



CITY OF LAS VEGAS

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ALFONSO E. ORTIZ, JR.

Mayor

**CITY OF LAS VEGAS
REGULAR CITY COUNCIL AGENDA
November 18, 2015–Wednesday– 6:00 p.m.
City Council Chambers
1700 N. Grand Ave**

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

- I. **CALL TO ORDER**
- II. **ROLL CALL**
- III. **PLEDGE OF ALLEGIANCE**
- IV. **MOMENT OF SILENCE**
- V. **APPROVAL OF AGENDA**
- VI. **APPROVAL OF MINUTES (October 8th, October 21st and October 27th, 2015)**
- VII. **MAYOR'S APPOINTMENTS/REPORTS**
- VIII. **MAYOR'S RECOGNITIONS/PROCLAMATIONS**
- IX. **PUBLIC INPUT**
(not to exceed 3 minutes per person and persons must sign up at least fifteen (15) minutes prior to meeting)
- X. **CITY MANAGER'S REPORT**
- XI. **FINANCE REPORT**
- XII. **CONSENT AGENDA**
(Items may be moved to New Business at the request of any Councilor with approval of the Governing Body)

1. Approval of Out of state travel for Ben Maynes, Building Inspector/Floodplain Manager, for the Certified Building Official Technology Module Part 2 course in Englewood, Colorado.

Lindsey Valdez, Community Development Director The Certified Building Official Technology Module Part 2 course is the final requirement to complete the Building Official certification required by the State of New Mexico. The Training is scheduled for December 7-11, 2015.

2. Approval to award Request for Proposals (RFP) #2016-12 for graphic design and promotional services to Cisneros Design, Inc.

Annette Velarde, Event Planner/Film Liaison The City of Las Vegas has completed Phase I of Las Vegas' branding/marketing process, having worked with North Star Destination Strategies to complete a comprehensive marketing study and branding package that resulted in the tagline "New Adventures Down Old Trails." Phase II of this process involves bringing the new brand to life utilizing the services of a professional graphic design firm.

3. Approval of Resolution # 15-55 requesting application to the New Mexico Historic Preservation Division for a Certified Local Government Grant for the amount of \$10,000 to address immediate concerns at the Old City Hall/Former PD building, located at the corner of 6th and University.

Lindsey Valdez, Community Development Director The City of Las Vegas was designated a Certified Local Government in 1986, which made state and federal preservation funds available on an annual bases, The New Mexico Historic Preservation has issued a Notice of Grant Availability to Certified Local Governments with \$35,000 in competitive grant funds available.

4. Approval of Resolution #15-54 authorizing submission of an application for funding assistance to the United States Environment Protection Agency Brownfields Program.

Ken Garcia, Utilities Director The City of Las Vegas is seeking funding assistance to begin the identification, assessment and clean-up planning of the "Brownfields" that are a part of or adjacent to Gallinas River Park (bounded to the north by Mills Ave. and to the south by Independence Ave.).

5. Approval to Award request for bids #2016-19 for Miox Salt (table grade salt) for the Water Treatment Plant to DPC Industries.

Ken Garcia, Utilities Director Miox (table grade salt) is required to ensure proper filtration of the water supply. The current price is \$8.38 per 50 pound bag.

XIII. BUSINESS ITEMS

1. Conduct a Public Hearing and Approval/Disapproval to adopt Ordinance #15-11 authorizing the execution and delivery of a loan agreement between the City of Las Vegas and the New Mexico Finance Authority.

Ann Marie Gallegos, Finance Director The City of Las Vegas was awarded a loan from the New Mexico Finance Authority for the purpose of financing the renovation, rehabilitation and repair of the Abe Montoya Recreation Center. The principal amount being \$2,801,121. Ordinance #15-11 was published on November 1, 2015.

2. Approval/Disapproval of Resolution #15-56, 2016 Election Resolution (English and Spanish).

Casandra Fresquez, City Clerk As per §3-8-26 An Election resolution must be adopted by the Governing body 112-84 days prior to an election.

3. Approval/Disapproval of Resolution 15-57, revised City of Las Vegas Safety Manual.

Gilbert Martinez, Safety Officer The Safety Department of the City of Las Vegas along with the Safety Committee members and liaisons have updated and revised the previous employee safety manual to reflect OSHA requirements.

XIV. COUNCILORS' REPORTS

XV. EXECUTIVE SESSION

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

- A. Personnel matters, as permitted by Section 10-15-1 (H) (2) of the New Mexico Open Meetings Act, NMSA 1978.**
- B. Matters subject to the attorney client privilege pertaining to threatened or pending litigation in which the City of Las Vegas is or**

may become a participant, as permitted by Section 10-15-1 (H) (7) of the New Mexico Open Meetings Act, NMSA 1978.

- C. Matters pertaining to the discussion of the sale and acquisition of real property, as permitted by Section 10-15-1 (H) (8) of the Open Meetings Act, NMSA 1978.**

XVI. ADJOURN

ATTENTION PERSONS WITH 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 CITY COUNCIL WORK SESSION
HELD ON WEDNESDAY OCTOBER 8, 2015 AT 5:30 P.M. IN THE CITY
COUNCIL CHAMBERS**

MAYOR: Alfonso E. Ortiz, Jr.

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

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

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Mayor Ortiz Jr. asked for a moment of silence to acknowledge and appreciate life and welcome Councilor Howell back and his improving health.

APPROVAL OF AGENDA

City Manager Martinez made a recommendation to remove Item 7 Resolution 15-43 Abatement of nuisances located at 102 Mills Avenue as Code Enforcement has informed him that the trailer has been removed.

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

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

Vince 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/REPORTS

Mayor gave a brief report on the issues related to water.

MAYOR'S RECOGNITION/PROCLAMATION

None at this time.

PUBLIC INPUT

No one signed up for Public Input.

CITY MANAGER'S INFORMATIONAL REPORT

City Manager Martinez spoke to the Governing Body regarding shootings that have occurred in other states and the steps the City of taking to protect the community and the staff. City Manager Martinez advised the City staff currently attend active shooter training that is conducted by the Police Department to help make staff aware of how to handle situations. City Manager Martinez advised the Governing body that the City has resources available for staff that are going through rough times in a proactive approach to keep situations from becoming more harmful. The City has taken steps to protect its buildings and staff by installing security doors.

Police Chief Juan Montano advised the Governing Body he has attended meetings within the community and there is a belief that the shootings that been occurring throughout the country and terrorists attempts could not happen in Las Vegas. Police Chief Montano advised these types of situations can occur in our community and the department is proactive in their approach and want to keep the community safe.

Questions were asked about the status of the shooting range.

Police Chief Montano advised the range is still closed at this moment.

DISCUSSION ITEMS

1. Out of State Travel for Police Department.

Police Chief Montano advised the Police Internal Affairs will be held in Jacksonville Florida on November 30th through December 4, 2015. The Las

Vegas Police Department will be sending one City employee. Grant funding will be used for the training.

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

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

Police Chief Montano advised the purpose of the agreement is for the confinement for prisoners and/or inmates arrested by City Police.

City Manager Martinez advised the agreement had previously been brought before the Governing Body, after approval the County had some changes to the agreement and has since been reviewed by the City, County and Municipal Judge.

Police Chief Montano advised the agreement would be for one year.

City Manager Martinez gave the Governing Body an overview of the negotiations that occurred with the agreement.

Questions and discussion took place on issues that the County would not negotiate on with the City regarding billing proration during an inmate's stay.

The Governing Body agreed to place the item as a consent agenda item.

3. Resolution No. 15-51 to donate one Cascade Eagle Compressor Model #BAP8EK3 Serial #42702201 and four CyclindeBottles DOT E-9421-4500/6750 Numbers: 734449, 735016, 105086.

Fire Chief Mares advised the City of Las Vegas recently upgraded to a newer Cascade system and have no need for the older, smaller cascade system and four cylinder bottles. Fire Chief Mares advised the volunteer Fire Department in Mineral Hill expressed an interest in the equipment.

The Governing Body agreed to place the item as a consent agenda item.

4. Resolution No. 15-49 Budget Adjustment Resolution.

Finance Director Gallegos advised there is a need for increasing and decreasing the FY2016 budgeted revenues or expenditures. Finance Director Gallegos advised there are several carry over funding from previous fiscal year for Fire and Police Department. Finance Director provided a summary sheet with an explanation of the transfers.

The Governing Body agreed to place the item as a consent agenda item.

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

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

Questions were asked the anticipated time before construction to begin.

City Manager Martinez advised construction is anticipated to begin early spring and finish midsummer.

Questions were asked regarding the engineering firms contract and if the proposal would expire prior to money being available.

City Manager Martinez advised the governing body has already approved for the City to enter into negotiations with WH Pacific for the Recreation Center, so there is no deadline for the proposal.

The Governing Body agreed to place the item as a consent agenda item.

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

Code Enforcement Officer Lujan advised the property located at 236 Bernal Street has several nuisances on the property. The property owner started work but has not continued. Code Enforcement Officer Lujan advised the first tag was issued 113 days prior and is requesting abatement of the property. Code Enforcement Officer Lujan showed the Governing body pictures of the property.

Questions were asked about the location address of the property as the streets around the area are different then what the property address is listed at.

Code Enforcement Officer Lujan indicated the gate to the property is Bernal Street.

The Governing Body agreed to place the item as a consent agenda item.

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

Code Enforcement Officer Lujan advised the property located at 831 Chavez Street has not been cleaned or maintained for several years creating a hazard to the public health, welfare and safety. Code Enforcement Lujan showed the Governing Body pictures of the property.

The Governing Body agreed to place the item as a consent agenda item.

9. Resolution No. 15-48 in support of MainStreet de Las Vegas' application in the amount of \$50,000 to New Mexico MainStreet for way finding signage in Las Vegas' downtown districts.

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

MainStreet Executive Director Collins gave the governing body an overview of the way finding signage and how it would benefit tourism by directing traffic to areas of interest. MainStreet has applied for funding before and hoping to be awarded this year with the commitment from the City.

Discussion took place regarding how the signage could boost travelers spending money in the community and easier to navigate around to the downtown community.

Executive Director Collins advised priority signage of areas in the community would be discussed.

Discussion took place if the signs would be visible in the evening and would they remain in those locations.

Community Development Director Valdez presented to the governing body a few design recommendations of the signage.

Questions were asked why the two previous attempts to obtain funding were denied.

Executive Director Collins advised the funding was once denied due to there not being a Downtown Master Plan, so MainStreet obtained funding to develop a Downtown Master Plan.

Questions were asked what fund would the match and in-kind funding be utilized.

Community Development Director Valdez advised the match and in-kind are coming from Lodgers Tax funding that were allocated for the design firm.

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

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

Utilities Director Garcia advised the governing body that the Gas Department went for bids for natural gas inventory supplies. The department is asking to make multiple awards as prices are lower on different materials for each vendor.

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

City Manager Martinez advised he wished to have brief Executive Session to discuss personnel.

Councilor Herrera made a motion to go into Executive Session. Councilor Gurule-Giroń seconded the motion.

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

Vince 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.

EXECUTIVE SESSION

Councilor Herrera made a motion to reconvene into regular session, personnel matters were discussed and no action was taken. Councilor Howell seconded the motion.

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

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

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

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

Councilor Howell advised he would like a follow-up discussion on the trash pickup for clarification of the charges for additional pickups. Councilor Howell asked if there was a separate fee schedule for senior customers or customers on low income and if there could be discussion to create one so the City doesn't lose out on money from bills not being paid.

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

Vince 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.

ADJOURN

Mayor Alfonso E. Ortiz, Jr.

ATTEST:

Casandra Fresquez, City Clerk

MINUTES OF THE CITY OF LAS VEGAS REGULAR CITY COUNCIL MEETING HELD ON WEDNESDAY, OCTOBER 21, 2015 AT 6:00 P.M. IN THE CITY COUNCIL CHAMBERS

MAYOR: Alfonso E. Ortiz, Jr.

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

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

CALL TO ORDER

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

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Mayor Ortiz, Jr. asked for a moment of silence to remember the four year old child who had tragically lost her life recently and to be thankful for the benefits and opportunities we have in our lives.

APPROVAL OF AGENDA

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

Vincent Howell	Yes	David L. Romero	Yes
Joey Herrera	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 the minutes for September 9th-Special, September 9th-Work Session and September 23rd, 2015. 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.

MAYOR’S APPOINTMENTS/REPORTS

Mayor Ortiz, Jr. reported that he had met with Ralph Arellanes a Las Vegas native, Executive Director of New Mexico LULAC and Chairman of Hispano Round Table (HRT) of New Mexico regarding renaming South Pacific Street Park.

Mayor Ortiz, Jr. advised that the Arellanes family has resided on South Pacific Street in Las Vegas, attended West Las Vegas schools as well as Highlands University and informed that Mr. Arellanes asked if the City would consider renaming the park to “Arellanes Family Park”.

Mayor Ortiz, Jr. advised that the process under Resolution 05-31 would involve creating a committee of at least four citizens appointed by Mayor and approved by Council and recommended Councilor David L. Romero, Tito Chavez, Cindy Collins and Gilbert Martinez to be on the committee.

There were no objections from Council regarding the appointing of the committee to move forward with the process of the name change of South Pacific Park.

MAYOR'S RECOGNITION/PROCLAMATIONS

Mayor Ortiz, Jr. recognized representative Salas from the Office of United States Congressman Lujan for attending the NERPO meeting regarding the requirements for federal dollars in support of the Samaritan House.

PUBLIC INPUT

City Manager Martinez advised there was no one signed up for public input and informed that he recommended City Clerk Fresquez to include on the agenda, notification of signing up for Public Input at least fifteen (15) minutes prior to meeting.

CITY MANAGER'S REPORT

City Manager Martinez reported that Solid Waste Director Matt Griego would present information regarding the improvements to the Transfer Station and to briefly discuss the goals they have for the Solid Waste Facility and for the community as well.

Solid Waste Director Griego briefly discussed the Executive Order regulations utilized by the Solid Waste Department regarding many circumstances on the subject of the management of solid waste in the City of Las Vegas.

City Manager Martinez added that Solid Waste staff needed to follow regulations but at the same time, considered it necessary to be sensitive to the elderly or disabled individuals.

Solid Waste Director Griego advised that commercial billing audits were being completed pertaining to over and under billing and advised that the issues of branches were being addressed.

Discussion took place on numerous issues concerning Solid Waste customer billing and what was acceptable for waste pick-up under the Ordinance.

Questions were asked regarding the disposal of concrete and who accepted it in the area.

Solid Waste Manager Griego advised that the City does not accept concrete but added that BTU accepted concrete.

Councilor Gurule-Giroń stated that in the past she recalled Mayor Ortiz, Jr. accepting concrete and debris in the San Geronimo area.

Mayor Ortiz, Jr. stated for the record “that there was a dumpsite, and the City was supposed to put a layer of two or three feet of dirt, they put a layer of about a foot and that’s the way it still is”.

Discussion took place of issues concerning the type of debris that is acceptable by the Solid Waste Department.

Councilor Gurule-Giroń expressed her concerns regarding the Executive Order which was adopted in May 2010, also with the Administrative Regulations and added that they were inconsistent with NMAC- 9.1.

Councilor Gurule-Giroń stated that there are many factors to take into consideration regarding additional fees to Solid Waste customers and recommended providing public announcements clarifying the additional costs.

Discussion took place of several issues concerning illegal dumpsites in the business areas in the City.

Councilor Gurule-Giroń asked Solid Waste Director Griego to give an overview of the 20 NMAC- 9.1 Administrative Code.

City Attorney Romero stated that the request from Council Gurule-Giroń for a legal interpretation of the NMAC from Solid Waste Director Griego, suggested that the NMAC overrode the City’s policy and advised that he disagreed.

Councilor Gurule-Giroń stated that usually the NMAC did override local ordinances and added that the only way it would not override an ordinance would

be if cities fell under the Small Cities Program, which would allow localities and municipalities to adopt their own intra-departmental regulations.

City Attorney Romero stated that he recommended reviewing the documents with Solid Waste Director Griego in order to address any legal questions and concerns brought forth by Councilor Gurule-Giroń and would be presented at the next meeting.

Mayor Ortiz, Jr. advised that the situation would need to be resolved in a timely manner by reviewing both the NMAC regulations and the Executive Order issued.

Councilor Gurule-Giroń stated that it was important to re-evaluate the current executive order, towards ensuring that the community was not being charged exorbitant fees for dumping.

Solid Waste Director Griego advised that the Ordinances utilized by the Solid Waste Department had been accepted as part of the Master Operations Plan by the New Mexico Environment Department Solid Waste Bureau.

Councilor Herrera stated that he felt the Executive Order passed in 2010 was quite lenient to local constituents and added that it was a step in the right direction.

Councilor Herrera had questions and concerns pertaining to the location of roll-outs at the time of non-scheduled trash pick-up days.

Solid Waste Director advised that roll-outs should be brought back to the owner's property after trash is picked up.

Councilor Romero had a question pertaining to the Solid Waste Department disposing of refrigerators.

Solid Waste Director Griego advised that Solid Waste was not permitted to accept refrigerators and customers would be re-directed to PNM or to Capital Recycling.

Mayor Ortiz, Jr. thanked Solid Waste Director Griego and his staff for their hard work in making improvements and moving ahead in resolving the current issues.

Councilor Howell stated that in the future, he would like to see residential roll-outs that carry recyclables.

Solid Waste Director Griego advised that he was currently in the early stages of working on a recycling project to accommodate residents who desire to utilize recycling bins.

Councilor Gurule-Giroñ suggested that the Solid Waste Department take into consideration the location of roll-outs on scheduled pick-up day, due to not every resident having sidewalks.

City Manager Martinez advised that EDC Executive Director Bill Hendrickson would be making a presentation on the Gallinas River Park.

Mr. Hendrickson advised that the EDC was collaborating with City of Las Vegas, Mainstreet, Chamber of Commerce and several other agencies on the Gallinas River Park.

Hermits Peak Water Shed Alliance member Lea Knutson informed that the project included reconstructing and revitalizing the river walk area as an urban green space with the intention of restoring ecological health to the river and surrounding area.

Ms. Knutson advised that this project would revitalize the community and added that this project needed to be started with a comprehensive planning and a realistic approach.

Mayor Ortiz, Jr. advised that the City of Las Vegas made efforts in the past to clean the river walk area but were prohibited by Army Core of Engineers and New Mexico Environment Department due to diverting water by any removal of trees.

Ms. Knutson advised that the work their organization does was in line with what the Core of Engineers is supporting and they obtain permits from the Core of Engineers to do their work in restoring health of the river, which they are in support of.

Ms. Knutson advised that the ecological plan included improvement of water quality, addressing flooding and drought issues, increasing fish and wildlife habitat, treating urban storm water run-off and designed the project to improve overall health of the water shed.

Mr. Henderickson explained that the economic plan included new businesses coming to town, “on the river” businesses; tourists, esthetics and positive experience that would eventually bring youth back to the city.

Mr. Henderickson advised that a grant had already been submitted and that it would go towards conceptual design and added that a strategic approach would be developed and they would continue to pursue funding sources.

Ms. Knutson informed that Hermits Peak had drafted a \$300,000.00 proposal to the New Mexico River Stewardship Program to help with an upcoming Gallinas Project and advised that the river restoration project would also qualify for some of that funding.

Presentation took place on several other future plans that could take place regarding the river restoration project.

Mr. Henderickson expressed what a great opportunity this was and added that this river project would be an asset to our community and stimulate economic growth.

Mayor Ortiz, Jr. stated that he was very enthused with the ideas presented and added that he thought there were many possibilities regarding the river restoration project.

Mayor Ortiz, Jr. commended Mr. Hendrickson and Ms. Knutson for their efforts in moving the project forward along with having a comprehensive plan and agreed it would entice the community and tourists as well.

Councilor Gurule-Giroń thanked Ms. Knutson for the great job on the efforts regarding the river restoration project.

Ms. Knutson expressed that the restoration project would move forward with the help of many entities and the community working as a team.

Councilor Howell spoke of the Water Shed improvements and hoped that the Gallinas River Park would thrive as well and commended the team for the vision and plans they had for the park.

Councilor Herrera stated that he was excited with enthusiasm and challenged the Governing Body to submit a letter of support, as he already had, in the hard work of getting the project off to a good start and thanked everyone involved for their efforts.

FINANCE REPORT

Finance Director Ann Marie Gallegos presented the finance report ending September 30, 2015 collecting twenty three percent of revenue for the General Fund and advised that General Fund expenditures came in at twenty three percent.

Finance Director Gallegos advised that expenditures are slightly higher in the Public Works/Airport Department due to ordering salt and cinder for the upcoming winter months and added that the Carnegie Library is paying off books that have been ordered.

Finance Director Gallegos reported that the Recreation Department revenue was at twenty three percent and expenditures were at thirty percent and advised that they have met with Recreation Center Director Philip Ortiz regarding the expectations of revenue.

City Manager Martinez advised that he had met with Recreation Department Director Ortiz concerning tracking activities and programs that would help in identifying where to apply needed resources and to increase greater demand services that would bring in more revenue.

City Manager Martinez informed that work was still taking place at the Recreation Center.

Finance Director Gallegos advised that the New Mexico Finance Administration had given permission to move forward with the design process with local funds, as they await the loan approval in December and informed the bid documents for construction would be out by December.

Finance Director Gallegos advised that revenues for the Enterprise Funds were at twenty percent but added that an increase in revenues related to gas, would be seen in the next couple of months and reported that expenditures came in at twenty one percent.

Councilor Howell asked a question regarding the status of the on-line billing.

Finance Department Director Gallegos advised that costs associated with debit and credit card use by the customer was a factor and that it was being discussed and would be brought back to Council for further direction.

Finance Department Director Gallegos explained that the Tyler system would apply a \$1.25 fee to the customer for credit or debit card use and advised that the City would need to offset their costs however they were ready to move forward as soon as a recommendation was made by City Manager Martinez and then brought to Council for approval.

Councilor Gurule-Giroń questioned how safe the Tyler system would be regarding the security of customer information due to the fact of having issues with the Tyler system in the past.

Finance Director Gallegos informed that the \$1.25 fee applied to the customer would go towards Tyler Technologies assuming the liability of securing customer information and advised that a complete assessment of the Tyler System was recommended by the IT staff, in order to identify ways of improving security to be more efficient.

Councilor Gurule-Giroń asked if the community would be informed of the risks involved, due to previous audit findings and track record of Tyler Technologies.

Finance Director Gallegos advised that the costumers would be informed that Tyler would be responsible for security issues.

CONSENT AGENDA

Councilor Herrera made a motion to approve consent agenda as read by City Clerk Fresquez. Councilor Howell seconded the motion.

City Clerk Fresquez read the consent agenda business items into the record to include business items one through nine.

1. Approval of out of state travel for Police Department.
2. Approval of Extension of Contractual Agreement for inmate confinement for prisoner and/or inmates arrested by the City.
3. Approval of Resolution to donate (1) Cascade Eagle Compressor Model #BAP8EK3 Serial #42702201 and (4) four Cylinder Bottles DOT E-9421-4500/6750 Numbers: 734449, 735016, 105086 and 105088.
4. Approval of Resolution #15-49 Budget Adjustment Resolution.

Resolution #15-49 was presented as follows:

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

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

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

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

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

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

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

Alfonso E. Ortiz, Jr. Mayor

ATTEST:

Casandra Fresquez, City Clerk

REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY ONLY:

Dave Romero, City Attorney

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

6. Approval of Resolution #15-42 Abatement of nuisances located at 236 Bernal Street.

Resolution 15-42 was presented as follows:

CITY OF LAS VEGAS

RESOLUTION NO. 15-42

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

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

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

WHEREAS, the property is a public nuisance and the premises are a menace to the public comfort, health, peace and safety of the community and is in violation of City of Las Vegas Ordinance 301 Sections 6 Nuisance Declared; Unsanitary Premises (B); Hazardous Premises (C); Outdoor Vehicle Storage-Inoperable Vehicles (G); as well as Chapter 377-28 Responsibility of property owner to maintain adjacent right-of-way.

Items stored on the premises and visible from the public right of way in violations of City ordinances include but are not limited to tin, cars, trucks, boards, dead branches, metals, and weeds.

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

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

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

A. That the above described parcel of land is a nuisance pursuant to Section 3-18-5, NMSA, 1978, is a menace to the public comfort, health, peace or safety and requires abatement as follows: All weeds, wreckage, rubbish and debris as described above and any other materials in violation of the Ordinance described above shall be removed from the property and properly disposed of.

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

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

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

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

its findings.

