CITY OF LAS VEGAS

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

Mayor Tonita Gurule-Giron

CITY OF LAS VEGAS
REGULAR CITY COUNCIL AGENDA
October 19, 2016–Wednesday– 6:00 p.m.
City Council Chambers
1700 N. Grand Ave

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

I. **CALL TO ORDER**

II. **ROLL CALL**

III. **PLEDGE OF ALLEGIANCE**

IV. **MOMENT OF SILENCE**

V. **APPROVAL OF AGENDA**

VI. **APPROVAL OF MINUTES (September 13th Special, September 13th Work Session and September 21st, 2016)**

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)

David A. Ulibarri Jr.
Councilor, Ward 1

Vince Howell
Councilor, Ward 2

Barbara Casey
Councilor, Ward 3

David L. Romero
Councilor, Ward 4

1. Approval of Resolution #16-40 Budget Adjustment Resolution.

   Ann Marie Gallegos, Finance Director The City of Las Vegas is requesting increases to the FY2017 budgeted revenues, expenditures, transfers to and from within various funds of the FY2017 Budget.

2. Approval of Resolution #16-38, supporting COOP-SP-4-17 (957).

   Veronica Gentry, Public Works Director A resolution is required to support the Cooperative Agreement.

3. Approval of Contract with the City of Las Vegas and Las Vegas First Independent Business Alliance (Entrepreneurial Network Program).

   Annette Velarde, Community Development Director The Las Vegas First Independent Business Alliance (Entrepreneurial Network program) contracts with Regional Development Corporation (RDC) to help retain, expand, and/or create new small businesses in Northern New Mexico by sustaining an Entrepreneurial Network Program serving Las Vegas.

4. Approval of Resolution No. 16-39 for Drinking Water Loan No. 3570-DW for the water tank (Cabin Site) rehabilitation project.

   Maria Gilvarry, Utilities Director This funding will allow the City to drain, clean, inspect, perform minor modifications to and prepare bid documents for the major rehabilitation to the Cabin Site water tank. This is Phase II of the water tank rehabilitation project. The Drinking Water State Revolving Loan Fund has awarded the City $151,500.00 in grant/loan ($69,806 grant/$81,694 loan) funding. The funding agency requires that the agreement be adopted through resolution.

5. Approval of Resolution 16-37 Repealing and Replacing Resolution 16-29 City of Las Vegas Meadow City Express' intent to apply for NMDOT Grant 5311.

   Pamela Marrujo, Community Services Director The original resolution did not state the City's intent to match grant funds as required, therefore the resolution needed to be reapproved with additional wording. City of Las Vegas Meadow City Express provides public transportation to individuals on a demand schedule. Applying for NMDOT Grant 5311 will allow services to continue.

XIII. BUSINESS ITEMS

1. Conduct a Public Hearing and Approval/Disapproval of application requesting a Transfer of Ownership and Location for Inter-Local Dispenser License for on Premise Consumption only and Patio Service submitted by Charlie's Bakery & Café, Inc., Charlie's Bakery & Café, located at 715-017 Douglas Avenue, Las Vegas, NM 87701, License No. 0103.

   Casandra Fresquez, City Clerk Alcohol and Gaming Division has reviewed the referenced application and granted preliminary approval and forwarded to the Clerk's Office for Local Option district approval or disapproval of the Liquor License Application.

2. Approval of Contract between the City of Las Vegas and MainStreet de Las Vegas.

   Annette Velarde, Community Development Director MainStreet de Las Vegas is a non-profit corporation, whose purpose is to stimulate economic development by protecting and enhancing Las Vegas' historically and culturally significant downtown districts.

3. Approval/Disapproval of 2nd Extension of Contractual Agreement for Inmate Confinement with the Las Vegas Police Department and San Miguel County Detention Center.

   Juan Montano, Police Chief The purpose of this agreement is for the confinement for prisoners and/or inmates arrested by the City. The proposed contract is the 2nd extension of the agreement and was approved by the County Commission on October 13, 2016.

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 if the City Clerk, 1700 N. Grand Avenue, Las Vegas, N.M 87701

MINUTES OF THE CITY OF LAS VEGAS CITY COUNCIL SPECIAL MEETING HELD ON TUESDAY, SEPTEMBER 13, 2016 AT 4:30 P.M. IN THE CITY COUNCIL CHAMBERS

MAYOR: Tonita Gurulé-Girón

COUNCILORS: David A. Ulibarri, Jr. - Arrived at 4:50 p.m.
Barbara A. Casey
David L. Romero
Vincent Howell - Absent

ALSO PRESENT: Richard Trujillo, City Manager
Casandra Fresquez, City Clerk
H. Chico Gallegos, City Attorney
Juan Montano, Sergeant At Arms

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Councilor Casey asked everyone to take a moment to think of those who gave their lives on September 11th, 15 years ago and to be thankful and recognize how fortunate we are to live in America, and to live in Las Vegas, which she thought was the most beautiful place on earth.

APPROVAL OF AGENDA

Councilor Casey made a motion to approve the agenda as is. Councilor Romero seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

Barbara A. Casey	Yes	David L. Romero	Yes
David A. Ulibarri, Jr.	Absent	Vincent Howell	Absent

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

MAYOR'S APPOINTMENTS/REPORTS

Mayor Gurulé-Girón advised that she had previously asked for input from Council regarding the appointments of several Boards and asked for confirmation to assign the following members:

Police Commission	**Design Review Board**	**Lodger's Tax Board**
Kim Delgado	Rick Rubio	Diane Ortiz
Roy Montibon	Bob Mishler	Joaquin Garafalo
Paul Gray	Patricia Mendoza-Kjelstram	Krutik Bhakta
Clarence Romero	Harold Garcia	Oliver Lesperance
Don Bovia	Roland Medrano	Diane Moore
	Ray Tafoya	

Mayor Gurulé-Girón received confirmation from Council with no objections of the appointments.

PUBLIC INPUT

Kallie Wilbourn spoke of concerns regarding the lack of maternity services in the community due to the closure of the maternity ward at Alta Vista Regional Hospital.

Mayor Gurulé-Girón advised Ms. Wellborn that the City had been very supportive of reinstating the OBGYN at the Alta Vista Hospital although informed that the majority of the fiscal agent responsibility fell under the jurisdiction of the County.

Ms. Wilbourn also stated that she felt that Animal Control regulations regarding loose dogs should be better enforced due to a friend recently being injured by a

loose dog although commended the efforts being made at the Animal Welfare Coalition.

Chief of Police Montano informed that Animal Control Staff had recently been fully staffed and that they were receiving field training and also training in the handling of animals.

Denise Fox advised that she was in support of the Animal Welfare Coalition and felt that they were doing a great job in being advocates for abused animals, having a high adoption rate and helping the community with issues regarding animals.

BUSINESS ITEMS

1. Approval/Disapproval of Resolution #16-33 2018-2022 Infrastructure Capital Improvements (ICIP) for the City of Las Vegas.

Community Development Director Annette Velarde advised that the Department of Finance, Local Government Division (DFA/LGD) recommends that municipalities prepare and submit an infrastructure Capital Improvement Plan (ICIP). The ICIP is a five year plan to establish priorities for anticipated capital improvement projects; it is developed and submitted annually. The City of Las Vegas can earmark which of its prioritized projects (a maximum of five) it would like to have considered for state capital outlay appropriations during the Legislative session. The ICIP plays an integral part in priority setting and decision making at the state level and upcoming legislature.

City Manager Trujillo advised Mayor and Council that during Department Head meetings he asked Directors to review prior ICIP listings submitted in years past and to also look at priorities in their perspective departments, listing them with dollar amounts needed.

Community Development Director Annette Velarde advised that the ICIP presented, included a scoring system intended for the Governing Body to score projects as a group in order to determine the top ten priority projects, with results being submitted with the ICIP to the state before its deadline.

City Manager Trujillo informed that the top three projects on the previous ICIP had been removed since they were ongoing. City Manager Trujillo advised the three projects removed included the Bradner Dam Expansion, Abe Montoya Recreation Center Improvements and the Raw Water Conveyance System Improvements.

Community Development Director Velarde presented the City of Las Vegas, New Mexico Infrastructure Capital Improvement Plan FY 2018-2022 as follows:

ID 22730 Fire and Police Equipment

Total Project Cost: $1,903,600
Amount Not Funded: $1,903,600
Phased: No

Acquisition of fire and police equipment to include but not limited to bullet proof vests, communication upgrades, SCVA fill station (breathing air-fill station), completely outfitted police cars.

ID 10681 Police Public Safety Vehicles

Total Project Cost: $524,000
Amount Not Funded: $524,000
Phased: No

Replacement of older existing police vehicles.

Councilor Casey asked for clarification of the increased costs for replacing police vehicles, compared to the prior ICIP.

Police Chief Juan Montano advised that the reason for the increase in the current plan was due to a combination of increased vehicle costs, equipment needed for fully equipping a police unit and more vehicles that need to be replaced.

ID 30691 Plaza Park Electrical Upgrade

Total Project Cost: $110,000

Amount Not Funded: $110,000
Phased: No

Plan, design, construct, and relocate the Electric Transformer relocation project to include (process, implementation, Scope of Work).

Councilor Casey asked if the Plaza Park Electrical Upgrade project would help to eliminate additional costs regarding the hiring of an electrician during the 4th of July Fiestas.

Public Facilities Director Veronica Gentry advised that the Public Facilities' electrician, Ernest Jaramillo performed all the electrician work during the 4th of July Fiestas and explained that they were requesting to relocate the connector to the north side of Valencia Street, behind Plaza Park.

ID Municipal/Judicial Complex

Total Project Cost: $1,650,000
Amount Not Funded: $1,650,000
Phased: No

Remodel/replace existing municipal building.

Mayor Gurulé-Girón stated that the City had initially set a price of $254,000 for the Municipal/Judicial Complex Building and questioned the change in the amount.

City Manager Trujillo advised that the previous estimate was to take care of the existing Municipal Court building on Grand Avenue and added that the State of New Mexico Property Control had given the City of Las Vegas the old New Mexico State Police building on Mills Avenue. City Manager Trujillo informed that they were looking into relocating the Municipal Court to that location as well as setting up a satellite office for the Utilities Department.

Municipal Judge Eddie Trujillo informed that he had been housed in the Grand Avenue Municipal Court building for approximately twenty three years and added that he had worked hard throughout the years to obtain a new Municipal Court

building with no avail. Municipal Court Judge Trujillo informed that currently court and citation fees include a building fund statewide and suggested possibly raising court and citation fees since the City of Las Vegas was a Home Rule Municipality, allowing adjusting fees accordingly. Municipal Court Judge Trujillo recommended raising court fees from $29.00 to $35.00 and increasing citations by $6.00 which would generate about $15,000.00 annually and could perhaps leverage with a State Financial institution for a loan to build a Municipal Court building.

Councilor Ulibarri, Jr. agreed with Municipal Court Judge Trujillo regarding the need of a new Municipal Court building and gave his support of the proposed project.

Councilor Casey stated that she understood the motivation of obtaining a new Municipal Court building however informed that she had some very serious concerns regarding the language stating "in a year, depending on the amount of citations filed, by the Police Department, Animal Control and Code Enforcement".

Councilor Casey advised that she felt it would encourage individuals from those departments to give out citations, and believed that it was not legal, ethical or moral and added that it made her uncomfortable to think that the City would raise the fees based on the amount of citations. Councilor Casey advised that another means of funding should be looked into due to the need of a new building and added that she felt that it was not worth giving the wrong impression to the community of why fees were being raised.

Municipal Court Judge Trujillo advised that in the past, Council suggested that he should impose more court costs and citation fees and described Councilor Casey as a "Breath of fresh air" for her views of his job to administer justice.

Discussion took place of the numerous other needs that were needed at the Municipal Court building.

Councilor Casey stated that perhaps Municipal Judges could approach the Legislature to legislatively change the fees and add an additional fee for infrastructure.

Municipal Court Judge Trujillo explained that he had already approached the Legislature about the issue and was advised by them to follow the Home Rule to adjust fees accordingly.

Councilor Romero advised that the Municipal Court building had been at the Grand Avenue location long enough, that there was a need for handicap accessibility and supported Judge Trujillo in obtaining a new building.

Mayor Gurulé-Girón commended Municipal Court Judge Trujillo for all his years of service to the City and added that her main concern was the issue of not being ADA compliant at the Municipal Court building and apologized for that.

Mayor Gurulé-Girón advised that she and City Manager Trujillo would give the directive to Municipal Court Judge Trujillo to look for other means of funding for the Municipal Court building depending on the ranking and rating of the ICIP projects.

Municipal Court Judge Trujillo advised that he and his staff would greatly appreciate anything that the City would do to help with the project.

ID 9792 Transfer Station Facility Repairs

Total Project Cost: $2,045,000
Amount Not Funded: $2,045,000
Phased: No

Perform major repairs to the transfer station (solid waste facility). Heavy equipment needs replacement.

Mayor Gurulé-Girón made the suggestion of listing the funding sources as part of the ICIP plan.

City Manager Trujillo advised that funding would come from a variety of areas, hopefully from the Legislature and assured that the plans would be reviewed with Directors and Finance Director Gallegos as Mayor Gurulé-Girón recommended.

ID 15548 Wastewater Collection Systems

Total Project Cost: $3,000,000
Amount Not Funded: $3,000,000
Phased: No

Design and remove and replace old (VCP) vitrified clay pipe with PVC pipe, to include rehabilitation of sewer manholes throughout the City, and upgrade undersized and deteriorating main lines and sewer tap services. Repair Aeration Basin and Lift Stations. This will allow the City to reduce (1/1) inflow and infiltration into sewer mains which will alleviate (SOS) Sanitary Sewer Overflows and improve the treatment of waste water prior to discharge.

ID 25350 Annual Leak Repair and Replacement

Total Project Cost: $2,975,600
Amount Not Funded: $2,975,600
Phased: No

Plan and Repair and/or replace old existing leaking city water lines. Project will start with Leak Detection program and be followed by repairs or replacement.

Utilities Director Maria Gilvarry advised that the request was for five years and stated that every five years she would add to the end of it and that it was a perpetual project.

ID 12398 Gas Transmission Line Replacement

Total Project Cost: $3,930,000
Amount Not Funded: $3,930,000
Phased: No

Replacement of aging natural gas transmission line.

Utilities Director Gilvarry advised that the PRC required that the lines be upgraded and explained that the replacement was for the aging main line coming from the Wagon Mound/Colmor area to Las Vegas. Utilities Director Gilvarry explained the replacement was needed in order to avoid any major incident and estimated it to

be a five plus year project and informed Mayor and Council that it had never been replaced.

Mayor Gurulé-Girón questioned if the line had experienced any leaks.

City Manager Trujillo advised that the line had experienced leaks and explained that repairs had been made and felt that the line needed immediate attention due to its age.

Community Development Director Velarde informed that *ID 25302 Transfer Station Pavement and Drainage Project* was removed from the ICIP.

ID 255933 Las Vegas Police Department Remodel

Total Project Cost: $80,000
Amount Not Funded: $80,000
Phased: No

The Las Vegas City Police Department is in need of repair and remodeling of the main building. The outside of the building needs repair to avoid causing structural damage.

Chief of Police Montano advised that he and his staff had made minor repairs on the exterior walls of the Police Department building although the issues of rainfall had caused additional damage to the repairs. Chief Montano added that various other repairs were needed in the interior of the Police Department building as well.

ID 22754 Public Facilities Upgrade

Total Project Cost: $1,170,000
Amount Not Funded: $1,170,000
Phased: No

The roof of the Public Works Department is in need of major roof repair.

Public Facilities Director Veronica Gentry advised that they were requesting for replacement of the roof, heating system and garage doors and stated they wanted to add public facilities for men and women and for the replacement of windows.

ID 27819 Mobile Data Communications
Total Project Cost: $150,000
Amount Not Funded: $150,000
Phased: No

Purchase Intel based mobile data devices. Mobile data devices allow users outside a control room or emergency operations center to have access to critical information at all times. This also allows the police officers to be dispatched silently through mobile CAD software that is running locally on the mobile device.

Chief Montano informed that the Police Department had previously acquired demilitarized vehicles which would be utilized for a mobile command post and advised that this funding would aid in moving the Police Department forward in working with more advanced technology, allowing the Police Department prepare reports online and to possibly issue online citations in the future.

ID 25345 Raw Water Conveyance System Improvements

Total Project Cost: $11,842,000
Amount Not Funded: $11,842,000
Phased: No

IN PROCESS To plan, design, engineer, survey, acquire easements and rights of way, construct, improve and upgrade approximately 16,000 LF of 24 inch diameter pipeline for the water conveyance system from the existing Gallinas Diversion structure to Peterson and Bradner Reservoirs, to include pre sedimentation basin, raw water pump station and reservoir interconnect pipeline upgrades, to include all valves, gates, gauges, meters and all appurtenances for the improvements in Las Vegas in San Miguel County. The Planning and Design for ½ of the Conveyance route is complete, while the other half has not started. A Request for Bids will be submitted for Construction.

Utilities Director Gilvarry informed that they already had 1.3 million dollars in funding to cover the installation of an inlet to Bradner Dam, which would improve the water quality at Bradner Dam and advised that it was a portion of the whole project. Utilities Director Gilvarry explained that the Raw Water Conveyance line was over sixty years old and had exceeded its life span, therefore an evaluation of rehabilitating the existing line would take place.

Community Development Director Velarde gave Council a brief review of the process of the scoring system.

Mayor Gurulé-Girón advised that Councilor Romero had not received the rank and rate sheet and stated that he would bring the rank and rate sheet the following day. Mayor Gurulé-Girón stated that the Resolution would be passed due to having to meet the upcoming deadline.

Mayor Gurulé-Girón stated that having the majority included in the ranking and rating process would be an acceptable ICIP plan for the State and added that if Councilor Romero's rating would adversely change the outcome to the top five projects, an amendment form would be submitted to the State through the ICIP plan process.

Community Development Director Velarde informed of the results of the scoring regarding the top five projects which included:

1. **ID 25350 – Annual Leak Repair and Replacement**
2. **ID 15548 – Wastewater Collection System**
3. **ID 10681 – Police Public Safety Vehicles**
4. **ID 25345 – Raw Water Conveyance System Improvements**
5. **ID 27819 – Mobile Data Communications**

Councilor Casey made a motion to approve of Resolution 16-33 2018-2022 Infrastructure Capital Improvement Plan ("ICIP") for the City of Las Vegas. Councilor Ulibarri, Jr. seconded the motion.

Resolution 16-33 was presented as follows:

CITY OF LAS VEGAS, NM
RESOLUTION NO. 16 – 33

A Resolution Adopting an Infrastructure Capital Improvement Plan ("ICIP")

WHEREAS, the municipality of Las Vegas recognizes that the financing of public capital projects has become a major concern in New Mexico; and

WHEREAS, in the time of scarce resources, it is necessary to find new financing mechanisms and maximize the use of existing resources; and

WHEREAS, the Infrastructure Capital Improvement Plan ("ICIP") is the mechanism that is utilized to define needs, establish priorities and pursue viable actions and strategies to achieve necessary project development; and

WHEREAS, this process contributes to local and regional efforts in project identification selection in short and long range capital planning efforts;

NOW, THEREFORE, be it hereby resolved by the governing body of the City of Las Vegas that:

1. The City of Las Vegas has adopted the attached Infrastructure Capital Improvement Plan ("ICIP"); and

2. The plan is intended to be a working document and is the first of many steps toward improving, rational, long-range planning and budgeting for New Mexico's infrastructure, and

3. This Resolution supersedes Resolution No.15-37.

PASSED, APPROVED AND ADOPTED this_____day of September, 2016.

CITY OF LAS VEGAS

_____
Mayor Tonita Gurule-Giron

(Seal)
ATTEST:

_____
Casandra Fresquez, City Clerk

_____
H. Chico Gallegos, City Attorney
(for legal sufficiency only)

Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

David L. Romero	Yes	Barbara A. Casey	Yes
David A. Ulibarri, Jr.	Yes	Vincent Howell	Absent

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

EXECUTIVE SESSION

City Manager Trujillo advised there was no need for Executive Session.

ADJOURN

Councilor Casey made a motion to adjourn. Councilor Romero seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

Barbara A. Casey	Yes	David A. Ulibarri, Jr.	Yes
David L. Romero	Yes	Vincent Howell	Absent

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

_____

Mayor Tonita Gurulé-Girón

ATTEST:

_____

Casandra Fresquez, City Clerk

MINUTES OF THE CITY OF LAS VEGAS CITY COUNCIL WORK SESSION HELD ON TUESDAY SEPTEMBER 13, 2016 AT 5:30 P.M. IN THE CITY COUNCIL CHAMBERS

MAYOR: Tonita Gurulé-Girón

COUNCILORS: David A. Ulibarri Jr.
Vince Howell - Absent
Barbara A Casey
David L. Romero

ALSO PRESENT: Richard Trujillo, City Manager
Casandra Fresquez, City Clerk
H. Chico Gallegos, City Attorney
Juan Montano, Sergeant at Arms

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Mayor Gurulé-Girón asked for Councilor Ulibarri Jr. to lead everyone in a moment of silence.

Councilor Ulibarri Jr. advised it is an honor to serve as a member of the Governing Body and will do everything he can to do what is right for the people of the community.

APPROVAL OF AGENDA

City Manager Trujillo recommended changes to the agenda to include moving Executive Session right after the Approval of the Agenda before Public Input.

Councilor Casey requested that Executive Session remain at the end of the Agenda and asked for what purpose was the Executive Session being called for.

City Manager Trujillo advised the reason for Executive Session was pending litigation.

Mayor Gurulé-Girón asked if the litigation pertained to any of the items on the agenda.

City Manager Trujillo advised it could affect the agenda items.

Councilor Ulibarri Jr. made the motion to approve the agenda with the recommended changes made City Manager Trujillo. Councilor Romero seconded the motion.

Mayor Gurulé-Girón asked for a roll call. Roll call was taken and reflected the following.

David L. Romero	Yes	David Ulibarri Jr.	Yes
Barbara A Casey	Yes	Vince Howell	Absent

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

EXECUTIVE SESSION

Councilor Casey made a motion to convene into Executive Session to discuss pending litigation. Councilor Romero seconded the motion.

Mayor Gurulé-Girón asked for roll call. Roll call was taken and reflected the following.

David L. Romero	Yes	David Ulibarri Jr.	Yes
Barbara A Casey	Yes	Vince Howell	Absent

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

Councilor Casey made a motion to reconvene into Regular Session at 6:55 p.m., the matters discussed were pending litigation and no action was taken. Councilor Romero seconded the motion.

Mayor Gurulé-Girón asked for roll call. Roll call was taken and reflected the following.

David L. Romero	Yes	David Ulibarri Jr.	Yes
Barbara A Casey	Yes	Vince Howell	Absent

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

PUBLIC INPUT

Mariano Ulibarri spoke to the Governing Body about the issues the youth of the community are facing and the goals and objectives the Parachute Factory has for the community. Mr. Ulibarri gave a brief overview of the accomplishments the Parachute Factory has done and the young individuals involved. Mr. Ulibarri asked that the Governing Body continue their support of their organization.

Cindy Collins, Executive Director of MainStreet, accompanied by Joel Schermburg of the San Miguel Economic Development and Wid Slick of MainStreet spoke on behalf of the organizations and advised they had not been provided a copy of the proposed contract prior to the meeting and would not be agreeing to any contract that they have not had time to review.

Lalo Sanchez spoke to the Governing Body regarding the water ordinance and the practice of how the Utilities Department handles the billing and metering.

DISCUSSION ITEMS

1. Resolution #16-34 Budget Adjustment Resolution.

Finance Director Gallegos advised the Finance Department is requesting increases to the FY 2017 budgeted revenues, expenditures, transfers to and from within various funds of the FY 2017 Budget. Finance Director Gallegos gave an overview of the adjustments that needed to be addressed.

Questions were asked about the $6,000 from WHIIP funding had been budgeted and for what purpose.

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

2. Review and certify fixed assets/inventory for 2016 on behalf of the City of Las Vegas.

Finance Director Gallegos advised the department is requesting certification of fixed assets/inventory for 2016 which will keep the City of Las Vegas in compliance with the State Audit of 2016.

Councilor Casey asked what was the purpose of departments keeping old typewriters and if it were possible to auction them.

Finance Director Gallegos advised the first step is to certify the list of assets then the departments can inventory items that have depreciated to send to auction.

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

3. Pass through funding through the department of Finance and Administration for the E-911 system for the Las Vegas Police Department and Department of Public Safety District 2 office.

Police Chief Montano advised the Governing Body that the department is requesting approval to utilize grant funding in the amount of $333,613.00 for operation of the E-911 system for the Las Vegas City Police and the Department of Public Safety District 2 office.

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

Mayor Gurulé-Girón asked for clarification of the contracts being discussed in items 4 through 7 considering the statement made during public input.

Councilor Casey recommended that Items 4 through 7, contracts with the Las Vegas/San Miguel Chamber of Commerce, Las Vegas First Independent Business Alliance, MainStreet de Las Vegas, and Las Vegas/San Miguel Economic Development Corporation not be discussed.

City Attorney Gallegos advised that given the statement made during public input it would be in the best interest of all parties to bring the items back at a later time when all of the contractual issues can be addressed.

City Manager Trujillo read a letter to the Governing Body and the audience from the Department of Finance and Administration relating to the economy and the budget constraints the City is facing as well as recommendations.

8. Contract between the city of Las Vegas and the Parachute Factory.

Community Development Director Velarde gave the Governing Body an overview of the contract template that was created to make all contracts consistent with format.

Community Development Director Velarde advised the Governing Body the Parachute Factory is a non-profit corporation, whose purpose is to implement a fast track, highly effective digital fabrication, manufacturing program and certification in the City of Las Vegas. Community Development Director Velarde advised the Parachute Factory is asking for $11,000 in funding.

Councilor Casey commended Mr. Ulibarri from the Parachute Factory for his work and commitment.

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

9. Contract between the City of Las Vegas and the Tri-County Farmers Market.

Community Development Director Velarde advised the Tri-County Farmers Market is a non-profit corporation, whose purpose is to provide a market place to sell fresh fruits, vegetables, plants/herbs and local crafts from the counties of San Miguel, Mora and Guadalupe. Community Development Director Velarde advised the group is asking for $5,000 and gave a brief description of the scope of work.

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

Councilor Casey made a motion to adjourn. Councilor Ulibarri Jr. seconded the motion.

Mayor Gurulé-Girón asked for a roll call. Roll call was taken and reflected the following.

David L. Romero	Yes	David Ulibarri Jr.	Yes
Barbara A Casey	Yes	Vince Howell	Absent

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

ADJOURN

_____

Mayor Tonita Gurule-Giroń

ATTEST:

_____

Casandra Fresquez, City Clerk

MINUTES OF THE CITY OF LAS VEGAS CITY COUNCIL REGULAR MEETING HELD ON WEDNESDAY, SEPTEMBER 21, 2016 AT 4:30 P.M. IN THE CITY COUNCIL CHAMBERS

MAYOR:	Tonita Gurulé-Girón
COUNCILORS:	David A. Ulibarri, Jr. David L. Romero Barbara A. Casey Vincent Howell-Absent
ALSO PRESENT:	Richard Trujillo, City Manager Casandra Fresquez, City Clerk H. Chico Gallegos, City Attorney Juan Montano, Sergeant At Arms

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Mayor Gurulé-Girón asked for Councilor Ulibarri, Jr. to lead the moment of silence.

Councilor Ulibarri, Jr. asked for a moment of silence to offer condolences to the family of Officer Louie Montoya, due to his passing recently. Councilor Ulibarri, Jr. acknowledged that he had been employed with the City of Las Vegas in the past and added that he now was with God.

APPROVAL OF AGENDA

Councilor Casey made a motion to approve the agenda as is. Councilor Ulibarri, Jr. seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

Barbara A. Casey	Yes	David L. Romero	Yes
David A. Ulibarri, Jr.	Yes	Vincent Howell	Absent

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

APPROVAL OF MINUTES

Councilor Casey advised she had previously contacted City Clerk Fresquez on minor corrections to the minutes and made a motion to approve the minutes for July 11th, August 10th and August 17th, 2016 with corrections. Councilor seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

David A. Ulibarri, Jr.	Yes	Barbara A. Casey	Yes
David L. Romero	Yes	Vincent Howell	Absent

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

MAYOR'S APPOINTMENTS/REPORTS

Mayor Gurulé-Girón advised that there was a vacancy on the Planning and Zoning Commission Board and asked for confirmation by the Council to appoint Manuel Varela to the position.

Council agreed with appointing Manuel Varela to the Planning and Zoning Commission Board.

MAYOR'S RECOGNITIONS/PROCLAMATIONS

City Clerk Fresquez read a proclamation on behalf of Mayor Gurulé-Girón and the City Council, proclaiming general aviation a vital strategic resource to the City of Las Vegas and declaring the month of September 2016 as: "General Aviation Appreciation Month".

PUBLIC INPUT

Mariano Ulibarri gave a brief overview of the mission of the Parachute Factory which was to empower the youth and the community in sharing knowledge, skills and cultural traditions. Mr. Ulibarri thanked the City of Las Vegas for allowing them to give opportunities at the community level and hoped that other non-profit organizations would understand their goals to help the community.

Sarah Moore spoke briefly regarding her support for Jill Stein, a 3rd party candidate in the national elections and informed that she also supported Mayor Gurulé-Girón and thanked her for all the work she had accomplished in her short time as Mayor of Las Vegas. Ms. Moore recommended to the Governing Body to accept Public Input sign-in at the time of arrival instead of fifteen (15) minutes prior to the meeting.

Adelita Lujan spoke in support of the Parachute Factory and explained that their goal was to benefit, strengthen and empower the City of Las Vegas.

Salvador Higgins stated that water and air were "life" and added that he was against fracking in the City of Las Vegas. Mr. Higgins asked for the help of the elected officials concerning the water issues and spoke briefly of many water issues in the past when he worked for the City of Las Vegas.

Councilor Casey advised that she had received a request from Bob Wessely by e-mail asking to add his Public Input although had not signed his name to the Public Input list.

Mayor Gurulé-Girón advised that Mr. Wessely's Public Input could not be read due to not being signed in.

