



# CITY OF LAS VEGAS

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

**ALFONSO E. ORTIZ, JR.**  
Mayor

**CITY OF LAS VEGAS  
REGULAR CITY COUNCIL AGENDA  
July 16, 2014–Wednesday– 6:00 p.m.  
City Council Chambers  
1700 N. Grand Ave**

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

- I. **CALL TO ORDER**
- II. **ROLL CALL**
- III. **PLEDGE OF ALLEGIANCE**
- IV. **MOMENT OF SILENCE**
- V. **APPROVAL OF AGENDA**
- VI. **APPROVAL OF MINUTES (June 16<sup>th</sup>, Special, June 16<sup>th</sup>, Work Session and June 25, 2014)**
- VII. **MAYOR'S APPOINTMENTS**
- VIII. **MAYOR'S RECOGNITIONS/PROCLAMATIONS**
  - Proclamation for "New Mexico Hunger Week"
  - Recognition of the City of Las Vegas Retirees
- IX. **PUBLIC INPUT (not to exceed 3 minutes per person)**
- X. **PRESENTATIONS (not to exceed 10 minutes per person)**
  - Presentation of six (6) new hired Police Officers
  - Presentation of Certificate of Appreciation
- XI. **FINANCE REPORT**
- XII. **BUSINESS ITEMS**

**TONITA GURULE-GIRON**  
Councilor, Ward 1

**VINCE HOWELL**  
Councilor, Ward 2

**JOSEPH "JOEY" HERRERA**  
Councilor, Ward 3

**DAVID L. ROMERO**  
Councilor, Ward 4

1. Approval/Disapproval of Resolution 14-41 to enter into agreement with the State of New Mexico Office of the State Engineer for capital appropriations.

***Ken Garcia, Utilities Director*** The City of Las Vegas was awarded 4 million dollars during the 2014 State Legislative Session. This grant funding is to plan, design, construct and expand the Bradner Dam.

2. Approval/Disapproval of Resolution 14-42 to enter into agreement with the State of New Mexico Office of the State Engineer for capital appropriations.

***Ken Garcia, Utilities Director*** The City of Las Vegas was awarded 6 million dollars during the 2014 State Legislative session. The grant funding is to plan, design, construct and expand the Bradner Dam.

3. Approval/Disapproval of out of state travel for (3) three officers to attend a Defensive Tactics instructor course to become certified instructors in Arlington, TX, August 11-15, 2014.

***Christian Montano, Police Chief*** The Las Vegas City Police Department respectfully requests permission to send 3 officers to Defensive Tactics training in Arlington, TX with funding provided through the 2014 Justice Assistance Grant.

4. Approval/Disapproval of Memorandum of Understanding between City of Las Vegas and San Miguel County and San Miguel County office of Emergency Management in support of the Communications Center upgrade.

***Christian Montano, Police Chief*** City of Las Vegas Police Department was awarded a grant through Homeland Security in the amount of \$122,858.66. The City of Las Vegas approved a resolution to support the Communications Center upgrade in the amount of \$146,045.42. At this time the City of Las Vegas Police Department is requesting an MOU between San Miguel County and City of Las Vegas to transfer the amount of \$130,000.00 to San Miguel County to be used secondary and in conjunction of the Homeland Security Grant for the Communications Center upgrade. Any remaining funds will revert back to the City of Las Vegas.

5. Approval/Disapproval of Resolution 14-43 assigning official representatives and signatory authority for the 4 million and 6 million dollar grant agreements with the New Mexico Office of the State Engineer.

*Ken Garcia, Utilities Director* This resolution is required by the funding agency to assign representatives and signatory authority for the grant agreements.

**XII. COUNCILORS' REPORTS**

**XIII. EXECUTIVE SESSION**

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

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

**XIV. ADJOURN**

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

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

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

**MINUTES OF THE CITY OF LAS VEGAS SPECIAL CITY COUNCIL MEETING HELD  
ON MONDAY, JUNE 16, 2014 AT 5:00 P.M. IN THE CITY COUNCIL CHAMBERS**

**MAYOR:** Alfonso E. Ortiz, Jr.

**COUNCILORS:** David L. Romero  
Tonita Gurule-Giroñ  
Vincent Howell  
Joey Herrera

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

**CALL TO ORDER**

Mayor Alfonso E. Ortiz, Jr. called the meeting to order at 4:00 p.m.

**ROLL CALL**

**PLEDGE OF ALLEGIANCE**

**MOMENT OF SILENCE**

Mayor Ortiz, Jr. asked for a moment of silence in appreciation of good health, and to be thankful that Councilor Romero is doing well after going through a medical procedure.

**APPROVAL OF AGENDA**

Councilor Howell made a motion to approve the agenda. Councilor Gurule-Giroń seconded the motion.

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

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

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

### **PUBLIC INPUT**

Mr. Bob Wessley spoke about the importance of the reliability of the water system and the delivery of quality water to our customers. Mr. Wessley urged council to approve Business Items 2 and 3 on the agenda for the reason that it would secure funding for the expansion of Bradner Dam.

### **BUSINESS ITEMS**

1. Approval of Appointment of Elmer Martinez as Acting City Manager until such time the position of City Manager is filled.

As per City Charter Section 3.02 Power and Duties, section (3) Appoint and remove, subject to approval of the Council, The City Manager... and Section 5.01 City Manager-Appointment and General Provisions,(D) the Mayor shall appoint, subject to Council approval, an acting City Manager for any absence exceeding thirty (30) days.

Mayor Ortiz, Jr. requested that City Attorney Dave Romero give an update and inform council and the public of what took place during former City Manager Tim Dodge’s departure.

City Attorney Dave Romero gave a detailed overview of policy and procedures taken during the departure of City Manager Dodge and advised that Elmer Martinez had been nominated as Acting City Manager.

Councilor Gurule-Giroń made a motion to approve the Appointment of Elmer Martinez as Acting City Manager until such time the position of City Manager is filled. Councilor Romero and Councilor Howell seconded the motion.

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

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

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

Mayor Ortiz, Jr. expressed his thanks to Elmer Martinez and also on behalf of the City of Las Vegas, for taking on the responsibilities of Acting City Manager.

Acting City Manager Elmer Martinez advised that the Transportation Department had received a new transportation vehicle and was outside to be viewed by council and it would add to their service to the community. Acting City Manager Martinez also spoke briefly and thanked everyone for their unanimous support and advised he would do his best for the community, his co-workers and constituents during this transition with hopes of moving forward in a positive manner.

2. Approval/Disapproval of Resolution 14-40 replacing and repealing Resolution 13-39 which establishes funding priorities for water system improvements for the City of Las Vegas.

Utilities Director Ken Garcia offered his congratulations and support to Elmer Martinez on his appointment of Acting City Manager.

Utilities Director Garcia advised that this updated resolution will include all funding requested and received for Preliminary Engineering Report related projects and incorporate the latest SRF application for the Bradner Reservoir project/Raw Water Conveyance. Utilities Director Garcia introduced Maria Gilvary- Technical Assistant, Paul Cassidy- Financial Consultant and Ann Marie Gallegos- Finance Director and advised they would be open for any questions by council related to Resolution 14-40.

Councilor Gurule-Giroń had questions and concerns on the status of the Debt Service Fund.

Finance Consultant Paul Cassidy addressed the questions concerning the Debt Service Fund and briefly spoke about the borrowing process for the loan.

Discussion took place on concerns of the conditions of applying for the loan with intentions of hopefully not having to increase utility rates.

Councilor Howell had questions concerning amounts on several other loans already applied for by the City of Las Vegas.

Utilities Director Garcia and Financial Consultant Cassidy addressed the questions and concerns brought up by Councilor Howell.

Councilor Howell made a motion to approve of Resolution 14-40 replacing and repealing Resolution 13-39 which establishes funding priorities for water system improvements for the City of Las Vegas. Councilor Romero seconded the motion.

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

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

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

3. Approval/Disapproval of Resolution 14-39 to submit an application for funding assistance to the New Mexico Finance Authority for the Bradner Reservoir project and the Raw Water Conveyance Project.

Utilities Director Ken Garcia advised that this resolution will allow the City of Las Vegas to submit their application to the NM Finance Authority Drinking Water State Revolving Loan Fund for the Bradner Reservoir/Raw Water Conveyance project. This project will assist the City in moving water more effectively, increasing its water supply storage and meeting demand during times of drought and wildfire.

Councilor Gurule-Giroń had questions on page two of the application for funding, concerning User Fee Net Revenues.

Financial Consultant Paul Cassidy clarified that the section on the application questioned should have read Operating Revenues instead of User Fee Net Revenues and thanked Councilor Gurule-Giroń for noticing the error.

Councilor Gurule-Giroń made a motion to approve Resolution 14-39 to submit an application for funding assistance to the New Mexico Finance Authority for the Bradner Reservoir project and Raw Water Conveyance Project with a modified change under Project Summary No. 2 to state Operating Revenues instead of User Fee Net Revenue. Councilor Howell seconded the motion.

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

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

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

Utilities Director Garcia thanked the governing body, Ms. Gilvary for preparing the application, and also thanked Mr. Cassidy and Ms. Gallegos for their support as well.

### **EXECUTIVE SESSION**

City Attorney Romero advised there was no need for Executive Session.

### **ADJOURN**

Councilor Gurule-Giroń made a motion to adjourn. Councilor Romero seconded the motion.

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

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

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

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Mayor Alfonso E. Ortiz, Jr.

ATTEST:

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Casandra Fresquez, City Clerk

**MINUTES OF THE CITY OF LAS VEGAS CITY COUNCIL WORK SESSION  
HELD ON THURSDAY JUNE 16, 2014 AT 5:30 P.M. IN THE CITY COUNCIL  
CHAMBERS**

**MAYOR:** Alfonso E. Ortiz, Jr.

**COUNCILORS:** Tonita Gurule-Giron  
Vince Howell  
Joey Herrera  
David L. Romero

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

**CALL TO ORDER**

**ROLL CALL**

**PLEDGE OF ALLEGIANCE**

**MOMENT OF SILENCE**

Mayor Ortiz Jr. asked for a moment of silence in appreciation of life and asked for blessings and prayers to the family of Arsenio Lujan who passed away a few days earlier.

**APPROVAL OF AGENDA**

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

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

Joey Herrera Yes  
Tonita Gurule-Giron Yes

Vince Howell Yes  
David L. Romero Yes

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

#### **MAYOR'S APPOINTMENTS**

Mayor Ortiz Jr. advised he had not appointments at this time.

#### **MAYOR'S RECOGNITION/PROCLAMATION**

Mayor Ortiz Jr. wanted to acknowledge the issues the community faces and thanks the governing body for working together to move the City ahead in a very positive way.

#### **PRESENTATIONS**

Fire Chief Phillip Mares first advised the governing body of the number of casualties of Fire Fighters over the last two years. Fire Chief Mares presented to the governing body the new Personal Protective Equipment for the Fire Department personnel and explained what the purpose of each item and the cost for the equipment. Fire Chief Mares also stressed the importance of personnel safety and the need to replace items as they become worn and less effective. Fire Chief Mares also advised that each set of equipment is fitted for each Fire Fighter. Discussion and questions took place regarding the cost and the equipment.

#### **PUBLIC INPUT**

Ralph Gallegos spoke to the governing body about the YCC Grant the City applied for and received \$120,000. Mr. Gallegos encouraged the City to not give up the Grant as 70% of the grant goes for youth salaries. Mr. Gallegos stressed the importance of teaching the youth of the community hard work.

#### **CITY MANAGER'S INFORMATIONAL REPORT**

Acting City Manager Martinez advised he has met with the departments and is informing himself of the projects that the departments have. Acting City Manager Martinez is also meeting with community on their concerns and making sure to follow up with all concerns. Acting City Manager Martinez advised the goal is to continue unity and promote a positive City service.

#### **DISCUSSION ITEMS**

1. Out of State travel for three Fire Department personnel.

Fire Chief Mares advised that three Fire Department personnel would like to attend the International Association for Fire Chief's (IAFC's) Annual Conference

in Dallas, Texas. This conference covers leadership components that are essential for success and covers many roles and responsibilities of company officers from tactical to strategic.

Questions and discussion took place regarding travel cost and the benefit to the staff.

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

2. Resolution 14-38 imposing restrictions on the sale or use of fireworks within the City limits.

Fire Chief Mares advised the resolution is proclaiming hazardous fire conditions and severe drought conditions in the City of Las Vegas that endanger the health, safety and welfare of the citizens; imposing restrictions on the sale or use of fireworks within the City of Las Vegas. Fire Chief Mares advised Governor Martinez sent a letter to all municipalities of New Mexico asking them to impose restrictions reading the sale and use of fireworks due to drought conditions of the state; Governor Martinez does not have the authority to ban the use or sale of fireworks. Fire Chief Mares advised the City of Las Vegas already has an ordinance that imposes restrictions of the use and sale of fireworks and the resolution is reinforcement to the community of the restrictions.

Questions and discussion took place regarding fireworks and fireworks sale.

City Attorney Dave Romero advised the resolution presented is similar to past resolutions that have been passed during drought conditions.

Discussion took place on the fireworks that are illegal.

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

3. Recommendations to utilize funding through the Department of Finance and Administration for the E-911 system for the Las Vegas Police Department and Department of Public Safety District 2.

Commander Juan Montano advised the Police department is requesting approval to utilize funding in the amount of \$331,700.00 to operate the E-911 system for the Las Vegas Police Department and Department of Public Safety District 2.

Questions and discussion place regarding the funding match provided by the City.

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

4. Recommendation to apply for funding through the Department of Justice for the Las Vegas Police Department and San Miguel County Sheriff's Office.

Commander Montano advised the Police Department is requesting approval to apply for funding in the amount of \$14,332.00 to send officers to advanced defensive tactics training and purchase laptops for San Miguel Sheriff's Office. This funding is jointly being applied for by the Police Department and the Sheriff's Office. Commander Montano advised the department is requesting to send three officers to become certified in defensive tactics and be able to train other officers. Commander Montano explained the cost of the training and the cost of the laptops for the Sheriff's Office.

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

5. Award Bid No. 2014-24 for Employee Uniforms and Work Shoes to Popular Dry Goods.

Utilities Director Ken Garcia advised as per AFSCME contract 2494-12, the City of Las Vegas is to provide a complete set of uniforms to union employees. The Utilities Department solicited bids for employee uniforms and shoes. Popular Dry Goods was the sole bidder and will be used by all City Departments for the purchase of uniforms and work shoes. Utilities Director Garcia advised the correct cost were not included in the packet provided to the governing body and requested that the item not be placed as a consent agenda item so that the correct amount can be provided at the regular meeting.

Questions were asked about the cost and replacement cost of the uniforms and if the amounts were budgeted for in department line items.

6. Resolution 14-35 to submit an application for funding assistance and a proposal to the New Mexico State Forestry Division for the purpose of restoring the watershed.

Utilities Director Garcia advised the resolution will allow the City of Las Vegas to submit their application to the NM State Forestry Division for watershed restoration to improve the health and safety of the Gallinas watershed. The city will not incur any costs for this project. The application and proposal are being submitted on behalf of the City by the NM State Forestry Division.

Questions and discussion took place regarding the watershed.

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

## **EXECUTIVE SESSION**

No need for Executive Session

Councilor Howell asked if a meeting will be set in the near future to discuss the next plans for the City.

