



City of Las Vegas

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

Mayor Louie A. Trujillo

**CITY OF LAS VEGAS
REGULAR CITY COUNCIL AGENDA
August 12, 2020–Wednesday– 5:30 p.m.
City Council Chambers
1700 N. Grand Avenue**

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

- I. **CALL TO ORDER**
- II. **ROLL CALL**
- III. **PLEDGE OF ALLEGIANCE**
- IV. **MOMENT OF SILENCE**
- V. **APPROVAL OF AGENDA**
- VI. **MAYOR’S APPOINTMENTS/REPORTS**
- VII. **COUNCILORS’ REPORTS**
- VIII. **MAYOR’S RECOGNITIONS/PROCLAMATIONS**
 - **Proclamation for Women’s Suffrage Centennial Year**
- IX. **APPROVAL OF MINUTES (July 8th, July 15th and July 30th, 2020)**
- X. **PUBLIC INPUT (comments limited to topics on current agenda, not to exceed 3 minutes per person and individuals must sign up at least 15 minutes prior to meeting)** Public Input forwarded to the City Clerk will be read into the record.
- XI. **PRESENTATIONS (Not to exceed 10-15 minutes per person)**
 - Presentation by Lea Knutson with Hermits Peak Watershed Alliance providing project update.
- XII. **BUSINESS ITEMS**

David Ulibarri
Councilor Ward 1

Michael L. Montoya
Councilor Ward 2

Vacant
Councilor Ward 3

David G. Romero
Councilor¹ Ward 4

1. Conduct a public hearing and approval/disapproval to adopt Ordinance 20-06 to amend the Code of the City of Las Vegas Labor Management Relations Ordinance by deleting and repealing Chapter 48, Sections 1 through 22.

Scott Aaron, City Attorney Due to recent state legislation and actions taken by the Governor of New Mexico, the state labor relations board, and the parties affected by labor relations board decisions, are consolidating the function and reach of the state labor relations board in lieu of having such disputes handled by the local labor relations boards. To comply with recent state legislation and the actions taken by our Governor, the City of Las Vegas should delete and repeal its Labor Management Relations Ordinance in favor of having all such labor disputes handled in a uniform fashion by the state labor relations board.

2. Approval/Disapproval to publish Ordinance No. 20-07 to amend the Code of the City of Las Vegas, Chapter 148 Section 5, Subsection I, entitled "Fees".

Scott Aaron, City Attorney Vacant buildings throughout the City are being neglected and are not being maintained according to the City Ordinances. This creates a negative impact on the community and can result in increased expenditures. In order to maintain the public health, safety and welfare of the community and to maintain an accurate registration of all vacant commercial buildings, the City will be enforcing the vacant building maintenance license ordinance and updating fees to reflect the fees of other municipalities in New Mexico.

3. Approval/Disapproval of Mainstreet Annual Contract.

Bill Hendrickson, 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.

4. Approval/Disapproval of Resolution No. 20-48 and Municipal Arterial Program (MAP) grant offer agreement administered by the New Mexico Department of Transportation (NMDOT).

Daniel Gurule, Public Works Manager As part of the MAP agreement submittal criteria for the NMDOT, it is required that a resolution of support from our Local Governing Body accompany the grant agreement for the plan, design, construction, reconstruction, pavement rehabilitation, drainage improvements, and construction management and miscellaneous construction on Mountain View Drive.

5. Approval/Disapproval of Resolution No. 20-49, request for a Match waiver regarding NMDOT grant agreement L400525.

Daniel Gurule, Public Works Manager The City of Las Vegas has a limited tax base which limits the funding for meeting the proportional matching share, and a fund exists appropriated by New Mexico State Legislature for Public entities in need of “Hardship” match money and the City of Las Vegas requests participation in this Match Waiver Program.

6. Approval/Disapproval of Resolution No. 20-50 to declare the Keep Las Vegas Beautiful program as a Keep America Beautiful affiliate.

Maria Gilvarry, Utilities Director This resolution will declare the local Keep Las Vegas Beautiful program an affiliate of the national Keep America Beautiful program, which allows for cleanup and beautification of our City.

7. Approval/Disapproval of Resolution 20-52 donating liquefied natural gas station equipment to EMW gas association.

Maria Gilvarry, Utilities Director The resolution will allow the City of Las Vegas to donate the liquefied natural gas station equipment to EMW gas association, a non-profit organization.

8. Approval/Disapproval to award request for proposals #2020-14 to sole proposer Glorieta Geoscience, Inc.

Maria Gilvarry, Utilities Director The City of Las Vegas requires assistance with hydrology service to include water rights accounting and purchasing, water resource planning and management etc. This RFP will allow the City to hire a consultant to provide these water specific services.

9. Approval/Disapproval to award request for proposals #2020-13 to sole proposer Domenici Law Firm, P.C.

Maria Gilvarry, Utilities Director The City of Las Vegas requires representation and services regarding water rights from a water specific legal firm. This RFP will allow the City to hire a firm to provide these water specific legal services.

XIII. EXECUTIVE SESSION

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

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

XIV. ADJOURN

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

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

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

**MINUTES OF THE CITY OF LAS VEGAS CITY COUNCIL WORK SESSION MEETING
HELD ON WEDNESDAY, JULY 8, 2020 AT 5:30 P.M. IN THE CITY COUNCIL
CHAMBERS**

MAYOR: Louie A. Trujillo

COUNCILORS: David G. Romero
Joseph P. Baca
Michael L. Montoya
David A. Ulibarri, Jr.

ALSO PRESENT: William Taylor, City Manager
Casandra Fresquez, City Clerk
Scott Aaron, City Attorney
David T. Bibb III, Chief of Police

CALL TO ORDER

The meeting was called to order by Mayor Trujillo at 5:30 PM.

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Councilor Baca asked for a moment of silence to always make the best decisions for the benefit of the community and citizens.

APPROVAL OF AGENDA

Mayor Trujillo requested to make a motion to remove item 1 under Mayor's appointments/reports and for that to be placed on next week's meeting. City Clerk Casandra Fresquez advised another recommendation to remove item 7 under discussion items, due to the item already being addressed.

Councilor Romero asked if City Attorney Scott Aaron could explain the reason for removing discussion item 7.

City Attorney Scott Aaron advised discussion item 7 was removed from the agenda because it was no longer an option for the City.

Councilor Romero made a motion to approve the agenda with the removal of both items that were previously stated. Councilor Ulibarri, Jr., seconded the motion. Mayor Trujillo asked for a roll call. Roll Call Vote was taken and reflected the following:

Joseph P. Baca	Yes	David A. Ulibarri, Jr.	Yes
Michael L. Montoya	Yes	David G. Romero	Yes

City Clerk Casandra Fresquez advised that the motion carried.

Discussion took place regarding the story that was written in the Las Vegas Daily Optic regarding the firing and appointment of the Police Chief.

MAYOR'S RECOGNITIONS/PROCLAMATIONS

Mayor and Council recognized Police Chief David Bibb III for his service with the City of Las Vegas Police Department.

Councilor Romero thanked Police Chief Bibb for all he's done.

City Manager William Taylor introduced two new employees, Code Enforcement Supervisor Steve Gilvarry and Community Liaison Loretta Abreu Martin.

APPROVAL OF MINUTES

Councilor Romero made a motion to approve the minutes for the June 10 and June 17, 2020 meetings. Councilor Montoya seconded the motion. Mayor Trujillo asked for a roll call. Roll Call Vote was taken and reflected the following:

David A. Ulibarri, Jr.	Yes	Michael L. Montoya	Yes
Joseph P. Baca	Yes	David G. Romero	Yes

City Clerk Casandra Fresquez advised that the motion carried.

PUBLIC INPUT

City Clerk Fresquez advised she did not receive any public input for the meeting.

PRESENTATIONS

Community Development Director Bill Hendrickson and Liza Miller from Architectural Research Consultants gave a final update regarding the Comprehensive Master Plan for the City of Las Vegas.

Discussion and questions took place regarding what the main concern was from the community, the types of businesses the community would want in Las Vegas, and trusting the current City government.

Parks and Recreation Director Stephen Aragon gave an update regarding the reduced hours of operations and possibly further reducing the hours. Parks and Recreation Director Aragon advised the new set-up at the recreation center to comply with COVID-19 guidelines.

Discussion took place regarding Governor Lujan Grisham's fourteen day evaluation and the possibility of her closing certain things down again if the number of cases don't decrease, in which there has been an increase in cases and also the possibility of solar lighting at the recreation center to help with costs.

DISCUSSION ITEMS

1. Resolution No. 20-36 A resolution to extend City Contracts until a budget is finalized.

City Manager William Taylor advised since DFA extended the due date for the budget, there are contracts that need funding..

Discussion took place regarding what contracts needed to be extended, such as Samaritan House and MainStreet, which would be done on a month to month basis.

City Manager Taylor advised the resolution reads, "at the discretion of the City Manager" so he would decide what contracts would be extended.

Councilor Romero asked City Attorney Scott Aaron to look into language stated in contracts that wouldn't allow for an automatic renewal of a prorated contract.

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

2. Biennial Memorandum of Understanding (MOU) and Resolution 20-32 supporting a Public-Private Economic Development Project with New Mexico MainStreet and MainStreet de Las Vegas.

Community Development Director Bill Hendrickson advised in order to keep MainStreet going they must move forward with the MOU and resolution and then submit it for approval.

Councilor Romero asked about the contract in place with MainStreet.

Community Development Director Hendrickson advised the contract with MainStreet is only local, whereas the MOU and resolution focus on the local MainStreet and State MainStreet but the MOU will provide funding to the local organization.

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

3. Resolution 20-38 A Resolution to support the application by Las Vegas Business First Alliance for a federal economic development grant for Fiscal year 2021.

Community Development Director Bill Hendrickson advised Lodgers Tax and LV First are working on a grant through the EDA Federal Economic Development Administration as part of the CARES act for promotions and tourism.

Community Development Director Hendrickson advised its an 80/20 split if approved and requires that the City be the fiscal agent of federal monies.

Discussion took place regarding the guidelines for the EDA CARES act and how monies from the past would tie into covid related funding.

Councilor Romero asked for this item to be placed as a separate business item.

4. Award RFP 2020-11 portable flame ionization survey for the gas division to Heath Consultants.

Utilities Director Maria Gilvarry and Gas Superintendent Jude Herrera advised there were two respondents and were evaluated by a group from the gas division as well as project management.

Utilities Director Gilvarry advised Heath was ranked higher between the two, which was based on their qualifications and experience and advised Heath has been under contract with them for decades.

Gas Superintendent Herrera advised having to do a leak survey throughout the distribution and transmission line annually and have had a lot of success with Heath in the past. Gas Superintendent Herrera advised when he first started they would find quite a few underground leaks and now they are finding fewer leaks.

Utilities Director Gilvarry advised the annual inspections are state required and is budgeted every year.

Discussion took place regarding the percentage of gas lossage per year, and it being higher this year due to a private contractor hitting a transmission line and how much money was spent last year.

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

5. Award RFP 2020-12 for on call services for maintenance and emergency repairs to the City's natural gas transmission lines to DUB-L-EE Construction.

Utilities Director Maria Gilvarry advised DUB-L-EE was the only bidder, and advised when the transmission was hit they showed up to perform the repairs. Utilities Director Gilvarry advised having them under contract would allow them to make repairs rapidly.

Mayor Trujillo asked if they were local.

Gas Superintendent Herrera advised they are out of Albuquerque.

Utilities Director Gilvarry advised they were evaluated by a group from the gas division as well as project management and was based on their experience, qualifications and capability.

Discussion took place regarding if City staff was qualified to repair leaks and having welders for distribution leaks but not transmission leaks.

Councilor Montoya asked how many times DUB-L-EE was used last year.

Gas Superintendent Herrera advised roughly two times.

Discussion took place regarding the replacement of PVC lines with polyethene and steel.

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

6. Resolution No. 20-33 Annual open meetings resolution.

City Clerk Casandra Fresquez advised the reason for bringing the open meetings resolution back was the Mayor and the majority of the council wished to make changes to the meetings. City Clerk Fresquez advised currently there is a work session and a regular meeting and council wanted to see two regular meetings.

City Clerk Fresquez went over what was crossed out on the previous open meetings resolution and what was added to the current resolution.

A lengthy discussion took place regarding City staff having more time to prepare items for council meetings, what week would be best for council meetings and at what time.

Councilor Montoya asked if all the boards and committees were meeting at their scheduled times based on the resolution.

City Manager Taylor advised that most are meeting at their scheduled time but some are not up and running.

City Clerk Fresquez advised that the boards and committees are listed on the resolution to avoid having to pay for advertisement each time they meet.

City Clerk Fresquez suggested they could remove the boards and committees from the resolution if council wished to.

Councilor Romero asked for this item to be placed as a separate business item.

City Attorney Scott Aaron suggested to look at the calendar to see when holidays are and then choose what weeks to have the meetings.

Councilor Romero asked for City Clerk Fresquez opinion on what weeks she thought would work best.

City Clerk Fresquez advised the second and fourth week.

EXECUTIVE SESSION

Councilor Romero made a motion to convene into executive session for the purpose of discussing personnel matters, as permitted by Section 10-15-1 (H) (2) of the New Mexico Open Meetings Act, NMSA 1978. Councilor Montoya seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

Joseph P. Baca	No	Michael L. Montoya	Yes
David G. Romero	Yes	David A. Ulibarri, Jr.	Yes

City Clerk Casandra Fresquez advised that the motion carried.

Councilor Baca left at 7:15 pm and did not stay for executive session.

Councilor Romero made a motion to exit executive session for the purpose of discussing 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, and advised only those matters were discussed. Councilor Montoya seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

David A. Ulibarri, Jr.	Yes	David G. Romero	Yes
Michael L. Montoya	Yes	Joseph P. Baca	Absent

City Clerk Casandra Fresquez advised that the motion carried.

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

David G. Romero	Yes	Michael L. Montoya	Yes
Joseph P. Baca	Absent	David A. Ulibarri, Jr.	Yes

City Clerk Casandra Fresquez advised that the motion carried.

ADJOURN

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

David G. Romero	Yes	David A. Ulibarri, Jr.	Yes
Michael L. Montoya	Yes	Joseph P. Baca	Absent

City Clerk Casandra Fresquez advised that the motion carried.

Mayor Louie A. Trujillo

ATTEST:

Casandra Fresquez, City Clerk

MINUTES OF THE CITY OF LAS VEGAS REGULAR CITY COUNCIL MEETING HELD ON WEDNESDAY, JULY 15, 2020 AT 6:00 P.M. IN THE CITY OF LAS VEGAS CITY COUNCIL CHAMBERS

MAYOR: Louie A. Trujillo

COUNCILORS: Joseph Baca (*left meeting at 7:55 p.m.*)
Michael Montoya
David Ulibarri, Jr.
David Romero

ALSO PRESENT: Bill Taylor, City Manager
Casandra Fresquez, City Clerk
Scott Aaron, City Attorney
David Bibb, III, Sergeant at Arms

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Councilor Romero asked to remember those community members who had recently passed and prayed for guidance in making good decisions that were in the best interest of the community.

APPROVAL OF AGENDA

Councilor Romero made a recommendation to move Executive Session before the Mayor's Appointments/Reports.

City Clerk Fresquez stated she also had a recommendation to remove Business Item #10, Presentation by Leah Knutson (unable to attend) and Business Item #6 Resolution 20-38 (further discussion needed by Lodgers Tax Board).

Councilor Romero requested that when Business Item #6 is brought back to Council for their consideration that the proposed grant be included in the back up information.

Councilor Romero made the motion to approve the agenda with the said recommendations. Councilor Montoya seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

Joseph Baca	Yes	David Romero	Yes
Michael Montoya	Yes	David Ulibarri, Jr.	Yes

City Clerk Fresquez advised the motion carried.

EXECUTIVE SESSION

Councilor Romero made a motion to go into Executive Session to discuss personnel matters permitted by Section 10-15-1 (H)(2) of the New Mexico Open Meetings Act, NMSA 1978. Councilor Ulibarri, Jr. seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

Michael Montoya	Yes	Joseph Baca	Yes
David Romero	Yes	David Ulibarri, Jr.	Yes

City Clerk Fresquez advised the motion carried.

Councilor Romero made a motion to exit the Executive Session and stated that only personnel matters were discussed and no action was taken. Councilor Ulibarri, Jr. seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

Michael Montoya	Yes	David Romero	Yes
Joseph Baca	Yes	David Ulibarri, Jr.	Yes

City Clerk Fresquez advised the motion carried.

Councilor Romero made a motion to return to Regular Session. Councilor Ulibarri, Jr. seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

Michael Montoya	Yes	David Romero	Yes
Joseph Baca	Yes	David Ulibarri, Jr.	Yes

City Clerk Fresquez advised the motion carried.

MAYOR’S APPOINTMENTS/REPORTS

1. Approval to appoint Adrian Crespin as Police Chief for the City of Las Vegas and enter into a Professional Contract.

Mayor Louie A. Trujillo advised as per City of Las Vegas Municipal Charter, Article V, Officers, Directors and Employees, Section 5.06. City Manager, A. The Mayor shall appoint the Chief of Police, subject to Council approval. The Governing Body shall enter into a contract with the chief of police, which shall establish, among other matters, compensation, benefits, duties and responsibilities.

Mayor Trujillo read a statement as follows: *“As part of tonight’s City Council Agenda entitled Section VI. Mayor’s Appointment/Reports contains matters that I as the Mayor of the City, bring to the general public by way of the City Council the public was given notice through publication of tonight’s agenda, that I would be appointing Adrian Crespin as Police Chief of Las Vegas. Based on the statements made in the local media by current and former members of the body and by the general public, there is much confusion regarding the lawful procedure for appointing and approving Adrian Crespin as Police Chief of Las Vegas. This is not the first time that such confusion has existed regarding the roles of the Mayor and the City Council as they relate to appointed city Officials, in the interest of transparency and adhering to legal requirements in the City Charter my report to the City Council includes bringing Attorney Danelle Smith who has served for 30 years in various roles in the community, including City Attorney, District Attorney Office, private practice and recently Board of Regents at New Mexico Highlands. Just to name a few, Ms. Smith has legal experience in a similar matter regarding the appointing City officials and she is uniquely positioned to address the Council and the general public regarding this matter, it is my hope that Ms. Smith’s briefing can dispel any confusion and conflict so that the City Council can move forward in serving our community by appointing the Police Chief”.*

Attorney Danelle Smith spoke regarding this matter via telephone conference, briefly giving her background as City Attorney. She advised that on the subject of removing the Chief of Police, her opinion of this particular matter stood the same since the City Charter was adopted. Relating to the appointments of the four officers by the Mayor and confirmation by Council, felt there was no need for removal of the Chief of Police with the approval by Council. She advised that those positions were through contract and would expire right at the period of the

end of election/run-off election and personally thought that these contracts should run through the end of the Mayor's current term instead of a yearly contract. She felt that removal was not necessary, due to those positions expiring.

Councilor Romero asked Ms. Smith if it was a personal or a paid opinion that they were receiving from her.

Ms. Smith advised that this was her opinion of years of experience as City Attorney and she was not being paid by the City or had a contract with the City.

Councilor Romero stated he had concerns on annotations in the New Mexico State Statute, Section 3-11-5 regarding the Mayor's appointments taking place at the Organizational Meeting.

Ms. Smith advised that the City of Las Vegas was a Home Rule municipality, state statute did not apply and that the Home Rule City Charter prevailed.

Further discussion took place regarding the appointment of Police Chief and the retirement of current Police Chief.

Councilor Romero stated that he understood appointments were made by the Mayor and felt that Council was not forcing him to keep the current Police Chief although his main concern was the process, that his question was whether it was retirement resignation or removal should come before appointment.

Ms. Smith advised that she had much respect for Chief Bibb and his family, what she had already stated publicly was her opinion as past City Attorney.

Councilor Baca spoke of concerns regarding any Official appointing relatives, long-time friends or associates to top positions. He stated that in his opinion and what history had shown, that a true leader does not surround himself/herself with people who would always agree with that person although would need to give objective information. He asked the Mayor to clarify the relationship between him and Adrian Crespin due to some people in the community thinking they were friends.

Mayor Trujillo stated, "*Adrian has never been my friend, we have never hung out, occasionally maybe, yes but he's never been a personal friend of mine.*"

Councilor Baca stated, *"Okay I will take you for your word Mayor"*.

Councilor Montoya congratulated Ms. Smith, on her appointment to NMHU Board of Regents, thanked her for her work on the 2004 Charter revision as Legal Advisor. He advised that Chief Bibb submitted a letter of retirement and his contract had expired and the main concern was protecting the City from lawsuits and thanked Ms. Smith for her confirmation and expertise.

Councilor Romero made a motion to table the Mayor's appointment of Adrian Crespin to the next meeting of Mayor's desire and within that meeting to also include the acceptance of Chief Bibb's retirement letter. Councilor Baca seconded the motion.

Discussion and questions took place regarding tabling the Mayor's appointment.

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

Michael Montoya	No	Joseph Baca	Yes
David Romero	Yes	David Ulibarri, Jr.	No

City Clerk Fresquez advised that there was a tie.

Mayor Trujillo voted "No" and broke the tie.

City Clerk Fresquez advised that the motion did not carry.

Councilor Montoya asked Legal Counsel, if it would be proper for the record to make a motion to approve Mr. Crespins appointment at this time.

City Attorney Aaron stated "If the Council so chooses, a motion could be made".

Councilor Montoya made a motion to appoint Adrian Crespin as Police Chief for the City of Las Vegas and enter into a Professional Contract. Councilor Ulibarri, Jr. seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

Councilor Romero stated that this had nothing to do with Mr. Crespin personally, it was the process he was against and was approving the appointment.

David Ulibarri, Jr.	Yes	Joseph Baca	No
David Romero	Yes	Michael Montoya	Yes

City Clerk Fresquez advised that the motion carried.

Newly appointed Police Chief Adrian Crespín thanked God, his family and everyone for their support in his appointment and entrusting him to work for the betterment of the City of Las Vegas and the Police Department and hoped everyone could work together in the vision of having a better and safer community.

Councilor Baca took the opportunity to advise Mr. Crespín that his vote was not against him or his family personally and he was only against the Mayor's process of non transparency.

COUNCILORS' REPORTS

Councilor Montoya thanked Councilor Ulibarri, Jr. for the success regarding the cleanup in Ward 1 and City staff for their support, he encouraged businesses to get involved and Ward 4 Cleanup would soon be taking place. He informed the Salvation Army on Grand Avenue would be distributing food at the end of July.

Councilor Ulibarri, Jr. thanked everyone for helping with the Ward 1 Cleanup which turned out to be very successful and encouraged City staff to participate.

Councilor Romero thanked Dr. Taylor for addressing issues in a timely manner and asked if the issue of speed bumps at Creston Circle could be looked into. He asked the Mayor for an update on the Police Advisory Committee.

Mayor Trujillo advised that would be coming in about a week and Council would be asked for names to be submitted.

MAYOR'S RECOGNITIONS/PROCLAMATIONS

None at this time.

PUBLIC INPUT

Beth Rings spoke of concerns and had questions regarding Business Item #9.

Mayor Trujillo advised Ms. Rings that he would have City Manager contact her to address her concerns.

Brief discussion took place regarding point of order and rules of public input.

Mayor Trujillo stepped out and Mayor Pro Tem Romero temporarily took the seat.

CITY MANAGER'S REPORT

City Manager Taylor reported on current projects taking place as follows:

- | | |
|---|---|
| 1. Special Mtg. (Budget Approval)
July 30, 2020 | 4. Recreation Department only open 8 hrs. A day |
| 2. City Retreat Form (Potential Dates) | 5. City of Las Vegas issuing temporary permits
to local businesses |
| 3. Recreation Center (Temporarily closed Monday,
7.13.20 from 9:00 a.m.-12:00 p.m due to a patron
testing positive for COVID-19-Precaution taken) | 6. \$20,000 Contract to Chamber of Commerce
to be presented at Special Mtg. July 30, 2020
(Taking over the Visitor's Center location) |

FINANCE REPORT

Deputy Finance Director Dominic Chavez presented the Finance Report for the month ending June 30, 2020 (100% of year lapsed) reporting the General Fund revenue at 107% (\$12,158,411) and expenditures were at 82% (\$10,626,322). He reported the Enterprise Funds revenue at 97% (\$16,480,305) and expenditures at 80% (\$16,666,769). Recreation Department revenues came in at 83% (\$525,360) and expenditures at 88% (\$636,614).

Mr. Chavez reported the Lodgers Tax Finance Report for the month ending June 30, 2020 advising revenue at 89% (\$366,446) and expenditures at 53% (\$295,580) and informed that there were no concerns regarding the Finance Report to report to the Governing Body.

Councilor Romero felt it was important to continue to receive the Check Report as they had been.

City Manager Taylor advised that they would begin to provide the Check Report again and informed the Governing Body they would submit a name to them at the upcoming budget for Finance Director.

CONSENT AGENDA

1. Approval of Resolution No. 20-36 A resolution to extend City Contracts until a budget is finalized.

Resolution 20-36 was presented as follows:

**City of Las Vegas, New Mexico
Resolution No. 20-36**

**A RESOLUTION TO EXTEND CITY CONTRACTS UNTIL
A BUDGET IS FINALIZED**

WHEREAS, the City of Las Vegas is a party to multiple contracts which end on June 30, 2020; and

WHEREAS, due to current financial uncertainties and the deadline for the City's budget being Delayed until July 31, 2020, many of said contracts cannot be renewed until a new budget is finalized; and

WHEREAS, it is in the best interests of the City for the Governing Body to grant the City Manager the authority to extend the contracts that are essential or beneficial to the City; and

WHEREAS, the City Manager would make the decision regarding contract extension on an individual basis after reviewing each contract.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Las Vegas, that the recitals are incorporated herein by reference and the Governing Body hereby gives the City Manager the authority to extend any contracts to which the City is a party which the City Manager deems essential or beneficial to the City.

APPROVED AND ADOPTED this ____ day of July, 2020.

Mayor Louie A. Trujillo

ATTEST:

Reviewed and approved as to legal sufficiency only:

Casandra Fresquez, City Clerk

Scott Aaron, City Attorney

2. Approval of Biennial Memorandum of Understanding (MOU) and Resolution 20-32 supporting a Public-Private Economic Development Project with new Mexico MainStreet and MainStreet de Las Vegas.

3. Approval to award RFP 2020-11 portable flame ionization survey for the gas division to Heath Consultants.

4. Approval to award RFP 2020-12 for on call services for maintenance and emergency repairs to the City's natural gas transmission lines to DUB-L-EE Construction.

City Clerk Fresquez asked Mayor Trujillo if Councilor Baca would be returning to the meeting.

Mayor Trujillo stated that he left.

Councilor Ulibarri, Jr. made a motion to approve the Consent Agenda (Items 1-4). Councilor Montoya seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

David Romero	Yes	Michael Montoya	Yes
David Ulibarri, Jr.	Yes		

City Clerk Fresquez advised that the motion carried.

BUSINESS ITEMS

1. Conduct a public hearing and approval/disapproval to adopt Ordinance 20-04 to amend the code of the City of Las Vegas, Chapter 66, Personnel Rules, Section 52, entitled Vacation Leave.

Councilor Montoya made a motion to enter into Public Hearing. Councilor Ulibarri, Jr. seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

David Romero	Yes	Michael Montoya	Yes
David Ulibarri, Jr.	Yes		

City Clerk Fresquez advised that the motion carried.

City Attorney Scott Aaron asked anyone who wished to speak on this matter, to stand and be sworn in. Donna Castro was sworn in.

Human Resource Director Donna Castro asked the Council to review and consider changes to the City’s vacation policy so that the policy reflected current practice, the Ordinance had met the publication requirements and advised they were in the process of working on the sick leave donation program to donate vacation time to the sick leave bank.

Brief discussion took place in regard to the publication of the Ordinance.

Councilor Romero made a motion to close Public Hearing. Councilor Ulibarri, Jr. seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

Michael Montoya	Yes	David Romero	Yes
David Ulibarri, Jr.	Yes		

City Clerk Fresquez advised that the motion carried.

Councilor Romero made a motion to approve to adopt Ordinance 20-04 to amend the Code of the City of Las Vegas, Chapter 66, Personnel Rules, Section 52, entitled Vacation Leave. Councilor Ulibarri, Jr. seconded the motion.

Ordinance 20-04 was presented as follows: *Due to the length of the document, a complete copy may be obtained from the City of Las Vegas, City Clerk’s Office.*

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

Michael Montoya	Yes	David Ulibarri, Jr.	Yes
David Romero	Yes		

City Clerk Fresquez advised that the motion carried.

2. Conduct a public Hearing and Approval/Disapproval to adopt Ordinance 20-03 amending the current Fire Code.

Councilor Montoya made a motion to go into Public Hearing. Councilor Ulibarri, Jr. seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

David Ulibarri, Jr.	Yes	Michael Montoya	Yes
David Romero	Yes		

City Clerk Fresquez advised that the motion carried.

City Attorney Scott Aaron asked anyone who wished to speak on this matter, to stand and be sworn in. Stephen Spann was sworn in.

Deputy Fire Chief Steven Spann advised that an update was needed to the current fire code enforcement standards, which would be in compliance and coincide with the New Mexico State Fire Marshal's office. This would also establish the city of Las Vegas Code Enforcement Bureau standards, penalties, fees and enforcement process.

Councilor Romero made a motion to close Public Hearing. Councilor Ulibarri, Jr. seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

David Romero	Yes	David Ulibarri, Jr.	Yes
Michael Montoya	Yes		

City Clerk Fresquez advised that the motion carried.

Councilor Romero made a motion to approve to adopt Ordinance 20-03 amending the current Fire Code. Councilor Montoya seconded the motion.

Resolution 20-03 was presented as follows: *Due to the length of the document, a complete copy may be obtained from the City of Las Vegas, City Clerk's Office.*

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

David Ulibarri, Jr.	Yes	Michael Montoya	Yes
David Romero	Yes		

City Clerk Fresquez advised that the motion carried.

3. Conduct a public hearing and approval/disapproval of application #1154391 requesting a Small Brewer Liquor License for Wanted Brewing Company, LLC, DBA Wanted Brewing & Distilling company located at 400 Grand Ave., Las Vegas, NM.

Councilor Romero made a motion to go into Public Hearing. Councilor Montoya seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

Michael Montoya	Yes	David Romero	Yes
David Ulibarri, Jr.	Yes		

City Clerk Fresquez advised that the motion carried.

City Attorney Scott Aaron asked anyone who wished to speak on this matter, to stand and be sworn in. Casandra Fresquez and Bryan McGill, Owner were sworn in.

City Clerk Casandra Fresquez advised that the Wanted Brewing Company LLC submitted an application for a small brewer liquor license, with on premises consumption and package saled, with patio service and that public hearing and zoning requirements had been met.

Mr. McGill stated that they were excited to get the business going and would be good for Las Vegas.

Councilor Romero asked if there were any planning & zoning concerns regarding the license.

City Attorney Aaron swore Maria Perea in.

Ms. Perea advised that the only concerns were water consumption, which were already addressed by the Utilities Department over a year ago at the Board of Adjustments meeting on this matter. She advised another concern was the disposal of the company's waste.

Mr. McGill informed the waste would be donated to a pig farmer in Rivera, N.M.

Councilor Montoya asked if letters of notification were sent to neighbors and if there was sufficient parking.

Ms. Perea informed that letters were sent to neighbors, with no complaints received and there was sufficient parking and they had access to a vacant lot across the street belonging to Phil Warfield.

Councilor Montoya asked how many people they would be employing.

Mr. McGill also informed there were 20 parking spaces available in the area adjacent to the business and they would eventually begin with 6-10 people being hired.

Councilor Romero made a motion to close Public Hearing. Councilor Montoya seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

David Ulibarri, Jr.	Yes	Michael Montoya	Yes
David Romero	Yes		

City Clerk Fresquez advised that the motion carried.

Councilor Romero made motion to approve application #1154391 requesting a Small Brewer Liquor License for Wanted Brewing Company, LLC, DBA Wanted Brewing & Distilling Company located at 400 Grand Ave., Las Vegas, NM. Councilor Ulibarri, Jr. seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

Michael Montoya	Yes	David Romero	Yes
David Ulibarri, Jr.	Yes		

City Clerk Fresquez advised that the motion carried.

4. Conduct a public hearing and approval/disapproval of application #1154392 requesting a Craft Distiller Liquor License for Wanted Brewing Company, LLC, DBA Wanted Brewing & Distilling company located at 400 Grand Ave., Las Vegas, NM.

Councilor Romero made a motion to enter into Public Hearing. Councilor Ulibarri, Jr. seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

David Romero	Yes	David Ulibarri, Jr.	Yes
Michael Montoya	Yes		

City Clerk Fresquez advised that the motion carried.

City Attorney Aaron informed that everyone who was previously sworn in, were still under oath.

City Clerk Fresquez advised that the Wanted Brewing Company LLC submitted an application for a craft distiller liquor license, with on premises consumption and package sales, with patio service and that public hearing and zoning requirements had been met.

Councilor Romero made a motion to go back into Regular Session. Councilor Ulibarri, Jr. seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

Michael Montoya	Yes	David Ulibarri, Jr.	Yes
David Romero	Yes		

City Clerk Fresquez advised that the motion carried.

Councilor Montoya made a motion to approve application #1154392 requesting a Craft Distiller Liquor License for Wanted Brewing Company, LLC, DBA Wanted Brewing & Distilling Company located at 400 Grand Ave., Las Vegas, NM. Councilor Romero seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

David Ulibarri, Jr.	Yes	Michael Montoya	Yes
David Romero	Yes		

City Clerk Fresquez advised that the motion carried.

5. Approval/Disapproval of Resolution No. 20-33 Annual Open Meetings resolution.

City Clerk Fresquez advised that Resolution 20-33 establishes reasonable notice of Council meetings in compliance with the Open Meetings Act and that Mayor and Council had requested amendments to the scheduling of their meetings. She advised that changes would be made regarding dates for the council meetings, it was decided to have two Regular meetings at 5:30 p.m. moving up the Housing meeting to 5:00 p.m. She advised that one Councilor wanted the 1st and 3rd Wednesdays of the month, a couple wanted the dates to stay the same and 1 did not have a preference.

Discussion took place on several reasons for the date changes on Council meetings and procedures to be taken to change meetings if needed.

Councilor Ulibarri, Jr. made a motion to approve Resolution No. 20-33 Annual Open Meetings Resolution. Councilor Romero clarified that the meeting dates would stay as is and seconded the motion.

Resolution 20-33 was presented as follows: *Due to the length of the document, a complete copy may be obtained from the City of Las Vegas, City Clerk's Office.*

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

David Ulibarri, Jr.	Yes	David Romero	Yes
Michael Montoya	Yes		

City Clerk Fresquez advised that the motion carried.

Business Item #6 - Removed during approval of the agenda.

7. Approval/Disapproval of Lodger's Tax Fiscal Budget.

Community Development Director Bill Henderickson presented on the annual operating budget, funding to market the community to potential visitors, support visitor/tourist facilities and grant financial support to community events that attract visitors to Las Vegas. He stated that in the budget there was a line item for \$85,000 for Fiscal Year 2021 Projected Income and they had previous discussion with the Lodgers Tax Board in regard to not considering that because of the unknown although still included it in the budget. He stated that was the reason it

showed a large net balance at the end of the year, having not spent monies as planned.

Councilor Ulibarri, Jr. made a motion to approve the Lodger's Tax Fiscal Budget. Councilor Romero seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

Michael Montoya	Yes	David Romero	Yes
David Ulibarri, Jr.	Yes		

City Clerk Fresquez advised that the motion carried.

8. Approval/Disapproval to renew existing contracts with Las Vegas First Independent Business Alliance for Highway Billboard Advertising. Total cost is \$27,435.00.

Community Development Director Henderickson advised this advertising was to create awareness and promotion of Las Vegas and to give pertinent information to perspective travelers.

Discussion and questions took place regarding the procurement process of obtaining contractors for billboard advertising and of better location of billboards.

Councilor Montoya made a motion to approve to renew existing contracts with Las Vegas First Independent Alliance for Highway Billboard Advertising . Total cost is \$27,435.00. Councilor Ulibarri, Jr. seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

Michael Montoya	Yes	David Romero	No
David Ulibarri, Jr.	Yes		

City Clerk Fresquez advised that the motion carried.

9. Approval/Disapproval of Resolution No. 20-40, authorizing the sale of the unused and vacant properties identified on the list attached hereto as Exhibit A and authorizing the City of Las Vegas to prepare a Request for Proposal for appraisal services for said properties.

Community Development Director Hendrickson and Planning & Zoning Coordinator Maria Perea advised that the City of Las Vegas is the record owner of several properties which are unused and vacant, the properties are not being utilized by the City and the City has no intention of utilizing the properties in the foreseeable future. These properties are identified on the list attached hereto as Exhibit A.

Lengthy discussion took place regarding the procedures of the sale of the vacant properties, advertising by placing the resolution on City's website, concerns of long term financial impact if properties were sold and of the City's benefits in selling those properties.

Councilor Ulibarri, Jr. made a motion to approve Resolution No. 20-40, authorizing the sale of the unused and vacant properties identified on the list attached hereto as Exhibit A and authorizing the City of Las Vegas to prepare a Request for Proposal for appraisal services for said properties. Councilor Montoya seconded the motion.

Resolution 20-40 was presented as follows: *Due to the length of the document, a complete copy may be obtained from the City of Las Vegas, City Clerk's Office.*

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

David Romero	Yes	Michael Montoya	Yes
David Ulibarri, Jr.	Yes		

City Clerk Fresquez advised that the motion carried.

10. Approval/Disapproval of Resolution No. 20-34, request for a match waiver administered by Department of Finance and Administration (DFA) and the New Mexico Department of Transportation (NMDOT) in the amount of \$29,447.00 for Grant Agreement L400500.

Public Works Manager Daniel Gurule advised that the City of Las Vegas has a limited tax base, which limits the funding for meeting the proportional matching share, and a fund exists appropriate by New Mexico State Legislature for Public Entities in need of "Hardship" match money and the City of Las Vegas requests participation in this Match Waiver Program in the amount of \$29,447.00, for the

plan, design construction, reconstruction, pavement rehabilitation, drainage improvements, construction management and miscellaneous construction on West National Avenue.

Councilor Romero made a motion to approve Resolution No. 20-34, request for a match waiver administered by Department of Finance and Administration (DFA) and the New Mexico Department of Transportation (NMDOT) in the amount of \$29,447.00 for Grant Agreement L400500. Councilor Ulibarri, Jr. seconded the motion.

Resolution 20-34 was presented as follows:

CITY OF LAS VEGAS, NEW MEXICO
Resolution No. 20-34
A RESOLUTION TO APPLY FOR A MATCH WAIVER REGARDING
NMDOT GRANT AGREEMENT L400500

WHEREAS, the City of Las Vegas (“City”) received a Local Government Road Fund Cooperative Grant Agreement No. L400500 (“Grant”); and

WHEREAS, the total cost of the Grant being \$117,787.00, of which NMDOT’s share is \$88,340.00 (75%) and the City’s share is \$29,447.00 (25%); and

WHEREAS, the City desires to apply for participation in the match waiver program in the amount of \$29,447.00 to defer the costs of the City’s 25% of the Grant.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas that the recitals are incorporated herein by reference and the Governing Body accepts the Grant, agrees to contribute 25% of the Grant amount in order to obtain the Grant, and agrees apply for the match waiver program in the amount of \$29,447.00..

APPROVED AND ADOPTED this _____ day of July, 2020.

Louie A. Trujillo, Mayor

ATTEST:

Reviewed and approved as to legal sufficiency only:

Casandra Fresquez, City Clerk

Scott Aaron, City Attorney

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

Michael Montoya	Yes	David Romero	Yes
David Ulibarri, Jr.	Yes		

City Clerk Fresquez advised that the motion carried.

11. Approval/Disapproval of Resolution 20-35 and Local Government Road Fund Cooperative Agreement (COOP) administered by the New Mexico Department of Transportation (NMDOT).

Public Works Manager Gurule advised that as part of the COOP Agreement submittal criteria for the NMDOTm it is required that a resolution of support from our Local Governing Body accompany Grant Agreement for the plan , design construction, reconstruction, pavement rehabilitation, drainage improvements, construction management and miscellaneous construction on West National Avenue.

Councilor Romero made a motion to approve Resolution 20-35 and Local Government Road Fund Cooperative Agreement (COOP) administered by the New Mexico Department of Transportation (NMDOT). Councilor Montoya seconded the motion.

Resolution 20-35 was presented as follows:

CITY OF LAS VEGAS, NEW MEXICO
Resolution No. 20-35
A RESOLUTION TO APPLY FOR AND ACCEPT THE GRANT
OFFER FROM THE NEW MEXICO DEPARTMENT OF
TRANSPORTATION (NMDOT) FOR WEST NATIONAL AVENUE

WHEREAS, the City of Las Vegas (“City”) has applied to the New Mexico Department of Transportation (“NMDOT”) for a grant for planning, designing, construction, reconstruction, pavement rehabilitation, drainage improvements, construction management, and miscellaneous construction; and

WHEREAS, the City expects to receive the Grant in a total amount of \$88,340.00; and

WHEREAS, the City would have to contribute 25% (\$29,447.00) in order to receive the Grant of \$88,340.00 (75%) for a total amount of \$117,787.00 to include New Mexico gross receipts tax; and

WHEREAS, improvements are needed on West National Avenue for the safety and well being of the residents of Las Vegas, New Mexico; and

WHEREAS, the Grant will be used for road improvements on West National Avenue.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas that the recitals are incorporated herein by reference and the Governing Body accepts the Grant, agrees to contribute 25% of the Grant amount in order to obtain the Grant, and agrees to use the Grant for road improvements on West National Avenue.

