

**VILLAGE OF RUIDOSO/CITY OF RUIDOSO DOWNS  
RWWTP - JOINT USE BOARD**

**AGENDA INDEX**  
**RESCHEDULED** REGULAR MEETING  
JANUARY 13, 2016 AT 10:00 A.M.

**VILLAGE HALL**  
**313 CREE MEADOWS DRIVE**  
**RUIDOSO, NM 88345**

**CALL TO ORDER.**

**ROLL CALL.**

**APPROVAL OF AGENDA.**

**PUBLIC INPUT.**

**REGULAR ITEMS.**

**PAGE**

- |    |  |   |
|----|--|---|
| 1. | Discussion and Possible Action on Approval of August 19, 2015 Regular Meeting Minutes.   | 1 |
| 2. | Discussion and Possible Action on Adoption of Resolution 2016-01, a Resolution Declaring Reasonable Notice of Public Meetings for the Regional Wastewater Treatment Plant Joint Use Board. | 5 |
| 3. | Discussion and Possible Action on First Renewal Agreement with Montgomery & Andrews, P.E. for Legal Services Related to the Regional Wastewater Treatment Plant.                           | 9 |

**REPORTS FROM BOARD MEMBERS.**

**CLOSED SESSION.**

- Discussion subject to the attorney-client privilege pertaining to threatened or pending litigation in which the Regional Wastewater Treatment Plant Joint Use Board is or may become a participant. §10-15-1.H.7, NMSA 1978.
  - ▶ Nutrient Effluent Limits in the NPDES Permit for the Wastewater Treatment Plant.

Any action taken as a result of closed session will be brought back into open session.

**ADJOURNMENT.**

I certify that notice has been given in compliance with Sections 10-15-1 through 10-15-4 NMSA 1978 and Resolution 2015-01. If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact the Village Clerk at least one week prior to the meeting or as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please contact the Village Clerk if a summary or other type of accessible format is needed.



# AGENDA MEMORANDUM

## RWWTP – JOINT USE BOARD

**To:** Joint Use Board Members

**Presenter:** Bertha Randolph,  
Joint Use Board Secretary

**Meeting Date:** January 13, 2016

**Re:** Approval of Minutes:  
August 19, 2015 Regular Meeting

|                                     |                                   |
|-------------------------------------|-----------------------------------|
| <input type="checkbox"/>            | Consent Item                      |
| <input type="checkbox"/>            | Public Hearing                    |
| <input checked="" type="checkbox"/> | Regular Item                      |
| <input type="checkbox"/>            | Board and Commission Appointments |
| <input type="checkbox"/>            | Informational                     |
| <input type="checkbox"/>            | Workshop Item                     |

**Item Summary:**

Approval of Minutes:  
August 19, 2015 Regular Meeting

|              |     |                   |     |                         |     |                           |     |
|--------------|-----|-------------------|-----|-------------------------|-----|---------------------------|-----|
| <u>Fund:</u> | n/a | <u>Line Item:</u> | n/a | <u>Budgeted Amount:</u> | n/a | <u>Available Balance:</u> | n/a |
|--------------|-----|-------------------|-----|-------------------------|-----|---------------------------|-----|

**Item Discussion:**

See Above.

**Recommendations:**

Approve Minutes as presented above.

**Required Approvals of Agenda Memorandum and Back-Up Documentation:**

Bertha Randolph, CMC  
Deputy Clerk

(received on: 1/8/16 1:30 pm)  
Date Time

throughout the year; and recommended adjusting the work schedule so that each task order would be adjusted to accommodate a certain time frame.

Mr. Snowden stated the following: the work and associated costs had to be approved by task order; there were other studies that also needed to be performed; and more money should be used to clean out the impaired river, and less money should be used on more testing.

John Cornelius moved to Award RFP #2016-001P to GEI Consultants, Inc. for Professional Services for Environment Consultant to Assist the Regional Wastewater Treatment Facility and Joint Use Board with changes being made to all task orders regarding dates and to be approved by the Joint Use Board. Dale Graham seconded and the motion carried with a roll call vote of all ayes.

