CITY OF LAS VEGAS

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

Mayor Tonita Gurule-Giron

CITY OF LAS VEGAS
REGULAR CITY COUNCIL AGENDA
August 17, 2016–Wednesday– 6:00 p.m.
City Council Chambers
1700 N. Grand Ave

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

I. **CALL TO ORDER**

II. **ROLL CALL**

III. **PLEDGE OF ALLEGIANCE**

IV. **MOMENT OF SILENCE**

V. **APPROVAL OF AGENDA**

VI. **APPROVAL OF MINUTES (July 13th, July 20th , July 25th and July 26th 2016)**

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

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

IX. **PUBLIC INPUT**
(not to exceed 3 minutes per person and persons must sign up at least fifteen (15) minutes prior to meeting)

X. **CITY MANAGER'S REPORT**

XI. **PRESENTATIONS (Not to exceed 10 minutes per person)**

- Presentation recognizing retired Commander, Joseph Harris.

XII. **FINANCE REPORT**

David A. Ulibarri Jr.
Councilor, Ward 1

Vince Howell
Councilor, Ward 2

Barbara Casey
Councilor, Ward 3

David L. Romero
Councilor, Ward 4

XIII. CONSENT AGENDA

(Items may be moved to New Business at the request of any Councilor with approval of the Governing Body)

1. Approval of Out of State travel to Broomfield, Colorado, October 26-29, 2016.

   Juan Montano, Police Chief Original training July 25-29, 2016 cancelled due to lack of enrollment. Less than Lethal training is a requirement by ATF (Alcohol, Tobacco, & Firearms) to finalize a purchase of less than lethal products from Combined Tactical Systems. This training will provide training on the equipment purchased and will ensure proper use by police personnel.

2. Approval of Out of State travel for Children's Librarian professional development.

   Rosita Ellis, Library Manager The Library Department would like to send the Children's Librarian for Professional Development to two separate one day conferences in Lakewood, Colorado. The travel will be paid for by the Library's operating fund.

3. Approval of Resolution to donate one (1) ISI Vision 3 Thermal Imaging Camera, Serial #1228.

   Phillip Mares, Fire Chief The City of Las Vegas Fire Department has one (1) ISI Vision 3 thermal imaging camera which is no longer being used and is not needed for essential government function.

4. Approval to purchase one automated commercial Front Loader garbage truck for the Solid Waste Division.

   Maria Gilvarry, Utilities Director The City of Las Vegas Solid Waste Division is in need of new equipment to include garbage trucks. The trucks that are being used currently are over 5 years old and in need of much repair. Utilities would like to purchase a new automated commercial front loader garbage truck to ensure reliable service for customers. The cost of the new garbage truck is $253,333.95.

5. Approval to purchase one automated residential side loader garbage truck for the Solid Waste Division.

   Maria Gilvarry, Utilities Director The City of Las Vegas Solid Waste Division is in need of new equipment to include garbage trucks. The trucks that are being used currently are over 5 years old and in need

of much repair. Utilities would like to purchase a new automated commercial side loader garbage truck to ensure reliable service for customers. The cost of the new garbage truck is $245,403.35.

6. Approval to award request for proposals #2017-05 for water rights consulting and legal services to Domenici Law Firm P.C.

   Maria Gilvarry, Utilities Director The City of Las Vegas requires legal representation and consulting 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.

7. Approval to award request for proposals #2017-06 for hydrologist professional consulting services to Glorieta GeoScience, Inc.

   Maria Gilvarry, Utilities Director The 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.

8. Approval to Publish Ordinance No. 16-01 for Water Trust Board 317 funding- Raw Water Conveyance pipeline project.

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

9. Approval of Fourth of July Fiestas schedule for years 2017 through 2022 as agreed upon in the City Council Work Session 8/10/16 after evaluating options for multiple years.

   Annette Velarde, Community Development Director Adopt and set a Fourth of July Fiestas Schedule for six years based upon the day of week that 4th of July falls to allow staff to plan and budget costs associated with staffing and overtime, costs of entertainment, negotiate entertainment contracts, plan vendor set-up, road closures and other Fiestas logistics.

XIV. BUSINESS ITEMS

1. Approval/Disapproval to appoint Roy Montibon to the City of Las Vegas Labor Management Relations Board.

   Victoria Lovato, Transportation Manager There is a vacancy on the City of Las Vegas Management Relation Board that the Unions have recommended to fill as per Chapter 48. Labor Management Relations Board.

2. Approval/Disapproval to adopt Resolution No. 16-29 authorizing City of Las Vegas Meadow City Express to submit application for NMDOT Grant 5311.

   Victoria Lovato, Transportation Manager City of Las Vegas Meadow City Express provides public transportation to individuals on a demand schedule. Applying for NMDOT Grant 5311 will allow services to continue.

3. Approval/Disapproval of FY 2017 Contract for Mainstreet de Las Vegas.

   Annette Velarde, Community Development Director Mainstreet de Las Vegas has agreed to follow the National Mainstreet Organization's Four Point Approach for Design, Economic Positioning, Promotion and Professional Organization and agrees to do so for the benefit of the city/community of Las Vegas, New Mexico. A broad scope of work includes but not limited to coordination and assistance with various funding on projects.

4. Approval/Disapproval of Resolution No. 16-30 authorizing submittal of application for funding assistance to the New Mexico Financial Authority for the Chico Drive and 8th Street water line improvements.

   Maria Gilvarry, Utilities Director The City of Las Vegas desires to replace aging lines on Chico Drive and 8th Street as these areas have been identified as areas of significant water loss. The City of Las Vegas qualifies for $600,000 in funding from the 2017 Drinking Water State Revolving Loan Fund which includes $450,000 (75%) grant and $150,000 (25%) loan. The application along with the authorizing resolution must be submitted by September 15, 2016 to move the project forward.

5. Approval/Disapproval of resolution No. 16-31 authorizing submittal of application for funding assistance to the New Mexico Financial Authority for the construction portion of the Cabin Site tank rehabilitation.

   Maria Gilvarry, Utilities Director The City of Las Vegas desires to drain, clean, repair and paint the interior and exterior of the Cabin Site tank. The City of Las Vegas does qualify for $841,000 in funding from the 2017 Drinking Water State Revolving Loan Fund which includes $630,750 (75%) grant and $210,250 9 (25%) loan. The application along with the authorizing resolution must be submitted by September 15, 2015 to move the project forward.

6. Approval/Disapproval of Resolution No. 16-32 authorizing submittal of application for funding assistance to the New Mexico Financial Authority for the North Grand Avenue water line system improvements.

   Maria Gilvarry, Utilities Director The City of Las Vegas desires to install new water lines which will allow looping of the existing water lines and will eliminate dead end lines on North Grand Avenue. The City of Las Vegas does qualify for $354,000 in funding from the Drinking Water State Revolving Loan Fund which includes $265,500 (75%) grant and $88,500 (25%) loan. The application along with the authorizing resolution must be submitted by September 15, 2016 to move the project forward.

XV. COUNCILORS' REPORTS

XVI. 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.**

XVII. ADJOURN

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

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

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

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

MAYOR:	Tonita Gurule-Giroń
COUNCILORS:	David A. Ulibarri Jr. - Absent Vince Howell Barbara A Casey David L. Romero
ALSO PRESENT:	Richard Trujillo, City Manager Casandra Fresquez, City Clerk H. Chico Gallegos, City Attorney Juan Gonzales, Sergeant at Arms

CALL TO ORDER

ROLL CALL

Mayor Gurule-Giroń advised Councilor Ulibarri Jr. was unable to attend the meeting as he had a prior commitment.

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Mayor Gurule-Giroń asked for Councilor Casey to lead the moment of silence.

Councilor Casey asked everyone to silently pray for all the individuals that have lost their life the past week and to reflect on how each individual can make the community better.

APPROVAL OF AGENDA

Councilor Casey made a motion to approve the agenda as presented. Councilor Howell seconded the motion.

Mayor Gurule-Giroń asked for a roll call. Roll call was taken and reflected the following.

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

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

MAYOR'S APPOINTMENTS/REPORTS

Mayor Gurule-Giroń advised there were no appointments or reports at this time.

MAYOR'S RECOGNITION/PROCLAMATION

Mayor Gurule-Giroń advised there were no recognition or proclamations at this time.

PUBLIC INPUT

Jae Dennis spoke to the Governing Body regarding animal welfare and fully educating the public and animal control officers on recognizing the signs of animal abuse. Ms. Dennis asked that individuals hired for positions for animal control are fully trained and educated. Ms. Dennis asked that laws that implemented to protect animals be enforced by the court system.

Carmen Holguin yielded her public input time for Ms. Dennis.

Mariano Ulibarri advised the Governing Body of the success the Parachute Factory has had with youth of the community through grant funding for programs and events. Mr. Ulibarri asked for the Governing Body to attend their programs and see how beneficial it is to the youth of the community.

Bruce McAllister spoke to the Governing Body regarding animal welfare and ordinances that are not enforceable. Mr. McAllister asked the members of the council to continue to move forward with the water issues in hopes of resolving them. Mr. McAllister advised the Police Department for a number of years have had computers in their vehicles, but IT has not installed the tower that would allow the department to utilize the computers.

Corie Weaver spoke to the Governing Body regarding the animal welfare problem in the community and how negatively it impacts the City of Las Vegas with regards to tourism and new business locating to the area. Ms. Weaver asked that the Governing Body support the efforts to care for the neglected animals of the community.

Sean Weaver spoke to the Governing Body regarding animal welfare in the community and the work that the volunteers have done to help the animals throughout the city.

Ras Zakaritas Tafart spoke to the Governing Body regarding the youth, the arts and the community and encourages everyone to be proactive with progress in the community.

Adelita Lujan spoke to the Governing Body about supporting the youth of the community and support the skate park location at the Gallinas River Walk. Ms. Lujan spoke about the activities offered through the Parachute Factory and grants that are being sought after through Santa Fe.

Debbie Morse spoke to the Governing Body regarding the animals of the community. Ms. Morse spoke of other communities that have dog parks available to the community and the safety one can experience while out walking their dogs. Ms. Morse advocated for the Animal Welfare Coalition and advised she volunteers her time and they have done a tremendous job on helping with the welfare of neglected animals. If the community is able to educate the youth of the community about proper animal care it would make a tremendous impact.

Lee Einer spoke to the Governing Body about lies that have been circulating around the community the last few weeks and he advised the Governing Body to move forward with City issues and to not get distracted by ridiculous rumors.

Brian Marquez spoke to the Governing Body to advocate for the skate park. Mr. Marquez advised the youth needed a youth area not only for the skate boarders but for the youth that BMX as well. Skateboarding and BMX are becoming increasingly popular and are attracting more youth to these sports.

Cathy Kahn stated she has also heard the rumors circulating the community and added that this is a new administration three months into becoming a whole Governing Body and as with any entity it will take some time to get everything in order and she has seen progress. Ms. Kahn advised she has heard rumors of animal cruelty, neglect and mismanagement of funds in the AWC. When there is fraud suspected the local police department needs to investigate.

Manny Martinez spoke to the Governing Body about historical preservation that is happening on the Plaza Park area. Mr. Martinez advised he as spoke with several business owners along the Plaza and they have concerns. Mr. Martinez asked if the Plaza was being turned into a strip mall and pointed out the façade of JC's Pizza. Mr. Martinez advised he contacted the Historical Preservation and advised they were not contacted about the changes that were made and the local city committee that reviews these changes was not informed.

Natasha Padilla introduced the local Law Enforcement Auxiliary and advised their main purpose is to remind the officers that are not alone. Ms. Padilla advised with loss of law enforcement lives and criticism throughout the world she asked that the Governing Body not let the local officers walk alone. Ms. Padilla had another individual read a poem written by a law enforcement wife.

Kelli Wallbourn spoke to the Governing Body regarding the status of the Animal Welfare Coalition. Ms. Wallbourn advised the AWC has helped her in many ways and hopes the Governing Body continues to support them. Ms. Wallbourn also advised there big safety concern with animals running at large and something needs to be done so people can walk around the community and walk their animals without fear of being attacked.

Debra Gage spoke to the Governing Body regarding law enforcement support and requested the community adopt a different observation of law enforcement. Just recently a peaceful protest ended with the loss of law enforcement lives. Ms. Gage advised today too many people are quick to judge based on short videos shared through media, law enforcement officers are sworn to uphold the law and many individuals have a sense of entitlement and feel they do not have to follow the law. Ms. Gage advised the officers should not be in fear of their lives as they go about their job or fear of false reports being made against them. Ms. Gage advised the job these men and women choose to do day in and day out is not an easy job and asked the community to take time out of their day and thank an officer for doing the job they do.

Jenny Nation spoke to the Governing Body regarding support of law enforcement. Ms. Nation advised the community expects officers to give their fullest effort each and every day without knowing what these officers go through on a daily basis and encouraged the community to educate themselves.

Meredith Britt spoke to the Governing Body about animal welfare in the community and also spoke about the gossip that is circulating around town and asked the Governing Body to keep the public more informed.

Kim Reed-Deemer spoke to the Governing Body regarding animal welfare in the community. Ms. Reed-Deemer spoke about the colony of feral cats that she along with help from the AWC has been able to spay neuter and relocate. Ms. Reed-Deemer advised she has never seen any indication of animal abuse within the AWC and hopes that the Governing Body isn't restructuring the Enforcement Division till it no longer exists.

Georgina Ortega advised the Governing Body to not lose focus and to prioritize issues as the operating budget will allow. Ms. Ortega advised she supported the administration and what they feel will be in the best interest of the community.

Sara Mathews spoke to the Governing Body regarding animal welfare and neglect in the community. Animal neglect needs to become a priority; the treatment of animals has improved since the AWC has been running the city owned shelter. Ms. Mathews advised there is a need in the community to address the number of vicious animals running at large and attacking not only other animals but people as well.

Bob Wessely spoke of the progress the Governing Body has been making since the new administration came on board. Mr. Wessely highlighted the progress and the projects the Governing Body has made, he again reminded Mayor and City Councilors not to lose momentum.

CITY MANAGER'S INFORMATIONAL REPORT

City Manager Trujillo introduced Terry Bridges from the Local Emergency Planning Committee (LEPC).

Mr. Bridges gave a presentation introducing the purpose of the LEPC and the community groups that all play an active role in developing plans for emergencies within the city and surrounding county. Mr. Bridges spoke about the training and information they receive on handling of various chemicals such as propane that is routinely used with the community. Mr. Bridges listed the entities that will be participating in the 2nd annual LEPC Expo to be held on August 13, 2016. Mr. Bridges invites members of the Governing Body and the community to attend their meetings and attend the expo.

Community Development Director Velarde spoke to the Governing Body addressing some of the rumors that have begun circulating throughout the community and the City's support for various projects. The Farmers Market is being reviewed for conceptual plans to utilize the space at the old Safe Way parking lot known as Mural Park and the department is moving forward with looking for funding to assist with that project and asking for input from individuals involved with the Farmers Market as to their needs. Community Development Director Velerde advised San Miguel County has agreed to pay half of the youth coordinator position. This position would work with youth improvement projects such as the skate park, educational projects and animal care awareness.

PRESENTATIONS

Bill Hendrickson Executive Director of the Economic Development Corporation gave a PowerPoint update on the 2015-2016 deliverables as per their contract and presented the 2016-2017 deliverables. Mr. Hendrickson gave a brief description of the website design and the information contained on the site. Mr. Hendrickson recognized the members of the EDC that were present in the audience.

DISCUSSION ITEMS

1. Grant application through the Department of Justice for the Las Vegas Police Department.

Police Chief Montano advised the Governing Body that the Las Vegas Police Department is requesting approval to apply for funding in the amount of $11,537.00 to purchase equipment for the police vehicles and funding towards a transport vehicle for the San Miguel County Sheriff's Office.

Councilor Howell asked what equipment would be purchased.

Police Chief Montano advised interior lights, exterior light bars and sirens.

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

2. Award request for bid #2017-01 for employee uniform – boot/work shoe to the low bidder.

Utilities Director Gilvarry advised every year the City of Las Vegas must issue a new request for bids for employee uniforms. Utilities Director Gilvarry advised there was only one responsive bidder, Popular Dry Goods.

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

3. Award bid #2017-02 for employee uniform – trouser/coverall to the low bidder.

Utilities Director Gilvarry advised Popular Dry Goods was the sole bidder and requested awardment.

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

4. Award bid #2017-03 for employee uniform – shirt-jacket to the low bidder.

Utilities Director Gilvarry advised there were two bidders for these items and the company is based out of Albuquerque and the company would need to make the trip to size employees. Utilities Director advised overall total of purchase Popular Dry Goods was the lower bidder and Popular being the local company and have developed a good working relationship with them.

Councilor Casey pointed out the bid called for 100% cotton shirts and the other company provided pricing for a cotton blend.

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

5. Award request for proposals #2016-37 for natural gas proving service to sole proposer Koons Gas Management.

Utilities Director Gilvarry and Gas Systems Manager Kenny Lucero advised the proving service entails verification that large commercial gas meters are within the tolerance zone to ensure accuracy for the customer and for the City. This

RFP will allow us to hire a company to do the field proving on our commercial gas meters which is a requirement of the Pipeline Regulation Commission.

Councilor Howell asked for clarification on the accuracy of their proving services and verification.

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

EXECUTIVE SESSION

City Manager Trujillo advised there was no need for executive session.

Councilor Casey made a motion to adjourn. Councilor Romero seconded the motion.

Mayor Gurule-Giroń asked for a roll call. Roll call was taken and reflected the following.

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

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

ADJOURN

_____

Mayor Tonita Gurule-Giroń

ATTEST:

_____

Casandra Fresquez, City Clerk

MINUTES OF THE CITY OF LAS VEGAS REGULAR CITY COUNCIL MEETING HELD ON WEDNESDAY, JULY 20, 2016 AT 6:00 P.M. IN THE CITY COUNCIL CHAMBERS

MAYOR: Tonita Gurule-Giroń

COUNCILORS: Vincent Howell
David L. Romero
Barbara A. Casey
David A. Ulibarri, Jr.

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

CALL TO ORDER

Mayor Gurule-Giroń called the meeting to order at 6:15 p.m.

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Councilor Ulibarri, Jr. thanked God for blessings and to help in keeping the City of Las Vegas and Council together and wanted to express his condolences to Dallas as they deal with the recent violent tragedies as well as in many areas of the world.

City Manager Trujillo recommended going into Executive Session.

Councilor Casey recommended moving Executive Session after the Consent Agenda and before Business Item 1 of the meeting in order to accommodate the public.

APPROVAL OF AGENDA

Councilor Casey made a motion to approve the agenda with the recommended changes of moving Executive Session after Consent Agenda and before Business Item #1. Councilor Ulibarri, Jr. seconded the motion. Mayor Gurule-Giroń asked for roll call. Roll Call Vote was taken and reflected the following:

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

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

APPROVAL OF MINUTES

Councilor Casey made a motion to approve the minutes for March 24th, June 8th, and June 15th, 2016. Councilor Romero seconded the motion. Mayor Gurule-Giroń asked for roll call. Roll Call Vote was taken and reflected the following:

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

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

MAYOR'S APPOINTMENTS/REPORTS

Mayor Gurule-Giroń advised there were no appointments or reports at this time.

MAYOR'S RECOGNITIONS/PROCLAMATIONS

Mayor Gurule-Giroń advised there were no recognitions or proclamations at this time.

PUBLIC INPUT

George Martinez spoke briefly on the subject of fee amounts for daily and monthly passes and asked for open dialogue regarding the status of the Recreation Department Rehabilitation project.

Mayor Gurule-Giroń advised that City Manager Trujillo and his staff had been keeping the public informed with announcements on Fridays and have been putting out notices at the Recreation Center although stated that City Manager Trujillo would present more details on the matter.

City Manager Trujillo informed that they were no longer going to set a closing date until the matter of a contractor was established or how the Governing Body would direct to move forward. City Manager Trujillo added that the monthly passes would continue and that they would keep everyone informed with continuing to provide updates on the radio on Friday mornings and announce PSA's on both radio stations.

Perry Montoya expressed his thoughts regarding the lack of communication between the City and the constituents of the community when it came to the subject of the status of the Recreation Department Rehabilitation.

Mayor Gurule-Giroń thanked Mr. Montoya and the constituents for their commitment and dedication to the Recreation Department and advised that there were other circumstances that had arisen concerning negotiations and advised that City Manager Trujillo would address the issues in more detail.

City Manager Trujillo informed that they were working closely with Recreation Department Director Pamela Marrujo and added that tonight's meeting was another step to define on what direction to take. City Manager Trujillo advised that the project would be delayed due to costs of contractors estimates being higher than the architects and advised that there would be a struggle with funding the project although are working diligently to resolve the issues at hand. City Manager Trujillo added that they have been working with Highlands University regarding workout facilities to accommodate the public.

Discussion continued regarding the current status of the Abe Montoya Recreation Department.

Vanessa Sidransky stated that she agreed that members who utilized the Recreation Center valued and appreciated the service it provided and asked that accurate information be shared after proper and sufficient planning would take place with the goal of safety and to meet the needs of those who utilized it.

Brian Marquez advised he was speaking on behalf of other skate board advocates and expressed concerns regarding the closure of the skate park at the Recreation Center and asked for City involvement in the aid of applying for a grant through the Tony Hawk Foundation to acquire funding for a new skate park.

Lalo Sanchez addressed issues regarding discrepancies on sewer charges and asked the Governing Body to consider changing the City ordinance concerning the charges. Mr. Sanchez also stated he would like to see more community improvements on the west side of town and mentioned there was a safety concern pertaining to a drain guard located in front of the old Ludi's grocery store that needed to be repaired.

Bob Wessely spoke briefly regarding the "Agreement for the Purchase of Sale of a Storage Easement and Bulk Water in Storrie Reservoir" and also the halt of New Mexico Finance Authority fund loan process. Mr. Wessely stated that he hoped the Governing Body was pursuing their obligation in good faith as a part of the terms of the agreement in order to move forward for the City's water storage.

CITY MANAGER'S REPORT

City Manager Trujillo advised that there were no reports at this time.

PRESENTATIONS

- Utilities employee Lorraine Garcia and Utilities Department Intern Diego Trujillo presented a promotional video regarding the redevelopment of the Gallinas River Walk Park.

- Engineers, Jennifer Hill and Kelly Baker with Daniel B. Stephens & Associates gave a detailed presentation regarding Source Water Protection Plan (SWPP) for the City of Las Vegas.

Councilor Casey advised that she was thankful and pleased with the information provided and added that she was very concerned about the many properties outside the city limits that utilize septic tanks and the worry of the water eventually being contaminated. Councilor Casey asked City Manager Trujillo to take into consideration to incorporate the extraterritorial zoning areas into the city in order to provide proper sewage and water to property owners and at the same time the City would benefit from property taxes.

Councilor Howell asked if the Source Water Protection Plan was an advisory plan or if it was a plan that was asking the City to take action.

Ms. Kelly Baker informed that the plan was a voluntary program funded by the State with recommendations to be used as a tool for awareness, and added that there was no required action and advised that the City could implement the prepared plan however they wish.

Councilor Howell asked who was responsible for the Storrie Lake gate.

City Manager Trujillo informed that Storrie Lake was responsible for the maintenance of the gate.

Discussion took place regarding statements that would be corrected in the draft form of the Source Water Protection Plan.

FINANCE REPORT

Finance Director Ann Marie Gallegos presented the Finance Report ending June 30, 2016. General Fund revenues came in at one hundred percent and expenditures were eighty five percent.

Mayor Gurule-Gironń had a concern regarding the eighty nine percent under the Gross Receipt Tax .75 on the General Fund revenue.

Finance Director Gallegos clarified that more research would be done on the GRT collections (Gross Receipt Tax .75-89%) and advised that the hold harmless was probably part of the issue, and stated that the information would be brought back

to Council for review. Finance Director Gallegos added that the expenditures included infrastructure and additional payroll and would also bring totals for payroll as well.

Finance Director Gallegos reported that Recreation Department revenue was at ninety eight percent and expenditures came in at ninety five percent.

Councilor Howell expressed his thoughts on the concerns from Wellness Center members regarding the condition of the equipment and stated that several members had made suggestions of leasing equipment in order to utilize updated equipment.

Finance Director Gallegos advised that the Enterprise Funds were at ninety seven percent and expenditures came in at eighty eight percent.

CONSENT AGENDA

1. Approval of Grant application through the department of Justice for the Las Vegas Police Department.

2. Approval to award request for bid #2017-01 for employee uniform-boot/work shoe to Popular Dry Goods.

3. Approval to award request for bid #2017-02 for employee uniform-trouser/coverall to Popular Dry Goods.

4. Approval to award request for bid #2017-03 for employee uniform-shirt-jacket to Popular Dry Goods.

5. Approval to award request for proposals #2016-27 for natural gas proving service to sole proposer Koons Gas Management.

Councilor Casey made a motion to approve Consent Agenda as read into the record. Councilor Romero seconded the motion. Mayor Gurule-Giroń asked for roll call. Roll Call Vote was taken and reflected the following:

Vincent Howell	Yes	David A. Ulibarri, Jr.	Yes

Barbara A. Casey	Yes	David L. Romero	Yes

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

EXECUTIVE SESSION

Councilor Casey made a motion to go into Executive Session to discuss contracts in excess of $2,500.00, pursuant to the Open Meetings Act Section H-6 under State Statute 10-15. Councilor Romero seconded the motion. Mayor Gurule-Giroń asked for roll call. Roll Call Vote was taken and reflected the following:

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

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

Councilor Casey made a motion to exit Executive Session and to reconvene into Regular Session pursuant to Section 10-15 H-6 (Contracts) and added that only contracts were discussed, no other action was taken and no decisions were made. Councilor Romero seconded the motion. Mayor Gurule-Giroń asked for roll call. Roll Call Vote was taken and reflected the following:

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

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

BUSINESS ITEMS

1. Approval/Disapproval to proceed with negotiations with Cross Connection Inc. to complete the Abe Montoya Recreation Center Project.

Recreation Director advised that the City of Las Vegas put out a Request for Qualifications (RFQ) for the Recreation Center Project and received interest from one company. An evaluation committee was developed and reviewed the RFQ. The committee's recommendation is to enter into final negotiations with Cross Connection Inc.

Councilor Casey made a motion to approve to proceed with negotiations with Cross Connection Inc. to complete the Abe Montoya Recreation Center Project. Councilor Romero seconded the motion. Mayor Gurule-Giroń asked for roll call. Roll Call Vote was taken and reflected the following:

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

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

COUNCILORS' REPORTS

Councilor Howell reported that he was shocked and upset when he read the newspaper and found out about the Chamber of Commerce being moved from the train depot and added that he was never personally informed and thought that the suggestion of relocating them to Rodriguez Park was unfounded. Councilor Howell stated that the Chamber of Commerce is a very prominent entity within the community and asked if he could have an update on the issue.

Mayor Gurule-Giroń stated that she had the same concerns regarding the location of Rodriguez Park and advised that City Manager Trujillo had met with Travis Regensburg to discuss the re-location of the Chamber of Commerce. Mayor Gurule-Giroń explained that several locations were considered but advised that after speaking with Mack Crow about allowing the use of his property on Grand Avenue, there were hopes of housing the Chamber of Commerce there, where she thought the location would be ideal.

Discussion took place regarding the process of the re- location of the Chamber of Commerce.

Councilor Howell asked for clarification of the reason for moving the Chamber of Commerce from the train depot.

City Manager Trujillo advised that moving the Chamber of Commerce to Rodriguez Park was only a suggestion and informed that a letter was sent informing them to start looking for another location. City Manager Trujillo added

that his reasoning for moving the Chamber of Commerce was to accommodate additional Transportation staff, who were working in limited space.

Councilor Ulibarri, Jr. expressed that he was pleased with the suggestion of utilizing the location on Grand Avenue for the Chamber of Commerce.

Councilor Casey advised that she was extremely upset and did not appreciate the fact that she was not informed about what was going on with the Chamber of Commerce. Councilor Casey stated that she believed it was the City's responsibility to inform all Councilors as elected officials, to what was going on with issues that involve an entity that affects the entire community, the City Council and the community's economic development. Councilor Casey stated that she hoped this would never happen again and that there would be better communication in the future.

Mayor Gurule-Giroń stated that she agreed with the Council regarding the move of the Chamber of Commerce and also felt there had been a lack of communication between City Manager Trujillo and Council. Mayor Gurule-Giroń suggested to City Manager Trujillo that in the future if action would take place, which might adversely impact the community, that he would fully inform Council and added that transparency is very important. Mayor Gurule-Giroń advised that she felt that Rodriguez Park was not the right location for the Chamber of Commerce and apologized to Council for them not being fully informed.

Councilor Howell asked why the Visitors Center was closed on the weekends.

City Manager Trujillo explained that the number of people who stop at the Visitor Center was not justifying an eight hour operation on the weekend and informed that the City owned a building on Bridge Street and advised there were thoughts of moving the Visitor Center there, where tourists had more access.

Mayor Gurule-Giroń suggested to City Manager Trujillo that in the future, he would inform Mayor and Council through open meetings or Executive Session in order to seek support from the Governing Body on actions that affect the community.

City Manager Trujillo apologized for the lack of communication and informed that a lot of dialogue was left out in the newspaper regarding actions of moving forward to accommodate the Chamber of Commerce. City Manager Trujillo stated that he would notify of all actions in the future.

Councilor Casey stated to City Manager Trujillo that communication could be as easy as sending an e-mail with the information and added that it is important to have as much information as they can, in order to give constituents a legitimate, thoughtful answer when they have questions.

Councilor Howell requested from City Manager Trujillo, an update on the Storrie Project at the next work session.

Mayor Gurule-Giroń advised that they would take Councilor Howell's request into consideration.

ADJOURN

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

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

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

_____

Mayor Tonita Gurule-Giroń

ATTEST:

_____

Casandra Fresquez, City Clerk

MINUTES OF THE CITY OF LAS VEGAS CITY COUNCIL SPECIAL MEETING HELD ON MONDAY, JULY 25, 2016 AT 10:00 A.M. IN THE CITY COUNCIL CHAMBERS

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

CALL TO ORDER

Mayor Gurule-Giroń called the meeting at 10:00 a.m.

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Councilor Howell prayed for guidance, for the understanding of the budgets, to be successful in what Council would be voting on and asked our Lord to help the people who have been affected by terrorism, to be close to those families and to guide the nation to the best of our abilities.

Mayor Gurule-Giroń stated for the record, that she was informed by Councilman Romero, that he would not be attending the meeting due to being out of town.

APPROVAL OF AGENDA

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

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

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

PUBLIC INPUT

Bob Wessely spoke briefly on several reasons why he thought that this administration was less transparent than the previous administration. Mr. Wessely added that transparency was an ongoing proactive process of informing Council and the general public of significant City activities and decisions. Mr. Wessely made the suggestion to the Governing Body to issue an open directive to the City Manager and staff, explaining what behaviors constitute transparency.

Mayor Gurule-Giroń addressed Mr. Wessely and stated that normally responses were not made regarding Public Input although due to the allegations of no transparency she stated that she disagreed with him. Mayor Gurule-Giroń added that in being a Councilor for the last six years with the previous administration, found less transparency, less open government and lack of communication with Council and felt it was disrespectful of him to accuse this administration of hiding information although thanked Mr. Wessely for his input.

BUSINESS ITEMS

1. Approval/Disapproval of Resolution #16-24 to adopt the final Budget Adjustment Request for submission to DFA Local Government Division.

Finance Director Ann Marie Gallegos advised that the City of Las Vegas is in need of increasing or decreasing the FY 2016 budgeted revenues and/or expenditures, transfers in or out within various funds.

Finance Director Gallegos publicly apologized to Councilor Ulibarri, Jr. for an error inadvertently made on her part regarding staff updates on the budget and advised that she would have it corrected prior to submission, with permission from Mayor and Council.

Finance Director Gallegos advised that this would be the last B.A.R. submitted to DFA to close out the FY 2016 and added that she was requesting increase of revenues of $14,940.00, in/out transfers from General Fund to Region IV, and advised that she was requesting $92,301.00 for expenditures that included the reader board principle, paid with Lodger's Tax.

Councilor Casey asked for clarification of the balance owed on the reader board and what fund it would come out of.

Finance Director Gallegos explained that the amount was around $11,000.00 and it would continue to come from Lodger's Tax fund.

Councilor Howell asked if the $11,000.00 owed on the reader board was an annual debt.

Finance Director Gallegos informed that the total amount was $112,045.00 and that it was an annual debt payment of approximately $11,174.00. Finance Director Gallegos advised that $36,037.000 had been paid as of June 30th and the balance would be around $24,000.00 for another 3 years.

Mayor Gurule-Giroń wanted to update Council on being misinformed by the previous Community Development Director and the previous administration about the reader board costing only $25,000.00 and stated that they later came back with a new proposal of the debt of $112,000.00 and felt that they were not being as transparent as the current administration is.

Councilor Casey made a motion to approve Resolution #16-24 to adopt the final Budget Adjustment Request for submission to DFA Local Government Division. Councilor Ulibarri, Jr. seconded the motion.

Resolution #16-24 was presented as follows:

STATE OF NEW MEXICO

MUNICIPALITY OF CITY OF LAS VEGAS
RESOLUTION 16-24
FISCAL YEAR 2015-2016
BUDGET ADJUSTMENT REQUEST

WHEREAS, The Governing Body in and for the Municipality of Las Vegas, State of New Mexico has developed a final budget adjustment request for fiscal year 2015- 2016; and

WHEREAS, said budget adjustment request was developed on the basis of need and through cooperation with all user departments, elected officials and other department supervisors, please see attached schedule; and

WHEREAS, the City of Las Vegas is in need of making final adjustments in the 2015- 2016 fiscal year budget;

WHEREAS, it is the majority opinion of this governing body that the final budget adjustment request is approved and meets the requirements as currently determined for fiscal year 2015- 2016;

NOW, THEREFORE BE IT RESOLVED, that the Governing Body of the Municipality of the City of Las Vegas, State of New Mexico hereby approves the budget adjustment request herein above described and respectfully requests approval from the Local Governing Division of the Department of Finance and Administration.

RESOLVED: In session this 25th day of July 2016.

_____
Tonita Gurule-Giron, Mayor

ATTEST:

_____
Casandra Fresquez, City Clerk

REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY ONLY:

_____
H. Chico Gallegos, City Attorney

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

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

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

2. Approval/Disapproval of Resolution #16-25 to adopt the Final 2015-2016 DFA Financial Report for submission to DFA Local Government Division.

Finance Director Gallegos advised that the City of Las Vegas is required to approv and submit the Final 2015-2016 DFA Financial Report no later than July 31, 2016 and informed that all reconciliations had been completed and that expenditures, accruals and transfers were finalized.

Councilor Casey stated it was very beneficial to have reserves and cash balances instead of being in the negative.

Councilor Howell asked City Manager Trujillo if he felt that the budget that would be submitted, would meet the goals that have been set for this fiscal year and asked if salary increases had been stopped.

City Manager Trujillo advised that he thought the budget would meet the goals set and added that he has asked Directors to monitor their department budgets and to make sure expenditures were greatly needed, due to a tighter budget. City Manager Trujillo explained that several employees needed to be replaced and advised he was monitoring departments in order to make changes if needed to benefit the departments.

Councilor Howell had a concern pertaining to Public Works Department having enough funding to take care of issues in the community.

City Manager Trujillo advised that they were monitoring the budgets in the Public Works Department and that extra funding would be required for drainage projects that were needed although thought the department would maintain with what they had.

Discussion took place on several issues regarding budget cuts, Hold Harmless Tax and several ways of benefiting the Gross Receipts Tax.

Mayor Gurule-Giroń wanted to recognize City Manager Trujillo and Directors for recognizing certain critical positions at the City which were held by individuals

who did not meet the credentials and could have adversely impacted the health and safety of City employees and the community as well.

Councilor Casey made a motion to approve Resolution #16-25 to adopt the Final 2015-2016 DFA Financial Report for submission to DFA Local Government Division. Councilor Howell seconded the motion.

Resolution #16-25 was presented as follows:

STATE OF NEW MEXICO
MUNICIPALITY OF CITY OF LAS VEGAS
RESOLUTION #16-25

WHEREAS, The Governing Body in and for the Municipality of Las Vegas, State of New Mexico has developed a budget for fiscal year 2015-2016; and

WHEREAS, the final quarterly report has been reviewed and approved to ensure the accuracy of the beginning balances used on the FY 2016-2017 budget; 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 2015-2016.

NOW THEREFORE, BE IT HEREBY RESOLVED that the governing body of the City of Las Vegas, State of New Mexico hereby approves the final quarterly report for FY 2015-2016 hereinafter described as Attachment and respectfully requests approval from the Local Government Division of the Department of Finance and Administration.

Resolved: In the Special Council Meeting this 25th day of July, 2016.

_____
Tonita Gurule-Giron, Mayor

ATTEST:

_____
Casandra Fresquez, City Clerk

REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY ONLY:

_____
H. Chico Gallegos, City Attorney

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

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

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

3. Approval/Disapproval of Resolution #16-26 to adopt the Final FY 2016-2017 Budget for submission to DFA Local Government Division.

Finance Director Gallegos advised that the City of Las Vegas is required to develop, approve and adopt a Final Budget for submission to DFA Local Government by July 31, 2016.

Finance Director Gallegos gave a brief overview regarding the final budget explaining that staff changes had been updated and discussed ending cash balances which were set aside for loans. Finance Director Gallegos informed that there was a slight increase in Capital Projects Fund preparing for the Recreation Center Rehabilitation Project and added that General Funds carried over Capital Project funds from projects that were not completed last year but hopefully would be completed this year. Finance Director Gallegos advised that they had met DFA reserve requirements and was comfortable submitting the Final 2016-2017 budget.

Discussion took place regarding DFA allowing submitting the listing of cash balances on the budget.

Councilor Casey asked how the 12 million dollars for the Storrie Lake Storage would affect the City's bonding capacity.

Finance Director Gallegos advised that it would not affect the City's bonding capacity due to it being a loan and would be recognized as a bond payment through the water fund.

Councilor Casey had concerns about the City's department vacancies and asked how many would be filled and advised that she felt that positions at the Police Department, City Attorney Paralegal and Public Information Officer were critical and should be filled.

City Manager Trujillo informed that City Attorney's Paralegal was starting that day, also that the Public Information Officer's position closed that day; and Police Department had recently filled three positions with individuals from the Sherriff's Department. City Manager Trujillo advised that he had been working with Utilities Department, Public Works Department and Community Development on getting several positions filled there as well.

Councilor Casey had concerns regarding the City having to pay for the costs of the Pecos Senior Center and felt that the County should be paying for the center because it was not located in Las Vegas.

Mayor Gurule-Giroń advised that the Pecos Senior Center went through the process of operating independently in San Miguel County. Mayor Gurule-Giroń stated that it was authorized through the State Statute for the Pecos Senior Center to be picked up fiscally by the County or by the Municipality and advised that the County was not in support of doing that therefore the City of Las Vegas took over the project.

Mayor Gurule-Giroń asked what the City's bonding capacity level was in regards to the 12 million dollars for the Storrie Lake Storage Project.

Finance Director Gallegos informed that the City's total assessed value was at four (4%) percent and clarified that it would be a loan agreement through New Mexico Finance Authority and that the payment would be $800,000.00 a year.

Mayor Gurule-Giroń suggested to City Manager Trujillo to give Finance Director Gallegos directive to complete a breakdown of how the loan for the Storrie Lake Project would impact the City.

Finance Director Gallegos advised that she would complete a report of the information requested from Mayor Gurule-Giroń.

Mayor Gurule-Giroń asked for the amount of the 1/12th percent requirement.

Finance Director Gallegos advised that the 1/12th percent requirement was in the amount of $1,013, 069.00 in the General Fund with the cash balance of $16,168.00.

Councilor Casey stated that the Waste Water replacement fund had $199,928.00 for maintenance of the system and $100,000.00 for waste water expansion and asked if it would be enough funding to get the waste water system to where it would prevent sewage from spilling into the river.

City Manager Trujillo advised that the Utilities Department was working with the sludge operations and did not see that happening and added that during storm events there was infiltration but not to where there would be a concern.

Councilor Howell referred to the loan agreement for the Storrie Lake Project and asked if the bonding capacity was adequate.

City Manager Trujillo advised that before committing to a large loan amount of $800.000.00 a year, the City needed to look at the rate increase projections and informed that currently they were lower than anticipated and added that it was vital to have the revenue in order to cover the payment.

Councilor Casey made a motion to approve Resolution #16-26 to adopt the Final FY 2016-2017 Budget for submission to DFA Local Government Division. Councilor Howell seconded the motion.

Resolution #16-26 was presented as follows:

STATE OF NEW MEXICO
MUNICIPALITY OF CITY OF LAS VEGAS
RESOLUTION NO.__#16-26_____
2016--2017 FINAL BUDGET ADOPTION

WHEREAS, the Governing Body in and for the Municipality of the City of Las Vegas, State of New Mexico has developed a Final Budget for fiscal year 2016-2017 , and

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

WHEREAS, the official meeting for the review of said documents was duly advertised on July 20, 2016 in compliance with the State Open Meetings Act, and

WHEREAS, it is the majority opinion of this governing body that the Final Budget meets the requirements as currently determined for fiscal year 2016-2017.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the Governing Body of the Municipality of the City of Las Vegas, State of New Mexico hereby adopts the budget hereinabove described and respectfully requests approval from the Local Government Division of the Department of Finance and Administration.

RESOLVED: In session this 25th day of July, 2016.

MUNICIPAL GOVERNING BODY
LAS VEGAS, NEW MEXICO

_____
TONITA GURULE-GIRON, MAYOR

ATTEST:

_____
CASANDRA FRESQUEZ, CITY CLERK (SEAL)

APPROVED FOR LEGAL SUFFICIENCY:

_____
H. CHICO GALLEGOS, CITY ATTORNEY

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

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

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

Councilor Casey took the opportunity to thank Finance Director Gallegos for all the work put into the budget and also for her patience in answering all of her questions.

City Manager Trujillo also wanted to thank Finance Director Gallegos, her staff and the Human Resources Department for their great efforts in moving the budget forward considering the many employees moving or leaving during that time.

Councilor Howell informed that he had calculated the City's assessed value at approximately 194 million, which 4% of that amount is $7,760,000.00.

EXECUTIVE SESSION

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

ADJOURN

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

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

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

_____

Mayor Tonita Gurule-Giroń

ATTEST:

_____

Casandra Fresquez, City Clerk

MINUTES OF THE CITY OF LAS VEGAS CITY COUNCIL SPECIAL MEETING HELD ON TUESDAY, JULY 26, 2016 AT 11:00 A.M. IN THE CITY OF LAS VEGAS COUNCIL CHAMBERS

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

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Councilor Casey prayed for guidance in the work they do for the city and thanked God for the people who work with them in order to provide better services for the community.

APPROVAL OF AGENDA

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

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

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

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

PUBLIC INPUT

Bob Wessely wanted to apologize for his public comment the day prior during Public Input and stated that he did not intend any disrespect towards Mayor Gurule-Giroń or Council. Mr. Wessely stated that he was wrong to allege that the twelve concerns mentioned added up to a deliberate policy of non transparency.

Mr. Wessely also spoke on his concerns regarding negotiations for the Recreation Center and stated that cost issues may have been resolved for the proposed contract. Mr. Wessely advised that Council should eliminate negative messages to the community and consider drinking tap water and to do away with the extra cost of purchasing bottled water. Mr. Wessely complimented the tourist guide titled "Trail Guide" that was available for tourist information.

BUSINESS ITEMS

1. Approval/Disapproval to award Bid #2016-28 to Cross Connection Inc. to complete the Abe Montoya Recreation Center Renovation Project.

Recreation Department Director Pam Marrujo advised that the City of Las Vegas had negotiated with Cross Connection Inc. and was ready to award the bid and enter into contract with this company to complete the Abe Montoya Recreation Center Renovation Project and added that the letter of recommendation from WH Pacific to move forward with Cross Connection Inc. was provided.

Recreation Department Director Marrujo recognized Ross and Michael Sanchez representing Cross Connection Inc. and advised that at the last Council meeting held on July 20, 2016, she had requested permission to move forward with the

project with Cross Connection Inc. and did so on July 21, 2016, discussing ideas and concerns with WH Pacific architect and Cross Connection Inc.

Recreation Department Director Marrujo informed that as large costs savings, they negotiated to eliminate the slide and stairwell and come back to that at a later time and added that Cross Connection negotiated with their sub contractors, providing the Metal Roof Replacement at no additional cost.

Recreation Department Director Marrujo informed that there were additional deductions which included $27,000.00 for the girder and the deduction of $30,000.00 for the painting.

Recreation Department Director Marrujo advised that additional negotiations took place regarding the Boiler Replacement and brought the cost down from $167,000.00 to $100,000.00 and informed that Cross Connection Inc. was willing to do the entire project for the total amount of $4,230.038.00.

Recreation Department Director Marrujo gave a brief overview of the outline project analysis which included:

• *Base Bid*	*$4,237,0387*
• *Contingency*	*$50,000*
Total	*$4,287,038*
• *Alternate #1-Boiler Replacement*	*$167,908*
• *Alternate #2-Metal Roof Replacement*	*$283,562*
Total with Contingency and Alternates	*$4,738,508*

Base Bid	*$4,287,038*	
Slide	*-$100,000*	
Girder	*-$27,000*	
Painting	*-$30,000*	
Alternate #1	*+$100,000 (this is a discounted price compare to above)*	
Total	***$4,230,038***	*This includes Alternate #2 at NO ADDITIONAL COST*

Recreation Department Director Marrujo discussed several positive aspects in rewarding the project to Cross Connection Inc. which included:

- Purchase materials locally, as long as prices are competitive
- Hire local laborers
- Local Electrician hired (Electric Horseman Inc.)
- Spend money locally (Hotels, Stores and Restaurants)
- Renting storage locally, renting trash containers from Solid Waste Dept.
- Purchasing concrete locally

Recreation Department Director Marrujo advised that the roof would have a 20 year warranty and stated that the company agreed to put a maintenance program in place and added that Cross Connection Inc. was well qualified for the project due to working on various projects at Los Alamos National Labs regarding temperature control and de-humidification systems.

Recreation Department Director Marrujo informed that she and City Manager Trujillo had met with Max Baca from New Mexico Highlands University to discuss options of temporarily using the Archuleta Fitness Center and have agreed to let the City utilize the facility while the recreation center was closed. Ms. Marrujo advised that they had also agreed to the use of the racquetball courts at Wilson Complex and to move the spin bikes there as well. Ms. Marrujo informed that they have listened to the concerns of the Recreation Department and wanted to address them and provide a facility to members while the center was closed.

Councilor Romero asked for a list of materials that would be used on the Recreation Department Rehabilitation Project.

Mr. Sanchez with Cross Connection Inc. advised that a list of all materials that would be used on the Recreation Center project could be found in the specifications manual. Mr. Sanchez informed that the roofing sub-contractor suggested cutting corners which would have compromised the project therefore was replaced with an alternate to allow replacing the roof with no additional cost. Mr. Sanchez advised that Cross Connection Inc. would not have accepted the project with the cuts and cutting corners, as it would not result in a quality project for the City.

Recreation Department Director Marrujo advised that she would provide specification books for Mayor and Council.

Councilor Casey asked if the lap lanes would remain and asked how long it would take to complete the project.

Recreation Department Director Marrujo and Mr. Sanchez informed that the pool would stay as is and that the project could take up to nine months but stated that they would do their best to speed up the process if possible. Mr. Sanchez advised there was a proposal in the works regarding members safely utilizing the weight room.

Councilor Casey thanked Mr. Sanchez for working with Ms. Marrujo and the City to being open to re-negotiating the price in order to help the City since the Recreation Center was a very important part of the community.

Mr. Sanchez informed that they understood, coming from a small community also and added that they knew the importance of family; he stated that they take a lot of pride in their work and are looking forward to continue working in this municipality and with the colleges as well.

Councilor Howell thanked Mr. Sanchez for their assistance in re-negotiating to help the City's budget and asked for the original budget total.

Finance Director Gallegos advised that the original budget total was 4.1 million which consisted of Legislative Appropriation, funds that were set aside (about 1 million dollars) and a 2.5 million dollar NMFA loan although informed that other funds were being assessed in order to meet costs.

Discussion took place on Cross Connection Inc. hiring local laborers and spending money locally.

Councilor Ulibarri, Jr. had questions concerning scrap metal and asked if it would be taken by the contractor or if it would be accessible to the City.

Mr. Sanchez advised that if the company had to haul it out, they would take it and recycle though he informed if the City wanted to reclaim the material, they needed to supply a list of what was wanted.

Councilor Ulibarri, Jr. added that the community had been waiting for a few years for the project to take place and was pleased that Cross Connection Inc. took on the Recreation Center project.

Councilor Howell asked when the Recreation Department project would start.

Recreation Department Director Marrujo explained that a definite date would not be available until sometime after Cross Connection Inc. would receive the notice to proceed.

Councilor Howell had a question regarding the issue of change orders occurring at the time of the project.

Recreation Department Director Marrujo informed that Cross Connection Inc. did not like to apply change orders, liked to keep costs to the project amount and advised that part of the agreement stated that they agreed to cover all minor unknown conditions that may be encountered, without added costs.

Mr. Sanchez advised that contingency was included in the agreement and added that they would likely run into many unknown conditions although stated that they would take them on with minimal change orders.

Discussion took place regarding the hiring of General Laborers to work on the Recreation Department Rehabilitation Project.

Mayor Gurule-Giroń gave City Manager Trujillo a directive to follow-up with the New Mexico Workforce Connection to research the Labor force in that area.

Councilor Casey made a motion to approve to award Bid #2016-28 to Cross Connection Inc. to complete the Abe Montoya Recreation Center Renovation Project. Councilor Romero seconded the motion. Mayor Gurule-Giroń asked for roll call. Roll Call Vote was taken and reflected the following:

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

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

Mayor Gurule-Giroń thanked Recreation Department Director Marrujo, Finance Director Gallegos and City Manager Trujillo for working diligently on moving the rehabilitation project forward. Mayor Gurule-Giroń added there had been a lot of negative feedback although had faith in the team, and in all the contractors as well.

EXECUTIVE SESSION

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

ADJOURN

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

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

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

_____

Mayor Tonita Gurule-Giroń

ATTEST:

_____

Casandra Fresquez, City Clerk

CITY COUNCIL MEETING AGENDA REQUEST

DATE: August 03, 2016 DEPT: FIRE MEETING DATE: August 17, 2016

ITEM/TOPIC:.
Presentation recognizing Retired Commander; Joseph Harris; to Mayor and Council

ACTION REQUESTED OF COUNCIL:
Presentation Only

BACKGROUND/RATIONALE:
Commander Joseph Harris recently retired from the City of Las Vegas Fire Department after 19 years and 3 months of dedicated and honorable service.

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:

TONITA GURULE-GIRON
MAYOR

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

RICHARD TRUJILLO
CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

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

GENERAL FUND REVENUE COMPARISON
THRU JULY 31, 2016 8% OF YEAR LAPSED (1 of 12 months)
FISCAL YEAR 2017

Total Budget to Actual Comparison

	A FY 2016 BUDGET	B FY 2017 BUDGET	C FY 2017 YTD - BUDGET	D FY 2016 YTD - ACTUAL	E FY 2017 YTD - ACTUAL	G (E/B) FY 2017 % REV
PROPERTY TAX	1,350,000	1,373,000	114,417	1,415,383	17,862	1%
GROSS RECEIPT TAX 1.225	3,550,000	3,550,000	295,833	3,553,542	279,534	8%
FRANCHISE TAX	800,000	800,000	66,667	807,805	63,311	8%
GROSS RECEIPT TAX .75	2,585,000	2,350,000	195,833	2,299,216	183,772	8%
1/8 INFRASTRUCTURE	350,000	351,000	29,250	361,198	29,340	8%
GRT .25 (JAN 2011)	680,000	697,000	58,083	685,582	85,042	12%
GRT -HOLD HARMLESS (JULY 2015	(85,000)	(85,000)	-7,083	(85,000)	(7,083)	8%
LICENSE & FEES	71,600	74,000	6,167	80,730	2,781	4%
INTERGOVERNMENTAL	66,000	71,500	5,958	76,494	6,485	9%
LOCAL-FINES	62,100	62,000	5,167	62,143	7,441	12%
LOCAL-MISC	1,657,230	1,699,730	141,644	1,860,468	139,754	8%
TOTAL	11,086,930	10,943,230	911,936	11,117,561	808,239	7%

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

GENERAL FUND EXPENDITURE COMPARISON
THRU JULY 31, 2016 8% OF YEAR LAPSED (1 of 12 months)
FISCAL YEAR 2017

Total Budget to Actual Comparison

	A FY 2016 BUDGET	B FY 2017 BUDGET	C FY 2017 YTD - BUDGET	D FY 2016 YTD - ACTUAL	E FY 2017 YTD - ACTUAL	F FY 2017 AVAIL. BAL.	H (E/B) % BDGT
JUDICIAL	282,087	306,205	25,517	282,056	34,962	271,243	11%
EXECUTIVE	480,602	473,253	39,438	411,568	35,754	437,499	8%
ADMINISTRATION	247,913	237,645	19,804	246,214	23,519	214,126	10%
CITY ATTORNEY	213,770	231,159	19,263	206,840	13,970	217,189	6%
PERSONNEL/HR	274,354	302,945	25,245	274,322	31,085	271,860	10%
FINANCE	569,608	635,992	52,999	543,228	54,287	581,705	9%
COMMUNITY DEV.	567,364	584,148	48,679	427,253	43,350	540,798	7%
POLICE	3,928,874	3,955,291	329,608	3,358,911	403,612	3,551,679	10%
CODE ENFORCEMENT	168,661	152,437	12,703	130,374	9,746	142,691	6%
ANIMAL SHELTER	133,690	135,490	11,291	134,256	871	134,619	1%
FIRE	1,276,366	1,293,012	107,751	1,171,724	121,815	1,171,197	9%
PUBLIC WORKS/AIRPORT	492,606	451,854	37,655	424,991	38,906	412,948	9%
PARKS	305,020	327,301	27,275	197,579	24,742	302,559	8%
AIRPORT	0	0	0	0	0	0	0%
LIBRARY	201,256	216,546	18,046	185,087	19,612	196,934	9%
MUSEUM	192,888	162,796	13,566	125,378	13,448	149,348	8%
GENERAL SERVICES	2,649,000	1,909,000	159,083	1,939,451	83,225	1,825,775	4%
SALARY CONTINGENCY	50,000	0	0	38,853	0	0	0%
TRANSFERS	505,058	475,000	39,583	505,058	39,568	435,432	8%
TOTAL	12,539,117	11,850,074	987,506	10,603,143	992,472	10,857,602	8%

RECREATION DEPARTMENT-REVENUE COMPARISON
THRU JULY 31, 2016 -8% OF YEAR LAPSED 1 OF 12 MONTHS
FISCAL YEAR 2017

	A	B	C	D	E	G (E/B)
	FY 2016 BUDGET	FY 2017 BUDGET	FY 2017 YTD - BUDGET	FY 2016 YTD - ACTUAL	FY 2017 YTD - ACTUAL	% REV
WELLNESS CENTER	100,000	100,000	100,000	114,446	4,119	4%
OPEN SWIM	0	0	0			0%
YAFL	6,000	3,000	3,000	2,030	0	0%
YABL	20,000	20,000	20,000	19,011	0	0%
SUMMER FUN PROGRAM	20,000	20,000	20,000	15,797	1,241	6%
RECREATION-OTHER	49,000	29,800	29,800	32,116	498	2%
GEN FUND TRANSFER	400,000	400,000	400,000	400,000	33,320	8%
TOTAL	595,000	572,800	572,800	583,400	39,178	7%

RECREATION DEPARTMENT- EXPENDITURE COMPARISON
THRU JULY 31, 2016 -8% OF YEAR LAPSED 1 OF 12 MONTHS
FISCAL YEAR 2017

	A	B	C	D	E	F	H (E/B)
	FY 2016 BUDGET	FY 2017 BUDGET	FY 2017 YTD - BUDGET	FY 2016 ACTUAL	FY 2017 YTD - ACTUAL	FY 2017 AVAIL. BAL.	% BDGT
EMPLOYEE EXP.	552,495	552,495	565,882	523,505	57,387	495,108	10%
YAFL	3,500	3,500	2,000	2,964	0	3,500	0%
YABL	6,630	6,630	2,000	5,883	0	6,630	0%
OTHER OPERATING EXP.	66,610	66,610	97,362	66,610	4,283	62,327	6%
CAPITAL OUTLAY	4,000	4,000		3,779	0	4,000	0%
TOTAL	633,235	633,235	667,244	602,741	61,670	571,565	10%

ENTERPRISE FUNDS-REVENUE COMPARISON
THRU JULY 31, 2016 -8% YEAR LAPSED (1 of 12 months)
FISCAL YEAR 2017

Total Budget to Actual Comparison

	A	B	C	D	E	G
	FY 2016 BUDGET	FY 2017 BUDGET	FY 2017 YTD - BUDGET	FY 2016 YTD - ACTUAL	FY 2017 YTD - ACTUAL	(E/B) % BUDGET
WASTE WATER (610)	2,826,738	2,859,638	238,303	2,783,241	298,129	10%
NATURAL GAS (620)	5,673,019	5,237,000	436,417	5,211,845	243,252	5%
SOLID WASTE (630)	3,547,294	3,404,700	283,725	3,518,794	333,153	10%
WATER (640)	4,742,650	4,743,050	395,254	4,825,859	515,226	11%
Total of Enterprise Funds	16,789,701	16,244,388	1,353,699	16,339,739	1,389,760	9%

ENTERPRISE FUNDS-EXPENDITURES COMPARISON
THRU JULY 31, 2016 -8% YEAR LAPSED (1 of 12 months)
FISCAL YEAR 2017

Total Budget to Actual Comparison

	A	B	C	D	E	F	H
	FY 2016 BUDGET	FY 2017 BUDGET	FY 2017 YTD - BUDGET	FY 2016 ACTUAL	FY 2017 YTD - ACTUAL	FY 2017 AVAIL. BAL.	(E/B) % BUDGET
WASTE WATER(610)	2,663,075	2,663,075	221,923	2,382,172	159,362	2,503,713	6%
NATURAL GAS (620)	6,178,945	6,178,945	514,912	4,974,033	179,133	5,999,812	3%
SOLID WASTE (630)	3,330,517	3,330,517	277,543	2,791,805	223,819	3,106,698	7%
WATER (640)	6,800,813	6,800,813	566,734	6,493,367	350,126	6,450,687	5%
Total of Enterprise Funds	18,973,350	18,973,350	1,581,113	16,641,377	912,440	18,060,910	5%

CITY COUNCIL MEETING AGENDA REQUEST

DATE: August 5, 2016 **DEPT: Police** **MEETING DATE: August 17, 2016**

ITEM/TOPIC:. Out of State Travel

ACTION REQUESTED OF COUNCIL: *Out of State Travel to Broomfield, Colorado on October 26-29, 2016.*

BACKGROUND/RATIONALE: (Provided with Work Session Packet)

STAFF RECOMMENDATION: Approval

COMMITTEE RECOMMENDATION: no committee recommendation

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

Juan F. Montaño
Chief of Police

REVIEWED AND APPROVED BY:

TONITA GURULE-GIRON
MAYOR

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

RICHARD TRUJILLO
CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

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

Revised 4/20/16

City of Las Vegas
318 Moreno Street • Las Vegas New Mexico 87701 • Ph# (505) 425-7504 • Fax # (505) 425-6346

Chief Juan Montaño

MEMORANDUM

TO: **Richard Trujillo**
City Manager

FROM: **Juan F. Montano**
Chief of Police

DATE: **July 27, 2016**

RE: **Out of State Travel-Broomfield, Colorado**
Less than Lethal Training
October 26-29, 2016
1 LVPD Personnel

Estimated Travel Cost

Per Diem for 1 LVPD Personnel @ $587.00 per individual	$587.00
Registration for 1 LVPD Personnel @ $695.00 per individual	$ 695.00
TOTAL COST	$ 1,282.00

All Expenses will be paid by Law Protection Fund 215-0000-710-7202 & 215-0000-710-7203.

XC: FILE

City of Las Vegas
318 Moreno Street • Las Vegas New Mexico 87701 • Ph# (505) 425-7504 • Fax # (505) 425-6346

Chief Juan F. Montaño

MEMORANDUM

JUN 27 2016 REC'D

JUL - 7 REC'D

TO: Juan F. Montaño, Chief of Police

FROM: Eric N. Padilla
Commander

THRU: Kenneth Jenkins
Deputy Chief

THRU: Christopher Lopez
Training/Recruiting Commander

DATE: June 27, 2016

RE: Request for Out of State Training (Less than lethal Training)

This memo is a request to send Sgt. Jason Gage to a less than lethal instructor course held in Broomfield Colorado October 10-14, 2016. I had requested and was approved to send Sgt. Gage to Englewood Colorado on July 26-29, 2016. The training did not receive enough trainees and the class was cancelled. The cost of the course is $695.00 for registration, and Sgt. Gage will need perdiem for five days as he will need to travel a day before the course starts. Attached is the last request and approval to send Sgt. Gage to this training in July 2016. Should you have any questions, please do not hesitate to contact me. Thank you for your consideration in this matter.

Review by:

Marla Martinez, Finance Specialist — Date 07/26/2016

Beatrice Salazar, Grants Administrator — Date 07/26/16 out of 215 fund

Approved/Disapproved

Juan F. Montaño
Chief of Police — Date 6-28-16

Over the past decade, training has become a major priority for law enforcement and corrections officers. At the CTS Training Institute (CTSTI), we take training seriously advocating preparedness before the worst case scenario unfolds. CTSTI is "A Force for Order" combining product tools with knowledge and techniques. Our courses prepare the individual officer for the situation while addressing policy and procedure for the agency managing the risks.

CTSTI offers a variety of training programs. Each program has relevance to CTS products. For example, the less lethal instructor training course, consisting of a 4-day program to certify officers as less-lethal instructors, incorporates less lethal products with classroom instruction and practical application. At the completion of the course, officers have the knowledge of the product and the appropriate techniques to return to their respective agencies and certify others in the safe and effective use of each less-lethal option. In addition to less lethal classes from CTSTI, Penn Arms, the premier manufacture of less lethal launchers, offers armorer schools for a variety of 37MM and 40MM platforms.

If you are interested in hosting a class, please fill out **this host agency reqeuest form** and submit to CTS Training Institute: PO Box 506, Jamestown PA, 16134.

To register for an upcoming class, please fill out **this registration form** and submit to CTS Training Institute: PO Box 506, Jamestown PA, 16134.

2016 Training Schedule

July 19-22, 2016	Eagan, MN.	4 Day ICP
July 26-28, 2016	Salt Lake City, UT.	3 Day ICP
July 26-29, 2016	Englewood, CO	4 Day ICP
August 1-4, 2016	Mansfield, OH	4 DAY ICP
August 9-12, 2016	Parchman,MS.	4 Day ICP
August 23-24, 2016	Oxford, MS	2 Day Ballistic Breaching Instructor Course
August 30-September 2, 2016	Glastonbury, CT.	4 Day ICP
September 13-16, 2016	Cotton Port, LA	4 DAY ICP
September 13-16, 2016	Coldwater, MI.	4 Day ICP
September 19-22, 2016	Eureka, MO	4 DAY ICP
September 27-30, 2016	Oxford, MS	4 DAY ICP
October 3-6, 2016	Tuscaloosa, AL	4 DAY ICP
October 4-5, 2016	Beloit, WI.	Penn Arms/2 Day Armorer's Course
October 10-14, 2016	Broomfield, CO.	4 Day ICP
October 11-14, 2016	Nanticoke, PA.	4 Day ICP
October 11-14, 2016	Havana, IL.	4 Day ICP
October 14, 2016	Broomfield, CO.	1 Day Ballistic Breaching Course
October 17-20, 2016	Williamsburg, VA	4 Day ICP
October 18-21, 2016	Montgomery, AL.	4 Day ICP
October 25-26, 2016	Burlington, NC	SWAT/Tactical Grenadier
October 27-28, 2016	Burlington, NC	Ballistic Breaching Instructor Course
November 1-2, 2016	Carmel, IN.	Field Force Grenadier Course

CITY COUNCIL MEETING AGENDA REQUEST

DATE: May 10, 2016 **DEPT: Police** **MEETING DATE: May 23, 2016**

ITEM/TOPIC:. Out of State Travel

ACTION REQUESTED OF COUNCIL: *Out of State Travel to Englewood, Colorado on July 25-29, 2016.*

BACKGROUND/RATIONALE: (Provided with Work Session Packet)

STAFF RECOMMENDATION: Approval

COMMITTEE RECOMMENDATION: no committee recommendation

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

Juan F. Montaño
Chief of Police

REVIEWED AND APPROVED BY:

TONITA GURULE-GIRON
MAYOR

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

RICHARD TRUJILLO
CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

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

Approved on 5-23-16

Revised 4/20/16

Copy to Raelene/P.D

Eric Padilla

From: Frank Shinnick [frank@rmdsales.com]
Sent: Friday, May 06, 2016 12:25 PM
To: epadilla; Marla Martinez
Cc: Terry Riccardi; Robin Urbansky
Subject: Fwd: City of Las Vegas Police Dept, Tax Exemtion form

Hi Commander Padilla

To finalize ATF approval we need to know that your assigned team members have been registered in a course since it is required for the munitions ordered to have current certification. Can you let me know who, when and where is registered for certification so we can ship when ATF approval is finalized? Thanks.

Frank Shinnick
CTS
720-838-7031

Begin forwarded message:

From: Frank Shinnick <frank@rmdsales.com>
Subject: Re: City of Las Vegas Police Dept, Tax Exemtion form
Date: April 7, 2016 at 11:23:06 AM MDT
To: Commander Eric Padilla <epadilla@ci.las-vegas.nm.us>
Cc: Marla Martinez <mmartinez@ci.las-vegas.nm.us>, terry <terry@rmdsales.com>

Hi Commander

Below I have attached the training schedule as it is today with CTS. If you are having multiple officers being certified we may be able to arrange training at your department and invite other departments to fill the minimum required attendance to have the training. CTS is less expensive for certification than our competition and the certification is for a longer period of time.

Also if you have any officer certified with another company's training like ALS or DefTec all these companies with CTS accept each others training certificate. Let me know if you would like to try arranging training in NM or if you have a cert from another company? Thank you.

Frank Shinnick
720-838-7031

Englewood. CA.
July 28.
Suburb of Denver.
$ 695
4 day training...

Training Schedule

March 8-11, 2016	Cornelia, GA	4 DAY ICP
March 14-17, 2016	Elmira, NY	4 DAY ICP
March 14, 2016	Elmira, NY	Handcuff & Restraints
March 15-17, 2016	Davie, FL	Field Force Grenadier/SWAT Grenadier (special prici
March 21-24, 2016	Lynchburg, TN	4 DAY ICP
March 21-23, 2016	Tuscaloosa, AL	Field Force Grenadier/SWAT Tactical Grenadier (spe
April 12-15, 2016	Toms River, NJ	4 DAY ICP
April 5-8, 2016	Anchorage, AK	4 DAY ICP
April 18-21, 2016	Lexington, SC	4 DAY ICP
May 9-10, 2016	Galt, CA	Penn Arms/2 Day Armorer's Course
Ma 9-11, 2016	Dallas, TX.	Chemical Munitions/Impact Munitions/Flashbang Mu
May 10-13, 2016	Germantown, WI.	4 Day ICP
May 11-12, 2016	Galt, CA.	Penn Arms/2 Day Armorer's Course
May 16-17, 2016	Germantown, WI	Penn Arms/2 Day Armorer's Course
May 24-25, 2016	Arlington, TX.	Penn Arms/ 2 Day Armorer's Course
May 25-27, 2016	Conway, AR	Field Force Grenadier/SWAT Grenadier (special prici
May 26-27, 2016	Arlington, TX.	SWAT/Tactical Grenadier
June 14-17, 2016	Weyers Cave, VA	4 DAY ICP
June 21-24, 2016	Salt Lake City, UT	4 DAY ICP
June 28-July 1, 2016	Allentown, PA	4 DAY ICP
June 28-July 1, 2016	Moncks Corner, SC	4 DAY ICP
July 12-15, 2016	Bethlehem. PA	4 Day ICP
July 12-13, 2016	Bethlehem, PA	Swat/Tactical Grenadier
July 14-15, 2016	Bethlehem, PA	2 Day Ballistic Breaching Instructor Course
July 14-15, 2016	Eagan, MN	2 Day Ballistic Breaching InstructorCourse
July 19-22, 2016	Eagan, MN.	4 Day ICP
July 26-29, 2016	Englewood, CO	4 Day ICP
August 1-4, 2016	Mansfield, OH	4 DAY ICP
August 23-24, 2016	Oxford, MS	2 Day Ballistic Breaching Instructor Course
August 30-September 2, 2016	Glastonbury, CT.	4 Day ICP
September 13-16, 2016	Cotton Port, LA	4 DAY ICP
September 19-22, 2016	Eureka, MO	4 DAY ICP
September 27-30, 2016	Oxford, MS	4 DAY ICP
October 3-6, 2016	Tuscaloosa, AL	4 DAY ICP
October 10-14, 2016	Broomfield, CO.	4 Day ICP
October 11-14	Nanticoke, PA.	4 Day ICP
October 14, 2016	Broomfield, CO.	1 Day Ballistic Breaching Course
October 18-21, 2016	Montgomery, AL.	4 Day ICP
October 25-26, 2016	Burlington, NC	SWAT/Tactical Grenadier
October 27-28, 2016	Burlington, NC	Ballistic Breaching Instructor Course
November 1-2, 2016	Carmel, IN.	Field Force Grenadier Course
November 7-10, 2016	Bristol,VA.	4 Day ICP
December 5-6, 2016	Galt, CA.	Penn Arms/2 Day Armorer's Course
December 7-8, 2016	Galt, CA.	Penn Arms/2 Day Armorer's Course
March 27-28, 2017	Galt, CA.	Penn Arms/2 Day Armorer's Course
March 29-30, 2017	Galt, CA	Penn Arms/2 Day Armore's Course

On Apr 7, 2016, at 11:11 AM, Commander Eric Padilla <epadilla@ci.las-vegas.nm.us> wrote:

The Las Vegas Police Dept. Will be sending Emergency Response Team members for munitions instructors courses here in the near future. The cert we sent was the last officer we have certified from CTS

Commander Eric Padilla
Las Vegas PD

Sent from my Verizon Wireless 4G LTE smartphone
-------- Original message --------
From: Frank Shinnick <frank@rmdsales.com>
Date: 4/7/2016 11:49 AM (GMT-06:00)
To: Marla Martinez <mmartinez@ci.las-vegas.nm.us>, epadilla <epadilla@ci.las-vegas.nm.us>
Cc: terry <terry@rmdsales.com>
Subject: Fwd: City of Las Vegas Police Dept, Tax Exemtion form

Hi Marla

The attached training certificate has expired. Do you have a current one? The order is in process but need this updated. Thank you.

Frank Shinnick
720-838-7031

Begin forwarded message:

From: "Marla Martinez" <mmartinez@ci.las-vegas.nm.us>
Subject: City of Las Vegas Police Dept, Tax Exemtion form
Date: April 1, 2016 at 2:41:23 PM MDT
To: <frank@rmdsales.com>
Cc: '"epadilla"' <epadilla@ci.las-vegas.nm.us>

Good afternoon,

Attached are document you have requested in order to place our order. If you have any questions, please feel free to contact me.

Marla Martinez
Financial Specialist
City of Las Vegas Police Dept.
Fax # 505-425-6346
Phone # 505-426-3148

-----Original Message-----
From: pdcopier@ci.las-vegas.nm.us [mailto:pdcopier@ci.las-vegas.nm.us]
Sent: Friday, April 01, 2016 2:18 PM
To: Marla Martinez
Subject: PD Copier Document

Attachment File Type: pdf, Multi-Page

Multifunction Printer Location: PD Admin Area
Device Name: PD Copier

PD copier

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 7/27/16 **DEPT: Library** **MEETING DATE: 8/17/16**

ITEM/TOPIC: Out of State Travel for professional development for Children's Librarian

ACTION REQUESTED OF COUNCIL: Approval/Disapproval for Out of State Travel for Children's Librarian.

BACKGROUND/RATIONALE: The City of Las Vegas Library has an opportunity to develop the children's librarian with two separate one day conferences in Lakewood, Colorado on September 8-9, 2016.

STAFF RECOMMENDATION: Approval of Out of State Travel

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.

Juanjo Rosita Ellis

SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

Tonita Gurule-Giron

TONITA GURULE-GIRON
MAYOR

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

RICHARD TRUJILLO
CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

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

CITY OF LAS VEGAS
OUT OF STATE TRAVEL AUTHORIZATION

No._____

1. NAME, HOME ADDRESS & ZIP CODE WORK PHONE NO. Zachary McNellis 936 ½ 12th St 87701 505 426 3305	2. DEPARTMENT NAME & NO. Carnegie Library	3. ✓ CONFERENCE ____ SCHOOL ____ OTHER_____	4. DESTINATION Lakewood, Colorado
5. DEPARTURE DATE & HOUR 9/7/16 1:00pm	6. RETURN DATE & HOUR 9/10/16 2:00pm	7. TOTAL DAYS/HOURS 3 days 1 hour	8. WHERE CAN YOU BE REACHED? 505 331 6202
9. NAME OF SCHOOL CONFERENCE OF OTHER SPELL/CLEL	10. MEETING DATES September 8-9, 2016	11. ARE OUTSIDE FUNDS BEING CONTRIBUTED TOWARD THE TRIP? ___ YES X NO PROVIDE DETAILS.	12. TYPE OF REQUEST ____ ACTUAL X PER DIEM

13. ____ CITY VEHICLE NO. _____ X PRIVATE VEHICLE _____ PUBLIC CONVEYANCE_____ (PLANE, TRAIN, ETC.)

14. PER DIEM 3/1 (DAYS/HOURS) x 115 (RATE/DAY) = 345 (TOTAL)

15. MILEAGE 670 (DISTANCE) x .50 (RATE / MILE) = 335 (TOTAL)

ESTIMATED COST OF TRIP		LINE ITEM	SPECIAL INSTRUCTIONS
TRAVEL	$ 335.00	1015200 750 7202	
REGISTRATION	$ 45.00	1015200 750 7203	
*HOTEL	$		
*PERDIEM	$ 345.00	1015200 750 7202	
*MEALS	$		
*OTHER	$		
TOTAL	$ 725.00		

TOTAL AUTHORIZED ADVANCE $_____

*ADVANCE SHALL NOT EXCEED 80% OF THESE COSTS

I AUTHORIZE THE CITY OF LAS VEGAS TO DEDUCT FROM MY BI-WEEKLY PAY CHECK THE AMOUNT OF ADVANCE INDICATED ABOVE + $15.00 PENALTY IS ALL TRAVEL DOCUMENTS ARE NOT PROPERLY FILED IN ACCOUNTS PAYABLE 5 WORKING DAYS AFTER THIS TRIP IN CONCLUDED.

I CERTIFY THAT THE ABOVE INFORMATION IS CORRECT TO THE BEST OF MY KNOWLEDGE.

Zachary K. McNelly 7/28/16 — EMPLOYEE SIGNATURE DATE — SOCIAL SECURITY NUMBER

APPROVED: _____ MAYOR & COUNCIL MEETING DATE

FOR ACCOUNTING ONLY

APPROVED: Lucy Rosita Ellis 7/28/16 AUTHORIZED SIGNATURE DATE

REVIEWED FOR COMPLETENESS:

APPROVED: _____ CITY MANAGER DATE _____ FINANCE DIRECTOR DATE

REASON FOR REQUEST OF ACTUAL EXPENSE REIMBURSEMENT:_____

CITY MANAGER APPROVAL REQUIRED FOR ADVANCE ON ACUTAL-----APPROVED ( ) NOT APPROVED ( )_____ CITY MANAGER SIGNATURE

DISTRIBUTION OF COPIES: FINANCE DEPARTMENT-WHITE; CITY MANAGER DEPARTMENT-GREEN: YELLOW VOUCHER SUBMITTED WITH REIMBURSEMENT VOUCHER; TRAVELER-PINK; DEPARTMENT-GOLDENROD.

ATTACH COPIES OF BROCHURES AND ANY OTHER INFORMATION REGARDING REASON FOR TRAVEL.

CITY COUNCIL MEETING AGENDA REQUEST

DATE: July 21, 2016 **DEPT: FIRE** **MEETING DATE: August 17, 2016**

ITEM/TOPIC:. Resolution #16-28 to Donate one (1) ISI Vision 3 Thermal Imaging Camera Serial #1228.