Acting City Manager Martinez advised he is meeting with department Directors and getting information on all projects that are ongoing and will continue to move forward on projects as well as working on a retreat to being the ICIP and listing priorities for the upcoming year.

Questions and discussion took place regarding the 4<sup>th</sup> of July fiestas.

Councilor Howell made a motion to adjourn. Councilor Gurule-Giroñ seconded the motion.

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

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

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

## **ADJOURN**

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Mayor Alfonso E. Ortiz, Jr.

ATTEST:

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Casandra Fresquez, City Clerk

**MINUTES OF THE CITY OF LAS VEGAS REGULAR CITY COUNCIL MEETING HELD  
ON JUNE 25, 2014 AT 6:00 P.M. IN THE CITY COUNCIL CHAMBERS**

**MAYOR:** Alfonso E. Ortiz, Jr.

**COUNCILORS:** Tonita Gurule-Giron  
David L. Romero  
Vincent Howell  
Joey Herrera

**ALSO PRESENT:** Elmer Martinez-Acting City Manager  
Casandra Fresquez-City Clerk  
Dave Romero-City Attorney  
Christian Montano-Sergeant at Arms

**CALL TO ORDER**

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

**ROLL CALL**

**PLEDGE OF ALLEGIANCE**

**MOMENT OF SILENCE**

Mayor Ortiz, Jr. asked for a moment of silence in appreciation of family and to remind everyone that the theme for the 4<sup>th</sup> of July Fiestas this year was "Family" and that we should all be thankful for the opportunity to gather with the community as one large family and work together.

**APPROVAL OF AGENDA**

Councilor Gurule-Giron made a motion to approve the agenda. Councilor Howell seconded the motion.

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

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

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

### **APPROVAL OF MINUTES**

Councilor Herrera made a motion to approve minutes for May 7, May 8-9, May 14, May 20, and May 29, 2014. Councilor Romero and Councilor Howell seconded the motion.

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

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

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

### **MAYOR'S APPOINTMENTS**

Mayor Ortiz, Jr. advised he had a couple of recommendations but would delay until executive session if one would be held.

### **MAYOR'S RECOGNITIONS/PROCLAMATIONS**

Mayor Ortiz, Jr. advised that Las Vegas Police Chief Christian Montano would be making a presentation.

Police Chief Montano presented Certificates of Appreciation to Mr. Joseph Ulibarri and Lt. Pam Sandoval who were instrumental in coordinating and conducting crucial training in the area of "Interaction with persons with mental impairment" for the City of Las Vegas Police Department.

Police Chief made a presentation of Certificates of Recognition to the following participants in the Tri-County Children's Safe-room and Alta Vista Sexual Assault Nurses Examiners (SANE) Program; Ms. Terri Pierce; Executive Director Tri-County Family Justice Center and Tri-County Children's safe-room, Ms. Alicia Romero, RN, Mrs. Alicia Montano, RN, Ms. Nichole Gallegos, RN, Ms. Kimberly Blea; Director of Highlands University (HU) Cares Center for Advocacies Resources Education & Support, Ms. Corrine Dominguez; New Mexico Behavioral Institute Crisis Response Advocacy, Mrs. Julie K. Vigil-Romero; Taos children's Safe-Room Director and Lieutenant Pamela Sandoval, Las Vegas Police Department.

Mayor Ortiz, Jr. thanked all the organizations for their availability to the community and the importance of their services. Mayor Ortiz, Jr. reminded council of several events taking place such as the Tour of the Watershed meeting at the Skating Pond and the invitation to the La Plaza Little League District Tournament Opening Ceremonies. Mayor Ortiz, Jr. also spoke briefly on reasoning for his travels and expenses concerning the funding for Bradner Dam Water Project and several other projects taking place throughout the city.

Councilor Howell advised that he appreciated the efforts that Mayor Ortiz, Jr. has made in moving the city forward and added that the return on the city's investments has been positive.

Discussion took place on several issues concerning the reasoning for the amount of funding for travel expenses for Mayor Ortiz, Jr., as well as questions concerning the effect it would have on the budget.

Finance Director Ann Marie Gallegos advised she would obtain a report to council regarding transfers on the budget for the travel expenses.

## **PUBLIC INPUT**

Mrs. Joan Krohn spoke about the importance of activism in the community regarding the organizations that were earlier presented for their recognition and what a positive effect it has on the community.

Mr. Bob Wessley thanked Mayor Ortiz, Jr. on his willingness of traveling and that it comes with stressful situations and he added that Mayor Ortiz, Jr. was praised by the NM State Engineer to Mr. Wessley at a Water Conference in Albuquerque for the work he was doing for the City of Las Vegas.

## **FINANCE REPORT**

Finance Director Ann Marie Gallegos presented the finance report ending May 31, 2014. Finance Director Gallegos advised the General Fund collected ninety five percent which is slightly over of what was projected and expenditures were at eighty five percent. Revenues for Recreation Department were at eighty eight percent, showing a decline due to the closing of the swimming pool and expenditures were at ninety two percent. Enterprise Funds revenue was at ninety two percent and expenditures came in at eighty two percent.

Councilor Gurule-Giroń had questions concerning waste water and how balancing the budget would be addressed before the fiscal year.

Finance Director Gallegos addressed the questions and concerns brought up by Councilor Gurule-Giroń.

Councilor Herrera advised he had recently attended a Finance Committee meeting and he made a recommendation to create an open book policy regarding the Finance Budget that would be available to the Finance Advisory Committee in the near future.

Discussion took place about several suggestions that might be used by the Finance Advisory Committee and their input concerning the budget.

Mayor Ortiz, Jr. commended Acting City Manager Elmer Martinez on the job he was doing as City Manager.

## **BUSINESS ITEMS**

Consent Agenda

City Clerk Fresquez read the consent agenda Business Items into the record to include Business Items one through five.

1. Approval for Out of State travel for three (3) Fire Department Personnel.
2. Approval of Resolution 14-38 Imposing restrictions on the sale or use of fireworks within the City of Las Vegas.

Resolution 14-38 was presented as follows:

**RESOLUTION No. 14-38**

**PROCLAIMING HAZARDOUS FIRE CONDITIONS AND SEVERE DROUGHT CONDITIONS IN THE CITY OF LAS VEGAS NEW MEXICO THAT ENDANGER THE HEALTH SAFETY AND WELFARE OF THE CITIZENS; IMPOSING RESTRICTIONS ON THE SALE OR USE OF FIREWORKS WITHIN THE CITY OF LAS VEGAS NEW MEXICO.**

**WHEREAS**, the Council has held a hearing pursuant to Section 60-2C-8.1, NMSA 1978 and determined that fireworks restrictions should be imposed within the City of Las Vegas based on current drought indices published by the National Weather Service; and

**WHEREAS**, the National Weather Service has recorded significant precipitation deficits; and

**WHEREAS**, the National Weather Service has declared that exceptional drought conditions exist throughout North East New Mexico including the Las Vegas area; and

**WHEREAS**, in a letter to local leaders dated May 12, 2014, The Governor of the State of New Mexico states, the possibility of high fire danger, drought conditions, high winds, and warm temperatures will likely lead to another summer of increased wildfire risk in many parts of New Mexico. In these conditions, we cannot afford to have even one careless, human-caused fire; and

**WHEREAS**, the affected drought area consists of all areas within the municipal boundaries of the City of Las Vegas and includes all lands for which the City has assumed control or management by lease, easement, or legal agreement; and

**WHEREAS**, the rapidly escalating danger of range fires, grass fires, forest fires and structure fires is high in and around the City, and the probability of ignition of materials

likely to serve as fuel for fire is presently extremely high in and around the City limits;  
and

**WHEREAS**, the 4th of July weekend presents a greatly increased fire risk because of the widespread use of fireworks; and

**WHEREAS**, the Governor has urged local leaders to consider increased restrictions on the use of fireworks; and

**WHEREAS**, the Governing body of the City of Las Vegas also discourages the sale and use of all fireworks; and

**WHEREAS**, pursuant to Sections 60-2C-8.1 NMSA 1978, as amended, and Chapter 238-16 of the City of Las Vegas Code Book, the City Council is authorized to ban the use of all fireworks within the boundaries of the municipality that are ground audible devices, including chasers and fire crackers, or aerial devices, including but not limited to aerial shell kit-reloadable tubes, aerial spinners, helicopters, mines, missile-type rockets, multiple tube devices, roman candles, shells, and stick-type rockets, and is authorized to ban the use of all fireworks in Wildlands and open space areas; and

**WHEREAS**, Sections 60-2C-1 et seq., NMSA 1978 authorize the City Council to limit the use of any permissible fireworks to only those areas that are paved or barren or that have a readily accessible source of water for use by the homeowner or the general public.

**BE IT RESOLVED BY THE COUNCIL, THE GOVERNING BODY OF THE CITY OF LAS VEGAS:**

**Section 1. PROHIBITIONS:**

The Council therefore proclaims that an emergency situation currently exists within the City of Las Vegas, that the dry, windy conditions and high fire hazard represent a significant and immediate threat to the safety, health and welfare of the citizens of the City of Las Vegas. It is further proclaimed that severe drought conditions exist and are likely to be present throughout the months of June and July. Therefore, pursuant to this proclamation, the following are prohibited within the City of Las Vegas:

A. The use of any fireworks within Wildlands, as defined by Section 60-31 2C-2, NMSA 1978.

B. The sale and use, within the municipal limits of Las Vegas, of ground audible devices and aerial devices.

**Section 2. RESTRICTIONS:**

The following restrictions for all fireworks not otherwise prohibited are imposed: use of permissible fireworks shall be limited to areas that are paved or barren or that have a readily accessible source of water for use by the homeowner or the general public.

**Section 3. EXEMPTION:**

Nothing within this resolution shall prohibit public displays of fireworks as defined in Chapter 238-4 of the City of Las Vegas Code, so long as those displays are in strict conformance with the requirements and conditions for public displays as set forth in that ordinance and as approved by the City of Las Vegas Fire Chief.

**Section 4. NOTICE OF PENALTIES:**

Any individual, firm, partnership or other entity found violating Chapter 238 shall be subject to Chapter 238-11 of the City of Las Vegas Code, shall upon conviction, be subject to a mandatory fine not to exceed \$500. Each separate violation shall constitute a separate offense and upon conviction, each day of violation shall constitute a separate offense.

**Section 5. SEVERABILITY CLAUSE:**

If any section, paragraph, sentence, clause, word or phrase of this resolution is for any reason held to be invalid or unenforceable by any court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this resolution. The Council hereby declares that it would have passed this resolution and each section, paragraph, sentence, clause, word or phrase thereof irrespective of any provision being declared unconstitutional or otherwise invalid.

**Section 6. EFFECTIVE DATE AND TERM:**

This resolution shall remain in effect until the City Fire Chief determines that the fire danger has been alleviated or for a period of 30 days after its effective date, whichever comes first. The Council is authorized to extend this resolution for additional 30 day periods if such conditions continue and such restrictions are deemed necessary to protect the public health, safety and welfare of the citizens of Las Vegas.

**NOW THEREFORE BE IT RESOLVED** by the City Council, the Governing Body of the City of Las Vegas hereby adopts this resolution to secure the public health, safety, convenience and welfare of its citizens.

PASSED, APPROVED and ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2014

**CITY OF LAS VEGAS**

\_\_\_\_\_  
Alfonso E. Ortiz, Jr. Mayor

**ATTEST:**

\_\_\_\_\_  
Casandra Fresquez, City Clerk

**REVIEWED AND APPROVED AS TO FORM:**

\_\_\_\_\_  
Dave Romero, City Attorney

3. Approval to utilize funding through the Department of Finance and Administration for the E-911 system for Las Vegas Police Department and Department of Public Safety District 2.
4. Approval to apply for funding through the Department of Justice for the Las Vegas Police Department and San Miguel County Sheriff's Office.
5. Approval of Resolution 14-35 to submit an application for funding assistance and a proposal to the New Mexico State Forestry Division for the purpose of restoring the watershed.

Resolution 14-35 was presented as follows:

CITY OF LAS VEGAS  
RESOLUTION #14-35

A RESOLUTION APPROVING THE SUBMITTAL OF AN APPLICATION AND PROPOSAL FOR WATERSHED RESTORATION FUNDING BY THE NEW MEXICO STATE FORESTRY DIVISION.

WHEREAS, the City of Las Vegas requests consideration from the New Mexico State Forestry Division of our application for the Watershed Restoration funding to improve the health and safety of the Gallinas watershed to mitigate the potential for catastrophic wildfire and to secure a more certain and sustainable water supply to the state's citizens through hazardous fuel reduction treatment; and

WHEREAS, the City is appreciative of your considering the City for this funding opportunity for thinning near the Peterson and Bradner reservoirs that supply domestic water to the City of Las Vegas; and

WHEREAS, the City acknowledges that there is a need for continued treatment on the City-owned portion of the Gallinas Watershed; and  
 WHEREAS, currently, these watershed areas are at risk from wild land fire due to fuel load; d  
 WHEREAS, ongoing drought conditions have accentuated the possibilities of fires; and  
 WHEREAS, fire in these particular areas would first and foremost threaten the City's source of domestic water, and would also impact the citizens of Las Vegas and the surrounding communities; and  
 WHEREAS, in 2002 the City of Las Vegas completed environmental clearances to implement fuels reduction and maintenance projects within the Gallinas Watershed on over approximately 991 acres (*City of Las Vegas, New Mexico Forest Management and Maintenance Plan*); and  
 WHEREAS, to date, 150 acres have been thinned, and there are still areas that remain densely stocked and currently pose a threat of wildfire; and  
 WHEREAS, through collaborative efforts with the NM State Forestry Division in protecting the forest and watershed areas surrounding the City's water, the City envisions a way to provide the needed protection conducive to healthy forests and watershed; and  
 WHEREAS, the City will not incur any costs regarding this project.  
 NOW THEREFORE BE IT RESOLVED by the Governing Body of the City of Las Vegas that the attached application and proposal be submitted for watershed restoration to protect the City's reservoirs.

*(Signature Page to Follow)*

PASSED, APPROVED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
 Mayor Alfonso E. Ortiz, Jr.

Attest:

\_\_\_\_\_  
 Casandra Fresquez, City Clerk

APPROVED AS TO LEGAL SUFFICIENCY ONLY

\_\_\_\_\_  
 Dave Romero Jr., City Attorney

Councilor Gurule-Giroñ made a motion to approve consent agenda as read into record. Councilor Romero and Councilor Howell seconded the motion

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

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

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

**6. Approval/Disapproval to Award Bid #2014-24 for Employee Uniforms and Work Shoes to Popular Dry Goods.**

Utilities Director Ken Garcia advised as per AFSCME contract #2494-12, the City of Las Vegas is to provide a complete set of uniforms to union uniforms and work shoes. This bid will be used by all City Departments to purchase uniforms and work shoes. Popular Dry Goods was the sole bidder.

Councilor Herrera made a motion to approve to award Bid #2014-24 for Employee Uniforms and Work Shoes to Popular Dry Goods. Councilor Gurule-Giroń seconded the motion.

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

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

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

Discussion took place on several items concerning the Water Trust Board applications and the eligibility for funding for the City of Las Vegas Utilities Water Department.

