CITY OF LAS VEGAS

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

ALFONSO E. ORTIZ, JR.
Mayor

CITY OF LAS VEGAS
WORK SESSION CITY COUNCIL AGENDA
January 14, 2015–Wednesday– 5:30 p.m.
City Council Chambers
1700 N. Grand Ave

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

I. **CALL TO ORDER**

II. **ROLL CALL**

III. **PLEDGE OF ALLEGIANCE**

IV. **MOMENT OF SILENCE**

V. **APPROVAL OF AGENDA**

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

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

VIII. **PUBLIC INPUT (not to exceed 3 minutes per person)**

IX. **CITY MANAGER'S INFORMATIONAL REPORT**

X. **PRESENTATIONS (not to exceed 10 minutes per person)**

- Presentation by Mr. Tod Phinney with Souder, Miller & Associates will provide a project status update on the Raw Water Conveyance Project.
- Presentation by Mr. Ed Toms with URS Corporation will provide a project status update on the Bradner Enlargement Project.

XI. **DISCUSSION ITEMS**

1. Open Meetings Resolution #15-01.

TONITA GURULE-GIRON Councilor, Ward 1 | **VINCE HOWELL** Councilor, Ward 2 | **JOSEPH "JOEY" HERRERA** Councilor, Ward 3 | **DAVID L. ROMERO** Councilor, Ward 4

Casandra Fresquez, City Clerk Resolution #15-01 Establishes Reasonable Notice of City Council Meetings in compliance with the Open Meetings Act. Approval of the Resolution is required annually.

2. Resolution #15-03 Budget Adjustment Resolution.

   Ann Marie Gallegos, Finance Director The City is in need of increasing or decreasing the FY 2015 budgeted revenues or expenditures, transfers in or transfers out within various funds.

3. Resolution #15-02 Supporting the Tri-County (San Miguel, Mora and Guadalupe) Adult Reintegration Center.

   Elmer J. Martinez, Acting City Manager The primary purpose of the Northern New Mexico (NNM) Health Impact Assessment (HIA) Team is to promote health equity and health in all policies. The Northern New Mexico HIA Team is in the final stages of completing a study on the benefits of a reintegration center which will provide services necessary to help incarcerated persons become self-reliant and productive citizens, and improve overall community well-being.

4. Memorandum of Understanding between the City of Las Vegas and Comedor De San Pascual, Inc.

   Elmer J. Martinez, Acting City Manager Comedor De San Pascual would like to enter into an MOU with the City of Las Vegas to provide a meal service to persons of all ages at least one night each week.

5. Agreement between the City of Las Vegas and the Friends of the Las Vegas Carnegie Library.

   Elmer J. Martinez, Acting City Manager The Friends of the Library are proposing to enter into an agreement with OverDrive for the purposes of providing an e-book service out of Carnegie Library. Under the agreement the Friends would pay 100% of the cost for the first year and 66% of the cost for the second and third years. The City's share will be paid from General Obligation Bond for books.

6. Resolution #15-04, a resolution Re-Adopting the State and Federal Procurement Code.

   Chris Cavazos, Project Manager The City is required to adopt and adhere to a procurement policy by resolution annually for CDBG projects.

7. Resolution #15-05 a resolution approving a Fair Housing Policy.

Chris Cavazos, Project Manager The City is required to adopt a Fair Housing Policy resolution annually.

8. Resolution #15-06, a resolution adopting the City of Las Vegas' Section 3, Citizenship Participation and Residential Anti-Displacement and Relocation Assistance Plans.

   Chris Cavazos, Project Manager The City is required to adopt a Section 3, Citizenship Participation and Residential Anti-Displacement and Relocation Assistance Plan annually.

9. Amendment #2 to the Souder, Miller & Associates contract for the Raw Water Conveyance Project.

   Ken Garcia, Utilities Director Amendment #2 is for the Planning and Design of the Raw Water Conveyance Project. The project is planned to include replacement of the existing Raw Water Conveyance pipeline between the Diversion and the Bradner Inlet/Outlet. The project will include site work, control valves, air relief valves and connections.

10. Award of request for bids #2015-12 and enter into agreement for liquid aluminum sulfate for the Water Treatment Plant.

    Ken Garcia, Utilities Director Liquid aluminum sulfate is required to ensure proper filtration of the water supply.

11. Award of request for bids #2015-13 Landfill Corrective Measures and Closure Project to the low bidder, New Image Construction.

    Ken Garcia, Utilities Director The project consists of minor grading/filling of an existing landfill cover, filling of a ponding area, storm water improvements to provide improved drainage, construction of a leachate collection system and associated miscellaneous items. Bid amounts do not include NMGRT.

12. Resolution #14-69 authorizing the purchase of a Utility easement and real property from Floyds Rental Center Inc.

    Ken Garcia, Utilities Director The City is installing an effluent water system that will supply water to Hanna Park. The purchase of the roadway between Floyds Rental Center and the Las Vegas Recreation Center, half the entrance to the Recreation Center as well as the purchase of an easement through Floyds Rental Center property is needed to obtain the easement for the installation of the effluent water line between N. Grand Ave and the effluent water line at the NMHU golf course.

13. Publication of Ordinance #14-10 Bond Water System Improvements repealing and replacing Ordinance 12-16.

    Ken Garcia, Utilities Director This is a bond ordinance in the maximum aggregate principal amount of ($45,664,061.00) and will authorize the issuance of one or more series of the NM water utility loan system improvement revenue bonds based on the agreement between the City and the NM Finance Authority. The bond ordinance expired on November 19, 2014 and needs to be extended.

14. Discussion and direction for Lobbyist during the 2015 Legislative Session.

    Elmer J. Martinez, Acting City Manager The City Council has identified Water, Recreation Center and the continuation of Amtrak Railway as Legislative priorities and thus will require a lobbying effort by the City.

15. Consideration of repealing Encroachment Agreement #2925-14 between Isabel Saavedra and the City of Las Vegas for property located at 1408 South Pacific Street.

    Benito Lujan, Zoning/Licensing Supervisor On August 20, 2014 City Council approved an agreement between Isabel Saavedra and the City of Las Vegas for a porch along South Pacific Street which encroaches approximately 7 feet onto City Right of Way of South Pacific Street. After further research by Jashe Alcon from Redline LLC, the property surveyor, it was discovered that the porch attached to Isabel Saavedra's home is part of the property according to plat showing survey prepared by H.E. Beisman on September 7, 1966 for property located at 1408 South Pacific.

XII. 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.**

XIII. ADJOURN

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

ATTENTION PERSONS ATTENDING COUNCIL MEETING: By entering the City Chambers, you consent to photography, audio recording, video recording and its/their use for inclusion on the City of Las Vegas Web-site, and to be televised on Comcast.

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

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 01/02/15 **DEPT:** Utilities Dept. **MEETING DATE:** 01/14/15

ITEM/TOPIC: Presentation on the Raw Water Conveyance Project

BACKGROUND/RATIONALE: Mr. Tod Phinney of Souder, Miller & Associates will provide a project status update on the Raw Water Conveyance Project.

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY MANAGER'S OFFICE NO LATER THAN 10:00 A.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

Jon Ken Garcia
SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

ALFONSO E. ORTIZ, JR.
MAYOR

ANN MARIE GALLEGOS
FINANCE DIRECTOR

ELMER MARTINEZ
ACTING CITY MANAGER

PURCHASING AGENT
(FOR BID AWARD ONLY)

DAVE ROMERO
CITY ATTORNEY
Approved as to Legal Sufficiency Only
(If Box is Initialed by City Mngr., Review and Sign)

Approved to form 9-25-12

TOD PHINNEY SOUDER MILLER & ASSOCIATES

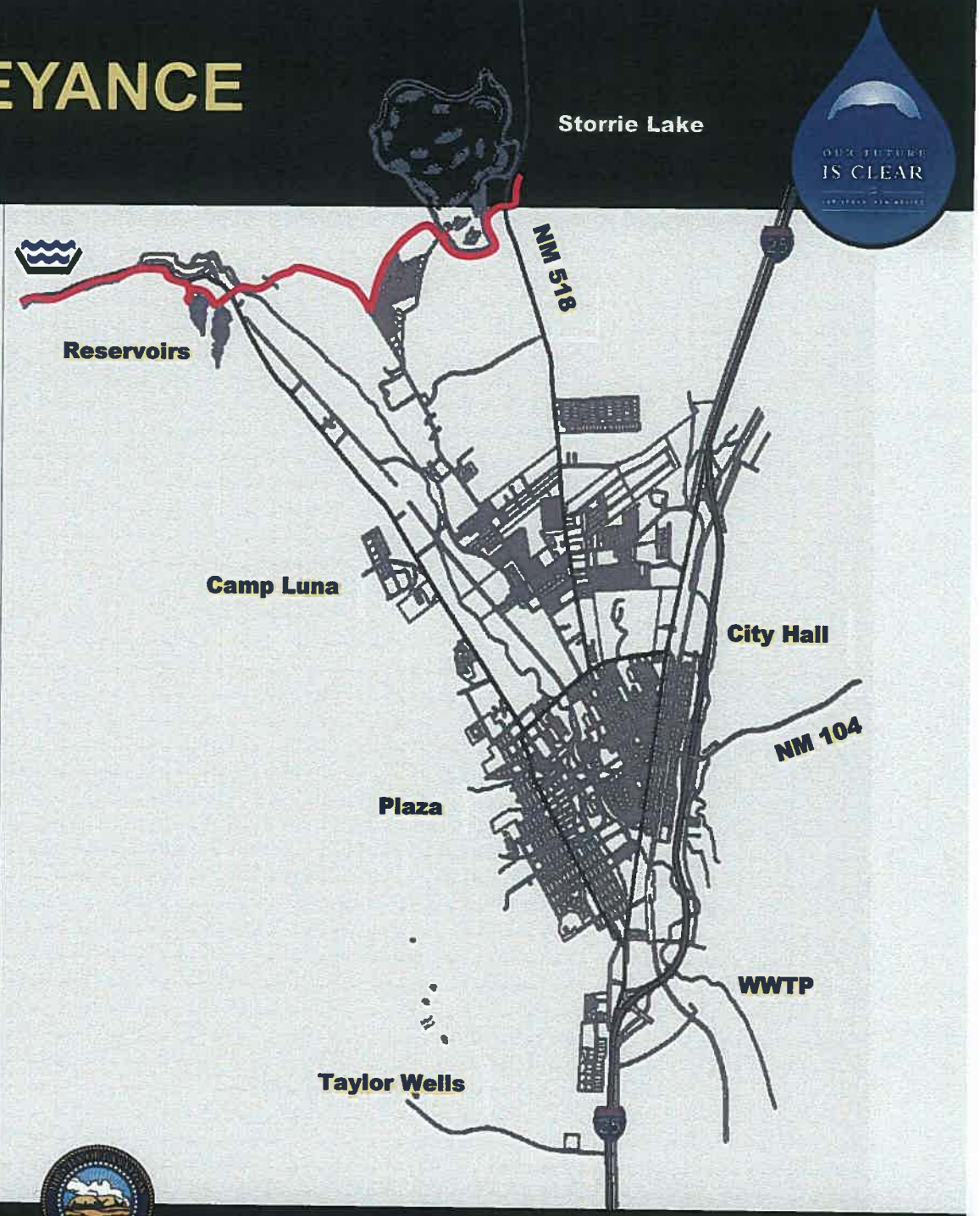
RAW WATER CONVEYANCE

History

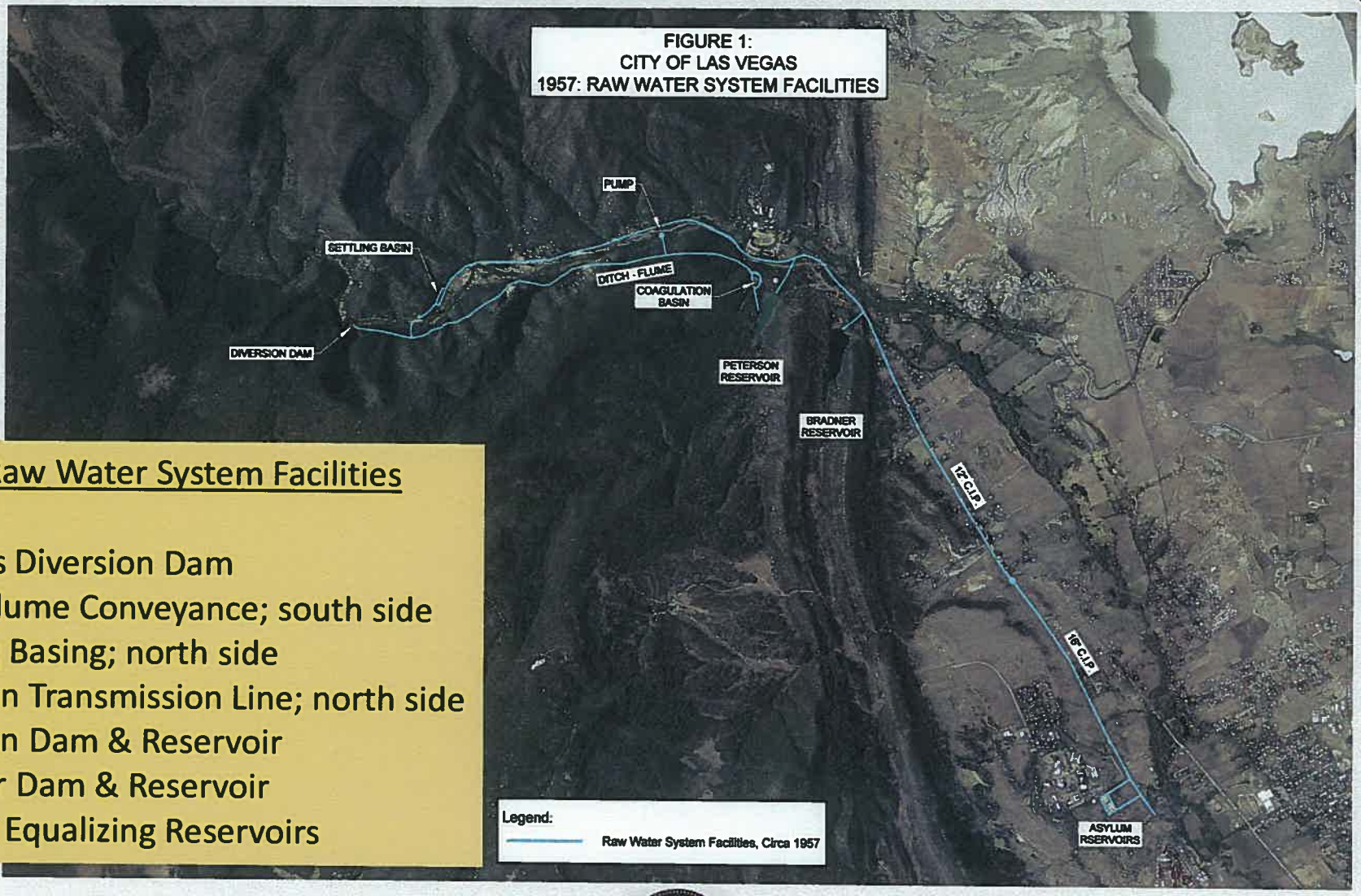
The water system was developed starting with the Agua Pura Company in 1881, under a 50-year franchise. Over the next several decades the storage and distribution facilities were constructed.

Need

Raw water conveyance systems have an expected lifespan of 35-45 years. Populations and water demands change over time. These plus other factors drive the need to repair, replace and improve the raw water conveyance system.



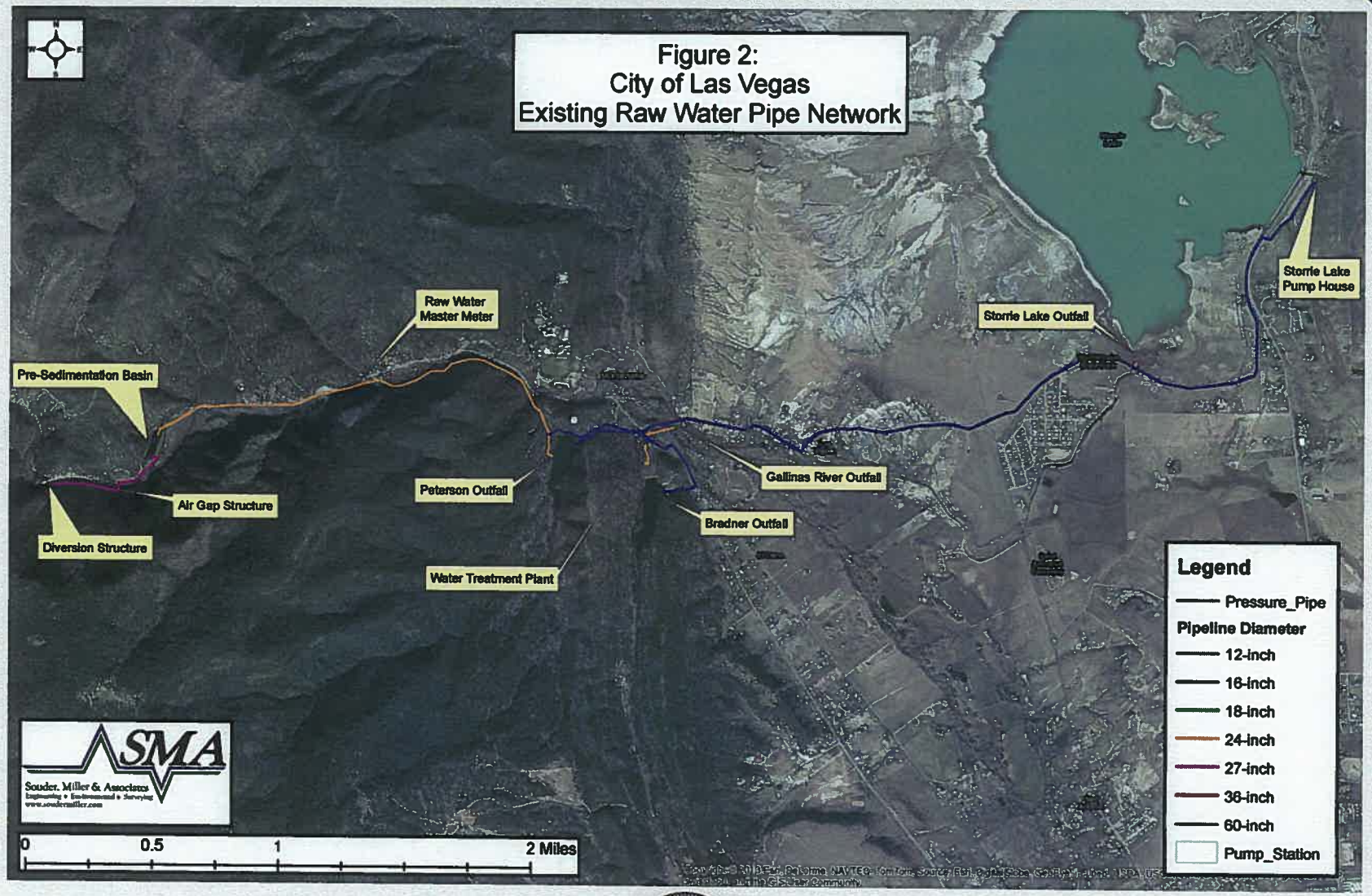
RAW WATER CONVEYANCE



1957: Raw Water System Facilities

Gallinas Diversion Dam
Ditch-Flume Conveyance; south side
Settling Basing; north side
Cast Iron Transmission Line; north side
Peterson Dam & Reservoir
Bradner Dam & Reservoir
Asylum Equalizing Reservoirs

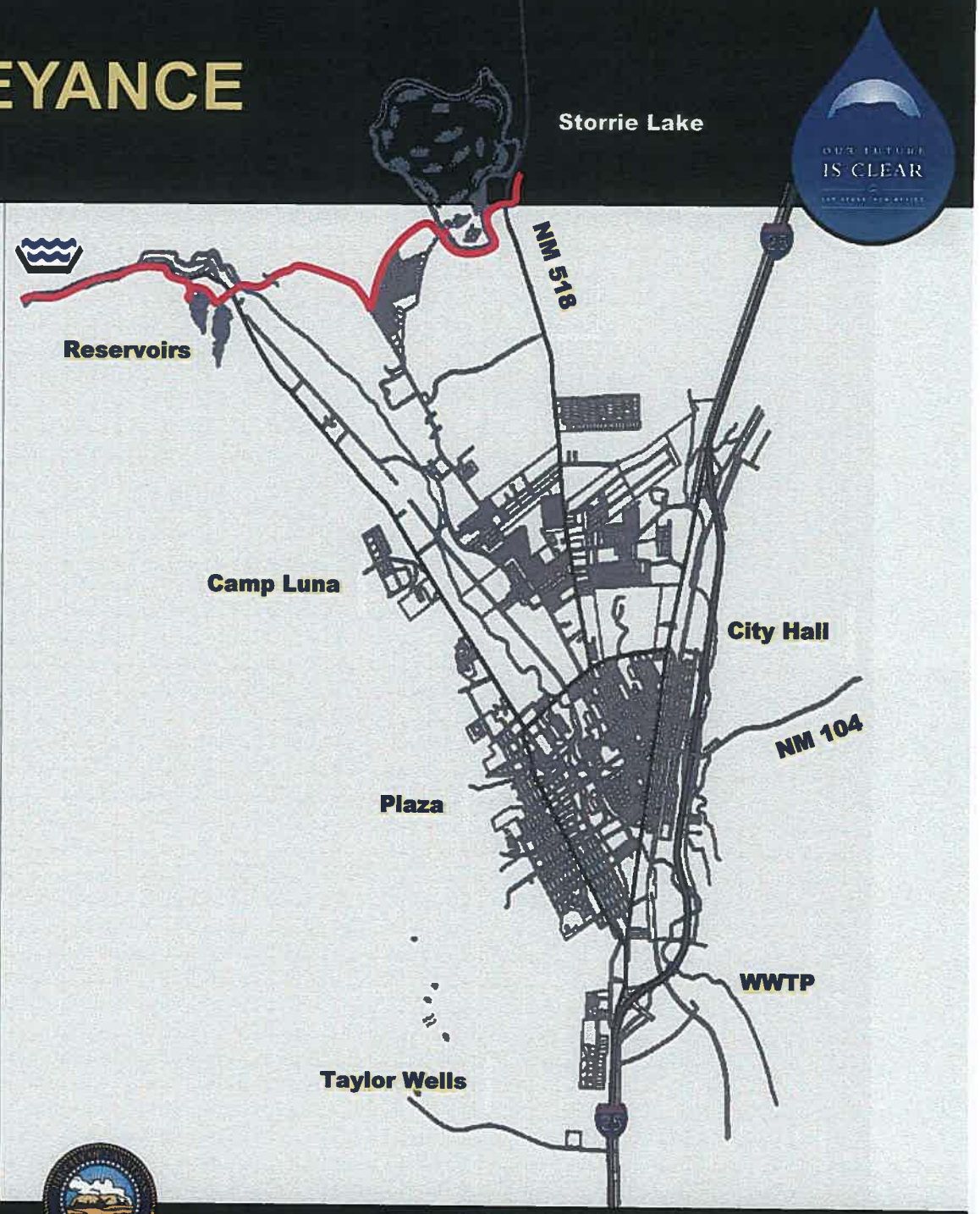
RAW WATER CONVEYANCE



RAW WATER CONVEYANCE

Issues to Address (2011 PER)

- Peterson Pumpback System
- Raw Water Pipeline
- Pre-Sedimentation Basin
- Aerial Crossing
- Additional Points of Diversion
- Peterson Reservoir
- Bradner Reservoir
- Storrie Lake

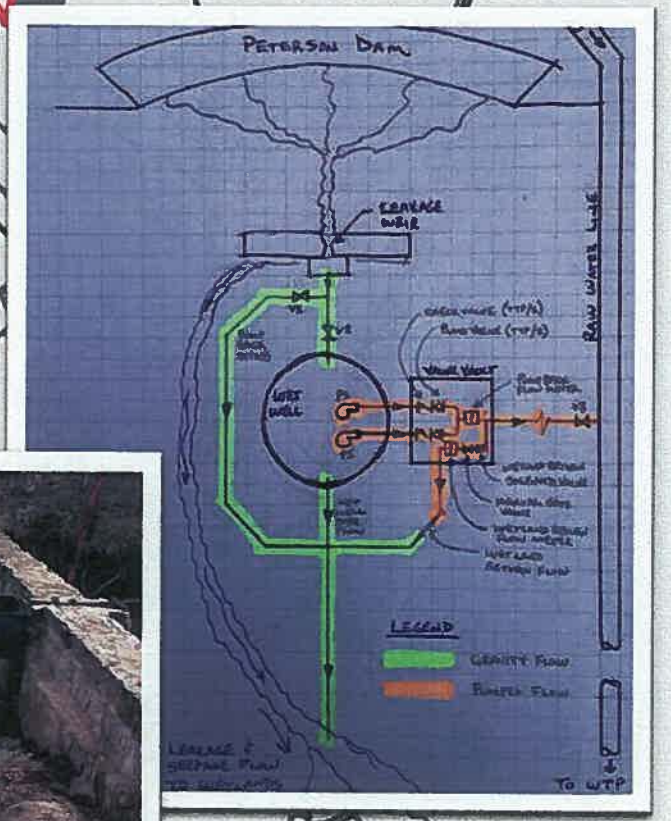


RAW WATER CONVEYANCE

Peterson Pumpback System

Completed in June 2013

- Designed to capture raw water leaking from Peterson Dam
- Design Capacity ~300-gpm
- May-Sept must allow 40-gpm to bypass to d/s wetlands



RAW WATER CONVEYANCE

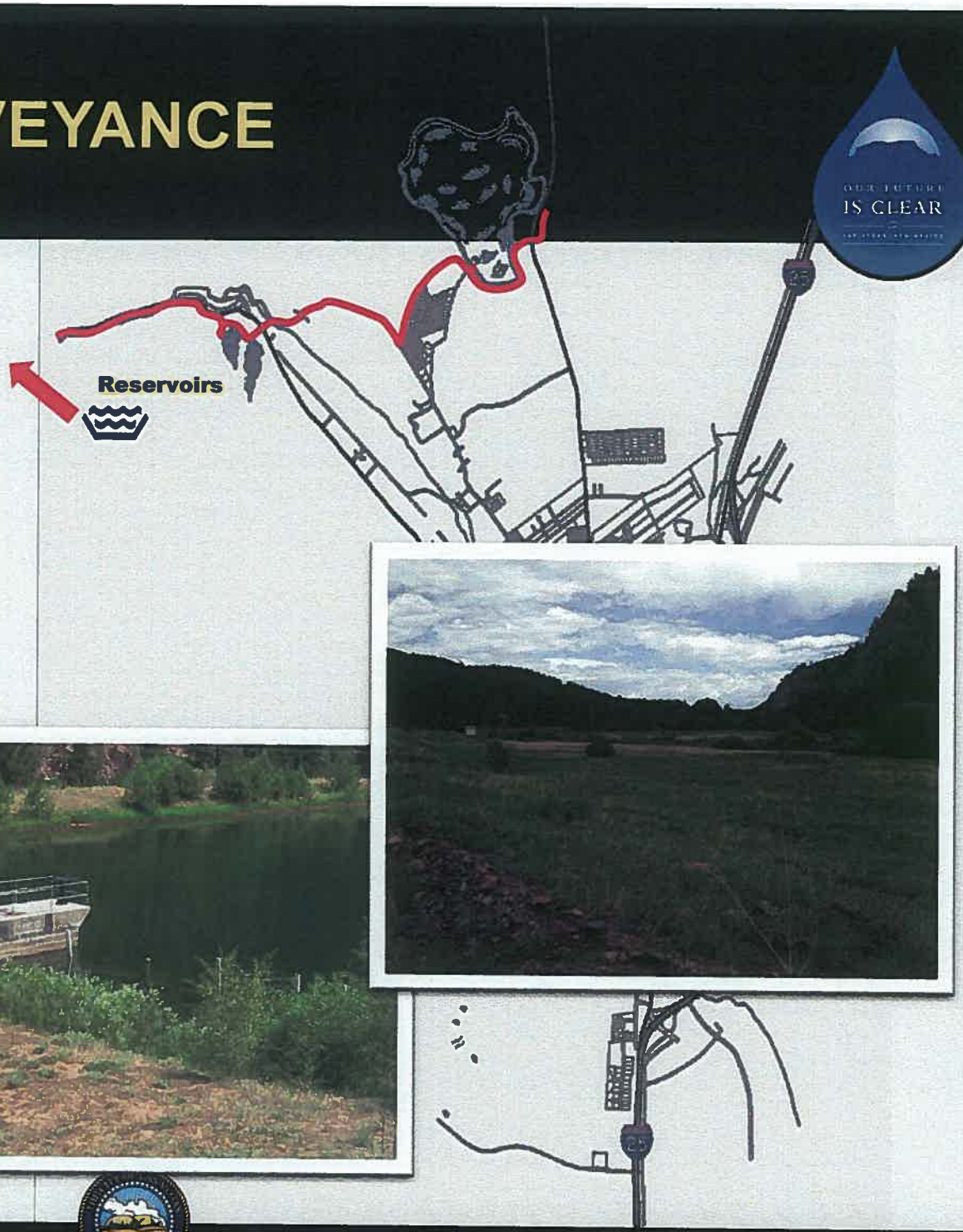
Raw Water Pipeline

- Condition/Age
- Capacity/Size
- Alignment
- Phasing
- Construction Method
- Operational Flexibility

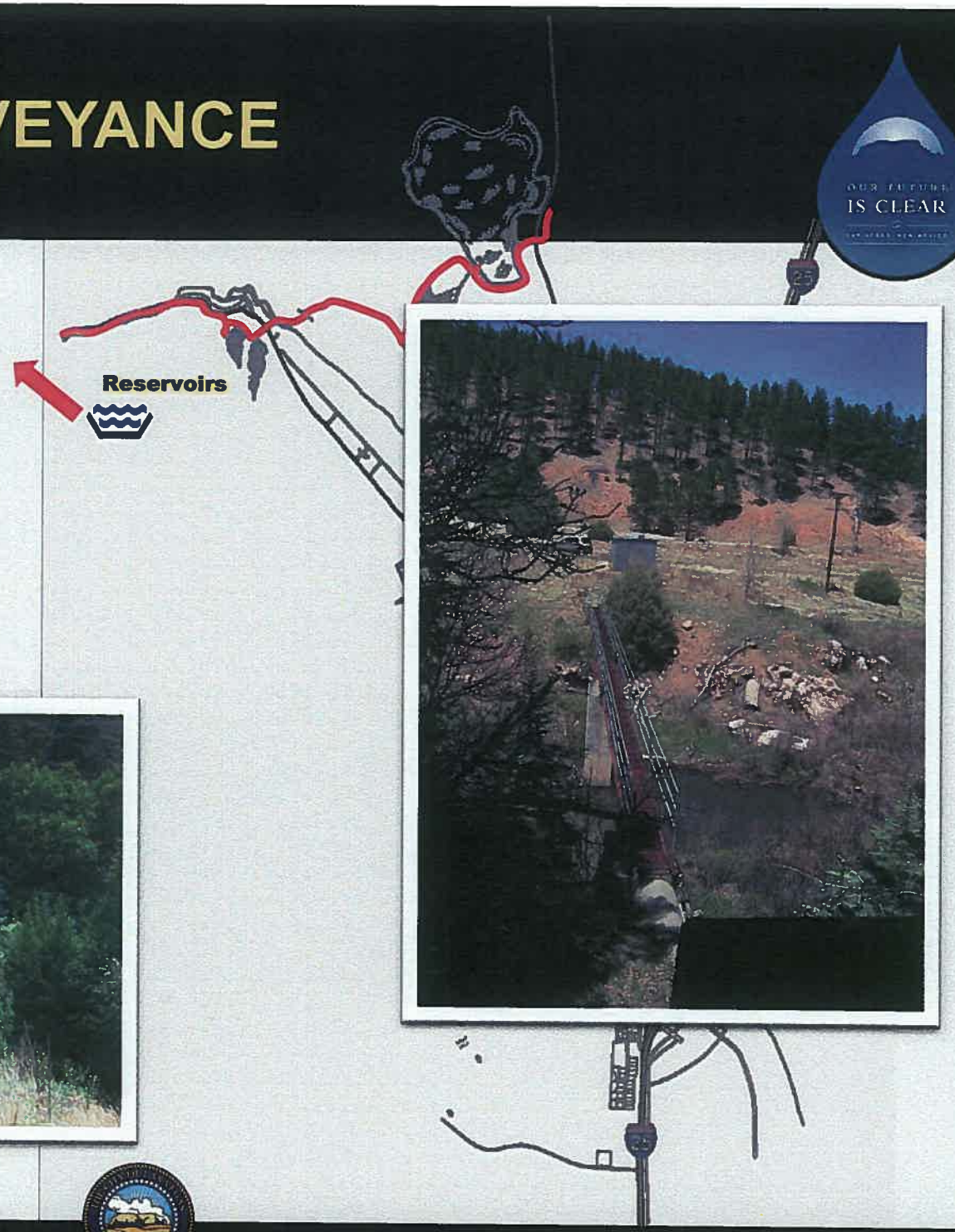
RAW WATER CONVEYANCE

Pre-Sedimentation Basin

- Capacity
- Hydraulics
- Redundancy
- Operational Flexibility
- Gravity Flow or Pump Station



RAW WATER CONVEYANCE



Aerial River Crossing

- Condition/age/remaining life
- Capacity/size
- Construction permitting

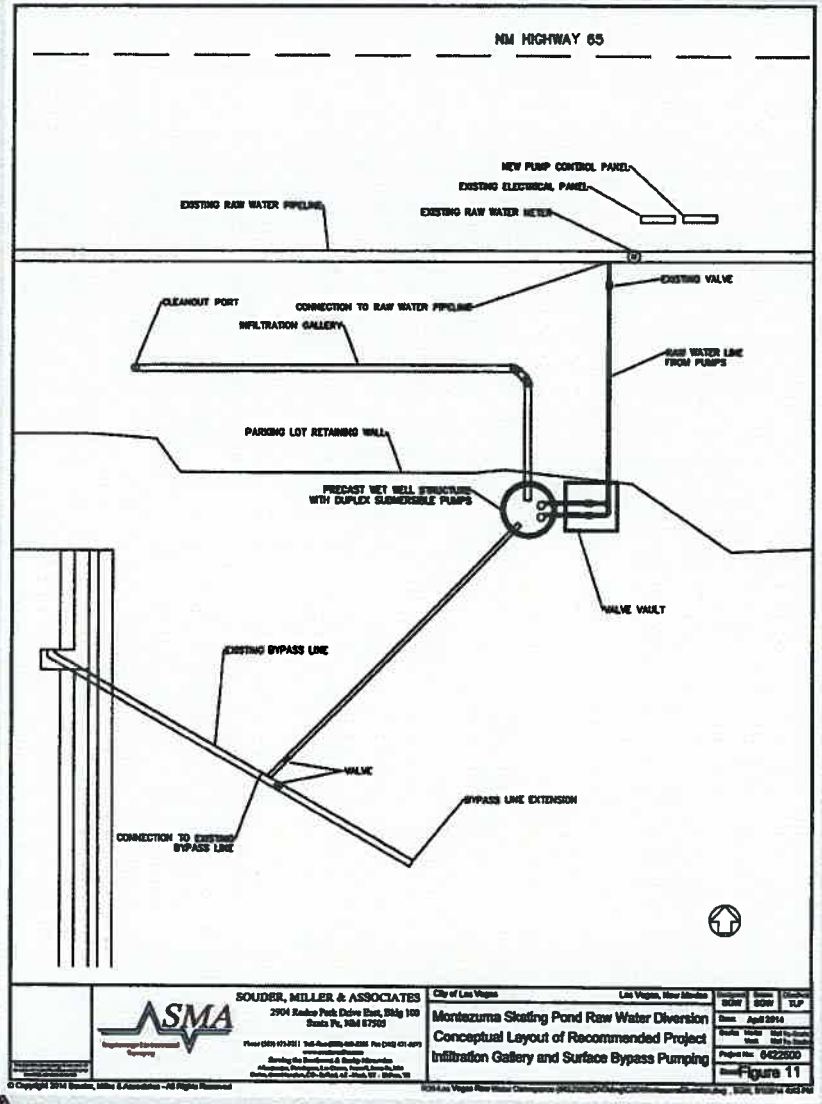
RAW WATER CONVEYANCE

HYDROGEOLOGIC INVESTIGATION FINAL REPORT

CITY OF LAS VEGAS
RAW WATER CONVEYANCE PROJECT

July 9, 2014

Souder, Miller & Associates
3451 Candelaria Road NE, Suite D
Albuquerque, NM 87107-1948
505.299.0942



WATER ENHANCEMENT PROGRAM

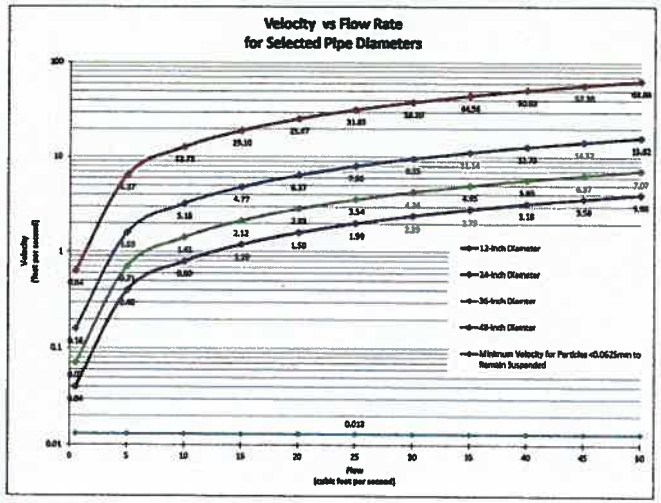
PER PHASE 1 PRIORITY 4

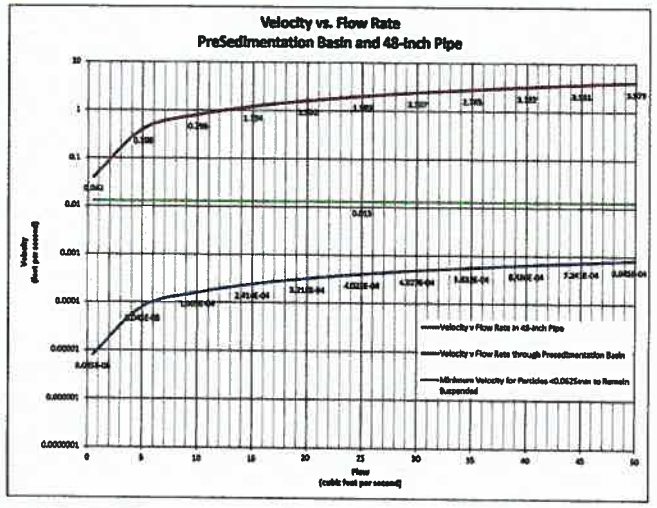
RAW WATER CONVEYANCE

Preliminary Engineering Report Supplement
Raw Water Pipe Network
for the
City of Las Vegas
Las Vegas, San Miguel County, New Mexico

October 2014

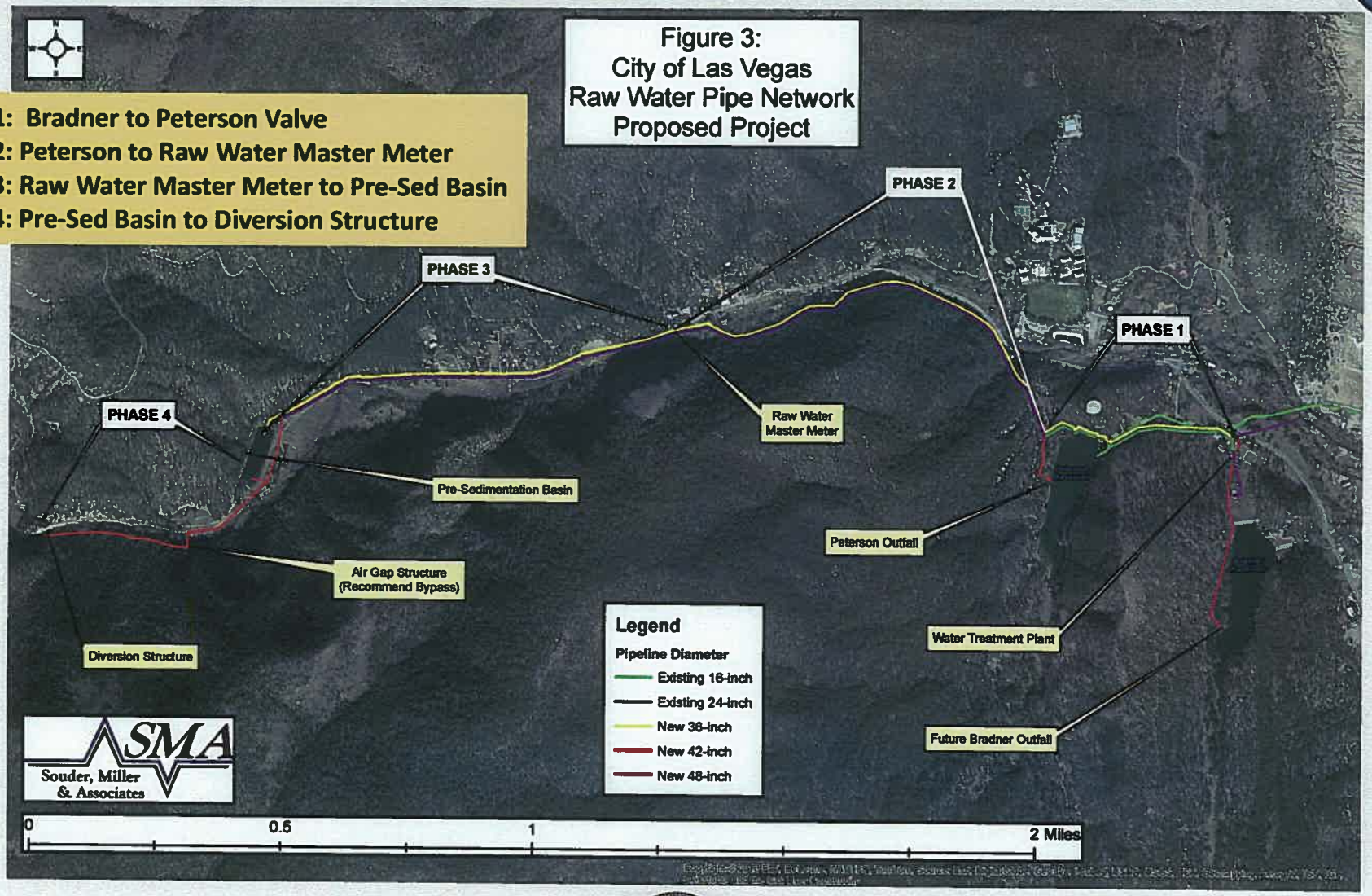
Souder, Miller & Associates
3451 Candelaria Rd. NE, Suite D
Albuquerque, New Mexico 87107
(505) 299-0942





RAW WATER CONVEYANCE

Phase 1: Bradner to Peterson Valve
Phase 2: Peterson to Raw Water Master Meter
Phase 3: Raw Water Master Meter to Pre-Sed Basin
Phase 4: Pre-Sed Basin to Diversion Structure



RAW WATER CONVEYANCE

Estimated Project Costs

Planning and Design
$1,120,000

Construction (Phases 1-4 combined)
$6,995,000

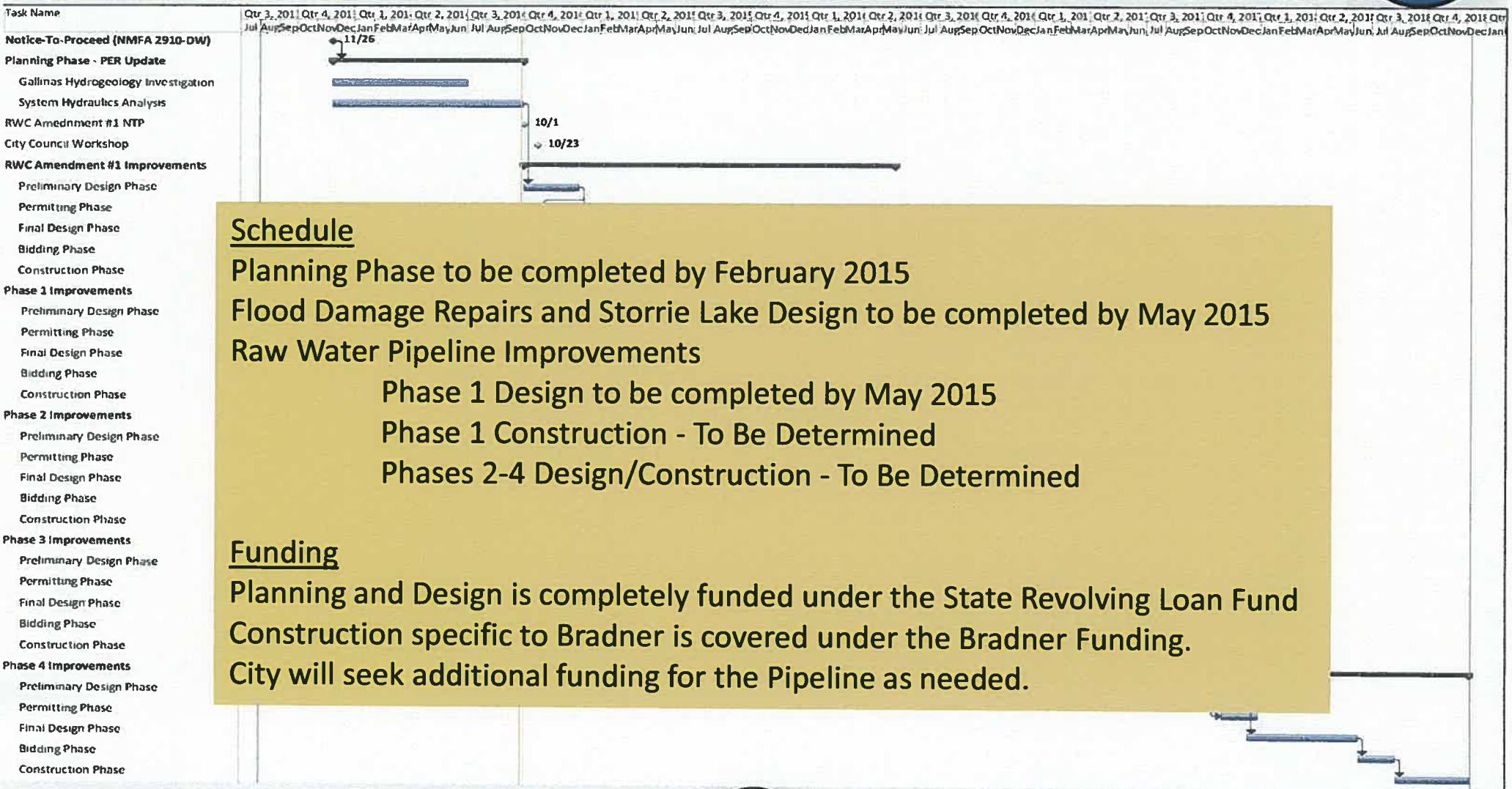
Operations & Maintenance
(NPV based on 50 year asset life)
$2,631,000

CONSTRUCTION		
Pipeline Phase 1 (Bradner to Peterson Valve)	$	1,777,036
Pipeline Phase 2 (Peterson to Master Meter)	$	1,749,536
Pipeline Phase 3 (Meter to Pre-Sed Basin)	$	1,675,637
Pipeline Phase 4 (Pre-Sed Basin to Diversion)	$	1,792,421
Pre-sedimentation Basin*	$	-
Pump Station	$	-
SUBTOTAL	$	6,994,630
NON-CONSTRUCTION		
Pipeline	$	1,119,141
Pre-sedimentation Basin	$	-
Pump Station	$	-
SUBTOTAL	$	1,119,141
TOTAL PROJECT COST ESTIMATE**	**$**	**8,113,771**

*The need for this project is TBD by a future contract

**Exclusive of NMGRT and O&M costs

RAW WATER CONVEYANCE



Schedule

Planning Phase to be completed by February 2015

Flood Damage Repairs and Storrie Lake Design to be completed by May 2015

Raw Water Pipeline Improvements

- Phase 1 Design to be completed by May 2015
- Phase 1 Construction - To Be Determined
- Phases 2-4 Design/Construction - To Be Determined

Funding

Planning and Design is completely funded under the State Revolving Loan Fund

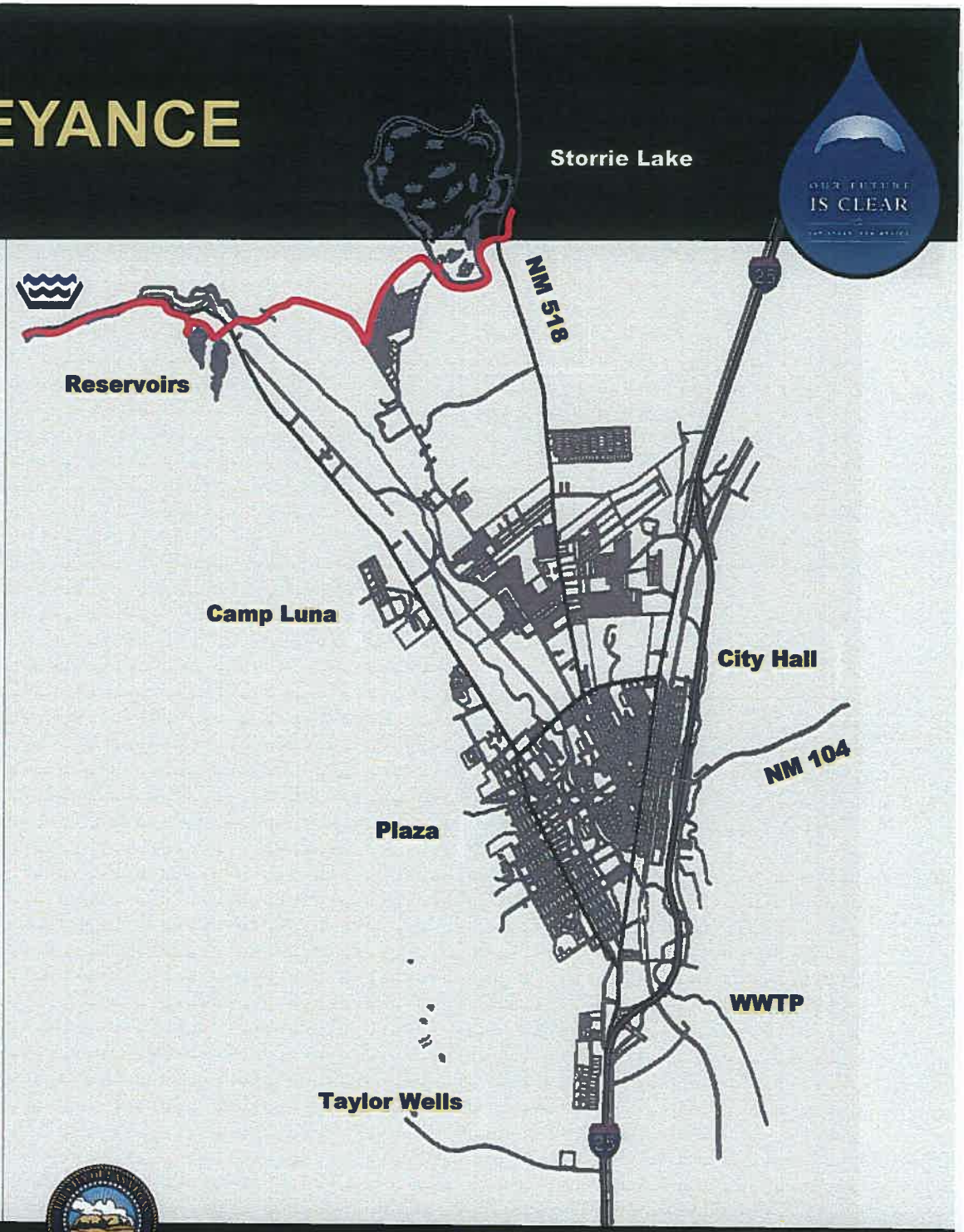
Construction specific to Bradner is covered under the Bradner Funding.

City will seek additional funding for the Pipeline as needed.

RAW WATER CONVEYANCE

Next Steps

- City Approves the Recommended Improvements
- SMA Finalizes PER Supplement
- Design/Bid/Construct the Flood Damage Repairs
- Design/Bid/Construct the Storrie Lake Pump Station Improvements
- Design/Bid Raw Water Pipeline Improvements, Phase 1
- Secure Funding for Raw Water Pipeline Improvements
- Design/Bid/Construct Raw Water Pipeline Improvements, in Phases



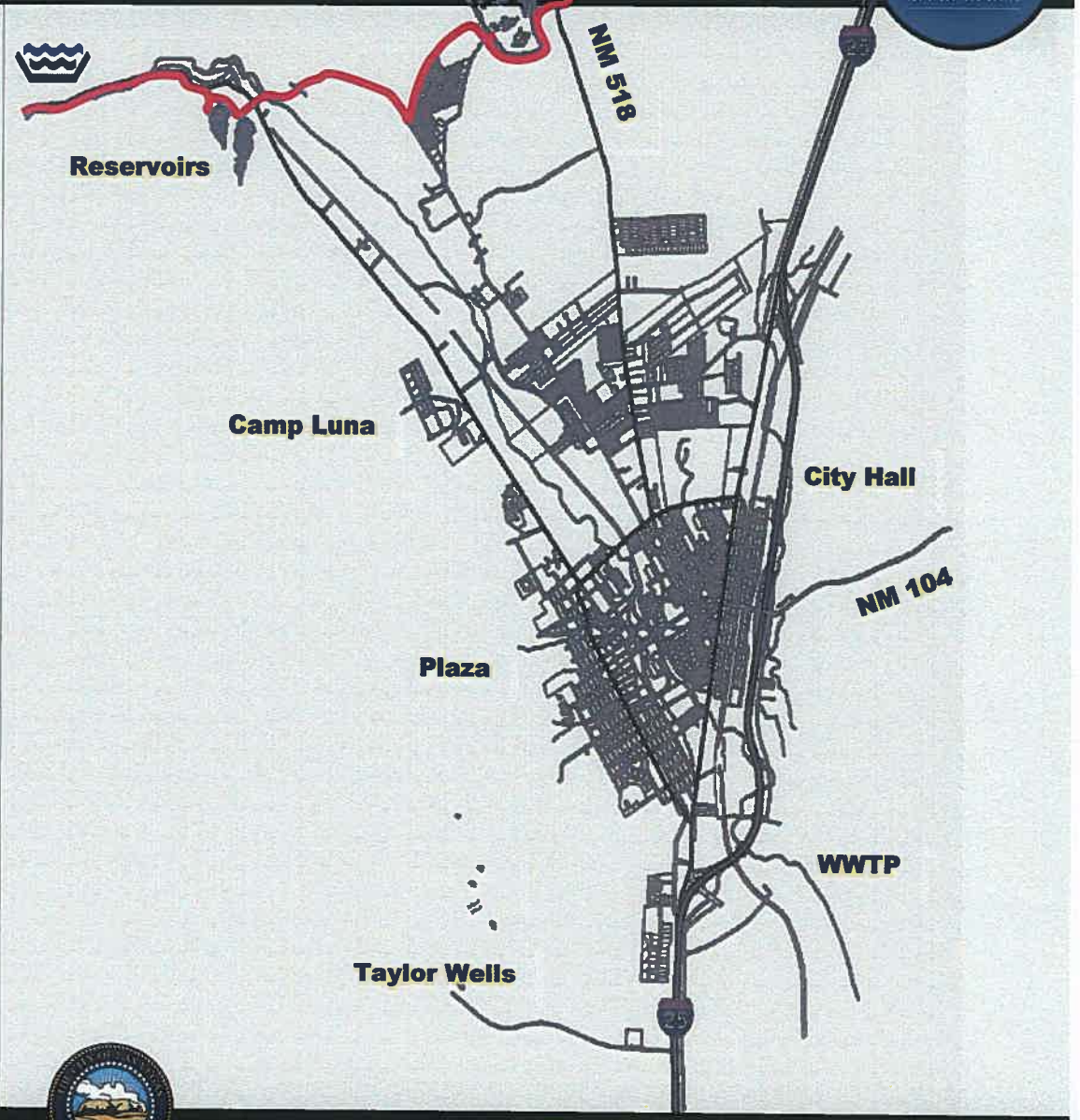
RAW WATER CONVEYANCE

Summary

The Conveyance system needs improvement due to both size and age.

This project will improve both Water quality and quantity.

Increasing the pipeline size can result in the ability to take more flow during high flows (heavy weather) for storage and use at a later date.



THANK YOU

QUESTIONS?

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 12/30/14 **DEPT:** Utilities Dept. **MEETING DATE:** 01/14/15

DISCUSSION ITEM/TOPIC: Presentation on the Bradner Enlargement Project.

BACKGROUND/RATIONALE: The City has approved three contract amendments with URS to proceed with completion of plans & specifications. Review and approval by Construction Programs Bureau and Office of the State Engineer will be completed by May 2015. Mr. Ed Toms of URS Corporation will provide a project status update.

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY MANAGER'S OFFICE NO LATER THAN 10:00 A.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

for Ken Garcia
SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

Alfonso E. Ortiz Jr.
ALFONSO E. ORTIZ, JR.
MAYOR

ANN MARIE GALLEGOS
FINANCE DIRECTOR ☐

Elmer J. Martinez
ELMER J. MARTINEZ
ACTING CITY MANAGER

PURCHASING AGENT
(FOR BID AWARD ONLY)

DAVE ROMERO
CITY ATTORNEY ☐
Approved as to Legal Sufficiency Only
(If Box is Initialed by City Mngr., Review and Sign)

Approved to form 9-25-12

URS

Bradner Reservoir Enlargement Project

City Council Meeting

City of Las Vegas, New Mexico

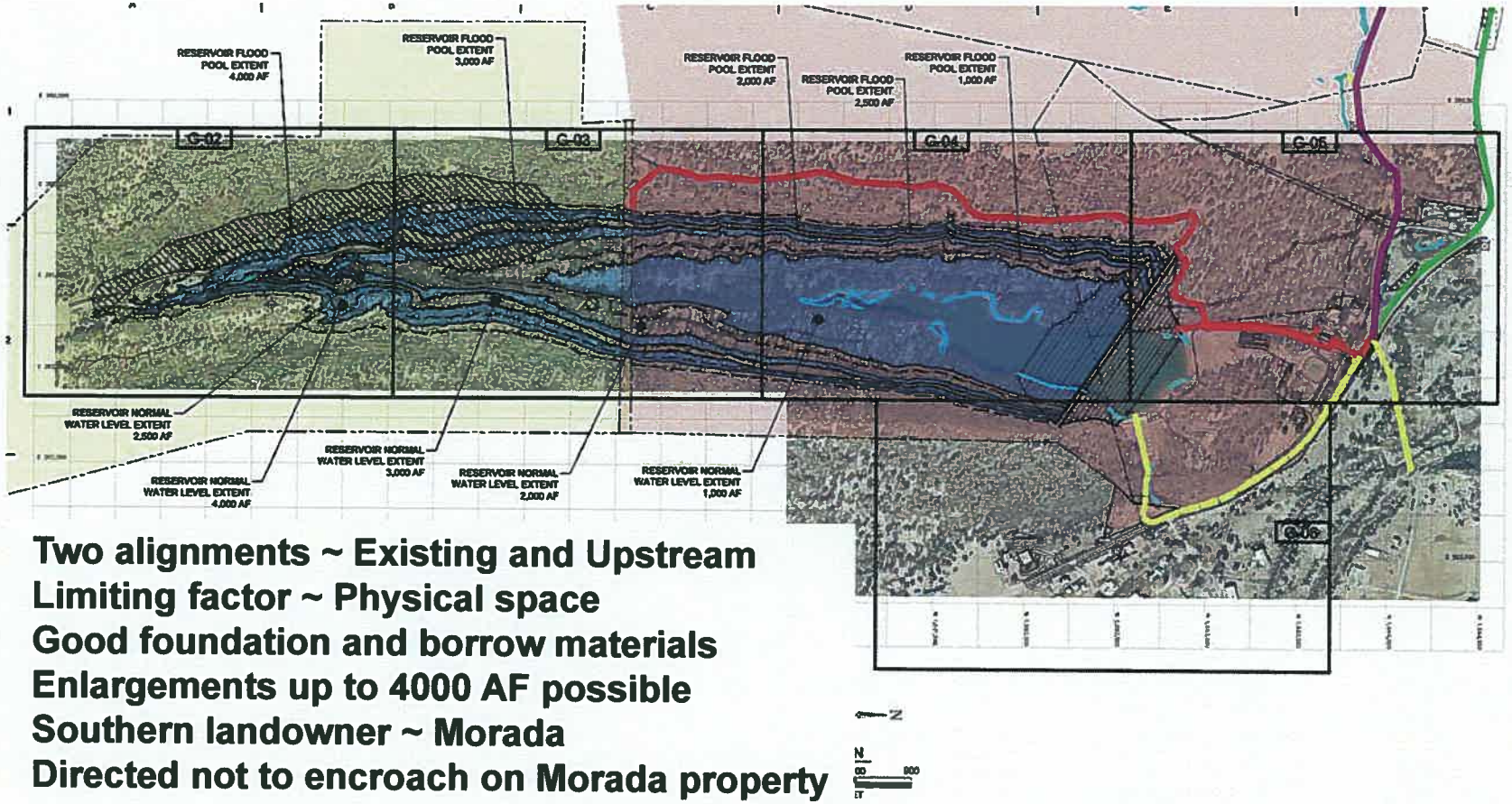
January 14, 2015

Overview – Project Update

- Project History
- Selected Alternative
- Project Phasing
- Funding
- Schedule

URS | Project History

Bradner Dam Enlargement Project

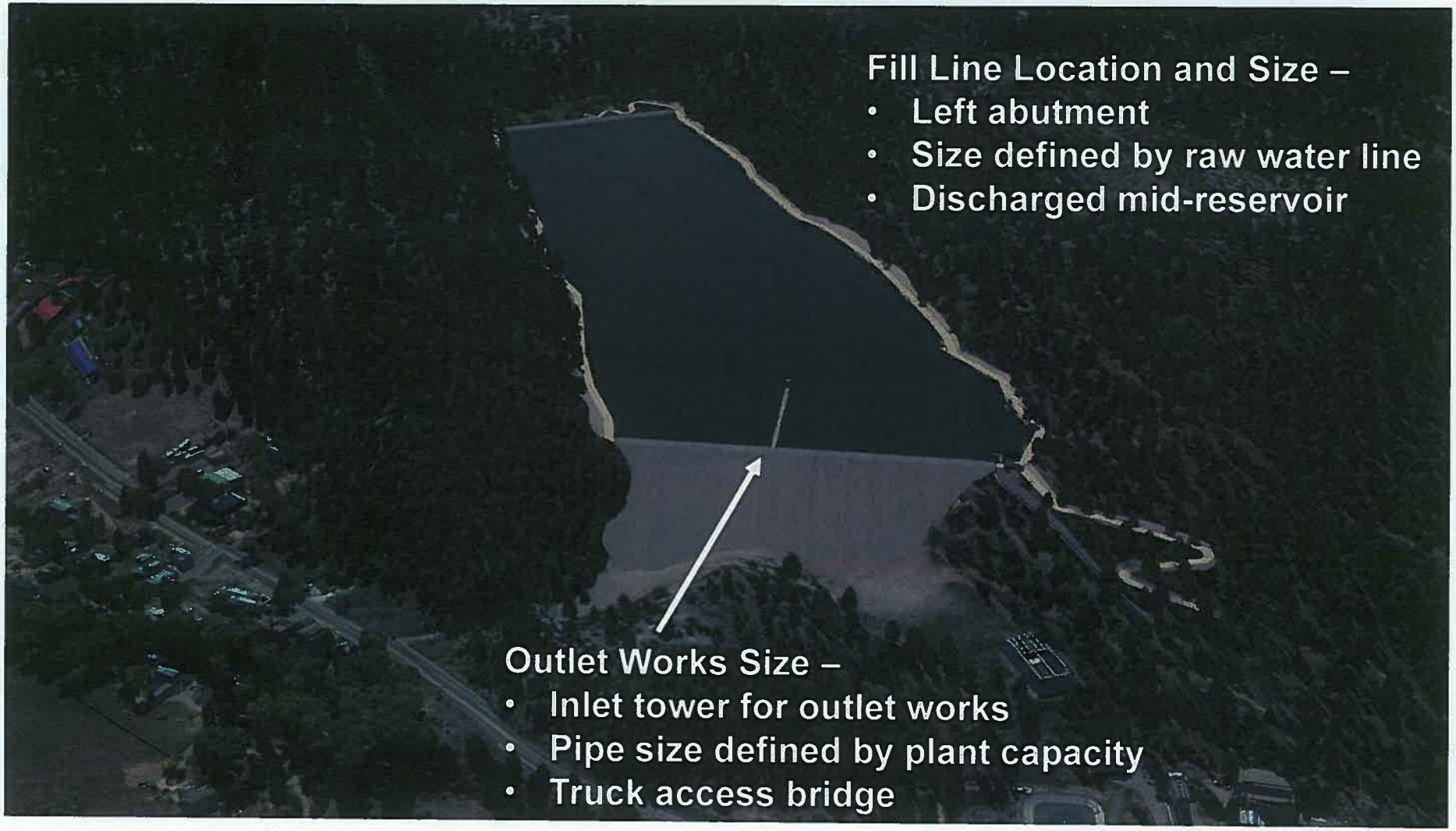


- Two alignments ~ Existing and Upstream
- Limiting factor ~ Physical space
- Good foundation and borrow materials
- Enlargements up to 4000 AF possible
- Southern landowner ~ Morada
- Directed not to encroach on Morada property

Project Configuration – Existing Facilities

Project Configuration – Embankment

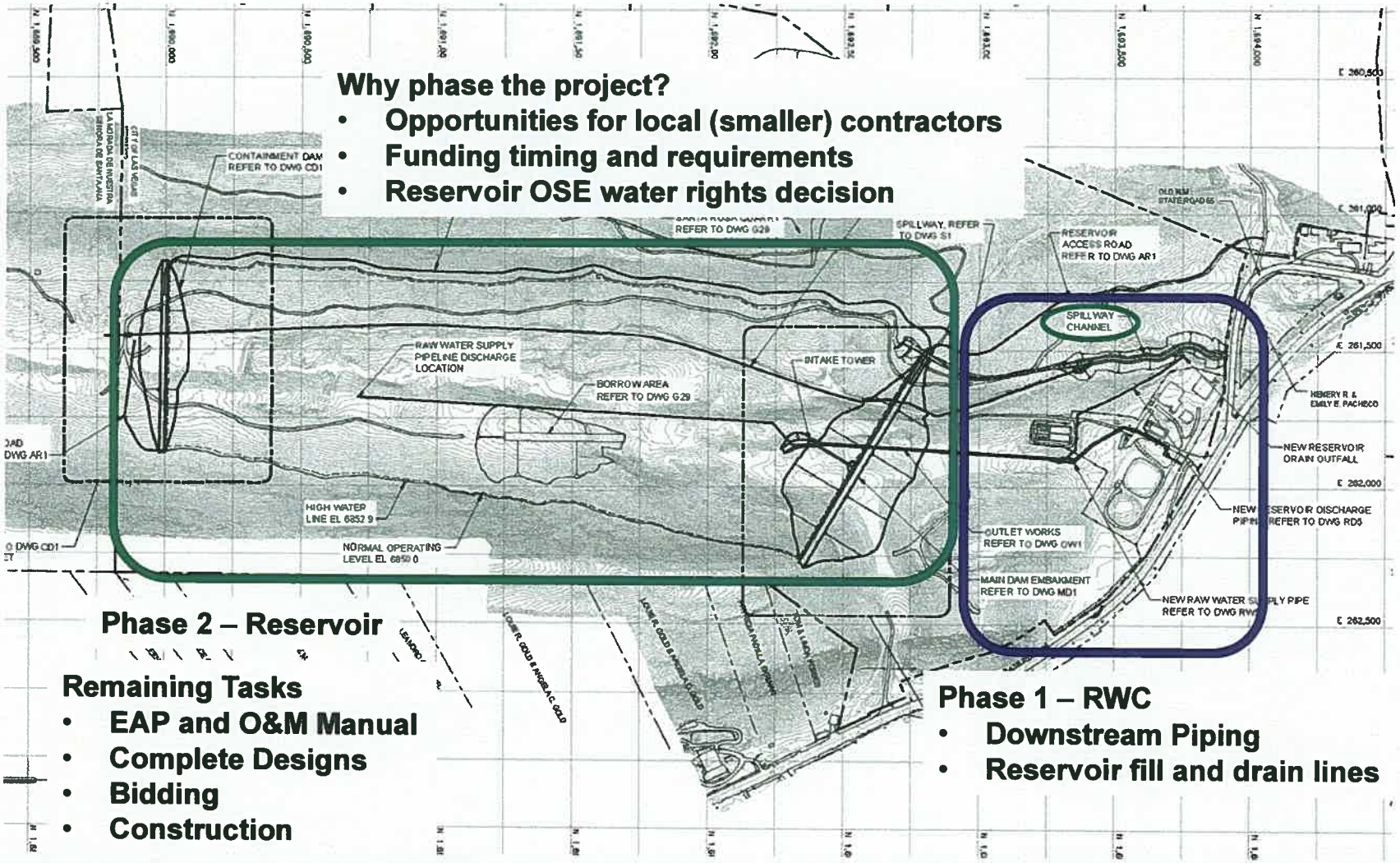
Project Configuration - Reservoir Inlet and Outlet Works



URS

Project Phasing

Project Phasing



URS | Funding

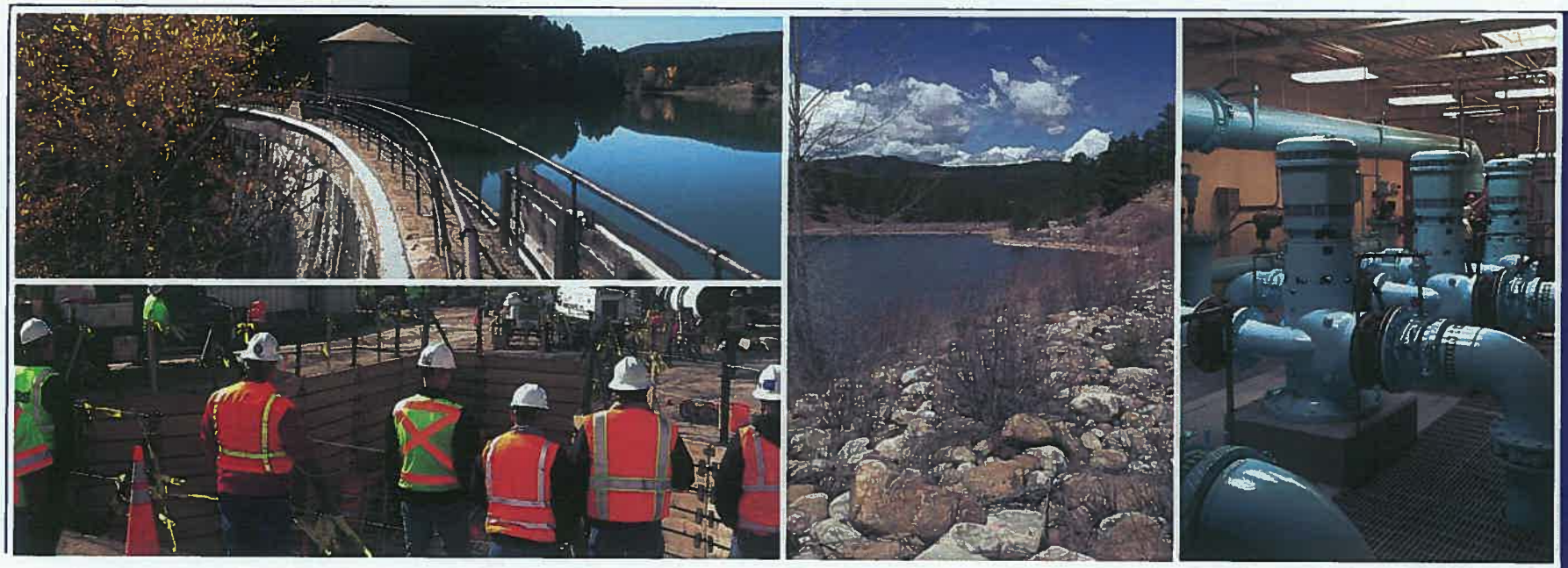
Funding

- Four sources of funding in the order of use
  - State Revolving Fund (SRF) 3124
    - Subsidy ($3.5M)/Loan ($16.5M)
    - $20M
    - Construction Only
    - NMFA Controlled
    - Reversion Date – June 2018 (with one year extension)
  - Capital Outlay
    - Grant
    - Engineering and Construction
    - $10M
    - Reversion Date – June 2018
  - Water Trust Board 317
    - Grant ($3.6M)/Loan ($0.4M)
    - Construction Only
    - $ 4M
    - Reversion Date – July 2018
  - City Funds

URS | Schedule

Schedule

- **Permitting**
  - USACE 404 Permit Issued – September 30, 2014
  - FEMA CLOMR Permit Issued – August 17, 2014
    - Conditional Letter of Map Revision
  - NMFA FONSI (estimated) - May 2015
    - Finding of No Significant Impact
- **Phase 1 – RWC**
  - 100% Design Complete – March 2015
  - Agency Review/Approval Period – April through July 2015
  - Bidding Complete/NTP – August 2015
  - Construction/Startup Complete – June 2016
- **Phase 2 – Reservoir**
  - 100% Design Complete – May 2015
  - Agency Review/Approval Period - June through September 2015
  - Project Float – 5 months
  - Bidding Complete/NTP – May through August 2016
  - Construction/Startup Complete – November 2017
- **Funding**
  - Reversion Date - June 2018



URS

Bradner Reservoir Enlargement Project

City Council Meeting

City of Las Vegas, New Mexico

January 14, 2015

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE:12/30/2014 DEPT: City Clerk MEETING DATE: 1/14/2015

DISCUSSION ITEM/TOPIC: Open Meetings Resolution No. 15-01

BACKGROUND/RATIONALE: Resolution #15-01 Establishing Reasonable Notice of City Council Meetings in compliance with the Open Meetings Act. Approval of the Resolution is required annually.

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY MANAGER'S OFFICE NO LATER THAN 10:00 A.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

ALFONSO E. ORTIZ, JR.
MAYOR

ANN MARIE GALLEGOS
FINANCE DIRECTOR

ELMER J. MARTINEZ
ACTING CITY MANAGER

PURCHASING AGENT
(FOR BID AWARD ONLY)

DAVE ROMERO
CITY ATTORNEY

Approved as to Legal Sufficiency Only

(If Box is Initialed by City Mngr., Review and Sign)

Approved to form 9-25-12

CITY OF LAS VEGAS
RESOLUTION NO. 15-01

A RESOLUTION ESTABLISHING REASONABLE NOTICE OF CITY COUNCIL MEETINGS IN COMPLIANCE WITH THE OPEN MEETINGS ACT; RESCINDS AND REPLACES ALL PREVIOUS CITY OF LAS VEGAS RESOLUTIONS REGARDING "REASONABLE NOTICE OF CITY COUNCIL MEETINGS IN COMPLIANCE WITH THE OPEN MEETINGS ACT."

Whereas, Section 10-15-1 (B) of the Open Meetings Act (NMSA 1978, Sections 10-15-1 to 10-15-4) provides that, except as may be otherwise provided in the New Mexico Constitution or the provisions of the Open Meetings Act, all meetings or a quorum of members of any board, council, commission, administrative adjudicatory body or other policy-making body of any state or local public agency held for the purpose of formulating public policy, discussing public business or for the purpose of taking any action within the authority of or the delegated authority of such body are declared to be public meetings open to the public at all times; and

Whereas, any meetings subject to the Open Meetings Act at which the discussion or adoption of any proposed resolution, rule, regulation or formal action occurs and at which a majority of a quorum of the body is in attendance, and any closed meeting shall be held only after reasonable notice to the public; and

Whereas, Section 10-15-1 (D) of the Open Meetings Act requires the City council to determine at least annually what constitutes reasonable notice of its public meetings;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS, NEW MEXICO, THAT;

1. **Regular Business Meeting.** Pursuant to Section 14-7 (A) of the Municipal Code, all Regular Business Meetings of the Las Vegas City Council shall be held on the third Wednesday of each month at 6:00 p.m. at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico. The agenda will be available at least seventy-two hours prior to the meetings from the City Clerk whose office is located at the George Arellanes Municipal Complex, 1700 North Grand Avenue, Las Vegas, New Mexico. Notice of said meetings shall be printed in a newspaper(s) of general circulation one (1) time, at the beginning of the calendar year; and shall be telephoned, e-mailed or faxed to broadcast stations licensed by the federal communications commission and newspapers of general circulation that have provided a written request for such notice. If a regular meeting is postponed, notice of the new time and date of said meeting may be printed in a newspaper(s) of general circulation; and shall be telephoned, emailed or faxed to broadcast stations licensed by the federal communications commission and newspapers of general circulation that have provided a written request for such notice at least seventy-two hours to the specific time of the meeting or at the earliest date and time possible. If the date and time of the Regular meeting permanently changed, the new date and time shall be printed in a newspaper(s) of general circulation twice, one (1) week apart.

2. **Work Sessions.** Work Sessions shall be held for the purpose of examining issues, but no official action may be taken on the second Wednesday of each month at 5:30 p.m. at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico. The agenda will be available at least seventy-two hours prior to the work session from the City Clerk whose

office is located at the George Arellanes Municipal Complex, 1700 North Grand Avenue, Las Vegas, New Mexico. Notice of said work session shall be printed in a newspaper(s) of general circulation one (1) time, at the beginning of the calendar year; and shall be telephones, e-mailed or faxed to broadcast stations licensed by the federal communications commission and newspapers of general circulation that have provided a written request for such notice. If a work session is postponed, notice of the new time and date of said work session may be printed in a newspaper(s) of general circulation; and shall be telephoned, emailed or faxed to broadcast stations licensed by the federal communications commission and newspapers of general circulation that have provided a written request for such notice at least seventy-two hours prior to the specific time of the meeting or at the earliest date and time possible. If the date and time of the work session is permanently changed, the new date and time shall be printed in a newspaper(s) of general circulation twice, one (1) week apart.

3. **Other Meetings Not Regularly Scheduled.** Special meetings may be called by the Mayor or a majority of the members of the City Council by giving notice to each member of the Council, personally served or left at his/her usual place of residence seventy-two hours prior to the meeting. Notice of said special meeting may be printed in a newspaper(s) of general circulation at least seventy-two hours before the meeting date or on the earliest date possible prior to the date of the meeting. Notice of said special meeting shall be telephoned, emailed or faxed to broadcast stations licensed by the federal communications commission and newspapers of general circulation that have provided a written request for such notice for public announcement at least seventy-two hours prior to the specific time of the meeting or on the earliest date possible prior to the time of the meeting.

4. **Emergency Meetings.** Emergency meetings shall be called only under unforeseen circumstances which demand immediate action to protect the health, safety and property of citizens or to protect the public body from substantial financial loss. The City Council will avoid emergency meetings whenever possible. Emergency meetings may be called by the Mayor or a majority of the members upon notice as practical under the circumstances. If time permits, notice of said meeting may be printed in a newspaper(s) of general circulation on the earliest date possible as soon as the meeting is called. If time permits, notice of said meeting shall also be telephoned, emailed or faxed to broadcast stations licensed by the federal communications commission and newspapers of general circulation that have provided a written request for such notice for public announcements on the earliest date and time possible prior to the time of the meeting. The notice for emergency meetings shall include an agenda for the meeting or information on how the public may obtain a copy of the agenda.

5. All notices shall include an agenda for the meeting or information on how members of the public may obtain a copy of the agenda. The agenda shall be available to the public at least seventy-two hours before any meeting or at the earliest possible time in case of emergency meetings. The City Council may be flexible on agenda postings under considerable circumstances.

6. The City Council may close a meeting to the public if the subject matter of such discussion or action is exempt for the open meetings requirement pursuant to NMSA Section 10-15-1(H) of the Open Meetings Act.

(a) If any meeting is closed during an open meeting, such closure shall be approved by a majority vote of a quorum of the City Council taken during the open meeting. The authority for the closure and the subjects to be discussed shall be stated with reasonable specificity in the motion for closure and the vote on closure of each individual member shall be recorded in a closed meeting.

(b) If the decision to hold closed meeting is made when the City Council is not in an open meeting, the closed meeting shall not be held until public notice, appropriate under the circumstances, stating the specific provision of law authorizing the closed meeting and the subjects to be discussed with reasonable specificity is given to the members and to the general public.

(c) Following completion of any closed meeting, the minutes of the open meeting that was closed, or the minutes of the next open meeting if the closed meeting was separately scheduled, shall state whether the matters discussed in the closed meeting were limited only to those specified in the motion or notice for closure.

(d) Except as provided in NMSA Section 10-15-1(H) of the Open Meetings Act, any action taken as a result of discussion in a closed meeting shall be made by vote of the City Council in an open meeting.

7. The regular scheduled meetings of the City of Las Vegas' Advisory Boards, Committees, Boards and Commissions are as follows:

- Planning & Zoning Commission/Board of Adjustments – Last Monday of the month at 4:00 p.m. – City Council Chambers;
- Design Review Board – 3rd Monday of the month at 4:00 p.m. – City Council Chambers;
- Lodger's Tax Advisory Board – (Quarterly) 2nd Tuesday of the month at 2:00 p.m. – City Council Chambers;
- Extra-Territorial Authority – Last Tuesday of the month at 4:00 p.m. – City Council Chambers;
- Extra-Territorial Zoning Commission – 3rd Tuesday of the month at 4:00 p.m. – City Council Chambers;
- Las Vegas Youth Commission – 3rd Tuesday of the month at 12:00. – City Council Chambers
- Library Board – 2nd Tuesday of the month at 4:00 p.m. – Carnegie Library;
- Finance Committee – Tuesday prior to the 3rd Wednesday of the month at 3:30 p.m. – City Council Chambers
- Utilities Committee – 2nd Tuesday of the month at 1:30 p.m. – Utilities Department;

- Public Housing Authority Board of Commissioners – 3rd Wednesday of each month at 5:30 p.m. – City Council Chambers;

- Housing Committee – Last Wednesday of the month at 10:00 a.m. – Housing Department;

- Film Commission – 1st Wednesday of the month at 4:00 p.m. – City Council Chambers;

- Museum Board – 2nd Thursday of the month at 5:00 p.m. – Las Vegas Museum & Rough Riders Memorial Collection;

- Recreation Committee – 3rd Thursday of the month at 3:00 p.m. – Recreation Center;

- Senior Advisory Committee – 2nd Tuesday of the month at 3:00 p.m. – Public Works Department;

- Tree Board – Last Tuesday of the month at 3:00 p.m. – Tierra Y Montes Conference Room;

- Labor Management Relations Board – Meeting will be scheduled and published as required by ordinance, rules and regulations;

This Resolution shall be published in a newspaper(s) of general circulation twice, one (1) week apart after its adoption.

Done this _____day of _____2015.

_____

Mayor Alfonso E. Ortiz, Jr.

ATTEST:

_____

Casandra Fresquez, City Clerk

Approved as to Legal Sufficiency Only:

_____

Dave Romero, City Attorney

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 01/02/2015 **DEPT: FINANCE** **MEETING DATE: 1/14//15**

DISCUSSION ITEM/TOPIC: RESOLUTION #15-03 BUDGET ADJUSTMENT RESOLUTION.

BACKGROUND/RATIONALE: THE CITY IS IN NEED OF INCREASING OR DECREASING THE FY 2015 BUDGETED REVENUES OR EXPENDITURES, TRANSFERS IN OR TRANSFERS OUT WITHIN VARIOUS FUNDS.

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY MANAGER'S OFFICE NO LATER THAN 10:00 A.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

ALFONSO E. ORTIZ, JR.
MAYOR

ANN M. GALLEGOS
FINANCE DIRECTOR ☐

ELMER J. MARTINEZ
ACTING CITY MANAGER

PURCHASING AGENT
(FOR BID AWARD ONLY)

DAVE ROMERO
CITY ATTORNEY ☐

Approved as to Legal Sufficiency Only

(If Box is Initialed by City Mngr., Review and Sign)

Approved to form 9-25-12

STATE OF NEW MEXICO
MUNICIPALITY OF CITY OF LAS VEGAS
BUDGET ADJUSTMENT RESOLUTION NO. 15-03

WHEREAS, The Governing Body in and for the Municipality of Las Vegas, State of New Mexico has developed a budget for fiscal year 2015; and

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

WHEREAS, increase/decrease in revenues, expenditures, transfer in, and transfers out to be funded by additional grant funds for the purposes of providing advertising and promotional services to promote tourism, to be funded by additional grant funding, local funds, and;

WHEREAS, the City of Las Vegas is in need of making adjustments to the 2015 fiscal year budget;

WHEREAS, it is the majority opinion of this Council that the budget adjustments meet the requirements as currently determined for fiscal year 2015;

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

_____
Alfonso E. Ortiz, Jr. Mayor

ATTEST:

_____
Casandra Fresquez, City Clerk

REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY ONLY:

_____
Dave Romero, City Attorney

Department of Finance and Administration
Local Government Division
Financial Management Bureau
SCHEDULE OF BUDGET ADJUSTMENTS

REVISED 12/08/06

For Local Government Division use only:

ENTITY NAME: City of Las Vegas
FISCAL YEAR: 2014-2015
DFA Resolution Number: 15-03

ENTITY RESOULUTION NUMBER	(B) FUND	(C) REVENUE EXPENDITURE TRANSFER (TO or FROM)	(D) APPROVED BUDGET	(E) ADJUSTMENT	(F) ADJUSTED BUDGET	(G) PURPOSE
15-03						
299	(230)NM TOURCOOP GRT	REVENUE	0	(20,000)	(20,000)	COOP MARKETING GRANT AGREEMENT
299	(230)NM TOURCOOP GRT	EXPENDITURES	0	40,000	40,000	ADVERTISING/PROMOTION CO-OP GRANT
299	(230)NM TOURCOOP GRT	TRANSFER FROM	0	(20,000)	(20,000)	MATCHING FUNDS FROM LODGERS TAX
214	(202)LODGER'S TAX	TRANSFER TO	(49,349)	(20,000)	(69,349)	TRANSFER TO COOP MARKETING GRANT -LODGERS TAX MATCH

ATTEST: _____
City Clerk (Date)

_____
Mayor (Date)

From the Desk of
Annette Velarde
City of Las Vegas
Event Planner/Film Liaison
505 426-3277 or Cell 505 429-1298
avelarde@ci.las-vegas.nm.us

Date: December 29, 2014

To: Ann Marie Gallegos, Finance Director
City of Las Vegas

Re: NM Tourism Co-Op Grant
Lodgers Tax Budget Adjustment Request

Hello,

We previously discussed the NM Tourism Co-Op Grant; it has now been fully executed by City of Las Vegas and the State of New Mexico Tourism Division (copies have been submitted to the City Clerk's office and previously provided to you). This is a matching grant whereby the co-operative partners of which City of Las Vegas is the fiscal agent spend $20,000.00 and the tourism division reimburses the City $20,000.00.

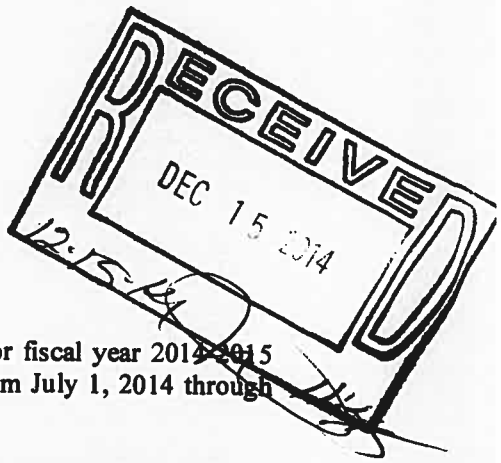
Please consider this a formal request to initiate and complete a Budget Adjustment request in the amount of $40,000.00. The timing of the contract is odd in the fact the grant is half-way through its fiscal cycle and we just recently received executed contracts. I will however report to the NM Tourism office next week (their mid-year deadline) that the co-operative partners will spend the entire $40,000.00 on marketing tourism/festivals.

The funds have been approved by the Lodgers Tax Advisory Board and City Council. If there is anything further you need from me, please do not hesitate to let me know.

Thank you.

Annette

NEW MEXICO True
New Mexico Tourism Department
491 Old Santa Fe Trail * Lamy Building * Santa Fe, NM 87501



December 11, 2014

Dear Cooperative Marketing Grant Holder,

Enclosed is your fully executed Cooperative Marketing Grant Agreement for fiscal year 2014-2015 (FY15) for your records. The agreement is covers eligible expenditures from July 1, 2014 through May 31, 2015.

Effective this grant cycle all creative materials (brochure, digital ad, print ad, website, billboard, radio or television ad, event materials, etc.) must follow the revised New Mexico True design standards and must be submitted prior to creation for approval. The new standards were unveiled on December 1, 2014 and can be found in the Ad Builder Toolkit in our asset library, media.nmtourism.org.

The submission process now incorporates a creative flow time schedule and a two-step approval process.

Creative flow time schedule

Determine the production deadline for your materials. Specifically, the date you need to provide final artwork to the printer/vendor to have the product created in time for your event, etc. Print and digital advertisements the Ad Focus form be submitted at least two weeks prior to the deadline; audio or video materials require three weeks lead-time.

Timelines assist in structuring the entire creative flow process (conception, development, final approval). The end result will be materials that have allowed you to tell your unique story to the potential visitor, while fully embracing the New Mexico True essence. And, this will all be done prior to publication deadlines without stress or undo pressures.

Two-step Approval Process

- **An Focus Form**
  Visit the Ad Builder Toolkit and become familiar with the revised standards. Create an Ad Focus form, when you select the type of ad you will be producing the corresponding time schedule will be shown.

  This submission begins a conversation with the Asset Review Team. In the Ad Focus form you will explain the motivation behind the materials you are creating. We ask you questions such as 'What are you trying to accomplish with this advertisement?' and 'Who is your audience?' Your answers will help our team provide you with feedback to assist in creating the best possible ad to accomplish your goals by leveraging the New Mexico True brand.

  At this time you may submit the image(s), true/false statement, radio script, storyboard, etc. that you are considering but it is not a requirement. The more information you provide the greater understanding our team will have about your submission.

  At the conclusion of the Ad Focus conversation, your submission will receive approval and it will be assigned an Ad ID number.

- **Ad Submission**
  During this process download the revised templates, fonts and your personalized logo files. You will use these assets to develop your final materials.

Utilizing the Ad ID number you then submit the final materials through the Submit Ad feature. Our team will review the file for a final time and provide feedback. After ad approval have been granted you will have a file that is printer ready. The final file will incorporate all the information your printer will need regardless if you are creating a print ad or a billboard.

We understand that you may have ads you are currently working, please continue to submit them to the site as you have been; we will be in a transition period through the month of December. Beginning January 1, 2015, timelines requirements will be adhered to. You may submit ads now that will run in 2015. **If you have an April event or promotion and plan to advertise it in March, those ad deadlines will be in February or possibly January… Please submit them now!**

The following are upcoming dates and deadlines pertaining to this grant:

- **January 1 – February 9, 2015** – I will be out of the office on personal holiday. I will not be checking email during this time. If you have questions related to the financial aspects of the grant, they may be directed to Brandy Velarde at brandy.velarde@state.nm.us. Answers to programmatic questions usually can be found by visiting the CoOp page of our industry website, nmtourism.org. For more detailed and specific questions, please email them to me and I will respond after my return.

- **January 5-9, 2015 – Mid-year status Update.** During this week to confirm the grant funds will be fully expended prior to the end of the grant cycle.

- **January 15, 2015** - Request for payment for the 1st and 2nd quarters are due, requests may be submitted on or before this date. Expenses must have been incurred between July 1, 2014 and December 31, 2014. Requests may be submitted prior to this date.

  Request for payment forms are available at our industry site: nmtourism.org under the "Cooperative Marketing" tab.

- **May 31, 2015** – Last day to incur expenses that intend to be submitted for reimbursement. If not all grant funds will be fully expended please inform me as soon as possible so arrangements can be made to redistribute the unused funds to another grant holder.

- **June 10, 2015** – 4th quarter/final request for payment is due. Final requests may be submitted prior to this date but must always include a Tracking and Impact Report. If you have fully expended the funds but your project cycle is still in process, please submit an interim report at this time and a final report upon completion of the project.

- **Tracking and Impact Report** – The report has been revised, please include this revised form when submitting your final request for payment. It is also available at nmtourism.org under the "Cooperative Marketing" tab.

The FY16 grant cycle will begin in Spring 2015, as a current grant holder, you will be notified via e-mail when the application is available. I look forward to working with you this year and in the years to come. Thank you for your continued support in promoting New Mexico.

I may be reached at 505-412-1183 or via e-mail at audrey.herrera-castillo@state.nm.us

Sincerely,

Audrey Herrera-Castillo

Audrey Herrera-Castillo, Director
Marketing Outreach Program

Agreement Number:15-418-3002-1004

NEW MEXICO TOURISM DEPARTMENT
COOPERATIVE MARKETING GRANT AGREEMENT

WHEREAS, the New Mexico State Legislature appropriated funds to the New Mexico Tourism Department ("Department") the Department's purpose includes providing a coordinated statewide perspective with regard to tourism activities;

WHEREAS, the Department desires to coordinate a statewide perspective by leveraging certain non-profits', local governments', and tribal governments' tourism advertising;

WHEREAS, City of Las Vegas wishes to provide advertising and promotional service to promote tourism in New Mexico and is willing to provide matching funds to further the above purpose; and

NOW, THEREFORE, the Department and City of Las Vegas, a New Mexico Local Government entity ("Contractor"), collectively the "Parties," make and enter this AGREEMENT. **IT IS MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:**

1. **SCOPE OF WORK**:

A. The Contractor agrees:

To work in collaboration with MainStreet de Las Vegas, Citizens Committee for Historic Preservation, Las Vegas Arts Council, Friends of the City of Las Vegas Museum and to promote New Mexico and the Las Vegas area by advertising through various forms of media defined in the original application submitted in response to the 2014/2015 Online Application Process at http://nmtourism.org/coop-marketing/online-application-process/.

Match Requirement: The Department will provide a fifty percent (50%) match of eligible expenses up to the amount of the grant award, (the "Grant Award").
Contractor Agrees to expend this amount in eligible expenses: $ 40,000
Grant Award - Maximum Department Match: $ 20,000

B. The Contractor also agrees:

1. To expend an amount that meets or exceeds twice the amount of the Grant Award through actual cash expenditures; in-kind services do not qualify toward the match requirement.
2. To meet or exceed the requirements of the **2014/2015** Online Application.
3. To use the Department's toolkit in creating of all advertising; in the case of radio advertising, Contractor must use the slogan "New Mexico Land of Enchantment" or personalize the message to be "(your community/event) is New Mexico True".
4. To provide its own funds, above and beyond the Grant Award, to perform the requirements defined in the scope of work of this agreement.

5. That if Contractor fails to spend all of its awarded funds without notifying the Department during its "Mid-Year Status Update" described below, that failure may affect Contractor's eligibility for future years' awards.

C. Deliverables:

Mid-Year Status Update: During the first full workweek of January 2015, Contractor shall submit a mid-year status update confirming that it will expend the balance of the Grant Award grant funds on or before June 10, 2015. If the Contractor anticipates that it will not spend the balance of the Grant Award by June 10, 2015, the Contractor shall notify the Department of the balance it does not anticipate spending in its mid-year status update, and the Department may designate the balance to another purpose.

End of year Tracking and Impact Report ("TIR"): Contractor shall complete and submit a TIR along with the Contractor's final request for payment on or before June 10, 2015. The TIR is available on the Website. Failure to submit the completed report on or before June 10, 2015 may result in forfeiture of the final reimbursement.

2. COMPENSATION:

A. The Department shall reimburse to the Contractor in full payment for eligible expenses an amount not to exceed **$ 20,000 . The Department shall not reimburse the Contractor more than fifty percent (50%) of this amount before January 1, 2015.**.

B. Gross Receipts Tax

The Contractor is a non-profit organization, local government, or tribal government and therefore is exempt from paying New Mexico Gross Receipts Tax, and/or is registered with the New Mexico Taxation and Revenue Department to pay gross receipts tax, if applicable. If Contractor is registered to pay gross receipts tax, the amount of the award described in 2.A includes this tax.

C. Payment

Reimbursement shall be made to the Contractor upon the Department's receipt of a completed request for payment form along with supporting documentation, as defined on the form. Contractor must adhere to the 2014-2015 Online Application and Request for Payment Form. Requests for payment must be submitted on a quarterly basis. Quarters are defined as follows:

- First and Second Quarters Combined – July 1, 2014 through December 31, 2014
- Third Quarter – January 1, 2015 through March 31, 2015
- Fourth Quarter – April 1, 2015 through May 31, 2015

Requests must be postmarked on or before the fifteenth (15th) day after the end of each quarter except for the Fourth Quarter ending May 31st; for the fourth quarter, the request must be postmarked on or before the tenth (10th) day of June 2015.

Failure to adhere to these requirements for the first, second, and third quarters may result in a penalty assessed on the invoice equal to ten percent (10%) of the total invoice submitted. Failure to adhere to these requirements for the fourth quarter will result in the Department re-designating the remaining agreement balance and the balance will not be reimbursed at a future date.

3. **TERM**:

THIS AGREEMENT IS EFFECTIVE on the date of last signature, below. This Agreement shall terminate on **June 30, 2015**, unless terminated pursuant to paragraph 4, infra.

4. **TERMINATION**:

A. Cancellation without Penalty

This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least sixty (60) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the Department's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the Department is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the Department or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE STATE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

B. Termination Management

Immediately upon receipt by either the Department or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Department; 2) comply with all reasonable directives issued by the Department in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Department shall direct for the protection, preservation, retention, or transfer of all property titled to the Department and records generated under this Agreement. Any non-expendable personal property or equipment provided to the Contractor by the Department shall become property of the Department upon termination and shall be submitted to the agency as soon as practicable.

5. STATUS OF THE CONTRACTOR:

The Contractor, and its agents and employees, are independent contractors performing professional services for the Department and are not employees of the State of New Mexico. The Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement.

6. ASSIGNMENT:

The Contractor shall not assign or transfer any interest in this agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the Department.

7. SUBCONTRACTING:

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Department.

8. RECORDS AND AUDIT:

The Contractor shall maintain detailed time records, which indicate the date, time and nature of services rendered. These records shall be subject to inspection by the Department, The Department of Finance and Administration, and the State Auditor. The Department shall have the right to audit billings both before and after payment; payment under this Agreement shall not foreclose the right of the Department to recover excessive or illegal payments.

9. APPROPRIATIONS:

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate upon written notice being given by the Department to the Contractor. The Department's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

10. RELEASE:

The Contractor, upon final payment of the amount due under this Agreement releases the Department, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the State of New Mexico to any obligation not assumed herein by the State of New Mexico, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

11. CONFIDENTIALITY:

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Department.