ACTION REQUESTED OF COUNCIL:

1. Approval/Disapproval of Resolution #16-28 to Donate one (1) ISI Vision 3 Thermal Imaging Camera Serial #1228.

BACKGROUND/RATIONALE:

The City of Las Vegas Fire Department has one (1) ISI Vision 3 Thermal Imaging Camera Serial #1228 which is no longer being used and is not needed for essential government function.

STAFF RECOMMENDATION:

To move forward with Resolution #16-28 to Donate one (1) ISI Vision 3 Thermal Imaging Camera Serial #1228.

COMMITTEE RECOMMENDATION:

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

SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

TONITA GURULE-GIRON
MAYOR

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

RICHARD TRUJILLO
CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

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

Revised 4/20/16

CITY OF LAS VEGAS

RESOLUTION NUMBER:#16-28

A RESOLUTION DONATING CERTAIN PROPERTY OF THE CITY OF LAS VEGAS BY RENDERING AID TO HARDING COUNTY RURAL VOLUNTEER FIRE DEPARTMENT AND DIRECTING THE CITY OF LAS VEGAS FIRE DEPARTMENT TO DONATE SAID PROPERTY TO HARDING COUNTY TO BE USED BY HARDING COUNTY RURAL FIRE DEPARTMENT DISTRICT #1 VOLUNTEER FIRE DEPARTMENT.

WHEREAS, the City of Las Vegas wishes to render aid to the Harding County Volunteer Fire Department through the County of Harding, by donating its fire equipment, described as follows:

1. One (1) ISI Vision 3 Thermal Imaging Camera Serial # 1228

WHEREAS, the following described item is property, which is excess and not needed for any essential government function, it is no longer being used by the City of Las Vegas Fire Department.

WHEREAS, when this property is donated to another agency, it shall be understood that the property listed **may** or **may not** meet current standards. The City of Las Vegas shall not be responsible for any cost associated with bringing said equipment up to standards, and the City of Las Vegas shall be released from any liability associated with this equipment.

WHEREAS, the receiving agency accepts this equipment on an "AS IS" basis, and accepts any and all costs associated with bringing said equipment up to standards prior to placing equipment in to service.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LAS VEGAS, NEW MEXICO, that the above described item belonging to the City of Las Vegas Fire Department is hereby declared excess property and not needed for any City purpose or function and that said property should be donated.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2016.

CITY OF LAS VEGAS:

_____
Tonita Gurule-Giron, Mayor

ATTEST:

_____
Casandra Fresquez, City Clerk

_____
Richard Trujillo, City Manager

Approved as to Legal Sufficiency Only

_____
H. Chico Gallegos, City Attorney

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 08/01/16 **DEPT:** Utility Dept. **MEETING DATE:** 08/17/16

ITEM/TOPIC: Request to purchase one automated commercial front loader garbage truck for the Solid Waste division.

ACTION REQUESTED OF COUNCIL: Approval / Disapproval to purchase one automated commercial front loader garbage truck.

BACKGROUND/RATIONALE: The City of Las Vegas Solid Waste division is in need of new equipment to include garbage trucks. The trucks that are being used now are over 5 years old and in need of much repair. The trucks have been down for extended maintenance which negatively impacts customers. Utilities would like to purchase a new automated commercial front loader garbage truck to ensure reliable service for customers. The cost of the new truck is $253,333.95 and was budgeted for in the Solid Waste Vehicle Fund number 650-0000-610-8007.

STAFF RECOMMENDATION: Approval to purchase truck.

COMMITTEE RECOMMENDATION:

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

SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

TONITA GURULE-GIRON
MAYOR

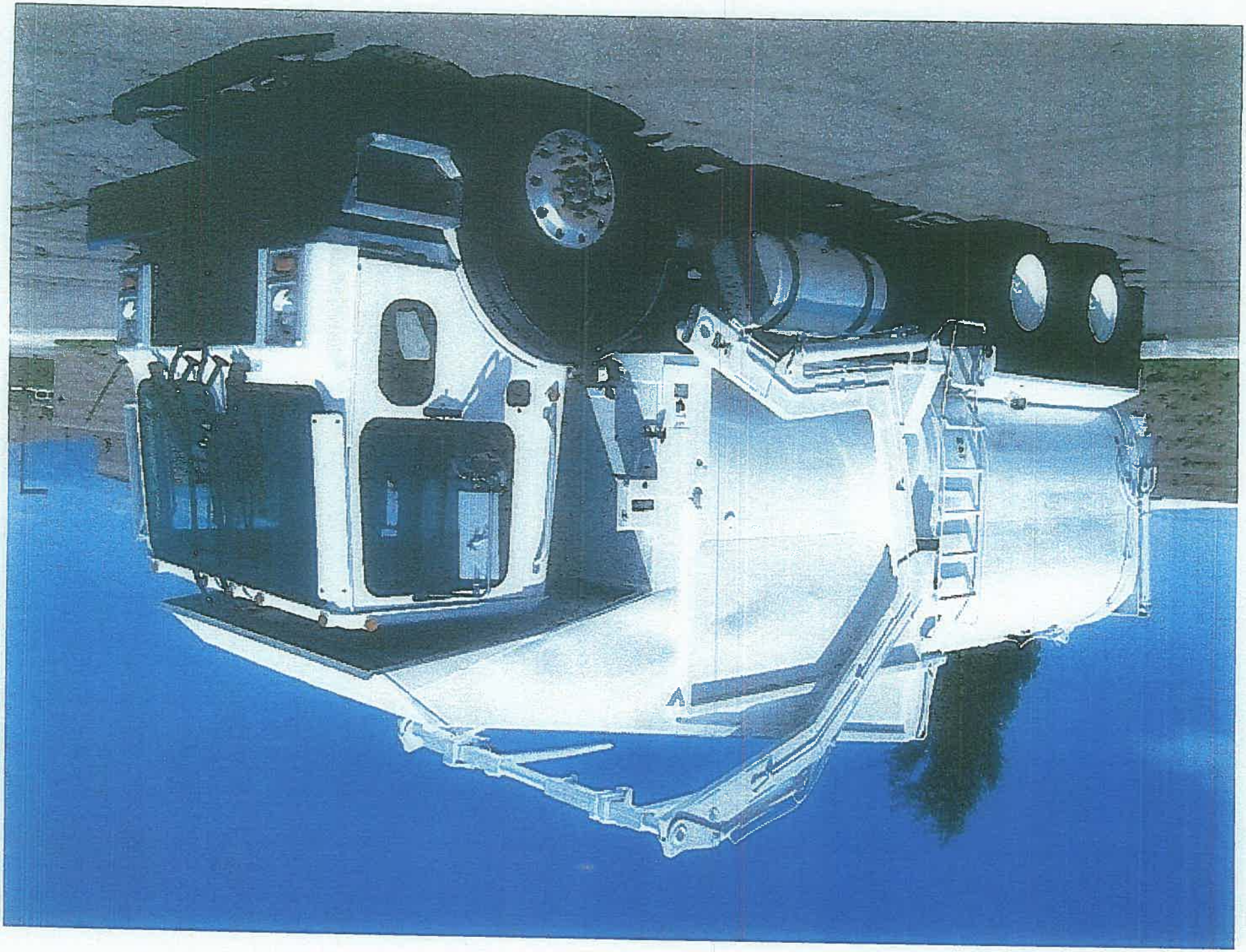
ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

RICHARD TRUJILLO
CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

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

Revised 4/20/16



Rush Truck Centers of New Mexico, Inc.
6521 Hanover Road NW
Albuquerque, NM 87121
505-875-3410

www.rushtruckcenters.com

Retail Sales Order

SALES ORDER

Please enter my order for the following:
☑ New ☑ F.E.T. Applicable
☐ Used ☐ F.E.T. Exempt

Make	Peterbilt	Series	320
Year	2017	Body Type	
Color		Trim	
Serial #			
Stock #			
To be delivered on or about			

Cooperative Educational Services (CES)
Contract #16-019B-C105-ALL

Sales Price	253,083.95
Factory Paid F.E.T.	0.00
F.E.T. Tire Credit	0.00
Total Factory Paid F.E.T.	0.00
Optional Extended Warranties	0.00
Sub-Total	253,083.95
Dealer Paid F.E.T. *	0.00
Local Taxes	0.00
License, Transfer, Title, Registration Fee	0.00
Documentary Fee	250.00
Total Cash Delivered Price	253,333.95
Total Down Payment	0.00
Unpaid Cash Balance Due on Delivery	253,333.95

Date 07/19/2016

City of Las Vegas
Customer's Name

1700 N. Grand Ave.	Las Vegas	NM	87701
Street	City	State	Zip
	(505) 429-8379		
Federal Tax ID #	Business Phone	Fax	
Purchaser's Name			
Street	City	State	Zip
Federal Tax ID #	Business Phone	Fax	

Carlos Arreola
By Salesman

Truck Will be Titled in _____ County.

LIENHOLDER INFORMATION

Date of Lien
Lien Holder

Draft Through

Total Used Vehicle Allowance *	0.00
Less Total Balance Owed	0.00
Total Net Allowance on Used Vehicle(s)	0.00
Deposit or Credit Balance	0.00
Cash with Order	0.00
◄- -	0.00

*See Trade-In details on page 4

A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO CUSTOMERS FOR HANDLING DOCUMENTS RELATING TO THE SALE.

*SUBJECT TO ADJUSTMENT – FINAL F.E.T. MAY VARY.
ANY F.E.T. VARIANCE RESPONSIBILITY OF DEALER

NOTICE: THE FOLLOWING ARE IMPORTANT PROVISIONS OF THIS ORDER

THIS ORDER CANCELS AND SUPERCEDES ANY PRIOR AGREEMENTS AND, AS OF THE DATE HEREOF, COMPRISES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS OF THE AGREEMENT BETWEEN THE PARTIES.

IF ANY REPRESENTATIONS, SPECIFICATIONS OR OTHER AGREEMENTS ARE RELIED UPON BY CUSTOMER, THEY MUST BE IN WRITING AND SPECIFICALLY IDENTIFIED AND REFERENCED IN THIS ORDER; OTHERWISE, THEY WILL NOT BE BINDING ON OR ENFORCEABLE AGAINST DEALER.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Customer, by the execution of this Order, offers to purchase the Product(s) described above upon the Terms and Conditions contained herein. Customer acknowledges that Customer has read the Terms and Conditions of this Order on Page 2 and has received a true copy of this Order and the Terms and Conditions.

Customer's Signature _____ Date

OFFER RECEIVED BY: _____
SALES REPRESENTATIVE Date

OFFER ACCEPTED BY: _____
AUTHORIZED REPRESENTATIVE Date

RTC S-120 NM-1/14

Rush Truck Centers of New Mexico, Inc.
6521 Hanover Road NW
Albuquerque, NM 87121
505-875-3410
www.rushtruckcenters.com

Retail Sales Order

TERMS AND CONDITIONS

1. **Parties to Order; Definitions.** As used in this Retail Sales Order ("Order"), the terms: (a) "Dealer" shall mean the Rush Dealer identified at the top of the first page of this Order; (b) "Customer" shall mean the Customer identified on the first page of this Order; (c) "Manufacturer(s)" shall mean the entity or entities that manufactured the Product(s), it being understood by Customer that Dealer is in no respect the agent of Manufacturer(s); and (d) "Product(s)" shall mean the new and/or used vehicle or other components, accessories or products, which are being purchased by Customer, as set forth in this Order.

2. **WARRANTY DISCLAIMERS AND LIMITATIONS**

NEW PRODUCTS – MANUFACTURER WARRANTIES ONLY. Any warranties on any new Product(s) sold under this Order are limited only to any printed Manufacturers' warranties delivered to Customer with the Product(s). EXCEPT FOR ANY SUCH WARRANTIES MADE BY MANUFACTURERS, THE PRODUCT(S) ARE SOLD WITHOUT ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EACH OF WHICH IS EXPRESSLY DISCLAIMED.

USED PRODUCTS – NO WARRANTIES. All used Product(s) sold under this Order are sold on an "AS IS, WHERE IS" basis, without any warranties by Dealer, provided that Products that are sold by Dealer as "Certified Pre-Owned" are subject to the express written terms and conditions of the Dealer's certified pre-owned program. EXCEPT FOR ANY MANUFACTURERS' WARRANTIES THAT MAY STILL BE IN EFFECT, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED.

LIMITED WARRANTY ON SERVICES. Dealer warrants that all services performed by Dealer for Customer in conjunction with the sale of the Product(s), including if applicable installation, upfitting and conversion services ("Services"), will be performed in a good and workmanlike manner ("Services Warranty"). The Services Warranty is valid for a period of ninety (90) days from the date the Product(s) is delivered to Customer. Customer's sole and exclusive remedy, and Dealer's entire liability, under the Services Warranty is the repair of any nonconforming portion of the Services. DEALER PROVIDES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, CONCERNING ITS SERVICES. The Services Warranty is strictly limited to Services performed by Dealer for Customer. Dealer does not warrant any services provided by any third-party, including but not limited to installation, upfitting or conversion services. Any warranties are solely those that are provided by the third-party service provider.

NO OTHER WARRANTIES. EXCEPT AS SET FORTH ABOVE, DEALER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED.

3. **Reappraisal of Trade-In Vehicle.** If the motor vehicle which has been traded in ("Trade-In Vehicle") as a part of the consideration for the Product(s) ordered hereunder is not to be delivered to Dealer until delivery to Customer of the Product(s), the Trade-In Vehicle shall be reappraised at that time and such reappraised value shall determine the allowance made for the Trade-In Vehicle. If the reappraised value is lower than the original allowance shown on the front of this Order, Customer may, if dissatisfied, cancel this Order.

4. **Delivery of Trade-In Vehicle by Customer; Customer Warranty of Title.** Customer agrees to deliver to Dealer satisfactory evidence of title to the Trade-In Vehicle at the time of delivery of the Trade-In Vehicle to Dealer. Customer warrants the Trade-In Vehicle to be Customer's property free and clear of all liens and encumbrances.

5. **Delay or Failure in Delivery; Limitation of Dealer Liability.** Dealer shall not be liable for failure to deliver or delay in delivering any Product(s) covered by this Order where such failure or delay is due, in whole or in part, to any cause beyond the reasonable control, or is without the gross negligence or intentional misconduct, of Dealer. Examples of causes beyond Dealer's reasonable control include, but are not limited to, Manufacturers' delay or failure to deliver Product(s) for any reason, earthquake, hurricane or other natural disaster, fire, war, terrorist act, labor dispute, strike, etc.

6. **Liability for Taxes.** The price for the Product(s) specified on the face of this Order includes reimbursement to Dealer for federal excise taxes paid, but does not include sales or use taxes or occupational taxes based on sales volume (federal, state or local) unless expressly so stated. Customer assumes and agrees to pay, unless prohibited by law, any such sales or use or occupational taxes imposed on or applicable to the transaction covered by this Order, regardless of which party may have primary tax liability thereof.

7. **Customer's Deposit.** Any Customer's deposit, whether cash or Trade-In Vehicle, shall not be refunded except due to Dealer's failure to deliver the Product(s).

8. **Risk of Loss; Insurance.** Customer shall assume all risk of loss relating to the Product(s) at the time Customer receives possession of the Product(s), or at the time Customer receives title to the Product(s) if title is conveyed before Customer receives possession. Customer shall obtain insurance for the Product(s) that will be in effect at the time Customer takes possession of the Product(s), or at the time Customer receives title to the Product(s) if title is conveyed before the Customer receives possession. Dealer shall have no responsibility or liability related to the Product(s) after Customer receives either possession or title to the Product(s).

9. **Governing Law; Venue; Time to Commence Action.** Except to the extent that the laws of the United States may apply or otherwise control this Order, the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the laws of the state in which Dealer is located, without regard to conflict of law principles. The mandatory venue for any claim, litigation, civil action or any other legal or administrative proceeding ("Action") involving any controversy or claim between or among the parties to this Order, is the state in which Dealer is located. Customer has one (1) year from the accrual of any cause of action arising from the purchase of the Product(s) to commence an Action against Dealer.

10. **Limitation of Damages.** Customer agrees that in the event of any Action brought by Customer against Dealer, Customer shall not be entitled to recover any Incidental or consequential damages as defined in the Uniform Commercial Code, including but not limited to indirect or special damages, loss of income or anticipated profits, or down-time, or any punitive damages.

11. **Fees and Expenses of Actions.** In any Action, whether initiated by Dealer or Customer, where the Customer has a right, pursuant to statute, common law or otherwise, to recover reasonable attorneys' fees and costs in the event it prevails, Customer agrees that Dealer shall have the same right to recover reasonable attorneys' fees and costs incurred in connection with the Action in the event that Dealer prevails.

12. **Execution and Delivery by Electronic Transmission.** If this Order or any document executed in connection with this Order is delivered by facsimile, email or similar instantaneous electronic transmission device pursuant to which the signature of or on behalf of such party can be seen, such execution and delivery shall be considered valid, binding and effective for all purposes as an original document. Additionally, the signature of any party on this Order transmitted by way of a facsimile machine or email shall be considered for all purposes as an original signature. Any such faxed or emailed document shall be considered to have the same binding legal effect as an original document. At the request of Dealer, any faxed or emailed document shall be re-executed by Customer in an original form.

13. **Waiver; Severability.** No waiver of any term of this Order shall be valid unless it is in writing and signed by Dealer's authorized representative. If any provision or part of any provision of this Order shall be deemed to violate any applicable law or regulation, such invalid provision or part of a provision shall be inapplicable, BUT the remaining part of that provision and the remainder of the Order shall continue to be binding and enforceable.

14. **No Broker; Manufacturer Incentives.** If at any time Dealer determines that the Customer intends to engage in the resale of vehicles for profit, where such resale is not in conjunction with further manufacturing, Dealer reserves the right to cancel this Order. Certain manufacturer incentives are intended to be used for retail customers at the location as identified by the Customer in this Order. Customer represents that they will register the vehicle with their state motor vehicle department and are not purchasing this vehicle with the intent to resell/export the vehicle, except where such resale is in conjunction with further manufacturing. If at any time Dealer determines that the foregoing representations are not true, Dealer has the right to seek repayment of any manufacturer incentives that are paid.

15. **Communication Consent.** Dealer and any other owner or servicer of this account may use any information Customer gives Dealer, including but not limited to email addresses, cell phone numbers, and landline numbers, to contact Customer for purposes related to this account, including debt collection and marketing purposes. In addition, Customer expressly consents to any such contact being made by the most efficient technology available, including but not limited to, automated dialing equipment, automated messages, and prerecorded messages, even if Customer is charged for the contact.

Customer Initial _____

Rush Privacy Policy

Rev. 10/13

For Nonpublic Personal Information Disclosed in Connection with the Provision of Financial Products or Services

FACTS	WHAT DOES RUSH TRUCK CENTERS DO WITH YOUR PERSONAL INFORMATION?
WHY?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: • Social Security number and income • Account balances and payment history • Credit history and employment information When you are *no longer* our customer, we continue to share your information as described in this notice.
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Rush Truck Centers chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Rush Truck Centers share?	Can you limit this sharing?
For our everyday business purposes- Such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes- To offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes- Information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes- Information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share

Questions?	Call (830) 626-5249

Who we are	
Who is providing this notice?	Rush Enterprises, Inc. and its wholly owned subsidiaries. See "Other important information" below for a listing of companies.

What we do	
How does Rush Truck Centers protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Rush Truck Centers collect my personal information?	We collect your personal information, for example, when you ▪ apply for financing ▪ give us your income information or provide employment information ▪ provide account information or give us your contact information We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only ▪ sharing for affiliates' everyday business purposes-information about your creditworthiness ▪ affiliates from using your information to market to you ▪ sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing.

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. Rush does not share with nonaffiliates so they can market to you.
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. ▪ Includes lenders, finance companies and financial service providers

Other important information

- This notice is made by Rush Enterprises, Inc. and its wholly owned subsidiaries in the Rush Truck Centers' family of companies: Rush Administrative Services, Inc., Rush Truck Centers of Alabama, Inc., Rush Truck Centers of Arizona, Inc., Rush Truck Centers of California, Inc., Rush Truck Centers of Colorado, Inc., Rush Truck Centers of Florida, Inc., Rush Truck Centers of Georgia, Inc., Rush Truck Centers of Idaho, Inc., Rush Truck Centers of New Mexico,Inc., Rush Truck Centers of North Carolina, Inc., Rush Truck Centers of Ohio, Inc., Rush Truck Centers of Oklahoma, Inc., Rush Truck Centers of Oregon, Inc., Rush Truck Centers of Tennessee, Inc., Rush Truck Centers of Texas, LP and Rush Truck Centers of Utah, Inc., Rush Truck Centers of Virginia, Inc.
- This Privacy Policy does not apply to information obtained in a non-financial transaction.

Rush Truck Centers of NM Inc. A269
6521 Hanover Road NW

Albuquerque, New Mexico United States 87121
Phone: (800) 357-6643
Fax: (505) 839-3697
Email: arreolac@rush-enterprises.com

City of Las Vegas
1700 N. Grand Ave.

Las Vegas, New Mexico United States 87701
Phone: (505) 429-8379
Fax:
Contact Email: ajiron@ci.las-vegas.nm.us
Prepared for: Alvin Jiron

Vehicle Summary

Unit

Model:	Model 320
Type:	Full Truck
Description:	LAS VEGAS

Application

Intended Serv.:	Refuse/On-Highway
Commodity:	Refuse, Scrap

Body

Type:	Commercial Front Loader
Length (ft):	12
Height (ft):	8.0
Max Laden Weight (lbs):	2000

Trailer

No. of Trailer Axles:	0
Type:	
Length (ft):	0
Height (ft):	0.0
Kingpin Inset (in):	0
Corner Radius (in):	0

Restrictions

Length (ft):	40
Width (in):	102
Height (ft):	13.5

Chassis

Fr Axle Load (lbs):	20000
Rr Axle Load (lbs)	46000
G.C.W. (lbs):	66000
Road Conditions:	
Class A (Highway)	100
Class B (Hwy/Mtn)	0
Class C (Off-Hwy)	0
Class D (Off-Road)	0
Maximum Grade:	6
Wheelbase (in):	209
Overhang (in):	57.10001
Fr Axle to BOC (in):	0.1
Cab to Axle (in):	208.9
Cab to EOF (in):	266.0
Overall Comb. Length (in):	324

Special Req.

United States Registry

Approved by: _____ **Date:** _____

Note: All sales are F.O.B. designated plant of manufacture.

PACCAR FINANCIAL

Ask your dealer for a quote today, or visit our website @ www.paccarfinancial.com.

PACCAR Financial offers innovative finance, lease and insurance programs customized to meet your needs.

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed:	7/20/2016 5:58:54 PM	*Complete*	Model Number:	Model 320
Effective Date:	Jan 1, 2016		Quote/DTPO/CO:	Q45726533
Prepared by:	Carlos L Arreola		Version Number:	32.20

Rush Truck Centers of NM Inc. A269
6521 Hanover Road NW

Albuquerque, New Mexico United States 87121
Phone: (800) 357-6643
Fax: (505) 839-3697
Email: arreolac@rush-enterprises.com

City of Las Vegas
1700 N. Grand Ave.

Las Vegas, New Mexico United States 87701
Phone: (505) 429-8379
Fax:
Contact Email: ajiron@ci.las-vegas.nm.us
Prepared for: Alvin Jiron

Data	Code	Description	Weight
Base Model			
0003201	O	**Model 320**	16,060
0091180	O	**Refuse, Scrap**	0
0093035	O	**Refuse/On-Highway** Truck or tractor which hauls refuse, recycled material, etc. Includes roll-on/roll-off container movement, as well as hauling refuse from transfer stations to, but not into, landfills.	0
0095360	O	**Commercial Front Loader**	0
0098170	O	**United States Registry**	0
Configuration			
0200699	O	**Other** Secondary Manufacturer (Specify by narrative) N02000 TBD	0
Frame & Equipment			
0514160	O	**10-3/4in Steel Rails 306-342in** 10.75x3.5x.375 Dimension, 2,136,000 RBM; Yield Strength: 120,000 psi. Section Modulus: 17.8 cubic inches. Weight: 1.74 lbs/inch pair	146
0601500	O	**Full Steel Inner Liner**	651
0644090	S	**EOF Square without Xmbr** For use with body builder installed crossmember.	0
0651090	S	**Omit Rear Mudflaps and Hangers**	0
Front Axle & Equipment			
1011360	S	**Dana Spicer D2000F 20,000 lb, 3.5in Drop** Factory front axle alignment to improve handling & reduce tire wear. Zerk fittings on tie rod ends, king pins, & draglink ball joints for ease of maintenance & help extend service life of components. Cognis EMGARD® FE 75W-90 synthetic axle lube provides over 1% fuel economy improvement. Reduces wear & extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions & withstand the stress from high temperatures, extending component life.	0
1114040	O	**Taper Leaf Springs, Shocks 23,000 lb** Standard with Heavy Resistance Shocks.	410

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed:	7/20/2016 5:58:54 PM	***Complete***	Model Number:	Model 320
Effective Date:	Jan 1, 2016		Quote/DTPO/CO:	Q45726533
Prepared by:	Carlos L Arreola		Version Number:	32.20

Data	Code	Description	Weight
1243020	S	**Power Steering Sheppard SD110 Dual** For use with 22,000 lb. axle ratings. Glidekote splines on steering shaft extend service life of components.	40
1354850	S	**PHP10 Iron PreSet PLUS Hubs-Air Disc**	0
1354870	S	**Severe Service Disc Brake Rotor** For refuse applications	59
1380230	S	**Dana Spicer5in Drop IPO 3.5in, Front Axle**	0
1380290	S	**Air Disc Front Brakes** Complies with reduced stopping distance regulations.	0

Rear Axle & Equipment

1523340	S	**Dana Spicer D46-170 46,000 lb** Interaxle diff lock air rocker occupies space of one gauge. Laser factory axle alignment to improve handling & reduce tire wear. Magnetic rear axle oil drain plug captures & holds any metal fragments in drive axle lube to extend service life. Parking brakes on all drive axles for optimal performance. Cognis EMGARD® FE 75W-90 synthetic axle lube provides over 1% fuel economy improvement. Reduces wear & extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions & withstand the stress from high temperatures, extending component life.	0
1616300	S	**PHP10 Iron PreSet PLUS Hubs**	0
1632650	S	**Long Stroke Parking Brakes, Drive Axle(s)**	0
1680440	O	**Refuse Service Brakes, Steer And Drive Axles**	0
1680450	O	**Rear Brake Camshaft Reinforcement**	9
1680460	O	**Heavy Wall, Drive Axle(s)**	88
1680480	O	**Wide Track, Single & Tandem Drive Axle(s)** Rear width may exceed 102 inches. Verify operating restrictions and body installation.	29
1680500	S	**SBM Valve** Full trucks require a spring brake modulation (SBM) system for emergency braking application. This system requires an SBM valve and a relay valve with spring brakes on the rear axles. The SBM valve allows the foot valve to operate the rear axle spring brakes if a failure exists in the rear air system.	0
1682710	O	**Anti-Lock Braking System (ABS) 6S6M** ABS-6. Includes air braking system.	35
1684200	S	**Synthetic Axle Lubricant All Axles** Peterbilt heavy duty models include Fuel Efficient Cognis EMGARD FE75W-90 which provides customers performance advantages over current synthetic lubricants with reduced gear wear and extended maintenance intervals, resulting in increased uptime. In addition, the lubricant provides improved fluid flow to protect gears in extreme cold conditions and withstand the stress from high temperatures, extending component life.	0

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed:	7/20/2016 5:58:54 PM	***Complete***	Model Number:	Model 320
Effective Date:	Jan 1, 2016		Quote/DTPO/CO:	Q45726533
Prepared by:	Carlos L Arreola		Version Number:	32.20

Data	Code	Description	Weight
1687010	O	**Bendix Air Cam Rear Drum Brakes 16.5x7** Includes Automatic Slack Adjusters & Outboard Mounted Brake Drums.	0
1704560	O	**Ratio 4.56 Rear Axle**	0
1824240	O	**Hendrickson Haulmaax HMX460 46,000 lb, 54in Axle** Spacing, 60K Creep Rating	-15

Engine & Equipment

2057618	O	**ISX12 385R 385@1800 GOV@2100 1450@1100** Refuse Service (2013 Emissions) Includes aluminum flywheel housing. Chevron Delo LE SAE 10W30 engine oil is specially formulated for new low emissions engines. Magnetic engine oil drain plug captures and holds any metal fragments in engine oil to extend service life. N21320 N205 120..Standard Maximum Speed Limit [LSL] N21330 N207 0....Expiration Distance N21340 P112 120..Hard Maximum Speed Limit N21350 P001 75...Maximum Accelerator Pedal Vehicle Speed N21360 P110 0....Accelerator Lower Droop N21370 P059 75...Maximum Cruise Speed N21380 P111 0....Cruise Control Lower Droop N21400 N203 252..Reserve Speed Function Reset Distance N21410 N202 0....Maximum Cycle Distance N21420 N206 10...Maximum Active Distance N21430 N201 0....Reserve Speed Limit Offset N21440 P015 Yes..Engine Protection Shutdown N21450 P026 Yes..Gear Down Protection N21460 P046 1400.Max PTO Speed N21470 P062 No...Cruise Control Auto Resume N21480 P068 No...Auto Engine Brake in Cruise N21500 N209 0....Expiration Distance N21510 P520 Yes..Enable Idle Shutdown Park Brake Set N21520 P030 5....Timer Setting N21530 P233 Yes..Enable Impending Shutdown Warning N21540 P234 60...Timer For Impending Shutdown Warning N21550 P516 35...Engine Load Threshold N21570 P031 No...Idle Shutdown Manual Overrule N21590 P230 Yes..Enable Hot Ambient Automatic Overrule N21610 P172 40...Low Ambient Temperature Threshold N21620 P173 60...Intermediate Ambient Temperature Threshold N21630 P171 80...High Ambient Temperature Threshold	1,030
2091310	O	**Engine Idle Shutdown Timer Disabled**	0
2091315	O	**Enable EIST Ambient Temp Overrule**	0
2091372	O	**Eff EIST NA Expiration Miles**	0
2091640	O	**Effective VSL Setting NA**	0
2140200	O	**CARB Engine Idling Compliance** PACCAR PX-7, PX-9 and MX, Cummins ISL, ISM and ISX diesel engines will include the required factory installed serialized sticker on the drivers door to identify them as meeting the NOx idling standard.	0
2513060	S	**PACCAR 160 Amp Alternator, Brushed**	0

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed:	7/20/2016 5:58:54 PM	***Complete***	Model Number:	Model 320
Effective Date:	Jan 1, 2016		Quote/DTPO/CO:	Q45726533
Prepared by:	Carlos L Arreola		Version Number:	32.20

Data	Code	Description	Weight
2521090	O	**Immersion Type Block Heater 110-120V** Standard location is center left hand under cab and includes a weather-proof cover that protects the receptacle. This pre-heater keeps the coolant in the engine block from freezing when the engine is not running.	2
2522050	S	**PACCAR 12V Starter**	0
2538040	S	**3 PACCAR Premium 12V Dual Purpose Batt 2100 CCA** Threaded stud type terminal. Stranded copper battery cables are double aught (00) or larger to reduce resistance.	0
2539740	O	**Kissling Battery Disconnect Switch** Mounted on battery box	3
2621000	S	**2-Speed Fan Clutch For Frequent Start/Stops**	0
2723210	S	**18.7 CFM Air Compressor** Furnished on engine. Teflon lined stainless steel braided compressor discharge line.	0
2812020	O	**C-Brake By Jacobs, ISX12, ISX12-G** Includes 2 switches: A 2-position on/off engine switch. As well as a 3-position up, down, hold range selector switch.	0
2922050	O	**PACCAR Fuel Filter/Water Separator, 12V Heated** With water in fuel (WIF) sensor. In addition to the fuel filter supplied with the engine.	0
3010400	O	**Engine Protection Shutdown** Includes oil pressure, oil temperature, coolant temperature, and intake manifold temperature.	0
3114270	S	**High Efficiency Cooling System** Cooling module is a combination of steel and aluminum components, with aluminum connections to maximize performance and cooling capability. Silicone radiator & heater hoses enhance value, durability, & reliability. Constant tension band clamps reduce leaks. ClimaTech extended life coolant extends maintenance intervals which reduces maintenance costs. Anti-freeze effective to -30 degrees F helps protect the engine. Low coolant level sensor warns of low coolant condition to prevent engine damage. Radiator Size by Model: 587: 1330 sq in, 579/367 FEPTO 1325 sq in, 567/365/367: 1440 sq in, 384/386: 1301 sq in, 365 FEPTO: 1184 sq in, 389/367 HH: 1669 sq in, 348: 1000 sq in, 320: 1242 sq in.	0
3120450	S	**Stainless Steel Grille**	0
3261980	S	**Heavy Duty Air Cleaner** Molded rubber air intake connections with lined stainless steel clamps seal to prevent contaminants in air intake.	0
3365080	S	**Exhaust Vertical LH** DPF/SCR transverse mounted.	0
3387500	O	**48in Ht, 5in Dia Chrome, Clear Coat Standpipe(s)**	8

Transmission & Equipment

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed:	7/20/2016 5:58:54 PM	***Complete***	Model Number:	Model 320
Effective Date:	Jan 1, 2016		Quote/DTPO/CO:	Q45726533
Prepared by:	Carlos L Arreola		Version Number:	32.20

Data	Code	Description	Weight
4052420	O	**Allison 4500 RDS-P Transmission, Gen 5** Rugged Duty Series. Includes Rear Transmission Support, TranSynd Transmission Fluid, and Water Oil Heat Exchange. Also includes features that monitor the transmission fluid, filter and clutch condition. Will display percent life remaining for the transmission fluid, filter and clutches on the shift selector. This information may be displayed using the Mode and Up and Down buttons. A wrench icon will also be included to indicate when the transmission fluid, filter or clutches need servicing. (Suited for vehicles operating on/off highway and/or requiring PTO operation) Forward Ratios: 1st-4.70, 2nd-2.21, 3rd-1.53, 4th-1.00, 5th-0.76, 6th-0.67 / Reverse Ratios: DR-(5.55)	365
4210200	S	**1760 HD Driveline, 1 Midship Bearing**	0
4250720	O	**Allison FuelSense Not Desired**	0
4256020	S	**Console Mounted Push Button Shifter** Allison transmissions	0
4256350	O	**Allison RDS Auto Neutral AK** Single steer LH or RH. Add Code 4540940 if plumbed to flip valve to actuate service brakes is desired.	0
4256740	O	**Allison 6-Speed Configuration, Wide Ratio Gears** Allison 4500 Transmission Only	0

Air & Trailer Equipment

4510760	S	**Bendix AD-IS EP Air Dryer with Heater** Extended Purge (for use with higher air consumption applications). An integrated system air dryer that incorporates the functions of the air dryer, purge reservoir (which increases the drying capacity), wet air tank, pressure relief valve, single check valves, and pressure protection valve for air susp and other air accessories. Includes easy-to-service spin-on dessicant cartridge.	0
4520420	O	**Berg Pull Cord Drain Valve(s) - All Air Tanks**	0
4540420	S	**Nylon Chassis Hose**	0
4543320	S	**Steel Painted Air Tanks** All air tanks are steel with painted finish except when Code 4543330 Polish Aluminum Air Tanks is also selected (then exposed air tanks outside the frame rails will be polished aluminum). Peterbilt will determine the optimal size and location of required air tanks. Narratives requesting a specific air tank size or location will not be accepted for factory installation. See ECAT to determine number or location of air tanks installed.	0

Tires & Wheels

5068590	O	**FF: BR 20ply 315/80R22.5 M860A** Diameter = 42.8 inches; SLR = 19.9 inches	-4
5167310	O	**RR: BR 14ply 11R22.5 M843** Diameter= 42.5 inches; SLR= 19.9 inches	200
5190008	O	**Code-rear Tire Qty 08**	0
5220520	O	**FF: Alcoa 89U637 LVL1 22.5X9.00 Alm Wheel** Pilot mount. Ultra ONE wheels with MagnaForce alloy.	-70

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed:	7/20/2016 5:58:54 PM	***Complete***	Model Number:	Model 320
Effective Date:	Jan 1, 2016		Quote/DTPO/CO:	Q45726533
Prepared by:	Carlos L Arreola		Version Number:	32.20

Data	Code	Description	Weight
5320410	O	**RR: Alcoa 885657 LvL1 PLT 22.5X8.25** Aluminum wheel severe service.	-272
5390008	O	**Code-rear Rim Qty 08**	0
Fuel Tanks			
5556100	O	**26in Aluminum 70 Gallon Fuel Tank LH BOC** Paddle handle filler cap with threadless filler neck. Top draw fuel plumbing reduces chance of introducing air into the fuel system during low fuel level conditions due to the central placement of fuel pickup tube. Wire braid fuel lines increase durability & reduce potential for leaks.	11
5606070	O	**Location LH BOC Rear-Most 70 Gallon**	0
5650490	S	**Fuel Cooler** Required with single fuel tank.	0
5652890	O	**DEF Tank Mounted LH BOC** Models 210, 220 and 320 mounted LH cab fender.	0
5652990	O	**Standard DEF To Fuel Ratio 2:1 Or Greater**	0
5655069	S	**DEF Tank 520/320**	0
Battery Box & Bumper			
6010220	O	**Aluminum Battery Box LH Fender Mounted**	0
6121700	S	**Steel Bumper Channel Painted** Includes two front tow eyes with pins.	0
6132420	O	**4-7/8in Bumper Extension, Without FEPTO**	31
Cab & Equipment			
6501080	S	**53in LCF ProBilt Cab LH Drive** Includes steel frames with alum and fiberglass panels, all alum doors, dual door stops, door locks, tinted safety glass thru-out, cab and door mounted entry grab handles, 65 degree hydraulic tilt, stainless steel grille, dual rear cab fenders, service module BOC (cab tilt pump, oil fill and dipstick, coolant fill and check, fluid fill and dipstick for auto trans), door mounted armrests, power windows, full insulation, rubber floor mats, ergonomic center control console. removable instrument panel, Driver Information Display, LED backlit gauges, pull down windshield sunshade, 16in steering wheel with integrated horn button, tilt/telescopic adjustable column, over-door storage, driver and passenger side cup holders, USB charging port and 12VDC charging outlet, header includes HVAC controls and 12V power connection behind header cover, rear cab comer windows, 18in bolt-on step each side, self-canceling turn signals and front directional and side mounted turn signals	0
6800500	S	**4.5 Inch Rubber Flares on Cab** and Wheel Well Fenders	0
6914130	O	**Sears C2 Driver Seat**	0
6921720	S	**Peterbilt Passenger Seat**	0
6939400	O	**Air Ride Driver**	0

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed:	7/20/2016 5:58:54 PM	***Complete***	Model Number:	Model 320
Effective Date:	Jan 1, 2016		Quote/DTPO/CO:	Q45726533
Prepared by:	Carlos L Arreola		Version Number:	32.20

Data	Code	Description	Weight
6939430	O	**Mid Back Driver**	0
6939470	S	**Vinyl Driver**	0
6939510	S	**Non-Air Ride Passenger**	0
6939540	S	**Low Back Passenger**	0
6939570	S	**Vinyl Passenger**	0
7000000	S	**Gray Interior Color** Includes ABS gray headliner & rear cab panel, gray vinyl engine tunnel cover.	0
7001520	S	**Adjustable Steering Column - Tilt/Telescope**	0
7001620	S	**Steering Wheel with Peterbilt Logo** Steering Wheel with embossed Peterbilt logo over horn button.	0
7040020	O	**Diamond Plate Floor Covering on Driver side floor** in place of Rubber Mat. In Dual Steer application RH Diamond Plate covering is standard. Single drive applications the Diamond Plate is optional.	6
7220130	S	**Rear Window Back of Cab Standard Tint** 18.5in X 54in	0
7230350	S	**Two Piece Flat Windshield**	0
7322010	O	**Combo Fresh Air Heater/Air Conditioner** With radiator mounted condenser, dedicated side window defrosters, Bi-Level Heater/Defroster Controls, 54,500 BTU/HR, and silicone heater hoses.	4
7330920	O	**(2) Defroster Fan On Rear Header**	0
7410040	O	**Outside Sunvisor - Stainless Steel** Not available with 2.1M high roof sleeper.	4
7561260	S	**Black LH/RH Tri-plane Mirrors, Heated,** Motorized, Mounted to Doors. Features: Heated on All Three Surfaces, Upper/Lower Mirrors are Convex and Middle is a Flat Pane Motorized Mirror. Right Click on Option and Select Picture to See a Picture of the Mirror.	0
7610020	S	**(1) Air Horn 15in Painted** Mounted under cab.	0
7725715	O	**ConcertClass Without CD, Includes BT Phone and** Audio, AM/FM, WB, USB and MP3.	10
7725740	O	**Midlevel Speaker Package For Cab** (4) Speakers	6

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed:	7/20/2016 5:58:54 PM	***Complete***	Model Number:	Model 320
Effective Date:	Jan 1, 2016		Quote/DTPO/CO:	Q45726533
Prepared by:	Carlos L Arreola		Version Number:	32.20

Data	Code	Description	Weight
7788055	O	**SmartLINQ Remote Diagnostics** SmartLINQ is Peterbilt's proprietary remote diagnostics service which monitors the engine and aftertreatment for diagnostic codes providing real-time code analysis maximizing vehicle uptime and strengthening the fleets partnership with their dealer. SmartLINQ provides fault coverage for over 800 codes, a customizable email notification for 116 codes plus a web portal to manage your entire fleet included at no additional charge. SmartLINQ is compatible with any telematics system and doesn't require a specific fleet management system. For those whose customers utilize PeopleNet, the pre-wire with remote diagnostics will provide a more integrated solution utilizing the existing SmartLINQ modem. For those whose customers utilize other fleet services products, the existing pre-wire option for the other fleet service devices will continue to be available.. SmartLINQ is standard with MX-13 engines and available on the models 587,579,567,389,367 and 365.	0
7851330	O	**Cab Tilt Pump Air Assist**	0
7851480	S	**Peterbilt Electric Windshield Wipers** With Intermittent Feature.	0
7900090	O	**Triangle Reflector Kit Shipped Loose**	13
7900970	S	**Backup Alarm Wiring To EOF**	0
8011225	O	**Axle Temperature Gauges, Tandem Drive** Located in Driver Information Display	0
8011395	O	**Engine Oil Temperature Gauge** Located in Driver Information Display	0
8011400	S	**Main Transmission Oil Temperature Gauge** Located in Driver Information Display	0
8021015	O	**Air Application Gauge** Located in Driver Information Display	0
8021380	S	**Air Restriction Indicator** Mounted on air cleaner or intake piping.	0
8071025	O	**Manifold Pressure Gauge** Located in Driver Information Display	0
8071285	O	**Suspension Pressure Gauge** Located in Driver Information Display	0
8110800	S	**Headlights Dual Rectangular Halogen**	0
8120570	S	**(5) LED Clearance With (2) LED Marker Lights** Includes (5) lights mounted on roof of cab and (1) cab side marker light mounted in front of each cab door.	0
8133900	S	**None Furnished Stop/Tail/Backup Lights** Available with Full Truck only. Not available with Tractor.	0

Paint

8500710	O	**Standard Paint Color Selection**	0
8530770	O	**(1) Color Axalta Two Stage - Cab/Hood** Base Coat/Clear Coat N85020 A - L0006EB WHITE - Stand	0

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed:	7/20/2016 5:58:54 PM	***Complete***	Model Number:	Model 320
Effective Date:	Jan 1, 2016		Quote/DTPO/CO:	Q45726533
Prepared by:	Carlos L Arreola		Version Number:	32.20

Data	Code	Description	Weight
		N85500 CAB ROOF L0006EB WHITE - Stand N85200 FRAME N0001EA BLACK N85700 BUMPER N0001EA BLACK	

Shipping Destination

8999990	O	**Shipping Destination** (Specify by narrative attached to option code). In Presentation Information screen add "See Instructions" for the Shipping Destination instead of Dealer code. N89900 RTC-YUMA	0

Options Not Subject To Discount

9408904	O	**Heavy Duty Emissions Surcharge**	0
9408982	O	**Vehicle Layout** Option is not subject to discount. Fleets will be split prior to build so that the charge is applied to only one unit. Quotes will not reflect this.	0

Miscellaneous

9409960	O	**Presentation Created Using Featured Spec** For Model	0

Total Weight 18859

Prices and Specifications Subject to Change Without Notice.

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed:	7/20/2016 5:58:54 PM	***Complete***	Model Number:	Model 320
Effective Date:	Jan 1, 2016		Quote/DTPO/CO:	Q45726533
Prepared by:	Carlos L Arreola		Version Number:	32.20

MCT INDUSTRIES, INC.
7451 PAN AMERICAN FREEWAY, NE
ALBUQUERQUE, NM 87109
TEL: (505) 345-8651 FAX: (505) 345-8659

Quote

7/18/2016
Date

TO: RUSH TRUCK CENTER
Company

CARLOS A.
Quoted To

7182016-RUSHTRUCK
Customer P.O

Address

Year Mfg. Model

Ref City of Las Vegas
City, State, Zip

C/A Trans

(505) 506-1268 (505) 839-3697
Phone Fax

Terms: Charge/Cash Taxable: Yes/No

arreolac@rushenterprises.com
Email Address

CES CONTRACT # 16-019B-C108-ALL

QTY	ITEM NUMBER	Description	List	Extended
1		AMREP 2017 HARDOX FRONT LOADER, HOIST STYLE, AMHFL-21 MOUNTED ON YOUR 3-AXLE CAB & CHASSIS WITH THE FOLLOWING:		
		21' SMOOTH SIDED HX450FL BODY 40 CUBIC YARD CAPACITY - HOIST TO DUMP - PTO & PUMP		
		HOPPER LOWER - 1/4" HARDOX AR450 - 150,000 PSI ABRASION RESISTANT STEEL		
		BODY LOWER - 3/16" HARDOX AR450 - 150,000 PSI ABRASION RESISTANT STEEL		
		BODY UPPER - 1/8" HARDOX AR450 - 150,000 PSI ABRASION RESISTANT STEEL		
		FULL PACKER BLADE - HOIST TO DUMP		
		WEAR PLATES - 1/4" HARDOX AR450 - 150,000 PSI ABRASION RESISTANT STEEL		
		FULL ACCESSS DOOR ON STREETSIDE OF BODY PLUS DUAL FRONT CLEAN-OUT DOORS		
		BOLT ON ARMS WITH FIXED SIDE POCKET FORKS		
		MODULAR ELECTRICAL SYSTEM WITH PACKER COMPUTER AND DISPLAY		
		"PLUG & SOCKET" WEATHER RESISTANT HARNESS SYSTEM		
		LED LIGHTING PACKAGE WITH MID BODY TURN SIGNALS AND INTELLIFLASH LED LIGHT KIT		
		INSIDE & OUTSIDE AIR CONTROLS		
		BODY SERVICE HOIST		
		BROOM & SHOVEL MOUNTED ON BODY SHELL		
		20# FIRE EXTINGUISHER, AND FLARE KIT MOUNTED IN TOOL BOX - 20X18X18"		
		REAR STROBE MOUNTED ON UPPER PORTION OF REAR DOOR WITH CAMERA BRACKET		
	WARRANTY	STANDARD WITH 1 YEAR "BUMPER TO BUMPER" ON ALL BODY COMPONENTS, SEE EXTENDED WARRANTIES COST BELOW.		
		BODY PAINT: SINGLE COLOR TO MATCH CAB		
	OPTIONS	NO SLIP ON HYDRAULIC HOSES		
		HIGH PRESSURE HYDRAULIC FILTER WITH WARNING INDICATOR LIGHT IN DASH		
		TAMPER PROOF CAP ON PRESSURE REGULATOR VALVE		

		INTELLIFLASH SERIES 650201 LED CONTROL BOX WITH SWITCH		
		2- CAMERA SYSTEM		$1,912.25
		TOTAL		**$95,675.35**
	NOTES	*CHASSIS MUST BE RECEIVED WITH BACK-UP ALARM, AND *TRUCK OEM/DEALER RESPONSIBLE FOR PROGRAMMING AND CONNECTING ELECTRONIC ENGINE FOR REMOTE THROTTLE OPERATION (1500RPM)		

Delivery Note: _____ By Jerry Mae

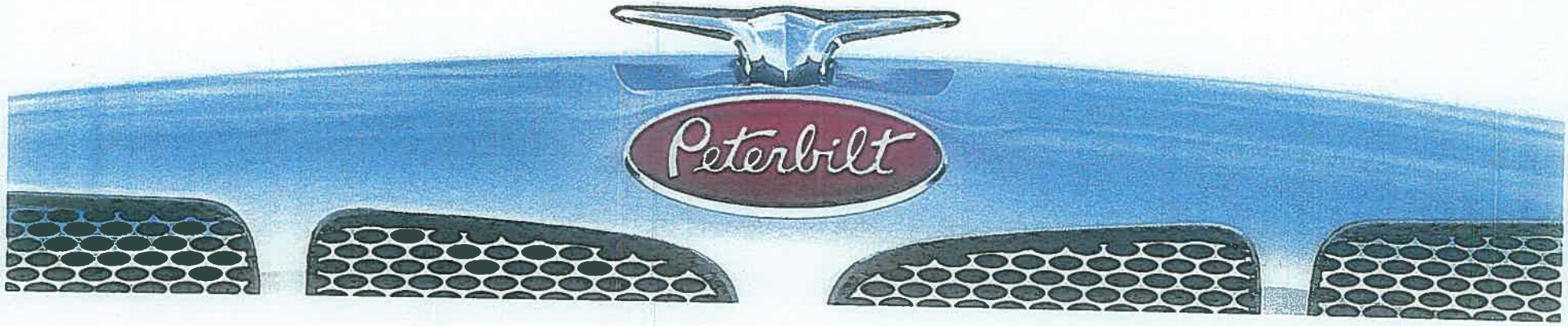
Quotation offered subject to change without notice, and subject to any sales (or other tax or taxes) terms, conditions, or limitations which may be imposed by State and/or Federal Governments.

We thank you for your inquiry and hope to have the pleasure of serving you further.

Date	Vendor	Our P.O.	In Via	Out Via

Model 320

ProBilt Cab Interior



THANK YOU

LH/RH Drive Interior Update

Vertical Wipers

Bluetooth Microphone

Full Width Sun Shade

LED Interior Lighting

New Steering Wheel

Simplified Dash

Arm Rest Storage

Over Door Storage

Cup Holders

Joystick Mounting Pad

Body Builder Connector

Body Builder Access Panel

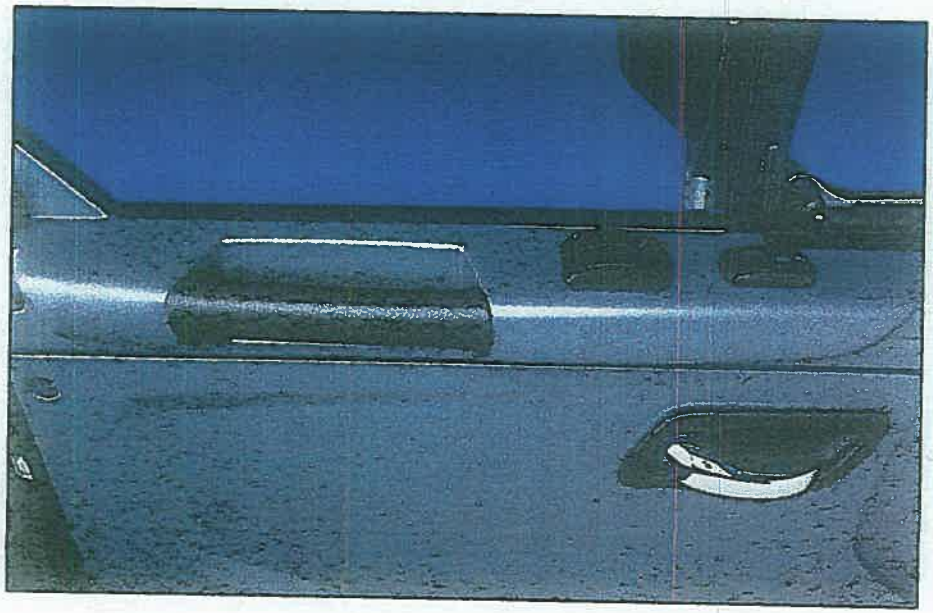
Door Latch Upgrade

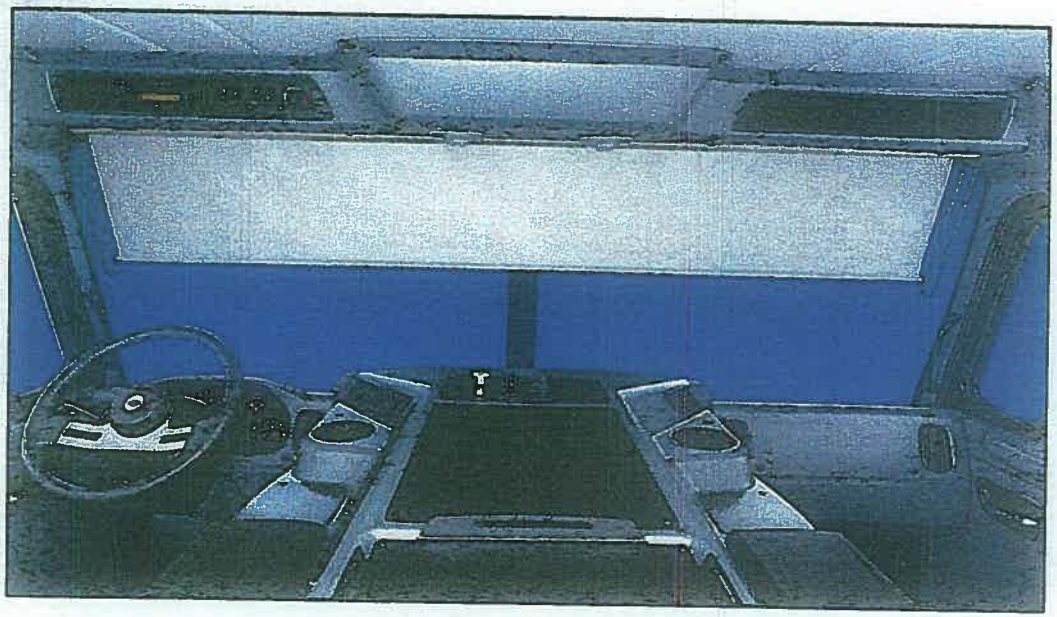
Door Mounted Switches

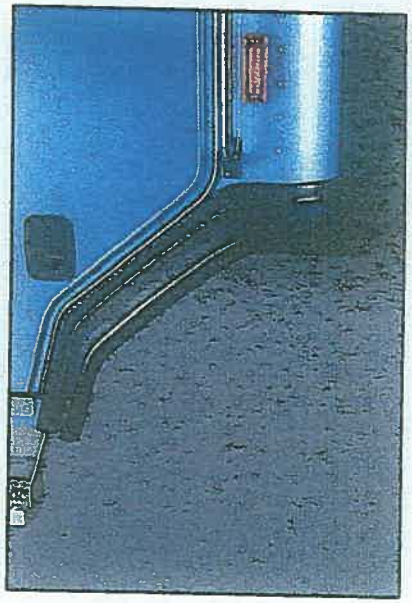
New HVAC & Defrost Ducting

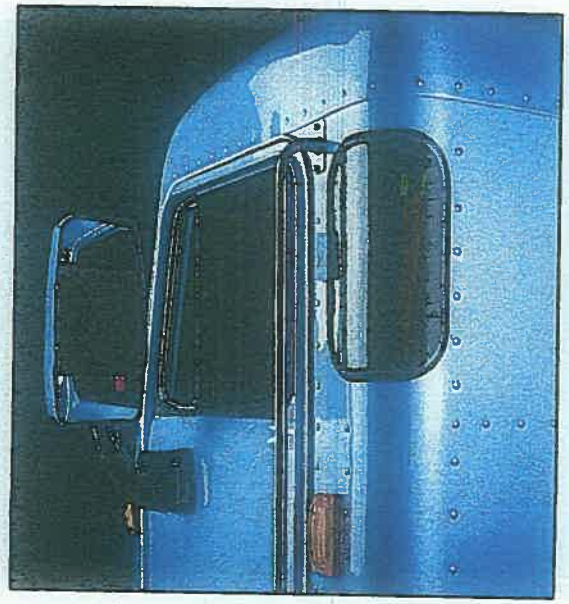
Peterbilt

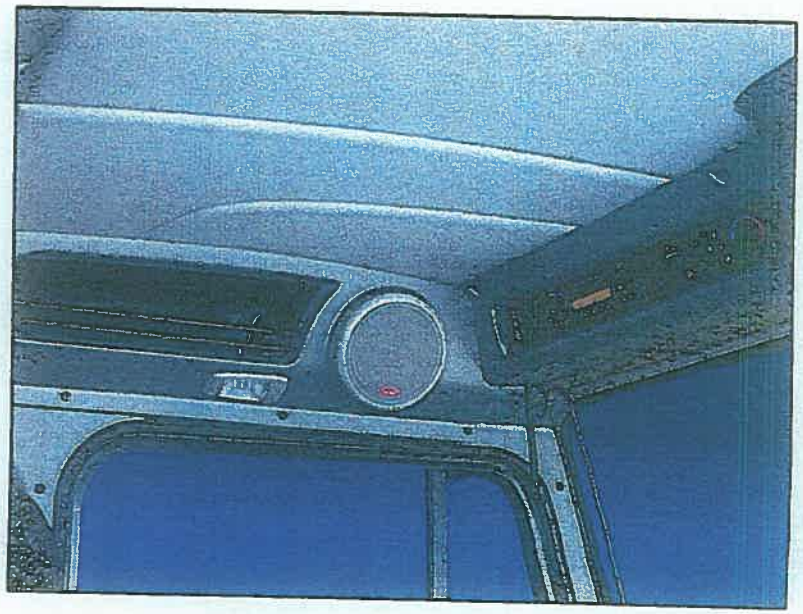
New Interior Update











CITY COUNCIL MEETING AGENDA REQUEST

DATE: 08/01/16 **DEPT:** Utility Dept. **MEETING DATE:** 08/17/16

ITEM/TOPIC: Request to purchase one automated residential side loader garbage truck for the Solid Waste division.

ACTION REQUESTED OF COUNCIL: Approval / Disapproval to purchase one automated residential side loader garbage truck.

BACKGROUND/RATIONALE: The City of Las Vegas Solid Waste division is in need of new equipment to include garbage trucks. The trucks that are being used now are over 5 years old and in need of much repair. The trucks have been down for extended maintenance which negatively impacts customers. Utilities would like to purchase a new automated residential side loader garbage truck to ensure reliable service for customers. The cost of the new truck is $245,403.35 and was budgeted for in the Solid Waste Vehicle Fund number 650-0000-610-8007.

STAFF RECOMMENDATION: Approval to purchase truck.

COMMITTEE RECOMMENDATION:

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

SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

TONITA GURULE-GIRON
MAYOR

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

RICHARD TRUJILLO
CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

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

Revised 4/20/16

Rush Truck Centers of New Mexico, Inc.
6521 Hanover Road NW
Albuquerque, NM 87121
505-875-3410

www.rushtruckcenters.com

Retail Sales Order

SALES ORDER

Please enter my order for the following:
☑ New ☑ F.E.T. Applicable
☐ Used ☐ F.E.T. Exempt

Make	Peterbilt	Series	320
Year	2017	Body Type	
Color		Trim	
Serial #			
Stock #			
To be delivered on or about			

Cooperative Educational Services (CES)
Contract #16-019B-C105-ALL

Date 07/19/2016

City of Las Vegas
Customer's Name

1700 N. Grand Ave.	Las Vegas	NM	87701
Street	City	State	Zip
	(505) 429-8379		
Federal Tax ID #	Business Phone	Fax	
Purchaser's Name			
Street	City	State	Zip
Federal Tax ID #	Business Phone	Fax	

Carlos Arreola
By Salesman

Truck Will be Titled in _____ County.

LIENHOLDER INFORMATION

Date of Lien
Lien Holder

Draft Through

Sales Price	245,153.35
Factory Paid F.E.T.	0.00
F.E.T. Tire Credit	0.00
Total Factory Paid F.E.T.	0.00
Optional Extended Warranties	0.00
Sub-Total	245,153.35
Dealer Paid F.E.T. *	0.00
Local Taxes	0.00
License. Transfer. Title. Registration Fee	0.00
Documentary Fee	250.00
Total Cash Delivered Price	245,403.35
Total Down Payment	0.00
Unpaid Cash Balance Due on Delivery	245,403.35

Total Used Vehicle Allowance *	0.00
Less Total Balance Owed	0.00
Total Net Allowance on Used Vehicle(s)	0.00
Deposit or Credit Balance	0.00
Cash with Order	0.00
◄----------	0.00

*See Trade-In details on page 4

A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO CUSTOMERS FOR HANDLING DOCUMENTS RELATING TO THE SALE.

*SUBJECT TO ADJUSTMENT – FINAL F.E.T. MAY VARY.
ANY F.E.T. VARIANCE RESPONSIBILITY OF DEALER

NOTICE: THE FOLLOWING ARE IMPORTANT PROVISIONS OF THIS ORDER

THIS ORDER CANCELS AND SUPERCEDES ANY PRIOR AGREEMENTS AND, AS OF THE DATE HEREOF. COMPRISES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS OF THE AGREEMENT BETWEEN THE PARTIES.

IF ANY REPRESENTATIONS. SPECIFICATIONS OR OTHER AGREEMENTS ARE RELIED UPON BY CUSTOMER, THEY MUST BE IN WRITING AND SPECIFICALLY IDENTIFIED AND REFERENCED IN THIS ORDER: OTHERWISE. THEY WILL NOT BE BINDING ON OR ENFORCEABLE AGAINST DEALER.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Customer. by the execution of this Order. offers to purchase the Product(s) described above upon the Terms and Conditions contained herein. Customer acknowledges that Customer has read the Terms and Conditions of this Order on Page 2 and has received a true copy of this Order and the Terms and Conditions.

Customer's Signature _____ Date

OFFER RECEIVED BY: _____
SALES REPRESENTATIVE Date

OFFER ACCEPTED BY: _____
AUTHORIZED REPRESENTATIVE Date

RTC S-120 NM-1/14

Rush Truck Centers of New Mexico, Inc.
6521 Hanover Road NW
Albuquerque, NM 87121
505-875-3410
www.rushtruckcenters.com

Retail Sales Order

TERMS AND CONDITIONS

1. **Parties to Order: Definitions.** As used in this Retail Sales Order ("Order"), the terms: (a) "Dealer" shall mean the Rush Dealer identified at the top of the first page of this Order; (b) "Customer" shall mean the Customer identified on the first page of this Order; (c) "Manufacturer(s)" shall mean the entity or entities that manufactured the Product(s), it being understood by Customer that Dealer is in no respect the agent of Manufacturer(s): and (d) "Product(s)" shall mean the new and/or used vehicle or other components, accessories or products, which are being purchased by Customer, as set forth in this Order.

2. **WARRANTY DISCLAIMERS AND LIMITATIONS**

NEW PRODUCTS – MANUFACTURER WARRANTIES ONLY. Any warranties on any new Product(s) sold under this Order are limited only to any printed Manufacturers' warranties delivered to Customer with the Product(s). EXCEPT FOR ANY SUCH WARRANTIES MADE BY MANUFACTURERS, THE PRODUCT(S) ARE SOLD WITHOUT ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EACH OF WHICH IS EXPRESSLY DISCLAIMED.

USED PRODUCTS – NO WARRANTIES. All used Product(s) sold under this Order are sold on an "AS IS, WHERE IS" basis, without any warranties by Dealer, provided that Products that are sold by Dealer as "Certified Pre-Owned" are subject to the express written terms and conditions of the Dealer's certified pre-owned program. EXCEPT FOR ANY MANUFACTURERS' WARRANTIES THAT MAY STILL BE IN EFFECT, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED.

LIMITED WARRANTY ON SERVICES. Dealer warrants that all services performed by Dealer for Customer in conjunction with the sale of the Product(s), including if applicable installation, upfitting and conversion services ("Services"), will be performed in a good and workmanlike manner ("Services Warranty"). The Services Warranty is valid for a period of ninety (90) days from the date the Product(s) is delivered to Customer. Customer's sole and exclusive remedy, and Dealer's entire liability, under the Services Warranty is the repair of any nonconforming portion of the Services. DEALER PROVIDES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, CONCERNING ITS SERVICES. The Services Warranty is strictly limited to Services performed by Dealer for Customer. Dealer does not warrant any services provided by any third-party, including but not limited to installation, upfitting or conversion services. Any warranties are solely those that are provided by the third-party service provider.

NO OTHER WARRANTIES. EXCEPT AS SET FORTH ABOVE, DEALER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED.

3. **Reappraisal of Trade-In Vehicle.** If the motor vehicle which has been traded in ("Trade-In Vehicle") as a part of the consideration for the Product(s) ordered hereunder is not to be delivered to Dealer until delivery to Customer of the Product(s), the Trade-In Vehicle shall be reappraised at that time and such reappraised value shall determine the allowance made for the Trade-In Vehicle. If the reappraised value is lower than the original allowance shown on the front of this Order, Customer may, if dissatisfied, cancel this Order.

4. **Delivery of Trade-In Vehicle by Customer: Customer Warranty of Title.** Customer agrees to deliver to Dealer satisfactory evidence of title to the Trade-In Vehicle at the time of delivery of the Trade-In Vehicle to Dealer. Customer warrants the Trade-In Vehicle to be Customer's property free and clear of all liens and encumbrances.

5. **Delay or Failure in Delivery: Limitation of Dealer Liability.** Dealer shall not be liable for failure to deliver or delay in delivering any Product(s) covered by this Order where such failure or delay is due, in whole or in part, to any cause beyond the reasonable control, or is without the gross negligence or intentional misconduct, of Dealer. Examples of causes beyond Dealer's reasonable control include, but are not limited to, Manufacturers' delay or failure to deliver Product(s) for any reason, earthquake, hurricane or other natural disaster, fire, war, terrorist act, labor dispute, strike, etc.

6. **Liability for Taxes.** The price for the Product(s) specified on the face of this Order includes reimbursement to Dealer for federal excise taxes paid, but does not include sales or use taxes or occupational taxes based on sales volume (federal, state or local) unless expressly so stated. Customer assumes and agrees to pay, unless prohibited by law, any such sales or use or occupational taxes imposed on or applicable to the transaction covered by this Order, regardless of which party may have primary tax liability thereof.

7. **Customer's Deposit.** Any Customer's deposit, whether cash or Trade-In Vehicle, shall not be refunded except due to Dealer's failure to deliver the Product(s).

8. **Risk of Loss: Insurance.** Customer shall assume all risk of loss relating to the Product(s) at the time Customer receives possession of the Product(s), or at the time Customer receives title to the Product(s) if title is conveyed before Customer receives possession. Customer shall obtain insurance for the Product(s) that will be in effect at the time Customer takes possession of the Product(s), or at the time Customer receives title to the Product(s) if title is conveyed before the Customer receives possession. Dealer shall have no responsibility or liability related to the Product(s) after Customer receives either possession or title to the Product(s).

9. **Governing Law: Venue: Time to Commence Action.** Except to the extent that the laws of the United States may apply or otherwise control this Order, the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the laws of the state in which Dealer is located, without regard to conflict of law principles. The mandatory venue for any claim, litigation, civil action or any other legal or administrative proceeding ("Action") involving any controversy or claim between or among the parties to this Order, is the state in which Dealer is located. Customer has one (1) year from the accrual of any cause of action arising from the purchase of the Product(s) to commence an Action against Dealer.

10. **Limitation of Damages.** Customer agrees that in the event of any Action brought by Customer against Dealer, Customer shall not be entitled to recover any incidental or consequential damages as defined in the Uniform Commercial Code, including but not limited to indirect or special damages, loss of income or anticipated profits, or down-time, or any punitive damages.

11. **Fees and Expenses of Actions.** In any Action, whether initiated by Dealer or Customer, where the Customer has a right, pursuant to statute, common law or otherwise, to recover reasonable attorneys' fees and costs in the event it prevails, Customer agrees that Dealer shall have the same right to recover reasonable attorneys' fees and costs incurred in connection with the Action in the event that Dealer prevails.

12. **Execution and Delivery by Electronic Transmission.** If this Order or any document executed in connection with this Order is delivered by facsimile, email or similar instantaneous electronic transmission device pursuant to which the signature of or on behalf of such party can be seen, such execution and delivery shall be considered valid, binding and effective for all purposes as an original document. Additionally, the signature of any party on this Order transmitted by way of a facsimile machine or email shall be considered for all purposes as an original signature. Any such faxed or emailed document shall be considered to have the same binding legal effect as an original document. At the request of Dealer, any faxed or emailed document shall be re-executed by Customer in an original form.

13. **Waiver: Severability.** No waiver of any term of this Order shall be valid unless it is in writing and signed by Dealer's authorized representative. If any provision or part of any provision of this Order shall be deemed to violate any applicable law or regulation, such invalid provision or part of a provision shall be inapplicable, BUT the remaining part of that provision and the remainder of the Order shall continue to be binding and enforceable.

14. **No Broker: Manufacturer Incentives.** If at any time Dealer determines that the Customer intends to engage in the resale of vehicles for profit, where such resale is not in conjunction with further manufacturing, Dealer reserves the right to cancel this Order. Certain manufacturer incentives are intended to be used for retail customers at the location as identified by the Customer in this Order. Customer represents that they will register the vehicle with their state motor vehicle department and are not purchasing this vehicle with the intent to resell/export the vehicle, except where such resale is in conjunction with further manufacturing. If at any time Dealer determines that the foregoing representations are not true, Dealer has the right to seek repayment of any manufacturer incentives that are paid.

15. **Communication Consent.** Dealer and any other owner or servicer of this account may use any information Customer gives Dealer, including but not limited to email addresses, cell phone numbers, and landline numbers, to contact Customer for purposes related to this account, including debt collection and marketing purposes. In addition, Customer expressly consents to any such contact being made by the most efficient technology available, including but not limited to, automated dialing equipment, automated messages, and prerecorded messages, even if Customer is charged for the contact.

Customer Initial _____

Rush Privacy Policy

Rev. 10/13

For Nonpublic Personal Information Disclosed In Connection with the Provision of Financial Products or Services

FACTS	WHAT DOES RUSH TRUCK CENTERS DO WITH YOUR PERSONAL INFORMATION?
WHY?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: • Social Security number and income • Account balances and payment history • Credit history and employment information When you are *no longer* our customer, we continue to share your information as described in this notice.
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Rush Truck Centers chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Rush Truck Centers share?	Can you limit this sharing?
For our everyday business purposes- Such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes- To offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes- Information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes- Information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share

Questions?	Call (830) 626-5249

Who we are	
Who is providing this notice?	Rush Enterprises, Inc. and its wholly owned subsidiaries. See "Other important information" below for a listing of companies.

What we do	
How does Rush Truck Centers protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Rush Truck Centers collect my personal information?	We collect your personal information, for example, when you ▪ apply for financing ▪ give us your income information or provide employment information ▪ provide account information or give us your contact information We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only ▪ sharing for affiliates' everyday business purposes-information about your creditworthiness ▪ affiliates from using your information to market to you ▪ sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing.

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. Rush does not share with nonaffiliates so they can market to you.
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. ▪ Includes lenders, finance companies and financial service providers

Other important information

- This notice is made by Rush Enterprises, Inc. and its wholly owned subsidiaries in the Rush Truck Centers' family of companies: Rush Administrative Services, Inc., Rush Truck Centers of Alabama, Inc., Rush Truck Centers of Arizona, Inc., Rush Truck Centers of California, Inc., Rush Truck Centers of Colorado, Inc., Rush Truck Centers of Florida, Inc., Rush Truck Centers of Georgia, Inc., Rush Truck Centers of Idaho, Inc., Rush Truck Centers of New Mexico,Inc., Rush Truck Centers of North Carolina, Inc., Rush Truck Centers of Ohio, Inc., Rush Truck Centers of Oklahoma, Inc., Rush Truck Centers of Oregon, Inc., Rush Truck Centers of Tennessee, Inc., Rush Truck Centers of Texas, LP and Rush Truck Centers of Utah, Inc., Rush Truck Centers of Virginia, Inc.
- This Privacy Policy does not apply to Information obtained in a non-financial transaction.

Rush Truck Centers of NM Inc. A269
6521 Hanover Road NW

Albuquerque, New Mexico United States 87121
Phone: (800) 357-6643
Fax: (505) 839-3697
Email: arreolac@rush-enterprises.com

City of Las Vegas
1700 N. Grand Ave.

Las Vegas, New Mexico United States 87701
Phone: (505) 429-8379
Fax:
Contact Email: ajiron@ci.las-vegas.nm.us
Prepared for: Alvin Jiron

Vehicle Summary

Unit

Model:	Model 320
Type:	Full Truck
Description:	LAS VEGAS

Application

Intended Serv.:	Refuse/On-Highway
Commodity:	Refuse. Scrap

Body

Type:	Commercial Front Loader
Length (ft):	12
Height (ft):	8.0
Max Laden Weight (lbs):	2000

Trailer

No. of Trailer Axles:	0
Type:	
Length (ft):	0
Height (ft):	0.0
Kingpin Inset (in):	0
Corner Radius (in):	0

Restrictions

Length (ft):	40
Width (in):	102
Height (ft):	13.5

Chassis

Fr Axle Load (lbs):	20000
Rr Axle Load (lbs)	46000
G.C.W. (lbs):	66000
Road Conditions:	
Class A (Highway)	100
Class B (Hwy/Mtn)	0
Class C (Off-Hwy)	0
Class D (Off-Road)	0
Maximum Grade:	6
Wheelbase (in):	209
Overhang (in):	57.10001
Fr Axle to BOC (in):	0.1
Cab to Axle (in):	208.9
Cab to EOF (in):	266.0
Overall Comb. Length (in):	324

Special Req.

United States Registry

Approved by: _____ **Date:** _____

Note: All sales are F.O.B. designated plant of manufacture.

PACCAR FINANCIAL

Ask your dealer for a quote today, or visit our website @ www.paccarfinancial.com.

PACCAR Financial offers innovative finance. lease and insurance programs customized to meet your needs.

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed:	7/20/2016 5:58:54 PM	*Complete*	Model Number:	Model 320
Effective Date:	Jan 1, 2016		Quote/DTPO/CO:	Q45726533
Prepared by:	Carlos L Arreola		Version Number:	32.20

Rush Truck Centers of NM Inc. A269
6521 Hanover Road NW

Albuquerque, New Mexico United States 87121
Phone: (800) 357-6643
Fax: (505) 839-3697
Email: arreolac@rush-enterprises.com

City of Las Vegas
1700 N. Grand Ave.