**COUNCILORS' REPORTS**

Councilor Gurule-Giroń expressed her thanks to Acting City Manager Martinez for addressing some of the issues on the streets that had been documented in the past.

Councilor Romero recommended addressing issues in his ward by touring the affected areas with Acting City Manager Martinez.

Mayor Ortiz, Jr. thanked the governing body for sharing all their ideas, working together and he expressed his support to council for staying on a positive path.

Councilor Herrera advised he was getting some negative feedback from the community but he expressed his thoughts on how the governing body has been working together in a positive manner even though everyone has different opinions.

**EXECUTIVE SESSION**

Mayor Ortiz, Jr. advised there was a need for Executive Session related to personnel matters concerning Acting City Manager.

Councilor Gurule-Giroñ made a motion to convene into executive session. Councilor Herrera seconded the motion.

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

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

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

**RECONVENE INTO REGULAR SESSION**

Councilor Herrera made a motion to reconvene into regular session. Councilor Gurule-Giroñ seconded the motion.

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

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

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

Mayor Alfonso E. Ortiz advised that the item discussed in executive session was personnel matters regarding the salary of Acting City Manager Elmer Martinez. Mayor Ortiz, Jr. made a recommendation to grant Acting City Manager Martinez a salary set at seventy five thousand twenty four dollars (\$75,024.00).

Acting City Manager Martinez thanked the governing body for their support and advised it was a pleasure to serve the City of Las Vegas and would continue to work hard in helping to improve the community.

**ADJOURN**

Councilor Gurule-Giroń made a motion to adjourn. Councilor Romero seconded the motion.

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

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

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

---

Mayor Alfonso E. Ortiz, Jr.

ATTEST:

---

Casandra Fresquez, City Clerk

**CITY COUNCIL MEETING AGENDA REQUEST**

**DATE:** 7 July 2014      **DEPT:** Police      **MEETING DATE:** 16 July 2014

**ITEM/TOPIC:** Presentation of six (6) hired Police Officers

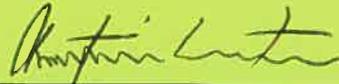
**ACTION REQUESTED OF COUNCIL:** Presentation Only.

**BACKGROUND/RATIONALE:** Presentation of six (6) new hired Police Officers. One (1) Certified Police Officer and five (5) Non-Certified Police Officers

**STAFF RECOMMENDATION:** None.

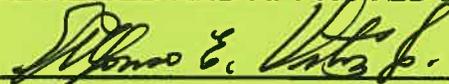
**COMMITTEE RECOMMENDATION:** None.

**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**  
Chief Christian Montano

**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)

**GENERAL FUND REVENUE COMPARISON**  
**THRU JUNE 30, 2014 - 100% OF YEAR LAPSED (12 of 12 months)**  
**FISCAL YEAR 2014**

Total Budget to Actual Comparison

	A	B	C	D	E	F	G
	FY 2013	FY 2014	FY 2014	FY 2013	FY 2014	(E/C)	(E/B)
	BUDGET	BUDGET	YTD - BUDGET	YTD - ACTUAL	YTD - ACTUAL	%	% REV
PROPERTY TAX	1,234,488	1,273,369	1,273,369	963,519	1,400,458	110%	110%
GROSS RECEIPT TAX 1.225	3,525,000	3,525,000	3,525,000	2,988,031	3,341,137	95%	95%
FRANCHISE TAX	800,000	800,000	800,000	621,596	824,764	103%	103%
GROSS RECEIPT TAX .75	2,350,000	2,350,000	2,350,000	1,964,878	2,198,813	94%	94%
1/8 INFRASTRUCTURE	340,000	340,000	340,000	299,700	335,487	99%	99%
GRT .25 (JAN 2011)	670,000	670,000	670,000	590,727	662,775	99%	99%
LICENSE & FEES	64,000	64,000	64,000	60,376	74,942	117%	117%
INTERGOVERNMENTAL	65,000	65,000	65,000	52,048	59,284	91%	91%
LOCAL FINES	97,500	97,500	97,500	94,910	78,402	80%	80%
LOCAL-MISC	1,760,455	1,646,080	1,646,080	1,406,154	1,730,613	105%	105%
<b>TOTAL</b>	<b>10,906,443</b>	<b>10,830,949</b>	<b>10,830,949</b>	<b>9,041,939</b>	<b>10,706,675</b>	<b>99%</b>	<b>99%</b>

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

**GENERAL FUND EXPENDITURE COMPARISON**  
**THRU JUNE 30, 2014 - 100% OF YEAR LAPSED (12 of 12 months)**

Total Budget to Actual Comparison

	A	B	C	D	E	F	G	H
	FY 2013	FY 2014	FY 2014	FY 2013	FY 2014	FY 2014	(E/C)	(E/B)
	BUDGET	BUDGET	YTD - BUDGET	YTD - ACTUAL	YTD - ACTUAL	AVAIL. BAL.	%	%
							YTD - BDGT	BDGT
JUDICIAL	285,228	271,496	271,496	231,534	263,071	8,425	97%	97%
EXECUTIVE	450,911	469,235	469,235	369,794	469,235	0	100%	100%
ADMINISTRATION	226,669	258,329	258,329	178,320	217,378	40,951	84%	84%
CITY ATTORNEY	200,434	205,319	205,319	160,759	205,319	0	100%	100%
PERSONNEL/HR	262,237	257,303	257,303	222,458	240,176	17,127	93%	93%
FINANCE	541,832	527,996	527,996	455,326	494,880	33,116	94%	94%
COMMUNITY DEV.	635,268	583,040	583,040	546,589	545,116	37,924	93%	93%
POLICE	3,917,416	3,872,014	3,872,014	3,324,374	3,671,476	200,538	95%	95%
CODE ENFORCEMENT	181,220	188,647	188,647	117,297	157,926	30,721	84%	84%
ANIMAL SHELTER	153,385	141,070	141,070	95,872	130,138	10,932	92%	92%
FIRE	1,263,560	1,297,793	1,297,793	979,231	1,124,984	172,809	87%	87%
PUBLIC WORKS	757,576	674,812	674,812	606,459	649,274	25,538	96%	96%
PARKS	201,752	222,394	222,394	155,049	222,394	0	100%	100%
LIBRARY	203,766	203,023	203,023	164,916	200,858	2,165	99%	99%
MUSEUM	122,922	123,937	123,937	97,486	108,928	15,009	88%	88%
GENERAL SERVICES	1,918,182	1,768,760	1,768,760	1,571,200	1,677,593	91,167	95%	95%
SALARY CONTINGENCY	418,000	88,000	88,000	0	53,562	34,438	61%	61%
<b>TOTAL</b>	<b>11,740,358</b>	<b>11,153,168</b>	<b>11,153,168</b>	<b>9,276,664</b>	<b>10,432,308</b>	<b>720,860</b>	<b>94%</b>	<b>94%</b>

**RECREATION DEPARTMENT-REVENUE COMPARISON  
THRU JUNE 30, 2014 -100 OF YEAR LAPSED (12 OF 12 MONTHS)  
FISCAL YEAR 2014**

	A	B	C	D	E	F	G
	FY 2013 BUDGET	FY 2014 BUDGET	FY 2014 YTD - BUDGET	FY 2013 ACTUAL	FY 2014 YTD - ACTUAL	(E/C) %	(E/B)
WELLNESS CENTER	123,000	115,000	115,000	97,309	108,473	94%	94%
OPEN SWIM	23,920	20,000	20,000	12,949	13,275	66%	66%
YAFL	12,000	10,000	10,000	7,187	6,974	70%	70%
YABL	18,500	16,000	16,000	17,625	20,172	126%	126%
SUMMER FUN PROGRAM	30,000	30,000	30,000	6,431	19,907	66%	66%
RECREATION-OTHER	43,590	37,300	37,300	23,132	40,322	108%	108%
GEN FUND TRANSFER	472,000	450,000	450,000	393,333	450,000	100%	100%
<b>TOTAL</b>	<b>723,010</b>	<b>678,300</b>	<b>678,300</b>	<b>557,966</b>	<b>659,123</b>	<b>97%</b>	<b>97%</b>

**RECREATION DEPARTMENT- EXPENDITURE COMPARISON  
THRU JUNE 30, 2014 -100 OF YEAR LAPSED (12 OF 12 MONTHS)**

	A	B	C	D	E	F	G	H
	FY 2013 BUDGET	FY 2014 BUDGET	FY 2014 YTD - BUDGET	FY 2013 ACTUAL	FY 2014 YTD - ACTUAL	FY 2014 AVAIL. BAL.	(E/C) %	(E/B) %
EMPLOYEE EXP.	659,847	628,759	628,759	525,338	616,404	12,355	98%	98%
YAFL	4,000	1,939	1,939	3,791	1,939	0	100%	100%
YABL	4,000	7,200	7,200	2,853	7,200	0	100%	100%
OTHER OPERATING EXP.	94,199	83,213	83,213	63,826	81,152	2,061	98%	98%
CAPITAL OUTLAY	5,901	6,800	6,800	5,129	5,147	1,653	76%	76%
<b>TOTAL</b>	<b>767,947</b>	<b>727,911</b>	<b>727,911</b>	<b>600,937</b>	<b>711,842</b>	<b>16,069</b>	<b>98%</b>	<b>98%</b>

**ENTERPRISE FUNDS-REVENUE COMPARISON**  
**THRU JUNE 30, 2014- 100% YEAR LAPSED (12 of 12 months)**  
**FISCAL YEAR 2014**

*Total Budget to Actual Comparison*

	A	B	C	D	E	F	G
	FY 2013	FY 2014	FY 2014	FY 2013	FY 2014	(E/C)	(E/B)
	BUDGET	BUDGET	YTD - BUDGET	ACTUAL	YTD - ACTUAL	%	%
<b>WASTE WATER (610)</b>	2,335,000	3,125,000	3,125,000	1,871,696	2,635,469	84%	84%
<b>NATURAL GAS (620)</b>	6,043,000	5,121,000	5,121,000	4,888,625	5,694,027	111%	111%
<b>SOLID WASTE (630)</b>	3,419,250	3,270,050	3,270,050	2,744,850	3,167,292	97%	97%
<b>WATER (640)</b>	3,353,600	4,527,131	4,527,131	3,068,023	4,633,602	102%	102%
<b>Total of Enterprise Funds</b>	15,150,850	16,043,181	16,043,181	12,573,194	16,130,390	101%	101%

**ENTERPRISE FUNDS-EXPENDITURES COMPARISON**  
**THRU JUNE 30, 2014- 100% YEAR LAPSED (12 of 12 months)**  
**FISCAL YEAR 2014**

*Budget to*

	A	B	C	D	E	F	G	H
	FY 2013	FY 2014	FY 2014	FY 2013	FY 2014	FY 2014	(E/C)	(E/B)
	BUDGET	BUDGET	YTD - BUDGET	ACTUAL	YTD - ACTUAL	AVAIL. BAL.	%	%
<b>WASTE WATER(610)</b>	3,309,206	3,432,935	3,432,935	2,624,480	2,718,860	714,075	79%	79%
<b>NATURAL GAS (620)</b>	5,876,448	6,507,731	6,507,731	4,312,178	6,464,849	42,882	99%	99%
<b>SOLID WASTE (630)</b>	3,401,769	3,359,384	3,359,384	2,529,004	2,724,968	634,416	81%	81%
<b>WATER (640)</b>	3,755,816	4,191,850	4,191,850	3,075,750	3,660,693	531,157	87%	87%
<b>Total of Enterprise Funds</b>	16,343,239	17,491,900	17,491,900	12,541,412	15,569,370	1,922,530	89%	89%

**CITY COUNCIL MEETING AGENDA REQUEST**

**DATE:** 7 July 2014

**DEPT:** Police

**MEETING DATE:** 16 July 2014

**ITEM/TOPIC:** Presentation on certificate of Appreciation

**ACTION REQUESTED OF COUNCIL:** Presentation Only

**BACKGROUND/RATIONALE:** Presentation of Certificate of Appreciation to Sergeant Michael Lopez who organized and participated in the 2014 Special Olympic Torch Run along with Sgt. Lopez. I would like to recognize the following police personnel who donated their time to participate; Retired Commander Mack Allingham, Commander Adrian Crespin, Lieutenant Pamela Sandoval, Sergeant Monica Vigil, and Police Officer Luis Ortega.

**STAFF RECOMMENDATION:** None

**COMMITTEE RECOMMENDATION:** No Committee recommendation.

**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.**

  
\_\_\_\_\_  
**Christian Montaña**  
Chief of Police

**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)

**CITY COUNCIL MEETING AGENDA REQUEST**

**DATE:** 06/26/14

**DEPT:** Utilities Dept.

**MEETING DATE:** 07/16/14

**ITEM/TOPIC:** Resolution No. 14-41 to enter into agreement with the State of New Mexico Office of the State Engineer for capital appropriations.

**ACTION REQUESTED OF COUNCIL:** Approval/Disapproval of Resolution No. 14-41.

**BACKGROUND/RATIONALE:** The City of Las Vegas was awarded 4 million dollars during the 2014 State Legislative session. This grant funding is to plan, design, construct and expand Bradner Dam.

**STAFF RECOMMENDATION:** Approval of Resolution No. 14-41.

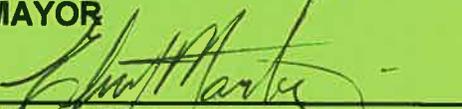
**COMMITTEE RECOMMENDATION:** This item will be discussed at the July 8, 2014 Utility Advisory Committee Meeting. Their recommendation will be provided at the Council Meeting.

**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)**

**CITY OF LAS VEGAS  
RESOLUTION NO. 14-41**

**A RESOLUTION OF THE CITY OF LAS VEGAS, NEW MEXICO, ENTERING INTO AGREEMENT WITH THE NEW MEXICO OFFICE OF THE STATE ENGINEER FOR FUNDING ASSISTANCE FOR THE BRADNER DAM PROJECT.**

**WHEREAS**, the City of Las Vegas has applied for grant funding in the amount of \$4,000,000 for the purpose of planning, designing, constructing and expanding the Bradner Dam to assist in meeting the City of Las Vegas' water demand; and

**WHEREAS**, the City of Las Vegas was awarded \$4,000,000 in grant funding through capital appropriations during the 2014 Legislative Session to assist in completing this project; and

**WHEREAS**, the City must enter into agreement with the New Mexico Office of the State Engineer to receive the grant funding; and

**WHEREAS**, it is in the public interest to give complete and full public notice of the support;

**NOW THEREFORE**, be it resolved that the governing body of the City of Las Vegas does hereby authorize entering into agreement with the New Mexico Office of the State Engineer in the amount of \$4,000,000 for the purpose of completing the Bradner Dam project.

PASSED, APPROVED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Mayor Alfonso E. Ortiz, Jr.