12. PRODUCT OF SERVICES: COPYRIGHT:

All materials developed or acquired by the Contractor under this Agreement shall become the property of the State of New Mexico and shall be delivered to the Department no later than the termination date of this Agreement. Nothing produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.

13. GOVERNMENTAL CONDUCT ACT:

The Contractor warrants that it presently has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, NMSA 1978, Sections 10-16-1 to -18 (1967, as amended through 2011), regarding contracting with a public officer or state employee have been followed.

14. AMENDMENT:

This Agreement shall not be altered, changed or amended except by instrument, in writing, executed by the parties hereto.

15. MERGER:

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

16. NOTICE:

The Procurement Code, NMSA 1978, Sections 13-1-28 to -199 (1987, as amended through 2014), imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statures impose felony penalties for illegal bribes, gratuities and kickbacks.

17. EQUAL OPPORTUNITY COMPLIANCE:

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico,

the Contractor agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, or, if the employer has fifty or more employees, spousal affiliation, or, if the employer has fifteen or more employees, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

18. APPLICABLE LAW:

This Agreement shall be governed by the laws of the State of New Mexico.

The Contractor agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this agreement may be terminated by the contracting Department.

19. INDEMNIFICATION:

The Contractor shall defend, indemnify and hold harmless the Department and the State of New Mexico from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the Department and the Risk Management Division of the New Mexico General Services Department by certified mail

20. OTHER PROVISIONS:

This Agreement is contingent upon Contractor's compliance with the **2014/2015** Online Application and the **2014/2015** Request for Payment Form. By signing this Agreement, the Contractor acknowledges that it has received a copy of the 2014/2015 Proposal Guidelines and the 2014/2015 Request for Payment form.

21. NOTICES:

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by electronic mail, facsimile, U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the Department:

New Mexico Tourism Department
Audrey Herrera-Castillo
491 Old Santa Fe Trail
Santa Fe, NM 87501
505-412-1183
audrey.herrera-castillo@state.nm.us

To the Contractor:

City of Las Vegas
Annette Velarde
1700 North Grand Avenue
Las Vegas, New Mexico 87701
(505) 426-3277
avelarde@ci.las-vegas.nm.us

22. AUTHORITY:

The person signing below for the Contractor has the authority to bind the Contractor without further resolution or authorization by Contractor's organization.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of execution by the State of New Mexico.

CONTRACTOR	
By:	Title: Acting City Manager
Date: 11-14-14	

STATE OF NEW MEXICO
New Mexico Tourism Department
By:
Date: 12-1-14

NEW MEXICO TAXATION & REVENUE DEPARTMENT
The records of the New Mexico Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department to pay gross receipts and compensating taxes, if applicable.
ID: 01-700067-000
By:
Date: 11/26/14

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE:12/30/2014 DEPT: Executive MEETING DATE: 1/17/2015

DISCUSSION ITEM/TOPIC: Resolution No. 15-02 Supporting the Tri-County (San Miguel, Mora and Guadalupe) Adult Reintegration Center.

BACKGROUND/RATIONALE: The primary purpose of the Northern New Mexico (NNM) Health Impact Assessment (HIA) Team is to promote health equity and health in all policies. The Northern New Mexico HIA Team is in the final stages of completing a study on the benefits of a reintegration center which will provide services necessary to help incarcerated persons become self-reliant and productive citizens, and improve overall community well-being.

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY MANAGER'S OFFICE NO LATER THAN 10:00 A.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

ALFONSO E. ORTIZ, JR.
MAYOR

ANN MARIE GALLEGOS
FINANCE DIRECTOR

ELMER J. MARTINEZ
ACTING CITY MANAGER

PURCHASING AGENT
(FOR BID AWARD ONLY)

DAVE ROMERO
CITY ATTORNEY

Approved as to Legal Sufficiency Only

(If Box is Initialed by City Mngr., Review and Sign)

Approved to form 9-25-12

CITY OF LAS VEGAS
RESOLUTION NO. 15-02

A RESOLUTION OF SUPPORT FOR TRI-COUNTY (SAN MIGUEL, MORA AND GUADALUPE) ADULT REINTEGRATION CENTER

The primary purpose of the Northern New Mexico (NNM) Health Impact Assessment (HIA) Team is to promote health equity and health in all policies. The Northern New Mexico HIA Team is in the final stages of completing a study on the benefits of a reintegration center which will enhance the quality of life through the improvement of the health, welfare, and safety of all residents.

WHEREAS, New Mexico has the highest rate of drug-induced deaths in the country and alcohol-related chronic disease in all three counties is higher than the state average; and

WHEREAS, the Northern New Mexico Counties suffer from high rates of alcoholism, suicide, domestic violence and recidivism; and

WHEREAS, domestic violence involving alcohol is higher in San Miguel County than the State average; and

WHEREAS, the characteristics and rate of recidivism at the San Miguel County Detention Center is much higher than the national rate. The negative effects on physical and mental health of detainee and family with statistics showing children of incarcerated parents are twice as likely to be incarcerated themselves; and

WHEREAS, research shows that six of ten prison and jail inmates meet criteria for a substance use problem; and

WHEREAS, individuals with behavioral health addiction issues must wait for long periods of time before attaining access to support services; and

WHEREAS, the lack of access to support services is a barrier to recovery and prevention of recidivism; and

WHEREAS, lack of health care, job skills, education, and stable housing further increase the risk of recidivism; and

WHEREAS, poor connection with community behavioral health providers negatively affects a high portion of the incarcerated group, as well as public safety; and

WHEREAS, the U.S Department of Justice says that, for every dollar the community invests in the reintegration center, three dollars is saved in the community; and

NOW, THEREFORE, BE IT RESOLVED that the Governing Body of the City of Las Vegas strongly supports the establishment of a Tri-County Reintegration Center that will provide services necessary to help incarcerated persons become self-reliant and productive citizens, and improve overall community well-being.

PASSED, APPROVED AND ADOPTED THIS _____DAY OF _____, 2015

_____
Alfonso E. Ortiz Jr., Mayor

ATTEST:

_____
Casandra Fresquez, City Clerk

REVIEWED AND APPROVED BY:

_____
Dave Romero, City Attorney

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: January 07, 2015 **DEPT:** Executive **MEETING DATE:** January 14, 2015

ITEM/TOPIC: Memorandum of Understanding between the City of Las Vegas and Comedor De San Pascual, Inc.

BACKGROUND/RATIONALE: Comedor De San Pascual would like to enter into an MOU with The City of Las Vegas to provide a meal service to persons of all ages at least one night each week.

Comedor will agree to provide meal services, at least one night each week, to persons of all ages. Comedor along with its volunteers will maintain the standards of health and sanitation required by NM Environment of Health Department. This is presently occurring; however the MOU formalizes the provision of these services.

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY MANAGER'S OFFICE NO LATER THAN 10:00 A.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

ALFONSO E. ORTIZ, JR.
MAYOR

ANN MARIE GALLEGOS
FINANCE DIRECTOR

ELMER J. MARTINEZ,
ACTING CITY MANAGER

PURCHASING AGENT
(FOR BID AWARD ONLY)

DAVE ROMERO
CITY ATTORNEY
Approved as to Legal Sufficiency Only
(If Box is Initialed by City Mngr., Review and Sign)

Approved to form 9-25-12

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LAS VEGAS AND COMEDOR DE SAN PASCUAL, INC. FOR THE USE OF THE LAS VEGAS SENIOR CITIZENS' CENTER

This Memorandum of Understanding (MOU) is an agreement between Comedor de San Pascual, Inc. (Comedor) and the City of Las Vegas for the use of the Las Vegas Senior Citizens' Center (Senior Center) by Comedor. The parties agree as follows:

- Comedor agrees to serve, for at least one night each week, a free meal to the Las Vegas public of all ages.
- Comedor and its volunteers will maintain the standards of health and sanitation required by New Mexico Environment of Health Department (EOH) in preparing, serving and cleaning up of the meal.
- The free meal will often be augmented by additional food meeting EOH standards.
- Comedor agrees to contribute in-kind services to the Senior Center to relieve it from the overhead of Comedor's activities at the Senior Center.
- These services will be coordinated by the Senior Center Manager and Comedor's Executive Director, to include any additional nights needed to serve.

Amendments of this MOU shall occur only after the proposed amendments are given to the parties prior to their respective Board or Council meetings and which are approved per the quorum requirements of the meetings. Either party may terminate this agreement upon sixty (60) days written notice.

Approved and Adopted this _____ day of _____, 2015.

_____
City of Las Vegas
Mayor Alfonso E. Ortiz, Jr,

_____
Chairperson, Comedor de San Pascual

State of New Mexico

Environment Department

FOOD ESTABLISHMENT PERMIT

This is to certify that BONNIE BOLTON

Owner of: COMEDOR DE SAN PASCUAL

Is hereby granted a permit to operate a food establishment

At: SENIOR CITIZEN CENTER, 500 SABINO ST., LAS VEGAS, NM

Type of Establishment: TEMPORARY - SOUP KITCHEN

Failure to maintain and operate the establishment in compliance with the Regulations (7.6.2 NMAC) may result in suspension or revocation of this permit by an authorized representative of this Department.

Date Issued: JANUARY 6, 2015 *Permit Number:* LV15001

Expiration Date: FEBRUARY 6, 2015 *Authorizing Official:* Kardee Dellegos

This permit is not transferable to another individual, establishment, or location.

This permit must be displayed in a conspicuous place.

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 1/7/2015 **DEPT: EXECUTIVE** **MEETING DATE: 1/14/2015**

DISCUSSION ITEM/TOPIC: Agreement between the City of Las Vegas and the Friends of the Las Vegas Carnegie Library.

BACKGROUND/RATIONALE: The Friends of the Library are proposing to enter into an agreement with OverDrive for the purposes providing an e-book service out of Carnegie Library. Under the agreement the Friends would Pay 100% of the cost for the first year and 66% of the cost for the second and third years. The City share will be paid from General Obligation Bond for books.

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY MANAGER'S OFFICE NO LATER THAN 10:00 A.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

ALFONSO E. ORTIZ, JR.
MAYOR

ANN MARIE GALLEGOS
FINANCE DIRECTOR

ELMER J. MARTINEZ
ACTING CITY MANAGER

PURCHASING AGENT
(FOR BID AWARD ONLY)

DAVE ROMERO
CITY ATTORNEY

Approved as to Legal Sufficiency Only

(If Box is Initialed by City Mngr., Review and Sign)

Approved to form 9-25-12

MEMORANDUM OF AGREEMENT BETWEEN
CITY OF LAS VEGAS
AND
FRIENDS OF THE LIBRARY

This Memorandum of Agreement (MOA) entered into on_____ between the City of Las Vegas and the Friends of the Las Vegas Carnegie Library. This Agreement term is for a three year term.

RECITALS:

WHEREAS, the Friends of the Library shall provide the program services as set forth in the scope of work incorporated in with Overdrive, Inc.

WHEREAS, this MOA is carried out to provide e-books.

The parties agree as follows:

1. The Friends of the Library will be responsible for the full amount of the services for the first year which totals $3,000.00.

2. The Friends of the Library will be responsible for two-thirds ($2,000.00) and the City of Las Vegas will be responsible for one-third of the amount of the services ($1,000.00) for the second and third year.

3. Any additional costs will be the responsibility of the Friends of the Library for the exception of additional services requested by the City which would be subject to negotiation between the parties.

The parties, on this _____day of _____, 2015, hereby agree to the foregoing Memorandum of Agreement.

_____
CITY OF LAS VEGAS
Elmer J. Martinez, Acting City Manager

ATTEST:

_____
CITY CLERK

Approved as to Legal Sufficiency only:

_____
DAVE ROMERO, City Attorney

_____
FRIENDS OF THE LIBRARY
Gina Harris, Chairwoman

Friends of The Las Vegas Carnegie Library
500 National Avenue
Las Vegas, New Mexico 87701

Mayor Alfonso Ortiz
City Manager Elmer Martinez
Councilors
1700 Grand Avenue
Las Vegas, New Mexico 87701

Gentlemen: We, The Friends of The Las Vegas Carnegie, are proposing that we implement The New Mexico Library To Go to be a part of the Consortium in the Las Vegas Carnegie Library. We feel that this would be of great value to the City of Las Vegas with more than a shared collection of 2,800 eBook titles and over 600 audiobook titles. OverDrive is the only digital vendor that offers a link to Amazon for added lending power.

The annual fee for this program would be $3000 for the next three years. The program which is powered by OverDrive is broken down this way: $1000 for training and maintenance and $2000 for buying power of over 2 million titles from 5,000 publishers to choose from in the OverDrive Marketplace, offering four media formats: eBooks, audiobooks, music, and streaming videos. The library is credited for the amount of books, audio and video checked out with The Carnegie Library card. The traveler, shut-ins, rural, and local in-town citizens will now be able to read at their convenience. The library will continue to increase its inventory based on the fact that the inventory will automatically return to the library at the end of the check-out period.

We propose that The Friends of The Carnegie Library will find funding or will fund the $3000 for the first year of the three year contract. The additional two years we ask that the City of Las Vegas fund $1000 to meet the contract needs and that The Las Vegas Friends of The Carnegie will find funding for the remaining $2000. In addition to the funding, The Friends of The Las Vegas Carnegie will advertise the new digital program through many media sources, including radio, newspaper, and word of mouth. At the end of the three year contract the Friends of The Las Vegas Carnegie and The City will evaluate the success of the New Mexico Library To Go program and see if we wish to re-sign for another three years.

Signed, Gina Harris, Friends of The Las Vegas Carnegie Library President

Please see attached information and contract.

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 01/05/15 DEPT: Public Works MEETING DATE: 01/14/15

DISCUSSION ITEM/TOPIC: Resolution #15-04, a resolution Re-Adopting the State and Federal Procurement Code.

BACKGROUND/RATIONALE: Is a CDBG requirement to approve annually by resolution.

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY MANAGER'S OFFICE NO LATER THAN 10:00 A.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

ALFONSO E. ORTIZ, JR.
MAYOR

ELMER MARTINEZ
ACTING CITY MANAGER

ANN MARIE GALLEGOS
FINANCE DIRECTOR ☐

PURCHASING AGENT
(FOR BID AWARD ONLY)

DAVE ROMERO
CITY ATTORNEY ☐

Approved as to Legal Sufficiency Only

(If Box is Initialed by City Mngr., Review and Sign)

Approved to form 9-25-12

CITY OF LAS VEGAS

RESOLUTION NO. 15-04

A RESOLUTION RE-ADOPTING THE STATE AND FEDERAL PROCUREMENT CODE

WHEREAS; the purpose of this resolution is to adopt regulations to define the general and specific requirements of the Procurement Code; and

WHEREAS; the City of Las Vegas is a Home Rule Charter and as such has the opportunity to maintain its own Procurement Code or adopt the State of New Mexico and Federal Procurement Code; and

WHEREAS; the Governing Body may adopt regulations through resolution or ordinance to affect the powers and duties granted to municipalities by state law; and

WHEREAS; the Governing Body is adopting both the State of New Mexico and Federal Procurement Code; and

WHEREAS; the City of Las Vegas will follow the more stringent of the codes in accordance with any State or Federal laws.

NOW, THEREFORE, BE RESOLVED THAT the City Council, the Governing Body of the City of Las Vegas, that the Procurement Codes attached hereto are the purchasing processes to be utilized by all employees of this municipality in the procurement of tangible personal property, services and construction.

PASSED, APPROVED and ADOPTED this_____ day of _____ 2015.

CITY OF LAS VEGAS

_____
Alfonso E. Ortiz, Jr., Mayor

ATTEST:

_____
Cassandra Fresquez, City Clerk

REVIEWED AND APPROVED AS TO FORM:

_____
Dave Romero, Jr., City Attorney

accounting computer software if it can generate a similar report format. The Grantee must show evidence of their workforce job classification and the position of the Grantee's employees.

Task #16 Section 3 Plan and Report

This Section 3 Reporting only applies to CDBG-related contractors and hires.

Section 3 is a provision of the HUD Act of 1968 that helps foster local economic development, neighborhood economic improvement, and individual self-sufficiency. The Section 3 program requires that recipients of certain HUD financial assistance, to the greatest extent feasible, provide job training, employment, and contracting opportunities for low or very low income residents in connection with projects and activities in their community. Every Grantee is required to adopt a "Section 3 Plan" (**Exhibit 1-T**) by resolution annually for CDBG projects. In addition, the Grantee must submit a "Section 3 Summary Report" (**Exhibit 1-U**) to the project representative at time of award. This is based on the contractor meeting one of the criteria in the "Section 3 Contractor Certification" (**Exhibit 1-V**). The Grantee may have the contractor certify that he is a Section 3 Business by completing the Certification Form. The contractor must have his new hire(s) that are Section 3 residents fill out a "Section 3 Resident Certification" (**Exhibit 1-W**).

Task #17 Procurement Policy

The Grantee is required to adopt and adhere to a procurement policy by resolution annually for CDBG projects. Chapters 3 and 4 discuss procurement in more detail.

We recommend updating and adopting the procurement policy annually with other federal requirements.

Task #18 Contractor/Subcontractor Clearance

To comply with HUD requirements, the Grantee must assure that any and all parties under contract on CDBG projects (including administrative, professional, and construction service providers) maintain an active registration on the federal System for Award Management (SAM), which must be available for public search. LGD will verify and approve registration prior to providing clearance. Chapters 3 and 4 discuss federal SAM registration in more detail.

Task #19 HUD Applicant/Recipient Disclosure/Update Report

The "Applicant/Recipient Disclosure/Update Report" (**Exhibit 1-F**) was submitted at the time of application. This form is required by HUD if the Grantee: 1) has received or expects to receive assistance from HUD in excess of $200,000 during the fiscal year, 2) is updating a prior report, or 3) is submitting an application to an entity other than HUD and the application is required by statute or regulation to be submitted to HUD for approval or for any other purpose. All grant recipients must submit update reports to the LGD project manager to reflect substantial changes to the initial applicant disclosure report. Once the project has been completed, a final "Applicant/Recipient Disclosure/Update Report" (**Exhibit 1-F**) must be submitted with the "Progress/Final Report" (**Exhibit 1-D**).

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 01/05/15 DEPT: Public Works MEETING DATE: 01/14/15

DISCUSSION ITEM/TOPIC: Resolution #15-05 a resolution approving a Fair Housing Policy

BACKGROUND/RATIONALE: Is a CDBG requirement to approve annually by resolution.

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY MANAGER'S OFFICE NO LATER THAN 10:00 A.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

ALFONSO E. ORTIZ, JR.
MAYOR

ANN MARIE GALLEGOS
FINANCE DIRECTOR ☐

ELMER MARTINEZ
ACTING CITY MANAGER

PURCHASING AGENT
(FOR BID AWARD ONLY)

DAVE ROMERO
CITY ATTORNEY ☐

Approved as to Legal Sufficiency Only

(If Box is Initialed by City Mngr., Review and Sign)

Approved to form 9-25-12

Exhibit 1-O

CITY OF LAS VEGAS
FAIR HOUSING RESOLUTION WITH REQUIRED ELEMENTS

Resolution No. 15-05

A resolution of the Mayor and City Council of the City of Las Vegas, adopting a fair housing policy, making known its commitment to the principle of fair housing, and describing actions it shall undertake to affirmatively further fair housing.

WHEREAS; the Housing and Community Development act of 1974 as amended requires that all applicant for Community Development Block Grants funds certify that they shall affirmatively further fair housing; and

WHEREAS; the Civil Rights Act of 1968 (commonly known as the Federal Fair Housing Act) and the Fair Housing Amendments Act of 1988 declare a national policy to prohibit discrimination in the sale, rental, leasing and financing of housing or land to be used for the construction of housing or in the provision of brokerage services, on the basis of race, color, religion, sex, disability, familial status or national origin; and

WHEREAS; fairness is the foundation of the American system and reflects traditional American values; and

WHEREAS; discriminatory housing practices undermine the strength and vitality of America and its people;

NOW, THEREFORE, BE RESOLVED THAT the Mayor and City Council of the City of Las Vegas hereby wish all persons living, working, doing business in or traveling through this city to know that: discrimination in the sale, rental, leasing, and financing of housing or land to be used for construction of housing, or in the provision of brokerage services on the basis of race, color, religion, sex, handicap, familial status or national origin is prohibited by Title VIII of the Fair Housing Act Amendments of 1988; and that it is the policy of the City of Las Vegas to implement programs, within the constraints of its resources, to ensure equal opportunity in housing for all persons regardless of race, color, religion, sex, handicap, familial status or national origin; and within available resources the City of Las Vegas will assist all persons who feel they have been discriminated against in housing issues on the basis of race, color, religion, sex, handicap, familial status or national origin to seek equality under existing federal and state laws to file a complaint with the New Mexico Attorney General's Office or the U.S. Department of Housing and Urban Development; and that the City of Las Vegas shall publicize this Resolution and thereby encouraging owners of rental properties, developers, builders and others involved with housing to become aware of their respective responsibilities and rights under the Fair Housing Amendments Act of 1988 and any applicable state or local laws or ordinances; and that the City of Las Vegas shall undertake the following actions to affirmatively further fair housing:

1. mailing copies of this resolution to the real estate community, banks, developers, community organizations and local media

2. posting copies of this resolution at identified locations

3. and distributing flyers

PASSED AND ADOPTED BY THE Mayor and City Council of the City of Las Vegas

_____ on this_____ day of _____.

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 01/05/15 **DEPT: Public Works** **MEETING DATE: 01/14/15**

DISCUSSION ITEM/TOPIC: Resolution #15-06 a resolution adopting the City of Las Vegas' Section 3, Citizenship Participation and Residential Anti-Displacement and Relocation Assistance Plans

BACKGROUND/RATIONALE: Is a CDBG requirement to approve annually by resolution.

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY MANAGER'S OFFICE NO LATER THAN 10:00 A.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

ALFONSO E. ORTIZ, JR.
MAYOR

ANN MARIE GALLEGOS
FINANCE DIRECTOR

ELMER MARTINEZ
ACTING CITY MANAGER

PURCHASING AGENT
(FOR BID AWARD ONLY)

DAVE ROMERO
CITY ATTORNEY

Approved as to Legal Sufficiency Only

(If Box is Initialed by City Mngr., Review and Sign)

Approved to form 9-25-12

CITY OF LAS VEGAS ANNUAL CDBG REQUIREMENTS

RESOLUTION NO. 15-06

A RESOLUTION APPROVING THE CITY OF LAS VEGAS CDBG REQUIREMENTS: SECTION 3 PLAN, CITIZEN PARTICIPATION PLAN, AND RESIDENTIAL ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE PLAN

WHEREAS, the City of Las Vegas is required to comply with CDBG compliance requirements, and

WHEREAS, it is required that the City of Las Vegas' Section 3, Citizen Participation and Residential Displacement and Relocation plans are adopted annually by resolution, and

WHEREAS, the City of Las Vegas has prepared plans that are in compliance with the CDBG requirements;

NOW THEREFORE BE IT RESOLVED by the City of Las Vegas City Council that the City of Las Vegas' Section 3, Citizen Participation and Residential Displacement and Relocation Plans are approved for implementation.

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

_____
Mayor Alfonso E. Ortiz, Jr.

ATTEST:

_____
Casandra Fresquez, City Clerk

APPROVED AS TO LEGAL SUFFICEIENCY ONLY

_____
David Romero, Jr., City Attorney

EXHIBIT 1-T

CITY OF LAS VEGAS
SECTION 3 PLAN

The *City of Las Vegas* is committed to comply with Section 3 of the Housing and Urban Development Act of 1968. This Act encourages the use of small local businesses and the hiring of low income residents of the community.

The *City of Las Vegas* has appointed the Public Works Director or his/her Designee as the Section 3 Coordinator, to advise and assist key personnel and staff on Section 3, to officially serve as focal point for Section 3 complaints, and as the on-site monitor of prime contractors and sub-contractors to insure the implementation and enforcement of their Section 3 plans. The approval or disapproval of the Section 3 plan is the ultimate responsibility of the Documentation of efforts will be retained on file for monitoring by the state.

Therefore, the *City of Las Vegas* shall:

1. Hiring
   a. Advertise for all City positions in local newspapers, and in accordance with City Policy
   b. List all City job opportunities with the State Employment Service
   c. Give preference in hiring to lower income persons residing in the City. This means that if two equally qualified persons apply and one is a resident of the City and one is not, the resident will be hired in accordance with City Policy
   d. Maintain records of City hiring as specified on this form

ANTICIPATED _____ HIRING 2015				
PLANNED			ACTUAL	
Job Classification	# of Positions to be Filled	# of Positions to be Filled by Lower Income City or Residents	# of Positions Filled	Positions Filled by Lower Income City Residents
Office/Clerical	1	1	0	0
Laborer	2	2	2	2
Seasonal	17	17	17	17

- Chart for Section 3 Plan **MUST** be filled out in its entirety.

2. Contracting

a. The City will compile a list of businesses, suppliers and contractors located in the City.

b. These vendors will be contacted for bid or quotes whenever the City requires supplies, services or construction.

c. Preference will be given to small local businesses. This means if identical bids/quotes are received from a small business located within the City and one from outside the City, the contract will be awarded to the business located within the community.

3. Training

The City shall maintain a list of all training programs operated by the City and its agencies and will direct them to give preference to City residents. The City will also direct all CDBG sponsored training to provide preference to City residents.

4. CDBG Contracts

All CDBG bid proposals and contracts shall include the following Section 3 language.

a. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170lu. Section 3 requires that the greatest extent feasible, opportunities for training and employment be given lower income residents of the project areas, and contracts for work in connection with the project be awarded to business concerns residing in the project area.

b. The parties to this contract will comply with the provision of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

c. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under the Section 3 clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

d. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for, or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135, and will not let any subcontract unless the subcontractor has first provided it with the requirements of these regulations.

e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders of the Department, issued thereunder prior to the

execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR 135.

The City shall require each contractor to prepare a written Section 3 plan as a part of their bids on all jobs exceeding $100,000. All Section 3 plans shall be reviewed and approved by the City's Equal Opportunity Section 3 Compliance Officer and retained for monitoring by the state.

The City will maintain all necessary reports and will insure that all contractors and subcontractors submit required reports.

LOWER INCOME CLARIFICATION

A family who resides in *Las Vegas, NM* and whose income does not exceed the income limit for the size of family as per the attached Section 8 Income Limit for San Miguel County. Information contained in our Section 3 Plan reflects the status of the City employees regarding lower income considerations based on their salary paid by the City.

_____
Alfonso E. Ortiz, Jr., Mayor

_____
Date

EXHIBIT 1-P

CITY OF LAS VEGAS
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CITIZEN PARTICIPATION PLAN

Introduction

In accordance with the 1987 revisions to the Housing and Community Development Act and in an effort to further encourage citizen participation, the *City of Las Vegas* has prepared and adopted this Citizen Participation Plan.

Objective A

The *City of Las Vegas* will provide for and encourage citizen participation within its area of jurisdiction, with particular emphasis on participation by persons of low and moderate income.

Action items:

1. *Adopt and circulate an Open Meetings Resolution which provides citizens with reasonable notice of City/County upcoming meetings, actions and functions.*

2. *Develop press releases on City/County meetings, actions and hearings and circulate to newspapers, radio and television media.*

3. *Develop and maintain listing of groups and representative of low and moderate income persons, and include on mailing lists of announcements, notices, press releases, etc.*

Objective B

The *City of Las Vegas* will provide citizens with reasonable and timely access to local meetings, information and records relating to the proposed and actual use of CDBG funds. *Action items:*

1. *Public notices, press releases, etc., should allow for a maximum length of notice to citizens.*

2. *Appropriate information and records relating to the proposed and actual use of CDBG funds must be available upon request to all citizens. Personnel and income records may be exempted from these requirements.*

3. *Meetings, hearing, etc., should be conducted at times and locations conducive to public attendance, e.g., evenings, Saturdays.*

Objective C

The *City of Las Vegas* will provide technical assistance to groups and representatives of low and moderate income persons that request assistance in developing proposals. *Note: the level and type of assistance is to be determined by the City/County. Action items:*

1. *Low and moderate income groups should be advised that technical assistance, particularly in the area of community development, is available from the City/County upon request.*

2. *Document technical assistance provided to such groups and has documentation available for review.*

Objective D

The *City of Las Vegas* will provide a minimum of two public hearings to obtain citizen participation and respond to proposals and questions at all stages of the Community Development Block Grant Program. *Action items:*

1. *Advise citizens of the CDBG program objectives, range of activities that can be applied for and other pertinent information.*

2. *Conduct a minimum of two public hearings:*

   a. *One public hearing will be held to advise citizens of the program objectives and range of activities that can be applied for, and to obtain the citizen's views on community development and housing needs, to include the needs of low and moderate income people. This hearing will take place prior to the selection of the project to be submitted to the state for CDBG funding assistance.*

   b. *A second public hearing will be held to review program performances, past use of funds and make available to the public its community development and housing needs, including the needs of low and moderate income families, and the activities to be undertaken to meet such needs.*

3. *Publish public hearing notices in the non-legal section of newspapers or in other local media. Evidence of compliance with these regulations will be provided with each CDBG application, i.e., hearing notice minutes of public meetings, list of needs and activities to be undertaken, etc. Amendments to goals, objectives and applications are also subject to public participation.*

Objective E

The *City of Las Vegas* will provide timely written answers to written complaints and grievances within 15 working days where practical. *Action items:*

1. *Adopt complaint handling procedures or policies to insure that complaints or grievances are responded to within 15 days, if possible.*

2. *Allow for appeal of a decision to a neutral authority.*

3. *File a detailed record of all complaints or grievances and responses in one central location with easy public access.*

Objective F

The *City of Las Vegas* will identify how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of residents can be reasonably expected to participate. *Action items:*

1. *Identify areas where large majorities of non-English speaking persons reside and make appropriate provisions when issues affecting these areas are to be discussed at public meetings, hearings, etc. Appropriate provisions will include having interpreters available at the meeting and having briefing material available in the appropriate language.*

2. *Maintain records/rosters of public hearing attendees and proceedings to verify compliance with this objective.*

Exhibit 1-R

CITY OF LAS VEGAS
RESIDENTIAL ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE PLAN

I. Background/Introduction

Section 104(d) of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5304(d)(4)), Section 105(b)(16) of the Cranston-Gonzalez National Affordable Housing Act (42 U.S.C. 12705(b)(16)), and implementing regulations at 24 CFR Part 42, specify that a grantee under the Community Development Block Grant (CDBG) must certify that it has in effect and is following a "residential Anti-displacement and relocation assistance plan" (Plan). As a CDBG grantee, **The City of Las Vegas** must certify to State of New Mexico Department of Finance and Administration Local Government Division that it has and is following such a Plan.

The Plan must include three components: 1) one-for-one replacement requirements for lower-income housing units, 2) relocation assistance, and 3) a description of the steps **The City of Las Vegas** will take to minimize displacement.

II. Activities Covered by the Plan

All activities involving the use of CDBG funds that cause displacement as a direct result of demolition or conversion of a lower-income dwelling are subject to the requirements specified in the Plan. Activities for which funds are first obligated on or after September 30, 1988 are subject to the requirements specified in the Plan, without regard to the source year of the funds.

III. Uniform Relocation Act

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA) govern displacement that directly results from acquisition, rehabilitation, or demolition of real property when federal funds are used. **The City of Las Vegas** Residential Anti-displacement and Relocation Assistance Plan is in no way intended to supersede the URA. CDBG assisted activities may still be subject to the requirements of the URA.

IV. One-for-One Replacement Units

All occupied and vacant occupiable lower-income dwelling units that are demolished or converted to a use other than as lower-income dwelling units in connection with an assisted activity must be replaced with comparable lower-income units. Replacement lower-income dwelling units may be provided by any governmental agency or private developer and must meet the following requirements:

A. The units must be located within the **City of Las Vegas** to the extent feasible, the units shall be located within the same neighborhood as the units replaced

B. The units must be sufficient in number and size to house no fewer than the number of occupants who could have been housed in the units that are demolished or converted. The number of occupants who could have been housed in the units shall be in accordance with applicable local housing occupancy codes. The units may not be replaced with smaller units (e.g., a 2-bedroom unit with two 1-bedroom units), unless the **City of Las Vegas** has provided information demonstrating that such a proposed replacement is consistent with the needs

assessment contained State of New Mexico Department of Finance and Administration Local Government Division HUD-approved Consolidated Plan.

C. The units must be in standard condition and must at a minimum meet Section 8 Program Housing Quality Standards. Replacement lower-income units may include units brought from a substandard condition to standard condition if: 1) no person was displaced from the unit; and 2) the unit was vacant for at least 3 months before execution of the agreement between the **City of Las Vegas** and the property owner.

D. The units must initially be made available for occupancy at any time during the period beginning 1 year before the recipient makes public the information required under Section F below and ending 3 years after the commencement of the demolition or rehabilitation related to the conversion.

E. The units must be designed to remain lower-income dwelling units for at least 10 years from the date of initial occupancy. Replacement lower-income dwelling units may include, but are not limited to, public housing or existing housing receiving Section 8 project-based assistance

F. Before the **City of Las Vegas** enters into a contract committing it to provide CDBG funds for any activity that will directly result in the demolition of lower-income dwelling units or the conversion of lower-income dwelling units to another use, the **City of Las Vegas** must make public and submit in writing to State of New Mexico Department of Finance and Administration Local Government Division the following information:

1. A description of the proposed assisted activity;
2. The location on a map and number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than for lower-income dwelling units as a direct result of the assisted activity;
3. A time schedule for the commencement and completion of the demolition or conversion;
4. The location on a map and the number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units. If such data is not available at the time of the submission to State of New Mexico Department of Finance and Administration Local Government Division, the submission shall identify the general location on an area map and the approximate number of dwelling units by size, and information identifying the specific location and number of dwellings units by size shall be submitted and disclosed to the public as soon as it is available;
5. The source of funding and time schedule for the provision of replacement dwelling units;
6. The basis for concluding that each replacement unit will remain a lower-income dwelling unit for at least 10 years from the date of initial occupancy; and
7. Information demonstrating that any proposed replacement of dwelling units with smaller dwelling units is consistent with the needs assessment contained in the State of New Mexico Department of Finance and Administration Local Government Division Consolidated Plan.

G. The one-for-one replacement requirements may not apply if HUD determines, based on objective data, that there is an adequate supply of vacant lower-income dwelling units in standard condition available on a non-discriminatory basis within **City of Las Vegas**. In making such a determination, State of New Mexico Department of Finance and Administration Local

Government Division will consider such factors as vacancy rates, numbers of lower-income units in the **City of Las Vegas** and the number of eligible families on the Section 8 waiting list.

V. Relocation Assistance

Each lower-income person who is displaced as a direct result of CDBG assisted demolition or conversion of a lower-income dwelling shall be provided with relocation assistance.

Relocation assistance includes advisory services and reimbursement for moving expenses, security deposits, credit checks, other moving expenses, including certain interim living costs, and certain replacement housing assistance.

Displaced persons have the right to elect, as an alternative to the benefits described in this Plan, to receive benefits under the URA, if they determine that it is in their best interest to do so. The following relocation assistance shall be available to lower-income displacement persons:

A. Displaced lower-income persons will receive the relocation assistance required under 49 CFR 24, Subpart C (General Relocation Requirements) and Subpart D (Payment for Moving and Related Expenses) whether the person elects to receive assistance under the URA or the assistance required by CDBG regulations. Relocation notices must be distributed to the affected persons in accordance with 49 CFR 24.203 of the URA;
B. The reasonable and necessary cost of any security deposit required to rent the replacement dwelling unit and for credit checks required to rent or purchase the replacement dwelling unit;
C. Actual reasonable out-of-pocket costs incurred in connection with temporary relocation, including moving expenses and increased housing costs, if:

    1. The person must relocate temporarily because continued occupancy of the dwelling unit constitutes a substantial danger to the health or safety of the person or the public; or
    2. The person is displaced from a lower-income dwelling unit, none of the comparable replacement units to which the person has been referred qualifies as a lower-income dwelling unit, and a suitable lower-income dwelling unit is scheduled to become available through one-for-one replacement requirements

D. Replacement Housing Assistance. Displaced persons are eligible to receive one of the following two forms of replacement housing assistance:

    1. Each person shall be offered rental assistance equal to 60 times the amount necessary to reduce the monthly rent and estimated average monthly cost of utilities for a replacement dwelling to the "Total Tenant Payment", as determined under 24 CFR 813.107. All or a portion of this assistance may be offered through a certificate or housing voucher for rental assistance under the Section 8 program. Where Section 8 assistance is provided to the displaced person, the **City of Las Vegas** must provide the person with referrals to comparable units whose owners are willing to participate in Section 8 program to the extent that cash assistance is provided, it will be provided in installments.
    2. In lieu of the housing voucher, certificate or cash assistance described above, the person may elect to receive a lump sum payment allowing them to secure participation in a housing cooperative or mutual housing association. This lump sum payment shall be equal to the capitalized value of 60 monthly installments of the amount that is obtained by subtracting the "Total Tenant Payment", as

determined under 24 CFR 813.107, from the monthly cost of rent and average monthly cost of utilities at a comparable replacement dwelling unit. To compute the capitalized value, the installments shall be discounted at the rate of interest paid on passbook savings in a federally insured financial institution conducting business within **City of Las Vegas**

Displaced lower-income tenants shall be advised of their right to elect relocation assistance pursuant to the URA and the regulations at 49 CFR 24 as an alternative to the relocation assistance available under CDBG regulations.

VI. Eligibility for Relocation Assistance

A lower-income person is eligible for relocation assistance if they are considered to be a "displaced person" as defined in 24 CFR 42.305. A displaced person means a lower-income person who, in connection with an activity assisted under the CDBG program, permanently moves from real property or permanently moves personal property from real property as a direct result of demolition or conversion of a lower-income dwelling.

For purposes of this definition, a permanent move includes a move made permanently and:

A. After notice by the owner to move from the property, if the move occurs on or after the date of the submission of a request to the **City of Las Vegas** for CDBG assistance that is later approved for the requested activity; or

B. After notice by the owner to move from the property, if the move occurs on or after the date of the initial official submission to HUD of the consolidated plan under 24 CFR Part 91 describing the assisted activity; or

C. Before the dates described in A & B above, if the **City of Las Vegas** or State of New Mexico Department of Finance and Administration Local Government Division determines that the displacement was a direct result of conversion or demolition in connection with a CDBG assisted activity; or

D. By a tenant-occupant of a dwelling unit, if any one of the following three situations occurs:

1. The tenant moves after execution of the CDBG agreement covering the acquisition, rehabilitation or demolition and the move occurs before the tenant is provided written notice offering the tenant the opportunity to lease and occupy a suitable, decent, safe and sanitary dwelling in the same building/complex upon completion of the project under reasonable terms and conditions, including a monthly rent and estimated average monthly utility costs that do not exceed the greater of the tenant's monthly rent before such agreement, or the total tenant payment as determined under 24 CFR 813.107 if the tenant is lower-income, or 30 percent of gross household income if the tenant is not lower-income.

2. The tenant is required to relocate temporarily, does not return to the building/complex, and either is not offered payment for all reasonable out-of-pocket expenses incurred in connection with the temporary relocation, or other conditions of the temporary relocation are not reasonable.

3. The tenant is required to move to another dwelling unit in the same building/complex but is not offered reimbursement for all reasonable out-of-pocket expenses incurred in connection with the move, or other conditions of the move are not reasonable.

If the displacement occurs on or after the appropriate date described in A & B above, the lower-income person is not eligible for relocation assistance if:

A. The person is evicted for cause based upon a serious or repeated violation of the terms and conditions of the lease or occupancy agreement, violation of applicable federal, State or local law, or other good cause, and the **City of Las Vegas** determines that the eviction was not undertaken for the purpose of evading the obligation to provide relocation assistance;

B. The person moved into the property on or after the date described in A & B above after receiving written notice of the expected displacement; or

C. The **City of Las Vegas** determines that the displacement was not a direct result of the CDBG assisted activity and the State of New Mexico Department of Finance and Administration Local Government Division concurs with this determination.

VII. Minimizing Displacement

The CDBG regulations regarding the demolition or conversion of lower-income dwelling units are designed to ensure that lower-income persons are provided with adequate, affordable replacement housing. Naturally, involuntary displacement should be discouraged whenever a reasonable alternative exists. Involuntary displacement is extremely disruptive and disturbing, especially to lower-income persons who do not have the means to locate alternative housing.

There are various ways that displacement can be minimized. The following are steps that will be taken to minimize the involuntary displacement of lower-income persons when CDBG funds are involved:

A. Screening of Applications All CDBG applications will be reviewed to determine whether involuntary displacement is likely to occur. Those applications involving displacement will receive a lower priority recommendation for funding unless it can be shown that alternatives are not available.

B. Acquisition of Property Applicants who apply for CDBG funds to acquire property for the development of lower-income housing will be encouraged to purchase vacant land. In the case of in-fill and other projects where this is not feasible and the project involves potential displacement, the applicant shall agree to allow the displaced lower-income person(s) to occupy the new housing at an affordable rent.

Applicants who utilize CDBG funds to rehabilitate or convert a lower-income unit to a non-residential use will be required to supply replacement housing consistent with paragraph IV, as well as relocation assistance.

C. Cost of Relocation Assistance The cost of any required relocation assistance and the provision of replacement housing will be borne by the applicant and may be paid for out of CDBG funds awarded to the project.

VIII. Definitions

A. "Comparable replacement dwelling unit" means a dwelling unit that:

1 Meets the criteria of 49 CFR 24.2(d)(1) through (6); and

2 Is available at a monthly cost for rent plus estimated average monthly utility costs that does not exceed the "Total Tenant Payment" determined under 24 CFR 813.107 after taking into account any rental assistance the household would receive.

B. "Lower-income dwelling unit" means a dwelling unit with a market rental (including utility costs) that does not exceed the applicable Fair Market Rent (FMR) for existing housing and moderate rehabilitation established under 24 CFR Part 888.

C. "Standard condition" means units that at a minimum meet the Existing Housing Quality Standards of the Section 8 rental subsidy program.

D. "Substandard condition suitable for rehabilitation" means units with code violations that can be brought to Section 8 Housing Quality Standards within reasonable monetary amounts.

E. "Vacant occupiable dwelling unit" means a dwelling unit that is in a standard condition; a vacant dwelling unit that is in substandard condition, but is suitable for rehabilitation; or a dwelling unit in any condition that has been occupied (except by a squatter) at any time within the period beginning 3 months before the date of execution of the agreement by the **City of Las Vegas** covering the rehabilitation or demolition.

IX. Grievances

The **City of Las Vegas** will provide timely written answers to written complaints and grievances within 15 working days where practical. Action items:

A. Adopt complaint handling procedures or policies to insure that complaints or grievances are responded to within 15 days, if possible.

B. Allow for appeal of a decision to a neutral authority.

C. File a detailed record of all complaints or grievances and responses in one central location with easy public access.

IX. Certification

The **City of Las Vegas** herewith certifies to follow the Anti-displacement relocation plan described above and adopt the plan by resolution annually.

Plan Adoption Date: _____

Adoption Instrument: _____

Certified By: _____ _____

Alfonso E. Ortiz, Jr., Mayor Date

Copy to Local Government Division with attachments

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 01/02/15 **DEPT:** Utilities Dept. **MEETING DATE:** 01/14/15

DISCUSSION ITEM/TOPIC: Amendment #2 to the SMA contract for the Raw Water Conveyance Project.

BACKGROUND/RATIONALE: Amendment #2 is for the Planning and Design of the Raw Water Conveyance Project. This project was recommended in the 2011 Preliminary Engineering Report (PER). Original contract date is 31 October 2013.

The project is planned to include replacement of the existing Raw Water Conveyance pipeline between the Diversion and the Bradner Inlet / Outlet. The project will include site work, control valves, air relief valves and connections.

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY MANAGER'S OFFICE NO LATER THAN 10:00 A.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

for Ken Garcia
SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

Alfonso E. Ortiz Jr.
ALFONSO E. ORTIZ, JR.
MAYOR

ANN MARIE GALLEGOS
FINANCE DIRECTOR

Elmer Martinez
ELMER MARTINEZ
ACTING CITY MANAGER

PURCHASING AGENT
(FOR BID AWARD ONLY)

DAVE ROMERO
CITY ATTORNEY
Approved as to Legal Sufficiency Only
(If Box is Initialed by City Mngr., Review and Sign)

Approved to form 9-25-12

ATTACHMENTS

Please check the appropriate box and include applicable attachments

1. As set forth in the AGREEMENT FOR ENGINEERING SERVICES dated the 31st day of October, 2013 by and between the City of Las Vegas, New Mexico, the OWNER, and Souder, Miller & Associates, the ENGINEER, the OWNER and ENGINEER agree this Amendement No. 2 this 21st day of January, 2015 that the OWNER shall compensate the ENGINEER for services described in Section B and Section C and further described in

☐ **ATTACHMENT I** – Planning Services scope of work, cost proposal and compensation for Engineering Services During the Planning Phase

☒ **ATTACHMENT II** – Design Services scope of work, cost proposal and compensation for Engineering Services During the Design Phase

☐ **ATTACHMENT III** - Construction Services scope of work, cost proposal and compensation for Engineering Services During the Construction Phase

☐ **ATTACHMENT IV** - Operational Services scope of work, cost proposal and compensation for Engineering Services During the Operation Phase

2. Compensation for ENGINEERING SERVICES shall be by the

☐ **LUMP SUM** method of payment. The total amount of compensation for ENGINEERING SERVICES, as described in the appropriate ATTACHMENTS shall not exceed $_____, excluding gross receipt tax and reimbursables.

☒ **STANDARD HOURLY RATE WITH MAXIMUM** method of payment. The total amount of hourly charges, excluding gross receipt tax and reimbursables, for ENGINEERING SERVICES as described in the appropriate ATTACHMENTS shall not exceed $181,900.00 (one hundred, eighty one thousand nine hundred dollars and zero cents) without prior written approval of the OWNER, with Funding Agency concurrence.

3. Compensation for ADDITIONAL ENGINEERING SERVICES (provided by the ENGINEER upon written authorization from the OWNER and concurrence of the Funding Agency), shall be by the

☐ **LUMP SUM** method of payment. The total amount of compensation for ADDITIONAL ENGINEERING SERVICES, as described in the appropriate ATTACHMENT shall not exceed $_____, excluding gross receipt tax and reimbursables.

☒ **STANDARD HOURLY RATE WITH MAXIMUM** method of payment. The total amount of hourly charges, excluding gross receipt tax and reimbursables, for ADDITIONAL ENGINEERING SERVICES as described in the appropriate ATTACHMENT shall not exceed $51,700.00 (fifty one thousand, seven hundred dollars and zero cents) without prior written approval of the OWNER and with Funding Agency concurrence.

4. The amount of compensation shall not change unless the scope of services to be provided by the ENGINEER changes and this Agreement is formally amended according to Section A-5. Contract Time under Section B. and for the purpose of Section A.8 shall be (as specified in the Attachments) calendar days (or as specified in the Attachments).

5. The OWNER and ENGINEER agree that as mutually agreeable, reasonable Liquidated Damages for delay (but not as a penalty), ENGINEER shall pay OWNER fifty dollars ($50.00) (minimum fifty dollars [$50.00] per day) for each calendar day that expires after the Contract Time specified in the Agreement (See attached

project schedule - Gantt chart, bar chart, etc.) until the Work is complete and accepted by the OWNER. OWNER shall have no more than ten (10) calendar days to accept or reject the Work.

6. The ENGINEER agrees to obtain and maintain, at the ENGINEER's expense, such insurance as will protect the ENGINEER from claims under the Workman's Compensation Act and such comprehensive general liability and automobile insurance as will protect the OWNER and the ENGINEER from all claims for bodily injury, death, or property damage which may arise from the performance by the ENGINEER, or by the ENGINEER's employees, for the ENGINEER's functions and services required under this Agreement. Such insurance shall be in an amount not less than $500,000 for injury to any one person and $1,000,000 on account of any one accident and in the amount of not less than $1,000,000 for property damage. The ENGINEER further agrees to procure and maintain professional liability (errors and omissions) insurance in an amount not less than $1,000,000 per claim and in the aggregate. Prior to commencement of any work, the ENGINEER shall furnish to the OWNER a certificate that complies with this paragraph. The certificate shall provide that the policy shall not be canceled until at least ten (10) calendar days prior written notice shall have been given to the OWNER. ENGINEER shall provide annual updates of the certificate to demonstrate the policy remains in effect for the duration of this Agreement.

7. OWNER shall pay ENGINEER applicable gross receipt taxes and reimbursable expenses at the rates set forth in the appropriate ATTACHMENTS. The amounts payable to ENGINEER for reimbursable expenses will be the project related internal expenses, such as mileage, per diem and reproduction, actually incurred or allocated by ENGINEER, plus all invoiced external reimbursable expenses, including consultants, allocable to the project, the latter multiplied by a factor of 1.1 (1.1 MAXIMUM). Mileage will be reimbursed at the current federally approved IRS rate. Reimbursable expenses shall not exceed the estimate in the ATTACHMENT without prior written approval of the OWNER, with Funding Agency concurrence.

8. The method for interim or partial payments, such as milestone or time & materials, shall be: as detailed in the Attachments.

The rest of the page is intentionally left blank

9. Signatures

IN WITNESS THEREOF, the parties hereto have executed, or caused to be executed, by their duly authorized officials, this Agreement in triplicate on the respective dates indicated below.

ATTEST:_____
Type Name_____
Title_____
Date _____

OWNER: City of Las Vegas, New Mexico .
By_____
Type Name Elmer J. Martinez .
Title Acting City Manager .
Date _____.

ATTEST:_____
Type Name _____
Title _____
Date _____

ENGINEER: Souder, Miller & Associates .
By _____
Type Name Peter G. Fant .
Title President & CEO .
Address 2904 Rodeo Park Dr East
Santa Fe, NM 87505
Date 4/5/16 .

REVIEWED: FUNDING AGENCY
NAME: _____
By _____
Type Name_____
Date _____

EXHIBIT B.1 (AMENDMENT NO. 2) - SCOPE OF WORK

Engineering Services during the Design Phase

Name of Project:	Raw Water Conveyance Project
Project Number:	6422500
Name of Owner:	City of Las Vegas, NM
Project Description:	Design improvements to the City's existing raw water conveyance system as recommended in the Preliminary Engineering Report (PER).

This scope, schedule and pricing are pursuant to a request by the City of Las Vegas (OWNER) to Souder, Miller & Associates (ENGINEER) for engineering design services relating to the Raw Water Conveyance Project (DW-2910). The project includes replacement of the existing raw water conveyance pipeline with 16,100 linear feet (lf) of a parallel 36-inch diameter pipeline. This pipeline will be routed from the OWNER's water treatment plant to the Gallinas River Diversion Structure. The project includes site work, control valves, air relief valves and connections. The work will be performed as described below.

Scope of Work: Basic Engineering Services during the Design Phase

The Scope of Work for this phase of the project includes project management, meetings and coordination, preliminary (60 percent) design and final (100 percent) design for the raw water conveyance system (RWCS) pipe line improvements. The final deliverable for the Design Phase work will be the bid package consisting of drawings, contract documents, technical specifications and an engineer's opinion of probable construction cost for the improvements described above. The ENGINEER's opinion of probable construction cost (cost estimate) will be included with the 60 percent and 100 percent delivered design phase products.

The RWCS pipe line improvements are planned to be divided into four distinct bid packages as follows:

1. Raw water pipeline (4,200 lf) from the water treatment plant to the Peterson Reservoir outfall pipeline (Phase 1).
2. Raw water pipeline (4,800 lf) from the Peterson Reservoir outfall pipeline to the Raw Water Master Meter (Phase 2).
3. Raw water pipeline (4,600 lf) from the Raw Water Master Meter to the Pre-Sedimentation Basin outlet (Phase 3).
4. Raw water pipeline (2,500 lf) from the Pre-Sedimentation Basin inlet, including a Pre-Sedimentation Basin bypass pipeline, to the Gallinas River Diversion Structure (Phase 4).

This amendment includes preparation of the Phase 1 design and bid documents. However, mapping and surveying and underground utility location will be completed for Phase 1 through Phase 4.

The following paragraphs detail the design phase engineering services to be completed by the ENGINEER.

Task P2.1 - Project Management and Coordination Meetings/Workshops

The ENGINEER will execute and maintain the appropriate controls for the project execution including financial, staffing, schedule, quality and health and safety including the following specific tasks:

1. The ENGINEER will conduct a design phase kick-off meeting, five (5) monthly progress meetings, and three (3) design review meetings with the OWNER to define the expectations and requirements of both parties during the design phase. A design review meeting will be held following submittal of each design phase (preliminary and final).
2. The ENGINEER will schedule, prepare agendas, facilitate the meeting, administer and distribute meeting minutes for all project meetings. All meetings are expected to be held at the OWNER's offices in Las Vegas, New Mexico.
3. The ENGINEER will procure and manage subconsultant services including geotechnical investigations and underground utility location mapping.
4. The ENGINEER will administer the contract including maintenance of project files (hard copy or digital), data library, and correspondence with Owner, sub-consultants, funding and governmental agencies, and vendors.
5. The ENGINEER will prepare and submit monthly invoices with supporting documentation including a progress report following the OWNER's format.
6. At the formal request of the ENGINEER, the OWNER agrees to provide available relevant information regarding the existing system including record drawings; operating and maintenance manuals; system data; and other documentation needed to advance the design.

Task P2.5 - Preliminary Design (60%)

The ENGINEER will advance the Design documents to a 60 percent level of detail and will include a draft set of plans, technical specifications, and front-end construction contract documents (general conditions, construction contract, labor requirements, and bidding requirements) and estimate of probable construction cost. The drawings will be completed to define the pipeline alignments and profiles, identify the major features of the work for the purpose of obtaining OWNER acceptance. The Drawing set will include title sheet, master drawing list, general notes, abbreviations and symbols, material quantities, general arrangement of the pipeline improvements, plans and profiles, cross sections (every 100-foot station) and details. Specifically,

1. The ENGINEER will furnish the OWNER with three (3) copies of the Preliminary Design Phase documents for review and comment.

2. The ENGINEER will facilitate the 60 percent design review meeting with the OWNER to present the design and solicit comments.
3. The OWNER will submit to the ENGINEER written comments within twenty one (21) calendar days of receipt of the Preliminary Design documents. Delays in review of the documents will require an increase in the contract period.
4. The ENGINEER will prepare and submit a formal comment and response letter to the OWNER.

The ENGINEER's services under the Preliminary Design Phase will be considered complete on the date when the formal comment and response letter has been delivered to the OWNER.

Task P2.6 - Final Design (100 percent)

The ENGINEER will advance the Preliminary Design documents to a Final Design (ready for bid) level of detail. The documents will include the information that is required to bid the work, guide construction, facilitate permit acquisition and obtain govemmental agency approvals.

1. The ENGINEER will incorporate the OWNER's and governmental agency review comments and revision requests for the 60% design in a Final Design package.
2. THE ENGINEER will revise the estimate of probable construction cost based on the current design phase and new quantities generated from the final drawings.
3. The ENGINEER will furnish the OWNER an estimate and scope of work for the Bid and Construction Phase services at the completion of the Final Design that will be negotiated under separate contract with the OWNER.
4. The ENGINEER will furnish to the OWNER three (3) copies of the Final Design (draft-final) contract documents, final opinion of probable construction cost, and related documents for OWNER's and other government Agency final review and acceptance.
5. The ENGINEER will facilitate the draft-final design review meeting with the OWNER to present the final design and solicit final comments and acceptance.
6. The ENGINEER will address and incorporate the OWNER's and governmental agencies final comments into the Final Design (ready to bid) Documents.
7. The ENGINEER will furnish the OWNER three (3) copies of the Final Design contract documents, technical specifications, drawings (half size bond) and final opinion of probable construction cost, and related documents.

Engineer's services under the Final Design Phase will be considered complete on the date the final bid documents (ready for bid) are delivered to the OWNER.

Scope of Work: Additional Engineering Services during the Design Phase

The scope of work for Additional Engineering Services for the design phase of the project includes environmental investigation and permitting (under separate contract with URS Corporation), site survey, geotechnical investigation, and utility location to support the project design.

Task P2.1 – Design Survey

The ENGINEER will conduct topographical and boundary site surveys to prepare the base Design Drawings and Right of Way maps (if required) for the Phase 1 through 4 reach of the project. The

surveying work is bounded by pipeline alignment (16,100 lf) and fifty feet to either side of the centerline. Surveying work that has been completed for previous or existing projects will be incorporated into the ENGINEER's survey.

Task P2.2 - Environmental Permitting

All environmental permitting work required for Phase 1 work is being completed by URS Corporation (URS) under a separate contract. URS will provide all required federal and state permits to the ENGINEER for inclusion in the Phase 1 bid and contract package.

Task P2.3 - Geotechnical Investigation

The ENGINEER will conduct a geotechnical investigation utilizing the services of a subconsultant. Seven exploratory boreholes for the Phase 1 reach of the project will be completed to characterize the subsurface soil, suitability of onsite fill material, pipe bedding/backfill requirements and compactive effort required during excavation and backfilling. Four boreholes to a depth of 10 feet and three boreholes to a depth of 20 feet will be drilled and sampled. Borehole and soil sample locations will be mapped on the design drawings.

Soil samples will be tested for properties including particle size, Atterberg limits, moisture content, soil classification and moisture density relationship (standard proctor). A geotechnical report will be prepared that summarizes the test results and recommends safe side slopes, safe distance from other utilities, pipe bedding depth and classifications of bedding, initial fill, final fill and compactive effort. The geotechnical report will be included with the Technical Specifications.

Task P2.4 – Underground Utility Location

The ENGINEER will conduct an existing underground utility location investigation utilizing the services of a subconsultant. Exploratory excavation ("pot-holes") will be completed for the Phase 1 through 4 reach of the project to locate and identify existing utility crossings or existing utility and pipe connections in congested and/or critical tie-in locations. Fifteen (15) pothole locations are planned. Pothole locations will be mapped on the design drawings.

EXCLUSIONS (Work not included in the Contract)

Cultural resources investigations, including archeological and historical, investigations, Bidding and Engineering Services during Construction, additional permitting not included herein are excluded from the Contract. If these exclusions are required to complete the design phase services prior to bid solicitation, the ENGINEER will request a change order from the OWNER pursuant to the Contract.

Schedule for Deliverables:

The ENGINEER will begin the design phase upon written Notice to Proceed from the OWNER. The deliverables and corresponding time for the work described herein are as follows:

Deliverable	Contract Time
60 Percent Design Package	45 days from written notice to proceed
60 Percent Design Comment Response	5 days from receipt of OWNER'S/ Review Agency comments
100% Design Package (draft-final)	30 days from receipt of OWNER'S/Review Agency comments
Ready for Bid Design Package (final)	20 days from acceptance of Final Design Package by OWNER

Compensation for Engineering Services during the Design Phase:

Compensation for Basic Engineering Services during the Design Phase shall be by the STANDARD HOURLY RATE WITH MAXIMUM method of payment. The maximum amount of charges for Engineering Services during the Design Phase described here-in and as detailed in the attached Exhibit B.2 - Cost Proposal, shall not exceed **$181,900.00 (one hundred, eighty one thousand nine hundred dollars) including New Mexico Gross Receipt Tax (NMGRT),** and reimbursable expenses without prior written approval of the Owner, and with Funding Agency concurrence. NMGRT is based on the current rate of seven (7) percent for Albuquerque. Any adjustments to the tax rate will be itemized on the ENGINEER'S monthly invoice. If the tax exceeds the Compensation for Engineering Services, the ENGINEER will request a change order pursuant to the Contract.

Compensation for Additional Engineering Services during the Design Phase shall be by the STANDARD HOURLY RATE WITH MAXIMUM method of payment. The total amount of compensation for said services described above and as detailed in the attached Exhibit B.2 - Cost Proposal, shall not exceed **$51,700.00 (fifty one thousand, seven hundred dollars) including NMGRT** and reimbursable expenses without prior written approval of the Owner, and with Funding Agency concurrence.

For Additional Services not included in the Scope of Work described above, the ENGINEER shall perform the work on a Time and Materials basis per the Standard Rates table included as Attachment No. 1 to Exhibit B.1 of the Agreement. Such Additional Services will be performed only with prior written approval from the OWNER.

Interim or Partial Payments:

Owner shall pay Engineer for Basic Engineering Services during the Design Phase related to the preparation of the construction drawings and specifications, as set forth above and detailed in Exhibit B.2 - Cost Proposal, the maximum amount not-to-exceed **$181,900.00 (one hundred, eighty one thousand nine hundred dollars, including New Mexico Gross Receipt Tax (NMGRT)**, invoiced monthly by the Engineer on a Time and Materials basis.

OWNER shall pay ENGINEER for Additional Engineering Services during the Design Phase related to the preparation of the construction drawings and specifications, as set forth above and detailed in Exhibit B.2 - Cost Proposal, the maximum amount not to exceed **$51,700.00 (fifty one thousand, seven hundred dollars) including NMGRT**, invoiced monthly by the ENGINEER on a Time and Materials basis.

EXHIBIT B.2 – COST PROPOSAL

(Compensation for Engineering Services)

The following Summary of Cost Proposal includes an itemization of services to be provided pursuant to the present Agreement for Engineering Services according to each major development phase as presented in Section B of the Agreement.

A detailed breakdown of each phase is included in subsequent Attachments and their related Exhibits.

Summary of Cost Proposal

Souder, Miller & Associates

Professional Services and Expenses Task/Hours/Fee Breakdown Related To

Project Description: Raw Water Conveyance Project (Amendment No. 2) - Phase 1
Project Number: 6422500
Owner: City of Las Vegas, NM
Date of Submittal: January 2, 2015
Tax Rate on Services: 7.0000%

TOTALS			
PHASE/ CATEGORY OF WORK	**Subtotal**	**NMGRT**	**Total***
Planning Phase - Basic Engineering Services	$ -	$ -	
Planning Phase - Additional Services	$ -	$ -	
Design Phase - Basic Engineering Services	$ 170,001.00	$ 11,900.07	$ 181,900.00
Design Phase - Additional Services	$ 48,319.00	$ 3,382.33	$ 51,700.00
Construction Phase - Basic Engineering Services	$ -	$ -	
Construction Phase - Additional Services	$ -	$ -	
Operation Phase - Basic Engineering Services	$ -	$ -	
Operation Phase - Additional Services	$ -	$ -	
TOTAL	***$ 218,320.00***	***$ 15,282.40***	**$ 233,600.00**

*Rounded to the nearest one-hundred dollars.

ATTACHMENT NO 1 – EXHIBIT B.1

ENGINEERING SERVICES
2014 STANDARD RATES BY CATEGORY

PROFESSIONAL SERVICES

Professional Staff		
Principal	$ 180.00	per hour
Senior Design Manager	$ 160.00	per hour
Senior Engineer/Scientist/Surveyor/Manager II	$ 145.00	per hour
Senior Engineer/Scientist/Surveyor/Manager I	$ 132.00	per hour
Project Engineer/Scientist/Surveyor/Manager II	$ 120.00	per hour
Project Engineer/Scientist/Surveyor/Manager I	$ 100.00	per hour
Staff EIT/Scientist/LSIT II	$ 90.00	per hour
Staff EIT/Scientist/LSIT I	$ 80.00	per hour
Technical Staff		
Senior Engineering/Design/Survey Tech V	$ 110.00	per hour
Senior Engineering/Design/Survey Tech IV	$ 95.00	per hour
Engineering/CAD/Design/Survey/Field Tech III	$ 80.00	per hour
Engineering/CAD/Design/Survey/Field Tech II	$ 70.00	per hour
Engineering/CAD/Design/Survey/Field Tech I	$ 60.00	per hour
Construction Observer III	$ 90.00	per hour
Construction Observer II	$ 75.00	per hour
Construction Observer I	$ 55.00	per hour
Support Staff		
Project Financial/Manager Assistant II	$ 80.00	per hour
Project Financial/Manager Assistant I	$ 65.00	per hour
Administrative Assistant IV	$ 95.00	per hour
Administrative Assistant III	$ 80.00	per hour
Administrative Assistant II	$ 65.00	per hour
Administrative Assistant I	$ 45.00	per hour

EXPENSES

- Soil auger rental @ $50.00 per day
- Well sounder or interface probe @ $65.00 per day
- pH meter @ $20.00 per day
- Conductivity meter @ $45.00 per day
- Survey equipment
  - Survey precision GPS unit @ $20.00 per hour
  - Robotic total station @ $20.00 per hour
  - Basic handheld (±15m) GPS unit @ $35.00 per day
  - Total station @ $80.00 per day
  - Level & rod @ $20.00 per day
- Explosimeter @ $40.00 per day
- Digital camera @ $20.00 per day
- Four gas meter @ $50.00 per day
- Photo ionization detector (PID) @ $65.00 per day
- All project-specific supplies @ actual cost
- All-Terrain Vehicle @ $90.00 per day

OTHER SERVICES

- Telephone/facsimile/postage @ actual cost
- Mileage @ $0.56 per mile (or current IRS rate)
- Per diem (not to exceed) $129.00 per day (or max per-diem rate per USGSA)
- Other travel (car rental, air, etc.) @ actual cost

SUBCONTRACTED SERVICES

- Subconsultants, analytical laboratories, drilling services & general subcontractors @ cost+10%

Applicable tax applies to all billable hours, expenses and other charges for which such tax has not previously been paid. A 1.5% interest charge per month will be applied to all invoices not paid within 30 days.

The standard rates identified herein are effective January 1, 2014 and will be adjusted annually and submitted to the OWNER in the month of January to reflect equitable changes in the compensation payable to the ENGINEER.

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 12/30/14 **DEPT:** Utilities **MEETING DATE:** 01/14/15

DISCUSSION ITEM/TOPIC: Award of request for bids #2015-12 and enter into agreement for liquid aluminum sulfate for the Water Treatment Plant.

BACKGROUND/RATIONALE: Liquid Aluminum Sulfate is required to ensure p oper filtration of the water supply.

Advertised:	11/07/14; Las Vegas Optic, Albuquerque Journal, City Website
Bid Opening:	December 3, 2014
Number of Bidders:	1
Lowest Bidder:	Chemtrade Chemicals US, LLC
Amount:	$203.70 per wet ton
Budget Line Item:	640-0000-610-7104

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY MANAGER'S OFFICE NO LATER THAN 10:00 A.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

John Kenn Garcia
SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

ALFONSO E. ORTIZ, JR.
MAYOR

ELMER J. MARTINEZ
ACTING CITY MANAGER

PURCHASING AGENT
(FOR BID AWARD ONLY)

ANN MARIE GALLEGOS
FINANCE DIRECTOR

DAVE ROMERO
CITY ATTORNEY

Approved as to Legal Sufficiency Only
(If Box is Initialed by City Mngr., Review and Sign)

Approved to form 9-25-12

REQUEST FOR BIDS

The City of Las Vegas, New Mexico will open Sealed Bids at 2:00 p.m., 12-02, 2014, at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

LIQUID ALUMINUM SULFATE FOR WATER TREATMENT PLANT

The BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be examined at the following location: OFFICE OF THE CITY CLERK 1700 N GRAND AVE, LAS VEGAS, NM 87701

Copies of the BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be obtained at the office of : OFFICE OF THE CITY CLERK 1700 N GRAND AVE, LAS VEGAS, NM

Mailed Bids should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked: LIQUID ALUMINUM SULFATE, Opening No. 2015-12 ; on the lower left-hand comer of the submitted envelope. It shall be the responsibility of the bidder to see that their bid is delivered to the **City Clerk** by the date and time set for the bid request. If the mail or delivery of bid request is delayed beyond the opening date and time, bid thus delayed will not be considered. A public opening will be held and any bidder or their authorized representative is invited to attend.

The City of Las Vegas reserves the right to reject any/or all bids submitted.

CITY OF LAS VEGAS,

ELMER J. MARTINEZ, CITY MANAGER

CASANDRA FRESQUEZ, CITY CLERK

ANN M. GALLEGOS, FINANCE DIRECTOR

JUNE TAFOYA-CORDOVA, PURCHASING OFFICER

Opening No. 2015-12

Date Issued: 11-3-2014

Date Issued: Published:

Las Vegas Optic 11-7-2014

Albuquerque Journal 11-7-2014

City website: www.lasvegasnm.gov

STANDARD BID CLAUSES

AWARDED BID

Awarding of Bid shall be made to the responsible Bidder whose Bid meets the required specifications. The City of Las Vegas (City) reserves the right to reject or accept any of all Bid specifications and to waive any insubstantial irregularity in the form of the Bid.

The City of Las Vegas may make multiple awards of the bid, to those bidding in law enforcement related services. The City Reserves the right to award the bid to the most advantageous Bidder to the City.

TIMETABLE

Bids pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue. Las Vegas, New Mexico, on or before Dec. 02, 2014 at which time all bids received will be opened. An opening will occur at the City's Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for DECEMBER, 2014. The successful Bidder will be notified by mail.

ENVELOPES

Sealed Bid envelopes shall be clearly marked on the lower left-hand corner, identified by the Bid Name and Opening Number. Failure to comply with this requirement may result in the rejection of your submitted Bid. *Enclose one (1) original and (2) copies of Bid.*

BRIBERY AND KICKBACK

The Procurement Code of New Mexico; (Section 13-1-28 through 13-1-99 N.M.S.A. 1978), impose a third degree felony penalty for bribery of a public official or public employee. In addition the New Mexico Criminal Statutes (Section 30-4-1, N.M.S.A. 1978): state that it is a third degree felony to commit the offense of demanding or receiving a bribe by a public official of public employee. And (Section 30-24-2, N.M.S.A. 1978): it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. Also (Section 30-41-1 through 30-41-3, N.M.S.A. 1978): states that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

NON-COLLUSION

In signing their Bid and Affidavit, the Bidder certifies that he/she has not, either directly or indirectly entered into action of restraint of free competition, in the connection with the submitted bid.

RESPONSIBILITY OF BIDDER

At all times it shall be the responsibility of the Bidder to see their bid is delivered to the City Clerk by the Date and Time scheduled for opening. If the mail or delivery of said Bid is delayed beyond the scheduled opening date and time set, bid this delayed will not be considered.

CLARIFICATION OF BID

Bidder requiring clarification or interpretation of Bid specifications shall make a written request to the Department involved in this bid request at least five (5) days prior to the scheduled bid opening date with a copy forwarded to the Finance Department. Any interpretation, corrections or changes of said Bid Specifications, Opening Date, or Time Change will be made by Addendum only. Interpretations, Corrections or changes of said bid made in any other manner will not be binding and the Bidder shall not rely upon such interpretation, corrections and changes.

MODIFICATION OF BID

Bids may be withdrawn upon receipt of written request prior to the scheduled bid opening for the purpose of making any corrections or changes. Such corrections must be properly identified and signed or initialed by the Bidder. Resubmission must be prior to the scheduled bid opening time in order to be considered. After bid opening, no price modifications of submitted bids or other provisions shall be permitted.

WITHDRAWAL OF BID

A low Bidder alleging a material mistake of fact, after bids have been opened may request their bid be withdrawn upon receipt of a written request to the Finance Department prior to the scheduled awarding date.

INSPECTION

Final inspection and acceptance will be made at the City's destination. Products rejected for nonconformance with the specifications shall be removed by the Bidder; at his/her risk and expense promptly after notice of rejection.

FEDERAL TAX IDENTIFICATION NUMBER

Pursuant to IRS requirements, Bidder shall provide their Federal Tax ID Number if Bidder is incorporated. If Bidder is a sole proprietorship or partnership then they shall provide their Social Security Number.

FEDERAL TAX ID NUMBER: _____

SOCIAL SECURITY NUMBER: _____

NEW MEXICO TAX IDENTIFICATION NUMBER

Payment may be withheld under (Section 7-10-5, N.M.S.A. 1978) if you are subject to New Mexico Gross Receipts Tax and have not registered for a New Mexico (CRS) Tax Identification Number. Contact the New Mexico Taxation & Revenue Department at (505) 827-0700 for registering instructions.

NEW MEXICO TAX IDENTIFICATION NO. (CRS):_____

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Bidder shall submit a completed Campaign Contribution Disclosure Form Pursuant to Chapter 81, Laws of 2006.

COMMERCIAL WARRANTY

The Bidder agrees that the products or services furnished under a Purchase Order shall be covered by the most favorable commercial warranties that the Bidder gives to any customer for such products or services. And that the rights and remedies provided therein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of its Purchase Order. Bidder agrees not to disclaim warranties of fitness for any particular purpose or merchantability.

Furthermore, Bidder agrees that its warranty for all products furnished under a Purchase Order pursuant to this Call for Bids shall be for a period of one year following the installation of said products by others. Also a receipt of a notice by the City's Engineer the products have been installed correctly and have been demonstrated to be capable of performing their intended function.

SPECIAL NOTICE

To preclude possible errors and/or misinterpretations, bid prices must be affixed in ink or typewritten legibly. *Enclose one (1) original and two (2) copies of Bid documents.*

DEFAULT

The City reserves the right to cancel all or any part of an order without cost to the City if the Bidder fails to meet the provisions of the City's Purchase Order or the product specifications and to hold the Bidder liable for any excess costs occasioned due to the Bidder's default. The Bidder shall not be liable for any excess costs if failure to perform on an order arises out of cause beyond the control and without fault or negligence of the Bidder. Such causes include, but are not restricted to, acts of God or public enemy; acts of State or Federal Government; fires, floods, epidemics, quarantine restrictions, strikes, embargoes, unusually severe weather, or defaults of subcontractors. Due to any of the above unless the City shall determine that the supplies or services to be furnished by the subcontractor are obtainable from other sources in the City in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law.

BID PROTESTS

If any Bidder is of the opinion that the specifications as written preclude him/her from submitting a bid. His/her opinion should be made known to the Department involved in this bid request at least twelve (12) days prior to the scheduled bid opening date with a copy forwarded to the Finance Department. Bid protests will not be considered from parties which do not also furnish satisfactory documentation with their protest that their proposed system fully meets the functional intent of the TECHNICAL SPECIFICATIONS which accompany a Call for Bids.

NON-EXCLUSION

Specifications of the bid request are not meant to exclude any Bidder or Manufacturer. Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to restrict competition. "No Substitute" specifications may be authorized, only if required to match existing equipment.

If any Bidder is of the opinion that the specifications as written preclude him/her from submitting a bid. His/her opinion should be made known to the Department involved in this bid request at least five (5) days prior to the scheduled bid opening date; with a copy forwarded to the Finance Department.

Brand names and numbers are for reference only and equivalents will be considered. If bidding "EQUIVALENT" Bidder must be prepared to furnish complete data upon request, preferably with the bid to avoid awarding delay.

CONTRACT

When the City issues a Purchase Order in response to an awarded Bid a binding contract is created (unless a specified contract has been created).

TERMINATION

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

TAXES

Bidder must pay all applicable taxes.

NOTE:

If bidder is from outside the City of Las Vegas, the successful bidder must pay Gross Receipts in the City of Las Vegas.

BIDDER INFORMATION

BIDDER: _____

AUTHORIZED AGENT: _____

ADDRESS: _____

TELEPHONE NUMBER (____)_____

FAX NUMBER (____)_____

DELIVERY: _____

STATE PURCHASING RESIDENT CERTIFICATION NO.: _____

NEW MEXICO CONTRACTORS LICENSE NO.: _____

BID ITEM (S): LIQUID ALUMINUM SULFATE FOR WATER TREATMENT PLANT

ITEM (S) UNDER THIS BID ARE TO BE F.O.B. LAS VEGAS, NEW MEXICO 87701. THE CITY OF LAS VEGAS RESERVES THE RIGHT REJECT ANY OR ALL BIDS AND TO WAIVE ANY TECHINCAL IRREGULARITY IN THE FORM OF THE BID.

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF _____}
}
COUNTY OF _____}

I _____ , of lawful age, being of first duly sworn in oath, say that I am the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any city official or employee as to the terms of said prospective contract, or any other terms of said prospective contract; or in any discussion between bidders with any city official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

_____
Signature

Subscribed and sworn to before me, this _____ day of _____, 20_____.

(SEAL)

_____
Notary Public Signature
My Commission Expires: _____

CITY OF LAS VEGAS
BID FORM

BID ITEM (S): LIQUID ALUMINUM SULFATE FOR WATER TREATMENT PLANT

A.	LIQUID ALUMINUM SULFATE (TON)	$
B.		$
C.		$
D.		$
E.		$
F.		$
G.		$
F.		$
G.		$
H.		$
I.		$
J.		$
K.		$
L.		$
M.		$
N.		$
O.		$
P.		$
Q.		$
R.		$
S.		$
	TOTAL	$

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

The following definitions apply:

"Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Contract" means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

"Pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"Person" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

"Prospective contractor" means a person who is subject to the competitive sealed

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(The above fields are unlimited in size) _____

_____ _____

Signature Date

_____

Title (position)

-OR-

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS ($250) WERE MADE to an applicable public official by me, a family member or representative.

_____ _____

Signature Date

_____

Title (Position)

General Chemical

PRODUCT DATA SHEET

ALUMINUM SULFATE LIQUID

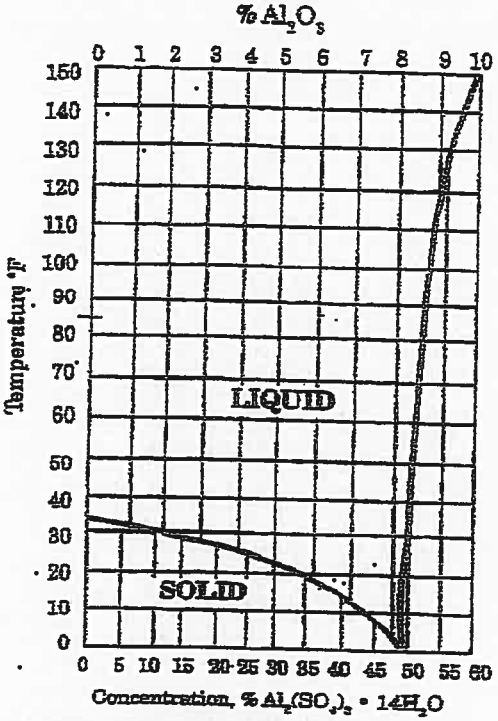


Figure 1. Approximate Freezing Temperature of Commercial Dry Aluminum Sulfate ($Al_2(SO_4)_3 \cdot 14H_2O$) in Water.

CHARACTERISTICS:

Liquid aluminum sulfate or liquid alum is a clear, light green to light yellow aqueous solution. Iron-free and food-grade liquid alums are clear and colorless.

PROPERTIES:

(Approximately 48.5% dry aluminum sulfate)	$Al_2(SO_4)_3 \cdot 14\,H_2O$, in water
Product Weight	11.1-11.2 lb/US gallon
Molecular weight of dry alum ($14\,H_2O$ product)	594
pH, 1% solution ($14\,H_2O$ product)	3.5 (approx.)
Specific gravity	1.333-1.337
Freezing point	-15° (5°F)
Boiling point	101°C (214°F) (approx.)
Freezing temperatures	see Figure 1

Note: Crystals may begin to appear at temperatures higher than the freezing point. A storage temperature of 45°F or higher is recommended.

Acidified Alum also available.

SPECIFICATIONS:

Grade	Commercial	Low Iron	Iron-Free	Food Grade
Total soluble Al_2O_3, %	8.2-8.4	8.0-8.2	8.0-8.2	8.0-8.2
Free Al_2O_3	0.01-0.2	0.01-0.2	0.01-0.15	0.1-0.15
Total soluble iron (as Fe_2O_3),%	0.3 max	< 0.02*	0.005 max	0.005 max
Water insolubles, %	0.02 max	0.02 max	0.005 max	0.005 max

*or as specified

PRODUCT MARKETS AND USES:

- Cellulosic insulation
  - Additive to cellulosic insulation
- Clay manufacture
  - Flocculates clay slurry in china clay beneficiation
- Dye Industry
  - Mordant for dyes
- Food industry
  - Firming agent in pickle and vegetable processing
  - Processing aid in the preparation of baked goods, gelatins and puddings
- Grease manufacture
  - Source of aluminum ion for manufacturing aluminum soap and greases
- Lake treatment
  - Restoration and phosphorus inactivation
- Municipal and industrial wastewater treatment
  - Coagulation/flocculation agent
  - Phosphorous removal by chemical precipitation
  - Clarification, oily wastewater, and emulsion breaking
- Potable & process water treatment
  - Coagulant for solids and color removal
- Pulp and paper industry
  - Fixes rosin size on paper fibers
  - Drainage and retention aid
  - Pitch control agent
- Tanneries
  - Tanning agent for furs and white leathers
- Zeolite and catalyst manufacture
  - Source of aluminum ion

Material Safety Data Sheet

Provided by:
DPC Industries, Inc.
DPC Enterprises, LP
DXI Industries, Inc.
DX Systems Company
DX Terminals
PO Box 24600
Houston, Tx 77229-4600
281-457-4888
888-647-7717
www.dxgroup.com

SECTION 1 - CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

Product Name ALUMINUM SULFATE SOLUTION

Synonyms LIQUID ALUM

Chemical Name ALUMINUM SULFATE LIQUID

Emergency phone: 281-457-4888

Chemtrec: 800-424-9300

Date of Issue: 10/1/00

Reviewed / Revision Date: 08/29/07

SECTION 2 - COMPOSITION/INFORMATION ON INGREDIENTS

COMPONENTS	PERCENT	CAS NO.
WATER	REMAINDER	
ALUMINUM SULFATE	50%	10043-01-3

SECTION 3 - HAZARDS IDENTIFICATION

Potential Health Effects

ACGIH - TLV: 2 mg/m3

Eye Contact MAY CAUSE IRRITATION AND BURNS.

Skin Contact MAY CAUSE IRRITATION.

Ingestion MAY CAUSE IRRITATION AND BURNS TO DIGESTIVE TRACT.

Inhalation MAY CAUSE IRRITATION TO RESPIRATORY TRACT.

Carcinogenicity: NTP NO IARC NO OSHA NO

SECTION 4 - FIRST AID PROCEDCURES

Eye Contact: IMMEDIATELY FLUSH EYES WITH PLENTY OF WATER FOR AT LEAST 15 MINUTES WHILE HOLDING EYELIDS OPEN. GET MEDICAL ATTENTION.

Skin Contact: IMMEDIATELY REMOVE CONTAMINATED CLOTHING OR SHOES, WIPE EXCESS FROM SKIN AND FLUSH WITH PLENTY OF WATER FOR AT LEAST 15 MINUTES. USE SOAP IF AVAILABLE OR FOLLOW BY WASHING WITH SOAP AND WATER. DO NOT REUSE CLOTHING UNTIL THOROUGHLY CLEANED. GET MEDICAL ATTENTION.

Inhalation: REMOVE VICTIM TO FRESH AIR AND PROVIDE OXYGEN IF BREATHING IS DIFFICULT. GIVE ARTIFICIAL RESPIRATION IF NOT BREATHING. GET MEDICAL ATTENTION.

Ingestion: DO NOT INDUCE VOMITING. RINSE MOUTH WITH WATER. IF CONSCIOUS, GIVE LARGE QUANTITIES OF WATER OR MILK AND GET IMMEDIATE MEDICAL ATTENTION. NEVER GIVE ANYTHING BY MOUTH TO AN UNCONSCIOUS PERSON!

SECTION 5 - FIRE FIGHTING MEASURES

Flash Point (°F) NOT APPLICABLE

Extinguishing Media MEDIA SUITABLE FOR SURROUNDING FIRE.

Special Firefighting Procedures/Precautions WEAR SELF-CONTAINED BREATHING APPARATUS AND FULL PROTECTIVE GEAR. USE WATER SPRAY TO KEEP CONTAINERS COOL.

SECTION 6 - ACCIDENTAL RELEASE MEASURES

For Spill: DILUTE SMALL SPILLS/LEAKS WITH PLENTY OF WATER. NEUTRALIZE ANY FURTHER RESIDUE WITH SODA ASH OR LIME-NEUTRALIZATION REQUIRES VENTILATION DUE TO RELEASE OF CO2. LG SPILLS: DIKE WITH SODA ASH & NEUTRALIZE.

SECTION 7 - HANDLING AND STORAGE

Keep container tightly closed when not in use. Store in a cool, dry, well-ventilated area, away from heat and incompatible materials. Protect containers from physical damage.

AVOID CONTACT WITH SKIN, EYES OR CLOTHING. AVOID BREATHING DUST.

SECTION 8 - EXPOSURE CONTROLS/PERSONAL PROTECTION

Respiratory Protection	USE A NIOSH/MSHA APPROVED RESPIRATOR FOLLOWING MANUFACTURER'S RECOMMENDATIONS WHERE DUST OR MIST MAY BE GENERATED.
Ventilation	LOCAL AND MECHANICAL RECOMMENDED.
Protective Gloves	CHEMICAL IMPERVIOUS GLOVES.
Eye/Face Protection	CHEMICAL SAFETY GOGGLES AND/OR FULL-FACE SHIELD.
Other Protection	CHEMICAL RESISTANT CLOTHING SUCH AS COVERALLS/APRON, BOOTS, ETC.
Work Practices	USE GOOD PERSONAL HYGIENE PRACTICES. WASH HANDS BEFORE EATING, DRINKING, SMOKING, OR USING TOILET FACILITIES. PROMPTLY REMOVE SOILED CLOTHING AND WASH THOROUGHLY BEFORE REUSE. SHOWER AFTER WORK USING PLENTY OF SOAP AND WATER.

SECTION 9 - PHYSICAL AND CHEMICAL PROPERTIES

Boiling Point (°F):	214	**Vapor Pressure (mmHg):**	NOT APPLICABLE
Freezing Point (°F):	NOT ESTABLISHED	**Vapor Density (Air=1):**	NOT APPLICABLE
Solubility (H2O):	COMPLETE	**Specific Gravity (H2O=1):**	1.335
pH	3.5	**Evaporation Rate:**	NOT APPLICABLE
Appearance/Odor:	CLEAR AMBER OR LIGHT GREEN LIQUID WITH NO APPRECIABLE ODOR.		

SECTION 10 - STABILITY AND REACTIVITY

Chemical Stability:	YES
Incompatible Material:	ALKALIS AND WATER REACTIVE MATERIALS SUCH AS OLEUM.
Hazardous Polymerization:	WILL NOT OCCUR UNDER NORMAL OPERATING CONDITIONS.
Decomposition Products:	SULFUR OXIDE GASES WHICH ARE OXIDIZERS & CORROSIVE. THE LOSS OF THESE GASES LEAVES A CAUSTIC RESIDUE.

SECTION 11 - TOXICITY INFORMATION

LD50 ORAL (rat) = 1930 mg/kg
LD50 ORAL (mouse) = 6207 mg/kg

SECTION 12 - ECOLOGICAL INFORMATION

14 PPM/96HR/FUNDULUS/FATAL/FRESH WATER 240 PPM/48HR/MOSQUITO FISH/TLM
LC50 LARGEMOUTH BASS = 250 PPM/96 HOURS

SECTION 13 - DISPOSAL CONSIDERATIONS

DO NOT DISCHARGE INTO WATERWAYS OR SEWER SYSTEMS WITHOUT PRIOR APPROVAL.
DISPOSE OF WASTE MATERIALS ACCORDING TO ALL FEDERAL, STATE AND LOCAL REGULATIONS.

SECTION 14 - TRANSPORT INFORMATION

USA DOT Shipping Name: CORROSIVE LIQUID, ACIDIC, INORGANIC, N.O.S. (ALUMINUM SULFATE)

Hazard Class: 8

UN/NA Number: UN3264

Packing Group: III

Subsidiary Hazard:

Marine Pollutant: NO

SECTION 15 - REGULATORY INFORMATION

CERCLA RQ (lbs): 5000

SARA Title III Section 312:

☑ *Acute* ☐ *Chronic* ☐ *Flammable* ☐ *Sudden Release of Pressure* ☐ *Reactive*

SARA Title III Section 313: No

SARA Extremely Hazardous Substance: No

HMIS HAZARD RATING

Health: 1 *Fire:* 0 *Reactivity:* 0

0 - Least 1 - Slight 2 - Moderate 3 - High 4 - Extreme

SECTION 16 - OTHER INFORMATION

EPA Pesticide Registration Number: NOT APPLICABLE

NSF Maximum Use Level for Potable Water (Standard 60): NOT APPLICABLE

TSCA (Toxic Substance Control Act), 40 CFR 710:

Sources of the raw materials used in this mixture assure that all chemical ingredients present are in compliance with Section 8(b) Chemical Substance Inventory, or are otherwise in compliance with TSCA.

DISCLAIMER

THE DATA PRESENTED IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF; HOWEVER, NEITHER SELLER NOR PREPARER MAKES ANY WARRANTIES, EXPRESSED OR IMPLIED, CONCERNING THE INFORMATION PRESENTED. THE USER IS CAUTIONED TO PERFOM HIS OWN HAZARD EVALUATION AND TO RELY UPON HIS OWN DETERMINATIONS.

CITY OF LAS VEGAS
PROPOSAL/BID OPENING

DATE: 3-Dec-2014

OPENING NO.: 2015-12

TIME: 2:00 PM

DEPARTMENT: UTILITIES

LOCATION: City Council Chambers
1700 N. Grand Ave.
Las Vegas, NM 87701

ITEM(S): **LIQUID ALUMINUM SULFATE FOR WATER TREATMENT PLANT**

	RECEIVED FROM:	AMOUNT	PER ITEM:		AFFIDAVIT NOTARIZED	CAMPAIGN DISC. FORM
1	Univar USA inc	no Bid				
2	Chem Trade Chemicals	$420. dry 203.70 wet			✓	✓
3						
4						
5						
6						

	COMPANY REPRESENTATIVE	COMPANY NAME
1	June Ygtaya-Cordova	CLV Purchasing
2	Francisca Solano	Inventory - Purchasing
3		
4		
5		
6		
7		
8		
9		
10		

(use other side of form when full)

ORIGINAL PROPOSALS TAKEN BY:

DATE:

COPIES TAKEN BY: Bernadette Gold

DATE: 12-4-14

OPENED BY: FINANCE DEPARTMENT

June Ygtaya Cordova

DATE: 12-3-14

COPY
RECEIVED
DEC - 3 2014

REQUEST FOR BIDS

The City of Las Vegas, New Mexico will open Sealed Bids at 2:00 p.m., 12-03, 2014, at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

LIQUID ALUMINUM SULFATE FOR WATER TREATMENT PLANT

The BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be examined at the following location: OFFICE OF THE CITY CLERK 1700 N GRAND AVE, LAS VEGAS, NM 87701

Copies of the BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be obtained at the office of : OFFICE OF THE CITY CLERK 1700 N GRAND AVE, LAS VEGAS, NM

Mailed Bids should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked: LIQUID ALUMINUM SULFATE, Opening No. 2015-12 ; on the lower left-hand comer of the submitted envelope. It shall be the responsibility of the bidder to see that their bid is delivered to the **City Clerk** by the date and time set for the bid request. If the mail or delivery of bid request is delayed beyond the opening date and time, bid thus delayed will not be considered. A public opening will be held and any bidder or their authorized representative is invited to attend.

The City of Las Vegas reserves the right to reject any/or all bids submitted.

CITY OF LAS VEGAS,

ELMER J. MARTINEZ, CITY MANAGER

CASANDRA FRESQUEZ, CITY CLERK

ANN M. GALLEGOS, FINANCE DIRECTOR

JUNE TAFOYA-CORDOVA, PURCHASING OFFICER

Opening No. 2015-12

Date Issued: 11-3-2014

Date Issued: Published:

Las Vegas Optic 11-7-2014
Albuquerque Journal 11-7-2014
City website: www.lasvegasnm.gov

STANDARD BID CLAUSES

AWARDED BID

Awarding of Bid shall be made to the responsible Bidder whose Bid meets the required specifications. The City of Las Vegas (City) reserves the right to reject or accept any of all Bid specifications and to waive any insubstantial irregularity in the form of the Bid.

The City of Las Vegas may make multiple awards of the bid, to those bidding in law enforcement related services. The City Reserves the right to award the bid to the most advantageous Bidder to the City.

TIMETABLE

Bids pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue. Las Vegas, New Mexico, on or before Dec. 02, 2014 at which time all bids received will be opened. An opening will occur at the City's Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for DECEMBER, 2014. The successful Bidder will be notified by mail.

ENVELOPES

Sealed Bid envelopes shall be clearly marked on the lower left-hand corner, identified by the Bid Name and Opening Number. Failure to comply with this requirement may result in the rejection of your submitted Bid. *Enclose one (1) original and (2) copies of Bid.*

BRIBERY AND KICKBACK

The Procurement Code of New Mexico; (Section 13-1-28 through 13-1-99 N.M.S.A. 1978), impose a third degree felony penalty for bribery of a public official or public employee. In addition the New Mexico Criminal Statutes (Section 30-4-1, N.M.S.A. 1978): state that it is a third degree felony to commit the offense of demanding or receiving a bribe by a public official of public employee. And (Section 30-24-2, N.M.S.A. 1978): it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. Also (Section 30-41-1 through 30-41-3, N.M.S.A. 1978): states that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

NON-COLLUSION

In signing their Bid and Affidavit, the Bidder certifies that he/she has not, either directly or indirectly entered into action of restraint of free competition, in the connection with the submitted bid.

RESPONSIBILITY OF BIDDER

At all times it shall be the responsibility of the Bidder to see their bid is delivered to the City Clerk by the Date and Time scheduled for opening. If the mail or delivery of said Bid is delayed beyond the scheduled opening date and time set, bid this delayed will not be considered.

CLARIFICATION OF BID

Bidder requiring clarification or interpretation of Bid specifications shall make a written request to the Department involved in this bid request at least five (5) days prior to the scheduled bid opening date with a copy forwarded to the Finance Department. Any interpretation, corrections or changes of said Bid Specifications, Opening Date, or Time Change will be made by Addendum only. Interpretations, Corrections or changes of said bid made in any other manner will not be binding and the Bidder shall not rely upon such interpretation, corrections and changes.

MODIFICATION OF BID

Bids may be withdrawn upon receipt of written request prior to the scheduled bid opening for the purpose of making any corrections or changes. Such corrections must be properly identified and signed or initialed by the Bidder. Resubmission must be prior to the scheduled bid opening time in order to be considered. After bid opening, no price modifications of submitted bids or other provisions shall be permitted.

WITHDRAWAL OF BID

A low Bidder alleging a material mistake of fact, after bids have been opened may request their bid be withdrawn upon receipt of a written request to the Finance Department prior to the scheduled awarding date.

INSPECTION

Final inspection and acceptance will be made at the City's destination. Products rejected for nonconformance with the specifications shall be removed by the Bidder; at his/her risk and expense promptly after notice of rejection.

FEDERAL TAX IDENTIFICATION NUMBER

Pursuant to IRS requirements, Bidder shall provide their Federal Tax ID Number if Bidder is incorporated. If Bidder is a sole proprietorship or partnership then they shall provide their Social Security Number.

FEDERAL TAX ID NUMBER: 74-3104940

SOCIAL SECURITY NUMBER: _____

NEW MEXICO TAX IDENTIFICATION NUMBER

Payment may be withheld under (Section 7-10-5, N.M.S.A. 1978) if you are subject to New Mexico Gross Receipts Tax and have not registered for a New Mexico (CRS) Tax Identification Number. Contact the New Mexico Taxation & Revenue Department at (505) 827-0700 for registering instructions.

NEW MEXICO TAX IDENTIFICATION NO. (CRS): 03003072002

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Bidder shall submit a completed Campaign Contribution Disclosure Form Pursuant to Chapter 81, Laws of 2006.

COMMERCIAL WARRANTY

The Bidder agrees that the products or services furnished under a Purchase Order shall be covered by the most favorable commercial warranties that the Bidder gives to any customer for such products or services. And that the rights and remedies provided therein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of its Purchase Order. Bidder agrees not to disclaim warranties of fitness for any particular purpose or merchantability.

Furthermore, Bidder agrees that its warranty for all products furnished under a Purchase Order pursuant to this Call for Bids shall be for a period of one year following the installation of said products by others. Also a receipt of a notice by the City's Engineer the products have been installed correctly and have been demonstrated to be capable of performing their intended function.

SPECIAL NOTICE

To preclude possible errors and/or misinterpretations, bid prices must be affixed in ink or typewritten legibly. *Enclose one (1) original and two (2) copies of Bid documents.*

DEFAULT

The City reserves the right to cancel all or any part of an order without cost to the City if the Bidder fails to meet the provisions of the City's Purchase Order or the product specifications and to hold the Bidder liable for any excess costs occasioned due to the Bidder's default. The Bidder shall not be liable for any excess costs if failure to perform on an order arises out of cause beyond the control and without fault or negligence of the Bidder. Such causes include, but are not restricted to, acts of God or public enemy; acts of State or Federal Government; fires, floods, epidemics, quarantine restrictions, strikes, embargoes, unusually severe weather, or defaults of subcontractors. Due to any of the above unless the City shall determine that the supplies or services to be furnished by the subcontractor are obtainable from other sources in the City in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law.

BID PROTESTS

If any Bidder is of the opinion that the specifications as written preclude him/her from submitting a bid. His/her opinion should be made known to the Department involved in this bid request at least twelve (12) days prior to the scheduled bid opening date with a copy forwarded to the Finance Department. Bid protests will not be considered from parties which do not also furnish satisfactory documentation with their protest that their proposed system fully meets the functional intent of the TECHNICAL SPECIFICATIONS which accompany a Call for Bids.

NON-EXCLUSION

Specifications of the bid request are not meant to exclude any Bidder or Manufacturer. Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to restrict competition. "No Substitute" specifications may be authorized, only if required to match existing equipment.

If any Bidder is of the opinion that the specifications as written preclude him/her from submitting a bid. His/her opinion should be made known to the Department involved in this bid request at least five (5) days prior to the scheduled bid opening date; with a copy forwarded to the Finance Department.

Brand names and numbers are for reference only and equivalents will be considered. If bidding "EQUIVALENT" Bidder must be prepared to furnish complete data upon request, preferably with the bid to avoid awarding delay.

CONTRACT

When the City issues a Purchase Order in response to an awarded Bid a binding contract is created (unless a specified contract has been created).

TERMINATION

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

TAXES

Bidder must pay all applicable taxes.

NOTE:

If bidder is from outside the City of Las Vegas, the successful bidder must pay Gross Receipts in the City of Las Vegas.

BIDDER INFORMATION

BIDDER: CHEMTRADE CHEMICALS US LLC

AUTHORIZED AGENT: Elizabeth Ryno
ELIZABETH RYNO, MARKETING SPECIALIST

ADDRESS: 90 EAST HALSEY ROAD, PARSIPPANY, NJ 07054

TELEPHONE NUMBER (800) 631-8050

FAX NUMBER (973) 515-4461

DELIVERY: 1 - 2 DAYS AFTER RECEIPT OF ORDER.

STATE PURCHASING RESIDENT CERTIFICATION NO.: N/A

NEW MEXICO CONTRACTORS LICENSE NO.: N/A

BID ITEM (S): LIQUID ALUMINUM SULFATE FOR WATER TREATMENT PLANT

ITEM (S) UNDER THIS BID ARE TO BE F.O.B. LAS VEGAS, NEW MEXICO 87701. THE CITY OF LAS VEGAS RESERVES THE RIGHT REJECT ANY OR ALL BIDS AND TO WAIVE ANY TECHINCAL IRREGULARITY IN THE FORM OF THE BID.