City Manager Trujillo noted that Public Input received from Bob Wessely would be added to the meeting minutes.

Bob Wessely expressed in the Public Input request letter submitted through e-mail to Councilor Casey, that his interests were regarding the Water Conveyance System improvement project and wanted to know what the City did with the

nearly $2.4 million of unused grant funds from the previously awarded highly competitive $4 million grant/loan (90% grant, 10% loan) for Phase I of the Conveyance System improvement project, to be administered by the NMFA.

Mr. Wessely also stated "when you hold Public Hearing on agenda, business item 1, the City's disposition of the unused $2.4 million grant really ought to be included in the "record proper".

CITY MANAGER'S REPORT

City Manager Trujillo took the opportunity to thank all Directors, Managers, Supervisors and City staff for working together in building a good working environment throughout the City and was proud of how every department was willing to offer help wherever needed.

City Manager Trujillo advised that Chief of Police Juan Montano would make a presentation regarding the Multiple Sclerosis fundraiser held during the recent Rough Rider Motorcycle Rally.

Chief Montano reported that the Police Department had been looking into ways of better serving the community and stated that after doing some research they learned that there were several City employees suffering from Multiple Scleroses therefore chose to sponsor that cause. Chief Montano advised that with the cooperation and donations of many, they collected close to $1,400.00 for MS research and also received sponsorship from local businesses regarding the walk-a-thon. Chief Montano thanked Mayor Gurulé-Girón, Council and City Manager Trujillo for their encouragement and for their approval to carry out the fundraiser.

Library Manager Rosita Ellis advised that City staff who worked the 4th of July Fiestas helped in the way of obtaining sponsors for the walk-a-thon and informed that she and her husband, along with her staff made donations and that the fundraising was extended through the time of the Motorcycle Rally. Mrs. Ellis also thanked Annette Velarde for her efforts in collecting donations as well.

LVPD Information Division employee Theresa Duran thanked everyone who took part in the fundraiser and advised she had informational material pertaining to Multiple Scleroses available.

City Manager Trujillo advised that the Solid Waste Department K.A.B. Coordinator Consuelo Gallegos would report on the progress made regarding the K.A.B. program.

K.A.B. Coordinator Consuelo Gallegos gave an overview regarding the accomplishments made in the Solid Waste K.A.B. program which included Rehabilitation with Summer Youth on Bridge 104 on Railroad Avenue, Illegal dumpsites, Amnesty Day and the 3rd Annual "Don't Trash Our Trails" Day.

K.A.B. Coordinator Gallegos thanked many local businesses for their donations towards the 3rd Annual Don't Trash Our Trails project and was very pleased with the departments working as a team which was vital in the goal of beautifying the community. Ms. Gallegos stated she had future goals which included obtaining grants, grant education, clearing of abandoned homes and clean-up programs within all four wards.

City Manager Trujillo thanked Utilities Director Maria Gilvarry and the Solid Waste Department staff for their hard work in doing their part in keeping our city clean with hopes of the community following the example. City Manager Truillo added that he had initiated a clean-up challenge to Directors, as to which department would collect the most trash.

Community Development Director Annette Velarde advised that many exciting things were happening in Las Vegas including the movie "Making A Killing" which would be filmed entirely in Las Vegas and introduced the writer of the film, Jaime Peltz.

Mr. Peltz advised that they had opportunities for several different locations to film this movie and chose the City of Las Vegas due to receiving such a warm welcoming from a wonderful community. Mr. Peltz added that they believed in using local resources and spending all their money in Las Vegas and commended Police Chief Montano, Commander Chris Lopez, Community Development Director Annette Velarde and her staff as well as other departments from the City of Las Vegas for all their support.

FINANCE REPORT

Finance Director Ann Marie Gallegos reported the Finance Report for the month ending August 31, 2016 which included the General Fund revenues at fifteen percent and expenditures at fifteen percent.

Finance Director Gallegos informed that the Recreation Department revenue was at fourteen percent and expenditures came in at seventeen percent with continued monitoring of minimal spending regarding personnel.

Finance Director Gallegos advised that the Enterprise Funds revenue was at fourteen percent and expenditures came in at twelve percent and informed that the GRT was being observed. Finance Director Gallegos added that she was advised by Rick Lopez from the DFA to be vigilant in the monitoring of spending due to many municipalities and counties anticipating difficulties.

CONSENT AGENDA

City Clerk Fresquez read the Consent Agenda into the record as follows:

1. Approval of Resolution #16-34 Budget Adjustment Resolution.

Resolution #16-34 was presented as follows:

STATE OF NEW MEXICO
MUNICIPALITY OF CITY OF LAS VEGAS
BUDGET ADJUSTMENT RESOLUTION NO. 16-34

WHEREAS, The Governing Body in and for the Municipality of Las Vegas, State of New Mexico has developed a budget for fiscal year 2017; 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 and;

WHEREAS, the City of Las Vegas is in need of making adjustments to the 2017 fiscal year budget;

WHEREAS, it is the majority opinion of this Council that the budget adjustment meets the requirement as currently determined for fiscal year 2017;

NOW, THEREFORE, the Governing Body of the City of Las Vegas passes this budget resolution for budget adjustments, PASSED, APPROVED AND ADOPTED THIS _21th__ DAY OF SEPTEMBER 2016.

_____
Mayor

ATTEST:

_____
Casandra Fresquez, City Clerk

Reviewed and Approved as to Legal Sufficiency Only:

_____
H. Chico Gallegos, City Attorney

2. Approval of certification of fixed assets/inventory for FY2016 as per Sections 12-6-1 NMSA 1978 through 12-6-14 NMSA 1978 Article 6 Audit Act.

3. Approval to accept Department of Finance and Administration pass through funds.

4. Approval of contract between the City of Las Vegas and the Parachute Factory.

5. Approval of contract between the City of Las Vegas and the Tri-County Farmers Market.

Councilor Casey made a motion to approve the Consent Agenda as read into the record. Councilor Ulibarri, Jr. seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

David L. Romero	Yes	Barbara A. Casey	Yes
David A. Ulibarri, Jr.	Yes	Vincent Howell	Absent

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

BUSINESS ITEMS

1. Conduct a Public Hearing and Approval/Disapproval to adopt Ordinance No. 16-01.

Councilor Casey made a motion to go into Public Hearing. Councilor Ulibarri, Jr. seconded the motion.

Ordinance #16-01 was presented as follows:

Due to length of Ordinance #16-01, Raw Water Conveyance pipeline project,*a complete copy may be obtained at the City Clerk's Office.*

Mayor Gurulé -Girón asked for roll call. Roll Call Vote was taken and reflected the following:

David L. Romero	Yes	David A. Ulibarri, Jr.	Yes
Barbara A. Casey	Yes	Vincent Howell	Absent

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

City Attorney Gallegos swore in the individuals, who would be providing testimony on the issue to include Maria Gilvarry and Richard Trujillo.

Utilities Director Maria Gilvarry advised that the Raw Water Conveyance pipeline project consists of construction of a raw water conveyance feed pipeline from Peterson reservoir to Bradner reservoir. This will allow for the inlet and outlet to be in separate locations improving water quality prior to treatment. The Water Trust Board (WTB) has awarded the City $1,370,960 in grant/loan (90% grant/10% loan) funding for the construction of the Raw Water Conveyance feed line. The funding agency requires that the agreement be adopted through ordinance. Ordinance 16-01 was published on August 24, 2016.

Utilities Director Gilvarry advised that this project was originally a four phase project which went all the way from the diversion to Bradner and added that the purpose of reducing the project was to re-evaluate the rehabilitation of the existing line instead of installing a new larger well water conveyance line which had been estimated to cost 12 million dollars. Utilities Director Gilvarry explained that this portion of the project had already gone through Construction Programs Bureau and Water Trust Board and approved for funding at the reduction cost of 1.3 million instead of the originally requested 4 million dollars.

Councilor Casey made a motion to accept the record proper and to close the Public Hearing. Councilor Ulibarri, Jr. and Councilor Romero seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

David A. Ulibarri, Jr.	Yes	Barbara A. Casey	Yes
David L. Romero	Yes	Vincent Howell	Absent

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

Councilor Casey made a motion to reconvene into regular session. Councilor Romero and Councilor Ulibarri, Jr. seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

David L. Romero	Yes	Barbara A. Casey	Yes
David A. Ulibarri, Jr.	Yes	Vincent Howell	Absent

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

Councilor Casey made a motion to adopt Ordinance #16-01. Councilor Romero seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

David Ulibarri, Jr.	Yes	David L. Romero	Yes
Barbara A. Casey	Yes	Vincent Howell	Absent

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

2. Approval/Disapproval of Las Vegas of Las Vegas Police Officer's Association (LVPOA) Lodge No. 20 Collective Bargaining Agreement.

Chief of Police Montano advised that the Las Vegas Police Department came to an agreement with the LVPOA after negotiations which pertained partly to a grievance filed by the LVPOA in February 2016, concerning the original Pay Plan and Shift Differential.

City Attorney H. Chico Gallegos advised that the Las Vegas Police Officer's Association Lodge #20 had ratified the proposed 2015 through 2018 contract between the City of Las Vegas and the Las Vegas Police Officer's Association and added that copies of the collective bargaining agreement with the changes were provided to the Governing Body.

City Attorney Gallegos expressed that he was honored to be a part of the process and added that he admired the honor and integrity shown by both parties in wanting to do what was best for Law Enforcement and praised the unique attribute and qualities from our local law enforcement and felt the agreement would reflect the compensation consistently with the efforts shown by law enforcement.

Councilor Casey advised that she was pleased with the language and the changes made on the agreement.

Councilor Casey made a motion to approve the Las Vegas Police Officer's Association (LVPOA) Lodge No. 20 Collective Bargaining Agreement. Councilor Romero and Councilor Ulibarri, Jr. seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

David A. Ulibarri, Jr.	Yes	Barbara A. Casey	Yes
David L. Romero	Yes	Vincent Howell	Absent

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

3. Approval/Disapproval of Resolution 16-35 2018-2022 Infrastructure Capital Improvement Plan (ICIP) for the City of Las Vegas Senior Center.

Senior Center Manager Wanda Salazar advised that the Department of Finance, Local Government Division (DFA/LGD) recommends that municipalities prepare and submit an Infrastructure Capital Improvement Plan (ICIP). The ICIP is a five year plan to establish priorities for anticipated capital improvement projects; it is developed and submitted annually. The ICIP plays an integral part in priority setting and decision making at the state level and upcoming legislature.

Senior Center Manager Wanda Salazar gave a detailed overview of three plans for the Senior Citizens Centers regarding the 2018-2022 ICIP which included Las Vegas, San Miguel and Pecos Senior Centers and informed the needs consisted of parking lot improvements/renovations, kitchen equipment, washer/dryer, IT needs, vehicles and furniture as well.

Community Services Director Pam Marrujo informed that the State required that the Senior Center submit a separate ICIP plan from the city's ICIP in order to obtain its own resolution and advised that the plan would be visited annually and if needs would arise they would be added to next year's ICIP plan.

Councilor Ulibarri, Jr. asked for a funding dollar amount received from other agencies.

Senior Center Manager Salazar advised that the Area Agency on Aging did not provide funding for ICIP but informed that the Aging and Long Term Services would fund several projects on the ICIP plan.

Council Casey asked what other funding sources had been looked at for the Senio Centers and suggested applying for grants or to seek other foundations to fund entertainment.

Senior Center Manager Salazar informed of the funding sources the Senior Center utilized which included New Mexico Aging & Long Term Services which funded $600,000.00 from Federal/State monies, City of Las Vegas, Donations from seniors, San Miguel County and from the Village of Pecos.

City Manager Trujillo advised that he was looking into bringing in a professional Grant Writer to assist the departments and explained that the Directors would be responsible for finding the funding.

Councilor Casey made a motion to approve of Resolution 16-35 2018-2022 Infrastructure Capital Improvement Plan (ICIP) for the City of Las Vegas Senior Center. Councilor Ulibarri, Jr. seconded the motion.

Resolution #16-35 was presented as follows:

STATE OF NEW MEXICO
CITY OF LAS VEGAS
RESOLUTION NO. 16-35

A RESOLUTION ADOPTING AN INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN (ICIP) FOR THE LAS VEGAS SENIOR CENTER

WHEREAS, the City of Las Vegas recognizes that the financing of public capital projects has become a major concern in New Mexico and nationally; and

WHEREAS, in times of scarce resources, it is necessary to find new financing mechanisms and maximize the use of existing resources; and

WHEREAS, systematic capital improvements planning is an effective tool for communities to define their development needs, establish priorities and pursue concrete actions and strategies to achieve necessary project development; and

WHEREAS, this process contributes to local and regional efforts in project identification and selection in short and long range capital planning efforts.

NOW, THEREFORE, BE IT RESOLVED, by the City of Las Vegas Governing Body that:

1. The City of Las Vegas has adopted the attached FY 2018-2022 Infrastructure Capital Improvement Plan for the Las Vegas Senior Center, and
2. It is intended that the Plan be a working document and is the first of many steps toward improving rational, long-range capital planning and budgeting for New Mexico's infrastructure.

PASSED, APPROVED AND ADOPTED by the Governing Body, this _____ day of September, 2016.

Signed:

_____

ATTEST:

Mayor Tonita Gurulé-Girón

_____

Casandra Fresquez, City Clerk

APPROVED AS TO LEGAL SUFFICIENCY ONLY:

_____

H. Chico Gallegos, City Attorney

Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

David L. Romero	Yes	Barbara A. Casey	Yes
David A. Ulibarri, Jr.	Yes	Vincent Howell	Absent

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

4. Approval/Disapproval of Resolution #16-36. A resolution supporting the submission of an application for funding to the New Mexico Department of Transportation Alternative Program (TAP) for the construction of River-Walk Trail System, Section 1: 1500 feet South of Bridge Street. (attached map)

Public Works Director Veronica Gentry advised that as part of the grant submittal criteria for the New Mexico Department of Transportation Alternative Program (TAP), it is required that a Resolution of Support from the Local Governing Body accompany the grant application. In complying with this criteria, staff is requesting that the resolution be approved.

Public Works Director Gentry advised that the project would consist of the following:

- Improving existing asphalt/paved surface
- Addressing drainage system
- Proper signage
- Striping along roadway

Public Works Director Gentry explained that moving forward with this project would enhance the quality of life for the community and informed that the submission of the application would consist of a partnership with San Miguel County and would demonstrate a willingness to meet the need to the whole community.

Councilor Romero was in support of the construction of the River-Walk Trail System although he did not have a chance to review the new information at hand due to it not being in the agenda packet.

Councilor Casey agreed with Councilor Romero regarding the information and added that it was frustrating to receive information at the regular meeting that was never discussed at the work session. Councilor Casey advised that she was in support of the much needed River-Walk construction and thought it would improve the River-Walk system as well as enhance the West Las Vegas School area but requested that new agenda items not be added unless they were "emergency" in nature.

City Manager Trujillo advised that the County was submitting the application and notified the City about needing to include the resolution by September 30, 2016; City Manager Trujillo apologized for not notifying the Governing Body and assured that they would be notified of any changes in the future.

Councilor Casey made a motion to approve of Resolution #16-36 supporting the submission of an application for funding to the New Mexico Department of Transportation Alternative Program (TAP) for the construction of River-Walk Trail System, Section 1: 1500 feet South of Bridge Street. Councilor Ulibarri, Jr. seconded the motion.

Resolution #16-36 was presented as follows:

CITY OF LAS VEGAS, NEW MEXICO

Resolution No. 16-36-City of Las Vegas a Resolution of Sponsorship

For a Transportation Alternative Program Application **(TAP)** Maintenance Commitment a Resolution declaring the eligibility and intent of City of Las Vegas and the San Miguel County to submit an application to the New Mexico Department of Transportation for Federal Fiscal Year 2018-1019 TAP Funds.

WHEREAS, City of Las Vegas and San Miguel County, New Mexico have the legal authority to apply for receive and administer federal funds; and

WHEREAS, City of Las Vegas and San Miguel County are submitting an application jointly for Federal Fiscal Year 2018-2019 (FFY18-19) New Mexico TAP funds in the amount of $210,000.00, as set forth by the Federal Legislation, Fixing America's Surface Transportation (FAST) Act, and as outlined in the FFY18-19 New Mexico TAP/RTP Guide; and

WHEREAS, the Community River Walk Trail System Expansion and Improvements named in the TAP application are eligible project(s) under New Mexico TAP and the FAST Act; and

WHEREAS, City of Las Vegas and San Miguel County respectively acknowledge availability of the required local match of 14.56% and the availability of funds to pay all costs up front, as TAP is a cost reimbursement program; and

WHEREAS, City of Las Vegas and San Miguel County respectively agree to pay any costs that exceed the project amount if the application is selected for funding; and

WHEREAS, City of Las Vegas and San Miguel County respectively agree to maintain all project(s) constructed with TAP funding for the useable life of the project(s);

NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODIES OF CITY OF LAS VEGAS AND SAN MIGUEL COUNTY THAT:

1. City of Las Vegas and San Miguel County authorize Richard R. Trujillo, City Manager submit an application for FFY18-19 New Mexico TAP funds in the amount of $210,000.00 from the New

Mexico Department of Transportation (NMDOT) on behalf of City of Las Vegas and San Miguel County of Las Vegas respectively.

2. That City of Las Vegas and San Miguel County assure NMDOT that if TAP funds are awarded, sufficient funding for the local match and for upfront project costs are available, since TAP is a reimbursement program, and that any costs exceeding the award amount will be paid for by City of Las Vegas and San Miguel County respectively.

3. That City of Las Vegas and San Miguel County respectively assure NMDOT that if awarded TAP funds, sufficient funding for the operation and maintenance of the TAP project(s) will be available for the life of the project.
4. That Richard R. Trujillo of City of Las Vegas is authorized to enter into a Cooperative Project Agreement with NMDOT for TAP project(s) using these funds set forth by the FAST Act on behalf of the citizens of City of Las Vegas and San Miguel County. Richard R. Trujillo is also authorized to submit additional information as may be required and act as the official representative of City of Las Vegas and San Miguel County in this and subsequent related activities.

5. That City of Las Vegas and San Miguel County assure NMDOT that City of Las Vegas is willing and able to administer all activities associated with the proposed project(s).

NOW, THEREFORE BE IT RESOLVED, that the Mayor and Council of the City of Las Vegas and the Board of Commissioners of San Miguel County, by unanimously passing this Resolution, hereby authorize the submission of an application to the New Mexico Department of Transportation for Federal Fiscal Year 2018-2019 TAP Funds.

PASSED, APPROVED AND ADOPTED, this _____day of September 2016.

_____

Tonita Gurulé-Girón, Mayor

ATTEST:

_____

Casandra Fresquez, City Clerk

REVIEWED AND APPROVED BY:

_____

H. Chico Gallegos, City Attorney

Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

David L. Romero	Yes	Barbara A. Casey	Yes
David A. Ulibarri, Jr.	Yes	Vincent Howell	Absent

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

COUNCILORS' REPORTS

Councilor Romero made a request from a concerned constituent about adding speed bumps in the area of 8th and Columbia Streets.

Councilor Casey thanked Veronica Gentry and Maria Gilvarry for their urgency and professionalism when they recently had to address some constituent requests and advised that she was pleased with the City's department's urgent reactions regarding requests from the community.

Councilor Casey advised she visited the 104 bridge on Railroad Avenue and thanked Alejandro Rivera and his clients from Resolana y Amistad , UWC students and many other people he had partnered with for their hard work in beautifying that area.

Councilor Casey informed that she was part of several committees in the community and added that Mayor Gurulé-Girón recommended for Council to collaborate with Educational Institutions and informed she was working on a plan which included the City helping the public schools without having to use any funding.

Councilor Casey advised that she had recently met with the Highlands University Alumni & Community Relations Committee and suggested to include a link of their website to the City's website in order for the community to access more information about Highlands University while on the City's website.

Councilor Casey advised that she recently visited the Tri County Farmer's Market and added that she spoke with various vendors and felt good about having the market in the community, felt it was a value added entity and thanked everyone who was involved in the management of the market.

Councilor Ulibarri, Jr. advised that he was contacted by neighbors regarding drainage issues in the areas of Keen/Grant Streets due to drainage from Rodriguez Baseball Park and also on National/Romero Streets due to drainage coming from the PNM property.

City Manager Trujillo advised the drainage issues would be addressed.

Mayor Gurulé-Girón informed that constituent services were very important to the entire administration and thanked City Manager Trujillo for working with the City's outstanding Directors and stated that she was pleased with the outcome.

EXECUTIVE SESSION

City Manager Trujillo advised that there was no need for Executive Session.

ADJOURN

Councilor Casey made a motion to adjourn. Councilor Ulibarri, Jr. seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

David A. Ulibarri, Jr.	Yes	David L. Romero	Yes
Barbara A. Casey	Yes	Vincent Howell	Absent

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

_____

Mayor Tonita Gurulé-Girón

ATTEST:

_____

Casandra Fresquez, City Clerk

GENERAL FUND REVENUE COMPARISON
THRU SEPTEMBER 30, 2016 25% OF YEAR LAPSED (3 of 12 months)
FISCAL YEAR 2017

Total Budget to Actual Comparison

	A	B	C	D	E	G (E/B)
	FY 2016 BUDGET	FY 2017 BUDGET	FY 2017 YTD - BUDGET	FY 2016 YTD - ACTUAL	FY 2017 YTD - ACTUAL	FY 2017 % REV
PROPERTY TAX	1,350,000	1,373,000	343,250	1,415,383	95,237	7%
GROSS RECEIPT TAX 1.225	3,550,000	3,550,000	887,500	3,553,542	951,641	27%
FRANCHISE TAX	800,000	800,000	200,000	807,805	175,966	22%
GROSS RECEIPT TAX .75	2,585,000	2,350,000	587,500	2,299,216	625,410	27%
1/8 INFRASTRUCTURE	350,000	351,000	87,750	361,198	104,987	30%
GRT .25 (JAN 2011)	680,000	697,000	174,250	685,582	271,320	39%
GRT -HOLD HARMLESS (JULY 2015	(85,000)	(85,000)	-21,250	(85,000)	(21,250)	25%
LICENSE & FEES	71,600	74,000	18,500	80,730	7,514	10%
INTERGOVERNMENTAL	66,000	71,500	17,875	76,494	18,936	26%
LOCAL-FINES	62,100	62,000	15,500	62,143	21,866	35%
LOCAL-MISC	1,657,230	1,699,730	424,933	1,860,468	483,993	28%
TOTAL	11,086,930	10,943,230	2,735,808	11,117,561	2,735,620	25%

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

GENERAL FUND EXPENDITURE COMPARISON
THRU SEPTEMBER 30, 2016 25% OF YEAR LAPSED (3 of 12 months)
FISCAL YEAR 2017

Total Budget to Actual Comparison

	A	B	C	D	E	F	H (E/B)
	FY 2016 BUDGET	FY 2017 BUDGET	FY 2017 YTD - BUDGET	FY 2016 YTD - ACTUAL	FY 2017 YTD - ACTUAL	FY 2017 AVAIL. BAL.	% BDGT
JUDICIAL	282,087	306,205	76,551	282,056	79,856	226,349	26%
EXECUTIVE	480,602	473,253	118,313	411,568	94,945	378,308	20%
ADMINISTRATION	247,913	237,645	59,411	246,214	56,529	181,116	24%
CITY ATTORNEY	213,770	231,159	57,790	206,840	48,119	183,040	21%
PERSONNEL/HR	274,354	302,945	75,736	274,322	64,908	238,037	21%
FINANCE	569,608	635,992	158,998	543,228	130,241	505,751	20%
COMMUNITY DEV.	567,364	584,148	146,037	427,253	98,261	485,887	17%
POLICE	3,928,874	3,955,291	988,823	3,358,911	931,527	3,023,764	24%
CODE ENFORCEMENT	168,661	152,437	38,109	130,374	25,045	127,392	16%
ANIMAL SHELTER	133,690	135,490	33,873	134,256	2,710	132,780	2%
FIRE	1,276,366	1,293,012	323,253	1,171,724	287,412	1,005,600	22%
PUBLIC WORKS/AIRPORT	492,606	451,854	112,964	424,991	97,178	354,676	22%
PARKS	305,020	327,301	81,825	197,579	54,622	272,679	17%
AIRPORT	0	0	0	0	0	0	0%
LIBRARY	201,256	216,546	54,137	185,087	50,975	165,571	24%
MUSEUM	192,888	162,796	40,699	125,378	34,330	128,466	21%
GENERAL SERVICES	2,649,000	1,909,000	477,250	1,939,451	298,310	1,610,690	16%
SALARY CONTINGENCY	50,000	0	0	38,853	0	0	0%
TRANSFERS	505,058	475,000	118,750	505,058	199,869	275,131	42%
TOTAL	12,539,117	11,850,074	2,962,519	10,603,143	2,554,837	9,295,237	22%

RECREATION DEPARTMENT-REVENUE COMPARISON
THRU SEPTEMBER 30, 2016 -25% OF YEAR LAPSED 3 OF 12 MONTHS
FISCAL YEAR 2017

	A	B	C	D	E	G (E/B)
	FY 2016 BUDGET	FY 2017 BUDGET	FY 2017 YTD - BUDGET	FY 2016 YTD - ACTUAL	FY 2017 YTD - ACTUAL	% REV
WELLNESS CENTER	100,000	100,000	25,000	114,446	9,780	10%
OPEN SWIM	0	0				0%
YAFL	6,000	3,000	750	2,030	0	0%
YABL	20,000	20,000	5,000	19,011	1,320	7%
SUMMER FUN PROGRAM	20,000	20,000	5,000	15,797	1,241	6%
RECREATION-OTHER	49,000	29,800	7,450	32,116	2,566	9%
GEN FUND TRANSFER	400,000	400,000	100,000	400,000	100,000	25%
TOTAL	595,000	572,800	143,200	583,400	114,907	20%

RECREATION DEPARTMENT- EXPENDITURE COMPARISON
THRU SEPTEMBER 30, 2016 -25% OF YEAR LAPSED 3 OF 12 MONTHS
FISCAL YEAR 2017

	A	B	C	D	E	F	H (E/B)
	FY 2016 BUDGET	FY 2017 BUDGET	FY 2017 YTD - BUDGET	FY 2016 ACTUAL	FY 2017 YTD - ACTUAL	FY 2017 AVAIL. BAL.	% BDGT
EMPLOYEE EXP.	552,495	552,495	138,124	523,505	133,016	419,479	24%
YAFL	3,500	3,500	875	2,964	0	3,500	0%
YABL	6,630	6,630	1,658	5,883	0	6,630	0%
OTHER OPERATING EXP.	66,610	66,610	16,653	66,610	12,882	53,728	19%
CAPITAL OUTLAY	4,000	4,000	1,000	3,779	685	3,315	17%
TOTAL	633,235	633,235	158,309	602,741	146,583	486,652	23%

ENTERPRISE FUNDS-REVENUE COMPARISON
THRU SEPTEMBER 30, 2016 -25% YEAR LAPSED (3 of 12 months)
FISCAL YEAR 2017

Total Budget to Actual Comparison

	A	B	C	D	E	G
	FY 2016 BUDGET	FY 2017 BUDGET	FY 2017 YTD - BUDGET	FY 2016 YTD - ACTUAL	FY 2017 YTD - ACTUAL	(E/B) % BUDGET
WASTE WATER (610)	2,826,738	2,859,638	714,910	2,783,241	769,523	27%
NATURAL GAS (620)	5,673,019	5,237,000	1,309,250	5,211,845	527,130	10%
SOLID WASTE (630)	3,547,294	3,404,700	851,175	3,518,794	939,192	28%
WATER (640)	4,742,650	4,743,050	1,185,763	4,825,859	1,358,486	29%
Total of Enterprise Funds	16,789,701	16,244,388	4,061,097	16,339,739	3,594,331	22%

ENTERPRISE FUNDS-EXPENDITURES COMPARISON
THRU SEPTEMBER 30, 2016 -25% YEAR LAPSED (3 of 12 months)
FISCAL YEAR 2017

Budget to

	A	B	C	D	E	F	H
	FY 2016 BUDGET	FY 2017 BUDGET	FY 2017 YTD - BUDGET	FY 2016 ACTUAL	FY 2017 YTD - ACTUAL	FY 2017 AVAIL. BAL.	(E/B) % BUDGET
WASTE WATER(610)	2,663,075	2,490,379	622,595	2,382,172	507,668	1,982,711	20%
NATURAL GAS (620)	6,178,945	5,876,026	1,469,007	4,974,033	638,317	5,237,709	11%
SOLID WASTE (630)	3,330,517	3,614,217	903,554	2,791,805	850,786	2,763,431	24%
WATER (640)	6,800,813	5,187,836	1,296,959	6,493,367	1,067,038	4,120,798	21%
Total of Enterprise Funds	18,973,350	17,168,458	4,292,115	16,641,377	3,063,809	14,104,649	18%

CITY COUNCIL MEETING AGENDA REQUEST

DATE:09/30/2016 DEPT: Finance **MEETING DATE: 10/19/2016**

ITEM/TOPIC:. Resolution 16-40

ACTION REQUESTED OF COUNCIL: Approval/Disapproval of Resolution 16-40

BACKGROUND/RATIONALE: The City of Las Vegas is requesting increases to the FY2017 Budgeted revenues, expenditures, transfers to and from within various funds of the FY2017 Budget.

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:

TONITA GURULE-GIRON
MAYOR

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

RICHARD TRUJILLO
CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

H. CHICO GALLEGOS
CITY ATTORNEY
(ALL CONTRACTS MUST BE REVIEWED)

STATE OF NEW MEXICO
MUNICIPALITY OF CITY OF LAS VEGAS
BUDGET ADJUSTMENT RESOLUTION NO. 16-40

WHEREAS, The Governing Body in and for the Municipality of Las Vegas, State of New Mexico has developed a budget for fiscal year 2017; 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 and;

WHEREAS, the City of Las Vegas is in need of making adjustments to the 2017 fiscal year budget;

WHEREAS, it is the majority opinion of this Council that the budget adjustment meets the requirement as currently determined for fiscal year 2017;

NOW, THEREFORE, the Governing Body of the City of Las Vegas passes this budget resolution for budget adjustments, PASSED, APPROVED AND ADOPTED THIS _19th__ DAY OF OCTOBER 2016.