ATTEST:

\_\_\_\_\_  
Casandra Fresquez, City Clerk

REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY ONLY:

\_\_\_\_\_  
Dave Romero Jr., City Attorney



## UTILITIES DEPARTMENT SUMMARY SHEET

**PROJECT NAME:** Bradner Reservoir Expansion Funding      **PROJECT NUMBER:** UT-WS-2013-4

**DESCRIPTION:** The City of Las Vegas is seeking funding support for the Bradner Reservoir enlargement and the Raw Water Conveyance Projects. At this time, 90% of the City's water comes from raw water off of the Gallinas River. Due to extreme drought conditions, it is necessary to be able to store as much raw water as possible, because in the event of a catastrophic wildfire, almost the entire water supply could be contaminated and deemed unusable. Therefore, increasing raw water storage by increasing capacity at the Bradner Reservoir is of utmost importance to the overall functioning of the entire water system

**ACTION TIMELINE:** Requesting Approval/Disapproval to enter into agreement with the New Mexico Office of the State Engineer for funding assistance in the amounts of \$4M and \$6M.

<b>Funding Agency</b>	<b>DESCRIPTION</b>	<b>Amount</b>	<b>Status</b>
<i>SRF</i>	Planning and Design for Raw Water Conveyance	\$1,200,000	Awarded
<i>2013 Legislature</i>	Grant for Planning and Design of Bradner Enlargement	\$1,800,000	Awarded
<i>2014 Legislature</i>	Grant for Planning, Design and Construction of Bradner Enlargement	\$6,000,000 \$4,000,000	Committed
<i>Water Trust Board</i>	Grant/Loan (90/10) for Planning, Design and Construction of Bradner Enlargement	\$4,000,000	Committed
<i>SRF</i>	Grant/Loan for Construction of Bradner Enlargement and Raw Water Conveyance	\$20,000,000	Application in Review

<b>Action</b>	<b>DESCRIPTION</b>	<b>DATE</b>
<b>Staff Recommendation</b>	Approval to enter into agreement with the New Mexico Office of the State Engineer for funding assistance in the amounts of \$4M and \$6M.	6/26/14
<b>Committee Recommendation</b>	Item discussed at Utility Advisory Committee- recommendation for approval will be provided at the council meeting	7/8/14
<b>Council Approval</b>	Item taken to City Council Workshop for discussion Item taken to City Council for approval	7/9/14 7/16/14

**STATE OF NEW MEXICO  
OFFICE OF THE STATE ENGINEER  
FUND 14-2158 CAPITAL APPROPRIATION PROJECT**

**THIS AGREEMENT** is made and entered into as of this xx<sup>th</sup> day of August, 2014, by and between the Office of the State Engineer 130 South Capitol, P.O. Box 25102, Santa Fe, New Mexico, 87504, hereinafter called the "Department" or abbreviation such as "OSE", and the City of Las Vegas, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

**RECITALS**

**WHEREAS**, in the Laws of 2014, Chapter 66, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

**WHEREAS**, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

**ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE**

A. The project that is the subject of this Agreement is described as follows:

14-2158      \$4,000,000      APPROPRIATION REVERSION DATE: 30-JUN-2018  
Laws of 2014, Chapter 66, Section 38, appropriation from the Attorney General Settlement Fund four million dollars (\$4,000,000) to plan, design construct and expand Bradner Dam in San Miguel County.

The Grantee's total reimbursements shall not exceed the appropriation amount four million dollars (\$4,000,000) (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")<sup>1</sup>, if applicable, [NOT APPLICABLE TO THIS PROJECT], which equals [N/A] (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the

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<sup>1</sup> The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000)." Section 13-4A-4 NMSA 1978.

corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project". A more detailed scope of work (project description) is called for in Attachment A to this Agreement. As used in this Agreement, "Project Description" means the detailed information called for in Attachment A and the information set forth in Article I.A above. Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict. The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

## **ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE**

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse<sup>2</sup> Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee's expenditures were made pursuant to the Grantee's legal procurement and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement ;

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<sup>2</sup> "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
  - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
  - b. if no oversight entity is required to approve of the transaction, the Department must approve of the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to subparagraph (a) or (b) above, the Department may, in its discretion and unless inconsistent with New Mexico State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

- (vi) The Grantee's submittal of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for particular amount in accordance with the terms of this Agreement as follows:
  - a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
  - b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such expenditures.
  - c. The Department may, in its absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 3.
  - d. The date the Department sends, by mail or email, the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party begin work.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

**ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES**

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee and the Department hereby designate the persons listed below as their official representative concerning all matters related to this Agreement:

Grantee: City of Las Vegas  
Name: Elmer J. Martinez  
Title: City Manager  
Address: 1700 North Grand Ave., Las Vegas NM 87701  
Email: emartinez@ci.las-vegas.nm.us  
kgarcia@ci.las-vegas.nm.us  
Telephone: 505-426-3256  
505-426-3314  
Fax: 505-454-0596  
505-454-1632

Department: Office of the State Engineer  
Name: Charles Thompson  
Title: Dam Safety Bureau Chief  
Address: P.O. Box 25102, Santa Fe, NM 87504-5102  
Email: charles.thompson@state.nm.us  
Telephone: (505) 383-4134  
FAX: (505) 383-4030

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by facsimile, email, or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of facsimile transmissions, the notice shall be deemed to have been given and received on the date reflected on the facsimile confirmation indicating a successful transmission of all pages included in the writing. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

**ARTICLE IV. REVERSION DATE, TERM, EARLY TERMINATION**

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both

parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on the Reversion Date unless Terminated Before Reversion Date (“Early Termination”) pursuant to Article V herein.

B. The Project’s funds must be “expended” on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to “encumber” the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are “expended” and an “expenditure” has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are *not* “expended” and an “expenditure” has *not* occurred as of the date they are “encumbered” by the Grantee pursuant to a contract or purchase order with a third party.

## **ARTICLE V. EARLY TERMINATION**

### **A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement**

Early Termination includes:

- (i) Termination due to completion of the Project before the Reversion Date; or
- (ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- (iii) Termination for violation of the terms of this Agreement; or
- (iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days’ advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

### **B. Early Termination Before Reversion Date Due to Non-appropriation**

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term “non-appropriate” or “non-appropriation” includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, as of the effective date of the law making the non-appropriation. The Department’s decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the

Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

**C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination**

In the event of Early Termination of this Agreement by either party, the Department's sole obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

**ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS**

A. The Department may choose, in its absolute discretion, to direct the Grantee to suspend entering into new and further obligations.

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties upon the date the Grantee receives written notice given by the Department; and
- (ii) The Department is, upon the date the Grantee receives written notice given by the Department, suspending issuance of any new or further Notice of Obligation under this Agreement; and
- (iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

**D. Corrective Action Plan in the Event of Suspension**

In the event that the Department chooses, in its absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

**ARTICLE VII. AMENDMENT**

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

## **ARTICLE VIII. REPORTS**

### **A. Paper Periodic Reports**

In order that the Department may adequately monitor Project activity, the Grantee shall submit to the Department Paper Periodic Reports for the Project. Paper Periodic Reports shall be submitted on a form prescribed by the Department. The Paper Periodic and Paper Final Report form are attached hereto as Exhibit 1. The Department shall provide the Grantee with a minimum of thirty (30) days' advance written notice of any change to the Periodic Report format or content.

The Paper Periodic Report shall be due monthly on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of a Paper Final Report for the Project. The Department may, in its discretion, change the reporting period from time to time by giving Grantee a minimum of thirty (30) days' advance, written notice of any change to the reporting period; provided, however, that in no event shall the reporting period be less than one month.

### **B. Paper Final Report**

The Grantee shall submit to the Department and the Department of Finance and Administration a Final Report for the Project. The Final Report shall be submitted on a form provided by the Department and contain such information as the Department may require. The Periodic and Final Report form is attached hereto as Exhibit 1. The Department shall provide Grantee with a minimum of thirty (30) days' advance, written notice of any change to the Final Report format or content. The Paper Final Report must be submitted within twenty (20) days after the Project's Reversion Date or within twenty (20) days of the date of Early Termination, which ever first occurs.

### **C. Paperless Reporting**

In addition to the paper reports described in subparagraphs A and B of this Article, the Grantee shall report periodic and final Project activity by entering such Project information as the Department and the Department of Finance and Administration may require directly into a database maintained by the Department of Finance and Administration. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report on a paperless basis. The Paperless Report shall be due monthly on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of a Final Report for the Project. The Paperless Final Report along with a Paper Final Report must be submitted within twenty (20) days after the Project's Reversion Date or within twenty (20) days of the date of Early Termination, which ever first occurs.

### **D. Requests for Additional Information/Project Inspection**

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may (i) request such additional information regarding the Project as it deems necessary and (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department. Requests made pursuant to this subparagraph D are in addition to and not in lieu of the periodic and final reporting described in subparagraphs A through C of this Article VIII.

#### **ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES**

A. The Grantee shall request payment by submitting a Request for Payment and Status Report, in the forms attached hereto as Exhibits 2 and 2A. Payment requests are subject to the following procedures:

- (i) The Grantee must submit one original of each Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee in the form of a notarized certification by Grantee's designated representative in Article III herein, that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee of services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing.

#### **B. Deadlines**

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

- (i) Ten (10) days after the end of a month in which an expenditure was incurred or liability of the Grantee was incurred as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
- (ii) July 15 of each year for all unreimbursed expenditures incurred during the previous fiscal year; or
- (iii) Twenty (20) days from date of Early Termination; or
- (iv) Twenty (20) days from the Reversion Date.

C. The Grantee's failure to abide by the requirements set forth in Article II herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description, as defined in Article I.A, and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

**ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS;  
REPRESENTATIONS AND WARRANTIES**

- A. The following general conditions and restrictions are applicable to the Project:
- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the Procurement Code (or local procurement ordinance, where applicable).
  - (ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, if applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 B. NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
  - (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the so-called "Anti-Donation Clause."
  - (iv) The Grantee shall not at any time convert any property acquired or developed with the Project's funds to uses other than those specified in the

Project Description without the Department's express, advance, written approval.

- (v)
  - (vi) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.
- B. The Grantee hereby represents and warrants the following:
- (i) The Grantee has the legal authority to receive and expend the Project's funds.
  - (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
  - (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which it is subject.
  - (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
  - (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
  - (vi) The Grantee shall abide by New Mexico laws regarding Conflict of Interest and Governmental Conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

- (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

#### **ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS**

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department of Finance and Administration and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

#### **ARTICLE XII. IMPROPERLY REIMBURSED FUNDS**

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

#### **ARTICLE XIII. LIABILITY**

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

**ARTICLE XIV. SCOPE OF AGREEMENT**

This Agreement constitutes the entire and exclusive agreement between the Grantee and DFA concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

**ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT**

The Grantee acknowledges and agrees that Grantee shall include a “non-appropriations” clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

“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, the [Grantee’s name] may immediately terminate this Agreement by giving Contractor written notice of such termination. The [Grantee’s name]’s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the [Grantee’s name] or the Office of the State Engineer or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the [Grantee’s name] or the Department”

**ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT**

Grantee acknowledges and agrees that Grantee shall include the following or a termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

“This contract is funded in whole or in part by funds made available under a OSE Grant Agreement. Should the OSE early terminate the grant agreement, the [Grantee’s name] may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the [Grantee’s name] only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date.”

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

**XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.**

- A. Throughout the term of this Agreement, Grantee shall:
1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
  2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
  3. timely submit all required financial reports to its budgetary oversight agency (if any); and
  4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

**ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES**

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, which is administered by the New Mexico State Board of Finance (BOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole responsibility to determine through BOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a BOF imposed condition does not affect the validity or enforceability of the condition; (iii) the BOF may in the future impose further or different conditions upon the Project; (iv) all BOF conditions are effective without amendment of this Agreement; (v) all applicable BOF conditions must be satisfied before the BOF will release to the Department funds subject

to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current BOF conditions being satisfied.

B. Grantee acknowledges and agrees that this Agreement is subject to the BOF's Bond Project Disbursements rule, 2.61.6 NMAC, as such may be amended or re-codified.

[THIS SPACE LEFT BLANK INTENTIONALLY]

**IN WITNESS WHEREOF**, the parties have duly executed this Agreement as of the date of execution by the Department.

**GRANTEE**

\_\_\_\_\_  
Signature of Official with Authority to Bind Grantee

By: \_\_\_\_\_  
(Type or Print Name)

Its: \_\_\_\_\_  
(Type or Print Title)

\_\_\_\_\_  
Date

**OFFICE OF THE STATE ENGINEER**

\_\_\_\_\_  
By: Scott A. Verhines, P.E.

State Engineer

\_\_\_\_\_  
Date

**ATTACHMENT A  
TO  
OFFICE OF THE STATE ENGINEER  
CAPITAL APPROPRIATION PROJECT AGREEMENT**

**ARTICLE 1 REVIEW**

Upon execution of the agreement, the Grantee shall follow the procedures listed below unless waived in writing by the New Mexico Office of the State Engineer (OSE). As used in this Attachment, "OSE" means the New Mexico Office of the State Engineer, Dam Safety Bureau or its designated agent.

The OSE may withhold payment if any of these procedures are not followed by the Grantee.

- A. The Grantee must submit a detailed project description (scope of work) to OSE prior to committing to expenditures from these funds. The project description shall include a schedule of the work to be completed in Gantt chart or Critical Path Method (CPM) format.
- B. If the grant funds are to be used for the rehabilitation, modification, alteration, repair, removal or construction of a dam, the Grantee must comply with all applicable requirements of NMAC Title 19 Chapter 25 Part 12 – Rules and Regulations Governing Dam Design, Construction, and Dam Safety.
- C. The Grantee must submit copies to OSE of all executed contracts entered into by the Grantee prior to this agreement, that are related to the project, for review and, if appropriate, approval.
- D. If these grant funds are to be used for engineering and/or other professional services, the Grantee must submit documentation regarding the hiring process to be used and the Request for Proposals (RFP), if applicable, to OSE for review and approval **prior to** selecting engineering and/or other professional services. The Grantee shall issue and conduct an RFP for engineering services and/or other professional services in compliance with the New Mexico Procurement Code [Sections 13-1-21 et seq. NMSA 1978]. If the engineering fees will exceed \$50,000, excluding gross receipt taxes, the Grantee is also required to contact the Professional Technical Advisory Board (PTAB) for assistance in the preparation of the RFP package. (PTAB: phone (505) 888-6161 and e-mail [ptab@acecnm.org](mailto:ptab@acecnm.org).)
- E. If these grant funds are to be used for engineering and/or other professional services, the Grantee must submit a draft form of any engineering agreement and/or other professional services contract, or a letter certifying that the Grantee's staff will be used for design, to OSE for review and approval **prior to** executing the agreement/contract or using Grantee's staff. The required engineering agreement format is the "Publicly Funded Project" form prepared by NMED and posted on its website at [www.nmenv.state.nm.us/cpb/cpbtop.html](http://www.nmenv.state.nm.us/cpb/cpbtop.html).