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF NEW JERSEY }
}
COUNTY OF MORRIS }

I ELIZABETH RYNO , of lawful age, being of first duly sworn in oath, say that I am the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any city official or employee as to the terms of said prospective contract, or any other terms of said prospective contract; or in any discussion between bidders with any city official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

Elizabeth Ryno
Signature ELIZABETH RYNO

Subscribed and sworn to before me, this 24th day of November, 2014.

(SEAL)

Notary Public Signature
My Commission Expires: _____

KIM A. BOYER
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES JULY 9, 2018

CITY OF LAS VEGAS
BID FORM

BID ITEM (S): LIQUID ALUMINUM SULFATE FOR WATER TREATMENT PLANT

A.	LIQUID ALUMINUM SULFATE (TON)	$ 420.00/DRY TON OR $203.70/WET TON
B.		$
C.		$
D.		$
E.		$
F.		$
G.		$
F.		$
G.		$
H.		$
I.		$
J.		$
K.		$
L.		$
M.		$
N.		$
O.		$
P.		$
Q.		$
R.		$
S.		$
	TOTAL	$

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

The following definitions apply:

"Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Contract" means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

"Pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"Person" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

"Prospective contractor" means a person who is subject to the competitive sealed

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(The above fields are unlimited in size) _____

_____ _____

Signature Date

_____

Title (position)

-OR-

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS ($250) WERE MADE to an applicable public official by me, a family member or representative.

Elizabeth Ryno NOVEMBER 24, 2014

Signature ELIZABETH RYNO Date

MARKETING SPECIALIST

Title (Position)

General Chemical

PRODUCT DATA SHEET

ALUMINUM SULFATE LIQUID

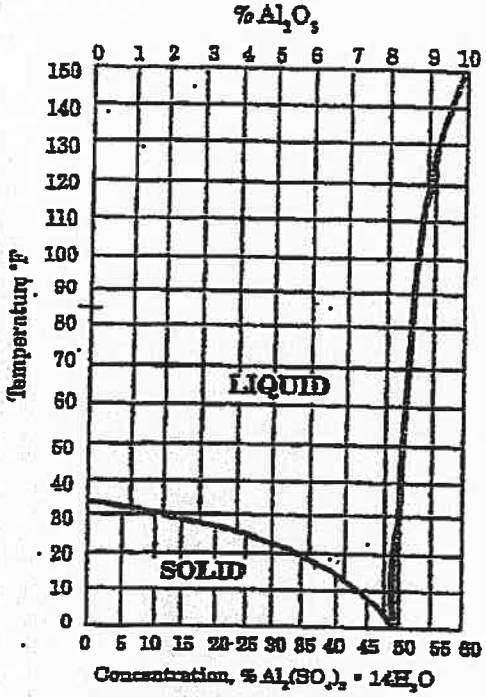


Figure 1. Approximate Freezing Temperature of Commercial Dry Aluminum Sulfate ($Al_2(SO_4)_3 \cdot 14H_2O$) in Water.

CHARACTERISTICS:

Liquid aluminum sulfate or liquid alum is a clear, light green to light yellow aqueous solution. Iron-free and food-grade liquid alums are clear and colorless.

PROPERTIES:

(Approximately 48.5% dry aluminum sulfate)	$Al_2(SO_4)_3 \cdot 14H_2O$, in water
Product Weight	11.1-11.2 lb/US gallon
Molecular weight of dry alum ($14H_2O$ product)	594
pH, 1% solution ($14H_2O$ product)	3.5 (approx.)
Specific gravity	1.333-1.337
Freezing point	-15° (5°F)
Boiling point	101°C (214°F) (approx.)
Freezing temperatures	see Figure 1

Note: Crystals may begin to appear at temperatures higher than the freezing point. A storage temperature of 45°F or higher is recommended.

Acidified Alum also available.

SPECIFICATIONS:

Grade	Commercial	Low Iron	Iron-Free	Food Grade
Total soluble Al_2O_3, %	8.2-8.4	8.0-8.2	8.0-8.2	8.0-8.2
Free Al_2O_3	0.01-0.2	0.01-0.2	0.01-0.15	0.1-0.15
Total soluble iron (as Fe_2O_3),%	0.3 max	< 0.02*	0.005 max	0.005 max
Water insolubles, %	0.02 max	0.02 max	0.005 max	0.005 max

*or as specified

PRODUCT MARKETS AND USES:

- Cellulosic insulation
  - Additive to cellulosic insulation
- Clay manufacture
  - Flocculates clay slurry in china clay beneficiation
- Dye Industry
  - Mordant for dyes
- Food industry
  - Firming agent in pickle and vegetable processing
  - Processing aid in the preparation of baked goods, gelatins and puddings
- Grease manufacture
  - Source of aluminum ion for manufacturing aluminum soap and greases
- Lake treatment
  - Restoration and phosphorus inactivation
- Municipal and industrial wastewater treatment
  - Coagulation/flocculation agent
  - Phosphorous removal by chemical precipitation
  - Clarification, oily wastewater, and emulsion breaking
- Potable & process water treatment
  - Coagulant for solids and color removal
- Pulp and paper industry
  - Fixes rosin size on paper fibers
  - Drainage and retention aid
  - Pitch control agent
- Tanneries
  - Tanning agent for furs and white leathers
- Zeolite and catalyst manufacture
  - Source of aluminum ion

Material Safety Data Sheet

Provided by:
DPC Industries, Inc.
DPC Enterprises, LP
DXI Industries, Inc.
DX Systems Company
DX Terminals
PO Box 24600
Houston, Tx 77229-4600
281-457-4888
888-647-7717
www.dxgroup.com

SECTION 1 - CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

Product Name ALUMINUM SULFATE SOLUTION

Synonyms LIQUID ALUM

Chemical Name ALUMINUM SULFATE LIQUID

Emergency phone: 281-457-4888
Chemtrec: 800-424-9300

Date of Issue: 10/1/00
Reviewed / Revision Date: 08/29/07

SECTION 2 - COMPOSITION/INFORMATION ON INGREDIENTS

COMPONENTS	PERCENT	CAS NO.
WATER	REMAINDER	
ALUMINUM SULFATE	50%	10043-01-3

SECTION 3 - HAZARDS IDENTIFICATION

Potential Health Effects

ACGIH - TLV: 2 mg/m3

Eye Contact MAY CAUSE IRRITATION AND BURNS.

Skin Contact MAY CAUSE IRRITATION.

Ingestion MAY CAUSE IRRITATION AND BURNS TO DIGESTIVE TRACT.

Inhalation MAY CAUSE IRRITATION TO RESPIRATORY TRACT.

Carcinogenicity: NTP NO IARC NO OSHA NO

SECTION 4 - FIRST AID PROCEDCURES

Eye Contact: IMMEDIATELY FLUSH EYES WITH PLENTY OF WATER FOR AT LEAST 15 MINUTES WHILE HOLDING EYELIDS OPEN. GET MEDICAL ATTENTION.

Skin Contact: IMMEDIATELY REMOVE CONTAMINATED CLOTHING OR SHOES, WIPE EXCESS FROM SKIN AND FLUSH WITH PLENTY OF WATER FOR AT LEAST 15 MINUTES. USE SOAP IF AVAILABLE OR FOLLOW BY WASHING WITH SOAP AND WATER. DO NOT REUSE CLOTHING UNTIL THOROUGHLY CLEANED. GET MEDICAL ATTENTION.

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AVOID CONTACT WITH SKIN, EYES OR CLOTHING. AVOID BREATHING DUST.

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Protective Gloves	CHEMICAL IMPERVIOUS GLOVES.
Eye/Face Protection	CHEMICAL SAFETY GOGGLES AND/OR FULL-FACE SHIELD.
Other Protection	CHEMICAL RESISTANT CLOTHING SUCH AS COVERALLS/APRON, BOOTS, ETC.
Work Practices	USE GOOD PERSONAL HYGIENE PRACTICES. WASH HANDS BEFORE EATING, DRINKING, SMOKING, OR USING TOILET FACILITIES. PROMPTLY REMOVE SOILED CLOTHING AND WASH THOROUGHLY BEFORE REUSE. SHOWER AFTER WORK USING PLENTY OF SOAP AND WATER.

SECTION 9 - PHYSICAL AND CHEMICAL PROPERTIES

Boiling Point (°F):	214	**Vapor Pressure (mmHg):**	NOT APPLICABLE
Freezing Point (°F):	NOT ESTABLISHED	**Vapor Density (Air=1):**	NOT APPLICABLE
Solubility (H2O):	COMPLETE	**Specific Gravity (H2O=1):**	1.355
pH	3.5	**Evaporation Rate:**	NOT APPLICABLE
Appearance/Odor:	CLEAR AMBER OR LIGHT GREEN LIQUID WITH NO APPRECIABLE ODOR.		

SECTION 10 - STABILITY AND REACTIVITY

Chemical Stability:	YES
Incompatible Material:	ALKALIS AND WATER REACTIVE MATERIALS SUCH AS OLEUM.
Hazardous Polymerization:	WILL NOT OCCUR UNDER NORMAL OPERATING CONDITIONS.
Decomposition Products:	SULFUR OXIDE GASES WHICH ARE OXIDIZERS & CORROSIVE. THE LOSS OF THESE GASES LEAVES A CAUSTIC RESIDUE.

SECTION 11 - TOXICITY INFORMATION

LD50 ORAL (rat) = 1930 mg/kg
LD50 ORAL (mouse) = 6207 mg/kg

SECTION 12 - ECOLOGICAL INFORMATION

14 PPM/96HR/FUNDULUS/FATAL/FRESH WATER 240 PPM/48HR/MOSQUITO FISH/TLM
LC50 LARGEMOUTH BASS = 250 PPM/96 HOURS

SECTION 13 - DISPOSAL CONSIDERATIONS

DO NOT DISCHARGE INTO WATERWAYS OR SEWER SYSTEMS WITHOUT PRIOR APPROVAL.
DISPOSE OF WASTE MATERIALS ACCORDING TO ALL FEDERAL, STATE AND LOCAL REGULATIONS.

SECTION 14 - TRANSPORT INFORMATION

USA DOT Shipping Name: CORROSIVE LIQUID, ACIDIC, INORGANIC, N.O.S. (ALUMINUM SULFATE)

Hazard Class: 8

UN/NA Number: UN3264

Packing Group: III

Subsidiary Hazard:

Marine Pollutant: NO

SECTION 15 - REGULATORY INFORMATION

CERCLA RQ (lbs): 5000

SARA Title III Section 312:

☑ *Acute* ☐ *Chronic* ☐ *Flammable* ☐ *Sudden Release of Pressure* ☐ *Reactive*

SARA Title III Section 313: No

SARA Extremely Hazardous Substance: No

HMIS HAZARD RATING

Health: 1 ***Fire:*** 0 ***Reactivity:*** 0

0 - Least 1 - Slight 2 - Moderate 3 - High 4 - Extreme

SECTION 16 - OTHER INFORMATION

EPA Pesticide Registration Number: NOT APPLICABLE

NSF Maximum Use Level for Potable Water (Standard 60): NOT APPLICABLE

TSCA (Toxic Substance Control Act), 40 CFR 710:

Sources of the raw materials used in this mixture assure that all chemical ingredients present are in compliance with Section 8(b) Chemical Substance Inventory, or are otherwise in compliance with TSCA.

DISCLAIMER

THE DATA PRESENTED IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF; HOWEVER, NEITHER SELLER NOR PREPARER MAKES ANY WARRANTIES, EXPRESSED OR IMPLIED, CONCERNING THE INFORMATION PRESENTED. THE USER IS CAUTIONED TO PERFOM HIS OWN HAZARD EVALUATION AND TO RELY UPON HIS OWN DETERMINATIONS.

CHEMTRADE

DELEGATION OF AUTHORITY

I, Mark Davis, President and Chief Executive Officer of Chemtrade Chemicals US LLC, a Delaware limited liability company ("Chemtrade"), do hereby delegate and appoint the following agents of Chemtrade to execute all municipal contracts and instruments, including bids, proposals and quotations, which in the ordinary course of business are processed by the Marketing Group of the company:

Parul Kachhia-Patel	Lisa Brownlee	Paul Peters	Elizabeth Ryno
Leilina Gossa	Kathy Baker	Catherine Perez	

Set forth below is a certified copy of the resolution of Chemtrade authorizing such action.

Dated as of the 1st day of March, 2014.

Mark Davis
President and Chief Executive Officer

CERTIFICATE OF SECRETARY

I, Susan Paré, hereby certify that I am the Corporate Secretary of Chemtrade Chemicals US LLC ("Chemtrade") and that set forth below is a true and correct copy of the resolution of the Board of Managers of Chemtrade, adopted by unanimous written consent as of the 10th day of November, 2003 and that the same has not been modified or revoked and is on the date hereof in full force and effect:

> RESOLVED that any officer of the Company be, and he hereby is, authorized to delegate, with the right of further delegation, to any other officer, employee or agent of the Company, all or any part of the authority granted to them by the Board of Managers; and that any such delegations may be general or specific and subject to such limitations and restrictions as the delegating officer shall determine.

I FURTHER CERTIFY that Mark Davis is the duly elected President and Chief Executive Officer of Chemtrade and holds such offices on the date hereof, that Mr. Davis, in his capacity as President and Chief Executive Officer is authorized to represent and bind Chemtrade in all matters including, but not limited to, contracts and that set forth below is the genuine signature of such officer:

Mark Davis
President and Chief Executive Officer

IN WITNESS WHEREOF, I have hereunto set my hand and have caused the seal of the Company to be affixed effective this 1st day of March, 2014.

Seal

Susan Paré
Corporate Secretary

90 East Halsey Road
Parsippany, NJ 07054
Tel: 973-515-0900

CHEMTRADE

WATER TREATMENT GROUP

90 EAST HALSEY ROAD,
PARSIPPANY, NJ 07054
TEL: (800) 631-8050
FAX: (973) 515-4461

LIQUID ALUMINUM SULFATE

Chemtrade Chemicals certifies that all grades of Aluminum Sulfate as produced by our manufacturing locations will meets National Sanitation Foundation Standard 60 and ANSI/AWWA B 403-09 standard in every respect.

Material Safety Data Sheet, NSF Certification and related technical information is attached for review.

Elizabeth Ryno
Marketing Specialist

Liquid Alum
PRODUCT DATA SHEET

CHARACTERISTICS
Liquid Alum is a clear, light green or yellow to colorless solution. It is a cationic inorganic coagulant and flocculant suitable for industrial and municipal water and wastewater treatment applications.

NSF/ANSI Standard 60: Drinking Water Chemicals - Health Effects; Certified

TYPICAL PROPERTIES

Formula:	Aqueous solution of aluminum sulfate	
C.A.S.	16828-12-9 (Aluminum sulfate hydrate)	
	pH (neat)	2.0 - 2.4
	Specific Gravity @ 70°F (21°C)	1.335
	Freezing Point	4°F (-16°C)
	Density, lbs/gal., U.S.	11.14
	Aluminum as Al, %	4.2 - 4.4
	Aluminum as Al_2O_3, %	8.0 - 8.4
	Aluminum as $Al_2(SO_4)_3 \cdot 14H_2O$ (Dry Alum), %	46 - 49

PRODUCT USES
Municipal and industrial water and wastewater treatment for the removal of turbidity, color, suspended solids and phosphorus. Sludge compaction and volume reduction. Lagoon treatment. Oily wastewater clarification and dissolved air flotation. Emulsion breaking. Fixing rosin sizes on paper fibers. Paper machine drainage and retention aid. Paper machine pitch control.

SHIPPING CONTAINERS

Bulk transport	Bulk car
275 gal. one way container	55 gal. plastic drum

SHIPPING REGULATIONS
DOT Classification: Corrosive Liquid, Acidic, Inorganic, N.O.S. (Contains Aluminum Sulfate)
Hazard Class: 8 DOT ID Number: UN 3264 Packing Group: III
The EPA reportable quantity (RQ) for aluminum sulfate is 5,000 lbs.

PRODUCT SAFETY INFORMATION
Liquid Alum may cause irritation to the skin, eyes and respiratory tract. Avoid contact with skin, eyes and clothing. Anyone procuring, using or disposing of these products or their containers must be familiar with the appropriate safety and handling precautions. Such information may be found in the **Material Safety Data Sheets (MSDS)** for these products or you may contact Chemtrade Technical Service. In the event of an emergency with these products, call the 24 hour **Emergency Number: USA (CHEMTREC) 800-424-9300** or **Canada (CANUTEC) 613-996-6666**. For additional information contact:

Syracuse Technical Center
(315) 478-2323
(800) 255-7589 Outside NY

Water Treatment Chemicals
(844) 204-9675 Customer Service

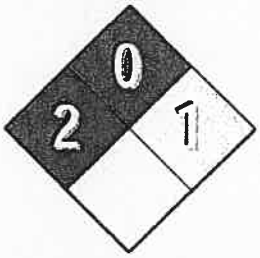
Revision Date: August 12, 2014

All information, statements, data, advice and/or recommendations, including, without limitation, those relating to storage, loading/unloading, piping and transportation (collectively referred to herein as "Information") are believed to be accurate and reliable. However, no representation or warranty, express or implied, is made as to its completeness, accuracy, fitness for a particular purpose or any other matter, including, without limitation, that the practice or application of any such information is free of patent infringement or other intellectual property misappropriation. Chemtrade Logistics Inc. and its affiliates (collectively, "Chemtrade") are not engaged in the business of providing technical, operational, engineering or safety information for a fee, and, therefore, any such information provided herein has been furnished as an accommodation and without charge. All information provided herein is intended for use by persons having requisite knowledge, skill and experience in the chemical industry. Chemtrade shall not be responsible or liable for the use, application or implementation of the information provided herein, and all such information is to be used at the risk, and in the sole judgment and discretion, of such persons, their employees, advisors and agents.

MATERIAL SAFETY DATA SHEET

CHEMTRADE

NFPA	HMIS	PPE	Symbol(s)



Regulated

Current Issue Date: February 18, 2014	Revision Number: 1

1. PRODUCT AND COMPANY IDENTIFICATION

Product Name:	**Liquid Alum**
Other/Generic Names:	Aluminum Sulfate, Alum, Alun 48, Aluminum Sulphate 48%
Recommended Use:	Water treatment. Various industrial uses.
Manufacturer:	Chemtrade Solutions LLC 90 East Halsey Road Parsippany, NJ 07054 Chemtrade Chemicals Canada Ltd. 90 East Halsey Road Parsippany, NJ 07054
For More Information:	Customer Service US ONLY: 800-631-8050 (Monday – Friday 9:00AM – 4:30PM) Customer Service CANADA ONLY: 866-543-3896 (Monday – Friday 9:00AM – 4:30PM)
Emergency Telephone Number:	US ONLY - CALL CHEMTREC: 800-424-9300 (24 Hours/Day, 7 Days/Week) OUTSIDE THE US – CALL CHEMTREC: 1-703-527-3887 (24 Hours/Day, 7 Days/Week) CANADA ONLY - CALL CANUTEC: 613-996-6666 (24 Hours/Day, 7 Days/Week)

2. HAZARDS IDENTIFICATION

EMERGENCY OVERVIEW: A clear, light green or amber liquid with a negligible odor. Can irritate the skin and eyes. May be harmful if swallowed. Not flammable, but may release toxic vapors if decomposed in a fire.

OSHA Status:	This material is considered hazardous by the OSHA Hazard Communication Standard (29 CFR 1910.1200)
Potential Health Affects	
Skin:	May cause skin irritation.
Eyes:	May strongly irritate or burn the eyes.
Inhalation:	Product mists may cause irritation to the respiratory tract.
Ingestion:	May irritate the gastrointestinal tract. Concentrated solutions may cause burns to the digestive tract.
Delayed Effects:	None known.

3. COMPOSITION/INFORMATION ON INGREDIENTS

Component	CAS No	Weight %
Aluminum sulfate	10043-01-3	~48.5 (dry basis)
Water	7732-18-5	Balance

4. FIRST AID MEASURES

Eye Contact	Immediately flush eyes with water for at least 15 minutes. Get medical attention if irritation persists.
Skin Contact	Flush with plenty of water, removing contaminated clothing. If irritation develops, get medical attention.
Inhalation	Remove to fresh air. If not breathing, give artificial respiration. If breathing is difficult, give oxygen. Get prompt medical attention.
Ingestion	Do not induce vomiting. Immediately give large quantities of water. Get medical attention immediately.
Notes to Physician	Treat symptomatically

5. FIRE-FIGHTING MEASURES

Flammable Properties

FLASH POINT:	Not Flammable
FLASH POINT METHOD:	Not Applicable
AUTOIGNITION TEMPERATURE:	Not Applicable
UPPER FLAME LIMIT (VOLUME % IN AIR):	Not Applicable
LOWER FLAME LIMIT (VOLUME % IN AIR):	Not Applicable
FLAME PROPAGATION RATE (SOLIDS):	Not Applicable
OSHA FLAMMABILITY CLASS:	Not Applicable
SUITABLE EXTINGUISHING MEDIA:	Water spray, foam, carbon dioxide or dry chemical
UNSUITABLE EXTINGUISHING MEDIA:	No information available

Explosion Limits

Hazardous Combustion Products	No information available
Impact sensitivity	No information available
Sensitivity to static discharge	No information available
Specific Hazards Arising from the Chemical	Keep product and empty container away from heat and sources of ignition.
Protective Equipment and Precautions for Firefighters	Wear self-contained breathing apparatus (SCBA) and full protective equipment. Use water spray to keep containers cool.

6. ACCIDENTAL RELEASE MEASURES

IN CASE OF SPILL OR OTHER RELEASE	Dilute small spills or leaks cautiously with plenty of water. Neutralize any further residue with alkali such as soda ash, lime or limestone. Adequate ventilation is required if soda ash or limestone is used, because of the consequent release of carbon dioxide gas. Large spills should be diked up with soda ash and neutralized as above. Collect liquid and/or residue and dispose of in accordance with applicable regulations.

7. HANDLING AND STORAGE

Handling	Keep container tightly closed when not in use. Avoid contact with skin, eyes, and clothing. Avoid breathing vapors or mists. Remove contaminated clothing and wash thoroughly after handling.
Storage	Keep storage container tightly closed. Store in a cool, dry, well-ventilated area or cabinet. Isolate from incompatible substances. Store and ship in plastic or rubber-lined containers.

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Component	ACGIH TLV	OSHA PEL	Ontario TWAEV	Mexico OEL (TWA)	NIOSH IDLH
Aluminum sulfate	2 mg/m^3	2 mg/m^3		TWA: 2 mg/m^3	

Engineering Measures	Use local exhaust to keep airborne concentrations below the permissible exposure limits.

Personal Protective Equipment	
Eye/Face Protection	Wear hard hard (or other head covering) and chemical safety goggles. Do not wear contact lenses.
Skin Protection	Wear appropriate personal protective clothing to prevent skin contact. If prolonged or repeated contact is anticipated, all clothing should be impervious to liquid.
Respiratory Protection	A respiratory protection program that meets OSHA 1910.134 and ANSI Z88.2 or applicable federal/provincial requirements must be followed whenever workplace conditions warrant respirator use. NIOSH's "Respirator Decision Logic" may be useful in determining the suitability of various types of respirators.
General Hygiene Considerations	To identify additional Personal Protective Equipment (PPE) requirements, it is recommended that a hazard assessment in accordance with the OSHA PPE Standard (29CFR 1910.132) be conducted before using this product. Eyewash and safety showers are recommended.

9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance	Clear, light green or amber liquid
Color	Clear, light green or amber
Chemical Formula	~48.5% $Al_2(SO_4)_3$ $14H_2O$ in water
Odor	None
Odor Threshold	No information available
Physical State	Liquid
pH	2.0-2.4
Flash Point	Not flammable
Autoignition Temperature	Not applicable
Boiling Point/Range	101 °C / 214 °F
Melting Point/Range	-16°C /4°F
Flammability Limits in Air	No information available
Explosive Properties	No information available
Oxidizing Properties	No information available
Evaporation Rate	Not determined
Vapor Pressure	Not applicable
Vapor Density	Not applicable
Specific Gravity	1.335
Partition Coefficient (n-octano/water)	No information available
Viscosity	No information available
Molecular Weight	594 for $Al_2(SO_4)_3$ $14H_2O$
Water Solubility	100%
VOC Content (%)	0

10. STABILITY AND REACTIVITY

Chemical Stability	Normally stable. If evaporated to dryness, residue should not be exposed to elevated temperatures (above 760°C), as this will yield toxic and corrosive gases.
Incompatible Products	Alkalis and water reactive materials such as oleum: causes exothermic reactions.
Hazardous Decomposition Products	At elevated temperatures, sulfur oxides may be formed. These are toxic and corrosive and are oxidizers. Sulfur trioxide is also a fire hazard. The loss of these gases leaves a caustic residue.
Possibility of Hazardous Reactions	Will not occur.

11. TOXICOLOGICAL INFORMATION

Acute Toxicity

Component Information

Component	LD50 Oral	LD50 Dermal	LC50 Inhalation
Aluminum sulfate	1930 mg/kg (rat) 6207 mg/kg (mouse		

Irritation No information available
Corrosivity No information available
Sensitization No information available

Chronic Toxicity

Carcinogenicity There are no known carcinogenic chemicals in this product.
Mutagenic Effects No information available
Reproductive Effects No information available
Developmental Effects No information available
Teratogenicty No information available
Target Organ Effects No information available
Other Adverse Effects No information available
Endocrine Disruptor Information No information available

12. ECOLOGICAL INFORMATION

Ecotoxicity

Contains no substances known to be hazardous to the environment or not degradable in waste water treatment plants.

Component	Freshwater Algae	Freshwater Fish	Microtex	Water Flea
Aluminum sulfate		LC50 = 100 mg/L Carassius auratus 96 h LC50 = 37 mg/L Gambusia affinis 96 h		EC50 = 136 mg/L 15 min

Persistence and Degradability No information available
Bioaccumulation No information available
Mobility in Environmental Media No information available
Other adverse affects

Aluminum sulfate component:
14 ppm/36 hr/fundulus/fatal/fresh water; 240 ppm/48 hr/mosquito fish/TLm/water type not specified; TLm Mosquito fish, 235 ppm, 96 hours; LC50 Largemouth bass, 250 ppm, 96 hours

13. DISPOSAL CONSIDERATIONS

Waste Disposal Methods Dispose of waste in accordance with all federal, state, and local regulations.
Contaminated Packaging Empty containers should be taken for local recycling, recovery or waste disposal.

14. TRANSPORT INFORMATION

DOT Regulated
Proper Shipping Name Corrosive liquid, acidic, inorganic, n.o.s. (contains aluminum sulfate)
Hazard Class 8
UN-No UN3264
Packing Group PGIII

TDG Regulated
Hazard Class 8
UN-No UN3264
Packing Group PGIII

15. REGULATORY INFORMATION

International Inventories

TSCA	Yes
DSL	Yes
ELINCS	No
EINECS	Yes
ENCS	Yes
CHIINA	Yes
KECL	Yes
PICCS	Yes
AICS	Yes

U.S. Federal Regulations

SARA 313

Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA). This product contains the following chemicals which are subject to the reporting requirements of the Act and Title 40 of the Code of Federal Regulations, Part 372: None

SARA 311/312 Hazardous Categorization

Chronic Health Hazard	No
Acute Health Hazard	Yes
Fire Hazard	No
Sudden Release of Pressure Hazard	No
Reactive Hazard	No

Clean Water Act

Component	CWA – Reportable Quantities	CWA – Toxic Pollutants	CWA – Priority Pollutants	CWA – Hazardous Substances
Aluminum sulfate	5000 lb			x

CERCLA

Component	CERCLA RQ (lb)	SARA TPQ (lb)
Aluminum sulfate	5000 lb	

U.S. State Regulations

California Proposition 65

This product does not contain any Proposition 65 chemicals.

State Right-to-Know

Component	Massachusetts	New Jersey	Pennsylvania	Illinois	Rhode Island
Aluminum sulfate	x	x	x		

Other International Regulations

Mexico	No information available
Canada	This product has been classified in accordance with the hazard criteria of the Controlled Products Regulations (CPR) and the MSDS contains all the information required by the CPR.

WHMIS Hazard Class
E Corrosive material
D2B Toxic materials

16. OTHER INFORMATION

Current Issue Date:	February 18, 2014
Previous Issue Date:	November 30, 2012
Revision Summary:	New Chemtrade Template

Disclaimer:

All information, statements, data, advice and/or recommendations, including, without limitation, those relating to storage, loading/unloading, piping and transportation (collectively referred to herein as "information") are believed to be accurate and reliable. However, no representation or warranty, express or implied, is made as to its completeness, accuracy, fitness for a particular purpose or any other matter, including, without limitation, that the practice or application of any such information is free of patent infringement or other intellectual property misappropriation. Chemtrade Logistics Inc. and its affiliates (collectively, "Chemtrade") are not engaged in the business of providing technical, operational, engineering or safety information for a fee, and, therefore, any such information provided herein has been furnished as an accommodation and without charge. All information provided herein is intended for use by persons having requisite knowledge, skill and experience in the chemical industry. Chemtrade shall not be responsible or liable for the use, application or implementation of the information provided herein, and all such information is to be used at the risk, and in the sole judgment and discretion, of such persons, their employees, advisors and agents.

End of MSDS

The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Tuesday, November 25, 2014** at 12:15 a.m. Eastern Time. Please contact NSF International to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information:
http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=chemtrade&PlantState=Colorado+CO&

NSF/ANSI 60
Drinking Water Treatment Chemicals - Health Effects

Chemtrade Solutions LLC (formerly General Chemical LLC)

1421 Willis Avenue
Syracuse, NY 13204
United States
315-478-2323
Visit this company's website
(http://www.chemtradelogistics.com/main/)

Facility : Denver, CO

Sulfuric Acid

Trade Designation	*Product Function*	*Max Use*
Sulfuric Acid (All Grades)	Corrosion & Scale Control pH Adjustment	50mg/L

Chemtrade Solutions LLC (formerly General Chemical LLC)

1421 Willis Avenue
Syracuse, NY 13204
United States
315-478-2323
Visit this company's website
(http://www.chemtradelogistics.com/main/)

Facility : Denver, CO

Aluminum Sulfate[AL]

Trade Designation	*Product Function*	*Max Use*
Alum	Coagulation & Flocculation	400mg/L
Aluminum Sulfate	Coagulation & Flocculation	400mg/L
Clar+Ion® A1	Coagulation & Flocculation	400mg/L
Clar+Ion® A10	Coagulation & Flocculation	400mg/L
Clar+Ion® A3	Coagulation & Flocculation	400mg/L
Clar+Ion® A5	Coagulation & Flocculation	400mg/L
Clar+Ion® A7	Coagulation & Flocculation	400mg/L
Liquid Alum	Coagulation & Flocculation	400mg/L
Liquid Alum, Acidized 0.5-10.0%	Coagulation & Flocculation	400mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Ferric Sulfate

Trade Designation	*Product Function*	*Max Use*
Ferric Sulfate Solution	Coagulation & Flocculation	600mg/L
Liquid Ferric Sulfate	Coagulation & Flocculation	600mg/L

Number of matching Manufacturers is 2

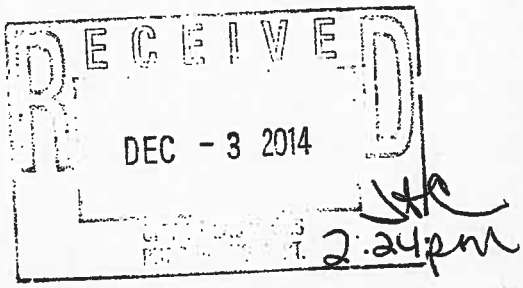
Number of matching Products is 12

Processing time was 0 seconds

Univar USA Inc.
8201 S. 212th
Kent, WA 98032-1994
USA

T 253-872-5000
F 253-572-5041
www.univarusa.com

UNIVAR



December 3, 2014

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

RE: Request for Bids – Aluminum Sulfate

To Whom it May Concern;

Univar USA Inc. is in receipt of the above ITB due Wednesday, December 3, 2014.

Unfortunately we are unable to bid on your requirements at this time. Our Vendor bids this requirement directly.

Attached is our contact information, including fax number and e-mail addresses. If any bid tabulations/ results are sent out – please use this information for us, and whichever method you prefer.

Please keep us on your bidder/vendor mailing list as we look forward to bidding on any future chemical requirements you may have.

Thank you,

Michelle Wick
Shawnasey McCarthy
Jennifer Perras

Municipal Specialists
Western Region
Univar USA Inc.
muniteam@univarusa.com

www.univar.com

Univar USA Inc.
3301 Edmunds SE
Albuquerque, NM 87102
USA

T 505-842-6303
F 505-243-1984

www.univarusa.com

UNIVAR

GENERAL INFORMATION

Regular Office Hours during which orders may be placed:

Monday – Friday 7:30 am – 4:30 pm (MST)

In case of an emergency during non-business hours:

For Non-Chemical Emergencies:

After-hours answering service – 24-hour response: (505) 842-6303

For Chemical Related Emergencies:

ChemTrec: (800) 424-9300

Names, telephone/FAX numbers of those responsible for taking orders and initiating delivery:

Office Phone: (505) 842-6303 or (505) 842-0823
Office Fax: (505) 243-1984

Karen Martinez	Sales Support Coordinator	karen.martinez@univarusa.com
Michelle Bergal	Customer Service	michelle.bergal@univarusa.com

For anything pertaining to bids:

Please send all bid packets/documents to:
(Unless otherwise specified)

Univar USA Inc.
Attn: WER Muni Team
8201 S. 212th
Kent, WA 98032-1994

Contacts: muniteam@univarusa.com

Shawnasey McCarthy
Municipal Specialist
Phone: (253) 872-5052
Fax: (253) 872-5041
shawnasey.mccarthy@univarusa.com

Michelle Wick
Municipal Specialist
Phone: (253) 872-5084
Fax: (253) 872-5041
michelle.wick@univarusa.com

Jennifer Perras
Municipal Specialist
Phone: (253) 872-5040
Fax: (253) 872-5041
Jennifer.perras@univarusa.com

Remittance Address:

Univar USA Inc.
PO Box 849027
Dallas, TX 75284

Standard Payment Terms:

Net 30 days

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 12/18/14 **DEPT:** Utilities Dept. **MEETING DATE:** 1/14/15

DISCUSSION ITEM/TOPIC: Award Landfill Corrective Measures and Closure Project to the low bidder, New Image Construction. New Image Construction was determined to be the low bidder at bid opening held on 12/9/14. Bid Amounts do not include NMGRT.

BACKGROUND/RATIONALE: The project consists of minor grading/filling of an existing landfill cover, filling of a ponding area, storm water improvements to provide improved drainage, construction of a leachate collection system consisting of a 380 foot long leachate cut off wall, 4400 linear feet of 8 inch Standard Dimension Ratio SDR gravity sewer line and associated miscellaneous items. The City advertised bid 2015-13 on 11/16/14. Sealed bids were opened on 12/9/14.

Advertised:	11-16,19 & 21-14; Albuquerque Journal and City Website.
Bid Opening:	December 9, 2014
Number of Bidders:	4 (see attached CLV Bid opening sheet)
Lowest Bid:	New Image Construction
Funding Source:	NMFA Loan
Line Item Number:	637-0000-650-8003

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY MANAGER'S OFFICE NO LATER THAN 10:00 A.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

for Ken Garcia
SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

ALFONSO E. ORTIZ, JR.
MAYOR

ELMER J. MARTINEZ
ACTING CITY MANAGER

PURCHASING AGENT
(FOR BID AWARD ONLY)

ANN MARIE GALLEGOS
FINANCE DIRECTOR ☐

DAVE ROMERO
CITY ATTORNEY
Approved as to Legal Sufficiency Only ☐

(If Box is Initialed by City Mngr., Review and Sign)

Approved to form 9-25-12

UTILITIES DEPARTMENT PROJECT SUMMARY SHEET

PROJECT NAME: Las Vegas Landfill Closure **PROJECT NUMBER:** UT-SWLF-2013

PROJECT DESCRIPTION: The landfill began operating in 1977 and was closed in 1999, it consists of approximately 56 acres and contains approximately 1,285,600 cubic yards of municipal solid waste. The projects corrective measures include grading and drainage, leachate collection system and sanitary sewer-line system, fencing and seeding. Methane and Groundwater monitoring for 30 years

ACTION TIMELINE: Approval of Bid Awardment to New Image Construction
NMFA 2539-PP Loan **$3,506,698**

Budgeted Expenditures

NMFA Processing Fee	$ 51,826
Debt Service Reserve Fund	$ 350,608
Landfill Closure	$1,973,064
Transfer Station Improvements	$ 285,000
Replacement of Trucks & Trailers	$ 786,000
Total Budget	**$3,446,698**

Actual Expenditures

NMFA Processing Fee	$ 51,826
Debt Service Reserve Fund	$ 350,608
Landfill Closure P/D	$ 287,505
Landfill Closure Construction	$1,009,617
Transfer Station Improvements	$ 447,029
Replacement of Trucks & Trailers	$ 651,294
Total Expended or committed	**$2,797,879**

Balance of Funds Available **$708,819**

LINE ITEM NUMBER: 630-0000-610-7305

ACTION	DESCRIPTION	DATE
Loan/Grant	From NMFA in the amount of $3,506,698 Project # 2539-PP Loan (100 %): $3,506,698 Grant (%): $ 0.00	12/21/10
Authorized Ordinance	Ordinance 10-29 adopted and approved by Governing Body	11/16/10
Loan/Subsidy Agreement	Between City of Las Vegas and New Mexico Finance Authority	12/21/10
Engineering Services Agreement	Souder Miller and Associates	7/1/13
Bid Document Review	Completed	10/30/14
RFB Advertised	Las Vegas Optic, Albuquerque Journal, City Website	11/16/14
RFB Opening	Opened at City Hall 4 Bids Received	12/9/14
Bid Tabulation	New Image Construction is low bidder	12/15/14
Staff Recommendation	To award construction to New Image Construction	12/22/14
Committee Recommendation	Item discussed at Utility Advisory Committee- Recommendation for approval	1/13/15
Council Approval	Item taken to City Council workshop for discussion Item taken to City Council for approval	1/14/15 1/21/15
Next Steps	Notice of Awardment, Engineer develops contract documents and Notice to Proceed	TBD

Souder, Miller & Associates ♦ 3451 Candelaria Road NE, Suite D
Albuquerque, NM 87107-1948 ♦ (505) 299-0942 ♦ (877) 299-0942 ♦ fax (505) 293-3430

December 15, 2014

Mr. Ken Garcia
Utility Director
905 12th Street
Las Vegas, New Mexico 87701

Dear Mr. Garcia:

This correspondence summarizes the results of the City of Las Vegas's recent procurement for construction of the Las Vegas Landfill Corrective Measures and Closure Project (Project Number UT-SWLF-2013) and makes a recommendation for award.

Procurement Process

The project was procured in accordance with the City of Las Vegas and the State of New Mexico procurement codes, as documented below:

The City of Las Vegas advertised for bids in the *Albuquerque Journal* for three (3) days on November 16th, 19th and 21st, 2014 and in the *Las Vegas Optic* three (3) days on November 17th, 19th and 21st, 2014. Copies of Affidavits of Publication from each newspaper are enclosed. The project was also publicized through plan rooms, including *Construction Reporter* and *Builder's News*, and was made available at the offices of Souder, Miller & Associates (SMA) in Albuquerque, NM and at the office of the City of Las Vegas.

Two (2) addenda were published. These addenda, published on November 26 and December 3, 2014, respectively, provided supplemental information, corrections and clarifications in response to questions from the bidders, provided a revised bid schedule, and revised the Bid Opening date and time to December 9th, 2014 at 1:15 pm.

A mandatory pre-bid meeting for the project was held on November 24, 2014 at the City's Council Chambers and concluded with a visit to the project site. Attendance at the meeting was mandatory; that is, bidders must have attended for their bids to be considered. The Sign-in sheet for the meeting is enclosed. Maria Gilvarry, Project Manager with the City of Las Vegas, attended the pre-bid meeting as the City of Las Vegas representative. Also in attendance were George Mihalik, Project Engineer with SMA, and Scott McKitrick, Project Manager with SMA.

Sealed bids were received at the City of Las Vegas's Council Chambers and opened starting at 1:15 p.m. MDT on the revised Bid Opening date of December 9th, 2014, twenty three (23) calendar days after the initial publication. The bid opening was attended by Maria Gilvarry, representing the City, and George Mihalik, representing SMA. A copy of the Bid Opening sign in sheet is attached.

Bid Tabulation

Four (4) bids were received. A bid tabulation providing details of these bids is attached. Please note that sales tax is not included in the bid prices shown. The Engineer's estimate for this project was $976,753, not including sales tax.

Responsiveness of Bid and Qualifications of Low Bidder

The apparent low bidder was New Image Construction, Inc., with a base bid amount of $854,289.00 and an additive alternate bid amount of $80,000.00 for a total bid amount of $934,289.00. A copy of New Image's bid submittal is enclosed. New Image's bid included all required attachments – a 5% Bid Bond, Bidder's Qualification's Statement, Campaign Contribution Disclosure Form, List of Proposed Sub-contractors, List of Proposed Equipment Manufacturers, State of New Mexico Regulation and Licensing Department Contractor's License Number, and Copy of Registration with the Labor Relations Division, New Mexico Department of Workforce Solutions (NMDWS) Public Works Bureau. New Image acknowledged both addenda. New Image attended the mandatory pre-bid meeting and signed the meeting's sign in sheet. New Image holds current New Mexico contractor's license classifications GB98 and GF09 (License No. 366062) and holds current NMDWS Registration. New Image's proposed subcontractor, HR Construction, Inc. also holds a current license (License No. 35143) and current NMDWS Registration.

SMA contacted a number of New Image's references and all were positive/neutral and indicated New Image is qualified to complete this project. Documentation of the reference phone calls made is enclosed.

Available Funding

To SMA's knowledge, the City of Las Vegas has adequate funds to complete all of the base and additive alternative items for the project as bid, including an additional allowance if desired.

Recommendation for Award

SMA recommends awarding New Image Construction, Inc. all bid items, in the amount of $934,289.00, plus 8.0625% City of Las Vegas Sales Tax ($75,327.05), for a **grand total of $1,009,616.05.**

If you have any questions regarding this recommendation of award, please feel free to call me. Congratulations on a successful bid opening. I look forward to completing this project with you.

Sincerely,

George Mihalik

George Mihalik, P.E.

CC: Maria Gilvarry, Project Manager, City of Las Vegas
Scott McKitrick, Project Manager, SMA

Enclosures:

- Affidavit of publication, *Albuquerque Journal*
- Affidavit of publication, *Las Vegas Optic*
- Sign-in sheet for Mandatory Pre-Bid meeting
- Sign-in sheet for Bid Opening

- Plan holders list
- Bid Tabulation
- Bid submittal for Low Bidder, New Image Construction, Inc.
- Verification of New Image Construction, Inc. New Mexico contractor's license
- Reference Checks on New Image Construction, Inc.

AFFIDAVIT OF PUBLICATION

REQUEST FOR BIDS

The City of Las Vegas, New Mexico will open Sealed Bids at 2:00 p.m., December 2, 2014, at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

This project consists of minor grading/filling of an existing landfill cover, filling of a ponding area and storm water improvements to provide improved drainage, and construction of a leachate collection system consisting of 380 feet long leachate cut off wall, 4400 linear feet of 8-inch SDR-35 gravity sewer line, and associated miscellaneous items.

The BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be examined at the following locations:

Builders News and Plan Room, 3435 Princeton Dr. NE, Albuquerque, NM 87107 (505) 884-1752

Construction Reporter, 1609 2nd St. NW, Albuquerque, NM 87102 (505) 243-9793

Souder, Miller & Associates, 3451 Candelaria Rd. NE, Ste D, Albuquerque, NM 87107 (505) 299-0942

Copies of the BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be obtained at the office of the ENGINEER, Souder, Miller & Associates, 3451 Candelaria Rd. NE, Ste., D, Albuquerque, NM 87107, upon payment of $100.00 by check only, for each set. Checks should be made payable to "City of Las Vegas". Any BIDDER, upon returning the CONTRACT DOCUMENTS in good and complete condition within 10 days of bid opening, will be refunded $100.00.

Mailed Bids should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked: City of Las Vegas Landfill, Opening No. 2015-13; on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the bidder to see that their bid is delivered to the City Clerk by the date and time set for the bid request. If the mail or delivery of bid request is delayed beyond the opening date and time, bid thus delayed will not be considered. A public opening will be held and any bidder or their authorized representative is invited to attend.

The City of Las Vegas reserves the right to reject any/or all bids submitted.

A MANDATORY PRE-BID MEETING will be held at the City of Las Vegas Council Chambers on Monday, November 24, 2014 at 2:00 P.M.

Journal: November 16, 19, 21, 2014

STATE OF NEW MEXICO
County of Bernalillo SS

Linda MacEachen, being duly sworn, declares and says that she is Classified Advertising Manager of **The Albuquerque Journal**, and that this newspaper is duly qualified to publish legal notices or advertisements within the meaning of Section 3, Chapter 167, Session Laws of 1937, and that payment therefore has been made of assessed as court cost; that the notice, copy of which is hereto attached, was published in said paper in the regular daily edition, for 3 times, the first publication being on the 16th day of November, 2014, and the subsequent consecutive publications on November 19th 21st, 2014.

Linda MacEachen

Sworn and subscribed before me, a Notary Public, in and for the County of Bernalillo and State of New Mexico this 21st day of November of 20___.

OFFICIAL SEAL
Sandra B. Gutierrez
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 2-18-17

Sandra B Gutierrez

PRICE $153.32

Statement to come at end of month.

ACCOUNT NUMBER 1011709

Legal #27994

Request for Bids

grading/filling existing landfill

AFFIDAVIT OF PUBLICATION

COUNTY OF SAN MIGUEL
STATE OF NEW MEXICO } ss.

Martin Salazar (publisher), being first duly sworn, on oath states: that he is the General Manager of the Las Vegas Optic, a tri-weekly newspaper of general paid circulation and of general circulation in San Miguel County, New Mexico. entered under the second class postal privilege in said county. being the county in which the notice hereto attached is required to be published and said paper has been published in said San Miguel County continuously and uninterruptedly during a period of six months prior to the first issue thereof containing said notice. That the notice of which a copy as published is hereto attached and hereby made a part hereof was published in the English language in said newspaper once each week for _____ consecutive weeks on the following dates, to wit:

First Publication on the 17th day of November, 2014.
Second Publication on the 19th day of November, 2014.
Third Publication on the 21st day of November, 2014.
Fourth Publication on the _____ day of _____, 20____.

That such notice is a legal notice and was published in said newspaper duly qualified for that purpose within the meaning of the provisions of Chapter 167. session Laws of 1937. and that payment therefor has been made --assessed as Court costs.

Martin Salazar
General Manager / Publisher

Subscribed and sworn to before me this 15th day of December 2014

CMF
Notary Public

6-13-2018
Expires

SPC35432

Official Seal
CYNTHIA M. FITCH
Notary Public
State of New Mexico
My Commission Expires 6-13-2018

PUBLISHER'S BILL

_____ lines one time @ _____ $ _____
_____ lines @ _____ $ _____
_____ Tax _____ $ _____
Total _____ $ _____
Received payment.

Las Vegas Landfill Corrective Measures and Closure
Pre Bid Meeting
Monday, November 24, 2014 at 2:00pm
City of Las Vegas Council Chambers, Las Vegas, New Mexico

Sign-In Sheet

	Name	Company	Telephone No.	Email Address
1	Cynthia Longley	CBKN Dirtworks Inc.	505-867-9219	cbkndirtworks@yahoo.com
2	Wade Longley	"	"	"
3	RANDY HAYS	HAYS PLUMBING	505-429-1172	HAYS_PLUMBING@hotmail.com
4	JOHN GARCIA	GARCIA UNDERGROUND INC	575-3875579	GARCIA@Gmail.Com
5	RICK Madrid	Rock Creations	5059039530	rmadrid3152@gmail.com
6	[illegible]	HR Construction	505-907-1827	hrconstruction.nm@yahoo.com
7	Sean Groseclose	EnviroWorks LLC	505-286-4891	Sean@enviroworksforyou.com
8	FARIS Smith	VERSATILE CONST.	575-403-8172	FARISBABE59@Gmail.Com
9	Jeane Smith	Versatile const	575-403-8231	Versatile05@hotmail.com
10	Bob Sperling	Sperling Const Co Inc	505 5211034	Bob@sperlingconstruction.Net
11	MARIS BRICKLAND	MAXTEK CONTRACTORS	505-888-5783	maxtekinc@aol.com
12	Eloy C GARCIA	MAXTEK CONTRACTORS	505-888-5783	Maxtek inc@aol.com
13	Johnny Marcano	NEW Image CONST INC	505-699-0166	NEWImage marcano AT hotmail.com
14	JASON ANAYA	Core maintain Contracting	505-869-7996	Jason@coremaintain.com
15	ROLANDO MOLINAR	H.O. Const.	505-288-2231	hoconstruction@MSN.Com
16	Jeff Pipkin	AJI, Inc	(505)242-4848	jeff.pipkin@aiinc.NET
17	Travis Musgrave	Meridian Contracting, Inc.	(505)872-2841	t.musgrave@meridiancon.net
18	Randy Sena	Randy Sena Const.	505-452-1005	randySena69@msn.Com
19	Donald Garcia	Total Contracting Services	1-505-599-3279	totalcs1donald@outlook.com
20	MARIA GUARDADO	City of Las Vegas	757 754-2544	GUARDADOM@GMAIL.COM

Las Vegas Landfill Corrective Measures and Closure
Pre Bid Meeting
Monday, November 24, 2014 at 2:00pm
City of Las Vegas Council Chambers, Las Vegas, New Mexico

Sign-In Sheet

	Name	Company	Telephone No.	Email Address
21	CLINT AUTREY	AJAC ENTERPRISES, INC.	505-897-0120	clintautrey@ajacent.com
22				
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CITY OF LAS VEGAS
PROPOSAL/BID OPENING

DATE: 9-Dec-2014

OPENING NO.: 2015-13

TIME: 1:15 PM

DEPARTMENT: UTILITIES

LOCATION: City Council Chambers
1700 N. Grand Ave.
Las Vegas, NM 87701

ITEM(S): **LAS VEGAS LANDFILL CORRECTIVE MEASURES AND CLOSURE**

RECEIVED FROM:		AMOUNT	BID + ALT. 1	BID BOND	AFFIDAVIT NOTARIZED	CAMPAIGN D FORM
1 Enviroworks, LLC	BASE BID	1,071,168.34	1,192,706.34	✓	✓	✓
	ALT. 1	121,538.00				
2 Randy Sena Const. Inc.		967,518.00	1,237,518	✓	✓	✓
		270,000				
3 New Image Const.		851,289	931,289	✓	✓	✓
		80,000				
4 Lone Mountain Contr.		1,[illegible]	1,[illegible]	✓	✓	✓
		1,[illegible]				
5						
6						

COMPANY REPRESENTATIVE	COMPANY NAME
1 MARIA GILVARRY	CLV Project MANAGER
2 George Mihalik	Souder Miller & Ass Project Engineer
3 Crystal Keith	Lone Mountain Contracting
4 David Lopez	New Image Construction Inc
5 Randy Sena	Randy Sena Const.
6 Sean Grossetete	Enviroworks LLC
7 Melissa Grossetete	Enviroworks, LLC
8	
9	
10	

(use other side of form when full)

ORIGINAL PROPOSALS TAKEN BY:
[signature]
DATE: 12-9-14

COPIES TAKEN BY:
[signature]
DATE: 12/9/14

OPENED BY: FINANCE DEPARTMENT
[signature] Cordova
DATE: 12-9-14

Las Vegas Landfill Corrective Measures and Closure
Bid Deadline: Tuesday, December 9, 2014 1:15 p.m.
Mandatory Pre-Bid Meeting
City of Las Vegas Council Chambers
Las Vegas, New Mexico on Monday, November 24, 2014 at 2:00 p.m.

Plan Holders List
Engineers Estimate: $ 989 Thousand
Plans Fee - $100 per plan set

	Date of P/U	Company and E-mail Address	Contact	Address	Tel #	Fax #	Deposit
1		Construction Reporter jane@constructionreporter.com	Jane Wood	1609 2nd St, NW Albuquerque, NM 87107	(505) 243-9793	(505) 242-4758	
2		Builders News and Plan Room buildersnews@live.com	Sammi Giannini	3435 Princeton Dr., NE Albuquerque, NM 87107	(505) 884-1752	(505) 883-1627	
3	11/13/2014	Las Vegas City Clerk office	Maria Gilvarry	City of Las Vegas	(757) 754-2544		
4	11/17/2014	Ajac Enterprise Inc. clintautrey@ajacent.com	Clint Autrey	8359 Corona Loop NE Albuquerque, NM 87113	(505) 897-0120	(505) 897-0118	
5	11/17/2014	Rummel Construction Inc. agribler@rummelconstruction.com	Amber Gribler	7520 East Adobe Drive Scottsdale, AZ 85255	(480) 222-9922	(480) 222-8521	
6	11/17/2014	Bidclerk govbids@bidclerk.com	Jim Rittenhouse	28 N. Clark, Suite 450 Chicago, IL 60602	(877) 737-6482	(312) 275-7197	
7	11/18/2014	Meridian Contracting Inc. m.graft@meridiancon.net	Mindy Graft	3535 Princeton Drive NE Albuquerque, NM 87107	(505) 872-2841	(505) 884-0260	
8	11/18/2014	Hays Plubming & Heating Inc. hays_plumbing@hotmail.com	Randy Hays	600 Railroad Ave Las Vegas, NM 87701	(505) 425-7535	(505) 454-0202	
9	11/18/2014	AUI Inc. Tiffanyt@auiinc.net	Tiffany Torres	PO Box 9828 Albuquerque, NM 87115	(505) 242-4848	(505) 242-9050	
10	11/19/2014	Rock Creations Construction rmadrid3152@gmail.com	Rick Madrid	153 Camino Don Thomas Bernallilo, NM 87144	(505) 903-9530		
11	11/19/2014	iSqFt Coloradoplanroom@isqft.com	Chris Feller	4500 Lake Forest Drive, Suite 502 Cincinnati, OH 45242	(800) 364-2059	(866) 570-8187	
12	11/20/2014	Source Management onvia1234@gmail.com	Oniva	509 Olive Way Seattle, WA 98101	(206) 373-9500	(888) 263-7801	
13	11/20/2014	Enviro Works, LLC enviroworksforyou.com	Sean Grossetete	PO Box 34 Edgewood, NM 87015	(505) 286-4894	(505) 286-4965	
14	11/20/2014	Maxtek Contractors Inc. maxtekinc@aol.com	Matts Buckland	2201 Phoenix Ave., N.E.	(505) 888-5733	(505) 888-5734	

Las Vegas Landfill Corrective Measures and Closure
Bid Deadline: Tuesday, December 9, 2014 1:15 p.m.
Mandatory Pre-Bid Meeting
City of Las Vegas Council Chambers
Las Vegas, New Mexico on Monday, November 24, 2014 at 2:00 p.m.

Plan Holders List
Engineers Estimate: $ 989 Thousand
Plans Fee - $100 per plan set

	Date of P/U	Company and E-mail Address	Contact	Address	Tel #	Fax #	Deposit
15	11/20/2014	Total Contracting totales1@outlook.com	Donald	PO Box 72395 Albuquerque, NM 87195	(505) 800-7156		
16	11/21/2014	HR Construction hrconstructionnm@yahoo.com	Horacio	5520 Broadway SE Albuquerque, NM 87105	(505) 907-1827	(505) 877-0119	
17	11/24/2014	Kfowler Constructin LLC naadiin@msn.com	Ken	PO Box 6395 Santa Fe, NM 87502	(928) 380-2597	(505) 474-0677	
18	11/24/2014	Sparling Construction Co bob@sparlingconstruction.net	Bob	PO Box 90548 Albuquerque, NM	(505) 821-0341	(505) 821-1537	
19	11/24/2014	HO Construction hoconstruction@msn.com	Rolando	700 Rio Bravo SW Albuquerque, NM 87105	(505) 288-2231		
20	11/25/2014	Lone Mountain Contracting ckeith@bluemountain.com	Crystal	125 Bosque Farms Blvd Boseque Farms, NM 87068	(505) 553-4089	(505) 869-2412	
21	11/25/2014	HD Supply Waterworks stephanie.aranda@Hdsupply.com	Stephanie Aranda	6135 2nd Street NW Albuquerque, NM 87107	(505) 344-0223	(505) 836-6033	
22	11/25/2014	New Image Construction newimagedlopez@yahoo.com	David Lopez	HCR 72, Box 5 Ribera, NM 87560	(505) 321-5321		
23	11/25/2014	Versatile Construction Inc. versatile05@hotmail.com	Cinda Barber	702 W. Campbell Ave., PO Box 686 Tucumcari, NM 88401	(575) 461-4656	(575) 461-4671	
24	11/26/2014	McGraw Hill Const/Dodge veronica_williford@mcgraw-hill.com	Veronica Williford	3315 Central Ave., 3667 Hot Springs, AK 71913	(602) 687-9006	(602) 242-2169	

Las Vegas Landfill Corrective Measure and Closure Project
Bid Opening: Tuesday, December 9, 2014 at 1:15pm

Item	Description	Unit	Quantity	New Image Construction Inc.		Enviroworks, LLC		Randy Sens Construction Inc.		Lone Mountain Contracting Inc.	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	Base Bid Items										
	General and Miscellaneous										
1	Mobilization (75%)/Demobilization (25%)	LS	1	$ 80,000.00	$ 80,000.00	$ 48,080.00	$ 48,080.00	$ 80,000.00	$ 80,000.00	$ 82,221.00	$ 82,221.00
2	Material Testing Allowance	Allow	1	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00
3	Hydrostatic and Mandrel Testing (manholes and piping)	LS	1	$ 8,000.00	$ 8,000.00	$ 5,456.00	$ 5,456.00	$ 4,480.00	$ 4,480.00	$ 14,902.00	$ 14,902.00
4	Storm Water Pollution Prevention Plan (SWPPP) Preparation	LS	1	$ 5,000.00	$ 5,000.00	$ 1,656.00	$ 1,656.00	$ 2,300.00	$ 2,300.00	$ 5,548.00	$ 5,548.00
5	Storm Water Pollution Prevention Plan (SWPPP) Implementation, Complete In Place (CIP)	LS	1	$ 20,000.00	$ 20,000.00	$ 3,100.00	$ 3,100.00	$ 2,300.00	$ 2,300.00	$ 2,774.00	$ 2,774.00
6	As-Built Survey /Construction Staking	LS	1	$ 25,000.00	$ 25,000.00	$ 36,168.00	$ 36,168.00	$ 4,200.00	$ 4,200.00	$ 66,264.00	$ 66,264.00
7	Reseeding of Disturbed Areas, CIP	AC	10	$ 2,000.00	$ 20,000.00	$ 1,699.80	$ 16,998.00	$ 1,400.00	$ 14,000.00	$ 3,642.00	$ 36,420.00
8	Traffic Control Plan and Implementation	LS	1	$ 2,000.00	$ 2,000.00	$ 2,780.00	$ 2,780.00	$ 3,800.00	$ 3,800.00	$ 3,800.00	$ 3,800.00
9	Fencing (4 ft high 8-strand barb wire with T-posts), CIP	LF	1147	$ 7.00	$ 8,029.00	$ 4.87	$ 5,584.49	$ 3.50	$ 4,014.50	$ 6.40	$ 7,340.80
10	16 ft Standard Tubular Gate, CIP	EA	1	$ 1,000.00	$ 1,000.00	$ 621.80	$ 621.80	$ 1,900.00	$ 1,900.00	$ 3,699.00	$ 3,699.00
11	Removal of existing items to be salvaged by owner on site (Timber/Metal on Hill, etc.) or removed from site (old fencing being replaced, old culverts being replaced, etc.)	LS	1	$ 4,000.00	$ 4,000.00	$ 2,000.00	$ 2,000.00	$ 10,000.00	$ 10,000.00	$ 29,804.00	$ 29,804.00
	Grading and Drainage (Fill North area, Landfill top grading, Grading of Side ditches)										
12	Excavation/Hauling of Borrow Material from offsite; Placement and Compaction of Fill Material, and All Required Grading as per plans, CIP	CY	16,000	$ 16.00	$ 270,000.00	$ 20.41	$ 306,150.00	$ 22.00	$ 330,000.00	$ 10.24	$ 163,800.00
13	6 ft Diameter CMP with End Sections, CIP	LF	20	$ 800.00	$ 24,000.00	$ 474.72	$ 14,241.60	$ 416.66	$ 12,499.80	$ 395.98	$ 11,879.60
14	3 ft Diameter CMP with End Sections, CIP	LF	40	$ 120.00	$ 4,800.00	$ 274.70	$ 11,148.00	$ 166.75	$ 6,750.00	$ 345.56	$ 13,822.40
	Leachate Collection System and Sewer Line (South End of Landfill)										
15	Trench Excavation (390' long x 18' average depth x 4' wide)	CY	844	$ 5.00	$ 4,220.00	$ 75.33	$ 63,578.52	$ 7.50	$ 6,330.00	$ 5.15	$ 4,346.60
16	Excavation for Side Slopes (390' long x 18' @ 1H:1V x 2 sides)	CY	3167	$ 5.00	$ 15,836.00	$ 63.52	$ 201,167.84	$ 7.50	$ 23,752.50	$ 5.15	$ 16,310.05
17	Excavation Anchor Trench at Top (390' x 2' x 2)	CY	89	$ 5.00	$ 396.00	$ 6.78	$ 400.02	$ 12.00	$ 708.00	$ 31.66	$ 1,867.94
18	60 mil HDPE Liner (390' long x 29' wide + 390' long x 4' wide), CIP	SF	9129	$ 3.00	$ 27,390.00	$ 2.71	$ 24,713.20	$ 2.60	$ 23,712.00	$ 3.20	$ 29,164.00
19	Clean Smooth Round Rock (390' long x 4' thick x 4' wide), CIP	CY	225	$ 50.00	$ 11,250.00	$ 45.30	$ 10,192.50	$ 49.00	$ 11,025.00	$ 31.66	$ 7,123.50
20	Bentonite/Cement Slurry (390' long x 3' thick, 4' wide), CIP	CY	169	$ 100.00	$ 16,900.00	$ 114.00	$ 19,266.00	$ 228.00	$ 38,025.00	$ 163.14	$ 27,570.66
21	Filter Fabric (8' x 390' around pipe + 12' x 390' around rock), CIP	SF	7800	$ 1.00	$ 7,800.00	$ 0.74	$ 5,824.00	$ 0.40	$ 3,040.00	$ 0.80	$ 6,060.00
22	Perforated HDPE Pipe (24" diameter), CIP	LF	380	$ 50.00	$ 19,000.00	$ 27.85	$ 10,607.00	$ 96.00	$ 36,480.00	$ 33.78	$ 12,836.00
23	Catch Basin/Manhole (6' diameter, 18' Deep), CIP	EA	1	$ 10,000.00	$ 10,000.00	$ 15,510.60	$ 15,510.60	$ 13,500.00	$ 13,500.00	$ 30,656.62	$ 30,656.62
24	SDR 35 PVC Sewer Pipe (8" diameter), including trenching, additional fill, tracer wire, etc. CIP	LF	4400	$ 35.00	$ 154,000.00	$ 32.76	$ 144,144.00	$ 48.00	$ 211,200.00	$ 83.83	$ 368,852.00
25	8-inch Gate Valve, CIP	EA	2	$ 3,000.00	$ 6,000.00	$ 2,836.00	$ 5,672.00	$ 3,050.00	$ 6,100.00	$ 5,987.00	$ 11,974.00
26	Connection to Existing Manhole	EA	1	$ 4,000.00	$ 4,000.00	$ 1,676.00	$ 1,676.00	$ 4,800.00	$ 4,800.00	$ 33,061.00	$ 33,061.00
27	Road Crossing Installed via Open Cut, 14-inch 0.25" wall steel casing , (incl. spacers, end seals), CIP (carrier pipe not included)	LF	100	$ 70.00	$ 7,000.00	$ 120.75	$ 12,075.00	$ 112.00	$ 11,200.00	$ 57.14	$ 5,714.00
28	Road Crossing Repair, including curb/gutter, asphalt, base course, etc, CIP	EA	1	$ 9,000.00	$ 9,000.00	$ 1,575.00	$ 1,575.00	$ 7,300.50	$ 7,300.50	$ 8,290.00	$ 8,290.00
29	Sewer Cleanouts (varying depth), including 4 inch tracer wire, cleanout, 6 inch riser pipe and fittings, concrete pad, etc. CIP	EA	12	$ 1,000.00	$ 12,000.00	$ 945.00	$ 11,340.00	$ 1,080.00	$ 12,960.00	$ 12,344.00	$ 148,128.00
30	Sewer Manholes (4' diameter, varying depth), including frame, cover, concrete pad, etc. CIP	EA	9	$ 9,000.00	$ 81,000.00	$ 6,709.00	$ 60,381.00	$ 7,300.00	$ 65,700.00	$ 11,855.00	$ 106,695.00
31	Metering Manhole (4' diameter, 8' depth), including frame, cover, concrete base pad, flume, etc CIP	EA	1	$ 22,000.00	$ 22,000.00	$ 22,731.00	$ 22,731.00	$ 23,000.00	$ 23,000.00	$ 35,005.00	$ 35,005.00
	Las Vegas Landfill Base Bid				$ 854,289.00		$ 1,071,168.37		$ 984,177.80		$ 1,298,906.27
	Additive Alternate Bid Item										
AA1	Restoration of Previous Borrow Area, CIP	LS	1	$ 80,000.00	$ 80,000.00	$ 121,838.00	$ 121,838.00	$ 270,000.00	$ 270,000.00	$ 128,678.75	$ 128,678.75
	Las Vegas Landfill Additive Alternate Bid				$ 80,000.00		$ 121,838.00		$ 270,000.00		$ 128,678.75
	Total Bid, Including Additive Alternate and Base Bid (not including taxes)				$ 934,289.00		$ 1,192,706.37		$ 1,254,177.80		$ 1,427,583.02
	Note: Gross Receipts Tax of 8.0625% not included										

I certify that this bid tabulation is correct to the best of my knowledge.

George Mihalik

George Mihalik, P.E.
Project Engineer

12/15/2014
Date

[ ] ◦ Represents Contractor's Calculation Errors

Engineer's Construction Cost Estimate
Las Vegas Landfill Corrective Measures and Closure

Item No.	Item Description	Unit	Quantity	Cost Per Unit	Cost	Subtotals
	NON CONSTRUCTION COSTS					
	Bidding, Construction and Monitoring Wells					
1	Construction Phase Services	LS	1	$52,581	$52,581	
2	Construction Phase Additional Services (RPR - Observation)	LS	1	$15,643	$15,643	
3	Additional Services (survey of borrow area)	LS	1	$3,200	$3,200	
4	Additional Services (design of borrow area grading)	LS	1	$3,600	$3,600	
5	Additional Services (four new monitoring wells)	LS	1	$30,000	$30,000	
6	Additional Services (sampling and report on monitoring wells)	LS	1	$42,500	$42,500	
	Subtotal Design, Bidding, Construction and Monitoring Wells					$147,524
	7.0% NMGRT on Engineering (Albuquerque)					$7,131.67
	8.0625% NMGRT on Construction Observation and Monitoring Wells (Las Vegas)					$3,679.97
	TOTAL NON CONSTRUCTION COSTS (Tax Included)					**$158,336**
	CONSTRUCTION COSTS					
	CIP=Complete in Place					
	General and Miscellaneous					
1	Mobilization (75%)/Demobilization (25%)	LS	1	$80,000	$80,000	
2	Material Testing Allowance	Allow	1	$20,000	$20,000	
3	Hydrostatic Testing (manholes and piping)	LS	1	$5,000	$5,000	
4	Storm Water Pollution Prevention Plan (SWPPP) Preparation	LS	1	$5,000	$5,000	
5	Storm Water Pollution Prevention Plan (SWPPP) Implementation, Complete In Place (CIP)	LS	1	$40,000	$40,000	
6	As-Built Survey/Construction Staking	LS	1	$20,000	$20,000	
7	Seeding, CIP	AC	30	$1,500	$45,000	
8	Traffic Control Plan and Implementation	LS	1	$5,000	$5,000	
9	Fencing (4 ft. high 5-strand barb wire with T-posts), CIP	LF	500	$20	$10,000	
10	16 ft Standard Tubular Gate, CIP	EA	1	$1,000	$1,000	
11	Removal of existing items to be salvaged by owner on site (Timber/Metal on Hill, etc.) or removed from site (old fencing being replaced, old culverts being replaced, etc.)	LS	1	$10,000	$10,000	
	Total General Project Costs					**$241,000**
	Grading and Drainage (Fill North area, Landfill top grading, Side ditches)					
12	Excavation/Hauling of Borrow Material, Placement/Compaction of Fill Material, and All Required Grading as per Plans, CIP	CY	15000	$15	$225,000	
13	6 ft Diameter CMP with End Sections, CIP	LF	30	$100	$3,000	
14	3 ft Diameter CMP with End Sections, CIP	LF	40	$50	$2,000	
	Total Grading and Drainage					**$230,000**
	Leachate Collection System and Sewer Line (South End of Landfill)					
15	Trench Excavation (380' long x 15' average depth x 4' wide), CIP	CY	844	$12	$10,133	
16	Excavation for Side Slopes (380' long x 15' @ 1H:1V x 2 sides), CIP	CY	3167	$12	$38,000	
17	Excavation Anchor Trench at Top (380' x 2' x 2'), CIP	CY	59	$12	$711	
18	80 mil HDPE Liner (380' long x 20' wide + 380' long x 4' wide), CIP	SF	9120	$3.00	$27,360	
19	Clean Smooth Round Rock (380' long x 4' thick x 4' wide), CIP	CY	225	$50	$11,259	
20	Bentonite/Cement Slurry (380' long x 3 ' thick, 4' wide), CIP	CY	169	$100	$16,889	
21	Filter Fabric (8' x 380' around pipe + 12'x 380' around rock), CIP	SF	7600	$1	$7,600	
22	Perforated HDPE Pipe (24" diameter), CIP	LF	380	$35	$13,300	
23	Catch Basin/Manhole (6' diameter, 16' Deep), CIP	EA	1	$8,000	$8,000	
24	SDR 35 PVC Sewer Pipe (8" diameter), including trenching, additional fill, tracer wire, etc. CIP	LF	4400	$40	$176,000	
25	8-inch Gate Valve, CIP	EA	1	$1,000	$1,000	
26	Connection to Existing Manhole	EA	1	$1,000	$1,000	
27	Road Crossing Installed via Open Cut, 14-inch 0.25" wall steel casing , (incl. spacers, end seals), CIP (carrier pipe not included)	LF	100	$65	$6,500	
28	Road Crossing Repair, including curb/gutter, asphalt, base course, etc., CIP	EA	1	$5,000	$5,000	
29	Sewer Cleanouts (varying depth), including 4 inch tracer wire, cleanout, 8 inch riser pipe and fittings, concrete pad, etc. CIP	EA	12	$1,500	$18,000	
30	Sewer Manholes (4' diameter, varying depth), including frame, cover, concrete pad, etc. CIP	EA	7	$5,000	$35,000	
31	Metering Manhole (4' diameter, 8' depth), including frame, cover, concrete pad, etc. CIP	EA	1	$10,000	$10,000	
	Total Leachate Collection System and Sewer Line					**$385,753**
	Additive Alternate - Restoration of Previous Borrow Area					
AA1	Restoration of Previous Borrow Area, CIP	LS	1	$120,000	$120,000	
	Total Additive Alternate - Restoration of Old Borrow Area					**$120,000**
	SUBTOTAL CONSTRUCTION COSTS, INCLUDING ADDITIVE ALTERNATE					**$976,753**
	20% CONTINGENCY					$195,351
	8.0625% NMGRT on Construction and Contingency					$94,501
	TOTAL CONSTRUCTION COSTS (Contingency and 8.0625% Tax Included)					**$1,266,604**

TOTAL NON-CONSTRUCTION AND CONSTRUCTION COSTS (TAX INCLUDED) $1,424,940

RECEIVED
DEC - 9 2014
1:30pm

BID FORM (REVISED 11-26-14)

Las Vegas Landfill
Corrective Measures and Closure Project

(Project Number – UT-SWLF-2013)

TABLE OF CONTENTS

	Page
Article 1 – Bid Recipient	1
Article 2 – Bidder's Acknowledgements	1
Article 3 – Bidder's Representations	2
Article 4 – Bidder's Certification	3
Article 5 – Basis of Bid	4
Article 6 – Time of Completion	6
Article 7 – Attachments to This Bid	6
Article 8 – Defined Terms	6
Article 9 – Bid Submittal	6

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of Las Vegas
City Council Chambers
1700 N. Grand Avenue
Las Vegas New Mexico, 87701

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

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ARTICLE 3- BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.	Addendum Date
Addendum #1	12/01/2014
Addendum #2	12/04/2014

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (I) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02, and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable "technical data."

E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (I) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.

F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

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H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

BASE BID

Note: Gross receipts tax not included.

ITEM NO.	ITEM DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL PRICE
General and Miscellaneous					
1	Mobilization (75%)/Demobilization (25%)	LS	1	50,000	50,000
2	Material Testing Allowance	Allow	1	$10,000.00	$10,000.00
3	Hydrostatic and Mandrel Testing (manholes and piping)	LS	1	$6,000	$6,000
4	Storm Water Pollution Prevention Plan (SWPPP) Preparation	LS	1	$5,000	$5,000
5	Storm Water Pollution Prevention Plan (SWPPP) Implementation, Complete In Place (CIP)	LS	1	$20,000.00	$20,000.00
6	As-Built Survey /Construction Staking	LS	1	$25,000.00	$25,000
7	Reseeding of Disturbed Areas, CIP	AC	10	$2,000.00	$20,000.00
8	Traffic Control Plan and Implementation	LS	1	$2,000.00	$2,000.00
9	Fencing (4 ft high 5-strand barb wire with T-posts), CIP	LF	1147	$7.00	$8,029.00
10	16 ft Standard Tubular Gate, CIP	EA	1	$1000.00	$1000
11	Removal of existing items to be salvaged by owner on site (Timber/Metal on Hill, etc.) or removed from site (old fencing being replaced, old culverts being replaced, etc.)	LS	1	$4,000.00	$4,000.00
Grading and Drainage (Fill North area, Landfill top grading, Grading of Side ditches)					
12	Excavation/Hauling of Borrow Material from offsite; Placement and Compaction of Fill Material, and All Required Grading as per plans, CIP	CY	15,000	$18.00	$270,000.00
13	6 ft Diameter CMP with End Sections, CIP	LF	30	$800.00	$24,000.00
14	3 ft Diameter CMP with End Sections, CIP	LF	40	$120.00	$4,800.00
Leachate Collection System and Sewer Line (South End of Landfill)					
15	Trench Excavation (380' long x 15' average depth x 4' wide)	CY	844	$5.00	$4,220.00
16	Excavation for Side Slopes (380' long x 15' @ 1H:1V x 2 sides)	CY	3167	$5.00	15,835.00
17	Excavation Anchor Trench at Top (380' x 2' x 2')	CY	59	$5.00	$295.00
18	80 mil HDPE Liner (380' long x 20' wide + 380' long x 4' wide), CIP	SF	9120	$3.00	$27,360.00

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ITEM NO.	ITEM DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL PRICE
19	Clean Smooth Round Rock (380' long x 4' thick x 4' wide), CIP	CY	225	$50.00	$11,250.00
20	Bentonite/Cement Slurry (380' long x 3 ' thick, 4' wide), CIP	CY	169	$100.00	$16,900.00
21	Filter Fabric (8' x 380' around pipe + 12'x 380' around rock), CIP	SF	7600	$1.00	$7,600.00
22	Perforated HDPE Pipe (24" diameter), CIP	LF	380	$50.00	$19,000.00
23	Catch Basin/Manhole (6' diameter, 16' Deep), CIP	EA	1	$10,000.00	10,000.00
24	SDR 35 PVC Sewer Pipe (8" diameter), including trenching, additional fill, tracer wire, etc. CIP	LF	4400	35.00	$154,000.00
25	8-inch Gate Valve, CIP	EA	2	$3000.00	$6000.00
26	Connection to Existing Manhole	EA	1	$4000.00	$4,000.00
27	Road Crossing Installed via Open Cut, 14-inch 0.25" wall steel casing , (incl. spacers, end seals), CIP (carrier pipe not included)	LF	100	$70.00	7,000.00
28	Road Crossing Repair, including curb/gutter, asphalt, base course, etc, CIP	EA	1	$6,000.00	6,000.00
29	Sewer Cleanouts (varying depth), including 4 inch tracer wire, cleanout, 8 inch riser pipe and fittings, concrete pad, etc. CIP	EA	12	$1,000.00	12,000.00
30	Sewer Manholes (4' diameter, varying depth), including frame, cover, concrete pad, etc. CIP	EA	9	$9,000.00	$81,000.00
31	Metering Manhole (4' diameter, 8' depth), including frame, cover, concrete base pad, flume, etc. CIP	EA	1	27,000.00	$27,000.00

TOTAL OF BASE BID (Total of Items 1 through 31): $ $854,289.00

IN WORDS: Eight hundred ~~Thousand~~ fifty four Thousand Two hundred Eighty Nine xx/00

ADDITIVE ALTERNATE BID ITEMS

Note: Gross receipts tax not included.

ITEM NO.	ITEM DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL PRICE
AA1	Restoration of Previous Borrow Area, CIP	LS	1	$80,000.00	$80,000.00

TOTAL OF ADDITIVE ALTERNATE BID (Item AA1): $ 80,000.00

IN WORDS: Eighty Thousand xx/00

EJCDC C-410 Bid Form for Construction Contracts
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TOTAL OF BASE BID PLUS ADDITIVE ALTERNATE BID: $ 934,289.02

(Total of Items 1 through 31 and Item AA1)

IN WORDS: Nine hundred Thirty four Thousand Two hundred Eight Nine xx/100 Dollars

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 -TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 -ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security in the form of a Bid Bond or as otherwise stated in the Instructions to Bidders:

B. List of Proposed Subcontractors;

C. List of Proposed Equipment Manufacturers;

D. Bidder's Qualifications Statement with Supporting Data;

E. Contractor's License No.: 366062 , or Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;

F. Copy of Registration with the Labor Relations Division, New Mexico Department of Workforce Solutions, Public Works Bureau;

G. Campaign Contribution Disclosure Form.

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

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ARTICLE 9 -BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is: An Individual

Name (typed or printed): _____

By: _____

(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____

(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: **New Image Construction, Inc** (SEAL)

State of Incorporation: **New Mexico**

Type (**General Business**, Professional, Service, Limited Liability): __

By: Johnny Manzanares

(Signature -- attach evidence of authority to sign)

Name (typed or printed): **Johnny Manzanzres**

Title: **President**

(CORPORATE SEAL)

Attest David Lopez

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

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By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign) Name

(typed or printed): _____

Title: _____

Second Joint Venturer Name: _____(SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address HCR 72 Box 5, Ribera NM 87560

_____

PhoneNo. (505) 944-6773 Fax No. _____

E-mail: NewImagedlopez@yahoo.com

SUBMITTED on December 2, 2014

New Mexico Contractor's License Number 366062

New Mexico Department of Workforce Solutions Registration Number 03025920140321

ITEM (S) UNDER THIS BID ARE TO BE F.O.B LAS VEGAS, NEW MEXICO 87701. THE CITY OF LAS VEGAS RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS AND TO WAIVE ANY TECHNICAL IRREGULARITY IN THE FORM OF THE BID.

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AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF New Mexico)

) SS.

COUNTY OF ~~TORRANCE~~ San Miguel Dr.)

I Johnny Manzanares, of lawful age, being first duly sworn in oath, say that I am the agent authorized by the bidder to submit the attached bid. Affidavit further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any city official or employee as to the terms of said prospective contract, or any other term of said prospective contract; or in any discussion between bidders with any city official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

Signature

Subscribed and sworn to before me this 9th day of December

Subscribed and sworn to before me this 9th, day of December, 2014.

(SEAL)

OFFICIAL SEAL
JULIANNE LUCERO
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires 6 16 2016

Julianne Lucero
Notary Public Signature

My Commission expires: 6 16 16

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LIST OF PROPOSED SUBCONTRACTORS

The following listing must be completed and signed by the Bidder and submitted with the Bid Proposal. Bids submitted without this completed and signed listing or with more than one listed for each item may be considered non-responsive. The subcontractor listing threshold shall be as indicated in the Instructions to Bidders. If none of the work will be subcontracted, Bidder shall write "NONE" and sign the sheet.

The General Contractor will determine categories of work that will be performed by the General Contractor, Subcontractors, and Tiers of Subcontractors. The following will be employed to perform the designated categories of work under this Contract.

Prior to award of the contract to the lowest qualified Bidder, the Contractor may be required to supply additional information regarding the Subcontractors listed below, as called for in the Instructions to Bidders, Bidder's Qualifications Statement, and in the technical specifications.

Contractor shall not substitute any person as Subcontractor in place of those identified on this form without prior approval from Owner. (§ 13-4-36)

Important Note Related to Public Works Projects: Contractor and all tiers of Subcontractors must be in compliance with the New Mexico Public Works Minimum Wage Act. Any Subcontractor whose work is valued at greater than $60,000 must be registered with the Labor Relations Division, New Mexico Department of Workforce Solutions, Public Works Bureau at the time of Bid [13-4-13.1 NMSA 1978], and their registration number included below. If such registration is not in place and current as of the date of Bid, the Subcontractor will be rejected and the General Contractor will be required to substitute another Subcontractor acceptable to the Owner without any increase in Bid price.

* Category of Work	Firm Name and Business Address, Phone # and License Number of Subcontractors	** Range	NM Department of Workforce Solutions Registration No. (if applicable)
Earthwork	HR Construction Inc PO Box 463 Tome NM. 87060	45,000	0023402011021

List of Proposed Subcontractors - Continued

* Category of Work	Firm Name and Business Address, Phone # and License Number of Subcontractors	** Range	NM Department of Workforce Solutions Registration No. (if applicable)

Use additional sheets if necessary.

Attest: _____ 12/9/2024
Authorized Officer — Date

Johnny Manzanares - President
Name and Title

New Image Construction, Inc.
Name of Firm

* Place title of subcontractor specialty.

** Subcontractor's contract range: In the column marked "Range", enter the letter corresponding to the subcontract amount.

A = Equal to or greater than $5,000 but less than $15,000
B = Equal to or greater than $15,000 but less than $50,000
C = Equal to or greater than $50,000

LIST OF PROPOSED EQUIPMENT MANUFACTURERS

The following listing of material and/or equipment manufacturers must be completed and signed by the Contractor and submitted with the Bid Proposal. Bids submitted without this completed and signed listing or with more than one manufacturer listed for each item may be considered non-responsive.

MATERIAL/EQUIPMENT	MANUFACTURER
Concrete Manholes	American Precast
Perforated and Corrugated HDPE Pipe	Baker
HDPE Geomembrane Liner	Baker
Fiberglass Metering Manholes	Baker

Bidder's Name: New Image Construction

By (Signature): [signature]

Print or Type Name and Title: Johnny Manzanares - President

BIDDER'S QUALIFICATIONS STATEMENT

Important Note:

Completion of this statement is required of all Bidders and must be submitted together with the Bid, as stipulated in the Instructions to Bidders.

PROJECT TITLE: **Las Vegas Landfil Corrective Measures and Closure**

SUBMITIED BY: New Image Construction, Inc
(Print or Type Name of Bidder)

ADDRESS: HCR 72 Box 5

Ribera, NM 87560

The undersigned certifies the truth and correctness of all statements and of all answers to questions made hereinafter. Use additional sheets for any responses, as necessary.

1. How many years has your organization been in business as a utilities contractor? 28 years

2. How many years has your organization been in business under its present name? 28 years

3. If a corporation, answer the following:

   a. Date of Incorporation: March 11, 2010

   b. State of Incorporation: New Mexico

   c. President's Name: Johhny Manzanares

   d. Vice President's Name: _____

   c. Secretary or Clerk's Name: _____

   d. Treasurer's Name: _____

4. If individual or partnership, answer the following:

   a. Date of Organization : _____

   b. Name and Address of all Partners:
   (State if general or limited partnership)

5. If other than corporation or partnership, describe organization and name principals. N/A

6. Do you plan to subcontract any part of this Project. Yes If so, briefly describe below and identify subcontractors on the List of Proposed Subcontractors form included in these Contract Documents, that meet the listing threshold.

See List of Proposed Subcontractor's

7. Has any construction contract to which you have been a party been terminated by the owner; have you ever terminated work on a project prior to its completion for any reason; has any surety which issued a performance bond on your behalf ever completed the work in its own name or financed such completion on your behalf; has any surety expended any monies in connection with the contract for which they furnished a bond on your behalf; have you been late in completing a project during the last five years resulting in the assessment of liquidated damages? If the answer to any portion of this question is "yes", please furnish details of all such occurrences including name of owner, architect or engineer, and surety, and name and date of project.

NO

8. Has any officer or partner of your organization ever been an officer or partner of another organization that had any construction contract terminated by the owner; terminated work on a project prior to its completion for any reason; had any surety which issued a performance bond complete the work in its own name or financed such completion; or had any surety expend any monies in connection with a contract for which they furnished a bond? If the answer to any portion of this question is "yes", please furnish details of all such occurrences, including name of owner, architect or engineer, and surety, and name and date of project..

NO

9. List name of project, owner, architect or engineer, contract amount, percent complete and scheduled completion of the major construction projects your organization has in progress on this date. Include name, address and telephone number of a reference for each project listed. _

1) Water Improvements - Phase 3A, El Valle De Los Ranchos De Taos , Abeyta Engineering, Inc $1,223,947.00, 85% Complete, Schedule completion 12/15/2014 Alex Abeyta - (575) 737-037

2) Morairty Sewer extension- MolzenCorbin $228,400.00 - Start date 12/8/2014 zero percent complete, Schedule completion 2/15/2015 Mike Provine (505) 242-5700

10. List name of project, owner, architect or engineer, contract amount, date of completion and percent of work with own forces of the major projects of the same general nature as this project which your organization has completed in the past five years. Include name, address and telephone number of a reference for each project listed.

See Attachment

11. List name and construction experience of the principal individual of your organization.

See Attachment

12. List the states and categories of construction in which your organization is legally qualified to do business. Include all license classifications your organization possesses in the State of New Mexico, as stipulated in the New Mexico Administrative Code (NMAC), Title 14, Chapter 6, Part 6.

New Mexico - GB98 & GF09

13. List name, address, and telephone number of an individual who represents each of the following and who may be contacted for a financial reference.

a. A surety: Granite RE, Inc.
14001 Quailbrook Dr
Oklahoma City, OK 73134

b. A bank: Bank Of America, Lourdes Gurrola
(505) 473-8211

c. A major material supplier: Baker Utility, Shana Quick
2351 Aztec Rd.
Albuquerque, NM 87107 (505) 884-0990

14. The Owner may require the low Bidder to submit a financial statement, prepared on an accrual basis in a form that clearly indicates Bidder's assets, liabilities and net worth, prior to issuance of the Notice of Award.

Dated this 2nd day of December 20 14

Bidder: NEW IMAGE CONSTRUCTION
(Print or Type Name of Bidder)

By: Johhny Manzanares

Title: President

(Seal, if Corporation)

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

The following definitions apply:

"Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Contract" means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

"Pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"Person" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

"Prospective contractor" means a person who is subject to the competitive sealed

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(The above fields are unlimited in size) _____

_____ _____
Signature Date

_____
Title (position)

-OR-

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS ($250) WERE MADE to an applicable public official by me, a family member or representative.

_____ 12/9/2014
Signature Date

Project Manager
Title (Position)

New Mexico Department of WORKFORCE SOLUTIONS

Certificate of Public Works Registration

New Image Construction Inc.

HCR 72 Box 5

Ribera NM 87560

Registration Date: 03/17/2014

Expiration Date: 03/17/2016

Registration Number: 03025920140321

This certifies that the above company may participate in Public Works Projects.

The company has provided payment into the Labor Enforcement Fund and is in good standing.

NEW IMAGE CONSTRUCTION LIST OF REFERENCES

Reference Company Name	CONTACT	PHONE	PROJECT NAME	Project	Type	Precent Complete
ABEYTA ENGINEERING	ALEX ABEYTA	575 737 0377	WATER IMPROVEMENTS • PHASE 3A	$1,309,898.75	PRIME	85%
MOLZENCORBIN	DOUG ALBIN	505 242 5700	WATER SYS -GALLINAS RIVER PROJECT	$92,100.00	PRIME	100%
2MOLZENCORBI N	DOUG ALBIN	505 242 5700	WELL & WATER INSTALLATION CHIMAYO	$410,000.00	PRIME	100%
MOLZENCORBIN	DOUG ALBIN	505 242 5700	POTRERO WATER TANK PROJEC	$326,000.00	PRIME	100%
SOUDERMILLER AND ASSOCIATE	PAUL KENNEDY	505 473 9211	PETERSON WELL PROJECT	$290,000.00	PRIME	100%
SOLEIL WEST	KEVIN BALCIAR	505 263 1477	SAN MIGUEL SOLID WASTE PROJECT	$500,000.00	PRIME	100%
GANNETI FLEMING	GILBERT GALLEGOS	505 263 1484	NAME PUEBLO DISTR IBUTION	$960,000.00	PRIME	100%
DEPAULI ENGINEERS	ED GONZALES	505 863 5440	WATER WELL AND STORAGE TANK FOR VANDERWAGON	$463,668.00	PRIME	100%
FORSGREN ENG	ROBERT PAULETIE	505 814 2796	TUCUMCARI • METERS INSTALLATION	$174,000.00	PRIME	100%
HDR INC	ED DUBOIS	505 350 8926	TUCUMCARI WWTP•	$240,000.00	SUB	100%
HDR INC	ED DUBOIS	505 350 8926	LOGAN • SEWER IMPROVEMENTS	$380,000.00	SUB	100%
GANNETI FLEMING	GILBERT GALLEGOS	505 263 1484	MAXWELL-WATER DISTRIBUTION LINE	$460,000.00	SUB	100%
ABEYTA ENGINEERING	ALEX ABEYTA	575 737 0377	CIMARRON WATER DISTIBUTION LINE PHASE 1	$320,000.00	SUB	100%
ABEYTA ENGINEERING	ALEX ABEYTA	575 737 0377	CIMARRON WATER DISTIBUTION LINE PHASE 2	$396,000.00	SUB	100%

KEY PERSONEL

	NAME	CONTACT	PHONE	YEARS OF EXPERIENCE
1	JOHNNY MANZANARES	PRESIDENT	505 699 0166	25 YEARS
2	ROBERT MANZANARES	GENERAL SUPERINTENDENT	505 944 6773	37 YEARS

Johnny Manzanares 505-699-0166
NICO

PENAL SUM FORM

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER *(Name and Address)*:

NEW IMAGE CONSTRUCTION, INC.
HCR 72 Box 46, Ribera, NM 87560

SURETY *(Name and Address of Principal Place of Business)*:

GRANITE RE, INC.
14001 Quailbrook Drive, Oklahoma City, OK 73134

OWNER *(Name and Address)*:

CITY OF LAS VEGAS
1700 N. Grand Avenue, Las Vegas, NM 87701

BID

Bid Due Date: DECEMBER 9, 2014
Description *(Project Name and Include Location)*: LAS VEGAS LANDFILL CORRECTIVE MEASURES AND CLOSURE PROJECT

BOND

Bond Number: N/A
Date *(Not earlier than Bid due date)*: DECEMBER 9, 2014
Penal sum FIVE PERCENT (5%) OF THE AMOUNT BID--- (Words) $ (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER	**SURETY**
NEW IMAGE CONSTRUCTION, INC. (Seal)	GRANITE RE, INC. (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: Signature	By: Signature (Attach Power of Attorney)
Johnny Manzerous	DEAN E. VIGIL
Print Name	Print Name
President	ATTORNEY-IN-FACT
Title	Title
Attest: Signature	Attest: Signature
Project Manager	
Title	Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

BARTLEY HOYT KINNEY III; DEAN E. VIGIL; CARL S. CONLEE III; ROBERT B. LILLEY; LINDA DOOLEY; STUART EDWARD KUYPER its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

BARTLEY HOYT KINNEY III; DEAN E. VIGIL; CARL S. CONLEE III; ROBERT B. LILLEY; LINDA DOOLEY; STUART EDWARD KUYPER may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 16th day of January, 2014.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

GRANITE RE, INC. CORPORATE SEAL OKLAHOMA

Kenneth D. Whittington, President

Kyle P. McDonald, Treasurer

On this 16th day of January, 2014, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:
August 8, 2017
Commission #: 01013257

KATHLEEN L. CARLSON NOTARY PUBLIC STATE OF OKLAHOMA

Notary Public

GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 9th day of December, 2014.

GRANITE RE, INC. CORPORATE SEAL OKLAHOMA

Kyle P. McDonald, Secretary/Treasurer

New Mexico E-Services for Contractor Licensing

Home Page

Company Details

Company Name	NEW IMAGE CONSTRUCTION INC.	License Number	366062
Phone Number	5056990166	License Status	Active
Issue Date	06/15/2010	Expiry Date	06/30/2016
Volume	$1000000.00 +		

Address

HCR 72 BOX 5

City	RIBERA		
State	NM	Zip Code	87560

QP Details

Name	Certificate No	Classification	Attach Date	Status
JOHNNY MANZANARES	25226465	GB98	06/15/2010	Attached
JOHNNY R R MANZANARES	106011	GF09	06/15/2010	Attached

Back to search page | Back

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Souder, Miller & Associates
Engineering ♦ Environmental ♦ Surveying
3451 Candelaria Rd NE, Suite D
Albuquerque, New Mexico 87107-1948
Phone (505) 299 0942
Fax (505) 293 3430
www.soudermiller.com

Record of Telephone Conversation

Re: City of Las Vegas Landfill project reference checks on New Image Construction, Inc.

Date of Phone Call: 12-05-14
Reference Check Completed by: George Mihalik, Project Engineer

Company: Molzen Corbin
Name of Contact: Mike Provine and Doug Albin
Phone Number: 505-242-5700

Information Provided:

Just started working with them on project doing sewer force main with lift station. Work so far has been good. They also worked on waterline for Zia Pueblo.

Overall impression was they were good to work with.

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www.soudermiller.com

Record of Telephone Conversation

Re: City of Las Vegas Landfill project reference checks on New Image Construction, Inc.

Date of Phone Call: 12-05-14
Reference Check Completed by: George Mihalik, Project Engineer

Company: Baker Utility
Name of Contact: Shana Quick
Phone Number: 505-884-0990

Information Provided:

Never had has any problems dealing with them. Worked with them for years. Always pays bills on time.

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www.soudermiller.com

Record of Telephone Conversation

Re: City of Las Vegas Landfill project reference checks on New Image Construction, Inc.

Date of Phone Call: 12-05-14
Reference Check Completed by: George Mihalik, Project Engineer

Company: Souder Miller and Associates (Santa Fe office)
Name of Contact: Paul Kennedy
Phone Number: 505-231-2262

Information Provided:

New Image worked on Peterson Pumpback project for City of Las Vegas with SMA. They were good to work with and had a relaxed and laid back attitude. The do not communicate well and do not do a good job at project management. Their work product was good but it was a simple project. They were flexible with changes as needed. They did not really ask for too many change orders. Communication was biggest issue with working with them. Recommends having full-time construction observation to keep them in line.

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Record of Telephone Conversation

Re: City of Las Vegas Landfill project reference checks on New Image Construction, Inc.

Date of Phone Call: 12-05-14
Reference Check Completed by: George Mihalik, Project Engineer

Company: Souder Miller and Associates (previous employee)
Name of Contact: Richard (Rick) Madrid
Phone Number: 505-903-9530

Information Provided:

Rick worked with New Image on Cochiti Pueblo water system improvements project while he was employed with SMA. New Image does good work but needs to be constantly supervised. They do not ask to too many change orders and are general easy going contractor. They are not very good communicator and need to be helped along. They are not tricky but rather are very casual about work. They did not follow specifications when doing work, but did comply with requirements as they were pointed out, indicating they did not study the project documents very well. Rick recommends fulltime construction observation is provided when working with them to insure quality work product.

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www.soudermiller.com

Record of Telephone Conversation

Re: City of Las Vegas Landfill project reference checks on New Image Construction, Inc.

Date of Phone Call: 12-05-14
Reference Check Completed by: George Mihalik, Project Engineer

Company: HDR
Name of Contact: Ed Dubois
Phone Number: 505-350-8926

Information Provided:

Overall positive view working with them as a sub to the prime for the projects. Worked with them on Logan and Tucumcari sewer projects where they did regular and pipe bursting. Good in general and didn't have any problems. They didn't originate any change orders. They had full time construction observation for the projects and thought that was good idea to have on future projects.

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www.soudermiller.com

Record of Telephone Conversation

Re: City of Las Vegas Landfill project reference checks on New Image Construction, Inc.

Date of Phone Call: 12-05-14
Reference Check Completed by: George Mihalik, Project Engineer

Company: Forsgren Engineering
Name of Contact: Robert Pauletie
Phone Number: 505-814-2796

Information Provided:

They completed the project and their work was acceptable. No complaints. Couple of change orders as part of the project, but they were justifiable.

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 12/09/14 **DEPT:** Utilities Dept. **MEETING DATE:** 01/14/15

ITEM/TOPIC: Resolution No. 14-69 authorizing the purchase of a Utility easement and real property from Floyds Rental Center Inc.

BACKGROUND/RATIONALE: The City is installing an effluent water system that will supply water to Hanna Park. The purchase of the roadway between Floyds Rental Center and the Las Vegas Recreation center, half the entrance to the recreation center as well as the purchase of an easement through Floyds Rental Center property is needed to obtain the easement for the installation of the effluent water line between N. Grand Ave and the effluent water line at the NMHU golf course. The cost of the land and easement is $52,500. The cost of the land survey appraisal and legal is $4,078.75

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY MANAGER'S OFFICE NO LATER THAN 10:00 A.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

ALFONSO E. ORTIZ, JR.
MAYOR

ANN MARIE GALLEGOS
FINANCE DIRECTOR

ELMER MARTINEZ
ACTING CITY MANAGER

PURCHASING AGENT
(FOR BID AWARD ONLY)

DAVE ROMERO
CITY ATTORNEY
Approved as to Legal Sufficiency Only
(If Box is Initialed by City Mngr., Review and Sign)

Approved to form 9-25-12

UTILITIES DEPARTMENT PROJECT SUMMARY SHEET

PROJECT NAME: N. Grand Effluent Reuse **PROJECT NUMBER:** UT-WE-2013-4

PROJECT DESCRIPTION: Construction of a 100,000 gallon effluent storage tank and booster station near City Hall for short term storage and zone pressure to Hanna Park. The project will also require the construction of a new effluent reuse line to supply irrigation water to Padilla Park, Los Ninos School, and Hanna Park.