APPROVED AND ADOPTED this _____ day of July, 2020.

Louie A. Trujillo, Mayor

ATTEST: _____ Reviewed and approved as to legal sufficiency only:

Casandra Fresquez, City Clerk

Scott Aaron, City Attorney

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

David Ulibarri, Jr.	Yes	Michael Montoya	Yes
David Romero	Yes		

City Clerk Fresquez advised that the motion carried.

12. Approval/Disapproval of Resolution No. 20-41 for submission of a completed application for financial assistance and project approval to the New Mexico Finance Authority.

Utilities Director Maria Gilvarry advised this resolution would allow the City to submit an application to NMFA for funding to complete the Hot Springs waterline replacement project. The funding amount requested is \$800,000 with a subsidy amount eligible of \$600,000. She informed that this funding was for 5 Utility projects and all were approved by the Utility Advisory Board.

Councilor Romero made a motion to approve Resolution 20-41 for submission of a completed application for financial assistance and project approval to the New Mexico Finance Authority. Councilor Ulibarri, Jr. seconded the motion.

Resolution 20-41 was presented as follows: *Due to the length of the document, a complete copy may be obtained from the City of Las Vegas, City Clerk's Office.*

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

David Romero	Yes	Michael Montoya	Yes
David Ulibarri, Jr.	Yes		

City Clerk Fresquez advised that the motion carried.

13. Approval/Disapproval of Resolution No. 20-42 for submission of a completed application for financial assistance and project approval to the New Mexico Finance Authority.

Utilities Director Gilvarry stated this resolution would allow the City to submit an application to NMFA for funding to complete the SCADA project for the existing water treatment plant facility. The funding amount requested is \$500,000 with a subsidy amount eligible of \$375,000. The funding agency requires that the application be submitted through an approved resolution.

Councilor Romero made a motion to approve Resolution No. 20-42 for submission of a completed application for financial assistance and project approval to the New Mexico Finance Authority. Councilor Ulibarri, Jr. seconded the motion.

Resolution 20-42 was presented as follows: *Due to the length of the document, a complete copy may be obtained from the City of Las Vegas, City Clerk's Office.*

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

Michael Montoya	Yes	David Romero	Yes
David Ulibarri, Jr.	Yes		

City Clerk Fresquez advised that the motion carried.

14. Approval/Disapproval of Resolution No. 20-43 for submission of a completed application for financial assistance and project approval to the New Mexico Finance Authority .

Utilities Director Gilvarry advised this would allow the City to submit an application to NMFA for funding to replace the facility clarifier sedimentation basin vacuum system at the existing water treatment plant facility. The funding amount requested is \$300,000 with a subsidy amount eligible of \$225,000. The funding requires that the application be submitted through an approved resolution.

Councilor Romero made a motion to approve Resolution No. 20-43 for submission of a completed application for financial assistance and project approval to the New Mexico Finance Authority. Councilor Ulibarri, Jr. seconded the motion.

Resolution 20-43 was presented as follows: *Due to the length of the document, a complete copy may be obtained from the City of Las Vegas, City Clerk's Office.*

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

David Ulibarri, Jr.	Yes	Michael Montoya	Yes
David Romero	Yes		

City Clerk Fresquez advised that the motion be carried.

15. Approval/Disapproval of Resolution No. 20-44 for submission of a completed application for financial assistance and project approval to the New Mexico Finance Authority.

Utilities Director Gilvarry advised this resolution would allow the City to submit an application to NMFA for funding to complete the Hanna Park re-use system expansion project. The funding amount requested is \$500,000 with \$500,000 with a subsidy amount eligible of \$375,000. The funding agency requires that the application be submitted through an approved resolution.

Councilor Montoya made a motion to approve Resolution No. 20-44 for submission of a completed application for financial assistance and project

approval to the New Mexico Finance Authority. Councilor Romero seconded the motion.

Resolution 20-44 was presented as follows: *Due to the length of the document, a complete copy may be obtained from the City of Las Vegas, City Clerk's Office.*

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

David Ulibarri, Jr.	Yes	Michael Montoya	Yes
David Romero	Yes		

City Clerk Fresquez advised that the motion carried.

16. Approval/Disapproval of Resolution No. 20-45 for submission of a completed application for financial assistance and project approval to the New Mexico Finance Authority.

Utilities Director Gilvarry advised this resolution would allow the City to submit an application to NMFA for funding to replace pumps at the existing water treatment plant facility. The funding amount requested is \$200,000 with a subsidy amount eligible of \$150,000. The funding agency requires that the application be submitted through an approved resolution.

Councilor Romero made a motion to approve Resolution No. 20-45 for submission of a completed application for financial assistance and project approval to the New Mexico Finance Authority. Councilor Ulibarri, Jr. seconded the motion.

Resolution 20-45 was presented as follows: *Due to the length of the document, a complete copy may be obtained from the City of Las Vegas, City Clerk's Office.*

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

Michael Montoya	Yes	David Romero	Yes
David Ulibarri, Jr.	Yes		

City Clerk Fresquez advised that the motion carried.

Utilities Director Gilvarry advised that the total subsidy was 1.7 million dollars.

17. Approval/Disapproval to publish Ordinance No. 20-06 to amend the Code of the City of Las Vegas Labor Management Relations Ordinance deleting and repealing Chapter 48 Sections 1 through 22.

City Attorney Scott Aaron advised due to recent state legislation and actions taken by the Governor of New Mexico, the state labor relations board, and the parties affected by labor relations board decisions, are consolidating the function and reach of the state labor relations board in lieu of having such disputes handled by the local labor relations boards. To comply with recent state legislation and the actions taken by our Governor, the City of Las Vegas should delete and repeal its Labor Management Relations Ordinance in favor of having all such labor disputes handled in a more uniform fashion by the state labor relations board.

Councilor Romero made a motion to approve to publish Ordinance No. 20-06 to amend the Code of the City of Las Vegas Labor Management Relations Ordinance deleting and repealing Chapter 48 Sections 1 through 22. Councilor Ulibarri, Jr. seconded the motion.

Councilor Montoya asked Mayor Trujillo if that was his recommendation.

Mayor Trujillo stated "Yes".

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

Michael Montoya	Yes	David Ulibarri, Jr.	Yes
David Romero	Yes		

City Clerk Fresquez advised that the motion carried.

ADJOURN

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

David Romero	Yes	Michael Montoya	Yes
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David Ulibarri, Jr. Yes

City Clerk Fresquez advised that the motion carried.

Mayor Louie A. Trujillo

ATTEST:

Casandra Fresquez, City Clerk

MINUTES OF THE CITY OF LAS VEGAS CITY COUNCIL SPECIAL MEETING HELD ON THURSDAY, JULY 30, 2020 AT 3:00 P.M. IN THE CITY COUNCIL CHAMBERS

MAYOR: Louie A. Trujillo

COUNCILORS: David G. Romero
Michael L. Montoya
David A. Ulibarri, Jr.

ALSO PRESENT: William Taylor, City Manager
Casandra Fresquez, City Clerk
Scott Aaron, City Attorney
David T. Bibb III, Chief of Police

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Mayor Louie Trujillo asked for a moment of reflection for all first responders, healthcare workers, all truck drivers who bring food into the community, all grocery store workers for keeping foods stocked during the COVID-19 pandemic, hospital workers and those who are performing the tests within the community. Mayor Trujillo thanked everyone for their hard work and also thanked the employees of the City of Las Vegas for their hard work in serving the community.

APPROVAL OF AGENDA

Councilor Romero asked the City Attorney if he recommended going into executive session prior to the approval of the Finance Director.

City Attorney Scott Aaron advised if there were questions regarding that position then it would be best to go into executive session prior to that item.

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

Michael L. Montoya	Yes	David G. Romero	Yes
David A. Ulibarri, Jr.	Yes		

City Clerk Fresquez advised that the motion carried.

PUBLIC INPUT

City Clerk advised there was no public input.

BUSINESS ITEMS

1. Approval/Disapproval to appoint Jesus Baquera as Finance Director.

City Manager William Taylor advised the charter states he should appoint directors with the approval of the governing body. City Manager Taylor stated Mr. Jesus Baquera was a fairly accomplished governmental accountant, he was the controller at Highlands University for about nine years and was the Associate Deputy controller for two years before that and has many years experience in governmental accounting. City Manager Taylor advised Mr. Baquera was currently employed in the private sector working for Franken Industries and has confidence in his ability.

Councilor Romero asked Mr. Baquera to give his experience with procurement.

Mr. Baquera advised he knew the basics of procurement such as needing three quotes, following the rules and not to buy sole proprietorships without doing research.

City Manager Taylor advised Mr. Baquera would have to go through the New Mexico Municipal League to get certified.

Councilor Montoya asked what the process was for choosing a Finance Director.

City Manager Taylor advised they put it out for advertisement, it was open internally and to the public, and was advertised at the New Mexico Municipal League, local newspapers and the City's webpage. City Manager Taylor advised Mr. Baquera was the candidate they chose.

Councilor Montoya asked if there were other candidates.

City Manager Taylor advised Mr. Baquera was the only candidate.

Councilor Montoya asked about Mr. Baquera's previous positions and why there were so many.

Mr. Baquera advised it was for the betterment of his career.

Councilor Montoya asked Mr. Baquera how long he's been with Franken Industries.

Mr. Baquera advised four years.

Councilor Montoya asked what brought him to the City of Las Vegas.

Mr. Baquera advised he needed a job in Las Vegas and didn't want to commute.

Councilor Ulibarri, Jr., advised he spoke with some of Mr. Baquera's co workers from Highlands and they spoke good about what he did.

Councilor Romero asked for Mr. Baquera to be open with the council regarding any major concerns when it comes to finance.

Councilor Montoya asked what Mr. Baquera's salary would be.

City Manager Taylor advised it was \$78,000.

Mayor Trujillo thanked Mr. Baquera for his interest in working for the City of Las Vegas.

Councilor Ulibarri, Jr., made a motion to approve the appointment of Jesus Baquera as Finance Director. Councilor Romero seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

Michael L. Montoya	Yes	David G. Romero	Yes
David A. Ulibarri, Jr.	Yes		

City Clerk Fresquez advised that the motion carried.

2. Approval/Disapproval of Resolution 20-47 to approve the final FY 2019-2020 DFA Financial Report for submission to DFA Local Government Division.

Mayor Trujillo thanked Deputy Finance Director Dominic Chavez for all the time and effort it took to produce the budget and all corresponding documents. Mayor Trujillo recognized Deputy Finance Director Chavez and his staff for their hard work.

Deputy Finance Director Dominic Chavez apologized for the DFA Financial Report being given to the council right before the meeting and advised it was a lot of work to complete. Deputy Finance Director Chavez advised that expenditures/revenues fell into place where they expected. Deputy Finance Director Chavez stated that the Gross Receipts Tax came in higher for June than they anticipated and haven't felt any impact as of yet due to COVID-19.

Mayor Trujillo was glad to hear that the budget was in better shape than what they anticipated and hopes that trend continues and won't impact next year's budget.

A brief discussion took place regarding cuts made in the budget.

Mayor Trujillo thanked City Manager Taylor for all his hard work.

City Manager Taylor advised former Finance Director Mary Romero did a lot of the work getting the budget ready, even after resigning she still came in and helped to get it ready.

Councilor Romero made a motion to approve resolution 20-47 to approve the final FY 2019-2020 DFA Financial Report for submission to DFA Local Government Division. Councilor Ulibarri, Jr., seconded the motion.

Resolution 20-47 was presented as follows:

CITY OF LAS VEGAS, NEW MEXICO
Resolution No. 20-46
A RESOLUTION FOR THE FINAL BUDGET ADOPTION 2020-2021 FISCAL YEAR

WHEREAS, the Governing Body of Las Vegas has developed a final budget for fiscal year 2020-21; and

WHEREAS, said budget was developed on the basis of need through cooperation with all user departments, elected officials and other department supervisors, City Administration and elected officials; and

WHEREAS, the official meeting for the review of said documents was posted publicly on July 24, 2020 in compliance with the Open Meetings Act; and

WHEREAS, the Governing Body finds that the Final Budget should be approved as it meets the requirements as currently determined for fiscal year 2020-21.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Las Vegas that the recitals and any exhibits are incorporated herein by reference and the Governing Body hereby approves the aforementioned final budget request and respectfully requests approval from the Local Governing Division of the Department of Finance and Administration.

APPROVED AND ADOPTED this ____ day of July 2020.

Mayor Louie A. Trujillo

ATTEST:

Reviewed and approved as to legal sufficiency only:

Casandra Fresquez, City Clerk

Scott Aaron, City Attorney

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

David G. Romero	Yes	David A. Ulibarri, Jr.	Yes
Michael L. Montoya	Yes		

City Clerk Fresquez advised that the motion carried.

3. Approval/Disapproval of Resolution 20-46 to adopt the final FY 2020-2021 Budget for submission to DFA Local Government Division.

City Manager Taylor gave a lengthy summary regarding the budget.

City Manager Taylor spoke about the Lodger's Tax budget and advised they had a full time employee working at the Welcome Center but eliminated that position which cost about forty thousand dollars and instead replaced it with a twenty thousand dollar contract with the Chamber of Commerce.

City Manager Taylor advised the Chamber of Commerce would have someone there working with volunteers.

Councilor Montoya asked about the cost savings for not having the Fiestas or the Bike Rally and the overtime saved during those events.

Discussion and questions took place regarding cost savings, if a building inspector was budgeted and if the monies were budgeted to pay HUD.

Councilor Romero asked if the Veterans Memorial fund was available.

Deputy Finance Director Chavez advised that it was available.

City Manager advised he did not think the budget format was good so next year they would see a much improved format for the budget.

Discussion took place regarding the abatement fund and possibly selling some properties to improve the infrastructure.

Councilor Ulibarri, Jr., asked about the vehicles being purchased under the street fund instead of using that money towards streets.

City Manager Taylor advised those monies were allocated in the past but will make sure that doesn't happen again in the future.

Councilor Ulibarri, Jr., spoke about the unused vehicles parked at some departments and if there could be an auction for those vehicles.

City Manager Taylor advised there will be an auction in September or October for those unused vehicles and equipment.

Discussion took place regarding what fund the monies from an auction would go into.

City Manager Taylor advised having the transfer of money to HUD as a regular discussion to talk about what HUD is doing with the money and what its going towards.

Discussion took place regarding Las Vegas day at the Legislature and the possibility of doing something different.

Councilor Romero asked if there could be a mid year budget review.

City Manager Taylor advised it would be good to look at things in January.

Councilor Romero thanked Deputy Finance Director Chavez for all his hard work.

Mayor Trujillo recognized former Finance Director Mary Romero for working late hours and weekends to get them where they are.

Councilor Montoya made a motion to approve resolution 20-46 to adopt the final FY 2020-2021 Budget for submission to DFA Local Government Division. Councilor Romero seconded the motion.

Resolution 20-46 was presented as follows:

CITY OF LAS VEGAS, NEW MEXICO
Resolution No. 20-47
A RESOLUTION FOR THE FINAL 2019-2020 DFA REPORT

WHEREAS, the Governing Body of Las Vegas has developed a budget for fiscal year 2019-2020; and

WHEREAS, the final quarterly report has been reviewed and approved to ensure the accuracy of the beginning balances used on the FY 2020-2021; and

WHEREAS, it is hereby certified that the contents in this report are true and correct to the best of our knowledge and that this report depicts all funds for fiscal year 2019-2020

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Las Vegas that the recitals and any exhibits are incorporated herein by reference and the Governing Body hereby approves the

aforementioned final quarterly report and respectfully requests approval from the Local Governing Division of the Department of Finance and Administration.

APPROVED AND ADOPTED this ____ day of July 2020.

Mayor Louie A. Trujillo

ATTEST: Reviewed and approved as to legal sufficiency only:

Cassandra Fresquez, City Clerk Scott Aaron, City Attorney

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

Michael L. Montoya	Yes	David A. Ulibarri, Jr.	Yes
David G. Romero	Yes		

City Clerk Fresquez advised that the motion carried.

EXECUTIVE SESSION

There was no need for executive session.

ADJOURN

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

David G. Romero	Yes	David A. Ulibarri, Jr.	Yes
Michael L. Montoya	Yes		

City Clerk Fresquez advised that the motion carried.

Mayor Louie A. Trujillo

ATTEST:

Cassandra Fresquez, City Clerk

Regular
CITY COUNCIL MEETING AGENDA REQUEST

DATE: 07/21/20 **DEPT:** City Attorney

MEETING DATE: 08/12/20

ITEM/TOPIC: Adoption of Ordinance No. 20-06 to amend the Code of the City of Las Vegas Labor Management Relations Ordinance by deleting and repealing Chapter 48, Sections 1 through 22.

ACTION REQUESTED OF COUNCIL: Conduct a Public Hearing and approve or disapprove the adoption of Ordinance No. 20-06 to amend the Code of the City of Las Vegas Labor Management Relations Ordinance by deleting and repealing Chapter 48, Sections 1 through 22.

BACKGROUND/RATIONALE: Due to recent state legislation and actions taken by the Governor of New Mexico, the state labor relations board, and the parties affected by labor relations board decisions, are consolidating the function and reach of the state labor relations board in lieu of having such disputes handled by the local labor relations boards. To comply with recent state legislation and the actions taken by our Governor, the City of Las Vegas should delete and repeal its Labor Management Relations Ordinance in favor of having all such labor disputes handled in a more uniform fashion by the state labor relations board.

STAFF RECOMMENDATION:

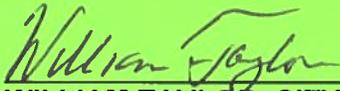
COMMITTEE RECOMMENDATION:

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:



WILLIAM TAYLOR, CITY MANAGER



SCOTT AARON, CITY ATTORNEY
(ALL CONTRACTS, ORDINANCES
AND RESOLUTIONS MUST BE
REVIEWED)

FINANCE DIRECTOR
(PROCUREMENT)

Regular
CITY COUNCIL MEETING AGENDA REQUEST

DATE: 07/09/20

DEPT: City Attorney

MEETING DATE: 07/15/20

ITEM/TOPIC: Publication of Ordinance No. 20-06 to Amend the Code of the City of Las Vegas Labor Management Relations Ordinance by deleting and repealing Chapter 48 Sections 1 through 22.

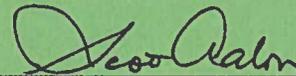
ACTION REQUESTED OF COUNCIL: Approval/Disapproval to publish Ordinance No. 20-06 to amend the Code of the City of Las Vegas Labor Management Relations Ordinance by deleting and repealing Chapter 48 Sections 1 through 22.

BACKGROUND/RATIONALE: Due to recent state legislation and actions taken by the Governor of New Mexico, the state labor relations board, and the parties affected by labor relations board decisions, are consolidating the function and reach of the state labor relations board in lieu of having such disputes handled by the local labor relations boards. To comply with recent state legislation and the actions taken by our Governor, the City of Las Vegas should delete and repeal its Labor Management Relations Ordinance in favor of having all such labor disputes handled in a more uniform fashion by the state labor relations board.

STAFF RECOMMENDATION:

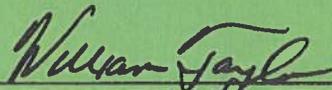
COMMITTEE RECOMMENDATION:

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:



WILLIAM TAYLOR, CITY MANAGER



SCOTT AARON, CITY ATTORNEY
(ALL CONTRACTS, ORDINANCES
AND RESOLUTIONS MUST BE
REVIEWED)

FINANCE DIRECTOR
(PROCUREMENT)

Published on July 22, 2020
Intent to adopt on August 12, 2020.

Approved to Publish
on 7/15/2020

CITY OF LAS VEGAS, NEW MEXICO
Ordinance No. 20-06

AN ORDINANCE TO AMEND the Code of the City of Las Vegas by deleting and repealing Chapter 48 Sections 1 through 22, entitled “Labor Management Relations” and cited as the “City of Las Vegas Labor Management Relations Ordinance”. This Ordinance is enacted pursuant to Sections 2.02 of the City of Las Vegas Municipal Charter, and is an exercise of the City of Las Vegas home rule powers.

BE IT ENACTED by the Governing Body of the City of Las Vegas as follows:

Section 1. Chapter 48 Sections 1 through 22, Labor Management Relations, is hereby deleted and repealed.

Section 2. Effective Date. This ordinance shall become effective upon the execution by the Mayor and the affirmative vote of the majority of the Governing Body.

PASSED, ADOPTED and ENACTED this _____ day of August, 2020.

Mayor Louie A. Trujillo

ATTEST:

Reviewed and approved as to legal sufficiency only:

Casandra Fresquez, City Clerk

Scott Aaron, City Attorney

§ 48-1. Short title.

This chapter may be cited as the "City of Las Vegas Labor Management Relations Ordinance."

§ 48-2. Purpose.

The purpose of the Labor Management Relations Ordinance is to guarantee employees the right to organize and bargain collectively with their employer; to protect the rights of the employer and the employees and to promote harmonious and cooperative relationships between the employer and the employees; and to acknowledge the obligation of the employer and the employees to provide orderly and uninterrupted services to the citizens.

§ 48-3. Conflicts.

- A. In the event of conflict with other City of Las Vegas ordinances, the provisions of the City of Las Vegas Labor Management Relations Ordinance shall supersede other previously enacted ordinances.
- B. City of Las Vegas sanctioned rules and regulations, administrative directives, departmental rules and regulations, and workplace practices shall control unless there is a conflict with a collective bargaining agreement. Where a conflict exists, the collective bargaining agreement shall control.

§ 48-4. Definitions.

As used in the Labor Management Relations Ordinance the following terms shall have the meanings indicated:

APPROPRIATE BARGAINING UNIT — A group of employees designated by the Board for the purpose of collective bargaining.

BOARD — The City of Las Vegas Labor Management Relations Board.

CERTIFICATION — The designation by the Board of a labor organization as the exclusive representative for all employees in an appropriate bargaining unit.

COLLECTIVE BARGAINING — The act of negotiating between the employer and an exclusive representative for the purpose of entering into a written agreement regarding wages, hours, and other terms and conditions of employment.

CONFIDENTIAL EMPLOYEE — A person who devotes a majority of his/her time to assisting and acting in a confidential capacity with

respect to a person who formulates, determines, and effectuates management policies.

EMERGENCY — A one-time crisis that was unforeseen and unavoidable.

EMPLOYEE — A regular, nonprobationary employee of the City of Las Vegas.

EMPLOYER — City of Las Vegas.

EXCLUSIVE REPRESENTATIVE — A labor organization that, as a result of certification by the Board, represents all employees in an appropriate bargaining unit for the purposes of collective bargaining.

FAIR SHARE — The payment to a labor organization which is the exclusive representative for an appropriate bargaining unit by an employee of that bargaining unit who is not a member of that labor organization equal to a certain percentage of membership dues. Such figure is to be calculated based on United States and New Mexico statutes and case law identifying those expenditures by a labor organization which are permissibly chargeable to all employees in the appropriate bargaining unit under United States and New Mexico statutes and case law, including, but not limited to, all expenditures incurred by the labor organization in negotiating the contract applicable to all employees in the appropriate bargaining unit, servicing such contract, and representing all such employees in grievances and disciplinary actions.

GOVERNING BODY — The City of Las Vegas Council.

IMPASSE — Failure of the employer and an exclusive representative, after good faith bargaining, to reach agreement in the course of negotiating a collective bargaining agreement.

LABOR ORGANIZATION — Any employee organization one of whose purposes is the representation of public employees in collective bargaining and in otherwise meeting, consulting, and conferring with employers on matters pertaining to employment relations.

LOCKOUT — An act by the employer to prevent its employees from going to work for the purpose of resisting demands of the employees' exclusive representative or for the purpose of gaining a concession from the exclusive representative.

MANAGEMENT EMPLOYEE — An employee who is engaged primarily in executive and management functions and is charged with the responsibility of developing, administering, or effectuating management policies. An employee shall not be deemed a

management employee solely because the employee participates in cooperative decisionmaking programs on an occasional basis.

MEDIATION — Assistance by an impartial third party to resolve an impasse in contract negotiation between the employer and an exclusive representative through interpretation, suggestion and advice.

PROFESSIONAL EMPLOYEE — An employee whose work is predominantly intellectual and varied in character and whose work involves the consistent exercise of discretion and judgment in its performance and requires knowledge of an advanced nature in a field of learning customarily requiring specialized study at an institution of higher education or its equivalent. The work of a professional employee is of such character that the output or result accomplished cannot be standardized in relation to a given period of time.

STRIKE — An employee's refusal, in concerted action with other employees, to report for duty or his willful absence or withholding of service in whole or in part from the full, faithful, and proper performance of the duties of employment for the purpose of inducing, influencing, or coercing a change in the working conditions, compensation, rights, privileges, or obligations of employment.

SUPERVISOR — An employee who devotes a majority amount of work time to supervisory duties, who customarily and regularly directs the work of two or more other employees, and who has the authority in the interest of the employer to hire, promote, or discipline other employees or to recommend such actions effectively. This definition does not include individuals who perform merely routine, incidental, or clerical duties or who occasionally assume supervisory or directory roles or whose duties are substantially similar to those of their subordinates and does not include lead employees or employees who occasionally participate in peer review or evaluation of employees.

§ 48-5. Rights of employees.

Employees, other than management, supervisory, confidential, and probationary employees, may form, join, or assist any labor organization for the purpose of collective bargaining through a representative chosen by the employees without interference, restraint, or coercion. Employees also have the right to refuse to form, join, or assist any labor organization.

§ 48-6. Management rights.

Unless limited by the provisions of a collective bargaining agreement or by other statutory provision, the employer's rights shall include, but are not limited to, the following:

- A. To direct the work of, hire, promote, assign, transfer, demote, suspend, discharge or terminate public employees;
- B. To determine qualifications for employment and the nature and content of personnel examinations;
- C. To take actions as may be necessary to carry out the mission of the employer in emergencies; and
- D. The employer retains all rights not specifically limited by a collective bargaining agreement or by the Public Employee Bargaining Act.¹

§ 48-7. Labor Management Relations Board created; terms.

- A. The Labor Management Relations Board is hereby created. The Board shall be composed of three members appointed by the Mayor and approved by the City Council. One member shall be appointed on the recommendation of individuals representing labor, one member shall be appointed on the recommendation of the City Manager, and one member shall be appointed on the recommendation of the first two appointees.
- B. Board members shall serve for a period of one year with terms commencing in the month of September, except in the initial appointment, which will be a shorter term, effective the same day as this chapter. Vacancies shall be filled in the same manner as the original appointment, and such appointments shall only be made for the remainder of the unexpired term. A Board member may serve an unlimited number of terms.
- C. During the term of appointment, no Board member shall hold or seek any other political office or public employment or be an employee of a union, an organization representing public employees, or a public employer.
- D. Each Board member shall be paid per diem and mileage in accordance with the provisions of the Per Diem and Mileage Act.²

1. Editor's Note: See NMSA 1978, § 10-7E-1 et seq.

2. Editor's Note: See NMSA 1978, § 10-8-1 et seq.

§ 48-8. Powers and duties of Board.

- A. The Board shall promulgate rules and regulations necessary to accomplish and perform its functions and duties as established in the Labor Management Relations Ordinance, including the establishment of procedures for:
- (1) The designation of appropriate bargaining units;
 - (2) The selection, certification, and decertification of exclusive representatives; and
 - (3) The filing, hearing, and determination of complaints of prohibited practices. This does not apply to negotiation impasses or grievances subject to the required negotiated grievance process.
- B. The Board shall:
- (1) Hold hearings and make inquiries necessary to carry out its functions and duties;
 - (2) Request from employers and labor organizations the information and data necessary to carry out the functions and responsibilities of the Board.
- C. The Board may issue subpoenas requiring, upon reasonable notice, the attendance and testimony of witnesses and the production of any evidence, including books, records, correspondence, or documents relevant to the matter in question. The Board may prescribe the form of the subpoena, but it shall adhere insofar as practicable to the form used in civil actions in the District Court. The Board may administer oaths and affirmations, examine witnesses, and receive evidence. Subject to the approval of funds, the Board may contract with a third party to assist it in carrying out its functions.
- D. The Board shall decide all issues by majority vote and shall issue its decisions in the form of written orders and opinions. The decisions of the Board on interpretation and applications of the chapter are final and binding on the parties subject to the appeal process provided in § 48-20. The Board's hearing authority does not apply to negotiation impasses or issues dealing with the collective bargaining agreement where a grievance procedure has been negotiated for that purpose by the parties as required by law.

- E. The Board has the power to enforce provisions of the City of Las Vegas Labor Management Relations Ordinance and the Board's Labor Management Relations Rules and Regulations through the imposition of appropriate administrative remedies.
- F. The Board shall have no power to promulgate policy other than for its own operation.
- G. No rule or regulation promulgated by the Board shall require, directly or indirectly, as a condition of continuous employment, any employee covered by the Labor Management Relations Ordinance to pay money to any labor organization that is certified as an exclusive representative. This issue of fair share shall be a permissive as opposed to a mandatory subject of bargaining between the employer and the exclusive representative.

§ 48-9. Hearing procedures.

- A. The Board may hold hearings for the purposes of:
 - (1) Information gathering and inquiry;
 - (2) Adopting rules and regulations; and
 - (3) Adjudicating disputes and enforcing the provisions of the Labor Management Relations Ordinance, and rules and regulations adopted pursuant to the ordinance.
- B. The Board shall adopt regulations setting forth procedures to be followed during hearings of the Board. Such regulations shall meet minimal due process requirements of the state and federal constitution.
- C. Proceedings against the party alleged to have committed a prohibited practice shall be commenced by service upon it and the Board of a written notice together with a copy of the charges and relief requested.
- D. All adopted rules and regulations shall be filed in accordance with applicable laws.
- E. A verbatim record made by electronic or other suitable means shall be made of every rulemaking and adjudicatory hearing. The record shall not be transcribed unless required for judicial review or unless ordered by the Board. The party requesting the transcript shall pay for the transcription. In the case of judicial review, the payment shall be made by the party filing the appeal.

- F. Each party to a prohibited labor practice shall bear the cost of producing its own witnesses and paying its representative for hearings under this chapter.
- G. No regulation proposed to be adopted by the Board that affects any person or governmental entity outside of the Board and its staff shall be adopted, amended, or repealed without public hearing and comment on the proposed action before the Board. The public hearing shall be held after notice of the subject matter of the regulation, the action proposed to be taken, the time and place of the hearing, the manner in which interested persons may present their views, and the method in which copies of the proposed regulation, proposed amendment, or repeal of an existing regulation may be obtained. All meetings shall be held at a City facility. Notice shall be published once at least 30 days prior to the hearing date in a newspaper of general circulation in the City of Las Vegas, and notice shall be mailed at least 30 days prior to the hearing date to all persons who have made a written request for advance notice of hearings.

§ 48-10. Appropriate bargaining units.

- A. The Board shall, upon receipt of a petition for a representation election filed by a labor organization, designate the appropriate bargaining unit. Appropriate bargaining units shall be established on the basis of occupational groups or clear and identifiable community of interest in employment terms, employment conditions, and related personnel matters among the employees involved. Occupational groups shall generally be identified as blue collar, secretarial clerical, technical, para-professional, professional, corrections, firefighters, and police officers. Department, craft, or trade designations other than as specified above shall not determine bargaining units. The parties, by mutual agreement and approval of the Board, may further consolidate occupational groups. The essential factors in determining appropriate bargaining units shall include the principles of efficient administration of government, the history of collective bargaining, and the assurance to employees of their rights guaranteed by the chapter.
- B. If the labor organization and the employer cannot agree on the appropriate bargaining unit within 30 days, the Board shall hold a hearing concerning the composition of the bargaining unit. Any agreement as to the appropriate bargaining unit between the employer and the labor organization is subject to the approval of the Board.

- C. The Board shall not include in any appropriate bargaining unit probationary, supervisory, managerial, or confidential employees.

§ 48-11. Elections.

- A. Whenever, in accordance with regulations prescribed by the Board, a petition is filed by a labor organization containing the signatures of at least 30% of the employees in an appropriate bargaining unit, the Board shall post a notice to affected employees regarding the filed petition and proceed with the process for conducting a secret ballot representation election.
- B. Once a labor organization has filed a petition with the Board requesting a representation election, other labor organizations may seek to be placed on the ballot. Any labor organization may file a competing petition containing the signatures of not less than 30% of the employees in the appropriate bargaining unit no later than 10 calendar days after the Board has posted a written notice that a petition for a representation election has been filed by a labor organization.
- C. All representation elections shall include the option for "no representation," except in a runoff election where the choice of "no representation" was not one of the two choices that received the highest votes.
- D. In the event of an election with two or more labor organizations on the ballot and none of the choices on the ballot received a majority of the votes cast, then a runoff election shall be held within 15 calendar days. The choices on the runoff election shall consist of the two choices which received the greatest number of votes in the original election.
- E. A valid election requires that at least 40% of the eligible employees in an appropriate bargaining unit cast a vote. In an election with only one labor organization, and the majority of the votes cast are in favor of representation, the Board shall certify that labor organization as the exclusive representative for all the employees in the bargaining unit.
- F. No election shall be conducted if an election has been conducted in the twelve-month period immediately preceding the proposed representation election. No election shall be held during the term of an existing collective bargaining agreement, except as provided in § 48-13B of this chapter, or after the expiration of the third year of a collective bargaining agreement with a term of more than three years.

- G. Election disputes shall be resolved by the Board.
- H. As an alternative to the provisions of Subsection A of this section, the employer and a labor organization with a reasonable basis for claiming to represent a majority of the employees in an appropriate bargaining unit may establish an alternative appropriate procedure for determining majority status. The procedure may include a labor organization's submission of authorization cards from a majority of the employees in an appropriate bargaining unit. The local board shall not certify an appropriate bargaining unit if the employer objects to the certification without an election.

§ 48-12. Exclusive representation.

A labor organization that has been certified by the Board as the exclusive representative for employees in an appropriate bargaining unit shall represent all employees in the bargaining unit. The exclusive representative shall act for all employees in the bargaining unit and negotiate a collective bargaining agreement covering all employees in the bargaining unit. The exclusive representative shall represent the interests of all employees in the bargaining unit without discrimination or regard to membership or nonmembership in the labor organization. The existence of an exclusive bargaining representative shall not prevent employees from taking their grievances through the grievance process or filing prohibited practices with the Board. Any settlement of a grievance or relief given on a prohibited practice brought by an individual shall not be inconsistent with or in violation of the collective bargaining agreement in effect between the employer and the exclusive representative or inconsistent with or in violation of a memorandum of understanding between the employer and the exclusive representative applicable to the day-to-day administration of the collective bargaining agreement. The exclusive representative shall be afforded the opportunity to be present at such hearings and make its views known.

§ 48-13. Decertification of exclusive representative.

- A. Any member of a labor organization or the labor organization itself may initiate decertification of a labor organization as the exclusive representative if 30% of the employees in the appropriate bargaining unit make a written request to the Board for a decertification election. A decertification election shall be valid only if at least 40% of the eligible employees in the bargaining unit vote in the election.

- B. When there is a collective bargaining agreement in effect, a request for a decertification election shall be made to the Board no earlier than 90 days and no later than 60 days before the expiration of the collective bargaining agreement; provided, however, that a request for a decertification election may be filed at any time after the expiration of the third year of a collective bargaining agreement with a term of more than three years.
- C. When, within the time period prescribed in Subsection B of this section, a competing labor organization files a petition containing signatures of at least 30% of the employees in the appropriate bargaining unit, a representation election rather than a decertification election shall be conducted.
- D. When an exclusive representative has been certified but no collective bargaining agreement is in effect, the Board shall not accept a request for a decertification election earlier than 12 months subsequent to a labor organization's certification as the exclusive representative.

§ 48-14. Scope of bargaining.

- A. Except for retirement programs provided under the Public Employees Retirement Act,³ the parties shall bargain in good faith on all wages, hours, and other terms and conditions of employment and other issues agreed to by the parties. The parties shall enter into a written agreement covering employment relations regarding the issues agreed to in collective bargaining.
- B. Bargaining in good faith shall not require either party to agree to a proposal or to make a concession.
- C. The obligation to bargain collectively imposed by the Labor Management Relations Ordinance shall not be construed as authorizing employers and exclusive representatives to enter into any agreement that is in conflict with state statutes or federal statutes. In the event of conflict between the provision of any federal or state statutes and any agreement entered into by the employer and the exclusive representative, the former shall prevail.
- D. Payroll deduction of the exclusive representative's membership dues shall be a mandatory subject of bargaining if either party chooses to negotiate the issue. The amount of dues shall be certified in writing by an official of the labor organization and

3. Editor's Note: See NMSA 1978, § 10-11-1 et seq.

shall not include special assessments, penalties, or fines of any type levied by the exclusive representative. During the time that a Board certification is in effect for a particular exclusive representative, the employer shall not deduct dues for any other labor organization from members of the same bargaining unit.

- E. Any agreement or impasse resolution by the employer and an exclusive representative that requires the expenditure of funds shall be contingent upon the specific appropriation of funds by the governing body and the availability of funds to fund the agreed upon provision. An arbitrator's decision shall not require the reappropriation of funds.
- F. The parties have a requirement that a grievance procedure culminating with final and binding arbitration be negotiated. This applies only to grievances and the interpretation and application of the agreement between the parties and does not apply to negotiation impasses. The parties shall share the cost of any proceedings conducted pursuant to this subsection equally. Each party is responsible for paying any cost related to its witnesses and representation.
- G. Fair share is a permissive subject of bargaining. **[Added 5-20-2015 by Ord. No. 15-05]**

§ 48-15. Negotiations and impasse resolution.

- A. The following meetings shall be closed:
 - (1) Meetings for the discussion of collective bargaining strategy between the governing body and the employer's negotiating team preliminary to negotiations sessions;
 - (2) Collective bargaining sessions; and
 - (3) Consultations and impasse resolution procedures at which the employer and/or the exclusive representative of the appropriate bargaining unit are present.
- B. The following negotiation procedures shall apply to the employer and exclusive representatives:
 - (1) The negotiations for the first contract shall be opened upon written notice by either party to the other requesting that negotiating sessions be scheduled. Subsequent requests for negotiations shall be postmarked no earlier than 120 days nor later than 60 days prior to the contract ending date or as

negotiated by the parties. The parties may open negotiations at any time by mutual agreement.

- (2) All negotiations will be conducted in closed sessions. Negotiations will be held at a facility and at a time mutually agreed upon by the parties.
 - (3) Recesses and study sessions may be called by either team. Prior to the conclusion of any negotiating sessions, the reconvening time will be agreed upon. Caucuses may be taken as needed.
 - (4) Tentative agreements reached during negotiations will be reduced to writing, dated, and initialed by each team spokesperson. Such tentative agreements are conditional and may be withdrawn should later discussion change either party's understanding of the language as it related to another part of the agreement.
 - (5) Agreement on contract negotiations is accomplished when the Union President and the City Manager sign the agreement. Provisions in multiyear agreements providing for economic increases for subsequent years shall be contingent upon the governing body appropriating the funds necessary to fund the increase for the subsequent year(s). Should the governing body not appropriate sufficient funds to fund the agreed upon increase, either party may reopen negotiations.
- C. The following impasse procedure shall be followed by the employer and exclusive representative:
- (1) If an impasse occurs, either party shall request mediation assistance. If the parties cannot agree on a mediator, either party may request the assistance of the federal mediation and conciliation service.
 - (2) If the impasse continues after 30 calendar days, either party may request an unrestricted list of seven arbitrators from the federal mediation and conciliation service. The parties shall choose one arbitrator by alternately striking names from such list. Which party strikes the first name shall be determined by coin toss. The arbitrator shall render a final, binding, written decision resolving unresolved issues no later than 30 calendar days after the arbitrator has been notified of his or her selection by the parties. The arbitrator's decision shall be limited to a selection of one of the two parties' complete, last, best offer. However, an impasse resolution decision of an

arbitrator or an agreement provision by the employer and an exclusive representative that requires the expenditure of funds shall be contingent upon the specific appropriation of funds by the governing body and the availability of funds. An arbitrator's decision shall not require the employer to reappropriate funds. The parties shall share all of the arbitrator's costs incurred pursuant to this subsection equally. Each party shall be responsible for paying any costs related to its witnesses and representation. The decision shall be subject to judicial review pursuant to the standards set forth in the Uniform Arbitration Act.⁴

- (3) In the event that an impasse continues after the expiration of a contract, the existing contract will continue in full force and effect until it is replaced by a subsequent written agreement. However, this shall not require the employer to increase any employees' levels, steps, or grades of compensation contained in the existing contract.

§ 48-16. Prohibited practices of employers.