_____
Mayor

ATTEST:

_____
Casandra Fresquez, City Clerk

Reviewed and Approved as to Legal Sufficiency Only:

_____
H. Chico Gallegos, City Attorney

9/30/2016

CITY OF LAS VEGAS
RESOLUTION 16-
BUDGET ADJUST REQUEST
FISCAL YEAR 2017

Resolution 16-	Fund		Revenues	Transfers		Expenditures	
Bullet Proof Prog	261-0000-430-5878	Revenue	$ 6,675.00	$ -		$ -	Grant Revenue
Bullet Proof Prog	261-0000-710-7523	Equipment <1000.				$ 6,675.00	Equipment
Jag Grant	248-0000-430-5326	Grant revenue	$ 11,537.00	$ -			Grant revenue
Jag Grant	248-0000-710-7523	Supplies		$ -		$ 5,769.00	Supplies/matls/other serv
Jag Grant	248-0000-710-7305	Contractual Services				$ 5,768.00	Contractual Services
E911 Grant	294-0000-430-5303	Grant Revenue	$ 333,613.00				Revenue
E911 Grant	294-0000-740-7202	Travel				$ 8,000.00	Travel Expenditures
E911 Grant	294-0000-740-7203	Training/Seminars				$ 7,000.00	Registration Expenditures
E911 Grant	294-0000-740-7402	Materials				$ 312,698.00	Materials
E911 Grant	294-0000-740-7305	Professional Services				$ 200.00	Prof Serv
E911 Grant	294-0000-740-8004	Equipment				$ 4,715.00	Equipment
E911 Grant	294-0000-740-7523	Supplies				$ 1,000.00	Supplies
Waste Wtr Grant	613-0000-550-5895	Loan/Grant #016	$ 216,406.00	$ -			Loan/Grant Proceeds
Waste Wtr Grant	613-0000-650-8742	Solid Waste Sludge Project		$ -		$ 216,406.00	Sludge Project
				$ -			
				$ -			
		Total	**$ 568,231.00**	**$ -**	**$ -**	**$ 568,231.00**	

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 10/11/2016 **DEPT: Public Works** **MEETING DATE: 10/19/2016**

ITEM/TOPIC: Resolution #16-38, supporting COOP-SP-4-17 (957).

ACTION REQUESTED OF COUNCIL: Approval of Resolution # 16-38.

BACKGROUND/RATIONALE: A resolution is required to support the Cooperative Agreement.

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:

TONITA GURULE-GIRON
MAYOR

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

RICHARD TRUJILLO
CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

H. CHICO GALLEGOS
CITY ATTORNEY
(ALL CONTRACTS MUST BE REVIEWED)

Revised 4/20/16

CITY OF LAS VEGAS, NM
RESOLUTION NO. 16-38

A Resolution Supporting the New Mexico Department of Transportation Municipal Cooperative Agreement/COOP-SP-4-17(957) for the Plan design, Construction management, Construction, Reconstruction, Pavement rehab, Drainage improvements and Miscellaneous construction to various entity streets.

WHEREAS, the estimated cost of the above described is forty nine thousand and ninety three dollars ($49,093.00).

WHEREAS, the City of Las Vegas' governing body has declared improvements to various entity streets a necessity for the good and well being of citizens of Las Vegas, New Mexico and support cooperative agreement for these funds to accomplish the work; and

WHEREAS, the City of Las Vegas will agree to work in accordance with the funding requirements of the Municipal Cooperative Agreement/COOP-SP-4-17(957) provided it be successful in receiving the funding necessary for these improvements.

NOW, THEREFORE, be it and it hereby is resolved by the governing body of the City of Las Vegas that the cooperative agreement for the above funding be submitted to the New Mexico Department of Transportation, Municipal Cooperative Agreement/COOP-SP-4-17-(957).

PASSED, APPROVED AND ADOPTED this _____day of October, 2016.

City of Las Vegas

_____
MAYOR

ATTEST:

_____
CASANDRA FRESQUEZ, CITY CLERK

CITY COUNCIL MEETING AGENDA REQUEST

DATE: **10/12/16** ***DEPT*****: Community Development Dept.**

MEETING DATE**: 10/19/16**

ITEM/TOPIC: Contract between the City of Las Vegas and the Las Vegas Independent Business Alliance (Entrepreneurial Network Program)

ACTION REQUESTED OF COUNCIL**: *Approval/Disapproval of*** Contract between the City of Las Vegas and the Las Vegas Independent Business Alliance (Entrepreneurial Network Program)

BACKGROUND/RATIONALE**:** IBA/ Entrepreneurial Network Program contracts with the Regional Development Corporation (RDC) to help retain, expand, and/or create new small business in Northern New Mexico by sustaining an Entrepreneurial Network Program serving Las Vegas. They will enter into a contract with the city to continue to offer this service and to help the city in the promotion of its Brand and Ad Campaign.

STAFF RECOMMENDATION: Approval *of* Contract between the City of Las Vegas and the Las Vegas Independent Business Alliance (Entrepreneurial Network Program)

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.

Annette Velarde

SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

Tonita Gurule-Giron

TONITA GURULE-GIRÓN
MAYOR

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

RICHARD TRUJILLO
CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

H. CHICO GALLEGOS
CITY ATTORNEY
(ALL CONTRACTS MUST BE REVIEWED)

Revised 4/20/16/green

CONTRACT BETWEEN THE CITY OF LAS VEGAS, NEW MEXICO
AND
LAS VEGAS FIRST INDEPENDENT BUSINESS ALLIANCE
(ENTREPRENEURIAL NETWORK PROGRAM)

This contract entered into this _____ day of _____, 2016, and effective _____, 2016 thru June 30, 2017, between the City of Las Vegas, New Mexico, a municipal corporation, hereinafter called the "City" and the Las First Independent Business Alliance (Entrepreneurial Network Program), a non-profit corporation, hereinafter called the "Contractor."

WHEREAS, the Regional Development Corporation (RDC) has entered into contract with the Las Vegas First Independent Business Alliance to help retain, expand, and/or create new small businesses in Northern New Mexico by sustaining an Entrepreneurial Network Program serving Las Vegas; and

WHEREAS, the Las Vegas First Independent Business Alliance has provided written documentation demonstrating that the Regional Development Corporation (RDC) has renewed funding for the Entrepreneurial Network Program; and

WHEREAS, the City commits financial support through June 30, 2017, prorated on a quarterly or project completion basis in an amount during contract period not to exceed Ten Thousand and 00/100 Dollars ($10,000.00) to be paid to the Contractor under the terms and conditions of this Contract.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

The City will pay on invoices presented under this Contract where work (described under Addendum A, Scope of Work attached hereto) has been completed and services have been provided to the City according to the schedule indicated in said Addendum. To be paid for any invoice, the Contractor must be current in reporting requirements. The requirements are as follows:

A. SCOPE OF WORK

See Addendum A, Scope of Work attached hereto.

B. EXECUTION OF SCOPE OF WORK

Contractor shall implement the Scope of Work and as detailed in Addendum A.

C. DELIVERABLES

Contractor shall submit a deliverable implementation report and financial report on a quarterly or project completion basis for review and approval by the Community Development Director with a copy to the City Manager's office prior to the City making payment to the Contractor. The report must include, but is not limited to, all activities conducted by the Contractor as outlined in the Scope of Work, and all revenues and expenditures, to include any revenues from sources other than the City.

D. ANNUAL AUDIT

Contractor shall provide a complete financial audit to the City no later than three (3) months from the effective date of this contract. The audit must be prepared by an independent auditor and will be paid for by the Contractor.

E. PAYMENT

Payment to the Contractor shall be prorated from the date of contract through the end of the contract and may be made on a quarterly or project basis based upon the scheduled completion date of project, submittal of invoices and support documentation and the receipt of a deliverable implementation report and financial report.

Invoices shall include (i) Contractor name and address, (ii) description of the work performed or services acquired, (iii) the amount of payment requested, and (iv) a certification by an authorized officer of the Contractor as to the statements set forth in the invoice, (v) any other detailed reporting as indicated in Addendum A attached and made part of this document. The Contractor shall submit reports and original invoices to the Community Development Department with a copy to the City Manager's office.

F. INSURANCE

Contractor will furnish the City's Finance Director with a Certificate of Insurance prior to disbursement of any funds. The insurance shall cover any and all activities engaged in and sponsored by Contractor and shall name the City as an additional insured.

G. HOLD HARMLESS

Contractor shall hold harmless, indemnify and defend the City and its "public employees" as defined in the New Mexico Tort Claims Act, Sections 41-4-1 to 41-4-29, NMSA 1978, as amended, against and from any and all claims losses, demands, judgments, damages, liabilities, lawsuits, expenses, attorney fees, and/or actions of any kind and nature, whether from death, bodily injury or damage to property resulting from, or related to, the Contractor's negligence or intentional acts, errors or omissions in the Contractor's performance under this Contract. The Contractor's agreement to hold harmless, indemnify and defend shall not be affected nor terminated by the cancellation or expiration of the term or any renewal or any other modification of this Contract for any reason, and shall survive the cancellation or expiration of the term or any renewal or any other modification of the Contract for negligence acts, errors or omissions to act occurring during the term of this Contract.

H. DISCLOSURE TO THE CITY

Any additional means of funding to include contracts and/or sub-contracts held by the Contractor with other funding entities shall be disclosed to the City prior to the execution of this contract. In addition, at such times and in such form as the City Council may require, Contractor shall furnish to the City, such statements, records, reports, data and information as the City may request pertaining to matters covered by this Agreement, and the Provider will permit the City to audit, examine and make excerpts of

transcripts from such records, and make audit of all data relating to all matters covered by this agreement subject to the limitations set out above.

I. NO FINANCIAL INTEREST

No officer or employee of the City or of the Contractor who exercises any function of responsibility in connection with the planning and implementation of any of the provisions of this Contract shall have any direct personal financial interest in this Contract, and the Contractor shall take appropriate steps to assure compliance.

J. PREJUDICE

No person, on account of race, color, religion, national origin or because of non-membership in the Contractor's organization shall be excluded from participating in, or denied benefits of any activity made possible through and resulting from this Contract.

K. POLITICAL ACTIVITY

None of the funds, materials, property or services rendered directly or indirectly under this Contract shall be used for any political activity, or to further the election or defeat of any candidate for state, federal or local office.

L. ASSIGNMENT

Contractor shall not assign any interest in this Contract, excluding payments for services by the Contractor, as provided for above and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto. Provided, however, that claims for money due, or to become due, to the Contractor from the City under this Contract may be assigned to a bank, trust company or other financial institution without such approval.

M. SUBJECT TO LAWS

Contractor shall comply at its own cost with all applicable laws, ordinances and codes of the federal, state and local governments.

N. NO FURTHER LIABILITY

The City shall not be obligated or liable under this Contract to any party other than the Contractor for payment of any monies, to include payroll taxes or for provision of any goods or services unless such liabilities are specifically agreed to in this Contract.

O. JURISDICTION

It is mutually agreed by and between the parties hereto that this Contract shall be performed in Las Vegas, San Miguel County, New Mexico, and further that any legal action or causes of action in connection, herewith, will be within the jurisdiction of the appropriate court in San Miguel County, New Mexico, for all purposes.

P. TERMINATION

The City may, with or without cause, terminate this Contract at any time upon thirty (30) days written notice of termination given to the Contractor. In such event, all finished or unfinished documents, data studies, photographs, reports and the rights to any property prepared or procured by the Contractor under this Contract shall, at the option of the City, become equitable compensation for any work satisfactorily completed through the termination date. Similarly, the Contractor may, with or without causes, terminate this Contract upon a thirty (30) day written notice, and the City shall reimburse the Contractor for any and all expenses incurred that have not been reimbursed prior to the time of notification provided those expenses otherwise proper hereunder.

Q. ENTIRE AGREEMENT

This Contract constitutes the entire Contract between the parties hereto; any prior Contract, whether written or oral, or assertion or statement, or understanding or other commitment antecedent to the Contract shall not have any force or effect whatsoever, unless the same is mutually agreed to by the parties hereto and reduced to writing. No changes or amendments to this Contract shall be effective except those on written approval by both parties.

R. AMENDMENT

This Contract will not be altered, changed or amended except by a written document signed by the parties to this Contract.

S. AUTHORITY TO BIND THE CITY

Contractor shall not have the authority to enter into any Contract/Agreement binding upon the City or to create any obligation on the part of the City, except such as shall be specifically authorized by the City's governing body or by the City Manager acting upon authority granted by the City's governing body.

T. NOTICES

Any notices required to be given under this Contract shall be deemed sufficient, if given in writing, by mail, to the principal office of the City or to the principal office of the Contractor.

U. BRIBERY AND KICKBACKS

As required by Section 13-1-191, NMSA 1978, as amended, it should be noted that it is a third degree felony under New Mexico Law to commit the offense of bribery of a public officer or public employee Section 30-24-1, NMSA 1978, as amended; it is a third degree felony to commit the offense of demanding or receiving a bribe by a public officer or public employee, Section 30-24-2, NMSA 1978, as amended; it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks,

Section 30-41-1, NMSA 1978, as amended; it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks, Section 30-41-2, NMSA 1978, as amended.

V. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Las Vegas in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

W. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary under this Agreement.

X TERM

The term of this Contract will be _____, **2016 thru June 30, 2017**. *Should the Contractor wish to renew this Contract, the Contractor must provide written notice to the City at least ninety (90) days prior to the anniversary date.*

Y. APPEAL

The City Manager shall have the final say as to the meaning of this contract, including, but not limited to, whether the deliverables were met or the duties were fulfilled. Contractor and its members or agents understand that they may appeal the decision of the City Manager to the Governing Body.

SIGNED:

_____ _____

Richard Trujillo, City Manager Organization

REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY:

_____

H. Chico Gallegos, City Attorney

ATTEST:

_____

Casandra Fresquez, City Clerk

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 10/11/16 **DEPT:** Utilities Dept. **MEETING DATE:** 10/19/16

ITEM/TOPIC: Resolution No. 16-39 for Drinking Water Loan No. 3570-DW for the water tank (Cabin Site) rehabilitation project.

ACTION REQUESTED OF COUNCIL: Approval / Disapproval of Resolution No. 16-39.

BACKGROUND/RATIONALE: This funding will allow the City to drain, clean, inspect, perform minor modifications to and prepare bid documents for the major rehabilitation to the Cabin Site water tank. This is Phase II of the water tank rehabilitation project.

The Drinking Water State Revolving Loan Fund has awarded the City $151,500.00 in grant/loan ($69,806 grant / $81,694 loan) funding. The funding agency requires that the agreement be adopted through resolution.

STAFF RECOMMENDATION: Approval of Resolution No. 16-39.

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:

TONITA GURULÉ-GIRÓN
MAYOR

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

RICHARD TRUJILLO
CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

H. CHICO GALLEGOS
CITY ATTORNEY
(ALL CONTRACTS MUST BE REVIEWED)

Revised 04/20/16

UTILITIES DEPARTMENT PROJECT SUMMARY SHEET

PROJECT NAME: Water Tank Rehabilitation (cabin site) **PROJECT NUMBER:** UT-WFS-2013-1

PROJECT DESCRIPTION: The Tank was constructed in 1975 and last inspected by divers in 2013. It was recommended at that time that the tank interior be re-coated as the coating was failing in several locations and rafter bolts were severely corroded. The floor of the tank was not visible due to a build-up of sediment and the inspection recommended cleaning of the floor so a more precise inspection could be performed. No additional work has been performed on the Tank to date. Poor mixing due to the tank size and a shared inlet/outlet piping configuration contributes to degraded water quality resulting in elevated levels of disinfection by products. Installation of a mixer will improve mixing throughout the entire tank. The project scope was included in the 2011 Preliminary Engineering Report.

The project consists of three phases due to funding constraints: (**Phase I**: construction of 30k gallon backup tank (near completion), **Phase II** (drain/clean/inspect/minor modifications/prep.bid documents), **Phase III**: major rehabilitation, DWSRLF grant funding source). Project is listed in the 2011 Preliminary Engineering Report (PER).

ACTION TIMELINE: May 2014 – July 2018

ACTIONS REQUESTED THIS SESSION:

- Complete and submit Readiness To Proceed (RTP) for Phase III.

ESTIMATED COST: **$900,000 (2011 PER)**

BUDGETED AMOUNT: **Phase III:** DWSRLF $841,000.00

LINE ITEM NUMBER: 646-0000-650-8759

ACTION	DESCRIPTION	DATE
Grant/Loan/Match	3043-DW (Cabin Site-Ph I) 30k back up tank (complete) 3570-DW (Cabin Site-Ph II) Scheduled Grant : $69,806 Subsidy Amount Loan : $81,694 DWSRLF (Cabin Site-Ph III) Grant (75%) $630,750.00 Loan (25%) $210,250.00 **Total Funding Ph III: $841,000**	3043-DW Complete 3570-DW In Progress
Engineer Services Agreements	Contract 2679-13, SRF2911 T.O. 2013-3 $115,649.61 (Luna/Valencia Tank Rehab) T.O. Est. $15-20,000 T.O. 2911-25 $36,000.00 EST	10/13-5/16
Construction Estimate	Ph I: New 30,000 Tank $128,157.29 Ph II: Drain, Inspect, Clean, Bid Docs $150,000.00 Ph III: Cabin Site Tank Rehabilitation $900,000.00 EST. **Construction Estimate Total $745,157.29**	10/13-5/16
Construction Bids	Camp Luna Tank Rehabilitation - $955,447.41 Cabin Site Tank: Lot 3 128,857 (Bid Opening 2015-17)	1/21/15
Engineers Recommendations	Install 30k supplemental tank to provide service while 5mg tank is out of service and to drain/inspect 5mg tank	

$151,500
CITY OF LAS VEGAS,
SAN MIGUEL COUNTY, NEW MEXICO
NEW MEXICO FINANCE AUTHORITY DRINKING WATER LOAN
NO. 3570-DW

Closing Date: November 23, 2016

TRANSCRIPT OF PROCEEDINGS
INDEX

1. Open Meeting Act Resolution No. 16-04 adopted January 20, 2016

2. Resolution No. 16-39, adopted October 19, 2016, Agenda, and the Affidavit of Publication of the Notice of Adoption of Resolution in the *Las Vegas Optic*

3. Drinking Water State Revolving Loan Fund Loan and Subsidy Agreement

4. General and No Litigation Certificate

5. Right-of-Way Certificate

6. Delivery, Deposit and Cross-Receipt Certificate

7. Pledged Revenue Certificate

8. Opinion of Counsel to the City

9. Approving Opinion of Sutin, Thayer & Browne A Professional Corporation, Loan Counsel to the Finance Authority

TRANSCRIPT DISTRIBUTION LIST

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

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CITY OF LAS VEGAS, NEW MEXICO
RESOLUTION NO. 16-39

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AND SUBSIDY AGREEMENT ("LOAN AGREEMENT") BY AND BETWEEN THE CITY OF LAS VEGAS, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY, EVIDENCING A SPECIAL LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF NO MORE THAN $81,694, TOGETHER WITH INTEREST, AND ADMINISTRATIVE FEES THEREON, AND TO ACCEPT A LOAN SUBSIDY OF NO MORE THAN $69,806, FOR THE PURPOSE OF FINANCING THE COSTS OF A WATER TANK REHABILITATION PROJECT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE PRINCIPAL OF, ADMINISTRATIVE FEES AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE NET REVENUES OF THE WATER SYSTEM OF THE GOVERNMENTAL UNIT; SETTING AN INTEREST RATE FOR THE LOAN; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT.

Capitalized terms used in the following recitals have the same meaning as defined in Section 1 of this Resolution, 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 the public it serves that the Loan Agreement be executed and delivered and that the financing of the construction of the Project take place by executing and delivering the Loan Agreement; and

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE City of Las Vegas, San Miguel County, NEW MEXICO:

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

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

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

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

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

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

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

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

"Closing Date" means the date of execution, delivery and funding of the Loan Agreement authorized by this Resolution.

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

"Disbursement" means an amount caused to be paid by the Finance Authority for an Approved Requisition for costs of the Project, including the Expense Fund Component.

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

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

"Environmental Protection Agency" means the Environmental Protection Agency of the United States.

"Expense Fund" means the expense fund hereby created to be held and administered by the Finance Authority to pay Expenses.

"Expense Fund Component" means an amount equal to one percent (1%) of each Disbursement for the Project, minus any amount forgiven under the Loan Agreement, simultaneously withdrawn and deposited in the Expense Fund to pay Expenses.

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

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

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

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

"Fiscal Year" means the period commencing on July 1 of each calendar year and ending on the last day of June of the next succeeding calendar year, or any other twelve-month period

which any appropriate authority may hereafter establish for the Governmental Unit as its fiscal year.

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

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

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

Gross Revenues do not include:

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

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

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

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

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

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

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

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

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

"Loan Agreement Principal Amount" means, as of any date of calculation, the Aggregate Repayable Disbursements (including the Expense Fund Component), up to the Maximum Repayable Amount.

"Maximum Forgiven Principal" means the maximum amount of loan subsidy available in the form of principal forgiveness which is $69,806 (approximately 46.08%). The Maximum Forgiven Principal is $69,806.

"Maximum Repayable Principal" means the maximum amount of Aggregate Repayable Disbursements repayable by the Governmental Unit pursuant to the Loan Agreement, and is equal to the Maximum Principal Amount less the Maximum Forgiven Principal. The Maximum Repayable Principal is $81,694.

"Maximum Principal Amount" means $151,500.

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

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

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

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

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

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

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

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

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

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

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

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

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

"Pledged Revenues" means the Net Revenues of the Governmental Unit pledged to payment of the Loan Agreement Payments pursuant to this Resolution and described in Exhibit "A" to the Loan Agreement.

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

"Resolution" means this Resolution No. 16-39 adopted by the Governing Body of the Governmental Unit on October 19, 2016, approving the Loan Agreement and pledging the Pledged Revenues to the payment of the Loan Agreement Payments as shown on the Term Sheet and the Final Loan Agreement Payment Schedule, as supplemented from time to time in accordance with the provisions hereof.

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

"State" means the State of New Mexico.

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

"Subsidy" means any subsidy in the form of principal forgiveness for the Governmental Unit, to be applied proportionally at the time of each Disbursement to the Governmental Unit, being approximately 46.08% of such Disbursement.

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

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

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

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

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

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

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

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

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

D. The Project and the execution and delivery of the Loan Agreement in the Maximum Principal Amount pursuant to the DWSRLF Act to provide funds for the financing of

the Project are necessary or advisable in the interest of the public health, safety, and welfare of the residents and the public served by the Governmental Unit.

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

F. Other than as described in Exhibit "A" to the Loan Agreement, the Governmental Unit does not have any outstanding obligations payable from Pledged Revenues which it has incurred or will incur prior to the initial execution and delivery of the Loan Agreement.

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

Section 5. Loan Agreement - Authorization and Detail.

A. Authorization. This Resolution has been adopted by the affirmative vote of at least a majority of all of the members of the Governing Body. For the purpose of protecting the public health, conserving the property, and protecting the general welfare and prosperity of the public served by the Governmental Unit and acquiring and constructing the Project, it is hereby declared necessary that the Governmental Unit, pursuant to the DWSRLF Act, execute and deliver the Loan Agreement evidencing a special limited obligation of the Governmental Unit to pay a principal amount of $81,694 and interest thereon, and to accept a loan subsidy in the amount of $69,806 and the execution and delivery of the Loan Agreement is hereby authorized. The Governmental Unit shall use the proceeds of the Loan and Subsidy (i) to finance the acquisition and completion of the Project and (ii) to pay the Administrative Fee and Expenses of the Loan Agreement and the costs of issuance of the Bonds, if any. The Project will be owned by the Governmental Unit.

B. Detail. The Loan Agreement shall be in substantially the form of the Loan Agreement presented at the meeting of the Governing Body at which this Resolution was adopted. The Loan shall be in an amount not to exceed the Maximum Principal Amount of $151,500. The Loan Agreement Principal Amount shall be payable in installments of principal due on May 1 of the years designated in the Final Loan Agreement Payment Schedule and bear interest payable on May 1 and November 1 of each of the years designated in the final Loan Agreement Payment Schedule, at the rates designated in the Loan Agreement, including Exhibit "A" thereto, which rates include the Administrative Fee.

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

Section 7. Special Limited Obligation. The Loan Agreement shall be secured by the pledge of the Pledged Revenues as set forth in the Loan Agreement and shall be payable solely from the Pledged Revenues. The Loan Agreement, together with interest thereon and other obligations of the Governmental Unit thereunder, shall be a special, limited obligation of the Governmental Unit, payable solely from the Pledged Revenues as provided in this Resolution, and the Loan Agreement shall not constitute a general obligation of the Governmental Unit or the State, and the holders of the Loan Agreement may not look to any general or other fund of the Governmental Unit for payment of the obligations thereunder. Nothing contained in this Resolution nor in the Loan Agreement, nor any other instruments, shall be construed as obligating the Governmental Unit (except with respect to the application of the Pledged Revenues) or as imposing a pecuniary liability or a charge upon the general credit of the Governmental Unit or against its taxing power, nor shall a breach of any agreement contained in this Resolution, the Loan Agreement, or any other instrument impose any pecuniary liability upon the Governmental Unit or any charge upon its general credit or against its taxing power. The Loan Agreement shall never constitute an indebtedness of the Governmental Unit within the meaning of any State constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the Governmental Unit or a charge against its general credit or taxing power. Nothing herein shall prevent the Governmental Unit from applying other funds of the Governmental Unit legally available therefor to payments required by the Loan Agreement, in its sole and absolute discretion.

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

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

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

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

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

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

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

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

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

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

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

Section 10. Lien on Pledged Revenues. Pursuant to the Loan Agreement, the Pledged Revenues are hereby authorized to be pledged, and are hereby pledged, and the Governmental Unit grants a lien on the Pledged Revenues and security interest therein, for the payment of the principal, interest, Administrative Fees, and any other amounts due under the Loan Agreement, subject to the uses thereof permitted by and the priorities set forth in this Resolution. The Loan Agreement constitutes an irrevocable 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 without the express prior written approval of the Finance Authority.

Section 11. Authorized Officers. Authorized Officers are hereby individually authorized and directed to execute and deliver any and all papers, instruments, opinions, affidavits and other documents and to do and cause to be done any and all acts and things necessary or proper for carrying out this Resolution, the Loan Agreement and all other

transactions contemplated hereby and thereby. Authorized Officers are hereby individually authorized to do all acts and things required of them by this Resolution and the Loan Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Resolution and the Loan Agreement including, but not limited to, the execution and delivery of closing documents and reports in connection with the execution and delivery of the Loan Agreement, and the publication of the summary of this Resolution set out in Section 17 of this Resolution (with such changes, additions and deletions as may be necessary).

Section 12. Amendment of Resolution. Prior to the Closing Date, the provisions of this Resolution may be supplemented or amended by ordinance of the Governing Body with respect to any changes which are not inconsistent with the substantive provisions of this Resolution. After the Closing Date, this Resolution 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. Resolution Irrepealable. After the Closing Date, this Resolution 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 Resolution 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 Resolution.

Section 15. Repealer Clause. All bylaws, orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

Section 16. Effective Date. Upon due adoption of this Resolution, it shall be recorded in the book of the Governmental Unit kept for that purpose, authenticated by the signatures of the Mayor and City Clerk, and the title and general summary of the subject matter contained in this Resolution (set out in Section 17 below) shall be published in a newspaper which is of general circulation in the Governmental Unit, and the Resolution 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 Resolution shall be published in substantially the following form:

[*Remainder of page intentionally left blank.*]

[*Form of Summary of Resolution for Publication.*]

City of Las Vegas, New Mexico
Notice of Adoption of Resolution

Notice is hereby given of the title and of a general summary of the subject matter contained in Resolution No. 16-39, duly adopted and approved by the Governing Body of the City of Las Vegas, New Mexico (the "Governmental Unit"), on October 19, 2016. Complete copies of the Resolution are available for public inspection during normal and regular business hours in the office of the City Clerk, 1700 North Grand Avenue, Las Vegas, New Mexico 87701.

The title of the Resolution is:

CITY OF LAS VEGAS, NEW MEXICO
RESOLUTION NO. 16-39

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AND SUBSIDY AGREEMENT ("LOAN AGREEMENT") BY AND BETWEEN THE CITY OF LAS VEGAS, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY, EVIDENCING A SPECIAL LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF NO MORE THAN $81,694, TOGETHER WITH INTEREST, AND ADMINISTRATIVE FEES THEREON, AND TO ACCEPT A LOAN SUBSIDY OF NO MORE THAN $69,806, FOR THE PURPOSE OF FINANCING THE COSTS OF A WATER TANK REHABILITATION PROJECT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE PRINCIPAL OF, ADMINISTRATIVE FEES AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE NET REVENUES OF THE WATER SYSTEM OF THE GOVERNMENTAL UNIT; SETTING AN INTEREST RATE FOR THE LOAN; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT.

The title sets forth a general summary of the subject matter contained in the Resolution.

This notice constitutes compliance with NMSA 1978, § 6-14-6.

[*End of Form of Summary for Publication.*]

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

PASSED, APPROVED AND ADOPTED THIS 19TH DAY OF OCTOBER, 2016.

CITY OF LAS VEGAS, SAN MIGUEL COUNTY,
NEW MEXICO

By_____
Tonita Gurulé-Girón, Mayor

[SEAL]

ATTEST:

By_____
Casandra Fresquez, City Clerk

[*Remainder of page intentionally left blank.*]

CITY OF LAS VEGAS
RESOLUTION NO. 16-04

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- Planning & Zoning Commission/Board of Adjustments – Last Monday of the month at 4:00 p.m. – City Council Chambers;
- Design Review Board – 3rd Monday of the month at 4:00 p.m. – City Council Chambers;
- Lodger's Tax Advisory Board – (Quarterly) 2nd Tuesday of the month at 2:00 p.m. – City Council Chambers;
- Extra-Territorial Zoning Authority – Last Tuesday of the month at 4:00 p.m. – City Council Chambers;
- Extra-Territorial Zoning Commission – 3rd Tuesday of the month at 4:00 p.m. – City Council Chambers;
- Las Vegas Youth Commission – Meeting will be scheduled and published as required;
- Library Board – Meeting will be scheduled and published as required;
- Finance Committee – Meeting will be scheduled and published as required;
- Utilities Committee – 2nd Tuesday of the month at 1:30 p.m. – Utilities Department;
- Public Housing Authority Board of Commissioners – 3rd Wednesday of each month at 5:30 p.m. – City Council Chambers;

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

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

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

- Recreation Committee – Meeting will be scheduled and published as required;

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

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

- Campaign and Ethics Board – Meeting will be scheduled and published as required;

- Charter Commission – Meeting will be scheduled and published as required;

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

Done this 20 day of January 2016.

