



City of Las Vegas

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

Mayor Louie A. Trujillo

**CITY OF LAS VEGAS
WORK SESSION CITY COUNCIL AGENDA
July 8, 2020–Wednesday– 5:30 p.m.
City Council Chambers
1700 N. Grand Ave**

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

I. CALL TO ORDER

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE

IV. MOMENT OF SILENCE

V. APPROVAL OF AGENDA

VI. MAYOR'S APPOINTMENTS/REPORTS

1. Approval to appoint Adrian Crespín as Police Chief for the City of Las Vegas.

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

VII. MAYOR'S RECOGNITIONS/PROCLAMATIONS

- Recognition of Police Chief David Bibb, III

David Ulibarri
Councilor Ward 1

Michael L. Montoya
Councilor Ward 2

Joseph P. Baca
Councilor Ward 3

David G. Romero
Councilor Ward 4

VIII. APPROVAL OF MINUTES (June 10th, June 17th, 2020)

IX. 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.) Public Input forwarded to the City Clerk will be read into the record.

X. PRESENTATIONS (Not to exceed 10-15 minutes per person)

- Presentation by Robert Archuleta, Community Development Grant Writer/Administrator and Liza Miller from Architectural Research Consultants, providing a final update for the Comprehensive Master Plan.
- Presentation by Stephen Aragon, Parks & Recreation Director providing an update on fees and operation hours for the Recreation Center.

XI. DISCUSSION ITEMS

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

William Taylor, City Manager Due to the current financial uncertainties and the deadline for the City's budget being delayed, many of said contracts cannot be renewed until a new budget is finalized.

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

Robert Archuleta, Grant Writer/Administrator The execution of the Biennial MOU requires local government to have in place an annual resolution by the Governing Body as a condition of receiving services from New Mexico MainStreet and ensuring MainStreet de Las Vegas and the City of Las Vegas mutually agree to support revitalization of the designated mainstreet locations with the City of Las Vegas.

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

Bill Hendrickson, Community Development Director The Cares Act has provided the Economic Development Administration to provide grants to communities suffering from COVID-19. The grant allows us to put Lodger's Tax projects towards a 20% match with EDA covering 80%.

This will be a regional effort, with the City acting as Fiscal agent. The Lodger's Board has given its approval.

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

Maria Gilvarry, Utilities Director The survey is a gas leak detection survey that is required by the State of New Mexico and is performed yearly.

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

Maria Gilvarry, Utilities Director These services will allow for maintenance and emergency repairs to the gas transmission line as needed.

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

Casandra Fresquez, City Clerk Resolution 20-33 establishes reasonable notice of Council meetings in compliance with Open Meetings Act. Approval of resolution is required annually. Council has requested a change to the current open meetings resolution.

7. **Resolution No. 20-39, to approve purchase of 2409 Cholla property.**

Scott Aaron, City Attorney The residential property was recently foreclosed on and the City has an opportunity to purchase the property for \$55,000.00 using funds from the City's Housing Authority and by obtaining the property as an asset, the Department for Housing and Urban Development has agreed to credit the City in the amount of \$112,000.00 against the City's outstanding HUD debt.

XII. EXECUTIVE SESSION

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

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

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

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

XIII. ADJOURN

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

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

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

June 4, 2020

Honorable Mayor Louie A. Trujillo
City of Las Vegas
1700 North Grand Avenue
Las Vegas, NM 87701

Dear Mayor Trujillo:

It is with great pride and honor that I submit to you this letter of interest for the position of Chief of Police for the City of Las Vegas. I am a retired Commander, having served twenty years with the Las Vegas Police Department.

I began my career as a Patrol Officer and worked my way up through the ranks of Investigator, Corporal, Sergeant, Lieutenant, Accreditation Manager, and Commander. Promoting through the ranks allowed me to leverage my skills to supervise personnel, investigate crimes, manage evidence, work with operational and grants budgets, creating and modifying policies and procedures, and instituting rules and regulations.

During my career I have received over twenty letters of Accommodation, two Exceptional Duty medals, and two Life Saving Medals.

I'm in my twenty-fourth year of Law Enforcement service and am currently employed as a Police Officer at New Mexico Highlands University. In my role there I assist the Chief of Police with daily operations to include assisting with management of the Law Protection Fund, Investigations, Background Checks, Evidence, attending meetings, providing ALICE Active Shooter training to University Faculty, Staff, Students, and the general public as a certified instructor. I assisted in obtaining and outfitting Police and Security Units from the Las Vegas Police Department. I am also on the University Emergency Management Team where I serve as the Operations Section Deputy Chief.

I have a good working relationship with the Fourth Judicial District Attorney's Office, District Court, Magistrate Court, Municipal Court, and other Law Enforcement Agencies, as well as support services such as Probation and Parole, Juvenile Probation Office, CYFD, Drug Court, DWI Court, and the Tri-County Family Justice Center.

My Vision for the Las Vegas City Police Department:

- To create a unified Police Department
- Police Officer wellness and safety
- Improve Recruitment, Hiring, and Retention of Police Officers
- Provide Training and Education Opportunities

-
- Expand Public Relations to the Las Vegas community through transparency and accountability
 - Provide recognition to staff who go above and beyond
 - Advance Technology
 - Collaborate with community entities and other Law Enforcement Agencies
 - Strive to be a premiere Law Enforcement Agency

I am confident that my background as an experienced veteran Law Enforcement Leader will be extremely beneficial to the Las Vegas Police Department. I look forward to serving as your Chief of Police.

Respectfully,

Adrian Crespín

Adrian Crespín
933 Palo Verde Drive
Las Vegas, NM 87701

City of Las Vegas Job Description

JOB TITLE: Chief of Police **JOB CODE:** 1201
PAY GRADE: 51 As Per Current Pay Plan - 2010
DEPARTMENT: Las Vegas Police Department
DIVISION: Administration

SUPERVISION RECEIVED: This position is a Department Head level position and work is performed under the direct supervision of the City Manager. This position is appointed and dismissed by Mayor and confirmed by the Council, upon recommendation by the City Manager. The position does not fall within the city's Merit System pay Plan for the purposes of dismissal. (Authority: Art. III, Section 8 of the City Charter, and Section 2-6-10.2 (A) of the City's Personnel Rules and Regulations)

SUPERVISION GIVEN: Supervises and directs the Police Department.

PURPOSE AND NATURE OF JOB

The Chief of Police is the executive head of the Department of Police. He is vested within and responsible for the total administration and operation of the department.

He/she is a commissioned Police Officer of the City of Las Vegas.

Due to federal, state and departmental laws and/or regulations, must be able to maintain confidentiality and security regarding all legal and operational matters learned, seen or heard as a result of employment.

DESCRIPTION OF TASKS PERFORMED

- The Chief of Police will establish all policy and operation procedures relative to the responsibilities of this department. He/she is responsible for the recruitment, training, and commissioning of all police personnel and the hiring, training, and work description of all other employees.
- Oversees day to day departmental functions including performing a variety of complex administrative, supervisory and professional work in planning, coordinating and directing the activities.
- He/she is responsible for the total program development of the following major areas; Public Safety Planning, Parking and Traffic Enforcement, Alarm System, records Maintenance, Communications System, Personnel Administration, Budgeting, and Investigation Follow-Up of all crime within a Municipal setting.
- Meet with elected or appointed officials, other law enforcement officials, community and business representatives and the public on all aspects of the Department's activities.

- Explain, justify and defend department programs, policies and activities; negotiate and resolve sensitive and controversial issues.
- Attend or designate personnel to attend conferences and meetings to keep abreast of current trends in the field; represent the City Police Department in a variety of local, county, state and other meetings.
- Attend and participate in City Council meetings, professional group meetings, and related events; stay abreast of new trends and innovations in the field of law enforcement.
- Represent the Police Department to other departments, elected officials, media and outside agencies; coordinate assigned activities with those of other departments and outside agencies and organizations.
- Respond to and resolve difficult and sensitive citizen inquiries and complaints.
- Ability to deal with the public in a pleasant and courteous manner.
- Proficiently operate and maintain all equipment necessary in the performance of duty.
- Ability to perform work requiring good physical condition.
- Shall follow all City of Las Vegas and Departmental Rules, Regulations, Policies, Procedures, etc., and shall ensure compliance by subordinates.

DESCRIBE MACHINE, TOOLS, EQUIPMENT, WORK AIDS USED

Copy machine, calculator, computer and printer, telephone, television, VCR/DVD, automobile, tape recorder, ear phones, fax machine and other general office materials and equipment. Standard issue police equipment necessary to fulfill the duties of the position.

GENERAL EDUCATION REQUIREMENTS

Must have a high school diploma or GED Equivalent; must have completed appropriate level of management training courses. Police administration experience preferable.

SPECIAL VOCATIONAL REQUIREMENTS

LICENSE:

Must possess a valid New Mexico Class V Operators drivers license and be insurable by the City's insurance carrier.

CERTIFICATION:

Basic Law Enforcement Training Certification
 Ability to meet Department's physical standards.
 CPR Training

SKILLS:

Skill in the use of the tools and equipment of the trade. Ability to train and supervise subordinate personnel. Ability to perform work requiring good physical condition. Ability to effectively communicate in writing and verbally. Ability to establish and maintain effective working relationships with subordinates peers and supervisors. Ability to give verbal and written

instructions. Ability to make independent judgments which have critical impacts. Ability to deal with the public in a pleasant and courteous manner. Must have excellent analytical, communicative and supervisor skills. Must be skilled as a liaison between the Police Department and other Law Enforcement Agencies and city Government.

Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations. Ability to write reports, business correspondence, and procedure manuals. Ability to effectively present information and respond to questions from groups of managers, clients, customers, and the public. Ability to communicate expectations to Officers and other subordinates through routine performance reviews.

Ability to calculate figures and amounts such as discounts, interest, commissions, proportions, percentages, area, circumference, and volume. Ability to apply concepts of basic algebra and geometry.

Ability to work with mathematical concepts such as probability and statistical inference, and fundamentals of plane and solid geometry and trigonometry. Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations.

Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form. Ability to define problems, collect data, establish facts, and draw valid conclusions. Ability to interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables.

KNOWLEDGE:

Must have current knowledge and understanding of administration of Police Services. Thorough knowledge of modern law enforcement principles, procedures, techniques, and equipment. Thorough knowledge of applicable laws, ordinances, and department rules and regulations. Must be proficient in liaison between this department and other Law Enforcement Agencies or related agencies.

WORK ENVIRONMENT:

Work is performed indoors and outdoors and occasionally in confined spaces. Subject to shift work, extended shifts, call-back status, and on-call status. Possibility of exposure to physical risk. The noise level in the work environment is usually moderate to loud occasionally.

**PHYSICAL
REQUIREMENT:**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job the employee is regularly required to: walk, sit, use hands and fingers, reach with hands and arms, talk and hear. May be required to stand for long periods. The employee must regularly lift and/or move up to 25 pounds and occasionally lift and/or move up to 100 pounds or more. This position must comply with physical fitness standards as set forth by the Department. Specific vision abilities required by this job include close vision, color vision, and ability to adjust focus.

NOTE: Due to the sensitivity of confidential information the position is subject to drug testing both pre-employment and random as set forth in the City of Las Vegas Drug Policy.

Job description approved and adopted by City Council on _____

CITY MANAGER

DATE

EMPLOYEE

DATE

tdm/Apr2011

**MINUTES OF THE CITY OF LAS VEGAS CITY COUNCIL WORK SESSION MEETING
HELD ON WEDNESDAY, JUNE 10, 2020 AT 5:30 P.M. IN THE CITY COUNCIL
CHAMBERS**

MAYOR: Louie A. Trujillo

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

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

CALL TO ORDER

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

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Mayor Trujillo asked for a moment of silence to join in solidarity with all 650 cities around the United States that are protesting violence and misuse of force on minority people, particularly black lives. Mayor Trujillo asked for a moment of silence for George Floyd's family and everyone who has been affected.

Mayor Trujillo advised the City has always been open and welcoming to everyone, all walks of lives and will never stop. Las Vegas is full of multi culture from people all over the world and is a very welcoming community.

APPROVAL OF AGENDA

Mayor Trujillo requested to amend the agenda to go into executive session right after presentations to discuss legal matters.

Councilor Romero made a motion to amend the agenda as requested by Mayor Trujillo. Councilor Montoya seconded the motion. Mayor Trujillo asked for a roll call. Roll Call Vote was taken and reflected the following:

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

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

City Clerk Casandra Fresquez introduced the new Human Resources Director Donna Castro.

The Governing Body welcomed HR Director Donna Castro.

APPROVAL OF MINUTES

Councilor Ulibaarri, Jr., made a motion to approve the minutes for the May 13 and May 20, 2020 meetings. Councilor Romero seconded the motion. Mayor Trujillo asked for a roll call. Roll Call Vote was taken and reflected the following:

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

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

PUBLIC INPUT

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

PRESENTATIONS

Diego Trujillo with the San Miguel Complete Count Committee and Benny Ortiz gave a presentation regarding the 2020 Census Outreach. Mr. Trujillo spoke about the response rates, losses to the State, county and community and strategies developed to reach residents.

Mr. Trujillo spoke about the importance of Census related funding in the community and San Miguel County being a low response area. Mr. Trujillo advised there will be various incentive drawings at different locations around town for all those who want to file.

Discussion took place regarding how the City can help.

Councilor Montoya asked what the deadline was.

Mr. Trujillo advised it was extended to October 1st due to the coronavirus circumstances.

Councilor Baca advised he has concerns for the low response rate for San Miguel County and stated it's a good idea to have various people speak on the radio regarding the importance of the Census.

Mayor Trujillo gave a directive to City Manager Taylor to coordinate going to the radio stations to speak on the issue.

Discussion took place regarding the distribution of flyers, running ads in the Las Vegas Optic and possibly putting a laptop at the Senior Center and Utilities Department where people can access it.

Utilities Director Maria Gilvarry gave a brief presentation regarding the 2019 Drinking Water Quality Report for the City of Las Vegas. Utilities Director Gilvarry advised that the City of Las Vegas has excellent water and a great water source and all samples came back within or below standards in a good range.

Utilities Director Gilvarry advised the water is plentiful, of high quality and exceeds all EPA requirements.

Mayor Trujillo thanked Utilities Director Gilvarry for all her hard work.

Councilor Baca asked about scheduling a tour at the treatment plant for the Governing Body.

EXECUTIVE SESSION

Councilor Romero made a motion to convene into executive session for the purpose of discussing matters subject to the attorney client privilege pertaining to threatened or pending litigation in which the City of Las Vegas is or may become a participant, as permitted by Section 10-15-1 (H) (7) of the New Mexico Open Meetings Act, NMSA 1978. Councilor Ulibarri, Jr., seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

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

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

Mayor Trujillo advised they would make the executive session as brief as possible.

Councilor Romero made a motion to reconvene into Regular session after being in executive session for the purpose of discussing matters subject to the attorney client privilege pertaining to threatened or pending litigation in which the City of Las Vegas is or may become a participant, as permitted by Section 10-15-1 (H) (7) of the New Mexico Open Meetings Act, NMSA 1978, and advised only those matters were discussed and no action was taken. Councilor Montoya seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

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

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

DISCUSSION ITEMS

1. The Lodgers Tax Advisory Board requests to use lodger’s tax funding for the purchase of Marketing Software.

Lodgers Tax Chairman Krutik Bhakta advised the marketing software can help with marketing, video, animation and design for billboards or ads. Lodgers Tax Chairman Bhakta advised the software is about eighteen hundred dollars.

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

2. The Lodgers Tax Advisory Board requests to use lodger's tax funding for NM True Advertising.

Lodgers Tax Chairman Krutik Bhakta advised they would be spending sixty thousand but getting eighty thousand matched back. Lodgers Tax Chairman Bhakta advised the board suggested using digital to be able to reach more people.

Mayor Trujillo gave a brief breakdown of what lodgers tax is and how it's used.

Councilor Romero asked how things were being done before without the software.

Lodgers Tax Chairman Bhakta advised the licensing probably expired and the software now is on a cloud base.

Councilor Romero asked about the purchase of two licenses and how to monitor if the license is placed on a personal computer for personal use.

Community Development Director Bill Hendrickson advised the software and license would be under the control of IT.

Councilor Romero asked if there were procedures in place to make sure it's not being used for home use.

Community Development Director Hendrickson advised that was correct.

Lodgers Tax Chairman Bhakta advised using monies towards the software to bring visitors into the community.

Councilor Romero thanked Mayor Trujillo for taking the items to council because the council was bypassed on a lot of items in the past.

Councilor Montoya thanked Lodgers Tax Chairman Bhakta for attending the council meeting and discussion took place regarding if the business community would be able to use the software.

Discussion took place regarding what approach the state will use for marketing and to align ourselves with what they're doing and also if it was true that Las Vegas was considering opting out of NM True.

Councilor Baca asked about why Las Vegas is never featured on tv commercials and he was advised it cost too much money and wanted to know if that was true.

Wid Slick advised last fall they applied and will be able to run the commercials on the NM True station this fiscal year.

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

3. The Lodgers Tax Advisory Board requests to use lodger's tax funding for City Tourism and Film Tourism Websites.

Lodgers Tax Chairman Krutik Bhakta spoke about the upkeep and hosting of tourism websites such as vistlasvegasnm and the film website.

Councilor Romero asked who would be managing the websites.

Lodgers Tax Chairman Bhakta advised the media coordinator.

Councilor Romero asked what the procedures are for uploading things to the websites.

City Manager Taylor advised everything that is put on the websites gets his approval first.

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

4. Resolution #20-25 to accept grant agreement, (Project No. LVS-20-02) for the purchase of Tractor Equipment for the Las Vegas Municipal Airport.

Public Works Manager Daniel Gurule advised the equipment is for a lawn mower to cut weeds around reflectors.

Discussion took place regarding the size of the lawn mower.

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

5. Resolution #20-26 to apply for and accept grant offer on the Las Vegas Airport and award bid #2020-10, crack seal and marking to American Road Maintenance Inc. contingent on receiving a grant administered by the Federal Aviation Administration (FAA).

Public Works Manager Daniel Gurule advised he was seeking approval of resolution #20-26 to apply for and accept grant offer on the Las Vegas Airport and award bid #2020-10, crack seal and marking to American Road Maintenance Inc. contingent on receiving a grant administered by the Federal Aviation Administration.

Discussion took place regarding why it takes a company from out of town to do the work and also looking into including language in the contracts to hire people from Las Vegas.

Discussion took place regarding the possibility of having flights to Albuquerque and other areas.

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

6. Resolution #20-28 to increase the budget of the Senior Center Program by \$11,700 thanks to an emergency assistance payment from San Miguel County to assist the seniors enrolled in the Senior Center Program in San Miguel County.

Senior Center Manager Wanda Salazar advised she received a call from the San Miguel County Manager Vidal Martinez asking if they needed any assistance for the seniors. Senior Center Manager Salazar advised she thought seniors needed toiletries and non perishable items to avoid them having to go out in public. Senior Center Manager Salazar advised it was difficult during the COVID-19 situation to find certain items but they have begun to disperse items to the seniors.

City Manager Taylor advised it is money from the County and all they are doing is accepting money to help people.

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

7. Publication of Ordinance 20-03, amending the current Fire Code.

Deputy Fire Chief Steven Spann advised the previous ordinance was outdated and so they wanted to bring an updated ordinance that the State Fire Marshal adopted and also in addition will establish a fire prevention and enforcement bureau. Deputy Fire Chief Spann advised there would be an addition to the ordinance that would include a fire marshal position and a fee and penalty schedule to enforce the codes in the City.

Discussion took place regarding the different types of permits that would be issued through the Fire department and who would have the position of the fire marshal.

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

8. Resolution #20-27, a resolution to adopt a municipal records retention schedule and email retention guidelines.

City Clerk Casandra Fresquez advised the schedule was developed to provide a uniformed retention schedule for the Clerk's office. City Clerk Fresquez advised they were using the State Records and Archives schedule which was very difficult to manage and determine what series records belonged to. City Clerk Fresquez mentioned the Clerks from the Municipal League put the schedule together which follows all State statutes.

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

Discussion took place regarding older minutes and if they were archived.

ADJOURN

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

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

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

Mayor Louie A. Trujillo

ATTEST:

Casandra Fresquez, City Clerk

**MINUTES OF THE CITY OF LAS VEGAS CITY COUNCIL REGULAR MEETING HELD
ON WEDNESDAY, JUNE 17, 2020 AT 6:00 P.M. IN THE CITY OF LAS VEGAS
COUNCIL CHAMBERS**

MAYOR: Louie A. Trujillo

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

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

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Councilor Montoya asked to remember those in the community who had gone before us, also Mr. Leo Armijo who had recently passed. He asked God for wisdom and knowledge for the Governing Body in regard to their decision making.

Marshall Poole with the AWC introduced “Lilly”, a 3 year old dog that was available for adoption and informed of the spay/neuter programs available at the Animal Welfare Coalition.

APPROVAL OF AGENDA

City Clerk Fresquez advised an amendment was needed on the agenda, removing the second presentation by Maria Gilvarry, as it was presented last month and was an oversight.

Councilor Romero made a motion to move Executive Session after Public Input, to move Councilors' Reports after City Manager's Report and to remove the 3 minute limitation on Councilors' Reports, as he felt that was not enough time for them to speak.

Councilor Baca seconded the motion.

Mayor Trujillo stated that they limited the public's input to 3 minutes and felt it was fair that Councilors should also limit comments to the same time. He understood that it could go over the time and he would be lenient if need be although asked for Council's consideration to stay within that time.

Councilor Montoya advised he had previously recommended moving Councilors' Reports after the Mayor's Report. He stated he was also concerned in regard to the 3 minute limitation on Councilors' Reports and felt as elected officials and representatives of their constituents, it was inappropriate to limit their time to speak.

Councilor Ulibarri, Jr. agreed with the 3 minute time limit, stating that community issues could be taken directly to the City Manager.

Councilor Baca advised he supported the Council members who thought the time limit was inappropriate, that the time limit was different between the public and the Governing Body, as they were the ones accountable for decisions made. He stated the Mayor only voted at the time of a tie and Councilors voted on issues without the Mayor's approval, per the City Charter. Councilor Baca advised he could not make an informed decision based on limited information and they needed to respect each other and work the meetings in harmony.

Mayor Trujillo stated that Robert's Rules needed to be reviewed and that for tonight's sake, he would forgo the time limit although more discussion needed to take place as a group.

Councilor Romero stated he would amend his motion to move Councilor's Reports after the Mayor's Reports and remove the 3 minute limitation on Councilors' Reports.

Councilor Baca agreed and seconded the motion.

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

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

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

MAYOR'S APPOINTMENTS/REPORTS

Appointment of elected official and alternate to the North Central New Mexico Economic Development District.

Councilor Montoya made a motion to nominate Councilor Romero to the board of the North Central New Mexico Economic Development District and Community Development Director, Bill Hendrickson as the alternate. Councilor Ulibarri, Jr. seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

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

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

COUNCILOR'S REPORTS

Councilor Ulibarri, Jr. congratulated the Housing Department for the work on demolition that took place and thanked the Public Works Department for the job well done on pothole repair.

Councilor Romero commended Dr. Taylor, Recreation Department staff and Mr. Archuleta regarding acquiring Legislative funds for the Creston Circle Park and advised that Public Surveys were handed out to those residents and the project would be moving forward soon after review of surveys.

Councilor Montoya thanked the Mayor, Council, City/Fire Department staff and the community for their cooperation in the recent City Cleanup and beautification project in Ward 2 as it saved the City money. He advised the KAB program would be applying for funding regarding future cleanups and thanked Dennis Rivera with

NMHU for providing staff to clean behind the 1129 area and there would be another cleanup with City and NMHU staff near the Recreation Center as well. He thanked City Manager Taylor and Public Works Director Gurule for assisting him with issues in the Pecos/Columbia Street area and encouraged the community to get involved in helping the City in any way possible and thanked everyone who has helped.

Councilor Baca informed that he wanted to pursue obtaining some funding for landscaping in the area of the Beall's parking lot, near the intersection. He advised he spoke with the carport business owner there to help with funding and would ask Lupe Trujillo the property owner for assistance as well.

MAYOR'S RECOGNITIONS/PROCLAMATIONS

Mayor Trujillo and Chief of Police Bibb recognized and presented Andrea Gutierrez with a plaque for her retirement, for 20 years of service and selfless dedication to the community and the City of Las Vegas Police Department. She served as the first female Corporal and Narcotics Agent, Canine Officer and was the first female Officer to retire from the Las Vegas Police Department.

Ms. Gutierrez thanked everyone and stated she loved working for the City of Las Vegas, she had left the City for a short period of time although wanted to come back to retire from the City.

Mayor Trujillo stated for the record, that every retiring employee would receive a ceremony.

PUBLIC INPUT

Casandra Fresquez read one public input received via electronic mail from Barbara Perea Casey regarding the opposition of zone change (Business Item #1).

Beth Rings (present) - Spoke on the issue regarding Business Item #3-Resolution 20-29 Budget Adjustment Resolution.

Mayor Trujillo advised Ms. Rings to leave her contact information and Finance Director Mary Romero would provide her an explanation of the transfer in question.

EXECUTIVE SESSION

Councilor Romero made a motion to enter into Executive Session to discuss matters subject to the attorney client privilege pertaining to threatened or pending litigation in which the City of Las Vegas is or may become a participant, as permitted by Section 10-15-1 (H)(7) of the Ne New Mexico Open Meetings Act, NMSA 1978. Councilor Ulibarri seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

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

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

Councilor Romero made a motion to reconvene back into Regular Session after discussing only matters subject to the attorney client privilege pertaining to threatened or pending litigation in which the City of Las Vegas is or may become a participant, as permitted by Section 10-15-1 (H)(7) of the New Mexico Open Meetings Act, NMSA 1978. Councilor Montoya seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

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

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

PRESENTATIONS

A detailed presentation was given by James Gallegos with DOT providing information on the Welcome to Las Vegas sign and maintenance requirements related to sign and median. He also informed of other road repair projects taking place within the City of Las Vegas.

Lengthy discussion and questions took place regarding the Welcome to Las Vegas sign, enhancement funding and potential street camera installation.

Mayor and Council thanked Mr. James Gallegos, Mr. Walter Adams and the New Mexico Department of Transportation for their involvement in the projects taking place within the City of Las Vegas and hoped to continue to work together.

CITY MANAGER'S REPORT

City Manager Taylor presented the City Manager's Report with current projects taking place as follows:

1. City Budget/decreased revenue
2. Recreation Center Reopened- 6.5.2020
3. Parks/Recreation-Park Improvements
4. City of Las Vegas/NMHU- Improvement of collaboration between colleges & the city
5. Utilities Customer Service lobby open-6.17.2020
6. Utilities, Fire, Parks/Rec. Depts. & Hermit's Peak Watershed Alliance-Implementation of NM Tourism Grant
7. Ban of Retail Sale of Fireworks-Governor Michelle Lujan-Grisham Executive Order
8. LV Fire Dept./County Fire Dept.-Joint RFP for Ambulance Services
9. Public Works-Continued repair of potholes & street sweeping
10. COVID-19 Testing City Employees (6.12.20)

FINANCE REPORT

Finance Director Mary Romero presented the Finance Report for the month ending May 31, 2020 (92% of year lapsed), reporting the General Fund revenue at 97% (\$11,046,42) and expenditures came in at 80% (\$10,429,524). She advised the City would probably be seeing a decrease in gross receipts tax next month.

Mayor Trujillo asked if there was anything they needed to be alerted to regarding the City's budget.

Finance Director Romero advised that there were a couple of funds running low as far as available balances due to large annual and sick/leave payouts for employees who had left the City.

Mayor asked if there was a possibility to look at changing the payouts and limiting annual and sick leave.

Finance Director Romero advised that Human Resource Director Donna Castro would be discussing that later as an agenda item.

Brief discussion took place regarding the limited hours of operation at the Recreation Center and how it affected the City's revenue.

Finance Director Romero reported the Enterprise Funds revenue at 89% (\$15,153,651) and expenditures at 73% (\$15,305,785).

Mayor Trujillo asked if there was any state funded money that the City had not yet used for particular projects.

City Manager Taylor advised that it has been a concern and they were trying to encumber all those monies although there was a couple that could not be protected.

Ms. Romero clarified that there was only one that could not be protected.

Finance Director Romero reported the Recreation Department revenue at 78% (\$492,149) and expenditures were at 81% (\$585,866).

Brief discussion took place regarding the General Fund transfers and also the expenditures regarding the Recreation Center operations.

Finance Director Romero reported the Lodgers Tax Promotion revenue at 90% (\$341,144) and expenditures at 50% (\$275,740) with a surplus of 65,404.

Mayor Trujillo commended Finance Director Mary Romero for the important work she did in the Finance Department.

Ms. Romero advised that a loan had been paid off to the New Mexico Finance Authority on June 1, 2020 to purchase police vehicles and we would be receiving a refund for overpayment.

CONSENT AGENDA

1. Approval of The Lodgers Tax Advisory Board request to use lodger's tax funding for the purchase of Marketing Software.
2. Approval of The Lodgers Tax Advisory Board request to use lodger's tax funding for NM True Advertising.
3. Approval of The Lodgers Tax Advisory Board request to use lodger's tax funding for City Tourism and Film Tourism Websites.

4. Approval of Resolution #20-25 to accept grant agreement, (Project No. LVS-20-02) for the purchase of Tractor Equipment for the Las Vegas Municipal Airport.

Resolution 20-25 was presented as follows:

Resolution No. 20-25

A RESOLUTION OF THE CITY OF LAS VEGAS MUNICIPAL AIRPORT WITH THE NEW MEXICO DEPARTMENT TRANSPORTATION (NMDOT) AVIATION DIVISION.

WHEREAS, the City of Las Vegas Municipal Airport has received a NMDOT Aviation Grant Agreement (Project No. LVS-20-02) to provide funding for the purchase of Tractor Equipment; and

WHEREAS, the total amount of the agreement grant is \$40,222.00, NMDOT Aviation portion 100%; and

WHEREAS, the City of Las Vegas Municipal Airport will work in accordance with the funding requirements of the Grant agreement, Project No. LVS-20-02; and

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS, NEW MEXICO that the recitals are incorporated herein by reference and the Governing Body hereby accepts the Grant Agreement through the NMDOT Aviation Division for the Las Vegas Municipal Airport.

APPROVED AND ADOPTED this ____ day of June, 2020.

Mayor Louie A. Trujillo

ATTEST:

Casandra Fresquez, City Clerk

REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY ONLY:

Scott Aaron, City Attorney

5. Approval of Resolution #20-26 to apply for and accept grant offer on the Las Vegas Airport and award bid #2020-10, crack seal and marking to American Road Maintenance Inc.