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

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

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

PASSED, APPROVED AND ADOPTED THIS ____ DAY OF _____ 2015

Alfonso E. Ortiz Jr, Mayor

ATTEST:

Casandra Fresquez, City Clerk

REVIEWED AND APPROVED BY:

Dave Romero, City Attorney

7. Approval of Resolution # 15-47 Abatement of nuisances located at 831 Chavez Street.

Resolution 15-47 was presented as follows:

CITY OF LAS VEGAS

RESOLUTION NO. 15-47

A RESOLUTION DECLARING 831 CHAVEZ STREET WHICH IS OWNED AND CONTROLLED BY DANNY PADILLA & OTHERS TO BE DANGEROUS, COVERED WITH

RUINS, RUBBISH, WRECKAGE AND DEBRIS AND A NUISANCE REQUIRING ABATEMENT

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

WHEREAS, the Las Vegas City Council has received evidence from the Community Development Department/Code Enforcement as to the condition of a parcel of land described herein, which are owned, occupied or controlled by Danny Padilla and Others, whose address is 8804 Suncrest Avenue SW Albuquerque, NM., according to the records at the San Miguel County Assessor's Office and described in said records as "Subdivision 1811 Town of Las Vegas Blk 15" (property code # 1-094-092-445-218-13.

WHEREAS, the property is a public nuisance and the premises are a menace to the public comfort, health, peace or safety of the community and is in violation of City of Las Vegas Ordinance 301 Sections 6 Nuisance Declared; Unsanitary Premises (B); Hazardous Premises (C); Dangerous/Unsafe Buildings or Structures (H). Items stored on the premises and visible from the public right of way in violations of City ordinances include but are not limited to glass, tin, boards, plastic, weeds, dead branches, Chinese elms, and a dilapidated structure. Walls on the building are deteriorating, and creating a menace for the public.

WHEREAS, the City has posted 2 Certified Red Tags on the Property in plain view of the side walk notifying of the violation on the property. Certified mail was also sent out twice to the property owners noted above. Certified Mail was signed.

WHEREAS, proper notices served upon certified mail and on the property included: a Red Tag Notice of Violation on August 25, 2015; a Notice of Pending Abatement on September 4, 2015. In the face of these notices, the nuisances remain and continue to pose a hazard to health, welfare, and safety of the public. Both Red Tags allowed for 10 days to correct the violations noted above.

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

A. That the above described parcel of land is a nuisance pursuant to Section 3-18-5, NMSA, 1978, is a menace to the public comfort, health, peace or safety and requires abatement as follows: All trailers, wreckage, rubbish and debris as described above and any other materials in violation of the Ordinance described above shall be removed from the property and properly disposed of.

B. The City shall serve a copy of this resolution on the owner, occupant or agent, including Danny Padilla & others, in charge of the premises as shown by the records of the County Assessors. If the owner occupant or agent in charge of the building,

structure or premises cannot be served within the municipality, a copy of the resolution shall be posted on the building, structure or premises and a copy of the resolution shall be published one time.

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

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

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

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

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

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

PASSED, APPROVED AND ADOPTED THIS ____ DAY OF _____ 2015

Alfonso E. Ortiz Jr, Mayor

ATTEST:

Cassandra Fresquez, City Clerk

REVIEWED AND APPROVED BY:

Dave Romero, City Attorney

8. Approval of Resolution #15-48 in support of MainStreet de Las Vegas' application in the amount of \$50,000.00 to New Mexico MainStreet for way finding signage in Las Vegas' downtown districts.

Resolution #15-48 was presented as follows:

**CITY OF LAS VEGAS
RESOLUTION NO: 15-48**

**A RESOLUTION OF THE CITY OF LAS VEGAS, NEW MEXICO, IN SUPPORT OF
APPLICATION BY MAINSTREET DE LAS VEGAS FOR NEW MEXICO MAINSTREET
FISCAL YEAR 2016 APPROPRIATION FOR WAY FINDING SIGNAGE**

WHEREAS, the City of Las Vegas supports the revitalization and economic development of its historic commercial core, and

WHEREAS, the City of Las Vegas desires to maintain an economically vital and vibrant town center for its residents, visitors and tourists, and

WHEREAS, the City of Las Vegas sees an economically healthy downtown as one of its critical assets, and

WHEREAS, the City of Las Vegas recognizes its traditional commercial core as representing the unique history and culture of our community, and

WHEREAS, the City of Las Vegas recently completed a comprehensive branding package ("New Adventures Down Old Trails") which includes way finding, and

WHEREAS, the City of Las Vegas fully supports and endorses the application by MainStreet de Las Vegas for way finding signage in the downtown districts in the amount of \$50,000, and

WHEREAS, the City of Las Vegas agrees to serve as fiscal agent for funds.

NOW THEREFORE be it resolved that the City of Las Vegas does hereby support MainStreet de Las Vegas' application to New Mexico MainStreet for \$50,000 for way finding signage in Las Vegas' downtown districts. The City of Las Vegas commits \$10,000 in match and will serve as the fiscal agent.

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

Mayor Alfonso E. Ortiz, Jr.

ATTEST:

Casandra Fresquez, City Clerk

APPROVED AS TO LEGAL SUFFICIENCY ONLY

Dave Romero, City Attorney

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

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.

BUSINESS ITEMS

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

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

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

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

City Attorney Dave Romero asked anyone who wished to speak on the issue, to stand and be sworn in. Casandra Fresquez and Alan Franken were sworn in.

City Clerk Frequez advised that an application had been submitted for a transfer of ownership of liquor license 0290. The applicant currently owns the liquor license but there has been a change to the stockholders of the corporation.

City Clerk Fresquez took the opportunity to make a clarification regarding the application that was sent to City Clerk's Office from Alcohol and Gaming Division, which stated there was a 45 day after receipt of notice from Alcohol and Gaming Division that the Governing Body shall hold a Public Hearing and the question whether the department should approve the proposed issuance of transfer.

City Clerk Fresquez added that there was a conflict between the new 30 day notice and the existing 45 day hearing requirement and informed Council that the Alcohol and Gaming understood the challenges that the City has to meet, due to meeting dates on certain days.

City Clerk Fresquez explained that with this particular application, the hearings occurred within 35 days; therefore Alcohol and Gaming Division allowed the extension of the 45 days and added that the zoning and publication requirements had been met.

Councilor Gurule-Giroń had a question concerning notification to Planning and Zoning.

City Manager Martinez clarified that this item did not go to Planning and Zoning and added that it goes to a Zoning Officer to review the application and looks at the zoning requirements of the application and prepares for response.

Councilor Herrera made a motion to close Public Hearing and to accept the record proper. 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
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David L. Romero Yes Tonita Gurule-Giroń Yes

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

Councilor Gurule-Giroń made a motion to reconvene into Regular 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 David L. Romero Yes
Joey Herrera Yes Tonita Gurule-Giroń Yes

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

Councilor Herrera made a motion to approve the application requesting a transfer of ownership submitted by Franken Oil & Distributing Company, DBA Franken Oil & Distributing Company, located at 1339 Grand Avenue, Las Vegas, NM 87701, License/ Application #0290/955700. Councilor Romero seconded the motion. Mayor Ortiz, Jr. asked for roll call. Roll Call Vote was taken and reflected the following:

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

Councilor Howell disclosed the fact that he was employed by the Better Stop, Franken Oil & Distributing Company and informed that he had no financial interests in stocks, bonds or profit sharing and advised he would vote on Business Item #1, if there were no objections by the Governing Body.

There were no objections by the Governing Body regarding that Councilor Howell vote on Business Item #1.

Councilor Howell voted Yes on Business Item #1.

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

Councilor Gurule-Giroń asked what the changes were regarding stockholders on the application.

City Clerk Fresquez advised the changes regarding stockholders was not included in the application.

Alan Franken informed Councilor Gurule-Giroń that the State of New Mexico constituted a change of ownership due to his mother, who was deceased, transferring her estate to her four sons.

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

Community Services Director Philip Ortiz introduced the new Senior Center Manager Wanda Salazar.

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

Councilor Gurule-Giroń made a motion to approve to adopt Resolution #15-52 Authorizing submission of the area plan to Non-Metro Area Agency on Aging for the Las Vegas Senior Center. Councilor Herrera seconded the motion.

Resolution #15-52 was presented as follows:

**CITY OF LAS VEGAS
Resolution No. 15-52**

A RESOLUTION AUTHORIZING SUBMISSION OF THE AREA PLAN TO NON-METRO AREA AGENCY ON AGING FOR THE LAS VEGAS SENIOR CENTER

WHEREAS, the City of Las Vegas has determined that there is a need to provide services for senior citizens; and

WHEREAS, the seniors were afforded the opportunity to submit suggestions and recommendations at advertised public hearings; and

WHEREAS, the City of Las Vegas authorizes the submission of an area plan to Non-Metro Area Agency on Aging.

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

Elmer J. Martinez, City Manager for the City of Las Vegas is authorized to sign and enter into a contract(s) and sign off on all official documents with Non-Metro Area Agency on Aging.

ADOPTED by the Governing Body at its meeting of October ____, 2015.

Alfonso E. Ortiz, Jr., Mayor

ATTEST

Casandra Fresquez, City Clerk

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.

COUNCILOR’S REPORTS

Councilor Gurule-Giroń took the opportunity to thank City Manager Martinez, Streets and Utilities Departments on behalf of Councilor Romero and herself, regarding the progress of several street projects in the community.

City Manager Martinez recognized that Department Directors were getting the job done and advised Council that a summary report of project developments is being prepared and would be available soon.

Councilor Howell stated that he had received several call from constituents encouraging the Governing Body to hold off on increasing the Gross Receipt Tax due to the hard economic times they are experiencing.

Mayor Ortiz, Jr. stated that the City’s intent is never to impose a tax increase but at the same time, there are always costs and added that a balance is needed and that the possibilities of an increase are always there.

Councilor Howell recommended creating a committee to discuss the subject of a different rate scale for low-income residents regarding unpaid water bills.

Mayor Ortiz, Jr. agreed with Councilor Howell's recommendation of creating a committee to work with Utilities to address the issues of unpaid water bills and added that he wished the City could help many people in need with other services but there are difficulties to face and there are limits involved.

Councilor Gurule-Giroń advised that she had been confronted by several businesses regarding the rate increase and advised that she was not in support of any utility rate increases or GRT increases as well.

Councilor Gurule-Giroń expressed her thoughts on the water situation and felt that the City of Las Vegas had not made any progress regarding the Bradner Dam Project.

Discussion took place regarding the many issues concerning of a possible rate increase relating to how it would benefit water storage.

Mayor Ortiz, Jr. explained that a legal challenge had halted any progress on Bradner Dam with the possibility of losing funding and wished everyone involved could work collaboratively for the future of the City of Las Vegas.

Councilor Herrera made a motion to adjourn. Councilor Romero seconded the motion. Mayor Ortiz, Jr. asked for roll call. Roll Call Vote was taken and reflecting 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.

Mayor Alfonso E. Ortiz, Jr.

ATTEST:

Cassandra Fresquez, City Clerk

**MINUTES OF THE CITY OF LAS VEGAS SPECIAL CITY COUNCIL MEETING HELD ON
TUESDAY OCTOBER 27, 2015 AT 10:00 A.M. IN THE CITY COUNCIL CHAMBERS**

MAYOR: Alfonso E. Ortiz, Jr.- Absent

COUNCILORS: Tonita Gurule-Giron - Mayor Pro-Tem
Joey Herrera
David L. Romero
Vincent Howell

ALSO PRESENT: Elmer J. Martinez – City Manager
Casandra Fresquez – City Clerk
Danelle Smith – Acting City Attorney
Juan Montano – Sergeant at Arms

CALL TO ORDER

Mayor Pro Tem Gurule-Giron called the meeting to order at 10:00 a.m.

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Councilor Howell asked for a moment of silence to reflect on the incident that occurred in our state regarding road rage and how quickly our lives can be affected by that behavior.

APPROVAL OF AGENDA

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

Mayor Pro Tem Gurule-Giron asked for roll call. Roll Call Vote was taken and reflected the following:

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

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

PUBLIC INPUT

None at this time.

BUSINESS ITEMS

1. Approval/Disapproval of Resolution 15-53, Repealing and Replacing all previous resolution and adopting a City of La Vegas (zero tolerance) Drug and Alcohol Policy and DOT Compliance Plan.

City Clerk Fresquez briefed the Governing Body on the presentation that was made by her and City Attorney Romero a few years ago. City Clerk Fresquez added that during that presentation she recommended a zero tolerance drug and alcohol policy in order to ensure the safety, health and welfare of the employees and the citizens of Las Vegas.

City Clerk Fresquez further stated that it was determined by the Governing Body to move forward with a zero tolerance drug and alcohol policy.

City Clerk Fresquez also stated that in September of 2013, the Public Regulation Commission (PRC) conducted an audit of the City's drug and alcohol policy and found several violations and they recommended that the City retain a professional contractor to create a drug and alcohol policy to ensure compliance as well as assisting in other areas such as administering collections, conducting and maintaining current random selection data basing, quarterly and annual reporting and regulatory audit assistance.

City Clerk Fresquez explained the definition of a zero tolerance policy and briefly went over the differences between the current drug and alcohol policy and the proposed drug and alcohol policy and mentioned that when an employee is terminated for whatever reason, the City allows the employee due process to include a contemplated termination hearing, giving the employee the opportunity to give his/her side of the contemplated action.

City Clerk Fresquez further explained that when an employee is tested and the employee is found positive for drugs and or alcohol, in the City's current policy, the employee is referred to an employee Assistance Program (EAP) and not terminated, however with the proposed policy, the employee will be terminated and not given a second chance.

Mayor Pro Tem Gurule-Giron asked about how the City handles an employee who self identifies that they have a drug and/or alcohol problem.

City Clerk Fresquez stated that an employee will not be terminated if they self identify prior to any type of drug or alcohol test, they will be allowed to go through the EAP program. City Clerk Fresquez further stated that employees who test positive and are terminated will also be referred to an EAP program and may re-apply with the City in a year if they complete the EAP program.

City Clerk recommended approval of the zero tolerance drug and alcohol policy and compliance plan to first and foremost ensure the safety, health and welfare of the employees and the citizens and secondly to ensure compliance with PRC regulations who oversees the federal and state entities to maintain compliance.

City Clerk Fresquez then asked that Shawna and Kelly with White Sands Compliance to go over the error that needed to be corrected in the proposed policy.

Ms. Shawna with White Sands Compliance referred to the error on page 15, B Random Testing (ii) (a), (b), (c) and (d), which should read;

(a) Company employees (non-DOT) are randomly selected for urine drug testing and the alcohol testing at an annual minimum ratio of 50% for drug testing and 15% for alcohol testing;

(b) DOT-PHMSA (pine) employee randomly selected for urine drug testing at an annual minimum ratio of 25%. Per federal regulations the percentage may increase;

(c) DOT-FMCSA employees are randomly selected for urine drug testing and alcohol testing at an annual minimum ratio of 50% for drug testing and 15% for alcohol testing. Per federal regulations the percentage may increase;

(d) To calculate the total number of covered employees' eligible for random testing throughout the year, as an operator, you must add the total number of covered employees' eligible for random testing throughout the year, as an operator, you must add the total number of covered employees eligible for testing during each random testing period for the year and divide that total by the number of random testing periods. All covered employees are to be in an employer's random testing pool.

Acting City Attorney Smith was unclear and asked for further clarification on that section of the policy.

After much discussion and questions from the Governing Body and Acting Attorney Smith, the section in question was clarified and understood.

Mayor Pro-Tem asked if the Mayor and Council were on the drug and alcohol policy list to be tested and if not could they be added.

City Clerk Fresquez stated Mayor and Council were not on the drug and alcohol policy list as they were elected officials.

Mayor pro tem and Councilors had no objections to being placed on the drug and alcohol policy list.

Acting City Attorney Smith mentioned that she could not find anything in the law that stated they could not be on the list for drug and alcohol testing, however she did state that the Municipal City Charter would need to be amended prior to placing the elected officials on our drug and alcohol testing list as there are no guidelines on how an elected official would be terminated if found positive for drugs and/or alcohol.

Acting City Attorney Smith stated that the Drug and Alcohol Policy included all employees and inquired if the summer youth that are hired each year are also drug tested as they are employees for a short period of time. Acting City Attorney Smith added that if they are not drug tested then the policy would need to be amended with an exception.

City Manager Elmer Martinez stated that the City would explore that further and if need be, the resolution would be amended at a later time.

Mayor Pro Tem asked what the pleasure of the Council was if there were no further questions.

Councilor Herrera moved to approve Res# 15-53 Repealing and Replacing all previous resolutions and adopting the City of Las Vegas zero tolerance Drug and Alcohol Policy and DOT Compliance Plan with the recommended changes. Councilor Herrera asked that the recommended changes be read into the record.

Personnel Risk Management Coordinator Victoria Lovato read the following changes into the record;

Page 15, B Random Testing (ii) (a), (b), (c) and (d), which should read;

(a) Company employees (non-DOT) are randomly selected for urine drug testing and the alcohol testing at an annual minimum ratio of 50% for drug testing and 15% for alcohol testing;

(b) DOT-PHMSA (pine) employee randomly selected for urine drug testing at an annual minimum ratio of 25%. Per federal regulations the percentage may increase;

(c) DOT-FMCSA employees are randomly selected for urine drug testing and alcohol testing at an annual minimum ratio of 50% for drug testing and 15% for alcohol testing. Per federal regulations the percentage may increase;

(d) To calculate the total number of covered employees' eligible for random testing throughout the year, as an operator, you must add the total number of covered employees' eligible for random testing throughout the year, as an

operator, you must add the total number of covered employees eligible for testing during each random testing period for the year and divide that total by the number of random testing periods. All covered employees are to be in an employer's random testing pool.

Councilor Romero seconded the motion. Mayor Pro Tem Gurule-Giron asked for roll call. Roll Call Vote was taken and reflected the following:

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

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

EXECUTIVE SESSION

There were no items for executive session.

ADJOURN

Councilor Herrera made a motion to adjourn. Councilor Romero seconded the motion. Mayor Pro Tem Gurule-Giron asked for roll call. Roll Call Vote was taken and reflected the following:

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

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

Mayor Alfonso E. Ortiz, Jr.

ATTEST:

Casandra Fresquez, City Clerk

GENERAL FUND REVENUE COMPARISON
THRU OCTOBER 2015 33% OF YEAR LAPSED (4 of 12 months)
FISCAL YEAR 2016

Total Budget to Actual Comparison

	A	B	C	D	E	G
	FY 2015	FY 2016	FY 2016	FY 2015	FY 2016	(E/B)
	BUDGET	BUDGET	YTD - BUDGET	YTD - ACTUAL	YTD - ACTUAL	FY 2016
						% REV
PROPERTY TAX	1,350,000	1,350,000	450,000	1,391,886	105,903	8%
GROSS RECEIPT TAX 1.225	3,550,000	3,550,000	1,183,333	3,372,528	1,207,167	34%
FRANCHISE TAX	800,000	800,000	266,667	845,587	230,794	29%
GROSS RECEIPT TAX .75	2,585,000	2,585,000	861,667	2,219,100	794,308	31%
1/8 INFRASTRUCTURE	350,000	350,000	116,667	337,769	121,013	35%
GRT .25 (JAN 2011)	680,000	680,000	226,667	664,189	238,169	35%
GRT -HOLD HARMLESS (JULY 2015)	-	(85,000)	-28,333	-	-	0%
LICENSE & FEES	63,000	72,300	24,100	59,636	23,523	33%
INTERGOVERNMENTAL	65,000	66,000	22,000	71,506	26,871	41%
LOCAL-FINES	87,400	62,100	20,700	71,177	18,977	31%
LOCAL-MISC	1,657,930	1,649,530	549,843	1,699,180	564,655	34%
TOTAL	11,188,330	11,079,930	3,693,310	10,732,558	3,331,380	30%

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

GENERAL FUND EXPENDITURE COMPARISON
THRU OCTOBER 2015 33% OF YEAR LAPSED (4 of 12 months)
FISCAL YEAR 2016

Total Budget to Actual Comparison

	A	B	C	D	E	F	H
	FY 2015	FY 2016	FY 2016	FY 2015	FY 2016	FY 2016	(E/B)
	BUDGET	BUDGET	YTD - BUDGET	YTD - ACTUAL	YTD - ACTUAL	AVAIL. BAL.	%
							BDGT
JUDICIAL	281,456	282,087	94,029	288,156	94,607	187,480	34%
EXECUTIVE	479,970	480,602	160,201	440,030	149,591	331,011	31%
ADMINISTRATION	253,986	247,913	82,638	210,082	74,730	173,183	30%
CITY ATTORNEY	206,938	213,770	71,257	214,297	73,505	140,265	34%
PERSONNEL/HR	253,741	274,354	91,451	258,657	94,254	180,100	34%
FINANCE	572,076	569,608	189,869	541,037	174,990	394,618	31%
COMMUNITY DEV.	466,064	567,364	189,121	435,919	163,787	403,577	29%
POLICE	4,072,107	3,921,874	1,307,291	3,562,200	1,162,808	2,759,066	30%
CODE ENFORCEMENT	167,755	168,661	56,220	129,052	33,843	134,818	20%
ANIMAL SHELTER	129,000	133,690	44,563	133,687	32,983	100,707	25%
FIRE	1,320,485	1,276,366	425,455	1,162,726	404,022	872,344	32%
PUBLIC WORKS/AIRPORT	705,474	492,606	164,202	579,481	176,599	316,007	36%
PARKS	0	305,020	101,673	0	32,590	272,430	11%
AIRPORT	120,476	0	0	84,281	0	0	0%
LIBRARY	198,041	201,256	67,085	189,396	72,797	128,459	36%
MUSEUM	183,146	192,888	64,296	135,221	57,847	135,041	30%
GENERAL SERVICES	2,509,609	2,649,000	883,000	2,013,579	688,929	1,960,071	26%
SALARY CONTINGENCY	80,000	50,000	16,667	0	0	50,000	0%
TRANSFERS	355,128	505,058	168,353	355,128	168,285	336,773	33%
TOTAL	12,355,452	12,532,117	4,177,372	10,732,929	3,656,167	8,875,950	29%

**RECREATION DEPARTMENT-REVENUE COMPARISON
THRU OCTOBER 31, 2015 -33% OF YEAR LAPSED 4 OF 12 MONTHS
FISCAL YEAR 2016**

	A	B	C	D	E	G (E/B)
	FY 2015 BUDGET	FY 2016 BUDGET	FY 2016 YTD - BUDGET	FY 2015 ACTUAL	FY 2016 YTD - ACTUAL	% REV
WELLNESS CENTER	115,000	100,000	33,333	91,337	32,053	32%
OPEN SWIM	10,000	0	0	504		0%
YAFL	8,000	6,000	2,000	4,472	2,030	34%
YABL	18,000	20,000	6,667	21,284	805	4%
SUMMER FUN PROGRAM	30,000	20,000	6,667	20,092	2,593	13%
RECREATION-OTHER	45,300	49,000	16,333	52,227	8,494	17%
GEN FUND TRANSFER	450,000	400,000	133,333	450,000	133,280	33%
TOTAL	676,300	595,000	198,333	639,916	179,255	30%

**RECREATION DEPARTMENT- EXPENDITURE COMPARISON
THRU OCTOBER 31, 2015 -33% OF YEAR LAPSED 4 OF 12 MONTHS
FISCAL YEAR 2016**

	A	B	C	D	E	F	H (E/B) %
	FY 2015 BUDGET	FY 2016 BUDGET	FY 2016 YTD - BUDGET	FY 2015 ACTUAL	FY 2016 YTD - ACTUAL	FY 2016 AVAIL. BAL.	% BDGT
EMPLOYEE EXP.	681,723	552,495	184,165	525,338	205,532	346,963	37%
YAFL	2,500	3,500	1,167	3,791	2,524	976	72%
YABL	5,850	5,000	1,667	2,853	0	5,000	0%
OTHER OPERATING EXP.	85,750	68,240	22,747	63,826	24,058	44,182	35%
CAPITAL OUTLAY	4,500	4,000	1,333	5,129	1,569	2,431	39%
TOTAL	780,323	633,235	211,078	600,937	233,683	399,552	37%

**ENTERPRISE FUNDS-REVENUE COMPARISON
THRU OCTOBER 31, 2015 -33% YEAR LAPSED (4 of 12 months)
FISCAL YEAR 2016**

Total Budget to Actual Comparison

	A	B	C	D	E	G (E/B) %
	FY 2015 BUDGET	FY 2016 BUDGET	FY 2016 YTD - BUDGET	FY 2015 YTD - ACTUAL	FY 2016 YTD - ACTUAL	% BUDGET
WASTE WATER (610)	2,761,000	2,826,738	942,246	2,746,113	935,089	33%
NATURAL GAS (620)	5,522,000	5,673,000	1,891,000	5,466,778	707,781	12%
SOLID WASTE (630)	3,133,500	3,547,294	1,182,431	3,102,767	1,133,749	32%
WATER (640)	4,602,850	4,748,150	1,582,717	4,631,871	1,656,770	35%
<i>Total of Enterprise Funds</i>	16,019,350	16,795,182	5,598,394	15,947,529	4,433,389	26%

**ENTERPRISE FUNDS-EXPENDITURES COMPARISON
THRU OCTOBER 31, 2015 -33% YEAR LAPSED (4 of 12 months)
FISCAL YEAR 2016**

Budget to

	A	B	C	D	E	F	H (E/B) %
	FY 2015 BUDGET	FY 2016 BUDGET	FY 2016 YTD - BUDGET	FY 2015 ACTUAL	FY 2016 YTD - ACTUAL	FY 2016 AVAIL. BAL.	% BUDGET
WASTE WATER(610)	2,761,000	2,663,075	887,692	2,627,866	813,807	1,849,268	31%
NATURAL GAS (620)	5,522,000	6,178,945	2,059,648	5,251,844	985,524	5,193,421	16%
SOLID WASTE (630)	3,091,854	3,304,516	1,101,505	2,802,509	879,187	2,425,329	27%
WATER (640)	4,941,528	5,282,913	1,760,971	4,506,829	2,201,712	3,081,201	42%
<i>Total of Enterprise Funds</i>	16,316,382	17,429,449	5,809,816	15,189,048	4,880,230	12,549,219	28%

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 11/6/15

DEPT: Community Development

MEETING DATE: 11/18/15

ITEM/TOPIC:

Request for out of state travel for Benjamin Maynes, Building Inspector/Floodplain Manager, for the Certified Building Official Technology Module Part 2 course in Englewood, Colorado.