Mayor Alfonso E. Ortiz, Jr.

ATTEST:

Casandra Fresquez, City Clerk

Approved as to Legal Sufficiency Only:

Dave Romero, City Attorney

RECORD OF PROCEEDINGS RELATING TO THE ADOPTION OF
RESOLUTION NO. 16-39 OF THE CITY COUNCIL
OF THE CITY OF LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO
October 19, 2016

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

The City Council (the "Governing Body") of the City of Las Vegas, New Mexico (the "Governmental Unit"), met in a regular session in full conformity with the law and the rules and regulations of the Governing Body at 1700 North Grand Avenue, Las Vegas, New Mexico, being the meeting place of the Governing Body for the meeting held on the 19th day of October, 2016, at the hour of 6:00 p.m. Upon roll call, the following members were found to be present:

Present: _____

_____

_____

_____

_____

Absent: _____

_____

_____

Also Present: _____

_____

_____

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

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

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

Those Voting Aye: _____

_____

_____

_____

_____

_____

Those Voting Nay: _____

_____

Those Absent: _____

_____

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

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

CITY OF LAS VEGAS, SAN MIGUEL COUNTY,
NEW MEXICO

By_____
Tonita Gurulé-Girón, Mayor

[SEAL]

ATTEST:

By_____
Casandra Fresquez, City Clerk

_____
H. Chico Gallegos, City Attorney
Approved as to Legal Sufficiency Only

[*Remainder of page intentionally left blank.*]

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

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

1. The foregoing pages are a true, perfect, and complete copy of the record of the proceedings of the City Council (the "Governing Body"), constituting the governing body of the Governmental Unit, had and taken at a duly called regular meeting held at 1700 North Grand Avenue, Las Vegas, New Mexico, on October 19, 2016, at the hour of 6:00 p.m., insofar as the same relate to the adoption of the Resolution and the execution and delivery of the proposed Loan Agreement, copies of which are set forth in the official records of the proceedings of the Governing Body kept in my office. None of the action taken has been rescinded, repealed, or modified.

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

3. Notice of the meeting was given in compliance with the permitted methods of giving notice of meetings of the Governing Body as required by the State Open Meetings Act, NMSA 1978, §§ 10-15-1 through 10-15-4, as amended, including, the Governing Body's Open Meetings Resolution presently in effect.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 2016.

CITY OF LAS VEGAS, SAN MIGUEL COUNTY,
NEW MEXICO

By_____
Casandra Fresquez, City Clerk

4015132.doc

EXHIBIT "A"

Notice and Agenda of Meeting

$151,500 Maximum Principal Amount

DRINKING WATER STATE REVOLVING LOAN FUND
LOAN AND SUBSIDY AGREEMENT

dated

NOVEMBER 23, 2016

by and between the

NEW MEXICO FINANCE AUTHORITY

and the

CITY OF LAS VEGAS,
SAN MIGUEL COUNTY, NEW MEXICO

DRINKING WATER STATE REVOLVING LOAN FUND
LOAN AND SUBSIDY AGREEMENT

This LOAN AND SUBSIDY AGREEMENT (the "Loan Agreement"), dated as of November 23, 2016, is entered into by and between the NEW MEXICO FINANCE AUTHORITY (the "Finance Authority"), and the CITY OF LAS VEGAS, SAN MIGUEL COUNTY, New Mexico (the "Governmental Unit"), a municipality duly organized and existing under the laws of the State of New Mexico (the "State").

WITNESSETH:

Capitalized terms used in the following recitals of this Loan Agreement and not defined in the first Paragraph above or in these recitals shall have the same meaning as defined in Article I of this Loan Agreement, unless the context requires otherwise.

WHEREAS, the Finance Authority is authorized, pursuant to the Drinking Water State Revolving Loan Fund Act, NMSA 1978, §§ 6-21A-1 through 6-21A-9, as amended (the "DWSRLF Act") to implement a program to permit qualified local authorities, such as the Governmental Unit, to enter into agreements with the Finance Authority to provide financial assistance in the acquisition, design, construction, improvement, expansion, repair and rehabilitation of drinking water supply facilities as authorized by the Safe Drinking Water Act; and

WHEREAS, a portion of the Loan funds made available under this Agreement pursuant to the DWSRLF Act and the Safe Drinking Water Act may be forgiven and, if forgiven, will not be required to be repaid; and

WHEREAS, the Governing Body of the Governmental Unit has determined that it is in the best interests of the Governmental Unit and the public it serves that the Governmental Unit enter into this Loan Agreement with the Finance Authority and accept a loan and subsidy from the Finance Authority to finance the costs of the Project, as more fully described on the Term Sheet attached hereto as Exhibit "A"; and

WHEREAS, the Project appears on the Drinking Water Fundable Priority List; and

WHEREAS, the Project has been planned and authorized in conformity with the Intended Use Plan; and

WHEREAS, the New Mexico Environment Department (the "Department") has determined that the Governmental Unit's Project plans and specifications comply with the provisions of 42 U.S.C. Section 300j-12 and the requirements of the laws and regulations of the State governing the construction and operation of drinking water systems; and

WHEREAS, pursuant to information provided by the Governmental Unit and environmental review by applicable State and federal agencies, and in accordance with 40 C.F.R. Sections 6.204, 6.300(c)(1), and 6.301(f), and pursuant to the environmental review process of

the State, the Finance Authority has determined that the Project meets the requirements for a Categorical Exclusion as defined in the State Environmental Review Process (SERP) for the Drinking Water State Revolving Loan Fund, the Finance Authority has found and determined that the Project meets all applicable requirements of the State Environmental Review Process (SERP) for the Drinking Water State Revolving Loan Fund; and

WHEREAS, the Finance Authority has found and determined that the Governmental Unit is a severely disadvantaged community under the Intended Use Plan in that its median annual household income is $21,539, which is less than 90% of the State median annual household income of $44,927, and it has an affordability ratio determined as provided in the Intended Use Plan of above 0.015; and

WHEREAS, the New Mexico Environment Department Drinking Water Bureau has determined that the Governmental Unit has sufficient technical, managerial and financial capability to operate the Project for its useful life and ensure compliance with the requirements of the Safe Drinking Water Act.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises and covenants herein contained, the Finance Authority and the Governmental Unit agree:

ARTICLE I

DEFINITIONS

Capitalized terms defined in this Article I shall have the meaning specified in this Article I wherever used in this Loan Agreement, including the foregoing recitals, unless the context clearly requires otherwise. Capitalized terms defined in the foregoing recitals, if not defined in this Article I, shall have the same meaning as therein stated when used in this Loan Agreement, unless the context clearly requires otherwise.

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

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

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

"Aggregate Program Amount" means, with respect to this Loan Agreement, the sum of $150,000 which amount shall be available for disbursal to the Governmental Unit to pay costs of the Project.

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

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

"Authorized Officers" means, with respect to the Governmental Unit, the Mayor, City Manager, Finance Director and City Clerk thereof; and with respect to the Finance Authority, any one or more of the Chairperson, Vice-Chairperson, Secretary and Chief Executive Officer of the Finance Authority, and any other officer or employee of the Finance Authority designated in writing by an Authorized Officer of the Finance Authority.

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

"Closing Date" means the date of execution and delivery of this Loan Agreement as shown on the Term Sheet.

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

"Department" means the New Mexico Environment Department.

"Disbursement" means an amount caused to be paid by the Finance Authority for an Approved Requisition for costs of the Project, including the Expense Fund Component calculated on the basis of the amount of such Approved Requisition.

"Drinking Water Fundable Priority List" means the list of drinking water projects compiled by the Department pursuant to the Memorandum of Understanding and the Intended Use Plan.

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

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

"Environmental Protection Agency" means the United States Environmental Protection Agency.

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

"Expense Fund" means the expense fund hereby created to be held and administered by the Finance Authority to pay Expenses.

"Expense Fund Component" means an amount equal to one percent (1%) of each disbursement for the Project, minus any amount forgiven under this Loan Agreement, simultaneously withdrawn and deposited in the Expense Fund to pay Expenses.

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

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

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

"Finance Authority Act" means NMSA 1978, §§ 6-21-1 through 6-21-31, as amended.

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

"Generally Accepted Accounting Principles" means the officially established accounting principles applicable to the Governmental Unit consisting of the statements, determinations and other official pronouncements of the Government Accounting Standards Board, Financial Accounting Standards Board, Federal Accounting Standards Board or other principle-setting body acceptable to the Finance Authority establishing accounting principles applicable to the Governmental Unit.

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

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

Gross Revenues do not include:

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

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

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

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

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

"Intended Use Plan" means the current plan prepared by the Finance Authority and the Department and approved by the Environmental Protection Agency pursuant to 42 U.S.C. Section 300j-12(b) which establishes criteria for extending drinking water improvements financial assistance to qualifying public drinking water utility systems.

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

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

"Interim Period" means the period no greater than twenty seven (27) months, or a longer period as may be approved by the Finance Authority as provided in Section 4.1(b) of the Agreement, beginning on the Closing Date, during which the Finance Authority will disburse moneys to the Governmental Unit to pay costs of the Project, unless extended pursuant to Section 4.1(b) of this Loan Agreement.

"Interim Loan Agreement Payment Schedule" means the anticipated schedule of Loan Agreement Payments due on this Loan Agreement following the Final Requisition, assuming

disbursement of the entire Aggregate Program Amount within twenty seven (27) months of the Closing Date. The Interim Loan Agreement Payment Schedule is attached hereto as Exhibit "B".

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

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

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

"Loan Agreement Payment Date" means each date a payment is due on this Loan Agreement as shown on the Interim Loan Agreement Payment Schedule, attached hereto as Exhibit "B," or in the Final Loan Agreement Payment Schedule.

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

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

"Maximum Forgiven Principal" means the maximum amount of loan subsidy available in the form of principal forgiveness which is $69,806 (approximately 46.08%). The Maximum Forgiven Principal is $69,806.

"Maximum Repayable Principal" means the maximum amount of Aggregate Repayable Disbursements repayable by the Governmental Unit pursuant to this Loan Agreement, and is equal to the Maximum Principal Amount less the Maximum Forgiven Principal. The Maximum Repayable Principal is $81,694.

"Maximum Principal Amount" means $151,500.

"Memorandum of Understanding" means the current memorandum of understanding by and between the Finance Authority and the Department pursuant to the DWSRLF Act describing and allocating duties and responsibilities in connection with the Drinking Water State Revolving Loan Fund.

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

"NMSA 1978" means the New Mexico Statutes Annotated, 1978 compilation, as amended and supplemented from time to time.

"Operating Agreement" means the operating agreement entered into between the Finance Authority and the Environmental Protection Agency, Region 6, for the Drinking Water State Revolving Loan Fund program.

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

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

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

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

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

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

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

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

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

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

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

Revenues on a parity with this Loan Agreement, including any such obligations shown on the Term Sheet.

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

"Pledged Revenues" means the Net Revenues of the Governmental Unit pledged to payment of the Loan Agreement Payments by the Resolution and this Loan Agreement and described in the Term Sheet.

"Principal Component" means the portion of each Loan Agreement Payment paid as principal on this Loan Agreement, based upon the Aggregate Repayable Disbursements, as shown on Exhibit "B" attached to this Loan Agreement.

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

"Resolution" means Resolution No. 16-39 adopted by the Governing Body of the Governmental Unit on October 19, 2016, approving this Loan Agreement and pledging the Pledged Revenues to the payment of the Loan Agreement Payments as shown on the Term Sheet, as supplemented from time to time.

"Safe Drinking Water Act" means 42 U.S.C. §§ 300f et seq.

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

"Service Area" means the area served by the System, whether situated within or without the limits of the Governmental Unit.

"State Environmental Review Process" or "SERP" means the environmental review process adopted by the Finance Authority, as required by and approved by the Environmental Protection Agency, pursuant to the Operating Agreement.

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

"Subsidy" means any subsidy in the form of principal forgiveness for the Governmental Unit, to be applied proportionally at the time of each Disbursement to the Governmental Unit, being approximately 46.08% of such Disbursement.

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

"Term Sheet" means Exhibit "A" attached to this Loan Agreement.

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

"Utility Revenue Bonds" means any bonds and other similar indebtedness payable solely or primarily from the Pledged Revenues, including this Loan Agreement, and any Senior Obligations, Parity Obligations and Subordinated Obligations.

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

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

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

(b) Authorization of Loan Agreement and Readiness to Proceed. The Governmental Unit is a municipality, and is duly organized and existing under the statutes and

laws of the State, including specifically Sections 3-1-1 through 3-66-11, NMSA 1978, as amended. The Governmental Unit is a local authority as defined in the DWSRLF Act. The Governmental Unit is authorized to enter into the transactions contemplated by this Loan Agreement and to carry out its obligations hereunder and thereunder. The Governmental Unit has duly authorized and approved the execution and delivery of this Loan Agreement to proceed requirements of the Finance Authority and has met and will continue to meet all requirements of law applicable to this Loan Agreement.

(c) Use of Loan Agreement Proceeds. The Governmental Unit shall proceed without delay in applying the Aggregate Program Amount, pursuant to Section 6.1 of this Loan Agreement to the acquisition and completion of the Project and to no other purpose, as follows:

(i) The Governmental Unit shall requisition moneys to pay for the costs of the Project not less frequently than quarterly following the Closing Date;

(ii) The Governmental Unit shall, within two (2) years after the Closing Date, have completed the acquisition of the Project, and shall within twenty seven (27) months after the Closing Date have requisitioned the Aggregate Program Amount, or such portion thereof as shall be necessary to complete the Project, unless an extension is agreed to pursuant to Section 4.1(b) of this Loan Agreement.

(d) Payment of Loan Agreement Payments. The Governmental Unit meets and will continue to meet the requirements established by the Finance Authority to assure sufficient revenues to operate and maintain the System for its useful life and repay the Loan. The Governmental Unit shall promptly pay Loan Agreement Payments, as specified in the Interim Loan Agreement Payment Schedule or the Final Loan Agreement Payment Schedule, as applicable, according to the true intent and meaning of this Loan Agreement.

(e) Acquisition and Completion of Project; Compliance with Laws. The Project will be acquired and completed so as to comply with all applicable ordinances, resolutions and regulations, if any, and any and all applicable laws relating to the acquisition and completion of the Project and to the use of the Pledged Revenues.

(f) Necessity of Project. The acquisition and completion of the Project under the terms and conditions provided for in this Loan Agreement is necessary, convenient and in furtherance of the governmental purposes of the Governmental Unit and is in the best interests of the Governmental Unit and the public it serves.

(g) Legal, Valid and Binding Obligation. The Governmental Unit has taken all required action necessary to authorize the execution and delivery of this Loan Agreement. This Loan Agreement constitutes a legal, valid and binding special obligation of the Governmental Unit enforceable in accordance with its terms.

(h) Loan Agreement Term. The Loan Agreement Term does not exceed the anticipated useful life of the Project.

(i) Use of Project. During the Loan Agreement Term, the Project will at all times be used for the purpose of benefiting the Governmental Unit and the public it serves.

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

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

(l) Outstanding and Additional Debt. Except for any Senior Obligations, and any Parity Obligations described on the Term Sheet, there are currently no outstanding bonds, notes or other obligations of the Governmental Unit which are payable from and secured by a lien on the Pledged Revenues superior to or on a parity with the lien of this Loan Agreement. No additional indebtedness, bonds or notes of the Governmental Unit, payable on a priority ahead of the indebtedness herein authorized out of Pledged Revenues, shall be created or incurred while this Loan Agreement remains outstanding without the prior written approval of the Finance Authority.

(m) No Litigation. To the knowledge of the Governmental Unit after due investigation, no litigation or proceeding is pending or threatened against the Governmental Unit or any other person affecting the right of the Governmental Unit to execute or deliver this Loan Agreement or to comply with its obligations under this Loan Agreement. Neither the execution and delivery of this Loan Agreement by the Governmental Unit nor compliance by the Governmental Unit with the obligations under this Loan Agreement requires the approval of any regulatory body, or any other entity, which approval has not been obtained or which is not reasonably expected to be obtained.

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

(o) Existing Pledges; Pledged Revenues Not Budgeted. Except as described on the Term Sheet the Pledged Revenues have not been pledged or hypothecated in any manner for any purpose at the time of execution and delivery of this Loan Agreement. The portion of the Pledged Revenues necessary to pay the Loan Agreement Payments, as and when due, is not

needed or budgeted to pay current or anticipated operational or other expenses of the Governmental Unit.

(p) Expected Coverage Ratio. The Pledged Revenues from the current Fiscal Year are projected to equal or exceed one hundred twenty percent (120%), and, on an ongoing basis during each year of the Loan Agreement Term are reasonably expected to equal or exceed, one hundred twenty percent (120%) of the maximum annual principal and interest due on all outstanding Parity Obligations of the Governmental Unit.

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

(r) Continuing Disclosure. The Governmental Unit covenants that it shall provide continuing disclosure to the Finance Authority, as the Finance Authority may require, that shall include, but not be limited to: Project documents, annual audits, operational data required to update information in any disclosure documents used in connection with assignment or securitizing this Loan Agreement or the Loan Agreement Payments by issuance of Bonds by the Finance Authority, and notification of any event deemed material by the Finance Authority. For the purposes of this Loan Agreement, a material event shall include, without limitation, any violation or alleged violation by a state or federal agency of appropriate jurisdiction, of federal law, regulation, or policy which governs or applies to participants in the Drinking Water State Revolving Loan Fund.

(s) Single Audit Act Requirement. The Governmental Unit acknowledges that the funding provided pursuant to this Loan Agreement is derived in large part from federal grants to the Drinking Water State Revolving Loan Fund program pursuant to the Operating Agreement. During the Loan Agreement Term, the Governmental Unit shall annually cause an audit of the books and accounts of its operations in their entirety, or in the alternative an audit of the books and accounts of each of its departments, agencies and other organizational units which expended or otherwise administered the Loan or any other funds derived from the government of the United States, to be completed by an Independent Accountant in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. Section 7501 et seq.), and applicable regulations thereunder. The audit will be available for inspection by the Finance Authority and by the Environmental Protection Agency.

(t) Construction Requirements. The Governmental Unit shall require any contractor hired by it in connection with the construction of the Project to post a performance and payment bond as provided by NMSA 1978, § 13-4-18, as amended.

Section 2.2 Protective Covenants Regarding Operation of the System. The Governmental Unit further represents, covenants and warrants as follows:

(a) Rate Covenant. The Governmental Unit covenants that it will at all times fix, charge and collect such rates and charges as shall be required in order that in each Fiscal Year in which the Loan is outstanding the Gross Revenues shall at least equal the Operation and Maintenance Expenses of the System for the Fiscal Year, plus one hundred twenty percent (120%) of the maximum annual principal and interest payments due on all outstanding Parity Obligations.

(b) Efficient Operation. The Governmental Unit will maintain the System in efficient operating condition and make such improvements, extensions, enlargements, repairs and betterments to the System as may be necessary or advisable for its economical and efficient operation at all times and to supply reasonable public and private demands for System services within the Service Area of the System.

(c) Records. So long as this Loan Agreement remains outstanding, proper books of record and account will be kept by the Governmental Unit, separate from all other records and accounts, showing complete and correct entries of all transactions relating to the System. However, pursuant to NMSA 1978, § 6-14-10(E) , as amended, records with regard to the ownership or pledge of Utility Revenue Bonds are not subject to inspection or copying.

(d) Right to Inspect. The Finance Authority, or its duly authorized agents, shall have the right to inspect at all reasonable times the Project and all records, accounts and data relating to the Project, the Pledged Revenues, and the System.

(e) Audits. Within two hundred seventy (270) days following the close of each Fiscal Year, the Governmental Unit will cause an audit of the books and accounts of the System and its separate systems to be made by an Independent Accountant and the audit to be made available for inspection by the Finance Authority. Each audit of the System shall comply with Generally Accepted Accounting Principles. The audit required by this section may, at the Governmental Unit's discretion, be performed as a part of or in conjunction with the audit required under the Single Audit Act as set forth in Section 2.1(s) of this Loan Agreement.

(f) Billing Procedure. Bills for water services or facilities furnished by or through the System shall be rendered to customers on a regular basis each month following the month in which the service was rendered and shall be due as required by the applicable ordinance of the Governmental Unit. To the extent permitted by law, if a bill is not paid within the period of time required by such ordinance, water services shall be discontinued as required by Governmental Unit regulation, policy or ordinance, and the rates and charges due shall be collected in a lawful manner, including, but not limited to, the cost of disconnection and reconnection.

(g) Charges and Liens Upon System. The Governmental Unit will pay when due from Gross Revenues or other legally available funds all taxes and assessments or other municipal or governmental charges, lawfully levied or assessed upon the System and will observe and comply with all valid requirements of any municipal or governmental authority relating to the System. The Governmental Unit will not create or permit any lien or charge upon the System or the Gross Revenues or it will make adequate provisions to satisfy and discharge

within sixty (60) days after the same accrue, all lawful claims and demands for labor, materials, supplies or other objects, which, if unpaid, might by law become a lien upon the System or the Gross Revenues. However, the Governmental Unit shall not be required to pay or cause to be discharged, or make provision for any tax assessment, lien or charge before the time when payment becomes due or so long as the validity thereof is contested in good faith by appropriate legal proceedings and there is no adverse effect on Finance Authority.

(h) Insurance. Subject, in each case, to the condition that insurance is obtainable at reasonable rates and upon reasonable terms and conditions, in its operation of the System, the Governmental Unit will procure and maintain or cause to be procured and maintained commercial insurance or provide Qualified Self Insurance with respect to the facilities constituting the System and public liability insurance in the form of commercial insurance or Qualified Self Insurance and, in each case, in such amounts and against such risks as are, in the judgment of the Governing Body, prudent and reasonable taking into account, but not being controlled by, the amounts and types of insurance or self-insured programs provided by entities which operate systems such as the System. "Qualified Self Insurance" means insurance maintained through a program of self insurance or insurance maintained with a fund, company or association in which the Governmental Unit may have a material interest and of which the Governmental Unit may have control, either singly or with others. Each plan of Qualified Self Insurance shall be established in accordance with law, shall provide that reserves be established or insurance acquired in amounts adequate to provide coverage which the Governmental Unit determines to be reasonable to protect against risks assumed under the Qualified Self Insurance plan, including any potential retained liability in the event of the termination of such plan of Qualified Self Insurance. In the event of property loss or damage to the System, insurance proceeds shall be used first for the purpose of restoring or replacing the property lost or damaged and thereafter, and any remainder may be used to redeem Utility Revenue Bonds or be treated as Gross Revenues and used in any legally permissible manner.

(i) Competing Utility System. Unless contrary to any provision of, or required by, applicable law, as long as this Loan Agreement is outstanding, the Governmental Unit prior to granting any franchise or license to a competing utility system, or permitting any person, association, firm or corporation to sell similar utility services or facilities to any consumer, public or private, within the Service Area of the System, shall obtain a written report from an independent utility rate consultant stating that in the opinion of the consultant the use charges in effect immediately prior to the approval of the franchise or license by the Governmental Unit are sufficient to meet the requirement of section 2.1(p) (expected coverage ratio) for the first full calendar year after the approval of the franchise or license, based on the new Service Area of the System.

(j) Alienating System. While this Loan Agreement is outstanding, the Governmental Unit shall not transfer, sell or otherwise dispose of the System, except that the Governmental Unit may dispose of inadequate, obsolete or worn out property. For purposes of this Section, any transfer of an asset over which the Governmental Unit retains or regains substantial control shall, for so long as the Governmental Unit has such control, not be deemed a disposition of the System.

(k) Management of the System. If an Event of Default shall occur or if the Pledged Revenues in any Fiscal Year fail to equal principal and interest due on the Senior Obligations and the Parity Obligations, the Governmental Unit shall retain an independent consultant qualified in the management of water and wastewater utility systems to assist in the management of the System so long as such default continues.

(l) Competent Management. The Governmental Unit shall employ experienced and competent personnel to manage the System.

(m) Performing Duties. The Governmental Unit will faithfully and punctually perform all duties with respect to the System required by the Constitution and laws of the State and the regulations, policies or ordinances and resolutions of the Governmental Unit relating to the System and this Loan Agreement, including, but not limited to, making and collecting reasonable and sufficient rates and charges for services rendered or furnished by the System as required by this Loan Agreement and the proper segregation and application of the Gross Revenues.

(n) Other Liens. Except for any Senior Obligations and Parity Obligations listed in the Term Sheet, there are no liens or encumbrances of any nature whatsoever, on or against the System or the Gross Revenues or Net Revenues on parity with or senior to the lien of this Loan Agreement.

Section 2.3 Representations, Covenants and Warranties of the Finance Authority. The Finance Authority represents, covenants and warrants for the benefit of the Governmental Unit:

(a) Legal Status and Authorization of Loan Agreement. The Finance Authority is a public body politic and corporate constituting a governmental instrumentality, separate and apart from the State, duly organized and created under and pursuant to the laws of the State, particularly the Finance Authority Act. The Finance Authority has all necessary power and authority to enter into and perform and observe the covenants and agreements on its part contained in this Loan Agreement and has duly authorized the execution and delivery of this Loan Agreement.

(b) No Breach or Default Caused by Loan Agreement. Neither the execution and delivery of this Loan Agreement, nor the fulfillment of or compliance with the terms and conditions of this Loan Agreement, nor the consummation of the transactions contemplated in this Loan Agreement, conflicts with or results in a breach of the terms, conditions and provisions of any restriction or any agreement or instrument to which the Finance Authority is a party or by which the Finance Authority is bound or constitutes a default under any of the foregoing and will not conflict with or constitute a violation of any constitutional or statutory provision or order, rule, regulation, decree or ordinance of any court, government or governmental authority having jurisdiction over the Finance Authority, or its property and which conflict or violation will have a material adverse effect on the Finance Authority or the financing of the Project.

(c) No Litigation. To the knowledge of the Finance Authority, there is no litigation or proceeding pending or threatened against the Finance Authority or any other person

affecting the right of the Finance Authority to execute or deliver this Loan Agreement or to comply with its obligations under this Loan Agreement. To the knowledge of the Finance Authority, neither the execution and delivery of this Loan Agreement by the Finance Authority, nor compliance by the Finance Authority with its obligations under this Loan Agreement, requires the approval of any regulatory body, or any other entity, which approval has not been obtained.

(d) Legal, Valid and Binding Obligations. This Loan Agreement constitutes legal, valid and binding obligation of the Finance Authority enforceable in accordance with its terms.

ARTICLE III

LOAN AGREEMENT TERM

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

ARTICLE IV

LOAN; APPLICATION OF MONEYS

Section 4.1 Application of Loan Agreement Proceeds.

(a) On the Closing Date, the amount shown on the Term Sheet as the Aggregate Program Amount shall be made available for disbursal by the Finance Authority to the Governmental Unit pursuant to Section 6.2 of this Loan Agreement at the request of the Governmental Unit and as needed by the Governmental Unit to implement the Project.

(b) The Final Requisition shall be submitted by the Governmental Unit within twenty seven (27) months following the Closing Date, except only as otherwise approved in writing by an Authorized Officer of the Finance Authority, based on the Governmental Unit's demonstration, to the reasonable satisfaction of the Authorized Officer of the Finance Authority, that unanticipated circumstances beyond the control of the Governmental Unit resulted in delaying the acquisition and completion of the Project, and submission of the Governmental Unit's Final Requisition.

Section 4.2 Disbursements; Approval of Payment Requests. The Governmental Unit shall transmit payment requisitions in the form attached to this Loan Agreement as Exhibit "C" and the supporting documentation required pursuant to Exhibit "C" to the Finance Authority. The Finance Authority or its designee shall review each requisition for compliance with (i) the Project's construction plans and specifications and (ii) all applicable state and federal laws, rules and regulations, and shall approve or disapprove the requisition accordingly. The Finance Authority shall cause Approved Requisitions to be paid from the State Drinking Water Revolving Loan Fund.

Section 4.3 Expense Fund Deposit. The Finance Authority shall determine the amount of the Expense Fund Component at the time of each payment to the Governmental Unit pursuant to Section 6.2 of this Loan Agreement and deposit such amount to the Expense Fund.

ARTICLE V

LOAN TO THE GOVERNMENTAL UNIT; PAYMENTS BY THE GOVERNMENTAL UNIT

Section 5.1 Loan to the Governmental Unit; Payment Obligations Limited to Pledged Revenues; Pledge of Pledged Revenues. The Finance Authority hereby lends to the Governmental Unit and the Governmental Unit hereby borrows from the Finance Authority an amount not to exceed the Maximum Principal Amount. The Governmental Unit promises to pay, but solely from the sources pledged herein, the Loan Agreement Payments as herein provided. Subject to any outstanding Parity Obligations and Senior Obligations, the Governmental Unit does hereby grant a lien on and a security interest in and does hereby convey, assign and pledge unto the Finance Authority and unto its successors in trust forever all right, title and interest of the Governmental Unit in and to (i) the Pledged Revenues to the extent required to pay the Loan Agreement Payments on a parity with any Parity Obligations and subordinate to any Senior Obligations, (ii) the Debt Service Account, and (iii) all other rights hereinafter granted, for the securing of the Governmental Unit's obligations under this Loan Agreement, including payment of the Loan Agreement Payments, provided, however, that if the Governmental Unit, its successors or assigns, shall pay, or cause to be paid, all Loan Agreement Payments at the time and in the manner contemplated by this Loan Agreement, or shall provide as permitted by Article VIII of this Loan Agreement for the payment thereof, and shall pay all other amounts due or to become due under this Loan Agreement in accordance with its terms and provisions then, upon such final payment, this Loan Agreement and the rights created thereby shall terminate; otherwise, this Loan Agreement shall remain in full force and effect. The Loan Agreement Payments shall, in the aggregate, be sufficient to pay the Aggregate Repayable Disbursements, as set forth in the Final Loan Agreement Payment Schedule.

