



City of Las Vegas

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

Mayor David Romero

**CITY OF LAS VEGAS
REGULAR CITY COUNCIL MEETING
October 9, 2024–Wednesday– 5:30 p.m.
City Chambers
1700 North Grand Avenue
Las Vegas, NM 87701**

AGENDA

*City Council Meetings are
Available via YouTube*

https://www.youtube.com/channel/UCNGDVGRRAL0qVevel5JYeRw?view_as=subscriber

- I. **CALL TO ORDER**
- II. **ROLL CALL**
- III. **PLEDGE OF ALLEGIANCE**
- IV. **MOMENT OF SILENCE**
- V. **APPROVAL OF AGENDA**
- VI. **PUBLIC INPUT (comments limited to topics on current agenda; not to exceed 3 minutes per person and individuals must sign up at least fifteen (15) minutes prior to meeting.)**
- VII. **MAYOR'S APPOINTMENTS/REPORTS AND RECOGNITIONS/PROCLAMATIONS**
- VIII. **COUNCILORS' REPORTS**
- IX. **CITY MANAGER'S REPORT**

David Ulibarri
Councilor Ward I

Michael Montoya
Councilor Ward 2

Barbara Casey
Councilor Ward 3

Marvin Martinez
Councilor Ward 4

X. **APPROVAL OF MINUTES (September 11th and September 18th, 2024)**

XI. **CONSENT AGENDA** (The consent agenda is approved by a single motion. Any member of the Governing Body may request an item to be moved to Business Items at the request of any Councilor with approval of the Governing Body).

None

XII. **BUSINESS ITEMS**

1. Conduct a Public Hearing and request approval of Ordinance No. 24-08, the annexation of a property located on South Grand Avenue, better known as 11 Bibb Drive in San Miguel County.

Lucas Marquez, Community Development Director Mr. Travis Regensberg has submitted an application for annexation for his property located on the Cities south end of town, the property is contiguous to our current City limits.

2. Request approval to enter into contract with the Samaritan House Inc.

Lucas Marquez, Community Development Director Mr. George Lyon, Director of the Samaritan House Inc. has approached the City of Las Vegas for assistance in providing services for the winter season for the homeless in the City of Las Vegas from November 1, 2024 through May 3, 2025 not to exceed \$58,833.00.

3. Request approval of Resolution No. 24-30 to apply for a grant offer administered by the New Mexico Department of Transportation Aviation Department and to assure matching funds in the amount of \$67,060.04 for the installation of 30,200 feet of an eight foot game fence around the City of Las Vegas Municipal Airport.

Arnold Lopez, Public Works Director The City of Las Vegas will need to contribute their share of \$67,060.04 (5%) and the New Mexico Department of Transportation's Aviation Department share being \$1,274,140.82 (95%) for a total amount of \$1,341,200.87.

4. Request approval to award Request for Bid (RFB) #2025-01 for Sodium Chloride for the Water Treatment Facility to PVS DX Inc. and enter into contract.

Travis Martinez, Water Director RFB #2025-01 was advertised in the Las Vegas Optic, Albuquerque Journal and the City Website. There were two (2) bidders, PVS DX Inc. and Technology International Inc.

5. Request approval to award Request for Bid (RFB) #2025-03 for Clarifloc C-358

(Polymer) for the Water Treatment Facility to Polydyne and enter into contract.

Travis Martinez, Water Director RFB #2025-03 was advertised in the Las Vegas Optic, Albuquerque Journal and the City Website. There were two (2) bidders, Polydyne and Turner MFG.

6. Request approval to award Request for Proposal (RFP) #2025-06 for City Attorney Services for the City of Las Vegas to Ortiz & Zamora Attorneys at Law, LLC and enter into contract.

Travis Martinez, Water Director RFP #2025-06 was advertised in the Las Vegas Optic, Albuquerque Journal and the City Website. Ortiz & Zamora Attorneys at Law, LLC was the sole proposer.

7. Request approval to award Request for Proposal (RFP) #2025-08 for Water Rights Consulting and Legal Services to the Domenici Law Firm, P.C. for the City of Las Vegas and enter into contract.

Travis Martinez, Water Director RFP #2025-08 was advertised in the Las Vegas Optic, Albuquerque Journal and the City Website. Domenici Law Firm, P.C. was the sole proposer.

8. Discussion/Direction to the Charter Commission regarding the duration of the Charter Review Commission and the term of each commission member.

Casandra Fresquez, City Clerk The Governing Body is required to adopt a resolution establishing ballot question(s). This should be adopted by end of July 2025.

XIII. EXECUTIVE SESSION

In Accordance with the New Mexico Open Meetings Act, NMSA 1978, Section 10-15-1, (H) (7) Pending or threatened litigation subject to the attorney-client privilege pertaining to threatened or pending litigation in which the public body is or may become a participant: Discussion regarding the 1995 John Kretz agreement.

Pursuant to NMSA 1978, Section 10-15-1(D), (I), the Council may convene in a closed session upon motion of any Councilor and majority vote of the Council. Any closed session shall be limited to only those subjects announced prior to the vote to convene a closed session and those subjects properly placed on the agenda, thereby affording the general public notice of the subjects to be discussed. No votes shall be taken in closed session.

XIV. ADJOURN

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

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

NOTE: A final agenda will be posted 72 hours prior to the meeting. Copies of the Agenda may be obtained from the Office of the City Clerk, 905 12th Street, Las Vegas, NM 87701 or the City's website at www.lasvegasnm.gov

MINUTES OF THE CITY OF LAS VEGAS CITY COUNCIL REGULAR MEETING HELD ON WEDNESDAY, SEPTEMBER 11, 2024 AT 5:30 P.M. IN THE CITY COUNCIL CHAMBERS.

MAYOR: David Romero

COUNCILORS: Marvin Martinez
Barbara Casey
Michael L. Montoya *arrived 5:35 pm*
David Ulibarri

ALSO PRESENT: Tim Montgomery, City Manager
Cassandra Fresquez, City Clerk
Caleb Marquez, Sergeant at Arms
Contracted City Attorney, Ambrosio Castellano

CALL TO ORDER

Mayor Romero called the meeting to order at 5:30 pm.

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Councilor Ulibarri asked for a moment of silence for Mary Bibbs who passed away and to keep her family in their prayers.

APPROVAL OF AGENDA

Mayor Romero advised that he had an amendment to the agenda to move Business Item 1 after Public Input.

Councilor Martinez made a motion to approve the agenda as amended. Councilor Casey seconded the motion. Mayor Romero asked if all were in favor. All were in favor.

PUBLIC INPUT

There was no public input.

BUSINESS ITEMS

- 1. Conduct a Public Hearing and request approval of Resolution No. 24-26 to uphold or overturn the Board of Adjustment’s decision to approve the application for a Special use permit submitted by Billy G. Rogers.

Councilor Casey made a motion to enter into a Public Hearing for Business Item 1. Councilor Ulibarri seconded the motion. Mayor Romero asked for roll call. Roll Call Vote was taken and reflected the following:

Barbara Casey	Yes	Marvin Martinez	Yes
David Ulibarri	Yes	Michael L. Montoya	Abstained

City Clerk Fresquez advised the motion carried.

City Clerk Fresquez swore in Community Development Director Lucas Marquez, Miguel Angel, Fabiola Sanchez, Georgina Ortega, Fabby Herrera-Roybal, Florence Wendy Armijo, Diana Maes, Juan Maes, Billy Rogers, Mary Gomez, Carmen Gomez, Martha Gomez, Cynthia Armijo, Twila Quintana and Ben Mondragon.

Community Development Director Marquez advised that the crematorium was taken to the Board of Adjustments by Billy G. Rogers for a Special Use Permit. Community Development Director Marquez advised that the crematorium would be placed within the existing crematorium after repairs and modifications. Community Development Director Marquez advised that it was in accordance

with City ordinances to have the crematorium there with a Special Use Permit. Community Development Director Marquez advised that it was taken to the Board of Adjustments in 2006 and it was appealed but passed. Community Development Director Marquez advised per City ordinance if a Special Use Permit is not acted upon within a year it becomes null and void. Community Development Director Marquez advised that Mr. Rogers had to start the process over.

Miguel Angel was against the application for a Special Use Permit submitted by Billy Rogers and advised that he's not aware of what is required of a crematorium and he was not informed regarding a crematorium being placed in the area. Mr. Angel voiced his concerns regarding the crematorium being built in the middle of town with westerly winds and pollution. Mr. Angel asked if the City had a feasibility study done in regards to the stability of the structure, water usage, and possible contamination of the neighborhood.

Fabiola Sanchez was against the application for a Special Use Permit submitted by Billy Rogers and advised that she was the one who filed the appeal. Ms. Sanchez spoke about a report from the cremation society of Milwaukee that stated cremation releases mercury, plutonium, carbon dioxide and carbon monoxide into the air. Ms. Sanchez advised that regulations state that the building must conform with regulatory and zoning provisions. Ms. Sanchez voiced her concerns regarding the smoke from the crematorium affecting neighbors and the city. Ms. Sanchez asked Council to regulate the crematorium admissions of hazardous pollutants and not allow the operation of a crematorium within two miles of city limits.

Georgina Ortega was against the application for a Special Use Permit submitted by Billy Rogers and voiced her concerns regarding the air quality and feasibility studies. Ms. Ortega discussed her concerns regarding the emitting pollutants and an elementary school being nearby.

Fabby Herrera-Roybal was against the application for a Special Use Permit submitted by Billy Rogers and voiced her concerns regarding the effects the crematorium could have on younger children and placing it outside city limits instead of inside city limits.

Diana Maes was in favor of the application for a Special Use Permit submitted by Billy Rogers and discussed the time it took for her family member to be cremated

out of town and the strain it put on her family. Ms. Maes advised that she's seen crematoriums in Santa Fe within residential areas and hasn't heard of any complaints of hazardous pollutants. Ms. Maes advised that Billy and Brenda wouldn't be pushing the project forward had they not had all the facts.

Juan Maes was in favor of the application for a Special Use Permit submitted by Billy Rogers and advised that he's worked with Billy Rogers for nine years. Mr. Maes advised that Mr. Rogers wants to help the community so people won't have to travel in bad weather. Mr. Maes advised that there's a school next to a crematorium in Santa Fe and Espanola has one right by the river.

Billy Rogers the owner of Gonzales Funeral Home & Cremations was in favor of the application for a Special Use Permit and advised that the emissions would be minimal with low sound, no smoke and no odor. Mr. Rogers discussed a study regarding cremations, mercury and other crematoriums in NM that are located in residential areas. Mr. Rogers advised prior to opening, a report would be sent to the Environmental department for approval, the NM Board of Funeral Service would then inspect the crematorium and if approved would be issued a license to operate. Mr. Rogers advised that the NM Board of Funeral Service would inspect the funeral home and the crematory once a year.

Mary Gomez gave her time to Fabiola Sanchez, Ms. Sanchez advised that she spoke with the EPA office in Santa Fe and Dallas regarding no regulations or monitoring of crematories. Ms. Sanchez advised that she asked why and they stated that the human body was not considered hazardous waste. Ms. Sanchez asked to consider not building in a residential area and to have air quality monitoring.

Carmen Gomez gave her time to Fabiola Sanchez, Ms. Sanchez discussed reports by cremation societies regarding crematories not using filters. Ms. Sanchez advised that she spoke with EPA and they said that they depend on municipalities to set their own air quality controls.

Martha Gomez was against the application for a Special Use Permit submitted by Billy Rogers and voiced her concerns in regards to it not being a good idea for a crematorium to be in a residential area.

Cynthia Armijo was against the application for a Special Use Permit submitted by Billy Rogers and advised that she had respect for both Billy and Brenda Rogers. Ms. Armijo advised that the community has gone through many devastations and was appreciative of them wanting to do something for the community. Ms. Armijo voiced her concerns regarding a feasibility study and other health risk studies done before allowing a crematorium to be placed within a residential area. Ms. Armijo advised that she worries about the long-term effects.

Twila Quintana was against the application for a Special Use Permit submitted by Billy Rogers and discussed her research regarding regulations associated with the communities that have crematoriums. Ms. Quintana discussed the beauty of Las Vegas and her concerns regarding the effects of harmful toxins from crematoriums.

Florence Armijo was against the application for a Special Use Permit submitted by Billy Rogers and voiced her concerns in regards to having a crematorium in her backyard. Ms. Armijo voiced her concerns regarding the process of completing the application and advised that she was not aware of signage posted and she was not notified about the crematorium.

Ben Mondragon was against the application for a Special Use Permit submitted by Billy Rogers. Mr. Mondragon advised that he understood the need for the service but voiced his concerns regarding the location not being appropriate for a crematorium, having less quality of life because of it and the effects of harmful chemicals and smoke.

Councilor Casey made a motion to close the Public Hearing and reconvene into regular session. Councilor Martinez seconded the motion. Mayor Romero asked for roll call. Roll Call Vote was taken and reflected the following:

David Ulibarri	Yes	Michael L. Montoya	Yes
Barbara Casey	Yes	Marvin Martinez	Yes

City Clerk Fresquez advised the motion carried.

1. Conduct a Public Hearing and request approval of Resolution No. 24-26 to uphold or overturn the Board of Adjustment's decision to approve the application for a Special use permit submitted by Billy G. Rogers.

Councilor Martinez advised that the current Mayor and Council did not approve the prior application for a Special use permit in 2006. Councilor Martinez asked if a public hearing was held for the public regarding the special use permit.

Community Development Director Lucas Marquez advised that they did post a sign on the property, they went door to door and hand delivered letters that were within a hundred foot radius of the property. Community Development Director Marquez advised that they are not obligated to notify those who were outside of the hundred foot radius. Community Development Director Marquez advised that they also advertised the Notice of a Public Hearing in the Las Vegas Optic, it was announced on radio stations, and it was posted on the door at City Hall and at 500 Railroad Avenue.

Councilor Casey thanked everyone for being there and those who spoke on the item. Councilor Casey advised that she has respect for Mr. and Mrs. Rogers and for their service to the community. Councilor Casey voiced her concerns regarding the effects of mercury and she shared her experience with coming in contact with mercury as a child along with twenty three other people and later all of them were diagnosed with Lupus, including herself. Councilor Casey advised that San Miguel County had one of the highest incidences of Lupus in the nation. Councilor Casey advised that she doesn't want to stop progress or hurt anyone financially and she believes that a crematorium is necessary. Councilor Casey advised that the crematorium should be away from the population so mercury and other particles in the air don't end up in the Water Treatment Plant. Councilor Casey advised that she doesn't want to feel like they as a community allowed that to happen and suggested having a study done to determine where the best location for a crematorium could be. Councilor Casey advised that she wants a community that is safe for everyone.

Councilor Ulibarri asked if all the paperwork was in place.

Community Development Director Marquez advised yes, Mr. Rogers went through the City of Las Vegas for a Special Use Permit for the crematorium and Mr. Rogers went through Planning & Zoning to get clearance to proceed with the State to commence construction and the State would then inspect the building.

Councilor Ulibarri advised that about seventy to eighty percent of people in the community burn wood during the winter and everyone inhales the smoke. Councilor Ulibarri advised that if Mr. Rogers has the right equipment then there shouldn't be any problems.

Councilor Montoya thanked everyone for their input, and advised that the Board of Adjustments approved the Special Use Permit and it was their recommendation to Council. Councilor Montoya advised that staff followed the process with notifying those within one hundred feet as per the ordinance. Councilor Montoya advised that most of those who signed the petition were outside the one hundred foot radius and throughout the community. Councilor Montoya advised that the regulations and building inspections are done by the State. Councilor Montoya advised that he was part of the Council in 2006 and he was one of eight that approved the Special Use Permit then. Councilor Montoya advised that he still agrees with his decision from 2006 and advised that evidence shows it's not harmful and things that are thrown in the trash are more harmful than what comes out of a crematorium. Councilor Montoya thanked Mr. and Mrs. Rogers for providing that service to the community. Councilor Montoya asked Contracted City Attorney Ambrosio Castellano if the permit would stay with the business should there be a change in ownership or would the new owner have to reapply.

Contracted City Attorney Ambrosio Castellano advised that it would follow the business per City ordinance as long as the business is operating. Mr. Castellano advised that the ordinance also states should the business cease operations for six months the Special Use Permit at that point is void.

Councilor Montoya advised that it's a service that is needed.

Mayor Romero asked for the record if everything was followed as per the ordinance such as posting a sign on the property, notification and if the attorney was involved.

Contracted City Attorney Ambrosio Castellano advised after reviewing the file, it appeared that everything was followed as far as notice, there was sufficient notice of the public hearing for the Board of Adjusters, the sign was posted and hand deliveries were done. Mr. Castellano advised everything was followed as per City ordinance.

Mayor Romero asked if the crematorium would be up to EPA standards.

Mr. Rogers advised that a report would have to be submitted to the Environmental Protection Agency for their review.

Mayor Romero asked what the life span was of the crematorium.

Mr. Rogers advised that the Board of Funeral Service does yearly inspections and would be maintained after every one hundred cases.

Mr. Castellano advised Council should they choose they could have conditions that need to be met under the Special Use Permit.

Discussion took place regarding the business being commercially zoned and the need for this type of service in the community.

Mayor Romero asked Mr. Castellano if there was anything in State Statute regarding crematorium requirements.

Mr. Castellano advised there was nothing regulating emissions, they do have to go through the occupational license statutes, and through the Regulation Licensing Division for inspections.

Mayor Romero asked if the State Fire Marshal and the City Fire department would be involved.

Fire Chief Spann advised both would be involved to ensure all regulations are met and CID would inspect the installation.

Councilor Montoya made a motion to approve Resolution No. 24-26 to uphold the Board of Adjustment's decision to approve the application for a Special use permit submitted by Billy G. Rogers. Councilor Martinez seconded the motion.

Resolution 24-26 was presented as follows: *Due to the length of the document, a complete copy may be obtained from the City of Las Vegas, City Clerk's Office.*

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

David Ulibarri	Yes	Michael L. Montoya	Yes
Barbara Casey	No	Marvin Martinez	Yes

City Clerk Fresquez advised the motion carried.

MAYOR'S APPOINTMENTS/REPORTS AND RECOGNITIONS/PROCLAMATIONS

Appointment of Jeff Salmon to the Tree Board.

Councilor Montoya made a motion to appoint Jeff Salmon to the Tree Board. Councilor Ulibarri seconded the motion. Mayor Romero asked for roll call. Roll Call Vote was taken and reflected the following:

Barbara Casey	Yes	Marvin Martinez	Yes
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Michael L. Montoya Yes David Ulibarri Yes

City Clerk Fresquez advised the motion carried.

Appointment of Lee Einer to the Design & Review Board.

Councilor Montoya made a motion to appoint Lee Einer to the Design & Review Board. Councilor Martinez seconded the motion. Mayor Romero asked for roll call. Roll Call Vote was taken and reflected the following:

Michael L. Montoya Yes Barbara Casey Yes
David Ulibarri Yes Marvin Martinez Yes

City Clerk Fresquez advised the motion carried.

Appointment of Star Ford to the Board of Adjustment and Planning & Zoning Commission.

Councilor Montoya made a motion to appoint Star Ford to the Board of Adjustment and Planning & Zoning Commission. Councilor Martinez seconded the motion. Mayor Romero asked for roll call. Roll Call Vote was taken and reflected the following:

David Ulibarri Yes Marvin Martinez Yes
Barbara Casey Yes Michael L. Montoya Yes

City Clerk Fresquez advised the motion carried.

Appointment of Benito Pacheco (Ward 2) to the Charter Commission.

Councilor Montoya made a motion to appoint Benito Pacheco (Ward 2) to the Charter Commission. Councilor Casey seconded the motion. Mayor Romero asked for roll call. Roll Call Vote was taken and reflected the following:

Marvin Martinez	Yes	Barbara Casey	Yes
Michael L. Montoya	Yes	David Ulibarri	Yes

City Clerk Fresquez advised the motion carried.

COUNCILORS' REPORTS

Councilor Casey advised that she has served on the Council since 2016 to 2020 and again from 2022 until next year and advised as a matter of decorum in years past, presentations were always strictly informational, never until the last few years has the Council questioned or engaged in any exchange during presentations with any presenter. Councilor Casey advised that presentations were informational and educational, if any member of the Governing Body had a question or wanted more information, that person would contact the presenter at a later day or time. Councilor Casey advised that it maintained the decorum of the meeting and of the Governing Body while ensuring presenters regardless of who they were or what their status was on a particular issue, were treated with dignity and respect. Councilor Casey requested that Mayor Romero reinstate the simple and respectful manner of conducting a presentation. Councilor Casey advised that none of the members of the Governing Body should question or engage the presenter at any time during their presentation. Councilor Casey requested that Mayor Romero reinstate and reinforce the rules of decorum that were followed in years past and that it be done immediately.

Councilor Martinez thanked Water Director Travis Martinez for taking care of Independence Avenue and also thanked those who live in the area for being patient.

Mayor Romero advised that presentations would only be presentations from here on out.

Councilor Montoya advised the Legion Drive is almost complete and thanked the Public Works department and the City Manager for ensuring that the project was completed. Councilor Montoya advised that construction takes time and asked the public to be patient as they are putting a lot of money into the city roads.

CITY MANAGER'S REPORT

City Manager Tim Montgomery discussed the following;

- Welcomed new staff to the City of Las Vegas
- City department updates
- Reservoir storage
 - Peterson 42.2 acre feet
 - Storrie Lake 1271.9 acre feet
 - Bradner 288.2 acre feet
 - City storage tanks 6.5 million gallons (4.5 days in storage)
- The Sulzer Group Disaster Recovery process
- Attended NM Municipal League Conference in Clovis, NM
- Maintaining buildings
- Personnel accountability
- Director trainings/communication
- Grant management
- City Charter update/RFP for Attorney
- ICIP submitted
- Review of ordinances
- City website needs updating

Mayor Romero thanked City Manager Montgomery for his report.

Councilor Martinez also thanked City Manager Montgomery for listening to them to ensure things are followed through and for all his hard work.

Councilor Montoya thanked City Manager Montgomery for his leadership.

Discussion took place regarding the OEM position and Ambulance services.

Councilor Ulibarri thanked City Manager Montgomery for having good directors.

PRESENTATIONS

Mayor Romero advised should there be further discussion on the presentations then they could put them on the agenda at a later date.

Athena Beshur and Alex Makowski with Seeds of Wisdom, LLC contracted by State Forestry provided a lengthy presentation in regards to developing an urban forest management plan for the City of Las Vegas and the work they've been hired to do. Mr. Makowski advised that there would be a survey for the community to see what areas need attention.

NMHU President Neil Woolf, Brandon Kempner and Aaron Flure expressed their gratitude to the Fire Chief and his staff for their assistance. Mr. Woolf provided a lengthy update on the Gene Torres Golf Course and discussed a preliminary study for the land development at the golf course regarding building one hundred fifty single family homes, one hundred twenty apartments style homes and about eighty six to eighty seven thousand square feet of commercial space.

APPROVAL OF MINUTES

Councilor Casey made a motion to approve the minutes from August 12, August 21 and August 27, 2024, with minor corrections. Councilor Ulibarri seconded the motion. Mayor Romero asked for roll call. Roll Call Vote was taken and reflected the following:

Michael L. Montoya	Yes	Marvin Martinez	Yes
Barbara Casey	Yes	David Ulibarri	Yes

City Clerk Fresquez advised the motion carried.

CONSENT AGENDA

City Clerk Fresquez read the Consent Agenda (1-6) into the record as follows:

1. Approval of Addendum #1 to Contract #4032-23 with Carroll Strategies for Public engagement campaign regarding Agua Pura.
2. Approval of Addendum #1 to Contract #4033-23 with Hay's Plumbing & Heating, Inc. for on call water & sludge transfer and temporary storage.
3. Approval of Addendum #3 to Contract #3850-22 with HDR Engineering, Inc. for water treatment plant facility planning, design and construction.

4. Approval of Addendum #1 to Contract #4010-23 with Combee Automation & Integration for professional services for Allen Bradley PLC.
5. Approval of Addendum #1 to Contract #4019-23 with Molzen/Corbin and Associates for engineering services for the Public Works Department.
6. Approval of Addendum #1 to Contract #4020-23 with Molzen/Corbin & Associates for engineering services for the City of Las Vegas Municipal Airport.

Discussion took place regarding moving Consent Item 1.

Contracted City Attorney Ambrosio Castellano advised that it should have been done during Approval of the Agenda.

Councilor Martinez made a motion to approve the Consent Agenda (1-6). Councilor Ulibarri seconded the motion. Mayor Romero asked for roll call. Roll Call Vote was taken and reflected the following:

Barbara Casey	Yes	Marvin Martinez	Yes
Michael L. Montoya	Yes	David Ulibarri	Yes

City Clerk Fresquez advised the motion carried.

BUSINESS ITEMS (cont.)

2. Conduct a Public Hearing and request approval of Resolution No. 24-24 declaring the property located at 323 ½ Mora Street, Las Vegas, New Mexico 87701 a dangerous nuisance that requires abatement.

Councilor Casey made a motion to enter into a Public Hearing for Business Item 2. Councilor Montoya seconded the motion. Mayor Romero asked for roll call. Roll Call Vote was taken and reflected the following:

David Ulibarri	Yes	Michael L. Montoya	Yes
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Barbara Casey Yes Marvin Martinez Yes

City Clerk Fresquez advised the motion carried.

City Clerk Fresquez swore in Community Development Director Lucas Marquez and Mary Gomez.

Community Development Director Marquez advised that 323 ½ Mora Street has been an issue for the last three to four years and has been red tagged numerous times. Community Development Director Marquez advised that the owner was deceased, so they went through the red tag process once more to ensure there were no heirs.

Councilor Montoya advised that the condition of the property was unacceptable and is a safety issue to the public.

Councilor Ulibarri agreed that the property was not safe.

Mary Gomez advised that she was the granddaughter of Lupe Gomez and stated that the property was not under Lupe Gomez’s name but instead was under Adonis Gomez. Ms. Gomez advised that if she could have more time to get the paperwork done she would be willing to take the property.

Councilor Casey made a motion to close the Public Hearing and reconvene into regular session. Councilor Martinez seconded the motion. Mayor Romero asked for roll call. Roll Call Vote was taken and reflected the following:

Michael L. Montoya	Yes	David Ulibarri	Yes
Barbara Casey	Yes	Marvin Martinez	Yes

City Clerk Fresquez advised the motion carried.

Mayor Romero thanked Community Development Director Marquez for following the proper abatement process.

Councilor Casey made a motion to table Business Item 2 until Ms. Gomez could do what she needed to do.

Mayor Romero asked Ms. Gomez how much time she would need.

Ms. Gomez advised about six months.

Community Development Director Marquez advised that the roof had collapsed and a wall was missing and they found people staying inside the building. Community Development Director Marquez advised that six months is too much time.

Discussion took place regarding Community Development Director Marquez recommending that Ms. Gomez go to the County to pay the past due taxes and possibly have Mr. Gomez's son quitclaim deed the property to her.

Mayor Romero advised that there was a motion to table the item and asked if there was a second.

The motion died for a lack of a second.

Councilor Montoya made a motion to approve Resolution No. 24-24 declaring the property located at 323 ½ Mora Street, Las Vegas, New Mexico 87701 a dangerous nuisance that requires abatement. Councilor Ulibarri seconded the motion.

Councilor Montoya voiced his concerns regarding health and safety concerns for the public when buildings are left abandoned.

Resolution 24-24 was presented as follows: *Due to the length of the document, a complete copy may be obtained from the City of Las Vegas, City Clerk's Office.*

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

David Ulibarri	Yes	Michael L. Montoya	Yes
Barbara Casey	Abstained	Marvin Martinez	No

City Clerk Fresquez advised the motion carried.

2. Presentation/Discussion and Approval of proposed design and suitable location for a metal art piece designed by New Mexico Highlands University (NMHU).

David Lobdell with NMHU advised that they had three proposals and were looking at the block of Lincoln between Grand and Railroad Avenue. Mr. Lobdell discussed the first piece of art being a steel forged piece with four stylized trees. Mr. Lobdell advised that the locations they were considering were at the corners on Grand Avenue and the corner of Railroad Avenue. Mr. Lobdell discussed the second proposal regarding utilizing scrap glass and slumping it into forms of aspen leaves and placing it into a steel frame attached to legs and anchored to the ground. Mr. Lobdell discussed the third piece of art being a portrait image casted in bronze of Patrick Swazye.

Erika Derkas with NMHU advised that the first art project was installed along the Gallinas Riverwalk of migratory and regional birds.

Discussion took place regarding the guidelines being followed within the MOU between the City of Las Vegas and NMHU, the City maintaining the art pieces and having more historical and film art pieces in regards to the history of Las Vegas.

Mayor Romero advised that the reasoning for the Patrick Swazye art piece was because he was part of the community and he contributed to the community.

Councilor Casey made a motion to approve the Patrick Swazye and the four stylized tree designs and advised that Councilor Montoya and Councilor Martinez

would select the third art piece. Councilor Montoya seconded the motion. Mayor Romero asked for roll call. Roll Call Vote was taken and reflected the following:

David Ulibarri	Yes	Marvin Martinez	Yes
Barbara Casey	Yes	Michael L. Montoya	Yes

City Clerk Fresquez advised the motion carried.

Public Works Director Arnold Lopez advised that the locations where the art pieces would be placed would be selected at a later date.

3. Request approval of a Memorandum of Understanding (MOU) between the Village of Pecos and the City of Las Vegas to operate and provide Senior Center Services out of the Pecos Senior Center Building.

Councilor Casey made a motion to approve the Memorandum of Understanding (MOU) between the Village of Pecos and the City of Las Vegas to operate and provide Senior Center Services out of the Pecos Senior Center Building. Councilor Ulibarri seconded the motion. Mayor Romero asked for roll call. Roll Call Vote was taken and reflected the following:

Michael L. Montoya	Yes	David Ulibarri	Yes
Barbara Casey	Yes	Marvin Martinez	Yes

City Clerk Fresquez advised the motion carried.

Mayor Romero advised that he would be placing MOUs on consent that are routine and also if it's receiving money.

4. Request approval of a Memorandum of Understanding (MOU) between the Meadow City Rebels Travel Baseball Team and the City of Las Vegas to utilize Keys Park for practice for the upcoming travel baseball season.

Councilor Casey made a motion to approve the Memorandum of Understanding (MOU) between the Meadow City Rebels Travel Baseball Team and the City of Las

Vegas to utilize Keys Park for practice for the upcoming travel baseball season. Councilor Martinez seconded the motion.

Councilor Montoya asked if they would be having games or just practice.

Parks and Recreation Director Arturo Padilla advised just practice.

Discussion took place regarding the cost for utilizing the fields, having a rental scale for all City parks and having the parks available at any time for the public.

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

Michael L. Montoya	Yes	Barbara Casey	Yes
David Ulibarri	Yes	Marvin Martinez	Yes

City Clerk Fresquez advised the motion carried.

5. Request approval of a Memorandum of Understanding (MOU) between Luna Community College Baseball and Softball Teams and the City of Las Vegas to lease Rodriguez Park turf fields for practice for the upcoming baseball season.

Councilor Montoya made a motion to approve the Memorandum of Understanding (MOU) between Luna Community College Baseball and Softball Teams and the City of Las Vegas to lease Rodriguez Park turf fields for practice for the upcoming baseball season. Councilor Casey seconded the motion. Mayor Romero asked for roll call. Roll Call Vote was taken and reflected the following:

Marvin Martinez	Yes	Michael L. Montoya	Yes
Barbara Casey	Yes	David Ulibarri	Yes

City Clerk Fresquez advised the motion carried.

6. Request approval of a Memorandum of Understanding (MOU) between the Meadow City Havoc Youth Football Team and the City of Las Vegas to lease the grass ball fields at Rodriguez Park to hold youth football practices.

Councilor Casey made a motion to approve the Memorandum of Understanding (MOU) between the Meadow City Havoc Youth Football Team and the City of Las Vegas to lease the grass ball fields at Rodriguez Park to hold youth football practices. Councilor Ulibarri seconded the motion. Mayor Romero asked for roll call. Roll Call Vote was taken and reflected the following:

Barbara Casey	Yes	Michael L. Montoya	Yes
David Ulibarri	Yes	Marvin Martinez	Yes

City Clerk Fresquez advised the motion carried.

7. Request approval of a Memorandum of Understanding (MOU) between the Northern Elite Travel Baseball Team and the City of Las Vegas to utilize the grass adult softball field at Rodriguez Park for the duration of the season.

Councilor Casey made a motion to approve the Memorandum of Understanding (MOU) between the Northern Elite Travel Baseball Team and the City of Las Vegas to utilize the grass adult softball field at Rodriguez Park for the duration of the season. Councilor Ulibarri seconded the motion. Mayor Romero asked for roll call. Roll Call Vote was taken and reflected the following:

Michael L. Montoya	Yes	Marvin Martinez	Yes
Barbara Casey	Yes	David Ulibarri	Yes

City Clerk Fresquez advised the motion carried.

8. Request approval of a Memorandum of Understanding (MOU) between the Wolfpack Travel Baseball Team (WTBT) to utilize the Majors field at Keyes Park for the duration of the WTBT season.

Councilor Casey made a motion to approve the Memorandum of Understanding (MOU) between the Wolfpack Travel Baseball Team (WTBT) to utilize the Majors field at Keyes Park for the duration of the WTBT season. Councilor Ulibarri seconded the motion. Mayor Romero asked for roll call. Roll Call Vote was taken and reflected the following:

Marvin Martinez	Yes	Barbara Casey	Yes
Michael L. Montoya	Yes	David Ulibarri	Yes

City Clerk Fresquez advised the motion carried.

9. Request approval of Resolution No. 24-25 Budget Adjustment Resolution.

Finance Director Morris Madrid provided a lengthy discussion regarding the budget adjustment.

Councilor Montoya advised that the Finance Committee recommended approval.

Councilor Montoya made a motion to approve Resolution No. 24-25 Budget Adjustment Resolution. Councilor Casey seconded the motion.

Resolution 24-25 was presented as follows: *Due to the length of the document, a complete copy may be obtained from the City of Las Vegas, City Clerk's Office.*

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

David Ulibarri	Yes	Barbara Casey	Yes
Michael L. Montoya	Yes	Marvin Martinez	Yes

City Clerk Fresquez advised the motion carried.

10. Discussion of an agreement signed by the City of Las Vegas and John Kretz on December 4, 1995 for easement of property for a sanitary sewer and storm drain system.

Public Works Director Arnold Lopez began reading the easement agreement.

Contracted City Attorney Ambrosio Castellano recommended to cease discussion and continue the discussion in executive session due to possible pending or threatened litigation.

Councilor Casey made a motion to table the item until the first Council meeting in October and have it as an executive session item. Councilor Martinez seconded the motion. Mayor Romero asked for roll call. Roll Call Vote was taken and reflected the following:

David Ulibarri	Yes	Michael L. Montoya	Yes
Barbara Casey	Yes	Marvin Martinez	Yes

City Clerk Fresquez advised the motion carried.

EXECUTIVE SESSION

Councilor Martinez made a motion to convene into executive session for the purpose of discussing Collective Bargaining strategy, as permitted by section 10-15-1(H)(5) of the New Mexico Open Meetings Act, NMSA 1978, Discussion regarding the American Federation of State, County and Municipal Employees (AFSCME), Local 2851 Collective Bargaining Unit agreement. Councilor Casey seconded the motion. Mayor Romero asked for roll call. Roll Call Vote was taken and reflected the following:

Michael L. Montoya	Yes	Marvin Martinez	Yes
Barbara Casey	Yes	David Ulibarri	Yes

City Clerk Fresquez advised the motion carried.

Councilor Martinez made a motion to exit executive session and reconvene into regular session after being in executive session for the purpose of discussing Collective Bargaining strategy , as permitted by section 10-15-1(H)(5) of the New Mexico Open Meetings Act, NMSA 1978, Discussion regarding the American Federation of State, County and Municipal Employees (AFSCME), Local 2851 Collective Bargaining Unit agreement, no other items were discussed and no action was taken. Councilor Casey seconded the motion. Mayor Romero asked for roll call. Roll Call Vote was taken and reflected the following:

David Ulibarri	Yes	Marvin Martinez	Yes
Barbara Casey	Yes	Michael L. Montoya	Yes

EXECUTIVE SESSION ACTION ITEMS

1. Consideration to approve the American Federation of State, County and Municipal Employees (AFSCME), Local 2851 Collective Bargaining Unit agreement.

Councilor Casey made a motion to approve the American Federation of State, County and Municipal Employees (AFSCME), Local 2851 Collective Bargaining Unit agreement. Councilor Martinez seconded the motion. Mayor Romero asked for roll call. Roll Call Vote was taken and reflected the following:

Michael L. Montoya	Yes	Barbara Casey	Yes
David Ulibarri	Yes	Marvin Martinez	Yes

City Clerk Fresquez advised the motion carried.

ADJOURN

Councilor Casey made a motion to adjourn. Councilor Ulibarri seconded the motion. All were in favor.

City Clerk Fresquez advised the motion carried.

Meeting adjourned at 10:30 pm.

Mayor David Romero

ATTEST:

Casandra Fresquez, City Clerk

MINUTES OF THE CITY OF LAS VEGAS CITY COUNCIL REGULAR MEETING HELD ON WEDNESDAY, SEPTEMBER 18, 2024 AT 5:30 P.M. IN THE CITY COUNCIL CHAMBERS.

MAYOR: David Romero

COUNCILORS: Marvin Martinez
Barbara Casey
Michael L. Montoya
David Ulibarri ***Absent***

ALSO PRESENT: Tim Montgomery, City Manager
Casandra Fresquez, City Clerk
Caleb Marquez, Sergeant at Arms

CALL TO ORDER

Mayor Romero called the meeting to order at 5:30 pm.

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Councilor Casey asked for a moment of silence to consider all the wonderful things in Las Vegas, the beautiful history, culture, language and the people who make up the community.

Councilor Montoya asked to keep the family of Steven Gallegos who passed away in their prayers.

APPROVAL OF AGENDA

City Clerk Fresquez advised that she had a few amendments to the agenda. City Clerk Fresquez advised Business Item 1 had a typo on the \$0.50 increase to the hourly rate of pay, which shows \$.050 and it should be \$0.50. City Clerk Fresquez advised the second amendment is removal of Business Item 17 for Lodgers Tax Board recommendation for Salute to the Troops. City Clerk Fresquez advised that the last amendment is to table Business Item 14 until the first meeting on October 9th.

Mayor Romero asked if those were recommendations from City Manager Montgomery.

City Clerk Fresquez and City Manager Montgomery advised yes.

Councilor Martinez asked to move Business Item 6 to after Presentations.

Councilor Martinez made a motion to move Business Item 6 right before Consent Agenda.

City Clerk Fresquez asked if the motion included City Manager's recommendations.

Councilor Martinez advised yes.

Councilor Montoya asked for Business Item 6 to be removed completely.

Mayor Romero advised that he had a motion on the floor to approve the agenda with City Manager's recommendations and move Business Item 6 right after Presentations.

Councilor Casey seconded the motion.

Councilor Montoya made a motion to remove Business Item 6 from the agenda.

Mayor Romero advised that he already had a motion and a second on the floor. Mayor Romero asked for roll call. Roll Call Vote was taken and reflected the following:

Barbara Casey	Yes	Marvin Martinez	Yes
Michael L. Montoya	No		

City Clerk Fresquez advised the motion carried.

Councilor Montoya made a motion to remove Business Item 6 from the agenda.

Contracted City Attorney Ambrosio Castellano advised that the motion was to approve the agenda with modifications and did not include that amendment and the agenda was approved by the vote.

PUBLIC INPUT

City Clerk Fresquez advised that there was no public input.

MAYOR’S APPOINTMENTS/REPORTS AND RECOGNITIONS/PROCLAMATIONS

Mayor Romero stated for the record, the Governing Body should not be giving direction to employees and they should not be bullying employees and advised that it needs to stop. Mayor Romero advised that the only person that falls under the Governing Body is the City Manager. Mayor Romero advised that employees are covered under the Whistleblower Act. Mayor Romero further advised to follow the Chain of Command through the City Manager.

COUNCILORS’ REPORTS

Council decided to forgo their reports due to the length of the agenda.

POLICE CHIEF’S REPORT

Police Chief Caleb Marquez gave a detailed presentation regarding the statistics for the Month of August on the following:

- Field Operations Division (patrol) calls
- Communication Division (dispatch) calls
- Animal Care Center-updates/events
- Information Division/Records
- Street Crimes Division updates
- Travel/Trainings/Traffic Operation programs
- Recruitment updates
- Community Events
- Department vacancies (24)

Councilor Martinez thanked Police Chief Marquez for having traffic operations in town to target speeders.

Councilor Casey also thanked Police Chief Marquez for taking the time to not only call but meet with people to de-escalate situations.

Councilor Montoya advised that people have reported loud vehicles and speeders throughout the community and advised to keep up the good work with recruiting people.

FINANCE REPORT

Deputy Finance Director Dominic Chavez presented the revenue and expense report for the month of August. Deputy Finance Director Chavez reported in the General fund there was a deficit of \$413,462 partially related to insurance premiums being paid in August and three pay periods in the month of August. Deputy Finance Director Chavez advised in the Enterprise fund there was a deficit of \$4,207,064 due to the expense under Water (640) where they are charging all emergency procurement until a new line item was set. Deputy Finance Director Chavez advised the Recreation Center had a surplus of \$279,829, the Lodgers Tax fund had a deficit of \$11,724, the Cannabis fund had a surplus of \$18,733, the Opioid fund had a deficit of \$4,848 due to not receiving any funds this year and the FEMA fund had a surplus of \$15,706,000. Deputy Finance Director Chavez advised that the second line under revenue for FEMA should state \$140,000,000 instead of 98,000,000.

Councilor Montoya asked where they were with the funding for the Animal Shelter.

Deputy Finance Director Chavez advised that it was taken to Council and is in the budget.

PRESENTATIONS/POSSIBLE DIRECTION

Water Utilities Director Travis Martinez provided an update on Lead and Copper Rules & Revisions. Water Utilities Director Martinez advised that the City of Las Vegas was a couple of weeks ahead of schedule with letters sent out to all customers and will be completed by October 12th and all letters for the schools will also be sent out. Water Utilities Director Martinez advised that they received their inventory list, which would be sent to the attorney for review and then to EPA. Water Utilities Director Martinez discussed the Lead and Copper Act in regards to the drinking water which primarily enters through plumbing materials, health issues if exposed to lead and copper and the Lead and Copper Rule Revision requirements.

Deputy Finance Director Dominic Chavez advised that it was the recommendation of Finance Director Morris Madrid to provide Mayor and Council with an idea of what each person in the Finance department does, what their position is and who they are. Deputy Finance Director Dominic Chavez introduced himself and discussed his job duties, Anthony Trujillo introduced himself and discussed his job duties as General Accountant, Chastity Garcia introduced herself and discussed her job duties as General Accountant, Leon Trujillo introduced himself and discussed his job duties as Administrator of Computer Operations IT Technician, Anna Marie Ortega introduced herself and discussed her job duties as Accounts Payable Specialist and Jennifer Silva introduced herself and discussed her job duties as Purchasing Agent Supervisor.

BUSINESS ITEMS

6. Discussion/Direction regarding a waterline to the meat processing plant located at 27 Sale Barn Road, Las Vegas, NM.

Mayor David Romero advised that Mr. Brett Rizzi was working on purchasing the building but needed water for the facility. Mayor Romero advised that he understood there are ordinances in place but it makes no sense to give direction to the City Manager to work on the legal aspects if the Governing Body doesn't take it into consideration. Mayor Romero advised that it is only for direction to give the City Manager and staff to look into the possibilities and what falls within compliance of the ordinances and statutes.

Councilor Marvin Martinez advised that the item was brought to him by Chairman Harold Garcia. Councilor Martinez advised in the past the facility has been a meat processing plant and has had a couple of different owners. Councilor Martinez advised that he met with Chairman Garcia, Water Director Travis Martinez and Tim Hagaman to see what could be done and if the City is allowed to place a water tap at Dee Bibb Park. Councilor Martinez advised if the City allowed the water tap it would be the responsibility of the owner to get the water tap and permits to get the infrastructure in place. Councilor Martinez advised that Water Director Martinez did research regarding the amount of water usage on a weekly, monthly and annual basis.

Mr. Rizzi advised that they would be employing about 15-18 employees and would be open to the public to sell meat. Mr. Rizzi advised that he wants to make a presence in Las Vegas and advised it would be a great opportunity. Mr. Rizzi advised that he has not purchased the building and is waiting to see what the City decides regarding a waterline or the building would remain vacant. Mr. Rizzi advised that he was willing to do whatever it takes.

Councilor Martinez advised he would like to see a business come into Las Vegas that would be beneficial.

Mayor Romero advised that the item was for discussion and for the Governing Body to give direction to the City Manager so he could proceed with his staff to contact legal and things to look into to ensure they do things legally and ethically.

Councilor Montoya asked City Manager Montgomery if he was aware of the meeting between Councilor Martinez and staff.

City Manager Montgomery advised no.

Councilor Montoya advised that they had a meeting two months ago with Mayor Romero, City Manager, Mr. Rizzi and Chairman Harold Garcia at the property. Councilor Montoya advised that it was obvious that Mayor Romero was in favor and he was against it. Councilor Montoya advised that he wanted the item removed from the agenda because the City of Las Vegas has a moratorium in place where they cannot extend water lines or give water meters to anyone in the county. Councilor Montoya voiced his concerns regarding 2,800 potential customers in the ETZ zone and NMHU wanting to bring in additional housing. Councilor Montoya advised that the business would use 60,000 gallons of water a week, which would be 92 acre feet per year. Councilor Montoya voiced his concerns regarding issues with the water system.

Mayor Romero advised that the item was to give direction to the City Manager to look into all concerns. Mayor Romero advised that we are all one community regardless if they live one mile outside of town.

Mr. Rizzi advised that the meeting was about five months ago and the amount of water usage would be 600 gallons per week.

San Miguel County Commission Chairman Harold Garcia spoke on behalf of the proposed business and advised that they have discussed economic development jointly between the City and the County. Mr. Garcia advised that it makes no sense for him to be appointed to an Economic Development Committee for the City of Las Vegas if he's not able to participate on behalf of the ETZ of San Miguel County.

Mr. Garcia advised that he was a member of the community and strongly supports Economic Development within the community. Mr. Garcia advised during the flooding San Miguel County staff was there to help. Mr. Garcia voiced his concerns regarding how Tractor Supply got a meter if the moratorium was in place and the Daycare that just opened by the Drive-In. Mr. Garcia advised if help was needed inside city limits he would help and he hoped the Governing Body would also help if they needed it outside city limits. Mr. Garcia advised that he was in support of Mr. Rizzi and stated that the water meter could be installed inside the Industrial Park because its inside city limits. Mr. Garcia advised that Mr. Rizzi could tap into the water meter if installed at the Industrial Park which is allowed by ordinance.

Councilor Casey voiced her opinion on doing everything they can to promote new businesses and provide jobs for not only the Las Vegas proper but also San Miguel County residents. Councilor Casey advised based on what Mr. Rizzi stated regarding having 45 years of experience, he knows what he's doing. Councilor Casey advised that Mr. Rizzi is willing to work with the City and ensure that everything is done correctly. Councilor Casey asked if there was already a waterline in the area.

Mr. Garcia advised that there are two private lines in the area. Mr. Garcia advised that the meat plant was connected to the David Bibb waterline but the last two businesses compromised Mr. Bibb's account. Mr. Garcia advised that Mr. Bibb no longer would allow a tap onto his waterline.

Councilor Casey advised that she needed more information as to how much water would actually be used and how it would affect the water that the City provides for the community inside and ETZ areas. Councilor Casey agreed with Mr. Garcia regarding working together and advised that it would be beneficial not just for Mr. Rizzi but also for the community.

Councilor Casey made a motion to move forward and get more information on the water needs and other needs that are necessary for the business to move forward

before making a formal decision by the Council. Councilor Martinez seconded the motion.

Councilor Montoya advised that there's a reason for having a former Water Director, former City Manager and former Mayor as far as the other water taps outside of city limits. Councilor Montoya advised that he's there to take care of the citizens.

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

Barbara Casey	Yes	Michael L. Montoya	No
Marvin Martinez	Yes		

City Clerk Fresquez advised the motion carried.

CONSENT ITEMS

City Clerk Fresquez read the Consent Agenda (1-5) into the record as follows:

1. Request approval of Addendum #1 to Contract #4025-23 with Miller Engineering Consultants, Inc. for engineering services for the Public Works Department.
2. Request approval of Addendum #1 to Contract #4024-23 with Stantec Consulting Services, Inc. for engineering services for the Public Works Department.
3. Request approval to transfer two (2) 2011 animal control trucks to two other agencies, Mora County and Guadalupe County and approval to remove from the City's inventory.
4. Request approval of a Memorandum of Agreement (MOA) between the City of Las Vegas and the North Central New Mexico Economic Development District (NCNMEDD) for Government results and Opportunity (GRO) Appropriations.

5. Request approval of a Grant Agreement for the Backup Generator Project from the State of New Mexico – Department of Homeland Security and Emergency Management.

Councilor Casey made a motion to approve the Consent Agenda (1-5). Councilor Montoya seconded the motion. Mayor Romero asked for roll call. Roll Call Vote was taken and reflected the following:

Marvin Martinez	Yes	Michael L. Montoya	Yes
Barbara Casey	Yes		

City Clerk Fresquez advised the motion carried.

BUSINESS ITEMS

1. Request approval of a salary increase of \$1.50 to the regular hourly rate of pay to all non-bargaining unit employees (excluding At-Will employees) who have successfully completed a 6-month probationary period, to include part-time employees with at least one year of continuous employment with the City of Las Vegas and a \$0.50 increase to their regular hourly rate of pay at their anniversary/annual date of hire.

HR Director Darlene Arguello advised every year following the approval of bargaining unit increases, they request a salary increase for all non-bargaining unit employees. HR Director Arguello advised that it helps to stay consistent with salaries across the board. HR Director Arguello advised that the salary increase would be \$1.50 to the regular hourly rate of pay to all non-bargaining unit employees excluding At-Will employees and probationary employees. HR Director Arguello advised it would include those who completed a 6-month probationary period, part-time employees that completed at least one year of continuous employment with the City of Las Vegas and also include a \$0.50 increase to their regular hourly rate of pay at their anniversary/annual date of hire. HR Director

Arguello advised due to the elimination of longstanding vacant positions there should be no budget impact for FY 2025.

Councilor Casey made a motion to approve of a salary increase of \$1.50 to the regular hourly rate of pay to all non-bargaining unit employees (excluding At-Will employees) who have successfully completed a 6-month probationary period, to include part-time employees with at least one year of continuous employment with the City of Las Vegas and a \$0.50 increase to their regular hourly rate of pay at their anniversary/annual date of hire. Councilor Martinez seconded the motion.

Councilor Montoya asked what the average percentage was for the rate increase.

Deputy Finance Director Chavez advised between 7-10 percent.

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

Michael L. Montoya	Yes	Barbara Casey	Yes
Marvin Martinez	Yes		

City Clerk Fresquez advised the motion carried.

2. Request approval of Resolution No. 24-29 for acceptance of the FY2025 New Mexico Firefighter Recruitment Fund Grant in the amount of \$131,250.00.

Fire Chief Steven Spann advised that the New Mexico Firefighter Recruitment Fund was legislation money that was passed last year and is a one time event. Fire Chief Spann advised that the \$131,250.00 was for one paid position over a three year period. Fire Chief Spann advised that the position was in the organizational chart and was budgeted for the year and is reimbursed on a quarterly basis.

Councilor Montoya made a motion to approve Resolution No. 24-29 for acceptance of the FY2025 New Mexico Firefighter Recruitment Fund Grant in the amount of \$131,250.00. Councilor Casey seconded the motion.

Resolution 24-29 was presented as follows: *Due to the length of the document, a complete copy may be obtained from the City of Las Vegas, City Clerk's Office.*

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

Marvin Martinez	Yes	Barbara Casey	Yes
Michael L. Montoya	Yes		

City Clerk Fresquez advised the motion carried.

3. Request approval of Resolution 24-28A to accept a grant offer in the amount of \$2,218,847.64 for fiscal year 2025 Transportation Program Fund (TPF).

Public Works Director Arnold Lopez advised that the grant was administered by the NMDOT with their share being 95% and the City of Las Vegas would have a 5% match. Public Works Director Lopez advised that it was for the plan, design, construction, construction management, reconstruction, pavement rehabilitation, drainage improvements, ADA compliant curb and ramps, and miscellaneous construction to El Creston Circle.

Councilor Montoya made a motion to approve Resolution 24-28A to accept a grant offer in the amount of \$2,218,847.64 for fiscal year 2025 Transportation Program Fund (TPF). Councilor Casey seconded the motion.

Resolution 24-28A was presented as follows: *Due to the length of the document, a complete copy may be obtained from the City of Las Vegas, City Clerk's Office.*

Councilor Montoya thanked the NMDOT and City staff for working together.

Mayor Romero thanked Public Works Director Lopez and Public Works Manager Danny Gurule.

Councilor Martinez also thanked the NMDOT and City staff.

Public Works Director Lopez advised that they would be advertising bids soon.

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

Marvin Martinez	Yes	Michael L. Montoya	Yes
Barbara Casey	Yes		

City Clerk Fresquez advised the motion carried.

4. Request approval of Resolution 24-28B to apply for a match waiver in the amount of \$110,942.38 or 5% of the total project amount of \$2,218,847.64.

Councilor Martinez made a motion to approve Resolution 24-28B to apply for a match waiver in the amount of \$110,942.38 or 5% of the total project amount of \$2,218,847.64. Councilor Casey seconded the motion.

Resolution 24-28B was presented as follows: *Due to the length of the document, a complete copy may be obtained from the City of Las Vegas, City Clerk's Office.*

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

Marvin Martinez	Yes	Barbara Casey	Yes
Michael L. Montoya	Yes		

City Clerk Fresquez advised the motion carried.

5. Request approval for Out-of-State Travel for Mayor David Romero and Lucas Marquez, Community Development Director to attend the PastForward 2024 National Preservation Conference in New Orleans, Louisiana.

Consultant Robert Archuleta advised that the conference was a National Historic Conference. Mr. Archuleta advised that he wrote a grant for the E. Romero Fire Museum to include the repair of the bell structure, installation of a solar light, installation of a shade structure, repairs to the stucco in the back and repair to the second floor window that faces Bridge Street. Mr. Archuleta advised as part of the same grant, two people were allowed to attend the National Preservation Conference in New Orleans, Louisiana. Mr. Archuleta advised that he budgeted for \$6,000, \$3,000 for each person to include flights, hotel and mileage.

City Manager Montgomery advised that he was not going to be available during the dates of the conference which was why Mayor Romero and Community Development Director Lucas Marquez would be attending.

Councilor Montoya made a motion to approve Out-of-State Travel for Mayor David Romero and Lucas Marquez, Community Development Director to attend the PastForward 2024 National Preservation Conference in New Orleans, Louisiana. Councilor Martinez seconded the motion.

Councilor Casey advised that she was excited that the City of Las Vegas gets to participate and advised there are a lot of educational sessions. Councilor Casey asked where the money would be coming from.

Consultant Archuleta advised the Department of Cultural Affairs and was a Certified Local Government Grant. Mr. Archuleta advised that they qualify for 10% of funds that are passed down from the National Historic Parks Program. Mr. Archuleta advised as per the scope of work attendees must provide a trip report and receipts for all expenditures from the trip.

Councilor Casey asked if Mayor Romero and Community Development Director Marquez would provide a brief presentation regarding what they learned and information they may be able to utilize for Community Development.

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

Barbara Casey	Yes	Michael L. Montoya	Yes
Marvin Martinez	Yes		

City Clerk Fresquez advised the motion carried.

7. Discussion/Direction and Possible Action regarding Dia De Los Muertos event.

Mayor David Romero advised that he received a call from Martha Johnson regarding the previous Mayor presenting a proclamation that stated he would be taking on the event. Mayor Romero advised that after speaking with Ms. Johnson's group was asking for support from the City.

Ms. Johnson advised that she had always wanted to have a community event and last year she recruited teachers who are resourceful and creative. Ms. Johnson advised that they only expected about 30-40 people to participate and about 400 people showed up last year for the event. Ms. Johnson introduced some of the members from her group.

Jackie Aragon discussed the successful Dia De Los Muertos event from last year. Ms. Aragon advised that they hope to make the event bigger than last year and advised that they're seeking support from the City.