- F. A preliminary engineering report (PER) or study by a registered New Mexico Professional Engineer may be required by the OSE. If the OSE requires a PER or study, the Grantee and its consultant shall meet with OSE before starting any work for a “scoping” meeting to fully discuss the scope and extent of the PER. The consultant shall present its preliminary outline for the PER, including the alternatives to be considered. The Grantee must submit the final PER and/or study to OSE for review and approval **before** preparation of plans and specifications. The purpose of the PER and/or study is to analyze and choose the most technically feasible and cost effective solution for the project. If directed by the OSE, the Grantee shall follow RUS Bulletin 1780-2 for water or 1780-3 for wastewater in preparation of the PER or study. Grantee shall not start the preparation of plans and specifications until Grantee receives OSE approval of the PER, study, or waiver of the report requirement.
- G. If the grant funds are to be used for engineering design or for construction, the Grantee must submit all plans, specifications, and any addenda for this project (prepared by a registered New Mexico Professional Engineer) to OSE for review and approval **before** the project is advertised for construction bids.
- H. The Grantee must submit all work related to easements, rights-of-ways, other property rights, and financing provisions associated with the project to OSE for review **prior to** advertising for construction bids. The Grantee must certify in writing that this has been done **prior to** award of the construction contract. A **site certificate** addressing the property upon or through which the facility is being constructed, and prepared by the Grantee's attorney or abstractor, is required **prior to** the award of a construction contract. When real property or easements will be acquired by the Grantee, either through purchase or donation, as a part of this project and within the project period, the Grantee shall submit to the OSE documentation of the acquisition, including a legal description of the property, the date the property will be acquired, evidence of clear title, and an appraisal report prepared by a qualified appraiser who was selected through applicable procurement procedures. These documents must be reviewed and approved by OSE **prior to** the acquisition of any real property. After real property acquisition, the Grantee shall make available to OSE all documents of title pertaining to the acquired property and all easements or rights-of-way necessary for the completion of work under this grant agreement as described above.
- I. The Grantee shall submit the recommendation of award, certified bid tabulation, a copy of bid bond for the selected contractor and evidence of full project financing to OSE for review and approval **prior to** awarding the contract. Grantee shall not award the contract until OSE has concurred with the award in writing. Competitive bidding, in accordance with applicable state laws (including local wage determinations as provided for in Section 13-4-11 NMSA 1978), shall be used for awarding construction contracts. Contracts shall be awarded to the responsive, responsible bidder who submits the lowest acceptable bid, or as provided for by State Law.

- J. Following OSE approval of the proposed award, the Grantee shall submit to OSE for review the notice of the award and the minutes of the meeting in which the award was made, the notice of a pre-construction conference, a copy of the executed construction contract documents (including payment and performance bonds), and the notice to contractor to proceed. The selected contractor shall be required to post a performance and payment bond in accordance with requirements of Section 13-4-18 NMSA 1978.
- K. The selected contractor shall be required to submit a critical path method (CPM) construction schedule to the Grantee at the pre-construction conference with a copy to OSE.
- L. The Grantee shall submit all modifications to plans and contract by change orders to the OSE promptly for review and approval prior to implementation of such modification or change. The decision by OSE will be rendered promptly in writing to the Grantee. In cases necessitating immediate action, a verbal decision will be rendered by OSE and followed by a written confirmation to the Grantee.
- M. The Grantee shall provide a full-time construction inspector during construction of the project. The Grantee will be required to submit the inspector's résumé to OSE for review and approval.
- N. Notwithstanding the inspections performed by the Grantee and its engineer, OSE will have the right to examine all installations comprising the project, including materials delivered and stored on-site for use on the project. Such examinations shall not be considered an inspection for compliance with contract plans, but will be in the nature of general OSE review as described in Article 2 below.
- O. If applicable, the Grantee (or the system owner) shall employ qualified utility operators and shall comply with all provisions of the New Mexico Utility Operators Certification Act, Section 61-33-1 et seq. NMSA 1978.
- P. If the grant funds are to be used for construction of wastewater collection lines or water distribution lines, the Grantee shall provide assurance to OSE that the existing population will connect to the collection system or distribution system within reasonable time after project completion. Grantee shall provide this assurance by adoption and annual review of an ordinance and user charge system or other legal documents or other official act requiring such connection to the system, to the extent permitted by law.

## **ARTICLE 2 OSE OVERSIGHT**

OSE site visit, review, and approval are only for purposes of compliance with applicable grant requirements, procedures, and regulations. Any OSE approval shall not be interpreted or construed as any warranty or guarantee. Approval of plans and design of the project means only that plans are complete and in compliance with applicable grant requirements, procedures, and regulations. OSE will bring to the Grantee's attention any obvious defects in the project's design, materials, or workmanship, but all such defects

and their correction shall be the responsibility of the Grantee and its contractors and consultants. Any questions raised by OSE during its site visits and reviews shall be resolved exclusively by the Grantee. The Grantee and its contractors and consultants shall remain responsible for the completion and success of the project. Any OSE approval shall not relieve the owner or engineer of legal responsibilities for the overall integrity of the project, adequacy of the design, safety, or compliance with all applicable regulations.

### **ARTICLE 3 CLOSEOUT**

- A. The project will not be considered complete until the work as defined in this agreement has been fully performed, and finally and unconditionally accepted by the Grantee and OSE.
- B. If the grant funds are to be used for preparation of a PER, a study, or plans and specifications, final payment will be made after approval by OSE of the PER, study, or plans and specifications. Payments shall not constitute approval of any of these documents.
- C. If the grant funds are to be used for purchase of equipment, final payment will be made after approval by OSE of receipt of equipment title and appraisal reports for used equipment.
- D. If the grant funds are to be used for construction, final payment will be made after the final site visit has been conducted by OSE and the following items, unless waived by OSE, have been provided to OSE in writing, and have been reviewed and approved by OSE:
  - i. Operation and maintenance manuals or a letter from the owner certifying receipt and acceptance of the operation and maintenance manuals;
  - ii. A final reimbursement request including the final certified construction pay request prepared by the Grantee's project engineer and approved by the Grantee;
  - iii. A certificate of substantial completion issued by the project's engineer of record, including punch list items;
  - iv. A letter certifying project acceptance by the Grantee and the Grantee's project engineer stating that work has been satisfactorily completed and the construction contractor has fulfilled all of the obligations required under the contract documents with the Grantee, or if payment and materials performance bonds have been "called", an acceptance close-out settlement to the Grantee and contractor shall be submitted to OSE for final review and approval;
  - v. Certification letter by the Grantee that the Labor Standards Contract Provisions have been met;

- vi. Record drawings prepared by the Grantee's project engineer or a letter from the owner certifying receipt and acceptance of the record drawings;
- vii. Complete and legally effective releases or waivers (satisfactory to the Grantee) of all liens arising out of the contract documents and the labor services performed and the materials and equipment furnished thereunder. In lieu thereof and as approved by the Grantee, contractor(s) may furnish receipts or releases in full; together with an affidavit of contractor that the releases and receipts include labor, services, materials, and equipment for which a lien could be filed and that all payrolls, material and equipment bills, and other indebtedness connected with the work for which the Grantee or its property might in any way be responsible, have been paid or otherwise satisfied;
- viii. A written consent of the surety, if any, to final payment; and
- ix. Grantee's ledger sheets, including all payments made by the Grantee, may be requested with the final reimbursement request and before the final reimbursement request can be processed by OSE.

**STATE OF NEW MEXICO  
CAPITAL GRANT PROJECT  
PAPER PERIODIC/FINAL REPORT  
EXHIBIT 1**

PERIODIC REPORT       FINAL REPORT

Grantee: \_\_\_\_\_

Project Number: \_\_\_\_\_ Reporting Period: \_\_\_\_\_

1. Please provide a detailed status of project referenced above.

***A. Third Party Obligations***

Purchase Order or Contract # \_\_\_\_\_

Name of Contractor or Vendor: \_\_\_\_\_

Amount of Third Party Obligation: \_\_\_\_\_

Date Executed: \_\_\_\_\_

Termination Date: \_\_\_\_\_

***B. Project Phase***

Bonds Sold  Plan/Design  Bid Documents  Construction   
(provide anticipated date of commencement and completion for each phase)

2. Grant Amount adjusted for AIPP if applicable: \_\_\_\_\_

Total Amount of all Notices of Obligation to Reimburse: \_\_\_\_\_

Total Grant Amount Expended by Grantee to Date: \_\_\_\_\_

Grant Balance as of this Date: \_\_\_\_\_

Amount of Other Unexpended Funding Sources: \_\_\_\_\_

**PERIODIC REPORT**

I hereby certify that the aforementioned Capital Grant Project funds are being expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable requirements.

**FINAL REPORT**

I hereby certify that the aforementioned Capital Grant Project funds have been completed and funds were expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable state/regulatory requirements.

\_\_\_\_\_  
Grantee Representative/Title

\_\_\_\_\_  
Date

**STATE OF NEW MEXICO  
CAPITAL GRANT PROJECT  
Request for Payment Form  
Exhibit 2**

**I. Grantee Information**

(Make sure information is complete & accurate)

A. Grantee: \_\_\_\_\_  
 B. Address: \_\_\_\_\_  
Complete Mailing, including Suite, if applicable  
 \_\_\_\_\_  
City State Zip  
 C. Phone No: \_\_\_\_\_  
 D. Grant No: \_\_\_\_\_  
 E. Project Title: \_\_\_\_\_  
 F. Grant Expiration Date: \_\_\_\_\_

**II. Payment Computation**

A. Grant Amount: \_\_\_\_\_  
 B. AIPP Amount (If Applicable) \_\_\_\_\_  
 C. Funds Requested to Date: \_\_\_\_\_  
 D. Amount Requested this Payment: \_\_\_\_\_  
 E. Grant Balance: \$0.00  
 F.  GF  GOB  STB (attach wire if 1st draw)  
 G. Payment Request No. \_\_\_\_\_

**III. Fiscal Year Expenditure Period Ending:**  
 (check one)

(Jan-Jun)  Fiscal  
 (Jul-Dec)  Year

**IV. Certification:** Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

**Grantee Fiscal Officer**

**Grantee Representative**

Printed Name \_\_\_\_\_

Printed Name \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

SWORN TO AND SUBSCRIBED

SWORN TO AND SUBSCRIBED

before me on this \_\_\_\_\_ day  
 of \_\_\_\_\_, 20\_\_\_\_\_

before me on this \_\_\_\_\_ day  
 of \_\_\_\_\_, 20\_\_\_\_\_

Notary Public \_\_\_\_\_

Notary Public \_\_\_\_\_

My Commission expires \_\_\_\_\_

My Commission expires \_\_\_\_\_

**(Department Use Only)**

Vendor Code: \_\_\_\_\_

Fund No.: \_\_\_\_\_

Loc No.: \_\_\_\_\_

Division Fiscal Officer

Date

Division Project Manager

Date

I certify that the Grantee financial and vendor file information agree with the above submitted information.

I certify that the Grantee records and related appropriation laws agree with the above submitted information.

**EXHIBIT 2A**  
**ENGINEER'S CONSTRUCTION STATUS REPORT\***  
 PREPARED FOR THE  
**OFFICE OF THE STATE ENGINEER**  
 DAM SAFETY BUREAU

*\* To be Submitted With Disbursement Request Form*

Project Name:	OSE Project Number:
Interim Project Report <input type="checkbox"/> Final <input type="checkbox"/> Other <input type="checkbox"/> _____	
Report Period: From ____ / ____ / ____ To ____ / ____ / ____	
Field Orders Issued or Contemplated This Period:	
No. _____	
No. _____	
No. _____	
Change Orders Issued or Contemplated This Period:	
No. _____ Net Change in Contract Price \$ _____	
Justification:	
Original Contract Price: \$ _____ Current Contract Price: \$ _____	
CONTRACT TIME: Original Completion Date or Days _____	
Current Completion Date or Days _____	
Days Remaining for Completion _____	
Percent Project is Complete _____ % On Schedule? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Briefly Describe Project Progress During This Period:	
Issues Addressed During This Period (Indicate Any Issues That Remain Unresolved):	
Engineer's Attestation:	Owner Concurrence:

**STATE OF NEW MEXICO  
CAPITAL GRANT PROJECT  
NOTICE OF OBLIGATION TO REIMBURSE GRANTEE  
EXHIBIT 3**

**DATE:**

**TO:** Grantee Representative: Timothy P. Dodge, City Manager

**FROM:** Department Representative: Charles N. Thompson, PE

**SUBJECT:** Notice of Obligation to Reimburse Grantee

**Project Number: 14-2158  
OSE Number D-19**

As the designated representative of the Department for Grant Agreement number 14-1587 entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Third Party Obligation (includes purchase orders and contract) #: 2716-13  
Vendor or Contractor: URS Corporation

Third Party Obligation Amount: \$4,000,000.00  
Termination Date: Unspecified

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount adjusted for AIPP if applicable: \$4,000,000.00

The Amount of this Notice of Obligation to Reimburse: \$4,000,000.00

The Total Amount of all **Previously** Issued Notices of Obligation: **\$1,800,000.00**

The Total Amount of all Notices of Obligation to Reimburse as of this Date: \$4,000,000.00

Department Representative: Charles N. Thompson, PE

Title: Chief, Dam Safety Bureau

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY COUNCIL MEETING AGENDA REQUEST**

**DATE:** 06/19/14

**DEPT:** Utilities Dept.

**MEETING DATE:** 07/16/14

**ITEM/TOPIC:** Resolution No. 14-42 to enter into agreement with the State of New Mexico Office of the State Engineer for capital appropriations.

**ACTION REQUESTED OF COUNCIL:** Approval/Disapproval of Resolution No. 14-42.

**BACKGROUND/RATIONALE:** The City of Las Vegas was awarded 6 million dollars during the 2014 State Legislative session. The grant funding is to plan, design, construct and expand the Bradner Dam.

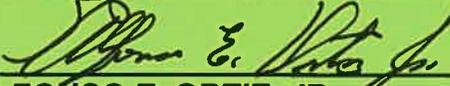
**STAFF RECOMMENDATION:** Approval of Resolution No. 14-42.

**COMMITTEE RECOMMENDATION:** This item will be discussed at the July 8, 2014 Utility Advisory Committee Meeting. Their recommendation will be provided at the Council Meeting.

**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)**

**CITY OF LAS VEGAS  
RESOLUTION NO. 14-42**

**A RESOLUTION OF THE CITY OF LAS VEGAS, NEW MEXICO, ENTERING INTO AGREEMENT WITH THE NEW MEXICO OFFICE OF THE STATE ENGINEER FOR FUNDING ASSISTANCE FOR THE BRADNER DAM PROJECT.**

**WHEREAS**, the City of Las Vegas has applied for grant funding in the amount of \$6,000,000 for the purpose of planning, designing, constructing and expanding the Bradner Dam to assist in meeting the City of Las Vegas' water demand; and

**WHEREAS**, the City of Las Vegas was awarded \$6,000,000 in grant funding through capital appropriations during the 2014 Legislative Session to assist in completing this project; and

**WHEREAS**, the City must enter into agreement with the New Mexico Office of the State Engineer to receive the grant funding; and

**WHEREAS**, it is in the public interest to give complete and full public notice of the support;

**NOW THEREFORE, be it resolved that the governing body of the City of Las Vegas** does hereby authorize entering into agreement with the New Mexico Office of the State Engineer in the amount of \$6,000,000 for the purpose of completing the Bradner Dam project.

PASSED, APPROVED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Mayor Alfonso E. Ortiz, Jr.