A. A public employer or its representative shall not:

- (1) Discriminate against an employee with regard to terms and conditions of employment because of the employee's membership in a labor organization;
- (2) Interfere with, restrain, or coerce any employee in the exercise of any right guaranteed under the Labor Management Relations Ordinance;
- (3) Dominate or interfere in the formation, existence, or administration of any labor organization;
- (4) Discriminate in regard to hiring, or any term or condition of employment in order to encourage or discourage membership in a labor organization;
- (5) Discharge or otherwise discriminate against an employee because the employee has signed or filed an affidavit, petition, grievance, or complaint or given any information or testimony under the provisions of the Labor Management Relations Ordinance or because an employee is forming, joining, or choosing to be represented by a labor organization;

4. Editor's Note: See NMSA 1978, § 44-7A-1 et seq.

- (6) Refuse to bargain collectively in good faith with the exclusive representative;
 - (7) Refuse or fail to comply with any provisions of the Labor Management Relations Ordinance, Board regulations, or the Public Employee Bargaining Act;⁵ or
 - (8) Refuse or fail to comply with any collective bargaining agreement. This issue is subject to the required grievance procedure negotiated by the parties.
- B. During the negotiation and the impasse procedure, City Council and management employees are prohibited from negotiating issues which are the subject of negotiations and from making any offers, commitment, or promise whatsoever to employees or the exclusive representative, other than through the appointed City negotiating team. It is the intent of this language that the integrity of the negotiating process be maintained. All negotiations and concessions shall occur only between the respective appointed negotiating teams.

§ 48-17. Prohibited practices of employees and labor organizations.

- A. An employee, a labor organization, or its representative shall not:
- (1) Discriminate against an employee with regard to labor organization membership because of race, color, religion, creed, age, disability, sex, or national origin;
 - (2) Solicit membership for an employee or labor organization during the employee's duty hours. This does not include the work breaks or lunch periods;
 - (3) Restrain or coerce any employee in the exercise of any right guaranteed by the provisions of the Labor Management Relations Ordinance;
 - (4) Refuse to bargain collectively in good faith with the employer;
 - (5) Refuse or fail to comply with any collective bargaining agreement with the employer. This issue is subject to the required negotiated grievance procedure negotiated by the parties;
 - (6) Refuse or fail to comply with any provision of the Labor Management Relations Ordinance;

5. Editor's Note: See NMSA 1978, § 10-7E-1 et seq.

- (7) Picket homes or private businesses of employees, appointed individuals, or elected officials of the City of Las Vegas;
 - (8) Restrain or coerce the employer in the selection of its agent for bargaining.
- B. During the negotiation and the impasse procedure, the employees, the exclusive representative or any of its employees are prohibited from negotiating issues which are the subject of negotiations with anyone other than the appointed City negotiating team. It is the intent of this language that the integrity of the negotiating process be maintained. All negotiations and concessions shall occur only between the respective appointed negotiating teams.

§ 48-18. Strikes and lockouts prohibited.

- A. No employee or labor organization shall engage in a strike. No labor organization shall cause, instigate, encourage, or support a strike. The employer shall not cause, instigate, or engage in an employee lockout.
- B. The employer may apply to the District Court for injunctive relief to end a strike, and an exclusive representative of public employees affected by a lockout may apply to the District Court for injunctive relief to end a lockout.
- C. The Board, upon a clear and convincing showing of proof at a hearing that a labor organization directly caused or instigated an employee strike, may impose appropriate penalties on that labor organization, up to and including decertification of the labor organization with respect to any of its bargaining units which struck as a result of such causation or instigation. A "strike" means an employee's refusal, in concerted action with other employees, to report for duty or his willful absence or withholding of service in whole or in part from the full, faithful, and proper performance of the duties of employment for the purpose of inducing, influencing, or coercing a change in the working conditions, compensation, rights, privileges, or obligations of employment.

§ 48-19. Agreements valid and enforceable.

All collective bargaining agreements and other agreements between the employer and exclusive representative are valid and enforceable according to their terms when entered into in accordance with the provisions of this Labor Management Relations Ordinance.

§ 48-20. Judicial enforcement; standards of review.

- A. The Board may request the District Court to enforce any order issued pursuant to the Labor Management Relations Ordinance, including those for appropriate temporary relief and restraining orders. The Court shall consider the request for enforcement on the record made before the Board. The Court shall uphold the action of the Board and take appropriate action to enforce it unless the Court concludes that the order is:
- (1) Arbitrary, capricious, or an abuse of discretion;
 - (2) Not supported by substantial evidence on the record considered as a whole; or
 - (3) Otherwise not in accordance with law.
- B. Any person or party, including any labor organization, affected by a final regulation, order, or decision of the Board, may appeal to the District Court for further relief. All such appeals shall be based upon the record made at the Board hearing. All such appeals to the District Court shall be taken within 30 calendar days of the date of the final regulation, order, or decision of the Board. Actions taken by the Board shall be affirmed unless the Court concludes that the action is:
- (1) Arbitrary, capricious, or an abuse of discretion;
 - (2) Not supported by substantial evidence on the record taken as a whole; or
 - (3) Otherwise not in accordance with law.

§ 48-21. Severability.

If any part or application of the City of Las Vegas Labor Management Relations Ordinance is held invalid, the remainder or its application to other situations or persons shall not be affected.

§ 48-22. Effective date.

The effective date of the City of Las Vegas Labor Management Relations Ordinance is December 26, 2005.

Regular
CITY COUNCIL MEETING AGENDA REQUEST

DATE: 07/22/20 **DEPT:** City Attorney

MEETING DATE: 08/12/20

ITEM/TOPIC: Publication of Ordinance No. 20-07 to amend the Code of the City of Las Vegas, Chapter 148 Section 5, Subsection I, entitled "Fees".

ACTION REQUESTED OF COUNCIL: Approval/Disapproval to publish Ordinance No. 20-07 to amend the Code of the City of Las Vegas, Chapter 148 Section 5, Subsection I, entitled "Fees".

BACKGROUND/RATIONALE: Vacant buildings throughout the City are being neglected and are not being maintained according to the City Ordinances. This creates a negative impact on the community and can result in increased expenditures. In order to maintain the public health, safety and welfare of the community, and also to maintain an accurate registration of all vacant commercial buildings, the City will be enforcing the vacant building maintenance license ordinance and updating fees to reflect the fees of other municipalities in New Mexico.

STAFF RECOMMENDATION:

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:



WILLIAM TAYLOR, CITY MANAGER



SCOTT AARON, CITY ATTORNEY
(ALL CONTRACTS, ORDINANCES
AND RESOLUTIONS MUST BE
REVIEWED)



DOMINIQUE CHAVEZ
FINANCE DIRECTOR, Interim
(PROCUREMENT)

CITY OF LAS VEGAS, NEW MEXICO
Ordinance No. 20-07

AN ORDINANCE TO AMEND the Code of the City of Las Vegas, Chapter 148 Section 5, Subsection I, entitled “Fees”. This Ordinance is enacted pursuant to Sections 2.02 of the City of Las Vegas Municipal Charter, and is an exercise of the City of Las Vegas home rule powers.

BE IT ENACTED by the Governing Body of the City of Las Vegas as follows:

Section 1. Chapter 148 Section 5, Subsection I, entitled “Fees”, of the Code of the City of Las Vegas is hereby amended to read as follows:

§148-5(I). Fees.

(1) Property zoned as commercial, business, or industrial. A nonrefundable fee of \$50 shall be charged for processing each application for a vacant building maintenance license and for each application for any renewal of a vacant building maintenance license. A separate application shall be completed for each noncontiguous structure, excluding accessory and appurtenant structures to the main structure. Upon the City’s first approval of a property’s vacant building maintenance license, a license fee of \$300 shall be paid by the property’s owners to, and received by, the City as a pre-condition to the license being issued to the property’s owner(s). Upon the City’s second approval of a property’s vacant building maintenance license, a license fee of \$500 shall be paid by the property’s owners to, and received by, the City as a pre-condition to the license being issued to the property’s owner(s). Upon the City’s third or subsequent approval of a property’s vacant building maintenance license, a license fee of \$1,000 shall be paid by the property’s owners to, and received by, the City as a pre-condition to the license being issued to the property’s owner(s).

(2) Property zoned as anything other than commercial, business or industrial. A nonrefundable fee of \$50 shall be charged for processing each application for a vacant building maintenance license and for each application for any renewal of a vacant building maintenance license. A separate application shall be completed for each noncontiguous structure, excluding accessory and appurtenant structures to the main structure. Upon the City’s first approval of a property’s vacant building maintenance license, a license fee of \$150 shall be paid by the property’s owners to, and received by, the City as a pre-condition to the license being issued to the property’s owners. Upon the City’s second approval of a property’s vacant building maintenance license, a license fee of \$200 shall be paid by the property’s owners to, and received by, the City as a pre-condition to the license being issued to the property’s owners. Upon the City’s third or subsequent approval of a property’s vacant building maintenance license, a license fee of \$300 shall be paid by the property’s owners to, and received by, the City as a pre-condition to the license being issued to the property’s owners.

Section 3. Severability. The provisions of this ordinance are declared to be severable, and if any portion of this ordinance, for any reason, is held to be invalid or unconstitutional by a court of

competent jurisdiction, such decision shall not affect the validity of the remaining portion of this ordinance.

Section 4. Effective Date. This ordinance shall become effective upon the execution by the Mayor and the affirmative vote of the majority of the Governing Body.

PASSED, ADOPTED and ENACTED this _____ day of August, 2020.

Mayor Louie A. Trujillo

ATTEST:

Reviewed and approved as to legal sufficiency only:

Casandra Fresquez, City Clerk

Scott Aaron, City Attorney

§ 148-5. Vacant building maintenance license; maintenance standards for vacant buildings.

- A. Application. Application for a vacant building maintenance license shall be made on a form provided by the City Manager and verified by the owner.
- B. Inspection.
 - (1) Inspection by City. The City Manager shall cause an inspection of the premises for the purpose of determining that it will be safe for entry by firefighters and police officers in time of emergency, and that the building complies with the vacant building maintenance standards set forth in § 148-5D. If the building does not so comply, the City Manager or designee shall promptly specify the deficiencies and may specify the time for completion of the work. The City Manager may conditionally grant a license while the owner completes the work necessary for the building to comply with the standards set forth in § 148-5D.
 - (2) Inspection by Assessor's Office. The City Manager shall coordinate an inspection of the premises with the San Miguel County Assessor's Office for the purpose of determining proper valuation and assessment of stored materials.
- C. Issuance. The City Manager or designee shall issue a vacant building maintenance license on being satisfied after having inspected the building that the building is in compliance with the vacant building maintenance standards set forth in § 148-5D; otherwise, the City Manager or designee shall deny the license or may conditionally grant the license while the owner completes the work necessary to comply with the standards.
- D. Vacant building maintenance standards.
 - (1) Building openings. Doors, windows, areaways and other openings are weathertight and secured against entry by birds, vermin and trespassers. Missing or broken doors, windows and opening coverings must be replaced or covered with one-half-inch CDX plywood, painted grey, weather protected, and tightly fitted to the opening and secured by screws or bolts.
 - (2) Roofs. The roof and flashings are sound, tight, will not admit moisture, and drained to prevent dampness or deterioration in the walls or interior.

- (3) Drainage. The building storm drainage system is adequately sized, installed in an approved manner, functional and discharged in an approved manner.
- (4) Building structure. The building is maintained in a good repair, structurally sound, free from debris, rubbish and garbage, and sanitary, so as not to pose a threat to the public health or safety.
- (5) Structural members. The structural members are free of deterioration and capable of safely bearing imposed dead and live loads.
- (6) Foundation walls. The foundation walls are plumb, free from open cracks and breaks, and verminproof.
- (7) Exterior walls. The exterior walls are free of holes, breaks, and loose or rotting materials. Exposed metal and wood surfaces are protected from the elements and against decay or rust by application of weather-coating materials, such as paint or similar surface treatment as needed or determined by the City Manager or designee.
- (8) Decorative features. The cornices, belt courses, corbels terra cotta trim, wall facings and similar decorative features are safe, anchored, and in good repair. Exposed metal and wood surfaces are protected from the elements and against decay or rust by application of weather-coating materials, such as paint or similar surface treatment as needed or determined by the City Manager or designee.
- (9) Overhanging extensions. All balconies, canopies, marquees, signs, metal awnings, stairways, fire escapes, standpipes, exhaust ducts and similar features are in good repair, anchored, safe and sound. Exposed metal and wood surfaces are protected from the elements and against decay or rust by application of weather-coating materials, such as paint or similar surface treatment as needed or determined by the City Manager or designee.
- (10) Chimneys and towers. Chimneys, cooling towers, smokestacks, and similar appurtenances are structurally safe. Exposed metal and wood surfaces are protected from the elements and against decay or rust by application of weather-coating materials, such as paint or similar surface treatment as needed or determined by the City Manager or designee.

- (11) Sidewalk openings. Openings in sidewalks are safe for pedestrian travel. Sidewalks are kept free of snow, ice and debris.
- (12) Accessory and appurtenant structures. Accessory and appurtenant structures such as garages, sheds, and fences are free from safety, health, and fire hazards.
- (13) Premises. The premises on which a structure is located is clean, safe and sanitary and does not pose a threat to the public health or safety.
- (14) External appearance. The external appearance of the structure and premises shall be maintained in such a manner that the vacant building will not be unreasonably detrimental to property values or the character of the neighborhood as determined by the City Manager or designee.

E. Insurance.

- (1) Certificate of insurance. Upon application for a vacant building maintenance license, the owner shall provide a certificate(s) of insurance for commercial liability, if a commercial building; a certificate of insurance for personal, premises or both types of liability insurance; and a fire legal endorsement, if applicable.

F. Designation of local agent.

- (1) In addition to other information required by the City Manager, the application shall include the name, street address and telephone number of a natural person 21 years of age or older, designated by the owner or owners as the authorized agent for receiving notices of code violations and for receiving process, in any court proceeding or administrative enforcement proceeding, on behalf of such owner or owners in connection with the enforcement of this chapter. This person must maintain an office in San Miguel County, New Mexico, or must actually reside within San Miguel County, New Mexico. An owner who is a natural person and who meets the requirements of this subsection as to location of residence or office may designate himself as agent. By designating an authorized agent under the provisions of this subsection, the owner is consenting to receive all legal notices regarding the vacant building. The agent's designation for the purposes of this subsection continues until the owner notifies the appropriate department

or division thereof of a change of authorized agent or until the owner files an application for a renewal of the vacant building maintenance license.

- (2) Any owner who fails to register a vacant building under the provisions of this chapter shall be deemed to consent to receive, by posting at the building and by regular mail to the owner's address of record in the San Miguel County Assessor's Office, any and all notices of code violations and all process in an administrative proceeding brought to enforce code provisions concerning the building.

G. Procedure for renewal.

- (1) At the time of application for a renewal of a vacant building maintenance license, the owner may arrange with the City Manager or designee for the inspection of the building, its premises and interior. If the owner fails or refuses to consent to and arrange for an inspection, the application for renewal shall be denied. The City Manager or designee shall renew a vacant building maintenance license on being satisfied after having inspected the building that the building is in compliance with the vacant building maintenance standards set forth in § 148-5D; otherwise the City Manager shall deny renewal.
- (2) The license renewal shall be for one year, which renewal shall run from the date of expiration of the previously issued or renewed license.

H. Multiple year renewals. It is the policy of the City that multiple year renewals of a vacant building maintenance license are generally discouraged. An exception to this policy is recognized in circumstances where it would not be feasible to promptly lease, repair or restore a building and it would not be desirable to raze the building. Included in this exception are historical buildings, landmarks, buildings in redevelopment areas, and other properties that are subject to unique factors or conditions that require special consideration.

I. Fees.

- (1) Commercial, business, industrial zoned property. A nonrefundable fee of \$50 shall be charged for processing each vacant building maintenance license and for each application for any renewal of a vacant building maintenance license. A separate application shall be completed for each

noncontiguous structure, excluding accessory and appurtenant structures to the main structure. Upon approval of any vacant building maintenance license or approval of any renewal of any vacant building maintenance license, a license fee of \$300 shall be paid as a condition of the license or renewal thereof. All fees and penalties assessed pursuant to this chapter shall be dedicated to the City's Abatement Fund or similar fund.

- (2) Agricultural, residential zoned property. A nonrefundable fee of \$25 shall be charged for processing each vacant building maintenance license and for each application for any renewal of a vacant building maintenance license. A separate application shall be completed for each noncontiguous structure, excluding accessory and appurtenant structures to the main structure. Upon approval of any vacant building maintenance license or approval of any renewal of any vacant building maintenance license, a license fee of \$150 shall be paid as a condition of the license or renewal thereof. All fees and penalties assessed pursuant to this chapter shall be dedicated to the City's Abatement Fund or similar fund.

Regular
CITY COUNCIL MEETING AGENDA REQUEST

DATE: 7/29/20

DEPT: CD

MEETING DATE: 8/12/20

ITEM/TOPIC: Mainstreet Annual Contract

ACTION REQUESTED OF COUNCIL: Approve/Disapprove

BACKGROUND/RATIONALE: 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.

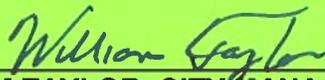
STAFF RECOMMENDATION: Approval

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:


WILLIAM TAYLOR, CITY MANAGER


SCOTT AARON, CITY ATTORNEY
(ALL CONTRACTS, ORDINANCES
AND RESOLUTIONS MUST BE
REVIEWED)


FINANCE DIRECTOR, *In Person*
(PROCUREMENT)



Approval Form

Date Submitted 7/6/20

Department Submitting: Community Development Submitter Robert Archuleta

Date Re-Submitted after Changes: _____

Documents To Be Reviewed: Legal Boiler Plate for MainStreet. Scope of Work Already approved by Legal. Deadline: 7/8/20

Upon Completion and Approval of Review: *(Please indicate here if you want to pick-up your documents after step 1 is approved or have them delivered for you to the next approving step):*

Return to Robert

Comments: _____

The following is the approval order: *(Please circle either approved or disapproved)*

Approved / **Disapproved:** *(Reason for Disapproval):* _____

Changes: _____ Date: _____

Scott Aaron _____ Date 7/7/2020
Scott Aaron, City Attorney Review

Approved / **Disapproved:** *(Reason for Disapproval):* _____

Dominic Chavez _____ Date 7/2/2020
Finance Director (Deputy)

Approved / **Disapproved:** *(Reason for Disapproval):* _____

William Taylor _____ Date 7-7-2020
William Taylor, City Manager

Picked Up By *(after CA review):* [Signature] Date: 7-7-20

Hand Delivered By: _____ Date: _____

(1) Received By: [Signature] Dept: Finance Date: 7-7-2020

(2) Received By: [Signature] Dept: Executive Date: 7-7-2020

(3) Final Pick Up By: _____ Dept: _____ Date: _____

Professional Services Contract

Between the City of Las Vegas, New Mexico
And

MainStreet de Las Vegas

This Professional Services Contract ("Contract") is hereby made and entered into by and between the City of Las Vegas, a New Mexico home-rule municipality (hereinafter " City") and Mainstreet de Las Vegas (hereinafter" Contractor") on this _____ day of July, 2020.

RECITALS

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; and

WHEREAS, the City commits financial support through June 30, 2021, prorated on a quarterly or project completion basis in an amount during contract period not to exceed Thirty Thousand Dollars (\$30,000.00) and in-kind services not to exceed Five Thousand 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; and

WHEREAS, Contractor desires to provide such services under the terms and conditions of this Contract.

Now, therefore, it is hereby mutually agreed by and between the parties that the Recitals and any exhibits are incorporated herein by reference, and Contractor shall perform the scope of work as attached as Exhibit A to this contract.

1. Term. This Contract shall be effective from the date it is fully executed through June 30, 2021, unless otherwise terminated pursuant to the termination provision herein. This Contract shall not be effective until approved by the City Council and signed by the Mayor or designee.

2. Completion Schedule. Contractor shall complete the tasks identified in the Scope of Work no later than June 30, 2021.

3. Compensation and Payment Schedule. The City shall pay Contractor on a timely basis as follows:

A. The City shall pay Contractor for services satisfactorily rendered in an amount not to exceed a total of Thirty Thousand Dollars (\$30,000). The total amount payable to the Contractor under this agreement shall not exceed thirty thousand dollars (\$30,000.00).

B. Such amount shall be paid to the Contractor upon receipt by the City of an invoice for monthly payment as determined by the budgetary and fiscal guidelines of the City and on the condition that the Contractor has accomplished the scope of services outlined herein, to the satisfaction of the City. Payments shall be made to the Contractor within thirty days after the City certifies its acceptance of the Work in writing. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the contractor at the rate of one and one-half percent per month.

C. No further amount(s) shall be available under this Contract unless authorized by City Council resolution and embodied in written amendment to this Contract executed prior to the additional work being performed.

D. Subject to the requirements of Paragraph (C), the City acknowledges that if it requests services outside the Scope of Work, Contractor will bill for these services at rates ranging from fifty dollars per hour (\$50.00) to seventy five dollars per hour (\$75.00) including gross receipts tax, depending on the experience of the individual providing the requested services.

4. Termination.

A. In addition to any other remedy provided by law, the City may terminate this Contract by written notice delivered to the Contractor or his agent in any of the following circumstances:

i. If the Contractor is in default in the performance of any term, condition or covenant of this Contract, and if the Contractor does not cure the default within five (5) working days after notice, or, if the default is of such nature that it cannot be cured completely within the five (5) day period; or

ii. If the Contractor fails to furnish a certificate of insurance within the time required by this Contract.

B. The Contractor may terminate this Contract if the City is in default in the performance of any material term, condition or covenant of this Agreement and if the City does not cure the default within ten (10) days after notice, or, if the default is of such nature that it cannot be cured completely within the ten (10) day period.

C. In no event shall termination of this Contract nullify obligations of either party prior to the effective date of termination.

5. Contractor Independent from City. Nothing in this Contract is intended or will be construed in any way as creating or establishing any partnership, joint venture or association or to make the

Contractor an agent, representative or employee of the City for any purpose or in any manner whatsoever. The Contractor is and will remain a separate entity, related to the City only by the provision and conditions of this Contract. The Contractor, its agents, employees or subcontractors are not employees or agents of the City for any purpose whatsoever. The Contractor shall have the exclusive right to direct and control the activities and services performed by its personnel and any and all sub-contractors. The Contractor and its agents, employees or subcontractors are not entitled to any of the benefits of the employees of the City, including without limitation Unemployment Compensation Law and Worker's Compensation coverage or benefits.

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

7. Subcontracting. The Contractor shall not subcontract any portion of the services to be performed under this Contract, unless specified herein or with the prior written approval by the City.

8. Assignment. The Contractor shall not assign or transfer any interest in the Contract, or assign any claims for money due, or to become due, under this Contract without the prior written approval of the City.

9. Taxes. Contractor acknowledges that he, and he alone, shall be liable for and shall pay to the New Mexico Taxation and Revenue Department, the applicable gross receipts taxes on all monies paid to him under this Contract and the City shall have no liability for payment of such tax. Contractor also acknowledges that he, and he alone, shall be liable to the State or Federal Governments and/ or their agencies for corporate, income and self-employment taxes required by the law and that the City shall have no liability for payment of such taxes or amounts.

10. Business Insurance Requirements.

A. Contractor will provide and maintain its own insurance, to include liability insurance for the work described in this Agreement, in amounts acceptable to industry standards so long as this Contract is in effect. Policies of insurance will be written by companies authorized to write such insurance in New Mexico, and policies of insurance will be on forms properly filed and approved by the Superintendent of Insurance, State of New Mexico.

B. If the Contractor subcontracts any part of its obligations under this Contract, the Contractor will include any or all such subcontractors on its insurance policies or require such subcontractors to secure the insurance coverage required by the City.

C. The Contractor shall furnish certificates of insurance to the City and shall deliver the certificates to the City Manager, 1700 North Grand Ave. Las Vegas, New Mexico, 87701.

D. The Contractor shall not begin any activities in furtherance of this Contract until the required insurance has been obtained and proper certificates of insurance delivered to the City Administrator. Neither approval nor failure by the City to disapprove insurance or certificates of insurance will relieve the Contractor of full responsibility to maintain the required insurance in full force and effect.

11. Workers' Compensation Insurance. The Contractor will comply with the applicable provisions of the New Mexico Workers' Compensation Act, the Subsequent Injury Act, and the New Mexico Occupational Disease Disablement Law. If any portion of the activities are to be subcontracted, the Contractor will require the subcontractor similarly to provide such coverage (or qualify as a self-insured) for all the latter's employees to be engaged in such activities. The Contractor covenants and agrees that the City, its officers, or employees will not be liable or responsible for any claims or actions occasioned by the Contractor's failure to comply with the provisions of this Paragraph and that the indemnification provision of this Contract will apply to this Paragraph.

12. Indemnification. Contractor agrees to indemnify and hold harmless the City, its elected officials, agents and employees from any and all claims, suits and causes of action which may arise from his performance under this Contract unless specifically exempted by New Mexico law. Contractor further agrees to hold the City harmless from all claims for any injury or death sustained by Contractor, his employees, agents or other representatives while engaged in the performance of this Contract.

13. Release. Contractor agrees that upon final payment of the amount due under this Contract, Contractor releases the City from all liabilities, claims and/or obligations whatsoever arising from, or under this Contract.

14. Non Agency. Contractor agrees not to purport to bind the City to any obligation not specifically assumed herein by the City, unless the Contractor has expressed written approval and then only within the limits of that expressed authority.

15. Confidentiality. Any information learned, given to, or developed by Contractor in the performance of this Contract shall be kept confidential and shall not be made available or otherwise released to any individual or organization without the prior written approval of the City.

16. Conflict of Interest. Contractor warrants that it presently has no interest or conflict of interest and shall not acquire any interest or conflict of interest which would conflict with his performance of services under this Contract.

17. Non Discrimination. Contractor agrees that he, his employee(s) and or agent(s) shall comply with all federal, state and local laws regarding equal employment opportunities, fair labor standards, and other non-discrimination and equal opportunity compliance laws, regulations and practices.

18. Scope of Agreement, Amendment and Severability. This Contract contains the entire agreement and understanding between the City and Contractor with respect to the subject matter herein and all prior negotiations, writings, agreements and understandings are merged in and are superseded and cancelled by this Agreement. No statement, promise, or inducement made by the City or the Contractor, either written or oral, which is not contained in this Contract, is binding upon the City or Contractor. In the event that any word, phrase, section, portion or other part of this Contract is found and declared by a court of competent jurisdiction to be illegal, unenforceable or void (“Stricken Part”), this Contract shall continue in full force and effect without the Stricken Part.

19. Applicable law. This Contract shall be governed by the Laws of the State of New Mexico and the Ordinances, resolution, rules and regulations of the City.

20. Penalties for violation of law. The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

21. Conformance to Laws. The Contractor shall comply with all federal, state, county, municipal and other governmental statutes, ordinances, laws and regulations, now or hereafter enacted or amended, affecting City property or the services rendered under the Contract. Contractor acknowledges that the Procurement Code Section 13- 1- 28 through 13- 1- 199, NMSA 1978, Comp., as amended, imposes civil and criminal penalties for its violation. In addition, Contractor acknowledges that New Mexico criminal statutes impose felony penalties for illegal bribes, or gratuities.

22. Work Product. All work and work product produced under this Contract shall be and remain the exclusive property of the City and Contractor shall not use, sell, disclose or otherwise make available to anyone (individual, corporation or organization), other than the City, any such work or work product or copies thereof. If applicable, the provisions of Sec. 13- 1- 123(b), NMSA (1978) as amended shall apply. Further, Contractor shall not apply for, in its name or otherwise, any copyright, patent or other property right or exclusive right relating to the City' s work product.

23. New Mexico Tort Claims Act. Any liability incurred by the City in connection with this agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1 through 41-4-30. 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 provisions of the New Mexico Tort Claims Act.

24. 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.

25. Copy Effective as Original. A copy of this Contract shall have the same force and effect as the original.

26. Notices. All notices and communications required or permitted under this Agreement shall be in writing and shall be deemed given to, and received by, the receiving party: (i) when hand-delivered to the street address of the receiving party set forth below;(ii) when sent by facsimile transmission to the facsimile number of the receiving party set forth below; (iii) one (1) day after deposit with a national overnight courier addressed to the receiving party at the street address set forth below; or (iv) five (5) days after deposit in the U.S. mail, certified mail, return receipt requested, postage prepaid, addressed to the receiving party at the mailing address set forth below.

CITY OF LAS VEGAS

CONTRACTOR:

Approved By:

William Taylor,
City Manager

Stella Burciaga, President
MainStreet de Las Vegas

Date: _____

Date: _____

Attest:

Casandra Fresquez, City Clerk

Approved as to legal sufficiency only

Scott Aaron, City Attorney

Exhibit A
MainStreet de Las Vegas

Scope of Work
July 1, 2020 – July 30, 2021

MainStreet de Las Vegas (MSLV) shall provide to the City of Las Vegas the following:

The City of Las Vegas will appoint a designated Ex-Officio position seated as a non-voting member of the MainStreet de Las Vegas board as approved by the City of Las Vegas who will serve as the City of Las Vegas representative.

Maintain and update the MSLV website that includes the mission and goals of the organization, past and current projects, and new proposed planned projects.

Provide continued facilitation, technical assistance, and project-based revitalization to build sustainable and resilient areas of the downtown economic development areas of Las Vegas to include the Bridge Street/Plaza Park District, Sixth Street/Douglas Avenue District, and the Historic Railroad District based on MainStreet America's "Four Points Approach" including:

- economic vitality
- design
- organization
- promotion

Implement and manage façade and streetscape improvement projects that will include providing support and assistance for "Facade Squad" improvements to the exterior of vacant buildings for a minimum of three (3) buildings utilizing volunteers from the community.

Coordinate and conduct at minimum, three (3) downtown clean ups within the contract period for the Bridge Street/Plaza Park District, Sixth Street/Douglas Avenue District, and the Historic Railroad District.

Provide support to the City of Las Vegas in support of the Great Blocks project Phase I and Phase II including seeking cash match support for the City of Las Vegas by seeking financial support from private donors and support for grant writing for Phase III of the project.

Develop and implement a survey to the public organized by MSLV to survey residents and shoppers to determine their retail needs and shopping patterns as well as their general perceptions of downtown which will complement the inventory of the districts to determine marker gaps, identify existing businesses that do not meet customer needs, and identify the goods and services that residents feel the area lacks.

Develop and implement in partnership with New Mexico Highlands University and area businesses within the railroad district, one outdoor public event led by New Mexico Highlands University in collaboration with MainStreet de Las Vegas for students and the community.

Develop and implement a plan for the proper management of the garbage cans, trees, flower boxes, and other items located within the mainstreet districts in partnership with the City of Las Vegas to create a streamlined process for landscaping, beatification, and maintenance.

Research and update the MSLV districts building inventory and provide recommendations to the City of Las Vegas, Community Development Department on converting underused or unused commercial space into economically productive property for the districts.

Provide technical assistance to the City of Las Vegas, Community Development Department to facilitate projects listed on the adopted Metropolitan Redevelopment Plan otherwise known as the Downtown Action Plan with priority projects selected by the City of Las Vegas to include, but not limited to Great Blocks on Railroad, Gallinas Riverwalk, Wayfinding, vacant buildings, and buildings at risk and/or in need of significant repair.

Research and provide technical assistance to the City of Las Vegas regarding strategies to strengthen and enforce the existing Vacant Building Ordinance.

Educate and work with existing and potential building owners to assist with State Tax Credit applications for the restoration, renovation and re-use of buildings on buildings such as, but not limited to the Larson building on the corner of Railroad and East Lincoln, or other buildings at risk within the mainstreet districts.

Conduct research and provide recommended policy changes to the City of Las Vegas regarding ordinances pertaining to bike rack structures to be located on downtown sidewalks including design elements (as public art elements) and funding/sponsorship opportunities.

Regular
CITY COUNCIL MEETING AGENDA REQUEST

DATE: 6/27/20

DEPT: Public Works

MEETING DATE: 8/12/20

ITEM/TOPIC: Approval/ Disapproval of Resolution No. 20-48 assuring available matching funds and accepting the Municipal Arterial Program (MAP) Grant offer No.L4400525 amount being \$ 103,750.00 which is 25% of the total cost of \$415,000.00.

ACTION REQUESTED OF COUNCIL: Approve/Disapprove of Resolution No. 20-48 MAP grant offer administered by the New Mexico Department of Transportation (NMDOT).

BACKGROUND/RATIONALE: As part of the MAP Agreement submittal criteria for the NMDOT, it is required that a resolution of support from our Local Governing Body accompany the grant agreement for the Plan, Design, Construction, Reconstruction, Pavement Rehabilitation, Drainage Improvements, Construction Management, and Miscellaneous Construction on Mountain View Drive.

STAFF RECOMMENDATION: Approve Resolution No.20-48

COMMITTEE RECOMMENDATION: N/A

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



SUBMITTER'S SIGNATURE

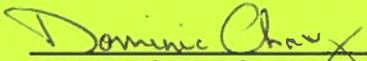
REVIEWED AND APPROVED BY:



WILLIAM TAYLOR, CITY MANAGER



SCOTT AARON, CITY ATTORNEY
(ALL CONTRACTS, ORDINANCES
AND RESOLUTIONS MUST BE
REVIEWED)



MARY ROMERO, FINANCE DIRECTOR
(PROCUREMENT) *Interim*

CITY OF LAS VEGAS, NEW MEXICO
Resolution No. 20-48

A RESOLUTION TO APPLY FOR AND ACCEPT THE GRANT OFFER FROM THE NEW MEXICO DEPARTMENT OF TRANSPORTATION (NMDOT) FOR MOUNTAIN VIEW DRIVE

WHEREAS, the City of Las Vegas (“City”) has applied to the New Mexico Department of Transportation (“NMDOT”) for a Municipal Arterial Program (MAP) grant for planning, designing, construction, reconstruction, pavement rehabilitation, drainage improvements, construction management, and miscellaneous construction; and

WHEREAS, the City expects to receive the Grant in a total amount of \$311,250.00 (“Grant”); and

WHEREAS, the City would have to contribute 25% (\$103,750.00) in order to receive the Grant of \$311,250.00 (75%) for a total amount of \$415,000.00 to include New Mexico gross receipts tax; and

WHEREAS, improvements are needed on Mountain View Drive for the safety and well being of the residents of Las Vegas, New Mexico; and

WHEREAS, the Grant will be used for road improvements on Mountain View Drive.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas that the recitals are incorporated herein by reference and the Governing Body accepts the Grant, agrees to contribute 25% of the Grant amount in order to obtain the Grant, and agrees to use the Grant for road improvements on Mountain View Drive.

APPROVED AND ADOPTED this ____ day of August, 2020.

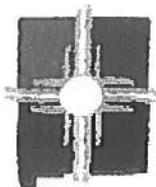
Louie A. Trujillo, Mayor

ATTEST:

Reviewed and approved as to legal sufficiency only:

Casandra Fresquez, City Clerk

Scott Aaron, City Attorney



NEW MEXICO DEPARTMENT OF
TRANSPORTATION

July 21, 2020

Mr. Danny Gurule, Public Works
City of Las Vegas
1700 North Grand Avenue
Las Vegas, NM 87701

Dear Mr. Gurule,

Attached are four original **Municipal Arterial Program** to be entered between the New Mexico Department of Transportation and the **City of Las Vegas #L400525** for your review and signature. **Please return all four agreements along with an updated Estimated Summary, and a Formal Resolution that shall list the scope of work, termini and reference the project amounts.** Execution of these Agreements will not occur without the submittal of the Resolution and Estimate Summary. Counties and municipalities participating in the Local Government Road Fund Program may request waivers of their required match funding for their individual projects. The requests will be reviewed by the Department of Finance and Administration (DFA) to determine whether you are eligible for the match waiver based on financial hardship. In general, DFA will determine if you have sufficient non-earmarked balances in your funds to cover the required twenty-five percent (25%) match of your proposed projects. For municipalities DFA will analyze your general, street, and water/sewer funds and for counties will analyze your general and road funds.

The New Mexico Administrative Code 18 NMAC 27.3.8 is still in effect for the Match Waiver Program and may be used as a guideline for you to determine whether you will be requesting any waivers.

If your county or municipality is interested in applying for a match waiver based on the above DFA criteria and the noted Administrative Code, please provide a written response from your governing bodies and resolution including all project details to our office ASAP.

As always the NMDOT is here to help the entities if help is needed. Should you have any questions, please do not hesitate to contact my office at 505-398-6748.

Sincerely,

Samantha Sandoval

Samantha Sandoval
LGRF Coordinator

xc: LGRF Files

**Michelle Lujan
Grisham**
Governor

Michael R. Sandoval
Cabinet Secretary

Commissioners

Jennifer Sandoval
Commissioner, Vice-Chairman
District 1

Bruce Ellis
Commissioner
District 2

Keith Mortensen
Commissioner
District 3

Walter G. Adams
Commissioner, Chairman
District 4

Vacant
Commissioner
District 5

Charles Lundstrom
Commissioner, Secretary
District 6

Contract No. _____
Vendor No. 0000054343
Control No. L400525

**MUNICIPAL ARTERIAL PROGRAM
COOPERATIVE AGREEMENT**

This Agreement is between the **New Mexico Department of Transportation** (Department) and **City of Las Vegas** (Public Entity). This Agreement is effective as of the date of the last party to sign it on the signature page below.

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-28.2 and the State Transportation Commission Policy No. 44-12, the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for the Planning, Design, Construction, Reconstruction, Pavement Rehabilitation, Construction Management, Drainage and Misc. Improvements. This Project will be referred to interchangeably as "Project" or "Project Control No. L400525 ." The Project is a joint and coordinated effort for which Department and the Public Entity each have authority or jurisdiction. This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.

- a. The estimated total cost for the Project is Four Hundred Fifteen Thousand Dollars and No Cents (**\$415,000**) to be funded in proportional share by the parties as follows:

1. Department's share shall be 75% \$311,250

Planning, Design, Construction, Reconstruction, Pavement Rehabilitation,
Construction Management, Drainage and Misc. Improvements

2. The Public Entity's required proportional matching
Share shall be 25% \$103,750
For purpose stated above

3. Total Project Cost **\$415,000**

- b. The Public Entity shall pay all Project costs, which exceed the total amount of Four Hundred Fifteen Thousand Dollars and No Cents (**\$415,000**)
- c. Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and are not included in the amount listed in this Section 2.
- d. If the Project is not completed by the termination date in Section 6, the Public Entity shall return any unexpended funds.

3. The Department Shall:

Make disbursement(s) to the Public Entity after receipt of a cover letter requesting funds, Notice of Award/Work Order, Notice to Proceed, Estimated Summary of Costs and Quantities, and verification of available funds. All required documents must include Department Project and Control Numbers.

4. The Public Entity Shall:

- a. Act in the capacity of lead agency for the purpose as described in Section 1.
- b. Pay all costs, perform all labor and supply all material, except as provided in Section 2, for the purpose as described in Section 1 and the construction work specified in the Project's plans.
- c. Adopt a written Resolution of support for the Project, including an assumption of ownership, liability, and maintenance responsibility for the scope, or related amenities and required funding to support the Project, which is attached as **Exhibit C**.
- d. Initiate the preliminary engineering, survey, and all design activities, and coordinate Project construction.
- e. Consider provisions for pedestrian, bicycle and equestrian facilities in the Project design in accordance with NMSA 1978, Section 67-3-62.
- f. Be responsible for performing or directing the performance of all design and pre-construction activity, including, but not limited to, the following:
 1. Utility Certification;
 2. Drainage and storm drain design;
 3. Geotechnical design;
 4. Pavement design;
 5. Traffic design;
 6. Structural design;
 7. Environmental and archeological clearances Certification;
 8. Right-of-way maps and acquisition Certification;
 9. Hazardous substance/waste site(s) contamination investigations;
 10. Railroad Certification; and
 11. Intelligent Transportation System (ITS) Certification.
- g. Initiate and cause to be prepared the necessary Plans, Specifications, and Estimates (PS&E) for this Project.
- h. Cause all designs and PS&E's to be performed under the direct supervision of a Registered New Mexico Professional Engineer.
- i. Design the Project in accordance with **Attachment A**, "Minimum Design Standards", which is incorporated into this Agreement.
- j. Adhere to **Exhibit B**, "Minimum Survey and Right of Way Acquisition Requirements", which is incorporated into this Agreement.
- k. Comply with **Attachment C**, "Construction Phase Duties and Obligations", which is incorporated into this Agreement.
- l. Make no changes in design or scope of work, unless for safety reasons and with documented approval of the Department.
- m. Prior to Project construction, furnish the Department's District 4. Office "**Certification of the Pre-Construction Contract Phase**" form, which is attached as Certification No. 1.

- n. Within thirty (30) days of completion, furnish the Department's District 4. Office "Certification of Construction Phase" form, which is attached as Certification No. 2.
- o. Within thirty (30) days of completion, furnish the Department's District 4. Office the "AS BUILT Summary of Costs and Quantities" form, which is attached as Certification No. 3. The report should reflect the total cost of project as stated in "Certification of Construction Phase" form.
- p. Failure to timely provide Certifications Nos. 1, 2 and 3, listed above, will be considered a material breach of this Agreement and Public Entity shall reimburse to the Department all funds disbursed in accordance with this agreement.
- q. Obtain all required written agreements or permits relating to any realignment of Public Entity's roads, when applicable, from all public and private entities.
- r. Advertise, let, and supervise the construction of the Project.
- s. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances
- t. Allow the Department to perform a final inspection of the Project to determining if the Project was constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet requirements and standards as determined by the Department will result in termination of this Agreement, for default, including without limitation its costs for funding, labor, equipment, and materials.
- u. Upon completion, maintain all the Public Entity's facilities constructed or reconstructed under this Agreement.

5. Both Parties Agree:

- a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.
- b. Any unexpended or unencumbered balance from the Local Government Road Fund appropriated for this project reverts to the Department. These balances, if any, must be reimbursed to the Department within thirty- (30) days of project completion or expiration of this Agreement, whichever occurs first.
- c. This Project is not being incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.
- d. Pursuant to NMSA 1978, Section 67-3-28.2, Local Government Road Funds granted under this provision cannot be used by the Public Entity to meet a required match under any other program.
- e. That the provisions of the Local Government Road Fund Project Handbook (Current Edition), are incorporated by reference and control the contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments.

6. Term.

This Agreement becomes effective upon signature of all Parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on June 30, 2022. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60) days prior to the expiration date to ensure timely processing of an Amendment.

7. Termination.

- a. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement, by providing thirty (30) days written notice.
- b. The Department may terminate this Agreement if the funds identified in Section 2 have not been contractually committed within one year from the effective date of this agreement.
- c. If sufficient appropriations and authorizations are not made by the Legislature, this Agreement may terminate immediately upon written notice of the Department to the Public Entity.
- d. Neither party has any obligation after termination, except as stated in Sections 4u and 5.

8. Third Party Beneficiary.

It is not intended by any of the provisions of any part of this Agreement to create in the public or any member of the public a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

9. New Mexico Tort Claims Act.

As between the Department and Public Entity, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, *et seq.*

10. Contractors Insurance Requirements.

The Public Entity shall require contractors and subcontractors hired for the Project to have a general liability insurance policy, with limits of liability of at least \$1,000,000 per occurrence. The Department is to be named as an additional insured on the contractors and subcontractor's policy and a certificate of insurance must be provided to the Department and it must state that coverage provided under the policy is primary over any other valid insurance.

To the fullest extent permitted by law, the Public Entity shall require the contractor and subcontractors to defend, indemnify and hold harmless the Department from and against any liability, claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) arising out of or resulting from the negligence, act, error, or omission of the contractor and subcontractor in the performance of the Project, or anyone directly or indirectly employed by the contractor or anyone for whose acts they are liable in the performance of the Project.

11. Scope of Agreement.

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

12. Terms of this Agreement.

The terms of this Agreement are lawful; performance of all duties and obligations must conform with and not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

13. Legal Compliance.

The Public Entity shall comply with all applicable federal, state, local, and Department laws, regulations and policies in the performance of this Agreement, including, but not limited to laws governing civil right, equal opportunity compliance, environmental issue, workplace safety, employer-employee relations and all other laws governing operations of the workplace. The Public Entity shall include the requirements of this Section 13 in in each contract and subcontract at all tiers.

14. Equal Opportunity Compliance.

The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States will, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age or handicap, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the parties are found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies.

15. Appropriations and Authorizations.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Public Entity, the Legislature of New Mexico, or the Congress of the United States if federal funds are involved, for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Public Entity, Legislature or the Congress of the United States if federal funds are involved, this Agreement will terminate upon written notice being given by one party to the other. The Department and Public Entity are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

16. Accountability of Receipts and Disbursements.

There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) days of written notification. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) days.

17. Severability.

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement will remain in full force and effect.

18. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue is proper in a New Mexico Court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

19. Amendment.

This Agreement may be altered, modified, or amended by an instrument in writing executed by the parties.

The remainder of this page is intentionally left blank.

In witness whereof, each party is signing this Agreement on the date stated opposite that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____
Cabinet Secretary or Designee

Date: _____

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: _____
Assistant General Counsel

Date: _____

City of Las Vegas

By: _____

Date: _____

Title: _____

Attest: _____

Title: _____

ATTACHMENT A
Minimum Design Standards

1. The design shall provide for all facilities as required by law (ADA compliance, bicycle paths, etc.).
2. The pavement shall be designed for a 20-year life as a minimum for new construction or reconstruction, or for a 10-year life as a minimum for rehabilitation.
3. The following documents shall be used as a minimum in the design of this Project:
 - a. FHWA Manual of Uniform Traffic Control Devices, Current Edition as amended;
 - b. AASHTO A Policy on Geometric Design of Highways and Streets, Current Edition ("Green Book");
 - c. AASHTO Guide for the Development of Bicycle Facilities, Current Edition;
 - d. DEPARTMENT's Regulations for Driveway and Median Opening on Non-Access Controlled Highways, Current Update;
 - e. DEPARTMENT'S Urban Drainage Design Criteria;
 - f. DEPARTMENT'S Geotechnical Manual, Current Update;
 - g. DEPARTMENT'S Action Plan;
 - h. DEPARTMENT'S Local Government Road Fund Project Handbook; Current Edition;
 - i. DEPARTMENT'S Handbook of Hazardous Waste Management, Current Edition;
 - j. DEPARTMENT'S Location Study Procedures;
 - k. AASHTO Guide to Design of Pavement Structures, Current Edition, and;
 - l. Other design publications as outlined in the DEPARTMENT'S Local Government Road Fund Project Handbook.
 - m. The **Public Entity** may use **Public Entity** established local design standards if approved by the District Engineer, for each Project.

ATTACHMENT B

Minimum Survey and Right of Way Acquisition Requirements

1. Establish and permanently reference stations and monuments.
2. Determine and record sufficient topography to assure all relevant landmarks are shown.
Include items such as buildings, sidewalks, driveways, walls, trees, etc.
3. Obtain and plot existing profile grade and cross-sections where necessary. Plot curb profiles as needed.
4. All utilities above and below ground and their owners shall be shown.
5. The surveyor shall verify, ascertain, and certify the right-of-way design plans.
6. All surveying and right-of-way mapping is to be performed in accordance with the **DEPARTMENT'S** Surveying Requirements, Current Edition, and Minimum Standards for Surveying, NMSA 1978, Sections 61-23-1 to 61023-32.
7. All **DEPARTMENT** Right of Way Handbooks, particularly Right of Way Handbook (Current Edition, Local Public Agencies), shall be adhered to for all R/W operations, including Title Search, Property Survey, Right of Way Mapping, Appraisal, Appraisal Review, Acquisition (including donations), Relocation, and Right of Way Certification. Only qualified personnel may undertake Right of Way functions. **Public Entity** staff or consultants may not be used to perform any R/W functions unless the **Public Entity** certifies that each individual is qualified to perform each individual right of way activity, such as Title search, property survey, mapping, appraisal, etc. Right of Way operations shall conform to State statutes and Federal regulations. Future Federal funding for Project shall be jeopardized if right of way operations do not conform to State statutes and Federal regulations.
8. Obtain and prepare Title Reports that meet **DEPARTMENT** format and standards, for all affected R/W parcels.
9. Right of Way mapping shall be done in accordance with the "Attachment 2" checklist of the **DEPARTMENT'S** Right of Way Mapping Development Procedures Current Update. The surveyor shall verify and certify the checklist and the Right of Way maps.
10. Appraisals shall not begin until the **Public Entity** has 100% complete R/W maps. **Public**

Entity or contracted (fee) appraisers shall not be used unless fully qualified.

11. Appraisal Reports shall be prepared in conformance with Federal and Statutes and regulations. In no event shall the appraisal review function be contracted to a consultant. One purpose of appraisal review is to assure that the appraisal meets **DEPARTMENT** requirements prior to the initiation of acquisition.
12. **Public Entity** or contracted (fee) negotiators shall not be used unless fully qualified.
13. The **Public Entity** shall maintain all records and documents relating to the Right of Way acquisition for a minimum of five (5) years, and shall record all transfer of ownership documents with the County Clerk. **DEPARTMENT** personnel shall be provided access to Project R/W files upon reasonable notice.
14. The **Public Entity** shall furnish the **DEPARTMENT** with a written certification (R/W Certification) stating that Right of Way acquisition (and relocations, if applicable) has been performed in compliance with Federal and State laws and regulations.

ATTACHMENT C

Construction Phase Duties and Obligations

1. The **Public Entity** shall be responsible for all construction engineering, including Project supervision, surveying, inspection and testing when surveying and testing are not contracting items.
2. The **Public Entity's** general conditions, standard drawings and specifications may be used if approved by the **DEPARTMENT'S** District Engineer.

CERTIFICATION NO. 1

CERTIFICATION OF THE PRE-CONSTRUCTION CONTRACT PHASE

Control No. L400525

I, _____, in my capacity as _____ of _____ do hereby certify with reference to the aforementioned Project Control Number as follows:

1. That the **Public Entity** has complied with the terms and conditions of the pre-construction phase requirements set forth in this Agreement.
2. That the design for this Project is in compliance with all state laws, rules, regulations, and local ordinances and in the rules and regulations of the **DEPARTMENT**.
3. The **Public Entity**(including, but not limited to, Temporary Construction Permits and Construction Maintenance Easements) has acquired that all necessary right(s)-of -way for the construction or reconstruction of this Project in compliance with the **DEPARTMENT'S Right of Way Handbook (Current Edition) Local Public Agencies**, and Attachment B.
4. That all utilities within the location of this construction Project (check one or both of the following conditions):
 - a. have been relocated
 - b. are scheduled for relocation prior to or concurrent with construction of this Project and have been coordinated with the appropriate utility.
5. That the **Public Entity** has encumbered the necessary funds to complete the Project.
6. That the **Public Entity** has fully complied with the requirements of NMSA 67-3-62.
7. That roadway(s) and intersection(s) shall operate at a minimum Level of Service of C or D (LOS C or D) for the Projected 20 year design traffic volumes as specified in A Policy on Geometric Design of Highways and Streets, (Current Edition).
8. That traffic data collection, traffic projections, and traffic impact studies on this Project have been developed in conformance with the **DEPARTMENT'S New Mexico Traffic**

Survey and Standards, (Current Edition).

9. That no angle parking has been provided in this Project.
10. That the **Public Entity** has completed a (check, which of the following conditions exists):
 - _____ a. 20 year pavement design; or
 - _____ b. 10 year pavement design with provision for extending the pavement life to 20 years, and has incorporated it in the plans and specifications for this Project.
11. That the **Public Entity** has completed a Project drainage report, which meets the **DEPARTMENT'S** minimum drainage criteria as referenced in the **DEPARTMENT'S Drainage Manual**.
12. All drainage costs have been prorated between the **DEPARTMENT** and the **Public Entity** if applicable, according to the **DEPARTMENT'S Drainage Policy and Administrative Memorandum** (Current Update) and prorated calculations have been approved in writing by the **DEPARTMENT'S** Drainage Section.
13. That the **Public Entity** has completed all required Environmental Documentation and clearances for this Project using guidance contained in the **DEPARTMENT'S Action Plan**, (Current Edition).
14. That the **Public Entity** has completed all required Archaeological Documentation and clearances for this Project using guidance contained in the **DEPARTMENT'S Action Plan**, (Current Edition).
15. That the following attached Agreement(s) have been executed, when required, for construction or reconstruction of this Project (attach copies to this certification):
 - a. Lighting;
 - b. signalization;
 - c. storm sewer and lift station;
 - d. landscape;
 - e. road exchange; and
 - f. any other applicable agreements.
16. That the **Public Entity** has complied with and certifies compliance with all applicable provisions of Attachment A.
17. That this certification procedure has been executed prior to advertisements for contract

bids or commencement of this Project.

IN WITNESS WHEREOF, _____ in his/her
capacity as _____ of _____ does
hereby certify that the aforementioned matters stated herein are true to his/her knowledge and
belief and does hereby set his/her hand and seal this day and year specified below:

City of Las Vegas

By: _____ Date: _____
Mayor

ATTEST:

By: _____ Date: _____
Public Entity Clerk

When completed, send Certification No. 1 to:

District LGRF Coordinator
Department of Transportation

CERTIFICATION NO. 2

CERTIFICATION OF THE CONSTRUCTION PHASE

Control No. L400525

I, _____, in my capacity as _____ of _____ do hereby certify with reference to the aforementioned Project Control Number as follows:

1. That the **Public Entity** has complied with the terms and conditions of the construction phase requirements under this Agreement.
2. That the **Public Entity** has complied with and certifies that the Project plan complies with all publications identified in Attachment A.
3. That all work in Control No. **L400525** was performed in accordance with the Agreement.
4. That the total Project cost of _____, with New Mexico Department of Transportation "**DEPARTMENT**" 75% share of _____ and the **Public Entity** share of _____ (as submitted in attached "As Built Summary of Costs and Quantities") is accurate, legitimate, and appropriate for the Project.
5. That the construction of the Project was completed on _____ of _____, 20[#]

IN WITNESS WHEREOF, _____ in his/her capacity as _____ of _____ does hereby certify the aforementioned matters stated herein are true to his/her knowledge and belief and does hereby set his/her hand and seal this day and year specified below:

City of Las Vegas

By: _____ Date: _____
Mayor

ATTEST:

By: _____ Date: _____
Public Entity Clerk

When completed, send Certification No. 2 to:

District LGRF Coordinator, Department of Transportation

Regular
CITY COUNCIL MEETING AGENDA REQUEST

DATE: 7/27/20

DEPT: Public Works

MEETING DATE: 8/12/20

ITEM/TOPIC: Approval/Disapproval of resolution No. 20-49, request for a Match Waiver administered by Department of Finance and Administration (DFA) and the New Mexico Department of Transportation (NMDOT) in the amount of \$103,750.00 for the Municipal Arterial Program (MAP) Grant Offer L400525.

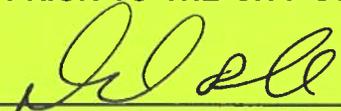
ACTION REQUESTED OF COUNCIL: Approval/Disapproval of Resolution No. 20-49

BACKGROUND/RATIONALE: the City of Las Vegas has a limited tax base, which limits the funding for meeting the proportional matching share, and a fund exists appropriated by New Mexico State Legislature for Public Entities in need of "Hardship" match money and the City of Las Vegas requests participation in this Match Waiver Program in the amount of \$103,750.00, for the Plan, Design, Construction, Reconstruction, Pavement Rehabilitation, Drainage Improvements, Construction Management, and Miscellaneous Construction on Mountain View Drive.

STAFF RECOMMENDATION: Approve Resolution No. 20-49

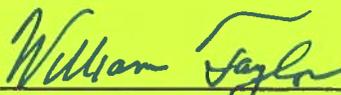
COMMITTEE RECOMMENDATION: N/A

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



SUBMITTER'S SIGNATURE

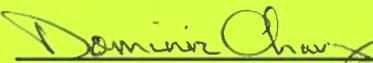
REVIEWED AND APPROVED BY:



WILLIAM TAYLOR, CITY MANAGER



**SCOTT AARON, CITY ATTORNEY
(ALL CONTRACTS, ORDINANCES
AND RESOLUTIONS MUST BE
REVIEWED)**



**MARY ROMERO, FINANCE DIRECTOR
(PROCUREMENT) Interim**

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 07/28/2020

DEPT: Utilities

MEETING DATE: 08/12/2020

ITEM/TOPIC: Resolution No. 20-50 to declare the Keep Las Vegas Beautiful program as a Keep America Beautiful affiliate.

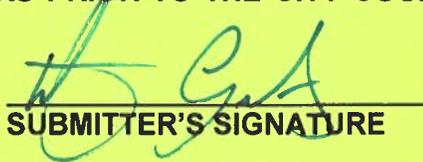
ACTION REQUESTED OF COUNCIL: Approval / Disapproval of Resolution No. 20-50.

BACKGROUND/RATIONALE: This resolution will declare the local Keep Las Vegas Beautiful program an affiliate of the national Keep America Beautiful program. The Keep Las Vegas Beautiful program allows for clean up and beautification of our City.

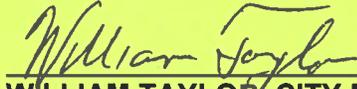
STAFF RECOMMENDATION: Approval of Resolution No. 20-50.

COMMITTEE RECOMMENDATION: This item was discussed at the regular Utility Advisory Committee meeting on August 11, 2020. Their recommendation will be provided at the Council Meeting.

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


SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:


WILLIAM TAYLOR, CITY MANAGER

SCOTT AARON, CITY ATTORNEY
(ALL CONTRACTS, ORDINANCES
AND RESOLUTIONS MUST BE
REVIEWED)

DOMINIC CHAVEZ, INTERIM FINANCE
DIRECTOR
(PROCUREMENT)

CITY OF LAS VEGAS, NEW MEXICO
Resolution No. 20-50

A RESOLUTION TO DECLARE THE KEEP LAS VEGAS BEAUTIFUL PROGRAM AS A KEEP AMERICA BEAUTIFUL AFFILIATE.

WHEREAS, the City of Las Vegas ("City") in conjunction with Keep America Beautiful Inc. has adopted the slogan "Keep Las Vegas Beautiful" to raise the awareness of the public's civic responsibility to show respect for their community by helping to keep the city clean; and

WHEREAS, Keep America Beautiful is a non-profit organization whose network of local, statewide, and international affiliate programs educate individuals about litter prevention and beautification; and

WHEREAS, the Mayor of the City will appoint five City residents to the Keep Las Vegas Beautiful committee, subject to approval by the City Council, with said committee to include at least one member of the Utilities Department Solid Waste Division and Community Volunteers; and

WHEREAS, The City's Utilities Department, Solid Waste Division will manage the Keep Las Vegas Beautiful Program ("Program") and participate in the Mayors Clean up Initiative, Great American Cleanup, and Mayors Graffiti Removal Initiative, amongst other community improvement programs, which are estimated to recruit more than five hundred volunteers of all ages to "pick up, spruce up, and paint up" the City as directed by the Program leadership; and

WHEREAS, the City's visitors and residents will benefit from the Program.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas that the recitals are hereby incorporated herein by reference and the Governing Body recognizes the Keep Las Vegas Beautiful Program as a National Affiliate of Keep America Beautiful.

PASSED, APPROVED AND ADOPTED this _____ day of August, 2020.

Louie A. Trujillo, Mayor

ATTEST:

Reviewed and approved as to legal sufficiency only:

Casandra Fresquez, City Clerk

Scott Aaron, City Attorney



Approval Form

Date Submitted: 7/28/20

Department Submitting: Utilities Submitter: Maria Gilvarry

Date Re-Submitted after Changes: _____

Documents To Be Reviewed: KAB Resolution Deadline: 7/29/20

Upon Completion and Approval of Review: *(Please indicate here if you want to pick-up your documents after step 1 is approved or have them delivered for you to the next approving step):*

_____ Email approval for document to be submitted to Clerk with Agenda Request _____

Comments: _____

The following is the approval order: *(Please circle either approved or disapproved)*

Approved / Disapproved: *(Reason for Disapproval):* _____

Changes: _____ Date: _____

Scott Aaron, City Attorney Review 7/28/2020
Date

Approved / Disapproved: *(Reason for Disapproval):* _____

 Finance Director Date

Approved / Disapproved: *(Reason for Disapproval):* _____

 William Taylor, City Manager Date

Picked Up By *(after CA review):* _____ Date: _____

Hand Delivered By: _____ Date: _____

(1) Received By: _____ Dept: _____ Date: _____

(2) Received By: _____ Dept: _____ Date: _____

(3) Final Pick Up By: _____ Dept: _____ Date: _____

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 07/31/2020

DEPT: Utilities

MEETING DATE: 08/12/2020

ITEM/TOPIC: Resolution No. 20-52 donating liquified natural gas station equipment to EMW gas association.

ACTION REQUESTED OF COUNCIL: Approval / Disapproval of Resolution No. 20-52.

BACKGROUND/RATIONALE: This resolution will allow the City of Las Vegas to donate the liquified natural gas station equipment to EMW gas association, a non-profit organization.

STAFF RECOMMENDATION: Approval of Resolution No. 20-52.

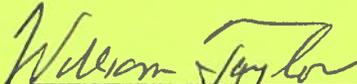
COMMITTEE RECOMMENDATION: This item was discussed at the regular Utility Advisory Committee meeting on August 11, 2020. Their recommendation will be provided at the Council Meeting.

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



SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:



WILLIAM TAYLOR, CITY MANAGER

SCOTT AARON, CITY ATTORNEY
(ALL CONTRACTS, ORDINANCES
AND RESOLUTIONS MUST BE
REVIEWED)

**DOMINIC CHAVEZ, INTERIM FINANCE
DIRECTOR**
(PROCUREMENT)

CITY OF LAS VEGAS, NEW MEXICO
Resolution No. 20-52

**A RESOLUTION DONATING LIQUIFIED NATURAL GAS STATION EQUIPMENT
TO EMW GAS ASSOCIATION, A NEW MEXICO NON-PROFIT CORPORATION**

WHEREAS, the New Mexico Energy and Natural Resources Department (the “EMNR”) provided funding for the City of Las Vegas (the “City”) to acquire equipment for storing and handling liquified natural gas (“LNG Equipment”); and

WHEREAS, the EMW Gas Association (“EMW”) is a New Mexico non-profit corporation comprised of the Town of Estancia, Village of Moriarty and the Village of Willard for the purpose of serving said communities with natural gas; and

WHEREAS, the City has not used the equipment in approximately ten years, and does not intend to use the equipment in the future for any purpose; and

WHEREAS, EMW is ready and willing to take possession and ownership of the LNG Equipment, and EMNR supports the transfer of the LNG Equipment to EMW; and

WHEREAS, the City desires to be released, and EMW agrees to sign an agreement fully and forever releasing the City from any and all liability concerning, associated with, or regarding the LNG Equipment.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas that the recitals are hereby incorporated herein by reference and the Governing Body approves the transfer of the LNG Equipment to EMW upon EMW signing a release of liability in favor of the City.

PASSED, APPROVED AND ADOPTED this _____ day of August, 2020.

Louie A. Trujillo, Mayor

ATTEST:

Reviewed and approved as to legal sufficiency only:

Casandra Fresquez, City Clerk

Scott Aaron, City Attorney



July 22, 2020

City of Las Vegas
Utilities Director/Gas Division

To Whom it May Concern,

The purpose of this letter is intended to serve as our written request for the transfer of ownership of the City of Las Vegas' CNG Equipment to EMW Gas Association. We are in the process of building a CNG station to provide our community with alternative fuel sources. We would like to respectfully request obtaining the equipment that you are no longer using, in order to ensure that it serves the best use of its purpose. We have spoken with the Energy Conservation and Management Division and they have expressed they are in full support of EMW Gas Association procuring the equipment from you. We would also be more than willing to facilitate the removal and transportation of all equipment and parts from your facility to ours.

Being that we are an extension of the government we would like to reassure you that this is not in violation of the City of Las Vegas' nor EMW Gas Association's anti-donation clause. If you have any questions, comments, or concerns please feel free to reach out to me!

We greatly appreciate your consideration of this request, and we hope that you understand and support our mutual goal of progressive fueling options for our great state of New Mexico!

Respectfully,

Eddie O'Brien
EMW Gas Association
General Manager
(505)384-2369

Call 811 Before You Dig!

116 5th Street - P.O. Box 113 - Estancia, NM 87016 - 0113

State of New Mexico
Energy, Minerals and Natural Resources Department

Michelle Lujan Grisham
Governor

Sarah Cottrell Propst
Cabinet Secretary

Todd E. Leahy, JD, PhD
Deputy Secretary

Louise N. Martinez, Director
Energy Conservation and Management Division



June 26, 2020

Eddie O'Brien
General Manager
EMW Gas Association
Email: eddie@emwgas.org

Dear Mr. O'Brien:

Thank you for your letter and for your interest in expanding the use of alternative fuels in your community. You are correct that our department provided the funding for the Las Vegas compressed natural gas fueling equipment. This occurred many years ago and I encourage you to work with the City of Las Vegas to transfer this equipment to EMW Gas Association since it is a public entity. Our department does not hold ownership of this equipment but continues to encourage the use of this equipment for the purpose for which it was intended to promote the use of alternative fuels.

Again, thank you for your interest in expanding compressed natural gas storage and compression capacity and to bring an alternative fuel corridor to your community. Please let me know if you need anything further from our department.

Sincerely,

Louise Martinez

Louise Martinez

State of New Mexico



Certificate of Comparison

United States of America }
State of New Mexico } EN.

It Is Hereby Certified that the annexed is a full, true and complete transcript of the

CERTIFICATE OF INCORPORATION

OF

EM GAS ASSOCIATION
(50,453)

(Incorporated January 15, 1954)

with the endorsement thereon, as same appears on file and of record in the State Corporation Commission.

In Testimony Whereof, the State Corporation

Commission of the State of New Mexico

has caused this certificate to be signed by

its Chairman and the seal of said Com-

mission to be affixed at the City of Santa

Fe on this _____ day of _____

day of _____ December, 1954

G. J. Fails Chairman
G. J. FAILS,



Attest:

[Signature]
DANIEL GREGG, JR.,

CERTIFICATE OF ASSOCIATION
of
EMW GAS ASSOCIATION
A Non-Profit Corporation

Preamble

We, the duly elected Mayor and Board of Trustees of the Town of Estancia, Village of Moriarty, and Village of Willard, acting pursuant to a joint and concurring resolution from our respective Boards authorizing the within action, do hereby associate ourselves together for the purpose of organizing an inter-community natural gas supply association in accordance with Chapter 309, New Mexico Session Laws of 1963 (Sections 14-40-75 to 14-40-90, N.M.S.A., 1953).

I.

That the name of the Association shall be the EMW GAS ASSOCIATION.

II.

That the location of the principal office of the Association is Estancia, New Mexico.

III.

That the statutory agent of the Association upon whom process may be served is W. Peter McAtee, 117. Marquette, N. W., Albuquerque, New Mexico.

IV.

That the names of the Incorporators, acting as duly appointed Commissioners pursuant to Section 14-40-75, N.M.S.A., 1953 Comp., are:

W. A. Thomas)	Mayor
Theodore Burt)	
Robert Himes)	Trustees,
David MacArthur)	Town of Estancia
J. D. Kelley)	

RECEIVED

JAN 15 1964

ST. CORP. COMM.
CORP. DEPT.

Ray E. Johnston		Mayor
Mike Anaya)	
Ernest Hawkins)	Trustees,
J. C. Alderson)	Village of Moriarty
Fred Kirchmeier)	

Joe A. Garcia		Mayor
Tranquillino Vellasquez)	
Robert Chavez)	Trustees,
Alfredo Gonzales)	Village of Willard
Escobastico Delgado)	

V.

That the objects and purposes of the Association are:

(a) To acquire, construct, maintain, manage and operate a natural gas supply and distribution system throughout the County of Torrance, State of New Mexico, and specifically within the municipalities of Estancia, Moriarty and Willard, and to provide natural gas and natural gas products to consumers at rates approved by the New Mexico Public Service Commission.

(b) To exercise all the powers and authorities provided by Chapter 308, New Mexico Session Laws of 1963, and supplements thereto.

(c) To purchase, acquire, hold, improve, develop, sell, convey, assign, lease, mortgage, encumber, hire and deal in real and personal property of every name and nature, including stocks, securities of other corporations, and to lend money and take securities for payment of all sums due the corporation and to sell, assign and release such securities.

(d) To borrow money, and to make and issue notes, bonds, debentures, obligations and evidences of indebtedness of all kinds, whether secured by mortgage, pledge or otherwise, without limit as to amount, and to secure the same by mortgage, pledge, bonds or otherwise, and to make and perform agreements and contracts of every kind and description.

(e) To do all and every thing necessary, suitable and proper for

the accomplishment of any and all the purposes or attainments of any of the business, or the furtherance of any of the powers hereinabove set forth, either alone or in association with other firms, corporations or individuals, and to do every other act or acts, thing or things, incidental or appurtenant to, or growing out of, or connected with the aforesaid business, or powers of any part or parts thereof.

VI.

The Association shall be a non-profit, municipally owned corporation, and as such it shall not issue any capital stock, or pay a dividend to any of its members. The members of the Association shall be the duly elected and acting Mayor and Trustees of the Town of Estancia, Village of Moriarty and Village of Willard, and their successors in office. The names and addresses of the present members are the incorporators whose names appear in Article IV above.

The Association shall be entitled to receive from each of the above named town or villages, such appropriations, allotments, and grants as such municipalities shall be entitled to receive from any state or federal agency in connection with the acquisition and operation of a municipal or inter-municipal natural gas utility, or projects of similar nature, and such direct financial assistance from each of said villages as may be provided from time to time.

VII.

The Board of Directors of the Association, for the first three months, or until their successors are elected, shall be as follows:

Town of Estancia

David MacArthur

J. D. Kelly

Robert Himes

Village of Meriarty

J. C. Alderson

F. L. Kirchner

Mike Anaya

Village of Willard

Jack Dean

Tranquillo Velazquez

Howard Graham

Each municipality above named shall have equal representation on the Board of Directors. The Board of Directors shall consist of not less than three nor more than nine directors at any time, and the By-Laws shall provide for a staggered term for the first directors elected, whereby no more than one-third of the directors elected shall have their term expire in any one year.

VIII.

The Board of Directors shall have the power to make and alter By-Laws or rules and regulations for the management and operation of the work of the Association, and the control and conduct of its business and affairs. Any vacancy on the Board of Directors shall be filled by the Board of Trustees of the village or town from which said director was originally elected.

IX.

The duration of the Association shall be for one hundred (100) years. Upon the dissolution of the Association for any reason, its properties and assets shall belong in fee simple title to the Town of Estancia, Village of Meriarty and Village of Willard as follows:

- (a) Each municipality shall succeed to the entire ownership of the

distribution system lying within its municipal boundaries.

(b) All other assets and properties shall be owned in severalty by the Town of Estancia, the Village of Moriarty and the Village of Willard as tenants in common in proportion to the percentage that the gross receipts originating within the municipal boundaries of each municipality appertains to the aggregate gross receipts as reflected by the last annual statement of the Association prior to dissolution.

X

The distribution of earnings of the Association when authorized by the Board of Directors shall be made to the Town of Estancia, Village of Moriarty and Village of Willard in proportion to the percentage of the gross receipts originating within the municipal boundaries of each municipality appertains to the aggregate gross receipts as reflected by the last annual statement of the Association prior to such distribution.

WITNESS our hands and seals this 3 day of January, 1964.

W.A. Thomas

Robert W. Kiniss

Ray E. Johnston

J.C. Anderson

Joseph Hawkins

John J. ...

Robert ...

Theodore Burt

David W. ...

J. ...

Mike ...

F.L. Kirchmeier

Bang ...

Estancia ...

Alfredo ...

STATE OF NEW MEXICO
COUNTY OF TORRANCE...

The foregoing instrument was acknowledged before me this 3rd
day of January, 1966, by W. A. THOMAS, THEODORE BURT, ROBERT
HINES, DAVID McARTHUR, J. D. KELLEY, RAY E. JOHNSTON,
MIGUEL ANAYA, ERNEST HAWKINS, J. C. ALDERSON, FRED KLICHMEIER,
JOE A. GARCIA, TRANQUILINO VELLASQUEZ, ROBERT CHAVEZ,
ALFREDO GONZALEZ, and ESCOLASTICO DELGADO,


Notary Public

My commission expires:

1-1-67

(SEAL)

STATE OF NEW MEXICO.



OFFICE OF

THE STATE CORPORATION COMMISSION

Certificate

UNITED STATES OF AMERICA)
STATE OF NEW MEXICO)

881

TO WHOM IT MAY CONCERN

IT IS HEREBY CERTIFIED, that the RYN GAS ASSOCIATION
a corporation organized under the laws of the State of NEW MEXICO
is duly authorized to transact business in this State, as a DOMESTIC
corporation, having filed its Articles of Incorporation on January 15, 1964
and Certificate of Filing issued on of said date.

AND IT IS FURTHER CERTIFIED, that the fees and taxes due the State
Corporation Commission, which have been assessed against the aforesaid cor-
poration having been paid to date, and it is in good standing, and duly authorized
to transact business in New Mexico.

IN TESTIMONY WHEREOF, The State
Corporation Commission of the State
of New Mexico has caused this
Certificate to be signed by its Chairman,
and the Seal of said Commission to be
affixed at the City of Santa Fe, on this
And day of February
1965.



Attest

[Signature]
HARRY CRUZ, JR., CLERK

[Signature]
N. S. MORGAN, CHAIRMAN

Exhibit "2"

RESOLUTION ADOPTING
ARTICLES OF AMENDMENT

CERTIFICATE OF ASSOCIATION OF E.M.W. GAS ASSOCIATION
A NON-PROFIT CORPORATION

We, the duly appointed Directors by the Board of Trustees from the Town of Estancia, City of Moriarty and Village of Willard hereby wish to submit the following amendment to the Articles of Incorporation, which were originally adopted and approved January 15, 1964 by the State of New Mexico.

Article V, Section B, is hereby amended to read:

To exercise all the powers and authorities provided by Chapter 309, New Mexico Session Laws of 1963, and supplements thereto, including but not limited to the acquisition, construction, maintenance and operation of a water supply and distribution system throughout the County of Torrance and the portion of Santa Fe County within the Estancia Water Basin, State of New Mexico, and encompassing all of the Estancia Water Basin, and specifically within the municipalities of Estancia, Moriarty and Willard, and the provision of water service to customers at rates approved by the Board of Directors.

Now, therefore, be it resolved by the governing body of the E.M.W. Gas Association that, effective March 25, 2008, the above amendment to the Articles of Incorporation, Article V, Section B, hereby was adopted by the following signatories, representing more than a 2/3 majority of the Board of Directors, that this constitutes a resolution so approving, and that a quorum was present.

Witness our hands and seal on this 25th day of March, 2008.

James Schwebach, Chairman

Martin Hibbs, Vice Chairman

SEAL

Vote: George Martin
Martin Hibbs
Nick Sedillo
James Schwebach
Bobby Chavez

Jess Alderson
Mike Anaya
Angel Lora
Alfonso Valdez

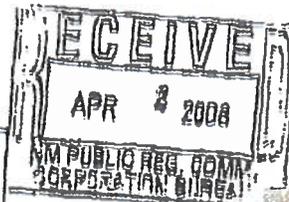
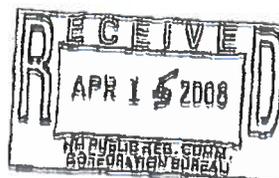


Exhibit "3"

NEW MEXICO PUBLIC REGULATION COMMISSION

COMMISSIONERS

DISTRICT 1 JASON MARKS, CHAIRMAN
DISTRICT 2 DAVID W. KING
DISTRICT 3 BEN R. LUJAN
DISTRICT 4 CAROL K. SLOAN
DISTRICT 5 SANDY JONES, VICE CHAIRMAN
MAY 19, 2008



1120 Paseo de Peralta/P.O. Box 1269
Santa Fe, NM 87504-1269
Daniel Mayfield, Chief of Staff

CORPORATION BUREAU
(505) 827-4508

EMW GAS ASSOCIATION
BOX 118
ESTANCIA, NM 87016-0118

RE: EMW GAS ASSOCIATION
SCC#0504597

THIS COMMISSION HAS APPROVED AND FILED THE ARTICLES OF AMENDMENT (REFERENCE #3348562) FOR THE ABOVE CAPTIONED CORPORATION EFFECTIVE MAY 15, 2008. ENCLOSED IS THE CERTIFICATE OF AMENDMENT WHICH SHOULD BECOME A PERMANENT DOCUMENT OF THE CORPORATION'S CORPORATE RECORDS.

THE ATTACHED CERTIFICATE DOES NOT CONSTITUTE AUTHORIZATION FOR THE ABOVE REFERENCED CORPORATION TO TRANSACT ANY BUSINESS WHICH REQUIRES COMPLIANCE WITH OTHER APPLICABLE FEDERAL OR STATE LAWS, INCLUDING, BUT NOT LIMITED TO, STATE LICENSING REQUIREMENTS. IT IS THE CORPORATION'S SOLE RESPONSIBILITY TO OBTAIN SUCH COMPLIANCE WITH ALL LEGAL REQUIREMENTS APPLICABLE THERETO PRIOR TO ENGAGING IN THE BUSINESS FOR WHICH IT HAS OBTAINED THE ATTACHED CERTIFICATE OF AMENDMENT.

YOUR CANCELLED CHECK, AS VALIDATED BY THIS COMMISSION, IS YOUR RECEIPT. IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT THE CHARTERED DOCUMENT DIVISION AT (505) 827-4511 FOR ASSISTANCE.

CHARTERED DOCUMENT DIVISION
RKL



OFFICE OF THE
PUBLIC REGULATION COMMISSION

CERTIFICATE OF AMENDMENT

OF

EMW GAS ASSOCIATION

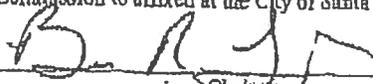
3348562

The Public Regulation Commission certifies that duplicate originals of the Articles of Amendment attached hereto, duly signed and verified pursuant to the provisions of the NONPROFIT CORPORATION ACT (53-8-1 to 53-8-99 NMSA 1978) have been received by it and are found to conform to law.

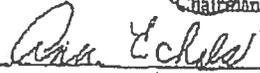
Accordingly, by virtue of the authority vested in it by law, the Public Regulation Commission issues this Certificate of Amendment and attaches hereto a duplicate original of the Articles of Amendment.

Dated: MAY 15, 2008

In testimony whereof, the Public Regulation of the State of New Mexico has caused this certificate to be signed by its Chairman and the seal of said Commission to affixed at the City of Santa Fe.



Chairman



Bureau Chief

**SUBMIT ORIGINAL AND A COPY
TYPE OR PRINT LEGIBLY**

FILED IN OFFICE OF
NM PUBLIC REG. COMM.

MAY 15 2008

Nonprofit Corporation
**ARTICLES OF AMENDMENT
TO THE ARTICLES OF INCORPORATION** CORPORATION BUREAU

Pursuant to the provisions of the New Mexico Nonprofit Corporation Act, the undersigned corporation adopts the following Articles of Amendment for the purpose of amending its Articles of Incorporation:

ARTICLE ONE: The name of the corporation is (include NMPC#): E.M.W. Gas Association
NMPC# 0804697

ARTICLE TWO: The following articles are amended as set forth here: (Identify by article number and attach additional pages if necessary)

See attached Articles of Amendment, adopted by the E.M.W. Gas Association Board on March 25, 2008.

ARTICLE THREE: (select the appropriate action taken)

The date of the meeting of members at which the amendment was adopted was _____
A quorum of the members entitled to vote was present and the amendment received at least two-thirds (2/3) of the votes which members present at the meeting or represented by proxy were entitled to cast.

OR

The amendment was adopted by a consent in writing signed by all members entitled to vote thereon.

OR

The date of the meeting of the board of directors at which the amendment was adopted was March 25, 2008. The corporation has no members, or no members entitled to vote thereon, therefore the amendment was adopted by a majority of the board of directors in office.

ARTICLE FOUR: If these Articles of Amendment are not to be effective upon filing with the commission, the effective date is: (If an effective date is specified here, it cannot be a date prior to the date the articles are received by the commission) _____

Dated: March 25, 2008

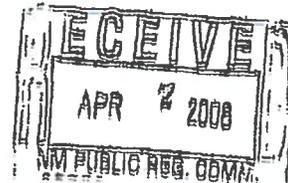
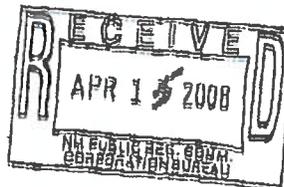
E.M.W. Gas Association
Name of Corporation

Two officers must sign:

By [Signature]
Signature of Authorized Officer

By [Signature]
Signature of Authorized Officer

Form DNP-AM
(revised 07/03)



**RESOLUTION ADOPTING
ARTICLES OF AMENDMENT**

**CERTIFICATE OF ASSOCIATION OF E.M.W. GAS ASSOCIATION
A NON-PROFIT CORPORATION**

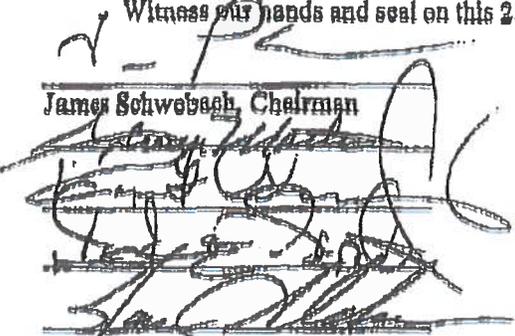
We, the duly appointed Directors by the Board of Trustees from the Town of Estancia, City of Moriarty and Village of Willard hereby wish to submit the following amendment to the Articles of Incorporation, which were originally adopted and approved January 13, 1964 by the State of New Mexico.

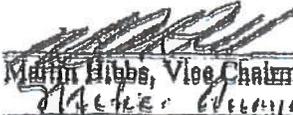
Article V, Section B, is hereby amended to read:

To exercise all the powers and authorities provided by Chapter 309, New Mexico Session Laws of 1963, and supplements thereto, including but not limited to the acquisition, construction, maintenance and operation of a water supply and distribution system throughout the County of Terrance and the portion of Santa Fe County within the Estancia Water Basin, State of New Mexico, and encompassing all of the Estancia Water Basin, and specifically within the municipalities of Estancia, Moriarty and Willard, and the provision of water service to customers at rates approved by the Board of Directors.

Now, therefore, be it resolved by the governing body of the E.M.W. Gas Association that, effective March 25, 2008, the above amendment to the Articles of Incorporation, Article V, Section B, hereby was adopted by the following signatories, representing more than a 2/3 majority of the Board of Directors, that this constitutes a resolution so approving, and that a quorum was present.

Witness our hands and seal on this 25th day of March, 2008.

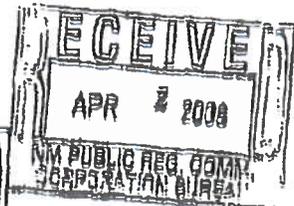

James Schwebach, Chairman


Martin Hibbs, Vice Chairman

SEAL

Vote: George Martin
Martin Hibbs
Nick Sedillo
James Schwebach
Bobby Chavez


Jacob Alderson
Mike Anaya
Angel Lora
Alfonso Valdez



CITY COUNCIL MEETING AGENDA REQUEST

DATE: 07/29/2020

DEPT: Utilities

MEETING DATE: 08/12/2020

ITEM/TOPIC: Award request for proposals #2020-14 for professional consulting hydrologist services to sole proposer Glorieta Geoscience, Inc.