Councilor Casey advised that she was fortunate to attend an educational demonstration from Ms. Johnson and asked how much money they requested from Lodgers Tax.

Ms. Johnson advised she requested \$4,800, \$3,000 would be used for a group called Noelia y su Santos and the remainder would be for promoting the event. Ms. Johnson advised last year the committee financed everything for the event.

Councilor Casey advised that it's a wonderful community event and it's part of our culture.

Ms. Johnson advised that the event would be on November 2nd.

Councilor Montoya thanked Ms. Johnson and advised that the committee has done a good job with the event.

8. Request approval of Lodger's Tax Board recommendation for funding in the amount of \$3,505.63 to the Las Vegas Citizens Committee for Historic Preservation (LVCCHP) to be used for their Holiday Home Tour event.

Councilor Casey made a motion to approve Lodger's Tax Board recommendation for funding in the amount of \$3,505.63 to the Las Vegas Citizens Committee for Historic Preservation (LVCCHP) to be used for their Holiday Home Tour event. Councilor Martinez seconded the motion.

Councilor Montoya asked what City Manager Montgomery's recommendation was.

City Manager Montgomery advised that he reviewed the application and went through the budgeted items which were acceptable. City Manager Montgomery advised one member of the committee who owns the SDC Broadcasting station but he abstained from the vote.

Discussion took place regarding how many home tours they had, how much the tickets are and what the money is used for.

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

Michael L. Montoya	Yes	Marvin Martinez	Yes
Barbara Casey	Yes		

City Clerk Fresquez advised the motion carried.

- 9. Request approval of Lodger’s Tax Board recommendation for funding in the amount of \$28,461.90 to MainStreet de Las Vegas for the purchase of additional benches and trash cans to be placed within the City.

Community Development Director Lucas Marquez advised after discussing the placement of the trash cans and benches, they have to make sure they aren't placed within the historical districts and if so it would need to go through the Design & Review Board for permission.

Councilor Casey made a motion to approve Lodger’s Tax Board recommendation for funding in the amount of \$28,461.90 to MainStreet de Las Vegas for the purchase of additional benches and trash cans to be placed within the City. Councilor Martinez seconded the motion.

Councilor Montoya asked if it went before the Planning & Zoning Commission or the Design & Review Board.

Community Development Director Marquez advised no, they still need further discussion on the placement of the trash cans and benches.

Councilor Montoya voiced his concerns regarding it not going through the Design & Review Board first.

Discussion took place regarding who would maintain the trash cans and having the benches higher like the ones on the Breezeway.

Mayor Romero asked Contracted City Attorney Ambrosio Castellano if it would be fair to approve the item based on concerns.

Contracted City Attorney Castellano advised it was fair based on the way the agenda was worded for the purchase of additional benches.

Mayor Romero asked if it was the Lodgers Tax Board recommendation.

Community Development Director Marquez advised yes.

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

Barbara Casey	Yes	Michael L. Montoya	Yes
Marvin Martinez	Yes		

City Clerk Fresquez advised the motion carried.

10. Request approval of Lodger's Tax Board recommendation for funding in the amount of \$2,500.00 to Tarjama Ensemble LLC to be used with their world Dance Music Festival event.

Community Development Director Lucas Marquez advised that the request was for publicizing, advertising and promoting the event through flyers and posters.

Councilor Casey made a motion to approve Lodger's Tax Board recommendation for funding in the amount of \$2,500.00 to Tarjama Ensemble LLC to be used with their world Dance Music Festival event. Councilor Martinez seconded the motion.

Discussion took place regarding one of the Lodgers Tax Board members owning a radio station, abstaining from votes and withdrawing from conversations regarding advertisements on his radio station.

Community Development Director Marquez advised that those on the Lodgers Tax Board have abstained and stated if there's some kind of interest.

Councilor Montoya voiced his concerns regarding a conflict of interest regarding the approval from one of the Lodgers Tax Board members.

Councilor Casey asked if the old town Mission Community Center was big enough for the event.

AnaMeg York advised that the capacity at the venue was about 125. Ms. York advised she was thinking of using KUNM and KHFM, the classical music station and student station.

A lengthy discussion took place regarding someone from the Finance department and possibly an attorney being present during Lodgers Tax meetings and also what the Lodgers Tax Board can and cannot accept.

City Manager Montgomery advised that he discussed having consistency with Lodgers Tax applications with the Community Development department.

Councilor Casey suggested having some educational training for the members of the Lodgers Tax Board.

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

Marvin Martinez	Yes	Barbara Casey	Yes
Michael L. Montoya	Yes		

City Clerk Fresquez advised the motion carried.

11. Request approval of Lodger's Tax Board recommendation for funding in the amount of \$2,500.00 to the City of Las Vegas to be used with the 3 on 3 Hoops Tournament event.

Community Development Director Lucas Marquez advised that the event is new and would be a two day event in the Douglas area.

Councilor Casey made a motion to approve Lodger's Tax Board recommendation for funding in the amount of \$2,500.00 to the City of Las Vegas to be used with the 3 on 3 Hoops Tournament event. Councilor Martinez seconded the motion.

Councilor Casey advised that the application was poorly done and the application was not fully complete.

Community Development Director Marquez agreed that the application was poorly done.

Councilor Casey advised that the rules should be followed when filling out a Lodgers Tax application just like everyone else and if it is not done correctly, the application should not be considered.

Councilor Montoya agreed with Councilor Casey and advised that there was no consistency. Councilor Montoya advised when the event would take place.

Community Development Director Marquez advised possibly the end of October or November this year.

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

Michael L. Montoya

No

Barbara Casey

No

Marvin Martine No

City Clerk Fresquez advised the motion carried.

12. Request approval of Lodger’s Tax Board recommendation for funding in the amount of \$28,000.00 to the City of Las Vegas to be used with the highway Billboard for the 2024-2025 year.

Community Development Director Lucas Marquez advised that the billboard used to belong to the Las Vegas First Business Alliance and now it was given to the City of Las Vegas after the passing of John Goodwin.

Councilor Montoya made a motion to disapprove the Lodger’s Tax Board recommendation for funding in the amount of \$28,000.00 to the City of Las Vegas to be used with the highway Billboard for the 2024-2025 year. Councilor Casey seconded the motion.

Councilor Casey advised that the application doesn’t specify where on I-25 or what the billboards would be. Councilor Casey advised that John Goodwin would present the amount of each billboard, the exact location and what the billboard would look like. Councilor Casey expressed disappointment in the poor presentation of the application and asked for it to be redone with adequate information.

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

Barbara Casey	Yes	Michael L. Montoya	Yes
Marvin Martinez	Yes		

City Clerk Fresquez advised the motion carried.

13. Request approval of Lodger's Tax Board recommendation for funding in the amount of \$10,000.00 to the City of Las Vegas to be used for promotion during the Albuquerque Balloon Fiesta.

Community Development Director Lucas Marquez advised it would be for promotional items for the Balloon Fiesta, which would take place on October 5-13, 2024.

Councilor Montoya made a motion to approve Lodger's Tax Board recommendation for funding in the amount of \$10,000.00 to the City of Las Vegas to be used for promotion during the Albuquerque Balloon Fiesta. Councilor Martinez seconded the motion.

Councilor Casey asked what the two 50 in tvs with stands would be used for.

Community Development Director Marquez advised they would be displaying a 30-60 second loop of ads showing activities that happen in Las Vegas.

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

Barbara Casey	Yes	Michael L. Montoya	Yes
Marvin Martinez	Yes		

City Clerk Fresquez advised the motion carried.

15. Request approval of Lodger's Tax Board recommendation for funding in the amount of \$10,000.00 to the City of Las Vegas to be used for the Electric Light Parade.

Councilor Casey made a motion to disapprove the Lodger's Tax Board recommendation for funding in the amount of \$10,000.00 to the City of Las Vegas

to be used for the Electric Light Parade until the application is completed in a more professional manner. Councilor Martinez seconded the motion.

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

Michael L. Montoya	Yes	Barbara Casey	Yes
Marvin Martinez	Yes		

City Clerk Fresquez advised the motion carried.

16. Request approval of Lodger’s Tax Board recommendation for funding in the amount of \$50,000.00 to the City of Las Vegas to be used for Luces en el Rio.

Community Development Director Lucas Marquez advised the cost would be for decorations.

Councilor Montoya asked if there would be enough time to bring the application back fully complete and with more specific information as to what the money would be used for.

City Manager Montgomery replied yes.

Councilor Montoya made a motion to table the Lodger’s Tax Board recommendation for funding in the amount of \$50,000.00 to the City of Las Vegas to be used for Luces en el Rio until the next Council meeting. Councilor Casey seconded the motion. Mayor Romero asked for roll call. Roll Call Vote was taken and reflected the following:

Marvin Martinez	Yes	Barbara Casey	Yes
Michael L. Montoya	Yes		

City Clerk Fresquez advised the motion carried.

Mayor Romero advised that City Manager Montgomery and himself also had concerns regarding the Lodgers Tax applications but they decided to bring them before Council because they need to make a decision as a team.

18. Request approval of Lodger's Tax Board recommendation for funding in the amount of \$15,000.00 to the City of Las Vegas to be used for the Tree Lighting Ceremony.

Councilor Casey asked what happened to the decorations from previous years or if they buy new decorations every year.

Public Works Director Lopez advised that they do save the decorations from previous years depending on the condition they are in. Public Works Director Lopez advised that they purchased a conex box to store all the decorations.

Councilor Martinez voiced his concerns regarding the application being vague regarding what kind of decorations would be purchased.

Councilor Martinez made a motion to table the Lodger's Tax Board recommendation for funding in the amount of \$15,000.00 to the City of Las Vegas to be used for the Tree Lighting Ceremony until the next Council meeting. Councilor Casey seconded the motion.

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

Barbara Casey	Yes	Marvin Martinez	Yes
Michael L. Montoya	No		

City Clerk Fresquez advised the motion carried.

19. Request approval of Lodger's Tax Board recommendation for funding in the amount of \$5,000.00 to the City of Las Vegas to be used for the Turkey Trot.

Councilor Casey made a motion to table the Lodger's Tax Board recommendation for funding in the amount of \$5,000.00 to the City of Las Vegas to be used for the Turkey Trot until the next Council meeting due to the lack of itemization of the cost of each item. Councilor Martinez seconded the motion. Mayor Romero asked for roll call. Roll Call Vote was taken and reflected the following:

Michael L. Montoya	Yes	Barbara Casey	Yes
Marvin Martinez	Yes		

City Clerk Fresquez advised the motion carried.

ADJOURN

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

Meeting adjourned at 8:25 pm.

Mayor David Romero

ATTEST:

Cassandra Fresquez, City Clerk



**CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM**

Meeting Date: October 9, 2024

Date Submitted: 9/25/24

Department: Community Dev.

Item/Topic: Request to enter into public hearing to seek approval of Ordinance 24-08 the annexation of a property located on South Grand Ave better known as 11 Bibb Drive in San Miguel County

Mr. Travis Regensberg has submitted an application for annexation for his property located on the Cities south end of town, the property is contiguous to our current City limits

Fiscal Impact:

Attachments:

Committee Recommendation: On July 29, 2024 the Planning and Zoning Commission heard this case and recommended approval of the annexation. Note: Mr. Regensberg did abstain from this vote as he does sit on the Commission.


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.

Approved For Submittal By:



Department Director

Reviewed By:



Finance Director



City Manager

**CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN**

Resolution No. _____
Ordinance No. _____
Contract No. _____
Approved _____

Continued To: _____
Referred To: _____
Denied _____
Other _____

Planning and Zoning RECORD PROPER

Applicant/ Petitioner.....Travis Regensberg

Property Owner.....Travis Regensberg

Location.....11 Bibb Drive

Hearing Date..... 7/29/24

ACTION REQUESTED

Mr. Travis Regensberg has placed an application with the City of Las Vegas Planning and Zoning/Board of Adjustments and is requesting to have his 2.98 acres annexed into City limits.

BACKGROUND

The property is located at the South end of Grand Avenue and has a Legal description of S:34 T:16 R:16 according to the County Assessor's Map.

EXHIBITS

Exhibit Description, Document name, date, and number of pages
No.

1	Letter to applicant (PnZ and City Council) (2 pages)
2	Annexation Application (7 pages)
3	Survey Map with signature lines (2 pages)
4	Warranty Deed (1 Page)
5	Zoning Map (1 page)
6	Overhead Aerial of Property (1 page)
7	Assessor's map (1 page)
8	Design Review Team Comments (8 pages)
9	Pictures of Postings (2 pages)
10	Ordinance No. 24-08

Ex 1



City of Las Vegas

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

Mayor David Romero

July 22nd, 2024

Travis Regensberg
201 Olivia Road
Las Vegas NM, 87701

Dear Mr. Regensberg

This is to formally give you notice that the Planning & Zoning/Board of Adjustments will hold a Public hearing/Regular Scheduled meeting on Monday July 29th, 2024 and may recommend to approve or not approve of your submitted Annexation Application.

Staff will initially present the item to the board. At the end of the staff presentation, the case will be open to hearing. In all cases dealing with the property issues, all persons, witnesses who wish to speak for or against the issue will have to be sworn in.

If you have any questions, please feel free to contact me at (505) 454-1401, ext. 1608 or via email at: cortiz@lasvegasnm.gov

Sincerely,

Charles Ortiz

Planning & Zoning Coordinator

David Ulibarri
Councilor Ward I

Michael Montoya
Councilor Ward 2

Barbara Casey
Councilor Ward 3

Marvin Martinez
Councilor Ward 4



City of Las Vegas

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

Mayor David Romero

September 23, 2024

Mr. Travis Regensberg
201 Olivia Road
Las Vegas NM, 87701

Dear Mr. Regensberg

This is to formally give you notice that the Planning and Zoning Commission at a public hearing held on July 29, 2024 recommended approval of your application for annexation for your property located at 11 Bibb Drive.

The City Council will consider the Commissions' recommendation at their regular meeting to be held on **Wednesday, October 9, 2024 at 5:30pm** in the City Council Chambers, 1700 North Grand Avenue, Las Vegas, NM 87701

Staff will initially present the item to the Council. At the end of the staff presentation, the Mayor will open the hearing. In all cases dealing with the property issues, all persons, witnesses who wish to speak for or against the issue will have to be sworn in.

It is required that you or a representative be present at the hearing to answer any questions that the Mayor and Council may have about your application. Failure to be present may result in your application being heard at a future meeting. Staff also encourages you to speak on your behalf when given the opportunity to do so. If you choose, you may bring written statements from other parties in support of your request.

If you have any questions, please feel free to contact me at (505) 454-1401, ext. 1609 or via email at: lm Marquez@lasvegasnm.gov

Sincerely,

Lucas Marquez
Community Development Director

David Ulibarri
Councilor Ward I

Michael Montoya
Councilor Ward 2

Barbara Casey
Councilor Ward 3

Marvin Martinez
Councilor Ward 4



**CITY OF LAS VEGAS
ANNEXATION
APPLICATION
PACKET**

Annexation in New Mexico Is Governed by NMSA
(1998supp.) Sections 3-7-let. Seq. "Annexation of Territory"

ANNEXATION AND PROCESS PROCEDURE

Annexation

Annexation is the process of adding real property located in the unincorporated parts of the county into the boundaries of the City of Las Vegas. Once annexed, the property becomes fully a part of the City and realizes all benefits and services thereof. The general statute sets out three methods of annexation: Arbitration, Municipal Boundary Commission, and the Petition Method.

1. **Arbitration Method:** (Section 3-7-5 through 3-7-10 NMSA 1978) Under this method the governing body declares by resolution, that the benefits of municipal government are or can be made available within a reasonable period of time to the territory proposed to be annexed, and that the governing body proposes to annex such territory. A copy of the resolution with a plat of the territory proposed to be annexed is filed with the county clerk. Thereafter, a seven-member board of arbitration is created. Three members are elected from the territory proposed to be annexed; three members, who must be landowners in the municipality, are appointed by the municipality; and one member is selected by the six already elected or appointed. The board then decides whether the territory should be annexed.
2. **Municipal Boundary Commission Method:** (Sections 3-7-11 through 3-7-16 NMSA 1978) This second method involves the Municipal Boundary Commission. The Commission's three members are appointed by the governor; one must be a New Mexico attorney and no more than two may be of the same political party. A petition may be presented by either the municipality or a majority of land owners of the territory proposed to be annexed. NMSA 1978, Section 3-7-15 provides that the Commission is to determine if the territory may be provided with municipal services by the municipality. If these conditions are met, the Commission shall order the annexation. The commission is to order annexation for only a portion of the proposed territory if the conditions are met only for that portion.
3. **Petition Method:** (Section 3-7-17 NMSA 1978) The third method of annexation set out in the general statute, appears to be the most frequently used method. Presentation of a petition requesting annexation of territory contiguous to a municipality signed by the owners of a majority of the number acres in the contiguous territory and accompanied by a map shown in the area to be annexed and the relationship to the municipality's existing boundaries. A landlord owning a territory in the annexed area may appeal by filing in the district court within 30 days after the decision to approve or reject the annexation.

City of Las Vegas, New Mexico §450-17

- A. Whenever owners seeking the annexation of territory contiguous to the City file a petition with the City, such request shall be in accordance with NMSA 1978 §3-7-17.
- B. All lands that may hereafter be annexed into the City shall be automatically classified as lying in the RA Zone.
- C. An application filing fee as shown on the table below shall be paid to the City upon the filing of such petition. Said fee shall be for the purpose of defraying costs associated to the proceedings of application.
- D. Fee Table:

Area Being Annexed	Fee
5,000 square feet to 1.00 acres	\$120
More than 1 acre to 10 acres	\$180 for the first 5 acres plus \$15 for each additional acre
More than 10 acres to 25 acres	\$300 for the first 10 acres plus \$6 for each additional acre
More than 25 acres and over	\$600 for the first 25 acres plus \$1.50 for each additional acre

- E. Annexation will require additional recording fees, to be determined by the San Miguel County Clerk and also fees applicable to zone change requirements as required by §450-100A

ANNEXATION PROCESS (PETITION METHOD)

- Contact the City of Las Vegas Community Development Department 1700 N Grande Avenue at (505) 454-1401 to inquire about policy, petition and application forms. In order to be considered for annexation the subject property must be contiguous to the municipality. City staff will determine whether the property to be annexed is contiguous to the current boundaries of the City of Las Vegas.
- If it is determined that the area to be annexed is contiguous, city staff will commence the processing of the petition and the annexation application. This application requires that additional documents as indicated on said application accompany the request.
- Upon the petition and application found to be complete, Community Development staff will then provide an informational package on the request to the Development Review Team (e.g. water, waste water, gas, solid waste, clerk, finance, streets, police, fire and judicial departments etc.) for a comprehensive review and a feasibility analysis, which will include department impacts showing estimated future impact costs.
- A meeting before the Development Review Team to discuss and review the application will then be held. The applicant will be required to make a presentation regarding the request.
- The annexation petition shall then be presented to the Planning & Zoning Commission for a recommendation of approval or denial. The commission will also recommend the appropriate zoning at this time. The meetings are subject to a 15 day notification period and assessed filing fees. The commission's regular schedule meetings are held on the last Monday of each month.
- Upon receipt of the recommendation(s) from P&Z the request shall then be submitted to the City Council for acceptance of the petition and introduction of the annexation and rezoning ordinance and authorizing staff to publish such ordinance(s). City Council may at the following meeting adopt the ordinance(s) and set the effective date of the annexation and rezoning. Council meetings are subject to a 15 day public notification period(s).
- If the ordinance consents to the annexation of the contiguous territory, a copy of the ordinance, with a copy of the plat of the territory so annexed shall be filed in the office of the county clerk, filing fees is the responsibility of the applicant. After the filing, the contiguous territory is part of the municipality. The clerk of the municipality shall also send copies of the ordinance annexing the territory and of the plat of the territory so annexed to the secretary of finance and administration and to the secretary of taxation and revenue.
- Within thirty days after the filing of the copy of the ordinance in the office of the county clerk, any person owning land within the territory annexed to the municipality may appeal to the district court questioning the validity of the annexation proceedings. If no appeal to the district court is filed within thirty days after the filing of the ordinance in the office of the county clerk of it (or if) the court renders judgment in favor of the municipality, the annexation shall be deemed complete.
- All future annexations will be considered upon submittal of a water plan consistent with Chapter §440-25 and approved only after water rights or water supply payment have been transferred to the City of Las Vegas in the amounts determined necessary to provide municipal water services in the said areas to be annexed.

This information is provided for general review purposes only and is not intended to be a comprehensive guide. Annexation may be subject to further conditions as warranted by the Planning & Zoning Commission and the Las Vegas City Council.

CITY OF LAS VEGAS
ANNEXATION APPLICATION

PROPERTY OWNER *

Primary Petitioner Louis Regensberg

Address 201 Olivia Road Las Vegas NM 87101

Phone: (home) 505-429-0155 (work) _____ (fax) _____

Signature of Primary Petitioner [Signature] DATE 6-12-24

GENERAL INFORMATION * (attach additional information to this section if necessary)

Project Name _____

Property Location or Address (be specific):
11 Bibb drive - NM 811
Property located on south Grand Ave. Between
J-5 and NMDot -

Legal Description or Name of Subdivision:

Lot # _____ Block _____ Township _____ Range _____ Section _____

Is subject area contiguous to the current boundaries of the City of Las Vegas, YES a _____

Current Use of Land: Undeveloped Developed _____

Site Acreage 2.98 Number of Parcels 1 Number of Existing Dwelling Units 0

Number of Commercial Land Uses _____

Present County Zoning R-3 Proposed City Zoning C-2

*All property owners of a majority of the number of acres in the contiguous territory petitioning annexation requires their endorsement signature on the attached Petition.

*(Annexation requires a Separate Rezoning Application and processing fees.)

Please include with the application the following:

1. Executed "Petition for Annexation" into the Corporate Limits of the City of Las Vegas", herein attached.
2. Proof of ownership (deed) and copy of latest tax statement
3. A complete narrative legal description and total acreage of the area proposed for annexation prepared by a licensed land surveyor.
4. A copy of the Annexation Survey Plat. The boundary survey shall be prepared by a New Mexico registered licensed Land Surveyor. (two mylar originals and six copies)
5. If a development is proposed, please attach a site plan of the proposed development: including, but not limited to the following:
 - a. number of proposed lots, phases and/or units
 - b. size and type of existing and proposed structures to be built
 - c. any special land uses, i.e.: parks, buffer areas, etc.
 - d. the course, distance, and description of all street, all necessary easements, lot lines, and utilities, both proposed and existing.
6. A detailed statement describing the proposed development and schedule for development of the project
7. Names of all developers, engineers, and surveyors.

The statement should identify any factors that could influence water and sewer uses,

WATER:

Total anticipated water demand: Residential use 0 gallons per day

Industrial/commercial use _____ gallons per day

Agriculture use 0 gallons per day

Distance and location for connection to City Main Water Line _____

Water Main is on the west boundary of the property.

SEWER:

Total estimated flows from anticipated development or demand: _____ gallons per day

Distance and location for connection to City Main Sewer Line. There is a

forced main across the street with a lift station on the southern boundary of the property

PETITION FOR ANNEXATION

I (We), the undersigned, being the owner(s) of a majority of the number of the following described contiguous property, hereby petition the City of Las Vegas to annex the following described property into the corporate limits of the City of Las Vegas:

This petition is pursuant to Section 3-7-17, NMSA 1978 (1985 Repl.). The undersigned are the owner(s) of a majority of the number of acres of the above described property, and said property is contiguous to the municipal boundaries of the City of Las Vegas, San Miguel County, New Mexico.

Attached, is a map showing the external boundaries of the territory proposed for annexation and the relationship of the said territory to the existing boundaries of the City of Las Vegas.

The undersigned understand and agree that the annexation shall include dedication of required easements and rights-of-way located within the area proposed for annexation. The undersigned further agree to provide a survey plat of the proposed territory of annexation is approved.

PETITIONERS

Name (s) (print): Travis Regensberg
(second owner if applicable)

Address: 201 Olivia Rd
Las Vegas NM 87701

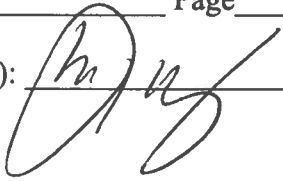
Phone: 505-429-0455

Estimated # of acres: 2.98

County Assessors
Property Code No. R0393640 Instrument # 202001373

Lot# _____ Block _____ Township 16 Range 16 Section 34

Deed Book _____ Page _____, (Please provide copy of said Deed)

Signature (s): 
(second owner if applicable)

Name (s) (print) : _____
(second owner if applicable)

Address: _____

Phone: _____

Estimated # of acres: _____

County Assessors
Property Code No. _____

Lot# _____ Block _____ Township _____ Range _____ Section _____

Deed Book _____ Page _____, (Please provide copy of said Deed)

Signature (s): _____
(second owner if applicable)

Name (s) (print): _____

(second owner if applicable)

Address: _____

Phone: _____

Estimated # of acres: _____

County Assessors
Property Code No. _____

Lot# _____ Block _____ Township _____ Range _____ Section _____

Deed Book _____ Page _____, (Please provide copy of said Deed)

Signature (s): _____
(second owner if applicable)

Name (s) (print) : _____
_____ (second owner if applicable)

Address: _____

Phone: _____

Estimated # of acres: _____

County Assessors
Property Code No. _____

Lot# _____ Block _____ Township _____ Range _____ Section _____

Deed Book _____ Page _____, (Please provide copy of said Deed)

Signature (s): _____
_____ (second owner if applicable)

Ex 3

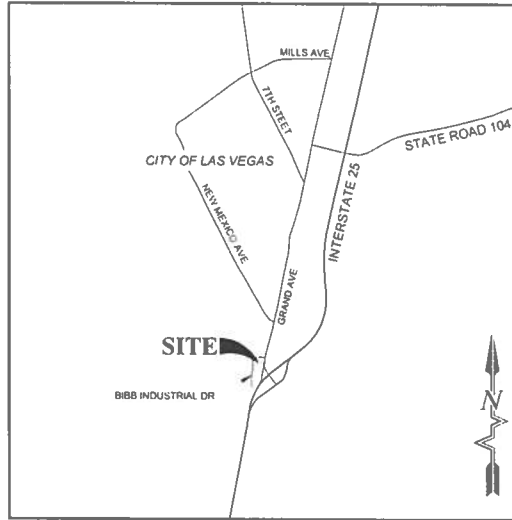
BOUNDARY SURVEY

A TRACT OF LAND SITUATE WITHIN THE LAS VEGAS LAND GRANT,
WITHIN PROJECTED SECTIONS 34 AND 35, TOWNSHIP 16 NORTH, RANGE 16 EAST OF THE N.M.P.M.
CITY OF LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO

UTILITY APPROVALS

PROVISIONS FOR UTILITY AND CABLE TV EASEMENTS ARE ADEQUATE FOR THE LANDS AS SHOWN HEREON, LYING AND BEING SITUATED WITHIN THE CITY OF LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO. THIS DOES NOT GUARANTEE CITY UTILITIES.

- CENTURYLINK COMMUNICATIONS (LASEN) _____
- CITY OF LAS VEGAS GAS _____
- CITY OF LAS VEGAS SEWER _____
- CITY OF LAS VEGAS WATER _____
- CITY OF LAS VEGAS SOLID WASTE _____
- COMCAST COMMUNICATIONS _____
- PUBLIC SERVICE COMPANY OF NEW MEXICO _____
- CITY OF LAS VEGAS FIRE DEPARTMENT _____
- NEW MEXICO ENVIRONMENT DEPARTMENT _____
- CITY OF LAS VEGAS PUBLIC WORKS DEPARTMENT _____



VICINITY MAP
NOT TO SCALE

CITY APPROVAL

THE SURVEY OF THE LANDS AS SHOWN HEREON, LYING AND BEING SITUATED WITHIN THE CITY OF LAS VEGAS, SAN MIGUEL COUNTY, STATE OF NEW MEXICO IS HEREBY APPROVED BY THE CITY OF LAS VEGAS ON THIS _____ DAY OF _____ 20____.

CITY MANAGER _____ COMMUNITY DEVELOPMENT DIRECTOR _____

STATE OF NEW MEXICO)
COUNTY OF _____) 155

ON THIS _____ DAY OF _____ 2024, THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME:

MY COMMISSION EXPIRES _____ NOTARY PUBLIC _____

APPROVED BY THE CITY OF LAS VEGAS PLANNING AND ZONING COMMISSION

PLZ COMMISSION CHAIRPERSON _____ DATE _____

CERTIFICATION OF NO DELINQUENT & CURRENT TAXES PAID

PURSUANT TO SPECIAL PROCEDURES FOR ADMINISTRATION OF TAXES ON REAL PROPERTY DIVIDED OR COMBINED ENACTED BY THE LEGISLATURE OF THE STATE OF NEW MEXICO 2013, THE UNDERSIGNED HEREBY CERTIFIES THAT THERE ARE NO DELINQUENT PROPERTY TAX OBLIGATIONS AND CURRENT TAXES HAVE BEEN PAID ON THE PARCEL OF LAND ASSIGNED THE PROPERTY NUMBERS _____ AS OF THE _____ DAY OF _____ 20____.

SAN MIGUEL COUNTY TREASURER _____

SURVEYOR'S CERTIFICATION

I, JAYSON MATERA, NEW MEXICO PROFESSIONAL SURVEYOR NO. 27749, DO HEREBY CERTIFY THAT THIS BOUNDARY SURVEY AND THE ACTUAL SURVEY ON THE GROUND UPON WHICH IT IS BASED, WERE PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION, THAT I AM RESPONSIBLE FOR THIS SURVEY, THAT THIS SURVEY MEETS THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO, AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS IS A BOUNDARY SURVEY OF AN EXISTING TRACT AND THAT IT IS WITH A LAND DIVISION OR SUBDIVISION AS DEFINED IN THE NEW MEXICO SUBDIVISION ACT, N.M.S.A. § 4-4-2.

JAYSON MATERA, N.M.S.P.S. #27749 _____ DATE _____



DOCUMENT NO. _____

STATE OF NEW MEXICO)
COUNTY OF _____) 155

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD ON THE _____ DAY OF _____ A.D. 20____ AT _____ O'CLOCK _____ M. AND DULY RECORDED IN PLAT BOOK _____ PAGE _____ OF THE RECORDS OF SAN MIGUEL COUNTY.

WITNESS MY HAND AND SEAL OF OFFICE
GERALDINE E. GUTIERREZ
COUNTY CLERK, SAN MIGUEL COUNTY

DEPUTY _____

- ### REFERENCES:
1. THE FOLLOWING DOCUMENTS AND INSTRUMENTS WERE USED FOR THE PREPARATION AND REVISION OF THIS SURVEY:
 - 1. PLAT NO. 101111 TO LAS VEGAS LAND GRANT, SECTION 34 AND 35, TOWNSHIP 16 NORTH, RANGE 16 EAST OF THE N.M.P.M., 1978.
 - 2. DEED BETWEEN JOSE ANTONIO MARTINEZ AND ANITA MARTINEZ, A PERMIA FIDUCIARIA, RECORDED IN PLAT BOOK 42, PAGE 477.
 - 3. INSTRUMENT NO. 101111 TO LAS VEGAS LAND GRANT, SECTION 34 AND 35, TOWNSHIP 16 NORTH, RANGE 16 EAST OF THE N.M.P.M., 1978.
 - 4. INSTRUMENT NO. 101111 TO LAS VEGAS LAND GRANT, SECTION 34 AND 35, TOWNSHIP 16 NORTH, RANGE 16 EAST OF THE N.M.P.M., 1978.
 - 5. INSTRUMENT NO. 101111 TO LAS VEGAS LAND GRANT, SECTION 34 AND 35, TOWNSHIP 16 NORTH, RANGE 16 EAST OF THE N.M.P.M., 1978.

LAND GRANT STATEMENT:

IN ACCORDANCE WITH SECTION 1978 (41-23-31) MILLER ENGINEERS, INC. DBA SOULDER MILLER & ASSOCIATES (SMA) HAS GIVEN NOTICE BY CERTIFIED MAIL TO THE ADMINISTRATOR OF THE LAS VEGAS LAND GRANT, BEING THE 4TH DISTRICT JUDICIAL COURT OF NEW MEXICO, THAT THIS SURVEY WAS BEING PERFORMED AND SHALL BE FILED WITH THE SAN MIGUEL COUNTY CLERK'S OFFICE, U.S. POSTAL SERVICE, CERTIFIED MAIL, TRACKING NUMBER: 7021 0204 0000 0441 8228.

LAS VEGAS LAND GRANT
C/O JUDGE ABIGAIL ANSACON
4TH JUDICIAL DISTRICT COURT
400 W. NATIONAL AVENUE
LAS VEGAS, NEW MEXICO 89101

BOUNDARY SURVEY

TRACT OF LAND SITUATE WITHIN THE LAS VEGAS LAND GRANT,
WITHIN PROJECTED SECTIONS 34 AND 35, TOWNSHIP 16 NORTH,
RANGE 16 EAST OF THE N.M.P.M.
CITY OF LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO

DATE: September 2024
SHEET: 1 OF 40
PROJECT NO: 2233631

1 OF 2

CITY OF LAS VEGAS, NEW MEXICO

SOULDER, MILLER & ASSOCIATES
A Subsidiary of Sothen's Law Firm
3344 Yucca Avenue, N.E., Suite 10
Albuquerque, NM 87113
www.soulder.com

Ex 4

WARRANTY DEED

Mascaranas
Debbie Mae Mascaranas (a single woman)

Corrected by Bonnie Pacheco notary

for consideration paid, grant One and other dollars

to Travis Regensberg (a single man)

whose address is 201 Olivia Road, Las Vegas N.M. 87701

the following described real estate in San Miguel County, New Mexico:

A tract of land situated south of Las Vegas, in the Las Vegas Grant, San Miguel County, New Mexico and along the W'y B/W of U.S. Highway No. 84, and being more particularly described as follows:

Beginning at the URN and CS "Las Vegas" Triangulation Station, thence S 74 degrees 34'11" W 4811.49 feet to the true point of beginning of this tract being Highway R/W marker 3 + 12.63 located on the W'y B/W line of said U. S. Highway No. 84. Thence along said W'y B/W the following courses: S 69 degrees 39'41" W 156.57 feet to Highway R/W marker 16 + 15.74. Thence S 24 degrees 25'08" W 544.93 feet to a fence post. Thence leaving said W'y B/W line and following along the S'y boundary line of this tract N 87 degrees 14'25" W 143.35 feet to a fence post located on the E'y B/W fence line of a freeways road. Thence following along said E'y B/W fence line N 83 degrees 51'25" E 452.15 feet @ Highway R/W marker 8 + 56.24. Thence N 44 degrees 58'18" E 241.84 feet to Highway R/W marker 4 + 63.83 located at the intersection of said E'y B/W and the S'y B/W line of another freeways road. Thence along said S'y B/W line S 76 degrees 41'23" E 150.85 feet to the true point of beginning of this tract, containing 1.83 acres, more or less.

Reference Instrument # 201600553

Recorded 02/22/2016 @ 02:18:49Pm

with warranty covenants.

Witness hand and seal this 18th day of February, 2020

[Signature] (Seal) _____ (Seal)
[Signature] (Seal) _____ (Seal)

ACKNOWLEDGEMENT FOR NATURAL PERSONS

STATE OF NEW MEXICO)
) ss.

COUNTY OF San Miguel

This instrument was acknowledged before me on Feb 18, 2020

by Debbie Mae Mascaranas

My commission expires Jan 26, 2022
Bonnie Pacheco
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 1-26-22

[Signature]
NOTARY PUBLIC

ACKNOWLEDGEMENT FOR CORPORATION

STATE OF NEW MEXICO)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 20____

(NAME OF OFFICER)

of

(TITLE OF OFFICER)

(CORPORATION ACKNOWLEDGMENT)

_____ corporation, on behalf of said corporation

mission expires: _____

FOR RECORDER'S USE ONLY

County of San Miguel
State of New Mexico
WARRANTY DEED
Pages: 1

I Hereby Certify that this Instrument was filed for record 08/12/2020 10:35:08 AM and was duly recorded as Instrument No. 202001373 of the Records of San Miguel County, NM

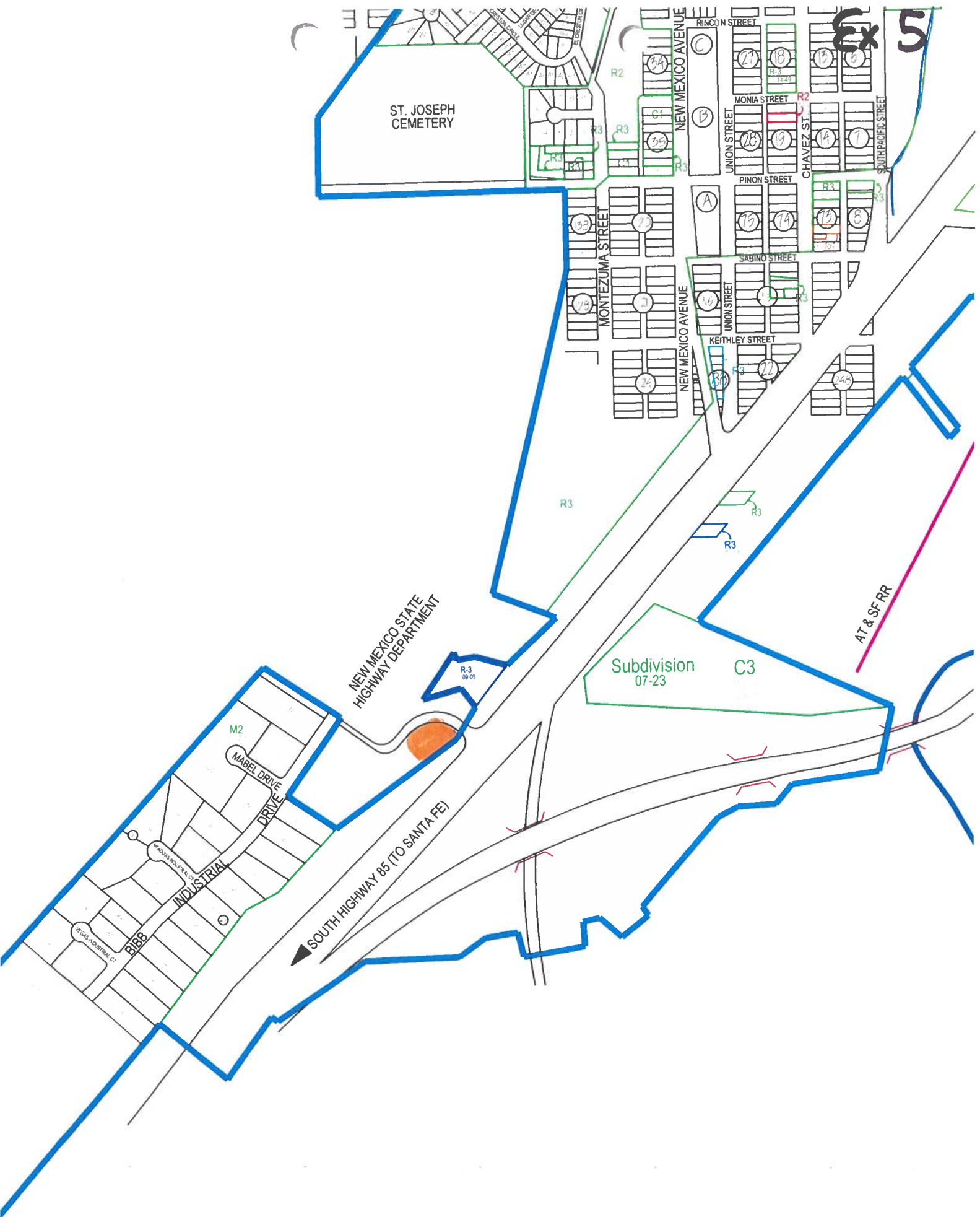
Witness My Hand and Seal Of Office
Geraldine E. Gutierrez

Deputy Erica Sena by 26
County Clerk, San Miguel, NM



(Seal)

ell
co





BIBB ANNA MARIE E

PRINT



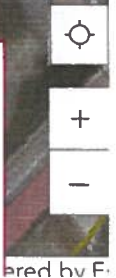
This map is provided for you through the office of the county assessor's office in San Miguel County New Mexico.

The San Miguel County Assessor's office makes every attempt to capture and portray real property data in our maps. However, this is not to be used as a legal document.

This GIS portal was created by Kristin M Kinic, chief mapper and GIS analyst. Most of the data portrayed in this map is from our office, SMC IT department and the Resource Geographic Information system repository at the University of New Mexico. (<https://rgis.unm.edu>).

For questions, concerns: email kkinic@co.sanmiguel.nm.us

EX 2
96



Created by F...



PRINT



BIBB ANNA MARIE E

El Pajarito Rd 3
1-094-091-462-241

R0256540

BIBBS DAVID T

12

ACCESS
Bibb Industrial Dr
Bibb Industrial Dr

1-094-091-494-212

R0393640

REGENSBURG TRAVIS

GRAND
GRAND
GRAND



S Grand Av

S Grand Av

GRAND

23-192

NT

This map is provided for you through the office of the county assessor's office in San Miguel County New Mexico.

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This GIS portal was created by Kristin M Kinic, chief mapper and GIS analyst. Most of the data portrayed in this map is from our office, SMC IT department and the Resource Geographic Information system repository at the University of New Mexico. (<https://rgis.unm.edu>).

For questions, concerns: email kkinic@co.sanmiguel.nm.us

6x7



Created by F.



City of Las Vegas

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

Mayor David Romero

City of Las Vegas, Design Review Team

Date: 7/9/2024

Submitted by: Jude Herres

Department: _____

Project Name: Annexation - 2.98 Acres Bibb @ Grand Ave.

Comments: No comment

David Ulibarri
Councilor Ward 1

Michael Montoya
Councilor Ward 2

Barbara Casey
Councilor Ward 3

Marvin Martinez
Councilor Ward 4



City of Las Vegas

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

Mayor David Romero

City of Las Vegas, Design Review Team

Date: 7/9/2024

Submitted by: Arnold Lopez

Department: PUBLIC WORKS

Project Name: ANNEXATION - 2.98 Acres Bibb @ Grand Ave.

Comments: NO CONCERNS AT THIS TIME!

David Ulibarri
Councilor Ward 1

Michael Montoya
Councilor Ward 2

Barbara Casey
Councilor Ward 3

Marvin Martinez
Councilor Ward 4



City of Las Vegas

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

Mayor David Romero

City of Las Vegas, Design Review Team

Date: 7/9/24

Submitted by: Travis Hern

Department: Water Dist.

Project Name: ANNEXATION - 2.98 Acres Bibb @ Grand Ave.

Comments: *Water available in the area by existing Property

*Need Water Service Line size for development

*Need Fire Suppression Line size for development

*Will need Fire Suppression Plan for development

*

David Ulibarri
Councilor Ward I

Michael Montoya
Councilor Ward 2

Barbara Casey
Councilor Ward 3

Marvin Martinez
Councilor Ward 4



City of Las Vegas

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

Mayor David Romero

City of Las Vegas, Design Review Team

Date: 7/9/2024

Submitted by: Robert J Espinoza

Department: Waste Water

Project Name: Annexation - 2.98 Acres Bibb @ Grand Ave.

Comments: The property would have to tie
into the Gravity line, NOT the forced
main or the lift station inside the
POT yard. Property might need a lift
station depending on the grade,

David Ulibarri
Councilor Ward 1

Michael Montoya
Councilor Ward 2

Barbara Casey
Councilor Ward 3

Marvin Martinez
Councilor Ward 4



City of Las Vegas

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

Mayor David Romero

City of Las Vegas, Design Review Team

Date: 2/9/24

Submitted by: DANIEL ATENGA

Department: FIRE

Project Name: ANNEXATION - 2.98 Acres Bibb @ Grand Ave.

Comments: _____

* NEED PLANS FOR REVIEW

- CONCERNS FOR WATER LINES FOR FIRE

David Ulibarri
Councilor Ward 1

Michael Montoya
Councilor Ward 2

Barbara Casey
Councilor Ward 3

Marvin Martinez
Councilor Ward 4



City of Las Vegas

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

Mayor David Romero

City of Las Vegas, Design Review Team

Date: 7-9-24

Submitted by: J. Marquez

Department: Community Development

Project Name: ANNEXATION - 2.98 Acres Bibb @ Grand Ave.

Comments: NO Comments at this time

David Ulibarri
Councilor Ward 1

Michael Montoya
Councilor Ward 2

Barbara Casey
Councilor Ward 3

Marvin Martinez
Councilor Ward 4



6x3

NOTICE OF PUBLIC HEARING

APPLICANT: TRAVIS REGENSBERG

ADDRESS: 201 OLIVIA RD.

LOCATION OF PROPERTY: 11 BIBB DR, located on
South Grand Ave.

APPLICATION FOR: ANNEXATION

The PLANNING and ZONING / Board of Adjustment will hear any and all
recommendations concerning proposed ANNEXATION of property located

on S. Grand Ave near NMDOT and I-25

on Monday July 29th at 4:00 a.m./(p.m.) at the City Council

Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico 87701.

**ALL PERSONS HAVING AN INTEREST IN THE MATTER HAVE A
RIGHT TO BE HEARD AT THIS HEARING. FOR MORE
INFORMATION ON THIS CASE, YOU MAY CONTACT THE CITY OF
LAS VEGAS, COMMUNITY DEVELOPMENT DEPT. AT (505) 454-1401.**

**CITY OF LAS VEGAS, CITY COUNCIL
ORDINANCE NO. 24-08**

AN ORDINANCE OF THE CITY OF LAS VEGAS, NEW MEXICO APPROVING THE PETITION FOR ANNEXATION OF CONTIGUOUS TERRITORY TO THE CITY OF LAS VEGAS AS SUBMITTED BY TRAVIS REGENSBERG (OWNER) FOR PROPERTY LOCATED AT 11 BIBB DRIVE, SAN MIGUEL COUNTY, NEW MEXICO.

WHEREAS, a petition has been duly filed and survey presented to the City of Las Vegas, New Mexico, seeking annexation of territory contiguous to the said municipality which petition is signed by the owner of the property and to which petition is attached a map showing the external boundaries of the territory to be annexed and the relationship of the territory proposed to be annexed to the existing boundary of the City of Las Vegas; and

WHEREAS, the City of Las Vegas initiated the development of a Comprehensive Master Plan for the general purpose of guiding and accomplishing a coordinated, adjusted, and harmonious development of the municipality which, in accordance with existing and future needs, best promote health, safety, morals, order, convenience, prosperity and the general welfare, as well as the efficiency and economy in the process of development; and

WHEREAS the area being described is identified as being within Phase 7A, of the City of Las Vegas Comprehensive Master Plan; and

WHEREAS the goal of Section IV-29 of the City of Las Vegas Comprehensive Master Plan is to annex areas that are now being serviced by City water in phases over a twenty (20) year period; and

WHEREAS the City of Las Vegas Comprehensive Master Plan calls for annexation as a tool to manage land in the ETZ and for the development of unique guidelines to direct growth; and

WHEREAS, the Governing Body of the City of Las Vegas has determined that it is in the best interest of the City to approve the annexation; and

WHEREAS, said petition having been considered and found to be in proper form.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF LAS VEGAS, NEW MEXICO, as follows:

1. That consent is hereby given to the annexation of the following contiguous territory to the City of Las Vegas, New Mexico.

A tract of land (2.98 acres), within the Las Vegas Land Grant, in projected Section 34 and 35, Township 16 North, Range 16 East, N.M.P.M. South of the City of Las Vegas, San Miguel County, New Mexico, as shown on plat of survey by Souder, Miller & Associates, dated September 2024, Plat Book 237, Page 9235.

2. Attached is a plat identified as survey drawing project # 2233631 as prepared by Souder, Miller & Associates, with the external boundaries of the territory proposed to be annexed highlighted and the relationship of the territory proposed to be annexed into the existing boundaries of the City of Las Vegas. Original plat has already been recorded at the San Miguel County Clerk's Office on October 13, 2021, in Plat Book 237, Page 9235.
3. That a copy of the ORDINANCE together with a copy of the plat showing the property being annexed shall be filed with the Office of the San Miguel County Clerk, Las Vegas, New Mexico, and that from and after such filing of above described shall constitute a portion of the municipality.

PASSED, ADOPTED AND APPROVED this ____ day of _____, 2024.

David G. Romero, Mayor

Reviewed and approved as to legal sufficiency only:

City Attorney

Attest:

Casandra Fresquez, City Clerk



Approval Form
(Contracts, Lease Agreements, RFP's, MOU's, MOA's, Ordinances, Resolutions)

*Reviewed by Tim Montgomery
Tim Montgomery, City Manager

9/25/24
Date

**(if not signed by City Manager first, this document will not be forwarded to the Attorney for review and approval)*

Date Submitted: 9/25/24

Department Submitting: CD Submitter: Lucas Marquez

Documents to be reviewed: Ordinance 24-08

Deadline: _____

Submitter Comments: _____

Received by CM - Office Mgr/HR: _____ Date: _____

City Manager / HR Comments: _____

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

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

Changes: _____ Date: _____

1

AIC
Attorney Review

09/30/2024
Date

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

2

Finance Director

Date

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

3

Tim Montgomery, City Manager

Date

Received by City Clerk's Office Date: _____
(Only if being placed on the Agenda)

**This form must be submitted with an Attorney Review prior to review and approval by the City Manager. If there is no Attorney Review, it will not be processed until this step is completed.*



**CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM**

Meeting Date: October 9, 2024

Date Submitted: 9/23/24

Department: Community Dev.

Item/Topic: Request approval to enter into contract with the Samaritan House Inc.

Mr. George Lyon Director of the Samaritan House Inc. has approached the City of Las Vegas for assistance in providing services for the winter season for the homeless in the City of Las Vegas.

Fiscal Impact: \$58,833.00

Attachments: Record Proper

Committee Recommendation:

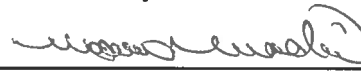
THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

Approved For Submittal By:



Department Director

Reviewed By:



Finance Director



City Manager

**CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN**

Resolution No. _____
Ordinance No. _____
Contract No. _____
Approved _____

Continued To: _____
Referred To: _____
Denied _____
Other _____



Approval Form
(Contracts, Lease Agreements, RFP's, MOU's, MOA's, Ordinances, Resolutions)

***Reviewed:**

[Signature]
Tim Montgomery, City Manager

09/13/2024
Date

**(if not signed by City Manager first, this document will not be forwarded to the Attorney for review and approval)*

Date Submitted: 9/12/24

Department Submitting: CD Submitter: Lucas Marquez

Documents to be reviewed: Contract for Samaritan House

Deadline:

Submitter Comments: Will need comments on document, as it is being prepared for council

Received by CM - Office Mgr/HR: _____ Date: _____

City Manager / HR Comments:

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

Approved / ~~Disapproved~~: *(Reason for Disapproval)*
Clarification of Terms and

Changes **Insurance.**

Date: 09/17/2024

1

[Signature]

Attorney Review

09/17/2024

Date

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

2

[Signature]
Finance Director

9/27/24

Date

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

3

Tim Montgomery, City Manager

Date

Received by City Clerk's Office Date: _____
(Only if being placed on the Agenda)

**This form must be submitted with an Attorney Review prior to review and approval by the City Manager. If there is no Attorney Review, it will not be processed until this step is completed.*

SERVICE AGREEMENT BETWEEN THE CITY OF LAS VEGAS, NEW MEXICO AND THE SAMARITAN HOUSE, INC.

THIS AGREEMENT is hereby revised and entered on this ____ day of September 2024 (“Effective Date”) by and between the City of Las Vegas, a New Mexico home-rule municipality (hereinafter “City”) and the Samaritan House, Inc., a New Mexico non-profit corporation (hereinafter “Samaritan”).

RECITALS

WHEREAS, Samaritan is a non-profit corporation whose purpose is to provide shelter and other services to persons who are homeless and/or otherwise in need (“Services”); and

WHEREAS, the City commits to financial support of Samaritan in a monthly amount not to exceed \$8,333.00 per month, from November 1, 2024 through May 3, 2025 not to exceed \$58,833.00.

WHEREAS, Samaritan desires and commits to providing the Services under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the covenants and agreements set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Samaritan and the City agree as follows:

1. **Term.** This Agreement shall be valid through May 30, 2025, unless otherwise terminated pursuant to the termination provision herein. This Contract shall not be effective until approved by the City Council and signed by the Mayor or designee.
2. **Completion Schedule.** Samaritan shall complete the tasks and deliverables as provided in the section entitled “Scope of Work” and provide monthly reports as outlined.
3. **Compensation and Payment Schedule.** The City will pay Samaritan for services satisfactorily rendered in the monthly amount not to exceed \$8,333.00. Said amount shall be paid to Samaritan upon the City’s receipt of Samaritan’s monthly invoice on the condition that Samaritan has accomplished the Scope of Services outlined herein to the sole discretion and satisfaction of the City. Payments shall be made to Samaritan within thirty days after the City certifies its receipt of Samaritan’s invoice. No further amounts shall be available under this Agreement unless authorized by the City Council and embodied in a written amendment to this Agreement, signed by all Parties.
4. **Termination.** In addition to any other remedy provided by law, the City may terminate this Agreement for any reason, at any time, in the City’s sole discretion, by giving a 30-day written notice to Samaritan. Samaritan shall render a final report of the services performed up to the date of termination and shall turn over the City original copies of work, research or papers prepared under this Agreement.

5. ***Samaritan Independent from the City.*** Nothing in this Agreement is intended or shall be construed in any way as creating or establishing any partnership, joint venture or association or to make the Samaritan, or any of Samaritan's employees or agents, an agent, representative or employee of the City for any purpose or in any manner whatsoever. Samaritan is and will remain a separate entity, related to the City only by the provision and conditions of this Agreement. Samaritan, its agents, employees or subcontractors, are not employees or agents of the City for any purpose whatsoever. Samaritan shall have the exclusive right to direct and control the activities and services performed by its personnel and any and all of its subcontractors. Samaritan and its agents, employees or subcontractors are not entitled to any of the benefits of the employees of the City, including without limitation Unemployment Compensation Law and Worker's Compensation coverage or benefits.

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

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

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

9. ***Taxes.*** Samaritan acknowledges that it, and it alone, shall be liable for and shall timely pay to the appropriate taxing entity any and all taxes required by law, and the City shall have no liability for payment of any such taxes.

10. ***Insurance Requirements.*** Prior to receiving any payments from the City, Samaritan, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement comprehensive general liability insurance, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Proof of insurance shall be delivered to the City within fifteen (15) days from signing this agreement. Such insurance shall provide that the City is named as an additional insured and that the City will be notified within ten (10) days of cancellation or modification of such policies. Policies of insurance will be written by companies authorized to write such insurance in New Mexico and policies of insurance will be on forms properly filed and approved by the Superintendent of Insurance, State of New Mexico. Samaritan shall not begin any activities in furtherance of this Agreement until the required insurance has been obtained and proper certificates of insurance delivered to the City Clerk. Neither approval nor failure by the City to disapprove insurance or certificates of insurance will relieve Samaritan of full responsibility to maintain the required insurance in full force and effect. Samaritan shall furnish the City with a copy of a "Certificate of Insurance" as a condition prior to performing service under this Agreement. Samaritan shall comply with the applicable provisions of the New Mexico Workers'

Compensation Act, the Subsequent Injury Act, and the New Mexico Occupational Disease Disablement Law. If any portion of the activities are subcontracted, Samaritan will require the subcontractor similarly to provide such coverage (or qualify as self-insured) for all the latter's employees to be engaged in such activities. Samaritan covenants and agrees that the City, its officers, or employees will not be liable or responsible for any claims or actions occasioned by Samaritan's failure to comply with the provisions of this paragraph and that the indemnification provision of this Agreement will apply to this paragraph. Samaritan shall provide the City with evidence of its compliance with such requirement prior to receiving any payments from the City. All documents required under this Section 10 shall be provided to the City of Las Vegas City Clerk's Office, and are hereby made part of this Agreement.

11. **Indemnification.** Samaritan agrees to indemnify and hold harmless the City, its elected officials, agents, and employees from any and all claims, suits, and causes of action which may arise. Samaritan further agrees to hold the City harmless from all claims for any injury, damages or death sustained by Samaritan, its employees, agents, other representatives, invitees or guests.

12. **Release.** Samaritan releases the City from all liabilities, claims and/or obligations whatsoever.

13. **Non Agency.** Samaritan shall not bind the City to any obligation not specifically assumed herein by the City, unless Samaritan has expressed written approval and then only within the limits of that expressed authority.