ATTEST:

\_\_\_\_\_  
Casandra Fresquez, City Clerk

REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY ONLY:

\_\_\_\_\_  
Dave Romero Jr., City Attorney



## UTILITIES DEPARTMENT SUMMARY SHEET

**PROJECT NAME:** Bradner Reservoir Expansion Funding      **PROJECT NUMBER:** UT-WS-2013-4

**DESCRIPTION:** The City of Las Vegas is seeking funding support for the Bradner Reservoir enlargement and the Raw Water Conveyance Projects. At this time, 90% of the City's water comes from raw water off of the Gallinas River. Due to extreme drought conditions, it is necessary to be able to store as much raw water as possible, because in the event of a catastrophic wildfire, almost the entire water supply could be contaminated and deemed unusable. Therefore, increasing raw water storage by increasing capacity at the Bradner Reservoir is of utmost importance to the overall functioning of the entire water system

**ACTION TIMELINE:** Requesting Approval/Disapproval to enter into agreement with the New Mexico Office of the State Engineer for funding assistance in the amounts of \$4M and \$6M.

<b>Funding Agency</b>	<b>DESCRIPTION</b>	<b>Amount</b>	<b>Status</b>
<i>SRF</i>	Planning and Design for Raw Water Conveyance	\$1,200,000	Awarded
<i>2013 Legislature</i>	Grant for Planning and Design of Bradner Enlargement	\$1,800,000	Awarded
<i>2014 Legislature</i>	Grant for Planning, Design and Construction of Bradner Enlargement	\$6,000,000 \$4,000,000	Committed
<i>Water Trust Board</i>	Grant/Loan (90/10) for Planning, Design and Construction of Bradner Enlargement	\$4,000,000	Committed
<i>SRF</i>	Grant/Loan for Construction of Bradner Enlargement and Raw Water Conveyance	\$20,000,000	Application in Review

<b>Action</b>	<b>DESCRIPTION</b>	<b>DATE</b>
<b>Staff Recommendation</b>	Approval to enter into agreement with the New Mexico Office of the State Engineer for funding assistance in the amounts of \$4M and \$6M.	6/26/14
<b>Committee Recommendation</b>	Item discussed at Utility Advisory Committee- recommendation for approval will be provided at the council meeting	7/8/14
<b>Council Approval</b>	Item taken to City Council Workshop for discussion Item taken to City Council for approval	7/9/14 7/16/14

**STATE OF NEW MEXICO  
OFFICE OF THE STATE ENGINEER  
FUND 14-1587 CAPITAL APPROPRIATION PROJECT**

**THIS AGREEMENT** is made and entered into as of this xx<sup>th</sup> day of August, 2014, by and between the Office of the State Engineer 130 South Capitol, P.O. Box 25102, Santa Fe, New Mexico, 87504, hereinafter called the “Department” or abbreviation such as “OSE”, and the City of Las Vegas, hereinafter called the “Grantee”. This Agreement shall be effective as of the date it is executed by the Department.

**RECITALS**

**WHEREAS**, in the Laws of 2014, Chapter 66, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

**WHEREAS**, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

**ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE**

A. The project that is the subject of this Agreement is described as follows:

14-1587      \$6,000,000      APPROPRIATION REVERSION DATE: 30-JUN-2018  
Laws of 2014, Chapter 66, Section 15, Paragraph 3, six million dollars (\$6,000,000) to plan, design construct and expand Bradner Dam in San Miguel County.

The Grantee’s total reimbursements shall not exceed the appropriation amount six million dollars (\$6,000,000) (the “Appropriation Amount”) minus the allocation for Art in Public Places (“AIPP amount”)<sup>1</sup>, if applicable, [NOT APPLICABLE TO THIS PROJECT], which equals [N/A] (the “Adjusted Appropriation Amount”).

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the

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<sup>1</sup> The AIPP amount is “an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000).” Section 13-4A-4 NMSA 1978.

corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project". A more detailed scope of work (project description) is called for in Attachment A to this Agreement. As used in this Agreement, "Project Description" means the detailed information called for in Attachment A and the information set forth in Article I.A above. Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict. The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

## **ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE**

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse<sup>2</sup> Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee's expenditures were made pursuant to the Grantee's legal procurement and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement ;

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<sup>2</sup> "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

(v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:

- a. must be approved by the applicable oversight entity (if any) in accordance with law; or
- b. if no oversight entity is required to approve of the transaction, the Department must approve of the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to subparagraph (a) or (b) above, the Department may, in its discretion and unless inconsistent with New Mexico State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

(vi) The Grantee's submittal of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for particular amount in accordance with the terms of this Agreement as follows:

- a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
- b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such expenditures.
- c. The Department may, in its absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 3.
- d. The date the Department sends, by mail or email, the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party begin work.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

**ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES**

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee and the Department hereby designate the persons listed below as their official representative concerning all matters related to this Agreement:

Grantee: City of Las Vegas  
Name: Elmer J. Martinez  
Title: City Manager  
Address: 1700 North Grand Ave., Las Vegas NM 87701  
Email: emartinez@ci.las-vegas.nm.us  
kgarcia@ci.las-vegas.nm.us  
Telephone: 505-426-3256  
505-426-3314  
Fax: 505-454-0596  
505-454-1632

Department: Office of the State Engineer  
Name: Charles Thompson  
Title: Dam Safety Bureau Chief  
Address: P.O. Box 25102, Santa Fe, NM 87504-5102  
Email: charles.thompson@state.nm.us  
Telephone: (505) 383-4134  
FAX: (505) 383-4030

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by facsimile, email, or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of facsimile transmissions, the notice shall be deemed to have been given and received on the date reflected on the facsimile confirmation indicating a successful transmission of all pages included in the writing. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

**ARTICLE IV. REVERSION DATE, TERM, EARLY TERMINATION**

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both

parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on the Reversion Date unless Terminated Before Reversion Date (“Early Termination”) pursuant to Article V herein.

B. The Project’s funds must be “expended” on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to “encumber” the Project funds on its books on or before the Project’s Reversion Date or Early Termination Date. Funds are “expended” and an “expenditure” has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are *not* “expended” and an “expenditure” has *not* occurred as of the date they are “encumbered” by the Grantee pursuant to a contract or purchase order with a third party.

## **ARTICLE V. EARLY TERMINATION**

### **A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement**

Early Termination includes:

- (i) Termination due to completion of the Project before the Reversion Date; or
- (ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- (iii) Termination for violation of the terms of this Agreement; or
- (iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days’ advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

### **B. Early Termination Before Reversion Date Due to Non-appropriation**

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term “non-appropriate” or “non-appropriation” includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, as of the effective date of the law making the non-appropriation. The Department’s decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the

Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

**C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination**

In the event of Early Termination of this Agreement by either party, the Department's sole obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

**ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS**

A. The Department may choose, in its absolute discretion, to direct the Grantee to suspend entering into new and further obligations.

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties upon the date the Grantee receives written notice given by the Department; and
- (ii) The Department is, upon the date the Grantee receives written notice given by the Department, suspending issuance of any new or further Notice of Obligation under this Agreement; and
- (iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

**D. Corrective Action Plan in the Event of Suspension**

In the event that the Department chooses, in its absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

**ARTICLE VII. AMENDMENT**

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

## **ARTICLE VIII. REPORTS**

### **A. Paper Periodic Reports**

In order that the Department may adequately monitor Project activity, the Grantee shall submit to the Department Paper Periodic Reports for the Project. Paper Periodic Reports shall be submitted on a form prescribed by the Department. The Paper Periodic and Paper Final Report form are attached hereto as Exhibit 1. The Department shall provide the Grantee with a minimum of thirty (30) days' advance written notice of any change to the Periodic Report format or content.

The Paper Periodic Report shall be due monthly on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of a Paper Final Report for the Project. The Department may, in its discretion, change the reporting period from time to time by giving Grantee a minimum of thirty (30) days' advance, written notice of any change to the reporting period; provided, however, that in no event shall the reporting period be less than one month.

### **B. Paper Final Report**

The Grantee shall submit to the Department and the Department of Finance and Administration a Final Report for the Project. The Final Report shall be submitted on a form provided by the Department and contain such information as the Department may require. The Periodic and Final Report form is attached hereto as Exhibit 1. The Department shall provide Grantee with a minimum of thirty (30) days' advance, written notice of any change to the Final Report format or content. The Paper Final Report must be submitted within twenty (20) days after the Project's Reversion Date or within twenty (20) days of the date of Early Termination, which ever first occurs.

### **C. Paperless Reporting**

In addition to the paper reports described in subparagraphs A and B of this Article, the Grantee shall report periodic and final Project activity by entering such Project information as the Department and the Department of Finance and Administration may require directly into a database maintained by the Department of Finance and Administration. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report on a paperless basis. The Paperless Report shall be due monthly on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of a Final Report for the Project. The Paperless Final Report along with a Paper Final Report must be submitted within twenty (20) days after the Project's Reversion Date or within twenty (20) days of the date of Early Termination, which ever first occurs.

### **D. Requests for Additional Information/Project Inspection**

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may (i) request such additional information regarding the Project as it deems necessary and (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department. Requests made pursuant to this subparagraph D are in addition to and not in lieu of the periodic and final reporting described in subparagraphs A through C of this Article VIII.

#### **ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES**

A. The Grantee shall request payment by submitting a Request for Payment and Status Report, in the forms attached hereto as Exhibits 2 and 2A. Payment requests are subject to the following procedures:

- (i) The Grantee must submit one original of each Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee in the form of a notarized certification by Grantee's designated representative in Article III herein, that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee of services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing.

#### **B. Deadlines**

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

- (i) Ten (10) days after the end of a month in which an expenditure was incurred or liability of the Grantee was incurred as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
- (ii) July 15 of each year for all unreimbursed expenditures incurred during the previous fiscal year; or
- (iii) Twenty (20) days from date of Early Termination; or
- (iv) Twenty (20) days from the Reversion Date.

C. The Grantee's failure to abide by the requirements set forth in Article II herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description, as defined in Article I.A, and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

**ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS;  
REPRESENTATIONS AND WARRANTIES**

- A. The following general conditions and restrictions are applicable to the Project:
- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the Procurement Code (or local procurement ordinance, where applicable).
  - (ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, if applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 B. NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
  - (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the so-called "Anti-Donation Clause."
  - (iv) The Grantee shall not at any time convert any property acquired or developed with the Project's funds to uses other than those specified in the

Project Description without the Department's express, advance, written approval.

- (v)
  - (vi) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.
- B. The Grantee hereby represents and warrants the following:
- (i) The Grantee has the legal authority to receive and expend the Project's funds.
  - (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
  - (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which it is subject.
  - (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
  - (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
  - (vi) The Grantee shall abide by New Mexico laws regarding Conflict of Interest and Governmental Conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

- (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

**ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS**

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department of Finance and Administration and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

**ARTICLE XII. IMPROPERLY REIMBURSED FUNDS**

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

**ARTICLE XIII. LIABILITY**

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

**ARTICLE XIV. SCOPE OF AGREEMENT**

This Agreement constitutes the entire and exclusive agreement between the Grantee and DFA concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

**ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT**

The Grantee acknowledges and agrees that Grantee shall include a “non-appropriations” clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

“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, the [Grantee’s name] may immediately terminate this Agreement by giving Contractor written notice of such termination. The [Grantee’s name]’s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the [Grantee’s name] or the Office of the State Engineer or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the [Grantee’s name] or the Department”

**ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT**

Grantee acknowledges and agrees that Grantee shall include the following or a termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

“This contract is funded in whole or in part by funds made available under a OSE Grant Agreement. Should the OSE early terminate the grant agreement, the [Grantee’s name] may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the [Grantee’s name] only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date.”

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

#### **XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.**

- A. Throughout the term of this Agreement, Grantee shall:
1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
  2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
  3. timely submit all required financial reports to its budgetary oversight agency (if any); and
  4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

#### **ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES**

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, which is administered by the New Mexico State Board of Finance (BOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole responsibility to determine through BOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a BOF imposed condition does not affect the validity or enforceability of the condition; (iii) the BOF may in the future impose further or different conditions upon the Project; (iv) all BOF conditions are effective without amendment of this Agreement; (v) all applicable BOF conditions must be satisfied before the BOF will release to the Department funds subject

to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current BOF conditions being satisfied.

B. Grantee acknowledges and agrees that this Agreement is subject to the BOF's Bond Project Disbursements rule, 2.61.6 NMAC, as such may be amended or re-codified.

[THIS SPACE LEFT BLANK INTENTIONALLY]

**IN WITNESS WHEREOF**, the parties have duly executed this Agreement as of the date of execution by the Department.  
**GRANTEE**

\_\_\_\_\_  
Signature of Official with Authority to Bind Grantee

By: \_\_\_\_\_  
(Type or Print Name)

Its: \_\_\_\_\_  
(Type or Print Title)

\_\_\_\_\_  
Date

**OFFICE OF THE STATE ENGINEER**

\_\_\_\_\_  
By: Scott A. Verhines, P.E.

State Engineer

\_\_\_\_\_  
Date

**ATTACHMENT A  
TO  
OFFICE OF THE STATE ENGINEER  
CAPITAL APPROPRIATION PROJECT AGREEMENT**

**ARTICLE 1 REVIEW**

Upon execution of the agreement, the Grantee shall follow the procedures listed below unless waived in writing by the New Mexico Office of the State Engineer (OSE). As used in this Attachment, "OSE" means the New Mexico Office of the State Engineer, Dam Safety Bureau or its designated agent.

The OSE may withhold payment if any of these procedures are not followed by the Grantee.

- A. The Grantee must submit a detailed project description (scope of work) to OSE prior to committing to expenditures from these funds. The project description shall include a schedule of the work to be completed in Gantt chart or Critical Path Method (CPM) format.
- B. If the grant funds are to be used for the rehabilitation, modification, alteration, repair, removal or construction of a dam, the Grantee must comply with all applicable requirements of NMAC Title 19 Chapter 25 Part 12 – Rules and Regulations Governing Dam Design, Construction, and Dam Safety.
- C. The Grantee must submit copies to OSE of all executed contracts entered into by the Grantee prior to this agreement, that are related to the project, for review and, if appropriate, approval.
- D. If these grant funds are to be used for engineering and/or other professional services, the Grantee must submit documentation regarding the hiring process to be used and the Request for Proposals (RFP), if applicable, to OSE for review and approval **prior to** selecting engineering and/or other professional services. The Grantee shall issue and conduct an RFP for engineering services and/or other professional services in compliance with the New Mexico Procurement Code [Sections 13-1-21 et seq. NMSA 1978]. If the engineering fees will exceed \$50,000, excluding gross receipt taxes, the Grantee is also required to contact the Professional Technical Advisory Board (PTAB) for assistance in the preparation of the RFP package. (PTAB: phone (505) 888-6161 and e-mail [ptab@acecnm.org](mailto:ptab@acecnm.org).)
- E. If these grant funds are to be used for engineering and/or other professional services, the Grantee must submit a draft form of any engineering agreement and/or other professional services contract, or a letter certifying that the Grantee's staff will be used for design, to OSE for review and approval **prior to** executing the agreement/contract or using Grantee's staff. The required engineering agreement format is the "Publicly Funded Project" form prepared by NMED and posted on its website at [www.nmenv.state.nm.us/cpb/cpbttop.html](http://www.nmenv.state.nm.us/cpb/cpbttop.html).

- F. A preliminary engineering report (PER) or study by a registered New Mexico Professional Engineer may be required by the OSE. If the OSE requires a PER or study, the Grantee and its consultant shall meet with OSE before starting any work for a “scoping” meeting to fully discuss the scope and extent of the PER. The consultant shall present its preliminary outline for the PER, including the alternatives to be considered. The Grantee must submit the final PER and/or study to OSE for review and approval **before** preparation of plans and specifications. The purpose of the PER and/or study is to analyze and choose the most technically feasible and cost effective solution for the project. If directed by the OSE, the Grantee shall follow RUS Bulletin 1780-2 for water or 1780-3 for wastewater in preparation of the PER or study. Grantee shall not start the preparation of plans and specifications until Grantee receives OSE approval of the PER, study, or waiver of the report requirement.
- G. If the grant funds are to be used for engineering design or for construction, the Grantee must submit all plans, specifications, and any addenda for this project (prepared by a registered New Mexico Professional Engineer) to OSE for review and approval **before** the project is advertised for construction bids.
- H. The Grantee must submit all work related to easements, rights-of-ways, other property rights, and financing provisions associated with the project to OSE for review **prior to** advertising for construction bids. The Grantee must certify in writing that this has been done **prior to** award of the construction contract. A **site certificate** addressing the property upon or through which the facility is being constructed, and prepared by the Grantee's attorney or abstractor, is required **prior to** the award of a construction contract. When real property or easements will be acquired by the Grantee, either through purchase or donation, as a part of this project and within the project period, the Grantee shall submit to the OSE documentation of the acquisition, including a legal description of the property, the date the property will be acquired, evidence of clear title, and an appraisal report prepared by a **qualified** appraiser who was selected through applicable procurement procedures. These documents must be reviewed and approved by OSE **prior to** the acquisition of any real property. After real property acquisition, the Grantee shall make available to OSE all documents of title pertaining to the acquired property and all easements or rights-of-way necessary for the completion of work under this grant agreement as described above.
- I. The Grantee shall submit the recommendation of award, certified bid tabulation, a copy of bid bond for the selected contractor and evidence of full project financing to OSE for review and approval **prior to** awarding the contract. Grantee shall not award the contract until OSE has concurred with the award in writing. Competitive bidding, in accordance with applicable state laws (including local wage determinations as provided for in Section 13-4-11 NMSA 1978), shall be used for awarding construction contracts. Contracts shall be awarded to the responsive, responsible bidder who submits the lowest acceptable bid, or as provided for by State Law.

- J. Following OSE approval of the proposed award, the Grantee shall submit to OSE for review the notice of the award and the minutes of the meeting in which the award was made, the notice of a pre-construction conference, a copy of the executed construction contract documents (including payment and performance bonds), and the notice to contractor to proceed. The selected contractor shall be required to post a performance and payment bond in accordance with requirements of Section 13-4-18 NMSA 1978.
- K. The selected contractor shall be required to submit a critical path method (CPM) construction schedule to the Grantee at the pre-construction conference with a copy to OSE.
- L. The Grantee shall submit all modifications to plans and contract by change orders to the OSE promptly for review and approval prior to implementation of such modification or change. The decision by OSE will be rendered promptly in writing to the Grantee. In cases necessitating immediate action, a verbal decision will be rendered by OSE and followed by a written confirmation to the Grantee.
- M. The Grantee shall provide a full-time construction inspector during construction of the project. The Grantee will be required to submit the inspector's résumé to OSE for review and approval.
- N. Notwithstanding the inspections performed by the Grantee and its engineer, OSE will have the right to examine all installations comprising the project, including materials delivered and stored on-site for use on the project. Such examinations shall not be considered an inspection for compliance with contract plans, but will be in the nature of general OSE review as described in Article 2 below.
- O. If applicable, the Grantee (or the system owner) shall employ qualified utility operators and shall comply with all provisions of the New Mexico Utility Operators Certification Act, Section 61-33-1 et seq. NMSA 1978.
- P. If the grant funds are to be used for construction of wastewater collection lines or water distribution lines, the Grantee shall provide assurance to OSE that the existing population will connect to the collection system or distribution system within reasonable time after project completion. Grantee shall provide this assurance by adoption and annual review of an ordinance and user charge system or other legal documents or other official act requiring such connection to the system, to the extent permitted by law.

## **ARTICLE 2 OSE OVERSIGHT**

OSE site visit, review, and approval are only for purposes of compliance with applicable grant requirements, procedures, and regulations. Any OSE approval shall not be interpreted or construed as any warranty or guarantee. Approval of plans and design of the project means only that plans are complete and in compliance with applicable grant requirements, procedures, and regulations. OSE will bring to the Grantee's attention any obvious defects in the project's design, materials, or workmanship, but all such defects

and their correction shall be the responsibility of the Grantee and its contractors and consultants. Any questions raised by OSE during its site visits and reviews shall be resolved exclusively by the Grantee. The Grantee and its contractors and consultants shall remain responsible for the completion and success of the project. Any OSE approval shall not relieve the owner or engineer of legal responsibilities for the overall integrity of the project, adequacy of the design, safety, or compliance with all applicable regulations.

### **ARTICLE 3   CLOSEOUT**

- A. The project will not be considered complete until the work as defined in this agreement has been fully performed, and finally and unconditionally accepted by the Grantee and OSE.
- B. If the grant funds are to be used for preparation of a PER, a study, or plans and specifications, final payment will be made after approval by OSE of the PER, study, or plans and specifications. Payments shall not constitute approval of any of these documents.
- C. If the grant funds are to be used for purchase of equipment, final payment will be made after approval by OSE of receipt of equipment title and appraisal reports for used equipment.
- D. If the grant funds are to be used for construction, final payment will be made after the final site visit has been conducted by OSE and the following items, unless waived by OSE, have been provided to OSE in writing, and have been reviewed and approved by OSE:
  - i. Operation and maintenance manuals or a letter from the owner certifying receipt and acceptance of the operation and maintenance manuals;
  - ii. A final reimbursement request including the final certified construction pay request prepared by the Grantee's project engineer and approved by the Grantee;
  - iii. A certificate of substantial completion issued by the project's engineer of record, including punch list items;
  - iv. A letter certifying project acceptance by the Grantee and the Grantee's project engineer stating that work has been satisfactorily completed and the construction contractor has fulfilled all of the obligations required under the contract documents with the Grantee, or if payment and materials performance bonds have been "called", an acceptance close-out settlement to the Grantee and contractor shall be submitted to OSE for final review and approval;
  - v. Certification letter by the Grantee that the Labor Standards Contract Provisions have been met;

- vi. Record drawings prepared by the Grantee's project engineer or a letter from the owner certifying receipt and acceptance of the record drawings;
- vii. Complete and legally effective releases or waivers (satisfactory to the Grantee) of all liens arising out of the contract documents and the labor services performed and the materials and equipment furnished thereunder. In lieu thereof and as approved by the Grantee, contractor(s) may furnish receipts or releases in full; together with an affidavit of contractor that the releases and receipts include labor, services, materials, and equipment for which a lien could be filed and that all payrolls, material and equipment bills, and other indebtedness connected with the work for which the Grantee or its property might in any way be responsible, have been paid or otherwise satisfied;
- viii. A written consent of the surety, if any, to final payment; and
- ix. Grantee's ledger sheets, including all payments made by the Grantee, may be requested with the final reimbursement request and before the final reimbursement request can be processed by OSE.

**STATE OF NEW MEXICO  
CAPITAL GRANT PROJECT  
PAPER PERIODIC/FINAL REPORT  
EXHIBIT 1**

PERIODIC REPORT       FINAL REPORT

Grantee: \_\_\_\_\_

Project Number: \_\_\_\_\_ Reporting Period: \_\_\_\_\_

1. Please provide a detailed status of project referenced above.

*A. Third Party Obligations*

Purchase Order or Contract # \_\_\_\_\_

Name of Contractor or Vendor: \_\_\_\_\_

Amount of Third Party Obligation: \_\_\_\_\_

Date Executed: \_\_\_\_\_

Termination Date: \_\_\_\_\_

*B. Project Phase*

Bonds Sold  Plan/Design  Bid Documents  Construction   
(provide anticipated date of commencement and completion for each phase)

2. Grant Amount adjusted for AIPP if applicable: \_\_\_\_\_

Total Amount of all Notices of Obligation to Reimburse: \_\_\_\_\_

Total Grant Amount Expended by Grantee to Date: \_\_\_\_\_

Grant Balance as of this Date: \_\_\_\_\_

Amount of Other Unexpended Funding Sources: \_\_\_\_\_

PERIODIC REPORT

I hereby certify that the aforementioned Capital Grant Project funds are being expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable requirements.

FINAL REPORT

I hereby certify that the aforementioned Capital Grant Project funds have been completed and funds were expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable state/regulatory requirements.

\_\_\_\_\_  
Grantee Representative/Title

\_\_\_\_\_  
Date

**STATE OF NEW MEXICO  
CAPITAL GRANT PROJECT  
Request for Payment Form  
Exhibit 2**

<b>I. Grantee Information</b> (Make sure information is complete & accurate)	<b>II. Payment Computation</b>
A. Grantee:	A. Grant Amount:
B. Address: _____ <small>Complete Mailing including Suite, if applicable</small>	B. AIPP Amount (If Applicable)
<small>City      State      Zip</small>	C. Funds Requested to Date:
C. Phone No: _____	D. Amount Requested this Payment:
D. Grant No: _____	E. Grant Balance: <span style="float: right;">\$0.00</span>
E. Project Title: _____	F. <input type="checkbox"/> GF <input type="checkbox"/> GOB <input type="checkbox"/> STB (attach wire if 1st draw)
F. Grant Expiration Date: _____	G. Payment Request No. _____
<b>III. Fiscal Year Expenditure Period Ending:</b>	
(check one)	(Jan-Jun) <input type="checkbox"/> Fiscal (Jul-Dec) <input type="checkbox"/> Year

**IV. Certification:** Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

<b>Grantee Fiscal Officer</b>  Printed Name _____ Date: _____  SWORN TO AND SUBSCRIBED before me on this _____ day of _____, 20____	<b>Grantee Representative</b>  Printed Name _____ Date: _____  SWORN TO AND SUBSCRIBED before me on this _____ day of _____, 20____
Notary Public _____ My Commission expires _____	Notary Public _____ My Commission expires _____

**(Department Use Only)**

Vendor Code: _____	Fund No.: _____
Loc No.: _____	
Division Fiscal Officer      Date	Division Project Manager      Date
I certify that the Grantee financial and vendor file information agree with the above submitted information	I certify that the Grantee records and related appropriation laws agree with the above submitted information.

**EXHIBIT 2A**  
**ENGINEER'S CONSTRUCTION STATUS REPORT\***  
 PREPARED FOR THE  
**OFFICE OF THE STATE ENGINEER**  
 DAM SAFETY BUREAU

*\* To be Submitted With Disbursement Request Form*

Project Name:	OSE Project Number:
Interim Project Report <input type="checkbox"/> Final <input type="checkbox"/> Other <input type="checkbox"/>	
Report Period: From ___ / ___ / ___ To ___ / ___ / ___	
Field Orders Issued or Contemplated This Period:	
No. _____	
No. _____	
No. _____	
Change Orders Issued or Contemplated This Period:	
No. _____ Net Change in Contract Price \$ _____	
Justification:	
Original Contract Price: \$ _____ Current Contract Price: \$ _____	
CONTRACT TIME: Original Completion Date or Days _____	
Current Completion Date or Days _____	
Days Remaining for Completion _____	
Percent Project is Complete _____ % On Schedule? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Briefly Describe Project Progress During This Period:	
Issues Addressed During This Period (Indicate Any Issues That Remain Unresolved):	
Engineer's Attestation:	Owner Concurrence:

**STATE OF NEW MEXICO  
CAPITAL GRANT PROJECT  
NOTICE OF OBLIGATION TO REIMBURSE GRANTEE  
EXHIBIT 3**

**DATE:**

**TO:** Grantee Representative: Timothy P. Dodge, City Manager

**FROM:** Department Representative: Charles N. Thompson, PE

**SUBJECT:** Notice of Obligation to Reimburse Grantee

**Project Number: 14-1587  
OSE Number D-19**

As the designated representative of the Department for Grant Agreement number 14-1587 entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Third Party Obligation (includes purchase orders and contract) #: 2716-13  
Vendor or Contractor: URS Corporation

Third Party Obligation Amount: \$4,000,000.00  
Termination Date: Unspecified

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount adjusted for AIPP if applicable: \$6,000,000.00

The Amount of this Notice of Obligation to Reimburse: \$6,000,000.00

The Total Amount of all **Previously** Issued Notices of Obligation: **\$1,800,000.00**

The Total Amount of all Notices of Obligation to Reimburse as of this Date: \$6,000,000.00

Department Representative: Charles N. Thompson, PE

Title: Chief, Dam Safety Bureau

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY COUNCIL MEETING AGENDA REQUEST**

**DATE: 07/01/14**

**DEPT: POLICE**

**MEETING DATE: 07/16/14**

**ITEM/TOPIC:** Approval/Disapproval for out of state travel for 3 officers to attend a Defensive Tactics instructor course to become certified instructors in Arlington, TX, August 11 -15, 2014.

**ACTION REQUESTED OF COUNCIL:** Approval/Disapproval for out of state travel.

**BACKGROUND/RATIONALE:** (Provided with Work Session Packet)

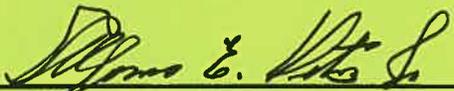
**STAFF RECOMMENDATION:** Requesting approval to send officers to advanced defensive tactics training in Arlington, TX with funding provided through the 2014 Justice Assistance Grant.

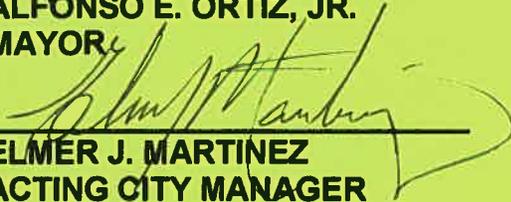
**COMMITTEE RECOMMENDATION:** No committee recommendation.

**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.**

  
\_\_\_\_\_  
**CHIEF CHRISTIAN MONTANO**

**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 Initialed by City Mngr., Review and Sign)**

2014 JAG Equipment  
Training  
**BUDGET SUMMARY**

Budget Category	Amount
A. Personnel	\$ -
B. Fringe Benefits	\$ -
C. Travel	\$ 4,925.00
D. Equipment	
E. Supplies/Computers	\$ 6,332.00
F. Construction	\$ -
G. Consultants/Contracts	\$ -
H. Other/Training	\$ 3,075.00
Total Direct Costs	\$ -
I. Indirect Costs	\$ -

<b>Total Project Cost</b>	<b>\$ 14,332.00</b>
---------------------------	---------------------

Federal Funding	\$ 14,332.00

**CITY COUNCIL MEETING AGENDA REQUEST**

**DATE: 6/26/14**

**DEPT: Police**

**MEETING DATE: July 16, 2014**

**ITEM/TOPIC:** Memorandum of Understanding between City of Las Vegas and San Miguel County to meet the needs and standards of the City of Las Vegas and its procurement process in the support of the Communications Center upgrade

**ACTION REQUESTED OF COUNCIL:** Approval of MOU between City of Las Vegas and San Miguel County to transfer the amount 130,000.00 to be used for the Communications Center upgrade as supported by Resolution 14-03 for the amount of 146,045.42.

**BACKGROUND/RATIONALE: (Provided with Work Session Packet)**

*City of Las Vegas Police Department was awarded a grant through Homeland Security in the amount of 122,858.66. The City of Las Vegas approved on February 10<sup>th</sup>, 2014 a resolution to support the Communications Center upgrade in the amount of 146,045.42. At this time the City of Las Vegas Police Department is requesting a MOU between San Miguel County and City of Las Vegas to transfer the amount of 130,000.00 to San Miguel County to be used secondary and in conjunction of the Homeland Security Grant for the Communications Center upgrade. Any remaining funds will then be reverted back to the City of Las Vegas.*

**STAFF RECOMMENDATION:**

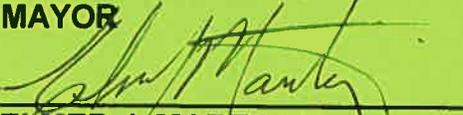
**COMMITTEE RECOMMENDATION:**

**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.**

  
\_\_\_\_\_  
**Christian Montañó**  
Chief of Police

**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

Communications Presentation  
To Mayor and Council  
Presented by Deputy Chief Eugene Garcia  
Commander Adrian Crespin  
Communications Manager Stephanie Romero  
July 16, 2014

PSAP (public safety answering point/primary service answering point) under New Mexico state statute 63-9D-3 it is required that 90 % of 911 calls are answered in no more than 10 seconds of ringing into to the center, during the average busiest hour of the day the calls maybe answered within 20 seconds . It is a operational standard that no more than two percent of those calls flow over to back up PSAPS (NMSP District 2).

As per resolution 14-03 Recommending Support to Upgrade Communications Center the Las Vegas Police Department requested the amount of \$146,045.42. As of present time we are requesting that \$130,000.00 be transferred to San Miguel County finance division. Leaving the amount of \$16,045.02 at the City of Las Vegas Finance Department the project is not to exceed \$146,045.42.

As stated above the City of Las Vegas Police Department is the primary PSAP for San Miguel County. It is the sole responsibility of City of Las Vegas Police Department to receive and relay all 911 information received to the correct agency.

As stated in the MOU between City of Las Vegas and San Miguel County page 2 section D. "San Miguel County will be responsible for providing to the City Finance Department copies of invoices and fixed asset sheets to include all back up documentation of purchases." All items purchased under the Homeland Security Grant listed as a fixed asset shall be transferred to the Las Vegas Police Department inventory once the property drops off the Homeland Security Office of Emergency Management State audit report and inventory within the states two through five year retainment term or whichever comes first. All items purchased with the monies transferred from the City of Las Vegas will be the sole property of The City of Las Vegas and again invoices, back up documentation and all other required paperwork will be provided to City of Las Vegas Finance Department.

San Miguel County is acting only as the fiscal agent for this project because The Office of Emergency Management is part of the San Miguel County offices which was assigned through the New Mexico Department of Homeland Security Grant as the fiduciary for the sub grant agreement.

Without the support of the City of Las Vegas the Communications Center Upgrade project would cost current day an estimated \$268,904.08 to be funded as a whole by the City of Las Vegas.

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE LAS VEGAS/SANMIGUEL COUNTY OFFICE OF EMERGENCY MANAGEMENT  
AND  
THE CITY OF LAS VEGAS

This agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by and between the Las Vegas San Miguel County Office of Emergency Management and the City of Las Vegas

SUBJECT: In October the Las Vegas Police Department applied for a grant through Homeland Security and was awarded \$ 122,858 .66 for upgrading the communication center The communication center operates on a 24/hour service and is a key critical infrastructure in the law enforcement profession in order to maintain safety and improve the quality of life for the City of Las Vegas by providing first responder emergency service refer to resolution

1. Purpose: This MOU has been created to meet the needs and standards of the City of Las Vegas and its procurement process.
2. Terms of Agreement:

City of Las Vegas:

- A. City of Las Vegas may ask the San Miguel County / City of Las Vegas Office of Emergency Management/County's Financial Officer to assign a special project number to track all City-related expenses.
- B. City of Las Vegas will transfer \$130,000.00 to the San Miguel County Finance Department which will be used solely for the Las Vegas Police Departments Communication Center upgrade. These funds will be used secondary to the 2013 SHSGP Grant. The funds will be used in conjunction to the 2013 SHSGP Grant awarded to the Las Vegas Police Department for the communication upgrade.
- C. Any funds contributed by the City of Las Vegas that may not have been expended shall be reverted back to the City of Las Vegas General fund.
- D. The Las Vegas Police Departments designated Project Manager will follow all requirements set forth by the San Miguel County finance Department, The Department of Homeland Security and Emergency Management and also the San Miguel/City of Las Vegas Office of Emergency Management.

Las Vegas/San Miguel Office of Emergency Management:

- A. The San Miguel County Finance Division and the Office of Emergency Management will manage and oversee the financial aspects of the 2013 State Homeland Security Grant Application (SHSGP) The CITY/San Miguel County Finance Division will work closely with San Miguel County / City of Las Vegas Office of Emergency Management and the New Mexico Department of Homeland Security & Emergency Management to ensure procurement laws are followed
  - B. Any funds contributed by the City of Las Vegas that may not have been expended shall be reverted back to the City of Las Vegas General fund.
  - C. Any and all assets that qualify for a fixed asset shall be documented and tagged in accordance with the San Miguel County policies and by the San Miguel County or the local Office of Emergency Management.
  - D. San Miguel County will be responsible for providing to the City Finance Department Copies of invoices and fixed asset sheets to include all back up documentation of purchases.
4. Termination of Agreement:  
This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least 30 days prior to intended date of termination.
5. Liability:  
Each party shall be solely responsible for sanctions occasioned as a result of its own violation, or alleged violation of requirements applicable to the performance of the agreement. Each party shall be liable for its actions in accordance with this agreement.
6. Period of Agreement:  
This agreement shall become effective on \_\_\_\_\_ or as soon thereafter as approved by respective Agencies and shall remain in effect indefinitely unless terminated pursuant to paragraph 4. Any and all amendments shall be made in writing and shall be agreed to and executed by the respective Agency before becoming effective.



**CITY COUNCIL MEETING AGENDA REQUEST**

**DATE: 2/03/2014**

**DEPT: Police**

**MEETING DATE: 02/25/2014**

**ITEM/TOPIC: Approval/Disapproval Resolution No. 14-03 Recommending Support to Upgrade Communication Center.**

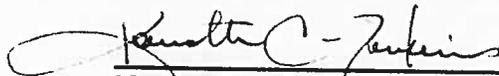
**ACTION REQUESTED OF COUNCIL: Approval/Disapproval Resolution No. 14-03 Recommending Support to Upgrade Communication Center.**

**BACKGROUND/RATIONALE: (Provided with Work Session Packet)**

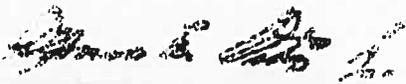
**STAFF RECOMMENDATION:** The Las Vegas Police Department is requesting approval for resolution No. 14-03 Recommending Support to Upgrade Communication Center.

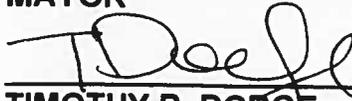
**COMMITTEE RECOMMENDATION:** No Committee recommendation

**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.**

  
\_\_\_\_\_  
**Kenneth C. Jenkins**  
Commander of Communications

**REVIEWED AND APPROVED BY:**

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

  
\_\_\_\_\_  
**TIMOTHY P. DODGE**  
CITY MANAGER

\_\_\_\_\_  
**PAMELA MARRUJO**  
FINANCE DIRECTOR

**RECEIVED**  
FEB 28 2014  
BY: *Rue*

\_\_\_\_\_  
**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 on behalf of...*

*etc. annex to Pacheco*

**CITY OF LAS VEGAS**  
**RESOLUTION RECOMMENDING SUPPORT TO UPGRADE**  
**COMMUNICATIONS CENTER**

**RESOLUTION NO. 14-03**

**WHEREAS,** The Las Vegas Police Department is designated as the Primary Service Answering Point and responsible for all incoming 911 calls and non emergency calls and is responsible for coordinating the communication for the events and incidents that occur within the jurisdiction;

**WHEREAS,** The communication center operates on a 24/hour service and is a key critical infrastructure in the law enforcement profession in order to maintain safety and improve the quality of life for the City of Las Vegas by providing first responder emergency service;

**WHEREAS,** The communication center completes numerous essential functions in support of personnel such as dispatching and monitoring primary and backup officers, investigators, medical, fire as well as other law enforcement agencies which is critical for officer/first responder safety;

**WHEREAS,** The lack of a Communications Center Upgrade will pose a serious safety risk to our emergency responders and community.

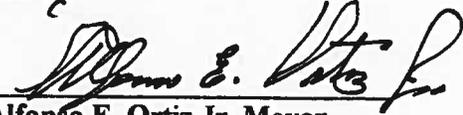
**WHEREAS,** The Las Vegas Police Department Communication Center is obsolete and needs to be replaced;

**WHEREAS,** The Communication Center total project amount is \$268,904.08

**WHEREAS,** In October the Las Vegas Police Department applied for a grant through Homeland Security and was awarded \$122,858 .66 for upgrading the communication center;

**WHEREAS,** The Las Vegas Police Department is requesting support to help our Communication Center achieve its goal, ultimately better safe guarding our community.

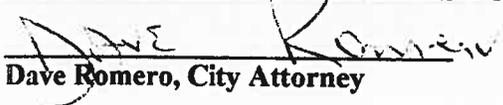
**NOW, THEREFORE,** The Governing Body of the City of Las Vegas passes this resolution with the intent to commit \$146,045.42 for the Communications Center Upgrade. **PASSED, APPROVED AND ADOPTED** this 25 day of February, 2014.

  
Alfonso E. Ortiz Jr. Mayor

**ATTEST:**

  
Casandra Fresquez, City Clerk

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

  
Dave Romero, City Attorney

**CITY COUNCIL MEETING AGENDA REQUEST**

**DATE:** 06/26/14

**DEPT:** Utilities Dept.

**MEETING DATE:** 07/16/14

**ITEM/TOPIC:** Resolution No. 14-43 assigning official representatives and signatory authority for the 4 million and 6 million dollar grant agreements with the New Mexico Office of the State Engineer.

**ACTION REQUESTED OF COUNCIL:** Approval/Disapproval of Resolution No. 14-43.

**BACKGROUND/RATIONALE:** This resolution is required by the funding agency to assign representatives and signatory authority for the grant agreements.

**STAFF RECOMMENDATION:** Approval of Resolution No. 14-43.

**COMMITTEE RECOMMENDATION:** The Utility Advisory Committee will discuss this item at their regular meeting on July 8, 2014. Their recommendation will be provided at the Council Meeting.

**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.**

*Plan*

\_\_\_\_\_  
**SUBMITTER'S SIGNATURE**

**REVIEWED AND APPROVED BY:**

*Alfonso E. Ortiz, Jr.*  
\_\_\_\_\_  
**ALFONSO E. ORTIZ, JR.**  
**MAYOR**

*Elmer Martinez*  
\_\_\_\_\_  
**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. 14-43**

**A RESOLUTION AUTHORIZING THE ASSIGNMENT OF OFFICIAL REPRESENTATIVES AND SIGNATORY AUTHORITIES**

**WHEREAS**, the Council of the City of Las Vegas of San Miguel County of the State of New Mexico shall enter into grant loan agreements with the State of New Mexico Office of the State Engineer and;

**WHEREAS**, The City Municipal Charter as adopted March 2, 2012, provides for powers and duties of official City representatives related to succession and;

**WHEREAS**, the grant agreements are for \$4,000,000 (14-2158) and \$6,000,000 (14-1587) separately to plan, design, construct and enlarge the Bradner Dam.

**NOW, THEREFORE, BE IT RESOLVED** by the named applicant that:

Elmer J. Martinez, Acting City Manager, or his successor is authorized to sign the agreement for this Project, and

Kenneth L. Garcia, Utilities Director or his successor is the OFFICIAL BORROWER REPRESENTATIVE who is authorized to submit any documents pertaining to the project and act as the single point of contact, and

Elmer J. Martinez, Acting City Manager and Ann Marie Gallegos, Finance Director or their successors are the SIGNATORY AUTHORITY who are authorized to sign reimbursement requests and other documents requiring a signature for submittal to the New Mexico Office of the State Engineer.

PASSED, APPROVED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Mayor Alfonso E. Ortiz, Jr.

ATTEST:

\_\_\_\_\_  
Casandra Fresquez, City Clerk

APPROVED AS TO LEGAL SUFFICIENCY ONLY:

Dave Romero Jr., City Attorney

**Project  
Name**

**Bradner Enlargement-(4M)**

**Project No. 14-2158**

<b>Borrower Representative(s)</b>	
Name	Kenneth L. Garcia, Utilities Director
Title	
Signature	
Address	905 12 <sup>th</sup> Street Las Vegas, NM 87701
E-mail	kgarcia@ci.las-vegas.nm.us
Phone	505-426-3314
Name	
Title	
Signature	
Address	
E-mail	
Phone	
Name	
Title	
Signature	
Address	
E-mail	
Phone	
Name	
Title	
Signature	
Address	
E-mail	
Phone	
Name	
Title	
Signature	
Address	
E-mail	
Phone	

<b>Borrower Signatory Authority(ies)</b>	
Name	Elmer J. Martinez, Acting City Manager
Title	
Signature	
Address	1700 North Grand Ave. Las Vegas, NM 87701
E-mail	bromero@ci.las-vegas.nm.us
Phone	505-454-1401
Name	Ann Marie Gallegos, Finance Director
Title	
Signature	
Address	1700 North Grand Ave. Las Vegas, NM 87701
E-mail	amgallegos@ci.las-vegas.nm.us
Phone	505-454-1401
Name	
Title	
Signature	
Address	
E-mail	
Phone	
Name	
Title	
Signature	
Address	
E-mail	
Phone	
Name	
Title	
Signature	
Address	
E-mail	

Phone \_\_\_\_\_  
**Project Name** Bradner Enlargement-(6M)

Phone \_\_\_\_\_  
**Project No.** 14-1587

**Borrower Representative(s)**

Name Kenneth L. Garcia, Utilities  
 Title Director  
 Signature \_\_\_\_\_  
 Address 905 12<sup>th</sup> Street  
Las Vegas, NM 87701  
 E-mail kgarcia@ci.las-vegas.nm.us  
 Phone 505-426-3314

Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Signature \_\_\_\_\_  
 Address \_\_\_\_\_  
 E-mail \_\_\_\_\_  
 Phone \_\_\_\_\_

Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Signature \_\_\_\_\_  
 Address \_\_\_\_\_  
 E-mail \_\_\_\_\_  
 Phone \_\_\_\_\_

Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Signature \_\_\_\_\_  
 Address \_\_\_\_\_  
 E-mail \_\_\_\_\_  
 Phone \_\_\_\_\_

Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Signature \_\_\_\_\_  
 Address \_\_\_\_\_  
 E-mail \_\_\_\_\_  
 Phone \_\_\_\_\_

**Borrower Signatory Authority(ies)**

Name Elmer J. Martinez, Acting City  
 Title Manager  
 Signature \_\_\_\_\_  
 Address 1700 North Grand Ave.  
Las Vegas, NM 87701  
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