Las Vegas, New Mexico United States 87701
Phone: (505) 429-8379
Fax:
Contact Email: ajiron@ci.las-vegas.nm.us
Prepared for: Alvin Jiron

Data	Code	Description	Weight
Base Model			
0003201	O	**Model 320**	16.060
0091180	O	**Refuse, Scrap**	0
0093035	O	**Refuse/On-Highway** Truck or tractor which hauls refuse, recycled material, etc. Includes roll-on/roll-off container movement. as well as hauling refuse from transfer stations to. but not into. landfills.	0
0095360	O	**Commercial Front Loader**	0
0098170	O	**United States Registry**	0
Configuration			
0200699	O	**Other** Secondary Manufacturer (Specify by narrative) N02000 TBD	0
Frame & Equipment			
0514160	O	**10-3/4in Steel Rails 306-342in** 10.75x3.5x.375 Dimension, 2.136.000 RBM: Yield Strength: 120.000 psi. Section Modulus: 17.8 cubic inches. Weight: 1.74 lbs/inch pair	146
0601500	O	**Full Steel Inner Liner**	651
0644090	S	**EOF Square without Xmbr** For use with body builder installed crossmember.	0
0651090	S	**Omit Rear Mudflaps and Hangers**	0
Front Axle & Equipment			
1011360	S	**Dana Spicer D2000F 20,000 lb, 3.5in Drop** Factory front axle alignment to improve handling & reduce tire wear. Zerk fittings on tie rod ends. king pins, & draglink ball joints for ease of maintenance & help extend service life of components. Cognis EMGARD® FE 75W-90 synthetic axle lube provides over 1% fuel economy improvement. Reduces wear & extends maintenance intervals. resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions & withstand the stress from high temperatures. extending component life.	0
1114040	O	**Taper Leaf Springs, Shocks 23,000 lb** Standard with Heavy Resistance Shocks.	410

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed:	7/20/2016 5:58:54 PM	***Complete***	Model Number:	Model 320
Effective Date:	Jan 1, 2016		Quote/DTPO/CO:	Q45726533
Prepared by:	Carlos L Arreola		Version Number:	32.20

Data	Code	Description	Weight
1243020	S	**Power Steering Sheppard SD110 Dual** For use with 22.000 lb. axle ratings. Glidekote splines on steering shaft extend service life of components.	40
1354850	S	**PHP10 Iron PreSet PLUS Hubs-Air Disc**	0
1354870	S	**Severe Service Disc Brake Rotor** For refuse applications	59
1380230	S	**Dana Spicer5in Drop IPO 3.5in, Front Axle**	0
1380290	S	**Air Disc Front Brakes** Complies with reduced stopping distance regulations.	0
Rear Axle & Equipment			
1523340	S	**Dana Spicer D46-170 46,000 lb** Interaxle diff lock air rocker occupies space of one gauge. Laser factory axle alignment to improve handling & reduce tire wear. Magnetic rear axle oil drain plug captures & holds any metal fragments in drive axle lube to extend service life. Parking brakes on all drive axles for optimal performance. Cognis EMGARD® FE 75W-90 synthetic axle lube provides over 1% fuel economy improvement. Reduces wear & extends maintenance intervals. resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions & withstand the stress from high temperatures. extending component life.	0
1616300	S	**PHP10 Iron PreSet PLUS Hubs**	0
1632650	S	**Long Stroke Parking Brakes, Drive Axle(s)**	0
1680440	O	**Refuse Service Brakes, Steer And Drive Axles**	0
1680450	O	**Rear Brake Camshaft Reinforcement**	9
1680460	O	**Heavy Wall, Drive Axle(s)**	88
1680480	O	**Wide Track, Single & Tandem Drive Axle(s)** Rear width may exceed 102 inches. Verify operating restrictions and body installation.	29
1680500	S	**SBM Valve** Full trucks require a spring brake modulation (SBM) system for emergency braking application. This system requires an SBM valve and a relay valve with spring brakes on the rear axles. The SBM valve allows the foot valve to operate the rear axle spring brakes if a failure exists in the rear air system.	0
1682710	O	**Anti-Lock Braking System (ABS) 6S6M** ABS-6. Includes air braking system.	35
1684200	S	**Synthetic Axle Lubricant All Axles** Peterbilt heavy duty models include Fuel Efficient Cognis EMGARD FE75W-90 which provides customers performance advantages over current synthetic lubricants with reduced gear wear and extended maintenance intervals. resulting in increased uptime. In addition, the lubricant provides improved fluid flow to protect gears in extreme cold conditions and withstand the stress from high temperatures. extending component life.	0

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed:	7/20/2016 5:58:54 PM	***Complete***	Model Number:	Model 320
Effective Date:	Jan 1. 2016		Quote/DTPO/CO:	Q45726533
Prepared by:	Carlos L Arreola		Version Number:	32.20

Data	Code	Description	Weight
1687010	O	**Bendix Air Cam Rear Drum Brakes 16.5x7** Includes Automatic Slack Adjusters & Outboard Mounted Brake Drums.	0
1704560	O	**Ratio 4.56 Rear Axle**	0
1824240	O	**Hendrickson Haulmaax HMX460 46,000 lb, 54in Axle** Spacing. 60K Creep Rating	-15

Engine & Equipment

2057618	O	**ISX12 385R 385@1800 GOV@2100 1450@1100** Refuse Service (2013 Emissions) Includes aluminum flywheel housing. Chevron Delo LE SAE 10W30 engine oil is specially formulated for new low emissions engines. Magnetic engine oil drain plug captures and holds any metal fragments in engine oil to extend service life. N21320 N205 120..Standard Maximum Speed Limit [LSL] N21330 N207 0....Expiration Distance N21340 P112 120..Hard Maximum Speed Limit N21350 P001 75...Maximum Accelerator Pedal Vehicle Speed N21360 P110 0....Accelerator Lower Droop N21370 P059 75...Maximum Cruise Speed N21380 P111 0....Cruise Control Lower Droop N21400 N203 252..Reserve Speed Function Reset Distance N21410 N202 0....Maximum Cycle Distance N21420 N206 10...Maximum Active Distance N21430 N201 0....Reserve Speed Limit Offset N21440 P015 Yes..Engine Protection Shutdown N21450 P026 Yes..Gear Down Protection N21460 P046 1400.Max PTO Speed N21470 P062 No...Cruise Control Auto Resume N21480 P068 No...Auto Engine Brake in Cruise N21500 N209 0....Expiration Distance N21510 P520 Yes..Enable Idle Shutdown Park Brake Set N21520 P030 5....Timer Setting N21530 P233 Yes..Enable Impending Shutdown Warning N21540 P234 60...Timer For Impending Shutdown Warning N21550 P516 35...Engine Load Threshold N21570 P031 No...Idle Shutdown Manual Overrule N21590 P230 Yes..Enable Hot Ambient Automatic Overrule N21610 P172 40...Low Ambient Temperature Threshold N21620 P173 60...Intermediate Ambient Temperature Threshold N21630 P171 80...High Ambient Temperature Threshold	1.030
2091310	O	**Engine Idle Shutdown Timer Disabled**	0
2091315	O	**Enable EIST Ambient Temp Overrule**	0
2091372	O	**Eff EIST NA Expiration Miles**	0
2091640	O	**Effective VSL Setting NA**	0
2140200	O	**CARB Engine Idling Compliance** PACCAR PX-7. PX-9 and MX. Cummins ISL. ISM and ISX diesel engines will include the required factory installed serialized sticker on the drivers door to identify them as meeting the NOx idling standard.	0
2513060	S	**PACCAR 160 Amp Alternator, Brushed**	0

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed:	7/20/2016 5:58:54 PM	***Complete***	Model Number:	Model 320
Effective Date:	Jan 1, 2016		Quote/DTPO/CO:	Q45726533
Prepared by:	Carlos L Arreola		Version Number:	32.20

Data	Code	Description	Weight
2521090	O	**Immersion Type Block Heater 110-120V** Standard location is center left hand under cab and includes a weather-proof cover that protects the receptacle. This pre-heater keeps the coolant in the engine block from freezing when the engine is not running.	2
2522050	S	**PACCAR 12V Starter**	0
2538040	S	**3 PACCAR Premium 12V Dual Purpose Batt 2100 CCA** Threaded stud type terminal. Stranded copper battery cables are double aught (00) or larger to reduce resistance.	0
2539740	O	**Kissling Battery Disconnect Switch** Mounted on battery box	3
2621000	S	**2-Speed Fan Clutch For Frequent Start/Stops**	0
2723210	S	**18.7 CFM Air Compressor** Furnished on engine. Teflon lined stainless steel braided compressor discharge line.	0
2812020	O	**C-Brake By Jacobs, ISX12, ISX12-G** Includes 2 switches: A 2-position on/off engine switch. As well as a 3-position up. down. hold range selector switch.	0
2922050	O	**PACCAR Fuel Filter/Water Separator, 12V Heated** With water in fuel (WIF) sensor. In addition to the fuel filter supplied with the engine.	0
3010400	O	**Engine Protection Shutdown** Includes oil pressure. oil temperature. coolant temperature. and intake manifold temperature.	0
3114270	S	**High Efficiency Cooling System** Cooling module is a combination of steel and aluminum components, with aluminum connections to maximize performance and cooling capability. Silicone radiator & heater hoses enhance value. durability. & reliability. Constant tension band clamps reduce leaks. ClimaTech extended life coolant extends maintenance intervals which reduces maintenance costs. Anti-freeze effective to -30 degrees F helps protect the engine. Low coolant level sensor warns of low coolant condition to prevent engine damage. Radiator Size by Model: 587: 1330 sq in. 579/367 FEPTO 1325 sq in. 567/365/367: 1440 sq in. 384/386: 1301 sq in. 365 FEPTO: 1184 sq in. 389/367 HH: 1669 sq in. 348: 1000 sq in. 320: 1242 sq in.	0
3120450	S	**Stainless Steel Grille**	0
3261980	S	**Heavy Duty Air Cleaner** Molded rubber air intake connections with lined stainless steel clamps seal to prevent contaminants in air intake.	0
3365080	S	**Exhaust Vertical LH** DPF/SCR transverse mounted.	0
3387500	O	**48in Ht, 5in Dia Chrome, Clear Coat Standpipe(s)**	8

Transmission & Equipment

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed:	7/20/2016 5:58:54 PM	***Complete***	Model Number:	Model 320
Effective Date:	Jan 1, 2016		Quote/DTPO/CO:	Q45726533
Prepared by:	Carlos L Arreola		Version Number:	32.20

Data	Code	Description	Weight
4052420	O	**Allison 4500 RDS-P Transmission, Gen 5** Rugged Duty Series. Includes Rear Transmission Support, TranSynd Transmission Fluid, and Water Oil Heat Exchange. Also includes features that monitor the transmission fluid, filter and clutch condition. Will display percent life remaining for the transmission fluid, filter and clutches on the shift selector. This information may be displayed using the Mode and Up and Down buttons. A wrench icon will also be included to indicate when the transmission fluid, filter or clutches need servicing. (Suited for vehicles operating on/off highway and/or requiring PTO operation) Forward Ratios: 1st-4.70, 2nd-2.21, 3rd-1.53, 4th-1.00, 5th-0.76, 6th-0.67 / Reverse Ratios: DR-(5.55)	365
4210200	S	**1760 HD Driveline, 1 Midship Bearing**	0
4250720	O	**Allison FuelSense Not Desired**	0
4256020	S	**Console Mounted Push Button Shifter** Allison transmissions	0
4256350	O	**Allison RDS Auto Neutral AK** Single steer LH or RH. Add Code 4540940 if plumbed to flip valve to actuate service brakes is desired.	0
4256740	O	**Allison 6-Speed Configuration, Wide Ratio Gears** Allison 4500 Transmission Only	0

Air & Trailer Equipment

4510760	S	**Bendix AD-IS EP Air Dryer with Heater** Extended Purge (for use with higher air consumption applications). An integrated system air dryer that incorporates the functions of the air dryer, purge reservoir (which increases the drying capacity), wet air tank, pressure relief valve, single check valves, and pressure protection valve for air susp and other air accessories. Includes easy-to-service spin-on dessicant cartridge.	0
4520420	O	**Berg Pull Cord Drain Valve(s) - All Air Tanks**	0
4540420	S	**Nylon Chassis Hose**	0
4543320	S	**Steel Painted Air Tanks** All air tanks are steel with painted finish except when Code 4543330 Polish Aluminum Air Tanks is also selected (then exposed air tanks outside the frame rails will be polished aluminum). Peterbilt will determine the optimal size and location of required air tanks. Narratives requesting a specific air tank size or location will not be accepted for factory installation. See ECAT to determine number or location of air tanks installed.	0

Tires & Wheels

5068590	O	**FF: BR 20ply 315/80R22.5 M860A** Diameter = 42.8 inches; SLR = 19.9 inches	-4
5167310	O	**RR: BR 14ply 11R22.5 M843** Diameter= 42.5 inches; SLR= 19.9 inches	200
5190008	O	**Code-rear Tire Qty 08**	0
5220520	O	**FF: Alcoa 89U637 LVL1 22.5X9.00 Alm Wheel** Pilot mount. Ultra ONE wheels with MagnaForce alloy.	-70

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed:	7/20/2016 5:58:54 PM	***Complete***	Model Number:	Model 320
Effective Date:	Jan 1, 2016		Quote/DTPO/CO:	Q45726533
Prepared by:	Carlos L Arreola		Version Number:	32.20

Data	Code	Description	Weight
5320410	O	**RR: Alcoa 885657 LvL1 PLT 22.5X8.25** Aluminum wheel severe service.	-272
5390008	O	**Code-rear Rim Qty 08**	0
Fuel Tanks			
5556100	O	**26in Aluminum 70 Gallon Fuel Tank LH BOC** Paddle handle filler cap with threadless filler neck. Top draw fuel plumbing reduces chance of introducing air into the fuel system during low fuel level conditions due to the central placement of fuel pickup tube. Wire braid fuel lines increase durability & reduce potential for leaks.	11
5606070	O	**Location LH BOC Rear-Most 70 Gallon**	0
5650490	S	**Fuel Cooler** Required with single fuel tank.	0
5652890	O	**DEF Tank Mounted LH BOC** Models 210, 220 and 320 mounted LH cab fender.	0
5652990	O	**Standard DEF To Fuel Ratio 2:1 Or Greater**	0
5655069	S	**DEF Tank 520/320**	0
Battery Box & Bumper			
6010220	O	**Aluminum Battery Box LH Fender Mounted**	0
6121700	S	**Steel Bumper Channel Painted** Includes two front tow eyes with pins.	0
6132420	O	**4-7/8in Bumper Extension, Without FEPTO**	31
Cab & Equipment			
6501080	S	**53in LCF ProBilt Cab LH Drive** Includes steel frames with alum and fiberglass panels, all alum doors, dual door stops, door locks, tinted safety glass thru-out, cab and door mounted entry grab handles, 65 degree hydraulic tilt, stainless steel grille, dual rear cab fenders, service module BOC (cab tilt pump, oil fill and dipstick, coolant fill and check, fluid fill and dipstick for auto trans), door mounted armrests, power windows, full insulation, rubber floor mats, ergonomic center control console, removable instrument panel, Driver Information Display, LED backlit gauges, pull down windshield sunshade, 16in steering wheel with integrated hom button, tilt/telescopic adjustable column, over-door storage, driver and passenger side cup holders, USB charging port and 12VDC charging outlet, header includes HVAC controls and 12V power connection behind header cover, rear cab corner windows, 18in bolt-on step each side, self-canceling tum signals and front directional and side mounted turn signals	0
6800500	S	**4.5 Inch Rubber Flares on Cab** and Wheel Well Fenders	0
6914130	O	**Sears C2 Driver Seat**	0
6921720	S	**Peterbilt Passenger Seat**	0
6939400	O	**Air Ride Driver**	0

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed:	7/20/2016 5:58:54 PM	***Complete***	Model Number:	Model 320
Effective Date:	Jan 1, 2016		Quote/DTPO/CO:	Q45726533
Prepared by:	Carlos L Arreola		Version Number:	32.20

Data	Code	Description	Weight
6939430	O	**Mid Back Driver**	0
6939470	S	**Vinyl Driver**	0
6939510	S	**Non-Air Ride Passenger**	0
6939540	S	**Low Back Passenger**	0
6939570	S	**Vinyl Passenger**	0
7000000	S	**Gray Interior Color** Includes ABS gray headliner & rear cab panel, gray vinyl engine tunnel cover.	0
7001520	S	**Adjustable Steering Column - Tilt/Telescope**	0
7001620	S	**Steering Wheel with Peterbilt Logo** Steering Wheel with embossed Peterbilt logo over horn button.	0
7040020	O	**Diamond Plate Floor Covering on Driver side floor** in place of Rubber Mat. In Dual Steer application RH Diamond Plate covering is standard. Single drive applications the Diamond Plate is optional.	6
7220130	S	**Rear Window Back of Cab Standard Tint** 18.5in X 54in	0
7230350	S	**Two Piece Flat Windshield**	0
7322010	O	**Combo Fresh Air Heater/Air Conditioner** With radiator mounted condenser, dedicated side window defrosters, Bi-Level Heater/Defroster Controls, 54,500 BTU/HR, and silicone heater hoses.	4
7330920	O	**(2) Defroster Fan On Rear Header**	0
7410040	O	**Outside Sunvisor - Stainless Steel** Not available with 2.1M high roof sleeper.	4
7561260	S	**Black LH/RH Tri-plane Mirrors, Heated,** Motorized, Mounted to Doors. Features: Heated on All Three Surfaces, Upper/Lower Mirrors are Convex and Middle is a Flat Pane Motorized Mirror. Right Click on Option and Select Picture to See a Picture of the Mirror.	0
7610020	S	**(1) Air Horn 15in Painted** Mounted under cab.	0
7725715	O	**ConcertClass Without CD, Includes BT Phone and** Audio, AM/FM, WB, USB and MP3.	10
7725740	O	**Midlevel Speaker Package For Cab** (4) Speakers	6

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed:	7/20/2016 5:58:54 PM	***Complete***	Model Number:	Model 320
Effective Date:	Jan 1, 2016		Quote/DTPO/CO:	Q45726533
Prepared by:	Carlos L Arreola		Version Number:	32.20

Data	Code	Description	Weight
7788055	O	**SmartLINQ Remote Diagnostics** SmartLINQ is Peterbilt's proprietary remote diagnostics service which monitors the engine and aftertreatment for diagnostic codes providing real-time code analysis maximizing vehicle uptime and strengthening the fleets partnership with their dealer. SmartLINQ provides fault coverage for over 800 codes, a customizable email notification for 116 codes plus a web portal to manage your entire fleet included at no additional charge. SmartLINQ is compatible with any telematics system and doesn't require a specific fleet management system. For those whose customers utilize PeopleNet, the pre-wire with remote diagnostics will provide a more integrated solution utilizing the existing SmartLINQ modem. For those whose customers utilize other fleet services products, the existing pre-wire option for the other fleet service devices will continue to be available.. SmartLINQ is standard with MX-13 engines and available on the models 587,579,567,389,367 and 365.	0
7851330	O	**Cab Tilt Pump Air Assist**	0
7851480	S	**Peterbilt Electric Windshield Wipers** With Intermittent Feature.	0
7900090	O	**Triangle Reflector Kit Shipped Loose**	13
7900970	S	**Backup Alarm Wiring To EOF**	0
8011225	O	**Axle Temperature Gauges, Tandem Drive** Located in Driver Information Display	0
8011395	O	**Engine Oil Temperature Gauge** Located in Driver Information Display	0
8011400	S	**Main Transmission Oil Temperature Gauge** Located in Driver Information Display	0
8021015	O	**Air Application Gauge** Located in Driver Information Display	0
8021380	S	**Air Restriction Indicator** Mounted on air cleaner or intake piping.	0
8071025	O	**Manifold Pressure Gauge** Located in Driver Information Display	0
8071285	O	**Suspension Pressure Gauge** Located in Driver Information Display	0
8110800	S	**Headlights Dual Rectangular Halogen**	0
8120570	S	**(5) LED Clearance With (2) LED Marker Lights** Includes (5) lights mounted on roof of cab and (1) cab side marker light mounted in front of each cab door.	0
8133900	S	**None Furnished Stop/Tail/Backup Lights** Available with Full Truck only. Not available with Tractor.	0

Paint

8500710	O	**Standard Paint Color Selection**	0
8530770	O	**(1) Color Axalta Two Stage - Cab/Hood** Base Coat/Clear Coat N85020 A - L0006EB WHITE - Stand	0

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed:	7/20/2016 5:58:54 PM	***Complete***	Model Number:	Model 320
Effective Date:	Jan 1, 2016		Quote/DTPO/CO:	Q45726533
Prepared by:	Carlos L Arreola		Version Number:	32.20

Data	Code	Description	Weight
		N85500 CAB ROOF L0006EB WHITE - Stand N85200 FRAME N0001EA BLACK N85700 BUMPER N0001EA BLACK	

Shipping Destination

8999990	O	**Shipping Destination** (Specify by narrative attached to option code). In Presentation Information screen add "See Instructions" for the Shipping Destination instead of Dealer code. N89900 RTC-YUMA	0

Options Not Subject To Discount

9408904	O	**Heavy Duty Emissions Surcharge**	0
9408982	O	**Vehicle Layout** Option is not subject to discount. Fleets will be split prior to build so that the charge is applied to only one unit. Quotes will not reflect this.	0

Miscellaneous

9409960	O	**Presentation Created Using Featured Spec** For Model	0

Total Weight 18859

Prices and Specifications Subject to Change Without Notice.

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed:	7/20/2016 5:58:54 PM	***Complete***	Model Number:	Model 320
Effective Date:	Jan 1, 2016		Quote/DTPO/CO:	Q45726533
Prepared by:	Carlos L Arreola		Version Number:	32.20

MCT INDUSTRIES, INC.
7451 PAN AMERICAN FREEWAY, NE
ALBUQUERQUE, NM 87109
TEL: (505) 345-8651 FAX: (505) 345-8659

Quote

7/18/2016
Date

TO: RUSH TRUCK CENTER
Company

CARLOS A.
Quoted To

7182016-RUSHTRUCK
Customer P.O

Address

Year Mfg. Model

City, State, Zip

CITY OF LAS VEGAS, NEW MEXICO
REF

(505) 506-1268 (505) 839-3697
Phone Fax

Terms: Charge/Cash Taxable: Yes/No

arreolac@rushenterprises.com
Email Address

CES CONTRACT # 16-019B-C108-ALL

QTY	ITEM NUMBER	Description	List	Extended
1	2017 AMREP AUTOMATED SIDE LOADER MODEL AMHOASLTPO-19 MOUNTED ON YOU R 3-AXLE CAB & CHASSIS WITH THE FOLLOWING:			
	30-38 CUBIC YARD CAPACITY - FULL PUSH OUT TYPE 19' ELLIPTICAL BODY - PLUS HYDRAULIC HOPPER COVER			
	BODY CONSTRUCTION HARDOX AR450 - 150,000 PSI ABRASION RESISTANT STEEL			
	1/4" HARDOX WEAR PLATES ON PACKER GUIDES			
	DUAL PACKER SYSTEM WITH LOW PACKER BLADE WITH FULL FOLLOWER PLATE			
	AUTOMATED LOADING MECHANISM 108" REACH			
	30-60-90 GALLON CONTAINER CAPACITY			
	TRANSMISSION MOUNTED PTO AND PUMP			
	MODULAR ELECTRICAL SYSTEM WITH PACKER COMPUTER AND DISPLAY			
	SINGLE JOY STICK - CONSOLE MOUNTED AND ONE SET ELECTRIC PUSH BUTTON ARM CONTROLS			
	"PLUG & SOCKET" WEATHER RESISTANT HARNESS SYSTEM			
	LED LIGHTING PACKAGE WITH INTELLI-FLASH AND MID BODY TURN SIGNALS			
	BODY SERVICE HOIST, FIRE EXTINGUISHER AND FLARE KIT MOUNTED IN TOOL BOX, SIDE MOUNTED SHOVEL AND BROOM			
	REAR CAMERA BRACKET WITH STROBE - MCT TO PROVIDE CAMERA SYSTEM			
		PAINT: WHITE TO MATCH CAB		
	OPTIONS	HYDRAULIC HOPPER COVER		$3,592.90
		CAMERA SYSTEM INSTALLED		$1,912.25
		INTELLI-FLASH SERIES 650201 LED FLASHING LIGH AND SWITCH PACKAGE		

	NOTES	CHASSIS MUST BE RECEIVED WITH BACK-UP ALARM AND PROPER WHEELBASE AND CLEAR "CT". TRUCK OEM/DEALER RESPONSIBLE FOR PROGRAMMING AND CONNECTING ELECTRONIC THROTTLE OPERATION (1500RPM)		
		TOTAL		$102,861.95

Delivery Note: _____ By _____

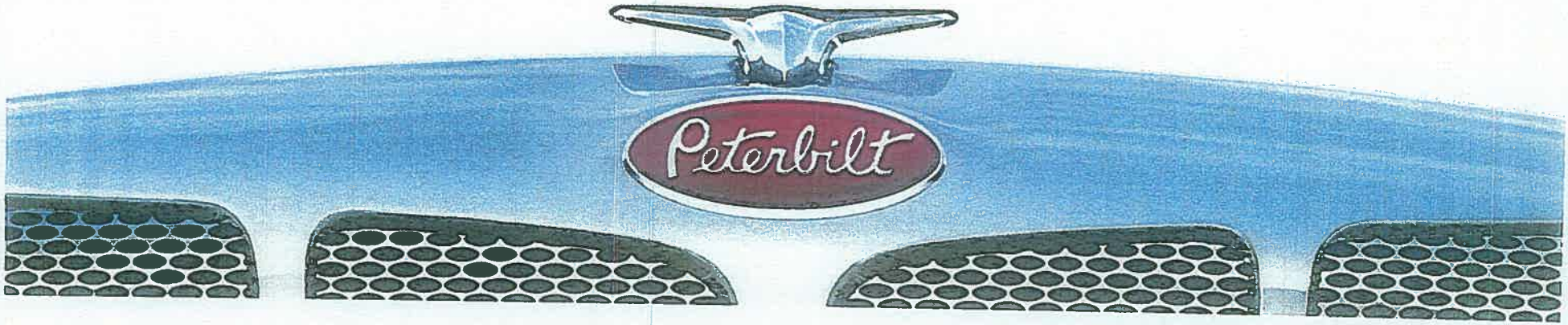
Quotation offered subject to change without notice, and subject to any sales (or other tax or taxes) terms, conditions, or limitations which may be imposed by State and/or Federal Governments.

We thank you for your inquiry and hope to have the pleasure of serving you further.

Date	Vendor	Our P.O.	In Via	Out Via

Model 320

ProBilt Cab Interior



LH/RH Drive Interior Update

Vertical Wipers

Bluetooth Microphone

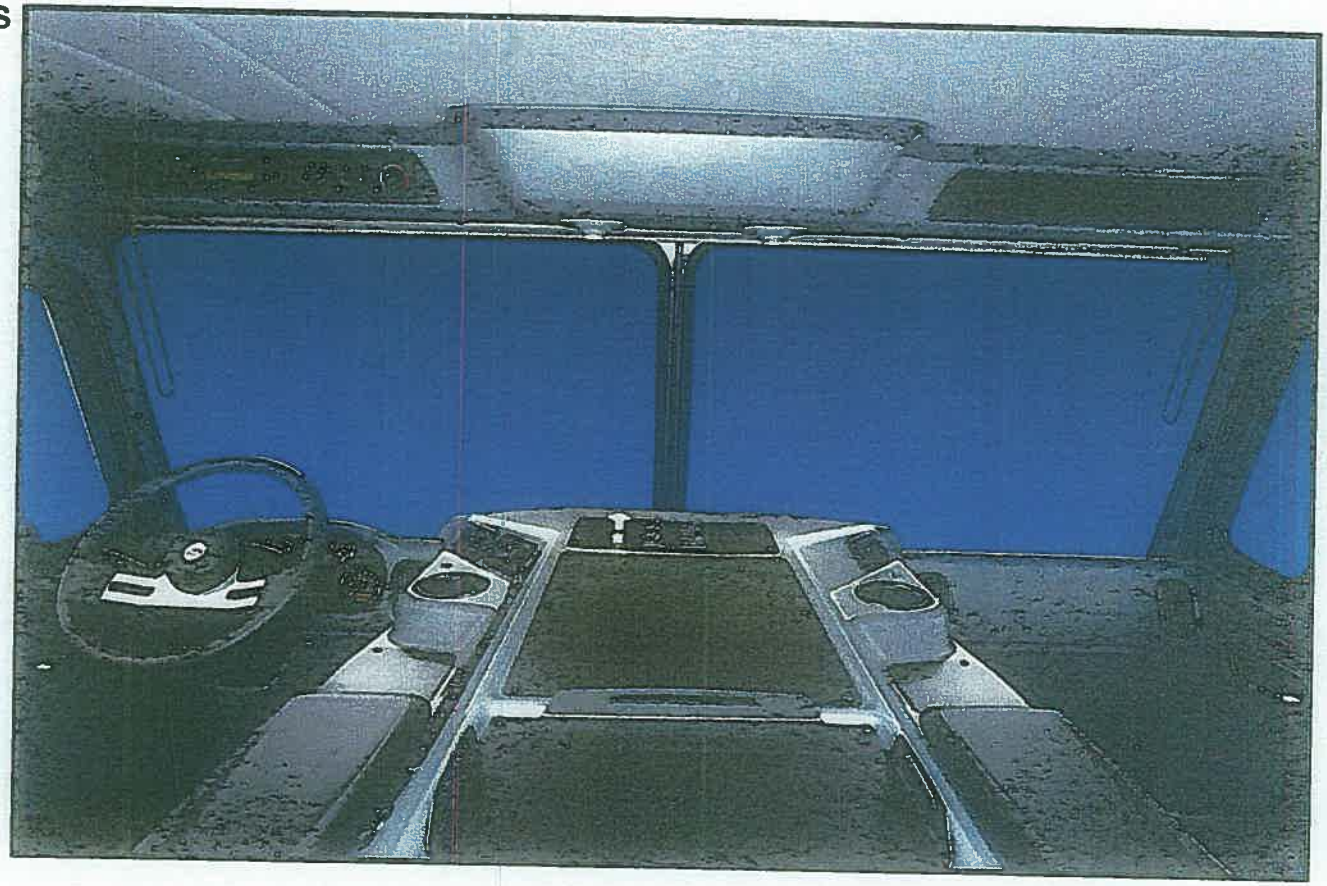
Full Width Sun Shade

LED Interior Lighting

New Steering Wheel

Simplified Dash

Arm Rest Storage



Over Door Storage

Cup Holders

Joystick Mounting Pad

Body Builder Connector

Body Builder Access Panel

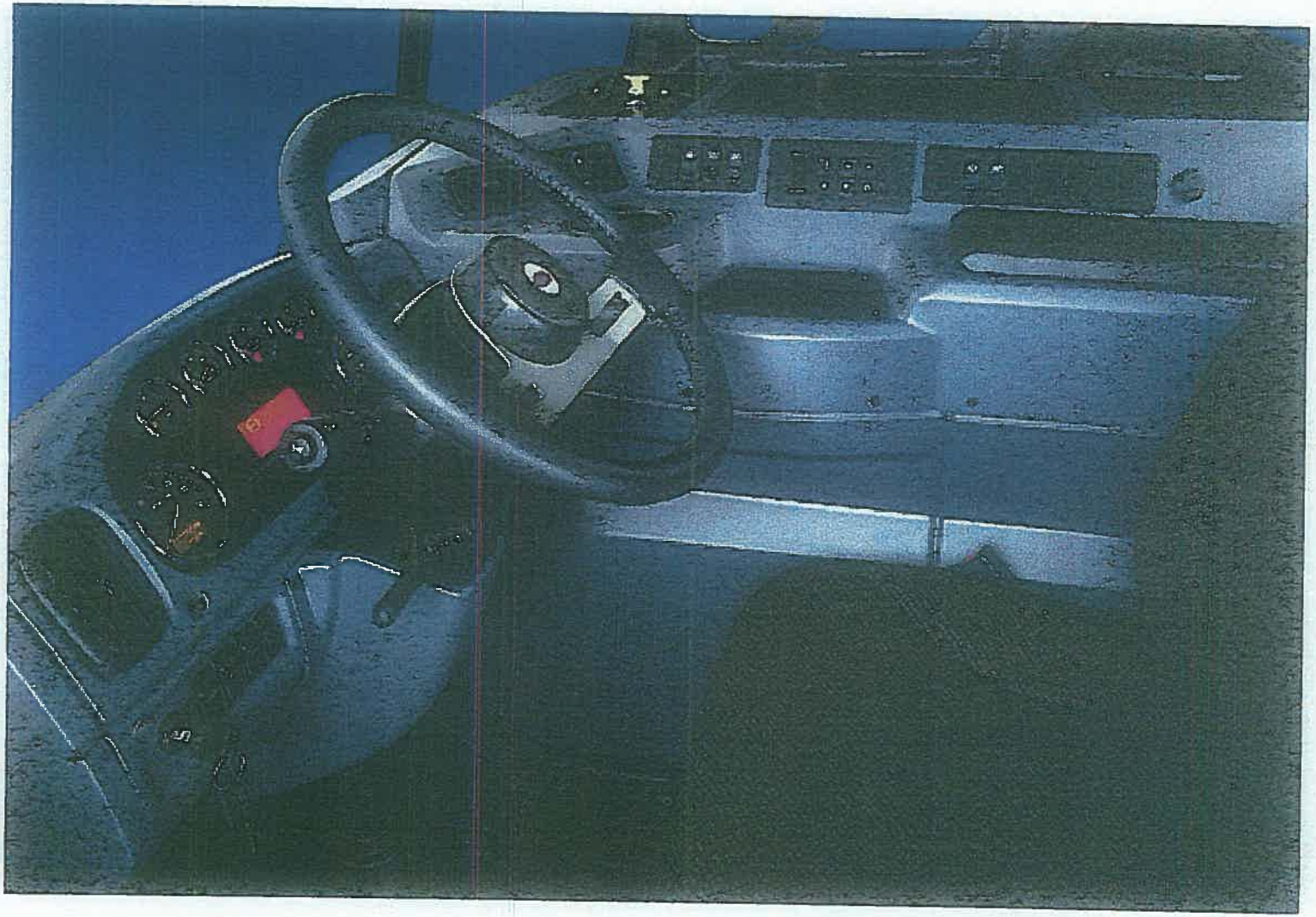
Door Latch Upgrade

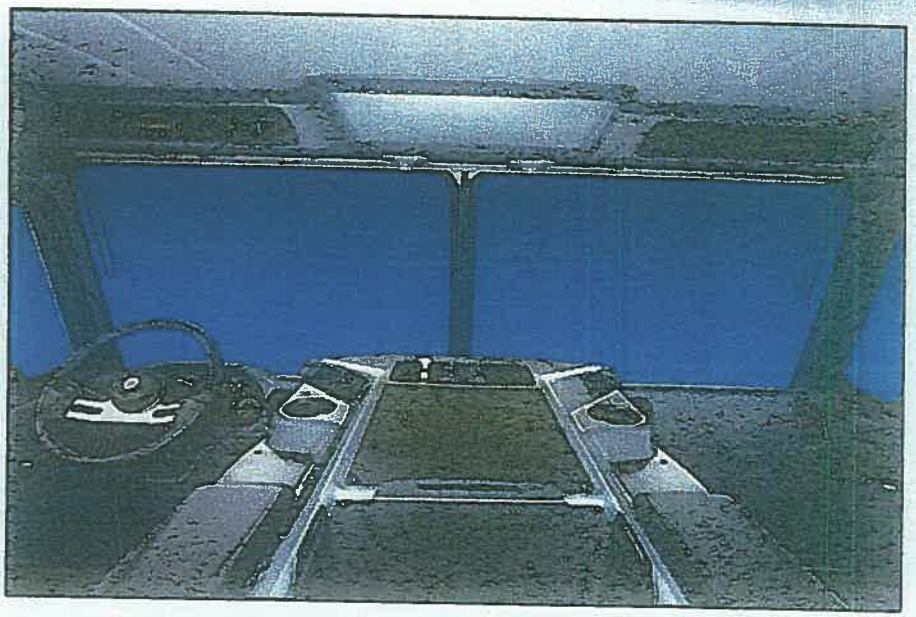
Door Mounted Switches

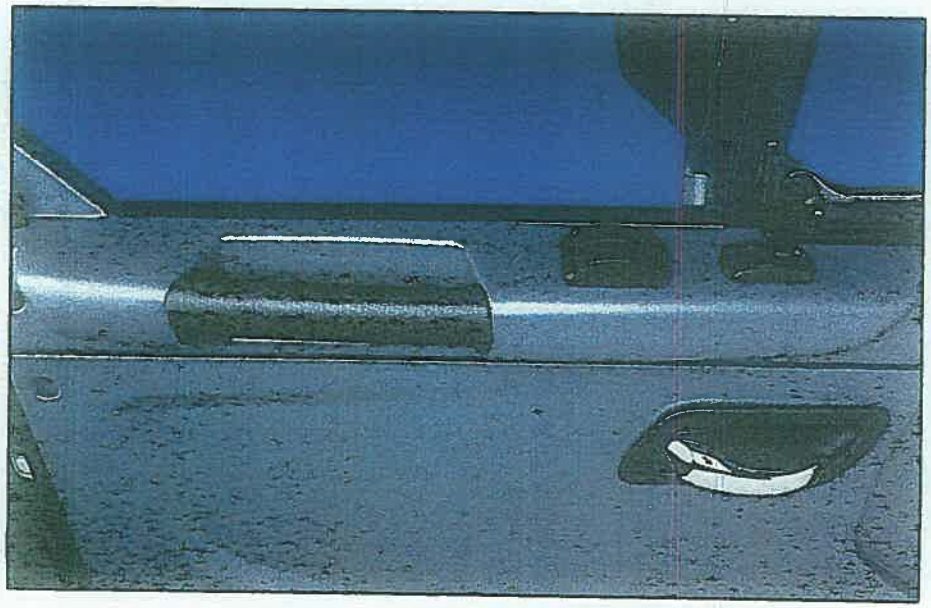
New HVAC & Defrost Ducting

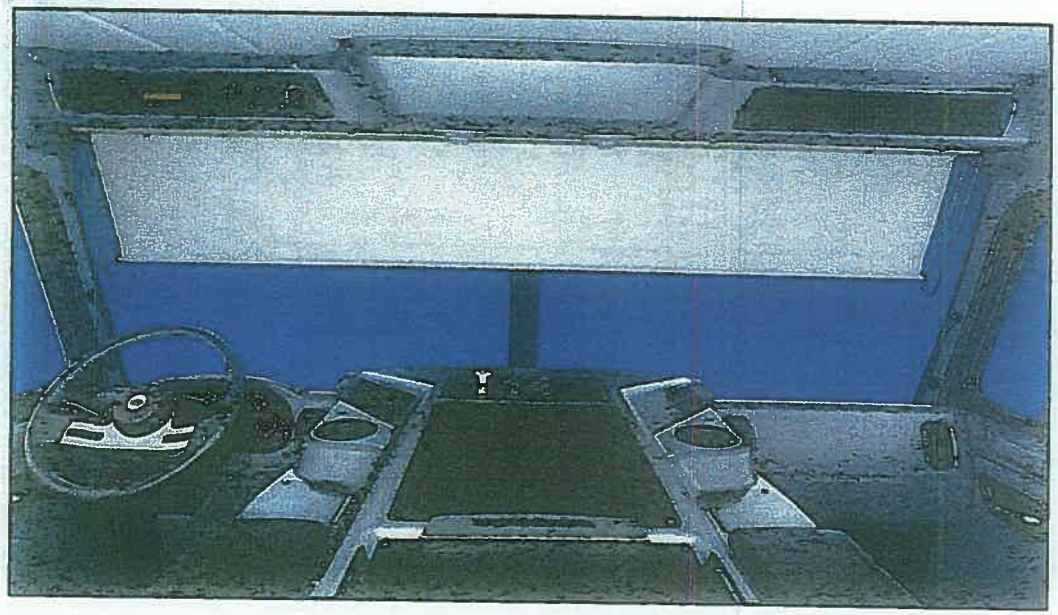
Peterbilt

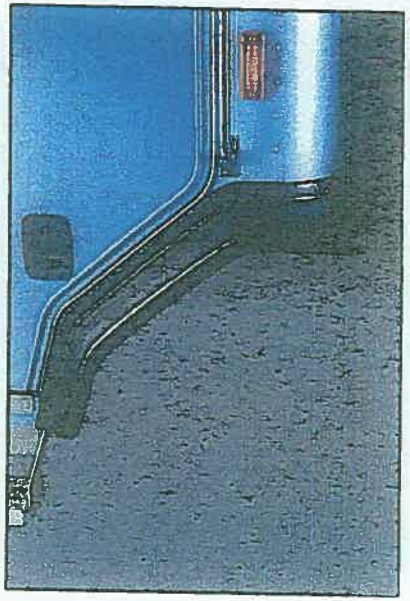
New Interior Update

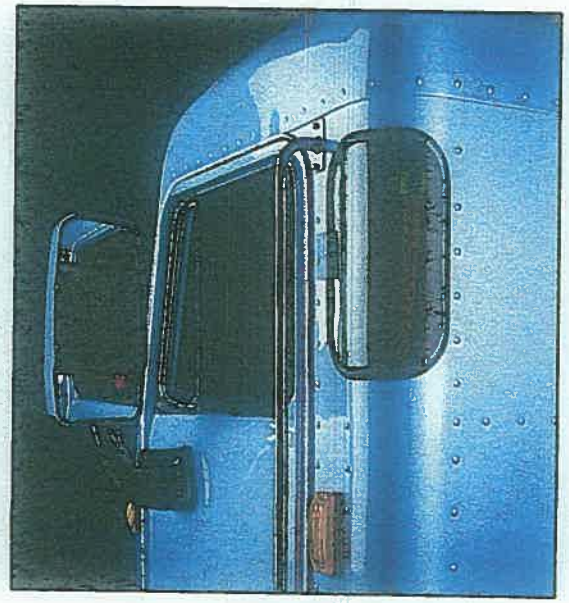


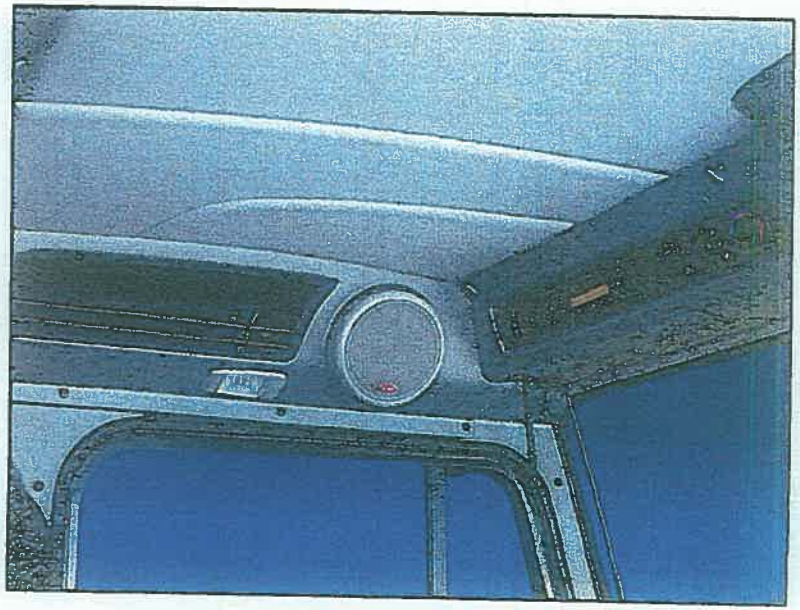












THANK YOU

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 08/08/16 **DEPT:** Utilities Dept. **MEETING DATE:** 8/17/16

ITEM/TOPIC: Award request for proposals #2017-05 for water rights consulting and legal services to Domenici Law Firm P.C.

ACTION REQUESTED OF COUNCIL: Approval / Disapproval to award request for proposals #2017-05 to Domenici Law Firm P.C.

BACKGROUND/RATIONALE: The 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.

Advertised:	07/15/16; Las Vegas Optic, Albuquerque Journal and City Website
Bid Opening:	August 8, 2016
Number of Proposers:	3 – Domenici Law Firm P.C., Mustafa Chudnoff Consulting & Utton & Kery P.A.
Law Firm Chosen:	Domenici Law Firm P.C.
Amount:	To be negotiated.
Budget Line Item:	647-0000-610-7304

STAFF RECOMMENDATION: Approval to award request for proposals #2017-05 to Domenici Law Firm P.C.

COMMITTEE RECOMMENDATION:

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

SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

TONITA GURULE-GIRON
MAYOR

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

RICHARD TRUJILLO
CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

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

Revised 4/20/16

PROPOSAL/BID OPENING

DATE: 8-Aug-2016

OPENING NO.: **2017-05**

TIME: 2:00 PM

DEPARTMENT: UTILITIES

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

ITEM(S): **WATER RIGHTS CONSULTING AND LEGAL SERVICES**

RECEIVED FROM:		AMOUNT		BID BOND	AFFIDAVIT NOTARIZED	CAMPAIGN DISC. FORM
1 Domenici Law Firm P.C.					✓	✓
					✓	✓
2 Mustafa D Chudnoff Consulting LLC					✓	✓
3 Utton & Kery P.A.					✓	✓
4						
5						
6						

	COMPANY REPRESENTATIVE	COMPANY NAME
1	[illegible]	City of Las Vegas / Purchasing
2	Jupe Cupodoca	COLV / Inventory
3	[illegible]	CLV Utilities
4	[illegible]	CLV P/M
5	[illegible]	CLV P/M
6		
7		
8		
9		
10		

(use other side of form when full)

ORIGINALS TAKEN BY: [illegible] Yvette Gonzales 8/8/16

DATE: 8/8/2016

OPENED BY: FINANCE DEPARTMENT

Jupe Cupodoca

DATE: 8/8/16

Water Rights Legal	Maria Gilvarry	Benito Lujan	Marvin Cordova	Shawni Muniz	Total
Vendor/Respondant					
Utton & Kery PA	69	85	76	71	301
Domenici PC	84	97	88	83	352
Mustafa Chudnoff LLC	53	83	74	81	291

REQUEST FOR PROPOSALS

The City of Las Vegas, New Mexico will open Sealed Qualifications/Proposals at 2:00 p.m., Aug 8, 20 16, 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:

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. 2017-05 ; on the lower left-hand comer 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,

RICHARD TRUJILLO, CITY MANAGER

H. CHICO GALLEGOS, CITY ATTORNEY

CASANDRA FRESQUEZ, CITY CLERK

ANN M. GALLEGOS, FINANCE DIRECTOR

JUNE TAFOYA-CORDOVA, PURCHASING OFFICER

Opening No. 2017-05 ~~2016-29~~ DV

Date Issued: 7·12·16

Published: LAS VEGAS OPTIC 7/15/ ,2016
ALBUQUERQUE JOURNAL 7/15/ ,2016
www.lasvegasnm.gov

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 TECHINCAL IRREGULARITY IN THE FORM.

AFFIDAVIT FOR FILING WITH COMPETITIVE PROPOSAL

STATE OF _____ }
} ss
COUNTY OF _____ }

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

_____
Signature

Subscribed and sworn to before me, this _____ day of _____, 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: Aug 8, 2016; 2:00 p.m.; 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: August, 2016. 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 30-4-1, 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. (Section30-24-2 N.M.S.A. 1978) it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. In addition (Section 30-41-1 through 30-413, N.M.S.A. 1978) states that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

RESPONSIBILITY OF 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 proposal this delayed 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.

APPLICATON OF PREFERENCE

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

FEDERAL TAX IDENTIFICATION NUMBER

Pursuant to IRS requirements, offerors shall provide their Federal Tax ID Number if offeror is incorporated. If offeror is a sole proprietorship or partnership, then 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) 8270700 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 Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars ($250) over the two year period.

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

The following definitions apply:

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

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

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(The above fields are unlimited in size) _____

_____ _____
Signature Date

_____
Title (position)

-OR-

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

_____ _____
Signature Date

_____
Title (Position)

REQUEST FOR PROPOSALS FOR LEGAL REPRESENTATION AND LEGAL SERVICES RELATING TO WATER RIGHTS AND PROVISION OF WATER UTILITY SERVICES FOR THE CITY OF LAS VEGAS

The City of Las Vegas, New Mexico is requesting proposals for Water Rights Consulting and Legal Service for City of Las Vegas defined in the scope of work.

A. SCOPE OF WORK

The Offeror shall perform Water Rights Consulting and Legal Services on an as needed basis, as hereafter stated.

The duties shall include the following services:

Offeror will provide Water Rights Consulting and Legal Services in the following areas:

a. Knowledge of New Mexico Water law and water rights administration.
b. Knowledge of issues regarding the administration of the Gallinas River including the Upper Pecos Underground water basin.
c. Knowledge of State Engineer water management regulations.
d. Knowledge of State Engineer administrative hearing, and litigation processes.
e. Negotiation efforts to settling water rights litigation.
f. Perform Water Rights Accounting and advise City personnel on proper daily diversion and water management.
g. Assist and advise the City on potential water rights purchases and leases including applications.
h. General Water Resource Planning and Management.
i. Serve as Technical Expert in Water Rights Hearings.
j. Knowledge of 40 year water development planning.
k. Upper Gallinas Stream Forecasting and Diversion Modeling.
l. Assist and advise the City on adjudicated water rights.
m. Provide other water rights consulting services as needed.

The agreement term will be for one year with the option for renewal up to four years.

1. OFFEROR'S IDENTIFICATION:

State name and address of your organization or 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. PERSONNEL EXPERIENCE:

4. EXPERIENCE IN WATER RIGHTS SERVICES:

The offeror shall demonstrate at least five (5) years experience. Indicate name, address and phone number of past customers and reference individuals who can be contacted regarding the work. Respond to this section as Section E in Offeror's proposal.

5. EXPERIENCE AS A WATER RIGHTS CONSULTANT:

The Offeror shall demonstrate at least five (5) years of proven performance working as a Water Rights Consultant.

6. DOCUMENTATION:

The Offeror shall provide documentation of education, certifications and, qualifications. Respond to this section as Section G in Offeror's proposal.

7. FINANCIAL:

The Offeror shall provide a letter from a financial institution regarding the Offeror's credit rating. Respond to this section as Section I in Offeror's proposal.

8. ADDITIONAL INFORMATION:

Describe any exceptions and/or clarifications to this Request for Proposals. Also include any additional information you believe to be pertinent to the proposal but not requested elsewhere. Respond to this section as Section K in Offeror's proposal.

9. NOTE:

Number of pages should not exceed a total of 25. Submit one (1) original and five (5) copies of all Proposal documents.

10. WITHDRAWAL OF PROPOSAL:

A Proposal may not be withdrawn or canceled 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.

11. OFFERORS INTERESTED IN MORE THAN ONE PROPOSAL:

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. OPENING OF PROPOSAL:

Offerors are invited to be present at the opening of the Proposal. All Proposals shall be made and received with the understanding that the Offeror accepts the terms and conditions contained in these Contract Documents referred to herein.

13. COMPARISON OF PROPOSALS:

City of Las Vegas shall appoint a selection committee to review and evaluate the proposals submitted for this project. Offerors should be prepared to respond to requests by the selection committee for oral presentations, site visits, and interviews with key employees and other areas deemed necessary to assist in the evaluation process. The selection committee may, at its option, interview some or all Offerors submitting valid proposals. The committee shall, on the basis of the proposal and the interviews, rank the Offerors for recommendation of award to the City Manager and the Las Vegas City Council.

The following criteria shall be used by the selection committee in evaluating and ranking the proposals and making a recommendation for award. The proposals shall be rated on a scale of 1-100 by each evaluator with maximum points per category as shown below:

1. Personal/Personnel Experience: NM water law, water rights, management regulations and water rights accounting, Surface water diversion and reservoir management ability..... 30%

2. Capacity and Capability: Offerors willingness, capacity and capability to perform the scope of work with such factors as project approach control of costs, quality of work, and meeting deadlines.....15%

3. Past Record of Performance and Familiarity with Water Rights services, provide a summary of three related projects itemized in item number 1 above, including contact information:.....15%

4. Familiarity with the Gallinas and Las Vegas area in which the work will be performed.....30%

5. Proximity to Las Vegas New Mexico.....10%

14. AWARD OF CONTRACT:

The Owner reserves the right to delay awarding of the Contract up to 60 days after the scheduled opening and the privilege of rejecting all proposals and not making an award. Awarding of Proposal shall be made to the responsible Offeror whose Proposal best meets the specifications. In awarding the Contract, the Owner shall determine, at his discretion, whether

an Offeror is qualified to perform the Contract, and whether it is to the interest of the Owner to accept the offer. The City of Las Vegas reserves the right to make multiple awards on professional services proposals.

15. BONDS:

The successful offeror will be required to furnish a Performance Bond, 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.

16. INSURANCE CERTIFICATE:

The Offeror must at all times hold General Liability insurance of at least $1,000,000.00 per occurrence with a $2,000,000.00 aggregate 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 the Contract.

The successful Offeror will be required to furnish insurance certification for the insurance required.

17. CONTRACTUAL TERMS:

The following contractual terms will be included in any Contract entered into by the City of Las Vegas and the consultant selected.

a. Funding

This solicitation is subject to the availability of funds to provide this service. 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.

b. Term

1. The term of this agreement shall be for a period of one (1) year. Due to the need for a continuity of the contractual services, the term may be extended from year to year for a maximum of four (4) years. Sixty (60) days prior to the end of each year of the agreement, City may, without stating a cause, give notice of its intention to terminate the contract.

21. EXECUTION OF CONTRACT:

The Contract, Performance Bond and Labor and Material Payment Bond shall be executed in four (4) 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- 0wner
3- Bonding Company

22. CONTRACT DOCUMENTS:

The complete Contract Documents will include the following:
(1) Notice to Offerors
(2) Instructions and Information for Offerors
(3) Proposal
(4) Cost
a) Breakdown pricing for lodging
b) miles traveled, travel time, misc. travel expense,

(5) Contract Agreement
(6) Performance Bond
(7) Labor and materials Payment Bond
(8) General conditions and Provisions of the Scope of Service
(9) Safety Requirements, insurance certificates, and Contractor's bonds, all of which are bound together.

23. CITY OF LAS VEGAS BUSINESS LICENSE:

The successful Offeror shall be required to obtain a business license from the City of Las Vegas before commencing work on the project.

24. DOCUMENTS TO SUBMIT WITH PROPOSAL:

Each Offeror shall submit one (1) original and five (5) copies of the following documents:

A. Proposal
B. Offeror Information Form
C. List of Subcontractors
D. Contractor's Bonds
E. Campaign Contribution Disclosure Form
F. Cost
1) Breakdown pricing for lodging
2) miles traveled, travel time, misc. travel expense,

EVALUATION SHEET

OFFERORS:
Proposal must address each of the following criteria.

EVALUATOR: _____ DATE: _____

RATING SHEET FOR:
Water Rights Consulting Services

Offeror:_____

ITEM	POSSIBLE POINTS	POINTS AWARDED
RFP – WATER RIGHTS CONSULTING SERVICE		
1. Personal/Personnel Experience	30	
2. Capacity and Capability	15	
3. Past Record of Performance	15	
4. Familiarity with the City of Las Vegas and land use regulations	30	
5. Proximity to Las Vegas New Mexico	10	
TOTAL	**100**	

Pete V. Domenici, Jr.
pdomenici@domenicilaw.com

Reed Easterwood
reasterwood@domenicilaw.com

DOMENICI LAW FIRM, P.C.
ATTORNEYS AT LAW
320 Gold Avenue SW
Suite #1000
Albuquerque, New Mexico 87102
-
(505) 883-6250 Telephone
(505) 884-3424 Facsimile

Lorraine Hollingsworth
lhollingsworth@domenicilaw.com

Jeanne Cameron Washburn
jwashburn@domenicilaw.com

RECEIVED
AUG 08 2016
CITY OF LAS VEGAS
PURCHASING DEPT.
2:00pm

August 4, 2016
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. 2017-05

Dear Sir or Madam:

The following information is provided in response to the City of Las Vegas, New Mexico Request for Proposal for Water Rights Consulting and Legal Services, Opening No. 2017-05, on behalf of the Domenici Law Firm, P.C.

1. Offeror's Identification (Section A):

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 organzied 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, or Sylvia Rudy, Legal Assistant, as needed. 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.

2. Domenici Law Firm Attorneys and 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. 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 represented clients in high value, high stakes environmental and natural resources projects. These clients include the Waste Isolation Pilot Plant (WIPP), Los Alamos National Laboratory (LANL), and the New Mexico CAP Entity. The Firm represented WIPP and LANL before the New Mexico Environment Department (NMED) in complex, extensive regulatory actions that resulted in the successful modification of their hazardous waste permits. The permits are crucial to the operation of both entities. The WIPP permit modification was strongly opposed by a number of stakeholders and the Firm actively participated in a multiple week negotiation process with NMED and the stakeholders that resulted in an agreement on a number of contested issues. After the close of negotiations, the Firm successfully represented WIPP on the remaining issues at a multiple day hearing that resulted in WIPP obtaining a modified permit with the provisions necessary for the operation of the facility. A similar process of negotiation and hearing was followed for the LANL permit.

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.

The Firm's representation includes administrative law practice, negotiations, mediation, litigation and litigation support, appellate practice and government agency violation defense. The Firm has extensive litigation experience in both State and Federal court on water, environmental and natural resources issues including statutory and regulatory issues, environmental defense, and tort litigation. 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 experts witnesses and with the state and federal requirements for *Daubert* (Federal) and *Alberico* (State) witnesses challenges and other critical expert witness issues.

D.L. 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. He 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. He 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, he 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, he 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, he served as a member of the New Mexico Water Quality Control Commission from 2008 through 2014.

3. <u>Experience in Water Rights Services and as Water Rights Consultant (Section E)</u>

D.L. 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 also 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.

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.

Pete Domenici has represented and continues to represent water rights owners in all parts of New Mexico. Mr. Domenici has 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. He 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 has 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 has represented clients in water rights adjudications in basins and sub-basins in both state and federal court. The Firm assists clients in strategic planning for a

variety of water rights, including storage rights. The Firm has experience in negotiating with the Office of the State Engineer, ditch associations and federal agencies, including the Bureau of Reclamation. Mr. Domenici has worked with clients to plan and devleop water storage rights and is familiar with the legal and regulatory requriements for the establishement of storage rights under state law, including the adjudication of such rights. As part of the Red River adjudicaiton, 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 and Ms. Hollingsworth represent the NM CAP Entity which was formed to develop water resources in the Gila River Basin purusant to the federal Arizona Water Rights Act. The Firm is working closely with the various governmental entities that make up the NM CAP Entity, as well as with the the Bureau of Reclamation and the Interstate Stream Commisison. The NM CAP project is complex and involves New Mexico water law, the implementation of federal legislation, up to $150 million in federal funding, long-range strategic water planning, federal environmental and NEPA issues, and investigation into possible water storage options.

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.

The Firm has represented the New Mexico parties to the Globe Equity Decree since 2000. The represenation 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. The Firm has 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.

The Domenici Law Firm regularly works 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.

4. <u>Documentation (Section G)</u>

The following documents are included with this proposal:

- Offeror Information
- Campaign Contribution Disclosure Form

- Representative Water Rights Clients and Related Matters
- The qualifications for Pete Domenici, D.L. Sanders and Lorraine Hollingsworth.
- Proof of Lawyers Professional Liability Insurance maintained by the Firm.
- Letter from New Mexico Bank & Trust

No subcontractors are included as part of this proposal and the Domenici Law Firm does not have contractor's bonds.

5. Financial (Section I)

Please see attached letter from the New Mexico Bank & Trust regarding the Domenici Law Firm.

6. Additional Information (Section K)

The hourly rate for Pete Domenici will be $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.

OFFEROR INFORMATION

OFFEROR: Domenici Law Firm, PC

AUTHORIZED AGENT: Pete Domenici, Jr.

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 TECHINCAL IRREGULARITY IN THE FORM.

AFFIDAVIT FOR FILING WITH COMPETITIVE PROPOSAL

STATE OF New Mexico }
COUNTY OF Bernalillo } ss

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

Signature

Subscribed and sworn to before me, this 4th day of August, 2016.

(SEAL) OFFICIAL SEAL
REED C EASTERWOOD
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 5-5-20

Notary Public Signature
My Commission Expires: 5-5-20

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

The following definitions apply:

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

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

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(The above fields are unlimited in size) _____

_____
Signature

_____
Date

_____
Title (position)

-OR-

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

_____
Signature

8/4/16
Date

President Domenici Law Firm P.C.
Title (Position)

REPRESENTATIVE WATER RIGHTS CLIENTS AND RELATED MATTERS:

Mora Mutual Domestic (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 (Addressing 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 Coop (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)

Other Matters are available upon request.

Water contamination or water development projects – several dozen or more statewide for cities, corporations, individuals and ditch associations/mutual domestic associations or other entities.

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 Since1994

Pete V. Domenici, Jr. has been practicing law since 1986.

Pete's professional experience includes acting as lead counsel in Administrative, State and Federal court matters; water rights adjudications in the Mimbres and Gila rivers; NMED RCRA permits and permit modification involving WIPP and Triassic Park; NMED groundwater discharge, solid waste and other permis; numerous State and Federal compliance orders and enforcement actions; CWA, ESA, NEPA and CERLA litigation; numerous Federal and State court complex litigation cases; land grant and real property litigation; and advising clients on water rights and environmental and natural resource project development strategies.

Pete has been listed in *Best Lawyers in America* for fifteen years running and has been listed in *Super Lawyers Magazine* in the 2013 Southwest Super Lawyers for Top 25 Lawyers in New Mexico.

Presenter: NM State Bar Annual Meeting 2001

- Best Lawyers in America (Environmental Law) 1998 – present
- Super Lawyers (Environmental Law) 2007- present

Professional licenses include:

- NM Bar Admission 1986
  - Federal District Court of NM 1986
  - Tenth Circuit US Court of Appeals 1986
  - D.C. Circuit US Court of Appeals 1990
  - U.S. Court of Claims 1997
  - Ninth Circuit US Court of Appeals 2007

Pete's affiliations, memberships, and presentations include:

- Natural Resource and Environmental Law Section of N.M. Bar Association
- Board Member – WERC, a Consortium for Environmental Education and Technology Development
- Presenter for N.M. Rural Water User Association; State of N.M. Bar; 2001
- "Environmental Law Update" (2003 "Water Rights Strategy")
- NM Water Law Conference Presentation 2014; Kirtland Spill
- NM Water Law Conference Presentation 2015; NM CAP Entity and Water Development on the Gila River

Resume of DL Sanders, Esq.

17 Seton Plaza • Santa Fe, New Mexico 87508 • Phone: 505-412-1112 • E-Mail: esquiperro@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

Environmental, natural resources and water
Legal research and writing
Administrative law practice, major permit actions
Support for major, complex litigation in environmental and corporate areas

Date licensed in New Mexico: 1994 – Member of New Mexico State Bar

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

Experience

Ms. Hollingsworth practices in the areas of environmental, natural resources and corporate law and appellate law. Ms. Hollingsworth provides substantial litigation support for administrative proceedings and for cases in State and Federal district court, including legal research, drafting motions and briefs, preparation of discovery and trial preparation. Ms. Hollingsworth's primary area of practice is environmental, natural resources and water law. Ms. Hollingsworth has been involved in major, complex litigation in the environmental and natural resources areas, both before administrative agencies and in state and federal court. Ms. Hollingsworth has worked with clients and consultants to prepare water rights applications and is familiar with statutory and regulatory provisions related to water rights. She has also participated in major permitting actions before the New Mexico Environment Department and the New Mexico Oil Conservation Division. Ms. Hollingsworth is familiar with state and federal environmental statutes and regulations and has undertaken substantial research and writing in the area of environmental laws and regulations.

Ms. Hollingsworth works with Mr. Domenici in representing a number of clients including municipalities, counties and private entities on water, natural resources and environmental issues. In all of these matters, Ms. Hollingsworth is familiar with reporting to government entities, developing and fulfilling long-term deliverable requirements, and providing acceptable deliverables to clients.

ALPS
Property & Casualty Insurance Company

HOME OFFICE ADDRESS:
111 N. Higgins, Suite 200
Missoula, MT 59802

PHONE:
(800) 367-2577

MAILING ADDRESS:
PO Box 9169
Missoula, MT 59807-9169

LAWYERS PROFESSIONAL LIABILITY INSURANCE 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 POLICY CAREFULLY AND DISCUSS THE COVERAGE UNDER THE POLICY WITH YOUR INSURANCE ADVISOR.

POLICY NUMBER: ALPS5888- 14

Item 1 – Named Insured: Domenici Law Firm, PC
Address: 320 Gold Avenue SW, Ste 1000
Albuquerque, NM 87102

Item 2 – Name of Each Insured Attorney: Retroactive Date
See Attached

Item 3 – Policy Period:
Effective Date: 03/01/2015 12:01 AM at the address stated in Item 1
Expiration Date: 03/01/2016
Loss Inclusion Date: 01/30/1990

Item 4 – Limit of Liability: $3,000,000 *Each Claim
$6,000,000 Aggregate
*This means "all claims arising out of the same, related or continuing professional services."

Item 5 – Deductible: $5,000 Each Claim

Item 6 – Annual Premium: $16,692

Item 7 – Endorsements attached at inception of the policy form: LPL ENH (07-14)

Signature Page NM Amendatory
Excluded Entity(s) Office Sharing Exclusion

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: Mark Rabe
Authorized Representative

Date: February 12, 2015

ALPS
Property & Casualty Insurance Company

The retroactive coverage date applies to each attorney as follows for the Lawyers Professional Liability Insurance (LPLI):

Name	Retroactive Coverage Date
Domenici Jr., Pete	01/30/1990
Easterwood, Reed	04/16/2012
Hollingsworth, Lorraine	10/01/1994
Washburn, Jeanne C.	05/23/1995

NEW MEXICO
BANK & TRUST

August 4, 2016

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 $25,000. 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,

Ryan Jaseph

Business Banking, VP

505-830-8129

PROPOSAL FOR WATER RIGHTS CONSULTING
CITY OF LAS VEGAS

RFP Opening No. 2017-05

Prepared for:

CITY OF LAS VEGAS

Prepared by:

MUSTAFA D. CHUDNOFF CONSULTING, LLC

PO BOX 22972
SANTA FE, NM 87502
(505) 670-2028
mustafa@chudnoffconsulting.com

August 8, 2016

Mustafa D. Chudnoff Consulting, LLC
PO Box 22972
Santa Fe, NM 87502
Voice: (505) 670-2028 - Facsimile: (505) 984-1365 - email: mustafa@chudnoffconsulting.com

RECEIVED
AUG 08 2016
CITY OF LAS VEGAS
PURCHASING DEPT.
2:05 pm

August 8, 2016

Casandra Fresquez, City Clerk
City of Las Vegas
1700 North Grand Avenue
Las Vegas, NM 87701

Subject: Proposal Transmittal Letter – Water Rights Consulting Services (RFP Opening No. 2017-05)

Dear Ms. Fresquez and members of the Evaluation Committee;

Mustafa D. Chudnoff Consulting, LLC (MDCC) is pleased to submit to the City of Las Vegas one original and five copies of this proposal to provide Water Rights Services for the City of Las Vegas Utility Department. Over the past 8 years MDCC has played a role in protecting and enhancing the City's water supply and water rights including:

Water resources planning and management	Dam/storage permitting
Data tracking	Long-range planning
Well permitting	Water loss prevention
Well rehabilitation	Streamflow forecasting

The attached statement of qualifications is provided in support of MDCC's commitment to bring to the City's water rights and water resources management program both *continuity and new perspectives,* in support of all of the hydrologic duties listed in the Scope of Work.

The respondent, MDCC will comply, without *exception* with all of the contract terms and conditions set forth in RFP 2017-05. MDCC's **Federal Tax Identification Number** is 26-3607684, and my **New Mexico Tax Identification Number (CRS)** is 03-140046-00-9.

I look forward to working with the City and supporting its efforts to manage, conserve and secure its water supplies.

Sincerely,

Mustafa Chudnoff, Principal/Owner

Table of Contents

Section A – Offeror's Identification 2
Section B – Personnel Experience & Familiarity with City of Las Vegas 2
B.1 - Key Staff 2
B.2 - Familiarity with City of Las Vegas Utilities System 4
B.3 – Response to Scope of Work 5
Section C– Licenses 11
Section D– Necessary Labor and Equipment 11
Section E– Record of Performance – Water Rights Services 11
Section F– Experience as a Water Rights Consultant 13
Section G - Required Supporting Documents 16
Section H – (no information required) 16
Section I - Financial 16
Section K - Additional Information 17
K.1 - Proximity to Las Vegas New Mexico 17
K.2 - Business registration 17
K.3 - Gross Receipts 17
K.4 - Expert Witness Experience in Water Rights Hearings 17

Section A – Offeror's Identification

The Offeror is Mustafa D. Chudnoff Consulting, LLC (MDCC), a New Mexico limited liability company. Mustafa Chudnoff is the principal and Managing Member who will be the responsible party signing contracts and related documents. MDCC's **Federal Tax identification Number** is 26-3607684, the **New Mexico Tax Identification Number (CRS)** is 03-140046-00-9. Additional required information is provided on the completed, signed and notarized "offeror information" sheet provided as an attachment to this Proposal.

Section B – Personnel Experience & Familiarity with City of Las Vegas

Project staff and relevant qualifications and project experience and expertise in the required areas of water rights are presented in Section B.

B.1 - Key Staff

Mustafa D. Chudnoff Consulting, LLC ("Consultant") was established in 2008 as a New Mexico Limited Liability Company specializing in water rights and hydrology. All water rights services provided by the Consultant to the City of Las Vegas under this Project will be undertaken by Mustafa Chudnoff. Mr. Chudnoff has 35 years of professional experience, including being engaged as a hydrology and water rights professional in New Mexico since 1989. A summary of his employment history prior to 2008 follows:

1998-2008. Senior Hydrologist, Glorieta Geoscience, Inc. Responsible for: 1) Project management; 2) Water rights evaluations, management of municipal water rights acquisition programs, water right file abstracts and transactional work, water right transfers; 3) preparation of 40-year water development plans, 4) Groundwater flow modeling; 5) Surface water and Geohydrologic investigations including water availability studies, storm water runoff and watershed modeling; 6) Water resources planning and management; and 7) Expert witness reports/exhibits and testimony.

1989-1998. Hydrologist, New Mexico Office of the State Engineer. Responsible for conducting hydrologic analyses of water right applications. Prepared evaluations to determine the validity of water rights. Prepared technical reports, groundwater flow models and developed legal strategies for the evaluation of water right applications filed with the office.

1985-1989. Project Hydrologist/Project Manager, Greiner Engineering, Phoenix, Arizona. Conducted regional hydrologic investigations; watershed studies; drainage and flood control hydrology and hydraulic analysis; design and construction supervision of drainage, flood control and highway facilities in both rural and urban settings; water supply development.

1984-1985. Hydrologist, APM Engineering, Tucson Arizona. Performed hydrologic and hydraulic analyses for land development and roadway projects.

1983-1984. Hydrologist, Pima County Flood Control District, Tucson, Arizona. Performed field investigations; inspections of drainage facilities; responded to citizen drainage complaints and performed follow-up site inspections and provided advise on addressing the problems; developed and managed floodplain sand & gravel mining regulatory program.

1979-1982. Consultant, U.S. Army Corps of Engineers, Tucson, Arizona. Developed and managed an artificial groundwater recharge feasibility study; prepared concept level flood control project designs and cost estimates; prepared concept-level study for the evaluation of early flood warning systems.

EDUCATION:

M.S. Water Resources Administration, University of Arizona, 1982
B.S. History, Temple University, 1975

PUBLICATIONS:

Chudnoff, M., 1997; Groundwater Relationships Along the New Mexico-Texas Stateline in the Southern High Plains; proceedings of the 42nd Annual New Mexico Water Conference, Tucumcari, NM.

Chudnoff, M., 1997; Historical Water Supply on the Arroyo Seco and Rio Lucero, Taos County, New Mexico. NM State Engineer Office Technical Division Hydrology Report 97-07.

Hodgins, M., Lazarus, J., **Chudnoff, M.**, 2002, Groundwater-Surface Water Communication in Fractured Crystalline Bedrock Aquifer Near Red River Pass, Colfax County, New Mexico: In: Fractured-Rock Aquifers, March 13-15, 2002 National Ground Water Association, Denver, Colorado.

Hodgins, M., **Chudnoff, M.**, 2003, MODFLOW Simulation of Pumping Test Data in a Fractured Sedimentary Rock Aquifer: MODFLOW and More 2003, Understanding through Modeling, Proceedings Volume II, International Ground Water Modeling Center, Colorado School of Mines, September 16-19, pp. 570.

Hodgins, M., **Chudnoff, M.**, Vaughn, J., 2004, Basal Galisteo and fractured granite encountered in horst block at Bend in the Mountain Front Fault Sunlit Hills area, Santa Fe County New Mexico. USGS Española Basin Technical Advisory Group 3rd Annual Basin Workshop Abstracts Volume (March 2-3, 2004).

Jim Riesterer, Paul Drakos, Jay Lazarus, **Mustafa Chudnoff**, 2006, Hydrogeology of Hale Spring and evaluation of declining Spring Discharge, Ruidoso Downs, New Mexico. New Mexico Geological Society Guidebook, 57th Field Conference, pp. 121-128.

Chudnoff, M., 2008; The Acquisition and Transfer of Water Rights; NBI *Fundamentals of Water Law* Seminar.

Robert Marley, Christopher Wolf, Robert Gray, John Kay, and **Mustafa Chudnoff**, 2015; Groundwater Availability and Role in the Long-term Water Supply Strategy of Las Vegas, New Mexico. New Mexico Geological Society Guidebook, 66th Field Conference, pp. 129-131.

B.2 - Familiarity with City of Las Vegas Utilities System

The Offeror has been providing the City of Las Vegas with water rights services for more than eight (8) years. I have made significant contributions to the development and protection of the City's water rights and water supplies, including the following significant axxomplishments:

- **Protection of adjudicated irrigation rights** – Initiated a successful process to transfer most of the City's unused irrigation water rights into the City's surface diversion system.
- **Protection of groundwater rights** – Successfully transferred 69 ac-ft of groundwater right that was at risk to loss through forfeiture, out of the Taylor wellfield and into the City's surface water diversion system.
- **Peterson Reservoir permitting** – Prepared and followed through on a successful application to increase the capacity of the reservoir from 211 ac-ft to 1400 ac-ft.
- **New surface water diversion permit** - Prepared and followed through on a successful application to permit the construction of a new diversion structure on the Gallinas River that could be used in tandem with the existing diversion structure or under emergency conditions. Permit conditions were negotiated with the OSE to ensure that other water users on the river would not be adversely impacted.
- **Gallinas River forecasting model** – Developed a streamflow forecasting model that has been used to support the City's efforts to negotiate a settlement of water right disputes on the Gallinas River, optimize river diversions and storage.
- **2011 Preliminary Engineering Report** – Provided the water rights perspective to the review and analysis of multiple surface water and groundwater projects.

B.3 - Response to Scope of Work

The Offeror has the requisite experience to fully undertake all of the required duties in the City's Scope of Services outlined in RFP 2017-05.

a. **Knowledge of NM water law & water rights administration:** I am very familiar with the practices, rules and regulations of the Office of the State Engineer (OSE). My expertise in water rights provided me with an opportunity in December 2008 to participate in continuing education (CLE) program for attorneys seeking to improve their understanding of NM water law and the procedures of the OSE. I have provided on-call water rights services to the Town of Taos, City of Española, City of Las Vegas, Village of Pecos, City of Rio Rancho and the New Mexico Interstate Stream Commission.

b. **Knowledge of Gallinas River and Upper Pecos issues:** The City's remand Case negotiations with the Rio Gallinas Association of Acequias and the State Engineer are in part driven by the parties' desire to avoid enforcement of priority administration on the Gallinas River. In support of these negotiations I have been providing the City with technical analysis of various river flow conditions and diversion scenarios. Technical support of the City's positions regarding its Taylor Well Field water rights is also based on an understanding that the City's groundwater right is senior to that of most other groundwater users in the Basin.

   The Gallinas River is an integral part of the Pecos River. I have worked on a number of water rights, environmental protection and water supply development projects throughout the upper and lower Pecos basins (see Sections E, F and K.4).

c. **Knowledge of State Engineer water management regulations:** As an employee of the OSE and as a consulting hydrologist I have had many opportunities to work on water resource projects throughout New Mexico. These projects required a good working knowledge of the practices, rules and regulations of the Office of the State Engineer (OSE). My expertise is recognized by my clients and attorneys with water rights expertise. Having worked (and continuing to work) on water rights transactions for both public and private sector clients, I am very sensitive to the uncertainties inherent to the water rights acquisition and permitting process. My ability to communicate in a timely manner, candidly, professionally and completely with both clients and regulatory agencies is an asset that I will bring to the CITY. I have been involved in the review of proposed State Engineer regulations since 1995. On behalf of the OSE I worked on regulations for the extension of groundwater basins. As a consultant I have been called upon by attorneys representing the Town of Taos, Española, Gallup, Rio Rancho and Las Cruces to comment on proposed OSE regulations including those pertaining to Active Water Resources Management planning, domestic wells, surface waters and impoundments and dam safety. In 2007-2008 I participated in the State Engineer's working group reviewing expanding the scope of 40-year plans (HR 42).

Since 2004, the City's diversions from the Gallinas River have been subject to the authority of a watermaster designated by the OSE. The watermaster has developed rules, which have changed from year to year, limiting the timing and rate of the City's diversions during the irrigation season during periods of time when the flow in the River is insufficient to meet the full supply demands of downstream irrigators whose water right priority dates are senior to 1881. I am familiar with the watermaster rules and procedures and I have assisted the City in the past negotiate reasonable shortage sharing arrangements that both protect the City's interests and are equitable to other water users.

d. **Knowledge of State Engineer administrative hearing & litigation processes:** I have worked on many water rights applications that resulted in an administrative hearing before the State Engineer. A number of these hearings involved water right applications by public utilities and municipalities, including: City of Rio Rancho, Town of Taos, City of Española, Entranosa Water Company. These hearings included applications for new surface water and groundwater appropriations, supplemental wells and new storage facilities. My involvement in these hearings included responsibilities for:

- Assisting in the development of legal strategies,
- Preparation of hydrologic and water rights analyses and reports,
- Preparation of witness testimony and cross-examination,
- Assisting in depositions,
- Writing technical findings.

The City of Las Vegas is involved in either water rights litigation or negotiations on a number of fronts including the ongoing adjudication of all water rights in the Upper Pecos Basin (Lewis case); remand litigation and negotiations. I have been working with City staff, the City's water attorney and other City consultants to develop legal and technical strategies, technical analyses and work products that can be used to support both litigation and negotiations. I have provided similar services to the Town of Taos and City of Española in their ongoing litigation with protestants and nearby Pueblos. I have provided expert testimony both in District Court and in administrative hearings before the State Engineer.

e. **Experience with water rights settlement negotiations:** The City's remand negotiations with the Rio Gallinas Association of Acequias and the State Engineer are in part driven by the parties' desire to avoid both litigation and the enforcement of priority administration on the Gallinas River. In support of these negotiations I have been providing the City with technical analysis of various river flow conditions and diversion scenarios.

Most of the water rights and stream system adjudication cases that I have been involved with over the years have resulted in a negotiated settlement between the parties and the OSE. In these cases I have provided the technical analysis required by my client to evaluate the fairness and equity of the proposed settlement. On the Gallinas River adjudication I have also assisted the City in negotiating a settlement agreement between the City, the Acequias and Storrie Projected as to the Project Delivery Requirement (PDR) for the acequias and other irrigators on the River.

I have actively participated as a water rights and technical expert in settlement of the Abeyta (Taos) adjudication. I am currently assisting both the upper and lower Chama acequia associations to resolve issues relating to priority administration and shortage sharing.

f. **Water rights accounting for diversion & water management:** For the past 8 years I have provided the city with real-time analysis of hydrologic conditions, storage levels, customer demand, raw water and potable water losses. This information has been used by the city to optimally manage its surface and groundwater supplies and water rights, including:

- Determine safe storage level targets
- Negotiate shortage sharing schedules with OSE and acequias
- Well field operations to minimize excessive drawdown
- Drought preparation and mitigation
- Bulk water purchasing

g. **Water rights purchases & leasing and applications:** I have been involved since 2000 with the maintenance and development of the City's water rights inventory. I have been responsible for the successful transfer of 15 water right transfers into the City's surface water diversion, including City owned irrigation (acequia rights), groundwater rights and water rights owned by individuals. These transfers represent 9 percent of the City's inventory of surface water rights. Specific responsibilities have included:

- Documents and due diligence research,
- Field inspections,
- Consultation with OSE staff,
- Calculation of historical water supply,
- Preparation of application
- Preparation of purchase contracts, deeds, change of ownership and other transactional documents
- Preparation of filing maps
- Preparations of applications for Extensions of Time
- Preparation of Proof of Beneficial Use forms and maps

In addition I have worked on the City's groundwater rights under File UP-124. Responsibilities have included the preparation and filing of Proof of Beneficial Use, and obtaining Extension of Time in which to perfect its 1,500 ac-ft groundwater right.

I have also provided water rights support to a number of City efforts to lease wells and water, including with NM Highlands University and the NM Department of Game & Fish.

h. **General water resources planning & management:** In 2011 a Water System Preliminary Engineering Report (PER) evaluating all aspects of the water supply system was completed for the City. The goal of the PER was to address the City's need to reliably deliver sufficient water over a 40-year planning horizon extending to 2050. Reliability means that the system must deliver sufficient quantities of water to customers through the most adverse (i.e. multi-year drought) conditions. The reliability of the water system does not depend simply on the City's ability to divert water from the River during a drought or other adverse condition, but also on its ability to develop an adequate supply of stored water prior to the onset of a drought when River flows are higher. In the arid southwest, where cyclic variability of precipitation and stream-flow are the norm, reservoirs are critical to ensuring the reliability of surface water supplied systems.

MDCC was an integral member of the City's PER's multi-disciplinary team of experts. One of my key responsibilities was to evaluate all of the water supply enhancement proposals from a water rights perspective. I was also responsible for the development key metrics to support the development and evaluation of alternative water supply projects. These metrics included; population projections, per capita water use, water losses and wastewater production.

i. **Technical expert in water rights hearings:** I have worked on many water rights applications that resulted in an administrative hearing before the State Engineer. I have testified as an expert in the following areas:

- Surface and groundwater hydrology
- Surface and groundwater modeling
- Municipal water supply development
- Water rights administration

A number of these hearings involved water right applications by public utilities and municipalities, including: City of Rio Rancho, Town of Taos and the City of Española. These hearings included applications for new appropriations and supplemental wells. My involvement in these hearings included responsibilities for:

- Assisting in the development of legal strategies,
- Preparation of hydrologic and water rights analyses and reports,
- Preparation of witness testimony and cross-examination,

- Assisting in depositions,
- Writing technical findings.

Additional experience providing expertise in water rights hearings is detailed in Section K.4.

j. **Knowledge of 40-year water planning:** The Rules and Regulations of the OSE allow municipalities to acquire and hold unused or undeveloped water rights for a period not to exceed 40 years, if it has an approved Water Development Plan (WDP) on file with the agency (Section 72-1-9 NMSA and Chapter 19.26.2.19 NMAC). Recently the OSE has required the City of Las Vegas to submit a WDP by April 2017. I had previously drafted such a plan using data current as of 2009. I have the capacity to quickly and cost-effectively update this plan using data through 2015-2016.

I have also prepared 40-year analyses and plans for the El Valle Alliance of rural water systems located in eastern San Miguel County, Town of Taos and Village of Eagle Nest. I have also been asked to review and bring into compliance 40-year plans for Rio Rancho and Village of Questa.

k. **Upper Gallinas flow forecasting and diversion modeling:** To assist the City in its evaluation of alternative water supply and water rights projects I have developed a computer-based water operations analysis model styled as the Gallinas River Operation Model (hereafter GROM). The operation modeling approach is an industry accepted method for analyzing surface water supplied systems. The model incorporates 80 years of daily stream flow data from the Gallinas River. The model was independently peer reviewed by the City's water resource consulting engineers.

GROM has been used, and can continue to be used to analyze diversion and storage outcomes for the City's supply under various raw water system infrastructure configurations. GROM is executed using a set of specified operating rules to quantify the City's river diversions and bypasses to Acequias, under a variable stream flow regime. The operating rules incorporate a number of elements, including the historical daily flow record from the Gallinas River for a range of selected years, the capacity of the City's diversion structure, reservoir storage capacities, reservoir losses (evaporation and seepage), monthly Acequia irrigation flow requirements, monthly municipal system demands and the extent and priority of the City's water rights, and the flow requirements of junior appropriators such as Gallinas Canal and Storrie Project.

The model can continue to provide the City with the following benefits:

- Evaluation of various settlement scenarios with the Acequias
- Conjunctive management of well field pumping
- Drought mitigation
- Optimal sizing of the capacities of new diversion and conveyance facilities
- Optimizing the size of new/additional storage facilities
- Climate change impact forecasting

l. **Assist and advise City on adjudicated water rights:** I am very familiar with the City's adjudicated surface water and groundwater rights. To date I have taken the lead in a number of actions to protect and enhance the usefulness of these rights, including:

- Identified an error in the City's 1997 Consent Order that resulted in an understatement of the City's adjudicated groundwater consumptive use. I worked with the City's water rights attorney to bring the matter to the attention of the OSE and the Court which issued corrective Order in 2011.

- Successfully transferred most of the City's unused irrigation rights, appurtenant to streets and alleys, into the City's surface diversion system.

m. **Other water rights consulting services:** For the past 8 years I have been responsive to a wide variety of requests from the City to assist City staff in the management and operation of its surface and groundwater sources and water rights. I have been available on short notice to provide technical and water rights services on a variety of matters such as:

- Compliance with water right permit conditions
- Data sharing with other entities and individuals
- Coordination with other City consultants
- Coordination with regulators including the Gallinas Water Master and Upper Pecos Basin Supervisor
- Optimization of wastewater plant operations and reclaimed water use
- Timely response to information requests from the Mayor's office and department heads and project managers
- Water conservation plan revisions
- Due diligence reviews of water right sale offers.

Section C– Licenses

MDCC holds a current City of Las Vegas Business License #2909. A New Mexico general Contractors license is not required for the professional services that will be provided by the Offeror.

Section D– Necessary Labor and Equipment

The Offeror is fully capable of providing the City with the services specified and further elaborated in this Response to the Request for Proposals. The Offeror works out of a fully equipped office located in Santa Fe.

Section E– Record of Performance – Water Rights Services

The Offeror's record of performance providing more than 15 years of water rights services is provided through the following references:

Rio Chama water sharing (ongoing)

With the consent of the Asociación de Acéquias Norteñas de Rio Arriba I have been assisting the Rio de Chama Acequia Association in its negotiations with the OSE and ISC to develop water sharing and depletion offset protocols consistent with Alternative Water Management (AWRM) protocols.

Reference: Peter White, retired OSE general counsel and practicing attorney, may be contacted at 505-984-2690

Gregory Rockhouse Ranch Water Services (2012-ongoing)

Conducted hydrologic investigations in support of multiple water right transfer applications on the lower Pecos. Hydrologic analyses included aquifer-stream characterization and the quantification of impacts to wells and surface water sources. Also undertook extensive hydrologic investigation of impacts resulting from the state's development of a large capacity well field located in the vicinity of the client's wells and surface water sources.

Reference: Liz Taylor, Esq., water rights attorney, may be contacted at 505-888-6600.

Asociación de Acéquias Norteñas de Rio Arriba (2005-ongoing)

This association represents the acequias located in the upper Rio Chama basin in Rio Arriba County. The Asociación has been adjudicated water rights in Horse Lake Reservoir and downstream irrigated lands. I have been retained to assist in the quantification of these water rights, and providing hydrologic and water rights support of their transfer into new storage

facilities. I am also providing technical assistance in support of negotiations with the Rio de Chama Acequia Association representing the lower Chama basin acequias, the OSE and the NM Interstate Stream Commission in the development of alternative water shortage sharing agreements. Other responsibilities have including assisting individual parciantes in their negotiations with the OSE over their water rights.

Reference: John Utton, Esq., water rights attorney, may be contacted at 505-888-6600.

City of Española (1998-2008)

I managed the City's program for the acquisition and maintenance of water rights. My dertailed research of City records resulted in the identification of dormant irrigation rights that should be transferred into the municipal water supply system. I was also responsible for the siting, design, completion and permitting of the only well in the City's well field that produces water meeting all federal drinking water standards.

Reference: Frank Naranjo, Public Works Director/City Manager (retired) may be contacted at 505-929-4545.

Water Rights transactional work (1998 – ongoing)

I am regularly called upon or referred by attorneys to undertake water rights due diligence investigations for potential buyers and sellers of commercial and agricultural properties. This work often involves site inspections, research of OSE records, review of title reports and deeds and court documents.

Reference: Melanie MacGillivray, attorney, may be contacted at 505-946-2801.

Reference: Terry Farmer, attorney, may be contacted at 505-843-9440.

Section F– Experience as a Water Rights Consultant

The Offeror's expertise as a water rights consultant is described in Section F.

City of Las Vegas On-Call Water Rights and Hydrologic Services (2009 – 2016): The Consultant is the City's water rights consultant. Responsibilities include water rights transactional work, field inspections and providing opinion as to the quality of water rights offered to the City; providing hydrologic analyses of Gallinas River flows and alternative diversion scenarios in support of the City's ongoing groundwater and surface water development and management programs. Other project responsibilities include working on the City's well rehabilitation and water-loss management programs and reclaimed wastewater discharge permits.

Rio Ruidoso acequias (2015-ongoing): Provide hydrologic and water rights services on behalf of 16 acequias protesting water right transfers by the Village of Ruidoso.

Gregory Rockhouse Ranch (2012-ongoing): Conducted hydrologic investigations in support of multiple water right transfer applications on the lower Pecos. Hydrologic analyses included aquifer-stream characterization and the quantification of impacts to wells and surface water sources. Also undertook extensive hydrologic investigation of impacts resulting from the state's development of a large capacity well field located in the vicinity of the client's wells and surface water sources.

Vaughan Pipeline Pecos River Augmentation Project - Fort Sumner (2005-2008): My recent role as the lead consulting hydrologist and water rights expert for the NMISC's Vaughan Ranch Pecos River augmentation pipeline project (Ft. Sumner) exemplifies my abilities to initiate, manage and bring to a successful conclusion water rights project. My responsibilities on the Vaughan Ranch Pipeline Project with respect to water rights evaluation included:

- ✓ Review of water right documents, including declarations, adjudicatory orders and permits,
- ✓ Field inspections,
- ✓ Land owner and OSE District Office staff interviews,
- ✓ Preparation of fatal flaw analyses and recommendations,
- ✓ Prepare recommendations for permit corrective actions,
- ✓ Consultation with NMISC and OSE staff to develop water right transfer permit strategies and procedures, and
- ✓ Coordination of surveyor and contract attorney activities.

As project manager I was also responsible for the development of project cost estimates, budgets and schedules. Due to the complex and multi-disciplinary composition of the project team (attorneys, surveyors, engineers, pump contractor, appraisers and title company), close and timely communication with NMISC staff was required throughout the four year project timeline. My project management skills provided the following specific benefits to the NMISC:

- ✓ Timely reviews and abstracting of water right files,
- ✓ Timely performance of water rights "fatal flaw" analysis and identification of water rights corrective action required,
- ✓ Development and implementation of a field testing protocol for wells proposed for acquisition,
- ✓ Timely identification of well deficiencies and implementation of fixes,
- ✓ Timely identification of pipeline capacity improvements needed to increase deliveries to the Pecos River, and
- ✓ Timely reviews of project documents produced by other project contractors.

Arch Hurley Conservation District (2008-2009) – The Consultant provided the District with water rights and hydrologic analysis of stream flow depletion on the Canadian River that would result from a proposed groundwater irrigation project. My applied understanding of OSE water rights procedures for the review of applications to appropriate groundwater was successfully used to induce the applicant to withdraw his application.

Berrendo Pipeline Project (2008-2009) – The Consultant has been providing the project's legal team with water rights strategy, interpretation of OSE procedures and hydrologic analyses of the potential effects of this ambitious project to pipe water from the Pecos River basin to the Rio Grande Basin.

City of Española and Town of Taos (1998-2008): Managed the municipalities' programs for the acquisition and maintenance of water rights. Specific responsibilities included: water rights abstracting, field checks, acquisition negotiations, transactional work, preparation and filing of water right transfer applications and Office of the State Engineer permit compliance. My work for the City of Española resulted in the identification of water rights acquired by the City through the acquisition or condemnation of rights of way for streets and other public works projects.

Water Rights Adjudication - City of Las Vegas, City of Española, Town of Taos (2001-2008): Provide hydrologic, technical and strategic advice and analyses in support of both negotiated settlements and litigation. Work has included development of groundwater models, analyses of surface and groundwater interaction, evaluation of water right claims put forth by acequias and pueblos, and evaluated water right and hydrologic implications of negotiation positions put forth by either the municipalities or the other parties to the adjudication including the Office of the State Engineer.

Eldorado Area Water and Sanitation District Water Rights Program (2007-2008): Evaluated the District's declared, permitted and adjudicated water rights and developed a strategy and procedures to ensure continued OSE permit compliance and to optimize use of their two well fields. Provided direction and oversight for the development of a regional groundwater flow model to evaluate groundwater level declines and surface water depletions that would result from the District increasing its diversions. Worked closely with OSE staff to evaluate alternative

approaches to combining the District's water rights to allow for optimal well field operations. Prepared supplemental well applications. Prepared an AWWA water audit of the utility and a water level monitoring program.

City of Rio Rancho – New Groundwater Appropriation and Surface Water Rights Acquisition Strategy (1998-2002): Water rights and hydrologic consulting services were provided in support of the City's successful application for a new groundwater appropriation of 12,000 acre-ft. As the principal hydrologist and Water Rights Expert for the City, I provided litigation support and expert witness testimony, directed the evaluation and selection of a groundwater flow model used in well field modeling, and the development of a 40 year pumping schedule. Provided technical support in settlement negotiations with municipal and tribal entities protesting the granting of the permit. Performed hydrologic and water right analysis in support of the City's water rights acquisition program, and water right applications with the OSE. Responsibilities have included development of the City's Return Flow Plan and update of its 40-Year Plan.

San Juan Chama Project (SJC) Contract Management (2001-2008): Provided the **Town of Taos** and the **City of Española** with water rights and technical support in their efforts to secure and manage their SJC Project water rights. My responsibilities included the successful negotiation of new SJC Project Repayment Contracts with the Bureau of Reclamation that secured project water for the municipalities on a permanent basis. Responsibilities included assisting in the organization of meetings with the public, ISC and OSE staff and other project contractors and provided review and comments on the draft Repayment Contracts. Other responsibilities included the development of protocols favorable to the municipalities for the management and accounting of water uses, including leasing arrangements with 3rd parties.

Water Rights and Hydrologic Consulting Services (1998-ongoing): In addition to the public sector clients previously described, for the past 18 years I have also been providing consulting services to a wide variety of private and public sector clients. These services are similar to those required by the CITY under RFP 2017-06, and include: water rights acquisition, 40-Year water development planning, transactional work, water rights abstracts, valuation and OSE permit compliance. These clients have included:

Intrepid Potash New Mexico
The Peters Corporation
Ojo Caliente Mineral Springs
Rancho Encantado
Village of Pecos
City of Ruidoso Downs
Village of Eagle Nest
Richard Cook/Española Transit Mix
Hope Community Ditch
J.P. Gonzales Ditch Association
Clines Corners Enterprises
Russell Sand & Gravel Co.

Section G - Required Supporting Documents

The completed Campaign Contribution Disclosure Form is attached.

Section H – (no information required)

Section I - Financial

The Offeror maintains both liability and Professional Liability insurance.

Section K - Additional Information

K.1 - Proximity to Las Vegas New Mexico

The Offeror is based in Santa Fe, and work performed by Consultant for this Project will be undertaken in New Mexico. New Mexico Gross Receipts taxes are paid on all services provided.

K.2 - Business registration

The Offeror holds a current City of Las Vegas Business License #2909.

K.3 - Gross Receipts

The Offeror pays Gross Receipts Tax to the City of Las Vegas for all services provided to the City.

K.4 - Expert Witness Experience in Water Rights Hearings

1990 - Application P-636: Provided hydrologic analysis of proposed water-spread application in the vicinity of Portales, Roosevelt County. The Theis analytical method was used to analyze changes in groundwater levels resulting from the proposed change in pumping regime. Expert witness testimony in hydrology provided at OSE administrative hearing.

1990 - Application L-341-A and L-341-A-S: prepared hydrologic analysis and provided testimony in an OSE administrative hearing for an application to add a supplemental well in Lea County. Theis Model used to calculate impacts to nearby wells.

1991 - Application CR-2158 through CR-2158-S-9: Conducted a geohydrologic investigation of a proposed well field that would be used to supply a new fish hatchery in Mora, San Miguel County. Work including expansion of the applicant's groundwater flow model to calculate depletions on a nearby river and acequias. Expert witness report submitted for an OSE administrative hearing.

1993 - Application E-4728-Enlgd: Provided hydrologic analysis and expert witness testimony in an OSE administrative hearing considering a proposed expansion of a groundwater use in the East Mountains area of Bernalillo County.

1995 - Application LRG-6587 into LRG-50: Performed hydrologic analysis, prepared a technical report and provided expert witness testimony in an OSE administrative hearing held to determine the potential for leachate from septic tanks to contaminate the underlying aquifer west of Las Cruces.

1996 - Application 02902 into UP-1068: Performed hydrologic analysis of a proposed new groundwater appropriation, evaluated local drawdown and impacts to the Pecos River and springs in the vicinity of Pajarito, San Miguel County. Expert testimony in hydrology provided at an OSE administrative hearing.

1996 - OSE File LRG-4690 et al: Conducted a geohydrologic investigation and developed a calibrated numerical groundwater flow model of the alluvial and bedrock aquifers of the Jornada del Muerto. Provided expert witness testimony as a hydrologist in **NM District Court for Sierra County** proceeding initiated by the OSE challenging the validity of the underlying water rights.

1997 - Application 0388-A into RG-57988: Conducted a geohydrologic investigation, developed a detailed numerical groundwater flow model to evaluate drawdown and depletions on public water supply springs located in Placitas, Sandoval County. Provided expert witness testimony in hydrology in an OSE administrative hearing.

1997 - Applications E-2298 through E-2298-S-44 1&2: Developed a multi-layer calibrated numerical groundwater flow model of the Estancia Basin and surrounding areas for the purpose of evaluating application for new groundwater appropriation and supplemental wells by the Horton Family interests. Expert witness testimony in hydrology and groundwater modeling provided in OSE administrative hearings.

1997 - Application SP-4675: Evaluated a proposed application to transfer water rights out of irrigation and into recreational ponds located in Rio Arriba County. Prepared a detailed water rights abstract of the permit file, created map overlays of plat maps and hydrographic survey maps and performed a surface water budget analysis of recreational ponds. Provided expert witness testimony on water rights and hydrology in an OSE administrative hearing.

1997 - Application T-32-S-9: Prepared a hydrologic analysis of a proposed City of Alamogordo supplemental well using the OSE's Tularosa Basin numerical groundwater flow model and administrative criteria. Work was used to achieve a settlement with the applicant and avoid going to hearing.

1998 - Applications E-6722 & E-6722-S: Modified the multi-layer numerical groundwater flow model of the Estancia Basin previously developed in 1997 for the purpose of evaluating application for a new groundwater appropriation and supplemental wells by the Entranosa Water & Wastewater Cooperative. Expert witness testimony in hydrology and groundwater modeling provided in a number of OSE administrative hearings.

1999 - Application 01303 into RG-65711: Performed hydrologic analysis of a proposed new groundwater appropriation on groundwater and a nearby Acequia located in Abiquiu. Provided expert witness testimony in an OSE administrative hearing.

2000 - Application P-1856 et al: Conducted a hydrologic analysis of proposed supplemental wells in an area of limited aquifer saturated thickness, north of Portales in Roosevelt County. Work was used in a mediated settlement of the protest to the application.

2001 - Application RG-6745 through RG-6745-S-34: Provided hydrologic and water rights services in support of a new 12,000 ac-ft groundwater appropriation by the City of Rio Rancho. Expert witness testimony provided in OSE administrative hearing and **NM District Court (Sandoval County)** proceeding.

2001 - Application E-193: Performed hydrologic analysis, water right abstract and historical water use investigations in support of an application to change use of a groundwater in the Estancia Basin in the vicinity of Moriarty. Expert witness testimony provided in an OSE administrative hearing.

2003 - Application SD-0087: Performed geohydrologic investigation, modified and expanded the OSE's Roswell Basin groundwater flow model to calculate groundwater depletions and spring depletions resulting from historical irrigation in the Roswell basin and proposed new supplemental wells located near Hope, Eddy County. Expert witness testimony provided in an OSE administrative hearing.

2007 - Application H-0974: Provided hydrologic services in support of an application by the City of Ruidoso Downs to transfer irrigation water rights into its municipal wells. Analyses included calculation of groundwater impacts and streamflow depletion calculations. Assisted in negotiating a settlement with protestants at the administrative hearing.

2008 - Application CR-04678 et al.: Retained by the Arch-Hurley Irrigation District in support of its protest of the subject application. The OSE's Glover-Balmer model code was used to calculate depletions to the mainstem of the Canadian River that would result from granting the application to appropriate 632.1 ac-ft of groundwater per year for the irrigation of 301 acres of land along Cañon Largo, San Miguel County.

2009 - Application CC-2006-S & CC-2006-S-2: Retained by the applicant. Prepared hydrology report and rebuttal report analyzing effects of applicant' proposed groundwater pumping on nearby wells of other ownership located near Texico, Curry County.

2009 - U.S. District Court (NM) Cause No. 6:09-CV-00458-RLP/WDS: Retained by the plaintiffs to research archival documents of the Vermejo Irrigation District and to prepare an expert opinion report on the validity of its water right claims.

2010 - Application UP-4178: Provided hydrologic and water rights expert services in support of the City of Las Vegas protest of the subject application to appropriate 2,200

Acre-Feet per Year from the Upper Pecos Underground Water Basin. Prepared a geohydrology report and groundwater flow model.

2012-2015 - New Mexico Office of the State Engineer Hearing No. 11-017: Retained by protestants objecting to the New Mexico Interstate Stream Commission transfer of approximately 7,500 acre-feet of water rights into its Seven Rivers augmentation well field located near Carlsbad, in south-central Eddy County. Prepared multiple expert reports addressing water rights and geohydrology.

OFFEROR INFORMATION

OFFEROR: Mustafa D. Chudnoff Consulting, LLC

AUTHORIZED AGENT: Mustafa Chudnoff

ADDRESS: P.O. Box 22972, Santa Fe, NM 87502

TELEPHONE NUMBER (505) 670-20228

FAX NUMBER (505) 984-1365

DELIVERY: 1421 Luisa St., Suite G, Santa Fe NM 87505

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 TECHINCAL IRREGULARITY IN THE FORM.

AFFIDAVIT FOR FILING WITH COMPETITIVE PROPOSAL

STATE OF New Mexico }
} ss
COUNTY OF Santa Fe }

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

Signature

Subscribed and sworn to before me, this 4th day of August, 2016.

(SEAL)

Notary Public Signature

My Commission Expires: 8/6/2019

OFFICIAL SEAL
LOIS J. VARELA
Notary Public
State of New Mexico
My Commission Expires 8/6/2019

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.

APPLICATON OF PREFERENCE

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

FEDERAL TAX IDENTIFICATION NUMBER

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

FEDERAL TAX ID NUMBER: 26-3607684

SOCIAL SECURITY NUMBER: _____

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

The following definitions apply:

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

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

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(The above fields are unlimited in size) _____

_____ _____
Signature Date

_____
Title (position)

-OR-

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

_____ 8/4/2016
Signature Date

Owner
_____
Title (Position)

UTTON & KERY

ATTORNEYS AT LAW

RECEIVED
AUG 08 2016
CITY OF LAS VEGAS
PURCHASING DEPT.
2:11 pm

COPY

UTTON & KERY, P.A.
Attorneys at Law

Proposal to

CITY OF LAS VEGAS REQUEST FOR PROPOSALS RFP No. 2017-05

In Response to Request for Proposals
for Water Rights Consulting and Legal Services

August 8, 2016

Santa Fe Office
PO Box 2386
Santa Fe, NM 87504
505-379-4203

Website
www.UttonKery.com

Albuquerque Office
317 Commercial NE
Albuquerque, NM 87102
505-699-1445

UTTON & KERY

ATTORNEYS AT LAW

August 5, 2016

Ms. Casandra Fresquez
City Clerk, City of Las Vegas
1700 N. Grand Avenue
Las Vegas, NM 87701

Re: *Water Rights Consulting and Legal Services RFP # 2017-05*

Dear Ms. Fresquez:

In response to the City of Las Vegas' Request for Proposals for legal services, the law firm of Utton & Kery, P.A. is pleased to submit this proposal.

As described in the attached Proposal, Utton & Kery has the specialized knowledge, skill and experience to provide the City with quality, responsive legal services. Both John Utton and Susan Kery are certified by the New Mexico Bar Association as Specialists in New Mexico Water Law and both have practiced water law in this state for over 20 years.

Although we have considerable experience in litigating water disputes, we believe that settlement is almost always preferable to a protracted and expensive court battle. Especially where the parties share the same watershed, it is usually much better to work out an acceptable sharing and allocation arrangement that will prevent disputes in the future.

Please advise us if we may provide any additional information or if you would like to meet with us to discuss our proposal. I am the contact for this proposal and may be reached at (505) 699-1445.

Very truly yours,

UTTON & KERY, P.A.

John W. Utton

BY: JOHN W. UTTON

JWU:tmm

Santa Fe Office
PO Box 2386
Santa Fe, NM 87504
505-379-4203

Website
www.UttonKery.com

Albuquerque Office
317 Commercial NE
Albuquerque, NM 87102
505-699-1445

SECTION A: PROPOSAL

The water law firm of Utton & Kery, P.A. is pleased to submit this proposal to provide legal services to the City of Las Vegas. As detailed below, Utton & Kery has the specialized knowledge, skill and experience to provide the City with quality, responsive legal services. Both John Utton and Susan Kery are certified by the New Mexico Bar Association as Specialists in New Mexico Water Law and both have practiced water law in this state for over 20 years. In addition, if helpful to the City, we propose to associate with long-time water rights negotiator and community leader Gilbert Sandoval of Jemez Springs, New Mexico. Mr. Sandoval is well known for his ability to bring people together and to reach an equitable resolution. Mr. Sandoval strongly believes that, rather than fighting, neighbors should work together to make water available to all members of the community based on fairness and common sense. We understand the City is fortunate to already have in place experienced and effective negotiators. However, if Mr. Sandoval could be of assistance he would be available as a resource.

Although we have considerable experience in litigating water disputes, we believe that settlement is almost always preferable to a protracted and expensive court battle. Especially where the parties share the same watershed, it is much better to work out an acceptable sharing and allocation arrangement that will prevent disputes in the future. Unfortunately, New Mexico's law of strict priority can create a winner-take-all situation, when in fact the traditional principles of equitable allocation or *repartimiento* much better serve the needs of the entire community, where everyone relies on a common resource. We would be very pleased to assist the City in its important mission of providing water to the City, its residents and businesses by reaching an equitable agreement with other users including acéquias on the Rio Gallinas.

Overview of Significant Water Negotiations and Settlements

Utton & Kery, P.A. is a new law firm comprised of three long-time partners of the law firm of Sheehan & Sheehan. With offices in Albuquerque and Santa Fe, the Utton & Kery's specialty is water and environmental law, primarily representing public entities that hold water rights and supply water to the public; and several providing wastewater services. In particular, the firm's partners have played an active role in representing governmental entities in resolving significant water disputes through amicable settlements:

- **Lower Pecos Settlement** (we represented Fort Sumner Irrigation District in reaching agreement approved by the New Mexico Court of appeals with Carlsbad Irrigation District, Pecos Valley Conservancy District, State of New Mexico and United States).

- **Eagle Nest Reservoir Settlement** (we represented the City of Raton in settling with acéquias and ranches on the Cimarron River).

- **Lower Rio Grande Settlement Framework** (just recently we represented NMSU and the City of Sunland Park / Doña Ana County joint water utility (Camino Real Regional Utility Authority) in reaching a settlement framework with the New Mexico Pecan Growers and the Southern Rio Grande Diversified Crop Farmers (representing 80,000 irrigated acres) and the City of Las Cruces).

- **Aamodt Ajudication Settlement** (we represent the Santa Fe County water utility in settlement of claims on the Rio Pojoaque with Pueblos, acéquias, the State of New Mexico and the United States approved by Congress in 2010 and by the adjudication court in 2016).

- **Navajo-Gallup Municipal Supply Project** (we represent the State of New Mexico in settlement of claims of the Navajo Nation on the San Juan River approved by Congress in 2009 and by the adjudication court in 2013 and now pending before the New Mexico Court of Appeals; in a related matter we represented the City of Gallup in negotiation of its agreements with the US Bureau of Reclamation for water supply from the settlement project).

- **Gila River Settlement** (we represented the State of New Mexico in negotiation with the State of Arizona and water users in Arizona to secure municipal supply from the Gila for use in New Mexico approved by Congress by enactment of the 2004 Arizona Water Settlements Act; we now represent the NM CAP Entity including the City of Deming in implementation of the settlement).

- **Rio Chama Settlements** (we represent the Acéquias Norteñas de Rio Arriba in a shortage sharing agreement with other senior downstream acéquias, the State Engineer, the Interstate Stream Commission and the Middle Rio Grande Conservancy District; we also represented the Acéquias Norteñas in a settlement with the Jicarilla Apache Tribe approved by Congress and the Court in the late 1990s; we are currently in negotiations with Ohkay Owingeh Pueblo, the State, the United States and the City of Española).

- **Rio Jemez Settlements** (Gilbert Sandoval was the lead negotiator in an initial settlement in 1996 among the Coalition of Rio Jemez Acéquias and the Pueblos Jemez, City and Santa Ana; in 2007 we worked with Mr. Sandoval to develop settlement principles with the same parties and subsequently included the City of Rio Rancho in the discussions. Unfortunately the discussions were put on hold when the State pulled out of the settlement. The parties are now pressing to resume settlement discussions).

- **Rio San Jose Negotiations** (we represent the State in adjudication of the claims of the Pueblos of Acoma and Laguna and have succeeded in obtaining a stay of litigation to focus on settlement; we are working to protect the interests of the City of Grants and Village of Milan among other state-based water users).

Knowledge of Water Law

Utton & Kery is is a leading water law firm in the State of New Mexico. For more than 20 years its partners have provided water law representation to public entities in all facets of water law. As described in more detail below, the two principal attorneys with the firm, John Utton and Susan Kery, are certified by the New Mexico Bar Association as Specialists in Water Law. Teresa Montoya is an effective and experienced paralegal with particular skill in water rights permitting and transactions. Gilbert Sandoval is an experienced water negotiator and community leader.

Our firm represents numerous clients in water rights litigation, including administrative hearings before the State Engineer and in stream adjudications, but as described above the firm places a particular emphasis on successful settlement of water disputes, including comprehensive water planning to avoid future conflicts over use of water.

The firm's representation in the water law area includes assisting clients in the acquisition, transfer and protection of water rights. We routinely represent water utilities regarding acquisition, transfer, permitting and leasing of water rights. The firm's lawyers have obtained numerous State Engineer permits for its clients. We are acutely familiar with State Engineer management regulations, in particular OSE surface water and groundwater rules and regulations.

In addition, we are representing the following clients in water rights adjudications: New Mexico State University in the adjudication of the Lower Rio Grande; Fort Sumner Irrigation District in the Pecos adjudication; the Acéquias Norteñas de Rio Arriba in the Rio Chama adjudication; Santa Fe County in the Pojoaque (Aamodt) adjudication; the Jemez Water Users Coalition in the Rio Jemez adjudication; the State of New Mexico in the Rio San Jose adjudication and the Roswell Basin; and the State of New Mexico in the settlement of Navajo Nation claims on the San Juan River. We represented the City of Raton in implementation of settlement of multi-party litigation concerning storage in and operations of Eagle Nest Reservoir. We also have provided legal services, including water law representation, to the Albuquerque Bernalillo County Water Utility Authority. We are also water counsel to numerous private water users.

Our water practice includes advising clients on water planning and management issues. For example, our firm has assisted the following clients with the preparation of 40-year or regional water plans: Santa Fe County, New Mexico State University, Doña Ana County, City of Raton, University of New Mexico, Jemez y Sangre Regional Water Planning Council, Mid-Region Council of Governments, Tierra y Montes Regional Planning Council (Mora and San Miguel Counties), and the Southwest Region Water Planning Council.

We also have an active water quality and environmental law practice represent, representing clients in water quality administrative hearings and assisting clients in complying with federal environmental requirements, including under the National Environmental Policy Act (NEPA), the Endangered Species Act (ESA) and the Clean Water Act (CWA). For example, Camino Real Regional Utility Authority regarding water quality standards; we represent the Fort Sumner Irrigation District with respect to compliance with NEPA and ESA issues related to the threatened Pecos bluntnose shiner; and we have represented Santa Fe County and the Middle Rio Grande Conservancy District with respect to NEPA and ESA compliance related to the endangered Rio Grande silvery minnow.

Familiarity with Gallinas and Las Vegas Area

The firm does not currently represent any water users on the Rio Gallinas and therefore should not have a conflict in representing the City. Nevertheless, we are very familiar with the water issues and legal disputes currently pending in the Gallinas portion of the *Lewis* or Pecos adjudication. For the last 15 years we have represented the Fort Sumner Irrigation District (FSID) in the *Lewis* case and have followed the proceedings of the adjudication court and of the Special Master in the case overall and in the Gallinas section of the case. In addition to FSID, we have also represented the NMSU Agricultural Science Center in Artesia in the lower Pecos section. More than 15 years ago we represented a large landowner within the Antonio Ortiz Grant with surface water rights from the Gallinas.

We understand that most of the subfile elements have been completed and the major remaining issue is determining the City's reliance claim under the remand to the adjudication court. Hearing of the City's claim has been completed and proposed findings of fact and conclusions of law have been submitted to the Special Master.

We believe the City made a wise decision to obtain a stay in order to resolve the pending dispute, especially with the Gallinas acéquias. Litigation can be very expensive, time-coming and risky. Settlement of the issues will allow the local parties to craft workable solutions and take the decisions out of the hands of the court and put them in the hands of the local stakeholders. We are aware that the City is exploring options for improving its storage and generally the reliability of its water supply. We would be available to assist the City in reaching this goal. The current year-to-year shortage sharing agreements appears to be a good place to start in building a permanent and equitable agreement that will serve the City well and is acceptable to the other parties.

In addition to our knowledge of the pending adjudication, we also served as legal counsel for preparation of the Regional Water Plan for the Tierra y Montes Regional Planning Council (Mora and San Miguel Counties). In working on this plan, we became very familiar with the supply and demand conditions and existing water rights on the Rio Gallinas, including the City's water rights and supply and demand issues. The plan not only included the water uses of

direct flow diverters such as acéquias but the importance of storage facilities within the watershed.

Finally, we are very familiar and on good terms with many of the other lawyers representing the other parties in the Rio Gallinas, including the Storrie Project, the State of New Mexico, the United States and the Rio Gallinas Acéquia Association, and have successfully negotiated agreements and settlement with them for their clients in other basins.

Professional Qualifications

A. Copies of Certifications and Awards

Appended to this Proposal at Tab A are copies of Certifications and Awards of the firm's senior attorneys proposed to represent the City.

B. Resumes of Key Personnel

John W. Utton

Law Practice:	Water Rights, Water Litigation, Administrative Contract Law and Land Use
Licensed:	New Mexico 1990; Colorado 1994; U.S. District Court for the District of New Mexico; U.S. Tenth Circuit Court of Appeals
Education:	Stanford Law School, J.D., 1990; University of Virginia, B.A., 1987

Professional Background: ***Employment***: Utton & Kery, P.A., since April 1, 2016, shareholder and director. ***Prior Employment***: Sheehan & Sheehan, P.A. 1995-2016, shareholder, director & of counsel; Assistant New Mexico Attorney General, 1992-1995; Law Clerk to United States District Court Judge James A. Parker, 1990-1992. ***Member***: U.S. District Court for the District of New Mexico, U.S. Court of Appeals for the Tenth Circuit, American Bar Association Water Resources and Land Use Committees, Western States Water Council. ***Certifications and Awards***: Certified by the New Mexico Board of Legal Specialization as a Specialist in Natural Resources - Water Law; AV® Preeminent™ rating in Martindale-Hubbell®; Recognized in *The Best Lawyers in America*® 2006 through present and Albuquerque Water Lawyer of the Year 2011 and Santa Fe Natural Resources Lawyer of the Year 2015 (see Tab A).

Water Rights: Mr. Utton represents numerous public water users in the state. For the last five years he has represented the Camino Real Regional Utility Authority (City of Sunland Park and Doña Ana County joint utility) in water and other legal matters in the Santa Teresa / Border area. He has also represented the City of Raton in its water matters for the last 12 years. His other public water clients include New Mexico State University, the Santa Fe County, dozens of public community ditch associations, Fort Sumner Irrigation District, University of New Mexico, Public Service Company of New Mexico, the NM CAP Entity, New Mexico Interstate Stream Commission and the State of New Mexico. He has also represented the Albuquerque Bernalillo County Water Utility Authority in administrative proceedings before the New Mexico State Engineer. He has served as an adjunct faculty member at the University of New Mexico School of Law where he taught seminars in advanced water law and natural resources writing. He also served on the faculty of the University of New Mexico Summer Law Institute, teaching a two-week course on international water law in Guanajuato, Mexico. Mr. Utton frequently speaks at seminars on water law.

Water Litigation and Negotiation Experience: Mr. Utton's litigation and negotiation practice is devoted almost entirely to water law matters. Currently, he is representing clients in five stream system adjudication suits in New Mexico. For the last 14 years he has represented the Fort Sumner Irrigation District in the Pecos adjudication and is very familiar with that ongoing case. He also represented a large ranch in adjudication of the Rio Gallinas downstream of the City of Las Vegas until the Ranch was sold over 15 years ago. He has represented clients in dozens of State Engineer permit proceedings and has represented two irrigation districts in major Endangered Species Act and National Environmental Policy Act litigation in federal court. He has also represented clients in three Indian water rights settlements that have been approved by Congress. He is also currently representing three municipal water utilities in State Engineer permitting matters (Raton, Santa Fe County and Camino Real Regional Utility Authority).

Susan C. Kery

Law Practice:	Environmental Law, Water Law, Natural Resources, Regulatory Matters
Licensed:	New Mexico 1988; Alaska 1985; Michigan 1984
Education:	The University of Michigan Law School, J.D., 1983; University of Michigan, A.B., 1980 (with honors)

Professional Background: ***Employment***: Utton & Kery, P.A., since April 1, 2016, shareholder and director. ***Prior Employment***: Sheehan & Sheehan, P.A. 1999-2016, shareholder and director; Self-Employed (Primary Contractor to Waste Isolation Pilot Plant (WIPP), Carlsbad, New Mexico), 1997-1999; Attorney, Eaves Bardacke & Baugh, P.A., 1993-1997; Special Assistant Attorney General, New Mexico State Engineer Office (now known as the Office of the State Engineer), 1990-1993; Special Assistant Attorney General, Environmental Improvement Division (now known as the New Mexico Environment Department), 1989-1990; Office of Public Advocacy, Anchorage, Alaska, 1985-1988; Alaska Legal Services Corporation, 1983-1985. ***Member***: U.S. District Court for the District of New Mexico, U.S. Court of Appeals for the Tenth Circuit. ***Certifications and Awards***: Certified by the New Mexico Board of Legal Specialization as a Specialist in Natural Resources - Water Law; Distinguished rating in Martindale-Hubbell®.

Water Law and Environmental Law: For more than 25 years, the primary focus of Ms. Kery's practice has been in the areas of water law and environmental law. From 1989-1993, in her capacity as a Special Assistant Attorney General, she focused on water adjudications for the New Mexico Office of the State Engineer (OSE), and provided guidance to the state agency now known as the New Mexico Environment Department (NMED) on a wide range of environmental issues, with a particular emphasis on air and water quality matters. Ms. Kery has represented numerous public and private water users in the state. Her present and past clients include water planning Regions, including the Jemez y Sangre Water Planning Council, the Middle Rio Grande Council of Governments, and the Southwest and Mora-San Miguel Regions in their respective regional water planning efforts; Doña Ana County in issues relating to water rights and stormwater control; the State of New Mexico, Office of the State Engineer, in the Rio San José and Pecos River adjudications; the City of Santa Fe; the Albuquerque Bernalillo County Water Utility Authority; the Jornada Water Company, and the Moriarty-Edgewood School District. Ms. Kery has also served as an adjunct faculty member at the UNM School of Law, teaching classes in water law and natural resources writing.

Administrative Law: Ms. Kery has provided representation to clients in connection with administrative and rulemaking proceedings in the environmental and water areas, including proceedings before the U.S. Environmental Protection Agency (EPA), the New Mexico State Engineer, the New Mexico Water Quality Control Commission, and the New Mexico Environmental Improvement Board. As an outgrowth of her work as a Special Assistant Attorney General on behalf of NMED and the OSE, Ms. Kery has insight into how best to approach and work within the regulatory framework to successfully resolve problems faced by her clients.

Water Litigation and Negotiation Experience: Ms. Kery's litigation practice is devoted almost entirely to water law matters. Currently, she is representing the State of New Mexico in the Rio San José adjudication, with a focus on the adjudication of Pueblo water rights. She has also

represented the State in the Pecos River adjudication, successfully defending against efforts to nullify hundreds of adjudication orders. She has also represented clients in State Engineer permit proceedings.

References

Estevan López
(former Director, NM Interstate Stream Comm.)
Commissioner, US Bureau of Reclamation
1849 C Street NW
Washington DC 20240-0001
(202) 513-0501

Scott Eschenbrenner, President's Office
New Mexico State University
Box 30001, Dept. 3545
Las Cruces, NM 88003-0001
(575) 646-2356

Dan Campbell
General Manger
City of Raton Water Department
PO Box 99
Raton, NM 87740

Steve Ross
(former Santa Fe County Attorney)
Basham & Basham
2205 Miguel Chavez Rd, Suite A
Santa Fe, NM 87105
(505) 660-0365

Tanya Trujillo, Director
Colorado River Board of California
770 Fairmont Avenue, Suite 100
Glendale, CA 91203-1068
(818) 500-1625

SECTION B

OFFEROR INFORMATION

OFFEROR: UTTON & KERY, PA

AUTHORIZED AGENT: JOHN W. UTTON

ADDRESS: SANTA FE OFFICE: PO BOX 2386, SANTA FE, NM 87504 /
ALBUQUERQUE OFFICE: 317 COMMERCIAL NE, ALBUQUERQUE, NM 87102

TELEPHONE NUMBER: (505) 699-1445

FEDERAL TAX ID NO. 81-1505281

DELIVERY: _____

STATE PURCHASING RESIDENT CERTIFICATION NO.: L1090483760

NEW MEXICO CONTRACTORS LICENSE NO.: NA

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 TECHINCAL IRREGULARITY IN THE FORM.

AFFIDAVIT FOR FILING WITH COMPETITIVE PROPOSAL

STATE OF New Mexico }
} ss
COUNTY OF Bernalillo }

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

John W. Utton

Signature

Subscribed and sworn to before me, this 4th day of August, 20 16

(SEAL)

Teresa Montoya

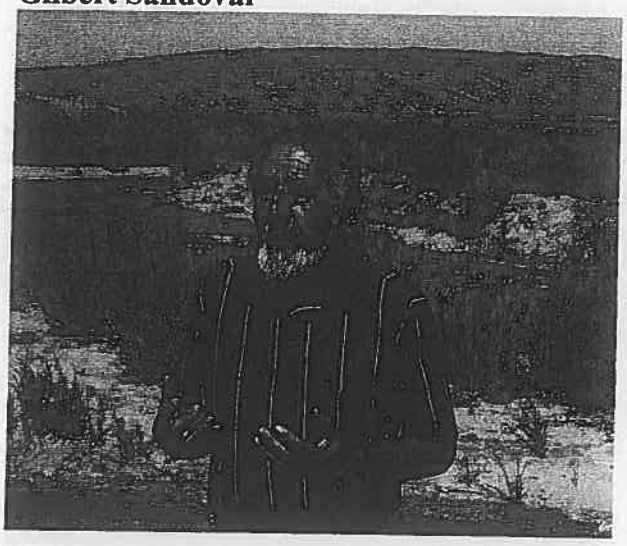
Notary Public Signature

My Commission Expires: 4/27/19

SECTION C: SUBCONTRACTORS

The water work requested by the City will require technical expertise, particularly by a professional hydrologist. We are prepared to work with whatever hydrology firm the City hires. In addition, we think that the services of Gilbert Sandoval could be of use to the City.

Gilbert Sandoval



We understand that the City already has officials and staff who are experienced and effective negotiators. If the City believes it would be helpful to make use of Gilbert Sandoval as an additional resource, we propose to make him a subcontractor.

Mr. Sandoval is the president of the Jemez Valley Acéquia Coalition and is an officer of the Board of the New Mexico Acéquia Association. He understands acéquia water issues and is a strong advocate for settlement and establishment of sharing agreements in place of litigation and strict priority administartion. For 37 years he was an employee of the US Forest Service working in the Santa Fe National Forest. He worked as a Logistics Chief in supervising Timber Resource Management and Forest Management.

For 25 years he as been the president of the Jemez Valley Acéquia Coalition. In the Jemez Valley, he has successfully negotiated agreements involving the 12 member acéquias, the three Pueblos, the City of Rio Rancho, the State of New Mexico and the United States Bureau of Reclamation and Bureau of Indian Affairs. He is personally familiar with the leadership of the Rio Gallinas Acéquia Association.

Mr. Sandoval's rate is $50.00 per hour.

SECTION D

Bonding and Licensure

As a law firm providing legal services, Utton & Kery, PA does not secure or hold any bonds to carry out its work. It does have all of the requisite professional and liability insurance coverage and professional and business licensing required for the practice of law in the State.

SECTION E

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

The following definitions apply:

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

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

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(The above fields are unlimited in size) _____

_____ _____

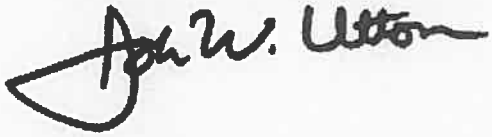
Signature Date

_____

Title (position)

-OR-

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



_____ August 3, 2016

Signature Date

Director

Title (Position)

SECTION F

Cost Proposal

A. Billing Rates and Policies

Utton & Kery, P.A. employs a multi-tier hourly rate billing system under which each attorne , law clerk, paralegal and other support staff performing billable functions on a matter itemizes the work performed and indicates the time spent in tenth of an hour increments. The hourly rates that we would charge the City under this proposal are as follows:

John W. Utton	$ 190.00
Susan C. Kery	$ 190.00
Other Senior Attorneys	$ 190.00
Associate Attorneys	$ 170.00
Law Clerks & Paralegals	$ 80.00

The foregoing rates are exclusive of applicable gross receipts tax, which will be included as a separate line item on statements submitted to the City. The firm's definition of a billable hour is 60 minutes of actual work on behalf of a client by a lawyer, law clerk, or paralegal, billed in increments of 0.1 of an hour.

Our policy with respect to legal research is to assign it to associates and law clerks if possible, as it is more cost-effective for our clients. To the extent computer-assisted research appears advisable in a case, we use Westlaw, a comprehensive legal research database. We also have New Mexico statutes and case law on DVD, a service that greatly enhances the speed at which research on New Mexico law can be performed.

Expenses typically charged to clients include photocopy charges at $0.10 per page for black and white copies and $0.50 for color copies (unless custom photocopy services are required for large copy projects, which are billed at actual cost); actual charges for courier services; and mileage at the applicable IRS rate per mile. To the extent overnight travel is necessary and authorized by the City, expenses for meals, hotel, car rental, taxi or other accommodations or modes of transportation will be billed at actual cost, and within costs established by the City. Expert witness fees will be established by agreement with each required witness, with the rates and hiring of experts subject to approval of the City.

B. Cost Effective Methods

Utton & Kery's primary goal as a firm is to render cost-effective, high quality legal services that address and respect each client's needs and desires. At the outset of litigation, we also carefully analyze the pleadings to identify extravagant claims (e.g., claims of fraud, prayers for punitive

damages and attorneys' fees), procedural flaws, and defenses that may render all or significant portions of the case subject to early dismissal by means of motions for summary judgment and/or dismissal.

Early on in our handling of litigation cases and administrative proceedings, we try to identify a settlement strategy. Our initial efforts in this regard include informal discovery and investigation designed to assess the relative strengths and weaknesses of the parties' claims, and to develop facts sufficient to allow us to talk intelligently about settlement from a position of strength. A primary goal during this phase of the case is to ascertain whether alternative dispute resolution, such as mediation, arbitration, or various negotiated settlement techniques, might be appropriate and advisable.

We believe that one key to making litigation less costly and less likely is the provision of preventive legal assistance to our clients. That might involve having our attorneys provide seminars on legal topics of concern to various the City personnel, as a means to increase in-house understanding of applicable laws. As a firm we are committed to helping our clients resolve problems as efficiently and economically as possible, and we believe preventive legal assistance is a valuable and relatively inexpensive way to avert future legal disputes.

SECTION G

DOCUMENTATION

Certificate of Specialization

New Mexico Board of Legal Specialization
attests that

John W. Utton

Has satisfied the requirements to be certified for the period of
1 Jan 2013 – 31 December 2017 as a
New Mexico Board of Legal Specialization Certified Specialist in

Natural Resources Law (Water)

Specialist
Since 4/21/2001

12 Feb 2015
Date

J. D. Herrera, Chair

Certificate of Honor

This Certificate is Presented to

Mr. John W. Utton

For 25 years of dedicated service to the legal profession
and to the citizens of the State of New Mexico.

STATE BAR of NEW MEXICO

Martha Chicoski
February 27, 2015

Certificate of Specialization

New Mexico Board of Legal Specialization
attests that

Susan C. Kery

Has satisfied the requirements to be certified for the period of
7 Feb 2013 – 31 December 2016 as a
New Mexico Board of Legal Specialization Certified Specialist in

Natural Resources Law (Water)

7 Feb 2013
Date

J. D. Herrera, Chair

October 21, 2010

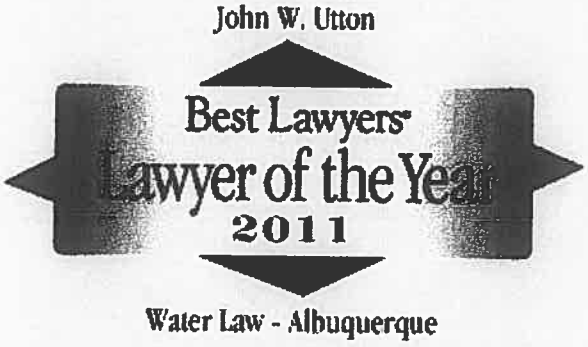
2011 Albuquerque Water Lawyer of the Year

Dear John W. Utton,

Please accept our congratulations on being named the Best Lawyers' 2011 Albuquerque Water Lawyer of the Year. Only a single lawyer in each specialty in each community is being honored as the "Lawyer of the Year." The announcement of the award is available for immediate release and a sample press release appears below.

In an effort to best highlight your achievement, Best Lawyers has designed a special "Lawyer of the Year" icon to appear on your firm's home page or your individual bio page. Below is a customized icon that includes your name and specialty as Lawyer of the Year. It is designed to appear easily on most lawyer web pages and provides a graphic reminder of your stature in the profession.

To include the attached icon on your web page, we suggest that you simply forward this email with the attached code to your marketing department, IT department, or web manager so that they may easily upload it.



We ask that your web manager use the attached code rather than copy the icon image in this email. That way, visitors to your web page will have easy access to a Lawyer of the Year page that describes the rigorous process by which you were chosen for this honor.

We would like to let your web manager and marketing team know that there is also a Best Lawyers icon available for *all* of the lawyers in your firm listed in Best Lawyers. To download the code for those images, they can go to http://www.bestlawyers.com/aboutus/logos.aspx?firm_id=21018.

If your web manager has any questions, please have him or her contact Jeremy Hughes at 803-644-1671 or jhughes@bestlawyers.com.

In case you wish to issue a press release on having been selected Lawyer of the Year, I

have added some sample text for such a release below. Your marketing department can provide the necessary additional material on you and your career.

PRESS RELEASE (Available for immediate release)

Best Lawyers, the oldest and most respected peer-review publication in the legal profession, has named John W. Utton as the "Albuquerque *Best Lawyers* Water Lawyer of the Year" for 2011.

After more than a quarter of a century in publication, Best Lawyers is designating "Lawyers of the Year" in high-profile legal specialties in large legal communities. Only a single lawyer in each specialty in each community is being honored as the "Lawyer of the Year."

Best Lawyers compiles its lists of outstanding attorneys by conducting exhaustive peer-review surveys in which thousands of leading lawyers confidentially evaluate their professional peers. The current, 17th edition of *The Best Lawyers in America* (2011) is based on more than 3.1 million detailed evaluations of lawyers by other lawyers.

The lawyers being honored as "Lawyers of the Year" have received particularly high ratings in our surveys by earning a high level of respect among their peers for their abilities, professionalism, and integrity.

Steven Naifeh, President of Best Lawyers, says, "We continue to believe – as we have believed for more than 25 years – that recognition by one's peers is the most meaningful form of praise in the legal profession. We would like to congratulate John W. Utton on being selected as the 'Albuquerque *Best Lawyers* Water Lawyer of the Year' for 2011."

With warm regards,

Steven Naifeh
President
Best Lawyers
steve.naifeh@bestlawyers.com
T: 803-641-1707 | F: 803-641-1709

http://www.bestlawyers.com

Best Lawyers®

August 15, 2013

Dear John W. Utton,

I would like to congratulate you again on having been selected by your peers for inclusion in the 20th Edition of *The Best Lawyers in America* for in the practice areas of: **Environmental Law, Natural Resources Law** and **Water Law**.

This email is to inform you that the embargo on the 20th Edition of *The Best Lawyers in America* has lifted. The new 2014 list is now available on BestLawyers.com and you are free to publicize your rankings.

If you would like to learn more about opportunities for marketing and promoting your listing, please contact your Legal Media Specialist, Josh Rupall, at 718-989-1368 or jrupall@bestlawyers.com.

Again, congratulations on being selected by your peers for inclusion in *The Best Lawyers in America.*

Sincerely,
Phil

Phillip S. Greer
Chief Operating Officer
Best Lawyers
Phillip.Greer@bestlawyers.com
T: 803-648-0300 | F: 803-641-4794
http://www.bestlawyers.com

Best Lawyers®

July 1, 2014

Dear John W. Utton,

I would like to congratulate you on having been selected by your peers for inclusion in the 21st Edition of *The Best Lawyers in America* in the practice areas of: **Environmental Law, Natural Resources Law** and **Water Law**.

Additionally, please accept our congratulations on being named the ***Best Lawyers'* 2015 Santa Fe Natural Resources Law "Lawyer of the Year".** Only a single lawyer in each practice area in each community is being honored as the "Lawyer of the Year".

The address below reflects our database's information for you. If it is incorrect, please alert us as soon as possible.

Mr. John W. Utton
jwu@sheehansheehan.com
Sheehan & Sheehan, P.A.
128 Grant Avenue, Suite 225
Santa Fe, NM
87501

Sincerely,
Phil

Phillip S. Greer
Chief Operating Officer
Best Lawyers
Phillip.Greer@bestlawyers.com
T: 803-648-0300 | F: 803-641-4794
http://www.bestlawyers.com

CITY OF ALBUQUERQUE PERMIT

CITY OF ALBUQUERQUE
P.O. BOX 17
ALBUQUERQUE, NM 87103-0017

UTTON AND KERY PA
317 COMMERCIAL DR NE
ALBUQUERQUE, NM 87102

CITY OF ALBUQUERQUE

UTTON AND KERY PA
317 COMMERCIAL DR NE
ALBUQUERQUE, NM 87102

Facility No.: FA0122976

RECORD ID	PROGRAM DESCRIPTION	PROGRAM IDENTIFIER	Effective Dates From	Through
PT0147493	Business Registration Receipt	BUSINESS REGISTRATION	03/01/2016	02/28/2017

HAVING COMPLIED WITH THE FEE REQUIREMENTS OF CHAPTER 13 ARTICLE 1 OF THE REVISED ORDINANCES.

REGISTRATION OR LICENSING WITH THE CITY OF ALBUQUERQUE AND PAYMENT OF FEES DOES NOT CONSTITUTE A WAVER OF ANY REQUIREMENTS OR PROVISIONS CONTAINED IN ANY LAW.

THE ACTIVITY/BUSINESS PROPOSED TO BE CONDUCTED AT ANY LOCATION WITHIN THE CITY SHALL BE APPROVED BY THE CITY'S ZONING ENFORCEMENT OFFICER PRIOR TO COMMENCING THE ACTIVITY/BUSINESS.

Consumer Health Protection Division

Treasury Division

(505) 768-BILL (2455)

POST IN A CONSPICUOUS PLACE

IO18 2/12/2013

3/31/2016 Over the Counter

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT BUSINESS CERTIFICATE

Issued to: UTTON & KERY, P.A.

DBA: UTTON & KERY, P.A.
317 COMMERCIAL NE
ALBUQUERQUE, NM 87102

Expires: 20-Jul-2019

Certificate Number:

L1090483760

Demesia Padilla, CPA, Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 08/08/16 **DEPT:** Utilities Dept. **MEETING DATE:** 8/17/16

ITEM/TOPIC: Award request for proposals #2017-06 for hydrologist professional consulting services to Glorieta GeoScience, Inc.

ACTION REQUESTED OF COUNCIL: Approval / Disapproval to award request for proposals #2017-06 to Glorieta GeoScience, Inc.

BACKGROUND/RATIONALE: The 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.

Advertised:	07/15/16; Las Vegas Optic, Albuquerque Journal and City Website
Bid Opening:	August 8, 2016
Number of Proposers:	3 - Glorieta GeoScience, Mustafa Chudnoff Consulting & EA Engineering Science & Technology, Inc.
Consultant Chosen:	Glorieta GeoScience, Inc.
Amount:	To be negotiated.
Budget Line Item:	647-0000-610-7305

STAFF RECOMMENDATION: Approval to award request for proposals #2017-06 to Glorieta GeoScience, Inc.

COMMITTEE RECOMMENDATION:

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

SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

TONITA GURULE-GIRON
MAYOR

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

RICHARD TRUJILLO
CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

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

Revised 4/20/16

PROPOSAL/BID OPENING

DATE: 8-Aug-2016

OPENING NO.: **2017-06**

TIME: 2:30 PM

DEPARTMENT: UTILITIES

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

ITEM(S): **HYDROLOGIST**

RECEIVED FROM:		AMOUNT		BID BOND	AFFIDAVIT NOTARIZED	CAMPAIGN DISC. FORM
1 EA Engineering Science & Technology Inc					✓	✓
2 Mustafa D Chudnoff Consulting LLC					✓	✓
3 Glorieta GeoScience Inc					✓	✓
4						
5						
6						

	COMPANY REPRESENTATIVE	COMPANY NAME
1	[illegible]	City of Las Vegas Purchasing
2	[illegible]	CLV - Inventory
3	[illegible]	CLV - Utilities
4	[illegible]	CLV - P/M
5	[illegible]	CLV - P/M
6		
7		
8		
9		
10		

(use other side of form when full)

ORIGINALS TAKEN BY: Yvette Gonzales

DATE: 8/8/16

OPENED BY: FINANCE DEPARTMENT

DATE: 8/8/2016

Hydrologist	Maria Gilvarry	Benito Lujan	Marvin Cordova	Shawni Muniz	Total Score
Vendor/Respondant					
Mustafa	75	80	68	86	309
Glorieta Geoscience	90	94	94	96	374
EA Engineering	71	95	75	85	326

REQUEST FOR PROPOSALS

The City of Las Vegas, New Mexico will open Sealed Qualifications/Proposals at ~~2:00~~ 2:30 p.m., Aug 8, 20 16, 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:

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: Hydrologist Opening No. 2017-06 ; on the lower left-hand comer 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,

RICHARD TRUJILLO, CITY MANAGER

H. CHICO GALLEGOS, CITY ATTORNEY

CASANDRA FRESQUEZ, CITY CLERK

ANN M. GALLEGOS, FINANCE DIRECTOR

JUNE TAFOYA-CORDOVA, PURCHASING OFFICER

Opening No. ~~2016-30~~ 2017-06 Date Issued: 7·12·16

Published: LAS VEGAS OPTIC 7/15 ,2016
ALBUQUERQUE JOURNAL 7/15 ,2016
www.lasvegasnm.gov

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 TECHINCAL IRREGULARITY IN THE FORM.

AFFIDAVIT FOR FILING WITH COMPETITIVE PROPOSAL

STATE OF _____ }
} ss
COUNTY OF _____ }

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

_____
Signature

Subscribed and sworn to before me, this _____ day of _____, 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: August 8 2016; 2:00 p.m.; 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: August, 2016. 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 30-4-1, 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. (Section30-24-2 N.M.S.A. 1978) it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. In addition (Section 30-41-1 through 30-413, N.M.S.A. 1978) states that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

RESPONSIBILITY OF 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 proposal this delayed 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.

APPLICATON OF PREFERENCE

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

FEDERAL TAX IDENTIFICATION NUMBER

Pursuant to IRS requirements, offerors shall provide their Federal Tax ID Number if offeror is incorporated. If offeror is a sole proprietorship or partnership, then 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) 8270700 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 Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars ($250) over the two year period.

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

The following definitions apply:

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

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

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(The above fields are unlimited in size) _____

_____ _____
Signature Date

_____
Title (position)

-OR-

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

_____ _____
Signature Date

_____
Title (Position)

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 City of Las Vegas defined in the scope of work.

A. SCOPE OF WORK

The Offeror shall perform Hydrologist Services on an as needed basis, as hereafter stated.

The duties shall include the following services:

a. Services related to water rights & hydrology.
b. Water Rights Accounting and Purchasing.
c. General Water Resource Planning and Management.
d. Serving as a Technical Expert in Water Rights Hearings.
e. 40 year water planning preparation.
f. Upper Gallinas Stream Forecasting and Diversion Modeling.
g. Analyze data on environmental impacts of pollution, erosion, and drought.
h. Analyze / report on snow levels.
i. Analyze / report on well field levels.
j. Analyze / report on water sales and water loss.
k. Analyze flow conditions and data.
l. Discharge permits applications.
m. Provide information needed for water projects related to effluent, non-potable and potable water.
n. Provide documentation to City of Las Vegas Utilities Division. Retain records for each 5 year period.
o. Prepare written reports and presentations of their findings.
p. Provide other hydrologist consulting services as needed

1. OFFEROR'S IDENTIFICATION:

State name and address of your organization or 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. PERSONNEL EXPERIENCE:

Describe the experience and qualifications of company Principals, supervisors, and other employees who will be actively engaged in the work required under the contract, including

experience of subcontractors. The experience and qualifications must reference the servicing of the City of Las Vegas Utilities System. Respond to this as Section B of Offeror's proposal.

3. LICENSES:

The Offeror shall show that he has a New Mexico general Contractors license and all 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 C in Offeror's proposal.

4. NECESSARY LABOR AND EQUIPMENT:

The offeror shall show that he has the necessary labor and equipment for hydrologist services. Equipment and labor if required shall be available to be on site within the specified time line. Respond to this section as Section D in Offeror's proposal.

5. EXPERIENCE IN HYDROLOGIST SERVICES:

The offeror shall demonstrate at least five (5) years experience. Indicate name, address and phone number of past customers and reference individuals who can be contacted regarding the work. Respond to this section as Section E in Offeror's proposal.

6. EXPERIENCE AS A HYDROLOGIST:

The Offeror shall demonstrate at least five (5) years of proven performance working as a hydrologist.

7. DOCUMENTATION:

The Offeror shall provide documentation of education, certifications and, qualifications. Respond to this section as Section G in Offeror's proposal.

8. FINANCIAL:

The Offeror shall provide a letter from a financial institution regarding the Offeror's credit rating. Respond to this section as Section I in Offeror's proposal.

9. ADDITIONAL INFORMATION:

Describe any exceptions and/or clarifications to this Request for Proposals. Also include any additional information you believe to be pertinent to the proposal but not requested elsewhere. Respond to this section as Section K in Offeror's proposal.

10. NOTE:

Number of pages should not exceed a total of 25. Submit one (1) original and five (5) copies of all Proposal documents.

11. WITHDRAWAL OF PROPOSAL:

A Proposal may not be withdrawn or canceled 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.

12. OFFERORS INTERESTED IN MORE THAN ONE PROPOSAL:

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.

13. OPENING OF PROPOSAL:

Offerors are invited to be present at the opening of the Proposal. All Proposals shall be made and received with the understanding that the Offeror accepts the terms and conditions contained in these Contract Documents referred to herein.

14. COMPARISON OF PROPOSALS:

City of Las Vegas shall appoint a selection committee to review and evaluate the proposals submitted for this project. Offerors should be prepared to respond to requests by the selection committee for oral presentations, site visits, and interviews with key employees and other areas deemed necessary to assist in the evaluation process. The selection committee may, at its option, interview some or all Offerors submitting valid proposals. The committee shall, on the basis of the proposal and the interviews, rank the Offerors for recommendation of award to the City Manager and the Las Vegas City Council.

The following criteria shall be used by the selection committee in evaluating and ranking the proposals and making a recommendation for award. The proposals shall be rated on a scale of 1-100 by each evaluator with maximum points per category as shown below:

1. Personal/Personnel Experience: NM water law, water rights, management regulations and water rights accounting, Surface water diversion and reservoir management ability..... 30%

2. Capacity and Capability: Offerors willingness, capacity and capability to perform the scope of work with such factors as project approach control of costs, quality of work, and meeting deadlines.....15%

3. Past Record of Performance and Familiarity with Hydrologic services, provide a summary of

three related projects itemized in item number 1 above, including contact information:.....15%

4. Familiarity with the Gallinas and Las Vegas area in which the work will be performed.....30%

5. Proximity to Las Vegas New Mexico.....10%

15. AWARD OF CONTRACT:

The Owner reserves the right to delay awarding of the Contract up to 60 days after the scheduled opening and the privilege of rejecting all proposals and not making an award. Awarding of Proposal shall be made to the responsible Offeror whose Proposal best meets the specifications. In awarding the Contract, the Owner shall determine, at his discretion, whether an Offeror is qualified to perform the Contract, and whether it is to the interest of the Owner to accept the offer. The City of Las Vegas reserves the right to make multiple awards on professional services proposals.

16. BONDS:

The successful offeror will be required to furnish a Performance Bond, 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.

17. INSURANCE CERTIFICATE:

The Offeror must at all times hold General Liability insurance of at least $1,000,000.00 per occurrence with a $2,000,000.00 aggregate 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 the Contract.

The successful Offeror will be required to furnish insurance certification for the insurance required.

18. CONTRACTUAL TERMS:

The following contractual terms will be included in any Contract entered into by the City of Las Vegas and the consultant selected.

a. Funding

This solicitation is subject to the availability of funds to provide this service. 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.

b. Term

1. The term of this agreement shall be for a period of one (1) year. Due to the need for a continuity of the contractual services, the term may be extended from year to year for a maximum of four (4) years. Sixty (60) days prior to the end of each year of the agreement, City may, without stating a cause, give notice of its intention to terminate the contract.

21. EXECUTION OF CONTRACT:

The Contract, Performance Bond and Labor and Material Payment Bond shall be executed in four (4) 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- Bonding Company

22. CONTRACT DOCUMENTS:

The complete Contract Documents will include the following:
(1) Notice to Offerors
(2) Instructions and Information for Offerors
(3) Proposal
(4) Cost
    a) Breakdown pricing for lodging
    b) miles traveled, travel time, misc. travel expense,
    c) field work / testing
(5) Contract Agreement
(6) Performance Bond
(7) Labor and materials Payment Bond
(8) General conditions and Provisions of the Scope of Service
(9) Safety Requirements, insurance certificates, and Contractor's bonds, all of which are bound together.

23. CITY OF LAS VEGAS BUSINESS LICENSE:

The successful Offeror shall be required to obtain a business license from the City of Las Vegas before commencing work on the project.

24. DOCUMENTS TO SUBMIT WITH PROPOSAL:

Each Offeror shall submit one (1) original and five (5) copies of the following documents:

A. Proposal
B. Offeror Information Form
C. List of Subcontractors

D. Contractor's Bonds
E. Campaign Contribution Disclosure Form
F. Cost
   1) Breakdown pricing for lodging
   2) miles traveled, travel time, misc. travel expense,
   3) field work / testing

EVALUATION SHEET

OFFERORS:
Proposal must address each of the following criteria.

EVALUATOR: _____ DATE: _____

RATING SHEET FOR:
Hydrologist Services

Offeror:_____

ITEM	POSSIBLE POINTS	POINTS AWARDED
RFP - HYDROLOGIST SERVICE		
1. Personal/Personnel Experience	30	
2. Capacity and Capability	15	
3. Past Record of Performance	15	
4. Familiarity with the City of Las Vegas and land use regulations	30	
5. Proximity to Las Vegas New Mexico	10	
TOTAL	**100**	

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

July 28, 2016

Casandra Fresquez, City Clerk
City of Las Vegas
1700 Grand Ave
Las Vegas, New Mexico 87701

RE: Response to Request for Professional Consulting Services for Hydrologist, RFP #2017-06

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. 2017-06. GGI has been providing environmental and water supply consulting services for clients in New Mexico, Nevada and the western United States for over 35 years. We have comprehensive experience in professional consulting, conducting field investigations, 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.

We have extensive experience with the City of Las Vegas water rights, Gallinas River and Taylor Well Field hydrology, and issues facing the City in negotiations with the Gallinas River acequias and the Storrie Project Water Users Association. GGI has an established track record of providing clients with high quality, innovative work products that are delivered on time and within budget. Having a 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. 2017-06 with the authority to enter into binding agreements with the City of Las Vegas. Mr. Lazarus and Paul Drakos, GGI's Vice President and Senior Geologist, will be the Principals in Charge and primary contacts for the City. Mr. Jim Riesterer and Ms. Meghan Hodgins will act as senior project managers and serve as secondary contacts to the City. The GGI team has more than 75 combined years of experience providing hydrology and water rights consulting services to the City of Las Vegas. Dr. Elke Naumburg, Ecohydrologist, will serve as lead for data and statistical analyses (e.g. stream flow, diversion records). Ms. April Jean Tafoya, GGI Geologist, will lead analyses related to utility-related needs. All staff members listed above are experts in water rights administration and planning. Additional staff members will join the project team as needed. GGI is pleased to provide the services of DL Sanders, Esq. as a water rights consultant and strategy expert. DL Sanders was Chief Counsel to the NM State of Engineer for 15 years.

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, or Paul Drakos, GGI's Vice President, at (505) 983-5446 ext. 108 or drakos@glorietageo.com if you or the Evaluation Committee have any questions or require any clarification about our proposal.

Sincerely,

Jay Lazarus, President/Senior Geohydrologist

RECEIVED
AUG 08 2016
CITY OF LAS VEGAS
2:35 pm

Table of Contents

A. Proposal 1
Section A – Offeror's Identification 1
Section B – Personnel Experience 1
Section C – Licenses 7
Section D – Necessary Labor and Equipment 7
Section E – Experience in Hydrologist Services 7
City of Las Vegas (1985-2010) 8
Town of Red River (2008 – present) 10
City of Rio Rancho (1998 to Present) 12
REFERENCES 14
Section F – Experience as Hydrologist 14
Section G – Documentation 24
Section H – Not listed in RFP 24
Section I – Financial – Credit Rating 24
Section K – Additional Information 24
B. Offeror Information Form .....
C. List of Subcontractors .....
D. Contactor's Bonds .....
E. Campaign Contribution Disclosure Form .....
F. Cost .....

A. Proposal

Section A – Offeror's Identification

Glorieta Geoscience, Inc.
PO Box 5727
Santa Fe, NM 87502
Phone: 505-983-5446
Fax: 505-983-6482
www.glorietageo.com

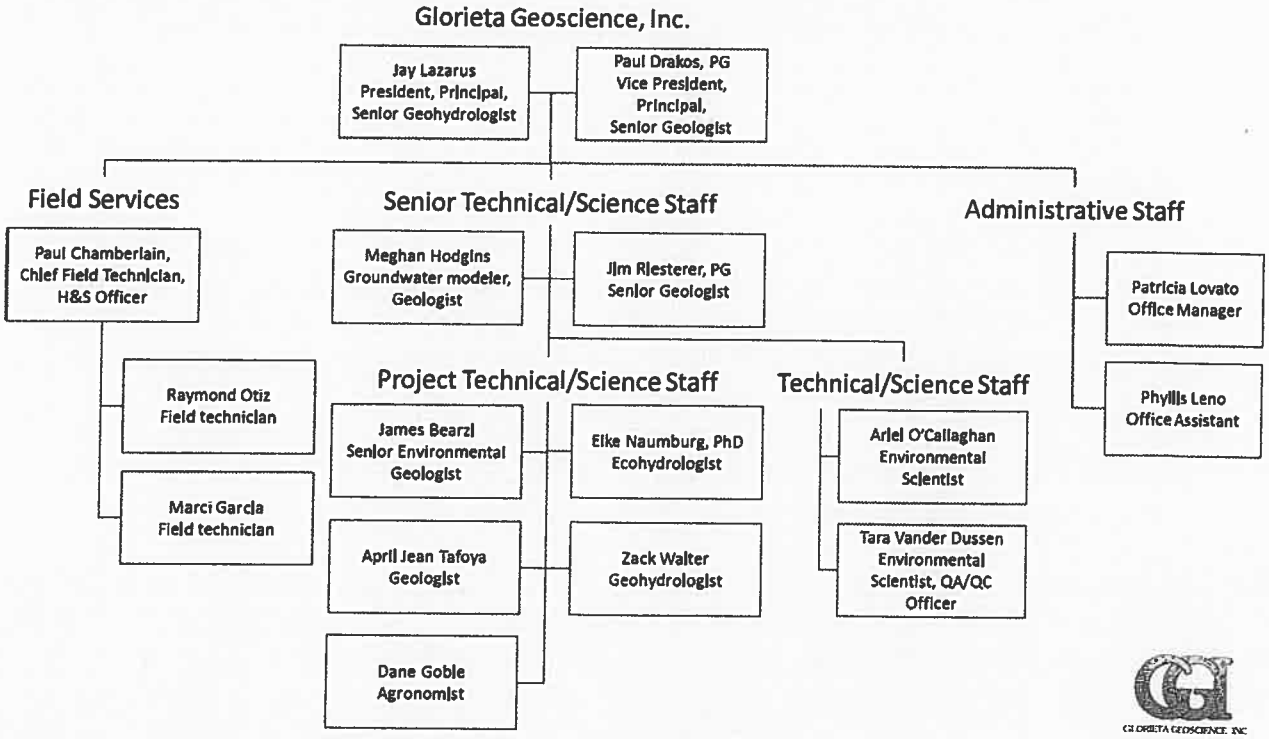
Federal Tax ID: 85-0358730

Subcontractor:

DL Sanders, LLC
17 Seton Plaza
Santa Fe, NM 87508
Phone: 505-412-1112

License: N/A

Mr. Jay Lazarus, GGI President and Senior Geohydrologist, is this Offeror's representative for RFP No. 2017-06 with the authority to enter into binding agreements with the City of Las Vegas. Mr. Lazarus and Paul Drakos, GGI's Vice President and Senior Geologist, will serve as principals in charge and will be primary contacts for the City. Secondary contacts will be Meghan Hodgins and Jim Riesterer. The following organization chart shows staff that may work on the project.



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 – Personnel Experience

All previous work conducted by GGI for the City of Las Vegas was performed under the direction of the Mayor, City Manager and/or Utilities Director. The following sections list specific individual personnel qualifications and education. Additional GGI staff will be used on projects on an as-needed basis. Specific experience on City of Las Vegas projects is presented Section E.

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 40 years of professional experience developing, implementing, and bringing to successful completion numerous multi-disciplinary water resources projects. Mr. Lazarus was the City's primary hydrologist and water rights expert from 1985-2010. 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; dairy and concentrated animal feeding operations environmental compliance, regulatory compliance in four states and management of 13 abatements; 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:** 26

Mr. Drakos is the Vice President and Senior Geologist with GGI. Mr. Drakos' work experience includes coordination and supervision of numerous drilling, design, development, completion and testing of public-supply wells (including the City of Las Vegas), 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 ISC 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 Pahrump 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.

Since 2002, Mr. Drakos has conducted geologic mapping projects for NM Bureau of Geology Quad Mapping programs in the Mount Taylor and Valles Caldera areas, in which capacity he was responsible for mapping of Quaternary surficial deposits on seven Quadrangles. Since 1993 Mr. Drakos has been project leader for multidisciplinary scientific teams at Los Alamos National Laboratory (LANL). Under his supervision, these teams were responsible for geomorphic characterization and evaluation of sediment transport in canyons draining LANL. This was accomplished through geomorphic mapping, completion of soil stratigraphic descriptions, collection and analysis of dendrochronology samples, completion of surveys for topographic profiles and cross sections, and sample collection based on discrete stratigraphic intervals. These methods are also applied to studies of post-fire sediment transport and to geoarchaeological investigations.

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:** 19

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 been responsible for the management and completion of more than 40 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.

Ms. Hodgins' training and certifications include: Calibrating Groundwater Models with Groundwater Vistas and PEST; 12 hour Short Course Webinar 2015; Improving Hydrogeologic Analysis of Fractured Bedrock Systems; 32-hour Short Course 2009; UCODE (Universal Inversion Code for Automated Calibration); 24-hour Short Course 2007; The MODFLOW Course Theory & Hands-on Applications using MODFLOW-2000, MODPATH, MT3D & WinPEST; 36-hour Short Course 2005; Advanced MODFLOW 2000 modeling: 'Polishing Your Groundwater Modeling Skills', International Groundwater Modeling Center, 36-hour Short Course, 2003; Artificial Recharge of Groundwater, 2002; Using ArcView GIS with Groundwater Vistas & MODFLOW, 2000; Analysis and Design of Aquifer Tests including Slug Tests and Fracture Flow, 1998; OSHA 40 - Hour Hazardous Waste Training (40 CFR 1910.120); OSHA 8-Hour refresher Courses.

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:** 16

Mr. Riesterer is a Project Manager Geologist at GGI and has been the project lead or project team member for a wide range of geologic and hydrologic investigations: 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 and sediment transport at LANL; characterization of springs including sources, recharge rates, and controls on discharge; preparing and reviewing documents for water right transfers; documentation of historic water uses for irrigation and other purposes 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.

Mr. Riesterer has completed the following professional development and training: Completion of all training required for LANL sediment sampling program; Baroid IDP, 'Use of drilling fluids for Water Well Applications', short course; National Groundwater Association, 'Design and Construction of Wells', short course; National Groundwater Association, 'Analysis and Design of Aquifer Tests Including Slug Tests and Fracture Flow', short course; OSHA 40 hour hazardous materials training; Lorman Education Services, 'Water shortages and Desalination' short course; Environmental Simulations Inc., 'Introduction to Groundwater Flow and Transport Modeling Using Groundwater Vistas' short course; CLE International, 'New Mexico Water Law Superconference' two-day seminar; as well as the National Groundwater Association, 'Naturally Occurring Contaminants Conference, Arsenic, Radium, Radon, and Uranium', two-day seminar.

Mr. James Bearzi, Senior Environmental Geologist

Education: M.S. Earth Sciences **Years Professional Experience:** 27

Mr. Bearzi is the Senior Environmental Geologist for GGI, working on a wide range of water resource and environmental projects. With over 26 years of experience, Mr. Bearzi brings technical and management experience from the U.S. Geological Survey, from serving as Bureau Chief at the New Mexico Environment Department's Underground Storage Tank, Hazardous Waste, and Surface Water Quality Bureaus, and the NM Interstate Stream Commission where he was the Pecos River Bureau's Technical Program Supervisor, focusing on operations at the Seven Rivers and Lake Arthur Well Fields. Mr. Bearzi also has eight years of experience in consulting and was an adjunct faculty member of the Science Department for the University of New Mexico (Los Alamos).

Mr. Bearzi has been responsible for the assessment and evaluation of complex hydrologic, geologic, and ecologic problems; federal and state law and regulatory compliance; projects and budgets managing the State's natural resources; evaluation of hydrologic models; implementation of New Mexico's surface water quality protection program; watershed protection and restoration; collection and evaluation of water quality and quantity data; providing testimony in litigation and administrative proceeding; and developing and implementing public participation and community involvement strategies.

Dr. Elke Naumburg, Ecohydrologist

Education: Ph.D. Plant Physiological Ecology **Years Professional Experience:** 30

Through her academic background, Dr. Naumburg has extensive experience in designing sampling campaigns for hypothesis testing, data collection suitable for statistical analyses, data management and analysis, statistical analyses, and data interpretation. Since working at GGI, Dr. Naumburg's experience includes: Surface and groundwater rights research, abstracting, and evaluation in NM and NV, water rights transfer and acquisition strategy and change applications, water rights diversion tracking, analysis and mapping of groundwater contaminants, data management, statistical and GIS analysis, Phase I ESA investigations and reporting that include vapor intrusion assessments, discharge permit application preparation and compliance reporting for agricultural facilities, abatement reporting, and wetlands assessment and mitigation. Dr. Naumburg was a lead technical writer on both the Nye County Water District Water Supply Appraisal Investigation Report, the Moapa Valley Water District 50-Year Integrated Water Resources Plan, and an update to the Truth or Consequences 40-Year Water Supply Plan. Finally, Dr. Naumburg frequently serves as internal report and presentation editor.

Ms. April Jean Tafoya, Geologist

Education: M.S. Earth and Planetary Science **Years Professional Experience:** 7

Ms. April Jean Tafoya is a staff Geologist at GGI. Ms. Tafoya's experience includes: water resource management and asset inventory and evaluation; drilling supervision, well design, lithologic description of cuttings, and evaluation of geophysical logs for groundwater production water wells; development of

Conservation and Water Availability Plans; water rights research, abstracting, and evaluation; designing and implementing geochemical surveys to determine background environmental conditions, natural and anthropogenic contaminant sources, and source water tracing utilizing isotopic signatures. Ms. Tafoya routinely analyzes satellite, DTEM, field, water resource, and geologic information for map, spatial analysis, statistical analysis, and model production, including hydrographic survey map overlay. She has participated in the GGI field and data analysis team responsible for geomorphic mapping, sediment characterization, and sediment volume analysis in canyons draining Los Alamos National Laboratory. Ms. Tafoya's recent project management includes an inventory and evaluation of all Water Service Agreements between Santa Fe County and developers in order to assess Santa Fe County water right assets.

Ms. Tafoya's professional training and certificates include: Completion of courses required for LANL Sediment Sampler Training Matrix (2 years), Completion of the 38-hour Groundwater Pollution and Hydrology Course, Princeton Groundwater, Inc. (3.8 CEU's), September 21-25, 2015, Adult CPR, AED and First Aid Certified (May 4, 2015), Completed 8 CEU's with New Mexico Groundwater Association, Driller CEU Class Member of New Mexico Groundwater Association.

Mr. Zachary Walter, Hydrogeologist

Education: M.S. Hydrologic Science and Engineering **Year Professional Experience:** 7

Mr. Walter is a staff Hydrogeologist at GGI. Mr. Walter's experience includes: hydrogeologic investigations for drinking water well field resource management and site contaminant delineation which encompasses data mining, aquifer targeting, objective based planning, permitting, contractor coordination, drilling oversight, lithologic logging, geophysical boring log interpretations, aquifer testing, and discrete interval and composite source water quality sampling; groundwater modeling for capture zone analysis and 40-year planning/pumping impairments; cataloging water rights for appropriations, change applications, and fulfillment of permit requirements; and technical report preparation. Mr. Walter regularly uses State, Federal, and academic resources to characterize local and regional geologic and hydrologic resources to meet project goals. His most recent project management consisted of identifying groundwater resources for the due diligence of an 11,000 acre ranch property.

Mr. Dane Goble, Agronomist

Education: M.S. Forest Soils and Hydrology **Years Professional Experience:** 8

Mr. Goble is an Agronomist at GGI. His experience includes, but is not limited to: design and oversight of sampling and analysis plans for inorganic contamination in groundwater and surface water for multiple facilities; water rights applications; the design and implementation of Quality Management Plans (QMPs); identification of actual or potential contaminant sources; the oversight and collection of water, soil, waste, and plant tissue samples; statistical analysis; data management, analysis, and collection; development of site cleanup goals; report preparation; and regulatory compliance at the federal and state level. He is responsible for managing water rights for numerous agricultural clients and reuse of treated municipal effluent for golf course irrigation.

Mr. Goble's main responsibilities involve the oversight of state and federal environmental regulatory compliance for dozens of Controlled Animal Feeding Operations (CAFOs) in New Mexico and Nevada. Within these CAFO operations, Mr. Goble's work also includes: the monitoring of water use efficiency; the oversight and collection of water, soil, waste, and plant tissue samples; irrigation and stock water quality analysis; annual site inspections for permit compliance; and litigation support.

Ms. Tara Vander Dussen, Environmental Scientist & QA/QC Officer

Education: B.S. Soil, Water Environmental Science **Years Professional Experience:** 5

Ms. Vander Dussen is an environmental scientist at GGI and the Executive Director of the company's software program, CAFOweb™. Ms. Vander Dussen's experience includes data collection from site inspections at dairy facilities, maintaining data integrity in CAFOweb™ through quality assurance protocols, managing all administrative duties for CAFOweb™ and assisting dairies with regulatory compliance. As a QA/QC Officer, Ms. Vander Dussen has extensive knowledge of data collection, analysis and reporting. Ms. Vander Dussen has created protocols for completing data entry and quality check. Ms. Vander Dussen is then responsible for data analysis and assembling permit compliance reports.

Ms. Ariel O'Callaghan, Environmental Scientist

Education: B.S. Environmental Science **Years Professional Experience:** 2

Ms. O'Callaghan is an Environmental Scientist 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 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 also is working with Santa Fe County to outline and assess all their water service agreements. This includes working directly with the utility departments, county clerks and individuals to outline their existing water agreements. This allows the county to make informed economic and water supply decisions before issuing new water service agreement contracts.

Mr. Paul Chamberlain, Chief Field Technician & H&S Officer

Education: M.S. Industrial and Organizational Psychology **Years Professional Experience:** 9

Mr. Chamberlain is the Chief Field Technician and Health and Safety Officer for GGI. He is approaching ten years of experience in several facets of environmental field work and compliance, and has a strong working knowledge of state and federal regulations and policies. Mr. Chamberlain has assisted with the development of many of the operational and guidance documents that GGI implements, including SOPs, HASPs, and QAPPs. He frequently performs statistical data analysis and data interpretation for the wide range of state, federal, and client reports that he prepares. Mr. Chamberlain has prepared NMED discharge permit applications, has written reports for the New Mexico Groundwater Quality Bureau, Solid Waste Bureau, and Storage Tank Bureau, and has written Storm Water Pollution Prevention Plans, Phase I ESAs in conformance with the applicable federal standards.

As the senior field technician, Mr. Chamberlain is responsible for ensuring the integrity of the sampling program at GGI, and oversees the sample collection and reporting for over 250 groundwater samples quarterly for a myriad of regulatory agencies. He frequently conducts environmental drilling, subsurface sampling, soil vapor monitoring, groundwater sampling, surface water sampling, and waste stream characterization. Mr. Chamberlain oversees field teams, and trains GGI personnel in proper sample collection and handling, documentation, and safety protocols.

Mr. Chamberlain completes annual continuing education requirements for his certifications, which include State of New Mexico Water Quality Control Commission Water Sample Tech Level 2 Certification and Hazardous Waste Operations and Emergency Response.

Mr. DL Sanders, Esq.

Education: J.D. University of New Mexico Law School **Years Professional Experience: 30**

In 2014, Mr. Sanders 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. He has been a water attorney since 1990 and 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, Mr. Sanders spent approximately eight 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. He also was assigned to the litigation of water rights adjudication cases. In 1998, Mr. Sanders was assigned by the State Engineer to supervise the drafting of decisions by his hearing officers in the Administrative Hearing Unit. In late 1998, Mr. Sanders was appointed Deputy Chief Legal Counsel where 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, Mr. Sanders was appointed as interim Chief Legal Counsel. As Chief Counsel, he supervised all functions of LAP listed above and directly advised the State Engineer on all matters related to his duties. In 2001, Mr. Sanders 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 Mr. Sanders to the Western States Water Council where he served as a member until retirement in 2014. Mr. Sanders served as a member of the New Mexico Water Quality Control Commission from 2008 through 2014.

Section C – Licenses

No general contractor license is required for the services provided.

Section D – Necessary Labor and Equipment

As outlined in Section B, Glorieta Geoscience, Inc. has seven staff members with extensive experience in hydrology; water rights accounting, permitting (including Office of the State Engineer (OSE) hearing testimony) and purchasing; water resource planning and assessment including 40-year plans and water conservation plans; utility rate analyses and asset management plans; and hydrological data collection and analyses including stream flow, reservoir management, well field water levels and well field management effects. An additional five staff members have wide-ranging environmental compliance experience, which includes discharge permits and associated compliance data collection and reporting.

GGI as a company has an excellent track record in completing work products to high standards within budget and deadlines. To manage and control costs, GGI's software allows weekly budget-tracking.

GGI either owns or will rent equipment necessary to conduct the work required as part of the contract. GGI owns the following: Sounders, transducers, bailers, steel tapes, multimeters capable of measuring pH, conductivity, temperature, dissolved oxygen, oxygen reduction potential, and salinity, submersible pumps, orifice plate weirs, portable flumes, hand augers, and generators.

Section E – Experience in Hydrologist Services

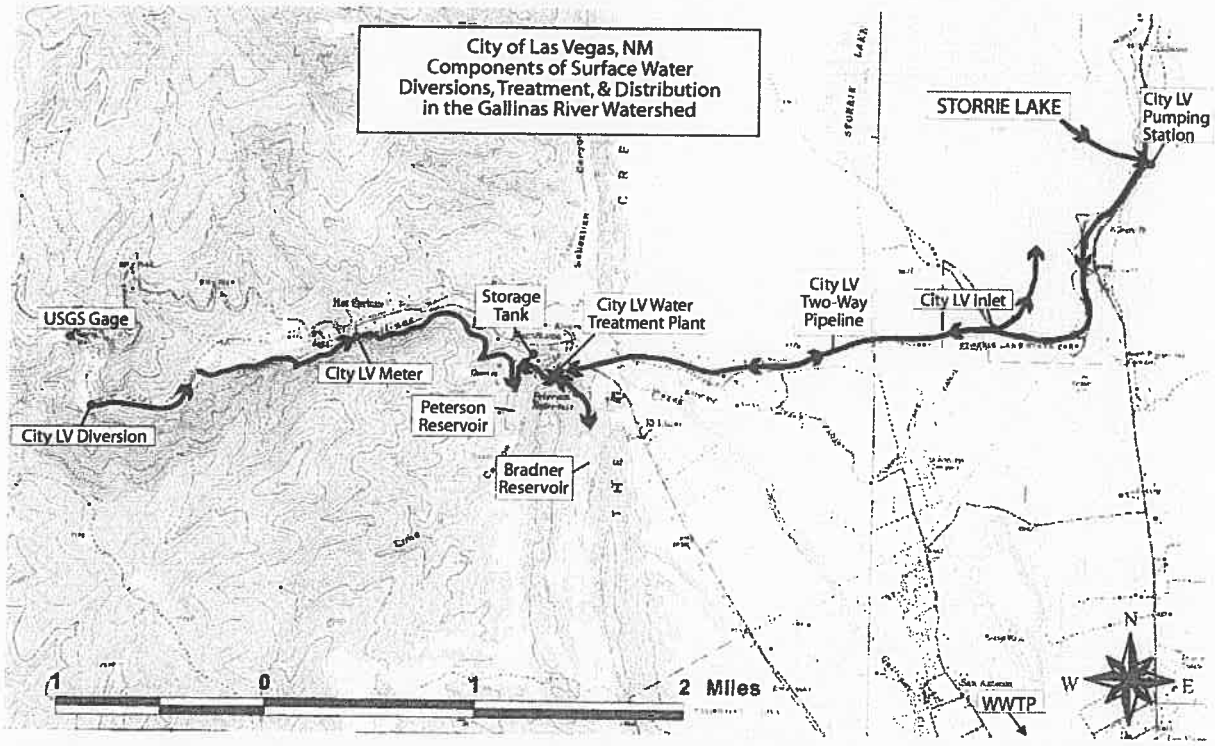
GGI has worked extensively throughout New Mexico and has experience working for numerous municipalities including Las Vegas, Alamogordo, Angel Fire, Artesia, Bernalillo, Columbus, Eagle Nest, Española, Grants, Hagerman, Lordsburg, Pecos, Red River, Reserve, Rio Rancho, Ruidoso Downs, Santa Fe, Socorro, 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, and Nye County,

NV. 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, Pojoaque Pueblo, and Ohkay Owingeh Pueblo.

The following three detailed descriptions highlight GGI's experience in providing municipalities with water rights, well field and surface diversion management, and general hydrologic support. The work was performed for the City of Las Vegas, the Town of Red River and City of Rio Rancho the.

City of Las Vegas (1985-2010)

Water Rights and Hydrology: GGI served as the City's Hydrology and Water Rights expert for more than 20 years, and was working under the direction of the Utility Director and City Manager. 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. GGI is up to speed on most of the City's water issues, including the recent $12,000,000 agreement with Storrie Project. GGI understands how important the conjunctive use of Gallinas River water and Taylor Well Field groundwater are to the City's water Utility operations.



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 competition for Gallinas River water between the City (1835 and 1881 priorities), Gallinas River Acequias (1835 priority and older priorities for the acequias in Los Fuertes and San Agostin) and Storrie Project Water Users Association (Storrie; 1909 priority). We have worked with the OSE's Active Water Resource Management and 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 all non-Federal

water rights under the Storrie Canal and created GIS-based maps of all irrigated lands under the Storrie Canal.

Gallinas River Adjudication: GGI worked with the City and its attorneys for 15 years to adjudicate the City's Pueblo water rights claim. Currently, the City proposes to have 500 ac-ft/yr of the City's historic water rights recognized by the State as having an 1835 priority. The basis of the City's claim is its reliance on the Pueblo water rights doctrine overturned in the Cartwright Case. Mr. Lazarus served as the Co-chair of the Gallinas River Technical Committee, participated in meetings with the Special Master, negotiated proposed settlements with the acequias and Storrie Project, and conducted statistical analysis of Gallinas Stream flows and historical water supply.

Reservoir Operations: The City's primary source of water is surface water from the Gallinas River that is stored in Bradner and Peterson 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 500 ac-ft storage pool in Storrie through the 2-way 10 inch pipeline. GGI understands that water placed in storage in Storrie is more expensive water to pump and treat that 'primary' Gallinas water and how that must be balanced against the high evaporative loss rate Storrie charges the City.

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. Mr. Lazarus provided expert witness testimony on the history of the TWF, and the 1,500 acre-feet (afy) groundwater declaration originally filed by PNM in the Gallinas River adjudication. GGI understands the competition between the City's TWF, and nearby domestic well users for Santa Rosa aquifer groundwater from which the TWF wells produce. We successfully rehabilitated TWF #4, doubling specific capacity and have conducted geologic mapping from Romeroville to north of Montezuma.

Location of Taylor Well Field (TWF)

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.

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.

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.

Groundwater Surface Water Interaction: GGI has a detailed understanding of how TWF aquifers are hydrologically connected to the Gallinas River. GGI has mapped outcrops and the subsurface 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: Red River, 10 farms and dairies in the Lower Pecos River, Moapa Valley Water District on the Muddy River, Rio Rancho pumping impacts on Rio Grande flows and, the City of Ruidoso Downs' pumping impacts on the Rio Ruidoso. We have reviewed subdivision water pumping impacts on Gallinas streamflow that would deplete the river upstream of the City's Gallinas diversion. We understand conjunctive use between the Gallinas River surface water and TWF groundwater.

Environmental Investigations: GGI characterized the shallow gravel aquifer as part of our investigation of leaking underground storage tanks at Ross Texaco (University and Grand) and have conducted Phase 1 Environmental Site Assessments for commercial property purchases.

CONTACT: Richard Trujillo, City Manager & former Utility Director, City of Las Vegas.

Town of Red River (2008 – present)

GGI has provided the Town of Red River with consulting services on a wide of variety of their hydrogeologic needs since 2008. Similar to the City of Las Vegas, the Town of Red River requires consulting services ranging from quality/quantity of water production to water right and water resource management and planning.

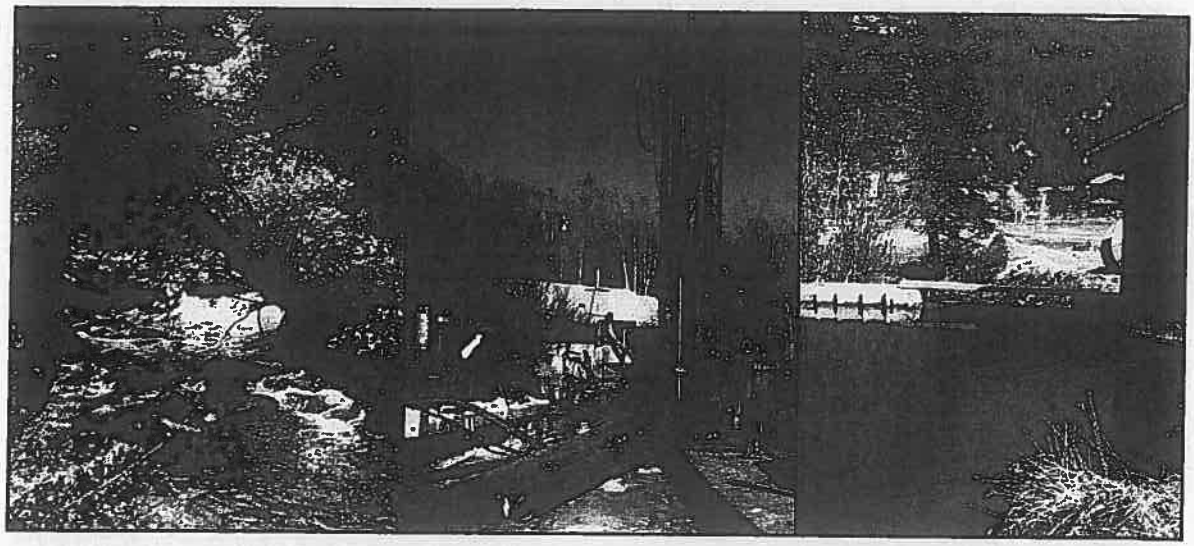
Water rights accounting, permitting, and lease negotiations: GGI developed the Town's water rights tracking and management system and reviews the Town's data on a monthly basis to assure compliance with OSE requirements. The Town's water rights tracking requires management of a municipal well field, as well as leased groundwater and surface water which varies in the permitted diversion amount based upon measured daily flow records and several additional permitted conditions of the systems components. GGI, on behalf of the Town, assisted in successful water right management and permit condition negotiations between the OSE and a private company leasing the Town's water rights.

GGI also completed the Town's Groundwater Discharge Credit Plan to receive return flow credits from treated discharge that re-enters groundwater storage in order to increase the Town's permitted diversion. The Groundwater Discharge Credit Plan increases the Town's permitted diversion from 597.95 afy to over 2,000 afy, allowing the Town the resources needed for development and expansion of service.

Water resource planning and management: In order for the Town to be eligible for Water Trust Board funding, completion and successful submission of a Conservation Plan was required by the OSE. Utilizing the OSE GPCD (New Mexico Office of the State Engineer Gallons per Capita per Day) Calculator and the AWWA Water Audit, GGI completed a Conservation Plan for the Town, which was accepted by the OSE. The Conservation Plan revealed several areas where water conservation efforts could reduce the Town's production costs, ultimately saving expenditure for the Town's utility and the utility customers.

GGI is currently contracted to complete the Town's Water Asset Management Plan, designed to prioritize repair and replacement, and promote proactive versus reactive water system management. The Water Asset Management Plan will provide the Town with an outline of funding sources needed over the short and long term to accomplish their goals, efficiently utilize available funding and utility reserves, and provide the level of service expected by the utility's customers. In addition to the Water Asset Management Plan, GGI is conducting a rate analysis utilizing UNC's utility rate analysis calculator and Town utility financial data. This basic rate analysis will assist the Town in setting reserve goals and planning for upcoming projects.

Well siting, design, construction supervision and rehabilitation: GGI has proved the Town with an analysis report evaluating the condition and production capabilities of the Town's well field. GGI completed video logging and specific capacity pumping tests to evaluate well performance and identify wells that needed maintenance and/or rehabilitation in order for Red River to utilize and license their water rights. GGI completed the well siting based upon local hydrogeology, well design, supervision of construction, and testing of two new production wells, and the rehabilitation of two additional wells as a result of the well evaluation. GGI has completed all required OSE applications and permits to incorporate the additional wells into the Town's well field. GGI also provided the Town with a recommended timeline for additional well replacement and has provided future well locations.



Geohydrologic analysis and as-needed consulting services: In addition to the well field evaluation, GGI conducted a geohydrologic analysis resulting in published conference proceedings of the hydrologic connection between the Red River and the groundwater aquifer underlying the Town of Red River (Hodgins et al., 2002). This analysis and the resulting publication has assisted the Town in water right negotiations with the OSE. GGI continues to provide on-call consulting services to the Town regarding hydrology, geology, water rights and water resource management.

CONTACT: Georgiana Rael, Town Administrator, Town of Red River, PO Box 1020, Red River, NM 87558, grael@redriver.org, Ph: 575-754-2277

City of Rio Rancho (1998 to Present)

Since 1995 GGI has been providing the City of Rio Rancho, NM, with a wide range of hydrogeologic consulting services commensurate with the services sought by the City of Las Vegas.

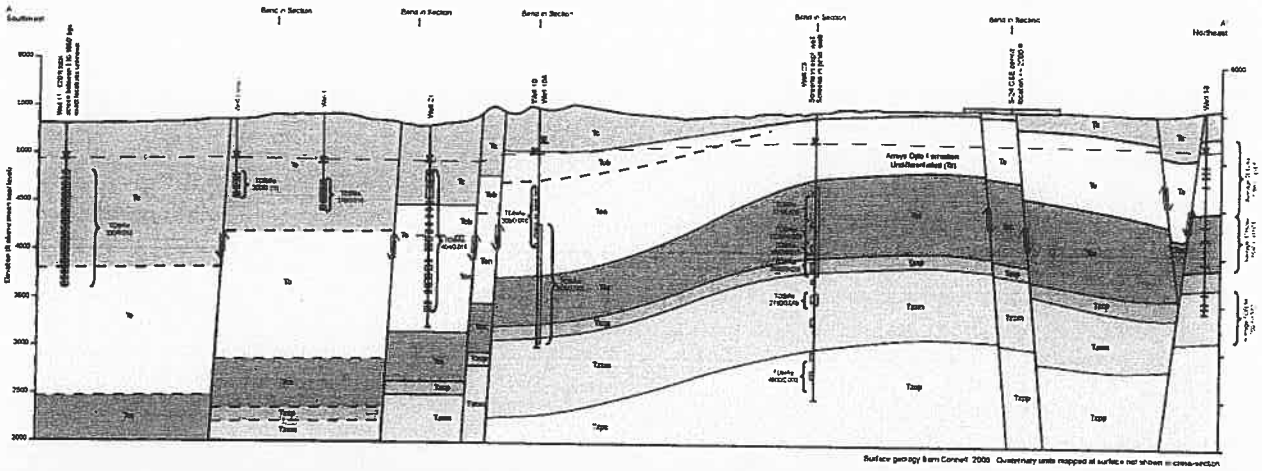
Water rights accounting and purchasing, 40-year water planning, and technical expert in water rights hearings: From 1995 to 2003 GGI provided the City with a variety of critical hydrogeologic and water rights services in support of the City's permit application for new supplemental wells and 12,000 afy of new groundwater appropriation. The permit was approved by the OSE in 2003. Specific tasks included:

- Development of original groundwater models and modifications to the OSE administrative model for the Middle Rio Grande area.
- Characterization of the geology underlying the City of Rio Rancho service area making extensive use of lithologic logs and geophysics.
- Supervision of development of the City's 40-Year water plan in support of the application.
- Completion of 40-year well field analyses to optimize use of City wells while complying with OSE administrative criteria. The analysis balanced the need to minimize groundwater depletions, while making maximum use of the City's surface water rights and treated wastewater for surface water depletion offset purposes.
- Preparation of technical expert reports and expert witness testimony.
- Provided water rights and legal strategy analysis to the City and the City's water law attorney.

As a condition of approval of the 12,000 acre-ft appropriation the City is required to purchase surface water offsets on the Rio Grande and tributary streams. From 2003 to 2006 GGI evaluated the validity of numerous water rights for the City and assisted with the accounting, purchase, and transfer of water rights into the City's portfolio to comply with permit conditions.

General water resource planning and management: In 2008 GGI provided the City with an analysis of the City's existing infrastructure (wells) that evaluated existing well conditions (water quality, sand production, well yield, etc.) and provided the City with a recommended schedule for well rehabilitation, well replacement, and drilling of additional wells. The evaluation took into account OSE permit conditions that limit production from existing and new wells, and also from well groups that were designated in the permit and that have cumulative limits that are typically less than the sum of the wells in the group. The recommendations for future well locations were based on a combination of available production under OSE permit conditions and the hydrogeology of specific locations. The hydrogeologic investigation was initially performed in 2003 and provided to the City as a summary report, and was updated in 2008 at the request of the City based on new data available from wells drilled under GGI's supervision.

Analyze/report on well field levels: GGI worked with the City to develop and implement a water level monitoring program for compliance with OSE permit conditions that limit allowable drawdown. The monitoring program includes monthly measurements and quarterly reporting of water levels in 23 City wells and three piezometer nests dedicated to monitoring purposes. To assist in recording and reporting water levels GGI developed a database for the City that allows monthly, year to date, and period of record analysis of water level trends.



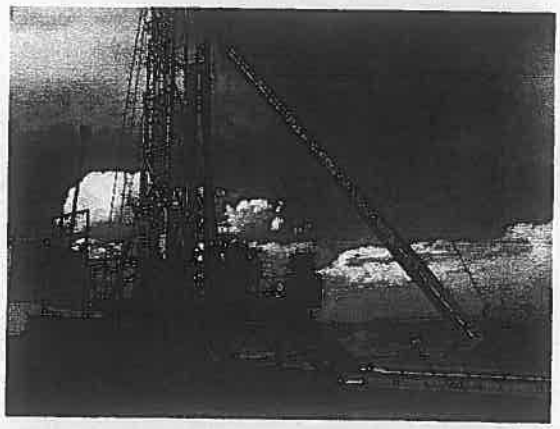
Discharge permits: GGI is responsible for the collection and reporting of monitoring well data from Wastewater Treatment Plant #1 for discharge permit compliance. When monitoring began in 2003 water levels were measured, samples were collected and analyzed, and results were reported quarterly. The monitoring plan was subsequently modified to include semi-annual monitoring. The discharge permit was re-issued in 2015 and GGI is currently responsible for annual water level monitoring and reporting at the plant.

Provide information needed for water projects related to effluent, non-potable, and potable water: The database described above was developed for multiple purposes, including water level monitoring and reporting, water production tracking and reporting, and effluent tracking and reporting. The effluent tracking portion of the database allowed the City to track water being treated and either re-used (cemetery, golf course, etc.) or discharged to the Rio Grande. All effluent readings are reported to OSE and the return flow to the Rio Grande is credited to the City.

In addition to tracking effluent for water rights purposes, GGI assisted the City with developing an Aquifer Storage and Recovery (ASR) project to use treated effluent as the source water for ASR. As part of the ASR project team, GGI advised the City on the water right implications of various ASR-related well field management strategies. These included delineating both the potential costs and benefits of siting injection wells to, 1) reduce production well pumping effects on surface water bodies (Jemez River, Rio Grande), and 2) reduce the rate of aquifer drawdown to allow increased pumping from production wells. In addition, GGI provided consultation to the City on the water right implications of reducing return flows to the Rio Grande by injecting treated effluent into ASR wells, rather than discharging the effluent to the river.

Preparation of written reports and presentations of findings: For every project conducted for the City of Rio Rancho 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 hundreds of pages of narrative and data. All reports are provided in hard copy and electronically in the format requested by the City. Electronic backups and hard copies of all reports are retained in GGI's office and in off-site archives.

As needed hydrologist consulting services: Since 2003 GGI has designed, supervised construction, and tested three large municipal wells for the City of Rio Rancho, all of which produce in excess of 2300 gallons per minute. GGI continues to provide on-call hydrology and geology consulting services to the City of Rio Rancho for a variety of projects. Current projects include working with the City to review video logs and available data from two City wells that have recently developed production problems and assist the City with taking appropriate corrective actions to get the wells back in service.



CONTACT: Scott Sensanbaugher, Acting Director, Department of Public Works, City of Rio Rancho, 3200 Civic Center Circle NE, Rio Rancho, NM 87124, ssensanbaugher@rrnm.gov, Ph: 505-891-5016

REFERENCES

Scott Sensanbaugher, Acting Director
Department of Public Works, City of Rio Rancho
3200 Civic Center Circle NE
Rio Rancho, NM 87124
ssensanbaugher@rrnm.gov
Ph: 505-891-5016

Georgiana Rael, Town Administrator
Town of Red River
PO Box 1020
Red River, NM 87558
grael@redriver.org
Ph: 575-754-2277

Joseph Davis, General Manager
Moapa Valley Water District
601 N. Moapa Valley Blvd.
Overton Nevada, 89040
joe@moapawater.com
Ph: 702-397-6893

David Chakroff, 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 – Experience as Hydrologist

The sections below provide brief examples of work products relevant to GGI's capability of providing the indicated scopes of work in within their deadlines and with quality work products.

WATER RIGHTS ADMINISTRATION

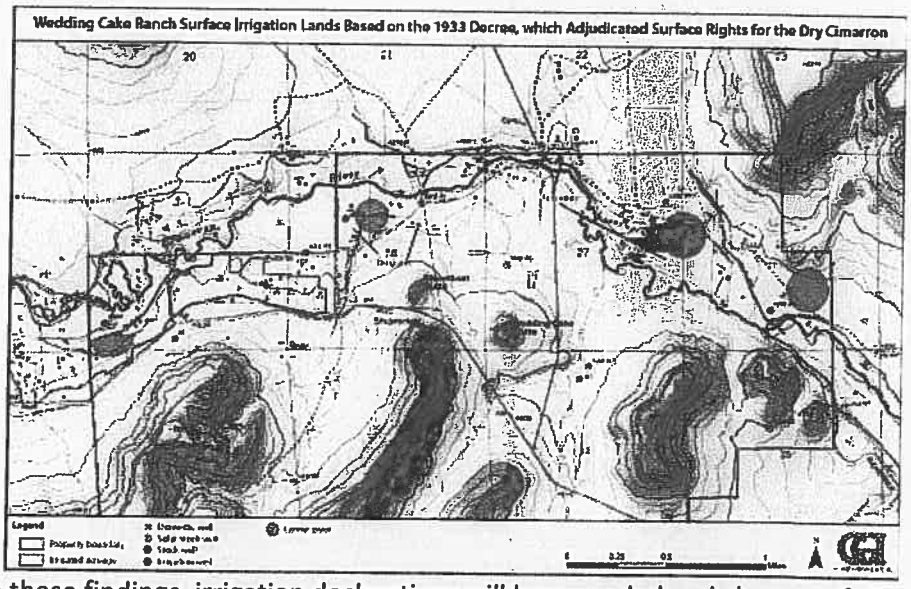
GGI staff members are leaders in the State of New Mexico in providing water right analyses, as well as technical and legal support:

- Document research, analysis and verification; including court orders/decrees, permits, deeds, regulations, and survey plats

- In-depth understanding of OSE rules and procedures and OSE file research experience
- Development and implementation of water right acquisition strategies
- Surface and groundwater supply analysis, as well as historic water use
- Preparation and filing of surface water and groundwater applications
- Expert witness exhibits and testimony
- Development of site-specific water project presentations, policies, guidelines, training manuals, and GIS databases
- Preparation of 40-year plans, water right planning, and conservation strategies

Bonds Ranch (2015 to present): GGI was retained to assist Bonds Ranch with their declaration of a new appropriation of groundwater from the Clayton Basin. An existing well on the property was tested and data analysis indicated that it could not produce sufficient water to support either the declaration or the needed irrigation demand. GGI designed and supervised construction of a replacement well that demonstrated the ability to produce the applied-for water amount. Data collected during drilling and testing of the well were utilized to modify the OSE administrative model of the area that was then used to prepare technical expert reports in support of Bonds Ranch's declaration for the OSE Administrative Hearing process. The administrative hearing procedure is currently under way, with GGI staff (Drakos, Lazarus, and Riesterer) scheduled to appear as technical experts on behalf of the Ranch.

Wedding Cake Ranch (2014 to present): Initially the current owners of the ranch retained GGI to conduct a Phase I Environmental Site Assessment prior to the purchase of the property. Since then, GGI has conducted pumping tests on four irrigation and one stock well to assess the production capacity and to determine if the existing wells could produce the amount of water declared by the seller and to evaluate the physical condition of the wells. Based on these findings, irrigation declarations will be amended and changes of ownership filed for the revised acre-feet. GGI also reviewed Hydrographic Survey and Court Decree information to determine surface water rights in preparation of change of ownership applications.



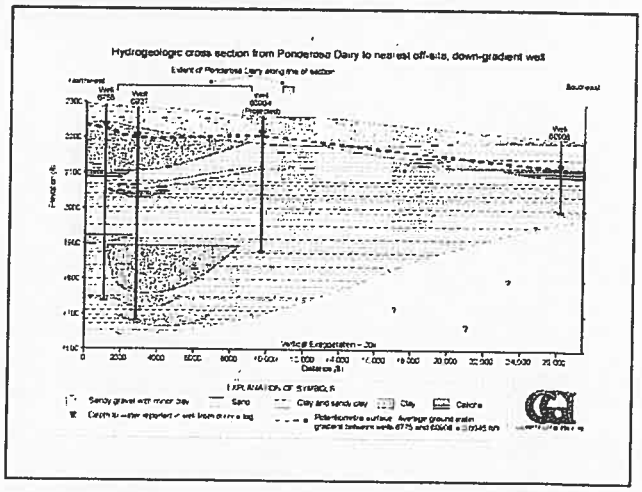
G-22 Water Rights, Zuni Pueblo and Western Refineries, NM (2000 - present). GGI has been retained on behalf of Zuni Pueblo and Western Refining Southwest, Inc. to evaluate groundwater and surface water impacts resulting from the City of Gallup's application for a new appropriation of 5,000 afy of groundwater, including evaluation of multiple models used for estimation of pumping effects. GGI provides legal, technical, and expert witness support in this ongoing OSE administrative proceeding.

New Mexico Interstate Stream Commission (ISC) Vaughan Conservation Pipeline (2005 - present). GGI performed a due diligence review of water rights and wells associated with the Vaughan Ranch prior to its purchase by the ISC. The evaluation included preparing an abstract of water rights, verifying the

validity of the rights, as well as video logging and testing wells at the ranch to determine well condition and production capacity, and evaluated wells and electric meter readings to assess well efficiencies. Since the initial purchase of the Ranch, GGI has assisted ISC with the successful transfer of water rights into the Vaughan Conservation Pipeline (VCP) well field, including preparation of application documents and groundwater modeling in support of the applications. GGI continues to support ISC's operation of the VCP well field through ongoing well field recharge studies, maintenance and testing of wells, design and drilling of additional/replacement wells as needed (three wells drilled between 2009 and 2011), and preparation of updates to the wellfield operations and maintenance manual.

Village of Taos Ski Valley Water Rights and Hydrologic Characterizations, Taos County, NM (1999 - present). GGI is responsible for all water rights acquisitions and water rights compliance for the Village. GGI senior staff acted on behalf of the Village as lead negotiators in a lawsuit over the appraised value o diversionary and consumptive use water rights leased to the Village. GGI worked with three appraisers (one from each party and a jointly nominated independent 3rd party appraiser) to establish appraised values for settlement and subsequent purchase by the Village. GGI mapped springs and conducted stable isotope studies on snowpack, precipitation and springs to determine spring sources and groundwater flow paths. Since the Village has multiple permits with multiple points of diversions and multiple purposes of use (municipal, snowmaking), as well as system leakage and return flow credits, GGI works closely with Village staff to separately account for San Juan Chama contract rights (limited to November 1 through April 10) and OSE permitted rights.

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.



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 also prepared an application to supplement spring flow from the City's well field that is currently being processed by OSE. 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.

City of Jal, Lea County, NM (2015 - present). In conjunction with DL Sanders, 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 and DL Sanders advise the City on their current well field and water rights permits to help City officials understand associated State Engineer regulations.

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.

Town of Taos Deep Well Exploratory Program and Abeyta Case Settlement Modeling and Negotiations, NM (1989 - 2010). GGI was retained by the Town of Taos to develop and implement a long-range strategy to meet the Town's need for more than 1,500 afy of new groundwater production and new water rights. The strategy developed by GGI includes: (1) development of a comprehensive geohydrologic database; (2) locating, drilling, testing and development of six deep (1700-2500 ft.) exploratory and public-supply production wells; (3) development of a water rights acquisition program; (4) providing technical support to the settlement of the Abeyta Adjudication suit that will result in the Town obtaining additional San Juan Chama Project water; and (5) development and use of proprietary and OSE groundwater flow models for the purpose of selecting well locations, completion depths and pumping strategies that would have the least impact to critical surface water resources including acequias, springs and wetlands. The results of GGI's analyses have been used by the OSE to develop a regional multi-layer model of the hydrologic system and to direct the Town's development of at least 1500 afy of deep aquifer water resources. GGI is a co-author of the Abeyta Adjudication Settlement Model with the OSE, and wrote the geology and hydrology sections of the model report document. GGI worked closely with the OSE in the construction and initial evaluation of the OSE Taos MODFLOW model. GGI's geohydrologic data from the deep well program was essential in construction of the model. All data was graphically represented and organized in GIS based databases and maps.

GGI worked with the Bureau of Indian Affairs (BIA) and Bureau of Reclamation (BOR) and New Mexico Bureau of Geology and Mineral Resources to conduct an extensive study of the subsurface stratigraphy and hydrology of the Santa Fe Group sediments in the Taos Valley. Three NMGS papers were completed and published in the 55th Field Conference manual (2004).

P7 Farms and Dairy, Chaves County, NM (2010 - present). GGI is responsible for all water rights transfers and strategies and groundwater development for > 3,000 acres of irrigated lands and 4,000 milking cows. 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. The water rights evaluations include verification of POD and POU locations for more than 20 wells, and numerous irrigated fields in the Roswell Artesian Basin.

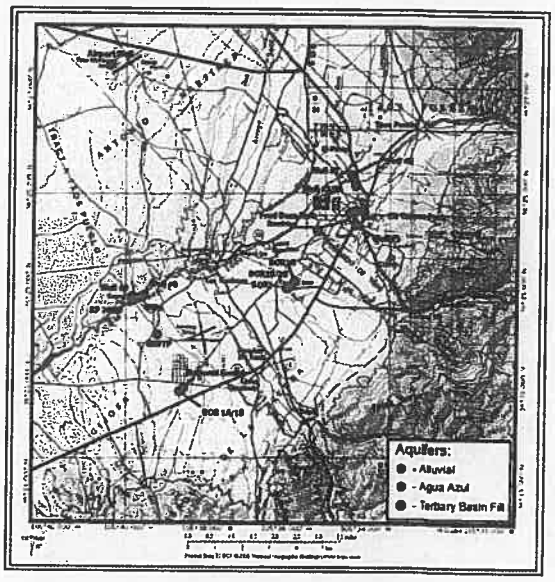
Meter Readings and Water Rights Administration in the Roswell Artesian Basin, NM (2006 - present). GGI tracks consumptive use and water rights for numerous clients in the Roswell Artesian Basin by collecting weekly and/or monthly water meter readings from commercial and irrigation wells in the shallow 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.

DATA COLLECTION AND ANALYSIS

OSE Water Level Monitoring Program (2008 - 2016). GGI has conducted annual water level monitoring data for aquifer characterization of 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.

Quarterly Water Level Monitoring and Groundwater Sampling on approximately 250 wells throughout NM (1997 - present). GGI is responsible for groundwater and surface water sample collection, preservation, QA/QC, water level monitoring and agency reporting for 250 monitoring wells and impoundments for discharge permit compliance. All data is compiled into our patented CAFOweb™ database for data storage and real time analyses (www.CAFOweb.com). GGI ensures compliance, or a sound remediation strategy for compliance, with NMED Groundwater Quality Bureau, Petroleum Storage Tank Bureau, Drinking Water Bureau and Solid Waste Bureau regulations.

Town of Taos Water Level Monitoring Program and Water Rights Administration, NM (2004 -2010). GGI measured water levels and compiled meter readings in all Town Wells, as well as complied annual and multi-year hydrographs and regression analyses for the Town comparing water levels with metered diversions.



Zuni Spring Inventory (2007 - 2009). GGI worked in conjunction with the Zuni Pueblo Department of Natural Resources to characterize springs and develop a GIS database of springs on Tribal land. GGI examined geologic and geomorphic setting, collected water samples for isotope and general chemistry, and used the data collected to evaluate recharge sources and source aquifer of springs on the Zuni Reservation. GGI staff worked with Tribal staff to design and implement a program for ongoing monitoring of flow from springs.

Zuni Well Inventory (2005). GGI worked in conjunction with the Zuni Pueblo Department of Natural Resources to evaluate 25 wells on Tribal land. GGI examined geologic setting, conducted video logs, measured water levels, performed short (2-4 hour) and long (48 hour) duration pumping tests, and collected water samples for isotope and general chemistry analyses. Data compiled during the study were utilized to recommend possible rehabilitation procedures (where needed) and identify wells that could be put into service for various purposes. GGI staff worked with the Tribe to design and implement permanent monitoring stations at selected wells.

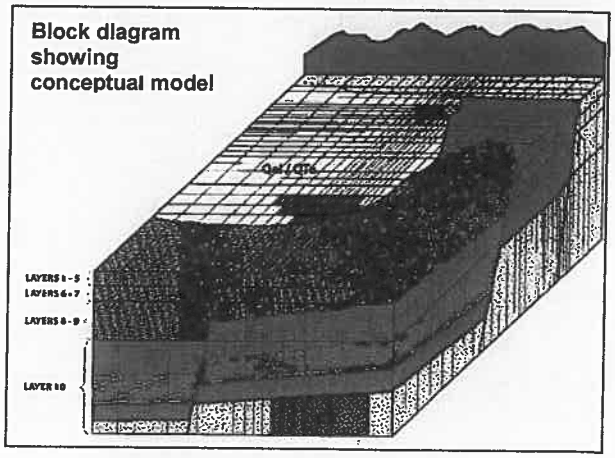
Pumping Test Data Collection and Analyses (1979-present). GGI has conducted pumping tests on hundreds of wells in New Mexico, Nevada and Texas. The tests are conducted on single pumping wells and on pumping wells with multiple observation wells. Our pumping tests usually range from 24 to 96 hours, and our experience also includes seven day tests, 30 day tests, and a single two year test. GGI collects data manually and electronically. We always have manual measurements as back-up for transducer readings, and, for insurance, if water levels draw down below the transducer setting. We use redundant discharge measuring devices (totalizing flow meters, circular orifice weirs, open channel adjustable flumes) to insure all field data can be reproduced. All pumping tests are analyzed to insure that calculations of aquifer coefficients are made after casing storage effects have been eliminated, boundaries identified, and pumping test durations are of sufficient length to insure that criteria for analytical solutions are met.

Los Alamos National Laboratory (LANL) Canyons Investigations (1993 - 2015). GGI performed detailed geomorphic mapping, soil stratigraphic descriptions, dendrochronology and soil sampling in Los Alamos, including: Mortandad Canyons, Cañada del Buey, Pajarito, Rendija, Ten Site, Sandia, Portrillo, Fence, Ancho, Chaquehui, Water Canyons, Cañon de Valle and all associated tributary drainages. Responsibilities include geomorphic mapping, completion of soil stratigraphic descriptions, characterization of canyons in the vicinity of LANL, collection and analysis of dendrochronology samples, completion of surveys for topographic profiles and cross sections and supervision of all team members for radiological surveys, sample collection, and geomorphic characterization. All field work and field data acquisition was conducted following LANL SOPs.

HYDROLOGY

GGI staff conducts superior quality, reproducible, researched and ground-truthed hydrologic investigations. We strive to insure that all basic field strategies and concepts are thoroughly developed prior to proceeding to the more complex analytical steps in a project. We develop detailed work plans for field data acquisition, conduct rigorous internal quality assurance/quality control (QA/QC) of all data and interpretations, and follow ASTM or other professional standards. We work collaboratively with local, state, and federal scientists and regulators to insure our projects meet or exceed project objectives and goals. We stay current with new technologies and methodologies by attending and presenting at technical conferences, attending short courses and/or webinars, and conducting in-house field and office training. We routinely contract with 3rd party peer reviewers using our own funds, to obtain independent, fresh perspectives on our complex projects. GGI staff sit on numerous technical committees with OSE staff, Nevada State Engineer staff and other stakeholders and policy Makers to jointly develop groundwater models for administration and settlement purposes.

Eldorado Area Water and Sanitation District, NM (2005 - present). The Eldorado Area Water and Sanitation District (EAWSD) provides water to more than 3,000 homes and businesses in New Mexico's largest unincorporated community. Since 2005, GGI has worked for EAWSD to update and complete their water rights filings and to negotiate supplemental well permits, water rights licenses and a water rights development permit with the OSE. The water rights licenses total 783.43 afy per year with a development schedule to increase beneficial use to 1037.6 afy over the next 20



years. GGI worked with the OSE to develop a well monitoring plan as part of the conditions of approval on the water rights licenses. GGI provides on-call hydrologic services and has conducted and managed detailed geohydrologic investigations of the District area, including: groundwater flow modeling for well field management, well siting, well drilling and testing, and stable isotope sampling and analysis. All data were entered and analyzed utilizing a GIS database. GGI has developed three groundwater models in fractured bedrock aquifers for EAWSD: 1) a well field management model; 2) a water rights model for a 200 acre-ft/yr supplemental well, and; 3) a groundwater model with NMOSE staff for future groundwater development.

GGI supervised the drilling and testing of three new production wells between 2007 and 2016 and supervised well rehabilitation projects on seven older EAWSD production wells since starting work for the District. GGI also conducted a general and isotopic geochemistry sampling program to characterize and evaluate recharge to the aquifer system underlying the EAWSD service area. GGI is currently evaluating the potential for contamination from a new development discharge permit application located near two EAWSD production wells and preparing for public hearing with the New Mexico Environment Department to modify the discharge permit to a higher quality of effluent discharge.

City of Santa Fe, NM Annual Water Level Monitoring Report (2012). GGI was retained by the City of Santa Fe to prepare its annual monitoring report which evaluates pumping impacts from the diversions at the City's Buckman Well Field. The City is required to report production and water level monitoring data for the Buckman Well Field to meet requirements of the OSE as stated in *Buckman Well Field Water-Level Monitoring Program Response to Condition of Approval No. 5, Permit No. RG-20516-S-10 thru RG-20516-S-13, City of Santa Fe.* The biennial report presented the required data, data analysis and recommendations for continued implementation of the Buckman Monitoring Program (BMP) with emphasis on Buckman Wells 10 – 13, completed in 2003 under OSE water rights permits R-20516-S-10 through RG-20516-S-13. GGI used advanced statistical methods to parse data affected by periodic pumping of the well field.

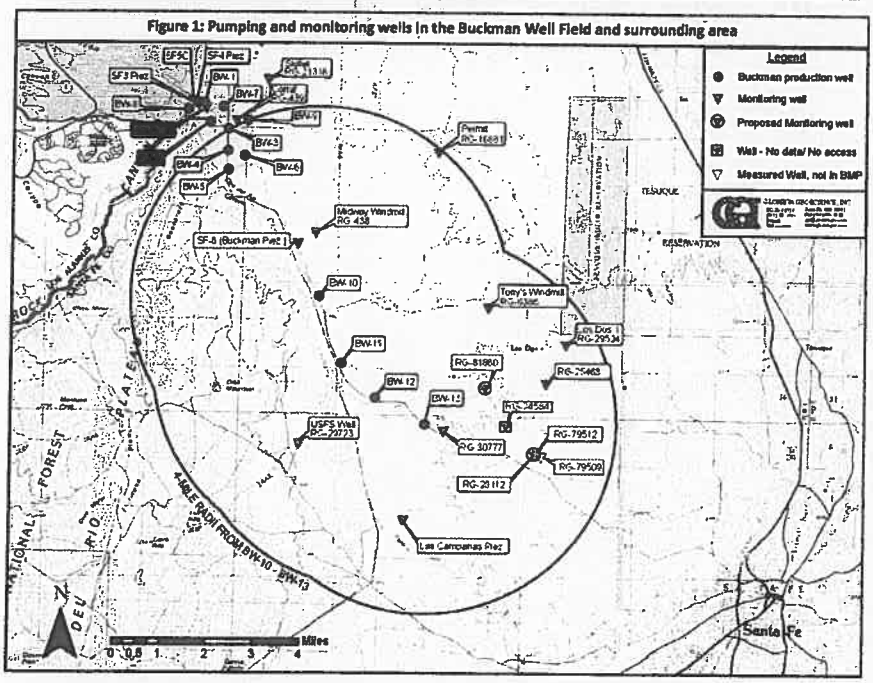


Figure 1: Pumping and monitoring wells in the Buckman Well Field and surrounding area

Moapa Valley Water District, Clark County, NV (2010 - present). GGI has an on-call hydrology contract with the District to provide a wide range of geologic, hydrologic and water rights services. GGI analyzes surface water gage data and well hydrographs for a cooperative annual monitoring program, and monitoring reports for the District. GGI represents the District on the State Engineer Order 1169 Hydrology Review Team (Includes Southern Nevada Water Authority, US Park Service, US Fish and Wildlife Service, US Bureau of Land Management), which required a two-year 8,000 afy pumping test and subsequent evaluation of depletions on Muddy River spring and stream flows that provide habitat to the endangered Moapa Dace. GGI analyzed the pumping effects and determined that spring

discharge decreased at higher elevation springs (such as Pedersen, see Figure on previous page), but pumping had no effect on Muddy River stream flows measured at the Muddy River gage. This analysis helped establish mitigation trigger levels.

In addition to the above, GGI has prepared a comprehensive revision of the District's 40-year water resource plan, has assessed locations for future production wells, and has cooperatively worked on a long-term water supply strategy.

Hydrogeology of Hale Spring, City of Ruidoso Downs (2004-present). GGI was retained by the City to investigate the source(s) of Hale Spring and identify the cause(s) of the spring's decline in discharge. To address this question, GGI implemented a multifaceted investigation that combined geologic mapping, geochemical analysis of groundwater and spring sources, analysis of precipitation, and a review of pumping records. Geologic mapping, combined with geochemical analyses, demonstrated that Hale Spring discharged from the regional aquifer (San Andres-Yeso aquifer) and, as a result, would be affected by declines in the regional aquifer level. GGI also designed and supervised drilling, completion, and testing of 300 and 680 ft deep municipal supply wells. Data collected during these investigations are being used to support the City's application to supplement declining spring flows with groundwater pumping, which is currently pending before the OSE.

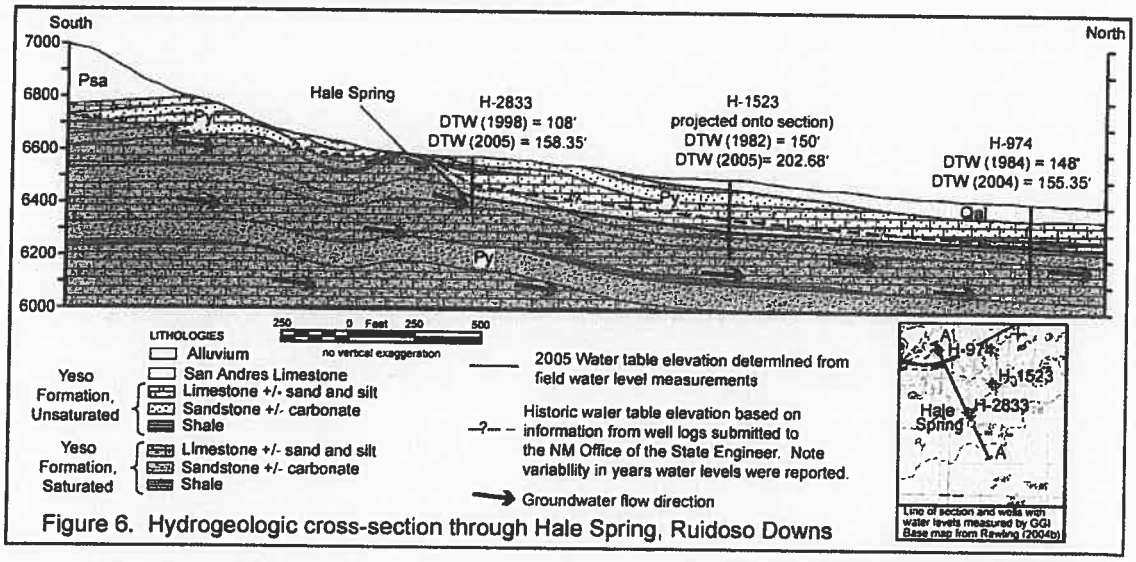


Figure 6. Hydrogeologic cross-section through Hale Spring, Ruidoso Downs

Municipal Well Design and Installation of Multiple-Aquifer Test Wells and Piezometer Nests, Evaluation of Pumping Test Data, Town of Taos, NM (1994 - 2010). GGI designed and implemented testing programs to evaluate groundwater production and quality in several discrete zones at depths between 1000 and 3000 ft within the Tesuque Formation sediments along the southern San Luis Basin. GGI also utilized subsurface lithologic data, outcrop analog analysis, geophysical data, pumping test data, and geochemistry data including stable isotopes and tritium from 45 test or production wells for a hydro-geologic analysis of the basin. Drilling data was used to define subsurface basin fill stratigraphy and the extent of Servilleta basalt flows in the subsurface.

City of Española Well Development and Groundwater Modeling and Abbott Adjudication, NM (2001 - present). GGI has conducted drilling, zone testing, completion, well testing and groundwater modeling for the City's OSE application for City Well 8. GGI modified the OSE groundwater model for Española's approved permit to use Well 8 as a supplemental well, and evaluated pumping effects on wells of other

ownership and effects on surface water flows. GGI is the City's Technical Expert in settlement negotiations in the Abbott Adjudication.

Zuni River Adjudication, NM (2001 - present). GGI is the Zuni Tribe's chief technical representative in the Zuni River Adjudication. GGI is currently building a groundwater model collaboratively with the OSE, utilizing a GIS based database, to use as a settlement model between the Tribe, the US Dept. of Justice, OSE, the Navajo Tribe, and private water users. GGI has developed historically irrigated acreage and potentially irrigated acreage claims on behalf of the Tribe in areas of the reservation and trust lands.

Nye County, NV (2011 - 2014). GGI has protected, developed and evaluated water resources and water quality for Nye County under an on-call hydrology services contract with the Nye County Nuclear Waste Repository Office. GGI oversaw Nye County's portion of development in the Southern Amargosa Embedded Model, with the US Geological Survey, to evaluate non-Federal pumping impacts on Death Valley, Devils' Hole (Caepert), Ash Meadows, and radionuclide migration from the Nevada Test Site and the Yucca Mountain Project. GGI evaluated perennial yields of multiple hydrographic basins in Nye County and developed a groundwater model to assess Pleistocene climate influences on existing and paleosprings in the regional carbonate aquifer of Southern Nevada. GGI also reviewed and conducted multi-well pumping tests, constructed geohydrologic cross-sections and potentiometric surface maps of the area. In addition, GGI developed a groundwater model for the Pahrump Valley in Nevada and California that is accepted by the Nevada State Engineer for evaluation of shifted depletion effects.

New Mexico Interstate Stream Commission Vaughn Pipeline Well Field (2009 - present). Since 2009 GGI has supervised the design, construction, and testing of three replacement wells in the Vaughan Pipeline well field. During drilling, geologic samples were collected and utilized for characterization of the stratigraphy underlying the well field. Data collected during drilling and testing of the wells were utilized to identify future drilling locations and pipeline easements that were retained by ISC when the remainder of the surface property was sold in 2013. In 2014, GGI designed and conducted a testing program for the well field (short term specific capacity tests) to monitor ongoing well performance. Drawdown data collected during the tests were compared to data collected by GGI in 2005-2006 in order to identify wells that could potentially be in need of rehabilitation or replacement. GGI designed an ongoing isotope sampling program for the well field to assist in determining sources and rates of recharge to the wells. This work included the design and installation of precipitation collection stations that are being utilized to establish a local meteoric water line.

GCC 2.0 (former Glorieta Conference Center; 2013 - present): Since new ownership at Glorieta Conference Center in 2013, GGI has provided consulting services to GCC 2.0 regarding water quantity/quality; well production, drilling and rehabilitation; wastewater reuse and discharge permits; and water rights and permitting.

When new ownership purchased the property, GGI conducted well video logging, well rehabilitation and long term pumping tests on six wells with multiple observation wells, located in fractured bedrock aquifers at Glorieta Pass. GGI determined safe yield of individual wells, degree of interconnectedness through the fracture systems, and developed a pumping schedule to maximize production of the GCC 2.0's water rights. GGI also evaluated well efficiencies and replaced older line shaft turbine pumps with higher efficiency pumps that resulted in lower operating cost.

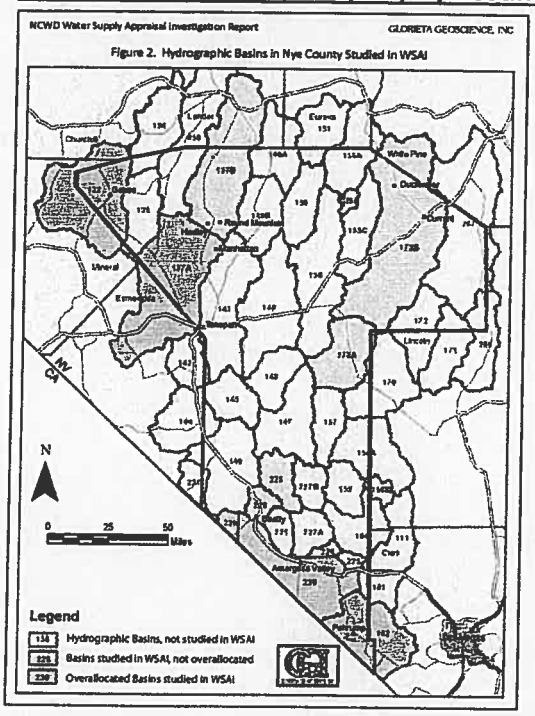
GGI has completed all permitting for GCC 2.0, including change of ownership of water rights, extension of time for Proof of Beneficial Use, meter correction forms, well and water use monitoring, and is currently in the process of supervising the OSE required Proof of Beneficial Use survey. Additionally, GGI

conducts monthly site visits to monitor aquifer water levels and record water production and pumping rates.

WATER USE AND SUPPLY PLANNING

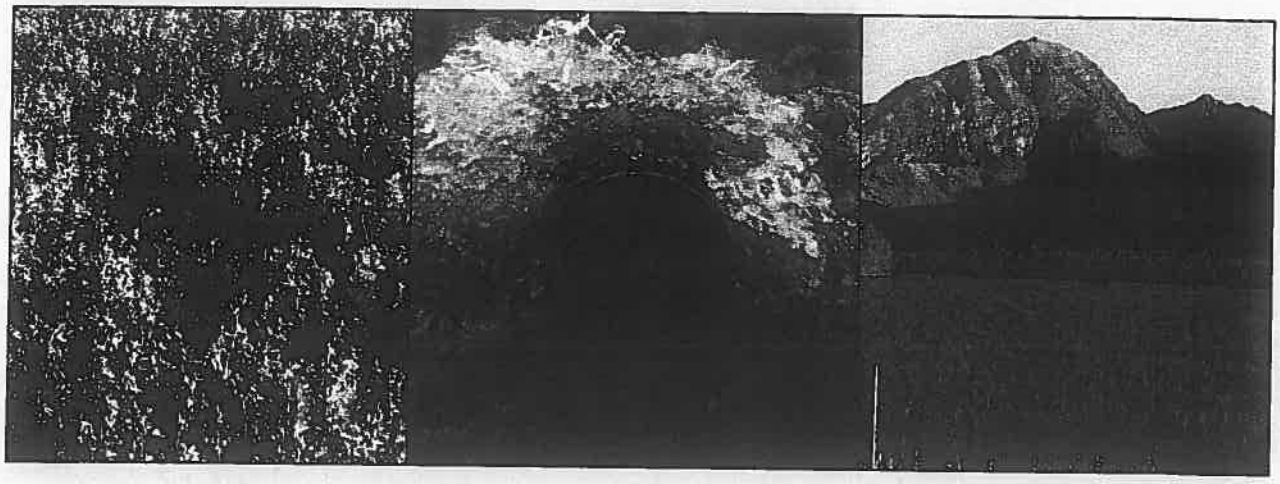
Water Resource Plan, Moapa Valley Water District, NV (2014 - 2015). GGI was responsible for preparing the 50-Year Water Resource Plan, as required by the Nevada State Engineer, to put more than 22,000 afy of groundwater to beneficial use. GGI is also responsible for future water use projections based 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.

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.



Agricultural Cropping Requirements, Nevada and New Mexico NM (2008 - present). GGI worked with NRCS, NMSU and hydrologists in New Mexico and Nevada to develop water use requirements for various commonly cultivated crops and drought tolerant crops to accurately calculate crop consumptive use requirements and increase irrigation efficiencies in water short and water right limited areas. GGI provided crop and agronomy advice on specific drought-tolerant crops such as sorghum and sordan (sorghum/sudan grass hybrid). We have converted numerous fields from flood irrigation to center pivot irrigation and use solar powered moisture sensors to efficiently manage irrigation water. After detailed

analyses of meter readings and crop evapotranspiration values, GGI successfully increased the duty of irrigation water from 5.0 afy to 6.0 afy in the Amargosa Valley, NV.



Section G – Documentation

Staff qualifications are outlined in Section B above. The following GGI staff have certifications:

Paul Drakos: Professional Geologist (AZ #61357, TX #10412, WA #3044, WY #3422)

Jim Riesterer: Professional Geologist (AZ #50912, TX #10244, WA #3034, WY #3540)

Dane Goble: Certified Nutrient Management Specialist (TX #201405)

Paul Chamberlain: Water Sample Tech 2 (Operator ID – NM 11253)

Section H – Not listed in RFP

Section I – Financial – Credit Rating

A letter regarding Glorieta Geoscience's credit rating from Century Bank is attached on the next page.

Section K – Additional Information

No general contractor license is included in this proposal since no construction services are requested, therefore a performance bond is also not applicable.

CENTURYBANK

July 25, 2016

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 Burttram
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.centurynetbank.com

EQUAL HOUSING LENDER
MEMBER FDIC

B. Offeror Information Form

OFFEROR: Glorieta Geoscience, Inc.

AUTHORIZED AGENT: Jay Lazarus, President/Senior Geohydrologist

ADDRESS: PO Box 5727, Santa Fe, NM 87502

TELEPHONE NUMBER: (505) 983-5446

FAX NUMBER (505) 983-6482

DELIVERY: Jay Lazarus

STATE PURCHASING RESIDENT CERTIFICATION NO.: L1330679856

NEW MEXICO CONTRACTORS LICENSE NO.: N/A

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 New Mexico}
} ss
COUNTY OF Santa Fe}

I, Jay Lazarus of lawful age, being of first duly sworn in oath, say that am the agent authorized by the offerers to submit the attached proposal. Affiant further states that the offeror 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 28 day of July, 2016

(SEAL)

Notary Public Signature

My Commission Expires: 5-11-19

C. List of Subcontractors

DL Sanders, LLC

D. Contactor's Bonds

Since no construction work is indicated in the RFP, no bonding is required as part of this proposal.

E. Campaign Contribution Disclosure Form

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s): _____

Nature of Contribution(s): _____

Purpose of Contribution(s): _____

(The above fields are unlimited in size) _____

_____ _____

Signature Date

_____

Title (position)

-OR-

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

_____ 27 July 16

Signature Date

Pres/Sr. Geohydrologist

Title (position)

F. Cost

1. Lodging: cost of hotel plus 15%
2. Mileage: $0.54/mile; travel time at hourly rate to be negotiated in contract; misc. travel expenses: per diem <12 hr day: $12, per diem >12 hr day: $30, per diem overnight: $40,
3. Field work: at hourly rate to be negotiated in contract

PROPOSAL FOR HYDROLOGIST SERVICES
CITY OF LAS VEGAS

RFP Opening No. 2017-06

Prepared for:

CITY OF LAS VEGAS

Prepared by:

MUSTAFA D. CHUDNOFF CONSULTING, LLC

PO BOX 22972
SANTA FE, NM 87502
(505) 670-2028
mustafa@chudnoffconsulting.com

August 8, 2016

RECEIVED
AUG 08 2016
CITY OF LAS VEGAS
PURCHASING DEPT.
2:33 pm

Mustafa D. Chudnoff Consulting, LLC
PO Box 22972
Santa Fe, NM 87502
Voice: (505) 670-2028 - Facsimile: (505) 984-1365 - email: mustafa@chudnoffconsulting.com

August 8, 2016

Casandra Fresquez, City Clerk
City of Las Vegas
1700 North Grand Avenue
Las Vegas, NM 87701

Subject: Proposal Transmittal Letter (RFP Opening No. 2017-06)

Dear Ms. Fresquez and members of the Evaluation Committee;

Mustafa D. Chudnoff Consulting, LLC (MDCC) is pleased to submit to the City of Las Vegas one original and five copies of this proposal to provide Professional Hydrologist Services for the City of Las Vegas Utility Department. Over the past 8 years MDCC has played a role in securing the City's water supply including:

Water resources planning and management	Dam/storage permitting
Data tracking	Long-range planning
Well permitting	Water loss prevention
Well rehabilitation	Streamflow forecasting

The attached statement of qualifications is provided in support of MDCC's commitment to bring to the City's water rights and water resources management program both *continuity and new perspectives,* in support of all of the hydrologic duties listed in the Scope of Work.

The respondent, MDCC will comply, without *exception* with all of the contract terms and conditions set forth in RFP 2017-06. MDCC's **Federal Tax identification Number** is 26-3607684, and my **New Mexico Tax Identification Number (CRS)** is 03-140046-00-9.

I look forward to working with the City and supporting its efforts to manage, conserve and secure its water supplies.

Sincerely,

Mustafa Chudnoff, Principal/Owner

Table of Contents

Section A - Offeror's Identification 2
Section B - Personnel Experience & Familiarity with City of Las Vegas 2
B.1 - Key Staff 2
B.2 - Familiarity with City of Las Vegas Utilities System 4
B.3 - Response to Scope of Work 4
Section C - Licenses 10
Section D - Necessary Labor and Equipment 10
Section E -Record of Performance – Hydrologist Services 11
Section F - Experience as a Hydrologist 12
Section G - Required Supporting Documents 15
Section H (not required)
Section I - Financial 15
Section K- Additional Information 15
K.1 - Proximity to Las Vegas New Mexico 15
K.2 - Business registration 15
K.3 - Gross Receipts 15
K.4 - Expert Witness Experience in Water Rights Hearings 15

Attachments

Offeror Information form

Campaign Contribution Disclosure Form

Section A – Offeror's Identification

The Offeror is Mustafa D. Chudnoff Consulting, LLC (MDCC), a New Mexico limited liability company. Mustafa Chudnoff is the principal and Managing Member. He will be the responsible party signing contracts and related documents. Our **Federal Tax identification Number** is 26-3607684, the **New Mexico Tax Identification Number (CRS)** is 03-140046-00-9. Additional required information is provided on the completed, signed and notarized "offeror Information" sheet provided as an attachment to this Proposal.

Section B– Personnel Experience & Familiarity with City of Las Vegas

Project staff and relevant qualifications and project experience and expertise in the required areas of water rights are presented in Section B.

B.1- Key Staff

Mustafa D. Chudnoff Consulting, LLC ("Consultant") was established in 2008 as a New Mexico Limited Liability Company specializing in water rights and hydrology. All hydrologic services provided by the Consultant to the City of Las Vegas under this Project will be undertaken by Mustafa Chudnoff. Mr. Chudnoff has 35 years of professional experience, including being engaged as a hydrology and water rights professional in New Mexico since 1989. A summary of his employment history follows:

1998-2008. Senior Hydrologist, Glorieta Geoscience, Inc. Responsible for: 1) Project management; 2) Water rights evaluations, management of municipal water rights acquisition programs, water right file abstracts and transactional work, water right transfers; 3) preparation of 40-year water development plans, 4) Groundwater flow modeling; 5) Surface water and Geohydrologic investigations including water availability studies, storm water runoff and watershed modeling; 6) Water resources planning and management; and 7) Expert witness reports/exhibits and testimony.

1989-1998. Hydrologist, New Mexico Office of the State Engineer. Responsible for conducting hydrologic analyses of water right applications. Prepared evaluations to determine the validity of water rights. Prepared technical reports, groundwater flow models and developed legal strategies for the evaluation of water right applications filed with the office.

1985-1989. Project Hydrologist/Project Manager, Greiner Engineering, Phoenix, Arizona. Conducted regional hydrologic investigations; watershed studies; drainage and flood control hydrology and hydraulic analysis; design and construction supervision of drainage, flood control and highway facilities in both rural and urban settings; water supply development.

1984-1985. Hydrologist, APM Engineering, Tucson Arizona. Performed hydrologic and hydraulic analyses for land development and roadway projects.

1983-1984. Hydrologist, Pima County Flood Control District, Tucson, Arizona. Performed field investigations; inspections of drainage facilities; responded to citizen drainage complaints and performed follow-up site inspections and provided advise on addressing the problems; developed and managed floodplain sand & gravel mining regulatory program.

1979-1982. Consultant, U.S. Army Corps of Engineers, Tucson, Arizona. Developed and managed an artificial groundwater recharge feasibility study; prepared concept level flood control project designs and cost estimates; prepared concept-level study for the evaluation of early flood warning systems.

EDUCATION:

M.S. Water Resources Administration, University of Arizona, 1982
B.S. History, Temple University, 1975

PUBLICATIONS:

Chudnoff, M., 1997; Groundwater Relationships Along the New Mexico-Texas Stateline in the Southern High Plains; proceedings of the 42nd Annual New Mexico Water Conference, Tucumcari, NM.

Chudnoff, M., 1997; Historical Water Supply on the Arroyo Seco and Rio Lucero, Taos County, New Mexico. NM State Engineer Office Technical Division Hydrology Report 97-07.

Hodgins, M., Lazarus, J., **Chudnoff, M.**, 2002, Groundwater-Surface Water Communication in Fractured Crystalline Bedrock Aquifer Near Red River Pass, Colfax County, New Mexico: In: Fractured-Rock Aquifers, March 13-15, 2002 National Ground Water Association, Denver, Colorado.

Hodgins, M., **Chudnoff, M.**, 2003, MODFLOW Simulation of Pumping Test Data in a Fractured Sedimentary Rock Aquifer: MODFLOW and More 2003, Understanding through Modeling, Proceedings Volume II, International Ground Water Modeling Center, Colorado School of Mines, September 16-19, pp. 570.

Hodgins, M., **Chudnoff, M.**, Vaughn, J., 2004, Basal Galisteo and fractured granite encountered in horst block at Bend in the Mountain Front Fault Sunlit Hills area, Santa Fe County New Mexico. USGS Española Basin Technical Advisory Group 3rd Annual Basin Workshop Abstracts Volume (March 2-3, 2004).

Jim Riesterer, Paul Drakos, Jay Lazarus, **Mustafa Chudnoff**, 2006, Hydrogeology of Hale Spring and evaluation of declining Spring Discharge, Ruidoso Downs, New Mexico. New Mexico Geological Society Guidebook, 57th Field Conference, pp. 121-128.

Chudnoff, M., 2008; The Acquisition and Transfer of Water Rights; NBI

Fundamentals of Water Law Seminar.

Robert Marley, Christopher Wolf, Robert Gray, John Kay, and **Mustafa Chudnoff**, 2015; Groundwater Availability and Role in the Long-term Water Supply Strategy of Las Vegas, New Mexico. New Mexico Geological Society Guidebook, 66th Field Conference, pp. 129-131.

B.2 - Familiarity with City of Las Vegas Utilities System

The Offeror has more than eight (8) years of experience in the analysis of the hydrology and water right in the Gallinas River Basin, and in particular with the City of Las Vegas and its water and wastewater utilities system. My overall detailed understanding of the interconnection between the City's utilities system and the hydrology of the Gallinas River, the Taylor well field, surface water storage, reclaimed wastewater, the acequias and Storrie Project is a proven asset for the City. More importantly I have made significant contributions to the development and protection of the City's water supplies, including the following projects:

- **Peterson pump back project** – performed the underlying hydrologic analysis of reservoir losses leading to a project that is salvaging 8% of the City's surface water supply.
- **Rehabilitation of TW-2** – Oversaw the development and implementation of the well's rehabilitation resulting in the City's second best production well.
- **Peterson Reservoir permitting** – Prepared and followed through on a successful application to increase the capacity of the reservoir from 211 ac-ft to 1400 ac-ft.
- **New surface water diversion** - Prepared and followed through on a successful application to permit the construction of a new diversion structure on the Gallinas River that could be used in tandem with the existing diversion structure or under emergency conditions. Permit conditions were negotiated with the OSE to ensure that other water users on the river would not be adversely impacted.
- **2011 Preliminary Engineering Report** – Developed key metrics to support the development and evaluation of alternative water supply projects. Metrics included; population projections, per capita water use, water losses and wastewater production.

B.3 – Response to Scope of Work

The Offeror has the requisite experience to fully undertake all of the required duties in the City's Scope of Services outlined in RFP 2017-06.

a. **Water rights & hydrology:** The City of Las Vegas is addressing a number of interrelated water issues including; Remand negotiations with the Acequias, development of water storage, wastewater reuse, groundwater development and conservation. I have been working with City staff and other City consultants to develop legal and technical strategies, technical analyses and work products that can be used to all of these activities.

   The City's remand Case negotiations with the Rio Gallinas Association of Acequias and the State Engineer are in part driven by the parties' desire to avoid both litigation and the enforcement of priority administration on the Gallinas River. In support of these negotiations I have been providing the City with technical analysis of various river flow conditions and diversion scenarios. Technical support of the City's positions regarding its Taylor Well Field water rights is also based on an understanding that the City's groundwater right is senior to that of most other groundwater users in the Basin.

b. **Water rights accounting and purchasing:** I have been involved since 2000 with the maintenance and development of the City's water rights inventory. I have been responsible for the successful transfer of 15 water right transfers into the City's surface water diversion, including City owned irrigation (acequia rights), groundwater rights and water rights owned by individuals. These transfers represent 9 percent of the City's inventory of surface water rights. Specific responsibilities have included:

   - Documents and due diligence research,
   - Field inspections,
   - Consultation with OSE staff,
   - Calculation of historical water supply,
   - Preparation of application
   - Preparation of purchase contracts
   - Preparation of filing maps
   - Preparations of applications for Extensions of Time
   - Preparation of Proofs of Beneficial Use

   In addition I have worked on the City's groundwater rights under File UP-124. Responsibilities have included the preparation and filing of Proof of Beneficial Use, and obtaining Extension of Time in which to perfect its 1,500 ac-ft groundwater right.

c. **Water resources planning and management:** As an employee of the OSE and as a consulting hydrologist I have had many opportunities to work on water resource projects throughout New Mexico. These projects required a good working knowledge of the hydrology of shallow and deep (artesian) aquifers and their interaction with surface water flows, including acequias. Just as importantly, I am very familiar with the practices, rules and regulations of the Office of the State Engineer (OSE). My expertise is recognized by both the hydrology community and attorneys with water rights expertise.

Having worked (and continuing to work) on water rights transactions for both public and private sector clients, I am very sensitive to the uncertainties inherent to the water rights acquisition and permitting process. My ability to communicate in a timely manner, candidly, professionally and completely with both clients and regulatory agencies is an asset that I will bring to the CITY.

I have worked closely with City staff and the City's engineering and geohydrology consultants to development and implement various studies to manage, protect and extend the City's surface and groundwater resources and water rights. I have been involved with the City's wastewater reuse program, recapture of water leaking from Peterson reservoir, well rehabilitation and/or replacement among other work efforts. My responsibilities have included scope of work development, project scheduling and budget review. I have also worked closely with all concerned to ensure no duplication of services and to ensure that the final work product addresses the City's short term and long-term water needs.

d. **Technical expert in water rights hearings:** I have worked on many water rights applications that resulted in an administrative hearing before the State Engineer. I have testified as an expert in the following areas:

- Surface and groundwater hydrology
- Surface and groundwater modeling
- Municipal water supply development
- Water rights administration

A number of these hearings involved water right applications by public utilities and municipalities, including: City of Rio Rancho, Town of Taos and the City of Española. These hearings included applications for new appropriations and supplemental wells. My involvement in these hearings included responsibilities for:

- Assisting in the development of legal strategies,
- Preparation of hydrologic and water rights analyses and reports,
- Preparation of witness testimony and cross-examination,
- Assisting in depositions,
- Writing technical findings.

Additional experience providing expertise in water rights hearings is detailed in Section K.4.

e. **40-year water planning:** The Rules and Regulations of the OSE allow municipalities to acquire and hold unused or undeveloped water rights for a period not to exceed 40 years, if it has an approved Water Development Plan (WDP) on file with the agency (Section 72-1-9 NMSA and Chapter 19.26.2.19 NMAC). Recently the OSE has required the City of Las Vegas to submit a WDP by April 2017. I have already drafted such a plan

using data current as of 2009. I have the capacity to quickly update this plan using data through 2015-2016.

I have also prepared 40-year analyses and plans for the El Valle Alliance of rural water systems located in eastern San Miguel County, Town of Taos and Village of Eagle Nest. I have also been asked to review and bring into compliance 40-year plans for Rio Rancho and Village of Questa.

f. **Upper Gallinas flow forecasting and diversion modeling:** To assist the City in its evaluation of alternative water supply and water rights projects I have developed a computer-based water operations analysis model styled as the Gallinas River Operation Model (hereafter GROM). The operation modeling approach is an industry accepted method for analyzing surface water supplied systems. The model incorporates 80 years of daily stream flow data from the Gallinas River. The model was independently peer reviewed by the City's water resource consulting engineers.

   GROM has been used, and can continue to be used to analyze diversion and storage outcomes for the City's supply under various raw water system infrastructure configurations. GROM is executed using a set of specified operating rules to quantify the City's river diversions and bypasses to Acequias, under a variable stream flow regime. The operating rules incorporate a number of elements, including the historical daily flow record from the Gallinas River for a range of selected years, the capacity of the City's diversion structure, reservoir storage capacities, reservoir losses (evaporation and seepage), monthly Acequia irrigation flow requirements, monthly municipal system demands and the extent and priority of the City's water rights, and the flow requirements of junior appropriators such as Gallinas Canal and Storrie Project.

   The model can continue to provide the City with the following benefits:

   - Evaluation of various settlement scenarios with the Acequias
   - Conjunctive management of well field pumping
   - Drought mitigation
   - Optimal sizing of the capacities of new diversion and conveyance facilities
   - Optimizing the size of new/additional storage facilities
   - Climate change impact forecasting

g. **Analysis of environmental impacts (drought):** I have developed a number of tools to assist the City in evaluating and mitigating drought risk, including visual tracking of key hydrologic and meteorological indicators. These indicators have also been modified to incorporate potential impact to the City's water supply resulting from climate change induced impacts to the magnitude and timing of runoff on the Gallinas River.

h. **Analysis/report on snow levels:** At the request of City staff I have developed a spreadsheet tool for tracking snowpack depth and water content at Wesner Springs and correlating the information with historic conditions and streamflow. This data is used to

guide the City's decisions respecting timing of its diversions and shortage sharing alternatives with other water users.

i. **Analysis/report on well field levels:** I have developed and made available to City staff a spreadsheet tool for tracking water levels in all of the City's Taylor Wellfield wells. This data has been used to evaluate well rehabilitation program outcomes, mutual interference effects between City wells and off-site private wells. The data has also been used to guide the City in deciding when and for how long to allow wells to "rest" to allow for water-level recovery in the aquifer.

j. **Analysis/report on water sales and losses:** I initiated a data tracking program to evaluate monthly river diversion data, water treatment plant production data, water sales and losses (non-revenue water). This data has played a key part in the City's water conservation efforts including generating AWWA compliant loss accounting, OSE compliant GPCD tracking, leak detection, meter replacement and meter calibration.

k. **Analysis/report of flow conditions and data:** This data is evaluated on a daily and monthly basis and integrated into the data tracking program described under j.

l. **Discharge permit (DP) applications:** I have prepared the City's most recent application to renew its DP-1118 that allows reclaimed wastewater to be used for irrigation. I have worked closely with the City's wastewater plant staff and engineers to identify and address issues of permit compliance.

   I have worked with other entities on their DP applications and permit compliance, including; City of Española, Sunrise Springs Resort and Ojo Caliente Mineral Springs Resort and Spa.

m. **Provide information in support of potable and non-potable water projects:** I have had a close working relationship with City water and wastewater utilities staff and all of the other consultants providing planning and engineering services to the City. My work products, analyses and advice have been incorporated into many plans and projects. Water rights availability, storage, stream forecasting, population projections, GPCD, raw and potable water loss data, well production capacities and wastewater production data have been integrated into most of the City's significant water infrastructure programs and projects over the past 8 years.

n. **Project documentation/records retention:** All of my work is documented in graphic and report formats acceptable to the City. Key documents will continue to be uploaded to the City's "cloud" site or equivalent designated by staff.

o. **Reports and presentations:** Technical reports and analyses can also be transformed into documents and presentation materials suitable for use in presentations to the City's governing body, State/federal regulatory agencies and the general public.

p. **Other hydrologic services as needed:** For the past 8 years I have been responsive to a wide variety of requests from the City to assist City staff in the management and operation of its surface and groundwater sources and water rights. I have been available on short notice to provide technical services on a variety of matters such as:

- Well inspections, operations and rehabilitation
- Compliance with water right permit conditions
- Data sharing with other entities and individuals
- Coordination with City consultants
- Coordination with regulators including the Gallinas Water Master and Upper Pecos Basin Supervisor
- Optimization of wastewater plant operations and reclaimed water use
- Response to information requests from the Mayor's office and department heads and managers
- Water conservation plan revisions
- Utility service (moratorium) applications

Section C – Licenses

MDCC holds a current City of Las Vegas Business License #2909. A New Mexico general Contractors license is not required for the professional services that will be provided by the Offeror.

Section D – Necessary Labor and Equipment

The Offeror is fully capable of providing the City with the services specified and further elaborated in this Response to the Request for Proposals. The Offeror works out of a fully equipped office located in Santa Fe.

Section E – Record of Performance – Hydrologist Services

The Offeror's record of performance as a hydrologist is provided through the following references:

Gregory Rockhouse Ranch Water Services (2012-ongoing)

Conducted hydrologic investigations in support of multiple water right transfer applications on the lower Pecos. Hydrologic analyses included aquifer-stream characterization and the quantification of impacts to wells and surface water sources. Also undertook extensive hydrologic investigation of impacts resulting from the state's development of a large capacity well field located in the vicinity of the client's wells and surface water sources.

Reference: Liz Taylor, Esq., water rights attorney, may be contacted at 505-888-6600.

Asociación de Acéquias Norteñas de Rio Arriba (2005-ongoing)

This association represents the acequias located in the upper Rio Chama basin in Rio Arriba County. The Asociación has been adjudicated water rights in Horse Lake Reservoir and downstream irrigated lands. I have been retained to assist in the quantification of these water rights, and providing hydrologic and water rights support of their transfer into new storage facilities. I am also providing technical assistance in support of negotiations with the Rio de Chama Acequia Association representing the lower Chama basin acequias, the OSE and the NM Interstate Stream Commission in the development of alternative water shortage sharing agreements. Other responsibilities have including assisting individual parciantes in their negotiations with the OSE over their water rights.

Reference: John Utton, Esq., water rights attorney, may be contacted at 505-888-6600.

City of Española (1998-2008)

As lead hydrologist I was responsible for the siting, design, completion and permitting of the only well in the City's well field that produces water meeting all federal drinking water standards. I also managed the City's program for the acquisition and maintenance of water rights.

Reference: Frank Naranjo, Public Works Director/City Manager (retired) may be contacted at 505-929-4545

Section F – Experience as a Hydrologist

The project history summarized in Section F demonstrates that the Offeror has more than 35 years of relevant experience as a hydrologist.

City of Las Vegas On-Call Hydrologic and Water Rights Services (2009 – 2016): The Consultant is the City's water rights consultant. Responsibilities include water rights transactional work, field inspections and providing opinion as to the quality of water rights offered to the City; providing hydrologic analyses of Gallinas River flows and alternative diversion scenarios in support of the City's ongoing groundwater and surface water development and management programs. Other project responsibilities include working on the City's well rehabilitation and water-loss management programs and reclaimed wastewater discharge permits.

Rio Ruidoso acequias (2015-ongoing): Provide hydrologic and water rights services on behalf of 16 acequias protesting water right transfers by the Village of Ruidoso.

Vaughan Pipeline Pecos River Augmentation Project - Fort Sumner (2005-2008): My recent role as the lead consulting hydrologist and water rights expert for the NMISC's Vaughan Ranch Pecos River augmentation pipeline project (Ft. Sumner) exemplifies my abilities to initiate, manage and bring to a successful conclusion water rights project. My responsibilities on the Vaughan Ranch Pipeline Project with respect to water rights evaluation included:

- ✓ Review of water right documents, including declarations, adjudicatory orders and permits,
- ✓ Field inspections,
- ✓ Land owner and OSE District Office staff interviews,
- ✓ Preparation of fatal flaw analyses and recommendations,
- ✓ Prepare recommendations for permit corrective actions,
- ✓ Consultation with NMISC and OSE staff to develop water right transfer permit strategies and procedures, and
- ✓ Coordination of surveyor and contract attorney activities.

As project manager I was also responsible for the development of project cost estimates, budgets and schedules. Due to the complex and multi-disciplinary composition of the project team (attorneys, surveyors, engineers, pump contractor, appraisers and title company), close and timely communication with NMISC staff was required throughout the four year project timeline. My project management skills provided the following specific benefits to the NMISC:

- ✓ Timely reviews and abstracting of water right files,
- ✓ Timely performance of water rights "fatal flaw" analysis and identification of water rights corrective action required,
- ✓ Development and implementation of a field testing protocol for wells proposed for acquisition,

- ✓ Timely identification of well deficiencies and implementation of fixes,
- ✓ Timely identification of pipeline capacity improvements needed to increase deliveries to the Pecos River, and
- ✓ Timely reviews of project documents produced by other project contractors.

Arch Hurley Conservation District (2008-2009) – The Consultant provided the District with water rights and hydrologic analysis of stream flow depletion on the Canadian River that would result from a proposed groundwater irrigation project. My applied understanding of OSE water rights procedures for the review of applications to appropriate groundwater was successfully used to induce the applicant to withdraw his application.

Berrendo Pipeline Project (2008-2009) – The Consultant has been providing the project's legal team with water rights strategy, interpretation of OSE procedures and hydrologic analyses of the potential effects of this ambitious project to pipe water from the Pecos River basin to the Rio Grande Basin.

Water Rights Adjudication - City of Española, Town of Taos (2001-2008): Provide hydrologic, technical and strategic advice and analyses in support of both negotiated settlements and litigation. Work has included development of groundwater models, analyses of surface and groundwater interaction, evaluation of water right claims put forth by acequias and pueblos, and evaluated water right and hydrologic implications of negotiation positions put forth by either the municipalities or the other parties to the adjudication including the Office of the State Engineer.

Eldorado Area Water and Sanitation District Water Rights Program (2007-2008): Evaluated the District's declared, permitted and adjudicated water rights and developed a strategy and procedures to ensure continued OSE permit compliance and to optimize use of their two well fields. Provided direction and oversight for the development of a regional groundwater flow model to evaluate groundwater level declines and surface water depletions that would result from the District increasing its diversions. Worked closely with OSE staff to evaluate alternative approaches to combining the District's water rights to allow for optimal well field operations. Prepared supplemental well applications. Prepared an AWWA water audit of the utility and a water level monitoring program.

City of Rio Rancho – New Groundwater Appropriation and Surface Water Rights Acquisition Strategy (1998-2002): Water rights and hydrologic consulting services were provided in support of the City's successful application for a new groundwater appropriation of 12,000 acre-ft. As the principal hydrologist and Water Rights Expert for the City, I provided litigation support and expert witness testimony, directed the evaluation and selection of a groundwater flow model used in well field modeling, and the development of a 40 year pumping schedule. Provided technical support in settlement negotiations with municipal and tribal entities protesting the granting of the permit. Performed hydrologic and water right analysis in support of the City's water rights acquisition program, and water right applications with the OSE. Responsibilities have included development of the City's Return Flow Plan and update of its 40-Year Plan.

San Juan Chama Project (SJC) Contract Management (2001-2008): Provided the **Town of Taos** and the **City of Española** with water rights and technical support in their efforts to secure and manage their SJC Project water rights. My responsibilities included the successful negotiation of new SJC Project Repayment Contracts with the Bureau of Reclamation that secured project water for the municipalities on a permanent basis. Responsibilities included assisting in the organization of meetings with the public, ISC and OSE staff and other project contractors and provided review and comments on the draft Repayment Contracts. Other responsibilities included the development of protocols favorable to the municipalities for the management and accounting of water uses, including leasing arrangements with 3rd parties.

Hydrologic Consulting Services (1998-ongoing): In addition to the public sector clients previously described, for the past 18 years I have also been providing consulting services to a wide variety of private and public sector clients. These services are similar to those required by the CITY under RFP 2017-06, and include: groundwater development, NMED discharge permitting, water loss accounting, water resource protection, water rights permitting, and 40-Year water development planning. These clients have included:

Intrepid Potash
The Peters Corporation
Ojo Caliente Mineral Springs
Rancho Encantado
Village of Pecos
City of Ruidoso Downs
Village of Eagle Nest
Richard Cook/Española Transit Mix
Hope Community Ditch
J.P. Gonzales Ditch Association
Sunrise Springs Resort
Russell Sand & Gravel Co.

Section G - Required Supporting Documents

The completed Campaign Contribution Disclosure Form is attached.

Section H – (no information required)

Section I - Financial

The Offeror maintains both liability and Professional Liability insurance.

Section K - Additional Information

K.1 - Proximity to Las Vegas New Mexico

The Offeror is based in Santa Fe, and work performed by Consultant for this Project will be undertaken in New Mexico. New Mexico Gross Receipts taxes are paid on all services provided.

K.2 - Business registration

The Offeror holds a current City of Las Vegas Business License #2909.

K.3 - Gross Receipts

The Offeror pays Gross Receipts Tax to the City of Las Vegas for all services provided to the City.

K.4 - Expert Witness Experience in Water Rights Hearings

1990 - Application P-636: Provided hydrologic analysis of proposed water-spread application in the vicinity of Portales, Roosevelt County. The Theis analytical method was used to analyze changes in groundwater levels resulting from the proposed change in pumping regime. Expert witness testimony in hydrology provided at OSE administrative hearing.

1990 - Application L-341-A and L-341-A-S: prepared hydrologic analysis and provided testimony in an OSE administrative hearing for an application to add a supplemental well in Lea County. Theis Model used to calculate impacts to nearby wells.

1991 - Application CR-2158 through CR-2158-S-9: Conducted a geohydrologic investigation of a proposed well field that would be used to supply a new fish hatchery in Mora, San Miguel County. Work including expansion of the applicant's groundwater flow model to calculate depletions on a nearby river and acequias. Expert witness report submitted for an OSE administrative hearing.

1993 - Application E-4728-Enlgd: Provided hydrologic analysis and expert witness testimony in an OSE administrative hearing considering a proposed expansion of a groundwater use in the East Mountains area of Bernalillo County.

1995 - Application LRG-6587 into LRG-50: Performed hydrologic analysis, prepared a technical report and provided expert witness testimony in an OSE administrative hearing held to determine the potential for leachate from septic tanks to contaminate the underlying aquifer west of Las Cruces.

1996 - Application 02902 into UP-1068: Performed hydrologic analysis of a proposed new groundwater appropriation, evaluated local drawdown and impacts to the Pecos River and springs in the vicinity of Pajarito, San Miguel County. Expert testimony in hydrology provided at an OSE administrative hearing.

1996 - OSE File LRG-4690 et al: Conducted a geohydrologic investigation and developed a calibrated numerical groundwater flow model of the alluvial and bedrock aquifers of the Jornada del Muerto. Provided expert witness testimony as a hydrologist in **NM District Court for Sierra County** proceeding initiated by the OSE challenging the validity of the underlying water rights.

1997 - Application 0388-A into RG-57988: Conducted a geohydrologic investigation, developed a detailed numerical groundwater flow model to evaluate drawdown and depletions on public water supply springs located in Placitas, Sandoval County. Provided expert witness testimony in hydrology in an OSE administrative hearing.

1997 - Applications E-2298 through E-2298-S-44 1&2: Developed a multi-layer calibrated numerical groundwater flow model of the Estancia Basin and surrounding areas for the purpose of evaluating application for new groundwater appropriation and supplemental wells by the Horton Family interests. Expert witness testimony in hydrology and groundwater modeling provided in OSE administrative hearings.

1997 - Application SP-4675: Evaluated a proposed application to transfer water rights out of irrigation and into recreational ponds located in Rio Arriba County. Prepared a detailed water rights abstract of the permit file, created map overlays of plat maps and

hydrographic survey maps and performed a surface water budget analysis of recreational ponds. Provided expert witness testimony on water rights and hydrology in an OSE administrative hearing.

1997 - Application T-32-S-9: Prepared a hydrologic analysis of a proposed City of Alamogordo supplemental well using the OSE's Tularosa Basin numerical groundwater flow model and administrative criteria. Work was used to achieve a settlement with the applicant and avoid going to hearing.

1998 - Applications E-6722 & E-6722-S: Modified the multi-layer numerical groundwater flow model of the Estancia Basin previously developed in 1997 for the purpose of evaluating application for a new groundwater appropriation and supplemental wells by the Entranosa Water & Wastewater Cooperative. Expert witness testimony in hydrology and groundwater modeling provided in a number of OSE administrative hearings.

1999 - Application 01303 into RG-65711: Performed hydrologic analysis of a proposed new groundwater appropriation on groundwater and a nearby Acequia located in Abiquiu. Provided expert witness testimony in an OSE administrative hearing.

2000 - Application P-1856 et al: Conducted a hydrologic analysis of proposed supplemental wells in an area of limited aquifer saturated thickness, north of Portales in Roosevelt County. Work was used in a mediated settlement of the protest to the application.

2001 - Application RG-6745 through RG-6745-S-34: Provided hydrologic and water rights services in support of a new 12,000 ac-ft groundwater appropriation by the City of Rio Rancho. Expert witness testimony provided in OSE administrative hearing and **NM District Court (Sandoval County)** proceeding.

2001 - Application E-193: Performed hydrologic analysis, water right abstract and historical water use investigations in support of an application to change use of a groundwater in the Estancia Basin in the vicinity of Moriarty. Expert witness testimony provided in an OSE administrative hearing.

2003 - Application SD-0087: Performed geohydrologic investigation, modified and expanded the OSE's Roswell Basin groundwater flow model to calculate groundwater depletions and spring depletions resulting from historical irrigation in the Roswell basin and proposed new supplemental wells located near Hope, Eddy County. Expert witness testimony provided in an OSE administrative hearing.

2007 - Application H-0974: Provided hydrologic services in support of an application by the City of Ruidoso Downs to transfer irrigation water rights into its municipal wells. Analyses included calculation of groundwater impacts and streamflow depletion

calculations. Assisted in negotiating a settlement with protestants at the administrative hearing.

2008 - Application CR-04678 et al.: Retained by the Arch-Hurley Irrigation District in support of its protest of the subject application. The OSE's Glover-Balmer model code was used to calculate depletions to the mainstem of the Canadian River that would result from granting the application to appropriate 632.1 ac-ft of groundwater per year for the irrigation of 301 acres of land along Cañon Largo, San Miguel County.

2009 - Application CC-2006-S & CC-2006-S-2: Retained by the applicant. Prepared hydrology report and rebuttal report analyzing effects of applicant' proposed groundwater pumping on nearby wells of other ownership located near Texico, Curry County.

2009 - U.S. District Court (NM) Cause No. 6:09-CV-00458-RLP/WDS: Retained by the plaintiffs to research archival documents of the Vermejo Irrigation District and to prepare an expert opinion report on the validity of its water right claims.

2010 - Application UP-4178: Provided hydrologic and water rights expert services in support of the City of Las Vegas protest of the subject application to appropriate 2,200 Acre-Feet per Year from the Upper Pecos Underground Water Basin. Prepared a geohydrology report and groundwater flow model.

2012-2015 - New Mexico Office of the State Engineer Hearing No. 11-017: Retained by protestants objecting to the New Mexico Interstate Stream Commission transfer of approximately 7,500 acre-feet of water rights into its Seven Rivers augmentation well field located near Carlsbad, in south-central Eddy County. Prepared multiple expert reports addressing water rights and geohydrology.

OFFEROR INFORMATION

OFFEROR: Mustafa D. Chudnoff Consulting, LLC

AUTHORIZED AGENT: Mustafa Chudnoff

ADDRESS: P.O. Box 22972, Santa Fe, NM 87502

TELEPHONE NUMBER (505) 670-2028

FAX NUMBER (505) 984-1365

DELIVERY: 1421 Luisa St., Suite G, Santa Fe, NM 87505

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 TECHINCAL IRREGULARITY IN THE FORM.

AFFIDAVIT FOR FILING WITH COMPETITIVE PROPOSAL

STATE OF New Mexico }
} ss
COUNTY OF Santa Fe }

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

Mustafa Chudnoff
Signature

Subscribed and sworn to before me, this 4th day of August, 20 16.

(SEAL)

OFFICIAL SEAL
LOIS J. VARELA
Notary Public
State of New Mexico
My Commission Expires 8/6/2019

Lois J Varela
Notary Public Signature
My Commission Expires: 8/6/2019

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.

APPLICATON OF PREFERENCE

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

FEDERAL TAX IDENTIFICATION NUMBER

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

FEDERAL TAX ID NUMBER: 26-3607684

SOCIAL SECURITY NUMBER: _____

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(The above fields are unlimited in size) _____

_____ _____
Signature Date

_____
Title (position)

-OR-

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

Neil Churchill 8/4/2016
Signature Date

Owner
Title (Position)

EA Engineering, Science, & Technology, Inc.
320 Gold Avenue SW, Suite 1300
Albuquerque, New Mexico 87102
Phone: (505) 224-9013 Fax (505) 224-9016

August 4, 2016

Selection Committee
c/o City Clerk
City of Las Vegas
1700 N. Grand Ave
Las Vegas, New Mexico 87701

Re: Proposal for Professional Consulting Services, Hydrologist (Opening No. 2017-06)

Dear: Selection Committee

EA Engineering, Science, & Technology, Inc. (EA) is pleased to have the opportunity to provide our qualifications to support the City of Las Vegas on an On-Call Basis. EA is a full-service professional consulting firm with offices throughout the country. We offer local staff in our Albuquerque office that have the desired technical skills, experience, and most of all are client services oriented.

We look forward to hearing from the Selection Committee. In the meantime, please let us know if you have any questions regarding the information provided.

Sincerely,

Jay Snyder
Profit Center Manager

Robert Marley
Project Manager/Hydrologist

Enclosure

RECEIVED
AUG 08 2016
CITY OF LAS VEGAS
PURCHASING DEPT.

SECTION A. OFFEROR'S INDENTIFICATION

EA Engineering, Science, and Technology, Inc., PBC (EA) is pleased to respond to the City of Las Vegas (City) Request for Proposals (RFP) for Professional Consulting Services for Hydrologist on a Call-In Basis (Opening No. 2017-06). EA provides environmental, compliance, natural resources, and infrastructure engineering and management solutions to a wide range of clients.

Headquartered in Hunt Valley, Maryland, we employ more than 400 professionals through a full-service nationwide office network shown below. In business since 1973, we are consistently ranked among the country's "Top Environmental Services Firms" by leading trade publications such as Engineering News-Record and the Environmental Business journal.

Additional information as requested within Section A of the response follows.

Name/Address of Organization:

EA Engineering, Science, and Technology, Inc., PBC
320 Gold Ave. SW, Suite 1300
Albuquerque, New Mexico 87102
Phone: (505) 224-9013

Nature of Organization:

A Public Benefit Corporation (PBC).
Federal Tax Identification Number: 52-0991911

Subcontractors:

EA technical staff will provide the Professional Consulting Services for Hydrologist outlined in the RFP. Should a general contractor licenses be needed for completion of a particular construction project, EA will subcontract with Rhino Environmental Services

(Rhino) located in Albuquerque, New Mexico (NM General Contractors License #80237).

Authorized Personnel to Execute Contract/Principal-In-Charge:

Mr. Jay Snyder, P.G., P.E. (Colorado), C.Hg. (California)
Profit Center Manager
Direct Phone: (505) 715-4286

The EA Authorized Personnel with the ability to execute a contract with the City is Mr. Jay Snyder located in our Albuquerque office. Mr. Snyder has nearly 30 years of experience serving a variety of federal, state, and commercial clients.

Project Manager

Mr. Robert Marley
Project Manager/Lead Hydrologist
Direct Phone: (505) 715-4154

The EA Project Manager will serve as the principal point-of-contact with full responsibility for control of budget, schedule, and technical aspects of the project. Our proposed Project Manager and Lead Hydrologist, Mr. Robert Marley, is a seasoned project manager in addition to being technically qualified to provide the hydrologist services desired by the City.

Over the last 27 years, Mr. Marley has completed numerous hydrologic services projects with components similar to those listed in the City's RFP. Including groundwater resource assessments, Preliminary Engineering Reports, water quality characterization, and presentations to City of Las Vegas staff and representatives.

SECTION B. PERSONNEL EXPERIENCE

EA has assembled a team of professional scientists and engineers who have demonstrated expertise in providing hydrologic services; and can cost effectively provide a wide range of technical and data management services of the highest quality to meet the needs of the City through this "On Call" contract. To ensure your complete satisfaction, EA will respond rapidly to your requirements and identify approaches that will efficiently and seamlessly integrate new and ongoing data acquisition programs.

With our branch office in Albuquerque, New Mexico, EA is well positioned to dedicate the expertise of local professionals, with considerable experience in the New Mexico regulatory environment. The relevant experience and knowledge of key management and technical staff are highlighted below. Detailed professional profiles are provided in Attachment A.

B.1 PRINCIPAL-IN-CHARGE

Mr. Jay Snyder will serve as the ***Principal-in-Charge for this contract.*** He has the ***authority to draw upon resources of the firm*** on behalf of the City. Mr. Snyder will provide technical

guidance to our proposed project manager throughout the course of the project; and will review and sign contract documents as necessary.

B.2 PROJECT MANAGER

EA's Project Manager, ***Mr. Robert Marley,*** will serve as the primary point-of-contact for the City. He will be key to the successful performance and completion of project tasks within assigned schedule and budgetary constraints, and will assure appropriate technical direction for the tasks. Mr. Marley has 27 years of technical and project management experience which includes ***New Mexico water rights support, surface and groundwater hydrology, water resource planning and development, water reuse, aquifer recharge, and permitting***. Additionally, his experience includes ***several years supporting the City of Las Vegas***, and therefore, he is well versed in the strengths and weaknesses of the City's water supply portfolio.

B.3 PROFESSIONAL AND TECHNICAL SUPPORT STAFF

In addition to the Principal-in-Charge and Project Manager, EA has a highly qualified group of hydrologists, geologists, engineers, and technicians with extensive experience in each of the technical areas identified by the City. Technical personnel will be assigned to a project based on the scope of work and the tasks to be performed. Should the need arise, EA can provide short-term or extended staffing. A brief biographic sketch of key project personnel is provided below and supported by more detailed professional profiles within Attachment A.

Mr. Lee Becker, P.E. will serve as the project ***Principal Engineer***. Mr. Becker is a Registered Professional Engineer (NM – 21117) with 45 years of experience managing civil and environmental engineering projects. He has worked extensively on the analysis and development of groundwater, ***open channel hydraulics***, water supply planning and management, ***flood studies***, artificial recharge, ***system analysis, irrigation, water rights, and water policy assessment***. Prior to EA, he served as State Hydrologist with the Nebraska Department of Water Resources.

Mr. Timothy G. Haakenstad, P.E. has 30 years of experience implementing ***surface water quality and quantity improvement*** practices. His technical skills include ***flood control, grade stabilization, dam planning, design, and construction***; irrigation water supply canal and lateral planning, design, and construction; structural inspections of projects including current condition and failure forensic inspections/studies; wetland creation, restoration, and enhancement planning, design, and construction. Prior to joining EA, Mr. Haakenstad served as the Nebraska Natural Resources Conservation Service (NRCS) State Conservation Engineer.

Mr. Brent Myer will serve as the project ***hydrologic modeler***. Mr. Myer has 12 years of experience developing complex surface and groundwater flow models designed to develop and manage water resources, optimize the efficiency of groundwater remediation, analyze the effects of large-scale dewatering, and estimate the transport of dissolve-phase contaminates. He is versed in MODFLOW and FEFLOW hydrologic modeling software.

Ms. Brandi Flyr, Ph.D. will provide technical scientific support as needed for the project. Dr. Flyr has 10 years of experience providing hydrology, geology, and biology expertize. Her

professional experience includes hydrologic modeling, ***integrated and conjunctive water management, policy analysis, water planning, and statistical analyses***. Developed and coordinated water resources analysis design, ***surface water operations model development***, groundwater model development, water budget calculations, data collection protocols, database management, analysis review, and report writing.

Ms. Regina (Gina) Mullen will provide ***geographic information system (GIS) and database support*** as needed. Her 12 years of experience includes database design, data management, and automation of field tasks. Ms. Mullen focuses on data end-use to create databases and applications that are best suited to each individual project. She has managed water resources data, modeled vegetation communities and supported a National Park expansion. Specialized training includes the U.S. EPA Water Quality Standards Academy and ***Level 1 Water Distribution and Treatment certification***.

Mr. Elon O'Malia is a scientist with more than 9 years of professional, volunteer, and academic experience in GIS research and application, water quality management including ***wastewater treatment, and aquatic and terrestrial biological field and laboratory assessments***. He has worked and volunteered at multiple levels of government with the city of Boulder, Colorado; the U.S. Environmental Protection Agency; and the National Parks Service.

SECTION C. LICENSURE

EA has a State of New Mexico Resident Business Certificate, and routinely subcontracts Rhino Environmental Services when a New Mexico General Contractors license is needed. EA will maintain all licenses required by law to perform the work required under the proposed contract with the City. A summary is as follows:

I. Resident Business Certificate: L0925294032, Expires 24-March 2017.

II. New Mexico General Contractors License: Should work assignments require a general contractor license, EA will subcontract Rhino Environmental Services (NM General Contractors License #80237). EA has teamed with Rhino on multiple construction projects and has successfully completed over $2,000,000 of work together.

SECTION D. NECESSARY LABOR AND EQUIPMENT

EA has the necessary labor and equipment to provide hydrologist services. Equipment and labor if required shall be available on site within the specified time line established for identified services. A summary of available labor and equipment in our Albuquerque office follows:

I. Necessary Labor: The EA Albuquerque office has 20 technical staff comprised of eight engineers, two hydrologists, three GIS specialists, six geologists, and an administrative assistant.

II. Equipment: A list of equipment available to support field projects is provided in Table 1. Our downtown Albuquerque office includes phones, computers, projectors, meeting rooms, and document production facilities that are necessary to conduct routine office

work. Other field equipment and supplies will be provided under the contract on a cost plus 10-percent basis.

TABLE 1 – EQUIPMENT ROUTINELY PROVIDED FOR FIELD PROJECTS

Passenger Car
1/2 Ton Pickup Truck
3/4 Ton Pickup Truck
Trailer
Pressure Washer
Air Monitoring Meters (LEL, O_2, CH_4, PID)
275+ Gallon Water Tanks
Water Quality Meters (temp, pH, Cond., ORP, DO)
HACH DR2800 Photo spectrometer
Hydrocarbon/Water Interface Probes
Water Level Meters
Pressure Transducers
Submersible, Peristaltic, and Transfer Pumps
Soil Auger Kit (Hand operated)
Slide Hammer Sampling Kit
Air Compressor
Electric Concrete Core Drill
Generator 110V
Generator 220V
Jack Hammer
Level, Tripod, & Rod
Hand-held GPS - Small Unit
Mobile Mapper GPS
Metal Detectors
Magnetic Locater (pipe & cable)
Hand Tools (e.g., hammers, screwdrivers, drills)
Personal Health & Safety equipment
Back Pack Drill

SECTION E. EXPERIENCE IN HYDROLOGIST SERVICES

EA has consistently demonstrated its ability to manage contracts in a manner that provides cost effective, results oriented support to clients through a clear understanding of the technical scope of work. EA will manage City projects, progress reporting, and fiscal control through the application of proactive management and technical processes proven effective for our clients. In particular, we will draw upon our proposed project managers experience with the City to bring a balanced perspective on how to accomplish work assignments while providing value and benefits to the City.

Supporting our management structure will be a team of scientists, engineers, and technical and administrative support staff with considerable experience providing hydrologic services throughout the country. Professional profiles for our staff best suited to support the City contract are provided in Attachment A.

EA has provided similar hydrologic services to other clients since 1973. The following clients can be contacted to attest to the quality of our recent work:

I. Name: Mr. Pete Domenici, Jr.
Business: Domenici Law Firm PC
Address: 320 Gold Ave SW Suite 1000, Albuquerque, NM 87102
Phone: (505) 883-6250

Project type: Environmental compliance, hydrologic investigations, remediation, expert witness and testimony before the New Mexico Water Quality Control Commission.

Project Manager: Mr. Jay Snyder

II. Name: Ms. Marian Wrage
Business: City of Rio Rancho
Address: 3200 Civic Center Circle, Suite 208, Rio Rancho, New Mexico 87144-4501
Phone: (505) 896-8737

Project type: Water reuse, treatment, aquifer recharge, water resource management plans (Office of the State Engineer and New Mexico Environment Department permitting, 40-Year Water Plan, Water Resource Management Strategy, Return Flow Plan).

Project Manager: Mr. Robert Marley

III. Name: LeRoy W. Sievers, Agency Legal Counsel
Business: Nebraska Department of Natural Resources
Address: 301 Centennial Mall South, Lincoln, Nebraska 68509-4676
Phone: (402) 471-1113

Project type: Water right accounting and purchase, stream forecasting and diversion modeling, water resource planning and management, technical expert to water right hearings, hydrologic data collection and analysis.

Senior Water Resources Engineer: Mr. H. Lee Becker, P.E.

IV. Name: Mike Onnen, General Manager
Business: Little Blue Natural Resources District
Address: 100 East 6th Street, Davenport, NE
Phone (402) 364-2145

Project Type: Basin-wide surface and groundwater plan that included water quantity and water quality goals and components. Included water budget calculations, vadose zone analysis, stream gage analysis, and identification of recharge project locations. Hydrologic and hydraulic analysis to build small-scale recharge structures throughout the basin.

Project Team Member: Ms. Brandi Flyr, Mr. Timothy G. Haakenstad

SECTION F. EXPERIENCE AS A HYDROLOGIST

Our proposed project manager and lead hydrologist has over 27 years providing the consulting services desired by the City. The proposed EA staff, as demonstrated within Section B and Attachment A, have at least five (5) years of proven performance providing hydrologic services. We are offering a seasoned group of professionals with advanced degrees, certifications, and experience.

SECTION G. DOCUMENTATION

Attachment A provides documentation of education, certifications and, qualifications of our proposed staff.

SECTION I. FINANCIAL

EA maintains a $10,000,000 line of credit with SunTrust Bank located in Baltimore, Maryland. A letter from the bank attesting to our credit rating is provided in Attachment B.

SECTION K. ADDITIONAL INFORMATION

At this time, EA does not see the need for any exceptions and/or clarifications to the RFP. EA has the ability to provide all the hydrologic services listed in the RFP Scope of Work.

Attachment B provides the Offeror Information Form and Campaign Contribution Disclosure Form. A list of subcontractors and bonds are not applicable at this time. Should construction services be requested under this contract, EA will enlist the services of Rhino Environmental Services (New Mexico General Contractors License #80237). As applicable, EA will work with the City to establish performance bonding for future work under the contract.

Our standard labor, equipment and supply billing rates are summarized below.

TABLE 2 – LABOR, EQUIPMENT, AND SUPPLIES RATES

Proposal Identified Staff	Labor Category	Hourly Rate
Lee Becker	Principal Engineer	215.00
Jay Snyder, Tim Haakenstad	Principal Scientist/Engineer V	173.00
Robert Marley, Brent Myer	Engineer/Geologist/Scientist/Analyst IV	157.00
Brandi Flyr	Engineer/Geologist/Scientist/Analyst III	125.00

TABLE 2 – LABOR, EQUIPMENT, AND SUPPLIES RATES

Proposal Identified Staff	Labor Category	Hourly Rate
Regina Mullen, Elon O'Malia	Engineer/Geologist/Scientist/Analyst II	93.00
As assigned	Engineer/Geologist/Scientist/Analyst I	85.00
As assigned	CAD Technician	75.00
As assigned	Clerical/Admin	66.00
GSA / IRS Mileage Reimbursement Rates		Cost
Lodging, Meal, and Incidentals (or Standard Per Diem Rate)		Cost + 10%
Vehicles, Equipment, and Supplies		Cost + 10%
Applicable taxes		Cost

Attachment A

Professional Profiles

Robert D. Marley
Hydrologist IV

Mr. Marley's experience includes water rights support, surface and groundwater hydrology, water resource planning and development, water reuse, aquifer recharge, and permitting. His experience includes several years supporting the City of Las Vegas.

Qualifications

Education
M.S.; University of Arizona; Hydrology; 1990
B.S.; Northern Arizona University; Geology; 1984

Experience
Years with EA: <1 Total Years: 27

Relevant Professional Experience

New Mexico Water Rights Support— Responsible for evaluation of water resources within complex hydrologic settings. Including the evaluation of potential impacts from proposed water appropriations, water right transfers, and conjunctive water management strategies. Has prepared New Mexico Office of the State Engineer (OSE) required Notice of Intent document to appropriate non-potable groundwater pursuant to New Mexico Statutes Annotated §72-12-25 through §72-12-28, Artesian Well Plan of Operations, applications to change purpose and place of use, and other pertinent documents as requested by the OSE. Assessed existing condition and capacity of inactive well field in support a 26,000-acre-foot water right purchase, and provided expert testimony in U.S. Bankruptcy Court.

Surface Water Hydrology— Conducted an evaluation of surface water flows, including groundwater contributions, in order to develop a surface water budget for sub-watershed inputs at over 20 locations along the main-stem of the Red River. The water budget was used to support waste load allocations from various point- and nonpoint sources of pollution throughout the watershed. Developed and calibrated streamflow and sediment transport model for 27,000-square-mile basin. Model incorporated spatial and temporal basin characteristics and was used to estimate streamflow and sediment loads for a 50-year base period. Modeling efforts were used to support the evaluation of threatened and endangered species issues near the confluence with Colorado River in Grand Canyon National Park. Provided hydrologic support for client seeking to maintain in-stream Rio Grande flows.

Groundwater Hydrology—Leads on projects involving groundwater planning, well drilling and construction oversight, and aquifer performance testing. Including determination of long-term production potential of the Taylor Well Field and surrounding area for the City of Las Vegas. Manages all aspects of design, bidding, drilling, construction, testing, and supporting civil design services for dozens of new supply wells ranging from less than a hundred to several thousand feet deep, and up to $3 million in construction costs. Recently completed hydrologic assessment of groundwater resources within the states of Oklahoma, Kansas, and Texas which identified potential effects of federal decisions on oil and gas development and fresh water resources.

Water Resource Planning and Management—Evaluated opportunities for source water blending, importation, and treatment or new source water development using detailed sets of evaluation criteria. Incorporated local and federal agency input into the recommended options, prioritized the development of the proposed water infrastructure improvements, and refined estimates of capital and operational costs for the identified public water system improvements. Conducted water system vulnerability assessment to identify and assess the susceptibility of municipal water system to a wide range of potential threats that could result in injury, illness, property damage, and/or disruption of operations. Provided water demand analysis, and discrimination between groundwater withdrawals from county, municipal, and private domestic wells. Prepared 40-year water plans, return flow plans, water resource policies and ordinances, drought contingency plans, source water protection plans, watershed restoration plans, and non-point source pollution management and protection plans.

Water Reuse, Aquifer Recharge, and Permitting— Provided assessment of aquifer recharge, storage, and recovery options in support of water reuse system improvements. Permitted, tested, and analyzed feasibility of artificial recharge of highly treated reclaimed wastewater through surface infiltration and direct injection into the Middle Rio Grande aquifer. Responsible for negotiation of site-specific requirements with OSE and New Mexico Environment Department (NMED) for Underground Storage & Recovery and Groundwater Discharge Permits, respectively.

H. Lee Becker, P.E.
Principal Engineer

Mr. Becker is a Registered Professional Engineer (NM – 21117) with 45 years of experience managing civil and environmental engineering projects. He has worked extensively on the analysis and development of groundwater, open channel hydraulics, water supply planning and management, flood studies, artificial recharge, system analysis, irrigation, water rights, and water policy assessment. Prior to EA, he served as State Hydrologist with the Nebraska Department of Water Resources.

Qualifications

Education
M.S.; University of Nebraska, Lincoln; Civil Engineering; 1981
B.S.; University of Nebraska, Lincoln; Civil Engineering; 1971

Professional Affiliations/Memberships
American Society of Civil Engineers

Experience
Years with EA: 28 Total Years: 45

Relevant Professional Experience

Water Resources—Conducted or participated in numerous hydrologic investigations, including evaluation of surface and ground water supply sources, computer modeling of groundwater, streamflows and flood hydrology, instream flow assessments, and statistical analysis of hydrologic data. Developed and taught university and short courses in hydrology and streamflow records computation. Performed numerous hydraulic analyses of bridges, culvert and flood flows. Conducted time of travel studies for surface water delivery systems. Evaluated floodplain permit applications for state agency. Developed simulation and optimization techniques for multi-purpose surface water projects. Developed computerized system operation for water administration of the North Platte and Platte Rivers, including automated data acquisition and records computation. Represented state on Compact/Decree technical committees.

Water/Wastewater Infrastructure—Developed and directed the evaluation of a water distribution serving a major Army installation. Utilized computer simulation model to identify corrective measures to address areas of low pressure and inadequate fire protection flow and a deficiency of available water storage on Post. Based upon the findings, a 500,000 and 750,000-gal ground-level storage tanks with dedicated booster stations were recommended to address deficiencies. Prepared plans, specifications, and contract documents for the construction of the recommend water system improvements.

Surface Water Rights— Provides technical expertise in support of litigation in areas of groundwater modeling, hydrologic processes in agricultural lands (evapotranspiration, runoff, deep percolation, recharge, etc.), irrigation system efficiencies, water use, and supplemental irrigation, hydrology and hydraulics, and water resources engineering and management. Serves as Special Consultant to the Nebraska Department of Water Resources for interstate water disputes before the U.S. Supreme Court. Served as a special consultant to the Northwest Florida Water Management District in support of legal proceedings with the states of Georgia and Alabama and the United States regarding the Chattahoochee-Apalachicola-Flint River dispute. Specific services included review and evaluation of reservoir and river operations models developed to assess various water control alternatives. Has submitted affidavits and depositions to Special Master appointed by the Court. In a lawsuit involving the allocation of reservoir storage water, provided expert testimony to the impacts of alternative distribution alternatives.

Timothy G. Haakenstad, P.E.
Engineer V

Mr. Haakenstad is a Professional Engineer with 30 years of experience implementing surface water quality and quantity improvement practices. His technical skills include flood control, grade stabilization, dam planning, design, and construction; irrigation water supply canal and lateral planning, design, and construction; structural inspections of projects including current

Qualifications

Education
B.S.; University of Nebraska; Civil Engineering; 1983

Registrations/Certifications
Registered Professional Engineer—NE (No. E6793)

Experience
Years with EA: <1 Total Years: 33

condition and failure forensic inspections/studies; wetland creation, restoration, and enhancement planning, design, and construction

Prior to joining EA, Mr. Haakenstad served as the Nebraska Natural Resources Conservation Service (NRCS) State Conservation Engineer that guided agency operations. He provided direction and oversight of Nebraska NRCS engineering policies and projects, and managed and provided leadership to the NRCS Engineering staff across the state of Nebraska.

Relevant Professional Experience

Water Resource Permitting and Planning— Has experience with permitting and regulatory compliance for complex water resource projects along with an extensive knowledge of funding sources for water conservation projects through NRCS. Involved in all phases of planning, designing, and constructing water conservation projects.

Surface Water Management—Has experience with design alternative analysis of watershed dam structures, large irrigation projects, and wetland restoration projects. Senior Engineer for three watershed dam rehabilitation plans that evaluated alternatives for rehabilitating the dams to meet the current safety requirements and identify a preferred alternative in conformance with NRCS standards and the National Watershed Program Manual. The project included geotechnical investigation and site inspection; hydraulic and hydrologic modeling and analysis; cost estimating; assessing the environmental, economic, and cultural impacts; and working with NRCS, the watershed boards, and the general public to determine the preferred alternative for each site.

Flood Control and Dam Hazard Assessments — Technical lead for completion of 20 dam assessments. The assessments included site inspections, hazard classification studies, recommendations for operation and maintenance repair issues, development of rehabilitation alternatives to upgrade the structure to current design standards if necessary, and completion of the assessment report. Structural inspections included current condition and failure forensic inspections/studies. Completed hazard classification studies consist of routing the breach hydrograph downstream of the dam to a location that does not impact homes or infrastructure and determining the potential risk to loss of life and property. Provided technical leadership and direction to the engineering staff completing the planning phase of rehabilitation projects, design phase geological investigations, soil mechanics testing and analysis, and construction inspection.

Brent A. Meyer
Hydrologist IV

Mr. Myer has 12 years of experience developing complex groundwater flow models designed to develop and manage groundwater resources, optimize the efficiency of groundwater remediation, analyze the effects of large-scale dewater projects, and estimate the transport of dissolve-phase contaminates.

Qualifications

Education
M.S., Hydrologic Sciences
University of Nevada, 2004

B.A., Geology
University of Montana, 1997

Experience
Years with EA: <1 Total Years: 12

Relevant Professional Experience

Hydrologic Modeling— Developed one-of-a-kind dual-porosity (hybrid) and duel-calibration flow models, basin-scale hydrologic assessment and groundwater resource modeling. Performed basin-scale hydrologic and hydrogeologic assessments. Collaborated extensively with management and teams for other scientific disciplines required on largescale environmental and geologic projects. Developed groundwater flow models for almost every purpose and environment encountered in the United States. Has in-depth knowledge of the limitations of flow models, the challenges that complex environments present, and the difficulties of completing complex models.

List of Technical Skills and Specializations

- Computer Software: FEFLOW, MODFLOW (GMS, Groundwater Vistas), ArcMap GIS, Visual MINTEQ, Microsoft Excel, Microsoft Word, USGS-GWToolbox, EarthVision, Microsoft Access, MathCad, Adobe Photoshop
- Analytical Instruments: Spectrofluorophotometer, Atomic Adsorption Spectrometry (hydride generation and flame), X-Ray Diffraction, Ion Chromatography, Colorimetric Spectrometry, Scanning Electron Microscope.

Brandi Flyr, Ph.D.
Hydrogeologist III

Dr. Flyr is a geologist and biologist with a diverse project and educational background. Her professional experience includes hydrologic modeling, integrated and conjunctive water management, policy analysis, water planning, and statistical analyses.

Qualifications

Education
Ph.D.; University of Nebraska-Lincoln; Geosciences; 2009
M.S.; University of Nebraska-Lincoln; Geosciences; 2007
B.S.; University of Nebraska-Lincoln; Geology and Biology (Mathematics Minor): 2005

Experience
Years with EA: 2 Total Years: 10

Relevant Professional Experience

Water Resources and Management—Participates in multi-faceted approaches, such a hydrologic modelling and planning processes to investigate surface, groundwater, or hydrologically connected water resources. Identified conjunctive management and recharge opportunities to retime water supplies. Developed and coordinated water resources analysis design, surface water operations model development, groundwater model development, water budget calculations, data collection protocols, database management, analysis review, and report writing.

Lake Modeling—Utilizes thermodynamic-ecological lake models to assess the impacts of changes in the surrounding basin or environment to lake thermal structure, chemical structure, and biota. Regularly publishes in professional journals on lake modeling topics such as lake response to climate change, interconnected surface and groundwater systems, and hydro-climatological lake classifications.

Watershed Planning—Part of team that that established basin-wide watershed plan for the Little Blue River basin to manage groundwater and surface water resources. Led the water budget calculations and vadose zone analysis, produced additional information for the existing hydrogeologic study including a recharge map, and assisted with establishment of potential management practices that would improve water quality and groundwater recharge. Assessed three dams in south-central Kansas to evaluate alternatives to bring each dam into compliance with federal and state regulations as part of the Natural Resources Conservation Service Watershed Rehabilitation Planning Program. Focused on the potential hydrologic, ecological, and social impacts of each alternative on the watershed area surrounding the dam and reservoir. Impact assessment included a thorough review of existing information, as well as fieldwork to complete data gaps.

Regina M. Mullen
Scientist II

Ms. Mullen is an environmental scientist and Geographic Information Systems (GIS)/database specialist with 12 years of experience. Database responsibilities have included database design, data management, and automation of field tasks such as chain-of-custody and bottle label generation. Ms. Mullen focuses on data end-use to create databases and applications that are best suited

Qualifications

Education
M.S.; Northern Arizona University; Environmental Science and Policy, 2004
B.A.; Northern Arizona University; Geography and Biology; 1999

Experience
Years with EA: 4 Total Years: 12

to each individual project. In her capacity as a GIS/database specialist, she has managed water resources data, modeled vegetation communities and supported a National Park expansion. Specialized training includes the U.S. EPA Water Quality Standards Academy and Level 1 Water Distribution and Treatment certification.

Relevant Professional Experience

Watershed Analysis—Hydrologic monitoring and maintenance of weather station and stream gauge. Statistical analysis of soil moisture data to determine impacts of prescribed burn. Collaboration with U.S. Forest Service, The Nature Conservancy, and private land owners. Spatial analysis of vegetative communities using elevation, aspect, predictive models and field data. Evaluation of model accuracy. Is experienced in GIS for environmental, ecological and planning projects. Specializes in the creation of interactive maps that allow efficient communication of complex spatial information and data to clients and field staff.

Data Management— Has over 10 years of experience in GIS analysis and data management for both private and public sector clients. Database responsibilities have included database design, data management, and automation of field tasks such as chain-of-custody and bottle label generation. Focuses on data end-use to create databases and applications that are best suited to each individual project.

Sustainability Liaison— Responsible for annual New Mexico Green Zia application process and implementation of annual sustainability goals. Also represents the Albuquerque office as an EA Sustainer. Actions included renegotiation of contracts with subcontractors, streamlining data processing and review, creating tools to reduce errors in sample collection and data processing, and taking measures to avoid duplication of effort.

Elon M. O'Malia
Scientist II

Mr. O'Malia is a scientist with more than 9 years of professional, volunteer, and academic experience in Geographic Information System (GIS) research and application, water quality management including wastewater treatment, and aquatic and terrestrial biological field and laboratory assessments. He has worked and volunteered at multiple levels of government with the city of Boulder, Colorado; the U.S. Environmental Protection Agency; and the National Parks Service.

Qualifications

Education

M.S.; University of Minnesota; Integrated Biosciences; 2015

A.A.S.; Red Rocks Community College; Water Quality Management; 2012

B.A.; University of Pittsburgh; Biology, Chemistry minor; 2005

Experience

Years with EA: <1 Total Years: 9

Relevant Professional Experience

Geographic Information System, Global Positioning System, and Database Development and Deployment— Provided technical services for ecological and environmental monitoring projects with the city of Boulder, Colorado and The Nature Conservancy in Colorado. Conducted landscape ecology research for his Master's degree with the U.S. Environmental Protection Agency and University of Minnesota. Developed monitoring plans, site maps, and database interfaces as well as data storage and analysis methodologies for environmental assessment projects ranging from wildlife surveys to anthropogenic impacts from recreational use. Trained new employees on the accepted procedures and defined standard of data collection using Global Positioning System.

Water Quality Assessment and Management—Adjusted treatment parameters, monitored biological processes, and maintained pumping equipment to ensure optimal operations of the city of Longmont, Colorado wastewater treatment plant. Performed daily water quality laboratory analysis to assess treatment efficacy using multi-parameter photometers, dissolved oxygen, and pH probes, and qualitative classification of microorganisms in the biologic reaction process. Developed Supervisory Control and Data Acquisition user interfaces to monitor and control treatment processes remotely.

Biological Field and Laboratory Studies—Participated in fish, zooplankton, and benthic invertebrate sampling in Lake Superior, Lake Michigan, and associated Laurentian Great Lake tributaries using fyke nets, dip nets, benthic sleds, and electrofishing equipment. Processed biological samples for stable isotope mass spectroscopy, otolith aging, and tumor presence in fish from heavy metal impacted locations in Minnesota and Wisconsin.

Attachment B

Additional Information

SUNTRUST

Michael P. Avendt
Vice President

SunTrust Bank
120 E. Baltimore Street, 25th Floor
Baltimore, MD 21202
Tel 410.986.1791
Fax 410.986.1927
Michael.Avendt@SunTrust.com

March 9, 2016

RE: EA Engineering, Science, and Technology, Inc., PBC (EA)

To whom it may concern:

EA Engineering maintains a $10,000,000.00 line of credit with SunTrust Bank. As of today's date their line of credit has zero outstanding and full availability on the unused portion. In addition to their line of credit, EA maintains their full depository and cash management relationship with SunTrust Bank. The company's deposits range in the mid to high seven figure range.

The company is current on all obligations, and we rate them as an excellent client.

Please feel free to contact me with any questions.

Truly yours,

Michael Avendt
Vice President
Commercial Division

OFFEROR INFORMATION

OFFEROR: EA Engineering, Science, and Technology, Inc., PBC

AUTHORIZED AGENT: Jay T. Snyder

ADDRESS: 320 Gold Ave., SW, Suite 1300, Albuquerque, NM 87102

TELEPHONE NUMBER (505) 715-4286

FAX NUMBER (_____)

DELIVERY: UPS Overnight Delivery

STATE PURCHASING RESIDENT CERTIFICATION NO.: L0925294032

NEW MEXICO CONTRACTORS LICENSE NO.: GB-98 #80237 - Steve Dyer, Rhino Environmental Services, Inc.

SERVICE (S): Professional Consulting Services for Hydrologist

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

AFFIDAVIT FOR FILING WITH COMPETITIVE PROPOSAL

STATE OF New Mexico }
} ss
COUNTY OF Bernalillo }

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

Signature

Subscribed and sworn to before me, this 3rd day of August, 2016.

(SEAL)

OFFICIAL SEAL
Sergio Reyes-Dzul
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 09-24-18

Notary Public Signature
My Commission Expires: 9/24/18

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(The above fields are unlimited in size) _____

_____ _____
Signature Date

_____
Title (position)

-OR-

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

_____ 8/04/2016
Signature Date

Profit Center Manager
Title (Position)

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 08/01/16 **DEPT:** Utilities Dept. **MEETING DATE:** 08/17/16

ITEM/TOPIC: Publication of Ordinance No. 16-01 for Water Trust Board 317 funding-Raw Water Conveyance pipeline project.

ACTION REQUESTED OF COUNCIL: Approval/Disapproval to publish Ordinance No. 16-01.

BACKGROUND/RATIONALE: The Raw Water Conveyance pipeline project consists of construction of a raw water conveyance feed pipeline from Peterson reservoir to Bradner reservoir. This will allow for the inlet and outlet to be in separate locations improving water quality prior to treatment.

The Water Trust Board (WTB) has awarded the City $1,370,960 in grant/loan (90% grant/10% loan) funding for the construction of the Raw Water Conveyance feed line. The funding agency requires that the agreement be adopted through ordinance.

STAFF RECOMMENDATION: Approval to publish Ordinance No. 16-01.

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.

Maria Gilvarry
SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

Tonita Gurule-Giron
TONITA GURULE-GIRON
MAYOR

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

RICHARD TRUJILLO
CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

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

Revised 04/20/16

$1,370,960
CITY OF LAS VEGAS, LAS VEGAS COUNTY, NEW MEXICO
WATER PROJECT FUND LOAN/GRANT
NO. 0317-WTB

Closing Date: October 28, 2016

TRANSCRIPT OF PROCEEDINGS
INDEX

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

2. Ordinance No. 16-01, adopted September 21, 2016, Agenda, and the Affidavits of Publication of the Notice of Intent to Adopt Ordinance and the Notice of Adoption of Ordinance in the *Las Vegas Optic*

3. Loan/Grant Agreement

4. General and No Litigation Certificate

5. Delivery, Deposit and Cross-Receipt Certificate

6. Right-of-Way Certificate

7. Opinion of Counsel to the City of Las Vegas

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

TRANSCRIPT DISTRIBUTION LIST

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

3884559_2.doc

RECORD OF PROCEEDINGS RELATING TO THE ADOPTION OF ORDINANCE NO. 16-01 OF THE CITY COUNCIL OF THE CITY OF LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO, ON SEPTEMBER 21, 2016

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

The City Council of Las Vegas (the "Governing Body") of the City of Las Vegas, New Mexico (the "Borrower/Grantee") met in a regular session in full conformity with the law and the rules and regulations of the Governing Body at 1700 North Grand Avenue, Las Vegas, New Mexico, being the meeting place of the Governing Body for the meeting held on the 21st day of September, 2016 at the hour of 6:00 p.m. Upon roll call, the following members were found to be present:

Present:

Mayor: _____

City Council Members: _____

_____

_____

_____

Absent:

_____

_____

Also Present:

_____

_____

_____

Thereupon, there were officially filed with the City Clerk copies of a proposed Ordinance and Water Project Fund Loan/Grant Agreement in final form, the proposed Ordinance being as hereinafter set forth:

CITY OF LAS VEGAS, NEW MEXICO
ORDINANCE NO. 16-01

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A WATER PROJECT FUND LOAN/GRANT AGREEMENT AUTHORIZED BY THE NEW MEXICO WATER TRUST BOARD AND ENTERED INTO BY AND BETWEEN THE NEW MEXICO FINANCE AUTHORITY (THE "LENDER/GRANTOR") AND THE CITY OF LAS VEGAS (THE "BORROWER/GRANTEE"), IN THE TOTAL AMOUNT OF $1,370,960, EVIDENCING AN OBLIGATION OF THE BORROWER/GRANTEE TO UTILIZE THE LOAN/GRANT AMOUNT SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF CONSTRUCTION OF A RAW WATER CONVEYANCE FEED PIPELINE FROM PETERSON RESERVOIR TO BRADNER RESERVOIR, AND SOLELY IN THE MANNER DESCRIBED IN THE LOAN/GRANT AGREEMENT; PLEDGING AND PROVIDING FOR PAYMENT OF THE LOAN AMOUNT AND AN ADMINISTRATIVE FEE SOLELY FROM NET SYSTEM REVENUES OF THE WATER FUND; CERTIFYING THAT THE LOAN/GRANT AMOUNT, TOGETHER WITH OTHER FUNDS AVAILABLE TO THE BORROWER/GRANTEE, IS SUFFICIENT TO COMPLETE THE PROJECT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN/GRANT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN/GRANT AGREEMENT.

Capitalized terms used in the following preambles have the same meaning as defined in this Ordinance unless the context requires otherwise.

WHEREAS, the Borrower/Grantee is a legally and regularly created, established, organized and existing municipality under the general laws of the State; and

WHEREAS, the Governing Body has determined and hereby determines that the Project may be financed with amounts granted and loaned pursuant to the Loan/Grant Agreement, that the Loan/Grant Amount, together with the Additional Funding Amount and other moneys available to the Borrower/Grantee, is sufficient to complete the Project, and that it is in the best interest of the Borrower/Grantee and the constituent public it serves that the Loan/Grant Agreement be executed and delivered and that the funding of the Project take place by executing and delivering the Loan/Grant Agreement; and

WHEREAS, the Governing Body has determined that it may lawfully enter into the Loan/Grant Agreement, accept the Loan/Grant Amount and be bound to the obligations and by the restrictions thereunder; and

WHEREAS, the Loan/Grant Agreement shall not constitute a general obligation of the Borrower/Grantee, the Water Trust Board or the Finance Authority or a debt or pledge of the full

faith and credit of the Borrower/Grantee, the Water Trust Board, the Finance Authority or the State; and

WHEREAS, there have been presented to the Governing Body and there presently are on file with the City Clerk this Ordinance and the form of the Loan/Grant Agreement which is incorporated by reference and considered to be a part hereof; and

WHEREAS, the Governing Body hereby determines that (i) the Additional Funding Amount is now available to the Borrower/Grantee to complete the Project; or (ii) that the Governing Body will take such steps as are necessary to obtain the Additional Funding Amount within six (6) months after the Closing Date; and

WHEREAS, the Borrower/Grantee acknowledges that, in the event that it is unable to provide the Additional Funding Amount within six (6) months after the Closing Date, the Loan/Grant Agreement shall, at the option of the Water Trust Board and the Finance Authority, terminate and be of no further force or effect; and

WHEREAS, the Borrower/Grantee has met or will meet prior to the first disbursement of any portion of the Loan/Grant Amount, the Conditions and readiness to proceed requirements established for the portion of the Loan/Grant Amount disbursed or caused to be disbursed by the Finance Authority and the Water Trust Board, including but not limited to the requirements of Executive Order 2013-006; and

WHEREAS, all required authorizations, consents and approvals in connection with (i) the use of the Loan/Grant Amount for the purposes described, and according to the restrictions set forth, in the Loan/Grant Agreement; (ii) the availability of other moneys necessary and sufficient, together with the Loan/Grant Amount, to complete the Project; and (iii) the authorization, execution and delivery of the Loan/Grant Agreement which are required to have been obtained by the date of this Ordinance, have been obtained or are reasonably expected to be obtained.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF LAS VEGAS, NEW MEXICO:

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

"Act" means the general laws of the State, particularly the Water Project Finance Act, NMSA 1978, §§ 72-4A-1 through 72-4A-10, as amended, and enactments of the Governing Body relating to the Loan/Grant Agreement, including this Ordinance, all as amended and supplemented.

"Additional Funding Amount" means the amount to be provided by the Borrower/Grantee which includes the total value of hard or of the soft match, which, in combination with the Loan/Grant Amount and other amounts available to the Borrower/Grantee, is sufficient to complete the Project. The Additional Funding Amount is $274,192.

"Administrative Fee" means an amount equal to one-quarter of one percent (0.25%) per annum of the unpaid principal balance of the Loan Amount, taking into account both payments made by the Borrower/Grantee and hardship waivers of payments granted to the Borrower/Grantee pursuant to Section 5.1(a)(iii) of the Loan/Grant Agreement.

"Authorized Officers" means any one or more of the Mayor, City Manager, Finance Director and City Clerk of the Borrower/Grantee.

"Board Rules" means Review and Eligibility of Proposed Water Projects, New Mexico Water Trust Board, 19.25.10 NMAC.

"Borrower/Grantee" means the City of Las Vegas in San Miguel County, New Mexico.

"Completion Date" means the date of final payment of the cost of the Project.

"Conditions" has the meaning given to that term in the Loan/Grant Agreement.

"Effective Date" or "Closing Date" means the date of execution the Loan/Grant Agreement, by the Borrower/Grantee, the Water Trust Board and the Finance Authority.

"Eligible Legal Cost" has the meaning given to that term in the Loan/Grant Agreement.

"Eligible Fiscal Agent Fees" has the meaning given to that term in the Loan/Grant Agreement.

"Expense Account" means the account established by the Finance Authority in accordance with this Ordinance and held by the Finance Authority to pay the Expenses incurred by the Lender/Grantor in connection with the Loan/Grant Agreement and the Loan/Grant.

"Expenses" means the costs of the Lender/Grantor of originating and administering the Loan/Grant, including Eligible Legal Costs and Eligible Fiscal Agent Fees to the extent allowed under the Act, the Board Rules and applicable policies of the Water Trust Board.

"Finance Authority" means the New Mexico Finance Authority.

"Generally Accepted Accounting Principles" means the officially established accounting principles applicable to the Borrower/Grantee consisting of the statements, determinations and other official pronouncements of the Government Accounting Standards Board, Financial Accounting Standards Board, Federal Accounting Standards Board or other principle-setting body acceptable to the Lender/Grantor establishing accounting principles applicable to the Borrower/Grantee.

"Governing Body" means the City Council of the Borrower/Grantee, or any future successor governing body of the Borrower/Grantee.

"Grant" or "Grant Amount" means the amount provided to the Borrower/Grantee as a grant pursuant to the Loan/Grant Agreement for the purpose of funding the Project, and equals $1,233,864.

"Gross Revenues" means all income and revenues directly or indirectly derived by the Borrower/Grantee from the operation and use of the System, or any part of the System, and includes, without limitation, all revenues received by the Borrower/Grantee, or any municipal corporation or agency succeeding to the rights of the Borrower/Grantee, from the System and from the sale and use of water services or facilities, or any other service, commodity or facility or any combination thereof furnished to the constituent public served by the Borrower/Grantee.

Gross Revenues do not include:

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

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

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

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

"Lender/Grantor" means the Finance Authority.

"Loan" or "Loan Amount" means the amount provided to the Borrower/Grantee as a loan pursuant to the Loan/Grant Agreement for the purpose of funding the Project, and equals $137,096.

"Loan/Grant" or "Loan/Grant Amount" means the combined amount partially provided to the Borrower/Grantee as the Grant Amount and partially borrowed by the Borrower/Grantee as the Loan Amount pursuant to the Loan/Grant Agreement for the purpose of funding the Project, and equals $1,370,960.

"Loan/Grant Agreement" means the Water Project Fund Loan/Grant Agreement entered into by and among the Borrower/Grantee, the Water Trust Board and the Finance Authority as authorized by this Ordinance.

"Net System Revenues" means the Gross Revenues of the water utility system owned and operated by the Borrower/Grantee minus Operation and Maintenance Expenses, indirect charges, amounts expended for capital replacement and repairs, required set asides for debt and

replacement requirements, and any other payments from the gross revenues reasonably required for operation of the water utility system.

"NMAC" means the New Mexico Administrative Code.

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

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

(a) Legal and overhead expenses of the Borrower/Grantee directly related and reasonably allocable to the administration of the System;

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

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

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

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

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

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

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

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

"Ordinance" means this Ordinance as it may be supplemented or amended from time to time.

"Pledged Revenues" means the Net System Revenues of the Borrower/Grantee pledged to the payment of the Loan Amount and Administrative Fee pursuant to this Ordinance and the Loan/Grant Agreement and described in the Term Sheet.

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

"Project Account" means the book account established by the Finance Authority in the name of the Borrower/Grantee for purposes of tracking expenditure of the Loan/Grant Amount by the Borrower/Grantee to pay for the costs of the Project, as shown in the Term Sheet, which account shall be kept separate and apart from all other accounts of the Finance Authority.

"Qualifying Water Project" means a water project for (i) storage, conveyance or delivery of water to end-users; (ii) implementation of the federal Endangered Species Act of 1973 collaborative programs; (iii) restoration and management of watersheds; (iv) flood prevention or (v) conservation, recycling, treatment or reuse of water as provided by law; and which has been approved by the state legislature pursuant to NMSA 1978, § 72-4A-9(B), as amended.

"State" means the State of New Mexico.

"System" means the water utility system of the Borrower/Grantee, owned and operated by the Borrower/Grantee, and of which the Project, when completed, will form part.

"Term Sheet" means Exhibit "A" attached to the Loan/Grant Agreement.

"Useful Life" means the structural and material design life of the Project, including planning and design features, which shall not be less than twenty (20) years as required by the Act and the Board Rules.

"Water Project Fund" means the fund of the same name created pursuant to NMSA 1978, § 72-4A-9, as amended, and held and administered by the Finance Authority.

"Water Trust Board" or "WTB" means the water trust board created and established pursuant to the Act.

Section 2. Ratification. All action heretofore taken (not inconsistent with the provisions of this Ordinance) by the Borrower/Grantee and officers of the Borrower/Grantee directed toward the acquisition and completion of the Project, the pledge of the Pledged Revenues to payment of amounts due under the Loan/Grant Agreement, and the execution and delivery of the Loan/Grant Agreement shall be, and the same hereby is, ratified, approved and confirmed.

Section 3. Authorization of the Project and the Loan/Grant Agreement. The acquisition and completion of the Project and the method of funding the Project through execution and delivery of the Loan/Grant Agreement are hereby authorized and ordered. The Project is for the benefit and use of the Borrower/Grantee and the public whom it serves.

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

A. The Project is needed to meet the needs of the Borrower/Grantee and the public whom it serves.

B. Moneys available and on hand for the Project from all sources other than the Loan/Grant are not sufficient to defray the cost of acquiring and completing the Project but, together with the Loan/Grant Amount, are sufficient to complete the Project.

C. The Project and the execution and delivery of the Loan/Grant Agreement pursuant to the Act to provide funds for the financing of the Project are necessary and in the interest of the public health, safety, and welfare of the constituent public served by the Borrower/Grantee.

D. The Borrower/Grantee will acquire and complete the Project with the proceeds of the Loan/Grant, the Additional Funding Amount and other amounts available to the Borrower/Grantee, and except as otherwise expressly provided by the Loan/Grant Agreement, will utilize, operate and maintain the Project for the duration of its Useful Life, which is not less than twenty (20) years, as required by NMSA 1978, § 72-4A-7(A)(1), as amended.

E. Together with the Loan/Grant Amount, and other amounts available to the Borrower/Grantee, the Additional Funding Amount is now available to the Borrower/Grantee, or is expected to become available to the Borrower/Grantee within six (6) months after the Closing Date, and, in combination with the Loan/Grant Amount, the Additional Funding Amount and other amounts available to the Borrower/Grantee, will be sufficient to complete the Project and pay Expenses.

F. The Lender/Grantor shall maintain on behalf of the Borrower/Grantee a separate Project Account as a book account only on behalf of the Borrower/Grantee and financial records in accordance with Generally Accepted Accounting Principles during the construction or implementation of the Project.

G. The Borrower/Grantee has or will acquire title to or easements or rights of way on the real property upon which the Project is being located.

Section 5. Loan/Grant Agreement—Authorization and Detail.

A. Authorization. This Ordinance has been adopted by the affirmative vote of at least three-fourths (3/4) majority of all of the members of the Governing Body. For the purpose of protecting the public health, conserving the property, and protecting the general welfare and prosperity of the constituent public served by the Borrower/Grantee and completing the Project, it is hereby declared necessary that the Borrower/Grantee execute and deliver the Loan/Grant Agreement evidencing the Borrower/Grantee's acceptance of the Grant Amount of $1,233,864 and borrowing the Loan Amount of $137,096 to be utilized solely for the purpose of completing the Project and paying Expenses, and solely in the manner and according to the

restrictions set forth in the Loan/Grant Agreement, the execution and delivery of which is hereby authorized. The Borrower/Grantee shall use the Loan/Grant Amount to finance the completion of the Project and to pay Expenses.

B. Detail. The Loan/Grant Agreement shall be in substantially the form of the Loan/Grant Agreement presented at the meeting of the Governing Body at which this Ordinance was adopted. The Grant shall be in the amount of $1,233,864 and the Loan shall be in the amount of $137,096. Interest on the Loan Amount shall be zero percent (0%) per annum of the unpaid principal balance of the Loan Amount, and the Administrative Fee shall be one-quarter of one percent (0.25%) per annum of the unpaid principal balance of the Loan Amount, taking into account both payments made by the Borrower/Grantee and hardship waivers of payments granted to the Borrower/Grantee.

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

Section 7. Security. The Loan Amount and Administrative Fee shall be solely secured by the pledge of the Pledged Revenues herein made and as set forth in the Loan/Grant Agreement.

Section 8. Disposition of Proceeds: Completion of the Project.

A. Project Account and Expense Account. The Borrower/Grantee hereby consents to creation of the Project Account and the Expense Account by the Finance Authority and further approves of the deposit or crediting of a portion of the Loan/Grant Amount in the Expense Account. Until the Completion Date, the amount of the Loan/Grant credited to the Project Account shall be used and paid out solely for the purpose of acquiring the Project in compliance with applicable law and the provisions of the Loan/Grant Agreement or to pay Expenses.

B. Completion of the Project. The Borrower/Grantee shall proceed to complete the Project with all due diligence. Upon the Completion Date, the Borrower/Grantee shall execute a certificate stating that completion of and payment for the Project has been completed. Following the Completion Date or the earlier expiration of the time allowed for disbursement of Loan/Grant funds as provided in the Loan/Grant Agreement, any balance remaining in the Project Account shall be transferred and deposited into the Water Project Fund or otherwise distributed as provided in the Loan/Grant Agreement.

C. Water Trust Board and Finance Authority Not Responsible. Borrower/Grantee shall apply the funds derived from the Loan/Grant Agreement as provided therein, and in particular Article VII of the Loan/Grant Agreement. Neither the Water Trust

Board nor the Finance Authority shall in any manner be responsible for the application or disposal by the Borrower/Grantee or by its officers of the funds derived from the Loan/Grant Agreement or of any other funds held by or made available to the Borrower/Grantee in connection with the Project. Lender/Grantor shall not be liable for the refusal or failure of any other agency of the State to transfer any portion of the Loan/Grant Amount in its possession, custody and control to the Finance Authority for disbursement to the Borrower/Grantee, or to honor any request for such transfer or disbursement of the Loan/Grant Amount.

Section 9. Payment of Loan Amount. Pursuant to the Loan/Grant Agreement, the Borrower/Grantee shall pay the Loan Amount and Administrative Fee directly from the Pledged Revenues to the Finance Authority as provided in the Loan/Grant Agreement in an amount sufficient to pay principal and other amounts due under the Loan/Grant Agreement and to cure any deficiencies in the payment of the Loan Amount or other amounts due under the Loan/Grant Agreement.

Section 10. Lien on Pledged Revenues. Pursuant to the Loan/Grant Agreement, the Loan/Grant Agreement constitutes an irrevocable lien (but not an exclusive lien) upon the Pledged Revenues to the extent of the Loan Amount and the Administrative Fee, which lien shall be subordinate to any lien on the Pledged Revenues existing on the Closing Date and, further, shall be subordinate to all other indebtedness secured or that may in the future be secured by the Pledged Revenues, except, however, that the lien shall be on parity with any other lien, present or future, for the repayment of any other loan provided to the Borrower/Grantee by the Lender/Grantor pursuant to the Act.

Section 11. Authorized Officers. Authorized Officers are hereby individually authorized and directed to execute and deliver any and all papers, instruments, opinions, affidavits and other documents and to do and cause to be done any and all acts and things necessary or proper for carrying out this Ordinance, the Loan/Grant Agreement and all other transactions contemplated hereby and thereby. Authorized Officers are hereby individually authorized to do all acts and things required of them by this Ordinance and the Loan/Grant Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Ordinance and the Loan/Grant Agreement including but not limited to, the execution and delivery of closing documents in connection with the execution and delivery of the Loan/Grant Agreement.

Section 12. Amendment of Ordinance. This Ordinance after its adoption may be amended without receipt by the Borrower/Grantee of any additional consideration, but only with the prior written consent of the Water Trust Board and the Finance Authority.

Section 13. Ordinance Irrepealable. After the Loan/Grant Agreement has been executed and delivered, this Ordinance shall be and remain irrepealable until all obligations due under the Loan/Grant Agreement shall be fully discharged, as herein provided.

Section 14. Severability Clause. If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or

unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

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

Section 16. Effective Date. Upon due adoption of this Ordinance, it shall be recorded in the book of the Borrower/Grantee kept for that purpose, authenticated by the signatures of the Mayor and City Clerk of the Borrower/Grantee, and this Ordinance shall be in full force and effect thereafter, in accordance with law; provided, however, that if recording is not required for the effectiveness of this Ordinance, this Ordinance shall be effective upon adoption of this Ordinance by the Governing Body.

Section 17. General Summary for Publication. Pursuant to the general laws of the State, the title and a general summary of the subject matter contained in this Ordinance shall be published in substantially the following form:

[*Form of Notice of Adoption of Resolution for Publication*]

CITY OF LAS VEGAS, NEW MEXICO
NOTICE OF ADOPTION OF ORDINANCE

Notice is hereby given of the title and of a general summary of the subject matter contained in Ordinance No. 16-01, duly adopted and approved by the City Council of the City of Las Vegas, New Mexico on September 21, 2016. A complete copy of the Ordinance is available for public inspection during normal and regular business hours in the office of the City Clerk, at 1700 North Grand Avenue, Las Vegas, New Mexico.

The title of the Ordinance is:

CITY OF LAS VEGAS, NEW MEXICO
ORDINANCE NO. 16-01

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A WATER PROJECT FUND LOAN/GRANT AGREEMENT AUTHORIZED BY THE NEW MEXICO WATER TRUST BOARD AND ENTERED INTO BY AND BETWEEN THE NEW MEXICO FINANCE AUTHORITY (THE "LENDER/GRANTOR") AND THE CITY OF LAS VEGAS (THE "BORROWER/GRANTEE"), IN THE TOTAL AMOUNT OF $1,370,960, EVIDENCING AN OBLIGATION OF THE BORROWER/GRANTEE TO UTILIZE THE LOAN/GRANT AMOUNT SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF CONSTRUCTION OF A RAW WATER CONVEYANCE FEED PIPELINE FROM PETERSON RESERVOIR TO BRADNER RESERVOIR, AND SOLELY IN THE MANNER DESCRIBED IN

THE LOAN/GRANT AGREEMENT; PLEDGING AND PROVIDING FOR PAYMENT OF THE LOAN AMOUNT AND AN ADMINISTRATIVE FEE SOLELY FROM NET SYSTEM REVENUES OF THE WATER FUND; CERTIFYING THAT THE LOAN/GRANT AMOUNT, TOGETHER WITH OTHER FUNDS AVAILABLE TO THE BORROWER/GRANTEE, IS SUFFICIENT TO COMPLETE THE PROJECT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN/GRANT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN/GRANT AGREEMENT.

A general summary of the subject matter of the Ordinance is contained in its title. This notice constitutes compliance with NMSA 1978, § 6-14-6, as amended.

[*End of Form of Notice of Adoption for Publication*]

[*Remainder of page intentionally left blank.*]

PASSED, APPROVED AND ADOPTED THIS 21st day of September, 2016.

CITY OF LAS VEGAS, SAN MIGUEL COUNTY,
NEW MEXICO

By_____
Tonita Gurule-Giron, Mayor

ATTEST:

_____
Casandra Fresquez, City Clerk

[*Remainder of page intentionally left blank.*]

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

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

Those Voting Aye:

_____

_____

_____

_____

_____

_____

_____

_____

Those Voting Nay:

_____

_____

_____

Those Absent:

_____

_____

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

After consideration of matters not relating to the Ordinance, the meeting upon motion duly made, seconded and carried, was adjourned.

CITY OF LAS VEGAS, SAN MIGUEL COUNTY,
NEW MEXICO

By_____
Tonita Gurule-Giron, Mayor

ATTEST:

_____
Casandra Fresquez, City Clerk

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

[*Remainder of page intentionally left blank.*]

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

I, Casandra Fresquez, the duly qualified and acting City Clerk of the City of Las Vegas (the "Borrower/Grantee"), do hereby certify:

1. The foregoing pages are a true, perfect, and complete copy of the record of the proceedings of the City Council of the Borrower/Grantee (the "Governing Body"), had and taken at a duly called regular meeting held at the 1700 North Grand Avenue, Las Vegas, New Mexico on September 21, 2016 at 6:00 p.m. insofar as the same relate to the adoption of Ordinance No. 16-01 and the execution and delivery of the proposed Loan/Grant Agreement, a copy of which is set forth in the official records of the proceedings of the Governing Body kept in my office. None of the action taken has been rescinded, repealed, or modified.

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

3. Notice of the meeting was given in compliance with the permitted methods of giving notice of meetings of the Governing Body as required by the State Open Meetings Act, NMSA 1978, § 10-15-1, as amended, including the Borrower/Grantee's open meetings Resolution No. 16-04, adopted and approved on January 20, 2016 in effect on the date of the meeting.

IN WITNESS WHEREOF, I have hereunto set my hand this 21st day of September, 2016.

CITY OF LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO

By_____
Casandra Fresquez, City Clerk

3894075.doc

EXHIBIT "A"

Notice of Meeting and Meeting Agenda

$1,370,960

WATER PROJECT FUND
LOAN/GRANT AGREEMENT

Dated

October 28, 2016

By and Between the

NEW MEXICO FINANCE AUTHORITY,
as Lender/Grantor,

and the

CITY OF LAS VEGAS,
San Miguel County, New Mexico,
as Borrower/Grantee.

WATER PROJECT FUND
LOAN/GRANT AGREEMENT

THIS LOAN/GRANT AGREEMENT (the "Agreement" or "Loan/Grant Agreement") dated October 28, 2016, is entered into by and between the NEW MEXICO FINANCE AUTHORITY (the "Finance Authority") (the "Lender/Grantor"), and the CITY OF LAS VEGAS in San Miguel County, New Mexico (the "Borrower/Grantee").

W I T N E S S E T H:

Capitalized terms used in the following preambles of this Agreement have the same meaning as defined in the preceding paragraph or in Article I of this Agreement unless the context requires otherwise.

WHEREAS, the Finance Authority is a public body politic and corporate, separate and apart from the State, constituting a governmental instrumentality, duly organized and created under and pursuant to the laws of the State, particularly NMSA 1978, §§ 6-21-1 through 6-21-31, as amended; and

WHEREAS, the Act provides that the Finance Authority may make loans and grants from the Water Project Fund to qualifying entities for Qualifying Water Projects; and

WHEREAS, pursuant to the Act, the Water Trust Board has established the Board Rules governing the terms and conditions of loans and grants made from the Water Project Fund, as set out in Review and Eligibility of Proposed Water Projects, New Mexico Water Trust Board, 19.25.10 NMAC, pursuant to the Board Rules for Qualifying Water Projects; and

WHEREAS, pursuant to the Board Rules, except as provided in the Policies, a qualifying entity is expected to receive some portion of its funding as a loan in order to maximize the potential for the return of funds to the Water Project Fund, thereby increasing the limited financial resources expected to be available in the Water Project Fund; and

WHEREAS, the Borrower/Grantee is a legally and regularly created, established, organized and existing municipality under the general laws of the State and is a qualifying entity under the Act and is qualified for financial assistance as determined by the Finance Authority and approved by the Water Trust Board pursuant to the Board Rules and the Policies; and

WHEREAS, the Borrower/Grantee has determined that it is in the best interests of the Borrower/Grantee and the public it serves that the Borrower/Grantee enter into this Agreement with the Lender/Grantor to borrow $137,096 from the Lender/Grantor and to accept a grant in the amount of $1,233,864 from the Lender/Grantor to finance the costs of the Project, this Project being more particularly described in the Term Sheet; and

WHEREAS, based upon the Finance Authority's evaluation of the Application of the Borrower/Grantee and dealing with the Project, the Finance Authority staff has recommended to the Water Trust Board that the Borrower/Grantee receive financial assistance in the form of the

Loan/Grant, and the Water Trust Board has authorized the Finance Authority to enter into and administer this Agreement; and

WHEREAS, the Borrower/Grantee is willing to pledge the Pledged Revenues to the payment of the Loan and Administrative Fee, with a lien on the Pledged Revenues subordinate to all other liens thereon present and future, except that the lien on the Pledged Revenues of any future loans from the Lender/Grantor to the Borrower/Grantee pursuant to the Water Project Finance Act or the Colonias Infrastructure Act, secured by the Pledged Revenues shall be on a parity with this Loan/Grant; and

WHEREAS, Chapter 88, being House Bill 578 of the 2015 Regular New Mexico Legislative Session, authorized the funding of the Project from the Water Project Fund; and

WHEREAS, the Water Trust Board has authorized the Finance Authority to enter into and administer this Agreement; and

WHEREAS, the Water Trust Board has determined that the Project is a Qualifying Water Project, and will directly enhance the health, safety, and welfare of the public served by the Borrower/Grantee; and

WHEREAS, the plans and specifications for the Project will be approved prior to the commencement of construction by the Finance Authority (or by the New Mexico Environment Department or other appropriate agency or entity on behalf of the Finance Authority, pursuant to an agreement between such agency or entity and the Finance Authority); and

WHEREAS, the execution and performance of this Agreement have been authorized, approved, and directed by all necessary and appropriate action of the Water Trust Board and the Finance Authority and their respective officers.

NOW, THEREFORE, in consideration of the premises and the mutual promises and covenants herein contained, the parties hereto agree:

ARTICLE I
DEFINITIONS

The capitalized terms defined in this Article I shall have the meanings assigned therein, unless the context clearly requires otherwise.

"Act" means the general laws of the State, particularly the Water Project Finance Act, NMSA 1978, §§ 72-4A-1 through 72-4A-10, as amended, NMSA 1978, and enactments of the Governing Body relating to the Loan/Grant Agreement, including the Ordinance, all as amended and supplemented.

"Additional Funding Amount" means the amount to be provided by the Borrower/Grantee which includes the total value of the Soft Match or Hard Match (each as defined in Section 2.5 of the Policies) which, in combination with the Loan/Grant Amount and

other moneys available to the Borrower/Grantee, is sufficient to complete the Project or to provide matching funds needed to complete the Project. The Additional Funding Amount is $274,192.

"Administrative Fee" means an amount equal to one-quarter of one percent (0.25%) per annum of the unpaid principal balance of the Loan Amount, taking into account both payments made by the Borrower/Grantee and hardship waivers of payments granted to the Borrower/Grantee pursuant to Section 5.1(a)(iii) of this Agreement.

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

"Application" means the New Mexico Water Trust Board Application for Financial Assistance of the Borrower/Grantee and pursuant to which the Borrower/Grantee requested funding for the Project.

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

"Board Rules" means Review and Eligibility of Proposed Water Projects, New Mexico Water Trust Board, 19.25.10 NMAC.

"Closing Date" means the date of execution of this Agreement by the Borrower/Grantee and the Finance Authority.

"Colonias Infrastructure Act" means NMSA 1978, §§ 6-30-1 through 6-30-8, as amended.

"Conditions" means the conditions to be satisfied prior either (1) to the submission of a request for payment by the Finance Authority to the State Board of Finance on behalf of the Borrower/Grantee, or (2) to disbursement of the Loan/Grant Amount, or any portion thereof, from the Water Project Fund, or which otherwise apply to the performance of this Agreement, including those set forth in the Term Sheet.

"Department of Finance and Administration" or "DFA" means the department of finance and administration of the State.

"Eligible Fiscal Agent Fees" means fees and costs incurred by a fiscal agent for the administration of Project funds, including the collection and reporting of Project information as required by this Agreement, in an amount not exceeding five (5) percent of the Loan/Grant Amount. The total amount of the combined Eligible Fiscal Agent Fees and Eligible Legal Fees may not exceed ten (10) percent of the total Water Project Fund Financial Assistance.

"Eligible Items" means eligible Project costs for which grants and loans may be made pursuant to NMSA 1978, § 72-4A-7(C), as amended, of the Act, the Board Rules and applicable Policies, and includes Expenses.

"Eligible Legal Costs" means legal fees and costs for services rendered by legal counsel on behalf of the Borrower/Grantee for transaction of the Project, in an amount not exceeding ten (10) percent of the Loan/Grant Amount, but does not include adjudication services. The total amount of the combined Eligible Fiscal Agent Fees and Eligible Legal Fees may not exceed ten (10) percent of the total Loan/Grant Amount.

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

"Expense Account" means the account established by the Finance Authority in accordance with the Ordinance and held by the Finance Authority to pay the Expenses incurred by the Lender/Grantor in connection with the Loan/Grant Agreement and the Loan/Grant.

"Expenses" means the costs of the Lender/Grantor of originating and administering the Loan/Grant, and includes Eligible Legal Costs and Eligible Fiscal Agent Fees to the extent allowed under the Act, the Board Rules, other applicable statutes and rules, and applicable Policies.

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

"Generally Accepted Accounting Principles" means the officially established accounting principles applicable to the Borrower/Grantee, consisting of the statements, determinations and other official pronouncements of the Government Accounting Standards Board, Financial Accounting Standards Board, Federal Accounting Standards Board, or other principle-setting body acceptable to the Lender/Grantor, establishing accounting principles applicable to the Borrower/Grantee.

"Governing Body" means the City Council of the Borrower/Grantee, or any future successor governing body of the Borrower/Grantee.

"Grant" or "Grant Amount" means the amount provided to the Borrower/Grantee as a grant pursuant to this Agreement for the purpose of funding the Project and equals $1,233,864.

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

Gross Revenues do not include:

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

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

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

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

"Interest Component" means the portion of each Loan Payment paid as interest on this Loan/Grant Agreement, if any, as shown on Exhibit "C" hereto.

"Lender/Grantor" means the Finance Authority.

"Loan" or "Loan Amount" means the amount provided to the Borrower/Grantee as a loan pursuant to this Agreement for the purpose of funding the Project and equals $137,096.

"Loan/Grant" or "Loan/Grant Amount" means the combined amount partially provided to the Borrower/Grantee as the Grant Amount and partially borrowed by the Borrower/Grantee as the Loan Amount pursuant to this Agreement for the purpose of funding the Project and equals $1,370,960.

"Loan Payments" means, collectively, the Principal Component and the Interest Component, if any, to be paid by the Borrower/Grantee as payment of this Loan/Grant Agreement as shown on Exhibit "C" hereto.

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

"NMAC" means the New Mexico Administrative Code.

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

"Operation and Maintenance Expenses" means all reasonable and necessary current expenses of the System, for any particular Fiscal Year or period to which such term is applicable,

paid or accrued, related to operating, maintaining and repairing the System, including, without limiting the generality of the foregoing:

(a) Legal and overhead expenses of the Borrower/Grantee directly related and reasonably allocable to the administration of the System;

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

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

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

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

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

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

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

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

"Ordinance" means the Borrower/Grantee's Ordinance No. 16-01, adopted September 21, 2016, authorizing the acceptance of the Loan/Grant and the execution of this Agreement.

"Pledged Revenues" means the Net System Revenues of the Borrower/Grantee pledged to the payment of the Loan Amount and Administrative Fees pursuant to the Ordinance and this Loan/Grant Agreement and described in the Term Sheet.

"Policies" means the Water Trust Board Water Project Fund Project Management Policies approved by the Water Trust Board and the Finance Authority, as amended and supplemented from time to time.

"Principal Component" means the portion of each Loan Payment paid as principal on this Loan/Grant Agreement as shown on Exhibit "C" hereto.

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

"Project Account" means the book account established by the Finance Authority in the name of the Borrower/Grantee for purposes of tracking expenditure of the Loan/Grant Amount by the Borrower/Grantee to pay for the costs of the Project, as shown in the Term Sheet, which account shall be kept separate and apart from all other accounts of the Finance Authority.

"Qualifying Water Project" means a water project for (i) storage, conveyance or delivery of water to end-users; (ii) implementation of the federal Endangered Species Act of 1973 collaborative programs; (iii) restoration and management of watersheds; (iv) flood prevention or (v) conservation, recycling, treatment or reuse of water as provided by law; and which has been approved by the state legislature pursuant to NMSA 1978, § 72-4A-9(B), as amended.

"State" means the State of New Mexico.

"State Board of Finance" means the State board of finance created pursuant to NMSA 1978, §§ 6-1-1 through 6-1-13, as amended.

"System" means the water utility system of the Borrower/Grantee, owned and operated by the Borrower/Grantee, and of which the Project, when completed, will form part.

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

"Useful Life" means the structural and material design life of the Project including planning and design features, which shall not be less than twenty (20) years as required by the Act and the Board Rules.

"Water Project Fund" means the fund of the same name created pursuant to the Act and held and administered by the Finance Authority.

"Water Trust Board" or "WTB" means the water trust board created and established pursuant to the Act.

ARTICLE II
REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.1 Representations, Covenants and Warranties of the Borrower/Grantee: The Borrower/Grantee represents, covenants and warrants as follows:

(a) Binding Nature of Covenants; Enforceability. All covenants, stipulations, obligations, and agreements of the Borrower/Grantee contained in this Loan/Grant Agreement shall be deemed to be the covenants, stipulations, obligations, and agreements of the Borrower/Grantee to the full extent authorized or permitted by law, and such covenants,

stipulations, obligations, and agreements shall be binding upon the Borrower/Grantee and its successors and enforceable in accordance with their terms, and upon any board or body to which any powers or duties affecting such covenants, stipulations, obligations, and agreements shall be transferred by or in accordance with law. Except as otherwise provided in this Agreement, all rights, powers, and privileges conferred and duties and liabilities imposed upon the Borrower/Grantee by the provisions of this Agreement and the Ordinance shall be exercised or performed by the Borrower/Grantee or by such members, officers, or officials of the Borrower/Grantee as may be required by law to exercise such powers and to perform such duties.

(b) Authorization of Agreement. The Borrower/Grantee is a qualifying entity as defined in the Act and the Board Rules. Pursuant to the laws of the State and in particular, the laws governing its creation and existence, as amended and supplemented from time to time, the Borrower/Grantee is authorized to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. The Borrower/Grantee has duly authorized and approved its acceptance of the Loan/Grant and the execution and delivery of this Agreement and the other documents related to the transaction described in this Agreement.

(c) Nature and Use of Agreement Proceeds. The Borrower/Grantee acknowledges that the distribution of the Loan/Grant Amount shall be deemed to be a distribution to the Borrower/Grantee first of the Loan Amount and then, once an amount equal to the Loan Amount has been distributed, of the Grant Amount. The Borrower/Grantee shall apply the proceeds of the Loan/Grant solely to Eligible Items that will facilitate the completion of the Project as well as the payment of the Expenses, and shall not use the Loan/Grant proceeds for any other purpose. The Loan/Grant Amount, together with the Additional Funding Amount and other moneys reasonably expected to be available to the Borrower/Grantee, is sufficient to complete the Project in its entirety and to pay the Expenses.

(d) Payment of Loan Amount. The Borrower/Grantee shall promptly pay the Loan Amount and Administrative Fee as provided in this Agreement. The Loan and Administrative Fee shall be payable solely from Pledged Revenues and nothing in this Agreement shall be construed as obligating the Borrower/Grantee to make the Loan Payments and to pay the Administrative Fee from any general or other fund of the Borrower/Grantee other than the Pledged Revenues; however, nothing in this Agreement shall be construed as prohibiting the Borrower/Grantee, in its sole and absolute discretion, from making such payments from any moneys which may be lawfully used, and which are legally available, for that purpose.

(e) Scope of Project; Completion of Project; Compliance with Laws. The Project is for storage, conveyance or delivery of water for end users. The Loan/Grant Amount will be used only for Eligible Items necessary to complete the Project. In particular, the Project will consist of construction to install a 36-inch diameter raw water conveyance pipeline from the Peterson Reservoir to the Bradner reservoir for the Borrower/Grantee, and shall include such other related work and revisions necessary to complete the Project. The Project is more particularly described in the Term Sheet. The Project will be completed with all practical dispatch and will be completed, operated and maintained so as to comply with all applicable federal, state and local laws, ordinances, resolutions and regulations and all current and future

orders of all courts having jurisdiction over the Borrower/Grantee relating to the acquisition, operation, maintenance and completion of the Project and to the use of the Loan/Grant proceeds.

(f) Necessity of Project. The completion and operation of the Project under the terms and Conditions provided in this Agreement are necessary, convenient, and in furtherance of the governmental purposes of the Borrower/Grantee and are in the best interest of the Borrower/Grantee and the public it serves.

(g) Agreement Term Not Less than Useful Life. The Agreement Term is not less than the Useful Life of the Project, which is not less than twenty (20) years, as required by NMSA 1978, § 72-4A-7, as amended, of the Act.

(h) Amount of Agreement. The sum of the Grant Amount, the Loan Amount, and the Additional Funding Amount (and as set forth on the Term Sheet) does not exceed the cost of the Project and the Expenses.

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

(j) Irrevocability of Enactments. While this Agreement remains outstanding, any ordinance, resolution or other enactment of the Governing Body accepting the terms hereof, pledging the Pledged Revenues, or in any way relating to the Loan/Grant or this Agreement, including the Ordinance, shall be irrevocable until the Project has been fully acquired and completed, and the Loan Amount, including all principal and interest has been repaid, or provision made for payment thereof, and shall not be subject to amendment or modification in any manner which would result in any use of the proceeds of this Agreement in a manner not permitted or contemplated by the terms hereof. The Borrower/Grantee shall not impair the rights of the Finance Authority or of any holders of bonds or other obligations payable from the Pledged Revenues while this Agreement is outstanding.

(k) No Litigation. To the knowledge of the Borrower/Grantee, no litigation or proceeding is pending or threatened against the Borrower/Grantee or any other person affecting the right of the Borrower/Grantee to execute this Agreement or to comply with its obligations hereunder. Neither the execution of this Agreement by the Borrower/Grantee nor compliance by the Borrower/Grantee with the obligations hereunder requires the approval of any regulatory body, or any other entity, which approval has not been obtained or which is not reasonably expected to be obtained.

(l) No Event of Default. No event has occurred and no condition exists which, upon the execution and delivery of this Agreement, would constitute an Event of Default on the part of the Borrower/Grantee hereunder.

(m) Expected Coverage Ratio. The Pledged Revenues from the Fiscal Year in which the Closing Date occurs are reasonably expected to equal or exceed and, on an ongoing basis during each Fiscal year during the Agreement Term are reasonably expected to equal or exceed, one hundred percent (100%) of the maximum annual principal and interest due on all outstanding obligations of the Borrower/Grantee payable from the Pledged Revenues.

(n) Financial Capability; Budgeting of Pledged Revenues; Approval by Department of Finance and Administration. The Borrower/Grantee meets and will meet during the Agreement Term the requirements of financial capability set by the Water Trust Board and the Finance Authority. The Pledged Revenues will be sufficient to make the Loan Payments, as and when due. The Borrower/Grantee will adequately budget for the Loan Payments and other amounts payable by the Borrower/Grantee under this Agreement and will submit such budget on an annual basis to the Department of Finance and Administration for review and verification of compliance with this requirement.

(o) Rate Covenant. The Borrower/Grantee covenants that it will at all times fix, charge and collect such rates and charges as shall be required in order that in each Fiscal year in which the Loan is outstanding the Gross Revenues shall at least equal the Operation and Maintenance Expenses of the System for the Fiscal year, plus one hundred percent (100%) of the maximum annual principal and interest payments due on all outstanding obligations payable from the Pledged Revenues.

(p) Borrower/Grantee's Existence. The Borrower/Grantee will maintain its legal identity and existence so long as this Agreement remains outstanding unless another political subdivision, State agency or other entity by operation of law succeeds to the liabilities, rights and duties of the Borrower/Grantee under this Agreement without adversely affecting to any substantial degree the privileges and rights of the Lender/Grantor.

(q) Use of Project; Continuing Covenant. During the Agreement Term, the Borrower/Grantee will at all times use the Project for the benefit of the Borrower/Grantee and the public it serves. The Borrower/Grantee shall not sell, lease, mortgage, pledge, relocate or otherwise dispose of or transfer the Project, or any part of the Project during the Useful Life of the System, or any part of the System during the Agreement Term; provided, however, that if the Project is a joint project of the Borrower/Grantee and other qualifying entities (as defined by the Act), the Borrower/Grantee and the other qualifying entities may, with the express written approval of the Lender/Grantor and not otherwise, enter into an agreement allocating ownership and operational and maintenance responsibilities for the Project during its Useful Life. Any, such agreement shall provide that the Lender/Grantor shall have the power to enforce the terms of this Agreement, without qualification, as to each and every qualifying entity (as defined by the Act) owning or operating any portion of the Project during its Useful Life. If any portion of the Project will be constructed, located, completed or extended on real property owned by a qualifying entity (as defined by the Act) other than the Borrower/Grantee, the Borrower/Grantee

shall, prior to any use of the Loan/Grant funds for the Project on such real property, obtain the written agreement of such other qualifying entity to abide by these restrictions with respect to such real property (and the portion of the Project to be constructed, located, completed or extended on such real property), which written agreement shall include an express statement by such other qualifying entity that the Lender/Grantor is a third party beneficiary of such written agreement. The Borrower/Grantee will operate and maintain the Project, so that it will function properly over its Useful Life. The provisions of this Section shall remain effective and enforceable by the Lender/Grantor for the duration of the Useful Life of the Project.

(r) Title and Rights of Way. The Borrower/Grantee has or, prior to commencing construction, shall obtain title to, easements, rights of way or use permits on the real property upon which the Project is being constructed, located, completed or extended, and if any portion of the Project will be constructed, located, completed or extended on real property owned by a qualifying entity (as defined by the Act) other than the Borrower/Grantee, such other qualifying entity has title to such real property. As required by NMSA 1978, § 72-4A-7(A)(3), as amended, of the Act and the Board Rules as a Condition to any disbursement of the Loan/Grant Amount for Project construction, the Borrower/Grantee shall provide written assurance signed by an attorney or provide a title insurance policy ensuring that the Borrower/Grantee has proper title to, easements, rights of way or use permits on the real property upon or through which the Project is to be constructed, located, completed or extended. If any portion of the Project will be constructed, located, completed or extended on real property owned by a qualifying entity (as defined by the Act) other than the Borrower/Grantee, the Borrower/Grantee shall provide written assurance signed by an attorney or provide a title insurance policy ensuring that such other qualifying entity has proper title to such real property.

(s) Additional Funding Amount. Together with the Loan/Grant Amount and other amounts available to the Borrower/Grantee, the Additional Funding Amount is now available to the Borrower/Grantee, or will become available to the Borrower/Grantee within six (6) months after the Closing Date, and in combination with the Loan/Grant Amount, will be sufficient to complete the Project. If any other additional expenses are incurred, the Borrower/Grantee shall be responsible for payment of such expenses.

(t) Audit Requirement. During the Agreement Term the Borrower/Grantee shall comply with the requirements of the State Audit Act, NMSA 1978, §§ 12-6-1 through 12-6-14, as amended. Upon request by the Finance Authority, the Borrower/Grantee shall provide the requesting party a copy of any audit prepared pursuant to the State Audit Act.

(u) Conservation Plan. The Borrower/Grantee has submitted a water conservation plan or one is on file with the State engineer, as required by NMSA 1978, § 72-4A-7, as amended.

(v) Efficient Operation. The Borrower/Grantee will operate the System for the Agreement Term, will maintain the System in efficient operating condition and make such improvements, extensions, enlargements, repairs and betterments to the System as may be necessary or advisable for its economical and efficient operation at all times and sufficient to supply reasonable demands for System services.

(w) Records. During the Agreement Term, proper books of record and account will be kept by the Borrower/Grantee in accordance with Generally Accepted Accounting Principles, separate from all other records and accounts, showing complete and correct entries of all transactions relating to the System. Such books shall include, but not necessarily be limited to, monthly records showing: (i) the number of customers for the water system; (ii) the revenues separately received from charges by classes of customers, including but not necessarily limited to classification by facilities; and (iii) a detailed statement of the expenses of the System.

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

(y) Competent Management. The Borrower/Grantee shall employ or contract for experienced and competent personnel to manage the System.

(z) Executive Order 2013-006 Requirements. The Borrower/Grantee has met the requirements of Executive Order 2013-006 and it has met or will meet prior to the first disbursement of any portion of the Loan/Grant Amount, the Conditions and the readiness to proceed requirements established for the Loan/Grant by the Finance Authority and the Water Trust Board.

Section 2.2 Representations, Covenants, Warranties and Findings of the Finance Authority. The Finance Authority represents, covenants and warrants for the benefit of the Borrower/Grantee as follows:

(a) Authority of Finance Authority. The Finance Authority has all necessary power and authority to enter into and perform and observe the covenants and agreements on its part contained in this Agreement and, by proper action, has duly authorized the execution and delivery of this Agreement.

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

ARTICLE III
AGREEMENT TERM

The Agreement Term shall commence on the Closing Date and shall terminate at the end of the Useful Life of the Project, which in no event shall be less than twenty (20) years, as required by NMSA 1978, § 72-4A-7, as amended, of the Act.

ARTICLE IV
LOAN/GRANT AMOUNT DISBURSEMENT CONDITIONS

Section 4.1 Conditions Precedent to Disbursement of Loan/Grant. Prior to either (1) the submission of any request for payment by the Finance Authority to the State Board of Finance on behalf of the Borrower/Grantee for payment of any requisition of the Loan/Grant Amount or any portion thereof, or (2) the disbursement of the Loan/Grant Amount or any portion thereof by the Finance Authority from the Water Project Fund, the following Conditions and readiness to proceed items shall be satisfied:

(a) The Finance Authority, on behalf of the Water Trust Board, shall have determined that the Borrower/Grantee has met the Conditions and readiness to proceed requirements established for the Loan/Grant by the Finance Authority and the Water Trust Board including any Conditions set out in the Term Sheet; and

(b) The Borrower/Grantee shall have provided written assurance addressed to the Finance Authority and signed by an attorney (or shall have provided a title insurance policy) that the Borrower/Grantee has proper title to or easements, rights of way, or permits on the real property upon or through which the Project is to be constructed, located, completed or extended; and

(c) If any portion of the Project will be constructed, located, completed or extended on real property owned by a qualifying entity (as defined by the Act) other than the Borrower/Grantee, the Borrower/Grantee shall have provided written assurance addressed to the Finance Authority and signed by an attorney (or shall have provided a title insurance policy) that such other qualifying entity has proper title to such real property; and

(d) Prior to the disbursement of any portion of the Loan/Grant Amount for purposes of construction of the Project, the plans and specifications funded with the proceeds of this Agreement will be approved on behalf of the Finance Authority as required by NMSA 1978, § 72-4A-7(B), as amended, by the New Mexico Environment Department, and the Borrower/Grantee shall have provided written evidence of such approval to the Finance Authority; and

(e) Except as otherwise expressly provided in the Conditions, the Borrower/Grantee shall have certified to the Lender/Grantor that the Additional Funding Amount is available for the Project, and, in addition, shall have provided additional evidence reasonably acceptable to the Lender/Grantor of the availability of the Additional Funding Amount; and

(f) The Borrower/Grantee shall be in compliance with the provisions of this Agreement.

Section 4.2 Determination of Eligibility Is Condition Precedent to Disbursement. No request for payment shall be made to the State Board of Finance by the Finance Authority on behalf of the Borrower/Grantee, nor shall any disbursement be made from the Water Project Fund, for any requisition of any portion of the Loan/Grant Amount, except upon a determination

by the Finance Authority in its sole and absolute discretion that such disbursement is for payment of Eligible Items, and that the request for payment or disbursement does not exceed any limitation upon the amount payable for any Eligible Item pursuant to the Act, the Board Rules, and the Policies governing the Water Project Fund. The Finance Authority, as a condition precedent to submitting any request for payment to the State Board of Finance or making any requested disbursement from the Water Project Fund, may require submittal of such documentation as the Finance Authority deems necessary, in its sole and absolute discretion, for a determination whether any requested disbursement is for payment of Eligible Items and is fully consistent with the Act, the Board Rules, and the Policies, as applicable.

ARTICLE V
LOAN TO THE BORROWER/GRANTEE; GRANT TO THE BORROWER/GRANTEE; APPLICATION OF MONEYS

Section 5.1 Loan and Grant to the Borrower/Grantee.

(a) Loan to the Borrower/Grantee. The Lender/Grantor hereby lends to the Borrower/Grantee and the Borrower/Grantee hereby borrows from and agrees to pay to the order of the Lender/Grantor, without interest, an amount equal to the Loan Amount, with the principal amount of the Loan Amount being payable as provided by Article VI and Exhibit "C" of this Agreement.

(i) Subordinate Nature of Loan Amount and Administrative Fee Obligation. The obligation of the Borrower/Grantee to make the Loan Payments and to pay the Administrative Fee shall be subordinate to all other indebtedness secured by the Pledged Revenues existing on the Closing Date and, further, that may in the future be secured by the Pledged Revenues; except, however, that the obligation of the Borrower/Grantee to make the Loan Payments and to pay the Administrative Fee shall be on parity with any other obligation, present or future, of the Borrower/Grantee to repay a loan provided by the Lender/Grantor pursuant to the Act or the Colonias Infrastructure Act.

(ii) Administrative Fee. The Borrower/Grantee shall, on an annual basis beginning June 1, 2017, pay to the Lender/Grantor an administrative fee equal to one-quarter of one percent (0.25%) per annum of the unpaid principal balance of the Loan Amount, taking into account both payments made by the Borrower/Grantee and hardship waivers of payments granted to the Borrower/Grantee as provided by this Agreement. Any such Administrative Fee payment shall be due irrespective of whether or not a hardship waiver of payment is granted to the Borrower/Grantee for the principal payment otherwise due on June 1 of the applicable year or any other year.

(iii) Hardship Waivers of Payment. Each year while any portion of the Loan Amount remains outstanding, no later than April 1 of each such year, the Borrower/Grantee may apply in writing to the Finance Authority for a determination of whether the annual principal payment on the Loan Amount otherwise due on the upcoming June 1 of such year should be forgiven because such payment would cause undue hardship for the Borrower/Grantee or the public it serves. Although such determination shall be made by the Department of Finance

and Administration, the Borrower/Grantee shall submit such application to DFA through the Finance Authority for determination by DFA and shall submit with such application sufficient documentation of the existence of such undue hardship as is reasonably required by DFA (as determined by the Finance Authority and DFA) to make such determination, and the Borrower/Grantee shall promptly respond to additional requests for information from DFA or the Finance Authority. Such application shall be executed by the Authorized Officers of the Borrower/Grantee. For purposes of this Agreement and that determination, an "undue hardship" shall be deemed to exist if DFA determines that the Borrower/Grantee demonstrates economic need and the inability to pay on a timely basis such annual principal payment on the Loan Amount. The Finance Authority shall cause the DFA to make such determination no later than May 15 of the applicable year, and the Finance Authority shall promptly communicate to the Borrower/Grantee in writing the results of such determination. Upon receipt of written notice of such determination, either the principal payment otherwise due on June 1 of such year shall be forgiven (in the event of a determination of undue hardship) or such principal payment shall remain outstanding and due and payable on such date (in the event no undue hardship is determined to exist).

(b) Grant to the Borrower/Grantee. The Lender/Grantor hereby grants to the Borrower/Grantee and the Borrower/Grantee hereby accepts from the Lender/Grantor an amount equal to the Grant Amount.

(c) Project Account. The Finance Authority shall establish and maintain the Project Account as a book account only, on behalf of the Borrower/Grantee, which account shall be kept separate and apart from all other accounts of the Finance Authority. The Borrower/Grantee hereby acknowledges and consents to the establishment and maintenance of the Project Account and pledges to the Lender/Grantor all its rights, title and interest in the Loan/Grant Amount including the Project Account, for the purpose of securing the Borrower/Grantee's obligations under this Agreement. The Loan/Grant Amount shall be disbursed as provided in Section 7.2 hereof.

(d) Constitutional and Statutory Debt Limitations. No provision of this Agreement shall be construed or interpreted as creating a general obligation or other indebtedness of the Water Trust Board, the Finance Authority, the State or the Borrower/Grantee within the meaning of any constitutional or statutory debt limitation.

Section 5.2 Application of Loan/Grant Amount. Following the determination by the Finance Authority in its sole and absolute discretion that the Conditions to the disbursement of the Loan/Grant Amount have been satisfied, the Finance Authority shall:

(a) transfer from monies available for that purpose to pay the Expenses of the Lender/Grantor, as shown on the Term Sheet, the amount requested or disbursed from each fund being in the sole discretion of the Finance Authority; and

(b) make an entry in its accounts, and in particular in the Project Account, reflecting the proceeds of the Loan/Grant Amount requested from the State Board of Finance or made available for disbursement from the Water Project Fund to the Borrower/Grantee at its

request, and as needed by it to acquire and complete the Project, as provided in Section 7.2 of this Agreement.

Section 5.3 Investment of Borrower/Grantee's Accounts. Money on deposit in the Borrower/Grantee's accounts created hereunder and held by the Finance Authority may be invested by the Finance Authority for the credit of the Water Project Fund.

ARTICLE VI
LOAN PAYMENTS BY THE BORROWER/GRANTEE

Section 6.1 Payment Obligations Limited to Pledged Revenues; Pledge of the Pledged Revenues. The Borrower/Grantee promises to make the Loan Payments and to pay the Administrative Fees and other amounts owed by the Borrower/Grantee as herein provided. The Borrower/Grantee does hereby pledge and grant a lien on and a security interest in and conveys, assigns and pledges unto the Finance Authority and unto its successors in trust forever all right, title and interest of the Borrower/Grantee in and to (i) the Pledged Revenues to the extent required to make the Loan Payments, and to pay the Administrative Fees and other amounts owed by the Borrower/Grantee as herein provided, subject to and subordinate to all other pledges of the Pledged Revenues existing on the Closing Date and, further, that may exist in the future (except only that the pledge of the Pledged Revenues herein shall be on a parity with any other pledge of the Pledged Revenues by the Borrower/Grantee to repay any obligations issued by the Lender/Grantor pursuant to the Act or the Colonias Infrastructure Act), and (ii) all other rights hereinafter granted, for securing of the Borrower/Grantee's obligations under this Agreement, including payment of the Loan Amount, Administrative Fees and other amounts owed by the Borrower/Grantee as herein provided, provided, however that if the Borrower/Grantee, its successors or assigns, shall well and truly pay, or cause to be paid the Loan Amount at the time and in the manner contemplated by this Agreement, according to the true intent and meaning hereof, the Administrative Fees and all other amounts due or to become due under this Agreement in accordance with its terms and provisions then, upon such final payment or provision for payment by the Borrower/Grantee, the provisions of this Agreement and the rights created thereby with respect to the Loan Amount shall terminate and the Lender/Grantor shall give a written release or such other confirmation as may be necessary to remove any encumbrances upon the Pledged Revenues; otherwise, such provisions of this Agreement shall remain in full force and effect.

The pledge of the Pledged Revenues, the security interest in and the lien thereon shall be effective upon the Closing Date. The Borrower/Grantee, the Finance Authority, and the Water Trust Board acknowledge and agree that the obligations of the Borrower/Grantee hereunder are limited to the Pledged Revenues; and that this Agreement with respect to the Loan Amount, the Administrative Fees and other amounts owed by the Borrower/Grantee as herein provided shall constitute a special, limited obligation of the Borrower/Grantee. No provision of this Agreement shall be construed or interpreted as creating a general obligation or other indebtedness of the Borrower/Grantee within the meaning of any constitutional or statutory debt limitation. No provision of this Agreement shall be construed to pledge or to create a lien on or security interest in any class or source of Borrower/Grantee's moneys other than the Pledged Revenues, nor shall any provision of this Agreement restrict the future issuance of any bonds or obligations payable

from any class or source of Borrower/Grantee's moneys including the Pledged Revenues. In addition, the Pledged Revenues not required to meet the obligation of the Borrower/Grantee under this Agreement may be utilized by the Borrower/Grantee for any other purposes permitted by law.

Section 6.2 Deposit of Payments of Loan Amount to Water Project Fund. All Loan Payments made by the Borrower/Grantee to the Finance Authority to repay the Loan Amount and interest thereon, if any, shall be deposited into the Water Project Fund.

Section 6.3 Manner of Payment. The Loan Amount shall be payable by the Borrower/Grantee to the Lender/Grantor in annual installments of principal payable on June 1 beginning in the year 2017 and continuing through the year 2036 as set forth more fully in Exhibit "C" to this Agreement. All payments of the Borrower/Grantee hereunder shall be paid in lawful money of the United States of America to the Finance Authority at the address designated in Section 11.1 of this Agreement. The obligation of the Borrower/Grantee to make payments hereunder, from and to the extent of the available Pledged Revenues, shall be absolute and unconditional in all events, except as expressly provided hereunder, and payment hereunder shall not be abated through accident or unforeseen circumstances. Notwithstanding any dispute between the Borrower/Grantee and the Finance Authority, any vendor or any other person, the Borrower/Grantee shall make all deposits hereunder, from and to the extent of the available Pledged Revenues, when due and shall not withhold any deposit hereunder pending final resolution of such dispute, nor shall the Borrower/Grantee assert any right of set-off or counterclaim against its obligation to make such deposits required hereunder.

Section 6.4 Borrower/Grantee May Budget for Payments. Subject to Section 2.1(n) hereof, the Borrower/Grantee may, in its sole discretion, but without obligation and subject to the Constitution of the State, governing laws, and its budgetary requirements, make available properly budgeted and legally available funds to make the Loan Payments and other amounts owed by the Borrower/Grantee hereunder; provided, however, the Borrower/Grantee has not covenanted and cannot covenant to make such funds available and has not pledged any of such funds for such purpose.

Section 6.5 No Penalty for Prepayment of the Loan Amount. The Loan Amount shall be pre-payable by the Borrower/Grantee at anytime, without penalty.

Section 6.6 Lender/Grantor's Release of Lien and Further Assurances. Upon payment in full of the Loan Amount, Administrative Fees and other amounts owed by the Borrower/Grantee as herein provided in this Agreement and upon written request from the Borrower/Grantee the Lender/Grantor agrees to execute a release of lien and to give such further assurances as are reasonably necessary to ensure that the Lender/Grantor no longer holds or maintains any lien or claim against the Pledged Revenues.

ARTICLE VII
THE PROJECT

Section 7.1 Agreement to Acquire, Complete and Maintain the Project.

(a) The Borrower/Grantee hereby agrees that in order to effectuate the purposes of this Agreement and to acquire and complete the Project it shall take such steps as are necessary and appropriate to acquire, complete, and maintain the Project lawfully and efficiently. The Project shall be constructed and completed substantially in accordance with the approved plans and specifications, and shall fully incorporate the available technologies and operational design for water use efficiency described in the approved plans and specifications. No Loan/Grant funds shall be used for items not constituting Eligible Items.

(b) As provided by NMSA 1978, § 72-4A-7(A)(1), as amended, of the Act, the Borrower/Grantee shall operate and maintain the Project in good condition and repair at all times during the Useful Life of the Project, which shall in no event be less than twenty (20) years, so that the Project will function properly over the Useful Life of the Project; provided, that if any portion of the Project will be constructed, located, completed, installed or extended on real property owned by a qualifying entity (as defined by the Act) other than the Borrower/Grantee, the Borrower/Grantee may, prior to any use of the Loan/Grant funds for the Project on such real property, obtain the written agreement of such other qualifying entity to perform these obligations with respect to such real property (and the portion of the Project to be constructed, located, completed or extended on such real property), which written agreement shall be subject to approval by the Lender/Grantor and shall include an express statement by such other qualifying entity that the Lender/Grantor is a third party beneficiary of such written agreement.

Section 7.2 Accounting for Amounts Credited to the Project Account. So long as no Event of Default shall occur and provided that all Conditions to the disbursement of the Loan/Grant Amount have been satisfied (including approval of the plans and specifications), upon receipt by the Finance Authority of a requisition substantially in the form of Exhibit "B" attached hereto signed by an Authorized Officer of the Borrower/Grantee, supported by certification by the Borrower/Grantee's project architect, engineer, or such other authorized representative of the Borrower/Grantee that the amount of the disbursement request represents the progress of design, construction, acquisition or other Project-related activities accomplished as of the date of the disbursement request, the Finance Authority shall, in its sole and absolute discretion: (1) submit a request for payment to the State Board of Finance for payment; and/or (2) disburse from the Water Project Fund, amounts which together are sufficient to pay the requisition in full. The Finance Authority shall make the appropriate entry in the Project Account reflecting the amount of the payment. The certification provided pursuant to this Section 7.2 in support of the requisition must be acceptable in form and substance to the Finance Authority and, at its request, the Water Trust Board. The Borrower/Grantee shall provide such records or access to the Project as the Finance Authority, and, at its request, the Water Trust Board, in the discretion of each, may request in connection with the approval of the Borrower/Grantee's requisition requests made hereunder.

Section 7.3 No Disbursement for Prior Expenditures Except upon Approval. No request for payment shall be made to the State Board of Finance, and no disbursement shall be made from the Water Project Fund, of the Loan/Grant Amount, or any portion thereof, without the approval of the Finance Authority and, at its request, the Water Trust Board, to reimburse any expenditure made prior to the Closing Date.

Section 7.4 Borrower/Grantee Reporting to Lender/Grantor. During the construction of the Project, the Borrower/Grantee shall provide the Lender/Grantor with a quarterly written report executed by an Authorized Officer of the Borrower/Grantee, in the form attached as Exhibit "D" hereto or in another form reasonably acceptable to the Lender/Grantor, describing the status of the Project as of the report date, uses of Loan/Grant funds during the quarterly period ending on the report date, and requests for distributions of Loan/Grant funds anticipated to occur during the quarterly period immediately following the report date. The first quarterly report shall be due on the next March 31, June 30, September 30, or December 31 falling 1 month or more after Closing Date, and subsequent reports shall be due on each March 31, June 30, September 30 and December 31 thereafter until the report date next following final distribution of the Loan/Grant funds. No reports shall be required after the report date next following final distribution of the Loan/Grant Funds, unless specifically required by the Finance Authority or the Water Trust Board. The description of the status of the Project in each quarterly report shall include, among other information, (a) a comparison of actual and anticipated requests for distributions of Loan/Grant funds as of the report date with those anticipated as of the Closing Date, (b) a description of actual and anticipated changes in the cost estimates for the Project as of the report date compared with those anticipated as of the Closing Date, and (c) a description of the percentage of completion of the Project.

Section 7.5 Completion of Disbursement of Loan/Grant Funds. Upon the earlier of (1) the completion of the Project, or (2) the expenditure of the whole Loan/Grant Amount, an Authorized Officer of the Borrower/Grantee shall deliver a certificate to the Finance Authority substantially in the form of Exhibit "E" attached hereto, stating that, to his or her knowledge, either (1) the Project has been completed, or (2) that the portion of the Loan/Grant Amount needed to complete the Project has been disbursed in accordance with the terms of this Agreement. No portion of the Loan/Grant Amount shall be disbursed after the date which is three (3) years from the Closing Date, unless a later date is approved in writing by an Authorized Officer of the Finance Authority.

Section 7.6 Application of Project Account Subsequent to Disbursement of Loan/Grant Funds; Termination of Pledge. (a) Upon the completion of the Project as signified by delivery of the completion certificate required by Section 7.5 hereof, the Finance Authority shall determine, by reference to the Project Account, whether any portion of the authorized Loan/Grant Amount remains unexpended and shall dispose of such unexpended proceeds in accordance with law; (b) In the event that a portion of the Loan/Grant Amount remains unexpended after the date which is three (3) years from the Closing Date, and no later date has been approved by an Authorized Officer of the Finance Authority, pursuant to Section 7.5 hereof, the Finance Authority shall dispose of such funds in accordance with law. Upon the occurrence of either event described in (a) or (b) above, the Finance Authority shall make the

appropriate entry in the Project Account and, upon such entry, the pledge of the Loan/Grant Amount established in this Loan/Grant Agreement shall terminate.

ARTICLE VIII
COMPLIANCE WITH LAWS AND RULES; OTHER COVENANTS

Section 8.1 Further Assurances and Corrective Instruments. The Lender/Grantor and the Borrower/Grantee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or of the Pledged Revenues and for carrying out the intention hereof.

Section 8.2 Representatives of Lender/Grantor or of Borrower/Grantee. Whenever under the provisions hereof the approval of the Lender/Grantor or the Borrower/Grantee is required, or the Borrower/Grantee, or the Lender/Grantor is required to take some action at the request of either of them, such approval or such request shall be given for the Lender/Grantor or for the Borrower/Grantee, by an Authorized Officer of the Lender/Grantor or the Borrower/Grantee, as the case may be, and any party hereto shall be authorized to act on any such approval or request.

Section 8.3 Selection of Contractors. All contractors providing services or materials in connection with the Project shall be selected in accordance with applicable provisions of the New Mexico Procurement Code, NMSA 1978, §§ 13-1-28 through 13-1-199, as amended, or, if the Borrower/Grantee is not subject to the New Mexico Procurement Code, shall be selected in accordance with a documented procurement process duly authorized and established pursuant to laws and regulations applicable to the Borrower/Grantee.

Section 8.4 Required Contract Provisions. The Borrower/Grantee shall require the following provisions in any contract or subcontract executed in connection with the Project to which the Borrower/Grantee is a party:

(a) There shall be no discrimination against any employee or applicant for employment because of race, color, creed, sex, religion, sexual preference, ancestry or national origin; and

(b) Any contractor or subcontractor providing construction services in connection with the Project shall post a performance and payment bond in accordance with the requirements of NMSA 1978, § 13-4-18, as amended.

Section 8.5 Application of Act and Board Rules. The Lender/Grantor and the Borrower/Grantee expressly acknowledge that this Agreement is governed by provisions and requirements of the Act and the Board Rules, as amended and supplemented, and all applicable provisions and requirements of the Act and Board Rules are incorporated into this Agreement by reference.

ARTICLE IX
INSURANCE; NON-LIABILITY OF LENDER/GRANTOR

Section 9.1 Insurance. The Borrower/Grantee shall carry general liability insurance or participate in the State's risk-management program and, to the extent allowed by the New Mexico Tort Claims Act, NMSA 1978, §§ 41-4-1 through 41-4-30, as amended, shall and hereby agrees to name the Lender/Grantor as an additional insured with respect to all claims, by or on behalf of any person, firm, corporation or other legal entity arising from the acquisition, completion or implementation of the Project or otherwise during the Agreement Term; provided, that if any portion of the Project will be constructed, located, completed or extended on real property owned by a qualifying entity (as defined by the Act) other than the Borrower/Grantee, the Borrower/Grantee may obtain the written agreement of such other qualifying entity to perform these insurance/risk-management program requirements for Borrower/Grantee with respect to such real property (and the portion of the Project to be constructed, located, completed or extended on such real property), which written agreement shall include an express statement by such other qualifying entity that the Lender/Grantor is a third party beneficiary of such written agreement.

Section 9.2 Non-Liability of Lender/Grantor.

(a) Lender/Grantor shall not be liable in any manner for the Project, Borrower/Grantee's use of the Loan/Grant, the acquisition, implementation, construction, installation, ownership, operation or maintenance of the Project, or any failure to act properly by the Borrower/Grantee or any other owner or operator of the Project.

(b) Lender/Grantor shall not be liable for the refusal or failure of any other agency of the State to transfer any portion of the Loan/Grant Amount in its possession, custody and control to the Finance Authority for disbursement to the Borrower/Grantee, or to honor any request for such transfer or disbursement of the Loan/Grant Amount.

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

ARTICLE X
EVENTS OF DEFAULT AND REMEDIES

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

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

(b) Failure by the Borrower/Grantee to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Borrower/Grantee by the Lender/Grantor unless the Lender/Grantor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice can be wholly cured within a period of time not materially detrimental to the rights of the Lender/Grantor but cannot be cured within the applicable thirty (30) day period, the Lender/Grantor will not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the Borrower/Grantee within the applicable period and diligently pursued until the failure is corrected; and provided, further, that if by reason of force majeure the Borrower/Grantee is unable to carry out the agreements on its part herein contained, the Borrower/Grantee shall not be deemed in default under this paragraph 10.1(b) during the continuance of such inability (but force majeure shall not excuse any other Event of Default); or

(c) Any warranty, representation or other statement by or on behalf of the Borrower/Grantee contained in this Agreement or in any instrument furnished in compliance with or in reference to this Agreement is determined to be false or misleading in any material respect.

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

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

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

the Finance Authority shall have the right to intervene in the proceedings prior to the expiration of such thirty (30) days to protect their interests.

Section 10.2 Limitations on Remedies. A judgment requiring payment of money entered against the Borrower/Grantee shall be paid from only available Pledged Revenues unless the Borrower/Grantee in its sole discretion pays the judgment from other available funds.

Section 10.3 Remedies on Default. Whenever any Event of Default has occurred and is continuing and subject to Section 10.2 hereof, the Lender/Grantor may take whatever of the following actions may appear necessary or desirable to enforce performance of any agreement of the Borrower/Grantee in this Agreement:

(a) File a mandamus proceeding or other action or proceeding or suit at law or in equity to compel the Borrower/Grantee to perform or carry out its duties under the law and the agreements and covenants required to be performed by it contained herein;

(b) Terminate this Agreement;

(c) Cease disbursing any further amounts from the Project Account;

(d) Demand that the Borrower/Grantee immediately repay the Loan/Grant Amount or any portion thereof if such funds were not utilized in accordance with this Agreement;

(e) File a suit in equity to enjoin any acts or things which are unlawful or violate the rights of the Lender/Grantor; or

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

(g) Take whatever other action at law or in equity may appear necessary or desirable to enforce any other of its rights hereunder; or

(h) The Borrower/Grantee shall be responsible for reimbursing the Lender/Grantor for any and all fees and costs incurred in enforcing the terms of this Agreement.

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

Section 10.5 Waivers of Events of Default. The Lender/Grantor may, in its sole discretion, waive any Event of Default hereunder and the consequences of any such Event of Default; provided, however, all expenses of the Lender/Grantor in connection with such Event of Default shall have been paid or provided for. Such waiver shall be effective only if made by a written statement of waiver issued by the Finance Authority. In case of any such waiver or rescission, or in case any proceeding taken by the Lender/Grantor, on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case, the Lender/Grantor shall be restored to its former position and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other Event of Default, or impair any right consequent thereon.

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

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

ARTICLE XI
MISCELLANEOUS

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

If to the Borrower/Grantee, to:

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

If to the Finance Authority, then to:

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

The Borrower/Grantee or the Lender/Grantor may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 11.2 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Lender/Grantor and the Borrower/Grantee and their respective successors and assigns, if any.

Section 11.3 Integration. This Agreement and any other agreements, certifications and commitments entered into between the Lender/Grantor and the Borrower/Grantee on the Closing Date constitute the entire agreement of the parties regarding the Loan/Grant and the funding of the Project through the Loan/Grant as of the Closing Date, and the terms of this Agreement supersede any prior applications, discussions, understandings or agreements between or among the parties in connection with the Loan/Grant, to the extent such prior applications, discussions, understandings or agreements are inconsistent with this Agreement.

Section 11.4 Amendments. This Agreement may be amended only with the written consent of both of the parties hereto. The consent of the Finance Authority for amendments not affecting the terms of payment of the loan component of this Agreement may be given by an Authorized Officer of the Finance Authority. The execution of any such consent by an Authorized Officer of the Finance Authority shall constitute his or her determination that such amendment does not affect the terms of payment of the loan component of this Agreement.

Section 11.5 No Liability of Individual Officers, Directors or Trustees. No recourse under or upon any obligation, covenant or agreement contained in this Agreement shall be had against any member, employee, director or officer, as such, past, present or future, of the Lender/Grantor, either directly or through the Finance Authority, or against any officer, employee, director or member of the Borrower/Grantee, past, present or future, as an individual so long as such individual was acting in good faith. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such officer, employee, director or member of the Borrower/Grantee or of the Finance Authority is hereby expressly waived and released by the Borrower/Grantee and the Finance Authority as a condition of and in consideration for the execution of this Agreement.

Section 11.6 Severability. In the event that any provision of this Agreement, other than the obligation of the Borrower/Grantee to make the Loan Payments and the Administrative Fee hereunder, shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.7 Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.8 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico.

Section 11.9 Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

[*Remainder of page intentionally left blank.*]

[*Signature pages follow.*]

IN WITNESS WHEREOF, the Finance Authority, on behalf of itself, has executed this Agreement, which was approved by the Water Trust Board on June 9, 2014 and by the Finance Authority's Board of Directors on June 26, 2014, in its corporate name by its duly authorized officer; and the Borrower/Grantee has caused this Agreement to be executed and attested by duly authorized officers thereof. All of the above are effective as of the date first above written.

LENDER/GRANTOR:

NEW MEXICO FINANCE AUTHORITY

By_____
Chief Executive Officer or Designee

Prepared for Execution by Officers of the
New Mexico Finance Authority:

SUTIN, THAYER & BROWNE
A PROFESSIONAL CORPORATION
As Loan/Grant Counsel

By _____
Suzanne Wood Bruckner

Approved for Execution by Officers of the
New Mexico Finance Authority:

By _____
Daniel C. Opperman
Finance Authority General Counsel

BORROWER/GRANTEE:

CITY OF LAS VEGAS, SAN MIGUEL COUNTY,
NEW MEXICO

By_____
Tonita Gurule-Giron, Mayor

ATTEST:

By_____
Casandra Fresquez, City Clerk

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

EXHIBIT A

TERM SHEET

$1,370,960 WATER PROJECT LOAN/GRANT TO THE CITY OF LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO

Project Description:	The Project is for storage, conveyance or delivery of water for end users. The Loan/Grant Amount will be used only for Eligible Items necessary to complete the Project. In particular, the Project will consist of construction to install a 36-inch diameter raw water conveyance pipeline from the Peterson Reservoir to the Bradner reservoir for the Borrower/Grantee, and shall include clearing, grubbing, tree and stump removal as well as excavation and removal of rock, and such other related work and revisions necessary to complete the Project. The Project may be further described in the Application and in the final plans and specifications for the Project approved by the Water Trust Board and the Finance Authority as provided by this Agreement. However, in the event of any inconsistency, the description of the Project as stated in this Term Sheet shall control.
Grant Amount:	$1,233,864
Loan Amount:	$137,096
Pledged Revenues:	Net System Revenues
Outstanding Senior Obligations for Pledged Revenues:	2013 NMFA DW Loan (2727-PP), matures 6/34 2013 NMFA DW Loan (2878-PP), matures 6/35 2013 NMFA DW Loan (2910-PP), matures 6/35 2013 NMFA DW Loan (2911-PP), matures 6/35
Outstanding Parity Obligations:	2011 NMFA WTB Loan (0197-WTB), matures 6/31 2011 NMFA WTB Loan (0218-WTB), matures 6/31 2011 NMFA WTB Loan (0219-WTB), matures 6/31 2011 NMFA WTB Loan (0251-WTB), matures 6/32 2011 NMFA WTB Loan (0286-WTB), matures 6/34
Authorizing Legislation:	Borrower/Grantee Ordinance No. 16-01, adopted September 21, 2016

Additional Funding Amount:	$274,192
Closing Date:	October 28, 2016
Project Account Amount:	$1,370,960
Expense Account Deposit:	$0
Administrative Fee:	.25%

Conditions to be satisfied prior to first disbursement of Loan/Grant funds: Delivery to Finance Authority of (i) a copy of the agenda of the meeting of the Governing Body at which the Ordinance was adopted and at which this Agreement, the Ordinance and all other Loan/Grant documents were authorized by the Governing Body (the "Meeting"), certified as a true and correct copy by the City Clerk of the Borrower/Grantee, (ii) a copy of the minutes or record of proceedings of the Meeting, approved and signed by the Mayor and attested to by the City Clerk of the Borrower/Grantee, and (iii) a copy of the notice of meeting for the Meeting evidencing compliance with the Borrower/Grantee's Open Meetings standards in effect on the date of the Meeting.

Other Conditions applicable to the Loan/Grant: All Conditions defined in the Agreement.

EXHIBIT B

FORM OF REQUISITION

RE: $1,370,960 Loan/Grant Agreement by and between the Finance Authority, as Lender/Grantor, and the City of Las Vegas, New Mexico, as Borrower/Grantee (the "Loan/Grant Agreement")

Loan/Grant No. 0317-WTB

Closing Date: October 28, 2016

TO: NEW MEXICO FINANCE AUTHORITY

You are hereby authorized to disburse from the Project Account – City of Las Vegas with regard to the above-referenced Loan/Grant Agreement the following:

REQUISITION NUMBER: _____

NAME AND ADDRESS OF PAYEE: _____

_____

_____

WIRING INFORMATION

BANK NAME:	
ACCOUNT NUMBER:	
ROUTING NUMBER:	

AMOUNT OF PAYMENT: $_____

PURPOSE OF PAYMENT: _____

_____

ELIGIBLE ITEM CATEGORY (See below): _____

_____

DATED: _____ By: _____
Authorized Officer

Title: _____

Each obligation, item of cost or expense mentioned herein is for a loan/grant made by the Lender/Grantor pursuant to the Water Project Finance Act to the Borrower/Grantee within the State of New Mexico, is due and payable, has not been the subject of any previous requisition and is a proper charge against the Project Account – City of Las Vegas. All representations contained in the Loan/Grant Agreement and the related closing documents remain true and correct and the Borrower/Grantee is not in breach of any of the covenants contained therein.

The proceeds of the Loan/Grant have been or will be used to pay the costs of Eligible Items, as defined in the Loan/Grant Agreement. Eligible Items are (1) matching requirements for federal and local cost shares, (2) engineering feasibility reports, (3) contracted engineering design, (4) inspection of construction, (5) special engineering services, (6) environmental or archeological surveys, (7) construction, (8) land acquisition, (9) easements and rights of way, (10) Eligible Legal Costs and (11) Eligible Fiscal Agent Fees, subject to limitations as set forth in the Loan/Grant Agreement.

All construction and all installation of equipment with proceeds of the Loan/Grant has or will be used in accordance with plans and/or specifications approved on behalf of the Finance Authority, has or will be acquired in compliance with applicable procurement laws and regulations and has or will be inspected and approved in accordance with applicable laws and regulations.

Capitalized terms used herein, are used as defined or used in the Loan/Grant Agreement.

EXHIBIT C

PAYMENT PROVISIONS OF THE LOAN

The Loan Amount shall be payable by the Borrower/Grantee to the Lender/Grantor in twenty (20) annual installments of principal pursuant to the attached debt service schedule, beginning June 1, 2017 and ending June 1, 2036. The Loan Amount shall be prepayable at any time without penalty. The Administrative Fee shall be due and payable annually on June 1 of each year while the Loan, or any portion thereof, remains outstanding.

[DEBT SERVICE SCHEDULE ATTACHED]

EXHIBIT D

WATER TRUST BOARD PROJECT STATUS REPORT
PREPARED FOR THE
NEW MEXICO FINANCE AUTHORITY

Fund Recipient Names: City of Las Vegas Recipient Contact: _____ Phone Number: _____	WTB Project Number: 0317-WTB WTB Project Name: Raw Water Conveyance System Project Project Type: Storage and Conveyance

Quarterly Project Report ☐ Final ☐ Other ☐ _____
Report Period: From - ____/____/____ To - ____/____/____

Contract Expiration: 6/1/2036

Total WTB Award: $1,370,960 Current Balance: $_____

Loan 10% Grant 90% Match 20%

Expected WTB Award Expenditure Next Quarter: $_____

Additional Funding Amount Expended to Date: $_____

Expected Additional Funding Amount Expenditure Next Quarter: $_____

Project Phase: Planning ☐ Design ☐ Construction ☐

PROJECT TIME: Original Completion Date: _____
Current Completion Date: _____
Days Remaining for Completion _____

Percent Project is Complete _____% On Schedule? Yes ☐ No ☐

Briefly Describe Project Progress During This Reporting Period:

Issues Addressed During This Period (Indicate any current and/or anticipated issues that remain unresolved):

Goals/Milestones With Timeline or Dates For The Next Reporting Period:

Name and Title of Authorized Officer: (*Print*) Date: _____	Authorized Officer Signature:

EXHIBIT E

FORM OF CERTIFICATE OF COMPLETION

RE: $1,370,960 Loan/Grant Agreement by and between the Finance Authority, as Lender/Grantor, and the City of Las Vegas, New Mexico, as Borrower/Grantee (the "Loan/Grant Agreement")

Loan/Grant No. 0317-WTB

Closing Date: October 28, 2016

TO: NEW MEXICO FINANCE AUTHORITY

I, _____, the _____ of the
[Name] [Title or position]

Borrower/Grantee, hereby certify as follows:

1. The project described in the Loan/Grant Agreement (the "Project"), or the applicable phase of the project if funding was for a phased Project, was completed and placed in service on _____, 20___.

2. The total cost of the Project was $ _____.

3. Cost of the Project paid from the Loan/Grant Amount was $ _____.

4. Cost of the Project paid from the Additional Funding Amount was $ _____.

5. The portion of the Loan/Grant Amount unexpended for the Project is $ _____.

6. The Project was completed and is and shall be used consistent with and subject to the covenants set forth in the Loan/Grant Agreement.

This certificate shall not be deemed to prejudice or affect any rights of or against third parties which exist at the date of this certificate or which may subsequently come into being.

CITY OF LAS VEGAS, SAN MIGUEL COUNTY,
NEW MEXICO

By: _____
Its: _____

$1,370,960
CITY OF LAS VEGAS, LAS VEGAS COUNTY, NEW MEXICO
WATER PROJECT FUND LOAN/GRANT
NO. 0317-WTB

STATE OF NEW MEXICO	)	GENERAL AND
	) ss.	NO LITIGATION
COUNTY OF SAN MIGUEL	)	CERTIFICATE

IT IS HEREBY CERTIFIED by the undersigned, the duly chosen, qualified and acting Mayor and City Clerk for the City of Las Vegas (the "Borrower/Grantee") in the State of New Mexico (the "State"):

Capitalized terms used in this Certificate have the same meaning as defined in Ordinance No. 16-01 adopted by the Governing Body of the Borrower/Grantee on September 21, 2016 (the "Ordinance") unless otherwise defined in this Certificate or the context requires otherwise.

1. The Borrower/Grantee is a duly organized and existing municipality under the laws of the State of New Mexico.

2. From at least May 1, 2016 to and including the date of this Certificate, the following were and now are the duly chosen, qualified and acting officers of the Borrower/Grantee:

Mayor:	Tonita Gurule-Giron
Councilors:	David Ulibarri Vince Howell Barbara Casey David Romero
Finance Director:	Ann Marie Gallegos
City Manager:	Richard Trujillo
City Clerk:	Casandra Fresquez
City Attorney:	H. Chico Gallegos

3. Based on data collected during the 2010 Census, the population of the City of Las Vegas is at least 75% English speaking.

4. Notice of the public hearing on the Ordinance and of the adoption of the Ordinance was published in English in the *Las Vegas Optic*, a newspaper of general circulation in the City of Las Vegas, which is published in English.

5. There is no reason within our knowledge and belief after due investigation, why the Borrower/Grantee may not enter into the Loan/Grant Agreement with the Finance Authority, as authorized by the Ordinance.

6. No material adverse change has occurred, nor has any development occurred involving a prospective material and adverse change in, or affecting the affairs, business, financial condition, results of operations, prospects, or properties of the Borrower/Grantee since the date of the Ordinance.

7. To the best of our knowledge and belief after due investigation, none of the events of default referred to in Article X of the Loan/Grant Agreement has occurred.

8. There is no threatened action, suit, proceeding, inquiry or investigation against the Borrower/Grantee, at law or in equity, by or before any court, public board or body, nor to our knowledge is there any basis therefor, affecting the existence of the Borrower/Grantee or the titles of its officials to their respective offices, or seeking to prohibit, restrain or enjoin the pledge of the Pledged Revenues to pay the principal, interest or administrative fees on the Loan/Grant Agreement, or in any way materially adversely affecting or questioning (a) the territorial jurisdiction of the Borrower/Grantee, (b) the use of the proceeds of the Loan/Grant Agreement for the Project and to pay certain expenses as described therein, (c) the validity or enforceability of the Loan/Grant Agreement or any proceedings of the Borrower/Grantee taken with respect to the Ordinance or the Loan/Grant Agreement, (d) the execution and delivery of the Loan/Grant Agreement, or (e) the power of the Borrower/Grantee to carry out the transactions contemplated by the Ordinance and the Loan/Grant Agreement.

9. The Borrower/Grantee has complied with all the covenants and satisfied all the conditions on its part to be performed or satisfied at or prior to the date hereof, and the representations and warranties of the Borrower/Grantee contained in the Loan/Grant Agreement and in the Ordinance are true and correct as of the date hereof.

10. The Borrower/Grantee is not in default, and has not been in default within the ten (10) years immediately preceding the date of this Certificate, in the payment of principal of, premium, if any, or interest on any bonds, notes or other obligations which it has issued, assumed or guaranteed as to payment of principal, premium, if any, or interest.

11. To our knowledge and belief after due investigation, none of the Mayor, the City Clerk, any member of the Governing Body of the Borrower/Grantee, nor any other officer, employee or other agent of the Borrower/Grantee is interested (except in the performance of his or her official rights, privileges, powers and duties), directly or indirectly, in the profits of any contract, or job for work, or services to be performed and appertaining to the Project.

12. Regular meetings of the Borrower/Grantee's Governing Body and the meeting at which the Ordinance was adopted have been held at 200 Lincoln Avenue, Las Vegas, New Mexico 87501, the principal meeting place of the Borrower/Grantee.

13. The Borrower/Grantee's Governing Body has no rules of procedure which would invalidate or make ineffective the Ordinance or other action taken by the Borrower/Grantee's Governing Body in connection with the Loan/Grant Agreement. The Open Meetings Act Resolution adopted and approved by the Governing Body on January 20, 2016 establishes notice standards for meetings of the Governing Body. The Open Meetings Act Resolution has not been amended or repealed on the date of adoption of the Ordinance and the date hereof. All action of the Governing Body with respect to the Ordinance and the Loan/Grant Agreement was taken at meetings held in compliance with the Open Meetings Act Resolution No. 16-04 which resolution was effective on January 20, 2016 and has not been amended, repealed or rescinded.

14. The Pledged Revenues from the Fiscal Year in which the Closing Date occurs are reasonably expected to equal or exceed and, on an ongoing basis during each Fiscal Year during the Agreement Term are reasonably expected to equal or exceed, one hundred percent (100%) of the maximum annual principal and interest due on all outstanding obligations of the Borrower/Grantee payable from the Pledged Revenues.

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

16. The Mayor and the City Clerk, on the date of the signing of the Loan/Grant Agreement and on the date of this Certificate, are the duly chosen, qualified and acting officers of the Borrower/Grantee authorized to execute the Loan/Grant Agreement.

17. This Certificate is for the benefit of the Finance Authority and the Water Trust Board.

18. This Certificate may be executed in counterparts.

[*Signature page follows.*]

WITNESS our signatures and the seal of the Borrower/Grantee this 28th day of October, 2016.

CITY OF LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO

(SEAL)

By_____
Tonita Gurule-Giron, Mayor

By_____
Casandra Fresquez, City Clerk

By _____
H. Chico Gallegos, City Attorney

3894073.doc

$1,370,960
CITY OF LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO
WATER PROJECT FUND LOAN/GRANT
NO. 0317-WTB

STATE OF NEW MEXICO	)	DELIVERY, DEPOSIT AND
	) ss.	CROSS RECEIPT
COUNTY OF SAN MIGUEL	)	CERTIFICATE

IT IS HEREBY CERTIFIED by the undersigned, the duly chosen, qualified and acting Mayor and City Clerk for the City of Las Vegas, New Mexico (the "Borrower/Grantee"):

1. On the date of this Certificate, the Borrower/Grantee executed and delivered, or caused to be executed and delivered, a Loan/Grant Agreement between the Borrower/Grantee and the New Mexico Finance Authority (the "Finance Authority"), in the aggregate principal amount of $1,370,960, to the Finance Authority (the "Loan/Grant Agreement"), as authorized by Borrower/Grantee Ordinance No. 16-01 (the "Ordinance") adopted on September 21, 2016 relating to the execution and delivery of the Loan/Grant Agreement. The Grant Amount equals 1,233,864 and the Loan Amount equals $137,096, as such terms are defined in the Loan/Grant Agreement.