Within five (5) days after each payment of an Approved Requisition during the Interim Period, the Finance Authority shall recalculate on the basis of the Aggregate Repayable Disbursements to that date the Interest Component and Administrative Fee Component next coming due as set out in Section 5.2(a)(i) of this Loan Agreement and shall provide written notice to the Governmental Unit of the recalculated Interest Component and Administrative Fee Component. Within thirty (30) days after the final disbursement, the Finance Authority shall provide a Final Loan Agreement Payment Schedule. The schedule of Loan Agreement Payments, assuming the disbursal of the entire Aggregate Program Amount within twenty seven (27) months after the Closing Date, identified as the Interim Loan Agreement Payment Schedule, is attached to this Loan Agreement as Exhibit "B". The Finance Authority shall provide a Final Loan Agreement Payment Schedule following the final disbursement which shall supersede the schedule attached as Exhibit "B".

The pledge of the Pledged Revenues and the lien thereon shall be effective upon the Closing Date. The Governmental Unit and the Finance Authority acknowledge and agree that the sources of the Loan Agreement Payments of the Governmental Unit hereunder are limited to the Pledged Revenues, and that the Loan Agreement shall constitute a special, limited obligation of the Governmental Unit. No provision of this Loan Agreement shall be construed or interpreted as creating a general obligation or other indebtedness of the Governmental Unit or the State within the meaning of any constitutional or statutory debt limitation. No provision of this Loan Agreement shall be construed to pledge or to create a lien on any class or source of Governmental Unit moneys other than the Pledged Revenues, nor shall any provision of this Loan Agreement restrict the future issuance of any bonds or obligations payable from any class or source of Governmental Unit moneys other than the Pledged Revenues. In addition, to the extent not required for the payment of obligations of the Governmental Unit hereunder, the Pledged Revenues may be utilized by the Governmental Unit for any other purposes permitted by law and the laws of the State.

Section 5.2 Payment Obligations of Governmental Unit. The Debt Service Account shall be established and held by the Finance Authority or its designee on behalf of the Governmental Unit. All Loan Agreement Payments received by the Finance Authority or its designee pursuant to this Loan Agreement, shall be accounted for and maintained by the Finance Authority or its designee in the Debt Service Account, which account shall be kept separate and apart from all other accounts of the Finance Authority. The amounts on deposit in the Debt Service Account shall be expended and used by the Finance Authority only in the manner and order of priority specified herein.

(a) As a first charge and lien, but not an exclusive first charge and lien, on the Pledged Revenues (on a parity with the lien on the Pledged Revenues created by any outstanding Parity Obligations), the Governmental Unit shall remit to the Finance Authority and the Finance Authority shall collect and deposit into the Debt Service Account from the Governmental Unit the Pledged Revenues, in the manner specified herein.

(i) Payment of Interest Component and Administrative Fee Component during Interim Period.

(A) During the Interim Period, Interest and Administrative Fees shall accrue on the amount of Aggregate Repayable Disbursements, from the date of each Disbursement.

(B) During the Interim Period the Governmental Unit shall monthly, commencing on the first day of the month next following the first payment by the Finance Authority of an Approved Requisition, pay to the Finance Authority for deposit into the Debt Service Account such amount as is necessary, in monthly installments, to pay the Interest Component and Administrative Fee Component on the Aggregate Repayable Disbursements as of each Loan Agreement Payment Date.

(ii) Loan Agreement Payments Following the Interim Period. After the Interim Period, the Governmental Unit shall pay to the Finance Authority for deposit into the Debt Service Account the following amounts:

(A) Interest and Administrative Fee Components. Monthly, commencing on the first day of the month next following the final disbursement, the Governmental Unit shall pay to the Finance Authority for deposit into the Debt Service Account an amount in equal monthly installments which is necessary to pay the first maturing Interest Component and Administrative Fee Component coming due on this Loan Agreement and monthly thereafter, commencing on each Loan Agreement Payment Date, one-sixth (1/6) of the amount necessary to pay the next maturing Interest Component and Administrative Fee Component on this Loan Agreement as described in the Final Loan Agreement Payment Schedule.

(B) Principal Payments. Monthly, commencing on the first day of the month next following the final disbursement, the Governmental Unit shall pay to the Finance Authority for deposit into the Debt Service Account an amount in equal monthly installments which is necessary to pay the first maturing Principal Component; and thereafter on the first day of each month thereafter, one-twelfth (1/12) of the amount which is necessary to pay the next maturing Principal Component on this Loan Agreement during the Loan Agreement Term, as described in the Final Loan Agreement Payment Schedule.

(iii) Method of Payment. The Governmental Unit shall transfer each month to the Finance Authority, from Pledged Revenues, the amounts set forth in Subsections (i)(C), (ii)(A) and (ii)(B) of this Section 5.2(a) during the time that this Loan Agreement is outstanding, provided, that in the event of any default in making the Loan Agreement Payments by the Governmental Unit, the Finance Authority shall be entitled to seek payment of the amounts due through any of the remedies provided in Article X of this Loan Agreement.

(b) In the event that the balance of payments held in the Debt Service Account should exceed the amount needed to cover Loan Agreement Payments then due, the Finance Authority shall use the balance of the Pledged Revenues received, at the request of the Governmental Unit (i) to credit against upcoming Loan Agreement Payments, or (ii) to distribute to the Governmental Unit for any other purpose permitted by law.

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

Governmental Unit assert any right of set-off or counterclaim against its obligation to make such deposits required hereunder.

Section 5.4. Additional Parity Obligations Payable From Pledged Revenues. No provision of this Loan Agreement shall be construed in such a manner as to prevent the issuance by the Governmental Unit of additional Parity Obligations payable from Pledged Revenues, nor to prevent the issuance of bonds or other obligations refunding all or a part of this Loan Agreement; provided, however, that before any such additional Parity Obligations are actually issued (excluding refunding bonds or refunding obligations which refund Parity Obligations but including parity refunding bonds and obligations which refund Subordinated Obligations as provided in Section 5.5 hereof), it must be determined that:

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

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

(c) The Pledged Revenues received by or credited to the Governmental Unit for the Fiscal Year or for any twelve (12) consecutive months out of the twenty-four (24) months preceding the date of issuance of such additional Parity Obligations (the "Historic Test Period") shall have been sufficient to pay an amount representing one hundred thirty percent (130%) of the combined maximum annual principal, interest requirement and the Administrative Fee Component coming due in any subsequent Fiscal Year on the then outstanding Parity Obligations and the Parity Obligations proposed to be issued (excluding the accumulation of any reserves therefor).

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

(e) No provision of this Loan Agreement shall be construed in such a manner as to prevent the issuance by the Governmental Unit of additional bonds or other obligations payable from the Pledged Revenues constituting a lien upon such Pledged Revenues subordinate and junior to the lien of this Loan Agreement nor to prevent the issuance of bonds or other obligations refunding all or part of this Loan Agreement as permitted by Section 5.5 hereof.

(f) The Governmental Unit shall not issue bonds or other obligations payable from the Pledged Revenues having a lien thereon prior or superior to this Loan Agreement, without the written approval of the Finance Authority.

Section 5.5 Refunding Obligations Payable from Pledged Revenues. The provisions of Section 5.4 hereof are subject to the following exceptions:

(a) If at any time after the Closing Date, while this Loan Agreement, or any part thereof, is outstanding, the Governmental Unit shall find it desirable to refund any outstanding bonds or other outstanding obligations payable from the Pledged Revenues, this Loan Agreement, such bonds or other obligations, or any part thereof, may be refunded (but the holders of this Loan Agreement or bonds to be refunded may not be compelled to surrender this Loan Agreement or their bonds, unless this Loan Agreement, the bonds or other obligations, at the time of their required surrender for payment, shall then mature, or shall then be callable for prior redemption at the Governmental Unit's option), regardless of whether the priority of the lien for the payment of the refunding obligations on the Pledged Revenues is changed, except as provided in subparagraph (f) of Section 5.4 hereof and in subparagraphs (b) and (c) of this Section 5.5.

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

(i) The outstanding obligations so refunded have a lien on the Pledged Revenues on a parity with the lien thereon of this Loan Agreement and the refunding bonds or other refunding obligations do not increase any aggregate annual principal and interest obligations evidenced by such refunded obligations; or

(ii) The refunding bonds or other refunding obligations are issued in compliance with subparagraphs (a) through (f) of Section 5.4 of this Loan Agreement.

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

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

(ii) The refunding bonds or other refunding obligations are issued in compliance with subparagraphs (a) through (f) of Section 5.4 hereof; or

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

(d) Any refunding bonds or other refunding obligations payable from the Pledged Revenues shall be issued with such details as the Governmental Unit may provide by ordinance or resolution, but without any impairment of any contractual obligations imposed upon

the Governmental Unit by any proceedings authorizing the issuance of any unrefunded portion of such outstanding obligations of any one or more issues (including, but not necessarily limited to, this Loan Agreement).

Section 5.6 Investment of Governmental Unit Funds. Money on deposit in the Debt Service Account created hereunder may be invested by the Finance Authority or its designee in Permitted Investments at the written direction of the Governmental Unit or, in the absence of such written direction of the Governmental Unit, at the discretion of the Finance Authority. Any earnings on Permitted Investments shall be held and administered in the Debt Service Account and utilized in the same manner as the other moneys on deposit therein for the benefit of the Governmental Unit.

Section 5.7 Governmental Unit May Budget for Payments. The Governmental Unit may, in its sole discretion, but without obligation and subject to the Constitution of the State, governing laws, and its budgetary requirements, make available properly budgeted and legally available funds to defray any insufficiency of Pledged Revenues to pay Loan Agreement Payments; provided, however, the Governmental Unit has not covenanted and cannot covenant to make such funds available and has not pledged any of such funds for such purpose.

ARTICLE VI

THE PROJECT

Section 6.1 Agreement to Acquire and Complete the Project. The Governmental Unit hereby agrees that in order to effectuate the purposes of this Loan Agreement and to effectuate the acquisition and completion of the Project, it shall make, execute, acknowledge and transmit any contracts, orders, receipts, writings and instructions with any other persons, firms or corporations and, in general do all things which may be requisite or proper to acquire and complete the Project.

The Governmental Unit agrees to acquire and complete the Project through the application of moneys to be disbursed by the Finance Authority pursuant to Section 6.2 of this Loan Agreement.

Section 6.2 Disbursements. So long as no Event of Default shall occur and the requirements of Section 4.2 are satisfied, the Finance Authority or its designee shall disburse moneys to pay a requisition upon receipt and approval by the Finance Authority or its designee of a requisition substantially in the form of Exhibit "C" attached hereto signed by an Authorized Officer of the Governmental Unit, with required supporting documentation.

Section 6.3 Completion of the Acquisition of the Project. Upon completion of the acquisition of the Project, which shall occur no later than two (2) years after the Closing Date, unless a later date is approved as provided in Section 4.1(b) of this Agreement, an Authorized Officer of the Governmental Unit shall deliver a certificate to the Finance Authority, substantially in the form of Exhibit "D" attached hereto, stating that, to his or her knowledge, the acquisition of the Project has been completed and the Project has been accepted by the

Governmental Unit, and all costs have been paid, except for any reimbursements requested pursuant to requisitions submitted prior to the end of the Interim Period. Notwithstanding the foregoing, such certificate shall state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being.

Section 6.4 Unrequisitioned Amounts. In the event that, (1) at the time of the delivery of the certificate of completion required by Section 6.3 hereof, there remains an Unrequisitioned Principal Amount, or (2) the Finance Authority shall not have received a Final Requisition, by the date that is twenty seven (27) months from the Closing Date, unless an extension is approved pursuant to Section 4.1(b) of this Loan Agreement, then the Governmental Unit shall have no right or title to the Unrequisitioned Principal Amount, nor any right to pledge, encumber or draw upon such Unrequisitioned Principal Amount, and the Finance Authority will not approve, honor, or enforce any requisition upon such Unrequisitioned Principal Amount pursuant to this Loan Agreement.

ARTICLE VII

COMPLIANCE WITH LAWS AND RULES; OTHER COVENANTS

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

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

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

Section 7.4 Compliance with Applicable State and Federal Laws. During the Loan Agreement Term, the Governmental Unit shall comply with all applicable State and federal laws, including, without limitation, the following:

(a) For all contracts, the Governmental Unit shall comply with the New Mexico Procurement Code, NMSA 1978, §§ 13-1-28 through 13-1-199, as amended, or its local procurement ordinances and regulations, as applicable.

(b) For all construction contracts awarded in excess of $10,000, the Governmental Unit shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 12, 1967, and as supplemented in Department of Labor regulations (41 C.F.R. chapters 40 and 60). In addition, for all contracts, the Governmental Unit shall comply with all State laws and regulations and all executive orders of the Governor of the State pertaining to equal employment opportunity.

(c) For all contracts awarded for construction or repair, the Governmental Unit shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. § 874) as supplemented in Department of Labor regulations (29 C.F.R. part 3).

(d) For all construction subcontracts, and subgrants of amounts in excess of $100,000, the Governmental Unit shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. § 7606), Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. Part 15). In addition, for all contracts, the Contractor shall comply with all applicable State laws and regulations and with all executive orders of the Governor of the State pertaining to protection of the environment.

(e) For all contracts the Governmental Unit shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with section 362 of the Energy Policy and Conservation Act (42 U.S.C. § 6322).

(f) For all contracts in excess of $2,000 the Governmental Unit shall comply with applicable standards of the Davis-Bacon Wage Act (40 U.S.C. § 3141 et seq.), as amended and supplemented, relating to wages paid to laborers and mechanics employed by contractors and sub-contractors on a Project funded directly by or assisted in whole or in part by and through the Governmental Unit.

(g) For all contracts, the Governmental Unit shall comply with the requirements of the Environmental Protection Agency's Program for Utilization of Minority and Women's Business Enterprises set out in Title 40, Chapter I, Subchapter B, Part 33 of the Code of Federal Regulations.

(h) For all contracts, the Governmental Unit shall comply with the requirements of Executive Order 13502 on Use of Project Agreements for Federal Construction Projects.

(i) For all contracts, the Governmental Unit shall comply with the requirements of Executive Order dated September 25, 2012 on Strengthening Protections Against Trafficking in Persons in Federal Contracts.

(j) For all contracts, the Governmental Unit shall comply with all federal requirements applicable to the Loan (including those imposed by P.L. 113-76, 2014 Consolidated Appropriations Act, Section 436 and related SRF Policy Guidelines) which the Governmental Unit understands includes, among other, requirements that all of the iron and steel products used in the Project are to be produced in the United States ("American Iron and Steel Requirement") unless (i) the Governmental Unit has requested and obtained a waiver from the Finance Authority pertaining to the Project or (ii) the Finance Authority has otherwise advised the Governmental Unit in writing that the American Iron and Steel Requirement is not applicable to the Project.

(k) For all contracts, the Governmental Unit shall comply with all record keeping and reporting requirements under the Clean Water Act/Safe Drinking Water Act, including any reports required by a Federal agency or the Finance Authority such as performance indicators of program deliverables, information on costs and project progress. The Governmental Unit understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the Clean Water Act/Safe Drinking Water Act and this Agreement may be a default under this Agreement.

(l) For all contracts, the Governmental Unit shall comply with Executive Order 12549 – Debarment and Suspension and all rules, regulations and guidelines issued pursuant to Executive Order 12549, including compliance with the requirement that each prospective participant in transactions related to the Loan execute a written certification that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in transactions related to the Loan. (m)

(m) For all contracts, the Governmental Unit shall comply with the requirements of section 1450(e) of the Safe Drinking Water Act (42 U.S.C.300j-9(e)) in all procurement contracts, and the Governmental Unit and procurement contractors shall include such a term and condition in subcontracts and other lower tiered transactions. All contracts and subcontracts for the Project shall include in any contract in excess of $2,000 the contract clauses set out in the EPA publication entitled "Wage Rate Requirements Under the Clean Water Act, Section 513 and the Safe Drinking Water Act Section 1450(e)."

(n) The Governmental Unit shall comply with the requirement of the June 3, 2015 Guidelines for Enhancing Public Awareness of SRF Assistance Agreements issued by the United States Environmental Protection Agency relating to signage, posters, advertisements, website or press releases indicating that financial assistance was received from the EPA for the Project.

The Finance Authority or its designee shall have the right to review all contracts, work orders and other documentation related to the Project that it deems necessary to assure compliance with applicable laws, rules and regulations, and may conduct such review as it deems appropriate prior to disbursing funds for payment of an Approved Requisition.

Section 7.5 First Lien Status. The Loan Agreement Payments constitute an irrevocable first lien (but not necessarily an exclusive first lien) upon the Pledged Revenues. The Governmental Unit covenants that the Loan Agreement Payments and any Parity Obligations herein authorized to be issued and from time to time outstanding shall be equitably and ratably secured by a first lien on the Pledged Revenues and shall not be entitled to any priority one over the other in the application of the Pledged Revenues regardless of the time or times of the issuance of such obligations, it being the intention of the Governmental Unit that there shall be no priority between the Loan Agreement Payments and any such Parity Obligations regardless of the fact that they may be actually issued and delivered at different times.

Section 7.6 Expeditious Completion. The Governmental Unit shall complete the Project with all practical dispatch.

ARTICLE VIII

PREPAYMENT OF LOAN AGREEMENT PAYMENTS

The Governmental Unit is hereby granted the option to prepay the Principal Component of this Loan Agreement in whole or in part on any day without penalty or prepayment premium, beginning one (1) year after the Closing Date. The Governmental Unit may designate the due date or due dates of the Principal Component or portions thereof being prepaid in the event of a partial prepayment. Any such prepayment shall include accrued interest to the redemption date of the corresponding Bonds to be redeemed, if any, and notice of intent to make such prepayment shall be provided to the Finance Authority or its designee by the Governmental Unit no less than forty-five (45) days prior to the prepayment date. The Finance Authority or its designee shall recalculate the Loan Agreement Payments due under this Loan Agreement in the event of a partial prepayment in a manner which is consistent with the manner in which the Bonds, if any, are prepaid.

ARTICLE IX

INDEMNIFICATION

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

designee, shall defend the Finance Authority or its designee, if any, in any such action or proceeding.

ARTICLE X

EVENTS OF DEFAULT AND REMEDIES

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

(a) Failure by the Governmental Unit to pay any amount required to be paid under this Loan Agreement on the date on which it is due and payable; or

(b) Failure by the Governmental Unit to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Loan Agreement, other than as referred to in paragraph (a), for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Governmental Unit by the Finance Authority or its designee, if any, unless the Finance Authority or its designee, as applicable, shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice can be wholly cured within a period of time not materially detrimental to the rights of the Finance Authority or its designee but cannot be cured within the applicable thirty (30) day period, the Finance Authority or its designee will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Governmental Unit within the applicable period and diligently pursued until the failure is corrected; and provided, further, that if by reason of force majeure the Governmental Unit is unable to carry out the agreements on its part herein contained, the Governmental Unit shall not be deemed in default under this paragraph (b) during the continuance of such inability (but force majeure shall not excuse any other Event of Default); or

(c) Any warranty, representation or other statement by or on behalf of the Governmental Unit contained in this Loan Agreement or in any instrument furnished in compliance with or in reference to this Loan Agreement is false or misleading in any material respect; or

(d) A petition is filed against the Governmental Unit under any bankruptcy, moratorium, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, and is not dismissed within thirty (30) days after such filing, but the Finance Authority shall have the right to intervene in the proceedings to protect the Finance Authority's interests; or

(e) The Governmental Unit files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, moratorium, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under any such law; or,

(f) The Governmental Unit admits insolvency or bankruptcy or its inability to pay its debts as they become due or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including, without limitation, a receiver, liquidator or trustee) of the Governmental Unit for any of its property is appointed by court order or takes possession thereof and such order remains in effect or such possession continues for more than thirty (30) days, but the Finance Authority shall have the right to intervene in the proceedings to protect its interests.

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

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

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

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

(d) Cause the Governmental Unit to account as if it were the trustee of an express trust for all of the Pledged Revenues and Aggregate Disbursements (except the Expense Fund Component); or,

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

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

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

Section 10.5 Waivers of Events of Default. The Finance Authority may in its discretion waive any Event of Default hereunder and the consequences of an Event of Default by written waiver; provided, however, that there shall not be waived (i) any Event of Default in the payment of principal of this Loan Agreement at the date when due as specified in this Loan Agreement, or (ii) any default in the payment when due of the interest on this Loan Agreement, unless prior to such waiver or rescission, all arrears of interest, with interest at the rate borne by this Loan Agreement on all arrears of payment of principal and all expenses of the Finance Authority, in connection with such Event of Default shall have been paid or provided. Such waiver shall be effective only if made by written statement of waiver issued by the Finance Authority. In case of any such waiver or rescission, or in case any proceeding taken by the Finance Authority on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case, the Finance Authority shall be restored to its former position and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other Event of Default, or impair any right consequent thereon.

Section 10.6 No Additional Waiver Implied by One Waiver. In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be in writing and limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

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

ARTICLE XI

MISCELLANEOUS

Section 11.1 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered as follows:

If to the Governmental Unit, then to:

City of Las Vegas
Attn: Finance Director
1700 North Grand Avenue
Las Vegas, New Mexico 87701

If to the Finance Authority, then to:

New Mexico Finance Authority
Attention: Chief Executive Officer
207 Shelby Street
Santa Fe, New Mexico 87501

And if to Finance Authority's designated servicing agent for this Loan Agreement, if any, at the address to be provided by the servicing agent. The Governmental Unit and the Finance Authority may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

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

Section 11.3 Amendments. This Loan Agreement may be amended only with the written consent of the Finance Authority and the Governmental Unit, except as provided in Section 4.1(b) of this Loan Agreement. The consent of the Finance Authority for amendments not affecting the terms of payment of the loan component of this Loan Agreement may be given by an Authorized Officer of the Finance Authority. The execution of any such consent by and Authorized Officer of the Finance Authority shall constitute his or her determination that such amendment does not affect the terms of payment of the loan component of this Loan Agreement.

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

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

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

Section 11.7 Assignment by the Finance Authority. This Loan Agreement (except as to the Administrative Fee and Expense Fund Component) may be assigned and transferred by the

Finance Authority to a trustee, which right to assign and transfer is hereby acknowledged and approved by the Governmental Unit.

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

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

Section 11.10 Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Loan Agreement.

[*Remainder of page intentionally left blank.*]

[*Signature pages follow.*]

IN WITNESS WHEREOF, the Finance Authority, on behalf of itself has executed this Loan Agreement, which was approved by the Finance Authority's Board of Directors on June 23, 2016, in its corporate name by its duly authorized officers; and the Governmental Unit has caused this Loan Agreement to be executed in its corporate name and the seal of the Governmental Unit affixed hereto and attested by duly authorized officers. All of the above are effective as of the date first above written.

NEW MEXICO FINANCE AUTHORITY

By_____
Robert P. Coalter, Chief Executive Officer

Prepared for Execution by Officers of the Finance Authority:

SUTIN, THAYER & BROWNE
A PROFESSIONAL CORPORATION
As Loan Counsel to the Finance Authority

By _____
Suzanne Wood Bruckner

Approved for Execution by Officers of the Finance Authority:

By _____
Daniel C. Opperman, General Counsel

CITY OF LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO

By_____
Richard Trujillo, City Manager

[SEAL]

ATTEST:

By_____
Casandra Fresquez, City Clerk

_____
H. Chico Gallegos, City Attorney
Approved as to Legal Sufficiency Only

4015130.doc

EXHIBIT "A"

TERM SHEET

LOAN NO. 3570-DW
TO THE CITY OF LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO

Governmental Unit:	City of Las Vegas, New Mexico
Project Description:	A water system improvement project known as Phase II Water Tank Improvements.
Pledged Revenues:	Net Revenues
Currently Outstanding Parity Obligations for Pledged Revenues:	New Mexico Finance Authority Drinking Water Loans: No. 2727-DW, maturing in 2034, No. 2878-DW, maturing in 2035, No. 2910-DW, maturing in 2035, No. 2911-DW, maturing in 2035, and No. 3046-DW, maturing in 2035.
Currently Outstanding Senior Obligations:	None
Currently Outstanding Subordinate Obligations:	New Mexico Finance Authority Water Trust Board Loans: No. 0197-WTB, maturing in 2031, No. 0218-WTB, maturing in 2031, No. 0219-WTB, maturing in 2031, No. 0251-WTB, maturing in 2031 and No. 0286-WTB, maturing in 2031.
Authorizing Legislation:	Governmental Unit Resolution No. 16-39 adopted October 19, 2016.
Closing Date:	November 23, 2016
Interest Rate:	.25% (which includes the Administrative Fee)
Maximum Forgiven Program Fund Component:	$69,115

Maximum Repayable Program Fund Component:	$80,885	
Aggregate Program Fund Amount:		$150,000
Maximum Forgiven Expense Fund Component:	$691	
Maximum Repayable Expense Fund Component:	$809	
Maximun Expense Fund Component:		$ 1,500
Maximum Principal Amount:		$151,500
Subsidy Percent:	The maximum funds available for subsidy are $69,806 (approximately 46.08%).	

EXHIBIT "B"

LOAN AGREEMENT PAYMENT SCHEDULE

[SEE ATTACHED]

DETAILED BOND DEBT SERVICE

Las Vegas, City of
3570-DW, Phase II Water Tank Project

Loan Component (LOAN)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
05/01/2017			89.64	89.64	89.64
11/01/2017			102.12	102.12	
05/01/2018			102.12	102.12	204.24
11/01/2018			102.12	102.12	
05/01/2019	3,989	0.250%	102.12	4,091.12	4,193.24
11/01/2019			97.13	97.13	
05/01/2020	3,998	0.250%	97.13	4,095.13	4,192.26
11/01/2020			92.13	92.13	
05/01/2021	4,008	0.250%	92.13	4,100.13	4,192.27
11/01/2021			87.12	87.12	
05/01/2022	4,019	0.250%	87.12	4,106.12	4,193.25
11/01/2022			82.10	82.10	
05/01/2023	4,029	0.250%	82.10	4,111.10	4,193.20
11/01/2023			77.06	77.06	
05/01/2024	4,039	0.250%	77.06	4,116.06	4,193.13
11/01/2024			72.02	72.02	
05/01/2025	4,049	0.250%	72.02	4,121.02	4,193.03
11/01/2025			66.95	66.95	
05/01/2026	4,059	0.250%	66.95	4,125.95	4,192.91
11/01/2026			61.88	61.88	
05/01/2027	4,069	0.250%	61.88	4,130.88	4,192.76
11/01/2027			56.79	56.79	
05/01/2028	4,079	0.250%	56.79	4,135.79	4,192.59
11/01/2028			51.70	51.70	
05/01/2029	4,089	0.250%	51.70	4,140.70	4,192.39
11/01/2029			46.58	46.58	
05/01/2030	4,100	0.250%	46.58	4,146.58	4,193.17
11/01/2030			41.46	41.46	
05/01/2031	4,110	0.250%	41.46	4,151.46	4,192.92
11/01/2031			36.32	36.32	
05/01/2032	4,120	0.250%	36.32	4,156.32	4,192.64
11/01/2032			31.17	31.17	
05/01/2033	4,130	0.250%	31.17	4,161.17	4,192.34
11/01/2033			26.01	26.01	
05/01/2034	4,141	0.250%	26.01	4,167.01	4,193.02
11/01/2034			20.83	20.83	
05/01/2035	4,151	0.250%	20.83	4,171.83	4,192.67
11/01/2035			15.64	15.64	
05/01/2036	4,161	0.250%	15.64	4,176.64	4,192.29
11/01/2036			10.44	10.44	
05/01/2037	4,172	0.250%	10.44	4,182.44	4,192.89
11/01/2037			5.23	5.23	
05/01/2038	4,182	0.250%	5.23	4,187.23	4,192.46
	81,694		2,455.27	84,149.27	84,149.27

EXHIBIT "C"

FORM OF REQUISITION

RE: $151,500 Loan Agreement by and between the Finance Authority and the City of Las Vegas (the "Loan Agreement")

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

LOAN NO. 3570-DW CLOSING DATE: November 23, 2016

You are hereby authorized to disburse to the City of Las Vegas or its payee with regard to the above-referenced Loan Agreement the following:

REQUISITION NUMBER:		☐ Interim Request ☐ Final Request
AMOUNT OF PAYMENT:	$	

PURPOSE OF PAYMENT: _____

_____

_____

_____

☐ This is a request of REIMBURSEMENT of incurred and paid project expenses. (Attach proof of payment, e.g. check stubs, and corresponding invoices)

☐ This is a request of DIRECT PAYMENT to vendor or service provider of incurred project expenses. (Attach invoices)

PAYEE INFORMATION

NAME:	
CONTACT NAME:	
ADDRESS:	
PHONE NUMBER:	
FAX NUMBER:	
E-MAIL ADDRESS:	

WIRING INFORMATION

BANK NAME:	
ACCOUNT NUMBER:	
ROUTING NUMBER:	

Please indicate if this Business is considered a

☐ SBE (Small Business Entrepreneur)	☐ MBE (Minority Business Entrepreneur)	☐ WBE (Women owned business Entrepreneur)	☐ N/A

(Attach SBE/MBE/WBE Certification)

Each obligation, item of cost or expense mentioned herein is for costs of the Project, is due and payable, has not been the subject of any previous requisition and is a proper charge for requisition and payment.

Each obligation, item of cost or expense mentioned herein is not for costs related to the purchase of land or easement.

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

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

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

DATED:_____ By:_____

Authorized Officer

_____

(Print name and title)

EXHIBIT "D"

FORM OF CERTIFICATE OF COMPLETION

RE: $151,500 Loan Agreement by and between the Finance Authority and the City of Las Vegas, New Mexico (the "Loan Agreement")

Loan No. 3570-DW

Closing Date: November 23, 2016

TO: NEW MEXICO FINANCE AUTHORITY

I, _____, the _____ of the
[Name] [Title or position]

The City of Las Vegas, hereby certify as follows:

1. The project described in the Loan Agreement (the "Project") was completed and placed in service on _____, 20___.

2. The total cost of the Project was $ _____.

3. Cost of the Project paid from the Loan was $ _____.

4. The portion of the Maximum Principal Amount unexpended for the Project is $ _____.

5. The Project was completed and is and shall be used consistent with and subject to the covenants set forth in the Loan Agreement.