ACTION REQUESTED OF COUNCIL: Approval / Disapproval to award request for proposals #2020-14 to sole proposer Glorieta Geoscience, Inc.

BACKGROUND/RATIONALE: City of Las Vegas requires assistance with hydrology services to include water rights accounting and purchasing, water resource planning and management etc. This RFP will allow the city to hire a consultant to provide these water specific services. Glorieta Geoscience, Inc. was the sole proposer.

Advertised: 06/12/2020; Las Vegas Optic, Albuquerque Journal and City Website
Bid Opening: July 8, 2020
Number of Proposers: 1 – Glorieta Geoscience, Inc.
Amount: Based on services provided according to rate sheet
Budget Line Item: 647-0000-610-7305

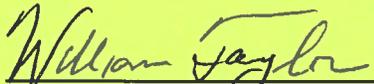
STAFF RECOMMENDATION: Approval to award request for proposals #2020-14 to sole proposer Glorieta Geoscience, Inc.

COMMITTEE RECOMMENDATION: This item was discussed at the regular Utility Advisory Committee meeting on August 11, 2020. Their recommendation will be provided at the Council Meeting.

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


SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:


WILLIAM TAYLOR, CITY MANAGER

SCOTT AARON, CITY ATTORNEY
(ALL CONTRACTS, ORDINANCES
AND RESOLUTIONS MUST BE
REVIEWED)

DOMINIC CHAVEZ, INTERIM FINANCE
DIRECTOR
(PROCUREMENT)

REQUEST FOR PROPOSALS

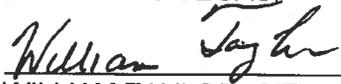
The City of Las Vegas, New Mexico will open Sealed Proposals at 2:30 am/pm, July 8, 2020, at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

PROFESSIONAL CONSULTING SERVICES FOR HYDROLOGIST

Proposal Forms and Specifications may be obtained from the following location:
City Clerk's office at 1700 N GRAND AVE, LAS VEGAS, NM 87701

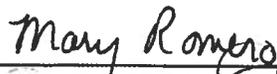
Mailed proposals should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked **PROFESSIONAL CONSULTING SERVICES FOR HYDROLOGIST** Opening No. 2020-14 ; on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the Offeror to see that their proposal is delivered to the City Clerk by the date and time set for the proposal request. If the mail or delivery of proposal request is delayed beyond the opening date and time, proposal thus delayed will not be considered. Proposals will be reviewed at a later date with possible negotiations to follow.

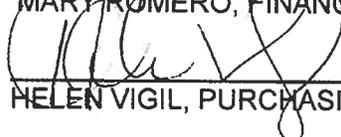
The City of Las Vegas reserves the right to reject any/or all proposals submitted.

CITY OF LAS VEGAS,

WILLIAM TAYLOR, CITY MANAGER


SCOTT AARON, CITY ATTORNEY


CASANDRA FRESQUEZ, CITY CLERK


MARY ROMERO, FINANCE DIRECTOR


HELEN VIGIL, PURCHASING OFFICER

Opening No. 2020-14

Date Issued: 6/2/2020

Published: LAS VEGAS OPTIC

June 12, 2020

ALBUQUERQUE JOURNAL

June 12, 2020

www.lasvegasnm.gov

June 12, 2020

OFFEROR INFORMATION

OFFEROR: _____

AUTHORIZED AGENT: _____

ADDRESS: _____

TELEPHONE NUMBER (_____) _____

FAX NUMBER (_____) _____

DELIVERY: _____

STATE PURCHASING RESIDENT CERTIFICATION NO.: _____

NEW MEXICO CONTRACTORS LICENSE NO.: _____

SERVICE (S): **PROFESSIONAL CONSULTING SERVICES FOR HYDROLOGIST**
THE CITY OF LAS VEGAS RESERVES THE RIGHT REJECT ANY OR ALL PROPOSALS AND TO
WAIVE ANY TECHNICAL IRREGULARITY IN THE FORM.

AFFIDAVIT FOR FILING WITH COMPETITIVE PROPOSAL

STATE OF _____ }

COUNTY OF _____ }

I, _____ state under penalty of perjury that I am at least 18 years old, and am of the agent authorized by the offerors to submit the attached proposal. Affiant further states that the offeror has not been a party to any collusion among offerors in restraint of freedom of competition by agreement to a fixed price or to refrain from submitting a proposal; or with any city official or employee as to the quantity, quality or price in the prospective contract, or any other terms of said prospective contract; or in any discussion between offerors with any City official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

Signature

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

(SEAL)

Notary Public Signature
My Commission Expires: _____

AWARDED PROPOSAL

Awarding of proposal shall be made to the responsible offeror whose proposal best meets the specification. The City of Las Vegas (City) reserves the right to reject any or all proposals submitted.

TIMETABLE

Proposal pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, on or before: July 8, 2020; 2:30 am~~(pm)~~ at which time all proposal received will be opened. The opening will occur at the City Council Chambers or other designated area at the City Offices. Awarding of proposal is projected for: _____, 2020. The successful offeror will be notified by mail.

ENVELOPES

Sealed proposal envelopes shall be clearly marked on the lower left-hand corner, identified by the Proposal Name and Opening Number. Failure to comply with this requirement may result in the rejection of the submitted proposal.

BRIBERY AND KICKBACK

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

RESPONSIBILITY OF OFFEROR

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

NON-COLLUSION

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

CLARIFICATION OF PROPOSAL

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

MODIFICATION OR WITHDRAWAL OF PROPOSAL

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

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

APPLICATION OF PREFERENCE

FEDERAL TAX IDENTIFICATION NUMBER

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

FEDERAL TAX ID NUMBER: _____

SOCIAL SECURITY NUMBER: _____

NEW MEXICO TAX IDENTIFICATION NUMBER

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

SPECIAL NOTICE

Proposals will be opened and all submitted copies will be checked for accuracy of Department's specific amount of copies requested. Any price or other factors of the submitted proposals will not be read out loud to anyone in attendance at the proposal opening. All factors of the submitted proposals are not public record to other offerors or interested parties before the negotiation or awarding process. The department involved in the proposal request will evaluate all proposals submitted according to the evaluation criteria indicated in the proposal specifications.

NEGOTIATION

Pursuant to the City of Las Vegas Purchasing Rules and Regulations (section 6.7); discussions or negotiations may be conducted with a responsible offeror who submits an acceptable or potentially acceptable proposal. Negotiations of price will be done after all evaluation criteria have been met.

CONTRACT

When the City issues a purchase order in response to an awarded proposal, a binding contract is created (unless a specific contract has been created).

TAXES:

Bidder must pay all applicable taxes.

NOTE:

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

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, NMSA 13-1-28, *et al*, as amended, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250.00) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to NMSA 13-1-181 or a contract that is executed may be ratified or terminated pursuant to NMSA 13-1-18 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

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

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

"Family member" means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

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

“Prospective contractor” means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [NMSA 13-1-28 through 13-1-199] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or small purchase contract.

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

Name(s) of Applicable Public Official(s) if any: _____
(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250.00) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (Position)

REQUEST FOR PROPOSALS FOR HYDROLOGIST SERVICE FOR THE CITY OF LAS VEGAS

The City of Las Vegas, New Mexico is requesting proposals for Hydrologist service for the City of Las Vegas defined in the scope of work.

1. SCOPE OF WORK

The Offeror shall perform Hydrologist Services on an as needed basis, as hereafter stated, for customary and incidental services for the City of Las Vegas. The agreement term will be for one year with the option for renewal up to four (4) years. The contract, including renewals and amendments thereof, may not exceed a total duration of four (4) years. The contract will begin upon final approval by the City Manager.

The duties of the offeror shall include the following:

1. Services related to water rights and hydrology.
2. Water rights accounting and purchasing.
3. General water resource planning and management.
4. Serving as a technical expert in water rights hearings.
5. 40 year water planning preparation.
6. Upper Gallinas stream forecasting and diversion modeling.
7. Analyze data on environmental impacts of pollution, erosion, and drought.
8. Analyze / report on snow levels.
9. Analyze / report on well field levels.
10. Analyze / report on water sales and water loss.
11. Analyze flow conditions and data.
12. Discharge permits applications.
13. Provide information needed for water projects related to effluent, non-potable and potable water.
14. Provide documentation to City of Las Vegas Utilities Division. Retain records for each 5 year period.
15. Prepare written reports and presentations of their findings.
16. Provide other hydrologist consulting services as needed.

2. CRITERIA FOR ACCEPTANCE AND EVALUATION OF PROPOSALS

2.1 Content and Format of Proposal: Proposals should provide information that addresses the ranking criteria listed hereinafter. Information should be provided to demonstrate understanding of the scope of services, experience in related projects, personnel and equipment available to perform work, technical approach to the project and references from other clients.

The format for proposals shall be a maximum of twenty (20) pages, including title page and index to include the front and back cover. Proposals shall be printed on one side only, 8 ½" x 11", and bound on the left margin. A transmittal letter, if any, will be included in the twenty (20) page limit. No other material is to be included.

2.2 Submittal of Proposals: Five (5) copies of proposals must be delivered to the City Clerk, City of Las Vegas, 1700 North Grand Avenue, Las Vegas, New Mexico 87701 no later than the date and time listed. Sealed proposal envelopes shall be clearly marked "**REQUEST FOR PROPOSAL FOR HYDROLOGIST SERVICE**" on the outside of the envelope; this information shall be placed on the lower left-hand corner of the envelope. Failure to comply with this requirement may result in the rejection of the proposals.

2.3 Ranking Criteria: The City of Las Vegas will use a technical advisory committee made up of City personnel and/or City Consultants to evaluate each proposal submitted. All proposals shall be reviewed for compliance with the mandatory requirements as stipulated in the Request for Proposals. Proposals found not to comply will be rejected from further consideration. Proposals which are not rejected will then be evaluated based upon the following weighted values. Proposal should address each of the following criteria as necessary.

1. **Specialized Services as defined in the scope of work**– Offeror’s personal experience in the field of the scope of service listed. The Offeror should be able to briefly address specific examples of related projects.
2. **Capacity & Capability**– Offeror’s willingness, capacity and capability to perform assigned duties and tasks on short notice and in a timely manner,
3. **Past Record of Performance**– Offeror should provide a list of references with names and phone numbers.
4. **Familiarity of the City of Las Vegas Utility & Infrastructure Systems** - Offeror’s familiarity with the area the project is located and the system to which the work pertains.
5. **Current volume of work with the City that is less than 75% complete**– The volume of work previously done for the entity requesting proposals which is not seventy-five percent complete with respect to professional design services [through bidding phase], with the objective of effecting an equitable distribution of contracts among qualified businesses and of assuring the interest of the public in having available a substantial number of qualified businesses is protected; however, that the principal of selection of the most highly qualified business is not violated.
6. **Required certifications** – Certification levels and information on the personnel that hold the required certifications including years of experience.
7. **Resident Preference** – Offeror’s proximity to the City of Las Vegas
8. **Veterans Preference** – Business owners status as a US Military Veteran.

*Note: Price cannot be a factor

3. COST OF PREPARING AND SUBMITTING PROPOSALS

The City of Las Vegas will not pay for any costs associated with the preparation or submission of proposals.

4. AWARD OF CONTRACT

The award shall be made to the responsible offeror and/or offertory whose proposal is the most advantageous to the City of Las Vegas, taking into consideration the evaluation factors set forth in this Request for Proposals. The proposal will be ranked by a committee. It is anticipated that ranking will be completed within one week of the opening of proposals. After initial ranking of proposals, at the City’s sole option, the City may decide to interview the top two (2) or three (3) ranked offertory proposals to develop final rankings or may consider the rankings based on the proposals as being final. The City reserves the right to negotiate with multiple Offerors and award multiple contracts.

5. RESPONSIBILITY OF OFFEROR

5.1 BONDS (If Applicable)

- a. The successful offeror will be required to furnish a Performance Bond (if applicable), in an amount equal to \$100,000 and a labor and Materials Payment Bond in an equal amount, such bonds to be executed in four (4) original Counterparts by a Corporate

Surety authorized to do business in the State of New Mexico, and acceptable to the Owner. The Bonds must be executed on forms contained in these Contract Documents. The form of Agreement with the successful Offeror, as Contractor, will be required to execute also included herewith.

5.2 INSURANCE CERTIFICATE

- a. The Offeror must always hold General Liability insurance of at least \$1,000,000.00 per occurrence. The successful Offeror will be required to furnish Proof of Compliance with this insurance requirement to the City upon execution of the Contract.

6. INSTRUCTIONS TO OFFEROR

6.1. REQUEST FOR PROPOSAL DOCUMENTS

6.1.1 Copies of Request for Proposals

- a. A complete set of the Request for Proposals may be obtained from the City.
- b. A complete set of the Request for Proposals shall be used in preparing proposals; the City assumes no responsibility for errors or misinterpretations resulting from the use of an incomplete set of the Request for Proposals.
- c. The City in making copies of Request for Proposals available on the above terms, does so only for the purpose of providing proposals on the described project and does not confer a license or grant for any other use.
- d. A copy of the Request for Proposals shall be made available for public inspection.

6.1.2 Interpretations

- a. All questions about the meaning or intent of the Request for Proposals shall be submitted to the Utilities Department, in writing with a copy forwarded to the finance department. Replies will be issued by Addendum mailed or delivered to all parties recorded by the City as having received the Request for Proposals. Questions received less than five (5) days prior to the date for opening of proposals will not be answered. Only questions answered by formal written addendum will be binding. Oral and other interpretations or clarifications will be without legal effect.
- b. Offerors should promptly notify the City of any ambiguity, inconsistency, or error, which they may discover upon examination of the Request for Proposals.

6.1.3 Addendum

- a. Addendum will be sent certified mail return receipt requested or hand delivered to all who are known by the City to have received a complete set of Request for Proposals.
- b. Copies of the addendum will be made available for inspection wherever Requests for Proposals are on file for that purpose.
- c. No addendum will be issued later than five (5) days prior to the date for the receipt of Proposals, except an Addendum withdrawing the Request for Proposals or one which includes postponement of the date for receipt of Proposals.
- d. Each Offeror shall ascertain, prior to submitting the Proposal, that the Offeror has received all Addendum issued and shall acknowledge their receipt in the Proposal transmittal letter.

6.2 PROPOSAL SUBMITTAL PROCEDURES

6.2.1 Format and Section Requirements of Proposals

- a. Offerors shall provide five (5) copies of their proposal to the location specified on the cover page on or before the closing date and time for receipt of proposals.
- b. All proposals must be typewritten on standard 8 ½" x 11" paper and bound on the left-hand margin.
- c. A maximum of twenty (20) pages, including title, index, etc., including front and back covers.

- d. The proposal must be organized in the following format and must contain, as a minimum, all listed items in the sequence indicated:
1. Offeror's Identification
 - i. Notarized affidavit that states name and address of your organization of office and nature of organization (individual, partnership or corporation, private or public, profit or non-profit). Subcontractors, if any, must be listed with license numbers. Describe individual staff and subcontractor's responsibilities with line of authority and interface with City staff. Include the name and telephone number of person(s) authorized for preparation and execution of the contract. The City has the authority to reject any or all Subcontractors. Respond to this section as Section A of Offeror's proposal.
 2. Campaign Contributions Disclosure Form
 - i. Fill out and attach the Campaign Contribution Disclosure Form. Respond to this section as Section B in Offeror's proposal.
 3. Personnel Experience
 - i. Describe the experience and qualifications of company principles, supervisors and other employees who will be actively engaged in the work required under the contract, including experience of subcontractors if applicable. Experience qualifications must reference any of the servicing provided to the City of Las Vegas Utilities System. Respond to this section as Section C of Offeror's proposal.
 4. Licenses (if applicable)
 - i. The Offeror shall show that he has a New Mexico general contractor's license and/or any other licenses required by law to perform the work required by this contract. All such licenses shall be held by the offeror or his subcontractors at the time the proposal is submitted. Respond to this section as Section D in Offeror's proposal.
 5. Experience in Specialized Services referenced in scope
 - i. The Offeror shall demonstrate at least five (5) years of experience. Indicate name, address and phone number of past customer and individual references who can be contacted regarding the work. Respond to this section as Section E in Offeror's proposal.
 6. Documentation
 - i. The Offeror shall provide documentation of education, certifications and qualifications. Respond to this section as Section F in the Offeror's proposal.
 7. Financial (If Applicable)
 - i. The Offeror shall provide a letter from a financial institution regarding the Offeror's credit rating. Respond to this section as Section G in the Offeror's proposal.
 8. Additional Information
 - i. Describe any expectations and/or clarifications to this Request for Proposal. Also include any additional information you believe to be pertinent to the proposal but not requested elsewhere such as Veterans business or New Mexico Resident business status. Respond to this section as Section H in Offeror's proposal.
 9. Contractors Bonds (if applicable)

- i. Successful offeror will be required to furnish a performance bond.
- 10. Cost
 - i. The Offeror shall provide in a **sealed envelope** the hourly rates for employees by title and the cost breakdown of for potential lodging, mileage and other miscellaneous expenses.
- e. Any proposals that do not adhere to this format, and which does not address each specification and requirement within the RFP may be deemed non-responsive and rejected on that basis.
- f. Offerors may request in writing nondisclosure of confidential data. Such data should accompany the proposal and should be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. A request that clearly states that the entire proposal must be kept confidential will not be acceptable. Only matters, which are clearly confidential in nature, will be considered.
- g. Any cost incurred by the Offeror for preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be the sole responsibility of the Offeror.

6.2.2 SUBCONSULTANTS

- a. The Offeror shall list and state the qualifications for each sub-consultant the Offeror proposes to use for all sub-contracted work.
- b. The Offeror is specifically advised that any person or other party to whom it is proposed to award a sub-contract under this proposal, must be acceptable by the City after verification of eligibility status, including but not limited to suspension or debarment of the City.

6.2.3 PREQUALIFICATION PROCESS

- a. A business may be pre-qualified by the Purchasing Agent as an Offeror for particular types of service. Mailing lists of potential Offerors shall include but shall not be limited to such prequalified businesses (§13-1-134 NMSA 1978). For purposes of this RFP, if prequalification is utilized, special instructions will be attached as an exhibit to this RFP.

6.2.4 DEBARRED OR SUSPENDED CONTRACTOR

- a. A business (contractor, subcontractor or supplier) that has either been debarred or suspended to the requirements of §13-1-177 through §13-1-180, and §13-3-11 through §13-4-17 NMSA 1978, as amended, shall not be permitted to do business with the City and shall not be considered for award of the contract during the period for which it is debarred or suspended with the City.

6.2.5 REJECTION OF SUBMITTED PROPOSALS

- a. Oral, telephonic or telegraphic proposals are invalid and will not receive consideration. Rejected proposals shall be returned to the Offeror unopened. Failure to meet the following submittal of proposal requires shall result in a rejection of a proposal:
 - 1. Proposals shall be submitted at the time and place indicated in the Notice of Request for Proposals and shall be included in a **sealed envelope** marked with the project title and the name and address of the Offeror and accompanied by the documents outlined in the Request for Proposal.
 - 2. At all times, Offeror shall assume full responsibility for timely delivery of proposals at the Purchasing Agent's office, including those proposals

submitted by mail. Hand-delivered proposals shall be submitted to the Purchasing Agent or the Purchasing Agent's Designee and will be clocked in/time stamped at the time received, which must be prior to the time specified.

6.2.6 NOTICE OF CONTRACT REQUIREMENTS BINDING ON OFFEROR

- a. In submitting this proposal, the Offeror represents that the Offeror has familiarized him/herself with the nature and extent of the Request for Proposals dealing with the federal, state and local requirements, which are a part of these Requests for Proposals.
- b. Laws and Regulations: The Offeror's attention is directed to all applicable federal and state laws, local ordinances and regulations and the rules and regulations of all authorities having jurisdiction over the services for the project.

6.2.7 REJECTION OR CANCELLATION OF PROPOSALS

- a. This Request for Proposals may be canceled, or any or all proposals may be rejected in whole or in part, when it is in the best interest of the City. A determination containing the reasons therefore shall be made part of the project file (§13-1-131 NMSA 1978).

7. CONSIDERATION OF PROPOSALS

7.1 RECEIPT, OPENING AND PROPOSALS:

- a. Proposals, modifications and addendums shall be time-stamped upon receipt and held in a secure place until the established date.
- b. Proposals shall not be opened publicly and shall not be open to public inspection until after award of a contract. An offeror may request in writing nondisclosure of confidential data. Such data shall accompany the proposal and shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.
- c. The names of all businesses submitting proposals and the names of all businesses, if any, selected for an interview shall be public information. After an award has been made, final ranking and evaluation scores for all proposals shall become public information (§13-1-120 NMSA 1978). The contents of any proposal shall not be disclosed so as to be available to competing Offerors during the negotiation process (§13-1-116 NMSA 1978).

7.2 PROPOSAL EVALUATION

- a. Proposals shall be evaluated on the basis demonstrated competence and qualifications for the type of service required and shall be based on the evaluation factors set forth in this RFP. For the purpose of conducting discussions, proposals may initially be classified as:
 1. Acceptable
 2. Potentially acceptable, that is, reasonably assured of being made acceptable
 3. Unacceptable (Offerors whose proposals are unacceptable shall be notified promptly)
- b. The City shall have the right to waive technical irregularities in the form of the proposal of the Offeror, which do not alter the quality of the service (§13-1-132 NMSA 1978).
- c. If an Offeror who otherwise would have been awarded a contract is found not to be a responsible Offeror; a determination that the Offeror is not a responsible Offeror, setting forth the basis of the finding shall be prepared by the Purchasing

Agent/Procurement Manager. The unreasonable failure of the Offeror to promptly supply information in the connection with any inquiry with respect to the responsibility is grounds for a determination that the Offeror is not a responsible Offeror (§13-1-133 NMSA 1978). Businesses, which have not been selected, shall be notified in writing within twenty-one (21) days after an award is made (§13-1-12 NMSA 1978).

d. Selection Process (§13-1-120 NMSA 1978):

1. An evaluation committee composed of representatives selected by the City will perform an evaluation of proposals. The committee shall evaluate statements of qualifications and performance data submitted regarding the particular project and may conduct interviews with and may require public presentations by all businesses applying for selection regarding their qualifications, their approach to the project and their ability to furnish the required services.
2. If fewer than three (3) businesses have submitted a statement of qualifications for a project, the committee may:
 - i. Rank in order of qualifications and submit to the local governing body for award, those businesses which have submitted a statement of qualifications; or
 - ii. Recommend termination of the selection process and sending out new notices of the proposed procurement pursuant to §13-1-104 NMSA 1978.

7.3 NEGOTIATIONS (§13-1-122 NMSA 1978)

- a. The City's designee shall negotiate a contract with the highest qualified business for the services contemplated under this RFP at the compensation determined in writing to be fair and reasonable. In making this decision, the designee shall consider the estimated value of the services to be rendered and the scope, complexity and professional nature of the services.
- b. Should the designee be unable to negotiate a satisfactory contract with the business considered to be the most qualified at the price determined to be fair and reasonable, negotiations with that business shall be formally terminated. The designee shall then undertake negotiations with the second most qualified business. Failing accord with the second most qualified business, the designee shall formally terminate negotiations with that business.
- c. The designee shall then take undertake negotiations with the third most qualified business.
- d. Should the designee be unable to negotiate a contract with any of the businesses selected by the committee, additional businesses shall be ranked in order of their qualifications and the designee shall continue negotiations in accordance with this section until a contract is signed with a qualified business or the procurement process is terminated, and a new Request for Proposals is initiated.
- e. The City shall publically announce the business(es) selected for award.

7.4 NOTICE OF AWARD

- a. After award by the local governing body, a written notice of award shall be issued by the City after review and approval of the Proposal and related documents by the City with reasonable promptness (§13-1-100 and §13-1-108 NMSA 1978).

8. POST PROPOSAL INFORMATION

8.1 PROTESTS

- a. Any Offeror who is aggrieved in connection with a solicitation or award of an Agreement may protest to the City's Purchasing Agent and the City Clerk, in accordance with the requirements of the City's Procurement Regulations and the State of New Mexico Procurement Code. The protest should be made in writing within twenty-four (24) hours after the facts or occurrences giving rise thereto (§13-1-172 NMSA 1978).
- b. In the event of a timely protest under this section, the Purchasing Agent and the City shall not proceed further with the procurement unless the Purchasing Agent makes a determination that the award of Agreement is necessary to protect substantial interests of the City (§13-1-173 NMSA 1978).
- c. The Purchasing Agent or the Purchasing Agent's designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Offeror concerning procurement. This authority shall be exercised in accordance with adopted regulations but shall not include the authority to award money damages or attorney's fees (§13-1-174 NMSA 1978).
- d. The Purchasing Agent or the Purchasing Agent's designee shall promptly issue a determination relating to the protest. The determination shall:
 1. State the reasons for the action taken; and
 2. Inform the protestant of the right to judicial review of the determination pursuant to §13-1-183 NMSA 1978
- e. A copy of the determination issued under §13-1-175 NMSA 1978 shall immediately be mailed to the protestant and other Offerors involved in the procurement (§13-1-176 NMSA 1978).

8.2 EXECUTION AND APPROVAL OF AGREEMENT

- a. The Agreement shall be signed by the successful Offeror and returned within an agreed time frame after the date of the Notice of Award. No Agreement shall be effective until it has been fully executed by all the parties.

8.3 NOTICE TO PROCEED

- a. The City will issue a written Notice to Proceed to the Consultant.

8.4 OFFEROR'S QUALIFICATION STATEMENT

- a. Offeror to whom award of an Agreement is under consideration shall submit, upon request, information and data to prove that their financial resource, production or service facilities, personnel and service reputation and experience are adequate to make satisfactory delivery of the service described in the Request for Proposals (§13-1-82 NMSA 1978).

9. EXECUTION OF CONTRACT

The Contract, Performance Bond and Labor and Material Payment Bond (as needed) shall be executed in three (3) original counter parts. The forms and Contract Documents will be as herein included and will be furnished by the Owner. Distribution of the executed forms will be as follows:

1. Contractor
2. Owner
3. As Needed

10. CONTRACT DOCUMENTS

The complete Contract Documents may include the following: (As Needed)

1. Scope of Services
2. Professional Standards
3. Compensation
4. Term of Agreement
5. Amendment
6. Status of Contractor
7. Assignment
8. Subcontracting
9. Records, Audits and Reporting
10. Conflict of Interest
11. Stoppage of Work
12. Amendment
13. Applicable Law
14. Scope of Agreement, Merger
15. Waiver
16. Insurance
17. Notice
18. Subject to Other Documents
19. Indemnification
20. New Mexico Tort Claims Act
21. Bribery and Kickbacks
22. Discrimination Prohibited
23. Third Party Beneficiaries

11. OTHER INSTRUCTIONS TO OFFERORS

11.1 OFFERORS INTERESTED IN MORE THAN ONE PROPOSAL

- a. No person, firm or corporation shall be allowed to make, or file, or be interested in more than one proposal for the same work unless alternate proposals are specifically called for. A person, firm, or corporation that has submitted a sub proposal to an Offeror, or that has quoted prices of materials to an Offeror is not thereby disqualified from submitting a sub-proposal or quoting prices to other Offerors or making a prime proposal.

12. GENERAL TERMS AND CONDITIONS

12.1 DEFINITIONS

- a. *Addendum*: a written or graphic instrument issued prior to the opening of proposals, which clarifies, corrects or changes the Request for Proposals. Plural: addenda.
- b. *Determination*: means in the written documentation of a decision of the procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains (§13-1-52 NMSA 1978).
- c. *Offeror*: any person, corporation or partnership legally licensed to provide design professional services in this state who chooses to submit a proposal in response to this Request for Proposals.
- d. *Purchasing Agent*: means the person or designee authorized by the city to manage or administer a procurement requiring the evaluation of proposals.
- e. *Request for Proposals*: or "RFP" means all documents, including those attached or incorporated by reference, used for soliciting purposes (§13-1-81 NMSA 1978).
- f. *Responsible Offeror of Proposer*: means an offeror or proposer who submits a responsive proposal and who has furnished, when required, information and data to

prove that the proposer's financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services described in proposal (§13-1-83 NMSA 1978).

- g. *Responsive Offer or Proposal*: means an offer or proposal that conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity or delivery requirements (§13-1-85 NMSA 1978).

12.2 TERMS

- a. The terms *must, shall, will is required or are required*, identify a mandatory item or factor that will result in rejection of the Offeror's proposal.
- b. The terms *can, may, should, preferably or prefers* identify a desirable discretionary item or factor.

12.3 CONTRACTUAL TERMS

- a. *Amendment*: This contract will not be altered, changed, or amended except by a written document signed by the parties of this Contract.
- b. *Assignability*: The Consultant shall not assign, sublet or transfer their interests in this Contract without the written agreement of the City. If such an assignment is allowed, the Consultant shall be ultimately responsible to ensure that the work is performed satisfactorily. Any sub-contractors assigned must be approved by the City.
- c. *Authority to Bind the City*: The Consultant shall not have the authority to enter into any contracts binding upon the City or to create any obligations on the part of the City, except such as shall be specifically authorized by the City's representative, acting pursuant to authority granted by the City.
- d. *Binding Effect*: This contract shall be binding and shall insure to the benefit of the successors and assignees of the City and the Offeror.
- e. *Business License*: Prior to commencement of work, Offeror must secure a business license from the City of Las Vegas and submit proof thereof.
- f. *Conflict of Interest*: The consultant warrants that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services under this Contract.
- g. *Communication with the City of Las Vegas*: The consultant shall be required to periodically update the City of Las Vegas of the status of any project.
- h. *Funding*: This solicitation is subject to the availability of funds to accomplish the work. Payment and performance obligations for succeeding fiscal years shall be subject to the appropriation of funds. Therefore, when funds are not appropriated, or otherwise made available to support continuation of performance of the contract in a subsequent fiscal period, the contract will be terminated.
- i. *Gross Receipts Tax*: Unless otherwise agreed, Offeror is responsible for payment of gross receipts tax.
- j. *Indemnification*: The Consultant will indemnify, keep and hold harmless the City, its agents, officials and employees, against all suits or claims that may be based on injury to persons or property that is a result of an error, omission, or negligent act of the Consultant or any person employed by or acting on behalf of the Consultant.
- k. *Insurance*: (If Applicable) The Consultant must at all times hold errors and omissions liability insurance of at least \$1,000,000.00 and list the City of Las Vegas as an additional insured. Proof of compliance with this insurance requirement is to be provided to the City upon execution of this contract.
- l. *Method of Payment*: The Consultant shall submit itemized monthly statements of work performed on behalf of each City department as outlined herein. The City will then make payment by the 15th of the following month.

- m. *Notices*: Any notice required to be given under this Contract shall be deemed sufficient if given in writing by mail or hand-delivered to the City Clerk's office or by mail or hand-delivered to the Consultant's office.
- n. *Professional Standards*: The Consultant agrees to abide by and perform its duties in accordance with the Code of Ethics as established by the City of Las Vegas and/or its designee(s).
- o. *Scope of Contract*: This Contract incorporates all the agreements, covenants and understandings between the parties concerning the subject matter of this Contract, and all such agreements, covenants, or understandings, oral or written, of the parties or their agents shall not be valid or enforceable, unless embodied into this contract.
- p. *Subject to Other Documents*: This Contract is subject to the terms and conditions of the statutes of the State of New Mexico and Ordinances of the City of Las Vegas, New Mexico as they exist at the time that this Contract is signed or as they are hereafter amended. All such statutes and ordinances are incorporated by reference to this agreement.
- q. *Term*: The term of this agreement shall be for a period of one (1) year, which may be extended, upon written agreement of both parties, not to exceed a period of four (4) years.
- r. *Termination*: Either party may terminate this contract by giving written notice to the other party thirty (30) days in advance. However, if the Offeror is adjudged as bankrupt or insolvent, or defaults in any way, the City may, without prejudice to any other right or remedy, and after giving Offeror a minimum of ten (10) days from the delivery of a written notice, terminate the services of the Offeror.
- s. *Timelines*: All work shall be performed in a timely manner, as requested. Compensation for services not completed with agreed upon timelines will not be paid.
- t. *Work Stoppage*: The City of Las Vegas retains a unilateral right to order, in writing, temporary stoppage of the work or delay of the performance of the work, with a ten (10) day notice to the Offeror.

12.4 CONDITIONS

- a. *Bribes, Gratuities and Kick-Backs*: Pursuant to §13-1-191 NMSA 1978, reference hereby made to the criminal laws of New Mexico (including §30-14-1, §30-24-2 and §30-41-1 through §30-41-3 NMSA 1978) which prohibits bribes, kick-backs and gratuities, violation of which is a felony. Furthermore, the Procurement Code (§13-1-28 through §13-1-199 NMSA 1978) imposes civil and criminal penalties for its violation.
- b. *Design Professional Registration*: All work shall be under the direction of the applicable design professional legally licensed and registered by the State of New Mexico.
- c. *Fees*: A lump sum fixed fee for Basic Service will be negotiated with the Offeror selected.
- d. *Funding*: The solicitation is subject to availability of funds to accomplish the work.
- e. *Governing Law*: The Agreement shall be governed exclusively by the laws of the State of New Mexico as the same from time to time exists.
- f. *Independent Contractors*: The Consultant and the Consultant's agents and employees are independent contractors and are not employees of the City. The Consultant and the Consultant's Agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles or any other benefits afforded to employees of the City as a result of the Agreement.
- g. *Professional Liability Insurance*: The Offeror will be required to carry professional

liability (errors and omissions) insurance. The amount of coverage will be \$1,000,000.00.

- h. Standard Form of Agreement between City and Consultant:* The form of agreement required by the funding agency or issued by the City will be used for this project. Copies are available upon request.

Copies of Request for Proposals can be obtained in person at the office of the City of Las Vegas' Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico 87701, 505.426.3262

EVALUATION SHEET

Offerors:

Proposal must address each of the following criteria to receive points.

Rating Sheet For (applicant name):		
Item	Possible Points	Points Awarded
1. Specialized Services as defined in the Scope of work	30	
2. Capacity and Capability	15	
3. Past Record and Performance	15	
4. Familiarity with City of Las Vegas land use and water regulations	20	
5. Current volume of work with City of Las Vegas is less than 75%	10	
6. Resident / Veterans Preference	<u>10</u>	
Subtotal Proposals for Scope of Services	<u>100</u>	

CITY OF LAS VEGAS
RFP/BID/OPENING

DATE: 8-Jul-2020

OPENING NO.: 2020-14

TIME: 2:30 PM

DEPARTMENT: **WATER**

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

ITEM(S): **PROFESSIONAL CONSULTING SERVICES FOR HYDROLOGIST**

RECEIVED FROM:	AMOUNT	SUB CONTRACTOR LIST	BID BOND	AFFIDAVIT NOTARIZED	CAMPAIGN DISC. FORM
1 <u>Gloneta Geoscience</u>					<input checked="" type="checkbox"/>
2					
3					
4					
5					
6					

COMPANY REPRESENTATIVE

COMPANY NAME

<u>M. Margaret Silva</u>	<u>City of Las Vegas - Inventory</u>
<u>Richard A. [Signature]</u>	<u>City of LV - Finance</u>
<u>[Signature]</u>	<u>CLV Purchasing</u>

(use other side of form when full)
ORIGINALS TAKEN BY CITY CLERK:

[Signature]
DATE: _____

OPENED BY: FINANCE DEPARTMENT

M. Margaret Silva
DATE: 7-8-20

COPIES TAKEN BY DEPT:

[Signature]
DATE: 7/8/2020



GLORIETA GEOSCIENCE, INC.

P.O. Box 5727
(505) 983-5446
E-mail:
Web Address:

Santa Fe, NM 87502
Fax (505) 983-6482
ggi@glorietageo.com
www.glorietageo.com

July 6, 2020

Ms. Casandra Fresquez, City Clerk
City of Las Vegas
1700 N Grand Ave
Las Vegas, New Mexico 87701

RE: Response to Request for Professional Consulting Services for Hydrologist, RFP #2020-14

Dear Ms. Fresquez:

Glorieta Geoscience, Inc. (GGI) is pleased to submit to the City of Las Vegas this response to 'Professional Consulting Services for Hydrologist' in response to RFP No. 2020-14. GGI has been providing water rights, water resource and environmental consulting services for clients in New Mexico, Nevada, Arizona, and other western states for more than 40 years. We have comprehensive professional experience in hydrogeology and water rights consulting, conducting field investigations, surface water hydrology and related investigations, managing water rights, and providing expert witness testimony in support of many public sector clients. We encourage the reviewers to visit our website at www.glorietageo.com for descriptions of our services and publications.

The GGI team has more than 85 combined years of experience providing hydrology and water rights consulting services to the City of Las Vegas. In the past 4 years, GGI has completed the following projects or tasks for the City: 1) Provided hydrologic analysis and expert technical support for successful negotiation of the Storrie Project storage agreement, saving the City \$8 million; 2) Analyzed Gallinas stream flow data and assisted the Utilities Director in negotiating the acequia water sharing agreement under State Engineer guidelines; 3) analyzed return flows and water quality from City Wastewater Treatment Plant; 4) overall water rights consulting; 5) advised Utilities Department on strategies to optimize utilization of Taylor Well Field; 6) prepared and obtained State Engineer approval of City's 40-Year Water Development and Water Conservation Plans, and; 7) developed a GIS database of Utilities Department water and sewer infrastructure for analysis of potential ETZ water use and return flow calculations. Our highly qualified and diverse staff allows GGI to rapidly respond to project demands, especially since GGI is located within a one-hour drive from Las Vegas.

Mr. Jay Lazarus, GGI President and Senior Geohydrologist, is this Offeror's representative for RFP No. 2020-14 with the authority to enter into binding agreements with the City of Las Vegas. Mr. Jim Riesterer, P.G., will serve as overall Project Manager as he has for the past 4 years. Mr. Ian Lauer, Hydrogeologist, will serve as lead for utility infrastructure, GIS, and related needs. All staff members listed above are experts in water rights administration and planning. Additional experienced staff members will be assigned specific tasks as needed. GGI's proposal is organized in accordance with the RFP requirements.

GGI's Project Team and I are looking forward to working with the City of Las Vegas as we provide the requested services. Please contact me at (505) 983-5446 x111 or lazarus@glorietageo.com, if you or the Evaluation Committee have any questions or require any clarification about our proposal.

Sincerely,

Jay Lazarus, Pres./Sr. Geohydrologist

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A. Proposal

Section A – Offeror’s Identification

OFFEROR INFORMATION

OFFEROR: GLORIETA GEOSCIENCE, INC.
AUTHORIZED AGENT: Jay Lazarus, Pres./Sr. Geohydrologist
ADDRESS: PO Box 5727 Santa Fe, NM 87502
TELEPHONE NUMBER: (505) 983-5446
FAX NUMBER: (505) 983-6482
DELIVERY: 1723 Second St., Santa Fe, NM 87505
STATE PURCHASING RESIDENT CERTIFICATION NO.: L1944149808
NEW MEXICO CONTRACTOR’S LICENSE NO. N/A
FEDERAL TAX ID: 85-0358730

SERVICE (S): PROFESSIONAL CONSULTING SERVICES FOR HYDROLOGIST
THE CITY OF LAS VEGAS RESERVES THE RIGHT REJECT ANY OR ALL PROPOSALS AND TO WAIVE ANY
TECHINICAL IRREGULARITY INTHE FORM.

AFFIDAVIT FOR FILING WITH COMPETITIVE PROPOSAL

STATE OF NEW MEXICO
COUNTY OF SANTAFE

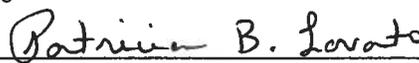
I, JAY LAZARUS, state under penalty of perjury that I am at least 18 years old, and am of the agent
authorized by the offerers to submit the attached proposal. Affiant further states that the offerer has
not been a party to any collusion among offerers in restraint of freedom of competition by
agreement to a fixed price or to refrain from submitting a proposal; or with any city official or
employee as to the quantity, quality or price in the prospective contract, or any other terms of said
prospective contract; or in any discussion between offerers with any City official concerning an
exchange of money or any other thing of value for special consideration in the letting of a contract.



Signature

Subscribed and sworn to before me, this 6th day of July, 2020

(SEAL)

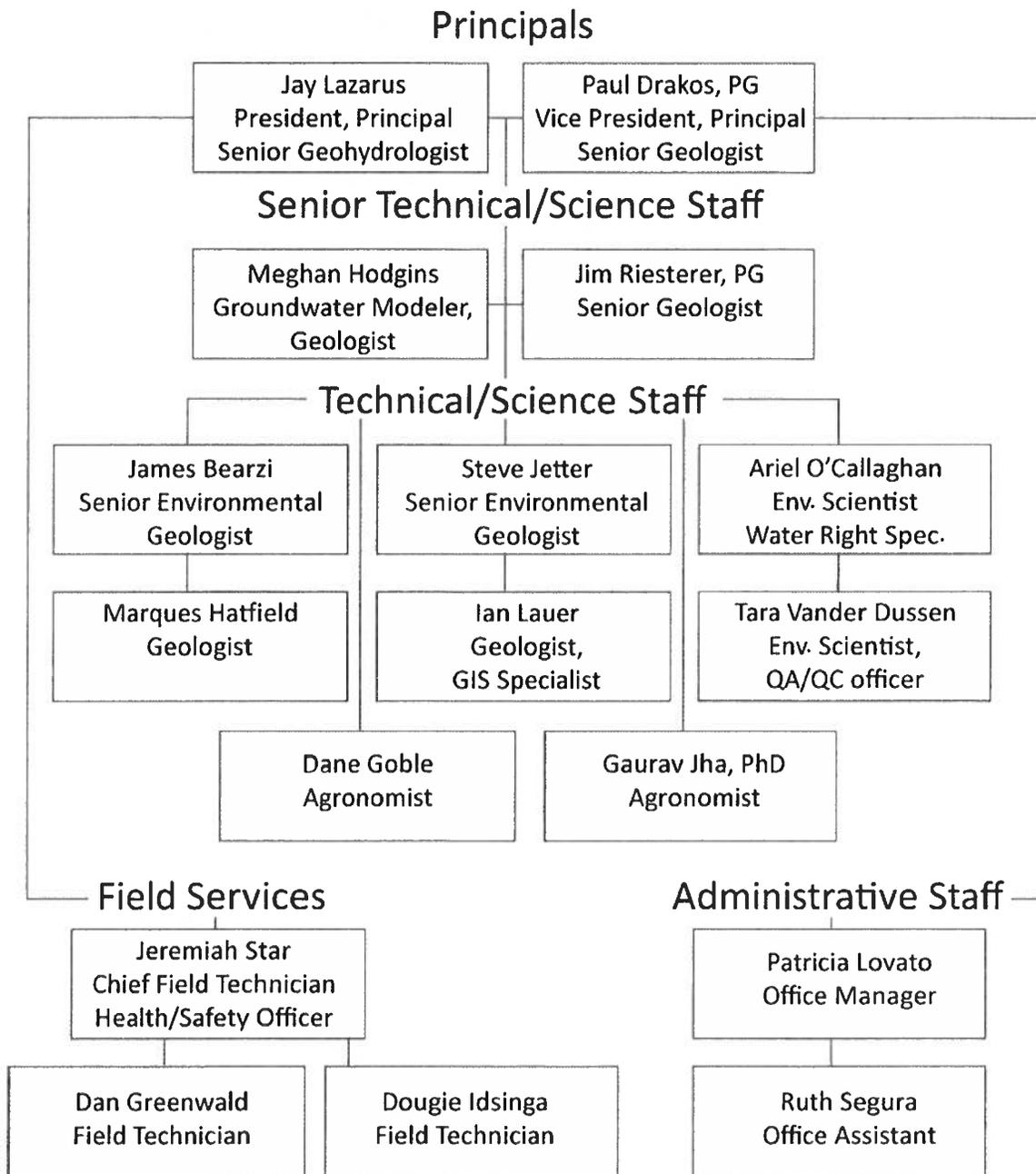


Notary Public Signature

My Commission Expires: 5-28-23

Mr. Jay Lazarus, GGI President and Senior Geohydrologist, is this Offeror’s representative for RFP No. 2020-14
with the authority to enter into binding agreements with the City of Las Vegas. Mr. Lazarus and Paul Drakos,
P.G., GGI’s Vice President and Senior Geologist, will serve as co-principals in charge and will be primary contacts
for the City. Jim Riesterer, P.G., will serve as overall Project Manager as he has for the past 4 years. The following
organization chart shows GGI staff available to work on projects. All work is conducted at the direction of senior
staff, who communicate with and are under the direction of the Mayor, City Manager, and/or Utilities Director.
GGI does not have any projects with the City that are less than 75% complete.

Glorieta Geoscience, Inc. Organizational Chart



Personnel authorized for preparation and execution of contract:

Jay Lazarus, President – 505-983-5446 ext. 111, Paul Drakos, Vice-President – 505-983-5446 ext. 108

Section B – Campaign Contribution Disclosure Form

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250.00) WERE MADE to an applicable public official by me, a family member or representative.



Signature

July 1, 2020

Date

President/Sr. Geohydrologist

Title (Position)

Section C – Personnel Experience

The following are key personnel's qualification and education. Additional GGI staff will be used on projects on an as-needed basis. All staff resumes are available at www.glorietageo.com/staff.

Mr. Jay Lazarus, President & Senior Geohydrologist

Education: B.S. Geology

Years Professional Experience: 40

Mr. Lazarus is GGI's President and Senior Geohydrologist, and has over 40 years of professional experience developing, implementing, and bringing to successful completion numerous multi-disciplinary water resources projects. Mr. Lazarus served as the City's primary hydrologist and water rights expert from 1985-2010 and 2016-2020. The scope of these projects include: water resources development, hydrogeologic characterizations, planning, and training; water rights adjudication/litigation support; project management, cost control, and administration of complex projects. Mr. Lazarus develops water rights acquisition strategies with the City's Utilities Director. He also supervises numerous environmental compliance projects, including management of numerous abatements and corrective actions; drilling supervision, well design, lithologic description of cuttings and continuous core, evaluation of geophysical logs, and development of drilling specifications; development of programs for conducting aquifer tests and sampling of discrete groundwater zones in multi-aquifer systems; groundwater basin analysis; development of hydrogeologic framework for multilayer groundwater models; alternative energy development; regulatory protocol development; expert testimony/litigation support; wastewater reuse projects; as well as watershed analysis and perennial yields.

Mr. Paul Drakos, P.G., Vice President & Senior Geologist

Professional Licenses: P.G. AZ #61357, WY #3422, TX #10412, WA #3044

Education: M.S. Geology

Years Professional Experience: 30

Mr. Drakos is the Vice President and Senior Geologist with GGI. Mr. Drakos' work experience includes coordination and supervision of numerous projects encompassing the drilling, design, development, completion, and testing of public-supply wells (including the City of Las Vegas' Taylor Well Field), including multiple-well and multiple-aquifer pumping test design and interpretation. These projects range in scope from design, drilling, and testing of subdivision water supply wells to rehabilitation and testing of stream augmentation wells for the Interstate Stream Commission, as well as development of exploratory drilling programs to characterize the aquifer system in the Taos Valley and southern San Luis Basin in northern NM. Mr. Drakos has also completed spring inventory investigations, including geologic, hydrologic, and geochemical characterization of springs on the Zuni Reservation in western NM, the Spring Mountains and Pahump Valley in Nye Co., Nevada, and in the Lake Fork watershed in northern NM. Mr. Drakos also completed the soils and hydrology portions of US Army Corps of Engineers jurisdictional wetland determinations and wetland mitigation projects in northern NM.

Mr. Drakos's professional development and training includes: Dendrochronology Workshop, U. of Arizona, Lab of Tree Ring Research; Environmental Isotopes in Groundwater Resources and Contaminant Hydrogeology; Fractured Rocks: Characterization, Flow, and Transport; Introduction to Groundwater Geochemistry and Applications of Groundwater Geochemistry; MODFLOW (U.S.G.S. Modular flow model) course; Floodplain Hydrology and Watershed Modeling Seminar; and Completion of all training pertinent to LANL training matrix.

Ms. Meghan Hodgins, Senior Modeler & Geologist

Education: M.S. Geology

Years Professional Experience: 23

Ms. Hodgins is the Senior Modeler and Geologist at GGI. Ms. Hodgins experience includes: development of three-dimensional groundwater flow models in basin fill and fractured bedrock aquifers; drilling supervision, well design, lithologic description of cuttings and continuous core, evaluation of geophysical logs, and development of drilling specifications for groundwater production water wells and monitoring (environmental) wells; geologic mapping for mineral resource evaluation and well siting; field supervision of drilling and installation of well nests to depths of up to 2,500 feet in basin fill aquifer settings; field management of programs for conducting aquifer tests and sampling of discrete groundwater zones in multi-aquifer systems; groundwater basin analysis and flow modeling ; as well as aquifer test design, data collection, and analysis.

Ms. Hodgins has worked in City well drilling and testing, hydrology, and water rights projects since 1997 and has been responsible for the management and completion of more than 60 hydrogeologic investigations that focus on characterizing hydrogeologic and geologic site conditions and include drilling exploratory and production wells, pumping tests, water quality analysis, groundwater modeling and well completion reports. Ms. Hodgins recent work experience includes management of well evaluation, well rehabilitation, well siting, drilling and testing, and water level monitoring for the Eldorado Area Water and Sanitation District (EAWSD) in Santa Fe County, New Mexico. Ms. Hodgins has prepared expert reports and preparation for testimony in three OSE administrative proceedings.

Mr. Jim Riesterer, P.G., Senior Geologist

Professional Licenses: P.G. WY #3540, TX #10244, AZ #50912, WA #3034

Education: M.S. Geology

Years Professional Experience: 20

Mr. Riesterer is a Senior Geologist/Project Manager Geologist at GGI and has been GGI's project lead for the City of Las Vegas' water rights, water supply, Storrie Project storage acquisition, 40-Year Plan, water conservation plan and other projects from 2016-2020. He has worked on or been project lead for a wide range of geologic and hydrologic investigations including: design, construction supervision, and testing of municipal, community, domestic, and agricultural water supply wells; regional and local scale investigations of aquifer systems, with a focus on determining geologic controls on groundwater movement; design and implementation of groundwater models for well field management and water right administrative purposes; geomorphic mapping and sampling to characterize sediment contamination; characterization of springs including sources, recharge rates, and controls on discharge; preparing and reviewing documents for water right transfers; documentation of historic water uses in support of water right transactions; providing expert support in OSE legal proceedings/adjudications; characterization of Permian evaporite stratigraphy and shallow water resources in the Texas panhandle for a Compressed Air Energy Storage (CAES) facility, and other projects.

Ms. Ariel O'Callaghan, Environmental Scientist/Water Rights Specialist

Education: B.S. Environmental Science

Years Professional Experience: 6

Ms. O'Callaghan is an Environmental Scientist/Water Rights Specialist at GGI. Ms. O'Callaghan's experience includes water resource planning and water rights research and analysis. She has completed conservation plans throughout the state using the New Mexico Office of the State Engineer Gallons Per Capita per Day calculator (GPCD) and Water Loss Control American Water Works Association (AWWA) water audit software. Her work with the Town of Red River includes completing a conservation plan which outlines the town's water usage by sector, distribution system and methods to promote water conservation. Currently she works with the City of Jal as their water right consultant helping them understand and map their water rights. Through historic research, and meetings with state agencies she was able to uncover Jal's old well field and is helping them acquire water rights to meet projected

demands. She worked with the Santa Fe County Utilities Department to outline and assess more than 40 distinct, unique water service agreements. She worked directly with the Utility Department, county clerks and individuals to research and outline existing water agreements. This allowed the County to make informed economic and water supply decisions prior to issuing new water service agreements. She has prepared or evaluated approximately 80 water rights applications in the past 5 years.

Mr. Ian Lauer, Hydrogeologist

Education: M.S. Geology

Years Professional Experience: 4

Mr. Lauer is a Hydrogeologist at GGI. Mr. Lauer is experienced in a range of geologic and hydrologic investigations including: design, development, and analysis of geographic information systems (GIS); remote-sensing and geospatial analysis of hydrologic, geologic, and ecological systems, including leading two basin- and regional-scale investigations; design, construction supervision, and testing of municipal and agricultural water production and monitoring wells; geomorphology of rivers and landscapes; GPS, photogrammetry, and LiDAR surveys and model production; and field data collection including but not limited to water quality sampling, lithologic logging, geologic and geomorphic mapping, and river hydrology and morphology characterization. Mr. Lauer was responsible for design and production of a GIS database of water and sewer infrastructure and analysis of potential ETZ water use and return flow calculations for the City of Las Vegas. Additionally, Mr. Lauer has assisted with various other tasks related to water rights analysis and purchases, and discharge permit planning and compliance.

Mr. Marques Hatfield, Geologist

Education: M.S. Geology

Years Professional Experience: 4

Mr. Hatfield is a Geologist at GGI who routinely conducts water resources, water rights and environmental investigations in New Mexico and Nevada. He has conducted Gallinas River stream flow data analysis and water rights research support to the Utilities Department, and researched water use by El Creston MDWCA.

Section D – Licenses

No general contractor license is required for the services provided.

Section E – Experience in Hydrologist Services

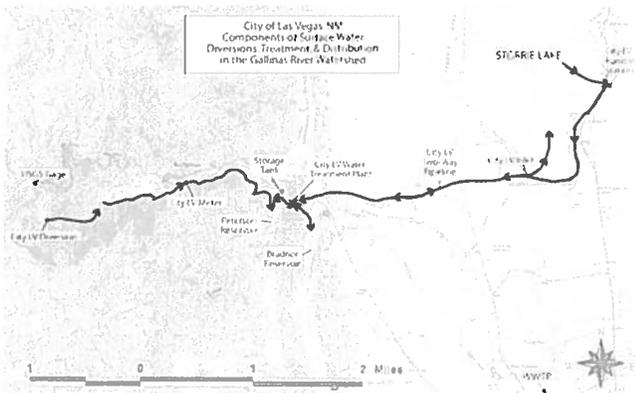
GGI staff members are leaders in the State of New Mexico in providing hydrologic analyses, developing water supplies, providing water right transactional support, as well as providing technical expertise in support of legal proceedings, as described in the following sections.

GGI has worked on hydrology projects throughout New Mexico, Nevada and Arizona for the last 40 years and has experience working for numerous municipalities including Las Vegas, Angel Fire, Artesia, Columbus, Eagle Nest, Española, Grants, Hagerman, Lordsburg, Pecos, Red River, Reserve, Rio Rancho, Ruidoso Downs, Santa Fe, Socorro, Taos, Village of Taos Ski Valley, Truth or Consequences, Velarde, and Wagon Mound; as well as Santa Fe, Rio Arriba, Taos, Mora, San Miguel, Hidalgo, Grant, Luna, and Lea Counties in New Mexico, and Nye County, Nevada. GGI works for state agencies including the New Mexico Bureau of Geology, New Mexico Interstate Stream Commission (ISC), New Mexico Office of the State Engineer, and New Mexico Environment Department Petroleum Storage Tank Bureau. GGI has also worked for many tribes in New Mexico including Zuni Pueblo, the Navajo Nation, Santo Domingo Pueblo, San Felipe Pueblo, Sandia Pueblo, Pojoaque Pueblo, and Ohkay Owingeh Pueblo.

GGI has been providing hydrology and related consulting services to the City of Las Vegas for approximately 30 years. We have a thorough understanding of the City's surface water and ground water diversions and water treatment and distribution systems. GGI is well versed in the City's water issues, and recently prepared of the City's state-mandated 40-Year Water Development Plan that was approved by the Office of the State Engineer (OSE) this year. We recently completed a GIS-based analysis for the utilities Department of potential new customer use within the City and extraterritorial zone (ETZ). GGI understands how important the conjunctive use of Gallinas River water and Taylor Well Field groundwater are to the City's water Utility operations. Brief descriptions of some of the Water Rights and Hydrology services we provided to the City and our extensive understanding of the City's water resource challenges are presented below and supported by additional work for various other clients.

1 – Services related to water rights and hydrology

Gallinas River Water Rights: The Gallinas River has a 30,000 ac-ft/yr (+/-) demand while providing 14,000 ac-ft/yr (+/-). GGI has a long-term understanding and working knowledge of the need to apportion Gallinas River water between the City (1848 and 1881 priorities), Gallinas River Acequias (various priorities) and Storrie Project Water Users Association (Storrie; 1909 priority). We have worked with the City to implement the OSE's Active Water Resource Management (AWRM) guidelines as administered by the Gallinas River Water Master and have inspected and visited all points of diversion and acequias and Storrie Canal on the Gallinas. We understand how the Storrie Project operates and provides water to its members (flumes at each head gate) and we have inventoried and inspected all non-Federal water rights under the Storrie Canal.



Storrie Lake Storage Evaluation and Purchase: GGI developed a surface water accounting model for the Gallinas River to provide guidance for the City in negotiating terms for the annual AWRM shortage sharing agreements with other diverters on the Gallinas. The model was modified to evaluate how the potential purchase of storage rights in Storrie Lake could benefit the City. Our analysis indicated that above a threshold amount of Storrie Lake storage, minimal benefit would accrue to the City from purchasing additional storage because much of the water would be lost to evaporation. The model results were utilized by the City in negotiating the purchase of 800 ac-ft of permanent storage capacity in the Lake, reduced from the initially proposed amount of \$2300 ac-ft. This reduction saved the City \$8 million in purchase costs, allowed the City to remain within its bonding capacity, and still allowed the City to provide a secure future water supply during periods of extended drought.

Groundwater Surface Water Interaction: GGI has a detailed understanding of how TWF aquifers are hydrologically connected to the Gallinas River. GGI has mapped the geology from Romeroville to north of the Gallinas River to construct hydrogeologic cross-sections showing where the aquifers intersect the river. We can assist the City to develop strategies to offset groundwater pumping depletion on the Gallinas River surface flows if this topic arises. We work on stream-connected aquifers for numerous clients including but not limited to: Town of Red River, 10 farms and dairies in the Lower Pecos River, Moapa Valley Water District (Muddy River in Nevada), Zuni Pueblo (Zuni River), Sandia Pueblo (Rio Grande), City of Ruidoso Downs' (Rio Ruidoso), Española (Rio Grande, Rio Santa Cruz, Rio Truchas, Rio Chama). We have reviewed subdivision water pumping impacts on Gallinas streamflow that would

deplete the river upstream of the City's Gallinas diversion. We understand the importance of conjunctive use between the Gallinas River surface water and TWF groundwater, with groundwater utilized to provide supplemental drinking water for the City during periods of low flow on the Gallinas.

Hydrologic Analysis and Water Rights Litigation Support, City of Jal, Lea County, NM (2015 – present): GGI is evaluating water rights documents for the City of Jal to protect the City's claim to pre-basin rights. Through research of the City's 60 year water rights records and meeting with state agencies, GGI staff was able to uncover Jal's old well field substantiating its pre-basin rights. GGI examined historical documents at the OSE and State Land Office to identify Jal's water usage and wells in the east well field that are located on state lands. GGI is bringing the City into compliance with its State Land Office water easement. We are also working on filing water right declarations for these wells. GGI staff (Drakos, Riesterer, Hodgins and O'Callaghan) have presented testimony in depositions regarding new appropriations of water rights in multiple basins and their effect on the City well field. GGI has selected exploratory drilling locations and supervised both exploratory and production well drilling and aquifer testing for the City.

City of Ruidoso Downs, NM (2004 – present): Since 2004 GGI has been assisting the City of Ruidoso Downs with the preparation of applications to obtain new water rights and to combine/commingle existing water rights in the City's well field that were approved by OSE. GGI evaluated sources of flow to the spring that provides the majority of the City's drinking water and prepared an application to supplement spring flow from the City's well field that was approved by OSE, thereby providing the City with a secure water source for the foreseeable future. The City's water rights have different limitations on pumping depending on flow in the Rio Ruidoso, so GGI designed a water right tracking system for the City to allow pumping of water rights to be optimized during periods of low flow on the Rio Ruidoso and to track against the Roswell Basin's 5-year accounting period.

Rockview Farms (Ponderosa Dairy), Amargosa Valley, NV, (1998 – present): GGI is responsible for all water rights acquisition, strategies for acquisition, and development of 4,400 afy of groundwater and one million gallons per day of reuse water in a highly contested basin between Devils Hole and Death Valley. GGI successfully negotiated settlement with the Nevada State Engineer in Ruling 5902 for >1,000 afy of groundwater and successfully negotiated settlements and letters of no further protest with the National Park Service and US Fish and Wildlife Service. GGI also negotiated the location and design of a "settlement monitoring well" to observe water level fluctuations in the shallow alluvial aquifer.

2 – Water rights accounting and purchasing

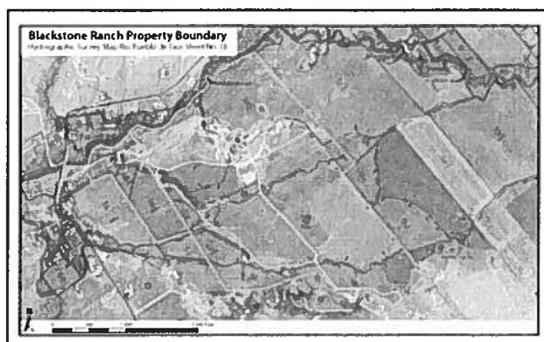
City of Las Vegas Water Rights Purchases and Transfers: GGI successfully negotiated purchase and transfer of the Franken water rights under Storrie Project and developed the agreement with Storrie on terms of use and schedule. We negotiated the terms of purchase and successful transfer of the Ernie Quintana water rights that included contracting with a licensed appraiser to establish the fair market value of the Quintana rights. GGI also evaluated the Dunbar/Duran Water Purchase Agreement, the Piño water rights, and developed an RFP for the City to purchase acequia water rights. We also evaluated a Mora River interbasin transfer location on Sapello River and Hwy 518. GGI evaluated water rights and diversion restrictions in the Canadian Basin on the Sapello River at Ruby Ranch (Lake Isabell and Lake David) for inter-basin transfer and developed terms for a potential water supply purchase with TWF neighbor Milliken Ranch.

Taos Ski Valley, Village of Taos Ski Valley, NM (1990-present): For the last 30 years, GGI has collected and analyzed meter readings for snow-making diversions and calculates diversion and consumptive use from multiple surface water points of diversion. We are responsible for submitting all meter readings to

the State Engineer for permit compliance.

Meter Readings and Water Rights Administration in the Roswell Artesian Basin, NM (2006 – present): GGI tracks diversion and consumptive use and water rights for numerous clients in the Roswell Artesian Basin by collecting weekly and/or monthly water meter readings from commercial and irrigation wells in the shallow and artesian aquifers, and metered discharges from effluent reuse lagoons. GGI compiles the data into our CAFOWeb™ database, tracks the data along with OSE meter readings, and calculates credited carriage losses and return flow credits to determine water rights used under the 5-year accounting system. The work also includes calculating return flows, recovery of carriage losses, transferring water rights under rigorous State Engineer modeling limitations, and accounting for shallow/artesian combination permits. GGI uses the OSE SKL model to evaluate water rights impacts from transferring artesian and shallow water rights at varying distances from the Pecos River.

Blackstone Ranch Water Rights, Taos County, NM (2008 – present): GGI is responsible for water rights analysis, planning and transfer for Blackstone Ranch in Taos County, NM. GGI developed the overall consumptive use water rights strategies for change of use, and place and point of diversion for development of 150 irrigated acres from two stream systems and three acequias in the Taos Valley. GGI has provided expert witness testimony on behalf of the Ranch in water rights, well permitting and wastewater disputes in NM District Court.



3 – General water resource planning and management

City of Las Vegas Return Flow Credit Plan: Based on an analysis of City diversions from both the Taylor well field and Gallinas River together with treated effluent discharge GGI staff prepared a return flow credit plan for submittal to the OSE. The purpose of the plan was to establish a 50% return flow credit on all pending and future water rights transfers. The GIS database of existing water and sewer lines in the ETZ created by GGI will allow the City to assess potential future return flows that can be obtained by adding sewer customers in the ETZ.

Reservoir Operations: The City's primary source of water is surface water from the Gallinas River that is stored in Bradner, Peterson, and Storrie Reservoirs. GGI has a comprehensive working knowledge how City diversions from the Gallinas are affected by sediment load during high flow events. When the sediment load is high, the City bypasses the water until the turbidity clears to keep reservoir storage volume as large as possible. The Gallinas River Water Master schedules sharing of the river with the acequias. We have worked with the City's water system operators to develop delivery schedules to and from the City's storage pool in Storrie through the 2-way 10 inch pipeline. GGI also, as part of the Storrie storage purchase agreement, developed the methodology for accounting the City's evaporative losses from Storrie Lake and provided the City with a spreadsheet that is utilized for monthly evaporative loss calculations. GGI understands that water placed in storage in Storrie is more expensive water to pump and treat than 'primary' Gallinas water and how that must be balanced against the high evaporative loss from Storrie Lake.

Water Supply Appraisal Report, Nye County Water District, NV (2012-2013): GGI was retained by the Water District to analyze domestic, municipal, and industrial water supply problems, needs and opportunities for 26 community and/or utility scale water systems in Nye County. The appraisal investigation included a preliminary assessment of alternatives to address the identified water supply problems, identification of perennial yields in eight basins, future water supply and water right needs, and a study to determine if there were viable alternatives that warranted a more detailed investigation through a feasibility study. GGI evaluated the quantity and quality of existing water resources in the County, identified existing and projected demands, and determined the infrastructure required to continue to serve existing and the projected population growth in Nye County. The investigation involved all community water systems operating within Nye County, and an investigation of the water rights, water supply and water quality in each basin containing a community water system. GGI identified potential funding sources for publicly and privately owned water systems to finance improvements. The results of the appraisal investigation will be used to update the Nye County Water Resource Plan and Water Management Plan in key hydrographic basins within the County.

Moapa Valley Water District Order 1169 Settlement and Compliance (2011-present): As part of a negotiated stipulated agreement between the District, Southern Nevada Water Authority, US Fish and Wildlife Service, US National Park Service and private entities, GGI annually analyzes pumping data, spring flow data, and ground water levels to assess pumping impacts on stream and spring flow for endangered Moapa Dace habitat.

4 - Serving as a technical expert in water rights hearings

Technical Experts in Water Rights Hearings (1981-present): GGI staff have testified numerous times in water rights hearings, court proceedings, rule making hearing and adjudicatory proceedings. GGI staff have been qualified as expert witnesses in geology, hydrology, geohydrology, water rights, structural geology, geomorphology, domestic wells, contaminant fate and transport, regulatory and enforcement interpretation and application, water resource and wastewater planning and management. Since September, 2019, GGI staff (Lazarus, Drakos, Riesterer, Hodgins, O'Callaghan, and Goble) have all presented expert testimony, either at hearing or in depositions, in geology, hydrology, water rights, groundwater modeling, and remote sensing in protested water rights applications in New Mexico and in a Nevada State Engineer 14-day regulatory hearing.

Gallinas River Adjudication: GGI staff have worked with the City's water attorneys on various aspects of the City's Gallinas River water rights and Taylor Well Field water rights. worked with the City and its attorneys for 15 years to adjudicate the City's Pueblo water rights claim. Mr. Lazarus testified in the Gallinas adjudication on the Taylor Well Field water rights and well capacity. GGI provided water rights and irrigated lands research to the City's attorneys that supported the City's successful defense against *inter se* challenges to the City's water rights. Mr. Lazarus served as the Co-chair of the Gallinas River Technical Committee, participated in meetings with the Special Master, and Mr. Riesterer negotiated proposed settlements with the acequias and Storrie Project, and analyzed Gallinas Stream flows, historical water supply, and reservoir storage requirements in support of these efforts.

5 - 40-year water planning preparation

City of Las Vegas 40-yr Plan: Municipalities in New Mexico are allowed to preserve their water rights unused for up to 40-years, provided that they demonstrate to the OSE that there is a future need for the water rights, as documented through preparation of a 40-year Water Development Plan (commonly referred to as the 40-year plan). GGI worked with City staff to determine current and projected water use

using metered sales data, water plant production data, and the OSE's gallons per capita day (GPCD) calculator. These data were combined with population projections based on UNM projections, ISC projections, and historic City growth rates to estimate a range of possible population growth and future water demand. These data provided the basis for preparation and submittal of a 40-year plan that shows the City's need to maintain all of its Gallinas and Taylor Well field rights. The plan was approved by the OSE in 2020, with a recommendation that updates be provided every ten years.

City of Las Vegas Water Conservation Plan: As a condition of approval of the City's application for an additional point of diversion, OSE required that the City submit and obtain approval for a Water Conservation Plan. GGI worked with City staff to document the City's extremely effective conservation measures that have been implemented over the past ten years. The conservation plan highlighted meter and line replacement programs, City ordinances, implementation of a tiered water rate structure, education and outreach programs, and other measures that have reduced per capita water use. GGI worked with the City to utilize the American Water Works Association's (AWWA) water audit software to identify non-revenue water losses and areas for future system improvements. Much of the information in the plan was incorporated in the 40-year plan described previously. The water conservation plan was approved by OSE in 2020.

Extraterritorial Zone (ETZ) Water Use and Return Flow Analysis: GGI developed a GIS database of City water and sewer infrastructure and analyzed maximum potential quantity of water that could be delivered to customers within the City's ETZ and any potential for associated return flow credits for effluent returned through the City's water treatment systems. The City currently has water infrastructure that spans much of the ETZ, an area more than twice the size of the current city limits, and already serves multiple developments within the ETZ. Undeveloped and or privately served lots in the ETZ represent a large potential future water demand for the City's system. To account for potential future water demand on the City's system, GGI analyzed the maximum development potential of current properties within the ETZ and within reasonable development distance to the existing infrastructure. This study provides supporting data for estimates of potential future demand put forth in the 40-year pan by utilizing a geospatial analysis of the available water and sewer infrastructure.

Water Resource Plan, Moapa Valley Water District, NV (2014 - current): GGI was responsible for preparing the 50-Year Water Resource Plan, as required by the Nevada State Engineer, to put more than 22,000 afy of groundwater to beneficial use. GGI is also responsible for future water use projections based on conservation and zoning criteria, locating wells for future groundwater development within Order 1169 criteria, and evaluating how administration of five previously separately administered basins that contribute flow to Lake Mead will be administered as a single basin for future groundwater and surface water management.

6 - Upper Gallinas stream forecasting and diversion modeling

GGI has worked closely with City staff, State administrators, and other water users on the Upper Gallinas River to develop cooperative water sharing agreements within the framework of the Office of the State Engineer's (OSE's) Active Water Resource Management (AWRM) policies. To inform and guide the City's decision-making process, GGI developed a stream flow routing model to evaluate potential impacts of various AWRM scenarios. The model was built utilizing historic Gallinas River flow data which start in 1926, and is constructed to allow adjustments to anticipated flow to account for various climate change scenarios and/or normal variations in annual flow caused by natural variability. Reservoir storage from Bradner, Peterson, and Storrie Lake reservoirs are included and can be modified as improvements are

made to the reservoir features that increase their storage capacity. Using the model to examine potential outcomes of various proposed AWRM scenarios allowed GGI to provide the City with recommendations for scenarios that would be most beneficial to the City and downstream users within the AWRM framework. This provided the City with the data needed to support its position in advocating for the most beneficial outcome in negotiation sessions with the OSE and other River users.

In addition to being used to guide the City's position in AWRM discussions, the model was used to inform the City on the potential benefits of purchasing additional storage space in Storrie Lake. By changing the amount of Storage available to the City in Storrie Lake within the model, and then evaluating various stream flow scenarios (normal flows vs. extended drought) GGI was able to provide the City with information showing that increasing storage in Storrie Lake would provide the City with additional water security up to a storage amount of approximately 850 ac-ft per year. Above that amount, the model indicated that minimal additional security would be provided during extended drought periods.

7 – Analyze data on environmental impacts of pollution, erosion, and drought.

GGI performs regular environmental assessment of contaminated sites including initial investigation through cleanup oversight. GGI staff are often retained as either consulting or testifying experts in environmental litigation. We analyze water quality data quarterly from more than 250 ground water monitoring wells in New Mexico, resulting in entering and conducting Quality Assurance/Quality Control (QA/QC) on more than 5,000 individual data entries. GGI will work with the City of Las Vegas Utilities Department to evaluate hydrocarbon contamination at the "Trisite" site and hydrocarbon, chloride, and chlorinated solvents at the NM Dept. of Transportation yard, with the intent of determining the appropriate amount of water rights to lease for remediation of these sites..

Buckman Direct Diversion, 2018-present – GGI is the lead environmental consultant to the Buckman Direct Diversion, a joint Santa Fe City/Santa Fe County surface water diversion from the Rio Grande immediately downstream from Los Alamos Canyon. GGI analyzed and conducted QA/QC on water quality samples (heavy metals, radionuclides) from the water treatment plant internal processes. We are currently designing a Treatment Efficiency and Removal testing program for the BDD facility.

Moapa Valley Water District, Nevada DWR Order 1303 Hearing, 2019 – Representing the Moapa Valley Water District in a Nevada State Engineer regulatory hearing, Mr. Lazarus, with the support of Messrs. Riesterer and Hatfield, presented expert testimony on effects of drought on long term spring discharges and ground water levels over a 1,000 mile² fractured bedrock ground water basin. GGI compared the discharge and water level data to the Palmer Drought Severity Index to analyze temporal effects of drought.

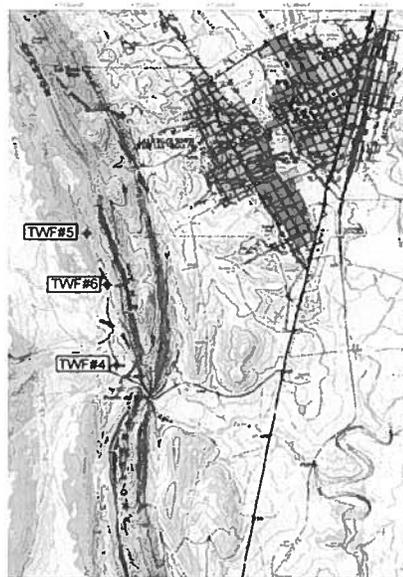
8 – Analyze /report on snow levels

The Wesner Springs snow telemetry (SNOTEL) site has been online since 1988, providing a continuous record of precipitation, temperature, and snowfall (including snow-water equivalent) over the past 32 years. Because the Wesner Springs site is located in the Sangre de Cristo mountains west of Las Vegas, near the headwaters of the Gallinas River, the data can be used to forecast anticipated runoff and streamflow for the next water year. If requested to analyze snow level data, GGI would conduct a thorough analysis of the historic SNOTEL data and compare those data to Gallinas River stream flow data over the same period to determine the relationship between snow water equivalent at the Wesner Spring site and spring runoff in the Gallinas. This will allow the City to incorporate snowfall data into reservoir management strategies to maximize water availability for municipal use on an annual basis. GGI has demonstrated experience using SNOTEL data for stream forecasting. In 2018-2019 GGI analyzed snow

pack and snow water equivalent data from the Powderhorn SNOTEL site, in combination with stream flow gaging measurements, to determine base flow in the Lake Fork of the Rio Hondo and estimate snowmaking water availability for Taos Ski Valley based on the prior year's snow pack.

9 – Analyze / report on well field levels

Taylor Well Field: GGI prepared the first comprehensive study of the Taylor Well Field (TWF) and conducted several pumping tests on Taylor Well No. 4 to assess long-term well field production, pumping effects on other wells, and calculate well efficiency. We measured water levels in >100 wells in the Las Vegas Basin to Romeroville to establish groundwater flow direction and baseline water levels and established the degree of interconnection between all TWF wells. In 2017 GGI compiled water level transducer data and evaluated water level trends in the TWF wells (wells 2R, 4, 5, and 7). GGI's analysis noted a discrepancy in the water levels being recorded in well 4 (TW-4, the primary production well in the TWF) that suggested the static water level in the well was between 170 and 200 ft below ground surface which, if correct, meant the upper portion of the aquifer had been permanently dewatered as a result of pumping prior to 2013 when the well was last pumped at a high rate. A detailed analysis of the data indicated that this was likely incorrect, and that there was a problem with how the water level data were being measured. GGI worked closely with City personnel to troubleshoot the compressor and datalogger that were being utilized to collect water levels in TW-4 and found that the compressor was unable to provide enough pressure to collect accurate water levels when the water level rose higher than approximately 170 ft below ground. Utilizing the information provided by GGI, City staff were able to modify the compressor to increase the pressure and allow accurate measurement of shallow water levels, and the results showed that the water level in TW-4 was approximately 84 ft below ground surface. Recognition and correction of the error in water level reported for TW-4, which resulted from GGI's in depth analysis of water level data, significantly changes the City's prospects for being able to utilize the well field during times of surface water shortages and shows that water levels in the well field do recover over time after periods of significant pumping.



Location of Taylor Well Field (TWF)

OSE Water Level Monitoring Program (2008 – 2016): GGI has collected and reported annual water levels from within the OSE's monitoring networks in the Santa Fe Basin and the Curry-Portales Basins. GGI's measures water levels in the OSE's specified well network using OSE and United States Geological Survey Standard Operating Procedures for water level measurements and inputs these data into a standardized OSE data reporting format.

10 - Analyze / report on water sales and water loss

GGI has assisted multiple clients, including the City of Las Vegas, with utilizing the American Water Works Association's (AWWA) water audit software to assess water sales and water losses. For the City of Las Vegas, GGI worked with City personnel to obtain metered water use and billing data for residential and commercial connections and compiled these data to calculate annual metered sales. The AWWA water audit software was then utilized to compare metered sales to metered diversions to assess non-revenue water losses and identify indicators of areas for improvement in system operations. The AWWA water

assessment was incorporated into the Water Conservation Plan prepared for the City by GGI that was approved by the OSE in 2020. Ongoing and completed meter and line replacement projects undertaken by the City have been implemented to address water loss and non-revenue water issues.

11 – Analyze flow conditions and data

Surface water flows in the Gallinas River represent the primary source of drinking water for the City of Las Vegas. The Active Water Resource Management (AWRM) methodology used by the Gallinas River Water Master to allocate surface diversions from the Gallinas River during periods of low flow ('shortage sharing') is predicated on real-time interpretation of stream flow data. Certain 'trigger levels' are set on an annual basis by the OSE that determine how much water the City can divert at any given time during periods of low flow. It is therefore important for the City to have access to real-time stream flow data and a clear understanding of what diversions are allowed under specified flow conditions. GGI has worked on behalf of the City and other clients with collection and analysis of data from both the OSE's Real Time Water Measurement Information System, which reports both stream and acequia flows, and the U.S. Geological Survey's gages on the Gallinas River. We have worked closely with the City in negotiations with the Gallinas River Water Master and the acequias to develop annual shortage sharing agreements, and have a clear understanding of how the City's ability to divert water is affected by real-time flows in the Gallinas. This familiarity will allow us to assist the City in interpreting the AWRM rules and incorporating real-time stream flow data into water system operation decisions.

12 – Discharge permits applications

GGI manages Ground Water Discharge Permit compliance for more than 45 discharge permit holders in multiple States. We routinely prepare applications for new discharges, renewals, modifications, and amendments for commercial, agricultural, municipal, and other discharges. Under the Discharge permits, GGI prepares Abatement Plans and Corrective Action Plans for characterization and remediation of contaminated waters. We also prepare and manage NPDES permits for discharges to surface waters.

Wastewater Reuse: GGI successfully prepared Discharge Permit amendments for reuse of the City's treated municipal sewage effluent and participated in discussions with McAllister Lake Wildlife Refuge to trade treated effluent for portions of the Federal allotment of Storrie Project water.

13 – Provide information needed for water projects related to effluent, non-potable, and potable water.

GGI has analyzed the City's wastewater treatment plant discharge data for compliance with State Engineer return flow conditions of approval and NPDES permit compliance. We manage effluent reuse for more than 35 dairies with an estimated total effluent discharge exceeding 4 mgd. We created and patented CAFOWeb™ to track effluent discharges from dairies, food processors and municipal sewage treatment plants.

14 – Provide documentation to City of Las Vegas Utilities Division. Retain records for each 5-year period (combined with No. 15)

15 – Prepare written reports and presentations of their findings

For every project conducted for the City of Las Vegas, GGI has provided the City with a written report. Depending on the scope of the projects the reports range from short letter reports to detailed technical documents comprising detailed narrative, data analyses, and interpretations. All reports are provided in

hard copy and electronically in the format requested by the City. Both electronic backups and hard copies of all reports are retained in GGI's office and in off-site archives for a minimum of five years.

16 - Provide other hydrologist consulting services as needed

GGI has conducted hydrologic investigations on local and regional scales throughout New Mexico and the Western U.S for the past 40 years. All of our hydrologic investigations begin with a thorough review of published and unpublished hydrogeologic data in the area of interest. During this time, we have compiled an extensive in-house library of publications and our own hydrologic data sets that we can call upon to meet the needs of investigations requested by the City. Our location in Santa Fe also provides us with convenient access to the technical reports and other publications in the OSE library that are not available online or in other libraries.

After initial research is completed, the hydrologic investigation proceeds to the field data collection stage as described in several of our work product examples. GGI's staff includes experienced field mappers who routinely construct geologic maps that are incorporated into hydrologic investigations, forming the initial building blocks for construction of models to represent the hydrologic system. Water level, stream flow, water quality, and well production data are all collected in the field, compiled into databases, and used to assess the hydrologic characteristics of the system being investigated.

GGI has the expertise and software required to construct complex groundwater models to assess drawdown from pumping and the associated stream depletions at both local and regional scales. Our numerical models are built on the MODFLOW code, using the Groundwater Vistas™ graphical user interface that is also used by the NMOSE Hydrology Bureau. Because we work closely with Hydrology Bureau staff on both model development and utilization of existing NMOSE models to evaluate applications to change water rights, we make sure to keep our version of Groundwater Vistas™ compatible with the version being utilized by NMOSE. The Groundwater Vistas™ interface allows for the easy integration of GIS data into the model being developed or analyzed. The integration of GIS with the model allows GGI to leverage our expertise in remote sensing imagery analysis into the construction of models that more accurately represent 'real world' conditions.

Similarly, for non-model-based investigations, our remote sensing image processing and analysis capabilities, combined with our familiarity with accessing NMOSE metering and USGS stream flow records will allow us to successfully complete historic supply analyses and recent irrigation assessments in water rights proceedings.

The breadth of Hydrologic services provided by GGI can be demonstrated by the work we have performed for the New Mexico Interstate Stream Commission since 2005, which includes:

- Preparation of water rights abstracts and evaluation of water rights subfiles in the Fort Sumner groundwater basin
- Development of water rights procurement and transfer strategies with NMISC staff
- Preparation of water right applications to implement river flow augmentation
- Preparation and implementation of groundwater-surface water models in support of water right applications
- Well and pipeline inspections and testing (pre-purchase due diligence)
- Specific capacity and step drawdown testing of wells to evaluate well performance and identify wells that need maintenance and/or rehabilitation
- Well pump repair and well casing rehabilitation (in conjunction with a pump subcontractor)
- Performance of aquifer tests and water quality sampling and analyses on new and existing wells

- Boundary and easement surveys (in conjunction with a surveying subcontractor)
- Design and supervision of construction and testing for five production wells utilized for stream flow augmentation (four at the VCP property near Fort Sumner in the Lower Pecos River valley, and the Atrisco Well in the Rio Grande valley)
- Update to the Operations and Maintenance manual for the VCP well field
- Geohydrologic analysis of the VCP property in support of locating future augmentation well sites
- Design and implementation of an isotope geochemistry study of stable isotopes and tritium in groundwater and precipitation to develop a local meteoric water line, determine tritium concentration in precipitation, and use these data to evaluate the timing and sources of recharge to the well field
- Preparation of abstracts of water rights subfiles in the Lower Pecos stream system
- Preparation of expert witness reports and litigation support for expedited *inter se* proceedings in the Lower Pecos stream system

REFERENCES

Hannah Risely-White, Pecos Bureau Chief
NM Interstate Stream Commission
PO Box 25102
Santa Fe, NM 87504-5102
Hannah.Riseley-White@state.nm.us
Ph. (505) 827-4029

Kirk Bemis, Hydrologist
Zuni Pueblo Conservation Project
PO Box 339
Zuni, NM 87327
Kirk.bemis@ashiwi.org
(505) 782-5852

Joseph Davis, General Manager
Moapa Valley Water District
601 N. Moapa Valley Blvd.
Overton, Nevada 89040
joe@moapawater.com
Ph: 702-397-6893

Stephen Aldridge, Mayor
City of Jal, NM
309 Main St.
Jal, NM 88252
mayor@cityofjal.us
Ph: 575-395-3340 ext. 228

Steven King, P.E., General Manager
Eldorado Area Water and Sanitation District
2 N Chamisa Drive
Santa Fe, NM 87508
general.manager@EAWSD.org
Ph: 505-466-2531

Joe Canepa, Esq.
Canepa and Vidal, PA, Law Firm
200 W. De Vargas St. #7
Santa Fe, NM 87501
jfcanepa@newmexico.com
Ph: (505) 982-9229

Section F – Documentation

Key staff qualifications are first outlined in Section C above. Staff licenses and their full resumes can be accessed at www.glorietageo.com/staff.

Paul Drakos: M.S. Geology, Professional Geologist (AZ #61357, TX #10412, WA #3044, WY #3422)

Jim Riesterer: M.S. Geology, Professional Geologist (AZ #50912, TX #10244, WA #3034, WY #3540)

Ian Lauer: M.S. Geology

Marques Hatfield: M.S. Geology

Dane Goble: M.S. Forest Soils and Hydrology, Certified Nutrient Management Specialist (TX #201405)

Tara Vander Dussen: B.S. Environ. Science, Certified Nutrient Management Specialist (TSP-17-21975)

Ariel O'Callaghan: B.S. Environmental Science, Water Sample Tech 2 (Operator ID – NM 1884)

Section G – Financial – Credit Rating

CENTURYBANK

June 29, 2020

To whom it may concern:

Glorieta Geoscience Inc has been a customer of Century Bank since June 1996. They have various deposit accounts with the bank averaging in the six figures. They are exceptional customers and all deposits and loans have been handled in a satisfactory manner.

Sincerely yours



J. Harmon Burtram
Vice President

Santa Fe • Albuquerque • Rio Rancho • Española • Las Cruces
P.O. Box 1507 Santa Fe, NM 87504-1507
505.995.1200 toll free 877.424.2828
www.MyCenturyBank.com



Section H – Additional Information

STATE PURCHASING RESIDENT CERTIFICATION NO.: L1944149808

Section I – Contactors Bonds

No construction services are requested; therefore, a performance bond is not applicable.

Cost

GGI is providing in a separate sealed envelope attached to this proposal envelope the hourly rates for employees by title and the cost breakdown of for potential lodging, mileage, and other miscellaneous expenses.



GLORIETA GEOSCIENCE, INC.

P.O. Box 5727 Santa Fe, NM 87502
 (505) 983-5446 Fax (505) 983-6482
 E-mail: ggi@glorietageo.com
 Web Address: www.glorietageo.com

Glorieta Geoscience, Inc. Rate Schedule

CLASSIFICATION	RATE
Principal/Sr. Geohydrologist	\$200.00/hr
Principal/Sr. Geologist	\$175.00/hr
Project Manager/Geologist/Modeler	\$165.00/hr
Sr. Env. Geologist	\$145.00/hr
Agronomist	\$125.00/hr
Water Rights Specialist	\$120.00/hr
Geologist / GIS Specialist	\$105.00/hr
Staff Geologist	\$ 95.00/hr
Chief Field Technician	\$ 70.00/hr
Field Technician	\$ 67.00/hr
Administrative	\$ 47.00/hr
General and Administrative	9% labor
Subcontractors and Other Direct Expenses	Cost + 15%
Mileage	State of NM
Travel expense < 12 hr day	\$15/day
Travel expense >12 hr day	\$30/day
Travel expense overnight	\$50/day

Equipment Rates:

<i>Item</i>	<i>Unit</i>	<i>Price Per Unit</i>
Sounder (<1000 ft)	Day	\$ 75.00
Sounder (>1000 ft)	Day	\$ 110.00
Transducer	Day	\$ 125.00
500 ft steel tape	Day	\$ 75.00
<500 ft steel tape	Day	\$ 65.00
pH, cond, T meter	Day	\$ 75.00
Total Station	Day	\$100
Sonar (bathymetric mapping)	Day	\$100
Turbidimeter	Day	\$ 75.00
Dissolved Oxygen Meter	Day	\$ 75.00
Bailer	Each	\$ 12.00
12 V pump, deep	Day	\$ 125.00
12 V pump, shallow	Day	\$ 65.00
Submersible Pump	Day	\$ 125.00
7.5 kW Generator	Day	\$ 90.00
Sample Boxes	Each	\$ 10.00
Trailer Rental	Day	\$ 75.00
Portable Flume 1 cfs	Day	\$ 125.00
Portable Flume ½ cfs	Day	\$ 100.00
Hand Auger	Day	\$ 50.00

Invoices will be sent monthly and are due and payable within 30 days

SCORING MATRIX

RFP 2020-14 Professional Consulting Services for Hydrologist

	Glorieta Geoscience, Inc.
1. Specialized Services as defined in the scope of work 30 points	Evaluator #1---29 Evaluator #2---29 Evaluator #3---29 Evaluator #4---29 Evaluator #5---29
2. Capacity and Capability 15 points	Evaluator #1---15 Evaluator #2---15 Evaluator #3---15 Evaluator #4---15 Evaluator #5---15
3. Past Record and Performance 15 Points	Evaluator #1---15 Evaluator #2---15 Evaluator #3---15 Evaluator #4---15 Evaluator #5---15
4. Familiarity with City of Las Vegas, land use and water regulations 20 Points	Evaluator #1---20 Evaluator #2---20 Evaluator #3---20 Evaluator #4---20 Evaluator #5---20
5. Current Volume of Work with City of Las Vegas is less than 75% 10 Points	Evaluator #1---10 Evaluator #2---10 Evaluator #3---10 Evaluator #4---10 Evaluator #5---10
6. Resident / Veterans Preference 10 Points	Evaluator #1---10 Evaluator #2---10 Evaluator #3---10 Evaluator #4---10 Evaluator #5---10
Totals	
	Evaluator #1---99 Evaluator #2---99 Evaluator #3---99 Evaluator #4---99 Evaluator #5---99
	99.00

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 07/28/2020

DEPT: Utilities

MEETING DATE: 08/12/2020

ITEM/TOPIC: Award request for proposals #2020-13 for water rights consulting and legal services to sole proposer Domenici Law Firm, P.C.

ACTION REQUESTED OF COUNCIL: Approval / Disapproval to award request for proposals #2020-13 to sole proposer Domenici Law Firm, P.C.

BACKGROUND/RATIONALE: City of Las Vegas requires legal representation and services regarding water rights from a water specific legal firm. This RFP will allow the city to hire a firm to provide these water specific legal services. Domenici Law Firm, P.C. was the sole proposer.

Advertised: 06/12/2020; Las Vegas Optic, Albuquerque Journal and City Website
Bid Opening: July 8, 2020
Number of Proposers: 1 – Domenici Law Firm, P.C.
Amount: Based on services provided according to rate sheet
Budget Line Item: 647-0000-610-7304

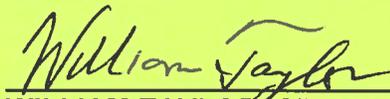
STAFF RECOMMENDATION: Approval to award request for proposals #2020-13 to sole proposer Domenici Law Firm, P.C.

COMMITTEE RECOMMENDATION: This item was discussed at the regular Utility Advisory Committee meeting on August 11, 2020. Their recommendation will be provided at the Council Meeting.

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


SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:


WILLIAM TAYLOR, CITY MANAGER

SCOTT AARON, CITY ATTORNEY
(ALL CONTRACTS, ORDINANCES AND RESOLUTIONS MUST BE REVIEWED)

DOMINIC CHAVEZ, INTERIM FINANCE DIRECTOR
(PROCUREMENT)

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 07/28/2020

DEPT: Utilities

MEETING DATE: 08/12/2020

ITEM/TOPIC: Award request for proposals #2020-13 for water rights consulting and legal services to sole proposer Domenici Law Firm, P.C.

ACTION REQUESTED OF COUNCIL: Approval / Disapproval to award request for proposals #2020-13 to sole proposer Domenici Law Firm, P.C.

BACKGROUND/RATIONALE: City of Las Vegas requires legal representation and services regarding water rights from a water specific legal firm. This RFP will allow the city to hire a firm to provide these water specific legal services. Domenici Law Firm, P.C. was the sole proposer.

Advertised: 06/12/2020; Las Vegas Optic, Albuquerque Journal and City Website
Bid Opening: July 8, 2020
Number of Proposers: 1 – Domenici Law Firm, P.C.
Amount: ~~To be negotiated~~ BASED ON SERVICES PROVIDED ACCORDING TO RATE S/REL
Budget Line Item: 647-0000-610-7304

STAFF RECOMMENDATION: Approval to award request for proposals #2020-13 to sole proposer Domenici Law Firm, P.C.

COMMITTEE RECOMMENDATION: This item was discussed at the regular Utility Advisory Committee meeting on August 11, 2020. Their recommendation will be provided at the Council Meeting.

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

SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

WILLIAM TAYLOR, CITY MANAGER

SCOTT AARON, CITY ATTORNEY
(ALL CONTRACTS, ORDINANCES AND RESOLUTIONS MUST BE REVIEWED)

DOMINIC CHAVEZ, INTERIM FINANCE DIRECTOR
(PROCUREMENT)

REQUEST FOR PROPOSALS

The City of Las Vegas, New Mexico will open Sealed Proposals at 2:00 am/pm, July 8, 2020, at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

WATER RIGHTS CONSULTING AND LEGAL SERVICES

Proposal Forms and Specifications may be obtained from the following location:
City Clerk's office at 1700 N GRAND AVE, LAS VEGAS, NM 87701

Mailed proposals should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked WATER RIGHTS CONSULTING AND LEGAL SERVICES Opening No. 2020-13; on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the Offeror to see that their proposal is delivered to the City Clerk by the date and time set for the proposal request. If the mail or delivery of proposal request is delayed beyond the opening date and time, proposal thus delayed will not be considered. Proposals will be reviewed at a later date with possible negotiations to follow.

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

CITY OF LAS VEGAS,
William Taylor
WILLIAM TAYLOR, CITY MANAGER
Scott Aaron
SCOTT AARON, CITY ATTORNEY
Casandra Fresquez
CASANDRA FRESQUEZ, CITY CLERK
Mary Romero
MARY ROMERO, FINANCE DIRECTOR
Helen Vigil
HELEN VIGIL, PURCHASING OFFICER

Opening No. 2020-13

Date Issued: 6/2/2020

Published: LAS VEGAS OPTIC June 12, 2020

ALBUQUERQUE JOURNAL June 12, 2020

www.lasvegasnm.gov June 12, 2020

OFFEROR INFORMATION

OFFEROR: _____

AUTHORIZED AGENT: _____

ADDRESS: _____

TELEPHONE NUMBER (____) _____

FAX NUMBER (____) _____

DELIVERY: _____

STATE PURCHASING RESIDENT CERTIFICATION NO.: _____

NEW MEXICO CONTRACTORS LICENSE NO.: _____

SERVICE (S): **WATER RIGHTS CONSULTING AND LEGAL SERVICES**
THE CITY OF LAS VEGAS RESERVES THE RIGHT REJECT ANY OR ALL PROPOSALS AND TO WAIVE ANY TECHNICAL IRREGULARITY IN THE FORM.

AFFIDAVIT FOR FILING WITH COMPETITIVE PROPOSAL

STATE OF _____ }

COUNTY OF _____ }

I, _____ state under penalty of perjury that I am at least 18 years old, and am of the agent authorized by the offerors to submit the attached proposal. Affiant further states that the offeror has not been a party to any collusion among offerors in restraint of freedom of competition by agreement to a fixed price or to refrain from submitting a proposal; or with any city official or employee as to the quantity, quality or price in the prospective contract, or any other terms of said prospective contract; or in any discussion between offerors with any City official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

Signature

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

(SEAL)

Notary Public Signature
My Commission Expires: _____

AWARDED PROPOSAL

Awarding of proposal shall be made to the responsible offeror whose proposal best meets the specification. The City of Las Vegas (City) reserves the right to reject any or all proposals submitted.

TIMETABLE

Proposal pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, on or before: July 8, 2020; 2:00 am (pm) at which time all proposal received will be opened. The opening will occur at the City Council Chambers or other designated area at the City Offices. Awarding of proposal is projected for: _____, 2020. The successful offeror will be notified by mail.

ENVELOPES

Sealed proposal envelopes shall be clearly marked on the lower left-hand corner, identified by the Proposal Name and Opening Number. Failure to comply with this requirement may result in the rejection of the submitted proposal.

BRIBERY AND KICKBACK

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

RESPONSIBILITY OF OFFEROR

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

NON-COLLUSION

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

CLARIFICATION OF PROPOSAL

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

MODIFICATION OR WITHDRAWAL OF PROPOSAL

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

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

APPLICATION OF PREFERENCE

FEDERAL TAX IDENTIFICATION NUMBER

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

FEDERAL TAX ID NUMBER: _____

SOCIAL SECURITY NUMBER: _____

NEW MEXICO TAX IDENTIFICATION NUMBER

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

SPECIAL NOTICE

Proposals will be opened and all submitted copies will be checked for accuracy of Department's specific amount of copies requested. Any price or other factors of the submitted proposals will not be read out loud to anyone in attendance at the proposal opening. All factors of the submitted proposals are not public record to other offerors or interested parties before the negotiation or awarding process.

The department involved in the proposal request will evaluate all proposals submitted according to the evaluation criteria indicated in the proposal specifications.

NEGOTIATION

Pursuant to the City of Las Vegas Purchasing Rules and Regulations (section 6.7); discussions or negotiations may be conducted with a responsible offeror who submits an acceptable or potentially acceptable proposal. Negotiations of price will be done after all evaluation criteria have been met.

CONTRACT

When the City issues a purchase order in response to an awarded proposal, a binding contract is created (unless a specific contract has been created).

TAXES:

Bidder must pay all applicable taxes.

NOTE:

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

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, NMSA 13-1-28, *et al*, as amended, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250.00) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to NMSA 13-1-181 or a contract that is executed may be ratified or terminated pursuant to NMSA 13-1-18 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

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

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

"Family member" means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

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

“Prospective contractor” means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [NMSA 13-1-28 through 13-1-199] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or small purchase contract.

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

Name(s) of Applicable Public Official(s) if any: _____
(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250.00) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (Position)

REQUEST FOR PROPOSALS FOR WATER RIGHTS CONSULTING SERVICES

The City of Las Vegas, New Mexico is requesting proposals for Water Rights Consulting and Legal Services for the City of Las Vegas defined in the scope of work.

1. SCOPE OF WORK

The Offeror shall perform and provide Water Rights Consulting and Legal Services on an as needed basis, as hereafter stated, for customary and incidental services for the City of Las Vegas. The agreement term will be for one year with the option for renewal up to four (4) years. The contract, including renewals and amendments thereof, may not exceed a total duration of four (4) years. The contract will begin upon final approval by the City Manager.

The duties of the offeror shall include the following:

1. Knowledge of New Mexico water law and water rights administration.
2. Knowledge of issues regarding the administration of the Gallinas River including the upper Pecos underground water basin.
3. Knowledge of State Engineer water management regulations.
4. Knowledge of State Engineer administrative hearing and litigation processes.
5. Negotiation efforts to settling water rights litigation.
6. Perform water rights accounting and advise City personnel on proper daily diversion and water management.
7. Assist and advise the City on potential water rights purchases and leases including applications.
8. General water resource planning and management.
9. Serve as Technical Expert in Water Rights Hearings.
10. Knowledge of 40 year water development planning.
11. Upper Gallinas stream forecasting and diversion modeling.
12. Assist and advise the City on adjudicated water rights.
13. Provide other water rights consulting services as needed.

2. CRITERIA FOR ACCEPTANCE AND EVALUATION OF PROPOSALS

- 2.1 Content and Format of Proposal: Proposals should provide information that addresses the ranking criteria listed hereinafter. Information should be provided to demonstrate understanding of the scope of services, experience in related projects, personnel and equipment available to perform work, technical approach to the project and references from other clients.

The format for proposals shall be a maximum of twenty (20) pages, including title page and index to include the front and back cover. Proposals shall be printed on one side only, 8 ½" x 11", and bound on the left margin. A transmittal letter, if any, will be included in the twenty (20) page limit. No other material is to be included.

- 2.2 Submittal of Proposals: Five (5) copies of proposals must be delivered to the City Clerk, City of Las Vegas, 1700 North Grand Avenue, Las Vegas, New Mexico 87701 no later than the date and time listed. Sealed proposal envelopes shall be clearly marked

"REQUEST FOR PROPOSALS FOR WATER RIGHTS CONSULTING AND LEGAL SERVICES"

on the outside of the envelope; this information shall be placed on the lower left-hand corner of the envelope. Failure to comply with this requirement may result in the rejection of the proposals.

2.3 **Ranking Criteria:** The City of Las Vegas will use a technical advisory committee made up of City personnel and/or City Consultants to evaluate each proposal submitted. All proposals shall be reviewed for compliance with the mandatory requirements as stipulated in the Request for Proposals. Proposals found not to comply will be rejected from further consideration. Proposals which are not rejected will then be evaluated based upon the following weighted values. Proposal should address each of the following criteria as necessary.

1. **Specialized Services as defined in the scope of work**– Offeror’s personal experience in the field of the scope of service listed. The Offeror should be able to briefly address specific examples of related projects.
2. **Capacity & Capability**– Offeror’s willingness, capacity and capability to perform assigned duties and tasks on short notice and in a timely manner,
3. **Past Record of Performance**– Offeror should provide a list of references with names and phone numbers.
4. **Familiarity of the City of Las Vegas Utility & Infrastructure Systems** - Offeror’s familiarity with the area the project is located and the system to which the work pertains.
5. **Current volume of work with the City that is less than 75% complete**– The volume of work previously done for the entity requesting proposals which is not seventy-five percent complete with respect to professional design services [through bidding phase], with the objective of effecting an equitable distribution of contracts among qualified businesses and of assuring the interest of the public in having available a substantial number of qualified businesses is protected; however, that the principal of selection of the most highly qualified business is not violated.
6. **Required certifications** – Certification levels and information on the personnel that hold the required certifications including years of experience.
7. **Resident Preference** – Offeror’s proximity to the City of Las Vegas
8. **Veterans Preference** – Business owners status as a US Military Veteran.

*Note: Price cannot be a factor

3. COST OF PREPARING AND SUBMITTING PROPOSALS

The City of Las Vegas will not pay for any costs associated with the preparation or submission of proposals.

4. AWARD OF CONTRACT

The award shall be made to the responsible offeror and/or offertory whose proposal is the most advantageous to the City of Las Vegas, taking into consideration the evaluation factors set forth in this Request for Proposals. The proposal will be ranked by a committee. It is anticipated that ranking will be completed within one week of the opening of proposals. After initial ranking of proposals, at the City’s sole option, the City may decide to interview the top two (2) or three (3) ranked offertory proposals to develop final rankings or may consider the rankings based on the proposals as being final. The City reserves the right to negotiate with multiple Offerors and award multiple contracts.

5. RESPONSIBILITY OF OFFEROR

5.1 BONDS (If Applicable)

- a. The successful offeror will be required to furnish a Performance Bond (if applicable), in an amount equal to \$100,000 and a labor and Materials Payment Bond in an equal amount, such bonds to be executed in four (4) original Counterparts by a Corporate Surety authorized to do business in the State of New Mexico, and acceptable to the Owner. The Bonds must be executed on forms contained in these Contract Documents. The form of Agreement with the successful Offeror, as Contractor, will be required to execute also included herewith.

5.2 INSURANCE CERTIFICATE

- a. The Offeror must always hold General Liability insurance of at least \$1,000,000.00 per occurrence. The successful Offeror will be required to furnish Proof of Compliance with this insurance requirement to the City upon execution of the Contract.

6. INSTRUCTIONS TO OFFEROR

6.1. REQUEST FOR PROPOSAL DOCUMENTS

6.1.1 Copies of Request for Proposals

- a. A complete set of the Request for Proposals may be obtained from the City.
- b. A complete set of the Request for Proposals shall be used in preparing proposals; the City assumes no responsibility for errors or misinterpretations resulting from the use of an incomplete set of the Request for Proposals.
- c. The City in making copies of Request for Proposals available on the above terms, does so only for the purpose of providing proposals on the described project and does not confer a license or grant for any other use.
- d. A copy of the Request for Proposals shall be made available for public inspection.

6.1.2 Interpretations

- a. All questions about the meaning or intent of the Request for Proposals shall be submitted to the Utilities Department, in writing with a copy forwarded to the finance department. Replies will be issued by Addendum mailed or delivered to all parties recorded by the City as having received the Request for Proposals. Questions received less than five (5) days prior to the date for opening of proposals will not be answered. Only questions answered by formal written addendum will be binding. Oral and other interpretations or clarifications will be without legal effect.
- b. Offerors should promptly notify the City of any ambiguity, inconsistency, or error, which they may discover upon examination of the Request for Proposals.

6.1.3 Addendum

- a. Addendum will be sent certified mail return receipt requested or hand delivered to all who are known by the City to have received a complete set of Request for Proposals.
- b. Copies of the addendum will be made available for inspection wherever Requests for Proposals are on file for that purpose.
- c. No addendum will be issued later than five (5) days prior to the date for the receipt of Proposals, except an Addendum withdrawing the Request for Proposals or one which includes postponement of the date for receipt of Proposals.
- d. Each Offeror shall ascertain, prior to submitting the Proposal, that the Offeror has received all Addendum issued and shall acknowledge their receipt in the Proposal transmittal letter.

6.2 PROPOSAL SUBMITTAL PROCEDURES

6.2.1 Format and Section Requirements of Proposals

- a. Offerors shall provide five (5) copies of their proposal to the location specified on the cover page on or before the closing date and time for receipt of proposals.
- b. All proposals must be typewritten on standard 8 ½" x 11" paper and bound on the left-hand margin.
- c. A maximum of twenty (20) pages, including title, index, etc., including front and back covers.
- d. The proposal must be organized in the following format and must contain, as a minimum, all listed items in the sequence indicated:
 1. Offeror's Identification
 - i. Notarized affidavit that states name and address of your organization of office and nature of organization (individual, partnership or corporation, private or public, profit or non-profit). Subcontractors, if any, must be listed with license numbers. Describe individual staff and subcontractor's responsibilities with line of authority and interface with City staff. Include the name and telephone number of person(s) authorized for preparation and execution of the contract. The City has the authority to reject any or all Subcontractors. Respond to this section as Section A of Offeror's proposal.
 2. Campaign Contributions Disclosure Form
 - i. Fill out and attach the Campaign Contribution Disclosure Form. Respond to this section as Section B in Offeror's proposal.
 3. Personnel Experience
 - i. Describe the experience and qualifications of company principles, supervisors and other employees who will be actively engaged in the work required under the contract, including experience of subcontractors if applicable. Experience qualifications must reference any of the servicing provided to the City of Las Vegas Utilities System. Respond to this section as Section C of Offeror's proposal.
 4. Licenses (if applicable)
 - i. The Offeror shall show that he has a New Mexico general contractor's license and/or any other licenses required by law to perform the work required by this contract. All such licenses shall be held by the offeror or his subcontractors at the time the proposal is submitted. Respond to this section as Section D in Offeror's proposal.
 5. Experience in Specialized Services referenced in scope
 - i. The Offeror shall demonstrate at least five (5) years of experience. Indicate name, address and phone number of past customer and individual references who can be contacted regarding the work. Respond to this section as Section E in Offeror's proposal.
 6. Documentation
 - i. The Offeror shall provide documentation of education, certifications and qualifications. Respond to this section as Section F in the Offeror's proposal.
 7. Financial (If Applicable)
 - i. The Offeror shall provide a letter from a financial institution regarding the Offeror's credit rating. Respond to this section as Section G in the Offeror's proposal.

8. Additional Information
 - i. Describe any expectations and/or clarifications to this Request for Proposal. Also include any additional information you believe to be pertinent to the proposal but not requested elsewhere such as Veterans business or New Mexico Resident business status. Respond to this section as Section H in Offeror's proposal.
 9. Contractors Bonds (if applicable)
 - i. Successful offeror will be required to furnish a performance bond.
 10. Cost
 - i. The Offeror shall provide in a sealed envelope the hourly rates for employees by title and the cost breakdown of for potential lodging, mileage and other miscellaneous expenses.
- e. Any proposals that do not adhere to this format, and which does not address each specification and requirement within the RFP may be deemed non-responsive and rejected on that basis.
 - f. Offerors may request in writing nondisclosure of confidential data. Such data should accompany the proposal and should be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. A request that clearly states that the entire proposal must be kept confidential will not be acceptable. Only matters, which are clearly confidential in nature, will be considered.
 - g. Any cost incurred by the Offeror for preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be the sole responsibility of the Offeror.

6.2.2 SUBCONSULTANTS

- a. The Offeror shall list and state the qualifications for each sub-consultant the Offeror proposes to use for all sub-contracted work.
- b. The Offeror is specifically advised that any person or other party to whom it is proposed to award a sub-contract under this proposal, must be acceptable by the City after verification of eligibility status, including but not limited to suspension or debarment of the City.

6.2.3 PREQUALIFICATION PROCESS

- a. A business may be pre-qualified by the Purchasing Agent as an Offeror for particular types of service. Mailing lists of potential Offerors shall include but shall not be limited to such prequalified businesses (§13-1-134 NMSA 1978). For purposes of this RFP, if prequalification is utilized, special instructions will be attached as an exhibit to this RFP.

6.2.4 DEBARRED OR SUSPENDED CONTRACTOR

- a. A business (contractor, subcontractor or supplier) that has either been debarred or suspended to the requirements of §13-1-177 through §13-1-180, and §13-3-11 through §13-4-17 NMSA 1978, as amended, shall not be permitted to do business with the City and shall not be considered for award of the contract during the period for which it is debarred or suspended with the City.

6.2.5 REJECTION OF SUBMITTED PROPOSALS

- a. Oral, telephonic or telegraphic proposals are invalid and will not receive consideration. Rejected proposals shall be returned to the Offeror unopened.

Failure to meet the following submittal of proposal requires shall result in a rejection of a proposal:

1. Proposals shall be submitted at the time and place indicated in the Notice of Request for Proposals and shall be included in a **sealed envelope** marked with the project title and the name and address of the Offeror and accompanied by the documents outlined in the Request for Proposal.
2. At all times, Offeror shall assume full responsibility for timely delivery of proposals at the Purchasing Agent's office, including those proposals submitted by mail. Hand-delivered proposals shall be submitted to the Purchasing Agent or the Purchasing Agent's Designee and will be clocked in/time stamped at the time received, which must be prior to the time specified.

6.2.6 NOTICE OF CONTRACT REQUIREMENTS BINDING ON OFFEROR

- a. In submitting this proposal, the Offeror represents that the Offeror has familiarized him/herself with the nature and extent of the Request for Proposals dealing with the federal, state and local requirements, which are a part of these Requests for Proposals.
- b. Laws and Regulations: The Offeror's attention is directed to all applicable federal and state laws, local ordinances and regulations and the rules and regulations of all authorities having jurisdiction over the services for the project.

6.2.7 REJECTION OR CANCELLATION OF PROPOSALS

- a. This Request for Proposals may be canceled, or any or all proposals may be rejected in whole or in part, when it is in the best interest of the City. A determination containing the reasons therefore shall be made part of the project file (§13-1-131 NMSA 1978).

7. CONSIDERATION OF PROPOSALS

7.1 RECEIPT, OPENING AND PROPOSALS:

- a. Proposals, modifications and addendums shall be time-stamped upon receipt and held in a secure place until the established date.
- b. Proposals shall not be opened publicly and shall not be open to public inspection until after award of a contract. An offeror may request in writing nondisclosure of confidential data. Such data shall accompany the proposal and shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.
- c. The names of all businesses submitting proposals and the names of all businesses, if any, selected for an interview shall be public information. After an award has been made, final ranking and evaluation scores for all proposals shall become public information (§13-1-120 NMSA 1978). The contents of any proposal shall not be disclosed so as to be available to competing Offerors during the negotiation process (§13-1-116 NMSA 1978).

7.2 PROPOSAL EVALUATION

- a. Proposals shall be evaluated on the basis demonstrated competence and qualifications for the type of service required and shall be based on the evaluation factors set forth in this RFP. For the purpose of conducting discussions, proposals may initially be classified as:
 1. Acceptable
 2. Potentially acceptable, that is, reasonably assured of being made acceptable

3. Unacceptable (Offerors whose proposals are unacceptable shall be notified promptly)
- b. The City shall have the right to waive technical irregularities in the form of the proposal of the Offeror, which do not alter the quality of the service (§13-1-132 NMSA 1978).
- c. If an Offeror who otherwise would have been awarded a contract is found not to be a responsible Offeror; a determination that the Offeror is not a responsible Offeror, setting forth the basis of the finding shall be prepared by the Purchasing Agent/Procurement Manager. The unreasonable failure of the Offeror to promptly supply information in the connection with any inquiry with respect to the responsibility is grounds for a determination that the Offeror is not a responsible Offeror (§13-1-133 NMSA 1978). Businesses, which have not been selected, shall be notified in writing within twenty-one (21) days after an award is made (§13-1-12 NMSA 1978).
- d. Selection Process (§13-1-120 NMSA 1978):
 1. An evaluation committee composed of representatives selected by the City will perform an evaluation of proposals. The committee shall evaluate statements of qualifications and performance data submitted regarding the particular project and may conduct interviews with and may require public presentations by all businesses applying for selection regarding their qualifications, their approach to the project and their ability to furnish the required services.
 2. If fewer than three (3) businesses have submitted a statement of qualifications for a project, the committee may:
 - i. Rank in order of qualifications and submit to the local governing body for award, those businesses which have submitted a statement of qualifications; or
 - ii. Recommend termination of the selection process and sending out new notices of the proposed procurement pursuant to §13-1-104 NMSA 1978.

7.3 NEGOTIATIONS (§13-1-122 NMSA 1978)

- a. The City's designee shall negotiate a contract with the highest qualified business for the services contemplated under this RFP at the compensation determined in writing to be fair and reasonable. In making this decision, the designee shall consider the estimated value of the services to be rendered and the scope, complexity and professional nature of the services.
- b. Should the designee be unable to negotiate a satisfactory contract with the business considered to be the most qualified at the price determined to be fair and reasonable, negotiations with that business shall be formally terminated. The designee shall then undertake negotiations with the second most qualified business. Failing accord with the second most qualified business, the designee shall formally terminate negotiations with that business.
- c. The designee shall then take undertake negotiations with the third most qualified business.
- d. Should the designee be unable to negotiate a contract with any of the businesses selected by the committee, additional businesses shall be ranked in order of their qualifications and the designee shall continue negotiations in accordance with this section until a contract is signed with a qualified business or the procurement process is terminated, and a new Request for Proposals is initiated.
- e. The City shall publically announce the business(es) selected for award.

7.4 NOTICE OF AWARD

- a. After award by the local governing body, a written notice of award shall be issued by the City after review and approval of the Proposal and related documents by the City with reasonable promptness (§13-1-100 and §13-1-108 NMSA 1978).

8. POST PROPOSAL INFORMATION

8.1 PROTESTS

- a. Any Offeror who is aggrieved in connection with a solicitation or award of an Agreement may protest to the City's Purchasing Agent and the City Clerk, in accordance with the requirements of the City's Procurement Regulations and the State of New Mexico Procurement Code. The protest should be made in writing within twenty-four (24) hours after the facts or occurrences giving rise thereto (§13-1-172 NMSA 1978).
- b. In the event of a timely protest under this section, the Purchasing Agent and the City shall not proceed further with the procurement unless the Purchasing Agent makes a determination that the award of Agreement is necessary to protect substantial interests of the City (§13-1-173 NMSA 1978).
- c. The Purchasing Agent or the Purchasing Agent's designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Offeror concerning procurement. This authority shall be exercised in accordance with adopted regulations but shall not include the authority to award money damages or attorney's fees (§13-1-174 NMSA 1978).
- d. The Purchasing Agent or the Purchasing Agent's designee shall promptly issue a determination relating to the protest. The determination shall:
 1. State the reasons for the action taken; and
 2. Inform the protestant of the right to judicial review of the determination pursuant to §13-1-183 NMSA 1978
- e. A copy of the determination issued under §13-1-175 NMSA 1978 shall immediately be mailed to the protestant and other Offerors involved in the procurement (§13-1-176 NMSA 1978).

8.2 EXECUTION AND APPROVAL OF AGREEMENT

- a. The Agreement shall be signed by the successful Offeror and returned within an agreed time frame after the date of the Notice of Award. No Agreement shall be effective until it has been fully executed by all the parties.

8.3 NOTICE TO PROCEED

- a. The City will issue a written Notice to Proceed to the Consultant.

8.4 OFFEROR'S QUALIFICATION STATEMENT

- a. Offeror to whom award of an Agreement is under consideration shall submit, upon request, information and data to prove that their financial resource, production or service facilities, personnel and service reputation and experience are adequate to make satisfactory delivery of the service described in the Request for Proposals (§13-1-82 NMSA 1978).

9. EXECUTION OF CONTRACT

The Contract, Performance Bond and Labor and Material Payment Bond (as needed) shall be executed in three (3) original counter parts. The forms and Contract Documents will be as herein included and will be furnished by the Owner. Distribution of the executed forms will be as follows:

1. Contractor
2. Owner
3. As Needed

10. CONTRACT DOCUMENTS

The complete Contract Documents may include the following: (As Needed)

1. Scope of Services
2. Professional Standards
3. Compensation
4. Term of Agreement
5. Amendment
6. Status of Contractor
7. Assignment
8. Subcontracting
9. Records, Audits and Reporting
10. Conflict of Interest
11. Stoppage of Work
12. Amendment
13. Applicable Law
14. Scope of Agreement, Merger
15. Waiver
16. Insurance
17. Notice
18. Subject to Other Documents
19. Indemnification
20. New Mexico Tort Claims Act
21. Bribery and Kickbacks
22. Discrimination Prohibited
23. Third Party Beneficiaries

11. OTHER INSTRUCTIONS TO OFFERORS

11.1 OFFERORS INTERESTED IN MORE THAN ONE PROPOSAL

- a. No person, firm or corporation shall be allowed to make, or file, or be interested in more than one proposal for the same work unless alternate proposals are specifically called for. A person, firm, or corporation that has submitted a sub-proposal to an Offeror, or that has quoted prices of materials to an Offeror is not thereby disqualified from submitting a sub-proposal or quoting prices to other Offerors or making a prime proposal.

12. GENERAL TERMS AND CONDITIONS

12.1 DEFINITIONS

- a. *Addendum*: a written or graphic instrument issued prior to the opening of proposals, which clarifies, corrects or changes the Request for Proposals. Plural: addenda.
- b. *Determination*: means in the written documentation of a decision of the procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains (§13-1-52 NMSA 1978).

- c. *Offeror*: any person, corporation or partnership legally licensed to provide design professional services in this state who chooses to submit a proposal in response to this Request for Proposals.
- d. *Purchasing Agent*: means the person or designee authorized by the city to manage or administer a procurement requiring the evaluation of proposals.
- e. *Request for Proposals*: or "RFP" means all documents, including those attached or incorporated by reference, used for soliciting purposes (§13-1-81 NMSA 1978).
- f. *Responsible Offeror of Proposer*: means an offeror or proposer who submits a responsive proposal and who has furnished, when required, information and data to prove that the proposer's financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services described in proposal (§13-1-83 NMSA 1978).
- g. *Responsive Offer or Proposal*: means an offer or proposal that conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity or delivery requirements (§13-1-85 NMSA 1978).

12.2 TERMS

- a. The terms *must, shall, will is required or are required*, identify a mandatory item or factor that will result in rejection of the Offeror's proposal.
- b. The terms *can, may, should, preferably or prefers* identify a desirable discretionary item or factor.

12.3 CONTRACTUAL TERMS

- a. *Amendment*: This contract will not be altered, changed, or amended except by a written document signed by the parties of this Contract.
- b. *Assignability*: The Consultant shall not assign, sublet or transfer their interests in this Contract without the written agreement of the City. If such an assignment is allowed, the Consultant shall be ultimately responsible to ensure that the work is performed satisfactorily. Any sub-contractors assigned must be approved by the City.
- c. *Authority to Bind the City*: The Consultant shall not have the authority to enter into any contracts binding upon the City or to create any obligations on the part of the City, except such as shall be specifically authorized by the City's representative, acting pursuant to authority granted by the City.
- d. *Binding Effect*: This contract shall be binding and shall insure to the benefit of the successors and assignees of the City and the Offeror.
- e. *Business License*: Prior to commencement of work, Offeror must secure a business license from the City of Las Vegas and submit proof thereof.
- f. *Conflict of Interest*: The consultant warrants that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services under this Contract.
- g. *Communication with the City of Las Vegas*: The consultant shall be required to periodically update the City of Las Vegas of the status of any project.
- h. *Funding*: This solicitation is subject to the availability of funds to accomplish the work. Payment and performance obligations for succeeding fiscal years shall be subject to the appropriation of funds. Therefore, when funds are not appropriated, or otherwise made available to support continuation of performance of the contract in a subsequent fiscal period, the contract will be terminated.
- i. *Gross Receipts Tax*: Unless otherwise agreed, Offeror is responsible for payment of gross receipts tax.

- j. *Indemnification*: The Consultant will indemnify, keep and hold harmless the City, its agents, officials and employees, against all suits or claims that may be based on injury to persons or property that is a result of an error, omission, or negligent act of the Consultant or any person employed by or acting on behalf of the Consultant.
- k. *Insurance*: (If Applicable) The Consultant must at all times hold errors and omissions liability insurance of at least \$1,000,000.00 and list the City of Las Vegas as an additional insured. Proof of compliance with this insurance requirement is to be provided to the City upon execution of this contract.
- l. *Method of Payment*: The Consultant shall submit itemized monthly statements of work performed on behalf of each City department as outlined herein. The City will then make payment by the 15th of the following month.
- m. *Notices*: Any notice required to be given under this Contract shall be deemed sufficient if given in writing by mail or hand-delivered to the City Clerk's office or by mail or hand-delivered to the Consultant's office.
- n. *Professional Standards*: The Consultant agrees to abide by and perform its duties in accordance with the Code of Ethics as established by the City of Las Vegas and/or its designee(s).
- o. *Scope of Contract*: This Contract incorporates all the agreements, covenants and understandings between the parties concerning the subject matter of this Contract, and all such agreements, covenants, or understandings, oral or written, of the parties or their agents shall not be valid or enforceable, unless embodied into this contract.
- p. *Subject to Other Documents*: This Contract is subject to the terms and conditions of the statutes of the State of New Mexico and Ordinances of the City of Las Vegas, New Mexico as they exist at the time that this Contract is signed or as they are hereafter amended. All such statutes and ordinances are incorporated by reference to this agreement.
- q. *Term*: The term of this agreement shall be for a period of one (1) year, which may be extended, upon written agreement of both parties, not to exceed a period of four (4) years.
- r. *Termination*: Either party may terminate this contract by giving written notice to the other party thirty (30) days in advance. However, if the Offeror is adjudged as bankrupt or insolvent, or defaults in any way, the City may, without prejudice to any other right or remedy, and after giving Offeror a minimum of ten (10) days from the delivery of a written notice, terminate the services of the Offeror.
- s. *Timelines*: All work shall be performed in a timely manner, as requested. Compensation for services not completed with agreed upon timelines will not be paid.
- t. *Work Stoppage*: The City of Las Vegas retains a unilateral right to order, in writing, temporary stoppage of the work or delay of the performance of the work, with a ten (10) day notice to the Offeror.