ACTION TIMELINE: March-December, 2014

LINE ITEM NUMBER: 646-0000-650-8738

ENGINEER/CITY ESTIMATE: $1,266,043.18

BUDGETED AMOUNT: *($1,222,621.92)*

Funding Sources	
SRF (Construction Egr Services)	$106,030.92
WTB 286 (Construction)	$722,000.00
City Funds (Utilities)	$342,091.00
City Funds (General Fund)	$ 52,500.00
Total Funds Available	$1,222,621.92

Expenditures	
CONTRACTOR BID AMOUNT:	$ 855,012.25
CITY CONSTRUCTION:	$ 205,000.00
ENGINEER ADMIN/OBSERVATION:	$ 106,030.92
Land Survey Appraisal and Legal	$ 4,078.75
Purchase Land	$ 52,500.00
TOTAL COST (W/Tax):	$1,222,621.92

ACTION	DESCRIPTION	DATE
Loan/Grant	WTB-286 Grant $649,800.00 Loan 72,200.00 DW-2911 Cash Match Pre Construction $108,300.00	6/21/13
Authorized Ordinance	City adopted Ordinance No. 13-07 authorizing execution of loan and subsidy agreement (SRF 2911) with NMFA	05/15/13
Loan/Subsidy Agreement	City entered into loan/subsidy agreement (SRF 2911) with NMFA for planning and design.	06/21/13
Engineer Svcs. Agreement	2679-13(EGR)	12/16/13
RFB 2014-08 Advertised	Las Vegas Optic, City Website	10/02/13
RFB 2014-08 Opening	Opened at City Hall Number of Proposers: 7	11/06/13
Staff Recommendation	Low Bid - CJ Mead ($ 855,012.25 w/NMGRT)	08/02/13
Notice of Award	CJ Mead Construction (2946-14)	12/11/13
Notice to Proceed	CJ Mead Construction	02/17/14
Substantial completion	Contractors Substantial Completion estimated date	01/31/15
Committee Recommendation	City to enter into purchase agreement with Floyds Rental Inc. Discussed at Utility Advisory Committee-recommendation for approval.	
Council Approval	City to enter into purchase agreement with Floyds Rental Inc. Taken to City Council for approval.	
Next Step	City to enter into purchase agreement with Floyds Rental Inc.	

Imagery ©2015 Google, Map data ©2015 Google 50 ft

PURCHASE/SALE AGREEMENT

THIS AGREEMENT made this ____ day of _____, **20**___, by and between **Connie Chavez, Floyd Chavez Jr.** and **Mario Chavez,** "Seller", whose address is _____ and **the City of Las Vegas, New Mexico, a municipal corporation,** "Purchaser", whose address is 1700 N. Grand Avenue, Las Vegas, New Mexico.

WITNESSETH: Seller covenants and agrees to sell and convey and Purchaser covenants and agrees to purchase upon terms and conditions hereinafter set out, a tract of land located within San Miguel County, New Mexico being more particularly described as follows:

Purchase of one half (½) of Pino Drive Entrance from Grand Avenue and Road between Floyd's Rental and City Fitness Center consisting of 14,696 square feet, more or less; AND

Grant of a perpetual and non-exclusive thirty foot (30') wide easement west of N. Grand Avenue and north of Pino Drive consisting of 2,850 square feet, more or less,

the "Property".

1. **Purchase Price:** The purchase price for the Property is:

$44,000 for the purchase of the land
$8,500 for the purchase of the easement

payable as follows:

A. **$500** deposited as earnest money with New Mexico Land & Title, at the time of the signing of this Agreement, the receipt of which is hereby acknowledged;

B. The balance of **$52,000,** plus or minus applicable adjustments and prorations, shall be paid by cash or certified check at Closing.

2. **Contingencies**: None

3. **Closing Date:** _____, 20__, ("Closing") or as soon thereafter as the paperwork and all other contingencies are completed.

4. **Closing Costs.**

A. The Seller shall pay for the following:

[ ] Survey;
[X] Title Commitment;

[X] Title Insurance Policy;
[ ] Survey Protection;
[ ] Lien Protection;
[X] One Half (½) Title Company Closing Fee;
[ ] Purchaser Recording Fee;
[X] Seller Recording Fee;
[ ] Title Company endorsements, **eg survey protection, land abuts street endorsement, same as survey endorsement, contiguity of Parcels endorsement, etc**
[ ] Other:_____

B. The Purchaser shall pay for the following:

[X] Survey;
[ ] Title Commitment;
[ ] Title Insurance Policy;
[X] Survey Protection;
[X] Lien Protection;
[X] One Half ½ Title Company Closing Fee;
[X] Purchaser Recording Fee;
[ ] Seller Recording Fee;
[ ] Title Company endorsements, **eg survey protection, land abuts street endorsement, same as survey endorsement, contiguity of Parcels endorsement, etc**
[ ] Other:_____

5. **Examination of Title**. Within five (5) days from date of acceptance, Purchaser shall order a title commitment from New Mexico Land & Title. Purchaser shall have ten (10) days from receipt of the title commitment and a legible copy of the documents referred to in Schedule B part II ("review period") to examine the title to the Property and to report, in writing, any objections thereto. Special exceptions to the title shall be deemed approved unless written objection is delivered to Seller within the review period. If Seller is unwilling or unable to remove such exceptions before Closing, Seller shall provide written notice to Purchaser within five (5) days after receipt of Purchaser's objections. Purchaser may choose to close subject to such exceptions, or to terminate this Agreement, in which event the entire earnest money deposit shall be returned to Purchaser. Standard exceptions to the title shall be accepted by Purchaser. If Purchaser elects to remove any standard exceptions, then such additional expense shall be borne by Purchaser.

Seller shall satisfy any assessments and liens, including but not limited to, all mechanics' and materialmen liens of record prior to Closing, and shall indemnify and hold the Purchaser harmless from any liens filed of record after Closing which arise out of any claim related to the providing of materials or services to improve the Property as authorized by Seller, unless otherwise agreed to by the parties in writing.

6. **Merchantable Title.** A policy of title insurance from New Mexico Land & Title,

shall be furnished at Closing showing evidence of good and merchantable title to the Property. In the event of any defects which are shown in the title binder, making the title unmerchantable, ninety (90) days from contemplated Closing date stated above shall be allowed to correct same and if not corrected by said date, this Agreement, at the option of the Purchaser, may be renegotiated between the parties within five (5) days. If not renegotiated within five (5) days, this Agreement will become null and void and the earnest money deposit will be immediately refunded to the Purchaser.

7. **Title Conveyed.** The purchase price is for and the Property to be conveyed includes the fee simple absolute title in the Property, including all improvements thereon, and all access rights and easements and all other easements, appurtenances, reversions, remainders, rents and profits appertaining or in connection with the Property.

Subject to conditions as set out herein, upon full compliance of the provisions in this Agreement to be performed by Purchaser, Seller shall convey title by statutory general warranty deed and with provisions consistent with this Agreement to Purchaser, subject only to any specia assessments and conservancy district liens, zoning ordinances, patent reservation, easements and restrictive covenants as have been approved by Purchaser.

8. **Survey.** Purchaser shall have prepared an updated boundary survey of the Property acceptable to the Title Company for the removal of the survey exception from the title insurance policy to be issued under this Agreement (the "Survey"). The Survey will set forth, without limitation, all easements, rights-of-way, encroachments, overlaps, improvements, ditches, waterways, and fence locations on the Property, all roadways and rights of ways and fences adjacent to the Property, a legal metes and bounds description of the Property, and a certified computation of the number of acres within the Property.

9. **Representations, Warranties and Covenants of Seller.** Seller hereby represents, warrants and covenants to Purchaser as follows:

A. Seller has not caused or permitted, nor does Seller have any knowledge of any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing into the environment of any hazardous waste, hazardous waste constituent, hazardous substance, toxic substance, hazardous material, dangerous substance, contaminant, or the pollutant on the Property.

B. This Agreement and all documents executed by Seller which are to be delivered to Purchaser at the Closing are or at the time of the Closing will be legal, valid, and binding obligations of Seller, are and at the time of the Closing will be sufficient to convey title (if they purport to do so), and at the time of the Closing will not violate any provisions of any agreement or judicial order to which Seller is a party or to which Seller or the Property is subject.

C. At the time of the Closing there will be no outstanding contracts made by Seller for any improvements to the Property which have not been fully paid for, and Seller shall cause

to be discharged all mechanics' or materialmen's liens arising from any labor or materials furnished to the Property prior to the time of Closing.

D. Seller represents and warrants that there are no encumbrances, easements, liens, claims or other matters relating to the Property. Seller represents and warrants that from and after the date hereof, Seller shall not part with any interest in the Property or in any way encumber the Property.

10. **Representations and Warranties of Purchaser**. Purchaser hereby represents and warrants to Seller as follows: This Agreement and all documents executed by Purchaser which are to be delivered to Seller at the Closing are or at the time of Closing will be duly authorized, executed, and delivered by Purchaser and are or at the Closing will be legal, valid, and binding obligations of Purchaser, and do not and at the time of Closing will not violate any provisions of any agreement or judicial order to which Purchaser is a party or to which it is subject.

11. **Possession**. Possession of the Property shall be transferred by Seller to Purchaser at the time of Closing.

12. **Post Closing.** As soon as is practicable after Closing, the Escrow Agent shall make such searches of the public records as may be necessary to enable it to issue the title insurance policy required to be provided herein whereupon, if such searches are satisfactory, the transaction shall be deemed to have closed and the Escrow Agent shall (i) file the deed and grant of Easement for record, (ii) deliver the recorded deed and easement and the title insurance policy to Purchaser, and (iii) disburse the funds as shown on the Closing statements. If such searches are not satisfactory, then the transaction shall be deemed not to have closed, and the Escrow Agent shall hold the unrecorded documents and funds thereafter as agent for the parties. The documents and funds shall be delivered pursuant to an agreement of the parties or an order of court specifying the disposition thereof, provided, however, if no agreement is reached or court order issued within 10 days after the Closing date, Purchaser may at its option terminate the Agreement and receive a refund of all monies, plus accrued interest, deposited with Escrow Agent.

13. **Taxes**. Purchaser shall have the Property assessed for taxation in the Purchaser's name as of the date of Closing. Taxes shall be pro-rated to the date of Closing.

14. **Remedies on Default.** If any payment or any other condition hereof is not made, tendered or performed by either the Seller or Purchaser as herein provided, then this Agreement, at the option of the party who is not in default, may be terminated by such party, in which case the non-defaulting party may recover damages as may be proper, including costs and attorney's fees. In the event of such default by the Seller, and the Purchaser elects to treat the Agreement as terminated, then all earnest money paid hereon shall be returned to the Purchaser. In the event of default by the Purchaser, Seller shall retain the earnest money as liquidated damages. In the event that non-defaulting party elects to treat this Agreement as being in full force and effect, the

non-defaulting party shall have the right to an action for specific performance.

15. **Time is of the Essence.** Time is of the essence of this Agreement.

16. **Notices**. All notices or other communications that are required or permitted hereunder, shall be in writing and shall be deemed to be given when mailed by certified mail postage prepaid, and addressed to each party at the address listed hereinabove.

17. **Entire Understanding.** This Agreement comprises the entire understanding and agreement of the Purchaser and Seller on the subject matter herein contained and shall be binding upon and inure to the benefit of the Purchaser and Seller, their heirs, executors, administrators, successors and assigns.

18. **Merger of Prior Agreements.** This Agreement and any exhibits hereto constitute the entire agreement between the parties with respect to the purchase and sale of the Property, and supersedes all prior agreements and understandings between the parties hereto relating to the subject matter hereof.

19. **Calculation of time.** Any time period herein calculated by reference to "days" shall mean calendar days.

20. **Facsimile/Email Transmission.** Copies of this Agreement, and any and all amendments hereto, which are signed and delivered by each party and produced and/or reproduced by facsimile transmission or email shall be valid and binding upon each signatory party.

21. **Attorney's Fees.** If either party institutes any suit or action to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover such sums as the Court may adjudge reasonable as attorney's fees and costs.

22. **Binding Effect.** This Agreement shall extend to and be binding upon the heirs, administrators, personal representatives, successors and assigns of the parties to this Agreement.

23. **Law that Applies**. It is mutually agreed by the parties that this Agreement shall be performed in San Miguel County, New Mexico, and further that any legal action or causes of action in connection herewith shall be within the jurisdiction of the appropriate court in San Miguel County, New Mexico for all purposes.

24. **Severability.** It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is by a Court held to be illegal or in conflict with any law of the State where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term, or provision held to be invalid.

25. **Real Estate Commission.** Neither party has entered into any contract or had any dealings regarding the Property or communications in connection with the subject matter of this transaction, with any licensed real estate broker or other person who can claim a right to a commission or finder's fee as a procuring cause of the sale contemplated herein. In the event that any broker or finder perfects a claim for a commission or finder's fee based upon any such contract, dealings or communications, the party through whom the broker or finder makes his claim shall defend and indemnify the other party for said commission or fee and all costs and expenses (including reasonable attorney's fees) incurred by the other party in connection with the same.

26. **Separate Counterparts.** This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

DONE THIS _____ DAY OF_____, 20____.

SELLER

_____
Connie Chavez

_____
Floyd Chavez Jr.

_____
Mario Chavez

PURCHASER:
City of Las Vegas, New Mexico

By:_____
Its;_____

WATER LINE & EFFLUENT RE-USE WATER LINE UTILITY EASEMENT

This **Water Line and Effluent Re-use Water Line Utility Easement** (the "Easement") is made and entered into this _____ day of _____, 2015 (the "Effective Date"), by and between Floyds Rental Center, Inc. (referred to hereinafter as "Grantor"), and the City of Las Vegas, New Mexico (referred to hereinafter as "Grantee"), a municipal corporation.

I. RECITALS

WHEREAS, Grantor is the fee owner of a certain parcel of real property situated in the City of Las Vegas, San Miguel County, New Mexico, and more particularly described in the legal description attached hereto as Exhibit "A" (the "Property").

WHEREAS, Grantee is a New Mexico Municipal Corporation which provides public utility services, including sewer disposal, to citizens of the City of Las Vegas.

WHEREAS, for and in consideration of the mutual covenants contained in this Easement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants and conveys to Grantee, its officers, employees, agents, contractors, subcontractors, licensees, invitees, and guests, subject to the terms and conditions contained herein, a **perpetual non-exclusive easement** and right-of-way for access to and construction, maintenance, repair, replacement, enlargement, removal and operation of an underground water line and effluent re-use water line and all related appurtenances (the "Facilities"), across, along, under and upon that certain tract of land, as more particularly described in the legal description attached hereto as Exhibit "B", and as graphically depicted in the plat attached hereto as Exhibit "B-1" (the "Easement Area").

II. TERMS AND CONDITIONS

NOW, THEREFORE, the Easement is granted subject to the following terms and conditions, which are covenants running with the land:

1. **Grant of Easement**.

   Permanent Easement. Grantor hereby grants and conveys to the Grantee a perpetual, non-exclusive easement, being thirty feet (30') in width, measuring fifteen feet (15') on each side from the center line, over, under and across the Easement Area, as more particularly depicted in Exhibits "B" and "B-1", for Grantee to access, construct, operate, maintain, repair, replace, improve, extend, remove and enlarge the Facilities (the "Operational and Maintenance Easement"), within the area granted herein.

   Temporary Easement. Grantor does hereby additionally grant, bargain, convey and confirm unto Grantee a temporary construction easement, being fifty feet (50') in width, measuring twenty five feet (20') on each side from the center line, over, under and across the Easement Area (the "Temporary Construction Easement"), and as further described and depicted on Exhibit B and B-1, for the purposes of construction and installation of the Facilities, as described above. The herein granted Temporary Construction Easement shall terminate one hundred and eighty (180) days after the recordation of this Easement in the land records of San Miguel County, New Mexico.

2. **Consideration**. As good and valuable consideration for the grant of these Easements and the rights and benefits conveyed hereby to Grantee, Grantee shall purchase the easements for the appraised value of eight thousand five hundred dollars ($8,500).

3. **Rights Reserved**. The Easement granted herein is a non-exclusive easement and the Grantor reserves for Grantor and Grantor's successors and assigns the right to convey the Easement or other rights or easements to others provided they do not unreasonably interfere with or interrupt Grantee's use and enjoyment of the Easement granted herein. Grantor understands

and agrees that no construction of any permanent buildings shall be undertaken on the Easement Area at any time. Grantor expressly reserves the right to the use and enjoyment of the surface of the Easement Area for any and all purposes not inconsistent with Grantee's use of the Easement Area, as described above.

4. **Access**. Grantee shall have the right of access to the Easement Area over and across the Property at a location as determined by the Grantee to be reasonably necessary to access the Easement Area to enable Grantee to exercise its rights hereunder, provided that in the event of such access, Grantee shall reasonably restore any areas of the Property outside of the Easement Area materially disturbed by Grantee to a condition reasonably similar to the conditions of the Property as it existed prior to the use for access by Grantee.

5. **Notification Prior to Access**. Grantee shall at no time enter onto the Property or the Easement Area for the purpose of maintaining or servicing its Facilities without providing prior notification to Grantor. Notification to Grantor shall be provided in writing and no less than forty-eight (48) hours prior to the scheduled maintenance. Grantee shall provide such Notification directly to Floyds Rental Center, Inc. In the event that emergency maintenance is required, Grantee shall notify Floyds Rental Center Inc. within two (2) hours prior to initiating maintenance on the Facilities. Such emergency notification may be in writing or over the telephone.

6. **Maintenance Costs**. Grantee shall be solely responsible for costs and expense of constructing and maintaining the Facilities.

7. **Restoration of Damaged Areas**. Grantee will, at all times after doing work in connection with the Easement hereby conveyed, restore the surface of the Easement Area, any improvements damaged, and any adjacent areas disturbed during the construction or repair activities to a condition substantially equal to the condition of the disturbed or damaged area before construction and activities took place.

8. **Liability**. To the extent permitted by law, Grantee shall assume any and all responsibility and assure that it maintains adequate liability insurance for any acts of Grantee's employees,

agents, guests, contractors or any authorized persons working within the Easement Area, consistent with the provisions of the New Mexico Tort Claims Act (NMSA 1978, § 41-4-1, et. seq.). Grantee shall furnish Grantor with the appropriate Certificates of Insurance within ten (10) business days from the date of recordation of this Easement in the land records of San Miguel County. To the extent permitted by law, Grantee agrees to indemnify, hold the Grantor harmless, and defend against any and all loss, claim, or liability incurred as a result of the acts, omissions, or negligence of the Grantee's employees, agents, licensees, contractors, and/or guests, and/or the Grantee's construction, operation, maintenance, repair, replacement and use of the Facilities within the Easement Area.

9. **Governing Law and Litigation**. This Easement shall be governed by, and construed and enforced in accordance with, the laws of the State of New Mexico. If, by reason of any default or breach on the part of either party in the performance of any of the provisions of this Easement, a legal action is instituted, the court may award the prevailing party its reasonable costs and attorney's fees in connection therewith. It is agreed that the sole venue of any legal action brought under any dispute related to the conveyance and rights herein granted, including without limitation the terms of this Easement, shall be in the District Court for San Miguel County, Fourth Judicial District for the State of New Mexico.

10. **Compliance with All Applicable Laws, Regulations and Permits**. Grantee shall operate its Facilities in compliance with all applicable environmental laws, regulations and/or permits, and any renewal or extension thereof. Grantee shall provide notice to Grantor within ten (10) business days of receiving notice itself regarding Grantee's violation of any environmental laws, regulations or permits, related to the Facilities. Grantee shall not knowingly discharge toxic effluent from its Facilities.

11. **Assignment Prohibited**. The Grantee may not assign this Easement to a third party without the prior written consent of the Grantor, which shall not be unreasonably withheld, conditioned or delayed. Any assignment without consent shall be void, and shall, at the option of Grantor, terminate this Easement.

12. **Conditions of Conveyance**. The conveyance of this Easement is made subject to any and all restrictions, covenants, easements, rights-of-way, encumbrances, and mineral or royalty reservations or interests affecting the Easement Area and appearing of record in the Real Property Records of San Miguel County, to the extent that said items and matters are in effect and validly enforceable against the Easement granted herein.

13. **Entire Agreement**. This Easement contains the entire understanding between the parties hereto with respect to the subject matter hereof and supersedes and replaces all written and oral agreements previously made or existing with respect to the subject matter hereof.

14. **Modification**. Any modification to the terms herein shall only be valid if made in writing, and signed by both Parties.

SIGNATURE PAGES TO FOLLOW

GRANTOR: Floyds Rental Center, Inc.

_____
[signature]
By: _____
[print name]

Title: _____

Authority of
Representative: _____

STATE OF NEW MEXICO)
COUNTY OF SAN MIGUEL)

On this _____ day of _____, 2015, before me personally appeared _____ known to me to be the _____ of Floyds Rental Center, Inc., and on oath acknowledged that he/she was authorized to execute the foregoing instrument as the authorized representative for and on behalf Floyds Rental Center, Inc., for the uses and purposes therein mentioned.

Given under my hand and official seal this _____ day of _____, 2014.

_____
Print Name: _____
My Commission Expires:_____

GRANTEE:

City of Las Vegas, a New Mexico Municipal Corporation

_____

By: _____
[print name]

Title: _____

Authority of
Representative: _____

STATE OF NEW MEXICO)
COUNTY OF SAN MIGUEL)

On this _____ day of _____, 2015, before me personally appeared _____ known to me to be the _____ of the City of Las Vegas, New Mexico, and on oath acknowledged that he/she was authorized to execute the foregoing instrument as the authorized representative for and on behalf of the City of Las Vegas, New Mexico for the uses and purposes therein mentioned.

Given under my hand and official seal this _____ day of _____, 2014.

_____

Print Name: _____

My Commission Expires:_____

EXHIBIT "A"

Legal Description – Dominant Estate

The property shown on Page one of the summary plat entitled "Property Survey – Summary Plat - Prepared for John Pino et al" , the 2nd division of the abandoned U.S. Highway 85 Right of Way located in the north of the city of Las Vegas within the Las Vegas Land Grant, San Miguel County, New Mexico and within section 14, Township 16 North, Range 16 East of the New Mexico Principal Meridian as projected into the grant.

Legal Description

Lot one along Grand Avenue. Within the City of Las Vegas, San Miguel County, Listed as 1.225 Acres in the plat survey dated Aug 17 1999 in Book SOK-2 Number 16-16-14-11-08-99. Recorded with the San Miguel County Clerk on March 27, 2000, in Plat Book 37, Page 136B, number 6522.

EXHIBIT "B"

Legal Description - Easement

1. **Operational and Maintenance Easement**. Perpetual easement, thirty feet (30') in width, measuring fifteen (15) feet on each side of the following described centerline:

All of the following thirty (30') wide easement situated within Lot 1 as the same is shown and so designated on the plat titled "Property Survey- Summary Plat- Prepared for John Pino et al 2nd Division of Abandoned U.S. Highway Right of Way" filed on March 27,2000 in Plat Book 37, Page 136A, records of San Miguel County, New Mexico, within the Las Vegas Grant, Projected Section 14, Township 16 North, Range 16 East, NMPM, City of Las Vegas New Mexico, being fifteen (15) feet on both sides of the following described centerline, using NMSP Grid bearings and ground distances:
Commencing at the southwest corner of said Lot 1, being a point on the easterly boundary of the 9.790 acre tract of land conveyed to the City of Las Vegas by New Mexico Highlands University by Quitclaim Deed filed in Book 239, Page 3518 records of San Miguel County, Thence N 07° 18' 04" E coincident with the westerly boundary of said Lot 1 and with the easterly boundary of said 9.790 acre tract a distance of 83.02 feet to the true Point of Beginning of the centerline of easement herein described, whence NGS Station "Golf" bears N 66° 44' 29" W a distance of 2790.46 feet; thence , thence, along said centerline of easement, S 85° 02' 30" E, 120.43 feet, terminating on the easterly boundary of said Lot 1, being a point on the westerly right of way of Grand Ave., whence, for a tie; the southeast corner of said Lot bears S 15° 01' 23" W a distance of 99.15 feet. The sidelines of the herein described easement are to be extended or trimmed as necessary to terminate on the boundary lines of said Lot 1. The centerline of the herein described easement has been monumented with 5/8" rebars with caps marked "Youtsey NMPS 7248".

2. **Temporary Construction & Installation Easement**. Temporary easement, fifty feet (50') in width, measuring twenty five (25') feet on both sides of the above-described centerline, and which shall be in effect for one hundred eighty (180) days from the date of recordation of this Easement in the land records of San Miguel County, New Mexico.

REPORT OF
AN APPRAISAL OF VACANT LAND
30' WIDE EASEMENT WEST OF N. GRAND AVENUE
AND NORTH OF PINO DRIVE
LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO

PREPARED FOR
THE CITY OF LAS VEGAS, NM
UTILITIES DEPARTMENT

EFFECTIVE DATE OF VALUATION
AUGUST 27, 2014

REPORT DATED
SEPTEMBER 15, 2014

PREPARED BY
JOHN F. HOWDEN, MAI
MARK NEWMAN, ASSOCIATE

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Howden & Smith Appraisals, LLC

Howden & Smith Appraisals, LLC
Real Estate Appraisals and Counseling

Rod Smith, Managing Member
John F. Howden, MAI, Senior Counsel

Phone: (505) 830-3022
FAX: (505) 830-3027

8415 Washington Place NE, Suite D
Albuquerque, New Mexico 87113

September 15, 2014

Ms. Maria Gilvarry
City of Las Vegas, New Mexico
Utilities Department
905 12th Street
Las Vegas, NM 87701

RE: Vacant land containing 2,850 square feet, being part of Lot 1, located west of North Grand Avenue and north of Pino Drive, Las Vegas, San Miguel County, NM

Dear Ms. Gilvarry:

As requested, we have inspected and appraised the property referred to above. Attached is the narrative report of our appraisal consisting of 30 pages, plus addenda. The purpose of this appraisal is to estimate the current fee simple market value of the subject property.

We inspected the property on August 27, 2014 which is the effective date of the appraisal. The property rights appraised are the fee simple estate of the subject real estate.

Your attention is directed to the assumptions and limiting conditions of the appraisal. Please read them carefully, so that you fully understand the nature of appraisal services rendered.

The appraisal was prepared to comply with the Uniform Standards of Professional Appraisal Practice (USPAP) promulgated by the Appraisal Foundation and with the Standards of Professional Appraisal Practice and the Code of Professional Ethics of the Appraisal Institute. The attached document is properly considered to be a summary report as defined by USPAP.

The appraisal assignment was not based on a requested minimum valuation, a specific valuation or approval of a loan. Employment of the appraisers was not conditioned upon the appraisal producing a specific value or a value within a given range.

Based upon the information in this appraisal and the knowledge and experience of the appraisers, our final opinion of the fee simple market values of the subject property, as of August 27, 2014, is:

***** EIGHT THOUSAND FIVE HUNDRED DOLLARS*****
($8,500)

It is our opinion that if the subject property had been professionally marketed at a price that was consistent with the value estimate, an exposure period of 2 to 3 years prior to the date of value would have been required for sale on the effective date.

This appraisal is presented in a summary format, and may not be fully understood without information contained within the appraisers' files and known by the intended user of the report.

Thank you for the opportunity to provide appraisal services. We will be glad to answer questions from intended users of the appraisal report.

JOHN F. HOWDEN, MAI

MARK NEWMAN

TABLE OF CONTENTS

TABLE OF CONTENTS	i
ASSUMPTIONS AND LIMITING CONDITIONS	ii
INTRODUCTION	1
Identification of the Subject Property	1
Purpose of the Appraisal	1
Property Rights Appraised	1
Definition of Market Value	1
Exposure Time	2
Financial Consideration	2
Intended Use and User of the Appraisal	2
Date of Inspection and Effective Date of Valuation	2
Date of Report	2
Standards and Regulatory Requirements	2
Ownership and History	3
Scope of the Report	3
AREA ANALYSIS	4
IMMEDIATE AREA DESCRIPTION AND ANALYSIS	7
SUBJECT PHOTOGRAPHS	9
SITE DESCRIPTION AND ANALYSIS	13
Size, Shape and Dimensions	13
Access	13
Flood Zone	13
Zoning	14
Property Taxes	14
Summary	15
HIGHEST AND BEST USE	16
EXPOSURE TIME	17
THE APPRAISAL PROCESS	18
THE SALES COMPARISON APPROACH	19
RECONCILATION AND CONCLUSIONS	25
CERTIFICATION	26
QUALIFICATIONS OF THE APPRAISERS	28
ADDENDA	31

ASSUMPTIONS AND LIMITING CONDITIONS

The certification of value by the appraisers appearing in this appraisal report is subject to the following assumptions and limiting conditions:

1) The legal description furnished is assumed to be correct. No responsibility for matters legal in character has been assumed or any opinions as to the title, which is assumed to be good. The property is appraised as though free and clear under responsible ownership and management.

2) The sketches in this report are included to assist the reader in visualizing the property, and the appraisers assume no responsibility for their accuracy. The appraisers have not made a survey of the property.

3) The appraisers are not required to give testimony or appear in court because of having made this appraisal, with reference to the property in question, unless arrangements have been made previously therefore.

4) The appraisers assume that there are no hidden or unapparent conditions of the property which would render it more or less valuable. The appraisers assume no responsibility for such conditions or for engineering which might be required to discover them.

5) Information, estimates, and opinions furnished to the appraisers and contained in this report were obtained from sources considered reliable and believed to be true and correct. However, no responsibility for the accuracy of such items furnished the appraisers can be assumed by them.

6) Disclosure by the appraisers of the contents of this appraisal report is subject to review in accordance with the By-Laws and Regulations of the Appraisal Institute.

7) Possession of this report, or a copy thereof, does not carry with it the right of publication, nor may it be used for any purpose by any but the client without the previous written consent of the appraisers, and then only with proper qualifications.

8) Disclosure of the contents of this appraisal report is governed by the By-laws and Regulations of the Appraisal Institute. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraisers or the firm with which they are connected, or any reference to the Appraisal Institute or the MAI or SRA designations) shall be disseminated to the public through advertising media, news media, sales media, or any other public means of communication, without the prior written consent and approval of the appraisers.

9) The existence of potentially hazardous material or toxic waste, which may or may not be present on the property, was not observed by us, nor do we have any knowledge of the existence of such materials on or in the property. However, we are not qualified to detect such substances. The existence of potentially hazardous material may have an effect on the value of the property. We have assumed that no such materials exist, to the extent that they cause a loss in value. We urge the client to retain an expert in this field if desired.

10) This report assumes that there is full compliance will all applicable federal, state, and local environmental regulations and laws, unless noncompliance is stated, defined, and considered.

11) It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered.

12) It is assumed that all required licenses, consents, or other legislative or administrative authority from any local, state or national government, private entity or organization have been or can be obtained or renewed for any use on which the value estimate is based.

13) The value estimate shown in this report is a projection based on our analysis as of the date of valuation. The value may not be valid in other time periods or as conditions change. Projected mathematical models set forth are based on estimates and assumptions which are inherently subject to uncertainty and variations related to exposure, time, promotional effort, terms, motivation, and other conditions. These models are not represented as indicative of results that will actually be achieved. The value estimate considers the productivity and relative attractiveness of the property only as of the date of valuation set forth in the report.

14) This appraisal is an estimate of value based in part on analysis of information provided to us by our client. We do not assume any responsibility for incorrect analysis because of incorrect or incomplete information. If new information of significance comes to light, the value given in this report is subject to change without notice. The appraisal report itself and the value estimate set forth herein are subject to change if either the physical or legal entity or the terms of financing are different from what is set forth in the report.

15) We reserve the right to alter statements, analyses, conclusions, or any value estimates in this appraisal if any new facts pertinent to the appraisal process are discovered which were unknown when the appraisal report was prepared.

16) The acceptance and use of the appraisal report by the client or any third party constitutes acceptance of the assumptions and limiting conditions set forth in this section. Our liability and that of Howden & Smith Appraisals, LLC, its officers, employees, and contractors is limited to the client only, and to the fee actually received for the services rendered. There is no accountability, obligation, or liability to any third party. If this report is placed in the hands of anyone other than the client, the client shall make such party aware of all assumptions and limiting conditions of the assignment and related discussions. Not withstanding anything to the contrary, the client will forever indemnify and hold the appraisers, the firm, its officers, employees, and contractors harmless from any claims by any third parties related in any way to the appraisal. Third parties include lenders, owners, tenants, successors, assigns, transferees, spouses, limited partners if the client is a limited partnership, and stock holders if the client is a corporation. The appraisers are in no way responsible for any costs incurred to discover or correct any deficiencies of any type present in the property, physically, financially, and/or legally.

INTRODUCTION

Identification of the Subject Property

The subject of this appraisal is vacant land containing approximately 2,850 square feet to be utilized as a utility easement which is located on U.S. highway 85 (Grand Avenue), just north of Pino Drive. The subject is located in Las Vegas, San Miguel County, NM. The subject land is part of a larger parcel identified as Lot 1 on a survey that was provided to us by our client. The survey and legal description of the subject property can be located in the Addenda to this report.

Purpose of the Appraisal

The purpose of the appraisal is to estimate the current fee simple market value of the subject property.

Property Rights Appraised

The fee simple estate is being appraised, which is defined as:

> Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.[1]

Definition of Market Value

Market Value is defined as:

> The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:
>
> A) Buyer and seller are typically motivated;
>
> B) Both parties are well informed or well advised, and acting in what they consider their own best interests;
>
> C) A reasonable time is allowed for exposure in the open market;
>
> D) Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and

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[1] (*The Dictionary of Real Estate Appraisal,* Third Edition, Appraisal Institute, 1993, page 140)

E) The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.[2]

Exposure Time

Inherent in the appraisal is the assumption that if the subject property had been exposed to the market for a period of 2 to 3 years or less prior to the effective date of valuation, it would have been possible for a sale at the market value estimate to have been achieved on the effective date of valuation. Exposure time of two to three years or less prior to sale generally represents the current and recent trends in the segment of the market in which the subject property competes.

Financial Consideration

In this appraisal, market value is estimated in terms of cash.

Intended Use and User of the Appraisal

We understand that our client and intended user, the City of Las Vegas Utilities Department, will use this appraisal to aid in acquiring the subject land to be used as an easement to run a water line for the purpose of irrigation. Any use or user other than those specifically mentioned in this paragraph is unintended. The appraisers make no warranty express or implied to any unintended user or for any unintended use.

Date of Inspection and Effective Date of Valuation

The subject property is appraised as of August 27, 2014, the date of inspection.

Date of Report

This appraisal report was completed and submitted to the City of Las Vegas on September 15, 2014.

Standards and Regulatory Requirements

This appraisal was prepared to conform to the standards set forth in the Uniform Standards of Professional Appraisal Practice (USPAP) promulgated by the Appraisal Foundation and in the Standards of Professional Appraisal Practice of the Appraisal Institute.

This is a summary appraisal report. All applicable approaches in the valuation process have been developed.

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[2] *(Banking Law 12 CRF 34 definition of Market Value.)*

Ownership and History

According to the San Miguel County Assessor's office, the owner of the subject parcel is the Floyd's Rental Center. The parcel has been owned by Floyd's Rental Center for many years. To the best of our knowledge, there have been no sales or transfers of the subject property in the past 3 years. We understand our client intends on acquiring a part of Lot 1 and intends on using the 30' by 95' parcel as an easement to run a water line for irrigation to serve the City of Las Vegas.

Scope of the Report

This appraisal is based upon thorough study of the subject property and the real estate market in which it competes. The data collection process began with research regarding general market conditions, those specific to the subject area, and those specific to vacant land acquisitions. The collected data includes various land sales and market information in the area, and related information.

New Mexico law does not require public disclosure of real estate sale prices or financing terms. Comparable sales information was obtained by interviewing buyers, sellers, real estate brokers, and other market participants. Not all sale information will be available to the appraisers, but all appropriate sales available and able to be verified in the ordinary course of business will be considered. We will use information that is not able to be personally verified when it is considered to be appropriate and in line with the market. Only the sales and information considered to be the most relevant will be reported and analyzed within the report. Further information regarding data collection and analysis is discussed within the various approaches in the valuation section of this report.

Our client, the City of Las Vegas and Ms. Maria Gilvarry, provided us with the majority of information pertaining to the subject including a plat that was used to identify the subject. After collecting and analyzing the data and inspecting the subject property, we completed the appraisal of the subject including a sales comparison approach.

Because the subject property is vacant land, only the sales comparison approach is applicable. There are no improvements, so the cost approach is not appropriate, and vacant land is not typically rented in the market. The exclusion of the cost and income approaches does not affect the reliability of the appraisal. Additional information regarding the scope of work, the highest and best use and sales analyses is contained within the appropriate sections below. The report is in a summary format and the appropriate relevant information regarding the subject property, market and appraisal are stated or summarized and reported herein, along with photographs and mapping deemed relevant to the understanding of this appraisal.

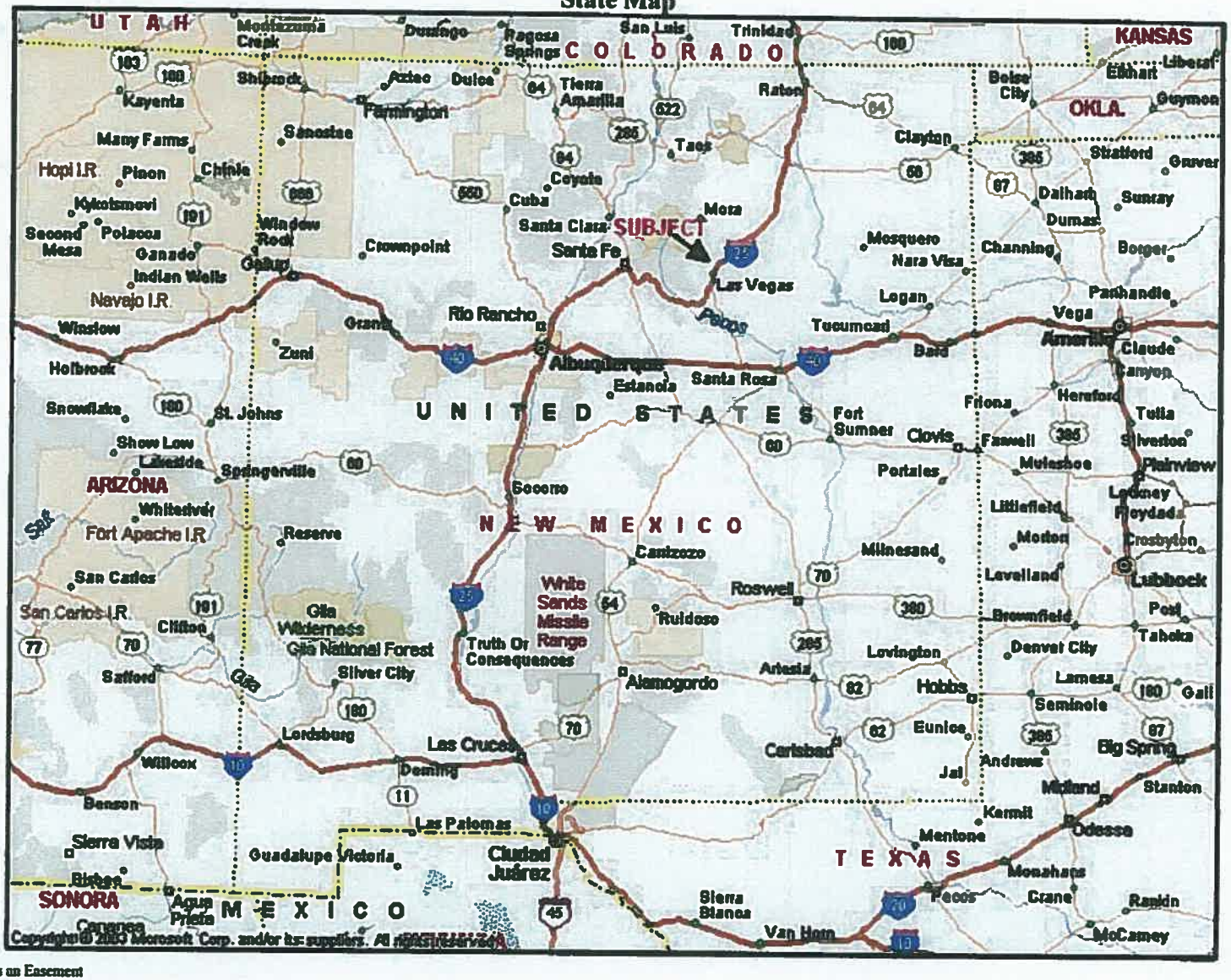
AREA ANALYSIS

The subject property is located in the northeast quadrant of New Mexico, adjacent east of the Gene Torres Golf Course and City of Las Vegas Fitness Center. Las Vegas is a small community located in San Miguel County. Las Vegas is approximately 64 miles east of Santa Fe along Interstate 25. Its location is 123 miles northeast of Albuquerque, New Mexico, the state's largest city. It is within the political boundaries of San Miguel County. The terrain of San Miguel County varies widely from 11,800-foot peaks in the rugged Sangre de Cristo Mountains in the western portion, to broad, flat plains of less than 4,000 feet elevation in the east. Between the mountains and the plains is another distinct region known as the Las Vegas Plateau. Due to its location, the local economy has been traditionally based in agriculture, farming and ranching. New business relocations to the area are shifting the emphasis to technology while both tourism and educational institutional services continue to play important roles in the local economy.

Trends and Conclusions

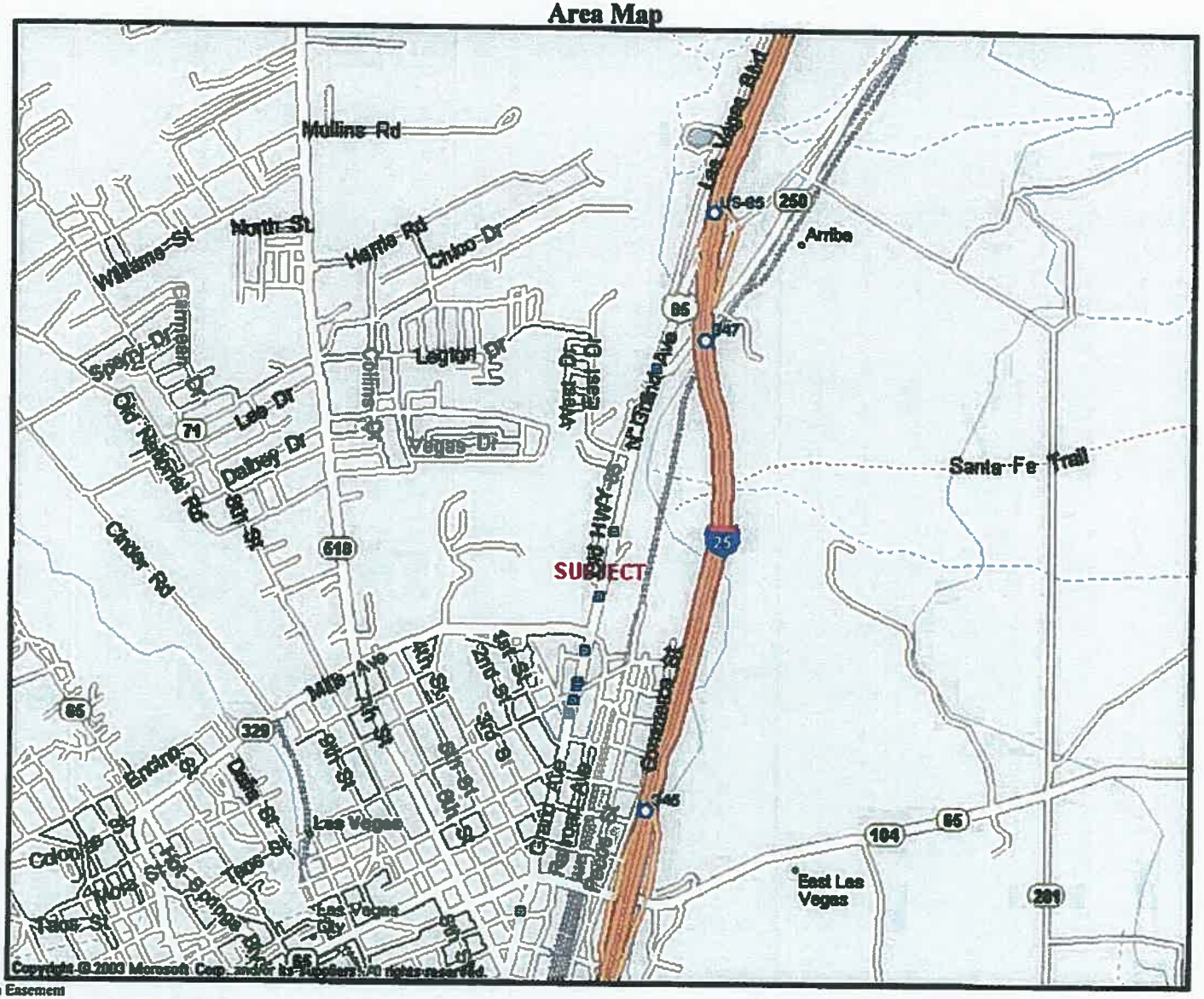
The City of Las Vegas has seen steady, if slow growth, and is the largest town in San Miguel County. The City includes a growing tourist base as well as serves as a stop along the major north/south freeway for travelers between Texas, New Mexico and Colorado. Overall the City and area around it is expected to continue growing into the foreseeable future.

State Map



City of Las Vegas, NM
Vacant Land to be used as an Easement
Located north of Pino Drive, Las Vegas, San Miguel County, NM
Ref# 14-074AMN

Area Map

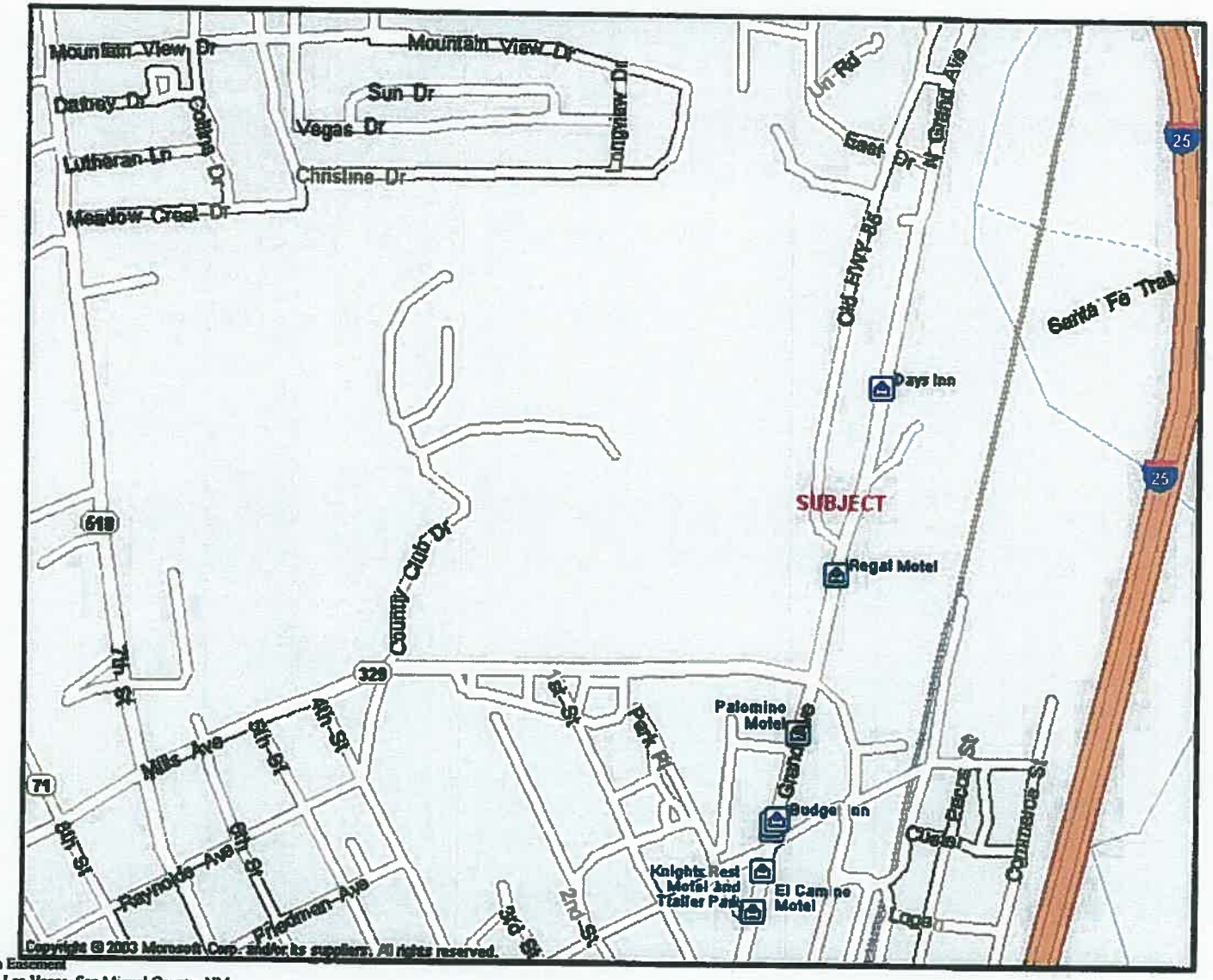


City of Las Vegas, NM
Vacant Land to be used as an Easement
Located north of Pino Drive, Las Vegas, San Miguel County, NM
Ref# 14-074AMN

IMMEDIATE AREA DESCRIPTION AND ANALYSIS

The subject property is located in the northeast area of Las Vegas, NM. The city of Las Vegas, NM is described above. The subject is adjacent to the Gene Torres Golf Course and City of Las Vegas Fitness Center. Most of the area immediately surrounding the subject property is commercial in nature. The area is approximately 50% developed. In the immediate area there are retail service businesses and state agency facilities. The Luna Community College is located within a couple of miles west of the subject. The subject is in very close proximity to Interstate 25.

Neighborhood Map



City of Las Vegas, NM
Vacant Land to be used as an Easement
Located north of Pino Drive, Las Vegas, San Miguel County, NM
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SUBJECT PHOTOGRAPHS
(Taken by Mark Newman on August 27, 2014)

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(Taken by Mark Newman on August 27, 2014)

SUBJECT PHOTOGRAPHS
(Taken by Mark Newman on August 27, 2014)

N. Grand Ave. northbound

N. Grand Ave. south toward Las Vegas

SITE DESCRIPTION AND ANALYSIS

The subject property is identified as a 30' by 95' easement which is part of a larger parcel identified as Lot 1. The subject parcel contains approximately 2,850 square feet of land and is identified on the property survey in the addenda of this report. It is located in San Miguel County in the northeast area of Las Vegas, NM. It is adjacent to the Gene Torres Golf Course and City of Las Vegas Fitness Center. The topography of the site is sloped downward from west to east to U.S. Highway 85 (Grand Avenue). The following discussion briefly addresses the salient points of the site, as it presently exists.

Condition

The subject parcel is part of a larger lot which is occupied by Floyd's Rentals. There are trailers, storage sheds and rental equipment on the larger lot, but the area of the subject has been cleared by the owner. The subject is generally covered with grass and appears to lave good drainage to Grand Avenue, which it fronts. The site does not appear to have been subject to dumping of hazardous, dangerous or other materials.

Size, Shape and Dimensions

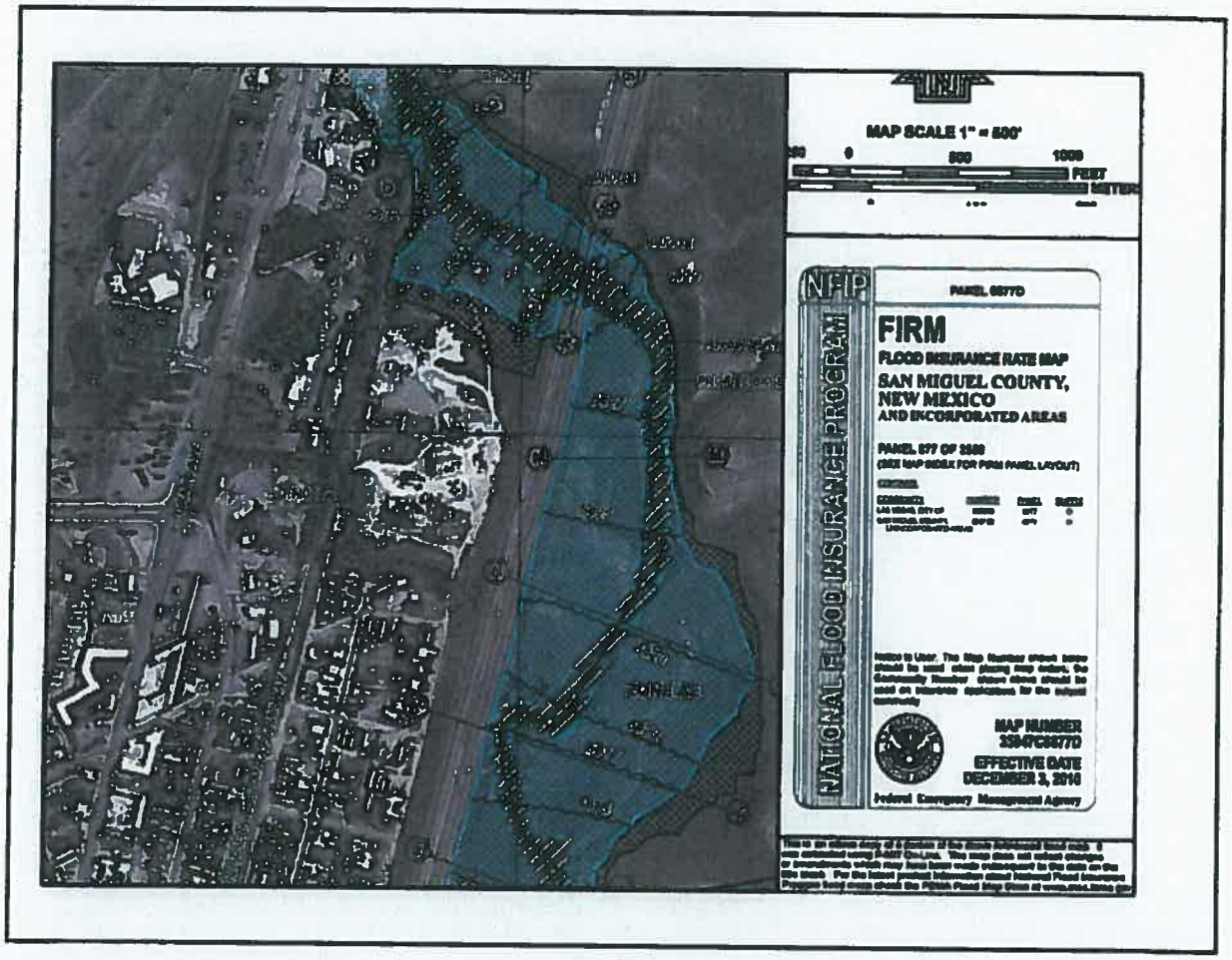
The subject site is a rectangular shaped parcel containing 2,850 square feet and is approximately 30' in width and 95' in length. A survey of Lot 1, identifying the subject property is contained within the Addenda of this report.

Access

The subject property currently has access via Grand Avenue and Pino Drive. Grand Avenue (U.S. Highway 85) is two lanes in both directions and is a divided asphalt paved arterial street at the location of the subject. Pino Drive is a two lane asphalt paved access street just south of the subject.

Flood Zone

According to the Flood Insurance Rate Map (FIRM Panel No. 35047C0877D) dated December 3, 2010), the subject property is in an area designed as Zone X, or area outside the 500 year flood plain. The flood map appears on the following page of the report.



Zoning

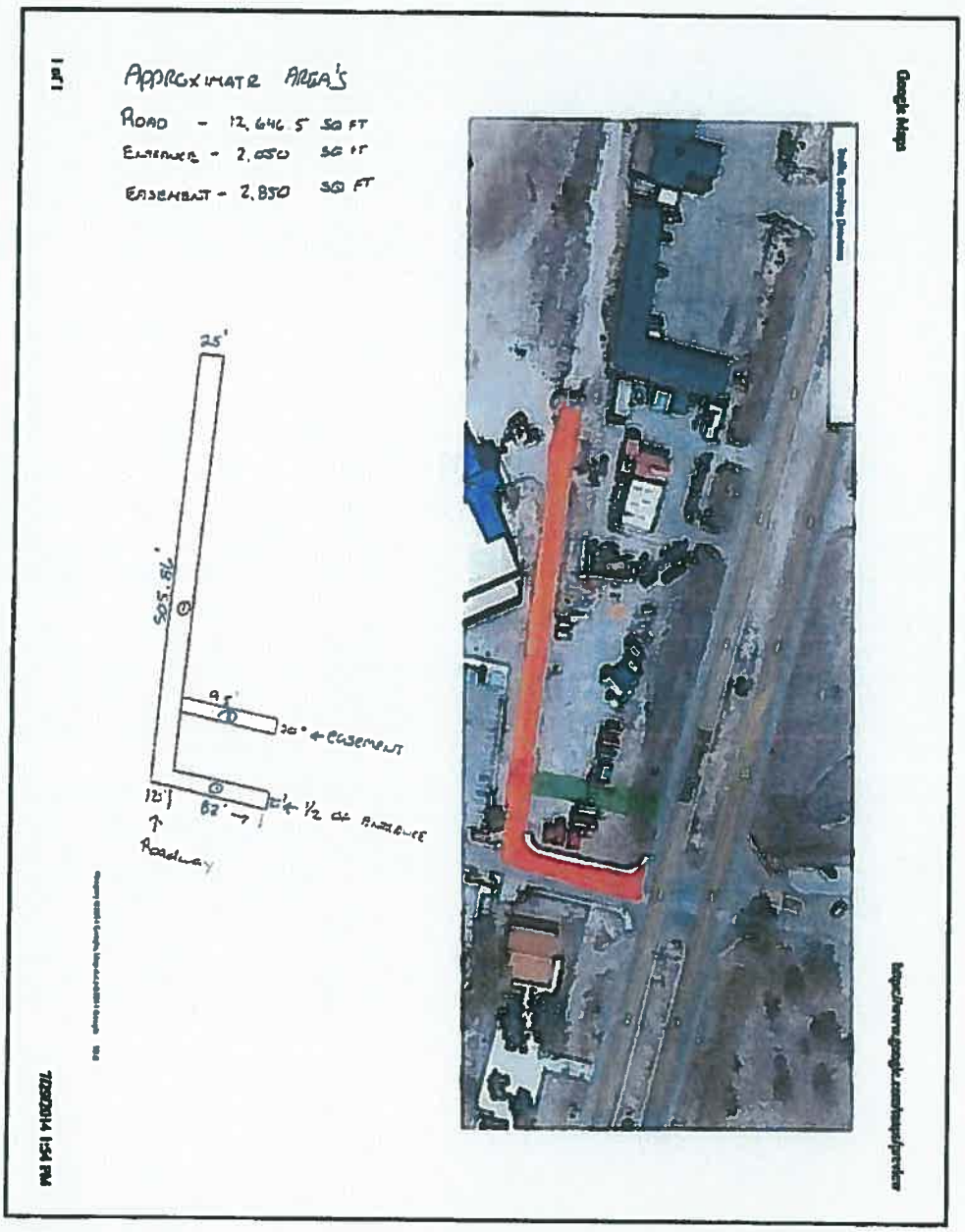
The subject is located in San Miguel County, and has a zoning designation of C for commercial use by the City of Las Vegas. The subject can be used for many different commercial applications.

Property Taxes

According to the San Miguel County Assessor's Office, the subject is part of a larger parcel owned by Floyd's Rental Center containing 1.23 acres identified as UPC#1095094356066173 with the Account #662712. The assessed non-residential land value is $80,041 for the larger parcel. According to the San Miguel County Treasurer, the property taxes for 2013 were $992.60 and the account has no balance due.

Summary

Upon inspection of the site there were no adverse factors relating to zoning, shape, topography, etc., that negatively impact the parcel. The subject is limited by its small size (2,850 Sq. Ft.) and likely can only be used for the intended purpose or a similar purpose. Although the site has been used for display of storage buildings and rental equipment, it does not appear, through observation and discussion with the client, that dumping of hazardous materials has occurred on the subject.



HIGHEST AND BEST USE

Highest and best use is the foundation of the valuation process. Buyers of real estate are motivated by the benefits they anticipate from ownership. Benefits are maximized by putting a property to a specific use. Highest and best use analysis is the study of the market forces which determine the most profitable, long-term, competitive capacity in which a property can function. It establishes the use which will provide the greatest benefits within the context of market conditions, and it sets the parameters for property valuation. Highest and best use is defined as:

> The *reasonably probable and legal use of vacant land or an improved property which is physically possible, appropriately supported, financially feasible, and that results in the highest value.*[3]

A property's highest and best use must meet four tests: 1) legal permissibility; 2) physical possibility; 3) financial feasibility, and; 4) maximum productivity. The tests are applied in sequence. A use must be legally permissible and physically possible, in order to provide a financial return.

Discussion

The subject property is located in a commercial area of Las Vegas, adjacent to the Gene Torres Golf Course and the City of Las Vegas Fitness Center. It is served by utilities and city water and is zoned for commercial use. It is owned by Floyd's Rentals and has been used to display rental items. The subject of this appraisal consists of a 2,850 square foot parcel that is intended to be used as an easement to run a water line through the larger parcel for the purpose of irrigation. The subject is not large enough for commercial development without being a part of the larger parcel. The elimination of the subject from the larger parcel does not appear to negatively affect the continued use of the remainder of the larger parcel, other than reducing it by a 30' by 95' strip that was formerly used to display rental equipment. The larger parcel is still considered of sufficient size to continue being used as a rental center without the subject 2,850 square feet. It is unlikely the subject parcel would be developed for an alternative use as it is limited by its small size. It is the intent of the Utilities Department to purchase the subject to be used as an easement to install a water line for irrigation to serve the City of Las Vegas. We have determined the highest and best use for the subject parcel is consistent with the intended use by the Utilities Department.

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[3] (*The Appraisal of Real Estate*, 10th Edition, Appraisal Institute, 1992, Page 275.)

EXPOSURE TIME

The concept of Exposure Time is that given professional marketing and appropriate pricing, the subject property should sell within a reasonable time preceding the date of value. This concept differs from "Marketing Time" in that marketing time implies the time from the date of value to a sale. The concept of Exposure Time recognizes that the market for properties changes rapidly, and it is more appropriate to estimate the time it would have taken to sell the property in the more certain past than in the prospective future.

Inherent in the appraisal is the assumption that if the subject property had been exposed to the market for a period of 2 to 3 years or less prior to the effective date of valuation, it would have been possible for a sale at the market value estimate to have been achieved on the effective date of valuation. Exposure time of two to three years or less prior to sale generally represents the current and recent trends in the segment of the market in which the subject property competes.

THE APPRAISAL PROCESS

An appraisal is ordinarily solved through the use of three generally accepted valuation techniques, each having for its foundation an individual valuation concept, and each providing a separate indication of value for the property appraised. The three separately conceived value indications form a zone of reasonability, and through the process known as reconciliation, the final value conclusion is found within this zone.

The first method is known as the Cost Approach and represents the objective concept of value. This concept is predicated on the theory that value is inherent in the object itself, and that value and cost tend to be the same. This method is accomplished by estimating replacement cost new, deducting accrued depreciation from all causes, and adding the resultant depreciated value of the building to the value of the site.

The second method is known as the Income Approach. This approach has for its underlying valuation concept the reasoning that typical prudent purchasers in the market will buy property in accordance with its ability to produce an adequate return on invested capital over a projected holding period. This approach is accomplished by reducing the economic gross income into a net income stream through a series of deductions covering all expenditures necessary to produce the income. The resultant net income stream is converted to value through the use of direct capitalization, or a cash flow analysis which involves the analysis of the income stream over a holding period that is discounted to estimate the present value for the subject property.

The third method is known as the Sales Comparison Approach. The underlying valuation concept for this approach is predicated on the basis that participants in the marketplace act by comparison. This approach is accomplished by comparison of the subject property to sales of reasonably comparable properties and making appropriate adjustments for such factors as the date of sale, physical characteristics, differences in location, and circumstances of the transaction. This method represents the subjective concept of value and is based primarily on the economic principle of substitution, which simply means that if a property is replaceable, its value tends to be set by the cost of acquiring an equally desirable property, assuming no costly delay is involved in making the substitution.

A final step in the appraisal process is the reconciliation of value indications. In the reconciliation, the appraisers consider the relative applicability of each of the three approaches utilized, examine the range between the value indications, and place major emphasis on the one, or those which appear to produce the most reliable and applicable solution to the specific appraisal problem. The purpose of the appraisal, the type of property and the adequacy and reliability of the data are analyzed and these considerations influence the weight to be given to each of the approaches to value. In analyzing the three approaches to value, it can be readily observed that most of the information must be derived from the marketplace.

Because the subject property is vacant land, only the sales comparison approach is applicable. There are no improvements, so the cost approach is not appropriate, and vacant land is not typically rented in the market. The exclusion of the cost and income approaches does not affect the reliability of the appraisal.

THE SALES COMPARISON APPROACH

The sales comparison approach's premise is that value is established directly by the prices paid for properties that the market views as being similar to the subject property in terms of utility and desirability. In the Sales Comparison Approach, sales and listings of properties are documented and analyzed. The prices at which the comparable properties sold are considered, and the various factors that effect value are analyzed. A qualitative analysis is then completed, considering variables in legal, motivational, financial, locational, and physical differences that the market recognizes as being significant. Comparisons made between the sales determine the extent to which the market recognizes each potential difference as being significant, and they establish the basis for the relative importance of each factor. When the process is complete, the sale properties are arrayed against the subject, to find the best fit for the value of the subject within the range of sale prices.

The subject parcel is approximately 2,850 square feet of vacant land. It is located in a partially developed commercial area in the northeast part of Las Vegas, New Mexico. Surrounding properties are developed with similar uses to the subject's current use. It is adjacent to Gene Torres Golf Course and the City of Las Vegas Fitness Center. We have completed the sales comparison approach to estimate a price per square foot that is applicable to the subject property.

Land Sales Data

New Mexico law does not require public disclosure of real estate sale prices or financing terms. Comparable sales information was obtained by interviewing buyers, sellers, real estate brokers, and other market participants. Not all sale information will be available to the appraisers, but all appropriate sales available and able to be verified in the ordinary course of business will be considered. We will use information that is not able to be personally verified when it is considered to be appropriate and in line with the market. Only the sales and information considered to be the most relevant will be reported and analyzed within the report. Further information regarding data collection and analysis is discussed within the various approaches in the valuation section of this report.

To research the market, we interviewed brokers and investors in the area, searched local MLS services and completed internet research. We searched our extensive internal database as well as searched data services that we subscribe to including CARNM, Loopnet, CoStar and the Albuquerque and Santa Fe MLS. We also contacted local appraisers and real estate brokers to enlist their help on locating any and all viable land sales that they might be aware of. Sales activity in Las Vegas for commercial land has been extremely slow during and after the recession in the national economy. After an extensive search of any and all possible sources of sale data, we were able to find and verify one relatively recent sale of a reasonably similar parcel of vacant land and six current listings of similar parcels of vacant commercial land. The sale and listings are illustrated in the following table:

	Address	Date	Price	Size In Sq. Ft.	$ per Sq. Ft.
1	S. Grand Ave south of Alamo St	06/29/2011	$175,000	98,010	$1.79
L1	N. 7th St south of Mills Ave	LISTING	$240,000	140,263	$1.71
L2	Harland Rd and 518 extension of 7th St	LISTING	$360,000	174,240	$2.06
L3	123 S. Grand Ave	LISTING	$850,000	348,480	$2.44
L4	2200 7th Street	LISTING	$650,000	204,732	$3.17
L5	816 S. Grand Ave	LISTING	$400,000	72,745	$5.50
L6	Hwy 250 & East Dr Gehardt Plaza	LISTING	$300,000	43,560	$6.88

Analysis of Comparable Land Sales

In reviewing the comparable sale and listings to arrive at an estimate of value for the subject, consideration for numerous factors was acknowledged and adjustments applied accordingly. These factors include:

- property rights conveyed
- financing
- conditions of sale
- zoning
- size
- location/access
- topography
- utilities available

Our Sales Analysis approach is based on the one comparable land sale we were able to locate and six current listings of similar commercial parcels. We believe that the following qualitative factors require analysis to compare to the subject.

Qualitative Analysis Factors

Zoning: The Sale and Comparable Listings all have a similar commercial zoning to the subject. No adjustment is necessary for any differences in zoning.

Location: The old adage in real estate is location is everything. Location plays a key role in the decision to purchase a certain property versus another. Location also plays a significant role in determining the value of vacant land. This factor considers the market area in which the sales compete, including specific locational characteristics such as neighborhood, proximity of services, traffic exposure, etc.

The subject parcel is located on North Grand Avenue, an arterial street in a commercial corridor. It is just north of the intersection of Grand Avenue and Mills Avenue, another arterial street. It is adjacent to Gene Torres Golf Course and the City of Las Vegas Fitness Center. The subject has good visibility from Grand

Avenue. The neighborhood is considered good. The subject benefits from close proximity and access to Interstate 25. Proximity of services is considered good. Overall the location of the subject is good for commercial use.

Listing 2, 3 and 4 are all located in similar commercial areas and are within a similar proximity to services when compared to the subject and are considered similar to the subject with respect to location. Sale 1 and Listing 1 are located farther away from services in less active or less developed commercial areas and are therefore considered to be in locations inferior to the subject. Listing 5 is located directly in front of the Holiday Inn Express, an attractive newer motel. The proximity to the motel and its visibility from the interstate will likely benefit a commercial business. Listing 5 is considered superior in location when compared to the subject. Listing 6 is located in a newer commercial development, Gerhardt Plaza, next to the Comfort Inn. It is also considered superior in location when compared to the subject for similar reasons that benefit the location of Listing 5.

Access: Access to the subject is considered good via Grand Avenue, an arterial street in a commercial corridor. The subject also benefits from close proximity and access to Interstate 25.

Listing 1 and Listing 3 are considered to have similar access from similar streets when compared to the subject. Sale 1 is only accessible from South Grand Avenue and is considered to have inferior access to I-25 and is therefore considered inferior in respect to access. Listing 2 and Listing 4 are located on the north side of town farther from I-25 and are also considered inferior to the subject in respect to access. Listing 5 and Listing 6 have direct access to I-25 and the arterial streets that connect to it and are therefore considered superior to the subject in respect to access.

Size: Size was the next consideration. Typically speaking, larger tracts of land sell for a lower per unit value than an equally desirable smaller tract of land based on economies of scale and due to the larger capital outlay involved in purchasing a larger tract of land. Essentially after the minimum utility is reached, the larger size contributes declining additional utility.

The size of the subject easement is 2,850 square feet. The sizes of the Sale and Listings are all considerably larger ranging from 43,560 sf to 348,480 sf. The Sale and Listings do not necessarily support the theory of economies of scale, meaning a discount should apply to larger qualities, as the largest Listing has smaller sized parcels priced both above and below it on a price per unit basis.

Another consideration is the very small size of the subject and whether it is considered large enough for commercial use other than its intended use which we established earlier is unlikely.

In light of these factors, the appraisers consider the subject to be superior to the Sale and Listings as even at its small size, market evidence indicates that its per unit value should be similar or higher than larger parcels with respect to the affect size plays in the price of vacant land.

Topography and Shape: In addition to affecting the useable land, topography affects the development costs. More difficult topography increases the cost for development. The subject has sloping terrain.

Although the Sale and some of the Listings have a more level terrain, the parcels generally have some slope and the slope of the subject does not impede its intended use. We consider the Sale and Listings to be similar to the subject with respect to topography.

Utilities: The availability of and cost to connect to utilities such as electricity, gas and water was considered for each of the comparable sales and how they compare to the subject parcels.

The subject and Sale/Listings all have similar access to utilities and services.

The table on the following page illustrates our comparison and analysis of the subject with respect to the Sale and Listing comparables.

No	Location	Sale Date	Price	Size in Square Ft.	Price/SF	Location	Access	Size	Overall
1	S. Grand Ave south of Alamo St	06/29/2011	$175,000	98,010	$1.79	Inferior	Inferior	Inferior	Inferior
L1	N. 7th St south of Mills Ave	LISTING	$240,000	140,263	$1.71	Inferior	Similar	Inferior	Inferior
L2	Harland Rd and 518 extension of 7th St	LISTING	$360,000	174,240	$2.06	Similar	Inferior	Inferior	Inferior
L3	123 S. Grand Ave	LISTING	$850,000	348,480	$2.44	Similar	Similar	Inferior	Similar
L4	2200 7th Street	LISTING	$650,000	204,732	$3.17	Similar	Inferior	Inferior	Inferior
L5	816 S. Grand Ave	LISTING	$400,000	72,745	$5.50	Superior	Superior	Inferior	Superior
L6	Hwy 250 & East Dr Gehardt Plaza	LISTING	$300,000	43,560	$6.88	Superior	Superior	Inferior	Superior
			Average	154,575	$3.36				

Conclusion

Sale 1, Listing 1 and Listing 2 are considered inferior overall to the subject, indicating a value estimate greater than $2.06 per square foot for the subject. Our analysis indicates a value similar to Listing 3 at $2.44 psf. Additional evidence indicates a value above Listing 4 at $3.17 and below Listing 5 at $5.50 psf.

Based on the fact that the subject is an easement and likely could still be used as outside storage or parking, we have estimated a per square foot value of the subject to be $3.00 per square foot. The subject is 2,850 square feet. Therefore, $3.00 X 2,850 square feet = $8,550 rounded to $8,500.

Based on our analysis, it is our opinion that the market value for the fee simple interest of ***the Subject Parcel containing 2,850 square feet***, as is, as of August 27, 2014, is **$8,500**.

***** EIGHT THOUSAND FIVE HUNDRED DOLLARS*****
($8,500)

RECONCILATION AND CONCLUSIONS

The current fee simple market value of the subject property was estimated using the sales comparison approach to value. The value opinion developed in the approach is as follows:

The Sales Comparison Approach supports a fee simple market value for the subject property as of August 27, 2014 of $3.00 per square foot. 2,850 square feet X $3.00 is equal to $8,550, rounded to $8,500.

The sales comparison approach was supported by comparison with one relatively recent sale and 6 current listings of similar commercial vacant land sites. The comparisons were supported with market data. Overall the sales comparison approach provided a reliable and reasonably well supported opinion of value.

Based upon the information in this appraisal and the knowledge and experience of the appraisers, our final opinion of the fee simple market value of the subject property, as of August 27, 2014, is:

***** EIGHT THOUSAND FIVE HUNDRED DOLLARS*****
($8,500)

Inherent in the appraisal is the assumption that if the subject property had been exposed to the market for a period of 2 to 3 years or less prior to the effective date of valuation, it would have been possible for a sale at the market value estimate to have been achieved on the effective date of valuation. Exposure time of two to three years or less prior to sale generally represents the current and recent trends in the segment of the market in which the subject property competes.

CERTIFICATION

We certify that, to the best of our knowledge and belief:

1) We have no personal present or prospective interest or bias with respect to the subject matter of this appraisal report and we have no personal interest or bias with respect to the parties involved.

2) The statements of fact contained in this appraisal report, upon which the analyses, opinions and conclusions expressed herein are based, are true and correct.

3) The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, unbiased professional analyses, opinions, and conclusions.

4) The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Appraisal Institute's Code of Professional Ethics and Standards of Professional Appraisal Practice, which include the Uniform Standards of Professional Appraisal Practice.

5) No one provided significant professional assistance to the persons signing this report. The value conclusion as stated herein is solely the responsibility of the undersigned.

6) The undersigned personally inspected the property that is the subject of this appraisal report.

7) Our compensation for completing this assignment is not contingent on the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

8) Our engagement in this assignment was not contingent upon developing or reporting predetermined results.

9) As of the date of this report, John F. Howden has completed the continuing education program of the Appraisal Institute and of the State of New Mexico. Mark Newman has completed the continuing education program of the State of New Mexico.

10) The appraisal assignment was not based on a requested minimum valuation, a specific valuation, or approval of a loan.

11) The use of this appraisal report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

12) The appraisal report conforms to our understanding of the instructions of our client, The City of Las Vegas, New Mexico Utilities Department.

13) We have performed no services, as appraisers or in any other capacity, regarding the property that is the subject of this report within the three year period immediately preceding acceptance of this assignment.

Based upon the information in this appraisal and the knowledge and experience of the appraisers, our final opinion of the fee simple market values of the subject property, as of August 27, 2014, is:

***** EIGHT THOUSAND FIVE HUNDRED DOLLARS*****
($8,500)

Inherent in the appraisal is the assumption that if the subject property had been exposed to the market for a period of 2 to 3 years or less prior to the effective date of valuation, it would have been possible for a sale at the market value estimate to have been achieved on the effective date of valuation. Exposure time of two to three years or less prior to sale generally represents the current and recent trends in the segment of the market in which the subject property competes.

JOHN F. HOWDEN, MAI

MARK NEWMAN, ASSOCIATE

QUALIFICATIONS OF THE APPRAISER
John F. Howden, MAI

GENERAL EDUCATION:

New Mexico Military Institute, HS, JC. Stanford University, BA.

SPECIAL EDUCATION:

Real Estate Law I, II (University of Wisconsin), 1969. Real Estate Principles (US Savings & Loan League), 1971-72. Title Insurance (NM Real Estate Institute), 1989. Water Rights (NM Real Estate Institute), 1989

Society of Real Estate Appraisers Courses

Introduction to Appraising Real Property (101), 1972. Principles of Income Property Appraising (202), 1974. R-2 Examination, 1974. Investment Feasibility Analysis, Cash Flow and Risk Analysis, Market and Marketability Analysis, 1985.

American Institute of Real Estate Appraisers Courses

Real Estate Investment Analysis (VI), 1979. Examination, Urban Properties (II), 1979. Comprehensive Examination, 1980. Market Analysis, 1986. Computer Assisted Investment Analysis, 1987.

Appraisal Institute Courses

Uniform Standards of Professional Appraisal Practice, Parts A & B, 1991; 1995. Uniform Standards of Professional Appraisal Practice, Part C, 1999.

CCIM Course

CI 101 - Financial Analysis for Commercial Investment Real Estate, 2002.

SEMINARS:

Society of Real Estate Appraisers

Introduction to Income Property Appraisals, 1974. Introduction to Mortgage-Equity, 1974. Narrative Report Writing, 1974. Tax Considerations in Real Estate Transactions, 1976. Partial Interest Analysis, 1983. R41c and the Appraiser, 1987.

American Institute of Real Estate Appraisers

FNMA Seminar, 1974. Professional Practices and Conduct, 1981, 1989. Subdivision Analysis, 1983. Introduction to the Valuation of Hotels and Motels, 1984. R41-b Seminar, Midland Texas, 1985.

Appraisal Institute

Appraisal Regulations of the Federal Banking Agencies, 1991. Feasibility Analysis, Non-Residential, 1991. Easement Valuation, 1991. Rates, Ratios, and Reasonableness, 1992. Legal Liabilities of Appraisers, 1992. Subdivision Analysis, 1994. USPAP Update, 1994. Dynamics of Office Building Valuation, 1995. Special Purpose Properties, 1996. Tomorrow's Appraiser, 1996. Electronic Commerce: Laws, Ethics and Real Estate, 1997. Nevada Real Estate Appraisal Statutes, 1997. Water Rights in New Mexico, 1997. Eminent Domain and Condemnation Appraising, 1997. Appraisal of Nonconforming Uses, 1999. REITS and the Role of the Real Estate Professional, 1999. Conservation Easements, 2001. National USPAP Course, 2003.

Other

Instructor and participant, Eminent Domain in New Mexico, Lorman Education Services, 2002.

PROFESSIONAL DESIGNATIONS

Member, Appraisal Institute (MAI), Certificate Number 6108 (Prior to the Unification of the American Institute of Real Estate Appraisers and the Society of Real Estate Appraisers, I was also a Senior Real Property Appraiser [SRPA] member of the Society of Real Estate Appraisers.)

STATE CERTIFICATION:

Certified General Appraiser, State of New Mexico (No. 96)

EXPERIENCE:

Licensed Real Estate Agent (New Mexico), 1969-1992. Staff Appraiser, Albuquerque Federal, 1971-1975. Independent Fee Appraiser, 1975-Present.

Qualified Expert Witness, District Courts, States of New Mexico and Utah, U.S. District Court in New Mexico, and Bankruptcy Courts in New Mexico, Arizona, New Jersey, and Illinois.

PROFESSIONAL CLIENTS:

Realty Mortgage & Investment Company, First Federal Bank, Compass Bank, First State Bank, Los Alamos National Bank, Bank 1st, Heller Financial, Ranchers Banks, other mortgage lenders, City of Albuquerque, New Mexico State Highway and Transportation Department, Internal Revenue Service, US Department of Justice, Federal Deposit Insurance Corporation, US Postal Service, US Army Corps of Engineers, Chevron USA, Texaco, attorneys and private clients.

TYPES OF PROPERTIES APPRAISED:

All types of Urban Properties including: Apartment Buildings, Office Buildings, Shopping Centers, Retail Stores, Subdivisions, Warehouses and Industrial Properties, Subdivision Analysis, Recreational Facilities, Hotels and Motels. Located throughout New Mexico and Nevada.

PROFESSIONAL ACTIVITIES:

Board of Directors, SREA Chapter 114, 1975-79 and 1983-85. Member, Admissions and Guidance Committee, SREA, 1975-76. Chairman, Admissions and Guidance Committee, SREA, 1978-81. Vice-President, SREA Chapter 114, 1976-77. President, SREA Chapter 114, 1977-78 and 1982-83. Chairman, Candidate Guidance, AIREA Chapter 39, 1981-83. Member, AIREA Regional Ethics Administration, and Review and Counseling Panel, 1982-1989. Member, Chapter 114, SREA Ethics Committee, 1981-85 and 1987-1990. Legislation Committee Chairman, SREA Chapter 114, 1989-1990. President, Rio Grande Chapter Appraisal Institute, 1991-1992. Member, Board of Directors, Appraisal Institute, 1995-1996. Finance Officer, Region VIII Appraisal Institute, 1996-1998. Chairman, Education Committee of the New Mexico State Real Estate Appraisers Board, 1992-present. Complaint Committee member, New Mexico Real Estate Appraisers Board, 2003. Member, New Mexico Real Estate Appraisers Board, 2003-2010.

QUALIFICATIONS OF THE APPRAISER

Name: Mark A. Newman
Business Address: John F. Howden & Associates, Inc.
8429 Washington Place NE, Suite A
Albuquerque, NM 87113

State of New Mexico Apprentice Appraiser, License Number 3310-G, New Mexico Real Estate Appraisers Board and the New Mexico Real Estate Commission, issued July 25, 2007; Expires April 30, 2015.

Related Professional Experience

February 2007 – Present:
Junior Analyst and Appraiser
John F. Howden & Associates, 8429 Washington Place NE, Suite A, Albuquerque, NM 87113.
Responsibilities included the development and preparation of appraisals and market research and maintenance of comparable sales database.

Education

Bachelors of Business Administration: Marketing concentration, from The University of New Mexico, Albuquerque, New Mexico. May 1990. Presidential Scholar.

Appraisal Courses

University of New Mexico:
37410 FQA Foundations of Real Estate Appraisal – 10/07/2006.
37412 FQA Uniform Standards of Professional Appraisal Practice – 10/21/2006
37411 FQA Appraising the Single Family Residence 12/02/2006
State of New Mexico Regulation and Licensing Department
License Renewal Update Course-State of New Mexico 2/11/2011
Appraisal Institute:
AI403G Course/Exam: General Appraiser Income Approach I 2/15/2009
AI404G Course/Exam: General Appraiser Income Approach II 3/17/2010
AII400 Course:7-Hour National USPAP Update Course
AI401G Course/Exam: General Appraiser Sales Comparison Approach 4/02/2011
AI402G Course/Exam: General Appraiser Site Value & Cost Approach 4/06/2011
McKissock School:
General Appraiser Market Analysis/Highest and Best Use Course/Exam 12/23/2011
Expert Witness for Commercial Appraisers Course/Exam 2/2/2012
Commercial Appraisal Review Course/Exam 3/23/2012
Statistics, Modeling and Finance Course/Exam 4/27/2012
General Appraiser Report Writing and Case Studies Course/Exam 5/1/2012
Kaplan School:
USPAP 2012-2013 Update Course 3/19/2013
Real Estate Green Course 3/20/2013
Easements Course 3/20/2013

Professional Affiliations

Appraisal Institute – Associate Member

TYPES OF PROPERTIES APPRAISED:

Industrial Properties, Warehouses/Flex, Office Buildings, Office Condominiums, Residential Condominiums, Proposed and Existing Subdivisions, Retail Buildings, Restaurants, Shopping Centers, Auto Dealerships, Hotels, Proposed Construction, Car Washes, Parking Lots, Rural and Urban Vacant Land, Single Family Houses. 3/14

ADDENDA

Land Sale No. 1

Property Identification	
Record ID	2817
Property Type	Vacant Land, Commercial
Property Name	South Grand Avenue
Address	South of Alamo Street, Las Vegas, San Miguel County, New Mexico 87701
MSA	Las Vegas
Sale Data	
Sale Date	June 29, 2011
Property Rights	Fee Simple
Conditions of Sale	Arm's Length
Verification	Katharine Duke; 505 429-1523, Mark Newman, 505 830-3022, September 08, 2014; Other sources: Loopnet 2168494
Sale Price	$175,000
Cash Equivalent	$175,000
Land Data	
Zoning	C, Commercial
Topography	Level
Utilities	All to site
Land Size Information	
Gross Land Size	2.250 Acres or 98,010 SF
Front Footage	351 ft Grand Avenue
Indicators	
Sale Price/Gross Acre	$77,778
Sale Price/Gross SF	$1.79

Land Listings

20110454 Printable Flyer

http://ranmidx.com/printable_flyer.php?site_id=180&mls=20110454

L1

For more information on this listing, please contact...

Home and Land Professionals
505-425-9074
homeandland@cybermesa.com

Price:	$240,000
MLS #:	20110454
Class:	Land
Status:	Active
Type:	Commercial
# of Acres:	3.22
Sale/Rent:	For Sale
Address:	000 N. Seventh Street
City:	Las Vegas
County:	San Miguel County
Area:	Las Vegas
State:	NM
Zip:	87701

171

Description
Frontage on Seventh Street north of the Enchanted Hills Mobile Home Park. Good access for your busines, close to town.

QR Code

Acres (Break-Down)
Acres-deeded:
- 3.218

Property Details
Improvements:
- Fence

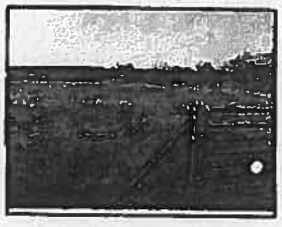
Lot Dimensions:
- 3.218

Topography:
- Flat

Utilities
Electric:
- On-site
- Overhead

Water:
- City

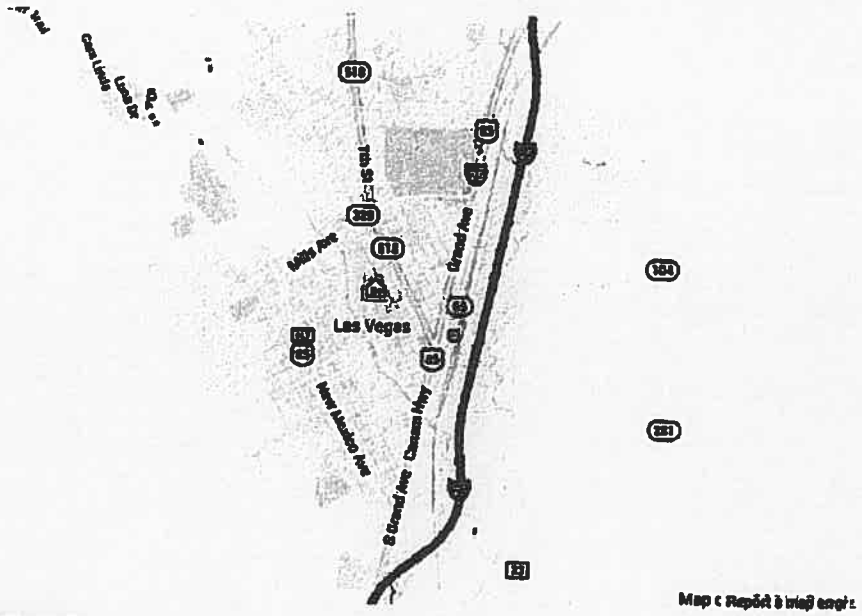
Zoning
Zoning:
- Commercial



1 of 2

9/8/2014 9:29 AM

City of Las Vegas, NM
Vacant Land to be used as an Easement
Located north of Pino Drive, Las Vegas, San Miguel County, NM
Ref1 14-074AMN



Listing courtesy of:
Michael Gregory, Jr R. E.
Mary Demlow

For more information on this listing, please contact...

Home and Land Professionals
505-425-9074
homeandland@cybermesa.com

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L2

4 Harland Road and #518 Extension of 7th Street, Las Vegas, NM 87701

Property Details

Price	$360,000
Lot Size	4 AC
Price/AC	$90,000 /AC
Property Type	Land
Property Sub-type	Commercial/Other (land)
Features	Electricity/Power - PNM Water - City of Las Vegas Telephone - Century Link Gas/Propane
Status	Active

$2.06

Property Notes

Katherine D.

4/25/1978

Lots

#	Price	Size	Price/Size	Description
1	$360,000	4 AC	$90,000 /AC	There are 50 acres total the front acreage is price at $90,000. Back acreage is less.

Property Description

Walmart 2609 7th St

Development of retail area. Good location near PNM Solar Farm and other retailers Tractor Supple,Walmart, Beals.

Location Description

Located on Harland Raod and #518 Extension of 7th Street

Photos

©2014 Rodgers Smith, Hewdon & Smith Appraisals, LLC

L-3

2 [illegible] Grand Ave, Las Vegas, [illegible]

Property Details

Price	$850,000
Lot Size	8 AC
Price/AC	$106,250 /AC
Property Type	Land
Property Sub-type	Commercial/Other (land)
Additional Sub-types	Industrial (land) Multifamily (land) Retail (land)
Features	Electricity/Power Water Telephone Gas/Propane
Status	Active

2.44/sf

Property Notes

Colliers NM
[illegible]ie Hertweck 505 880 7022
Jeanette Carrillo 7049

Lots

#	Price	Size	Price/Size	Description
1	$850,000	8 AC	$106,250 /AC	

Property Description

Property can be subdivided 300' frontage on Grand Ave. with 2 curb cuts Neighborhood access Potential uses include: Retail, C-Store, Industrial, Apartments, Hotel/Motel, Assisted Living, Mobile Home Park or Storage Facility

Location Description

Great mixed use development opportunity Well located on Grand Ave. with easy access to I-25

C-3

6.00/front (3ac)
2.50/2.75 Back

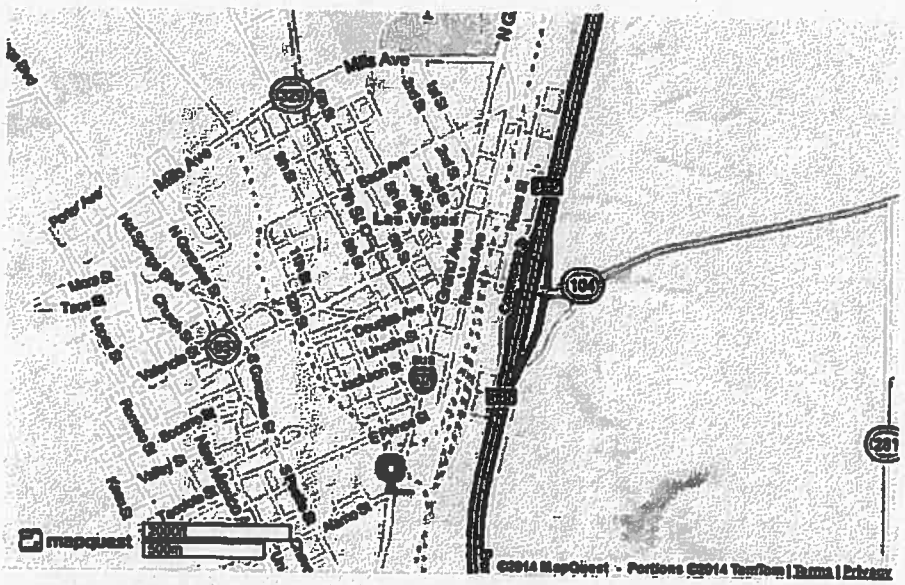
Mrk 3 mo.
Calls

©2014 Rodger Smith, Howden & Smith Appraisals, LLC

Notes

mapquest

Map of:
123 S Grand Ave
Las Vegas, NM 87701-3868



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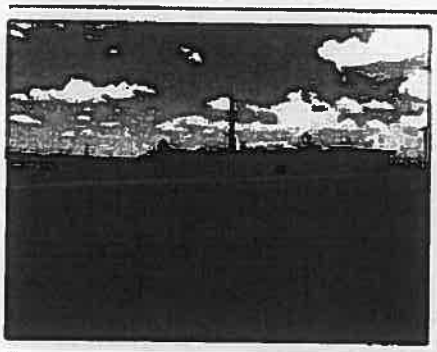
City of Las Vegas, NM
Vacant Land to be used as an Easement
Located north of Pino Drive, Las Vegas, San Miguel County, NM
Ref#:14-074AMN

20142713 Printable Flyer http://rammidx.com/printable_flyer.php?site_id=180&mls=20142713

L-4

For more information on this listing, please contact...

Home and Land Professionals
505-425-9074
homeandland@cybermesa.com



Price:	$650,000
MLS #:	20142713
Class:	Land
Status:	Active
Type:	Commercial
# of Acres:	4.70
Sale/Rent:	For Sale
Address:	2200 7th street
City:	Las Vegas
County:	San Miguel County
Area:	Las Vegas
State:	NM
Zip:	87701

3.17

QR Code

Acres (Break-Down)
Acres-deeded:
- 00

Acres-orchard:
- 00

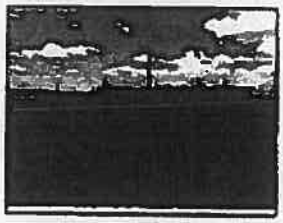
Property Details
Home Y/n:
- No

Topography:
- Gradual Slope

Water Rights
Water Rights Y/n:
- Yes

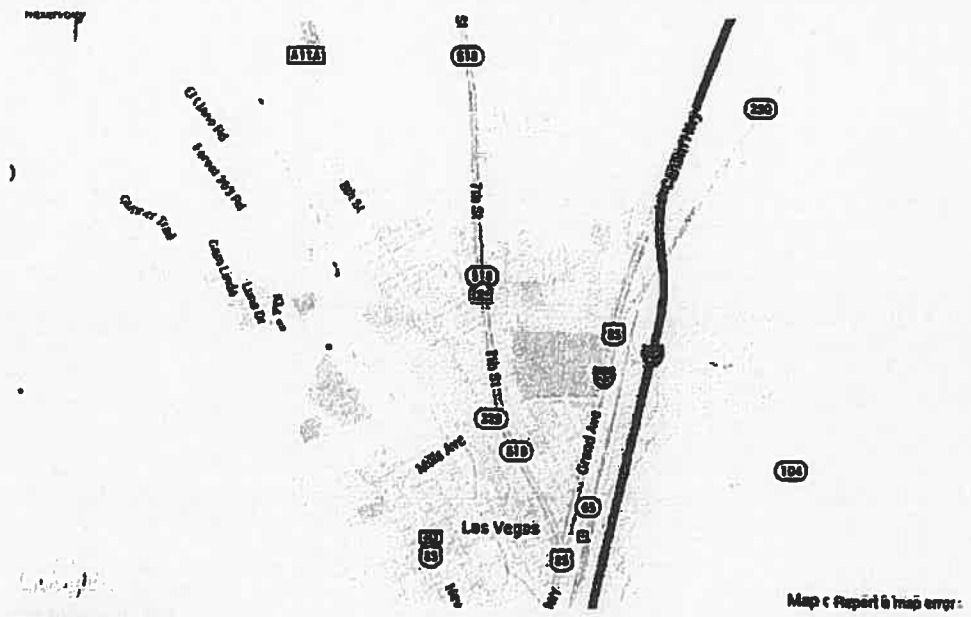
Utilities
Electric:
- Near-site

Water:
- City



1 of 2 9/8/2014 9:28 AM

City of Las Vegas, NM
Vacant Land to be used as an Easement
Located north of Pino Drive, Las Vegas, San Miguel County, NM
Ref: 14-074AMN



Listing courtesy of:
Trujillo Real Estate
Max Trujillo

For more information on this listing, please contact...

Home and Land Professionals
505-425-9074
homeandland@cybermesa.com

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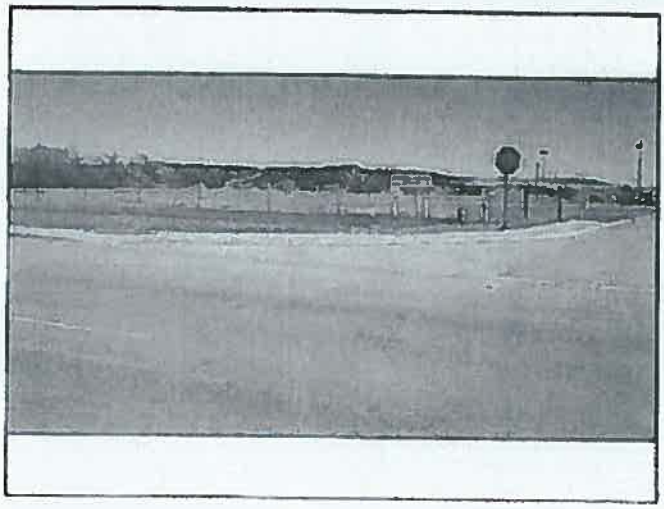
Prepared for
9/3/2014 L5

Presented by Rodger Smith
Howden & Smith Appraisals, LLC
(505) 630-3022
riccards.smith@gmail.com

Properties for Sale

1 816 South Grand Ave, Las Vegas, NM 87701



Property Details

Price	$400,000
Lot Size	1.67 AC
Price/AC	$239,520.96 /AC
Property Type	Land
Property Sub-type	Retail (land)
Features	Electricity/Power Water Telephone Cable Gas/Propane
Status	Active

$5.50/sf

Property Notes

Lots

#	Price	Size	Price/Size	Description
1	$400,000	1.67 AC	$239,520.96 /AC	

Property Description

Vacant, flat, level land waiting to be developed , directly in front of the Holiday Inn Express in Las Vegas. 1.67 acres all utilities are on the property. Curbs and driveway entrances, zoned for gas station or other retail business. Also have a LIQUOR LICENSE if desired for additional amount that can be operated at this site.

Map on Laptop
Shows Ext 343

(800) S. Grand
Betw Tiden St. &
E. Jackson

Holiday Inn Exp
816 S Grand

Lm 9/3
Ken Ross
505 617 0425

©2014 Rodger Smith Howden & Smith Appraisals LLC

LoopNet - Vacant Land in Front of Holiday Inn, Retail (land), 816 Sout... http://www.loopnet.com/xNet/MainSite/Listing/Profile/Profile.aspx?L...