**Discussion and Possible Action on Agreement with GEI Consultants, Inc. for Professional Services for Environment Consultant to Assist the Regional Wastewater Treatment Facility and Joint Use Board.** Bobby Snowden stated all work to be done, along with associated costs would be approved by task orders by the Joint Use Board.

Mayor Williams moved to approve Agreement with GEI Consultants, Inc. for Professional Services for Environment Consultant to Assist the Regional Wastewater Treatment Facility and Joint Use Board. John Cornelius seconded and the motion carried with a roll call vote of all ayes.

**REPORTS FROM BOARD MEMBERS:**

Mayor Williams stated due to the retirement of Cleatus Richards, Dale Graham would be serving as Interim Public Works Director and member of the Joint Use Board.

Ms. Lee stated the two entities needed to schedule a Joint Meeting of the Governing Bodies to discuss the Joint Powers Agreement before the next regular Joint Use Board meeting.

**CLOSED SESSION:**

There was no Closed Session.

There being no further business to come before the Regional Wastewater Treatment Plant Joint Use Board, Chair Crawford adjourned the regular meeting at 10:29 a.m.

Passed and approved this \_\_ day of \_\_\_, 2015.

**APPROVED:** \_\_\_\_\_  
Tom Battin, Chairman

**ATTEST:** \_\_\_\_\_  
Bertha Randolph, CMC  
RWWTP Joint Use Board Clerk



4. Notice requirements as set out in Section 2 of this resolution shall be complied with by the VILLAGE APPOINTED EX-OFFICIO STAFF MEMBER posting a notice on the bulletin board at the Ruidoso Municipal Building setting out the date, time, and place of meeting. The Board Secretary shall provide telephonic or e-mail notice to those broadcast stations licensed by the Federal Communications Commissions and newspapers of general circulation that have made a written request for notice of public meetings.

5. As an alternative to the notice of regular or special meetings provided by Sections 1 and 2 hereof, notice of regular or special meetings may be given (but shall not be required to be given) by one publication of a written notice in a newspaper of general circulation in the Village by at least the time specified in Section 1 or 2 hereof, whichever is applicable, i.e., depending upon whether the meeting is regular or special.

6. In the minutes of each meeting posted as required by this resolution and for which minutes are required by law to be kept, or in the official records of any meeting for which minutes are not required, the VILLAGE APPOINTED EX-OFFICIO STAFF MEMBER shall certify compliance with the provisions of this resolution. The certification of a special meeting shall also state the time, the date, and the place where notices were posted. Certifications required by this section shall be filed with and become a part of the official minutes or record of any meeting held under this Resolution.

7. An "Emergency Meeting" requires at least three (3) hours in advance notice for the purpose of discussing any unforeseen circumstances that, if not addressed immediately by the public body, will likely result in injury or damage to persons or property or substantial financial loss to the public body. Within ten days of taking action on an emergency matter, the public body shall report to the Attorney General's Office the action taken and the circumstances creating the emergency; provided that the requirement to report to the Attorney General is waived upon the declaration of a State or National Emergency.

8. In addition to the information specified above, all notices shall include the following language: If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact the Village Clerk at least one week prior to the meeting or as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please contact the Clerk if a summary or other type of accessible format is needed.

**PASSED, APPROVED, AND ADOPTED ON THIS 13TH DAY OF January, 2016.**

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Board Secretary

\_\_\_\_\_  
Employee Representative



# AGENDA MEMORANDUM

## RWWTP – JOINT USE BOARD

**To:** Joint Use Board Members

**Presenter:** Bobby Snowden,  
RWWTP Director

**Meeting Date:** January 13, 2016

|                                     |                                   |
|-------------------------------------|-----------------------------------|
| <input type="checkbox"/>            | Consent Item                      |
| <input type="checkbox"/>            | Public Hearing                    |
| <input checked="" type="checkbox"/> | Regular Item                      |
| <input type="checkbox"/>            | Board and Commission Appointments |
| <input type="checkbox"/>            | Informational                     |
| <input type="checkbox"/>            | Workshop Item                     |

3

**Re:** Discussion and Possible Action on First Renewal Agreement with Montgomery & Andrews, P.E. for Legal Services Related to the Regional Wastewater Treatment Plant.