2. The undersigned acknowledge that the Loan/Grant Amount, as defined in the Loan/Grant Agreement, is available for disbursement to the Borrower/Grantee pursuant to the terms of Section 7.2 of the Loan/Grant Agreement upon transmission of payment requisitions to the Finance Authority in substantially the form attached as Exhibit "B" to the Loan/Grant Agreement, with supporting documentation as provided in the Loan/Grant Agreement, and will be used as set forth in the Ordinance and the Loan/Grant Agreement.

WITNESS our signatures and the seal of the Borrower/Grantee this 28th day of October, 2016.

CITY OF LAS VEGAS, SAN MIGUEL COUNTY,
NEW MEXICO

(SEAL)

By_____
Tonita Gurule-Giron, Mayor

By_____
Casandra Fresquez, City Clerk

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

It is hereby certified by the undersigned, a duly qualified and acting official of the New Mexico Finance Authority, that, the undersigned has, on the date of this Certificate, received from the City of Las Vegas, New Mexico the Loan/Grant Agreement for Project No. 0317-WTB.

NEW MEXICO FINANCE AUTHORITY

By: _____
Robert P. Coalter, Chief Executive Officer

3884561_2.doc

$1,370,960
CITY OF LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO
WATER PROJECT FUND LOAN/GRANT
NO. 0317-WTB

RIGHT-OF-WAY CERTIFICATE

The undersigned on behalf of the City of Las Vegas (the "Borrower/Grantee"), an incorporated municipality in the County of San Miguel and the State of New Mexico, hereby certifies except as noted in item 4 below:

1. That the Borrower/Grantee is the owner in fee simple of the lands needed for the construction, operation and maintenance of the facilities to be installed, repaired, or enlarged with the proceeds of the above-referenced Loan/Grant made by the New Mexico Finance Authority and the New Mexico Water Trust Board (the "Project"), or that the Borrower/Grantee has acquired and presently holds continuous and adequate rights-of-way on lands owned by others that are needed for the Project, whether public or private, and such omissions, defects, or restrictions as may exist will in no substantial way or manner endanger the value or the operation of the Project.

2. That the Borrower/Grantee has acquired all necessary permits, franchises, and authorizations or other instruments by whatsoever name designated, from public utilities and public bodies, commissions, or agencies authorizing the construction, operation, and maintenance of the facilities upon, along or across streets, roads, highways, and utility corridors.

3. That the attached map or plat shows the location of all lands and rights-of-way needed for the Project, which lands and rights-of-way the Borrower/Grantee has acquired and now holds by purchase or dedication, by right of use or adverse possession, or by legal conveyances such as right-of-way or easement deeds, permits, or other instruments.

4. Exceptions: None

[*Signature page follows.*]

IN WITNESS WHEREOF, the undersigned has executed this Certificate on behalf of the City of Las Vegas as of this 28th day of October, 2016.

_____

H. Chico Gallegos, City Attorney for
City of Las Vegas, New Mexico

3884564_2.doc

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

TONITA GURULE-GIRON
Mayor

To: New Mexico Finance Authority
207 Shelby Street
Santa Fe, New Mexico 87501

Re: City of Las Vegas, Las Vegas County, New Mexico
$1,370,960 Loan/Grant No. 0317-WTB

Ladies and Gentlemen:

I the City Attorney for the City of Las Vegas, New Mexico (the "Borrower/Grantee") in connection with the above-referenced Loan/Grant. I am licensed to practice law and in good standing in the State of New Mexico. I provide this opinion in my role as counsel to the Borrower/Grantee, understanding that the New Mexico Finance Authority and the New Mexico Water Trust Board (the "Lenders/Grantors") are relying on all representations herein made by me on behalf of my client and, but for these representations, the Loan/Grant would not be approved.

Capitalized terms used in this Opinion have the same meaning as defined in Ordinance No. 16-01 adopted by the Governing Body of the Borrower/Grantee on September 21, 2016 (the "Ordinance") unless otherwise defined in this Opinion or the context requires otherwise.

I hereby certify that I have examined:

(1) The City of Las Vegas Water Project Fund Application and the New Mexico Water Trust Board Approval dated June 9, 2014 for Loan/Grant No. 0317-WTB (the "Application" and the "Approval," respectively), relating to the Project.

(2) The Annual Open Meetings Act Resolution or enactments of the Borrower/Grantee in effect on January 20, 2016 and on September 21, 2016.

(3) The proceedings of the Governing Body (including all agendas, minutes, resolutions, ordinances and publications) which authorize the Loan/Grant application, the Project development, the budget for the Project, and the contracts with the various Project professionals including but not limited to architects, engineers, planners and contractors.

(4) Proceedings of the Borrower/Grantee from the date of the Application to the date of this Opinion, including, without limiting the generality of the foregoing, the action of the Borrower/Grantee relating to (a) the election of its Mayor, City Council and City Clerk; (b) the adoption of the Borrower/Grantee's Annual Open Meetings Act

(1) Resolution or resolutions; (c) the adoption of ordinances or resolutions governing the operation of the Project; (d) the plans and specifications for the Project; (e) cost estimates for the Project; (f) the adoption of ordinances, resolutions and regulations for the furnishing of service to customers; (g) the proposed operating budget for services to be provided, in whole or in part, by means of the Project; (h) the proposal to finance the Project, in whole or in part, with a Loan/Grant made by the Water Trust Board, acting through the Finance Authority; (i) the Ordinance authorizing the Mayor to execute necessary documents to obtain the Loan/Grant for the Project; (j) all necessary approvals for the Project from federal, State or local authorities; and (k) the execution and delivery of the Loan/Grant Agreement evidencing such Loan/Grant.

(2) The Ordinance and the Loan/Grant Agreement providing that the Lenders/Grantors on behalf of the Borrower/Grantee shall maintain a book Project Account on behalf of the Borrower/Grantee and shall cause the disbursement of the Loan/Grant Amount as provided in Article IV of the Loan/Grant Agreement.

(3) The records and files of all offices in which there might be recorded, filed, or indexed, any liens of any nature whatsoever, affecting the title to any real property on which will be located any Project property to be acquired with the Loan/Grant proceeds.

Based upon my examination of the foregoing, it is my opinion that:

A. The Borrower/Grantee is a duly organized and existing municipality under the laws of the State of New Mexico.

B. The ordinances, resolutions, rules and regulations governing the operation of the Project have been duly adopted and are now in full force and effect.

C. The Authorized Officers of the Borrower/Grantee were duly and validly elected or appointed and are empowered to act for the Borrower/Grantee.

D. The Borrower/Grantee has corporate power:

(1) to complete the Project;

(2) to execute and deliver Loan/Grant documents including those identified above;

(3) to perform all acts required by such Loan/Grant documents to be done by it; and

(4) to own, operate and maintain the Project during its Useful Life.

E. All proceedings of the Borrower/Grantee, its elected and appointed officers, and employees, required or necessary to be taken in connection with the authorization of the

actions specified above have been duly taken and all such authorizations are presently in full force and effect.

F. The Ordinance has been duly signed and adopted in accordance with all applicable laws and has not been repealed, rescinded, revoked, modified, amended or supplemented in any manner except as set forth in the Ordinance. The Ordinance constitutes valid and sufficient legal authority for the Borrower/Grantee to carry out and enforce the provisions of the Loan/Grant Agreement and creates a pledge of the Net System Revenues of the Borrower/Grantee as described in the Loan/Grant Agreement.

G. No event will result from the execution and delivery of the Loan/Grant Agreement that constitutes a default or an event of default under either the Loan/Grant Agreement or the Ordinance, and no event of default and no default under the Loan/Grant Agreement or the Ordinance has occurred and is continuing on the date of this Opinion.

H. The Borrower/Grantee has duly authorized and approved the consummation by it of all transactions, and has complied with all requirements and satisfied all conditions, which are required by the Loan/Grant Agreement to have been authorized, approved, performed or consummated by the Borrower/Grantee at or prior to the date of this Opinion. The Borrower/Grantee has full legal right, power and authority to carry out and consummate the transactions contemplated by the Ordinance and the Loan/Grant Agreement and to the pledge of the Net System Revenues.

I. All approvals, consents and orders of any governmental authority having jurisdiction in the matter which would constitute a condition precedent to the enforceability of the Loan/Grant Agreement or any of the actions required to be taken by the Ordinance or the Loan/Grant Agreement to the date of this Opinion have been obtained and are in full force and effect.

J. Neither the Borrower/Grantee's adoption of the Ordinance nor any action contemplated by or pursuant to the Ordinance or the Loan/Grant Agreement does or will conflict with, or constitutes a breach by the Borrower/Grantee of, or default by the Borrower/Grantee under any law, court decree or order, governmental regulation, rule or order, ordinance, resolution, agreement, indenture, mortgage or other instrument to which the Borrower/Grantee is subject or by which it is bound.

K. There is no actual or threatened action, suit, proceeding, inquiry or investigation against the Borrower/Grantee, at law or in equity, by or before any court, public board or body, nor to my knowledge, is there any basis therefore, affecting the existence of the Borrower/Grantee or the titles of its officials to their respective offices, or in any way materially adversely affecting or questioning (a) the territorial jurisdiction of the Borrower/Grantee, (b) the use of the proceeds of the Loan/Grant Agreement for the Project and to pay certain costs of the Finance Authority and the Water Trust Board associated with the administration of the Water Project Fund, (c) the validity or enforceability of the Loan/Grant Agreement or any proceedings of the Borrower/Grantee with respect to the Ordinance or the Loan/Grant Agreement, (d) the execution and delivery of the Loan/Grant Agreement, (e) the authority of the Borrower/Grantee to repay

the Loan Amount, or (f) the power of the Borrower/Grantee to carry out the transactions contemplated by the Ordinance and the Loan/Grant Agreement.

L. The Borrower/Grantee has proper title, easement and rights of way to the property upon or through which the Project is to be constructed.

M. No legal proceedings have been instituted or are pending, and to my knowledge none are threatened, whether or not the Borrower/Grantee is named as a party in such proceedings, which would affect the Borrower/Grantee's interest in the real property upon which the Project will be located, and there are no judgments against the Borrower/Grantee or liens against any property of the Borrower/Grantee that would impair the Borrower/Grantee's ability to complete the Project.

N. The Borrower/Grantee has acquired all of the necessary land rights, easements and rights-of-way for the Project and the Borrower/Grantee now has sufficient, adequate and continuous rights-of-way to permit the construction, installation, operation and maintenance of the Project.

Dated this 28th day of October, 2016.

_____

H. Chico Gallegos
City Attorney for City of Las Vegas, New Mexico

3884562_2.doc

SUTIN THAYER & BROWNE
A PROFESSIONAL CORPORATION
LAWYERS

IRWIN S. MOISE (1906-1984)
LEWIS R. SUTIN (1908-1992)
FRANKLIN JONES (1919-1994)
RAYMOND W. SCHOWERS (1948-1995)
GRAHAM BROWNE (1935-2003)

DEREK V. LARSON (Of Counsel)
NORMAN S. THAYER (Of Counsel)

ANDREW J. BARANOWSKI
ANNE P. BROWNE

SUZANNE WOOD BRUCKNER
MARIA MONTOYA CHAVEZ
KATHARINE C. DOWNEY
EDUARDO A. DUFFY
MICHAEL J. GOLDEN
SUSAN M. HAPKA
ROBERT G. HEYMAN
CHRISTOPHER A. HOLLAND
WADE L. JACKSON
CHRISTINA M. LOONEY
STEVAN DOUGLAS LOONEY

KEITH C. MIER
LYNN E. MOSTOLLER
JACQUELINE N. ORTIZ
CHARLES J. PIECHOTA
JAY D. ROSENBLUM
FRANK C. SALAZAR
JUSTIN R. SAWYER
ANDREW J. SIMONS
MARIPOSA PADILLA SIVAGE
BENJAMIN E. THOMAS
L. CURTIS VERNON

TWO PARK SQUARE
6565 AMERICAS PARKWAY, N.E.
ALBUQUERQUE, NEW MEXICO 87110
POST OFFICE BOX 1945
ALBUQUERQUE, NEW MEXICO 87103
505-883-2500
FAX 505-888-6565

317 PASEO DE PERALTA
SANTA FE, NEW MEXICO 87501
POST OFFICE BOX 2187
SANTA FE, NEW MEXICO 87504
505-988-5521
FAX 505-982-5297

WWW.SUTINFIRM.COM

October 28, 2016

New Mexico Finance Authority
207 Shelby Street
Santa Fe, New Mexico 87501

City of Las Vegas
1700 North Grand Avenue
Las Vegas, New Mexico 87701

Re: $1,370,960 Loan/Grant to City of Las Vegas, New Mexico, 0317-WTB

Ladies and Gentlemen:

We have acted as Loan/Grant Counsel to the New Mexico Finance Authority in connection with the $1,370,960 loan/grant agreement dated October 28, 2016 (the "Loan/Grant Agreement") by and between the City of Las Vegas, New Mexico (the "Borrower/Grantee") and the New Mexico Finance Authority (the "Finance Authority"). The Loan/Grant Agreement is executed and delivered by the Borrower/Grantee pursuant to Sections 3-31-1 through 3-31-12, and 72-4A-1 through 72-4A-10, NMSA 1978, as amended, and the Governmental Unit's Ordinance No. 16-01, adopted on September 21, 2016 (the "Ordinance"). The Loan/Grant Agreement has been executed and delivered to provide funds for construction of a raw water conveyance feed pipelinefrom Peterson Reservoir to Bradner Reservoir for the Borrower/Grantee (the "Project"), as described in the Loan/Grant Agreement.

We have examined the Ordinance and such other law and certified proceedings and other documents as we deem necessary to deliver this opinion. As to questions of fact material to the opinions set forth herein, we have relied upon representations of the Borrower/Grantee contained in the Ordinance and certified proceedings and other documents furnished to us, without undertaking to verify the same by independent investigation. In addition, we have relied upon statements of law made by the Borrower/Grantee's legal counsel in the certified proceedings.

Based on our examination, we are of the opinion that, under existing laws, regulations, rulings and judicial decisions as of the date hereof, subject to the provisions of federal bankruptcy law and other laws affecting creditors' rights and further subject to the exercise of

judicial discretion in accordance with general principles of equity and the assumptions, qualifications and limitations contained in this opinion:

1. The Ordinance is a valid and binding special limited obligation of the Borrower/Grantee enforceable in accordance with its terms and creates the pledge of the Net System Revenues of the Borrower/Grantee, as described in the Loan/Grant Agreement (the "Pledged Revenues") which it purports to create.

2. The Loan/Grant Agreement is a valid and binding special, limited obligation of the Borrower/Grantee, enforceable in accordance with its terms and provisions and the terms and provisions of the Ordinance.

3. The Loan/Grant Agreement is payable solely from, and such payment is secured by a valid and binding subordinate lien on the distribution on the Pledged Revenues subordinate to the lien thereon of other outstanding obligations secured by the Pledged Revenues and on a parity with the lien thereon of other outstanding obligations secured by a subordinate lien on the Pledged Revenues. The Finance Authority has no right to have taxes levied by the Borrower/Grantee for the payment of principal of or interest on the Loan/Grant Agreement and the Loan/Grant Agreement does not represent or constitute a debt or a pledge of, or a charge against, the general credit of the Governmental Unit.

4. The Loan/Grant Agreement is a valid and binding obligation of the Finance Authority and is enforceable in accordance with its terms and provisions.

We express no opinion with respect to the provisions of the Loan/Grant Agreement and the Ordinance with respect to indemnification provisions requiring that amendments be in writing or payment of attorneys' fees. Other than as described in this opinion, we have not addressed nor are we opining on the tax consequences to any person of the investment in, or the receipt of interest on, the Loan/Grant Agreement.

This opinion letter is limited to matters expressly stated in this opinion letter and no opinion is inferred or may be implied beyond the matters expressly stated in this opinion letter.

We express no opinion as to, or the effect or applicability of, any laws other than the laws of the State of New Mexico. The opinions expressed herein are based only on the laws in effect as of the date hereof, and in all respects are subject to and may be limited by future legislation, as well as developing case law. We undertake no obligation to update or modify this opinion for any future events or occurrences, including, but not limited to, determining or confirming continuing compliance by the Finance Authority and the Borrower/Grantee with the terms of the Loan/Grant Agreement.

The foregoing opinion represent our legal judgment based upon a review of existing legal authorities that we deem relevant to render such opinions and are not a guarantee of results.

We understand that this opinion is being relied upon by the addressees hereof, and we consent to such reliance, but this opinion may not be delivered to or relied upon by any other person or entity without our written consent.

Very truly yours,

SUTIN, THAYER & BROWNE
A Professional Corporation

3884563_2.doc

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 8//5/2016 DEPT: Community Dvlpt. MEETING DATE: 8/17/16

ITEM/TOPIC: Fourth of July Fiestas Schedule 2017-2022

ACTION REQUESTED OF COUNCIL: Approve Fourth of July Fiestas Schedule for years 2017-2022 as agreed upon in City Council Work Session 8/10/16 after evaluating options for multiple years.

BACKGROUND/RATIONALE: Adopt and set a Fourth of July Fiestas Schedule for six years based upon the day of week that 4th of July falls to allow staff to plan and budget costs associated with staffing and overtime, costs of entertainment, negotiate entertainment contracts, plan vendor set-up, road closures and other Fiestas logistics.

STAFF RECOMMENDATION: Approve Fiestas Schedule for multiple years in order to allow City staff to properly plan, contract and budget entertainment, logistics, and staff and minimize overtime costs.

COMMITTEE RECOMMENDATION:

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

Annette Velarde

SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

Tonita Gurule-Giron

TONITA GURULE-GIRON
MAYOR

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

RICHARD TRUJILLO
CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

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

SAMPLE FIESTAS SCHEDULES WITH COSTS

	Performer Name	Date	Start	S	Finish	F	Contract Amount
	SAMPLE DATE						
	Reina Competition - City Council Chambers		6:00	PM	7:00	PM	$0
	SAMPLE DATE (SATURDAY)						
	Reina Mariachi Mass & Procession		6:00	PM	7:30	PM	$1,200
	Reina Dance with Band		8:00	PM	12:00	AM	$1,500
	SAMPLE: OPENING NIGHT						
	Opening Ceremony - National Anthem		6:00	PM	6:15	PM	$0
	Entertainer		6:15	PM	7:00	PM	$400
	Emcee		7:00	PM	7:15	PM	
	Entertainer		7:15	PM	8:00	PM	$400
H	**PROMINENT HEADLINER**		8:00	PM	9:45	PM	$7,500
	Emcee						
	Entertainer		10:00	PM	11:00	PM	$400
	SAMPLE: FULL DAY WITH PARADE						
	Parade Set-up		7:00	AM	9:00	AM	$0
	Parade		9:00	AM	10:00	AM	$0
	Entertainer		10:00	AM	10:45	AM	$400
	Mariachi		11:00	AM	11:45	AM	$400
	Opening Ceremony		11:45	AM	12:00	PM	$0
	Veterans Ceremony		12:00	PM	12.45	PM	$0
	Entertainer		12:45	PM	1:30	PM	$400
	Young Talent		1:30	PM	1:45	PM	$50
	Entertainer		1:45	PM	2:30	PM	$400
	Young Talent		2:30	PM	3:00	PM	$100
H	**HEADLINER (2 Hours)**		3:00	PM	5:00	PM	$2,000
	Young Talent		5:00	PM	5:15	PM	$50
	Entertainer		5:15	PM	6:00	PM	$400
	Entertainer		6:15	PM	7:00	PM	$400
	PREP SOUND		7:00	PM	8:00	PM	$1,500
H	**PROMINENT HEADLINER**		7:30	PM	9:00	PM	$20,000
	Entertainer		9:15	PM	11:00	PM	$800

SAMPLE FIESTAS SCHEDULES WITH COSTS

SAMPLE FULL DAY

	Southwest Capital Bank Memorial Run	7:00 AM	9:00 AM	$0
	Southwest Capital Bank Memorial Run Awards	9:00 AM	10:00 AM	$0
	Dancers	10:00 AM	10:45 AM	$400
	Young Talent	10:45 AM	11:00 AM	$50
	Entertainer	11:00 AM	11:45 AM	$400
	Gunfighers	11:45 AM	12:00 PM	$170
	Entertainer	12:00 PM	12:45 PM	$400
	Entertainer	1:00 PM	1:45 PM	$400
H	**HEADLINER**	2:00 PM	3:45 PM	$2,000
H	**HEADLINER**	4:00 PM	5:45 PM	$1,500
	Gunfighers	5:45 PM	6:00 PM	$166
	Entertainer	6:00 PM	6:45 PM	$400
	Gunfighers	6:45 PM	7:00 PM	$166
H	**HEADLINER**	7:00 PM	8:45 PM	$1,500
	Entertainer	9:00 PM	9:45 PM	$400
	Entertainer	10:00 PM	11:00 PM	$400

SAMPLE LAST DAY w/ FIREWORKS

	Entertainer	10:00 AM	10:45 AM	$400
	Young Talent	10:45 AM	11:00 AM	$50
	Entertainer	11:00 AM	11:45 AM	$400
	Gunfighters	11:45 AM	12:00 PM	$166
H	**HEADLINER**	12:00 PM	1:45 PM	$1,500
	Gunfighters	1:45 PM	2:00 PM	$166
H	**HEADLINER**	2:00 PM	3:45 PM	$1,500
	Gunfighters	3:45 PM	4:00 PM	$166
	Entertainer	4:00 PM	4:45 PM	$400
	Entertainer	5:00 PM	5:45 PM	$400
	Fireworks	Dusk		
	Emcees			$2,000
				$53,800

Fiestas Schedule Options for the Next Six Years

2017 Fiestas – 4th of July is on a Tuesday

Option 1

Fiesta event setup: Monday, July 3rd during regular working hours

Fiesta event dates: Monday, July 3rd – Tuesday, July 4th

Option 2

Fiesta event setup: Friday, June 30th during regular working hours

Fiesta event dates: Saturday, July 1st – Tuesday, July 4th

Option 3

Fiesta event setup: Thursday, July 29th during regular working hours

Fiesta event dates: Friday, June 30th – Tuesday, July 4th

2018 Fiestas – 4th of July is on a Wednesday

Option 1

Fiesta event setup: Monday, July 2nd during regular working hours

Fiesta event dates: Monday, July 2nd – Wednesday, July 4th

Option 2

Fiesta event setup: Tuesday, July 3rd during regular working hours

Fiesta event dates: Wednesday, July 4th – Saturday, July 7th

Option 3

Fiesta event setup: Friday, June 30th during regular working hours

Fiesta event dates: Saturday, June 30th - Wednesday, July 4th

2019 Fiestas – 4th of July is on a Thursday

Option 1

Fiesta event setup: Wednesday, July 3rd during regular working hours

Fiesta event dates: Thursday, July 4th – Saturday, July 6th

Option 2

Fiesta event setup: Wednesday, July 3rd during regular working hours

Fiesta event dates: Thursday, July 4th – Sunday, July 7th

Option 3

Fiesta event setup: Tuesday, July 2nd during regular working hours

Fiesta event dates: Wednesday, July 3rd – Sunday, July 7th

2020 Fiestas – 4th of July is on a Saturday

Option 1

Fiesta event setup: Friday, July 3rd during regular working hours

Fiesta event dates: Saturday, July 4th – Sunday, July 5th

Option 2

Fiesta event setup: Thursday, July 2nd during regular working hours

Fiesta event dates: Friday, July 3rd – Sunday, July 5th

Option 3

Fiesta event setup: Thursday, July 2nd during regular working hours

Fiesta event dates: Friday, July 3rd – Monday, July 6th

2021 Fiestas – 4th of July is on a Sunday

Option 1

Fiesta event setup: Thursday, July 1st during regular working hours

Fiesta event dates: Friday, July 2nd – Sunday, July 4th

Option 2

Fiesta event setup: Wednesday, June 30th during regular working hours

Fiesta event dates: Thursday, July 1st – Sunday, July 4th

Option 3

Fiesta event setup: Wednesday, June 30th during regular working hours

Fiesta event dates: Thursday, July 1st – Monday, July 5th

2022 Fiestas – 4th of July is on a Monday

Option 1

Fiesta event setup: Friday, July 1st during regular working hours

Fiesta event dates: Saturday, July 2nd – Monday, July 4th

Option 2

Fiesta event setup: Thursday, June 30th during regular working hours

Fiesta event dates: Friday, July 1st – Monday, July 4th

Option 3

Fiesta event setup: Wednesday, June 29th during regular working hours

Fiesta event dates: Thursday, June 30th – Monday, July 4th

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 7/ 27/ 2016 DEPT: Transportation MEETING DATE: 8/17/2016

ITEM/TOPIC: Recommendation by Union Representatives to appoint Roy Montibon to the City of Las Vegas Labor Management Relations Board.

ACTION REQUESTED OF COUNCIL: Approval / Disapproval to appoint Roy Montibon to the City of Las Vegas Labor Management Relations Board.

BACKGROUND/RATIONALE: There is a vacancy on the City of Las Vegas Management Relation Board that the Unions have recommended to fill as per Chapter 48. Labor Management Relations Board.

STAFF RECOMMENDATION: Approve and appoint Roy Montibon to the City of Las Vegas Labor Management Relations Board.

COMMITTEE RECOMMENDATION:

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

REVIEWED AND APPROVED BY:

Tonita Gurule-Giron
MAYOR

SUBMITTER'S SIGNATURE

Richard Trujillo
CITY MANAGER

PURCHASING AGENT
(FOR BID AWARD ONLY)

H. Chico Gallegos
CITY ATTORNEY
Approved as to Legal Sufficiency Only

Approved to form 4-1-2009

July 25, 2016

Mrs. April Gonzales
Human Resource Department
City of Las Vegas
1700 N. Grand Avenue
Las Vegas, N.M. 87701

Dear Mrs. Gonzales,

AFSCME Local 2851, Las Vegas Police Officers Association Meadow City Lodge #20, and LAFF Local 4625 have convened and have decided that we would like to recommend the appointment of Mr. Roy Montibon as a representative of our Unions in the Labor Management Board. Mr. Montibon has been an active member of the community for a long time. He is well informed in labor law and other laws that govern our Union members. We have a unanimous decision to appoint Mr. Roy Montibon to the Labor Management Board.

If you have any questions or concerns please contact Floyd R. Lovato, AFSCME Local 2851 President @ (505) 426-3276. Thank you for your time.

Sincerely,

Floyd R. Lovato

Floyd R. Lovato, AFSCME Local 2851 President

Dal Cordova

David Cordova, Las Vegas Police Officers Association Meadow City Lodge #20 President

Joseph J. Garofalo

Joseph Garofalo, LAFF Local 4625 President

RECEIVED BY
HUMAN RESOURCES
7/25/16
3:20pm

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 8/ 04/ 2016 DEPT: Transportation MEETING DATE: 8/17/2016

ITEM/TOPIC: Resolution No. 16-29 City of Las Vegas Meadow City Express intent to apply of NMDOT Grant 5311

ACTION REQUESTED OF COUNCIL: Approval and adoptions of Resolution No. 16-29 authorizing City of Las Vegas Meadow City Express to submit application for NMDOT Grant 5311.

BACKGROUND/RATIONALE: City of Las Vegas Meadow City Express provides public transportation to individuals on a demand schedule. Applying for NMDOT Grant 5311 will allow services to continue.

STAFF RECOMMENDATION: Approve and adopt Resolution No. 16-29

COMMITTEE RECOMMENDATION:

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

REVIEWED AND APPROVED BY:

Tonita Gurule-Giron
MAYOR

SUBMITTER'S SIGNATURE

Richard Trujillo
CITY MANAGER

PURCHASING AGENT
(FOR BID AWARD ONLY)

H. Chico Gallegos
CITY ATTORNEY
Approved as to Legal Sufficiency Only

Approved to form 4-1-2009

CITY OF LAS VEGAS

Resolution No. 16-29

A RESOLUTION AUTHORIZING SUBMITTAL OF AN APPLICATION TO THE New Mexico DEPARTMENT OF TRANSPORTATION TRANSIT AND RAIL DIVISION FOR A PUBLIC RURAL TRANSPORTATION GRANT

WHEREAS, the City of Las Vegas Meadow City Express was designated a public rural transportation system in 1995; and

WHEREAS, since that time the City of Las Vegas Meadow City Express has applied for NMDOT Transit and Rail monies to assist with administrative, operating and capital expenses on an annual basis; and

WHEREAS, the City of Las Vegas Meadow City Express intends to submit an application for FY 2018 Section 5311 Public Transportation Grant; and

WHEREAS, the Grant application is due August 26, 2016.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF LAS VEGAS, that the City of Las Vegas hereby authorizes the submittal of an application to the New Mexico Department of Transportation Transit and Rail Division for a Section 5311 Public Rural Transportation Grant.

PASSED, APPROVED, and ADOPTED by the Governing Body at its meeting of August ___, 2016.

_____

Tonita Gurule-Giron, Mayor

ATTEST

_____

Casandra Fresquez, City Clerk

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 8/8/16 **DEPT: Community Dvlpt.** **MEETING DATE: 8/8/17**

ITEM/TOPIC: Mainstreet de Las Vegas Approval/Disapproval of FY 2017 Contract

ACTION REQUESTED OF COUNCIL: Approval/Disapproval of FY 2017 Contract for Mainstreet de Las Vegas.

BACKGROUND/RATIONALE: Mainstreet de Las Vegas has agreed to follow the National Mainstreet Organization's Four Point Approach for Design, Economic Positioning, Promotion and Professional Organization and agrees to do so for the benefit of the city/community of Las Vegas, New Mexico. A broad scope of work includes but is not limited to coordination and assistance with various funding on projects such as Railroad District, Farmers Market development, E Romero Museum, and collaboration with other Las Vegas non-profit groups for economic stimulus, beautification and quality of life projects. The scope also includes research and recommendations for Cultural Historic Preservation, vacant building and other ordinances.

STAFF RECOMMENDATION: Approve/Disapprove Contract for Mainstreet de Las Vegas, FY 2017.

COMMITTEE RECOMMENDATION:

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

Cornella Velarde

SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

Tonita Gurule-Giron

TONITA GURULE-GIRON
MAYOR

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

RICHARD TRUJILLO
CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

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

Revised 4/20/16

CONTRACT BETWEEN THE CITY OF LAS VEGAS, NEW MEXICO
AND
MAINSTREET DE LAS VEGAS

This contract entered into this _____ day of _____, 2016, and effective September 1, 2016 thru June 30, 2017, between the City of Las Vegas, New Mexico, a municipal corporation, hereinafter called the "City" and MainStreet de Las Vegas, a non-profit corporation, hereinafter called the "Contractor."

WHEREAS, the Contractor is a non-profit corporation, incorporated on September 28, 2005, whose purpose is to stimulate economic development by protecting and enhancing Las Vegas' historically and culturally significant downtown districts. Three districts exist on the National and Local Registers of Historic Places they are the Railroad District, New Town/Douglas Avenue District and Old Town/Plaza District.

WHEREAS, after successful application with New Mexico MainStreet, MainStreet de Las Vegas pledged to follow the Four Point Approach as defined by the National MainStreet Organization. The MainStreet Four Point Program contains the following elements essential to a successful program:

> ***Design:*** Developing and implementing a vision to enhance pedestrian and landscaping amenities, improved parking, wayfinding signage, façade renovations and beautification of the Corridor.
>
> ***Economic Positioning:*** Implementing assistance to business owners in the form of inventory niches, financing, and building renovation using state and federal tax credit assistance, identifying and applying for grant monies, identifying re-use of vacant buildings, and inventory of all buildings in the Corridor.
>
> ***Promotion:*** Implementing a marketing strategy to promote and market Las Vegas' historical and cultural assets and the businesses in the three historic downtown districts to bring needed Gross Receipts Tax and Lodgers Tax monies to the City.
>
> ***Organization:*** Ensuring the board and staff of MainStreet de Las Vegas operate in such a way to effectively realize the goals of MainStreet de Las Vegas through newsletters to the community, website creation and attendance at quarterly New Mexico MainStreet conferences.

WHEREAS, the City commits financial support through June 30, 2017, prorated on a monthly in an amount during contract period not to exceed **$50,000** to be paid to the Contractor under the terms and conditions of this Contract and **$5,000** in in-kind services (office space and use of Train Depot conference room).

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

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

A. SCOPE OF WORK

1. Contractor shall continue to facilitate economic positioning, to include coordination and identification of funding sources for catalytic projects, such as the Railroad District "Great Blocks on MainStreet" project, Farmers Market development at the Old Safeway Parking Lot, E. Romero Hose & Fire Building re-use as a fire truck and acequia museum, collaboration with the Las Vegas Arts Council on the re-use of the U7 building as a community art space, and assistance to the Castaneda Hotel owner with the next NMFA grant proposal for New Market Tax Credits.

2. Contractor shall follow up with the application to NMFA to update the City's Downtown Action Plan/MRA.

3. Contractor shall work with existing and potential building owners to assist with State Tax Credit applications for the renovation and re-use of buildings.

4. Contractor shall coordinate meetings with the New Mexico MainStreet consultant to review MRA/TIF financing.

5. Contractor shall coordinate/facilitate between the City of Las Vegas and PNM to move the City offices to the PNM Building in the Railroad District.

6. Contractor shall continue to manage and implement façade/streetscape improvement projects that will include providing support and assistance for Façade Squad improvements to the exterior of vacant buildings, completing the shade structure at the rear of the Bridge Street Breezeway, improving Carnegie Library exterior gutters and wood trim, implementing the Center Block Garden, researching funding opportunities for the Lion Park fountain gazebo covering, and assisting with fundraising efforts to purchase street furniture (trash receptacles, benches and trees). In addition, Contractor shall continue to collaborate on Riverwalk improvement funding opportunities.

7. Contractor shall work collaboratively with the City's Design Review Board and shall make recommendations on CH Overlay expansion within the MainStreet Corridor. Contractor shall research and recommend changes to the Cultural Historic Preservation ordinance to address uniformity of paint colors and building signage.

8. Contractor shall research and recommend changes to the Vacant Building ordinance.

9. Contractor shall maintain an updated website that includes the mission and goals of the organization, as well as past and current projects.

10. Contractor shall continue to promote businesses and events through social media to be updated weekly with project updates, community events/announcements, downtown business promotion, etc. Contractor shall continue to coordinate event planning and marketing efforts through #damnauthentic and continue as a "Brand Champion" for *Old Trails, New Adventures*.

11. Contractor shall employ a student intern to assist with website maintenance and updates, project coordination and volunteer recruitment to promote Las Vegas as a "college town."

12. Contractor shall facilitate, obtain business sponsorships/donations and manage the event "Santa in the Park" (first Saturday in December). Contractor will assure a suited Santa, and toy/gifts to be given to no less than 1,000 children. Contract will decorate the Plaza Park gazebo in such a professional manner as to assure maximum promotion of Las Vegas in photos and as a holiday destination. Contractor agrees to market and promote event at its own cost in print and social media, and in addition to marketing/promotion by the City of Las Vegas. Contractor shall promote MainStreet corridor businesses by encouraging shops to extend hours through the Santa in the Park event and parade.

13. Contractor shall respond to funding opportunities that support the Contract Scope and shall support MainStreet Capital Outlay lobbying efforts.

B. EXECUTION OF SCOPE OF WORK

Contractor shall implement the Scope of Work, as well as the goals of the City's Comprehensive Master Plan and Downtown Action Plan, through a collaborative effort between public and private sectors.

C. DELIVERABLES

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

D. ANNUAL AUDIT

Contractor shall provide a complete financial audit to the City no later than three (3) months following the last day of the fiscal year. The audit must be prepared by an independent auditor and will be paid for by the Contractor.

E. PAYMENT

Payment to the Contractor shall be prorated from the date of contract through the end of the contract and may be made on a monthly basis in a monthly amount not to $4,166.66 per month (four thousand one hundred sixty-six dollars and sixty-six cents).

Office space and use of the Train Depot Conference Room (must be prearranged with Depot staff) and will be provided as in-kind by the City totaling $5,000 ($416.66/month).

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

F. INSURANCE

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

G. HOLD HARMLESS

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

H. DISCLOSURE TO THE CITY

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

I. NO FINANCIAL INTEREST

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

J. PREJUDICE

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

K. POLITICAL ACTIVITY

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

L. ASSIGNMENT

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

M. SUBJECT TO LAWS

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

N. NO FURTHER LIABILITY

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

O. JURISDICTION

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

P. TERMINATION

The City may, with or without cause, terminate this Contract at any time upon thirty (30) days written notice of termination given to the Contractor. In such event, all finished or unfinished documents, data studies, photographs, reports and the rights to any property prepared or procured by the Contractor under this Contract shall, at the option of the City, become equitable compensation for any work satisfactorily completed through the termination date. Similarly, the Contractor may, with or without

causes, terminate this Contract upon a thirty (30) day written notice, and the City shall reimburse the Contractor for any and all expenses incurred that have not been reimbursed prior to the time of notification provided those expenses otherwise proper hereunder.

Q. ENTIRE AGREEMENT

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

R. AMENDMENT

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

S. AUTHORITY TO BIND THE CITY

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

T. INDEMNIFICATION

Contractor agrees to indemnify and defend the City from all claims, demands, actions, damages, costs, interest, attorney fees, and all other liabilities and expenses of any kind, from any source, which may arise out of the performance by Contractor of this Contract.

U. NOTICES

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

V. BRIBERY AND KICKBACKS

As required by Section 13-1-191, NMSA 1978, as amended, it should be noted that it is a third degree felony under New Mexico Law to commit the offense of bribery of a public officer or public employee Section 30-24-1, NMSA 1978, as amended; it is a third degree felony to commit the offense of demanding or receiving a bribe by a public officer or public employee, Section 30-24-2, NMSA 1978, as amended; it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks, Section 30-41-1, NMSA 1978, as amended; it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks, Section 30-41-2, NMSA 1978, as amended.

W. NEW MEXICO TORT CLAIMS ACT

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

X. 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.

Y. TERM

The term of this Contract will be **September 1, 2016 thru June 30, 2017**. Should the Contractor wish to renew this Contract, the Contractor must provide written notice to the City at least ninety (90) days prior to the anniversary date.

Z. APPEAL

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

SIGNED:

_____

Richard Trujillo, City Manager

_____

MainStreet de Las Vegas

REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY:

_____

H. Chico Gallegos, City Attorney

ATTEST:

_____

Casandra Fresquez, City Clerk

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 08/05/16 **DEPT:** Utilities Dept. **MEETING DATE:** 08/17/16

ITEM/TOPIC: Resolution No. 16-30 authorizing submittal of application for funding assistance to the New Mexico Financial Authority for the Chico Drive and 8th Street water line improvements.

ACTION REQUESTED OF COUNCIL: Approval / Disapproval of Resolution No. 16-30.

BACKGROUND/RATIONALE: The City of Las Vegas desires to replace aging lines on Chico Drive and 8th Street as these areas have been identified as areas of significant water loss.

The City of Las Vegas qualifies for $600,000 in funding from the 2017 Drinking Water State Revolving Loan Fund which includes $450,000 (75%) grant and $150,000 (25%) loan. The application along with the authorizing resolution must be submitted by September 15, 2016 to move the project forward.

STAFF RECOMMENDATION: Approval of Resolution No. 16-30.

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.

Maria Gilberry
SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

Tonita Gurule-Giron
TONITA GURULE-GIRON
MAYOR

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

RICHARD TRUJILLO
CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

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

Revised 04/20/16

UTILITIES DEPARTMENT PROJECT SUMMARY SHEET

PROJECT NAME: Chico & 8th Street Water Line Repairs **PROJECT NUMBER:** UT-WFD-2014-3

PROJECT DESCRIPTION: Water system improvements will be replacing aging lines on 8th street and Chico Dr. The 2011 PER identified these locations as areas of significant water loss. Eight Street water system improvements will include 2050 linear feet of 8" C900PVC, fire hydrants, and service assemblies. Chico Drive water system improvement will include 1,800 linear feet of 8" HDPE line, relief valves and new automated meters.

ACTION TIMELINE: 2015 – 2017

ACTIONS REQUESTED THIS SESSION:

- Complete and submit Readiness To Proceed (RTP) items.

ESTIMATED COST: **$600,000 EST.**

BUDGETED AMOUNT: DWSRLF $600,000.00

LINE ITEM NUMBER:

ACTION	DESCRIPTION	DATE
Grant/Loan/Match	DWSRLF Chico & 8th Water Line Repairs Grant (75%): $450,000.00 Loan (25%): $150,000.00 **Total Funding: $600,000.00**	08/05/2016
Engineer Services Agreements	Engineer's Inc. T.O. $60,000 EST	08/05/16
Construction Estimate	**Construction Estimate Total $600,000.00**	
Construction Bids		TBD
Engineers Recommendations		

CITY OF LAS VEGAS
RESOLUTION #16-30

AUTHORIZING THE APPLICATION FOR FINANCIAL ASSISTANCE TO THE NEW MEXICO FINANCE AUTHORITY FOR THE CITY OF LAS VEGAS CHICO DRIVE AND 8TH STREET WATER SYSTEM IMPROVEMENTS

WHEREAS, the City of Las Vegas has prioritized the water system improvements to the water lines on Chico Drive and 8th Street; and

WHEREAS, these locations were identified as areas of significant water loss; and

WHEREAS, the City of Las Vegas desires to replace aging lines in these areas; and

WHEREAS, the New Mexico Finance Authority is currently soliciting applications for financial assistance for water projects seeking funding from the 2017 State Revolving (SRF) Loan Fund funding cycle; and

WHEREAS, the City of Las Vegas is eligible to apply for funding from the New Mexico Finance Authority; and

WHEREAS, the NM Finance Authority has $600,000 in 2016 SRF funds which includes $450,000 (75%) in grant funds and $150,000 (25%) in zero percent loan funds; and

WHEREAS, the City of Las Vegas desires funding assistance to complete this project from the NM Finance Authority; and

WHEREAS, the NM Finance Authority desires to assure full support of the governing body of each entity desiring to submit such applications for funding assistance; and

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

NOW THEREFORE BE IT RESOLVED THAT THE GOVERNING BODY OF THE CITY OF LAS VEGAS approves the submission of an application for up to $600,000 to the New Mexico Water Finance Authority for funding in the 2017 State Revolving Loan Fund funding cycle.

PASSED, APPROVED and ADOPTED THIS _____ day of _____, 2016.

_____
Mayor Tonita Gurule-Giron

ATTEST:

_____
Casandra Fresquez, City Clerk

APPROVED AS TO LEGAL SUFFICIENCY ONLY

_____
H. Chico Gallegos, City Attorney

New Mexico FINANCE AUTHORITY

NMFA Use Only:	
App. #:	-DW
FA assigned:	
Fundable Priority	

DRINKING WATER STATE REVOLVING LOAN FUND
APPLICATION FOR FINANCIAL ASSISTANCE

I. GENERAL INFORMATION

A. Applicant /Entity

				Application Date:	08/05/16
Applicant/Entity:	City of Las Vegas				
Address, City, State, Zip (basic five-digit code plus four additional digits):	1700 North Grand Avenue Las Vegas, NM 87701				
County:	San Miguel			Census Tract:	
Legislative District number:		Senate:	8	House:	70
Phone:	505-454-1401	Fax:	505-425-7335	Email Address:	gilvarrym@gmail.com
Individual Completing Application:	Maria Gilvarry				
Address, City, State, Zip (basic five-digit code plus four additional digits):	905 12th Street Las Vegas, NM 87701				
Phone:	505-426-3314	Fax:	505-454-1632	Email Address:	gilvarrym@gmail.com
DUNS number:	01-123-2723			Public Water System number:	NM 3518025

B. Consulting Professionals (Bond/Legal Counsel, Architect, Engineer, etc., if available)

Name:	Engineers Inc.				
Address, City, State, Zip:	1601 Camino del Coronado Tucumcari, NM 88401				
Phone:	575-461-0181c	Fax:	575-461-0675	Email Address:	niva@engineersinc.com

C. Primary Contact Person

Name:	Maria Gilvarry				
Address, City, State, Zip:	905 12th Street Las Vegas, NM 87701				
Phone:	505-426-3314	Fax:	505-454-1632	Email Address:	gilvarrym@gmail.com

II. PROJECT SUMMARY

A. Project Description

Complete the following information, using additional paper if necessary. Include any additional documents that may be useful in reviewing this project (i.e. architectural designs, feasibility studies, a business plan, etc.)

Description of the project:

Replace aging lines on Chico Drive and 8th Street as these locations were identifed as areas of significant water loss. The 8th Street water system improvements will include 2050 feet of 8" C900 PVC, fire hydrants and 20 new service crossings to be bored with 4" casing. 23 service assemblies will include CMP canister, new 8" yoke, new meter and new automated radio read firefly.

The Chico Drive water system improvments will include 1,862 LF of 8" HDPE, new air/vacuum relief valves, new services to the west side residents to be bored with 4" casing at three locations and service assemblies will be required. All new service assemblies will include CMP canister, 8" yoke, new meter and new automated radio read firefly.

Proposed Project Start Date: January 2017

Proposed Project Completion Date: April 2017

When does the system need NMFA funds available?

January 2017

2. How will the ongoing maintenance, operation, and replacement of this project be funded?

User fees

3. Does the system have a certified operator(s)? Yes ☑ No ☐

If YES, how many? 13

4. Will this project require right-of-way acquisition? Yes ☐ No ☑

If YES, specify any right-of-way needs and whether acquisition may or may not delay the project.

5. Who will hold title to the land where the project is to be located?

The City of Las Vegas.
Right of Way - Alta Vista Regional Hospital

If this is land owned by the Bureau of Land Management or State Land Office or is Tribal Land, please attach lease agreements. If there is no clear title, attach an explanation of ownership arrangements.

6. Does this project require a joint powers agreement (JPA)? Yes ☐ No ☑

If YES, provide a copy of the JPA, which should include a list of the current membership.

7. Does the system expect an increase in service demand that would impact the capacity of the system as a result of this project? Yes ☐ No ☑

If YES, please explain.

B. Total Project Cost and Sources of Funds Detail

	DWSRLF Funds Requested	Other Public Funds*	Private Funds	TOTAL Funds
Construction Activities				
Planning and Design				$ 0.00
Construction	$ 600,000.00	$ 28,132.00		$ 628,132.00
Equipment				$ 0.00
Infrastructure Activities				
Facility Acquisition				$ 0.00
Land Acquisition				$ 0.00
Utilities (Electric, Gas, Water, etc.)				$ 0.00
Engineering and Architectural		$ 59,529.00		$ 59,529.00
Contingencies		$ 63,000.00		$ 63,000.00
Other				$ 0.00
TOTALS	$ 600,000.00	$ 150,661.00	$ 0.00	$ 750,661.00

* Specify any other public funds to be used for this project and amounts and terms of those funds, i.e. FmHA, CDBG, EPA, etc.

Source	Amount	Terms / No. of Years
	0	
TOTALS	0	

Attach a letter verifying that each non-DWSRLF funding source for this project has been approved or is in the process of being approved. Explain any exceptions.

III. FINANCING

A. Revenue

1. Specify the revenue to be pledged as security for the DWSRLF loan (a revenue source must be pledged for this type of project).

- ☐ Municipal Local Option GRT – please specify _____
- ☐ County Option GRT – please specify _____
- ☐ State-Shared GRT _____
- ☑ Net System Revenues _____
- ☐ Other Revenue _____

2. Is there an alternative revenue source available to pledge to pay debt service in the event that the primary pledged revenue is unavailable or insufficient? Yes ☐ No ☑

If YES, please specify.

3. Preferred financing term: 20 years.

B. Debt

Is any debt being repaid from the revenue source(s) referenced in A(1)? Yes ☑ No ☐

If YES, provide bond or loan documents and payment schedule(s) for any existing debt service being paid from the same revenues that are pledged as security for the DWSRLF loan.

C. Customers and Rates

1. What are the current number of customers and the current rates for the following classifications?

	No. of Customers	Rate per 6,000 gallons	Revenue Generated
Residential	5728	*Please see attached sheet for	$4,742,650.00
Commercial	735	explanation of rates	
Industrial			
Bulk	56		

2. When were the system's water rates last adjusted?

July 2015

3. Please describe the system's rate review process and frequency of review (proposed or existing)

Rates were last reviewed / adjusted in 2012. They are reviewed annually as a part of the budget process.

4. Is the system metered? Yes ☑ No ☐

If YES, what is the percentage of fully operating meters?

100

5. Are any significant changes in operational revenues or expenditures expected in the next three fiscal years that would impact the system's overall operating budget? Yes ☐ No ☑

If YES, please describe.

IV. READINESS-TO-PROCEED CHECKLIST

A. In addition, the following items are required prior to closing or disbursement of DWSRLF funds:

- [x] Categorical Execution Checklist (see Appendix D *Categorical Exclusion Checklist*)
- [x] A signed Authorizing Resolution (see Appendix C *Authorizing Resolution*)
- [ ] A detailed drawdown schedule for project payments
- [ ] Final technical information for the project, stamped and approved by a registered engineer
- [ ] Cost breakdown of the project, certified by either an engineer or architect
- [x] Preliminary Engineering Report (PER) approved by the NMFA (if applicable)
- [ ] Environmental Information Document (EID; see Appendix A) approved by the NMFA (if CE is not applicable)
- [ ] Disclosure questionnaire (if applicable)
- [ ] Area map, site map, and floor map
- [ ] Documentation showing status of right-of-way acquisition (if applicable)
- [ ] List of and copies of all required permits and licenses necessary to complete the project. Detail the status of each item, a plan of action, and time frame for completing incomplete permits and licenses.
- [ ] Is there litigation pending that would have a bearing on the project or applicant?

  Yes ☐ No ☑

  If YES, attach a summary of all circumstances relating to such litigation.

- [x] Regular meeting dates for the system's governing body(ies) that authorized this project.

  August 17, 2016

V. CERTIFICATION

The undersigned, certify that:

Each has the authority to request and incur the debt described in this application and, upon award, will enter into a contract for the repayment of any NMFA loans and/or bonds.

Each will comply with all applicable state and federal regulations and requirements.
To the best knowledge of each of the undersigned, all information contained in this application is valid and accurate and the submission of this application has been authorized by the governing body of the undersigned jurisdiction.

Jurisdiction City of Las Vegas

Highest Elected Official

_____
Signature

Tonita Gurule-Giron
Print Name

Mayor
Print Title *Date*

Finance Officer/Director

_____
Signature

Ann Marie Gallegos
Print Name

Finance Director
Print Title *Date*

III. FINANCING
C.1

City of Las Vegas Water Rates
6000 gallons

Residential

Inside City Limits	Outside City Limits
$50.24	$75.28

Small Commercial

Inside City Limits-Winter	Outside City Limits-Winter
$70.45	$105.53

Inside City Limits-Summer	Outside City Limits-Summer
$79.57	$119.21

Large Commercial

Inside City Limits-Winter	Outside City Limits-Winter
$209.02	$312.20

Inside City Limits-Summer	Outside City Limits-Summer
$218.14	$325.88

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 08/05/16 **DEPT:** Utilities Dept. **MEETING DATE:** 08/17/16

ITEM/TOPIC: Resolution No. 16-31 authorizing submittal of application for funding assistance to the New Mexico Financial Authority for the construction portion of the Cabin Site tank rehabilitation.

ACTION REQUESTED OF COUNCIL: Approval / Disapproval of Resolution No. 16-31.

BACKGROUND/RATIONALE: The City of Las Vegas desires to drain, clean, repair and paint the interior and exterior of the Cabin Site tank.

The City of Las Vegas does qualify for $841,000 in funding from the 2017 Drinking Water State Revolving Loan Fund which includes $630,750 (75%) grant and $210,250 (25%) loan. The application along with the authorizing resolution must be submitted by September 15, 2016 to move the project forward.

STAFF RECOMMENDATION: Approval of Resolution No. 16-31.

COMMITTEE RECOMMENDATION:

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

SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

TONITA GURULE-GIRON
MAYOR

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

RICHARD TRUJILLO
CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

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

Revised 04/20/16

UTILITIES DEPARTMENT PROJECT SUMMARY SHEET

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

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

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

ACTION TIMELINE: May 2014 – July 2018

ACTIONS REQUESTED THIS SESSION:

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

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

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

LINE ITEM NUMBER: 646-0000-650-8759

ACTION	DESCRIPTION	DATE
Grant/Loan/Match	3043-DW (Cabin Site-Ph I) 30k back up tank (complete) 3570-DW (Cabin Site-Ph II) Scheduled Grant (75%): $69,806 Subsidy Amount Loan (25%): $81,694 DWSRLF (Cabin Site-Ph III) Grant (75%) $630,750.00 Loan (25%) $210,250.00 **Total Funding Ph III: $841,000**	3043-DW Complete 3570-DW In Progress
Engineer Services Agreements	Contract 2679-13, SRF2911 T.O. 2013-3 $115,649.61 (Luna/Valencia Tank Rehab) T.O. Est. $15-20,000 T.O. 2911-25 $36,000.00 EST	10/13-5/16
Construction Estimate	Ph I: New 30,000 Tank $128,157.29 Ph II: Drain, Inspect, Clean, Bid Docs $150,000.00 Ph III: Cabin Site Tank Rehabilitation $900,000.00 EST. **Construction Estimate Total $1,078,157.20**	10/13-5/16
Construction Bids	Camp Luna Tank Rehabilitation - $955,447.41 Cabin Site Tank: Lot 3 128,857 (Bid Opening 2015-17)	1/21/15
Engineers Recommendations	Install 30k supplemental tank to provide service while 5mg tank is out of service and to drain/inspect 5mg tank	

CITY OF LAS VEGAS
RESOLUTION #16-31

AUTHORIZING THE APPLICATION FOR FINANCIAL ASSISTANCE TO THE NEW MEXICO FINANCE AUTHORITY FOR THE CITY OF LAS VEGAS CABIN SITE TANK REHABILITATION

WHEREAS, the City of Las Vegas has prioritized the rehabilitation of the Cabin Site Tank; and

WHEREAS, the tank was constructed in 1975 and last inspected by divers in 2013 and is in need of rehabilitation due to corroded bolts and build up of sediment; and

WHEREAS, the New Mexico Finance Authority is currently soliciting applications for financial assistance for water projects seeking funding from the 2017 Drinking Water State Revolving Loan Fund (DWSRLF) funding cycle; and

WHEREAS, the City of Las Vegas is eligible to apply for funding from the New Mexico Finance Authority; and

WHEREAS, the NM Finance Authority has $841,000 in 2017 SRF funds which includes $630,750 (75%) in grant funds and $210,250 (25%) in zero percent loan funds; and

WHEREAS, the City of Las Vegas desires to drain, clean, repair, paint the interior and exterior and replace the rafter bolts of the Cabin Site tank; and

WHEREAS, the City of Las Vegas desires funding assistance to complete this project from the NM Finance Authority; and

WHEREAS, the NM Finance Authority desires to assure full support of the governing body of each entity desiring to submit such applications for funding assistance; and

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

NOW THEREFORE BE IT RESOLVED THAT THE GOVERNING BODY OF THE CITY OF LAS VEGAS approves the submission of an application for up to $841,000 to the New Mexico Water Finance Authority for funding in the 2017 State Revolving Loan Fund funding cycle.

PASSED, APPROVED and ADOPTED THIS _____ day of _____, 2016.

_____
Mayor Tonita Gurule-Giron

ATTEST:

_____
Casandra Fresquez, City Clerk

APPROVED AS TO LEGAL SUFFICIENCY ONLY

_____
H. Chico Gallegos, City Attorney

New Mexico FINANCE AUTHORITY

NMFA Use Only:	
App. #:	-DW
FA assigned:	
Fundable Priority	

DRINKING WATER STATE REVOLVING LOAN FUND
APPLICATION FOR FINANCIAL ASSISTANCE

I. GENERAL INFORMATION

A. Applicant /Entity

				Application Date:	08/05/16
Applicant/Entity:	City of Las Vegas				
Address, City, State, Zip (basic five-digit code plus four additional digits):	1700 North Grand Avenue Las Vegas, NM 87701				
County:	San Miguel			Census Tract:	
Legislative District number:		Senate:	8	House:	70
Phone:	505-454-1401	Fax:	505-425-7335	Email Address:	gilvarrym@gmail.com
Individual Completing Application:	Maria Gilvarry				
Address, City, State, Zip (basic five-digit code plus four additional digits):	905 12th Street Las Vegas, NM 87701				
Phone:	505-426-3314	Fax:	505-454-1632	Email Address:	gilvarrym@gmail.com
DUNS number:	01-123-2723			Public Water System number:	NM 3518025

B. Consulting Professionals (Bond/Legal Counsel, Architect, Engineer, etc., if available)

Name:	Molzen Corbin & Associates				
Address, City, State, Zip:	2701 Miles Road SE Albuquerque, NM 87106				
Phone:	505-242-5700	Fax:	505-242-0673	Email Address:	dalbin@molzencorbin.com

C. Primary Contact Person

Name:	Maria Gilvarry				
Address, City, State, Zip:	905 12th Street Las Vegas, NM 87701				
Phone:	505-426-3314	Fax:	505-454-1632	Email Address:	gilvarrym@gmail.com

II. PROJECT SUMMARY

A. Project Description

Complete the following information, using additional paper if necessary. Include any additional documents that may be useful in reviewing this project (i.e. architectural designs, feasibility studies, a business plan, etc.)

Description of the project:

The Cabin Site Tank will be drained and cleaned of debris. The rafter bolts will be replaced with stainless steel bolts and the cathodic protection system will be replaced. The interior and exterior of the tank will be painted to remove rust deposits.

Proposed Project Start Date: February 2017

Proposed Project Completion Date: June 2017

When does the system need NMFA funds available?

February 2017

2. How will the ongoing maintenance, operation, and replacement of this project be funded?

User fees

3. Does the system have a certified operator(s)? Yes ☑ No ☐

If YES, how many? 13

4. Will this project require right-of-way acquisition? Yes ☐ No ☑

If YES, specify any right-of-way needs and whether acquisition may or may not delay the project.

5. Who will hold title to the land where the project is to be located?

City of Las Vegas

If this is land owned by the Bureau of Land Management or State Land Office or is Tribal Land, please attach lease agreements. If there is no clear title, attach an explanation of ownership arrangements.

6. Does this project require a joint powers agreement (JPA)? Yes ☐ No ☑

If YES, provide a copy of the JPA, which should include a list of the current membership.

7. Does the system expect an increase in service demand that would impact the capacity of the system as a result of this project? Yes ☐ No ☑

If YES, please explain.

B. Total Project Cost and Sources of Funds Detail

	DWSRLF Funds Requested	Other Public Funds*	Private Funds	TOTAL Funds
Construction Activities				
Planning and Design				$ 0.00
Construction	$ 805,000.00			$ 805,000.00
Equipment				$ 0.00
Infrastructure Activities				
Facility Acquisition				$ 0.00
Land Acquisition				$ 0.00
Utilities (Electric, Gas, Water, etc.)				$ 0.00
Engineering and Architectural		$ 36,000.00		$ 36,000.00
Contingencies				$ 0.00
Other				$ 0.00
TOTALS	$ 805,000.00	$ 36,000.00	$ 0.00	$ 841,000.00

* Specify any other public funds to be used for this project and amounts and terms of those funds, i.e. FmHA, CDBG, EPA, etc.

Source	Amount	Terms / No. of Years
	0	
TOTALS	0	

Attach a letter verifying that each non-DWSRLF funding source for this project has been approved or is in the process of being approved. Explain any exceptions.

III. FINANCING

A. Revenue

1. Specify the revenue to be pledged as security for the DWSRLF loan (a revenue source must be pledged for this type of project).

- ☐ Municipal Local Option GRT – please specify _____
- ☐ County Option GRT – please specify _____
- ☐ State-Shared GRT _____
- ☑ Net System Revenues _____
- ☐ Other Revenue _____

2. Is there an alternative revenue source available to pledge to pay debt service in the event that the primary pledged revenue is unavailable or insufficient? Yes ☐ No ☑

If YES, please specify.

3. Preferred financing term: 20 years.

B. Debt

Is any debt being repaid from the revenue source(s) referenced in A(1)? Yes ☑ No ☐

If YES, provide bond or loan documents and payment schedule(s) for any existing debt service being paid from the same revenues that are pledged as security for the DWSRLF loan.

C. Customers and Rates

1. What are the current number of customers and the current rates for the following classifications?

	No. of Customers	Rate per 6,000 gallons	Revenue Generated
Residential	5728	*Please see attached sheet for	$4,742,650.00
Commercial	735	explanation of rates	
Industrial			
Bulk	56		

2. When were the system's water rates last adjusted?

July 2015

3. Please describe the system's rate review process and frequency of review (proposed or existing)

Rates were last reviewed / adjusted in 2012. They are reviewed annually as a part of the budget process.

4. Is the system metered? Yes ☑ No ☐

If YES, what is the percentage of fully operating meters?

100

5. Are any significant changes in operational revenues or expenditures expected in the next three fiscal years that would impact the system's overall operating budget? Yes ☐ No ☑

If YES, please describe.

IV. READINESS-TO-PROCEED CHECKLIST

A. In addition, the following items are required prior to closing or disbursement of DWSRLF funds:

- [x] Categorical Execution Checklist (see Appendix D *Categorical Exclusion Checklist*)
- [x] A signed Authorizing Resolution (see Appendix C *Authorizing Resolution*)
- [ ] A detailed drawdown schedule for project payments
- [ ] Final technical information for the project, stamped and approved by a registered engineer
- [ ] Cost breakdown of the project, certified by either an engineer or architect
- [ ] Preliminary Engineering Report (PER) approved by the NMFA (if applicable)
- [ ] Environmental Information Document (EID; see Appendix A) approved by the NMFA (if CE is not applicable)
- [ ] Disclosure questionnaire (if applicable)
- [ ] Area map, site map, and floor map
- [ ] Documentation showing status of right-of-way acquisition (if applicable)
- [ ] List of and copies of all required permits and licenses necessary to complete the project. Detail the status of each item, a plan of action, and time frame for completing incomplete permits and licenses.
- [ ] Is there litigation pending that would have a bearing on the project or applicant?

  Yes ☐ No ☑

  If YES, attach a summary of all circumstances relating to such litigation.

- [x] Regular meeting dates for the system's governing body(ies) that authorized this project.
  August 17, 2016

V. CERTIFICATION

The undersigned, certify that:

Each has the authority to request and incur the debt described in this application and, upon award, will enter into a contract for the repayment of any NMFA loans and/or bonds.

Each will comply with all applicable state and federal regulations and requirements.
To the best knowledge of each of the undersigned, all information contained in this application is valid and accurate and the submission of this application has been authorized by the governing body of the undersigned jurisdiction.

Jurisdiction City of Las Vegas

Highest Elected Official

_____
Signature

Tonita Gurule-Giron
Print Name

Mayor
Print Title *Date*

Finance Officer/Director

_____
Signature

Ann Marie Gallegos
Print Name

Finance Director
Print Title *Date*

III. FINANCING
C.1

City of Las Vegas Water Rates
6000 gallons

Residential

Inside City Limits	Outside City Limits
$50.24	$75.28

Small Commercial

Inside City Limits-Winter	Outside City Limits-Winter
$70.45	$105.53

Inside City Limits-Summer	Outside City Limits-Summer
$79.57	$119.21

Large Commercial

Inside City Limits-Winter	Outside City Limits-Winter
$209.02	$312.20

Inside City Limits-Summer	Outside City Limits-Summer
$218.14	$325.88

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 08/05/16 **DEPT:** Utilities Dept. **MEETING DATE:** 08/17/16

ITEM/TOPIC: Resolution No. 16-32 authorizing submittal of application for funding assistance to the New Mexico Financial Authority for the North Grand Avenue water line system improvements.

ACTION REQUESTED OF COUNCIL: Approval / Disapproval of Resolution No. 16-32.

BACKGROUND/RATIONALE: The City of Las Vegas desires to install new water lines which will allow looping of the existing water lines and will eliminate dead end lines on North Grand Avenue.

The City of Las Vegas does qualify for $354,000 in funding from the Drinking Water State Revolving Loan Fund which includes $265,500 (75%) grant and $88,500 (25%) loan. The application along with the authorizing resolution must be submitted by September 15, 2016 to move the project forward.

STAFF RECOMMENDATION: Approval of Resolution No. 16-32.

COMMITTEE RECOMMENDATION:

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

SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

TONITA GURULE-GIRON
MAYOR

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

RICHARD TRUJILLO
CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

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

Revised 04/20/16

UTILITIES DEPARTMENT PROJECT SUMMARY SHEET

PROJECT NAME: North Grand Ave Waterline Improvement **PROJECT NUMBER:** UT-WFD-2014-3

PROJECT DESCRIPTION: Construction of new water lines to loop existing water and eliminate dead ends. Segment number one will include a new 8" water line on Grand Avenue, which will connect the south end of the existing 12" line south of Legion Drive and the north end of the existing 8' line north of Mountain View Drive. Segment number two will include a new 8" water line that will connect the existing 8" water line on the east side of the city recreation center, across the east side of Grand Ave. then north to the south end of the existing waterline north of City Hall. The existing water service to City Hall will be moved from pressure zone B to pressure zone 3.

ACTION TIMELINE: 2015 – 2017

ACTIONS REQUESTED THIS SESSION:

- Complete and submit Readiness To Proceed (RTP) items.

ESTIMATED COST: **$400,000 EST. (2011 PER)**

BUDGETED AMOUNT: **DWSRLF $354,000.00**

LINE ITEM NUMBER: **646-0000-650-8738**

ACTION	DESCRIPTION	DATE
Grant/Loan/Match	DWSRLF North Grand Ave. Waterline Improvements Grant (75%): $265,500 Loan (25%): $88,500 **Total Funding Ph III: $354,000**	08/05/2016
Engineer Services Agreements	Contract 2911-8 T.O. 2911-8 $20,000- 36,000 EST	08/05/16
Construction Estimate	**Construction Estimate Total $364,000.00**	10/13-5/16
Construction Bids		TBD
Engineers Recommendations		

8/8/2016 1:04 PM

CITY OF LAS VEGAS
RESOLUTION #16-32

AUTHORIZING THE APPLICATION FOR FINANCIAL ASSISTANCE TO THE NEW MEXICO FINANCE AUTHORITY FOR THE CITY OF LAS VEGAS NORTH GRAND AVENUE WATER LINE SYSTEM IMPROVEMENTS

WHEREAS, the City of Las Vegas has prioritized the improvements to the North Grand Avenue water lines; and

WHEREAS, these improvements will assist with looping lines and eliminating dead end lines; and

WHEREAS, the New Mexico Finance Authority is currently soliciting applications for financial assistance for water projects seeking funding from the 2017 Drinking Water State Revolving Loan Fund (DWSRLF) funding cycle; and

WHEREAS, the City of Las Vegas is eligible to apply for funding from the New Mexico Finance Authority; and

WHEREAS, the NM Finance Authority has $354,000 in 2017 SRF funds which includes $265,000 (75%) in grant funds and $88,500 (25%) in zero percent loan funds; and

WHEREAS, the City of Las Vegas desires to install new water lines which will allow looping of existing water lines and will eliminate dead end lines; and

WHEREAS, the City of Las Vegas desires funding assistance to complete this project from the NM Finance Authority; and

WHEREAS, the NM Finance Authority desires to assure full support of the governing body of each entity desiring to submit such applications for funding assistance; and

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

NOW THEREFORE BE IT RESOLVED THAT THE GOVERNING BODY OF THE CITY OF LAS VEGAS approves the submission of an application for up to $354,000 to the New Mexico Water Finance Authority for funding in the 2017 State Revolving Loan Fund funding cycle.

PASSED, APPROVED and ADOPTED THIS _____ day of _____, 2016.

_____
Mayor Tonita Gurule-Giron

ATTEST:

_____
Casandra Fresquez, City Clerk

APPROVED AS TO LEGAL SUFFICIENCY ONLY

_____
H. Chico Gallegos, City Attorney

New Mexico FINANCE AUTHORITY

NMFA Use Only:	
App. #:	-DW
FA assigned:	
Fundable Priority	

DRINKING WATER STATE REVOLVING LOAN FUND
APPLICATION FOR FINANCIAL ASSISTANCE

I. GENERAL INFORMATION

A. Applicant /Entity

				Application Date:	08/05/16
Applicant/Entity:	City of Las Vegas				
Address, City, State, Zip (basic five-digit code plus four additional digits):	1700 North Grand Avenue Las Vegas, NM 87701				
County:	San Miguel			Census Tract:	
Legislative District number:		Senate:	8	House:	70
Phone:	505-454-1401	Fax:	505-425-7335	Email Address:	gilvarrym@gmail.com
Individual Completing Application:	Maria Gilvarry				
Address, City, State, Zip (basic five-digit code plus four additional digits):	905 12th Street Las Vegas, NM 87701				
Phone:	505-426-3314	Fax:	505-454-1632	Email Address:	gilvarrym@gmail.com
DUNS number:	01-123-2723			Public Water System number:	NM 3518025

B. Consulting Professionals (Bond/Legal Counsel, Architect, Engineer, etc., if available)

Name:	Molzen Corbin & Associates				
Address, City, State, Zip:	2701 Miles Road SE Albuquerque, NM 87106				
Phone:	505-242-5700	Fax:	505-242-0673	Email Address:	dalbin@molzencorbin.com

C. Primary Contact Person

Name:	Maria Gilvarry				
Address, City, State, Zip:	905 12th Street Las Vegas, NM 87701				
Phone:	505-426-3314	Fax:	505-454-1632	Email Address:	gilvarrym@gmail.com

II. PROJECT SUMMARY

A. Project Description

Complete the following information, using additional paper if necessary. Include any additional documents that may be useful in reviewing this project (i.e. architectural designs, feasibility studies, a business plan, etc.)

Description of the project:

Installation of new water lines to loop existing water lines and eliminate dead end lines.

Segment number one will include a new 8" water line on Grand Avenue which will connect the South end of the existing 12" line located south of Legion Drive and the north end of the existing 8" line located north of Mountain View Drive.

Segment number two will include a new 8" water line that will connect the existing 8" water line on the east side of the City Recreation Center across to the east side of Grand Avenue then north to the south end of the existing water line north of City Hall. The existing water service to City Hall will be moved from pressure zone 3 to pressure zone 2.

Proposed Project Start Date: October 2016

Proposed Project Completion Date: January 2017

When does the system need NMFA funds available?

October 2016

2. How will the ongoing maintenance, operation, and replacement of this project be funded?

User fees

3. Does the system have a certified operator(s)? Yes ☑ No ☐

If YES, how many? 13

4. Will this project require right-of-way acquisition? Yes ☐ No ☑

If YES, specify any right-of-way needs and whether acquisition may or may not delay the project.

5. Who will hold title to the land where the project is to be located?

City of Las Vegas
State of New Mexico Department of Transportation

If this is land owned by the Bureau of Land Management or State Land Office or is Tribal Land, please attach lease agreements. If there is no clear title, attach an explanation of ownership arrangements.

6. Does this project require a joint powers agreement (JPA)? Yes ☐ No ☑

If YES, provide a copy of the JPA, which should include a list of the current membership.

7. Does the system expect an increase in service demand that would impact the capacity of the system as a result of this project? Yes ☐ No ☑

If YES, please explain.

B. Total Project Cost and Sources of Funds Detail

	DWSRLF Funds Requested	Other Public Funds*	Private Funds	TOTAL Funds
Construction Activities				
Planning and Design				$ 0.00
Construction	$ 354,000.00	$ 10,000.00		$ 364,000.00
Equipment				$ 0.00
Infrastructure Activities				
Facility Acquisition				$ 0.00
Land Acquisition				$ 0.00
Utilities (Electric, Gas, Water, etc.)				$ 0.00
Engineering and Architectural		$ 36,000.00		$ 36,000.00
Contingencies				$ 0.00
Other				$ 0.00
TOTALS	$ 354,000.00	$ 46,000.00	$ 0.00	$ 400,000.00

* Specify any other public funds to be used for this project and amounts and terms of those funds, i.e. FmHA, CDBG, EPA, etc.

Source	Amount	Terms / No. of Years
	0	
TOTALS	0	

Attach a letter verifying that each non-DWSRLF funding source for this project has been approved or is in the process of being approved. Explain any exceptions.

III. FINANCING

A. Revenue

1. Specify the revenue to be pledged as security for the DWSRLF loan (a revenue source must be pledged for this type of project).

- ☐ Municipal Local Option GRT – please specify _____
- ☐ County Option GRT – please specify _____
- ☐ State-Shared GRT _____
- ☑ Net System Revenues _____
- ☐ Other Revenue _____

2. Is there an alternative revenue source available to pledge to pay debt service in the event that the primary pledged revenue is unavailable or insufficient? Yes ☐ No ☑

If YES, please specify.

3. Preferred financing term: 20 years.

B. Debt

Is any debt being repaid from the revenue source(s) referenced in A(1)? Yes ☑ No ☐

If YES, provide bond or loan documents and payment schedule(s) for any existing debt service being paid from the same revenues that are pledged as security for the DWSRLF loan.

C. Customers and Rates

1. What are the current number of customers and the current rates for the following classifications?

	No. of Customers	Rate per 6,000 gallons	Revenue Generated
Residential	5728	*Please see attached sheet for	$4,742,650.00
Commercial	735	explanation of rates	
Industrial			
Bulk	56		

2. When were the system's water rates last adjusted?

July 2015

3. Please describe the system's rate review process and frequency of review (proposed or existing)

Rates were last reviewed / adjusted in 2012. They are reviewed annually as a part of the budget process.

4. Is the system metered? Yes ☑ No ☐

If YES, what is the percentage of fully operating meters?

100

5. Are any significant changes in operational revenues or expenditures expected in the next three fiscal years that would impact the system's overall operating budget? Yes ☐ No ☑

If YES, please describe.

IV. READINESS-TO-PROCEED CHECKLIST

A. In addition, the following items are required prior to closing or disbursement of DWSRLF funds:

- [x] Categorical Execution Checklist (see Appendix D *Categorical Exclusion Checklist*)
- [x] A signed Authorizing Resolution (see Appendix C *Authorizing Resolution*)
- [ ] A detailed drawdown schedule for project payments
- [ ] Final technical information for the project, stamped and approved by a registered engineer
- [ ] Cost breakdown of the project, certified by either an engineer or architect
- [ ] Preliminary Engineering Report (PER) approved by the NMFA (if applicable)
- [ ] Environmental Information Document (EID; see Appendix A) approved by the NMFA (if CE is not applicable)
- [ ] Disclosure questionnaire (if applicable)
- [ ] Area map, site map, and floor map
- [ ] Documentation showing status of right-of-way acquisition (if applicable)
- [ ] List of and copies of all required permits and licenses necessary to complete the project. Detail the status of each item, a plan of action, and time frame for completing incomplete permits and licenses.
- [ ] Is there litigation pending that would have a bearing on the project or applicant?

  Yes ☐ No ☑

  If YES, attach a summary of all circumstances relating to such litigation.

- [x] Regular meeting dates for the system's governing body(ies) that authorized this project.

  August 17, 2016

V. CERTIFICATION

The undersigned, certify that:

Each has the authority to request and incur the debt described in this application and, upon award, will enter into a contract for the repayment of any NMFA loans and/or bonds.

Each will comply with all applicable state and federal regulations and requirements.
To the best knowledge of each of the undersigned, all information contained in this application is valid and accurate and the submission of this application has been authorized by the governing body of the undersigned jurisdiction.

Jurisdiction City of Las Vegas

Highest Elected Official

Signature

Tonita Gurule-Giron

Print Name

Mayor

Print Title *Date*

Finance Officer/Director

Signature

Ann Marie Gallegos

Print Name

Finance Director

Print Title *Date*

III. FINANCING
C.1

City of Las Vegas Water Rates
6000 gallons

Residential

Inside City Limits	Outside City Limits
$50.24	$75.28

Small Commercial

Inside City Limits-Winter	Outside City Limits-Winter
$70.45	$105.53

Inside City Limits-Summer	Outside City Limits-Summer
$79.57	$119.21

Large Commercial

Inside City Limits-Winter	Outside City Limits-Winter
$209.02	$312.20

Inside City Limits-Summer	Outside City Limits-Summer
$218.14	$325.88