ACTION REQUESTED OF COUNCIL:

Approval/Disapproval of request for out of state travel for Benjamin Maynes, Building Inspector/Floodplain Manager, for the Certified Building Official Technology Module Part 2 course in Englewood, Colorado.

BACKGROUND/RATIONALE:

The Certified Building Official Technology Module Part 2 course is the final requirement to complete the Building Official certification required by the State of New Mexico. The training is scheduled for December 7-11, 2015 at the Construction Exam Center in Englewood, Colorado. Testing will follow on Saturday, December 12, 2015.

STAFF RECOMMENDATION:

Approval

COMMITTEE RECOMMENDATION:

N/A

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



SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:



ALFONSO E. ORTIZ, JR.
MAYOR



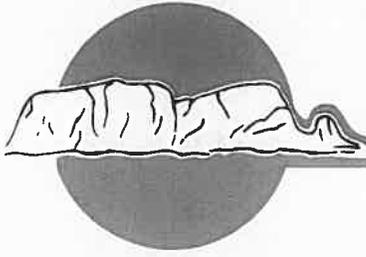
ELMER J. MARTINEZ
CITY MANAGER

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

PURCHASING AGENT
(FOR BID/RFP AWARD)

DAVE ROMERO
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)

Approved to form 1-26-15



CITY OF LAS VEGAS

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

ALFONSO E. ORTIZ, JR.
Mayor

Attached is an Out of State Travel request for Benjamin Maynes to complete the 2012 Technology Module 02—ICC Certified Building Official certification. In 2014 the Module 01 Legal Management portion of this State mandated certification was completed. To complete the certification, Technology Module 02 is to be taken. The training schedule has been set up for December 7th thru the 11th at the Construction Exam Center in Englewood, Colorado. Testing will then follow on Saturday, December 12, 2015, at Pearson Vue Testing Center. With your support, the City of Las Vegas will then be in line with the State of New Mexico Construction Industries Division requirement.

This Out of State Travel request includes per diem, which will be taken out of Line Item # 101-4700-780-7202 and registration for \$1,111.00 which will be taken out of Line Item # 101-4700-780-7203. Below you will find a summary of the travel expenses:

Certified Building Official- Building Codes & Standards	\$995.00
Exam Fee.....	\$116.00
Per Diem	\$825.00
Total Cost.....	\$1,936.00

TONITA GURULE-JIRON
Councilor, Ward 1

VINCE HOWELL
Councilor, Ward 2

JOSEPH "JOEY" HERRERA
Councilor, Ward 3

DAVID L. ROMERO
Councilor, Ward 4

Seminars for ICC* Inspectors / Contractors

We offer Inspector/Professional Certification seminars in various locations throughout the Western & Central United States. These week long courses thoroughly cover questions asked on the ICC* Inspector/Professional Certification Examinations, as well as the ICC* Contractor Examinations.

As more cities and states are requiring their inspectors to become certified and contractors to be licensed, the importance of passing these examinations the first time is crucial!

Full-Time School in Englewood (Denver), Colorado

WE WILL BE CLOSED OCTOBER 19TH THROUGH OCTOBER 31ST DURING OUR SEMINARS.

For Inspector, Electrician, General Contractor and Plumber exam preparation, we offer classroom courses in Englewood, Colorado to fit your schedule.

Classes at our full-time school offer the further advantage of having up to 2 months to complete your courses and instructors are always available for one-on-one tutoring.

Courses consist of:

- Several up-to-date practice exams
- Referencing to help you learn your code book cover to cover
- One-on-one tutoring
- A recommended 32 to 60 hours of classroom time

Guaranteed-Pass Policy

Over 95% of our students pass the first time.

We guarantee that you will pass our courses: After completing the course, if you do not pass the exam, you may return and re-study at no additional charge until you pass.

Certified Building Official Examinations (continued)

The 01 Legal/Management Module and the 02 Technology Modules may only be taken by candidates who began the CBO program by taking and passing the 01 or 02 modules prior to January 1, 2015. New candidates wishing to participate in the CBO program will be required to take the MM, MG, and BC modules.

02 Technology Module

75 multiple-choice questions
Exam fee: \$116
Open book—2-hour time limit

Content Area	% of Total	References
Architectural Plan Review	34%	1. 2012 <i>International Building Code</i> ® ✓ Store ID: (soft-cover) 3000S12; (M) \$98; (N) \$131
Structural Plan Review	13%	Store ID: (loose-leaf) 3000L12; (M) \$111; (N) \$148
Building Systems Plan Review	16%	2. 2012 <i>International Fire Code</i> ® ✓ Store ID: (soft-cover) 3400S12; (M) \$80.25; (N) \$107 Store ID: (loose-leaf) 3400L12; (M) \$89.25; (N) \$119
Field Inspection	37%	3. 2012 <i>International Mechanical Code</i> ® ✓ Store ID: (soft-cover) 3300S12; (M) \$60; (N) \$80 Store ID: (loose-leaf) 3300L12; (M) \$69.75; (N) \$93
Please note: Individuals currently certified as either ICC Combination Inspector or ICC Combination Plans Examiner are not required to pass the technology examination to obtain the ICC CBO certification.		4. 2012 <i>International Plumbing Code</i> ® ✓ Store ID: (soft-cover) 3200S12; (M) \$63; (N) \$84 Store ID: (loose-leaf) 3200L12; (M) \$73.50; (N) \$98
Candidates that complete one of the two examinations (Technology or Legal/Management Modules) have two years to complete certification.		5. 2012 <i>International Energy Conservation Code</i> ® ✓ Store ID: (soft-cover) 3800S12; (M) \$33; (N) \$44
		6. 2012 <i>International Residential Code</i> ® ✓ Store ID: (soft-cover) 3100S12; (M) \$91.50; (N) \$122 Store ID: (loose-leaf) 3100L12; (M) \$107; (N) \$143
		7. ICC/ANSI A117.1-2009 <i>Standard on Accessible and Usable Buildings and Facilities</i> ® ✓ Store ID: (soft-cover) 9033S09; (M) \$36.95; (N) \$46
		8. 2011 <i>National Electrical Code</i> ✓ Store ID: (soft-cover) 5000S11; (M) \$65; (N) \$73
Total	100%	Store ID: (loose-leaf) 5000L11; (M) \$69.95; (N) \$84.95

Books 100%!

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 11/6/15

DEPT: Community Development

MEETING DATE: 11/18/15

ITEM/TOPIC:

Request to award Request for Proposals (RFP) #2016-12 for graphic design and promotional services to Cisneros Design, Inc.

ACTION REQUESTED OF COUNCIL:

Approval/Disapproval of Request to award Request for Proposals (RFP) #2016-12 for graphic design and promotional services to Cisneros Design, Inc.

BACKGROUND/RATIONALE:

The City of Las Vegas has completed Phase I of Las Vegas' branding/marketing process, having worked with North Star Destination Strategies to complete a comprehensive marketing study and branding package that resulted in the tagline "New Adventures Down Old Trails." Phase II of this process involves bringing the new brand to life utilizing the services of a professional graphic design firm.

The City of Las Vegas Community Development Department issued RFP #2016-12 on August 20, 2015, requesting graphic design and promotional services. RFP #2016-12 closed on September 29, 2015; eight (8) proposals were received and were reviewed and ranked by a committee representative of the City of Las Vegas, City of Las Vegas Marketing Committee and San Miguel County. Three (3) were selected for presentations and were ranked and reviewed by the committee.

STAFF RECOMMENDATION:

Approval

COMMITTEE RECOMMENDATION:

N/A

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



SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:



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



**ELMER J. MARTINEZ
CITY MANAGER**

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

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

**DAVE ROMERO
CITY ATTORNEY**

REQUEST FOR PROPOSAL GRAPHIC DESIGN

October 9, 2015

	AV	DR	RU	TOTALS
Cisneros Design	73	90	81	244
Elliot Marketing	56	38	54	148
Griffin & Associates	70	88	63	221
HK Advertising	71	90	78	239
Real Time Solutions	53	72	62	187
Rinse Design	65	84	68	217
Sara Technologies Inc.	44	54	58	156
Wilson Binkley Advertising & Marketing	58	60	68	186

October 26, 2015

	AV	JC	RU	TOTALS
Cisneros Design	96	84	100	280
Griffin & Associates	80	62	95	237
HK Advertising	72	59	94	225

REQUEST FOR BIDS

The City of Las Vegas, New Mexico will open Sealed Bids at 2:00 p.m., September 29, 2015, at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

GRAPHIC DESIGN AND PROMOTION SERVICES

The PROPOSAL FORMS AND TECHNICAL SPECIFICATIONS may be examined at the following location: City Clerk's Office, 1700 N. Grand Ave. Las Vegas, NM 87701

Copies of the PROPOSAL FORMS AND TECHNICAL SPECIFICATIONS may be obtained at the office of: City Clerk's Office, 1700 N. Grand Ave. Las Vegas, NM 87701

Mailed proposals should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked: GRAPHIC DESIGN AND PROMOTION SERVICES, RFP No. 2016-12; on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the Offeror to see that their proposal is delivered to the City Clerk by the date and time set for the proposal request. If the mail or delivery of proposal request is delayed beyond the opening date and time, bid thus delayed will not be considered. Proposals will be reviewed at a later date with possible negotiations to follow.

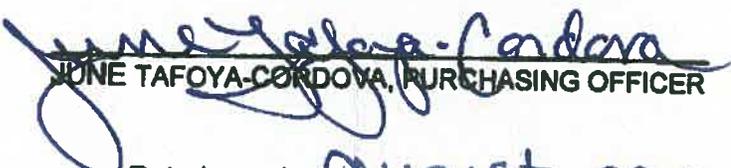
The City of Las Vegas reserves the right to reject any/or all bids submitted.

CITY OF LAS VEGAS,


ELMER MARTINEZ, CITY MANAGER


CASANDRA FRESQUEZ, CITY CLERK


ANN M. GALLEGOS, FINANCE DIRECTOR


JUNE TAFOYA-CORDOVA, PURCHASING OFFICER

Opening No. 2016-12

Date Issued: August 20, 2015

Published: LAS VEGAS OPTIC August 28, 2015
www.lasvegasnm.gov

OFFEROR INFORMATION

OFFEROR _____

AUTHORIZED AGENT _____

ADDRESS _____

PHONE _____

FAX _____

DELIVERY _____

STATE PURCHASING RESIDENT CERTIFICATION NO. _____

NEW MEXICO CONTRACTORS LICENSE NO. _____

SERVICE(S) GRAPHIC DESIGN AND PROMOTION SERVICES

THE CITY OF LAS VEGAS RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS AND TO WAIVE ANY TECHNICAL IRREGULARITY IN THE FORM.

AFFADAVIT FOR FILING WITH COMPETITIVE PROPOSAL

STATE OF _____

COUNTY OF _____

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

Signature

Subscribed and sworn to before me, this _____ day of _____, 2015.

(SEAL)

Notary Public Signature

My Commission Expires: _____

DESCRIPTION

The State of New Mexico launched its New Mexico True campaign in 2011 and has become a driving force in bringing new tourism dollars to the state. The City of Las Vegas ("City") recognizes the success of this campaign and, through an eighteen month branding process, has worked to create a brand concept that complements the State's efforts; however, provides a unique look and feel that is specific only to Las Vegas. The completed brand package includes market research data, a written concept, strap-line, logo and sample deliverables, to include possible merchandise, maps, pole banners, etc.

The City is requesting qualifications based proposals for graphic design and promotional services to take Las Vegas' strap-line, *New Adventures Down Old Trails*, and other corresponding brand elements, to the next level through a comprehensive and cohesive tourism marketing campaign. Offerors should have an Art Director and a minimum of two (2) Graphic Designers on staff, as well as an Account Manager that will serve as the predominant contact for the City.



ABOUT LAS VEGAS

The City of Las Vegas is located in San Miguel County, New Mexico, in the north eastern region of the state. With a population of approximately 13,000, Las Vegas encompasses 7.5 miles of rich culture and history, to include 900+ buildings on the National Historic Register. The following excerpt from Las Vegas' brand story helps paint a visual picture of what Las Vegas has to offer:

There's a place in New Mexico crisscrossed with the literal and figurative trails, adventures, and stories of the authentic Old West. Like the scars on the faces of the infamous outlaws who earned their notoriety here, these trails are imprinted with a colorful past that is the stuff of legends.

Today, in this still unvarnished land of legend and lore, visitors are forging new adventures down these old trails, creating legends of their own on the very ground where the West began and history was made.

Welcome to Las Vegas, New Mexico, at one time the largest city on the Santa Fe Trail and the first major stop on the journey to the Wild West. Here, where the mountains meet the plains a confluence of cultures, ethnicities and traditions emerged. And in that confluence a mosaic of colorful people made their mark resulting in stories that stir the imagination.

Because Las Vegas and the surrounding landscape has preserved so much authenticity, it doesn't take much for the modern visitor to let their imagination wander back more than 100 years. To weary travelers on the rutted trail taking refuge in this wild trading post. To the Comanche, Apache and Pueblo Indians

hunting in the tall grasses and living a tentative, uneasy truce with the pioneer traders. Or to the notorious outlaws like Paula Angel or Vicente Silva and his Society of Bandits earning their reputation as the cruelest gang in all of the West. Other desperados who frequented the Las Vegas of old were Doc Holliday, Big Nose Kate, Jesse James, Billy the Kid and Wyatt Earp. In the streets and hills of Las Vegas, there were a record number of hangings and gun fights . . . testament to the lawlessness of the day.

But outlaws weren't the only Wild West inhabitants of old Las Vegas. Teddy Roosevelt's Rough Riders regiment (the first Volunteer Cavalry Regiment of the Spanish-American War) named Las Vegas their official reunion home. The first reunion was held in 1899, bringing that sense of history to the present day. And, connecting with the desire for freedom that drove the original Rough Riders, Las Vegas is now home to an annual Rough Rider Motorcycle Rally welcoming thousands of visitors and their bikes to celebrate the spirit of this special place.

Visit Las Vegas today and you'll enjoy a unique downtown experience with more than 900 buildings on the National Historic Register including adobe structures, grand Italianate homes, and historic hotels, like the newly renovated Castaneda Hotel and El Fidel Hotel. The traditional Spanish Plaza features the Plaza Hotel where old wood floors and antique facades take you back in time to discover what an overnight stay would have been like over 100 years ago. You may even be greeted by rumored ghosts that wander its historic halls. Bridge Street is anchored at one end by Highlands University and the other by the Plaza and offers visitors newer shops, restaurants, and even art galleries. And if learning more about the passionate past of this destination is your mission, the City of Las Vegas Museum and Rough Rider Memorial Collection offers an in-depth peek at the city's history. So whether a visitor is in the mood for the old West or New Mexico, downtown Las Vegas allows you to explore both paths.

True to its focus on preserving its heritage and representing its many distinct cultures, Las Vegas has been designated a New Mexico Arts & Culture District. Ethnic artists are on view in the shops and galleries in town. Restaurants – often housed in historic buildings – offer up authentic cuisine featuring the renowned New Mexico red and green sauces (you can almost imagine dining next to an infamous outlaw or famed dignitary). The sounds of live local music drift over from the bandstand while for 126 years the famous Fourth of July Fiesta has been attracting visitors from all over the region interested in celebrating independence with the indigenous food, music and dance representative of the Spanish and Mexican cultures that define this town.

History buffs and nature lovers alike will want to wander out from the downtowns to pick up the still-visible wheel ruts of the wagons headed westward on the Santa Fe Trail. Partial ruins of adobe structures near Fort Union National Monument mark where the two branches of the Santa Fe Trail intersected and provide a fascinating glimpse into another place and time.

In fact, so much about Las Vegas and San Miguel County feels true that it is a favorite location of Hollywood movie makers looking to embody the western spirit. Here you can find the pristine rugged beauty of the western plains, the eclectic architectural styles reflective of the region's heritage and a carefully preserved authenticity of character. No wonder classics like Easy Rider, All the Pretty Horses, Wyatt Earp and No Country for Old Men found their visual persona here.

And, as a fascinating contrast to all this unvarnished history, the beautiful United World College glows in the hills, a testament to the power of education, diversity and global connections. Visitors can visit Montezuma's Castle or even see the Dwan Light Sanctuary showcasing light prisms in the apses and ceiling, creating beautiful rainbows. Surrounded by serenity and beauty you can't help but ponder the ironies of a prestigious international high school educating the world's future leaders in the same hills that once entertained weary travelers looking for refreshment or famous dignitaries hoping for a place to rest for an evening.

Recreational enthusiasts will also enjoy new adventures down old trails . . . sometimes literally! Throughout San Miguel County, in the starkly breathtaking beauty of the surrounding "vegas", adventurers can hike and bike in the Pecos Wilderness, bird watch at the Las Vegas National Wildlife Preserve; take to the hills on horseback, or fish and play golf. Nearby hot springs offer a way to relax after your days of adventure. And at night, in the clear skies of the open plains, a blanket of stars shines down on the town adding mystery and romance to your adventures. Looking up into all that timeless wonder, you'll be reminded that these are the same stars that once watched over the pioneers, heroes and outlaws of Las Vegas in its Wild West days.

That's Las Vegas. The nation's first wild town. A testament to the character and grit of the unvarnished old West and an embodiment of the spirit, natural beauty and cultural diversity of today's New Mexico.

Old West and New Mexico. New adventure down old trails. It's all waiting right here for you.

SCOPE OF WORK

The Scope of Work is heavily weighted in graphic design, creative development and production; however, will also include distribution, media placement and ongoing brand stewardship. Brand stewardship may include oversight of industry brand adoption and ensuring cooperative advertising partners meet the brand standards.

Market Research:

- Target market research and recommendations

General Graphic Design:

- Tourism specific graphic design services that may include brochures, maps, pole banners, wayfinding signage, billboards, brand merchandise, custom illustrations/graphics, etc.

Website Re-skin/Improvements:

- Complete re-skin of City's tourism website www.visitlasvegasnm.com
- Improvements to the usability and visibility of the comprehensive event calendar
- Integration of interactive components, such as Trail Tour app
- Search Engine Optimization

Las Vegas Trail Tour App:

- Develop an interactive tourism trail app (e.g. Chile Trail, Trout Trail, Brew Trail, Film Trail, Ghost Trail, Bike Trails, etc.)

Special Events:

- Provide graphic design services for specified Las Vegas events (promotional posters, print/digital ads, etc.)

Reporting:

- Offeror will be supervised by, and will report directly to, the City of Las Vegas Community Development Department and may be asked to present periodically to the City's Marketing Advisory Committee.

CONTENT, FORMAT AND SUBMITTAL OF PROPOSALS

Proposals must provide information to address the ranking criteria listed hereinafter. Proposal should be concise and demonstrate understanding of the project, experience in related projects, experience of personnel (include resumes), equipment available to perform the work, technical approach to the project, and three references from other clients (tourism specific is preferred). In addition, Offeror must submit at least five (5) work samples of print design, and at least three (3) work samples of website design (include a website URL with accessible online design portfolio).

The submitted proposal must not exceed ten (10) pages including any title page, index and/or transmittal letter (this does not include the required portfolio print and web examples).

Six (6) copies of the proposal, including one (1) original, must be delivered to the City Clerk of the City of Las Vegas, 1700 North Grand Avenue, Las Vegas, NM 87701, no later than 2:00pm on September 29, 2015.

Sealed proposal envelopes shall be clearly marked "Graphic Design and Promotional Services" RFP 2016- 12 on the outside of the envelope. Failure to comply with these requirements shall result in rejection of the proposal.

CRITERIA/RANKING

The City of Las Vegas will utilize a technical advisory team made up of City staff, Lodgers Tax Advisory Board Members, Marketing Advisory Committee Members and community members to evaluate the proposals submitted. All proposals shall be reviewed for compliance with the mandatory requirements as stipulated within this Request for Proposals. Proposals found not to be in compliance will be rejected without further consideration. Proposals which are not rejected will then be evaluated based upon the following weighted values:

1. ***Experience of the Offeror, Specialized Services and Technical Competence - 25%***
Experience in tourism marketing, graphic design, web design/implementation and app design/implementation
2. ***Capacity and Capability - 15%***
Capacity and capability to perform assignments on short notice, timely basis, and to meet time frame set by the City
3. ***Past Record of Performance - 15%***
Past performance record on similar project assignments (Must include a minimum of three (3) references)
4. ***Familiarity with the City of Las Vegas - 5%***
5. ***Las Vegas/San Miguel County Based Business - 5%***

6. **Approach to the Project - 10%**
Briefly describe its approach to the Scope of Work
7. **Approach to Communicating with the City - 5%**
Briefly describe their approach to communicating with the City
8. **Personnel Qualifications - 15%**
Key personnel should be identified with a summary of their experience (Include resumes)
9. **Current Volume of Work being done for the City - 5%**
If an Offeror has other contracts with the City that are not at least 75% complete, that would be taken into account in ranking the proposal (on the basis that the Offeror would be too busy to get the current work done)

It is anticipated that the team will meet at the end of September 2015 at City Hall, City of Las Vegas, for the purpose of ranking the proposals. The Advisory Team may, but is not required to, ask the top proposers to make an oral presentation at a time and place to be determined. It is anticipated that the final rankings and recommendation will be presented to the City Council at a regular work session in October 2015, TBA, at City Hall, City of Las Vegas, 1700 North Grand Avenue, Las Vegas, New Mexico 87701.

CONTACT

For questions regarding this RFP, contact:

Annette Velarde
Event Planner/Film Liaison
City of Las Vegas
505-454-1401 x3277
amvelarde@ci.las-vegas.nm.us

STANDARD PROPOSAL CLAUSES

Awarded Proposal: Awarding of Proposal shall be made to the responsible Offeror whose proposal best meets the specifications. A multi-term contract for a period not to exceed four years, renewable annually, may be considered. The City reserves the right to reject any or all Proposals submitted. The City reserves the right to make multiple awards on Professional Services proposals. All contracts shall be presented to the Governing Body for approval.

Timetable: Proposals pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, on or before 2:00 pm, Wednesday, September 9, 2015, at which time all proposals received will be opened. The opening will occur at the City Offices. Awarding of proposal is projected for October 2015. The successful Offeror will be notified by mail.

Envelopes: Sealed proposal envelopes shall be clearly marked on the lower left-hand corner, identified by Graphic Design and Promotional Services. Failure to comply with this requirement may result in the rejection of the submitted proposal.

Bribery and Kickback: The Procurement Code of New Mexico (Section 13-1-28 through 13-1-199 N.M.S.A. 1978) impose a third degree felony penalty for bribery of a public official or public employee. The New Mexico Criminal Statutes (Section 30-4-1 N.M.S.A. 1978) states that it is a third degree felony to commit offense of demanding or receiving a bribe by a public official or public employee, and (Section 30-24-2 N.M.S.A. 1978) states that it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. In addition, (Section 30-41-1 through 30-41-3 N.M.S.A. 1978) states that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

Responsibility of the Offeror: At all times it shall be the responsibility of the Offeror to see that their proposal is delivered to the City Clerk by the Date and Time scheduled for opening. If the mail or delivery of said proposal is delayed beyond the scheduled opening date and time, set proposal thus delayed will not be considered.

Non-Collusion: In signing the proposal and affidavit, the Offeror certifies that he/she has not, either directly or indirectly entered into action of restraint of free competition in the connection with the submitted Proposal.