**Item Summary:**

Discussion and Possible Action on First Renewal Agreement with Montgomery & Andrews, P.E. for Legal Services Related to the Regional Wastewater Treatment Plant.

|              |     |                   |           |                         |          |                           |           |
|--------------|-----|-------------------|-----------|-------------------------|----------|---------------------------|-----------|
| <u>Fund:</u> | 510 | <u>Line Item:</u> | 410-52001 | <u>Budgeted Amount:</u> | \$50,000 | <u>Available Balance:</u> | \$100,000 |
|--------------|-----|-------------------|-----------|-------------------------|----------|---------------------------|-----------|

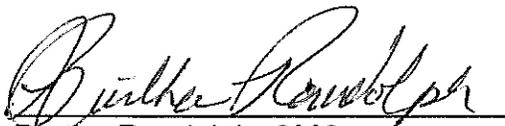
**Item Discussion:**

The RWWTP-JUB would re-hire Montgomery & Andrews, P.A. on the terms of the original agreement not to exceed \$50,000 plus GRT for first renewal to represent the JUB dealing with all aspects of environmental law, including but not limited to, litigation related to any current or subsequent State or Federal Administrative Orders, NPDES permitting, private and/or non-private law suits; and other legal and administrative matters involving the JUB interest in environmental issues.

**Recommendations:**

Staff recommends approval of First Renewal Agreement with Montgomery & Andrews, P.E. for Legal Services Related to the Regional Wastewater Treatment Plant.

**Required Approvals of Agenda Memorandum and Back-Up Documentation:**



Bertha Randolph, CMC  
Deputy Clerk

(received on: 1/8/16 1:30PM)  
Date Time

**COPY**

**AGREEMENT FOR PROFESSIONAL LEGAL SERVICES  
RELATED TO THE REGIONAL WASTEWATER TREATMENT FACILITY  
AND JOINT USE BOARD**

**THIS AGREEMENT** dated January 21, 2015, made and entered into by and between the VILLAGE OF RUIDOSO and CITY OF RUIDOSO DOWNS together as the Joint Use Board, hereinafter called the "BOARD" and Montgomery & Andrews P.A, hereinafter called the "ATTORNEY"

**WITNESSETH:**

**WHEREAS**, the BOARD is desirous of contracting ATTORNEY for legal services related to the Regional Wastewater Treatment Facility, hereinafter called PLANT; and

**WHEREAS**, ATTORNEY is ready, able and willing to render the desired legal

services. **NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

**TERM** The term of this Agreement shall begin on January 21, 2015 and end January 21, 2016 with an option to renew yearly thereafter for three (3) additional consecutive one year periods not to exceed a total of four (4) years. Further provided, this contract may be terminated by either party upon thirty (30) days written notice.

**SCOPE OF WORK**

The JOINT USE BOARD desires to enter into a non-exclusive contractual relationship with a practicing attorney to provide legal counsel to the BOARD, including but not limited to attending Village/City Council Meetings, answering questions presented by the Mayor(s) and/or Village/City Council members and/or BOARD members, addressing any legal matters that come before the BOARD including, but not limited to, municipal representation and organizational issues impacting the Board, representation of the BOARD in cases before the United States Courts, State of New Mexico Courts, New Mexico Office of the State Engineer and any other courts or authorities dealing with all aspects of environmental law including, but not limited to, litigation related to any current or subsequent State or Federal Administrative Orders, N.P.D.E.S. permitting, private and/or non-private law suits, and other legal and administrative matters involving the Board's interest in environmental issues. The ATTORNEY may be required to assist in a variety of organizational issues and authority, which may affect the BOARD. The ATTORNEY must maintain an office within the State of New Mexico and employ a staff that is adequate enough to respond to the Village's or Board's initial contact requests within 2 business days and be willing to have a formal response within time limits established by both parties for each request (task order). For each of the following the ATTORNEY **must have a minimum of 10 years of verifiable knowledge and experience:**