12.4 CONDITIONS

- a. *Bribes, Gratuities and Kick-Backs*: Pursuant to §13-1-191 NMSA 1978, reference hereby made to the criminal laws of New Mexico (including §30-14-1, §30-24-2 and §30-41-1 through §30-41-3 NMSA 1978) which prohibits bribes, kick-backs and gratuities, violation of which is a felony. Furthermore, the Procurement Code (§13-1-28 through §13-1-199 NMSA 1978) imposes civil and criminal penalties for its violation.
- b. *Design Professional Registration*: All work shall be under the direction of the applicable design professional legally licensed and registered by the State of New Mexico.

- c. *Fees*: A lump sum fixed fee for Basic Service will be negotiated with the Offeror selected.
- d. *Funding*: The solicitation is subject to availability of funds to accomplish the work.
- e. *Governing Law*: The Agreement shall be governed exclusively by the laws of the State of New Mexico as the same from time to time exists.
- f. *Independent Contractors*: The Consultant and the Consultant's agents and employees are independent contractors and are not employees of the City. The Consultant and the Consultant's Agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles or any other benefits afforded to employees of the City as a result of the Agreement.
- g. *Professional Liability Insurance*: The Offeror will be required to carry professional liability (errors and omissions) insurance. The amount of coverage will be \$1,000,000.00.
- h. *Standard Form of Agreement between City and Consultant*: The form of agreement required by the funding agency or issued by the City will be used for this project. Copies are available upon request.

Copies of Request for Proposals can be obtained in person at the office of the City of Las Vegas' Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico 87701, 505.426.3262

EVALUATION SHEET

Offerors:

Proposal must address each of the following criteria to receive points.

Rating Sheet For (applicant name):		
Item	Possible Points	Points Awarded
1. Specialized Services as defined in the Scope of work	30	
2. Capacity and Capability	15	
3. Past Record and Performance	15	
4. Familiarity with the City of Las Vegas, land use and water regulations	20	
5. Current volume of work with City of Las Vegas is less than 75%	10	
6. Resident / Veterans Preference	10	
Subtotal Proposals for Scope of Services	<u>100</u>	

CITY OF LAS VEGAS
RFP/BID/OPENING

DATE: 8-Jul-2020

OPENING NO.: 2020-13

TIME: 2:00 PM

DEPARTMENT: WATER

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

ITEM(S): WATER RIGHTS CONSULTING AND LEGAL SERVICES

RECEIVED FROM:	AMOUNT	SUB CONTRACTOR LIST	BID BOND	AFFIDAVIT NOTARIZED	CAMPAIGN DISC. FORM
1 <u>Domenici Law Firm PC</u>				<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
2					
3					
4					
5					
6					

COMPANY REPRESENTATIVE

COMPANY NAME

[Signature] City of Las Vegas - Inventory
[Signature] CLV Purchasing

(use other side of form when full)

COPIES TAKEN BY CITY CLERK:

[Signature]
DATE: _____

OPENED BY: FINANCE DEPARTMENT

[Signature]
DATE: 7-8-20

COPIES TAKEN BY DEPT:

[Signature]
DATE: 7/8/2020

DOMENICI LAW FIRM, P.C.

ATTORNEYS AT LAW

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Albuquerque, New Mexico 87102

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(505) 883-6250 Telephone

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Lorraine Hollingsworth
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Jeanne Cameron Washburn
jwashburn@domicilaw.com

July 2, 2020

VIA FEDERAL EXPRESS

City of Las Vegas
City Clerk
1700 N. Grand Ave.
Las Vegas, NM 87701

RE: Response to Request for Proposal
Water Rights Consulting and Legal Services
Opening No. 2020-13

Dear Sir or Madam:

The following information is provided in response to the City of Las Vegas, New Mexico Request for Proposals for Water Rights Consulting and Legal Services, Opening No. 2020-13, on behalf of the Domenici Law Firm, P.C. and DL Sanders.

Section A- Offeror's Identification:

The Offeror is the Domenici Law Firm, P.C., 320 Gold Ave. SW, Albuquerque, New Mexico, 87102. The Domenici Law Firm is a professional corporation organized under the laws of the State of New Mexico. The primary attorney providing legal services will be Pete Domenici, with assistance from Lorraine Hollingsworth, Associate Attorney. D.L. Sanders, 17 Seton Plaza, Santa Fe, New Mexico, 87508, will provide legal services as a consultant to the Domenici Law Firm.

Pete Domenici, 505-883-6250, is the person authorized for preparation and execution of the contract. The Firm's Federal Tax Identification Number is 85-0408549.

The Offeror Information form is included with the attachments herein.

Section B – Campaign Contributions Disclosure Form

The Campaign Contribution Disclosure Form is included with the attachments herein.

Section C – Personnel Experience

The Domenici Law Firm, P.C., formally Dolan and Domenici, P. C, has had a practice concentration in water, natural resources and environmental law since the date of its inception in 1990. The Firm has one partner and three full-time associates and associated support staff. Collectively, the Firm attorneys have over 60 years of legal experience. A substantial part of the Firm's work involves water, environmental and natural resource matters. The firm is B-V rated (Martindale-Hubbell) in Environmental Law. Mr. Domenici has been listed in Best Lawyers in America in Environmental Law since 1994 and recognized in Super Lawyers Southwest in Environmental Law and Litigation.

The Firm provides legal representation on water, natural resources and environmental matters to a broad range of clients, including municipalities, counties, federal agencies, private companies, landowners, dairies, oil and gas producers, marketers, bulk storage owners, pipeline companies and impacted individuals or groups. Representation includes permitting and compliance on water, natural resources and environmental matters, including compliance with state and federal laws and regulations. Efforts include litigation, litigation support, negotiations, mediation, strategic and long-range resource planning, and government agency violation defense.

Litigation representation including pre-trial, trial, post-trial and appellate practice. The litigation experience includes the representation of clients in complex administrative hearings, bench trials and jury trials. The Firm regularly retains and works with expert witnesses and with the state and federal requirements for *Daubert* (Federal) and *Alberico* (State) witness challenges and other critical expert witness issues.

The Firm works extensively with clients on water, air, and hazardous and solid waste storage and disposal permitting. The Firm has represented clients before numerous state and federal agencies, including the New Mexico Office of State Engineer. The Firm has knowledge of the State Engineer water management regulations and the administrative hearing and litigation process. The Firm has participated in negotiations and negotiated settlements of water rights with the State Engineer.

The Firm has advised and represented the City of Las Vegas, the City of Jal, Catron County and other entities regarding applications for the appropriation of groundwater and surface water before the Office of State Engineer and in other matters regarding water resources and water planning. Additional information regarding specific water rights matters is detailed in Section E, below. The Firm has advised and represented the Cities of Socorro, Alamogordo, Los Lunas, and Roswell in regard to natural resources and environmental issues. The Firm also represents the New Mexico CAP Entity in southwestern New Mexico, whose membership includes Grant, Hidalgo, Catron and Luna Counties, the cities of Deming and Lordsburg, the village of Santa Clara and various irrigation associations and soil and water conservation districts. The representation of municipalities, counties and other local and state entities includes strategic and long-range planning, interactions with state and federal agencies, including the United States Bureau of Reclamation and the Army Corp of Engineers, and representation before regulatory bodies and in state and federal court.

The Firm is also familiar with the acequia and community ditch systems in the State of New Mexico, as well as the land grant system. The Firm has both represented and negotiated for and against

acequias and community ditches. The Firm has also represented clients in San Miguel County and has litigated cases in San Miguel County.

Mr. Domenici and Ms. Hollingsworth regularly work with major engineering and multi-disciplinary teams involved with water development. Mr. Domenici worked on water development in the Nambe/Pojoaque area that involved utilization and delivery of water on and between Indian tribes and across federal land managed by BLM and the State.

Mr. Domenici and Ms. Hollingsworth represent water rights owners in all parts of New Mexico. They have knowledge of New Mexico water law and the administration of water rights, including an understanding of New Mexico statutes and regulations related to water rights and water management. Mr. Domenici has been involved in numerous transactions that involve the transfer of water rights. Mr. Domenici has worked with clients to prepare, submit, negotiate and defend water rights applications. Many of these applications have been protested. Mr. Domenici and Ms. Hollingsworth have participated in State Engineer administrative proceedings as well as District and Appellate Court proceedings related to water right matters in water basins throughout New Mexico. Mr. Domenici has also successfully negotiated settlements of water rights with the State Engineer. Mr. Domenici has a long relationship with the main office of the State Engineer in Santa Fe, including the Water Rights Division and the Adjudication Division. Mr. Domenici has represented numerous entities in the purchase, development, and management of water rights, including municipalities, acequias, mutual domestic associations, and water cooperatives.

Mr. Domenici and Ms. Hollingsworth have represented clients in water rights adjudications in basins and sub-basins in both state and federal court. They work with clients to plan and develop water storage rights and are familiar with the legal and regulatory requirements for the establishment of storage rights under state law, including the adjudication of such rights. As part of the Red River adjudication, Mr. Domenici represented the Cabresto Ditch Association in negotiating and adjudicating the allocation of storage rights between competing ditch associations. He also worked on establishing operating requirements for the use of the stored water.

Mr. Domenici participated in a water rights matter involving adjudicated water rights on the Gila River, including the transfer and reestablishment of the rights. Mr. Domenici initiated the adjudication of the Animas Water Basin in 2005. Mr. Domenici has participated in and continues to participate in the Lower Rio Grande adjudication, including attendance at multiple-day hearings on subfile matters between water rights holders and the Office of the State Engineer.

DL Sanders has many years of experience as a water rights attorney in New Mexico. In 2014, he established a water rights consulting practice limited to matters related to water rights applications, validity, and litigation for water rights owners, hydrologists, engineers and attorneys. Mr. Sanders works closely with Mr. Domenici and Ms. Hollingsworth on water rights issues for the City of Las Vegas, the City of Jal and other clients. Mr. Sanders has been a water attorney since 1990. He was with the Office of the New Mexico State Engineer as an attorney from 1990 through mid-2014. During his employment with the State Engineer, he spent approximately 8 years litigating water rights cases before the New Mexico State Engineer, *de novo* appeals to New Mexico district courts, original actions before New Mexico state and federal district courts, and appeals from those courts. Mr. Sanders also was assigned to the litigation of water rights adjudication cases. In 1998, he was

assigned by the State Engineer to supervise the drafting of decisions by his hearing officers in the Administrative Hearing Unit. In late 1998, he was appointed Deputy Chief Legal Counsel. His duties included supervising the hearing unit and the Litigation and Adjudication Program (LAP) attorneys, and drafting legal opinions and policy positions for the State Engineer. In early 2000, he was appointed as interim Chief Legal Counsel. As Chief Counsel, Mr. Sanders supervised all functions of LAP listed above and directly advised the State Engineer on all matters related to his duties. In 2001, he was appointed as the Chief Legal Counsel and served in that role until he retired in 2014. From 1990 through 2014, Mr. Sanders supervised the State Engineer's legislative agenda and was the State Engineer's main lobbyist/legislative liaison. In 2007, Governor Richardson appointed him to the Western States Water Council and he served as a member until he retired in 2014. Finally, Mr. Sanders served as a member of the New Mexico Water Quality Control Commission from 2008 through 2014.

Section D – Licenses

Pete Domenici is a licensed attorney in the State of New Mexico.

DL Sanders is a licensed attorney in the State of New Mexico.

Lorraine Hollingsworth is a licensed attorney in the State of New Mexico.

Section E - Experience in Water Rights Services and as Water Rights Consultant

The Domenici Law Firm has more than twenty-five years of experience in water rights and water rights consultation. A list of representative water rights clients and related matters is included as part of this Proposal.

Mr. Domenici, Ms. Hollingsworth and Mr. Sanders successfully represented the City of Las Vegas in negotiating an agreement with the Storrie Project Water Users Association for storage in Storrie Lake Reservoir to address the City's historical storage shortages. They have also represented the City of Las Vegas in the remand proceedings resulting from the New Mexico Supreme Court's decision in *State of NM ex rel Eluid Martinez v. City of Las Vegas*, 2004-NMSC-009, including reviewing and responding to the Special Master's report and recommendation and negotiating with the Rio de las Gallinas Acequia Association regarding the equitable solution required under the Supreme Court's decision. Mr. Domenici, Ms. Hollingsworth and Mr. Sanders also represent the City of Jal before the State Engineer both as an applicant and as a protestant to a number of contested applications for groundwater appropriation filed by various oil and gas entities in southeastern New Mexico. Mr. Domenici and Ms. Hollingsworth also successfully represented Catron County in opposing the appropriation by Augustin Plains Ranch, LLC of 54,000 acre feet of groundwater within the County both before the State Engineer and in District Court, including briefing and arguing that the application was speculative and violates New Mexico water law.

Mr. Domenici and Ms. Hollingsworth have represented the New Mexico parties to the Globe Equity Decree since 2000. The representation includes appearances before the Federal District Court in Arizona, working with attorneys for the irrigation districts in Arizona, as well as negotiating with the United States and the Indian Tribes involved in the litigation and settlement agreement under the Arizona Water Settlement Act. They have worked on water rights planning

and the implementation of the requirements of the settlement agreement, including working with the Office of State Engineer and the Interstate Stream Commission. Mr. Domenici has also worked both with and against counsel for the San Carlos Apache Tribe and Gila River Indian Community. He has attended numerous multiple-day mediations in an effort to resolve various issues with the Tribal entities and the United States.

DL Sanders worked for the Office of the State Engineer from 1990 to 2014. He served first as a staff attorney, then as Chief Counsel from 2001 to 2014. As such, Mr. Sanders has an extensive knowledge of state water law and the processes and procedures of the State Engineers Office. As Chief Counsel, Mr. Sanders advised the State Engineer on water rights issues, water policy, legislative agendas and on all water rights decisions arising before the State Engineer's Hearing Unit. Mr. Sanders supervised all litigation involving the State Engineer, except cases before the Hearing Unit, and supervision of all appeals to and original actions filed with state and federal district courts. He also handled all appeals to the New Mexico Court of Appeals and Supreme Court. Between 2000 and 2004, he represented the State Engineer along with the New Mexico Attorney General and Interstate Stream Commission attorneys in negotiations between Texas and New Mexico involving interstate litigation concerning Rio Grande water quality and water deliveries.

As Chief Counsel, Mr. Sanders supervised and participated in the negotiation of three major Indian water rights settlements. The settlement of the massive water rights claims of the Navajo Nation for its lands in New Mexico was significant because the OSE was able to protect the water rights held by non-Indians and was able to obtain Congressional funding for the construction of a water pipeline from Farmington to Gallup, New Mexico. For the first time the people of the Navajo Nation will have access to potable water near their homes instead of having to drive miles to fill the water tanks on their trucks.

Mr. Sanders also worked on the water rights settlements with Taos Pueblo and the *Aamodt* pueblos. Both of these settlements, like the Navajo settlement, required funding and the construction of infrastructure to protect both the water rights of the pueblos and those of the non-Indians. These three settlements required lobbying Congress to enact laws approving the settlements, funding infrastructure improvements, and providing for their construction by the US Bureau of Reclamation. Mr. Sanders' role in the process gave him the opportunity to testify before Congress in support of the settlements.

Mr. Sanders oversaw the settlement of the water rights claimed by the Carlsbad Irrigation District that also provided the means for complying with the Pecos River Compact. (New Mexico had been struggling to comply the US Supreme decree of 1989 prohibiting New Mexico from under-delivering to Texas). This settlement took approximately four years to negotiate and resolved some thirty years of litigation and acrimony. Mr. Sanders worked with the New Mexico Legislature to obtain funding for the Interstate Stream Commission with approximately \$110 million for the purchase and retirement of water rights necessary to reduce depletions to protect the to the Pecos River to provide water for New Mexico water rights owners and for delivery to Texas.

Section F - Documentation

The following documents are included herein:

- Offeror information
- Campaign Contribution Disclosure Form

- List of Representative Water Rights Clients and Related Matters
- Curriculum vitae for Pete Domenici
- Curriculum vitae for DL Sanders
- Curriculum vitae for Lorraine Hollingsworth
- Letter from New Mexico Bank & Trust
- Lawyers Professional Liability Insurance Policy Declarations

Section G - Financial

Please see attached letter from the New Mexico Bank & Trust regarding the Domenici Law Firm.

Also attached is Lawyers Professional Liability Insurance Policy Declarations

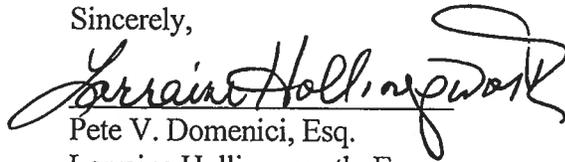
Section H - Additional Information Financial

The hourly rate for Pete Domenici is \$225, plus gross receipts tax and expenses. The hourly rate for Lorraine Hollingsworth, associate attorney, is \$190 per hour plus gross receipts tax and expenses. The Firm will bill half time for travel in New Mexico. Travel expenses include mileage, and actual costs for meals and lodging.

The hourly rate for D.L. Sanders is \$300.00 plus gross receipts tax and expenses. Mr. Sanders will bill half time for travel in New Mexico. Travel expenses include mileage, and actual costs for meals and lodging.

Thank you for the opportunity to submit this response to the City of Las Vegas RFP for Water Rights Consulting and Legal Services. If you have any questions or require additional information, please contact me at 505-883-6250.

Sincerely,



Pete V. Domenici, Esq.

Lorraine Hollingsworth, Esq.

DL Sanders, Esq.

OFFEROR INFORMATION

OFFEROR: Domenici Law Firm, P.C.
 AUTHORIZED AGENT: Pete Domenici
 ADDRESS: 320 Gold Ave. SW #1000, Albuquerque, NM 87102
 TELEPHONE NUMBER (505) 883-6250
 FAX NUMBER (505) 884-3424
 DELIVERY: _____
 STATE PURCHASING RESIDENT CERTIFICATION NO.: N/A
 NEW MEXICO CONTRACTORS LICENSE NO.: N/A

SERVICE (S): WATER RIGHTS CONSULTING AND LEGAL SERVICES
 THE CITY OF LAS VEGAS RESERVES THE RIGHT REJECT ANY OR ALL PROPOSALS AND TO WAIVE ANY TECHNICAL IRREGULARITY IN THE FORM.

AFFIDAVIT FOR FILING WITH COMPETITIVE PROPOSAL

STATE OF New Mexico }
 COUNTY OF Bernalillo }

I, Pete Domenici state under penalty of perjury that I am at least 18 years old, and am of the agent authorized by the offerors to submit the attached proposal. Affiant further states that the offeror has not been a party to any collusion among offerors in restraint of freedom of competition by agreement to a fixed price or to refrain from submitting a proposal; or with any city official or employee as to the quantity, quality or price in the prospective contract, or any other terms of said prospective contract; or in any discussion between offerors with any City official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

Pete Domenici
 Signature

Subscribed and sworn to before me, this 1st day of July, 2020.

(SEAL)

Jeanne Cameron Washburn
 Notary Public Signature
 My Commission Expires: 8/17/22



OFFICIAL SEAL
 Jeanne Cameron Washburn
 NOTARY PUBLIC-STATE OF NEW MEXICO
 My commission expires: 8/17/22

"Prospective contractor" means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [NMSA 13-1-28 through 13-1-199] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or small purchase contract.

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

Name(s) of Applicable Public Official(s) if any: _____
(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

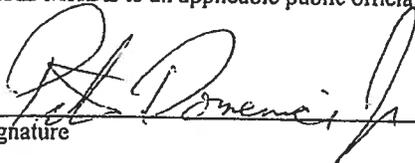
Signature

Date

Title (position)

—OR—

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250.00) WERE MADE to an applicable public official by me, a family member or representative.


Signature

7/1/20
Date

Owner
Title (Position)

REPRESENTATIVE WATER RIGHTS CLIENTS AND RELATED MATTERS:

City of Las Vegas- represented City in negotiating agreement with Storrie Project Water Users Association; represent City in District Court remand proceeding, including negotiating with Rio de las Gallinas Acequia Association

City of Jal- representing City before Office of State Engineer in administrative hearings on contested water rights applications; work with City on water rights and water planning

Catron County – represented the County before the State Engineer and in District Court in successfully contesting application filed by Augustin Plains Ranch for the appropriation of 54,000 acre feet of groundwater

Mora Mutual Domestic- work on groundwater water rights

Harper Cattle- Wagon Mound; litigation implementing water rights decree

Ed Martin -Springer Ditch; Cimarron adjudication application for return flow credits

Cabresto Ditch Association- resolve dispute over ownership of water rights and modify adjudication to obtain storage rights for purposes of Cabresto Reservoir defenses

Big Mesa Water Cooperative - address water rights needs through transfer of water rights in Conchas Reservoir and Cimarron River System

Hidden Lake Property Association - analyze and declare Hidden Lake water rights

City of Alamogordo- condemnation of Water Rights and Water Rights Ownership issues

Village of Los Lunas - defend Federal Court injunctive relief related to discharge to the Rio Grande

City of Socorro - representation on groundwater contamination impacts and settlement with US EPA

Bernalillo County -representation establishing County Authority to operate as water utility

NM Boys & Girls Ranches -resolved Middle Rio Grande Pre-Basin groundwater issue through denial and declaration

Toby Romero -adjudication related to railroad water rights

Edgewood Water Co-op- address ownership, leasing and regulatory issues for water rights for Village of Edgewood area

Wall Colmonoy Corp. - resolved groundwater issues between the client, Isleta Pueblo and US EPA

Pete V. Domenici, Jr.
Domenici Law Firm, P.C.
320 Gold Avenue SW, Suite 1000
Albuquerque, NM 87102
(505) 883-6250
Email: pdomenici@domenicilaw.com

EDUCATION

BA 1981, University of Virginia
JD 1985, University of New Mexico
Various Graduate Courses 1987 – 2005, University of New Mexico
Current – Master Degree Candidate, University of New Mexico, Community and Regional Planning; Environment and National Resource Emphasis

WORK EXPERIENCE

1986 – 1990
Associate Attorney
Civerolo, Hansen and Wolf
Albuquerque, NM
1990 – 2005
Partner
Dolan & Domenici, P.C.
Albuquerque, NM
Present
Sole owner
Domenici Law Firm, P.C.
Albuquerque, NM

AFFILIATIONS/MEMBERSHIPS

Natural Resource and Environmental Law Section of New Mexico Bar Association
Board Member – WERC, a Consortium for Environmental Education and Technology Development
Presenter – 2006 NBI Seminar “The New Environmental Liability Protections”
2005 CLE Seminar “Land Use Law” - “Federal Land Use Planning for Fluid Mineral Development Otero Mesa and Valle Vidal”
2003 “Water Rights Strategy”, New Mexico Rural Water User Association
2001 State Bar Presentation “Environmental Law Update”

AREAS OF PROFESSIONAL INTEREST

Environmental Law, including solid, hazardous, and nuclear waste management; oil and gas landfill/land farm and disposal well permits, dairy permits; negligence and nuisance litigation and insurance coverages for environmental/pollution liability. .

Water rights, water quality management
Natural resource production, including oil and gas, mining and development
Use of public lands, including grazing and other multiple use
Real estate issues, including land grants and historical issues

PROFESSIONAL LICENSES

New Mexico Bar Admission 1986
Federal District Court of New Mexico 1986
Tenth Circuit US Court of Appeals 1986
D.C. Circuit US Court of Appeals 1990
US Court of Claims 1997

PROFESSIONAL EXPERIENCE

New Mexico Environment Department (NMED) RCRA Permits and Permit Modification involving WIPP and Triassic Park
New Mexico Oil Conversation Division (NM OCD) Landfill/Landfarm and Disposal Well Permits
Lead Counsel in Administrative, State and Federal Court Matters
Water Rights Adjudications on the Mimbres and Gilas Rivers;
CWA, ESA, NEPA and CERCLA Litigation on Federal Court Cases
Land Grant and Real Property Litigation in numerous state court

BOARD ACTIVITIES:

Board positions:

Bernalillo County/City of Albuquerque WPAB, 2011 – 2014 (Water Protection Advisory Board)
Board member for WERC (Education and Research Council)(NMSU)
NM Energy and Minerals/NM Environment Department Transition Committee Chairman (2011) for Governor Susana Martinez

REFERENCES:

John D'Antonio, Jr., P.E. U.S. Army Corps of Engineers, (415) 503-6550 (NM State Engineer, 2002 – 2011)
Gandy Marley Oil & Gas Landfill Bill Marley, Owner, (505) 626-6513
Southwest Landfill Claudine Martinez, Owner/General Counsel, (505) 867-6045
NM Boys & Girls Ranches Michael Kull, (505) 864-7381
D.L. Sanders Former General Counsel, Office State Engineer
Gloria Johnson Former General Counsel for Washington Tru-Solutions (management contractor for WIPP), (575) 302-8495
Rhavi Baskar Mayor of Socorro, NM, (575) 835-0240
Cal-Maine Foods, Inc. Rob Holladay, VP/General Counsel (601) 718-4250

Best Lawyers in America in Environmental Law Since 1994

Resume of DL Sanders, Esq.

17 Seton Plaza • Santa Fe, New Mexico 87508 • Phone: 505-412-1112 • E-Mail: esquiparro@gmail.com

Background

In 2014, I established a water rights consulting practice limited to matters related to water rights applications, validity, and litigation for water rights owners, hydrologists, engineers and attorneys. I have been a water attorney since 1990. I was with the Office of the New Mexico State Engineer as an attorney from 1990 through mid-2014. During my employment with the State Engineer, I spent approximately 8 years litigating water rights cases before the New Mexico State Engineer, *de novo* appeals to New Mexico district courts, original actions before New Mexico state and federal district courts, and appeals from those courts. I also was assigned to the litigation of water rights adjudication cases. In 1998, I was assigned by the State Engineer to supervise the drafting of decisions by his hearing officers in the Administrative Hearing Unit. In late 1998, I was appointed Deputy Chief Legal Counsel. My duties included supervising the hearing unit and the Litigation and Adjudication Program (LAP) attorneys, and drafting legal opinions and policy positions for the State Engineer. In early 2000, I was appointed as interim Chief Legal Counsel. As Chief Counsel, I supervised all functions of LAP listed above and directly advised the State Engineer on all matters related to his duties. In 2001, was appointed as the Chief Legal Counsel and served in that role until I retired in 2014. From 1990 through 2014, I supervised the State Engineer's legislative agenda and was the State Engineer's main lobbyist/legislative liaison. In 2007, Governor Richardson appointed me to the Western States Water Council and I served as a member until I retired in 2014. Finally, I served as a member of the New Mexico Water Quality Control Commission from 2008 through 2014.

Office of the State Engineer Experience

Office of the State Engineer

1990-2014

- 2001-2014: Served as State Engineer Chief Counsel. My primary duty was to advise the State Engineer on water rights issues, water policy, legislative agendas, and on all water rights decisions arising before the State Engineer's Hearing Unit. I supervised all litigation involving the State Engineer, except cases before the Hearing Unit, and supervision of all appeals to and original actions filed with state and federal district courts. I also handled all appeals to the New Mexico Court of Appeals and Supreme Court. Between 2000 and 2004, I represented the State Engineer along with the New Mexico Attorney General and Interstate Stream



Commission attorneys in negotiations between Texas and New Mexico involving interstate litigation concerning Rio Grande water quality and water deliveries.

- 1999-2001: Served as interim Chief Legal Counsel.
- 1998-1999: Staff attorney assigned by the State Engineer to supervise the drafting and analysis of the decisions drafted by the Hearing Unit due to my demonstrated understanding of the water code and water rules.
- 1990-1999: Served as a staff attorney. My duties included representing the water rights division before the State Engineer, legal advice to the State Engineer Water Rights Division, and representing the State in water rights adjudication cases in both State and Federal courts.

Western States Water Council

2007-2014

- The Western States Water Council is an organization consisting of representatives appointed by the governors of 18 western states. It was created through the adoption of a resolution at the Western Governor's Conference in 1965. The purposes of the Council are: (1) to accomplish effective cooperation among western states in the conservation, development, and management of water resources; (2) to maintain vital state prerogatives, while identifying ways to accommodate legitimate federal interests; (3) to provide a forum for the exchange of views, perspectives, and experiences among member states; and (4) to provide analysis of federal and state developments in order to assist member states in evaluating impacts of federal laws and programs and the effectiveness of state laws and policies.
- I was appointed to the Council by the Governor because of my expertise in the areas of both water law and New Mexico water rights administration. I served on both the Legal and Water Rights Committees and was the alternate for the State Engineer on the Executive Committee. I met with federal agencies regarding western water issues and various members of Congress and their staff members concerning proposed federal laws and regulations effecting water administration in the West.

New Mexico Water Quality Control Commission

2008-2014

- The Commission is the state water pollution control agency for this state for all purposes of the federal Clean Water Act and the wellhead protection and sole source aquifer programs of the federal Safe Drinking Water Act [§ 74-6-3.E, NMSA 1987].



- I was appointed to the Commission by the State Engineer because of my expertise in the areas of both New Mexico water law and New Mexico water rights administration.

Education

University of New Mexico School of Law

1982-1985

In law school I emphasized on water and natural resources law. I took water law, advanced water law, and federal land and water law. I was selected to both Law Review and the Natural Resources Journal (NRJ). I opted for the NRJ where I was published and was selected to the editorial board.

Fort Lewis College, Durango, CO

1975-1979

At the Fort, I majored in business and was selected to the business school honors fraternity.

Skills

Legislation, Statutes, Rules, Regulations and Policies

From 1990-2014, I was involved in all aspect of legislation, including the drafting and analysis of proposed new laws and amendments to existing laws and I regularly testified on such matters before the legislature. I also attended and participated in interim legislative committees annually. During my tenure, I was involved in the development or legal review of nearly every rule, regulation, and policy adopted by the State Engineer.

Finally, I created the legal basis for the development and drafting of the "Guidelines" used by the Water Rights Division for reviewing and acting on water rights applications. I also developed and the legal theory and drafted the "umbrella" Active Water Resource Management rules for priority of administration water in New Mexico and successfully defended them in district court and participated in the appeals to the Court of Appeals and Supreme Court.

Major Indian Water Rights Settlements

During my tenure as Chief Counsel I supervised and participated in the negotiation of three major Indian water rights settlements. The settlement of the massive water rights claims of the Navajo Nation for its lands in New Mexico was significant not only because we were able to protect the water rights held by non-Indians, but because we were able to convince Congress to



fund and undertake the construction of a water pipeline from Farmington to Gallup, New Mexico. For the first time the people of the Navajo Nation will have access to potable water near their homes instead of having to drive miles to fill the water tanks on their trucks.

Just as important was our ability to reach water rights settlements with Taos Pueblo and the *Aamodt* pueblos. Both of these settlements, like the Navajo settlement, required funding and the construction of infrastructure to protect both the water rights of the pueblos and those of the non-Indians.

These three settlements required lobbying Congress to enact laws approving the settlements, funding infrastructure improvements, and providing for their construction by the US Bureau of Reclamation. My role in the process gave me the opportunity to testify before Congress in support of the settlements.

Pecos Water Rights Settlement

Another major settlement that I oversaw was the settlement of the water rights claimed by the Carlsbad Irrigation District that also provided the means for complying with the Pecos River Compact. (New Mexico had been struggling to comply the US Supreme decree of 1989 prohibiting New Mexico from under-delivering to Texas). This settlement took approximately four years to negotiate and resolved some thirty years of litigation and acrimony. It was significant because we convinced the state Legislature fund the Interstate Stream Commission with approximately \$110 million for the purchase and retirement of water rights necessary to reduce depletions to protect the to the Pecos River to provide water for New Mexico water rights owners and for delivery to Texas.

NM APPELLATE COURT CASES INVOLVING WATER RIGHTS

The following case are the cases in which I briefed, co-briefed, and/or argued:

NM SUPREME COURT

LION'S GATE WATER V. D'ANTONIO, 2009-NMSC-057, 147 N.M. 523, 226 P.3d 622

TRI-STATE GENERATION & TRANSMISSION ASS'N. INC. V. D'ANTONIO, 2012-NMSC-039, 289 P.3d 1232

BOUNDS V. STATE EX REL. D'ANTONIO, 2013-NMSC-037, 306 P.3d 457

D'ANTONIO V. GARCIA, 2008-NMCA-139, 145 N.M. 95, 194 P.3d 126



SMITH V. CITY OF SANTA FE, 2007-NMSC-055, 142 N.M. 786, 171 P.3d 300

WALKER V. UNITED STATES, 2007-NMSC-038, 142 N.M. 45, 162 P.3d 882

MONTGOMERY V. LOMOS ALTOS. INC., 2007-NMSC-002, 141 N.M. 21, 150 P.3d 971

HERRINGTON V. STATE OF N.M. EX REL OFFICE OF STATE ENG'R, 2006-NMSC-014, 139 N.M. 368, 133 P.3d 258

NM COURT OF APPEALS and 10TH CIRCUIT APPEAL

STATE V. CITY OF LAS VEGAS, 2004-NMSC-009, 135 N.M. 375, 89 P.3d 47

CARANGELO V. ALBUQUERQUE-BERNALILLO CNTY. WATER UTIL. AUTH., 2014-NMCA-032, 320 P.3d 492

STATE EX REL. STATE ENGINEER V. ELEPHANT BUTTE IRRIGATION DIST., 2013-NMCA-023, 296 P.3d 1217

STATE EX REL. OFFICE OF STATE ENG'R V. ELEPHANT BUTTE IRRIGATION DIST., 2012-NMCA-090, 287 P.3d 324

STORM DITCH V. D'ANTONIO, 2011-NMCA-104, 150 N.M. 590, 263 P.3d 932

BOUNDS V. HAMLETT, 2011-NMCA-078, 150 N.M. 389, 258 P.3d 1181

HEADEN V. D'ANTONIO, 2011-NMCA-058, 149 N.M. 667, 253 P.3d 957

TRI-STATE GENERATION V. D'ANTONIO, 2011-NMCA-015, 149 N.M. 394, 249 P.3d 932

BOUNDS V. STATE, 2011-NMCA-011, 149 N.M. 484, 252 P.3d 708

IN RE WATERFALL COMMUNITY WATER USERS ASS'N, 2009-NMCA 101, 147 N.M. 20, 216 P.3d 270

STATE EX REL. STATE ENG'R V. COMMISSIONER OF PUB. LANDS, 2009-NMCA-004, 145 N.M. 433, 200 P.3d 86

ROSETTE. INC. V. U.S. DEPT. OF THE INTERIOR, 2007-NMCA-136, 142 N.M. 717, 169 P.3d 704

STATE EX REL STATE ENG'R V. LEWIS, 2007-NMCA-008, 141 N.M. 1, 150 P.3d 375

STENNIS V. CITY OF SANTA FE, 2006-NMCA-125, 140 N.M. 517, 143 P.3d 756

MIMBRES VALLEY IRRIGATION CO. V. SALOPEK, 2006-NMCA-093, 140 N.M. 168, 140 P.3d 1117

IN RE TOWN OF SILVER CITY, 2006-NMCA-009, 138 N.M. 813, 126 P.3d 1177

MONTGOMERY V. N.M. STATE ENGINEER, 2005-NMCA-071, 137 N.M. 659, 114 P.3d 339

ELDORADO UTILS.. INC. V. STATE EX REL. D'ANTONIO, 2005-NMCA-041, 137 N.M. 268, 110 P.3d 76

LORRAINE HOLLINGSWORTH

320 Gold Avenue SW, Suite #1000
Albuquerque, NM 87102
505-883-6250

Areas of practice

Legal research and writing
Administrative law practice, major permit actions
Support for major, complex litigation in water, natural resources, environmental and corporate areas

Date licensed in New Mexico:

1994

Educational Background

Juris Doctor cum laude with Natural Resources Certificate
University of New Mexico School of Law 1994
Albuquerque, New Mexico

B.A. Political Science, English Minor
University of New Mexico 1991
Albuquerque, New Mexico

Professional Organizations

State Bar of New Mexico 1994-present

Experience

Ms. Hollingsworth practices in the areas of water, environmental, natural resources, corporate law and appellate law. Ms. Hollingsworth's primary area of practice is environmental law. Ms. Hollingsworth has been involved in major, complex litigation in the water, environmental and natural resources areas. Ms. Hollingsworth represents clients in State and Federal district court and before State of New Mexico regulatory boards, including in major permitting actions before the New Mexico Environment Department, State Engineer and the Oil Conservation Division.

Ms. Hollingsworth, along with Pete Domenici, has represented or currently represents the Cities of Carlsbad, Las Vegas, Roswell, Alamogordo, and Jal, the Villages of Los Lunas and Questa, and Catron County in water, environmental and natural resources matters. Ms. Hollingsworth has also represented the Waste Isolation Pilot Plant, Los Alamos National Laboratory, and Triassic Park Hazardous Waste Facility in RCRA permit proceedings before the New Mexico Environment Department. Ms. Hollingsworth has represented a number of corporate clients in administrative

proceedings and matters. Ms. Hollingsworth understands state and federal environmental statutes and regulations and has undertaken substantial research and writing in the area of environmental laws and regulations. Ms. Hollingsworth is also familiar with administrative procedures and their application by various boards and agencies. Ms. Hollingsworth is familiar with reporting to government entities, developing and fulfilling long-term deliverable requirements, and providing acceptable deliverables to clients.

Ms. Hollingsworth works closely with clients to draft contractual and land use agreements, including surface use agreements, easements and right-of-way agreements. Ms. Hollingsworth drafts administrative and litigation documents, including administrative applications, protests to applications and court pleadings.

Ms. Hollingsworth provides substantial litigation support for cases in State and Federal district court, including legal research, drafting motions and briefs, preparation of discovery and trial preparation.



Post Office Box 1048
Albuquerque, New Mexico 87103-1048

June 30, 2020

To whom it may concern:

Domenici Law Firm PC has had accounts with New Mexico Bank and Trust for over ten years. During this time they have handled the accounts in a satisfactory manner. They don't overdraft their account and have average balances over \$80,000. At this time they don't have any loans with the bank but based on their history they would have a high probability of a loan approval if requested. Please call me with any questions.

Sincerely

Chris Gibbon

Commercial Banking, SVP

505-830-8127



HOME OFFICE ADDRESS:
111 N. Higgins, Suite 600
Missoula, MT 59802

PHONE:
(800) 367-2577

MAILING ADDRESS:
PO Box 9169
Missoula, MT 59807-9169

POLICY DECLARATIONS

NOTICE: THE POLICY IS A CLAIMS MADE AND REPORTED POLICY. NO COVERAGE EXISTS UNDER THE POLICY FOR A CLAIM WHICH IS FIRST MADE AGAINST THE INSURED OR FIRST REPORTED TO THE COMPANY BEFORE OR AFTER THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD. PLEASE READ THE ENTIRE POLICY CAREFULLY.

POLICY NUMBER: ALPS5888- 19

Item 1 – Named Insured: Domenici Law Firm, PC
Address: 320 Gold Avenue SW, Suite 1000
Albuquerque, NM 87102

Item 2 – Retroactive Coverage Date: 1/30/1990

Item 3 – Name of Each Insured Attorney:

See Attached

Item 4 – Policy Period:

Effective Date and Time: 3/1/2020 at 12:01 AM at the address stated in Item 1.
Expiration Date and Time: 3/1/2021 at 12:01 AM at the address stated in Item 1.

Item 5 – Limit of Liability: \$3,000,000 Each Claim*
\$6,000,000 Aggregate

Item 6 – Deductible: \$5,000 Each Claim*

Item 7 – Annual Premium: \$16,556

Item 8 – Endorsements attached at inception of the policy form LPL PREMIER (01-18):

Signature Page NM Amendatory Excluded Entity(s)

* Important Notice: All Claims that arise out of or in connection with the same Professional Services or Related Professional Services, whenever made and without regard to the number of Claims, claimants, or implicated Insureds, shall be treated as a single Claim.

All current and previously submitted application forms delivered to the Company are made a part of the Policy. The Named Insured may obtain a copy of all application forms by submitting a written request to the Company.

Countersigned by: Victoria L. Coe
Authorized Representative

Date: February 19, 2020

SCORING MATRIX

RFP 2020-13 Water Rights Consulting and Legal Services

	Domenici Law Firm, P.C.
1. Specialized Services as defined in scope of work 30 points	Evaluator #1---28 Evaluator #2---28 Evaluator #3---28 Evaluator #4---28 Evaluator #5---28
2. Capacity and Capability 15 points	Evaluator #1---15 Evaluator #2---15 Evaluator #3---15 Evaluator #4---15 Evaluator #5---15
3. Past Record and Performance 15 Points	Evaluator #1---15 Evaluator #2---15 Evaluator #3---15 Evaluator #4---15 Evaluator #5---15
4. Familiarity with City of Las Vegas, land use and water regulations 20 Points	Evaluator #1---20 Evaluator #2---20 Evaluator #3---20 Evaluator #4---20 Evaluator #5---20
5. Current Volume of Work with City of Las Vegas is less than 75% 10 Points	Evaluator #1---10 Evaluator #2---10 Evaluator #3---10 Evaluator #4---10 Evaluator #5---10
6. Resident / Veterans Preference 10 Points	Evaluator #1---10 Evaluator #2---10 Evaluator #3---10 Evaluator #4---10 Evaluator #5---10
Totals	
	Evaluator #1---98 Evaluator #2---98 Evaluator #3---98 Evaluator #4---98 Evaluator #5---98
	98.00