L5

For Sale For Lease Sales Comps Property Records Find a Broker Add Listing Rodger Smith 1

Connecting Commercial Real Estate™

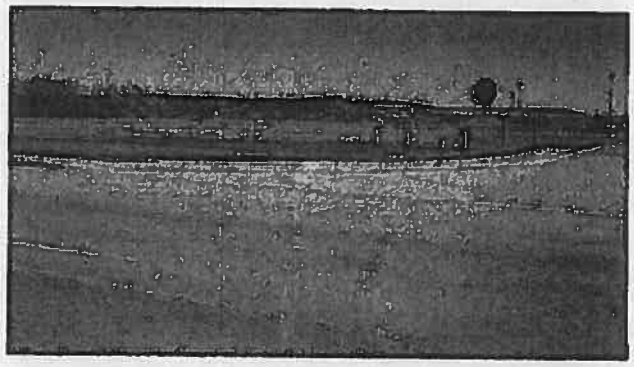
LoopNet Become the LoopNet Featured Local Broker LEARN MORE

Back to Search Results Previous Result 6 of 7 Next Result

Vacant Land in Front of Holiday Inn

816 South Grand Ave, Las Vegas, NM 87701

$400,000
1.67 AC | Land | Get Financing



Presented by
Company Not Provided

Request Additional Information

Kenny Rose
(505) 617-0405

Please send me additional information about this property. You can reach me at (505) 830-3022.

Contact Listing Broker

Similar Listings

Garfield Plaza
Las Vegas, NM
$300,000
1 AC

Land For Sale

Price:	$400,000	Property Sub-type:	Retail (land)
Lot Size:	1.67 AC	Listing ID	16225184
Property Type:	Land	Last Updated	27 days ago

Find Out More ... Is this listing inaccurate? Report Listing Error

Utilities

- Electricity/Power
- Telephone
- Gas/Propane
- Water
- Cable

1 Lot Available

Lot 1	Price:	$400,000
	Lot Size:	1.67 AC
	Price/AC:	$239,520.96
	Lot Type:	Retail (land)
	APN / Parcel ID:	I-25 and Grand Ave

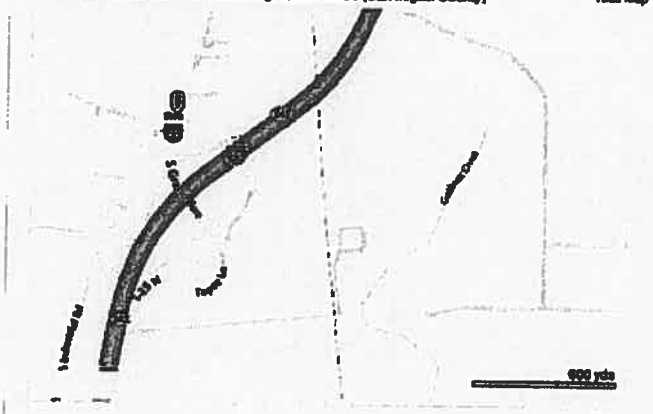
1 of 2 9/3/2014 10:12 AM

Description

Vacant, flat, level land waiting to be developed , directly in front of the Holiday Inn Express in Las Vegas. 1.67 acres all utilities are on the property. Curbs and driveway entrances, zoned for gas station or other retail business. Also have a LIQUOR LICENSE if desired for additional amount that can be operated at this site.

Exit 347 Las Vegas NM

Map of 816 South Grand Ave, Las Vegas, NM 87701 (San Miguel County) Hide Map



Research for 816 South Grand Ave, Las Vegas, NM 87701 (San Miguel County)

- Demographics – Population, income & other demographics near 816 South Grand Ave
- Research Price – Recent sales of similar properties
- Property Record Data – Historical listings, current tax, mortgage, owners & tenant info for this building

Contact Listing Broker to find out more details.

Created 9/3/2014

The information above has been obtained from sources believed reliable. While we do not doubt its accuracy we have not verified it and make no guarantee, warranty or representation about it. It is your responsibility to independently confirm its accuracy and completeness. Any projections, opinions, assumptions, or estimates used are for example only and do not represent the current or future performance of the property. The value of this transaction to you depends on tax and other factors which should be evaluated by your tax, financial, and legal advisors. You and your advisors should conduct a careful, independent investigation of the property to determine to your satisfaction the suitability of the property for your needs. TB-880

L 6

Property Details

Price	$300,000
Lot Size	1 AC
Price/AC	$300,000 /AC
Property Type	Land
Property Sub-type	Commercial/Other (land)
Features	Electricity/Power Water Telephone Cable Gas/Propane
Status	Active

6.55

Property Notes

Katherine Duke

729-1523

Lots

#	Price	Size	Price/Size	Description
1	$300,000	1 AC	$300,000 /AC	Gerhart Plaza has around 19 + ac res that can be developed. Frontage parcel next to the Comfort Inn prime. We can cut out as much land is needed.

Property Description

Gerhardt Plaza Located on the North End of Las Vegas, NM next to the Comfort Inn. Plaza property sits right off exit 347. When fully developed Gerhardt Plaza could have retail, food, entertainment ,office ,retail,gas station, and several Francise. At present there is no infastructure in place. Architecture should have modern and asthetic atmoshpere and follow though the Development. Price/SF is $7.50 on the front and $6.50 on the back lots.

326K/Ac 283K/Ac

Location Description

Las Vegas, NM is located in the Northern Part of the state. The location of the Development has easy access of I 25 Interesate. One hour from Santa Fe, two hours from Albaquerque, and about 6 hours from Denver.

Highlights

Great location for a combo gas station, liquor, and Franchise

Three new hotels 2007 Holiday Inn 2008 Quinta and Best Western

Las Vegas is the main town for areas in a 50 mile radius to the South and 100 mile to the North

Photos

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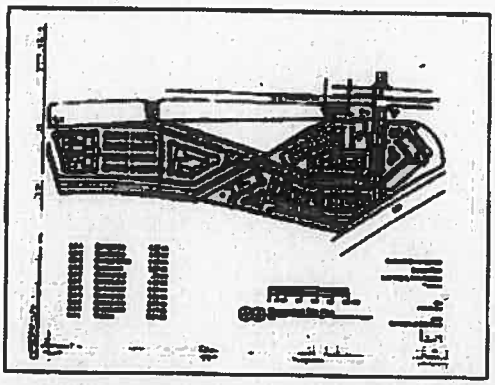

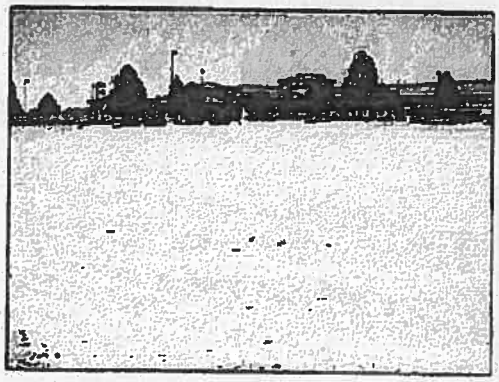

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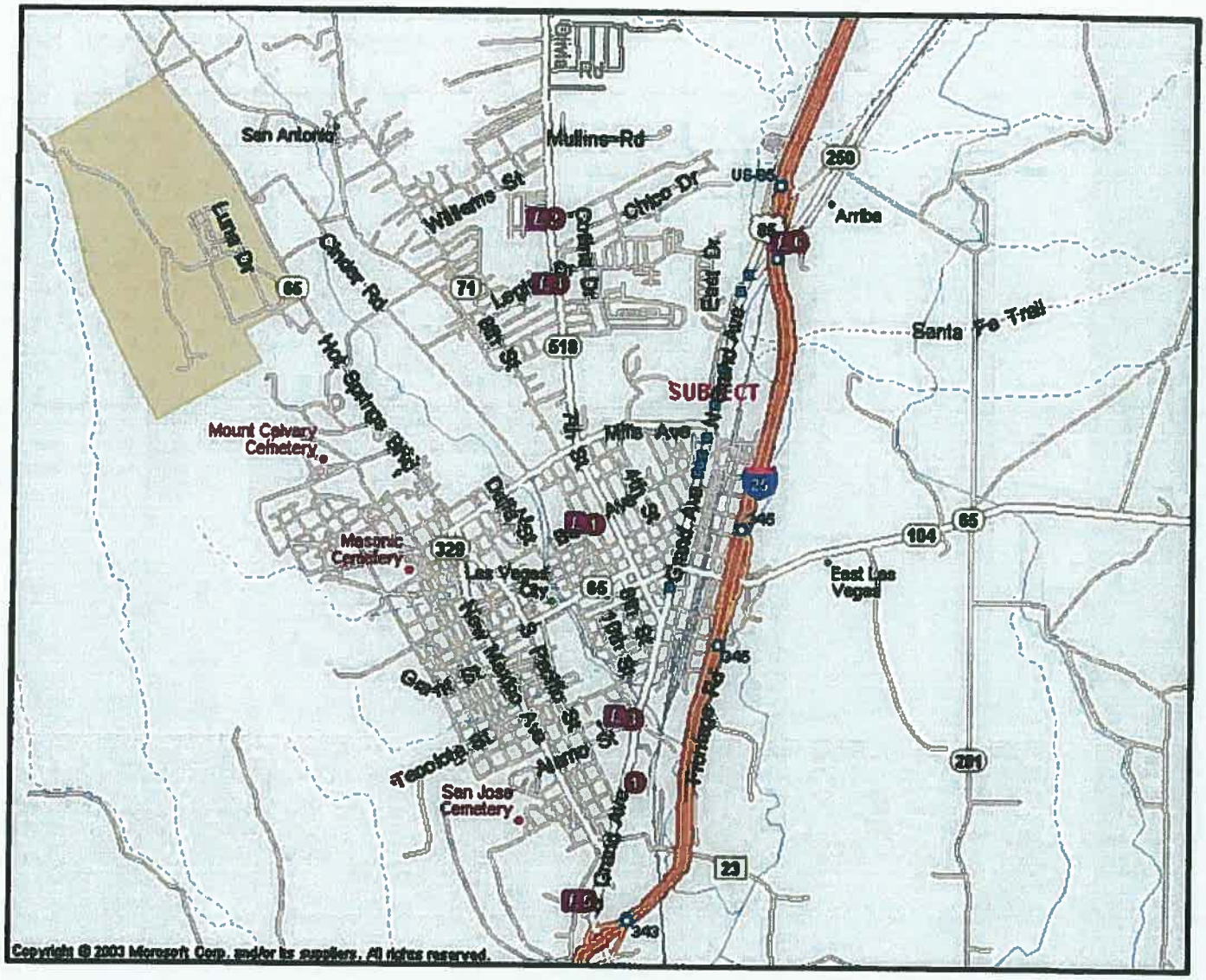
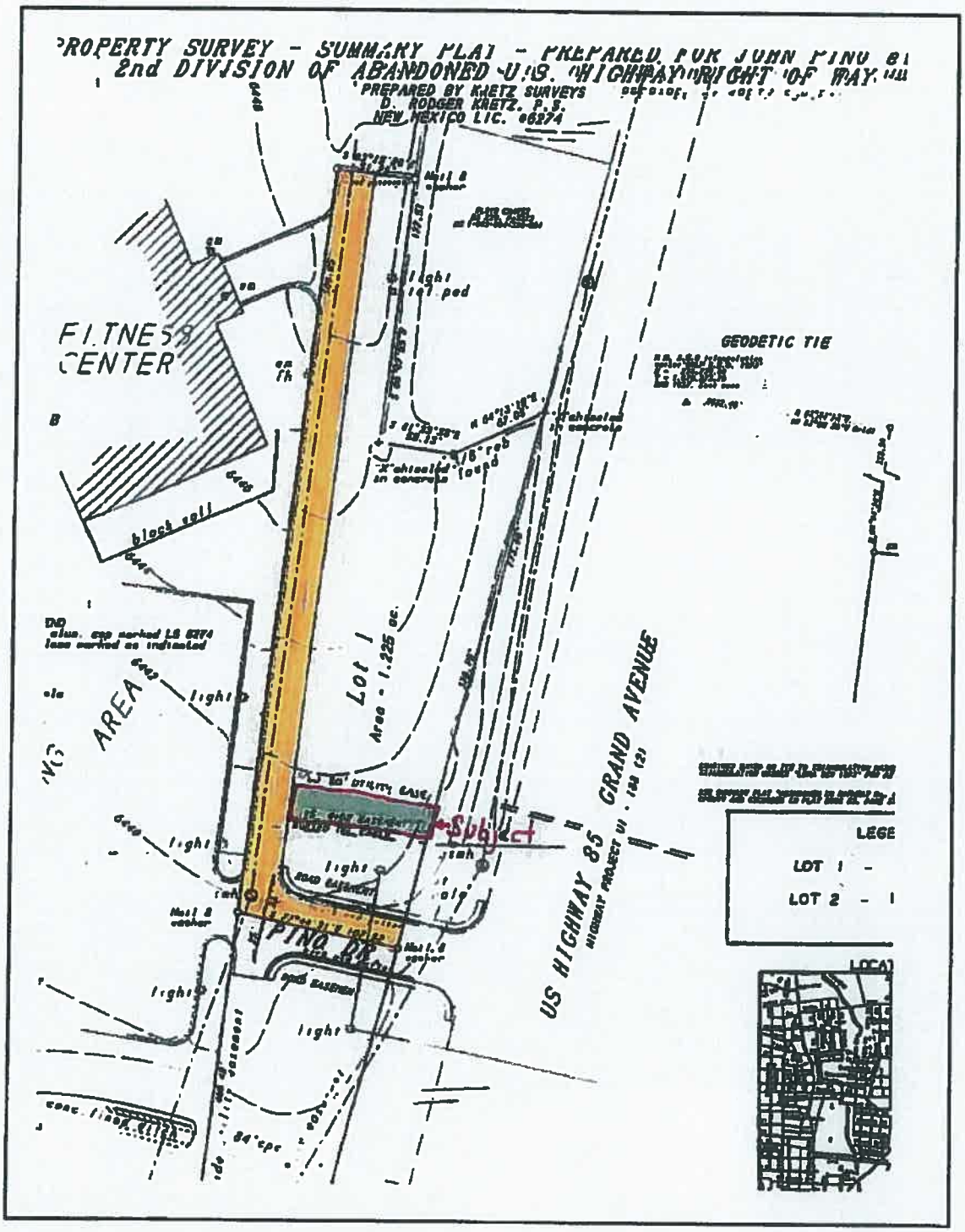
Land Comparables Map



City of Las Vegas, NM
Vacant Land to be used as an Easement
Located north of Pino Drive, Las Vegas, San Miguel County, NM
Ref: 14-074AMN

Subject Survey



City of Las Vegas, NM
Vacant Land to be used as an Easement
Located north of Pino Drive, Las Vegas, San Miguel County, NM
Ref: 14-074AMN

REPORT OF
AN APPRAISAL OF VACANT LAND
½ OF PINO DRIVE ENTRANCE FROM GRAND AVENUE
AND ROAD BETWEEN FLOYD'S RENTAL AND CITY FITNES CENTER
LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO

PREPARED FOR
THE CITY OF LAS VEGAS, NM
UTILITIES DEPARTMENT

EFFECTIVE DATE OF VALUATION
AUGUST 27, 2014

REPORT DATED
SEPTEMBER 15, 2014

PREPARED BY
JOHN F. HOWDEN, MAI
MARK NEWMAN, ASSOCIATE

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Howden & Smith Appraisals, LLC

Howden & Smith Appraisals, LLC
Real Estate Appraisals and Counseling

Rod Smith, Managing Member
John F. Howden, MAI, Senior Counsel

Phone: (505) 830-3022
FAX: (505) 830-3027

8415 Washington Place NE, Suite D
Albuquerque, New Mexico 87113

September 15, 2014

Ms. Maria Gilvarry
City of Las Vegas, New Mexico
Utilities Department
905 12th Street
Las Vegas, NM 87701

RE: Vacant land containing approximately 14,696 square feet, being part of Lot 1 entrance and roadway, located at North Grand Avenue and Pino Drive, Las Vegas, San Miguel County, NM

Dear Ms. Gilvarry:

As requested, we have inspected and appraised the property referred to above. Attached is the narrative report of our appraisal consisting of 30 pages, plus addenda. The purpose of this appraisal is to estimate the current fee simple market value of the subject property.

Mark Newman inspected the property on August 27, 2014 which is the effective date of the appraisal. The property rights appraised are the fee simple estate of the subject real estate.

Your attention is directed to the assumptions and limiting conditions of the appraisal. Please read them carefully, so that you fully understand the nature of appraisal services rendered.

The appraisal was prepared to comply with the Uniform Standards of Professional Appraisal Practice (USPAP) promulgated by the Appraisal Foundation and with the Standards of Professional Appraisal Practice and the Code of Professional Ethics of the Appraisal Institute. The attached document is properly considered to be a summary report as defined by USPAP.

The appraisal assignment was not based on a requested minimum valuation, a specific valuation or approval of a loan. Employment of the appraisers was not conditioned upon the appraisal producing a specific value or a value within a given range.

Based upon the information in this appraisal and the knowledge and experience of the appraisers, our final opinion of the fee simple market values of the subject property, as of August 27, 2014, is:

***** FORTY-FOUR THOUSAND DOLLARS*****
($44,000)

It is our opinion that if the subject property had been professionally marketed at a price that was consistent with the value estimate, an exposure period of 2 to 3 years prior to the date of value would have been required for sale on the effective date.

This appraisal is presented in a summary format, and may not be fully understood without information contained within the appraisers' files and known by the intended user of the report.

Thank you for the opportunity to provide appraisal services. We will be glad to answer questions from intended users of the appraisal report.

JOHN F. HOWDEN, MAI

MARK NEWMAN

TABLE OF CONTENTS

TABLE OF CONTENTS	i
ASSUMPTIONS AND LIMITING CONDITIONS	ii
INTRODUCTION	1
Identification of the Subject Property	1
Purpose of the Appraisal	1
Property Rights Appraised	1
Definition of Market Value	1
Exposure Time	2
Financial Consideration	2
Intended Use and User of the Appraisal	2
Date of Inspection and Effective Date of Valuation	2
Date of Report	2
Standards and Regulatory Requirements	2
Ownership and History	3
Scope of the Report	3
AREA ANALYSIS	4
IMMEDIATE AREA DESCRIPTION AND ANALYSIS	7
SUBJECT PHOTOGRAPHS	9
SITE DESCRIPTION AND ANALYSIS	13
Size, Shape and Dimensions	13
Access	13
Flood Zone	13
Zoning	14
Property Taxes	14
Summary	15
HIGHEST AND BEST USE	16
EXPOSURE TIME	17
THE APPRAISAL PROCESS	18
THE SALES COMPARISON APPROACH	19
RECONCILATION AND CONCLUSIONS	25
CERTIFICATION	26
QUALIFICATIONS OF THE APPRAISERS	28
ADDENDA	31

ASSUMPTIONS AND LIMITING CONDITIONS

The certification of value by the appraisers appearing in this appraisal report is subject to the following assumptions and limiting conditions:

1) The legal description furnished is assumed to be correct. No responsibility for matters legal in character has been assumed or any opinions as to the title, which is assumed to be good. The property is appraised as though free and clear under responsible ownership and management.

2) The sketches in this report are included to assist the reader in visualizing the property, and the appraisers assume no responsibility for their accuracy. The appraisers have not made a survey of the property.

3) The appraisers are not required to give testimony or appear in court because of having made this appraisal, with reference to the property in question, unless arrangements have been made previously therefore.

4) The appraisers assume that there are no hidden or unapparent conditions of the property which would render it more or less valuable. The appraisers assume no responsibility for such conditions or for engineering which might be required to discover them.

5) Information, estimates, and opinions furnished to the appraisers and contained in this report were obtained from sources considered reliable and believed to be true and correct. However, no responsibility for the accuracy of such items furnished the appraisers can be assumed by them.

6) Disclosure by the appraisers of the contents of this appraisal report is subject to review in accordance with the By-Laws and Regulations of the Appraisal Institute.

7) Possession of this report, or a copy thereof, does not carry with it the right of publication, nor may it be used for any purpose by any but the client without the previous written consent of the appraisers, and then only with proper qualifications.

8) Disclosure of the contents of this appraisal report is governed by the By-laws and Regulations of the Appraisal Institute. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraisers or the firm with which they are connected, or any reference to the Appraisal Institute or the MAI or SRA designations) shall be disseminated to the public through advertising media, news media, sales media, or any other public means of communication, without the prior written consent and approval of the appraisers.

9) The existence of potentially hazardous material or toxic waste, which may or may not be present on the property, was not observed by us, nor do we have any knowledge of the existence of such materials on or in the property. However, we are not qualified to detect such substances. The existence of potentially hazardous material may have an effect on the value of the property. We have assumed that no such materials exist, to the extent that they cause a loss in value. We urge the client to retain an expert in this field if desired.

10) This report assumes that there is full compliance will all applicable federal, state, and local environmental regulations and laws, unless noncompliance is stated, defined, and considered.

11) It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered.

12) It is assumed that all required licenses, consents, or other legislative or administrative authority from any local, state or national government, private entity or organization have been or can be obtained or renewed for any use on which the value estimate is based.

13) The value estimate shown in this report is a projection based on our analysis as of the date of valuation. The value may not be valid in other time periods or as conditions change. Projected mathematical models set forth are based on estimates and assumptions which are inherently subject to uncertainty and variations related to exposure, time, promotional effort, terms, motivation, and other conditions. These models are not represented as indicative of results that will actually be achieved. The value estimate considers the productivity and relative attractiveness of the property only as of the date of valuation set forth in the report.

14) This appraisal is an estimate of value based in part on analysis of information provided to us by our client. We do not assume any responsibility for incorrect analysis because of incorrect or incomplete information. If new information of significance comes to light, the value given in this report is subject to change without notice. The appraisal report itself and the value estimate set forth herein are subject to change if either the physical or legal entity or the terms of financing are different from what is set forth in the report.

15) We reserve the right to alter statements, analyses, conclusions, or any value estimates in this appraisal if any new facts pertinent to the appraisal process are discovered which were unknown when the appraisal report was prepared.

16) The acceptance and use of the appraisal report by the client or any third party constitutes acceptance of the assumptions and limiting conditions set forth in this section. Our liability and that of Howden & Smith Appraisals, LLC, its officers, employees, and contractors is limited to the client only, and to the fee actually received for the services rendered. There is no accountability, obligation, or liability to any third party. If this report is placed in the hands of anyone other than the client, the client shall make such party aware of all assumptions and limiting conditions of the assignment and related discussions. Not withstanding anything to the contrary, the client will forever indemnify and hold the appraisers, the firm, its officers, employees, and contractors harmless from any claims by any third parties related in any way to the appraisal. Third parties include lenders, owners, tenants, successors, assigns, transferees, spouses, limited partners if the client is a limited partnership, and stock holders if the client is a corporation. The appraisers are in no way responsible for any costs incurred to discover or correct any deficiencies of any type present in the property, physically, financially, and/or legally.

INTRODUCTION

Identification of the Subject Property

The subject of this appraisal is vacant land containing approximately 14,696 square feet. The subject is known as ½ of Pino Drive entrance, containing approximately 2,050 square feet and the roadway between Floyd's Rental Center (Lot 1) and the City of Las Vegas Fitness Center, containing approximately 12,646 square feet. It is located on U.S. highway 85 (Grand Avenue) and Pino Drive. The subject is located in Las Vegas, San Miguel County, NM. The subject land is part of a larger parcel identified as Lot 1 on a survey that was provided to us by our client. The survey and legal description of the subject property can be located in the Addenda to this report.

Purpose of the Appraisal

The purpose of the appraisal is to estimate the current fee simple market value of the subject property. The City of Las Vegas intends to purchase the subject parcel (1/2 of entrance and roadway) from the owner of the larger parcel (Lot 1).

Property Rights Appraised

The fee simple estate is being appraised, which is defined as:

> Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.[1]

Definition of Market Value

Market Value is defined as:

> The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:
>
> A) Buyer and seller are typically motivated;
>
> B) Both parties are well informed or well advised, and acting in what they consider their own best interests;
>
> C) A reasonable time is allowed for exposure in the open market;

---

[1] (*The Dictionary of Real Estate Appraisal*, Third Edition, Appraisal Institute, 1993, page 140)

D) Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and

E) The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.[2]

Exposure Time

Inherent in the appraisal is the assumption that if the subject property had been exposed to the market for a period of 2 to 3 years or less prior to the effective date of valuation, it would have been possible for a sale at the market value estimate to have been achieved on the effective date of valuation. Exposure time of two to three years or less prior to sale generally represents the current and recent trends in the segment of the market in which the subject property competes.

Financial Consideration

In this appraisal, market value is estimated in terms of cash.

Intended Use and User of the Appraisal

We understand that our client and intended user, the City of Las Vegas Utilities Department, will use this appraisal as an aid in purchasing the subject land (1/2 of the entrance and the roadway), being part of the larger parcel (Lot 1) to be used for access to the City of Las Vegas Fitness Center. Any use or user other than those specifically mentioned in this paragraph is unintended. The appraisers make no warranty express or implied to any unintended user or for any unintended use.

Date of Inspection and Effective Date of Valuation

The subject property is appraised as of August 27, 2014, the date of inspection.

Date of Report

This appraisal report was completed and submitted to the City of Las Vegas on September 15, 2014.

Standards and Regulatory Requirements

This appraisal was prepared to conform to the standards set forth in the Uniform Standards of Professional Appraisal Practice (USPAP) promulgated by the Appraisal Foundation and in the Standards

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[2] *(Banking Law 12 CRF 34 definition of Market Value.)*

of Professional Appraisal Practice of the Appraisal Institute. This is a summary appraisal report. All applicable approaches in the valuation process have been developed.

Ownership and History

According to the San Miguel County Assessor's office, the owner of the subject parcel is the Floyd's Rental Center. The parcel has been owned by Floyd's Rental Center for many years. To the best of our knowledge, there have been no sales or transfers of the subject property in the past 3 years. We understand our client intends to acquire part of Lot 1 and intends on using the parcel for access to the City of Las Vegas Fitness Center.

Scope of the Report

This appraisal is based upon thorough study of the subject property and the real estate market in which it competes. The data collection process began with research regarding general market conditions, those specific to the subject area, and those specific to vacant land acquisitions. The collected data includes various land sales and market information in the area, and related information.

New Mexico law does not require public disclosure of real estate sale prices or financing terms. Comparable sales information was obtained by interviewing buyers, sellers, real estate brokers, and other market participants. Not all sale information will be available to the appraisers, but all appropriate sales available and able to be verified in the ordinary course of business will be considered. We will use information that is not able to be personally verified when it is considered to be appropriate and in line with the market. Only the sales and information considered to be the most relevant will be reported and analyzed within the report. Further information regarding data collection and analysis is discussed within the various approaches in the valuation section of this report.

Our client, the City of Las Vegas and Ms. Maria Gilvarry, provided us with the majority of information pertaining to the subject including a plat that was used to identify the subject. After collecting and analyzing the data and inspecting the subject property, we completed the appraisal of the subject including a sales comparison approach.

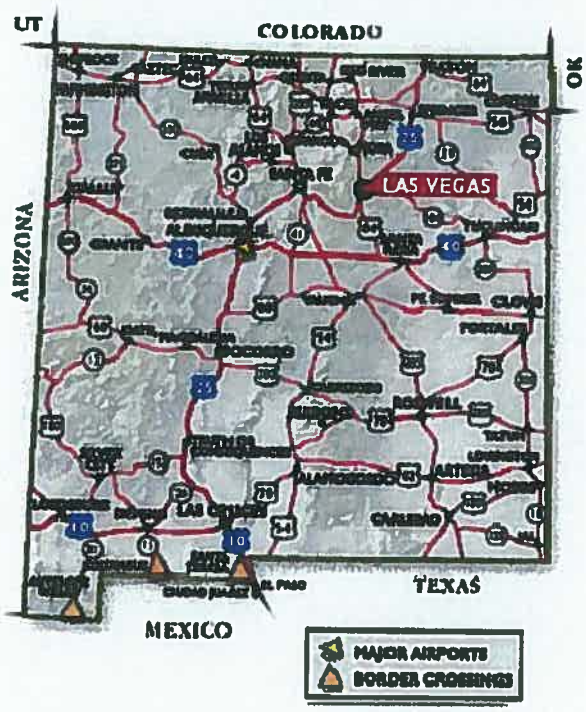
Because the subject property is vacant land, only the sales comparison approach is applicable. There are no improvements, so the cost approach is not appropriate, and vacant land is not typically rented in the market. The exclusion of the cost and income approaches does not affect the reliability of the appraisal. Additional information regarding the scope of work, the highest and best use and sales analyses is contained within the appropriate sections below. The report is in a summary format and the appropriate relevant information regarding the subject property, market and appraisal are stated or summarized and reported herein, along with photographs and mapping deemed relevant to the understanding of this appraisal.

AREA ANALYSIS

The subject property is located in the northeast quadrant of New Mexico, adjacent east of the City of Las Vegas Golf Course. Las Vegas is a small community located in San Miguel County. Las Vegas is approximately 64 miles east of Santa Fe along Interstate 25. Its location is 123 miles northeast of Albuquerque, New Mexico, the state's largest city. It is within the political boundaries of San Miguel County. The terrain of San Miguel County varies widely from 11,800-foot peaks in the rugged Sangre de Cristo Mountains in the western portion, to broad, flat plains of less than 4,000 feet elevation in the east. Between the mountains and the plains is another distinct region known as the Las Vegas Plateau. Due to its location, the local economy has been traditionally based in agriculture, farming and ranching. New business relocations to the area are shifting the emphasis to technology while both tourism and educational institutional services continue to play important roles in the local economy.

Trends and Conclusions

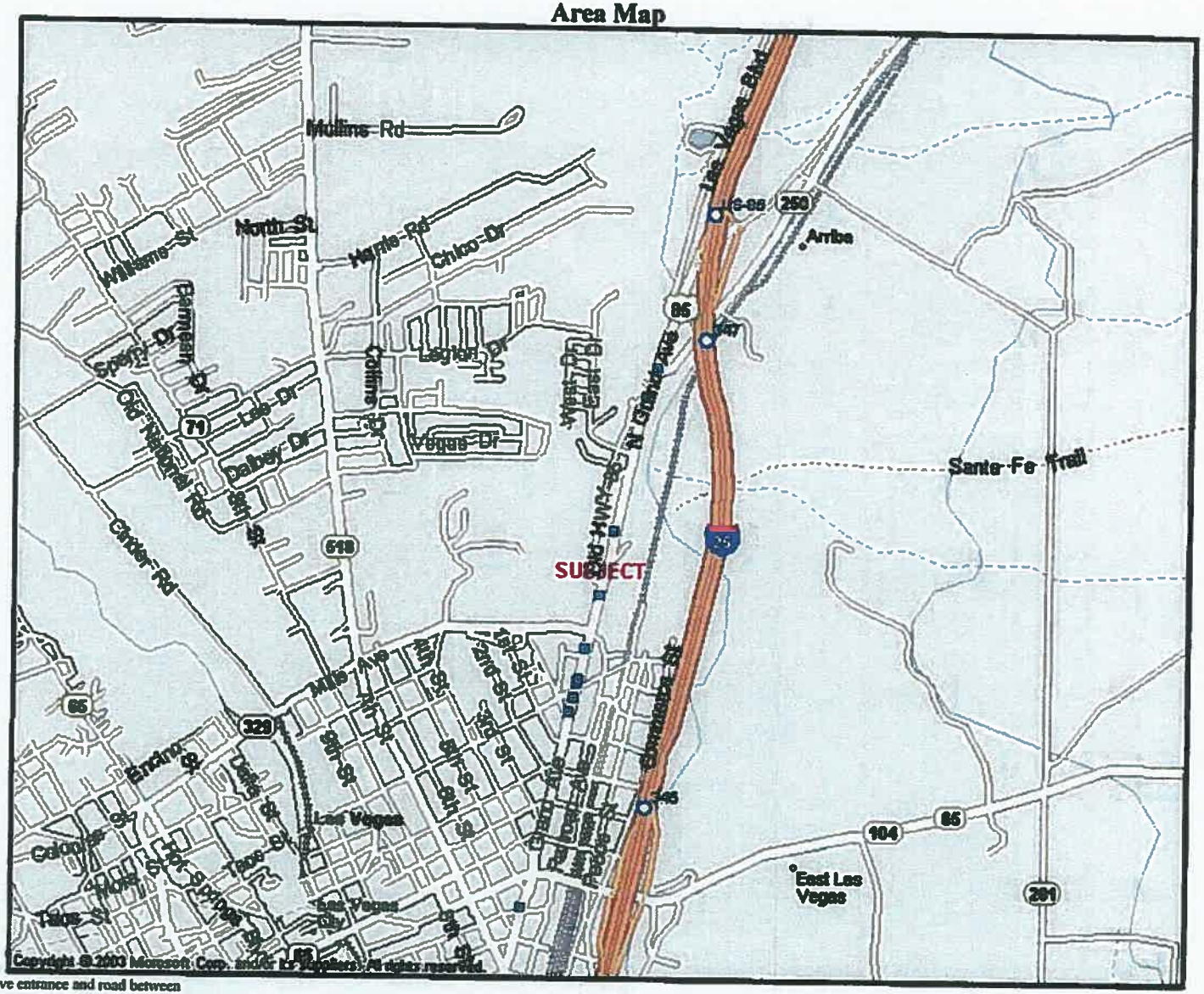
The City of Las Vegas has seen steady, if slow growth, and is the largest town in San Miguel County. The City includes a growing tourist base as well as serves as a stop along the major north/south freeway for travelers between Texas, New Mexico and Colorado. Overall the City and area around it is expected to continue growing into the foreseeable future.



State Map

U T A H
COLORADO
KANSAS
OKLA.
SUBJECT
UNITED STATES
NEW MEXICO
ARIZONA
TEXAS
SONORA
MEXICO
Durango
San Luis
Trinidad
Raton
Farmington
Aztec
Dulce
Tierra Amarilla
Taos
Mora
Clayton
Kayenta
Many Farms
Hopi I.R.
Pinon
Chinle
Sanostee
Kykotsmovi
Second Mesa
Polacca
Ganado
Indian Wells
Window Rock
Gallup
Navajo I.R.
Crownpoint
Cuba
Coyote
Santa Clara
Santa Fe
Las Vegas
Mosquero
Nara Visa
Logan
Channing
Dalhart
Dumas
Stratford
Sunray
Borger
Boise City
Elkhart
Liberal
Guymon
Gruver
Panhandle
Vega
Amarillo
Claude
Canyon
Hereford
Tulia
Silverton
Plainview
Winslow
Holbrook
Zuni
Grants
Rio Rancho
Albuquerque
Estancia
Santa Rosa
Pecos
Tucumcari
Fort Sumner
Clovis
Farwell
Muleshoe
Friona
Portales
Snowflake
St. Johns
Show Low
Springerville
Whiteriver
Fort Apache I.R.
Reserve
Socorro
Carrizozo
San Carlos
San Carlos I.R.
Clifton
Gila Wilderness
Gila National Forest
Silver City
Safford
Truth Or Consequences
White Sands Missile Range
Ruidoso
Roswell
Milnesand
Levelland
Littlefield
Morton
Brownfield
Lubbock
Crosbyton
Floydada
Lockney
Post
Tahoka
Denver City
Lovington
Artesia
Alamogordo
Hobbs
Seminole
Lamesa
Gail
Eunice
Andrews
Big Spring
Stanton
Midland
Odessa
Kermit
Mentone
Monahans
Crane
Rankin
McCamey
Pecos
Jal
Carlsbad
Las Cruces
Lordsburg
Willcox
Deming
Benson
Sierra Vista
Bisbee
Agua Prieta
Guadalupe Victoria
Las Palomas
Ciudad Juárez
Sierra Blanca
Van Horn

Area Map

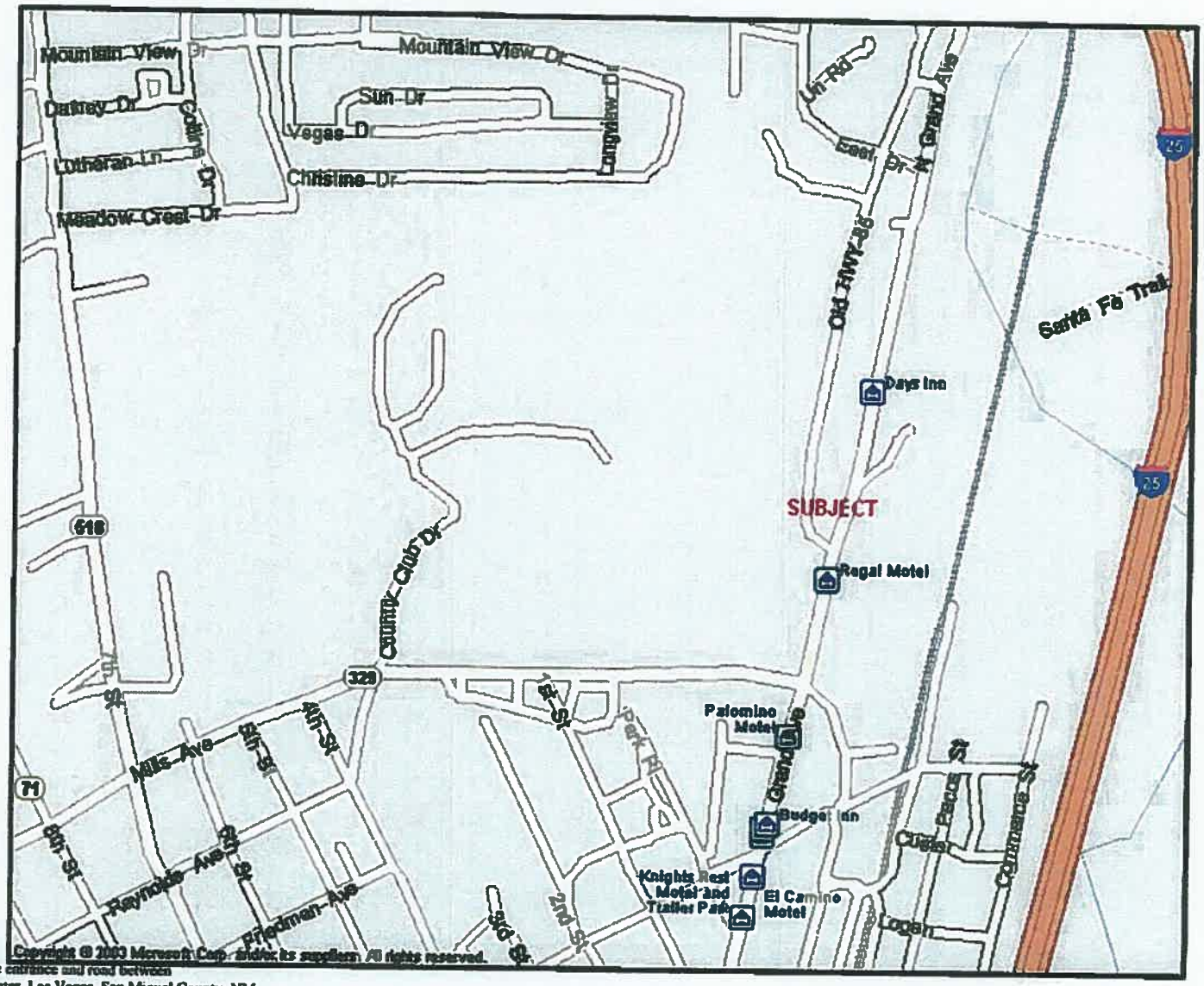


City of Las Vegas, NM
Vacant Land:1/2 of Pino Drive entrance and road between
Floyd's Rental and Fitness Center, Las Vegas, San Miguel County, NM
Ref1:14-074BMN

IMMEDIATE AREA DESCRIPTION AND ANALYSIS

The subject property is located in the northeast area of Las Vegas, NM. The city of Las Vegas, NM is described above. The subject is adjacent to the Gene Torres Golf Course and City of Las Vegas Fitness Center. Most of the area immediately surrounding the subject property is commercial in nature. The area is approximately 50% developed. In the immediate area there are retail service businesses and state agency facilities. The Luna Community College is located within a couple of miles west of the subject. The subject is in very close proximity to Interstate 25.

Neighborhood Map



City of Las Vegas, NM
Vacant Land: 1/2 of Pino Drive entrance and road between
Floyd's Rental and Fitness Center, Las Vegas, San Miguel County, NM
Ref: 14-074BMN

SUBJECT PHOTOGRAPHS
(Taken by Mark Newman on August 27, 2014)

North end of roadway looking south behind fitness center

North end of roadway looking north

SUBJECT PHOTOGRAPHS
(Taken by Mark Newman on August 27, 2014)

South end of roadway looking north

South end of roadway looking south to Pino Drive

SUBJECT PHOTOGRAPHS
(Taken by Mark Newman on August 27, 2014)

Pino Drive entrance from east

Pino Drive entrance from west

SUBJECT PHOTOGRAPHS
(Taken by Mark Newman on August 27, 2014)

N. Grand Ave. northbound

N. Grand Ave. south at Pino Drive

SITE DESCRIPTION AND ANALYSIS

The subject property is identified as a 25' by 82' entrance at Pino Drive and a 25' by 506' road between Floyd's Rental and the Fitness Center which is part of a larger parcel identified as Lot 1. The subject parcel contains approximately 14,696 square feet of land and is identified on the property survey in the addenda of this report. It is located in San Miguel County in the northeast area of Las Vegas, NM. It is adjacent to the Gene Torres Golf Course and City of Las Vegas Fitness Center. The topography of the site is mostly level with a slight slope downward from west to east to U.S. Highway 85 (Grand Avenue). The following discussion briefly addresses the salient points of the site, as it presently exists.

Condition

The subject parcel is part of a larger lot which is occupied by Floyd's Rentals. There are trailers, storage sheds and rental equipment on the larger lot, but the area of the subject has been cleared by the owner. The subject is generally covered with asphalt paving and appears to have good drainage to Grand Avenue, which it fronts. The site does not appear to have been subject to dumping of hazardous, dangerous or other materials.

Size, Shape and Dimensions

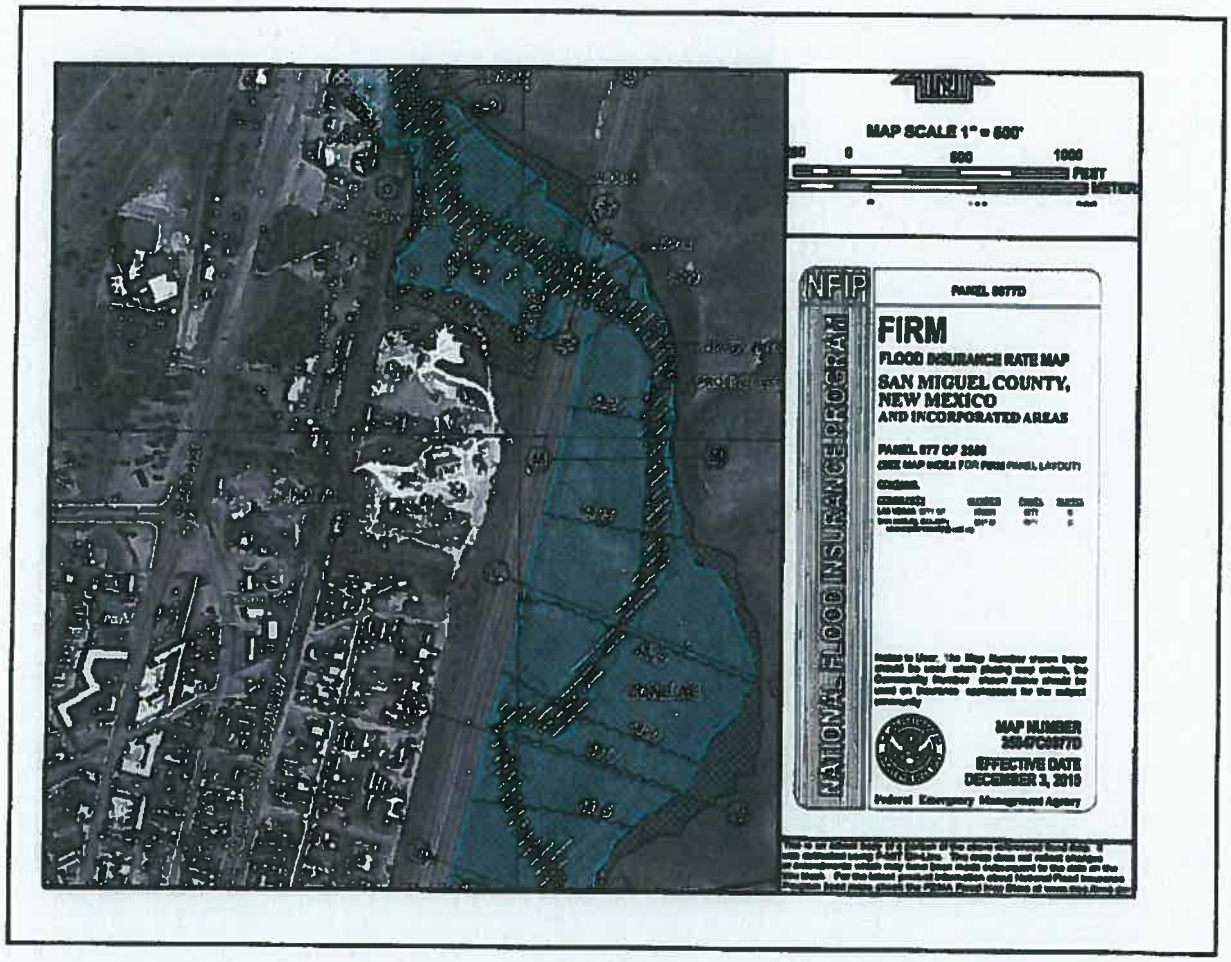
The subject site is an L shaped parcel consisting of two rectangles containing 14,696 square feet. The rectangle constituting ½ of the entrance is approximately 25' in width and 82' in length or 2,050 square feet. The rectangle constituting the roadway is approximately 25' in width and 506' in length or 12,646 square feet. A survey of the subject property is contained within the Addenda of this report.

Access

The subject property currently has access via Grand Avenue and Pino Drive. Grand Avenue (U.S. Highway 85) is two lanes in both directions and is a divided asphalt paved arterial street at the location of the subject. Pino Drive is a two lane asphalt paved access street contained within the subject.

Flood Zone

According to the Flood Insurance Rate Map (FIRM Panel No. 35047C0877D) dated December 3, 2010), the subject property is in an area designed as Zone X, or area outside the 500 year flood plain. The flood map appears on the following page of the report.



Zoning

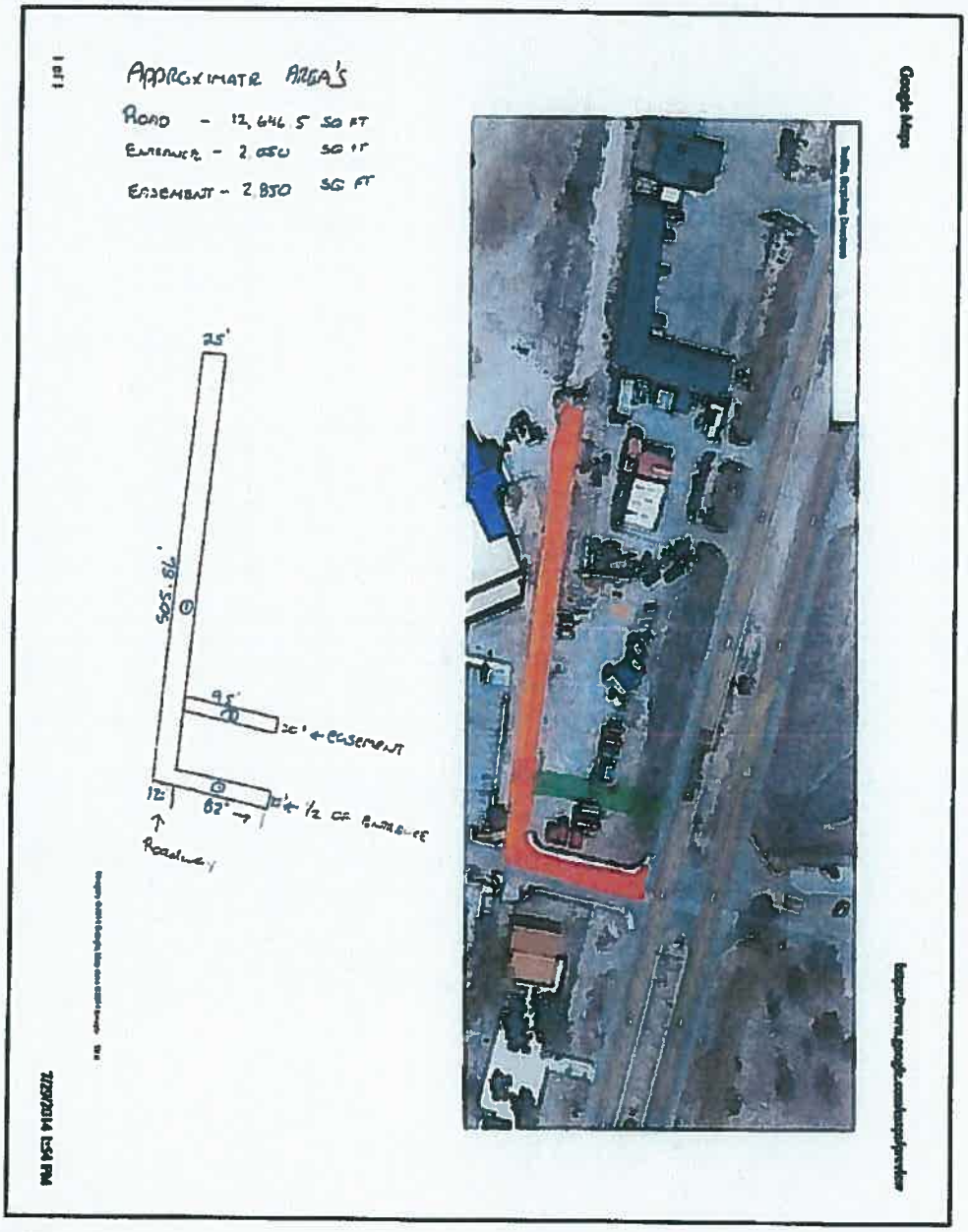
The subject is located in San Miguel County, and has a zoning designation of C for commercial use by the City of Las Vegas. The subject can be used for many different commercial applications.

Property Taxes

According to the San Miguel County Assessor's Office, the subject is part of a larger parcel owned by Floyd's Rental Center containing 1.23 acres identified as UPC#1095094356066173 with the Account #662712. The assessed non-residential land value is $80,041 for the larger parcel. According to the San Miguel County Treasurer, the property taxes for 2013 were $992.60 and the account has no balance due.

Summary

Upon inspection of the site there were no adverse factors relating to zoning, shape, topography, etc., that negatively impact the parcel. The subject is limited by its small width (25 feet) and shape and likely can only be used for the intended purpose or a similar purpose. Although the site has been used for display of storage buildings and rental equipment, it does not appear, through observation and discussion with the client, that dumping of hazardous materials has occurred on the subject.



HIGHEST AND BEST USE

Highest and best use is the foundation of the valuation process. Buyers of real estate are motivated by the benefits they anticipate from ownership. Benefits are maximized by putting a property to a specific use. Highest and best use analysis is the study of the market forces which determine the most profitable, long-term, competitive capacity in which a property can function. It establishes the use which will provide the greatest benefits within the context of market conditions, and it sets the parameters for property valuation. Highest and best use is defined as:

> The *reasonably probable and legal use of vacant land or an improved property which is physically possible, appropriately supported, financially feasible, and that results in the highest value.*[3]

A property's highest and best use must meet four tests: 1) legal permissibility; 2) physical possibility; 3) financial feasibility, and; 4) maximum productivity. The tests are applied in sequence. A use must be legally permissible and physically possible, in order to provide a financial return.

Discussion

The subject property is located in a commercial area of Las Vegas, adjacent to the Gene Torres Golf Course and the City of Las Vegas Fitness Center. It is served by utilities and city water and is zoned for commercial use. It is owned by Floyd's Rentals and has been used to display rental items. The subject of this appraisal consists of a 14,696 square foot parcel that is intended to be used for access to the Fitness Center. The subject is not large enough for commercial development without being a part of the larger parcel. The elimination of the subject from the larger parcel does not appear to negatively affect the continued use of the remainder of the larger parcel, other than reducing it by 14,696 square feet. The larger parcel is still considered of sufficient size to continue being used as a rental center without the subject 14,696 square feet. It is unlikely the subject parcel would be developed for an alternative use as it is limited by its width and shape. It is the intent of the Utilities Department to purchase the subject to be used access the City of Las Vegas Fitness Center. We have determined the highest and best use for the subject parcel is consistent with the intended use by the Utilities Department.

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[3] (*The Appraisal of Real Estate*, 10th Edition, Appraisal Institute, 1992, Page 275.)

EXPOSURE TIME

The concept of Exposure Time is that given professional marketing and appropriate pricing, the subject property should sell within a reasonable time preceding the date of value. This concept differs from "Marketing Time" in that marketing time implies the time from the date of value to a sale. The concept of Exposure Time recognizes that the market for properties changes rapidly, and it is more appropriate to estimate the time it would have taken to sell the property in the more certain past than in the prospective future.

Inherent in the appraisal is the assumption that if the subject property had been exposed to the market for a period of 2 to 3 years or less prior to the effective date of valuation, it would have been possible for a sale at the market value estimate to have been achieved on the effective date of valuation. Exposure time of two to three years or less prior to sale generally represents the current and recent trends in the segment of the market in which the subject property competes.

THE APPRAISAL PROCESS

An appraisal is ordinarily solved through the use of three generally accepted valuation techniques, each having for its foundation an individual valuation concept, and each providing a separate indication of value for the property appraised. The three separately conceived value indications form a zone of reasonability, and through the process known as reconciliation, the final value conclusion is found within this zone.

The first method is known as the Cost Approach and represents the objective concept of value. This concept is predicated on the theory that value is inherent in the object itself, and that value and cost tend to be the same. This method is accomplished by estimating replacement cost new, deducting accrued depreciation from all causes, and adding the resultant depreciated value of the building to the value of the site.

The second method is known as the Income Approach. This approach has for its underlying valuation concept the reasoning that typical prudent purchasers in the market will buy property in accordance with its ability to produce an adequate return on invested capital over a projected holding period. This approach is accomplished by reducing the economic gross income into a net income stream through a series of deductions covering all expenditures necessary to produce the income. The resultant net income stream is converted to value through the use of direct capitalization, or a cash flow analysis which involves the analysis of the income stream over a holding period that is discounted to estimate the present value for the subject property.

The third method is known as the Sales Comparison Approach. The underlying valuation concept for this approach is predicated on the basis that participants in the marketplace act by comparison. This approach is accomplished by comparison of the subject property to sales of reasonably comparable properties and making appropriate adjustments for such factors as the date of sale, physical characteristics, differences in location, and circumstances of the transaction. This method represents the subjective concept of value and is based primarily on the economic principle of substitution, which simply means that if a property is replaceable, its value tends to be set by the cost of acquiring an equally desirable property, assuming no costly delay is involved in making the substitution.

A final step in the appraisal process is the reconciliation of value indications. In the reconciliation, the appraisers consider the relative applicability of each of the three approaches utilized, examine the range between the value indications, and place major emphasis on the one, or those which appear to produce the most reliable and applicable solution to the specific appraisal problem. The purpose of the appraisal, the type of property and the adequacy and reliability of the data are analyzed and these considerations influence the weight to be given to each of the approaches to value. In analyzing the three approaches to value, it can be readily observed that most of the information must be derived from the marketplace.

Because the subject property is vacant land, only the sales comparison approach is applicable. There are no improvements, so the cost approach is not appropriate, and vacant land is not typically rented in the market. The exclusion of the cost and income approaches does not affect the reliability of the appraisal.

THE SALES COMPARISON APPROACH

The sales comparison approach's premise is that value is established directly by the prices paid for properties that the market views as being similar to the subject property in terms of utility and desirability. In the Sales Comparison Approach, sales of properties are documented and analyzed. The prices at which the comparable properties sold are considered, and the various factors that effect value are analyzed. A qualitative analysis is then completed, considering variables in legal, motivational, financial, locational, and physical differences that the market recognizes as being significant. Comparisons made between the sales determine the extent to which the market recognizes each potential difference as being significant, and they establish the basis for the relative importance of each factor. When the process is complete, the sale properties are arrayed against the subject, to find the best fit for the value of the subject within the range of sale prices.

The subject parcel is approximately 14,696 square feet of vacant land. It is located in a partially developed commercial area in the northeast part of Las Vegas, New Mexico. Surrounding properties are developed with similar uses to the subject's current use. It is adjacent to Gene Torres Golf Course and the City of Las Vegas Fitness Center. We have completed the sales comparison approach to estimate a price per square foot that is applicable to the subject property.

Land Sales Data

New Mexico law does not require public disclosure of real estate sale prices or financing terms. Comparable sales information was obtained by interviewing buyers, sellers, real estate brokers, and other market participants. Not all sale information will be available to the appraisers, but all appropriate sales available and able to be verified in the ordinary course of business will be considered. We will use information that is not able to be personally verified when it is considered to be appropriate and in line with the market. Only the sales and information considered to be the most relevant will be reported and analyzed within the report. Further information regarding data collection and analysis is discussed within the various approaches in the valuation section of this report.

To research the market, we interviewed brokers and investors in the area, searched local MLS services and completed internet research. We searched our extensive internal database as well as searched data services that we subscribe to including CARNM, Loopnet, CoStar and the Albuquerque and Santa Fe MLS. We also contacted local appraisers and real estate brokers to enlist their help on locating any and all viable land sales that they might be aware of. Sales activity in Las Vegas for commercial land has been extremely slow during and after the recession in the national economy. After an extensive search of any and all possible sources of sale data, we were able to find and verify one relatively recent sale of a reasonably similar parcel of vacant land and six current listings of similar parcels of vacant commercial land. The sale and listings are illustrated in the following table:

	Address	Date	Price	Size in Sq. Ft.	$ per Sq. Ft.
1	S. Grand Ave south of Alamo St	06/29/2011	$175,000	98,010	$1.79
L1	N. 7th St south of Mills Ave	LISTING	$240,000	140,263	$1.71
L2	Harland Rd and 518 extension of 7th St	LISTING	$360,000	174,240	$2.06
L3	123 S. Grand Ave	LISTING	$850,000	348,480	$2.44
L4	2200 7th Street	LISTING	$650,000	204,732	$3.17
L5	816 S. Grand Ave	LISTING	$400,000	72,745	$5.50
L6	Hwy 250 & East Dr Gehardt Plaza	LISTING	$300,000	43,560	$6.88

The subject has a highest and best use of its intended use as access to adjacent parcels as determined earlier in this report. It will likely never be developed with an alternative use other than an access roadway as it is limited by it small size.

Analysis of Comparable Land Sales

In reviewing the comparable sale and listings to arrive at an estimate of value for the subject, consideration for numerous factors was acknowledged and adjustments applied accordingly. These factors include:

- property rights conveyed
- financing
- conditions of sale
- zoning
- size
- location
- topography
- utilities available

Our Sales Analysis approach is based on the one comparable land sale we were able to locate and six current listings of similar commercial parcels. We believe that the following qualitative factors require analysis to compare to the subject.

Qualitative Analysis Factors

Zoning: The Sale and Comparable Listings all have a similar commercial zoning to the subject. No adjustment is necessary for any differences in zoning.

Location/Access: The old adage in real estate is location is everything. Location plays a key role in the decision to purchase a certain property versus another. Location also plays a significant role in determining the value of vacant land. This factor considers the market area in which the sales compete, including specific locational characteristics such as neighborhood, proximity of services, traffic exposure, etc.

The subject parcel is located on North Grand Avenue, an arterial street in a commercial corridor. It is just north of the intersection of Grand Avenue and Mills Avenue, another arterial street. It is adjacent to Gene Torres Golf Course and the City of Las Vegas Fitness Center. The subject has good visibility from Grand Avenue. The neighborhood is considered good. The subject benefits from close proximity and access to Interstate 25. Proximity of services is considered good. Overall the location of the subject is good for commercial use.

Listing 2, 3 and 4 are all located in similar commercial areas and are within a similar proximity to services when compared to the subject and are considered similar to the subject with respect to location. Sale 1 and Listing 1 are located farther away from services in less active or less developed commercial areas and are therefore considered to be in locations inferior to the subject. Listing 5 is located directly in front of the Holiday Inn Express, an attractive newer motel. The proximity to the motel and its visibility from the interstate will likely benefit a commercial business. Listing 5 is considered superior in location when compared to the subject. Listing 6 is located in a newer commercial development, Gerhardt Plaza, next to the Comfort Inn. It is also considered superior in location when compared to the subject for similar reasons that benefit the location of Listing 5.

Access: Access to the subject is considered good via Grand Avenue, an arterial street in a commercial corridor. The subject also benefits from close proximity and access to Interstate 25.

Listing 1 and Listing 3 are considered to have similar access from similar streets when compared to the subject. Sale 1 is only accessible from South Grand Avenue and is considered to have inferior access to I-25 and is therefore considered inferior in respect to access. Listing 2 and Listing 4 are located on the north side of town farther from I-25 and are also considered inferior to the subject in respect to access. Listing 5 and Listing 6 have direct access to I-25 and the arterial streets that connect to it and are therefore considered superior to the subject in respect to access.

Size: Size was the next consideration. Typically speaking, larger tracts of land sell for a lower per unit value than an equally desirable smaller tract of land based on economies of scale and due to the larger capital outlay involved in purchasing a larger tract of land. Essentially after the minimum utility is reached, the larger size contributes declining additional utility.

The size of the subject roadway and ½ entrance is 14,696 square feet. The sizes of the Sale and Listings are all considerably larger ranging from 43,560 sf to 348,480 sf. The Sale and Listings do not necessarily support the theory of economies of scale, meaning a discount should apply to larger qualities, as the largest Listing has smaller sized parcels priced both above and below it on a price per unit basis.

Another consideration is the very small size of the subject and whether it is considered large enough for commercial use other than its intended use which we established earlier is unlikely.

In light of these factors, the appraisers consider the subject to be superior to the Sale and Listings as even at its small size, market evidence indicates that its value should be similar or higher than larger parcels with respect to the affect size plays in the price of vacant land.

Topography and Shape: In addition to affecting the useable land, topography affects the development costs. More difficult topography increases the cost for development. The subject has mostly level terrain with a slight slope. Although the Sale and some of the Listings have a more level terrain, the parcels generally have some slope and the slope of the subject does not impede its intended use. We consider the Sale and Listings to be similar to the subject with respect to topography.

Utilities: The availability of and cost to connect to utilities such as electricity, gas and water was considered for each of the comparable sales and how they compare to the subject parcels.

The subject and Sale/Listings all have similar access to utilities and services.

The table on the following page illustrates our comparison and analysis of the subject with respect to the Sale and Listing comparables.

No	Location	Sale Date	Price	Size In Square Ft.	Price/SF	Location	Access	Size	Overall
1	S. Grand Ave south of Alamo St	06/29/2011	$175,000	98,010	$1.79	Inferior	Inferior	Inferior	Inferior
L1	N. 7th St south of Mills Ave	LISTING	$240,000	140,263	$1.71	Inferior	Similar	Inferior	Inferior
L2	Harland Rd and 518 extension of 7th St	LISTING	$360,000	174,240	$2.06	Similar	Inferior	Inferior	Inferior
L3	123 S. Grand Ave	LISTING	$850,000	348,480	$2.44	Similar	Similar	Inferior	Similar
L4	2200 7th Street	LISTING	$650,000	204,732	$3.17	Similar	Inferior	Inferior	Inferior
L5	816 S. Grand Ave	LISTING	$400,000	72,745	$5.50	Superior	Superior	Inferior	Superior
L6	Hwy 250 & East Dr Gehardt Plaza	LISTING	$300,000	43,560	$6.88	Superior	Superior	Inferior	Superior
			Average	154,575	$3.36				

Conclusion

Sale 1, Listing 1 and Listing 2 are considered inferior overall to the subject, indicating a value estimate greater than $2.06 per square foot for the subject. Our analysis indicates a value similar to Listing 3 at $2.44 psf. Additional evidence indicates a value above Listing 4 at $3.17 and below Listing 5 at $5.50 psf.

Based on the fact that the subject parcel has limited utility due to its small size and its shape, we conclude at a value estimate of $3.00 per square foot for the subject entrance and roadway.

We have estimated a per square foot value of the subject to be $3.00 per square foot. The subject ½ entrance is 2,050 square feet. Therefore, 2,050 sf X $3.00 psf = $6,150. The subject roadway is 12,646 square feet. Therefore, 12,646 sf X $3.00 psf = $37,938. The subject ½ entrance and roadway together are 14,696 square feet. Therefore, $3.00 X 14,696 square feet = $44,088 rounded to $44,000.

Based on our analysis, it is our opinion that the market value for the fee simple interest of ***the Subject Parcel containing 14,696 square feet,*** as is, as of August 27, 2014, is **$44,000.**

***** FORTY-FOUR THOUSAND DOLLARS*****
($44,000)

RECONCILATION AND CONCLUSIONS

The current fee simple market value of the subject property was estimated using the sales comparison approach to value. The value opinion developed in the approach is as follows:

The Sales Comparison Approach supports a fee simple market value for the subject property as of August 27, 2014 of $3.00 per square foot. 14,696 square feet X $3.00 is equal to $44,088, rounded to $44,000.

The sales comparison approach was supported by comparison with one relatively recent sale and 6 current listings of similar commercial vacant land sites. The comparisons were supported with market data. Overall the sales comparison approach provided a reliable and well supported opinion of value.

Based upon the information in this appraisal and the knowledge and experience of the appraisers, our final opinion of the fee simple market value of the subject property, as of August 27, 2014, is:

***** FORTY-FOUR THOUSAND DOLLARS*****
($44,000)

Inherent in the appraisal is the assumption that if the subject property had been exposed to the market for a period of 2 to 3 years or less prior to the effective date of valuation, it would have been possible for a sale at the market value estimate to have been achieved on the effective date of valuation. Exposure time of two to three years or less prior to sale generally represents the current and recent trends in the segment of the market in which the subject property competes.

CERTIFICATION

We certify that, to the best of our knowledge and belief:

1) We have no personal present or prospective interest or bias with respect to the subject matter of this appraisal report and we have no personal interest or bias with respect to the parties involved.

2) The statements of fact contained in this appraisal report, upon which the analyses, opinions and conclusions expressed herein are based, are true and correct.

3) The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, unbiased professional analyses, opinions, and conclusions.

4) The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Appraisal Institute's Code of Professional Ethics and Standards of Professional Appraisal Practice, which include the Uniform Standards of Professional Appraisal Practice.

5) No one provided significant professional assistance to the persons signing this report. The value conclusion as stated herein is solely the responsibility of the undersigned.

6) The undersigned personally inspected the property that is the subject of this appraisal report.

7) Our compensation for completing this assignment is not contingent on the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

8) Our engagement in this assignment was not contingent upon developing or reporting predetermined results.

9) As of the date of this report, John F. Howden has completed the continuing education program of the Appraisal Institute and of the State of New Mexico. Mark Newman has completed the continuing education program of the State of New Mexico.

10) The appraisal assignment was not based on a requested minimum valuation, a specific valuation, or approval of a loan.

11) The use of this appraisal report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

12) The appraisal report conforms to our understanding of the instructions of our client, The City of Las Vegas, New Mexico Utilities Department.

13) We have performed no services, as appraisers or in any other capacity, regarding the property that is the subject of this report within the three year period immediately preceding acceptance of this assignment.

Based upon the information in this appraisal and the knowledge and experience of the appraisers, our final opinion of the fee simple market values of the subject property, as of August 27, 2014, is:

***** FORTY-FOUR THOUSAND DOLLARS*****
($44,000)

Inherent in the appraisal is the assumption that if the subject property had been exposed to the market for a period of 2 to 3 years or less prior to the effective date of valuation, it would have been possible for a sale at the market value estimate to have been achieved on the effective date of valuation. Exposure time of two to three years or less prior to sale generally represents the current and recent trends in the segment of the market in which the subject property competes.

JOHN F. HOWDEN, MAI

MARK NEWMAN, ASSOCIATE

QUALIFICATIONS OF THE APPRAISER
John F. Howden, MAI

GENERAL EDUCATION:

New Mexico Military Institute, HS, JC. Stanford University, BA.

SPECIAL EDUCATION:

Real Estate Law I, II (University of Wisconsin), 1969. Real Estate Principles (US Savings & Loan League), 1971-72. Title insurance (NM Real Estate Institute), 1989. Water Rights (NM Real Estate Institute), 1989

Society of Real Estate Appraisers Courses

Introduction to Appraising Real Property (101), 1972. Principles of Income Property Appraising (202), 1974. R-2 Examination, 1974. Investment Feasibility Analysis, Cash Flow and Risk Analysis, Market and Marketability Analysis, 1985.

American Institute of Real Estate Appraisers Courses

Real Estate Investment Analysis (VI), 1979. Examination, Urban Properties (II), 1979. Comprehensive Examination, 1980. Market Analysis, 1986. Computer Assisted Investment Analysis, 1987.

Appraisal Institute Courses

Uniform Standards of Professional Appraisal Practice, Parts A & B, 1991; 1995. Uniform Standards of Professional Appraisal Practice, Part C, 1999.

CCIM Course

CI 101 - Financial Analysis for Commercial Investment Real Estate, 2002.

SEMINARS:

Society of Real Estate Appraisers

Introduction to Income Property Appraisals, 1974. Introduction to Mortgage-Equity, 1974. Narrative Report Writing, 1974. Tax Considerations in Real Estate Transactions, 1976. Partial Interest Analysis, 1983. R41c and the Appraiser, 1987.

American Institute of Real Estate Appraisers

FNMA Seminar, 1974. Professional Practices and Conduct, 1981, 1989. Subdivision Analysis, 1983. Introduction to the Valuation of Hotels and Motels, 1984. R41-b Seminar, Midland Texas, 1985.

Appraisal Institute

Appraisal Regulations of the Federal Banking Agencies, 1991. Feasibility Analysis, Non-Residential, 1991. Easement Valuation, 1991. Rates, Ratios, and Reasonableness, 1992. Legal Liabilities of Appraisers, 1992. Subdivision Analysis, 1994. USPAP Update, 1994. Dynamics of Office Building Valuation, 1995. Special Purpose Properties, 1996. Tomorrow's Appraiser, 1996. Electronic Commerce: Laws, Ethics and Real Estate, 1997. Nevada Real Estate Appraisal Statutes, 1997. Water Rights in New Mexico, 1997. Eminent Domain and Condemnation Appraising, 1997. Appraisal of Nonconforming Uses, 1999. REITS and the Role of the Real Estate Professional, 1999. Conservation Easements, 2001. National USPAP Course, 2003.

Other

Instructor and participant, Eminent Domain in New Mexico, Lorman Education Services, 2002.

PROFESSIONAL DESIGNATIONS

Member, Appraisal Institute (MAI), Certificate Number 6108 (Prior to the Unification of the American Institute of Real Estate Appraisers and the Society of Real Estate Appraisers, I was also a Senior Real Property Appraiser [SRPA] member of the Society of Real Estate Appraisers.)

STATE CERTIFICATION:

Certified General Appraiser, State of New Mexico (No. 96)

EXPERIENCE:

Licensed Real Estate Agent (New Mexico), 1969-1992. Staff Appraiser, Albuquerque Federal, 1971-1975. Independent Fee Appraiser, 1975-Present.

Qualified Expert Witness, District Courts, States of New Mexico and Utah, U.S. District Court in New Mexico, and Bankruptcy Courts in New Mexico, Arizona, New Jersey, and Illinois.

PROFESSIONAL CLIENTS:

Realty Mortgage & Investment Company, First Federal Bank, Compass Bank, First State Bank, Los Alamos National Bank, Bank 1st, Heller Financial, Ranchers Banks, other mortgage lenders, City of Albuquerque, New Mexico State Highway and Transportation Department, Internal Revenue Service, US Department of Justice, Federal Deposit Insurance Corporation, US Postal Service, US Army Corps of Engineers, Chevron USA, Texaco, attorneys and private clients.

TYPES OF PROPERTIES APPRAISED:

All types of Urban Properties including: Apartment Buildings, Office Buildings, Shopping Centers, Retail Stores, Subdivisions, Warehouses and Industrial Properties, Subdivision Analysis, Recreational Facilities, Hotels and Motels. Located throughout New Mexico and Nevada.

PROFESSIONAL ACTIVITIES:

Board of Directors, SREA Chapter 114, 1975-79 and 1983-85. Member, Admissions and Guidance Committee, SREA, 1975-76. Chairman, Admissions and Guidance Committee, SREA, 1978-81. Vice-President, SREA Chapter 114, 1976-77. President, SREA Chapter 114, 1977-78 and 1982-83. Chairman, Candidate Guidance, AIREA Chapter 39, 1981-83. Member, AIREA Regional Ethics Administration, and Review and Counseling Panel, 1982-1989. Member, Chapter 114, SREA Ethics Committee, 1981-85 and 1987-1990. Legislation Committee Chairman, SREA Chapter 114, 1989-1990. President, Rio Grande Chapter Appraisal Institute, 1991-1992. Member, Board of Directors, Appraisal Institute, 1995-1996. Finance Officer, Region VIII Appraisal Institute, 1996-1998. Chairman, Education Committee of the New Mexico State Real Estate Appraisers Board, 1992-present. Complaint Committee member, New Mexico Real Estate Appraisers Board, 2003. Member, New Mexico Real Estate Appraisers Board, 2003-2010.

QUALIFICATIONS OF THE APPRAISER

Name: Mark A. Newman
Business Address: John F. Howden & Associates, Inc.
8429 Washington Place NE, Suite A
Albuquerque, NM 87113

State of New Mexico Apprentice Appraiser, License Number 3310-G, New Mexico Real Estate Appraisers Board and the New Mexico Real Estate Commission, issued July 25, 2007; Expires April 30, 2015.

Related Professional Experience

February 2007 – Present:
Junior Analyst and Appraiser
John F. Howden & Associates, 8429 Washington Place NE, Suite A, Albuquerque, NM 87113.
Responsibilities included the development and preparation of appraisals and market research and maintenance of comparable sales database.

Education

Bachelors of Business Administration: Marketing concentration, from The University of New Mexico, Albuquerque, New Mexico. May 1990. Presidential Scholar.

Appraisal Courses

University of New Mexico:
37410 FQA Foundations of Real Estate Appraisal – 10/07/2006.
37412 FQA Uniform Standards of Professional Appraisal Practice – 10/21/2006
37411 FQA Appraising the Single Family Residence 12/02/2006
State of New Mexico Regulation and Licensing Department
License Renewal Update Course-State of New Mexico 2/11/2011
Appraisal Institute:
AI403G Course/Exam: General Appraiser Income Approach I 2/15/2009
AI404G Course/Exam: General Appraiser Income Approach II 3/17/2010
AII400 Course:7-Hour National USPAP Update Course
AI401G Course/Exam: General Appraiser Sales Comparison Approach 4/02/2011
AI402G Course/Exam: General Appraiser Site Value & Cost Approach 4/06/2011
McKissock School:
General Appraiser Market Analysis/Highest and Best Use Course/Exam 12/23/2011
Expert Witness for Commercial Appraisers Course/Exam 2/2/2012
Commercial Appraisal Review Course/Exam 3/23/2012
Statistics, Modeling and Finance Course/Exam 4/27/2012
General Appraiser Report Writing and Case Studies Course/Exam 5/1/2012
Kaplan School:
USPAP 2012-2013 Update Course 3/19/2013
Real Estate Green Course 3/20/2013
Easements Course 3/20/2013

Professional Affiliations

Appraisal Institute – Associate Member

TYPES OF PROPERTIES APPRAISED:

Industrial Properties, Warehouses/Flex, Office Buildings, Office Condominiums. Residential Condominiums, Proposed and Existing Subdivisions, Retail Buildings, Restaurants, Shopping Centers, Auto Dealerships, Hotels, Proposed Construction, Car Washes, Parking Lots, Rural and Urban Vacant Land, Single Family Houses. 3/14

ADDENDA

Land Sale No. 1

Property Identification	
Record ID	2817
Property Type	Vacant Land, Commercial
Property Name	South Grand Avenue
Address	South of Alamo Street, Las Vegas, San Miguel County, New Mexico 87701
MSA	Las Vegas
Sale Data	
Sale Date	June 29, 2011
Property Rights	Fee Simple
Conditions of Sale	Arm's Length
Verification	Katharine Duke; 505 429-1523, Mark Newman, 505 830-3022, September 08, 2014; Other sources: Loopnet 2168494
Sale Price	$175,000
Cash Equivalent	$175,000
Land Data	
Zoning	C, Commercial
Topography	Level
Utilities	All to site
Land Size Information	
Gross Land Size	2.250 Acres or 98,010 SF
Front Footage	351 ft Grand Avenue
Indicators	
Sale Price/Gross Acre	$77,778
Sale Price/Gross SF	$1.79

Land Listings

20110454 Printable Flyer

http://nmmlsdx.com/printable_flyer.php?site_id=180&mls=20110454

L1

For more information on this listing, please contact...

Home and Land Professionals
505-425-9074
homeandland@cybermesa.com

Price:	$240,000
MLS #:	20110454
Class:	Land
Status:	Active
Type:	Commercial
# of Acres:	3.22
Sale/Rent:	For Sale
Address:	000 N. Seventh Street
City:	Las Vegas
County:	San Miguel County
Area:	Las Vegas
State:	NM
Zip:	87701

171

Description
Frontage on Seventh Street north of the Enchanted Hills Mobile Home Park. Good access for your busines, close to town.

QR Code

Acres (Break-Down)
Acres-deeded:
- 3.218

Property Details
Improvements:
- Fence

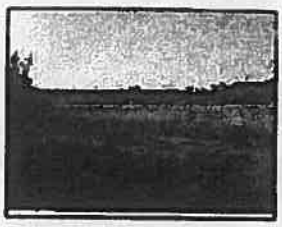
Lot Dimensions:
- 3.218

Topography:
- Flat

Utilities
Electric:
- On-site
- Overhead

Water:
- City

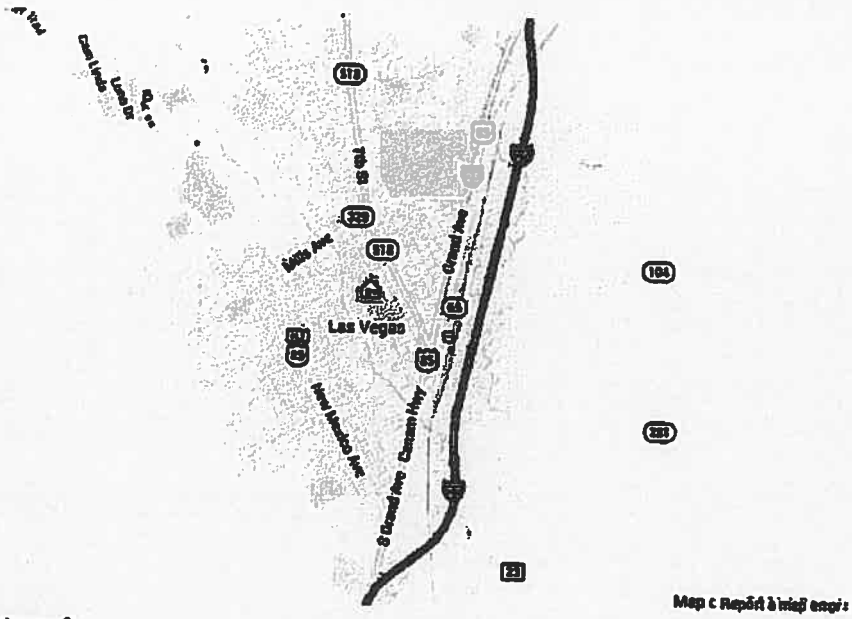
Zoning
Zoning:
- Commercial



1 of 2

9/8/2014 9:29 AM

City of Las Vegas, NM
Vacant Land 1/2 of Pino Drive entrance and road between
Floyd's Rental and Fitness Center, Las Vegas, San Miguel County, NM
Ref: 14-074BMN



Listing courtesy of:
Michael Gregory, Jr R. E.
Mary Demlow

For more information on this listing, please contact...

Home and Land Professionals
505-425-9074
homeandland@cybermesa.com

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New Mexico IDX Multi-Board M.L.S

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L2

6 Harland Raod and #518 Extension of 7th Street, Las Vegas, NM 87701

Property Details

Price	$360,000
Lot Size	4 AC
Price/AC	$90,000 /AC
Property Type	Land
Property Sub-type	Commercial/Other (land)
Features	Electricity/Power - PNM Water - City of Las Vegas Telephone - Century Link Gas/Propane
Status	Active

$2.00

Property Notes

Katherine D

425 1978

Lots

#	Price	Size	Price/Size	Description
1	$360,000	4 AC	$90,000 /AC	There are 50 acres total the front acreage is price at $90,000. Back acreage is less.

Property Description

Walmart 2609 7th St

Development of retail area. Good location near PNM Solar Farm and other retailers Tractor Supple,Walmart, Beals.

Location Description

Located on Harland Raod and #518 Extension of 7th Street

Photos

©2014 Rodger Smith Providen & Smith Appraisals LLC

L-3

[illegible] Grand Ave, Las Vegas, [illegible]

Property Details

Price	$850,000
Lot Size	8 AC
Price/AC	$106,250 /AC
Property Type	Land
Property Sub-type	Commercial/Other (land)
Additional Sub-types	Industrial (land) Multifamily (land) Retail (land)
Features	Electricity/Power Water Telephone Gas/Propane
Status	Active

2.44/sf

Property Notes

Collins NM
[illegible] Hertweck 505 880 7022
Jeanette Carrillo 7049

Lots

#	Price	Size	Price/Size	Description
1	$850,000	8 AC	$106,250 /AC	

Property Description

Property can be subdivided 300' frontage on Grand Ave. with 2 curb cuts Neighborhood access Potential uses include: Retail, C-Store, Industrial, Apartments, Hotel/Motel, Assisted Living, Mobile Home Park or Storage Facility

Location Description

Great mixed use development opportunity Well located on Grand Ave. with easy access to I-25

C-3

6.00/front (3ac)
2.50/2.75 Back

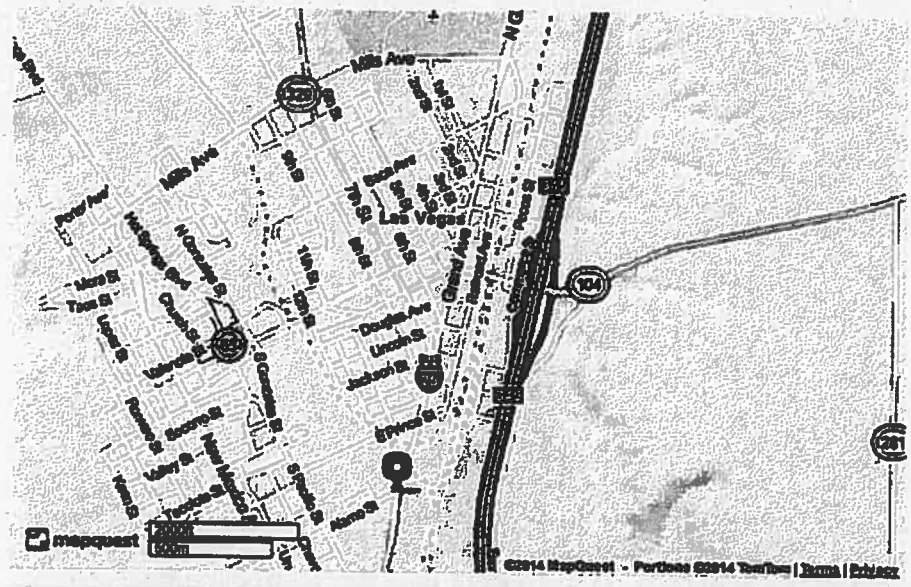
Mrk 3 mo.
Calls

2020 Hodges Smith Howden & Smith Appraisals LLC

Notes

mapquest

Map of:
123 S Grand Ave
Las Vegas, NM 87701-3868



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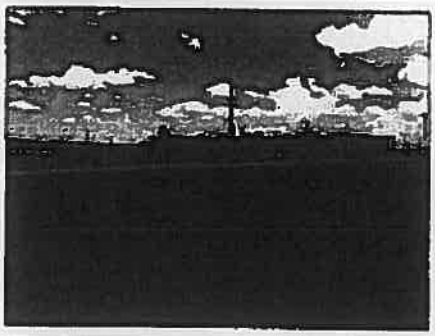
City of Las Vegas, NM
Vacant Land:1/2 of Pino Drive entrance and road between
Floyd's Rental and Fitness Center, Las Vegas, San Miguel County, NM
Ref1:14-074BMN

L-4

For more information on this listing, please contact...

Home and Land Professionals
505-425-9074
homeandland@cybermesa.com



Price:	$660,000
MLS #:	20142713
Class:	Land
Status:	Active
Type:	Commercial
# of Acres:	4.70
Sale/Rent:	For Sale
Address:	2200 7th street
City:	Las Vegas
County:	San Miguel County
Area:	Las Vegas
State:	NM
Zip:	87701

3.17

QR Code

Acres (Break-Down)
Acres-deeded:
- 00

Acres-orchard:
- 00

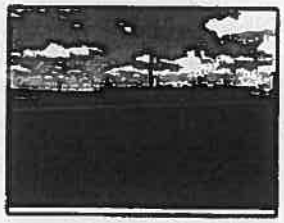
Property Details
Home Y/n:
- No

Topography:
- Gradual Slope

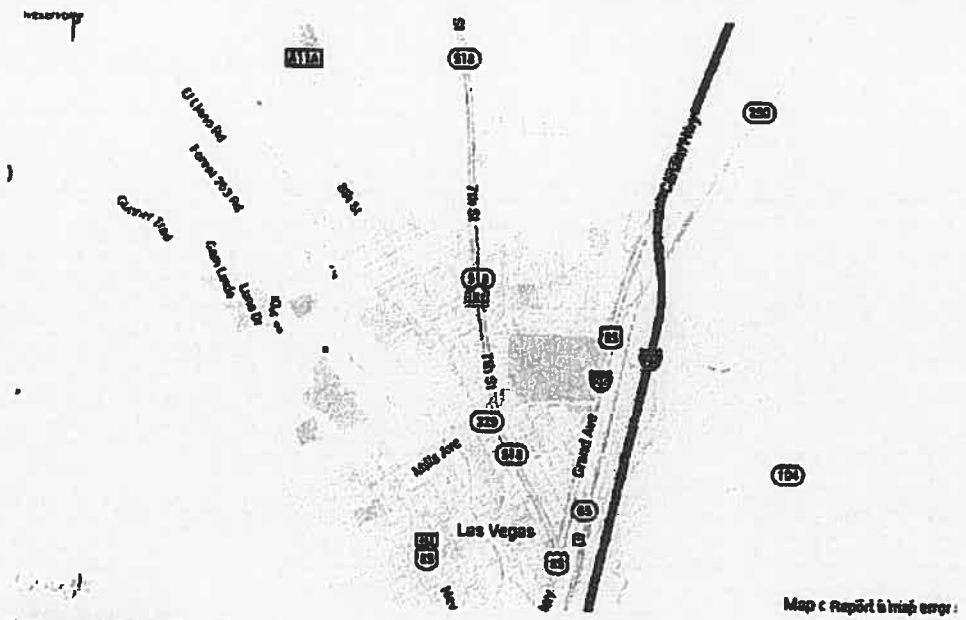
Water Rights
Water Rights Y/n:
- Yes

Utilities
Electric:
- Near-site

Water:
- City



City of Las Vegas, NM
Vacant Land 1/2 of Pino Drive entrance and road between
Floyd's Rental and Fitness Center, Las Vegas, San Miguel County, NM
Ref# 14-074BMN



Listing courtesy of:
Trujillo Real Estate
Max Trujillo

For more information on this listing, please contact...

Home and Land Professionals
505-425-9074
homeandland@cybermesa.com

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New Mexico IDX Multi-Board MLS

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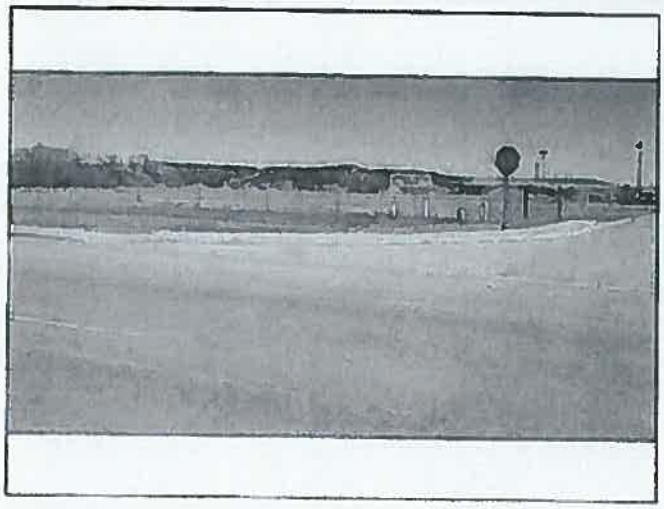
Prepared for
9/3/2014 L5

Presented by Rodger Smith
Howden & Smith Appraisals, LLC
(505) 830-3022
riccarda.smith@gmail.com

Properties for Sale

1 816 South Grand Ave, Las Vegas, NM 87701



Property Details

Price	$400,000
Lot Size	1.67 AC
Price/AC	$239,520.96 /AC
Property Type	Land
Property Sub-type	Retail (land)
Features	Electricity/Power Water Telephone Cable Gas/Propane
Status	Active

$5.50/sf

Property Notes

Lots

#	Price	Size	Price/Size	Description
1	$400,000	1.67 AC	$239,520.96 /AC	

Property Description

Vacant, flat, level land waiting to be developed , directly in front of the Holiday Inn Express in Las Vegas. 1.67 acres all utilities are on the property. Curbs and driveway entrances, zoned for gas station or other retail business. Also have a LIQUOR LICENSE if desired for additional amount that can be operated at this site.

Map on Lap net
Shows Ext 3 4/3

(800) S. Grand
Betw Tiden St. &
E. Jackson

Holiday Inn Exp
816 S. Grand

Lm 9/3
Ken Ross
505 617 0415

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LoopNet - Vacant Land in Front of Holiday Inn, Retail (land), 816 Sout... http://www.loopnet.com/xNet/MainSite/Listing/Profile/Profile.aspx?L...

L5

For Sale For Lease Sales Comps Property Records Find a Broker Add Listing Rodger Smith 1

Connecting Commercial Real Estate™

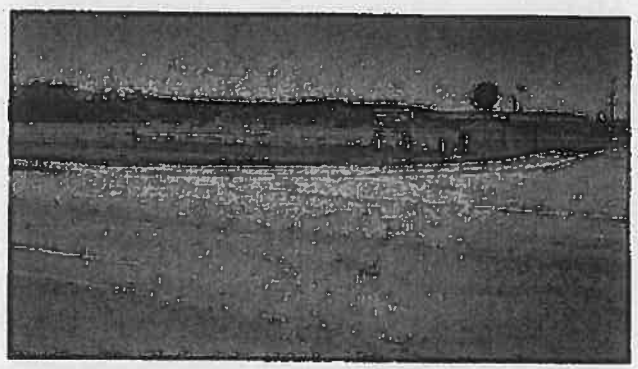
Back to Search Results Previous Result 6 of 7 Next Result

Vacant Land in Front of Holiday Inn

816 South Grand Ave, Las Vegas, NM 87701

$400,000

1.67 AC | Land | Get Financing



Presented by
Company Not Provided

Request Additional Information

Kenny Ross
(505) 617-6423

Please send an additional information about this property. You can reach me at (505) 636-3022.

Contact Listing Broker

Similar Listings

Orchard Plaza
Las Vegas, NM
$300,000
1 AC

Land For Sale

Price:	$400,000	Property Sub-type:	Retail (land)
Lot Size:	1.67 AC	Listing ID	16283184
Property Type:	Land	Last Updated	27 days ago

Find Out More...

Is this listing inaccurate? Report Listing Error

Utilities

- Electricity/Power
- Telephone
- Gas/Propane
- Water
- Cable

1 Lot Available

Lot 1	Price:	$400,000
	Lot Size:	1.67 AC
	Price/AC:	$239,520.96
	Lot Type:	Retail (land)
	APN / Parcel ID:	I-25 and Grand Ave

1 of 2 9/3/2014 10:12 AM

Description

Vacant, flat, level land waiting to be developed , directly in front of the Holiday Inn Express in Las Vegas. 1.87 acres all utilities are on the property. Curbs and driveway entrances, zoned for gas station or other retail business. Also have a LIQUOR LICENSE 8 desired for additional amount that can be operated at this site.

Exit 347 Las Vegas NM

Map of 816 South Grand Ave, Las Vegas, NM 87701 (San Miguel County) Hide Map

Research for 816 South Grand Ave, Las Vegas, NM 87701 (San Miguel County)

- Demographics – Population, income & other demographics near 816 South Grand Ave
- Research Price – Recent sales of similar properties
- Property Record Data – Historical listings, current tax, mortgage, owners & tenant info for this building

Contact Listing Broker to find out more details.

Created 6/5/2013

The information above has been obtained from sources believed reliable. While we do not doubt its accuracy we have not verified it and make no guarantee, warranty or representation about it. It is your responsibility to independently confirm its accuracy and completeness. Any projections, opinions, assumptions, or estimates used are for example only and do not represent the current or future performance of the property. The value of this transaction to you depends on tax and other factors which should be evaluated by your tax, financial, and legal advisors. You and your advisors should conduct a careful, independent investigation of the property to determine to your satisfaction the suitability of the property for your needs. TO-DOC

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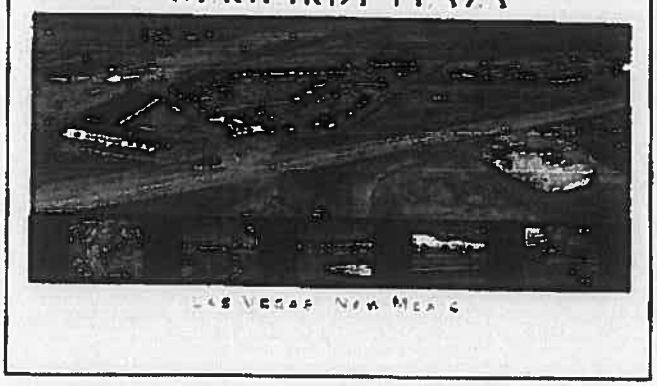
L 6



Property Details

Price	$300,000
Lot Size	1 AC
Price/AC	$300,000 /AC
Property Type	Land
Property Sub-type	Commercial/Other (land)
Features	Electricity/Power Water Telephone Cable Gas/Propane
Status	Active

6.88

Property Notes

Katherine Duke

729-1523

Lots

#	Price	Size	Price/Size	Description
1	$300,000	1 AC	$300,000 /AC	Gerhart Plaza has around 19 + ac res that can be developed. Frontage parcel next to the Comfort Inn prime. We can cut out as much land is needed.

Property Description

Gerhardt Plaza Located on the North End of Las Vegas, NM next to the Comfort Inn. Plaza property sits right off exit 347. When fully developed Gerhardt Plaza could have retail, food, entertainment, office ,retail,gas station, and several Franchise. At present there is no infastructure in place. Architecture should have modern and esthetic atmosphere and follow though the Development. Price/SF is $7.50 on the front and $6.50 on the back lots.

326K/Ac 283K/Ac

Location Description

Las Vegas, NM is located in the Northern Part of the state. The location of the Development has easy access of I 25 Interestate One hour from Santa Fe, two hours from Albequerque, and about 6 hours from Denver.

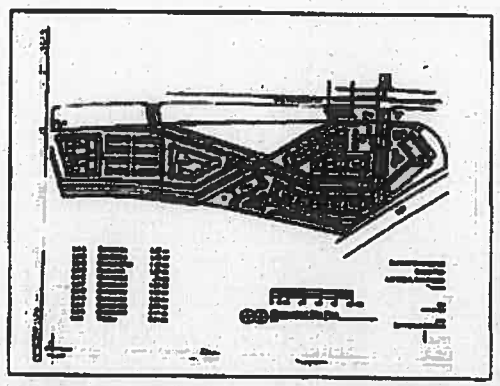
Highlights

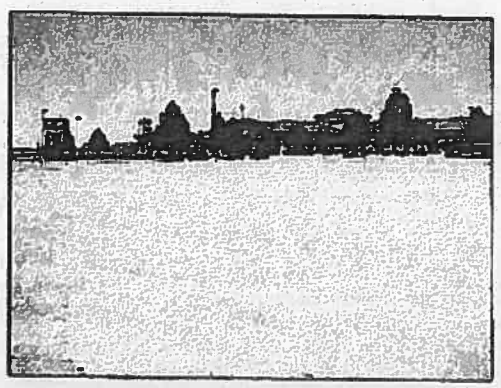
Great location for a combo gas station, liquor, and Franchise

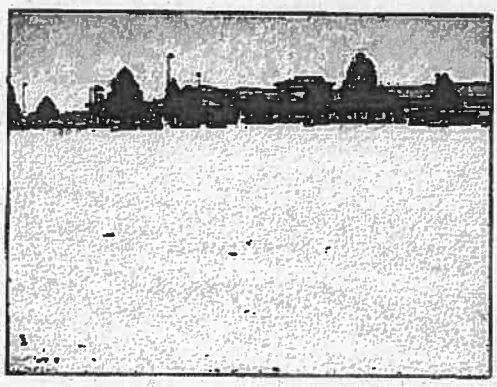
Three new hotels 2007 Holiday Inn 2008 Quinta and Best Western

Las Vegas is the main town for areas in a 50 mile radius to the South and 100 mile to the North

Photos







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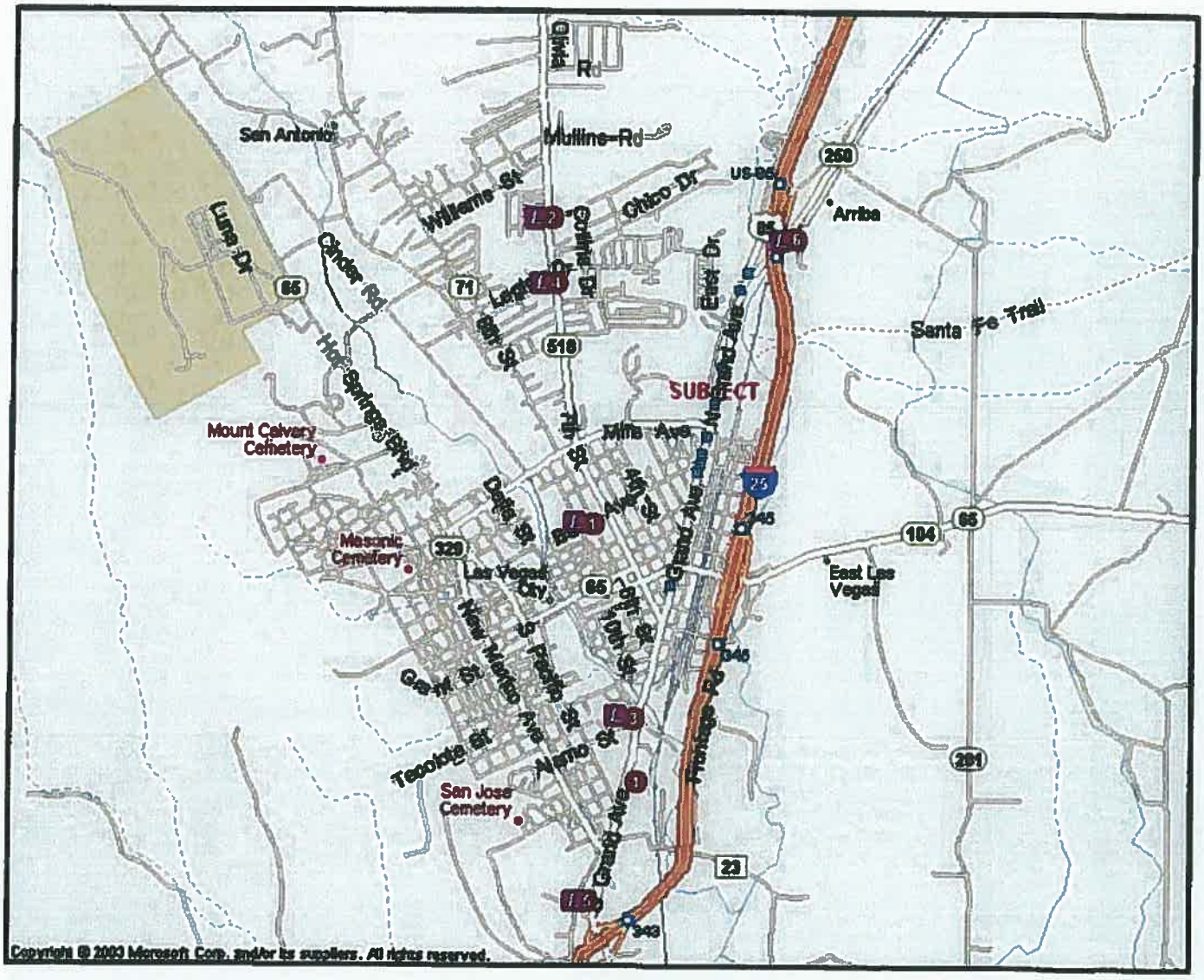
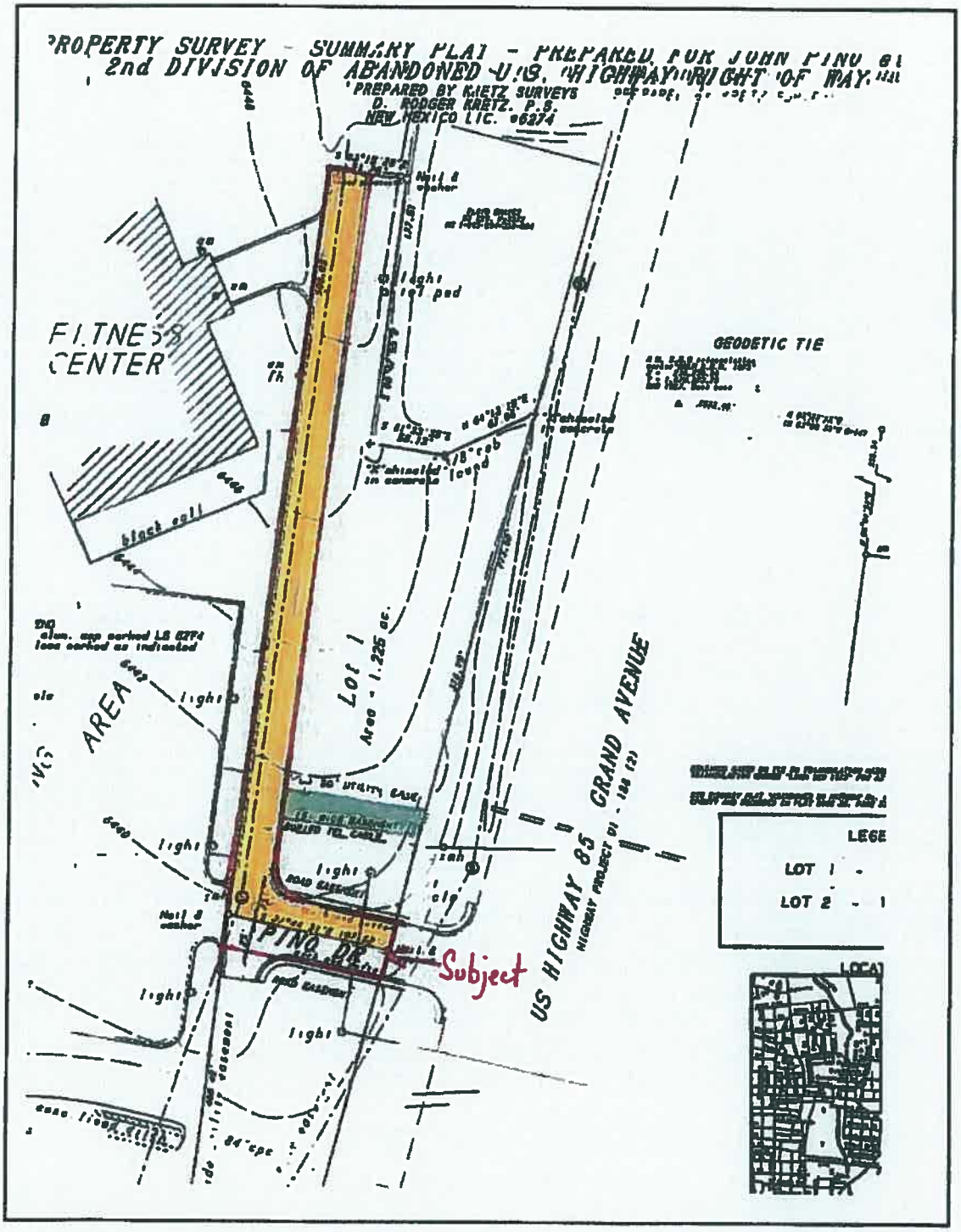
Land Comparables Map



City of Las Vegas, NM
Vacant Land 1/2 of Pino Drive entrance and road between
Floyd's Rental and Fitness Center, Las Vegas, San Miguel County, NM
Ref#:14-074BMN

Subject Survey



Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 01/02/15 **DEPT:** Utilities **MEETING DATE:** 01/14/15

DISCUSSION ITEM/TOPIC: Publication of Ordinance No. 14-10 Bond Water System improvements.

BACKGROUND/RATIONALE: Ordinance No. 14-10 will repeal and replace Ordinance 12-16 which was adopted at the November 19, 2012 City Council Meeting. This is a bond ordinance in the maximum aggregate principal amount of ($45,664,061.00) and will authorize the issuance of one or more series of the New Mexico water utility loan system improvement revenue bonds based on the agreement between the City and the NM Finance Authority and for improving the City's water utility system. The bond expired on November 19, 2014 and needs to be extended.

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY MANAGER'S OFFICE NO LATER THAN 10:00 A.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

Jon Kyra Garcia
SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

ALFONSO E. ORTIZ, JR.
MAYOR

ANN MARIE GALLEGOS
FINANCE DIRECTOR

ELMER J. MARTINEZ
ACTING CITY MANAGER

PURCHASING AGENT
(FOR BID AWARD ONLY)

DAVE ROMERO JR.
CITY ATTORNEY
Approved as to Legal Sufficiency Only
(If Box is Initialed by City Mngr., Review and Sign)

Approved to form 9-25-2012

Ordinance No. ~~12-16~~14-10

STATE OF NEW MEXICO)
COUNTY OF SAN MIGUEL) ss.
CITY OF LAS VEGAS)

The City Council (the "Governing Body") of the City of Las Vegas, New Mexico, met in special session in full conformity with the law and the rules and regulations of the Governing Body at the City Hall at 1700 North Grand Avenue, Las Vegas, New Mexico, 87701, being the meeting place of the Governing Body for the ~~special~~ meeting held on the ~~19th~~ 17th day of ~~November, 2012~~December, ~~2014~~, February 2015 at the hour of 6:00 p.m. Upon roll call, the following members were found to be present:

Present: _____

_____

_____

_____

_____

Absent: _____

_____

_____

Also Present: _____

_____

_____

_____

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

TABLE OF CONTENTS

Page

ARTICLE I DEFINITIONS AND RULES OF CONSTRUCTION 3

Section 1.01 ***Definitions.*** 3
Section 1.02 ***Rules of Construction*** 11

ARTICLE II RATIFICATION 12

ARTICLE III FINDINGS AND DECLARATIONS 12

ARTICLE IV WATER UTILITY 12

ARTICLE V AUTHORIZATION OF PROJECT, EXPENSES, AND RESERVE REQUIREMENT 12

Section 5.01 ***Project.*** 12
Section 5.02 ***Debt Service Reserve.*** 12

ARTICLE VI SERIES BONDS 13

Section 6.01 ***Authorization; Series Bonds.*** 13
Section 6.02 ***Details of the Bonds.*** 13
Section 6.03 ***Securities Depository.*** 14
Section 6.04 ***Redemption.*** 15
Section 6.05 ***Payment of the Series Bonds*** 17
Section 6.06 ***Registration, Transfer, Exchange and Ownership of the Bonds.*** 17

ARTICLE VII FILING OF SIGNATURES 18

ARTICLE VIII EXECUTION AND CUSTODY OF THE BONDS 19

Section 8.01 ***Execution.*** 19
Section 8.02 ***Custody*** 19
Section 8.03 ***Authentication.*** 19

ARTICLE IX NEGOTIABILITY; PREFERENCE 19

ARTICLE X SPECIAL LIMITED OBLIGATIONS 19

ARTICLE XI SALE AND REMARKETING OF SERIES BONDS 20

ARTICLE XII FORMS OF SERIES BONDS 20

ARTICLE XIII PERIOD OF SYSTEM'S USEFULNESS 20

ARTICLE XIV USE OF PROCEEDS; PROJECT COMPLETION; PURCHASERS NOT RESPONSIBLE 20

Section 14.01 ***Proceeds; Completion of Project for which the Bonds are Issued.*** 20
Section 14.02 ***Purchaser Not Responsible.*** 21

ARTICLE XV SUFFICIENCY OF ESCROW 22

ARTICLE XVI APPROVAL 22

Section 16.01 ***Governing Body Approval.*** 22
Section 16.02 ***Further Acts*** 22
Section 16.03 ***Use of Disclosure Documents.*** 23

ARTICLE XVII FUNDS AND ACCOUNTS 23

Section 17.01 ***Water Utility System Fund.*** 23
Section 17.02 ***Acquisition Fund.*** 23
Section 17.03 ***Redemption Fund.*** 23
Section 17.04 ***Debt Service Fund.*** 23
Section 17.05 ***Debt Service Reserve Fund.*** 23
Section 17.06 ***Subordinate Lien Funds and Accounts.*** 23
Section 17.07 ***Rebate Fund.*** 24
Section 17.08 ***Replacement Fund.*** 24
Section 17.09 ***Rate Stabilization Fund*** 24
Section 17.10 ***Other Funds*** 24

ARTICLE XVIII ADMINISTRATION OF FUNDS AND ACCOUNTS 24

Section 18.01 ***Use of Gross Revenues.*** 24
Section 18.02 ***Debt Service Fund.*** 25
Section 18.03 ***Reserve Fund.*** 26
Section 18.04 ***Termination Upon Deposits to Maturity*** 27
Section 18.05 ***Subordinated Bonds.*** 27
Section 18.06 ***Replacement Fund.*** 27
Section 18.07 ***Rate Stabilization Fund*** 27

ARTICLE XIX TRANSFERS TO PAY PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS; PAYMENT OF EXPENSES 28

Section 19.01 ***Transfers to Fiscal Agent.*** 28
Section 19.02 ***Expenses.*** 28

ARTICLE XX GENERAL ADMINISTRATION OF FUNDS 28

Section 20.01 ***Investment of Money.*** 28
Section 20.02 ***Deposits of Funds.*** 28
Section 20.03 ***Valuation of Investments.*** 28

ARTICLE XXI [*RESERVED*] 29

ARTICLE XXII PLEDGE OF NET REVENUES, LIEN OF THE BONDS AND EQUALITY OF THE BONDS 29

Section 22.01 ***Pledge of Net Revenues.*** 29
Section 22.02 ***[Reserved].*** 29
Section 22.03 ***Equality of Bonds.*** 29
Section 22.04 ***Other Pledged Amounts.*** 29

ARTICLE XXIII ADDITIONAL BONDS OF THE SYSTEM 29

Section 23.01 ***Limitations Upon Issuance of the Bonds.*** 29
Section 23.02 ***Parity Bonds.*** 29
Section 23.03 ***Superior Obligations Prohibited.*** 31
Section 23.04 ***Subordinate Obligations Permitted*** 31

ARTICLE XXIV REFUNDING BONDS 31

ARTICLE XXV PROTECTIVE COVENANTS 31

Section 25.01 ***Use of Proceeds of the Bonds*** 31
Section 25.02 ***Payment of the Bonds*** 32
Section 25.03 ***Rate Covenant*** 32
Section 25.04 ***Lien on Lands Serviced by System*** 33
Section 25.05 ***Levy of Charges.*** 33
Section 25.06 ***Efficient Operation.*** 33
Section 25.07 ***Records*** 33
Section 25.08 ***Right to Inspect.*** 33
Section 25.09 ***Audits.*** 33
Section 25.10 ***Billing Procedure.*** 34
Section 25.11 ***Charges and Liens Upon System.*** 34
Section 25.12 ***Insurance.*** 34
Section 25.13 ***[Reserved]*** 34
Section 25.14 ***Alienating System.*** 34
Section 25.15 ***Extending Interest Payments.*** 35
Section 25.16 ***Competent Management.*** 35
Section 25.17 ***Performing Duties.*** 35
Section 25.18 ***Other Liens.*** 35
Section 25.19 ***City's Existence.*** 35
Section 25.20 ***Tax Compliance*** 35

ARTICLE XXVI REBATE FUND 37

ARTICLE XXVII EVENTS OF DEFAULT 37

ARTICLE XXVIII REMEDIES UPON DEFAULT 38

ARTICLE XXIX DUTIES UPON DEFAULT 39

ARTICLE XXX DEFEASANCE 39

ARTICLE XXXI BONDS NOT PRESENTED WHEN DUE 40

ARTICLE XXXII DELEGATED POWERS 40

ARTICLE XXXIII AMENDMENT OF THE ORDINANCE OR RESOLUTION OF SALE 41

Section 33.01 ***Limitations upon Amendments.*** 41
Section 33.02 ***Additional Amendments.*** 41
Section 33.03 ***Proof of Instruments.*** 42
Section 33.04 ***Proof of Bonds.*** 42

ARTICLE XXXIV ORDINANCE IRREPEALABLE 42

ARTICLE XXXV NOTICE OF PRIOR REDEMPTION 42

Section 35.01 ***The Refunded Loan Obligations*** 42
Section 35.02 *Contingency.* 42

ARTICLE XXXVI EFFECTIVE DATE AND GENERAL SUMMARY FOR PUBLICATION 42

ARTICLE XXXVII GOVERNING LAW 44

ARTICLE XXXVIII SEVERABILITY CLAUSE 44

ARTICLE XXXIX REPEALER CLAUSE 44

ARTICLE XL INTERESTED PARTIES 44

ARTICLE XLI LIMITATION OF CITY'S LIABILITY 44

CITY OF LAS VEGAS, NEW MEXICO
ORDINANCE NO. ~~12-16~~14-10
-(repealing and replacing Ordinance No. 12-16)

AUTHORIZING THE ISSUANCE AND SALE OF CITY OF LAS VEGAS, NEW MEXICO WATER UTILITY ~~REFUNDING AND~~ SYSTEM IMPROVEMENT REVENUE BONDS, IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF TWENTY FIVE MILLION AND 00/100 DOLLARS ($25,000,000.00) FOR THE PURPOSE OF DEFRAYING THE COST OF ~~REFUNDING,~~ PAYING, REFINANCING AND DISCHARGING LOAN AGREEMENTS BETWEEN THE CITY AND THE NEW MEXICO FINANCE AUTHORITY AND FOR THE CONSTRUCTION AND INSTALLATION OF IMPROVEMENTS TO THE CITY'S WATER UTILITY SYSTEM; PROVIDING FOR THE ISSUANCE AND SALE OF THE BONDS; PROVIDING THAT THE BONDS WILL BE PAYABLE AND COLLECTIBLE SOLELY FROM THE NET REVENUES TO BE DERIVED FROM THE OPERATION OF THE CITY'S WATER UTILITY SYSTEM; PROVIDING FOR THE TERMS AND CONDITIONS OF THE BONDS, THE MANNER OF THEIR EXECUTION, THE METHOD OF PAYING THE BONDS AND OTHER DETAILS CONCERNING THE BONDS AND SUCH SYSTEM, INCLUDING BUT NOT LIMITED TO COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; RATIFYING ACTION PREVIOUSLY TAKEN IN CONNECTION THEREWITH AND APPERTAINING THERETO.

RECITALS:

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 City of Las Vegas, San Miguel County, New Mexico (the "City"), is a legally and regularly created, established, organized and existing municipal corporation under the general laws of the State of New Mexico; and

WHEREAS, the City now owns, operates and maintains a public utility consisting of a water utility system (the "System"), which the City hereby declares shall be continued to be operated as a public utility; and

WHEREAS, the City will provide for the imposition of rates and charges against users of the System; and

~~WHEREAS, pursuant to Ordinance No. 83-30 passed and adopted by the Council on June 8, 1995, the City has authorized and approved the Loan as evidenced by the Loan Agreement (as defined below) with the NMFA, payable from a lien on the Net Revenues (defined below) in the initial principal amount of $4,680,500, and pursuant to Ordinance No. 03-06 passed and adopted by the Council on June 18, 2003, the City has authorized and approved an amendment to the Loan Agreement with the NMFA, payable from a lien on the Net Revenues, in order to lower interest rates on a portion of the Loan, of which $979,703 of the principal amount of such Loan~~

~~remains outstanding and $341,301.50 is deposited in the required debt service reserve fund (the "Loan Agreement Reserve Fund"); and~~

WHEREAS, the City has been advised of the need to make certain improvements to the System in order to: acquire, extend, enlarge, better, repair and/or otherwise improve the System, and, more specifically, those capital improvement projects to be set forth in a Resolution of Sale (the "System Improvements"); and

~~WHEREAS, the City intends to issue its Bonds (as defined below), upon the terms and subject to the conditions as set forth in this Ordinance and a subsequent Resolution of Sale, in part for the purpose of refunding, paying, refinancing, and discharging the Loan (the "Refunding Project"), which will substantially reduce the interest costs the principal remaining on the Loan, and will effect other savings and economies, all to the benefit of the City, and consequently will provide for public health, peace, and safety of the City and its citizens; and~~

WHEREAS, the City also intends to issue its Bonds, upon the terms and subject to the conditions as set forth in this Ordinance and a subsequent Resolution of Sale, as applicable, in part to finance a portion of the costs of the System Improvements (the "Improvement Project"), which will meet an urgent need for the Improvement Project and consequently also will provide for the public health, peace and safety of the City and its citizens; and

WHEREAS, the Bond~~s~~ consist~~s~~ of ~~two portions designated as the "Refunding Bonds" and~~ the "Improvement Bonds" as defined in Section 1 of this Ordinance, and ~~the Refunding Project shall be funded by the Refunding Bonds and the Improvement Project~~ shall be funded by the Improvement Bonds; and

WHEREAS, the City will issue the Bonds only after receipt of the required approval of the Refunding Bonds by the Department of Finance and Administration of the State of New Mexico; and

WHEREAS, the City is authorized under the Act to issue utility revenue bonds to defray all or a part of the costs of the Project and the Bonds shall be issued pursuant to the Act; and

WHEREAS, the issuance of the Bonds will provide for the preservation of the public health, peace and safety; and

WHEREAS, the Governing Body has determined that it is necessary and in the best interest of the City and the residents of the City that the Series Bonds be authorized and issued in a maximum aggregate principal amount of $25,000,000 and that the specific terms of the Series Bonds be specified in this Ordinance and a subsequent Resolution of Sale within the parameters set forth herein.

BE IT ORDAINED BY THE CITY COUNCIL, THE GOVERNING BODY OF THE CITY OF LAS VEGAS:

ARTICLE I
DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.01 ***Definitions***. As used in this Ordinance and in any Resolution of Sale, the following terms have the meanings specified, unless the context clearly requires otherwise:

"*Acquisition Fund*" means the "City of Las Vegas, New Mexico Water Utility Loan Refunding and System Improvement Revenue Bonds Acquisition Fund," established in Article XVII.

"*Act*" means with respect to the Bonds, this Ordinance, a Resolution of Sale, the powers of the City under the Constitution and general laws of the State applicable to the City, including NMSA 1978, §§ 3-23-1 to -10 (2011), NMSA 1978, §§ 3-27-1 to -9 (2011), NMSA 1978, §§ 3-31-1 to -12 (2011), NMSA 1978, §§ 6-18-1 to -16 (2005), enactments of the Governing Body and the laws of the State, as may be further provided in a Resolution of Sale.

"*Authenticating Agent*" means the Registrar or other Fiscal Agent if otherwise designated by this Ordinance or Resolution of Sale, required to authenticate the Bonds.

"*Authorized Denominations*" means denominations of $1.00 or integral multiples of $1.00, unless otherwise specified for an issuance of Bonds in the applicable Resolution of Sale.

"*Authorized Officer*" means the City's Mayor, City Manager, City Treasurer, City Attorney, City Finance Director or other officer or employee of the City when designated by a certificate signed by the Mayor of the City from time to time.

"Bonds" means any obligation of the City as authorized pursuant to Section 3-31-1 to 3-31-12 (2011), NMSA 1978 whether designated as a bond, note, loan or loan agreement, warrant, debenture, lease-purchase agreement, or other instrument evidencing an obligation of the City to make payments which may be marketed in a public, private placement, or negotiated sale to a lender or purchaser with the final terms thereof as set forth in a Resolution of Sale.

"*Bond Counsel*" means an attorney at law or a firm of attorneys, designated by the City, of nationally recognized standing in matters pertaining to the issuance of bonds issued by states and their political subdivisions.

"*Bond Purchase Agreement*" means a bond purchase agreement or loan agreement to be entered into between the City and a Purchaser in substantially the form presented at the meeting of the Governing Body at which this Ordinance or Resolution of Sale is adopted.

"*Bond Year*" means, the twelve-month period specified in this Ordinance or Resolution of Sale.

"*Business Day*" means any day during which any bank, trustee, paying agent, remarketing agent and tender agent for that series, and the New York Stock Exchange are all open for business during normal business hours unless otherwise defined in a Resolution of Sale.

"*City*" means the City of Las Vegas in the County of San Miguel, State of New Mexico.

"*Code*" means the Internal Revenue Code of 1986, as amended, the federal income tax regulations of the Treasury Department promulgated thereunder or applicable thereto (whether proposed, temporary or final) and any amendments of, or successor provision to, the foregoing and any official rulings, announcements, notices, procedures and judicial determinations regarding any of the foregoing, all as and to the extent applicable. Unless otherwise indicated, reference to a Section of the Code in this Ordinance or a Resolution of Sale means that Section of the Code and such applicable regulations, rulings, announcements, notice, procedures and determinations pertinent to that Section.

"*Completion Date*" means the date of completion of the acquisition, construction and installation of the Project as certified pursuant to Article XIV.

"*Consulting Engineer*" means any registered or licensed professional engineer or firm of engineers or Independent Accountant, entitled to practice and practicing as such under the laws of the State, retained and compensated by the City but not in the regular employ of the City; but, as to any construction drawings and specifications prepared for the System by City employees under the supervision of the City Engineer, this term may include the City Engineer.

"Continuing Disclosure Undertaking" means, if applicable, the agreement of the City for the benefit of Owners pursuant to which the City agrees for the benefit of Owners that, while the Bonds are Outstanding, the City will annually provide certain financial information and operating data and will provide notice of certain material events in accordance with Rule 15c2-12 promulgated under the Securities Exchange Act of 1934.

"*Council*" means the Governing Body.

"*Counsel*" means an attorney at law (who may be counsel to the City).

"*Debt Service Fund*" means the Debt Service Fund established in Article XVII for the Bonds into which deposits are to be made for payment of the Debt Service Requirements.

"*Debt Service Requirements*," for any given period, means the sum of: (a) the amount required to pay the interest becoming due on the Bonds during that period, or to make reimbursements for payments of interest; and (b) the amount required to pay the principal becoming due on the Bonds during that period, whether at maturity or upon mandatory sinking fund redemption dates, or to make reimbursements for payments of that principal.

"*Debt Service Reserve Fund*" means the reserve fund established in Article XVII for the Bonds into which deposits are made to meet the Reserve Requirement.

"*Depository*" means any of the following registered securities depository: The Depository Trust Company or, in accordance with then-current guidelines of the Securities and Exchange Commission, such other securities depositories as an Authorized Officer of the City may designate.

"*Expense Account*" means that account established for the purpose of appropriating for the annual budget that part of the Operation and Maintenance Expenses which are reasonably necessary for the administration of the Debt Service Fund.

"*Expenses*" means the reasonable and necessary fees, costs and expenses incurred by the City with respect to the Bonds and Related Documents, including, without limitation, fees paid to consultant fees, the fees, compensation, costs and expenses to be paid to any Fiscal Agent and expenses incurred in connection with the sale, issuance, remarketing, payment and administration of the Bonds, including attorneys' fees. Expenses do not include any payment of or reimbursement for the payment of Debt Service Requirements or premiums on the Bonds or liabilities incurred by the City as the result of negligence in the operation of the System or any payments made to the City's general fund as payments in lieu of franchise or other City taxes.

"*Fiscal Agent*" means any trustee, paying agent, tender agent, registrar, remarketing agent, bank, or other agent employed with respect to the sale, issuance, remarketing, payment, purchase, administration or otherwise in connection with the Bonds.

"*Fiscal Agreement*" means any remarketing agreement, tender agreement, investment agreement, trust agreement, paying agent agreement, escrow agreement or other document required for the remarketing, purchase, payment, security or administration of the Bonds.

"*Fiscal Year*" means the twelve-month period beginning on the first day of July of each year and ending on the last day of June of the next succeeding year, or any other twelve-month period which the City or other appropriate authority may establish as the fiscal year for the System.

"*Governing Body*" means the Council which is vested with legislative power of the City and any successor thereto.

"*Government Obligations*" means direct obligations of the United States of America or obligations guaranteed by the United States of America.

"*Gross Revenues*" means all income and revenues directly or indirectly derived by the City from the operation and use of the System, or any part of the System, and includes, without limitation, all revenues received by the City, or any municipal corporation or agency succeeding to the rights of the City, from the System involving the transportation, distribution and sale of water for use or consumption by the City and public and private customers of the System (including all territorial annexations which may be made while the Bonds are outstanding). Such term also includes:

(a) All income derived from the investment of any money in the Acquisition Fund, Water Utility System Fund, Debt Service Fund and Rate Stabilization Fund and from surplus Net Revenues;

(b) Money released from the Rebate Fund to the City;

(c) Money released from the Rate Stabilization Fund to the extent that the amount released is used to pay Operation and Maintenance Expenses or Debt Service Requirements on Bonds in the year released; provided that withdrawals from the Rate Stabilization Fund shall not be included in Gross Revenues for the purposes of the Rate Covenant in any two consecutive calendar years; and

(d) Property insurance proceeds which are not necessary to restore or replace the property lost or damaged and the proceeds of the sale or other disposition of any part of the System.

Gross Revenues do not include:

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

(b) taxes and/or fees collected by the City and remitted to other governmental, agencies;

(c) condemnation proceeds or the proceeds of any insurance policy, except any property insurance proceeds described above in clause (4) of this definition or derived in respect of loss of use or business interruption; and

(d) the proceeds of the Bonds or any other bonds or refunding bonds.

"*Historic Test Period*" means any period of 12 consecutive months out of the 18 calendar months next preceding the delivery of additional Parity Bonds pursuant to Section 23.02 of Article XXIII.

"*Improvement Bonds*" means that portion of the Bonds used for the Improvement Project and consists of all of the Bonds the proceeds of which are not used for the Refunding Project and which are not specified as a part of the Refunding Bonds.

"*Improvement Project*" means the Improvements, and if moneys become available therefor from proceeds of the issuance of the Bonds, any other capital improvement project approved by the Council for which the proceeds of tax-exempt system revenue bonds may be lawfully expended pursuant to Section 3-31-1(A), NMSA 1978.

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

"*Insured Bank*" means a bank insured by an agency of the United States.

"*Interest Payment Date*" means the date or dates for the payment of interest stated in this Ordinance or Resolution of Sale for the Bonds.

"*Loan*" or "*Loan Agreement*" means the original loan and loan agreement dated as of June 1, 1995 between the City and the NMFA in the initial principal amount of $4,680,500 consisting of a "Cash Funded Portion" in the amount of $425,500 of which $80,703 is currently outstanding;

and a second portion of the loan, was amended by amendment dated June 25, 2004, between the City and the NMFA, in order to reduce the interest rate with respect to the "Market Rate Portion" of the loan, which is payable from a lien on the Net Revenues with $909,000 of such "Market Rate Portion" currently outstanding and $341,301.50 remaining in the required Loan Agreement Reserve Fund.

"Loan Agreement Reserve Fund" means the applicable debt service reserve fund established under the Loan Agreement.

"NMFA" means the New Mexico Finance Authority.

"*NMSA*" means New Mexico Statutes Annotated, 1978 Compilation, as amended and supplemented.

"*Net Revenues*" means the Gross Revenues after deducting Operation and Maintenance Expenses.

"*Official Statement*" means the final disclosure document, if any, relating to the offer and sale of the Bonds (including the cover page and all summary statement appendices and other materials included or incorporated by reference or attached thereto), as amended or supplemented.

"*Operation and Maintenance Expenses*" means all reasonable and necessary current expenses of the System, in 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 various City departments 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) expenses other than Expenses paid from the proceeds of Bonds;

(d) the costs of audits of the books and accounts of the System;

(e) amounts required to be deposited in the Rebate Fund or otherwise required to make rebate payments to the United States Government; and

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

(g) 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, liabilities incurred by the City 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.

"*Outstanding*" or "*outstanding*" when used in reference to Bonds means, on any particular date, the aggregate of all Bonds issued and delivered under the this Ordinance and Resolution of Sale authorizing the issuance of the Bonds, except:

(a) those cancelled at or prior to such date or delivered to or acquired by the City at or prior to such date for cancellation;

(b) those which have been paid or are deemed to be paid in accordance with the applicable City ordinance and resolution authorizing the issuance of the applicable bonds or otherwise relating thereto;

(c) in the case of variable rate bonds, bonds deemed tendered but not yet presented for payment; and

(d) those in lieu of or in exchange or substitution for which other bonds shall have been delivered, unless proof satisfactory to the City and the paying agent for the applicable bonds is presented that any bond for which a new bond was issued or exchanged is held by a bona fide holder in due course.

"*Owner*" means the registered owner or owners of any Bond as shown on the registration books for the Bonds as maintained by the Registrar.

"*Parity Bonds*" means the Loan as evidenced by the Loan Agreement and any other obligations, now or hereafter issued or incurred, payable from or secured by a lien on or pledge of and issued with a lien on, the Net Revenues on a parity with the Series Bonds issued under this Ordinance and a Resolution of Sale.

"*Paying Agent*" means the City Finance Director or any trust company, national or state banking association or financial institution qualified to act and appointed as the paying agent for the Bonds in a Resolution of Sale or by an Authorized Officer from time to time.

"*Permitted Investments*" means any of the following to the extent that, at the time the investment is made, it is an investment that is authorized by the law of the State for public money of the City: (i) bonds or negotiable securities of the United States or the State, (ii) bonds or negotiable securities of any county, municipality or school district that has a taxable valuation of real property for the last preceding year of at least one million dollars and has not defaulted in the payment of any interest or sinking fund obligation or failed to meet any bonds at maturity at any time within five years last preceding the time of investment, (iii) securities that are issued by the United States government or by its agencies or instrumentalities and that are either direct obligations of the United States or are backed by the full faith and credit of the United States government or agencies guaranteed by the United States government, (iv) money market accounts that invest solely in direct obligations of the United States Treasury that have maturities

of one year or less, (v) certificates of deposit of banks (including the Depository), savings and loan associations or credit unions certified or designated to receive public money on deposit and whose deposits are insured by an agency of the United States, and (vi) the State Treasurer's short-term investment fund created pursuant to Section 6-10-10.1 NMSA 1978, and operated, maintained and invested by the State Treasurer.

"*Preliminary Official Statement*" means the initial disclosure document, if any, relating to the offer and sale of the Bonds.

"*Project*" means the Improvement Project and the Refunding Project, and all costs incidental to the foregoing and the issuance of the Bonds.

"*Prospective Test Period*" means the 12-month period commencing on the first day of the month following the estimated Completion Date of the project for which additional Parity Bonds are proposed to be issued pursuant to Section 23.02 of Article XXIII or the first day of the thirty-sixth month following the delivery of such Parity Bonds, whichever is earlier.

"*Purchaser*" means the original purchaser or lender with respect to the Bonds as set forth in a Resolution of Sale.

"*Rate Covenant*" means the covenant in Section 25.03 of Article XXV relating to charging rates for use of the System to pay Debt Service Requirements.

"*Rate Stabilization Fund*" means the Rate Stabilization Fund for the Bonds established in Article XVII.

"*Rebate Fund*" means the Rebate Fund for the Bonds established in Article XVII.

"*Record Date*" means, unless otherwise stated in a Resolution of Sale, (a) with respect to the Bonds with a term or tender period of less than one year, the first Business Day preceding each Interest Payment Date and (b) with respect to the Bonds with a term or tender period of one year or more, the fifteenth day of the calendar month preceding each Interest Payment Date.

"*Redemption Date*" means that date as set forth in Section 35 hereof.

"*Redemption Fund*" means the "City of Las Vegas, New Mexico Water Utility Refunding and System Improvement Revenue Bonds Redemption Fund," established in Article XVII, for deposit of the proceeds of the Refunding Bonds at a closing pending payment of such proceeds to the Paying Agent to be used to pay the redemption price of the Loan.

"*Refinancing Proceeds*" means proceeds receivable by the City from the sale of bonds or otherwise, the proceeds of which are pledged to the payment of the Bonds.

~~"*Refunded Loan Obligations*" means the obligations of the City under the Loan as evidenced by the Loan Agreement, outstanding in the aggregate principal amount of $664,000, plus accrued interest, or such other amount as provided in a Resolution of Sale. The Cash Funded Principal is not included in the Refunding Project.~~

~~"*Refunding Bonds*" means Bonds issued for the purpose refunding or refinancing outstanding water system revenue bonds as provided in this Ordinance or Resolution of Sale.~~

~~"*Refunding Project*" means refunding, discharging and paying all or a portion of the Loan as evidenced by the Loan Agreement obligation.~~

"*Registrar*" means the City Finance Director or any trust company, national or state banking association or financial institution qualified to act and appointed as the registrar for the Bonds in this Ordinance, a Resolution of Sale or by an Authorized Officer from time to time.

"*Related Documents*" means, as applicable, the Fiscal Agreements, Preliminary Official Statement, Official Statement, Continuing Disclosure Undertaking or other disclosure documents, Bond Purchase Agreement, mortgages or other security documents, loan agreements, and such other agreements as may be required for the Bonds as provided in this Ordinance or a Resolution of Sale.

"*Replacement Fund*" means the Replacement Fund established in Article XVII.

"*Reserve Account*" means an account of the Debt Service Fund to be established for the Bonds with a Reserve Requirement.

"*Reserve Requirement*" means, unless otherwise defined in this Ordinance or a Resolution of Sale, for an issuance of Tax-Exempt System Bonds (as defined in Section 25.20), an amount not to exceed an amount equal to the lesser of ten percent (10%) of the principal amount of the Bonds, the maximum annual Debt Service Requirement on the Bonds or 125% of average annual Debt Service Requirements on the Bonds, calculated on the date of initial issuance of the Bonds and recalculated on the date of any optional redemption or purchase by the City for cancellation of the Bonds from the date of original issuance of the Bonds redeemed or purchased were never issued.

"*Resolution of Sale*" means a resolution and all amendments thereto of the Governing Body that may be adopted prior to the initial issuance and delivery of the Bonds, approving specific terms, details and designation with respect to the Bonds within the parameters set forth in this Ordinance, and providing for the issuance and sale of the Bonds.

"*Series Bonds*" means the "City of Las Vegas, New Mexico Water Utility Loan Refunding and System Improvement Revenue Bonds" which may be issued within two (2) years from the date of this Ordinance and in one or more issuances of bonds or loans, in an amount not to exceed the maximum aggregate principal amount of $25,000,000, to be issued pursuant to the terms of this Ordinance and Resolution of Sale setting forth the terms, conditions, series, and final designation or name of such Bonds for the purpose of defraying the costs of the Project.

"*S&P*" means Standard & Poor's Ratings Group, a division of McGraw-Hill, Inc., its successors and their assigns.

"*State*" means the State of New Mexico.

"*Subordinated Bonds*" means all other bonds and other obligations of the City now or hereafter issued with a lien on the Net Revenues subordinate to the liens of Parity Bonds on the Net Revenues.

"*System Improvements*" means the improvements to the System as enumerated in the Recitals to this Ordinance.

"*System*" or "*Utility*" means the municipally owned public utility designated as the City's Water Utility System, consisting of all properties, real, personal, mixed or otherwise, now owned or hereafter acquired by the City through purchase, construction, condemnation, or otherwise, and used in connection with said water utility system of the City, and in any way appertaining thereto, whether situated within or without the limits of the City.

"*Valuation Date*" means the date provided in this Ordinance or a Resolution of Sale.

"Water Utility System Fund" means the "City of Las Vegas, New Mexico, Water Utility System Fund" established in Article XVII of this Ordinance.

Section 1.02 ***Rules of Construction***. For purposes of this Ordinance and a Resolution of Sale, unless otherwise expressly provided or unless the context requires otherwise:

(a) Unless otherwise stated in this Ordinance, a Resolution of Sale, all references in the this Ordinance, or a Resolution of Sale to designated Articles and other sections are to the designated Article and other section of this Ordinance, or a Resolution of Sale, as applicable.

(b) The words "herein," "hereof," "hereunder" and "herewith" and other words of similar import refer to this Ordinance, or a Resolution of Sale, as applicable, as a whole and not to any particular Article or section.

(c) All accounting terms not otherwise defined in this Ordinance, or the a Resolution of Sale have the meanings assigned to them in accordance with generally accepted accounting principles.

(d) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

(e) The headings used in this Ordinance, and a Resolution of Sale are for convenience of reference only and shall not define or limit the provisions of this Ordinance, or a Resolution of Sale.

(f) Terms in the singular include the plural and vice versa.

ARTICLE II
RATIFICATION

All action previously taken (not inconsistent with the provisions of the Ordinance) by the Governing Body and the officers of the City, directed toward the authorization, issuance and sale of the Bonds is ratified, approved and confirmed.

ARTICLE III
FINDINGS AND DECLARATIONS

The Governing Body, having considered all relevant information and data including recitals set forth hereinabove makes the following findings and declarations:

(a) *Authorization.* The City finds that it has authority under the Act to complete the System Improvements, to undertake the Project, and to issue the Series Bonds, for the purpose of defraying the cost of such acquisition.

(b) *Benefit to Public.* The issuance of the Series Bonds, to provide funds to finance the Project is necessary and in the interest of the public health, safety and welfare of the residents of the City and will result in savings of interest and System operations costs to the City.

(c) *Parity Obligation.* The Loan constitutes a Parity Obligation within the meaning of the Loan Agreement.

ARTICLE IV
WATER UTILITY

The water facilities now owned and hereafter acquired by the City constitute a municipally owned and operated water utility (i.e., the System shall be owned, operated and maintained by the City as such).

ARTICLE V
AUTHORIZATION OF PROJECT, EXPENSES, AND RESERVE REQUIREMENT

Section 5.01 ***Project.*** The Project and payment of Expenses related to the Series Bonds are authorized and approved. The Series Bonds shall be issued pursuant to this Ordinance and a Resolution of Sale to (a) initially fund the Project; (b) pay expenses related to the issuance of the Series Bonds; and (c) to fund any related Reserve Requirement not otherwise funded by the application of the funds remaining in the Loan Agreement Reserve Fund.

Section 5.02 ***Debt Service Reserve.*** The funding of a Reserve Fund with Bond proceeds, funds remaining in the Loan Agreement Reserve Fund, or from Net Revenues in the amount of the Reserve Requirement, as applicable, is hereby authorized and approved.

ARTICLE VI
SERIES BONDS

Section 6.01 ***Authorization; Series Bonds.*** This Ordinance has been adopted by the affirmative vote of at least three-fourths of all of the members of the Governing Body for the purpose of establishing parameters in connection with the issuance of Bonds subject to a Resolution of Sale to be adopted by the Governing Body. For the purpose of protecting the public health, conserving the property, protecting the general welfare and prosperity of the citizens of the City, and for the purpose of defraying the cost of the Project, the Governing Body hereby declares it is necessary that the City issue, and the City is hereby authorized to issue, in one or more issuances, pursuant to all or any specific statutory authorization as part of the Act, the Bonds to be initially designated "City of Las Vegas, New Mexico New Mexico Water Utility Loan Refunding and System Improvement Revenue Bonds" in an aggregate principal amount not to exceed $25,000,000. The Series Bonds shall be payable, collectable and reimbursable solely from the Pledged Revenues. The Governing Body hereby authorizes the sale of the Series Bonds through a public, private-placement, or negotiated sale to the Purchaser, subject to the terms and conditions and restrictions set forth in this Ordinance, a Resolution of Sale and Related Documents. The Series Bonds, if sold to the Purchaser, may be sold subject to payment by the City of a placement fee as set forth in a Resolution of Sale.

Section 6.02 ***Details of the Bonds.***

(a) *General.* The Bonds shall be issued, in Authorized Denominations, numbered with such prefixes or other distinguishing designations and shall be fully registered or payable to a lender identified in a loan agreement. The Series Bonds shall be dated, have such principal amounts and have such maturity dates (no later than 40 years, or other shorter period of time from the date of issuance) as set forth in a Resolution of Sale.

(b) *Interest.* Interest on the Bonds shall be payable at the rates set forth in a Resolution of Sale. The interest on the Bonds shall be the interest rate or rates established in a Resolution of Sale and shall be payable on each Interest Payment Date as set forth in a Resolution of Sale, provided that the maximum interest rate and net effective interest rate shall not exceed 12% per annum.

Unless otherwise stated in a Resolution of Sale, the Bonds shall bear interest from the most recent date to which interest has been paid or provided for or if no interest has been paid or provided for from the date of the Bonds until maturity or until redeemed if called for redemption prior to maturity. Unless otherwise stated in a Resolution of Sale, interest on the Bonds will be computed on the basis of a 360-day year consisting of twelve 30-day months. If, upon presentation at maturity or for prior redemption, payment of the principal amount of a Bond is not made as required by this Ordinance or Resolution of Sale, interest on the unpaid principal amount of such Bond shall continue to accrue at the interest rate stated or described in that Bond until the principal amount of that Bond is paid in full.

(c) *Priority on Net Revenues*. Unless otherwise provided in a Resolution of Sale, the Bonds payable in whole or in part from Net Revenues shall have priority for payment from the Net Revenues of the System on a parity with the Loan as evidenced by the Loan Agreement. Hereafter, Parity Bonds may be issued by complying with the requirements for the issuance of additional Parity Bonds set forth in Section 23.02 or as Subordinated Bonds. Subordinated Bonds may be converted to Parity Bonds by the City at any time by resolution or ordinance of the Governing Body upon satisfaction of the conditions for issuing additional Parity Bonds set forth in Section 23.02.

(d) *Other Related Documents*. The City may enter into other Related Documents relating to the sale, issuance, delivery, remarketing, purchase, registration or other administration of the Bonds and pay reasonable fees and expenses to the Fiscal Agents charged with the administration of the Bonds and Related Documents.

Section 6.03 ***Securities Depository***.

(a) The Bonds may be issued, in whole or in part, in book-entry form with no physical distribution of bond certificates made to the public. A Depository will act as securities depository for the Bonds issued in book-entry form. A single certificate for each maturity date of those Bonds will be delivered to the Depository and immobilized in its custody. The book-entry system will evidence ownership of the Bonds in Authorized Denominations, with transfers of ownership effected on the books of the Depository and its participants ("Participants"). As a condition to delivery of the Bonds in book-entry form, the Purchaser will, immediately after acceptance of delivery thereof, deposit the Bond certificates with the Depository, registered in the name of the Depository or its nominee. Principal, premium, if any, and interest will be paid to the Depository or its nominee as the registered Owner of the Bonds in book-entry form. The transfer of principal and interest payments to Participants will be the responsibility of the Depository; the transfer of principal and interest payments to the beneficial owners of the Bonds ("Beneficial Owners") by Participants will be the responsibility of such Participants and other nominees of Beneficial Owners maintaining a relationship with Participants ("Indirect Participants"). The City will not be responsible or liable for maintaining, supervising or reviewing the records maintained by the Depository, Participants or Indirect Participants.

(b) If (i) the Bonds are not eligible for the services of the Depository, (ii) the Depository determines to discontinue providing its services with respect to the Bonds or (iii) the City determines that a continuation of the system of book-entry transfers through the Depository ceases to be beneficial to the City or the Owners of the Bonds, the City will either identify another Depository or Bond certificates will be delivered to Beneficial Owners or their nominees and the Beneficial Owners or their nominees, upon authentication of the Bonds and registration of those Bonds in the Beneficial Owners' or nominees' names, will become the Owners of the Bonds for all purposes. In that event, the City shall mail an appropriate notice to the Depository for notification to Participants, Indirect

Participants and Beneficial Owners of the substitute Depository or the issuance of Bond Certificates to Beneficial Owners or their nominees, as applicable.

(c) Authorized Officers are authorized to sign agreements with Depositories relating to the matters set forth in this Section 6.03.

(d) The terms of this Section 6.03 may be changed with respect to the Bonds by a Resolution of Sale.

Section 6.04 ***Redemption***.

(a) The Bonds may be subject to optional, mandatory sinking fund and/or extraordinary redemption, in whole or in part, upon the conditions, on the dates and upon payment of the redemption prices set forth in a Resolution of Sale and Related Documents for the Series Bonds.

(b) At its option, to be exercised on or before the 45th day next preceding any mandatory sinking fund redemption date, the City may irrevocably elect to (i) deliver to the Paying Agent for cancellation Series Bonds, interest terms and maturity in any aggregate principal amount and/or (ii) receive a credit in respect to its sinking fund redemption obligation for any Bonds, interest terms and maturity which, prior to said date, have been redeemed (otherwise than through the operation of the sinking fund) and cancelled by the Paying Agent and not theretofore applied as a credit against any sinking fund redemption obligation. Each Series Bond delivered or previously redeemed shall be credited by the Paying Agent as directed by the City at the principal amount thereof in Authorized Denominations against the amounts required to be paid by the City on the designated mandatory sinking fund redemption date and the principal amount of the Bonds to be redeemed by operation of such sinking fund on such date shall be reduced by that principal amount

(c) If less than all of the Bonds subject to redemption are to be redeemed at any one time, the Bonds to be redeemed, other than Bonds redeemed pursuant to mandatory sinking fund redemption provisions, shall be selected by the Registrar in the manner determined by the City or as otherwise set forth in a Resolution of Sale. However, if less than all Bonds are redeemed, the Bonds to be redeemed within a maturity shall be selected by lot in such manner as determined by the Registrar. Part of a Bond may be redeemed if the amount of that Bond which remains outstanding is also in an Authorized Denomination.

(d) Unless otherwise provided in the applicable Resolution of Sale, notice of redemption of the Bonds shall be given by the Registrar by sending a copy of such notice by registered or certified first-class, postage prepaid mail not less than 30 days prior to the redemption date to the Owner of each Bond, or portion thereof, to be redeemed at the address shown as of the fifth day prior to the mailing of notice on the registration books kept by the Registrar. Unless the Registrar is the City Finance Director, the City shall give the Registrar notice of

Bonds to be called for optional or extraordinary redemption at least fifteen (15) days prior to the date that the Registrar is required to give Owners notice of redemption specifying the Bonds and the principal amount thereof to be called for redemption and the applicable redemption date. Bonds to be called for mandatory sinking fund redemption shall be called for redemption by the Registrar without the necessity of any notice to the Registrar from the City. If the City has not designated the Bonds to be called for redemption on the dates specified above, the Registrar shall select the Bonds to be redeemed by lot. Neither the City's failure to give such notice, the Registrar's failure to give such notice to the registered Owner of any Bonds, or any defect therein, nor the failure of the Depository to notify a Participant or any Participant or Indirect Participant to notify a Beneficial Owner of any such redemption, shall affect the validity of the proceedings for the redemption of any Bonds for which proper notice was given. Notices shall specify the series, numbers CUSIP numbers and maturity date or dates of the Bonds to be redeemed (if less than all Bonds are to be redeemed), the principal amounts of any Bonds to be redeemed in part, the date fixed for redemption, and shall further state that on such redemption date there will become and be due and payable upon each Bond or part thereof to be redeemed at the office of the Paying Agent the principal amount, as applicable, thereof to be redeemed plus accrued interest, if any, to the redemption date and the stipulated premium, if any, and that from and after such date, interest will cease to accrue on those Bonds. In addition to the foregoing notice, the notice of redemption given by the Registrar shall include such additional information, and the Registrar shall comply with any other terms regarding redemption, as are required by any applicable agreement with a Depository.

Notice having been given in the manner provided above, the Bonds or part thereof called for redemption shall become due and payable on the redemption date designated and, if an amount of money sufficient to redeem all Bonds called for redemption shall be on deposit with the Paying Agent on the redemption date, the Bonds or part thereof to be redeemed shall not be deemed to be Outstanding and shall cease to bear or accrue interest from and after such redemption date.

However, if money sufficient to pay the principal of and premium, if any, on the Bonds to be redeemed at the option of the City is not received by the Paying Agent prior to the giving notice of redemption in accordance with this Section 6.04, that notice shall state that the redemption is conditional upon the receipt of that money by the Paying Agent by 2:00 p.m. prevailing Mountain Time on the redemption date. If an amount sufficient to redeem all the Bonds called for redemption is so received (i) the Paying Agent shall redeem only those Bonds called for redemption for which the redemption price was received and the Bonds to be redeemed, being less than all of the Bonds to be redeemed, shall be selected by the Registrar in the manner and from the maturities designated by the City; and if less than all of the Bonds of a given maturity are redeemed, the Bonds to be redeemed within that maturity shall be selected by lot in such manner as determined by the Registrar, and (ii) the redemption notice shall have no effect with respect to those Bonds for which the redemption price was not received and those Bonds shall not be redeemed. Part of a Bond may be redeemed in an Authorized Denomination if the

amount of that Bond which remains outstanding is also in an Authorized Denomination. In addition, the notice of redemption given by the Registrar shall include such additional information, and the Registrar shall comply with any other terms regarding redemption, as are required by any applicable agreement with a Depository.

Notice having been given in the manner provided in this Section 6.04, and subject to the terms of this Section 6.04, the Bonds or part thereof called for redemption shall become due and payable on the redemption date designated and the Bonds or part thereof to be redeemed, for which sufficient money on deposit with the Paying Agent, shall not be deemed to be Outstanding and shall cease to bear or accrue interest from and after such redemption date. Upon presentation of a Bond to be redeemed at the office of the Paying Agent on or after the redemption date, or, so long as the book-entry system is used for determining beneficial ownership of Bonds, upon satisfaction of the terms of any other arrangement between the Paying Agent and the Depository, the Paying Agent will pay such Bond or portion thereof called for redemption.

The Registrar shall also send a copy of the notice of redemption by certified mail or by overnight delivery to each Depository and to an Information Service. Failure to provide notice to any Depository or the Information Service shall not affect the validity of proceedings for the redemption of the Bonds.

(e) The terms of this Section 6.04 may be changed with respect to the Bonds by a Resolution of Sale.

Section 6.05 ***Payment of the Series Bonds***. Except as otherwise provided in a Resolution of Sale for an issuance of Bonds, principal and interest on the Bonds shall be payable in lawful money of the United States of America, without deduction for exchange or collection charges. Principal on each Bond shall be payable in immediately available funds at maturity or redemption thereof upon presentation and surrender of such Bond at the principal office of the Paying Agent (which is appointed as registrar and transfer agent for the Bonds) or at the designated office of any successor Paying Agent. Interest on the Bonds shall be payable by check or draft mailed to the registered owner thereof (or in such other manner as may be agreed upon by the Paying Agent and the registered owner), as shown on the registration books maintained by the Registrar at the address appearing therein on the fifteenth calendar day of the month next preceding the interest payment date (the "Record Date"). Any interest which is not timely paid or provided for shall cease to be payable to the owner thereof (or of one or more predecessor Bonds) as of the Record Date, but shall be payable to the owner thereof (or of one or more predecessor Bonds) at the close of business on a special record date for the payment of that overdue interest. The special record date shall be fixed by the Paying Agent whenever moneys become available for payment of the overdue interest, and notice of the special record date shall be given to Bond owners not less than ten days prior thereto. If any Bond presented for payment remains unpaid at maturity or redemption, it shall continue to bear interest at the rate or rates designated in, and applicable to, such Bond from time to time. If any Bond is not presented for payment at maturity or redemption when funds available therefor have been deposited with the Paying Agent, it shall cease bearing interest on and from the date of maturity or redemption.

Section 6.06 ***Registration, Transfer, Exchange and Ownership of the Bonds***. Except as otherwise provided in a Resolution of Sale for an issuance of Bonds:

(a) The City shall cause books for registration, transfer and exchange of the Bonds to be kept at the principal office of the Registrar. Upon surrender for transfer or exchange of any Bond at the principal office of the Registrar duly endorsed by the Owner or its attorney duly authorized in writing, or accompanied by a written instrument or instruments of transfer or exchange in form satisfactory to the Registrar and properly executed, the City shall execute and the Registrar shall authenticate and deliver in the name of the transferee or Owner, as appropriate, a new Bond or Bonds of the same series, maturity, interest rate and same aggregate principal amount in Authorized Denominations.

(b) The person in whose name any Bond is registered shall be deemed and regarded as its absolute Owner for all purposes. Payment of either the principal of or interest on any Bond shall be made only to or upon the order of its Owner or its legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability on the Bonds to the extent of the amount paid.

(c) If any Bond is lost, stolen, destroyed or mutilated, the Registrar shall, upon receipt of that Bond if mutilated, and the evidence, information or indemnity which the Registrar may reasonably require, authenticate and deliver a replacement Bond or Bonds of the same series, aggregate principal amount, maturity and interest rate, bearing a number or numbers not then outstanding. If any lost, stolen, destroyed or mutilated Bond has matured or been called for redemption, the Registrar may direct the Paying Agent to pay that Bond in lieu of replacement.

(d) The City may issue Bonds in bearer form if permitted by applicable law and if, in the opinion of Bond Counsel, the issuance of such Bonds in bearer form will not adversely effect the legality or tax-status of such Bonds.

(e) Exchanges and transfers of Bonds shall be made without charge to the Owner or any transferee except that the Registrar may make a charge sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to that transfer or exchange.

(f) Except for any Bond which may be and is tendered for purchase, the Registrar shall not be required to transfer or exchange (i) any Bond during the five (5) day period preceding the mailing of notice calling Bonds for redemption and (b) any Bond called for redemption.

ARTICLE VII
FILING OF SIGNATURES

Prior to the execution of any Series Bond pursuant to Uniform Facsimile Signature of Public Officials Act, NMSA 1978, §§ 6-9-1 to -6 (1999), the Mayor, City Clerk and/or City Finance Director shall each file with the New Mexico Secretary of State his or her manual signature certified by him or her under oath; provided that filing shall not be necessary for any officer where any previous filing may have legal application to the Bonds.

ARTICLE VIII
EXECUTION AND CUSTODY OF THE BONDS

Section 8.01 ***Execution***. Except as otherwise provided in a Resolution of Sale for an issuance of Bonds, the Bonds shall be signed with the facsimile of the signature, or the manual signature, of the Mayor and the manual or facsimile signature of the City Clerk or a Deputy City Clerk. There shall be placed on each Bond the printed, engraved, stamped or otherwise placed facsimile or imprint of the City's corporate seal. The Bonds when authenticated and bearing the manual or facsimile signatures of the officers in office at the time of their signing shall be valid and binding obligations of the City, notwithstanding that before delivery of those Bonds, any or all of the persons who executed those Bonds shall have ceased to fill their respective offices. The Mayor and City Clerk or Deputy City Clerk, at the time of the execution of the Bonds and the signature certificate, each may adopt as and for his or her own facsimile signature, the facsimile signature of his or her predecessor in office if such facsimile signature appears upon any of the Bonds or certificates pertaining to the Bonds. No manual or facsimile signature of an officer of the City or an Authenticating Agent shall be required if the Bonds are issued in book-entry form without the delivery of any physical securities.

Section 8.02 ***Custody***. Except as otherwise provided in a Resolution of Sale for an issuance of Bonds, the Authenticating Agent or its designee shall hold in custody all Bonds signed and attested by the Mayor and City Clerk or Deputy City Clerk until ready for delivery to the purchaser, transferee or Owner. The City shall, from time to time, at the written request of the Authenticating Agent, provide the Authenticating Agent an adequate supply of Bonds.

Section 8.03 ***Authentication***. Except as otherwise provided in a Resolution of Sale for an issuance of Bonds, no Series Bond shall be valid or obligatory for any purpose unless the certificate of authentication has been duly executed by the Authenticating Agent. The Authenticating Agent's certificate of authentication shall be deemed to have been duly executed if manually signed by an authorized officer of the Authenticating Agent, but it shall not be necessary that the same officer sign the certificate of authentication on all the Bonds.

ARTICLE IX
NEGOTIABILITY; PREFERENCE

Except as otherwise stated in this Ordinance or a Resolution of Sale, Bonds shall be fully negotiable and shall have all the qualities of negotiable paper and the Owners shall possess all rights enjoyed by the holders of negotiable instruments under the provisions of the State's Uniform Commercial Code-Investment Securities. Except as otherwise set forth in this Ordinance, or Resolution of Sale or Related Documents, the Bonds shall in all respects be equally and ratably secured, without preference, priority or distinction on account of the dates or the actual times of the issuance or maturities of the Bonds.

ARTICLE X
SPECIAL LIMITED OBLIGATIONS

All of the Bonds and all payments of principal of and interest on Bonds, the purchase price of Bonds and the fees, costs, expenses and other obligations of the City under the Related

Documents, together with the interest accruing thereon, shall be special limited obligations of the City and shall be payable, collectible and reimbursable solely from the Pledged Revenues. However, the City may, subject to the provisions of the Act, in its sole discretion, pursuant to a Resolution of Sale, pledge, mortgage or encumber property and other collateral in addition to the Net Revenues, Refinancing Proceeds and Bond Proceeds, other than ad valorem property tax revenues, to the payment of the Bonds. Owners and obligees under the Related Documents may not look to any general or other municipal fund or assets for the payment of the principal of or interest on such obligations or such fees, costs and expenses, except the designated special funds or assets specifically pledged for the Bonds as set forth in or permitted by this Section. Neither the Series Bonds, the Related Documents, nor such costs, fees and expenses of the City shall constitute an indebtedness of the City within the meaning of any constitutional or statutory provision or limitation, nor shall they be considered or held to be general obligations of the City, and each Bond shall recite that it is payable and collectible solely from the Pledged Revenues. Notwithstanding the foregoing, the City may, in its sole discretion, use any other funds legally available to the City, without having pledged such funds, for the payment of the Bonds

ARTICLE XI
SALE AND REMARKETING OF SERIES BONDS

The Series Bonds shall be sold in accordance with a Bond Purchase Agreement at a public, private-placement, or negotiated sale to the Purchaser or Purchasers as specified in the Bond Purchase Agreement. Bonds delivered shall be sold in accordance with the terms of a Resolution of Sale. After the Bonds have been duly executed and authenticated and, upon receipt of the purchase price, the Bonds shall be delivered to the Purchaser by the Authenticating Agent in accordance with the Bond Purchase Agreement. However, if Bonds are in book-entry form, those Bonds shall be delivered to the Depository.

ARTICLE XII
FORMS OF SERIES BONDS

The form of the Series Bonds shall be substantially as set forth in a Resolution of Sale, with such terms and provisions as are not inconsistent with this Ordinance.

ARTICLE XIII
PERIOD OF SYSTEM'S USEFULNESS

The period of usefulness of the System is in excess of the final maturity date of the Series Bonds.

ARTICLE XIV
USE OF PROCEEDS; PROJECT COMPLETION; PURCHASERS NOT RESPONSIBLE

Section 14.01 ***Proceeds; Completion of Project for which the Bonds are Issued.***

(a) Proceeds from the sale of the Bonds subject to the provisions of a Resolution of Sale, shall be deposited as follows:

(i) The proceeds of the Bonds designated for the payment of interest may be deposited in the Acquisition Fund or the Debt Service Fund. Money on deposit in the Acquisition Fund for the payment of interest on the Bonds shall be transferred to the Debt Service Fund in the amounts, and prior to the due dates, of the interest payments to be made on the Bonds.

(ii) Proceeds of the Bonds may be used to satisfy all or part of the Reserve Requirement by depositing proceeds the Reserve Account for that series.

(iii) If Bonds are issued to refund other Bonds, proceeds from the sale of the refunding Bonds shall be deposited in an escrow fund or a redemption account established for the payment of the Bonds to be refunded, may be used to pay Expenses relating to the refunding or the refunded Bonds, and for such other purposes relating to the refunding or incidental to the issuance or administration of the refunding Bonds as are permitted in this Ordinance or a Resolution of Sale.

(iv) The proceeds from the portion of the Bonds designated as the Refunding Bonds shall be deposited in the Redemption Fund and shall be used to finance the Refunding Project. Such amount shall be sufficient to pay the redemption price of the Loan Agreement.

(v) The balance of the proceeds from the portion of the Bonds designated as the Improvement Bonds shall be deposited in the Acquisition Fund established and applied to the Improvement Project, for the payment of Expenses of or relating to the Bonds and for any other purpose related to the Project or incidental to the issuance or administration of the Bonds permitted in this Ordinance, subject to the provisions of a Resolution of Sale. Earnings on amounts on deposit in an Acquisition Fund may be used to pay costs of the Project or, Debt Service Requirements on the Bonds.

(b) Subject to the provisions of a Resolution of Sale, the Completion Date for the Improvement Project financed by the issuance of the Bonds shall be evidenced by a certificate signed by the managing director of the System or other City official responsible for the System stating that the part of the Improvement Project being funded by the Bonds has been completed. As soon as practicable, and in any event not more than 60 days after the Completion Date, any balance remaining in the Acquisition Fund (other than any amount retained by the City for costs of that part of the Project not then due and payable) shall be used by the City for the payment of the principal of or interest next coming due on the Bonds.

Section 14.02 ***Purchaser Not Responsible***. The Purchasers of the Bonds shall not be responsible for the application or use by the City of the proceeds of Series Bonds.

ARTICLE XV
SUFFICIENCY OF ESCROW

The proceeds of refunding bonds, together with any other money of the City available to pay principal of, premium, if any, and interest on bonds of the System being refunded (including, but not limited to Outstanding Parity Bonds), deposited in an escrow fund or account established to refund Outstanding bonds shall be sufficient to pay when due the principal of, premium, if any, and interest on the bonds to be refunded. The escrow agent shall invest the money on deposit in the escrow fund or account as permitted under the ordinance, a Resolution of Sale and, if applicable, the escrow agreement pertaining to the refunding bonds. The investment obligations held by the escrow agent shall mature at such times as are necessary to insure the prompt payment of the principal of, premium, if any, and interest on the bonds to be refunded as they become due and such obligations shall not permit the redemption thereof at the option of the issuer of such obligations.

ARTICLE XVI
APPROVAL

Section 16.01 ***Governing Body Approval.*** Prior to issuance of the Bonds, a Bond Purchase Agreement, a Preliminary Official Statement or form of Official Statement, the Continuing Disclosure Undertaking, with terms which are not inconsistent with the terms of this Ordinance and a Resolution of Sale, shall be submitted to the Governing Body for approval or ratification. Other Related Documents with terms which are consistent with this Ordinance and a Resolution of Sale may be approved by an Authorized Officer. An Authorized Officer may consent to any changes in Related Documents as are not inconsistent with this Ordinance and a Resolution of Sale. With respect to the Bonds, an Authorized Officer is:

(a) authorized to execute a Bond Purchase Agreement, subject to either prior approval or effective upon ratification by the Governing Body with terms of the Bonds and of the sale to the Purchaser of the Bonds within the parameters set forth in this Ordinance and a Resolution of Sale; and

(b) authorized and directed to execute and deliver Preliminary Official Statement and Official Statement, the Continuing Disclosure Undertaking the Related Documents, and other documents to which the City is a party or which the City is required to execute and any extension of or changes or amendments thereto or any substitutions therefor approved by the Authorized Officer substantially in the form presented to the Governing Body if applicable, and which are not inconsistent with this Ordinance and a Resolution of Sale. The execution of a Related Document by an Authorized Officer, or any extensions thereof or substitutions therefor, in its final form shall constitute conclusive evidence of the Authorized Officer's approval of that Related Document and compliance with this Section. The City Clerk is authorized to affix the seal of the City to and to attest any Related Documents, as required.

Section 16.02 ***Further Acts.*** From and after the adoption of this Ordinance, the officers, agents and employees of the City are authorized, empowered and directed to do all such acts and

things and to execute all such documents as may be necessary to carry out and comply with the provisions of this Ordinance, a Resolution of Sale and the applicable Related Documents.

Section 16.03 ***Use of Disclosure Documents***. The Purchaser of the Bonds is authorized to lawfully use and distribute the Preliminary Official Statement and the Official Statement (with terms which are not inconsistent with this Ordinance, and a Resolution of Sale in connection with the offering and sale of the Bonds.

ARTICLE XVII
FUNDS AND ACCOUNTS

Section 17.01 ***Water Utility System Fund***. The City shall establish or continue the Water Utility System Fund as a separate, distinct and segregated fund to be held by the City or its designee. As long as any Debt Service Requirements on the Bonds payable in whole or in part from Net Revenues are outstanding, all Gross Revenues shall continue to be set aside and credited to the Water Utility System Fund.

Section 17.02 ***Acquisition Fund***. The Acquisition Fund is established as a separate and distinct fund of the City to be maintained and controlled by the City or its designee. The City may establish a separate Acquisition Account in the Acquisition Fund and may establish separate subaccounts in any such account for the payment of capitalized interest and for other purposes permitted by this Ordinance or a Resolution of Sale.

Section 17.03 ***Redemption Fund***. The Redemption Fund is established as a separate and distinct fund of the City to be maintained and controlled by the City or its designee for deposit of the proceeds of the Refunding Bonds in payment of the Refunded Loan Obligations as provided in a Resolution of Sale.

Section 17.04 ***Debt Service Fund***. The Debt Service Fund is established as a separate and distinct fund of the City to be maintained and controlled by the City or its designee for the deposit of Net Revenues and, if applicable, Refinancing Proceeds. Subject to the provisions of a Resolution of Sale, the City may establish a separate Debt Service Account in the Debt Service Fund and may establish separate subaccounts in any such account for purposes permitted by this Ordinance or the Resolution of Sale.

A separate Expense Account may also be established as part of the Debt Service Fund as provided in a Resolution of Sale. Money on deposit or credited to the Expense Account shall be used for the purpose of payment of that part of Operation and Maintenance Expenses that are reasonably necessary for the administration of the Debt Service Fund.

Section 17.05 ***Debt Service Reserve Fund***. The City may establish a reserve fund as a separate and distinct fund to be maintained and controlled by the City or its designee as provided under a Resolution of Sale with respect to meeting the Reserve Requirement.

Section 17.06 ***Subordinate Lien Funds and Accounts***. The City may establish separate and distinct funds and accounts to be maintained and controlled by the City or its designee to pay Debt Service Requirements on, and to fund Reserve Accounts for, Subordinated Bonds as provided in a Resolution of Sale.

Section 17.07 ***Rebate Fund.*** The Rebate Fund is established as a special and separate fund, subject to the provisions of a Resolution of Sale, to be maintained and controlled by the City or its designee to the extent that rebate payments may be required to be made pursuant to Section 148(f) of the Code.

Section 17.08 ***Replacement Fund.*** The Replacement Fund may be established as a special and separate fund to be maintained and controlled by the City or its designee for the purposes described in Section 18.06 as provided under the provisions of a Resolution of Sale.

Section 17.09 ***Rate Stabilization Fund.*** The Rate Stabilization Fund may be established as a special and separate fund to be maintained and controlled by the City or its designee for the purposes described in Section 18.07 as provided under the provision of a Resolution of Sale.

Section 17.10 ***Other Funds.*** Other funds and accounts relating to the Bonds, including, but not limited to escrow funds and accounts if Bonds are to be refunded, may be established by a Resolution of Sale, to be controlled and maintained by the City or its designee.

ARTICLE XVIII
ADMINISTRATION OF FUNDS AND ACCOUNTS

Section 18.01 ***Use of Gross Revenues.*** As long as any Bonds are outstanding, all Gross Revenues shall be deposited in the Water Utility System Fund and subject to the provisions of a Resolution of Sale, transferred from that Fund to the following funds and accounts or for payment of the following amounts in the order listed:

(a) *Operation and Maintenance Expenses.* A sufficient amount of Gross Revenues shall be set aside each month to be used to pay the current Operation and Maintenance Expenses as they become due.

(b) *Debt Service Fund or Account for Parity Bonds.* Net Revenues shall be transferred to the Debt Service Fund or Account established for each series of Outstanding Parity Bonds payable in whole or in part from Net Revenues to pay Debt Service Requirements on Parity Bonds as they become due.

(c) *Reserve Fund or Account.* Net Revenues shall be transferred to the Reserve Fund or Account for each series of Parity Bonds payable in whole or in part from Net Revenues with a Reserve Requirement to the extent that deposits are required to be made as a result of any deficiency in the Reserve Requirement for an applicable series of Parity Bonds.

(d) *Subordinated Bonds.* Net Revenues shall be used to pay Debt Service Requirements on Subordinated Bonds payable in whole or in part from Net Revenues and to fund any Reserve Requirement for applicable Subordinated Bonds.

(e) *Replacement Fund.* At the option of the City, Net Revenues may be transferred to the Replacement Fund to be used for the purposes stated in Section 18.06.

(f) *Rate Stabilization Fund.* At the option of the City, Net Revenues may be transferred to the Rate Stabilization Fund to be used for the purposes stated in Section 18.07.

(g) *Surplus Net Revenues.* Net Revenues shall be retained in the Water Utility System Fund or used for any other lawful System purpose including, but not limited to, redeeming or purchasing the Bonds or paying costs and expenses of the City relating to the administration of the Bonds but shall not be transferred to the general fund of the City except for Operation and Maintenance Expenses owed by the System to the City and taxes, payments in lieu of taxes, assessments and other municipal or governmental charges of the City lawfully levied or assessed upon the System.

(h) *Accumulation of Revenues.* Gross Revenues need not be retained for any use or in any fund or account described in this Section 18.01 in excess of the Gross Revenues required for any current use or deposit. For the purposes of this subparagraph, the term current shall mean the month during which the Net Revenues are being distributed and the immediately following month.

Section 18.02 ***Debt Service Fund.***

(a) Except as stated in Section 18.04 or required by a Resolution of Sale, Net Revenues shall be transferred to the Debt Service Fund sufficient to pay when due the Debt Service Requirements on the Bonds:

(i) in substantially equal monthly deposits of Net Revenues shall be made to the Debt Service Fund beginning six months before each Interest Payment Date for the Bonds in order to make the next payment of interest on each Bond when due. However, if the first Interest Payment Date for the Bonds is less than seven months after the date of the original issuance of the Bonds, equal monthly deposits of Net Revenues before the first Interest Payment Date shall begin in the first full month following the date of issuance of the Bonds.

(ii) in substantially equal monthly deposits of Net Revenues shall be made to the Debt Service Fund beginning 12 months before each principal payment date for the Bonds in order to make the next scheduled payment of principal on each Bond when due whether at maturity on a mandatory sinking fund redemption date. However, if the first principal payment date for the Bonds is less than thirteen months after the date of the original issuance of the Bonds, equal monthly deposits of Net Revenues before the first principal payment date shall begin in the first full month following the date of issuance of the Bonds. Principal payments include scheduled payments at maturity, by mandatory sinking fund installment or otherwise scheduled payments of principal.

(iii) if in the month immediately preceding any payment date for the Bonds, the City determines that there are not sufficient funds accumulated in a Debt Service Fund to pay the amount becoming due on the Bonds on the payment date, the City shall promptly deposit any available Net Revenues in the Debt Service Fund in an amount equal to the deficiency. If, prior to any payment date for the Bonds, there has accumulated in the Debt Service Fund the entire amount necessary to pay the amount becoming due on the Bonds on that payment date, no additional Net Revenues need be deposited in the Debt Service Fund prior to that payment date. In making the determinations permitted by this paragraph, the City may take into account the amount on deposit in any other fund or account or escrow relating to the Bonds irrevocably set aside for the next payment of the Bonds.

(b) Amounts other than Net Revenues pledged to or available for payment of the Bonds, including without limitation Refinancing Proceeds, shall be deposited in the Debt Service Fund and applied to the payment of the Debt Service Requirements of the Bonds as provided in a Resolution of Sale.

(c) Unless otherwise stated in a Resolution of Sale, amounts deposited in the Debt Service Fund shall be applied first to the payment of interest and then to pay or satisfy any sinking fund requirements for the payment of principal.

(d) Money in a Debt Service Fund shall be used only to pay the Debt Service Requirements on the Bonds. Transfers of amounts equal to the Debt Service Requirements shall be made by the City on a timely basis to the appropriate Fiscal Agent.

(e) Moneys on deposit in or credited to the Expense Account shall be used for the purpose of paying that part of the Operation and Maintenance Expenses which are reasonably necessary for the administration of the Debt Service Fund. The Expense Account has been created for the convenience of appropriating such Expenses for the annual budget of the City. Such Expenses shall have the same priority with respect to the use of Gross Revenues as any other Operation and Maintenance Expense.

Section 18.03 ***Reserve Fund.*** Unless otherwise required by a Resolution of Sale, beginning in the month following the date of the issuance of the Bonds, sixty equal monthly deposits of Net Revenues shall be made into the Reserve Fund until the Reserve Requirement for the Bonds is reached.

The Reserve Fund may be funded with the proceeds of the Bonds and Net Revenues or any combination thereof.

No payments need be made into the Reserve Fund as long as the sum of the money in the Reserve Fund is equal to or greater than the Reserve Requirement. Money in the Reserve Fund shall be accumulated and maintained as a continuing reserve to be used, except as provided in

this Section 18.03 and Section 18.04, only to prevent deficiencies in the payment of the principal or interest on the Bonds.

If the amount on deposit in the Debt Service Fund on a payment date and available Net Revenues are not enough to pay the amount becoming due on that date, an amount equal to the deficiency shall be transferred from the Reserve Fund to the Debt Service Fund. A sum equal to the amount in the Reserve Fund used to pay Debt Service Requirements on the Bonds shall be deposited in the Reserve Fund from the first Net Revenues received by the City which are not required by Section 18.01 to be used for another purpose.

Section 18.04 ***Termination Upon Deposits to Maturity***. No payments need be made into the Debt Service Fund or Reserve Fund if the sum of the amounts in that Debt Service Fund and Reserve Fund is not less than the Debt Service Requirements due and to become due on and before the final maturity date of the Bonds, both accrued and not accrued. The money retained in those two accounts shall be used only to pay the Debt Service Requirements when due except that any money on deposit in the Debt Service Fund which is not necessary to pay such Debt Service Requirements shall, to the extent lawful, be used as surplus Net Revenues and any money on deposit in the Reserve Fund which is not necessary to pay such Debt Service Requirements (other than proceeds of other bonds of the System) shall be deposited in the Replacement Fund.

Section 18.05 ***Subordinated Bonds***. Net Revenues shall be used as required by the applicable authorizing ordinance or resolution of sale authorizing the issuance of Subordinated Bonds and the funding of reserves for Subordinated Bonds and for payment of related Expenses. Subordinated Bonds shall have the order of priority with respect to other Subordinated Bonds as set forth in the applicable authorizing ordinance or resolution of sale or City ordinances authorizing the issuance of Subordinated Bonds.

Section 18.06 ***Replacement Fund***. In addition to Net Revenues, the City may deposit in the Replacement Fund all money released from a Reserve Fund in excess of the Reserve Requirement except for any such excess which is designated for another System purpose by resolution or ordinance of the Governing Body or which is proceeds of other bonds of the System.

While the Bonds are outstanding, money on deposit in the Replacement Fund, upon approval of Bond Counsel or as provided in a Resolution of Sale, shall be used only (i) for replacement costs and capital improvements to the System, (ii) for extraordinary charges relating to the financing or refinancing of the System, and (iii) to purchase or otherwise defease, or provide for the defeasance of, the Bonds, provided the monies on deposit in the Replacement Fund shall be used for the purpose described in (i) above on a first priority basis.

Section 18.07 ***Rate Stabilization Fund***. Money on deposit in the Rate Stabilization Fund may be withdrawn at any time and used, upon approval of Bond Counsel or as provided in a Resolution of Sale, for any purpose for which Gross Revenues may be used.

ARTICLE XIX
TRANSFERS TO PAY PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS; PAYMENT OF EXPENSES

Section 19.01 ***Transfers to Fiscal Agent.*** Unless the City Finance Director is the Paying Agent, the City shall transfer legally available funds for the payment of principal of, premium, if any, and interest on the Bonds to the Paying Agent on or before the date on which each such payment is due.

Section 19.02 ***Expenses.*** The City or its designee shall pay all Expenses directly to the party entitled thereto from amounts on deposit in the Acquisition Account, the Expense Account and from other legally available revenues and other sources including Net Revenues, as applicable.

ARTICLE XX
GENERAL ADMINISTRATION OF FUNDS

The funds and accounts designated in Articles XVII and XVIII shall be administered as follows:

Section 20.01 ***Investment of Money.*** To the extent practicable, any money in any such fund or account shall be invested in Permitted Investments within any limitations imposed by this Ordinance or a Resolution of Sale. Obligations purchased as an investment of money in any fund or account shall be deemed at all times to be part of that fund or account, and the interest accruing and any profit realized on those investments shall be credited to that fund or account, unless otherwise stated in this Ordinance, a Resolution of Sale or Related Document (subject to withdrawal at any time for the uses directed and permitted for such money by this Ordinance, a Resolution of Sale and Related Documents), and any loss resulting from such investment shall be charged to that fund or account. The City Finance Director or other custodian of such fund or account shall present for redemption or sale on the prevailing market any Permitted Investment in a fund or account when necessary to provide money to meet a required payment or transfer from that fund or account.

Section 20.02 ***Deposits of Funds.*** The money and investments which are part of the funds and accounts designated in Articles XVII and XVIII shall be maintained and kept in an Insured Bank or banks or may be held in book-entry form in the name of the City by an agent or custodian of or for the City for the benefit of the City, as permitted by State law. Each payment or deposit shall be made into and credited to the proper fund or account at the designated time, except that when the designated time is not a Business Day, then the payment shall be made on the next succeeding Business Day unless otherwise required in this Ordinance, a Resolution of Sale or Related Documents. The City may establish one or more accounts in Insured Banks for all of the funds and accounts or combine such funds and accounts with any other Insured Bank account or accounts for other funds and accounts of the City.

Section 20.03 ***Valuation of Investments.*** In the computation of the amount in any account or fund for any purpose under this Ordinance or a Resolution of Sale, except as otherwise expressly provided under the Code and subject to the terms of this Ordinance or a Resolution of Sale, Permitted Investments shall be valued at the cost thereof (including any amount paid as accrued interest) or the principal amount thereof, whichever is less; except that Permitted

Investments purchased at a premium may initially be valued at the cost thereof, but in each year after such purchase shall be valued at a lesser amount determined by ratably amortizing the premium over the remaining term. Bank deposits shall be valued at the amount deposited, exclusive of any accrued interest or any other gain to the City until such gain is realized by the receipt of an interest-earned notice, or otherwise. The valuation of Permitted Investments and bank deposits in any account shall be made not less frequently than annually or as otherwise required by an applicable provision of the Code. Unless otherwise required by an applicable provision of the Code, no loss or profit on Permitted Investments shall be deemed to take place as a result of fluctuations in the market quotations prior to the sale or maturity thereof.

ARTICLE XXI
[*RESERVED*]

ARTICLE XXII
PLEDGE OF NET REVENUES, LIEN OF THE BONDS AND EQUALITY OF THE BONDS

Section 22.01 ***Pledge of Net Revenues***. The City hereby pledges and grants a security interest in the Net Revenues, for the payment of principal of premium, if any, and interest on, the Series Bonds and any other amounts due under this Ordinance and a Resolution of Sale, which shall be applied to the payment of such obligations with the priorities set forth in Article XXIII. This Ordinance and a Resolution of Sale constitute an irrevocable and first lien on parity with the lien thereon of the Loan as evidenced by the Loan agreement, but not necessarily an exclusive first lien, on the Net Revenues as set forth herein.

Section 22.02 ***[Reserved].***

Section 22.03 ***Equality of Bonds***. Except as set forth in this Ordinance, an applicable Authorizing Ordinance, Resolution of Sale or Related Documents, the Bonds payable in whole or in part from Net Proceeds, from time to time outstanding shall not be entitled to any priority one over the other in the application of the Net Revenues, regardless of the time or times of their issuance.

Section 22.04 ***Other Pledged Amounts***. The proceeds of the Bonds, pending their application, are hereby pledged for the payment of the Bonds. In addition, Refinancing Proceeds are hereby pledged in payment of the Bonds that are expressly payable from Refinancing Proceeds pursuant to an applicable authorizing ordinance or resolution of sale.

ARTICLE XXIII
ADDITIONAL BONDS OF THE SYSTEM

Section 23.01 ***Limitations Upon Issuance of the Bonds***. Subject to the limitations of this Article and Article XXV, nothing in this Ordinance shall be construed to prevent the issuance by the City of additional bonds.

Section 23.02 ***Parity Bonds***. Subject to the provisions of a Resolution of Sale, Parity Bonds may be issued as additional Bonds of the System, payable in whole or in part from Net Revenues

for System purposes including, but not limited to, financing the costs of improvements to the System and paying the costs incident to the issuance of such Parity Bonds.

The tests required in this Section 23.02 shall be performed without adjustment for payments to or withdrawals from the Rate Stabilization Fund or interest accrued (other than amounts representing capitalized interest) in the Acquisition Fund. Except as permitted herein and by Article XXIV and subject to the provisions of a Resolution of Sale, prior to the issuance of additional Parity Bonds, the City shall be current in making all deposits required by Article XVIII and the following test shall be satisfied:

(a) the Net Revenues for the Historic Test Period shall have been sufficient to pay an amount representing at least 130% of the maximum combined annual Debt Service Requirements of Outstanding Parity Bonds and the terms of either subparagraphs (b)(i) or (b)(ii)shall be satisfied; and

(b) (i) Using the fees and rates for use of the System on the date of computation, or assuming that any new schedule of fees and rates approved by the City during or after the Historic Test Period was in effect during the entire Historic Test Period, the Net Revenues which were or would have been received during that Historic Test Period shall have been sufficient to pay an amount representing at least 130% of the maximum combined annual Debt Service Requirement on the Outstanding Parity Bonds and the Parity Bonds proposed to be issued; or

(ii) The projected Net Revenues for the Prospective Test Period shall be sufficient to pay an amount representing at least 130% of the maximum combined annual Debt Service Requirements on the Outstanding Parity Bonds and the Parity Bonds proposed to be issued. To determine if the annual Net Revenues are sufficient for the purposes of the preceding sentence, the Net Revenues projected for the applicable Prospective Test Period shall be determined by applying the rates for use of the System approved by the City at the time of computation to be in effect during the Prospective Test Period to the proposed number of connections to the System after giving effect to the purchase, expansion or improvement of the System.

In determining whether additional Parity Bonds may be issued pursuant to this Section 23.02, a written certificate or opinion of an Independent Accountant that states in substance that the Net Revenues are sufficient to pay the amount required shall be conclusively presumed to be accurate in determining the right of the City to authorize, issue, sell and deliver additional Parity Bonds. Notwithstanding the foregoing, if all Parity Bonds issued prior to the date hereof are no longer Outstanding, then such a certificate or opinion from an Authorized Officer will satisfy the foregoing requirement. Also, an opinion of a Consulting Engineer as to the estimated completion date of the Project to be financed by the proposed Parity Bonds and the estimated Net Revenues for the Prospective Test Period referred in subsection (b)(ii) above, shall be conclusively presumed to be accurate and the Independent Accountant or Authorized Officer, as the case may be, may conclusively rely upon the written opinion of the Consulting Engineer in making the determinations required by subsections (a), (b)(i) and (b)(ii) above.

Section 23.03 ***Superior Obligations Prohibited.*** As long as Parity Bonds are outstanding, the City shall not issue additional bonds having a lien on the Net Revenues prior and superior to the lien of Parity Bonds on Net Revenues.

Section 23.04 ***Subordinate Obligations Permitted.*** Nothing contained in this Ordinance shall be construed to prevent the City from issuing bonds or other obligations with no lien on Net Revenues or a lien on Net Revenues subordinate to the lien of the Parity Bonds on Net Revenues.

ARTICLE XXIV
REFUNDING BONDS

The provisions of Article XXIII are subject to the following exceptions:

(a) *Privilege of Issuing Refunding Obligations.* The City may refund bonds payable in whole or in part from Net Revenues, regardless of whether the priority of the lien on the Net Revenues for the payment of the refunding Bonds payable in whole or in part from Net Revenues, is changed (except as provided in Sections 23.03 and 23.04, and in subsections (b) and (c) of this Article).

(b) *Limitations Upon Issuance of Refunding Parity Bonds.* No refunding bonds or other refunding obligations shall be issued as Parity Bonds unless:

(i) there is delivered a certificate of the Authorized Officer of the City showing that the combined Debt Service Requirements on all Outstanding Parity Bonds payable in whole or in part from Net Revenues for any Fiscal Year after the issuance of refunding Parity Bonds will not exceed the combined Debt Service Requirements on all Outstanding Parity Bonds payable in whole or in part from Net Revenues authorized prior to the issuance of such refunding Parity Bonds, and the City is in current compliance with the Rate Covenant, or

(ii) The refunding Parity Bonds are issued in compliance with Section 23.02.

(c) *Limitations Upon Issuance of Any Refunding Bonds.* Any refunding bonds shall be issued with such details as the Governing Body may provide by appropriate proceedings but without impairment of any contractual obligation imposed upon the City by any proceedings authorizing the issuance of any unrefunded portion of the Bonds to which the refunding was applicable.

ARTICLE XXV
PROTECTIVE COVENANTS

Section 25.01 ***Use of Proceeds of the Bonds.*** The City covenants and agrees that it will promptly apply the proceeds of the Series Bonds, to the Project, and for the other purposes permitted by this Ordinance or a Resolution of Sale.

Section 25.02 ***Payment of the Bonds***. The City covenants and agrees that it will promptly pay the Debt Service Requirements on the Bonds at the place, on the dates and in the manner specified in this Ordinance, a Resolution of Sale and Related Documents.

Section 25.03 ***Rate Covenant.***

(a) Unless otherwise provided in a Resolution of Sale, the City covenants that it will at all times fix rates and collect charges for each class of service rendered by the System, and to, from time to time, amend or adjust such rates so that Gross Revenues of the System shall always be sufficient to provide for the payment of the Debt Service Requirements on all Outstanding Bonds of the System, including the Series Bonds, payable in whole or in part from Net Revenues as and when the same become due and payable, to maintain the funds and accounts established in this Ordinance or a Resolution of Sale, to provide for the payment of expenses of administration, Operation and Maintenance Expenses of the System which may be necessary to preserve the same in good repair and working order, including the necessary reserves therefor and all other payments necessary to meet ongoing legal obligations to be paid at that time; and

(b) Unless otherwise provided in this Ordinance or a Resolution of Sale, the City further covenants that it will at all times fix, charge and collect such rates and charges as shall be required in order that in each Fiscal Year the Net Revenues shall at least equal the greater of (a) the Debt Service Requirements on all Outstanding Bonds of the System, including the Series Bonds payable in whole or in part from Net Revenues in such Fiscal Year and the deposits required by this Ordinance as such requirements may be supplemented and amended by a Resolution of Sale, to be made into the various funds of this Ordinance or Resolution of Sale in such year or (b) 130% of the Debt Service Requirements on all Outstanding bonds of the System, including the Series Bonds, payable in whole or in part from Net Revenues in such Fiscal Year.

Subject to the provisions of this Ordinance or a Resolution of Sale, failure by the City to comply with the foregoing Rate Covenant in any Fiscal Year will not constitute an event of default under this Ordinance or a Resolution of Sale, so long as the City, within 180 days, adopts the schedule of rates and charges recommended or approved by a Consulting Engineer which would bring the City into compliance with the Rate Covenant. Except as provided in a Resolution of Sale, the City is also required under this Ordinance in each Fiscal Year to complete a review of its financial condition for the purpose of estimating whether the Net Revenues for such Fiscal Year and for the next succeeding Fiscal Year will be sufficient to comply with the Rate Covenant set forth above and shall by resolution make a determination with respect thereto. If the City determines that the Net Revenues may not be so sufficient, it shall forthwith cause the Consulting Engineer to make a study for the purpose of recommending a schedule of fees, rates and charges for the System which, in the opinion of the Consulting Engineer, will cause sufficient Gross Revenues to be collected in such Fiscal Year to comply with the Rate Covenant set forth above and will cause additional Gross Revenues to be collected in such Fiscal Year sufficient to eliminate the amount of any deficiency at the earliest practicable time within such Fiscal Year. The City shall as promptly as practicable adopt and place in effect the schedule of

fees, rates and charges recommended or approved by the Consulting Engineer pursuant to this Ordinance. In the alternative of establishing fees, rates and charges necessary to meet the Rate Covenant set forth above, the City may establish a reduction in Operation and Maintenance Expenses for the System.

Section 25.04 ***Lien on Lands Serviced by System***. State law grants the City a lien upon each lot or parcel of land for the charges imposed for water utility services supplied by the System to the owner of such lot or parcel (except as otherwise provided in NMSA 1978, Section 3-23-6 (2011). At the appropriate time, the City will cause each lien to be perfected in accordance with the provisions of NMSA 1978, Section 3-23-6 (2011) and NMSA 1978, Sections 3-36-1 through -5 (2001, as amended). The City will take all necessary steps to enforce the lien against any parcel of property the owner of which is delinquent for more than six months in the payment of charges imposed for the use of the System.

Section 25.05 ***Levy of Charges***. The City will fix, establish and levy the rates and charges which are required by Section 25.03 at the time and in the manner specified in this Ordinance or a Resolution of Sale with respect to the Bonds. No reduction in any initial or existing rate schedule for the System may be made unless:

(a) the City has fully complied with the provisions of Article XVIII for any 12 consecutive months out of the 16 calendar months immediately preceding the reduction of the rate schedule, and

(b) the audit required by Section 25.09 or a separate certificate by an Independent Accountant for or relating to any 12 consecutive months out of the 16 calendar months immediately preceding any reduction discloses that the estimated Net Revenues resulting from the proposed reduced rate schedule would have been sufficient to meet the Rate Covenant during the applicable 12-month period.

Section 25.06 ***Efficient Operation***. The City will maintain the System in efficient operating condition and make such improvements, extensions, enlargements, repairs and betterments to the System as may be necessary or advisable for its economical and efficient operation at all times and to supply reasonable public and private demands for System services within the service area.

Section 25.07 ***Records***. So long as the Bonds remain Outstanding, proper books of record and account will be kept by the City, separate from all other records and accounts, showing complete and correct entries of all transactions relating to the System. However, pursuant to Section 6-14-10(E) NMSA 1978, records with regard to the ownership or pledge of the Bonds are not subject to inspection or copying.

Section 25.08 ***Right to Inspect***. Owners, or their duly authorized agents, shall have the right to inspect at all reasonable times all reasonable and appropriate records, accounts and data relating to the System.

Section 25.09 ***Audits***. Unless otherwise provided in a Resolution of Sale, within 210 days following the close of each Fiscal Year, the City will cause an audit of the books and accounts of the System to be made by an Independent Accountant. Each audit of the System shall include those matters determined to be proper by the Independent Accountant.

Section 25.10 ***Billing Procedure.*** Bills for water utility services or facilities, or any combination, furnished by or through the System shall be rendered to customers on a regular basis each month following the month in which the service was rendered and shall be due as required by City ordinance. If permitted by law, if a bill is not paid within the period of time required by City ordinance, water utility services shall be discontinued as required by City ordinance, and the rates and charges due shall be collected in a lawful manner, including, but not limited to, the cost of disconnection and reconnection.

Section 25.11 ***Charges and Liens Upon System.*** The City will pay when due from Gross Revenues or other legally available funds all taxes and assessments or other municipal or governmental charges, lawfully levied or assessed upon the System and will observe and comply with all valid requirements of any municipal or governmental authority relating to the System. The City will not create or permit any lien or charge upon the System or the Gross Revenues except as permitted by this Ordinance or a Resolution of Sale, or it will make adequate provisions to satisfy and discharge within 60 days after the same accrue, all lawful claims and demands for labor, materials, supplies or other objects, which, if unpaid, might by law become a lien upon the System or the Gross Revenues. However, the City shall not be required to pay or cause to be discharged, or make provision for any tax assessment, lien or charge before the time when payment becomes due or so long as the validity thereof is contested in good faith by appropriate legal proceedings and there is no adverse affect on Owners.

Section 25.12 ***Insurance.*** Subject, in each case, to the condition that insurance is obtainable at reasonable rates and upon reasonable terms and conditions, in its operation of the System, and subject further to the provisions of a Resolution of Sale, the City will procure and maintain or cause to be procured and maintained commercial insurance or provide Qualified Self Insurance (as hereinafter defined) with respect to the facilities constituting the System and public liability insurance in the form of commercial insurance or Qualified Self Insurance and, in each case, in such amounts and against such risks as are, in the judgment of the Governing Body, prudent and reasonable taking into account, but not being controlled by, the amounts and types of insurance or self-insured programs provided by municipalities which operate water and wastewater systems. "Qualified Self Insurance" means insurance maintained through a program of self insurance or insurance maintained with a fund, company or association in which the City may have a material interest and of which the City may have control, either singly or with others. Each plan of Qualified Self Insurance shall be established in accordance with law, shall provide that reserves be established or insurance acquired in amounts adequate to provide coverage which the City determines to be reasonable to protect against risks assumed under the Qualified Self Insurance plan, including any potential retained liability in the event of the termination of such plan of Qualified Self Insurance. In the event of property loss or damage to the System, insurance proceeds shall be used first for the purpose of restoring or replacing the property lost or damaged and thereafter, any remainder may be used to redeem the Bonds or be treated as Gross Revenues and used in the manner provided in Article XVII.

Section 25.13 ***[Reserved]***

Section 25.14 ***Alienating System.*** While the Bonds are Outstanding, except as provided in this Ordinance or Resolution of Sale, the City shall not sell, lease, mortgage, pledge or otherwise encumber, or in any manner dispose of, or otherwise alienate, any part of the System which in

not replaced by other property of at least equal value, or which ceases to be necessary for the efficient operation of the System. In the event of any sale of System property, the proceeds of such sale which are not used to purchase other System property shall be distributed as Gross Revenues.

Section 25.15 ***Extending Interest Payments***. To prevent any accumulation of claims for interest after maturity, except as permitted by this Ordinance or a Resolution of Sale or Related Documents, the City will not directly or indirectly extend or assent to the extension of the time for the payment of any claim for interest on the Bonds. If the time for payment of interest on the Bonds or any bond is extended contrary to the provisions of this Section, the installments of interest so extended shall not be entitled, in case of an event of default under this Ordinance and Resolution of Sale or Related Documents, to the benefit or security of this Ordinance or a Resolution of Sale or Related Documents until the prior payment in full of the principal and interest on the Bonds then Ooutstanding.

Section 25.16 ***Competent Management***. The City shall employ experienced and competent personnel to manage the System.

Section 25.17 ***Performing Duties***. The City will faithfully and punctually perform all duties with respect to the System required by State and City laws, including, but not limited to, making and collecting reasonable and sufficient rates and charges for services rendered or furnished by the System as required by this Section and the proper segregation and application of the Gross Revenues.

Section 25.18 ***Other Liens***. Other than as stated in or provided by this Ordinance or a Resolution of Sale or Official Statement, there are no liens or encumbrances of any nature whatsoever, on or against the System or the Gross Revenues or Net Revenues.

Section 25.19 ***City's Existence***. The City will maintain its corporate identity and existence as long as the Bonds remain outstanding unless another political subdivision by operation of law succeeds to the liabilities and rights of the City, without adversely affecting to any substantial degree the privileges and rights of any Owner. However, the City may annex or de-annex land if the City complies with applicable state law and City ordinance requirements and applicable covenants contained in this Ordinance or a Resolution of Sale.

Section 25.20 ***Tax Compliance***.

(a) The City may, in its discretion and upon the advice of Bond Counsel, issue the Bonds as either taxable bonds or bonds, the interest with respect to which is excludable from gross income for federal income tax purposes under Code Section 103(a) ("Tax-Exempt Bonds"). In the event that the Bonds are to be issued as Tax-Exempt Bonds, the City will comply with the provisions of this Section 25.20 and Article XXVI below with respect to such Bonds. The Series Bonds shall be issued as Tax-Exempt Bonds.

(b) This Ordinance and a Resolution of Sale for the Bonds contains such covenants, agreements, representations, warranties and undertakings with respect to the purpose of the Bonds and the use, expenditure and investment of the "gross

proceeds," within the meaning of Code Section 148, of the Bonds as Bond Counsel shall determine.

(c) The City covenants that it will use, and will restrict the use and investment of, the proceeds of the Bonds in such manner and to such extent as may be necessary so that (a) the Bonds will not (i) constitute private activity bonds, arbitrage bonds or hedge bonds under Section 141, 148, or 149 of the Code or (ii) be treated other then as bonds to which Section 103(a) of the Code applies, and (b) the interest thereon will not be treated as a preference item under Section 57 of the Code. Concurrently with the issuance and delivery of the Bonds, the City will execute a letter of instructions or similar document as may be provided by Bond Counsel ("Letter of Instructions"), which will set forth the basic parameters by which the City will undertake compliance with the Code provisions referred to above in this subsection (c).

(d) The City further covenants (a) that it will take or cause to be taken such actions that may be required of it for the interest on the Bonds to be and to remain excluded from gross income for federal income tax purposes, (b) that it will not take or authorize to be taken any actions that would adversely affect that exclusion, and (c) that it, or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Bonds to the governmental purposes of the borrowings, (ii) restrict the yield on investment property, (iii) make timely and adequate rebate payments or payments of alternative amounts in lien of rebate to the federal government, (iv) maintain books and records and make calculations and reports, and (v) refrain from certain uses of those proceeds and, as applicable, of property financed with such proceeds, all in such manner to the extent necessary to assure such exclusion of that interest under the Code.