14. **Confidentiality.** Any information learned, given to, or developed by Samaritan in the performance of this Agreement shall be kept confidential and shall not be made available or otherwise released to any entity without the prior written approval of the City.

15. **Conflict of Interest.** Samaritan warrants that it presently has no interest or conflict of interest and shall not acquire any interest or conflict of interest which would conflict with its performance of services under this Agreement.

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

17. **Entire Agreement and Amendment.** This Agreement constitutes the entire agreement between the City and Samaritan with respect to the subject matter herein, and all prior negotiations, writings, agreements and understandings are merged in and are superseded by this Agreement. No statement, promise, or inducement made by the City or Samaritan, either written or oral, which is not contained in this Agreement is binding between the City and Samaritan.

18. **Applicable law.** This Agreement shall be governed by the Laws of the State of New Mexico and the Ordinances, resolutions, rules, and regulations of the City. The venue for any dispute shall be the Fourth Judicial District Court in Las Vegas, New Mexico.

19. **Conformance to Laws.** Samaritan shall comply with all federal, state, county, municipal, and other governmental statutes, ordinances, laws, and regulations, now or hereafter enacted or amended, affecting City property or the services rendered under this Agreement.

20. **New Mexico Tort Claims Act.** Any liability incurred by the City in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, and Section 41-4-1 through 41-4-30. The City and its “public employees,” as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense, and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provisions of the New Mexico Tort Claims Act.

21. **Third-Party Beneficiaries.** By entering into this Agreement, Samaritan and the City do not intend to, and shall not, create any right, title, or interest in or for the benefit of any entity other than the City and Samaritan. No entity shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third-party beneficiary under this Agreement.

22. **Miscellaneous.** Each individual who signs this Agreement warrants and represents, under penalty of perjury, that he/she has full and complete authority to execute this Agreement on behalf of their respective entity. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs and successors. Time shall be of the essence regarding all obligations of the parties herein. In the event that any of the terms of this Agreement are found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remainder of this Agreement shall continue in full force and effect. The City Manager shall have the final say as to the meaning of this Agreement, including, but not limited to, whether the deliverables were met or obligations were fulfilled. Samaritan and its members or agents understand that they may appeal the decision of the City Manager to the City’s Governing Body. The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach to the same or any other provision of the Agreement. This Agreement is subject to the terms and conditions of the Statutes of New Mexico, the Charter and Ordinances of the City of Las Vegas as they exist at the time this Agreement is signed. All of these Statutes, Charter and Ordinances are incorporated by reference into this Agreement.

23. **Scope of Work.** Samaritan shall provide the following services within the City to eligible populations to be served to reduce the length of time persons remain homeless by providing the following accommodation for a maximum of twelve people:

- A. Sleeping accommodations from 1900 hrs. to 0830 hrs.,
- B. The provisions of dinner and breakfast,
- C. Clothing, and hygiene items as necessary.
- D. Housing referrals to all in need or the appropriate resource as requested by the guest.

E. Develop and implement policies and procedures related to safety and security in the dorms. These policies and procedures should be communicated to all tenants and staff.

The Scope of Work shall be achieved and operate under the following conditions:

- a. Samaritan shall operate within an Interim Rule Program (IRP), where new, revised, removed or recommended policy or procedures from staff, guests, the public or interested parties shall be formally introduced to the Board of Directors for consideration. The final rule shall be posted at the entrances of the Samaritan House.
- b. Law Enforcement shall have access to all outdoor camera systems on request.
- c. A dedicated phone line and voice mailbox shall be available for public comment 24 hours a day for the term of this agreement.
- d. Twice monthly, for 30-45 minutes, Samaritan House will open a Zoom session for updates to the public on the most recent efforts to combat addiction, stigma, and mental illness in San Miguel County and to ask questions of the experts.
- e. One Board member appointment shall be made available to any neighborhood homeowner within the shelter zip code for the term of this agreement.
- f. Have a Fire inspection conducted by Las Vegas Fire Department annually to assure fire codes are up to date.

Staffing: Samaritan shall operate a homeless shelter located at the corner of 7th Street and Lincoln Avenue. The Shelter will be staffed in the evenings. Staff will conduct intake, serve dinner, and ensure that guests are settled in comfortably and safely. The nighttime staff member will be on duty overnight and trained in but not limited to: Samaritan policies and procedures, crisis management, use of Narcan, drug detection, issues of mental health, and medication handling. Samaritan House will strive to end homelessness.

Food Preparation & Service: Samaritan House will acquire and maintain all NM Health Department licensure to ensure that food is handled properly and that the dishwashing process meets all applicable laws and regulations.

Emergency Shelter Facilities: The Shelter will be a safe, warm, and secure facility that is open to anyone who needs help and is willing to observe the facility's rules. Smoking will be restricted to a secured area outside of the building and within the Shelter's fenced-enclosed area. The Shelter shall provide guests access to a computer.

Licenses: Samaritan shall obtain and maintain throughout this Agreement all applicable professional and business licenses required by law for itself, its employees, agents, representatives, and subcontractors.

Reports: Samaritan shall provide the City Council, City Manager and Finance Department a monthly report, due by the 15th of each month, outlining expenses paid for with City funding in a line-item budget format.

The Samaritan House shall be paid by the City only for services actually performed.

Records and Audits: Samaritan shall maintain, throughout the term of this Agreement and for a period of five years thereafter, detailed descriptions that indicate the date, time, and nature of services rendered under the terms and limitations of this agreement.

These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing before and after payment to Samaritan House. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

Inspections: Any City Department authorized by law can enter and inspect the Samaritan shelter with or without notice. Any violation and conviction of Samaritan House of interfering with a lawful entry and inspection by the City shall immediately void and terminate this agreement.

IN WITNESS WHEREOF, the City and Samaritan have duly executed this instrument as of the Effective Date.

CITY OF LAS VEGAS

Approved By:

Tim Montgomery, City Manager

Date: _____

Attest: _____



Casandra Fresquez, City Clerk

Approved as to legal sufficiency

SAMARITAN:

Signature: _____

Printed Name: _____

Title: _____

Email address: _____

Date: _____

SERVICE AGREEMENT BETWEEN THE CITY OF LAS VEGAS, NEW MEXICO AND THE SAMARITAN HOUSE, INC.

THIS AGREEMENT is hereby revised and entered on this _____ day of ~~September~~ January 2024 (“Effective Date”) by and between the City of Las Vegas, a New Mexico home-rule municipality (hereinafter “City”) and the Samaritan House, Inc., a New Mexico non-profit corporation (hereinafter “Samaritan”).

RECITALS

WHEREAS, Samaritan is a non-profit corporation whose purpose is to provide shelter and other services to persons who are homeless and/or otherwise in need (“Services”); and

WHEREAS, the City commits to financial support of Samaritan in a monthly amount not to exceed \$8,333.00 per month, from ~~November~~ December 1, 202~~4~~3 through May 3, 202~~4~~5 not to exceed ~~\$58,833.00~~ \$50,000.00.

WHEREAS, Samaritan desires and commits to providing the Services under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the covenants and agreements set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Samaritan and the City agree as follows:

1. **Term.** This Agreement shall be valid through May 30, 202~~5~~3, unless otherwise terminated pursuant to the termination provision herein. This Contract shall not be effective until approved by the City Council and signed by the Mayor or designee.
2. **Completion Schedule.** Samaritan shall complete the tasks and deliverables as provided in the section entitled “Scope of Work” and provide monthly reports as outlined.
3. **Compensation and Payment Schedule.** The City will pay Samaritan for services satisfactorily rendered in the monthly amount not to exceed \$8,333.00. Said amount shall be paid to Samaritan upon the City’s receipt of Samaritan’s monthly invoice on the condition that Samaritan has accomplished the Scope of Services outlined herein to the sole discretion and satisfaction of the City. Payments ~~shall be~~ shall be made to Samaritan within thirty days after the City certifies its receipt of Samaritan’s invoice. No further amounts shall be available under this Agreement unless authorized by the City Council and embodied in a written amendment to this Agreement, signed by all Parties.
4. **Termination.** In addition to any other remedy provided by law, the City may terminate this Agreement for any reason, at any time, in the City’s sole discretion, by giving a ~~30-day~~ 30-day written notice to Samaritan. Samaritan shall render a final report of the services performed up to

the date of termination and shall turn over the City original copies of work, research or papers prepared under this Agreement.

5. ***Samaritan Independent from the City.*** Nothing in this Agreement is intended or shall be construed in any way as creating or establishing any partnership, joint venture or association or to make the Samaritan, or any of Samaritan's employees or agents, an agent, representative or employee of the City for any purpose or in any manner whatsoever. Samaritan is and will remain a separate entity, related to the City only by the provision and conditions of this Agreement. Samaritan, its agents, employees or subcontractors, are not employees or agents of the City for any purpose whatsoever. Samaritan shall have the exclusive right to direct and control the activities and services performed by its personnel and any and all of its subcontractors. Samaritan and its agents, employees or subcontractors are not entitled to any of the benefits of the employees of the City, including without limitation Unemployment Compensation Law and Worker's Compensation coverage or benefits.

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

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

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

9. ***Taxes.*** Samaritan acknowledges that it, and it alone, shall be liable for and shall timely pay to the appropriate taxing entity any and all taxes required by law, and the City shall have no liability for payment of any such taxes.

10. ***Insurance Requirements.*** Prior to receiving any payments from the City, Samaritan, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement comprehensive general liability insurance, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Proof of insurance shall be delivered to the City within fifteen (15) days from signing this agreement. Such insurance shall provide that the City is named as an additional insured and that the City will be notified within ten (10) days of cancellation or modification of such policies. Policies of insurance will be written by companies authorized to write such insurance in New Mexico and policies of insurance will be on forms properly filed and approved by the Superintendent of Insurance, State of New Mexico. Samaritan shall not begin any activities in furtherance of this Agreement until the required insurance has been obtained and proper certificates of insurance delivered to the City Clerk. Neither approval nor failure by the City to disapprove insurance or certificates of insurance will relieve Samaritan of

full responsibility to maintain the required insurance in full force and effect. Samaritan shall furnish the City with a copy of a "Certificate of Insurance" as a condition prior to performing service under this Agreement. Samaritan shall comply with the applicable provisions of the New Mexico Workers' Compensation Act, the

Subsequent Injury Act, and the New Mexico Occupational Disease Disablement Law. If any portion of the activities are subcontracted, Samaritan will require the subcontractor similarly to provide such coverage (or qualify as self-insured) for all the latter's employees to be engaged in such activities. Samaritan covenants and agrees that the City, its officers, or employees will not be liable or responsible for any claims or actions occasioned by Samaritan's failure to comply with the provisions of this paragraph and that the indemnification provision of this Agreement will apply to this paragraph. Samaritan shall provide the City with evidence of its compliance with such requirement prior to receiving any payments from the City. All documents required under this Section 10 shall be provided to the City of Las Vegas City Clerk's Office, and are hereby made part of this Agreement.

11. **Indemnification.** Samaritan agrees to indemnify and hold harmless the City, its elected officials, agents, and employees from any and all claims, suits, and causes of action which may arise. Samaritan further agrees to hold the City harmless from all claims for any injury, damages or death sustained by Samaritan, its employees, agents, other representatives, invitees or guests.

12. **Release.** Samaritan releases the City from all liabilities, claims and/or obligations whatsoever.

13. **Non Agency.** Samaritan shall not bind the City to any obligation not specifically assumed herein by the City, unless Samaritan has expressed written approval and then only within the limits of that expressed authority.

14. **Confidentiality.** Any information learned, given to, or developed by Samaritan in the performance of this Agreement shall be kept confidential and shall not be made available or otherwise released to any entity without the prior written approval of the City.

15. **Conflict of Interest.** Samaritan warrants that it presently has no interest or conflict of interest and shall not acquire any interest or conflict of interest which would conflict with its performance of services under this Agreement.

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

17. **~~Scope of Entire Agreement and Amendment.~~** This Agreement constitutes the entire agreement between the City and Samaritan with respect to the subject matter herein, and all prior negotiations, writings, agreements and understandings are merged in and are superseded by this Agreement. No statement, promise, or inducement made by the City or Samaritan, either written or oral, which is not contained in this Agreement is binding between the City and Samaritan.

18. **Applicable law.** This Agreement shall be governed by the Laws of the State of New Mexico and the Ordinances, resolutions, rules, and regulations of the City. The venue for any dispute shall be the Fourth Judicial District Court in Las Vegas, New Mexico.

19. **Conformance to Laws.** Samaritan shall comply with all federal, state, county, municipal, and other governmental statutes, ordinances, laws, and regulations, now or hereafter enacted or amended, affecting City property or the services rendered under this Agreement.

20. **New Mexico Tort Claims Act.** Any liability incurred by the City in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, and Section 41-4-1 through 41-4-30. The City and its “public employees,” as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense, and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provisions of the New Mexico Tort Claims Act.

21. **Third-Party Beneficiaries.** By entering into this Agreement, Samaritan and the City do not intend to, and shall not, create any right, title, or interest in or for the benefit of any entity other than the City and Samaritan. No entity shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third-party beneficiary under this Agreement.

22. **Miscellaneous.** Each individual who signs this Agreement warrants and represents, under penalty of perjury, that he/she has full and complete authority to execute this Agreement on behalf of their respective entity. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs and successors. Time shall be of the essence regarding all obligations of the parties herein. In the event that any of the terms of this Agreement are found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remainder of this Agreement shall continue in full force and effect. The City Manager shall have the final say as to the meaning of this Agreement, including, but not limited to, whether the deliverables were met or obligations were fulfilled. Samaritan and its members or agents understand that they may appeal the decision of the City Manager to the City’s Governing Body. The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach to the same or any other provision of the Agreement. This Agreement is subject to the terms and conditions of the Statutes of New Mexico, the Charter and Ordinances of the City of Las Vegas as they exist at the time this Agreement is signed. All of these Statutes, Charter and Ordinances are incorporated by reference into this Agreement.

23. **Scope of Work.** Samaritan shall provide the following services within the City to eligible populations to be served to reduce the length of time persons remain homeless by providing the following accommodation for a maximum of twelve people:

- A. Sleeping accommodations from 1900 hrs. ~~to 0830~~ to 0830 hrs.,
- B. The provisions of dinner and breakfast,
- C. Clothing, and hygiene items as necessary.

D. ~~Housing referral~~Housing referrals to all in need or the appropriate resource as requested by the guest.

E. Develop and implement policies and ~~procedures related~~procedures related to safety and security in the dorms. These policies and procedures should be communicated to all tenants and staff.

The Scope of Work shall be achieved and operate under the following conditions:

- a. Samaritan shall operate within an Interim Rule Program (IRP), where new, revised, removed or recommended policy or procedures from staff, guests, the public or interested parties shall be formally introduced to the Board of Directors for consideration. The final rule shall be posted at the entrances of the Samaritan House.
- b. Law Enforcement shall have access to all outdoor camera systems on request.
- c. A dedicated phone line and voice mailbox shall be available for public comment 24 hours a day for the term of this agreement.
- d. Twice monthly, for 30-45 minutes, Samaritan House will open a Zoom session for updates to the public on the most recent efforts to combat addiction, stigma, and mental illness in San Miguel County and to ask questions of the experts.
- e. One Board member appointment shall be made available to any neighborhood homeowner within the shelter zip code for the term of this agreement.
- f. Have a Fire inspection conducted by Las Vegas Fire Department annually to assure fire codes are up to date.

Staffing: Samaritan shall operate a homeless shelter located at the corner of 7th Street and Lincoln Avenue. The Shelter will be staffed in the evenings. Staff will conduct intake, serve dinner, and ensure that guests are settled in comfortably and safely. The nighttime staff member will be on duty overnight and trained in but not limited to: Samaritan policies and procedures, crisis management, use of Narcan, drug detection, issues of mental health, and medication handling. Samaritan House will strive to end homelessness.

Food Preparation & Service: Samaritan House will acquire and maintain all NM Health Department licensure to ensure that food is handled properly and that the dishwashing process meets all applicable laws and regulations.

Emergency Shelter Facilities: The Shelter will be a safe, warm, and secure facility that is open to anyone who needs help and is willing to observe the facility's rules. Smoking will be restricted to a secured area outside of the building and within the Shelter's fenced-enclosed area. The Shelter shall provide guests access to a computer.

Licenses: Samaritan shall obtain and maintain throughout this Agreement all applicable professional and business licenses required by law for itself, its employees, agents, representatives, and subcontractors.

Reports: Samaritan shall provide the City Council, City Manager and Finance Department a monthly report, due by the 15th of each month, outlining expenses paid for with City funding in a line-item budget format.

The Samaritan House shall be paid by the City only for services actually performed.

Records and Audits: Samaritan shall maintain, throughout the term of this Agreement and for a period of five years thereafter, detailed descriptions that indicate the date, time, and nature of services rendered under the terms and limitations of this agreement.

These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing before and after payment to Samaritan House. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

Inspections: Any City Department authorized by law can enter and inspect the Samaritan shelter with or without notice. Any violation and conviction of Samaritan House of interfering with a lawful entry and inspection by the City shall immediately void and terminate this agreement.

IN WITNESS ~~of which~~ WHEREOF, the City and Samaritan have duly executed this instrument as of the Effective Date.

CITY OF LAS VEGAS

Approved By:

Tim Montgomery, City Manager

Date: _____

Attest: _____

Casandra Fresquez, City Clerk

Approved as to legal sufficiency

SAMARITAN:

Signature: _____

Printed Name: _____

Title: _____

Email address: _____

Date: _____

There does not appear to be an emergency number and they appear to only be open four days a week according to information on the internet. Citizens do call the City from time to time asking for an emergency phone number but we do not find another number other than the 505-454-1390.

501 7th Street
Las Vegas, NM 87701

Phone: 505-454-1390

Closed Now

Sunday: Closed

Monday: Closed

Tuesday: 9:00 AM - 3:00 PM MDT

Wednesday: 9:00 AM - 3:00 PM MDT

Thursday: 9:00 AM - 3:00 PM MDT

Friday: 9:00 AM - 3:00 PM MDT

Saturday: Closed

FROM THE INTERNET:

A group of citizens from a local Presbyterian Church initially created the nonprofit as a center for transient youth in the Northern New Mexico city. They later offered a homeless shelter for adults and food distribution services. Housing assistance and addiction counseling were also added to fulfill a need.

SAMARITAN HOUSE INC.

(Information included here is taken directly from the IRS 990 -Return of Organization Exempt from Income Tax)

To see full IRS documents go to <https://apps.irs.gov/app/eos> and insert EIN 75-5009107

These records are Public Records on the website

(2022 numbers were provided directly from Samaritan Hse

INCOME	2020	2021	2022
Government grants (contributions)	\$ 452,366.00	\$ 444,024.00	
<i>HUD</i>			\$ 129,067.00
<i>City of Las Vegas</i>			\$ 59,000.00
<i>FEMA/DHS</i>			\$ 7,966.00
<i>NM Mortgage Finance Authority</i>			\$ 15,983.00
<i>San Miguel County</i>			\$ 15,000.00
Other gifts not included above	\$ 233,010.00	\$ 163,525.00	\$ 94,808.00
Other revenue			
Sales of Inventory	\$ 77,595.00	\$ 182,227.00	\$ 87,790.00
insurance Recovery		\$ -	\$ 180,712.00
Payroll Protection Plan		\$ 60,199.00	\$ 63,544.00
Refunds		\$ -	\$ 13,142.00
TOTAL	\$ 762,971.00	\$ 849,975.00	\$ 667,012.00
	2020	2021	2022
EXPENSES			
Grants for assistance to clients	\$ 141,099.00	\$ 159,715.00	\$ 89,815.00
Salaries			
Salary Officers/Directors	\$ 52,000.00	\$ 51,080.00	\$ 40,500.00
Other salaries	\$ 255,990.00	\$ 374,833.00	\$ 313,669.00
Payroll Taxes	\$ 26,036.00	\$ 48,293.00	\$ 40,828.00
Other Empl benefits			\$ 237.00
Other expenses			
Legal		\$ 15,000.00	\$ -
Accounting		\$ 6,203.00	\$ 8,360.00
*OTHER	\$ 23,207.00	\$ 3,537.00	\$ 7,502.00
Advertising	\$ 150.00	\$ 215.00	\$ 212.00
Office Expense	\$ 53,483.00	\$ 59,939.00	\$ 31,557.00
Information Technology	\$ 8,920.00	\$ 10,944.00	\$ 8,643.00
Occupancy	\$ 40,315.00	\$ 34,036.00	\$ 20,653.00
Travel	\$ 2,545.00	\$ 5,526.00	\$ 3,226.00
Conference/Convention	\$ 291.00		
Insurance	\$ 13,878.00	\$ 9,066.00	\$ 15,583.00
Interest	\$ 15,643.00	\$ 14,700.00	\$ 10,398.00
Repairs & Maintenance	\$ 8,795.00	\$ 16,578.00	\$ 18,612.00
not listed expense ???			\$ 7,401.00
MISC. EXPENSE	\$ 2,208.00	\$ 2,488.00	\$ 6,010.00
Fundraising			\$ 2,160.00
*All other expenses???			\$ 2,257.00
TOTAL	\$ 644,560.00	\$ 812,153.00	\$ 627,623.00

SAMARITAN HOUSE INC.

(Information included here is taken directly from the IRS 990 -Return of Organization Exempt from Income Tax)

To see full IRS documents go to <https://apps.irs.gov/app/eos> and insert EIN 75-5009107

These records are Public Records on the website

(2022 numbers were provided directly from Samaritan Hse)

	<u>2020</u>		<u>2021</u>		<u>2022</u>
Fund raising cost included in EXPENSE NUMBERS	\$ 78,889.00	\$	126,839.00	\$	121,973.00
Depreciation (is not a Cash component)	\$ 18,408.00	\$	39,059.00	\$	40,052.00
	<u>\$ 118,411.00</u>	\$	<u>37,822.00</u>	\$	<u>39,389.00</u>
CASH ON HAND AT THE END OF THE YEAR	\$ 143,778.00	\$	152,219.00	\$	95,283.00

Return of Organization Exempt From Income Tax
Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)
Do not enter social security numbers on this form as it may be made public.
Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047
2022
Open to Public Inspection

A For the 2022 calendar year, or tax year beginning _____, **and ending** _____

B Check if applicable: <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Initial return <input type="checkbox"/> Final return/terminated <input type="checkbox"/> Amended return <input type="checkbox"/> Application pending	C Name of organization Samaritan House, Inc.		D Employer identification number 75-5009107
	Doing business as		E Telephone number 505-454-1390
	Number and street (or P.O. box if mail is not delivered to street address) P.O. Box 1687		
	City or town, state or province, country, and ZIP or foreign postal code Las Vegas NM 87701-1687		G Gross receipts 667,012

F Name and address of principal officer: George Lyon P.O. Box 1687 Las Vegas NM 87701	H(a) Is this a group return for subordinates? Yes <input checked="" type="checkbox"/> No H(b) Are all subordinates included? Yes <input type="checkbox"/> No If "No," attach a list. See instructions.
---	--

I Tax-exempt status X 501(c)(3) 501(c) () (insert no.) 4947(a)(1) or 527	J Website: www.lvsamaritan.org	H(c) Group exemption number
--	---------------------------------------	------------------------------------

K Form of organization: X Corporation Trust Association Other	L Year of formation: 1985	M State of legal domicile: NM
--	----------------------------------	--------------------------------------

Part I Summary

Activities & Governance	1 Briefly describe the organization's mission or most significant activities: See Schedule O				
	2 Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.				
	3	Number of voting members of the governing body (Part VI, line 1a)	5		
	4	Number of independent voting members of the governing body (Part VI, line 1b)	5		
	5	Total number of individuals employed in calendar year 2022 (Part V, line 2a)	34		
	6	Total number of volunteers (estimate if necessary)	75		
	7a	Total unrelated business revenue from Part VIII, column (C), line 12	0		
7b	Net unrelated business taxable income from Form 990-T, Part I, line 11	0			
Revenue	8	Contributions and grants (Part VIII, line 1h)	607,549	321,824	
	9	Program service revenue (Part VIII, line 2g)	0	0	
	10	Investment income (Part VIII, column (A), lines 3, 4, and 7d)	0	0	
	11	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	242,426	345,188	
	12	Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	849,975	667,012	
	Expenses	13	Grants and similar amounts paid (Part IX, column (A), lines 1-3)	159,715	89,815
		14	Benefits paid to or for members (Part IX, column (A), line 4)	0	0
		15	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	474,206	395,234
		16a	Professional fundraising fees (Part IX, column (A), line 11e)	0	0
16b		Total fundraising expenses (Part IX, column (D), line 25)	121,973	0	
17		Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	217,741	182,626	
18	Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	851,662	667,675		
19	Revenue less expenses. Subtract line 18 from line 12	-1,687	-663		
Net Assets or Fund Balances	20	Total assets (Part X, line 16)	1,106,028	997,555	
	21	Total liabilities (Part X, line 26)	381,399	273,589	
	22	Net assets or fund balances. Subtract line 21 from line 20	724,629	723,966	

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here	Signature of officer George Lyon		Date		
	Type or print name and title Executive Director				
Paid Preparer Use Only	Pnn/Type preparer's name Ollie D. Waters	Preparer's signature Ollie D. Waters	Date 10/24/23	Check if self-employed <input type="checkbox"/>	PTIN P00072561
	Firm's name Waters & Company, LLC			Firm's EIN 20-5855985	
	Firm's address 3311 Candelaria NE Suite J Albuquerque, NM 87107-1952			Phone no. 505-260-0616	

Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors

Check if Schedule O contains a response or note to any line in this Part VII

Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

1a Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
- List all of the organization's **current** key employees, if any. See instructions for definition of "key employee."
- List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (box 5 of Form W-2, box 6 of Form 1099-MISC, and/or box 1 of Form 1099-NEC) of more than \$100,000 from the organization and any related organizations.
- List all of the organization's **former** officers, key employees, and highest compensated employees who received more than \$100,000 of reportable compensation from the organization and any related organizations.
- List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than \$10,000 of reportable compensation from the organization and any related organizations. See the instructions for the order in which to list the persons above.

Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC/1099-NEC)	(E) Reportable compensation from related organizations (W-2/1099-MISC/1099-NEC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) Mark Saiz President	2.00 0.00	X						0	0	0
(2) Rebecca Moore Vice President	2.00 0.00	X						0	0	0
(3) Paul Hesch Treasurer	2.00 0.00	X						0	0	0
(4) Patrick Alire Secretary	2.00 0.00	X						0	0	0
(5) Katie Palmer Director	2.00 0.00	X						0	0	0
(6) George Lyon Executive Director	40.00 0.00			X				40,500	0	0
(7)										
(8)										
(9)										
(10)										
(11)										

Part IX Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX

	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.				
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21				
2 Grants and other assistance to domestic individuals. See Part IV, line 22	89,815	89,815		
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees	40,500	20,250	20,250	
6 Compensation not included above to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7 Other salaries and wages	313,669	188,358	40,252	85,059
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)				
9 Other employee benefits	237	140	40	57
10 Payroll taxes	40,828	24,048	6,975	9,805
11 Fees for services (nonemployees):				
a Management				
b Legal				
c Accounting	8,360		8,360	
d Lobbying				
e Professional fundraising services. See Part IV, line 7				
f Investment management fees				
g Other. If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Schedule O.	7,502	6,726		776
12 Advertising and promotion	212	212		
13 Office expenses	31,557	17,169	7,274	7,114
14 Information technology	8,643	5,091	1,476	2,076
15 Royalties				
16 Occupancy	20,653	17,348	1,033	2,272
17 Travel	3,226	2,412		814
18 Payments of travel or entertainment expenses for any federal, state, or local public officials				
19 Conferences, conventions, and meetings				
20 Interest	10,398		10,398	
21 Payments to affiliates				
22 Depreciation, depletion, and amortization	40,052	34,445	5,607	
23 Insurance	15,583	5,361	8,040	2,182
24 Other expenses. Itemize expenses not covered above (List miscellaneous expenses on line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O.)				
a Repairs and maint.	18,612	18,612		
b	7,401			7,401
c Misc. expenses	6,010		6,010	
d Fundraising	2,160			2,160
e All other expenses	2,257			2,257
25 Total functional expenses. Add lines 1 through 24e.	667,675	429,987	115,715	121,973
26 Joint costs. Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here if following SOP 98-2 (ASC 958-720)				

Part VIII Statement of Revenue

Check if Schedule O contains a response or note to any line in this Part VIII

			(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512-514
Contributions, Gifts, Grants and Other Similar Amounts	1a	Federated campaigns	1a			
	b	Membership dues	1b			
	c	Fundraising events	1c			
	d	Related organizations	1d			
	e	Government grants (contributions)	1e	227,016		
	f	All other contributions, gifts, grants, and similar amounts not included above	1f	94,808		
	g	Noncash contributions included in lines 1a-1f	1g	\$		
	h Total. Add lines 1a-1f			321,824		
	Program Service Revenue			Business Code		
2a						
b						
c						
d						
e						
f		All other program service revenue				
g Total. Add lines 2a-2f						
Other Revenue	3		Investment income (including dividends, interest, and other similar amounts)			
	4		Income from investment of tax-exempt bond proceeds			
	5		Royalties			
	6a	Gross rents	(i) Real			
			(ii) Personal			
			6a			
	b	Less: rental expenses	6b			
	c	Rental inc. or (loss)	6c			
	d			Net rental income or (loss)		
	7a	Gross amount from sales of assets other than inventory	(i) Securities			
			(ii) Other			
			7a			
	b	Less: cost or other basis and sales exps.	7b			
	c	Gain or (loss)	7c			
	d			Net gain or (loss)		
8a		Gross income from fundraising events (not including \$ of contributions reported on line 1c). See Part IV, line 18	8a			
b		Less: direct expenses	8b			
c			Net income or (loss) from fundraising events			
9a		Gross income from gaming activities. See Part IV, line 19	9a			
b		Less: direct expenses	9b			
c			Net income or (loss) from gaming activities			
10a		Gross sales of inventory, less returns and allowances	10a	87,790		
b		Less: cost of goods sold	10b			
c			Net income or (loss) from sales of inventory	87,790		87,790
Miscellaneous Revenue			Business Code			
	11a	Insurance Recovery		180,712	180,712	
	b	Payroll Protection Plan For		63,544	63,544	
	c	Refunds		13,142	13,142	
	d			All other revenue		
	e			Total. Add lines 11a-11d	257,398	
12			Total revenue. See instructions	667,012	257,398	0
						87,790

Part X Balance Sheet

Check if Schedule O contains a response or note to any line in this Part X

		(A)		(B)
		Beginning of year		End of year
Assets	1 Cash—non-interest-bearing	152,219	1	95,283
	2 Savings and temporary cash investments		2	
	3 Pledges and grants receivable, net	22,480	3	10,646
	4 Accounts receivable, net		4	349
	5 Loans and other receivables from any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		5	
	6 Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), and persons described in section 4958(c)(3)(B)		6	
	7 Notes and loans receivable, net		7	
	8 Inventories for sale or use		8	
	9 Prepaid expenses and deferred charges	7,259	9	7,259
	10a Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	10a 1,021,568		
	b Less: accumulated depreciation	10b 137,550	924,070	10c 884,018
	11 Investments—publicly traded securities		11	
	12 Investments—other securities. See Part IV, line 11		12	
	13 Investments—program-related. See Part IV, line 11		13	
	14 Intangible assets		14	
	15 Other assets. See Part IV, line 11		15	
16 Total assets. Add lines 1 through 15 (must equal line 33)		1,106,028	16	997,555
Liabilities	17 Accounts payable and accrued expenses	18,217	17	11,987
	18 Grants payable		18	
	19 Deferred revenue		19	
	20 Tax-exempt bond liabilities		20	
	21 Escrow or custodial account liability. Complete Part IV of Schedule D		21	
	22 Loans and other payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		22	
	23 Secured mortgages and notes payable to unrelated third parties	216,757	23	187,724
	24 Unsecured notes and loans payable to unrelated third parties		24	
	25 Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D	146,425	25	73,878
	26 Total liabilities. Add lines 17 through 25	381,399	26	273,589
Net Assets or Fund Balances	Organizations that follow FASB ASC 958, check here <input checked="" type="checkbox"/> and complete lines 27, 28, 32, and 33.			
	27 Net assets without donor restrictions	724,629	27	723,966
	28 Net assets with donor restrictions		28	
	Organizations that do not follow FASB ASC 958, check here <input type="checkbox"/> and complete lines 29 through 33.			
	29 Capital stock or trust principal, or current funds		29	
	30 Paid-in or capital surplus, or land, building, or equipment fund		30	
	31 Retained earnings, endowment, accumulated income, or other funds		31	
	32 Total net assets or fund balances	724,629	32	723,966
33 Total liabilities and net assets/fund balances	1,106,028	33	997,555	

Part XI Reconciliation of Net Assets

Check if Schedule O contains a response or note to any line in this Part XI

1	Total revenue (must equal Part VIII, column (A), line 12)	1	667,012
2	Total expenses (must equal Part IX, column (A), line 25)	2	667,675
3	Revenue less expenses. Subtract line 2 from line 1	3	-663
4	Net assets or fund balances at beginning of year (must equal Part X, line 32, column (A))	4	724,629
5	Net unrealized gains (losses) on investments	5	
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain on Schedule O)	9	
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 32, column (B))	10	723,966

Part XII Financial Statements and Reporting

Check if Schedule O contains a response or note to any line in this Part XII

		Yes	No
1	Accounting method used to prepare the Form 990: Cash <input type="checkbox"/> Accrual <input checked="" type="checkbox"/> Other _____ If the organization changed its method of accounting from a prior year or checked "Other," explain on Schedule O.		
2a	Were the organization's financial statements compiled or reviewed by an independent accountant? If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both: <input type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis		X
2b	Were the organization's financial statements audited by an independent accountant? If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both: <input checked="" type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis	X	
2c	If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant? If the organization changed either its oversight process or selection process during the tax year, explain on Schedule O.	X	
3a	As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Uniform Guidance, 2 C.F.R. Part 200, Subpart F?		X
3b	If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why on Schedule O and describe any steps taken to undergo such audits		

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

2021

Do not enter social security numbers on this form as it may be made public.

Go to www.irs.gov/Form990 for instructions and the latest information.

Open to Public Inspection

Department of the Treasury
Internal Revenue Service

A For the 2021 calendar year, or tax year beginning 01-01-2021, and ending 12-31-2021

- B** Check if applicable:
- Address change
 - Name change
 - Initial return
 - Final return/terminated
 - Amended return
 - Application pending

C Name of organization
SAMARITAN HOUSE INC

Doing business as

Number and street (or P.O. box if mail is not delivered to street address) Room/suite
PO BOX 1687

City or town, state or province, country, and ZIP or foreign postal code
LAS VEGAS, NM 877011687

D Employer identification number
75-5009107

E Telephone number
(505) 454-1390

G Gross receipts \$ 849,975

F Name and address of principal officer:
GEORGE LYON
PO BOX 1687
LAS VEGAS, NM 87701

H(a) Is this a group return for subordinates? Yes No

H(b) Are all subordinates included? Yes No
If "No," attach a list. See instructions.

H(c) Group exemption number ▶

I Tax-exempt status: 501(c)(3) 501(c) () ◀ (insert no.) 4947(a)(1) or 527

J Website: ▶ WWW.LVSAMARITAN.ORG

K Form of organization: Corporation Trust Association Other ▶

L Year of formation: 1985

M State of legal domicile:
NM

Part I Summary

1 Briefly describe the organization's mission or most significant activities:
SAMARITAN HOUSE EMBRACES THE MISSION OF PROVIDING TEMPORARY SHELTER, FOOD, AND HOUSEHOLD ASSISTANCE FOR THOSE IN NEED IN THE LAS VEGAS COMMUNITY AND SURROUNDING AREA, IN COOPERATION WITH OTHER AGENCIES, INCLUDING PUBLIC, PRIVATE NON-PROFIT AND FAITH-BASED AGENCIES WITH SIMILAR OBJECTIVES.

2 Check this box if the organization discontinued its operations or disposed of more than 25% of its net assets.

3 Number of voting members of the governing body (Part VI, line 1a)	3	7
4 Number of independent voting members of the governing body (Part VI, line 1b)	4	7
5 Total number of individuals employed in calendar year 2021 (Part V, line 2a)	5	42
6 Total number of volunteers (estimate if necessary)	6	75
7a Total unrelated business revenue from Part VIII, column (C), line 12	7a	0
7b Net unrelated business taxable income from Form 990-T, Part I, line 11	7b	

Activities & Governance

Revenue

Expenses

Net Assets or Fund Balances

	Prior Year	Current Year
8 Contributions and grants (Part VIII, line 1h)	685,376	607,549
9 Program service revenue (Part VIII, line 2g)		0
10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)		0
11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	77,595	242,426
12 Total revenue—add lines 8 through 11 (must equal Part VIII, column (A), line 12)	762,971	849,975
13 Grants and similar amounts paid (Part IX, column (A), lines 1-3)	141,099	159,715
14 Benefits paid to or for members (Part IX, column (A), line 4)		0
15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	334,026	474,206
16a Professional fundraising fees (Part IX, column (A), line 11e)		0
b Total fundraising expenses (Part IX, column (D), line 25) ▶126,839		
17 Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	187,843	217,741
18 Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	662,968	851,662
19 Revenue less expenses. Subtract line 18 from line 12	100,003	-1,687
	Beginning of Current Year	End of Year
20 Total assets (Part X, line 16)	1,139,332	1,106,028
21 Total liabilities (Part X, line 26)	413,016	381,399
22 Net assets or fund balances. Subtract line 21 from line 20	726,316	724,629

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here Signature of officer: GEORGE LYON EXECUTIVE DIRECTOR
Date: 2022-10-11

Paid Preparer Use Only
Print/Type preparer's name: WATERS & COMPANY LLC
Preparer's signature: _____
Date: 2022-10-14
Check if self-employed
PTIN: P02265456
Firm's EIN: 20-5855985
Firm's address: 3311 CANDELARIA NE SUITE J, ALBUQUERQUE, NM 871071952
Phone no. (505) 260-0616

May the IRS discuss this return with the preparer shown above? (see instructions) Yes No

Statement of Revenue

Check if Schedule O contains a response or note to any line in this Part VIII

		(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512 - 514	
Contributions, Gifts, Grants and Other Similar Amounts	1a Federated campaigns	1a				
	b Membership dues	1b				
	c Fundraising events	1c				
	d Related organizations	1d				
	e Government grants (contributions)	1e 444,024				
	f All other contributions, gifts, grants, and similar amounts not included above	1f 163,525				
	g Noncash contributions included in lines 1a - 1f:\$	1g				
	h Total. Add lines 1a-1f		607,549			
	Program Service Revenue	2a	Business Code			
b						
c						
d						
e						
f All other program service revenue.						
g Total. Add lines 2a-2f.						
Other Revenue	3 Investment income (including dividends, interest, and other similar amounts)					
	4 Income from investment of tax-exempt bond proceeds					
	5 Royalties					
	6a Gross rents	(i) Real	6a			
			(ii) Personal			
		b Less: rental expenses	6b			
		c Rental income or (loss)	6c			
	d Net rental income or (loss)					
	7a Gross amount from sales of assets other than inventory	(i) Securities	7a			
			(ii) Other			
		b Less: cost or other basis and sales expenses	7b			
		c Gain or (loss)	7c			
	d Net gain or (loss)					
	8a Gross income from fundraising events (not including \$ of contributions reported on line 1c). See Part IV, line 18	8a				
		b Less: direct expenses	8b			
		c Net income or (loss) from fundraising events				
	9a Gross income from gaming activities. See Part IV, line 19	9a				
b Less: direct expenses		9b				
c Net income or (loss) from gaming activities						
10a Gross sales of inventory, less returns and allowances	10a	182,227				
	b Less: cost of goods sold	10b				
	c Net income or (loss) from sales of inventory		182,227		182,227	
Miscellaneous Revenue		Business Code				
11a PAYROLL PROTECTION PLAN FOR		60,199	60,199			
b						
c						
d All other revenue						
e Total. Add lines 11a-11d		60,199				
12 Total revenue. See instructions		849,975				

Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21				
2 Grants and other assistance to domestic individuals. See Part IV, line 22	159,715	159,715		
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16.				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees	51,080	25,540	25,540	
6 Compensation not included above, to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7 Other salaries and wages	374,833	244,604	37,036	93,193
8 Pension plan accruals and contributions (include section 401 (k) and 403(b) employer contributions)				
9 Other employee benefits				
10 Payroll taxes	48,293	30,631	7,095	10,567
11 Fees for services (non-employees):				
a Management				
b Legal	15,000		15,000	
c Accounting	6,203		6,203	
d Lobbying				
e Professional fundraising services. See Part IV, line 17				
f Investment management fees				
g Other (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Schedule O)	3,537	3,537		
12 Advertising and promotion	215	215		
13 Office expenses	59,939	35,523	12,276	12,140
14 Information technology	10,944	6,941	1,608	2,395
15 Royalties				
16 Occupancy	34,036	29,646	1,372	3,018
17 Travel	5,526			5,526
18 Payments of travel or entertainment expenses for any federal, state, or local public officials				
19 Conferences, conventions, and meetings				
20 Interest	14,700		14,700	
21 Payments to affiliates				
22 Depreciation, depletion, and amortization	39,509	33,978	5,531	
23 Insurance	9,066	1,026	8,040	
24 Other expenses. Itemize expenses not covered above (List miscellaneous expenses in line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O.)				
a REPAIRS AND MAINT.	16,578	16,578		
b MISC. EXPENSES	2,488		2,488	
c				
d				
e All other expenses				
25 Total functional expenses. Add lines 1 through 24e	851,662	587,934	136,889	126,839
26 Joint costs. Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here <input type="checkbox"/> if following SOP 98-2 (ASC 958-720).				

Part X Balance Sheet

Check if Schedule O contains a response or note to any line in this Part IX

		(A) Beginning of year		(B) End of year
1	Cash—non-interest-bearing	143,778	1	152,219
2	Savings and temporary cash investments		2	
3	Pledges and grants receivable, net	51,489	3	22,480
4	Accounts receivable, net		4	
5	Loans and other receivables from any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		5	
6	Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), and persons described in section 4958(c)(3)(B)		6	
7	Notes and loans receivable, net		7	
8	Inventories for sale or use		8	
9	Prepaid expenses and deferred charges	4,104	9	7,259
10a	Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	10a 1,021,568		
b	Less: accumulated depreciation	10b 97,498	10c 939,961	924,070
11	Investments—publicly traded securities		11	
12	Investments—other securities. See Part IV, line 11		12	
13	Investments—program-related. See Part IV, line 11		13	
14	Intangible assets		14	
15	Other assets. See Part IV, line 11		15	
16	Total assets. Add lines 1 through 15 (must equal line 33)	1,139,332	16	1,106,028
17	Accounts payable and accrued expenses	22,086	17	18,217
18	Grants payable		18	
19	Deferred revenue		19	
20	Tax-exempt bond liabilities		20	
21	Escrow or custodial account liability. Complete Part IV of Schedule D		21	
22	Loans and other payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		22	
23	Secured mortgages and notes payable to unrelated third parties	241,588	23	216,757
24	Unsecured notes and loans payable to unrelated third parties		24	
25	Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17 - 24). Complete Part X of Schedule D	149,342	25	146,425
26	Total liabilities. Add lines 17 through 25	413,016	26	381,399
Organizations that follow FASB ASC 958, check here <input checked="" type="checkbox"/> and complete lines 27, 28, 32, and 33.				
27	Net assets without donor restrictions	726,316	27	724,629
28	Net assets with donor restrictions		28	
Organizations that do not follow FASB ASC 958, check here <input type="checkbox"/> and complete lines 29 through 33.				
29	Capital stock or trust principal, or current funds		29	
30	Paid-in or capital surplus, or land, building or equipment fund		30	
31	Retained earnings, endowment, accumulated income, or other funds		31	
32	Total net assets or fund balances	726,316	32	724,629
33	Total liabilities and net assets/fund balances	1,139,332	33	1,106,028

Return of Organization Exempt From Income Tax

2020

Open to Public Inspection

Department of the Treasury Internal Revenue Service

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

- Do not enter social security numbers on this form as it may be made public.
Go to www.irs.gov/Form990 for instructions and the latest information.

A For the 2020 calendar year, or tax year beginning 01-01-2020, and ending 12-31-2020

- B Check if applicable: Address change, Name change, Initial return, Final return/terminated, Amended return, Application pending

C Name of organization SAMARITAN HOUSE INC
Doing business as
Number and street (or P.O. box if mail is not delivered to street address) Room/suite
City or town, state or province, and ZIP or foreign postal code

D Employer identification number 75-5009107
E Telephone number (505) 454-1390

F Name and address of principal officer: APRIL VALDEZ, PO BOX 1687, LAS VEGAS, NM 87701

H(a) Is this a group return for subordinates?
H(b) Are all subordinates included?
H(c) Group exemption number

I Tax-exempt status: 501(c)(3), 501(c) () (insert no.), 4947(a)(1) or 527

J Website: WWW.LVSAMARITAN.ORG

K Form of organization: Corporation, Trust, Association, Other

L Year of formation: 1985
M State of legal domicile: NM

Part I Summary

Table with 3 columns: Line number, Description, and Amount. Rows include: 1. Mission statement; 2-7. Governance and membership; 8-12. Revenue; 13-19. Expenses; 20-22. Net Assets or Fund Balances.

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete.

Signature of officer: APRIL VALDEZ EXECUTIVE DIRECTOR, Date: 2021-12-03

Paid Preparer Use Only: Print/Type preparer's name, Preparer's signature, Date, Firm's name, Firm's EIN, Firm's address, Phone no.

May the IRS discuss this return with the preparer shown above? (see instructions) Yes No

Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21				
2 Grants and other assistance to domestic individuals. See Part IV, line 22	141,099	141,099		
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16.				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees				
6 Compensation not included above, to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)	52,000	26,000	26,000	
7 Other salaries and wages	255,990	159,626	38,695	57,669
8 Pension plan accruals and contributions (include section 401 (k) and 403(b) employer contributions)				
9 Other employee benefits				
10 Payroll taxes	26,036	15,692	5,469	4,875
11 Fees for services (non-employees):				
a Management				
b Legal				
c Accounting				
d Lobbying				
e Professional fundraising services. See Part IV, line 17				
f Investment management fees				
g Other (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Schedule O)	23,207	17,005	6,202	
12 Advertising and promotion	150	150		
13 Office expenses	53,483	30,170	14,102	9,211
14 Information technology	8,920	5,376	1,874	1,670
15 Royalties				
16 Occupancy	40,315	35,976	1,356	2,983
17 Travel	2,545	32	32	2,481
18 Payments of travel or entertainment expenses for any federal, state, or local public officials				
19 Conferences, conventions, and meetings	291	291		
20 Interest	15,643		15,643	
21 Payments to affiliates				
22 Depreciation, depletion, and amortization	18,408	15,886	2,522	
23 Insurance	13,878	6,286	7,592	
24 Other expenses. Itemize expenses not covered above (List miscellaneous expenses in line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O.)				
a REPAIRS AND MAINT.	8,795	8,795		
b MISC. EXPENSES	2,208		2,208	
c				
d				
e All other expenses				
25 Total functional expenses. Add lines 1 through 24e	662,968	462,384	121,695	78,889
26 Joint costs. Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here <input type="checkbox"/> if following SOP 98-2 (ASC 958-720).				

Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21				
2 Grants and other assistance to domestic individuals. See Part IV, line 22	141,099	141,099		
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16.				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees				
6 Compensation not included above, to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)	52,000	26,000	26,000	
7 Other salaries and wages	255,990	159,626	38,695	57,669
8 Pension plan accruals and contributions (include section 401 (k) and 403(b) employer contributions)				
9 Other employee benefits				
10 Payroll taxes	26,036	15,692	5,469	4,875
11 Fees for services (non-employees):				
a Management				
b Legal				
c Accounting				
d Lobbying				
e Professional fundraising services. See Part IV, line 17				
f Investment management fees				
g Other (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Schedule O)	23,207	17,005	6,202	
12 Advertising and promotion	150	150		
13 Office expenses	53,483	30,170	14,102	9,211
14 Information technology	8,920	5,376	1,874	1,670
15 Royalties				
16 Occupancy	40,315	35,976	1,356	2,983
17 Travel	2,545	32	32	2,481
18 Payments of travel or entertainment expenses for any federal, state, or local public officials				
19 Conferences, conventions, and meetings	291	291		
20 Interest	15,643		15,643	
21 Payments to affiliates				
22 Depreciation, depletion, and amortization	18,408	15,886	2,522	
23 Insurance	13,878	6,286	7,592	
24 Other expenses. Itemize expenses not covered above (List miscellaneous expenses in line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O.)				
a REPAIRS AND MAINT.	8,795	8,795		
b MISC. EXPENSES	2,208		2,208	
c				
d				
e All other expenses				
25 Total functional expenses. Add lines 1 through 24e	662,968	462,384	121,695	78,889
26 Joint costs. Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here <input type="checkbox"/> if following SOP 98-2 (ASC 958-720).				

Part X Balance Sheet

Check if Schedule O contains a response or note to any line in this Part IX

		(A) Beginning of year		(B) End of year
ASSETS	1 Cash—non-interest-bearing	202,338	1	143,778
	2 Savings and temporary cash investments		2	
	3 Pledges and grants receivable, net	21,451	3	51,489
	4 Accounts receivable, net		4	
	5 Loans and other payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		5	
	6 Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), and persons described in section 4958(c)(3)(B)		6	
	7 Notes and loans receivable, net		7	
	8 Inventories for sale or use		8	
	9 Prepaid expenses and deferred charges	2,867	9	4,104
	10a Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	10a 997,950		
	b Less: accumulated depreciation	10b 57,989	284,720	10c 939,961
	11 Investments—publicly traded securities		11	
	12 Investments—other securities. See Part IV, line 11		12	
	13 Investments—program-related. See Part IV, line 11		13	
	14 Intangible assets		14	
	15 Other assets. See Part IV, line 11	409,583	15	
16 Total assets. Add lines 1 through 15 (must equal line 33)	920,959	16	1,139,332	
LIABILITIES	17 Accounts payable and accrued expenses	11,924	17	22,086
	18 Grants payable		18	
	19 Deferred revenue		19	
	20 Tax-exempt bond liabilities		20	
	21 Escrow or custodial account liability. Complete Part IV of Schedule D		21	
	22 Loans and other payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		22	
	23 Secured mortgages and notes payable to unrelated third parties	208,886	23	241,588
	24 Unsecured notes and loans payable to unrelated third parties		24	
	25 Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17 - 24). Complete Part X of Schedule D	73,836	25	149,342
	26 Total liabilities. Add lines 17 through 25	294,646	26	413,016
NET ASSETS OR FUND BALANCES	Organizations that follow FASB ASC 958, check here <input checked="" type="checkbox"/> and complete lines 27, 28, 32, and 33.			
	27 Net assets without donor restrictions	626,313	27	726,316
	28 Net assets with donor restrictions		28	
	Organizations that do not follow FASB ASC 958, check here <input type="checkbox"/> and complete lines 29 through 33.			
	29 Capital stock or trust principal, or current funds		29	
	30 Paid-in or capital surplus, or land, building or equipment fund		30	
	31 Retained earnings, endowment, accumulated income, or other funds		31	
	32 Total net assets or fund balances	626,313	32	726,316
33 Total liabilities and net assets/fund balances	920,959	33	1,139,332	



**CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM**

Meeting Date: October 9, 2024

Date Submitted: 9/30/24

Department: Public Works

Item/Topic: Request approval of Resolution No. 24-30 to apply for a grant offer administered by the New Mexico Department of Transportation Aviation Department and to assure matching funds in the amount of \$67,060.04 for the installation of 30,200 feet of an eight foot game fence around the City of Las Vegas Municipal Airport. The City of Las Vegas will need to contribute their share of \$67,060.04 (5%) and the New Mexico Department of Transportation's Aviation Department share being \$1,274,140.82 (95%) for a total amount of \$1,341,200.87.

Fiscal Impact: Assuring matching funds in the amount of \$67,060.04.

Attachments: Resolution 24-30, engineers estimate of cost & quantities.


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.

Approved For Submittal By:



Department Director

Reviewed By:



Finance Director



City Manager

**CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN**

Resolution No. _____
Ordinance No. _____
Contract No. _____
Approved _____

Continued To: _____
Referred To: _____
Denied _____
Other _____

CITY OF LAS VEGAS, NEW MEXICO
Resolution No. 24-30

**A RESOLUTION TO APPLY FOR AND ASSURE THE AVAILABILITY OF
MATCHING FUNDS THROUGH THE NEW MEXICO DEPARTMENT OF
TRANSPORTATION (NMDOT) AVIATION DIVISION DEPARTMENT**

WHEREAS, the City of Las Vegas (“City”) will be applying to the New Mexico Department of Transportation (“NMDOT”) for an Aviation Grant (the “Grant”) for construction of 30,200 feet of an eight (8) foot game fence for the Las Vegas Municipal Airport; and

WHEREAS, the City expects the amount of the project to be a total of \$1,341,200.87; and

WHEREAS, the City would have to contribute 5% (\$67,067.04) in order to receive the Grant of (95%) \$1,274,140.82 for a total amount of \$1,341,200.87; and

WHEREAS, the City will pay any costs that exceed the amount of \$1,341,200.87; and

WHEREAS, if the City is successful in receiving the Grant, it will be used for the installation of the 30,200 feet of an eight (8) foot game fence around the Las Vegas Municipal Airport.

NOW, THEREFORE, BE IT RESOVLED by the City Council of the City of Las Vegas that the recitals are incorporated herein by reference and the Governing Body agrees to contribute 5% of the Grant amount in order to obtain the Grant, and agrees to use the Grant for installation of an eight (8) foot game fence around the Las Vegas Municipal Airport.

APPROVED AND ADOPTED this ____ day of October 2024.

David Romero, Mayor

Approved to Legal Sufficiency



Attorney

ATTEST:

Casandra Fresquez, City Clerk

**City of Las Vegas
Las Vegas Municipal Airport (LVS)
High Game Perimeter Fence**

17-Sep-24

ENGINEER'S OPINION OF PROBABLE COST

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	AMOUNT
1	P-101	Mobilization and Demobilization, Complete	LS	1	50,000.00	50,000.00
2	CSPP	Airport Safety and Security, Complete	LS	1	10,000.00	10,000.00
	P-151	Clearing and Grubbing	AC	7	2,000.00	14,000.00
3	P-156	Temporary Air and Water Pollution, Soil Erosion, and Siltation Control, Complete	LS	1	8,000.00	8,000.00
4	F-161	8' Game Fence w/ Steel Posts and Intermediate Steel T-Posts	LF	30,200	28.00	845,600.00
5	F-161	High Game Fence Gate, 12' Wide, Complete in Place	EA	6	5,000.00	30,000.00
7	F-161	Water Gap Gate, Complete in Place	LF	500	50.00	25,000.00
8		Remove and Dispose Exist Fence incl Exist Gates Where Noted	LF	30,200	1.50	45,300.00
9	GP's	Construction Staking	LS	1	15,000.00	15,000.00
10	GP's	Contractor Quality Control Testing,	LS	1	5,000.00	5,000.00
11	Plans	Warning Signs, Complete in Place	EA	151	75.00	11,325.00
						-
		<i>Subtotal Construction</i>				\$1,059,225.00
		<i>Contingencies</i>	%		10%	\$ 105,922.50
		<i>Subtotal Construction w/Contingencies</i>				\$ 1,165,147.50
		<i>NMGRT</i>	%		6.5833%	\$ 76,705.16
		<i>Total Construction</i>				\$ 1,241,852.66
		<i>Engineering Design and Const Admin</i>				\$ 99,348.21

Total Conceptual Project Cost **\$ 1,341,200.87**

NMDOT Aviation @ 95% **\$ 1,274,140.82**

City at 5% **\$ 67,060.04**



Approval Form

(Contracts, Lease Agreements, RFP's, MOU's, MOA's, Ordinances, Resolutions)

*Reviewed by Tim Montgomery, City Manager

9/25/24
Date

**(if not signed by City Manager first, this document will not be forwarded to the Attorney for review and approval)*

Date Submitted: September 25, 2024

Department Submitting: Public Works

Submitter: Daniel Gurule

Documents to be reviewed: **Resolution 24-30 to apply for a grant offer and assuring matching funds for game fencing at the City of Las Vegas' Municipal Airport**

Deadline: **ASAP**

Submitter Comments: _____

Received by CM - Office Mgr/HR: _____ Date: _____

City Manager / HR Comments: _____

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

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

Changes: _____ Date: _____

1

Attorney Review 09/30/2024
Date

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

2

Finance Director Date

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

3

Tim Montgomery, City Manager Date

Received by City Clerk's Office Date: _____
(Only if being placed on the Agenda)

****This form must be submitted with an Attorney Review prior to review and approval by the City Manager. If there is no Attorney Review, it will not be processed until this step is completed.***



**CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM**

Meeting Date: October 9, 2024

Date Submitted: 09/27/24

Department: Utilities

Item/Topic: Award RFB #2025-01 for Sodium Chloride for the Water Treatment Facility to PVS DX Inc. and enter into contract.

Advertised: 07/12/2024: Las Vegas Optic, Albuquerque Journal and City Website

Bid Opening: 08/01/2024

Number of Bidders: 2 – PVS DX Inc. \$623.28
Technology International Inc. \$7,700.00

Fiscal Impact: Paid for through WTF line item as designated.

Attachments: Original bid, addendum 1, bid opening sheet, bid tabulation, bids received, draft contract.

Committee Recommendation: This item will be discussed at the October 8, 2024 Utility Advisory Committee Meeting. Their recommendation will be provided at the council meeting.

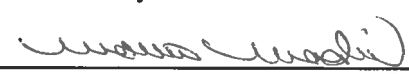
THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

Approved For Submittal By:



Department Director

Reviewed By:



Finance Director



City Manager

**CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN**

Resolution No. _____
Ordinance No. _____
Contract No. _____
Approved _____

Continued To: _____
Referred To: _____
Denied _____
Other _____

REQUEST FOR BIDS

The City of Las Vegas, New Mexico will open Sealed Bids at 2: 00 p.m., 8/1/24, at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

Sodium Chloride

The BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be examined at the following location: City Clerk's Office at 905 12th Street, Las Vegas, NM 87701 or www.lasvegasnm.gov


Mailed bids should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked: **Sodium Chloride** Opening No. 2024-01; on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the Offeror to see that their bid is delivered to the **City Clerk** by the date and time set for the bid request. If the mail or delivery of bid request is delayed beyond the opening date and time, bid thus delayed will not be considered. A public opening will be held and any bidder or their authorized representative is invited to attend.

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

CITY OF LAS VEGAS,



Tim Montgomery, City Manager



Attorney



Casandra Fresquez, City Clerk



Morris Madrid, Finance Director



Dominic Chavez, Purchasing Officer

Opening No. 2024-01

Date Issued: 7/18/24

Published:	<u>Las Vegas Optic</u>	<u>7/12</u>	<u>, 2024</u>
	<u>Albuquerque Journal</u>	<u>7/12</u>	<u>, 2024</u>
	<u>www.lasvegasnm.gov</u>	<u>7/12</u>	<u>, 2024</u>

STANDARD BID CLAUSES

AWARDED BID:

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

TIMETABLE:

Bid pursuant to this request must be received at the City Clerk's Office at 905 12th Street, Las Vegas, New Mexico, on or before: 8/1/24, 2024; 2:00 p.m.; at which time all bids received will be opened. An opening will occur at the City's Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for TBD, 2024. The successful Bidder will be notified by mail.

ENVELOPES:

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

BRIBERY AND KICK-BACK:

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

NON-COLLUSION:

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

RESPONSIBILITY OF BIDDER:

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

CLARIFICATION OF BID:

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

MODIFICATION OF BID:

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

WITHDRAWAL OF BID:

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

INSPECTION:

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

FEDERAL TAX IDENTIFICATION NUMBER:

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

FEDERAL TAX ID NUMBER: _____

SOCIAL SECURITY NUMBER: _____

NEW MEXICO TAX IDENTIFICATION NUMBER:

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

NEW MEXICO TAX IDENTIFICATION NO. (CRS): _____

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Bidder shall submit a complete Campaign Contribution Disclosure Form Pursuant to NMSA 13-1-191.1, as amended.

COMMERCIAL WARRANTY:

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

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

SPECIAL NOTICE:

To preclude possible errors and/or misinterpretations, bid prices must be affixed in ink or typewritten legibly. **Enclose one (1) original and five (5) copies of Bid documents.** Failure to comply with this requirement may result in the rejection of the submitted Bid.

LABELS:

Bidder is required to tab pages which include the following: Notarized Affidavit, Signed Campaign Contribution form, Subcontractor list, Bid bond if applicable and total bid amount page.

DEFAULT:

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

BID PROTESTS:

If any bidder is of the opinion that the specifications as written preclude him/her from submitting a bid, his/her opinion should be made known to the **Department** involved in this bid request at least fifteen (15) days prior to the scheduled bid opening date with a copy forwarded to the **Finance Department**. Bid protests will not be considered from parties who do not also furnish satisfactorily documentation with their protest that their proposed system fully meets the functional intent of the TECHNICAL SPECIFICATIONS which accompany a Call for Bids.

NON-EXCLUSION:

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

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

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

CONTRACT:

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

TERMINATION:

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

TAXES:

Bidder must pay all applicable taxes.

NOTE:

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

CITY OF LAS VEGAS
BIDFORM

BID ITEM (S): Sodium Chloride

A. 1 Pallet (49 Bags Per Pallet)	\$	_____
B. _____	\$	_____
C. _____	\$	_____
D. _____	\$	_____
E. _____	\$	_____
F. _____	\$	_____
G. _____	\$	_____
H. _____	\$	_____
I. _____	\$	_____
J. _____	\$	_____
K. _____	\$	_____
L. _____	\$	_____

NOTE: Each bag should weigh approximately 50 lbs

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

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

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

The following definitions apply:

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

—OR—

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

Signature

Date

Title (Position)

CITY OF LAS VEGAS
BID FORM
OPENING NO: 2024-
BID ITEM: **Sodium Chloride**

PROPERTIES:

Appearance:	White to Opaque Solid
Odor:	Odorless
ph:	7-8
Evaporation Rate:	Not Available
Melting Point:	801C
Freezing Point:	801C
Boiling Point:	1465C
Flash Point:	Not Flammable
Auto Ignition Temperature:	Not Available
Decomposition Temperature:	Not Available
Flammability (Solid, Gas):	Not Applicable
Lower Flammable Limit:	Not Available
Upper Flammable Limit:	Not Available
Vapor Pressure:	2.4 (@747 C)
Vapor Density :	Not Available
Relative Density:	Not Available
Specific Gravity:	2.17
Solubility in water:	Soluble
Partition Coefficient N- Octanol/ water:	Not Available
Viscosity:	Not Available
VOC%:	Not Available



City of Las Vegas

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

Mayor David Romero

ADDENDUM NO. 1 **REQUEST FOR BIDS #2025-01** **Sodium Chloride**

1) RFB #2025-01

- Page #2 was not posted on the website. You can download it and finish your RFB packet. We apologize for the inconvenience.

RFB 2025-01 Sodium chloride
Published: Albuquerque Journal -7/12/24
Las Vegas Optic -7/12/24
City Website -7/12/24

Opening Date 8/1/2024 at 2:00 opening will be 1700 North Grand Ave Las Vegas NM 87701
Addendum may be obtained from the City of Las Vegas City Clerk's Office at 905 12th Street, Las Vegas New Mexico 87701 or the City Web page www.lasvegasnm.gov

David Ulibarri
Councilor Ward I

Michael Montoya
Councilor Ward 2

Barbara Casey
Councilor Ward 3

Marvin Martinez
Councilor Ward 4



Approval Form
(Contracts, Lease Agreements, RFP's, MOU's, MOA's, Ordinances, Resolutions)

***Reviewed:**

[Signature]
Tim Montgomery, City Manager

05/24/2024
Date

**(if not signed by City Manager first, this document will not be forwarded to the Attorney for review and approval)*

Date Submitted: 5/23/2024

Department Submitting: Utilities Project Management

Submitter: Travis Martinez

Documents to be reviewed: Sodium Chloride RFB

Deadline: asap

Submitter Comments: _____

Received by CM - Office Mgr/HR: _____ **Date:** _____

City Manager / HR Comments: _____

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

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

Changes: _____ **Date:** _____

1

[Signature]
Attorney Review

5/31/2024
Date

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

2

[Signature]
Finance Director

6-4-24
Date

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

3

[Signature]
Tim Montgomery, City Manager

06/05/2024
Date

Received by City Clerk's Office **Date:** _____
(Only if being placed on the Agenda)

**This form must be submitted with an Attorney Review prior to review and approval by the City Manager. If there is no Attorney Review, it will not be processed until this step is completed.*

CITY OF LAS VEGAS
/ BID / OPENING

DATE 8-1-2024

OPENING NO: 2025-01

TIME 2:20

DEPARTMENT: **PUBLIC WORKS**

CITY OF Las Vegas Chambers
1700 N. Grand Ave
Las Vegas, NM 87701

ITEM(S): ~~PROFESSIONAL ENGINEERING SERVICES~~ Sodium Chloride
FOR THE CITY OF LAS VEGAS PUBLIC WORKS DEPARTMENT

RECEIVED FROM:	AMOUNT	SUB CONTRACTOR LIST	BID BOND	AFFIDAVIT NOTARIZED	CAMPAIGN DISC. FORM
201 PVS DX Inc	per pallet 588.00 fuel charge 35.28			✓	✓
205 Technology international Inc	7,700.00			✓	✓

COMPANY REPRESENTATIVE

COMPANY NAME

Chris Jackson
Travis Martinez
Adrian Hernandez
Rob Moss

Turner Mfg. & Inst.
CLV Utilities
CLV Project Management
PVS DX

(use other side of form when full)

COPIES TAKEN BY CLIP: _____

COPIES TAKEN BY FINANCE DEPARTMENT: Utilities Dept

DATE: _____

DATE: 8-1-2024

COPIES TAKEN BY DEPT: _____

DATE: 8/1/24

REQUEST FOR BIDS

The City of Las Vegas, New Mexico will open Sealed Bids at 2: 00 p.m., 8/1/24, at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

Sodium Chloride

The BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be examined at the following location: City Clerk's Office at 905 12th Street, Las Vegas, NM 87701 or www.lasvegasnm.gov


Mailed bids should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked: **Sodium Chloride** Opening No. 2024-01; on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the Offeror to see that their bid is delivered to the City Clerk by the date and time set for the bid request. If the mail or delivery of bid request is delayed beyond the opening date and time, bid thus delayed will not be considered. A public opening will be held and any bidder or their authorized representative is invited to attend.

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

CITY OF LAS VEGAS,



Tim Montgomery, City Manager



Attorney



Casandra Fresquez, City Clerk



Morris Madrid, Finance Director



Dominic Chavez, Purchasing Officer

Opening No. 2024-01

Date Issued: 7/18/24

Published:	<u>Las Vegas Optic</u>	<u>7/12</u>	<u>2024</u>
	<u>Albuquerque Journal</u>	<u>7/12</u>	<u>2024</u>
	<u>www.lasvegasnm.gov</u>	<u>7/12</u>	<u>2024</u>

BIDDER INFORMATION

OFFEROR: PVS DX INC.

AUTHORIZED AGENT: Alan Moss

ADDRESS: 3501 2nd. Street SW Albuquerque, NM 87105

TELEPHONE NUMBER (505) 877-3883, 505-379-5830

FAX NUMBER (505) 877-1433

DELIVERY: _____

STATE PURCHASING RESIDENT CERTIFICATION NO.: L0384610416

NEW MEXICO CONTRACTORS LICENSE NO.: _____

BID ITEM (S): **Sodium Chloride**

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

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF New Mexico }

COUNTY OF Bernalillo } ss

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

Alan Moss
Signature

Subscribed and sworn to before me, this 01 day of August, 2024.

(SEAL)

Sally D. Perez
Notary Public Signature
My Commission Expires: May 08, 2027

STATE OF NEW MEXICO
NOTARY PUBLIC
Sally D. Perez
Commission No. 1126009
May 08, 2027

STANDARD BID CLAUSES

AWARDED BID:

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

TIMETABLE:

Bid pursuant to this request must be received at the City Clerk's Office at 905 12th Street, Las Vegas, New Mexico, on or before: 8/1/24, 2024; 2:00 p.m.; at which time all bids received will be opened. An opening will occur at the City's Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for TBD, 2024. The successful Bidder will be notified by mail.

ENVELOPES:

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

BRIBERY AND KICK-BACK:

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

NON-COLLUSION:

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

RESPONSIBILITY OF BIDDER:

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

CLARIFICATION OF BID:

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

MODIFICATION OF BID:

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

WITHDRAWAL OF BID:

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

INSPECTION:

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

FEDERAL TAX IDENTIFICATION NUMBER:

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

FEDERAL TAX ID NUMBER: 93-3292784

SOCIAL SECURITY NUMBER: _____

NEW MEXICO TAX IDENTIFICATION NUMBER:

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

NEW MEXICO TAX IDENTIFICATION NO. (CRS): 03642971006-GRT

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Bidder shall submit a complete Campaign Contribution Disclosure Form Pursuant to NMSA 13-1-191.1, as amended.

COMMERCIAL WARRANTY:

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

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

SPECIAL NOTICE:

To preclude possible errors and/or misinterpretations, bid prices must be affixed in ink or typewritten legibly. Enclose one (1) original and five (5) copies of Bid documents. Failure to comply with this requirement may result in the rejection of the submitted Bid.

LABELS:

Bidder is required to tab pages which include the following: Notarized Affidavit, Signed Campaign Contribution form, Subcontractor list, Bid bond if applicable and total bid amount page.

DEFAULT:

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

BID PROTESTS:

If any bidder is of the opinion that the specifications as written preclude him/her from submitting a bid, his/her opinion should be made known to the Department involved in this bid request at least fifteen (15) days prior to the scheduled bid opening date with a copy forwarded to the Finance Department. Bid protests will not be considered from parties who do not also furnish satisfactorily documentation with their protest that their proposed system fully meets the functional intent of the TECHNICAL SPECIFICATIONS which accompany a Call for Bids.

NON-EXCLUSION:

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

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

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

CONTRACT:

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

TERMINATION:

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

TAXES:

Bidder must pay all applicable taxes.

NOTE:

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

**CITY OF LAS VEGAS
BIDFORM**

BID ITEM (S): Sodium Chloride

A. <u>1 Pallet (49 Bags Per Pallet) (\$.24lb x 50lb = \$12.00bag)</u>	\$ <u>\$588.00 per pallet 49 bags.</u>
B. <u>A 6% Fuel Surcharge for delivery on product only.</u>	\$ <u>\$35.28 for 1 pallet</u>
C. _____	\$ _____
D. _____	\$ _____
E. _____	\$ _____
F. _____	\$ _____
G. _____	\$ _____
H. _____	\$ _____
I. _____	\$ _____
J. _____	\$ _____
K. _____	\$ _____
L. _____	\$ _____

NOTE: Each bag should weigh approximately 50 lbs

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

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

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

The following definitions apply:

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Ken Moore

8/1/2024

Signature

Date

TECH. MANAGER

Title (position)

—OR—

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

R. Moss

8/1/24

Signature

Date

TEPR. MANAGER

Title (Position)

CITY OF LAS VEGAS
BID FORM
OPENING NO: 2024-
BID ITEM: **Sodium Chloride**

PROPERTIES:

Appearance:	White to Opaque Solid
Odor:	Odorless
ph:	7-8
Evaporation Rate:	Not Available
Melting Point:	801C
Freezing Point:	801C
Boiling Point:	1465C
Flash Point:	Not Flammable
Auto Ignition Temperature:	Not Available
Decomposition Temperature:	Not Available
Flammability (Solid, Gas):	Not Applicable
Lower Flammable Limit:	Not Available
Upper Flammable Limit:	Not Available
Vapor Pressure:	2.4 (@747 C)
Vapor Density :	Not Available
Relative Density:	Not Available
Specific Gravity:	2.17
Solubility in water:	Soluble
Partition Coefficient N- Octanol/ water:	Not Available
Viscosity:	Not Available
VOC%:	Not Available

STATE OF NEW MEXICO
TAXATION AND REVENUE DEPARTMENT

RESIDENT BUSINESS CERTIFICATE

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

Expires: **20-Sep-2025**

Certificate Number:

L0384610416



Stephanie Schardin Clarke
Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE



Safety Data Sheet

1. CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

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

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

2. Hazard identification of the product

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

3. Composition/information on ingredients

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

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

Safety Data Sheet

8. Exposure controls and personal protection Occupational exposure limits

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

Individual protection measures, such as personal protective equipment

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

9. Physical and chemical properties

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

10. Stability and reactivity

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

Safety Data Sheet

14. Transport information

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

15. Regulatory information

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

16. Other information

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

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

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

BIDDER INFORMATION

OFFEROR: Technology International Inc

AUTHORIZED AGENT: Rifat Habib

ADDRESS: 1331 South International Parkway, Suite 2251 Lake Mary, Florida 32746

TELEPHONE NUMBER (407) 359-2373

FAX NUMBER (407) 359-2372

DELIVERY: 12 weeks

STATE PURCHASING RESIDENT CERTIFICATION NO.: _____

NEW MEXICO CONTRACTORS LICENSE NO.: _____

BID ITEM (S): **Sodium Chloride**

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

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF Florida }

} ss

COUNTY OF Seminole }

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

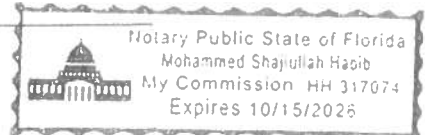
[Signature]
Signature

Subscribed and sworn to before me, this 31st day of July, 2024.

(SEAL)

[Signature]
Notary Public Signature

My Commission Expires: _____



REQUEST FOR BIDS

The City of Las Vegas, New Mexico will open Sealed Bids at 2: 00 p.m , 8/1/24 , at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

Sodium Chloride

The BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be examined at the following location: City Clerk's Office at 905 12th Street, Las Vegas, NM 87701 or www.lasvegasnm.gov

Mailed bids should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked: **Sodium Chloride** Opening No. 2024-01 ; on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the Offeror to see that their bid is delivered to the **City Clerk** by the date and time set for the bid request. If the mail or delivery of bid request is delayed beyond the opening date and time, bid thus delayed will not be considered. A public opening will be held and any bidder or their authorized representative is invited to attend.

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

CITY OF LAS VEGAS,



Tim Montgomery, City Manager



Attorney



Casandra Fresquez, City Clerk



Morris Madrid, Finance Director



Dominic Chavez, Purchasing Officer

Opening No. 2024-01

Date Issued: 7/8/24

Published:	<u>Las Vegas Optic</u>	<u>7/12</u>	<u>2024</u>
	<u>Albuquerque Journal</u>	<u>7/12</u>	<u>2024</u>
	<u>www.lasvegasnm.gov</u>	<u>7/12</u>	<u>2024</u>

STANDARD BID CLAUSES

AWARDED BID:

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

TIMETABLE:

Bid pursuant to this request must be received at the City Clerk's Office at 905 12th Street, Las Vegas, New Mexico, on or before: 8/1/24, 2024, 2:00 p.m.; at which time all bids received will be opened. An opening will occur at the City's Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for TBD, 2024. The successful Bidder will be notified by mail.

ENVELOPES:

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

BRIBERY AND KICK-BACK:

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

NON-COLLUSION:

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

RESPONSIBILITY OF BIDDER:

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

CLARIFICATION OF BID:

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

MODIFICATION OF BID:

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

WITHDRAWAL OF BID:

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

INSPECTION:

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

FEDERAL TAX IDENTIFICATION NUMBER:

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

FEDERAL TAX ID NUMBER: 65-0342335

SOCIAL SECURITY NUMBER: _____

NEW MEXICO TAX IDENTIFICATION NUMBER:

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

NEW MEXICO TAX IDENTIFICATION NO. (CRS): _____

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Bidder shall submit a complete Campaign Contribution Disclosure Form Pursuant to NMSA 13-1-191.1, as amended.

COMMERCIAL WARRANTY:

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

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

SPECIAL NOTICE:

To preclude possible errors and/or misinterpretations, bid prices must be affixed in ink or typewritten legibly. **Enclose one (1) original and five (5) copies of Bid documents.** Failure to comply with this requirement may result in the rejection of the submitted Bid.

LABELS:

Bidder is required to tab pages which include the following: Notarized Affidavit, Signed Campaign Contribution form, Subcontractor list, Bid bond if applicable and total bid amount page.

DEFAULT:

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

BID PROTESTS:

If any bidder is of the opinion that the specifications as written preclude him/her from submitting a bid, his/her opinion should be made known to the **Department** involved in this bid request at least fifteen (15) days prior to the scheduled bid opening date with a copy forwarded to the **Finance Department**. Bid protests will not be considered from parties who do not also furnish satisfactorily documentation with their protest that their proposed system fully meets the functional intent of the TECHNICAL SPECIFICATIONS which accompany a Call for Bids.

NON-EXCLUSION:

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

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

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

CONTRACT:

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

TERMINATION:

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

TAXES:

Bidder must pay all applicable taxes.

NOTE:

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

CITY OF LAS VEGAS
BIDFORM

BID ITEM (S): Sodium Chloride

A. 1 Pallet (49 Bags Per Pallet)	\$ 7,700.00
B. _____	\$ _____
C. _____	\$ _____
D. _____	\$ _____
E. _____	\$ _____
F. _____	\$ _____
G. _____	\$ _____
H. _____	\$ _____
I. _____	\$ _____
J. _____	\$ _____
K. _____	\$ _____
L. _____	\$ _____

NOTE: Each bag should weigh approximately 50 lbs

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

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

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

The following definitions apply:

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

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

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

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

Not Applicable

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

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

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

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

—OR—

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

Rifat Habib

07/31/2024

Signature

Date

Business Development Exec.

Title (Position)

CITY OF LAS VEGAS
BID FORM
OPENING NO: 2024-
BID ITEM: **Sodium Chloride**

PROPERTIES:

Appearance:	White to Opaque Solid
Odor:	Odorless
ph:	7-8
Evaporation Rate:	Not Available
Melting Point:	801C
Freezing Point:	801C
Boiling Point:	1465C
Flash Point:	Not Flammable
Auto Ignition Temperature:	Not Available
Decomposition Temperature:	Not Available
Flammability (Solid, Gas):	Not Applicable
Lower Flammable Limit:	Not Available
Upper Flammable Limit:	Not Available
Vapor Pressure:	2.4 (@747 C)
Vapor Density :	Not Available
Relative Density:	Not Available
Specific Gravity:	2.17
Solubility in water:	Soluble
Partition Coefficient N- Octanol/ water:	Not Available
Viscosity:	Not Available
VOC%:	Not Available



Technology International, Inc.
 1331 South International Parkway, Suite 2251
 Lake Mary, FL 32746
 Tel: (407) 359-2373
 Fax: (407) 359-2372
 E-mail: tii@tij-usa.com
 Website: www.tii-usa.com

Chemical Proposal

Description: Sodium Chloride
Bid #: 2025-01
Agency: City Of Las Vegas
Attention: Casandra Fresquez
 Phone: 505-426-1401
 Email: cfresquez@ci.las-vegas.nm.us
TII Ref: TII/NM/0824/31502
Date: 08/01/2024

DUNS Number: 877177162
 Cage Code: 1RX34
 Tax ID # 650342335
 UEI: DFVEM9N1F4J6
 Registered in www.sam.gov
 "We are a Small Business"

In response to your quote request for Sodium Chloride, Technology International, Inc. is pleased to submit the following for consideration:

ITEM NO.	QTY	DESCRIPTION/ MODEL NO.	UNIT PRICE	EXTD. PRICE
1	1 Pallet	NTC 18095 Sodium Chloride, USP, Crystal Quantity: 3,000 kg	\$7,700.00	\$7,700.00
Total.....			\$7,700.00	

Delivery:

- Estimated delivery is **12 Weeks** after receipt of order and approved submittal.
- Please note, there may be unanticipated disruptions and delays in the supply chains globally, for parts, components, equipment and internal manufacturing services such as engineering, production allocation, and logistics. This may result in manufacturing & delivery delays out of

our control. We will do our best to communicate all such impacts and reduce the effects of any such delays.

- All delivery dates quoted are subject to manufacturer's confirmation at time of order.
- Submittal data will be provided for approval after receipt of order (if applicable)
- Customer to provide equipment and personnel to unload

Freight: Included to Las Vegas, New Mexico.

Quote Validity: 30 days.

Payment Terms: NET 30

Prompt Payment discount: 1/4 % 10 days

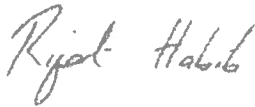
Technology International, Inc. Corporate data:

We are a small business and our Tax Payer Identification Number (TIN): 650342335. The above price quoted does not include any sales, excise or similar taxes.

We trust that this proposal will meet your requirements and we look forward to hearing from you.

If you have any questions or need more information, please contact us by phone at 407-359-2373, fax at 407-359-2372 or email us at tii@tii-usa.com

Respectfully submitted,



Rifat Habib
Business Development Exec.
Technology International, Inc.



City of Las Vegas

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

Mayor David Romero

ADDENDUM NO. 1
REQUEST FOR BIDS #2025-01
Sodium Chloride

1) RFB #2025-01

- Page #2 was not posted on the website. You can download it and finish your RFB packet. We apologize for the inconvenience.

RFB 2025-01 Sodium chloride
Published: Albuquerque Journal -7/12/24
Las Vegas Optic -7/12/24
City Website -7/12/24

Opening Date 8/1/2024 at 2:00 opening will be 1700 North Grand Ave Las Vegas NM 87701
Addendum may be obtained from the City of Las Vegas City Clerk's Office at 905 12th Street, Las Vegas New Mexico 87701 or the City Web page www.lasvegasnm.gov

David Ulibarri
Councilor Ward I

Michael Montoya
Councilor Ward 2

Barbara Casey
Councilor Ward 3

Marvin Martinez
Councilor Ward 4

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF LAS VEGAS AND PVS DX INC.**

This Professional Services Agreement (“Agreement”) is hereby made and entered into by and between the City of Las Vegas, a New Mexico home-rule municipality (“City”), of 1700 North Grand Ave. Las Vegas, New Mexico, 87701, and PVS DX INC (“Contractor”), of 3501 2nd Street SW Albuquerque, NM 87105, on this _____ day of September, 2024 (“Effective Date”). Throughout this Agreement, either of the aforementioned parties may be referred to as “Party” or both of the aforementioned parties may be referred to collectively as “Parties.”

RECITALS

WHEREAS, the City desires to hire Contractor to perform those certain services as described in the Scope of Services portion of this Agreement; and

WHEREAS, the Contractor desires and is able to perform the Scope of Services as detailed in this Agreement pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and any attachments or exhibits to this Agreement, which are incorporated herein by reference, and the covenants and agreements set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor and the City agree as follows:

1. SCOPE OF WORK

The Contractor shall fully and timely provide all deliverables described herein in strict accordance with the terms, covenants, and conditions of the Contract. The agreement term will be for one year with the option for renewal up to four (4) years. The contract, including renewals and amendments thereof, may not exceed a total duration of four (4) years. The contract will begin upon final approval by the City Manager and the City of Las Vegas Governing Body.

The Duties of the offeror shall include, but not be limited to the following services and requirements;

1. Supply and deliver Sodium Chloride in pallets on a as needed basis to the City of Las Vegas Water Treatment Plant.

2. COMPENSATION: Regular Services. Regular services to be provided under the terms of this Agreement by the Contractor shall include all those necessary to perform tasks assigned and described within the “Scope of Services” in Paragraph 1 above.

A. Compensation. Please refer to **Attachment “A”** entitled Rate Schedule

B. Time Records. Contractor shall provide to the City regular invoices detailing: (i) the amount of time spent, (ii) the service(s) provided by Contractor, and (iii) which Contractor employee provided the service(s).

C. Payment. Payment to Contractor shall be made by the City on a monthly basis upon receipt of Contractor's invoices.

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

3. TERM OF AGREEMENT: The term of this Agreement shall commence on the Effective Date, and may be terminated by either Party upon a 15 day written notice to the other Party, and if not terminated by written notice, then this Agreement shall terminate at the close of the business day on the 1 year anniversary of the Effective Date. The initial term may be extended from year to year through addendum for a maximum of 4 years unless the Agreement is terminated at any time with a 15 day written notice to the other Party. Any changes in fees under this Agreement must be in writing and signed by both Parties. Termination upon 15 day notice shall not nullify obligations or liabilities for performance or failure to perform by either Party incurred prior to the date of termination.

4. BENEFITS, TAXES: The Contractor does not qualify for any City benefits, including without limitation, vacation, over time, sick leave or retirement. Contractor acknowledges that he, and he alone, shall be liable for and shall pay to the New Mexico Taxation and Revenue Department the applicable gross receipts taxes on all monies paid to Contractor under this Agreement and the City shall have no liability for payment of such tax. Contractor also acknowledges that it, and it alone, shall be liable to the State or Federal Governments and/ or their agencies for corporate, income and self-employment taxes required by the law and that the City shall have no liability for payment of such taxes or amounts.

5. TERMINATION OF CONTRACT: Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City to terminate the Contractor at its discretion, with 15 days written notice. Nothing in the Agreement shall prevent, limit, or otherwise interfere with the right of the Contractor to terminate this Agreement, except that the Contractor shall give 15 days written notice of such termination.

6. DUTIES OF CONTRACTOR: The Contractor shall perform duties consistent with those associated, assigned and described within the "Scope of Services" in Paragraph 1 above.

7. PROFESSIONAL STANDARDS: The Contractor agrees to abide by and perform his duties in accordance with all applicable federal, state, and municipal laws, regulations, and ordinances.

8. STATUS OF CONTRACTOR: The Contractor is an independent contractor.

9. CONFLICT OF INTEREST: The Contractor shall abide by and perform its duties in accordance with all applicable federal, state and municipal laws, regulations and ordinances regarding any actual or perceived conflicts of interest.

10. OATH OF CONFIDENTIALITY: The Contractor agrees to maintain all confidences and/or privileged information in a manner consistent with all applicable laws.

11. WORKING FACILITIES: The Contractor may use City offices upon prior written consent of the City.

12. NO AUTHORITY TO BIND CITY: The Contractor shall not have any authority to enter into any contract or arrangement binding upon the City, or to create any obligations on the part of the City, except by prior written consent of the City.

13. WAIVER OF BREACH: The waiver by either Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision of the Agreement.

14. NOTICE: Any notice required to be given under this Agreement shall be deemed sufficient, if in writing, sent by mail to the last known address of the Contractor and the City.

15. SUBJECT TO OTHER DOCUMENTS: This Agreement is subject to the terms and conditions of the Statutes of New Mexico, the City's Charter, Resolutions, Ordinances and Administrative Regulations. All these Statutes, Charter, Resolutions, Ordinances and Administrative Regulations are incorporated by reference into this Agreement.

16. SUBCONTRACTING AND ASSIGNMENT: The Contractor shall not subcontract any portion of the services performed under this Agreement without the express prior written consent of the City. Contractor may not assign any interest in this Agreement, or any portion thereof, without prior written consent of the City.

17. PROFESSIONAL LIABILITY INSURANCE: The Contractor must at all times maintain Professional Liability Insurance. Contractor will provide and maintain its own insurance, to include liability insurance for the work described in this Agreement in amounts acceptable to industry standards so long as this Agreement is in effect. Policies of insurance will be written by companies authorized to write such insurance in New Mexico, and policies of insurance will be on forms properly filed and approved by the Superintendent of Insurance, State of New Mexico. Contractor shall furnish certificates of insurance to the City and shall deliver the certificates to the City Manager, 1700 North Grand Ave. Las Vegas, New Mexico, 87701. If the Contractor subcontracts any part of its obligations under this Contract, the Contractor will include any or all such subcontractors on its insurance policies or require such subcontractors to secure the insurance coverage required by the City. Contractor shall not begin any activities in furtherance of this Agreement until the required insurance has been obtained and proper certificates of insurance delivered to the City Manager. Neither approval nor failure by the City to disapprove insurance or certificates of insurance will relieve the Contractor of full responsibility to maintain the required insurance in full force and effect.

18. BINDING EFFECT: This Agreement shall be binding and shall ensure to the benefit of the successors and assigns of the City and the successor and assigns of the Contractor.

19. INDEMNIFICATION: Contractor agrees to indemnify and hold harmless the City, its elected officials, agents and employees from any and all claims, suits and causes of action which may arise from his performance under this Agreement. Contractor further agrees to hold the City

harmless from all claims for any injury, damages or death sustained by Contractor, his employees, agents or other representatives while engaged in the performance of this Agreement, including without limitation all third party claims.

20. NEW MEXICO TORT CLAIMS ACT: Any liability incurred by the City in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 41-4-1, et. seq, 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 provisions of the New Mexico Tort Claims Act.

21. 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 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.

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

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

24. MISCELLANEOUS: This Agreement constitutes the entire agreement between the City and Contractor with respect to the subject matter herein, and all prior negotiations, writings, agreement and understandings are merged in and are superseded by this Agreement. No statement, promise or inducement made by the City or Contractor, either written or oral, which is not contained in this Agreement is binding between the City and Contractor. This Agreement shall be governed by the Laws of the State of New Mexico and the Ordinances, resolution, rules and regulations of the City, and the proper venue and jurisdiction for any litigation between the Parties shall be the Fourth Judicial District Court in Las Vegas, New Mexico. Each individual who signs this Agreement warrants and represents, under penalty of perjury, that he/she has full and complete authority to execute this Agreement on behalf of their respective entity. In the event that any of the terms of this Agreement are found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remainder of this Agreement shall continue in full force and effect. The City Manager shall have the final say as to the meaning of this Agreement, including, but not limited to, whether the

deliverables were met or duties were fulfilled. The Contractor and its members or agents understand that they may appeal the decision of the City Manager to the City's Governing Body.

In witness whereof, the parties named above have duly executed this instrument as of this Effective Date.

CITY OF LAS VEGAS
Approved By:

CONTRACTOR:
PVS DX INC:

Tim Montgomery, City Manager

Signature

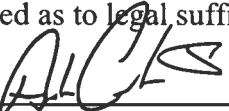
Attest:

Printed Name: _____

Cassandra Fresquez, City Clerk

Position: _____

Approved as to legal sufficiency:



Attorney



Approval Form
(Contracts, Lease Agreements, RFP's, MOU's, MOA's, Ordinances, Resolutions)

*Reviewed: Carla Jungue for Tim Montgomery
Tim Montgomery, City Manager

9/20/24
Date

**(if not signed by City Manager first, this document will not be forwarded to the Attorney for review and approval)*

Date Submitted: September 20, 2024

Department Submitting: Utilities

Submitter: Travis Martinez

Documents to be reviewed: Sodium Chloride Proposed Contract

Deadline: **asap**

Submitter Comments: _____

Received by CM - Office Mgr/HR: _____ Date: _____

City Manager / HR Comments: _____

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

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

Changes: [Signature] Date: 09/23/2024
Attorney Review **Date**

1

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

[Signature] Date: 9-25-24
Finance Director **Date**

2

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

[Signature] Date: 9/25/24
Tim Montgomery, City Manager **Date**

3

Received by City Clerk's Office
(Only if being placed on the Agenda)

Date: [Signature] 9/25/24

****This form must be submitted with an Attorney Review prior to review and approval by the City Manager. If there is no Attorney Review, it will not be processed until this step is completed.***



**CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM**

Meeting Date: October 9, 2024

Date Submitted: 09/27/24

Department: Utilities

Item/Topic: Award RFB #2025-03 for Clarifloc C-358 (Polymer) for the Water Treatment Facility to Polydyne and enter into contract.

Advertised: 07/12/2024: Las Vegas Optic, Albuquerque Journal and City Website
Bid Opening: 08/01/2024
Number of Bidders: 2 – Polydyne \$495.00 pr drum
Turner MFG. \$711.00 per drum

Fiscal Impact: Paid for through WTF line item as designated.

Attachments: Original bid, bid opening sheet, bid tabulation, bids received, draft contract.


Committee Recommendation: This item will be discussed at the October 8, 2024 Utility Advisory Committee Meeting. Their recommendation will be provided at the council meeting.

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

Approved For Submittal By:

Reviewed By:


Department Director


Finance Director


City Manager

**CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN**

Resolution No. _____
Ordinance No. _____
Contract No. _____
Approved _____

Continued To: _____
Referred To: _____
Denied _____
Other _____

REQUEST FOR BIDS

The City of Las Vegas, New Mexico will open Sealed Bids at 2: 30 p.m., 8/1/24, at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:


Clarifloc C-358 (Polymer)

The BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be examined at the following location: City Clerk's Office at 905 12th street, Las Vegas, NM 87701 or www.lasvegasnm.gov

Mailed bids should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked: **Clarifloc C-358 (Polymer)** Opening No. 2024-03; on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the Offeror to see that their bid is delivered to the **City Clerk** by the date and time set for the bid request. If the mail or delivery of bid request is delayed beyond the opening date and time, bid thus delayed will not be considered. A public opening will be held and any bidder or their authorized representative is invited to attend.

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

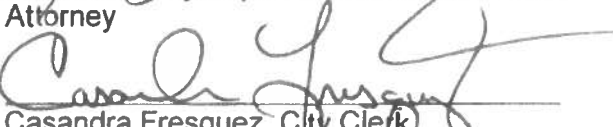
CITY OF LAS VEGAS,



Tim Montgomery, City Manager



Attorney



Casandra Fresquez, City Clerk



Morris Madrid, Finance Director



Dominic Chavez, Purchasing Officer

Opening No. 2024-03

Date Issued: 7/8/24

Published:	<u>Las Vegas Optic</u>	<u>7/12</u>	<u>, 2024</u>
	<u>Albuquerque Journal</u>	<u>7/12</u>	<u>, 2024</u>
	<u>www.lasvegasnm.gov</u>	<u>7/12</u>	<u>, 2024</u>

BIDDER INFORMATION

OFFEROR: _____

AUTHORIZED AGENT: _____

ADDRESS: _____

TELEPHONE NUMBER (____) _____

FAX NUMBER (____) _____

DELIVERY: _____

STATE PURCHASING RESIDENT CERTIFICATION NO.: _____

NEW MEXICO CONTRACTORS LICENSE NO.: _____

BID ITEM (S): Clarifloc C-358 (Polymer)

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

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF _____ }

} ss

COUNTY OF _____ }

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

Signature

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

(SEAL)

Notary Public Signature

My Commission Expires: _____

STANDARD BID CLAUSES

AWARDED BID:

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

TIMETABLE:

Bid pursuant to this request must be received at the City Clerk's Office at 905 12th Street, Las Vegas, New Mexico, on or before: 8/1/24, 2024; 2: 30 p.m.; at which time all bids received will be opened. An opening will occur at the City's Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for TBD, 2024. The successful Bidder will be notified by mail.

ENVELOPES:

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

BRIBERY AND KICK-BACK:

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

NON-COLLUSION:

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

RESPONSIBILITY OF BIDDER:

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

CLARIFICATION OF BID:

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

MODIFICATION OF BID:

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

WITHDRAWAL OF BID:

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

INSPECTION:

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

FEDERAL TAX IDENTIFICATION NUMBER:

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

FEDERAL TAX ID NUMBER: _____

SOCIAL SECURITY NUMBER: _____

NEW MEXICO TAX IDENTIFICATION NUMBER:

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

NEW MEXICO TAX IDENTIFICATION NO. (CRS): _____

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Bidder shall submit a complete Campaign Contribution Disclosure Form Pursuant to NMSA 13-1-191.1, as amended.

COMMERCIAL WARRANTY:

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

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

SPECIAL NOTICE:

To preclude possible errors and/or misinterpretations, bid prices must be affixed in ink or typewritten legibly. **Enclose one (1) original and five (5) copies of Bid documents.** Failure to comply with this requirement may result in the rejection of the submitted Bid.

LABELS:

Bidder is required to tab pages which include the following: Notarized Affidavit, Signed Campaign Contribution form, Subcontractor list, Bid bond if applicable and total bid amount page.

DEFAULT:

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

BID PROTESTS:

If any bidder is of the opinion that the specifications as written preclude him/her from submitting a bid, his/her opinion should be made known to the **Department** involved in this bid request at least fifteen (15) days prior to the scheduled bid opening date with a copy forwarded to the **Finance Department**. Bid protests will not be considered from parties who do not also furnish satisfactorily documentation with their protest that their proposed system fully meets the functional intent of the TECHNICAL SPECIFICATIONS which accompany a Call for Bids.

NON-EXCLUSION:

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

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

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

CONTRACT:

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

TERMINATION:

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

TAXES:

Bidder must pay all applicable taxes.

NOTE:

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

CITY OF LAS VEGAS
BIDFORM

BID ITEM (S): Clarifloc C-358 (Polymer)

A.	55 Gallon Drum Rate	\$	_____
B.	_____	\$	_____
C.	_____	\$	_____
D.	_____	\$	_____
E.	_____	\$	_____
F.	_____	\$	_____
G.	_____	\$	_____
H.	_____	\$	_____
I.	_____	\$	_____
J.	_____	\$	_____
K.	_____	\$	_____
L.	_____	\$	_____

NOTE:

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

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

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

The following definitions apply:

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

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

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

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

CITY OF LAS VEGAS
BID FORM
OPENING NO: 2024-
BID ITEM: CLARIFLOC C-358

PROPERTIES:

Form:	Liquid
Color:	Clear
Ionic Character:	Cationic
Charge Density:	Very High
Specific Gravity:	1.02- 1.07
Average Non-Volatile Solids (%);	19-22
PH:	5-7
Bulk Viscosity: (cP):	700-1000
Freezing Point:	-3C
Storage Temperature:	0-35 C
Shelf Life:	24 Months



Approval Form
(Contracts, Lease Agreements, RFP's, MOU's, MOA's, Ordinances, Resolutions)

***Reviewed:**

[Signature]
Tim Montgomery, City Manager

05/24/2024
Date

(If not signed by City Manager first, this document will not be forwarded to the Attorney for review and approval)

Date Submitted: 5/23/2024

Department Submitting: Utilities Project Management

Submitter: Travis Martinez

Documents to be reviewed: Clarifloc C-358 (Polymer) RFB

Deadline: asap

Submitter Comments: _____

Received by CM - Office Mgr/HR: _____ **Date:** _____

City Manager / HR Comments: _____

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

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

Changes: _____

Date: _____

1

[Signature]
Attorney Review

6/4/2024
Date

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

2

[Signature]
Finance Director

6-4-24
Date

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

3

[Signature]
Tim Montgomery, City Manager

06/05/2024
Date

Received by City Clerk's Office **Date:** _____
(Only if being placed on the Agenda)

**This form must be submitted with an Attorney Review prior to review and approval by the City Manager. If there is no Attorney Review, it will not be processed until this step is completed.*

CITY OF LAS VEGAS
/BID/OPENING

DATE: 8/11/2024
TIME: 2:50

OPENING NO: 2025-03

DEPARTMENT: PUBLIC WORKS

ADDRESS: City of Las Vegas Charbers
1700 N. Grand Ave
Las Vegas, NM 87211

ITEMS: PROFESSIONAL ENGINEERING SERVICES Clarifloc C-358 Polymer
FOR THE CITY OF LAS VEGAS PUBLIC WORKS DEPARTMENT

RECEIVED FROM:	AMOUNT	SUB CONTRACTOR LIST	BID BOND	AFFIDAVIT NOTARIZED	CAMPAIGN DISC. FORM
Turner MFG	711 adrum			✓	✓
Polxdyne	495 adrum			✓	✓

COMPANY REPRESENTATIVE

COMPANY NAME

Adrian Hernandez
City District
Francis Martinez

CLV PM
Turner mfg
CLV UTILITIES

APPROVED BY: _____

OPENED BY: FINANCE DEPARTMENT UTILITIES
Francis Martinez
DATE: _____

STAMP BY DEPT: _____

BY: _____



COPY

REQUEST FOR BIDS

The City of Las Vegas, New Mexico will open Sealed Bids at 2:30 p.m., 8/1/24, at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

Clarifloc C-358 (Polymer)

The BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be examined at the following location: City Clerk's Office at 905 12th street, Las Vegas, NM 87701 or www.lasvegasnm.gov

Mailed bids should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked: Clarifloc C-358 (Polymer) Opening No. 2024-03; on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the Offeror to see that their bid is delivered to the City Clerk by the date and time set for the bid request. If the mail or delivery of bid request is delayed beyond the opening date and time, bid thus delayed will not be considered. A public opening will be held and any bidder or their authorized representative is invited to attend.

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

CITY OF LAS VEGAS,

Tim Montgomery, City Manager

Attorney

Casandra Fresquez, City Clerk

Morris Madrid, Finance Director

Dominic Chavez, Purchasing Officer

Opening No. 2024-03

Date Issued: 7/8/24

Published:	Las Vegas Optic	7/12	2024
	Albuquerque Journal	7/12	2024
	www.lasvegasnm.gov	7/12	2024

BIDDER INFORMATION

OFFEROR: Polydyne Inc.

AUTHORIZED AGENT: Boyd Stanley, Sr. Vice-President

ADDRESS: One Chemical Plant Road, Riceboro, GA 31323

TELEPHONE NUMBER (800) 848-7659 Option 2

FAX NUMBER (912) 880-2078

DELIVERY: 14 - 21 Days

STATE PURCHASING RESIDENT CERTIFICATION NO.: N/A

NEW MEXICO CONTRACTORS LICENSE NO.: N/A

BID ITEM (S): Clarifloc C-358 (Polymer)

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

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF GEORGIA }

} ss

COUNTY OF LIBERTY }

I, Boyd Stanley, Sr. Vice-President, being of first duly sworn, state under penalty of perjury that I am at least eighteen years of age, and am the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any city official or employee as to the terms of said prospective contract, or any other terms of said prospective contract; or in any discussion between bidders with any city official concerning an exchange of money or any other thing of value for special consideration, in the letting of a contract.

Boyd Stanley
Signature Boyd Stanley, Sr. Vice-President

Subscribed and sworn to before me, this 29th day of July, 2024.

(SEAL)



Rebecca Beasley
Notary Public Signature

My Commission Expires: December 17, 2026

STANDARD BID CLAUSES

AWARDED BID:

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

TIMETABLE:

Bid pursuant to this request must be received at the City Clerk's Office at 905 12th Street, Las Vegas, New Mexico, on or before: 8/1/24, 2024; 2: 30 p.m.; at which time all bids received will be opened. An opening will occur at the City's Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for TBD, 2024. The successful Bidder will be notified by mail.

ENVELOPES:

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

BRIBERY AND KICK-BACK:

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

NON-COLLUSION:

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

RESPONSIBILITY OF BIDDER:

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

CLARIFICATION OF BID:

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

MODIFICATION OF BID:

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

WITHDRAWAL OF BID:

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

INSPECTION:

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

FEDERAL TAX IDENTIFICATION NUMBER:

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

FEDERAL TAX ID NUMBER: 34-1810283
SOCIAL SECURITY NUMBER: N/A

NEW MEXICO TAX IDENTIFICATION NUMBER:

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

NEW MEXICO TAX IDENTIFICATION NO. (CRS): N/A

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Bidder shall submit a complete Campaign Contribution Disclosure Form Pursuant to NMSA 13-1-191.1, as amended.

COMMERCIAL WARRANTY:

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

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SPECIAL NOTICE:

To preclude possible errors and/or misinterpretations, bid prices must be affixed in ink or typewritten legibly. Enclose one (1) original and five (5) copies of Bid documents. Failure to comply with this requirement may result in the rejection of the submitted Bid.

LABELS:

Bidder is required to tab pages which include the following: Notarized Affidavit, Signed Campaign Contribution form, Subcontractor list, Bid bond if applicable and total bid amount page.

DEFAULT:

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

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If any bidder is of the opinion that the specifications as written preclude him/her from submitting a bid, his/her opinion should be made known to the Department involved in this bid request at least fifteen (15) days prior to the scheduled bid opening date with a copy forwarded to the Finance Department. Bid protests will not be considered from parties who do not also furnish satisfactorily documentation with their protest that their proposed system fully meets the functional intent of the TECHNICAL SPECIFICATIONS which accompany a Call for Bids.

NON-EXCLUSION:

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

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

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

CONTRACT:

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

TERMINATION:

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

TAXES:

Bidder must pay all applicable taxes.

NOTE:

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

CITY OF LAS VEGAS
BIDFORM

BID ITEM (S): Clarifloc C-358 (Polymer)

A.	<u>55 Gallon Drum Rate</u>	\$	<u>\$1.10/Lb. (\$495.00/450Lb. Drum)</u>
B.	<u>_____</u>	\$	<u>_____</u>
C.	<u>_____</u>	\$	<u>_____</u>
D.	<u>_____</u>	\$	<u>_____</u>
E.	<u>_____</u>	\$	<u>_____</u>
F.	<u>_____</u>	\$	<u>_____</u>
G.	<u>_____</u>	\$	<u>_____</u>
H.	<u>_____</u>	\$	<u>_____</u>
I.	<u>_____</u>	\$	<u>_____</u>
J.	<u>_____</u>	\$	<u>_____</u>
K.	<u>_____</u>	\$	<u>_____</u>
L.	<u>_____</u>	\$	<u>_____</u>

NOTE:

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

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

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

The following definitions apply:

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

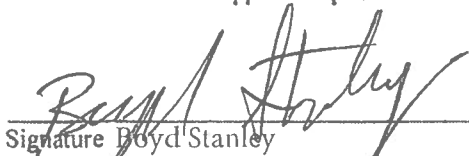
Signature

Date

Title (position)

—OR—

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


Signature Boyd Stanley

07/29/2024

Date

Sr. Vice-President

Title (Position)

CITY OF LAS VEGAS
BIDFORM

BID ITEM (S): Clarifloc C-358 (Polymer)

		CLARIFLOC C-358
A. <u>55 Gallon Drum Rate</u>	\$	\$1.10/Lb. (\$495.00/450Lb. Drum)
B. _____	\$	_____
C. _____	\$	_____
D. _____	\$	_____
E. _____	\$	_____
F. _____	\$	_____
G. _____	\$	_____
H. _____	\$	_____
I. _____	\$	_____
J. _____	\$	_____
K. _____	\$	_____
L. _____	\$	_____

NOTE:

CITY OF LAS VEGAS
BIDFORM

BID ITEM (S): Clarifloc C-358 (Polymer)

		CLARIFLOC C-358
A.	<u>55 Gallon Drum Rate</u>	\$ <u>\$1.10/Lb. (\$495.00/450Lb. Drum)</u>
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D.	<u>_____</u>	\$ <u>_____</u>
E.	<u>_____</u>	\$ <u>_____</u>
F.	<u>_____</u>	\$ <u>_____</u>
G.	<u>_____</u>	\$ <u>_____</u>
H.	<u>_____</u>	\$ <u>_____</u>
I.	<u>_____</u>	\$ <u>_____</u>
J.	<u>_____</u>	\$ <u>_____</u>
K.	<u>_____</u>	\$ <u>_____</u>
L.	<u>_____</u>	\$ <u>_____</u>

NOTE:

CITY OF LAS VEGAS
BID FORM
OPENING NO: 2024-
BID ITEM: CLARIFLOC C-358

PROPERTIES:

Form:	Liquid
Color:	Clear
Ionic Character:	Cationic
Charge Density:	Very High
Specific Gravity:	1.02- 1.07
Average Non-Volatile Solids (%);	19-22
PH:	5-7
Bulk Viscosity: (cP):	700-1000
Freezing Point:	-3C
Storage Temperature:	0-35 C
Shelf Life:	24 Months

POLYDYNE INC

CERTIFICATE OF RESOLUTIONS

I, Christopher J, Gannon, Secretary of Polydyne Inc., a Delaware corporation (the "Company"), do hereby certify that at a duly called meeting of the Board of Directors of the Company, held on January 8, 2020, the Board of Directors unanimously approved the following Resolutions:

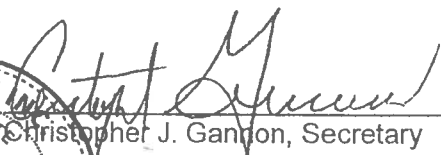
RESOLVED, that Boyd Stanley, René Pich, John Pittman, Mark Schlag, Bobby Wise and Ken Luke be and hereby are authorized, empowered and directed to bid, in the name of and on behalf of the Corporation, upon such municipal projects as he may deem appropriate; and further

RESOLVED, that Boyd Stanley, René Pich, John Pittman, Mark Schlag, Bobby Wise and Ken Luke be and hereby are authorized and empowered to execute and deliver, in the name of and on behalf of the Corporation, all documents, instruments, certificate, agreements and papers as he may deem advisable or necessary or proper to effect the Corporation's municipal bids or the transactions contemplated thereby; and further

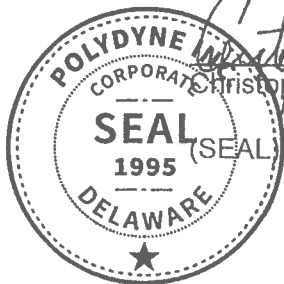
RESOLVED, that any Officer of the Corporation be and hereby is authorized and empowered, and to the extent necessary or advisable, directed, to attest the execution of any document executed pursuant to these resolutions, and to affix the seal of the Corporation thereto, and to certify under seal to any municipality the adoption of these resolutions; and further

RESOLVED, that the authorizations granted under these Resolutions shall continue in full force and effect until successors to the foregoing representatives of the Corporation shall have been duly appointed or until the death, resignation or removal of each such representative.


IN WITNESS WHEREOF, the undersigned has signed this Certificate of Resolutions with effect this 8th day of January 2020.



Christopher J. Gannon, Secretary



I attest the authenticity of this copy of the Resolution of the Board of Directors. This resolution is still valid and in effect as of date signed.



Mark Schlag
Vice President Finance, Assistant-Secretary & Treasurer
Date: 07/29/2024

**Polydyne Inc.
General Information**

Federal Identification No. 34-1810283

State of Incorporation: Delaware

Date of Incorporation: August 21, 1995

Administrative Offices: P.O. Box 279,
1 Chemical Plant Road
Riceboro, GA 31323

Payment Address: P.O. Box 404642
Atlanta, GA 30384-4642

Board of Directors

John Pittman

Officers

President	John Pittman
Secretary	Christopher Gannon
VP-Finance, CFO, Treasurer & Assistant Secretary	Mark Schlag
Senior Vice President	Boyd Stanley
Vice President	Ken Luke

***Authorized Signers-Non Officers**

Bobby Wise	Controller
-------------------	-------------------

Ownership Disclosure

Corporation	Percent Ownership	Owner
Polydyne Inc.	100	SNF Holding Company
SNF Holding Company	100	SPCM SA
SPCM SA	100	Mr. René PICH holds and/or controls 100% of the shares of SPCM SA, a company duly organized and existing under the laws of France, whose registered office is in ZAC de Milieux, Andrézieux, (42163), FRANCE, registered under the number 312 327 737 in the Commercial Registry of the town of Saint-Etienne (42000), FRANCE.



WARRANTY STATEMENT

Polydyne Inc. warrants all goods and services offered under this bid to be readily available from the date of award through all mutually agreed upon option periods and further guarantees replacement of defective materials during said periods in conjunction with the statements of the Product Bulletin and Safety Data Sheets. If at any time there are questions about Polydyne Inc. products or if technical assistance is required, please contact the Polydyne representatives below:

Brent SoRelle, Sr. Technical Sales Representative

Tel: (682) 216- 5062

E-mail: bsorelle@polydyneinc.com

Rick Johnson, Regional Sales Manager

Tel: (281) 630-4591

E-mail: rjohnson@polydyneinc.com

Customer Service:

Monday – Friday – 8:00 a.m. – 5:00 p.m.

Latonia “Chonte” Wright, Customer Service Representative, Ext. 2030

Toll Free: (800) 848-7659

E-mail: lwright@snf.com

Bids and Contracts Department

Randal Vickery, Bid Coordinator

Tel.: (800) 848-7659 Option 2

Fax: (912) 880-2078

E-mail: Bids@polydyneinc.com



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Monday, July 29, 2024** at 12:15 a.m. Eastern Time. Please contact NSF to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information:

<http://info.nsf.org/Certified/PwsChemicals/Listings.asp?TradeName=C%2D358&>

NSF/ANSI/CAN 60 Drinking Water Treatment Chemicals - Health Effects

Polydyne Incorporated

P.O. Box 279

Riceboro, GA 31323

United States

800-848-7659

Visit this company's website

(<http://www.polydyneinc.com>)

Facility : Los Angeles, CA

Poly (Diallyldimethylammonium Chloride)(pDADMAC)

Trade Designation

Clarifloc® C-358

Product Function

Coagulation & Flocculation

Max Use

50 mg/L

Facility : Riceboro, GA

Poly (Diallyldimethylammonium Chloride)(pDADMAC)

Trade Designation

Clarifloc® C-358

Product Function

Coagulation & Flocculation

Max Use

50mg/L

Facility : Pearlington, MS**Poly (Diallyldimethylammonium Chloride)(pDADMAC)**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Clarifloc® C-358	Coagulation & Flocculation	50mg/L

SNF Inc.

1 Chemical Plant Road

P.O. Box 250

Riceboro, GA 31323

United States

912-884-3366

[Visit this company's website](#)**Facility : Los Angeles, CA****Poly (Diallyldimethylammonium Chloride)(pDADMAC)**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
CLARIFLOC® C-358	Coagulation & Flocculation	50 mg/L

NOTE: Only products bearing the NSF Mark are considered NSF Certified.

Facility : Riceboro, GA**Poly (Diallyldimethylammonium Chloride)(pDADMAC)**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
CLARIFLOC® C-358	Coagulation & Flocculation	50mg/L

[3] This product is designed to be used off-line and flushed out prior to using the system for drinking water, following manufacturer's use instructions.

These products are designed to be flushed out prior to using the system for drinking water. Before being placed into service, the well is to be properly flushed according to the manufacturer's use instructions. Certification of these products is based on the well drilling model with the following assumptions:

- The amount of well drilling fluid used is 3780 L (1000 U.S. gallons) to which the drilling fluid has been added at 7.6L.

- The aquifer contains 3.1 million liters of water (815,000 gallons) based on a 0.5 acre aquifer of 6.1 meter depth (20 ft.) and 25% porosity.
- The bore hole is 61 meters in total depth (200 ft.), the screen is 6.1 meters in length (20 ft.), and the bore hole is 25.4 cm. in diameter (10 in.).
- The amount of well drilling fluid removed from the well during construction is equal to the combined volumes of the casing and the screen, plus an additional amount removed through the well disinfection and development (90% removed).
- This product should not be used in constructing wells in highly porous formations, such as cavernous limestone.

NOTE: Only products bearing the NSF Mark are considered NSF Certified.

Facility : Pearlinton, MS

Poly (Diallyldimethylammonium Chloride)(pDADMAC)

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
CLARIFLOC® C-358	Coagulation & Flocculation	50mg/L

NOTE: Only products bearing the NSF Mark are considered NSF Certified.

Number of matching Manufacturers is 2

Number of matching Products is 6

Processing time was 0 seconds

CLARIFLOC C-358 POLYMER

CHARACTERISTICS

CLARIFLOC C-358 polymer is a **high** molecular weight, homopolymer of diallyldimethylammonium chloride. It is an effective organic coagulant for water and wastewater clarification in a wide variety of municipal applications. CLARIFLOC C-358 can partially or totally replace alum, ferric, lime and other inorganic coagulants, thereby reducing sludge volume. Unlike inorganics, it is effective over very wide pH ranges. CLARIFLOC C-358 is NSF certified for clarification of potable water at dosages up to 50 mg/L.

TYPICAL PROPERTIES

Physical Form	Amber Liquid
Density	8.5 - 8.9 lbs/gal
Freezing Point	-3 C.
Solubility	Totally Water Soluble

PREPARATION AND FEEDING

CLARIFLOC C-358 is a solution polymer which can be diluted to any convenient concentration for feeding. No special make-down or activation procedures are necessary. The polymer can be diluted in-line using a static mixer or in a stirred vessel. Diluting to 1-10% product is highly recommended for all clarification application because the coagulant will be distributed more efficiently into the system with less chance of overdose.

MATERIALS OF CONSTRUCTION

Crosslinked polyethylene, fiberglass, stainless steel and lined mild steel are the preferred materials of construction for bulk tanks. Unlined mild steel, black iron, galvanized steel, or copper are not recommended in any part of the polymer feed system. Stainless steel or PVC are the best choice for pump heads and feed lines.

MANUFACTURING SPECIFICATIONS

Specific Gravity	1.02 - 1.04
% Active	19.0 - 22.0
Product Viscosity	700 - 1,000 cPs
Product pH	5.0 - 7.0

For additional information, please refer to the Safety Data Sheet (SDS)

All statements, information and data given herein are believed to be accurate, but are presented without warranty, expressed or implied. Statements concerning possible use are made without representation or warranty that any such use is free of patent infringement, and is not a recommendation to infringe on any patent. The user should not assume that all safety measures are indicated or that other measures may not be required. Any determination of the suitability of a particular product for any use contemplated by the user is the sole responsibility of the user.

HANDLING AND STORAGE

CLARIFLOC C-358 has a suggested in-plant storage life of six months in unopened drums. For best results, store at 40-90 F. Protect from freezing. If the product freezes, allow it to warm up in a heated area and thaw thoroughly before attempting to use it. For spills of CLARIFLOC C-358, sprinkle sawdust or vermiculite over the spill area and sweep the material into approved chemical disposal containers.

PRODUCT SAFETY INFORMATION

CLARIFLOC C-358 is a mildly acidic product that can irritate the skin and eyes, so gloves, rubber apron and goggles should be worn during the handling of this product. Anyone responsible for the procurement, use or disposal of this product should familiarize themselves with the appropriate safety and handling information outlined in the **POLYDYNE** Material Safety Data Sheet. In the event of an emergency with CLARIFLOC C-358, contact Chemtrec anytime day or night at (800) 424-9300.

SHIPPING

CLARIFLOC C-358 Polymer is shipped in 55 gallon drums containing 450 pounds net and in 275 gallon totes containing 2300 pounds net. Bulk quantities are also available.

ADDITIONAL INFORMATION

To place an order or obtain technical information from any location in the continental United States, call toll free:

(800) 848-7659



SAFETY DATA SHEET

According to U.S. Code of Federal Regulations 29 CFR 1910.1200, Hazard Communication.

SECTION 1: Identification of the substance/mixture and of the company/undertaking

1.1. Product identifier

Product name: **CLARIFLOC™ C-358**

Type of product: Mixture.

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

Identified uses: Processing aid for industrial applications.

Uses advised against: None.

1.3. Details of the supplier of the safety data sheet

Company: POLYDYNE INC
1 Chemical Plant Road
PO BOX 279
Riceboro, GA 31323

Telephone: 1-800-848-7659

Telefax: (912)-884-8770

E-mail address: -

1.4. Emergency telephone number

24-hour emergency number: 1-800-424-9300

SECTION 2: Hazards identification

2.1. Classification of the substance or mixture

Classification according to paragraph (d) of 29 CFR 1910.1200:

Not classified.

2.2. Label elements

Labelling according to paragraph (f) of 29 CFR 1910.1200:

Hazard symbol(s): None.

Signal word: None.

Hazard statement(s): None.

Precautionary statement(s): None.

2.3. Other hazards

Spills produce extremely slippery surfaces.

SECTION 3: Composition/information on ingredients

3.1. Substances

Not applicable, this product is a mixture.

3.2. Mixtures

Hazardous components

Contains no reportable hazardous substances.

SECTION 4: First aid measures

4.1. Description of first aid measures

Inhalation:

Move to fresh air. No hazards which require special first aid measures.

Skin contact:

Wash off immediately with soap and plenty of water while removing all contaminated clothes and shoes. In case of persistent skin irritation, consult a physician.

Eye contact:

Rinse immediately with plenty of water, also under the eyelids, for at least 15 minutes. Alternatively, rinse immediately with Diphoterine®. Get prompt medical attention.

Ingestion:

Rinse mouth with water. Do NOT induce vomiting. Get medical attention immediately if symptoms occur.

4.2. Most important symptoms and effects, both acute and delayed

None under normal use.

4.3. Indication of any immediate medical attention and special treatment needed

None reasonably foreseeable.

Other information:

None.

SECTION 5: Firefighting measures**5.1. Extinguishing media***Suitable extinguishing media:*

Water. Water spray. Foam. Carbon dioxide (CO₂). Dry powder.
Warning! Spills produce extremely slippery surfaces.

Unsuitable extinguishing media:

None known.

5.2. Special hazards arising from the substance or mixture*Hazardous decomposition products:*

Thermal decomposition may produce: hydrogen chloride gas, nitrogen oxides (NO_x), carbon oxides (CO_x). Hydrogen cyanide (hydrocyanic acid) may be produced in the event of combustion in an oxygen deficient atmosphere.

5.3. Advice for firefighters*Protective measures:*

Wear self-contained breathing apparatus and protective suit.

Other information:

Spills produce extremely slippery surfaces.

SECTION 6: Accidental release measures**6.1. Personal precautions, protective equipment and emergency procedures***Personal precautions:*

Do not touch or walk through spilled material. Spills produce extremely slippery surfaces.

Protective equipment:

Wear adequate personal protective equipment (see Section 8 Exposure Controls/Personal Protection).

Emergency procedures:

Keep people away from spill/leak. Prevent further leakage or spillage if safe to do so.

6.2. Environmental precautions

Do not contaminate water.

6.3. Methods and material for containment and cleaning up*Small spills:*

Do not flush with water. Soak up with inert absorbent material. Sweep up and shovel into suitable containers for disposal.

Large spills:

Do not flush with water. Dam up. Soak up with inert absorbent material. Clean up promptly by scoop or vacuum.

Residues:

After cleaning, flush away traces with water.

6.4. Reference to other sections

SECTION 7: Handling and storage; SECTION 8: Exposure controls/personal protection; SECTION 13: Disposal considerations;

SECTION 7: Handling and storage

7.1. Precautions for safe handling

Avoid contact with skin and eyes. Renders surfaces extremely slippery when spilled. When using, do not eat, drink or smoke.

7.2. Conditions for safe storage, including any incompatibilities

Keep away from heat and sources of ignition. Freezing will affect the physical condition and may damage the material.

7.3. Specific end use(s)

This information is not available.

SECTION 8: Exposure controls/personal protection

8.1. Control parameters

Occupational exposure limits:

None known.

8.2. Exposure controls

Appropriate engineering controls:

Use local exhaust if misting occurs. Natural ventilation is adequate in absence of mists.

Individual protection measures, such as personal protective equipment:

a) Eye/face protection:

Safety glasses with side-shields. Use equipment for eye protection tested and approved under appropriate government standards such as NIOSH (US) or EN 166 (EU).

b) Skin protection:

i) Hand protection: PVC or other plastic material gloves. Be aware that liquid may permeate gloves, frequent change is advised. Suitable gloves can be recommended by the glove supplier. The selected protective gloves have to satisfy the specifications of EU Directive 89/689/EEC and the standard EN 374 derived from it.

ii) Other: Wear coveralls and/or chemical apron and rubber footwear where physical contact can occur. The type of protective equipment must be selected according to the concentration and amount of the dangerous substance at the specific workplace.

c) Respiratory protection:

No personal respiratory protective equipment normally required.

d) Additional advice:

Wash hands before breaks and at the end of workday. Wash hands before breaks and immediately after handling the product. Handle in accordance with good industrial hygiene and safety practice.

Environmental exposure controls:

Do not allow uncontrolled discharge of product into the environment.

SECTION 9: Physical and chemical properties*9.1. Information on basic physical and chemical properties*

a) Appearance:	Clear to slightly yellow liquid.
b) Odour:	None.
c) Odour Threshold:	Not applicable.
d) pH:	3 - 7 (See Technical Bulletin or Product Specifications for a more precise value, if available)
e) Melting point/freezing point:	< 5°C
f) Initial boiling point and boiling range:	> 100°C
g) Flash point:	Does not flash.
h) Evaporation rate:	No data available.
i) Flammability (solid, gas):	Not applicable.
j) Upper/lower flammability or explosive limits:	Not expected to create explosive atmospheres.
k) Vapour pressure:	2.3 kPa @ 20°C
l) Vapour density:	0.804 g/L @ 20°C
m) Relative density:	1.0 - 1.2 (See Technical Bulletin or Product Specifications for a more precise value, if available)
n) Solubility(ies):	Completely miscible in water.
o) Partition coefficient n-octanol/water (log value):	< 0
p) Autoignition temperature:	Does not self-ignite (based on the chemical structure).
q) Decomposition temperature:	> 150°C
r) Viscosity:	See Technical Bulletin.
s) Kinematic viscosity:	No data available.
t) Explosive properties:	Not expected to be explosive based on the chemical structure.
u) Oxidizing properties:	Not expected to be oxidising based on the chemical structure.
v) Particle characteristics:	Not applicable.

9.2. Other information

None.

SECTION 10: Stability and reactivity

10.1. Reactivity

Stable under recommended storage conditions.

10.2. Chemical stability

Stable under recommended storage conditions.

10.3. Possibility of hazardous reactions

None known.

10.4. Conditions to avoid

Protect from frost, heat and sunlight.

10.5. Incompatible materials

None known.

10.6. Hazardous decomposition products

Thermal decomposition may produce: hydrogen chloride gas, nitrogen oxides (NO_x), carbon oxides (CO_x). Hydrogen cyanide (hydrocyanic acid) may be produced in the event of combustion in an oxygen deficient atmosphere.

SECTION 11: Toxicological information

11.1. Information on toxicological effects

Information on the product as supplied:

<i>Acute oral toxicity:</i>	LD50/oral/rat > 5000 mg/kg
<i>Acute dermal toxicity:</i>	LD50/dermal/rat > 5000 mg/kg.
<i>Acute inhalation toxicity:</i>	Testing by the inhalation route is inappropriate because exposure of humans via inhalation is unlikely: the substance has no vapour pressure and there is practically no exposure to inhalable aerosols.
<i>Skin corrosion/irritation:</i>	Not irritating.
<i>Serious eye damage/eye irritation:</i>	Slightly irritating.
<i>Respiratory/skin sensitisation:</i>	Not sensitizing to skin. No respiratory sensitization has been observed in the workplace.
<i>Mutagenicity:</i>	Not mutagenic.
<i>Carcinogenicity:</i>	By analogy with similar substances, this substance is not expected to be carcinogenic.

<i>Reproductive toxicity:</i>	By analogy with similar substances, this substance is not expected to be toxic for reproduction.
<i>STOT - Single exposure:</i>	No known effects.
<i>STOT - Repeated exposure:</i>	No known effect.
<i>Aspiration hazard:</i>	No hazards resulting from the material as supplied.

SECTION 12: Ecological information

12.1. Toxicity

Information on the product as supplied:

<i>Acute toxicity to fish:</i>	LC50/Danio rerio/96 hours > 100 mg/L
<i>Acute toxicity to invertebrates:</i>	EC50/Daphnia magna/48 hours > 100 mg/L
<i>Acute toxicity to algae:</i>	Algal inhibition tests are not appropriate. The flocculation characteristics of the product interfere directly in the test medium preventing homogenous distribution which invalidates the test.
<i>Chronic toxicity to fish:</i>	No data available.
<i>Chronic toxicity to invertebrates:</i>	No data available.
<i>Toxicity to microorganisms:</i>	EC0/activated sludge/0.5 hours = 1000 mg/L (OECD 209)
<i>Effects on terrestrial organisms:</i>	Exposure to soil is unlikely.
<i>Sediment toxicity:</i>	Exposure to sediment is unlikely.

12.2. Persistence and degradability

Information on the product as supplied:

<i>Degradation:</i>	Not readily biodegradable.
<i>Hydrolysis:</i>	Does not hydrolyse.
<i>Photolysis:</i>	No data available.

12.3. Bioaccumulative potential

Information on the product as supplied:

Not bioaccumulating.

Partition co-efficient (Log Pow): < 0

Bioconcentration factor (BCF): ~0

12.4. Mobility in soil

Information on the product as supplied:

Exposure to soil is not to be expected.

Koc: ~0

12.5. Other adverse effects

None known.

SECTION 13: Disposal considerations

13.1. Waste treatment methods

Waste from residues/unused products:

Dispose in accordance with local and national regulations.

Contaminated packaging:

Rinse empty containers with water and use the rinse-water to prepare the working solution. If recycling is not practicable, dispose of in compliance with local regulations.

Recycling:

Store containers and offer for recycling of material when in accordance with the local regulations.

SECTION 14: Transport information

Land transport (DOT)

Not classified.

Sea transport (IMDG)

Not classified.

Air transport (IATA)

Not classified.

SECTION 15: Regulatory information

SECTION 15: Regulatory information*15.1. Safety, health and environmental regulations/legislation specific for the substance or mixture*Information on the product as supplied:TSCA Chemical Substances Inventory:

All components of this product are either listed as active on the inventory or are exempt from listing.

US SARA Reporting Requirements:*SARA (Section 311/312) hazard class:*

Not concerned.

SARA Title III Sections:*Section 302 (TPQ) - Reportable Quantity:*

Not concerned.

Section 304 - Reportable Quantity:

Not concerned.

Section 313 (De minimis concentration):

Not concerned.

Clean Water Act*Section 311 Hazardous Substances (40 CFR 117.3) - Reportable Quantity:*

Not concerned.

Clean Air Act*Section 112(r) Accidental release prevention requirements (40 CFR 68) - Reportable Quantity:*

Not concerned.

CERCLA*Hazardous Substances List (40 CFR 302.4) - Reportable Quantity:*

Not concerned.

RCRA status :

Not RCRA hazardous.

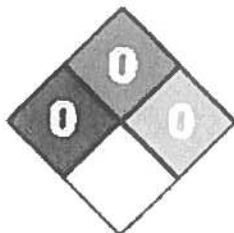
California Proposition 65 Information:

Not concerned.

SECTION 16: Other informationNFPA and HMIS Ratings:

NFPA:

Health: 0
Flammability: 0
Instability: 0

*HMIS:*

Health: 0
Flammability: 0
Physical Hazard: 0
PPE Code: B

This data sheet contains changes from the previous version in section(s):

SECTION 9. Physical and chemical properties, SECTION 16. Other Information.

Key or legend to abbreviations and acronyms used in the safety data sheet:

Acronyms

STOT = Specific target organ toxicity

Training advice:

Do not handle until all safety precautions have been read and understood.

This SDS was prepared in accordance with the following:

U.S. Code of Federal Regulations 29 CFR 1910.1200

Version: 23.01.a

LDCC010A

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

REQUEST FOR BIDS

The City of Las Vegas, New Mexico will open Sealed Bids at 2: 30 p.m., 8/1/24, at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

Clarifloc C-358 (Polymer)

The BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be examined at the following location: City Clerk's Office at 905 12th street, Las Vegas, NM 87701 or www.lasvegasnm.gov


Mailed bids should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked: **Clarifloc C-358 (Polymer)** Opening No. 2024-03; on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the Offeror to see that their bid is delivered to the **City Clerk** by the date and time set for the bid request. If the mail or delivery of bid request is delayed beyond the opening date and time, bid thus delayed will not be considered. A public opening will be held and any bidder or their authorized representative is invited to attend.

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

CITY OF LAS VEGAS,


Tim Montgomery, City Manager


Attorney


Casandra Fresquez, City Clerk


Morris Madrid, Finance Director


Dominic Chavez, Purchasing Officer

Opening No. 2024-03

Date Issued: 7/3/24

Published:	<u>Las Vegas Optic</u>	<u>7/12</u>	<u>2024</u>
	<u>Albuquerque Journal</u>	<u>7/12</u>	<u>2024</u>
	<u>www.lasvegasnm.gov</u>	<u>7/12</u>	<u>2024</u>



BIDDER INFORMATION

OFFEROR: Turner MFG

AUTHORIZED AGENT: ROGER TURNER

ADDRESS: 2713 GIGARD BL NE, ALBUQUERQUE NM
87107

TELEPHONE NUMBER (505) 301-0101

FAX NUMBER () _____

DELIVERY: Co. OWN TRUCK

STATE PURCHASING RESIDENT CERTIFICATION NO.: _____

NEW MEXICO CONTRACTORS LICENSE NO.: _____

BID ITEM (S): Clarifloc C-358 (Polymer)

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

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF New Mexico }

COUNTY OF Bernalillo } ss

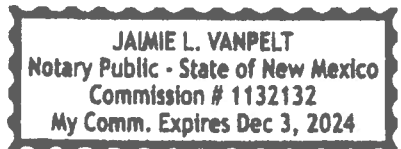
I, Roger Turner, being of first duly sworn, state under penalty of perjury that I am at least eighteen years of age, and am the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom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

Roger Turner
Signature

Subscribed and sworn to before me, this 31 day of July, 2024.

(SEAL)

Jaimie L. Vanpelt
Notary Public Signature



My Commission Expires: 12/3/2024

STANDARD BID CLAUSES

AWARDED BID:

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

TIMETABLE:

Bid pursuant to this request must be received at the City Clerk's Office at 905 12th Street, Las Vegas, New Mexico, on or before: 8/1/24, 2024; 2: 30 p.m.; at which time all bids received will be opened. An opening will occur at the City's Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for TBD, 2024. The successful Bidder will be notified by mail.

ENVELOPES:

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

BRIBERY AND KICK-BACK:

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

NON-COLLUSION:

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

RESPONSIBILITY OF BIDDER:

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

CLARIFICATION OF BID:

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

MODIFICATION OF BID:

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

WITHDRAWAL OF BID:

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

INSPECTION:

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

FEDERAL TAX IDENTIFICATION NUMBER:

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

FEDERAL TAX ID NUMBER: 61-1772813
SOCIAL SECURITY NUMBER: _____

NEW MEXICO TAX IDENTIFICATION NUMBER:

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

NEW MEXICO TAX IDENTIFICATION NO. (CRS): 03336110000-621

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Bidder shall submit a complete Campaign Contribution Disclosure Form Pursuant to NMSA 13-1-191.1, as amended.

COMMERCIAL WARRANTY:

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

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

SPECIAL NOTICE:

To preclude possible errors and/or misinterpretations, bid prices must be affixed in ink or typewritten legibly. Enclose one (1) original and five (5) copies of Bid documents. Failure to comply with this requirement may result in the rejection of the submitted Bid.

LABELS:

Bidder is required to tab pages which include the following: Notarized Affidavit, Signed Campaign Contribution form, Subcontractor list, Bid bond if applicable and total bid amount page.

DEFAULT:

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

BID PROTESTS:

If any bidder is of the opinion that the specifications as written preclude him/her from submitting a bid, his/her opinion should be made known to the Department involved in this bid request at least fifteen (15) days prior to the scheduled bid opening date with a copy forwarded to the Finance Department. Bid protests will not be considered from parties who do not also furnish satisfactorily documentation with their protest that their proposed system fully meets the functional intent of the TECHNICAL SPECIFICATIONS which accompany a Call for Bids.

NON-EXCLUSION:

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

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

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

CONTRACT:

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

TERMINATION:

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

TAXES:

Bidder must pay all applicable taxes.

NOTE:

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

CITY OF LAS VEGAS
BIDFORM

BID ITEM (S): Clarifloc C-358 (Polymer)

A.	55 Gallon Drum Rate	450 lb. drum	\$	\$1.58/lb. (\$711.00)
B.	Delivery		\$	no charge
C.			\$	
D.			\$	
E.			\$	
F.			\$	
G.			\$	
H.			\$	
I.			\$	
J.			\$	
K.			\$	
L.			\$	

NOTE:

Preston 186 KH Polymer by SOLENIS is a working equivalent to Clarifloc C-358.
Preston 186 KH is being used successfully throughout the US as a replacement.

Attached please find SDS, x3.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

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

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

The following definitions apply:

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

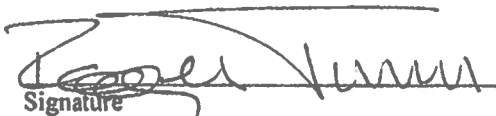
Signature

Date

Title (position)

—OR—

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


Signature

31 July 2024
Date

President
Title (Position)

**CITY OF LAS VEGAS
BID FORM
OPENING NO: 2024-
BID ITEM: CLARIFLOC C-358**

PROPERTIES:

Form:	Liquid
Color:	Clear
Ionic Character:	Cationic
Charge Density:	Very High
Specific Gravity:	1.02- 1.07
Average Non-Volatile Solids (%);	19-22
PH:	5-7
Bulk Viscosity: (cP):	700-1000
Freezing Point:	-3C
Storage Temperature:	0-35 C
Shelf Life:	24 Months

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF LAS VEGAS AND POLYDYNE INC.**

This Professional Services Agreement (“Agreement”) is hereby made and entered into by and between the City of Las Vegas, a New Mexico home-rule municipality (“City”), of 1700 North Grand Ave. Las Vegas, New Mexico, 87701, and Polydyne Inc (‘Contractor’), of One Chemical Plant Road, Riceboro, GA 31323, on this _____ day of September, 2024 (“Effective Date”). Throughout this Agreement, either of the aforementioned parties may be referred to as “Party” or both of the aforementioned parties may be referred to collectively as “Parties.”

RECITALS

WHEREAS, the City desires to hire Contractor to perform those certain services as described in the Scope of Services portion of this Agreement; and

WHEREAS, the Contractor desires to perform the Scope of Services as detailed in this Agreement pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and any attachments or exhibits to this Agreement, which are incorporated herein by reference, and the covenants and agreements set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor and the City agree as follows:

1. SCOPE OF WORK

The Contractor shall fully and timely provide all deliverables described herein in strict accordance with the terms, covenants, and conditions of the Contract. The agreement term will be for one year with the option for renewal up to four (4) years. The contract, including renewals and amendments thereof, may not exceed a total duration of four (4) years. The contract will begin upon final approval by the City Manager.

The Duties of the offeror shall include, but not be limited to the following services and requirements;

1. Supply and deliver Clarifloc C-358 (Polymer) in 55 gallon drums on a as needed basis to the City of Las Vegas Water Treatment Plant.

2. COMPENSATION: Regular Services. Regular services to be provided under the terms of this Agreement by the Contractor shall include all those necessary to perform tasks assigned and described within the “Scope of Services” in Paragraph 1 above.

A. Compensation. Please refer to **Attachment “A”** entitled Rate Schedule

B. Time Records. Contractor shall provide to the City regular invoices detailing: (i) the amount of time spent, (ii) the service(s) provided by Contractor, and (iii) which Contractor employee provided the service(s).

C. Payment. Payment to Contractor shall be made by the City on a monthly basis upon receipt of Contractor's invoices.

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

3. TERM OF AGREEMENT: The term of this Agreement shall commence on the Effective Date, and may be terminated by either Party upon a 15 day written notice to the other Party, and if not terminated by written notice, then this Agreement shall terminate at the close of the business day on the 1 year anniversary of the Effective Date. The initial term may be extended from year to year through addendum for a maximum of 4 years unless the Agreement is terminated at any time with a 15 day written notice to the other Party. Any changes in fees under this Agreement must be in writing and signed by both Parties. Termination upon 15 day notice shall not nullify obligations or liabilities for performance or failure to perform by either Party incurred prior to the date of termination.

4. BENEFITS, TAXES: The Contractor does not qualify for any City benefits, including without limitation, vacation, over time, sick leave or retirement. Contractor acknowledges that he, and he alone, shall be liable for and shall pay to the New Mexico Taxation and Revenue Department the applicable gross receipts taxes on all monies paid to Contractor under this Agreement and the City shall have no liability for payment of such tax. Contractor also acknowledges that it, and it alone, shall be liable to the State or Federal Governments and/ or their agencies for corporate, income and self-employment taxes required by the law and that the City shall have no liability for payment of such taxes or amounts.

5. TERMINATION OF CONTRACT: Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City to terminate the Contractor at its discretion, with 15 days written notice. Nothing in the Agreement shall prevent, limit, or otherwise interfere with the right of the Contractor to terminate this Agreement, except that the Contractor shall give 15 days written notice of such termination.

6. DUTIES OF CONTRACTOR: The Contractor shall perform duties consistent with those associated, assigned and described within the "Scope of Services" in Paragraph 1 above.

7. PROFESSIONAL STANDARDS: The Contractor agrees to abide by and perform his duties in accordance with all applicable federal, state, and municipal laws, regulations, and ordinances.

8. STATUS OF CONTRACTOR: The Contractor is an independent contractor.

9. CONFLICT OF INTEREST: The Contractor shall abide by and perform its duties in accordance with all applicable federal, state and municipal laws, regulations and ordinances regarding any actual or perceived conflicts of interest.

10. OATH OF CONFIDENTIALITY: The Contractor agrees to maintain all confidences and/or privileged information in a manner consistent with all applicable laws.

11. WORKING FACILITIES: The Contractor may use City offices upon prior written consent of the City.

12. NO AUTHORITY TO BIND CITY: The Contractor shall not have any authority to enter into any contract or arrangement binding upon the City, or to create any obligations on the part of the City, except by prior written consent of the City.

13. WAIVER OF BREACH: The waiver by either Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision of the Agreement.

14. NOTICE: Any notice required to be given under this Agreement shall be deemed sufficient, if in writing, sent by mail to the last known address of the Contractor and the City.

15. SUBJECT TO OTHER DOCUMENTS: This Agreement is subject to the terms and conditions of the Statutes of New Mexico, the City's Charter, Resolutions, Ordinances and Administrative Regulations. All these Statutes, Charter, Resolutions, Ordinances and Administrative Regulations are incorporated by reference into this Agreement.

16. SUBCONTRACTING AND ASSIGNMENT: The Contractor shall not subcontract any portion of the services performed under this Agreement without the express prior written consent of the City. Contractor may not assign any interest in this Agreement, or any portion thereof, without prior written consent of the City.

17. PROFESSIONAL LIABILITY INSURANCE: The Contractor must at all times maintain Professional Liability Insurance. Contractor will provide and maintain its own insurance, to include liability insurance for the work described in this Agreement in amounts acceptable to industry standards so long as this Agreement is in effect. Policies of insurance will be written by companies authorized to write such insurance in New Mexico, and policies of insurance will be on forms properly filed and approved by the Superintendent of Insurance, State of New Mexico. Contractor shall furnish certificates of insurance to the City and shall deliver the certificates to the City Manager, 1700 North Grand Ave. Las Vegas, New Mexico, 87701. If the Contractor subcontracts any part of its obligations under this Contract, the Contractor will include any or all such subcontractors on its insurance policies or require such subcontractors to secure the insurance coverage required by the City. Contractor shall not begin any activities in furtherance of this Agreement until the required insurance has been obtained and proper certificates of insurance delivered to the City Manager. Neither approval nor failure by the City to disapprove insurance or certificates of insurance will relieve the Contractor of full responsibility to maintain the required insurance in full force and effect.

18. BINDING EFFECT: This Agreement shall be binding and shall ensure to the benefit of the successors and assigns of the City and the successor and assigns of the Contractor.

19. INDEMNIFICATION: Contractor agrees to indemnify and hold harmless the City, its elected officials, agents and employees from any and all claims, suits and causes of action which may arise from his performance under this Agreement. Contractor further agrees to hold the City

harmless from all claims for any injury, damages or death sustained by Contractor, his employees, agents or other representatives while engaged in the performance of this Agreement, including without limitation all third party claims.

20. NEW MEXICO TORT CLAIMS ACT: Any liability incurred by the City in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 41-4-1, et. seq, 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 provisions of the New Mexico Tort Claims Act.

21. 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 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.

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

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

24. MISCELLANEOUS: This Agreement constitutes the entire agreement between the City and Contractor with respect to the subject matter herein, and all prior negotiations, writings, agreement and understandings are merged in and are superseded by this Agreement. No statement, promise or inducement made by the City or Contractor, either written or oral, which is not contained in this Agreement is binding between the City and Contractor. This Agreement shall be governed by the Laws of the State of New Mexico and the Ordinances, resolution, rules and regulations of the City, and the proper venue and jurisdiction for any litigation between the Parties shall be the Fourth Judicial District Court in Las Vegas, New Mexico. Each individual who signs this Agreement warrants and represents, under penalty of perjury, that he/she has full and complete authority to execute this Agreement on behalf of their respective entity. In the event that any of the terms of this Agreement are found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remainder of this Agreement shall continue in full force and effect. The City Manager shall have the final say as to the meaning of this Agreement, including, but not limited to, whether the

deliverables were met or duties were fulfilled. The Contractor and its members or agents understand that they may appeal the decision of the City Manager to the City's Governing Body.

In witness whereof, the parties named above have duly executed this instrument as of this Effective Date.

CITY OF LAS VEGAS
Approved By:

CONTRACTOR:
Polydyne Inc:

Tim Montgomery, City Manager

Signature

Attest:

Printed Name: _____

Cassandra Fresquez, City Clerk

Position: _____

Approved as to legal sufficiency:



Attorney



Approval Form
(Contracts, Lease Agreements, RFP's, MOU's, MOA's, Ordinances, Resolutions)

*Reviewed by: [Signature] 9/20/24
Tim Montgomery, City Manager Date

**(if not signed by City Manager first, this document will not be forwarded to the Attorney for review and approval)*

Date Submitted: September 20, 2024

Department Submitting: Utilities Submitter: Travis Martinez

Documents to be reviewed: Proposed Clarifloc Contract

Deadline: **asap**

Submitter Comments: _____

Received by CM - Office Mgr/HR: _____ Date: _____

City Manager / HR Comments: _____

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

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

Changes: _____ Date: _____

1 [Signature] 09/23/2024
Attorney Review Date

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

2 [Signature] 9-25-24
Finance Director Date

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

3 [Signature] 9/25/24
Tim Montgomery, City Manager Date

Received by City Clerk's Office Date: [Signature] 9/25/24
(Only if being placed on the Agenda)

****This form must be submitted with an Attorney Review prior to review and approval by the City Manager. If there is no Attorney Review, it will not be processed until this step is completed.***



**CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM**

Meeting Date: October 9, 2024

Date Submitted: 09/27/24

Department: Utilities

Item/Topic: Award RFP #2025-06 for City Attorney Services for the City of Las Vegas to Ortiz & Zamora Attorneys at Law, LLC and enter into contract.

Advertised: 08/30/2024: Las Vegas Optic, Albuquerque Journal and City Website

Proposal Opening: 09/12/2024

Number of Proposals: 1 – Ortiz & Zamora Attorneys at Law, LLC

Fiscal Impact: Paid for through City funding by department as designated.

Attachments: Original proposal, proposal opening sheet, proposals received, scoring matrix, draft contract.

Committee Recommendation: This item will be discussed at the October 8, 2024 Utility Advisory Committee Meeting. Their recommendation will be provided at the council meeting.


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

Approved For Submittal By:



Department Director

Reviewed By:



Finance Director



City Manager

**CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN**

Resolution No. _____
Ordinance No. _____
Contract No. _____
Approved _____

Continued To: _____
Referred To: _____
Denied _____
Other _____

REQUEST FOR PROPOSALS

The City of Las Vegas, New Mexico will open Sealed Proposals at 2: 00 pm, 9/12/24 2024, at the City Council Chambers, 905 12TH Street, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

RE-BID CITY ATTORNEY SERVICES

Proposal Forms and Specifications may be obtained from the following location: City Clerk's office at 905 12TH Street, LAS VEGAS, NM 87701

Mailed proposals should be addressed to the City Clerk, 905 12th Street, Las Vegas, New Mexico 87701; with the envelope marked **RE-BID CITY ATTORNEY SERVICES** Opening No. 2025-06 on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the Offeror to see that their proposal is delivered to the City Clerk by the date and time set for the proposal request. If the mail or delivery of proposal request is delayed beyond the opening date and time, proposal thus delayed will not be considered. Proposals will be reviewed at a later date with possible negotiations to follow.

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

CITY OF LAS VEGAS,



Tim Montgomery, City Manager



Casandra Fresquez, City Clerk



Morris Madrid, Finance Director



Dominic Chavez, Purchasing Officer

Opening No. 2025-06

Date Issued: 8/30/24

Published: Las Vegas Optic 8/30/24 , 2024

Albuquerque Journal 8/30/24 , 2024

www.lasvegasnm.gov 8/30/24 , 2024

OFFEROR INFORMATION

OFFEROR: _____

AUTHORIZED AGENT: _____

ADDRESS: _____

TELEPHONE NUMBER (____) _____

FAX NUMBER (____) _____

DELIVERY: _____

STATE PURCHASING RESIDENT CERTIFICATION NO.: _____

NEW MEXICO CONTRACTORS LICENSE NO.: _____

SERVICE (S): **RE-BID CITY ATTORNEY 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 _____ }

COUNTY OF _____ }

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

Signature

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

(SEAL)

Notary Public Signature
My Commission Expires: _____

AWARDED PROPOSAL:

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

TIMETABLE:

Proposal pursuant to this request must be received at the City Clerk's Office at 905 12th Street, Las Vegas, New Mexico, on or before: 8/2/24, 2024; 2:00 pm; at which time all proposal received will be opened. The opening will occur at the City Council Chambers or other designated area at the City Offices. Awarding of proposal is projected for **TBD, 2024**. 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.

COPIES:

Enclose one (1) original and five (5) copies of Proposal documents. Failure to comply with this requirement may result in the rejection of the submitted Proposal.

LABELS:

Offeror is required to tab pages which include the following: Notarized Affidavit, Signed Campaign Contribution form, Subcontractor list if applicable and total bid amount page.

BRIBERY AND KICK-BACK:

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

RESPONSIBILITY OF OFFEROR:

At all times it shall be the responsibility of the offeror to see that their proposal is delivered to the **City Clerk** by the **Date and Time** scheduled for the opening. If the mail or delivery of said proposal is delayed

beyond the scheduled opening date and time set, this proposal will not be considered.

NON-COLLUSION

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

CLARIFICATION OF PROPOSAL

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

MODIFICATION OR WITHDRAWAL OF PROPOSAL

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

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

APPLICATION OF PREFERENCE

FEDERAL TAX IDENTIFICATION NUMBER

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

FEDERAL TAX ID NUMBER: _____

SOCIAL SECURITY NUMBER: _____

NEW MEXICO TAX IDENTIFICATION NUMBER

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

SPECIAL NOTICE

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

The department involved in the proposal request will evaluate all proposals submitted according to the evaluation criteria indicated in the proposal specifications.

NEGOTIATION

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

CONTRACT

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

TAXES:

Bidder must pay all applicable taxes.

NOTE:

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

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

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

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

The following definitions apply:

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

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

Signature

Date

Title (Position)

REQUEST FOR PROPOSAL FOR CITY ATTORNEY SERVICES

PURPOSE

The City of Las Vegas New Mexico (hereinafter referred to as "City") is requesting competitive sealed proposals from a qualified attorney or qualified law firms to provide for Attorney and Legal Services. The City of Las Vegas seeks legal services to oversee and assist in managing all City related legal matters, ensuring maximum protection of legal rights and continued operation consistent with federal, state and local laws.

Proposals will be reviewed and ranked in private by an Evaluation Committee. A multi-award recommendations will be provided by the Evaluation Committee to the City's governing body for award to the Offeror whose proposal is determined to be the most advantageous to the City, based upon the specific evaluation criteria as outlined in the request for proposal.

BACKGROUND

The City of Las Vegas is seeking a well-qualified, knowledgeable and experienced Attorney or Law Firm in Municipal Government/Local Government Law, Employment Law, Human Resource Law and Labor Relations issues to provide legal services.

The City of Las Vegas is a Municipal Corporation employing about 250 employees, operating a Municipal Court; Executive Department; City Clerk Department; Human Resource Department to include the Safety Division; Finance Department to include the IT Division; Police Department to include the Code Enforcement Division, Animal Care Center and Animal Control; Fire Department to include Fire Museum; Utilities Department to include a Waste Water Treatment Plant, Water Treatment Plant and a Solid Waste Transfer Station, Gas Division, Water Division, Customer Service Division and Project Management Division; Parks and Recreation Department; Community Services Department to include three (3) Senior Center Facilities (Las Vegas Site, Pecos Site, San Miguel Site), a Library, a Museum; Public Works Department to include a Municipal Airport; and a Community Development Department to include a Transportation Division.

The Governing Body meets twice a month for regular scheduled meetings and holds special meetings as needed. These meetings are on a scheduled agenda taking actions on a variety of items that include quasi-judicial determinations creating a substantial risk for litigation and significant need for legal advice and counsel.

MINIMUM QUALIFICATION AND EXPERIENCE

To be eligible to respond to this Solicitation, the Firm must demonstrate that the Firm, has sufficient capabilities, resources, and experience to provide the Services required under this Solicitation. Any Firm who fails to meet all the following minimum qualification requirements may be noted as a "NON-RESPONSIVE" Offeror. Those qualifications are listed below.

LICENSING REQUIREMENTS

To be considered a responsible and responsive Proposer for the Scope of Services set forth in these bid documents, the Attorney or Firm shall possess the following:

- a. The Attorney or Firm shall be licensed to do business in the State of New Mexico.

- b. Any Attorney or All Firm attorneys shall be in good standing with the New Mexico Bar.
- c. Any Attorney or All Firm attorneys must be properly registered to practice their profession and licensed to engage in the practice of law in the State of New Mexico at the time of proposal submission. An Attorney Firm shall submit copies of the requisite Licenses for the primary City Attorney and primary back-up attorney.

EXPERIENCE REQUIREMENTS

The Attorney or Firm must have Municipal City Attorney experience and demonstrate the following:

- a. Immediately preceding the time of appointment, shall possess a minimum of three (3) years' experience practicing law in the courts of the State of New Mexico, of which a minimum of one (1) years consists of practice in the area of municipal government.
- b. Experience providing legal services to local governments in the areas listed in the RFP.
- c. Experience providing legal services with similar municipalities or expertise in a particular area of charter law.
- d. Experience representing local governments as well as experience in coordinating and managing the work of other Law Firms brought in for areas of specialized expertise.
- e. References: At a minimum, Attorney or Firm must provide at least three (3) references of business clients and/or governmental agencies to which it has provided said Services. References shall be representatives of New Mexico jurisdictions to which the Attorney or Firm is currently providing, or has provided, services within the last three (3) years. References must be indicated on the form provided with this RFP.

ADDITIONAL REQUIREMENTS

In accordance with the Las Vegas City Charter, any successful Offeror must establish residence in San Miguel County within ninety (90) days of acceptance of the appointment or execution of a contract pursuant to this request for proposals.

An Offeror who does not have residence in San Miguel County or who does not affirm they will have such residence within ninety (90) days of appointment execution of the contract will be considered non-responsive. Further, if a contract is entered into with an Offeror who affirms they will establish residence in San Miguel County but then fails to do so within the allotted ninety (90) days, the contract shall automatically be terminated.

Residency defined by the State of New Mexico:

NMAC 3.3.1.9

RESIDENCY

- A. Full-year residents. For purposes of the Income Tax Act, the following are full-year residents of this state:
 - (1) an individual domiciled in this state during all of the taxable year, or
 - (2) an individual other than an individual described in Subsection D of this section who is physically present in this state for a total of one hundred eighty-five (185) days or more in the aggregate during the taxable year, regardless of domicile.

1. SCOPE OF WORK

The Offeror shall maintain an office at City Hall and perform and provide City Attorney services for the City of Las Vegas three (3) days a week, eight (8) hours each day during the operating hours of 8:00 a.m. to 5:00 p.m. and shall also be available on an as needed basis. Offeror must address their response time to the City on general matters for review, preparation of contracts, resolutions, etc. Twenty-four hours a day, seven days a week ("24/7"). Offeror shall provide access to legal services and advice if required to deal with urgent and unexpected legal matters. The agreement term will be for one year with the option for renewal up to three (3) years. The contract, including renewals and amendments thereof, may not exceed a total duration of four (4) years. The contract will begin upon final approval by the City Manager.

The duties of the offeror shall include the following:

1. Attorney licensed to practice and in good standing with the State of New Mexico
2. Specializes in Local Government Law, Governmental Ethics and Public Administration
3. Provide legal advice and consultation to the Governing Body, City Manager, and all other City Departments
4. Administrative Matters and Proceedings
5. Providing legal advice and interpretation regarding the City Charter.
6. City Code of Ordinances issues
7. Code Enforcement
8. Planning and Zoning
9. Municipal Leases and Agreements
10. Contract Law and Sunshine Law Matters
11. Federal, State and City of Las Vegas Ethics Laws
12. Experience in Employment Law & Human Resource Law Issues
13. Experience in Labor Relations Issues
14. Public Records and the Inspection of Public Records Act (IPRA)
15. Litigation in State and Federal Court
16. Municipal, Magistrate and District Court Matters
17. Drafting and Reviewing City Ordinances, Resolutions, Charter Amendments, and any other legal documents affecting the interest of the City.
18. Review of City of Las Vegas Policies
19. Attend All City Council Meetings (as needed)
20. Review All Agenda Items for Council Meetings
21. Provide Legal Consultation on City Insurance Matters

22. Prosecute and Defend the City as to all Civil Complaints, Lawsuits, and Tort Claims
23. Review All Invitations to Bid, Request for Proposals, Request for Qualifications, and all other Procurement Documents.
24. Provide Periodic Status Reports as Requested by the Governing Body and the City Manager
25. Represent the City as its attorney in all minor Court proceedings.
26. Legal services provided to unauthorized employees or the public and not authorized will not be considered nor will the City pay for such.

2. CRITERIA FOR ACCEPTANCE AND EVALUATION OF PROPOSALS

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

The format for proposals shall be a maximum of **thirty (30) pages**, including title page and index to include the front and back cover. Proposals shall be printed on one side only, 8 ½" x 11", and bound on the left margin. A transmittal letter, Resident Certificates and Campaign Contribution Disclosure pages and other attached forms, will be included in the **thirty (30)** page limit. No other material is to be included.

- 2.2 Submittal of Proposals: One original (1) and Five (5) copies of proposals must be delivered to the City Clerk, City of Las Vegas, and 905 12th Street, Las Vegas, New Mexico 87701 no later than the date and time listed. Sealed proposal envelopes shall be clearly marked **"REQUEST FOR PROPOSAL FOR CITY ATTORNEY SERVICES"** on the outside of the envelope; this information shall be placed on the lower left-hand corner of the envelope. Failure to comply with this requirement may result in the rejection of the proposals.
- 2.3 The offeror with the successful proposal shall be prepared to enter into negotiations for projected fees, when required, for the services, prior to any work being started. Negotiations will follow procedures established by State Procurement Code. Offeror **must** presently be licensed by the State of New Mexico to practice law and be in good standing.
- 2.4 Ranking Criteria: The City of Las Vegas will use a technical advisory committee made up of City personnel and/or City Consultants to evaluate each proposal submitted. All proposals shall be reviewed for compliance with the mandatory requirements as stipulated in the Request for Proposals. Proposals found not to comply will be rejected from further consideration. Proposals which are not rejected will then be evaluated based upon the following weighted values. **Submittals shall address the evaluation criteria. Please use the below TAB format for your proposal. Proposals should be concise and clear.**

TAB 1 – Cover Letter and Mandatory Form information – 0 Points

1. Cover Letter – Maximum two pages outlining why the City should select your Firm. Identify who will be the point of contact including their email address. Identify the Primary Attorney and their full contact information including email, telephone, street address, and mailing address.
2. Items for Baseline Eligibility – Include Mandatory Form information from the Submission Check List page (including, list of additional attorneys', and any applicable licenses / certifications).

NOTE: There is a 30 printed (single-sided) page maximum for the information below.

TAB 2 – Qualification/Experience of the Firm – Maximum 20 Points

1. Describe the Firm, the areas of practice, number of attorneys, years in operation, experience in the practice of New Mexico municipal law, and other background or experience which may be helpful in evaluating the proposal.
2. Identify the specific experience of the Firm in specialized areas, including but not limited to municipal issues including parliamentary procedures, open meetings, Freedom of Information Act (FOIA), Inspection of Public Records Act (IPRA), Government in the sunshine, elected official, municipal finance, land use, zoning, contract law, procurement law, tort litigation, growth management, employment law, human resource law, environmental law, inter-local agreements, building Code, personnel, and any additional legal areas that will identify the focus of the Firm.
- 2a. Experience with Creation & Enforcement of Local Ordinances. Offerors must be familiar with, and experienced in dealing with, creating and enforcing ordinances in a local public body setting. Offerors must describe, in narrative form, how they meet this requirement.
3. Provide a list and description of Firm ownership and principal office location.
4. Provide a list of all judgments or lawsuits against the Firm or each Firm attorney to be assigned to provide services, including the nature of each judgment or lawsuit and its resolution.
5. Provide a list of all lobbyist(s) employed by the Firm, and the local agencies, entities, and general areas before which and in which they lobby.
6. List any clients currently represented by the Firm that could cause a conflict of interest with responsibilities to the City. Describe how the Firm will resolve these and future conflicts of interest.
7. Name, resume, and biographical sketch of the attorney who will be assigned as City Attorney for the City of Las Vegas. Also, the names and resumes of other attorneys who will assist and attend any of the City Council meetings or other meetings, to include the following:
 - a. Whether a member is in good standing of the New Mexico Bar, and if so, identify the date of admission.
 - b. If a member in good standing of other bars, identify state and date of admission.
 - c. The area of practice concentration relative to the area of service required by the City, including experience in municipal law.
 - d. Please state as to each attorney that is certified in city, county, and local government law by the New Mexico Bar.
 - e. Please state as to each attorney whether such attorney is rated by any national rating service and the rating of each attorney.

TAB 3 – Qualifications/Experience of Proposed Staff – Maximum 20 Points

1. Designate the primary attorney to be assigned as Las Vegas City Attorney and describe the amount of time such City Attorney will devote to the City of Las Vegas.
2. Designate the primary back up attorney to be assigned and describe when the services of the primary back up attorney will be used to provide services to the City of Las Vegas.
3. Provide information as to each of the individual attorney's experience in representing local government entities. That is, identify all current (and for the past three (3) years) municipal, county, or other governmental agencies for which the Firm has provided legal counsel or advice and the relationship between the Law Firm and/or each individual attorney and the identified entity.
4. Identify the specific experience of the Firm in all phases of New Mexico land use law. Identify the specific experience of the Firm in specialized areas, including but not limited to municipal issues including parliamentary procedures, open meetings, Freedom of Information Act (FOIA), Inspection of Public Records Act (IPRA), Government in the sunshine, elected official, municipal finance, land use, zoning, growth management, employment law, human resource law, inter-local agreements, building Code, personnel, and any additional legal areas that will identify the focus of the Firm.
5. Name and resume of the attorney who will be assigned as City Attorney for the City of Las Vegas. Also, the name and resume of the primary back-up attorney who will assist and attend any of the City Council meetings or other meetings, to include the following:
 - a. Whether a member is in good standing of the New Mexico Bar, and if so, identify the date of admission.
 - b. The area of practice concentration relative to the area of service required by the City, including experience in municipal law.
 - c. Please state as to each attorney that is certified in city, county, and local government law by the New Mexico Bar.
 - d. Please state as to each attorney whether such attorney is rated by any national rating service and the rating of each attorney.

TAB 4 – References – Maximum 20 Points

The form provided with this RFP on page 16 must be used.

TAB 5 – Methodology and Approach to Providing Legal Services to the City of Las Vegas – Maximum 20 Points

Firm approach methodology to providing the Services requested in this Solicitation:

1. Provide a description of the Firm's approach that will be used and manner in which the Respondent proposes to provide legal services to the City, to include, but not limited to, objectives, scope, methodology, after hours availability, etc. Describe how the Firm and the primary City Attorney would structure the working relationship between the City Attorney's Office, the City Council, and the City Manager's Office.
2. Provide a description of the Firm's approach towards providing proactive legal services, which will minimize claims and litigation, and measures that will be used to stay within an established budget.
3. Describe the approach to transition legal services from the current Firm; include legal strategy implications and objectives and financial implications.
4. Currently the City of Las Vegas engages outside counsel in the areas of labor and employment law, pension matters (not pension board representation), and bond

- counsel. Please describe the Firm's preferred approach in these areas of expertise and any other areas of expertise where the use of special outside counsel is anticipated.
5. Statement on how the workload of the City of Las Vegas will be accommodated and what kind of priority it would be given.

TAB 6 – Fee Proposal – Max 20 Points

Identify in the response the compensation or fees sought and, if applicable, the methodology to be used for charging the City on a monthly basis. The City is requesting fees to be submitted for at least one of the following options:

1. **Option “A”** – retainer fixed fee cap (with complete and detailed explanation of what it covers and what is not covered) plus hourly fees for litigation, special projects, or both, if not covered by a retainer. Please quote a fixed retainer fee to be charged for general governmental services and identify the items that are to be covered by the retainer. Also, clearly note any items the firm would not provide as part of the retainer services and that the firm prefers to bill on an hourly basis. State separately the rate(s) for any other cost items proposed to be itemized and billed (e.g., use of paralegals, photocopying, Westlaw, or Lexis fees, etc.). Be specific.
2. **Option “B”** – hourly fees for all work (no retainer fixed fee). Please specify the dollar amount of hourly fees and costs the firm will charge for providing legal services to the City. For the hourly fees portion of the proposal, the firm should identify the hourly rate of the person to be designated as the City Attorney and the hourly rate of each back-up attorney and support personnel, such as paralegals. Identify the minimum increment of time billed for each service (e.g., telephone calls, correspondence, and conferences). The City seeks billing increments of one-tenth of an hour or greater. If there are any services routinely performed at no cost, list those services.
3. **Option “C”** – Respondent’s choice. Clearly and thoroughly explain any billing methodology Respondent wishes to propose. Use any combination of retainer and hourly rates that the Respondent chooses to deliver the requested services.

NOTE

The City may negotiate with the top-ranking firm whether an hourly or monthly fee is most beneficial to both parties. State gross receipts and local options taxes (if any) shall not be included in the proposed fees.

TAB 7 – Resident Certificates/ Veterans Preferences – Max 10 Points

3. COST OF PREPARING AND SUBMITTING PROPOSALS

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

4. AWARD OF CONTRACT

The multi-award shall be made to the responsible Offerors whose proposal is the most advantageous to the City of Las Vegas, taking into consideration the evaluation factors set forth in this Request for Proposals. The proposals will be ranked by a committee. It is anticipated that ranking will be completed within one week of the opening of proposals. The City reserves the right to negotiate with multiple Offerors and award multiple contracts.

5. INSTRUCTIONS TO OFFEROR

5.1. REQUEST FOR PROPOSAL DOCUMENTS

5.1.1 Copies of Request for Proposals

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

5.1.2 Interpretations

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

5.1.3 Addendum

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

5.2 PROPOSAL SUBMITTAL PROCEDURES

5.2.1 Format and Section Requirements of Proposals

- a. Offerors shall provide one original (1) and five (5) copies of their proposal to the location specified on the cover page on or before the closing date and time for receipt of proposals.
- b. All proposals must be typewritten on standard 8 ½" x 11" paper and bound on the left-hand margin.
- c. A maximum of thirty (30) pages, including title, index, etc., including front and back covers.
- d. The proposal must be organized in the following format and must contain, as a minimum, all listed items in the sequence indicated:
 - I. Offeror's Identification
 - i. Notarized affidavit that states name and address of your organization office and nature of organization (individual, partnership or corporation, private or public, profit or non-profit).

Subcontractors, if any, must be listed with license numbers. Describe individual staff and subcontractor's responsibilities with line of authority and interface with City staff. Include the name and telephone number of person(s) authorized for preparation and execution of the contract. The City has the authority to reject any or all Subcontractors. Respond to this section as Section A of Offeror's proposal.

2. Campaign Contributions Disclosure Form
 - i. Fill out and attach the Campaign Contribution Disclosure Form. Respond to this section as Section B in Offeror's proposal.
3. Personnel Experience
 - i. Describe the experience and qualifications of company principles, supervisors and other employees who will be actively engaged in the work required under the contract, including experience of subcontractors if applicable. Experience qualifications must reference any of the services provided to the City of Las Vegas. Respond to this section as Section C of Offeror's proposal.
4. Licenses
 - i. The Offeror shall show that he/she is licensed through New Mexico Law Bar Association and/or any other licenses required by law to perform the work required by this contract. All such licenses shall be held by the offeror or his subcontractors at the time the proposal is submitted. Respond to this section as Section D in Offeror's proposal.
5. Experience in Specialized Services referenced in scope
 - i. The Offeror shall demonstrate a minimum of five (5) years of experience practicing law in the courts of the State of New Mexico, of which a minimum of three (3) years consists of practice in the area of municipal government. Experience providing legal services to local governments in the areas listed in the RFP. Experience representing local governments as well as experience in coordinating and managing the work of other Law Firms brought in for areas of specialized expertise. References: at a minimum, Firm must provide at least three (3) references of business clients and/or governmental agencies to which it has provided said Services. References shall be representatives of New Mexico jurisdictions to which the Firm is currently providing, or has provided, Services within the last three (3) years. References must be indicated on the form provided with this RFP. Section E in Offeror's proposal.
6. Documentation
 - i. The Offeror shall provide documentation of education, certifications and qualifications. Respond to this section as Section F in the Offeror's proposal.
7. Additional Information
 - i. Describe any expectations and/or clarifications to this Request for Proposal. Also include any additional information you believe to be pertinent to the proposal but not requested elsewhere such as Veterans business or New Mexico Resident business status. Respond to this section as Section H in Offeror's proposal.

- e. Any proposals that do not adhere to this format, and which do not address each specification and requirement within the RFP may be deemed non-responsive and rejected on that basis.
- f. Offerors may request in writing nondisclosure of confidential data. Such data should accompany the proposal and should be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. A request that clearly states that the entire proposal must be kept confidential will not be acceptable. Only matters, which are clearly confidential in nature, will be considered.
- g. Any cost incurred by the Offeror for preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be the sole responsibility of the Offeror.

5.2.2 SUBCONSULTANTS

- a. The Offeror shall list and state the qualifications for each sub-consultant the Offeror proposes to use for all sub-contracted work.
- b. The Offeror is specifically advised that any person or other party to whom it is proposed to award a sub-contract under this proposal, must be acceptable by the City after verification of eligibility status, including but not limited to suspension or debarment by the City.

5.2.3 PREQUALIFICATION PROCESS

- a. A business may be pre-qualified by the Purchasing Agent as an Offeror for particular types of service. Mailing lists of potential Offerors shall include but shall not be limited to such prequalified businesses (§13-1-134 NMSA 1978). For purposes of this RFP, if prequalification is utilized, special instructions will be attached as an exhibit to this RFP.

5.2.4 DEBARRED OR SUSPENDED CONTRACTOR

- a. A business (contractor or subcontractor) that has either been debarred or suspended pursuant to the requirements of §13-1-177 through §13-1-180, and §13-3-11 through §13-4-17 NMSA 1978, as amended, shall not be permitted to do business with the City and shall not be considered for award of the contract during the period for which it is debarred or suspended.

5.2.5 REJECTION OF SUBMITTED PROPOSALS

- a. Oral, telephonic, electronic, facsimile or telegraphic proposals are invalid and will not receive consideration. Rejected proposals shall be returned to the Offeror unopened. Failure to meet the following submittal of proposal requirements shall result in a rejection of a proposal:
 - 1. Proposals shall be submitted at the time and place indicated in the Notice of Request for Proposals and shall be included in a sealed envelope marked with the project title and the name and address of the Offeror and accompanied by the documents outlined in the Request for Proposal.
 - 2. At all times, Offeror shall assume full responsibility for timely delivery of proposals at the Purchasing Agent's office, including those proposals submitted by mail. Hand-delivered proposals shall be submitted to the Purchasing Agent or the Purchasing Agent's Designee and will be clocked in time stamped at the time received, which must be prior to the time specified.

5.2.6 NOTICE OF CONTRACT REQUIREMENTS BINDING ON OFFEROR

- a. In submitting this proposal, the Offeror represents that the Offeror has familiarized him/herself with the nature and extent of the Request for Proposals dealing with the federal, state, and local requirements, which are a part of these Requests for Proposals.
- b. Laws and Regulations: The Offeror's attention is directed to all applicable federal and state laws, local ordinances and regulations and the rules and regulations of all authorities having jurisdiction over the services for the project.

5.2.7 REJECTION OF CANCELLATION OF PROPOSALS

- a. This Request for Proposals may be canceled, or any or all proposals may be rejected in whole or in part, when it is in the best interest of the City. A determination containing the reasons therefore shall be made part of the project file (§13-1-131 NMSA 1978).

6. CONSIDERATION OF PROPOSALS

6.1 RECEIPT AND OPENING OF PROPOSALS:

- a. Proposals, modifications, and addendums shall be time-stamped upon receipt and held in a secure place until the established date for opening of proposals.
- b. Proposals shall not be opened publicly and shall not be open to public inspection until after award of a contract. An offeror may request in writing nondisclosure of confidential data. Such data shall accompany the proposal and shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.
- c. The names of all businesses submitting proposals and the names of all businesses, if any, selected for an interview shall be public information. After an award has been made, final ranking and evaluation scores for all proposals shall become public information (§13-1-120 NMSA 1978). The contents of any proposal shall not be disclosed so as to be available to competing Offerors during the negotiation process (§13-1-116 NMSA 1978).

6.2 PROPOSAL EVALUATION

- a. Proposals shall be evaluated on the basis of demonstrated competence and qualifications for the type of service required and shall be based on the evaluation factors set forth in this RFP. For the purpose of conducting discussions, proposals may initially be classified as:
 1. Acceptable
 2. Potentially acceptable, that is, reasonably assured of being made acceptable
 3. Unacceptable (Offerors whose proposals are unacceptable shall be notified promptly)
- b. The City shall have the right to waive technical irregularities in the form of the proposal of the Offeror, which do not alter the quality, quantity, or price of the service (§13-1-132 NMSA 1978).
- c. If an Offeror who otherwise would have been awarded a contract is found not to be a responsible Offeror; a determination that the Offeror is not a responsible Offeror, setting forth the basis of the finding shall be prepared by the Purchasing Agent/Procurement Manager. The unreasonable failure of the Offeror to promptly supply information in the connection with any inquiry with respect to the responsibility is grounds for a determination that the Offeror is not a responsible Offeror (§13-1-133 NMSA 1978). Selection Process (§13-1-120 NMSA 1978):
 1. An evaluation committee composed of representatives selected by the City will perform an evaluation of proposals. The committee shall evaluate statements of qualifications and performance data submitted regarding the

particular project and may conduct interviews with and may require public presentations by all businesses applying for selection regarding their qualifications, their approach to the project and their ability to furnish the required services.

2. If fewer than three (3) businesses have submitted a statement of qualifications proposal for the scope of work in this request for proposals, the committee may:
 - i. Rank in order of qualifications and submit to the local governing body for award, those businesses which have submitted a statement of qualifications; or
 - ii. Recommend termination of the selection process and send out new notices of the proposed procurement pursuant to §13-1-104 NMSA 1978.

6.3 NEGOTIATIONS (§13-1-122 NMSA 1978)

- a. The City's designee shall negotiate a contract with the highest qualified business for the services contemplated under this RFP at the compensation determined in writing to be fair and reasonable. In making this decision, the designee shall consider the estimated value of the services to be rendered and the scope, complexity and professional nature of the services.
- b. Should the designee be unable to negotiate a satisfactory contract with the business considered to be the most qualified at the price determined to be fair and reasonable, negotiations with that business shall be formally terminated. The designee shall then take negotiations with the second most qualified business. Failing accord with the second most qualified business, the designee shall formally terminate negotiations with that business.
- c. The designee shall then take negotiations with the third most qualified business.
- d. Should the designee be unable to negotiate a contract with any of the businesses selected by the committee, additional businesses shall be ranked in order of their qualifications and the designee shall continue negotiations in accordance with this section until a contract is signed with a qualified business or the procurement process is terminated, and a new Request for Proposals is initiated.
- e. The City shall publicly announce the business(es) selected for award.

6.4 NOTICE OF AWARD

- a. After award by the local governing body, a written notice of award shall be issued by the City after review and approval of the Proposal and related documents by the City with reasonable promptness (§13-1-100 and §13-1-108 NMSA 1978).

7. POST PROPOSAL INFORMATION

7.1 PROTESTS

- a. Any Offeror who is aggrieved in connection with a solicitation or award of an Agreement may protest to the City's Purchasing Agent and the City Clerk, in accordance with the requirements of the City's Procurement Regulations and the State of New Mexico Procurement Code. The protest should be made in writing within fifteen days after the facts or occurrences giving rise thereto (§13-1-172 NMSA 1978).
- b. In the event of a timely protest under this section, the Purchasing Agent and the City shall not proceed further with the procurement unless the Purchasing Agent makes a determination that the award of Agreement is necessary to protect substantial interests of the City (§13-1-173 NMSA 1978).
- c. The Purchasing Agent or the Purchasing Agent's designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Offeror

concerning procurement. This authority shall be exercised in accordance with adopted regulations but shall not include the authority to award money damages or attorney's fees (§13-1-174 NMSA 1978).

- d. The Purchasing Agent or the Purchasing Agent's designee shall promptly issue a determination relating to the protest. The determination shall:
 1. State the reasons for the action taken; and
 2. Inform the protestant of the right to judicial review of the determination pursuant to §13-1-183 NMSA 1978
- e. A copy of the determination issued under §13-1-175 NMSA 1978 shall immediately be mailed to the protestant and other Offerors involved in the procurement (§13-1-176 NMSA 1978).

7.2 EXECUTION AND APPROVAL OF AGREEMENT

- a. The Agreement shall be signed by the successful Offeror and returned within an agreed time frame after the date of the Notice of Award. No Agreement shall be effective until it has been fully executed by all required parties.

7.3 NOTICE TO PROCEED

- a. The City will issue a written Notice to Proceed to the Contractor.

7.4 OFFEROR'S QUALIFICATION STATEMENT

- a. Offeror to whom award of an Agreement is under consideration shall submit, upon request, information and data to prove that their financial resource, production or service facilities, personnel and service reputation and experience are adequate to make satisfactory delivery of the service described in the Request for Proposals (§13-1-82 NMSA 1978).

8. CONTRACT DOCUMENTS

The complete Contract Documents may include the following: (As Needed)

1. Scope of Services
2. Professional Standards
3. Compensation
4. Term of Agreement
5. Amendment
6. Status of Contractor
7. Assignment
8. Subcontracting
9. Records, Audits and Reporting
10. Conflict of Interest
11. Stoppage of Work
12. Amendment
13. Applicable Law
14. Scope of Agreement, Merger
15. Waiver
16. Insurance
17. Notice
18. Subject to Other Documents
19. Indemnification
20. New Mexico Tort Claims Act
21. Bribery and Kickbacks
22. Discrimination Prohibited
23. Third Party Beneficiaries

9. GENERAL TERMS AND CONDITIONS

9.1 DEFINITIONS

- a. *Addendum*: a written or graphic instrument issued prior to the opening of proposals, which clarifies, corrects or changes the Request for Proposals. Plural: addenda.
- b. *Determination*: means the written documentation of a decision of the purchasing agent including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains (§13-1-52 NMSA 1978).
- c. *Offeror*: any person, corporation, or partnership legally licensed to provide the professional services in this state who chooses to submit a proposal in response to this Request for Proposals.
- d. *Purchasing Agent*: means the person or designee authorized by the city to manage or administer a procurement requiring the evaluation of proposals.
- e. *Request for Proposals*: or "RFP" means all documents, including those attached or incorporated by reference, used for soliciting purposes (§13-1-81 NMSA 1978).
- f. *Responsible Offeror of Proposer*: means an offeror or proposer who submits a responsive proposal and who has furnished, when required, information and data to prove that the proposer's financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services described in proposal (§13-1-83 NMSA 1978).
- g. *Responsive Offer or Proposal*: means an offer or proposal that conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity or delivery requirements (§13-1-85 NMSA 1978).

9.2 TERMS

- a. The terms *must, shall, will is required or are required*, identify a mandatory item or factor that will result in rejection of the Offeror's proposal.
- b. The terms *can, may, should, preferably or prefers* identify a desirable discretionary item or factor.

9.3 CONTRACTUAL TERMS

- a. *Amendment*: This contract will not be altered, changed, or amended except by a written document signed by the parties of this Contract.
- b. *Assignability*: The Contractor shall not assign, subcontract, or transfer their interests in this Contract without the written agreement of the City. If such an assignment is allowed, the Contractor shall be ultimately responsible to ensure that the work is performed satisfactorily. Any sub-contractors assigned must be approved by the City.
- c. *Authority to Bind the City*: The Contractor shall not have the authority to enter into any contracts binding upon the City or to create any obligations on the part of the City, except such as shall be specifically authorized by the City's representative, acting pursuant to authority granted by the City.
- d. *Binding Effect*: This contract shall be binding and shall inure to the benefit of the successors and assignees of the City and the Offeror.
- e. *Business License*: Prior to commencement of work, Offeror must secure a business license from the City of Las Vegas and submit proof thereof.
- f. *Conflict of Interest*: The Contractor warrants that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services under this Contract.
- g. *Communication with the City of Las Vegas*: The Contractor shall be required to periodically update the City of Las Vegas of the status of any project or matter.

- h. *Funding*: This solicitation is subject to the availability of funds to accomplish the work. Payment and performance obligations for succeeding fiscal years shall be subject to the appropriation of funds. Therefore, when funds are not appropriated, or otherwise made available to support continuation of performance of the contract in a subsequent fiscal period, the contract will be terminated.
- i. *Gross Receipts Tax*: Unless otherwise agreed, Offeror is responsible for payment of gross receipts tax.
- j. *Indemnification*: The Contractor will indemnify, keep, and hold harmless the City, its agents, officials and employees, against all suits or claims that may be based on injury to persons or property that is a result of an error, omission, or negligent act of the Contractor or any person employed by or acting on behalf of the Contractor.
- k. *Method of Payment*: The Contractor shall submit itemized monthly statements of work performed on behalf of each City department as outlined herein. The City will then make payment by the 15th of the following month.
- l. *Notices*: Any notice required to be given under this Contract shall be deemed sufficient if given in writing by mail or hand-delivered to the City Clerk's office or by mail or hand-delivered to the Contractor's office.
- m. *Professional Standards*: The Contractor agrees to abide by and perform its duties in accordance with the Code of Ethics as established by the City of Las Vegas and or its designee(s).
- n. *Scope of Contract*: This Contract incorporates all the agreements, covenants and understandings between the parties concerning the subject matter of this Contract, and all such agreements, covenants, or understandings, oral or written, of the parties or their agents shall not be valid or enforceable, unless embodied into this contract.
- o. *Subject to Other Documents*: This Contract is subject to the terms and conditions of the statutes of the State of New Mexico and Ordinances of the City of Las Vegas, New Mexico as they exist at the time that this Contract is signed or as they are hereafter amended. All such statutes and ordinances are incorporated by reference to this agreement.
- p. *Term*: The term of this agreement shall be for a period of one (1) year, which may be extended on a year-to-year basis, upon written agreement of both parties, not to exceed a period of four (4) years.
- q. *Termination*: Either party may terminate this contract by giving written notice to the other party thirty (30) days in advance. However, if the Offeror is adjudged as bankrupt or insolvent, or defaults in any way, the City may, without prejudice to any other right or remedy, and after giving Offeror a minimum of ten (10) days from the delivery of a written notice, terminate the services of the Offeror.
- r. *Timelines*: All work shall be performed in a timely manner, as requested. Compensation for services not completed with agreed upon timelines will not be paid.
- s. *Work Stoppage*: The City of Las Vegas retains a unilateral right to order, in writing, temporary stoppage of the work or delay of the performance of the work, with a ten (10) day notice to the Offeror.

9.4 CONDITIONS

- a. *Bribes, Gratuities and Kick-Backs*: Pursuant to §13-1-191 NMSA 1978, reference is hereby made to the criminal laws of New Mexico (including §30-14-1, §30-24-2 and §30-41-1 through §30-41-3 NMSA 1978) which prohibits bribes, kick-backs and gratuities, violation of which is a felony. Furthermore, the Procurement Code (§13-1-28 through §13-1-199 NMSA 1978) imposes civil and criminal penalties for its violation.
- b. *Professional Licensure*: All work shall be under the direction of the applicable

- professional legally licensed and registered by the State of New Mexico.
- c. *Fees:* See the request for proposals Options set forth above.
 - d. *Governing Law:* The Agreement shall be governed exclusively by the laws of the State of New Mexico as the same from time to time exists.
 - e. *Independent Contractors:* The Contractor and the Contractor's agents and employees are independent contractors and are not employees of the City. The Contractor and Contractor's Agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of the Agreement.
 - f. *Standard Form of Agreement between City and Consultant:* The form of agreement required by the funding agency or issued by the City will be used for this project. Copies are available upon request.

Copies of Request for Proposals can be obtained in person at the office of the City of Las Vegas' Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico 87701, 505.454.1401

OFFEROR'S REFERENCE FORM

All references must be from customers for whom your company has completed work similar to the specifications of this bid. Attach additional page if necessary.

References for: (Company Name)

1. Company: _____
Street Address: _____
City, State & Zip: _____
Contact Person Name _____
Phone _____ FAX _____ Email _____
Describe Scope of Work and dates of project/service:

2. Company: _____
Street Address: _____
City, State & Zip: _____
Contact Person Name _____
Phone _____ FAX _____ Email _____
Describe Scope of Work and dates of project/service:

3. Company: _____
Street Address: _____
City, State & Zip: _____
Contact Person Name _____
Phone _____ FAX _____ Email _____
Describe Scope of Work and dates of project/service:

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL

EVALUATION SHEET

Offerors:

Proposal must address each of the following criteria to receive points.

TAB	CRITERIA	MAXIMUM POINTS
1	Cover Letter	0
2	Qualifications/Experience of the Firm	20
3	Qualifications/Experience of the Proposed Staff	20
4	References	20
5	Methodology and Approach to Provide Legal Services	20
6	Fee Proposal	20
	Total:	100
7	Resident Certificates/ Veterans Preferences	10
	TOTAL:	110

CITY OF LAS VEGAS
BID OPENING

DATE: Sept 12, 2024

OPENING NO.: 2025-006

TIME: 2:00 PM

LOCATION: _____
12th St
Las Vegas, NM 87701

ITEM(S): City Attorney

RECEIVED FROM:	AMOUNT PER ITEM:	BID BOND:	AFFIDAVIT NOTARIZED	CAMPAIGN CONTRIBUTION
<u>Ortiz & Zamora</u>			<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

COMPANY REPRESENTATIVE
Adrian Altemand
[Signature]

COMPANY NAME
CLV PM
PROCESOR

(use other side of form when full)
ORIGINAL PROPOSALS TAKEN BY:
Adrian Altemand
DATE: 9/12/24

SUBMITTED BY: _____
DATE: _____

CITY OF LAS VEGAS

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL

EVALUATION SHEET

Offerors:

Proposal must address each of the following criteria to receive points.

TAB	CRITERIA	MAXIMUM POINTS
1	Cover Letter	0
2	Qualifications Experience of the Firm	20
3	Qualifications Experience of the Proposed Staff	20
4	References	20
5	Methodology and Approach to Provide Legal Services	20
6	Fee Proposal	20
	Total:	100
7	Resident Certificates/ Veterans Preferences	10
	TOTAL:	110

**RESPONSE TO
REQUEST FOR PROPOSAL
FOR CITY ATTORNEY SERVICES
RFP # 2025-06**

ORTIZ & ZAMORA,
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Attorneys at Law, LLC

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JESSICA R. TERRAZAS, OF COUNSEL

jessica@ortiz-zamora.com

MEAGAN R. MUÑOZ, ASSOCIATE

meagan@ortiz-zamora.com

ALBERT J. LAMA, OF COUNSEL

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MICHAEL R. JONES, SENIOR ASSOCIATE

mikc@ortiz-zamora.com

MAILING ADDRESS:

530 HARKLE ROAD, SUITE B
SANTA FE, NEW MEXICO 87505

TELEPHONE: (505) 986-2900

FACSIMILE: (505) 986-2911

WEBSITE: ortiz-zamora.com

September 12, 2024

City Clerk
City of Las Vegas
905 12th Street
Las Vegas, NM 87701

RE: City of Las Vegas

Request for Proposal for City Attorney Services

Response to Re-Bid City Attorney Services

RFP No. 2025-06

DEADLINE DATE: September 12, 2024, at 2:00 P.M. MST/MDT

Dear City Clerk:

ORTIZ & ZAMORA, ATTORNEYS AT LAW, LLC (“Ortiz & Zamora Law Firm”) hereby responds and submits this Professional Services Proposal for City of Las Vegas (“CLV”). As requested, this proposal presents the Ortiz & Zamora Law Firm’s experience and qualifications related to accomplishing the Scope of Work requested by CLV.

The name, address and phone number of the law firm or attorney:

Geno, Partner

ORTIZ & ZAMORA, ATTORNEYS AT LAW, LLC

530 Harkle Road, Suite B

Santa Fe, NM 87505

(505) 986-2900 / (505) 986-2911 (Facsimile)

geno@ortiz-zamora.com

The names of all attorneys who are associated with the firm or attorney and the nature of their association (partner, shareholder, associate, of counsel, etc.):

Geno Zamora, Partner

Tony F. Ortiz, Partner

Jessica R. Terrazas, Of Counsel

Meagan R. Muñoz, Associate

Albert J. Lama, Of Counsel

Michael R. Jones, Senior Associate

CITY OF LAS VEGAS
RESPONSE TO REQUEST FOR PROPOSAL FOR
CITY ATTORNEY SERVICES

Page 2

September 12, 2024

**INTRODUCTION AND EXPERIENCE WITH
GOVERNMENTAL ENTITIES**

Ortiz & Zamora Law Firm possesses the background, experience and skills necessary to effectively represent City of Las Vegas and its members. Our law firm currently provides legal advice in all aspects of law affecting CLV's covered entities. We provide our governmental entities with general counsel guidance and litigation support related to governance, contracts, procurement, real property and leases, public records and open meetings, procurement, employee discipline, labor relations, policies and ordinances, general liability, ethics and open government. We are a small business as defined under 13 CFR 121.201 NAICS Code 541110 and a 100% minority-owned business.

Our Law Firm has significant experience representing governmental entities throughout New Mexico with liabilities and risks that are similar to those of CLV's covered entities. Governmental entities currently or previously represented include: City of Santa Fe, Town of Taos, City of Las Vegas, City and County of Los Alamos, City of Española, City of Deming, City of Sunland Park, City of Lordsburg, Town of Raton, Village of Hatch, City of Raton, Village of Magdalena, Village of Roy, Town of Mountainair, City of Anthony, City of Ruidoso Downs, Village of Ruidoso, City of Carlsbad, City of Alamogordo, Village of Corrales, Town of Mesilla, Village of Williamsburg, Village of Bosque Farms, City of Elephant Butte, City of Santa Rosa, Town of Hurley, and Town of Estancia. In addition, we provide day-to-day general counsel and litigation services to over 25 public school districts in the State, Northern New Mexico College, and the New Mexico School for the Blind and Visually Impaired. Under two administrations, Mr. Zamora has served as City Attorney for the City of Santa Fe, is a former Assistant Attorney General, and a former Governor's Chief Counsel.

The primary attorneys of Ortiz & Zamora have been working for schools and public entities for over twenty-eight years each. Our law firm's origins began as Castille & Ortiz, LLC in 2000, with Mr. Ortiz serving as a partner in a new law firm providing school law services and also managing municipal assignments. After working in that partnership and being of-counsel to another firm between 2006 and 2013, Mr. Ortiz opened his own practice in 2013 in Santa Fe, again focusing on school district related services and governmental liability. Since doing so, he asked Mr. Zamora to join him in 2015 and the Ortiz & Zamora Firm has since grown to six lawyers, with over 100 years of collective legal experience and with over 90% of the practice dedicated to school law and counsel for public entities.

The Firm is enthusiastic about the opportunity to continue its relationship with CLV and to continue its work litigating on behalf of CLV-covered entities.

Best Regards,


Geno Zamora, Partner

OFFEROR INFORMATION

OFFEROR: Ortiz & Zamora, Attorneys at Law, LLC

AUTHORIZED AGENT: Geno Zamora

ADDRESS: 530 Harkle Road, Suite B, Santa Fe, NM 87505

TELEPHONE NUMBER (505) 986-2900

FAX NUMBER (505) 986-2911

DELIVERY: Hand-Delivered

STATE PURCHASING RESIDENT CERTIFICATION NO.: _____

NEW MEXICO CONTRACTORS LICENSE NO.: Business License 237082

SERVICE (S): **RE-BID CITY ATTORNEY 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 SANTA FE }

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

Geno Zamora
Signature

Subscribed and sworn to before me, this 11TH day of September, 2024.

(SEAL)

Nadine M Stenberg
Notary Public Signature
My Commission Expires. 03/14/2026

STATE OF NEW MEXICO
NOTARY PUBLIC
NADINE M. STENBERG
COMMISSION # 1095268
COMMISSION EXPIRES 03/14/2026

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

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

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

The following definitions apply:

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR

Contribution Made By _____

Relation to Prospective Contractor _____

Date Contribution(s) Made _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

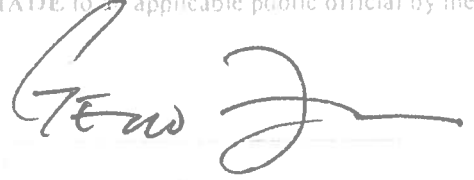
(Attach extra pages if necessary)

Print Name

Title (position)

--OR--

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



9/11/24

Partner
Title (Position)

CITY OF LAS VEGAS
RESPONSE TO RFP # 2024-05 LEGAL SERVICES
FOR GENERAL COUNSEL TO CLV'S MEMBERS
Page 3
September 12, 2024

TAB 2 – QUALIFICATIONS/EXPERIENCE OF THE FIRM

i. Narrative/Listing of Business Experience

Ortiz & Zamora Law Firm is located in Santa Fe, New Mexico and is owned by our two partners, Tony Ortiz & Geno Zamora. We are a modern law firm capable of working remotely as well as on-site as needed by our clients. All attorneys possess significant levels of experience providing counsel to both public and private sector clients, with an overall emphasis on public sector clients in the areas of education and municipal law. Although none of our attorneys are currently registered lobbyists, each of our attorneys have lobbyist experience and relationships that, if needed by the client, would allow us to promptly register and effectively lobby on behalf of CLV.

ii. List of Attorneys and Qualifications

ATTORNEY SUMMARIES

These are summaries of our attorneys, for complete resume details of each element of their experience and the trainings they conduct, please see the section entitled: Resumes - Personnel Qualifications of Principal Proposed Attorneys.

All listed attorneys are licensed to practice law in the State of New Mexico and are in good standing with the New Mexico Bar. Each attorney exceeds a minimum of three years' experience practicing law in the courts of the State of New Mexico, and exceeds a minimum of one year of practice in the area of municipal law.

GENO ZAMORA, ESQ. – PARTNER

Mr. Zamora would serve as the lead contact for CLV. Mr. Zamora utilizes his 30 year law practice and his diverse background in law, business, and public policy to provide his clients with legal, policy and strategic direction for issues including employment and labor relations, risk management, procurement, real estate & land use, litigation, water, civil & human rights, government relations, ethics, and open government. Prior to forming Ortiz & Zamora with his law partner Tony Ortiz, Mr. Zamora served as City Attorney for the City of Santa Fe from 2010 through 2013, and again in 2018 when he was asked to serve as Santa Fe's Interim City Attorney to manage the City Attorney's Office during the new administration's transition and search for a full-time in-house City Attorney.

As City Attorney for Santa Fe, Mr. Zamora engaged in and managed all aspects of municipal law and every type of legal issue and litigation facing municipalities, including municipal, state and federal court cases, land use, employment, open government, litigation, facilities management, labor relations, and public policy development including creating and drafting ordinances and resolutions for governing body review and approval. As City Attorney, Mr. Zamora managed, advised, and

CITY OF LAS VEGAS
RESPONSE TO REQUEST FOR PROPOSAL FOR
CITY ATTORNEY SERVICES

Page 4

September 12, 2024

supported 7 assistant attorneys and 6 support staff.

In addition, Mr. Zamora has served as chief legal officer and senior policy advisor for several governmental entities, including Chief Counsel for the Governor of New Mexico, General Counsel for the New Mexico Economic Development Department, Assistant Attorney General, and General Counsel for the Santa Fe Public Schools. As Chief Counsel to the Governor, Mr. Zamora managed over 25 in-house counsels and over 40 outside law firms and participated in multiple arguments before the New Mexico Supreme Court. Prior to his Chief Counsel role, Mr. Zamora spent approximately 8 years representing state agencies either as Assistant Attorney General or in private practice through CLV, RMD, and Association of Counties contracts. In his public service roles, Mr. Zamora has focused on training governmental entities in the efficient use of general counsels, reducing the risk and litigation expenses of governmental entities, reducing expenses through improved procurement procedures, minimizing project delays, and negotiating solutions for costly litigation.

Mr. Zamora is a 1987 graduate of St. Michael's High School in Santa Fe, a 1991 graduate of the Georgetown University School of Business, and a 1994 graduate of the University of Arizona College of Law. Mr. Zamora is a former Chief Analyst for the New Mexico House of Representatives Leadership Office during the 2001 regular and special legislative sessions. Mr. Zamora was also a 2006 member of the Governor's Task Force on Ethics Reform.

Mr. Zamora is rated "AV Preeminent" by Martindale-Hubbell, which is the highest peer rating standard given to attorneys who are ranked at the highest level of professional excellence for their legal expertise, communication skills, and ethical standards.

TONY F. ORTIZ, ESQ. – PARTNER

Mr. Ortiz will serve as the backup contact for CLV. In his 28 years of legal practice, Mr. Ortiz has served as general counsel to multiple municipal and governmental entities around New Mexico. He has highly effectively represented the state, local bodies, and public schools in state and federal court and before administrative agencies in all aspects of daily operations, however, he is most effective in advising regarding difficult personnel matters involving discipline or termination. Mr. Ortiz has also highly effectively advised our municipalities when creating, drafting, and revising personnel policies and ordinances.

In addition to providing general legal services for his governmental clients, Mr. Ortiz has served as a litigation attorney for dozens of municipalities through the New Mexico Self Insured Fund, defending public entities from claims related to tort, contract, employment, civil rights claims, and property matters --- experience which benefits his governmental clients when litigation becomes necessary. In this regard, Mr. Ortiz has appeared in most of New Mexico's district courts, before the New Mexico Court of Appeals and Supreme Court, as well as the federal district courts of New Mexico, and the 10th Circuit Court of Appeals.

A graduate of Stanford University and the University of Michigan Law School, and a New Mexico Supreme Court Judicial Clerk early in his career, Mr. Ortiz has the legal training to represent

CITY OF LAS VEGAS
RESPONSE TO RFP # 2024-05 LEGAL SERVICES
FOR GENERAL COUNSEL TO CLV'S MEMBERS

Page 5
September 12, 2024

CLV members as general counsel. Mr. Ortiz's experience with governmental liability, his track record with other area governmental entities, and his relationships with community leaders across New Mexico makes Mr. Ortiz a uniquely good choice for CLV. All of this amounts to legal representation that is carefully tailored to the CLV's needs, with an understanding of relevant context that assists CLV in getting the results sought by its leadership. Mr. Ortiz looks forward to a relationship with CLV and to providing fair, objective, and tough legal representation on its behalf.

Mr. Ortiz is rated "AV Preeminent" by Martindale-Hubbell, which is the highest peer rating standard given to attorneys who are ranked at the highest level of professional excellence for their legal expertise, communication skills, and ethical standards.

JESSICA R. TERRAZAS – OF COUNSEL

Ms. Terrazas is Of-Counsel at Ortiz & Zamora and currently a sub-contractor with our Firm. She focuses her practice in municipal and local government guidance and defense, managing all aspects of pretrial litigation and legal briefing for municipal cases. Ms. Terrazas typically leads personnel investigations and reporting—particularly investigations and responses related to EEOC and Human Rights Act complaints. She is currently preparing for trial representing one of our municipal clients in litigation involving the New Mexico Civil Rights Act. Prior to coming to Ortiz & Zamora, Ms. Terrazas was a litigator with the Rodey Law Firm with an emphasis on health law and medical malpractice defense. Prior to joining the Rodey Law Firm, Ms. Terrazas clerked for the Honorable Edward L. Chávez of the New Mexico Supreme Court. Ms. Terrazas has litigated at all levels of New Mexico State Courts and has litigated in Federal Court.

During law school, Ms. Terrazas was a member of the Hispanic National Bar Association Moot Court Team and a semi-finalist at the National Latina/o Law Student Association Moot Court Competition. She served two terms as president of the Mexican American Law Student Association (MALSA). Ms. Terrazas also studied abroad in Santiago de Chile, Chile and Buenos Aires, Argentina with American University Washington College of Law. She received the Esteban A. Aguilar Award for Outstanding Advocacy and the University of New Mexico School of Law Dean's Award.

Ms. Terrazas has earned the designation of "Rising Star" in the 2016 and 2017 editions of *Southwest Super Lawyers* for her experience and expertise in Personal Injury- Medical Malpractice: Defense.

MEAGAN R. MUÑOZ

Meagan Muñoz is an integral part of your law firm's general counsel services—having provided direct-to-client general counsel services to school districts and municipalities for the last 3 years. In addition, Ms. Muñoz is an excellent researcher and writer providing up-to-date advice to our clients as well as assisting our more senior attorneys with comprehensive research and recommendations that assist Mr. Zamora, Mr. Ortiz, and our other attorneys with providing prompt and accurate advice to our general counsel clients as well as preparing and presenting legal topics and trainings that are essential to effective governance. Through her research and writing, Ms. Muñoz

CITY OF LAS VEGAS
RESPONSE TO REQUEST FOR PROPOSAL FOR
CITY ATTORNEY SERVICES

Page 6
September 12, 2024

effectively develops and revises policies, procedures, resolutions, and other governance documentation for our clients.

A 2020 graduate of the University of New Mexico School of Law who earned her law license in 2021, Ms. Muñoz practices in the areas of school law and general civil litigation for the Firm. She led or participated in governmental liability litigation involving facilities maintenance, corrections, transportation, federal and state civil rights, real property, labor relations, premises liability, general tort claims, inspection of public records, and excessive use of force.

During law school, Meagan was awarded a scholarship focusing on child and family justice issues that allowed her to serve at the Law Offices of the Public Defender in their Juvenile Division, the New Mexico Public Education Department's Office of General Counsel, and New Mexico's Legislative Education Study Committee. While attending law school, Meagan served as a fellow in the Marshall-Brennan Constitutional Literacy program, aimed at teaching high school students their rights, and also participated in the Jaramillo Summer Clerkship program, where she was able to gain practical experience at the Sheehan & Sheehan law firm, expanding her knowledge in construction law, employment law, contract law, tort law, and legal malpractice.

Prior to attending law school, Ms. Muñoz was an elementary and middle school teacher at Sanger Elementary and Heizer Middle School in Hobbs, New Mexico, where she coached 8th grade girls' athletics. Before coming to the Firm, Meagan worked as an education consultant with the National Education Association of New Mexico's Center for Community Schools.

Ms. Muñoz is also a 2011 graduate of the University of New Mexico where she majored in Psychology and minored in Sociology. She is currently pursuing a Master's of Arts Degree in Educational Leadership from New Mexico Highlands University as a Ben Lujan Leadership and Public Policy Fellow. Additionally, Ms. Muñoz serves as a member of the UNM Young Alumni Board of Directors.

ALBERT J. LAMA

Albert J. Lama brings 34 years of general civil law practice experience, including litigation defense of state agencies, government affairs, law enforcement training and professional standards, administrative law, personnel issues including discipline and hearing process, drafting and reviewing board administrative actions and regulations, interpreting state and federal laws and regulations affecting governmental entities, trial court and administrative practice including the New Mexico Department of Labor, contract preparation and review, procurement and open government compliance.

As a licensed attorney in New Mexico since 1988, Mr. Lama is a former Deputy Attorney General for the State of New Mexico, has represented client agencies in all three branches of New Mexico state government, and had provided legal guidance to municipalities throughout the State. Most recently, Mr. Lama traveled to Santa Rosa, New Mexico, to meet with the governing body and train them on Open Meetings Act, Inspection of Public Records Act, and Governmental Conduct Act compliance. He has successfully counseled and actively defended the decisions of his client agencies

CITY OF LAS VEGAS
RESPONSE TO RFP # 2024-05 LEGAL SERVICES
FOR GENERAL COUNSEL TO CLV'S MEMBERS
Page 7
September 12, 2024

in many forums, including state administrative tribunals, trial courts and state appellate courts. Mr. Lama has also participated in many directed mediation efforts over the years and has successfully crafted resolutions that reflected the needs of the client and limited the costs of litigation.

MICHAEL R. JONES

Mr. Jones is a 28 year lawyer and highly experienced litigator who assists our general counsel clients with risk mitigation and pre-litigation solutions. Mr. Jones has served as City Prosecutor for several municipalities, including City of Santa Fe and City of Española, and is also a practicing criminal defense lawyer. His in-depth knowledge of civil enforcement and criminal defense court systems provide our governmental clients with the advice and representation needed for civil and criminal prosecutions, effectively enforcing municipal ordinances. Mr. Jones would also handle or assist in any type of municipal litigation assigned to Ortiz & Zamora Law Firm

Mr. Jones clerked for Justice Patricio Serna at the New Mexico Supreme Court. Michael has had a variety of legal work experience working with the First and Eleventh District Attorneys' offices as an assistant district attorney, the New Mexico State Senate as an analyst, the New Mexico Attorney General's office, and in private practice.

While in State Government, Mr. Jones was a prosecutor for all levels of criminal cases, at the Attorney General's office he was engaged in civil litigation and representing various state agencies. Mr. Jones also has worked as an analyst for the New Mexico State Senate's Conservation and Judiciary Committees and was the Chief Analyst for the New Mexico Senate's Majority Office.

In addition to working for State Government, Mr. Jones has been in private practice for twenty years. During much of that time, Mr. Jones was a partner in his own firm where he handled a variety of civil litigation and criminal defense and prosecution. While in private practice, Mr. Jones has defended and prosecuted all types of criminal cases from misdemeanor shoplifting to first degree murder.

In the civil area of Mr. Jones' private practice, he has represented people and entities as varied as corporations to land grants. Mr. Jones has been counsel for persons or entities involved in personal injury matters, domestic relations and domestic violence cases, people injured by civil rights violations, property disputes, and will and estate issues. He has also served as an administrative law hearing officer with the New Mexico Secretary of State. He currently provides general counsel services to the New Mexico Pharmacy Board and the New Mexico Board of Nursing.

Michael R. Jones graduated from Miami University in Oxford, Ohio in 1993. He received his juris doctor from The University of Toledo College of Law in 1996. He has been licensed in New Mexico since 1996. He is inactive in the Ohio Bar.

CITY OF LAS VEGAS
RESPONSE TO REQUEST FOR PROPOSAL FOR
CITY ATTORNEY SERVICES

Page 8

September 12, 2024

MANAGEMENT OF POTENTIAL CONFLICTS

As with all governmental clients, there is always a potential for conflicts of interest when providing legal services. Our Law Firm currently represents West Las Vegas Schools and Las Vegas City Schools. It is conceivable that there may be times when CLV's interaction with these entities could raise a real or potential conflict of interest. If the occasion arises, our Law Firm will follow the New Mexico Rules of Professional Responsibility for identifying any conflict, disclosing the conflict, and either providing services through one of our non-conflicted attorneys, or assist our clients with identifying conflict counsel to assist with the particular assignment.

CITY OF LAS VEGAS
RESPONSE TO RFP # 2024-05 LEGAL SERVICES
FOR GENERAL COUNSEL TO CLV'S MEMBERS
Page 9
September 12, 2024

TAB 3 – QUALIFICATION/EXPERIENCE OF PROPOSED STAFF

**RESUMES - PERSONNEL QUALIFICATIONS OF PRINCIPAL
PROPOSED ATTORNEYS**

- **Attorney Name: GENO ZAMORA**

Licensed in New Mexico: 1994, Bar No. 8028

Specific Areas of Legal Practice:

General municipal and education law, general civil litigation, government affairs, special education, personnel issues including discipline and hearing process, finance, drafting and reviewing ordinances, policies and regulations, governing body issues, interpreting state and federal laws and regulations affecting governmental entities, trial court and administrative practice, general real estate transactions, land use, contracts, procurement, tort practice/civil rights and ethics and open government.

A summary of the attorney's educational background, special training, and awards:

Education:

- University of Arizona College of Law, Juris Doctor 1994
- Georgetown University School of Business, BSBA, International Management, 1991
- Collegio Mayor Covarrubias, Madrid, Spain, Summer Program 1990

Special Training

- U.S Conference of Mayors, 2011 and 2012 Attendee of Annual and Winter meetings
- New Mexico Municipal League Attorney's Association, 2010-13 and 2022-23 Annual Meetings
- National Institute for Urban School Leaders, Harvard Graduate School of Education, 2015 Attendee
- Council of School Attorneys Annual Conference, Nashville, 2015 Attendee
- Council of School Attorneys Annual Conference, New Orleans, 2014 Attendee
- Lawyers' Leadership Training Institute, 2001 Attendee
- Attorney Mediators' Institute, 1996 Attendee
- National Institute for Trial Advocacy, Southwest Regional Program, 1995 Attendee

CITY OF LAS VEGAS
RESPONSE TO REQUEST FOR PROPOSAL FOR
CITY ATTORNEY SERVICES

Page 10

September 12, 2024

Relevant Work Experience/ Special Training:

- Owner/Partner: Ortiz & Zamora, Attorneys at Law, LLC, (2015-present); representation of municipalities, school districts, public entities and corporate entities.
- Interim City Attorney: City of Santa Fe (April to July 2018) represented the City as in-house attorney in all legal matters including open government, elections, real estate and land use, personnel, water and utilities, labor relations and civil litigation.
- General Counsel: Santa Fe Public Schools (2013-2015); represented the district as in-house counsel in all legal matters including procurement, personnel, government affairs, regular and special elections, student discipline, safety and security, special education, real estate transactions, and policy development.
- City Attorney: City of Santa Fe (2010-2013); represented the City as in-house attorney in all legal matters including open government, elections, real estate and land use, personnel, water and utilities, labor relations, and civil litigation.
- General Counsel: New Mexico Economic Development Department (2009-2010); represented the Department as in-house counsel in all legal matters including procurement, personnel, construction, and government affairs.
- Of Counsel: Gallagher & Kennedy Law Firm (2005-2007); provided legal advice, strategy and policy development for private client interaction with state and local governments. Advised clients on regulatory and administrative law compliance and pending State legislation. Litigation practice included property, environmental, contract and employment issues.
- Chief Counsel: Office of the Governor (2002-2005); represented the Governor's Office in all legal matters including litigation before the New Mexico Supreme Court, government affairs, managing litigation, legislative analysis and pardon process. Negotiated with State legislators on public policy matters.
- Associate Attorney: Beall & Biehler, Attorneys at Law (2001-2002); litigation and appellate practice included commercial, government, employment, property and civil rights issues. Negotiated commercial transactions and served as liaison with state, local and federal legislative officials to prepare and advocate legislation. Interfaced with government and commercial clients to analyze exposure and develop resolution strategy. Employment negotiation and litigation practice included wrongful termination, harassment, discrimination and wage claims.
- Chief Analyst: New Mexico House of Representatives (2001); Developed legislative agendas as directed by the House Majority Leadership and members.
- Associate Attorney: Herrera, Long & Pound, P.A. (2006-2009); Served as litigation counsel representing the City of Santa Fe, Santa Fe County and NMSIF; Associate University Counsel for New Mexico Highlands University, worked directly with the

CITY OF LAS VEGAS
RESPONSE TO RFP # 2024-05 LEGAL SERVICES
FOR GENERAL COUNSEL TO CLV'S MEMBERS
Page 11
September 12, 2024

University the Board of Regents, President, and senior administrators on education issues.

- Assistant Attorney General: Office of the Attorney General of New Mexico (1994-1996); Litigator of Civil Division and Criminal Prosecutors Division.

Awards or Other Relevant Background:

- **New Mexico Municipal League Attorney's Association**, 2nd Vice President and Executive Board Member 2012
- **Governor Appointments**
 - **NM Domestic Violence Leadership Commission**, Past Member
 - **NM Sports Authority Advisory Board**, Past Member
 - **Governor's Task Force on Ethics Reform**, Past Member
 - **Governor's Task Force on Equity in the Judiciary**, Chair, 2003-2005
 - **New Mexico Lottery Authority**, Board Member, 2002-2003
- **Legislative Appointments**
 - **Judicial Nominating Committee for the 1st Judicial District**, House Speaker's Representative 2010
- **Supreme Court and State Bar Appointments**
 - Fair Judicial Elections Commission, Member 2008 to present
 - Supreme Court Criminal Justice Task Force, Member 2004-2005
 - **State Bar of New Mexico Board of Bar Commissioners**, Past Member 1997-1999
- **United States District Court for the District of New Mexico**, Admitted 1996
- **United States Court of Appeals, 10th Circuit**, Admitted 2002
- **Candidate, New Mexico Attorney General**, 2005-2006
- **Big Brothers/Big Sisters of Northern New Mexico**, Board President 2017-2019; Executive Board Member 2011-2022
- **Big Brothers/Big Sisters of America**, Nationwide Leadership Council 2016-2019
- **St. Michael's High School**, Board of Trustees 2018-present
- **New Mexico Coalition Against Domestic Violence**, Former President, 2008
- **New Mexico Highlands University Presidential Search Committee**, Member, 2006

Recent Presentations:

- **Presenter**, New Mexico Municipal Attorneys Association, 2023 Winter Meeting: Open Meetings Act Compliance.
- **Presenter**, New Mexico School Boards Association, 2024 Board Institute: Understanding Ethics and Transparency.
- **Co-Presenter**, New Mexico School Boards Association, 2023 Leadership Institute: Guns on Campus: Student and Staff Safety.

CITY OF LAS VEGAS
RESPONSE TO REQUEST FOR PROPOSAL FOR
CITY ATTORNEY SERVICES

Page 12

September 12, 2024

- **Attorney Name: TONY F. ORTIZ**

Licensed in New Mexico: 1996, Bar No. 9018

Specific Areas of Legal Practice:

General governmental liability, municipal, and education law, general civil litigation, general personnel issues, school finance, drafting and reviewing ordinances, policies and regulations, governing body issues, interpreting state and federal laws and regulations affecting governmental entities, trial court and administrative practice, and general real estate, contract and tort practice/civil rights, and New Mexico Civil Rights Act and whistleblower liability.

A summary of the attorney's educational background, special training, and awards:

Education:

- University of Michigan Law School, J.D. 1996.
- Stanford University, B.A. Political Science, 1992.
- Overseas study in Madrid, Spain, 1991.

Relevant Work Experience/ Special Training:

- Owner/Partner: Ortiz & Zamora, Attorneys at Law, LLC, (2015-Present); representation of school districts and public entities.
- Owner/Attorney: Tony F. Ortiz, Attorney at Law, LLC, (2013-2015); representation of school districts and public entities.
- Of Counsel: Scheuer, Yost & Patterson, P.C. (2006-2013); direct representation of school districts and lead counsel in multiple lawsuits involving civil rights, property and tort matters.
- Partner: Castille & Ortiz, LLC, (2002-2006); in charge of direct services for the majority of the firm's school district clients and lead counsel in multiple lawsuits involving various litigation topics.
- Associate: Castille & Ortiz, LLC, (2000-2002); Handling all phases of school district representation.
- Associate: Simons, Cuddy & Friedman (1998-2000).
- Supreme Court Judicial Law Clerk (1996-98): New Mexico Supreme Court, Chambers of Chief Justice Joseph F. Baca.
- Government Policy Fellow: Congressional Hispanic Caucus (1992-93). Washington, D.C. Paid policy position with the U.S. Department of Justice.
- Graduate: National Institute of Trial Advocacy, Albuquerque, NM (2001).
- National Institute on Educating Individuals with Disabilities (2000, 2005, 2008).

Awards or Other Relevant Background:

CITY OF LAS VEGAS
RESPONSE TO RFP # 2024-05 LEGAL SERVICES
FOR GENERAL COUNSEL TO CLV'S MEMBERS

Page 13
September 12, 2024

- Awarded the prestigious "AV" Martindale-Hubbell rating, which is the highest peer rating for legal knowledge and ethical standards. The AV rating is obtained by less than 10% of attorneys nationwide. (2012 to present)
- Defense Lawyers Association; New Mexico Board of Directors (2011 - 2013).
- Associations: Education Law Association, Council of School Board Attorneys, Education Law Association,
- Bar Associations: New Mexico Bar Association, Hispanic Bar Association. Mr. Ortiz is admitted to practice in all state and federal courts, including the Tenth Circuit Court of Appeals and the U.S. Supreme Court.
- Other litigation clients: New Mexico Municipal League; Northern New Mexico College, New Mexico School for the Blind and Visually Impaired.
- Annual presenter for New Mexico School Board Association, 1998-present; Special education, board authority, administrator issues, student discipline, personnel evaluation and discipline, and EEO issues for governmental entities across New Mexico.
- Annual presenter for Southern New Mexico Educational Resource Conference, 2001-present.

- **Attorney Name: JESSICA R. TERRAZAS, OF COUNSEL AND SUB-CONTACTOR**

Licensed in New Mexico: 2011, State Bar No. 142996

Specific Areas of Legal Practice:

General, governmental liability, municipal, and education law, governing body governance and structure, general civil litigation, governmental entity liability and risk, real estate transactions and litigation, labor relations and employment law, tort practice/civil rights, open government and ethics, administrative practice including Equal Employment Opportunity Commission, and New Mexico Human Rights Commission.

A summary of the attorney's educational background, special training, and awards:

Education:

- **University of New Mexico School of Law**
J.D., May 2011
Honors: Dean's Award for Outstanding Contribution to UNM School of Law, UNM Aguilar Scholarship for Trial Advocacy
- **American University, Washington College of Law Summer Law Program, Chile**
- **University of Massachusetts, Amherst, B.A., Political Science**

CITY OF LAS VEGAS
RESPONSE TO REQUEST FOR PROPOSAL FOR
CITY ATTORNEY SERVICES

Page 14

September 12, 2024

Experience

- **Honors**
“Rising Star” in the 2016 and 2017 editions of Southwest Super Lawyers, Personal Injury- Medical Malpractice: Defense
- **Publications**
Co-editor of New Mexico Section of the Tort Law Desk Reference
- **Ortiz & Zamora, Of Counsel and Subcontractor**
August 2017 – Present
General counsel and litigator focusing practice on municipal defense and school board representation. Extensive experience in transactional work and procedural and dispositive motions practice, taking and defending depositions, and preparing for trial.
- **Rodey Law Firm, Litigation Department, Health Law Section, Associate**
September 2012- August 2017
Extensive experience in procedural and dispositive motions practice, taking and defending depositions, meeting with new clients, settling insurance claims, and preparing for trial.
- **Honorable Edward L. Chavez, Supreme Court of New Mexico, Judicial Law Clerk**
September 2011-August 2012
Everyday work involves reading petitions including writs of certiorari, superintending control, and mandamus; researching relevant case law; and drafting both internal memos and opinions for publication. Other responsibilities include preparing Justice Chavez for oral arguments and attending oral arguments.
- **Sixth Judicial District Court, Silver City, Judicial Extern**
May 2010-July 2010
Read and researched relevant case law, drafted internal memos and orders, and attended hearings
- **Professional Memberships and Activities**
American Bar Association
State Bar of New Mexico
New Mexico Hispanic Bar Association, President
New Mexico Center on Law and Poverty, Board member

- **Attorney Name: MEAGAN R. MUÑOZ, ASSOCIATE**

Licensed in New Mexico: 2021 State Bar No.: 154539

Specific Areas of Legal Practice: General education law, special education law, student discipline, general civil litigation including tort litigation, contract law, construction law, employment law, tort practice/civil rights, and legal malpractice.

CITY OF LAS VEGAS
RESPONSE TO RFP # 2024-05 LEGAL SERVICES
FOR GENERAL COUNSEL TO CLV'S MEMBERS
Page 15
September 12, 2024

A summary of the attorney's educational background, special training, and awards:

Education

- **New Mexico Highlands University** Las Vegas, NM
Master of Educational Leadership, expected December 2023
Honors: Ben Lujan Leadership and Public Policy Fellow
University of New Mexico School of Law Albuquerque, NM
Juris Doctorate, May 2020
Honors: Child and Family Justice Scholar, Marshall-Brennan Fellow, Jaramillo Summer Clerk, Member of the Mexican American Law Student Association
- **University of New Mexico** Albuquerque, NM
Bachelor of Arts in Psychology, Minor in Sociology, December 2011
- **New Mexico Junior College** Hobbs, NM
Alternative License Program for K-8 Instruction, December 2013
Associate of Arts & Sciences, June 2008

Professional Experience

- **National Education Association of New Mexico, Center for Community Schools** *Education Consultant*, March 2021 – August 2021, Santa Fe, NM
 - Support development and strategic planning for Center, including budget, contracts, grant writing, and project organization.
 - Research areas of education including policy, national mental health initiatives, federal and state funding, legislative history, and various legal topics.
 - Mentor in Education Justice Fellowship, supporting fellows with project ideas and guidance for community organizing and policy through one-on-one meetings.
 - Lobby for community schools to support New Mexico Community Schools Coalition by attending interim legislative meetings and regular Coalition meetings, providing legislative mapping.
- **Legislative Education Study Committee**
Legislative Intern, August 2019 – December 2019, Santa Fe, NM
 - Research areas of education that include restorative justice and educator workforce retention in New Mexico for comparison to other state's initiatives.
 - Compile data for analysis and evaluate areas of teacher recruitment, school discipline, finance, background checks and licensure, under the Public School Code for New Mexico.
- **New Mexico Public Education Department – Office of the General Counsel**
Intern, Summer 2019, Santa Fe, NM
 - Research education initiatives by the Department to compile data for evaluation of contracts.
 - Analyze documentation for licensure prosecution and memorandums of understanding between government agencies.

CITY OF LAS VEGAS
RESPONSE TO REQUEST FOR PROPOSAL FOR
CITY ATTORNEY SERVICES

Page 16

September 12, 2024

- **Law Offices of the Public Defender – Juvenile Division**

Law Clerk, January 2019-May 2019, Albuquerque, NM

- Work directly with clients to determine goals under the supervision of an attorney.
- Research, brainstorm, and assist with trial prep and delinquency issues.
- Observe delinquency system through criminal litigation process under the NM Children’s Code.

- **Sheehan & Sheehan, P.A.**

Law

Clerk, May 2018 – December 2018, Albuquerque, NM

- Research areas of law including construction, employment, legal malpractice, contract and tort.
- Draft and edit memos, complaints, motions, and other trial preparation documents.

- **Hobbs Municipal Schools**

4th Grade Teacher, Sanger Elementary, August 2013-May 2014, Hobbs, NM

Girls’ P.E. Teacher, Heizer Middle School, August 2014-May 2017, Hobbs, NM

Athletics Coach, Heizer Middle School, August 2014-May 2017, Hobbs, NM

- Executed both elementary and secondary common core curriculum and assessment for 4th grade instruction and Physical Education instruction.
- Planned and implemented appropriate lessons to promote students’ growth by differentiating instruction for diverse learners.
- Organized and managed Girls’ Athletics Program.
- Served as Head Coach for Volleyball and Basketball programs and Assistant Track Coach.

- **Professional Memberships and Activities**

New Mexico Hispanic Bar Association

National Hispanic Bar Association

State Bar of New Mexico

UNM Young Alumni Board of Directors

- **Attorney Name:** ALBERT J. LAMA, OF COUNSEL

Licensed in New Mexico: 1988 **State Bar No.:** 5646

Specific Areas of Legal Practice: General civil law practice experience totaling 34 years. Experience in state defensive litigation, government affairs, law enforcement training and professional standards, administrative law, personnel issues including discipline and hearing process, drafting and reviewing board administrative actions and regulations, interpreting state and federal laws and regulations affecting governmental entities, trial court and administrative practice including the New Mexico Department of Labor, contract preparation and review, procurement and open government compliance.

A summary of the attorney’s educational background, special training, and awards:

CITY OF LAS VEGAS
RESPONSE TO RFP # 2024-05 LEGAL SERVICES
FOR GENERAL COUNSEL TO CLV'S MEMBERS

Page 17

September 12, 2024

Education:

- Creighton University School of Law; Omaha, NE, Juris Doctor, May 1988
- University of Arizona, Tucson, Arizona; BA, English and Political Science, May 1985

Special Training

- National Institute for Trial Advocacy Certificate, University of New Mexico. 1993
- Legal Counsel and Special Assistant Attorney General: New Mexico Department of Public Safety (October 1988- December 1990); in-house legal counsel for New Mexico's largest law enforcement agency. Advised the Department on all legal matters including personnel matters, law enforcement standards and training, Indian law, civil asset forfeiture proceedings, administrative rulemaking, open government, elections, and litigation.
- Assistant Attorney General, Civil Division, NM Office of Attorney General. (December 1990-December 1998) Represented state agency clients, elected, and appointed state officials and constitutional officers during an eight-year tenure as an Assistant Attorney General for the State of New Mexico. Major clients included the NM Secretary of State, the NM Department of Labor, the Museum of New Mexico/Board of Regents, NM State Auditor, and the NM State Personnel Board.
- Director, Civil Division, New Mexico Office of Attorney General. Oversaw the provision of civil legal services provided by the Civil Division of the office, consisting of 14 attorneys and 4 support staff personnel. Served as the Attorney General designee on the NM Law Enforcement Academy and the NM State records and Archives Commission.
- Chief Hearing Officer, NM Department of Taxation and Revenue (May 24- June 2007) Managed the administrative hearing program for the State Taxation and Revenue Dept on behalf of the Cabinet Secretary to the Department. Oversaw the expansion of programming statewide, with the opening of regional locations in Las Cruces and the expansion of staffing in Albuquerque, New Mexico during my tenure. Conducted administrative hearings for the Nm Motor Vehicle Division and all tax divisions.
- Chief Deputy Attorney General, NM Office of Attorney General (June 2007-June 2014) Served as first Assistant and advisor to Attorney General Gary King during his two terms as NM Attorney General. Represented the office and its clients as a manager and as contributor in all legal services provided including litigation before New Mexico courts.
- Chief of Staff and Deputy Executive Director, The National Association of Attorneys General, Washington D.C. (June 2014-May 2023). Served as Chief of Staff and later Deputy Executive Director for the National Association of Attorneys General, (NAAG) a non-profit organization that serves the resource and training needs for the 56 State and Territorial Attorney General offices in the United States. Developed and presented legal training before a state and national audience. Created programming for NAAG's Center for Leadership Development, a center committed to enhancing the management and leadership skills of public employees.

CITY OF LAS VEGAS
RESPONSE TO REQUEST FOR PROPOSAL FOR
CITY ATTORNEY SERVICES

Page 18

September 12, 2024

Awards or Other Relevant Background:

- NM Public Lawyer of the Year, May 2014
- Member, Judicial Standards Commission, State Bar appointee to a 4-year term, 2009-2013
- United States District Court for the District of New Mexico, Admitted 1989
- NM Bar Admission, October 5, 1988

- **Attorney Name: MICHAEL R. JONES, SENIOR ASSOCIATE**

Licensed in New Mexico: 1996 State Bar No.: 8984

Specific Areas of Legal Practice: General civil litigation, education law, special education law, student discipline, general civil litigation including tort litigation, contract law, administrative law, construction law, real estate law, will and trusts, employment law, tort practice/civil rights, and legal malpractice. In addition, a history criminal defense work which has greatly assisted in our litigation defending corrections agencies.

A summary of the attorney's educational background, special training, and awards:

Education

- **The University of Toledo College of Law, Toledo, Ohio.**
Juris Doctor, May 1996.
Admitted to the New Mexico Bar, October 1996.
Admitted to the Ohio Bar, May 1997.
- **Miami University, Oxford, Ohio.**
Bachelor of Arts in Political Science. August 1993.

Professional Experience:

- **Ortiz & Zamora, Attorneys at Law, LLC**
Senior Associate - January 2024 to present.
Practice includes civil litigation with a focus on civil defense and criminal defense.
- **Clark, Jones & Ruyle**
Partner - April 2005 to January 2024
Practice includes criminal defense, civil litigation, contracts, and domestic relations.
- **Huffaker & Conway, P.C.**
Civil Attorney - April 2003 to November 2004.
Performed legal research and writing, client interaction and case preparation for cases involving commercial litigation, contract disputes, election law and business law.
- **Committee Analyst for the New Mexico Senate's Conservation and Judiciary Committees**

CITY OF LAS VEGAS
RESPONSE TO RFP # 2024-05 LEGAL SERVICES
FOR GENERAL COUNSEL TO CLV'S MEMBERS

Page 19
September 12, 2024

Legislative Analyst - During the 1998, 1999 and 2004, 2005 & 2006 Legislative Sessions. Researched and prepared reports on the bills that would be reviewed by the Conservation Committee in 1998 and the Judiciary Committee in 1999 and 2004.

- **Senate Majority Pool Analysts**

Chief Analyst - During the 2005 and 2006 Sessions I was the. I supervised a staff of approximately twelve analysts and supervised the preparation of daily analyses of the bills appearing before the Senate.

- **Huffaker & Conway, Attorneys at Law, LLC**

Associate - April 2003 to November 2004
Assisted with civil litigation and administrative matters.

- **Attorney General's Office**

Assistant Attorney General - November 2002 to April 2003.
Handled cases in the civil litigation division. Prosecuted administrative revocations of professional licensees.

- **First Judicial District Attorney's Office**

Senior Trial Prosecutor - April 1999 to October 2002
Began prosecuting adult misdemeanor DWI and domestic abuse offenses Progressed to felony prosecutions including homicide and rape cases. Sole prosecutor of offenses against children and was the liason with law enforcement, Children Youth and Family personnel, and various non-profit child welfare agencies for fourteen months.

- **Eleventh Judicial District Attorney's Office**

Assistant District Attorney - April 1998 to April 1999.
Prosecuted juvenile offenses and adult misdemeanors.

- **Honorable Justice Patricio M. Serna, New Mexico Supreme Court**

Law Clerk: - January to December 1997.
Researched, analyzed and wrote legal memoranda.

Law School Experience

- Law Clerk Intern for Judge Peter Handwork, Ohio Court of Appeals, Toledo, Ohio
- Participant in Prosecutors Clinic, practiced as a prosecutor in Napoleon, Ohio.
- Worked in the Napoleon City Attorney's office as an intern.
- Intern for Toledo Legal Aid.

Community Involvement

- President Fairway Village Homeowner's Association
2013 to 2018.
- Cub Scout Den Leader and Assistant Scoutmaster for Pack 53 and Pack 57 and Troop 57
2018 until present.

CITY OF LAS VEGAS
RESPONSE TO REQUEST FOR PROPOSAL FOR
CITY ATTORNEY SERVICES

Page 20

September 12, 2024

SUPPORT/PARALEGAL: Nadine Mondragon-Stenberg

Nadine Mondragon-Stenberg, the paralegal from Mr. Ortiz's previous law firm, now provides litigation and administrative law support in the new firm. Ms. Mondragon-Stenberg is knowledgeable about all levels of the litigation process in state and federal courts from drafting pleadings to managing discovery. A paralegal for over 30 years, Ms. Mondragon-Stenberg provides a vital service by ensuring that all clients' concerns are promptly addressed by the firm.

SUPPORT/PARALEGAL: Kathryn M. Martinez

Ms. Martinez provides litigation and administrative law support in the firm, and is knowledgeable about all levels of the litigation process in state and federal courts from drafting pleadings to managing discovery. A certified paralegal for over 16 years, Ms. Martinez also provides a vital service by ensuring that all clients' concerns are promptly addressed by the firm.

TAB 4 – REFERENCES

Offeror's References Form is attached, at Tab 4.

OFFEROR'S REFERENCE FORM

All references must be from customers for whom your company has completed work similar to the specifications of this bid. Attach additional page if necessary.

References for: (Company Name)

1. Company: Roswell Independent School District
Street Address: 300 North Kentucky Ave.
City, State & Zip: Roswell, NM 88201
Contact Person Name Brian Luck, Superintendent
Phone (575) 627-2500 FAX _____ Email bluck@risd.k12.nm.us
Describe Scope of Work and dates of project/service:
General education counsel services including collective bargaining and labor relations, employment, policy, real property, litigation, special education, and open government. Service since September 2013 to present.
2. Company: Santa Fe Public School District
Street Address: 610 Alta Vista
City, State & Zip: Santa Fe, NM 87505
Contact Person Name Hilario Chavez, Superintendent
Phone (505) 467-2003 FAX _____ Email hlchavez@sfps.k12.nm.us
Describe Scope of Work and dates of project/service:
General education counsel services including collective bargaining and labor relations, employment, policy, real property, litigation, special education, and open government. Service since September 2013 to present.
3. Company: West Las Vegas Public School District
Street Address: 179 Bridge Street
City, State & Zip: Las Vegas, NM 87701
Contact Person Name Christopher Gutierrez, Superintendent
Phone (505) 426-2311 FAX _____ Email christopher.gutierrez@wlvs.org
Describe Scope of Work and dates of project/service:
General education counsel services including collective bargaining and labor relations, employment, policy, real property, litigation, special education, and open government. Service since March 2016 to present.

CITY OF LAS VEGAS
RESPONSE TO RFP # 2024-05 LEGAL SERVICES
FOR GENERAL COUNSEL TO CLV'S MEMBERS
Page 21
September 12, 2024

**TAB 5 – METHODOLOGY AND APPROACH TO PROVIDING
LEGAL SERVICES TO THE CITY OF LAS VEGAS**

SCOPE OF SERVICES PROVIDED

➤ **Open Government, Transparency, and Effective Governance**

- Legal evaluation of, advice for, and training for compliance with the Open Meetings Act, Inspection of Public Records Act, Governmental Conduct Act, and the Municipal Code.

As attorneys to a variety of state and local public bodies, Ortiz & Zamora Law Firm regularly updates clients regarding state and federal statutes and regulations affecting all the operations such as:

➤ **New Mexico Laws and Regulations:**

- Municipal Code
- Procurement Code
- Election Code
- Inspection of Public Records Act
- Open Meetings Act
- Governmental Conduct Act
- Audit Act
- Civil Rights Act
- Whistleblower Protection Act
- Human Rights Act
- Public Employees Bargaining Act

➤ **Federal Laws and Regulations:**

- Fair Labor Standards Act
- Family and Medical Leave Act
- Title VII
- Section 1983
- Americans with Disabilities Act

Training

Both Mr. Zamora, Mr. Ortiz, and all attorneys in the Law Firm regularly train elected officials and staff around the state for compliance with anti-discrimination laws, whistleblower protection laws, state and federal civil rights laws, and the New Mexico Open Meetings Act, the Inspection of Public Records Act, the New Mexico Audit Act and the New Mexico Governmental Conduct Act. This type of updating and training is a core part of all of our attorneys' role in representing our general counsel governmental clients.

CITY OF LAS VEGAS
RESPONSE TO REQUEST FOR PROPOSAL FOR
CITY ATTORNEY SERVICES

Page 22

September 12, 2024

EFFICIENT AND COST-EFFECTIVE LEGAL SERVICES

With six attorneys steeped in legal experience representing municipalities and governmental entities, Ortiz & Zamora Law Firm is able to prioritize CLV and the workload of each of our clients. One of our attorneys is able to immediately respond to CLV and address emergent issues if needed by CLV.

In addition, our Law Firm offers special services and a unique structure that make the firm a good choice for CLV's legal services.

A. **PERSONAL SERVICE AND ACCESS.** First, Ortiz & Zamora Law Firm offers personal access that is second to none. Unlike the large firms, we offer after-hours access that the larger firms do not give—many municipal executives and appointees have cell phone numbers for their assigned law partners and attorneys. Said simply, if CLV member leadership needs an emergency handled on a Sunday or late in the evening, CLV will have our personal cell numbers. With large firms, often no one takes ownership of the problems that occur after hours, and certainly no one takes responsibility for getting back to a governmental entity over the weekend. Our Law Firm offers a practice model that guarantees clients the kind of personal service and access that others do not. This accessibility is one of the reasons that several large governmental entities keep our Law Firm for litigation and general counsel services even when the big firms come calling.

B. **SIMPLICITY IN PRICING.** At Ortiz & Zamora Law Firm, we pride ourselves on not “nickel and diming” clients to death. Unlike other firms, this firm does not charge its clients anything for *daily copying*. When the firm conducts *on-line research*, the firm will not pass those Westlaw costs on to the client. Also unlike other firms, this firm does not charge clients for *long distance phone call costs*. On a yearly basis, these can be fees that other firms use to generate thousands of dollars of costs in their bills to a client. This law firm simply considers such costs a part of doing business which are covered by the hourly fee. That is another factor that brings governmental clients to our Law Firm. Our firm will follow CLV billing guidelines.

C. **RESOURCES.** Over our collective 120+ years of practice, our attorneys have collected a substantial body of research on governmental client topics. Generally, this means that our Law Firm almost always has materials that are helpful in responding promptly to client needs --- and often without the need to start from scratch. Plus, with our substantial years of municipal practice, chances are that we have seen the issue before and know the legal and practical solutions.

D. **TRAINING.** At Ortiz & Zamora Law Firm, our attorneys directly provide in-service training on matters as requested by the client which include the entire range of governmental operation-related topics. Also, our attorneys conduct board retreats for governing bodies and/or staff, providing both administrator training and governing body assistance in establishing its norms for operation. In addition, Ortiz & Zamora Law Firm maintains all of its recent presentations for review by its governmental clients.

TAB 6 – FEE PROPOSAL

Ortiz & Zamora will be charging the City of Las Vegas at the hourly rates listed in the attached Fee Schedule, attached at Tab 6.

TAB 7 – RESIDENT CERTIFICATE/VETERAN PREFERENCES

A copy of the Resident Business Certificate is attached at Tab 7.

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT BUSINESS CERTIFICATE

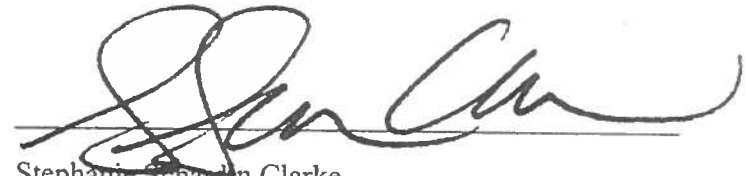
Issued to: **ORTIZ & ZAMORA, ATTORNEYS AT LAW,
LLC**

DBA: **ORTIZ & ZAMORA, ATTORNEYS AT LAW,
LLC
530 HARKLE RD STE B
SANTA FE, NM 87505-4739**

Expires: **13-Jun-2027**

Certificate Number:

L1555554672



Stephanie Schardin Clarke
Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

Ortiz & Zamora, Attorneys at Law, LLC

FEEES AND COSTS FOR LEGAL SERVICES

Effective: 2024-2025

CITY OF LAS VEGAS

1. Attorneys' Hourly Rates.

Tony F. Ortiz	\$240/hr
Geno Zamora	240/hr
Of Counsel / Senior Associate Attorney	240/hr
Associate Attorney	195/hr
Sub-Contracted Attorney	240/hr
Law Clerk	125/hr

All rates are billed in 0.1 hour increments. Rates listed above do not include New Mexico gross receipts tax.

2. Paralegals. \$120.00 per hour billed in 0.1 hour increments, plus applicable gross receipts tax.

3. Private Investigators. \$100.00 per hour billed in 0.1 hour increments, plus applicable gross receipts tax.

4. Expenses. Expenses charged, in addition to attorney, paralegal, and investigator time, exclusive of gross receipts tax, are as follows:

a)	Travel Expenses (meals and lodging)	Actual Cost
b)	In House Photocopies	No Charge
	(outside copying charges)	Actual Cost
c)	Mileage	DFA Rate
d)	Long Distance Telephone Calls	No Charge
e)	Air Travel	Actual Cost
	(only when pre-approved)	
f)	Facsimile Transmission Charges	No Charge
g)	New Mexico Gross Receipts Tax	Current Santa Fe County Rate
h)	Computer Research Expense (Westlaw or Lexis)	No Charge
i)	Per Diem	Not Applicable
j)	Depositions - Originals, Copies	Actual Cost
k)	Other Expenses (e.g., expert witness fees, service of process, filing fees, charges, witness fees, etc.)	Actual Cost
l)	Travel Time Expended by Attorney	Normal Hourly Rate
m)	Telephone Consultations	Normal Hourly Rate
n)	Court Appearances	Normal Hourly Rate

SCORING MATRIX
RFP # 2025-06 Re-Bid City Attorney Services

	Ortiz & Zamora Attorneys at Law LLC	Vendor	Vendor	Vendor	Vendor
1. Qualifications Experience of the Firm. 20 points	<u>Evaluator #1---20</u> <u>Evaluator #2---20</u> <u>Evaluator #3---20</u> <u>Evaluator #4---20</u> <u>Evaluator #5---20</u>	<u>Evaluator #1---</u> <u>Evaluator #2---</u> <u>Evaluator #3---</u> <u>Evaluator #4---</u> <u>Evaluator #5---</u>	<u>Evaluator #1--</u> <u>Evaluator #2--</u> <u>Evaluator #3--</u> <u>Evaluator #4--</u> <u>Evaluator #5--</u>	<u>Evaluator #1---</u> <u>Evaluator #2---</u> <u>Evaluator #3---</u> <u>Evaluator #4---</u> <u>Evaluator #5---</u>	<u>Evaluator #1---</u> <u>Evaluator #2---</u> <u>Evaluator #3---</u> <u>Evaluator #4---</u> <u>Evaluator #5---</u>
2. Qualifications Experience of the Proposed Staff 20 points	<u>Evaluator #1---15</u> <u>Evaluator #2---18</u> <u>Evaluator #3---15</u> <u>Evaluator #4---20</u> <u>Evaluator #5---20</u>	<u>Evaluator #1---</u> <u>Evaluator #2---</u> <u>Evaluator #3---</u> <u>Evaluator #4---</u> <u>Evaluator #5---</u>	<u>Evaluator #1--</u> <u>Evaluator #2--</u> <u>Evaluator #3--</u> <u>Evaluator #4--</u> <u>Evaluator #5--</u>	<u>Evaluator #1---</u> <u>Evaluator #2---</u> <u>Evaluator #3---</u> <u>Evaluator #4---</u> <u>Evaluator #5---</u>	<u>Evaluator #1---</u> <u>Evaluator #2---</u> <u>Evaluator #3---</u> <u>Evaluator #4---</u> <u>Evaluator #5---</u>
3. References 20 Points	<u>Evaluator #1---20</u> <u>Evaluator #2---20</u> <u>Evaluator #3---20</u> <u>Evaluator #4---15</u> <u>Evaluator #5---15</u>	<u>Evaluator #1---</u> <u>Evaluator #2---</u> <u>Evaluator #3---</u> <u>Evaluator #4---</u> <u>Evaluator #5---</u>	<u>Evaluator #1--</u> <u>Evaluator #2--</u> <u>Evaluator #3--</u> <u>Evaluator #4--</u> <u>Evaluator #5--</u>	<u>Evaluator #1---</u> <u>Evaluator #2---</u> <u>Evaluator #3---</u> <u>Evaluator #4---</u> <u>Evaluator #5---</u>	<u>Evaluator #1---</u> <u>Evaluator #2---</u> <u>Evaluator #3---</u> <u>Evaluator #4---</u> <u>Evaluator #5---</u>
4. Methodology and Approach to provide Legal Services 20 Points	<u>Evaluator #1---20</u> <u>Evaluator #2---20</u> <u>Evaluator #3---20</u> <u>Evaluator #4---20</u> <u>Evaluator #5---20</u>	<u>Evaluator #1--</u> <u>Evaluator #2--</u> <u>Evaluator #3--</u> <u>Evaluator #4--</u> <u>Evaluator #5--</u>	<u>Evaluator #1--</u> <u>Evaluator #2--</u> <u>Evaluator #3--</u> <u>Evaluator #4--</u> <u>Evaluator #5--</u>	<u>Evaluator #1---</u> <u>Evaluator #2--</u> <u>Evaluator #3---</u> <u>Evaluator #4---</u> <u>Evaluator #5---</u>	<u>Evaluator #1---</u> <u>Evaluator #2---</u> <u>Evaluator #3---</u> <u>Evaluator #4---</u> <u>Evaluator #5---</u>
5. Fee Proposal 20 Points	<u>Evaluator #1--17</u> <u>Evaluator #2--18</u> <u>Evaluator #3--18</u> <u>Evaluator #4--15</u> <u>Evaluator #5-15</u>	<u>Evaluator #1--</u> <u>Evaluator #2--</u> <u>Evaluator #3--</u> <u>Evaluator #4--</u> <u>Evaluator #5-</u>	<u>Evaluator #1--</u> <u>Evaluator #2--</u> <u>Evaluator #3--</u> <u>Evaluator #4--</u> <u>Evaluator #5-</u>	<u>Evaluator #1--</u> <u>Evaluator #2--</u> <u>Evaluator #3--</u> <u>Evaluator #4--</u> <u>Evaluator #5-</u>	<u>Evaluator #1--</u> <u>Evaluator #2--</u> <u>Evaluator #3--</u> <u>Evaluator #4--</u> <u>Evaluator #5-</u>
6. Resident/ Veterans 10 Points	<u>Evaluator #1---5</u> <u>Evaluator #2---5</u> <u>Evaluator #3---5</u> <u>Evaluator #4---5</u> <u>Evaluator #5---5</u>	<u>Evaluator #1--</u> <u>Evaluator #2--</u> <u>Evaluator #3--</u> <u>Evaluator #4--</u> <u>Evaluator #5--</u>	<u>Evaluator #1--</u> <u>Evaluator #2--</u> <u>Evaluator #3--</u> <u>Evaluator #4--</u> <u>Evaluator #5--</u>	<u>Evaluator #1---</u> <u>Evaluator #2---</u> <u>Evaluator #3---</u> <u>Evaluator #4---</u> <u>Evaluator #5---</u>	<u>Evaluator #1---</u> <u>Evaluator #2---</u> <u>Evaluator #3---</u> <u>Evaluator #4---</u> <u>Evaluator #5---</u>
Totals	<u>Evaluator #1---97</u> <u>Evaluator #2---101</u> <u>Evaluator #3--98</u> <u>Evaluator #4--95</u> <u>Evaluator #5---95</u>	<u>Evaluator #1--</u> <u>Evaluator #2--</u> <u>Evaluator #3--</u> <u>Evaluator #4--</u> <u>Evaluator #5--</u>	<u>Evaluator #1--</u> <u>Evaluator #2--</u> <u>Evaluator #3--</u> <u>Evaluator #4--</u> <u>Evaluator #5--</u>	<u>Evaluator #1---</u> <u>Evaluator #2---</u> <u>Evaluator #3---</u> <u>Evaluator #4---</u> <u>Evaluator #5---</u>	<u>Evaluator #1---</u> <u>Evaluator #2---</u> <u>Evaluator #3---</u> <u>Evaluator #4---</u> <u>Evaluator #5---</u>
	<u>97.2%</u>				

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF LAS VEGAS AND ORTIZ & ZAMORA ATTORNEYS AT LAW, LLC**

This Professional Services Agreement (“Agreement”) is hereby made and entered into by and between the City of Las Vegas, a New Mexico home-rule municipality (“City”), of 1700 North Grand Ave. Las Vegas, New Mexico, 87701, and Ortiz & Zamora Attorneys at Law LLC (“Contractor”), of 530 Harkle Road, Suite B Santa Fe, NM 87505 on this _____ day of October 2024 (“Effective Date”). Throughout this Agreement, either of the aforementioned parties may be referred to as “Party” or both of the aforementioned parties may be referred to collectively as “Parties.”

RECITALS

WHEREAS, the City desires to hire Contractor to perform those certain services as described in the Scope of Services portion of this Agreement; and

WHEREAS, the Contractor desires to perform the Scope of Services as detailed in this Agreement pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and any attachments or exhibits to this Agreement, which are incorporated herein by reference, and the covenants and agreements set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor and the City agree as follows:

1. SCOPE OF WORK

The Contractor shall fully and timely provide all deliverables described herein in strict accordance with the terms, covenants, and conditions of the Contract. The agreement term will be for one year with the option for renewal up to four (4) years. The contract, including renewals and amendments thereof, may not exceed a total duration of four (4) years. The contract will begin upon final approval by the City Manager.

The Duties of the offeror shall include, but not be limited to the following services and requirements;

1. Attorney licensed to practice and in good standing with the State of New Mexico
2. Specializes in Local Government Law, Governmental Ethics and Public Administration
3. Provide legal advice and consultation to the Governing Body, City Manager, and all other City Departments
4. Administrative Matters and Proceedings
5. Providing legal advice and interpretation regarding the City Charter.
6. City Code of Ordinances issues

7. Code Enforcement
8. Planning and Zoning
9. Municipal Leases and Agreements
10. Contract Law and Sunshine Law Matters
11. Federal, State and City of Las Vegas Ethics Laws
12. Experience in Employment Law & Human Resource Law Issues
13. Experience in Labor Relations Issues
14. Public Records and the Inspection of Public Records Act (IPRA)
15. Litigation in State and Federal Court
16. Municipal, Magistrate and District Court Matters
17. Drafting and Reviewing City Ordinances, Resolutions, Charter Amendments, and any other legal documents affecting the interest of the City.
18. Review of City of Las Vegas Policies
19. Attend All City Council Meetings (as needed)
20. Review All Agenda Items for Council Meetings
21. Provide Legal Consultation on City Insurance Matters
22. Prosecute and Defend the City as to all Civil Complaints, Lawsuits, and Tort Claims
23. Review all invitations to Bid, Request for Proposals, Request for Qualifications, and all other procurement documents.
24. Provide Periodic Status Reports as Requested by the Governing Body and the City Manager
25. Represent the City as its attorney in all minor Court proceedings.
26. Legal services provided to unauthorized employees or the public and not authorized will not be considered nor will the City pay for such.

2. COMPENSATION: Regular Services. Regular services to be provided under the terms of this Agreement by the Contractor shall include all those necessary to perform tasks assigned and described within the “Scope of Services” in Paragraph 1 above.

A. Compensation. Please refer to **Attachment “A”** entitled Rate Schedule

B. Time Records. Contractor shall provide to the City regular invoices detailing: (i) the amount of time spent, (ii) the service(s) provided by Contractor, and (iii) which Contractor employee provided the service(s).

C. Payment. Payment to Contractor shall be made by the City on a monthly basis upon receipt of Contractor’s invoices.

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

3. TERM OF AGREEMENT: The term of this Agreement shall commence on the Effective Date, and may be terminated by either Party upon a 15 day written notice to the other Party, and if not terminated by written notice, then this Agreement shall terminate at the close of the business day on the 1 year anniversary of the Effective Date. The initial term may be extended from year to year through addendum for a maximum of 4 years unless the Agreement is terminated at any time with a 15 day written notice to the other Party. Any changes in fees under this Agreement must be in writing and signed by both Parties. Termination upon 15 day notice shall not nullify obligations or liabilities for performance or failure to perform by either Party incurred prior to the date of termination.

4. BENEFITS, TAXES: The Contractor does not qualify for any City benefits, including without limitation, vacation, over time, sick leave or retirement. Contractor acknowledges that he, and he alone, shall be liable for and shall pay to the New Mexico Taxation and Revenue Department the applicable gross receipts taxes on all monies paid to Contractor under this Agreement and the City shall have no liability for payment of such tax. Contractor also acknowledges that it, and it alone, shall be liable to the State or Federal Governments and/ or their agencies for corporate, income and self-employment taxes required by the law and that the City shall have no liability for payment of such taxes or amounts.

5. TERMINATION OF CONTRACT: Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City to terminate the Contractor at its discretion, with 15 days written notice. Nothing in the Agreement shall prevent, limit, or otherwise interfere with the right of the Contractor to terminate this Agreement, except that the Contractor shall give 15 days written notice of such termination.

6. DUTIES OF CONTRACTOR: The Contractor shall perform duties consistent with those associated, assigned and described within the “Scope of Services” in Paragraph 1 above.

7. PROFESSIONAL STANDARDS: The Contractor agrees to abide by and perform his duties in accordance with all applicable federal, state, and municipal laws, regulations, and ordinances.

8. STATUS OF CONTRACTOR: The Contractor is an independent contractor.

9. CONFLICT OF INTEREST: The Contractor shall abide by and perform its duties in accordance with all applicable federal, state and municipal laws, regulations and ordinances regarding any actual or perceived conflicts of interest.

10. OATH OF CONFIDENTIALITY: The Contractor agrees to maintain all confidences and/or privileged information in a manner consistent with all applicable laws.

11. WORKING FACILITIES: The Contractor may use City offices upon prior written consent of the City.

12. NO AUTHORITY TO BIND CITY: The Contractor shall not have any authority to enter into any contract or arrangement binding upon the City, or to create any obligations on the part of the City, except by prior written consent of the City.

13. WAIVER OF BREACH: The waiver by either Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision of the Agreement.

14. NOTICE: Any notice required to be given under this Agreement shall be deemed sufficient, if in writing, sent by mail to the last known address of the Contractor and the City.

15. SUBJECT TO OTHER DOCUMENTS: This Agreement is subject to the terms and conditions of the Statutes of New Mexico, the City's Charter, Resolutions, Ordinances and Administrative Regulations. All these Statutes, Charter, Resolutions, Ordinances and Administrative Regulations are incorporated by reference into this Agreement.

16. SUBCONTRACTING AND ASSIGNMENT: The Contractor shall not subcontract any portion of the services performed under this Agreement without the express prior written consent of the City. Contractor may not assign any interest in this Agreement, or any portion thereof, without prior written consent of the City.

17. PROFESSIONAL LIABILITY INSURANCE: The Contractor must at all times maintain Professional Liability Insurance. Contractor will provide and maintain its own insurance, to include liability insurance for the work described in this Agreement in amounts acceptable to industry standards so long as this Agreement is in effect. Policies of insurance will be written by companies authorized to write such insurance in New Mexico, and policies of insurance will be on forms properly filed and approved by the Superintendent of Insurance, State of New Mexico. Contractor shall furnish certificates of insurance to the City and shall deliver the certificates to the City Manager, 1700 North Grand Ave. Las Vegas, New Mexico, 87701. If Contractor subcontracts any part of its obligations under this Contract, the Contractor will include any or all such subcontractors on its insurance policies or require such subcontractors to secure the insurance coverage required by the City. Contractor shall not begin any activities in furtherance of this Agreement until the required insurance has been obtained and proper certificates of insurance delivered to the City Manager. Neither approval nor failure by the City to disapprove insurance or certificates of insurance will relieve the Contractor of full responsibility to maintain the required insurance in full force and effect.

18. BINDING EFFECT: This Agreement shall be binding and shall ensure to the benefit of the successors and assigns of the City and the successor and assigns of the Contractor.

19. INDEMNIFICATION: Contractor agrees to indemnify and hold harmless the City, its elected officials, agents and employees from any and all claims, suits and causes of action which may arise from his performance under this Agreement. Contractor further agrees to hold the City harmless from all claims for any injury, damages or death sustained by Contractor, his employees, agents or other representatives while engaged in the performance of this Agreement, including without limitation all third party claims.

20. NEW MEXICO TORT CLAIMS ACT: Any liability incurred by the City in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 41-4-1, et. seq, 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 provisions of the New Mexico Tort Claims Act.

21. 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 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.

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

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

24. MISCELLANEOUS: This Agreement constitutes the entire agreement between the City and Contractor with respect to the subject matter herein, and all prior negotiations, writings, agreement and understandings are merged in and are superseded by this Agreement. No statement, promise or inducement made by the City or Contractor, either written or oral, which is not contained in this Agreement is binding between the City and Contractor. This Agreement shall be governed by the Laws of the State of New Mexico and the Ordinances, resolution, rules and regulations of the City, and the proper venue and jurisdiction for any litigation between the Parties shall be the Fourth Judicial District Court in Las Vegas, New Mexico. Each individual

who signs this Agreement warrants and represents, under penalty of perjury, that he/she has full and complete authority to execute this Agreement on behalf of their respective entity. In the event that any of the terms of this Agreement are found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remainder of this Agreement shall continue in full force and effect. The City Manager shall have the final say as to the meaning of this Agreement, including, but not limited to, whether the deliverables were met or duties were fulfilled. The Contractor and its members or agents understand that they may appeal the decision of the City Manager to the City's Governing Body.

IN WITNESS WHEREOF, the parties named above have duly executed this instrument as of this Effective Date.

CITY OF LAS VEGAS
Approved By:

CONTRACTOR:
Ortiz & Zamora Attorneys at Law LLC

Tim Montgomery, City Manager

Signature

Attest:

Printed Name: _____

Casandra Fresquez, City Clerk

Position: _____

Approved as to legal sufficiency:



Attorney

“ATTACHMENT “A”
Ortiz & Zamora, Attorneys at Law, LLC
Rate Schedule

City of Las Vegas

Opening No. 2025-06

City Attorney Services

FEES AND COSTS FOR LEGAL SERVICES

1. Attorneys' Hourly Rates.

Tony F. Ortiz	\$240/hr
Geno Zamora	\$240/hr
Of Counsel / Senior Associate Attorney	\$240/hr
Associate Attorney	\$195/hr
Sub-Contracted Attorney	\$240/hr
Law Clerk	\$125/hr

All rates are billed in 0.1 hour increments. Rates listed above do not include New Mexico gross receipts tax.

2. Paralegals. \$120.00 per hour billed in 0.1 hour increments, plus applicable gross receipts tax.

3. Private Investigators. \$100.00 per hour billed in 0.1 hour increments, plus applicable gross receipts tax.

4. Expenses. Expenses charged, in addition to attorney, paralegal, and investigator time, exclusive of gross receipts tax, are as follows:

a) Travel Expenses (meals and lodging)	Actual Cost
b) In House Photocopies	No Charge
(outside copying charges)	Actual Cost
c) Mileage	DFA Rate
d) Long Distance Telephone Calls	No Charge
e) Air Travel	Actual Cost
(only when pre-approved)	
t) Facsimile Transmission Charges	No Charge
g) New Mexico Gross Receipts Tax	Current Santa Fe County Rate
h) Computer Research Expense (Westlaw or Lexis)	No Charge
i) Per Diem	Not Applicable
j) Depositions - Originals, Copies	Actual Cost
k) Other Expenses	Actual Cost
(e.g., expert witness fees, service of process, filing fees, charges, witness fees, etc.)	
l) Travel Time Expended by Attorney	Normal Hourly Rate
m) Telephone Consultations	Normal Hourly Rate
n) Court Appearances	Normal Hourly Rate



Approval Form
(Contracts, Lease Agreements, RFP's, MOU's, MOA's, Ordinances, Resolutions)

*Reviewed
Tim Montgomery
Tim Montgomery, City Manager

9/20/24
Date

**(if not signed by City Manager first, this document will not be forwarded to the Attorney for review and approval)*

Date Submitted: September 20, 2024

Department Submitting: Utilities

Submitter: Travis Martinez

Documents to be reviewed: Proposed Contract with Ortiz & Zamora Attorneys at Law LLC for City Attorney Services.

Deadline: **asap**

Submitter Comments: _____

Received by CM - Office Mgr/HR: _____ Date: _____

City Manager / HR Comments: _____

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

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

Changes: *ALC* _____ Date: _____

1 _____ **Attorney Review** 09/24/2024
Date

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

2 _____ **Finance Director** 9-25-24
Date

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

3 _____ **Tim Montgomery, City Manager** 9/25/24
Date

Received by City Clerk's Office
(Only if being placed on the Agenda)

Date: *Tim Montgomery* 9/25/24



**CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM**

Meeting Date: October 9, 2024

Date Submitted: 09/27/24

Department: Utilities

Item/Topic: Award RFP #2025-08 for Water Rights Consulting and Legal Services to the Domenici Law Firm, P.C. for the City of Las Vegas and enter into contract.

Advertised: 08/30/2024: Las Vegas Optic, Albuquerque Journal and City Website

Proposal Opening: 09/12/2024

Number of Proposals: 1 – Domenici Law Firm, P.C.

Fiscal Impact: Paid for through City funding by department as designated.

Attachments: Original proposal, proposal opening sheet, proposals received, scoring matrix, draft contract.

Committee Recommendation: This item will be discussed at the October 8, 2024 Utility Advisory Committee Meeting. Their recommendation will be provided at the council meeting.


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

Approved For Submittal By:



Department Director

Reviewed By:



Finance Director



City Manager

**CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN**

Resolution No. _____
Ordinance No. _____
Contract No. _____
Approved _____

Continued To: _____
Referred To: _____
Denied _____
Other _____

REQUEST FOR PROPOSALS

The City of Las Vegas, New Mexico will open Sealed Proposals at 3:00 pm, 9/12/24, 2024, at 905 12th Street, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

WATER RIGHTS CONSULTING AND LEGAL SERVICES


Proposal Forms and Specifications may be obtained from the following location: City Clerk's office at 905 12th STREET, LAS VEGAS, NM 87701


Mailed proposals should be addressed to the City Clerk, 905 12TH Street, Las Vegas, New Mexico 87701; with the envelope marked WATER RIGHTS CONSULTING AND LEGAL SERVICES Opening No. 2025-08; on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the Offeror to see that their proposal is delivered to the City Clerk by the date and time set for the proposal request. If the mail or delivery of proposal request is delayed beyond the opening date and time, proposal thus delayed will not be considered. Proposals will be reviewed at a later date with possible negotiations to follow.

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

CITY OF LAS VEGAS,


Tim Montgomery, City Manager


Attorney


Casandra Fresquez, City Clerk


Morris Madrid, Finance Director


Dominic Chavez, Purchasing Officer

Opening No. 2025-08

Date Issued 8/30/24

Published: Las Vegas Optic 8/30/24, 2024

Albuquerque Journal 8/30/24, 2024

www.lasvegasnm.gov 8/30/24, 2024

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 _____ }

COUNTY OF _____ }

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

Signature

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

(SEAL)

Notary Public Signature
My Commission Expires: _____

AWARDED PROPOSAL:

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

TIMETABLE:

Proposal pursuant to this request must be received at the City Clerk's Office at 905 12TH Street, Las Vegas, New Mexico, on or before: 9.12.24, 2024, 3:00 pm; at which time all proposal received will be opened. The opening will occur at 905 12th Street Las Vegas NM, 87701 or other designated area at the City Offices. Awarding of proposal is projected for TBD, 2024. 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.

COPIES:

Enclose one (1) original and five (5) copies of Proposal documents. Failure to comply with this requirement may result in the rejection of the submitted Proposal.

LABELS:

Offeror is required to tab pages which include the following: Notarized Affidavit, Signed Campaign Contribution form, Subcontractor list if applicable and total bid amount page.

BRIBERY AND KICK-BACK:

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

RESPONSIBILITY OF OFFEROR:

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

NON-COLLUSION:

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

CLARIFICATION OF PROPOSAL:

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

MODIFICATION OR WITHDRAWAL OF PROPOSAL:

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

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

APPLICATION OF PREFERENCE:

FEDERAL TAX IDENTIFICATION NUMBER:

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

FEDERAL TAX ID NUMBER: _____

SOCIAL SECURITY NUMBER: _____

NEW MEXICO TAX IDENTIFICATION NUMBER:

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

SPECIAL NOTICE:

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

The department involved in the proposal request will evaluate all proposals submitted according to the evaluation criteria indicated in the proposal specifications.

NEGOTIATION:

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

CONTRACT:

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

TAXES:

Bidder must pay all applicable taxes.

NOTE:

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

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

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

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

The following definitions apply:

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature Date

Title (position)

--OR--

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

Signature Date

Title (Position)

REQUEST FOR PROPOSALS FOR WATER RIGHTS CONSULTING SERVICES

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

1. SCOPE OF WORK

The Offeror shall perform **Water Rights Consulting and Legal Services** on an as needed basis, as hereafter stated, for customary and incidental services for the City of Las Vegas. The Contractor shall fully and timely provide all deliverables described herein in strict accordance with the terms, covenants, and conditions of the Contract. The agreement term will be for one year with the option for renewal up to four (4) years. The contract, including renewals and amendments thereof, may not exceed a total duration of four (4) years. The contract will begin upon final approval by the City Manager.

The duties of the offeror shall include but are not limited to the following services and requirements:

1. Knowledge of New Mexico water law and water rights administration.
2. Knowledge of issues regarding the administration of the Gallinas River including the upper Pecos underground water basin.
3. Knowledge of State Engineer water management regulations.
4. Knowledge of State Engineer administrative hearing and litigation processes.
5. Negotiation efforts to settling water rights litigation and/or water rights litigation assistance.
6. Perform water rights accounting and advise City personal on proper daily diversion and water management.
7. Assist and advise the City on potential water rights purchases and leases including applications.
8. General water resource planning and management.
9. Serve as Technical Expert in Water Rights Hearings.
10. Knowledge of 40 year water development planning.
11. Upper Gallinas stream forecasting and diversion modeling.
12. Assist and advise the City on adjudicated water rights.
13. Provide other water rights consulting services as needed.

2. CRITERIA FOR ACCEPTANCE AND EVALUATION OF PROPOSALS

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

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

- 2.2 Submittal of Proposals: Six (6) copies of proposals must be delivered to the City Clerk, City of Las Vegas, 1700 North Grand Avenue, Las Vegas, New Mexico 87701 no later than the date and time listed. Sealed proposal envelopes shall be clearly marked **Water Rights**

Consulting and Legal Services on the outside of the envelope; this information shall be placed on the lower left-hand corner of the envelope. Failure to comply with this requirement may result in the rejection of the proposals.

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

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

3. COST OF PREPARING AND SUBMITTING PROPOSALS

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

4. AWARD OF CONTRACT

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

5. RESPONSIBILITY OF OFFEROR

5.1 BONDS (If Applicable)

- a. The successful offeror will be required to furnish a Performance Bond (if applicable), in an amount equal to \$100,000 and a labor and Materials Payment Bond in an equal amount, such bonds to be executed in four (4) original Counterparts by a Corporate Surety authorized to do business in the State of New Mexico, and acceptable to the Owner. The Bonds must be executed on forms contained in these Contract Documents. The form of Agreement with the successful Offeror, as Contractor, will be required to execute also included herewith.

5.2 INSURANCE CERTIFICATE

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

6. INSTRUCTIONS TO OFFEROR

6.1. REQUEST FOR PROPOSAL DOCUMENTS

6.1.1 Copies of Request for Proposals

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

6.1.2 Interpretations

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

6.1.3 Addendum

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

6.2 PROPOSAL SUBMITTAL PROCEDURES

6.2.1 Format and Section Requirements of Proposals

- a. Offerors **shall provide one original (1) and five (5) copies** of their proposal to the location specified on the cover page on or before the closing date and time for receipt of proposals.

- b. All proposals must be typewritten on standard 8 ½" x 11" paper and bound on the left-hand margin.
- c. A maximum of twenty (20) pages, including title, index, etc., including front and back covers.
- d. The proposal must be organized in the following format and must contain, as a minimum, all listed items in the sequence indicated:
 1. Offeror's Identification
 - i. Notarized affidavit that states name and address of your organization of office and nature of organization (individual, partnership or corporation, private or public, profit or non-profit). Subcontractors, if any, must be listed with license numbers. Describe individual staff and subcontractor's responsibilities with line of authority and interface with City staff. Include the name and telephone number of person(s) authorized for preparation and execution of the contract. The City has the authority to reject any or all Subcontractors. Respond to this section as Section A of Offeror's proposal.
 2. Campaign Contributions Disclosure Form
 - i. Fill out and attach the Campaign Contribution Disclosure Form. Respond to this section as Section B in Offeror's proposal.
 3. Personnel Experience
 - i. Describe the experience and qualifications of company principles, supervisors and other employees who will be actively engaged in the work required under the contract, including experience of subcontractors if applicable. Experience qualifications must reference any of the servicing provided to the City of Las Vegas Utilities System. Respond to this section as Section C of Offeror's proposal.
 4. Licenses (if applicable)
 - i. The Offeror shall show that he has a New Mexico general contractor's license and/or any other licenses required by law to perform the work required by this contract. All such licenses shall be held by the offeror or his subcontractors at the time the proposal is submitted. Respond to this section as Section D in Offeror's proposal.
 5. Experience in Specialized Services referenced in scope
 - i. Attorneys either must have been licensed to practice law in New Mexico for at least three years or must be associated with attorneys who have been licensed to practice law in New Mexico for three years and agree to supervise those who have not been licensed for three years in New Mexico.¶
 6. Documentation
 - i. The Offeror shall provide documentation of education, certifications and qualifications. Respond to this section as Section F in the Offeror's proposal.
 7. Schedule of hourly rate(s) and charges for any other costs or expenses that may be billed to the City including, but not limited to expenses such as expert witnesses, telephone, copying, travel (cost per mile, other travel expenses, etc.) and time expended in travel.
 8. Financial (If Applicable)
 - i. The Offeror shall provide a letter from a financial institution regarding the Offeror's credit rating. Respond to this section as Section G in the Offeror's proposal.

9. Additional Information

- i. Describe any expectations and/or clarifications to this Request for Proposal. Also include any additional information you believe to be pertinent to the proposal but not requested elsewhere such as Veterans business or New Mexico Resident business status. Respond to this section as Section H in Offeror's proposal.

10. Contractors Bonds (if applicable)

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

6.2.2 SUBCONSULTANTS

- a. The Offeror shall list and state the qualifications for each sub-consultant the Offeror proposes to use for all sub-contracted work.
- b. The Offeror is specifically advised that any person or other party, to whom it is proposed to award a sub-contract under this proposal, must be acceptable by the City after verification of eligibility status, including but not limited to suspension or debarment of the City.

6.2.3 PREQUALIFICATION PROCESS

- a. A business may be pre-qualified by the Purchasing Agent as an Offeror for particular types of service. Mailing lists of potential Offerors shall include but shall not be limited to such prequalified businesses (§13-1-134 NMSA 1978). For purposes of this RFP, if prequalification is utilized, special instructions will be attached as an exhibit to this RFP.

6.2.4 DEBARRED OR SUSPENDED CONTRACTOR

- a. A business (contractor, subcontractor or supplier) that has either been debarred or suspended to the requirements of §13-1-177 through §13-1-180, and §13-3-11 through §13-4-17 NMSA 1978, as amended, shall not be permitted to do business with the City and shall not be considered for award of the contract during the period for which it is debarred or suspended with the City.

6.2.5 REJECTION OF SUBMITTED PROPOSALS

- a. Oral, telephonic or telegraphic proposals are invalid and will not receive consideration. Rejected proposals shall be returned to the Offeror unopened. Failure to meet the following submittal of proposal requires shall result in a rejection of a proposal:
 1. Proposals shall be submitted at the time and place indicated in the Notice of Request for Proposals and shall be included in a **sealed envelope** marked with the project title and the name and address of the Offeror and accompanied by the documents outlined in the Request for Proposal.

2. At all times, Offeror shall assume full responsibility for timely delivery of proposals at the City Clerk's office, including those proposals submitted by mail. Hand-delivered proposals shall be submitted to the City Clerk or the City Clerk's Designee and will be clocked in/time stamped at the time received, which must be prior to the time specified.

6.2.6 NOTICE OF CONTRACT REQUIREMENTS BINDING ON OFFEROR

- a. In submitting this proposal, the Offeror represents that the Offeror has familiarized him/herself with the nature and extent of the Request for Proposals dealing with the federal, state and local requirements, which are a part of these Requests for Proposals.
- b. Laws and Regulations: The Offeror's attention is directed to all applicable federal and state laws, local ordinances and regulations and the rules and regulations of all authorities having jurisdiction over the services for the project.

6.2.7 REJECTION OR CANCELLATION OF PROPOSALS

- a. This Request for Proposals may be canceled, or any or all proposals may be rejected in whole or in part, when it is in the best interest of the City. A determination containing the reasons therefore shall be made part of the project file (§13-1-131 NMSA 1978).

7. CONSIDERATION OF PROPOSALS

7.1 RECEIPT, OPENING AND PROPOSALS:

- a. Proposals, modifications and addendums shall be time-stamped upon receipt and held in a secure place until the established date.
- b. Proposals shall not be opened publicly and shall not be open to public inspection until after award of a contract. An offeror may request in writing nondisclosure of confidential data. Such data shall accompany the proposal and shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.
- c. The names of all businesses submitting proposals and the names of all businesses, if any, selected for an interview shall be public information. After an award has been made, final ranking and evaluation scores for all proposals shall become public information (§13-1-120 NMSA 1978). The contents of any proposal shall not be disclosed so as to be available to competing Offerors during the negotiation process (§13-1-116 NMSA 1978).

7.2 PROPOSAL EVALUATION

- a. Proposals shall be evaluated on the basis demonstrated competence and qualifications for the type of service required and shall be based on the evaluation factors set forth in this RFP. For the purpose of conducting discussions, proposals may initially be classified as:
 1. Acceptable
 2. Potentially acceptable, that is, reasonably assured of being made acceptable
 3. Unacceptable (Offerors whose proposals are unacceptable shall be notified promptly)
- b. The City shall have the right to waive technical irregularities in the form of the proposal of the Offeror, which do not alter the quality of the service (§13-1-132 NMSA 1978).
- c. If an Offeror who otherwise would have been awarded a contract is found not to be a responsible Offeror; a determination that the Offeror is not a responsible Offeror, setting forth the basis of the finding shall be prepared by the Purchasing Agent/Procurement Manager. The unreasonable failure of the Offeror to promptly supply information in the

connection with any inquiry with respect to the responsibility is grounds for a determination that the Offeror is not a responsible Offeror (§13-1-133 NMSA 1978).

d. Selection Process (§13-1-120 NMSA 1978):

1. An evaluation committee composed of representatives selected by the City will perform an evaluation of proposals. The committee shall evaluate statements of qualifications and performance data submitted regarding the particular project and may conduct interviews with and may require public presentations by all businesses applying for selection regarding their qualifications, their approach to the project and their ability to furnish the required services.
2. If fewer than three (3) businesses have submitted a statement of qualifications for a project, the committee may:
 - i. Rank in order of qualifications and submit to the local governing body for award, those businesses which have submitted a statement of qualifications; or
 - ii. Recommend termination of the selection process and sending out new notices of the proposed procurement pursuant to §13-1-104 NMSA 1978.

7.3 NEGOTIATIONS (§13-1-122 NMSA 1978)

- a. The City's designee shall negotiate a contract with the highest qualified business for the services contemplated under this RFP at the compensation determined in writing to be fair and reasonable. In making this decision, the designee shall consider the estimated value of the services to be rendered and the scope, complexity and professional nature of the services.
- b. Should the designee be unable to negotiate a satisfactory contract with the business considered to be the most qualified at the price determined to be fair and reasonable, negotiations with that business shall be formally terminated. The designee shall then undertake negotiations with the second most qualified business. Failing accord with the second most qualified business, the designee shall formally terminate negotiations with that business.
- c. The designee shall then take undertake negotiations with the third most qualified business.
- d. Should the designee be unable to negotiate a contract with any of the businesses selected by the committee, additional businesses shall be ranked in order of their qualifications and the designee shall continue negotiations in accordance with this section until a contract is signed with a qualified business or the procurement process is terminated, and a new Request for Proposals is initiated.
- e. The City shall publicly announce the business(es) selected for award.

7.4 NOTICE OF AWARD

- a. After award by the local governing body, a written notice of award shall be issued by the City after review and approval of the Proposal and related documents by the City with reasonable promptness (§13-1-100 and §13-1-108 NMSA 1978).

8. POST PROPOSAL INFORMATION

8.1 PROTESTS

- a. Any Offeror who is aggrieved in connection with a solicitation or award of an Agreement may protest to the City's Purchasing Agent and the City Clerk, in

accordance with the requirements of the City's Procurement Regulations and the State of New Mexico Procurement Code. The protest should be made in writing within twenty-four (24) hours after the facts or occurrences giving rise thereto (§13-1-172 NMSA 1978).

- b. In the event of a timely protest under this section, the Purchasing Agent and the City shall not proceed further with the procurement unless the Purchasing Agent makes a determination that the award of Agreement is necessary to protect substantial interests of the City (§13-1-173 NMSA 1978).
- c. The Purchasing Agent or the Purchasing Agent's designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Offeror concerning procurement. This authority shall be exercised in accordance with adopted regulations but shall not include the authority to award money damages or attorney's fees (§13-1-174 NMSA 1978).
- d. The Purchasing Agent or the Purchasing Agent's designee shall promptly issue a determination relating to the protest. The determination shall:
 1. State the reasons for the action taken; and
 2. Inform the protestant of the right to judicial review of the determination pursuant to §13-1-183 NMSA 1978
- e. A copy of the determination issued under §13-1-175 NMSA 1978 shall immediately be mailed to the protestant and other Offerors involved in the procurement (§13-1-176 NMSA 1978).

8.2 EXECUTION AND APPROVAL OF AGREEMENT

- a. The Agreement shall be signed by the successful Offeror and returned within an agreed time frame after the date of the Notice of Award. No Agreement shall be effective until it has been fully executed by all the parties.

8.3 NOTICE TO PROCEED

- a. The City will issue a written Notice to Proceed to the Consultant.

8.4 OFFEROR'S QUALIFICATION STATEMENT

- a. Offeror to whom award of an Agreement is under consideration shall submit, upon request, information and data to prove that their financial resource, production or service facilities, personnel and service reputation and experience are adequate to make satisfactory delivery of the service described in the Request for Proposals (§13-1-82 NMSA 1978).

9. EXECUTION OF CONTRACT

The Contract, Performance Bond and Labor and Material Payment Bond (as needed) shall be executed in three (3) original counter parts. The forms and Contract Documents will be as herein included and will be furnished by the Owner. Distribution of the executed forms will be as follows:

1. Contractor
2. Owner
3. As Needed

10. CONTRACT DOCUMENTS

The complete Contract Documents may include the following: (As Needed)

1. Scope of Services
2. Professional Standards
3. Compensation (with fee, cost, and expense schedule attached as an exhibit)

4. Term of Agreement
5. Amendment
6. Status of Contractor
7. Assignment
8. Subcontracting
9. Records, Audits and Reporting
10. Conflict of Interest
11. Stoppage of Work
12. Amendment
13. Applicable Law
14. Scope of Agreement, Merger
15. Waiver
16. Insurance
17. Notice
18. Subject to Other Documents
19. Indemnification
20. New Mexico Tort Claims Act
21. Bribery and Kickbacks
22. Discrimination Prohibited
23. Third Party Beneficiaries

11. OTHER INSTRUCTIONS TO OFFERORS

11.1 OFFERORS INTERESTED IN MORE THAN ONE PROPOSAL

- a. No person, firm or corporation shall be allowed to make, or file, or be interested in more than one proposal for the same work unless alternate proposals are specifically called for. A person, firm, or corporation that has submitted a sub-proposal to an Offeror, or that has quoted prices of materials to an Offeror is not thereby disqualified from submitting a subproposal or quoting prices to other Offerors or making a prime proposal.

12. GENERAL TERMS AND CONDITIONS

12.1 DEFINITIONS

- a. *Addendum*: a written or graphic instrument issued prior to the opening of proposals, which clarifies, corrects or changes the Request for Proposals. Plural: addenda.
- b. *Determination*: means in the written documentation of a decision of the procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains (§13-1-52 NMSA 1978).
- c. *Offeror*: any person, corporation or partnership legally licensed to provide design professional services in this state that chooses to submit a proposal in response to this Request for Proposals.
- d. *Purchasing Agent*: means the person or designee authorized by the city to manage or administer a procurement requiring the evaluation of proposals.
- e. *Request for Proposals*: or "RFP" means all documents, including those attached or incorporated by reference, used for soliciting purposes (§13-1-81 NMSA 1978).
- f. *Responsible Offeror of Proposer*: means an offeror or proposer who submits a responsive proposal and who has furnished, when required, information and data to prove that the proposer's financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services described in proposal (§13-1-83 NMSA 1978).
- g. *Responsive Offer or Proposal*: means an offer or proposal that conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a

request for proposals include, but are not limited to, price, quality, quantity or delivery requirements (§13-1-85 NMSA 1978).

12.2 TERMS

- a. The terms *must, shall, will is required or are required*, identify a mandatory item or factor that will result in rejection of the Offeror's proposal.
- b. The terms *can, may, should, preferably* or *prefers* identify a desirable discretionary item or factor.

12.3 CONTRACTUAL TERMS

- a. *Amendment*: This contract will not be altered, changed, or amended except by a written document signed by the parties of this Contract.
- b. *Assignability*: The Consultant shall not assign, sublet or transfer their interests in this Contract without the written agreement of the City. If such an assignment is allowed, the Consultant shall be ultimately responsible to ensure that the work is performed satisfactorily. Any sub-contractors assigned must be approved by the City.
- c. *Authority to Bind the City*: The Consultant shall not have the authority to enter into any contracts binding upon the City or to create any obligations on the part of the City, except such as shall be specifically authorized by the City's representative, acting pursuant to authority granted by the City.
- d. *Binding Effect*: This contract shall be binding and shall insure to the benefit of the successors and assignees of the City and the Offeror.
- e. *Business License*: Prior to commencement of work, Offeror must secure a business license from the City of Las Vegas and submit proof thereof.
- f. *Compensation*: Offeror will be paid in accordance with the schedule of fees, costs, and expenses attached as an exhibit to the contract.
- g. *Conflict of Interest*: The consultant warrants that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services under this Contract.
- h. *Communication with the City of Las Vegas*: The consultant shall be required to periodically update the City of Las Vegas of the status of any project.
- i. *Funding*: This solicitation is subject to the availability of funds to accomplish the work. Payment and performance obligations for succeeding fiscal years shall be subject to the appropriation of funds. Therefore, when funds are not appropriated, or otherwise made available to support continuation of performance of the contract in a subsequent fiscal period, the contract will be terminated.
- j. *Gross Receipts Tax*: Unless otherwise agreed, Offeror is responsible for payment of gross receipts tax.
- k. *Indemnification*: The Consultant will indemnify, keep and hold harmless the City, its agents, officials and employees, against all suits or claims that may be based on injury to persons or property that is a result of an error, omission, or negligent act of the Consultant or any person employed by or acting on behalf of the Consultant.
- l. *Insurance*: (If Applicable) The Consultant must at all times hold errors and omissions liability insurance of at least \$1,000,000.00 and list the City of Las Vegas as an additional insured. Proof of compliance with this insurance requirement is to be provided to the City upon execution of this contract.
- m. *Method of Payment*: The Consultant shall submit itemized monthly statements of work performed on behalf of each City department as outlined herein. The City will then make payment by the 15th of the following month.