Resolution 20-26 was presented as follows:

CITY OF LAS VEGAS, NEW MEXICO
Resolution No. 20-26

**A RESOLUTION TO APPLY FOR AND ACCEPT THE GRANT
OFFER ON THE LAS VEGAS AIRPORT CRACK SEAL AND
MARKING**

WHEREAS, the City of Las Vegas (“City”) solicited bids on May 5, 2020 for Crack and Seal Marking at the City’s Municipal Airport (“Airport”); and

WHEREAS, the City received a bid #2020-10 from American Airport Maintenance, Inc. (“AAM”), of Itasca, Illinois, and desires to grant the contract to AAM; and

WHEREAS, expects to receive a financial grant from the Federal Aviation Administration (“FAA”) in the amount of \$170,408.00 and a financial grant from the State of New Mexico (“State”) in the amount of \$9,856.00; and

WHEREAS, the City would have to contribute \$9,857.00 in order to receive the State grant; and

WHEREAS, the total amount of the grant would be \$190,121.00 to include gross receipts tax, with the FAA’s portion being 90%, the State’s portion of 5% and the City’s portion of 5%; and

WHEREAS, the aforementioned grants (“Grants”) are provided in accordance with the FAA and State Department of Transportation Aviation Division for the City’s Municipal Airport; and

WHEREAS, the Grants will be used to maintain the Airport runways, taxiways and markings.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS, NEW MEXICO, that the recitals are incorporated herein by reference and the Governing Body hereby grants the contract for bid #2020-10 to American Airport Maintenance, accepts the Grants and agrees to contribute the City’s portion, and to use the Grants for the maintenance of the Airport’s runways, taxiways and markings.

APPROVED AND ADOPTED this _____ day of June, 2020.

Mayor Louie A. Trujillo

ATTEST:

Reviewed and approved as to legal sufficiency only:

Casandra Fresquez, City Clerk

Scott Aaron, City Attorney

6. Approval of Resolution #20-28 to increase the budget of the Senior Center Program by \$11,700.

Resolution 20-28 was presented as follows:

**STATE OF NEW MEXICO
MUNICIPALITY OF CITY OF LAS VEGAS
RESOLUTION NO. 20-28**

**A RESOLUTION TO INCREASE THE BUDGET OF THE CITY OF LAS VEGAS SENIOR
CENTER PROGRAM BY \$11,700.00**

WHEREAS, the City of Las Vegas Senior Center Program was awarded \$11,700 for Emergency Assistance from San Miguel County for the Seniors enrolled in the Senior Center Program.

WHEREAS, the amount awarded is \$11,700 for the benefit of Seniors enrolled in the Senior Center Program because of COVID-19.

WHEREAS, the intent of the \$11,700 funding is to keep seniors at home as long as possible to reduce the risk of them contacting the COVID-19 virus.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LAS VEGAS, NEW MEXICO, that:

San Miguel County awarded the City of Las Vegas Senior Center Program \$11,700 for the Seniors enrolled in the Senior Center Program for purchasing nonperishable food items and toiletries to help in the effort of keeping seniors home to assure our Senior population stays out of harm's way because of COVID-19.

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

MUNICIPAL GOVERNING BODY:

LOUIE TRUJILLO, MAYOR

ATTEST:

Casandra Fresquez, City Clerk

Approved as to Legal Sufficiency Only

City of Las Vegas Attorney

7. Approval to Publish Ordinance 20-03, amending the current Fire code.
8. Approval of Resolution #20-27, resolution to adopt a municipal records retention schedule and email retention guidelines.

Resolution 20-27 was presented as follows:

**CITY OF LAS VEGAS
RESOLUTION NO. 20-27**

**A RESOLUTION TO ADOPT A MUNICIPAL RECORDS RETENTION SCHEDULE
and EMAIL RETENTION GUIDELINES**

WHEREAS, The Governing Body recognizes that a records information management and retention policy is essential to the proper maintenance, storage, and destruction of all records used, created, received, maintained or held by the Municipality; and

WHEREAS, Previous schedules prepared by the NM State Records and Archives Division and utilized by municipalities have been repealed by NM State Records and Archives; requiring the development of a “New Mexico Municipal Records Retention Schedule” as prepared by the NM Municipal Clerks and Finance Officers Association; and

WHEREAS, This policy will reduce requirements for storage space, ensure consistency in disposition and handling, reduce chances for reckless disposal, and ensure compliance with the state of New Mexico retention requirements.

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

Section 1. Municipal records will be held in accordance with the New Mexico Municipal Records Retention Schedule, as attached hereto. Such schedule may be updated from time to time by the Municipal Clerk to reflect any federal, state, or local changes in retention requirements.

Section 2. Records may be stored in electronic format, as appropriate and otherwise allowable, in accordance with guidelines established by the Municipal Clerk.

Section 3. Electronic messages (E-mail) shall be held in accordance with the email retention guidelines attached hereto.

Section 4. All previous retention schedules and email policies are hereby rescinded.

ADOPTED THIS ____ DAY OF June, 20__.

Mayor Louie A. Trujillo

ATTEST:

Approved for legal sufficiency:

E-mail Retention Guidelines

1. What are the retention requirements for E-Mail?

E-mail communications relating to municipal business are part of the Municipality's records and shall be retained depending upon the nature of the document, consistent with the retention requirements for that type of document. E-mail may include public records or transitory information. Only those e-mail classified as public records in the Public Records Act, or the Municipality's adopted records retention schedules, must be retained based on established retention periods published therein. The content of e-mail may vary considerably; therefore, each e-mail shall be evaluated to determine if it meets the definition of a public record.

2. Which E-mail constitute public records?

E-mail and attachments identified as public records shall be retained and stored for as long as required under the appropriate retention period provided in the Municipality's adopted records retention schedules. E-mail that are public records include but are not limited to:

- A. Policies and directives;
- B. Correspondence or memoranda that contain final directives, determinations, instructions or guidance regarding public business;
- C. Minutes of the Governing Body or Boards and Commissions, advisory groups, ad-hoc committees or work groups developing programs;
- D. Messages that authorize, establish or complete a business transaction; or
- E. Final reports or recommendations such as to the Governing Body or Boards and Commissions or produced by task forces or study groups.

3. Which E-mail are NOT public records?

Non-record and transitory e-mail do not set policy, provide directives, establish guidelines or procedures nor do they certify transactions; they may be destroyed at the discretion of the user. Non-record and transitory e-mail include but are not limited to:

- A. Duplicate copies of messages sent to multiple people;
- B. Personal messages and announcements not related to official City business;
- C. Preliminary drafts of letters, reports and memoranda;
- D. Messages considered brainstorming or preliminary thought processes in nature, reflecting the exchange of ideas preliminary to the development of a final decision or position of the City;
- E. Transmittal e-mail that do not add substantive information to the attachment(s) being transmitted;
- F. Copies of documents distributed for convenience or reference;
- G. Announcements of social events, such as retirement parties;
- H. Spam (unsolicited, commercial E-mail); and

I. Messages to or from E-mail distributions lists (listserv) not directly related to City business.

4. Other Considerations

A. E-mail should be filed in a manner that enhances accessibility and assists in records management and retention.

B. The attachment an e-mail contains falls under records management, not the e-mail which transmits it unless the body of the email adds substantive information to the attachment.

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

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

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

BUSINESS ITEMS

1. Conduct a public hearing and approval/disapproval to adopt Ordinance 20-02, amendment to the Official Zoning Map for the City of Las Vegas.

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

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

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

City Attorney Aaron asked anyone who wished to speak on the issue, to stand and be sworn in. Maria Perea was sworn in.

Planning and Zoning Coordinator Maria Perea advised that this was an ordinance amending the City of Las Vegas zoning map from an R-1 (Single family residential zone) to a C-3 (General Commercial Zone) for property located at 1412 - 6th Street, Las Vegas, NM at the request of the purchaser, Center Pointe Development

Group, LLC and the property owner, Pay & Save, Inc. She advised she would be speaking on behalf of the Center Pointe Development Group due to COVID-19 traveling restrictions. Ms. Perea stated that the Planning and Zoning Commission recommended that they change the North entrance to an exit, making it an easier access to 6th Street and Mills Avenue and advised she had received two letters, one opposing (due to road condition) and one for the zone change.

Mayor Trujillo stated it was important to take the concerns into consideration of those who wrote in.

Ms. Perea explained that there was already an entrance to the property on 6th Street and the exit would be on the North side close to Mills Avenue and it was recommended by Planning & Zoning and Public Works Director Gurule that it would be an exit only. She stated that it was agreed upon to make changes later in the process if needed.

Councilor Montoya asked how many people would be employed in the project and if they had received permission from NMDOT to make an exit onto Mills Avenue if need be.

Ms. Perea advised that the letter of intent stated that there would be 7-8 full time and part time employees to start with and advised that Mills Avenue did not belong to NMDOT anymore. She advised if they decided to change the entrance on North Mills they would need approval from the City's Public Works Department and the Council.

Councilor Montoya asked how close the exit was to Mills Avenue where they wanted it existing and felt that area was very congested and the exit should be onto Mills Ave.

Ms. Perea informed that Exhibit 4 showed the exit plan although it did not state how far and if that was the recommendation of the Council, they were willing to work with the City.

Councilor Baca requested that once they build, that they incorporate landscaping.

Ms. Perea advised that it was part of the final plan and they would probably incorporate xeriscaping.

Councilor Romero asked if it had already gone through Planning & Zoning and what the process was regarding their recommendations to have the entrance come off of Mills Avenue.

Ms. Perea advised that it had already gone through the Planning & Zoning Board and she would include Council’s recommendations in the letter to the company.

Councilor Romero stated that his concern was the damaged road in that area due to poor drainage and asked if we could possibly work with them on that.

Public Works Director Gurule advised that they could look into the drainage issue there.

Councilor Romero made a motion to approve the record proper. Councilor Baca seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

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

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

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

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

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

Councilor Montoya made a motion to adopt Ordinance 20-02, amendment to the Official Zoning Map for the City of Las Vegas. Councilor Romero asked the maker of the motion to include the Mills entrance to his motion.

Councilor Montoya stated “so moved”.

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

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

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

2. Approval/Disapproval of Resolution 20-09, authorizing the City of Las Vegas to Quitclaim a portion of 4th Street as per preliminary plat attached as Exhibit A and legal description noted on resolution.

Planning and Zoning Coordinator Maria Perea advised that the Las Vegas City Schools are requesting that the portion of 4th Street that is located between two Las Vegas City Schools be vacated in order to provide security for Robertson High School and Middle School. The applicant’s intent is to complete construction of a security fence. She informed that gates would be installed on the North end of 4th Street although it would allow First Responders and Teachers to enter or exit.

Discussion took place regarding previous parking issues at the school and how the gates would affect the surrounding residents.

Councilor Romero made a motion to approve Resolution 20-09, authorizing the City of Las Vegas to Quitclaim a portion of 4th Street as per preliminary plat attached as Exhibit A and legal description noted on resolution. Councilor Ulibarri, Jr. seconded the motion.

Resolution 20-09 was presented as follows:

**CITY OF LAS VEGAS, NEW MEXICO
Resolution No. 20-09**

A RESOLUTION TO QUITCLAIM OF A PORTION OF 4TH STREET TO THE LAS VEGAS CITY SCHOOLS, WITHIN THE CITY OF LAS VEGAS.
WHEREAS, the Las Vegas City Schools (“LVCS”) applied for the vacation of a portion of the right-of-way on 4th Street, from a point north of Baca Avenue to a point south of Friedman Avenue (“ROW Portion”), as seen on the Boundary Survey by Winston & Associates LLC Land Surveying and attached hereto as **Exhibit A**;

WHEREAS, the legal description of the ROW Portion is as follows:

A tract of land lying and being situate within Section 23, Township 16 North, Range 16 East, N.M.P.M. as projected into the Las Vegas Land Grant, Las Vegas,

San Miguel County, New Mexico, as shown on an unrecorded survey plat titled "BOUNDARY SURVEY PREPARED FOR LAS VEGAS CITY SCHOOLS," prepared by Edward G. Winston, PLS 6999, drawing No. 018-074 and more particularly described by metes and bounds as follows:

Commencing at the State of New Mexico Triangulation station "GOLF" thence S09°06'43"E A Distance Of 2995.33' to the northeast corner and **POINT OF BEGINNING** of this tract;

Thence S27°42'24"E A Distance Of 491.68' to the SE'ly corner of the tract;

Thence S62°17'36"W A Distance Of 80.00' to the SW'ly corner of the tract;

Thence N27°42'24"W A Distance Of 492.26' to the NW'ly corner of the tract;

Thence N62°42'48"E A Distance Of 80.00' to the **POINT OF BEGINNING**.

Said parcel contains .904 acres, more or less.

Said parcel is subject to any and all easements and matters of record.

WHEREAS, on May 26, 2020, the Las Vegas Planning and Zoning Commission, following adequate public notice, held a public hearing to receive public input concerning the proposed vacation of the ROW Portion and on May 26, 2020 adopted a motion recommending approval of the proposed vacation of the ROW Portion; and

WHEREAS, on June ___, 2020, the Governing Body of the City of Las Vegas, following adequate public notice, held a public hearing to receive public input concerning the recommendations of the Planning and Zoning Commission for the City of Las Vegas ("City") to vacate the ROW Portion to LVCS.

NOW, THEREFORE, BE IT RESOLVED that the Governing Body of the City of Las Vegas, New Mexico, hereby incorporates the recitals and any exhibits herein by reference and grants the following action in response to LVCS's application for the vacation of the ROW Portion. The Governing Body hereby adopts the following findings and resolves as follows:

1. The ROW Portion is currently being used predominantly as parking for students, faculty and staff at the Robertson High School campus;
2. The City does not have any use for the ROW Portion, because a permanent blockade has been in place for decades near 4th Street and Friedman Avenue ("Blockade") which prohibits the public from using the ROW Portion as a public thoroughfare on 4th Street between Baca Avenue and Friedman Avenue;
3. The City would benefit by not having to maintain the ROW Portion;
4. The City should quitclaim the ROW Portion to LVCS on the condition that the City and LVCS use a form of quitclaim deed substantially similar to **Exhibit B** attached hereto, and execute an agreement similar in substance to **Exhibit C** attached hereto.

PASSED, APPROVED AND ADOPTED this _____ DAY OF June, 2020.

Louie A. Trujillo, Mayor

Reviewed and approved as to legal sufficiency only:

Scott Aaron, City Attorney

Attest:

Casandra Fresquez, City Clerk

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

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

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

Mayor Trujillo took the opportunity to introduce Las Vegas City Schools Superintendent, Larissa Archuleta.

3. Approval/Disapproval of Resolution 20-29 Budget Adjustment Resolution.

Finance Director Mary Romero advised that the City of Las Vegas was requesting increases/decreases in the transfer line items for fund 216 Streets Dept. (decreases) to fund 214 Street Co-op Projects (increase) and fund 433 Rehab of Airport Projects (increase) to meet match requirements for NMDOT funded projects. An increase/decrease in the transfer line item from General Fund 101 to fund 273 Comprehensive master plan and revenue/expenditure increase in fund 433 Rehab of Airport Projects per amendment number 1 of Projects per amendment number 1 of Project no. LVS-19-01. She informed the Comprehensive Master Plan was 90% complete, it would be brought to Council for review in July and for approval in August and that the amount of the City’s match was \$33,704.

Councilor Romero made a motion to approve Resolution 20-29 Budget Adjustment Resolution. Councilor Montoya seconded the motion.

Resolution 20-29 was presented as follows:

CITY OF LAS VEGAS, NEW MEXICO
Resolution No. 20-29
A RESOLUTION TO MAKE BUDGET ADJUSTMENTS FOR THE
2019-2020 FISCAL YEAR

WHEREAS, the Governing Body of Las Vegas has developed a budget adjustment request for fiscal year 2019-20; and

WHEREAS, said budget adjustments were developed on the basis of increases in revenues, expenditures and transfers (in) out through cooperation with all user departments, elected officials and other department supervisors, please see attached schedule; and

WHEREAS, the City of Las Vegas is in need of making budget adjustments in the 2019-2020 fiscal year budget to include increases/decreases in the transfer line items from fund 216 Streets Dept. (decreases) to fund 214 Street Co-op Projects (increase), and fund 433 Rehab of Airport Projects (increase) to meet match requirements for NMDOT funded projects. An increase/decrease in the transfer line item from General Fund 101 to fund 273 Comprehensive master plan and revenue/expenditure increase in fund 433 Rehab of Airport Projects per amendment number 1 of project no. LVS-19-01 and in fund 214 to include the state funded portion of project numbers L400474 and L400446; and

WHEREAS, the Governing Body finds that the budget adjustment request should be approved as it meets the requirements as currently determined for fiscal year 2019-20.

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

APPROVED AND ADOPTED this _____ day of June, 2020.

Mayor Louie A. Trujillo

ATTEST:

Reviewed and approved as to legal sufficiency only:

Casandra Fresquez, City Clerk

Scott Aaron, City Attorney

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

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

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

BUSINESS ITEMS CONTINUED

4. Approval/Disapproval to Publish Ordinance 20-04, to amend the Code of the City of Las Vegas, Chapter 66, Personnel Rules, Section 52, entitled Vacation Leave.

HR Director Donna Castro advised the governing body to review and consider changes to City’s vacation policy so that policy reflects current practice. She informed that it had been the practice of the City to pay out 240 hours of vacation leave when someone left employment although the ordinance only allowed for 212 hrs for regular staff and 312 for Directors and the Human Resource Department wanted to change the ordinance to match the current practices.

Discussion and questions took place on previous practices regarding banked vacation time usage and an employee vacation leave program.

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

Ordinance 20-04 was presented as follows:

CITY OF LAS VEGAS, NEW MEXICO
Ordinance No. 20-04

AN ORDINANCE TO AMEND the Code of the City of Las Vegas, Chapter 66 Section 52 thereof, entitled “Vacation Leave”. This Ordinance is enacted pursuant to Section 2.02 of the City of Las Vegas Municipal Charter, and is an exercise of the City of Las Vegas home rule powers.

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

Section 1. Chapter 66 Section 52, entitled “Vacation Leave”, of the Code of the City of Las Vegas is hereby amended to read as follows:

A. Vacation leave shall be granted to regular employees according to the following guidelines:

(1) Regular full-time-status employees with one to 60 months of service (1 to 5 years) shall accumulate 8 hours of vacation leave per month.

(2) Regular full-time-status employees with 61 to 180 months service (5 to 15 years) shall accumulate 10 hours of vacation leave per month.

(3) Regular full-time-status employees with 181 months and over of service (15 years or more) shall accumulate 12 hours of vacation leave per month.

B. Department directors shall accumulate 12 hours of vacation leave per month equal to 18 working days per year regardless of seniority. Department directors shall be allowed to accumulate up to 312 hours of vacation leave equal to 39 regular working days. At no time will a Department Director accumulate more than 312 hours of vacation leave.

C. Scheduling. Vacation leave shall be taken in increments but the employee may only take vacation leave if it has been accumulated. The Department Director or designee thereof shall schedule, at their sole discretion, vacation leave for all regular-status employees upon the request of the employee one each calendar year, if the employee has accumulated 40 hours or more of vacation leave. No employee shall be granted more than 20 days or 160 hours of vacation leave within a 12 month period. Employees planning to utilize vacation leave shall give written notice of said leave, within a reasonable period of time, but no less than 5 working days prior to taking vacation.

D. Pay for unused vacation leave upon termination.

(1) Regular full-time status employees. Any vacation leave accumulated but not taken at the time of employment termination shall be paid in full, not to exceed 240 hours.

(2) Department Directors. Any vacation leave accumulated but not taken at the time of employment termination shall be paid in full, not to exceed 312 hours.

(3) The separation form must be signed by all appropriate parties prior to the payment of unused vacation leave.

E. Regular-status employees shall be allowed to accumulate up to 240 hours of vacation leave, equal to 30 regular working days. At no time shall the employee accumulate more than 240 hours of vacation leave.

F. Vacation leave is not accumulated for periods during the time an employee does not work due to suspension without pay, administrative leave without pay, or any other such leave identified to be without pay.

G. Donation of vacation leave time. Donation of vacation leave is prohibited.

H. Vacation leave upon retirement. An employee who has accumulated vacation leave at the time of their retirement shall have their leave paid out in a lump sum, in accordance with Section

66-52(D), by the City based upon availability of funds. This section applies retroactively to employees retiring after July 1, 2010.

Section 2. Severability. The provisions of this ordinance are declared to be severable, and if any portion of this ordinance, for any reason, is held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of this ordinance.

Section 3. Effective Date. This ordinance shall become effective upon the execution by the Mayor and the affirmative vote of the majority of the Governing Body.

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

Mayor Louie A. Trujillo

ATTEST: Reviewed and approved as to legal sufficiency only:

Casandra Fresquez, City Clerk

Scott Aaron, City Attorney

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

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

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

ADJOURN

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

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

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

Mayor Louie A. Trujillo

ATTEST:

Cassandra Fresquez, City Clerk

Work Session
CITY COUNCIL MEETING AGENDA REQUEST

DATE: 6/26/2020

DEPT: Executive

MEETING DATE: 7/8/2020

DISCUSSION ITEM/TOPIC: Resolution No. 20-36 A resolution to extend City Contracts until a budget is finalized.

BACKGROUND/RATIONALE: Due to the current financial uncertainties and the deadline for the City's budget being delayed, many of said contracts cannot be renewed until a new budget is finalized.

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

SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

William Taylor

WILLIAM TAYLOR, CITY MANAGER

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

FINANCE DIRECTOR
(PROCUREMENT)

CITY OF LAS VEGAS, NEW MEXICO
Resolution No. 20-36

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

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

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

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

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

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

APPROVED AND ADOPTED this _____ day of July, 2020.

Mayor Louie A. Trujillo

ATTEST:

Reviewed and approved as to legal sufficiency only:

Casandra Fresquez, City Clerk

Scott Aaron, City Attorney

Work Session
CITY COUNCIL MEETING AGENDA REQUEST

DATE: 6/11/20

DEPT: Community Development **MEETING DATE:** 7/8/20

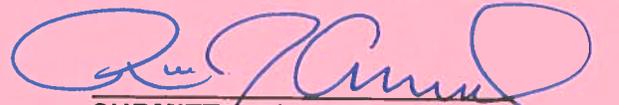
DISCUSSION ITEM/TOPIC: Biennial Memorandum of Understanding (MOU) Resolution 20-32 supporting a Public-Private Economic Development Project with New Mexico MainStreet and MainStreet de Las Vegas.

BACKGROUND/RATIONALE: The New Mexico MainStreet Program, the City of Las Vegas, and MainStreet de Las Vegas seek to increase the number of jobs and businesses and provide economic growth revitalization service to the property and business owners and residents of the mainstreet districts and work with local governments to ensure financial revitalization tools created through state statute for economic development. The execution of the Biennial MOU requires local government to have in place an annual resolution by the Governing Body as a condition of receiving services from New Mexico MainStreet and ensuring MainStreet de Las Vegas and the City of Las Vegas mutually agree to support revitalization of the designated mainstreet locations within the City of Las Vegas.

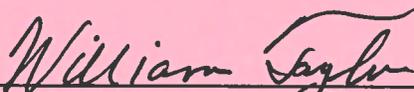
STAFF RECOMMENDATION: Approve Resolution 20-32 to retain the current status as a designated "Mainstreet" and allow Mainstreet de Las Vegas to continue to be eligible to receive services as a Mainstreet including funding.

COMMITTEE RECOMMENDATION:

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


SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:



WILLIAM TAYLOR, CITY MANAGER

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

MARY ROMERO, FINANCE DIRECTOR
(PROCUREMENT)

CITY OF LAS VEGAS, NEW MEXICO
Resolution No. 20-32

**A RESOLUTION SUPPORTING THE REVITALIZATION AND
ECONOMIC RE-DEVELOPMENT OF MAINSTREET PROJECTS
WITHIN THE HISTORIC DOWNTOWN COMMERCIAL DISTRICTS**

WHEREAS, the City of Las Vegas (the “City”) supports the revitalization and economic redevelopment of its historic commercial core consisting of the three historic downtown commercial districts of Bridge Street/Plaza Park Historic District, Sixth Street/Douglas Avenue Historic District and Historic Railroad District, hereinafter referred to as “Historic Districts”; and

WHEREAS, the City desires to maintain the economically vital and vibrant Historic Districts for its residents and visitors; and

WHEREAS, the City sees the economically healthy Historic Districts as one of its critical assets; and

WHEREAS, the City acknowledges that sustainable Historic Districts represent the unique history and culture of the local community; and

WHEREAS, the City wishes to maintain livable, walkable Historic Districts with opportunities to shop, work, live and discover recreational, tourist, cultural and heritage opportunities; and

WHEREAS, the City wishes to pursue a cooperative relationship with MainStreet de Las Vegas, a non-profit economic re-development organization, to enhance the quality of life for the community’s citizens via the implementation of asset-based economic development strategies under the MainStreet America’s “Four Points Approach”; and

WHEREAS, the City’s cooperative relationship with the MainStreet de Las Vegas Corporation may leverage technical assistance and other resources through the New Mexico Economic Development Department, and that the New Mexico MainStreet Program supports the economic re-development and revitalization of the Historic Districts.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas (“City Council”) that the recitals are incorporated herein by reference, and the City Council hereby (i) agrees to work cooperatively with the New Mexico Economic Development Department’s New Mexico MainStreet program by using the City’s resources, as available and at the sole discretion of the City Council, on a project by project basis, to create a successful economic development program through strategies established by the National MainStreet Center’s MainStreet Four Point Approach; (ii) agrees to work collaboratively with the MainStreet de Las Vegas 501(c)(3) corporation and the New Mexico Economic Development Department’s MainStreet Program regarding standards and principles of revitalizing and redeveloping the Historic Districts of the City; (iii) agrees to provide philosophical, planning and

coordination assistance for the MainStreet de Las Vegas 501(c)(3) corporation to support operations and projects under the specifications of the biennial MOU and a separate “services contract” with the local MainStreet organization; (iv) that the term of this Resolution shall be deemed effective July 1, 2020, and shall terminate on June 30, 2022.

APPROVED AND ADOPTED this _____ day of June, 2020.

Mayor Louie A. Trujillo

ATTEST:

Reviewed and approved as to legal sufficiency only:

Casandra Fresquez, City Clerk

Scott Aaron, City Attorney



**NEW MEXICO
MAINSTREET™**
ENGAGE PEOPLE · REBUILD PLACES
REVITALIZE ECONOMIES

Biennial Memorandum of Understanding (MOU)

July 1, 2020 – June 30, 2022

Between

**New Mexico MainStreet Program,
City of Las Vegas, and MainStreet de Las Vegas**

The State of New Mexico's Economic Development Department seeks to increase the number of jobs and businesses, sustain and expand existing businesses, mitigate commercial leakage, support local entrepreneurs in start-ups, and improve property values within traditional and historic commercial districts. To that end, it has dedicated resources, professional assistance and services to partnering municipalities and a local nonprofit organization representing stakeholders within the designated commercial district through the New Mexico MainStreet (NMMS), New Mexico Arts & Cultural District (ACD), and Frontier and Native American Communities Initiative programs. The partners of this MOU agree to dedicate collaborative resources, adopt local economic growth and revitalization tools, and establish economic development funding for operations and program implementation to restore economic vitality within the MainStreet economic redevelopment district.

New Mexico MainStreet (NMMS) is a designated "Main Street America Coordinating Program" of the National Main Street Center, Inc. (NMSC), a subsidiary of the National Trust for Historic Preservation. The New Mexico Economic Development Department (NMEDD) is licensed and accredited annually to administer the NMSC's *Main Street Four-Point Approach*® downtown revitalization. It does so through the NMSC's "Economic Transformation Strategies."

The New Mexico MainStreet (NMMS) program is an economic development partnership program with local, eligible communities. The NMEDD, by New Mexico State Statute (New Mexico MainStreet Act 3-60B-1 to 3-60B-4 NMSA 1978, as amended 2013, and the Arts and Cultural District Act 2007), is authorized to select local partners to participate in the New Mexico MainStreet's program based on the standards and principles set forth by the NMSC and when legislative appropriation allows. Local partners (the local revitalization organization and the local governing body), join their resources (human, social and financial) to directly support the economic development of the district.

As a NMSC Main Street America Coordinating Program, NMMS provides local MainStreet organizations and their local government partners with resources, training, and technical services that enhance local culture and heritage, and build the economic vitality of each participating community's downtown, village plaza, town center, courthouse square, historic commercial corridor or traditional neighborhood central business district.

The local government partner (municipal, county or tribal government) financially supports the work of a community economic development partnership within the dedicated MainStreet district for both operations and program

implementation through a service contract with the local, state-designated MainStreet organization. Since the NMMS program and its designation of local partners are established by state statute, and with the understanding that the service contract binds the local MainStreet organization to implementation of economic development projects which have a fair-market value in exchange for funds received, local government partners remain in compliance with anti-donation clause of the New Mexico Constitution.

The local MainStreet organization is an economic development organization comprised of downtown stakeholders, whose programs, projects, and activities enhance the local downtown economy and contribute to the quality of life of its citizens. The organization builds local partnerships to leverage resources and buy-in for the revitalization of the district.

This MOU commits partners to the criteria defined in New Mexico MainStreet Program Guidelines (Attachment 1).

This MOU covers a period of two (2) years beginning July 1, 2020. Once fully executed by all parties on the signature page below, it replaces any previous Letters of Agreement (LOA) or MOU related to the NMMS program of the NMEDD.

I. PARTICIPATION AND COMMITMENT UNDER THIS MEMORANDUM OF UNDERSTANDING

The local Governing body of the **City of Las Vegas** and the **MainStreet de Las Vegas** agree to abide by the eligibility and participation requirements as set forth below. The local governing body's official representative and the steering committee or Board of the local MainStreet organization have read and understand the Accreditation requirements of the NMMS Program and the NMSC's "Accreditation Standards" as set forth in Attachment 1.