(e) Authorized Officers are hereby authorized (a) to make or effect any election, selection, designation, choice, consent, approval or waiver on behalf of the City as the City is permitted or required to make or give under the federal income tax laws including, without limitation thereto, any of the elections provided for the purpose of assuring, enhancing or protecting favorable tax treatment or status of the Bonds or interest thereon or assisting in the compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments of penalties, or making payments of special amounts in lieu of making computations to determine, or paying, excess earnings as rebate, or obviating those amounts or payments, as determined by that officer, which action shall be in writing and signed by the Authorized Officer, and (b) to take any and all other actions, make or obtain calculations, make payments, and make or give reports, covenants and certifications of and on behalf of the City, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Bonds, and setting forth the reasonable expectations of the City regarding the amount and use of all the proceeds of the Bonds, the facts and circumstances relevant to the tax treatment of the interest on and the tax status of the Bonds. In this regard, Authorized Officers charged with the responsibility of issuing the Bonds will make, execute and deliver certifications as to facts,

estimates and circumstances in existence as of the dates such Bonds are issued and stating whether there are any facts, estimates or circumstances that would materially change the City's current expectations with respect to the representations, warranties and covenants contained in this Section 25.20 or in this Ordinance or a Resolution of Sale or Letter of Instructions.

(f) For purposes of Section 265(b)(3)(B) of the Code, the City may designate an issuance of Bonds as qualified tax-exempt obligations as provided by the Governing Body in a Resolution of Sale.

ARTICLE XXVI
REBATE FUND

Based on the provisions of Article XXV, and provided the City complies with such provisions, a separate account of the Rebate Fund should not be required for the Series Bonds.

Notwithstanding the foregoing provision of this Article, if rebate payments are required, the Rebate Fund shall be established for the Series Bonds for compliance with Code Section 148(f) and Sections 1.148-0 through 1.148-11 and 1.150-4 and 1.150-2 of the federal income tax regulations issued thereunder or any successor provision applicable to tax-exempt Bonds (collectively, the "Arbitrage Regulations"). Notwithstanding any other provision in this Ordinance, amounts credited to the Rebate Fund shall be free and clear of any lien under this Ordinance and a Resolution of Sale, and shall be held only for the purposes stated in this Article.

The City shall make payments to the United States in such manner, at such times and in such amounts as required under the Arbitrage Regulations as provided in this Ordinance or a Resolution of Sale and the Letter of Instructions. The City shall keep such records of the computations made pursuant to this Article as are required under Section 148(f) of the Code and the Arbitrage Regulations and the Letter of Instructions.

The City need not make further payments to the Rebate Fund with respect to the Bonds to the extent it satisfies one of the exemptions from rebate set forth in the Arbitrage Regulations or the Letter of Instructions. Any amounts then on deposit in the Rebate Fund may be withdrawn and used as Gross Revenues.

ARTICLE XXVII
EVENTS OF DEFAULT

Each of the following events is declared an "event of default" under this Ordinance:

(a) Failure to pay the principal of the Bonds when due and payable, either at maturity or otherwise.

(b) Failure to pay any installment of interest on the Bonds when due and payable.

(c) Failure to pay the purchase price of any Bond when such purchase price shall be due and payable upon an optional or mandatory tender date as provided in the Bond.

(d) For any reason, the City becomes incapable of fulfilling any material obligation under this Ordinance or a Resolution of Sale or a Related Document.

(e) Default by the City in the due and punctual performance of its covenants, conditions, agreements and provisions contained in the Bonds, in this Ordinance or a Resolution of Sale or in any Related Documents and the continuance of such default (other than a default set forth in subsections (a),(b) and (c) for sixty (60) days after written notice specifying such default and requiring the same to be remedied has been given to the City by the Owners of 25% in principal amount of the Bonds then Outstanding.

(f) The occurrence of any other event of default as is provided under this Ordinance or under a Resolution of Sale.

ARTICLE XXVIII
REMEDIES UPON DEFAULT

Upon the happening and continuance of any of the events of default stated in Article XXVII, the Owners of not less than 66% in principal amount of the Bonds then Outstanding, including but not limited to any trustee or trustees therefor, may proceed against the City, the Governing Body and its agents, officers and employees to:

(a) protect and enforce the rights of the Owners by mandamus or other suit, action or special proceedings in equity or at law, in any court of competent jurisdiction, either for the appointment of a receiver or for the specific performance of any covenant or agreement contained in this Ordinance or a Resolution of Sale or Related Document or for the enforcement of any proper legal or equitable remedy as those Owners may deem necessary or desirable to protect and enforce their rights;

(b) to enjoin any act or thing which may be unlawful or in violation of any right of any Owner;

(c) to require the Governing Body to act as if it were the trustee of an express trust; or

(d) any combination of those remedies.

All proceedings shall be instituted and maintained for the equal benefit of all Owners of the Bonds then Outstanding, subject to the provisions of Article XVIII of this Ordinance, with respect to the use of Gross Revenues. The Owners by purchasing the Bonds consent to the appointment of a receiver to protect the rights of the Owners, provided the appointment of a receiver is subject to the discretion of the court having jurisdiction in the matter. The receiver may enter and take possession of and operate and maintain the System and shall prescribe rates, fees or charges and collect, receive and apply all Gross Revenues as required by this Ordinance and subject to the additional requirements as may be imposed under a Resolution of Sale. The failure of any Owner to exercise any right granted by this Article shall not relieve the City of any obligation to perform any duty. Each right or privilege of any Owner (or trustee or receiver therefor) is in addition and cumulative too any other right or privilege and the exercise of any

right or privilege by or on behalf of any Owner shall not be deemed a waiver of any other right or privilege of any Owner.

Notwithstanding any other provision in this Ordinance and subject to any additional requirements as may be imposed under a Resolution of Sale, no recourse shall be had for the payment of any Bond or other obligation arising from any Related Document or for any claim based on any other obligation, consent or agreement contained in this Ordinance, a Resolution of Sale or any Related Document against any past, present or future officer, employee or agent of the City or member of the Governing Body and all such liability of any such officers, employees, agents or member (as such) is released as a condition of and consideration for the adoption of this Ordinance, a Resolution of Sale, the execution of Related Documents and the issuance of Bonds.

ARTICLE XXIX
DUTIES UPON DEFAULT

Upon the happening of any of the events of default listed in Article XXVII, the City will do and perform all proper acts on behalf of and for the Owners necessary to protect and preserve the security created for the payment of the Bonds and for the payment of the Debt Service Requirements on the Bonds promptly as the same become due. As long as any of the Bonds are Outstanding, all Gross Revenues shall be distributed and used for the purposes and with the priorities set forth in Article XVIII. If the City fails or refuses to proceed as provided in this Article, the Owners of not less than 66% in principal amount of the Bonds then Outstanding, after demand in writing, may proceed to protect and enforce the rights of the Owners as provided in this Ordinance and a Resolution of Sale.

ARTICLE XXX
DEFEASANCE

When all principal, interest and prior redemption premiums, if any, in connection with all or any part of the Bonds have been paid or provided for, the pledge and lien and all obligations under this Ordinance and a Resolution of Sale shall be discharged and those Bonds shall no longer be deemed to be outstanding within the meaning of this Ordinance and a Resolution of Sale.

Without limiting the preceding paragraph, there shall be deemed to be such payment when: (a) the Governing Body has caused to be placed in escrow and in trust with an escrow agent located within or without the State and exercising trust powers, an amount sufficient (including the known minimum yield from Government Obligations in which such amount may be initially invested) to pay all requirements of principal, interest and prior redemption premium, if any, on the Bonds to be defeased as the same become due to their final maturities or upon designated prior redemption dates, and (b) any Bonds to be redeemed prior to maturity shall have been duly called for redemption or irrevocable instructions to call such Bonds for redemption have been given to the Registrar or other appropriate Fiscal Agent. The escrow agent shall have received evidence satisfactory to it that the cash and Government Obligations delivered will be sufficient to provide for the payment of the Bonds to be defeased as stated above. Neither the Government Obligations nor money deposited with the escrow agent shall be withdrawn or used for any purpose other than as provided in the escrow agreement and the Government Obligations and

money shall be segregated and held in trust for the payment of the principal and interest on the Bonds with respect to which such deposit has been made. The Government Obligations shall become due prior to the respective times at which the proceeds are needed in accordance with a schedule established and agreed upon between the Governing Body and the escrow agent at the time of the creation of the escrow, or the Government Obligations shall be subject to redemption but only at the option of the holders or owners thereof to assure the availability of the proceeds as needed to meet the schedule.

If any Bonds are deemed to be paid and discharged pursuant to this Section, within 15 days after the date of defeasance, the City shall cause written notice to be given to each Owner of the Bonds deemed paid and discharged at the address shown on the Bond register for the Bonds on the date on which the Bonds are deemed paid and discharged. The notice shall state the numbers of the Bonds deemed paid and discharged (if less than all Bonds are deemed paid and discharged), describe the Government Obligations and specify any date or dates on which the Bonds defeased are to be called for redemption pursuant to notice of redemption given or irrevocable provisions made for that notice pursuant to this Section.

Notwithstanding the foregoing, any provision of this Ordinance and a Resolution of Sale which relate to indemnification and the payment of fees and expenses, the payment of the principal of and premium of the Bonds at maturity or on a prior redemption date, interest payment and dates thereof, exchange, registration of transfer and registration of the Bonds, replacement of mutilated, destroyed, lost or stolen Bonds, the safekeeping and cancellation of the Bonds, non-presentment of the Bonds, the holding of money in trust, the obligations in this Ordinance and a Resolution of Sale regarding rebate, and the duties of the Registrar, Authenticating Agent and Paying Agent in connection with all of the foregoing shall remain in effect and binding upon the Owners, the Registrar, Authenticating Agent and Paying Agent notwithstanding the release and discharge of this Ordinance and a Resolution of Sale. The provisions of this Section shall survive the release, discharge and satisfaction of this Ordinance and a Resolution of Sale.

ARTICLE XXXI
BONDS NOT PRESENTED WHEN DUE

If any Bonds are not duly presented for payment when due at maturity or on any prior redemption date, and if money sufficient for the payment of those Bonds is on deposit with the Paying Agent for those Bonds, and, in the case of Bonds to be redeemed, if notice of redemption has been given as provided in this Ordinance or Resolution of Sale or Related Document, all liability of the City to the Owners of those Bonds shall be discharged, those Bonds shall no longer be Outstanding and it shall be the duty of that Paying Agent to segregate and to hold such money in trust, without liability for interest thereon, for the benefit of the Owners of those Bonds.

ARTICLE XXXII
DELEGATED POWERS

The officers of the City are authorized and directed to take all action from time to time which is necessary or appropriate to effectuate the provisions of this Ordinance and a Resolution of Sale, the Bonds or any Related Document including, without limitation, the delivery of a "deemed

final" certificate relating to the disclosure document for each series of Bonds, the publication of a summary of this Ordinance substantially in the form set out in Article XXXV, the publication of a summary of a Resolution of Sale, the distribution of materials related to the Bonds, the printing of the Bonds and the execution of Related Documents and certificates pertaining to the System, the Bonds, the delivery of and security for the Bonds, as may be reasonably required by the Purchaser, any Fiscal Agent, and the execution of such other certificates and documents necessary to preserve that the interest paid on the Bonds is excluded from gross income for federal income tax purposes. The officers of the City are authorized and directed to take all action from time to time which is desirable or necessary for the City with respect to arbitrage rebate requirements under Section 148(f) of the Code.

ARTICLE XXXIII
AMENDMENT OF THE ORDINANCE OR RESOLUTION OF SALE

Section 33.01 ***Limitations upon Amendments***. This Ordinance and a Resolution of Sale may be amended by ordinance of the Governing Body without the consent of Owners:

(a) To cure any ambiguity, or to cure, correct or supplement any defect or inconsistent provision contained in this Ordinance or a Resolution of Sale;

(b) To grant to the Owners any additional rights, remedies, powers or authority that may lawfully be granted to them;

(c) If applicable, to obtain or maintain a rating on the Bonds from any rating agency which amendment, in the judgment of Bond Counsel, does not materially adversely affect the Owners of the Bonds;

(d) To achieve compliance with federal securities or tax laws;

(e) To make any other changes in this Ordinance or a Resolution of Sale in connection with the issuance of the Bonds or otherwise which, in the opinion of Bond Counsel, is not materially adverse to the Owners; and

(f) To make any changes required by the rating agencies.

Section 33.02 ***Additional Amendments***. Except as provided above, this Ordinance and Resolution of Sale may only be amended or supplemented by ordinance adopted by the Governing Body in accordance with the laws of the State, without receipt by the City of any additional consideration, but with the written consent of the Owners of a majority of the principal amount of each series of Bonds then Outstanding which are affected by the amendment or supplement (not including Bonds which are then owned by or for the account of the City); provided, however, that no such ordinances shall have the effect of permitting without the consent of all of the Owners of the affected Bonds:

(a) An extension of the maturity of any Bond; or

(b) A reduction in the principal amount of, purchase price or interest rate on any Bond; or

(c) The creation of a lien on or a pledge of Net Revenues ranking prior to the lien or pledge of Parity Bonds on Net Revenues; or

(d) A reduction of the principal amount of Bonds required for consent to such amendment or supplement.

Section 33.03 ***Proof of Instruments***. The fact and date of the execution of any instrument under the provisions of this Article may be proved by the certificate of any officer in any jurisdiction who by the laws of the jurisdiction is authorized to take acknowledgments of deeds within that jurisdiction that the person signing the instrument acknowledged before him the execution of that instrument, or may be proved by an affidavit of a witness to the execution sworn to before such officer.

Section 33.04 ***Proof of Bonds***. The principal amount of and numbers of Bonds owned by any person executing such instrument and the date of holding that instrument may be proved by a certificate executed by a bank or trust company showing that on the date mentioned that person had on deposit with the bank or trust company the Bonds described in the certificate.

ARTICLE XXXIV
ORDINANCE IRREPEALABLE

After any of the Bonds are issued, this Ordinance shall be and remain irrepealable until the Debt Service Requirements on the Bonds are fully paid, canceled and discharged, as provided in this Ordinance, subject to the provisions of a Resolution of Sale or there has been defeasance of all Bonds as provided in this Ordinance and a Resolution of Sale.

ARTICLE XXXV
NOTICE OF PRIOR REDEMPTION

Section 35.01 ***The Refunded Loan Obligations***. The City has elected and does hereby declare its intent to exercise on behalf of and in the name of the City on a date to be determined by the City, at its option, as may be set forth in the this Ordinance and/or Resolution of Sale ("Redemption Date") to prior redeem the outstanding Loan as evidenced by the Loan Agreement at a redemption price equal to the principal amount of the Refunded Loan Obligations to be redeemed (as of the Redemption Date), plus accrued interest to the Redemption Date. Promptly upon issuance of the Bonds and not less than forty-five (45) days prior to the Redemption Date, the City shall mail such notice of prepayment and redemption of the Loan Agreement (Loan #_____) by first-class mail (return receipt requested) to the NMFA. Such notice may be in substantially the form attached as an exhibit to a Resolution of Sale.

Section 35.02 *Contingency*. The provisions of this Article XXXV are specifically subject to the further approval of the refunding of the Refunded Loan Obligations in a Resolution of Sale.

ARTICLE XXXVI
EFFECTIVE DATE AND GENERAL SUMMARY FOR PUBLICATION

Upon due adoption of this Ordinance, it shall be recorded and preserved by the City Clerk, authenticated by the signature of the Mayor and City Clerk or a Deputy City Clerk, and the seal

of the City impressed thereon, and the title and a general summary of the subject matter contained in this Ordinance (set out below) shall be published in a newspaper which maintains an office and is of general circulation in the City and this Ordinance shall be in full force and effect five (5) days after its publication in accordance with law.

Pursuant to Section 3-17-5 NMSA, 1978, as amended, the title and a general summary of the subject matter contained in the Ordinance shall be published in substantially the following form:

(Form of Summary of Ordinance for Publication)

CITY OF LAS VEGAS, NEW MEXICO

NOTICE OF ADOPTION OF ORDINANCE

Notice is hereby given of the title and of a general summary of the subject matter contained in an ordinance (the " Ordinance"), duly adopted and approved by the City Council of the City of Las Vegas, New Mexico, on November 19, 2012. Complete copies of this Ordinance are available for public inspection during the normal and regular business hours of the City Clerk, 1700 North Grand Avenue, Las Vegas, New Mexico, 87701.

The title of the Ordinance is:

CITY OF LAS VEGAS, NEW MEXICO
ORDINANCE

ORDINANCE NO. ~~12-16~~14-10

AUTHORIZING THE ISSUANCE AND SALE OF CITY OF LAS VEGAS, NEW MEXICO WATER UTILITY ~~REFUNDING AND~~ SYSTEM IMPROVEMENT REVENUE BONDS, IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF TWENTY FIVE MILLION AND 00/100 DOLLARS ($25,000,000.00) FOR THE PURPOSE OF DEFRAYING THE COST OF ~~REFUNDING~~, PAYING, REFINANCING AND DISCHARGING LOAN AGREEMENTS BETWEEN THE CITY AND THE NEW MEXICO FINANCE AUTHORITY AND FOR THE CONSTRUCTION AND INSTALLATION OF IMPROVEMENTS TO THE CITY'S WATER UTILITY SYSTEM; PROVIDING FOR THE ISSUANCE AND SALE OF THE BONDS; PROVIDING THAT THE BONDS WILL BE PAYABLE AND COLLECTIBLE SOLELY FROM THE NET REVENUES TO BE DERIVED FROM THE OPERATION OF THE CITY'S WATER UTILITY SYSTEM; PROVIDING FOR THE TERMS AND CONDITIONS OF THE BONDS, THE MANNER OF THEIR EXECUTION, THE METHOD OF PAYING THE BONDS AND OTHER DETAILS CONCERNING THE BONDS AND SUCH SYSTEM, INCLUDING BUT NOT LIMITED TO COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; RATIFYING ACTION PREVIOUSLY TAKEN IN CONNECTION THEREWITH AND APPERTAINING THERETO.

The title sets forth a general summary of the subject matter contained in the Ordinance.

This notice constitutes compliance with Section 6-14-6, NMSA 1978.

(End of Summary of Ordinance for Publication)

ARTICLE XXXVII
GOVERNING LAW

All rights and obligations of the parties with respect to the Bonds and this Ordinance and a Resolution of Sale shall be construed, enforced, and interpreted according to the laws of the State. Venue with regard to any action relating to the Bonds or this Ordinance shall be in federal or state district court in the State.

ARTICLE XXXVIII
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 that section, paragraph, clause or provision shall not, affect any of the remaining provisions of this Ordinance.

ARTICLE XXXIX
REPEALER CLAUSE

All bylaws, orders, resolutions and ordinances, or parts thereof, inconsistent with this Ordinance, subject to the provisions of a Resolution of Sale, are 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, previously repealed.

ARTICLE XL
INTERESTED PARTIES

Nothing in this Ordinance expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the City, the Registrar, the Paying Agent, the Purchaser and the owners of the Bonds, any right, remedy, or claim under or by reason of this Ordinance or any covenant, condition or stipulation hereof.

ARTICLE XLI
LIMITATION OF CITY'S LIABILITY

Notwithstanding any provision of this Ordinance to the contrary, the obligations of the City under this Ordinance are special limited obligations of the City payable solely from the Pledged Revenues. Neither the faith and credit, nor the taxing power of the State of New Mexico or any of its political subdivisions, including the City, is pledged to the payment or performance of such obligations. No agreements or provisions contained in this Ordinance, the provisions of a Resolution of Sale, or any other document or instrument related to the Bonds shall give rise to

any pecuniary liability of the City, its officers, its employees or members of its Council or constitute a charge against the City's general credit, or obligate the City financially in any way, except with respect to the Pledged Revenues, and their application as provided in this Ordinance and a Resolution of Sale. No failure of the City to comply with any terms, covenants, or agreements in this Ordinance or any other document or instrument related to the Bonds shall subject the City, its officers, its employees or members of its Council to any pecuniary charge or liability except to the extent that the same can be paid or recovered from the Pledged Revenues.

PASSED, APPROVED, AND ADOPTED THIS ~~19TH~~ 18TH DAY OF

~~NOVEMBER~~FEBRUARY, ~~2012~~2015.

CITY OF LAS VEGAS, NEW MEXICO

_____

Mayor Alfonso E. Ortiz, Jr. ~~MAYOR~~

[SEAL]

ATTEST:

_____

Casandra Fresquez, CITY CLERK

Councilor _____ moved for the adoption of the foregoing City Ordinance No. ~~____,~~14-10, and the motion was duly seconded by Councilor _____.

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

Those Voting Aye: _____

_____

_____

Those Voting Nay: _____

_____

Those Absent: _____

_____

_____ Councilors having voted in favor of said motion, _____ declared said motion carried by a vote of at least three-quarters (3/4) of the full membership, and said ordinance adopted, whereupon the Mayor and City Clerk signed the ordinance upon the records of the minutes of the Council.

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

Dated this ~~19th~~18th day of ~~November~~February, ~~2012~~2015.

_____

Mayor Alfonso E. Ortiz, Jr.~~Mayor~~

[SEAL]

ATTEST:

_____

Casandra Fresquez, CITY CLERK

STATE OF NEW MEXICO)
COUNTY OF SAN MIGUEL) ss.
CITY OF LAS VEGAS)

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

1. The foregoing pages are a true, perfect, and complete copy of the record of the proceedings of the City Council of Las Vegas, New Mexico (the "Council"), constituting the Governing Body of the City, had and taken at a duly called, open meeting held in the Council Room in Council Chambers at 1700 North Grand Avenue, Las Vegas, New Mexico, 87701, on ~~November 19, 2012~~February 18, 2015, at the hour of 6:00 p.m. insofar as the same relate to the proposed bond issue, a copy of which is set forth in the official records of the proceedings of the City kept in my office. None of the action taken has been rescinded, repealed, or modified.

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

3. Notice of said meeting was given by publishing the notice in a newspaper in general circulation within the City. Such notice constitutes compliance with one of the permitted methods of giving notice of special meetings of the Council as required by the open meetings standards presently in effect, i.e., City Resolution No. ~~12-16~~14-10.

IN WITNESS WHEREOF, I have hereunto set my hand this ~~19th~~ 18th day of ~~November,~~February 2015~~2012~~.

Casandra Fresquez, CITY CLERK

[SEAL]

Ordinance No. 12-16

STATE OF NEW MEXICO)
COUNTY OF SAN MIGUEL) ss.
CITY OF LAS VEGAS)

The City Council (the "Governing Body") of the City of Las Vegas, New Mexico, met in special session in full conformity with the law and the rules and regulations of the Governing Body at the City Hall at 1700 North Grand Avenue, Las Vegas, New Mexico, 87701, being the meeting place of the Governing Body for the special meeting held on the 19th day of November, 2012, at the hour of 6:00 p.m. Upon roll call, the following members were found to be present:

Present: Mayor Alfonso E. Ortiz, Jr.
Councilor Tanita Casuse-Giron'
Councilor Vincent Howell
Councilor Joey Herrera
Councilor David L. Romero

Absent: _____
_____
_____

Also Present: City Manager Timothy Dodge
City Attorney Dave Romero
City Clerk Casandra Fresquez
_____

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

TABLE OF CONTENTS

Page

ARTICLE I DEFINITIONS AND RULES OF CONSTRUCTION 3

Section 1.01 ***Definitions.*** 3
Section 1.02 ***Rules of Construction.*** 11

ARTICLE II RATIFICATION 12

ARTICLE III FINDINGS AND DECLARATIONS 12

ARTICLE IV WATER UTILITY 12

ARTICLE V AUTHORIZATION OF PROJECT, EXPENSES, AND RESERVE REQUIREMENT 12

Section 5.01 ***Project.*** 12
Section 5.02 ***Debt Service Reserve.*** 12

ARTICLE VI SERIES BONDS 13

Section 6.01 ***Authorization; Series Bonds.*** 13
Section 6.02 ***Details of the Bonds.*** 13
Section 6.03 ***Securities Depository.*** 14
Section 6.04 ***Redemption.*** 15
Section 6.05 ***Payment of the Series Bonds*** 17
Section 6.06 ***Registration, Transfer, Exchange and Ownership of the Bonds.*** 17

ARTICLE VII FILING OF SIGNATURES 18

ARTICLE VIII EXECUTION AND CUSTODY OF THE BONDS 19

Section 8.01 ***Execution.*** 19
Section 8.02 ***Custody*** 19
Section 8.03 ***Authentication.*** 19

ARTICLE IX NEGOTIABILITY; PREFERENCE 19

ARTICLE X SPECIAL LIMITED OBLIGATIONS 19

ARTICLE XI SALE AND REMARKETING OF SERIES BONDS 20

ARTICLE XII FORMS OF SERIES BONDS 20

ARTICLE XIII PERIOD OF SYSTEM'S USEFULNESS 20

ARTICLE XIV USE OF PROCEEDS; PROJECT COMPLETION; PURCHASERS NOT RESPONSIBLE 20

Section 14.01 ***Proceeds; Completion of Project for which the Bonds are Issued.*** 20
Section 14.02 ***Purchaser Not Responsible.*** 21

ARTICLE XV SUFFICIENCY OF ESCROW 22

ARTICLE XVI APPROVAL 22

Section 16.01 ***Governing Body Approval.*** 22
Section 16.02 ***Further Acts*** 22
Section 16.03 ***Use of Disclosure Documents.*** 23

ARTICLE XVII FUNDS AND ACCOUNTS 23

Section 17.01 ***Water Utility System Fund.*** 23
Section 17.02 ***Acquisition Fund.*** 23
Section 17.03 ***Redemption Fund.*** 23
Section 17.04 ***Debt Service Fund.*** 23
Section 17.05 ***Debt Service Reserve Fund.*** 23
Section 17.06 ***Subordinate Lien Funds and Accounts.*** 23
Section 17.07 ***Rebate Fund.*** 24
Section 17.08 ***Replacement Fund.*** 24
Section 17.09 ***Rate Stabilization Fund*** 24
Section 17.10 ***Other Funds*** 24

ARTICLE XVIII ADMINISTRATION OF FUNDS AND ACCOUNTS 24

Section 18.01 ***Use of Gross Revenues.*** 24
Section 18.02 ***Debt Service Fund.*** 25
Section 18.03 ***Reserve Fund.*** 26
Section 18.04 ***Termination Upon Deposits to Maturity*** 27
Section 18.05 ***Subordinated Bonds.*** 27
Section 18.06 ***Replacement Fund.*** 27
Section 18.07 ***Rate Stabilization Fund*** 27

ARTICLE XIX TRANSFERS TO PAY PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS; PAYMENT OF EXPENSES 28

Section 19.01 ***Transfers to Fiscal Agent.*** 28
Section 19.02 ***Expenses.*** 28

ARTICLE XX GENERAL ADMINISTRATION OF FUNDS 28

Section 20.01 ***Investment of Money.*** 28
Section 20.02 ***Deposits of Funds.*** 28
Section 20.03 ***Valuation of Investments.*** 28

ARTICLE XXI [*RESERVED*] 29

ARTICLE XXII PLEDGE OF NET REVENUES, LIEN OF THE BONDS AND EQUALITY OF THE BONDS 29

Section 22.01 ***Pledge of Net Revenues.*** 29
Section 22.02 ***[Reserved].*** 29
Section 22.03 ***Equality of Bonds.*** 29
Section 22.04 ***Other Pledged Amounts.*** 29

ARTICLE XXIII ADDITIONAL BONDS OF THE SYSTEM 29

Section 23.01 ***Limitations Upon Issuance of the Bonds.*** 29
Section 23.02 ***Parity Bonds.*** 29
Section 23.03 ***Superior Obligations Prohibited.*** 31
Section 23.04 ***Subordinate Obligations Permitted*** 31

ARTICLE XXIV REFUNDING BONDS 31

ARTICLE XXV PROTECTIVE COVENANTS 31

Section 25.01 ***Use of Proceeds of the Bonds*** 31
Section 25.02 ***Payment of the Bonds*** 32
Section 25.03 ***Rate Covenant*** 32
Section 25.04 ***Lien on Lands Serviced by System*** 33
Section 25.05 ***Levy of Charges.*** 33
Section 25.06 ***Efficient Operation.*** 33
Section 25.07 ***Records*** 33
Section 25.08 ***Right to Inspect.*** 33
Section 25.09 ***Audits.*** 33
Section 25.10 ***Billing Procedure.*** 34
Section 25.11 ***Charges and Liens Upon System.*** 34
Section 25.12 ***Insurance.*** 34
Section 25.13 ***[Reserved]*** 34
Section 25.14 ***Alienating System.*** 34
Section 25.15 ***Extending Interest Payments.*** 35
Section 25.16 ***Competent Management.*** 35
Section 25.17 ***Performing Duties.*** 35
Section 25.18 ***Other Liens.*** 35
Section 25.19 ***City's Existence.*** 35
Section 25.20 ***Tax Compliance*** 35

ARTICLE XXVI REBATE FUND 37

ARTICLE XXVII EVENTS OF DEFAULT 37

ARTICLE XXVIII REMEDIES UPON DEFAULT 38

ARTICLE XXIX DUTIES UPON DEFAULT 39

ARTICLE XXX DEFEASANCE 39

ARTICLE XXXI BONDS NOT PRESENTED WHEN DUE 40

ARTICLE XXXII DELEGATED POWERS 40

ARTICLE XXXIII AMENDMENT OF THE ORDINANCE OR RESOLUTION OF SALE 41

Section 33.01 ***Limitations upon Amendments.*** 41
Section 33.02 ***Additional Amendments.*** 41
Section 33.03 ***Proof of Instruments.*** 42
Section 33.04 ***Proof of Bonds.*** 42

ARTICLE XXXIV ORDINANCE IRREPEALABLE 42

ARTICLE XXXV NOTICE OF PRIOR REDEMPTION 42

Section 35.01 ***The Refunded Loan Obligations*** 42
Section 35.02 *Contingency.* 42

ARTICLE XXXVI EFFECTIVE DATE AND GENERAL SUMMARY FOR PUBLICATION 42

ARTICLE XXXVII GOVERNING LAW 44

ARTICLE XXXVIII SEVERABILITY CLAUSE 44

ARTICLE XXXIX REPEALER CLAUSE 44

ARTICLE XL INTERESTED PARTIES 44

ARTICLE XLI LIMITATION OF CITY'S LIABILITY 44

CITY OF LAS VEGAS, NEW MEXICO
ORDINANCE NO. 12-16

AUTHORIZING THE ISSUANCE AND SALE OF CITY OF LAS VEGAS, NEW MEXICO WATER UTILITY REFUNDING AND SYSTEM IMPROVEMENT REVENUE BONDS, IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF TWENTY FIVE MILLION AND 00/100 DOLLARS ($25,000,000.00) FOR THE PURPOSE OF DEFRAYING THE COST OF REFUNDING, PAYING, REFINANCING AND DISCHARGING LOAN AGREEMENTS BETWEEN THE CITY AND THE NEW MEXICO FINANCE AUTHORITY AND FOR THE CONSTRUCTION AND INSTALLATION OF IMPROVEMENTS TO THE CITY'S WATER UTILITY SYSTEM; PROVIDING FOR THE ISSUANCE AND SALE OF THE BONDS; PROVIDING THAT THE BONDS WILL BE PAYABLE AND COLLECTIBLE SOLELY FROM THE NET REVENUES TO BE DERIVED FROM THE OPERATION OF THE CITY'S WATER UTILITY SYSTEM; PROVIDING FOR THE TERMS AND CONDITIONS OF THE BONDS, THE MANNER OF THEIR EXECUTION, THE METHOD OF PAYING THE BONDS AND OTHER DETAILS CONCERNING THE BONDS AND SUCH SYSTEM, INCLUDING BUT NOT LIMITED TO COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; RATIFYING ACTION PREVIOUSLY TAKEN IN CONNECTION THEREWITH AND APPERTAINING THERETO.

RECITALS:

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 City of Las Vegas, San Miguel County, New Mexico (the "City"), is a legally and regularly created, established, organized and existing municipal corporation under the general laws of the State of New Mexico; and

WHEREAS, the City now owns, operates and maintains a public utility consisting of a water utility system (the "System"), which the City hereby declares shall be continued to be operated as a public utility; and

WHEREAS, the City will provide for the imposition of rates and charges against users of the System; and

WHEREAS, pursuant to Ordinance No. 83-30 passed and adopted by the Council on June 8, 1995, the City has authorized and approved the Loan as evidenced by the Loan Agreement (as defined below) with the NMFA, payable from a lien on the Net Revenues (defined below) in the initial principal amount of $4,680,500, and pursuant to Ordinance No. 03-06 passed and adopted by the Council on June 18, 2003, the City has authorized and approved an amendment to the Loan Agreement with the NMFA, payable from a lien on the Net Revenues, in order to lower interest rates on a portion of the Loan, of which $979,703 of the principal amount of such Loan

remains outstanding and $341,301.50 is deposited in the required debt service reserve fund (the "Loan Agreement Reserve Fund"); and

WHEREAS, the City has been advised of the need to make certain improvements to the System in order to: acquire, extend, enlarge, better, repair and/or otherwise improve the System, and, more specifically, those capital improvement projects to be set forth in a Resolution of Sale (the "System Improvements"); and

WHEREAS, the City intends to issue its Bonds (as defined below), upon the terms and subject to the conditions as set forth in this Ordinance and a subsequent Resolution of Sale, in part for the purpose of refunding, paying, refinancing, and discharging the Loan (the "Refunding Project"), which will substantially reduce the interest costs the principal remaining on the Loan, and will effect other savings and economies, all to the benefit of the City, and consequently will provide for public health, peace, and safety of the City and its citizens; and

WHEREAS, the City also intends to issue its Bonds, upon the terms and subject to the conditions as set forth in this Ordinance and a subsequent Resolution of Sale, as applicable, in part to finance a portion of the costs of the System Improvements (the "Improvement Project"), which will meet an urgent need for the Improvement Project and consequently also will provide for the public health, peace and safety of the City and its citizens; and

WHEREAS, the Bonds consist of two portions designated as the "Refunding Bonds" and the "Improvement Bonds" as defined in Section 1 of this Ordinance, and the Refunding Project shall be funded by the Refunding Bonds and the Improvement Project shall be funded by the Improvement Bonds; and

WHEREAS, the City will issue the Bonds only after receipt of the required approval of the Refunding Bonds by the Department of Finance and Administration of the State of New Mexico; and

WHEREAS, the City is authorized under the Act to issue utility revenue bonds to defray all or a part of the costs of the Project and the Bonds shall be issued pursuant to the Act; and

WHEREAS, the issuance of the Bonds will provide for the preservation of the public health, peace and safety; and

WHEREAS, the Governing Body has determined that it is necessary and in the best interest of the City and the residents of the City that the Series Bonds be authorized and issued in a maximum aggregate principal amount of $25,000,000 and that the specific terms of the Series Bonds be specified in this Ordinance and a subsequent Resolution of Sale within the parameters set forth herein.

BE IT ORDAINED BY THE CITY COUNCIL, THE GOVERNING BODY OF THE CITY OF LAS VEGAS:

ARTICLE I
DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.01 ***Definitions.*** As used in this Ordinance and in any Resolution of Sale, the following terms have the meanings specified, unless the context clearly requires otherwise:

"*Acquisition Fund*" means the "City of Las Vegas, New Mexico Water Utility Loan Refunding and System Improvement Revenue Bonds Acquisition Fund," established in Article XVII.

"*Act*" means with respect to the Bonds, this Ordinance, a Resolution of Sale, the powers of the City under the Constitution and general laws of the State applicable to the City, including NMSA 1978, §§ 3-23-1 to -10 (2011), NMSA 1978, §§ 3-27-1 to -9 (2011), NMSA 1978, §§ 3-31-1 to -12 (2011), NMSA 1978, §§ 6-18-1 to -16 (2005), enactments of the Governing Body and the laws of the State, as may be further provided in a Resolution of Sale.

"*Authenticating Agent*" means the Registrar or other Fiscal Agent if otherwise designated by this Ordinance or Resolution of Sale, required to authenticate the Bonds.

"*Authorized Denominations*" means denominations of $1.00 or integral multiples of $1.00, unless otherwise specified for an issuance of Bonds in the applicable Resolution of Sale.

"*Authorized Officer*" means the City's Mayor, City Manager, City Treasurer, City Attorney, City Finance Director or other officer or employee of the City when designated by a certificate signed by the Mayor of the City from time to time.

"*Bonds*" means any obligation of the City as authorized pursuant to Section 3-31-1 to 3-31-12 (2011), NMSA 1978 whether designated as a bond, note, loan or loan agreement, warrant, debenture, lease-purchase agreement, or other instrument evidencing an obligation of the City to make payments which may be marketed in a public, private placement, or negotiated sale to a lender or purchaser with the final terms thereof as set forth in a Resolution of Sale.

"*Bond Counsel*" means an attorney at law or a firm of attorneys, designated by the City, of nationally recognized standing in matters pertaining to the issuance of bonds issued by states and their political subdivisions.

"*Bond Purchase Agreement*" means a bond purchase agreement or loan agreement to be entered into between the City and a Purchaser in substantially the form presented at the meeting of the Governing Body at which this Ordinance or Resolution of Sale is adopted.

"*Bond Year*" means, the twelve-month period specified in this Ordinance or Resolution of Sale.

"*Business Day*" means any day during which any bank, trustee, paying agent, remarketing agent and tender agent for that series, and the New York Stock Exchange are all open for business during normal business hours unless otherwise defined in a Resolution of Sale.

"*City*" means the City of Las Vegas in the County of San Miguel, State of New Mexico.

"*Code*" means the Internal Revenue Code of 1986, as amended, the federal income tax regulations of the Treasury Department promulgated thereunder or applicable thereto (whether proposed, temporary or final) and any amendments of, or successor provision to, the foregoing and any official rulings, announcements, notices, procedures and judicial determinations regarding any of the foregoing, all as and to the extent applicable. Unless otherwise indicated, reference to a Section of the Code in this Ordinance or a Resolution of Sale means that Section of the Code and such applicable regulations, rulings, announcements, notice, procedures and determinations pertinent to that Section.

"*Completion Date*" means the date of completion of the acquisition, construction and installation of the Project as certified pursuant to Article XIV.

"*Consulting Engineer*" means any registered or licensed professional engineer or firm of engineers or Independent Accountant, entitled to practice and practicing as such under the laws of the State, retained and compensated by the City but not in the regular employ of the City; but, as to any construction drawings and specifications prepared for the System by City employees under the supervision of the City Engineer, this term may include the City Engineer.

"*Continuing Disclosure Undertaking*" means, if applicable, the agreement of the City for the benefit of Owners pursuant to which the City agrees for the benefit of Owners that, while the Bonds are Outstanding, the City will annually provide certain financial information and operating data and will provide notice of certain material events in accordance with Rule 15c2-12 promulgated under the Securities Exchange Act of 1934.

"*Council*" means the Governing Body.

"*Counsel*" means an attorney at law (who may be counsel to the City).

"*Debt Service Fund*" means the Debt Service Fund established in Article XVII for the Bonds into which deposits are to be made for payment of the Debt Service Requirements.

"*Debt Service Requirements*," for any given period, means the sum of: (a) the amount required to pay the interest becoming due on the Bonds during that period, or to make reimbursements for payments of interest; and (b) the amount required to pay the principal becoming due on the Bonds during that period, whether at maturity or upon mandatory sinking fund redemption dates, or to make reimbursements for payments of that principal.

"*Debt Service Reserve Fund*" means the reserve fund established in Article XVII for the Bonds into which deposits are made to meet the Reserve Requirement.

"*Depository*" means any of the following registered securities depository: The Depository Trust Company or, in accordance with then-current guidelines of the Securities and Exchange Commission, such other securities depositories as an Authorized Officer of the City may designate.

"*Expense Account*" means that account established for the purpose of appropriating for the annual budget that part of the Operation and Maintenance Expenses which are reasonably necessary for the administration of the Debt Service Fund.

"*Expenses*" means the reasonable and necessary fees, costs and expenses incurred by the City with respect to the Bonds and Related Documents, including, without limitation, fees paid to consultant fees, the fees, compensation, costs and expenses to be paid to any Fiscal Agent and expenses incurred in connection with the sale, issuance, remarketing, payment and administration of the Bonds, including attorneys' fees. Expenses do not include any payment of or reimbursement for the payment of Debt Service Requirements or premiums on the Bonds or liabilities incurred by the City as the result of negligence in the operation of the System or any payments made to the City's general fund as payments in lieu of franchise or other City taxes.

"*Fiscal Agent*" means any trustee, paying agent, tender agent, registrar, remarketing agent, bank, or other agent employed with respect to the sale, issuance, remarketing, payment, purchase, administration or otherwise in connection with the Bonds.

"*Fiscal Agreement*" means any remarketing agreement, tender agreement, investment agreement, trust agreement, paying agent agreement, escrow agreement or other document required for the remarketing, purchase, payment, security or administration of the Bonds.

"*Fiscal Year*" means the twelve-month period beginning on the first day of July of each year and ending on the last day of June of the next succeeding year, or any other twelve-month period which the City or other appropriate authority may establish as the fiscal year for the System.

"*Governing Body*" means the Council which is vested with legislative power of the City and any successor thereto.

"*Government Obligations*" means direct obligations of the United States of America or obligations guaranteed by the United States of America.

"*Gross Revenues*" means all income and revenues directly or indirectly derived by the City from the operation and use of the System, or any part of the System, and includes, without limitation, all revenues received by the City, or any municipal corporation or agency succeeding to the rights of the City, from the System involving the transportation, distribution and sale of water for use or consumption by the City and public and private customers of the System (including all territorial annexations which may be made while the Bonds are outstanding). Such term also includes:

(a) All income derived from the investment of any money in the Acquisition Fund, Water Utility System Fund, Debt Service Fund and Rate Stabilization Fund and from surplus Net Revenues;

(b) Money released from the Rebate Fund to the City;

(c) Money released from the Rate Stabilization Fund to the extent that the amount released is used to pay Operation and Maintenance Expenses or Debt Service Requirements on Bonds in the year released; provided that withdrawals from the Rate Stabilization Fund shall not be included in Gross Revenues for the purposes of the Rate Covenant in any two consecutive calendar years; and

(d) Property insurance proceeds which are not necessary to restore or replace the property lost or damaged and the proceeds of the sale or other disposition of any part of the System.

Gross Revenues do not include:

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

(b) taxes and/or fees collected by the City and remitted to other governmental, agencies;

(c) condemnation proceeds or the proceeds of any insurance policy, except any property insurance proceeds described above in clause (4) of this definition or derived in respect of loss of use or business interruption; and

(d) the proceeds of the Bonds or any other bonds or refunding bonds.

"*Historic Test Period*" means any period of 12 consecutive months out of the 18 calendar months next preceding the delivery of additional Parity Bonds pursuant to Section 23.02 of Article XXIII.

"*Improvement Bonds*" means that portion of the Bonds used for the Improvement Project and consists of all of the Bonds the proceeds of which are not used for the Refunding Project and which are not specified as a part of the Refunding Bonds.

"*Improvement Project*" means the Improvements, and if moneys become available therefor from proceeds of the issuance of the Bonds, any other capital improvement project approved by the Council for which the proceeds of tax-exempt system revenue bonds may be lawfully expended pursuant to Section 3-31-1(A), NMSA 1978.

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

"*Insured Bank*" means a bank insured by an agency of the United States.

"*Interest Payment Date*" means the date or dates for the payment of interest stated in this Ordinance or Resolution of Sale for the Bonds.

"*Loan*" or "*Loan Agreement*" means the original loan and loan agreement dated as of June 1, 1995 between the City and the NMFA in the initial principal amount of $4,680,500 consisting of a "Cash Funded Portion" in the amount of $425,500 of which $80,703 is currently outstanding;

and a second portion of the loan, was amended by amendment dated June 25, 2004, between the City and the NMFA, in order to reduce the interest rate with respect to the "Market Rate Portion" of the loan, which is payable from a lien on the Net Revenues with $909,000 of such "Market Rate Portion" currently outstanding and $341,301.50 remaining in the required Loan Agreement Reserve Fund.

"Loan Agreement Reserve Fund" means the applicable debt service reserve fund established under the Loan Agreement.

"NMFA" means the New Mexico Finance Authority.

"*NMSA*" means New Mexico Statutes Annotated, 1978 Compilation, as amended and supplemented.

"*Net Revenues*" means the Gross Revenues after deducting Operation and Maintenance Expenses.

"*Official Statement*" means the final disclosure document, if any, relating to the offer and sale of the Bonds (including the cover page and all summary statement appendices and other materials included or incorporated by reference or attached thereto), as amended or supplemented.

"*Operation and Maintenance Expenses*" means all reasonable and necessary current expenses of the System, in 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 various City departments 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) expenses other than Expenses paid from the proceeds of Bonds;

(d) the costs of audits of the books and accounts of the System;

(e) amounts required to be deposited in the Rebate Fund or otherwise required to make rebate payments to the United States Government; and

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

(g) 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, liabilities incurred by the City 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.

"*Outstanding*" or "*outstanding*" when used in reference to Bonds means, on any particular date, the aggregate of all Bonds issued and delivered under the this Ordinance and Resolution of Sale authorizing the issuance of the Bonds, except:

(a) those cancelled at or prior to such date or delivered to or acquired by the City at or prior to such date for cancellation;

(b) those which have been paid or are deemed to be paid in accordance with the applicable City ordinance and resolution authorizing the issuance of the applicable bonds or otherwise relating thereto;

(c) in the case of variable rate bonds, bonds deemed tendered but not yet presented for payment; and

(d) those in lieu of or in exchange or substitution for which other bonds shall have been delivered, unless proof satisfactory to the City and the paying agent for the applicable bonds is presented that any bond for which a new bond was issued or exchanged is held by a bona fide holder in due course.

"*Owner*" means the registered owner or owners of any Bond as shown on the registration books for the Bonds as maintained by the Registrar.

"*Parity Bonds*" means the Loan as evidenced by the Loan Agreement and any other obligations, now or hereafter issued or incurred, payable from or secured by a lien on or pledge of and issued with a lien on, the Net Revenues on a parity with the Series Bonds issued under this Ordinance and a Resolution of Sale.

"*Paying Agent*" means the City Finance Director or any trust company, national or state banking association or financial institution qualified to act and appointed as the paying agent for the Bonds in a Resolution of Sale or by an Authorized Officer from time to time.

"*Permitted Investments*" means any of the following to the extent that, at the time the investment is made, it is an investment that is authorized by the law of the State for public money of the City: (i) bonds or negotiable securities of the United States or the State, (ii) bonds or negotiable securities of any county, municipality or school district that has a taxable valuation of real property for the last preceding year of at least one million dollars and has not defaulted in the payment of any interest or sinking fund obligation or failed to meet any bonds at maturity at any time within five years last preceding the time of investment, (iii) securities that are issued by the United States government or by its agencies or instrumentalities and that are either direct obligations of the United States or are backed by the full faith and credit of the United States government or agencies guaranteed by the United States government, (iv) money market accounts that invest solely in direct obligations of the United States Treasury that have maturities

of one year or less, (v) certificates of deposit of banks (including the Depository), savings and loan associations or credit unions certified or designated to receive public money on deposit and whose deposits are insured by an agency of the United States, and (vi) the State Treasurer's short-term investment fund created pursuant to Section 6-10-10.1 NMSA 1978, and operated, maintained and invested by the State Treasurer.

"*Preliminary Official Statement*" means the initial disclosure document, if any, relating to the offer and sale of the Bonds.

"*Project*" means the Improvement Project and the Refunding Project, and all costs incidental to the foregoing and the issuance of the Bonds.

"*Prospective Test Period*" means the 12-month period commencing on the first day of the month following the estimated Completion Date of the project for which additional Parity Bonds are proposed to be issued pursuant to Section 23.02 of Article XXIII or the first day of the thirty-sixth month following the delivery of such Parity Bonds, whichever is earlier.

"*Purchaser*" means the original purchaser or lender with respect to the Bonds as set forth in a Resolution of Sale.

"*Rate Covenant*" means the covenant in Section 25.03 of Article XXV relating to charging rates for use of the System to pay Debt Service Requirements.

"*Rate Stabilization Fund*" means the Rate Stabilization Fund for the Bonds established in Article XVII.

"*Rebate Fund*" means the Rebate Fund for the Bonds established in Article XVII.

"*Record Date*" means, unless otherwise stated in a Resolution of Sale, (a) with respect to the Bonds with a term or tender period of less than one year, the first Business Day preceding each Interest Payment Date and (b) with respect to the Bonds with a term or tender period of one year or more, the fifteenth day of the calendar month preceding each Interest Payment Date.

"*Redemption Date*" means that date as set forth in Section 35 hereof.

"*Redemption Fund*" means the "City of Las Vegas, New Mexico Water Utility Refunding and System Improvement Revenue Bonds Redemption Fund," established in Article XVII, for deposit of the proceeds of the Refunding Bonds at a closing pending payment of such proceeds to the Paying Agent to be used to pay the redemption price of the Loan.

"*Refinancing Proceeds*" means proceeds receivable by the City from the sale of bonds or otherwise, the proceeds of which are pledged to the payment of the Bonds.

"*Refunded Loan Obligations*" means the obligations of the City under the Loan as evidenced by the Loan Agreement, outstanding in the aggregate principal amount of $664,000, plus accrued interest, or such other amount as provided in a Resolution of Sale. The Cash Funded Principal is not included in the Refunding Project.

"*Refunding Bonds*" means Bonds issued for the purpose refunding or refinancing outstanding water system revenue bonds as provided in this Ordinance or Resolution of Sale.

"*Refunding Project*" means refunding, discharging and paying all or a portion of the Loan as evidenced by the Loan Agreement obligation.

"*Registrar*" means the City Finance Director or any trust company, national or state banking association or financial institution qualified to act and appointed as the registrar for the Bonds in this Ordinance, a Resolution of Sale or by an Authorized Officer from time to time.

"*Related Documents*" means, as applicable, the Fiscal Agreements, Preliminary Official Statement, Official Statement, Continuing Disclosure Undertaking or other disclosure documents, Bond Purchase Agreement, mortgages or other security documents, loan agreements, and such other agreements as may be required for the Bonds as provided in this Ordinance or a Resolution of Sale.

"*Replacement Fund*" means the Replacement Fund established in Article XVII.

"*Reserve Account*" means an account of the Debt Service Fund to be established for the Bonds with a Reserve Requirement.

"*Reserve Requirement*" means, unless otherwise defined in this Ordinance or a Resolution of Sale, for an issuance of Tax-Exempt System Bonds (as defined in Section 25.20), an amount not to exceed an amount equal to the lesser of ten percent (10%) of the principal amount of the Bonds, the maximum annual Debt Service Requirement on the Bonds or 125% of average annual Debt Service Requirements on the Bonds, calculated on the date of initial issuance of the Bonds and recalculated on the date of any optional redemption or purchase by the City for cancellation of the Bonds from the date of original issuance of the Bonds redeemed or purchased were never issued.

"*Resolution of Sale*" means a resolution and all amendments thereto of the Governing Body that may be adopted prior to the initial issuance and delivery of the Bonds, approving specific terms, details and designation with respect to the Bonds within the parameters set forth in this Ordinance, and providing for the issuance and sale of the Bonds.

"*Series Bonds*" means the "City of Las Vegas, New Mexico Water Utility Loan Refunding and System Improvement Revenue Bonds" which may be issued within two (2) years from the date of this Ordinance and in one or more issuances of bonds or loans, in an amount not to exceed the maximum aggregate principal amount of $25,000,000, to be issued pursuant to the terms of this Ordinance and Resolution of Sale setting forth the terms, conditions, series, and final designation or name of such Bonds for the purpose of defraying the costs of the Project.

"*S&P*" means Standard & Poor's Ratings Group, a division of McGraw-Hill, Inc., its successors and their assigns.

"*State*" means the State of New Mexico.

"*Subordinated Bonds*" means all other bonds and other obligations of the City now or hereafter issued with a lien on the Net Revenues subordinate to the liens of Parity Bonds on the Net Revenues.

"*System Improvements*" means the improvements to the System as enumerated in the Recitals to this Ordinance.

"*System*" or "*Utility*" means the municipally owned public utility designated as the City's Water Utility System, consisting of all properties, real, personal, mixed or otherwise, now owned or hereafter acquired by the City through purchase, construction, condemnation, or otherwise, and used in connection with said water utility system of the City, and in any way appertaining thereto, whether situated within or without the limits of the City.

"*Valuation Date*" means the date provided in this Ordinance or a Resolution of Sale.

"*Water Utility System Fund*" means the "City of Las Vegas, New Mexico, Water Utility System Fund" established in Article XVII of this Ordinance.

Section 1.02 ***Rules of Construction***. For purposes of this Ordinance and a Resolution of Sale, unless otherwise expressly provided or unless the context requires otherwise:

(a) Unless otherwise stated in this Ordinance, a Resolution of Sale, all references in the this Ordinance, or a Resolution of Sale to designated Articles and other sections are to the designated Article and other section of this Ordinance, or a Resolution of Sale, as applicable.

(b) The words "herein," "hereof," "hereunder" and "herewith" and other words of similar import refer to this Ordinance, or a Resolution of Sale, as applicable, as a whole and not to any particular Article or section.

(c) All accounting terms not otherwise defined in this Ordinance, or the a Resolution of Sale have the meanings assigned to them in accordance with generally accepted accounting principles.

(d) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

(e) The headings used in this Ordinance, and a Resolution of Sale are for convenience of reference only and shall not define or limit the provisions of this Ordinance, or a Resolution of Sale.

(f) Terms in the singular include the plural and vice versa.

ARTICLE II
RATIFICATION

All action previously taken (not inconsistent with the provisions of the Ordinance) by the Governing Body and the officers of the City, directed toward the authorization, issuance and sale of the Bonds is ratified, approved and confirmed.

ARTICLE III
FINDINGS AND DECLARATIONS

The Governing Body, having considered all relevant information and data including recitals set forth hereinabove makes the following findings and declarations:

(a) *Authorization.* The City finds that it has authority under the Act to complete the System Improvements, to undertake the Project, and to issue the Series Bonds, for the purpose of defraying the cost of such acquisition.

(b) *Benefit to Public.* The issuance of the Series Bonds, to provide funds to finance the Project is necessary and in the interest of the public health, safety and welfare of the residents of the City and will result in savings of interest and System operations costs to the City.

(c) *Parity Obligation.* The Loan constitutes a Parity Obligation within the meaning of the Loan Agreement.

ARTICLE IV
WATER UTILITY

The water facilities now owned and hereafter acquired by the City constitute a municipally owned and operated water utility (i.e., the System shall be owned, operated and maintained by the City as such).

ARTICLE V
AUTHORIZATION OF PROJECT, EXPENSES, AND RESERVE REQUIREMENT

Section 5.01 ***Project.*** The Project and payment of Expenses related to the Series Bonds are authorized and approved. The Series Bonds shall be issued pursuant to this Ordinance and a Resolution of Sale to (a) initially fund the Project; (b) pay expenses related to the issuance of the Series Bonds; and (c) to fund any related Reserve Requirement not otherwise funded by the application of the funds remaining in the Loan Agreement Reserve Fund.

Section 5.02 ***Debt Service Reserve.*** The funding of a Reserve Fund with Bond proceeds, funds remaining in the Loan Agreement Reserve Fund, or from Net Revenues in the amount of the Reserve Requirement, as applicable, is hereby authorized and approved.

ARTICLE VI
SERIES BONDS

Section 6.01 ***Authorization; Series Bonds.*** This Ordinance has been adopted by the affirmative vote of at least three-fourths of all of the members of the Governing Body for the purpose of establishing parameters in connection with the issuance of Bonds subject to a Resolution of Sale to be adopted by the Governing Body. For the purpose of protecting the public health, conserving the property, protecting the general welfare and prosperity of the citizens of the City, and for the purpose of defraying the cost of the Project, the Governing Body hereby declares it is necessary that the City issue, and the City is hereby authorized to issue, in one or more issuances, pursuant to all or any specific statutory authorization as part of the Act, the Bonds to be initially designated "City of Las Vegas, New Mexico New Mexico Water Utility Loan Refunding and System Improvement Revenue Bonds" in an aggregate principal amount not to exceed $25,000,000. The Series Bonds shall be payable, collectable and reimbursable solely from the Pledged Revenues. The Governing Body hereby authorizes the sale of the Series Bonds through a public, private-placement, or negotiated sale to the Purchaser, subject to the terms and conditions and restrictions set forth in this Ordinance, a Resolution of Sale and Related Documents. The Series Bonds, if sold to the Purchaser, may be sold subject to payment by the City of a placement fee as set forth in a Resolution of Sale.

Section 6.02 ***Details of the Bonds.***

(a) *General.* The Bonds shall be issued, in Authorized Denominations, numbered with such prefixes or other distinguishing designations and shall be fully registered or payable to a lender identified in a loan agreement. The Series Bonds shall be dated, have such principal amounts and have such maturity dates (no later than 40 years, or other shorter period of time from the date of issuance) as set forth in a Resolution of Sale.

(b) *Interest.* Interest on the Bonds shall be payable at the rates set forth in a Resolution of Sale. The interest on the Bonds shall be the interest rate or rates established in a Resolution of Sale and shall be payable on each Interest Payment Date as set forth in a Resolution of Sale, provided that the maximum interest rate and net effective interest rate shall not exceed 12% per annum.

Unless otherwise stated in a Resolution of Sale, the Bonds shall bear interest from the most recent date to which interest has been paid or provided for or if no interest has been paid or provided for from the date of the Bonds until maturity or until redeemed if called for redemption prior to maturity. Unless otherwise stated in a Resolution of Sale, interest on the Bonds will be computed on the basis of a 360-day year consisting of twelve 30-day months. If, upon presentation at maturity or for prior redemption, payment of the principal amount of a Bond is not made as required by this Ordinance or Resolution of Sale, interest on the unpaid principal amount of such Bond shall continue to accrue at the interest rate stated or described in that Bond until the principal amount of that Bond is paid in full.

(c) *Priority on Net Revenues.* Unless otherwise provided in a Resolution of Sale, the Bonds payable in whole or in part from Net Revenues shall have priority for payment from the Net Revenues of the System on a parity with the Loan as evidenced by the Loan Agreement. Hereafter, Parity Bonds may be issued by complying with the requirements for the issuance of additional Parity Bonds set forth in Section 23.02 or as Subordinated Bonds. Subordinated Bonds may be converted to Parity Bonds by the City at any time by resolution or ordinance of the Governing Body upon satisfaction of the conditions for issuing additional Parity Bonds set forth in Section 23.02.

(d) *Other Related Documents.* The City may enter into other Related Documents relating to the sale, issuance, delivery, remarketing, purchase, registration or other administration of the Bonds and pay reasonable fees and expenses to the Fiscal Agents charged with the administration of the Bonds and Related Documents.

Section 6.03 ***Securities Depository.***

(a) The Bonds may be issued, in whole or in part, in book-entry form with no physical distribution of bond certificates made to the public. A Depository will act as securities depository for the Bonds issued in book-entry form. A single certificate for each maturity date of those Bonds will be delivered to the Depository and immobilized in its custody. The book-entry system will evidence ownership of the Bonds in Authorized Denominations, with transfers of ownership effected on the books of the Depository and its participants ("Participants"). As a condition to delivery of the Bonds in book-entry form, the Purchaser will, immediately after acceptance of delivery thereof, deposit the Bond certificates with the Depository, registered in the name of the Depository or its nominee. Principal, premium, if any, and interest will be paid to the Depository or its nominee as the registered Owner of the Bonds in book-entry form. The transfer of principal and interest payments to Participants will be the responsibility of the Depository; the transfer of principal and interest payments to the beneficial owners of the Bonds ("Beneficial Owners") by Participants will be the responsibility of such Participants and other nominees of Beneficial Owners maintaining a relationship with Participants ("Indirect Participants"). The City will not be responsible or liable for maintaining, supervising or reviewing the records maintained by the Depository, Participants or Indirect Participants.

(b) If (i) the Bonds are not eligible for the services of the Depository, (ii) the Depository determines to discontinue providing its services with respect to the Bonds or (iii) the City determines that a continuation of the system of book-entry transfers through the Depository ceases to be beneficial to the City or the Owners of the Bonds, the City will either identify another Depository or Bond certificates will be delivered to Beneficial Owners or their nominees and the Beneficial Owners or their nominees, upon authentication of the Bonds and registration of those Bonds in the Beneficial Owners' or nominees' names, will become the Owners of the Bonds for all purposes. In that event, the City shall mail an appropriate notice to the Depository for notification to Participants, Indirect

Participants and Beneficial Owners of the substitute Depository or the issuance of Bond Certificates to Beneficial Owners or their nominees, as applicable.

(c) Authorized Officers are authorized to sign agreements with Depositories relating to the matters set forth in this Section 6.03.

(d) The terms of this Section 6.03 may be changed with respect to the Bonds by a Resolution of Sale.

Section 6.04 ***Redemption.***

(a) The Bonds may be subject to optional, mandatory sinking fund and/or extraordinary redemption, in whole or in part, upon the conditions, on the dates and upon payment of the redemption prices set forth in a Resolution of Sale and Related Documents for the Series Bonds.

(b) At its option, to be exercised on or before the 45th day next preceding any mandatory sinking fund redemption date, the City may irrevocably elect to (i) deliver to the Paying Agent for cancellation Series Bonds, interest terms and maturity in any aggregate principal amount and/or (ii) receive a credit in respect to its sinking fund redemption obligation for any Bonds, interest terms and maturity which, prior to said date, have been redeemed (otherwise than through the operation of the sinking fund) and cancelled by the Paying Agent and not theretofore applied as a credit against any sinking fund redemption obligation. Each Series Bond delivered or previously redeemed shall be credited by the Paying Agent as directed by the City at the principal amount thereof in Authorized Denominations against the amounts required to be paid by the City on the designated mandatory sinking fund redemption date and the principal amount of the Bonds to be redeemed by operation of such sinking fund on such date shall be reduced by that principal amount

(c) If less than all of the Bonds subject to redemption are to be redeemed at any one time, the Bonds to be redeemed, other than Bonds redeemed pursuant to mandatory sinking fund redemption provisions, shall be selected by the Registrar in the manner determined by the City or as otherwise set forth in a Resolution of Sale. However, if less than all Bonds are redeemed, the Bonds to be redeemed within a maturity shall be selected by lot in such manner as determined by the Registrar. Part of a Bond may be redeemed if the amount of that Bond which remains outstanding is also in an Authorized Denomination.

(d) Unless otherwise provided in the applicable Resolution of Sale, notice of redemption of the Bonds shall be given by the Registrar by sending a copy of such notice by registered or certified first-class, postage prepaid mail not less than 30 days prior to the redemption date to the Owner of each Bond, or portion thereof, to be redeemed at the address shown as of the fifth day prior to the mailing of notice on the registration books kept by the Registrar. Unless the Registrar is the City Finance Director, the City shall give the Registrar notice of

Bonds to be called for optional or extraordinary redemption at least fifteen (15) days prior to the date that the Registrar is required to give Owners notice of redemption specifying the Bonds and the principal amount thereof to be called for redemption and the applicable redemption date. Bonds to be called for mandatory sinking fund redemption shall be called for redemption by the Registrar without the necessity of any notice to the Registrar from the City. If the City has not designated the Bonds to be called for redemption on the dates specified above, the Registrar shall select the Bonds to be redeemed by lot. Neither the City's failure to give such notice, the Registrar's failure to give such notice to the registered Owner of any Bonds, or any defect therein, nor the failure of the Depository to notify a Participant or any Participant or Indirect Participant to notify a Beneficial Owner of any such redemption, shall affect the validity of the proceedings for the redemption of any Bonds for which proper notice was given. Notices shall specify the series, numbers CUSIP numbers and maturity date or dates of the Bonds to be redeemed (if less than all Bonds are to be redeemed), the principal amounts of any Bonds to be redeemed in part, the date fixed for redemption, and shall further state that on such redemption date there will become and be due and payable upon each Bond or part thereof to be redeemed at the office of the Paying Agent the principal amount, as applicable, thereof to be redeemed plus accrued interest, if any, to the redemption date and the stipulated premium, if any, and that from and after such date, interest will cease to accrue on those Bonds. In addition to the foregoing notice, the notice of redemption given by the Registrar shall include such additional information, and the Registrar shall comply with any other terms regarding redemption, as are required by any applicable agreement with a Depository.

Notice having been given in the manner provided above, the Bonds or part thereof called for redemption shall become due and payable on the redemption date designated and, if an amount of money sufficient to redeem all Bonds called for redemption shall be on deposit with the Paying Agent on the redemption date, the Bonds or part thereof to be redeemed shall not be deemed to be Outstanding and shall cease to bear or accrue interest from and after such redemption date.

However, if money sufficient to pay the principal of and premium, if any, on the Bonds to be redeemed at the option of the City is not received by the Paying Agent prior to the giving notice of redemption in accordance with this Section 6.04, that notice shall state that the redemption is conditional upon the receipt of that money by the Paying Agent by 2:00 p.m. prevailing Mountain Time on the redemption date. If an amount sufficient to redeem all the Bonds called for redemption is so received (i) the Paying Agent shall redeem only those Bonds called for redemption for which the redemption price was received and the Bonds to be redeemed, being less than all of the Bonds to be redeemed, shall be selected by the Registrar in the manner and from the maturities designated by the City; and if less than all of the Bonds of a given maturity are redeemed, the Bonds to be redeemed within that maturity shall be selected by lot in such manner as determined by the Registrar, and (ii) the redemption notice shall have no effect with respect to those Bonds for which the redemption price was not received and those Bonds shall not be redeemed. Part of a Bond may be redeemed in an Authorized Denomination if the

amount of that Bond which remains outstanding is also in an Authorized Denomination. In addition, the notice of redemption given by the Registrar shall include such additional information, and the Registrar shall comply with any other terms regarding redemption, as are required by any applicable agreement with a Depository.

Notice having been given in the manner provided in this Section 6.04, and subject to the terms of this Section 6.04, the Bonds or part thereof called for redemption shall become due and payable on the redemption date designated and the Bonds or part thereof to be redeemed, for which sufficient money on deposit with the Paying Agent, shall not be deemed to be Outstanding and shall cease to bear or accrue interest from and after such redemption date. Upon presentation of a Bond to be redeemed at the office of the Paying Agent on or after the redemption date, or, so long as the book-entry system is used for determining beneficial ownership of Bonds, upon satisfaction of the terms of any other arrangement between the Paying Agent and the Depository, the Paying Agent will pay such Bond or portion thereof called for redemption.

The Registrar shall also send a copy of the notice of redemption by certified mail or by overnight delivery to each Depository and to an Information Service. Failure to provide notice to any Depository or the Information Service shall not affect the validity of proceedings for the redemption of the Bonds.

(e) The terms of this Section 6.04 may be changed with respect to the Bonds by a Resolution of Sale.

Section 6.05 ***Payment of the Series Bonds***. Except as otherwise provided in a Resolution of Sale for an issuance of Bonds, principal and interest on the Bonds shall be payable in lawful money of the United States of America, without deduction for exchange or collection charges. Principal on each Bond shall be payable in immediately available funds at maturity or redemption thereof upon presentation and surrender of such Bond at the principal office of the Paying Agent (which is appointed as registrar and transfer agent for the Bonds) or at the designated office of any successor Paying Agent. Interest on the Bonds shall be payable by check or draft mailed to the registered owner thereof (or in such other manner as may be agreed upon by the Paying Agent and the registered owner), as shown on the registration books maintained by the Registrar at the address appearing therein on the fifteenth calendar day of the month next preceding the interest payment date (the "Record Date"). Any interest which is not timely paid or provided for shall cease to be payable to the owner thereof (or of one or more predecessor Bonds) as of the Record Date, but shall be payable to the owner thereof (or of one or more predecessor Bonds) at the close of business on a special record date for the payment of that overdue interest. The special record date shall be fixed by the Paying Agent whenever moneys become available for payment of the overdue interest, and notice of the special record date shall be given to Bond owners not less than ten days prior thereto. If any Bond presented for payment remains unpaid at maturity or redemption, it shall continue to bear interest at the rate or rates designated in, and applicable to, such Bond from time to time. If any Bond is not presented for payment at maturity or redemption when funds available therefor have been deposited with the Paying Agent, it shall cease bearing interest on and from the date of maturity or redemption.

Section 6.06 ***Registration, Transfer, Exchange and Ownership of the Bonds***. Except as otherwise provided in a Resolution of Sale for an issuance of Bonds:

(a) The City shall cause books for registration, transfer and exchange of the Bonds to be kept at the principal office of the Registrar. Upon surrender for transfer or exchange of any Bond at the principal office of the Registrar duly endorsed by the Owner or its attorney duly authorized in writing, or accompanied by a written instrument or instruments of transfer or exchange in form satisfactory to the Registrar and properly executed, the City shall execute and the Registrar shall authenticate and deliver in the name of the transferee or Owner, as appropriate, a new Bond or Bonds of the same series, maturity, interest rate and same aggregate principal amount in Authorized Denominations.

(b) The person in whose name any Bond is registered shall be deemed and regarded as its absolute Owner for all purposes. Payment of either the principal of or interest on any Bond shall be made only to or upon the order of its Owner or its legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability on the Bonds to the extent of the amount paid.

(c) If any Bond is lost, stolen, destroyed or mutilated, the Registrar shall, upon receipt of that Bond if mutilated, and the evidence, information or indemnity which the Registrar may reasonably require, authenticate and deliver a replacement Bond or Bonds of the same series, aggregate principal amount, maturity and interest rate, bearing a number or numbers not then outstanding. If any lost, stolen, destroyed or mutilated Bond has matured or been called for redemption, the Registrar may direct the Paying Agent to pay that Bond in lieu of replacement.

(d) The City may issue Bonds in bearer form if permitted by applicable law and if, in the opinion of Bond Counsel, the issuance of such Bonds in bearer form will not adversely effect the legality or tax-status of such Bonds.

(e) Exchanges and transfers of Bonds shall be made without charge to the Owner or any transferee except that the Registrar may make a charge sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to that transfer or exchange.

(f) Except for any Bond which may be and is tendered for purchase, the Registrar shall not be required to transfer or exchange (i) any Bond during the five (5) day period preceding the mailing of notice calling Bonds for redemption and (b) any Bond called for redemption.

ARTICLE VII
FILING OF SIGNATURES

Prior to the execution of any Series Bond pursuant to Uniform Facsimile Signature of Public Officials Act, NMSA 1978, §§ 6-9-1 to -6 (1999), the Mayor, City Clerk and/or City Finance Director shall each file with the New Mexico Secretary of State his or her manual signature certified by him or her under oath; provided that filing shall not be necessary for any officer where any previous filing may have legal application to the Bonds.

ARTICLE VIII
EXECUTION AND CUSTODY OF THE BONDS

Section 8.01 ***Execution***. Except as otherwise provided in a Resolution of Sale for an issuance of Bonds, the Bonds shall be signed with the facsimile of the signature, or the manual signature, of the Mayor and the manual or facsimile signature of the City Clerk or a Deputy City Clerk. There shall be placed on each Bond the printed, engraved, stamped or otherwise placed facsimile or imprint of the City's corporate seal. The Bonds when authenticated and bearing the manual or facsimile signatures of the officers in office at the time of their signing shall be valid and binding obligations of the City, notwithstanding that before delivery of those Bonds, any or all of the persons who executed those Bonds shall have ceased to fill their respective offices. The Mayor and City Clerk or Deputy City Clerk, at the time of the execution of the Bonds and the signature certificate, each may adopt as and for his or her own facsimile signature, the facsimile signature of his or her predecessor in office if such facsimile signature appears upon any of the Bonds or certificates pertaining to the Bonds. No manual or facsimile signature of an officer of the City or an Authenticating Agent shall be required if the Bonds are issued in book-entry form without the delivery of any physical securities.

Section 8.02 ***Custody***. Except as otherwise provided in a Resolution of Sale for an issuance of Bonds, the Authenticating Agent or its designee shall hold in custody all Bonds signed and attested by the Mayor and City Clerk or Deputy City Clerk until ready for delivery to the purchaser, transferee or Owner. The City shall, from time to time, at the written request of the Authenticating Agent, provide the Authenticating Agent an adequate supply of Bonds.

Section 8.03 ***Authentication***. Except as otherwise provided in a Resolution of Sale for an issuance of Bonds, no Series Bond shall be valid or obligatory for any purpose unless the certificate of authentication has been duly executed by the Authenticating Agent. The Authenticating Agent's certificate of authentication shall be deemed to have been duly executed if manually signed by an authorized officer of the Authenticating Agent, but it shall not be necessary that the same officer sign the certificate of authentication on all the Bonds.

ARTICLE IX
NEGOTIABILITY; PREFERENCE

Except as otherwise stated in this Ordinance or a Resolution of Sale, Bonds shall be fully negotiable and shall have all the qualities of negotiable paper and the Owners shall possess all rights enjoyed by the holders of negotiable instruments under the provisions of the State's Uniform Commercial Code-Investment Securities. Except as otherwise set forth in this Ordinance, or Resolution of Sale or Related Documents, the Bonds shall in all respects be equally and ratably secured, without preference, priority or distinction on account of the dates or the actual times of the issuance or maturities of the Bonds.

ARTICLE X
SPECIAL LIMITED OBLIGATIONS

All of the Bonds and all payments of principal of and interest on Bonds, the purchase price of Bonds and the fees, costs, expenses and other obligations of the City under the Related

Documents, together with the interest accruing thereon, shall be special limited obligations of the City and shall be payable, collectible and reimbursable solely from the Pledged Revenues. However, the City may, subject to the provisions of the Act, in its sole discretion, pursuant to a Resolution of Sale, pledge, mortgage or encumber property and other collateral in addition to the Net Revenues, Refinancing Proceeds and Bond Proceeds, other than ad valorem property tax revenues, to the payment of the Bonds. Owners and obligees under the Related Documents may not look to any general or other municipal fund or assets for the payment of the principal of or interest on such obligations or such fees, costs and expenses, except the designated special funds or assets specifically pledged for the Bonds as set forth in or permitted by this Section. Neither the Series Bonds, the Related Documents, nor such costs, fees and expenses of the City shall constitute an indebtedness of the City within the meaning of any constitutional or statutory provision or limitation, nor shall they be considered or held to be general obligations of the City, and each Bond shall recite that it is payable and collectible solely from the Pledged Revenues. Notwithstanding the foregoing, the City may, in its sole discretion, use any other funds legally available to the City, without having pledged such funds, for the payment of the Bonds

ARTICLE XI
SALE AND REMARKETING OF SERIES BONDS

The Series Bonds shall be sold in accordance with a Bond Purchase Agreement at a public, private-placement, or negotiated sale to the Purchaser or Purchasers as specified in the Bond Purchase Agreement. Bonds delivered shall be sold in accordance with the terms of a Resolution of Sale. After the Bonds have been duly executed and authenticated and, upon receipt of the purchase price, the Bonds shall be delivered to the Purchaser by the Authenticating Agent in accordance with the Bond Purchase Agreement. However, if Bonds are in book-entry form, those Bonds shall be delivered to the Depository.

ARTICLE XII
FORMS OF SERIES BONDS

The form of the Series Bonds shall be substantially as set forth in a Resolution of Sale, with such terms and provisions as are not inconsistent with this Ordinance.

ARTICLE XIII
PERIOD OF SYSTEM'S USEFULNESS

The period of usefulness of the System is in excess of the final maturity date of the Series Bonds.

ARTICLE XIV
USE OF PROCEEDS; PROJECT COMPLETION; PURCHASERS NOT RESPONSIBLE

Section 14.01 ***Proceeds; Completion of Project for which the Bonds are Issued.***

(a) Proceeds from the sale of the Bonds subject to the provisions of a Resolution of Sale, shall be deposited as follows:

(i) The proceeds of the Bonds designated for the payment of interest may be deposited in the Acquisition Fund or the Debt Service Fund. Money on deposit in the Acquisition Fund for the payment of interest on the Bonds shall be transferred to the Debt Service Fund in the amounts, and prior to the due dates, of the interest payments to be made on the Bonds.

(ii) Proceeds of the Bonds may be used to satisfy all or part of the Reserve Requirement by depositing proceeds the Reserve Account for that series.

(iii) If Bonds are issued to refund other Bonds, proceeds from the sale of the refunding Bonds shall be deposited in an escrow fund or a redemption account established for the payment of the Bonds to be refunded, may be used to pay Expenses relating to the refunding or the refunded Bonds, and for such other purposes relating to the refunding or incidental to the issuance or administration of the refunding Bonds as are permitted in this Ordinance or a Resolution of Sale.

(iv) The proceeds from the portion of the Bonds designated as the Refunding Bonds shall be deposited in the Redemption Fund and shall be used to finance the Refunding Project. Such amount shall be sufficient to pay the redemption price of the Loan Agreement.

(v) The balance of the proceeds from the portion of the Bonds designated as the Improvement Bonds shall be deposited in the Acquisition Fund established and applied to the Improvement Project, for the payment of Expenses of or relating to the Bonds and for any other purpose related to the Project or incidental to the issuance or administration of the Bonds permitted in this Ordinance, subject to the provisions of a Resolution of Sale. Earnings on amounts on deposit in an Acquisition Fund may be used to pay costs of the Project or, Debt Service Requirements on the Bonds.

(b) Subject to the provisions of a Resolution of Sale, the Completion Date for the Improvement Project financed by the issuance of the Bonds shall be evidenced by a certificate signed by the managing director of the System or other City official responsible for the System stating that the part of the Improvement Project being funded by the Bonds has been completed. As soon as practicable, and in any event not more than 60 days after the Completion Date, any balance remaining in the Acquisition Fund (other than any amount retained by the City for costs of that part of the Project not then due and payable) shall be used by the City for the payment of the principal of or interest next coming due on the Bonds.

Section 14.02 ***Purchaser Not Responsible.*** The Purchasers of the Bonds shall not be responsible for the application or use by the City of the proceeds of Series Bonds.

ARTICLE XV
SUFFICIENCY OF ESCROW

The proceeds of refunding bonds, together with any other money of the City available to pay principal of, premium, if any, and interest on bonds of the System being refunded (including, but not limited to Outstanding Parity Bonds), deposited in an escrow fund or account established to refund Outstanding bonds shall be sufficient to pay when due the principal of, premium, if any, and interest on the bonds to be refunded. The escrow agent shall invest the money on deposit in the escrow fund or account as permitted under the ordinance, a Resolution of Sale and, if applicable, the escrow agreement pertaining to the refunding bonds. The investment obligations held by the escrow agent shall mature at such times as are necessary to insure the prompt payment of the principal of, premium, if any, and interest on the bonds to be refunded as they become due and such obligations shall not permit the redemption thereof at the option of the issuer of such obligations.

ARTICLE XVI
APPROVAL

Section 16.01 ***Governing Body Approval.*** Prior to issuance of the Bonds, a Bond Purchase Agreement, a Preliminary Official Statement or form of Official Statement, the Continuing Disclosure Undertaking, with terms which are not inconsistent with the terms of this Ordinance and a Resolution of Sale, shall be submitted to the Governing Body for approval or ratification. Other Related Documents with terms which are consistent with this Ordinance and a Resolution of Sale may be approved by an Authorized Officer. An Authorized Officer may consent to any changes in Related Documents as are not inconsistent with this Ordinance and a Resolution of Sale. With respect to the Bonds, an Authorized Officer is:

(a) authorized to execute a Bond Purchase Agreement, subject to either prior approval or effective upon ratification by the Governing Body with terms of the Bonds and of the sale to the Purchaser of the Bonds within the parameters set forth in this Ordinance and a Resolution of Sale; and

(b) authorized and directed to execute and deliver Preliminary Official Statement and Official Statement, the Continuing Disclosure Undertaking the Related Documents, and other documents to which the City is a party or which the City is required to execute and any extension of or changes or amendments thereto or any substitutions therefor approved by the Authorized Officer substantially in the form presented to the Governing Body if applicable, and which are not inconsistent with this Ordinance and a Resolution of Sale. The execution of a Related Document by an Authorized Officer, or any extensions thereof or substitutions therefor, in its final form shall constitute conclusive evidence of the Authorized Officer's approval of that Related Document and compliance with this Section. The City Clerk is authorized to affix the seal of the City to and to attest any Related Documents, as required.

Section 16.02 ***Further Acts.*** From and after the adoption of this Ordinance, the officers, agents and employees of the City are authorized, empowered and directed to do all such acts and

things and to execute all such documents as may be necessary to carry out and comply with the provisions of this Ordinance, a Resolution of Sale and the applicable Related Documents.

Section 16.03 ***Use of Disclosure Documents***. The Purchaser of the Bonds is authorized to lawfully use and distribute the Preliminary Official Statement and the Official Statement (with terms which are not inconsistent with this Ordinance, and a Resolution of Sale in connection with the offering and sale of the Bonds.

ARTICLE XVII
FUNDS AND ACCOUNTS

Section 17.01 ***Water Utility System Fund.*** The City shall establish or continue the Water Utility System Fund as a separate, distinct and segregated fund to be held by the City or its designee. As long as any Debt Service Requirements on the Bonds payable in whole or in part from Net Revenues are outstanding, all Gross Revenues shall continue to be set aside and credited to the Water Utility System Fund.

Section 17.02 ***Acquisition Fund.*** The Acquisition Fund is established as a separate and distinct fund of the City to be maintained and controlled by the City or its designee. The City may establish a separate Acquisition Account in the Acquisition Fund and may establish separate subaccounts in any such account for the payment of capitalized interest and for other purposes permitted by this Ordinance or a Resolution of Sale.

Section 17.03 ***Redemption Fund.*** The Redemption Fund is established as a separate and distinct fund of the City to be maintained and controlled by the City or its designee for deposit of the proceeds of the Refunding Bonds in payment of the Refunded Loan Obligations as provided in a Resolution of Sale.

Section 17.04 ***Debt Service Fund.*** The Debt Service Fund is established as a separate and distinct fund of the City to be maintained and controlled by the City or its designee for the deposit of Net Revenues and, if applicable, Refinancing Proceeds. Subject to the provisions of a Resolution of Sale, the City may establish a separate Debt Service Account in the Debt Service Fund and may establish separate subaccounts in any such account for purposes permitted by this Ordinance or the Resolution of Sale.

A separate Expense Account may also be established as part of the Debt Service Fund as provided in a Resolution of Sale. Money on deposit or credited to the Expense Account shall be used for the purpose of payment of that part of Operation and Maintenance Expenses that are reasonably necessary for the administration of the Debt Service Fund.

Section 17.05 ***Debt Service Reserve Fund.*** The City may establish a reserve fund as a separate and distinct fund to be maintained and controlled by the City or its designee as provided under a Resolution of Sale with respect to meeting the Reserve Requirement.

Section 17.06 ***Subordinate Lien Funds and Accounts***. The City may establish separate and distinct funds and accounts to be maintained and controlled by the City or its designee to pay Debt Service Requirements on, and to fund Reserve Accounts for, Subordinated Bonds as provided in a Resolution of Sale.

Section 17.07 ***Rebate Fund.*** The Rebate Fund is established as a special and separate fund, subject to the provisions of a Resolution of Sale, to be maintained and controlled by the City or its designee to the extent that rebate payments may be required to be made pursuant to Section 148(f) of the Code.

Section 17.08 ***Replacement Fund.*** The Replacement Fund may be established as a special and separate fund to be maintained and controlled by the City or its designee for the purposes described in Section 18.06 as provided under the provisions of a Resolution of Sale.

Section 17.09 ***Rate Stabilization Fund.*** The Rate Stabilization Fund may be established as a special and separate fund to be maintained and controlled by the City or its designee for the purposes described in Section 18.07 as provided under the provision of a Resolution of Sale.

Section 17.10 ***Other Funds.*** Other funds and accounts relating to the Bonds, including, but not limited to escrow funds and accounts if Bonds are to be refunded, may be established by a Resolution of Sale, to be controlled and maintained by the City or its designee.

ARTICLE XVIII
ADMINISTRATION OF FUNDS AND ACCOUNTS

Section 18.01 ***Use of Gross Revenues.*** As long as any Bonds are outstanding, all Gross Revenues shall be deposited in the Water Utility System Fund and subject to the provisions of a Resolution of Sale, transferred from that Fund to the following funds and accounts or for payment of the following amounts in the order listed:

(a) *Operation and Maintenance Expenses.* A sufficient amount of Gross Revenues shall be set aside each month to be used to pay the current Operation and Maintenance Expenses as they become due.

(b) *Debt Service Fund or Account for Parity Bonds.* Net Revenues shall be transferred to the Debt Service Fund or Account established for each series of Outstanding Parity Bonds payable in whole or in part from Net Revenues to pay Debt Service Requirements on Parity Bonds as they become due.

(c) *Reserve Fund or Account.* Net Revenues shall be transferred to the Reserve Fund or Account for each series of Parity Bonds payable in whole or in part from Net Revenues with a Reserve Requirement to the extent that deposits are required to be made as a result of any deficiency in the Reserve Requirement for an applicable series of Parity Bonds.

(d) *Subordinated Bonds.* Net Revenues shall be used to pay Debt Service Requirements on Subordinated Bonds payable in whole or in part from Net Revenues and to fund any Reserve Requirement for applicable Subordinated Bonds.

(e) *Replacement Fund.* At the option of the City, Net Revenues may be transferred to the Replacement Fund to be used for the purposes stated in Section 18.06.

(f) *Rate Stabilization Fund.* At the option of the City, Net Revenues may be transferred to the Rate Stabilization Fund to be used for the purposes stated in Section 18.07.

(g) *Surplus Net Revenues.* Net Revenues shall be retained in the Water Utility System Fund or used for any other lawful System purpose including, but not limited to, redeeming or purchasing the Bonds or paying costs and expenses of the City relating to the administration of the Bonds but shall not be transferred to the general fund of the City except for Operation and Maintenance Expenses owed by the System to the City and taxes, payments in lieu of taxes, assessments and other municipal or governmental charges of the City lawfully levied or assessed upon the System.

(h) *Accumulation of Revenues.* Gross Revenues need not be retained for any use or in any fund or account described in this Section 18.01 in excess of the Gross Revenues required for any current use or deposit. For the purposes of this subparagraph, the term current shall mean the month during which the Net Revenues are being distributed and the immediately following month.

Section 18.02 ***Debt Service Fund.***

(a) Except as stated in Section 18.04 or required by a Resolution of Sale, Net Revenues shall be transferred to the Debt Service Fund sufficient to pay when due the Debt Service Requirements on the Bonds:

(i) in substantially equal monthly deposits of Net Revenues shall be made to the Debt Service Fund beginning six months before each Interest Payment Date for the Bonds in order to make the next payment of interest on each Bond when due. However, if the first Interest Payment Date for the Bonds is less than seven months after the date of the original issuance of the Bonds, equal monthly deposits of Net Revenues before the first Interest Payment Date shall begin in the first full month following the date of issuance of the Bonds.

(ii) in substantially equal monthly deposits of Net Revenues shall be made to the Debt Service Fund beginning 12 months before each principal payment date for the Bonds in order to make the next scheduled payment of principal on each Bond when due whether at maturity on a mandatory sinking fund redemption date. However, if the first principal payment date for the Bonds is less than thirteen months after the date of the original issuance of the Bonds, equal monthly deposits of Net Revenues before the first principal payment date shall begin in the first full month following the date of issuance of the Bonds. Principal payments include scheduled payments at maturity, by mandatory sinking fund installment or otherwise scheduled payments of principal.

(iii) if in the month immediately preceding any payment date for the Bonds, the City determines that there are not sufficient funds accumulated in a Debt Service Fund to pay the amount becoming due on the Bonds on the payment date, the City shall promptly deposit any available Net Revenues in the Debt Service Fund in an amount equal to the deficiency. If, prior to any payment date for the Bonds, there has accumulated in the Debt Service Fund the entire amount necessary to pay the amount becoming due on the Bonds on that payment date, no additional Net Revenues need be deposited in the Debt Service Fund prior to that payment date. In making the determinations permitted by this paragraph, the City may take into account the amount on deposit in any other fund or account or escrow relating to the Bonds irrevocably set aside for the next payment of the Bonds.

(b) Amounts other than Net Revenues pledged to or available for payment of the Bonds, including without limitation Refinancing Proceeds, shall be deposited in the Debt Service Fund and applied to the payment of the Debt Service Requirements of the Bonds as provided in a Resolution of Sale.

(c) Unless otherwise stated in a Resolution of Sale, amounts deposited in the Debt Service Fund shall be applied first to the payment of interest and then to pay or satisfy any sinking fund requirements for the payment of principal.

(d) Money in a Debt Service Fund shall be used only to pay the Debt Service Requirements on the Bonds. Transfers of amounts equal to the Debt Service Requirements shall be made by the City on a timely basis to the appropriate Fiscal Agent.

(e) Moneys on deposit in or credited to the Expense Account shall be used for the purpose of paying that part of the Operation and Maintenance Expenses which are reasonably necessary for the administration of the Debt Service Fund. The Expense Account has been created for the convenience of appropriating such Expenses for the annual budget of the City. Such Expenses shall have the same priority with respect to the use of Gross Revenues as any other Operation and Maintenance Expense.

Section 18.03 ***Reserve Fund.*** Unless otherwise required by a Resolution of Sale, beginning in the month following the date of the issuance of the Bonds, sixty equal monthly deposits of Net Revenues shall be made into the Reserve Fund until the Reserve Requirement for the Bonds is reached.

The Reserve Fund may be funded with the proceeds of the Bonds and Net Revenues or any combination thereof.

No payments need be made into the Reserve Fund as long as the sum of the money in the Reserve Fund is equal to or greater than the Reserve Requirement. Money in the Reserve Fund shall be acc mulated and maintained as a continuing reserve to be used, except as provided in

this Section 18.03 and Section 18.04, only to prevent deficiencies in the payment of the principal or interest on the Bonds.

If the amount on deposit in the Debt Service Fund on a payment date and available Net Revenues are not enough to pay the amount becoming due on that date, an amount equal to the deficiency shall be transferred from the Reserve Fund to the Debt Service Fund. A sum equal to the amount in the Reserve Fund used to pay Debt Service Requirements on the Bonds shall be deposited in the Reserve Fund from the first Net Revenues received by the City which are not required by Section 18.01 to be used for another purpose.

Section 18.04 ***Termination Upon Deposits to Maturity***. No payments need be made into the Debt Service Fund or Reserve Fund if the sum of the amounts in that Debt Service Fund and Reserve Fund is not less than the Debt Service Requirements due and to become due on and before the final maturity date of the Bonds, both accrued and not accrued. The money retained in those two accounts shall be used only to pay the Debt Service Requirements when due except that any money on deposit in the Debt Service Fund which is not necessary to pay such Debt Service Requirements shall, to the extent lawful, be used as surplus Net Revenues and any money on deposit in the Reserve Fund which is not necessary to pay such Debt Service Requirements (other than proceeds of other bonds of the System) shall be deposited in the Replacement Fund.

Section 18.05 ***Subordinated Bonds***. Net Revenues shall be used as required by the applicable authorizing ordinance or resolution of sale authorizing the issuance of Subordinated Bonds and the funding of reserves for Subordinated Bonds and for payment of related Expenses. Subordinated Bonds shall have the order of priority with respect to other Subordinated Bonds as set forth in the applicable authorizing ordinance or resolution of sale or City ordinances authorizing the issuance of Subordinated Bonds.

Section 18.06 ***Replacement Fund***. In addition to Net Revenues, the City may deposit in the Replacement Fund all money released from a Reserve Fund in excess of the Reserve Requirement except for any such excess which is designated for another System purpose by resolution or ordinance of the Governing Body or which is proceeds of other bonds of the System.

While the Bonds are outstanding, money on deposit in the Replacement Fund, upon approval of Bond Counsel or as provided in a Resolution of Sale, shall be used only (i) for replacement costs and capital improvements to the System, (ii) for extraordinary charges relating to the financing or refinancing of the System, and (iii) to purchase or otherwise defease, or provide for the defeasance of, the Bonds, provided the monies on deposit in the Replacement Fund shall be used for the purpose described in (i) above on a first priority basis.

Section 18.07 ***Rate Stabilization Fund***. Money on deposit in the Rate Stabilization Fund may be withdrawn at any time and used, upon approval of Bond Counsel or as provided in a Resolution of Sale, for any purpose for which Gross Revenues may be used.

ARTICLE XIX
TRANSFERS TO PAY PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS; PAYMENT OF EXPENSES

Section 19.01 ***Transfers to Fiscal Agent.*** Unless the City Finance Director is the Paying Agent, the City shall transfer legally available funds for the payment of principal of, premium, if any, and interest on the Bonds to the Paying Agent on or before the date on which each such payment is due.

Section 19.02 ***Expenses.*** The City or its designee shall pay all Expenses directly to the party entitled thereto from amounts on deposit in the Acquisition Account, the Expense Account and from other legally available revenues and other sources including Net Revenues, as applicable.

ARTICLE XX
GENERAL ADMINISTRATION OF FUNDS

The funds and accounts designated in Articles XVII and XVIII shall be administered as follows:

Section 20.01 ***Investment of Money.*** To the extent practicable, any money in any such fund or account shall be invested in Permitted Investments within any limitations imposed by this Ordinance or a Resolution of Sale. Obligations purchased as an investment of money in any fund or account shall be deemed at all times to be part of that fund or account, and the interest accruing and any profit realized on those investments shall be credited to that fund or account, unless otherwise stated in this Ordinance, a Resolution of Sale or Related Document (subject to withdrawal at any time for the uses directed and permitted for such money by this Ordinance, a Resolution of Sale and Related Documents), and any loss resulting from such investment shall be charged to that fund or account. The City Finance Director or other custodian of such fund or account shall present for redemption or sale on the prevailing market any Permitted Investment in a fund or account when necessary to provide money to meet a required payment or transfer from that fund or account.

Section 20.02 ***Deposits of Funds.*** The money and investments which are part of the funds and accounts designated in Articles XVII and XVIII shall be maintained and kept in an Insured Bank or banks or may be held in book-entry form in the name of the City by an agent or custodian of or for the City for the benefit of the City, as permitted by State law. Each payment or deposit shall be made into and credited to the proper fund or account at the designated time, except that when the designated time is not a Business Day, then the payment shall be made on the next succeeding Business Day unless otherwise required in this Ordinance, a Resolution of Sale or Related Documents. The City may establish one or more accounts in Insured Banks for all of the funds and accounts or combine such funds and accounts with any other Insured Bank account or accounts for other funds and accounts of the City.

Section 20.03 ***Valuation of Investments.*** In the computation of the amount in any account or fund for any purpose under this Ordinance or a Resolution of Sale, except as otherwise expressly provided under the Code and subject to the terms of this Ordinance or a Resolution of Sale, Permitted Investments shall be valued at the cost thereof (including any amount paid as accrued interest) or the principal amount thereof, whichever is less; except that Permitted

Investments purchased at a premium may initially be valued at the cost thereof, but in each year after such purchase shall be valued at a lesser amount determined by ratably amortizing the premium over the remaining term. Bank deposits shall be valued at the amount deposited, exclusive of any accrued interest or any other gain to the City until such gain is realized by the receipt of an interest-earned notice, or otherwise. The valuation of Permitted Investments and bank deposits in any account shall be made not less frequently than annually or as otherwise required by an applicable provision of the Code. Unless otherwise required by an applicable provision of the Code, no loss or profit on Permitted Investments shall be deemed to take place as a result of fluctuations in the market quotations prior to the sale or maturity thereof.

ARTICLE XXI
[*RESERVED*]

ARTICLE XXII
PLEDGE OF NET REVENUES, LIEN OF THE BONDS AND EQUALITY OF THE BONDS

Section 22.01 ***Pledge of Net Revenues.*** The City hereby pledges and grants a security interest in the Net Revenues, for the payment of principal of premium, if any, and interest on, the Series Bonds and any other amounts due under this Ordinance and a Resolution of Sale, which shall be applied to the payment of such obligations with the priorities set forth in Article XXIII. This Ordinance and a Resolution of Sale constitute an irrevocable and first lien on parity with the lien thereon of the Loan as evidenced by the Loan agreement, but not necessarily an exclusive first lien, on the Net Revenues as set forth herein.

Section 22.02 ***[Reserved].***

Section 22.03 ***Equality of Bonds.*** Except as set forth in this Ordinance, an applicable Authorizing Ordinance, Resolution of Sale or Related Documents, the Bonds payable in whole or in part from Net Proceeds, from time to time outstanding shall not be entitled to any priority one over the other in the application of the Net Revenues, regardless of the time or times of their issuance.

Section 22.04 ***Other Pledged Amounts.*** The proceeds of the Bonds, pending their application, are hereby pledged for the payment of the Bonds. In addition, Refinancing Proceeds are hereby pledged in payment of the Bonds that are expressly payable from Refinancing Proceeds pursuant to an applicable authorizing ordinance or resolution of sale.

ARTICLE XXIII
ADDITIONAL BONDS OF THE SYSTEM

Section 23.01 ***Limitations Upon Issuance of the Bonds.*** Subject to the limitations of this Article and Article XXV, nothing in this Ordinance shall be construed to prevent the issuance by the City of additional bonds.

Section 23.02 ***Parity Bonds.*** Subject to the provisions of a Resolution of Sale, Parity Bonds may be issued as additional Bonds of the System, payable in whole or in part from Net Revenues

for System purposes including, but not limited to, financing the costs of improvements to the System and paying the costs incident to the issuance of such Parity Bonds.

The tests required in this Section 23.02 shall be performed without adjustment for payments to or withdrawals from the Rate Stabilization Fund or interest accrued (other than amounts representing capitalized interest) in the Acquisition Fund. Except as permitted herein and by Article XXIV and subject to the provisions of a Resolution of Sale, prior to the issuance of additional Parity Bonds, the City shall be current in making all deposits required by Article XVIII and the following test shall be satisfied:

(a) the Net Revenues for the Historic Test Period shall have been sufficient to pay an amount representing at least 130% of the maximum combined annual Debt Service Requirements of Outstanding Parity Bonds and the terms of either subparagraphs (b)(i) or (b)(ii)shall be satisfied; and

(b) (i) Using the fees and rates for use of the System on the date of computation, or assuming that any new schedule of fees and rates approved by the City during or after the Historic Test Period was in effect during the entire Historic Test Period, the Net Revenues which were or would have been received during that Historic Test Period shall have been sufficient to pay an amount representing at least 130% of the maximum combined annual Debt Service Requirement on the Outstanding Parity Bonds and the Parity Bonds proposed to be issued; or

(ii) The projected Net Revenues for the Prospective Test Period shall be sufficient to pay an amount representing at least 130% of the maximum combined annual Debt Service Requirements on the Outstanding Parity Bonds and the Parity Bonds proposed to be issued. To determine if the annual Net Revenues are sufficient for the purposes of the preceding sentence, the Net Revenues projected for the applicable Prospective Test Period shall be determined by applying the rates for use of the System approved by the City at the time of computation to be in effect during the Prospective Test Period to the proposed number of connections to the System after giving effect to the purchase, expansion or improvement of the System.