- n. *Notices:* Any notice required to be given under this Contract shall be deemed sufficient if given in writing by mail or hand-delivered to the City Clerk's office or by mail or hand-delivered to the Consultant's office.
- o. *Professional Standards:* The Consultant agrees to abide by and perform its duties in accordance with the Code of Ethics as established by the City of Las Vegas and/or its designee(s).
- p. *Scope of Contract:* This Contract incorporates all the agreements, covenants and understandings between the parties concerning the subject matter of this Contract, and all such agreements, covenants, or understandings, oral or written, of the parties or their agents shall not be valid or enforceable, unless embodied into this contract.
- q. *Subject to Other Documents:* This Contract is subject to the terms and conditions of the statutes of the State of New Mexico and Ordinances of the City of Las Vegas, New Mexico as they exist at the time that this Contract is signed or as they are hereafter amended. All such statutes and ordinances are incorporated by reference to this agreement.
- r. *Term:* The term of this agreement shall be for a period of one (1) year, which may be extended, upon written agreement of both parties, not to exceed a period of four (4) years.
- s. *Termination:* Either party may terminate this contract by giving written notice to the other party thirty (30) days in advance. However, if the Offeror is adjudged as bankrupt or insolvent, or defaults in any way, the City may, without prejudice to any other right or remedy, and after giving Offeror a minimum of ten (10) days from the delivery of a written notice, terminate the services of the Offeror.
- t. *Timelines:* All work shall be performed in a timely manner, as requested. Compensation for services not completed with agreed upon timelines will not be paid.
- u. *Work Stoppage:* The City of Las Vegas retains a unilateral right to order, in writing, temporary stoppage of the work or delay of the performance of the work, with a ten (10) day notice to the Offeror.

12.4 CONDITIONS

- a. *Bribes, Gratuities and Kick-Backs:* Pursuant to §13-1-191 NMSA 1978, reference hereby made to the criminal laws of New Mexico (including §30-14-1, §30-24-2 and §30-41-1 through §30-41-3 NMSA 1978) which prohibits bribes, kick-backs and gratuities, violation of which is a felony. Furthermore, the Procurement Code (§13-1-28 through §13-1-199 NMSA 1978) imposes civil and criminal penalties for its violation.
- b. *Design Professional Registration:* All work shall be under the direction of the applicable design professional legally licensed and registered by the State of New Mexico.
- c. *Fees, Costs, and Expenses:* Fees, costs, and expenses will be negotiated with the Offeror selected and will be stated in an exhibit to the contract.
- d. *Funding:* The solicitation is subject to availability of funds to accomplish the work.
- e. *Governing Law:* The Agreement shall be governed exclusively by the laws of the State of New Mexico as the same from time to time exists.
- f. *Independent Contractors:* The Consultant and the Consultant's agents and employees are independent contractors and are not employees of the City. The Consultant and the Consultant's Agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles or any other benefits afforded to employees of the City as a result of the Agreement.
- g. *Professional Liability Insurance:* The Offeror will be required to carry professional liability (errors and omissions) insurance. The amount of coverage will be \$1,000,000.00.
- h. *Standard Form of Agreement between City and Consultant:* The form of agreement required by the funding agency or issued by the City will be used for this project. Copies are available upon request.

Copies of Request for Proposals can be obtained in person at the office of the City of Las Vegas' Clerk's Office at 905 12th Street, Las Vegas, New Mexico 87701, 505.454.1401

EVALUATION SHEET

Offerors:

Proposal must address each of the following criteria to receive points.

Rating Sheet For (applicant name):		
Item	Possible Points	Points Awarded
1. Specialized Services as defined in the Scope of work	20	
2. Capacity and Capability	20	
3. Past Record and Performance	20	
4. Fees, Costs, and Expenses	15	
45. Familiarity with City of Las Vegas and related services	10	
56. Current volume of work with City of Las Vegas is less than 75%	10	
67. Resident/ Veterans Preference	<u>5</u>	
Subtotal Proposals for Scope of Services	<u>100</u>	
8. Interview (if needed)	50	
9. Total Possible Awarded Points	<u>150</u>	



Approval Form
(Contracts, Lease Agreements, RFP's, MOU's, MOA's, Ordinances, Resolutions)

*Reviewed:

[Signature]
Tim Montgomery, City Manager

07/31/2024
Date

**(if not signed by City Manager first, this document will not be forwarded to the Attorney for review and approval)*

Date Submitted: July 25, 2024

Department Submitting: Utilities Project Management

Submitter: Travis

Documents to be reviewed: RFP- Water Rights Consulting & Legal Services

Deadline: **asap**

Submitter Comments: _____

Received by CM - Office Mgr/HR: _____ Date: _____

City Manager / HR Comments: _____

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

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

Changes: _____ Date: _____

1

[Signature]
Attorney Review

07/31/24
Date

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

2

[Signature]
Finance Director

8-16-24
Date

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

3

[Signature]
Tim Montgomery, City Manager

08/21/2024
Date

Received by City Clerk's Office Date: _____
(Only if being placed on the Agenda)

**This form must be submitted with an Attorney Review prior to review and approval by the City Manager. If there is no Attorney Review, it will not be processed until this step is completed.*

CITY OF LAS VEGAS
BID OPENING

DATE: 12-Sep-24

OPENING NO.: 2025-08

TIME: 3:00 PM

LOCATION: 905 12th Street

Las Vegas, NM 87701

ITEM(S): Water Rights Consulting and Legal Services

RECEIVED FROM:	AMOUNT PER ITEM:	BID BOND:	AFFIDAVIT NOTARIZED	CAMPAIGN CONTRIBUTION
<i>Domenici Law Firm</i>			<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

COMPANY REPRESENTATIVE: *Adrian Attemand* COMPANY NAME: *CLV PM*

(use other side of form when full)

ORIGINAL PROPOSALS TAKEN BY: *Adrian Attemand*
DATE: *9/12/24*

SUBMITTED BY: _____
DATE: _____

DOMENICI LAW FIRM, P.C.

ATTORNEYS AT LAW

320 Gold Avenue SW

Suite #1210

Albuquerque, New Mexico 87102

P.O. Box 4295

Albuquerque, NM 87196

(505) 883-6250 Telephone

(505) 884-3424 Facsimile

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

Lorraine Hollingsworth
lhollingsworth@domicilaw.com

September 11, 2024
HAND-DELIVERED

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. 2025-08

Dear Sir or Madam:

The following information is provided in response to the City of Las Vegas, New Mexico Request for Proposals for Water Rights Consulting and Legal Services, Opening No. 2025-08, on behalf of the Domenici Law Firm, P.C. and DL Sanders.

Section A- Offeror's Identification:

The Offeror is the Domenici Law Firm, P.C., 320 Gold Ave. SW, Albuquerque, New Mexico, 87102. Mailing address is PO Box 4295, Albuquerque, New Mexico, 87196. The Domenici Law Firm is a professional corporation organized under the laws of the State of New Mexico. The primary attorney providing legal services will be Pete Domenici. D.L. Sanders, 17 Seton Plaza, Santa Fe, New Mexico, 87508, will provide legal services as a consultant to the Domenici Law Firm.

Pete Domenici, 505-883-6250, is the person authorized for preparation and execution of the contract. The Firm's Federal Tax Identification Number is 85-0408549.

The Offeror Information form is included with the attachments herein.

Section B – Campaign Contributions Disclosure Form

The Campaign Contribution Disclosure Form is included with the attachments herein.

Section C – Personnel Experience

The Domenici Law Firm, P.C., formally Dolan and Domenici, P. C, has had a practice concentration in water, natural resources and environmental law since the date of its inception in 1990. The Firm has one partner and associated support staff. Mr. Domenici has been a licensed attorney since 1986. A substantial part of the Firm's work involves water, environmental and natural resource matters. The firm is B-V rated (Martindale-Hubbell) in Environmental Law. Mr. Domenici has been listed in Best Lawyers in America in Environmental Law since 1994 and recognized in Super Lawyers Southwest in Environmental Law and Litigation.

The Firm provides legal representation on water, natural resources, and environmental matters to a broad range of clients, including municipalities, counties, federal agencies, private companies, landowners, dairies, oil and gas producers, marketers, bulk storage owners, pipeline companies and impacted individuals or groups. Representation includes permitting and compliance on water, natural resources, and environmental matters, including compliance with state and federal laws and regulations. Efforts include litigation, litigation support, negotiations, mediation, strategic and long-range resource planning, and government agency violation defense.

Litigation representation including pre-trial, trial, post-trial and appellate practice. The litigation experience includes the representation of clients in complex administrative hearings, bench trials and jury trials. The Firm regularly retains and works with expert witnesses and with the state and federal requirements for *Daubert* (Federal) and *Alberico* (State) witness challenges and other critical expert witness issues.

The Firm works extensively with clients on water, air, and hazardous and solid waste storage and disposal permitting. The Firm has represented clients before numerous state and federal agencies, including the New Mexico Office of State Engineer. The Firm has knowledge of the State Engineer water management regulations and the administrative hearing and litigation process. The Firm has participated in negotiations and negotiated settlements of water rights with the State Engineer.

The Firm has advised and represented the City of Las Vegas, the City of Jal, Catron County, and other entities regarding applications for the appropriation of groundwater and surface water before the Office of State Engineer and in other matters regarding water resources and water planning. Additional information regarding specific water rights matters is detailed in Section E, below. The Firm has advised and represented the Cities of Socorro, Alamogordo, Los Lunas, and Roswell in regard to natural resources and environmental issues. The Firm also represented the New Mexico CAP Entity in southwestern New Mexico, whose membership includes Grant, Hidalgo, Catron and Luna Counties, the cities of Deming and Lordsburg, the village of Santa Clara and various irrigation associations and soil and water

conservation districts. The representation of municipalities, counties and other local and state entities includes strategic and long-range planning, interactions with state and federal agencies, including the United States Bureau of Reclamation and the Army Corp of Engineers, and representation before regulatory bodies and in state and federal court.

The Firm is also familiar with the acequia and community ditch systems in the State of New Mexico, as well as the land grant system. The Firm has both represented and negotiated for and against acequias and community ditches. The Firm has also represented clients in San Miguel County and has litigated cases in San Miguel County.

Mr. Domenici 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 the Bureau of Land Management and the State of New Mexico.

Mr. Domenici represents water rights owners in all parts of New Mexico. He 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. Mr. Domenici has been involved in numerous transactions that involve the transfer of water rights. Mr. Domenici has worked with clients to prepare, submit, negotiate and defend water rights applications. Many of these applications have been protested. Mr. Domenici 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. He works with clients to plan and develop water storage rights and is familiar with the legal and regulatory requirements for the establishment of storage rights under state law, including the adjudication of such rights. As part of the Red River adjudication, Mr. Domenici represented the Cabresto Ditch Association in negotiating and adjudicating the allocation of storage rights between competing ditch associations. He also worked on establishing operating requirements for the use of the stored water.

Mr. Domenici participated in a water rights matter involving adjudicated water rights on the Gila River, including the transfer and reestablishment of the rights. Mr. Domenici initiated the adjudication of the Animas Water Basin in 2005. Mr. Domenici has participated in and continues to participate in the Lower Rio Grande adjudication, including attendance at multiple-day hearings on subfile matters between water rights holders and the Office of the State Engineer.

DL Sanders has many years of experience as a water rights attorney in New Mexico. In 2014, he established a water rights consulting practice limited to matters related to water rights applications, validity, and litigation for water rights owners, hydrologists, engineers, and attorneys. Mr. Sanders works closely with Mr. Domenici on water rights issues for the City of Las Vegas, the City of Jal and other clients. Mr. Sanders has been a water attorney since 1990. He was with the Office of the New Mexico State Engineer as an attorney from 1990 through mid-2014. During his employment with the State Engineer, he spent approximately 8 years litigating water rights cases before the New Mexico State Engineer, *de novo* appeals to New Mexico district courts, original actions before New Mexico state and federal district courts, and appeals from those courts. Mr. Sanders also was assigned to the litigation of water rights adjudication cases. In 1998, he was assigned by the State Engineer to supervise the drafting of decisions by his hearing officers in the Administrative Hearing Unit. In late 1998, he was appointed Deputy Chief Legal Counsel. His duties included supervising the hearing unit and the Litigation and Adjudication Program (LAP) attorneys, and drafting legal opinions and policy positions for the State Engineer. In early 2000, he was appointed as interim Chief Legal Counsel. As Chief Counsel, Mr. Sanders supervised all functions of LAP listed above and directly advised the State Engineer on all matters related to his duties. In 2001, he was appointed as the Chief Legal Counsel and served in that role until he retired in 2014. From 1990 through 2014, Mr. Sanders supervised the State Engineer's legislative agenda and was the State Engineer's main lobbyist/legislative liaison. In 2007, Governor Richardson appointed him to the Western States Water Council and he served as a member until he retired in 2014. Finally, Mr. Sanders served as a member of the New Mexico Water Quality Control Commission from 2008 through 2014.

Section D – Licenses

Pete Domenici is a licensed attorney in the State of New Mexico.

DL Sanders is a licensed attorney in the State of New Mexico.

Section E - Experience in Water Rights Services and as Water Rights Consultant

The Domenici Law Firm has more than thirty years of experience in water rights and water rights consultation. The Firm represents cities, counties and private clients in water rights matters. A list of representative water rights clients is included herein.

Mr. Domenici and Mr. Sanders successfully represented the City of Las Vegas in negotiating an agreement with the Storrie Project Water Users Association for storage in Storrie Lake Reservoir to address the City's historical storage shortages. They have also represented the City of Las Vegas in the remand proceedings resulting from the New Mexico Supreme Court's decision in *State of NM ex rel Eluid Martinez v. City of Las Vegas*, 2004-NMSC-009, including reviewing and responding to the Special Master's report and recommendation and negotiating with the Rio de las Gallinas Acequia Association regarding the equitable solution required under the Supreme Court's decision.

Mr. Domenici and Mr. Sanders also represent the City of Jal before the State Engineer both as an applicant and as a protestant to a number of contested applications for groundwater appropriation filed by various oil and gas entities in southeastern New Mexico.

Mr. Domenici represents Catron County in opposing the appropriation by Augustin Plains Ranch, LLC of 54,000 acre feet of groundwater within the County both before the State Engineer and in District Court, including briefing and arguing that the application was speculative and violates New Mexico water law.

Mr. Domenici has represented the New Mexico parties to the Globe Equity Decree since 2000. The representation includes appearances before the Federal District Court in Arizona, working with attorneys for the irrigation districts in Arizona, as well as negotiating with the United States and the Indian Tribes involved in the litigation and settlement agreement under the Arizona Water Settlement Act. Mr. Domenici 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.

DL Sanders worked for the Office of the State Engineer from 1990 to 2014. He served first as a staff attorney, then as Chief Counsel from 2001 to 2014. As such, Mr. Sanders has an extensive knowledge of state water law and the processes and procedures of the State Engineers Office. As Chief Counsel, Mr. Sanders advised the State Engineer on water rights issues, water policy, legislative agendas and on all water rights decisions arising before the State Engineer's Hearing Unit. Mr. Sanders supervised all litigation involving the State Engineer, except cases before the Hearing Unit, and supervision of all appeals to and original actions filed with state and federal district courts. He also handled all appeals to the New Mexico Court of Appeals and Supreme Court. Between 2000 and 2004, he represented the State Engineer along with the New Mexico Attorney General and Interstate Stream Commission attorneys in negotiations between Texas and New Mexico involving interstate litigation concerning Rio Grande water quality and water deliveries.

As Chief Counsel, Mr. Sanders supervised and participated in the negotiation of three major Indian water rights settlements. The settlement of the massive water rights claims of the Navajo Nation for its lands in New Mexico was significant because the OSE was able to protect the water rights held by non-Indians and was able to obtain Congressional funding for the construction of a water pipeline from Farmington to Gallup, New Mexico. For the first time the people of the Navajo Nation will have access to potable water near their homes instead of having to drive miles to fill the water tanks on their trucks.

Mr. Sanders also worked on the water rights settlements with Taos Pueblo and the *Aamodt* pueblos. Both of these settlements, like the Navajo settlement, required funding and the construction of infrastructure to protect both the water rights of the pueblos and those of the non-Indians. These three settlements required lobbying Congress to enact laws approving the settlements, funding infrastructure improvements, and providing for their construction by the

US Bureau of Reclamation. Mr. Sanders' role in the process gave him the opportunity to testify before Congress in support of the settlements.

Mr. Sanders oversaw the settlement of the water rights claimed by the Carlsbad Irrigation District that also provided the means for complying with the Pecos River Compact. (New Mexico had been struggling to comply the US Supreme decree of 1989 prohibiting New Mexico from under-delivering to Texas). This settlement took approximately four years to negotiate and resolved some thirty years of litigation and acrimony. Mr. Sanders worked with the New Mexico Legislature to obtain funding for the Interstate Stream Commission with approximately \$110 million for the purchase and retirement of water rights necessary to reduce depletions to protect the to the Pecos River to provide water for New Mexico water rights owners and for delivery to Texas.

Section F - Documentation

The following documents are included herein:

- Offeror information
- Campaign Contribution Disclosure Form
- List of Representative Water Rights Clients and Related Matters
- Curriculum vitae for Pete Domenici
- Curriculum vitae for DL Sanders
- Financial letter
- Lawyers Professional Liability Insurance Policy Declarations

Section G - Financial

Please see attached letter regarding the Domenici Law Firm.

Also attached are Lawyers Professional Liability Insurance Policy Declarations for the Domenici Law Firm and DL Sanders.

Section H - Additional Information Financial

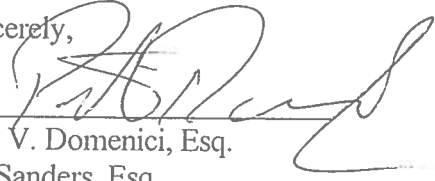
The hourly rate for Pete Domenici is \$350.00, plus gross receipts tax and expenses. The Firm will bill half time for travel in New Mexico. Travel expenses include mileage, and actual costs for meals and lodging.

The hourly rate for D.L. Sanders is \$350.00 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.

September 9, 2024

Sincerely,

A handwritten signature in black ink, appearing to read "Pete V. Domenici", written over a horizontal line.

Pete V. Domenici, Esq.

DL Sanders, Esq.

OFFEROR INFORMATION

OFFEROR: Domenici Law Firm P.C. and DL Sanders, Esq.

AUTHORIZED AGENT: Pete Domenici

ADDRESS: 320 Gold Ave. SW, Suite 1210, PO Box 4295, Albuquerque, NM 87196

TELEPHONE NUMBER (505) 883-6250

FAX NUMBER (505) 884-3424

DELIVERY: 320 Gold Ave SW, Suite 1210, Albuquerque, NM 87102

STATE PURCHASING RESIDENT CERTIFICATION NO.: L2138035312

NEW MEXICO CONTRACTORS LICENSE NO.: N/A

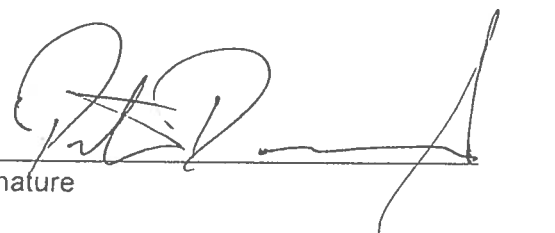
SERVICE (S): **WATER RIGHTS CONSULTING AND LEGAL SERVICES**

THE CITY OF LAS VEGAS RESERVES THE RIGHT REJECT ANY OR ALL PROPOSALS AND TO WAIVE

ANY TECHNICAL IRREGULARITY IN THE FORM.

AFFIDAVIT FOR FILING WITH COMPETITIVE PROPOSAL

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



Signature

Subscribed and sworn to before me, this 9 day of September, 2024

(SEAL)



Notary Public Signature

My Commission Expires: 3/17/2026

STATE OF NEW MEXICO
NOTARY PUBLIC

Laura Melissa Threet
Commission No. 1091004
March 17, 2026

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

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

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

The following definitions apply:

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

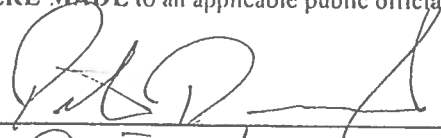
(Attach extra pages if necessary)

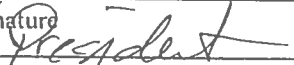
Signature Date

Title (position)

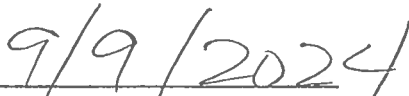
--OR--

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



Signature


Title (Position)



Date

REPRESENTATIVE WATER RIGHTS CLIENTS AND RELATED MATTERS:

City of Las Vegas- represented City in negotiating agreement with Storrie Project Water Users Association; represent City in District Court remand proceeding, including negotiating with Rio de las Gallinas Acequia Association

City of Jal- representing City before Office of State Engineer in administrative hearings on contested water rights applications that will adversely impact the City of Jal's water security; work with City on water rights and water planning

Catron County – represented the County before the State Engineer and in District Court in successfully contesting application filed by Augustin Plains Ranch for the appropriation of 54,000 acre feet of groundwater

Taos County- currently represent the County on ground and surface water contamination issues against Chevron and the USEPA related to the cleanup of the Molycorp Superfund site

Harper Cattle- Wagon Mound; litigation implementing water rights decree

Ed Martin -Springer Ditch; Cimarron adjudication application for return flow credits

Cabresto Ditch Association- resolve dispute over ownership of water rights and modify adjudication to obtain storage rights for purposes of Cabresto Reservoir defenses

Big Mesa Water Cooperative - address water rights needs through transfer of water rights in Conchas Reservoir and Cimarron River System

Hidden Lake Property Association - analyze and declare Hidden Lake water rights

City of Alamogordo- condemnation of Water Rights and Water Rights Ownership issues

Village of Los Lunas - defend Federal Court injunctive relief related to discharge to the Rio Grande

City of Socorro - representation on groundwater contamination impacts and settlement with US EPA and ongoing landfill and contamination issues

Bernalillo County -representation establishing County Authority to operate as water utility and currently represent the County on condemnation and contamination litigation involving the Sunport Blvd. extension

NM Boys & Girls Ranches -resolved Middle Rio Grande Pre-Basin groundwater issue through denial and declaration

Toby Romero -adjudication related to forfeiture and abandonment of railroad water rights, including special master hearing, NM Court of Appeals decision, and briefing to NM Supreme Court

Edgewood Water Co-op- address ownership, leasing and regulatory issues for water rights for Village of Edgewood area

Wall Colmonoy Corp. - resolved groundwater issues between the client, Isleta Pueblo and US EPA

Other Matters are available upon request. Water contamination or water development projects – 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 Ave SW Suite 1210
Albuquerque, NM 87102
(505) 883-6250
Email: pdomenici@domenicilaw.com

EDUCATION

BA 1981, University of Virginia
JD 1985, University of New Mexico

WORK EXPERIENCE

1985 – 1990
Associate Attorney, Civerolo, Hansen and Wolf
Albuquerque, NM

1990-2005
Partner
Dolan & Domenici, P.C.
Albuquerque, NM

2005- Present
Sole owner
Domenici Law Firm, P.C.

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

AFFILIATIONS/MEMBERSHIPS

- Natural Resource and Environmental Law Section of New Mexico Bar Association
- Board Member-WERC, A Consortium for Environmental Education and Technology Development

PROFESSIONAL PRESENTATIONS

- 2022 New Mexico Water Law Conference- Update on San Augustin Plains Ranch litigation

- 2019 New Mexico Water Law Conference – Use of RCRA to Enforce Groundwater Cleanup on Kirtland Air Force Base
- 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 New Mexico Rural Water Users Assoc.-Water Rights Strategy,
- 2001 State Bar Presentation – Environmental Law Update

AREAS OF PROFESSIONAL INTEREST

Water resources management; representation of water users for agriculture, municipal use, commercial uses, including planning, litigation, permitting and transfers/leasing; water quality; flood and stormwater management

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; insurance coverage for environmental/pollution liability

Natural resources production, including oil and gas, mining, and development plans

Use of public lands, including grazing and other multiple uses

Real estate issues, including land grants, quiet title, prescriptive easements, eminent domain, and condemnation

PROFESSIONAL EXPERIENCE

New Mexico Office of State Engineer as lead counsel in the Animas adjudication, City of Jal permitting and appropriation, Catron County as lead counsel opposing San Augustin Plains appropriation, and numerous other administrative and judicial proceedings

Sunset Ditch Company, lead counsel in Globe Equity litigation in the Federal District Court for the District of Arizona

Lead counsel for the Nm CAP Entity, a joint powers entity to develop NM's share of the lower Colorado River Basin through Bureau of Reclamation project under the Arizona Water Settlement Act

New Mexico Environment Department (NMED) as lead counsel for RCRA Permits and Permit Modifications involving WIPP, Los Alamos and Triassic Park

New Mexico Oil Conservation Division (NM OCD) Landfill/Land Farm and Disposal Well permits

Water rights adjudications on the Mimbres and Pecos Rivers

CWA, ESA, NEPA and CERCLA litigation in Federal court cases

Land grant, real property, eminent domain, and condemnation litigation in numerous state and federal court litigations

Best Lawyers in America in Environmental Law since 1994

BOARD ACTIVITIES

Board positions:

Bernalillo County/City of Albuquerque Water Protection Advisory Board

NM Energy and Minerals/NM Environmental Department Transition Committee
Chairman for Governor Susana Martinez, 2010/2011

REFERENCES

- 4 Daughters Land & Cattle Co., Mike Mechenbier (505) 301-4404
- Gandy Marley Landfill, Bill Marley, owner (505) 626-6513
- Southwest Landfill, Claudine Martinez, owner/general counsel (505) 681-9915
- Bernalillo County, Ken Martinez, County Attorney (505) 287-0716
- NM CAP Entity, Anthony Gutierrez, Executive Director (575) 313-5242
- City of Jal, Mayor Stephen Aldridge (575) 441-7802

Resume of DL Sanders, Esq.



17 Scton Plaza • Santa Fe, New Mexico 87508 • Phone: 505-412-1112 • E-Mail: esquipervo@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, the Governor appointed me and I served as a member of the New Mexico Water Quality Control Commission from 2008 through 2014. I currently represent and consult for several municipalities in New Mexico and a couple of large private clients in New Mexico and Arizona.

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 agenden, 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 Counsel

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 ENGR, 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 ENGR 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 ENGR 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 ENGR 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



HOME OFFICE ADDRESS:
111 N. Higgins, Suite 600
Missoula, MT 59802

PHONE:
(800) 367-2577

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

SPLIT LIMITS POLICY DECLARATIONS

NOTICE: THE POLICY IS A CLAIMS MADE AND REPORTED POLICY. NO COVERAGE EXISTS UNDER THE POLICY FOR A CLAIM WHICH IS FIRST MADE AGAINST THE INSURED OR FIRST REPORTED TO THE COMPANY BEFORE OR AFTER THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD. PLEASE READ THE ENTIRE POLICY CAREFULLY.

POLICY NUMBER: ALPS5888- 22

Item 1 – Named Insured: Domenici Law Firm, PC
Address: PO Box 4295
Albuquerque, NM 87196-4295

Item 2 – Retroactive Coverage Date:

Item 2 (a)	First Retroactive Coverage Date	01/30/1990	Applies to any Wrongful Act that <i>first</i> occurs on or after the First Retroactive Coverage Date and before the Second Retroactive Coverage Date
Item 2(b)	Second Retroactive Coverage Date	09/01/2020	Applies to any Wrongful Act that <i>first</i> occurs on or after the Second Retroactive Coverage Date.

Item 3 – Name of Each Insured Attorney:

Domenici Jr., Pete
Hollingsworth, Lorraine
Tapia Jr., Joseph M.

Item 4 – Policy Period:

Effective Date and Time:	09/01/2023	at 12:01 AM at the address stated in Item 1.
Expiration Date and Time:	09/01/2024	at 12:01 AM at the address stated in Item 1.

Item 5 – Limit of Liability:

Item 5(a)	\$ 3,000,000	Each Claim*
	\$ 6,000,000	Aggregate

The Limit of Liability stated in Item 5(a) applies to any Claim that arises from a Wrongful Act that *first* occurs on or after the First Retroactive Coverage Date stated in Item 2(a) above and before the Second Retroactive Coverage Date stated in Item 2(b) above.



Item 5(b)	\$ 6,000,000	Each Claim*
	\$ 6,000,000	Aggregate

The Limit of Liability stated in Item 5(b) applies to any Claim that arises from a Wrongful Act that first occurs on or after the Second Retroactive Coverage Date stated in Item 2(b) above.

With respect to any Claim first made and reported under this Policy, there is only one applicable Limit of Liability which shall be determined based upon the date the Wrongful Act first occurs. Under no circumstances will the Limit of Liability under Item 5(a) be added together with the Limit of Liability under Item 5(b) with respect to any Claim. Under no circumstances will the Limit of Liability exceed the Limit of Liability stated in Item 5(b) with respect to any Claim.

Item 6 – Deductible: \$ 10,000 Each Claim*

Item 7 – Annual Premium: \$ 16,415

Item 8 – Endorsements attached at inception of the policy form Premier (01-21):

Signature Page	NM Amendatory	Excluded Entity Endorsement
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* Important Notice: All Claims that arise out of or in connection with the same Professional Services or Interrelated Wrongful Acts, whenever made and without regard to the number of Claims, claimants, or implicated Insureds, shall be treated as a single Claim.

All current and previously submitted application forms delivered to the Company are made a part of the Policy. The Named Insured may obtain a copy of all application forms by submitting a written request to the Company.

Countersigned by: 
 Authorized Representative

Date: August 14, 2023



HOME OFFICE ADDRESS:
111 N. Higgins, Suite 600
Missoula, MT 59802

PHONE:
(800) 367-2577

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

SPLIT LIMITS POLICY DECLARATIONS

NOTICE: THE POLICY IS A CLAIMS MADE AND REPORTED POLICY. NO COVERAGE EXISTS UNDER THE POLICY FOR A CLAIM WHICH IS FIRST MADE AGAINST THE INSURED OR FIRST REPORTED TO THE COMPANY BEFORE OR AFTER THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD. PLEASE READ THE ENTIRE POLICY CAREFULLY.

POLICY NUMBER: ALPS5888- 23

Item 1 – Named Insured: Domenici Law Firm, PC
Address: 320 Gold Avenue SW
Albuquerque, NM 8710287102

Item 2 – Retroactive Coverage Date:

Item 2 (a) First Retroactive Coverage Date 01/30/1990 Applies to any Wrongful Act that *first* occurs on or after the First Retroactive Coverage Date and before the Second Retroactive Coverage Date

Item 2(b) Second Retroactive Coverage Date 09/01/2020 Applies to any Wrongful Act that *first* occurs on or after the Second Retroactive Coverage Date.

Item 3 – Name of Each Insured Attorney:

Hollingsworth, Lorraine
Domenici Jr., Pete V.

Item 4 – Policy Period:

Effective Date and Time: 09/01/2024 at 12:01 AM at the address stated in Item 1.
Expiration Date and Time: 09/01/2025 at 12:01 AM at the address stated in Item 1.

Item 5 – Limit of Liability:

Item 5(a) \$ 3,000,000 Each Claim*
\$ 6,000,000 Aggregate

The Limit of Liability stated in Item 5(a) applies to any Claim that arises from a Wrongful Act that *first* occurs on or after the First Retroactive Coverage Date stated in Item 2(a) above and before the Second Retroactive Coverage Date stated in Item 2(b) above.



Item 5(b)	\$ 6,000,000	Each Claim*
	\$ 6,000,000	Aggregate

The Limit of Liability stated in Item 5(b) applies to any Claim that arises from a Wrongful Act that first occurs on or after the Second Retroactive Coverage Date stated in Item 2(b) above.

With respect to any Claim first made and reported under this Policy, there is only one applicable Limit of Liability which shall be determined based upon the date the Wrongful Act first occurs. Under no circumstances will the Limit of Liability under Item 5(a) be added together with the Limit of Liability under Item 5(b) with respect to any Claim. Under no circumstances will the Limit of Liability exceed the Limit of Liability stated in Item 5(b) with respect to any Wrongful Act that first occurs on or after the Second Retroactive Coverage Date stated in Item 2(b).

Item 6 – Deductible: \$ 10,000 Each Claim*

Item 7 – Annual Premium: \$ 10 178

Item 8 – Endorsements attached at inception of the policy form Premier (07-24):
Signature Page NM Amendatory Excluded Entity

* Important Notice: All Claims that arise out of or in connection with the same Professional Services or Interrelated Wrongful Acts, whenever made and without regard to the number of Claims, claimants, or implicated Insureds, shall be treated as a single Claim.

All current and previously submitted application forms delivered to the Company are made a part of the Policy. The Named Insured may obtain a copy of all application forms by submitting a written request to the Company.

Countersigned by: Victoria Z. Cod
Authorized Representative

Date: 08/09/2024

Berkley Insurance Company

A Stock Insurance Company

Lawyers Professional Liability Insurance

Policy Jacket

This Policy consists of:

- Declarations Page
- Policy Form
- Endorsements

In Witness Whereof, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.



President



Secretary

Service Office

Berkley Select, on behalf of Berkley Insurance Company
550 W. Jackson Boulevard, Suite 500
Chicago, IL 60661
Toll Free: (844) 465-6256 Fax: (312) 207-1933
Email: newclaim@berkleysselect.com

Administrative Office

Berkley Insurance Company
475 Steamboat Road,
Greenwich CT 06830

A BERKLEY COMPANY®



Lawyers Professional Liability Insurance

NOTICE: THIS POLICY PROVIDES COVERAGE ON A CLAIMS MADE AND REPORTED BASIS SUBJECT TO ITS TERMS. THIS POLICY APPLIES ONLY TO ANY CLAIM FIRST MADE AGAINST THE INSUREDS AND REPORTED TO THE INSURER DURING THE POLICY PERIOD OR ANY EXTENDED REPORTING PERIOD THAT MAY APPLY.

PLEASE READ AND REVIEW THE POLICY CAREFULLY AND DISCUSS THE COVERAGE WITH YOUR INSURANCE AGENT OR BROKER.

IF INDICATED IN ITEM 5. A. BELOW, THE LIMIT OF LIABILITY AVAILABLE TO PAY DAMAGES OR SETTLEMENTS SHALL BE REDUCED AND MAY BE COMPLETELY EXHAUSTED BY AMOUNTS INCURRED AS LEGAL DEFENSE COSTS. THE INSURER SHALL NOT BE LIABLE FOR LEGAL DEFENSE COSTS OR FOR THE AMOUNT OF ANY JUDGMENT OR SETTLEMENT AFTER EXHAUSTION OF THE LIMIT OF LIABILITY.

Whenever printed in this Declarations Page, the boldface type terms shall have the same meanings as indicated in the Policy.

- Item 1. **Name and Address of Named Insured:** **Policy Number: PLP-1775920-P6**
DL Sanders, LLC
17 Seton Plaza
Santa Fe, NM 87508
- Item 2. **Policy Period:** From August 14, 2024 (inception date) to August 14, 2025 (expiration date)
(Both dates at 12:01 a.m. Standard Time at the address of the **Named Insured**)
- Item 3. **Limits of Liability for the Policy Period:**
A. \$500,000 each **Claim**, but in no event exceeding
B. \$1,000,000 in the aggregate for all **Claims**
- Item 4. **Supplemental Coverages Limit of Liability:**
\$50,000 in the aggregate for all Supplemental Coverages during the **Policy Period**
- Item 5. **Claim Expenses for the Policy Period:**
 A. **Claim Expenses** Reduce the Limit of Liability in Item 3. above
 B. **Claim Expenses** in Addition to the Limit of Liability in Item 3. above
- Item 6. **Deductible:**
 A. **Aggregate Deductible - All Claims** N/A
 B. **Each Claim Deductible** \$1,000
 i. The Deductible applies to **Damages and Claim Expenses**
 ii. The Deductible applies only to **Damages**
- Item 7. **Premium:** \$1,400



320 Gold SW, Suite 100
Albuquerque, NM 87102

September 11, 2024

To whom it may concern:

Domenici Law Firm PC has been a long time customer of New Mexico Bank & Trust for almost 20 years. During this time they have managed their accounts in a satisfactory manner. The customer has not had any overdrafts and typically maintains an average balance over \$300,000. Please feel free to reach out to the Gold location if you have any questions.

Sincerely,

Christina Preciado
Senior Personal Banker

505-830-8156

SCORING MATRIX
RFP # 2025-08 Water Rights Consulting and Legal Services

	Domenici Law Firm, P.C	Vendor	Vendor	Vendor	Vendor
1. Specialized Services as defined in the Scope of Work 20 points	Evaluator #1---10 Evaluator #2---10 Evaluator #3---12 Evaluator #4---10 Evaluator #5---10	Evaluator #1--- Evaluator #2--- Evaluator #3--- Evaluator #4--- Evaluator #5---	Evaluator #1-- Evaluator #2-- Evaluator #3-- Evaluator #4-- Evaluator #5--	Evaluator #1--- Evaluator #2--- Evaluator #3--- Evaluator #4--- Evaluator #5---	Evaluator #1-- Evaluator #2-- Evaluator #3--- Evaluator #4--- Evaluator #5---
2. Capacity and Capability 20 points	Evaluator #1---20 Evaluator #2---20 Evaluator #3---19 Evaluator #4---15 Evaluator #5---20	Evaluator #1--- Evaluator #2--- Evaluator #3--- Evaluator #4--- Evaluator #5---	Evaluator #1-- Evaluator #2-- Evaluator #3-- Evaluator #4-- Evaluator #5--	Evaluator #1--- Evaluator #2--- Evaluator #3--- Evaluator #4--- Evaluator #5---	Evaluator #1--- Evaluator #2--- Evaluator #3--- Evaluator #4--- Evaluator #5---
3. Past Record and Performance 20 Points	Evaluator #1---20 Evaluator #2---20 Evaluator #3---20 Evaluator #4---20 Evaluator #5---20	Evaluator #1--- Evaluator #2--- Evaluator #3--- Evaluator #4--- Evaluator #5---	Evaluator #1-- Evaluator #2-- Evaluator #3-- Evaluator #4-- Evaluator #5--	Evaluator #1--- Evaluator #2-- Evaluator #3-- Evaluator #4--- Evaluator #5---	Evaluator #1--- Evaluator #2--- Evaluator #3--- Evaluator #4--- Evaluator #5---
4. Fees, Costs, and Expenses 15 Points	Evaluator #1---7 Evaluator #2---7 Evaluator #3---8 Evaluator #4---8 Evaluator #5---27	Evaluator #1-- Evaluator #2-- Evaluator #3-- Evaluator #4-- Evaluator #5-	Evaluator #1-- Evaluator #2-- Evaluator #3-- Evaluator #4-- Evaluator #5--	Evaluator #1--- Evaluator #2-- Evaluator #3--- Evaluator #4-- Evaluator #5---	Evaluator #1--- Evaluator #2--- Evaluator #3--- Evaluator #4--- Evaluator #5---
4. Familiarity with City of Las Vegas and related services 10 Points	Evaluator #1--5 Evaluator #2--5 Evaluator #3--5 Evaluator #4--4 Evaluator #5-5	Evaluator #1-- Evaluator #2-- Evaluator #3-- Evaluator #4-- Evaluator #5-	Evaluator #1-- Evaluator #2-- Evaluator #3-- Evaluator #4-- Evaluator #5-	Evaluator #1-- Evaluator #2-- Evaluator #3-- Evaluator #4-- Evaluator #5-	Evaluator #1-- Evaluator #2-- Evaluator #3-- Evaluator #4-- Evaluator #5-
5. Current Volume of Work with the City of Las Vegas is less than 75% 10 Points	Evaluator #1---10 Evaluator #2---10 Evaluator #3---10 Evaluator #4---10 Evaluator #5---10	Evaluator #1-- Evaluator #2-- Evaluator #3-- Evaluator #4-- Evaluator #5--	Evaluator #1-- Evaluator #2-- Evaluator #3-- Evaluator #4-- Evaluator #5--	Evaluator #1--- Evaluator #2--- Evaluator #3--- Evaluator #4--- Evaluator #5---	Evaluator #1--- Evaluator #2--- Evaluator #3--- Evaluator #4--- Evaluator #5---
6. Resident/Veterans 5 Points	Evaluator #1---2.5 Evaluator #2---2.5 Evaluator #3---2.5 Evaluator #4---2.5 Evaluator #5---2.5	Evaluator #1-- Evaluator #2-- Evaluator #3-- Evaluator #4-- Evaluator #5--	Evaluator #1-- Evaluator #2-- Evaluator #3-- Evaluator #4-- Evaluator #5--	Evaluator #1--- Evaluator #2--- Evaluator #3--- Evaluator #4--- Evaluator #5---	Evaluator #1--- Evaluator #2--- Evaluator #3--- Evaluator #4--- Evaluator #5---
Totals					
	Evaluator #1---74.5 Evaluator #2---74.5 Evaluator #3---76 Evaluator #4---69 Evaluator #5---74.5	Evaluator #1-- Evaluator #2-- Evaluator #3-- Evaluator #4-- Evaluator #5--	Evaluator #1-- Evaluator #2-- Evaluator #3-- Evaluator #4-- Evaluator #5--	Evaluator #1--- Evaluator #2--- Evaluator #3--- Evaluator #4--- Evaluator #5---	Evaluator #1--- Evaluator #2--- Evaluator #3--- Evaluator #4--- Evaluator #5---
	73.7%				

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF LAS VEGAS AND DOMENICI LAW FIRM P.C**

This Professional Services Agreement (“Agreement”) is hereby made and entered into by and between the City of Las Vegas, a New Mexico home-rule municipality (“City”), of 1700 North Grand Ave. Las Vegas, New Mexico, 87701, and Domenici Law Firm P.C. (“Contractor”), of 320 Gold Avenue SW Suite #1210 Albuquerque New Mexico 87102, P.O Box 4295 on this _____ day of October 2024 (“Effective Date”). Throughout this Agreement, either of the aforementioned parties may be referred to as “Party” or both of the aforementioned parties may be referred to collectively as “Parties.”

Recitals

WHEREAS, the City desires to hire Contractor to perform those certain services as described in the Scope of Services portion of this Agreement; and

WHEREAS, the Contractor desires to perform the Scope of Services as detailed in this Agreement pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and any attachments or exhibits to this Agreement, which are incorporated herein by reference, and the covenants and agreements set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor and the City agree as follows:

1. SCOPE OF WORK

The Contractor shall fully and timely provide all deliverables described herein in strict accordance with the terms, covenants, and conditions of the Contract. The agreement term will be for one year with the option for renewal up to four (4) years. The contract, including renewals and amendments thereof, may not exceed a total duration of four (4) years. The contract will begin upon final approval by the City Manager.

The Duties of the offeror shall include, but not be limited to the following services and requirements;

1. Knowledge of New Mexico water law and water rights administration.
2. Knowledge of issues regarding the administration of the Gallinas River including the upper Pecos underground water basin.
3. Knowledge of State Engineer water management regulations.
4. Knowledge of State Engineer administrative hearing and litigation processes.
5. Negotiation efforts to settling water rights litigation.
6. Perform water rights accounting and advise City personal on proper daily diversion and water management.
7. Assist and advise the City on potential water rights purchases and leases including applications.
8. General water resource planning and management.

9. Serve as Technical Expert in Water Rights Hearings.
10. Knowledge of 40 year water development planning.
11. Upper Gallinas stream forecasting and diversion modeling.
12. Assist and advise the City on adjudicated water rights.
13. Provide other water rights consulting services as needed.

2. COMPENSATION: Regular Services. Regular services to be provided under the terms of this Agreement by the Contractor shall include all those necessary to perform tasks assigned and described within the "Scope of Services" in Paragraph 1 above.

A. Compensation. Please refer to **Attachment "A"** entitled Rate Schedule

B. Time Records. Contractor shall provide to the City regular invoices detailing: (i) the amount of time spent, (ii) the service(s) provided by Contractor, and (iii) which Contractor employee provided the service(s).

C. Payment. Payment to Contractor shall be made by the City on a monthly basis upon receipt of Contractor's invoices.

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

3. TERM OF AGREEMENT: The term of this Agreement shall commence on the Effective Date, and may be terminated by either Party upon a 15 day written notice to the other Party, and if not terminated by written notice, then this Agreement shall terminate at the close of the business day on the 1 year anniversary of the Effective Date. The initial term may be extended from year to year through addendum for a maximum of 4 years unless the Agreement is terminated at any time with a 15 day written notice to the other Party. Any changes in fees under this Agreement must be in writing and signed by both Parties. Termination upon 15 day notice shall not nullify obligations or liabilities for performance or failure to perform by either Party incurred prior to the date of termination.

4. BENEFITS, TAXES: The Contractor does not qualify for any City benefits, including without limitation, vacation, over time, sick leave or retirement. Contractor acknowledges that he, and he alone, shall be liable for and shall pay to the New Mexico Taxation and Revenue Department the applicable gross receipts taxes on all monies paid to Contractor under this Agreement and the City shall have no liability for payment of such tax. Contractor also acknowledges that it, and it alone, shall be liable to the State or Federal Governments and/ or their agencies for corporate, income and self-employment taxes required by the law and that the City shall have no liability for payment of such taxes or amounts.

5. TERMINATION OF CONTRACT: Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City to terminate the Contractor at its discretion, with 15 days written notice. Nothing in the Agreement shall prevent, limit, or otherwise interfere with the right of the Contractor to terminate this Agreement, except that the Contractor shall give 15 days written notice of such termination.

6. DUTIES OF CONTRACTOR: The Contractor shall perform duties consistent with those associated, assigned and described within the "Scope of Services" in Paragraph 1 above.

7. PROFESSIONAL STANDARDS: The Contractor agrees to abide by and perform his duties in accordance with all applicable federal, state, and municipal laws, regulations, and ordinances.

8. STATUS OF CONTRACTOR: The Contractor is an independent contractor.

9. CONFLICT OF INTEREST: The Contractor shall abide by and perform its duties in accordance with all applicable federal, state and municipal laws, regulations and ordinances regarding any actual or perceived conflicts of interest.

10. OATH OF CONFIDENTIALITY: The Contractor agrees to maintain all confidences and/or privileged information in a manner consistent with all applicable laws.

11. WORKING FACILITIES: The Contractor may use City offices upon prior written consent of the City.

12. NO AUTHORITY TO BIND CITY: The Contractor shall not have any authority to enter into any contract or arrangement binding upon the City, or to create any obligations on the part of the City, except by prior written consent of the City.

13. WAIVER OF BREACH: The waiver by either Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision of the Agreement.

14. NOTICE: Any notice required to be given under this Agreement shall be deemed sufficient, if in writing, sent by mail to the last known address of the Contractor and the City.

15. SUBJECT TO OTHER DOCUMENTS: This Agreement is subject to the terms and conditions of the Statutes of New Mexico, the City's Charter, Resolutions, Ordinances and Administrative Regulations. All these Statutes, Charter, Resolutions, Ordinances and Administrative Regulations are incorporated by reference into this Agreement.

16. SUBCONTRACTING AND ASSIGNMENT: The Contractor shall not subcontract any portion of the services performed under this Agreement without the express prior written consent of the City. Contractor may not assign any interest in this Agreement, or any portion thereof, without prior written consent of the City.

17. PROFESSIONAL LIABILITY INSURANCE: The Contractor must at all times maintain Professional Liability Insurance. Contractor will provide and maintain its own insurance, to include liability insurance for the work described in this Agreement in amounts acceptable to industry standards so long as this Agreement is in effect. Policies of insurance will be written by companies authorized to write such insurance in New Mexico, and policies of insurance will be on forms properly filed and approved by the Superintendent of Insurance, State of New Mexico. Contractor shall furnish certificates of insurance to the City and shall deliver the certificates to the City Manager, 1700 North Grand Ave. Las Vegas, New Mexico, 87701. If Contractor subcontracts any part of its obligations under this Contract, the Contractor will include any or all

such subcontractors on its insurance policies or require such subcontractors to secure the insurance coverage required by the City. Contractor shall not begin any activities in furtherance of this Agreement until the required insurance has been obtained and proper certificates of insurance delivered to the City Manager. Neither approval nor failure by the City to disapprove insurance or certificates of insurance will relieve the Contractor of full responsibility to maintain the required insurance in full force and effect.

18. BINDING EFFECT: This Agreement shall be binding and shall ensure to the benefit of the successors and assigns of the City and the successor and assigns of the Contractor.

19. INDEMNIFICATION: Contractor agrees to indemnify and hold harmless the City, its elected officials, agents and employees from any and all claims, suits and causes of action which may arise from his performance under this Agreement. Contractor further agrees to hold the City harmless from all claims for any injury, damages or death sustained by Contractor, his employees, agents or other representatives while engaged in the performance of this Agreement, including without limitation all third party claims.

20. NEW MEXICO TORT CLAIMS ACT: Any liability incurred by the City in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 41-4-1, et. seq, 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 provisions of the New Mexico Tort Claims Act.

21. 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 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.

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

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

24. MISCELLANEOUS: This Agreement constitutes the entire agreement between the City and Contractor with respect to the subject matter herein, and all prior negotiations, writings, agreement and understandings are merged in and are superseded by this Agreement. No statement, promise or inducement made by the City or Contractor, either written or oral, which is not contained in this Agreement is binding between the City and Contractor. This Agreement shall be governed by the Laws of the State of New Mexico and the Ordinances, resolution, rules and regulations of the City, and the proper venue and jurisdiction for any litigation between the Parties shall be the Fourth Judicial District Court in Las Vegas, New Mexico. Each individual who signs this Agreement warrants and represents, under penalty of perjury, that he/she has full and complete authority to execute this Agreement on behalf of their respective entity. In the event that any of the terms of this Agreement are found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remainder of this Agreement shall continue in full force and effect. The City Manager shall have the final say as to the meaning of this Agreement, including, but not limited to, whether the deliverables were met or duties were fulfilled. The Contractor and its members or agents understand that they may appeal the decision of the City Manager to the City's Governing Body.

In witness whereof, the parties named above have duly executed this instrument as of this Effective Date.

CITY OF LAS VEGAS
Approved By:

CONTRACTOR:
DOMENICI LAW FIRM P.C

Tim Montgomery, City Manager

Signature

Attest:

Printed Name: _____

Casandra Fresquez, City Clerk

Position: _____

Approved as to legal sufficiency:



Attorney

**“ATTACHMENT “A”
DOMENICI LAW FIRM P.C
Rate Schedule**

CITY OF LAS VEGAS, NEW MEXICO

**Opening No. 2025-08
Water Rights Consulting & Legal Services**

**The hourly rate for Pete Domenici and D.L. Sanders is \$350.00 plus gross receipts tax and expenses.
The firm will bill half time for travel in New Mexico. Travel expenses include mileage, and actual
cost for meals and lodging.**



Approval Form

(Contracts, Lease Agreements, RFP's, MOU's, MOA's, Ordinances, Resolutions)

*Reviewed:
Carol [Signature] for Tim Montgomery
Tim Montgomery, City Manager

9/20/24
Date

**(if not signed by City Manager first, this document will not be forwarded to the Attorney for review and approval)*

Date Submitted: September 20, 2024

Department Submitting: Utilities

Submitter: Travis Martinez

Documents to be reviewed: Proposed Contract with Domenici Law Firm for Water rights consulting and Legal Services.

Deadline: **asap**

Submitter Comments: _____

Received by CM - Office Mgr/HR: _____ Date: _____

City Manager / HR Comments: _____

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

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

Changes: _____ Date: _____

1

[Signature]
Attorney Review

09/24/2024
Date

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

2

[Signature]
Finance Director

9-25-24
Date

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

3

[Signature]
Tim Montgomery, City Manager

9/25/24
Date

Received by City Clerk's Office
(Only if being placed on the Agenda)

Date: *[Signature]* 9/25/24



**CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM**

Meeting Date: October 9, 2024

Date Submitted: 10/2/24

Department: City Clerk

Item/Topic: Discussion/Direction to the Charter Commission regarding the duration of the Charter Review Commission and the term of each commission member.

The Governing Body is required to adopt a resolution establishing ballot question (s). This should be adopted by end of July 2025.

Fiscal Impact:

Attachments: 2024/2025 Charter Commission Calendar/2025 Regular Local Election Calendar

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.

Approved For Submittal By:



Department Director

Reviewed By:

Finance Director



City Manager

**CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN**

Resolution No. _____
Ordinance No. _____
Contract No. _____
Approved _____

Continued To: _____
Referred To: _____
Denied _____
Other _____

2024/2025 Charter Commission Calendar

Submission of Charter Revisions to City Council by April 30, 2025

DATE	ACTION	Charter
Completed on 9/11/24	Appointment of Charter Commission members	1.05B
On the 10/9/24 Agenda	Request for Proposal (RFP) Awarded to Attorney	1.05A
October 2024 through April 30, 2025	Charter Commission begins to meet regularly reviewing the charter with the assistance of contracted attorney.	
By or prior to April 30, 2025	Charter Commission makes recommendations to the Governing Body	
Between May and July 2025	Governing Body reviews and determines the final Charter update	
By July 2025	Governing Body adopts a resolution establishing ballot question (s)	

2025 Regular Local Election Calendar

Election to be held Tuesday, November 4, 2025

Note: Bolded dates are deadlines for Municipal Clerk. Blank lines below timeframes are for your targeted dates for completion (if different from the deadline dates)

TIME FRAME	DATE	ACTION	STATUTE
			1-22-16C
Between 120-150 days prior (Council meetings)	Between June 7, 2025 and July 7, 2025 <i>June 11th or June 18th</i>	Municipality must notify the Secretary of State of all municipal positions to be filled at the next local government election. [Recommend this be done by resolution]	1-22-4B
On 90th day	On August 6, 2023	Secretary of State issues resolution (proclamation) for a regular local election	1-22-4A
Prior to 70th day	<u>Prior to August 26, 2025</u>	Municipality must adopt any ordinances and/or resolutions to establish ballot questions NOTE: See the corresponding statutes for the timelines for the type of question being considered (GRT, Bond, Liquor, etc)	
By 70th day	By August 26, 2025	Deadline for County Clerk to submit any ballot questions to the Secretary of State for the Local Elections Ballot.	1-16-8
On 70th day	On August 26, 2025 9:00 AM and 5:00 PM	Candidate Filing Day - candidates file declaration of candidacy with the County Clerk NOTE: To be a candidate, a person must be registered to vote in the district on the date the proclamation calling a local election is filed in the office of the secretary of state [August 9, 2023] (1-22-3B)	1-22-7A
On 63rd day	On September 2, 2025 9:00 AM and 5:00 PM	Write-In Candidate Filing Day - candidates file declaration of candidacy with County Clerk NOTE: To be a candidate, a person must be registered to vote in the district on the date the proclamation calling a local election is filed in the office of the secretary of state [August 9, 2023] (1-22-3B)	1-22-8.1C
By 60th day	By September 5, 2025 By 5:00 PM	Deadline for County Clerk to certify candidate and place name on ballot	1-22-10A

TIME FRAME	DATE	ACTION	STATUTE
23rd day before until the Saturday before the election	Between October 13, 2025 to November 1, 2025	Early voting	1-6-5.7
By 7th day	By October 28, 2023	Deadline for any group of three candidates to file a written notice to appoint watchers for the election	1-22-13A
	November 4, 2025	Regular Local Election Day	1-22-3A
Between 6th day after and 10th day after	Between November 10, 2025 and November 14, 2025	Local Canvassing Board will meet to canvass election	1-13-13
No sooner than 24 days after	Starting November 28, 2025	Secretary of State issues certificates of election to the winning candidates and certifies the passage or defeat of any bond question	1-13-16B
	On January 1, 2026	Term of Office begins for newly elected candidates Note: The oath of office shall be issued before the candidate may enter upon the duties of the office.	1-22-18
Blackout periods for Special Elections (1-12-71)			
	70 days prior to or following any statewide election		