II. REQUIREMENTS OF THE LOCAL MAINSTREET ORGANIZATION

- A. Provide community economic growth revitalization services to the property and business owners and residents of the district through the Main Street Four-Point Approach[®], and in alignment with the guidelines of the NMSC.
- B. The organization has a fully executed Memorandum of Understanding (MOU) with the Economic Development Department.
- C. The organization has a separate annual contract of services with the local government partner(s) (municipality, county, and/or tribal government) to do community development work within the designated MainStreet and/or ACD district. The organization must supply NMMS with a copy of the executed agreement annually.
- D. Work with the local government partner(s) (municipal, county, or tribal government) to ensure that appropriate financial revitalization tools, created through state statute for economic development (inclusive of any statutory changes), are adopted by the local government partner for the MainStreet District. These tools may include the Local Economic Development Act (LEDA), a Metropolitan Redevelopment Area (MRA), District Master Plan, and/or Cultural Economic Development Plan, and related finance mechanisms, such as Tax Increment Finance District (TIF), a Tax Increment Development District (TIDD) and/or a Business Improvement District (BID).
- E. The organization must maintain compliance with all annual nonprofit registration and reporting requirements of the New Mexico Secretary of State's Corporations Bureau, the New Mexico Attorney General's Office (Charitable Organizations Division) and Internal Revenue Service (IRS). The organization files all compliance and related documents to the NMMS Digital Dashboard.
- F. The organization, in partnership with the local government, maintains the minimum required operating budget relevant to the size of the community, neighborhood or district served (Attachment 1, Table 1).
- G. The organization, if established as an independent corporation, must have a Board of Directors with oversight of the organization's performance.
 - 1) The Board of Directors agrees to raise matching funds for operations per the specifications (Attachment 1, Table 1)

- 2) The organization must maintain an adequate budget to support training for Board members in nonprofit management and leadership and ensure Board attendance requirements are met.
- H. The organization is required to establish three (3) NMMS approved Economic Transformation Strategies (ETS) based on adopted economic development plans for the district, implement the work of the Main Street Four-Point Approach®, and provide evidence of annual progress towards implementation.
- 1) One (1) of the three (3) ETS's should be dedicated to organizational capacity-building activities that directly relates to programs/districts specific economic development goals.
 - 2) The organization is required to have a written work plan adopted by the Board of Directors that reflects projects and activities in each of the Four Points towards realization of outcomes of the three (3) Economic Transformation Strategies.
- I. The organization has adopted, and abides by, the following organizational policies as recommended by the IRS and the New Mexico Attorney General's office:
- 1) Conflict of Interest policy: All members of the Board of Directors or Steering Committee must sign a Conflict of Interest Disclosure statement in accordance with the adopted Conflict of Interest policy,
 - 2) Records and Retention and Destruction policy,
 - 3) Whistleblower Protections policy,
 - 4) Fiscal Controls/Financial Management policy, and
 - 5) Non-discrimination policy.
- J. Upon revision to the local MainStreet organization's operational bylaws and/or amendment of its Articles of Incorporation, the local organization will provide NMMS with updated copies.
- K. The organization hires an Executive Director to oversee day-to-day operations of the nonprofit (see Attachment 1, Table 1), to provide outreach and support to the MainStreet District's constituents, attend required meetings and trainings and support the Board and its committees in implementing the goals, projects, and activities outlined in Board-adopted ETS's.
- 1) The Board of Directors provides the Executive Director with a written job description; an appropriate annual staff work plan based on the organization's annual work plan; and at minimum an annual job performance review.
 - 2) The Board of Directors ensures the Executive Director has an office equipped to conduct the work of the program.
 - 3) The Board of Directors maintains adequate funding for the Executive Director's expenses in building skills knowledge and expertise to assist the organization through the trainings and programs offered by NMMS and the NMSC.
- L. Meet all NMSC Accreditation Standards needed to maintain status as a Main Street America Affiliate or Accredited program. Provide evidence of annual compliance with all programmatic requirements of the NMMS program including legal compliance documents, annual work plans, operating budgets, assessment surveys, progress reporting and adoption of required policies.
- M. The organization agrees to meet all requirements for reporting NMMS reinvestment statistics.
- 1) The organization agrees to submit Quarterly Reports to NMMS as established by the state legislature, tracking performance measures for the program. Reports are submitted according to the following schedule:
 1. The First Quarter Report, July 1 through September 30 is due October 10.
 2. The Second Quarter Report, Oct 1 through December 31 is due January 10
 3. The Third Quarter Report, January 1 through March 31 is due April 10
 4. The Fourth Quarter Report, April 1 through June 30 is due July 10.

- 2) The organization ensures the timely filing of all other reports and surveys required by the NMSC, the State Legislature, the NMEDD, and, where applicable, municipal and governmental partners.
- N. The organization's Staff and Board members participate in an annual NMMS assessment to review organization and staff performance.
- O. The organization will notify NMMS of any changes to contact information for the local program office, Executive Director, Board President, Board Members and Committee Chairs.

III. REQUIREMENTS OF THE LOCAL GOVERNMENT PARTNER – CITY OF LAS VEGAS

The Main Street Four-Point Approach® for comprehensive economic growth and revitalization of historic and traditional commercial neighborhood districts requires a cooperative, working partnership of the public and private sectors to succeed.

With the execution of this MOU, the NMMS program requires each local MainStreet program to have in place an annual resolution of financial support adopted by the local government stating its support and funding commitment to the local MainStreet organization. Each year, the annual resolution by the governing body will need to be approved and delivered to the NMMS office as a condition of receiving services or funding from NMMS. Failure to adopt such resolution of financial support, or to provide the required financial resources, may result in the suspension of the services provided by NMMS and designation of the local organization as “inactive.”

- A. NMMS requires the local government partner to enter into an annual service contract (or similar procurement mechanism in accordance with local policies and standards) for such financial support based on the adopted District Cultural Economic Development Plan, District Master Plan or Metropolitan Redevelopment Area Plan and the ETS, with the local MainStreet organization. Contracts should specify the commitment of resources in accordance with the *New Mexico MainStreet Program Guidelines* (minimum funding contributions by the local government partner are described in Attachment 1, Table 1) and shall include deliverables and/or services relevant to the revitalization of the downtown MainStreet District and/or Arts & Cultural District under the specifications of an adopted Cultural Economic Development Plan, District Master Plan or Metropolitan Redevelopment Area Plan for the District(s) and in alignment with the selected ETS's.
- B. Coordinate planning and implementation of revitalization projects through designated/appointed liaisons (local government Manager, Administrator, or Planning Director).
- C. Where applicable, adopt appropriate ordinances, tools (LEDA, etc.), plans (District Cultural Economic Development Plan, District Master Plan or Metropolitan Redevelopment Area Plan) and include projects on local Infrastructure Capital Improvement Plans (ICIP) to support the district revitalization. The local government partner will dedicate economic development funding to priority economic development projects identified in adopted ordinances, tools, and plans, and agrees to administer state and federal funds with the MainStreet organization partner.
- D. Partner in public infrastructure reinvestment in the district by administering funds in a timely manner, coordinating projects and managing capital outlay or other state or federal funds dedicated to revitalization projects.
- E. Assist the MainStreet and/or Arts & Cultural District organization, where applicable, with collection and dissemination of relevant information, plans and statistics that support the district economic revitalization or reporting to the New Mexico State Legislature through the NMMS program.

IV. REQUIREMENTS OF THE NEW MEXICO MAINSTREET PROGRAM

NMMS, in consideration of financial resources established annually through the New Mexico State Legislature, will provide the following services to designated MainStreet communities (inclusive of the local government partner, local MainStreet organization, and businesses/property owners within the MainStreet district):

- A. Through its staff or contractors, provide technical assistance relevant to the *Main Street Four-Point Approach®* and other commercial district economic growth, revitalization and management topics. Each

local organization may request services from NMMS, through submission of a Service Request Form to the NMMS Director.

- B. Provide trainings, institutes, workshops and conferences to support the community revitalization work of organizations and local government partners, and the professional development of Executive Directors and Board Members, including Executive Director State-Certification.
- C. Conduct an annual Accreditation Review of the local MainStreet organization, a comprehensive assessment of the program's accomplishments under the Main Street Four-Point Approach® with recommendations required of the organization as a State-Designated Revitalization Partner.
- D. Seek, manage and coordinate public resources (capital outlay, public infrastructure or other state/federal funds) and partnership grants for the implementation of local revitalization projects.
- E. Supplies NMSC network membership dues and discounted registration fees for trainings, institutes, workshops and conferences, as funding is available.

V. SUBLICENSES

Designated Main Street America Affiliate and Accredited Programs must sign an annual sublicensing agreement established by the NMSC and implemented through the NMMS State Coordinating Program. The sublicensing agreements establish guidelines for participation and use of Main Street America Logos and Branding.

VI. MAIN STREET AMERICA ACCREDITATION

Consideration for Accreditation by the National Main Street Center (NMSC) applies only to organizations that implement their Economic Transformation Strategies, track and fulfill performance measures, and meet the Standards of Performance established by the NMSC (Attachment 1, Section IV, C).

VII. NONCOMPLIANCE

An organization that is unable to meet its programs requirements, especially organizations with minimum budget and staff salaries, does not maintain its agreements with local government, or does not follow the Main Street Four-Point Approach® may be re-designated and NMMS services may be suspended. The Economic Development Department may also notify programs of termination of the MOU at the New Mexico MainStreet Director's recommendation. Upon cancellation of the MOU, NMMS will no longer provide services to the organization and local government partner and they will be ineligible to apply for NMMS funding opportunities. The organization may be further prohibited from using the Main Street name, a trademark of the National Main Street Center, Inc. Inactive programs must reapply to NMMS for designation through the NMMS Accelerator Process.

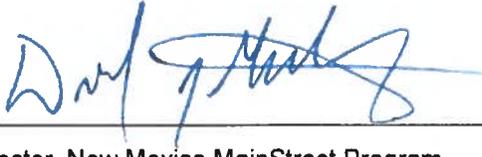
VIII. AGREEMENT

The parties hereunder do mutually agree that they have read and fully understand the obligations and responsibilities in operating as a partner with the New Mexico Economic Development Department's New Mexico MainStreet program as a MainStreet and/or Arts & Cultural District organization with the New Mexico MainStreet Program as stated herein and in Attachment 1 (*New Mexico MainStreet Program Guidelines*) accompanying this MOU. The parties further agree to abide by the terms of this MOU, implementing it to the best of their ability, with the assistance of services and resources (when available) provided through the New Mexico MainStreet program, and in accordance with the Main Street Four-Point Approach® as defined by the National Main Street Center, Inc.

The local MainStreet and/or Arts & Cultural District organization, local government partner and New Mexico MainStreet program hereby mutually agree to support the revitalization of the designated MainStreet and/or Arts & Cultural District under the specifications listed herein and in Attachment 1 (*New Mexico MainStreet Program Guidelines*) accompanying this MOU.

We do hereby sign:

On behalf of New Mexico MainStreet Program, a program of the New Mexico Economic Development Department:



6/8/2020

Director, New Mexico MainStreet Program

Date

On behalf of the Local MainStreet/Arts & Cultural District Organization:



6-8-20

President of MainStreet de Las Vegas

Date

On behalf of the Local Government Partner:

Mayor/Manager/Representative of the City of Las Vegas

Date

Please enclose the annual resolution of the City Council, County Commission or Tribal Council identifying financial support for the MainStreet organization. Also attach any other working agreements or contracts between the *local governing body* and the *local MainStreet organization*.



**NEW MEXICO
MAINSTREET™**
ENGAGE PEOPLE · REBUILD PLACES
REVITALIZE ECONOMIES

Attachment 1: New Mexico MainStreet Program Guidelines
for July 1, 2020 through June 30, 2022

I. Background

***Mission:** The New Mexico MainStreet Program fosters economic development in the state by supporting local MainStreet/Arts & Cultural District revitalization organizations and their local government partner in their economic work in downtowns and adjacent neighborhoods. The Program provides resources, education, training and services for asset-based economic growth that builds local knowledge and skills based on the Main Street Four -Point Approach®, which preserves and enhances the built environment, supports district businesses and entrepreneur development, and conserves and interprets local culture and heritage resulting in increased economic vitality of each participating local MainStreet district.*

New Mexico MainStreet (NMMS) is a designated “Main Street America Coordinating Program” of the National Main Street Center, Inc. (NMSC), a subsidiary of the National Trust for Historic Preservation. The New Mexico Economic Development Department (NMEDD) is licensed and accredited annually by the NMSC to administer and manage the Main Street Center’s registered trademark revitalization program in New Mexico providing services, resources and technical assistance to help implement the *Main Street Four-Point Approach®* to local organizations.

NMMS is delegated by state statute (Main Street Act, NMSA 1978, 3-60B-1 to 3-60B-4 and the Arts and Cultural District Act, NMSA 1978 15-5A-1 to 15-5A-7 NMSA 1978), and through NMEDD, to assist communities in building capacity in community economic development that creates jobs, supports commercial property owners, mitigates leakage, grows businesses, encourages entrepreneurs, benefits the local economy, and raises the quality of life for its residents. The NMMS program was launched in 1984 and accepted its first designated organizations in 1985. NMMS is responsible for coordinating and orchestrating resources, services, and professional technical assistance to its organizations via several programs and initiatives. For more information, visit the NMMS website: www.nmmainstreet.org.

II. New Mexico MainStreet and Main Street America Designations

Local New Mexico MainStreet programs are established as public-private, community economic development partnership programs dedicated to revitalization and economic growth of traditional and/or historic commercial centers. Local programs are tiered, based on local capacity/development and receive resources, technical assistance and support from NMMS concurrent with their program designation or authorization. Local communities enter the program through an Accelerator process to bring the organization up to full capacity within 18 months. It is an intensive coaching and start-up process in the Four Point Main Street Approach®™. Successfully graduating from the Accelerator Process leads to designation as a National Main Street Center “Main Street America” program and makes the community part of a larger network with a proven track record for celebrating community character, preserving local history, and generating impressive economic returns.

A. Designation as Main Street America Affiliate™ or Accredited™ Program: NMMS, as a licensed and accredited State Coordinating Program, annually awards local MainStreet programs with a Main Street America Affiliate™ or Main Street America Accredited™ designation based on progress in the prior 12 months toward meeting the National Main Street Center's Performance Requirements and Operating Standards (outlined in Section IV, C of this document).

- 1) **Main Street America Affiliate™** status is for revitalization programs that have completed the NMMS Accelerator Process benchmarks and are building their organizational capacity utilizing their Economic Transformation Strategies (ETS) that engage the Main Street Four-Point Approach® to develop their goals and annual implementation plans. Affiliate Programs are building their operational capacity and their programmatic engagement with demonstrable economic performance toward completing goals of the ETS leading to Main Street America Accredited designation.
- 2) **Main Street America Accredited™** status is for programs or organizations that demonstrate success in planning, implementing, and measuring successful Economic Transformation Strategies utilizing the Main Street Four-Point Approach®. Accredited programs have fully engaged Boards, committees or task groups working in all Four Points and a paid Executive Director commensurate with the requirements listed in Table 1 (*Budget and Staffing*) based on the size of the community. Accredited programs establish, monitor and report rigorous outcome performance measurements and document achievement under all Six Standards of Performance established by the National Main Street Center, Inc.

B. Sublicensing Agreements for Main Street America Affiliate and Accredited programs:

- 1) New Mexico MainStreet organizations designated as a Main Street America Affiliate or Accredited program must sign an annual sublicensing agreement established by the NMSC and implemented through the NMMS Coordinating Program.
- 2) The sub-licensing agreements establish guidelines for participation and requisite use of Main Street America Logos and Branding.

C. New Mexico Arts & Cultural District Program and Designation: The Arts & Cultural Districts Program (ACD), was established by the legislature in 2007 and statutorily attached to New Mexico MainStreet, to assist communities in developing their cultural and creative economy resources to create dynamic and economically vibrant districts. The ACD Program is a joint effort of three state agencies, New Mexico MainStreet, New Mexico Arts Division, and Historic Preservation Division (HPD). The NMMS Director, by statute, serves as the ACD Coordinator overseeing the program. The New Mexico Arts Commission authorizes new districts, compounds and institutions based on recommendations from the ACD Coordinator, and HPD administers the NM State Income Tax Credit for Preservation of Cultural Properties that provides a doubling of the available tax credit when a listed property is located within the boundaries of a State-Authorized ACD.

- 1) **Start-Up Arts & Cultural District Designation:** When state resources allow, municipalities, citizens, NMMS Organizations or other nonprofit organizations can apply to NMMS through a competitive application process for ACD Start-Up designation to develop strategies to grow their arts, cultural, and creative economy assets.
 - ACD Start-Up's must complete the ACD Start-Up Performance Benchmarks that includes organizational, financial, planning, and image development modules that build local capacity, develops local arts and cultural assets, and help develop a cohesive and well-recognized Arts & Cultural district with a high concentration of cultural facilities and programs that serve as the main anchors of economic and destination development. A comprehensive outline of the Start-Up process and list of benchmarks is available for download at www.nmmainstreet.org/resource.
- 2) **State-Authorized Arts & Cultural District Designation:** MainStreet Programs that have completed the ACD Start-Up benchmarks, established arts and cultural assets and programming, have a developed, cohesive, easily recognizable District, and have an adopted Cultural Economic

Development Plan can petition the NMMS Director/ACD Coordinator and NM Arts Commission for designation as a State-Authorized Arts & Cultural District.

- State Authorization enables the doubling of the state's historic tax credits (up to \$50,000) for rehabilitation of eligible historic commercial properties listed on the State Register of cultural properties within the district's boundary.
- Enables local MS/ACD program to apply for NMMS Capital Outlay Public Infrastructure projects identified in the adopted Cultural Economic Development Plan.
- Access to Four Point technical assistance to implement arts, cultural, and creative economy projects in the district.
- Will be included in Statewide branding and marketing of the Districts as an arts and cultural destination.
- Through municipal adoption of the Local Economic Development Act (LEDA), qualifying entities under the "cultural facilities" definition can apply for local and state LEDA funds for public/private economic development projects prioritized in the ACD Cultural Economic Development Plan, Master Plan, and/or MRA Plan.
- As funded by the New Mexico Legislature, access to the Department of Cultural Affairs "Arts and Cultural District Fund."

D. *MainStreet programs with Start-Up or State-Authorized Arts & Cultural District (ACD):* In addition to NMMS and National Main Street Operations and Performance Standards (see Section IV. Performance Requirements and Operating Standards), programs with a Start-Up or State-Authorized ACD designation must also meet the following guidelines:

- 1) The organization shall meet all the statutory obligations of the Arts & Cultural District Act (2007).
- 2) The organization shall meet all policy requirements established by the State ACD Council:
 - Quarterly/Semi-Annual Reporting
 - Creative economy benchmarks and performance measures
- 3) The organization shall work with their local government partner to complete an ACD Cultural Economic Development Plan adopted by the local governing body.
- 4) MainStreet programs having chosen and received Start-Up or State Authorized ACD designation shall add, or dedicate at least one of their ETS's to ACD/creative economy work.
 - The ACD Cultural Economic Development Plan will help guide the development of ACD ETS to grow the District's Cultural Economy.
 - Goals of the ETS shall be integrated into the annual work plan and budget of the MainStreet organization.
- 5) Establish and maintain a standing ACD Coordinating Council, Committee, or Taskforce dedicated to implementing ACD/creative economy work:
 - The ACD Coordinating Council Committee, Council, or Taskforce should include artists, artist organizations, and cultural and creative entrepreneurs.
 - The MainStreet Board is responsible for ensuring adequate staffing, resourcing or support to the ACD Coordinating Council, Committee, or Taskforce.
 - With the support of staff, the ACD Coordinating Council, Committee, or Taskforce shall prioritize and implement projects in the Board-adopted ETS's, and in line with the Cultural Economic Development Plan adopted by local government.
 - The Coordinating Council shall contribute to, and participate in the annual performance or accreditation reviews conducted by NMMS.

- 6) ACD staff (and, when possible, ACD Coordinating Council, Committee, or Taskforce members) shall participate in in NMMS trainings, conferences, and institutes.

III. Economic Transformation Strategies and Community Revitalization

The local MainStreet organization is required to set three (3) NMMS-approved Economic Transformation Strategies (ETS) for the District based on one of the adopted economic development plans. Of the three ETS, one should be dedicated to organizational capacity building and is not directly related to specific economic development goals. An annual work plan is developed based on the three (3) ETS. All work in the "Main Street Four-Point Approach[®]" (Organization, Design, Promotion, and Economic Vitality), should directly support outcomes established under the ETS strategies. Work teams, task forces or committees are established to implement projects that advance each strategy.

The focus of the annual performance review of each local organization will be based on the positive outcomes of the Board and staff in meeting performance metrics in the annual work plan related to each ETS strategy and the engagement of each of the Four Points by the organization in meeting each strategy.

ETS strategies should be concrete, specifically defined, and achievable with the existing resources of the local organization. Local resources include volunteers established as committees/taskforces/work teams, funding, and adopted revitalization and redevelopment tools necessary for successful completion of each of the annual strategies. Requests for NMMS services, resources and support are available to help achieve these annual economic development strategies.

Annual strategies are derived from:

- For **Main Street America Affiliate or Accredited programs, or State Authorized Arts & Cultural Districts:**
 - Adopted District Master Plans, Metropolitan Redevelopment Area Plans, District Cultural Economic Development Plans
- For communities engaged in the **New Mexico MainStreet Accelerator or Arts & Cultural District Start-Up** process:
 - NMMS Readiness Assessment and/or Resource Team Report
 - Other Accelerator or Start-Up benchmarks established by NMMS

Based on designation of the local **MainStreet and/or Arts & Cultural District** organization as a Main Street America Affiliate™, Main Street America Accredited™ program, NMMS will provide professional assistance and support through the Main Street Four-Point Approach[®] tied to ETS's and annual work plans via a service request form submitted to NMMS. NMMS will work with the local governing body and the local organization to identify and apply for funding for planning and infrastructure/capital investments within the district identified as priority projects in adopted plans. Priority is given to those MainStreet projects on the Infrastructure Capital Improvement Plans; additional bonus points on competitive applications may also be considered.

IV. Performance Requirements and Operating Standards

A. Requirements for Local MainStreet Organizations

Maintaining a Main Street America Affiliate or Accredited Program can lead to access to additional specialized technical support, incentive programs, and resources, and serves as a pre-requisite to apply for MainStreet Public Infrastructure funds and operations/project funding through NMMS Partners (MFA, NMFA, FundIt, and other federal, state and foundation grantors partnering with NMMS). Maintaining a Main Street America Accredited program also ensures access to scholarships and grants from the New Mexico Resiliency Alliance (NMRA) and it's funding partners.

New Mexico MainStreet maintains a digital dashboard (www.nmmainstreet.org/dashboard/login.php) to track annual compliance filings and monitor progress toward State Certification and National Accreditation. Local MainStreet organizations are responsible for uploading compliance and other required filings on an annual basis.

A local MainStreet organization designated by NMMS of the NMEDD must meet or exceed the following requirements to maintain its designation:

- 1) *MOU*: The organization has a fully executed Memorandum of Understanding with the Economic Development Department and Local Government Partner.
- 2) *Contract/MOU/LOA with Local Government Partner*: It is required that the local MainStreet organization have a separate annual contract for services with the municipality and/or county to do community economic development work within the designated district, outlining expectations of the municipality and clearly defined deliverables for its financial support of the local MainStreet organization. The organization must provide NMMS with a copy of the executed agreement annually.
- 3) Resolution of Support and Funding by the Local Government Partner (City Council, County or Tribal Commission). Each MainStreet and/or Arts & Cultural District program must have in place a biennial MOU with NMEDD's NMMS program and the local governing body, along with an annual resolution adopted by the local government partner for the term of the MOU stating its support and funding commitment to the local MainStreet organization. If the resolution is for only the first year of this MOU, then a new resolution by the governing body will need to be approved and delivered to NMMS prior to services from NMMS continuing into the second year of the two-year MOU cycle. Failure to adopt such resolution of financial support, or to provide the operational resources to sustain the Public-Private Partnership, may result in the suspension of the services provided by NMMS. The annual funding commitment required of the local government partner is described in Table 1 below.
- 4) The MainStreet organization is required to engage in fundraising and resource development activities needed to meet the minimum operational budget requirements for a Main Street America Program (Table 1).

Table 1: Budget and staffing requirements for New Mexico MainStreet/Main Street America organizations.

	<i>Rural Community</i>	<i>Small Community</i>	<i>Mid-Size Community or Commercial Neighborhood</i>	<i>Large Community or Urban Program</i>
Population	< 5,000	5,001 - 15,000	15,001 - 50,000	> 50,000
Min. Operating Budget for Main Street America Affiliate program	\$25,000	\$45,000	\$60,000	\$100,000+
Min. Operating Budget for Main Street America Accredited Program	\$40,000	\$60,000		\$100,000+
Required Contribution to local MainStreet program by Local Gov't Partner	\$20,000	\$35,000	\$40,000	\$60,000
Executive Director Staffing Requirement, MainStreet America Affiliate (hrs/wk)	20	30		
Executive Director Staffing Requirement, Main Street America Accredited program (hrs/wk)	20	40		
NMMS Accelerator and ACD Start-Up process Designate	\$15,000 from local government; no staffing requirement			

*Note: operating at minimum budget/staffing benchmarks is usually not adequate to advance Four Point projects.

B. Participation Requirements for Local MainStreet/ACD Organizations

The MainStreet/Arts & Cultural District Executive Director and/or appropriate staff should attend NMMS Institute trainings as established by the State Coordinating Program to build their skills and knowledge.

1) Requirements for Executive Directors:

- Executive Director must attend the annual NMMS Winter Conference and NMMS Summer Institute.
- The Executive Director must complete the MainStreet Executive Directors Certification Program where they will receive one-time training in MainStreet Fundamentals.
 - Executive Directors wishing to substitute equivalent training courses, or to receive a waiver for previously-attended trainings, must obtain prior written approval from NMMS and proper documentation must be provided when courses are completed.
- An Executive Director must attend a National Main Street Conference within the first two years of employment and at least once every four years to keep up-to-date on the accomplishments and innovations of other MainStreet leaders nationally.
 - The organization, through reimbursement or other schedule of payment, assumes the costs of the Executive Director's participation in all required trainings.

2) Board President/Board Members:

- The local organization Board President is expected to attend one of the following each year: NMMS Winter Conference, NMMS Summer Institute, or national Main Street Now conference.
- The Board President and other Board members shall attend any required Board member trainings established by NMMS.

C. National Main Street Center Standards of Performance

- 1) *Main Street America Accreditation*: Consideration for Accreditation by the National Main Street Center applies only to those local MainStreet organizations implementing their Economic Transformation Strategies, tracking and fulfilling performance measures, and meeting the NMSC Standards of Performance, listed below. A comprehensive listing of the indicators and scoring process is available for download at www.nmmainstreet.org/resource.

1. Broad-based Community Commitment
2. Inclusive Leadership & Organizational Capacity
3. Diverse and Sustainable Funding
4. Strategy-Driven Programming
5. Preservation-Based Economic Development
6. Demonstrated Impact & Result

V. Resources Provided by New Mexico MainStreet:

NMMS is funded through the New Mexico State Legislature and provides a variety of resources to designated communities including access to professional technical assistance, economic growth and revitalization supports, networking, and education as described in the following pages:

A. Technical Assistance Services

Through its staff or contractors, NMMS will provide technical assistance in a variety of subject areas relevant to the *Main Street Four-Point Approach*® and other commercial district economic growth, revitalization and management topics. Each local organization may request on-site, email, and/or telephone consultation(s) from NMMS. Access to Technical Assistance is initiated through submission of a Service Request Form to the NMMS Director/ACD Coordinator. Upon receiving the service request, the NMMS Director/ACD Coordinator will assign the appropriate Revitalization Specialist(s) to coordinate design and delivery of services, on-site visits and/or other communications. Service request forms, along with descriptions of available services are available online at: nmmainstreet.org/resource/programs/.

Technical Assistance services include, but are not limited to:

- **Organization**: Organizational development consultants provide facilitation in strategic planning, visioning and mission statements, work plan development, resource development, leadership and volunteer development, succession planning, nonprofit management, committee training, staff training, and continuous quality improvement of the program.
- **Marketing and Promotion**: Promotion, Marketing and Graphic Design specialists offer assistance with image development and branding, marketing strategies, logo design, promotional and collateral materials development, event planning, visual merchandising, media relationships, online/social media, publicity and advertising.
- **Economic Vitality**: Economists, business, and property development specialists provide technical assistance and training in market analysis, business strengthening and recruitment, real estate development, economic development incentives, revitalization financing tools, placemaking, and program progress and impacts monitoring.
- **Architectural and Design Services**: Architects and Planners provide conceptual design services for façade improvements, floor plans, parking, landscape, signage and interior improvements.
 - a. **Design Intensives**: Specialized, local volunteer-driven, on-site design intensives are offered by the NMMS Design Team through application (when available) to the MainStreet Placemaking, and MainStreet Façade Squad, and other architectural restoration.
- **Planning and Historic Preservation**: Planners and design professionals provide assistance in placemaking, historic preservation, community-based planning processes, streetscape design, vehicular and pedestrian circulation enhancements, parks, way-finding design, district master planning, metropolitan redevelopment plans, urban planning, and zoning.
- **Arts & Cultural/Creative Economy Resources Development**: Cultural Resource consultants, in partnership with staff and consultants from New Mexico Arts, offer technical assistance and services related to protection, development and promotion of arts and cultural resources, cultural facilities and historic properties to enhance the local creative economy supporting cultural entrepreneurs, creative enterprises and industries.

B. Other Resources

New Mexico MainStreet provides a variety of resources and partnerships to assist local communities and organizations with the revitalization of their traditional or historic commercial district. These include:

- **Trainings, Workshops, Conferences, and Institutes**: Annually, NMMS identifies opportunities for intermediate and advanced-level trainings in specific areas of the Main Street Four-Point Approach® to strengthen and build skills for organizational and municipal leaders and partnering organizations.
 - *Annual NMMS Winter Conference and NMMS Summer Institute*
 - Multi-part series on Grant Writing and Nonprofit Fundraising for local MainStreet leaders

- *Online trainings:* NMMS provides webinars, videos or other online training opportunities to build capacity of staff, community leaders and organization volunteers in support of the district economic growth and revitalization.
- *NMMS Executive Director Boot Camp and Certification Program:* Executive Directors seeking to develop a professional career path within MainStreet may apply for the State-Certification program. Upon successful completion of the basic, intermediate and advance trainings, Directors receive status as a State-Certified Executive Director.
- *Marketing:* NMMS and NMEDD provide statewide marketing opportunities for local MainStreet organizations/districts, initiatives and activities through its websites (www.goNM.biz, www.nmmainstreet.org, www.offtheroadnm.org), social media platforms, e-newsletters, and *Choose MainStreet* marketing campaign.
- *Information and Networking:* Through regular email, list serves, mailings, websites and meetings, NMMS provides timely notice on grant and partnership opportunities, guidance on innovative revitalization tools and techniques, and helps with addressing the multiple challenges that arise during the day-to-day course of each local organization's MainStreet efforts.
- *Accreditation Review:* Accreditation by the NMSC recognizes achievement under the Standards of Performance established by the National Main Street Center, Inc. NMMS conducts an annual accreditation review – a comprehensive assessment of the program's accomplishments under the Main Street Four-Point Approach® for the previous calendar year. Participation in the Accreditation review is required and the NMMS Director prepares recommendations for the NMSC in the final quarter of each year, based on the performance of the previous 12 months. Main Street America Accreditation is also contingent upon meeting all compliance requirements listed in preceding sections.
- *National Main Street Network Membership:* The state program pays each local organization's annual network membership fee to the NMSC. Membership benefits include the monthly *Main Street News*, discounted conference and workshop registration fees, access to members-only informational resources on the NMSC website, and member rates on publications.
 - National Main Street Center Conference – Main Street Now: Annually, NMMS provides discounted basic registration for Main Street America Affiliate and Accredited programs to help each Executive Director attend the Main Street Now conference. Local organizations meeting all annual performance standards for Main Street America Accredited programs are also provided one (1) additional discounted basic registration to the NMSC conference for a member of the Board of Directors when funding is available.
- *MainStreet Public Infrastructure Funding:* MainStreet America Affiliate, MainStreet America Accredited, and Arts & Cultural District programs are eligible to apply for NMMS Capital Outlay Public infrastructure funding for priority pedestrian safety upgrades and infrastructure improvements within designated MainStreet Districts
 - NMEDD works with the State Legislature and Governor to appropriate Public Infrastructure funds, which are then awarded on a competitive basis with particular emphasis on construction-ready projects and organizational commitment to leverage such funds for direct economic growth and private sector reinvestment.
- *MainStreet Partnership Grants and Resources:* NMMS works closely with several other state agencies including the Tourism Department, Historic Preservation Division, New Mexico Arts Division, and the Department of Transportation as well as other statewide partnering organizations that share a common vision including the New Mexico Coalition of MainStreet Communities (NMCMS) and the New Mexico Resiliency Alliance (NMRA).
 - The State Coordinating Program also works with statewide nonprofit and corporate funding partner organizations that provide funding opportunities to local MainStreet/ACD programs to access and coordinate resources for district economic development and revitalization projects.



Michelle Lujan Grisham • Governor
Alicia J. Keyes • Cabinet Secretary

March 21, 2019

Good Day New Mexico MainStreet affiliate Chairs,

NMMS has been informed by National MainStreet Center that they are revising and updating the Ten Standards for National Accreditation and the survey tool. The Coordinating Council of Program Directors representing the State, Regional, and Urban nationally affiliated Coordinating Programs will be meeting to discuss these changes in Seattle at the National Main Street Now Conference. Our understanding is the final standards may not be available until late summer or early June and full integration of new standards are expected to take place by January 2021.

Rather than negotiate a whole new agreement we will be extending the existing Memoranda of Understanding (MOU) between New Mexico MainStreet, your local program and your local government for one-year. This will give us the opportunity to introduce you to the new Accreditation standards and implement in the following year. Utilizing the annual assessment this fall we can answer any questions or concerns your board and your local government partner might have.

National Accreditation is awarded annually by the National Main Street Center Inc. based on the materials and surveys we provide to your organization and that you return to us. NMMS will have a short one-year extension agreement to you by early April. Please feel free to contact me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Daniel J. Gutierrez", with a long horizontal flourish extending to the right.

Daniel J. Gutierrez

Co-Director, New Mexico MainStreet
New Mexico Economic Development Department
daniel.gutierrez2@state.nm.us
(505) 827-0151

Cc: Local Executive Directors

Work Session
CITY COUNCIL MEETING AGENDA REQUEST

DATE: 6/25/2020

DEPT: Community Dev

MEETING DATE: 07-08-2020

DISCUSSION ITEM/TOPIC: Resolution 20-38, Council Approval for LV First Business Alliance to submit an EDA Grant and the City act as Fiscal Agent.

BACKGROUND/RATIONALE: The Cares Act has provided the Economic Development Admin to provide grants to communities suffering from COVID-19. The Grant allows us to put Lodger's Tax projects towards a 20% match with EDA covering 80%. This will be a regional effort, with the City acting as Fiscal agent. The Lodger's Tax Board has given it's approval.

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



SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:



WILLIAM TAYLOR, CITY MANAGER

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

MARY ROMERO, FINANCE DIRECTOR
(PROCUREMENT)

CITY OF LAS VEGAS, NEW MEXICO
Resolution No. 20-38

**A RESOLUTION TO SUPPORT THE APPLICATION BY LAS VEGAS
BUSINESS FIRST ALLIANCE FOR A FEDERAL ECONOMIC
DEVELOPMENT GRANT FOR FISCAL YEAR 2021**

WHEREAS, the Cares Act has provided funding to the Economic Development Administration for grants to respond to the negative economic effects of Covid-19; and

WHEREAS, the Las Vegas Business First Alliance (“LVFBA”) will apply for a federal economic development administration grant for fiscal year 2021 (“Grant”), which requires a commitment to match 20% of the grant; and

WHEREAS, the Grant is intended to counter the economic and tourist impacts of Covid-19; and

WHEREAS, the City, in agreement with the Lodgers Tax Board, will contribute the required 20% of matching funds from the Lodgers Tax monies in order to benefit from the Grant; and

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

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Las Vegas, that the recitals are incorporated herein by reference and the Governing Body hereby supports LVFBA’s application for the Grant, agrees to contribute the required 20% matching funds, and agrees to serve as the fiscal agent for the Grant monies.

APPROVED AND ADOPTED this _____ day of July, 2020.

Mayor Louie A. Trujillo

ATTEST:

Reviewed and approved as to legal sufficiency only:

Casandra Fresquez, City Clerk

Scott Aaron, City Attorney

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 06/23/2020

DEPT: Utilities

MEETING DATE: July 8, 2020

DISCUSSION ITEM/TOPIC: Award RFP 2020-11 portable flame ionization survey for the gas division to Heath Consultants.

BACKGROUND/RATIONALE: The survey is a gas leak detection survey that is required by the State of New Mexico and is performed yearly.

Advertised: 05/08/2020 – Las Vegas Optic, Albuquerque Journal and City website
Bid Opening: June 3, 2020
Number of Bidders: 2 – Heath Consultants; Southern Cross, LLC
Amount: To be determined
Funding Source: City Funding
Budget Line Item: 620-0000-610-7203

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



SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:



WILLIAM TAYLOR, CITY MANAGER

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

MARY ROMERO, FINANCE DIRECTOR
(PROCUREMENT)

REQUEST FOR PROPOSALS

The City of Las Vegas, New Mexico will open Sealed Proposals at 2:00 am/pm, June 3, 2020, at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

PORTABLE FLAME IONIZATION SURVEY

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

Mailed proposals should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked **PORTABLE FLAME IONIZATION SURVEY** Opening No. 2020-11; on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the Offeror to see that their proposal is delivered to the **City Clerk** by the date and time set for the proposal request. If the mail or delivery of proposal request is delayed beyond the opening date and time, proposal thus delayed will not be considered. Proposals will be reviewed at a later date with possible negotiations to follow.

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

CITY OF LAS VEGAS,
William Taylor
WILLIAM TAYLOR, CITY MANAGER

Scott Aaron
SCOTT AARON, CITY ATTORNEY

Cassandra Fresquez
CASANDRA FRESQUEZ, CITY CLERK

Mary R Romero 4/30/20
MARY ROMERO, FINANCE DIRECTOR

Helen Vigil
HELEN VIGIL, PURCHASING OFFICER

Opening No. 2020-11

Date Issued: 5/4/2020

Published: LAS VEGAS OPTIC May 8, 2020

ALBUQUERQUE JOURNAL May 8, 2020

www.lasvegasnm.gov May 8, 2020

OFFEROR INFORMATION

OFFEROR: _____

AUTHORIZED AGENT: _____

ADDRESS: _____

TELEPHONE NUMBER (_____) _____

FAX NUMBER (_____) _____

DELIVERY: _____

STATE PURCHASING RESIDENT CERTIFICATION NO.: _____

NEW MEXICO CONTRACTORS LICENSE NO.: _____

SERVICE (S): **PORTABLE FLAME IONIZATION SURVEY**

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

AFFIDAVIT FOR FILING WITH COMPETITIVE PROPOSAL

STATE OF _____ }

COUNTY OF _____ }

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

Signature

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

(SEAL)

Notary Public Signature
My Commission Expires: _____

AWARDED PROPOSAL

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

TIMETABLE

Proposal pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, on or before: June 3, 2020; 2:00 am~~(pm)~~ at which time all proposal received will be opened. The opening will occur at the City Council Chambers or other designated area at the City Offices. Awarding of proposal is projected for: _____, 2020. The successful offeror will be notified by mail.

ENVELOPES

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

BRIBERY AND KICKBACK

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

RESPONSIBILITY OF OFFEROR

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

NON-COLLUSION

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

CLARIFICATION OF PROPOSAL

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

MODIFICATION OR WITHDRAWAL OF PROPOSAL

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

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

APPLICATION OF PREFERENCE

FEDERAL TAX IDENTIFICATION NUMBER

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

FEDERAL TAX ID NUMBER: _____

SOCIAL SECURITY NUMBER: _____

NEW MEXICO TAX IDENTIFICATION NUMBER

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

SPECIAL NOTICE

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

NEGOTIATION

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

CONTRACT

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

TAXES:

Bidder must pay all applicable taxes.

NOTE:

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

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

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

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

The following definitions apply:

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature Date

Title (position)

--OR--

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

Signature Date

Title (Position)

REQUEST FOR PROPOSALS FOR PORTABLE FLAME IONIZATION SURVEY

The City of Las Vegas, New Mexico is requesting proposals for portable flame ionization survey services defined in the scope of work.

1. SCOPE OF WORK

The Offeror shall perform Professional leak detection services on an as needed basis, as hereafter stated, for customary and incidental services for the City of Las Vegas (City) Gas Department. 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 contractor shall coordinate with the gas utility superintendent to conduct and execute the leak detection program to:

1. Survey the gas distribution system to known and unknown leaks where they will be located through leak correlation.
2. Correlated leaks will be prioritized according to condition and criticality.
3. The survey will be conducted utilizing any of the following Detecto Pak II, Flame ionization Detector (FID) and GMI unit.
4. A final report shall be submitted within thirty (30) days after completion of the project in a detailed report. Periodic reports may be required as determined by the City gas manager.
5. The report shall contain the following information:
 - a) Results will include individual reports of the location and estimation volume of each leak located.
 - b) Areas work performed in and location of leaks discovered.
 - c) Locations, dates and times that survey were conducted.
 - d) Description of equipment and techniques used to conduct the survey.
 - e) Estimated flow rates of each detected leak.
 - f) Leaks detected will be classified accordingly to hazard, and documented on a diagrammatic report.
 - g) The contractor shall document and note any corrections identified on the City's utilities map.

The Contractor is expected to perform the following:

1. Attend a kick-off meeting with the City to cover the goals of the project and outline work procedures.
2. Provide documentation of operator's qualifications and drug and alcohol testing as per Public Regulation Commission requirements.
3. The field crew will meet daily with assigned City personnel to go over areas of the assessment program for the prior workday.
4. At the end of each work day, or as requested, provide a list of any leaks detected.
5. Information collected by the project team during the leak detection program and any other information provided by the gas department shall be regarded as confidential and will not be shared without permission from the City.
6. If requested, the contractor shall present findings of the Leak Detection Program to the City Council.
7. Any hours in excess of 40 hours per week will need to be approved by the City Gas Manager.
8. If lodging is required for field personnel, lodging will be within the City limits. City will not pay for travel beyond the City limits.

2. CRITERIA FOR ACCEPTANCE AND EVALUATION OF PROPOSALS

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

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

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

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

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

*Note: Price cannot be a factor

3. COST OF PREPARING AND SUBMITTING PROPOSALS

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

4. AWARD OF CONTRACT

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

5. RESPONSIBILITY OF OFFEROR

5.1 BONDS (If Applicable)

- a. The successful offeror will be required to furnish a Performance Bond (if applicable), in an amount equal to \$100,000 and a labor and Materials Payment Bond in an equal amount, such bonds to be executed in four (4) original Counterparts by a Corporate Surety authorized to do business in the State of New Mexico, and acceptable to the Owner. The Bonds must be executed on forms contained in these Contract Documents. The form of Agreement with the successful Offeror, as Contractor, will be required to execute also included herewith.

5.2 INSURANCE CERTIFICATE

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

6. INSTRUCTIONS TO OFFEROR

6.1. REQUEST FOR PROPOSAL DOCUMENTS

6.1.1 Copies of Request for Proposals

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

6.1.2 Interpretations

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

6.1.3 Addendum

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

6.2 PROPOSAL SUBMITTAL PROCEDURES

6.2.1 Format and Section Requirements of Proposals

- a. Offerors shall provide five (5) copies of their proposal to the location specified on the cover page on or before the closing date and time for receipt of proposals.
- b. All proposals must be typewritten on standard 8 ½" x 11" paper and bound on the left-hand margin.
- c. A maximum of twenty (20) pages, including title, index, etc., including front and back covers.
- d. The proposal must be organized in the following format and must contain, as a minimum, all listed items in the sequence indicated:
 1. Offeror's Identification
 - i. Notarized affidavit that states name and address of your organization of office and nature of organization (individual, partnership or corporation, private or public, profit or non-profit). Subcontractors, if any, must be listed with license numbers. Describe individual staff and subcontractor's responsibilities with line of authority and interface with City staff. Include the name and telephone number of person(s) authorized for preparation and execution of the contract. The City has the authority to reject any or all Subcontractors. Respond to this section as Section A of Offeror's proposal.
 2. Campaign Contributions Disclosure Form
 - i. Fill out and attach the Campaign Contribution Disclosure Form. Respond to this section as Section B in Offeror's proposal.
 3. Personnel Experience
 - i. Describe the experience and qualifications of company principles, supervisors and other employees who will be actively engaged in the work required under the contract, including experience of subcontractors if applicable. Experience qualifications must reference any of the servicing provided to the City of Las Vegas Utilities System. Respond to this section as Section C of Offeror's proposal.
 4. Licenses (if applicable)
 - i. The Offeror shall show that he has a New Mexico general contractor's license and/or any other licenses required by law to perform the work required by this contract. All such licenses shall be held by the offeror or his subcontractors at the time the proposal is submitted. Respond to this section as Section D in Offeror's proposal.

5. Experience in Specialized Services referenced in scope
 - i. The Offeror shall demonstrate at least five (5) years of experience. Indicate name, address and phone number of past customer and individual references who can be contacted regarding the work. Respond to this section as Section E in Offeror's proposal.
 6. Documentation
 - i. The Offeror shall provide documentation of education, certifications and qualifications. Respond to this section as Section F in the Offeror's proposal.
 7. Financial (If Applicable)
 - i. The Offeror shall provide a letter from a financial institution regarding the Offeror's credit rating. Respond to this section as Section G in the Offeror's proposal.
 8. Additional Information
 - i. Describe any expectations and/or clarifications to this Request for Proposal. Also include any additional information you believe to be pertinent to the proposal but not requested elsewhere such as Veterans business or New Mexico Resident business status. Respond to this section as Section H in Offeror's proposal.
 9. Contractors Bonds (if applicable)
 - i. Successful offeror will be required to furnish a performance bond.
 10. Cost
 - i. The Offeror shall provide in a sealed envelope the hourly rates for employees by title and the cost breakdown of for potential lodging, mileage and other miscellaneous expenses.
- e. Any proposals that do not adhere to this format, and which does not address each specification and requirement within the RFP may be deemed non-responsive and rejected on that basis.
 - f. Offerors may request in writing nondisclosure of confidential data. Such data should accompany the proposal and should be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. A request that clearly states that the entire proposal must be kept confidential will not be acceptable. Only matters, which are clearly confidential in nature, will be considered.
 - g. Any cost incurred by the Offeror for preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be the sole responsibility of the Offeror.

6.2.2 SUBCONSULTANTS

- a. The Offeror shall list and state the qualifications for each sub-consultant the Offeror proposes to use for all sub-contracted work.
- b. The Offeror is specifically advised that any person or other party to whom it is proposed to award a sub-contract under this proposal, must be acceptable by the City after verification of eligibility status, including but not limited to suspension or debarment of the City.

6.2.3 PREQUALIFICATION PROCESS

- a. A business may be pre-qualified by the Purchasing Agent as an Offeror for particular types of service. Mailing lists of potential Offerors shall include but shall not be limited to such prequalified businesses (§13-1-134 NMSA 1978). For

purposes of this RFP, if prequalification is utilized, special instructions will be attached as an exhibit to this RFP.

6.2.4 DEBARRED OR SUSPENDED CONTRACTOR

a. A business (contractor, subcontractor or supplier) that has either been debarred or Suspended 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 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 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.

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 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).

7. CONSIDERATION OF PROPOSALS

7.1 RECEIPT, OPENING AND PROPOSALS:

a. Proposals, modifications and addendums shall be time stamped upon receipt and held in a secure place until the established date. b. Proposals shall not be opened publicly and shall not be open to public inspection until after award of a contract. An offeror may request in writing nondisclosure of confidential data. Such data shall accompany the proposal and shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.

- c. The names of all businesses submitting proposals and the names of all businesses, if any, selected for an interview shall be public information. After an award has been made, final ranking and evaluation scores for all proposals shall become public information (§13-1-120 NMSA 1978). The contents of any proposal shall not be disclosed so as to be available to competing Offerors during the negotiation process (§13-1-116 NMSA 1978).

7.2 PROPOSAL EVALUATION

- a. Proposals shall be evaluated on the basis demonstrated competence and qualifications for the type of service required and shall be based on the evaluation factors set forth in this RFP. For the purpose of conducting discussions, proposals may initially be classified as:
 - 1. Acceptable
 - 2. Potentially acceptable, that is, reasonably assured of being made acceptable
 - 3. Unacceptable (Offerors whose proposals are unacceptable shall be notified promptly)
- b. The City shall have the right to waive technical irregularities in the form of the proposal of the Offeror, which do not alter the quality of the service (§13-1-132 NMSA 1978).
- c. If an Offeror who otherwise would have been awarded a contract is found not to be a responsible Offeror; a determination that the Offeror is not a responsible Offeror, setting forth the basis of the finding shall be prepared by the Purchasing Agent/Procurement Manager. The unreasonable failure of the Offeror to promptly supply information in the connection with any inquiry with respect to the responsibility is grounds for a determination that the Offeror is not a responsible Offeror (§13-1-133 NMSA 1978). Businesses, which have not been selected, shall be notified in writing within twenty-one (21) days after an award is made (§13-1-12 NMSA 1978).
- d. Selection Process (§13-1-120 NMSA 1978):
 - 1. An evaluation committee composed of representatives selected by the City will perform an evaluation of proposals. The committee shall evaluate statements of qualifications and performance data submitted regarding the particular project and may conduct interviews with and may require public presentations by all businesses applying for selection regarding their qualifications, their approach to the project and their ability to furnish the required services.
 - 2. If fewer than three (3) businesses have submitted a statement of qualifications for a project, the committee may:
 - i. Rank in order of qualifications and submit to the local governing body for award, those businesses which have submitted a statement of qualifications; or
 - ii. Recommend termination of the selection process and sending out new notices of the proposed procurement pursuant to §13-1-104 NMSA 1978.

7.3 NEGOTIATIONS (§13-1-122 NMSA 1978)

- a. The City's designee shall negotiate a contract with the highest qualified business for the services contemplated under this RFP at the compensation determined in writing to be fair and reasonable. In making this decision, the designee shall consider the estimated value of the services to be rendered and the scope, complexity and professional nature of the services.
- b. Should the designee be unable to negotiate a satisfactory contract with the business considered to be the most qualified at the price determined to be fair and

reasonable, negotiations with that business shall be formally terminated. The designee shall then undertake negotiations with the second most qualified business. Failing accord with the second most qualified business, the designee shall formally

terminate negotiations with that business. c. The designee shall then take undertake negotiations with the third most qualified

business. d. Should the designee be unable to negotiate a contract with any of the businesses

selected by the committee, additional businesses shall be ranked in order of their qualifications and the designee shall continue negotiations in accordance with this section until a contract is signed with a qualified business or the procurement

process is terminated and a new Request for Proposals is initiated. e. The City shall publically announce the business(es) selected for award. 7.4 NOTICE OF AWARD

a. After award by the local governing body, a written notice of award shall be issued

by the City after review and approval of the Proposal and related documents by the City with reasonable promptness (13-1-100 and §13-1-108 NMSA 1978).

8. POST PROPOSAL INFORMATION

8.1 PROTESTS

a. Any Offeror who is aggrieved in connection with a solicitation or award of an

Agreement may protest to the City's Purchasing Agent and the City Clerk, in accordance with the requirements of the City's Procurement Regulations and the State of New Mexico Procurement Code. The protest should be made in writing within fifteen days after the facts or occurrences giving rise thereto

(813-1-172 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 (813-1-173 NMSA 1978). 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 (813-1-174 NMSA 1978). d. The Purchasing Agent or the Purchasing Agent's designee shall promptly issue a

determination relating to the protest. The determination shall:

1. State the reasons for the action taken; and 2. Inform the protestant of the right to judicial review of the determination

pursuant to §13-1-183 NMSA 1978 e. A copy of the determination issued under §13-1-175 NMSA 1978 shall immediately be mailed to the protestant and other Offerors involved in the procurement (§13-1-176 NMSA 1978).

8.2 EXECUTION AND APPROVAL OF AGREEMENT

a. The Agreement shall be signed by the successful Offeror and returned within an

agreed time frame after the date of the Notice of Award. No Agreement shall be effective until it has been fully executed by all the parties.

8.3 NOTICE TO PROCEED

a. The City will issue a written Notice to Proceed to the Consultant.

8.4 OFFEROR'S QUALIFICATION STATEMENT

- a. Offeror to whom award of an Agreement is under consideration shall submit, upon request, information and data to prove that their financial resource, production or service facilities, personnel and service reputation and experience are adequate to make satisfactory delivery of the service described in the Request for Proposals (§13-1-82 NMSA 1978).

9. EXECUTION OF CONTRACT

The Contract, Performance Bond and Labor and Material Payment Bond (as needed) shall be executed in three (3) original counter parts. The forms and Contract Documents will be as herein included and will be furnished by the Owner. Distribution of the executed forms will be as follows:

1. Contractor
2. Owner
3. As Needed

10. CONTRACT DOCUMENTS

The complete Contract Documents may include the following: (As Needed)

1. Scope of Services
2. Professional Standards
3. Compensation
4. Term of Agreement
5. Amendment
6. Status of Contractor
7. Assignment
8. Subcontracting
9. Records, Audits and Reporting
10. Conflict of Interest
11. Stoppage of Work
12. Amendment
13. Applicable Law
14. Scope of Agreement, Merger
15. Waiver
16. Insurance
17. Notice
18. Subject to Other Documents
19. Indemnification
20. New Mexico Tort Claims Act
21. Bribery and Kickbacks
22. Discrimination Prohibited
23. Third Party Beneficiaries

11. OTHER INSTRUCTIONS TO OFFERORS

11.1 OFFERORS INTERESTED IN MORE THAN ONE PROPOSAL

- a. No person, firm or corporation shall be allowed to make, or file, or be interested in more than one proposal for the same work unless alternate proposals are specifically called for. A person, firm, or corporation that has submitted a sub-proposal to an Offeror, or that has quoted prices of materials to an Offeror is not thereby disqualified from submitting a sub-proposal or quoting prices to other Offerors or making a prime proposal.

12. GENERAL TERMS AND CONDITIONS

12.1 DEFINITIONS

- a. *Addendum*: a written or graphic instrument issued prior to the opening of proposals, which clarifies, corrects or changes the Request for Proposals. Plural: addenda.
- b. *Determination*: means in the written documentation of a decision of the procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains (§13-1-52 NMSA 1978).
- c. *Offeror*: any person, corporation or partnership legally licensed to provide design professional services in this state who chooses to submit a proposal in response to this Request for Proposals.
- d. *Purchasing Agent*: means the person or designee authorized by the city to manage or administer a procurement requiring the evaluation of proposals.
- e. *Request for Proposals*: or "RFP" means all documents, including those attached or incorporated by reference, used for soliciting purposes (§13-1-81 NMSA 1978).
- f. *Responsible Offeror of Proposer*: means an offeror or proposer who submits a responsive proposal and who has furnished, when required, information and data to prove that the proposer's financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services described in proposal (§13-1-83 NMSA 1978).
- g. *Responsive Offer or Proposal*: means an offer or proposal that conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity or delivery requirements (§13-1-85 NMSA 1978).

12.2 TERMS

- a. The terms *must, shall, will is required or are required*, identify a mandatory item or factor that will result in rejection of the Offeror's proposal.
- b. The terms *can, may, should, preferably or prefers* identify a desirable discretionary item or factor.

12.3 CONTRACTUAL TERMS

- a. *Amendment*: This contract will not be altered, changed, or amended except by a written document signed by the parties of this Contract.
- b. *Assignability*: The Consultant shall not assign, sublet or transfer their interests in this Contract without the written agreement of the City. If such an assignment is allowed, the Consultant shall be ultimately responsible to ensure that the work is performed satisfactorily. Any sub-contractors assigned must be approved by the City.
- c. *Authority to Bind the City*: The Consultant shall not have the authority to enter into any contracts binding upon the City or to create any obligations on the part of the City, except such as shall be specifically authorized by the City's representative, acting pursuant to authority granted by the City.
- d. *Binding Effect*: This contract shall be binding and shall insure to the benefit of the successors and assignees of the City and the Offeror.
- e. *Business License*: Prior to commencement of work, Offeror must secure a business license from the City of Las Vegas and submit proof thereof.
- f. *Conflict of Interest*: The consultant warrants that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services under this Contract.
- g. *Communication with the City of Las Vegas*: The consultant shall be required to periodically update the City of Las Vegas of the status of any project.

- h. **Funding:** This solicitation is subject to the availability of funds to accomplish the work. Payment and performance obligations for succeeding fiscal years shall be subject to the appropriation of funds. Therefore, when funds are not appropriated, or otherwise made available to support continuation of performance of the contract in a subsequent fiscal period, the contract will be terminated.
- i. **Gross Receipts Tax:** Unless otherwise agreed, Offeror is responsible for payment of gross receipts tax.
- j. **Indemnification:** The Consultant will indemnify, keep and hold harmless the City, its agents, officials and employees, against all suits or claims that may be based on injury to persons or property that is a result of an error, omission, or negligent act of the Consultant or any person employed by or acting on behalf of the Consultant.
- k. **Insurance:** (If Applicable) The Consultant must at all times hold errors and omissions liability insurance of at least \$1,000,000.00 and list the City of Las Vegas as an additional insured. Proof of compliance with this insurance requirement is to be provided to the City upon execution of this contract.
- l. **Method of Payment:** The Consultant shall submit itemized monthly statements of work performed on behalf of each City department as outlined herein. The City will then make payment by the 15th of the following month.
- m. **Notices:** Any notice required to be given under this Contract shall be deemed sufficient if given in writing by mail or hand-delivered to the City Clerk's office or by mail or hand-delivered to the Consultant's office.
- n. **Professional Standards:** The Consultant agrees to abide by and perform its duties in accordance with the Code of Ethics as established by the City of Las Vegas and/or its designee(s).
- o. **Scope of Contract:** This Contract incorporates all the agreements, covenants and understandings between the parties concerning the subject matter of this Contract, and all such agreements, covenants, or understandings, oral or written, of the parties or their agents shall not be valid or enforceable, unless embodied into this contract.
- p. **Subject to Other Documents:** This Contract is subject to the terms and conditions of the statutes of the State of New Mexico and Ordinances of the City of Las Vegas, New Mexico as they exist at the time that this Contract is signed or as they are hereafter amended. All such statutes and ordinances are incorporated by reference to this agreement.
- q. **Term:** The term of this agreement shall be for a period of one (1) year, which may be extended, upon written agreement of both parties, not to exceed a period of four (4) years.
- r. **Termination:** Either party may terminate this contract by giving written notice to the other party thirty (30) days in advance. However, if the Offeror is adjudged as bankrupt or insolvent, or defaults in any way, the City may, without prejudice to any other right or remedy, and after giving Offeror a minimum of ten (10) days from the delivery of a written notice, terminate the services of the Offeror.
- s. **Timelines:** All work shall be performed in a timely manner, as requested. Compensation for services not completed with agreed upon timelines will not be paid.
- t. **Work Stoppage:** The City of Las Vegas retains a unilateral right to order, in writing, temporary stoppage of the work or delay of the performance of the work, with a ten (10) day notice to the Offeror.

12.4 CONDITIONS

- a. **Bribes, Gratuities and Kick-Backs:** Pursuant to §13-1-191 NMSA 1978, reference hereby made to the criminal laws of New Mexico (including §30-14-1, §30-24-2 and §30-41-1 through §30-41-3 NMSA 1978) which prohibits bribes, kick-backs and

gratuities, violation of which is a felony. Furthermore, the Procurement Code (§13-1-28 through §13-1-199 NMSA 1978) imposes civil and criminal penalties for its violation.

- b. *Design Professional Registration:* All work shall be under the direction of the applicable design professional legally licensed and registered by the State of New Mexico.
- c. *Fees:* A lump sum fixed fee for Basic Service will be negotiated with the Offeror selected.
- d. *Funding:* The solicitation is subject to availability of funds to accomplish the work.
- e. *Governing Law:* The Agreement shall be governed exclusively by the laws of the State of New Mexico as the same from time to time exists.
- f. *Independent Contractors:* The Consultant and the Consultant's agents and employees are independent contractors and are not employees of the City. The Consultant and the Consultant's Agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles or any other benefits afforded to employees of the City as a result of the Agreement.
- g. *Professional Liability Insurance:* The Offeror will be required to carry professional liability (errors and omissions) insurance. The amount of coverage will be \$1,000,000.00.
- h. *Standard Form of Agreement between City and Consultant:* The form of agreement required by the funding agency or issued by the City will be used for this project. Copies are available upon request.

Copies of Request for Proposals can be obtained in person at the office of the City of Las Vegas' Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico 87701, 505.426.3262

EVALUATION SHEET

Offerors:

Proposal must address each of the following criteria to receive points.

Rating Sheet For (applicant name):		
Item	Possible Points	Points Awarded
1. Specialized Services as defined in the Scope of work	25	
2. Capacity and Capability	25	
3. Past Record and Performance	15	
4. Familiarity with City	15	
5. Current Volume of Work with the City that is less than 75% complete	10	
6. Required Certifications	10	
Subtotal Proposals Scope of Services	<u>100</u>	

CITY OF LAS VEGAS
RFP/BID/OPENING

DATE: JUNE 3/2020

OPENING NO.: 2020-11

TIME: 2:00 PM

DEPARTMENT: GAS

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

ITEM(S): PORTABLE FLAME IONIZATION SURVEY

	RECEIVED FROM:	AMOUNT	SUB CONTRACTOR LIST	BID BOND	AFFIDAVIT NOTARIZED	CAMPAIGN DISC. FORM
1	Heath Consultants				✓	✓
2	Southern Cross LLC				✓	✓
3						
4						
5						
6						

COMPANY REPRESENTATIVE

COMPANY NAME

1	<i>Margarita Silva</i>	City of Las Vegas - Inventory
2	<i>[Signature]</i>	CLV Purchasing
3	<i>[Signature]</i>	CLV Gas Dept.
4	<i>[Signature]</i>	CLV P/M
5	<i>[Signature]</i>	CLV Gas Dept.
6	<i>[Signature]</i>	CLV P/M
7		
8		
9		
10		

(use other side of form when full)

ORIGINALS TAKEN BY CITY CLERK:

[Signature]
DATE: 6-3-2020

OPENED BY: FINANCE DEPARTMENT

Margarita Silva
DATE: 6-3-20

COPIES TAKEN BY DEPT:

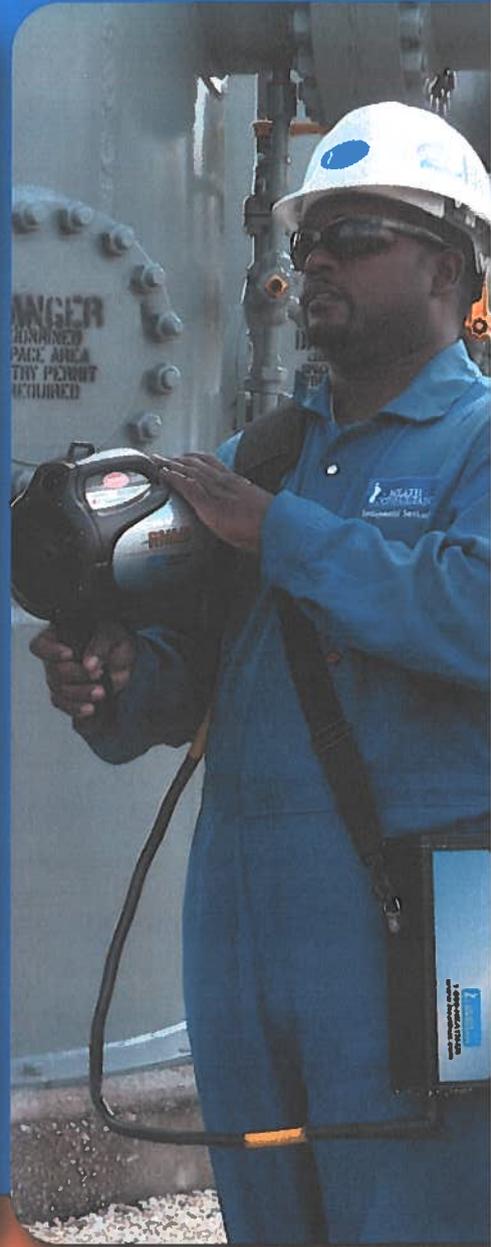
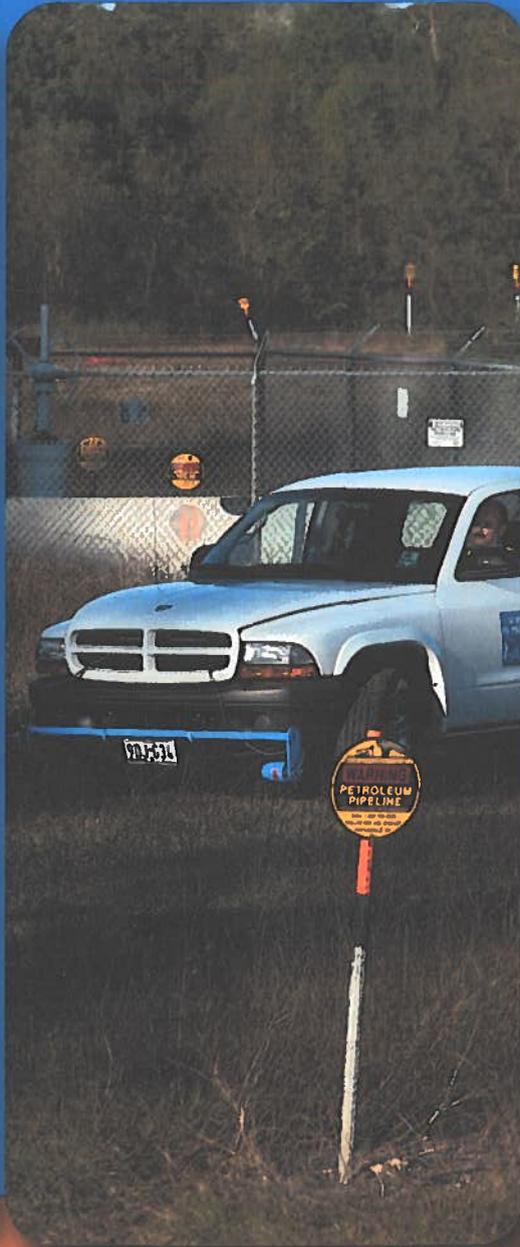
[Signature]
DATE: 6/3/2020



**HEATH
CONSULTANTS**

Your Safety...Our Commitment

FIELD SERVICE PROPOSAL **COPY**



CITY OF LAS VEGAS NEW MEXICO
1700 N. GRAND AVE.
LAS VEGAS, NM 87701

PORTABLE FLAME
IONIZATION SURVEY 2020

1-800-HEATH-US

WWW.HEATHUS.COM



Your Safety...Our Commitment

Certified
WBENC
Business Enterprise

June 1, 2020

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

RE: RFP Portable Flame Ionization Survey 2020

To Whom It May Concern:

Heath Consultants Incorporated is pleased to submit the following proposal to provide Portable Flame Ionization Surveys for the City of Las Vegas.

Heath is committed to providing high quality service to our clients at a competitive price and we look forward to continuing our successful partnership with the City of Las Vegas. The attached proposal is set up per the instructions in Section 6.2 Proposal Submittal Procedures in the RFP package.

As there was no formal Service Agreement or Contract included with the RFP, Heath would like to reserve the right to review any contracts or terms provided if awarded this work.

Thank you for the opportunity to submit this proposal. If you have any questions or choose to contract our services, feel free to contact our offices at 713-844-1300 or me directly at 713-844-1235. The pricing terms of this offer are valid for sixty (60) days from date of submittal unless otherwise stated in the RFP documents.

Sincerely,
HEATH CONSULTANTS INCORPORATED

Ken Cowher
Vice President of Operations

cc: Paul D. Wehnert – Sr. VP of Sales & Marketing
Mike Agredano – General Manager/Southeast Region
Gerald Sims – National Sales Manager
Sean Epps – Sales Representative
Contracts Administration



9030 Monroe Road
Houston, TX 77061

**1 - SECTION A - OFFER FORM
AND AFFIDAVIT**

**2 - SECTION B - CAMPAIGN
CONTRIBUTIONS
DISCLOSURE FORM**

**3 - SECTION C - PERSONNEL
EXPERIENCE**

4 - SECTION D - LICENSES

**5 - SECTION E - STATEMENT
OF QUALIFICATIONS &
REFERENCES**

**6 - SECTION F - OPERATOR
QUALIFICATION AND
TRAINING**

**7 - SECTION G - FINANCIAL
RESPONSIBILITY**

**8 - SECTION H - ADDITIONAL
PAPERWORK (DIVERSITY
CERTIFICATE)**

9 - INSURANCE

10 - PRICING

OFFEROR INFORMATION

OFFEROR: Heath Consultants Incorporated

AUTHORIZED AGENT: Kenneth E. Cowher

ADDRESS: 9030 Monroe Rd., Houston, TX 77061

TELEPHONE NUMBER (713) 844-1300

FAX NUMBER (713) 844-1309

DELIVERY: Not applicable

STATE PURCHASING RESIDENT CERTIFICATION NO.: Not applicable

NEW MEXICO CONTRACTORS LICENSE NO.: Not applicable

SERVICE (S): PORTABLE FLAME IONIZATION SURVEY

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

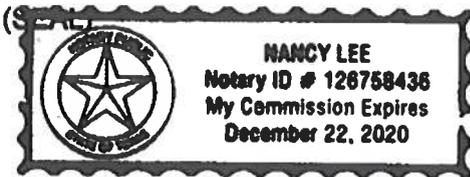
STATE OF TEXAS }

COUNTY OF HARRIS }

I, Kenneth E. Cowher 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.

Kenneth E. Cowher
Signature

Subscribed and sworn to before me, this 27th day of MAY, 2020.



Nancy Lee
Notary Public Signature
My Commission Expires: DECEMBER 22, 2020

Request for Taxpayer Identification Number and Certification

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Heath Consultants Incorporated</p>	
	<p>2 Business name/disregarded entity name, if different from above</p>	
	<p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC</p> <p><input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions. 9030 Monroe Rd.</p>	<p>Requester's name and address (optional)</p>
	<p>6 City, state, and ZIP code Houston, TX 77061</p>	
	<p>7 List account number(s) here (optional)</p>	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
0	4	-	2	1	4	4	7	3	1

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	<p>Signature of U.S. person ▶ </p>	<p>Date ▶ 05/22/20</p>
------------------	------------------------------------	------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

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.

Heather E. Cooper
Signature

5/28/20
Date

Vice President of SBU Operations
Title (Position)

JOSEPH M. AGREDA NO
REGIONAL MANAGER WESTERN DIVISION

SUMMARY OF QUALIFICATIONS

- 26 years' experience in the natural gas leak inspection with Heath Consultants Incorporated
- Certified by Heath Consultants to perform, supervise and train all phases of leak detection
- Responsible for contracted surveys in several states

PROFESSIONAL EXPERIENCE

- Manage Customer Satisfaction
- Manage employees in the southern Arizona, New Mexico, and Northern California, Northern and Southern Nevada, Montana, Colorado performing gas leak survey, gas leak audit survey of client, AC inspections.
- Manage relationship and contracts with major gas companies in western U.S.
- Hire personnel and train procedures for leak survey projects
- Create a team atmosphere with gas company clients and Heath Consultants Incorporated.
- Complete and analyze daily, weekly, and end of month reports
- Analyze and manage data to meet and exceed revenue and expense goals
- Meet daily with utility company to go over monthly projects
- Liaison between upper management, field personal, and utility companies
- Conducted gas leak surveys in Arizona, California, Nevada, New Mexico, Texas, and Illinois

EMPLOYMENT HISTORY

- General Manager- Western Division
 - Field Services Manager – Western United States
 - Project Manager- Tucson, AZ
 - Crew Leader for southern Arizona, New Mexico, Southern Texas, Southern California
 - Field Consultant- Continental United States
-

MARTIN DICOCHEA

PROJECT MANAGER – WESTERN DIVISION

SUMMARY OF QUALIFICATIONS

- Over 12 years experience in the natural gas/utility industry with Heath Consultants Incorporated
- Certified as a gas leak survey technician (DOT)
- Responsible for 4 (four) projects and approximately 50 crew members
- Strong client relationships

PROFESSIONAL EXPERIENCE

2008—2011 – Heath Consultants Incorporated – Leak Surveyor (Technician)

- Worked in the field with other crew members
- In charge of my production and quality
- Maintained a safe record (No accidents)
- Worked on Southwest Gas & Kinder Morgan Facilities
- Certified on all equipment

2012-2015 – Heath Consultants Incorporated – Crew Leader

- In charge of crew safety
- Managed production
- Assigned work and oversaw quality control
- Payroll
- Trained new hires

2015-Present – Heath Consultants Incorporated – Project Manager

- Promote Safety as a core value throughout the projects
 - Recruiting
 - Payroll
 - Budgeting
 - Client Relations
 - In charge of quality of work and productivity of crew
 - Problem Solving
 - Managing Inventory and Fleet
-

CITY OF LAS VEGAS, NEW MEXICO
BUSINESS LICENSE/REGISTRATION

BUSINESS: _____
HEATH CONSULTANTS INC.
LIC. #3529
ADDRESS: _____
LAS VEGAS, NEW MEXICO 87701

2017 **2018** **2019**
2020 Renewal
Pending

APPROVED
COMMUNITY DEVELOPMENT BUSINESS OWNER

LAS VEGAS
NEW MEXICO
Old Trails, New Adventures

Tonita Gurulé-Girón
Tonita Gurulé-Girón
MAYOR

STATEMENT OF QUALIFICATIONS

Heath Consultants Incorporated (Heath) was founded in 1933 and since that time we have committed to continually improving our field techniques with an in-house training department focused on providing the best field training in the industry to our technicians. Heath is recognized as the premier "world class" provider of services to the utility protection market. We have extensive experience in the natural gas industry providing services related specifically to underground natural gas systems. These services include gas leakage surveys, gas leak pinpointing, odor complaint response, corrosion control, valve maintenance, cathodic protection services, underground facility locating and more. Heath has been called upon by many companies around the world to perform special investigations and provide expert witness testimony.



Heath's qualified and experienced management team provides strong direction that focuses on customer service and satisfaction. We have an excellent track record with utilities throughout the United States and abroad. Our extensive experience, local presence and dedicated regional recruiters allow us to meet project coordination, scheduling needs and staffing requirements. Currently, Heath employs approximately 1,600 people in the United States who specialize in utility protection services.

The Services Business Unit (SBU) concentrates on natural gas leak detection, underground utility locating and meter services with direct supervisors called Project Managers, who unlike Project Managers with other service providers have no sales responsibility. Each member of the Heath service team is committed to completing the required tasks accurately and on-time. The SBU division incorporates many techniques to ensure that the customer receives a quality service, including tagging, auditing and retraining.

Heath strives to maintain a positive and respectable employee image for both our clients and us.



All employees are given employee photo ID cards. These are replaced when they begin to show signs of wear.

All Heath vehicles have logos on both doors and an 800 number on the back asking, "How is my driving?" with the unit number. The equipment provided to our technicians is the most technologically advanced equipment on the market today and can include an array of optical, infrared, flame-ionization and more.

Heath is also certified by the Women's Business Enterprise National Council (WBENC) as a Women's Business Enterprise (WBE). Heath maintains a diversity program to include minority owned businesses in our vendor base.



NATURAL GAS INDUSTRY REFERENCES

Baltimore Gas & Electric Company

1699 Leadenhall Street

Baltimore, MD 21230

Kyle Carson – Leak Survey Supervisor

(410) 470-8814

Kyle.carson@bge.com

Provide compliance leak detection services for over 655,000 gas customers in Baltimore and surrounding Maryland area.

PECO Energy (EXELON)

300 Front Street.

Conshohocken, PA 19428

Kraig Rongstad – Supervisor Leak Survey

(610) 832-6516

Kraig.rongstad@exeloncorp.com

Provide compliance leak detection services (490,000 customers) of PECO Energy in Pennsylvania.

Atmos Energy

5430 Lyndon B Johnson

Dallas, TX 75240

Brian Jackson

(469) 261-2318

Brian.jackson@atmosenergy.com

Provide compliance leak detection services for all covered areas including North Texas, Mid- Texas, Kentucky, Tennessee, Louisiana and Mississippi.

Southwest Gas Corporation

PO Box 98510

Las Vegas, NV 89139-8510

Jerome T. Schmitz, PE

Vice President - Engineering

(702) 876-7112

jerry.schmitz@swgas.com

Provide compliance leak survey for ALL divisions (1.8 million customers) of Southwest Gas Corporation in Nevada, Arizona and California.

Piedmont Natural Gas

4720 Piedmont Row Drive

Charlotte, NC 28210

Keith Napier – Director of Gas Operations

(704) 731-4081

keith.napier@duke-energy.com

Provide compliance leak survey for all division (1.0 million customers) in North and South Carolina and Tennessee.

Washington Gas Light

6801 Industrial

Springfield, VA 22151

Michael Upshaw – Manager Leak Survey

(703) 750-4479

mupshaw@washgas.com

Provide compliance leak surveys for Maryland, D.C. and Virginia coverage areas.

CenterPoint Energy

P.O. Box 4567

Houston, TX 77210

Steve Yarborough – Regional Operations Manager

(713) 207-5700

Steve.yarborough@centerpointenergy.com

Provide compliance leak surveys throughout their region.

Memphis Gas Light & Water

P.O. Box 430

Memphis, TN 38101

Bill Harris

(901) 634-0630

wharris@mlgw.org

Provide compliance leak survey for Memphis and surrounding areas.



OPERATOR QUALIFICATION PROGRAM	Heath Consultants Inc. Training Department
Effective Date: 04/27/2001	Revised: 10/1/2016 kk

Purpose:

The purpose of this plan outlines the process Heath Consultants Incorporated (hereto fore referred to as the "company") utilizes to comply with 49 CFR 192 "Operator Qualification" (OQ Rule) while performing covered tasks as it's own entity or in conjunction via contract with a owner of natural gas transmission/distribution facilities (hereto fore referred to as the "operator"). The effective date of this written plan is April 27, 2001.

Contact: Roy Montemarano – Training & Dev. Mgr., 9030 Monroe Rd. Houston, TX. 77061. 713-844-1389

Contents:

1. Definitions – 192.803
2. Qualification Program – 192.805 (a - g)
3. Evaluations - 49 CFR 192.805(b)
4. Non-qualified individuals – 49 CFR 192.805(c)
5. Evaluations following incidents – 49 CFR 192.805(d)
6. Evaluations related to performance – 49 CFR 192.805(e)
7. Communication of changes – 49 CFR 192.805(f)
8. Evaluation intervals – 49 CFR 192.805(g)
9. Record Keeping – 49 CFR 192.807
10. Implementation – 49 CFR 192

1. Definitions

1.1. **Abnormal operating conditions** – defined in 49 CFR 192.803 as a condition that indicates a malfunction of a component or deviation from normal operations that may indicate a condition exceeding design limits or result in a hazard(s) to persons, property, or the environment.

Application in Company operation: Personnel must be able to identify AOC's while performing a specified covered task. See attached APPENIX 3.

1.2. **Evaluation** – defined in 49 CFR 192.803 as a process established by the company to determine an individual's ability to performed a covered task by at least two of the following methods of knowledge test and skill assessment:

- a) Written examination, knowledge test (passing grade 80%)
- b) Oral examination, knowledge test (pass / fail)
- c) Observation During: Skill assessments (pass/fail)
 - a. Performance on the job
 - b. On the job training
 - c. Simulations
- d) Other forms of assessment: Knowledge tests and Skill assessments
 - a. Third party qualification through MEA, Veriforce, Energy WorldNet, ITS, OQSG, Operator Testing, Computer Based testing, etc. at request of client.



1.2.1. **Evaluator criteria: Training & Performance:**

- a) Evaluator can only conduct evaluations based on his/her experience – specific related groups or categories of tasks.
- b) Technical references have been provided to attest to his/her abilities to perform specific task.
- c) Evaluator has been through a “train the evaluator” course such as SGA, MEA, Veriforce, etc.

1.3. **Significant:** as applicable to OQ program modification requiring notification; and clarification to assist company to ensure OQ reviews are being done

1.4. **Integrity** – the pipelines ability to operate safely and to withstand stresses imposed during operations. As an Operator representative it is the Companies job to assist in the integrity.

1.5. **Qualified** – defined in 49 CFR 192.803 as an individual; who has been evaluated, can perform assigned covered tasks and can recognize and react to abnormal operating conditions encountered on the job. Individuals are qualified by a company evaluator, operator, and/or third party qualifications.

1.6. **Transitional** – qualification completed by October 28, 2002 of individuals who have been performing a covered task on a regular basis prior to August 27, 1999 (and have continued to do so).

1.7. **Pipeline facility** – defined in 49 CFR 192.3 as new and existing pipeline, rights-of-way, and any equipment, facility, or building used in the transportation of gas or in the treatment of gas during the course of transportation.

1.8. **Covered task (see list - Appendix 1)** – defined in 49 CFR 192.801 as an activity identified by the company and/or operator as meeting all of the following: (**Four – part rule**).

- 1.8.1. The activity is performed on the pipeline facility.
- 1.8.2. Is an operations, maintenance, or new construction activity
- 1.8.3. Is performed as a requirement of 49 CFR 192.
- 1.8.4. Affects the operation or integrity of the pipeline.

2. **Qualification Program - Identification of covered tasks** – 49 CFR 192.805(a)

2.1. This program includes a list of performed covered task(s) identified by the company using criteria set forth in the OQ Rule and as specified in 1.9. Regulatory Agencies and Operators, the company provides service for, can request amendments to the covered task list. An OQ Coordinator may be assigned to maintain and/or amend identified covered tasks and/or the program. **The covered task list can be found in Appendix 1. Evaluation methods listed under 1.2**

Example: Leak Surveys:

- a. Performed on a pipeline facility? Yes
- b. Is an operation and maintenance task? Yes
- c. Is performed as a requirement? Yes – required by 49 CFR 192.706 & 723
- d. Affects the operation or integrity of the pipeline? Yes

Since all four criteria are met, leak survey is a covered task.

Example: Meter Reading:

- a. Performed on a pipeline facility? Yes
- b. Is an operation and maintenance task? Yes
- c. Is performed as a requirement? No – not a requirement of CFR 192
- d. Affects the operation or integrity of the pipeline? No

Since meter reading fails at least one of the four criteria, it is not considered a covered task.



3. Evaluations – 49 CFR 192.805(b)

- 3.1. Company personnel currently performing “covered tasks” on the Implementation Date of the OQ Rule (August 27, 1999) qualify under “Transitional” clause or “Work History” Note: “Work History” will not be used as the sole evaluation method after October 28, 2002 & Dec. 16, 2004, respectively.
- 3.2. Any person not previously qualified shall qualify according to guidelines set forth in the company’s training and development programs. The program(s) involving “covered tasks” includes at least 2 appropriate evaluation methods as described in the OQ Rule and as shown in 1.2 above.
- 3.3. Written examinations, when required by the operator or company, require a score of 80% to be successful. Unsuccessful scores, below 80%, will require retesting as soon as appropriate. Unsuccessful field evaluations, will require retesting during the employees next scheduled 8 hour shift. Three consecutive unsuccessful attempts would disqualify the employee from performing that particular covered task. All incorrect answers will be reviewed, by the evaluator, with the employee prior to the employee leaving the testing facility to ensure the employee fully understands all responses.
- 3.4. **TRAINING:**

The training requirements in this program are effective on December 17, 2004. Documentation of training programs and training prior to that date is not required. If applicable documentation prior to that date exists, it should be retained and made available in accordance with this program.

 - 3.4.1. Company shall assure that qualified individuals who perform covered task or who have qualification program responsibilities are trained on the requirements of the qualification program. The content of this training may vary based on an individual’s responsibilities. Consideration should be given, but not be limited, to including such items in the training as follows:
 - 3.4.2. OQ Orientation and Abnormal Operating Condition Training- (AOC lists provided in accordance to specific Operator requirements.)
 - 3.4.3. Company shall assure that a process for determining the need for training an individual is established through:
 - a) Reviewing an individual’s prior education, experience and training and determining what training an individual is required to complete.
 - a) Assuring the training requirements for an individual are met.
 - b) Consideration of the need to train an individual will include:
 - 1) Has not previously performed the covered task.
 - 2) Is seeking qualification for a covered task outside their knowledge and skills.
 - 3) Qualification has been suspended and it is determined training is appropriate to support restoration of the qualification.
 - 4) Fails an evaluation for qualification and it is determined training is required.
 - 5) Knowledge or skills to perform the covered task have changed.
 - 6) Will utilize new equipment or procedures to perform a covered task.
- 3.5. Evaluation methods and evaluators include management designated internal personnel and approved materials, approved outside resources, and Operators we provide service for; along with Regulatory Agencies’ recommendations.



4. **Non-Qualified Individuals** – 49 CFR 192.805(c)

- 4.1. Non-Qualified individuals can perform covered tasks only under direct supervision of a qualified person(s) of the company or operator. The qualified person assumes responsibility, ensuring safe performance of covered task: including being in position to take **immediate** corrective action if necessary. Qualified individuals will not exceed a span of control for more than three non-qualified individuals (1:3) or will not exceed operators established ratios.

5. **Evaluations Following Incidents** – 49 CFR 192.805(d)

- 5.1. If determined by the company, Operator or Regulatory Agency, qualified person(s) contributed to an incident involving a covered task, the company ensures involved person(s) will no longer perform covered tasks without direct supervision until evaluated and deemed qualified by company and or Operator. During the investigation the individual/s involved shall not perform task (s) that may have contributed to the incident.

Examples: An event such as the miss locate of a pipeline, natural gas, LNG, liquid or other product pipelines, and / or other facilities such as electric and telephone, that has caused damage, injury, and loss to the operator (s).

- 5.2. If company or Operator reasonably deems person(s) is no longer qualified to perform covered task, identified person(s) may no longer perform covered task without direct supervision until evaluated and qualified by company and or Operator.

6. **Evaluations Related to Performance** – 49 CFR 192.805(e)

- 6.1. The company or Operator requires an individual to be evaluated if there is reason to believe that the individual is no longer qualified to perform a covered task. This could occur if the individual displays unsatisfactory performance of the task or there is any reason to believe the individual can no longer perform the covered task in a qualified manner.

- 6.2. If the company or Operator has reason to believe that an individual is no longer qualified to perform a task due to unsatisfactory performance or any other reason, the individual's status will be revised to non-qualified, and will be restricted from independently performing the covered task until evaluated and qualified in accordance to 1.2 above.

- 6.3. The company will be responsible for determining if an individual is no longer qualified to perform a covered task due to unsatisfactory performance or other reasons and will ensure that the individual is evaluated and qualified before resuming performance of the covered task. Evaluation methods and evaluators include management designated internal personnel and approved materials, approved outside resources, and Operators we provide service for: along with Regulatory Agencies' recommendations.

7. **Communication of Changes** – 49 CFR 192.805(f)

- 7.1. The company realizes the constant changes in the industry impacting the performance of covered tasks. These changes shall be communicated to the qualified personnel in the most efficient and effective manner available to the company. Channels of communication include, but are not limited to: redesign of internal program(s) and material including evaluation if necessary, written bulletin, tailgate meetings, electronic generated notices, emails, amendments' to the OQ Plan, and/or recommendations from Regulatory Agencies or Operators.



7.2. Changes affecting covered tasks or the qualification program.

7.2.1. The company will notify the operator of any changes identified including results of the analysis for impact on qualifications and/or the qualification program.

7.2.2. Changes that affect the qualification program shall be communicated to qualified individuals prior to implementation.

7.3. Program Performance and improvement:

7.3.1. A periodic review of the OQ plan will be conducted when it is practical to incorporate improvements identified through, employee feedback, audit findings, operator changes, industry change and new technology.

7.3.2. The changes will be communicated to all impacted personnel as stated in this section 7, utilizing the methods outline in section 7.1.

8. Evaluation Intervals – 49 CFR 192.805(g)

8.1. All personnel performing covered tasks and participating in the company's quality program shall subsequently re-qualify no later than the end of the third calendar year since their last recorded qualification. Operator specified covered task may require a re-qualification of one calendar year. The evaluation shall include the evaluation methods described in 1.2 above. Any person(s) who has not performed a specific covered task during a rolling twelve month period, must qualify before performing specific task; evaluation to include methods indicated in 1.2 above.

9. Record Keeping – 49 CFR 192.807

The company shall maintain records that demonstrate compliance with 49 CFR subpart N.

- a. Qualification records shall include:
 - i. Identification of qualified individual (s);
 - ii. Identification of covered tasks the individual is qualified to perform;
 - iii. Date (s) of current qualification; and
 - iv. Qualification method (s).
- b. Records supporting an individual's current qualification shall be maintained while the individual is performing the covered task. Records of prior qualification and records of individuals no longer performing covered task shall be retained for a period of five years.
- c. This information is available to Regulatory Agencies and Operators having a vested interest.
- d. The current method of maintaining records are electronic data and hard copy: at corporate headquarters, regional locations or as provided by outsourced vendors. Programs and locations may change as technology improves.
- e. Not applicable for sub-contractors – Heath does not use sub-contractors in our line of business.

10. Implementation – 49 CFR 192

10.1. The company complies with the dates and requirements stated in the OQ Rule. (Work History cutoff date, August 27, 1999; Effective date of the rule, October 26, 1999; Publication date of written plan, April 27, 2001; Date after which all persons performing covered tasks are qualified under this plan, October 28, 2002 & Dec. 16, 2004).



Appendix 1

Covered Task List

1. **Leak Survey / Investigation:** Conduct a transmission, main, service line, business district or non-business district leakage survey using leak detection equipment, such as FI, RMLD, DPIR, OMD, CGI, conduct mobile or walking, transmission or service line and special onetime surveys.
 - 1.1. Perform leakage surveys: Transmission lines – 49 CFR 192.706
 - 1.2. Perform leakage surveys: Distribution lines – 49 CFR 192.723Example of Training outline enclosed

2. **Patrolling:** Foot, vehicular or aerial means may be utilized to perform this task. In addition to inspecting the pipeline, inspection of surface conditions on or adjacent to the pipeline right-of-way, construction activity and other conditions that might affect safety and operations of the pipeline should be included.
 - 2.1. Patrolling transmission lines – 49 CFR 192.705
 - 2.2. Patrolling distribution lines – 49 CFR 192.721

3. **Line Locating:** Refers to the use of line-locating equipment to determine the location of a company's underground natural gas mains and services.
 - 3.1. Locate and temporarily mark buried pipelines in an excavation area – 49 CFR 192.614(c)(5)
 - 3.2. Standby for prevention of damage to pipelines – 49 CFR 192.614(c)(6)Example of training outline enclosed

4. **Corrosion Control:** Refers to use of a voltmeter to measure the voltage difference between the pipe and the surrounding soil to determine adequate levels of cathodic protection on protected lines and if active corrosion is occurring on unprotected lines. Examine aboveground metallic pipelines for signs of pitting or other evidence of corrosion. Recognizing corrosion that jeopardizes the integrity of the pipeline.
 - 4.1. Monitor/test for cathodic protection – 49 CFR 192.465(a)
 - 4.2. Monitor/test for atmospheric corrosion – 49 CFR 192.481

5. **Valve Maintenance:** Refers to the required inspection of valves used to control the transportation of natural gas. The description of this task, for OQ purposes, applies to all valve inspections, critical and non-critical, located at compressor stations or transmission and distribution lines.
 - 5.1. Operate valve to discontinue service to a customer – 49 CFR 192.727(d)
 - 5.2. Inspect/maintain distribution valves – 49 CFR 192.747

6. **Customer Service – Change out Meters:** refers to active/inactive meter replacement, regulator replace/adjustment, piping adjustments, and customer relights/code inspection.
 - 6.1 Atmospheric corrosion monitoring: Internal/External-above ground structures – 49 CFR 192 Subpart I – Requirements for Corrosion Control.
 - 6.2 Emergency response and restoration – 49 CFR 192.615
 - 6.3 Customer pressure regulating, limiting and relief devices O&M: Residential, small commercial, large commercial and industrial – 49 CFR 192.619, 49 CFR 192.621, 49 CFR 192.623



Not a Covered Task – Referring to Meter Reading only

- 7. Meter Reading - Items below are covered while performing this job function – if requested.**
 - 7.1 Atmospheric corrosion monitoring: Internal/External-above ground structures – 49 CFR 192 Subpart I – Requirements for Corrosion Control.
 - 7.2 Emergency response and restoration – 49 CFR 192.615
 - 7.3 Prevention of accidental ignition – 49 CFR 192.751
 - 7.4 Meter Set – Repair, Rebuild or Replace – 49 CFR 192.739, 49 CFR 192.741, 49 CFR 192.743, 49 CFR 192.747



APPENDIX 2

Q & A: Training and Qualification – Operator Qualification (OQ)

1. 1. Does OQ plan include covered task? **Yes.** Each Heath employee prior to going into the field to perform the required covered task is OQ based on client requirements.
2. Are task reviewed / reevaluated? **Yes – every 6 months.**
3. Contractor adheres to OQ plan? Heath does not use sub – contractors.
4. 4. Are evaluation methods established and documented? **Yes.** Heath has an in-house OQ plus documented data based on both Heath and Client requirements. Can be Heath in-house OQ's, third party OQ's, such as, MEA, Veriforce, ITS, EWN, etc.
5. Abnormal Operating Conditions: Documentation of AOC's / recognizing / reaction. Testing done through Heath & third party evaluator for clients. See appendix 3 on items covered per task required.
6. OQ records for each individual are available and can they be verified? **Yes to both questions.** Heath has an in-house data base plus, per client requirements, have records available through ISN and Veriforce for review by clients.
7. 7. Covered task performed by Non-qualified personnel: If done – only under the supervision of qualified personal. Span of control criteria would be used based on covered task and client requirements. However, Heath personnel are all Operator Qualified prior to conducting any covered task.
8. Personal Performance monitoring: Audits are conducted by in-house and client personnel to evaluate individuals performance. If problem detected, based on severity, re-training and re-evaluation maybe required.
9. Changes to program: Changes are relayed though weekly tailgate meetings, and if a task requires more testing for personnel it will be scheduled for re-training.
10. Merger / Acquisitions: the company does not engage in merger/acquisition activities, however when a qualified employee is a hired, that employee is qualified using the company OQ requirements and or the third party vendor testing which is specified by our client/operators.