Clarification of Proposal: Offeror requiring clarification or interpretation of the proposal specifications shall make a written request to the Community Development Department at least five (5) days prior to the scheduled proposal opening date, with a copy forwarded to the Finance Department. Any interpretations, corrections, or changes (not part of the negotiation stage) of said proposal specifications shall be made by "ADDENDUM" only, including any opening date or time change. Interpretations, corrections, or changes of said proposal made in any other manner (before opening and negotiation stage) will not be binding and Offeror shall not rely upon such interpretations, corrections, and changes.

Modification or Withdrawal of Proposal: A Proposal may not be withdrawn or cancelled by the Offeror following the scheduled opening date and time; the Offeror does so agree in submitting their proposal. Prior to the scheduled time and date of opening, proposals submitted early may be withdrawn, but may not be re-submitted.

Application of Preference: Pursuant to (Section 13-1-21 and 13-1-22 N.M.S.A. 1978) any New Mexico resident business or resident manufacturer who wishes to receive the benefit of an "Application of Preference" must provide their Certification Number (issued by N.M. State Purchasing) with their proposal on the "OFFEROR INFORMATION/AFFIDAVIT" form.

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

Federal Tax ID Number _____

Social Security Number _____

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

New Mexico (CRS) Tax Identification Number _____

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

Special Notice: Proposal will be opened and all submitted copies will be checked for accuracy of specific number of copies requested. Any price or other factors of the submitted proposals will not be read out loud to anyone in attendance at the proposal opening. All factors of the submitted proposal are not public record to other Offerors or interested parties before the negotiation or awarding process. The Community Development Department will evaluate all proposals submitted according to the evaluation criteria indicated in the proposal specifications.

Negotiation: Pursuant to the City of Las Vegas Purchasing Rules and Regulations (section 6.7), discussions or negotiations may be conducted with a responsible Offeror who submits an acceptable or potentially acceptable proposal.

Contract: When the City issues a Purchase Order in response to an awarded proposal, a binding contract is created, unless a specific contract has been created.

Taxes: Bidder must pay all applicable taxes. If the Offeror is from outside the City of Las Vegas, the successful Offeror must pay Gross Receipts Tax in the City of Las Vegas. The successful Offeror will be required to obtain a Business Registration/License from the City of Las Vegas prior to commencing any project within the City limits.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

The following definitions apply:

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

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s): _____

Nature of Contribution(s): _____

Purpose of Contribution(s): _____

(The above fields are unlimited in size): _____

Signature

Date

Title (position)

-OR-

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

Signature

Date

Title (Position)

EVALUATION SHEET

OFFERORS:

Proposal must address each of the following criteria.

EVALUATOR: _____

DATE: _____

RATING SHEET FOR:

Graphic Design and Promotional Services

Offeror: _____

ITEM	POSSIBLE POINTS	POINTS AWARDED
RFP - Graphic Design and Promotional Services		
1. Experience of the Offeror, Specialized Services and Technical Competence	<u>25</u>	
2. Capacity and Capability	<u>15</u>	
3. Past Record of Performance	<u>15</u>	
4. Familiarity with the City of Las Vegas	<u>5</u>	
5. Las Vegas/San Miguel County Based Business	<u>5</u>	
6. Approach to the Project	<u>10</u>	
7. Approach to Communicating with the City	<u>5</u>	
8. Personnel Qualifications	<u>15</u>	
9. Current Volume of Work being done for the City	<u>5</u>	
SUBTOTAL PLANNING & DESIGN SERVICES	<u>100</u>	

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 11/6/15

DEPT: Community Development

MEETING DATE: 11/18/15

ITEM/TOPIC:

Resolution No. 15-55 requesting application to the New Mexico Historic Preservation Division for a Certified Local Government Grant for the amount of \$10,000.00 to address immediate concerns at the Old City Hall/Former PD building, located at the corner of 6th and University.

ACTION REQUESTED OF COUNCIL:

Approval/Disapproval of Resolution No. 15-55 requesting application to the New Mexico Historic Preservation Division for a Certified Local Government Grant for the amount of \$10,000.00 to address immediate concerns at the Old City Hall/Former PD building, located at the corner of 6th and University.

BACKGROUND/RATIONALE:

The City of Las Vegas was designated a Certified Local Government in 1986, which made state and federal preservation funds available on an annual basis. The New Mexico Historic Preservation has issued a Notice of Grant Availability to Certified Local Governments with \$35,000.00 in competitive grant funds available. The City would like to request an amount of \$10,000.00 to address immediate concerns that were identified in the recently completed Preservation Plan and Structural Engineering Report for the Old City Hall Building; this would include guano abatement and infestation prevention services. The City would provide \$3,000.00 in cash match and \$7,017.00 in in-kind match.

STAFF RECOMMENDATION:

Approval

COMMITTEE RECOMMENDATION:

N/A

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



SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:



ALFONSO E. ORTIZ, JR.
MAYOR



ELMER J. MARTINEZ
CITY MANAGER

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

PURCHASING AGENT
(FOR BID/RFP AWARD)

DAVE ROMERO
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)

**CITY OF LAS VEGAS
Resolution No. 15-55**

**A RESOLUTION AUTHORIZING APPLICATION TO THE NEW MEXICO HISTORIC PRESERVATION DIVISION
FOR A CERTIFIED LOCAL GOVERNMENT GRANT (CLG)**

WHEREAS, the City of Las Vegas was designated a Certified Local Government in 1986, and the designation made state and federal preservation funds available on an annual basis; and

WHEREAS, since that time the City of Las Vegas has applied for Certified Local Government grant monies to implement a variety of preservation related projects; and

WHEREAS, the New Mexico Historic Preservation Division has \$35,000 in additional funds available for Certified Local Government communities and has issued a Notice of Grant Availability to Certified Local Governments; and

WHEREAS, the City of Las Vegas Community Development Department recently completed a Structural Assessment/Feasibility Study of the East Las Vegas City Hall (Old City Hall) building under a Certified Local Government Grant and wishes to apply for additional funds to begin addressing the immediate hazards that were identified; and

WHEREAS, the application deadline is October 30, 2015.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF LAS VEGAS that the City of Las Vegas hereby authorizes application to the New Mexico Preservation Division for a Certified Local Government grant.

PASSED, APPROVED and ADOPTED by the governing body at its meeting of _____, 2015.

Mayor Alfonso E. Ortiz, Jr.

ATTEST:

Casandra Fresquez, City Clerk

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 10/30/15

DEPT: Utilities Dept.

MEETING DATE: 11/18/15

ITEM/TOPIC: Resolution No. 15-54 authorizing submission of an application for funding assistance to the United States Environmental Protection Agency Brownfields Program.

ACTION REQUESTED OF COUNCIL: Approval/Disapproval of Resolution No.15-54.

BACKGROUND/RATIONALE: The City of Las Vegas is seeking funding assistance to begin the identification, assessment and clean-up planning of the "Brownfields" that are a part of or adjacent to Gallinas River Park (bounded to the north by Mills Ave. and to the south by Independence Ave.).

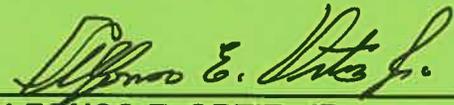
STAFF RECOMMENDATION: Approval of Resolution No. 15-54.

COMMITTEE RECOMMENDATION: This item will be discussed at the regular Utility Advisory Committee meeting on November 10, 2015. Their recommendation will be provided at the Council meeting.

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

FOR KEN GARCIA by 
SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:


ALFONSO E. ORTIZ, JR.
MAYOR


ELMER J. MARTINEZ
CITY MANAGER

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

PURCHASING AGENT
(FOR BID/RFP AWARD)

DAVE ROMERO
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)

Approved to form 1-26-15



UTILITIES DEPARTMENT PROJECT SUMMARY SHEET

PROJECT NAME: Gallinas River Park Brownfields Assessment **PROJECT NUMBER:**

PROJECT DESCRIPTION: Addressing contamination issues as identified within and adjacent to Gallinas River Park, as determined by the United States Environmental Protection Agency and the New Mexico Environment Department. The sampling and determination of contaminants must be under the supervision of a licensed and approved contractor. After areas of contamination are identified and assessed, clean-up planning must be conducted.

ACTION TIMELINE: October 2016 – December 2018

Estimate \$600,000

<u>FUNDING SOURCES</u>	<u>EGRs Estimate</u>	<u>EXPENDITURES To Date</u>	<u>Expenditures in '16</u>
EPA FUNDS \$ 600,000	Design \$00,000	Design \$0.00	Design \$0.00
Total \$ 600,000	Total \$00,000	Total \$0.00	Total \$0.00

LINE ITEM NUMBER: 646-0000-650-TBD

ACTION	DESCRIPTION	DATE
Loan/Grant	NA	NA
Authorized Ordinance	NA	NA
Loan/Subsidy Agreement	NA	NA
Engineering Services Agreement	NA	NA
Bid Document Review	NA	NA
RFB Advertised	NA	NA
RFB Opening	NA	NA
Engineers Recommendation	NA	NA
Committee Recommendation	NA	NA
Council Approval	NA	NA
Notice to Proceed	NA	NA

**CITY OF LAS VEGAS
RESOLUTION NO. 15-54**

AUTHORIZING AND APPROVING THE SUBMISSION OF AN APPLICATION FOR FUNDING AND PROJECT APPROVAL TO THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

WHEREAS, the City of Las Vegas is a qualified entity under the Code of Federal Regulations Title 40 Part 31 and the Governing Body is authorized to request funds for financing of the Brownfields Assessment for benefit of the Borrower and the public; and

WHEREAS, the U.S. Environmental Protection Agency (EPA) has instituted a program for financing of projects identified as "Brownfields", and has developed an application procedure whereby the Governing Body may submit an application ("Application") for financial assistance from the Authority for assessment of identified Brownfields; and

WHEREAS, the Governing Body intends to undertake construction and improvement of the Gallinas River Park for the benefit of the Borrower and its residents; and

WHEREAS the application prescribed by the EPA will be submitted to the EPA for its consideration and review as required as part of the Application.

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

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

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

This resolution shall take effect immediately upon its adoption.

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

Mayor Alfonso E. Ortiz, Jr.

ATTEST:

Casandra Fresquez, City Clerk

APPROVED AS TO LEGAL SUFFICIENCY ONLY

Dave Romero Jr., City Attorney

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 10/30/15

DEPT: Utilities Dept.

MEETING DATE: 11/18/15

ITEM/TOPIC: Award request for bids # 2016-19 for Miox Salt (table grade salt) for the Water Treatment Plant to low bidder DPC Industries.

ACTION REQUESTED OF COUNCIL: Approval/Disapproval to award bid to DPC Industries.

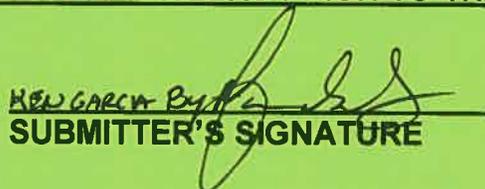
BACKGROUND/RATIONALE: Miox (table grade salt) is required to ensure proper filtration of the water supply. The current price is \$8.38 per 50 pound bag.

Advertised: 10/15/15; Albuquerque Journal, 10/16/15; Las Vegas Optic and City Website
Bid Opening: October 29, 2015
Number of Bidders: 2; DPC Industries, Univar USA, Inc. - \$15.20 per 50 pound bag
Lowest Bidder: DPC Industries
Amount: \$8.75 per 50 pound bag
Budget Line Item: 640-0000-610-7104

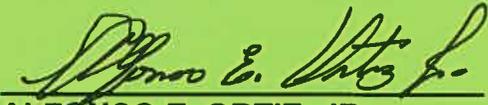
STAFF RECOMMENDATION: Award bid to low bidder DPC Industries.

COMMITTEE RECOMMENDATION: This item will be discussed at the regular Utility Advisory Committee meeting on November 10, 2015. Their recommendation will be provided at the Council meeting.

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


SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:


ALFONSO E. ORTIZ, JR.
MAYOR


ELMER J. MARTINEZ
CITY MANAGER

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

PURCHASING AGENT
(FOR BID/RFP AWARD)

DAVE ROMERO
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)

Approved to form 1-26-15

**CITY OF LAS VEGAS
PROPOSAL/BID OPENING**

DATE: 29-Oct-2015

TIME: 2:00PM

OPENING NO.: 2016-19

DEPARTMENT: UTILITIES/WTP

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

ITEM(S): **REBID MIOX SALT (TABLE SALT GRADE)**

RECEIVED FROM:	AMOUNT	BID BOND	AFFIDAVIT NOTARIZED	CAMPAIGN DISC. FORM
1 Univar 50#	15.205		✓	✓
2 DPC Industries 50#	8.75		✓	✓
3				
4				
5				
6				

COMPANY REPRESENTATIVE	COMPANY NAME
1 <i>Archer G. Willey</i>	DPC Industries, Inc.
2 <i>Anne Gonzalez</i>	CLV
3	
4	
5	
6	
7	
8	
9	
10	

(use other side of form when full)
ORIGINAL PROPOSALS TAKEN BY:
White Kumpke
DATE: 10-29-15

OPENED BY: FINANCE DEPARTMENT
Anne Gonzalez
DATE: 10-29-15

COPIES TAKEN BY:
Bernadette Gold
DATE: 10-29-15

REQUEST FOR BIDS

The City of Las Vegas, New Mexico will open Sealed Bids at 2:00 p.m., October 29, 2015, at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

REBID MIOX SALT (TABLE SALT GRADE)

The BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be examined at the following location: 1700 N. GRAND AVE LAS VEGAS NM 87701

Copies of the BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be obtained at the office of: 1700 N. GRAND AVE LAS VEGAS NM 87701

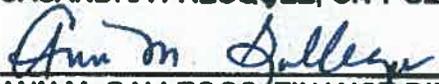
Mailed Bids should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked: MIOX SALT, Opening No. 2016- 19; on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the bidder to see that their bid is delivered to the City Clerk by the date and time set for the bid request. If the mail or delivery of bid request is delayed beyond the opening date and time, bid thus delayed will not be considered. A public opening will be held and any bidder or their authorized representative is invited to attend.

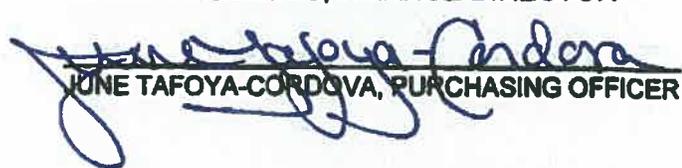
The City of Las Vegas reserves the right to reject any/or all bids submitted.

CITY OF LAS VEGAS,


ELMER J. MARTINEZ, CITY MANAGER


CASANDRA FRESQUEZ, CITY CLERK


ANN M. GALLEGOS, FINANCE DIRECTOR


JUNE TAFOYA-CORDOVA, PURCHASING OFFICER

Opening No. 2016- 19

Date Issued: 10/19 2015

Date Issued: Published:

Albuquerque Journal Oct 15 2015
Las Vegas Optic Oct 16 2015
City website: www.lasvegasnm.gov

STANDARD BID CLAUSES

AWARDED BID

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

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

TIMETABLE

Bids pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, on or before 2:00pm, October 29, 2015 at which time all bids received will be opened. An opening will occur at the City's Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for NOVEMBER, 2015. The successful Bidder will be notified by mail.

ENVELOPES

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

BRIBERY AND KICKBACK

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

NON-COLLUSION

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

RESPONSIBILITY OF BIDDER

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

CLARIFICATION OF BID

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

MODIFICATION OF BID

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

WITHDRAWAL OF BID

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

INSPECTION

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

FEDERAL TAX IDENTIFICATION NUMBER

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

FEDERAL TAX ID NUMBER: _____
SOCIAL SECURITY NUMBER: _____

NEW MEXICO TAX IDENTIFICATION NUMBER

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

NEW MEXICO TAX IDENTIFICATION NO. (CRS): _____

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

COMMERCIAL WARRANTY

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

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

SPECIAL NOTICE

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

DEFAULT

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

BID PROTESTS

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

NON-EXCLUSION

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

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

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

CONTRACT

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

TERMINATION

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

TAXES

Bidder must pay all applicable taxes.

NOTE:

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

CITY OF LAS VEGAS
BID FORM

BID ITEM(S): MIOX SALT

A.	_____	\$	_____
B.	_____	\$	_____
C.	_____	\$	_____
D.	_____	\$	_____
E.	_____	\$	_____
F.	_____	\$	_____
G.	_____	\$	_____
F.	_____	\$	_____
G.	_____	\$	_____
H.	_____	\$	_____
I.	_____	\$	_____
J.	_____	\$	_____
K.	_____	\$	_____
L.	_____	\$	_____
M.	_____	\$	_____
N.	_____	\$	_____
O.	_____	\$	_____
P.	_____	\$	_____
Q.	_____	\$	_____
R.	_____	\$	_____
S.	_____	\$	_____
	TOTAL	\$	_____

The City of Las Vegas Water Department is requesting sealed bids from qualified vendors for the purchase of salt to be used in the City's mixed oxidant make-up and feed system installed at its Water Treatment Plant. This system produces mixed oxidants from the electrolysis sodium chloride brine. Purity requirements for salt purchased under this procurement are as follows:

SALT CONTENT: Minimum NaCl content $\geq 99.5\%$
Maximum Calcium content $\leq 0.03\%$
Maximum Magnesium content $\leq 0.02\%$

ALLOWED ADDITIVES: Sodium Hexametaphosphate (SHMP)

PROHIBITED ADDITIVES: Phosphoric acid and related rust inhibitors, anti-caking agents, detergents, citric acid, and or Yellow Prussiate of Soda (YPS).

Bidders shall include a certified copy of the most current chemical assay for the salt product on which their bid is based with their bid. This assay shall have been performed within twelve (12) months of the date of advertisement for this procurement.

GENERAL REQUIREMENTS:

1. Bid prices to remain firm for a period of one (1) year after date of bid awardment.
2. Salt shipments to be F.O.B., City of Las Vegas Water Filter Plant, Las Vegas, New Mexico 87701. Deliveries to be in palletted 50 lb. sacks. Individual purchases and deliveries to be 10 to 20 tons.
3. Successful bidder to give (1) one week notice to the City of Las Vegas Water Department prior to delivery.
4. Successful bidder agrees to make deliveries within (2) two weeks of notice.

NOTE: The City of Las Vegas Water Department expects to purchase between 40 to 60 tons of salt, as specified, over the course of the year. The City, however reserves the right to adjust the quantity purchased to that which is actually needed for its Water Treatment Plant Operations.



Technical Information

Diamond Crystal® Pellets with Softener Care Additive

DESCRIPTION:

Diamond Crystal® Pellets with Softener Care Additive are composed, pillow-shaped briquettes of sodium chloride which has been manufactured under stringent process control procedures by means of evaporation of raw, uncrystallized brine. The salt is obtained from underground deposits by deep well solution mining.

COMPLIANCE:

Diamond Crystal® Pellets with Softener Care Additive are approved for direct use in regenerating water softener ion-exchange resins by both the Food & Drug Administration and the U.S. Department of Agriculture, and meets the AWWA Standard for Sodium Chloride 520L. It is also certified to AGENSF Standard 68.

ADDITIVES:

Diamond Crystal® Pellets with Softener Care Additive contain Sodium Hexametaphosphate (SHMP), which improves the product's resistance to caking and bridging (U.S. Patent No. 4,992,308). Sodium Hexametaphosphate is GRAS (generally recognized as safe) by the Food & Drug Administration.

APPLICATIONS:

Diamond Crystal® Pellets with Softener Care Additive are intended for use in regenerating ion-exchange resin in both household and commercial water softeners, and can be utilized effectively in all types of water softening units. Under normal use, the specific size, shape, and density of this product resists caking, bridging and clumping to provide excellent permeation and brine formation. The product is virtually 100% water soluble. This eliminates messy tank cleaning, providing efficient operation of the water softening unit.

PACKAGING AND STORAGE:

Diamond Crystal® Pellets with Softener Care Additive are available only in 40lb., 50lb. and 80lb. polyethylene bags for added moisture protection. To improve caking resistance, this product should be stored in a dry, covered area at humidity below 75%.

METHODS OF ANALYSIS:

Methods of analysis are cited from ASTM E 534-98, AWWA 5200-98 and Cargill.

CARGILL SALT
 P.O. Box 5611
 Minneapolis, MN 55440
 1-888-385-7258

NOTICE: All of the above statements, recommendations, suggestions and data are based on our laboratory results, and we believe same to be reliable. Nevertheless, with the exception of data showing an express warranty (such as in the case of products specifically designed for use as nutrient supplements), all such statements, recommendations, suggestions and data heretofore presented are made without warranty, warranty or responsibility of any kind on our part.

OTHER PROPERTIES:

Diamond Crystal® Pellets with Softener Care Additive contain no known allergens, and exhibit virtually no microbiological activity.

CHEMICAL ANALYSIS:

Component	Units	Typical	Specification
Sodium Chloride (NaCl)	%	99.9	99.8 min.
Calcium & Magnesium (as Ca)	ppm	50	-
Sulfate (as SO ₄)	ppm	50	-
Sodium Hexametaphosphate	%	0.05	0.1 max.
Copper (as Cu)	ppm	-	20 max.
Iron (as Fe) (a)	ppm	-	2.0 max.
Water Insoluble (as Ca)	ppm	<1.0	2.0 max.
Water Insoluble	ppm	5	100 max.

(a) by difference of impurities.
 (b) 10°C for 2 hours

STANDARD ANALYSIS:

U.S. Mesh	Opening Inches	Cumulative Recovery	Typical	Specification
16	0.375	99.9	97	95 min.
20	-	-	-	95 min.

Note: Sieve analysis is reported as percent retained.



Certified to
 ANSI/APSP 63

PRODUCING LOCATION: HUTCHINSON, KS
 No. 3402 Revised September 2002

Material Safety Data Sheet

Provided by:
 DPC Industries, Inc. DX Distributors, Inc.
 DPC Enterprises DX Systems Company
 DXI Industries, Inc. DX Terminals

PO Box 24600
 Houston, Tx 77229-4600
 281-457-4888
 www.digroup.com

SECTION 1 - CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

Product Name: SODIUM CHLORIDE
Synonyms: SALT, FLOUR SALT
Chemical Name: SODIUM CHLORIDE

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

Date of Issue: 01/08/01
Revised Date: N/A

SECTION 2 - COMPOSITION INFORMATION ON INGREDIENTS

COMPONENTS	PERCENT	CAS NO.
SODIUM CHLORIDE	99%	7817-14-5

SECTION 3 - HAZARDS IDENTIFICATION

Potential Health Effects

ACGIH - TLI: NOT ESTABLISHED
Eye Contact: CONTACT MAY CAUSE EYE IRRITATION
Skin Contact: FREQUENT OR PROLONGED CONTACT MAY IRRITATE THE SKIN AND CAUSE A SKIN RASH (DERMATITIS).
Ingestion: MAY CAUSE DIGESTIVE TRACT IRRITATION WITH SYMPTOMS INCLUDING NAUSEA, DIARRHEA, VOMITING, AND ABDOMINAL PAIN
Inhalation: MODERATELY IRRITATING TO RESPIRATORY TRACT
Carcinogenicity: NTP NQ IARC NO OSHA NO

SECTION 4 - FIRST AID PROCEDURES

Eye Contact: IMMEDIATELY REMOVE CONTAMINATED CLOTHING OR SHOES. WIPE EXCESS FROM SKIN AND FLUSH WITH PLENTY OF WATER FOR AT LEAST 15 MINUTES. USE SOAP IF AVAILABLE OR FOLLOW BY WASHING WITH SOAP AND WATER. DO NOT REUSE CLOTHING UNTIL THOROUGHLY CLEANED. GET MEDICAL ATTENTION.
Skin Contact: IMMEDIATELY REMOVE CONTAMINATED CLOTHING OR SHOES. WIPE EXCESS FROM SKIN AND FLUSH WITH PLENTY OF WATER FOR AT LEAST 15 MINUTES. USE SOAP IF AVAILABLE OR FOLLOW BY WASHING WITH SOAP AND WATER. DO NOT REUSE CLOTHING UNTIL THOROUGHLY CLEANED. GET MEDICAL ATTENTION.
Inhalation: REMOVE VICTIM TO FRESH AIR AND PROVIDE OXYGEN IF BREATHING IS DIFFICULT. GIVE ARTIFICIAL RESPIRATION IF NOT BREATHING. GET MEDICAL ATTENTION.
Ingestion: DO NOT INDUCE VOMITING. RINSE MOUTH WITH WATER. IF CONSCIOUS, GIVE LARGE QUANTITIES OF WATER OR MILK AND GET IMMEDIATE MEDICAL ATTENTION. NEVER GIVE ANYTHING BY MOUTH TO AN UNCONSCIOUS PERSON.