This certificate shall not be deemed to prejudice or affect any rights of or against third parties which exist at the date of this certificate or which may subsequently come into being.

CITY OF LAS VEGAS,
SAN MIGUEL COUNTY, NEW MEXICO

By: _____

Its: _____

$151,500
CITY OF LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO
NEW MEXICO FINANCE AUTHORITY DRINKING WATER LOAN
No. 3570-DW

STATE OF NEW MEXICO	)	GENERAL AND NO LITIGATION
	) ss.	CERTIFICATE
COUNTY OF SAN MIGUEL	)	

IT IS HEREBY CERTIFIED by the undersigned, the duly chosen, qualified and acting City Manager and City Clerk for the City of Las Vegas (the "Governmental Unit") in the County of San Miguel and the State of New Mexico (the "State"):

Capitalized terms used in this Certificate have the same meaning as defined in Governmental Unit Resolution No. 16-39 adopted on October 19, 2016 (the "Resolution"), unless otherwise defined in this Certificate or the context requires otherwise.

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

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

3. From at least May 11, 2016 to and including the date of this Certificate, the following were and now are the duly chosen, qualified and acting officers of the Governmental Unit:

Mayor:	Tonita Gurulé-Girón
Councilors:	David Ulibarri Vince Howell Barbara Casey David Romero
Finance Director:	Ann Marie Gallegos
City Manager:	Richard Trujillo
City Clerk:	Casandra Fresquez
City Attorney:	H. Chico Gallegos, Esq.

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

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

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

7. The Resolution 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 Resolution. The Resolution constitutes valid and sufficient legal authority for the Governmental Unit to carry out and enforce the provisions of the Loan Agreement. No referendum petition has been filed with respect to the Resolution under the provisions of the laws, bylaws or regulations of the Governmental Unit or the State.

8. No event will result from the execution and delivery of the Loan Agreement that constitutes a default or an event of default under the Loan Agreement or the Resolution, and no event of default and no default under the Loan Agreement or the Resolution have occurred and are continuing on the date of this Certificate.

9. 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 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 Resolution and the Loan Agreement.

10. 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 or to any of the actions required to be taken by the Resolution or the Loan Agreement 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.

11. Neither the Governmental Unit's adoption of the Resolution nor any action contemplated by or pursuant to the Resolution or the Loan Agreement 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, resolution, agreement,

indenture, mortgage or other instrument to which the Governmental Unit is subject or by which it is bound.

12. 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, properties of the Governmental Unit or the Pledged Revenues since the date of the Resolution.

13. None of the events of default referred to in Article X of the Loan Agreement has occurred.

14. Subsequent to the adoption of the Resolution, the Governmental Unit has not pledged or otherwise encumbered the Pledged Revenues. On the date of this Certificate, except as set forth in the Term Sheet, 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.

15. The Loan Agreement permits the Governmental Unit to issue additional bonds or other obligations with a lien on the Pledged Revenues, on 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. The Loan Agreement prohibits the Governmental Unit from issuing additional bonds or other obligations with a lien on the Pledged Revenues senior to the lien of the Loan Agreement without the prior written approval of the Finance Authority.

16. 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 therefore, 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, interest, and Administrative Fee 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 drinking water state revolving fund loan program; (c) the validity or enforceability of the Loan Agreement or any proceedings of the Governmental Unit taken with respect to the Loan Agreement or the Resolution; (d) the execution and delivery of the Loan Agreement; or (e) the power of the Governmental Unit to carry out the transactions contemplated by the Loan Agreement or the Resolution.

17. 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 and the Resolution are true and correct as of the date hereof.

18. 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.

19. To the best of our knowledge and belief after due investigation, neither the Mayor, 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.

20. Regular meetings of the Governing Body have been held at 1700 North Grand Avenue, Las Vegas, New Mexico, the principal meeting place of the Governing Body.

21. The Governing Body has no rules of procedure which would invalidate or make ineffective the Resolution or other action taken by the Governing Body in connection with the Loan Agreement. The Open Meetings Act Resolution No. 16-04 adopted and approved by the Governing Body on January 20, 2016 establishes notice standards as required by NMSA 1978, § 10-15-1, as amended. The Open Meetings Act Resolution No. 16-04 has not been amended or repealed. All action of the Governing Body with respect to the Loan Agreement and the Resolution was taken at meetings held in compliance with the Open Meetings Act and Resolution No. 16-04.

22. The City Manager and 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.

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

24. This Certificate may be executed in counterparts.

[Remainder of page left intentionally blank]

[*Signature page follows.*]

WITNESS our signatures and the seal of the Governmental Unit this 23rd day of November, 2016.

CITY OF LAS VEGAS, NEW MEXICO

By: _____
Richard Trujillo, City Manager

By:_____
Casandra Fresquez, City Clerk

[SEAL]

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$151,500
CITY OF LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO
NEW MEXICO FINANCE AUTHORITY DRINKING WATER LOAN
No. 3570-DW

RIGHT-OF-WAY CERTIFICATE

The undersigned on behalf of the City of Las Vegas (the "Governmental Unit"), a New Mexico municipality, in the County of San Miguel and the State of New Mexico, hereby certifies except as noted in item 4 below:

1. That the Governmental Unit has acquired and presently holds title to or continuous and adequate rights-of-way on public and private lands needed, if any, for the construction, operation, and maintenance of the facilities to be installed, repaired, or enlarged with the proceeds of the above-referenced Loan made by New Mexico Finance Authority (the "Project") and such omissions, defects, or restrictions as may exist will in no substantial way or manner endanger the value or the operation of the Project.

2. That the Governmental Unit has acquired the necessary permits, franchises, and authorizations or other instruments by whatsoever name designated, from public utilities and public bodies, commissions, or agencies authorizing the construction, operation, and maintenance of the facilities upon, along or across streets, roads, highways, and public utilities.

3. That the attached right of way maps show the location and description of all land and rights-of-way needed for the Project, including all lands acquired for the Project by right of use or adverse possession and by legal conveyances such as right-of-way or easement deeds, permits, or other instruments.

4. Exceptions: _____

_____

[*Signature page follows.*]

IN WITNESS WHEREOF, the undersigned has executed this Certificate on behalf of the City of Las Vegas as of this 23rd day of November, 2016.

_____
H. Chico Gallegos
Attorney for the City of Las Vegas

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$151,500
CITY OF LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO
NEW MEXICO FINANCE AUTHORITY DRINKING WATER LOAN
No. 3570-DW

STATE OF NEW MEXICO	)	DELIVERY CERTIFICATE AND
	) ss.	CROSS-RECEIPT
COUNTY OF SAN MIGUEL	)	

IT IS HEREBY CERTIFIED by the undersigned, the duly chosen and qualified City Manager 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 Drinking Water State Revolving Fund Loan and Subsidy Agreement in the Maximum Principal Amount of $151,500 (the "Loan Agreement") between the Governmental Unit and the New Mexico Finance Authority (the "Finance Authority") to the Finance Authority, the purchaser of the Loan Agreement, as authorized by Governmental Unit Resolution No. 16-39, adopted by the Governmental Unit on October 19, 2016 (the "Resolution") relating to the execution and delivery of the Loan Agreement.

2. The undersigned acknowledge that the Aggregate Program Amount, as defined in the Loan Agreement, is available for disbursement to the Governmental Unit pursuant to the terms of Section 4.2 of the Loan Agreement upon transmission of payment requisitions to the Finance Authority in substantially the form attached as Exhibit "C" to the Loan Agreement, with supporting documentation as provided in the Loan Agreement, and will be used as set forth in the Resolution and the Loan Agreement.

WITNESS our hands this 23rd day of November, 2016.

CITY OF LAS VEGAS, NEW MEXICO

By: _____
Richard Trujillo, City Manager

By: _____
Casandra Fresquez, City Clerk

[SEAL]

STATE OF NEW MEXICO)
) ss
COUNTY OF SANTA FE)

It is hereby certified by the undersigned, the duly qualified and acting Chief Executive Officer of the Finance Authority, that the Finance Authority has, on the date of this Certificate received from the City of Las Vegas, New Mexico, the Loan Agreement for Project No. 3570-DW.

NEW MEXICO FINANCE AUTHORITY

By: _____
Robert P. Coalter
Chief Executive Officer
New Mexico Finance Authority

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$151,500
CITY OF LAS VEGAS, NEW MEXICO
NEW MEXICO FINANCE AUTHORITY LOAN

STATE OF NEW MEXICO)
) ss. PLEDGED REVENUE CERTIFICATE
SAN MIGUEL COUNTY)

WHEREAS, the City of Las Vegas, New Mexico (the "Governmental Unit") pursuant to Ordinance No. 13-05 adopted on May 15, 2013 (the "2727-DW Ordinance"), executed and delivered an Amended and Restated Drinking Water State Revolving Fund Loan and Subsidy Agreement (the "2727-DW Loan Agreement") between the Governmental Unit and the New Mexico Finance Authority (the "Finance Authority"), in the aggregate principal amount of $1,100,000. The 2727-DW Loan Agreement is payable from a lien on the distribution of Net Revenues of the Governmental Unit's Water Utility System (the "Pledged Revenues").

WHEREAS, the Governmental Unit pursuant to Ordinance No. 13-08 adopted on May 15, 2013 (the "2878-DW Ordinance"), executed and delivered a Drinking Water State Revolving Fund Loan and Subsidy Agreement (the "2878-DW Loan Agreement") between the Governmental Unit and the Finance Authority, in the aggregate principal amount of $1,600,000. The 2878-DW Loan Agreement is payable from a lien on the distribution of the Pledged Revenues.

WHEREAS, the Governmental Unit pursuant to Ordinance No. 13-06 adopted on May 15, 2013 (the "2910-DW Ordinance"), executed and delivered a Drinking Water State Revolving Fund Loan and Subsidy Agreement (the "2910-DW Loan Agreement") between the Governmental Unit and the Finance Authority, in the aggregate principal amount of $1,222,100. The 2910-DW Loan Agreement is payable from a lien on the distribution of the Pledged Revenues.

WHEREAS, the Governmental Unit pursuant to Ordinance No. 13-07 adopted on May 15, 2013 (the "2911-DW Ordinance"), executed and delivered a Drinking Water State Revolving Fund Loan and Subsidy Agreement (the "2911-DW Loan Agreement") between the Governmental Unit and the Finance Authority, in the aggregate principal amount of $1,222,757. The 2911-DW Loan Agreement is payable from a lien on the distribution of the Pledged Revenues.

WHEREAS, the Governmental Unit pursuant to Resolution No. 14-29 adopted on May 20, 2014 (the "3046-DW Resolution"), executed and delivered a Drinking Water State Revolving Fund Loan and Subsidy Agreement (the "3046-DW Loan Agreement") between the Governmental Unit and the Finance Authority, in the aggregate principal amount of $174,730. The 3046-DW Loan Agreement is payable from a lien on the distribution of the Pledged Revenues.

WHEREAS, the Governmental Unit, pursuant to Resolution No. 16-39 adopted on October 19, 2016 (the "3570-DW Resolution"), intends to execute and deliver on the date hereof its New Mexico Finance Authority Drinking Water State Revolving Fund Loan and Subsidy Agreement in the aggregate principal amount of $151,500 for the purpose of Phase II Water Tank Improvements (the "3570-DW Loan Agreement") payable from the Pledged Revenues, as set forth in the 3570-DW Loan Agreement;

WHEREAS, Section 5.4, the "Additional Parity Obligations Payable from Pledged Revenues" of the 2727-DW Loan Agreement, the 2878-DW Loan Agreement, the 2910-DW Loan Agreement, the 2911-DW Loan Agreement and the 3046-DW Loan Agreement (collectively, the "Parity Loan Agreements") provides as follows:

"Section 5.4. Additional Parity Obligations Payable From Pledged Revenues. No provision of this Loan Agreement shall be construed in such a manner as to prevent the issuance by the Governmental Unit of additional Parity Obligations payable from Pledged Revenues, nor to prevent the issuance of bonds or other obligations refunding all or a part of this Loan Agreement; provided, however, that before any such additional Parity Obligations are actually issued (excluding refunding bonds or refunding obligations which refund Parity Obligations but including parity refunding bonds and obligations which refund Subordinated Obligations as provided in Section 5.5 hereof), it must be determined that:

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

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

(c) The Pledged Revenues received by or credited to the Governmental Unit for the Fiscal Year or for any twelve (12) consecutive months out of the twenty-four (24) months preceding the date of issuance of such additional Parity Obligations (the "Historic Test Period") shall have been sufficient to pay an amount representing one hundred thirty percent (130%) of the combined maximum annual principal, interest requirement and the Administrative Fee Component coming due in any subsequent Fiscal Year on the then outstanding Parity Obligations and the Parity Obligations proposed to be issued (excluding the accumulation of any reserves therefor).

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

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

obligations refunding all or part of this Loan Agreement as permitted by Section 5.5 hereof.

(f) The Governmental Unit shall not issue bonds or other obligations payable from the Pledged Revenues having a lien thereon prior or superior to this Loan Agreement[, without the written approval of the Finance Authority – from 3046-DW Loan Agreement only]."

* * *

WHEREAS, the combined principal and interest on the outstanding Parity Loan Agreements coming due in each Fiscal Year to their last principal payment dates is as follows:

Parity Loan Agreements Debt Service Requirements

Fiscal Year Ending	Total Payment
2017	$87,518
2018	87,509
2019	87,503
2020	87,494
2021	87,488
2022	87,479
2023	87,474
2024	87,464
2025	87,459
2026	87,450
2027	87,443
2028	87,434
2029	87,426
2030	87,419
2031	87,412
2032	74,967
2033	71,959
2034	71,961
2035	54,140
2036	2,242

WHEREAS, the principal and interest on the 3570-DW Loan Agreement coming due in each Fiscal Year to its last principal date is as follows:

3570-DW Loan Agreement Debt Service Requirements

Fiscal Year Ending	Principal	Total Payment
2017	0	$ 90
2018	0	204

2019	$3,989	4,193
2020	3,998	4,192
2021	4,008	4,192
2022	4,019	4,193
2023	4,029	4,193
2024	4,039	4,193
2025	4,049	4,193
2026	4,059	4,193
2027	4,069	4,193
2028	4,079	4,193
2029	4,089	4,192
2030	4,100	4,193
2031	4,110	4,193
2032	4,120	4,193
2033	4,130	4,192
2034	4,141	4,193
2035	4,151	4,193
2036	4,161	4,192
2037	4,172	4,193
2038	4,182	4,192

NOW THEREFORE, the undersigned do hereby certify as follows:

1. We are familiar with the provisions of the 2727-DW Ordinance, the 2878-DW Ordinance, the 2910-DW Ordinance, the 2911-DW Ordinance and the 3046-DW Resolution authorizing the execution and delivery of the Parity Loan Agreements, and the 3570-DW Resolution authorizing the execution and delivery of the 3570-DW Loan Agreement and with the provisions of the Parity Loan Agreements and the 3570-DW Loan Agreement.

2. We are familiar with the books, accounts and funds of the Governmental Unit pertaining to the Pledged Revenues.

3. Except as stated in the preambles to this Certificate, the Pledged Revenues have not been pledged or hypothecated to the payment of any outstanding parity lien obligations and no other outstanding obligations are payable from the Pledged Revenues.

4. The Governmental Unit is not, and has not been in default as to making any payments on the Parity Loan Agreements, nor under any of the covenants or requirements of the Parity Loan Agreements.

5. The 3570-DW Loan Agreement is payable from the Pledged Revenues and will constitute a lien upon the Pledged Revenues on a parity with the lien of the outstanding Parity Loan Agreements.

6. The fiscal year immediately preceding the date of the 3570-DW Loan Agreement is the period commencing on July 1, 2015 and ending in June 30, 2016.

7. The Pledged Revenues for the fiscal year ended 2016 are fairly stated at $935,303.

8. The combined maximum Aggregate Annual Debt Service Requirements on the Parity Loan Agreements and the 3570-DW Loan Agreement for the parity bond test set out in the preambles of this Certificate occurs in Fiscal Year 2019 and is $91,696. One hundred thirty percent (130%) of such amount is $119,204.80.

9. The Pledged Revenues of $935,303 (i.e., paragraph 7 above) for the fiscal year immediately preceding the date of the execution and delivery of the 3570-DW Loan Agreement were sufficient to pay an amount representing 130% of the combined maximum Aggregate Annual Debt Service Requirements of $91,696 on the Parity Loan Agreements and the 3570-DW Loan Agreement.

10. This certificate is for the benefit of each holder from time to time of the 3570-DW Loan Agreement and for the benefit of bond counsel in rendering opinions to the effect that the 3570-DW Loan Agreement is secured by a lien pledge on the Pledged Revenues on a parity with the Parity Loan Agreements.

(Signature Page Follows)

WITNESS our hands this 23rd day of November, 2016.

CITY OF LAS VEGAS, NEW MEXICO

By: _____
Richard Trujillo, City Manager

By:_____
Ann Marie Gallegos, Finance Director

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NEW MEXICO FINANCE AUTHORITY

FINAL OPINION OF COUNSEL

To: New Mexico Finance Authority
207 Shelby Street
Santa Fe, New Mexico 87501

Re: City of Las Vegas, San Miguel County, New Mexico
$151,500 Loan No. 3570-DW

I am the Attorney for the City of Las Vegas, New Mexico, with regard to the above-referenced Loan. I am licensed to practice law and am in good standing in the State of New Mexico. I provide this opinion in my role as counsel to the Governmental Unit, the City of Las Vegas, New Mexico (the "Governmental Unit"), understanding that the Lender, the New Mexico Finance Authority (the "Finance Authority"), is relying on all representations by me on behalf of my client and, but for these representations, the Loan would not be approved.

I hereby certify that I have examined:

(1) The City of Las Vegas Water Project, Drinking Water State Revolving Loan Fund Application, dated May 11, 2016, and the Finance Authority Board Approval, for Project No. 3570-DW, for the City of Las Vegas, San Miguel County), dated June 23, 2016, relating to the project (herein the "Project"), as more specifically defined in the Loan and Subsidy Agreement dated November 23, 2016 (the "Loan Agreement");

(2) The incorporation documents creating the Governmental Unit;

(3) The most recent Annual Open Meetings Resolution (as well as the underlying proceedings) adopted by the Governmental Unit;

(4) The proceedings of the City Council, the governing body of the Governmental Unit (including all agendas, minutes, resolutions, ordinances and publications) which authorize the Loan Application, the Project development, the budget for the Project, and existing contracts (if any) with Project professionals including but not limited to architects, engineers, planners and contractors, whose work will be paid from the proceeds of the Loan;

(5) Relevant corporate proceedings of the Governmental Unit from at least May 11, 2016 to the date hereof, including, without limiting the generality of the foregoing, the corporate action of the Governmental Unit relating to (a) the election or appointment of its Mayor, City Council and City Clerk; (b) the

adoption of ordinances and resolutions governing the operation of the Project; (c) cost estimates for the Project; (d) the proposed operating budget; (e) the proposal to finance the Project, in part, with a loan made by the Finance Authority; (f) the Resolution of the City Council dated October 19, 2016 (the "Resolution") authorizing the Mayor and city Clerk to execute necessary documents to obtain the loan for the Project; and (g) all necessary approvals for the Project from state or local authorities;

(6) The Loan Agreement and attachments or exhibits thereto setting up a procedure whereby all loan funds will be disbursed to the Governmental Unit on written authorization of the Governmental Unit's Authorized Officers only after certification of completion of the work in a satisfactory manner by a licensed professional engineer, architect or other authorized representative contractually obligated to the Governmental Unit and only to pay eligible Project costs; and

(7) The records and files of all offices in which there might be recorded, filed, or indexed, any liens of any nature whatsoever, affecting the title to any real or personal property upon which the Project will be constructed.

Based upon my examination of the foregoing, I am of the opinion that:

A. The Governmental Unit is a duly organized and existing incorporated municipality in good standing under the laws of the State of New Mexico.

B. The ordinances, resolutions, rules and regulations governing the operation of the Project have been duly adopted and are now in full force and effect.

C. The officials and appointees of the Governmental Unit were duly and validly elected or appointed and are empowered to act for the Governmental Unit.

D. The Governmental Unit has corporate power:

(1) to construct and install the Project proposed to be constructed and installed by the Governmental Unit;

(2) to execute and deliver Loan documents including, but not necessarily limited to, those identified above;

(3) to perform all acts required by such Loan documents to be done by it; and

(4) to own and operate and maintain the Project during its useful life.

E. All proceedings of the Governmental Unit, its elected and appointed officers, and employees, required or necessary to be taken in connection with the authorization

of the actions specified above have been duly taken and all such authorizations are presently in full force and effect.

F. The Resolution 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 Resolution. The Resolution constitutes valid and sufficient legal authority for the Governmental Unit to carry out and enforce the provisions of the Loan Agreement. No referendum petition has been filed with respect to the Resolution under the provisions of the laws, bylaws or regulations of the Governmental Unit or the State.

G. The Governmental Unit has no rules of procedure which would invalidate or make ineffective the Resolution or other action taken by the Governmental Unit in connection with the Loan Agreement. Resolution No. 16-04 (the "Open Meetings Act Resolution"), as adopted and approved by the Governmental Unit on January 20, 2016, establishes notice standards as required by NMSA 1978, § 10-15-1, as amended. The Open Meetings Act Resolution has not been amended or repealed. All action of the Governmental Unit with respect to the Loan Agreement, and the Resolution was taken at meetings held in compliance with the Open Meetings Act Resolution.

H. To the best of my knowledge and belief after due investigation, 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 Resolution, and no event of default and no default under the Loan Agreement or the Resolution has occurred and is continuing on the date of this Certificate.

I. 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 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 Resolution and the Loan Agreement.

J. 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 or any of the actions required to be taken by the Resolution or the Loan Agreement to the date of this Certificate have been obtained and are in full force and effect.

K. 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.

L. Neither the Governmental Unit's adoption of the Resolution nor any action contemplated by or pursuant to the Resolution or the Loan Agreement 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, resolution, agreement, indenture, mortgage or other instrument to which the Governmental Unit is subject or by which it is bound.

M. There is no actual or 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 my knowledge is there any basis therefore, 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, interest, and Administrative Fee 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 drinking water state revolving fund loan program, (c) the validity or enforceability of the Loan Agreement or any proceedings of the Governmental Unit taken with respect to the Loan Agreement or the Resolution, (d) the execution and delivery of the Loan Agreement, (e) the authority of the Governmental Unit to repay the amount of the loan or (f) the power of the Governmental Unit to carry out the transactions contemplated by the Loan Agreement or the Resolution.

N. To the best of my knowledge and belief after due investigation, there are no recorded liens of any nature whatsoever affecting the title to any real or personal property that will be acquired with the proceeds of the Loan Agreement.

O. No legal proceedings have been instituted or are pending, and to the best of my knowledge none are threatened, whether or not the Governmental Unit is named as a party in such proceedings, which would affect the Governmental Unit's interest in the property upon which the Project will be located, and there are no judgments against the Governmental Unit and no liens against any of the real or personal property of the Governmental Unit or other entity on which the Project will be located.

P. The Governmental Unit has acquired all of the necessary land rights, easements and rights-of-way for the Project and the Governmental Unit now has sufficient, adequate and continuous rights-of-way to permit the construction, installation, operation and maintenance of the Project.

Q. The Governmental Unit has complied with all of the requirements of the New Mexico Procurement Code, NMSA 1978, §§ 13-1-28 through 13-1-199, as amended, applicable to the Project on or prior to the date of this opinion letter.

Dated this 23rd day of November, 2016

_____

H. Chico Gallegos
Attorney for the City of Las Vegas, New Mexico

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SUTIN THAYER BROWNE
A PROFESSIONAL CORPORATION
LAWYERS

IRWIN S. MOISE (1906-1984)
LEWIS R. SUTIN (1908-1992)
FRANKLIN JONES (1919-1994)
RAYMOND W. SCHOWERS (1948-1995)
GRAHAM BROWNE (1935-2003)

DEREK V. LARSON (Of Counsel)
NORMAN S. THAYER (Of Counsel)

ANDREW J. BARANOWSKI
ANNE P. BROWNE
SUZANNE WOOD BRUCKNER

MARIA MONTOYA CHAVEZ
KATHARINE C. DOWNEY
EDUARDO A. DUFFY
MICHAEL J. GOLDEN
SUSAN M. HAPKA
ROBERT G. HEYMAN
CHRISTOPHER A. HOLLAND
WADE L. JACKSON
JACQUELINE K. KAFKA
CHRISTINA M. LOONEY
STEVAN DOUGLAS LOONEY
KEITH C. MIER

LYNN E. MOSTOLLER
JACQUELINE N. ORTIZ
CHARLES J. PIECHOTA
JAY D. ROSENBLUM
FRANK C. SALAZAR
JUSTIN R. SAWYER
ANDREW J. SIMONS
MARIPOSA PADILLA SIVAGE
BENJAMIN E. THOMAS
TIMOTHY R. VAN VALEN
L. CURTIS VERNON

TWO PARK SQUARE
6565 AMERICAS PARKWAY, N.E.
ALBUQUERQUE, NEW MEXICO 87110
POST OFFICE BOX 1945
ALBUQUERQUE, NEW MEXICO 87103
505-883-2500
FAX 505-888-6565

317 PASEO DE PERALTA
SANTA FE, NEW MEXICO 87501
POST OFFICE BOX 2187
SANTA FE, NEW MEXICO 87504
505-988-5521
FAX 505-982-5297

WWW.SUTINFIRM.COM

November 23, 2016

New Mexico Finance Authority
207 Shelby Street
Santa Fe, New Mexico 87501

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

Re: $151,500 Loan to the City of Las Vegas, San Miguel County, New Mexico, 3570-DW

Ladies and Gentlemen:

We have acted as Loan Counsel to the New Mexico Finance Authority in connection with the $151,500 loan and subsidy agreement dated November 23, 2016 (the "Loan Agreement") by and between the City of Las Vegas, San Miguel County, New Mexico (the "Governmental Unit") and the New Mexico Finance Authority (the "Finance Authority"). The Loan Agreement is executed and delivered by the Governmental Unit pursuant to Sections 6-21A-1 through 6-21A-9 and 73-21-1 through 73-21-55, NMSA 1978, as amended, and the Governmental Unit's Resolution No. 16-39, adopted on October 19, 2016 (the "Resolution"). The Loan Agreement has been executed and delivered to provide funds for water system improvements for the Governmental Unit (the "Project"), as described in the Loan Agreement.

We have examined the Resolution 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 Resolution 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 Resolution is a valid and binding special limited obligation of the Governmental Unit enforceable in accordance with its terms and creates the pledge of the Net Revenues of the Governmental Unit, as described in the Loan Agreement (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 Resolution.

3. The Loan Agreement is payable solely from, and such payment is secured by a valid and binding first lien on the distribution on the Pledged Revenues on a parity to the lien thereon of other outstanding obligations secured by the Pledged Revenues and senior to the lien thereon of other outstanding obligations secured by a subordinate lien on the Pledged Revenues. 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.

We express no opinion with respect to the provisions of the Loan Agreement and the Resolution with respect to indemnification provisions requiring that amendments be in writing or payment of attorneys' fees.

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. 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 terms of the Loan Agreement.

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.

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

4015133.docx

August 2016

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November 2016

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City Council Meeting @ 6 pm 25539-014 3570-DW

CITY OF LAS VEGAS
NEW MEXICO FINANCE AUTHORITY - DRINKING WATER LOAN
TIMETABLE
(9/1/16)

DATE	ACTION	PARTIES
05/11/16	Deliver application to NMFA	Las Vegas
06/23/14	NMFA meeting to approve loan	NMFA
08/22/16	Readiness to Proceed items received	Sutin
09/01/16	Distribute revised Financing Schedule	Sutin
09/28-30/16	Distribute draft Resolution, Loan/Grant Agreement & closing documents to all for review	Sutin
10/05/16	Receive payment schedule	NMFA; Sutin
10/07/16	Comments due on draft loan/grant and closing documents	All
10/07/16	Send Final Resolution to Las Vegas for Agenda	Sutin
10/12/16	Governing Body work session	Las Vegas
10/14/16	Send final documents to Las Vegas for signature	Sutin
10/14/16	Send copies of final documents to the NMFA for review and comments	Sutin
10/19/16	Governing Body Meeting to adopt Resolution & sign documents	Las Vegas
10/20/16	Send Notice of Adoption of Resolution to newspaper, by 10 am	Sutin
10/23/16	Notice of Adoption of Resolution is published	Newspaper
11/01/16	Signed documents returned to Sutin	Las Vegas
11/10/16	Receive final readiness items, if any	NMFA; Sutin
11/10/16	Comments due to Sutin on all documents	NMFA
11/10/16	Final Due Diligence Worksheet due	Sutin
11/17/16	Send final, signed documents to the NMFA for signature	Sutin
11/17/16	Send complete set of final documents to the NMFA Accounting Department	Sutin
11/22/16	Expiration of 30-day limitation of action period	
11/23/16	Closing, by email	All

CONTACTS

City of Las Vegas, New Mexico
1700 North Grand Avenue
Las Vegas, New Mexico 87701
Tel: (505) 454-1401

Ann Marie Gallegos, Finance Director amgallegos@ci.las-vegas.nm.us
Casandra Fresquez, City Clerk cfresquez@ci.las-vegas.nm.us
Shawni Muniz, Admin Aide II (for sigs) shawnim@ci.las-vegas.nm.us
Maria Gilvarry, Utilities Director gilvarrym@ci.las-vegas.nm.us
H. Chico Gallegos, City Attorney cgallegos@ci.las-vegas.nm.us

New Mexico Finance Authority
207 Shelby Street
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(505) 992-9648

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Las Vegas Optic Tel: (505) 425-6796
legals@lasvegasoptic.com
Published Sunday, Wednesday and Friday; deadlines: at least two (2) days prior by 10 am

3983085.doc

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 10/11/16 DEPT: Transportation MEETING DATE: 10/19/16

ITEM/TOPIC: ***Resolution 16-37 Repealing and Replacing Resolution 16-29 City of Las Vegas Meadow City Express' intent to apply for NMDOT Grant 5311.***

ACTION REQUESTED OF COUNCIL: Approval/Disapproval of Resolution 16-37 repealing and replacing Resolution 16-29.

BACKGROUND/RATIONALE: The original resolution did not state the city's intent to match grant funds and identify amount as required, therefore the resolution needed to be reapproved with additional wording. City of Las Vegas Meadow City Express provides public transportation to individuals on a demand schedule. Applying for NMDOT Grant 5311 will allow services to continue.

STAFF RECOMMENDATION: Approval of Resolution 16-37

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.

Pamela Marrujo
SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

Tonita Gurule-Giron
TONITA GURULE-GIRON
MAYOR

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

RICHARD TRUJILLO
CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

H. CHICO GALLEGOS
CITY ATTORNEY
(ALL CONTRACTS MUST BE REVIEWED)

STATE OF NEW MEXICO
CITY OF LAS VEGAS
RESOLUTION NO. 16-37

A RESOLUTION REPEALING AND REPLACING RESOLUTION NO. 16-29 AUTHORIZING SUBMITTAL OF AN APPLICATION TO THE NEW MEXICO DEPARTMENT OF TRANSPORTATION TRANSIT AND RAIL DIVISION FOR A PUBLIC RURAL TRANSPORTATION GRANT

WHEREAS, the City of Las Vegas Meadow City Express was designated a public rural transportation system in 1995; and

WHEREAS, since that time the City of Las Vegas Meadow City Express has applied for NMDOT Transit and Rail monies to assist with administrative, operating and capital expenses on an annual basis; and

WHEREAS, the City of Las Vegas matches the NMDOT Transit and Rail monies at a ratio and intends to match the monies in the amount of $116,125; and

WHEREAS, the City of Las Vegas Meadow City Express intends to submit an application for FY 2018 Section 5311 Public Transportation Grant; and

NOW, THEREFORE, BE IT RESOLVED, by the City of Las Vegas, that the City of Las Vegas hereby authorizes the submittal of an application to the New Mexico Department of Transportation Transit and Rail Division for a Section 531 Public Rural Transportation Grant.

PASSED, APPROVED AND ADOPTED by the Governing Body, this _____ day of October, 2016.

Signed:

_____
Mayor Tonita Gurulé-Girón

ATTEST:

_____
Casandra Fresquez, City Clerk

APPROVED AS TO LEGAL SUFFICIENCY ONLY:

_____
H. Chico Gallegos, City Attorney

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 10/7/2016 **DEPT: City Clerk** **MEETING DATE: 10/19/2016**

ITEM/TOPIC: Conduct a Public Hearing for the Application for a Transfer of Ownership and Location for Inter-Local Dispenser License for on Premises Consumption Only and Patio Service.

ACTION REQUESTED OF COUNCIL: Conduct a public hearing and approval/disapproval of application requesting a Transfer of Ownership and Location for Inter-Local Dispenser License for on Premise Consumption only and Patio Service submitted by Charlie's Bakery & Café, Inc., Charlie's Bakery & Café, located at 715-717 Douglas Avenue, Las Vegas, New Mexico 87701, License No. 0103.

BACKGROUND/RATIONALE:

STAFF RECOMMENDATION:

COMMITTEE RECOMMENDATION:

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

SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

TONITA GURULE-GIRON
MAYOR

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

RICHARD TRUJILLO
CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

H.CHICO GALLEGOS
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

MEMORANDUM

Mayor Tonita Gurule-Giron

TO: Annette Velarde, Community Development Director

FROM: _____
Casandra Fresquez, City Clerk

DATE: September 9, 2016

RE: Application for a Transfer of Ownership and Location for Inter-Local Dispenser License for On Premises Consumption Only and Patio Service.

Enclosed is a copy of the application for an Application for a Transfer of Ownership and Location for Inter-Local Dispenser License for on Premise Consumption Only and Patio Service submitted by Charlie's Bakery & Café, Inc., DBA Charlie's Bakery & Cafe, 713-715-717 Douglas Avenue, Las Vegas, New Mexico, License No. 0103.

This information is being submitted to your office for review and to verify that the information contained in page 2 of the application is correct and in compliance with the distance requirements to the nearest church, school and military installation as mandated in the New Mexico State Statutes. Further, I would like to ensure that the area is zoned to allow such an establishment. Please submit to this office written confirmation as to whether or not the location proposed for use of the license meets those requirements.

By copy of this memorandum, I am also notifying Police Chief Juan Montano of this application for his input, if any.

The Las Vegas City Council will hold a public hearing regarding the above application on October 19th at 6:00 p.m. and will require the information prior to the meeting.

Should you have any questions, please do not hesitate to contact me. Thank you in advance for your assistance.

Enclosures:
xc: Maria Perea, CAD Technician
Richard Trujillo, City Manager
Chico Gallegos, City Attorney
Juan Montano, Chief of Police

David A. Ulibarri Jr.
Councilor, Ward 1

Vince Howell
Councilor, Ward 2

Barbara Casey
Councilor, Ward 3

David L. Romero
Councilor, Ward 4

New Mexico Regulation and Licensing Department
ALCOHOL AND GAMING DIVISION
P.O. Box 25101 ▪ Santa Fe, New Mexico 87504-5101
(505) 476-4875 ▪ Fax (505) 476-4595 ▪ www.rld.state.nm.us/alcoholandgaming

Susana Martinez
Governor

Robert "Mike" Unthank
Superintendent

David Jablonski
Deputy Superintendent

Claudia Armijo
Deputy General Counsel

Mary Kay Root
Director

September 2, 2016 **Certified Mail No.: 9171 9690 0935 0079 1755 83**

City of Las Vegas
Cassandra Fresquez, Clerk
1700 N. Grand Avenue
Las Vegas, NM 87701

Re: Lic. No. /Appl. No.: Inter-Local Dispenser License No. 0103
Name of Applicant: Charlie's Bakery & Café Inc.
Doing Business As: Charlie's Bakery & Café
Proposed Location: 713-715-717 Douglas Ave., Las Vegas, NM 87701

Greetings:

The Director of the Alcohol and Gaming Division has reviewed the referenced Application and granted **Preliminary Approval.** It is being forwarded to you for Local Option District approval or disapproval of the Liquor License Application.

While the law states that "within forty-five (45) days after receipt of a Notice from the Alcohol and Gaming Division, the governing body shall hold a Public Hearing in the question of whether the department should approve the proposed issuance or transfer", we recognize the potential for conflict between the requirement for publication of 30 day notice and the 45 day hearing requirement. Should the Local Governing Body be unable to meet one of these requirements, please send a Request for Waiver/Extension by email to the assigned AGD Hearing Officer listed on page 2.

Notice of the Public Hearing required by the Liquor Control Act **shall be given by the governing body by publishing a notice** of the date, time, and place of the hearing **twice during the 30 days prior to the hearing** in a newspaper of general circulation within the territorial limits of the governing body. **The first notice must be published at least thirty (30) days before the hearing. Both publications must occur before a hearing can be conducted.** The notice shall include:

(A) Name and address of the Applicant/Licensee;
(B) The action proposed to be taken by the Alcohol & Gaming Division;
(C) The location of the licensed premises.

In addition, if the Local Option District has a website, **the Notice shall also be published on the website.**

The governing body is required to send notice by certified mail to the Applicant of the date, time, and place of the Public Hearing. The governing body may designate a Hearing Officer to conduct the hearing. **A record shall be made** of the hearing.

THE APPLICANT IS SEEKING A TRANSFER OF OWNERSHIP AND LOCATION FOR INTER-LOCAL DISPENSER LICENSE NO. 0103, FOR ON PREMISES CONSUMPTION ONLY AND PATIO SERVICE.

Alcohol and Gaming Division
(505) 476-4875

Boards and Commissions Division
(505) 476-4600

Construction Industries Division
(505) 476-4700

Financial Institutions Division
(505) 476-4885

Manufactured Housing Division
(505) 476-4770

Securities Division
(505) 476-4580

Administrative Services Division
(505) 476-4800

Within thirty (30) days after the Public Hearing, the governing body shall notify the Alcohol and Gaming Division of their decision to approve or disapprove the issuance or transfer of the license by signing the enclosed original Page 1 of the Application. The original Page 1 of the Application must be returned together with the notices of publication. **If the Governing Body fails to either approve or disapprove the issuance or transfer of the license within thirty days after the Public Hearing, the Director may issue the license.**

If the Governing Body disapproves the issuance or transfer of the license, it shall notify the Alcohol and Gaming Division within thirty (30) days setting forth the reasons for the disapproval. A copy of the Minutes of the Public Hearing shall be submitted to the Alcohol and Gaming Division with the Notice of Disapproval (*Page 1 of the Application, noting disapproval*).

Respectfully,

Beverly Kennedy, Hearing Officer
NM Regulation & Licensing Dept. | Alcohol & Gaming Division
Phone: (505) 476-4548 Fax: (505) 476-4595
Email: beverly.kennedy@state.nm.us

Enclosures:

1. Original Page 1 of the Application (*must be signed and returned w/notices of publication*)
2. Copy of Page 2 of the Application
3. Copy of Zoning Statement

xc by email: Applicant

New Mexico Regulation and Licensing Department • Alcohol and Gaming Division
PO Box 25101 • Santa Fe, New Mexico 87505-5101 • (505) 476-4875 • Fax (505) 476-4595 • www.rld.state.nm.us/alcoholandgaming

RECEIVED
JUL 13 2016
ALCOHOL & GAMING DIVISION

PREMISES LOCATION, OWNERSHIP, AND DESCRIPTION

SS-60-6B-10

1. The land and building which is proposed to be the licensed premises is (check one):

Owned by Applicant _____ Leased by Applicant (attach copy of deed or lease) X Other (provide details) _____

2. If the land and building are not owned by Applicant, indicate the following:

A. Owner(s) Charlie & Elizabeth Sandoval

B. Date and term of lease March 2016 - March 2017

3. Premises location is zoned (example C-1) C-2

If the premises is zoned, attach zoning statement from local government giving location address and type of zone, stating whether alcoholic beverages are allowed at proposed location. If there is no zoning, attach confirmation from local government indicating there is no zoning.

4. Distance from nearest church *(Property line of church to licensed premises—shortest distance).

Miles/feet 900 ft Name of church First Presbyterian Church Address/location of church 1000 Douglas Ave Las Vegas NM 87701

5. Distance from nearest school *(Property line of school to licensed premises—shortest distance). Per DPS 269 feet from Highlands University

Miles/feet .5 miles Name of school West Las Vegas High Address/location of school West Las Vegas 1024 S. Pacific St Las Vegas NM 87701

6. Distance from military installation *(Property line of military installation to licensed premises-shortest distance.)

Miles/feet 128 Name of Military Installation, circle one: Kirtland Air Force Base (Albuquerque), White Sands Missile Range (Las Cruces), Holloman Air Force Base (Alamogordo), Cannon Air Force Base (Clovis).

7. Attach, on a separate sheet, the detailed floor plan for each level (floor) where alcoholic beverages will be sold or consumed. Show exterior walls, doors, and interior walls. This will be the licensed premises. The floor plan should be no larger than 8 ½ x 11 inches, and must include the total square footage of premises.

*If the distance is beyond 300 feet, but less than 400 feet, a registered engineer or licensed surveyor must complete a Survey Certificate showing the exact distance. * Waiver needed - informed @ hearing

8. Type of Operation:

Lounge _____ Restaurant X Package Grocery _____ Racetrack _____ Hotel _____ Other (specify) _____

Return this form to the Alcohol and Gaming Division, PO Box 25101, Santa Fe, New Mexico 87505-5101.

COPY

CITY OF LAS VEGAS

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

MAYOR TONITA GURULE-GIRON

July 11, 2016

RE: STATEMENT OF ZONING CERTIFICATION

To Whom It May Concern:

This statement certifies that the premises located at 713, 715 and 717 Douglas Avenue, Las Vegas, New Mexico 87701 are located within a C-2 (Central Business District).

As per the City's Zoning Code, § 450-125. C-2 Central Business District, this zone is intended to permit the development of unlimited commercial uses and services and to serve as a central trading area for the City. This zone does permit the establishment of Eating and drinking places, including bars, restaurants and cocktail lounges, as per § 450-125. B. Permitted uses in the C-2 District (3).

If further information is required, or you have any questions, please contact me at (505) 426-3279.

Sincerely,

Maria D Perea

Maria D. Perea
CADD Technician

xc: Richard R. Trujillo, City Manager
Annette Velarde, Interim CD Director
Casandra Fresquez, City Clerk

RECEIVED
JUL 13 2016
ALCOHOL & GAMING DIVISION

COPY

7/14/16 ENTERED 200 1857293

AGD USE ONLY: Payment| Application Fee $ 200- Received on: 7.14.2016 Receipt No. 1857293

Application Number: _____ Local Option District: _____

Beverly 7/19/16

TRANSFER OF DISPENSER-TYPE LIQUOR LICENSE APPLICATION

$200.00 Application Fee, non-refundable. Inter-Local / Dispenser

License No. 0103 Type of License: Dispenser - Type By The Drink

Check appropriate boxes:

Application is for: ☐ Transfer of Ownership ☒ Transfer of Ownership and Location ☐ Transfer of Location Only

Record Owner of Existing License: Phillip C. Warfield *

Current D/B/A Name: Douss Place AKA Warfield Ent. Inc *

Current Premises Address: 805 7th St Las Vegas NM 87701

Current LOD: _____ Is License moving out of Local Option District? ☐ Yes ☐ No

RECEIVED JUL 13 2016 ALCOHOL & GAMING DIVISION

APPLICANT IS: ☐ Individual ☐ Limited Liability Company ☒ Corporation ☐ Partnership (General/Limited)

NAME of Individual/Company: **ADDRESS (including city, state, zip)** pcwarfield@yahoo.com

Charlie's Bakery & Cafe Inc.

715 Douglas Ave Las Vegas NM 87701

D/B/A Name to be used: Charlie's Bakery & Cafe **Business Phone #:** 505 426 1921

Email Address (required): charlies bakery-cafe @ hot mail.com

Physical location where license is to be used: (Include Street # / Highway # / State Road, City, State, and Zip Code)

~~715~~ Douglas Ave, Las Vegas, NM, 87701

713, 715, 717 @ hearing **County of:** San Miguel

Mailing Address: 715 Douglas Ave Las Vegas NM 87701

Are alcoholic beverages currently being dispensed at the proposed location? ☒ Yes ☐ No If Yes, License # / Type: 31082 Restaurant

Agent/Contact Person: Isaac Sandoval **Phone#:** 505 563 0477 **Email:** giantskillet@gmail.com

I, (print name) Charlie Sandoval, as (title) owner

being first duly sworn upon oath deposes and says: that he/she is the applicant or is authorized by the applicant to make this application; that he/she has read the same; knows the contents therein contained are true. Applicant(s) agree(s) that if any statements or representations herein are found to be false, the Director may refuse to issue or renew the license or may cause the license to be revoked at any time.

Sign before a Notary Public:

Signature of Applicant: _____ Date: 7-7-16

OFFICIAL SEAL Bonnie Egger NOTARY PUBLIC STATE OF NEW MEXICO My Commission Expires: 4/29/20

NOTARY PUBLIC USE ONLY: (State of New Mexico, County of San Miguel)

SUBSCRIBED AND SWORN TO before me this 7th day of July, 2016

By: Charlie Sandoval Notary Public: Bonnie Egger

My Commission Expires: 4-29-20 SEAL

FOR LOCAL OPTION DISTRICT USE ONLY: Local Governing Body of: _____ City, County, Village

Public Hearing held on _____, 20_____. Check one: ☐ Approved ☐ Disapproved

Signature and Title of City/County Official: _____

FOR ALCOHOL AND GAMING DIVISION USE ONLY: ☐ Approved ☐ Disapproved

Signed by Director: _____ Date: _____

City Clerk's Office

NOTICE OF PUBLIC HEARING

Notice is hereby given that the City Council of the City of Las Vegas, New Mexico will conduct a public hearing on Wednesday October 19, 2016 at 6:00 p.m. in the City Chambers, 1700 N. Grand Avenue. The City Council will hear any and all protests and determine whether to approve or disapprove an application for Transfer of Ownership and Location for Inter-Local Dispenser License with on Premise Consumption Only and Patio Service submitted by Charlie's Bakery Inc., DBA Charlie's Bakery, 713-715-717 Douglas Avenue, Las Vegas New Mexico 87701. The hearing is open to the public. Protests and/or comments may be filed with the City Clerk, 1700 N. Grand Avenue, prior to the hearing.

_____

Casandra Fresquez, City Clerk

Publish: Las Vegas Daily Optic Wednesday September 14, 2016 and Wednesday September 28, 2016

SPECIAL CITY COUNCIL MEETING AGENDA REQUEST

DATE: 10/12/16 **DEPT: Finance** **MEETING DATE: 10/19/16**

ITEM/TOPIC: MainStreet de Las Vegas Approval/Disapproval of FY 2017 Contract

ACTION REQUESTED OF COUNCIL: Approval/Disapproval of FY 2017 Contract for MainStreet de Las Vegas.

BACKGROUND/RATIONALE: MainStreet de Las Vegas has agreed to follow the National MainStreet Organization's Four Point Approach for Design, Economic Positioning, Promotion and Professional Organization and agrees to do so for the benefit of the city/community of Las Vegas, New Mexico. A broad scope of work includes but is not limited to coordination and assistance with various funding on projects such as Railroad District, Farmers Market development, E Romero Museum, and collaboration with other Las Vegas non-profit groups for economic stimulus, beautification and quality of life projects. The scope also includes research and recommendations for Economic Development, vacant building and other ordinances.

STAFF RECOMMENDATION: Approve Contract for MainStreet de Las Vegas, FY 2017.

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.

Annette Velarde
SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

Tonita Gurule-Giron
TONITA GURULE-GIRON
MAYOR

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

RICHARD TRUJILLO
CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

H. CHICO GALLEGOS
CITY ATTORNEY
(ALL CONTRACTS MUST BE REVIEWED)

Revised 4/20/16/green

CONTRACT BETWEEN THE CITY OF LAS VEGAS, NEW MEXICO
AND
MAINSTREET DE LAS VEGAS

This contract entered into this _____ day of _____, 2016, and effective _____ ___, 2016 thru June 30, 2017, between the City of Las Vegas, New Mexico, a municipal corporation, hereinafter called the "City" and MainStreet de Las Vegas, a non-profit corporation, hereinafter called the "Contractor."

WHEREAS, the Contractor is a non-profit corporation, whose purpose is to stimulate economic development by protecting and enhancing Las Vegas' historically and culturally significant downtown districts. Three districts exist on the National and Local Registers of Historic Places they are the Railroad District, New Town/Douglas Avenue District and Old Town/Plaza District.

WHEREAS, the City commits financial support through June 30, 2017, prorated on a quarterly or project completion basis in an amount during contract period not to exceed Thirty Thousand and 00/100 Dollars (30,000.00) and in-kind services not to exceed Five Thousand and 00/100 Dollars ($5,000.00) in the form of office space and utilities, and use of Train Depot conference room subject to availability to be paid to the Contractor under the terms and conditions of this Contract.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

The City will pay on invoices presented under this Contract where work (described under Addendum A, Scope of Work attached hereto) has been completed and services have been provided to the City according to the schedule indicated in said Addendum. To be paid for any invoice, the Contractor must be current in reporting requirements. The requirements are as follows:

A. SCOPE OF WORK

See Addendum A, Scope of Work attached hereto.

B. EXECUTION OF SCOPE OF WORK

Contractor shall implement the Scope of Work and as detailed in Addendum A.

C. DELIVERABLES

Contractor shall submit a deliverable implementation report and financial report on a quarterly or project completion basis for review and approval by the Community Development Director with a copy to the City Manager's office prior to the City making payment to the Contractor. The report must include, but is not limited to, all activities conducted by the Contractor as outlined in the Scope of Work, and all revenues and expenditures, to include any revenues from sources other than the City.

D. FINANCIAL REVIEW

Contractor shall provide a complete financial review to the City on a quarterly basis.

E. PAYMENT

Payment to the Contractor shall be prorated from the date of contract through the end of the contract and may be made on a quarterly or project basis based upon the scheduled completion date of project, submittal of invoices and support documentation and the receipt of a deliverable implementation report and financial report.

Invoices shall include (i) Contractor name and address, (ii) description of the work performed or services acquired, (iii) the amount of payment requested, and (iv) a certification by an authorized officer of the Contractor as to the statements set forth in the invoice, (v) any other detailed reporting as indicated in Addendum A attached and made part of this document. The Contractor shall submit reports and original invoices to the Community Development Department with a copy to the City Manager's office.

F. INSURANCE

Contractor will furnish the City's Finance Director with a Certificate of Insurance prior to disbursement of any funds. The insurance shall cover any and all activities engaged in and sponsored by Contractor and shall name the City as an additional insured.

G. HOLD HARMLESS

Contractor shall hold harmless, indemnify and defend the City and its "public employees" as defined in the New Mexico Tort Claims Act, Sections 41-4-1 to 41-4-29, NMSA 1978, as amended, against and from any and all claims losses, demands, judgments, damages, liabilities, lawsuits, expenses, attorney fees, and/or actions of any kind and nature, whether from death, bodily injury or damage to property resulting from, or related to, the Contractor's negligence or intentional acts, errors or omissions in the Contractor's performance under this Contract. The Contractor's agreement to hold harmless, indemnify and defend shall not be affected nor terminated by the cancellation or expiration of the term or any renewal or any other modification of this Contract for any reason, and shall survive the cancellation or expiration of the term or any renewal or any other modification of the Contract for negligence acts, errors or omissions to act occurring during the term of this Contract.

H. DISCLOSURE TO THE CITY

Any additional means of funding to include contracts and/or sub-contracts held by the Contractor with other funding entities shall be disclosed to the City prior to the execution of this contract. In addition, at such times and in such form as the City Council may require, Contractor shall furnish to the City, such statements, records, reports, data and information as the City may request pertaining to matters covered by this Agreement, and the Provider will permit the City to audit, examine and make excerpts of

transcripts from such records, and make audit of all data relating to all matters covered by this agreement subject to the limitations set out above.

I. NO FINANCIAL INTEREST

No officer or employee of the City or of the Contractor who exercises any function of responsibility in connection with the planning and implementation of any of the provisions of this Contract shall have any direct personal financial interest in this Contract, and the Contractor shall take appropriate steps to assure compliance. Both parties acknowledge that Cindy Collins is the Executive Director for MainStreet de Las Vegas and is a paid employee.

J. PREJUDICE

No person, on account of race, color, religion, national origin or because of non-membership in the Contractor's organization shall be excluded from participating in, or denied benefits of any activity made possible through and resulting from this Contract.

K. POLITICAL ACTIVITY

None of the funds, materials, property or services rendered directly or indirectly under this Contract shall be used for any political activity, or to further the election or defeat of any candidate for state, federal or local office.

L. ASSIGNMENT

Contractor shall not assign any interest in this Contract, excluding payments for services by the Contractor, as provided for above and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto. Provided, however, that claims for money due, or to become due, to the Contractor from the City under this Contract may be assigned to a bank, trust company or other financial institution without such approval.

M. SUBJECT TO LAWS

Contractor shall comply at its own cost with all applicable laws, ordinances and codes of the federal, state and local governments.

N. NO FURTHER LIABILITY

The City shall not be obligated or liable under this Contract to any party other than the Contractor for payment of any monies, to include payroll taxes or for provision of any goods or services unless such liabilities are specifically agreed to in this Contract.

O. JURISDICTION

It is mutually agreed by and between the parties hereto that this Contract shall be performed in Las Vegas, San Miguel County, New Mexico, and further that any legal action or causes of action in connection, herewith, will be within the jurisdiction of the appropriate court in San Miguel County, New Mexico, for all purposes.

P. TERMINATION

The City may, with or without cause, terminate this Contract at any time upon thirty (30) days written notice of termination given to the Contractor. In such event, all finished or unfinished documents, data studies, photographs, reports and the rights to any property prepared or procured by the Contractor under this Contract shall, at the option of the City, become equitable compensation for any work satisfactorily completed through the termination date. Similarly, the Contractor may, with or without causes, terminate this Contract upon a thirty (30) day written notice, and the City shall reimburse the Contractor for any and all expenses incurred that have not been reimbursed prior to the time of notification provided those expenses otherwise proper hereunder.

Q. ENTIRE AGREEMENT

This Contract constitutes the entire Contract between the parties hereto; any prior Contract, whether written or oral, or assertion or statement, or understanding or other commitment antecedent to the Contract shall not have any force or effect whatsoever, unless the same is mutually agreed to by the parties hereto and reduced to writing. No changes or amendments to this Contract shall be effective except those on written approval by both parties.

R. AMENDMENT

This Contract will not be altered, changed or amended except by a written document signed by the parties to this Contract.

S. AUTHORITY TO BIND THE CITY

Contractor shall not have the authority to enter into any Contract/Agreement binding upon the City or to create any obligation on the part of the City, except such as shall be specifically authorized by the City's governing body or by the City Manager acting upon authority granted by the City's governing body.

T. NOTICES

Any notices required to be given under this Contract shall be deemed sufficient, if given in writing, by mail, to the principal office of the City or to the principal office of the Contractor.

U. BRIBERY AND KICKBACKS

As required by Section 13-1-191, NMSA 1978, as amended, it should be noted that it is a third degree felony under New Mexico Law to commit the offense of bribery of a public officer or public employee Section 30-24-1, NMSA 1978, as amended; it is a third degree felony to commit the offense of demanding or receiving a bribe by a public officer or public employee, Section 30-24-2, NMSA 1978, as amended; it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks, Section 30-41-1, NMSA 1978, as amended; it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks, Section 30-41-2, NMSA 1978, as amended.

V. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Las Vegas in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

W. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary under this Agreement.

X. TERM

The term of this Contract will be _____, **2016 thru June 30, 2017**. *Should the Contractor wish to renew this Contract, the Contractor must provide written notice to the City at least ninety (90) days prior to the anniversary date.*

Y. APPEAL

The City Manager shall have the final say as to the meaning of this contract, including, but not limited to, whether the deliverables were met or the duties were fulfilled. Contractor and its members or agents understand that they may appeal the decision of the City Manager to the Governing Body.

SIGNED:

Richard Trujillo, City Manager	MainStreet de Las Vegas

REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY:

H. Chico Gallegos, City Attorney

ATTEST:

Casandra Fresquez, City Clerk

Addendum A
Scope of Work

MainStreet de Las Vegas shall provide to the City of Las Vegas the following:

Contractor shall continue to facilitate economic positioning, to include coordination and identification of funding sources for catalytic projects, such as the Railroad District "Great Blocks on MainStreet" project, E. Romero Hose & Fire Building re-use as a fire truck and acequia museum, collaboration with the Las Vegas Arts Council on the re-use of the U7 building as a community art space, and assistance to the Castaneda Hotel owner to identify sources of funds for renovation.

Contractor shall provide to the City on a regular basis the status of the re-submission of the application to NMFA to update the City's Downtown Action Plan/MRA which includes a Way Finding/Signage plan.

Contractor shall educate and work with existing and potential building owners to assist with State Tax Credit applications for the renovation and re-use of buildings. Contract will provide name, contact information and status of any applications in process or approved. A minimum of one (1) application shall be submitted for tax credits with Name, contact information and status to be reported to the City.

Contractor shall coordinate meetings with the New Mexico MainStreet consultant to review MRA/TIF financing.

Contractor shall manage and implement façade/streetscape improvement projects that will include providing support and assistance for Façade Squad improvements to the exterior of vacant buildings, completing the shade structure at the rear of the Bridge Street Breezeway, improving Carnegie Library exterior gutters and wood trim, implementing the Center Block Garden, researching funding opportunities for the Lion Park fountain gazebo covering, and assisting with fundraising efforts to purchase street furniture (trash receptacles, benches and trees) with the input and approval of the City of Las Vegas.

Contractor shall work collaboratively with the City of Las Vegas and the City's Design Review Board and shall make recommendations on "CH Overlay" expansion within the MainStreet Corridor. Contractor shall research and recommend changes to the Cultural Historic Preservation ordinance to address uniformity of paint colors and building signage. Recommendations shall be submitted to the City no later than November 30, 2016.

Contractor shall research and recommend changes to the Vacant Building ordinance by November 30, 2016.

Contractor shall maintain an updated website that includes the mission and goals of the organization, as well as past and current projects.

Contractor will attend a Social Media Workshop provided to the Contractor at no charge by the City of Las Vegas and its Design Firm, Cisneros Design. Workshop shall be scheduled within forty-five days of the effective date of this agreement.

Contractor will assist the City in promoting the City brand, "Old Trails, New Adventures" and also assist the City with support by participating in the current City Marketing Campaign "So Damn Authentic we Can Prove It." The purpose of which is to jointly focus efforts and promote business as one reason to visit Las Vegas and support overall drive of tourism to Las Vegas, New Mexico.

Contractor shall educate its associates on the benefits of using of using the "Damn Authentic" and branding campaign and "Proof" thus multiplying the exposure of the City of Las Vegas marketing campaign as a means of promoting individual and collective businesses. Contractor will work with the Community Development Department of the City of Las Vegas to familiarize itself with the benefits and offerings and shall abide by all artistic and usage guidelines provided by the City of Las Vegas.

Contractor shall continue to promote businesses and events through social media to be updated weekly with project updates, community events/announcements, downtown business promotion, etc. Contractor shall continue to coordinate event planning and marketing efforts through #damnauthentic and continue as a "Brand Champion" for *Old Trails, New Adventures*.

Contractor shall employ a student intern to assist with website maintenance and updates, project coordination and volunteer recruitment to promote Las Vegas as a "college town."

Contractor shall bring the New Mexico MainStreet Conference to Las Vegas, NM for three (3) days in October showcasing downtown Las Vegas and catalytic businesses which have opened. Contractor shall report to the City the number of attendees, number of hotel rooms occupied and all other economic impacts the conference brings to the City of Las Vegas.

Contractor shall respond to funding opportunities that support the Contract Scope and shall support MainStreet Capital Outlay lobbying efforts.

Contractor agrees that the City shall appoint and be afforded an Ex-Officio position seated as a non-voting member of the MainStreet de Las Vegas board.

Contractor shall provide the City with any and all performance documents provided for and by New Mexico MainStreet and/or performance under the National MainStreet program.

CITY COUNCIL MEETING AGENDA REQUEST

DATE: Oct. 14, 16 **DEPT:** Police **MEETING DATE:** Oct. 19, 16

ITEM/TOPIC: 2nd Extension of Contractual Agreement for Inmate Confinement with the Las Vegas Police Department and San Miguel County Detention Center.

ACTION REQUESTED OF COUNCIL: **Approval/Disapproval** for 2nd Extension of Contractual Agreement for Inmate Confinement with the Las Vegas Police Department and San Miguel County Detention Center.

BACKGROUND/RATIONALE: The purpose of this agreement is for the confinement for prisoners and/or inmates arrested by the City.

The contract was entered into agreement on October 21, 2015 upon approval by City Council and by the San Miguel County Commission and shall be for a term of one (1) year.

STAFF RECOMMENDATION: none

COMMITTEE RECOMMENDATION: No 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.

Authority 201

Juan F. Montaño
Chief of Police

REVIEWED AND APPROVED BY:

Tonita Gurule-Giron

TONITA GURULE-GIRON
MAYOR

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

RICHARD TRUJILLO
CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

H. CHICO GALLEGOS
CITY ATTORNEY
(ALL CONTRACTS MUST BE REVIEWED)

Extension of Agreement for Confinement of Prisoners (2nd Extension)

This extension of Agreement for Confinement of Prisoners is entered into as of the ____ day of _____2016, by and between the Board of County Commissioners of San Miguel County, New Mexico, and the City of Las Vegas, New Mexico.

Witnesseth, that for and in consideration of the covenants and agreements hereby exchanged and adopted by them, the parties hereto expressly agree that the underlying Agreement for confinement of Prisoners, dated as of October 13, 2015 is extended by them for an additional term of one (1) year, beginning as of the day and year first above written; which includes the cost of detaining an inmate at ninety dollars ($90.00) per day for each inmate. All other terms and conditions of the underlying Agreement shall remain in full force and effect during the one year term which is the subject of this Extension.

In Witness Whereof, the parties hereto have entered into this Agreement as of the day and year first written above.

City of Las Vegas

_____
City Manager, Richard Trujillo

ATTEST

_____
Casandra Fresquez, City Clerk

_____
H. Chico Gallegos, City Attorney

Detention Center
Patrick W. Snedeker, Warden

Gilbert J.B. Sena
Chairman-District 4

Rock G. Ulibarri
Vice-Chairman-District 1

Marcellino A. Ortiz
Commissioner -District 2

Arthur J. Padilla
Commissioner-District 3

Nicholas T. Leger
Commissioner-District 5

Les W. J. Montoya
County Manager

August 26, 2016

Mr. Richard Trujillo, City Manager
City of Las Vegas
P.O. Box 160
1700 North Grand Avenue
Las Vegas NM 87701

Dear Mr. Trujillo:

I should like to initiate the process with the City of Las Vegas, New Mexico, to enter into the 2nd Extension contractual agreement between San Miguel County, New Mexico, for the confinement of prisoners of the City of Las Vegas, at the San Miguel County Detention Center.

The cost of detaining an inmate shall be at a rate of ninety dollars ($90.00) per day, per prisoner housed in the San Miguel County Detention Center.

I submit to you for consideration, the 2nd Extension Agreement, as prepared by the San Miguel County Detention Center.

Kindly review as necessary, and should no changes be required, take the Agreement, before the Las Vegas City Council.

I intend to take this Agreement before the San Miguel County Commission, at the scheduled October 11th, 2016 meeting.

If I may be of further assistance to you, please do not hesitate to contact me.

Sincerely,

Patrick W. Snedeker

Patrick W. Snedeker, Warden/Jail Administrator
San Miguel County Detention Center

PWS/tbr

Attachment(s) – 2nd Extension Agreement
1st Extension Agreement
Inmate Confinement Agreement

26 NM 283 Las Vegas, N.M. 87701 (505)454-7403 phone (505)-454-7409 fax smcwarden@smcounty.net

XC: Les W. J. Montoya, San Miguel County Manager
Melinda Gonzales, San Miguel County Finance Division Supervisor
Marc A. Grano, San Miguel County Attorney (via San Miguel County Manager's Office)
Juan Montano, Chief of Police – City of Las Vegas Police Department
City of Las Vegas – Contract Book –File
File

Extension of Agreement for Confinement of Prisoners (2nd Extension)

This Extension of Agreement for Confinement of Prisoners is entered into as of the 13th day of October 2016, by and between the Board of County Commissioners of San Miguel County, New Mexico, and the City of Las Vegas, New Mexico.

Witnesseth, that for and in consideration of the covenants and agreements hereby exchanged and adopted by them, the parties hereto expressly agree that the underlying Agreement for Confinement of Prisoners, dated as of October 13th, 2015, is extended by them for an additional term of one (1) year, beginning as of the day and year first above written; which includes the cost of detaining an inmate at ninety dollars ($90.00) per day for each inmate. All other terms and conditions of the underlying Agreement shall remain in full force and effect during the one year term which is the subject of this Extension.

In Witness Whereof, the parties hereto have entered into this Agreement as of the day and year first written above.

In Witness Whereof, the Agreement has been entered into this **13th** day of **October 2016,** by the **BOARD OF COUNTY COMMISSIONERS OF SAN MIGUEL COUNTY, NEW MEXICO.**

Gilbert J. B. Sena, Chairman – District 4

Rock G. Ulibarri, Vice Chair, Commissioner –District 1

Marcellino A Ortiz, Commissioner District 2

Arthur J. Padilla, Commissioner –District 3

Nicholas T. Leger, Commissioner District 5

Les W. J. Montoya, San Miguel County Manager

ATTEST:

Geraldine E. Gutierrez, San Miguel County Clerk

Marc A. Grano, San Miguel County Attorney

- **San Miguel County – City of Las Vegas – 2nd Extension Agreement**

Detention Center
Patrick W. Snedeker, Warden

Arthur J. Padilla
Chairman-District 3

Gilbert J.B. Sena
Vice-Chairman-District 4

Rock G. Ulibarri
Commissioner-District 1

Marcellino A. Ortiz
Commissioner-District 2

Nicholas T. Leger
Commissioner-District 5

Les W. J. Montoya
County Manager

October 30, 2015

Mr. Elmer Martinez, Interim City Manager
City of Las Vegas
P.O. Box 160
1700 North Grand Avenue
Las Vegas NM 87701

Dear Mr. Martinez:

Attached is the fully executed Agreement/Contract for Inmate Confinement, by and between the County of San Miguel and the City of Las Vegas.

If I may be of further assistance to you, please do not hesitate to contact me.

Sincerely,

Patrick W. Snedeker, Warden
San Miguel County Detention Center

PWS/tbr

Attachment - Contract Agreement

xc Les W. J. Montoya, San Miguel County Manager
Melinda Gonzales, San Miguel County Finance Division Supervisor
SMCDC Contract Booklet – City of Las Vegas
File

26 NM 283 Las Vegas, N.M. 87701 (505)454-7403 phone (505)-454-7409 fax smcwarden@smcounty.net

Detention Center
Patrick W. Snedeker, Warden

Arthur J. Padilla
Chairman-District 3

Gilbert J.B. Sena
Vice-Chairman-District 4

Rock G. Ulibarri
Commissioner-District 1

Marcellino A. Ortiz
Commissioner-District 2

Nicholas T. Leger
Commissioner-District 5

Les W. J. Montoya
County Manager

April 30, 2015

Mr. Elmer Martinez, City Manager
City of Las Vegas
P.O. Box 160
1700 North Grand Avenue
Las Vegas NM 87701

Dear Mr. Martinez:

I should like to initiate the process with the City of Las Vegas, New Mexico, to enter into the 1st Extension contractual aggreement between San Miguel County, New Mexico, for the confinement of prisoners of the City of Las Vegas, at the San Miguel County Detention Center.

The cost of detaining an inmate shall be at a rate of eighty dollars ($80.00) per day, per prisoner housed in the San Miguel County Detention Center.

I submit to you for consideration, an Agreement, as prepared by the San Miguel County Detention Center.

Kindly review as necessary, and should no changes be required, take the Agreement, before the Las Vegas City Council.

I intend to take this Agreement before the San Miguel County Commission, at the scheduled June 9, 2015 meeting.

If I may be of further assistance to you, please do not hesitate to contact me.

Sincerely,

Patrick W. Snedeker

Patrick W. Snedeker, Warden/Jail Administrator
San Miguel County Detention Center

PWS/tbr

Attachment(s) - Agreement

26 NM 283 Las Vegas, N.M. 87701 (505)454-7403 phone (505)-454-7409 fax smcwarden@smcounty.net

Inmate Confinement Agreement

XC: Les W. J. Montoya, San Miguel County Manager
Melinda Gonzales, San Miguel County Finance Division Supervisor
Jesus Lopez, San Miguel County Attorney
Juan Montano, Chief of Police – City of Las Vegas Police Department
City of Las Vegas – Contract Book –File
File

AGREEMENT

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

RECITALS

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

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

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

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

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

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

   TRANSPORTATION OF JUVENILES: This Agreement does NOT require SMCDC to confine persons under the age of 18 years. The arresting entity maintains responsibility to transport any juvenile prisoners/inmates to an appropriate detention facility.
6. CONFINEMENT: SMCDC shall provide confinement, safe-keeping, and maintenance for each prisoner accepted by the facility. City prisoners/inmates shall be classified and confined in the facility in accordance with the SMCDC classification criteria as promulgated by the SMCDC. SMCDC shall provide City prisoners/inmates with a reasonable, clean, safe and wholesome facility, which shall be kept in good order and repair. City prisoners/inmates confined at the SMCDC shall receive good and sufficient food, as well as lighting and heating of the same quality and quantity as is provided to other prisoners, during their confinement at the SMCDC.
7. BOOKING, FINGERPRINTING, PHOTOGRAPHING, AND STATE TRACKING NUMBER (STN): Fingerprinting of City prisoners/inmates will be the responsibility of the City, at their location. SMCDC has a dedicated intake/booking area at the facility; including detention officer personnel, intake booking equipment, property safeguarding, equipment, and a camera for photographing each inmate/prisoner. City shall be responsible for all State Tracking Number Processes. SMCDC shall be responsible for signing for and receiving all personal propertybelonging to the prisoner/inmate at the time of confinement. The prisoners/inmates must be booked by the City Police Officer and all personal belongings must be inventoried and must be turned over to SMCDC along with the prisoner/inmate.
8. APPLICABLE RULES AND REGULATIONS: When using the Facility for the confinement of prisoners, the City, its Officers, Employees, and Agents, and its prisoners/inmates shall at all times be governed by the Rules and Regulations and Policies adopted by SMCDC relating to confinement and care of prisoners at the SMCDC. All policies and procedures shall be in accordance with the American Correctional Association Standards for Adult Local Detention Facilities, as well as with all applicable state and federal statutes.
9. RECORDS: The SMCDC shall keep and maintain accurate and current records, (i.e. booking, and photographs) relating to the confinement of all prisoners, including the initial date of acceptance at the SMCDC, the confining agency, the detaining source of the prisoner, and the number of days at the facility, and whether such prisoner has been sentenced.
10. HEALTH SCREENING REQUIREMENTS: Intake medical screening for inmates commences upon the inmates arrival at the facility.The officer observation form is reviewed by the arresting

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

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

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

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

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

13. NOTICES: All notices required under this contract shall be sent Certified Mail, Return Receipt requested to:
City of Las Vegas
City Manager
1700 N. Grand Avenue
Las Vegas, New Mexico 87701
(505)454-1401

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

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

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

15. METHOD OF PAYMENT: SMCDC shall bill the City via the Municipal Court Offices for City prisoners/inmates on a monthly basis together with such documentation as City may reasonably require.City shall pay the SMCDC invoice on a monthly basis in conformance with the budgetary and fiscal guidelines of the City. City shall remit payment to SMCDC within forty five (45) days of receipt of invoice.Invoices not paid within forty five (45) days shall accrue interest until paid at a rate equal to the maximum rate permissible by law, or 1% per month, whichever is less.
16. CONTRACTOR STATUS: Neither SMCDC nor its employees are considered to be employees of the City for any purpose whatsoever. SMCDC is "an independent contractor" at all times in the performance of the Services described in THIS Agreement. SMCDC further agrees that neither it nor its employees are entitled to any benefits from the City under the provisions the Worker's Compensation Act of the State of New Mexico, or to any of the benefits granted to employees of the City under the provisions of the Merit System Ordinance as now enacted or hereafter amended.
17. PERSONNEL: SMCDC represents that it has, or will secure at its own expense, all personnel required to perform the Services under this Agreement. All of the Services required hereunder will be performed by SMCDC or under its supervision and all personnel engaged in the work shall be qualified and shall be authorized or permitted under state and local law to perform such Services.

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

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

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

City of Las Vegas

City Manager, Elmer J. Martinez

Casandra Fresquez,
City Clerk

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

In Witness Whereof, the Agreement has been entered into this 13th day of **October 2015,** by the **BOARD OF COUNTY COMMISSIONERS OF SAN MIGUEL COUNTY, NEW MEXICO.**

Arthur J. Padilla, Chairman – District 3

Rock G. Ulibarri, Commissioner –District 1

Marcellino A Ortiz, Commissioner District 2

Gilbert J.B. Sena, Commissioner –District 4

Nicholas T. Leger, Commissioner District 5

Les W. J. Montoya, San Miguel County Manager

COUNTY OF SAN MIGUEL)
STATE OF NEW MEXICO) ss

SAN MIGUEL COUNTY
PAGES: 9

I Hereby Certify That This Instrument Was Filed for Record On The 29TH Day Of October, 2015 at 02:54:26 PI
And Was Duly Recorded as Instrument #201503649
Of The Records Of San Miguel

Witness My Hand And Seal Of Office
Geraldine E. Gutierrez
Deputy _____ County Clerk, San Miguel, NM

ATTEST:

Geraldine E. Gutierrez, San Miguel County Clerk

San Miguel County Attorney

- **San Miguel County – City of Las Vegas – 1st Extension Agreement**

Detention Center
Patrick W. Snedeker, Warden

Nicolas T. Leger
Chairman-District 5

Ron R. Ortega
Vice Chairman-District 1

Marcellino A. Ortiz
Commissioner-District 2

Arthur J. Padilla
Commissioner-District 3

Gilbert J.B. Sena
Commissioner-District 4

Les W. J. Montoya
County Manager

June 19, 2014

Mr. Elmer Martinez, Interim City Manager
City of Las Vegas
P.O. Box 160
1700 North Grand Avenue
Las Vegas NM 87701

Dear Mr. Martinez:

Attached is the fully executed Agreement/Contract for Inmate Confinement, by and between the County of San Miguel and the City of Las Vegas.

If I may be of further assistance to you, please do not hesitate to contact me.

Sincerely,

Patrick W. Snedeker, Warden
San Miguel County Detention Center

PWS/tbr

Attachment - Contract Agreement

xc Les W. J. Montoya, San Miguel County Manager
Melinda Gonzales, San Miguel County Finance Division Supervisor
Jesus Lopez, San Miguel County Attorney
SMCDC Contract Booklet – City of Las Vegas
File

26 NM 283 Las Vegas, N.M. 87701 (505)454-7403 phone (505)-454-7409 fax smcwarden@smcounty.net

Detention Center
Patrick W. Snedeker, Warden

Nicolas T. Leger
Chairman-District 5

Ron R. Ortega
Vice Chairman-District 1

Marcellino A. Ortiz
Commissioner-District 2

Arthur J. Padilla
Commissioner-District 3

David R. Salazar
Commissioner-District 4

Les W. J. Montoya
County Manager

May 2, 2014

Mr. Tim Dodge, City Manager
City of Las Vegas
P.O. Box 160
1700 North Grand Avenue
Las Vegas NM 87701

Dear Mr. Dodge:

I should like to initiate the process with the City of Las Vegas, New Mexico, to enter into a contract between San Miguel County, New Mexico, for the confinement of prisoners of the City of Las Vegas, at the San Miguel County Detention Center.

The cost of detaining an inmate shall be at a rate of eighty dollars ($80.00) per day, per prisoner housed in the San Miguel County Detention Center.

I submit to you for consideration, an Agreement, as prepared by the San Miguel County Detention Center.

Kindly review as necessary, and should no changes be required, take the Agreement, before the Las Vegas City Council.

I intend to take this Agreement before the San Miguel County Commission, at the scheduled June 10, 2014 meeting.

If I may be of further assistance to you; please do not hesitate to contact me.

Sincerely,

Patrick W. Snedeker

Patrick W. Snedeker, Warden/Jail Administrator
San Miguel County Detention Center

PWS/tbr

Attachment(s) – Agreement
Inmate Confinement Agreement

XC: Les W. J. Montoya, San Miguel County Manager

26 NM 283 Las Vegas, N.M. 87701 (505)454-7403 phone (505)-454-7409 fax smcwarden@smcounty.net

Melinda Gonzales, San Miguel County Finance Division Supervisor
Jesus Lopez, San Miguel County Attorney
Christian Montano, Chief of Police – City of Las Vegas Police Department
City of Las Vegas – Contract Book –File
File

Agreement / Contract
No. 1961-09
City of Las Vegas
Date

AGREEMENT

THIS AGREEMENT is made and entered into this 10th day of June 2014, by and between the City of Las Vegas Police Department. A law enforcement agency within the City of Las Vegas, New Mexico, a municipal corporation (hereinafter referred to as the "City"), and San Miguel County Detention Center, a detention facility within San Miguel County (hereinafter referred to as the "SMCDC").

RECITALS

WHEREAS, the City of Las Vegas Police Department, a law enforcement department within the City of Las Vegas, is in need of professional services which require the housing of adult prisoners and/or inmates within SMCDC, and the City of Las Vegas desires to house prisoners and/or inmates in SMCDC (hereinafter sometimes referred to as the "Facility") and:

WHEREAS, San Miguel County is the owner of SMCDC, and the City of Las Vegas desires to house its adult prisoners and/or inmates in SMCDC:

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

1. AUTHORITY AND PURPOSE: this agreement is entered into pursuant to Section 33-3-18. NMSA 1978 is authorizing the parties to make contractual arrangements for the confinement of prisoners and/or inmates arrested by the City. This Agreement wholly replaces and supersedes all prior contracts/agreements between the parties for these services.
2. EFFECTIVE DATE AND TERM: This contract shall become effective upon approved by City, by and through its City Council and by SMCDC, by and through its County Commission and shall be for a term of one (1) year, with the option to renew annually for up to four (4) additional years.
3. TERMINATION:
   A. This Agreement may be terminated at any time by either party upon thirty (30) days written notice. The SMCDC shall be paid for all services provided through the date of termination.
   B. In the event that a court of competent jurisdiction enters any order which affects the SMCDC ability to perform its obligations under this Agreement. The SMCDC shall have the right to terminate this Agreement upon the entry of such order but must provide written notice to the City of the same within one (1) business day of receipt of said order.
4. SCOPE OF SERVICES: SMCDC shall perform the following services (hereinafter referred to as the "Services") in a satisfactory and proper manner, as determined by the City:
5. TRANSPORTATION: Once the adult prisoner/inmate is confined at SMCDC, it will be the responsibility of SMCDC to transport City prisoners/inmates to all required courts hearings, medical requirements, including transportation of protective custody/mental health hold

detainees to New Mexico Behavioral Health Institute, and/or all other needed transportation; until such prisoners is either released or transported to another facility.

TRANSPORTATION OF JUVENILES: The responsibility will be that of arresting entity the transport of all juvenile prisoners/inmates.

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

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

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

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

11. MEDICAL CARE OF INMATES WHILE CONFINED AT THE FACILITY: If a city prisoner/inmate is in need of medical care, he or she will be provided access to any in-house services provided by the Facility, SMCDC shall provide routine and ordinary medical care within SMCDC. Medical care not deemed by SMCDC to be within the parameter of routine and ordinary care provided by SMCDC, including routine pharmacy prescription care, shall be the financial responsibility of the prisoner/inmate.

If a City prisoner/inmate is in need of medical services that cannot be provided at the Facility (lab tests, x-rays, diagnostic procedures, or specific consultations), the medical staff shall confer with the Detention Center Health Authority to determine the medical situation and will initiate other Medical Management Services, if needed. If a City prisoner/inmate is determined to be in need of emergency care or hospital admission the prisoner will be taken to Alta Vista Regional Hospital in Las Vegas, New Mexico, SMCDC shall provide such transport. All City prisoners/inmates confined to the SMCDC will be provided with the facility medical services as stated within this section of the Agreement.

12. ENTIRE CONTRACT: This Agreement and the Exhibits attached hereto constitute the entire contract between the parties, and this contract shall not be modified, amended or rescinded in whole or in part, except by written amendment signed by both parties hereto.
13. NOTICES: All notices required under this contract shall be sent Certified Mail, Return Reciept requested to:
    City of Las Vegas
    City Manager
    1700 N. Grand Avenue
    Las Vegas, New Mexico 87701
    (505)454-1401

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

14. COMPENSATION, METHOD OF PAYMENT AND PROCESSING FEE: For performing the Services specified herein, the City agrees to pay SMCDC the rate of eighty dollars (80.00) per day, per

prisoner/inmate for each day, or portion thereof, in which the prisoner/inmate is confined by SMCDC. This amount includes any applicable gross receipts taxes, and which amount shall constitute full and complete compensation for the SMCDC Services Under this Agreement, including all expenditures made and expenses incurred by SMCDC in performing such Services, unless stated above.

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

15. METHOD OF PAYMENT: SMCDC shall bill the City via the Municipal Court Offices for Municipal prisoners/inmates only on a monthly basis together with such documentation as City may reasonable require. This rate includes any applicable gross receipts taxes. Payments shall be made to the SMCDC on a monthly basis upon receipt by the City of properly documented requisitions for payment as determined by the budgetary and fiscal guidelines of the City and on the condition that the SMCDC has accomplished the Services to the satisfaction of the City. City shall forward payment to SMCDC within thirty (30) days of billing. Charges not paid within thirty (30) days shall accrue interest until paid at a rate equal to the maximum rate permissible by law, or 1% per month, whichever is lower.
16. APPROPRIATIONS: Notwithstanding any other provisions in this Agreement, the terms of this Agreement are contingent upon the City Council of the City of Las Vegas making the appropriations necessary for the authorizations are not made by the City Council. This Agreement may be terminated at the end of the City's then current fiscal year upon written notice given by the City to SMCDC. Such event shall not constitute an event of default. All payment obligations of the City and all of its interest in this Agreement will cease upon the date of termination. The City's decision as to whether sufficient appropriations are available shall be accepted by SMCDC and shall be final.
17. Neither the SMCDC nor its employees are considered to be employees of the City for any purpose whatsoever. The SMCDC is considered "an independent contractor" at all times in the performance of the Services described in Section 1. SMCDC further agrees that neither it nor its employees are entitled to any benefits from the City under the provisions the Worker's Compensation Act of the State of New Mexico, or to any of the benefits granted to employees of the City under the provisions of the Merit System Ordinance as now enacted or hereafter amended.
18. PERSONNEL: SMCDC represents that it has, or will secure at its own expense, all personnel required in performing all of the Services requires under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.

All of the Services required hereunder will be performed by SMCDC or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such Services.

19. INSURANCE: SMCDC shall carry and maintain in full force and effect during the Term of this Agreement any extension thereof at SMCDC's sole expense public liability insurance covering bodily injury, disease, illness or death and property damage liability. SMCDC shall maintain in force a policy or policies providing the following:
    a. Comprehensive general liability coverage not less than $1,050.00 limit per occurrence, including coverage for property, damage, bodily injury and wrongful death and will increase according to industry standards.
    b. Fire, lightening and extended coverage, or "all risk" coverage. City shall be named as an Additional Insured on each such policy of insurance. SMCDC shall carry and maintain in full force and effect during the Term of this Agreement and any renewal thereof, at SMCDC's sole cost and expense, fire and extended coverage insurance upon all real property, alterations and improvements in an amount equal to the replacement value of such real property, alterations, additions and improvements. SMCDC within ten (10) days after cancellation or expiration of any required coverage is to notify City in writing. City may deem Agreement to be in Default if SMCDC fails to comply with provisions in Paragraph 20 (a) and 20 (b).
20. INDEMNIFICATION HOLD HARMLESS: SMCDC shall defend, indemnify and Hold Harmless the City and its "public employees" as defined in the New Mexico Tort Claims Act, Sections 41-4-1 to 41-4-29. NMSA 1978, as amended from all actions, proceeding, claims, demands, costs, damages, attorney's fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act by SMCDC, its officers, employees, servants, or agents, or if caused by the actions of any client of SMCDC resulting in injury or damage to persons or property during the time when SMCDC or any officer, agent, employee, servant under this Agreement brought against SMCDC. SMCDC shall, as soon as practical but no later than two (2) days after received notice thereof, notify the legal counsel of the City in writing by certified mail.
21. DISCRIMATION PROHIBITED: In performing the Services required hereunder, SMCDC shall not discriminate against any person on the basis of race, color, religion, gender, sexual preference, sexual preference, sexual orientation., national origin or ancestry, age, physical handicap, or disability as defined in the Americans with Disabilities Act of 1990, as now enacted or hereafter amended.
22. ADA COMPLIANCE: In performing the Services required hereunder, SMCDC agrees to meet all requirements of the Americans with Disabilities Act of 1990, and all applicable rules and regulations (the "ADA") which is imposed directly on SMCDC or which would be imposed on the City as a public entity. SMCDC agrees to be responsible, for knowing all applicable requirements of the ADA and to defend, indemnify and hold harmless the City, its officials, agents, and employees from and against any and all claims, actions, suits, or proceedings of any kind brought against sais parties as a result of any acts or omissions of SMCDC or its agents in violation of the ADA.
23. ESTABLISHMENT AND MAINTENANCE OF RECORDS: Records shall be maintained by SMCDC in accordance with applicable law and requirements.

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

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

City of Las Vegas

City Manager, Timothy P. Dodge

ATTEST:

Casandra Fresquez
City Clerk

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

HCP Systems, LLC
the Health Care Partners
hcpcareteam.com
Toll Free: 855-427-2956 • Toll Free Fax: 855-427-8228

Field Observational Tool for Level of Intoxication For Use by Law Enforcement and Detention Officers

NAUSEA AND VOMITING **Do you feel sick to your stomach? Have you vomited?** 0 No nausea and no vomiting 1 Mild nausea with no vomiting 2 Intermittent nausea with dry heaves 3 Constant nausea, frequent dry heaves and vomiting	**PAIN** **Do you have any pain or headache? Have the patient rate their pain on a scale of 0-10** 0 0 / No Pain 1 1-3 / Mild Pain (where) 2 4-7 / Moderate Pain (where) 3 8-10 / Severe Pain (where) Location:_____
TREMORS (shaking) **Extend arms, fingers spread apart look for tremors** 0 No tremors 1 Feeling shaky but no obvious tremors 2 Moderate, with patient's arms extended 3 Severe, tremors even with arms not extended	**AUDITORY DISTURBANCES** **Are you hearing voices? (people that aren't there)** 0 No 2 Yes
SWEATING (observed) 0 No signs of sweating 1 Palms moist 2 Sweat obvious on forehead 3 Drenching sweats	**VISUAL DISTURBANCES (hallucinations)** **Are you seeing things that are not present?** 0 No 2 Yes
ANXIETY (observed) **Do you feel nervous?** 0 The patient denies anxiety 1 Mildly anxious 2 Moderately anxious or guarded 3 Acute panic state	**AMBULATION** **Can you walk or do you need assistance?** 0 Walks on their own 1 Needs some assistance 2 Needs to be carried 3 **UNCONSCIOUS/UNRESPONSIVE (Transport to HOSPITAL immediately)**
AGITATION 0 Cooperative 1 A little bit of agitation 2 Moderate amount of agitation 2 Pacing, constantly moving around 3 Combative	**ORIENTATION** **What's the date? Where are you? Knows name?** 0 Knows person, place and date 1 Is orientated to person, place but not time 2 Doesn't know what day it is or the date 3 Doesn't know place and/or person

Is the patient a danger to themselves or others?
Threatening suicide /homicide (needs psychiatric evaluation)? ☐ No ☐ Yes

Total Score:_____ **Date:** _____ **Time:** _____ **Completed By:** _____

Note: SCORE > 11 THE PATIENT WILL NEED A HOSPITAL CLEARANCE
(Highest Possible Score = 30)

Hospital Medical Clearance/Discharge Records Attached: Date _____ **Time** _____

Date: _____ **Time:** _____ **Peace Officer's Signature:** _____

Date: _____ **Time:** _____ **Booking Officer:** _____

Date_____ **Time:** _____ **Medical Officer's Signature:** _____

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Bridgers, D. Acute Alcohol Withdrawal: Guidelines for evaluation and treatment. Intmedweb.wfubmc.edu/grand_rounds/2001/alcohol

In Witness Whereof, the Agreement has been entered into this **10th** day of **June 2014,** by the **BOARD OF COUNTY COMMISSIONERS OF SAN MIGUEL COUNTY, NEW MEXICO.**

Nicholas T. Leger, Chairman – District 5

Ron R. Ortega, Vice-Chairman –District 1

Marcellino A Ortiz, Commissioner District 2

Arthur J. Padilla, Commissioner –District 3

Gilbert J.B. Sena, Commissioner –District 4

Les W. J. Montoya, San Miguel County Manager

ATTEST:

Melanie Y. Rivera, San Miguel County Clerk

Jesus Lopez, San Miguel County Attorney

- **San Miguel County – City of Las Vegas Renewal Agreement**

COUNTY OF SAN MIGUEL)
STATE OF NEW MEXICO) ss

SAN MIGUEL COUNTY
PAGES: 11

I Hereby Certify That This Instrument Was Filed for Record On The 20TH Day Of June, 2014 at 02:14:59 PM And Was Duly Recorded as Instrument #201401930 Of The Records Of San Miguel

Witness My Hand And Seal Of Office
Melanie Y. Rivera
Deputy M. Sena County Clerk, San Miguel, NM