APPENDIX 3

ABNORMAL OPERATING CONDITIONS (AOC)

(Examples of AOCs include, but are not limited to the following):

1. Leak survey / Investigation:

- a. Gas Leakage (Hazardous)
- b. Probe Damage Pipe / Coating
- c. Multiple Leaks
- d. LP or other gas present
- e. Gas in Utility ducts / Sewer system / water boxes
- f. Atmosphere corrosion
- g. Damage to MSA / subsidence / buried meters – touching ground / buried shutoffs
- h. Regulator vent located near building opening
- i. Regulator vent screen missing
- j. Outside vent missing for inside meter set
- k. Sources of ignitions – static, gasoline cans, electrical utility within 3 ft of gas facility
 - l. Fire, explosion, blowing gas
- m. No barricade protection for MSA
- n. Floods, wash outs, subsidence, exposed pipe, unsupported pipe,
- o. Dryer vent / house vent / window too close to MSA
- p. Meter sitting on surface

2. Patrolling

- a. Damage to pipe
- b. Evidence of leakage – dust blowing in air, odor, or dead vegetation
- c. Loss of segment support
- d. Damage to pipe support
- e. Land subsidence, erosion, flooding, root damage, loss of cover
- f. Deterioration of exposed pipe, supports
- g. Damage to casing vents
- h. Encroachment / building over pipeline
- i. Missing / damaged line markers

3. Line Locating

- a. Unable to locate pipe
- b. Atmosphere Corrosion
- c. Damage to MSA / subsidence / buried meters – touching ground / buried shutoffs
- d. Damaged to pipe / coating
- e. Missing / Illegible / Damaged line markers
- f. Missing / Damaged tracer wire
- g. Evidence of leakage



AOC's - CONTINUED

4. Corrosion Control

- a. Atmosphere Corrosion
- b. Pitting, cracked, peeling, disbanded, moisture under coating,
- c. Pipe wall damage, evidence of coating deterioration
- d. Contact with foreign structures
- e. Basic oxidation
- f. Pipe to Soil reads inadequate
- g. Damage to connection / pipe
- h. Instrument failure
- i. Evidence of leakage

5. Valve Maintenance

- a. Valve not turning
- b. Damage to valve
- c. Unable to locate
- d. Evidence of leakage

6. Customer Service – meter change out

- a. Red Tag - appliance out of compliance
- b. Vents size incorrect / not connected / improper clearance
- c. Atmosphere Corrosion
- d. Failure of pressure test of customer fuel line
- e. Bad Regulator Vent
- f. Pipe damage
- g. MSA damage
- h. Evidence of leakage

7. Meter Reading

- a. Evidence of leakage
- b. Damage to MSA / buried meters & shutoffs / meters touching ground
- c. Atmosphere Corrosion
- d. No barricade protection for MSA
- e. Location of regulator to dryer vent/house vent/window
- f. Location of meter to ignition source

Reaction:

Based on client requirements:

1. Call to companies dispatch if immediate reaction required.
2. Document if AOC not a present danger.



Section	
Contents	"Added sections 4-10"
1.2 Rev	"2 methods required for qualification, a)knowledge test and b)skill assessment"
3.2 Rev.	"at least 2 appropriate"
3.3 New	"Written examinations, when required by the operator or company, require a score of 80% to be successful. Unsuccessful scores, below 80%, will require retesting during the employees next scheduled 8 hour shift. Three consecutive unsuccessful attempts would disqualify the employee from performing that particular covered task. All incorrect answers will be reviewed, by the evaluator, with the employee prior to the employee leaving the testing facility to ensure the employee fully understands all responses."
3.4 New	"TRAINING. Entire 3.4 section regarding training requirements."
7.2 New	"(New) Changes affecting covered tasks or the qualification program."
7.3 New	Program Performance and Improvement
Appendix 1	Added definitions to covered tasks
Appendix 2	Q&A added
Appendix 3	AOC list

HEATH CONSULTANTS INCORPORATED

DUNS: 00-106-0656

Dashboard

Company Info

Address:
9030 W Monroe Rd
Houston, TX 77061

Phone:
(713) 844-1300

DBA's:

Mailing Address:

Fax:

URL:
www.heathus.com

Location Type:
Headquarter

Scores

PAYDEX®	Delinquency Predictor		Financial Stress		Credit Limit Rec.	DandB Rating
Score 73 ▲	Score 580 ▲	Class 1	Score 1455 ▼	Class 3	Recommendation \$1000K	Rating 1R3

Payments Summary

Current PAYDEX®: 73 Equal to 11 days beyond terms
Industry Median: 73 Equal to 11 DAYS BEYOND terms
Payment Trend: ↔ Unchanged, compared to payments three months ago

Total payment Experiences in D&Bs File (HQ): 137
Payments Within Terms (not dollar weighted): 71%
Average Highest Credit: 15,933
Largest High Credit: 300,000
Highest Now Owing: 100,000
Highest Past Due: 20,000

Scores

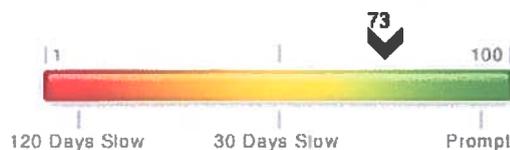
PAYDEX®

73 ▲

3 Month PAYDEX®

75

11 days beyond terms





WOMEN'S BUSINESS ENTERPRISE
NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

hereby grants

National Women's Business Enterprise Certification

to

Heath Consultants Incorporated DBA Not Applicable

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).

This certification affirms the business is woman-owned, operated and controlled; and is valid through the date herein.

WBENC National WBE Certification was processed and validated by
Women's Business Enterprise Alliance, a WBENC Regional Partner Organization.

April Day
Authorized by April Day, President
Women's Business Enterprise Alliance

Certification Granted: August 31, 2016

Expiration Date: August 31, 2020

WBENC National Certification Number: 2005129570



NAICS: 541990, 238990, 334519, 561990
UNSPSC: 41115509, 46171613, 72154019, 77121505, 83101604





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/25/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insgroup, Inc. 5151 San Felipe, 24th Floor Houston, Texas 77056	CONTACT NAME: Linda Fontenot PHONE (A/C, No. Ext): 713-541-7272 E-MAIL ADDRESS: lfontenot@insgroup.net FAX (A/C, No): 713-772-5224																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A :</td> <td>Starr Indemnity & Liability Company</td> <td>38318</td> </tr> <tr> <td>INSURER B :</td> <td>Indian Harbour Insurance Company</td> <td>36940</td> </tr> <tr> <td>INSURER C :</td> <td></td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Starr Indemnity & Liability Company	38318	INSURER B :	Indian Harbour Insurance Company	36940	INSURER C :			INSURER D :			INSURER E :			INSURER F :	
INSURER(S) AFFORDING COVERAGE		NAIC #																			
INSURER A :	Starr Indemnity & Liability Company	38318																			
INSURER B :	Indian Harbour Insurance Company	36940																			
INSURER C :																					
INSURER D :																					
INSURER E :																					
INSURER F :																					
INSURED Heath Consultants Incorporated 9030 Monroe Road Houston TX 77061																					

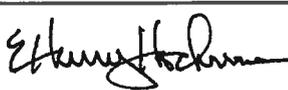
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			1000090437191	7/30/2019	7/30/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS			1000198851191	7/30/2019	7/30/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			1000095274191	7/30/2019	7/30/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	POLLUTION LIABILITY			US00085663LI19A	7/30/2019	7/30/2020	\$10,000,000 Agg
B	PROFESSIONAL LIABILITY			US00085663LI19A	7/30/2019	7/30/2020	\$10,000,000 Agg

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

****See Attached****

CERTIFICATE HOLDER City of Las Vegas New Mexico ATTN: Carmen Tafoya 1700 N. Grand Ave. Las Vegas, NM 87701	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Henry Hochman / 
---	---

Additional Remarks Schedule

The General Liability policy includes a blanket additional insured endorsement OG184 0412 and waiver of subrogation endorsement CG2404 0509 policy contains a special endorsement with the primary and non-contributory wording per endorsement CG2001 0413 to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. Contractual Liability coverage provided by the policy is standard and may not cover all liabilities assumed by the named insured under the contract with the certificate holder endorsement CG0001 0413. Policy include a blanket 30 day notice of cancellation endorsement SILL 100 1014 to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. The Auto Liability policy provide a blanket additional insured endorsement SICA1016 0414 waiver of subrogation endorsement CA0444 1013 to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. Policy include a blanket 30 day notice of cancellation endorsement SICA1028 1115 to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. The Umbrella Liability Policy provides follow form excess limits over General Liability (including Products and Completed Operations), Auto Liability and Employers Liability Insurance (with respect to Professional Employer Organization (PEO) SOI/Heath Consultants INC client #7913 only). The policy includes Additional Insured status and waiver of subrogation regarding form number XS100 1008, to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)
2/12/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Commercial Lines USI Insurance Services LLC 2601 South Bayshore Drive, Suite 1600 Coconut Grove, FL 33133	CONTACT NAME: PHONE (A/C. No. Ext): 888-572-2412 E-MAIL ADDRESS: certs@trinet.com	FAX (A/C. No.):
	INSURER(S) AFFORDING COVERAGE	
INSURED TriNet HR XI, Inc. F/W/L Heath Consultants Incorporated 9000 Town Center Parkway Bradenton, FL 34202	INSURER A: Indemnity Insurance Company of North America	NAIC # 43575
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 14822428** **REVISION NUMBER: See below**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE AGGREGATE	\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WLR_C67467504	03/01/2020	03/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	2,000,000 2,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Workers' Compensation Insurance is limited to employees of Heath Consultants Incorporated through a co-employment contract with TriNet HR XI, Inc.

CERTIFICATE HOLDER

City of Las Vegas New Mexico
 1700 N. Grand Avenue
 Las Vegas, NM 87701

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

B. M. Cant

The ACORD name and logo are registered marks of ACORD © 1988-2015 ACORD CORPORATION. All rights reserved.



Your Safety...Our Commitment

May 29, 2020

David Marquez
City of Las Vegas
1700 N. Grand Ave.
Las Vegas, NM 87701

Re: 2020 Gas Leak Survey

Mr. Marquez:

Heath Consultants Incorporated is pleased to offer this pricing proposal for the City of Las Vegas Natural Gas Leak Survey.

The work will be conducted utilizing either Heath's RMLD™ or DP-IR™ for both mobile and walking surveys. All leakage detected will be classified according to hazard and documented on a diagrammatic report. Upon completion of the survey, a bound final report will be furnished to the City of Las Vegas Natural Gas department summarizing findings.

In addition:

- Any hours in excess of 40 hours per week will require prior approval by the City of Las Vegas Gas Manager.
- Hourly rates below, per hour per technician.
- Per diem rates are per day, per technician.

The pricing for this work is as follows:

	Year 1	Year 2	Year 3	Year 4
Performance Bond/Year	\$1,500	\$1,500	\$1,500	\$1,500
Hourly Leak Survey Per Technician	\$100	3% Increase	3% Increase	3% Increase
Portal to Portal Travel	\$100	3% Increase	3% Increase	3% Increase
Customer Specific Training	\$100	3% Increase	3% Increase	3% Increase
Stand by Time	\$100	3% Increase	3% Increase	3% Increase
Daily Per Diem	\$175	3% Increase	3% Increase	3% Increase
Time over 40 hours per week – per hour/per technician (upon approval)	\$150.00	3% Increase	3% Increase	3% Increase

The estimated year one total of this survey, based on 205-man hours, is \$22,500. This excludes any needed overtime or travel.

If you have any questions, please contact me, either by phone at 520-991-5507 or via email at m.agredano@heathus.com.

Respectfully,

Joseph M Agredano,
Director of Operations

Cc: Paul Weinert
Contracts Admin

Ken Cowher
Aitza Ruiz

Sean Epps
Martin Dicochea

OFFEROR INFORMATION

OFFEROR: Southern Cross, LLC

AUTHORIZED AGENT: Sean Durkin

ADDRESS: 3175 Corners North Court, Peachtree Corners, GA 30071

TELEPHONE NUMBER (770) 409-7254

FAX NUMBER (770) 662-5228

DELIVERY: Same as above.

STATE PURCHASING RESIDENT CERTIFICATION NO.: n/a

NEW MEXICO CONTRACTORS LICENSE NO.: n/a

SERVICE (S): PORTABLE FLAME IONIZATION SURVEY

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

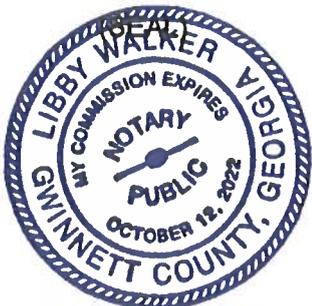
STATE OF Georgia }

COUNTY OF Gwinnett }

I, Sean Durkin 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.

Sean Durkin
Signature

Subscribed and sworn to before me, this 28th day of May, 2020.



Libby Walker
Notary Public Signature
My Commission Expires: 10/12/22

AWARDED PROPOSAL

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

TIMETABLE

Proposal pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, on or before: June 3, 2020; 2:00 am/pm at which time all proposal received will be opened. The opening will occur at the City Council Chambers or other designated area at the City Offices. Awarding of proposal is projected for: _____, 2020. The successful offeror will be notified by mail.

ENVELOPES

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

BRIBERY AND KICKBACK

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

RESPONSIBILITY OF OFFEROR

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

NON-COLLUSION

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

CLARIFICATION OF PROPOSAL

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

MODIFICATION OR WITHDRAWAL OF PROPOSAL

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

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

APPLICATION OF PREFERENCE

FEDERAL TAX IDENTIFICATION NUMBER

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

FEDERAL TAX ID NUMBER: 58-0860784

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.

Sean Quirk

Signature

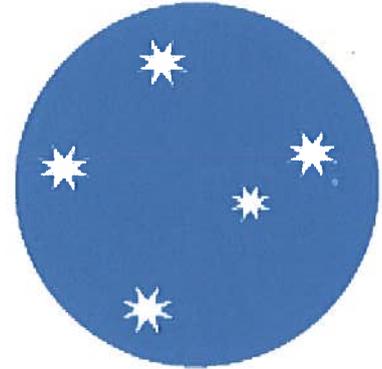
05/28/20

Date

CFO

Title (Position)

Southern Cross
3175 Corners North Court
Peachtree Corners, GA 30071



SOUTHERN CROSS

Trusted Partner of Utilities Everywhere

City of Las Vegas
Portable Flame Ionization Survey
June 3rd, 2020 by 2pm

June 3rd, 2020

City of Las Vegas
1700 North Grand Avenue
Las Vegas, New Mexico 87701

To the City of Las Vegas team,

Southern Cross is pleased to submit the following proposal to further highlight our capabilities as a leak survey provider.

Founded in 1946 as a one of the first leak survey detection companies, Southern Cross brings unprecedented and incomparable experience to this project. With current partnerships all across the country and over 500 technicians in the field performing a wide range of services to gas, electric and water utilities, Southern Cross is confident in our ability to meet, and hopefully exceed, your team's project expectations. Our goal for this project, as it is with any client, is to provide City of Las Vegas with the highest possible customer service and safe, reliable services for your community.

The following proposal contains specific information about our company and is fully accurate to the best of our knowledge. If you should have any further questions, please feel free to contact me at 919-799-3701.

Sincerely,



Jody Boyles
Vice President of Business Development

Section C: Personnel Experience

Southern Cross has been providing leak survey services since our founding in 1946. Over the last 74 years, Southern Cross has expanded from a small field services provider to a national organization with over 500 field technicians in the field and 40+ annual contracts. With seven decades of gas leak survey experience under our belt, we believe our history, continuous growth and focus on safe, high quality services is what sets us apart.

It is this experience and history that allows our team to continuously provide leak survey services to utilities large and small, across the country. For this project, Southern Cross would utilize two traveling personnel to perform the daily leak survey procedures. Our team would identify individuals who have recently finished up with their project in the region and would be able to travel to the City of Las Vegas to begin work in a timely manner. In moving forward year to year, if Southern Cross were to be re-awarded this work, our team would attempt to utilize the same resources each year in an effort to keep the same technicians on the project who are familiar with the City of Las Vegas' project team and project requirements.

In addition to the technicians, our project team includes the Regional Project Manager who would assist in project scheduling, start-up and execution. For this project, the Regional Project Manager would be Kavin Jones whose capabilities are highlighted below.

Kavin Jones, Regional Project Manager

- 30+ years of experience in project management
- Recruits, hires, and trains hundreds of seasonal employees for his service territory
- Extensive experience in managing the project budget responsibly to ensure cost efficiencies

Working in conjunction with Mr. Jones to ensure project success would be the Senior Regional Manager, Jeff West. Mr. West would stay in constant contact with the Regional Project Manager to ensure that the project is scheduled and completed in a timely manner. Mr. West's role is to ensure that our team members provide our clients with the very best leak survey services and customer experience.

Jeff West, Senior Regional Manager

- 7+ years with Southern Cross
- 5 years in the field, providing leak survey services to our partners
- Assists regional project startups with training and onboarding new technicians
- Created leak survey curriculum for our internal Training department

From an executive level, the project would also be overseen by Vice President of Business Development, Jody Boyles, who works diligently to address all of our clients' questions and concerns. Mr. Boyles' goal is to support our project leadership and ensure each project is performing safely and efficiently.

Jody Boyles, Vice President of Business Development

- Oversees all Sales/Marketing efforts for Southern Cross
- Oversees all project execution and communication across U.S. and Canada
- Managed an estimated 40 field service contracts across the country for the past 10 years, \$40+ million annually

Section D: Licenses

Southern Cross does not currently have a contractor's license for the state of New Mexico. The work we perform on project's typically does not require a contractor's license by the state. If this was required for our leak survey services, our team would work to acquire this license prior to project start.

Section E: Experience

Southern Cross appreciates the opportunity to provide City of Las Vegas with further insight into what we believe are the very best services and expertise offered in today's competitive market.

Since our founding in 1946, Southern Cross has successfully built a long-standing legacy of quality, consistent services. With a dedication to quality and integrity that benefits not only our clients, but as well as our employees and partners, Southern Cross has consistently achieved its basic principles of delivering the highest possible customer service and commitment to quality while continuously developing our employees to deliver exceptional solutions to our customers.

Based in Atlanta, Georgia with satellite offices across the country, Southern Cross has more than 500 employees in the field providing services to several hundred energy and utility companies, and has a broad reputation for customer service, integrity, innovation, excellence, reliability, and performance.

Southern Cross' field experience in leak survey cannot be overstated. In the area where City of Las Vegas operates, Southern Cross has current and previous partnerships with Dominion-Questar Utah, Atmos Energy in Texas and Xcel Energy in Colorado. Please refer to the included reference section listed below for further details.

References

Atmos Energy

Texas & Louisiana

Currently supporting their team with Picarro/AMLD technology survey

John Scheller

(214) 206-2812

John.scheller@atmosenergy.com

Alagasco/Spire

Alabama & Mississippi

Gas leak survey

Randy Wilson

(205) 326-2987

Randy.wilson@spire.com

Dominion Energy/SCANA

North & South Carolina

Gas leak survey, atmospheric corrosion, transmission survey, gas line locating and mobile software solution

Gus Chapman

(803) 217-9799

gchampman@scana.com

Dominion-Questar

Utah

Leak survey, AC, CP reads

Sheldon Ernstsén

(801) 557-5678

Sheldon.ernstsén@questar.com

Section F: Documentation

Southern Cross executes leak survey projects across the United States, each having specific requirements that are tailored to the utility. Typically we OQ employees through the MEA system, although we also support projects that require Veriforce, ITS, and EWN. Southern Cross will provide all OQ and certification documentation to the City of Las Vegas upon notice of award. As our project schedules are always evolving, we are unable to identify the individuals who will be performing the leak survey services for your service territory at this time. However, once awarded our leadership team would identify these individuals based upon availability and provide all necessary documentation to the City of Las Vegas prior to our team members mobilizing to the area.

Section G: Financials

Southern Cross has been in business for decades and has a rich history of financial stability. Our organization is part of a larger entity that is owned by a venture capital group that currently owns twenty portfolio companies ranging in size from a few million in revenue to well over 100 million.

Our business is currently expanding and has a very bright future. Southern Cross would be willing and able to provide audited financial documents during contract negotiations. It is our standard practice to not provide these documents during the bid phase for confidentiality purposes.

Section H: Additional Information

Southern Cross has a broad inventory of various leak survey equipment to meet each client's exact specifications. Most surveys are completed with the Flame Pack 400, manufactured by Southern Cross at our headquarters in Georgia since 1972. The Flame Pack is a flame ionization unit that is popular across the industry, known for its reliability and durability. Southern Cross intends to only use equipment that is currently approved by the City of Las Vegas for leak survey.

Flame Pack 400



Pricing

	2020 Rates
Hourly Rate per Technician	\$62.26
Daily per Diem per Technician	\$165.00
One Time Mobilization Fee	\$1,800.00

Pricing Assumptions:

- Prices Valid until December 31st, 2020.
- Prices outlined above are to accommodate two traveling technicians who will travel to the project and reside in their RV until project completion.
- Southern Cross assumes that in the event that our technicians cannot find a RV park within the city limits that the City of Las Vegas will still honor the rates above to offset the lodging costs incurred by Southern Cross.
- In the event, Southern Cross is asked to stop work by the City of Las Vegas, our team will continue to bill at the hourly rate while the technicians are in the area for the project.

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY IRONWOOD INSURANCE SERVICES, LLC		NAMED INSURED Southern Cross LLC	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

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

Cyber Liability
Carrier: Lloyds of London
Policy Number: 1119305
Policy Period: 7/1/19 - 7/1/20
Limit: \$5,000,000 Multimedia Liability/ \$5,000,000 Security & Privacy Liability
Retention: \$10,000 each claim



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/30/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Doug Jones c/o Artex Risk Solutions, Inc. 8840 E. Chaparral Rd.; Suite 275 Scottsdale, AZ 85250	CONTACT NAME: PHONE (A/C, No, Ext): (480) 951-4177 FAX (A/C, No): (480) 951-4266 E-MAIL ADDRESS: SDL.BSD.Certificates@artexrisk.com	
	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : American Zurich Insurance Company 40142 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	
INSURED Oasis Acquisition, Inc., a Paychex Company Labor Contractor, for co-employees of: SOUTHERN CROSS, LLC 2054 Vista Parkway Suite 300 West Palm Beach, FL 33411		

COVERAGES **CERTIFICATE NUMBER: 19FL075752591** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

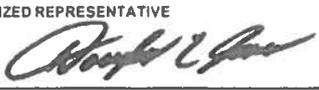
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N N/A	WC 48-65-904-14	06/01/2019	06/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
			Location Coverage Period:	06/01/2019	06/01/2020	Client# 3591-MAIN

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage is provided for only those co-employees of, but not subcontractors to:

SOUTHERN CROSS, LLC
 3175 CORNERS N COURT
 PEACHTREE CORNERS, GA 30071

CERTIFICATE HOLDER **CANCELLATION**

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

SCORING MATRIX

RFP 2020-11 PORTABLE FLAME ION SURVEY

	HEATH CONSULTANTS	SOUTHERN CROSS
1. Specialized Services as defined in scope of work 25 points	Evaluator #1---25 Evaluator #2---25 Evaluator #3---25 Evaluator #4---25 Evaluator #5---25	Evaluator #1---25 Evaluator #2---25 Evaluator #3---25 Evaluator #4---25 Evaluator #5---25
2. Capacity and Capability 25 points	Evaluator #1---25 Evaluator #2---25 Evaluator #3---25 Evaluator #4---25 Evaluator #5---25	Evaluator #1---25 Evaluator #2---25 Evaluator #3---25 Evaluator #4---25 Evaluator #5---25
3. Past Record Performance 15 Points	Evaluator #1---15 Evaluator #2---15 Evaluator #3---15 Evaluator #4---15 Evaluator #5---15	Evaluator #1---0 Evaluator #2---0 Evaluator #3---0 Evaluator #4---0 Evaluator #5---0
4. Familiarity with City 15 Points	Evaluator #1---15 Evaluator #2---15 Evaluator #3---15 Evaluator #4---15 Evaluator #5---15	Evaluator #1---0 Evaluator #2---0 Evaluator #3---0 Evaluator #4---0 Evaluator #5---0
5. Current Volume of Work with the City that is less than 75% complete 10 Points	Evaluator #1---10 Evaluator #2---10 Evaluator #3---10 Evaluator #4---10 Evaluator #5---10	Evaluator #1---10 Evaluator #2---10 Evaluator #3---10 Evaluator #4---10 Evaluator #5---10
6. Required Certifications 10 Points	Evaluator #1---10 Evaluator #2---10 Evaluator #3---10 Evaluator #4---10 Evaluator #5---10	Evaluator #1---10 Evaluator #2---10 Evaluator #3---10 Evaluator #4---10 Evaluator #5---10
Totals		
	Evaluator #1---100 Evaluator #2---100 Evaluator #3---100 Evaluator #4---100 Evaluator #5---100	Evaluator #1---70 Evaluator #2---70 Evaluator #3---70 Evaluator #4---70 Evaluator #5---70
	100.00	70

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 06/23/2020

DEPT: Utilities

MEETING DATE: July 8, 2020

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

BACKGROUND/RATIONALE: These services will allow for maintenance and emergency repairs to the gas transmission line as needed.

Advertised: 05/08/2020 – Las Vegas Optic, Albuquerque Journal and City website
Bid Opening: June 3, 2020
Number of Bidders: 1 – DUB-L-EE Construction
Amount: To be determined
Funding Source: City Funding
Budget Line Item: 620-0000-610-7305

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



SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:



WILLIAM TAYLOR, CITY MANAGER

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

MARY ROMERO, FINANCE DIRECTOR
(PROCUREMENT)

REQUEST FOR PROPOSALS

The City of Las Vegas, New Mexico will open Sealed Proposals at 2:30 am/pm, June 3, 2020, at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

ON CALL SERVICES FOR MAINTENANCE& EMERGENCY REPAIRS TO THE CITY'S NATURAL GAS TRANSMISSION LINES

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

Mailed proposals should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked **ON CALL SERVICES FOR MAINTENANCE& EMERGENCY REPAIRS TO THE CITY'S NATURAL GAS TRANSMISSION LINES**

Opening No. 2020-12 ; on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the Offeror to see that their proposal is delivered to the City Clerk by the date and time set for the proposal request. If the mail or delivery of proposal request is delayed beyond the opening date and time, proposal thus delayed will not be considered. Proposals will be reviewed at a later date with possible negotiations to follow.

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

CITY OF LAS VEGAS,
William Taylor
WILLIAM TAYLOR, CITY MANAGER

Scott Aaron
SCOTT AARON, CITY ATTORNEY

Cassandra Fresquez
CASANDRA FRESQUEZ, CITY CLERK

Mary T. Romero 4/30/20
MARY ROMERO, FINANCE DIRECTOR

Helen Vigil
HELEN VIGIL, PURCHASING OFFICER

Opening No. 2020-12

Date Issued: 5/4/2020

Published: LAS VEGAS OPTIC May 8 2020

ALBUQUERQUE JOURNAL May 8 2020

www.lasvegasnm.gov May 8 2020

OFFEROR INFORMATION

OFFEROR: _____

AUTHORIZED AGENT: _____

ADDRESS: _____

TELEPHONE NUMBER (_____) _____

FAX NUMBER (_____) _____

DELIVERY: _____

STATE PURCHASING RESIDENT CERTIFICATION NO.: _____

NEW MEXICO CONTRACTORS LICENSE NO.: _____

SERVICE (S): ON CALL SERVICES FOR MAINTENANCE & EMERGENCY REPAIRS TO THE CITY'S NATURAL GAS TRANSMISSION LINES

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

AFFIDAVIT FOR FILING WITH COMPETITIVE PROPOSAL

STATE OF _____ }

COUNTY OF _____ }

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

Signature

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

(SEAL)

Notary Public Signature
My Commission Expires: _____

AWARDED PROPOSAL

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

TIMETABLE

Proposal pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, on or before: June 3, 2020; 2:30 am/pm at which time all proposal received will be opened. The opening will occur at the City Council Chambers or other designated area at the City Offices. Awarding of proposal is projected for: _____, 2020. The successful offeror will be notified by mail.

ENVELOPES

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

BRIBERY AND KICKBACK

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

RESPONSIBILITY OF OFFEROR

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

NON-COLLUSION

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

CLARIFICATION OF PROPOSAL

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

MODIFICATION OR WITHDRAWAL OF PROPOSAL

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

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

APPLICATION OF PREFERENCE

FEDERAL TAX IDENTIFICATION NUMBER

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

FEDERAL TAX ID NUMBER: _____

SOCIAL SECURITY NUMBER: _____

NEW MEXICO TAX IDENTIFICATION NUMBER

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

SPECIAL NOTICE

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

NEGOTIATION

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

CONTRACT

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

TAXES:

Bidder must pay all applicable taxes.

NOTE:

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

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

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

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

The following definitions apply:

"Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source 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 ON-CALL SERVICES FOR MAINTENANCE & EMERGENCY REPAIRS TO THE CITY'S NATURAL GAS TRANSMISSION LINES

The City of Las Vegas, New Mexico is requesting proposals for on-call services for maintenance and emergency repairs to the city's natural gas transmission lines defined in the scope of work.

1. SCOPE OF WORK

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

The duties of the offeror shall include the following:

1. The offeror shall show that he has a New Mexico general Contractors license and all other licenses required by law to perform the work required by this contract.
2. The offeror shall demonstrate at least five (5) years experience repairing and installing of gas transmission lines and other related natural gas system equipment.
3. The offeror shall provide documentation of operator's qualifications, welder's qualifications and drug and alcohol testing as per Public Regulation Commission requirements.
4. The offeror will do all work in accordance with the plans, specifications, and performance standards and in accordance with good building practice, any and all civic, municipal and federal laws and codes pertaining thereto and to the satisfaction of the Owner.
5. The offeror shall provide on-site supervision at all times for all of their work to be performed.

2. CRITERIA FOR ACCEPTANCE AND EVALUATION OF PROPOSALS

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

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

2.2 Submittal of Proposals: Five (5) copies of proposals must be delivered to the City Clerk, City of Las Vegas, 1700 North Grand Avenue, Las Vegas, New Mexico 87701 no later than the date and time listed. Sealed proposal envelopes shall be clearly marked

**"REQUEST FOR PROPOSALS FOR ON-CALL SERVICES FOR MAINTENANCE &
EMERGENCY REPAIRS TO THE CITY'S NATURAL GAS TRANSMISSION LINES"**

on the outside of the envelope; this information shall be placed on the lower left-hand corner of the envelope. Failure to comply with this requirement may result in the rejection of the

proposals.

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

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

*Note: Price cannot be a factor

3. COST OF PREPARING AND SUBMITTING PROPOSALS

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

4. AWARD OF CONTRACT

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

5. RESPONSIBILITY OF OFFEROR

5.1 BONDS (If Applicable)

- a. The successful offeror will be required to furnish a Performance Bond (if applicable), in an amount equal to \$100,000 and a labor and Materials Payment Bond in an equal

amount, such bonds to be executed in four (4) original Counterparts by a Corporate Surety authorized to do business in the State of New Mexico, and acceptable to the Owner. The Bonds must be executed on forms contained in these Contract Documents. The form of Agreement with the successful Offeror, as Contractor, will be required to execute also included herewith.

5.2 INSURANCE CERTIFICATE

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

6. INSTRUCTIONS TO OFFEROR

6.1. REQUEST FOR PROPOSAL DOCUMENTS

6.1.1 Copies of Request for Proposals

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

6.1.2 Interpretations

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

6.1.3 Addendum

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

6.2 PROPOSAL SUBMITTAL PROCEDURES

6.2.1 Format and Section Requirements of Proposals

- a. Offerors shall provide five (5) copies of their proposal to the location specified on the cover page on or before the closing date and time for receipt of proposals.
- b. All proposals must be typewritten on standard 8 ½" x 11" paper and bound on the left-hand margin.

- c. A maximum of twenty (20) pages, including title, index, etc., including front and back covers.
- d. The proposal must be organized in the following format and must contain, as a minimum, all listed items in the sequence indicated:
 1. Offeror's Identification
 - i. Notarized affidavit that states name and address of your organization of office and nature of organization (individual, partnership or corporation, private or public, profit or non-profit). Subcontractors, if any, must be listed with license numbers. Describe individual staff and subcontractor's responsibilities with line of authority and interface with City staff. Include the name and telephone number of person(s) authorized for preparation and execution of the contract. The City has the authority to reject any or all Subcontractors. Respond to this section as Section A of Offeror's proposal.
 2. Campaign Contributions Disclosure Form
 - i. Fill out and attach the Campaign Contribution Disclosure Form. Respond to this section as Section B in Offeror's proposal.
 3. Personnel Experience
 - i. Describe the experience and qualifications of company principles, supervisors and other employees who will be actively engaged in the work required under the contract, including experience of subcontractors if applicable. Experience qualifications must reference any of the servicing provided to the City of Las Vegas Utilities System. Respond to this section as Section C of Offeror's proposal.
 4. Licenses (if applicable)
 - i. The Offeror shall show that he has a New Mexico general contractor's license and/or any other licenses required by law to perform the work required by this contract. All such licenses shall be held by the offeror or his subcontractors at the time the proposal is submitted. Respond to this section as Section D in Offeror's proposal.
 5. Experience in Specialized Services referenced in scope
 - i. The Offeror shall demonstrate at least five (5) years of experience. Indicate name, address and phone number of past customer and individual references who can be contacted regarding the work. Respond to this section as Section E in Offeror's proposal.
 6. Documentation
 - i. The Offeror shall provide documentation of education, certifications and qualifications. Respond to this section as Section F in the Offeror's proposal.
 7. Financial (If Applicable)
 - i. The Offeror shall provide a letter from a financial institution regarding the Offeror's credit rating. Respond to this section as Section G in the Offeror's proposal.
 8. Additional Information
 - i. Describe any expectations and/or clarifications to this Request for Proposal. Also include any additional information you believe to be pertinent to the proposal but not requested elsewhere such as

Veterans business or New Mexico Resident business status.
Respond to this section as Section H in Offeror's proposal.

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

6.2.2 SUBCONSULTANTS

- a. The Offeror shall list and state the qualifications for each sub-consultant the Offeror proposes to use for all sub-contracted work.
- b. The Offeror is specifically advised that any person or other party to whom it is proposed to award a sub-contract under this proposal, must be acceptable by the City after verification of eligibility status, including but not limited to suspension or debarment of the City.

6.2.3 PREQUALIFICATION PROCESS

- a. A business may be pre-qualified by the Purchasing Agent as an Offeror for particular types of service. Mailing lists of potential Offerors shall include but shall not be limited to such prequalified businesses (§13-1-134 NMSA 1978). For purposes of this RFP, if prequalification is utilized, special instructions will be attached as an exhibit to this RFP.

6.2.4 DEBARRED OR SUSPENDED CONTRACTOR

- a. A business (contractor, subcontractor or supplier) that has either been debarred or suspended 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 with the City.

6.2.5 REJECTION OF SUBMITTED PROPOSALS

- a. Oral, telephonic or telegraphic proposals are invalid and will not receive consideration. Rejected proposals shall be returned to the Offeror unopened. Failure to meet the following submittal of proposal requires shall result in a rejection of a proposal:
 1. Proposals shall be submitted at the time and place indicated in the Notice of Request for Proposals and shall be included in a sealed envelope marked

with the project title and the name and address of the Offeror and accompanied by the documents outlined in the Request for Proposal.

2. At all times, Offeror shall assume full responsibility for timely delivery of proposals at the Purchasing Agent's office, including those proposals submitted by mail. Hand-delivered proposals shall be submitted to the Purchasing Agent or the Purchasing Agent's Designee and will be clocked in/time stamped at the time received, which must be prior to the time specified.

6.2.6 NOTICE OF CONTRACT REQUIREMENTS BINDING ON OFFEROR

- a. In submitting this proposal, the Offeror represents that the Offeror has familiarized him/herself with the nature and extent of the Request for Proposals dealing with the federal, state and local requirements, which are a part of these Requests for Proposals.
- b. Laws and Regulations: The Offeror's attention is directed to all applicable federal and state laws, local ordinances and regulations and the rules and regulations of all authorities having jurisdiction over the services for the project.

6.2.7 REJECTION 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).

7. CONSIDERATION OF PROPOSALS

7.1 RECEIPT, OPENING AND PROPOSALS:

- a. Proposals, modifications and addendums shall be time-stamped upon receipt and held in a secure place until the established date.
- b. Proposals shall not be opened publicly and shall not be open to public inspection until after award of a contract. An offeror may request in writing nondisclosure of confidential data. Such data shall accompany the proposal and shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.
- c. The names of all businesses submitting proposals and the names of all businesses, if any, selected for an interview shall be public information. After an award has been made, final ranking and evaluation scores for all proposals shall become public information (§13-1-120 NMSA 1978). The contents of any proposal shall not be disclosed so as to be available to competing Offerors during the negotiation process (§13-1-116 NMSA 1978).

7.2 PROPOSAL EVALUATION

- a. Proposals shall be evaluated on the basis demonstrated competence and qualifications for the type of service required and shall be based on the evaluation factors set forth in this RFP. For the purpose of conducting discussions, proposals may initially be classified as:
 1. Acceptable
 2. Potentially acceptable, that is, reasonably assured of being made acceptable
 3. Unacceptable (Offerors whose proposals are unacceptable shall be notified promptly)

- b. The City shall have the right to waive technical irregularities in the form of the proposal of the Offeror, which do not alter the quality of the service (§13-1-132 NMSA 1978).
- c. If an Offeror who otherwise would have been awarded a contract is found not to be a responsible Offeror; a determination that the Offeror is not a responsible Offeror, setting forth the basis of the finding shall be prepared by the Purchasing Agent/Procurement Manager. The unreasonable failure of the Offeror to promptly supply information in the connection with any inquiry with respect to the responsibility is grounds for a determination that the Offeror is not a responsible Offeror (§13-1-133 NMSA 1978). Businesses, which have not been selected, shall be notified in writing within twenty-one (21) days after an award is made (§13-1-12 NMSA 1978).
- d. Selection Process (§13-1-120 NMSA 1978):
 - 1. An evaluation committee composed of representatives selected by the City will perform an evaluation of proposals. The committee shall evaluate statements of qualifications and performance data submitted regarding the particular project and may conduct interviews with and may require public presentations by all businesses applying for selection regarding their qualifications, their approach to the project and their ability to furnish the required services.
 - 2. If fewer than three (3) businesses have submitted a statement of qualifications for a project, the committee may:
 - i. Rank in order of qualifications and submit to the local governing body for award, those businesses which have submitted a statement of qualifications; or
 - ii. Recommend termination of the selection process and sending out new notices of the proposed procurement pursuant to §13-1-104 NMSA 1978.

7.3 NEGOTIATIONS (§13-1-122 NMSA 1978)

- a. The City's designee shall negotiate a contract with the highest qualified business for the services contemplated under this RFP at the compensation determined in writing to be fair and reasonable. In making this decision, the designee shall consider the estimated value of the services to be rendered and the scope, complexity and professional nature of the services.
- b. Should the designee be unable to negotiate a satisfactory contract with the business considered to be the most qualified at the price determined to be fair and reasonable, negotiations with that business shall be formally terminated. The designee shall then undertake negotiations with the second most qualified business. Failing accord with the second most qualified business, the designee shall formally terminate negotiations with that business.
- c. The designee shall then take undertake negotiations with the third most qualified business.
- d. Should the designee be unable to negotiate a contract with any of the businesses selected by the committee, additional businesses shall be ranked in order of their qualifications and the designee shall continue negotiations in accordance with this section until a contract is signed with a qualified business or the procurement process is terminated, and a new Request for Proposals is initiated.
- e. The City shall publically announce the business(es) selected for award.

7.4 NOTICE OF AWARD

- a. After award by the local governing body, a written notice of award shall be issued by the City after review and approval of the Proposal and related documents by the City with reasonable promptness (§13-1-100 and §13-1-108 NMSA 1978).

8. POST PROPOSAL INFORMATION

8.1 PROTESTS

- a. Any Offeror who is aggrieved in connection with a solicitation or award of an Agreement may protest to the City's Purchasing Agent and the City Clerk, in accordance with the requirements of the City's Procurement Regulations and the State of New Mexico Procurement Code. The protest should be made in writing within 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).

8.2 EXECUTION AND APPROVAL OF AGREEMENT

- a. The Agreement shall be signed by the successful Offeror and returned within an agreed time frame after the date of the Notice of Award. No Agreement shall be effective until it has been fully executed by all the parties.

8.3 NOTICE TO PROCEED

- a. The City will issue a written Notice to Proceed to the Consultant.

8.4 OFFEROR'S QUALIFICATION STATEMENT

- a. Offeror to whom award of an Agreement is under consideration shall submit, upon request, information and data to prove that their financial resource, production or service facilities, personnel and service reputation and experience are adequate to make satisfactory delivery of the service described in the Request for Proposals (§13-1-82 NMSA 1978).

9. EXECUTION OF CONTRACT

The Contract, Performance Bond and Labor and Material Payment Bond (as needed) shall be executed in three (3) original counter parts. The forms and Contract Documents will be as herein included and will be furnished by the Owner. Distribution of the executed forms will be as follows:

1. Contractor
2. Owner
3. As Needed

10. CONTRACT DOCUMENTS

The complete Contract Documents may include the following: (As Needed)

1. Scope of Services
2. Professional Standards
3. Compensation
4. Term of Agreement
5. Amendment
6. Status of Contractor
7. Assignment
8. Subcontracting
9. Records, Audits and Reporting
10. Conflict of Interest
11. Stoppage of Work
12. Amendment
13. Applicable Law
14. Scope of Agreement, Merger
15. Waiver
16. Insurance
17. Notice
18. Subject to Other Documents
19. Indemnification
20. New Mexico Tort Claims Act
21. Bribery and Kickbacks
22. Discrimination Prohibited
23. Third Party Beneficiaries

11. OTHER INSTRUCTIONS TO OFFERORS

11.1 OFFERORS INTERESTED IN MORE THAN ONE PROPOSAL

- a. No person, firm or corporation shall be allowed to make, or file, or be interested in more than one proposal for the same work unless alternate proposals are specifically called for. A person, firm, or corporation that has submitted a sub-proposal to an Offeror, or that has quoted prices of materials to an Offeror is not thereby disqualified from submitting a sub-proposal or quoting prices to other Offerors or making a prime proposal.

12. GENERAL TERMS AND CONDITIONS

12.1 DEFINITIONS

- a. *Addendum*: a written or graphic instrument issued prior to the opening of proposals, which clarifies, corrects or changes the Request for Proposals. Plural: addenda.
- b. *Determination*: means in the written documentation of a decision of the procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains (§13-1-52 NMSA 1978).

- c. *Offeror*: any person, corporation or partnership legally licensed to provide design professional services in this state who chooses to submit a proposal in response to this Request for Proposals.
- d. *Purchasing Agent*: means the person or designee authorized by the city to manage or administer a procurement requiring the evaluation of proposals.
- e. *Request for Proposals*: or "RFP" means all documents, including those attached or incorporated by reference, used for soliciting purposes (§13-1-81 NMSA 1978).
- f. *Responsible Offeror of Proposer*: means an offeror or proposer who submits a responsive proposal and who has furnished, when required, information and data to prove that the proposer's financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services described in proposal (§13-1-83 NMSA 1978).
- g. *Responsive Offer or Proposal*: means an offer or proposal that conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity or delivery requirements (§13-1-85 NMSA 1978).

12.2 TERMS

- a. The terms *must, shall, will, is required or are required*, identify a mandatory item or factor that will result in rejection of the Offeror's proposal.
- b. The terms *can, may, should, preferably or prefers* identify a desirable discretionary item or factor.

12.3 CONTRACTUAL TERMS

- a. *Amendment*: This contract will not be altered, changed, or amended except by a written document signed by the parties of this Contract.
- b. *Assignability*: The Consultant shall not assign, sublet or transfer their interests in this Contract without the written agreement of the City. If such an assignment is allowed, the Consultant shall be ultimately responsible to ensure that the work is performed satisfactorily. Any sub-contractors assigned must be approved by the City.
- c. *Authority to Bind the City*: The Consultant shall not have the authority to enter into any contracts binding upon the City or to create any obligations on the part of the City, except such as shall be specifically authorized by the City's representative, acting pursuant to authority granted by the City.
- d. *Binding Effect*: This contract shall be binding and shall insure to the benefit of the successors and assignees of the City and the Offeror.
- e. *Business License*: Prior to commencement of work, Offeror must secure a business license from the City of Las Vegas and submit proof thereof.
- f. *Conflict of Interest*: The consultant warrants that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services under this Contract.
- g. *Communication with the City of Las Vegas*: The consultant shall be required to periodically update the City of Las Vegas of the status of any project.
- h. *Funding*: This solicitation is subject to the availability of funds to accomplish the work. Payment and performance obligations for succeeding fiscal years shall be subject to the appropriation of funds. Therefore, when funds are not appropriated, or otherwise made available to support continuation of performance of the contract in a subsequent fiscal period, the contract will be terminated.
- i. *Gross Receipts Tax*: Unless otherwise agreed, Offeror is responsible for payment of gross receipts tax.

- j. *Indemnification*: The Consultant will indemnify, keep and hold harmless the City, its agents, officials and employees, against all suits or claims that may be based on injury to persons or property that is a result of an error, omission, or negligent act of the Consultant or any person employed by or acting on behalf of the Consultant.
- k. *Insurance*: (If Applicable) The Consultant must at all times hold errors and omissions liability insurance of at least \$1,000,000.00 and list the City of Las Vegas as an additional insured. Proof of compliance with this insurance requirement is to be provided to the City upon execution of this contract.
- l. *Method of Payment*: The Consultant shall submit itemized monthly statements of work performed on behalf of each City department as outlined herein. The City will then make payment by the 15th of the following month.
- m. *Notices*: Any notice required to be given under this Contract shall be deemed sufficient if given in writing by mail or hand-delivered to the City Clerk's office or by mail or hand-delivered to the Consultant's office.
- n. *Professional Standards*: The Consultant agrees to abide by and perform its duties in accordance with the Code of Ethics as established by the City of Las Vegas and/or its designee(s).
- o. *Scope of Contract*: This Contract incorporates all the agreements, covenants and understandings between the parties concerning the subject matter of this Contract, and all such agreements, covenants, or understandings, oral or written, of the parties or their agents shall not be valid or enforceable, unless embodied into this contract.
- p. *Subject to Other Documents*: This Contract is subject to the terms and conditions of the statutes of the State of New Mexico and Ordinances of the City of Las Vegas, New Mexico as they exist at the time that this Contract is signed or as they are hereafter amended. All such statutes and ordinances are incorporated by reference to this agreement.
- q. *Term*: The term of this agreement shall be for a period of one (1) year, which may be extended, upon written agreement of both parties, not to exceed a period of four (4) years.
- r. *Termination*: Either party may terminate this contract by giving written notice to the other party thirty (30) days in advance. However, if the Offeror is adjudged as bankrupt or insolvent, or defaults in any way, the City may, without prejudice to any other right or remedy, and after giving Offeror a minimum of ten (10) days from the delivery of a written notice, terminate the services of the Offeror.
- s. *Timelines*: All work shall be performed in a timely manner, as requested. Compensation for services not completed with agreed upon timelines will not be paid.
- t. *Work Stoppage*: The City of Las Vegas retains a unilateral right to order, in writing, temporary stoppage of the work or delay of the performance of the work, with a ten (10) day notice to the Offeror.

12.4 CONDITIONS

- a. *Bribes, Gratuities and Kick-Backs*: Pursuant to §13-1-191 NMSA 1978, reference hereby made to the criminal laws of New Mexico (including §30-14-1, §30-24-2 and §30-41-1 through §30-41-3 NMSA 1978) which prohibits bribes, kick-backs and gratuities, violation of which is a felony. Furthermore, the Procurement Code (§13-1-28 through §13-1-199 NMSA 1978) imposes civil and criminal penalties for its violation.
- b. *Design Professional Registration*: All work shall be under the direction of the applicable design professional legally licensed and registered by the State of New Mexico.

- c. *Fees*: A lump sum fixed fee for Basic Service will be negotiated with the Offeror selected.
- d. *Funding*: The solicitation is subject to availability of funds to accomplish the work.
- e. *Governing Law*: The Agreement shall be governed exclusively by the laws of the State of New Mexico as the same from time to time exists.
- f. *Independent Contractors*: The Consultant and the Consultant's agents and employees are independent contractors and are not employees of the City. The Consultant and the Consultant's Agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles or any other benefits afforded to employees of the City as a result of the Agreement.
- g. *Professional Liability Insurance*: The Offeror will be required to carry professional liability (errors and omissions) insurance. The amount of coverage will be \$1,000,000.00.
- h. *Standard Form of Agreement between City and Consultant*: The form of agreement required by the funding agency or issued by the City will be used for this project. Copies are available upon request.

Copies of Request for Proposals can be obtained in person at the office of the City of Las Vegas' Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico 87701, 505.426.3262

EVALUATION SHEET

Offerors:

Proposal must address each of the following criteria to receive points.

Rating Sheet For (applicant name):		
Item	Possible Points	Points Awarded
1. Specialized Services as defined in the Scope of work	25	
2. Capacity and Capability	25	
3. Past Record and Performance	15	
4. Familiarity with City	15	
5. Current Volume of Work with the City that is less than 75% complete	10	
6. Required Certifications	10	
Subtotal Proposals for Scope of Services	<u>100</u>	

CITY OF LAS VEGAS
RFP/BID/OPENING

DATE: JUNE 3/2020

OPENING NO.: 2020-12

TIME: 2:30 PM

DEPARTMENT: GAS

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

ITEM(S): **ON CALL SERVICES FOR MAINTENANCE & EMERGENCY REPAIRS
TO THE CITY'S NATURAL GAS TRANSMISSION LINES**

RECEIVED FROM:	AMOUNT	SUB CONTRACTOR LIST	BID BOND	AFFIDAVIT NOTARIZED	CAMPAIGN DISC. FORM
1 DUB-LEE LLC				✓	✓
2					
3					
4					
5					
6					

COMPANY REPRESENTATIVE	COMPANY NAME
1 Margaret Silva	City of Las Vegas - Inventory
2 Jay Carlson	CLV P/M
3 [Signature]	CLV P/M
4 [Signature]	CLV Gas Dept
5 [Signature]	CLV Gas Dept.
6 [Signature]	CLV Purchasing
7	
8	
9	
10	

(use other side of form when full)
ORIGINALS TAKEN BY CITY CLERK:
[Signature]
DATE: 6-3-2020

OPENED BY: FINANCE DEPARTMENT
Margaret Silva
DATE: 6-3-20

COPIES TAKEN BY DEPT:
[Signature]
DATE: 6/3/2020

JUNE 3, 2020 PROPOSAL



**ON CALL SERVICES FOR MAINTANANCE & EMERGENCY REPAIRS TO THE CITY'S
NATUAL GAS TRANSMISSIONS LINES**

Opening No. 2020-12

DUB-L-EE, LLC
98 HIGHWAY 66 EAST ♦ ALBUQUERQUE, NM 87123
PHONE: 505-292-1684 ♦ FAX: 505-717-2599
FEDERAL TAX ID NUMBER: 45-4953530

Table of Contents

1. Offeror's Identification	
• Section A (Notarized Affidavit)	Page 1
2. Campaign Contributions Disclosure Form	
• Section B (Disclosure Form)	Page 2
3. Personal Experience	
• Section C (Experience & Qualifications)	Page 3
4. Licenses	
• Section D (CID Licensing)	Page 4
5. Experience in Specialized Services	
• Section E (References)	Page 5
• Section E (Past Performance)	Page 6
• Section E (Past Performance)	Page 7
• Section E (Past Performance)	Page 8
• Section E (Past Performance)	Page 9
6. Documentation	
• Section F (Certification/Education)	Page 10
• Section F (Certification/Education)	Page 11
7. Financial	
• Section G (Financial Credit Rating)	Page 12
8. Addition Information	
• Section H (Drug & Alcohol Excerpt)	Page 13
9. Cost	
• Sealed Cost Breakdown	Page 14

SECTION A



Affidavit

STATE OF NEW MEXICO
COUNTY OF BERNALILLO

The undersigned, EDDIE W. SAIZ, being duly sworn, hereby deposes and says:

1. I am over the age of 18 and am a resident of the State of New Mexico. I have personal knowledge of the facts herein, and, if called as a witness, could testify completely thereto.
2. I suffer no legal disabilities and have personal knowledge of the facts set forth below.
3. I am the president of DUB-L-EE LLC, a Limited Liability Company located at 98 Highway 66 E Albuquerque, NM 87123. I have over 40 years' experience in the Natural Gas Industry. The Management Staff for the aforementioned work is as follows. Eddie W. Saiz (President) (505) 515-4997 esaiz@dub-l-ee.com - Eddie J. Saiz (Vice President) (505) 730-7500 ejr@dub-l-ee.com - Joe Sanchez (Operations Manager) (505) 358-0050 jsanchez@dub-l-ee.com - Joseph Montoya (Project Manager) (505) 918-0071 jmontoya@dub-l-ee.com - Alex Moya (Field Superintendent) (505) 312-0609 amoya@dub-l-ee.com

I declare that, to the best of my knowledge and belief, the information herein is true, correct, and complete.

Executed this 2nd day of June, 2020.

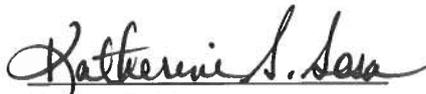


Eddie W. Saiz

NOTARY ACKNOWLEDGMENT

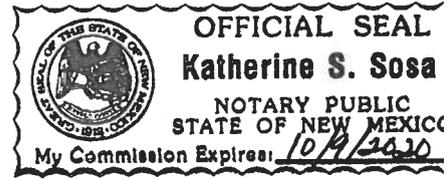
STATE OF NEW MEXICO, COUNTY OF BERNALILLO, ss:

This Affidavit was acknowledged before me on this 2nd day of June, 2020 by Eddie W. Saiz, who, being first duly sworn on oath according to law, deposes and says that he/she has read the foregoing Affidavit subscribed by him/her, and that the matters stated herein are true to the best of his/her information, knowledge and belief.



Notary Public


Title (and Rank)



My commission expires Oct. 9, 2020

SECTION B

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.

Alvin S.

Signature

6/2/2020

Date

President

Title (position)

SECTION C

Personnel Experience

DUB-L-EE LLC, has over 40 years' experience in the natural gas industry as a subcontractor to New Mexico Gas Company and many other private gas facility owners. Work has been performed all over the state including Las Vegas, NM which DUB-L-EE has had the privilege to maintain the last maintenance contract for the city. We make safety, quality, and workmanship the top of priorities as well as the training provided to all our gas crews. The company is contracted with White Sands Drug and Alcohol Compliance who provides our company with rigorous NMDOT drug and alcohol analysis. Through this every single employee falls under a quarterly random drug test as part of a consortium.

Key Staff:

President: Eddie W. Saiz with over 40 years' experience in natural gas distribution/transmission systems. Eddie has managed and successfully maintained the current contract with the City of Las Vegas as well as many repairs to the Transmission and Distribution lines.

Vice President: Eddie J. Saiz with over 15 years' experience in plumbing and heating

Operations Manager: Joe Sanchez with over 38 years' experience in natural gas distribution/transmission systems

Manager: Martin Flores with over 20 years' experience in natural gas distribution/transmission systems

Field Superintendent: Alex Moya with over 30 years' experience in supervising all aspects of construction.

Employee/Welder: Ryan Vanlandingham with over 20 years' experience in natural gas distribution/transmission systems and has experience working on the Las Vegas main line.

Employee/Welder: Dave Morales with over 40 years' experience in natural gas distribution/transmission systems. Mr. Morales is a combinations plastic and steel welder with many years' experience working with live gas lines all over the state.

Employee/Welder: Donny Gibson with over 35 years' experience in natural gas distribution/transmission systems. Mr. Gibson has worked on an array of various types of pipe from carbon steel, stainless steel and much more. Donny is experienced in running work as well as managing all the individuals on a jobsite.

SECTION D

Licenses

Licenses: GA02, GA03, GF08, GF09, GB98, MM98
Federal Tax ID Number: 45-4953530

Susana Martinez
Governor

Pat McMurray
Director

Robert "Mike" Unthank
Superintendent

State of New Mexico
Regulation and Licensing Department
CONSTRUCTION INDUSTRIES DIVISION
2550 Cerillos Rd
Santa Fe, New Mexico 87505

This is to certify that: **DUB-L-EE LLC**
PERMANENT LICENSE #373895

Located at: 13 OLD RD SE, ALBUQUERQUE, NM 87123

Has complied with all the requirements of the law and is hereby licensed as a contractor, to operate under the classification(s) of:
GA02, GA03, GB98, GF09, MM98
And to permit or contract projects singly in New Mexico of a dollar amount up to:
UNLIMITED

Given under my signature and the seal of the Construction Industries Division at Santa Fe, New Mexico on:
04/12/2012

Signature of Contractor

Pat McMurray
Director

NOTE: This Certificate is issued solely in the property of the CONSTRUCTION INDUSTRIES SUPERVISOR and shall be surrendered upon demand. This certificate is not transferable.

STATE OF NEW MEXICO
CONSTRUCTION INDUSTRIES DIVISION

DUB-L-EE LLC

LICENSE NUMBER

373895

Qualifying Party(S)

- SANCHEZ JOSEPH**
- CARRILLO DAVID**
- SAIZ EDDIE**
- SAIZ EDDIE**
- SANCHEZ JOSEPH**

Pat McMurray
DIRECTOR



EXPIRES

04/30/2021

CLASSIFICATION(S)

- GA02, GA03, GB98, GF08**
- GF09, MM98**

This card is the property of the CD and shall be surrendered upon demand

SECTION E

Experience in Specialized Services

References:

New Mexico Gas Company
4625 Edith Blvd NE, Albuquerque, NM
Joe Herrera (Project Manager)
(505) 697-6802
joe.herrera@nmgco.com

New Mexico Gas Company
6 Forrest Ln, Santa Fe, NM
Frank Aragon (District Engineer)
(505) 470-0668
Frank.aragon@nmgco.com

Transwestern Pipeline
8501 Jefferson St NE
Ryan Costanza (Senior Engineer)
(575) 347-6513
Ryan.costanza@energytransfer.com

City of Los Alamos
1000 Central Ave #130, Los Alamos, NM
Joe Montoya (Manager)
(505) 662-8141

JK Associates, Inc.
18 Dressage Dr, Tijeras, NM
Jon Jones (Engineer)
(505) 281-0819
jkengineers@wildblue.net

Eastern New Mexico Natural Gas Association
172 East Main St, Ft Sumner, NM
George Sena (Plant Manager)
(505) 355-2468
enmnaturalgas@gmail.com

New Mexico Gas Company
6 Forrest Ln, Santa Fe, NM
Mike Montoya (Manager)
(505) 452-6103
mike.montoya@nmgco.com

SECTION E

Past Experience & Performance

Past Performance # 43

Client Name	New Mexico Gas Company		Contract Name	Red River (Las Animas)	
Contract Number	96		Contract Type	Fixed Price	
Contracting Officer Contact Information			(505) 473-7210		
Contracting Administrative Officer			Josh Vigil		
Award Date	11/11/2013	Original Cost	18,004.56	Final Cost	18,004.56
Relevancy of Work					
Directly relevant. Work was organized by DUB-L-EEE LLC. and directly relevant to the subject solicitation.					
Narrative of Objectives Achieved/Valued Added (any cost growth or schedule delays)					
New Mexico Gas Company contracting with DUB-L-EE LLC to provide labor/material to excavate and install approximately 2,000 feet of 2" main line. DUB-L-EE was able to adjust all operations Accordingly, to complete project before inclement weather.					
Original Delivery Schedule					
11/11/2013					
Final Delivery Schedule					
11/21/2013					
Revisions to Delivery Schedule Dates & Explanation					
None					
Cure Notices of Cause Letters					
None					
Key Personnel Involved					
Martin Flores, Jose Aldana, Miguel Campos					

SECTION E

Past Experience/Performance

Past Performance # 95

Client Name	New Mexico Gas Company		Contract Name	Abq. 8" Upgrade	
Contract Number	4500177387		Contract Type	Fixed Price	
Contracting Officer Rep Contact Information			(505) 697-6802		
Contracting Administrative Officer			Joe Herrera		
Award Date	10/12/2017	Original Cost	\$270,231.77	Final Cost	\$270,231.77
Relevancy of Work					
Directly relevant. Work was organized by DUB-L-EE LLC. and directly relevant to the subject solicitation.					
Narrative of Objectives Achieved/Valued Added (any cost growth or schedule delays)					
DUB-L-EE LLC, was awarded project through a competitive bid amongst 20+ bidders. Project is to excavate and install approx. 124,000 lineal feet of 6", 4" and 2" Polyethylene gas main. The project is in the mountains which part of the scope was to excavate in rocky soil and coordinate traffic in the area. What made this project unique is the need for excellence from the higher-class residence who live in the area. All coordination has been performed by DUB-L-EE with HOA, PNM, Century Link and NMGCO to maintain a safe and productive schedule.					
Original Delivery Schedule					
10/12/2017					
Final Delivery Schedule					
2/9/2018					
Revisions to Delivery Schedule Dates & Explanation					
None					
Cure Notices of Cause Letters					
None					
Key Personnel Involved					
Eddie W. Saiz, Jose Carrasco, Raul Chavez & Alex Moya					

SECTION E

Past Experience/Performance

Past Performance # 90

Client Name	New Mexico Gas Company		Contract Name	Seboyetta 4" Gas Line	
Contract Number	4500143346		Contract Type	Fixed Price	
Contracting Officer Contact Information			(505) 697-6802		
Contracting Administrative Officer			Joseph Herrera		
Award Date	10/18/2016	Original Cost	\$777,294.53	Final Cost	\$777,294.53
Relevancy of Work					
Directly relevant. Work was organized by New Mexico Gas Company and DUB-L-EE LLC. and directly relevant to the subject solicitation.					
Narrative of Objectives Achieved/Valued Added (any cost growth or schedule delays)					
New Mexico Gas Company contracted with DUB-L-EE, LLC, through a competitive bid. This project consisted of trenching, installation, and backfilling of 9,460 feet of 4-inch PE Pipe and 2,023 feet of 2" PE Pipe. A Live/Hot 4" tie-in to existing 6" PE line was required to start the pipeline. In addition to the gas line installation DUB-L-EE added a cost savings to customer by providing crews to install approx. 2,839 feet of Rip-Rap per NMDOT requirements.					
Original Delivery Schedule					
10/18/2016					
Final Delivery Schedule					
5/12/2017					
Revisions to Delivery Schedule Dates & Explanation					
None					
Cure Notices of Cause Letters					
None					
Key Personnel Involved					
Martin Flores, Eddie J. Saiz, Eddie W. Saiz, Miguel Campos					

SECTION E

Past Experience/Performance

Past Performance # 94

Client Name	New Mexico Gas Company		Contract Name	San Pedro Creek Gas Main	
Contract Number	4500166254		Contract Type	Fixed Price	
Contracting Officer Rep Contact Information			(505) 697-3130		
Contracting Administrative Officer			Michael Potts		
Award Date	6/12/2018	Original Cost	\$1,600,000.00	Final Cost	\$1,600,000.00
Relevancy of Work					
Directly relevant. Work was organized by DUB-L-EE LLC. and directly relevant to the subject solicitation.					
Narrative of Objectives Achieved/Valued Added (any cost growth or schedule delays)					
DUB-L-EE LLC, was awarded project through a competitive bid amongst 20+ bidders. Project is to excavate and install approx. 124,000 lineal feet of 6", 4" and 2" Polyethylene gas main. The project is in the mountains which part of the scope was to excavate in rocky soil and coordinate traffic in the area. What made this project unique is the need for excellence from the higher-class residence who live in the area. All coordination has been performed by DUB-L-EE with HOA, PNM, Century Link and NMGCO to maintain a safe and productive schedule.					
Original Delivery Schedule					
6/12/2017					
Final Delivery Schedule					
8/30/2018					
Revisions to Delivery Schedule Dates & Explanation					
None					
Cure Notices of Cause Letters					
None					
Key Personnel Involved					
Eddie W. Saiz, Joe Sanchez, Miguel Campos					

SECTION F

Documentation of Education

Emera Inc.

Site: General NMGC_ASME Contractor Tasks (JS-31437)

Report Date: 12/4/2019 1:29:48 PM

Report Run By: Automatically Generated OQ Report

Form ID: 239073-AO-DDFD0043

Gibson, Donny DUB-L-EE
(ISN-05123846)



Task	Qualification Method	Type	Evaluation Date	Expiration Date	Class
NMGC - Drug Test - NMGC Pre-Employment Drug Test	TECO Energy - Drug Test - NMGC Pre-Employment Drug Test	O	03/25/2019	06/25/2102	V
NMGC ASME AOC - NMGC - Abnormal Operating Conditions	ITS - M11.5751W - M11.5751 WE: Recognize and React to Generic Abnormal Operating Conditions	W	03/20/2019	03/20/2022	V
NMGC ASME GAS01 - NMGC - Hazards of Natural Gas and Prevention of Accidental Ignition	ITS - M07.5741W - M07.5741 WE: Prevent Accidental Ignition	W	03/20/2019	03/20/2022	V
NMGC ASME 0301 - NMGC - Manually Opening And Closing Valves	ITS - M05.0301W - M05.0301 WE: Manually Opening and Closing Valves	W	03/20/2019	03/20/2022	V
NMGC ASME 0301 - NMGC - Manually Opening And Closing Valves	ITS - M05.0301P - M05.0301 PE: Manually Opening and Closing Valves	P	03/28/2019	03/28/2022	V
NMGC ASME 0311 - NMGC - Adjust And Monitor Flow Or Pressure - Manual Valve Operation	ITS - M05.0311W - M05.0311 WE: Adjust and Monitor Flow or Pressure-Manual Valve Operation	W	03/20/2019	03/20/2022	V
NMGC ASME 0311 - NMGC - Adjust And Monitor Flow Or Pressure - Manual Valve Operation	ITS - M05.0311P - M05.0311 PE: Adjust and Monitor Flow or Pressure-Manual Valve Operation	P	03/28/2019	03/28/2022	V
NMGC ASME 0641 - NMGC - Visually Inspect Pipe And Components Prior To Installation	ITS - G02.0641W - G02.0641 WE: Visually Inspect Pipe and Components Prior to Installation	W	03/18/2019	03/18/2022	V
NMGC ASME 0641 - NMGC - Visually Inspect Pipe And Components Prior To Installation	ITS - G02.0641P - G02.0641 PE: Visually Inspect Pipe and Components Prior to Installation	P	03/28/2019	03/28/2022	V
NMGC ASME 0691 - NMGC - Joining of Pipe: Nonbottom-Out Compression Coupling	ITS - F02.1.0691W - F02.1.0691 WE: Joining of Pipe - Non-Bottom Out Compression Couplings	W	03/18/2019	03/18/2020	V
NMGC ASME 0691 - NMGC - Joining of Pipe: Nonbottom-Out Compression Coupling	ITS - F02.1.0691P - F02.1.0691 PE: Joining of Pipe - Non-Bottom Out Compression Couplings	P	03/28/2019	03/28/2020	V
NMGC ASME 0711 - NMGC - Joining Of Pipe - Compression Couplings	ITS - F02.3.0711W - F02.3.0711 WE: Joining of Pipe: Compression Couplings	W	03/18/2019	03/18/2020	V
NMGC ASME 0711 - NMGC - Joining Of Pipe - Compression Couplings	ITS - F02.3.0711P - F02.3.0711 PE: Joining of Pipe: Compression Coupling	P	03/28/2019	03/28/2020	V
NMGCASME 0721 - NMGC - Joining Of Pipe - Threaded Joints (ASME)	ITS - H01.0721W - H01.0721 WE: Joining of Pipe: Threaded Joints	W	03/18/2019	03/18/2022	V
NMGCASME 0721 - NMGC - Joining Of Pipe - Threaded Joints (ASME)	ITS - H01.0721P - H01.0721 PE: Joining of Pipe: Threaded Joints	P	03/28/2019	03/28/2022	V
NMGC ASME 0731 - NMGC - Joining Of Pipe - Flange Assembly (ASME)	ITS - F07.0731W - F07.0731 WE: Joining of Pipe: Flange Assembly	W	03/18/2019	03/18/2022	V
NMGC ASME 0731 - NMGC - Joining Of Pipe - Flange Assembly (ASME)	ITS - F07.0731P - F07.0731 PE: Joining of Pipe: Flange Assembly	P	03/28/2019	03/28/2022	V
NMGC ASME 0801 - NMGC - Welding/Inspection of Welds	ITS - E01.0801W - E01.0801 WE: Welding	W	03/18/2019	03/18/2020	V
NMGC ASME 0801 - NMGC - Welding/Inspection of Welds	ITS - E01.0801P - E01.0801 PE: Welding	P	04/03/2019	04/03/2020	V
NMGC ASME 0801 - NMGC - Welding/Inspection of Welds	TECO Energy - SMAW-9 - Steel Welding SMAW-9	W	03/19/2019	03/19/2020	V
NMGC ASME 0801 - NMGC - Welding/Inspection of Welds	ITS - E01.0801W - E01.0801 WE: Welding	W	03/18/2019	03/18/2020	V
NMGC ASME 0801 - NMGC - Welding/Inspection of Welds	ITS - E01.0801P - E01.0801 PE: Welding	P	04/03/2019	04/03/2020	V
NMGC ASME 0801 - NMGC - Welding/Inspection of Welds	TECO Energy - SMAW-9 - Steel Welding SMAW-9	W	03/19/2019	03/19/2020	V
NMGC ASME 0801 - NMGC - Welding/Inspection of Welds	ITS - E01.0801W - E01.0801 WE: Welding	W	03/18/2019	03/18/2020	V
NMGC ASME 0801 - NMGC - Welding/Inspection of Welds	ITS - E01.0801P - E01.0801 PE: Welding	P	04/03/2019	04/03/2020	V
NMGC ASME 0801 - NMGC - Welding/Inspection of Welds	TECO Energy - SMAW-1 (F) - Steel Welding SMAW-1 (F) (Production)	P	07/25/2019	01/25/2020	V

SECTION F

NMGC ASME 0801 - NMGC - Welding/Inspection of Welds	ITS - E01.0801W - E01.0801 WE: Welding	W	03/18/2019	03/18/2020	V
NMGC ASME 0801 - NMGC - Welding/Inspection of Welds	ITS - E01.0801P - E01.0801 PE: Welding	P	04/03/2019	04/03/2020	V
NMGC ASME 0811 - NMGC - Visual Inspection of Welding and Welds	ITS - E02.0811W - E02.0811 WE: Visual Inspection of Welding and Welds	W	03/18/2019	03/18/2022	V
NMGC ASME 0811 - NMGC - Visual Inspection of Welding and Welds	ITS - E02.0811P - E02.0811 PE: Visual Inspection of Welding and Welds	P	04/03/2019	04/03/2022	V
NMGC ASME 0861 - NMGC - Installation Of Steel Pipe In A Ditch	ITS - G02.0861W - G02.0861 WE: Installation of Steel Pipe in a Ditch	W	03/18/2019	03/18/2022	V
NMGC ASME 0861 - NMGC - Installation Of Steel Pipe In A Ditch	ITS - G02.0861P - G02.0861 PE: Installation of Steel Pipe in a Ditch	P	03/28/2019	03/28/2022	V
NMGC ASME 0871 - NMGC - Installation Of Steel Pipe In A Bore	ITS - G04.0871W - G04.0871 WE: Installation of Steel Pipe in a Bore	W	03/18/2019	03/18/2022	V
NMGC ASME 0871 - NMGC - Installation Of Steel Pipe In A Bore	ITS - G04.0871P - G04.0871 PE: Installation of Steel Pipe in a Bore	P	03/28/2019	03/28/2022	V
NMGC ASME 0901 - NMGC - Installation of Plastic Pipe In A Ditch	ITS - G02.0901W - G02.0901 WE: Installation of Plastic Pipe in a Ditch	W	03/20/2019	03/20/2022	V
NMGC ASME 0901 - NMGC - Installation of Plastic Pipe In A Ditch	ITS - G02.0901P - G02.0901 PE: Installation of Plastic Pipe in a Ditch	P	03/28/2019	03/28/2022	V
NMGC ASME 0941 - NMGC - Install Tracer Wire	ITS - G02.0941W - G02.0941 WE: Install Tracer Wire	W	03/18/2019	03/18/2022	V
NMGC ASME 0941 - NMGC - Install Tracer Wire	ITS - G02.0941P - G02.0941 PE: Install Tracer Wire	P	03/28/2019	03/28/2022	V
NMGC ASME 1081 - NMGC - Tapping A Pipeline (Tap Diameter 2 Inches or Less)	ITS - L01.1081W - L01.1081 WE: Tapping a Pipeline (Tap Diameter 2 in. and Less)	W	03/20/2019	03/20/2022	V
NMGC ASME 1081 - NMGC - Tapping A Pipeline (Tap Diameter 2 Inches or Less)	ITS - L01.1081P - L01.1081 PE: Tapping a Pipeline (Tap Diameter 2 in. and Less)	P	03/28/2019	03/28/2022	V
NMGC ASME 1091 - NMGC - Tapping A Pipeline (Tap Diameter Greater Than 2 Inches)	ITS - L01.1091W - L01.1091 WE: Tapping a Pipeline (Tap Diameter Greater Than 2 Inch)	W	03/20/2019	03/20/2022	V
NMGC ASME 1091 - NMGC - Tapping A Pipeline (Tap Diameter Greater Than 2 Inches)	ITS - L01.1091P - L01.1091 PE: Tapping a Pipeline (Tap Diameter Greater Than 2 Inch)	P	03/28/2019	03/28/2022	V
NMGC ASME 1101 - NMGC - Tapping A Pipeline With A Built -In Cutter	ITS - L01.a.1101W - L01.a.1101 WE: Tapping a Pipeline With a Built-In Cutter	W	03/20/2019	03/20/2022	V
NMGC ASME 1101 - NMGC - Tapping A Pipeline With A Built -In Cutter	ITS - L01.a.1101P - L01.a.1101 PE: Tapping a Pipeline With a Built-In Cutter	P	03/28/2019	03/28/2022	V
NMGC ASME 1131 - NMGC - Stopper (Stopp) Pipe	ITS - L01.b.1131W - L01.b.1131 WE: Stopper (Stopp) Pipe	W	03/20/2019	03/20/2022	V
NMGC ASME 1131 - NMGC - Stopper (Stopp) Pipe	ITS - L01.b.1131P - L01.b.1131 PE: Stopper (Stopp) Pipe	P	03/28/2019	03/28/2022	V
NMGC ASME 1201 - NMGC - Temporary Isolation Of Service Lines And Service Discontinuance	ITS - H03.1201W - H03.1201 WE: Temporary Isolation of Service Lines and Service Discontinuance	W	03/18/2019	03/18/2022	V
NMGC ASME 1201 - NMGC - Temporary Isolation Of Service Lines And Service Discontinuance	ITS - H03.1201P - H03.1201 PE: Temporary Isolation of Service Lines and Service Discontinuance	P	03/28/2019	03/28/2022	V
NMGC ASME 1331 - NMGC - Damage Prevention Inspection During Third Party Excavation Or Encroachment As Determined By Operator	ITS - G01.1331W - G01.1331 WE: Damage Prevention Inspection During Third-Party Excavation or Encroachment Activities as Determined Necessary by the Operator	W	03/20/2019	03/20/2022	V
NMGC ASME 1331 - NMGC - Damage Prevention Inspection During Third Party Excavation Or Encroachment As Determined By Operator	ITS - G01.1331P - G01.1331 PE: Damage Prevention Inspection During Third-Party Excavation or Encroachment Activities as Determined Necessary by the Operator	P	03/28/2019	03/28/2022	V

NOTE*

This Operator Qualification is for just one of DUB-L-EE's Employees (Welder). There would be too many pages for all employees and for the sake of this proposal we limited to one. All DUB-L-EE staff is Operator Qualified (OQ'd) and copies are readily available upon request.

SECTION G



Post Office Box 1048
Albuquerque, New Mexico 87103-1048

May 28, 2020

To Whom It May Concern:

We at New Mexico Bank & Trust are pleased to inform you that DUB-L-EE LLC has been a good customer of the bank since 2019. They keep an average six figures in deposits, with no overdrafts in the past six months.

Please call or email me with any questions or concerns.

Sincerely,

A handwritten signature in blue ink that reads "Cathy Waseta".

Cathy Waseta
Vice President
Phone: 505-830-8138
Fax: 505-830-8140
Email: cwaseta@nmb-t.com

SECTION H

Additional Information

DRUGS AND ALCOHOL – GENERAL INTRODUCTION

I) GENERAL POLICY

It is the policy of DUB-L-EE (hereinafter "DUB-L-EE," "Company," or "Employer") to provide a work environment that is free from the use, consumption, possession, sale or distribution of illegal drugs or alcohol and from the misuse of legal drugs on the Company's premises, including vehicles used on DUB-L-EE business. Accordingly, DUB-L-EE requires that employees and subcontractors subject to Part 40 or Part 382 of the CFR by virtue of their work will be subject to testing to determine the presence of illegal drugs, alcohol or inappropriately used legal drugs while performing DUB-L-EE business. Consumption of alcohol during employee breaks or lunch is strictly prohibited. Employees must be fit for duty and not be under the influence of alcohol or controlled substances (without a valid prescription for the controlled substances) when the employee presents for DUB-L-EE duty, and at all times while at work or on duty or when on Company premises.

a) OBJECTIVE

The objective of this policy is to provide a safe, healthful, and efficient workplace for employees, business associates and the general public. To accomplish this, DUB-L-EE management will utilize reasonable measures, including drug and alcohol-testing, to maintain a work environment that is free from the adverse effects of drug and alcohol use. This objective additionally enhances compliance with federal and state regulatory entities and the Drug-Free Workplace Act of 1998.

b) SCOPE AND APPLICATION OF POLICY

All employees are subject to this policy. Certain functions performed by some employees are also regulated by the Department of Transportation, Federal Motor Carrier Safety Administration (DOT-FMCSA) (commercial drivers) and the Research and Special Projects Administration (DOT-PHMSA) (gas pipeline operations). Some DUB-L-EE employees perform dual jobs (PHMSA/CDL). Such employees shall be tested under DOT-PHMSA if performing a safety-sensitive pipeline function at the time of an accident, or under DOT-FMCSA if performing a safety sensitive CDL function at the time of an accident.

c) DEFINITIONS

The following definitions apply to DUB-L-EE Drug and Alcohol Policy:

1) Accident

(A) **Accident, for Company** (non-DOT) employees (or DOT covered employees whose accidents do not meet DOT definitions of accidents) means an occurrence that could justify a post-accident drug and alcohol test, which results in:

- (i) A fatality (any injury which results in the death of a person at the time of the accident).
- (ii) Injury to a person requiring medical attention; and
- (iii) Any accident involving property damage over \$2500.00.

(B) **PHMSA Accident**, for purposes of post-accident testing of **Pipeline and Hazardous Materials Safety Administration (PHMSA) (pipeline)** employees, means an incident reportable under Title 49 Code of Federal Regulations (CFR), Part 191, involving:

- (i) An event that involves the release of gas from a pipeline and:
 - (a) A death or personal injury necessitating inpatient hospitalization; or
 - (b) Estimated property damage, including cost of gas lost, of the operator, or others, or both, of \$50,000.00 or more;
- (ii) An event that is significant, in the judgment of the pipeline operator, even though it did not meet the criteria of paragraphs (a) - (b) above.

2) **Actual knowledge** means actual knowledge by the employer that an employee has used alcohol or controlled substances based on:

- (A) The employer's direct observation of the employee (direct observation as used for this definition, means observation of alcohol or controlled substances use but does not include observations conducted for reasonable cause/suspicion testing required by DOT);
- (B) Information provided by the driver's/employee's previous employer(s).
- (C) A traffic citation for driving a CMV while under the influence of alcohol or controlled substances; or
- (D) An employee's admission of alcohol or controlled substance use with the exception of an employee's admission under the self-referral process.
- (E) Having tested positive as determined by an MRO for controlled substances or having an alcohol concentration above .02 AC during a confirmation test as determined by an evidential breath-testing device.

NOTE*

This Drug and Alcohol excerpt is the first page of DUB-L-EE's Program. The entire Policy is approximately 77 pages and for the sake of this proposal limited the pages. An entire copy is readily available upon request

DUB-L-EE LLC, HOURLY RATES



06/01/2020

• Welder w/arc equipment	\$102.50 per hour
• Welder w/gas or PE equipment	\$102.50 per hour
• Backhoe	\$95.00 per hour
• Compressor w/accessories	\$35.00 per hour
• Dump Truck	\$58.00 per hour
• Water Truck	\$58.00 per hour
• Trencher w/operator	\$62.50 per hour
• Truck/Pipe Trailer	\$55.00 per hour
• Compressor	\$22.50 per hour
• Hydra Tamper w/operator	\$90.00 per hour
• Vibrator/Roller Tamper	\$85.00 per hour
• Whacker Tamper	\$14.00 per hour
• Mini Excavator	\$90.00 per hour
• Track Excavator w/Operator	\$135.00 per hour
• Vac Unit	\$155.00 per hour
• Directional Drill Availabilities	Price is based on per foot basis & individual jobs
• Per Diem	\$135.00 per day
• Supervisor	\$58.00 per hour
• Certified Welder	\$55.00 per hour
• Laborer/Helper	\$40.00 per hour
• Equipment/Operator	\$46.50 per hour
• Skidsteer	\$85.00 per hour
• Material Mark Up Cost	25%

***RATES ARE BASED ON PORTAL TO PORTAL**

DUB-L-EE, LLC

98 Highway 66 East ♦ ALBUQUERQUE, NM 87123

PHONE: 505-292-1684 ♦ FAX: 505-717-2599



SCORING MATRIX

RFP 2020-12 On Call Services for Maint. And Emergency Gas Transmission Line Repairs

	DUB-L-EE
1. Specialized Services as defined in scope of work 25 points	Evaluator #1--- <u>25</u> Evaluator #2--- <u>25</u> Evaluator #3--- <u>25</u> Evaluator #4--- <u>25</u> Evaluator #5--- <u>25</u>
2. Capacity and Capability 25 points	Evaluator #1--- <u>25</u> Evaluator #2--- <u>25</u> Evaluator #3--- <u>25</u> Evaluator #4--- <u>25</u> Evaluator #5--- <u>25</u>
3. Past Record Performance 15 Points	Evaluator #1--- <u>15</u> Evaluator #2--- <u>15</u> Evaluator #3--- <u>15</u> Evaluator #4--- <u>15</u> Evaluator #5--- <u>15</u>
4. Familiarity with City 15 Points	Evaluator #1--- <u>15</u> Evaluator #2--- <u>15</u> Evaluator #3--- <u>15</u> Evaluator #4--- <u>15</u> Evaluator #5--- <u>15</u>
5. Current Volume of Work with the City that is less than 75% complete 10 Points	Evaluator #1--- <u>10</u> Evaluator #2--- <u>10</u> Evaluator #3--- <u>10</u> Evaluator #4--- <u>10</u> Evaluator #5--- <u>10</u>
6. Required Certifications 10 Points	Evaluator #1--- <u>10</u> Evaluator #2--- <u>10</u> Evaluator #3--- <u>10</u> Evaluator #4--- <u>10</u> Evaluator #5--- <u>10</u>
Totals	
	Evaluator #1--- <u>100</u> Evaluator #2--- <u>100</u> Evaluator #3--- <u>100</u> Evaluator #4--- <u>100</u> Evaluator #5--- <u>100</u>
	100.00

Work Session
CITY COUNCIL MEETING AGENDA REQUEST

DATE: 6/26/2020

DEPT: City Clerk

MEETING DATE: 7/8/2020

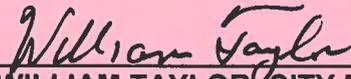
DISCUSSION ITEM/TOPIC: Resolution No. 20-33 Annual open meetings resolution.

BACKGROUND/RATIONALE: Resolution 20-33 establishes reasonable notice of Council meetings in compliance with Open Meetings Act. Approval of resolution is required annually. Council has requested a discussion on possible revisions to the current open meetings resolution.

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


SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:


WILLIAM TAYLOR, CITY MANAGER

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

FINANCE DIRECTOR
(PROCUREMENT)

**CITY OF LAS VEGAS
RESOLUTION NO. 20-33**

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

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

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

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

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

1. Regular Business Meetings. ~~Pursuant to Section 147 (A) of the Municipal Code~~ Pursuant to the City of Las Vegas Municipal Charter, Article II, Section 2.07 Governing Body Procedures, B. Meetings, All Regular Business Meetings of the Las Vegas City Council shall be held on the second and third Wednesdays of each month at 6:00 p.m. at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico. The agenda will be available at least seventy-two hours prior to the meetings from the City Clerk whose office is located at the George Arellanes Municipal Complex, 1700 North Grand Avenue, Las Vegas, New Mexico. Notice of said meetings will be posted on the City's website, www.lasvegasnm.gov and shall be printed in a newspaper(s) of general circulation one (1) time, at the beginning of the calendar year; and shall be telephoned, e-mailed or faxed to broadcast stations licensed by the federal communications commission and newspapers of general circulation that have provided a written request for such notice. If a regular meeting is postponed, notice of the new time and date of said meeting may be printed in a newspaper(s) of general circulation; and shall be telephoned, emailed or faxed to broadcast stations licensed by the federal communications commission and newspapers of general circulation that have provided a written request for such notice at least seventy-two hours to the specific time of the meeting or at the earliest date and time possible. If the date and time of the Regular meeting permanently changed, the new date and time shall be printed in a newspaper(s) of general circulation twice, one (1) week apart.

~~2. Work Sessions. Work Sessions shall be held for the purpose of examining issues, but no~~

~~official action may be taken on the second Wednesday of each month at 5:30 p.m. at the City~~

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

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

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

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

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

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

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

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

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

7. 6. All notices shall also contain the following language: If you are an individual with a disability, who is in need of an auxiliary aid or service to attend or participate in a meetings, please contact the City Clerk at (505) 454-1401 at least one week in advance.

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

- Planning & Zoning Commission/Board of Adjustments - Last Monday of the month at 4:00 p.m. - City Council Chambers;
- Design Review Board - Third Monday of the month at 4:00 p.m. - City Council Chambers;
- Lodger's Tax Advisory Board - (Quarterly), (January, April, July, October) Second Tuesday of the month at 2:00 p.m. - City Council Chambers;
- Police Advisory Commission - Third Thursday of the month at 3:00 p.m. - Police Department;
- Extra-Territorial Zoning Commission - Third Tuesday of the month at 4:00 p.m. - City Council Chambers;

- Public Housing Authority Board of Commissioners – Third Wednesday of each month at 5:30p.m.- City Council Chambers;
- Labor Management Relations Board – Meeting will be scheduled and published as required by ordinance, rules and regulations;
- Campaign and Ethics Board -Last Thursday of the Month at 5:30p.m.- City Council Chambers;
- Library Board – (Quarterly), (January, April, July, October) Last Tuesday of the month at 10:00 a.m.- Carnegie Library;
- Museum Board -(Quarterly), (February, May, August, November) Second Thursday of the month at 12:00 p.m. – Las Vegas Museum & Rough Riders Memorial Collection;
- Tree Board – Last Tuesday of the month at 3:30 p.m. – Tierra Y Montes Conference Room; don't meet in November or December
- Film Commission -(Quarterly), (January, April, July, October) First Wednesday of the month at 4:00 p.m. -City Council Chambers;
- Charter Commission – First Thursday of the Month at 1:30 p.m. – City Council Chambers;
- Youth Advisory Committee – (February, April, June, August, October, December) First Tuesday every other month at 2:00 p.m.- Traveler's Cafe;
- Fiesta Advisory Committee- (March, May, July) Third Thursday every other month at 1:00 p.m. –Community Development Department;
- Finance Advisory Committee – Last Thursday at 3:30 p.m. the month following the end of the quarter (April, July, October)- City Council Chambers;
- Utility Advisory Committee- Second Tuesday of the month at 1:30p.m.–Utilities Department;
- Housing Advisory Committee – Last Wednesday of the month at 10:00 a.m. – City Council Chambers;
- Senior Center Advisory Committee – Third Wednesday of the month at 1:30 p.m. – Las Vegas Senior Center;
- Veteran's Advisory Committee – First Wednesday of the Month at 4:30 p.m. – Miguel Encinias Veterans Center

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

Done this _____ day of _____, 2020

Louie Trujillo, Mayor

ATTEST:

Casandra Fresquez, City Clerk

Approved as to Legal Sufficiency Only:

Scott Aaron, City Attorney

Work Session
CITY COUNCIL MEETING AGENDA REQUEST

DATE: 7/1/2020

DEPT: City Attorney

MEETING DATE: 7/8/2020

DISCUSSION ITEM/TOPIC: Resolution No. 20-39, to approve purchase of 2409 Cholla Property.

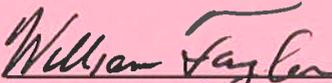
BACKGROUND/RATIONALE: The residential property was recently foreclosed on and the City has an opportunity to purchase the property for \$55,000.00 using funds from the City's Housing Authority and by obtaining the property as an asset, the Department for Housing and Urban Development has agreed to credit the City in the amount of \$112,000.00 against the City's outstanding HUD debt.

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



SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:



WILLIAM TAYLOR, CITY MANAGER



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

FINANCE DIRECTOR
(PROCUREMENT)

Agreement / Contract

No. 3638-20

City of Las Vegas

Date

PURCHASE AGREEMENT

This Purchase Agreement is entered into on the date executed herein between the City of Las Vegas, a New Mexico home-rule municipality, (the "Buyer"), and Nationstar Mortgage LLC d/b/a Champion Mortgage Company, a Delaware limited liability company, (the "Seller").

RECITALS

Seller foreclosed the property commonly referred to at 2409 Cholla Street, Las Vegas, NM 87701, as more specifically described below, and became owner of said property via said foreclosure sale on 05/08/2019 as evidenced by Special Master's Deed recorded on 06/12/2019 as Instrument No. 201901856, with said Deed being attached hereto as **Exhibit A**:

Lot 15, Block 2 of Esperanza Site 7-6 Subdivision to the City of Las Vegas, San Miguel County, New Mexico, as shown on the subdivision plat recorded in the San Miguel County Clerk's office on December 20, 2002, in plat book 42, page 82, as document number 8765 (the "Property")

The Property is subject to a Declaration of Trust related to Modernization Project Number NM 16P007906 recorded with the Office of the Clerk of San Miguel County on 07/17/1989 as No. 562 (the "Declaration"). A copy of which is attached hereto as **Exhibit B**.

The terms of the Declaration require that Seller sell the Property to Buyer and that the Property cannot be sold to anyone else. The Seller has agreed to sell and the Buyer has agreed to purchase the Property.

Therefore, the parties incorporate the recitals and exhibits herein by reference and agree as follows:

1. Sale of the Property. The Seller hereby agrees to sell and quitclaim the Property with no warranty or representation as to the status of title. The Buyer hereby accepts the sale, conveyance and quitclaim of the Property. A copy of the Quitclaim Deed is attached hereto as **Exhibit C**.

2. No Other Assumption of Liabilities. The Seller will not be responsible for any liability that arises from the Buyer's purchase or ownership of Property.

3. Purchase Price. The purchase price is \$55,000 (the "**Purchase Price**"). The Buyer shall pay the Purchase Price via wire transfer to:

Account Name: Nationstar Mortgage LLC Reverse Payment Clearing
Account Address: 8950 Cypress Waters Blvd. Coppell, TX 75019- 4620
Bank Name: JP Morgan Chase
Bank ABA (ACH): 111000614
Bank ABA (Wire): 021000021
Account Number: 826194560
Ref: No. 2598120 & directions for the application of proceeds

4. Quitclaim Deed- Upon receipt of the wired Purchase Price, Seller shall send the original Quitclaim Deed via federal express to:

The City of Las Vegas
Attn: Scott Aaron, City Attorney
1700 N. Grand Ave.
Las Vegas, NM 87701

4. Miscellaneous. This agreement contains the entire agreement between the parties with respect to the subject matter hereof and all prior negotiations, writings, and understandings relating to the subject matter of this agreement are merged in and are superseded and canceled by, this agreement. This agreement may not be modified or amended except by a writing signed by the parties. This agreement is not intended to confer upon any person or entity not a party (or their successors and permitted assigns) any rights or remedies hereunder. This agreement may be signed in any number of counterparts, each of which will be an original with the same effect as if the signatures were upon the same instrument, and it may be signed electronically. The captions in this agreement are included for convenience of reference only and will be ignored in the construction or interpretation hereof. If any date provided for in this agreement falls on a day which is not a business day, the date provided for will be deemed to refer to the next business day. Any provision in this agreement that is held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction will be ineffective only to the extent of such invalidity, illegality, or unenforceability without affecting in any way the remaining provisions hereof; provided, however, that the parties will attempt in good faith to reform this agreement in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. The Exhibits to this agreement are a material part of this agreement and are incorporated by reference herein. This agreement shall be governed by the laws of the State of New Mexico.

Each of the undersigned has caused this Purchase Agreement to be duly executed and delivered as of the date referenced below.

Date: 6-30-2020

City of Las Vegas, NM, BUYER

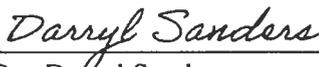


By: William Taylor

Title: City Manager

Nationstar Mortgage LLC d/b/a Champion Mortgage
Company, SELLER

Date: June 30, 2020



By: Darryl Sanders

Title: Assistant Secretary