SECTION 5 - FIRE FIGHTING MEASURES

Flash Point	NONFLAMMABLE
Extinguishing Media	USE MEDIA APPROPRIATE FOR SURROUNDING AREA
Special Firefighting Procedures/Precautions	WEAR SELF-CONTAINED BREATHING APPARATUS AND FULL PROTECTIVE GEAR. STAY UPWIND AND KEEP OUT OF LOW AREAS

SECTION 6 - ACCIDENTAL RELEASE MEASURES

For Spill:	AVOID INHALATION OF DUST. SWEEP UP MATERIAL AND PLACE IN CONTAINERS FOR DISPOSAL. PREVENT MATERIAL FROM ENTERING WATERWAYS OR SEWERS.
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SECTION 7 - HANDLING AND STORAGE

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

AVOID GENERATION OF DUSTS AND MISTS

SECTION 8 - EXPOSURE CONTROLS/PERSONAL PROTECTION

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

SECTION 9 - PHYSICAL AND CHEMICAL PROPERTIES

Boiling Point (°F):	2575	Vapor Pressure (mmHg):	1 (@1589 F)
Freezing Point (°F):	NOT APPLICABLE	Vapor Density (Air=1):	NOT APPLICABLE
Solubility (H₂O):	SOLUBLE	Specific Gravity (H₂O=1):	2.165
pH :	7	Evaporation Rate:	NOT DETERMINED
Appearance/Odor:	COLORLESS OR WHITE CRYSTALS WITH NO APPRECIABLE ODOR		

SECTION 10 - STABILITY AND REACTIVITY

Chemical Stability:	YES
Incompatible Materials:	WILL REACT WITH STRONG ACIDS AND STRONG OXIDIZING AGENTS.
Decomposition Products:	NONE KNOWN
Hazardous Polymerization:	WILL NOT OCCUR

SECTION 11 - TOXICITY INFORMATION

LD50 ORAL (rat) = 3000 mg/kg
SR04 (rabbit) = 500 mg/24hr

SECTION 12 - ECOLOGICAL INFORMATION

NO DATA AVAILABLE

SECTION 13 - DISPOSAL CONSIDERATIONS

DISPOSE OF WASTE MATERIALS ACCORDING TO ALL FEDERAL, STATE AND LOCAL REGULATIONS

SECTION 14 - TRANSPORT INFORMATION

USA DOT Shipping Name: NOT REGULATED

Hazard Class:

UNNA Number:

Packing Group:

Subsidiary Hazard

Marine Pollutant: NO

SECTION 15 - REGULATORY INFORMATION

CERCLA RQ (lbs): NOT APPLICABLE

SARA Title III Section 312:

Acute Chronic Flammable Sudden Release of Pressure Reactive

SARA Title III Section 313: 10

SARA Extremely Hazardous Substance: 10

HMIS HAZARD RATING

Health: 1	Fire: 0	Reactivity: 0
0 - Least	1 - Slight	2 - Moderate
	3 - High	4 - Extreme

SECTION 16 - OTHER INFORMATION

EPA Pesticide Registration Number: NOT APPLICABLE

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

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

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

DISCLAIMER

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

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

The following definitions apply:

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

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

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(The above fields are unlimited in size) _____

Signature

Date

Title (position)

-OR-

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

Signature

Date

Title (Position)

RECEIVED
OCT 29 2015

REQUEST FOR BIDS

The City of Las Vegas, New Mexico will open Sealed Bids at 2:00 p.m., October 29, 2:00 PM 2015, at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

REBID MIOX SALT (TABLE SALT GRADE)

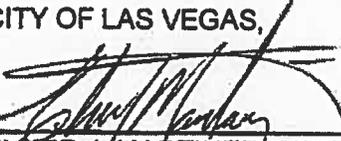
The BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be examined at the following location: 1700 N. GRAND AVE LAS VEGAS NM 87701

Copies of the BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be obtained at the office of: 1700 N. GRAND AVE LAS VEGAS NM 87701

Mailed Bids should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked: MIOX SALT, Opening No. 2016-19; on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the bidder to see that their bid is delivered to the City Clerk by the date and time set for the bid request. If the mail or delivery of bid request is delayed beyond the opening date and time, bid thus delayed will not be considered. A public opening will be held and any bidder or their authorized representative is invited to attend.

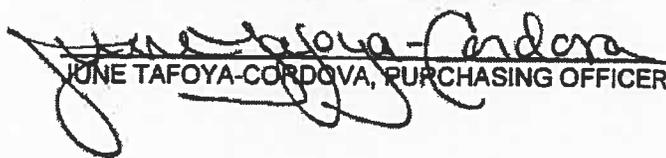
The City of Las Vegas reserves the right to reject any/or all bids submitted.

CITY OF LAS VEGAS,


ELMER J. MARTINEZ, CITY MANAGER


CASANDRA FRESQUEZ, CITY CLERK


ANN M. GALLEGOS, FINANCE DIRECTOR


JUNE TAFUYA-CORDOVA, PURCHASING OFFICER

Opening No. 2016-19

Date Issued: 10/19 2015

Date Issued: Published:

Albuquerque Journal Oct 15, 2015

Las Vegas Optic Oct 16, 2015

City website: www.lasvegasnm.gov

CLARIFICATION OF BID

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

MODIFICATION OF BID

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

WITHDRAWAL OF BID

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

INSPECTION

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

FEDERAL TAX IDENTIFICATION NUMBER

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

FEDERAL TAX ID NUMBER: 75-1481408

SOCIAL SECURITY NUMBER: _____

NEW MEXICO TAX IDENTIFICATION NUMBER

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

NEW MEXICO TAX IDENTIFICATION NO. (CRS): 02-131741-00-0

NON-EXCLUSION

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

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

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

CONTRACT

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

TERMINATION

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TAXES

Bidder must pay all applicable taxes.

NOTE:

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

CITY OF LAS VEGAS
BID FORM

BID ITEM (S): 2016-19 MIOX SALT
SODIUM CHLORIDE

A. <u>SODIUM CHLORIDE (MIOX SALT) 50lb.Bag</u>	\$ <u>8.75 per bag</u>
B. <u>Product meets manufactures specification,</u>	\$ <u>(\$0.1750lb.)</u>
C. <u>and is NSF Certified.</u>	\$ _____
D. <u>Price quoted is FOB City of Las Vegas,</u>	\$ _____
E. <u>Water Filter Plant, Montzuma, NM</u>	\$ _____
F. <u>A 4% Delivery Fee (Fuel Surcharge) is</u>	\$ _____
G. <u>added to the total dollar amount of the</u>	\$ _____
F. <u>material delivered.</u>	\$ _____
G. _____	\$ _____
H. _____	\$ _____
I. _____	\$ _____
J. _____	\$ _____
K. _____	\$ _____
L. _____	\$ _____
M. _____	\$ _____
N. _____	\$ _____
O. _____	\$ _____
P. _____	\$ _____
Q. _____	\$ _____
R. _____	\$ _____
S. _____	\$ _____
TOTAL	\$ _____

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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The following definitions apply:

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

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

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

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

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

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

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

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT BUSINESS CERTIFICATE

Issued to: **DPC INDUSTRIES INC**
DBA: **DPC INDUSTRIES INC**
PO BOX 130410
HOUSTON, TX 77219-0410

Expires: **26-Feb-2018**

Certificate Number:

L1022070736



Demesia Padilla, CPA, Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE



Technical Information

CMF[®] Evaporated Salt

DESCRIPTION:

CMF[®] Evaporated Salt is a food grade, granular, white crystalline sodium chloride manufactured under stringent process control procedures by vacuum evaporation of chemically purified brine. This salt is obtained from under-ground deposits by deep well solution mining.

ORGANOLEPTIC PROPERTIES:

CMF[®] Evaporated Salt has a characteristic saline taste, and may exhibit a slight halogen odor upon warming.

COMPLIANCE:

CMF[®] Evaporated Salt is of food grade quality, complying fully with the standards for Sodium Chloride as set forth in the Food Chemicals Codex. It is approved for direct use in meat and poultry products by the U.S. Department of Agriculture Food Safety and Inspection Service.

ADDITIVES:

CMF[®] Evaporated Salt contains no anti-caking or free-flowing additives or conditioners.

APPLICATIONS:

CMF[®] Evaporated Salt is intended for a variety end-uses, particularly those where alkaline earth metals (e.g., calcium and magnesium) and heavy metals (metallic impurities colored by sulfide) must be kept to a minimum. This product contains less than 50 ppm calcium and magnesium. Food uses include the manufacture of mayonnaise, salad dressing, margarine, conventional churn butter, canning delicate vegetables such as peas, lima beans and tomatoes, and canning high acid and pickled vegetables.

PACKAGING AND STORAGE:

CMF[®] Evaporated Salt is available in 50lb. and 80lb. multiwall kraft containers which incorporate polyethylene film liners for added moisture protection. To improve caking resistance, the product should be stored in a dry, covered area at humidity below 75%.

METHODS OF ANALYSIS:

Methods of analysis are taken from ASTM E 534-98, Cargill and the Food Chemicals Codex 5th Edition.

OTHER PROPERTIES:

CMF[®] Evaporated Salt contains no known allergens, and exhibits virtually no microbiological activity.

CHEMICAL ANALYSIS:

Component	Units	Typical	Specification
Sodium Chloride (dry) ¹	%	99.97	99.95 min.
Calcium & Magnesium (as Ca)	%	0.002	-
Sulfate (as SO ₄)	%	0.01	-
Surface Moisture ²	%	0.03	0.1 max.
Copper (as Cu)	ppm	0.1	0.5 max.
Iron (as free Fe)	ppm	0.5	2.0 max.
Heavy Metals (as Pb)	ppm	<1.0	2.0 max.
Water Insolubles	ppm	25	100 max.

¹By difference of impurities.

²110°C for 2 hours.

SIEVE ANALYSIS:

U.S. Mesh	Opening Inches	Opening Microns	Typical	Specification
30	0.0232	590	10	25 max.
40	0.0165	420	35	-
50	0.0117	300	33	-
70	0.0083	210	16	-
Pan	-	-	5	10 max.

Note: Sieve analysis is reported as percent retained.

BULK DENSITY:

Parameter	Typical	Specification
Pounds per Cubic Foot	80	76 - 84
Grams per Liter	1280	1170 - 1265

Note: Bulk Density is reported as loose (uncompacted).

PRODUCING LOCATION: BREAUX BRIDGE, LA

No. 2012 Revised May 2011

CARGILL SALT

P.O. Box 5621
Minneapolis, MN
55440
1-888 385-7258

NOTICE: All of the above statements, recommendations, suggestions and data are based on our laboratory results, and we believe same to be reliable. Nevertheless, with the exception of data showing an express guaranty (such as in the case of products specifically designed for use as nutrient supplements), all such statements, recommendations, suggestions and data hereinabove presented are made without guaranty, warranty or responsibility of any kind on our part.



UNITED SALT CORP.

Blue Ridge Producing Plant
 5035 McHard Road • Houston, Texas 77053
 Phone: (800) 815-7822
 (713) 877-2688
 Fax: (281) 437-7934

Product Data Sheet

TRU-FLO™ EVAPORATED FOOD GRADE SALT

Typical Chemical Analysis

Constituent	Weight Percent
Sodium Chloride	99.85
Calcium Sulfate	0.15
Insolubles	0.00
Moisture	0.08

Typical Screen Analysis

U.S. Sieve	Opening, Inches	Weight % Retained On
20	0.0331	0.0
30	0.0234	2.3
40	0.0165	45.3
45	0.0139	33.3
50	0.0117	11.4
70	0.0083	6.3
100	0.0059	0.8
-100	<0.0059	0.6

Product

Tru-Flo™ USC Evaporated Food Grade Salt is our high purity salt used in food processing and for human consumption. It is a minimum 99.8% NaCl and contains virtually no insolubles. Our USC food grade products are uniform in crystal size, are fast dissolving, and produce a clear brine. The product meets or exceeds FDA and Food Chemical Codex standards for food grade salt and is annually certified kosher.

Process

The product is made in the vacuum pan evaporating system from saturated brine. The salt is dried and screened for even distribution and fine blending.

Additives

Yellow Prussiate of Soda (YPS): Up to 13 ppm

Trace Elements

Iron (From Yellow Prussiate of Soda): 1.5 ppm

Typical Bulk Density

80 lbs. per cubic foot

Package

The product is packaged in multiwall, polyethylene-lined, moisture-proof, kraft paper bags which are skid resistant.

Packaging				Palletization			
Bag Size (Lbs.)	UPC Code	Dimensions WxLxH	Cube (FP)	Bags/Pallet	Dimensions WxLxH	Gross Wt. (Lbs.)*	Pallet Pattern (Tiers)
25	0-41430-00399-5	10"x23"x2.5"	.3	100	40"x48"x35"	2604	10 tiers of 10
50	0-41430-00397-1	12"x28"x3"	.6	49	40"x48"x32"	2548	7 tiers of 7
80	0-41430-00396-1	16"x28"x4"	1.0	30	40"x48"x32"	2495	6 tiers of 5

*Gross Weight Includes 80# Wood Pallet.

BR0498-399

This information is accurate to the best of our knowledge but is not intended as a specification, and no warranty, expressed or implied, is given.





Safety Data Sheet

1. CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

Product Identifier: **SODIUM CHLORIDE**
Synonyms: Salt, Flour Salt, Sea Salt, Table Salt
Intended use: Water conditioning, Deicing, Food or Animal feed
Uses Advised Against: None known.
Company Identification DPC Industries, Inc.
DPC Enterprises, LP
DXI Industries, Inc.
DX Terminals
PO Box 24600
Houston, TX 77229-4600

Emergency
CHEMTREC (USA) (800) 424-9300
24 hour Emergency Telephone No. (281) 457-4888
www.dxgroup.com

2. Hazard identification of the product

Physical hazards	Not classified.	
Health hazards	Causes serious eye irritation.	Category 5
	May be harmful if swallowed.	Category 4
Label elements Using the Toxicity Data listed in section 11 and 12 the product is labeled as follows. No applicable GHS categories		
Signal Word	Warning	
Hazard Statements	No applicable GHS categories	
Precautionary Statements		
Prevention	Wear protective gloves/protective clothing/eye protection/face protection. Do not eat, drink or smoke when using this product. Wash thoroughly after handling. Avoid release to the environment.	
Response	IF SWALLOWED: Rinse mouth. Contact medical personnel if you feel unwell. IF ON SKIN: Take off immediately all contaminated clothing. Rinse skin with shower/water. Wash contaminated clothing before reuse. If skin irritation or rash, get medical attention. IF INHALED: Remove to fresh air and keep at rest in a position comfortable for breathing. IF IN EYES: Rinse continuously with water for several minutes. Remove contact lenses if present and easy to do - Continue rinsing. If irritation persists, get immediate medical attention.	
Storage	Keep container tightly closed when not in use. Store away from incompatible materials.	
Disposal	Dispose of contents / container in accordance with local / national regulations.	

3. Composition/information on ingredients

Synonyms: Salt, Flour Salt, Sea Salt, Table Salt

Ingredient	CAS Number	Weight %
Sodium Chloride	7647-14-5	99 - 100

Safety Data Sheet

8. Exposure controls and personal protection Occupational exposure limits

CAS No.	Material	Source	Value
7647-14-5	Sodium Chloride	OSHA	No Established Limit
		ACGIH	No Established Limit
		NIOSH	No Established Limit

Individual protection measures, such as personal protective equipment

Respiratory	Use NIOSH/MSHA approved respirator, following manufacturer's recommendations when concentrations exceed permissible exposure limits.
Eyes	Wear safety glasses with side shields or safety goggles to protect the eyes. An eye wash station is suggested as a good workplace practice.
Skin	Chemical resistant clothing such as coveralls/apron boots should be worn. Chemical impervious gloves. Emergency eyewash station should be in close proximity.
Engineering Controls	Provide adequate ventilation. Where reasonably practicable this should be achieved by the use of local exhaust ventilation and good general extraction. If these are not sufficient to maintain concentrations of particulates and any vapor below occupational exposure limits suitable, respiratory protection must be worn.
Other Work Practices	Use good personal hygiene practices. Wash hands before eating, drinking, smoking or using toilet. Promptly remove soiled clothing and wash thoroughly before reuse.

9. Physical and chemical properties

Appearance	White to Opaque Solid
Odor	None
Odor threshold	Not Measured
pH	7 - 8
Melting point / freezing point (°C)	801 C
Initial boiling point and boiling range (°C)	1465 C
Flash Point	Not Flammable
Evaporation rate (Ether = 1)	Not Measured
Flammability (solid, gas)	Not Applicable
Upper/lower flammability or explosive limits	Lower Explosive Limit: Not Applicable Upper Explosive Limit: Not Applicable
Vapor pressure (mmHg)	2.4 (@ 747 C)
Vapor Density	Not Measured
Specific Gravity	2.17
Solubility in Water	Soluble
Partition coefficient n-octanol/water (Log Kow)	Not Measured
Auto-ignition temperature (°C)	Not Measured
Decomposition temperature	Not Measured
Viscosity (cSt)	Not Measured
VOC %	Not Measured

10. Stability and reactivity

Reactivity	Hazardous polymerization will not occur.
Chemical stability	Material is stable under normal conditions.
Possibility of hazardous reactions	None expected under normal processing.
Conditions to avoid	Exposure to air or moisture over prolonged periods.
Incompatible materials	Strong acids. Becomes corrosive to metals when wet.
Hazardous decomposition products	May evolve chlorine gas when in contact with strong acids.

Safety Data Sheet

14. Transport information

Transport hazard class(es)	
DOT (Domestic Surface Transportation)	
DOT Proper Shipping Name:	Not Regulated
DOT Hazard Class	Not Applicable
DOT Label:	None
UN / NA Number:	Not Applicable
DOT Packing Group:	Not Applicable
CERCLA/DOT RQ:	Not Applicable
Environmental hazards:	IMDG: Marine Pollutant: No
Special precautions for user:	Not Applicable

15. Regulatory information

Regulatory Overview:	The regulatory data in Section 15 is not intended to be all-inclusive, only selected regulations are represented. All ingredients of this product are listed on the TSCA (Toxic Substance Control Act) Inventory.	
OSHA REGULATORY STATUS:	This material is considered hazardous by the OSHA Hazard Communication Standard (29 CFR 1910.1200)	
US EPA Tier II Hazards:	Fire:	No
	Sudden Release of Pressure:	No
	Reactive:	No
	Immediate (Acute):	Yes
	Delayed (Chronic):	No
SARA 302 Extremely Hazardous Substance:		No
SARA 311/312 Chemicals :		No
SARA 313 (TRI)		No
CAA Section 112 Hazardous Air Pollutant		No
CAA Section 112R Risk Management Plan		No
State Regulations:	N.J. RTK Substances (>1%)	Not listed
	Penn RTK Substances (>1%)	Not listed
	California Prop 65	Not listed

16. Other information

Revision Information: This is the first revision of this SDS format, changes from previous revision not applicable.

The information and recommendations contained herein are based upon data believed to be correct. However, no guarantee or warranty of any kind, expressed or implied, is made with respect to the information contained herein. We accept no responsibility and disclaim all liability for any harmful effects which may be caused by exposure to our products. Customers/users of this product must comply with all applicable health and safety laws, regulations, and orders.

THE USER IS CAUTIONED TO PERFORM HIS OWN HAZARD EVALUATION AND TO RELY ON HIS OWN DETERMINATIONS.

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

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

COPY



October 29, 2015

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

RE: Invitation to Bid – Miox Salt – 2015 - REBID

To Whom It May Concern:

Univar USA Inc. is pleased to offer a price quote on your ITB due Thursday, October 29, 2015 and has done so on the attached required paperwork.

Our contact information for all things bid and contract related, as well as the information for your local branch, is also attached.

We look forward to hearing the results of your request – we have included a self-addressed, stamped envelope for the bid tabulations.

Thank you,

Michelle Wick

Municipal Specialist
Univar USA Inc.
muniteam@univarusa.com
www.univar.com

Please Note: Seller shall indemnify Buyer for losses to the extent caused by Seller's negligence or breach of contract. Neither party is liable for incidental or consequential damages. Seller's liability is limited to the purchase price of the goods. SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Please Note: Where applicable, any State, Federal or other appropriate taxes and/or the California Mill Assessment will appear as separate line items on any invoices from Univar. If Univar's offer (pricing) was inclusive of these charges – they will be backed out of the "product" line item and shown as their own line item(s) at the time of billing.

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

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

www.univarusa.com



GENERAL INFORMATION

Regular Office Hours during which orders may be placed:

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

In case of an emergency during non-business hours:

For Non-Chemical Emergencies:

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

For Chemical Related Emergencies:

ChemTrec: (800) 424-9300

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

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

Karen Martinez
Michelle Bergal

Sales Support Coordinator
Customer Service

karen.martinez@univarusa.com
michelle.bergal@univarusa.com

For anything pertaining to bids:

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

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

Contacts: muniteam-west@univarusa.com

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

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

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

Remittance Address:

Univar USA Inc.
PO Box 849027
Dallas, TX 75284

Standard Payment Terms:

Net 30 days



UNIVAR USA INC.
AUTHORIZED BID SIGNERS

RESOLUTION

RESOLVED, that the Corporate Secretary shall maintain a list of the agents of this Corporation who are vested with authority to execute in the Corporation's behalf formal, written bids or proposals for the sale of other disposition of products handled by the Corporation. Said list shall be as established initially by the Board of Directors and thereafter, the President, or a Vice President shall have the authority, by written directive to the Corporate Secretary, to add agents to or eliminate agents from said list, and it is further

RESOLVED, that the Corporate Secretary or any Assistant Secretary of the Corporation is authorized to certify this resolution or certify to the name or names of persons on the list maintained by the Corporate Secretary and such certificate will be conclusive evidence of the authority of such person or persons so to act.

END OF RESOLUTION

CERTIFICATION

I, the undersigned, as Corporate Secretary of Univar USA Inc. do hereby certify as follows:

1. That the above resolution was duly adopted by the Board of Directors of said Corporation at a meeting duly held on December 4, 1986, and is in full force and effect.
2. That the list of persons authorized to execute, for an on behalf of this Corporation, written bids or proposals for the sale or other disposition of products handled by this Corporation, as initially established by the Board of Directors and thereafter added to by the President, or a Vice President of this Corporation as follows:

All officers and the following:

Shawnasey McCarthy – Municipal Business Manager
Jennifer Perras – Municipal Specialist
Michelle Wick – Municipal Specialist
Roise Holiday – Municipal Specialist

3. That all of the foregoing persons are authorized to execute bids pursuant to the resolution above referred to.

Dated this 27 day of October, 2013.



Perry T. Kusakabe

Perry T. Kusakabe
Corporate Secretary

Bernalillo County Business License



Whereas, Univar Usa Inc, a resident of Bernalillo County and State of New Mexico, and one of the firm known as Univar USA, INC. has made application for business registration. Said business of Wholesale Chemical Distributor is to carry on at 3301 Edmunds SE, Albuquerque, NM 87102 for a period of 12 months, commencing on 03/15/2015 and ending the 03/15/2016 under the provisions of law in such case made and provided.



In Witness Whereof, I set my hand and affix the seal of the Board of County Commission, in Albuquerque, NM this 3/12/2015.

ZCBL-980036

Bernalillo County Business License Clerk

Request for Taxpayer Identification Number and Certification

Give Form to the
 requester. Do not
 send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) Univar USA Inc.	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	Address (number, street, and apt. or suite no.) 3075 Highland Pkwy Ste 200	
	City, state, and ZIP code Downers Grove, IL 60515-5560	
List account number(s) here (optional)		
Exemptions (see Instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____		
Requester's name and address (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number								
9	1	-	1	3	4	7	9	3

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 2.

Sign Here	Signature of U.S. person ▶ <i>David P. Smith</i>	Date ▶ <i>1/1/2015</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
 Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Univar Inc.	
POLICY NUMBER See Certificate Number: 570056947300		EFFECTIVE DATE	
CARRIER See Certificate Number: 570056947300	NAIC CODE		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	AUTOMOBILE LIABILITY						
B				CA 4806890 Truckers Liability (AOS)	03/01/2015	06/01/2016	Combined Single Limi \$5,000,000
B				CA 4806891 Truckers Liability (MA)	03/01/2015	06/01/2016	
B				CA 4806892 Truckers Liability (VA)	03/01/2015	06/01/2016	
	WORKERS COMPENSATION						
B		N/A		WC1591222 (CA, OH, OR, WA) SIR applies per policy terms & conditions	03/01/2015	03/01/2016	
C		N/A		WC001591221 (FL)	03/01/2015	03/01/2016	
C		N/A		WC012948466 (IL, KY, NC, NH, UT)	03/01/2015	03/01/2016	
C		N/A		WC012948467 (AK, AZ, GA)	03/01/2015	03/01/2016	
C		N/A		WC012948468 (NJ, PA)	03/01/2015	03/01/2016	
	OTHER						
D	Pol'l Legal Liab			PLS6292901	03/01/2015	06/01/2016	occ bed \$500,000

REQUEST FOR BIDS

The City of Las Vegas, New Mexico will open Sealed Bids at 2:00 p.m., October 29, 2015, at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

REBID MIOX SALT (TABLE SALT GRADE)

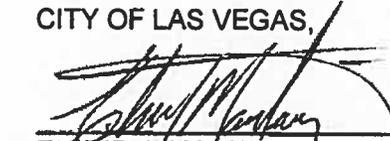
The BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be examined at the following location: 1700 N. GRAND AVE LAS VEGAS NM 87701

Copies of the BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be obtained at the office of: 1700 N. GRAND AVE LAS VEGAS NM 87701

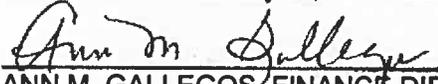
Mailed Bids should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked: MIOX SALT, Opening No. 2016- 19; on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the bidder to see that their bid is delivered to the City Clerk by the date and time set for the bid request. If the mail or delivery of bid request is delayed beyond the opening date and time, bid thus delayed will not be considered. A public opening will be held and any bidder or their authorized representative is invited to attend.

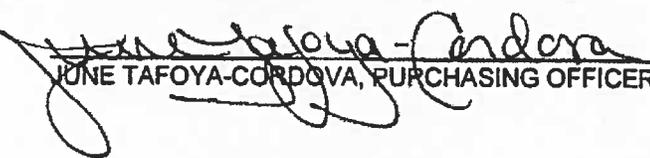
The City of Las Vegas reserves the right to reject any/or all bids submitted.

CITY OF LAS VEGAS,


ELMER J. MARTINEZ, CITY MANAGER


CASANDRA FRESQUEZ, CITY CLERK


ANN M. GALLEGOS, FINANCE DIRECTOR


JUNE TAFOYA-CORDOVA, PURCHASING OFFICER

Opening No. 2016- 19

Date Issued: 10/19 2015

Date Issued: Published:

Albuquerque Journal Oct 15, 2015
Las Vegas Optic Oct 16, 2015
City website: www.lasvegasnm.gov

STANDARD BID CLAUSES

AWARDED BID

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

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

TIMETABLE

Bids pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, on or before 2:00pm, October 29, 2015 at which time all bids received will be opened. An opening will occur at the City's Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for NOVEMBER, 2015. The successful Bidder will be notified by mail.

ENVELOPES

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

BRIBERY AND KICKBACK

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

NON-COLLUSION

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

RESPONSIBILITY OF BIDDER

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

CLARIFICATION OF BID

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

MODIFICATION OF BID

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

WITHDRAWAL OF BID

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

INSPECTION

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

FEDERAL TAX IDENTIFICATION NUMBER

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

FEDERAL TAX ID NUMBER: 91-1347935
SOCIAL SECURITY NUMBER: N/A

NEW MEXICO TAX IDENTIFICATION NUMBER

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

NEW MEXICO TAX IDENTIFICATION NO. (CRS): See Attached

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

COMMERCIAL WARRANTY

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

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

SPECIAL NOTICE

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

DEFAULT

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

BID PROTESTS

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

NON-EXCLUSION

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

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

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

CONTRACT

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

TERMINATION

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

TAXES

Bidder must pay all applicable taxes.

NOTE:

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

BIDDER INFORMATION

BIDDER: Univar USA, Inc.

AUTHORIZED AGENT: Michelle Wick

ADDRESS: 8201 S. 212TH ST. Kent, WA 98032

TELEPHONE NUMBER (253) 872-5084

FAX NUMBER (253) 872-5041

DELIVERY: 3-4 Days

STATE PURCHASING RESIDENT CERTIFICATION NO.: see attached

NEW MEXICO CONTRACTORS LICENSE NO.: _____

BID ITEM (S): REBID MIOX SALT (TABLE SALT GRADE)

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

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF Washington

COUNTY OF King

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

[Signature]
Signature

Subscribed and sworn to before me, this 27 day of October, 2015.

(SEAL)

[Signature]
Notary Public Signature
My Commission Expires: 4/24/19



CITY OF LAS VEGAS
BID FORM

BID ITEM(S): MIOX SALT

A.	<u>Price Per 155.</u>	\$ <u>0.3041</u>
B.	<u>Price Per 50lbs. Bag</u>	\$ <u>15.205</u>
C.	<u>Price Per Ton</u>	\$ <u>608.20</u>
D.	<u></u>	\$ <u></u>
E.	<u></u>	\$ <u></u>
F.	<u></u>	\$ <u></u>
G.	<u></u>	\$ <u></u>
F.	<u></u>	\$ <u></u>
G.	<u></u>	\$ <u></u>
H.	<u></u>	\$ <u></u>
I.	<u></u>	\$ <u></u>
J.	<u></u>	\$ <u></u>
K.	<u></u>	\$ <u></u>
L.	<u></u>	\$ <u></u>
M.	<u></u>	\$ <u></u>
N.	<u></u>	\$ <u></u>
O.	<u></u>	\$ <u></u>
P.	<u></u>	\$ <u></u>
Q.	<u></u>	\$ <u></u>
R.	<u></u>	\$ <u></u>
S.	<u></u>	\$ <u></u>

*49 Bag Minimum Order TOTAL \$ 36,492.00
per 60 Ton

The City of Las Vegas Water Department is requesting sealed bids from qualified vendors for the purchase of salt to be used in the City's mixed oxidant make-up and feed system installed at its Water Treatment Plant. This system produces mixed oxidants from the electrolysis sodium chloride brine. Purity requirements for salt purchased under this procurement are as follows:

SALT CONTENT: Minimum NaCl content $\geq 99.5\%$
Maximum Calcium content $\leq 0.03\%$
Maximum Magnesium content $\leq 0.02\%$

ALLOWED ADDITIVES: Sodium Hexametaphosphate (SHMP)

PROHIBITED ADDITIVES: Phosphoric acid and related rust inhibitors, anti-caking agents, detergents, citric acid, and or Yellow Prussiate of Soda (YPS).

Bidders shall include a certified copy of the most current chemical assay for the salt product on which their bid is based with their bid. This assay shall have been performed within twelve (12) months of the date of advertisement for this procurement.

GENERAL REQUIREMENTS:

1. Bid prices to remain firm for a period of one (1) year after date of bid awardment.
2. Salt shipments to be F.O.B., City of Las Vegas Water Filter Plant, Las Vegas, New Mexico 87701. Deliveries to be in palletted 50 lb. sacks. Individual purchases and deliveries to be 10 to 20 tons.
3. Successful bidder to give (1) one week notice to the City of Las Vegas Water Department prior to delivery.
4. Successful bidder agrees to make deliveries within (2) two weeks of notice.

NOTE: The City of Las Vegas Water Department expects to purchase between 40 to 60 tons of salt, as specified, over the course of the year. The City, however reserves the right to adjust the quantity purchased to that which is actually needed for its Water Treatment Plant Operations.



Technical Information

**Diamond Crystal® Pellets
with Softener Care Additive**

DESCRIPTION:

Diamond Crystal® Pellets with Softener Care Additive are compacted, pillow-shaped briquettes of sodium chloride which has been manufactured under stringent process control procedures by vacuum evaporation of raw, unbrined brine. The salt is obtained from underground deposits by deep well solution mining.

COMPLIANCE:

Diamond Crystal® Pellets with Softener Care Additive are approved for direct use in regenerating water softener ion-exchange resin by both the Food & Drug Administration and the U.S. Department of Agriculture, and meets the AWWA Standard for Sodium Chloride 5700. It is also certified to AHSUNSF Standard 10.

ADDITIVES:

Diamond Crystal® Pellets with Softener Care Additive contain Sodium Hexametaphosphate (SHMP), which improves the product's resistance to caking and bridging (U.S. Patent No. 4992346). Sodium Hexametaphosphate is GRAS (generally recognized as safe) by the Food & Drug Administration.

APPLICATIONS:

Diamond Crystal® Pellets with Softener Care Additive are intended for use in regenerating ion-exchange resin in both household and commercial water softeners, and can be utilized effectively in all types of water softening units. Under normal use, the specific size, shape, and density of this product resists caking, bridging and channeling to provide excellent percolation and brine formation. The product is virtually 100% water soluble. This eliminates messy tank cleaning, providing efficient operation of the water softening unit.

PACKAGING AND STORAGE:

Diamond Crystal® Pellets with Softener Care Additive are available only in 40lb., 50lb. and 80lb. polyethylene bags for added moisture protection. To improve caking resistance, the product should be stored in a dry, covered area at humidity below 75%.

METHODS OF ANALYSIS:

Methods of analysis are taken from ASTM E 531-98, AWWA 5700-98 and Cargill

OTHER PROPERTIES:

Diamond Crystal® Pellets with Softener Care Additive contain no known allergens, and exhibit virtually no microbiological activity.

CHEMICAL ANALYSIS:

Component	Units	Typical	Specification
Sodium Chloride (dry)	%	99.90	99.80 min.
Calcium & Magnesium (as Ca)	ppm	0.03	-
Sulfates (as SO ₄)	%	0.04	-
Surface Moisture ¹	%	0.03	0.1 max.
Copper (as Cu)	ppm	-	0.5 max.
Iron (as free Fe)	ppm	-	2.0 max.
Heavy Metals (as Pb)	ppm	<1.0	2.0 max.
Water Insolubles	ppm	5	100 max.

¹By difference of impurities.
²110°C for 2 hours

SEIVE ANALYSIS:

U.S. Mesh	Opening Inches	Opening Microns	Typical	Specification
1/2	0.500	6350	97	95 min.
75	-	-	3	5 max.

Note: Sieve analysis is reported as percent retained.



Certified to
ANSUNSF 10

PRODUCING LOCATION: HUTCHINSON, KS

No. 3402 Revised September 2002

CARGILL SALT
P O Box 5631
Minneapolis, MN 55440
1-888-365-7258

NOTICE: All of the above statements, recommendations, suggestions and data are based on our laboratory results, and we believe same to be reliable. Nevertheless, with the exception of data showing an express guaranty (such as in the case of products specifically designed for use as nutrient supplements), all such statements, recommendations, suggestions and data heretofore presented are made without guaranty, warranty or responsibility of any kind on our part.

Material Safety Data Sheet

Provided by:

DPC Industries, Inc.
DPC Enterprises
DXI Industries, Inc.

DX Distributors, Inc.
DX Systems Company
DX Terminals

PO Box 24600
Houston, Tx 77229-4600
281-457-4888
www.dgroup.com

SECTION 1 - CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

Product Name: SODIUM CHLORIDE
Synonyms: SALT, FLOUR SALT
Chemical Name: SODIUM CHLORIDE

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

Date of Issue: 01/09/01
Revised Date: N/A

SECTION 2 - COMPOSITION/INFORMATION ON INGREDIENTS

COMPONENTS	PERCENT	CAS NO.
SODIUM CHLORIDE	>98%	7647-14-5

SECTION 3 - HAZARDS IDENTIFICATION

Potential Health Effects

ACGIH - TLV: NOT ESTABLISHED

Eye Contact: CONTACT MAY CAUSE EYE IRRITATION

Skin Contact: FREQUENT OR PROLONGED CONTACT MAY IRRITATE THE SKIN AND CAUSE A SKIN RASH (DERMATITIS).

Ingestion: MAY CAUSE DIGESTIVE TRACT IRRITATION WITH SYMPTOMS INCLUDING NAUSEA, DIARRHEA, VOMITING, AND ABDOMINAL PAIN

Inhalation: MODERATELY IRRITATING TO RESPIRATORY TRACT

Carcinogenicity: NTP NO IARC NO OSHA NO

SECTION 4 - FIRST AID PROCEDURES

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

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

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

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

SECTION 5 - FIRE FIGHTING MEASURES

<i>Flash Point</i>	NONFLAMMABLE
<i>Extinguishing Media</i>	USE MEDIA APPROPRIATE FOR SURROUNDING AREA
<i>Special Firefighting Procedures/Precautions</i>	WEAR SELF-CONTAINED BREATHING APPARATUS AND FULL PROTECTIVE GEAR. STAY UPWIND AND KEEP OUT OF LOW AREAS

SECTION 6 - ACCIDENTAL RELEASE MEASURES

<i>For Spill:</i>	AVOID INHALATION OF DUST. SWEEP UP MATERIAL AND PLACE IN CONTAINERS FOR DISPOSAL. PREVENT MATERIAL FROM ENTERING WATERWAYS OR SEWERS.
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SECTION 7 - HANDLING AND STORAGE

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

AVOID GENERATION OF DUSTS AND MISTS

SECTION 8 - EXPOSURE CONTROLS/PERSONAL PROTECTION

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

SECTION 9 - PHYSICAL AND CHEMICAL PROPERTIES

<i>Boiling Point (°F):</i>	2575	<i>Vapor Pressure (mmHg):</i>	1 (@1588 F)
<i>Freezing Point (°F):</i>	NOT APPLICABLE	<i>Vapor Density (Air=1):</i>	NOT APPLICABLE
<i>Solubility (H₂O):</i>	SOLUBLE	<i>Specific Gravity (H₂O=1):</i>	2.165
<i>pH :</i>	7	<i>Evaporation Rate:</i>	NOT DETERMINED
<i>Appearance/Odor:</i>	COLORLESS OR WHITE CRYSTALS WITH NO APPRECIABLE ODOR		

SECTION 10 - STABILITY AND REACTIVITY

<i>Chemical Stability:</i>	YES
<i>Incompatible Materials:</i>	WILL REACT WITH STRONG ACIDS AND STRONG OXIDIZING AGENTS.
<i>Decomposition Products:</i>	NOT KNOWN
<i>Hazardous Polymerization:</i>	WILL NOT OCCUR

SECTION 11 - TOXICITY INFORMATION

LD50 ORAL (rat) = 3000 mg/kg SIGM (rabbit) = 500 mg/2-lb

SECTION 12 - ECOLOGICAL INFORMATION

HC DATA AVAILABLE

SECTION 13 - DISPOSAL CONSIDERATIONS

DISPOSE OF WASTE MATERIALS ACCORDING TO ALL FEDERAL, STATE AND LOCAL REGULATIONS

SECTION 14 - TRANSPORT INFORMATION

USA DOT Shipping Name: NOT REGULATED

Hazard Class:

UN/NA Number:

Packing Group:

Subsidiary Hazard

Marine Pollutant:

SECTION 15 - REGULATORY INFORMATION

CERCLA RQ (lbs): NOT APPLICABLE

SARA Title III Section 312:

Acute Chronic Flammable Sudden Release of Pressure Reactive

SARA Title III Section 313:

SARA Extremely Hazardous Substance:

HMIS HAZARD RATING

Health: 0 Fire: 0 Reactivity: 0
0 - Least 1 - Slight 2 - Moderate 3 - High 4 - Extreme

SECTION 16 - OTHER INFORMATION

EPA Pesticide Registration Number: NOT APPLICABLE

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

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

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

DISCLAIMER

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

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

The following definitions apply:

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

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

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

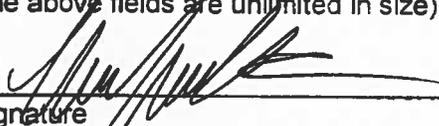
Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(The above fields are unlimited in size) _____



Signature

10-27-15

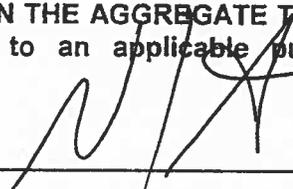
Date

Municipal Specialist

Title (position)

-OR-

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



Signature

Date

Title (Position)



Certificate of Analysis

F112840000G 50Lb Culinox 999 Paper

Univar - Los Angeles
2600 Garfield Ave
Los Angeles CA 90040
USA

15-OCT-2015
NEWARK
Corina Barragan-Perez
Quality Control
05107954531

Page 1/1

749586

Manufacturer:	Morton Salt, Inc.	Morton Batch No.:	NW15281008
Morton Order No.:	5100866553	Manufact. Date:	08-OCT-2015
Cust. Order No.:	LA-830965		
Delivery /-Item No.:	5201829968 / 900005		
Quantity:	98 BAG	Shipping date:	14-OCT-2015

General Information:

This product meets the tolerances for Food Grade Salt as published in the Food Chemical Codex latest edition. It has been manufactured in compliance with all applicable parts of the Good Manufacturing Practice Regulations for foods as set forth in 21 CFR Part 110 and Canadian Food and Drugs Act and Regulations. Product does not contain any of the eleven major food allergens, glutens, or sulfite >10ppm. Product does not contain genetically modified organisms and is not of animal origin. Salt is chemically stable and does not deteriorate over time.

Parameter	Result
Arsenic	<1.0 ppm
Calcium & Magnesium as Calcium	11 ppm
Copper	0.00 ppm
Iron - Free	0.1 ppm
Heavy Metals as Lead	<2.0 ppm
Insoluble Matter (ppm)	20 ppm
Moisture - Surface	0.017 %
Sodium Chloride	99.99 %
Sulfate	0.009 %
Bulk Density (lb/ft3)	73.8 lb/ft3
USS #100 (150µm) Retained	0 %
USS #20 (850µm) Retained	0 %
USS #30 (600µm) Retained	0 %
USS #40 (425µm) Retained	28 %
USS #50 (300µm) Retained	54 %
USS #70 (212µm) Retained	18 %
USS PAN	0 %
Cumulative Passing USS 70	0 %

Shipping Plant: 7380 Morton Avenue , Newark, CA, 94560

SHELF LIFE 10 years

Electronically released by Corina Barragan-Perez Senior QA Lab Technician on 13-OCT-2015

This certificate does not relieve the purchaser from examining the product upon delivery and gives no assurance of suitability of the product for any particular purpose.

MORTON SALT, INC.

Safety Data Sheet

Section 1: Identification of the Substance/Mixture and of the Company/Undertaking

1.1 Product identifier

Product Name

- **Common Salt without Additives**

Synonyms

- All Purpose Natural Sea Salt
- All Purpose Purex Salt
- Bunny Spool (Plain Salt)
- California Pure Coarse Sea Salt
- California Pure Fine Sea Salt
- California Pure Medium Sea Salt
- Canning & Pickling Salt
- Commercial Grade, Water Softening Pellets
- Culinox 999 Chemical Grade Salt
- Culinox 999 Fine Salt
- Culinox 999 Food Grade Salt;
- Evaporated Granulated Salt
- Evaporated Salt Pellets
- Feed Mixing Salt
- Northern Rock, F & R
- Fine Mixing Salt
- Hi-Purity Super Soft Salt Extra Coarse Crystals
- H.G. Blending Salt
- Hay & Stock Salt, F&R
- Industrial Crude Solar Salt
- KD Crude Solar Salt
- KD Industrial Salt
- Klear Fine Salt
- Klear Granulated Salt
- Mill Run Salt
- Natural Coarse Sea Salt
- Northern Fine +20 Rock Salt
- Plain Salt Block
- Plain Salt Brick
- Pool Salt
- Premium Salt Pellets
- Professional's Choice Pool Salt
- PureSun Culinary Crystals
- Purex Salt
- Purex Select Salt
- Reagent Grade Sodium Chloride
- Refined Sea Salt
- Rock Pretzel Salt
- Rock Salt for Making Ice Cream
- Safe-T-Salt (bagged w/o YPS)
- Sea Salt Grinder
- Sea Salt Grinder Refill
- Select Extra Coarse Rock Salt
- Service Pack Salt (all)
- Ship n' Shore Rock Salt
- Solar Salt Water Softening Crystals
- Stock Salt
- USP Sodium Chloride
- Valu-Soft Solar Salt
- Water Softening Salt (Undried) Coarse
- Water Softening Salt (Undried) Extra Coarse
- White Crystal Brine Block (50 lb.)
- White Crystal Rock Salt (all)
- White Crystal Solar Salt (all)
- White Crystal Water Softening Solar Salt (all)

CAS Number • 7647-14-5

Product Code • MSDS Code: 100

1.2 Relevant identified uses of the substance or mixture and uses advised against

Relevant identified use(s) • Food, Chemical and Drug Processing; Pharmaceuticals; Water Conditioning; Ice Control; Chemical Feedstock
– see product data sheets for more information

1.3 Details of the supplier of the safety data sheet

Manufacturer • Morton Salt, Inc.

123 N. Wacker Drive
Chicago, IL 60606
United States

saltinfo@mortonsalt.com

Telephone • 312-807-2000

(General)

1.4 Emergency telephone number

Manufacturer • 312-807-2000

Section 2: Hazards Identification

EU/EEC

According to EU Directive 1272/2008 (CLP)/REACH 1907/2006 [amended by 453/2010]

According to EU Directive 67/548/EEC (DSD) or 1999/45/EC (DPD)

2.1 Classification of the substance or mixture

CLP • Classification criteria not met

DSD/DPD • Classification criteria not met

2.2 Label Elements

CLP

Hazard statements • No label element(s) specifically required

DSD/DPD

Risk phrases • No label element(s) specifically required

2.3 Other Hazards

CLP • According to Regulation (EC) No. 1272/2008 (CLP) this material is not considered hazardous.

DSD/DPD • This product is not considered dangerous under the European Directive 67/548/EEC

United States (US)

According to OSHA 29 CFR 1910.1200 HCS

2.1 Classification of the substance or mixture

OSHA HCS 2012 • Classification criteria not met

2.2 Label elements

OSHA HCS 2012

Hazard statements • No label element(s) specifically required

2.3 Other hazards

OSHA HCS 2012 • This product is not considered hazardous under the U.S. OSHA 29 CFR 1910.1200 Hazard Communication Standard.

Canada

According to WHMIS

2.1 Classification of the substance or mixture

WHMIS • Classification criteria not met

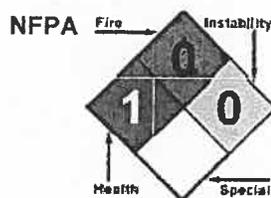
2.2 Label elements

WHMIS • No label element(s) specifically required

2.3 Other hazards

WHMIS • In Canada, the product mentioned above is not considered hazardous under the Workplace Hazardous Materials

2.4 Other information



See Section 12 for Ecological Information.

Section 3 - Composition/Information on Ingredients

3.1 Substances

Non-Hazardous Components					
Chemical Name	Identifiers	%(weight)	LD50/LC50	Classifications According to Regulation/Directive	Comments
Sodium chloride	CAS:7647-14-5 EC Number:231-598-3	> 99%	Ingestion/Oral-Rat LD50 • 3000 mg/kg	EU DSD/DPD: Not Classified - Criteria not met EU CLP: Not Classified - Criteria not met OSHA HCS 2012: Not Classified - Criteria not met	May contain small quantities of naturally occurring calcium and magnesium salts

3.2 Mixtures

- Material does not meet the criteria of a mixture in accordance with Regulation (EC) No 1272/2008.

See Section 11 for Toxicological Information.

Section 4 - First Aid Measures

4.1 Description of first aid measures

- Inhalation** • Move victim to fresh air. Administer oxygen if breathing is difficult. Give artificial respiration if victim is not breathing.
- Skin** • IF ON SKIN: Wash with plenty of soap and water. If skin irritation occurs: Get medical advice/attention.
- Eye** • In case of contact with substance, immediately flush eyes with running water for at least 20 minutes. If eye irritation persists: Get medical advice/attention.
- Ingestion** • If large quantities are swallowed, call a physician immediately.

4.2 Most important symptoms and effects, both acute and delayed

- Refer to Section 11 - Toxicological Information.

4.3 Indication of any immediate medical attention and special treatment needed

- Notes to Physician** • All treatments should be based on observed signs and symptoms of distress in the patient. Consideration should be given to the possibility that overexposure to materials other than this product may have occurred.

Section 5 - Firefighting Measures

5.1 Extinguishing media

- Suitable Extinguishing Media** • Material is non-combustible. In case of fire use media as appropriate for surrounding fire.
- Unsuitable Extinguishing Media** • No data available.

5.2 Special hazards arising from the substance or mixture

- Unusual Fire and Explosion Hazards** • No unusual fire or explosion hazards known.
- Hazardous Combustion Products** • No data available

5.3 Advice for firefighters

- Structural firefighters' protective clothing will only provide limited protection. Wear positive pressure self-contained breathing apparatus (SCBA).

Section 6 - Accidental Release Measures

6.1 Personal precautions, protective equipment and emergency procedures

- Personal Precautions** • Wear suitable protective clothing, gloves, and eye/face protection.
- Emergency Procedures** • Stop leak if you can do it without risk. Keep unauthorized personnel away. Use normal clean up procedures.

6.2 Environmental precautions

- None expected to be necessary if material is used under ordinary conditions and as recommended.

6.3 Methods and material for containment and cleaning up

- Containment/Clean-up Measures** • Carefully shovel or sweep up spilled material and place in suitable container.

6.4 Reference to other sections

- Refer to Section 8 - Exposure Controls/Personal Protection and Section 13 - Disposal Considerations.

Section 7 - Handling and Storage

7.1 Precautions for safe handling

- Handling** • Use good safety and industrial hygiene practices. Wash thoroughly after handling. Keep out of reach of children.

7.2 Conditions for safe storage, including any incompatibilities

- Storage** • Avoid storage with strong acids and strong oxidizing agents.
- Incompatible Materials or Ignition Sources** • Strong oxidizing agents, strong acids.

7.3 Specific end use(s)

- Refer to Section 1.2 - Relevant identified uses.

Section 8 - Exposure Controls/Personal Protection

8.1 Control parameters

- Exposure Limits/Guidelines** • No applicable exposure limits available for product or components.

8.2 Exposure controls

- Engineering Measures/Controls** • Adequate ventilation systems as needed to control concentrations of airborne contaminants below applicable threshold limit values.

Personal Protective Equipment

Pictograms



Respiratory

- In case of insufficient ventilation, wear suitable respiratory equipment.

Eye/Face

- Wear safety glasses.

Skin/Body

- Wear appropriate gloves.

General Industrial Hygiene Considerations

- Do not get in eyes or on skin or clothing. Handle in accordance with good industrial hygiene and safety practice.

Environmental Exposure Controls

- Follow best practice for site management and disposal of waste.

Section 9 - Physical and Chemical Properties

9.1 Information on Physical and Chemical Properties

Material Description			
Physical Form	Solid	Appearance/Description	Colorless to white crystalline or compressed block/pellet.
Color	Colorless to White.	Odor	Odorless
Particulate Type	Dust Crystalline	Particulate Size	Variable
Odor Threshold	Data lacking		
General Properties			
Boiling Point	1413 to 1461 C(2575.4 to 2661.8 F)	Melting Point	801 C(1473.8 F)
Decomposition Temperature	Data lacking	pH	7 Approximately
Specific Gravity/Relative Density	2.165 Water=1	Bulk Density	Variable
Water Solubility	Soluble 0.36 g/cc @ 20 C(68 F)	Viscosity	Not relevant
Explosive Properties	Not relevant.	Oxidizing Properties:	Not relevant.
Volatility			
Vapor Pressure	Not relevant	Vapor Density	Not relevant
Evaporation Rate	Not relevant		
Flammability			
Flash Point	Not relevant	UEL	Not relevant
LEL	Not relevant	Autoignition	Not relevant
Flammability (solid, gas)	Not flammable.		
Environmental			
Octanol/Water Partition coefficient	Not relevant		

9.2 Other Information

- No additional physical and chemical parameters noted.

Section 10: Stability and Reactivity

10.1 Reactivity

- No dangerous reaction known under conditions of normal use.

10.2 Chemical stability

- Stable

10.3 Possibility of hazardous reactions

- Hazardous polymerization will not occur.

10.4 Conditions to avoid

- Incompatible materials.

10.5 Incompatible materials

- Strong oxidizing agents, strong acids.

10.6 Hazardous decomposition products

- Will react with strong acids to generate hydrogen chloride and with strong oxidizing agents to generate chlorine gas.

Section 11 - Toxicological Information

11.1 Information on toxicological effects

Component Name	CAS	Data
Sodium chloride (> 99%)	7647-14-5	Acute Toxicity: ori-rat LD50:3000 mg/kg
GHS Properties		Classification
Acute toxicity		EU/CLP•Classification criteria not met OSHA HCS 2012•Classification criteria not met
Aspiration Hazard		EU/CLP•Classification criteria not met OSHA HCS 2012•Classification criteria not met
Carcinogenicity		EU/CLP•Classification criteria not met OSHA HCS 2012•Classification criteria not met
Germ Cell Mutagenicity		EU/CLP•Classification criteria not met OSHA HCS 2012•Classification criteria not met
Skin corrosion/Irritation		EU/CLP•Classification criteria not met OSHA HCS 2012•Classification criteria not met
Skin sensitization		EU/CLP•Classification criteria not met OSHA HCS 2012•Classification criteria not met
STOT-RE		EU/CLP•Classification criteria not met OSHA HCS 2012•Classification criteria not met
STOT-SE		EU/CLP•Classification criteria not met OSHA HCS 2012•Classification criteria not met
Toxicity for Reproduction		EU/CLP•Classification criteria not met OSHA HCS 2012•Classification criteria not met
Respiratory sensitization		EU/CLP•Classification criteria not met OSHA HCS 2012•Classification criteria not met
Serious eye damage/Irritation		EU/CLP•Classification criteria not met OSHA HCS 2012•Classification criteria not met

Potential Health Effects

Inhalation

Acute (Immediate)

- Under normal conditions of use, no health effects are expected. Inhalation of dust may cause mild irritation to mucous membranes, nose and throat. Symptoms may include coughing, dryness and sore throat.

Chronic (Delayed)

- No data available.

Skin

Acute (Immediate)

- Under normal conditions of use, no health effects are expected.

Chronic (Delayed)

- No data available.

Eye

Acute (Immediate)

- Based upon practical use and experience using this product eye irritation is not expected to occur.

Chronic (Delayed) • No data available.

Ingestion

Acute (Immediate) • Ingestion may cause the following symptoms - diarrhea.

Chronic (Delayed) • No data available.

Key to abbreviations

LD = Lethal Dose

Section 12 - Ecological Information

12.1 Toxicity

• Material data lacking.

12.2 Persistence and degradability

• Material data lacking.

12.3 Bioaccumulative potential

• Material data lacking.

12.4 Mobility in Soil

• Material data lacking.

12.5 Results of PBT and vPvB assessment

• No PBT and vPvB assessment has been conducted.

12.6 Other adverse effects

• No studies have been found.

Section 13 - Disposal Considerations

13.1 Waste treatment methods

Product waste • Dispose of content and/or container in accordance with local, regional, national, and/or international regulations.

Packaging waste • Dispose of content and/or container in accordance with local, regional, national, and/or international regulations.

Section 14 - Transport Information

	14.1 UN number	14.2 UN proper shipping name	14.3 Transport hazard class(es)	14.4 Packing group	14.5 Environmental hazards
DOT	NDA	Not regulated	NDA	NDA	NDA
TDG	NDA	Not regulated	NDA	NDA	NDA
IMO/IMDG	NDA	Not regulated	NDA	NDA	NDA
IATA/ICAO	NDA	Not regulated	NDA	NDA	NDA

14.6 Special precautions for user • None known.

14.7 Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code • Not relevant.

Section 15 - Regulatory Information

15.1 Safety, health and environmental regulations/legislation specific for the substance or mixture

SARA Hazard Classifications

• None

State Right To Know				
Component	CAS	MA	NJ	PA
Sodium chloride	7647-14-5	No	No	No

Inventory						
Component	CAS	Canada DSL	Canada NDSL	China	EU EINECS	EU ELNICS
Sodium chloride	7647-14-5	Yes	No	Yes	Yes	No

Inventory (Con't.)				
Component	CAS	Japan ENCS	Korea KECL	TSCA
Sodium chloride	7647-14-5	Yes	Yes	Yes

Canada

Labor

Canada - WHMIS - Classifications of Substances

•Sodium chloride 7647-14-5 > 99% Uncontrolled product according to WHMIS classification criteria

Canada - WHMIS - Ingredient Disclosure List

•Sodium chloride 7647-14-5 > 99% Not Listed

Environment

Canada - CEPA - Priority Substances List

•Sodium chloride 7647-14-5 > 99% Not Listed

Europe

Other

EU - CLP (1272/2008) - Annex VI - Table 3.2 - Classification

•Sodium chloride 7647-14-5 > 99% Not Listed

EU - CLP (1272/2008) - Annex VI - Table 3.2 - Concentration Limits

•Sodium chloride 7647-14-5 > 99% Not Listed

EU - CLP (1272/2008) - Annex VI - Table 3.2 - Labelling

•Sodium chloride 7647-14-5 > 99% Not Listed

EU - CLP (1272/2008) - Annex VI - Table 3.2 - Notes - Substances and Preparations

•Sodium chloride 7647-14-5 > 99% Not Listed

EU - CLP (1272/2008) - Annex VI - Table 3.2 - Safety Phrases

•Sodium chloride 7647-14-5 > 99% Not Listed

Mexico

Other

Mexico - Hazard Classifications

•Sodium chloride 7647-14-5 > 99% Not Listed

Mexico - Regulated Substances

•Sodium chloride 7647-14-5 > 99% Not Listed

United States

Labor

U.S. - OSHA - Process Safety Management - Highly Hazardous Chemicals

•Sodium chloride 7647-14-5 > 99% Not Listed

U.S. - OSHA - Specifically Regulated Chemicals

•Sodium chloride 7647-14-5 > 99% Not Listed

Environment

U.S. - CAA (Clean Air Act) - 1990 Hazardous Air Pollutants

•Sodium chloride 7647-14-5 > 99% Not Listed

U.S. - CERCLA/SARA - Hazardous Substances and their Reportable Quantities

•Sodium chloride 7647-14-5 > 99% Not Listed

U.S. - CERCLA/SARA - Radionuclides and Their Reportable Quantities

•Sodium chloride 7647-14-5 > 99% Not Listed

U.S. - CERCLA/SARA - Section 302 Extremely Hazardous Substances EPCRA RQs

•Sodium chloride 7647-14-5 > 99% Not Listed

U.S. - CERCLA/SARA - Section 302 Extremely Hazardous Substances TPQs

•Sodium chloride 7647-14-5 > 99% Not Listed

U.S. - CERCLA/SARA - Section 313 - Emission Reporting

•Sodium chloride 7647-14-5 > 99% Not Listed

U.S. - CERCLA/SARA - Section 313 - PBT Chemical Listing

•Sodium chloride 7647-14-5 > 99% Not Listed

United States - California

Environment

U.S. - California - Proposition 65 - Carcinogens List

•Sodium chloride 7647-14-5 > 99% Not Listed

U.S. - California - Proposition 65 - Developmental Toxicity

•Sodium chloride 7647-14-5 > 99% Not Listed

U.S. - California - Proposition 65 - Maximum Allowable Dose Levels (MADL)

•Sodium chloride 7647-14-5 > 99% Not Listed

U.S. - California - Proposition 65 - No Significant Risk Levels (NSRL)

•Sodium chloride 7647-14-5 > 99% Not Listed

U.S. - California - Proposition 65 - Reproductive Toxicity - Female

•Sodium chloride 7647-14-5 > 99% Not Listed

U.S. - California - Proposition 65 - Reproductive Toxicity - Male

•Sodium chloride 7647-14-5 > 99% Not Listed

United States - Pennsylvania

Labor

U.S. - Pennsylvania - RTK (Right to Know) - Environmental Hazard List

•Sodium chloride 7647-14-5 > 99% Not Listed

U.S. - Pennsylvania - RTK (Right to Know) - Special Hazardous Substances

•Sodium chloride 7647-14-5 > 99% Not Listed

United States - Rhode Island

Labor

U.S. - Rhode Island - Hazardous Substance List

•Sodium chloride 7647-14-5 > 99% Not Listed

15.2 Chemical Safety Assessment

- No Chemical Safety Assessment has been carried out.

Section 16 - Other Information

Last Revision Date • 25/August/2015

Preparation Date • 09/August/2012

Disclaimer/Statement of Liability • The responsibility to provide a safe workplace remains with the user. The user should consider the health hazards and safety information contained herein as a guide and should take those precautions required in an individual operation to instruct employees and develop work practice procedures for a safe work environment. The information contained herein is, to the best of our knowledge and belief, accurate. However, since the conditions of handling and use are beyond our control, we make no guarantee of results, and assume no liability for damages incurred by use of this material. It is the responsibility of the user to comply with all applicable federal, state, and local laws and regulations. Nothing contained herein is to be construed as a recommendation for use in violation of any patents or of applicable laws or regulations.

Key to abbreviations
NDA = No data available

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 11/9/15

DEPT: Finance

MEETING DATE: 11/18/15

ITEM/TOPIC: Conduct a Public Hearing and Adoption of Ordinance #15-11.

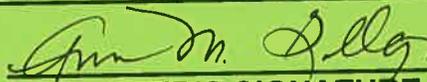
ACTION REQUESTED OF COUNCIL: Conduct a Public Hearing and Approval/Disapproval to Adopt Ordinance 15-11 authorizing the execution and delivery of a loan agreement between the City of Las Vegas and the New Mexico Finance Authority.

BACKGROUND/RATIONALE: The City of Las Vegas was awarded a loan from the New Mexico Finance Authority for the purpose of financing the renovation, rehabilitation and repair of the Abe Montoya Recreation Center. The principal amount being \$2,801,121. Ordinance #15-11 was published on November 1, 2015.

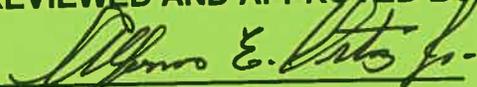
STAFF RECOMMENDATION: Approval

COMMITTEE RECOMMENDATION:

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


SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:


ALFONSO E. ORTIZ, JR.
MAYOR


ELMER J. MARTINEZ
CITY MANAGER

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

PURCHASING AGENT
(FOR BID/RFP AWARD)

DAVE ROMERO
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)
Approved to form 1-26-15

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

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT BY AND BETWEEN THE CITY OF LAS VEGAS, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY, EVIDENCING A SPECIAL, LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF \$2,801,121 FOR THE PURPOSE OF FINANCING THE RENOVATION, REHABILITATION AND REPAIR OF THE ABE MONTOYA RECREATION CENTER, PAYING A LOAN PROCESSING FEE AND FUNDING A LOAN AGREEMENT RESERVE ACCOUNT; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE REVENUES COLLECTED BY THE GOVERNMENTAL UNIT FROM THE SECOND ONE-QUARTER OF ONE PERCENT INCREMENT OF MUNICIPAL GROSS RECEIPTS TAX IMPOSED PURSUANT TO SECTION 7-19D-9, NMSA 1978, AND DISTRIBUTED TO THE GOVERNMENTAL UNIT BY THE STATE TAXATION AND REVENUE DEPARTMENT; PROVIDING FOR THE DISTRIBUTION OF THE MUNICIPAL GROSS RECEIPTS TAX TO BE REDIRECTED BY THE STATE TAXATION AND REVENUE DEPARTMENT TO THE NEW MEXICO FINANCE AUTHORITY OR ITS ASSIGNS FOR THE PAYMENT OF PRINCIPAL AND INTEREST DUE ON THE LOAN AGREEMENT PURSUANT TO AN INTERCEPT AGREEMENT; APPROVING THE FORM AND TERMS OF, AND OTHER DETAILS CONCERNING THE LOAN AGREEMENT; SETTING THE MAXIMUM INTEREST RATE OF THE LOAN; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT AND INTERCEPT AGREEMENT.

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, the Governing Body hereby determines that the Project to be financed by the Loan is to be used for governmental purposes of the Governmental Unit and will not be used for purposes which would cause the Loan Agreement to be deemed a "private activity bond" as defined by the Internal Revenue Code of 1986, as amended; and

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

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

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

Section 1. Definitions. As used in this Ordinance, the following capitalized terms shall, for all purposes, have the meanings herein specified, unless the context clearly requires otherwise

(such meanings to be equally applicable to both the singular and the plural forms of the terms defined):

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

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

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

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

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

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

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

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

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

“Finance Authority” means the New Mexico Finance Authority.

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

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

“Governing Body” means the City Council of the Governmental Unit, or any future successor governing body of the Governmental Unit.

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

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

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

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

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

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

“Loan Agreement Principal Amount” means the original principal amount of the Loan Agreement as shown on Exhibit “A” to the Loan Agreement.

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

“Loan Agreement Reserve Requirement” means, with respect to the Loan, the amount shown as the Loan Agreement Reserve Account Deposit on Exhibit “A” to the Loan Agreement, which amount does not exceed the least of: (i) ten percent (10%) of the Loan Agreement Principal Amount; (ii) one hundred twenty-five percent (125%) of the average annual principal and interest requirements under the Loan Agreement; or (iii) the maximum annual principal and interest requirements under the Loan Agreement.

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

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

“Parity Obligations” means the Loan Agreement and any other obligations, now or hereafter issued or incurred, payable from or secured by a lien or pledge of the Pledged Revenues and issued

with a lien on the Pledged Revenues on parity with the Loan Agreement, including those obligations described on the Term Sheet attached as Exhibit "A" to the Loan Agreement.

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

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

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

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

'State' means the State of New Mexico.

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

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

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

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

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

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

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

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

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

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

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

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

G. Other than as described in the Term Sheet, the Governmental Unit does not have any outstanding obligations payable from Pledged Revenues which it has incurred or will incur prior to the initial execution and delivery of the Loan Agreement and the Intercept Agreement.

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

I. Pursuant to Section 7-19D-9, NMSA 1978, as amended, the Governmental Unit heretofore has adopted the Tax Ordinance, which imposes the second one-quarter of one percent (.25%) increment of Municipal Gross Receipts Tax on the gross receipts of persons engaging in business within the Governmental Unit.

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

Section 5. Loan Agreement - Authorization and Detail.

A. Authorization. This Ordinance has been adopted by the affirmative vote of at least a three-fourth (3/4) majority of all of the members of the Governing Body. For the purpose of protecting the public health, conserving the property, protecting the general welfare and prosperity of the residents of the Governmental Unit and financing the Project, it is hereby declared necessary that the Governmental Unit, pursuant to the Act, execute and deliver the Loan Agreement evidencing a special, limited obligation of the Governmental Unit to pay a principal amount of \$2,801,121, plus interest thereon, and the execution and delivery of the Loan Agreement and the Intercept Agreement are hereby authorized. The Governmental Unit shall use the proceeds of the Loan to (i) finance the Project, (ii) fund the Loan Agreement Reserve Account (iii) pay the Processing Fee and (iv) make a deposit to the Finance Authority Debt Service Account. The Project will be owned by the Governmental Unit.

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

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

Section 7. Special Limited Obligation. The Loan Agreement shall be secured by the pledge of the Pledged Revenues as set forth in the Loan Agreement and shall be payable solely from the Pledged Revenues. The Loan Agreement, together with interest thereon and other obligations of the Governmental Unit thereunder, shall be a special, limited obligation of the Governmental Unit, payable solely from the Pledged Revenues as provided in this Ordinance and the Loan Agreement and shall not constitute a general obligation of the Governmental Unit or the State, and the holders of the Loan Agreement may not look to any general or other fund of the Governmental Unit for payment of the obligations thereunder. Nothing contained in this Ordinance or in the Loan Agreement, or any other instruments, shall be construed as obligating the Governmental Unit (except with respect to the application of the Pledged Revenues), as incurring a pecuniary liability or a charge upon the general credit of the Governmental Unit or against its taxing power, nor shall a breach of any agreement contained in this Ordinance, the Loan Agreement, or any other instrument impose any pecuniary liability upon the Governmental Unit or any charge upon its general credit or against its taxing power. The Loan Agreement shall never constitute an indebtedness of the Governmental Unit within the meaning of any State constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the Governmental Unit or a charge against its general credit or taxing power. Nothing herein shall prevent the Governmental Unit from applying other funds of the Governmental Unit legally available therefore to payments required by the Loan Agreement, in its sole and absolute discretion.

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

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

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

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

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

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

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

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

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

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

A. Termination on Deposits to Maturity. No payment shall be made into the Finance Authority Debt Service Account if the amount in the Finance Authority Debt Service Account totals a sum at least equal to the entire aggregate amount to become due as to principal, interest, if any, and any other amounts due under, the Loan Agreement, in which case moneys in such account in an amount at least equal to such principal and interest requirements shall be used solely to pay such obligations as the same become due, and any moneys in excess thereof in such accounts shall be transferred to the Governmental Unit and used as provided below.

B. Use of Surplus Revenues. After making all the payments hereinabove required to be made by this Section and any payments required by outstanding Parity Obligations, any moneys remaining in the Finance Authority Debt Service Account shall be transferred to the Governmental Unit on a timely basis and shall be applied to any other lawful purpose, including,

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

Section 10. Lien on Pledged Revenues. Pursuant to the Loan Agreement, the Pledged Revenues are hereby authorized to be pledged to, and are hereby pledged, and the Governmental Unit grants a security interest therein for, the payment of the principal, interest, if any, and any other amounts due under the Loan Agreement, subject to the uses hereof permitted by and the priorities set forth in this Ordinance. The Loan Agreement constitutes an irrevocable and first lien, but not necessarily an exclusive first lien, on the Pledged Revenues as set forth herein and therein and the Governmental Unit shall not create a lien on the Pledged Revenues superior to that of the Loan Agreement.

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

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

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

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

Section 15. Repealer Clause. All bylaws, orders, Ordinances, and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, Ordinance or ordinance, or part thereof, heretofore repealed.

Section 16. Effective Date. Upon due adoption of this Ordinance, it shall be recorded in the book of the Governmental Unit kept for that purpose, authenticated by the signatures of the Mayor and City Clerk of the Governmental Unit, and the title and general summary of the subject matter contained in this Ordinance (set out in Section 17 below) shall be published in a newspaper which maintains an office and is of general circulation in the Governmental Unit, or posted in accordance with law, and said Ordinance shall be in full force and effect thereafter, in accordance with law.

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

(Form of Summary of Ordinance for Publication)

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

Notice is hereby given of the title and of a general summary of the subject matter contained in Ordinance No. _____, duly adopted and approved by the City Council of the City of Las Vegas, New Mexico, on November 18, 2015. A complete copy of the Ordinance is available for public inspection during the normal and regular business hours of the City Clerk, 1700 North Grand Avenue, Las Vegas, New Mexico.

The title of the Ordinance is:

CITY OF LAS VEGAS, NEW MEXICO
ORDINANCE NO. _____

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

AGREEMENT PURSUANT TO AN INTERCEPT AGREEMENT; APPROVING THE FORM AND TERMS OF, AND OTHER DETAILS CONCERNING THE LOAN AGREEMENT; SETTING THE MAXIMUM INTEREST RATE OF THE LOAN; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT AND INTERCEPT AGREEMENT.

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

(End of Form of Summary for Publication)

PASSED, APPROVED AND ADOPTED THIS 18th DAY OF NOVEMBER, 2015.

CITY OF LAS VEGAS, NEW MEXICO

By: _____
Elmer J. Martinez, Mayor

[SEAL]

ATTEST:

By: _____
Casandra Fresquez, City Clerk

INTERCEPT AGREEMENT

This INTERCEPT AGREEMENT is made and entered into December 23, 2015, by and between the NEW MEXICO FINANCE AUTHORITY (the "Finance Authority"), a public body politic and corporate constituting a governmental instrumentality separate and apart from the State of New Mexico (the "State") under the laws of the State and the CITY OF LAS VEGAS, NEW MEXICO, a political subdivision duly organized and existing under the laws of the State (the "Governmental Unit").

W I T N E S S E T H:

WHEREAS, Sections 6-21-1 through 6-21-31, NMSA 1978, as amended, authorized the creation of the Finance Authority within the State to assist in financing the cost of public projects of participating qualified entities, including the Governmental Unit, such as the renovation, rehabilitation and repair of the Abe Montoya Recreation Center for use by the Governmental Unit; and

WHEREAS, pursuant to Sections 6-21-1 through 6-21-31, NMSA 1978, as amended, and Sections 3-31-1 through 3-31-12, NMSA 1978, as amended, (collectively, the "Act") the Finance Authority and the Governmental Unit are authorized to enter into agreements to facilitate the financing of the Project as described in the Loan Agreement by and between the Finance Authority and the Governmental Unit of even date herewith; and

WHEREAS, the Governmental Unit desires to finance the Project and such financing on is permitted under the Act; and

WHEREAS, the Finance Authority has established its Loan Program (the "Program") funded by its public project revolving fund (as defined in the Act) for the financing of infrastructure and equipment projects upon the execution of the Loan Agreement and the assignment of loan agreements to a trustee (the "Trustee"); and

WHEREAS, the Governmental Unit desires to borrow \$2,801,121 from the Program for the purpose of financing the Project, which Loan is to be governed by this Intercept Agreement and by the Loan Agreement, respectively; and

WHEREAS, the Act confers upon the Finance Authority the authority to loan funds to the Governmental Unit to finance the Project, and Sections 7-1-6.12 and 7-1-6.15, NMSA 1978, as amended, authorizes the Governmental Unit to direct that its distribution of the second one-quarter of one percent (.25%) increment of Municipal Gross Receipts Tax (the "Pledged Revenues") from the State Taxation and Revenue Department (the "Distributing State Agency") be paid to the Finance Authority or its assignee, to secure payments under the Loan Agreement;

NOW THEREFORE, the parties hereto agree:

Unless otherwise defined in this Intercept Agreement and except where the context by clear implication otherwise requires, capitalized terms used in this Intercept Agreement shall have for all purposes of this Intercept Agreement the meanings assigned thereto in the Loan Agreement and the Indenture, as defined in the Loan Agreement.

Section 1. Authorization to the Finance Authority. The Governmental Unit hereby recognizes that the Finance Authority has made a Loan to the Governmental Unit in the amount of \$2,801,121 to finance the Project. Pursuant to the Loan Agreement and this Intercept Agreement, the Loan and all Loan Agreement Payments on the Loan made by or on behalf of the Governmental Unit shall be collected by the Finance Authority and remitted to the Trustee. All payments due on the Loan from the Pledged Revenues shall be paid by the Distributing State Agency to the Finance Authority or its designee, on behalf of the Governmental Unit, from scheduled distributions of the Pledged Revenues in accordance with the Intercept Schedule attached hereto as Exhibit "A" (the "Intercept Schedule").

This Intercept Agreement shall be deemed a written certification, authorization and request by the Governmental Unit to the Distributing State Agency to pay to the Finance Authority, on behalf of the Governmental Unit, sums shown on the Intercept Schedule from monthly distributions of the Pledged Revenues pursuant to Sections 7-1-6.12 and 7-1-6.15, NMSA 1978, as amended, to insure compliance with the Loan Agreement and repayment of the Loan. Upon written notice to the Distributing State Agency from the Finance Authority, the amount of the Pledged Revenues to be paid to the Finance Authority shall be increased from the amounts shown on Exhibit "A" to defray any delinquencies in the Finance Authority Debt Service Account or Loan Agreement Reserve Account, if any, established for the Governmental Unit. Any accumulation of the Pledged Revenues in an amount in excess of the next Loan Agreement Payment and the Loan Agreement Reserve Requirement, if any, shall be redirected by the Finance Authority to the benefit of the Governmental Unit on a timely basis as provided in Section 5.2 of the Loan Agreement.

To the extent that the Pledged Revenues are insufficient to meet the debt service requirements due on the Loan and other Parity Obligations (as defined in the Loan Agreement) now or hereafter issued or incurred, the amounts intercepted under this Intercept Agreement shall be applied to allow partial payment on a pro-rata basis of the debt service due and owing on the Loan Agreement and other Parity Obligations.

Section 2. Term; Amendments. This Intercept Agreement will remain in full force and effect from its effective date as herein provided until such time as the Loan made pursuant to the Loan Agreement and this Intercept Agreement have been paid in full. Nothing herein shall be deemed in any way to limit or restrict the Governmental Unit from issuing its own obligations, providing its own program or participating in any other program for the financing of public projects which the Governmental Unit may choose to finance. This Intercept Agreement may be amended only by written instrument signed by the parties hereto.

Section 3. Authorization. The execution and performance of the terms of this Intercept Agreement have been authorized and approved by Ordinance No. 15-11, passed and

adopted on November 18, 2015 by the Governing Body of the Governmental Unit, which Ordinance is in full force and effect on the date hereof.

Section 4. Severability of Invalid Provisions. If any one or more of the provisions herein contained shall be held contrary to any express provisions of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such provision shall be null and void and shall be deemed separable from the remaining provisions and shall in no way affect the validity of any of the other provisions hereof.

Section 5. Counterparts. This Intercept Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 6. Further Authorization. The Governmental Unit agrees that the Finance Authority shall do all things necessary or convenient to the implementation of the Program to facilitate the Loan to the Governmental Unit.

Section 7. Effective Date. This Intercept Agreement shall take effect on the Closing Date of the Loan.

Section 8. Initial Intercept Date. As indicated on the Intercept Schedule, the first distribution of the Pledged Revenues that is to be intercepted by the Distributing State Agency under the terms of this Intercept Agreement consist of Pledged Revenues due to the Governmental Unit distributed in February, 2016.

Section 9. Final Intercept Date. Once the Loan has been fully paid off and satisfied, Finance Authority shall provide written notice to the Distributing State Agency to discontinue the interception of the Governmental Unit's Pledged Revenues.

[Remainder of page left intentionally blank]

[Signature page follows]

IN WITNESS WHEREOF, the parties to this Intercept Agreement have caused their names to be affixed hereto by the proper officers thereof as of the date first above written.

NEW MEXICO FINANCE AUTHORITY

By: _____
Robert P. Coalter, Chief Executive Officer

CITY OF LAS VEGAS, NEW MEXICO

By: _____
Elmer J. Martinez, Mayor

(SEAL)

Attest:

By: _____
Casandra Fresquez, City Clerk

Acknowledged:

By: _____
State Taxation and Revenue Department

Date: _____

EXHIBIT "A"

INTERCEPT SCHEDULE
CITY OF LAS VEGAS, NEW MEXICO

Month	Pledged Revenues	Amount
Monthly beginning: February 2016 through April 2016	The distribution of the second one-quarter of one percent (.25%) increment of Municipal Gross Receipts Tax revenues to the City of Las Vegas, New Mexico pursuant to Section 7-19D-9, NMSA 1978, and the Ordinance adopted August 9, 1978, and effective July 1, 1979, which distributions are monthly by the State Taxation and Revenue Department	\$38,479.16
May 2016 through April 2025		\$27,055.56

3679301.doc

Information Return for Tax-Exempt Governmental Obligations

▶ Under Internal Revenue Code section 149(e)
▶ See separate instructions.

Department of the Treasury
Internal Revenue Service

Caution: If the issue price is under \$100,000, use Form 8038-GC.

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>
1 Issuer's name City of Las Vegas, New Mexico		2 Issuer's employer identification number (EIN) 85-6000149
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) 1700 North Grand Avenue	Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code Las Vegas, New Mexico 87701		7 Date of issue 12/23/2015
8 Name of issue Recreation Center Renovation Loan from New Mexico Finance Authority		9 CUSIP number n/a
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) Ann Marie Gallegos, Finance Director		10b Telephone number of officer or other employee shown on 10a 505-454-1401

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.		
11 Education		11
12 Health and hospital		12
13 Transportation		13
14 Public safety		14
15 Environment (including sewage bonds)		15
16 Housing		16
17 Utilities		17
18 Other. Describe ▶ Recreation Center		18 \$2,801,121
19 If obligations are TANs or RANs, check only box 19a	<input type="checkbox"/>	
If obligations are BANs, check only box 19b	<input type="checkbox"/>	
20 If obligations are in the form of a lease or installment sale, check box	<input type="checkbox"/>	

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	05/01/2025	\$ 2,801,121	\$ 2,801,121	5.273 years	1.5980 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)				
22	Proceeds used for accrued interest		22	
23	Issue price of entire issue (enter amount from line 21, column (b))		23	\$2,801,121 00
24	Proceeds used for bond issuance costs (including underwriters' discount)	24 21,008 41		
25	Proceeds used for credit enhancement	25		
26	Proceeds allocated to reasonably required reserve or replacement fund	26 280,112 10		
27	Proceeds used to currently refund prior issues	27		
28	Proceeds used to advance refund prior issues	28		
29	Total (add lines 24 through 28)		29	301,120 51
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)		30	\$2,500,000 49

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.	
31	Enter the remaining weighted average maturity of the bonds to be currently refunded ▶ _____ years
32	Enter the remaining weighted average maturity of the bonds to be advance refunded ▶ _____ years
33	Enter the last date on which the refunded bonds will be called (MM/DD/YYYY) ▶ _____
34	Enter the date(s) the refunded bonds were issued ▶ (MM/DD/YYYY)

Part VI Miscellaneous

35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35		
36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)	36a		
b Enter the final maturity date of the GIC ▶ _____			
c Enter the name of the GIC provider ▶ _____			
37 Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37		
38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information:			
b Enter the date of the master pool obligation ▶ _____			
c Enter the EIN of the issuer of the master pool obligation ▶ _____			
d Enter the name of the issuer of the master pool obligation ▶ _____			
39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box			<input checked="" type="checkbox"/>
40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box			<input type="checkbox"/>
41a If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:			
b Name of hedge provider ▶ _____			
c Type of hedge ▶ _____			
d Term of hedge ▶ _____			
42 If the issuer has superintegrated the hedge, check box			<input type="checkbox"/>
43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box			<input type="checkbox"/>
44 If the issuer has established written procedures to monitor the requirements of section 148, check box			<input type="checkbox"/>
45a If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement ▶ _____			
b Enter the date the official intent was adopted ▶ _____			

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.			
	▶ _____ Signature of issuer's authorized representative	_____ Date	▶ Elmer J. Martinez, Mayor Type or print name and title	
Paid Preparer Use Only	Print/Type preparer's name Suzanne Wood Bruckner	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed PTIN PO1629036
	Firm's name ▶ Sutin, Thayer & Browne A Professional Corporation			Firm's EIN ▶ 85-0225124
	Firm's address ▶ 6565 Americas Parkway NE, Suite 1000, Albuquerque, NM 87110			Phone no. 505-883-2500

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

TRANSCRIPT OF PROCEEDINGS
Loan No. 3403-PP
INDEX

Closing Date: December 23, 2015

1. Open Meetings Act Resolution No. 15-01, adopted on January 21, 2015
2. Loan Ordinance No. 15-11, adopted November 18, 2015, Agenda, and Affidavits of Publication of Notice of Intent to Adopt Ordinance and Notice of Adoption of Loan Ordinance in the *Las Vegas Optic*
3. Loan Agreement
4. Intercept Agreement
5. General and No Litigation Certificate
6. Arbitrage and Tax Certificate with Form 8038-G and evidence of filing, and the Finance Authority Tax Representations Certificate
7. Delivery, Deposit and Cross-Receipt Certificate
8. Approving Opinion of Sutin, Thayer & Browne A Professional Corporation, Loan Counsel to the Finance Authority
9. Finance Authority Application and Project Approval (informational only)

TRANSCRIPT DISTRIBUTION LIST

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. The Governing Body has no rules of procedure which would invalidate or make ineffective the Ordinance or other action taken by the Governing Body in connection with the Loan Agreement. Open Meetings Act Resolution No. 15-01, as adopted and approved by the Governing Body on January 21, 2015 establishes notice standards as required by Sections 10-15-1 through 10-15-4, NMSA 1978. Open Meetings Act Resolution No. 15-01 has not been amended or repealed. All action of the Governing Body with respect to the Loan Agreement and the Ordinance was taken at meetings held in compliance with Open Meetings Act Resolution No. 15-01.

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

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

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

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

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

28. This Certificate may be executed in counterparts.

[Signature page follows]

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

CITY OF LAS VEGAS, NEW MEXICO

By: _____
Elmer J. Martinez, Mayor

By: _____
Casandra Fresquez, City Clerk

[SEAL]

By: _____
Ann Marie Gallegos, Finance Director

APPROVED:

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

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

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

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

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

Capitalized terms used in this Certificate have the same meanings as defined in Ordinance No. 15-11, adopted on November 18, 2015, unless otherwise defined in this Certificate or the context requires otherwise.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. Economic Life of Project. The weighted average maturity of 5.273 years of the Loan Agreement does not exceed one hundred twenty percent (120%) of the reasonably expected economic life of the Project, which is ten (10) years.

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

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

[Signature page follows]

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

Dated: December 23, 2015

CITY OF LAS VEGAS, NEW MEXICO

[SEAL]

By: _____
Elmer J. Martinez, Mayor

By: _____
Casandra Fresquez, City Clerk

By: _____
Ann Marie Gallegos, Finance Director

EXHIBIT "B"

NEW MEXICO FINANCE AUTHORITY TAX REPRESENTATIONS CERTIFICATE

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

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

2. The Arbitrage Yield on the Loan, calculated in accordance with the applicable U.S. Treasury Regulations from interest to be paid on the Loan, is 1.5980%.

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

4. The Weighted Average Maturity of the Loan, calculated in accordance with the applicable U.S. Treasury Regulations, is 5.273 years.

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

Dated this 23rd day of December, 2015.

NEW MEXICO FINANCE AUTHORITY

By: _____
Robert P. Coalter, Chief Executive Officer

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

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

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

1. On the date of this Certificate, the Governmental Unit executed and delivered, or caused to be executed and delivered, a Loan Agreement (the "Loan Agreement") between the Governmental Unit and the New Mexico Finance Authority (the "Finance Authority"), in the aggregate principal amount of \$2,801,121, as authorized by Governmental Unit Ordinance No. 15-11 (the "Ordinance") adopted on November 18, 2015 relating to the execution and delivery of the Loan Agreement. The undersigned have received \$2,801,121 as proceeds from the Loan Agreement, being the full purchase price therefore.

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

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

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

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

CITY OF LAS VEGAS, NEW MEXICO

[SEAL]

By: _____
Elmer J. Martinez, Mayor

By: _____
Casandra Fresquez, City Clerk

By: _____
Ann Marie Gallegos, Finance Director

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

NEW MEXICO FINANCE AUTHORITY

By: _____
Robert P. Coalter, Chief Executive Officer

[on STB Letterhead]

December 23, 2015

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

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

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

Ladies and Gentlemen:

We have acted as Loan Counsel to the New Mexico Finance Authority (the "Finance Authority") in connection with the \$2,801,121 Loan Agreement (the "Loan Agreement") between the City of Las Vegas, New Mexico (the "Governmental Unit") and the Finance Authority. The Loan Agreement is executed and delivered by the Governmental Unit pursuant to Sections 3-31-1 through 3-31-12, NMSA 1978, as amended, and the Governmental Unit's Ordinance No. 15-11, adopted on November 18, 2015 (the "Ordinance"). The Loan Agreement has been executed and delivered to provide funds for a renovation, rehabilitation and repair of the Abe Montoya Recreation Center for the Governmental Unit, to fund the Loan Agreement Reserve Account and to pay the Processing Fee, as described in the Loan Agreement.

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

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

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

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

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

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

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

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

7. The Loan Agreement may be pledged as an "Additional Pledged Loan" or as a "Loan" under the General Indenture of Trust and Pledge dated as of June 1, 1995, as amended and supplemented, by and between the Finance Authority and BOKF, NA, as successor trustee (the "Trustee"), or the Subordinated General Indenture of Trust and Pledge dated as of March 1, 2005, as supplemented, by and between the Finance Authority and the Trustee, as determined by the Finance Authority pursuant to a pledge notification or supplemental indenture.

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

This opinion letter is limited to matters expressly stated in this opinion letter and no opinion is inferred or may be implied beyond the matters expressly stated in this opinion letter.

We express no opinion as to, or the effect or applicability of, any laws other than the laws of the State of New Mexico and the federal laws of the United States of America. The opinions expressed herein are based only on the laws in effect as of the date hereof, and in all respects are subject to and may be limited by future legislation, as well as developing case law. We

undertake no obligation to update or modify this opinion for any future events or occurrences, including, but not limited to, determining or confirming continuing compliance by the Finance Authority and the Governmental Unit with the requirements of the Code.

The foregoing opinions represent our legal judgment based upon a review of existing legal authorities that we deem relevant to render such opinions and are not a guarantee of results and are not binding on the Internal Revenue Service.

We understand that this opinion is being relied upon by the addressees hereof, and we consent to such reliance, but this opinion may not be delivered to or relied upon by any other person or entity without our written consent.

Very truly yours,

SUTIN, THAYER & BROWNE
A Professional Corporation

CITY COUNCIL MEETING AGENDA REQUEST

DATE:11/1315

DEPT: City Clerk

MEETING DATE: 11/18/15

ITEM/TOPIC: Resolution #15-56

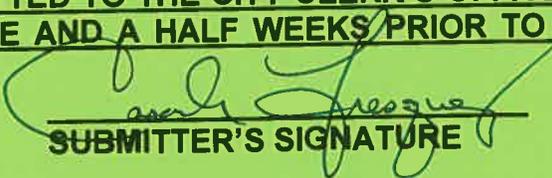
ACTION REQUESTED OF COUNCIL: Approval/Disapproval to Resolution 15-56, 2016 Election Resolution (English and Spanish).

BACKGROUND/RATIONALE: As per §3-8-26 An Election Resolution must be adopted by the Governing Body 112-84 days prior to an election.

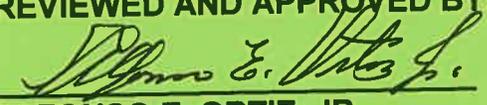
STAFF RECOMMENDATION: Approval

COMMITTEE RECOMMENDATION:

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


SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:


ALFONSO E. ORTIZ, JR.
MAYOR


ELMER J. MARTINEZ
CITY MANAGER

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

PURCHASING AGENT
(FOR BID/RFP AWARD)

DAVE ROMERO
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)

Approved to form 1-26-15

**ELECTION RESOLUTION
CITY OF LAS VEGAS**

Resolution No. 15-56

Be it resolved by the governing body of the City of Las Vegas that:

- A. A regular municipal election for the election of municipal officers shall be held on March 1, 2016. Polls will open at 7:00 A.M and close 7:00 P.M.
- B. At the regular municipal election, persons shall be elected to fill the following elective offices:
1. One (1) Mayor for a four (4) year term.
 2. Ward 2 – One, (1) Councilor for a four (4) year term.

Ward 3 – One, (1) Councilor for a four (4) year term.
- C. In accordance with NMSA 1978 §3-8-10, the following precincts are consolidated for the regular municipal election:
- CP01: Consists of precincts 27, 4B, 26, 3B, 4A, 5.2, 28, 25, 5.1, 6, 2, 7, 3A, 1, 8, 11
- D. The following locations are designated as polling places for the conduct of the regular municipal election:
1. Robertson High School Michael Marr Gymnasium, 1238 4th Street
 2. West Las Vegas "Gillie Lopez" Gymnasium, 157 Moreno Street
- E. Absentee Voting. Applications for absentee ballots may be obtained only from the office of the Municipal Clerk. All applications for an absentee ballot must be completed and accepted by the Municipal Clerk prior to 5:00 p.m., February 26, 2016. After 5:00 p.m. on February 26, 2016, all unused absentee ballots will be publicly destroyed by the Municipal Clerk. The Municipal Clerk will accept completed absentee ballots delivered by mail, or in person by the voter casting the absentee ballot, by a member of the voters' immediate family, or by the caregiver of the voter, until 7:00 p.m. on March 1, 2016.

Absentee ballots may be marked in person in the office of the Municipal Clerk during the regular hours and days of business, beginning on Tuesday January 26, 2016 and closing at 5:00 p.m. on February 26, 2016.

Early Voting. Early voting on paper ballots counted by electronic vote tabulator will be conducted in the office of the Municipal Clerk during the regular hours and days of business, beginning on Wednesday, February 10, 2016 and closing at 5:00 p.m. on Friday, February 26, 2016.

- F. Persons desiring to register at the regular municipal election must register with the County Clerk of San Miguel County not later than Tuesday, February 2, 2016 at 5:00 p.m., the date on which the County Clerk will close registration books.
- G. All Declarations of Candidacy shall be filed with the Municipal Clerk on Tuesday, January 5, 2016 between the hours of 8:00 A.M. and 5:00 P.M.
- H. The casting of votes by qualified electors shall be recorded on electronic tabulators.

ADOPTED AND APPROVED THIS ____ day of _____, 2015.

Mayor Alfonso E. Ortiz Jr.

ATTEST:

Casandra Fresquez, City Clerk

**RESOLUCIÓN DE ELECCIÓN
CIUDAD DE LAS VEGAS**

Resolución núm. 15-56

Sea resuelto por el cuerpo gobernante de Las Vegas que:

- A. Una elección municipal regular para la elección de oficiales municipales se llevará a cabo el 1 de marzo de 2016. Lugares de votación estarán abiertas al público entre las horas de las 7:00 A.M. y las 7:00 P.M.
- B. En las elección municipal regular, individuos serán elegidos para ocupar los siguientes cargos electivos:
 - 1. Un Alcalde por un término de cuatro años.
 - 2. El barrio 2– UN Consejal por un término de cuatro años.
 - El barrio 3– UN Consejal por un término de cuatro años.
- C. De conformidad NMSA 1978 §, se consolidan las siguientes casillas:

CP01: Es compone de distritos 27, 4B, 26, 3B, 4A, 5.2, 28, 25, 5.1, 6, 2, 7, 3A, 1, 8, 11
- D. Las siguientes ubicaciones son designadas como centros electorales para el conducto de la elección municipal:
 - 1. Escuela Secundaria de Robertson gimnasio de Michael Marr, calle 1238 4th.
 - 2. Escuela Secundaria de Las Vegas Oeste gimnasio de Gillie Lopez, calle 157 Moreno.
- E. Votación en Ausencia. Solicitudes para obtener balotas para votar en ausencia pueden ser obtenidas únicamente de la oficina de la Escribana de la Municipalidad. La Escribana de la Municipalidad debe llevar y aceptar todos las solicitudes para obtener una balota para votar en ausencia antes de las 5:00 p.m. el 26 de febrero de 2016. A partir de las 5:00 p.m. el 26 de febrero de 2016, la Escribana de la Municipalidad públicamente destruirá todas las balotas no utilizadas. La Escribana de la Municipalidad aceptará las balotas completadas por la votante que emite su balota, con el fin de votar en ausencia, que se le entregue por correo o en persona o por un miembro de la familia inmediata de la votante, o del conserje al votante hasta las 7:00 p.m. el 1 de marzo de 2016.

Las balotas para votar en ausencia se pueden marcar en persona en la oficina de la Escribana de la Municipalidad, durante las horas y días hábiles, empezando el martes, 26 de enero de 2016 y terminando a las 5:00 p.m. el viernes, 26 de febrero de 2016.

Votación por Anticipado. El recuento de los votos por anticipado, de papeleta, se llevará a cabo por un tabulador electrónico en la oficina de la Escribana de la Municipalidad, durante las horas y días hábiles, empezando el miércoles, 10 de febrero de 2016 y terminando a las 5:00 p.m. el viernes, 26 de febrero de 2016.

- F. Las personas que deseen registrarse para votar en la elección municipal regular, tienen que registrarse con la Escribana del condado de San Miguel condado antes de el tiempo de 2 de febrero de 2016 a Escribana del Condado cerrara los libros del registro.
- G. Se archivará todas las Declaraciones de Candidatura con la Escribana Municipal el martes, 5 de enero de 2016 entre las horas de las 8:00 A.M. y las 5:00 P.M.
- H. Se archivará un record de los votos de los electores municipales calificados en papeletas, de las cuales se hará un recuento por tabuladores electrónicos.

Adoptada y aprobada este día ____ de _____ de 2016.

Alcalde

Da fe:

Escribano Municipal

CITY COUNCIL MEETING AGENDA REQUEST

DATE: November 13, 2015

DEPT: Safety

MEETING DATE: 11/18/15

ITEM/TOPIC: Revised City of Las Vegas Safety Manual

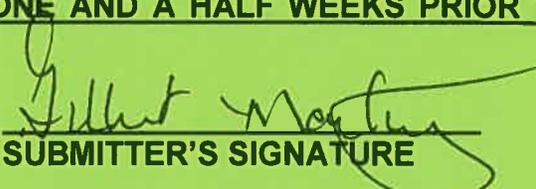
ACTION REQUESTED OF COUNCIL: Approval/ Disapproval of Resolution 15-57
revised City of Las Vegas Safety Manual

BACKGROUND/RATIONALE: The Safety Department of the City of Las Vegas along with the Safety Committee members and liaisons have updated and revised the previous employee safety manual to reflect OSHA requirements.

STAFF RECOMMENDATION: To move forward with approval of revised City of Las Vegas Safety Manual.

COMMITTEE RECOMMENDATION: To move forward with approval of revised City of Las Vegas Safety Manual.

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


SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:



ALFONSO E. ORTIZ, JR.
MAYOR


ELMER J. MARTINEZ
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. **15-57**

**A RESOLUTION ADOPTING THE CITY OF LAS VEGAS SAFETY MANUAL;
REPEALING AND REPLACING ALL PREVIOUS RESOLUTIONS**

WHEREAS, the City of Las Vegas is empowered under the City Charter to provide municipal services within its boundaries; and

WHEREAS, it is in the interest of the City of Las Vegas to provide these public services in a manner which promotes the health, safety and welfare of its employees, citizens and the protection of public and private property; and

WHEREAS, the City of Las Vegas is establishing procedures to achieve the above goals; and

WHEREAS, a Safety Manual has been developed in accordance with Code of Federal Regulations and OSHA, AWWA standards to assure that safe work conditions are promoted; and

NOW, THEREFORE BE IT RESOLVED THAT the Governing Body of the City of Las Vegas hereby adopts by Resolution the City of Las Vegas Safety Manual and directs that it be distributed to all employees;

BE IT FURTHER RESOLVED THAT all prior Resolutions and Safety Manuals are hereby repealed

PASSED APPROVED AND ADOPTED by the City of Las Vegas Governing Body this ____ day of _____, 2015.