In determining whether additional Parity Bonds may be issued pursuant to this Section 23.02, a written certificate or opinion of an Independent Accountant that states in substance that the Net Revenues are sufficient to pay the amount required shall be conclusively presumed to be accurate in determining the right of the City to authorize, issue, sell and deliver additional Parity Bonds. Notwithstanding the foregoing, if all Parity Bonds issued prior to the date hereof are no longer Outstanding, then such a certificate or opinion from an Authorized Officer will satisfy the foregoing requirement. Also, an opinion of a Consulting Engineer as to the estimated completion date of the Project to be financed by the proposed Parity Bonds and the estimated Net Revenues for the Prospective Test Period referred in subsection (b)(ii) above, shall be conclusively presumed to be accurate and the Independent Accountant or Authorized Officer, as the case may be, may conclusively rely upon the written opinion of the Consulting Engineer in making the determinations required by subsections (a), (b)(i) and (b)(ii) above.

Section 23.03 ***Superior Obligations Prohibited.*** As long as Parity Bonds are outstanding, the City shall not issue additional bonds having a lien on the Net Revenues prior and superior to the lien of Parity Bonds on Net Revenues.

Section 23.04 ***Subordinate Obligations Permitted.*** Nothing contained in this Ordinance shall be construed to prevent the City from issuing bonds or other obligations with no lien on Net Revenues or a lien on Net Revenues subordinate to the lien of the Parity Bonds on Net Revenues.

ARTICLE XXIV
REFUNDING BONDS

The provisions of Article XXIII are subject to the following exceptions:

(a) *Privilege of Issuing Refunding Obligations.* The City may refund bonds payable in whole or in part from Net Revenues, regardless of whether the priority of the lien on the Net Revenues for the payment of the refunding Bonds payable in whole or in part from Net Revenues, is changed (except as provided in Sections 23.03 and 23.04, and in subsections (b) and (c) of this Article).

(b) *Limitations Upon Issuance of Refunding Parity Bonds.* No refunding bonds or other refunding obligations shall be issued as Parity Bonds unless:

(i) there is delivered a certificate of the Authorized Officer of the City showing that the combined Debt Service Requirements on all Outstanding Parity Bonds payable in whole or in part from Net Revenues for any Fiscal Year after the issuance of refunding Parity Bonds will not exceed the combined Debt Service Requirements on all Outstanding Parity Bonds payable in whole or in part from Net Revenues authorized prior to the issuance of such refunding Parity Bonds, and the City is in current compliance with the Rate Covenant, or

(ii) The refunding Parity Bonds are issued in compliance with Section 23.02.

(c) *Limitations Upon Issuance of Any Refunding Bonds.* Any refunding bonds shall be issued with such details as the Governing Body may provide by appropriate proceedings but without impairment of any contractual obligation imposed upon the City by any proceedings authorizing the issuance of any unrefunded portion of the Bonds to which the refunding was applicable.

ARTICLE XXV
PROTECTIVE COVENANTS

Section 25.01 ***Use of Proceeds of the Bonds.*** The City covenants and agrees that it will promptly apply the proceeds of the Series Bonds, to the Project, and for the other purposes permitted by this Ordinance or a Resolution of Sale.

Section 25.02 ***Payment of the Bonds***. The City covenants and agrees that it will promptly pay the Debt Service Requirements on the Bonds at the place, on the dates and in the manner specified in this Ordinance, a Resolution of Sale and Related Documents.

Section 25.03 ***Rate Covenant.***

(a) Unless otherwise provided in a Resolution of Sale, the City covenants that it will at all times fix rates and collect charges for each class of service rendered by the System, and to, from time to time, amend or adjust such rates so that Gross Revenues of the System shall always be sufficient to provide for the payment of the Debt Service Requirements on all Outstanding Bonds of the System, including the Series Bonds, payable in whole or in part from Net Revenues as and when the same become due and payable, to maintain the funds and accounts established in this Ordinance or a Resolution of Sale, to provide for the payment of expenses of administration, Operation and Maintenance Expenses of the System which may be necessary to preserve the same in good repair and working order, including the necessary reserves therefor and all other payments necessary to meet ongoing legal obligations to be paid at that time; and

(b) Unless otherwise provided in this Ordinance or a Resolution of Sale, the City further covenants that it will at all times fix, charge and collect such rates and charges as shall be required in order that in each Fiscal Year the Net Revenues shall at least equal the greater of (a) the Debt Service Requirements on all Outstanding Bonds of the System, including the Series Bonds payable in whole or in part from Net Revenues in such Fiscal Year and the deposits required by this Ordinance as such requirements may be supplemented and amended by a Resolution of Sale, to be made into the various funds of this Ordinance or Resolution of Sale in such year or (b) 130% of the Debt Service Requirements on all Outstanding bonds of the System, including the Series Bonds, payable in whole or in part from Net Revenues in such Fiscal Year.

Subject to the provisions of this Ordinance or a Resolution of Sale, failure by the City to comply with the foregoing Rate Covenant in any Fiscal Year will not constitute an event of default under this Ordinance or a Resolution of Sale, so long as the City, within 180 days, adopts the schedule of rates and charges recommended or approved by a Consulting Engineer which would bring the City into compliance with the Rate Covenant. Except as provided in a Resolution of Sale, the City is also required under this Ordinance in each Fiscal Year to complete a review of its financial condition for the purpose of estimating whether the Net Revenues for such Fiscal Year and for the next succeeding Fiscal Year will be sufficient to comply with the Rate Covenant set forth above and shall by resolution make a determination with respect thereto. If the City determines that the Net Revenues may not be so sufficient, it shall forthwith cause the Consulting Engineer to make a study for the purpose of recommending a schedule of fees, rates and charges for the System which, in the opinion of the Consulting Engineer, will cause sufficient Gross Revenues to be collected in such Fiscal Year to comply with the Rate Covenant set forth above and will cause additional Gross Revenues to be collected in such Fiscal Year sufficient to eliminate the amount of any deficiency at the earliest practicable time within such Fiscal Year. The City shall as promptly as practicable adopt and place in effect the schedule of

fees, rates and charges recommended or approved by the Consulting Engineer pursuant to this Ordinance. In the alternative of establishing fees, rates and charges necessary to meet the Rate Covenant set forth above, the City may establish a reduction in Operation and Maintenance Expenses for the System.

Section 25.04 ***Lien on Lands Serviced by System.*** State law grants the City a lien upon each lot or parcel of land for the charges imposed for water utility services supplied by the System to the owner of such lot or parcel (except as otherwise provided in NMSA 1978, Section 3-23-6 (2011). At the appropriate time, the City will cause each lien to be perfected in accordance with the provisions of NMSA 1978, Section 3-23-6 (2011) and NMSA 1978, Sections 3-36-1 through -5 (2001, as amended). The City will take all necessary steps to enforce the lien against any parcel of property the owner of which is delinquent for more than six months in the payment of charges imposed for the use of the System.

Section 25.05 ***Levy of Charges.*** The City will fix, establish and levy the rates and charges which are required by Section 25.03 at the time and in the manner specified in this Ordinance or a Resolution of Sale with respect to the Bonds. No reduction in any initial or existing rate schedule for the System may be made unless:

(a) the City has fully complied with the provisions of Article XVIII for any 12 consecutive months out of the 16 calendar months immediately preceding the reduction of the rate schedule, and

(b) the audit required by Section 25.09 or a separate certificate by an Independent Accountant for or relating to any 12 consecutive months out of the 16 calendar months immediately preceding any reduction discloses that the estimated Net Revenues resulting from the proposed reduced rate schedule would have been sufficient to meet the Rate Covenant during the applicable 12-month period.

Section 25.06 ***Efficient Operation.*** The City will maintain the System in efficient operating condition and make such improvements, extensions, enlargements, repairs and betterments to the System as may be necessary or advisable for its economical and efficient operation at all times and to supply reasonable public and private demands for System services within the service area.

Section 25.07 ***Records.*** So long as the Bonds remain Outstanding, proper books of record and account will be kept by the City, separate from all other records and accounts, showing complete and correct entries of all transactions relating to the System. However, pursuant to Section 6-14-10(E) NMSA 1978, records with regard to the ownership or pledge of the Bonds are not subject to inspection or copying.

Section 25.08 ***Right to Inspect.*** Owners, or their duly authorized agents, shall have the right to inspect at all reasonable times all reasonable and appropriate records, accounts and data relating to the System.

Section 25.09 ***Audits.*** Unless otherwise provided in a Resolution of Sale, within 210 days following the close of each Fiscal Year, the City will cause an audit of the books and accounts of the System to be made by an Independent Accountant. Each audit of the System shall include those matters determined to be proper by the Independent Accountant.

Section 25.10 ***Billing Procedure.*** Bills for water utility services or facilities, or any combination, furnished by or through the System shall be rendered to customers on a regular basis each month following the month in which the service was rendered and shall be due as required by City ordinance. If permitted by law, if a bill is not paid within the period of time required by City ordinance, water utility services shall be discontinued as required by City ordinance, and the rates and charges due shall be collected in a lawful manner, including, but not limited to, the cost of disconnection and reconnection.

Section 25.11 ***Charges and Liens Upon System.*** The City will pay when due from Gross Revenues or other legally available funds all taxes and assessments or other municipal or governmental charges, lawfully levied or assessed upon the System and will observe and comply with all valid requirements of any municipal or governmental authority relating to the System. The City will not create or permit any lien or charge upon the System or the Gross Revenues except as permitted by this Ordinance or a Resolution of Sale, or it will make adequate provisions to satisfy and discharge within 60 days after the same accrue, all lawful claims and demands for labor, materials, supplies or other objects, which, if unpaid, might by law become a lien upon the System or the Gross Revenues. However, the City shall not be required to pay or cause to be discharged, or make provision for any tax assessment, lien or charge before the time when payment becomes due or so long as the validity thereof is contested in good faith by appropriate legal proceedings and there is no adverse affect on Owners.

Section 25.12 ***Insurance.*** Subject, in each case, to the condition that insurance is obtainable at reasonable rates and upon reasonable terms and conditions, in its operation of the System, and subject further to the provisions of a Resolution of Sale, the City will procure and maintain or cause to be procured and maintained commercial insurance or provide Qualified Self Insurance (as hereinafter defined) with respect to the facilities constituting the System and public liability insurance in the form of commercial insurance or Qualified Self Insurance and, in each case, in such amounts and against such risks as are, in the judgment of the Governing Body, prudent and reasonable taking into account, but not being controlled by, the amounts and types of insurance or self-insured programs provided by municipalities which operate water and wastewater systems. "Qualified Self Insurance" means insurance maintained through a program of self insurance or insurance maintained with a fund, company or association in which the City may have a material interest and of which the City may have control, either singly or with others. Each plan of Qualified Self Insurance shall be established in accordance with law, shall provide that reserves be established or insurance acquired in amounts adequate to provide coverage which the City determines to be reasonable to protect against risks assumed under the Qualified Self Insurance plan, including any potential retained liability in the event of the termination of such plan of Qualified Self Insurance. In the event of property loss or damage to the System, insurance proceeds shall be used first for the purpose of restoring or replacing the property lost or damaged and thereafter, any remainder may be used to redeem the Bonds or be treated as Gross Revenues and used in the manner provided in Article XVII.

Section 25.13 ***[Reserved]***

Section 25.14 ***Alienating System.*** While the Bonds are Outstanding, except as provided in this Ordinance or Resolution of Sale, the City shall not sell, lease, mortgage, pledge or otherwise encumber, or in any manner dispose of, or otherwise alienate, any part of the System which in

not replaced by other property of at least equal value, or which ceases to be necessary for the efficient operation of the System. In the event of any sale of System property, the proceeds of such sale which are not used to purchase other System property shall be distributed as Gross Revenues.

Section 25.15 ***Extending Interest Payments.*** To prevent any accumulation of claims for interest after maturity, except as permitted by this Ordinance or a Resolution of Sale or Related Documents, the City will not directly or indirectly extend or assent to the extension of the time for the payment of any claim for interest on the Bonds. If the time for payment of interest on the Bonds or any bond is extended contrary to the provisions of this Section, the installments of interest so extended shall not be entitled, in case of an event of default under this Ordinance and Resolution of Sale or Related Documents, to the benefit or security of this Ordinance or a Resolution of Sale or Related Documents until the prior payment in full of the principal and interest on the Bonds then Ooutstanding.

Section 25.16 ***Competent Management.*** The City shall employ experienced and competent personnel to manage the System.

Section 25.17 ***Performing Duties.*** The City will faithfully and punctually perform all duties with respect to the System required by State and City laws, including, but not limited to, making and collecting reasonable and sufficient rates and charges for services rendered or furnished by the System as required by this Section and the proper segregation and application of the Gross Revenues.

Section 25.18 ***Other Liens.*** Other than as stated in or provided by this Ordinance or a Resolution of Sale or Official Statement, there are no liens or encumbrances of any nature whatsoever, on or against the System or the Gross Revenues or Net Revenues.

Section 25.19 ***City's Existence.*** The City will maintain its corporate identity and existence as long as the Bonds remain outstanding unless another political subdivision by operation of law succeeds to the liabilities and rights of the City, without adversely affecting to any substantial degree the privileges and rights of any Owner. However, the City may annex or de-annex land if the City complies with applicable state law and City ordinance requirements and applicable covenants contained in this Ordinance or a Resolution of Sale.

Section 25.20 ***Tax Compliance.***

(a) The City may, in its discretion and upon the advice of Bond Counsel, issue the Bonds as either taxable bonds or bonds, the interest with respect to which is excludable from gross income for federal income tax purposes under Code Section 103(a) ("Tax-Exempt Bonds"). In the event that the Bonds are to be issued as Tax-Exempt Bonds, the City will comply with the provisions of this Section 25.20 and Article XXVI below with respect to such Bonds. The Series Bonds shall be issued as Tax-Exempt Bonds.

(b) This Ordinance and a Resolution of Sale for the Bonds contains such covenants, agreements, representations, warranties and undertakings with respect to the purpose of the Bonds and the use, expenditure and investment of the "gross

proceeds," within the meaning of Code Section 148, of the Bonds as Bond Counsel shall determine.

(c) The City covenants that it will use, and will restrict the use and investment of, the proceeds of the Bonds in such manner and to such extent as may be necessary so that (a) the Bonds will not (i) constitute private activity bonds, arbitrage bonds or hedge bonds under Section 141, 148, or 149 of the Code or (ii) be treated other then as bonds to which Section 103(a) of the Code applies, and (b) the interest thereon will not be treated as a preference item under Section 57 of the Code. Concurrently with the issuance and delivery of the Bonds, the City will execute a letter of instructions or similar document as may be provided by Bond Counsel ("Letter of Instructions"), which will set forth the basic parameters by which the City will undertake compliance with the Code provisions referred to above in this subsection (c).

(d) The City further covenants (a) that it will take or cause to be taken such actions that may be required of it for the interest on the Bonds to be and to remain excluded from gross income for federal income tax purposes, (b) that it will not take or authorize to be taken any actions that would adversely affect that exclusion, and (c) that it, or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Bonds to the governmental purposes of the borrowings, (ii) restrict the yield on investment property, (iii) make timely and adequate rebate payments or payments of alternative amounts in lien of rebate to the federal government, (iv) maintain books and records and make calculations and reports, and (v) refrain from certain uses of those proceeds and, as applicable, of property financed with such proceeds, all in such manner to the extent necessary to assure such exclusion of that interest under the Code.

(e) Authorized Officers are hereby authorized (a) to make or effect any election, selection, designation, choice, consent, approval or waiver on behalf of the City as the City is permitted or required to make or give under the federal income tax laws including, without limitation thereto, any of the elections provided for the purpose of assuring, enhancing or protecting favorable tax treatment or status of the Bonds or interest thereon or assisting in the compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments of penalties, or making payments of special amounts in lieu of making computations to determine, or paying, excess earnings as rebate, or obviating those amounts or payments, as determined by that officer, which action shall be in writing and signed by the Authorized Officer, and (b) to take any and all other actions, make or obtain calculations, make payments, and make or give reports, covenants and certifications of and on behalf of the City, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Bonds, and setting forth the reasonable expectations of the City regarding the amount and use of all the proceeds of the Bonds, the facts and circumstances relevant to the tax treatment of the interest on and the tax status of the Bonds. In this regard, Authorized Officers charged with the responsibility of issuing the Bonds will make, execute and deliver certifications as to facts,

estimates and circumstances in existence as of the dates such Bonds are issued and stating whether there are any facts, estimates or circumstances that would materially change the City's current expectations with respect to the representations, warranties and covenants contained in this Section 25.20 or in this Ordinance or a Resolution of Sale or Letter of Instructions.

(f) For purposes of Section 265(b)(3)(B) of the Code, the City may designate an issuance of Bonds as qualified tax-exempt obligations as provided by the Governing Body in a Resolution of Sale.

ARTICLE XXVI
REBATE FUND

Based on the provisions of Article XXV, and provided the City complies with such provisions, a separate account of the Rebate Fund should not be required for the Series Bonds.

Notwithstanding the foregoing provision of this Article, if rebate payments are required, the Rebate Fund shall be established for the Series Bonds for compliance with Code Section 148(f) and Sections 1.148-0 through 1.148-11 and 1.150-4 and 1.150-2 of the federal income tax regulations issued thereunder or any successor provision applicable to tax-exempt Bonds (collectively, the "Arbitrage Regulations"). Notwithstanding any other provision in this Ordinance, amounts credited to the Rebate Fund shall be free and clear of any lien under this Ordinance and a Resolution of Sale, and shall be held only for the purposes stated in this Article.

The City shall make payments to the United States in such manner, at such times and in such amounts as required under the Arbitrage Regulations as provided in this Ordinance or a Resolution of Sale and the Letter of Instructions. The City shall keep such records of the computations made pursuant to this Article as are required under Section 148(f) of the Code and the Arbitrage Regulations and the Letter of Instructions.

The City need not make further payments to the Rebate Fund with respect to the Bonds to the extent it satisfies one of the exemptions from rebate set forth in the Arbitrage Regulations or the Letter of Instructions. Any amounts then on deposit in the Rebate Fund may be withdrawn and used as Gross Revenues.

ARTICLE XXVII
EVENTS OF DEFAULT

Each of the following events is declared an "event of default" under this Ordinance:

(a) Failure to pay the principal of the Bonds when due and payable, either at maturity or otherwise.

(b) Failure to pay any installment of interest on the Bonds when due and payable.

(c) Failure to pay the purchase price of any Bond when such purchase price shall be due and payable upon an optional or mandatory tender date as provided in the Bond.

(d) For any reason, the City becomes incapable of fulfilling any material obligation under this Ordinance or a Resolution of Sale or a Related Document.

(e) Default by the City in the due and punctual performance of its covenants, conditions, agreements and provisions contained in the Bonds, in this Ordinance or a Resolution of Sale or in any Related Documents and the continuance of such default (other than a default set forth in subsections (a),(b) and (c) for sixty (60) days after written notice specifying such default and requiring the same to be remedied has been given to the City by the Owners of 25% in principal amount of the Bonds then Outstanding.

(f) The occurrence of any other event of default as is provided under this Ordinance or under a Resolution of Sale.

ARTICLE XXVIII
REMEDIES UPON DEFAULT

Upon the happening and continuance of any of the events of default stated in Article XXVII, the Owners of not less than 66% in principal amount of the Bonds then Outstanding, including but not limited to any trustee or trustees therefor, may proceed against the City, the Governing Body and its agents, officers and employees to:

(a) protect and enforce the rights of the Owners by mandamus or other suit, action or special proceedings in equity or at law, in any court of competent jurisdiction, either for the appointment of a receiver or for the specific performance of any covenant or agreement contained in this Ordinance or a Resolution of Sale or Related Document or for the enforcement of any proper legal or equitable remedy as those Owners may deem necessary or desirable to protect and enforce their rights;

(b) to enjoin any act or thing which may be unlawful or in violation of any right of any Owner;

(c) to require the Governing Body to act as if it were the trustee of an express trust; or

(d) any combination of those remedies.

All proceedings shall be instituted and maintained for the equal benefit of all Owners of the Bonds then Outstanding, subject to the provisions of Article XVIII of this Ordinance, with respect to the use of Gross Revenues. The Owners by purchasing the Bonds consent to the appointment of a receiver to protect the rights of the Owners, provided the appointment of a receiver is subject to the discretion of the court having jurisdiction in the matter. The receiver may enter and take possession of and operate and maintain the System and shall prescribe rates, fees or charges and collect, receive and apply all Gross Revenues as required by this Ordinance and subject to the additional requirements as may be imposed under a Resolution of Sale. The failure of any Owner to exercise any right granted by this Article shall not relieve the City of any obligation to perform any duty. Each right or privilege of any Owner (or trustee or receiver therefor) is in addition and cumulative too any other right or privilege and the exercise of any

right or privilege by or on behalf of any Owner shall not be deemed a waiver of any other right or privilege of any Owner.

Notwithstanding any other provision in this Ordinance and subject to any additional requirements as may be imposed under a Resolution of Sale, no recourse shall be had for the payment of any Bond or other obligation arising from any Related Document or for any claim based on any other obligation, consent or agreement contained in this Ordinance, a Resolution of Sale or any Related Document against any past, present or future officer, employee or agent of the City or member of the Governing Body and all such liability of any such officers, employees, agents or member (as such) is released as a condition of and consideration for the adoption of this Ordinance, a Resolution of Sale, the execution of Related Documents and the issuance of Bonds.

ARTICLE XXIX
DUTIES UPON DEFAULT

Upon the happening of any of the events of default listed in Article XXVII, the City will do and perform all proper acts on behalf of and for the Owners necessary to protect and preserve the security created for the payment of the Bonds and for the payment of the Debt Service Requirements on the Bonds promptly as the same become due. As long as any of the Bonds are Outstanding, all Gross Revenues shall be distributed and used for the purposes and with the priorities set forth in Article XVIII. If the City fails or refuses to proceed as provided in this Article, the Owners of not less than 66% in principal amount of the Bonds then Outstanding, after demand in writing, may proceed to protect and enforce the rights of the Owners as provided in this Ordinance and a Resolution of Sale.

ARTICLE XXX
DEFEASANCE

When all principal, interest and prior redemption premiums, if any, in connection with all or any part of the Bonds have been paid or provided for, the pledge and lien and all obligations under this Ordinance and a Resolution of Sale shall be discharged and those Bonds shall no longer be deemed to be outstanding within the meaning of this Ordinance and a Resolution of Sale.

Without limiting the preceding paragraph, there shall be deemed to be such payment when: (a) the Governing Body has caused to be placed in escrow and in trust with an escrow agent located within or without the State and exercising trust powers, an amount sufficient (including the known minimum yield from Government Obligations in which such amount may be initially invested) to pay all requirements of principal, interest and prior redemption premium, if any, on the Bonds to be defeased as the same become due to their final maturities or upon designated prior redemption dates, and (b) any Bonds to be redeemed prior to maturity shall have been duly called for redemption or irrevocable instructions to call such Bonds for redemption have been given to the Registrar or other appropriate Fiscal Agent. The escrow agent shall have received evidence satisfactory to it that the cash and Government Obligations delivered will be sufficient to provide for the payment of the Bonds to be defeased as stated above. Neither the Government Obligations nor money deposited with the escrow agent shall be withdrawn or used for any purpose other than as provided in the escrow agreement and the Government Obligations and

money shall be segregated and held in trust for the payment of the principal and interest on the Bonds with respect to which such deposit has been made. The Government Obligations shall become due prior to the respective times at which the proceeds are needed in accordance with a schedule established and agreed upon between the Governing Body and the escrow agent at the time of the creation of the escrow, or the Government Obligations shall be subject to redemption but only at the option of the holders or owners thereof to assure the availability of the proceeds as needed to meet the schedule.

If any Bonds are deemed to be paid and discharged pursuant to this Section, within 15 days after the date of defeasance, the City shall cause written notice to be given to each Owner of the Bonds deemed paid and discharged at the address shown on the Bond register for the Bonds on the date on which the Bonds are deemed paid and discharged. The notice shall state the numbers of the Bonds deemed paid and discharged (if less than all Bonds are deemed paid and discharged), describe the Government Obligations and specify any date or dates on which the Bonds defeased are to be called for redemption pursuant to notice of redemption given or irrevocable provisions made for that notice pursuant to this Section.

Notwithstanding the foregoing, any provision of this Ordinance and a Resolution of Sale which relate to indemnification and the payment of fees and expenses, the payment of the principal of and premium of the Bonds at maturity or on a prior redemption date, interest payment and dates thereof, exchange, registration of transfer and registration of the Bonds, replacement of mutilated, destroyed, lost or stolen Bonds, the safekeeping and cancellation of the Bonds, non-presentment of the Bonds, the holding of money in trust, the obligations in this Ordinance and a Resolution of Sale regarding rebate, and the duties of the Registrar, Authenticating Agent and Paying Agent in connection with all of the foregoing shall remain in effect and binding upon the Owners, the Registrar, Authenticating Agent and Paying Agent notwithstanding the release and discharge of this Ordinance and a Resolution of Sale. The provisions of this Section shall survive the release, discharge and satisfaction of this Ordinance and a Resolution of Sale.

ARTICLE XXXI
BONDS NOT PRESENTED WHEN DUE

If any Bonds are not duly presented for payment when due at maturity or on any prior redemption date, and if money sufficient for the payment of those Bonds is on deposit with the Paying Agent for those Bonds, and, in the case of Bonds to be redeemed, if notice of redemption has been given as provided in this Ordinance or Resolution of Sale or Related Document, all liability of the City to the Owners of those Bonds shall be discharged, those Bonds shall no longer be Outstanding and it shall be the duty of that Paying Agent to segregate and to hold such money in trust, without liability for interest thereon, for the benefit of the Owners of those Bonds.

ARTICLE XXXII
DELEGATED POWERS

The officers of the City are authorized and directed to take all action from time to time which is necessary or appropriate to effectuate the provisions of this Ordinance and a Resolution of Sale, the Bonds or any Related Document including, without limitation, the delivery of a "deemed

final" certificate relating to the disclosure document for each series of Bonds, the publication of a summary of this Ordinance substantially in the form set out in Article XXXV, the publication of a summary of a Resolution of Sale, the distribution of materials related to the Bonds, the printing of the Bonds and the execution of Related Documents and certificates pertaining to the System, the Bonds, the delivery of and security for the Bonds, as may be reasonably required by the Purchaser, any Fiscal Agent, and the execution of such other certificates and documents necessary to preserve that the interest paid on the Bonds is excluded from gross income for federal income tax purposes. The officers of the City are authorized and directed to take all action from time to time which is desirable or necessary for the City with respect to arbitrage rebate requirements under Section 148(f) of the Code.

ARTICLE XXXIII
AMENDMENT OF THE ORDINANCE OR RESOLUTION OF SALE

Section 33.01 ***Limitations upon Amendments***. This Ordinance and a Resolution of Sale may be amended by ordinance of the Governing Body without the consent of Owners:

(a) To cure any ambiguity, or to cure, correct or supplement any defect or inconsistent provision contained in this Ordinance or a Resolution of Sale;

(b) To grant to the Owners any additional rights, remedies, powers or authority that may lawfully be granted to them;

(c) If applicable, to obtain or maintain a rating on the Bonds from any rating agency which amendment, in the judgment of Bond Counsel, does not materially adversely affect the Owners of the Bonds;

(d) To achieve compliance with federal securities or tax laws;

(e) To make any other changes in this Ordinance or a Resolution of Sale in connection with the issuance of the Bonds or otherwise which, in the opinion of Bond Counsel, is not materially adverse to the Owners; and

(f) To make any changes required by the rating agencies.

Section 33.02 ***Additional Amendments***. Except as provided above, this Ordinance and Resolution of Sale may only be amended or supplemented by ordinance adopted by the Governing Body in accordance with the laws of the State, without receipt by the City of any additional consideration, but with the written consent of the Owners of a majority of the principal amount of each series of Bonds then Outstanding which are affected by the amendment or supplement (not including Bonds which are then owned by or for the account of the City); provided, however, that no such ordinances shall have the effect of permitting without the consent of all of the Owners of the affected Bonds:

(a) An extension of the maturity of any Bond; or

(b) A reduction in the principal amount of, purchase price or interest rate on any Bond; or

(c) The creation of a lien on or a pledge of Net Revenues ranking prior to the lien or pledge of Parity Bonds on Net Revenues; or

(d) A reduction of the principal amount of Bonds required for consent to such amendment or supplement.

Section 33.03 ***Proof of Instruments.*** The fact and date of the execution of any instrument under the provisions of this Article may be proved by the certificate of any officer in any jurisdiction who by the laws of the jurisdiction is authorized to take acknowledgments of deeds within that jurisdiction that the person signing the instrument acknowledged before him the execution of that instrument, or may be proved by an affidavit of a witness to the execution sworn to before such officer.

Section 33.04 ***Proof of Bonds.*** The principal amount of and numbers of Bonds owned by any person executing such instrument and the date of holding that instrument may be proved by a certificate executed by a bank or trust company showing that on the date mentioned that person had on deposit with the bank or trust company the Bonds described in the certificate.

ARTICLE XXXIV
ORDINANCE IRREPEALABLE

After any of the Bonds are issued, this Ordinance shall be and remain irrepealable until the Debt Service Requirements on the Bonds are fully paid, canceled and discharged, as provided in this Ordinance, subject to the provisions of a Resolution of Sale or there has been defeasance of all Bonds as provided in this Ordinance and a Resolution of Sale.

ARTICLE XXXV
NOTICE OF PRIOR REDEMPTION

Section 35.01 ***The Refunded Loan Obligations.*** The City has elected and does hereby declare its intent to exercise on behalf of and in the name of the City on a date to be determined by the City, at its option, as may be set forth in the this Ordinance and/or Resolution of Sale ("Redemption Date") to prior redeem the outstanding Loan as evidenced by the Loan Agreement at a redemption price equal to the principal amount of the Refunded Loan Obligations to be redeemed (as of the Redemption Date), plus accrued interest to the Redemption Date. Promptly upon issuance of the Bonds and not less than forty-five (45) days prior to the Redemption Date, the City shall mail such notice of prepayment and redemption of the Loan Agreement (Loan #_____) by first-class mail (return receipt requested) to the NMFA. Such notice may be in substantially the form attached as an exhibit to a Resolution of Sale.

Section 35.02 *Contingency.* The provisions of this Article XXXV are specifically subject to the further approval of the refunding of the Refunded Loan Obligations in a Resolution of Sale.

ARTICLE XXXVI
EFFECTIVE DATE AND GENERAL SUMMARY FOR PUBLICATION

Upon due adoption of this Ordinance, it shall be recorded and preserved by the City Clerk, authenticated by the signature of the Mayor and City Clerk or a Deputy City Clerk, and the seal

of the City impressed thereon, and the title and a general summary of the subject matter contained in this Ordinance (set out below) shall be published in a newspaper which maintains an office and is of general circulation in the City and this Ordinance shall be in full force and effect five (5) days after its publication in accordance with law.

Pursuant to Section 3-17-5 NMSA, 1978, as amended, the title and a general summary of the subject matter contained in the Ordinance shall be published in substantially the following form:

(Form of Summary of Ordinance for Publication)

CITY OF LAS VEGAS, NEW MEXICO

NOTICE OF ADOPTION OF ORDINANCE

Notice is hereby given of the title and of a general summary of the subject matter contained in an ordinance (the " Ordinance"), duly adopted and approved by the City Council of the City of Las Vegas, New Mexico, on November 19, 2012. Complete copies of this Ordinance are available for public inspection during the normal and regular business hours of the City Clerk, 1700 North Grand Avenue, Las Vegas, New Mexico, 87701.

The title of the Ordinance is:

CITY OF LAS VEGAS, NEW MEXICO
ORDINANCE

ORDINANCE NO. 12-16

AUTHORIZING THE ISSUANCE AND SALE OF CITY OF LAS VEGAS, NEW MEXICO WATER UTILITY REFUNDING AND SYSTEM IMPROVEMENT REVENUE BONDS, IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF TWENTY FIVE MILLION AND 00/100 DOLLARS ($25,000,000.00) FOR THE PURPOSE OF DEFRAYING THE COST OF REFUNDING, PAYING, REFINANCING AND DISCHARGING LOAN AGREEMENTS BETWEEN THE CITY AND THE NEW MEXICO FINANCE AUTHORITY AND FOR THE CONSTRUCTION AND INSTALLATION OF IMPROVEMENTS TO THE CITY'S WATER UTILITY SYSTEM; PROVIDING FOR THE ISSUANCE AND SALE OF THE BONDS; PROVIDING THAT THE BONDS WILL BE PAYABLE AND COLLECTIBLE SOLELY FROM THE NET REVENUES TO BE DERIVED FROM THE OPERATION OF THE CITY'S WATER UTILITY SYSTEM; PROVIDING FOR THE TERMS AND CONDITIONS OF THE BONDS, THE MANNER OF THEIR EXECUTION, THE METHOD OF PAYING THE BONDS AND OTHER DETAILS CONCERNING THE BONDS AND SUCH SYSTEM, INCLUDING BUT NOT LIMITED TO COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; RATIFYING ACTION PREVIOUSLY TAKEN IN CONNECTION THEREWITH AND APPERTAINING THERETO.

The title sets forth a general summary of the subject matter contained in the Ordinance.

This notice constitutes compliance with Section 6-14-6, NMSA 1978.

(End of Summary of Ordinance for Publication)

ARTICLE XXXVII
GOVERNING LAW

All rights and obligations of the parties with respect to the Bonds and this Ordinance and a Resolution of Sale shall be construed, enforced, and interpreted according to the laws of the State. Venue with regard to any action relating to the Bonds or this Ordinance shall be in federal or state district court in the State.

ARTICLE XXXVIII
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 that section, paragraph, clause or provision shall not, affect any of the remaining provisions of this Ordinance.

ARTICLE XXXIX
REPEALER CLAUSE

All bylaws, orders, resolutions and ordinances, or parts thereof, inconsistent with this Ordinance, subject to the provisions of a Resolution of Sale, are 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, previously repealed.

ARTICLE XL
INTERESTED PARTIES

Nothing in this Ordinance expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the City, the Registrar, the Paying Agent, the Purchaser and the owners of the Bonds, any right, remedy, or claim under or by reason of this Ordinance or any covenant, condition or stipulation hereof.

ARTICLE XLI
LIMITATION OF CITY'S LIABILITY

Notwithstanding any provision of this Ordinance to the contrary, the obligations of the City under this Ordinance are special limited obligations of the City payable solely from the Pledged Revenues. Neither the faith and credit, nor the taxing power of the State of New Mexico or any of its political subdivisions, including the City, is pledged to the payment or performance of such obligations. No agreements or provisions contained in this Ordinance, the provisions of a Resolution of Sale, or any other document or instrument related to the Bonds shall give rise to

any pecuniary liability of the City, its officers, its employees or members of its Council or constitute a charge against the City's general credit, or obligate the City financially in any way, except with respect to the Pledged Revenues, and their application as provided in this Ordinance and a Resolution of Sale. No failure of the City to comply with any terms, covenants, or agreements in this Ordinance or any other document or instrument related to the Bonds shall subject the City, its officers, its employees or members of its Council to any pecuniary charge or liability except to the extent that the same can be paid or recovered from the Pledged Revenues.

PASSED, APPROVED, AND ADOPTED THIS 19TH DAY OF NOVEMBER, 2012.

CITY OF LAS VEGAS, NEW MEXICO

MAYOR

[SEAL]

ATTEST:

CITY CLERK

Councilor Vincent Howell moved for the adoption of the foregoing City Ordinance No. 12-16, and the motion was duly seconded by Councilor David Romero

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

Those Voting Aye: Councilor Joey Herrera
Councilor Vincent Howell
Councilor David Romero.

Those Voting Nay: Councilor Tonita Gurule-Gibson

Those Absent: _____

_____

Four Councilors having voted in favor of said motion, City Clerk Fresquez declared said motion carried by a vote of at least three-quarters (3/4) of the full membership, and said ordinance adopted, whereupon the Mayor and City Clerk signed the ordinance upon the records of the minutes of the Council.

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

Dated this 19th day of November, 2012.

_____
Mayor

[SEAL]

ATTEST:

_____
CITY CLERK

STATE OF NEW MEXICO)
COUNTY OF SAN MIGUEL) ss.
CITY OF LAS VEGAS)

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

1. The foregoing pages are a true, perfect, and complete copy of the record of the proceedings of the City Council of Las Vegas, New Mexico (the "Council"), constituting the Governing Body of the City, had and taken at a duly called, open meeting held in the Council Room in Council Chambers at 1700 North Grand Avenue, Las Vegas, New Mexico, 87701, on November 19, 2012, at the hour of 6:00 p.m. insofar as the same relate to the proposed bond issue, a copy of which is set forth in the official records of the proceedings of the City kept in my office. None of the action taken has been rescinded, repealed, or modified.

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

3. Notice of said meeting was given by publishing the notice in a newspaper in general circulation within the City. Such notice constitutes compliance with one of the permitted methods of giving notice of special meetings of the Council as required by the open meetings standards presently in effect, i.e., City Resolution No. 12-16.

IN WITNESS WHEREOF, I have hereunto set my hand this 19th day of November, 2012.

CITY CLERK

[SEAL]

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 1/7/2015 **DEPT: EXECUTIVE** **MEETING DATE: 1/14/2015**

DISCUSSION ITEM/TOPIC: Discussion and direction for Lobbyist during the 2015 Legislative session.

BACKGROUND/RATIONALE: The City Council has identified Water, Recreation Center and the continuation of Amtrak railway as Legislative priorities and thus will require a lobbying effort by the City.

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY MANAGER'S OFFICE NO LATER THAN 10:00 A.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

ALFONSO E. ORTIZ, JR.
MAYOR

ANN MARIE GALLEGOS
FINANCE DIRECTOR ☐

ELMER J. MARTINEZ
ACTING CITY MANAGER

PURCHASING AGENT
(FOR BID AWARD ONLY)

DAVE ROMERO
CITY ATTORNEY ☐

Approved as to Legal Sufficiency Only

(If Box is Initialed by City Mngr., Review and Sign)

Approved to form 9-25-12

2015 LEGISLATIVE SOCIAL CALENDAR

Last Updated: January 6, 2015

Events posted on the Social Calendar may not include all scheduled events in the Rotunda or Halls of History. If you want to reserve the Rotunda or the Halls of History call Anna Anaya with Building Services at 986-4575. When you have secured the space, forward your information to the email address below and your event will be posted. If you have questions, please contact social.cal@nmlegis.gov or call (505)986-4716.

Tuesday, January 20, 2015	**Session begins at Noon**
Wednesday, January 21, 2015	**New Mexico Conference of Catholic Bishops** **Legislative Breakfast** **Our Lady Of Guadalupe Parish Hall** **7:30 a.m.** **(Invitation Only)** **New Mexico Association of Counties (NMAC)** **2015 NMAC Legislative Reception/Dance** **Santa Fe Community Convention Center** **5:30 p.m. - 10:30 p.m.** **(Invitation Only)** **Eastern New Mexico University Legislative Reception** **Inn and Spa at Loretto - Zuni Room** **5:00 p.m. - 7:00 p.m.** **Hispano Round Table of New Mexico (HRTNM)** **21st Annual Tribute to Hispano Legislators** **La Fonda Hotel** **5:30 p.m. - 8:30 p.m.** **(Invitation Only)** **Presbyterian Healthcare Services'** **Legislature Appreciation Dinner** **La Posada de Santa Fe** **6:30 p.m. - 9:00 p.m.** **(Invitation Only)** **Enchanted Circle Day at the Legislature** **Rotunda, East and West Halls of History** **10:00 a.m. - 2:00 p.m.**
Thursday, January 22, 2015	**New Mexico Association of Counties (NMAC)** **2015 NMAC Legislative Conference Breakfast** **Santa Fe Community Convention Center** **7:15 a.m. - 8:30 a.m.** **Please Note: Shuttles from Capitol 6:45 a.m. - 7:45 a.m. and return to Capitol 8:15 a.m. - 9:15 a.m.**

	(Invitation Only) **New Mexico Amigos Legislative Luncheon** **La Fonda Hotel - Lumpkins Ballroom** **12:00 p.m. - 1:30 p.m.** **(Invitation Only)**
Friday, January 23, 2015	
Monday, January 26, 2015	**Public Health Day at the Legislature** **Halls of History, East and Westside** **Program in Rotunda** **12:00 p.m. - 1:00 p.m.** **Comcast Legislative Dinner** **Restaurant Martín** **6:15 p.m.** **(Invitation Only/Legislators)** **City of Santa Fe Day at the Legislature** **New Mexico Military Institute (NMMI) Day** **Hilton of Santa Fe** **5:00 p.m - 6:30 p.m.** **(Invitation Only)**
Tuesday, January 27, 2015	**LANL Major Subcontractors Legislative Breakfast** **TBD** **7:15 a.m. - 8:30 a.m** **(Invitation Only)** **New Mexico Automobile Dealers Association** **Legislative Reception** **Inn and Spa at Loretto** **5:30 p.m. - 7:00 p.m.** **(Invitation Only)** **Alliance/Senior Day at the Legislature** **10:00 a.m. - 12:00 p.m.** **Tourism Day at the Legislature** **Ski New Mexico Day at the Legislature**
Wednesday, January 28, 2015	**School Nutrition Day at the Legislature** **RD - Medical Nutrition Expert Day** **Rotunda** **8:00 a.m. - 4:00 p.m.** **"Justice for All Day" at the Legislature** **Halls of History, Westside**

	New Mexico Food and Farms Day at the Legislature **Halls of History, East and Westside** **Press Conference, 9:00 a.m. - 10:00 a.m.** **Performance, 12:00 p.m. - 1:00 p.m.** **National Conference of State Legislatures** **Legislative Reception** **TBD** **5:30 p.m. - 7:00 p.m.** **(Invitation Only)** **Grant County Prospectors Reception** **Inn and Spa at Loretto - Zuni Ballroom** **5:30 p.m. - 7:30 p.m.** **National Education Association (NEA)** **New Mexico Legislative Association Reception** **Drury Plaza Hotel - Santa Fe** **6:00 p.m. - 8:00 p.m.** **(Invitation Only)**
Thursday, January 29, 2015	**Santa Fe County Day at the Legislature** **Halls of History, Eastside** **8:30 a.m. - 1:00 p.m.** **Evening with Lea County** **Inn and Spa at Loretto** **5:30 p.m.** **(Invitation Only)** **2015 Gallup McKinley Day** **Legislative Reception** **Eldorado Hotel & Spa** **6:00 p.m. - 9:00 p.m.** **(Invitation Only)**
Friday, January 30, 2015	**Baptist Convention of New Mexico** **2015 Legislative Breakfast** **Hilton of Santa Fe - Mesa Ballroom** **7:00 a.m. - 8:15 a.m.** **(Invitation Only)** **Graduate Education Day at the Legislature** **Halls of History, East and Westside** **Press Conference Rotunda, 11:00 a.m.** **New Mexico State University Alumni Chapter Reception** **Eldorado Hotel & Spa** **5:30 p.m. - 7:00 p.m.**

	(Invitation Only)
Saturday, January 31, 2015	**Las Cruces Day in Santa Fe** **Legislative Reception** **Eldorado Hotel & Spa - The Gallery** **5:30 p.m. - 7:30 p.m.** **(Invitation Only)**
Sunday, February 1, 2015	**Las Cruces Day in Santa Fe** **Business Brunch** **Eldorado Hotel & Spa - Anasazi Room** **11:30 a.m. - 1:30 p.m.** **(Invitation Only)**
Monday, February 2, 2015	**Las Cruces Day in Santa Fe** **Legislative Breakfast** **Eldorado Hotel & Spa - Anasazi Room** **7:30 a.m. - 9:00 a.m.** **(Invitation Only)** **Union County Community Development Corporation** **Legislative Luncheon** **Inn and Spa at Loretto** **11:00 a.m. - 1:30 p.m.** **(Invitation Only)** **2015 Santa Fe Chamber of Commerce** **Legislative Reception** **Santa Fe Convention Center** **5:00 p.m - 7:30 p.m.** **Clovis/Portales Legislative Dinner** **Hotel Santa Fe** **7:45 p.m.** **(Invitation Only)**
Tuesday, February 3, 2015	**New Mexico Association of Commerce and Industry's (NMACI) Business Day Breakfast** **Santa Fe Convention Center** **7:00 a.m.** **(Invitation Only)** **Disability Rights Awareness Day at the Legislature** **Capitol, 9:00 a.m. - 2:30 p.m.** **Anti-Racism Day in New Mexico** **Rotunda, 1:00 p.m. - 2:00p.m.** **Friends of the Legislature** **Legislative Dinner** **La Fonda Hotel**

	6:00 p.m. **(Invitation Only)**
Wednesday, February 4, 2015	**New Mexico Federation of Labor Legislative Reception** **TBD** **5:00 p.m. - 7:30 p.m.** **(Invitation Only)** **Lincoln County Day in Santa Fe** **Inn and Spa at Loretto** **5:00 p.m. - 7:00 p.m.** **(Invitation Only)** **Sneak Peak - Everyone's Business:** **Protecting Our Children** **Hosted by Senator Michael Padilla, Brindle Foundation** **and UNM NMCAPP, KOB - 4** **Rio Chama Steakhouse** **6:00 p.m. - 8:00 p.m.** **(Invitation Only)**
Thursday, February 5, 2015	**Lea County Electric Cooperative Legislative Breakfast** **Inn and Spa at Loretto** **7:00 a.m. - 9:00 a.m.** **(Invitation Only)** **New Mexico Wine Growers Association** **Legislative Reception** **Rio Chama Steakhouse** **5:00 p.m. - 7:00 p.m.** **(Invitation Only)** **Continental Divide Electric Cooperative** **Legislative Dinner** **Rio Chama Steakhouse** **6:00 p.m.** **(Invitation Only)** **Lea/Eddy Counties Legislative Dinner** **TBD** **6:30 p.m.** **(Invitation Only)**
Friday, February 6, 2015	**Central Valley Electric Cooperative,** **Farmer's Electric Cooperative, Otero County and Roosevelt County Electric Cooperative** **Legislative Breakfast** **Hilton of Santa Fe** **7:00 a.m. - 9:00 a.m.** **(Invitation Only)**

	American Indian Day
Monday, February 9, 2015	**League of Women Voters of New Mexico** **Legislative Reception** **Garretts' Desert Inn** **5:30 p.m. - 7:30 p.m.** **(Invitation Only)** **University of New Mexico Alumni Association** **Legislator's Appreciation Reception** **La Fonda Hotel** **6:00 p.m. - 7:30 p.m.** **(Invitation Only)** **Jicarilla Apache Legislative Reception** **Inn and Spa at Loretto - Tesuque Ballroom** **6:00 p.m. - 9:00 p.m.** **(Invitation Only)**
Tuesday, February 10, 2015	**Hispanic Culture Day** **Luncheon, Eldorado Hotel & Spa** **12:30 p.m.** **(Invitation Only)** **Lutheran Advocacy Ministry - NM** **Bishop's Legislative Luncheon** **La Fonda Hotel** **12:30 p.m.** **(Invitation Only)** **Conservation Voters New Mexico** **Annual Legislative Reception** **Rio Chama Steakhouse** **5:00 p.m. - 7:00 p.m.** **(Invitation Only)** **Boys and Girls Club Day at the Legislature**
Wednesday, February 11, 2015	**Junior Achievement of New Mexico** **Annual Legislative Breakfast** **Eldorado Hotel & Spa** **7:00 am. - 9:00 a.m.** **(Invitation Only)** **Wildlife & Public Lands Day** **Halls of History, Eastside** **Press Conference Rotunda, 12:00 p.m.** **NM Film Industry Cocktail Reception** **La Fonda Hotel**

	5:00 p.m. - 7:00 p.m. **(Invitation Only)** **New Mexico Mining Association** **Legislative Reception and Dinner** **Hilton Santa Fe** **6:00 p.m. - 9:00 p.m.** **(Invitation Only)**
Thursday, February 12, 2015	**Presbyterian Healthcare Services** **46th Annual New Mexico Governors' Prayer Breakfast** **Santa Fe Convention Center** **7:00 a.m. - 9:15 a.m.** **(Invitation Only)** **Evening with Colfax County** **Legislative Reception** **TBD** **5:30 p.m. - 7:30 p.m.** **(Invitation Only)** **Credit Union Day at the Legislature** **TBD** **5:30 p.m. - 9:00 p.m.** **(Invitation Only)** **Annual Reception Honoring Elected and Appointed Women** **TBD** **5:30 p.m. - 7:30 p.m.** **Fort Sill Apache Legislative Reception** **TBD** **5:30 p.m. - 7:30 p.m.** **(Invitation Only)**
Friday, February 13, 2015	**I Love Rio Rancho Day at the Legislature** **Breakfast buffet will be provided to Legislators** **African American Day**
Monday, February 16, 2015	
Tuesday, February 17, 2015	**DWI March of Sorrow** **Capitol Building, East and West Concourse** **11:30 a.m. - 2:00 p.m.** **AgFest** **Santa Fe Convention Center** **General Public, 6:00 p.m. - 9:00 p.m.** **(Invitation Only)**

	New Mexico Oil and Gas Association (NMOGA) **Legislative Dinner** **The Bull Ring** **6:30 p.m. - 9:00 p.m.** **(Invitation Only)**
Wednesday, February 18, 2015	**Ag Breakfast** **La Fonda Hotel** **7:00 a.m.** **(Invitation Only)** **Girl Scout Day at the Roundhouse** **Halls of History, Westside** **New Mexico GRADS Day at the Legislature** **Halls of History, Eastside** **Rotunda 11:00 a.m. - 1:00 p.m.** **Central New Mexico Community (CNM) College Day at the Legislature** **Lunch provided for Legislators** **Northern New Mexico College Day** **Legislative Dinner** **TBD** **5:30 p.m. - 7:30 p.m.** **(Invitation Only)** **New Mexico Main Street Day**
Thursday, February 19, 2015	**Waste Isolation Pilot Plant (WIPP)** **Legislative Breakfast** **Hotel Santa Fe** **6:30 a.m - 8:30 a.m.** **(Invitation Only)** **Colonias Day at the Legislature** **Capitol Building, Room 326** **Earth Science Day at the Legislature** **Halls of History, Westside** **Press Conference, Rotunda 12:00 p.m.** **Albuquerque West Side Day at the Legislature** **Rotunda** **9:00 a.m. - 12:00 p.m.** **Santa Fe Community College Day at the Legislature** **Halls of History, Eastside** **8:00 a.m. - 2:00 p.m.**

	Albuquerque West Side Day Reception **Rio Chama Steakhouse - Presidents Room** **5:00 p.m.**
Friday, February 20, 2015	**New Mexico Aviation Day** **Halls of History, Westside** **8:00 a.m. - 2:00 p.m.** **New Mexico Press Association Breakfast** **Rio Chama Steakhouse** **7:30 a.m. - 9:00 a.m.** **(Invitation Only)**
Monday, February 23, 2015	**Film and Television Day Legislative Reception** **TBD** **5:00 p.m. - 7:00 p.m.** **(Invitation Only)** **Lunch will be provided for Legislators and Staff**
Tuesday, February 24, 2015	**Culture Day at the Legislature** **Rotunda** **8:00 a.m. - 4:00 p.m.**
Wednesday, February 25, 2015	**New Mexico Early Childhood Development Partnership** **(NMEDP) Legislative Reception** **Rio Chama Steakhouse** **5:30 p.m. - 7:00 p.m.** **(Invitation Only)**
Thursday, February 26, 2015	**City of Las Cruces Legislative Luncheon** **Lunch provided for Legislators in Chamber** **11:30 a.m. - 1:00 p.m.** **City of Las Vegas Day** **Halls of History, Westside** **Rotunda, Performance 12:00 p.m.** **University of New Mexico School of Medicine** **50th Anniversary Reception**
Friday, February 27, 2015	**Renewable Energy Day at the Legislature** **Halls of History, East and Westside** **10:00 a.m. - 3:00 p.m.** **Press Conference 12:00 p.m.**
Monday, March 2, 2015	**Albuquerque NOW (National Organization for Women)** **Celebrate Women's History and Equal Rights** **Rotunda**

	2:00 p.m. - 3:00 p.m. **Eddy County Legislative Reception** **Hotel Santa Fe** **5:30 p.m. - 7:00 p.m.** **(Invitation Only)**
Tuesday, March 3, 2015	
Wednesday, March 4, 2015	**Charter School Day at the Legislature** **Rotunda, Press Conference 12:00 p.m. - 1:00 p.m.** **Halls of History, Westside 8:00 a.m. - 3:00 p.m.**
Thursday, March 5, 2015	
Friday, March 6, 2015	**Asian American & International District Day** **Rotunda 12:00 p.m. - 2:00 p.m.**
Monday, March 9, 2015	
Tuesday, March 10, 2015	
Wednesday, March 11, 2015	
Thursday, March 12, 2015	
Friday, March 13, 2015	
Monday, March 16, 2015	
Tuesday, March 17, 2015	
Wednesday, March 18, 2015	
Thursday, March 19, 2015	
Friday, March 20, 2015	
Saturday, March 21, 2015	**Session ends at Noon**

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 12/31/14 **DEPT: Community Development** **MEETING DATE: 1-14-15**

ITEM/TOPIC: Consideration of repealing Encroachment Agreement No.2925-14 between Isabel Saavedra and the City of Las Vegas, for property located at 1408 South Pacific Street.

BACKGROUND/RATIONALE: On August 20, 2014, City Council approved an agreement between Isabel Saavedra and the City of Las Vegas for a porch along South Pacific Street, which encroaches approximately 7 feet onto City Right of Way "ROW" of South Pacific Street. After further research by Jashe Alcon from Redline LLC the property Surveyor, it was discovered that the porch attached to Isabel Saavedra's home is part of the property according to plat showing survey prepared by H.E. Beisman on September 7, 1966 for property located at 1408 South Pacific does not encroach onto South Pacific Street.1408 South Pacific is a registered historic home that falls within the local Cultural Historic Overlay.

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY MANAGER'S OFFICE NO LATER THAN 10:00 A.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

ALFONSO E. ORTIZ, JR.
MAYOR

ELMER J. MARTINEZ
ACTING CITY MANAGER

ANN MARIE GALLEGOS
FINANCE DIRECTOR

PURCHASING AGENT
(FOR BID AWARD ONLY)

DAVE ROMERO
CITY ATTORNEY

Approved as to Legal Sufficiency Only

(If Box is initiated by City Mngr., Review and Sign)

Approved to form 9-25-12

CITY COUNCIL
RECORD PROPER

Applicant/Petitioner.....**Isabel Saavedera/Staff**

Location.....**1408 South Pacific Street**

Hearing Date.....**January 14, 2015**

Action Requested

Repeal of encroachment agreement No.2925-14.

BACKGROUND

On August 20, 2014, City Council approved an agreement between Isabel Saavedra and the City of Las Vegas for a porch along South Pacific Street, which encroaches approximately 7 feet onto City Right of Way "ROW" of South Pacific Street. After further research by Jashe Alcon from Redline LLC the property Surveyor, it was discovered that the porch attached to Isabel Saavedra's home is part of the property according to plat showing survey prepared by H.E. Beisman on September 7, 1966 for property located at 1408 South Pacific does not encroach onto South Pacific Street.1408 South Pacific is a registered historic home that falls within the local Cultural Historic Overlay.

EXHIBITS

Exhibit No. **Description**
Document **Document name, date, and number of pages.)**

1	**Encroachment agreement No.2925-14,3 pages**
2	**Repeal of encroachment agreement, 3 pages**
3	**Agenda staff report, 2 Pages**
4	**Photos of porch and vicinity map,5 pages**

5	**Agenda Request,1 page**
6	**Plat showing Survey prepared by H.E. Beisman for 1408 South Pacific, 1Page**
7	**Updated survey by Jashe Alcon, 1 page**

Agreement / Contract
No. 2925-14
City of Las Vegas
Date

ENCROACHMENT AGREEMENT

This Agreement is entered into this 20th day of August, 2014, by and between Isabel Saavedra ("Saavedra") and the City of Las Vegas, New Mexico (the "City").

WHEREAS, during the course of the preparation of a Boundary Survey Plat prepared by surveyor Redline LLC, it was discovered that a porch attached to Saavedra's home located at 1408 South Pacific, Las Vegas, New Mexico encroaches onto South Pacific Street; and

WHEREAS, incorporated as a part of this Agreement is the "Boundary Survey Plat of 1408 South Pacific Street Showing Encroachment Agreement, prepared for Isabel Saavedra being within the Las Vegas Grant, Within Projected Section 27, T 16 N, R 16 E, NMPM, City of Las Vegas, San Miguel County, New Mexico" which plat has been filed of record with the San Miguel County Clerk on the 25th day of August, 2014 at Book_____, page_____; and Inst#201402563

WHEREAS, from the preparation of this survey it is clear that there are improvements owned by Saavedra, to wit a porch, that constitute an encroachment onto the City's Right of Way ("ROW") on South Pacific Street ,which street is owned by the City; and

WHEREAS that parties wish to come to an agreement as to these encroachments;

NOW THEREFORE, the parties hereby agree as follows:

1. The parties recognize that a porch along South Pacific Street, within the City, along the Westerly side of the residence owned by Saavedra located at 1408 South Pacific, Las Vegas, New Mexico encroaches approximately 7 feet onto the ROW of South Pacific Street. Said encroachment existed at the time of Saavedra's acquisition of the property in 2011.

2. The City is aware that the encroachment exists but it does not currently impair the use of the City ROW.

3. The City agrees to allow this encroachment to continue to exist in its present form, so long as the porch exists without further structural modification to said porch so as to cause additional encroachment onto the City's ROW.

4. The parties agree that should the residence in question be destroyed in the future, any new structure that is built on this property shall remove the encroachment and the then current owner of the property shall be responsible to completely remove the encroaching porch.

5. The parties recognize and agree that neither Saavedra nor their successors in interest shall acquire any right or title in the real property where the porch currently exists as it encroaches onto South Pacific Street. The rights conferred hereunder only allows the continued existence of the

encroachment for the remainder of the useful life of the porch.

6. This Agreement shall be recorded with the Office of the San Miguel County Clerk and shall be deemed to run with the land and shall be binding on Saavedra's and her successors in interest.

7. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. No other person(s) shall have any right, benefit or obligation hereunder.

8. Relationship of the Parties. Nothing in this Agreement is intended to, nor shall, establish any partnership, joint venture, agency or other relationship between the Parties, creating any fiduciary or quasi-fiduciary duties or similar duties and obligations nor to otherwise subject the Parties to joint and several or vicarious liability nor to impose any duty, obligation or liability that would arise therefrom with respect to either Party.

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

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

11. Severability. It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is held to be illegal by a Court or in conflict with any law of the State where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term, or provision held to be invalid.

12. No Waiver. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

Isabel Saavedra

ENCROACHMENT AGREEMENT
PAGES: 3

COUNTY OF SAN MIGUEL)
STATE OF NEW MEXICO) ss

I Hereby Certify That This Instrument Was Filed for Record On The 25TH Day Of August, 2014 at 02:19:35 PM And Was Duly Recorded as Instrument #201402563 Of The Records Of San Miguel

Witness My Hand And Seal Of Office
Melanie Y. Rivera
County Clerk, San Miguel, NM

Deputy

City of Las Vegas

By: Alfonso E. Ortiz Jr.
Its: Mayor

Attest [signature]
City Clerk

ACKNOWLEDGMENT

STATE OF New Mexic)
) SS
COUNTY OF San Miguel)

This instrument was acknowledged before me this 22nd day of August, 2014 by Isabel Saavedra.

[signature]
Notary Public

My Commission Expires:
11-13-16
(Seal)

ACKNOWLEDGMENT FOR CORPORATION

STATE OF NEW MEXICO)
) SS
COUNTY OF SAN MIGUEL)

On this 22nd day of August, 2014 before me appeared Alfonso E Ortiz, Jr., to me personally known, who being by me duly sworn did say that he is the Mayor of the City of Las Vegas, a municipal corporation and that said instrument was signed and sealed on behalf of said corporation by authority of the Governing Body of the City of Las Vegas and said _____ acknowledged said instrument to be the free act and deed of said corporation.

[signature]
Notary Public

My Commission Expires:
11-13-16

SEAL
(Seal)

Repeal of Encroachment Agreement No.2925-14

On August 20, 2014, City Council approved Encroachment Agreement No.2925-14 between Isabel Saavedra and the City of Las Vegas for a porch along South Pacific Street, which encroaches approximately 7' feet onto City's Right of Way "Row" of South Pacific Street. The document was filed and recorded with San Miguel County Instrument No.201402563. After further research by Jashe Alcon from Redline LLC the property Surveyor, it was discovered that the porch attached to Isabel Saavedra's home is part of the property according to Plat prepared by H.E. Beisman on September 7, 1966 for property located at 1408 South Pacific. The parties recognize that a porch along South Pacific Street, within the City, along the Westerly side of the residence owned by Isabel Saavedra located at 1408 South Pacific, Las Vegas, New Mexico does not encroach onto the City's Right of Way "ROW" of South Pacific Street. Copy of said plat herein attached.

Therefore, the Governing Body of the City of Las Vegas, New Mexico, hereby repeals the encroachment agreement No.2925-14.

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

_____
Isabel Saavedra, Property Owner

City of Las Vegas

ATTEST: _____
Casandra Fresquez, City Clerk

By: _____
Alfonso E. Ortiz, Jr., Mayor

ACKNOWLEDGMENT

STATE OF _____)
) SS
COUNTY OF _____)

This instrument was acknowledged before me this____ day of_____, 201__ by Isabel Saavedra.

_____
Notary Public

My Commission Expires:

_____

(Seal)

ACKNOWLEDGMENT FOR CORPORATION

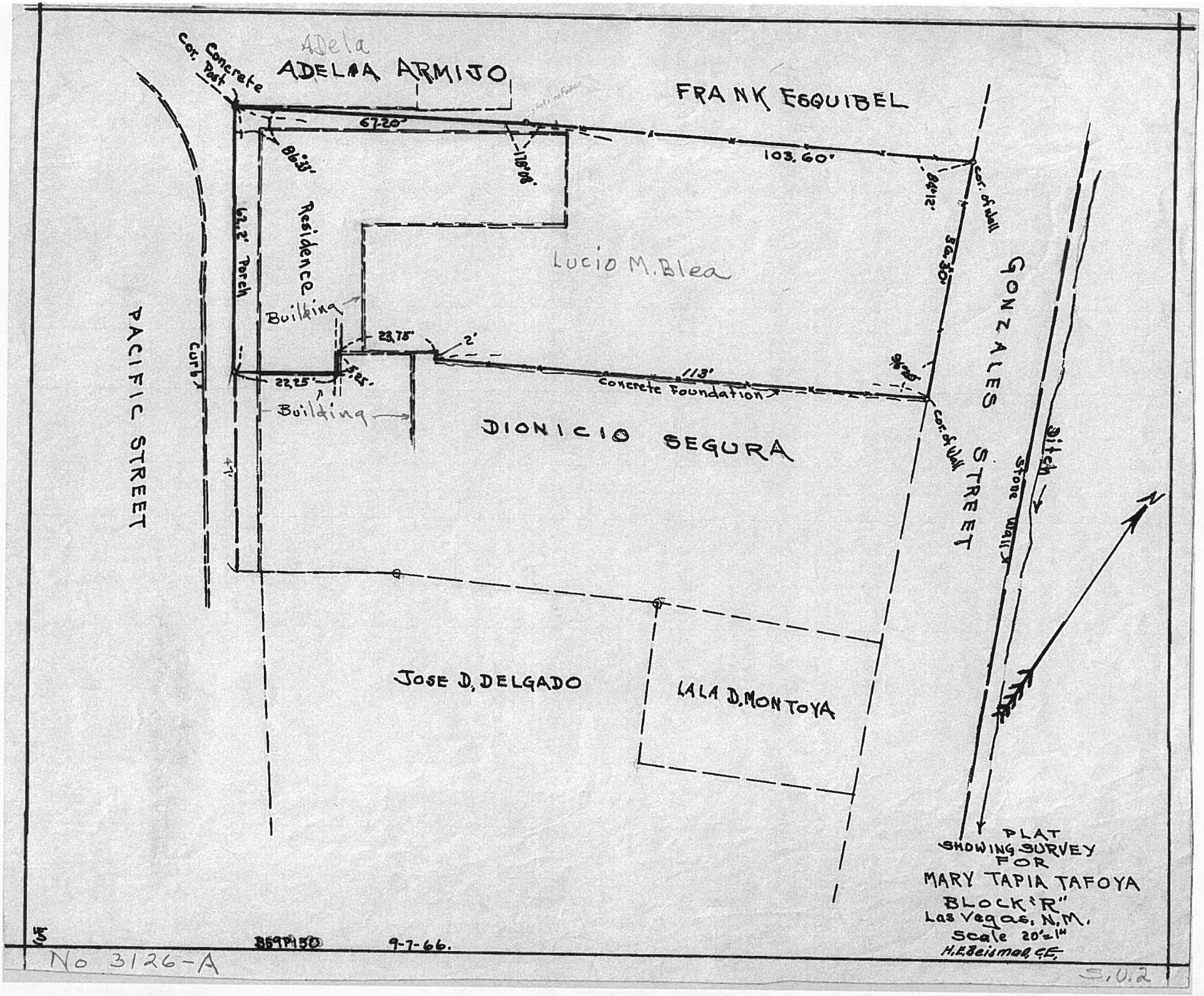
STATE OF NEW MEXICO _____)
) SS
COUNTY OF SAN MIGUEL)

On this ____ day of _____, 201___ before me appeared _____, to me personally known, who being by me duly sworn did say that he is the Mayor of the City of Las Vegas, a municipal corporation and that said instrument was signed and sealed on behalf of said corporation by authority of the Governing Body of the City of Las Vegas and said _____ acknowledgment said instrument to be the free act and deed of said corporation.

_____
Notary Public

My Commission Expires:

_____


ADELA ARMIJO
Adela
Concrete Cor. Post
FRANK ESQUIBEL
67.20'
86°33'
178°08'
103.60'
84°12'
Cor. of Wall
Residence
62.2' Porch
Lucio M. Blea
Building
23.75'
2'
113'
Concrete Foundation
22.25'
5.25'
Building
DIONICIO SEGURA
PACIFIC STREET
Curb
GONZALES STREET
Ditch
Stone Wall
JOSE D. DELGADO
LALA D. MONTOYA
N
PLAT SHOWING SURVEY FOR MARY TAPIA TAFOYA BLOCK "R" Las Vegas, N.M.
Scale 20'=1"
H.E. Beismal, C.E.
9-7-66.
No 3126-A
S.U.2

CITY OF LAS VEGAS COUNCIL

AGENDA STAFF REPORT

DECEMBER 8 2014

Application/Request

Type of Request:	Repeal of Encroachment Agreement
Current Property Owner:	Isabel Saavedra
Name of Surveyor:	Redline, LLC Construction & Land Surveying
Intended Land Use:	Sale of Land

Repeal of Encroachment Agreement

On August 20, 2014, City Council Approved an agreement between Isabel Saavedra and the City of Las Vegas for a porch along South Pacific Street, Which encroaches approximately 7 feet onto ROW of South Pacific Street. After further review by Jashe Alcon from Redline LLC the property Surveyor, it was discovered that the porch attached to Saavedra home is part of the property according to plat showing survey prepared by H.E. Beisman on September 7, 1966 for property located at 1408 South Pacific Street.1408 South Pacific is a registered historic home that falls within the local Cultural Historic Overlay.

R-2 Single Family Zoning (purpose) Designation	**Section 450-122 and 450-131 of the City's Zoning Ordinance R-2 Multi-Family Residential Zone within the CH Cultural Historic Overlay Zone purpose;** The R-2 Zone District is composed of Medium-density concentrations of residential uses and open spaces where similar development appears likely to occur. The standards for this district are designed to stabilize and protect the essential character of the area so designated and to protect and encourage, insofar as compatible with the intensity of land use, a suitable environment for family life. Development is, therefore, limited from low to medium concentrations. **Section 450-131.CH Cultural Historic Overlay Zone-**The purpose of this zone is to provide for the protection of those sections of the City that are deemed worth preserving because of historical interest, cultural interest or artistic interest.

CURRENT SITE INFORMATION

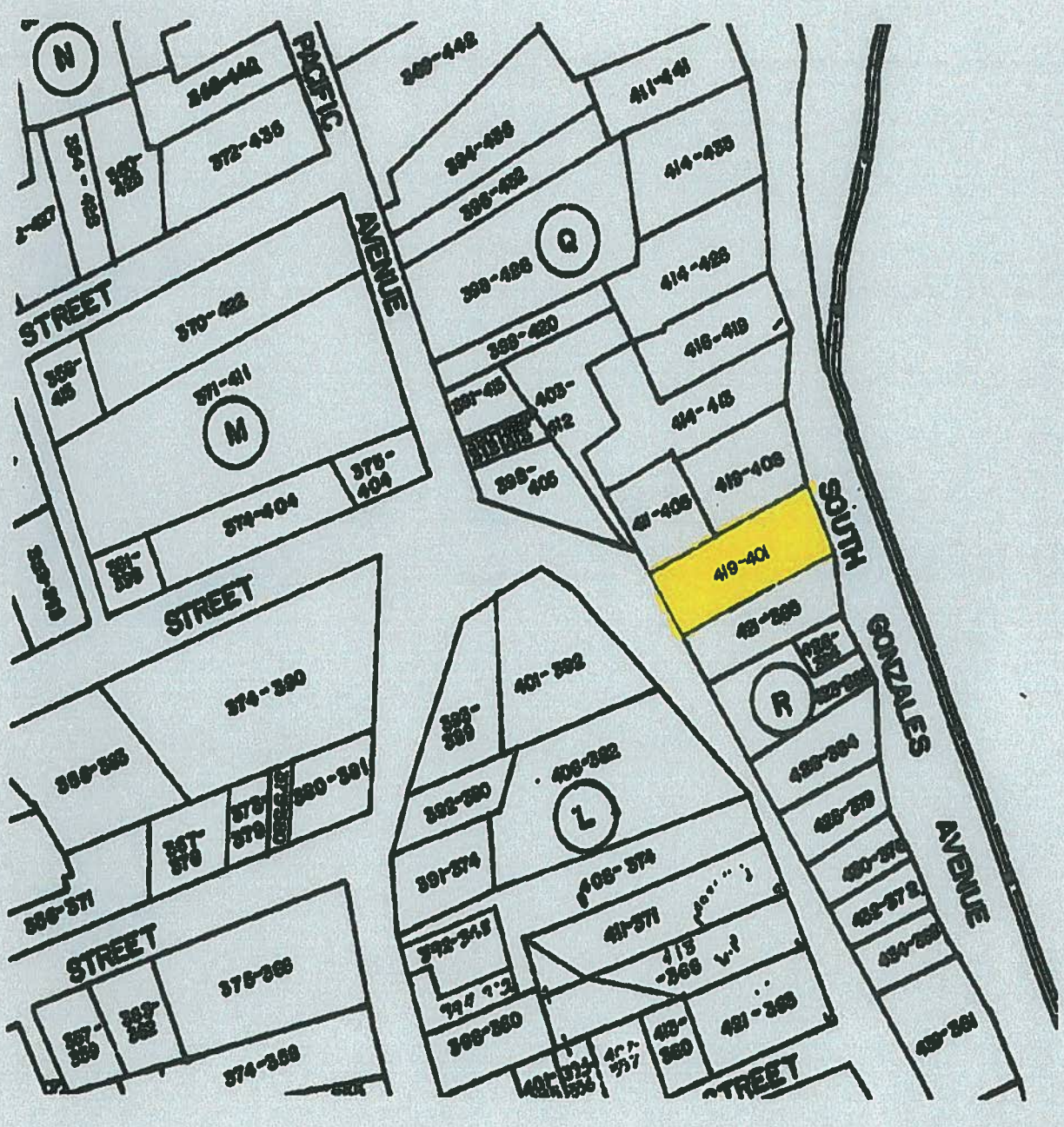
LOCATION	A tract of land located off South Pacific Street directly across from West Las Vegas High.
SITE ACREAGE	.23 acres more or less
ZONING CLASSIFICATION	Cultural Historic Overlay Zone-Multifamily Residential (R-3)
SAN MIGUEL COUNTY TAX PARCEL and SCHOOL DISTRICT	Tax Map Number 1-094-092-419-401 School District 2-In
TOWNSHIP & RANGE	Twp 16N Rge16 Section 17 (projected)

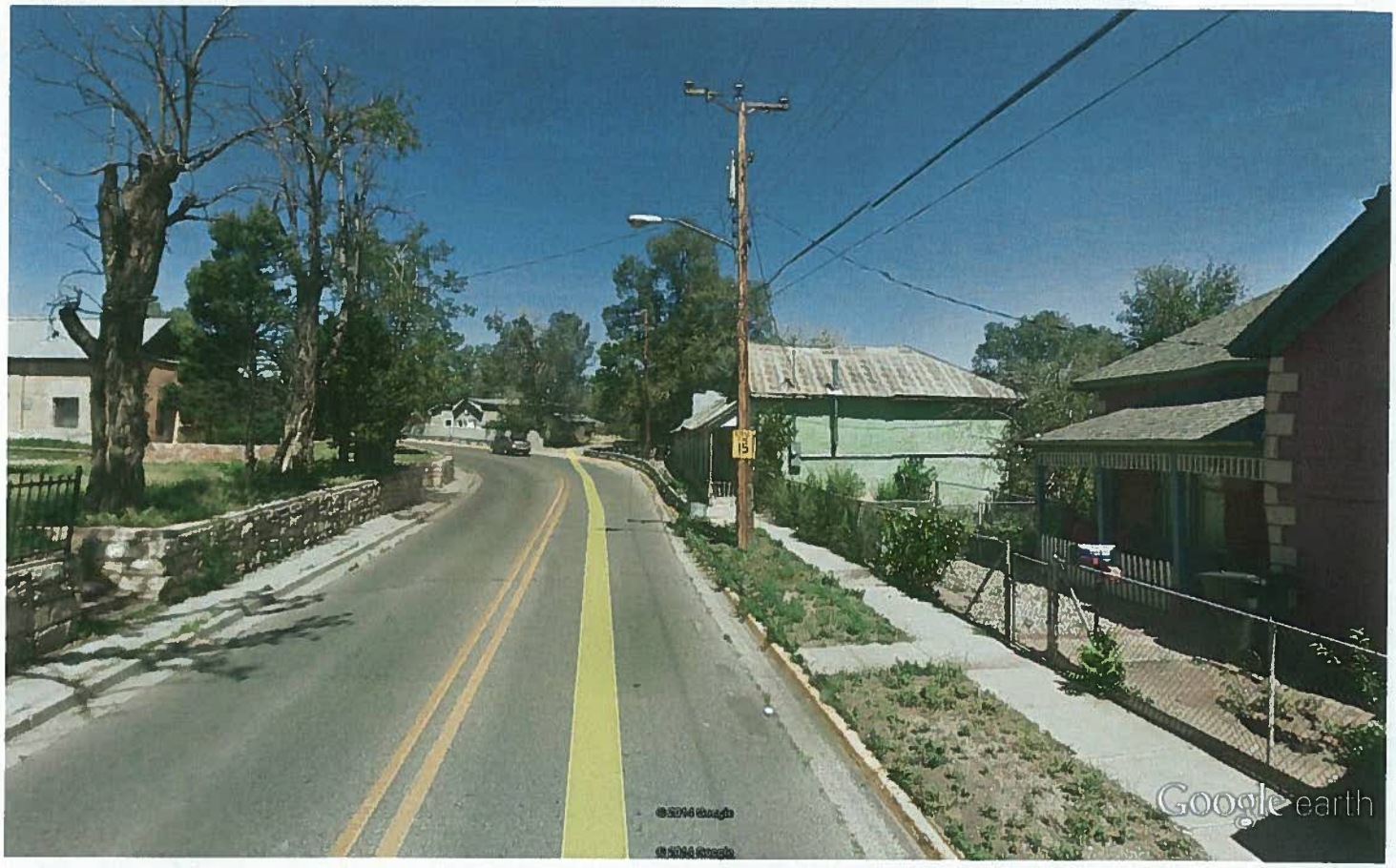
ADJACENT PROPERTY ZONING and CURRENT LAND USE

NORTH	CH R-2 Multifamily Residential	
EAST	CHR-2 Multifamily Residential	
SOUTH	CHR-2 Multifamily Residential	Developed, Residential Site Built Homes
WEST	RA Residential Agricultural Zone	West Las Vegas High School

UTILITIES WITHIN PROXIMITY OF SITE/PUBLIC SAFETY

WATER	Currently Water main lines exist at the rear of house on South Gonzales
SEWER	Currently Main Sewer lines exist at the rear of house on South Gonzales
GAS	Currently Gas Lines exists at the rear of house on South Gonzales
SOLID WASTE	Will be provided with rollout
Electric-(PNM) **Cable-(Comcast)** **Phone-(Cyber Link)**	Power is to be provided by PNM, Cable, and phone power lines exist within the rear of property on South Gonzales
PUBLIC SAFETY	Harold Ledoux Fire Dept., City of Las Vegas Police.

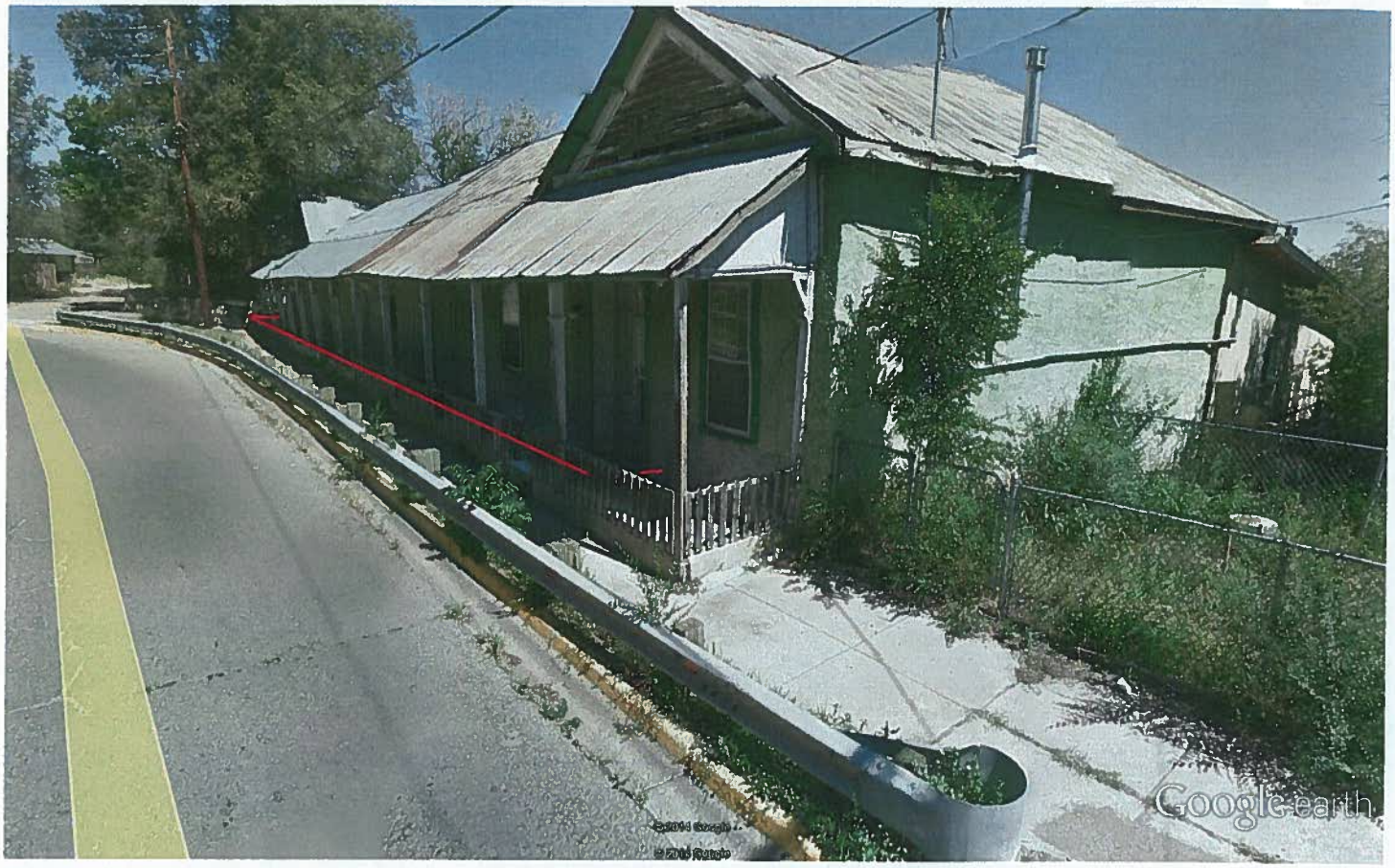

PACIFIC AVENUE
STREET
STREET
STREET
STREET
SOUTH GONZALES AVENUE
N
M
Q
L
R
419-401



Google earth

feet 10

meters 4



Google earth

feet 10
meters 3

Google earth

feet 10
meters 4

Google earth

feet 100
meters 50

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 12/31/14 **DEPT: Community Development** **MEETING DATE: 1-14-15**

DISCUSSION ITEM/TOPIC: Consideration of repealing Encroachment Agreement No.2925-14 between Isabel Saavedra and the City of Las Vegas, for property located at 1408 South Pacific Street.

ACTION REQUESTED OF COUNCIL: Approval/Disapproval of repealing Encroachment Agreement No.2925-14.

BACKGROUND/RATIONALE: On August 20, 2014, City Council approved an agreement between Isabel Saavedra and the City of Las Vegas for a porch along South Pacific Street, which encroaches approximately 7 feet onto City Right of Way "ROW" of South Pacific Street. After further research by Jashe Alcon from Redline LLC the property Surveyor, it was discovered that the porch attached to Isabel Saavedra's home is part of the property according to plat showing survey prepared by H.E. Beisman on September 7, 1966 for property located at 1408 South Pacific does not encroach onto South Pacific Street.1408 South Pacific is a registered historic home that falls within the local Cultural Historic Overlay.

STAFF RECOMMENDATION: Repeal agreement no.2925-14 between Isabel Saavedra and the City of Las Vegas.

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY MANAGER'S OFFICE NO LATER THAN 10:00 A.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

ALFONSO E. ORTIZ, JR.
MAYOR

ANN MARIE GALLEGOS
FINANCE DIRECTOR

ELMER J. MARTINEZ
ACTING CITY MANAGER

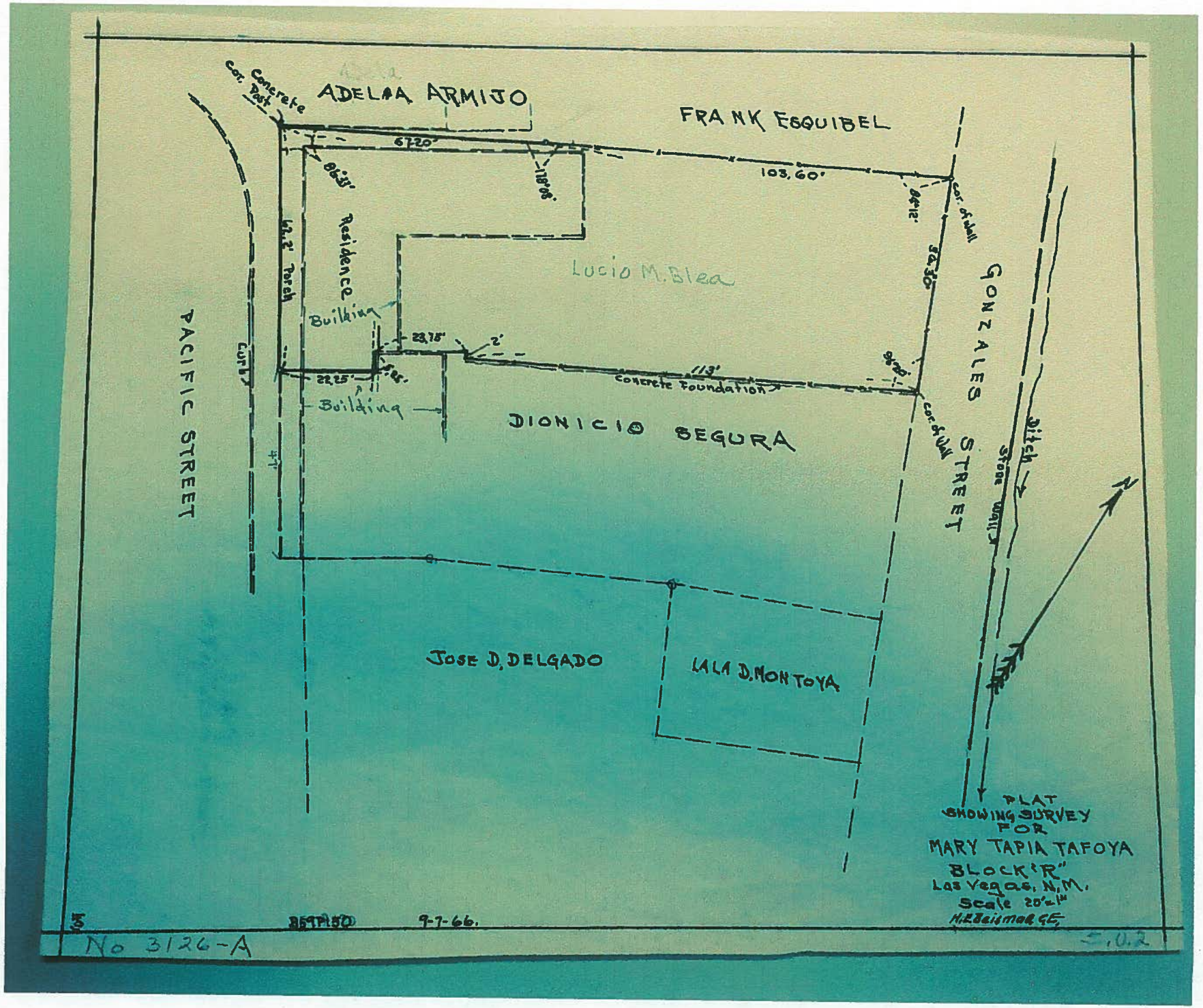
PURCHASING AGENT
(FOR BID AWARD ONLY)

DAVE ROMERO
CITY ATTORNEY

Approved as to Legal Sufficiency Only

(If Box is initiated by City Mngr., Review and Sign)

Approved to form 9-25-12


ADELA ARMIJO
FRANK ESQUIBEL
Concrete
Cor. Post
67.20'
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Residence
Building
Lucio M. Blea
23.75'
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PACIFIC STREET
Curb
GONZALES STREET
Ditch
Stone Wall
JOSE D. DELGADO
LALA D. MONTOYA
PLAT
SHOWING SURVEY
FOR
MARY TAPIA TAFOYA
BLOCK "R"
Las Vegas, N.M.
Scale 20'=1"
H.E. Beisman C.E.
9-7-66.
No 3126-A

GENERAL NOTES

1. DATE(S) OF FIELD WORK: MARCH 09, APRIL 09, 10, 24, MAY 14, JUNE 09, 2014
2. EQUIPMENT USED: TRIMBLE R8 GPS SYSTEM, TRIMBLE 3603 ROBOTIC TOTAL STATION, TOPCON GTS 233 TOTAL STATION.
3. HORIZONTAL DATUM (BASIS OF BEARINGS): NGS 84 DATUM – OBTAINED BY GPS OBSERVATION.
4. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES IN U.S. SURVEY FEET.
5. THIS PROPERTY IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND RESERVATIONS RECORDED OR UNRECORDED.
6. DATA SHOWN ON ADJOINING PROPERTIES IS BACKGROUND OR INFORMATIONAL IN NATURE AND IS NOT A SURVEY OF ADJOINING PROPERTIES.
7. BURIED UTILITIES AND/OR PIPE LINES ARE SHOWN PER VISIBLE SURFACE EVIDENCE AND OR MARKINGS. ADDITIONAL UTILITIES, IN USE OR ABANDONED, MIGHT EXIST ON, NEAR OR CROSSING THE SUBJECT PROPERTY. REDLINE, LLC AND THE SURVEYOR OF RECORD SHALL NOT BE LIABLE FOR THE LOCATION OF OR THE FAILURE TO NOTE THE LOCATION OF NON-VISIBLE UTILITIES.
8. REDLINE, LLC DOES NOT HAVE THE EXPERTISE TO ADDRESS IRRIGATION, MINERAL OR WATER RIGHTS. REDLINE, LLC RECOMMENDS ALL INTERESTED PARTIES RETAIN AN EXPERT AND/OR ATTORNEY TO ADDRESS THESE MATTERS. REDLINE, LLC AND THE SURVEYOR OF RECORD ASSUME NO RESPONSIBILITY FOR THE IRRIGATION, MINERAL OR WATER RIGHTS UPON THIS TRACT OF LAND.
9. OWNERSHIP OF DOCUMENTS: THIS DOCUMENT, THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF REDLINE, LLC AND IS NOT TO BE USED, IN WHOLE OR IN PART WITHOUT WRITTEN AUTHORIZATION FROM REDLINE, LLC.

DOCUMENT REFERENCES

1. PERSONAL REPRESENTATIVE'S DEED OF DISTRIBUTION FROM ANNABELLE SENA AND ISABEL SAAVEDRA TO ISABEL SAAVEDRA, FILED IN THE OFFICE OF THE SAN MIGUEL COUNTY CLERK AS INSTRUMENT #[illegible], SEPTEMBER 26, 2011.
2. WARRANTY DEED FROM ADELA V. ARMIJO TO STEPHEN PHILLIP WINSTON AND OLIVIA L. WINSTON, FILED IN THE OFFICE OF THE SAN MIGUEL COUNTY CLERK IN DEED BOOK 334, PAGE 0005, MAY 08, 1963.
3. QUITCLAIM DEED FROM JACK FLORES TO EMMA SERRAS STONE, FILED IN THE OFFICE OF THE SAN MIGUEL COUNTY CLERK IN DEED BOOK 333, PAGE 0367, FEBRUARY 02, 1994. BEARINGS AND DISTANCES USED FROM SAID DEED. SAID DEED HAS AN ERROR OF CLOSURE OF 1:17.
4. QUITCLAIM DEED FROM STELLA BEATRICE MARTINEZ TO LARRY C. MONTOYA, FILED IN THE OFFICE OF THE SAN MIGUEL COUNTY CLERK IN DEED BOOK 227, PAGE 0171, FEBRUARY 23, 1977. SAID DOCUMENT IS ILLEGIBLE.
7. SPECIAL WARRANTY DEED FROM CHRISTOPHER T. HORNE TO CHRISTOPHER T. HORNE & MELANIE C. ZOLLNER, FILED IN THE OFFICE OF THE SAN MIGUEL COUNTY CLERK AS INSTRUMENT #[illegible], SEPTEMBER 16, 2013.

PLAT REFERENCES

1. BOUNDARY SURVEY PLAT ENTITLED "PLAT SHOWING SURVEY FOR MARY TAPIA TAFOYA, BLOCK "K", LAS VEGAS, NM." PREPARED BY H.E. BRODMAN, C.E. ON SEPTEMBER 07, 1939 AS AS SHOWN (DRAWING #[illegible]). SAID PLAT NOT OF RECORD AND IN THE POSSESSION OF NEW MEXICO HIGHLANDS UNIVERSITY IN THE BRODMAN COLLECTION.
2. BOUNDARY SURVEY PLAT PREPARED FOR OLIVIA L. WINSTON, PREPARED BY TED WINSTON, NMPLS #[illegible], FILED IN THE OFFICE OF THE SAN MIGUEL COUNTY CLERK IN PLAT BOOK 88, PAGE 13, DOCUMENT #[illegible], AUGUST 08, 2011.
3. BOUNDARY SURVEY PLAT OF WEST LAS VEGAS SCHOOLS, PREPARED BY EDWARD G. WINSTON, NMPLS #[illegible], WINSTON DRAWING #[illegible], JULY 21, 1994. SAID PLAT NOT OF RECORD AND IS POSSESSION OF WINSTON & ASSOCIATES IN LAS VEGAS, NM.
4. MAP OF LAS VEGAS , SAN MIGUEL COUNTY, NEW MEXICO, PREPARED BY H.E. BRODMAN, C.E., 1939.

SURVEY NOTES

1. BOUNDARY LINES COINCIDE WITH WALL OF FOUNDATION OF RESIDENCE #1402 BELONGING TO DIONICIO SEGURA, LINES 2-4.
2. BOUNDARY LINE COINCIDES WITH CENTERLINE OF WALL SEPARATING RESIDENCES.
3. NO RIGHT-OF-WAY DESCRIPTIONS OR PLATS FOUND FOR THE PORTION OF SOUTH PACIFIC STREET AND SOUTH GONZALES STREET THIS SURVEY. RIGHT-OF-WAY LINES SHOWN HEREON TAKEN FROM PLAT REFERENCE #1.

ACCESS NOTE

ACCESS TO SUBJECT PROPERTY IS ALONG SOUTH PACIFIC STREET AND SOUTH GONZALES STREET.

ENCROACHMENT, GAP OR OVERLAP NOTES

1. OVERHANG OF SUBJECT RESIDENCE ENCROACHES OUT.
2. BLOCK WALL CROSSES PROPERTY LINE.
3. OVERHANG OF SHED BELONGING TO SUBJECT PROPERTY ENCROACHES OUT.
4. CONCRETE WALL ENCROACHES INTO SUBJECT PROPERTY.
5. OVERHANG OF RESIDENCE #1402 ENCROACHES INTO SUBJECT PROPERTY (CROSS-HATCHED AREA).

LEGEND

- SET #4 REBAR WITH RED CAP "REDLINE PLS 17123"
- CALCULATED CORNER (NO MONUMENT SET)
- FOUND MONUMENT AS NOTED
- CLEAN OUT
- CONCRETE SURFACE
- ELECTRIC METER
- FIRE HYDRANT
- UTILITY MANHOLE
- UTILITY POLE
- WATER METER
- WATER VALVE
- CENTERLINE
- DR# DEED REFERENCE NUMBER
- PR# PLAT REFERENCE NUMBER
- ( ) RECORD MEASUREMENTS
- WOVEN WIRE FENCE
- OHU OVERHEAD UTILITY LINE
- WOOD FENCE
- ENCROACHMENT, GAP OR OVERLAP NOTE
- SURVEY NOTE

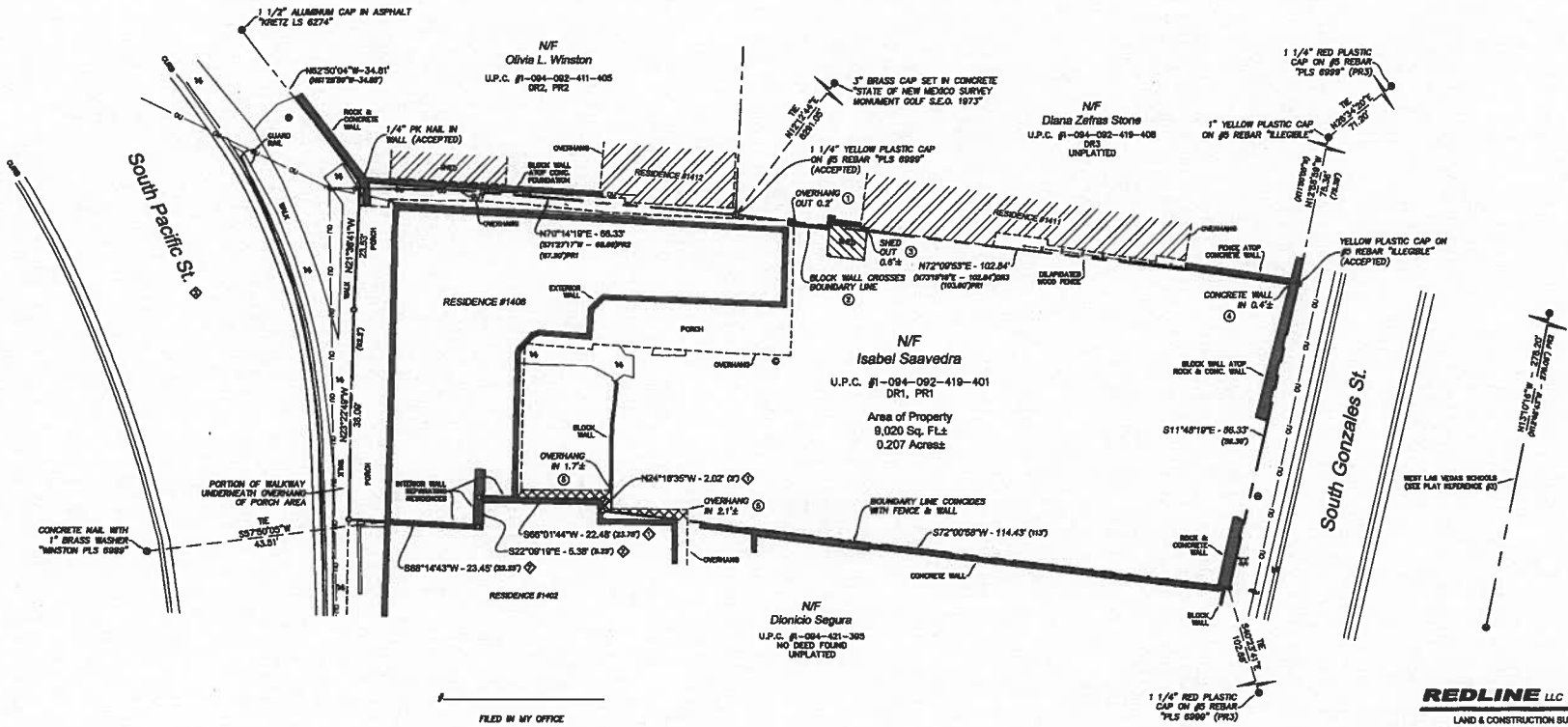
N

W E

S

0 10' 20'

SCALE: 1" = 10'



#_____

FILED IN MY OFFICE

AT_____O'CLOCK_____M

DATE_____

MELANIE Y. RIVERA
COUNTY CLERK & RECORDER
SAN MIGUEL COUNTY, NM

DEPUTY_____

BOOK_____PAGE_____

SURVEYOR'S CERTIFICATE

I Ing. Josha A. Alcon, a New Mexico Professional Surveyor, do hereby certify that this Boundary Survey Plat and the actual survey on the ground upon which it is based were performed by me or under my direct supervision; that I am responsible for this survey; that this survey meets the Minimum Standards for Surveying in New Mexico; and that it is true and correct to the best of my knowledge and belief. I further certify that this survey is not a land division or a subdivision as defined in the New Mexico Subdivision Act and that this instrument is a boundary survey of an existing tract or tracts.

PRELIMINARY 14-11-26

Ing. Josha A. Alcon, N.M.P.S. #17123 P.O. Box 207
For & on behalf of REDLINE, LLC (505) 426-0505 Mora, NM 87732

INDEXING INFORMATION FOR COUNTY CLERK

Registered Owner: Isabel Saavedra
U.P.C. #1-094-092-419-401
Section 27, Township 16 North, Range 18 East, N.M.P.M.
City of Las Vegas, San Miguel County, New Mexico

REDLINE LLC
LAND & CONSTRUCTION SURVEYING
P.O. Box 207 - Mora, NM 87732 - (505) 426-0505
redline_surveying@msn.com

Boundary Survey Plat of 1408 South Pacific Street
Prepared For Roland Medrano
Being within the Las Vegas Land Grant,
Within Projected Section 27, T. 16 N., R. 16 E., N.M.P.M.,
City of Las Vegas, San Miguel County, New Mexico
Redline, LLC Job #BDY14001