- ◆ The areas of statutes and regulations pertaining to municipalities and utility authorities, the E.P.A., N.M.E.D., W.Q.C.C., and any other authority that imposes and/or regulates environmental laws.
- ◆ The New Mexico State Legislation procedures and policies pertaining to rule-making and litigation.
- ◆ The area of litigation dealing with the State of New Mexico and the United States Federal environmental laws.

from any and all claims, losses, demands, judgments, damages, liabilities, lawsuits, expenses, fees of attorneys, costs or actions of any kind or nature whether from death, bodily injury or damage to property arising from or out of, connected with, resulting from or related to ATTORNEY's activities in connection herewith, including, but not limited to, any negligent or intentional acts or omissions of ATTORNEY's officers, employees, servants, agents, representatives, customers, invitees, patrons, contractors, subcontractors, successors, assigns or suppliers, as well as all of the persons doing business with or receiving services from ATTORNEY. The ATTORNEY will be responsible for any and all attorney fees incurred by the BOARD in response or to defense of such claims. The ATTORNEY's agreement to hold harmless, indemnify and defend shall not be affected or terminated by the cancellation, expiration of the term or renewal period or any other termination of this Agreement.

#### **NO WAIVER OF SOVEREIGN IMMUNITY**

By entering into this Agreement, the VILLAGE and its "public employees" as defined in the New Mexico Tort Claims Act, supra, do not waive sovereign immunity, do not waive any defenses and do not waive any limitations of liability pursuant to law. No provision in this Agreement modifies or waives on provisions of the New Mexico Tort Claims Act, supra.

#### **KICKBACK STATEMENT**

The State of New Mexico's Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for this violation. In addition, New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks. As required by Section 13-1-191, NMSA, 1978, it is a third-degree felony under New Mexico law to commit the offense of bribery of a public officer or public employee (Section 30-24-1, NMSA, 1978); it is a third-degree felony to commit the offense of demanding or receiving a bribe by a public officer or public employee (Section 30-24-2, NMSA, 1978); it is a fourth-degree felony to commit the offense of soliciting or receiving illegal kickbacks (Section 30-411, NMSA, 1978); it is a fourth-degree felony to commit the offense of offering or paying illegal kickbacks (Section 30-41-2), NMSA, 1978).

#### **NON-COLLUSION**

In signing this bid or proposal, the Vendor certifies that the accompanying bid or proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under New Mexico or United States law.

#### **NON-DISCRIMINATION**

Vendors, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, color, religion, creed, political ideas, sex, national origin, age, marital status or physical or mental disability except where such is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. By signing and submitting a proposal, vendor agrees to comply with this paragraph.

#### **CAMPAIGN DISCLOSURE FORM**

Pursuant to Chapter 81. Laws of 2006, any prospective contractor (engineer or CONTRACTOR) seeking to enter into a contract with any state agency or local public body must file a Campaign Contribution Disclosure Form with that state agency or local public body. This form must be filed by the prospective contractor with their response to the request for proposals. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal.

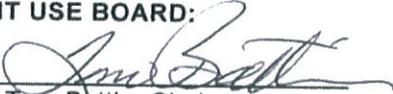
**ASSIGNS**

Neither BOARD nor ATTORNEY may delegate, assign, sublet or transfer its duties or interest in this Agreement without written consent of the other party.

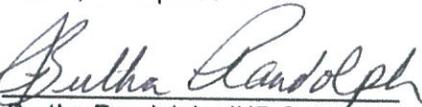
IN WITNESS WHEREOF, the parties hereto have executed this agreement as of this 21<sup>ST</sup> day of January, 2015.

**JOINT USE BOARD:**

By:

  
Tom Battin, Chairperson

ATTEST:

  
Bertha Randolph, JUB Secretary

**MONTGOMERY & ANDREWS, P.A.:**

  
Edmund Kendrick, Attorney

1/27/15  
Date: