



# Albuquerque Bernalillo County Water Utility Authority

Albuquerque/Bernalillo  
County  
Government Center  
One Civic Plaza  
Albuquerque, NM 87102

## Agenda

*Councilor Trudy E. Jones, Chair*  
*Commissioner Art De La Cruz, Vice Chair*  
*Mayor Richard J. Berry*  
*Councilor Pat Davis*  
*Commissioner Maggie Hart Stebbins*  
*Commissioner Debbie O' Malley*  
*Councilor Ken Sanchez*  
*Trustee Pablo Rael*

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Wednesday, August 17, 2016

5:00 PM

Vincent E. Griego Chambers

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1. **CALL TO ORDER**
2. **INVOCATION/PLEDGE OF ALLEGIANCE**
3. **APPROVAL OF MINUTES - June 22, 2016**
4. **PROCLAMATIONS AND AWARDS**
  - A. **Quarterly Employee Recognition Awards**
5. **PUBLIC COMMENT**
6. **ANNOUNCEMENTS/COMMUNICATIONS**
  - A. **Next Scheduled Meeting September 21, 2016 at 5:00 PM**
7. **INTRODUCTION (FIRST READING) OF LEGISLATION**
  - A. **R-16-10** Authorizing an Agreement with Alta Vista Enterprises Ltd. For the Mikay Lanna Vistas For Water and Sewer Service
  - B. **R-16-11** Authorizing an Agreement with Ceja Vista LLC for the Ceja Vista Phase 1 for Water and Sewer Service
  - C. **R-16-12** Adopting Water 2120 - Securing Our Water Future (2016 Water Resources Management Strategy) As The Water Authority's Water Supply and Demand Policy
8. **CONSENT AGENDA**

**9. APPROVALS**

- A. [R-16-8](#) Authorizing an Agreement with Pulte Homes of New Mexico, Inc. For The Montecito Vistas Units 1-4 Subdivision for Water and Sewer Service
- B. [R-16-9](#) Requesting That the Bernalillo County Board of Commissioners Submit to the County Voters a General Election Ballot Question Concerning Adding Supplemental Fluoride to the Drinking Water
- C. **C-16-18** Authorizing a Contract with RBC Capital Markets, LLC. for Financial Advisory Services

**10. OTHER BUSINESS**

- A. **OB-16-10** Water Protection Advisory Board 2016 Update

**11. ADJOURNMENT**

*Visit Our Website at [www.abcwua.org](http://www.abcwua.org)*

NOTICE TO PERSONS WITH DISABILITIES: If you have a disability and require special assistance to participate in this meeting, please contact the Authority Office as soon as possible before the meeting date at 289-3100 or by the TTY at 1-800-659-8331.

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Meeting Date: August 17, 2016  
Staff Contact: Mark S. Sanchez, Executive Director

**TITLE: Quarterly Employee Recognition Awards**

**ACTION: Information Only**

**SUMMARY:**

The Water Authority recognizes with employees who have made significant contributions to the Water Authority each quarter. Nominations may come from a fellow Water Authority employee or supervisor. A committee meets to discuss and evaluate the nominees and make recommendations on the final employees to be recognized.

The following employees are receiving recognition awards for exceptional contributions to the Water Authority and for the example they have set for fellow employees:

Richard Costales	\$200.00	Richard is recognized for innovative thinking that saved time and money during the construction of the new Ammonium Sulfate Building at the Surface Water Plant.
Julie Garcia	\$175.00 + 8.0 hours	Julie is recognized for efforts to ensure a smooth open enrollment process for all employees, including development of a new mechanism for enrollment in gym memberships to improve the health and wellness of employees.
Mario Martinez	\$200.00	Mario investigated the cause of a series of power outages that had been plaguing the Southside Water Reclamation Plant. His efforts revealed trouble with some of the PNM power lines coming into the plant, and he worked with PNM to resolve the issue, potentially saving the plant from a serious power failure and permit violations.
Gilbert Paris	\$100.00	Mr. Paris is recognized for working outside of his duties to create a series of detailed plan diagrams improved septage hauling at the Southside Water Reclamation Plant.

Travis Peacock	\$100.00	Travis is recognized for learning to operate new systems such as GIS on his own initiative and undertaking tasks outside of his normal scope of work including guiding plant tours and training employees in the use of the Maximo work order system.
Leonard Aragon Xavier Vasquez Dennis Garcia Cody Elwell	\$300.00 + 4.0 hours each	This group performed specialized heavy maintenance activities on the San Juan Chama Diversion Structure and saved time and over \$10,000 on the use of an outside contractor.
Roger Gonzales	\$100.00	Roger is recognized in the health and wellness category for losing a total of 40 pounds by adopting a long-term program of healthy eating and exercise.
Jimmy Vigil	\$175.00	Jimmy is recognized for his quick thinking on the evening of June 14, when he responded to a security incident at a remote reservoir site. By reacting quickly and following the protocol for security breaches, it precluded the need to drain the reservoir and waste one million gallons of water during a period of peak water demand.
David Gutierrez	\$50.00 + 8.0 Hours	David is recognized for his innovation in making significant improvements to Utility Development Processes upgrades which improved services to the public.
Mauricio Carreon Miguel Leyba Porfirio Maestas Aimee Ashton Marlon Luna Dennis Baldonado Marshall Sebay	\$200.00 each	This group saved time and an estimated \$60,000 by reconstructing a carousel on a primary clarifier at the Southside Water Reclamation Plant instead of bringing in a contractor.
Kent Degruyter	\$100.00	Kent is recognized for his innovation in the development of online applications in order to streamline services to customers.
Debra Walz- Burkett Priscilla Stevens	\$200.00 each	Debra and Priscilla are recognized for taking the initiative to correct a Customer Care and Billing system issue, which avoided the potential for customer billing errors.

**FISCAL IMPACT:**

None. The award amounts are budgeted yearly.



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Meeting Date: August 17, 2016  
Staff Contact: Kristopher Cadena, Principal Engineer, Utility Development

**TITLE: R-16-10 - Authorizing an Agreement with Alta Vista Enterprises Ltd for the Mikay Lanna Vistas for Water And Sewer Service**

**ACTION: First Reading August 17, 2016; Final Action September 21, 2016**

**SUMMARY:**

The development is located between Gun Club Rd. and Lisa Rd., just west of Karrol St. within an unincorporated area of Bernalillo County. The project consists of 16 individual building lots.

The property is to be served by Pressure Zone 0W in the Atrisco Trunk.

Water and wastewater service is contingent on the Developer constructing collector lines that tie to the existing infrastructure proximate to the property.

All services provided within the development will be subject to current Utility Expansion and Water Supply Charges.

**FISCAL IMPACT:**

None.

# ALBUQUERQUE BERNALILLO COUNTY WATER UTILITY AUTHORITY

BILL NO. R-16-10

1 **RESOLUTION**

2 **AUTHORIZING AN AGREEMENT WITH ALTA VISTA ENTERPRISES LTD FOR THE**  
3 **MIKAY LANNA VISTAS FOR WATER AND SEWER SERVICE.**

4 WHEREAS, Alta Vista Enterprises Ltd (Alta Vista) is the developer and owner of  
5 approximately 16 residential lots located between Gun Club Rd. and Lisa Rd., just west  
6 of Karrol St. within an unincorporated area of Bernalillo County; and

7 WHEREAS, the property which is located outside the service area of the Water  
8 Authority will require a development agreement for the extension and/or connection of  
9 water and sewer lines to the Water Authority's water and sewer system; and

10 WHEREAS, the Water Authority's Water and Wastewater System Expansion  
11 Ordinance requires that new service developed outside the Water Authority's service  
12 area will incur no net expense to the Water Authority and be subject to provisions of  
13 relevant updated planning documents as approved by the City and/or County; and  
14 BE IT RESOLVED BY THE WATER AUTHORITY:

15 Section 1. Alta Vista will obtain all permits, assurances, and approvals from the  
16 Water Authority and the Bernalillo County development/design review process.  
17 Construction of water and/or sewer lines shall be in conformance with the plans  
18 approved by the Water Authority and all applicable plans, specifications, requirements,  
19 and standards of the Water Authority.

20 Section 2. The expansion of the System shall incur no net expense to the Water  
21 Authority and be subject to current Utility Expansion and Water Supply Charges.

22 Section 3. Alta Vista will be responsible for close coordination of the project with  
23 the Water Authority during the design and construction phases, including the review of  
24 the design details during the design process, and the approval of specifications and  
25 contract documents.

26 Section 4. The Executive Director is authorized to enter into the agreement with  
27 Alta Vista for the provision of water and sewer service.

**DEVELOPMENT AGREEMENT  
MIKAY LANNA VISTAS**

**Albuquerque Bernalillo County Water Utility Authority**, a New Mexico political subdivision, (“Water Authority”) and **ALTA VISTA ENTERPRISES. LTD. CO.**, a NEW MEXICO limited liability corporation, (“Developer”) (together, “Parties”), agree as follows:

**1. Recitals**

- A.** ALTA VISTA ENTERPRISES. LTD. CO. is the “Developer” and owner of certain real property located in MIKAY LANNA VISTAS (collectively, the “Property”). The Property is more particularly described and shown on **Exhibit A** attached hereto and incorporated herein by reference. The property will consist of four phases with a total of sixteen lots. The Property is located outside of the Water Authority’s currently adopted Water Service Area.
- B.** The legal description of the Property is as follows: Tract 13 Row One South Town of Atrisco Grant.
- C.** The Property is to be served by Pressure Zone 0W of the Atrisco Trunk.
- D.** The Parties desire to agree upon terms and conditions pursuant to which the Water Authority will provide water and sanitary sewer service to the Property. The Developer desires to construct, or cause to be constructed, extensions of existing public water and sanitary sewer lines and appurtenant infrastructure (collectively, “Line Extensions”) under all applicable plans, specifications, requirements, and standards of the Water Authority. The Serviceability Statement for the Property reflecting the line extensions and other matters referred to in this Agreement is attached hereto as **Exhibit B** and incorporated herein by reference and made a term of this agreement.
- E.** The waterline and sewer line extensions referenced in this Agreement are not considered Master Plan lines by the Water Authority. As such, reimbursement of construction costs associated with these extensions will not be available through water and sewer UEC (defined below in Section 3.B) reimbursements.

**2. Design and Construction of the Waterlines and Sanitary Sewer Line**

- A.** The Developer will cause definitive designs and plans of the Line Extensions to be produced which will include estimates of all costs and expenses. The Developer will not connect the extension lines to the existing water and sanitary sewer lines within the Bernalillo County (“County”) public right-of-way or within public easements until the Water

Authority has approved the line extensions. The Developer will convey, at no expense to the Water Authority, all Line Extensions that have been approved and accepted by the Water Authority and all necessary easements for the Line Extensions at locations reasonably acceptable to the Developer, free and clear of all liens, claims, and encumbrances for the construction, operation, and maintenance of the line extension. The Developer will obtain all necessary permits, assurances, and approvals from the Water Authority and County, and the Developer will deliver a copy of such permits, assurances, and approvals to the Water Authority prior to the start of construction. Construction will be handled through the Water Authority work order process.

- B.** The Developer will complete, or cause to be completed, construction of the Line Extensions as approved by the Water Authority and the County, and in conformance with all applicable plans, specifications, and standards of the County and the Water Authority.
- C.** The Developer will be responsible for close coordination of the project with the Water Authority during the design and construction phases, including review of design details, during the design process, and the approval of specifications and contract documents. The Water Authority will review and approve in a timely manner the design plans for construction and estimated cost, to ensure the designs meet Water Authority standards and follow the guidance provided in the City's Development Process Manual ("DPM") and/or applicable Water Authority Design Manuals.
- D.** To the extent relevant and applicable and to the extent there is no conflict with the terms of this Agreement, the usual procedures and documentation, including the Procedure "B", as defined in the Subdivision Ordinance and the DPM of the City, will be followed and used for the Line Extensions.

### **3. Service**

- A.** The Developer shall comply with the Water Authority's Water and Sewer System Expansion Ordinance, as amended from time to time. Connection for water service shall require the concurrent connection of sanitary sewer service to the Water Authority's wastewater system.
- B.** The Developer or its successor shall pay Utility Expansion Charges (UEC) and the Water Supply Charges (WSCs) at the rates that are imposed at the time of a service connection, as provided in the Water Authority's Water and Sewer Rate Ordinance, as amended from time to time.
- C.** Pursuant to Water Authority Resolution No. R-05-13, the Developer agrees that it will incorporate water conservation guidelines that will seek

to achieve water usage of no more than 180 gallons per household which is equivalent to seventy-five (75) gallons per capita per day.

- 4. Termination.** If construction of the waterline extensions and sanitary sewer extensions by the Developer has not been completed and accepted by the Water Authority within seven years of the effective date of this Agreement, this Agreement shall automatically terminate, and the Water Authority and the Developer shall have no further rights, obligations, or liabilities with respect to this Agreement, unless otherwise agreed in writing.
- 5. Water for Construction.** During the construction of the waterline extensions and sanitary sewer line extensions, water for construction may be obtained from a hydrant designated by the Water Authority as set forth on **Exhibit C** attached hereto and incorporated herein by reference. If economically feasible, the Contractor is encouraged to utilize alternative methods for dust abatement and control including compost from the Water Authority.
- 6. Indemnification.** The Developer will defend, indemnify and hold harmless the Water Authority and its officials, agents, and employees on demand from any claims, actions, suits, or other proceedings arising from the acts or omissions of the Developer, its agents, representatives, contractors, or subcontractors, or arising from the failure of the Developer, its agents, representatives, contractors, or subcontractors to perform any act or duty required of the Developer in this Agreement. The indemnification by the developer will not extend to the negligent acts of the Water Authority.
- 7. Representations and Warranties of Developer.** The Developer represents and warrants that:
  - A.** Developer is a validly existing limited liability company under the laws of the State of New Mexico.
  - B.** Developer has all the requisite power and authority to enter into this Agreement and bind the Developer under the terms of the Agreement; and
  - C.** The undersigned officer of the Developer is fully authorized to execute this Agreement on behalf of the Developer.
- 8. Notices.** Any notice to be given under this Agreement will be in writing and will be deemed to have been given when deposited with the United States Postal Service, postage prepaid and addressed as follows:

If to the Water Authority:

Mark S. Sanchez  
Executive Director  
Albuquerque Bernalillo County  
Water Utility Authority  
One Civic Plaza, Room 5012  
Albuquerque, New Mexico 87102

If to Developer:

Alta Vista Enterprises, Ltd. Co.  
Attn: Tomas A. Zamora/Managing Member  
Address: 1122 Central Ave. SW  
Albuquerque, New Mexico 87102

**9. Assignment.** This Agreement will not be assigned without the prior written consent of the Water Authority and the Developer.

**10. Miscellaneous.** This Agreement will be governed by and interpreted in accordance with the laws of the State of New Mexico. The headings used in this Agreement are for convenience only and shall be disregarded in interpreting the substantive provisions of the Agreement. This Agreement binds and benefits the Water Authority and their successors, assigns, and transferees and the Developer and their successors, assigns and transferees. Time is of the essence of each term of this Agreement. If any provision of this Agreement is determined by a court of competent jurisdiction to be void, invalid, illegal, or unenforceable, that portion will be severed from this Agreement and the remaining parts will remain in full force as though the invalid, illegal, or unenforceable portion had never been a part of this Agreement.

**11. Integration; Interpretation.** This Agreement contains or expressly incorporates by reference the entire agreement of the parties with respect to the matters contemplated by this Agreement and supersedes all prior negotiations. This Agreement may only be modified in writing executed by both parties.

**12. Approval.** This Agreement is subject to the approval of the Board of Directors of the Water Authority and will not become effective until approved by the Water Authority.

**13. Effective Date.** The effective date of this Agreement is the date last entered below.

In Witness Whereof, the parties hereto have executed this Agreement on the dates entered below.

**Albuquerque Bernalillo County  
Water Utility Authority**

By: \_\_\_\_\_  
Mark S. Sanchez  
Executive Director

Date: \_\_\_\_\_

**Developer  
Alta Vista Enterprises, Ltd. Co,  
a New Mexico limited liability  
corporation**

By: \_\_\_\_\_  
Tomas A. Zamora  
Managing Member

Date: \_\_\_\_\_

## ACKNOWLEDGEMENTS

[illegible]

This instrument was acknowledged before me on, \_\_\_\_\_, 2016  
by Tomas A. Zamora, Managing member  
of Alta Vista Ent. Ltd. Co. a \_\_\_\_\_ N.M. Ltd Liability Co.  
\_\_\_\_\_, on behalf of said Company.

Notary Public

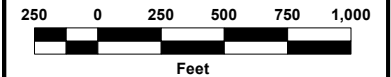
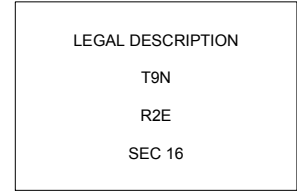
My Commission Expires:

[illegible]

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_ by Mark S. Sanchez, Executive Director of the Albuquerque Bernalillo County Water Utility Authority, a New Mexico political subdivision.

Notary Public

My Commission Expires:

[illegible]

Map amended through January 2016

PUBLIC WORKS DIVISION  
GIS PROGRAM

This information is for reference only. Bernalillo County assumes no liability for errors associated with the use of these data. Users are solely responsible for confirming data accuracy when necessary. Source data are from Bernalillo County and the City of Albuquerque. For current information visit [www.bernco.gov/gis-program](http://www.bernco.gov/gis-program).

## Q-9-Z



**SANDIA LAND SURVEYING LLC**  
16 CASA TERRENOS  
PLACITAS, N.M. 87043  
(505)867-1241

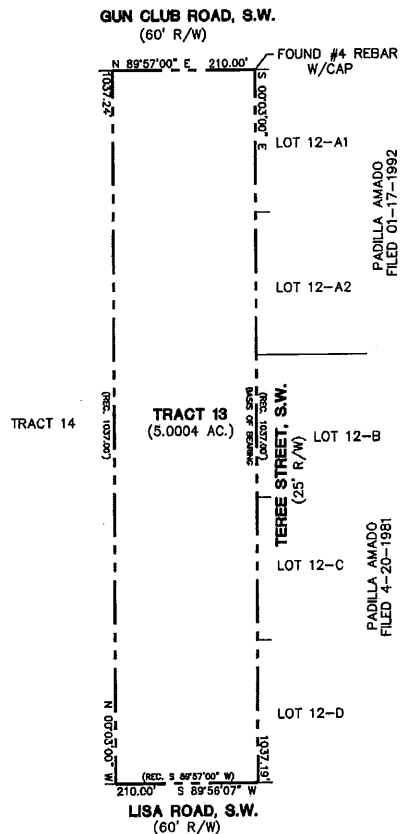
JOB NO.:  
159-12

DATE:  
7-13-2012

SCALE:  
1"=200'

**BOUNDARY SURVEY  
TRACT 13  
ROW ONE SOUTH TOWN OF ATRISCO GRANT  
BERNALILLO COUNTY  
BERNALILLO COUNTY, NEW MEXICO**

- NOTE: 1) BEARING BASE FOR THIS SURVEY  
IS LEGAL DESCRIPTION OF RECORD.  
2) UNLESS OTHERWISE NOTED CORNERS  
ARE SET #4 REBAR W/CAP "SLS 12649".  
3) FT000107181



LEGAL DESCRIPTION  
SEE ATTACHED LEGAL

FLOOD CERTIFICATE:

IT IS HEREBY CERTIFIED THAT THE ABOVE DESCRIBED PROPERTY IS NOT LOCATED WITHIN A 100 YEAR FLOOD HAZARD BOUNDARY IN ACCORDANCE WITH HUD FEDERAL ADMINISTRATION FLOOD HAZARD BOUNDARY MAP DATED SEPTEMBER 26, 2008. ZONE "X", COMMUNITY PANEL NO. 350001 0139G.

I, ANDREW S. MEDINA, NEW MEXICO REGISTERED PROFESSIONAL SURVEYOR NUMBER 12649, DO HEREBY CERTIFY THAT THE SURVEY AND PLAT SHOWN HEREON WERE PERFORMED, AND EXECUTED UNDER MY SUPERVISION AND MEETS THE "MINIMUM STANDARDS FOR LAND SURVEYS IN NEW MEXICO" AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

IN, WITNESS WHEREOF, this certificate is executed at Albuquerque, New Mexico on this ..... 13TH  
day of ..... JULY ..... 20 12..



*AS Medina*  
Surveyor, Andrew S. Medina  
SANDIA LAND SURVEYING

N.M.P.S. No. 12649

A certain tract of land situated on Gun Club Road, S. W., South of Coors Road, S. W., being Tract numbered 13 in Row One South within the Atrisco Grant and Section 16, Township 9 North, Range 2 East, bounded by Gun Club Road on the North, Teree Street on the East and Lisa on the South, Bernalillo County, and being more particularly described as follows:

BEGINNING at the Northeast corner of the land herein described, a point on the South line of Gun Club Road, S.W., a 3/4 " Iron Pipe, and running thence South 0 deg. 03' East, 1037.00 feet to the Southeast Corner, a point on the North line of Lisa Road, S. W., a 3/4 " Iron pipe set;  
Thence following said line of Lisa Road, S.W., South 89 deg. 57' West, 210.00 feet to the southwest corner, a 3/4" iron pipe;  
Thence North 0 deg. 03' West, 1037.00 feet the Northwest corner, a 3/4" iron pipe, a point on the south line of said Gun Club Road, S.W.;  
Thence, following said line North 89 deg. 57' East, 210.00 feet to the Northeast corner, being the point of beginning.

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May 31, 2016

**Chair**

Trudy E. Jones  
City of Albuquerque  
Councilor, District 8

**Vice Chair**

Art De La Cruz  
County of Bernalillo  
Commissioner, District 2

Richard J. Berry  
City of Albuquerque  
Mayor

Pat Davis  
City of Albuquerque  
Councilor, District 6

Maggie Hart Stebbins  
County of Bernalillo  
Commissioner, District 3

Debbie O'Malley  
County of Bernalillo  
Commissioner, District 1

Ken Sanchez  
City of Albuquerque  
Councilor, District 1

*Ex-Officio Member*  
Pablo R. Rael  
Village of Los Ranchos  
Board Trustee

*Executive Director*  
Mark S. Sanchez

*Website*  
[www.abcwua.org](http://www.abcwua.org)

Tomas A. Zamora  
Alta Vista Enterprises, LLC.  
1122 Central Ave. SW  
Albuquerque, NM 87102

**RE: Water and Sanitary Sewer Serviceability Statement #160412  
Mikay Lanna Vistas - 3410 Gun Club Rd. SW - Zone Atlas Map: Q-9**

Dear Mr. Zamora:

**Project Information:** The subject site is located on Gun Club Rd., two lots west of Ward Rd., in an unincorporated area of Bernalillo County. The property consists of approximately 5.0 acres and is currently zoned R-1 for residential use. The property traditionally lies within the Pressure Zone 1W in the Pajarito trunk but can be served by the Pressure Zone 0W as stated below. The request for information indicates plans to plat the property for residential use.

**Development Agreement:** Pursuant to the System Expansion Ordinance, this property is outside of the Water Authority service area and the Water Authority Board must approve a Development Agreement to serve this property and establish requirements as a condition of service. Contact Utility Development in regards to Development Agreements.

**Water Supply Charge:** All developments located outside of the Water Authority's service area will be assessed a Water Supply Charge (WSC) as provided in the Water Authority's Water and Sewer Rate Ordinance for the development of new water resources, rights and supplies necessary to serve the development. The WSC shall not be used for reimbursement of master planned facilities.

**Existing Conditions:** Water infrastructure in the area consists of the following:

- Six inch PVC distribution main (Pressure Zone 0W) (project #26-6402.06-01) along Teree St.

Sanitary sewer infrastructure in the area consists of the following:

- Eight inch PVC collector line (project #26-4686.91-96) along Teree St.

**Water and Sewer Service:** New metered water service to the property can be provided via routine connection to the existing six inch distribution main (Pressure Zone 0W) along Teree St. The maximum elevation that can be served on the property is 5,000 feet (NAV 27/29). The aforementioned waterline provides Pressure Zone 0W pressure which is supplied from Leavitt Reservoir (overflow elevation of 5,115 feet NAV 27/29). Properties that do not have direct frontage to Teree St. shall obtain service via private water service easements across properties with property frontage. Further extension of Pressure Zone 0W waterlines along the property frontage are not needed and all properties west of the subject property will be required to install infrastructure to support Pressure Zone 1W service. Service is also contingent upon compliance with

the Fire Marshal's instantaneous fire flow requirements. Water service will not be sold without adequate fire protection. Water service will only be sold in conjunction with sanitary sewer service.

Sanitary sewer service can be provided contingent upon a developer funded project to extend the existing 12 inch collector line west along Gun Club Rd. to cover the north property frontage. Upon completion, the property can connect via routine connection to the existing eight inch collector line along Teree St., eight inch collector line along Lisa Rd., or the newly proposed collector line along Gun Club Rd.

**Cross Connection Prevention:** Approved dual check valves shall be installed on all water services within pressure zones 0W, 1W and 1E. Any residential premises having existing private wells and who desire to connect to the public water system shall have two options as follows: 1) Customers shall permanently abandon the use of private wells by plugging the wells as accepted by the Water Authority prior to connecting to the public water system; or 2) Customers who choose to maintain their private wells shall completely sever the private well from the premises' potable plumbing system and shall install a reduced pressure principle backflow prevention assembly approved by the Water Authority at the terminal end of the water service from the public water system (e.g., service connection). Any multi-family dwelling including a clubhouse and/or office is required to have a reduced pressure backflow prevention device for containment. If metered separately, the building that includes a clubhouse and/or office shall have a reduced pressure backflow prevention device.

**Fire Protection:** All new required hydrants as well as their exact locations must be determined through Bernalillo County Fire Marshal's Office and verified through the Utility Development Office prior to sale of service.

**Easements:** Exclusive public water and sanitary sewer easements are required for all public lines that are to be constructed outside of any dedicated rights-of-way. A minimum width easement of 20 feet is required for a single utility and 25 feet for water and sewer both within the same easement. Easements for water meters need to be five feet by five feet and include the length of the water service if located on private property. Actual easement widths may vary depending on the depth of the lines to be installed. Side yard easements are not acceptable for either water or sanitary sewer. Acceptable easements must be documented prior to approval of service.

**Pro Rata:** As described in this statement, the extension of public water and sanitary sewer lines may be eligible for partial reimbursement through the Pro Rata process as detailed in the Water Authority Water and Wastewater System Expansion Ordinance. Pro Rata is not owed and the property can utilize the services available upon completion of the requirements of this statement to connect to water and sanitary sewer.

**Design and Construction** of all required improvements will be at the developer / property owner's expense. Improvements must be coordinated through the Bernalillo County Department of Public Works and Water Authority Work Order process. Designs must be by a licensed, New Mexico registered professional engineer. Construction must be by a licensed, bonded, public utility contractor.



**Costs and Fees:** In addition to installation and construction costs, any new metered water services will be subject to both water and sanitary sewer Utility Expansion Charges (UEC) payable at the time of service application. All charges and rates collected will be based on the ordinances and policies in effect at the time service is actually requested and authorized.

**Water Use:** When metered water service becomes available to this site, the Water Authority is ready, willing, and able to provide the maximum annual requirement for the subject subdivision/project for a period of at least 70 years as required by the Bernalillo County Subdivision Ordinance. However, the Water Authority is also committed to meeting water conservation goals and requirements. Accordingly, all new development utilizing Water Authority services are subject to the requirements for water usage and water conservation requirements as defined by the Water Authority. Where available, outdoor water usage shall utilize reclaimed water. All new residential development outside of the Water Authority water service should be designed to meet the standard water usage of 180 gallons per day per household which is equivalent to 75 gallons per capita per day. Indoor water use shall consist of 70% of total use with outdoor limited to 30%. Where available, outdoor water usage shall utilize reclaimed water.

**Closure:** This statement only provides details of infrastructure that is available and potential precursors to development for the proposed development. For service to be provided, a Board approved development agreement must supplement this serviceability, therefore causing this serviceability to be in effect for a period of one year upon approval of the development agreement. Under no circumstances does this serviceability commit to service without the above mentioned conditions. Changes in the proposed development may require reevaluation and should be brought to the attention of the Utility Development Section of the Water Authority as soon as possible.

Please feel free to contact the Mr. Kristopher Cadena in our Utility Development Section at (505) 289-3301 or email at [kcadena@abcwua.org](mailto:kcadena@abcwua.org) if you have questions regarding the information presented herein or need additional information.

Sincerely,



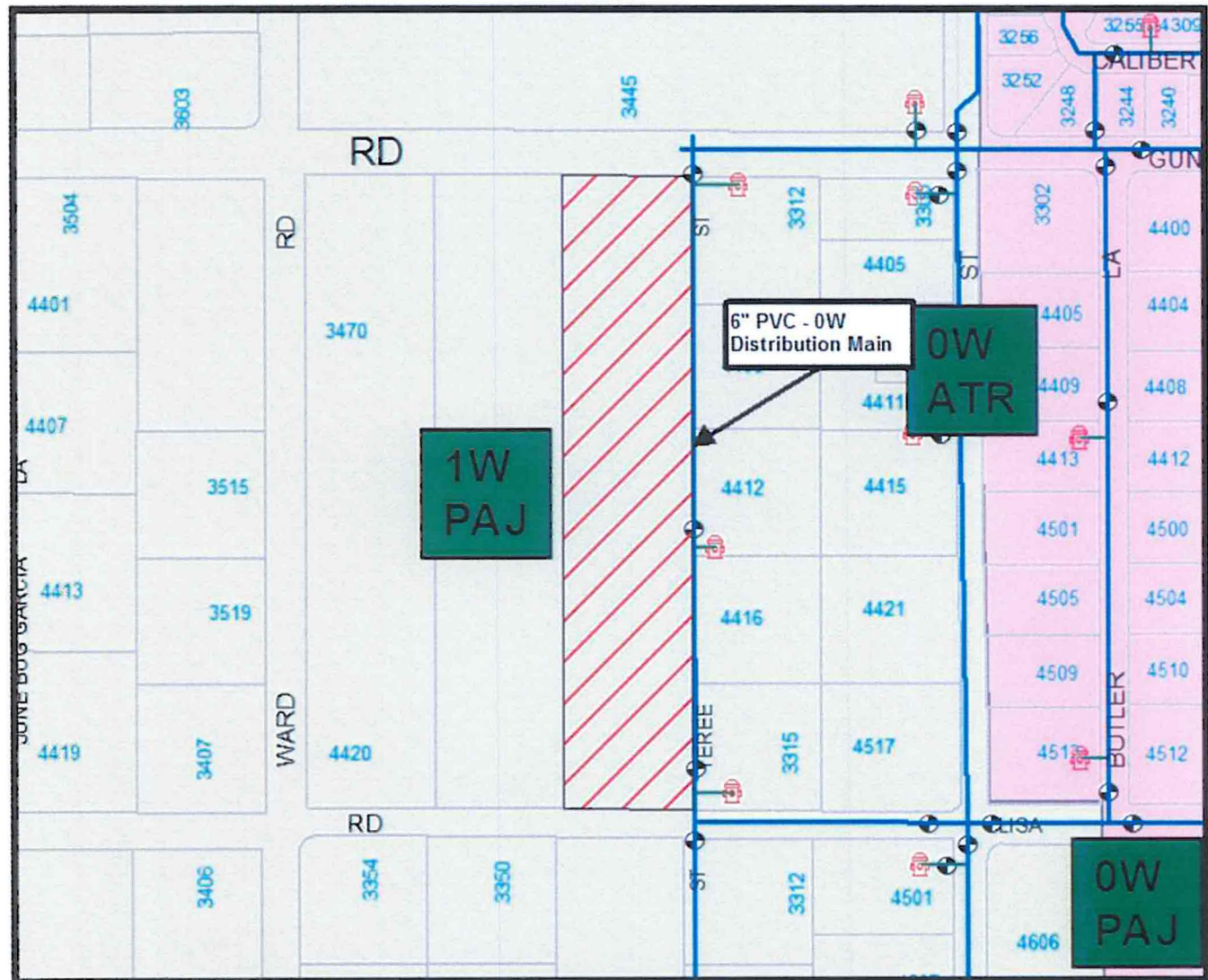
Mark S. Sanchez  
Executive Director

Enclosures: Infrastructure Maps (2)

f/ Serviceability 160412



Water Utility  
Authority



Statement # 160412  
Water Infrastructure

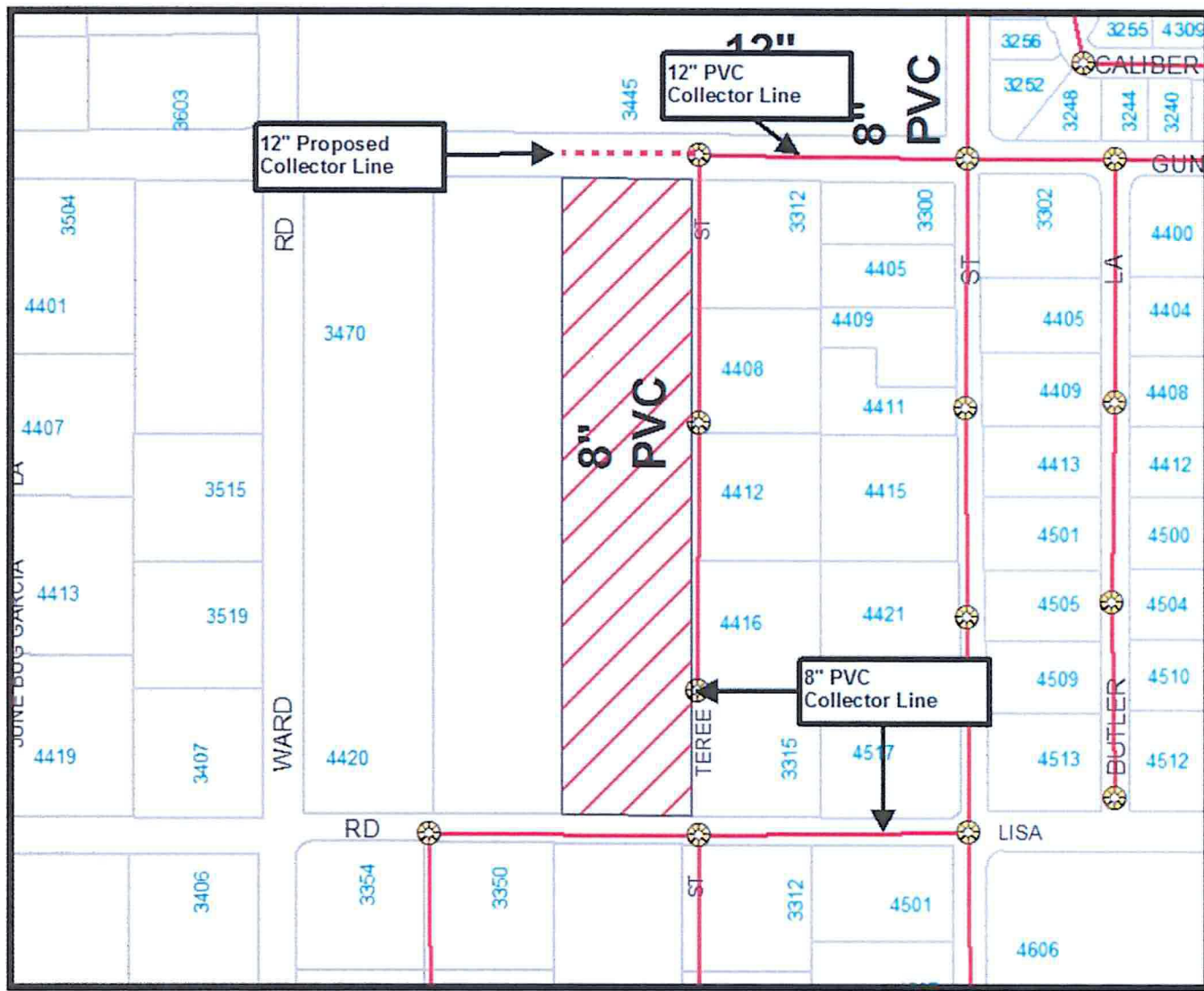






**Legend**

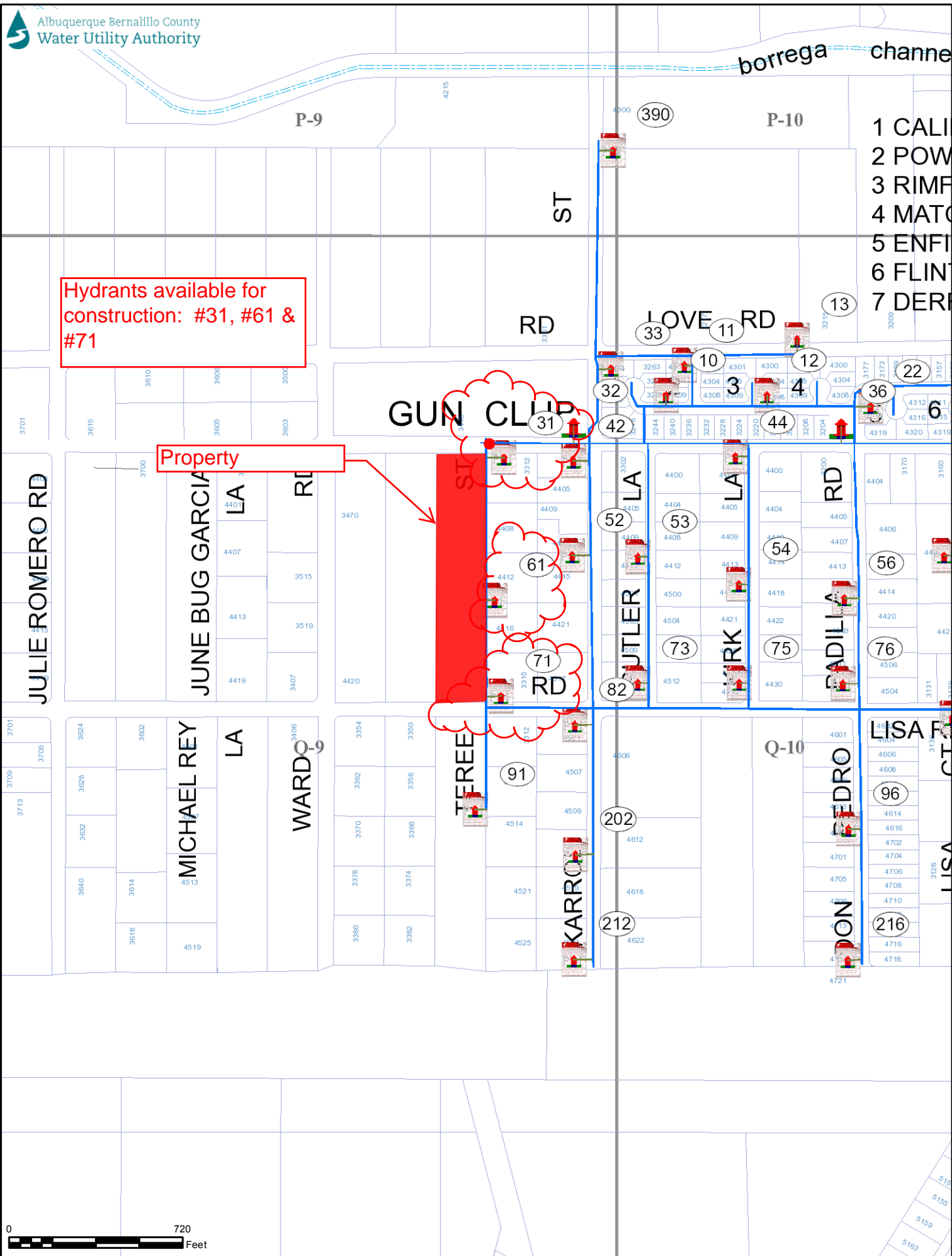
- Project Location
- Manhole
- Type**
- Hydrant
- Manhole
- Sewer Manhole
- Sewer Pipe**
- Collector
- SUBTYPE**
- Collector
- Force Main
- Interceptor
- Vacuum Line
- Countrywide Service, 2014



Statement # 160412  
Sanitary Sewer Infrastructure



# Exhibit C - Hydrants Available for Construction Water





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Meeting Date: August 17, 2016  
Staff Contact: Kristopher Cadena, Principal Engineer, Utility Development

**TITLE: R-16-11- Authorizing an Agreement with Ceja Vista, LLC. for Ceja Vista Phase 1 for Water and Sewer Service**

**ACTION: First Reading August 17, 2016; Final Action September 21, 2016**

**SUMMARY:**

The development is located along the south side of Dennis Chavez Blvd. between 118<sup>th</sup> St. and Grace Vigil Rd., within the City limits, but outside of the Adopted Service Area. The project consists of approximately 403 residential lots in addition to commercial development/multi-family development.

The property is to be from Pressure Zones 2WR and 1W of the Pajarito Trunk.

Water and wastewater service is contingent on the Developer constructing collector lines that tie to the existing infrastructure proximate to the property.

All services provided within the development will be subject to current Utility Expansion and Water Supply Charges.

**FISCAL IMPACT:**

None.

# ALBUQUERQUE BERNALILLO COUNTY WATER UTILITY AUTHORITY

BILL NO. R-16-11

1 **RESOLUTION**

2 **AUTHORIZING AN AGREEMENT WITH CEJA VISTA LLC FOR THE CEJA VISTA**  
3 **PHASE 1 FOR WATER AND SEWER SERVICE.**

4 WHEREAS, Ceja Vista, LLC. (Ceja Vista) is the developer and owner of  
5 approximately 403 residential lots in addition to commercial/multi-family development  
6 located along the south side of Dennis Chavez Blvd., between 118<sup>th</sup> St. and Grace Vigil  
7 Rd.; and

8 WHEREAS, the property which is located outside the service area of the Water  
9 Authority will require a development agreement for the extension and/or connection of  
10 water and sewer lines to the Water Authority's water and sewer system; and

11 WHEREAS, the Water Authority's Water and Wastewater System Expansion  
12 Ordinance requires that new service developed outside the Water Authority's service  
13 area will incur no net expense to the Water Authority and be subject to provisions of  
14 relevant updated planning documents as approved by the City and/or County; and

15 **BE IT RESOLVED BY THE WATER AUTHORITY:**

16 Section 1. Ceja Vista will obtain all permits, assurances, and approvals from the  
17 Water Authority and the City of Albuquerque development/design review process.  
18 Construction of water and/or sewer lines shall be in conformance with the plans  
19 approved by the Water Authority and all applicable plans, specifications, requirements,  
20 and standards of the Water Authority.

21 Section 2. The expansion of the System shall incur no net expense to the Water  
22 Authority and be subject to current Utility Expansion and Water Supply Charges.

23 Section 3. Ceja Vista will be responsible for close coordination of the project with  
24 the Water Authority during the design and construction phases, including the review of  
25 the design details during the design process, and the approval of specifications and  
26 contract documents.

27 Section 4. The Executive Director is authorized to enter into the agreement with  
28 Ceja Vista for the provision of water and sewer service.

**DEVELOPMENT AGREEMENT**  
**Ceja Vista Phase 1**

**Albuquerque Bernalillo County Water Utility Authority**, a New Mexico political subdivision, (“Water Authority”) and Ceja Vista LLC an Arizona limited liability corporation, (“Developer”) (together, “Parties”), agree as follows:

**1. Recitals**

- A. Ceja Vista LLC is the “Developer” and owner of certain real property located in Westland South Tracts RR-3-A through RR-3-E (collectively, the “Property”). The Property is more particularly described and shown on **Exhibit A** attached hereto and incorporated herein by reference. The Property is planned to be developed as a subdivision consisting of 403 single family units, in addition to commercial development. If future zone changes occur within the Property to allow for the development of multi-family housing, the total number of units, including equivalent units for multi-family, shall be no greater than 403 dwelling units. The Property is located outside of the Water Authority’s currently adopted Water Service Area.
- B. The legal description of the Property is as follows: Bulk Land Plat, Westland South Tracts RR-3-A, RR-3-B, RR-3-C, RR-3-D and RR-3-E.
- C. The Property is located in Pressure Zones 2WR and 1W of the Parajito Trunk.
- D. The Parties desire to agree upon terms and conditions pursuant to which the Water Authority will provide water and sanitary sewer service to the Property. The Developer desires to construct, or cause to be constructed, extensions of existing public water and sanitary sewer lines and appurtenant infrastructure (collectively, “Line Extensions”) under all applicable plans, specifications, requirements, and standards of the Water Authority. The Serviceability Statement for the Property reflecting the line extensions and other matters referred to in this Agreement is attached hereto as **Exhibit B** and incorporated herein by reference and made a term of this agreement.
- E. The waterline and sewer line extensions referenced in this Agreement are not considered Master Plan lines by the Water Authority. As such, reimbursement of construction costs associated with these extensions will not be available through water and sewer UEC (defined below in Section 3.B) reimbursements.

**2. Design and Construction of the Waterlines and Sanitary Sewer Line**

- A. The Developer will cause definitive designs and plans of the Line Extensions to be produced which will include estimates of all costs and expenses. The Developer will not connect the extension lines to the existing water and sanitary sewer lines within the City of Albuquerque (“City”) public right-of-way or within public easements until the Water Authority has approved the line extensions. The Developer will convey, at no expense to the Water Authority, all Line Extensions that have been approved and accepted by the Water Authority and all necessary easements for the Line Extensions at locations reasonably acceptable to the Developer, free and clear of all liens, claims, and encumbrances for the construction, operation, and maintenance of the line extension. The Developer will obtain all necessary permits, assurances, and approvals from the Water Authority and City, and the Developer will deliver a copy of such permits, assurances, and approvals to the Water Authority prior to the start of construction. Construction will be handled through the City work order process.
- B. The Developer will complete, or cause to be completed, construction of the Line Extensions as approved by the City of Albuquerque Design Review Committee and the Water Authority, and in conformance with all applicable plans, specifications, and standards of the City and the Water Authority.
- C. The Developer will be responsible for close coordination of the project with the Water Authority during the design and construction phases, including review of design details, during the design process, and the approval of specifications and contract documents. The Water Authority will review and approve in a timely manner the design plans for construction and estimated cost, to ensure the designs meet Water Authority standards and follow the guidance provided in the City’s Development Process Manual (“DPM”) and/or applicable Water Authority Design Manuals.
- D. To the extent relevant and applicable and to the extent there is no conflict with the terms of this Agreement, the usual procedures and documentation, including the Procedure “B”, as defined in the Subdivision Ordinance and the DPM of the City, will be followed and used for the Line Extensions.

### **3. Service**

- A. The Developer shall comply with the Water Authority’s Water and Sewer System Expansion Ordinance, as amended from time to time. Connection for water service shall require the concurrent connection of sanitary sewer service to the Water Authority’s wastewater system.
- B. The Developer or its successor shall pay Utility Expansion Charges (UEC) and the Water Supply Charges (WSCs) at the rates that are imposed at the

time of a service connection, as provided in the Water Authority's Water and Sewer Rate Ordinance, as amended from time to time.

C. Pursuant to Water Authority Resolution No. R-05-13, the Developer agrees that it will incorporate water conservation guidelines that will seek to achieve water usage of no more than 180 gallons per household which is equivalent to seventy-five (75) gallons per capita per day.

4. **Termination.** If construction of the waterline extensions and sanitary sewer extensions by the Developer has not been completed and accepted by the Water Authority within seven years of the effective date of this Agreement, this Agreement shall automatically terminate, and the Water Authority and the Developer shall have no further rights, obligations, or liabilities with respect to this Agreement, unless otherwise agreed in writing.
5. **Water for Construction.** During the construction of the waterline extensions and sanitary sewer line extensions, water for construction may be obtained from a hydrant designated by the Water Authority as set forth on **Exhibit C** attached hereto and incorporated herein by reference. If economically feasible, the Contractor is encouraged to utilize alternative methods for dust abatement and control including compost from the Water Authority.
6. **Indemnification.** The Developer will defend, indemnify and hold harmless the Water Authority and its officials, agents, and employees on demand from any claims, actions, suits, or other proceedings arising from the acts or omissions of the Developer, its agents, representatives, contractors, or subcontractors, or arising from the failure of the Developer, its agents, representatives, contractors, or subcontractors to perform any act or duty required of the Developer in this Agreement. The indemnification by the developer will not extend to the negligent acts of the Water Authority.
7. **Representations and Warranties of Developer.** The Developer represents and warrants that:
  - A. Developer is a validly existing limited liability company under the laws of the State of Arizona.
  - B. Developer has all the requisite power and authority to enter into this Agreement and bind the Developer under the terms of the Agreement; and
  - C. The undersigned officer of the Developer is fully authorized to execute this Agreement on behalf of the Developer.
8. **Notices.** Any notice to be given under this Agreement will be in writing and will be deemed to have been given when deposited with the United States Postal Service, postage prepaid and addressed as follows:

If to the Water Authority:

Mark S. Sanchez  
Executive Director  
Albuquerque Bernalillo County  
Water Utility Authority  
One Civic Plaza, Room 5012  
Albuquerque, New Mexico 87102

If to Developer:

Ceja Vista LLC  
Attn: Mark Pananides  
C/o WestPac Investments  
503 Bath Street, Santa Barbara, CA 93101-3403

**9. Assignment.** This Agreement will not be assigned without the prior written consent of the Water Authority and the Developer.

**10. Miscellaneous.** This Agreement will be governed by and interpreted in accordance with the laws of the State of New Mexico. The headings used in this Agreement are for convenience only and shall be disregarded in interpreting the substantive provisions of the Agreement. This Agreement binds and benefits the Water Authority and their successors, assigns, and transferees and the Developer and their successors, assigns and transferees. Time is of the essence of each term of this Agreement. If any provision of this Agreement is determined by a court of competent jurisdiction to be void, invalid, illegal, or unenforceable, that portion will be severed from this Agreement and the remaining parts will remain in full force as though the invalid, illegal, or unenforceable portion had never been a part of this Agreement.

**11. Integration; Interpretation.** This Agreement contains or expressly incorporates by reference the entire agreement of the parties with respect to the matters contemplated by this Agreement and supersedes all prior negotiations. This Agreement may only be modified in writing executed by both parties.

**12. Approval.** This Agreement is subject to the approval of the Board of Directors of the Water Authority and will not become effective until approved by the Water Authority.

**13. Effective Date.** The effective date of this Agreement is the date last entered below.

In Witness Whereof, the parties hereto have executed this Agreement on the dates entered below.

**Albuquerque Bernalillo County  
Water Utility Authority**

**Developer  
Ceja Vista LLC  
An Arizona Limited Liability**

## Company

## ACKNOWLEDGEMENTS

[illegible]

This instrument was acknowledged before me on, \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_ a \_\_\_\_\_, on behalf of said Company.

Notary Public

My Commission Expires:

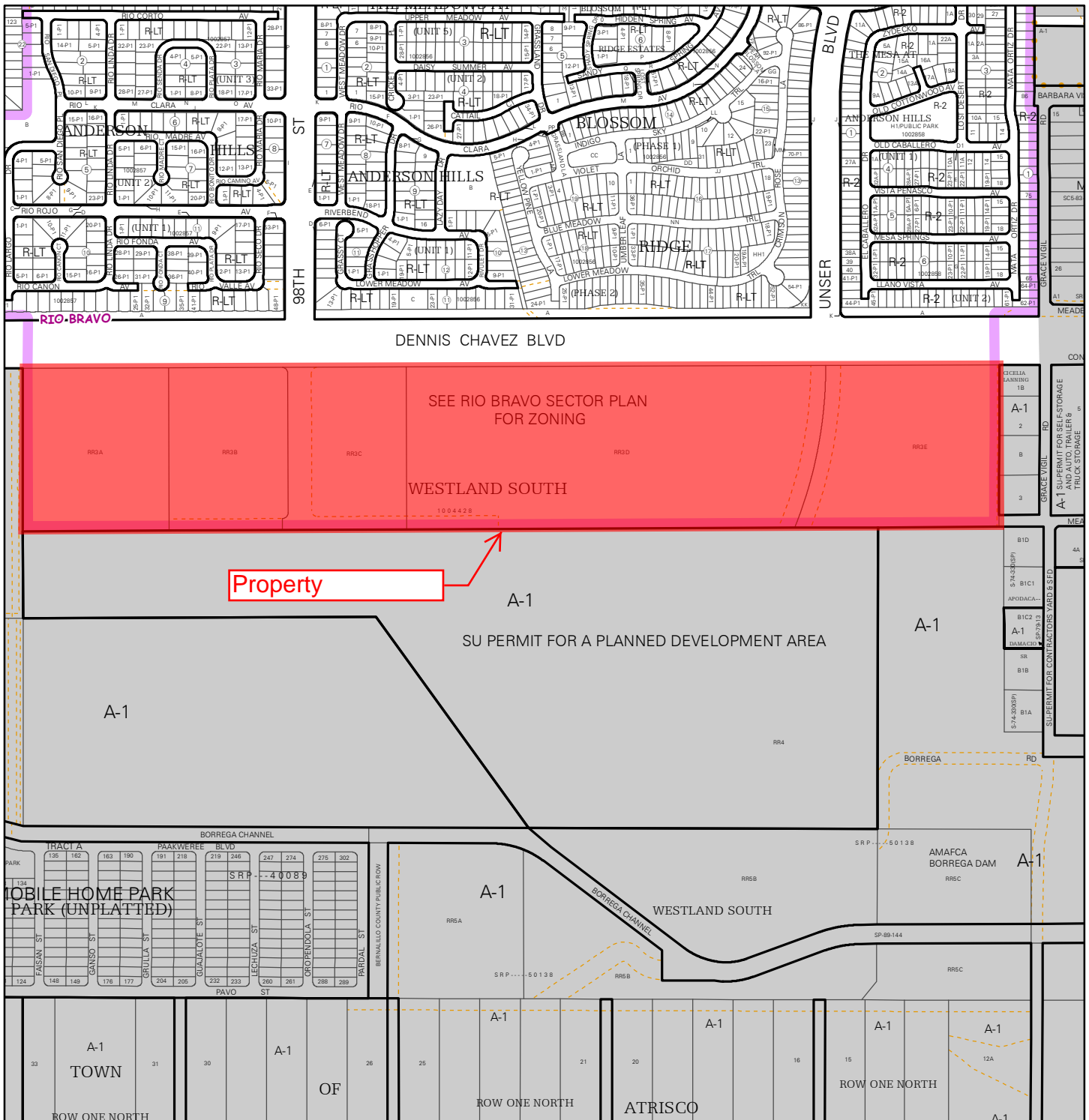
[illegible]

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_ by Mark S. Sanchez, Executive Director of the Albuquerque Bernalillo County Water Utility Authority, a New Mexico political subdivision.

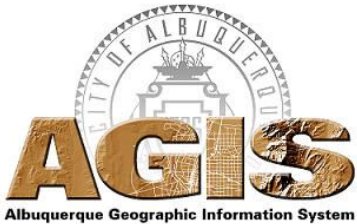
Notary Public

My Commission Expires:

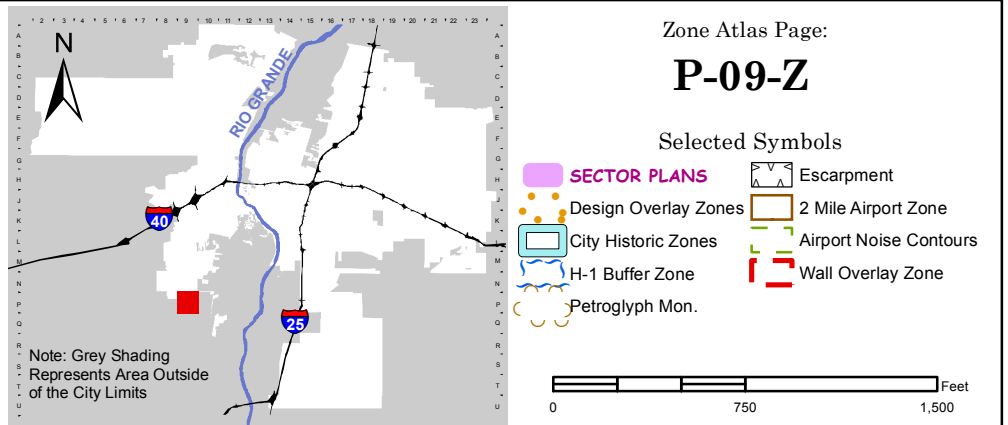
# Exhibit A



For more current information and details visit: <http://www.cabq.gov/gis>



Map amended through: 1/28/2016

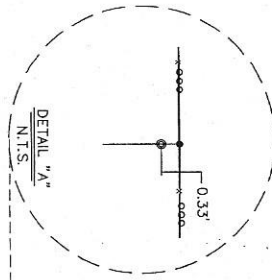






BULK LAND PLAT  
WESTLAND SOUTH  
TRACTS RR-3-A THROUGH RR-3-E

WITHIN THE  
TOWN OF ATRISCO GRANT  
PROJECTED SECTION 9  
TOWNSHIP 9 NORTH, RANGE 2 EAST, NMPM  
CITY OF ALBUQUERQUE  
BERNALILLO COUNTY, NEW MEXICO  
AUGUST, 2005



98TH STREET SW  
(156' R/W)

DENNIS CHAVEZ BOULEVARD  
(R/W VARIES)

UNSER BLVD. SW  
(156' R/W)

ACS MONUMENT  
"TRANS"  
Y=1471.822.67  
X=354.898.45  
G-G=0.99967921  
AA=-0016.42"  
CENTRAL ZONE  
(MAD 1927)  
ELEVATION=5118.370  
(SLD 5118.37)

(N 89°48'06" E)  
N 89°49'05" E

SEE DETAIL "A"

LANDS OF WESTLAND  
DEVELOPMENT CO., INC  
SOUTH TRACT  
(2-10-77, 8-76-03865)

EXISTING 50' AMAFCA  
R/W DRAINAGE  
(05-13-99, 99C-119)

TRACT RR-3  
96,870 Acres

(5088.79)

5090.67

N 16°01'58" E

7708.89

843.27

S 89°14'31" W

3878.12

E

MEADE AVE.

LANDS OF COCELA LANNING

LANDS OF ATRISCO

UNPLATTED PORTIONS

OF TRACT 6

TOWN OF ATRISCO

GRANT ROW 2

LANDS OF COCELA LANNING

LANDS OF ATRISCO

UNPLATTED PORTIONS

OF TRACT 6

TOWN OF ATRISCO

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UNPLATTED PORTIONS

OF TRACT 6

TOWN OF ATRISCO

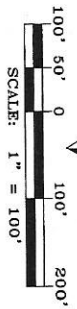
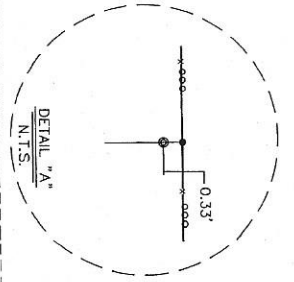
GRANT ROW 2

LANDS OF COCELA LANNING



BULK LAND PLAT  
WESTLAND SOUTH  
TRACTS RR-3-A THROUGH RR-3-E

WITHIN THE  
TOWN OF ATRISCO GRANT  
PROJECTED SECTION 9  
TOWNSHIP 9 NORTH, RANGE 2 EAST, NMPM  
CITY OF ALBUQUERQUE  
BERNALILLO COUNTY, NEW MEXICO  
AUGUST, 2005



98TH STREET SW  
(156' R/W)

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CH- BEARING- CH-DIST=
C1	47.12	30.00	90.00/00"	30.00	M45°05'W 42.43
C2	47.08	30.00	89.95/26"	29.96	M44°46'48"E 42.40

DENNIS CHAVEZ BOULEVARD  
(R/W VARIES)

Tract RR-3-A  
14.8637 AC  
RLT Zoning

Tract RR-3-B  
12.0192 AC  
RLT Zoning

Tract RR-3-C  
12.0897 AC  
SU-1/C-1 Zoning

Tract RR-3-D  
41.3884 AC

LANDS OF WESTLAND  
DEVELOPMENT CO., INC  
"SOUTH TRACT"  
(2-10-77, 8-76-03865)

PROPERTY CORNERS

- ☒ FOUND 5/8" REBAR WITH CAP  
LS 15702
- ☐ FOUND 1/2" REBAR
- SET 5/8" REBAR WITH  
CAP ALS LS 7719
- FOUND 5/8" REBAR WITH CAP  
LS 14735

60' PUBLIC ACCESS EASEMENT AND DRAINAGE  
EASEMENT GRANTED TO C.O.A. AND PUBLIC  
SANITARY SEWER AND WATER LINE EASEMENTS  
GRANTED TO A.B.C.W.U.A. WITH THIS PLAT

70' PUBLIC ACCESS EASEMENT AND DRAINAGE  
EASEMENT GRANTED TO C.O.A. AND PUBLIC  
SANITARY SEWER AND WATER LINE EASEMENTS  
GRANTED TO A.B.C.W.U.A. WITH THIS PLAT

124' PUBLIC ACCESS EASEMENT AND DRAINAGE  
EASEMENT GRANTED TO C.O.A. AND PUBLIC  
SANITARY SEWER AND WATER LINE EASEMENTS  
GRANTED TO A.B.C.W.U.A. WITH THIS PLAT

ADRIK LAND  
SURVEYING

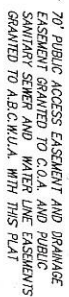
P.O. BOX 30701, ALBU., N.M. 87190  
505-844-1990

Reg Herrera  
born Co Plat  
K 27-08 Br-586C 19-958  
Page 3 of 3  
1/14/2005 10:508  
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Scale: AS SHOWN  
Drawn: STEPHEN  
Date: 10/12/05  
Checked: ALS  
Job: A04005  
Sheet: 3 of 5

MATCHLINE SEE SHEET 4 OF 5

WATKINSVILLE  
TOWN OF ATRISCO GRANT  
PROJECTED SECTION 9  
TOWNSHIP 9 NORTH, RANGE 2 EAST, NMPM  
CITY OF ALBUQUERQUE  
BERNALILLO COUNTY, NEW MEXICO  
AUGUST, 2005



## PROPERTY CORNERS

- ☒ FOUND 5/8" REBAR WITH CAP  
"LS 15702"
- ☐ FOUND 1/2" REBAR
- SET 5/8" REBAR WITH  
CAP "ALS LS 7719"
- FOUND 5/8" REBAR WITH CAP  
"LS 14733"

Tract RR-3-D  
41.3884 AC  
RLT Zoning

156' PUBLIC ACCESS EASEMENT AND DRAINAGE  
EASEMENT GRANTED TO C.O.A. AND PUBLIC  
SANITARY SEWER AND WATER LINE EASEMENTS  
GRANTED TO A.B.C.W.U.A. WITH THIS PLAT

R=2250.00  
L=865.88"  
D=2202.58"  
T=438.37"  
CH=N10°50'34"E, 860.55"

Tract RR-3-G  
18.5401 AC

1065.07'  
S 89°44'31" W



P.O. BOX 30701, ALBU., N.M. 87190  
505-884-1990

F:\M04JOBS\VA095\bulk plat\100basedwg - Layout3 (9-07-05) sps

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Scale: AS SHOWN	Date: 10/11/05	Job: A04095	

MATCHLINE SEE SHEET 5 OF 5

## BULK LAND PLAT

TOWN OF ATRISCO GRANT  
PROJECTED SECTION 9  
TOWNSHIP 9 NORTH, RANGE 2 EAST, NMPM  
CITY OF ALBUQUERQUE  
BERNALILLO COUNTY, NEW MEXICO  
AUGUST, 2005

DENNIS CHAVEZ BOULEVARD  
(R/W VARIES)  
ACCESS CONTROL LINE  
(TYP.)

N 89°49'05" E

(5089.79'  
5090.61'

S 00°09'24" W  
(S 00°07'41" W)

(S 00°07'41" W)

1  
ANDS OF CECILLA LANNING  
(10-24-79, 817-42)

LANDS OF CECILIA LANNING  
(10-24-79, B17-42)

UNPLATTED PORTIONS  
OF TRACT 6  
TOWN OF ATRISCO  
GRANT ROW 2

LANDS OF CECILIA LANNING  
(10-24-79, B17-42)

MEADE AVE.

843.27'

5087.12

S 89°44'31" W

Tract RR-3-E  
18.5401 AC  
RLT Zoning

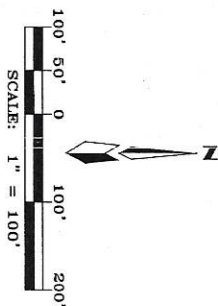
## PROPERTY CORNERS

FOUND 5/8" REBAR WITH CAP  
"LS 15702"

□ FOUND 1/2" REBAR

- SET 5/8" REBAR WITH CAP "ALS, LS 7719"

FOUND 5/8" REBAR WITH CAP  
"LS 14733"



**ALDRICH LAND  
SURVEYING**

F:\A04JOBS\A4095\bulk plant\100base.dwg - Layout3 (9-07-05) sps

Dwg: 100base.dwg	Drawn: STEPHEN	Checked: ALS	Sheet 5 of 5
Scale: AS SHOWN	Date: 10/11/05	Job: AO4095	



May 23, 2016

**Chair**

Trudy E. Jones  
City of Albuquerque  
Councilor, District 8

**Vice Chair**

Art De La Cruz  
County of Bernalillo  
Commissioner, District 2

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Maggie Hart Stebbins  
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*Ex-Officio Member*  
Pablo R. Rael  
Village of Los Ranchos  
Board Trustee

*Executive Director*  
Mark S. Sanchez

*Website*  
[www.abcwua.org](http://www.abcwua.org)

Mark Goodwin  
Mark Goodwin & Associates, PA  
P.O. Box 90606  
Albuquerque, NM 87199

**RE: Water and Sanitary Sewer Serviceability Statement #160313  
Ceja Vista Unit 1, 2, & 3 - Dennis Chavez Blvd - Zone Atlas Map: P-9**

Dear Mr. Goodwin:

**Project Information:** The subject site is located on Dennis Chavez Blvd. between Grace Vigil Rd. and 118<sup>th</sup> St. within the City. The property consists of approximately 99 acres and is currently zoned for residential use. The property lies within the Pressure Zone 2WR and 1W in the Pajarito trunk. The request for information indicates plans to develop the property to include a 403 lot residential subdivision for single family detached dwelling units.

**Development Agreement:** Pursuant to the System Expansion Ordinance, this property is outside of the Water Authority service area and the Water Authority Board must approve a Development Agreement to serve this property and establish requirements as a condition of service. The previous development agreement (R-07-19) with Albuquerque Rio Bravo Partners, LLC for Ceja Vista has since expired. Contact Utility Development in regards to Development Agreements.

**Water Supply Charge:** All developments located outside of the Water Authority's service area will be assessed a Water Supply Charge (WSC) as provided in the Water Authority's Water and Sewer Rate Ordinance for the development of new water resources, rights and supplies necessary to serve the development. The WSC shall not be used for reimbursement of master planned facilities.

**Existing Conditions:** Water infrastructure in the area consists of the following:

- Pressure zone 2W infrastructure
- 12 inch PVC distribution main (project #26-7539.89-09) along the west of the project location.
- Pressure zone 2WR infrastructure
- 12 inch PVC distribution main (project #26-7081.81-06) along 98<sup>th</sup> St.
- 12 inch PVC distribution main (project #26-6795.82-06) along Unser Blvd.
- Pressure zone 1W infrastructure
- 12 inch PVC distribution main (project #26-6795.81-06) along Unser Blvd.

Sanitary sewer infrastructure in the area consists of the following:

- 15 inch PVC interceptor line (project #26-6141.91-97) along Dennis Chavez Blvd.
- 10 inch PVC collector line stub (project #26-6141.91-97) into the project location at the west portion of the proposed project and one closer to the middle of the proposed project.

**Water and Sewer Service:** New metered water service to the property can be provided contingent upon a developer funded project to extend an internally looped distribution system for both Pressure Zones 2WR and 1W to serve only phase one of the Ceja Vista development. The entire Ceja Vista development is anticipated to be approximately 430

acres. The future phases of the Ceja Vista development will require a Master Plan Study to determine the master plan infrastructure required to serve the area, which may include but is not limited to a pump station near the Pajarito Reservoir and a transmission line which ultimately serves the area.

The Pressure Zone 2WR water distribution system shall connect to the existing 12 inch distribution main (2WR) along 98<sup>th</sup> St., the existing 12 inch distribution main (2WR) along Unser Blvd. and the existing 12 inch distribution main (2W) located at the northwest corner of the subject property via a pressure reducing valve at a location approved by the Water Authority. A 12 inch top of zone distribution main shall be constructed such that it aligns along the top of 2WR pressure zone internal to the development. A 12 inch bottom of zone distribution main shall be constructed such that it aligns along the bottom of 2WR pressure zone internal to the development. The proposed 2WR distribution system shall provide the ability to connect to the future 2WR system as determined by the Master Plan Study. The Pressure Zone 2WR system shall only provide service to lots with finished floor elevations between 5063ft and 5140ft (NAV27/29).

The Pressure Zone 1W water distribution system shall connect to the existing 12 inch distribution main (1W) along Unser Blvd. and extend into the development. For purposes of redundancy and a looped connection, a pressure reducing valve shall be installed downstream of the proposed 2WR distribution system at a location approved by the Water Authority. Based on the timing of the Master Plan Study for the remaining phases of the Ceja Vista development, the proposed pressure reducing valve that supplies service to 1W may be located elsewhere within the overall development. The proposed 1W distribution system shall provide the ability to connect to the future 1W system as determined by the Master Plan Study. The Pressure Zone 1W system shall provide service to lots with finished floor elevations less than 5,063 feet (NAV27/29).

Service is also contingent upon compliance with the Fire Marshal's instantaneous fire flow requirements. Water service will not be sold without adequate fire protection. Water service will only be sold in conjunction with sanitary sewer service.

Sanitary sewer service can be provided contingent upon a developer funded project to extend a public collection system along corridors designated as right-of-way adequate to service each proposed residence.

**Cross Connection Prevention:** Approved dual check valves shall be installed on all water services within pressure zones 0W, 1W and 1E. Any multi-family dwelling including a clubhouse and/or office is required to have a reduced pressure backflow prevention device for containment. If metered separately, the building that includes a clubhouse and/or office shall have a reduced pressure backflow prevention device.

**Fire Protection:** All new required hydrants as well as their exact locations must be determined through City of Albuquerque Fire Marshal's Office and verified through the Utility Development Office prior to sale of service.

**Easements:** Exclusive public water and sanitary sewer easements are required for all public lines that are to be constructed outside of any dedicated rights-of-way. A minimum width easement of 20 feet is required for a single utility and 25 feet for water and sewer both within the same easement. Easements for water meters need to be five feet by five feet and include the length of the water service if located on private property. Actual easement widths may vary depending on the depth of the lines to be installed. Side yard



easements are not acceptable for either water or sanitary sewer. Acceptable easements must be documented prior to approval of service.

**Pro Rata:** As described in this statement, the extension of public water and sanitary sewer lines may be eligible for partial reimbursement through the Pro Rata process as detailed in the Water Authority Water and Wastewater System Expansion Ordinance. Pro Rata is not owed and the property can utilize the services available upon completion of the requirements of this statement to connect to water and sanitary sewer.

**Design and Construction** of all required improvements will be at the developer / property owner's expense. Improvements must be coordinated through the City of Albuquerque via the Work Order process. Designs must be by a licensed, New Mexico registered professional engineer. Construction must be by a licensed, bonded, public utility contractor.

**Costs and Fees:** In addition to installation and construction costs, any new metered water services will be subject to both water and sanitary sewer Utility Expansion Charges (UEC) payable at the time of service application. All charges and rates collected will be based on the ordinances and policies in effect at the time service is actually requested and authorized.

**Water Use:** All new development shall be required to meet the standard water usage of 180 gallons per household per day which is equivalent to 75 gallons per capita per day. Indoor water use shall consist of 70% of total use with outdoor limited to 30%. Where available, outdoor water usage shall utilize reclaimed water.

**Closure:** This statement only provides details of infrastructure that is available and potential precursors to development for the proposed development. For service to be provided, a Board approved development agreement must supplement this serviceability, therefore causing this serviceability to be in effect for a period of one (1) year upon approval of the development agreement. Under no circumstances does this serviceability commit to service without the above mentioned conditions. Changes in the proposed development may require reevaluation and should be brought to the attention of the Utility Development Section of the Water Authority as soon as possible.

Please feel free to contact the Mr. Kristopher Cadena in our Utility Development Section at (505) 289-3301 or email at [kcadena@abcwua.org](mailto:kcadena@abcwua.org) if you have questions regarding the information presented herein or need additional information.

Sincerely,

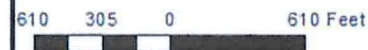


Mark S. Sanchez  
Executive Director

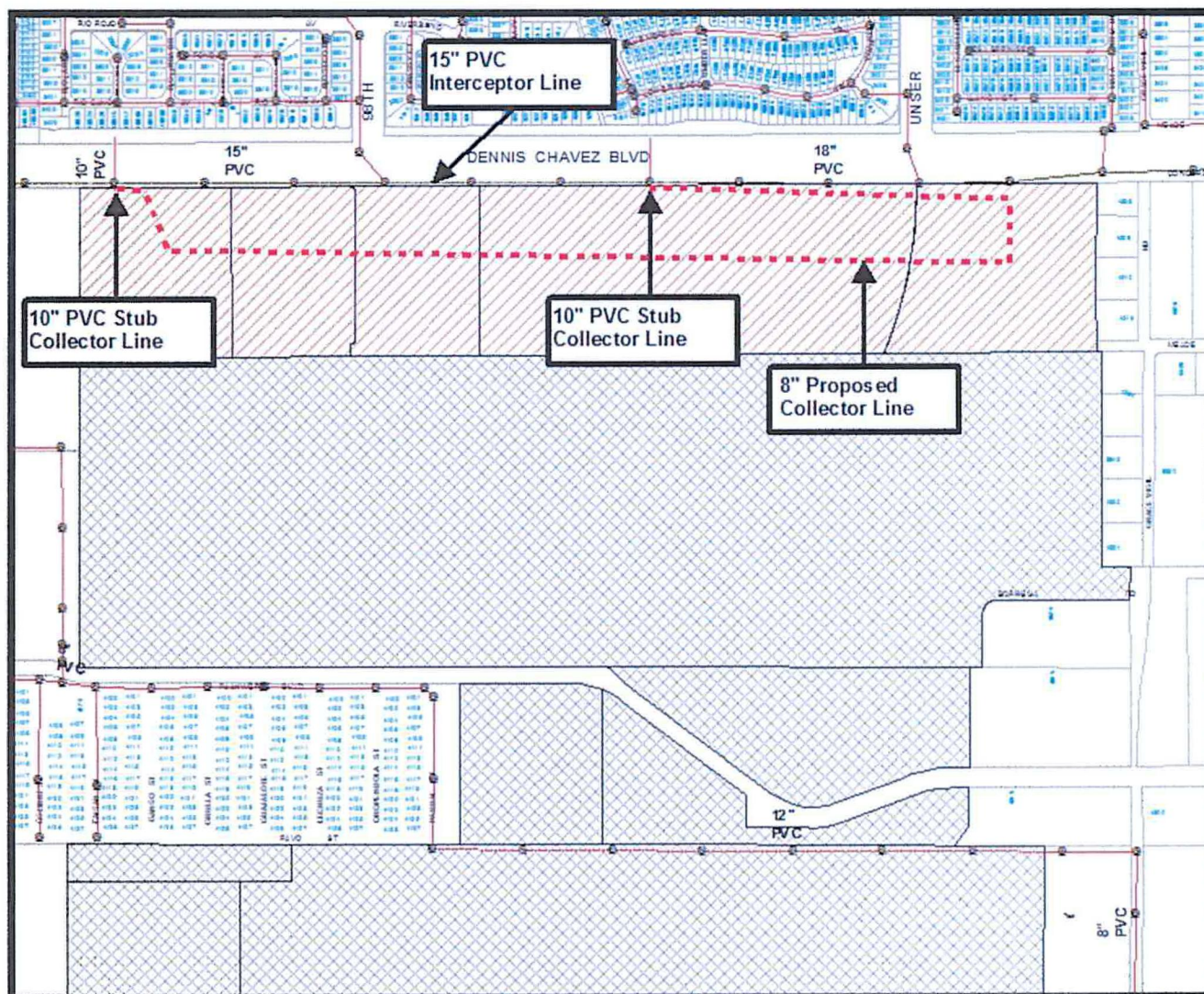
Enclosures: Infrastructure Maps (2)

f/ Serviceability 160313







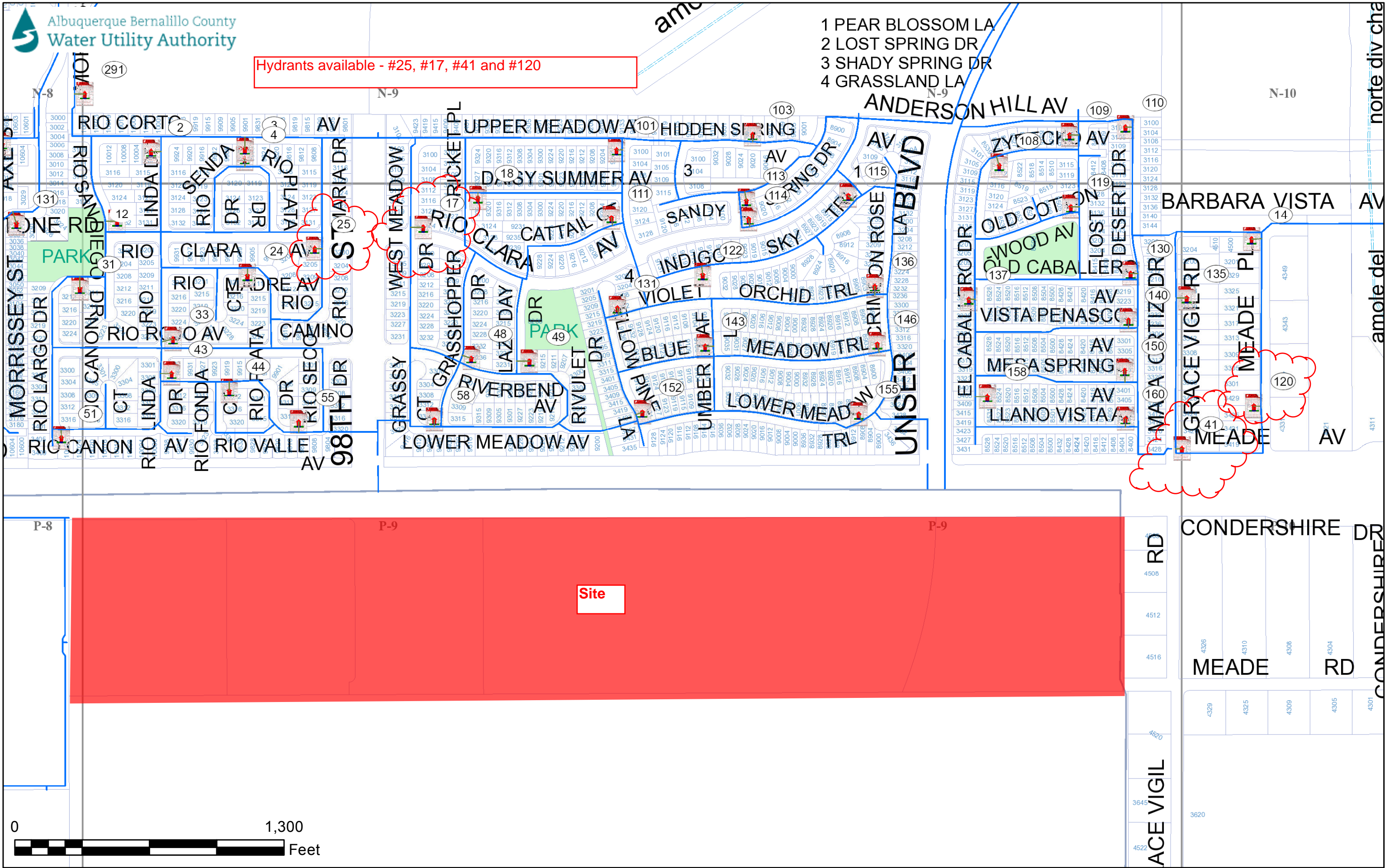
Water Utility  
Authority

Statement # 160313  
Sanitary Sewer Infrastructure





Exhibit C - Hydrants Available for Construction Water





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Meeting Date: August 17, 2016  
Staff Contact: Mark S. Sanchez, Executive Director

**TITLE: R-16-12 - Water 2120: Securing Our Water Future**

**ACTION: First Reading August 17, 2016; Final Action September 21, 2016**

**SUMMARY:**

Water Authority staff are introducing the second decade update to the Water Resources Management Strategy entitled, "Water 2120: Securing Our Water Future," which outlines a plan to provide its ratepayers a resilient and sustainable water supply for the next century.

Implementation of the first two water resource management strategies, adopted in 1997 and 2007, respectively, have been quite successful. The Water Authority's accomplishments include the reduction in water use measured in gallons per capita per day from 251 gallons in 1995 to 127 gallons per day in 2015, and the recovery of the regional aquifer water-table by at least 15 ft. with continued rising projected for another decade or beyond. Despite six consecutive years of drought, the aquifer is rising which is clearly evident in the network of monitoring wells that were installed in cooperation with the U.S. Geologic Survey (USGS).

In addition, about seventy percent of water demand in 2016 has been provided from the San Juan – Chama Drinking Water Project (DWP). The non-potable projects on the Northside and Southside of Albuquerque continue to provide non-potable water for many of the green spaces in Albuquerque. These projects combined with the implementation of the Water Authority's first aquifer storage and recovery facility in Bear Canyon Arroyo have reduced groundwater usage causing the rising levels in the aquifer.

As proposed, "Water 2120" is building on the successes of the previous two strategies, by incorporating an adaptive management approach considering potential climate change impacts to the surface water supply, protecting the watershed by participating in established forest restoration projects, using fully the existing water resources currently available, increasing the use of non-potable reuse of wastewater supplies, and increasing the storage capacity of the aquifer with potentially construction of off-channel storage facilities.

Features of the new strategy will allow the Water Authority to move conservation above and beyond currently levels, while maintaining the quality of life we expect in our

community. Water 2120 calls for managing the aquifer more conservatively than has been done in the past by the establishment of a groundwater reserve and management level, and decreases the long-term impacts on the Rio Grande by implementing an environmental and Rio Grande Compact pools, and keeping the Water Authority from actively participating in any additional pre-1907 water rights transfers.

Water 2120 includes an overview section, a policy document, and a report.

The policies, listed below, have been taken from the previous water resources strategies and maintained in their original structure with one additional policy and some additional sub-policies incorporated to allow for the implementation of new water resource development plans, such as watershed restoration.

Water 2120 Policies:

- Policy A - Water Budget Planning and Reporting
- Policy B - Fully Utilize and Protect Existing Water Rights and Water Resources
- Policy C - Establish and Maintain a Groundwater Reserve
- Policy D - Update and Maintain the Water Conservation Strategy
- Policy E - Support Regional Water Resources Planning and Management
- Policy F - Utilize Conjunctive Management and Diversify Water Resources Portfolio
- Policy G - Develop and Implement Long-Term Water Resources Acquisition Plan
- Policy H - Implement the Water Quality Protection Policy and Action Plan
- Policy I - Protect and Enhance Storage of Native, San Juan-Chama Water and other water resources
- Policy J - Protect Valued Environmental and Cultural Resources
- Policy K - Preserve and Enhance the Quality of Life in the Region
- Policy L - Link Land Use Planning with Water Management
- Policy M - Encourage and Facilitate Public Involvement

There are more than 60 sub-policies that provide guidance and direction regarding implementation of the plan along with technical studies that need to be completed as part of the next steps of the plan.

### Public Involvement Process

There was extensive public involvement as part of the development of Water 2120 including the following:

- Water Authority Board Updates – September 2015 to May 2016
- Technical Customer Advisory Committee Meetings – 14 Meetings over 2 Years
- Two Initial Public Meetings – February 2016
- Five Technical Reports
- Four Customer Conversations – May/June 2016

- Town Hall – July 2016
- Westside and Eastside Neighborhood Coalition Meetings – July/August 2016

### Water Authority Board Updates

Public presentations were made to the Water Authority Board during their regular meetings in September 2015, January 2016, March 2016 and May 2016. The Water 2120 Plan was introduced to the Water Authority Board in August 2016. The presentations to the Board including demand, supply, climate change, groundwater reserve management plan, alternatives, range of potential supply gaps, and supply portfolios to fill the medium demand/medium supply gap.

### Technical Customer Advisory Committee (TCAC) Meetings

The Water Authority Board established a citizen board consisting of nine members of the public to meet and discuss important water policy and other important matters of the Water Authority. There were fourteen meetings over two years working collaboratively with the TCAC on the update to the 2007 Water Resources Management Strategy (WRMS). Extensive presentations were provided and five technical documents were produced for review and comment. The documents produced were as follows:

- Chapter 2 – Water Demand
- Chapter 3 – Supply
- Chapter 4 – Groundwater Management
- Chapter 5 – Alternatives
- Chapter 6 – Filling in Future Gaps in Supply

The reports documented the evaluation of historical and projected supplies and demands, forecasted impacts of climate change to surface water supplies, and the evaluation of supply gaps and proposed alternatives to meet future demand scenarios as predicted by integrated model simulations run using the Office of the State Engineer's Administrative model (based on MODFLOW) and the Upper Rio Grande Simulation Model, or URGSIM.

There were more than 1,300 comments received and addressed from the TCAC on the documents which were posted and available to the public on the Water Authority's website starting in June 2016 with Chapter 6 posted prior to the Town Hall meeting.

The TCAC recommended adoption by the Water Authority Board of the new policies at the August 1, 2016 meeting.

### Two Initial Public Meetings

The Water Authority hosted two public meetings (around 40 participants) in February 2016 to provide the public with the opportunity to discuss the need for a new 100-year water supply plan and to provide feedback on the plan prior to the plan elements and



alternatives established. The meetings went very well and overall there was very positive feedback on discussing what the new plan might consist of.

#### Four Customer Conversations

There were four customer conversations held in May and June 2016 (about 200 customers). These meetings were held over a two hour period and provided our customers the opportunity to provide feedback on a number of topics related to the new water supply plan. The meetings included a presentation on the update and status of the development of the plan, followed by two exercises examining several alternatives in an effort to afford our customers the opportunity to experience what it was like trying to fill the supply gaps.

The customers were separated into groups at tables where they were provided three different supply scenarios (historical, central tendency climate change, and hot-dry climate change along with a water conservation alternative. Given the gaps presented to them, they worked together to select alternatives based on a variety of criteria including the amount of water they would provide, environmental and financial impact to name a few. The selected alternatives provided an opportunity to obtain productive feedback about customer choices. For example, the customers really liked the idea of capturing and using storm water as a future alternative water supply. Based on that feedback, we added storm water as a component of Portfolio 1.

#### Town Hall

The purpose of the Town Hall was to obtain community input on the revised policies to ensure a safe and sustainable water supply into the future. The Water Authority seeks to reach its water resources management decisions through a public process so that they may reflect community values. The Town Hall brought significant input regarding community values and priorities and how they can be reflected in water resources activities.

The Town Hall was held July 22<sup>nd</sup> and over 200 customers attended the four hour meeting. The morning was spent in informational plenary sessions where customers learned about different elements of the proposed strategy and were able to ask questions of the presenters. The afternoon was spent in small groups discussions led by individual facilitators and recorders to gather input on customer preference on supply alternatives and proposed policies. Water Authority staff were also circulating through the small group sessions to address questions on the strategy as they arose. The close of the meeting brought all the participants back together for a report out on the results of their small group discussions. Customer preferences for supply alternatives were very similar to the preferences expressed in the Customer Conversations. Results of the Town Hall meeting are in the appendix.

**FISCAL IMPACT:** None

# ALBUQUERQUE BERNALILLO COUNTY WATER UTILITY AUTHORITY

BILL NO. R-16-12

1 **RESOLUTION**

2 **ADOPTING WATER 2120 – SECURING OUR WATER FUTURE (2016 WATER**  
3 **RESOURCES MANAGEMENT STRATEGY) AS THE WATER AUTHORITY’S WATER**  
4 **SUPPLY AND DEMAND POLICY.**

5 WHEREAS, the Albuquerque/Bernalillo County Comprehensive Plan requires the  
6 water resources in the metropolitan area to be managed to provide a permanent,  
7 adequate water supply; and

8 WHEREAS, a water resources management policy is needed to help guide and  
9 plan for water resources and to meet the Comprehensive Plan directive; and

10 WHEREAS, the Albuquerque Water Resources Management Strategy was  
11 adopted in 1997 as the City of Albuquerque’s water supply policy; and

12 WHEREAS, the Water Authority adopted the 2007 Water Resources  
13 Management Strategy as the water supply policy; and

14 WHEREAS, the Water Authority has successfully implemented the majority of the  
15 policies and projects described in the 2007 Strategy; and

16 WHEREAS, the Water Authority established a Technical Customer Advisory  
17 Committee (TCAC), whose purpose was to provide input on the Authority’s policies,  
18 plans and programs. The TCAC reviewed the technical documents and worked on  
19 revising the policies of the current Strategy over the last two years; and

20 WHEREAS, the Water Authority had an extensive public process for the  
21 community to provide input on the plan including selection of the name for the Strategy  
22 (Water 2120 – Securing our Water Future); and

23 WHEREAS, there were two public meetings early during the process, four  
24 Customer Conversations and a Water Resources Town Hall in July 2016 where the  
25 community provided input on the policies and assisted with selection of the various  
26 water supply alternatives; and

27 WHEREAS, a large majority of the participants of the Town Hall felt that there  
28 time was well spent and that the Water Authority really cared about their input; and



1 WHEREAS, the new 100-year plan was presented to a variety of entities  
2 including Federal, State and regional water management entities; and

3 WHEREAS, the TCAC has endorsed the revised policies of the 2016 Water  
4 Resources Management Strategy.

5 BE IT RESOLVED BY THE WATER AUTHORITY:

6 Section 1. The 2016 Water Resources Management Strategy entitled Water  
7 2120 – Securing Our Water Future, attached as “Exhibit A”, is hereby adopted as the  
8 Water Authority’s water supply and demand policy.

9 Section 2. The Executive Director is directed to implement the policies, technical  
10 studies and projects identified in the Strategy.

11 Section 3. The Executive Director is directed to report to the Water Authority  
12 Board on an annual basis regarding the progress on the implementation of the Strategy.

13

# **Water 2120: Securing our Water Future**

**Water Resources  
Management Strategy**

**September 2016**



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Albuquerque Bernalillo County Water Utility Authority

Councilor Trudy E. Jones, Chair  
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Mayor Richard J. Berry  
Councilor Pat Davis  
Commissioner Debbie O'Malley  
Councilor Ken Sanchez  
Commissioner Maggie Hart Stebbins  
Trustee Pablo Rael, Ex Officio

Technical Customer Advisory Committee

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Amy Ewing, Vice-Chair  
David Brookshire  
Elaine Hebard  
Mike Hightower  
Dave Hill  
Laura McCarthy  
Ege Richardson  
Scott Verhines

Water Authority Staff

Mark S. Sanchez, Executive Director  
John Stomp, P.E., Chief Operating Officer  
Stan Allred, Chief Financial Officer  
Frank Roth, Senior Policy Manager  
David Morris, Public Information Officer  
Katherine Yuhas, Water Resources Manager  
Andrew Lieuwen, Water Rights Manager  
Rick Shean, Water Quality Hydrologist  
Angelique Maldonado, Water Use Compliance Supervisor  
Patty Jenkins, Executive Services Coordinator

# Overview

## A. Introduction

This document sets forth the Albuquerque Bernalillo County Water Utility Authority's (Water Authority) 2017 Water Resources Management Strategy (Strategy) – a 100-year long-range water supply plan for the metropolitan area. The name of the Strategy, Water 2120: Securing our Water Future, was selected by the Water Authority rate payers during a series of public meetings (Customer Conversations) in May and June 2016. The purpose of Water 2120 is to provide a safe, sustainable and resilient water supply for the metropolitan area by (1) Utilize an adaptive management planning approach using the best available science to periodically update this water supply plan; (2) Use the existing water resources and rights already owned by the Water Authority including excess supplies when available; (3) Work proactively with Federal, State, regional and local entities to seek solutions working cooperatively together and (4) Set a management level of the aquifer to manage long-term use leaving water in the aquifer and the opportunities it provides for future generations. The 2017 Strategy is designed to ensure Water Authority customers a safe, sustainable and resilient water supply to the year 2120.

The Strategy provides for a continuation of the policies in the original Strategy adopted by the Albuquerque City Council in 1997 and updated and adopted by the Water Authority in 2007. The 2017 Strategy provides policies and sub-policies including a new water conservation goal and projects to be implemented starting in about year 2035. The Water Authority has been a leader in water resources management in the Southwest starting with the implementation of the 1997 Strategy almost twenty years ago. The highlights of our planning efforts include the following:

- Per capita use has dropped almost 50% (251 gallons per person per day to 130 gpcd)
- Overall water use in 2015 as low as water usage in 1983
- Reuse and recycling projects are providing non-potable water to large turf areas in the north and south part of the metropolitan area
- Drinking Water Project (DWP) has been on-line since December 2008
- Aquifer storage and recovery (ASR) projects are operational with large scale program underway

The results have been amazing and tell an incredible story of what happens when you plan for the future:

- Aquifer levels have been and continue to rise when the DWP came on-line
- River depletions are declining due to reduced groundwater usage
- Consumptive use continues to decline (less than 40,000 acre-feet in 2015)
- Overall supply resilience has increased

## B. Policies

Water 2120 consists of thirteen policies and more than sixty sub-policies to guide implementation of the plan including programs and projects needed to provide a safe and sustainable water supply for the next 100-years. Many of the policies below are a continuation of the existing policies set forth in the 1997 and 2007 Strategies and are listed in no particular order or priority.

- Policy A - Water Budget Planning and Reporting
- Policy B - Fully Utilize and Protect Existing Water Rights and Water Resources
- Policy C - Establish and Maintain a Groundwater Reserve
- Policy D - Update and Maintain the Water Conservation Strategy
- Policy E - Support Regional Water Resources Planning and Management
- Policy F - Utilize Conjunctive Management and Diversify Water Resources Portfolio
- Policy G - Develop and Implement Long-Term Water Resources Acquisition Plan
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- Policy L - Link Land Use Planning with Water Management
- Policy M - Encourage and Facilitate Public Involvement

Some of the highlights of the new sub-policies include the following:

- Policy A–1: The Water Authority should update the Water Resources Management Strategy using the best available science following the Adaptive Management Approach (AMA) every ten years or more frequently as requested by the Water Authority Board.
- Policy B–3: The Water Authority should utilize all available excess return flows as part of a reuse and recycling plan that consists of aquifer storage and recovery, indirect potable and non-potable reuse.
- Policy C–2: If drawdown in the Working Reserve should fall below the Management Level, then projects should be implemented to add supply to the Water Authority portfolio to restore it to the Management Level.
- Policy E-5: The Water Authority shall collaborate with the Middle Rio Grande Conservancy District (MRGCD) to develop and implement a plan to support and promote agriculture in the Middle Rio Grande.
- Policy G-5: The Water Authority shall discontinue acquisition of native pre-1907 water rights.

- Policy I-4: The Water Authority should develop and implement a Rio Grande Compact pool within the Water Authority storage space working with the Interstate Stream Commission (ISC) and the Office of the State Engineer (OSE).
- Policy J-4: The Water Authority should work collaboratively and provide funding to protect and restore watersheds of the San Juan-Chama and Rio Grande.
- Policy J-6: The Water Authority should work with the City and County to provide incentives to increase beneficial tree canopy coverage within Bernalillo County and the MRG.
- Policy K-2: The Water Authority should continue to reduce its carbon footprint by taking advantage of opportunities to reduce the energy usage of current infrastructure and by building new infrastructure with energy efficiency in mind.

### C. Projects

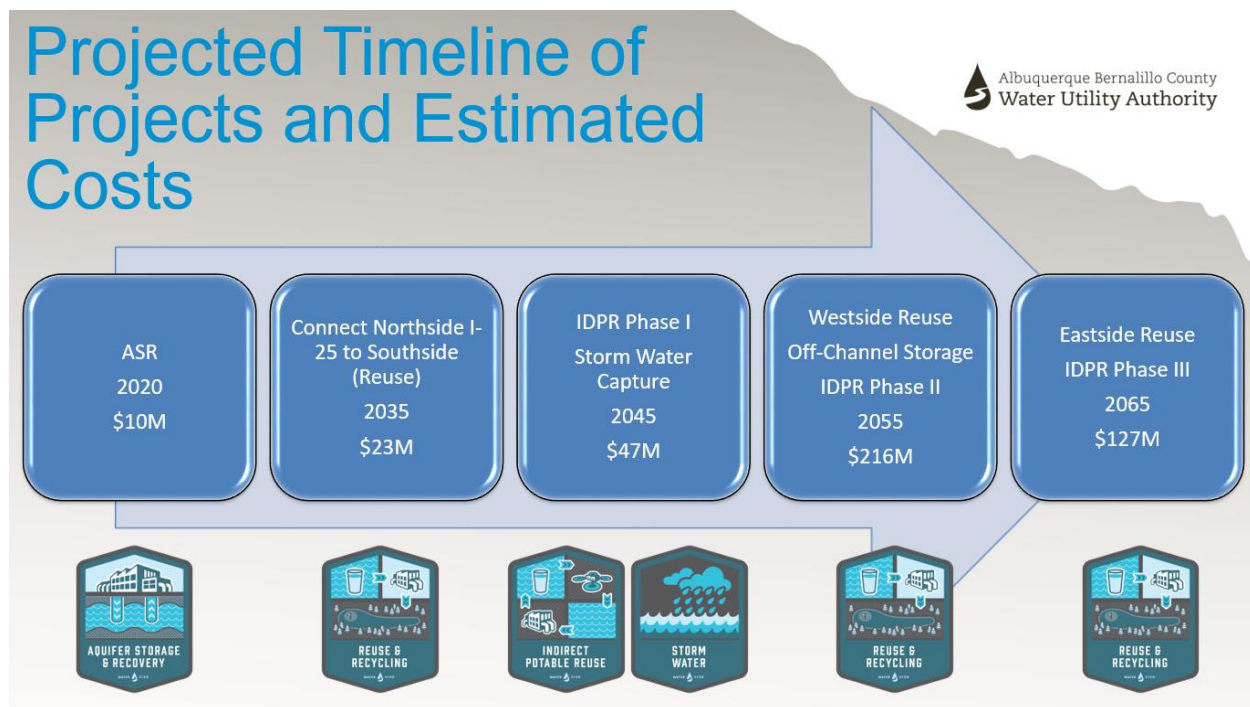
This updated Strategy incorporates the projects previously identified to be implemented in the 2007 Strategy consisting primarily of the first phase of large scale aquifer storage and recovery (ASR), enhanced storage in Abiquiu Reservoir and native flood flows storage in Abiquiu Reservoir.

Water 2120 includes implementation of a new water conservation goal and several additional projects (Portfolio 1) over the 100-year planning period. The implementation dates were determined comparing the medium projected demand and medium projected supply. The actual need and time for implementation of the additional projects will be determined using the adaptive management approach (Policy A) as actual demand and supply data is known which can then be used to update this plan which would be presented to the Water Authority Board.

The combination of these projects over the planning period eliminated the supply gap for the medium demand/medium supply while staying above the groundwater management level (see Chapter 6 – Filling in Future Gaps in Supply). Although the projects are listed in date order, they do not necessarily have to follow the specific order as listed or the date shown as some projects could be implemented earlier depending on water resources availability, permitting and funding.

- Additional Full Scale ASR (2020)
- Connect the Northside I-25 Reuse to the Southside Reuse including additional eastside reuse sites (2035)
- Additional ASR/Indirect Potable Reuse (IDPR) Phase 1 and Stormwater Capture and Use (2045)
- Westside Reuse, Off-Channel Storage and ASR/IDPR Phase II (2055)
- Eastside Reuse and ASR/IDPR Phase III (2065)

Figure 1 – Portfolio 1 with Projected Timeline of Projects and Estimated Costs



Each of the alternatives listed above were analyzed and ranked based on many factors including environmental, financial, permitting, frequency of availability and others (see Chapter 5 – Alternatives). Further detailed analysis will be needed as these projects are developed and implemented.

In addition to the development and implementation of the above listed conceptual projects, several activities must be undertaken, including:

- Reuse and Recycling Plan – utilize excess return flows for aquifer storage and recovery, indirect potable and non-potable use.
- Groundwater Management Plan – develop plan for annual measurement and reporting of aquifer levels, incorporate groundwater quality, location and size of existing groundwater contamination sites and the need for and siting for replacement and aquifer storage and recovery wells.
- Water Conservation Plan – implementation plan for 110 gpcd over the next 20-years including education and rebates.
- Storage Plan – this plan will include existing storage capabilities and the need for future additional off-channel storage sites for excess return flows.
- Environmental Plan – need to assemble overall plan including watershed restoration, endangered species, Bosque restoration and other activities.



## D. Public Involvement

There was extensive public involvement as part of the development of Water 2120 including the following:

- Water Authority Board Updates – September 2015 to May 2016
- Technical Customer Advisory Committee Meetings – 14 Meetings over 2 Years
- Two Initial Public Meetings – February 2016
- Five Technical Reports
- Four Customer Conversations – May/June 2016
- Town Hall – July 2016
- Westside and Eastside Neighborhood Coalition Meetings – July/August 2016

### Water Authority Board Updates

Public presentations were made to the Water Authority Board during their regular meetings in September 2015, January 2016, March 2016 and May 2016. The Water 2120 Plan was introduced to the Water Authority Board in August 2016. The presentations to the Board including demand, supply, climate change, groundwater reserve management plan, alternatives, range of potential supply gaps, and supply portfolios to fill the medium demand/medium supply gap.

### Technical Customer Advisory Committee (TCAC) Meetings

The Water Authority Board established a citizen board consisting of nine members of the public to meet and discuss important water policy and other important matters of the Water Authority. There were fourteen meetings over two years working collaboratively with the TCAC on the update to the 2007 Water Resources Management Strategy (WRMS). Extensive presentations were provided and five technical documents were produced for review and comment. The documents produced were as follows:

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- Chapter 6 – Filling in Future Gaps in Supply

There were more than 1,300 comments received and addressed from the TCAC on the documents which were posted and available to the public on the Water Authority's website starting in June 2016 with Chapter 6 posted prior to the Town Hall meeting. The TCAC recommended adoption by the Water Authority Board of the new policies at the August 1, 2016 meeting.

## Two Initial Public Meetings

The Water Authority hosted two public meetings (around 40 participants) in February 2016 to provide the public with the opportunity to discuss the need for a new 100-year water supply plan and to provide feedback on the plan prior to the plan elements and alternatives established. The meetings went very well and overall there was very positive feedback on discussing what the new plan might consist of.

## Four Customer Conversations

There were four customer conversations held in May and June 2016 (about 200 customers). These meetings were held over a two hour period and provided our customers the opportunity to provide feedback on a number of topics related to the new water supply plan. The meetings included a presentation on the update and status of the development of the plan, followed by two exercises examining several alternatives in an effort to afford our customers the opportunity to experience what it was like trying to fill the supply gaps.

The customers were separated into groups at tables where they were provided three different supply scenarios (historical, central tendency climate change, and hot-dry climate change along with a water conservation alternative. Given the gaps presented to them, they worked together to select alternatives based on a variety of criteria including the amount of water they would provide, environmental and financial impact to name a few. The selected alternatives provided an opportunity to obtain productive feedback about customer choices. For example, the customers really liked the idea of capturing and using stormwater as a future alternative water supply. Based on that feedback, we added stormwater as a component of Portfolio 1.

## Town Hall

The purpose of the Town Hall was to obtain community input on the revised policies to ensure a safe and sustainable water supply into the future. The Water Authority seeks to reach its water resources management decisions through a public process so that they may reflect community values. The Town Hall brought significant input regarding community values and priorities and how they can be reflected in water resources activities.

The Town Hall was held July 22<sup>nd</sup> and over 200 customers attended the four hour meeting. The morning was spent in informational plenary sessions where customers learned about different elements of the proposed strategy and were able to ask questions of the presenters. The afternoon was spent in small groups discussions led by individual facilitators and recorders to gather input on customer preference on supply alternatives and proposed policies. Water Authority staff were also circulating through the small group sessions to address questions on the strategy as they arose. The close

of the meeting brought all the participants back together for a report out on the results of their small group discussions. Customer preferences for supply alternatives were very similar to the preferences expressed in the Customer Conversations. Results of the Town Hall meeting are in the appendix.

#### Westside and Eastside Neighborhood Coalition Meetings

The Water Authority presented the new 100-year water supply plan to members of five different neighborhood coalitions including the Westside Coalition of Neighborhoods and five Eastside Coalition of Neighborhoods. The plan was presented and questions and answers were provided to give another opportunity for public feedback on the plan.

# Policies

## A. Water Budget Planning and Reporting

**POLICY A.** The Water Authority shall utilize an adaptive management approach to water resources planning and reporting. The water budget established shall be reported annually to the Water Authority Board and updated no less than every five years.

*RATIONALE: The Adaptive Management Approach (AMA) adopted as part of the 2017 WRMS is intended to provide an iterative process by which supply and demand can be re-evaluated as needed in the future. The intent of AMA is to provide an iterative process for robust decision-making in the face of uncertainty, with the aim of reducing uncertainty over time via monitoring. Since both supply and demand projections are uncertain and may be revised in the future, AMA allows for re-evaluation of currently-identified predicted supply gaps, and subsequent revision of these gaps, if necessary. Future revisions to the supply and demand analyses including continued examinations of climate change may be made based on new technical understanding, availability of new technical tools, and/or revisions to current predictions of supply and/or demand. A key aspect of the Water Authority's AMA will be monitoring groundwater levels in the Groundwater Reserve.*

### **SUB-POLICIES:**

1. The Water Authority should update the Water Resources Management Strategy using the best available science following the Adaptive Management Approach (AMA) every ten years or more frequently as requested by the Water Authority Board.
2. The Water Authority shall report on an annual basis to the Water Authority Board to provide a water budget for the upcoming year which includes estimated groundwater and surface water use along with estimated non-potable water reuse.
3. The Water Authority shall report to the Water Authority Board every five years regarding the aquifer level and the projected level for the next five years as compared to the groundwater management level established in Policy C.

## **B. Fully Utilize and Protect Existing Water Rights and Water Resources**

**POLICY B.** The Water Authority shall protect its right to fully use its San Juan-Chama and Rio Grande surface water as a direct water supply and transition to other renewable supplies when available and appropriate. The Water Authority shall limit the use of groundwater except when exercising wells, providing supply during peak demand periods or when surface water supplies are not available (e.g., droughts).

*RATIONALE: The Water Authority holds the rights to about 26,396 acre-feet of vested and acquired Rio Grande water rights and 48,200 acre-feet of San Juan-Chama water. Meeting future water demands will require full utilization of these water rights and resources, including the increasing volume of excess wastewater which will be available for reuse. A safe and sustainable water supply for the Water Authority is based on using the existing water rights and resources which will reduce the need for long-term acquisition of additional water supplies. This involves using groundwater and limiting the long-term use of the aquifer to preserve a portion for future generations while preserving the right to fully utilize our groundwater permits during droughts and when surface water supplies are unavailable.*

### **SUB-POLICIES:**

1. The Water Authority shall take all the necessary steps to protect its existing water rights and water resources.
2. The Water Authority should utilize a combination of renewable supplies including the groundwater reserve, direct diversion of San Juan-Chama and native surface water, industrial and municipal effluent, impaired groundwater and recycled water.
3. The Water Authority should utilize all available excess return flows as part of a reuse and recycling plan that consists of aquifer storage and recovery, indirect potable and non-potable reuse.
4. The Water Authority should prepare for a basin adjudication or seek alternative legal strategies (negotiated settlements) in addition to the traditional adjudication process.

## C. Establish and Maintain a Groundwater Reserve

**POLICY C:** The Water Authority shall establish a groundwater reserve that maintains sufficient water in aquifer storage to provide water supply during catastrophic drought or other unforeseen, largely unquantifiable events. The groundwater reserve shall be accessible without causing adverse impacts to the aquifer and shall be partitioned into a safety reserve and a working reserve. The safety reserve is that portion of the groundwater reserve prudently maintained for emergency use only, while the working reserve is the balance of the groundwater reserve above the safety reserve. A management level goal of aquifer drawdown shall be set within the working reserve. The management level provides explicit operational guidance to the implementation of Policy B in that it balances full utilization of the Water Authority's existing water rights with no long-term change in groundwater storage.

*RATIONALE: The aquifer is generally rising throughout the Middle Rio Grande. This began in 2008 with the implementation of the Drinking Water Project. The water levels are expected to rise for more than a decade longer and it is important to develop and implement an explicit policy for managing the aquifer in the future to prevent a return to pre-1997 practice under which continuing drawdown was unsustainable. This augmented Policy C makes minimal nomenclature changes to the 2007 Policy C and adds specific language to guide management of the aquifer itself.*

### SUB-POLICIES:

1. The reserve terminology should be implemented by reference to average level of drawdown in Water Authority wells from pre-development conditions as currently defined by the Office of the State Engineer's Administrative model. Accordingly, the initial 2017 reserve settings should be:
  - a. Groundwater Reserve. This reserve extends from fifty feet of drawdown to three hundred feet of drawdown, the latter constituting the threshold of irreversible subsidence.
  - b. Safety Reserve. That portion of the Groundwater Reserve extending from two hundred and fifty feet of drawdown to three hundred feet of drawdown.
  - c. Working Reserve. The residual portion of the Groundwater Reserve extending from fifty feet of drawdown to two hundred and fifty feet of drawdown.
  - d. Management Level. This is set at one hundred and ten feet of drawdown from pre-development conditions as determined by examining a variety of groundwater and monitoring wells. This new management level will maintain seventy percent of the Working Reserve.
2. If drawdown in the Working Reserve should fall below the Management Level, then projects should be implemented to add supply to the Water Authority portfolio to restore it to the Management Level.



## **D. Update and Maintain the Water Conservation Strategy**

**POLICY D.** Implementation of the Water Conservation Plan has been a key aspect of the success of the 2007 Water Resources Management Strategy. Continued progress in conservation to achieve a gallons per capita per day (GPCD) water usage of 110 will further extend our water supplies even in the face of climate change. The Water Authority shall utilize the conservation program to reduce GPCD to 110 by 2037.

*RATIONALE: Water conservation has proven to be a powerful tool for managing water resources over the past twenty years. GPCD has been reduced from 250 in 1995 to 127 in 2015. This has led to an overall reduction in production from approximately 125,000 acre-feet in 1995 to approximately 98,000 acre-feet in 2015. Further water conservation efforts over the 100-year planning period are a key element to secure a resilient, affordable water supply for the Water Authority's service area. In addition to representing wise stewardship and management of our water resources, successful implementation of an effective conservation plan is required by the State for obtaining future permits and funding water projects.*

### **SUB-POLICIES:**

1. Conservation is the primary way in which customers participate in extending the need for additional water resources. The Water Authority shall continue its public outreach efforts to involve all customer classes in water conservation efforts.
2. The Water Authority shall update the Water Conservation Plan consistent with the 110 GPCD goal.
3. The Water Conservation Plan shall be updated at least every ten years and shall be reviewed annually so that updates to incentive, education and deterrent programs can be kept current with program needs.
4. The Water Authority shall work with the City and County to foster the efficient management and use of water in development and infrastructure.

## **E. Support Regional Water Resources Planning and Management**

**POLICY E.** The Water Authority shall pursue efforts to enhance regional water resources planning and management activities within the Middle Rio Grande Valley. The Water Authority shall work cooperatively with its neighbors—the Pueblos, the Middle Rio Grande Conservancy District, Middle Rio Grande Valley cities and counties, and involved state and federal agencies. The Water Authority shall continue to be involved in and monitor the progress of regional and interstate water management initiatives that may affect the Water Authority and the region.

*RATIONALE: The Water Authority recognizes the need to work in cooperation with other entities that share use of the Middle Rio Grande Valley's water resources. Regional water resources planning needs to address uses for public and domestic water supply, irrigated agriculture, livestock, commerce, industry, fish, recreation and wildlife. The Water Authority, neighboring jurisdictions, and other water users need to work with State, regional, and federal agencies with water management responsibilities.*

### **SUB-POLICIES:**

1. The Water Authority shall continue its proactive role to ensure that the necessary technical investigations with U.S. Geological Survey and others are completed efficiently and expeditiously and that they result in an improved understanding of surface and groundwater.
2. The Water Authority is committed to seek common solutions within a regional context. The Water Authority shall work with others in the Middle Rio Grande Valley on updates and implementation of the Regional Water Plan.
3. When appropriate, the Water Authority should share their experience in groundwater management to assist other planning efforts in transitioning to renewable supplies and to limit long-term groundwater usage.
4. The Water Authority shall work with federal and state agencies including the U.S. Bureau of Reclamation, U.S. Army Corps of Engineers and U.S. Bureau of Land Management, the New Mexico Office of the State Engineer and the Interstate Stream Commission to continue to find common solutions for water management on the Rio Chama and the Rio Grande.
5. The Water Authority shall collaborate with the Middle Rio Grande Conservancy District (MRGCD) to develop and implement a plan to support and promote agriculture in the Middle Rio Grande.

6. The Water Authority shall promote and develop green infrastructure including storm water infrastructure to promote efficient water resources management and aquifer storage.

## **F. Utilize Conjunctive Management and Diversify Water Resources Portfolio**

**POLICY F.** The Water Authority shall enhance the resiliency and sustainability of the water supply by effectively combining the use of surface water, recycled and reclaimed water, the shallow and deep aquifer, and other supplies as needed to meet current and future demand.

*RATIONALE: Enhancing the efficiency of the Water Authority's water use, requires conjunctive management and use of all available resources: surface water for municipal and industrial supply and for irrigation, groundwater for exercising wells, peaking, and when surface water supplies are not available (e.g., drought), ASR for municipal and industrial supply, and other supplies as available.*

*Reclamation and reuse of existing water supplies, where economically feasible and protective of human health and the environment, represents a method of maximizing and increasing the usefulness of a limited water supply. Consideration must also be given to satisfying the return flow needs of the Rio Grande from water-rights-permitting, Rio Grande Compact Compliance and environmental standpoints.*

*The use of groundwater will always be a key component of the Water Authority's supply portfolio. Following a conservative Groundwater Management Plan that limits long-term groundwater production and establishes a Safety Reserve positions the Water Authority for indefinite use of the aquifer while maintaining a significant volume of water for unforeseen events. Using the Water Authority's surface water and other sources for municipal and industrial supply will protect the aquifer so that it is available to meet seasonal peak demands and when surface water is not available (e.g., drought). Without a groundwater component of supply, the Water Authority would need to abandon use of significant investment in groundwater assets and transition to expensive additional surface water storage facilities adding larger and more costly treatment facilities to meet seasonal peak demands.*

*Aquifer storage and recovery is a key component of balancing groundwater use during times when surface water is not available (e.g., droughts). Using stored surface water during these times will reduce overall long-term use of groundwater during the planning period. In Albuquerque, this requires artificial recharge of the aquifer with deep recharge wells. It is essential that this capability be expanded. Stored surface water will not increase overall groundwater use because there will always be a need to utilize groundwater to exercise wells or to meet seasonal peak demands which will provide the native water component needed to facilitate use of imported San Juan-Chama water.*

*In addition, the Water Authority should be opportunistic in utilizing other sources to extend supply that may not always be available. These sources could include relinquishment credit water, contaminated groundwater, excess San Juan-Chama water and native flood flows in addition to leased San Juan-Chama water. Each of these sources has been available for use in the Middle Rio Grande in the past and may be available for limited use in the future. Utilizing these sources extends supply by saving other resources for future use.*

## **SUB-POLICIES:**

1. The Water Authority shall use various sources of supply (potable and contaminated groundwater, surface water, reuse water, etc.) to meet demand over the planning period. The quality of the water supplied will be matched to its use to reduce treatment costs and to optimize available excess supplies when available.
2. The Water Authority shall prepare and implement plans to utilize water sources that are typically only available sporadically (excess San Juan-Chama water, relinquishment credit water, etc.).
3. The Water Authority should investigate and enter into agreements for short-term leases in times when wet water is available to be stored and used during times of drought and for aquifer recharge.
4. The Water Authority shall develop a reuse and recycling master plan to address current and future reuse demand, excess available wastewater supplies and the associated infrastructure needs over the planning period.
5. The Water Authority shall use pumping from the aquifer to meet seasonal demands, well exercising and when surface water is not available (e.g., droughts).
6. The Water Authority shall continue to develop and implement methods to store available surface water and other reuse supplies in the aquifer and to recover it from storage as needed to meet current and future demands.
7. The Water Authority should develop and implement the use of storm water and native water flood flows when supplies are available considering permitting and environmental criteria along with Rio Grande Compact Compliance.

## **G. Develop and Implement Long-Term Water Resources Acquisition Plan**

**POLICY G.** The Water Authority shall pursue a portfolio of potential additional sources of supply.

*RATIONALE: Establishing and maintaining a groundwater reserve (Policy C) will require the Water Authority to rely less on the local aquifer and to secure additional sources of supply to meet future demands. A more diversified water supply portfolio that includes more renewable sources is essential to provide a resilient and sustainable water supply that can meet customer demands in perpetuity.*

*While this Water Resources Management Strategy does not contemplate the need for acquisition of additional supplies, the Water Authority should continue to pursue these additional supply sources over the long-term which will allow the Water Authority to be ready when those supplies become available. Full consideration will be given to the financial implications in addition to the regional context including agricultural and environmental issues.*

### **SUB-POLICIES:**

1. The Water Authority should seek legislation to allow for water leasing and banking on a local, regional and interstate basis.
2. The Water Authority should continue to develop the potential for use of brackish groundwater as a future supply considering financial, environmental and carbon footprint criteria.
3. The Water Authority should stay active in evaluating other water rights transfers in the Middle Rio Grande and should take proactive stances when necessary.
4. The Water Authority should investigate the opportunity to import water supplies outside of the Middle Rio Grande when available considering financial, environmental and other criteria.
5. The Water Authority shall discontinue acquisition of native pre-1907 water rights.



## **H. Implement the Water Quality Protection Policy and Action Plan**

### **POLICY H. The Water Authority shall take steps to fully implement the Water Quality Protection Policy and Action Plan.**

*RATIONALE: The Albuquerque/Bernalillo County Water Quality Protection Policy and Action Plan (County Resolution No. AR 121-93 and City Enactment No. 81-1994) is another cornerstone of this Water Resources Management Strategy. The Water Authority revised the Groundwater Protection Policy and Action Plan in 2009 to add surface water protection measures, recognizing the use of San Juan-Chama water as a primary drinking water source. Protection of both groundwater and surface resources from known or potential sources of contamination is essential for maintaining a safe drinking water supply and aquifer storage and recovery program. Their protection from contamination is of paramount importance.*

#### **SUB-POLICIES:**

- 1.** The Water Authority should continue to be proactive in identifying potential water quality threats to surface and groundwater resources and should implement programs to the extent possible to protect the water resources in the MRG.
- 2.** The Water Protection Advisory Board (WPAB) shall provide annual updates on the implementation of the Water Quality Protection Policy and Action Plan (WQPPAP) to the Water Authority Board through submission of the Annual WPAB Reports and presentations at regular WPAB meetings.
- 3.** The Water Authority shall provide pertinent information regarding updates to the water resource management strategy activities to the WPAB during its triennial review of the WQPPAP implementation activities.
- 4.** The Water Authority should consider the occurrence, fate and potential treatment of emerging contaminants in current and future water supplies and should actively participate in research which will become more important as the availability of water resources becomes more constrained.
- 5.** The Water Authority should coordinate with the City, County and State to maintain the quality of groundwater and surface waters.

## **I. Protect and Enhance Storage of Native, San Juan-Chama Water and other water resources**

**POLICY I.** The Water Authority shall protect the rights to store native, San Juan-Chama and other water resources including reuse and recycled water in a variety of storage facilities including Heron, Abiquiu and Elephant Butte Reservoirs. The Water Authority should seek additional off-channel storage capacity locally or within the Middle Rio Grande as needed to maximize the use of excess wastewater or other water resources in the future.

### **SUB-POLICIES:**

1. The Water Authority should protect and enhance its storage rights in Abiquiu Reservoir for native and San Juan-Chama water which will provide opportunities to continue to cooperate with environmental, local, state and federal entities to maximize the benefit for the MRG.
2. The Water Authority should examine the need for additional short and long-term off-channel storage locally and within the MRG to be prepared when excess San Juan-Chama water, native flood flows, or other water resources are available.
3. The Water Authority should consider the aquifer as a reservoir to be used conjunctively with above-ground storage to optimize the use of current and future water supplies.
4. The Water Authority should develop and implement a Rio Grande Compact pool within the Water Authority storage space working with the Interstate Stream Commission (ISC) and the Office of the State Engineer (OSE).
5. The Water Authority should continue providing space in Abiquiu Reservoir for environmental purposes.
6. The Water Authority should seek long-term storage of San Juan-Chama water in Elephant Butte Reservoir.

## **J. Protect Valued Environmental and Cultural Resources**

**POLICY J.** The Water Authority shall identify and provide resources to preserve and protect valued environmental resources of the region. The Water Authority shall work independently and in partnerships to ensure that its activities do not irreparably harm the aquifer, river, Bosque, source watersheds and the cultural resources.

*RATIONALE: The regional aquifer, Bosque and Rio Grande are exceptional resources of great economic, ecological, aesthetic and cultural value. The Water Authority should cooperate to develop and implement environmentally conscious water resource development activities that protect the environmental and cultural values of our community.*

### **SUB-POLICIES:**

1. The Water Authority should continue to participate in the Endangered Species Collaborative Program and Recovery Implementation Efforts for multiple species in the MRG.
2. The Water Authority should encourage the State to recognize instream flows as a beneficial use.
3. The Water Authority should consider the impacts on environmental and cultural resources when implementing new water resources projects and take appropriate steps to mitigate unavoidable effects.
4. The Water Authority should work collaboratively and provide funding to protect and restore watersheds of the San Juan-Chama and Rio Grande.
5. The Water Authority should work with the City, Middle Rio Grande Conservancy District and others to protect and enhance the Rio Grande State Park and the Bosque.
6. The Water Authority should work with the City and County to provide incentives to increase beneficial tree canopy coverage within Bernalillo County and the MRG.

## **K. Preserve and Enhance the Quality of Life in the Region**

**POLICY K.** The Water Authority seeks a Water Resources Management Strategy that will preserve and enhance the quality of life within the region. The implementation of the Water Authority's water resources strategy will take advantage of opportunities to enhance the quality of life in the region whenever possible.

*RATIONALE: As the largest water utility in New Mexico, the Water Authority recognizes its obligation to protect and enhance the quality of life within the region. Factors influencing quality of life include continued socioeconomic growth and development, support of public amenities, healthy ecosystems and green spaces, and minimizing environmental impacts. The Water Authority will provide sustainable water services to meet indoor demands, optimize efficiency of outdoor demands by utilizing recycled, reused and non-potable supplies, and return quality water to the Rio Grande for downstream users in the region.*

### **SUB-POLICIES:**

1. The Water Authority shall work with the City of Albuquerque, Albuquerque Public Schools, Bernalillo County and others to ensure that green spaces (parks, golf courses, athletic fields, etc.) are water efficient and provide incentives where appropriate.
2. The Water Authority should continue to reduce its carbon footprint by taking advantage of opportunities to reduce the energy usage of current infrastructure and by building new infrastructure with energy efficiency in mind.
3. The Water Authority shall expand its current green energy projects (solar and biogas) and implement additional green energy projects to reduce its water and energy footprints.

## **L. Link Land Use Planning with Water Management**

**POLICY L.** The Water Authority shall coordinate and cooperate with the City, County and all other entities with planning authority to integrate water management policies with land use decisions. The Water Authority recognizes that managing the use of groundwater while conserving and using existing water resources including maximizing the use of excess resources when available should significantly reduce acquisition of new supplies to serve future customers.

*RATIONALE: With the membership of the Water Authority consisting of elected officials from the City of Albuquerque, Bernalillo County and Village of Los Ranchos, future growth and development in the region requires coordination to integrate land use, transportation, infrastructure, economic improvement, urban infill and planning efforts with water resources management.*

### **SUB-POLICIES:**

1. The Water Authority should work with the City and County to update the Albuquerque/Bernalillo County Comprehensive Plan and/or other plans to ensure that system expansion is concurrent with infrastructure service levels and that the extension of facilities and services be phased in an efficient and orderly manner.
2. The Water Authority should ensure that its capital planning process is based on the City and County growth and development master plans so that land use and infrastructure policies are consistent.
3. The Water Authority should support the increase of urban building densities and infill development consistent with adopted land use plans as higher density development uses less water.
4. The Water Authority should encourage the City, County and State to adopt low-water-use Building Codes and low-water-use landscaping standards for all new construction.
5. The Water Authority should continue its review process so that each new residential, commercial, industrial and institutional development will have a resilient, sustainable water supply.

## **M. Encourage and Facilitate Public Involvement**

**POLICY M.** The Water Authority shall continue its education programs for both children and adults to keep the public informed about the choices and tradeoffs involved in making water management decisions and invite public comment and participation in implementation of these policies.

*RATIONALE: When the Water Authority partners with the public, the educated public can help shape the policies that are the foundation of the Water Resources Management Strategy. The public then contributes to the successful implementation of water resource management solutions, because they have been part of their design. Children who attend Water Authority field trips will know the value of water and be wise stewards of our resources for many years to come.*

### **SUB-POLICIES:**

1. The Water Authority shall continue its water resource education programs and field trips to teach children the importance, value and appropriate use of water in the region.
2. The Water Authority shall continue its interactive public meeting process to give customers information and get their input on upcoming programs, policies and projects.
3. The Water Authority shall continue its adult education programs so that all customers can participate in a resilient and sustainable water supply.
4. The Water Authority shall continue to partner with real estate, design, building and construction groups, building managers, etc. to educate their membership concerning water resources.
5. The Water Authority shall continue its current marketing and public relations campaigns to keep everyone in the service area informed about effective water resource management.
6. The Water Authority shall continue its process of involving the public in updates to the Water Resources Management Strategy in all future updates to the strategy.



# Strategy for Use of Existing Supplies

This section describes the Water Authority's strategy for using the existing supplies to provide a safe and sustainable water supply for the next 100-years.

## **A. Use of Groundwater**

The aquifer will no longer be the primary source of water as we have successfully transitioned to using our San Juan-Chama water along with reuse/reclamation projects. Under the new groundwater management reserve policy, groundwater will be used when surface water is not available (e.g., droughts), well exercising and to meet peak demands. As population increases over time, groundwater use will increase, but the Water Authority's policies are to implement projects over the 100-year timeframe to minimize long-term use of the aquifer to stay at or above the groundwater management level. The aquifer is rising and is projected to rise for another decade or two which will be monitored using both existing groundwater monitoring wells and production wells. The combination of less groundwater use along with aquifer storage and recovery will provide a long-term source of water for this community for many decades to come.

## **B. San Juan-Chama Drinking Water Project (DWP)**

The San-Juan Chama Drinking Water Project (DWP) has been operational since December 2008. The DWP was slowly implemented into the system over the first three to four years to address potential chemical compatibility issues and water quality concerns that have plagued other municipalities (e.g., Tucson, AZ and Flint, MI). The DWP will be our primary source of supply over the next ten years and many decades to come. However, consumptive use in the Water Authority system has reduced to less than 40,000 acre-feet per year which means that we must implement additional aquifer storage and recovery projects to store San Juan-Chama water for use when surface water is not available.

The OSE permit has many conditions that limit the Water Authority's ability to utilize San Juan-Chama water especially during low flows commonly associated with droughts in the Middle Rio Grande. During those times, the Water Authority will shutdown the DWP and utilize groundwater or stored San Juan-Chama water when the large scale ASR projects are on-line and operational. San Juan-Chama not used during one year will be stored and be available for the following year(s) depending on hydrology conditions. Based on the OSE conditions and our current water usage patterns, the Water Authority can most likely meet about 70% of demand using the DWP with no interruptions due to low flows or other unscheduled events. For the next few years and sometime after that, the target will be to use at least 70% surface water and potentially more when the large scale ASR projects come on-line and water is stored which can be used to meet peak demands or when the DWP is reduced or shutdown.

## **C. Reclamation and Reuse Projects**

The Water Authority will continue to operate and maintain the two existing reuse and recycling projects. As additional customers connect, additional reuse and recycled water will be used for large turf areas and potentially industrial demands. The Water Authority is committed to additional reuse projects under this plan including connecting the two existing reuse systems on

the eastside of the Rio Grande, construction of a new reuse system on the Westside and an additional system to treat effluent for reuse near Mesa del Sol.

#### **D. Aquifer Storage and Recovery**

The Water Authority has implemented the Bear Canyon Arroyo aquifer storage and recovery project. That project can provide about 1,000 acre-feet of supply over a two year period until changes are made as planned to connect the Northside Reuse system to the Southside Reuse system whereby non-potable municipal effluent can be used for irrigation and more water will be available for infiltration of San Juan-Chama water during the winter months.

The Large Scale ASR project is underway with the permit submitted to the OSE and approval from NMED for the demonstration project. Under this project, purified San Juan-Chama water will be injected directly into the aquifer via the construction of a new well and also through infiltration via a newly constructed vadose system well. Water stored during the winter months will be available for recovery from the new well during the summer months. The demonstration project will attempt to get up to 5,000 acre-feet of water into the aquifer annually and then recovery that amount later in the same year or store it for future withdrawal.

## **Appendix A**

### **2016 Water Resources Town Hall Report**

# 2016 Town Hall



Albuquerque Bernalillo County  
**Water Utility Authority**



# Town Hall

## July 22, 2016

### Introduction

The Water Authority conducted a four hour Town Hall on July 22, 2016 that focused on the update to the Water Resources Management Strategy (now called Water 2120: Securing our Water Future) and the Policies to implement the strategy. The meeting was held at the Uptown Marriot in Albuquerque and hosted over 200 customers.

The Town Hall (Agenda – Attachment D) opened with two presentations in plenary to provide background information on:

- Future Supply Alternatives
- Water Resource Policies

The Town Hall participants were then divided into ten groups and with the support of professional facilitators and recorders were asked to participate in the below activities.

- Activity 1: Prioritizing Future Supply Alternatives
- Activity 2: Focused Input on Four Water Resource Policies.

### ACTIVITY 1

The small groups first reviewed the supply alternatives commenting on those alternatives they most liked and why. They were then given six marbles to place in plastic cups labeled with the name of each alternative. They were asked to place 3 marbles in their first choice, two in second, and one in third.

### ACTIVITY 2

The goal of Activity 2 was to review four key policies for discussion and input (Attachment E). The four policies were:

- Policy B: Fully Utilize and Protect Existing Water Rights and Water Resources
- Policy D: Update and Maintain the Water Conservation Strategy
- Policy J: Protect Valued Environmental and Cultural Resources
- Policy M: Encourage and Facilitate Public Involvement

## Small Group Work



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Group A

Ed McCorkindale, *Facilitator*

Lily Gates, *Recorder*

## ACTIVITY 1

## #2 – Connect Southside Reuse to Northside with Expansion in the Middle

- Like: It's low cost and is relatively well balanced.

### #3 – Lease Additional San Juan — Chama Water

#### #4 – Interbasin Transfer

- Concern: It's expensive.

## #5 – Indirect Potable Reuse

- Like: It has worked in other places. We already have the resources.
- Like: We already have the plant.



#### #6 – Rio Grande Compact Relinquishment Credit Water

- Concern: Issues with Texas and the amount of water we gave to them

#### #7- Brackish Groundwater

- Concern: It's the most expensive and it's just "a last resort".

#### #8 – Stormwater Capture

- Like: It's environmentally friendly and we might as well take advantage of it.

#### #9 – Additional Reuse — Westside/Eastside and ASR

#### #10 – Watershed Restoration

- It's good for insurance.

#### General

- We should promote xeriscaping.
- Continue educating public about where water comes from (especially adults)

#### What is the relative priority of alternatives after the vote?

- Aquifer Storage and Recovery
- Connect Southside to Northside with Expansion in the Middle
- Stormwater Capture

## ACTIVITY 2

#### POLICY B:

##### **CONCERN:**

- Will our water rights conflict with other city's water rights?

#### POLICY D:

##### **LIKE:**

- Should encourage xeriscaping

#### POLICY J:

##### **LIKE:**

- Key sub policies: J-4 and J-6

**LIKE:**

- On which sub-policies should we focus our educational efforts with the public to build understanding and support? Why?**

- ### What types of outreach are most effective?

- 

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Scott McKittrick, *Facilitator*

Raye Myers, *Recorder*

## #1 – Aquifer Storage and Recovery

- ## #2 – Connect Southside Reuse to Northside with Expansion in the Middle

- 30

- Like: Is low cost and efficient
- Question: Why is the environmental impact less? Is it due to new infrastructure?

### #3 – Lease Additional San Juan — Chama Water

- No comment.

### #4 – Interbasin Transfer

- No comment.

### #5 – Indirect Potable Reuse

- No comment.

### #6 – Rio Grande Compact Relinquishment Credit Water

- No comment.

### #7- Brackish Groundwater

- No comment.

### #8 – Stormwater Capture

- Like: Has impressive yield
- Like: The cost is negligible.
- Like: It is an easy resource to capitalize on.
- Comment: Nature gives us the water, so let's make use of it.

### #9 – Additional Reuse — Westside/Eastside and ASR

- No comment.

### #10 – Watershed Restoration

- Like: Provides long-term environmental benefits
- Like: Protects water quality and is available
- Comment: We should protect what we have and be proactive.

### General

- Do these alternatives only apply to the source of the water and not the uses?
- Why is it the law that we can only have water for 96 hours after a power outage?
- We should use what we have by capturing stormwater.
- We should protect what we have, which is why it is proactive to go with the Watershed Restoration alternative.
- Why can't we do all of these alternatives?

- How does the Water Authority interact with PNM?
- What percent of the water goes where/for what purpose?

What is the relative priority of alternatives after the vote?

- Aquifer Storage and Recovery
- Connect Southside Reuse to Northside with Expansion in the Middle
- Stormwater Capture
- Watershed Restoration

## ACTIVITY 2

POLICY B:

**COMMENTS:**

- Every resource has different people and purposes associated with it.
- There needs to be an introduction that says it is a plan and more education so that people are aware of it and see that it's written down somewhere (in regard to all of the policies and goal of 110 GPCD).

**QUESTIONS:**

- Are there things we need to do now that are more forward-thinking?
- Are these policies permanent?
- What are the water rights related to the Juan-Chama River?
- Why would we need alternative legal strategies (in reference to sub-policy 4)?

**SUB-POLICIES MISSING:**

- None

POLICY D:

**QUESTIONS:**

- Is it always the case that conservation is the cheapest thing to do?
- How do the conservation efforts of the Water Authority compare to other desert communities and conservation goals?
- What can you attribute the success of Albuquerque water conservation to?
- How are agriculture, reduction (of resources), and growth (population) bringing the volume numbers down?

**SUB-POLICIES MISSING:**

- None

## POLICY J:

### QUESTIONS:

- Would this policy include restoration in the Bosque?
- J-6: Are there environmental benefits of tree canopy coverage other than quality of life?

### LIKE:

- Provides watershed planning and funding
- Gives tree canopy importance
- Includes watershed protection and restoration in case of fires

### SUB-POLICIES MISSING:

- None

## POLICY M:

### LIKE:

- Like current education programs and how the Water Authority is keeping 4th graders and children in general informed—education 10 years from now, will really be able to see the impact
- The website is awesome, well designed, and is a good way to inform the public.
- Like the newsletter, very informational

### COMMENTS:

- Need to tell people that they have water when the power goes out
- Social media depends on the age and is good way to communicate with millennials.
- The app can be used more, and not many people know about it.
- Some people like paying bills electronically, so advertise that more.

### QUESTIONS:

- Do you have programs on channel 16?
- Is it the state that sets service areas where the water reaches?
- Is billing based on meter size and are there separate meter sizes based on house size?

### SUB-POLICIES MISSING:

- Try to get people focused on water usage/conservation

**On which sub-policies should we focus our educational efforts with the public to build understanding and support? Why?**

- D-2: It is important that the public understands that this is the goal so that we can try and meet it and also that we have met a previous goal.
- J-4: Agree that watershed restoration is important and not many people know about it, put information in Bosque walks
- Support water reuse but need to get a better understanding of issues and health concerns
- 

## What types of outreach are most effective?

- Provide information in with the bill because people have to open the bill anyway
- Use app/website notifications and updates on the Water Authority

**GENERAL:**

- Town hall was a very well organized event.
- Like how the Water Authority is getting high school students involved
- Think the Water Authority seems very committed and interested in public involvement
- Want the Water Authority to tell the public more about the successes
- Interested in a comparison with other cities



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Group C

Sara Douglas, *Facilitator*

Bernadette Mitchell, *Recorder*



## ACTIVITY 1

### #1 – Aquifer Storage and Recovery

- Like: A recovery process that will eventually replenish the aquifer.
- Like: It may one day put us back to the water levels we once had.
- Like: Storage is not subject to evaporation, so no water will be lost.
- Like: It has already been proven effective.
- Like: This option does not disrupt the environment.
- Like: Creates the most options for water use
- Concern: Testing standards
- 

### #2 – Connect Southside Reuse to Northside with Expansion in the Middle

- Connecting the two will give the benefit of using waste water.

### #3 – Lease Additional San Juan — Chama Water

- Concern: It took time to get these contracts in place so we should consider this option thoroughly before dismissing it.

### #4 – Interbasin Transfer

- Water can be fully consumed with a portion being returned for reuse.

### #5 – Indirect Potable Reuse

- Reclaimed highly treated water can be reused after a storage period.

### #6 – Rio Grande Compact Relinquishment Credit Water

- No comment.

### #7- Brackish Groundwater

- No comment.

### #8 – Stormwater Capture

- Like: Collects and uses another source of water
- Like: Doesn't take any water from storage

### #9 – Additional Reuse — Westside/Eastside and ASR

- Allows for more uses of waste water

## #10 – Watershed Restoration

- Like: Will help advert wildfires and protect water gains
- Like: We need to take care of the water we have.

### General

- The environment should be the most important consideration when choosing an option.

### What is the relative priority of alternatives after the vote?

- Aquifer Storage and Recovery
- Additional Reuse – Westside/ Eastside and ASR
- Connect Southside reuse to Northside with Expansion in the Middle
- Watershed Restoration
- Stormwater capture
- Lease additional San Juan – Chama water
- Interbasin Transfer
- Indirect Potable Reuse

## ACTIVITY 2

### POLICY B:

#### LIKE:

- Protecting water rights that we already have
- Actively working so water rights are not limited or lost by seeking legal strategies

#### SUB-POLICIES MISSING:

- None

### POLICY D:

#### LIKE:

- 110 GPCD is a great goal in water conservation.

#### SUB-POLICIES MISSING:

- None

### POLICY J:

#### LIKE:

- Instream flows will be seen as a beneficial use.
- Restoring and protecting the watersheds help insure that water will not be wasted.
- Very important to enhance public green areas as long it is fully accessible to the public and doesn't just benefit a small percentage (i.e. golf courses).
- Trees are very important for our environment. Will increasing the tree canopy keep us in line with the 110 GPCD goal?

**SUB-POLICIES MISSING:**

- Incentives should apply to residential areas to increase canopy and to upkeep older trees in established neighborhoods.

**POLICY M:**

**LIKE:**

- Supports youth educational programs
- Support commercials

**SUB-POLICIES MISSING:**

- None

**On which sub-policies should we focus our educational efforts with the public to build understanding and support? Why?**

- M-3: Work with neighborhood associations by having someone from the Water Authority come to HOA meetings and teach about conservation and show ways water is being wasted (i.e. over watering, washing vehicles).
- M-5: Commercials are a great reminder, but would like them to be more detailed, including how long to water.

**What types of outreach are most effective?**

- Technology and Social Media (apps, twitter, Facebook)
- Public Meetings



Ildi Oravecz, *Facilitator*

## ACTIVITY 1

- Like: It will protect the water from evaporating.
- Like: It will be good for times of drought.

- Like: We can reuse water, and get more out of it.

- Like: Accessing more for water conservation

- No input.

- Like: Reuse is an essential long term necessity.
- Like: It is the only one with no apparent issues.
- “Gross”

#### #6 – Rio Grande Compact Relinquishment Credit Water

- Like: Is all around good economically and at a low price

#### #7- Brackish Groundwater

- Concern: Alternative is not cheap

#### #8 – Stormwater Capture

- Like: If it is not used it will be polluted. This is a solution.
- Like: With the technology today we could do a lot.
- Like: The water is already there, now we just need to use it.
- Concern: Legal issues

#### #9 – Additional Reuse — Westside/Eastside and ASR

- Like: This option is all around good.
- Like: Volume
- Like: It is easy to continue.

#### #10 – Watershed Restoration

- Like: Wildfires do a lot of damage. They are less likely with this option or better controlled.
- Concern: It takes away from our drinking water projects.
- Like: It keeps some heat/sunlight off the ground that cause evaporation.
- Concern: There is not a lot of gain.
- Is this already done?

#### General

- Everyone is interested in reuse.
- Price and availability are important to everyone.

#### What is the relative priority of alternatives after the vote?

- Stormwater capture

## ACTIVITY 2

### POLICY B:

#### LIKE:

- Like everything about sub-policy 3.

- Taking advantage of everything

**CONCERN:**

- Legal issues

**SUB-POLICIES MISSING:**

- Direct potable reuse
- Water quality control, not just water policy

POLICY D:

**LIKE:**

- The fact of giving and showing small things makes people think more about water use.

**CONCERN:**

- Population will grow.
- We need to look into this more often (every other year).
- Will we be adjusting rates?
- How will we actually get there? We know the end result, just not everything in the middle.
- We need to break down the global GPCD into smaller more specialized categories (Turf, household...).

**SUB-POLICIES MISSING:**

- Requiring updated utilities

POLICY J:

**Concerns:**

- Dead trees and dirt are disturbing.
- Is this really what we want to spend money on?
- 

**Like:**

- Sub-policy 5

**Sub-Policies Missing:**

- Protecting the urban environment



## POLICY M:

**LIKE:**

- The younger you learn, the better.

**SUB-POLICIES MISSING:**

- Social media (Instagram)
- Go back to what does work and then make it better
- Get the information to everyone
- Provide more reminders on bills, websites, and everything
- Add more nonprofits on sub-policy 4.

**On which sub-policies should we focus our educational efforts with the public to build understanding and support? Why?**

- B-5: Get the information to everyone, especially the people who want to do something.

## What types of outreach are most effective?

- Social Media



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Group G

Elizabeth Phillip, *Facilitator*

Celina Hill, *Recorder*

## ACTIVITY 1

### #1 – Aquifer Storage and Recovery

- Like: Protects aquifer
- Like: Stores excess water
- Like: Has no evaporation, high yield, available and low cost

### #2 – Connect Southside Reuse to Northside with Expansion in the Middle

- No comments

### #3 – Lease Additional San Juan — Chama Water

- No comments

### #4 – Interbasin Transfer

- No comments

### #5 – Indirect Potable Reuse

- Like: Low environmental impact

### #6 – Rio Grande Compact Relinquishment Credit Water

- No comments

### #7- Brackish Groundwater

- No comments

### #8 – Stormwater Capture

- Concern: Stormwater is being wasted.
- Like: Has no evaporation, high yield, available and low cost

### #9 – Additional Reuse — Westside/Eastside and ASR

- No comments

### #10 – Watershed Restoration

- Like: Has more than one benefit

## General

- Cost was a low priority for the group.

## What is the relative priority of alternatives after the vote?

- Aquifer Storage and Recovery
- Stormwater Capture
- Indirect Potable Reuse
- Watershed Restoration

## ACTIVITY 2

### POLICY B:

#### LIKE:

- Uses something that we already have
- It is cost effective to continue work rather than to create new infrastructure.

#### SUB-POLICIES MISSING:

### POLICY D:

#### LIKE:

- Supports continuous review

#### SUB-POLICIES MISSING:

- Involve the state more
- Provide services or financial aid for homes that want to do xeriscaping or remove sprinklers but do not have the means to do it.

### POLICY J:

#### Like:

- Continues environmental efforts

#### Sub-Policies Missing:

- In addition to taking out non-native plant species, add new plants that will be helpful.

### POLICY M:

#### LIKE:

- Makes information available

**SUB-POLICIES MISSING:**

- Gives more attention to climate change

**On which sub-policies should we focus our educational efforts with the public to build understanding and support? Why?**

- Without attention on climate change, all of our conservation efforts will be ineffective.

### What types of outreach are most effective?

- Pamphlet in their bill
- Involving neighborhood associations in the conservation and educational process
- Face to face meetings



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Group H

Karen Klein, *Facilitator*

Anna Horner, *Recorder*

## ACTIVITY 1

## #1 – Aquifer Storage and Recovery

- Like: Useful to store water and use it later, makes sense
- Like: Provides long term solution, is easy on the environment, highly available with net to low cost
- Like: Aquifer has been depleted and we've seen success restoring it so far, stick with this practice to keep water in the ground for grandkids.
- Like: We've seen success and allows water for a long time.

- Like: Is fiscally responsible
- Like: Dilutes any bad things in the water
- Like: Provides better quality water for the future
- Like: Provides water for future generations and is good for the environment
- Like: Allow more water for environment and cost is low
- If you have the first alternative, then the 8th alternative (storm water catchment) makes sense.

## #2 – Connect Southside Reuse to Northside with Expansion in the Middle

- Like: Like the description, frees up water on Northside for other purposes
- Like: Provides for reuse
- Like: New communities are being built and old communities are being rebuilt.
- Like: It improve neighborhoods, improve communities, uses routes that are already established and saves money.

## #3 – Lease Additional San Juan — Chama Water

- Like: Is low cost and a clean source

## #4 – Interbasin Transfer

- Concern: Viability of this option

## #8 – Stormwater Capture

- Like: It is good for the environment and a reasonable price.
- Cost of the alternative should be the bottom line.
- Like: keeps water out of the gutter
- Like: The practice is cost effective.
- Like: Don't like to see all that water wasted.

## ACTIVITY 2

### POLICY B:

#### LIKE:

- Continues to improve what is in place
- B-3: It is recycling and reusing
- We are fortunate to have this alternative because when there is drought we have options.

#### SUB-POLICIES MISSING:

- Capture and use stormwater as a part of using the water resources we have

- Provide understanding how we can legally capture and use rainwater and still fulfill our obligations to Texas
- Provide clear articulation of current utilization of existing water rights
- Are we fully using the rights we have?
- Policy should state if any of the current water rights haven't been adjudicated, then they need to be validated and incorporated into Water Authority.

## POLICY D:

### LIKE:

- We can adapt and change as needed.
- The Water Authority can and will stay on top of changes.

### SUB-POLICIES MISSING:

- D-3: We need equity of conservation requirements, no discounts for big business, and an even playing field where we all conserve.
- Be aware of potential high cost to consumer
- Use language that requires a buffer between sidewalks and streets to catch water run-off from watering public parks
- Improve regulations for Parks and Engineers in regards to efficient water use, such that consumers are not stuck with inefficient water use systems in their homes
- Improve options for conversation – such as xeriscaping at schools with healthy options, not artificial turf that has carcinogens
- This policy talks a lot about external changes and conservation efforts. What is the Water Authority doing internally to conserve?

## POLICY J:

### LIKE:

- More trees mean less pollution.
- Tree canopy is very important to the health of the city and protects the future for grandkids and the city.

### SUB-POLICIES MISSING:

- Involvement of boy scouts and prisoners in watershed management
- This is the desert — why do we need to have water in the river?
- Need to include the history of water and rivers in the desert
- Consider recreational use of water in Albuquerque



- Reconcile cultural use and importance of acequias with environmental impact

## POLICY M:

### LIKE:

- Rebates and lunch bring people in

### SUB-POLICIES MISSING:

- We need community representation on the board.
- Location of the meeting is very important.
- There should be more meetings downtown and throughout the city.
- Concerns about cost of this meeting – have meetings in schools, rather than in hotels
- Business representation is not present at the town hall. There needs to be more outreach to businesses to get them to attend.
- Increase age range present at the meeting
- Encourage attendees to spread the word by word of mouth, tell everyone to tell at least one person about this opportunity
- Continue to use age appropriate methods to educate young folks to help hit 2120 goals

### **On which sub-policies should we focus our educational efforts with the public to build understanding and support? Why?**

- We did not get to this

### **What types of outreach are most effective?**

- This seemed to be addressed in response to Policy M

### PARKING LOT:

- Need to understand how implementing stormwater capture requires change of state law
- Need to increase public understanding of water law — especially in regards to farms' water rights — don't use them they lose them
- This requires farmers to water fallow fields!
- How do we get out more information about the rebate for planting trees?
- Concern about water unnecessarily going down the drain
-



Susan Chaudoir, *Facilitator*

Nicki Villansenor, *Recorder*

## #1 – Aquifer Storage and Recovery

- Like: This offers good environmental protection.
- Like: This reserves water for the future. By reducing evaporation the groundwater levels increase.
- Like: This alternative is not as expensive over the long run.
- Like: Here is high volume and frequency of availability.

## #2 – Connect Southside Reuse to Northside with Expansion in the Middle

- Like: This connection creates opportunity for other alternatives and expansion in the future.
- Like: Green spaces are important for the public to enjoy, this alternative sustains the existing parks.
- Like: This is a known strategy, with known yield and evidence that it works.

## 48

#4 – Interbasin Transfer

#5 – Indirect Potable Reuse

#6 – Rio Grande Compact Relinquishment Credit Water

#7- Brackish Groundwater

#8 – Stormwater Capture

- Like: This alternative supports conservation, and if reused it can support the landscape.
- Like: Water is usable without treatment, which saves money.
- Like: It is a local supply, so it is not coming from elsewhere.
- Like: This is self-sustaining and recharges naturally.

#9 – Additional Reuse — Westside/Eastside and ASR

#10 – Watershed Restoration

- Green infrastructure requires us to focus on areas that require attention.
- The Bosque has many nonnative species.

What is the relative priority of alternatives after the vote?

- Aquifer Storage and Recovery
- Connect Southside reuse to Northside with expansion in the middle.
- Stormwater capture.

## ACTIVITY 2

POLICY B:

POLICY D:

**LIKE:**

- This is helpful if they encourage education on how to use gray water safely.
- This can be reused with no treatment and can help meet conservation goals.
- I'm very concerned about the trees. They are dying. If rates go up more trees will die.
- The trees are the personal responsibility of the individual.

## **SUB-POLICIES MISSING:**

### **POLICY J:**

#### **Like:**

- No comments

### **POLICY M:**

#### **LIKE:**

- This is currently being implemented. We are involved and participating. We are making decisions.
- We have the third largest canopy die off because education was not on trees but on lawns.
- Trees encourage mental health and provide shade.
- Technology will become available and we need aggressive education on what is out there.
- Rebates for smart controllers should be part of the strategy.
- We need education on how trees work.

### **On which sub-policies should we focus our educational efforts with the public to build understanding and support? Why?**

- Education on how to water trees correctly can help keep trees alive without wasting water.
- Knowing the meter alternatives can help customers track their use and conserve more water.
- Understanding gray water, the available systems, and how it can be used at home would be great information.

### **What types of outreach are most effective?**

- Bill inserts are not great.
- For online billing an email attachment would work great.
- Facebook and other social media work well because not many read the newspaper anymore.
- Weekly stories on the evening news can update the community on usage and other projects.
- Target all ages through a variety of avenues



### #7- Brackish Groundwater

- Concern: Is low yield, bad for environment, not available often, very high cost
- Concern: On a list it should be at the bottom.

### #8 – Stormwater Capture

- Like: Is good for environment, low cost
- Concern: Regulations would have to be changed and water is not always available.

### #9 – Additional Reuse — Westside/Eastside and ASR

### #10 – Watershed Restoration

- Like: This is most important
- When fire damage is severe, river can run black.
- Like: This is good for environment, good availability, low cost

### General

- Provide gray water at the personal scale
- “Reuse” water for recreation such as rafting on releases
- Need criteria of “time
- Has there been an increase in radio-nucleoids?
- Personal large scale conservation can have a large impact.

What is the relative priority of alternatives after the vote?

- Watershed Restoration
- Indirect Potable Reuse
- Connect Southside reuse to Northside with expansion in the middle
- Aquifer Storage and Recovery
- Stormwater capture
- Brackish groundwater

## ACTIVITY 2

POLICY B:

**LIKE:**

- It is important to keep our right to use San Juan-Chama water
- Let’s collaborate, expand it — we have neighbors

**SUB-POLICIES MISSING:**

- B-4: Clarification — could be intergovernmental

POLICY D:

**LIKE:**

- Willing to pay more for future generations

**CONCERN:**

- 110 gpcd is more than twice the world average.

**QUESTION:**

- How will Albuquerque change because of the 110 gpcd goal?
- Provide running paths, buffer around parks, and use less turf where it isn't used

POLICY J:

**Like:**

- Supports watersheds, but should be connected to H-1.

**Concerns:**

- How would this impact work on the Bosque?
- Mayor's development proposition doesn't support J.

**Sub-Policies Missing:**

- J-6: Dead trees are a fire hazard and need a beautiful tree canopy not a dead one.
- Elms have a short life.

POLICY M:

**LIKE:**

**SUB-POLICIES MISSING:**

- Place emphasis on kindergarten and elementary school, get them young
- Teach kids about planting, watering, and the water cycle (how it all works).



**On which sub-policies should we focus our educational efforts with the public to build understanding and support? Why?**

- Not much said, refer to M.

## What types of outreach are most effective?

- Advertising- water bill inserts, messages of the mayor, social media for younger people, news apps, new feeds, TV promotional stories



Las Cruces Group

Leslie Kryder, *Facilitator*

Cristina Hoberg, *Recorder*

## ACTIVITY 1

## #1 – Aquifer Storage and Recovery

- Like: Should not have #1 without #10
- Agreement: #1 and #10 need to be a pair
- With new technologies there is a possibility of capturing humidity from the air.
- Like: Prefer to save, sensible to use less
- Like: Banking for the future, not taking natural resources for granted
- Like: Volume-wise we should go with this option vs. #10.
- Like: Believe in saving, reusing, recycling
- Like: Water is not subject to evaporation and keeps aquifer from draining.

## #2 – Connect Southside Reuse to Northside with Expansion in the Middle

- Like: Increase the yield now
- Like: Low cost, long term strategy, less environmental

### #3 – Lease Additional San Juan — Chama Water

- No comments

### #4 – Interbasin Transfer

- No comments

### #5 – Indirect Potable Reuse

- No comments

### #6 – Rio Grande Compact Relinquishment Credit Water

- Question: What is the status of the State of Texas law suit about the compact? What is the amount of water they receive and potential that we will have to give them more?

### #7- Brackish Groundwater

- No comments

### #8 – Stormwater Capture

- Like: Has potential but has limitations
- Concern: The option requires dams designed for short-term storage; we cannot do this with our current design (or regulations); it will require more naturalistic treatment of arroyos because need impervious elements.

### #9 – Additional Reuse — Westside/Eastside and ASR

- Like: An economical option to build on current system

### #10 – Watershed Restoration

- Concern: Not well defined, should also promote grassland - deep root prairie grass not just trees in forests
- Like: We should do this from the beginning to protect water quality.
- Like: We could easily hire 5,000 people to clear excess deadwood/logs for watershed and forest management. This would provide both employment and economic resources.

### General

- Everyone is interested in reuse.
- Price and availability are important to everyone.

### What is the relative priority of alternatives after the vote?

- Aquifer Storage and Recovery

- Watershed Restoration
- Connect Southside to Northside with Expansion in the Middle

## ACTIVITY 2

### POLICY B:

#### LIKE:

- B-3: We need to get all use out of water instead of letting it disappear.

#### CONCERN:

- The challenge with reuse is that we don't get return flow credit when we discharge back to Rio Grande. It is a delicate balance and creates internal deficit in regards to the compact.
- B-1 is too general.

#### QUESTION:

- How are amounts of water quantified?

#### COMMENT:

- Needs main diversion channel
- Needs EPA quality water treatment facility so storm water discharged is returned through Alameda drain

### POLICY D:

#### LIKE:

- D-2: We should be able to do this before 2037. The Water Authority has done a phenomenal job.
- D-3: Comprehensive and incorporates D-2
- D-1: Good job with consumer education/rebates and water audits.
- D-3: Support updating every 10 years, especially with climate change it good to review as innovation and new ways to conserve always come up
- D-1: Educator should focus on public outreach and education because it is affordable. People need to know about water use and conservation.

#### CONCERN:

- D-4: Flesh it out better, too passive of a statement, needs to be more of a practice statement

- Work with companies like Intel to put water back into river as a more proactive strategy
- “Development and infrastructure” needs to be more active to encourage and promote better city-wide developments and plans (medians with grass).
- Reach out to other groups, public sessions, churches

#### POLICY J:

##### QUESTION:

- How does food production and agriculture impact our dependence on water? Isn't it part of the issue? We need to maintain and develop additional food supply.

##### LIKE:

- J-2 seems practical but not sure but beneficial in-stream activities on Bosque.
- Need more canoeing/fishing
- You build awareness of resources when people use them.
- Engineer flows to provide recreational opportunities and big value of water in desert

##### CONCERNS:

- Need to recognize beneficial use to include economic impact of tourism in state.

#### POLICY M:

##### LIKE:

- M-4: Glad because takes care of commercial buildings, informs managers/owners on environment in building
- M-4 and M-5: Supports partnering with builders and designers
- Passage of time is fast for children to grow to the future, children's education has great returns.

##### QUESTION:

- Can we have an educational focus on how to retrofit homes for graywater use?
- What distinguishes “shall versus “should”? Is should is more adaptive?

#### **On which sub-policies should we focus our educational efforts with the public to build understanding and support? Why?**

- Broadcast successes and tie into policy M2/5 such as national award for children's education. It should be a headline.

## What types of outreach are most effective?

- Conservation should be the focus of public announcements and be a long-term strategy.
- Place emphasis on what community has accomplished, 50% reduction in 10 years
- Albuquerque Museum exhibit shows how water is being used and how much we have reduced. Really like the exhibit.

**QUESTION:**

- Policy G-5, pre-1907 water rights: It is a bad decision to stop buying because Intel is actively pursuing/buying those water rights (as are other corporations) and so they won't stay in agricultural use just because the city does not buy them. It is contrary to good management to keep them in agriculture and to buy them and preserve them for that use.



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# Cimarron Group

Heidi Howley, *Facilitator*

Megan Lovato, *Recorder*

## ACTIVITY 1

## #1 – Aquifer Storage and Recovery

- Like: Provides frequency of availability once it's in the aquifer
- Like: " I see it working physically out of an Arroyo"
- Comment: I am willing to pay for this because I live in a desert.
- Comment: Has best returns across the board except for the cost
- Like: It has been proven to work.
- Like: It is available and that it's already been tested.
- Like: Allow water volume and has a positive effect on the environment

- Comment: This is good in all 4 categories and there are a lot of advantages to living in a desert so I am willing to pay for water.
- Environment is most important.
- Comment: The cost is okay since we live in a desert.
- Like: Protects the environment at a low cost

#### #5 – Indirect Potable Reuse

- Like: Provides huge volumes of water and is reliable
- Like: We always will have waste water available.

#### #6 – Rio Grande Compact Relinquishment Credit Water

- Like: Less costly and we can receive a credit for our water
- Like: Our storage space is good so we can hold more water.
- Comment: Cost is most important.

#### #8 – Stormwater Capture

- Like: Infrastructure is in place already and free rain!

#### #9 – Additional Reuse — Westside/Eastside and ASR

- Like: Includes alternative #1 and reuse
- Like: Provides reasonable water volume, good cost and availability

#### #10 – Watershed Restoration

- Comment: There are a lot of impacts from fires so preservation of our watersheds is important for the environment and this is low cost.
- Soil is important and we need to consider the environmental consequences in all aspects and for everyone.

#### General

- Being proactive is helpful, but who is paying for these alternatives? Who is shouldering these costs? We would like to see what is best for the community as a whole –cost wise.
- Alternatives 1 & 10 work well together.
- Comment: Should be used in conjunction with each other

#### What is the relative priority of alternatives after the vote?

- Aquifer Storage and Recovery
- Stormwater Capture
- Additional Reuse/Westside and Eastside and ASR
- Watershed Restoration

## ACTIVITY 2

### POLICY B:

#### CONCERN:

- Is there a potential threat that our water rights will be taken away?

#### SUB-POLICIES MISSING:

- We have to demonstrate that we are using our rights so “use it or lose it” needs to be made clearer.
- In Sub-policy 1, the “necessary steps” needs to be defined. What are the “steps”?

### POLICY D:

#### CONCERN:

- “I am all about conserving water, but I don’t want to preserve too much since I need to preserve trees as well.

#### SUB-POLICIES MISSING:

- Equitable use of water needs to be added to “efficiency” because water justice is important and needs to happen.

### POLICY J:

#### CONCERNS:

- Use arroyos draining north so that a north detention pond can be incorporated with the Bosque.
- Does the city have a regulation that it is required to maintain landscape?

#### SUB-POLICIES MISSING:

- “In stream flow” needs a definition.
- Sub-policy 6 needs the word sustain added to it: “sustain and increase”

### POLICY M:

#### CONCERN:

- Concern with \$80,000 spent on TV commercial

#### SUB-POLICIES MISSING:

- There should be public education added in all areas.





#1– Aquifer Storage and Recovery – **264 votes**

#2 – Connect Southside Reuse to Northside with Expansion in the Middle – **122 votes**

#3 – Lease Additional San Juan – Chama Water – **28 votes**

#4 – Interbasin Transfer – **5 votes**

#5 – Indirect Potable Reuse – **38 votes**

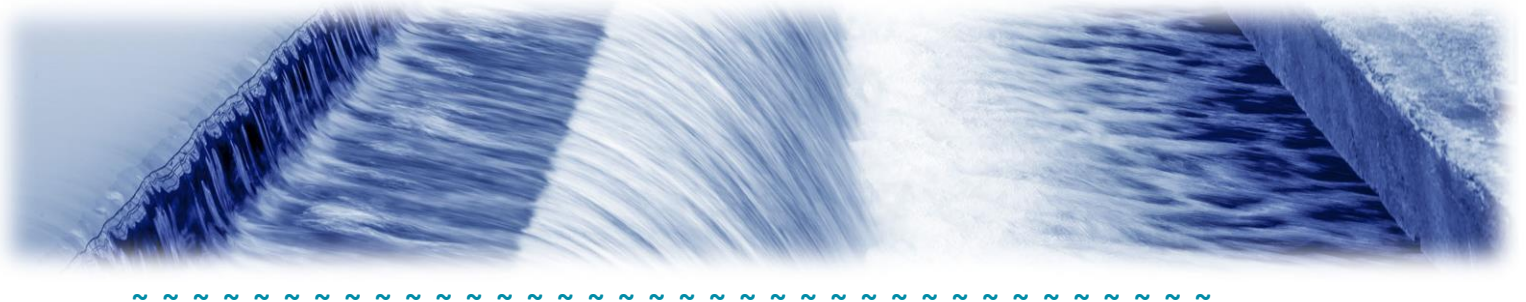
#6 – Rio Grande Compact Relinquishment Credit Water – **22 votes**

#7 – Brackish Groundwater – **9 votes**

#8 – Stormwater Capture – **125 votes**

#9 – Additional Reuse/ Westside and Eastside and ASR – **22 votes**

#10 – Watershed Management – **97 votes**



## Large Group Q and A

Questions/Comments after Presentation on Supply Alternatives:

- Need to swamp coolers with refrigerated air/using evaporative cooling as a means of conserving water
- Are some of the supply alternatives mutually exclusive?
- Did the mine spill complicate the San Juan Chama drinking water project?
- Does the Water Authority work with other agencies?
- What is the quality of the water that is stored in the aquifer?
- Why choose 135 GPCD as a goal if we are currently below that?
- Please provide information on swamp cooler thermostat rebates
- Why not plan further into the future (100 years versus every 10 for example)?
- How many actual sources of water do we have?
- How are the sources of water categorized?
- What is the security of our water supply like?
- How is the Water Authority handling heavy metals in the water supply? (testing)

#### Questions/Comments after Presentation on Water Policies:

- How much are TV commercials costing the Water Authority?
- How many water agencies are in NM and how often do you collaborate?
- Will these presentation power points be available?
- What is the extent of the Aquifer in ABQ?
- Is water going back into the aquifer when watering the lawn during good times of the day?
- Does this data include the city of Albuquerque only?
- Does the city of Rio Rancho and Intel effect our plan and aquifer?
- In collaborations with the MRGCD do you consider flood irrigation and how it recharges the aquifer?
- What is the delta between the current demands and how much do we need for high use water supply with and without conservation?
- How much money would a 1% increase in rate generate?
- What is the Cost per acre foot in respect to drops and alternatives?
- What can we do as citizens to educate on water conservation especially among young people and social media?
- There are new products of swamp coolers at the moment that can save water. The Water Authority claims six sources of water when there are only two, ground and surface, the rest is just maintenance.
- Thank you for having this, it's great to see such a great turn out.

# Town Hall Agenda 2016

July 22, 2016 • 10am–2pm

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- |               |  |
|---------------|--|
| 10:00 – 10:10 | Welcome from ABCWUA Board Chair - Trudy Jones  |
| 10:10 – 10:20 | Overview of Town Hall, Head Facilitator – Mary Davis Hamlin  |
| 10:20 – 10:30 | Video  |
| 10:30 – 11:00 | Presentation on Water 2120: Securing Our Water Future,<br>Intera Vice President – David Jordan, P.E. |
| 11:00 – 11:15 | Panel Q & A  |
| 11:15 – 11:35 | Presentation on Water 2120: Policies, ABCWUA COO -John M. Stomp III, P.E.                            |
| 11:35 – 11:50 | Panel Q & A  |
| 11:50 – 12:10 | Get lunches and go to break-out groups   |
| 12:10 – 1:30  | Break-out group activities<br>A. Future Supply Alternatives<br>B. Water Resource Policies            |

1:30 – 1:40      Return to Main Room

1:40 – 2:00      Report Out and Raffle

# Town Hall Policies

## A. WATER BUDGET PLANNING AND REPORTING

**POLICY A. The Authority shall utilize an adaptive management approach to water resources planning and reporting. The water budget established shall be reported annually to the Authority Board and updated no less than every five years.**

**RATIONALE:** The Adaptive Management Strategy (AMS) adopted as part of the 2017 WRMS is intended to provide an iterative process by which supply and demand can be re-evaluated as needed in the future. The intent of AMS is to provide an iterative process for robust decision-making in the face of uncertainty, with the aim of reducing uncertainty over time via monitoring. Since both supply and demand projections are uncertain and may be revised in the future, AMS allows for re-evaluation of currently-identified predicted supply gaps, and subsequent revision of these gaps, if necessary. Future revisions to the supply and demand analyses may be made based on new technical understanding, availability of new technical tools, and/or revisions to current predictions of supply and/or demand. A key aspect of the Authority's AMS will be monitoring groundwater levels in the Groundwater Reserve.

### SUB-POLICIES:

1. The Authority should update the Water Resources Management Strategy using the best available science following the Adaptive Management Strategy (AMS) every ten years or more frequently as requested by the Authority Board.
2. The Authority shall report on an annual basis to the Authority Board to provide a water budget for the upcoming year which includes estimated groundwater and surface water use along with estimated non-potable water reuse.
3. The Authority shall report to the Authority Board every five years regarding the aquifer level and the projected level for the next five years as compared to the groundwater management level established in Policy C.

## B. FULLY UTILIZE AND PROTECT EXISTING WATER RIGHTS AND WATER RESOURCES

**POLICY B. The Authority shall protect its right to fully use its San Juan-Chama and Rio Grande surface water as a direct water supply and transition to other renewable supplies when available and appropriate. The Authority shall limit the use of ground water except when exercising wells, providing supply during peak demand periods or when surface water supplies are not available (e.g., droughts).**

RATIONALE: The Water Authority holds the rights to about 26,396 acre-feet of vested and acquired Rio Grande water rights and 48,200 acre-feet of San Juan-Chama water. Meeting future water demands will require full utilization of these water rights and resources, including the increasing volume of excess wastewater which will be available for reuse. A safe and sustainable water supply for the Authority is based on using the existing water rights and resources which will reduce the long-term acquisition of additional water supplies. This involves using groundwater and limiting the long-term use of the aquifer to preserve a portion for future generations while preserving the right to fully utilize our groundwater permits during droughts and when surface water supplies are unavailable.

### SUB-POLICIES:

1. The Authority shall take all the necessary steps to protect its existing water rights and water resources.
2. The Authority should utilize a combination of renewable supplies including the groundwater reserve, direct diversion of San Juan-Chama and native surface water, industrial and municipal effluent, impaired groundwater and recycled water.
3. The Authority should utilize all available excess return flows as part of a reuse and recycling plan that consists of aquifer storage and recovery, indirect potable and non-potable reuse.
4. The Authority should prepare for a basin adjudication or seek alternative legal strategies (negotiated settlements) in addition to the traditional adjudication process.

## C. ESTABLISH AND MAINTAIN A GROUNDWATER RESERVE

**POLICY C:** The Authority shall establish a groundwater reserve that maintains sufficient water in aquifer storage to provide water supply during catastrophic drought or other unforeseen, largely unquantifiable events. The groundwater reserve shall be partitioned into a safety reserve and a working reserve. The safety reserve is that portion of the groundwater reserve prudently maintained for emergency use only, while the working reserve is the balance of the groundwater reserve above the safety reserve. A management level goal of aquifer drawdown set within the working reserve shall be maintained so that the groundwater reserve shall be accessible without causing adverse, irreversible impacts to the aquifer. The management level provides explicit operational guidance to the implementation of Policy B in that it balances full utilization of the Authority's existing water rights with no long-term change in groundwater storage.

**RATIONALE:** The aquifer is generally rising throughout the Middle Rio Grande. This began in 2008 with the implementation of the Drinking Water Project. The water levels are expected to rise for more than a decade longer and it is important to develop and implement an explicit policy for managing the aquifer in the future to prevent a return to pre-1997 practice under which continuing drawdown was unsustainable. This augmented Policy C makes minimal nomenclature changes to the 2007 Policy C and adds specific language to guide management of the aquifer itself.

### SUB-POLICIES:

1. The reserve terminology should be implemented by reference to average level of drawdown in Authority wells from pre-development conditions. Accordingly, the initial 2017 reserve settings should be:
  - a. Groundwater Reserve. This reserve extends from fifty feet of drawdown to three hundred feet of drawdown, the latter constituting the threshold of irreversible subsidence.
  - b. Safety Reserve. That portion of the Groundwater Reserve extending from two hundred and fifty feet of drawdown to three hundred feet of drawdown.
  - c. Working Reserve. The residual portion of the Groundwater Reserve extending from fifty feet of drawdown to two hundred and fifty feet of drawdown.
  - d. Management Level. This is set at one hundred and ten feet of drawdown which would maintain seventy percent of the Working Reserve.



2. If drawdown in the Working Reserve should fall below the Management Level, then projects should be implemented to add supply to the Authority portfolio to restore it to the Management Level.

## D. UPDATE AND MAINTAIN THE WATER CONSERVATION STRATEGY

**POLICY D. Implementation of the Water Conservation Plan has been a key aspect of the success of the 2007 Water Resources Management Strategy. Continued progress in conservation to achieve a gallons per capita per day (GPCD) water usage of 110 will further extend our water supplies even in the face of climate change. The Authority shall utilize the conservation program to reduce GPCD to 110 by 2037.**

RATIONALE: Water conservation has proven to be a powerful tool for managing water resources over the past twenty years. GPCD has been reduced from 250 in 1995 to 127 in 2015. This has led to an overall reduction in production from approximately 125,000 acre-feet in 1995 to approximately 98,000 acre-feet in 2015. Further water conservation efforts over the 100-year planning period are a key element to secure a resilient, affordable water supply for the Water Authority's service area. In addition to representing wise stewardship and management of our water resources, successful implementation of an effective conservation plan is required by the State for obtaining future permits and funding water projects.

### SUB-POLICIES:

1. Conservation is the primary way in which customers participate in extending the need for additional water resources. The Authority shall continue its public outreach efforts to involve all customer classes in water conservation efforts.
2. The Authority shall update the Water Conservation Plan consistent with the 110 GPCD goal.
3. The Water Conservation Plan shall be updated at least every ten years and shall be reviewed annually so that updates to incentive, education and deterrent programs can be kept current with program needs.
4. The Authority shall work with the City and County to foster the efficient management and use of water in development and infrastructure.

## E. SUPPORT REGIONAL WATER RESOURCES PLANNING AND MANAGEMENT

**POLICY E.** The Authority shall pursue efforts to enhance regional water resources planning and management activities within the Middle Rio Grande Valley. The Authority shall work cooperatively with its neighbors—the Pueblos, the Middle Rio Grande Conservancy District, Middle Rio Grande Valley cities and counties, and involved state and federal agencies. The Authority shall continue to be involved in and monitor the progress of regional and interstate water management initiatives that may affect the Authority and the region.

**RATIONALE:** The Authority recognizes the need to work in cooperation with other entities that share use of the Middle Rio Grande Valley’s water resources. Regional water resources planning needs to address uses for public and domestic water supply, irrigated agriculture, livestock, commerce, industry, fish, wildlife and recreation. The Authority, neighboring jurisdictions, and other water users need to work with State, regional, and federal agencies with water management responsibilities.

### SUB-POLICIES:

1. The Authority shall continue its proactive role to ensure that the necessary technical investigations with U.S. Geologic Survey and others are completed efficiently and expeditiously and that they result in an improved understanding of surface and ground water.
2. The Authority is committed to seek common solutions within a regional context. The Authority shall work with others in the Middle Rio Grande Valley on updates and implementation of the Regional Water Plan.
3. When appropriate, the Authority should share their experience in groundwater management to assist other planning efforts in transitioning to renewable supplies and to limit long-term groundwater usage.

4. The Authority shall work with federal and state agencies including the Bureau of Reclamation, Corps of Engineers and Bureau of Land Management, the State Engineer and the Interstate Stream Commission to continue to find common solutions for water management on the Rio Chama and the Rio Grande.
5. The Authority shall collaborate with the Middle Rio Grande Conservancy District (MRGCD) to develop and implement a plan to support and promote agriculture in the Middle Rio Grande.
6. The Authority shall promote and develop green infrastructure including storm water infrastructure to promote efficient water resources management and aquifer storage.

## F. UTILIZE CONJUNCTIVE MANAGEMENT AND DIVERSIFY WATER RESOURCES PORTFOLIO

**POLICY F. The Authority shall enhance the resiliency and sustainability of the water supply by effectively combining the use of surface water, recycled and reclaimed water, the shallow and deep aquifer, and other supplies as needed to meet current and future demand.**

RATIONALE: Enhancing the efficiency of the Authority's water use, requires conjunctive management and use of all available resources: surface water for municipal and industrial supply and for irrigation, groundwater for exercising wells, peaking, and when surface water supplies are not available (e.g. , drought), ASR for municipal and industrial supply, and other supplies as available.

Reclamation and reuse of existing water supplies, where economically feasible and protective of human health and the environment, represents a method of maximizing and increasing the usefulness of a limited water supply. Consideration must also be given to satisfying the return flow needs of the Rio Grande from water-rights-permitting, Rio Grande Compact Compliance and environmental standpoints.

The use of groundwater will always be a key component of the Authority's supply portfolio. Following a conservative Groundwater Management Plan that limits long-term groundwater production and establishes a Safety Reserve positions the Authority for indefinite use of the aquifer while maintaining a significant volume of water for unforeseen events. Using the Authority's surface water and other sources for municipal and industrial supply will protect the aquifer so that it is available to meet seasonal peak demands and when surface water is not available (e.g. , drought). Without a groundwater component of supply, the Authority would need to abandon use of significant investment in groundwater assets and transition to expensive additional surface water storage facilities and larger and more costly treatment facilities to meet seasonal peak demands.

Aquifer storage and recovery is a key component of balancing groundwater use during times when surface water is not available (e.g., droughts). Using stored surface water during these times will reduce overall long-term use of groundwater during the planning period. In Albuquerque, this requires artificial recharge of the aquifer with deep recharge wells. It is essential that this capability be expanded. Stored surface water will not increase overall groundwater use because there will always be a need to utilize groundwater to exercise wells or to meet seasonal peak demands which will provide the native water component needed to facilitate use of imported San Juan-Chama water.

In addition, the Authority should be opportunistic in utilizing other sources to extend supply that may not always be available. These sources could include relinquishment credit water, contaminated groundwater, excess San Juan-Chama water and native flood flows in addition to leased San Juan-Chama

water. Each of these sources has been available for use in the Middle Rio Grande in the past and may be available for limited use in the future. Utilizing these sources extends supply by saving other resources for future use.

## SUB-POLICIES:

1. The Authority shall use various sources of supply (potable and contaminated groundwater, surface water, reuse water, etc.) to meet demand over the planning period. The quality of the water supplied will be matched to its use to reduce treatment costs and to optimize available excess supplies when available.
2. The Authority shall prepare and implement plans to utilize water sources that are typically only available sporadically (excess San Juan-Chama water, relinquishment credit water, etc.).
3. The Authority should investigate and enter into agreements for short-term leases in times when wet water is available to be stored and used during times of drought and for aquifer recharge.
4. The Authority shall develop a reuse and recycling master plan to address current and future reuse demand, excess available wastewater supplies and the associated infrastructure needs over the planning period.
5. The Authority shall use pumping from the aquifer to meet seasonal demands, well exercising and when surface water is not available (e.g., droughts).
6. The Authority shall continue to develop and implement methods to store available surface water and other reuse supplies in the aquifer and to recover it from storage as needed to meet current and future demands.
7. The Authority should develop and implement the use of storm water and native water flood flows when supplies are available considering permitting and environmental criteria along with Rio Grande Compact Compliance.

## G. DEVELOP AND IMPLEMENT LONG-TERM WATER RESOURCES ACQUISITION PLAN

**POLICY G. The Authority shall pursue a portfolio of potential additional sources of supply.**

RATIONALE: Establishing and maintaining a groundwater reserve (Policy C) will require the Water Authority to rely less on the local aquifer and to secure additional sources of supply to meet future demands. A more diversified water supply portfolio that includes more renewable sources is essential to provide a resilient and sustainable water supply that can meet customer demands in perpetuity.

While this Water Resources Management Strategy does not contemplate the need for acquisition of additional supplies, the Authority should continue to pursue these additional supply sources over the long-term which will allow the Authority to be ready when those supplies become available. Full consideration will be given to the financial implications in addition to the regional context including agricultural and environmental issues.

### SUB-POLICIES:

1. The Authority should seek legislation to allow for water leasing and banking on a local, regional and interstate basis.
2. The Authority should continue to develop the potential for use of brackish ground water as a future supply considering financial, environmental and carbon footprint criteria.
3. The Authority should stay active in evaluating other water rights transfers in the Middle Rio Grande and should take proactive stances when necessary.
4. The Authority should investigate the opportunity to import water supplies outside of the Middle Rio Grande when available considering financial, environmental and other criteria.
5. The Authority shall discontinue acquisition of native pre-1907 water rights.

## H. IMPLEMENT THE WATER QUALITY PROTECTION POLICY AND ACTION PLAN

**POLICY H. The Authority shall take steps to fully implement the Water Quality Protection Policy and Action Plan.**

RATIONALE: The Albuquerque/Bernalillo County Water Quality Protection Policy and Action Plan (County Resolution No. AR 121-93 and City Enactment No. 81-1994) is another cornerstone of this Water Resources Management Strategy. The Authority revised the Groundwater Protection Policy and Action Plan in 2009 to add surface water protection measures, recognizing the use of San Juan-Chama water as a primary drinking water source. Protection of both groundwater and surface resources from known or potential sources of contamination is essential for maintaining a safe drinking water supply and aquifer storage and recovery program. Their protection from contamination is of paramount importance.

### SUB-POLICIES:

1. The Authority should continue to be proactive in identifying potential water quality threats to surface and ground water resources and should implement programs to the extent possible to protect the water resources in the MRG.
2. The Water Protection Advisory Board (WPAB) shall provide annual updates on the implementation of the Water Quality Protection Policy and Action Plan (WQPPAP) to the Authority Board through submission of the Annual WPAB Reports and presentations at regular WPAB meetings.
3. The Authority shall provide pertinent information regarding updates to the water resource management strategy activities to the WPAB during its triennial review of the WQPPAP implementation activities.

4. The Authority should consider the occurrence, fate and potential treatment of emerging contaminants in current and future water supplies and should actively participate in research which will become more important as the availability of water resources becomes more constrained.
5. The Authority should coordinate with the City, County and State to maintain the quality of groundwater and surface waters.

## I. PROTECT AND ENHANCE STORAGE OF NATIVE, SAN JUAN-CHAMA WATER AND OTHER WATER RESOURCES.

**POLICY I.** The Authority shall protect the rights to store native, San Juan-Chama and other water resources including reuse and recycled water in a variety of storage facilities including Heron, Abiquiu and Elephant Butte Reservoirs. The Authority should seek additional off-channel storage capacity locally or within the Middle Rio Grande as needed to maximize the use of excess wastewater or other water resources in the future.

### SUB-POLICIES:

1. The Authority should protect and enhance its storage rights in Abiquiu Reservoir for native and San Juan-Chama water which will provide opportunities to continue to cooperate with environmental, local, state and federal entities to maximize the benefit for the MRG.
2. The Authority should examine the need for additional short and long-term off-channel storage locally and within the MRG to be prepared when excess San Juan-Chama water, native flood flows, or other water resources are available.
3. The Authority should consider the aquifer as a reservoir to be used conjunctively with above ground storage to optimize the use of current and future water supplies.



4. The Authority should develop and implement a Rio Grande Compact pool within the Authority storage space working with the Interstate Stream Commission (ISC) and the Office of the State Engineer (OSE).
5. The Authority should continue providing space in Abiquiu Reservoir for environmental purposes.
6. The Authority should seek long-term storage of San Juan-Chama water in Elephant Butte Reservoir.

## J. PROTECT VALUED ENVIRONMENTAL AND CULTURAL RESOURCES

**POLICY J. The Authority shall identify and provide resources to preserve and protect valued environmental resources of the region. The Authority shall work independently and in partnerships to ensure that its activities do not irreparably harm the aquifer, river, Bosque, source watersheds and the cultural resources.**

RATIONALE: The regional aquifer, Bosque and Rio Grande are exceptional resources of great economic, ecological, aesthetic and cultural value. The Authority should cooperate to develop and implement environmentally conscious water resource development activities that protect the environmental and cultural values of our community.

### SUB-POLICIES:

1. The Authority should continue to participate in the Endangered Species Collaborative Program and Recovery Implementation Efforts for multiple species in the MRG.
2. The Authority should encourage the State to recognize instream flows as a beneficial use.

3. The Authority should consider the impacts on environmental and cultural resources when implementing new water resources projects and take appropriate steps to mitigate unavoidable effects.
4. The Authority should work collaboratively and provide funding to protect and restore watersheds of the San Juan-Chama and Rio Grande.
5. The Authority should work with the City, Middle Rio Grande Conservancy District and others to protect and enhance the Rio Grande State Park and the Bosque.
6. The Authority should work with the City and County to provide incentives to increase beneficial tree canopy coverage within Bernalillo County and the MRG.

## K. PRESERVE AND ENHANCE THE QUALITY OF LIFE IN THE REGION

**POLICY K. The Authority seeks a Water Resources Management Strategy that will preserve and enhance the quality of life within the region. The implementation of the Authority's water resources strategy will take advantage of opportunities to enhance the quality of life in the region whenever possible.**

RATIONALE: As the largest water utility in New Mexico, the Water Authority recognizes its obligation to protect and enhance the quality of life within the region. Factors influencing quality of life include continued socioeconomic growth and development, support of public amenities and green spaces, and minimizing environmental impacts. The Water Authority will provide sustainable water services to meet

indoor demands, optimize efficiency of outdoor demands by utilizing recycled, reused and non-potable supplies , and return quality water to the Rio Grande for downstream users in the region.

## SUB-POLICIES:

1. The Authority shall work with the City of Albuquerque, Albuquerque Public Schools, Bernalillo County and others to ensure that green spaces (parks, golf courses, athletic fields, etc.) are water efficient and provide incentives where appropriate.
2. The Authority should continue to reduce its carbon footprint by taking advantage of opportunities to reduce the energy usage of current infrastructure and by building new infrastructure with energy efficiency in mind.
3. The Authority shall expand its current green energy projects (solar and biogas) and implement additional green energy projects to reduce its water and energy footprints.

## L. LINK LAND USE PLANNING WITH WATER MANAGEMENT

**POLICY L.** The Authority shall coordinate and cooperate with the City, County and all other entities with planning authority to integrate water management policies with land use decisions. The

**Authority recognizes that managing the use of groundwater while conserving and using existing water resources including maximizing the use of excess resources when available should significantly reduce acquisition of new supplies to serve future customers.**

RATIONALE: With the membership of the Water Authority consisting of elected officials from the City of Albuquerque, Bernalillo County and Village of Los Ranchos, future growth and development in the region requires coordination to integrate land use, transportation, infrastructure, economic improvement, urban infill and planning efforts with water resources management.

## SUB-POLICIES:

1. The Authority should work with the City and County to update the Albuquerque/Bernalillo County Comprehensive Plan and/or other plans to ensure that system expansion is concurrent with infrastructure service levels and that the extension of facilities and services be phased in an efficient and orderly manner.
2. The Water Authority should ensure that its capital planning process is based on the City and County growth and development master plans so that land use and infrastructure policies are consistent.
3. The Water Authority should support the increase of urban building densities and infill development consistent with adopted land use plans as higher density development uses less water.
4. The Water Authority should encourage the City, County and State to adopt low-water-use Building Codes and low-water-use landscaping standards for all new construction.
5. The Water Authority should continue its review process so that each new residential, commercial, industrial and institutional development will have a resilient, sustainable water supply.

## M. ENCOURAGE AND FACILITATE PUBLIC INVOLVEMENT

**POLICY M. The Authority shall continue its education programs for both children and adults to keep the public informed about the choices and tradeoffs involved in making water management decisions and invite public comment and participation in implementation of these policies.**

RATIONALE: When the Water Authority partners with the public, the educated public can help shape the policies that are the foundation of the Water Resources Management Strategy. The public then contributes to the successful implementation of water resource management solutions, because they have been part of their design. Children who attend Water Authority field trips will know the value of water and be wise stewards of our resources for many years to come.

### SUB-POLICIES:

1. The Authority shall continue its water resource education programs and field trips to teach children the importance, value and appropriate use of water in the region.
2. The Authority shall continue its interactive public meeting process to give customers information and get their input on upcoming programs, policies and projects.
3. The Authority shall continue its adult education programs so that all customers can participate in a resilient and sustainable water supply.
4. The Authority shall continue to partner with real estate, design, building and construction groups, building managers, etc. to educate their membership concerning water resources.
5. The Authority shall continue its current marketing and public relations campaigns to keep everyone in the service area informed about effective water resource management.
6. The Authority shall continue its process of involving the public in updates to the Water Resources Management Strategy in all future updates to the strategy.

# EVALUATIONS

## Town Hall 2016

July 22, 2016

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1. My time was well spent. – 4.4
2. I felt the Water Authority truly wanted my input. – 4.6
3. I would participate in this type of session again. – 4.2
4. The meeting structure allowed participants to provide feedback. – 4.6
5. I learned something about our long-term water supply needs and how we will address them in the future. – 4.6

## COMMENTS

July 22, 2016

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- John was great.
- I would like to receive any mailing through the mail; we do not own a computer.
- Great job organizing this! Reach the current future generations by promoting the phone app. Once downloaded it can be used to promote events, education, and conservation via push notifications.
- Large water users should pay more for the water they use — use more than the average of 110gpcd should pay more, those that use less pay less.
- Over the next 100 years ABQ's population will quadruple, but the water supply will remain relatively static. Why isn't the Water Authority doing anything to slow growth?
- Bottom line: How much is this going to cost the customers?
- Due to a large number of people, everybody did not get a chance to ask questions.
- More reuse plans.
- Good job, tough audience, nice morning presentations.
- Clarify #5 — I have been to community conversations plus years of following the utility — great work — 100 year plan is great.
- Very Informative — great proactiveness
- Inform the uneducated general public regarding agricultural versus municipal uses — irresponsible flooding of farms is 100 times more than our municipal use - \$\$ impact
- Inform regarding challenges of stormwater usage — next to impossible

- Toot your own horn because we are in great shape and have access to groundwater and surface sources because of visionaries from the 60's. Cities grow or die, we need solid growth to remain viable in the SW, or we will continue to lose population.
- The facilitators were great! This was a really good way to voice our ideas, concerns and hopes for the future in a controlled environment. I learned a great deal.
- I appreciate the enthusiasm of the presenters.
- Explain the difference between groundwater and surface water – remind people about the cost of water — public service messages re: water, trees, rebates, and conservation, desert living, rain barrels
- Well Done. The design was balanced, low tech with high involvement.
- Watersheds need to be the key focus of long-term planning for protection of water sources.
- Direct potable use could be another alternative.
- There was not enough time for feedback and not all feedback was captured despite the fact that it was stressed that all feedback would be captured. The voting of top 3 seems silly considering the fact it was said many of these were synergistic and not mutually exclusive. The panel was not that old. The Water Authority needs to start a social media campaign, set up a FB and LN page, hold these meetings at a time when younger people can attend, add technology as a component — such as sensors and smart controllers etc. We need an alternative for direct potable water reuse. Place PSA's on TV and local news and add info on conservation to the quarterly water quality mailings. Town Hall not perfect but worth the time.
- Good combination of large meeting and small work group yielded positive results
- I left thinking the Water Authority is proactive, environmentally aware and open minded. Keep it up — thank you and good work.
- In the future, giving us more info that would be covered would be very helpful. We could be better prepared to ask intelligence questions.
- Well planned and executed! Good use of student helpers-breakout sessions good size and limiting some proposals is good — all would be too much — well prepared speakers.
- Well organized and informative. WA successes and improvement to long-term prospects should be more publicized.
- Great job, I really enjoyed this.
- Great presentations – I am much more aware and educated. I appreciate the City Board and how you are organized for our water conservation and our future.
- Good job of making the community feel like their input matters, many thanks
- Excellent question and format – excellent job of educating public and all the planning and detail that goes into running a water program
- Thank you very much.
- I was impressed with the organized way this conference proved to be. It was reassuring to know that in the past 6 years of drought, our water supply was increasing instead of decreasing.
- Thank you, very well done.
- Thank you for this opportunity.
- This time was well spent.
- This was a well thought out seminar — very interesting — I really liked it.
- Great program — highly informative and well run
- Information in Spanish and sessions in Spanish as Spanish is a predominate language
- The people running these sessions were really very good — and very patient. The crises of climate change should be increasingly addressed by the Water Authority and other utilities in their public outreach and education for both adults and children; it is critical.

- I really appreciate the town hall type of agenda.
- Some was a repeat of the Customer Conversations
- Excellently run, on time, well organized, structures well to optimize what people needed to know and giving them the chance to provide both open ended feedback/complaint and targeted feedback based on the Water Authority's needs and questions to the group.
- Coordinate resources to prevent extra waste: recycling of plastic cans
- How were cooperators contacted? From an agency perspective having an invitation would be nice rather than knowing from receiving at residence.
- The elephant metaphor insults my intelligence — create a clever message to inform public about intelligent water use
- With regards to new water meters, be able to go on-line to see the exact water usage — not just in units but by gallons
- I can never digest/process John Stomps discourse because it is way too fast.
- Elder neighbors are not getting message and wasting enormous amount of water on driveways and tiny strips of dirt that can't hold it. Neighborhood Associations could educate.
- Very well thought out and organized event — great job — and thanks for the lunch and the \$20 credit.
- Thank you for the opportunity to learn more. The program was well organized and there were many opportunities for people to share their thinking. Thank you for keeping of time and keeping people on track! Would be nice to have recycling for plastic cups and cans.
- Kudos for the whole process — well done!
- Why can't golf courses be covered with plastic grass? The golf course between the McKinley Light to Wyoming on Alameda for example. The amount of water distributed there is enormous! This is only one golf course! How many golf courses exist in Albuquerque using the same style and amount of water? We as resident here try our very best to be sparing in our use and we have ground scape in place and use a minimum amount — we did have a roof leak recently due to the swamp cooler. Spoke with Frank today, he is very good listener.
- Very informative, well done!
- Graywater use for residential, commercial, schools, motels etc.
- Please break the down on an individual basis — one of the most important things that I felt was imputed was how and when to water efficiently how to save our trees and not go bankrupt — also for giving us an understanding of the problems faced by our water authority.
- Agree you must use social media more to educate and persuade younger people —promote greywater use — save the dying trees all over the city will kept the city cooler — provide education on how to water tree



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Meeting Date: August 17, 2016  
Staff Contact: Kristopher Cadena, Principal Engineer, Utility Development

**TITLE: R-16-8 – Approving a Development Agreement with Montecito Vistas Units 1-4**

**ACTION: Recommend Approval**

**SUMMARY:**

The development is located along the north side of Vista Vieja Ave., west of Quivira Dr. within the City Limits. The project consists of 136 residential lots.

The property lies within Pressure Zone 4W in the Volcano Trunk.

Water and wastewater service is contingent on the Developer constructing internal distribution and collector lines that tie to the existing infrastructure proximate to the property.

All services provided within the development will be subject to current Utility Expansion and Water Supply Charges.

**Fiscal Impact:**

None.

**BILL NO.                      R-16-8**

**DEVELOPMENT AGREEMENT**  
**Montecito Vistas Units 1-4**

**Albuquerque Bernalillo County Water Utility Authority**, a New Mexico political subdivision, ("Water Authority") and Pulte Homes of New Mexico, Inc., a Michigan corporation, ("Pulte Homes") (together, "Parties"), agree as follows:

**1. Recitals**

- A.** Pulte Homes is the developer and owner of certain real property located at Montecito West subdivision (collectively, the "Property"). The Property is more particularly described and as shown on **Exhibit A** attached hereto and incorporated herein by reference. The Property at full development will consist of **136** residential lots. The Property is located in the former New Mexico Utilities, Inc. ("NMUI") service area, outside the Water Authority's currently adopted Water Service Area.
- B.** The Property is located in Pressure Zone 4W of the Volcano Trunk.
- C.** The Parties desire to agree upon terms and conditions pursuant to which the Water Authority will provide water and sanitary sewer service to the Property. Pulte Homes desires to construct, or cause to be constructed, extensions of existing public water and sanitary sewer lines and appurtenant infrastructure (collectively, "Line Extensions") under all applicable plans, specifications, requirements, and standards of the Water Authority. The Serviceability Statement for the Property reflecting the line extensions and other matters referred to in this Agreement is attached hereto as **Exhibit B** and incorporated herein by reference and made a term of this agreement.
- D.** The expansion of the existing water distribution system to the Property will require additional arsenic treatment and water storage capacity within the Pressure Zone 4W distribution system. As such, the Property will be assessed a Facility Fee that reflects their proportional costs of the required additional system capacities.

**2. Design and Construction of the Waterlines and Sanitary Sewer Line**

- A.** Pulte Homes will cause definitive designs and plans of the Line Extensions to be produced which will include estimates of all costs and expenses. Pulte Homes will not connect the extension lines to the existing water and sanitary sewer lines within the City of Albuquerque ("City") public right-of-way until the Water Authority has approved the line extensions. Pulte Homes will convey, at no expense to the Water Authority, all Line Extensions that have been approved and accepted by the Water Authority and all necessary easements for the Line Extensions

at locations reasonably acceptable to Pulte Homes, free and clear of all liens, claims, and encumbrances for the construction, operation, and maintenance of the line extension. Pulte Homes will obtain all necessary permits, assurances, and approvals from the Water Authority and City, and Pulte Homes will deliver a copy of such permits, assurances, and approvals to the Water Authority prior to the start of construction. Construction will be handled through the City work order process.

- B.** Pulte Homes will complete, or cause to be completed, construction of the Line Extensions as approved by the City of Albuquerque Design Review Committee and the Water Authority, and in conformance with all applicable plans, specifications, and standards of the City and the Water Authority.
- C.** Pulte Homes will be responsible for close coordination of the project with the Water Authority during the design and construction phases, including review of design details, during the design process, and the approval of specifications and contract documents. The Water Authority will review and approve in a timely manner the design plans for construction and estimated cost, to ensure the designs meet Water Authority standards and follow the guidance provided in the City's Development Process Manual ("DPM") and/or applicable Water Authority Design Manuals.
- D.** To the extent relevant and applicable and to the extent there is no conflict with the terms of this Agreement, the usual procedures and documentation, including the Procedure "B", as defined in the Subdivision Ordinance and the DPM of the City, will be followed and used for the Line Extensions.

### **3. Service**

- A.** Pulte Homes shall comply with the Water Authority's Water and Sewer System Expansion Ordinance, as amended from time to time. Connection for water service shall require the concurrent connection of sanitary sewer service to the Water Authority's wastewater system.
- B.** Pulte Homes or its successor shall pay Utility Expansion Charges (UEC) and the Water Supply Charges (WSCs) at the rates that are imposed at the time of a service connection, as provided in the Water Authority's Water and Sewer Rate Ordinance, as amended from time to time.
- C.** Pulte Homes shall pay a Facility Fee to the Water Authority in the amount of \$141,331. This fee reflects the proportional costs associated with the increase of arsenic water treatment systems and reservoir capacities associated with providing potable water service to the Property. No utility services will be sold to the Property until the Facility Fee is paid in whole. As the expansion of system capacity is classified as Master Plan Facility Improvements, this Facility Fee is reimbursable by the Water UEC's

collected as services are established for the **136** residential lots within the Property. The UEC reimbursements will total no more than the Facility Fee amount. Reimbursement will be on a Fiscal Year basis. The Reimbursement request must be initiated by Pulte Homes or its successor.

- D.** Pursuant to Water Authority Resolution No. R-05-13, Pulte Homes agrees that it will incorporate water conservation guidelines that will seek to achieve water usage of no more than 180 gallons per household which is equivalent to seventy-five (75) gallons per capita per day.
- 4. Termination.** If construction of the waterline extensions and sanitary sewer extensions by Pulte Homes has not been completed and accepted by the Water Authority within seven years of the effective date of this Agreement, this Agreement shall automatically terminate, and the Water Authority and Pulte Homes shall have no further rights, obligations, or liabilities with respect to this Agreement, unless otherwise agreed in writing.
- 5. Water for Construction.** During the construction of the waterline extensions and sanitary sewer line extensions, water for construction may be obtained from a hydrant designated by the Water Authority as set forth on **Exhibit C** attached hereto and incorporated herein by reference. If economically feasible, the Contractor is encouraged to utilize alternative methods for dust abatement and control including compost from the Water Authority.
- 6. Indemnification.** Pulte Homes will defend, indemnify and hold harmless the Water Authority and its officials, agents, and employees on demand from any claims, actions, suits, or other proceedings arising from the acts or omissions of Pulte Homes, its agents, representatives, contractors, or subcontractors, or arising from the failure of Pulte Homes, its agents, representatives, contractors, or subcontractors to perform any act or duty required of Pulte Homes in this Agreement. The indemnification by Pulte Homes will not extend to the negligent acts of the Water Authority.
- 7. Representations and Warranties of Pulte Homes.** Pulte Homes represents and warrants that:
- A.** Pulte Homes is a validly existing limited liability company under the laws of the State of Michigan.
  - B.** Pulte Homes has all the requisite power and authority to enter into this Agreement and bind Pulte Homes under the terms of the Agreement; and
  - C.** The undersigned officer of Pulte Homes is fully authorized to execute this Agreement on behalf of Pulte Homes.
- 8. Notices.** Any notice to be given under this Agreement will be in writing and will be deemed to have been given when deposited with the United States Postal Service, postage prepaid and addressed as follows:

If to the Water Authority:

Mark S. Sanchez  
Executive Director  
Albuquerque Bernalillo County  
Water Utility Authority  
One Civic Plaza, Room 5012  
Albuquerque, New Mexico 87102

If to Pulte Homes:

Pulte Homes of New Mexico, Inc., a Michigan corporation  
Attn: Garret Price  
7601 Jefferson NE Ste 320  
Albuquerque, NM 87109

- 9. Assignment.** This Agreement will not be assigned without the prior written consent of the Water Authority and Pulte Homes.
- 10. Miscellaneous.** This Agreement will be governed by and interpreted in accordance with the laws of the State of New Mexico. The headings used in this Agreement are for convenience only and shall be disregarded in interpreting the substantive provisions of the Agreement. This Agreement binds and benefits the Water Authority and their successors, assigns, and transferees and Pulte Homes and their successors, assigns and transferees. Time is of the essence of each term of this Agreement. If any provision of this Agreement is determined by a court of competent jurisdiction to be void, invalid, illegal, or unenforceable, that portion will be severed from this Agreement and the remaining parts will remain in full force as though the invalid, illegal, or unenforceable portion had never been a part of this Agreement.
- 11. Integration; Interpretation.** This Agreement contains or expressly incorporates by reference the entire agreement of the parties with respect to the matters contemplated by this Agreement and supersedes all prior negotiations. This Agreement may only be modified in writing executed by both parties.
- 12. Approval.** This Agreement is subject to the approval of the Board of Directors of the Water Authority and will not become effective until approved by the Water Authority.
- 13. Effective Date.** The effective date of this Agreement is the date last entered below.

In Witness Whereof, the parties hereto have executed this Agreement on the dates entered below.

**Pulte Homes of New Mexico, Inc.,  
a Michigan corporation**

By: \_\_\_\_\_  
Garret Price  
VP Land

Date: \_\_\_\_\_

[illegible]

Notary Public

[illegible]

Notary Public

My Commission Expires:





June 6, 2016

**Chair**Trudy E. Jones  
City of Albuquerque  
Councilor, District 8**Vice Chair**Art De La Cruz  
County of Bernalillo  
Commissioner, District 2Richard J. Berry  
City of Albuquerque  
MayorPat Davis  
City of Albuquerque  
Councilor, District 6Maggie Hart Stebbins  
County of Bernalillo  
Commissioner, District 3Debbie O'Malley  
County of Bernalillo  
Commissioner, District 1Ken Sanchez  
City of Albuquerque  
Councilor, District 1*Ex-Officio Member*  
Pablo R. Rael  
Village of Los Ranchos  
Board Trustee*Executive Director*  
Mark S. Sanchez*Website*  
[www.abcwua.org](http://www.abcwua.org)Scott Steffen  
Bohannon Huston  
7500 Jefferson St. NE  
Albuquerque, New Mexico 87109**RE: Water and Sanitary Sewer Serviceability Statement #160316  
Montecito West Phase 2 - Gila Rd / Quivara Drive NE  
Zone Atlas Map: D – 9 (Revised #151008)**

Dear Mr. Steffen:

A previously issued serviceability statement (#151008) dated December 23, 2015 was for 117 single-family residential homes on 31.4 acres. The scope of the development has increased to 136 single family homes on 53.2 acres.

**Project Information:** The subject site is located north of Vista Vieja Ave. (Gila Rd.) and west of Quivara Drive. The property consists of approximately 53.2 acres and is currently zoned SU-2 for residential development. The property lies within the Pressure Zone 4W in the Volcano trunk. The request for information indicates developing 136 single family detached homes.

**Existing Conditions:** Water infrastructure in the area consists of the following:

- 12 inch PVC distribution new main in Vista Vieja Ave. (Project # 26-7639.81-15) at the west end of Montecito West Unit 1
- Six inch PVC distribution main in Largo Vista St. Looped to Piedra Lumbre Rd. (Project # 26-7639.82-15) via Retablo Road at the north side of Montecito West Unit 1.

Sanitary sewer infrastructure in the area consists of the following:

- Eight inch PVC collector line in Vista Vieja Ave. (Gila Rd.) at the south side of Montecito West Unit 1 (Project #26-7639.81-15)

**Development Agreement:** Pursuant to the System Expansion Ordinance, this property is outside of the Water Authority service area and the Water Authority Board must approve a Development Agreement to serve this property and establish requirements as a condition of service. Contact the Utility Development Office for draft Development Agreements.

**Water and Sewer Service:** Water service to the subdivision can be provided via a 12 inch main line extension connecting to the existing 12 inch PVC main in Vista Vieja Ave. (Gila Rd.) at the west end of Montecito West Unit 1. The request for serviceability proposed the 12 inch distribution extension internal to the development and not covering its property frontage along Vista Vieja Ave. This is an acceptable alignment as a waterline extension along Vista Vieja Ave. is not needed as no development will take place south of this roadway as the properties are classified as open space. Furthermore, extension along Vista Vieja Ave. is not required as properties west of the subject development are located in Pressure Zone 5W. This extension shall provide a looped connection by connecting to the existing six inch distribution main along Largo Vista St. A 12 inch distribution main shall be installed along the western boundary of the development, near the pressure zone boundary to serve as a top of Pressure Zone

4W waterline. This top of zone waterline shall be situated to allow for future extension to the north via a 12 inch waterline stub. The maximum service slab elevation for the 4W service zone is 5,485ft (NAV27/29). Service is also contingent upon compliance with the Fire Marshal's instantaneous fire flow requirements. Water service will not be sold without adequate fire protection. Water service will only be sold in conjunction with sanitary sewer service.

Sanitary sewer service can be provided contingent upon a developer funded project to extend the existing sanitary sewer along Vista Vieja Ave., west to serve the development. The sizing shall be adequate to serve the upstream basins. Internal public collector lines will ultimately discharge to this extended sanitary sewer line.

**Fire Protection:** The instantaneous fire flow requirements for the subject property were not submitted in this request and will be required in the availability request prior to future construction. All new required hydrants as well as their exact locations must be determined through City of Albuquerque Fire Marshal's Office and verified through the Utility Development Office prior to sale of service.

**Easements:** Exclusive public water and sanitary sewer easements are required for all public lines that are to be constructed outside of any dedicated rights-of-way. A minimum width easement of 20 feet is required for a single utility and 25 feet for water and sewer both within the same easement. Easements for water meters need to be five feet by five feet and include the length of the water service if located on private property. Actual easement widths may vary depending on the depth of the lines to be installed. Side yard easements are not acceptable for either water or sanitary sewer. Acceptable easements must be documented prior to approval of service.

**Pro Rata:** As described in this Availability Statement, the extension of public water and sanitary sewer lines may be eligible for partial reimbursement through the Pro Rata process as detailed in the Water Authority Water and Wastewater System Expansion Ordinance.

**Design and Construction** of all required improvements will be at the developer / property owner's expense. Improvements must be coordinated through the City of Albuquerque Work Order process. Designs must be performed by a licensed, New Mexico registered, professional engineer. Construction must be performed by a licensed and bonded public utility contractor.

**Costs and Fees:** In addition to installation and construction costs of any new distribution mains and collector lines the metered water services will be subject to both water and sanitary sewer Utility Expansion Charges (UEC) payable at the time of service application. All charges and rates collected will be based on the ordinances and policies in effect at the time service is actually requested and authorized.

**Water Supply Charge:** All developments located outside of the Water Authority's service area will be assessed a Water Supply Charge (WSC) as provided in the Water Authority's Water and Sewer Rate Ordinance for the development of new water resources, rights and supplies necessary to serve the development. The WSC shall not be used for reimbursement of master planned facilities.

**Water Use:** All new development shall be required to meet the standard water usage of 180 gallons per household per day which is equivalent to 75 gallons per capita per day.

**Closure:** This statement only provides details of infrastructure that is available and potential precursors to development for the proposed development. Under no

Scott Steffen  
Bohannon Huston  
June 6, 2016  
Page 3

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circumstances does this serviceability commit to service without the a Water Authority Board approved development agreement. Changes in the proposed development may require reevaluation and should be brought to the attention of the Utility Development Section of the Water Authority as soon as possible.

Please feel free to contact the Water Utility Development Office at (505) 289-3307, or by fax at (505) 289-3303 if you have questions regarding the information presented herein or need additional information.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mark S. Sanchez', with a stylized, flowing script.

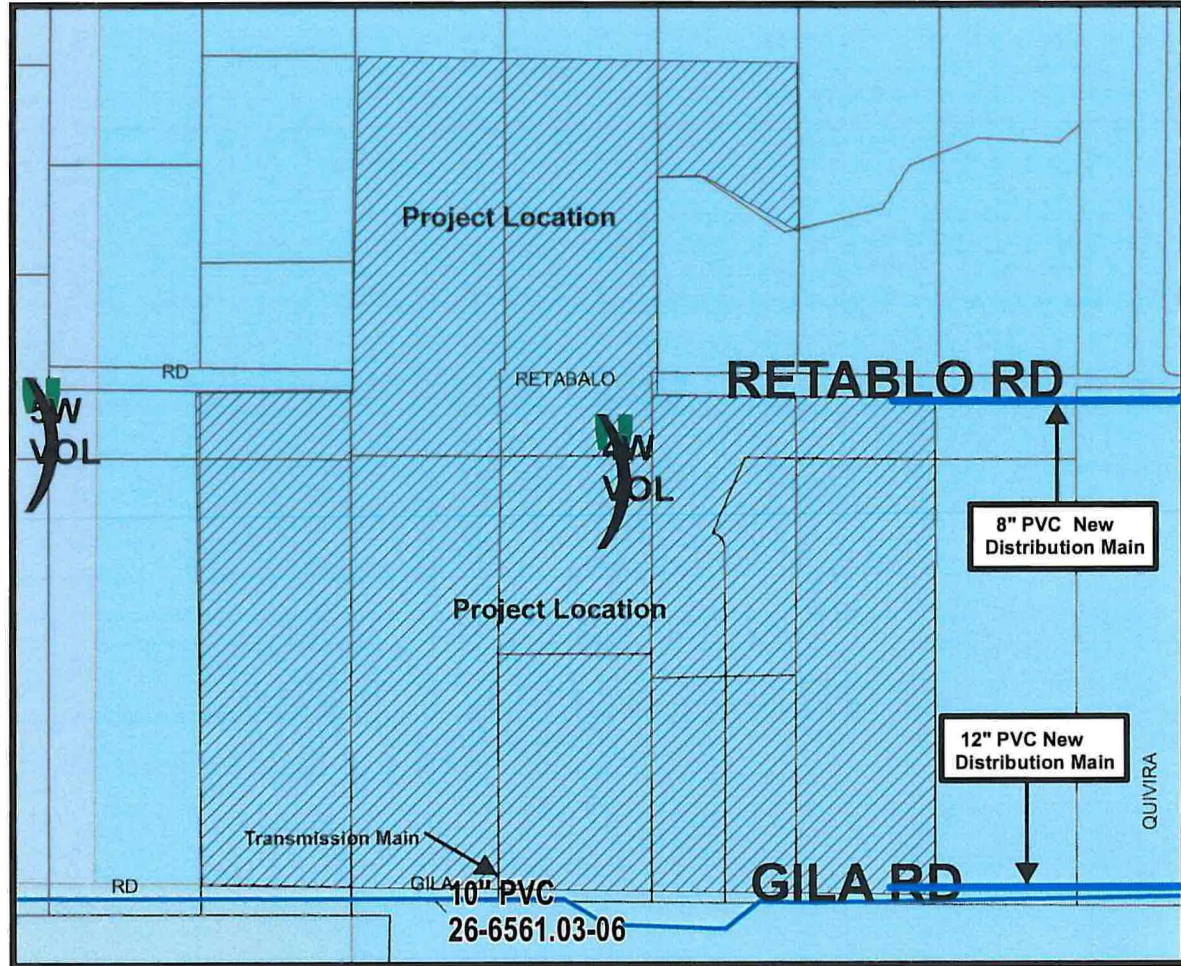
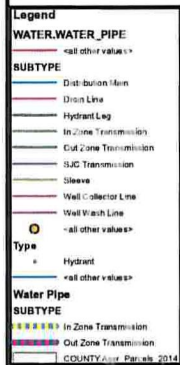
Mark S. Sanchez  
Executive Director

Enclosures: Infrastructure Maps (2)

f/ Serviceability 160316



μ



Statement # 160316  
 Water Infrastructure



μ

**Legend**

○ <all other values>

**Type**

Hydrant

<all other values>

**Water Pipe**

**SUBTYPE**

In Zone Transmission

Out Zone Transmission

2 Sewer Manhole

**Sewer Pipe**

<all other values>

**SUBTYPE**

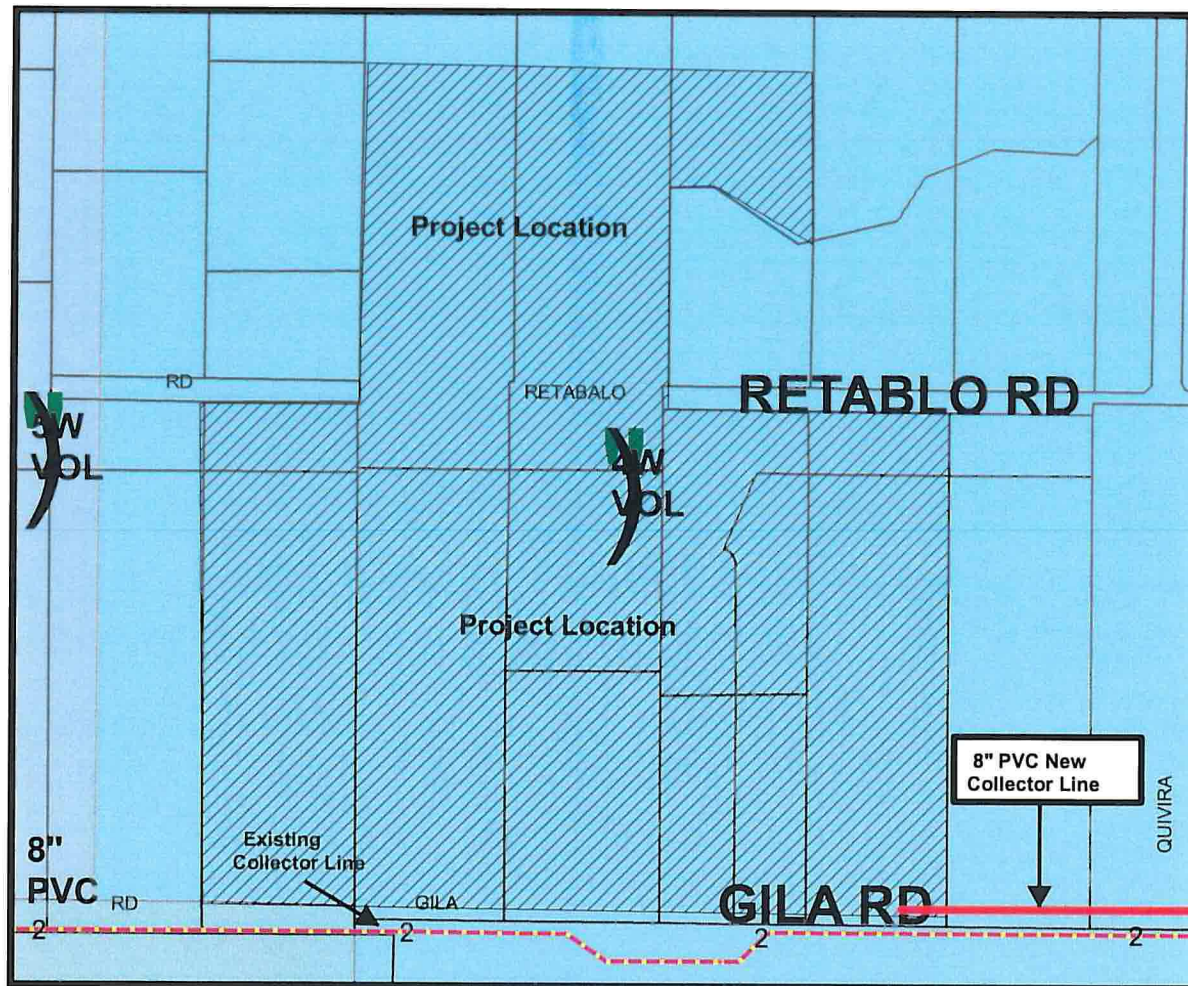
COLLECTOR

FORCE MAIN

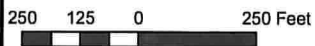
INTERCEPTOR

VACUUM LINE

COUNTY Air Parcels 2014

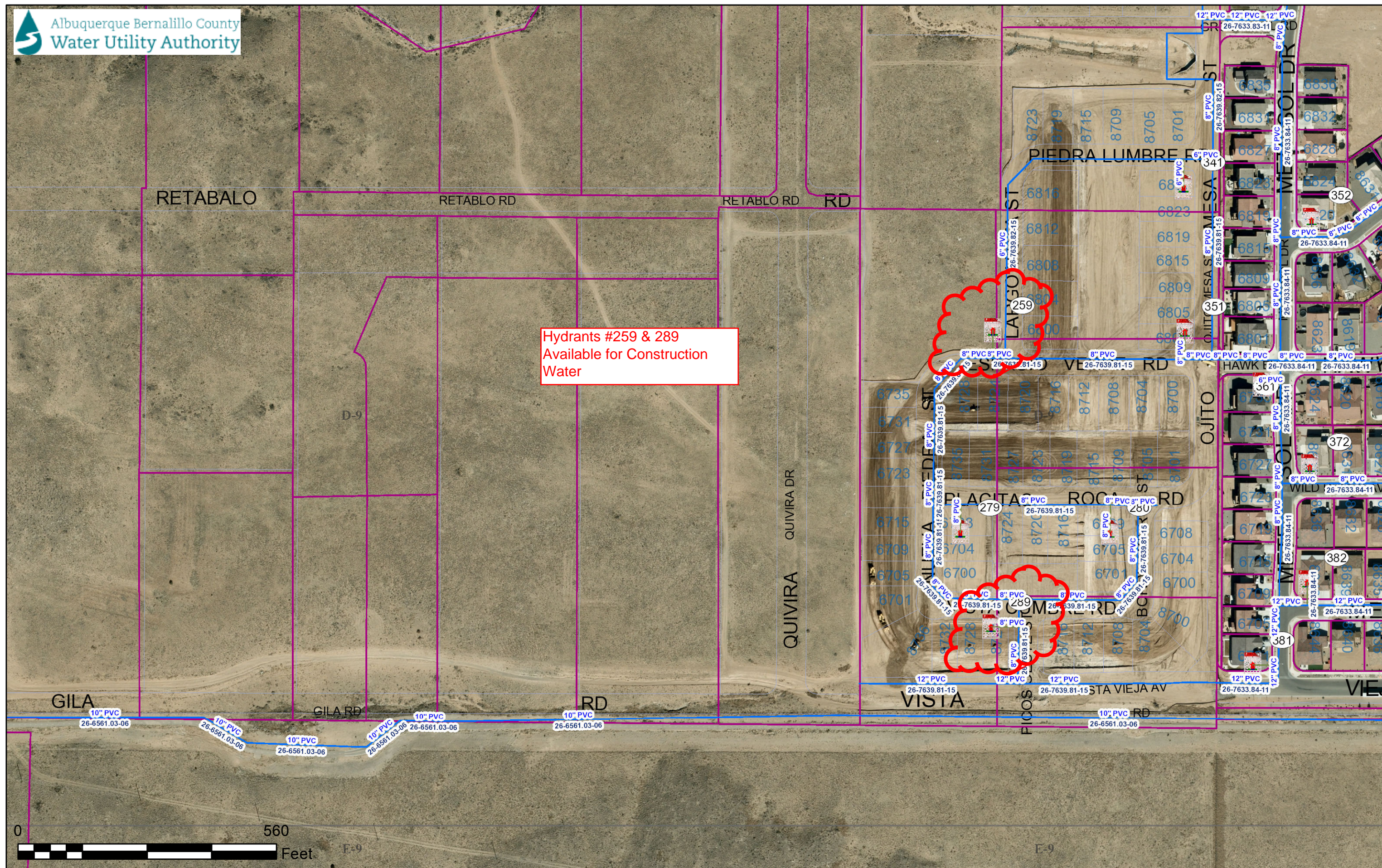


Statement # 160316  
Sanitary Sewer Infrastructure






















## EXHIBIT C - HYDRANTS AVAILABLE FOR CONSTRUCTION WATER





Legend



Water Pipes

-  <all other values>
-  Active - other
-  Abandoned Line
-  Distribution Main, Not Imaged
-  Distribution Main, As-Built Image Exist
-  Hydrant Leg, Not Imaged
-  Hydrant Leg, As-Built Image Exist
-  Transmission, Not Imaged
-  Transmission, As-Built Image Exist
-  Over Flow Drain Line, Not Imaged
-  Over Flow Drain Line, As-Built Image Exist
-  Sleeve,Not Imaged
-  Sleeve, As-Built Image Exist
-  Well Collector Line, Not Imaged
-  Well Collector Line, As-Built Image Exist
-  Well Wash Line, Not Imaged
-  Well Wash Line, As\_Built Image Exist



Water Hydrants

-  <all other values>
-  Air Release Hydrant, <Null>
-  Air Release Hydrant, NO
-  Air Release Hydrant, Y
-  Standard Hydrant, <Null>
-  Standard Hydrant, NO
-  Standard Hydrant, Y

Water Reservoirs









-  Round Reservoir
-  Square Reservoir

Transmission Mains







-  In Zone Transmission
-  Out Zone Transmission

San Juan-Chama Pipes


-  <all other values>

-  Treated, Y
-  Treated, NO
-  Treated, <Null>
-  Raw Transmission Lines, Y
-  Raw Transmission Lines, <Null>
-  Drain Line, Y
-  Drain Line, NO
-  <Null>, Y

Non-Potable Pipe

-  <all other values>
-  Distribution Main
-  Hydrant Leg
-  Over Flow Drain Line
-  Sleeve
-  Well Wash Line


County Assessor Parcels 2014

-  County Assessor Parcels 2014

ABCWUA\_Facilities

-  ABCWUA\_Facilities


Airports

-  Airports

Runways

-  Runways




Base Map

-  Base Map


Parks

-  Parks


Federal Lands

-  CIBOLA NATIONAL FOREST
-  KIRTLAND AIR FORCE BASE
-  PETROGLYPH NATIONAL MONUMENT

Page Grid

-  Page Grid

Water Service Areas

-  Water Service Areas

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Meeting Date: August 17, 2016  
Staff Contact: Mark S. Sanchez, Executive Director

**TITLE: R-16-9 - Resolution Formally Requesting that the Bernalillo County Board of Commissioners Submit a Ballot Question to the General Election Voters Concerning the Addition of Supplemental Fluoride to Water Authority Drinking Water**

**BACKGROUND:**

The U.S. Department of Health and Human Services Federal Panel on Community Water Fluoridation has issued a final recommendation which concludes that the optimal concentration of fluoride in drinking water is 0.7 milligrams/liter (mg/L). According to the report, drinking water with fluoride in concentrations of 0.7mg/L provides the best balance of protection from dental caries while limiting the risk of dental fluorosis.

[http://www.publichealthreports.org/documents/PHS\\_2015\\_Fluoride\\_Guidelines.pdf](http://www.publichealthreports.org/documents/PHS_2015_Fluoride_Guidelines.pdf)

The drinking water currently served by the Water Authority naturally contains fluoride from ground water sources in an average concentration of 0.5 mg/L. To meet the 0.7 mg/L recommended fluoride standard would require that the Water Authority change current practice and begin to add supplemental fluoride to the drinking water. Funding to allow the Water Authority to begin a supplemental fluoride program was included in the FY17 budget proposed by staff. The proposed appropriation for supplemental fluoride generated substantial public interest and controversy concerning the advisability of supplemental fluoride. Ultimately, the Board removed the appropriations for both the one-time \$250,000 equipment purchase and the \$250,000 of first year chemical costs necessary for the supplemental fluoride program from the approved FY17 budget appropriation.

**SUMMARY:**

Councilor Sanchez requested a legal opinion on who has the authority and when to submit this question to the voters. The Resolution requested by Councilor Sanchez finds that whether or not the majority of the voters favor or oppose the addition of supplemental fluoride to Water Authority drinking water to meet the 0.7 mg/L public health recommendation is an unsettled question and of general public interest in Bernalillo County.

Because of this finding, the Resolution requests that the Bernalillo County Commission submit to County voters in the November 2016 general election a ballot question to determine if voters favor or oppose the addition of supplemental fluoride to the drinking water distributed by the Water Authority. For the ballot question to be timely submitted for the November 2016, it must be acted upon by the Bernalillo County Commission no later than the Commission's August 23, 2016 meeting.

**FISCAL IMPACT:**

Passage of the Resolution has no fiscal impact to Water Authority. Because it requests the addition of a ballot question to an already scheduled election, it should not have a fiscal impact on State and County budgets.



**BILL NO. R-16-9**

Section 2. Because of this finding, the Board respectfully requests that the Bernalillo County Board of Commissioners submit to County voters in the November 2016 general election a ballot question to determine if voters favor or oppose the addition of supplemental fluoride to the drinking water distributed by the Water Authority.



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Meeting Date: August 17, 2016  
Staff Contact: Stan Allred, Chief Financial Officer

**TITLE:** C-16-18 - Authorizing a Contract with RBC Capital Markets, LLC. for Financial Advisory Services

**ACTION:** Recommend Approval

**SUMMARY:**

The County of Bernalillo has an agreement with RBC Capital Markets, LLC in accordance with RFP No. 26-16-AB dated April 5, 2016 for “Financial Advisor” services. The Water Authority has the same need for Financial Advisor services as the County of Bernalillo. RBC Capital Markets is able to provide such services at a cost and in a timeframe that is in accordance with the Water Authority’s goals and objectives. The Executive Director is authorized to enter into such agreement for the Water Authority.

**FISCAL IMPACT:**

There is no fiscal impact.

**AGREEMENT  
BETWEEN THE  
ALBUQUERQUE BERNALILLO COUNTY WATER UTILITY AUTHORITY  
AND  
RBC CAPITAL MARKETS, LLC**

**THIS AGREEMENT** is made and entered into on the date of the last signature entered below by and between the Albuquerque Bernalillo County Water Utility Authority, a New Mexico political subdivision, P.O. Box 568, Albuquerque, New Mexico 87103-0568 (hereinafter referred to as the "Water Authority") RBC Capital Markets, LLC, whose address is 6301 Uptown Blvd, NE, Suite 110, Albuquerque, NM 87110 (hereinafter referred to as the "Contractor").

**RECITALS**

**WHEREAS**, the County of Bernalillo issued a Request for Proposals for "Financial Advisor" under RFP No. 26-16-AB dated March 6, 2016, attached hereto as Exhibit A; and

**WHEREAS**, the Contractor submitted its bid in response to FRP No. 26-16-AB dated April 5, 2016; and

**WHEREAS**, the Water Authority has the same need for Financial Advisor services as the County of Bernalillo; and

**WHEREAS**, the County of Bernalillo awarded the bid to the Contractor; and

**WHEREAS**, the Water Authority desires to engage the Contractor to render certain Financial Advisor services in connection therewith; and

**WHEREAS**, the Contractor is able to provide such services at a cost and in a timeframe in accordance with Water Authority goals and objectives.

**NOW THEREFORE**, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

1. **Scope of Services:** The Contractor shall perform the following services (hereinafter referred to as the "Services") in a satisfactory and proper manner, as determined by the Water Authority:

Perform those services identified in Exhibit A as required by the Water Authority.

2. **Time of Performance:** Services of the Contractor shall commence upon execution of this Agreement and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Agreement; provided, however, that in any event, all of the Services required hereunder shall be completed by June 27, 2018. This Agreement may be extended in accordance with extensions to the above-referenced RFP Agreement, upon written agreement of the parties.

3. **Compensation and Method of Payment:**

- A. **Compensation.** For performing the Services specified in Section 1 hereof, the Water Authority agrees to pay the Contractor in full payment for services rendered, at the rates listed in Exhibit A, plus New Mexico Gross Receipts Tax, which constitutes full and complete compensation for the Contractor's services under this Agreement, including all expenditures made and expenses incurred by the Contractor in performing such services.
- B. **Method of Payment.** Payment for Services shall be at rates as set forth in the rate schedule attached to Exhibit A, which rates are exclusive of gross receipts taxes. Gross receipts taxes must be billed as a separate item on the invoice to be paid. Payment shall be made monthly to the Contractor for the previous month upon completion and acceptance by the Water Authority receipt of properly documented invoices for payment as determined by the budgetary and fiscal guidelines of the Water Authority and on the condition that the Contractor has accomplished the Services to the satisfaction of the Water Authority.
- C. **Appropriations.** Notwithstanding any other provisions in this Agreement, the terms of this Agreement are contingent upon the Water Authority Board making the appropriations necessary for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Water Authority Board, this Agreement may be terminated at the end of the Water Authority's then current fiscal year upon written notice given by the Water Authority to the Contractor. Such event shall not constitute an event of default. All payment obligations of the Water Authority and all of its interest in this Agreement will cease upon the date of termination. The Water Authority's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

4. **Independent Contractor:** Neither the Contractor nor its employees are considered to be employees of the Water Authority for any purpose whatsoever. The Contractor is considered as an independent contractor at all times in the performance of the Services described in Section 1. The Contractor further agrees that neither it nor its employees are entitled to any benefits from the Water Authority under the provisions of the Workers' Compensation Act of the State of New Mexico, or to any of the benefits granted to employees of the Water Authority under the provisions of the Merit System Ordinance as now enacted or hereafter amended.

5. **Personnel:**

- A. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing all of the Services required under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Water Authority.

- B. All the Services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such Services.
- C. None of the work or Services covered by this Agreement shall be subcontracted without the prior written approval of the Water Authority. Any work or Services subcontracted hereunder shall be specified by written contract or Agreement and shall be subject to each provision of the Agreement.
6. **Indemnity:** The Contractor agrees to defend, indemnify and hold harmless the Water Authority and its officials, agents and employees from and against any and all claims, actions, suits or proceeding of any kind brought against said parties for or on account of any matter arising out of or resulting from the Services performed by the Contractor under this Agreement. The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.
7. **Insurance:** The Contractor shall procure and maintain at its expense until final payment by the Water Authority for services covered by this Agreement, insurance in the kinds and amounts hereinafter provided with insurance companies authorized to do business in the State of New Mexico, covering all operations under this Agreement, whether performed by it or its agents. Before commencing the Services and on the renewal of all coverages, the Contractor shall furnish the Water Authority a certificate or certificates in form satisfactory to the Water Authority showing that it has complied with this Section. All certificates of insurance shall provide that thirty (30) days written notice be given to the Risk Manager, Albuquerque Bernalillo County Water Utility Authority, P.O. Box 568, Albuquerque, New Mexico 87103-0568, before a policy is canceled, materially changed, or not renewed. Various types of required insurance may be written in one or more policies. With respect to all coverages required other than workers' compensation, the Water Authority shall be named an additional insured. All coverages afforded shall be primary with respect to operations provided. Kinds and amounts of insurance required are as follows:
- A. **Commercial General Liability Insurance.** A commercial general liability insurance policy with combined limits of liability for bodily injury or property damage as follows:
- |             |   |
|-------------|---|
| \$1,000,000 | Per Occurrence                          |
| \$1,000,000 | Policy Aggregate                        |
| \$1,000,000 | Products Liability/Completed Operations |
| \$1,000,000 | Personal and Advertising Injury         |
| \$ 50,000   | Fire - Legal                            |
| \$ 5,000    | Medical Payments                        |
- Said policy of insurance must include coverage for all operations performed for the Water Authority by the Contractor and contractual liability coverage shall specifically insure the hold harmless provisions of this Agreement.

- B. **Automobile Liability Insurance.** An automobile liability insurance policy with liability limits in amounts not less than \$1,000,000 combined single limit of liability for bodily injury, including death, and property damage in any one occurrence. Said policy of insurance must include coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work.
- C. **Workers' Compensation Insurance.** Workers' compensation insurance for its employees in accordance with the provisions of the Workers' Compensation Act of the State of New Mexico.
- D. **Professional Liability Insurance.** Professional liability insurance in an amount not less than \$1,000,000.00 per claim and in the aggregate.
- E. **Increased Limits.** If, during the term of this Agreement, the Water Authority requires the Contractor to increase maximum limits of any insurance required herein, an appropriate adjustment in the Contractor's compensation will be made.
8. **Discrimination Prohibited:** In performing the Services required hereunder, the Contractor shall not discriminate against any person on the basis of race, color, religion, gender, sexual preference, sexual orientation, national origin or ancestry, age, physical handicap, or disability as defined in the Americans With Disabilities Act of 1990, as now enacted or hereafter amended.
9. **ADA Compliance:** In performing the Services required hereunder, the Contractor agrees to meet all the requirements of the Americans With Disabilities Act of 1990, and all applicable rules and regulations (the "ADA"), which are imposed directly on the Contractor or which would be imposed on the Water Authority as a public entity. The Contractor agrees to be responsible for knowing all applicable requirements of the ADA and to defend, indemnify and hold harmless the Water Authority, its officials, agents and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties as a result of any acts or omissions of the Contractor or its agents in violation of the ADA.
10. **Reports and Information:** At such times and in such forms as the Water Authority may require, there shall be furnished to the Water Authority such statements, records, reports, data and information, as the Water Authority may request pertaining to matters covered by this Agreement. Unless authorized by the Water Authority, the Contractor will not release any information concerning the work product including any reports or other documents prepared pursuant to this Agreement until the final product is submitted to the Water Authority.
11. **Establishment and Maintenance of Records:** Records shall be maintained by the Contractor in accordance with applicable law and requirements prescribed by the Water Authority with respect to all matters covered by this Agreement. Except as otherwise authorized by the Water Authority, such records shall be maintained for a period of three (3) years after receipt of final payment under this Agreement.

12. **Audits and Inspections:** At any time during normal business hours and as often as the Water Authority may deem necessary, there shall be made available to the Water Authority for examination all of the Contractor's records with respect to all matters covered by this Agreement. The Contractor shall permit the Water Authority to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.
13. **Conflict of Interest; Governmental Conduct Act:** The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under this Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a current or former "public officer or employee" have been followed.
14. **Publication, Reproduction and Use of Material:**
- A. **Warranty.** The Contractor represents and warrants that the materials developed under this Agreement (hereinafter referred to as the "Work"), are original and do not and will not infringe any existing copyright; that the Work has not heretofore been published; and that to the best of the Contractor's knowledge, it contains no libelous or other unlawful matter. The Contractor shall defend, indemnify and hold harmless the Water Authority against any claim, action, suit or proceeding of any kind brought against the Water Authority and its officials, agent or employees by reason of any violation of proprietary right or copyright by, or any unlawful matter contained in, the Work.
- B. **Rights to Materials.** The parties agree that the Water Authority shall have all rights to the Work, including but not limited to the copyright to all applicable materials. To that end, the Contractor hereby grants to the Water Authority all its right, title and interest in and to the Work, including (without limiting the generality of the foregoing) the right to use, reproduce, prepare derivative works, display to the public, license, sell, or otherwise dispose of the Work as it shall see fit. The right to reproduce includes, but is not limited to, the right to reproduce the Work in or on any kind of article, whether useful or otherwise. The Water Authority shall also have the right to copyright the Work or any portion thereof, or take any other action it deems advisable for the purpose of protecting its rights in the Work.
15. **Compliance with Laws:** In performing the Services required herein, the Contractor shall comply with all applicable laws, ordinances, and codes of the Federal, State and local governments.
16. **Changes:** The Water Authority may, from time to time, request changes in the Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Water Authority and the Contractor, shall be incorporated in written amendments to this Agreement.



17. **Assignability:** The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement (whether by assignment or novation), without the prior written consent of the Water Authority therein.
18. **Termination for Cause:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the Water Authority shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, maps, studies, surveys, drawings, models, photographs, and reports prepared by the Contractor under this Agreement shall, at the option of the Water Authority, become its property. The Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Water Authority for damages sustained by the Water Authority by virtue of any breach of this Agreement by the Contractor, and the Water Authority may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due the Water Authority from the Contractor is determined.

19. **Termination for Convenience of Water Authority:** The Water Authority may terminate this Agreement at any time without cause and for the convenience of the Water Authority by giving at least ten (10) days' notice in writing to the Contractor. If the Contractor is terminated by the Water Authority as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the Services actually performed bear to the total Services of the Contractor covered by this Agreement, less payments of compensation previously made. If this Agreement is terminated due to the fault of the Contractor, the preceding Section hereof relative to termination shall apply.
20. **Construction and Severability:** If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.
21. **Enforcement:** The Contractor agrees to pay to the Water Authority all costs and expenses including reasonable attorney's fees incurred by the Water Authority in exercising any of its rights or remedies in connection with the enforcement of this Agreement.
22. **Entire Agreement:** This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

23. **Applicable Law:** This Agreement shall be governed by the construed and enforced in accordance with the laws of the State of New Mexico, and the laws, rules and regulations of the Albuquerque Bernalillo County Water Utility Authority.
24. **Confidentiality:** The Contractor shall take reasonable precautions to guard the confidentiality of the Water Authority's records and information furnished by the Water Authority. The Contractor agrees that all confidential material received from the Water Authority is proprietary to the Water Authority, and the Contractor shall not copy, duplicate, disclose or otherwise use any such material and/or information, except upon presentation of appropriate documentation as may be necessary to perform the Services contemplated hereunder or upon presentation of appropriate documentation with the written consent of the Water Authority or unless such information is otherwise a public record.
25. **Disaster Recovery Plan:** The Contractor shall develop and maintain a disaster recovery plan to ensure the safety of the Water Authority's records and to continue acceptable levels of services in the event of a catastrophe or major disruption.
26. **Effect of Waiver:** No waiver of any breach of this Agreement shall be construed to be a waiver of any subsequent breach.
27. **Rights Concurrent: and Cumulative:** The rights of the Water Authority under this Agreement are concurrent and cumulative. No right shall be exclusive of any other right or remedy allowed by law.
28. **Force Majeure:** Neither party shall be liable for any failure of or delay in the performance of their respective obligations under this Agreement to the extent such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of GOD or act of a public enemy, fires, floods, war, civil disturbances, sabotage, accidents, insurrections, blockades, embargoes, storms, explosions, or labor disputes. Each party shall use its best efforts to minimize the duration and consequences of any failure of or delay in performance resulting from said acts.
29. **Necessity and Method of Giving Notice:** Each party to this Agreement shall give any Notice required hereunder via First Class Certified Mail, Return Receipt Requested, postage paid, to the other party as follows:

To the Water Authority:

Albuquerque Bernalillo County  
Water Utility Authority  
P.O. Box 568  
Albuquerque, NM 87103  
Attn: Accounts Payable

To the Contractor:

RBC Capital Markets, LLC  
6301 Upton Blvd NE  
Suite 110  
Albuquerque, NM 87103

30. **Approval Required:** This Agreement shall not become effective or binding until approved by the Water Authority's Executive Director.

**IN WITNESS WHEREOF**, the Water Authority and the Contractor have executed this Agreement on the date of the last signature entered below.

**ALBUQUERQUE BERNALILLO COUNTY  
WATER UTILITY AUTHORITY**

**CONTRACTOR:**

**RBC CAPITAL MARKETS, LLC.**

Approved By:

\_\_\_\_\_  
Mark S. Sanchez, Executive Director

Date: \_\_\_\_\_

Reviewed by:

\_\_\_\_\_  
Charles W. Kolberg, General Counsel

Date: \_\_\_\_\_

By: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

State Taxation and Revenue Department

Taxpayer Identification Number:

02-358081000

**Federal Taxpayer**

**41-1416330**

**EXHIBIT A**

**County of Bernalillo RFP No. 26-16-AB**  
**Title: Financial Advisor**

## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this 28<sup>th</sup> day of June, 2016, by and between the County of Bernalillo, New Mexico, a political subdivision in the State of New Mexico, (hereinafter referred to as the "County"), and RBC Capital Markets, LLC, (hereinafter referred to as the "Contractor").

WITNESSED:

WHEREAS, the County issued a Request for Proposals for a Financial Advisor, RFP No. 26-16-AB, attached hereto as Exhibit A; and

WHEREAS, the Contractor submitted its Proposal, dated April 5, 2016, in response to RFP No. 26-16-AB, attached hereto as Exhibit B; and

WHEREAS, Exhibit B was modified as a result of contract negotiations held through a Best and Final Offer, which modifications are attached hereto as Exhibit C and contain the following document: Final Negotiated Price Submission of Proposal for Financial Advisory Services, all of which are incorporated herein by reference and made a part of this Agreement.

WHEREAS, the County desires to engage the Contractor to render certain services in connection therewith, and the Contractor is willing to provide such services.

NOW, THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

1. Scope of Services

The Contractor shall provide Financial Advisory services in accordance with Exhibit A as supplemented by Exhibit B & C both of which are incorporated herein by reference and made a part of this Agreement.

2. Inferior Materials

All services, found to be inferior to the quality specified in RFP No.26-16-AB, or deficient or incorrect in weight, measurement, workmanship, handicraft or otherwise, may be rejected as a whole or in part, and then shall be removed by the Contractor at the Contractor's own risk and expense promptly after notice of rejection. The Contractor shall assume responsibility for taking the necessary action to correct or replace the rejected items within thirty (30) consecutive calendar days of the receipt of notice of rejection.

3. Term

The anticipated Agreement term shall be for a period of two (2) years with, upon mutual Agreement, an option to renew for one (1) additional two (2) year period.

4. Termination for Cause

If, through any cause, the Contractor fails to fulfill the Contractor's obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, agreements or stipulations of any part of this Agreement, the County shall have the right to terminate the Agreement. The County reserves the right to recover any excess costs incurred by deduction from an unpaid balance due to the Contractor, or any other legal method. Cancellation shall be done by giving written Notice of Cancellation to the Contractor. The Notice of Cancellation shall include the effective date of cancellation.

The official address of the County is:

The County Purchasing Department  
One Civic Plaza NW, Room 10010  
Albuquerque, NM 87102

The official address of the Contractor is:

RBC Capital Markets, LLC  
6301 Uptown Blvd NE, Suite 110  
Albuquerque, NM 87110

5. Termination for Lack of Appropriations

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

6. Termination for Convenience of County

The County may terminate this Agreement at any time by giving at least thirty (30) calendar days notice in writing to the Contractor. If the Agreement is terminated by the County as provided herein, the Contractor will be paid in the amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Agreement, less payments previously made.

7. Termination by Contractor

The Contractor may terminate this Agreement on an annual basis at the expiration of each year of the term of this Agreement by giving written notice to the County at the address listed herein at least sixty (60) calendar days prior to the expiration of each year of the term of this Agreement. The expiration of each year for termination purposes shall be defined as 365 days from the date of execution of this Agreement and every 365 days thereafter for the term of this Agreement.

8. Compensation and Method of Payment

A. The County will pay to the Contractor in full payment for services rendered, at the rates listed in Exhibit B, attached hereto, plus applicable New Mexico Gross Receipts Tax, which constitutes full and complete compensation for the Contractor's services under this Agreement, including all expenditures made and expenses incurred by the Contractor in performing such services.

B. Method of Payment: Upon completion of work in a manner satisfactory to the County, and upon receipt by the County of a properly documented invoice, payment to the Contractor will be made within thirty (30) days from receipt of the invoice. Except as otherwise agreed to, late payment charges may be assessed against the County in the amount and under the conditions set forth in NMSA 1978, §13-1-158.

C. Invoices: Invoices shall be mailed, faxed, or e-mailed to: Bernalillo County Accounts Payable Office, One Civic Plaza NW, Albuquerque, New Mexico 87102, Fax Number (505-468-7201) or E-Mail Address: [accountspayable@bernco.gov](mailto:accountspayable@bernco.gov).

9. Independent Contractor

Neither the Contractor nor its employees are considered to be employees of the County for any purpose whatsoever. The Contractor is considered to be an Independent Contractor at all times in the performance described herein. The Contractor further agrees that neither it nor its employees are entitled to any benefits from the County under the provisions of the Worker's Compensation Act of the state of New Mexico, or to any of the benefits granted to employees. The Contractor shall not accrue leave, retirement, workers' compensation benefits, insurance, bonding, use of County vehicles, or any other benefits afforded to employees of the County, as a result of this Agreement. The County shall provide no liability coverage to the Contractor. The Contractor acknowledges that all sums received hereunder are reportable for income tax purposes as applicable for self-employment or business income, and New Mexico Gross Receipts Tax.

10. Personnel

A. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services as described under this Agreement. Such personnel shall not be employees of or have any contractual relationships with the County.

- B. The services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in performing the services shall be fully qualified and shall be authorized or permitted under federal, state and local laws to perform such services.
- C. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Any portion of the services subcontracted hereunder shall be specified by written agreement and shall be subject to each provision of this Agreement.

#### 11. Indemnity

Contractor shall defend, indemnify and forever hold and save the County, its elected officials and employees harmless against any and all suits, causes of action, claims, liabilities, damages, losses and reasonable attorneys' fees and all other expenses of any kind from any source which may arise out of this Agreement or any amendment hereto, if caused by the negligent act, error, or omission, or intentional act, error, or omission of the Contractor, its officers, employees, servants or agents.

#### 12. Reports and Information

At such times and in such forms as the County may require, there shall be furnished to the County such statements, records, reports, data and information, as the County may request pertaining to matters covered by this Agreement.

#### 13. Audits and Inspections

At any time during normal business hours and as often as the County may deem necessary, there shall be made available to the County for examination all of the Contractor's records with respect to all matters covered by this Agreement. The Contractor shall permit the County to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

#### 14. Insurance

##### A. General

The Contractor shall procure and maintain during the life of this Agreement insurance coverage of the kinds and in the amounts listed herein. The Certificates of Insurance must be issued by insurance companies authorized to do business in the State of New Mexico and shall cover performance under this Agreement whether completed by the Contractor, the Contractor's employees, or by subcontractors.

##### 1 Workers Compensation

Part I. Workers Compensation – Statutory

Part II. Employers' Liability - \$1,000,000

The Contractor shall comply with the provisions of the Workers Compensation Act of the State of New Mexico, (the "Act"). If the Contractor has determined that it is not subject to the Act, it will certify, in a signed statement, that it is not subject to the Act. The Contractor will notify the Contracting Agency (Bernalillo County) and comply with the Act should it employ three or more persons during the term in providing services to the County. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, the services provided by the Contractor may be terminated effective immediately.

##### 2. Commercial General Liability on ISO form CG 0001 0798 or equivalent.

Bodily Injury/Property Damage:	\$1,000,000 Each Occurrence \$2,000,000 General Aggregate
Products/Completed Operations:	\$1,000,000 Each Occurrence \$2,000,000 General Aggregate

##### 3 Business Automobile Liability



Business Automobile Liability Insurance shall include coverage for the use of all owned, non-owned and hired automobiles and vehicles.

- The Contractor shall furnish one copy each of Certificates of Insurance herein required for each copy of the Agreement, which shall specifically set forth evidence of all coverage required. If such limits are higher than the minimum limits required by the County, such limits shall be certified and shall apply to the coverage afforded the County under the terms and conditions of the Agreement as though required and set forth in the Agreement.

The Contractor or subcontractor(s) shall not begin work under the Agreement until the required insurance has been obtained and the proper Certificates of Insurance (or insurance policies) have been filed with the County, adding the County as an additional insured as applicable. Neither approval nor failure to approve certificates, policies or insurance by the County shall relieve the Contractor or subcontractor(s) of full responsibility to maintain the required insurance in full force and effect.

If, during the life of this the Agreement, the legislature of the State of New Mexico increases the maximum limits of the liability under the Tort Claims Act, the County may require the successful Contractor to increase the maximum limits of any insurance required herein. In the event that the successful Contractor is required to increase the limits of such insurance, an appropriate adjustment in the Agreement amount will be made.

It shall be clearly understood and agreed between the parties that the County is and shall be the owner of all documents and records pertaining to any matter undertaken by the Contractor pursuant to this Agreement.

The Contractor, upon final payment of the amount due under this Agreement, releases the County, its elected officials and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the County to any obligation not assumed herein by the County, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of work required under this Agreement.

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings

have been merged into this written agreement. No prior agreement or understandings, verbal or otherwise, of the parties, or their agents shall be valid or enforceable unless embodied in this Agreement.

20. Notice

Any notices required to be given hereunder shall be sent to the principals at the addresses specified in Section 4 herein. If either party shall change addresses or principals, then such party shall promptly notify the other party in writing. If no notification is made, then notice shall be deemed effective if sent to the principals at the addresses specified in Section 4 herein.

21. Pay Equity Reporting

If, this Agreement extends beyond one (1) calendar year, or is extended beyond one (1) calendar year, the Contractor must agree to complete and submit the required "Pay Equity Reporting Form" within thirty (30) calendar days of the anniversary date of the execution of the Agreement.

22. Code of Conduct

The Contractor agrees to abide by the Code of Conduct ([www.bernco.gov/code\\_of\\_conduct](http://www.bernco.gov/code_of_conduct)) of the County as it applies to Contractor's interactions with the County. Any violation of the Code of Conduct shall be considered a breach of this Agreement.

23. Compliance with Applicable Law

Contractor shall comply with all applicable state, federal, municipal and county laws, rules and ordinances.

24. Waiver

No waiver of any breach of any of the terms or conditions of this Agreement shall be held to be a waiver of any other or subsequent breach; nor shall any waiver be valid or binding unless the same shall be in writing and signed by the party alleged to have granted the waiver.

25. Equal Opportunity Compliance

The Contractor agrees to abide by all federal and state laws and regulations pertaining to equal employment opportunity. If Contractor is found to be not in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

26. Applicable Law

This Agreement shall be governed by the laws of the state of New Mexico.

27. Changes

The County may, from time to time, request changes in the Scope of Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the County and the Contractor, shall be incorporated in written amendments to this Agreement. This Agreement shall not be altered, changed or amended except by an instrument in writing executed by the parties hereto.

28. Assignability

The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement (whether by assignment or novation), without the prior written consent of the County thereto.

29. Construction and Severability

If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

30. Enforcement

The Contractor agrees to pay to the County all costs and expenses including reasonable attorney's fees incurred by the County in exercising any of its rights or remedies in connection with the enforcement of this Agreement.

31. Penalties

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

32. Entire Agreement

This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

33. Approval Required

This Agreement shall not become effective or binding until approved by the Bernalillo County Commission or designee.

34. Facsimile/Electronic Signature

A signature sent by facsimile or electronically shall have the same legal effect as if the original has been signed in person. This provision will apply to all documents associated with this Agreement.

(This space intentionally left blank)

SIGNATURE PAGE

Motion to approve Financial Advisory Services, this 28<sup>th</sup> day of June, 2016.

BOARD OF COUNTY COMMISSIONERS

[Signature]  
Art De La Cruz, Chair

[Signature]  
Wayne A. Johnson, Vice Chair

[Signature]  
Debbie O'Malley, Member

[Signature]  
Maggie Hart Stebbins, Member

[Signature]  
Lonnie C. Talbert, Member

APPROVED AS TO FORM:

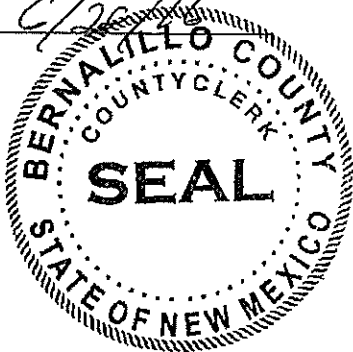
[Signature]  
County Attorney

Date: \_\_\_\_\_

ATTEST:

[Signature]  
Maggie Toulouse Oliver, County Clerk

Date: 6/28/16



CONTRACTOR:

By: [Signature]

Date: 6/28/16

\_\_\_\_\_  
New Mexico Gross Receipts Tax Number

\_\_\_\_\_  
Federal Tax Identification Number

EXHIBIT A

Bernalillo County

Request for Proposal # 26-16-AB

Financial Advisor



Non Mandatory Pre-proposal Meeting: March 16, 2016 10:00 am (local time)

One Civic Plaza NW  
10<sup>th</sup> Floor Purchasing Conference Room

Proposal Due: April 5, 2016 4:00 p.m. (local time)

Bernalillo County Purchasing Department, Room 10010  
One Civic Plaza NW, 10<sup>th</sup> Floor  
Albuquerque, NM 87102

Prepared by:

Bernalillo County  
Purchasing Department  
March 6, 2016

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## I. INTRODUCTION

### A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The Bernalillo County ("County") Purchasing Department on behalf of the County Finance Department is soliciting proposals from Offerors in which to provide Financial Advisory Services per the Scope of Work described below.

### B. SUMMARY SCOPE OF WORK

To provide professional Financial Advisory services for Bernalillo County's financial initiatives, related to, but not exclusive of the following; Revenue Bonds, General Obligation Bonds, Refunding Bonds, Tax and Revenue Anticipation Notes (TRAN), Industrial Revenue Bond (IRB), Tax Incrementing Financing (TIFF), Public Improvement Directive (PID), Conduit Bond Financing, Tax Increment Development Districts (TIDD), and Local Economic Development Act (LEDA).

The successful Offeror shall evaluate, and prepare economic and fiscal analysis of proposed projects pursuant to established criteria, state law, ordinances, regulations, and criteria promulgated by the County Manager in a timely, satisfactory and proper professional manner

### C. PROCUREMENT MANAGER CONTACT

Any inquiries or requests regarding this procurement should be submitted in writing to the designated Procurement Manager listed below. Attempts to contact anyone other than the Procurement Manager that the prospective Offeror believes can influence the procurement decision, i.e., Elected Officials, County Manager, Evaluation Committee Members, etc., may lead to immediate elimination from further consideration. All responses will be in writing and will be distributed to all potential Offerors who receive a copy of this Request for Proposals.

Annie Baca, Senior Buyer  
Bernalillo County Purchasing  
One Civic Plaza, NW, 10<sup>th</sup> Floor  
Albuquerque, New Mexico 87102

Telephone: (505) 468-7269  
Fax: (505) 468-7067  
E-mail: acbaca@bernco.gov

### D. DEFINITION OF TERMINOLOGY

This paragraph contains definitions that are used throughout this Request for Proposals (RFP), including appropriate abbreviations.

"Addendum" shall mean a change, addition or supplement to the information provided in this RFP document.

"Agreement" shall mean a duly executed and legally binding contract.

"Contractor" shall mean successful Offeror.

"County" shall refer to the County of Bernalillo, New Mexico.

"County Purchasing Department" means the purchasing agent for the County of Bernalillo, New Mexico, or a designated representative thereof.

"Desirable" means the terms "may", "can", "should", "preferably", or "prefers" identifies a desirable or a discretionary item or factor for the Department to determine.

"Determination" means the written documentation of a decision of a procurement manager including findings of fact required supporting a decision. A determination becomes part of the procurement file to which it pertains.



"Evaluation Committee Report" means a report prepared by the Procurement Manager on behalf of the Selection Committee that contains all written determinations resulting from the conduct of a procurement requiring the evaluation of competitive sealed proposals.

"Finalist" is defined as an Offeror who meets all the mandatory specifications of the RFP and whose score on evaluation factors is sufficiently high to qualify that Offeror for further consideration by the Selection Committee.

"Mandatory" means the terms "must", "shall", "will", "is required", or "are required", identify a mandatory item or factor. Failure to meet a mandatory item or factor may result in the rejection of the Offerors proposal, without exception.

"Notice of Award" shall mean a formal written notice by the Purchasing Department.

"Offeror" is any person, corporation, or partnership who chooses to submit a proposal.

"Owner" is synonymous with the County.

"Procurement Manager" means the person or designee authorized by the Purchasing Department to manage or administer procurements requiring the evaluation of competitive sealed proposals.

"Purchase Order" means the document, which directs a contractor to deliver items of tangible personal property or services pursuant to an existing Agreement.

"Request for Proposals" or "RFP" means all documents, including those attached or incorporated by reference, used for soliciting proposals.

"Resident Business" means a business that has a valid resident business certificate issued by the taxation and revenue department pursuant to §13-1-22 NMSA 1978 but does not include a resident veteran business.

"Resident Veteran Business" means a business that has a valid resident veteran business certificate issued by the taxation and revenue department pursuant to §13-1-22 NMSA 1978.

"Responsible Offeror" means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property described in the proposal.

"Responsive Offer" or "Responsive Proposal" means an offer or proposal, which conforms in all material respects to the requirements set forth in the request for proposals, including all mandatory requirements. Material respects of a request for proposals include, but are not limited to, price, quality, quantity, or delivery requirements.

"Selection Committee" means a team established to evaluate proposals, conduct interviews, and assist with negotiations during proposal evaluation for a specific product or services. Teams typically represent the functional areas to be addressed in the discussions. The Procurement Manager shall provide only technical assistance requested by the committee.

## II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP outlines and describes the major events of the Selection Process and specifies general requirements.

### A. SEQUENCE OF EVENTS

The Procurement Manager will make every effort to adhere to the following schedule:

	<u>Action</u>	<u>Responsibility</u>	<u>Date</u>
1	Issue of RFP	County Purchasing Department	March 6, 2016
2.	Non-mandatory Conference	Purchasing Dept., /Selection Committee, Offerors	March 16, 2016 @ 10:00 am (MST)
3	Deadline to Submit Questions, due 10:00 a.m.	Potential Offeror	March 17, 2016
4.	Response to Written Questions/RFP	Purchasing Dept., /Selection Committee	March 21, 2016
5.	Submission of Proposal	Offerors	April 5, 2016
6.	Proposal Evaluation	Selection Committee	Week of April 18, 2016
7.	Status Notification of Finalist(s)/Non-Finalist(s)	Purchasing Department	Week of April 25, 2016
8.	Interviews (if applicable)	Selection Committee, Finalists	May 2016
9.	Contract Negotiations	Purchasing Dept., /Selection Committee	May 2016
10.	Award	Bernalillo County Commission	June 2016

### B. EXPLANATION OF EVENTS

1. Distribution of RFP Document - This RFP is issued by the County Purchasing Department in accordance with the provisions of Sections 13-1-120 and 13-1-121 NMSA 1978. The County Purchasing Department is the only organization who is authorized to make copies and/or distribute this RFP in any format. A distribution list of those who receive the RFP will be maintained throughout the procurement process and will become part of the procurement file. Receipt of a Proposal from Offerors not included on the distribution list shall result in immediate disqualification and Proposal shall be rejected.
2. Questions/Clarifications - Between the time of issuance of the RFP and the non-mandatory conference, prospective Offerors are encouraged to call or e-mail the Procurement Manager (See Section I.C), concerning any questions about the scope of work or the RFP schedule. Additional copies of the RFP can be obtained from the Procurement Manager.
3. Non-Mandatory Conference

A non-mandatory conference will be held on March 16, 2016, at 10:00 a.m. Mountain Standard Time in the Purchasing Conference Room on the 10<sup>th</sup> Floor of the Albuquerque/Bernalillo County Government Center, One Civic Plaza NW, Albuquerque, New Mexico, 87102. Potential Offerors are encouraged to submit written questions in advance of the conference to the Procurement Manager (See Section I.C). The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the conference. All written questions will be addressed at the conference. A public log will be kept of the names of potential Offerors that attended the non-mandatory conference.

**Attendance at the pre-proposal conference is not a prerequisite for submission of a proposal.**

4. **Deadline to Submit Additional Written Questions**

Potential Offerors may submit additional written questions as to the intent or clarity of this RFP **until 10:00 a.m. on March 17, 2016**. All written questions must be submitted to the Procurement Manager via postal service, hand-delivery, electronic mail, or facsimile (See Section 1.C). All responses to written questions will be distributed via e-mail or facsimile to the Offeror distribution list. Include the e-mail address for the individual appointed to receive responses to the questions.

5. **Response to Written Questions/RFP Addendums**

Written responses to written questions that result in an RFP Addendum will be distributed in writing via e-mail or facsimile to all recipients of the original RFP. If the RFP requires a time extension, the proposal submission date will be changed as part of the written Addendum. **Any Addendum issued prior to the submittal deadline shall become a part of the RFP.**

6. **Submission of Proposal** - All Offeror proposals must be received for review and evaluation, **no later than 4:00 Mountain Standard Time on April 5, 2016**, addressed to the Purchasing Department, One Civic Plaza NW (Room 10010), Albuquerque New Mexico, 87102. The Purchasing Department will date and time stamp the sealed envelope upon receipt. It is the responsibility of the Offeror to ensure that proposals are received at the address listed above prior to the deadline. **Proposals received after this deadline will not be accepted.** Proposals must be sealed and labeled on the outside of the package to clearly indicate response to the **RFP #26-16-AB**. Proposals by facsimile or any other method will not be accepted.

**C. EVALUATION PROCESS**

The Evaluation Process section contains specific information about the process of evaluating Offeror proposals.

1. **Notice of Non-Responsiveness** – For any proposal submitted which is deemed non-responsive the Offeror will be notified in writing of such determination by the Purchasing Department.
2. **Selection Process** - The Selection Committee will review each Offerors proposal. Points will be allocated, as outlined in **Section V** of this RFP, by each member. Each member's point totals will be translated into a numeric ranking of all proposals. The individual member rankings will be totaled together to determine the overall ranking of proposals. During this time, the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposal through oral presentations (interview) or the provision of information (either orally or written) deemed necessary to assist in the evaluation process. However, proposals may be accepted and evaluated without such discussion. Discussions **SHALL NOT** be initiated by the Offerors. Offerors are advised that the Selection Committee, at its option, may enter into the negotiation process with the highest ranked Offeror on the basis of the evaluation of the written proposals only, and may not require discussion and/or interviews. Upon completion of the selection process, the Selection Committee shall recommend award of contract to the County Commission or their designee for approval. Each responsive Offeror will be notified in writing as to their status following the selection process.
3. **Status Notification of Finalists/Non-Finalists** – Each responsive Offeror will be notified in writing about the status of their proposal. This notification will include information regarding whether or not their proposal has been selected for the interview or negotiation process. Finalists will be those Offerors whose proposals have been selected to continue in either the interview or negotiation process. Non finalists are those Offerors whose proposals have not been selected to continue in either the interview or negotiation process.
4. **Best and Final Offers From Finalist(s)** – Finalist(s) may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers. When applicable, the notification to Finalist(s) who have been selected to submit a best and final offer will include the date and time, the best and final offer must be submitted.
5. **Interviews with Finalists** – If applicable the notices for the Finalists who have been selected for interviews, will include the interview date and time. The interview location is at the discretion of

the Selection Committee. Interview questions will be sent to finalists prior to interview by the Purchasing Department. Interview scoring will total 100 points. The points are equally divided between the prepared questions and each member will allocate points. Each member's point totals will be translated into a numeric ranking of all interviewed Finalists. The individual member rankings will be totaled together to determine the overall ranking of Finalists.

Rankings for the evaluation of written proposals are weighted 40% and ranking from the interviews are weighted 60% in determining the final selection as shown in Appendix B. The Offeror with the highest combined ranking (lowest numerical score) from the interview shall be recommended for award.

6. Negotiations – The County will begin negotiations with the highest ranked Offeror(s) following Finalist notification. Actual fees shall be negotiated based upon specific services, reimbursable expenses, and specific successful Offeror requirements. If negotiations are successful, the County shall prepare an Agreement for approval by the County Commission or its designee. If an agreement on terms cannot be reached within a reasonable time the County shall terminate negotiations and begin negotiations with the next firm on the ranking list. This process will continue until an Agreement has been negotiated with one of the firms on the ranking list. If an Agreement cannot be negotiated with the firms on the ranking list, the County may choose to negotiate with other qualified Offerors scored by the Committee or to terminate negotiations.

#### D. GENERAL REQUIREMENTS

The General Requirements section contains specific information about the process, general conditions, and instructions, which govern this procurement.

1. Protests - In accordance with Section 13-1-172 NMSA 1978, any Offeror who is aggrieved in connection with a solicitation or award of an Agreement may protest to the Purchasing Director. The protest must be submitted in writing within fifteen (15) calendar days after knowledge of the facts or occurrences giving rise to the protest to:

Lisa Sedillo-White, Purchasing Director  
Purchasing Department, Room 10010  
One Civic Plaza, NW  
Albuquerque, NM 87102

Protests must include the name and address of the protestant, the solicitation number, and a statement of grounds for protest, including appropriate supporting exhibits. Protests received after the deadline will not be accepted.

2. Incurring Cost - Any cost incurred by the Offeror in preparation, transmittal, or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror.
3. Application of Preferences – This procurement is subject to the application of preferences, pursuant to §13-1-21, NMSA 1978. Offerors are not eligible to receive both a Resident Business Preference and a Resident Veteran Business preference. **Section V** provides further detail regarding how preference points will be calculated.

**Resident Business Preference:** In accordance with §13-1-22, NMSA 1978, to receive additional points based on a 5% preference, the Offeror shall submit with its proposal, a copy of a valid Resident Business Certificate issued by the New Mexico Taxation and Revenue Department.

**Resident Veteran Business Preference:** In accordance with §13-1-22, NMSA 1978, to receive additional points based on the applicable Resident Veteran Business Preference described in A, B, or C below, the Offeror must submit a copy of a valid Resident Veteran Business certificate issued by the New Mexico Taxation and Revenue Department and the attached "Resident Veterans Preference Certification" form (Appendix D). The Resident Veteran Business Preference is based on the following: ]

- A. Businesses with annual revenues of \$1M or less are to receive a 10% preference;
- B. Businesses with annual revenues of more than \$1M but less than \$5M are to receive an 8% preference;
- C. Business with annual revenues of more than \$5M are to receive a 7% preference.

#### 4. Pay Equity Reporting

The Pay Equity Reporting requirements provided below shall apply to the successful Offeror, at the time of contract award. Offeror's acknowledgement to comply with the Pay Equity Reporting requirement is covered in Appendix A (page 25). **To review the Pay Equity Reporting Form, or related information, go to [www.bernco.gov/finance/pay-equity.aspx](http://www.bernco.gov/finance/pay-equity.aspx).**

- A. **Completion of the Pay Equity Reporting Form is required if the successful Offeror has ten (10) or more employees OR eight (8) or more employees in the same job classification and has a business located within the State of New Mexico.** A successful Offeror who is located out-of-state and has no facilities and no employees working in New Mexico are exempt, if the awarded contract is directly with the out-of-state contractor and fulfilled directly by the out-of-state contractor, and not passed through a local business. If the successful Offeror is out-of-state and has employees working in the State of New Mexico, whether or not those employees reside in the state, the contractor is subject to the reporting requirements.
  - B. Should the successful Offeror not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, offer must agree to provide the required report within ninety (90) calendar days of meeting or exceeding the size requirement.
  - C. The successful Offeror must also agree to levy these reporting requirements on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. The successful Offeror must further agree that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, offer will submit the required report, for each such subcontractor, within ninety (90) calendar days of that subcontractor meeting or exceeding the size requirement."
  - D. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, the successful Offeror must also agree to complete and submit the required form annually " within thirty (30) calendar days of the anniversary date of the execution of the Agreement.
5. Subcontractors - All work that may result from this procurement must be performed by the successful Offeror and payments will only be made to the successful Offeror.
  6. Amended Proposals - An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. Purchasing Department personnel will not collate or assemble proposal materials.
  7. Right to Reject Proposal - The County reserves the right to reject a proposal from any Offeror who has previously failed to perform properly, has caused the County to incur unreasonable costs or expense, failed to complete on time an agreement of a similar nature, or who is not in a position to perform the work governed by this RFP.
  8. Offerors Rights to Withdraw Proposal - Offerors will be allowed to withdraw their proposals at any time, prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request signed by the Offerors duly authorized representative addressed to the Director of the Purchasing Department. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is at the discretion of the Director of the Purchasing Department.
  9. Disclosure of Proposal Contents - A public log will be kept of the names of all Offerors which submitted proposals. The proposals and documents pertaining to the proposals will be kept confidential throughout the duration of the procurement process and until a contract is awarded. At that time, all proposals will be open to the public, except for the material, which has been previously noted and deemed as proprietary or confidential.
  10. Confidentiality/Public Records - Confidential data is normally restricted to confidential financial information concerning the Offerors organization and data that qualifies as trade secrets in

accordance with the Uniform Trade Secrets Act, 57-3-A-1 to 57-3A-7 NMSA 1978, or as provided by the Confidential Materials Act (14-3A-1, 1978 14-3A-2 NMSA 1978), and as otherwise provided by law. With the exception of the aforementioned, information and materials received by the County in connection with this RFP response shall be deemed to be public records, subject to public inspection, upon award of the RFP and execution of an Agreement by the County Commission or their designee. If the Offeror believes any of the information contained in its response is exempt from the Inspection of Public Records Act (NMSA 1978, Chapter 14, Article 2), then the Offeror must identify the material deemed to be exempt and cite the legal authority for the exemption. Any pages of a proposal on which the Offeror has stamped or imprinted "proprietary" or "confidential" must be readily separable from the proposal in order to facilitate public inspection of the non-confidential portion of the proposal.

The County's determination of whether an exemption applies shall be final, and the Offeror agrees to defend indemnify and hold harmless the County elected officials, employees and agents against any loss or damages incurred by any person or entity as a result of the County's treatment of records as public records.

11. Cancellation – This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the Director of the Purchasing Department determines such action to be in the best interest of the County.
12. Sufficient Appropriation – Any Agreement awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the Contractor. The County's decision as to whether sufficient appropriations and authorizations are available is in the sole discretion of the County and shall be final and binding upon the Contractor.  
  
If the determination is made that there is insufficient funding to continue or finalize the services the contractor will be compensated to the level of effort performed, as authorized by the County prior to that determination.
13. Code of Conduct – The successful Offeror shall abide by the Code of Conduct ([http://www.bernco.gov/code\\_of\\_conduct](http://www.bernco.gov/code_of_conduct)) of the County as it applies to the successful Offeror's interactions with the County. Any violation of the Code of Conduct shall be considered a breach of the Agreement (a draft of the proposed Agreement is included in **Section VI**).
14. Acceptance of Conditions Governing the Procurement – Offerors must indicate their acceptance of the Conditions Governing the Procurement, Section II, in the Submittal Letter Form. Submission of a proposal constitutes acceptance of all conditions contained herein including the evaluation factors contained in **Section V**.
15. Standard Agreement – A draft copy of the proposed Agreement to be entered into is included in **Section VI**. However, the County reserves the right to negotiate with the successful Offeror provisions in addition to those contained in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of the Agreement.
16. Offeror Qualifications - The Selection Committee may make such investigations as necessary to determine the ability of the Offeror to adhere to the requirements specified within this RFP. The Selection Committee will reject the proposal of any Offeror who is not a responsible Offeror or fails to submit a responsive offer as defined in Sections 13-1-83 and 13-1-85 NMSA 1978
17. Right to Waive Minor Irregularities - The Purchasing Department reserves the right to waive minor irregularities. The Purchasing Department also reserves the right to waive mandatory requirements if the mandatory requirement not met does not otherwise materially affect the procurement. This right is at the sole discretion of the Purchasing Department.
18. Notice - The New Mexico criminal statutes impose felony penalties for bribes, gratuities and kick-backs.
19. Release of Information - Only the County is authorized to release information covered by this RFP. The Offerors must refer to the County any requests to release any information that pertains to the work or activities covered by any action or award related to this RFP.

20. Ownership of Documents - Any specifications, and other project documents are the property of the County.
21. Costs Incurred in Responding - This solicitation does not commit the County to pay any costs incurred in the preparation and submission of proposals or in making necessary studies or designs for the preparation thereof, nor to procure or contract for services.
22. It is anticipated that an Agreement will be awarded within 90 days after receipt of proposals. The anticipated Agreement term shall be for a period of two (2) years with, upon mutual Agreement, an option to renew for one (1) additional two (2) year period.
23. Insurance Requirements – Insurance is required of the Contractor in the limits identified in the Proposed Draft Agreement, Paragraph 14, attached hereto.
24. Proof of licensing – The County reserves the right to request proof of licensing for which licensure by the State of New Mexico or another agency is required, (e.g., Professional Architect/Engineer Number, State Bar Member Number, etc).
25. W-9 Information - Pursuant to Federal Tax Law (Internal Revenue Code, Section 6041), the County is required to obtain a Taxpayer Identification Number (TIN) and a completed W-9 from the successful Offeror; according to Federal Income Tax Law (Internal Revenue Code, Section 3406), failure to furnish this information promptly and correctly (within 30 days) may result in a \$50.00 penalty imposed by the Internal Revenue Service. In addition, the Internal Revenue Service may require the County to withhold 28% of payments made, if the information is not furnished by the successful Offeror.  
  
If the successful Offeror's business is classified as a corporation, tax-exempt organization, government agency, or other exempt payee, the County will not file an Annual Information Return (Form 1088 Misc.) on your behalf. However, the law requires your TIN in addition to informing the County of payee type. If classified as an individual or sole proprietor, the TIN is your Social Security Number; otherwise, your Federal Employer Identification Number serves as your TIN.
26. Applicable Law - This procurement and any Agreement that may result from this procurement shall be governed by the laws of the State of New Mexico.



### III. RESPONSE FORMAT AND ORGANIZATION

This section describes the format and organization of the Offerors responses. Failure to conform to these guidelines may result in the disqualification of the proposal.

#### A. NUMBER OF RESPONSES

**Offeror's may submit only one (1) proposal.**

#### B. NUMBER OF COPIES

Offeror's shall deliver one (1) original plus five (5) identical copies (6 total) of Binder 1 and one (1) original and one (1) identical copies (2 total) of Binder #2 of their proposal, to the location specified on or before the closing date and time for receipt of proposals. **ORIGINALS** shall be clearly marked as such. The Selection Committee will not collate, merge, or otherwise manipulate the Offeror's proposals.

#### C. PROPOSAL FORMAT

All proposals must be typewritten on standard 8 1/2 x 11 paper. The proposal must be limited in format and length. All fold-out sheets, up to a maximum of 11" x 17" sheets will be counted as two (2) pages and shall be labeled as such. Length of the Proposal shall be limited to a maximum of forty (40) pages (printed sheet faces) of text and/or graphic material.

Material excluded from the forty (40) page maximum count shall include and shall be limited to:

- Ø Front cover (blank on back side)
- Ø Divider pages (blank except for title information)
- Ø Table of Contents (one page maximum)
- Ø Submittal Letter Form
- Ø Cost Detail
- Ø Certificate(s) of insurance
- Ø Resident Business Certificate
- Ø Resident Veteran Business Certificate (must also submit Appendix D – Resident Veteran Preference Certification)
- Ø Resident Veterans Preference Certification – Appendix D (must also submit Resident Veteran Business Certificate)
- Ø Back cover (blank on one side)

ANY SHEETS OR PAGES INCLUDED IN THE PROPOSAL, BUT NOT SPECIFICALLY EXCLUDED, AS NOTED ABOVE, SHALL BE COUNTED TOWARDS THE 40 PAGE MAXIMUM.

#### D. PROPOSAL ORGANIZATION

The proposal is to be organized and indexed in the following format and must contain, as a minimum, all listed items in the sequence indicated.

##### **Binder #1 (Mandatory)**

1. Table of Contents
2. Submittal Letter Form. Proposals must be accompanied by a Submittal Letter Form (Appendix A), which contains the following information:
  - A. Identity of the submitting business, including name and address of organization, firm, or Department and nature of organization (individual, partnership or corporation, private or public, profit or non-profit);
  - B. Identifies the name and title of the person(s) authorized by the company to contractually obligate the business for the purpose of this RFP;
  - C. Identifies the names, titles, and telephone numbers of persons to be contacted for clarification questions regarding this RFP and person(s) to be contacted for negotiations.
  - D. Acknowledges receipt of any and all Addendums to this RFP;

E. Statement of Concurrence: Pay Equity Reporting. A yes response will serve as the Offeror's concurrence to comply with the Pay Equity Reporting Requirements, or the Offeror may provide its initials indicating Pay Equity Reporting Requirements is not applicable (see Section II.D.4.A for further details).

F. By signing the form the Offeror is explicitly indicating the following:

1. Acceptance of Conditions Governing the Procurement as stated in Section II of this RFP.
2. A concurrence to comply with the Pay Equity Reporting Requirements as stated in Section II of this RFP.
3. A commitment to comply and act in accordance with the following:  
Federal Executive Orders relating to the enforcement of civil rights;  
New Mexico State Statutes and County of Bernalillo Ordinances regarding enforcement of civil rights;  
Federal Code, 5 USCA 7201 et. seq., Anti-discrimination in Employment;  
Executive Order No. 11246, Equal Opportunity in Federal Employment;  
Title 6, Civil Rights Act of 1964;  
Requirements of the Americans with Disabilities Act of 1990 for work performed as a result of this RFP.
4. Signature on the form must be from a person authorized to contractually obligate the Offeror.

3. "Campaign Contribution Form"

In accordance with **Appendix C**, Offeror's must comply with §13-1-191.1 pertaining to the disclosure of campaign contributions made to an applicable public official of a local public body.

**Offeror(s) shall submit the "Campaign Contribution Disclosure Form" with their proposal submittal. Any Offeror who fails to comply with this requirement will be disqualified, no exceptions. NOTE: THIS FORM SHALL BE SUBMITTED IN ITS ORIGINAL FORMAT AND SHALL NOT BE MODIFIED OR CHANGED IN ANY WAY.**

4. Proposal Summary (optional)\*
5. Response to Proposal Requirements (except for cost response)
6. Additional Required Materials

**Binder 2**

- a. Complete Cost Response
- b. Resident Business Certificate or Resident Veteran Business Certificate (see Section II.D.3 for additional information).
- c. Offeror's Additional Terms and Conditions\*\*

\*Properly tabbed divider for this section **must** be included in the proposal. Optional Proposal Summary is for information overview only and will not be scored. If no summary is provided, a single sheet must be included, following the tabbed divider, stating "No Proposal Summary included with this proposal".

\*\*If no exceptions or modifications have been included and Offeror has explicitly indicated acceptance on the "Submittal Letter" and no additional proposed Terms and Conditions are included, so state on a single sheet, following the tabbed divider.

Within each section of their proposal, offerors should address the items in the order in which they appear in this RFP. All discussion of proposed costs, rates or expenses must occur only in a separate location with the cost response form.

Offerors may attach other materials that they feel may improve the quality of their responses. However, these materials should be included as items in a separate appendix and counted towards the forty (40)-page maximum

**Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.**

**This space is intentionally left blank**

#### **IV. SCOPE OF SERVICES**

##### **A. PURPOSE:**

To provide professional Financial Advisory services for Bernalillo County's financial initiatives, related to, but not exclusive of the following; Revenue Bonds, General Obligation Bonds, Refunding Bonds, Tax and Revenue Anticipation Notes (TRAN), Industrial Revenue Bond (IRB), Tax Incrementing Financing (TIFF), Public Improvement Directive (PID), Conduit Bond Financing, Tax Increment Development Districts (TIDD), and Local Economic Development Act (LEDA).

The successful Offeror shall evaluate, and prepare economic and fiscal analysis of proposed projects pursuant to established criteria, state law, ordinances, regulations, and criteria promulgated by the County Manager in a timely, satisfactory and proper professional manner.

##### **B. SERVICE REQUIREMENTS:**

1. Provide advice, and reports, as requested regarding the planning and development of County Bond Issues, including providing an analysis of the most cost effective financing method to accomplish the County's goals, taking into consideration revenue sources and cash flow projections, credit rating impact, credit enhancements, arbitrage consequences, draw schedules, outstanding obligations, mill rates and future bonding needs.
2. Prepare and review any feasibility studies in connection with County Bond Issues and in consultation with the County's staff, Bond Counsel, accountants, or other consultants.
3. Provide ongoing advice on the appropriateness of refunding and /or restructuring any and all outstanding County Bond Issues, including preparing all necessary fiscal analysis and escrow structures, preparing or reviewing, if prepared by another party, any required securities orders for escrows, reviewing accountant's verifications, preparing timetables for required activities to complete the refunding/restructuring and assist the County's staff and Bond Counsel with all documents prepared in connection with the refunding/restructuring.
4. Provide advice and assistance in connection with the marketing and sale of all County Bond Issues including providing an analysis of market conditions that might normally be expected to influence interest in purchasing or the interest rate on the County Bond Issue; providing recommendations with respect to the use of a competitive versus negotiated sale process; assisting in the preparation of the official statement and other sales materials; providing assistance in receiving and opening bids at public sales and evaluating bids or responses for public and negotiated sales; participating in the pricing process for negotiated sales and advising the County as to the appropriateness of accepting or requiring repricing of issues; preparing a calendar of activities for each issue; and if requested by the County, preparing any credit rating applications or presentations.
5. Provide Business Analytics on proposed projects that include: return on investments, free cash flow, economic impact, internal rate of return, net present value, premiums paid, income statement/cash flow data, balance sheet, pre money and post money valuations.
6. Provide analysis of Organization and Structure of Companies that includes: verification of financial resources; personnel; ownership and structure; real property; intellectual property; sales and marketing; insurance; and products and services; material litigation; legal compliance; and taxation.
7. Provide Economic and Industry Driver Risk Assessments that include: project feasibility, viability; management capability; time horizon and investment decision recommendation; market competition; product development; and all relevant reports, studies and plans related to the company and industry.
8. Provide ongoing advice to the County, working with applicable staff to develop and maintain a coordinated approach to the overall requirements of the County's financing programs, and understanding plans and strategies for financing capital improvements. .

9. Review and advise the County on projects involving various forms of potential County financing as requested by the County. Services may include coordination with bond counsel, independent auditors, special consultants, project managers, and developers in developing or reviewing appropriate financial analysis.
10. Provide advice regarding the debt financing plans and strategies of other entities, such as authorities and enterprise funds that are subject to control or appointment by the County Commission.
11. Provide information and advice as to any proposed or pending federal or New Mexico legislation that may affect the County's financial programs.
12. Review all reports and compliance documents prepared by County bond counsel. Reports and documents include but not limited to arbitrage calculation reports every six months, yield reduction form 8038T & G, etc.
13. Prepare any other reports or documents related to the economic and fiscal analysis as necessary.
14. Attend meetings of the County Commission or County staff to make oral presentations, of the results of the analysis prepared, to the County Manager, Deputy County Managers, Division Directors, and to the County Commission.
15. Work with County staff to review, update and develop policies and procedures related to County financing methods.
16. Provide financing related training as requested by County.
17. Provide other services as reasonably requested by the County.
18. Subcontracting will be allowed contingent on written approval by the County

**C. REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA:**

Describe in a detailed narrative format your company's qualifications for this initiative. Each of the following should be addressed individually in the same order as outlined below:

**1. Method of Approach:**

- a. Offeror must prepare a detailed Method of Approach to the Scope of Services, referenced above. This section must confirm the Offeror's understanding of the RFP and ability to demonstrate the capability to successfully manage and provide the services outlined. Offeror must clearly distinguish tasks that the Offeror will undertake as distinguished from those which are the responsibility of the County. Absence of this distinction shall mean Offeror is assuming responsibility for all tasks.
- b. Describe the Offeror's philosophy. Specifically, describe the manner in which the Offeror plans to provide services, effectively manage the County's requests, and orientation of staff to provide services.

**2. Qualifications and Experience of Company and Key Personnel:**

- a. The company may not serve as underwriter in any competitive public sale or negotiated sale involving the County of Bernalillo. This will not preclude the company from purchasing or selling County bonds in the secondary market.
- b. Provide a general overview of your company, number of years in business, corporate headquarter location, type of business, and where company conducts business.
- c. Describe the Offeror's experience performing work as outlined in Scope of Service above.
- d. The company must have been engaged during the past five (5) years as a financial analyst/consultant in marketing or analyzing businesses. Provide a minimum of three (3) references for which similar services have been provided within the past five (5) years. Give dates and length of service. Describe the services performed and reference the name, title, and telephone number of who may be contacted for references and further information concerning the services performed.
- e. Qualification of key personnel to be assigned to perform the services, including length of time with company, education, and experience performing work of similar nature. Include resumes for all key personnel that describe the individuals' credentials (including any professional designation and affiliations, certifications or licenses, etc.), and background.
  - i. Knowledge of New Mexico state statutes, county ordinances, and policies is desirable.

**D. COST PROPOSAL (Binder 2):**

Please provide one prevailing hourly rate for the various services outlined within the Scope of Services (Appendix E). References of price or cost must only be outlined within Binder 2. Cost points will be distributed based on the grand total of the Face Amount and Minimum fee plus the hourly rate combined.

## V. EVALUATION CRITERIA

- A. **Selection Process:** The County Manager shall name, for the purposes of evaluating the proposals, a Selection Committee. On the basis of the evaluation criteria established in this RFP, the Selection Committee shall submit to the Purchasing Department a list of qualified Offerors in the order in which they are ranked. Proposal documentation requirements set forth in this RFP are designed to provide guidance to the Offeror concerning the type of documentation that will be used by the Selection Committee. Offerors should be prepared to respond to requests by the Purchasing Department on behalf of the Selection Committee for clarification, best and final offers, oral presentations, demonstrations or other areas deemed necessary to assist in the detailed evaluation process. Offerors are advised that the County, at its option, may award this request on the basis of the evaluation of the initial offers without conducting interviews.
- B. **Evaluation Criteria:** A maximum total of 100 points are possible in scoring each proposal for the evaluation. A brief explanation of each evaluation criteria and the corresponding point values for each is listed below. Information in one criterion may overlap information in other criteria. Offerors are encouraged to fully address each criteria completely, as points are assigned for responses to each separately. The evaluation criteria to be used by the Selection Committee for the proposal and the corresponding point values for each criteria are as follows:

C. **Evaluation Factors:**

- 1). **Proposed Approach to Tasks:** Discuss fully your proposed approach to the Scope of Services. Responses shall include a narrative format (see Section IV – Scope of Services paragraph C (1) a. and b).

**30 points**

- 2). **State relevant qualifications and experience of the company and key personnel who will be actively engaged in the assigned projects, including experience of subcontractors.** (see Section IV – Scope of Services paragraph C(2) a-e).

**45 points**

- 3). **Cost** (see Section IV – Scopes of Services paragraph D).

**25 points**

$$\frac{\text{Cost of Lowest Offeror}}{\text{Cost of this Offeror}} \times \text{Maximum Cost Score (25)} = \text{Cost Score of this Offeror}$$

**Total Possible Points 100**

D. **Interviews (applicable to Finalists only)**

If an interview is held, the Purchasing Department will distribute questions and instructions to the finalists prior to scheduled interview. A maximum total of 100 points are possible in scoring each interview for this RFP. The Selection Committee may at their discretion request additional clarification as to the contents of the RFP submittal from any of the Offeror(s).

- E. **Application of Preferences (Point-Based):** The preference points shall be calculated by multiplying the applicable preference percentage (see Section II.D.3 for applicable preference percentage) by the "Total Possible Points" in Section C above. Only those Offerors who provide the required preference certificate and the certification form in accordance with Section II.D.3, will receive additional points, which will be added to their already evaluated score.

**Application of Preferences - Weight-Based** (applicable only if an interview is held): Rankings for the evaluation of written proposals are weighted 40% and ranking from the interviews are weighted 60% in determining the final selection as shown in Appendix B. The preference points shall be calculated by multiplying the applicable preference percentage (see Section II.D.3 for applicable preference percentage) by the "weighted points". Only those Offerors who provide the required preference certificate and the certification form in accordance with Section II.D.3, will receive additional points, which will be added to their already evaluated score.

**Note: if an interview is not held, the preference points will be based on the "Total Points" of Section C only.**



**SECTION VI**  
**PROPOSED DRAFT AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the County of Bernalillo, New Mexico, a political subdivision in the State of New Mexico, (hereinafter referred to as the "County"), and \_\_\_\_\_, (hereinafter referred to as the "Contractor").

**WITNESSED:**

WHEREAS, the County issued a Request for Proposals for a Financial Advisor, RFP No. 26-16-AB, attached hereto as Exhibit A; and

WHEREAS, the Contractor submitted its Proposal, dated April 5, 2016, in response to RFP No. 26-16-AB, attached hereto as Exhibit B; and

WHEREAS, the County desires to engage the Contractor to render certain services in connection therewith, and the Contractor is willing to provide such services.

NOW, THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

**1. Scope of Services**

The Contractor shall provide Financial Advisory services in accordance with Exhibit A as supplemented by Exhibit B both of which are incorporated herein by reference and made a part of this Agreement.

**2. Inferior Materials**

All services, found to be inferior to the quality specified in RFP No. \_\_\_\_\_, or deficient or incorrect in weight, measurement, workmanship, handicraft or otherwise, may be rejected as a whole or in part, and then shall be removed by the Contractor at the Contractor's own risk and expense promptly after notice of rejection. The Contractor shall assume responsibility for taking the necessary action to correct or replace the rejected items within thirty (30) consecutive calendar days of the receipt of notice of rejection.

**3. Term**

The anticipated Agreement term shall be for a period of two (2) years with, upon mutual Agreement, an option to renew for one (1) additional two (2) year period.

**4. Termination for Cause**

If, through any cause, the Contractor fails to fulfill the Contractor's obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, agreements or stipulations of any part of this Agreement, the County shall have the right to terminate the Agreement. The County reserves the right to recover any excess costs incurred by deduction from an unpaid balance due to the Contractor, or any other legal method. Cancellation shall be done by giving written Notice of Cancellation to the Contractor. The Notice of Cancellation shall include the effective date of cancellation.

The official address of the County is:

The County Purchasing Department  
One Civic Plaza NW, Room 10010  
Albuquerque, NM 87102

The official address of the Contractor is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Termination for Lack of Appropriations

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

6. Termination for Convenience of County

The County may terminate this Agreement at any time by giving at least thirty (30) calendar days notice in writing to the Contractor. If the Agreement is terminated by the County as provided herein, the Contractor will be paid in the amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Agreement, less payments previously made.

7. Termination by Contractor

The Contractor may terminate this Agreement on an annual basis at the expiration of each year of the term of this Agreement by giving written notice to the County at the address listed herein at least sixty (60) calendar days prior to the expiration of each year of the term of this Agreement. The expiration of each year for termination purposes shall be defined as 365 days from the date of execution of this Agreement and every 365 days thereafter for the term of this Agreement.

8. Compensation and Method of Payment

A. The County will pay to the Contractor in full payment for services rendered, the sum of \$\_\_\_\_\_ or at the rates listed in Exhibit \_\_\_\_, attached hereto, plus applicable New Mexico Gross Receipts Tax, which constitutes full and complete compensation for the Contractor's services under this Agreement, including all expenditures made and expenses incurred by the Contractor in performing such services.

B. Method of Payment: Upon completion of work in a manner satisfactory to the County, and upon receipt by the County of a properly documented invoice, payment to the Contractor will be made within thirty (30) days from receipt of the invoice. Except as otherwise agreed to, late payment charges may be assessed against the County in the amount and under the conditions set forth in NMSA 1978, §13-1-158.

C. Invoices: Invoices shall be mailed, faxed, or e-mailed to: Bernalillo County Accounts Payable Office, One Civic Plaza NW, Albuquerque, New Mexico 87102, Fax Number (505-468-7201) or E-Mail Address: [accountspayable@bernco.gov](mailto:accountspayable@bernco.gov).

9. Independent Contractor

Neither the Contractor nor its employees are considered to be employees of the County for any purpose whatsoever. The Contractor is considered to be an Independent Contractor at all times in the performance described herein. The Contractor further agrees that neither it nor its employees are entitled to any benefits from the County under the provisions of the Worker's Compensation Act of the state of New Mexico, or to any of the benefits granted to employees. The Contractor shall not accrue leave, retirement, workers' compensation benefits, insurance, bonding, use of County vehicles, or any other benefits afforded to employees of the County, as a result of this Agreement. The County shall provide no liability coverage to the Contractor. The Contractor acknowledges that all sums received hereunder are reportable for income tax purposes as applicable for self-employment or business income, and New Mexico Gross Receipts Tax.

10. Personnel

A. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services as described under this Agreement. Such personnel shall not be employees of or have any contractual relationships with the County.

- ## 11. Indemnity

## 12. Reports and Information

At any time during normal business hours and as often as the County may deem necessary, there shall be made available to the County for examination all of the Contractor's records with respect to all matters covered by this Agreement. The Contractor shall permit the County to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

### A. General

## 1 Workers Compensation

## Part I. Workers Compensation – Statutory

Part II. Employers' Liability - \$1,000,000

2. Commercial General Liability on ISO form CG 0001 0798 or equivalent.

20

- |                                 |  |
|---------------------------------|--|
| Products/Completed Operations:  | \$1,000,000 Each Occurrence<br>\$2,000,000 General Aggregate |
| 3 Pollution Legal Liability -   | \$1,000,000 Each Occurrence (If Applicable)                  |
| 4 Business Automobile Liability |  |
- Combined Single Limit - \$1,000,000 Each Occurrence on ISO CA0001 1001 or equivalent.  
Pollution Liability (form MCS90) for Transportation exposure - \$1,000,000 Each Occurrence.  
(If Applicable)
- Business Automobile Liability Insurance shall include coverage for the use of all owned, non-owned and hired automobiles and vehicles.
- |   |  |
|---|--|
| 5 Independent Contractors: Included                               |  |
| 6 Contractual Liability: Included in Commercial General Liability |  |
| 7 Professional Liability: (if applicable)                         | \$1,000,000 Each Occurrence<br>\$2,000,000 General Aggregate |

The Contractor shall furnish one copy each of Certificates of Insurance herein required for each copy of the Agreement, which shall specifically set forth evidence of all coverage required. If such limits are higher than the minimum limits required by the County, such limits shall be certified and shall apply to the coverage afforded the County under the terms and conditions of the Agreement as though required and set forth in the Agreement. The Contractor shall furnish to the County copies of any endorsements that are subsequently issued amending coverage or limits.

#### B. Approval of Insurance

The Contractor or subcontractor(s) shall not begin work under the Agreement until the required insurance has been obtained and the proper Certificates of Insurance (or insurance policies) have been filed with the County, adding the County as an additional insured as applicable. Neither approval nor failure to approve certificates, policies or insurance by the County shall relieve the Contractor or subcontractor(s) of full responsibility to maintain the required insurance in full force and effect.

#### C. Increased Limits

If, during the life of this the Agreement, the legislature of the State of New Mexico increases the maximum limits of the liability under the Tort Claims Act, the County may require the successful Contractor to increase the maximum limits of any insurance required herein. In the event that the successful Contractor is required to increase the limits of such insurance, an appropriate adjustment in the Agreement amount will be made.

#### 15. Record Ownership

It shall be clearly understood and agreed between the parties that the County is and shall be the owner of all documents and records pertaining to any matter undertaken by the Contractor pursuant to this Agreement.

#### 16. Release

The Contractor, upon final payment of the amount due under this Agreement, releases the County, its elected officials and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the County to any obligation not assumed herein by the County, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

#### 17. Confidentiality

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

18. Conflict of Interest

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of work required under this Agreement.

19. Scope of Agreement

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

20. Notice

Any notices required to be given hereunder shall be sent to the principals at the addresses specified in Section 4 herein. If either party shall change addresses or principals, then such party shall promptly notify the other party in writing. If no notification is made, then notice shall be deemed effective if sent to the principals at the addresses specified in Section 4 herein.

21. Pay Equity Reporting

If, this Agreement extends beyond one (1) calendar year, or is extended beyond one (1) calendar year, the Contractor must agree to complete and submit the required "Pay Equity Reporting Form" within thirty (30) calendar days of the anniversary date of the execution of the Agreement.

22. Code of Conduct

The Contractor agrees to abide by the Code of Conduct ([www.bernco.gov/code\\_of\\_conduct](http://www.bernco.gov/code_of_conduct)) of the County as it applies to Contractor's interactions with the County. Any violation of the Code of Conduct shall be considered a breach of this Agreement.

23. Compliance with Applicable Law

Contractor shall comply with all applicable state, federal, municipal and county laws, rules and ordinances.

24. Waiver

No waiver of any breach of any of the terms or conditions of this Agreement shall be held to be a waiver of any other or subsequent breach; nor shall any waiver be valid or binding unless the same shall be in writing and signed by the party alleged to have granted the waiver.

25. Equal Opportunity Compliance

The Contractor agrees to abide by all federal and state laws and regulations pertaining to equal employment opportunity. If Contractor is found to be not in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

26. Applicable Law

This Agreement shall be governed by the laws of the state of New Mexico.

27. Changes

The County may, from time to time, request changes in the Scope of Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the County and the Contractor, shall be incorporated in written amendments to this Agreement. This Agreement shall not be altered, changed or amended except by an instrument in writing executed by the parties hereto.

28. Assignability

The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement (whether by assignment or novation), without the prior written consent of the County thereto.

29. Construction and Severability

If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

30. Enforcement

The Contractor agrees to pay to the County all costs and expenses including reasonable attorney's fees incurred by the County in exercising any of its rights or remedies in connection with the enforcement of this Agreement.

31. Penalties

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

32. Entire Agreement

This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

33. Approval Required

This Agreement shall not become effective or binding until approved by the Bernalillo County Commission or designee.

34. Facsimile/Electronic Signature

A signature sent by facsimile or electronically shall have the same legal effect as if the original has been signed in person. This provision will apply to all documents associated with this Agreement.

**SIGNATURE PAGE**

Motion to approve \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Art De La Cruz, Chair

\_\_\_\_\_  
Wayne A. Johnson, Vice Chair

\_\_\_\_\_  
Debbie O'Malley, Member

\_\_\_\_\_  
Maggie Hart Stebbins, Member

\_\_\_\_\_  
Lonnie C. Talbert, Member

**APPROVED AS TO FORM:**

\_\_\_\_\_  
County Attorney

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Maggie Toulouse Oliver, County Clerk

Date: \_\_\_\_\_

**CONTRACTOR:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
New Mexico Gross Receipts Tax Number

\_\_\_\_\_  
Federal Tax Identification Number

**APPENDIX A  
SUBMITTAL LETTER FORM  
RFP# 26-16-AB**

**Identity of Submitting Business (including d/b/a):**

--

**Mailing Address:**

--

**Who can contractually obligate?**

Name/Title:	E-mail:	Phone:
-------------	---------	--------

**Contact for Inquiries/Clarifications/Negotiations**

Inquiries/Clarifications Name/Title:	E-mail:	Phone:
Contact for Negotiations Name/Title	E-mail:	Phone:

**Addendum Acknowledgment:**

<p>If Addendum has been received, please indicate how many in the spaces below.</p> <p>Addendum number(s) _____ through _____ have been received.</p>
---

**Statement of Concurrence**

<p>Pay Equity Reporting requirements are applicable. Offeror agrees to comply as defined in Section II.D.4.</p> <p style="text-align: center;">Yes _____ No _____</p> <p>If Pay Equity Reporting Requirements are not applicable (see Section II.D.4.A) initial on the line below</p> <p style="text-align: center;">_____ (Offeror initials)</p>
---

By signing below my company/entity/organization commits to comply and act in accordance with the (1) Conditions Governing the Procurement and Pay Equity Reporting Requirements as stated in Section II of the RFP; (2) Federal Executive Orders relating to the enforcement of civil rights; (3) New Mexico State Statutes and County of Bernalillo Ordinances regarding enforcement of civil rights; (4) Federal Code, 5 USCA 7201 et. seq., Anti-discrimination in Employment; (5) Executive Order No. 11246, Equal Opportunity in Federal Employment; (6) Title 6, Civil Rights Act of 1964 and (7) Requirements of the Americans with Disabilities Act of 1990 for work performed as a result of this RFP.

<b>Signed:</b>	<b>Date:</b>
----------------	--------------



## APPENDIX B

### Final Rankings

Rankings for the evaluation of written proposals are weighted 40% and rankings from the interviews are weighted 60% in determining the final selection. The combined weighted rankings of written proposals and the interview determine the final rankings. The firm with the highest ranking (lowest numerical total) shall be awarded the selection. A sample of the selection ranking determination is given below.

Proposal Submittal (40%)		Interview (60%)	Final Ranking
Firm A	1 <sup>st</sup> 3 <sup>rd</sup>	$(1 \times .4) + (3 \times .6) = 2.2$	3
Firm B	3 <sup>rd</sup> 1 <sup>st</sup>	$(3 \times .4) + (1 \times .6) = 1.8^*$	1
Firm C	2 <sup>nd</sup> 2 <sup>nd</sup>	$(2 \times .4) + (2 \times .6) = 2.0$	2

\*Highest ranking (lowest numeric total) is awarded the selection.

All overall committee rankings, including written proposals, interview, and final rankings are public record and will be available for public inspection after final award of the project. Individual scores and rankings by each committee member shall be confidential. Ties in ranking by individual committee members and by collective committee rankings shall be scored using the sum of the ranking places, divided by the number of firms in a tie. The following is an example of scoring, for a tie at first.

Scoring	Numerical Ranking
Firm A Tie	$(1^{\text{st}} + 2^{\text{nd}}/2) = 1.5$
Firm B Tie	$(1^{\text{st}} + 2^{\text{nd}}/2) = 1.5$
Firm C 3 <sup>rd</sup>	= 3

A tie for first, at the end of the final rankings shall be broken by a separate ranking by the Selection Committee members, only ranking the firms involved in the tie. If a tie still exists after ranking only the tied firms, the Chair of the Selection Committee shall break the tie.

### Point Calculations

All calculations of point standings, including any addition or deduction of points to Offeror submittals shall occur at a meeting of the Selection Committee, with all members in attendance.

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a 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 or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

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 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 or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or a small purchase contract.

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

Name(s) of Applicable Public Official(s) if any:

**Bernalillo County Board of County Commissioners:**

Maggie Hart Stebbins, Chair

Art De La Cruz, Vice Chair

Debbie O'Malley, Member

Lonnie C. Talbert, Member

Wayne A. Johnson, Member

**Elected Public Officials:**

Tanya R. Giddings, Assessor

Maggie Toulouse Oliver, County Clerk

Willow Misty Parks, Probate Judge

Manual Gonzales III, Sheriff

Manny Ortiz, Treasurer

**DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:**

Name of Company (Prospective Contractor) \_\_\_\_\_

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Name of Applicable Public Official \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)

--OR--

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

Name of Company: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (Position)

**Resident Veterans Preference Certification**

\_\_\_\_\_  
(NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

**Please check one box only**

☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime. "

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime."

\_\_\_\_\_  
(Signature of Business Representative)\*

\_\_\_\_\_  
(Date)

\*Must be an authorized signatory for the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or unaward of the procurement involved if the statements are proven to be incorrect.

## "APPENDIX E"

### SCHEDULE OF FEES

#### I. GENERAL

- A. The fees stated include all costs associated with the performance of the services specified, including materials, supervision, labor, and related costs with the exception of out of pocket expenses for travel. No other charges shall be allowed.
- B. Fees stated shall be firm for the initial four (2) years of this Agreement.

#### II. FEES

- A. Please indicate your proposed fee (stated per \$1,000 face amount) of bonds issued with a minimum fee for the following:

	Bonds Issued	Per \$1000 face amount	Minimum Fee
1.	Industrial Revenue Bond	\$ _____	\$ _____
2.	Project Revenue Bond	\$ _____	\$ _____
3.	Public Improvement District Bond	\$ _____	\$ _____
4.	Tax Increment District Bond	\$ _____	\$ _____
5.	Gross Receipts Tax Revenue Bond	\$ _____	\$ _____
6.	Tax and Revenue Anticipation Note	\$ _____	\$ _____
7.	Refunding Bonds	\$ _____	\$ _____
8.	General Obligation Bonds	\$ _____	\$ _____
	<b>TOTAL</b>	\$ _____	\$ _____

- B. Provide the fees for special projects where bonds may or may not be issued.

Fee \$ \_\_\_\_\_/hour

EXHIBIT B

**COPY  
BINDER #1**

Bernalillo County, NM

Response to Request  
for Proposal for  
Financial Advisor  
Services

(#26-16-AB)

APRIL 5, 2016

**Strictly Private and Confidential**



**RBC Capital Markets**

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## 2. Submittal Letter Form

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Attached is the completed and signed Submittal Letter Form.



**APPENDIX A  
SUBMITTAL LETTER FORM  
RFP# 26-15-AB**

**Identity of Submitting Business (including d/b/a):**

RBC Capital Markets, LLC

**Mailing Address:**

6301 Uptown Blvd NE  
Suite 110  
Albuquerque, New Mexico 87110

**Who can contractually obligate?**

Name/Title: Paul Cassidy, Managing Director	E-mail: paul.cassidy@rbccm.com	Phone: 505-872-5991
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**Contact for Inquiries/Clarifications/Negotiations**

Inquiries/Clarifications Name/Title: Paul Cassidy, Managing Director	E-mail: paul.cassidy@rbccm.com	Phone: 505-872-5991
Contact for Negotiations Name/Title	E-mail:	Phone:

**Addendum Acknowledgment:**

If Addendum has been received, please indicate how many in the spaces below.

Addendum number(s) N/A through        have been received.

**Statement of Concurrence**


Pay Equity Reporting requirements are applicable. Offeror agrees to comply as defined in Section II.D.4.

Yes        No X

If Pay Equity Reporting Requirements are not applicable (see Section II.D.4.A) initial on the line below

PC (Offeror initials)

By signing below my company/entity/organization commits to comply and act in accordance with the (1) Conditions Governing the Procurement and Pay Equity Reporting Requirements as stated in Section II of the RFP; (2) Federal Executive Orders relating to the enforcement of civil rights; (3) New Mexico State Statutes and County of Bernalillo Ordinances regarding enforcement of civil rights; (4) Federal Code, 5 USCA 7201 et. seq., Anti-discrimination in Employment; (5) Executive Order No. 11246, Equal Opportunity in Federal Employment; (6) Title 6, Civil Rights Act of 1964 and (7) Requirements of the Americans with Disabilities Act of 1990 for work performed as a result of this RFP.

Signed: 	Date: <u>4/5/16</u>
---	---------------------

### 3. Campaign Contribution Form

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Attached is the completed and signed Campaign Contribution Form.



## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a 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 or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

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 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.

## 4. Proposal Summary

The following summarizes RBCCM's qualifications to provide the County with the financial advisory services requested. RBCCM's role as Financial Advisor is to efficiently design a financing program that meets the County's needs and to coordinate all issue-related activities between the issuer, bond counsel, disclosure counsel and purchaser or underwriter. RBCCM has appreciated the opportunity to serve the County since July 2012. We are confident that after reviewing our proposal, you will conclude that RBCCM is well qualified to continue to serve the County.

### **RBCCM has extensive knowledge and experience in municipal finance.**

RBCCM has an unparalleled depth of New Mexico experience.

- Within New Mexico alone, represents 18 counties, 29 cities, 48 school districts, 7 higher education institutions and 9 other tax-exempt governmental units.
- Consistently ranked in the top 10 financial advisors nationally.
- Consistently ranked the top financial advisor in New Mexico.
- Ranked in 2015 as the #1 Financial Advisor in New Mexico by par amount of bonds issued and by number of issues.
- The following details the Top 10 Financial Advisors in New Mexico, ranked by Par Amount over the past three years. 41% of deals issued publicly in New Mexico were financially advised by RBCCM.

Financial Advisor 1/1/2013 - 12/31/2015	Par Amount (US\$ mil)	Rank	Mkt. Share	Number of Issues
RBC Capital Markets	2,169.5	1	37.0	93
The Majors Group	727.0	2	12.4	2
Fiscal Strategies Group	389.6	3*	6.7	5
Public Resources Advisory Group	389.6	3*	6.7	5
FirstSouthwest	375.0	5	6.4	14
Western Financial Group	348.7	6	6.0	11
Kaufman Hall & Associates Inc	237.2	7	4.1	1
CSG Advisors Incorporated	196.8	8	3.4	11
Casey Financial Consulting	187.1	9	3.2	20
Public Financial Management Inc	149.5	10	2.6	2
<b>Industry Total</b>	<b>5,856.6</b>	<b>-</b>	<b>100.0</b>	<b>226</b>

Source: Thomson Reuters Date: 03/31/2016

(\*):tie

The above rankings do not include private bank placements or NMFA transactions.

### **RBCCM professionals have extensive New Mexico experience.**

The professionals assigned to serve the County have extensive experience with executing both traditional financings and more complex and highly structured transactions. This experience, combined with our first-hand knowledge of the workings of New Mexico government and the firm's local and national resources, provide RBCCM with the ability to efficiently manage the execution and sale of the County's bonds.

- Local New Mexico bankers, Paul Cassidy and Erik Harrigan, have a combined 55 years of experience in the issuance of New Mexico municipal bonds.
- Five full-time professionals in New Mexico with over 61 years of combined experience.
- Unparalleled depth of New Mexico financing experience having executed over 144 New Mexico issues as Financial Advisor totaling more than \$3 billion since 2011.

### **RBCCM offers the County local presence and a highly rated global platform.**

No other investment bank has the combination of bankers who can provide the County with relevant and diverse experience and the skills to identify and provide innovative ideas and opportunities, superior technical structuring capabilities, knowledge of New Mexico markets and trading levels for both fixed and variable rate bonds, knowledge of financial products, and transaction execution and sales ability.



## 5. Response to Proposal Requirements: Scope of Services

### [A] Purpose

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*To provide professional Financial Advisory services for Bernalillo County's financial initiatives, related to, but not exclusive of the following; Revenue Bonds, General Obligation Bonds, Refunding Bonds, Tax and Revenue Anticipation Notes (TRAN), Industrial Revenue Bond (IRB), Tax Incrementing Financing (TIF), Public Improvement Directive (PID), Conduit Bond Financing, Tax Increment Development Districts (TIDD), and Local Economic Development Act (LEDA).*

RBCCM acknowledges the purpose of the Request for Proposal is to provide professional Financial Advisory services for Bernalillo County's financial initiatives, related to, but not exclusive of the following:

- Revenue Bonds;
- General Obligation Bonds;
- Refunding Bonds;
- Tax and Revenue Anticipation Notes ("TRAN");
- Industrial Revenue Bonds ("IRB");
- Tax Increment Financing ("TIF");
- Public Improvement Directive ("PID");
- Conduit Bond Financing;
- Tax Increment Development Districts ("TIDD"); and
- Local Economic Development Act ("LEDA").

## 5. Response to Proposal Requirements: Scope of Services

### [B] Service Requirements

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*1. Provide advice, and reports, as requested regarding the planning and development of County Bond Issues, including providing an analysis of the most cost effective financing method to accomplish the County's goals, taking into consideration revenue sources and cash flow projections, credit rating impact, credit enhancements, arbitrage consequences, draw schedules, outstanding obligations, mill rates and future bonding needs.*

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RBCCM views its role as Financial Advisor to be an on-going responsibility that requires active engagement in every aspect of our client's financings. RBCCM has chosen a business strategy which focuses on assisting our clients by enhancing the value of the investment banking services we have traditionally provided. Our strength is in the full range of services we provide and the thorough approach we take to providing comprehensive financial advice to our clients. The financial services offered by our Firm are backed by over 61 years of experience and span several broad areas as indicated below:

- **Financial Planning** – Development of a marketable financing program which not only serves the needs of the County, but is also cognizant of the County taxpayers.
- **Supervision of Legal Proceedings** – Complete involvement in all legal matters and statutory requirements to avoid unnecessary bond authorization or financing setbacks. Attendance at all Governing Board meetings, when requested by County staff.
- **Public Information** – Participation in public or group meetings to inform County voters of all financial implications of proposed elections and financings.
- **Creation of a Competitive Market** – Assistance with preparation and distribution of accurate and timely information (Official Statement) concerning the bond issuance to the financial community in order to stimulate buying interest. Total involvement with rating services and/or bond insurers. Total market penetration to develop lowest possible interest cost for the County.
- **Timely Completion** – Delivery of proceeds to the County as scheduled.
- **Continuing Involvement** – Continuing attention to the County's bond-related accounts to ensure such are adequately invested. Monitor market/bonded debt relationships relative to potential County refinancing opportunities.

The following is a more detailed outline of the services RBCCM provides to its clients as part of our service engagement. We consider these services essential to a successful relationship with the County and therefore our fee for services includes all of the items mentioned.

#### **Bond Election**

Develop and implement a bond election strategy with the County staff and Board of County Commissioners, including:

- Act as "quarterback" for the County in coordinating all legal and financial aspects associated with the bond election.
- Coordinate the development of a detailed timetable of events for all legal and financial steps necessary for the bond election.
- Assist the County's bond counsel to ensure timely completion of all necessary legal steps and filings with the County Elections Department and U.S. Justice Department.
- Develop alternative debt structures for review with the County and the County Commission to determine the structure that most effectively meets the County's needs.
- Develop tax rate sensitivity schedules and information for impact on homeowner's tax bill.
- Assist in preparation and review of voter information pamphlet.



- Attend County Governing Board meetings to discuss or explain bond election and structuring issues.
- As requested, attend community information meetings to assist in dissemination of bond program information.

## **Pre-Financing**

- Provide updated debt service projections illustrating the effect authorized but unissued bonds will have on the County's tax rate and taxpayers, determining if the financing structure should be modified.
- Develop detailed debt profiles that list all the specifics regarding the debt outstanding such as original amount, current amount outstanding, call date, maturity schedule, coupon rates, ratings, credit enhancement, if any, and use of proceeds,
- Assist the County with the necessary preparations for future County Commission meetings regarding proposed bond issues.
- Assist the County's bond attorney in the preparation of complete legal proceedings to enable the County Governing Board to order the sale of bonds.
- Assist the County in the selection of a bond registrar/transfer/paying agent, if necessary.
- Work closely with the County Treasurer and Assessor, in addition to the County administrative staff, in order to secure applicable financial descriptive information relative to the County as required for preparation of the Official Statement.
- Work closely with large corporate taxpayers, additional economic contributors, and other sources to obtain descriptive information required for the Official Statement.
- Assist in preparing the Official Statement in accordance and compliance with Securities Exchange Commission ("SEC") Rule 15c2-12 (municipal disclosure) and recommend the methods to distribute it to the financial community. To the extent the County retains a Disclosure Counsel, RBCCM will assist in the preparation and review of the Preliminary and Final Official Statement.
- Contact and inform bond rating services and, if necessary, meet with bond rating services as required concerning the County and its financings in order to secure the best possible bond rating for the County.
- Contact and advise municipal bond insurers concerning the County and its financing for evaluation of bond insurance, as appropriate.
- Disseminate the bond ratings and/or bond insurance status to the financial community and give full response to all inquiries from potential bidders underwriters or members of selling group.
- Provide total market creation services to enhance issue prospects in terms of securing minimum financing (interest rate) cost.
- Attend to any additional details which may arise in the course of the pre-financing period.

## **Financing Services**

- Evaluate all financing programs to assure marketing receptiveness. If necessary, redesign financing program to best serve both the County and public interest with regard to existing market conditions.
- Consult with the County Commission and its administrative staff on market conditions and program effectiveness.
- Evaluate bond markets and recommend the sale method under State law which will result in the lowest interest rate to taxpayers.
- *If the bonds are sold at a competitive sale:*
  - Electronically disseminate or recommend alternatives to disseminate the Official Notice of Sale and Preliminary Official Statement to the investment community. RBCCM's recommended use of an Internet platform to assist prospective bidders in submission of bids has increased the number of investors bidding on New Mexico bonds and has helped to stimulate more competitive rates for our clients;





- Provide any additional information required by bidders;
- Meet with County administrative staff to coordinate reception of bids
- Verify winning and cover bids for accuracy;
- Advise the County as to the most advantageous underwriting bid in order that a contract for the purchase of bonds may be awarded;
- Make a detailed report to the County Commission concerning the bond sale results.
- *If the bonds are sold at a negotiated sale:*
  - Assist County staff in selection of a bond underwriter(s) to market bonds;
  - Assist in the development of marketing information to be used by underwriting group to maximize investor interest in the sale;
  - Brief County staff and the Commission on current market conditions coincident with the timing of the County's sale and help establish the appropriate pricing levels;
  - Coordinate the marketing of the County's issue by underwriters and, if necessary, recommend adjustment of the selling prices to ensure a complete sale at the most competitive pricing levels possible; and
  - Make a detailed report to the County Commission concerning the bond sale results.
- *New Mexico Finance Authority ("NMFA") Public Project Revolving Fund ("PPRF") Loan Program*
  - Loan Option – Evaluate NMFA PPRF as a private placement option to competitive or negotiated sale methods.
  - Loan Structuring - Coordinate all functions performed in the development of loan structure and negotiate terms.
  - Make a detailed report to the County Commission concerning the bond sale results;
  - Timely Completion – Coordinate delivery of loan proceeds to County as scheduled.

## **Post-Financing Services**

- Prepare and distribute debt retirement schedules to enable the County to adopt proper future budgets with regard to issue requirements.
- Consult with the County staff and its architects to determine construction project cash flow with respect to the investment and use of idle bond funds during the period of construction.
- Assist County officials in the closing document executions including necessary 8038-G form and subsequent arbitrage reporting.
- Arrange for closing documents including legal opinion.
- Deliver executed bonds to the County; assist in the delivery of bonds to the purchaser and transfer of bond money to the County.
- Upon delivery of bond money, ensure that investment of available bond proceeds has been made immediately.
- Assist Bond Counsel in providing the County with a complete transcript of proceedings.
- Annually advise the County of upcoming fiscal year debt obligations to ensure proper tax levy (for general obligation bonds).
- Monitor County obligations with respect to existing market conditions in order to advise of any refinancing or other opportunities that would be beneficial to the County.
- Update County financial, budgeting and economic data for submission to the bond rating agencies and/or bond insurers and advise the County as to any factors that may affect their ratings.



- Consult with and advise the County concerning future financing plans and the authorization and issuance of future bonds.
- Coordinate with Department of Finance & Administration ("DFA") to ensure proper tax rate setting based on the County's tax rate goals and long-term bonding program.

## Inter-Financing Services

RBCCM also will provide services in between financings including:

- Preparation of presentation materials for bond rating agencies; organization of rating agency visits (if necessary); and completion of requests for County financial information by bond rating companies, investors and information repositories.
- Updates of bond payment schedules as principal is amortized on an aggregate basis and for each outstanding bond issue for use by the County, the County's Auditor and the DFA.
- Updates of future bond sale financing timetables.
- Notification of significant legislation, regulations or economic changes that may affect the County's bond rating or bonding capacity.
- Demographic and financial trends relating to the County's population and tax base.
- Tax rate analysis and projections based on the County's bonding program.
- Cash flow and cash management activities including advice on the use of warrants, tax anticipation notes, or other cash flow borrowings.
- Compliance assistance relating to bond yield calculations and arbitrage rebate, if applicable.
- Updates on current market climates and new market products.
- Updates on changes in bonding capacity as debt is amortized and as assessed valuation changes.
  - As an example:

Bonding Capacity After Series 2016/ 2016A		Bonding Capacity Before Series 2016/ 2016A	
2015 Assessed Valuation	\$ 15,119,077,244	2015 Assessed Valuation	\$ 15,119,077,244
Bonding Capacity (4%)	604,763,090	Bonding Capacity (4%)	604,763,090
Bonds Outstanding	124,701,000	Bonds Outstanding	114,336,000
Capacity In Excess of Present Requirements	\$ 480,062,090	Capacity In Excess of Present Requirements	\$ 490,427,090
% Bonded to Capacity	20.62%	% Bonded to Capacity	18.91%

## Bond Structure Considerations

The County has a significant amount of "legacy" long-term, non-callable gross receipts tax debt which eliminates the County's flexibility to take advantage of the lower interest rate environment. Among the County's Gross Receipts Tax Revenue Bonds only \$990,000 out of \$118,005,000, or less than 1% of the County's GRT debt, can be optionally redeemed. In fact, the Series 1996B, 1997, 1998 and 2005 Bonds were all issued with final maturities longer than 15 years but without the ability for the County to optionally redeem the bonds prior to maturity thus eliminating the possibility to reduce interest cost to the County. As the County's financial advisor, we would continually review the pros and cons of various optional redemption dates and the impact on pricing while providing maximum flexibility to the County.

Additionally, the County's gross receipts tax debt has principal payment dates on April 1, June 15, August 1, October 1 and November 15. The County makes interest payments or principal and interest payments on eight months out of the year. The County makes debt service payments on its General Obligation Bonds six months out of the year and in some cases there are two debt service payments for different series of bonds in the same month. All of the administrative requirements that go into making payments on the County's debt can be simplified by reducing the amount of payments to a couple of times a year. As the County's financial advisor, one of our goals would be to assist the County with targeting a common payment date for the general obligation bonds

to line up with property tax collections so that the majority of collections will have been received prior the payment of principal. In addition, we would assist the County in aligning the debt service payments on its gross receipts tax bonds. This will reduce the amount of time that County staff has to dedicate to the payment of debt service.

2. Prepare and review any feasibility studies in connection with County Bond Issues and in consultation with the County's staff, Bond Counsel, accountants, or other consultants.

We assisted Bernalillo County staff and Commission in preparation of the Debt Policy and Post Issuance Compliance Policy in an effort to move the county to be more policy driven. In connection with the debt policy, we assisted and advised on a long term fund balance policy and various debt ratios to be monitored or achieved. The initial policies were approved in 2012 and revised in 2015.

With regard to feasibility studies, RBCCM has had experience with Public Improvement District ("PID") and Tax Increment Development District ("TIDD") transactions. The staff of RBCCM's Albuquerque office has been instrumental in the legislative efforts to enable PID and TIDD financing in New Mexico. Our significant local expertise combined with our national special district team makes our expertise in PID and TIDD financing second to none. **Since the inception of PID financings in the State of New Mexico, staff of RBCCM has served as financial advisor or underwriter for most early PID transaction that has been completed including Ventana West, Cabezón, and Mariposa.** We have also evaluated numerous PID/TIDD transactions which have not yet been completed due to market conditions.

With regard to the Developer of PIDs/TIDDs projects, staff of RBCCM will

1. Attend pre-application discussions with developers.
2. Review and evaluate the developer's proposed PIDs/TIDDs application and identify issues specific to the proposed project that should be addressed in its application.
3. Review and evaluate the developer's financial feasibility study and financing plan.

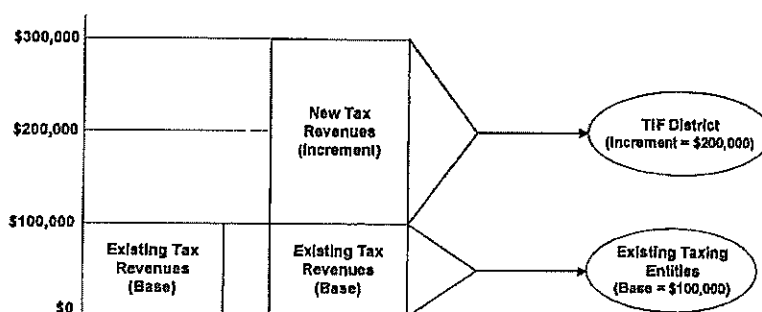
Detailed below is an overview of the PID and TIDD financing process.

**Public Improvement District ("PID")** - The New Mexico Public Improvement District Act (the "Act") became effective on April 5, 2001. The Act was passed to authorize local governments and developers to create PIDs for the purpose of selling tax-exempt bonds to fund public infrastructure improvements. The Act allows any county or city to establish a PID which allows for the financing of public services and facilities. Basically, it allows communities to raise funds for improvements to infrastructure (such as streets, major arterials, water and sewer systems, storm drains and offsites). Local governments are forced to require developers to put in the necessary regional offsite infrastructure for new home developments. The developer then adds the cost of this infrastructure to the price of each new home. The homebuyer pays more for the home, therefore increasing the amount of the mortgage.

Many developers opt for establishing a PID so they can sell the homes at a lower price. Prior to the sale of the homes, they are the only "voters" in the PID and thus have the power to create the district for future property owners. The cost is then passed on to the homeowner in the form of annual special levies.

### Tax Increment Financing ("TIF")

is a method to finance real estate or economic development costs utilizing the additional tax revenues generated by the project. Traditionally, TIF has been used for urban renewal or redevelopment. Its use has spread in some states to include a broader range of economic development applications including:



- Financing public infrastructure including streets, water, sewer, sidewalks, and similar improvements.
- Building housing for low and moderate income families.
- Providing economic development incentives to new or expanding business or industry.
- Financing environmental remediation and cleanup.

TIF utilizes the additional taxes paid (no new taxes are levied) as a result of development in a district to pay for part of the project related development costs. The laws vary from state to state on the type of taxes (real property, tangible property, gross receipts or sales, utility, etc.) and the eligible taxing entities (municipality, county, school district, state, or special districts) used to fund TIF districts. Each eligible taxing entity continues to receive its current level of taxes (the base). Any increase in taxes resulting from the new development (tax increment) flows to the TIF district for funding eligible costs as shown.

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*3. Provide on-going advice on the appropriateness of refunding and /or restructuring any and all outstanding County Bond Issues, including preparing all necessary fiscal analysis and escrow structures, preparing or reviewing, if prepared by another party, any required securities orders for escrows, reviewing accountant's verifications, preparing timetables for required activities to complete the refunding/restructuring and assist the County's staff and Bond Counsel with all documents prepared in connection with the refunding/restructuring.*

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RBCCM continually monitors its clients outstanding debt, tax collection, state and federal law changes, and refunding opportunities to plan and refine the long-range funding plans of its clients. We will work with County staff and Bond Counsel in the development and review of all documents prepared in connection with a bond transaction.

**Refunding for Savings** The County has \$124.071 million of outstanding general obligation bonds and \$118.005 million of outstanding gross receipts tax debt. None of the gross receipts tax bonds are currently callable. The County's Series 2009A Bonds are currently callable and the County's Series 2011 General Obligation Bonds are callable in February 2017. Given current market conditions and the short final maturity, refunding the Series 2009 or Series 2011 Bonds does not generate present value savings to be economically beneficial. As the County's financial advisor, we would continually monitor all of the County's debt for possible interest rate savings and advise the County on the considerations, benefits and detractions of refunding certain bonds. A summary of the County's outstanding general obligation and gross receipts tax bonds are included in Appendix I, which lays out the debt by series, amount outstanding, call date, amount callable and the average remaining life.

Since RBCCM was hired as Financial Advisor, the County has refunded \$31.14 million saving \$3.66 million . The following table expresses those savings by series.

Series	Par Amount Refunded	PV Savings (\$)	PV Savings (%)	Cash Flow Savings	Annual Cash Flow Savings
2014A	\$3,029,000	\$372,217	12.29%	\$399,408	\$50,000
2015A	14,236,000	1,140,767	8.02%	1,103,699	85,000
2016A	13,875,000	2,147,324	15.48%	2,950,368	245,000
<b>TOTAL</b>	<b>\$31,140,000</b>	<b>\$3,660,308</b>	<b>11.75%</b>	<b>\$4,453,475</b>	<b>\$380,000</b>

# BERNALILLO COUNTY



## General Obligation Refunding Bonds, Series 2016A, \$14,995,000 Plan of Finance

Prepared by:



RBC Capital Markets

February 29, 2016, the NMAC rule 2.61.8, Public Finance – State of Indebtedness and Securities – Approval of Refunding Bonds, became effective. This rule requires Municipalities and Counties to complete a comprehensive Finance Plan on the refunding of bonds.

This plan includes:

(1) Refunding Details

- (a) Estimated Gross and Net Present Value Savings
- (b) Interest Rate and Debt Service Comparison
- (c) Sources and Uses of Funds
- (d) Advanced Refunding Details

(2) Debt Management

- (a) Parity Debt
- (b) History of Pledged Revenues
- (c) Debt Service Coverage
- (d) General Obligation Bonds: Mill Levy

(3) Debt Structure and Terms

- (a) Estimated Bond Debt Service Schedule
- (b) Estimated Bond Statistics
- (c) Estimated Average Life of Refunding Bonds
- (d) Combined Future Debt Service Requirements
- (e) Terms & Conditions of the Refunding Bonds

(f) Maximum Parameters

(4) Sales Management

- (a) Financial Advisor
- (b) Method of Sale
- (c) Outside Counsel
- (d) Detailed Cost of Issuance
- (e) Time Schedule

(5) Legal Documents

- (a) Adopted Ordinances
- (b) Draft Resolutions to be adopted
- (c) Financing Documents

RBCCM completed the required finance plan, as financial advisor to the County, for the Series 2016A Bonds.

**Restructuring** RBCCM has significant experience working with clients in recent years to implement tax rate relief strategies. In the recent past, Paul Cassidy as Financial Advisor to Las Vegas City Schools restructured a portion of the District's debt which included deferral of principal amortization to eliminate interfund borrowing and partially address a multiple payment date problem. Restructuring of the debt also allowed the District to implement a formal bond cycle program and stabilized the debt service tax rate to include future bond elections without a tax rate increase. In 2015 RBC CM assisted San Juan County in restructuring its outstanding gross receipts tax debt to provide new capital funds for infrastructure projects. We are currently working with Colfax County to restructure its gross receipts tax debt to provide new funding for expansion and renovation of the Vigil-Maldonado Detention Center.



4. Provide advice and assistance in connection with the marketing and sale of all County Bond Issues including providing an analysis of market conditions that might normally be expected to influence interest in purchasing or the interest rate on the County Bond Issue; providing recommendations with respect to the use of a competitive versus negotiated sale process; assisting in the preparation of the official statement and other sales materials; providing assistance in receiving and opening bids at public sales and evaluating bids or responses for public and negotiated sales; participating in the pricing process for negotiated sales and advising the County as to the appropriateness of accepting or requiring repricing of issues; preparing a calendar of activities for each issue; and if requested by the County, preparing any credit rating applications or presentations.

Section B.1 provides a comprehensive list of services RBCCM provides as Financial Advisor. RBCCM's experience and assistance is further demonstrated as follows:

### Long Term Financial Planning Tools

Staff of RBCCM was the first to develop the concept of a regular multi-issue bond cycling program to fund long-term capital needs. This approach to capital funding has now been embraced by many issuers in the State. Bond issues are structured to be repaid as quickly as the current debt service tax rate will permit and the declining annual debt service payments allow for the issuance of additional debt without an increase in debt service tax rate. Bond payments are now structured with a level principal assumption. Future bond issuances are subject to voter approval. This strategy has been well received by voters in Albuquerque local governments.

### Assumptions

#### 1. Tax Rate

2016 & After \$1.265 per \$1,000 of A.V.

#### 2. A.V. Growth Rate

2016 - 2017	1.75%
2018 - 2019	1.75%
2020 & On	1.75%

#### 3. Current Year Tax Collection Rate

2016 & After 97%

#### 4. Delinquent Tax Collection Rate

2016 & After 3%

#### 5. Interest Rate Assumptions By Election

2017 - 2018	4.50%
2019 - 2020	4.75%
2021 & After	5.00%

### Summary of Elections

Election	Election	% Bonded to
Year	Size	Capacity
2016	\$ 35,000,000*	20.27%
2018	38,000,000	19.92%
2020	38,000,000	19.85%
2022	38,000,000	19.71%
2024	38,000,000	19.49%
2026	38,000,000	19.78%

Total \$ 225,000,000

\* Not to exceed.



## **Knowledge of Tax Base and Tax Rate Setting Procedures**

Because of our significant experience with local governments, RBCCM has developed an extensive knowledge of and familiarity with Bernalillo County's tax base. This level of knowledge has benefited our clients in the rating process and in developing long-range capital finance plans, setting tax rates and projecting future growth in tax base. Over the years, we have also provided assistance on tax rate decisions being made by our clients. During the course of these discussions, we have worked with Local Government Division ("LGD") to achieve consensus on their authority for setting tax rates, independent of other statutory requirements imposed on other local governments such as yield control.

## **Non-Transaction Related Services**

During the course of our engagement with clients, staff of RBCCM has had the opportunity to assist staff in reviewing and revising the budget and long term finance plan to enable strong financial health. Our forecasting analyses includes revising assessed value projections, revising revenue projections, restructuring bond amortization schedules and adjusting the timing of bond sales to provide a cushion in case of declining tax collections or delayed tax distributions.

## **Rating Presentations**

As the most experienced financial advisor and underwriter for New Mexico issuers for several decades, RBCCM bankers have played an integral role in introducing numerous New Mexico credits to the major rating agencies, and the national bond market.

RBCCM has assisted clients in its efforts to maintain and develop relationships with Moody's Investors Service, Standard & Poor's Corporation and Fitch Ratings. To this end, we have organized on-site visits and coordinated comprehensive presentations. RBCCM will also work closely with the County in preparing orderly, concise and professional presentations, including formal presentation materials and rehearsing rating presentations prior to face-to-face meetings. We will strive to advise the Commission of the credit implications of finance and other decisions they make in order to protect the County's excellent ratings.

RBCCM's understanding of the strengths, weaknesses, and particular financing mechanisms concerning issuers within New Mexico has been developed through years of experience and involvement in New Mexico. As both a financial advisor and an underwriter, RBCCM is continually compiling, evaluating and submitting financial and economic data on credits within our region to the major national rating services. Further, a number of the Firm's bankers have prior experience working at the major rating agencies which has provided an invaluable insight to the rating process.

The Firm has worked with the rating services to bring personnel to New Mexico to visit with selected New Mexico issuers. These visits have taken place on a routine basis in the past. Alternatively, we have arranged visits by New Mexico issuers to rating agency headquarters for credit presentations. There are advantages to either hosting the rating agencies or visiting in person, depending on prevailing circumstances. We believe there is significant value in maintaining an on-going dialogue with the agencies before and after a credit rating is assigned. In serving the County, the RBCCM team would work closely with the County staff to maintain a high degree of recognition and credibility between the County and the financial community.

A very important criterion in the rating process, from the rating agencies' perspective, is the professionalism and competence of an issuer's management. Aside from the past performance and experience of those individuals, the rating agency analysts can also assess these qualities from the impressions gained during the presentation. As Financial Advisor to the County, RBCCM would assist personnel in preparing for rating agency presentations, especially with potential questions or concerns the agencies may have. RBCCM's experience and knowledge representing clients before the rating agencies makes us especially qualified in this area.


RBCCM has worked with virtually every type of credit structure, including school districts, cities, counties, state agencies, special districts, hospitals, universities, community colleges, utilities, etc. This long and varied experience assisting issuers obtain ratings should enhance the County's own relationship with the rating agencies. Many times information culled from an unusual, new or even non-investment grade credit can provide useful information about dealing with rating agencies. Comparable information from other credits across the State can also provide opportunities for RBCCM to gain additional insight into the rating agencies' criteria. Again, the



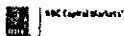





development of positive relationships with and understanding of the County's situation by the rating agencies can ultimately lead to better ratings, thus lowering the cost of bond programs paid by the issuer's residents. RBCCM actively works with its clients to best position them with respect to ratings and insurance.

February 14, 2013

### Bond Rating Presentation




**Bernalillo County, New Mexico**  
\$17,800,000  
General Obligation Bonds, Series 2013

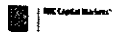












April 13, 2014


### Bond Rating Presentation




**Bernalillo County, New Mexico**  
\$8,700,000 2014 General Obligation Bond Sale  
\$3,155,000 2014A Refunding Bond Sale

### Bond Rating Presentation




**Bernalillo County, New Mexico**




### Bond Rating Presentation

New Mexico

**BERNALILLO COUNTY** 

WE'RE MORE THAN YOU THINK



Each year, since RBCCM has been hired as financial advisor, we have coordinated and advised the County through rating presentations with all three rating agencies. The following table reflects the County's General Obligation Bond Ratings since RBCCM has been the County's Financial Advisor.

History of Moody's Ratings

Rating Date	Rating Action	Outlook Action
February-16	Affirmed Aaa	Stable
February-15	Affirmed Aaa	Stable
May-14	Affirmed Aaa	Stable
February-13	Affirmed Aaa	Negative

History of Standard & Poor's Ratings

Rating Date	Rating Action	Outlook Action
February-16	Affirmed AAA	Stable
February-15	Affirmed AAA	Stable
May-14	Affirmed AAA	Stable
February-13	Affirmed AAA	Stable

History of Fitch Ratings

Rating Date	Rating Action	Outlook Action
February-16	Affirmed AAA	Stable
February-15	Affirmed AAA	Stable
May-14	Affirmed AAA	Stable
February-13	AAA	Stable





Below is a ratings list of local governments in the Albuquerque area:

<b>Governmental Entity</b>	<b>Moody's</b>	<b>S&amp;P</b>	<b>Fitch</b>
<b>Albuquerque, City of</b>			
General Obligation	Aa1	AAA	AA+
Gross Receipts Tax	Aa2	AAA	AA+
Airport			
Senior Lien	A1	AA	A+
Subordinate Lien	A2	AA-	A
<b>Albuquerque Bernalillo County Water Utility Authority</b>	Aa2	AA+	AA
<b>Albuquerque Public Schools</b>	Aa1	AA	NR
<b>Albuquerque Metropolitan Arroyo Flood Control Authority</b>	Aaa	AAA	NR
<b>Bernalillo County</b>			
General Obligation	Aaa	AAA	AAA
Gross Receipts Tax	Aa2	AAA	AA+
<b>Central New Mexico Community College</b>	Aa1	AA+	NR
<b>State of New Mexico</b>			
General Obligation	Aaa	AA+	NR
Severance Tax	Aa1	AA	NR
Supplemental Severance Tax	Aa1	AA	NR
<b>Rio Rancho, City of</b>			
General Obligation	Aa2	NR	AA
Gross Receipts Tax	A1	A+	NR
Utility	Aa3	AA-	NR
<b>Rio Rancho Schools</b>	Aa3	NR	NR
<b>Sandoval County</b>			
General Obligation	Aa2	NR	NR
Gross Receipts Tax	Aa3	NR	NR
Fire Protection	Aa2	NR	NR
<b>Southern Sandoval County Arroyo Flood Control Authority</b>	Aa2	NR	NR

Source: Moody's Investor Services, Standard and Poor's Corporation and Fitch Ratings

5. Provide Business Analytics on proposed projects that include: return on investments, free cash flow, economic impact, internal rate of return, net present value, premiums paid, income statement/cash flow data, balance sheet, pre money and post money valuations.

RBCCM bankers and analysts are fully versed in the use of DBC and excel software. We will be prepared to develop project cash flow spreadsheets, rate of return, and net present value calculations, as requested. To the extent we feel we are not qualified to provide the requested services, RBCCM will recommend another professional to assist the County.



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*6. Provide analysis of Organization and Structure of Companies that includes: verification of financial resources; personnel; ownership and structure; real property; intellectual property; sales and marketing; insurance; and products and services; material litigation; legal compliance; and taxation.*

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The analysis requested in Section B.6 is not a service generally provided by the RBCCM Public Finance banking team. Upon written approval by the County, we will consult with our Corporate Finance Group within RBCCM and make a recommendation on an appropriate consultant to be retained. In cases where we feel we can provide the requested services under the terms of agreement, we will advise the County.

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*7. Provide Economic and Industry Driver Risk Assessments that include: project feasibility, viability; management capability; time horizon and investment decision recommendation; market competition; product development; and all relevant reports, studies and plans related to the company and industry.*

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The assessments requested in Section B.7 are not a service generally provided by the RBCCM Public Finance banking team. Upon written approval by the County, we will consult with our Corporate Finance Group within RBCCM and make a recommendation on an appropriate consultant to be retained. In cases where we feel we can provide the requested services under the terms of agreement, we will advise the County.

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*8. Provide on-going advice to the County, working with applicable staff to develop and maintain a coordinated approach to the overall requirements of the County's financing programs, and understanding plans and strategies for financing capital improvements.*

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As detailed in Section B.1, RBCCM's relationship with its clients is an on-going commitment. Our services extend past the completion of a financing transaction. To that end, RBCCM is continually in touch with its clients to ensure that their current and future financing goals remain in focus.

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*9. Review and advise the County on projects involving various forms of potential County financing as requested by the County. Services may include coordination with bond counsel, independent auditors, special consultants, project managers, and developers in developing or reviewing appropriate financial analysis.*

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This section is discussed in detail in Section B.1.

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*10. Provide advice regarding the debt financing plans and strategies of other entities, such as authorities and enterprise funds that are subject to control or appointment by the County Commission.*

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RBCCM serves as financial advisor to the ABCWUA, an authority subject to control or appointment by the County Commission. RBCCM also serves as financial advisor to the City of Albuquerque, Albuquerque Public Schools and Central New Mexico Community College. We do not believe a conflict of interest exists with any of the entities for which we serve as financial advisor but want to make you aware of such roles. The service we provide with respect to the issuance of debt obligations is an independent action from entity to entity. To the extent a conflict of interest exists in representing one of the entities, we would seek permission to provide advice.

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*11. Provide information and advice as to any proposed or pending federal or New Mexico legislation that may affect the County's financial programs.*

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Both Mr. Cassidy and Mr. Harrigan have been involved in numerous transactions over the critical years of federal tax policy, regulation changes, and state legislative development. For many years, Mr. Cassidy has been actively involved in the consideration and development of New Mexico law regarding gross receipts tax debt, as well as legislation permitting interest rate exchange agreements, tax increment financing and public improvement district financings.

At RBCCM, all municipal finance bankers are subject to Municipal Securities Rulemaking Board ("MSRB") regulations. Bankers are required to register with the Securities Exchange Commission ("SEC"), maintain a Series 7 license, comply with limitations on client entertaining and gifts, abide by MSRB G-37 "pay-to-play" restrictions on political donations, and complete regular sessions on preserving the integrity of the financial system (such as anti-money laundering and preventing insider trading). To assure compliance with these regulations and fair business practices, RBCCM has a robust transaction review group, compliance department and legal department that are responsible for compliance and numerous policies and procedures.

Until the passage of the Dodd-Frank financial reform legislation in 2010, independent financial advisory firms, unlike firms such as RBCCM, were largely unregulated and subject to no MSRB or Financial Industry Regulatory Authority ("FINRA") oversight. Most of the reforms called for by Dodd-Frank are in the rulemaking process and independent municipal advisors are not yet subject to the regulatory controls outlined above.

We will keep the County informed about any proposed or pending federal or New Mexico legislation that may affect the County's financial programs or our ability to service the County due to regulatory rules or regulations.

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*12. Review all reports and compliance documents prepared by County bond counsel. Reports and documents include but not limited to arbitrage calculation reports every six months, yield reduction form 8038T & G, etc.*

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RBCCM recognizes the importance of reading and understanding all of the transaction documents. There is extensive documentation associated with a structured financing transaction – resolutions, indentures, official statements, agreements and certificates – that must be correct to preserve the integrity of the indebtedness from a legal and tax standpoint.

RBCCM's broad municipal finance experience gives us the expertise to analyze documents critically and negotiate with parties to strengthen the County's position.

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*13. Prepare any other reports or documents related to the economic and fiscal analysis as necessary.*

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Staff of RBCCM routinely provide clients with updates regarding demographic and financial trends relating to the County's population and tax base, current market climates and new market products, to name a few. A complete list of services and reports provided by RBCCM are detailed in Section B.1.

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*14. Attend meetings of the County Commission or County staff to make oral presentations, of the results of the analysis prepared, to the County Manager, Deputy County Managers, Division Directors, and to the County Commission.*

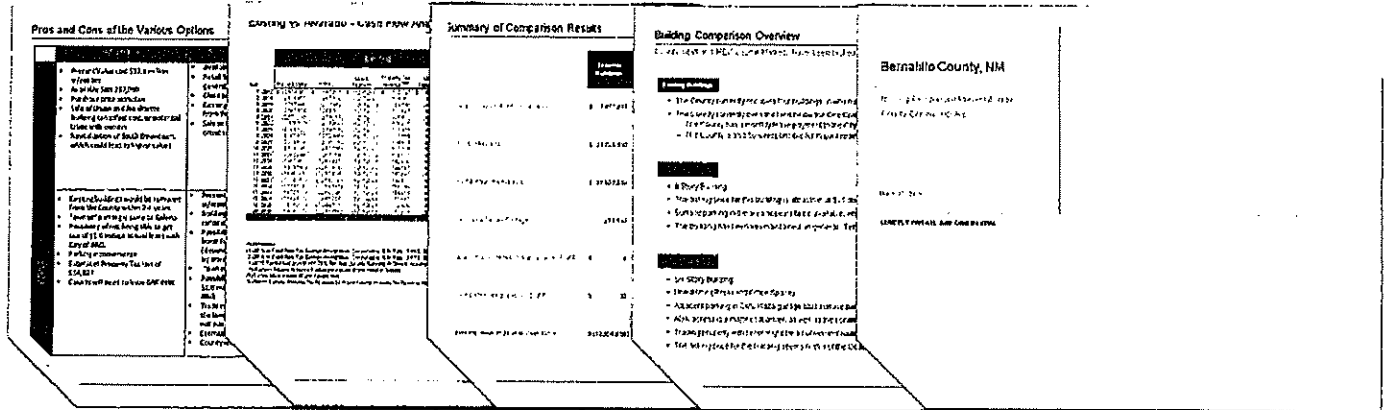
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Rest assured that members of RBCCM will be present and take an active role. We make this commitment based upon our goal to deliver the highest level of service. Paul Cassidy, as the primary banker, will work directly with management and will have ultimate responsibility for the roll out of any financing strategies.

RBCCM is an active participant in all working group meetings for new bond issues. Since our office is located in Albuquerque, we do not face travel constraints or charge the County to attend meetings at the County's offices. We also attend Commission meetings so that we can stay informed about current activities.



As an example, we recently, on March 15, 2016, attended a meeting with the County Manager, DCMs, Division Directors and the County Commission to discuss the various building acquisition options and the various costs associated to each of those options on a present value cash flow basis. This meeting was after numerous face to face meetings with County Staff.



**15. Work with County staff to review, update and develop policies and procedures related to County financing methods.**

RBCCM's knowledge and experience of the municipal market and New Mexico laws, policies and procedures allows us to assist County staff in the review and development of policies and procedures related to financing methods. Paul Cassidy as Financial Advisor to Albuquerque Public Schools, assisted in the development of the District's Operating Fund Cash Balance Policy for sound fiscal management. Mr. Cassidy also assisted Las Cruces Public Schools in establishing procedures for administering Capital Lease Obligations and was instrumental in reviewing and providing policies that safeguard the financial resources of Las Vegas City Schools. This experience will be invaluable to the County.

**16. Provide financing related training as requested by County.**

In addition to the structuring and execution of financings, our services include staff training, evaluating proposals, negotiating third party agreements, and attending meetings. We will work with the County's representatives at all levels: the Commission, senior and junior staff, and partners.

**17. Provide other services as reasonably requested by the County.**

RBCCM would be happy to provide other services as requested by the County. For example, RBCCM will evaluate proposals from other investment banks for financial products such as interest rate swaps based financing structures including synthetic fixed and variable rate debt based on either LIBOR or BMA swap indices.

**18. Subcontracting will be allowed contingent on written approval by the County.**

Services which are not provided by RBCCM will be subcontracted upon written approval by the County.

## 5. Response to Proposal Requirements: Scope of Services

### [C] Requirements Specific Evaluation Criteria

*Describe in a detailed narrative format your company's qualifications for this initiative. Each of the following should be addressed individually in the same order as outlined below:*

#### 1. Method of Approach

*a. Offeror must prepare a detailed Method of Approach to the Scope of Services, referenced above. This section must confirm the Offeror's understanding of the RFP and ability to demonstrate the capability to successfully manage and provide the services outlined. Offeror must clearly distinguish tasks that the Offeror will undertake as distinguished from those which are the responsibility of the County. Absence of this distinction shall mean Offeror is assuming responsibility for all tasks.*

RBCCM has provided financial advisory and underwriting services for the public sale and negotiation of virtually all types of general obligation and revenue bonds, taxable and tax-exempt. Our ability to maintain our competitive advantage and provide unmatched service and expertise is based on our ability to anticipate and adapt to changing market conditions.

The effectiveness of this strategic, client-focused structure is enhanced by a technology platform which allows our bankers to bring the expertise of our entire staff to any client. It also provides our banking staff familiarity with different financing techniques in different parts of the country, allowing us to provide innovative and cutting edge financing solutions.

Financial advisory services to be provided under this contract include:

- (a) *Assessment of Financial Resources and Recommended Plan of Financing.* This will include the production of debt service schedules, costs of issuance, interest costs and other related costs. In addition, RBCCM staff will provide project cash flow modeling to identify the stream of revenue available for repayment of the bonds issued and related coverage, and the cash flow of the project construction fund, capitalized interest fund and reserve fund. RBCCM will also provide analysis of costs & benefits of additional pledge of gross receipts taxes & other tax revenues which will include reducing the use of additional pledges of revenues to reduce borrowing costs and the associated costs to the County in bonding capacity.
- (b) *Ratings and Credit Enhancement.* RBCCM has extensive experience preparing rating agency strategies and presentations and would make extensive resources available to assist the County to attain and maintain the highest possible ratings. The keys to a successful ratings effort are managing the process and formulating your rating presentation around themes, arguments and principles that will resonate under the rating agencies' approaches and criteria.
- (c) *Official Statement and Related Documents.* We will work side-by-side with the County and other financing team participants in preparing the documents necessary for the financing program. Of great importance will be the Official Statement, rating presentations, and disclosure materials. These documents will be fashioned to meet both market demands and the requirements of the rating agencies and bond insurers, if necessary.
- (d) *Cooperation with Legal Counsel.* We will assist bond counsel in developing the legal framework as well as the financing covenants contained therein.
- (e) *Sale; Award of Bonds; Issuance.* RBCCM involves its clients in the marketing of bonds. We maintain records on weekly and monthly rates, treasuries, commercial paper, Bond Buyer indices, J.J. Kenny index, Libor, BMA, etc. Market information and indices will be made available to the County. Rest assured that RBCCM staff will be present at each sale and will be available to the County for the entire sale process.
- (f) *Meetings of the County.* RBCCM will be present and take an active role at each meeting and on each conference call. We make this commitment based upon our goal to deliver the highest level of service.



*b. Describe the Offeror's philosophy. Specifically, describe the manner in which the Offeror plans to provide services, effectively manage the County's requests, and orientation of staff to provide services.*

Our primary objective is to leverage our knowledge of the County, the municipal market and the State of New Mexico laws, policies and procedures, allowing us to be viewed as an extension of your staff. It is this approach, coupled with our sales, trading and underwriting expertise and our commitment to the State of New Mexico that separates us from our competition. By thinking globally, acting regionally, and working locally, we are confident RBCCM will provide the County with the best financial advisory services possible.

For example, RBCCM actively participates in debt management for its clients. We believe the focus of technical support should be the ability of RBCCM professionals to understand and solve our clients' most challenging analytical problems. To accomplish this, we are continually developing and implementing sophisticated computer programs to analyze and determine the most efficient financing plans for our public and corporate clients. Among other things, these programs are designed to (1) evaluate the advantages and disadvantages of alternative financing mechanisms; (2) permit adjustments in financing plans that may be advisable due to rapidly changing conditions in the capital markets; (3) maximize investment returns; (4) determine optimal debt financing strategies; and (5) minimize interest and overall financing costs. RBCCM utilizes DBC and Excel as its primary structuring software.

Our technical support team is among the best in the country, combining years of industry experience with complex financial analyses. RBCCM's extensive technical resources enable us to provide the most accurate, thorough, relevant and timely quantitative analysis possible to the County. The firm periodically updates its technology with state-of-the-art hardware components and customized financial analysis software. As a result, we are able to deliver the most sophisticated municipal bond analytics possible. For example, RBCCM's proprietary intranet based Municipal Markets – Decision Support System provides RBCCM's municipal professionals with: (a) trading history by CUSIP, (b) JJK, IDC, and Market price quotes, and (c) current and historical market data such as MMD rates, treasury rates, swap rates, fund flows and other market data among other market information.

We believe in taking a comprehensive investment banking approach aimed at analyzing all aspects of our clients' financial needs to produce solutions that result in the lowest costs while continuing to achieve the best programmatic benefits. We have developed a functional knowledge of the State's public financing programs that will facilitate our ability to deliver a full range of investment banking services promptly and efficiently. Because of our presence in the State, RBCCM has an additional vested interest in our relationships with various state and local governmental bodies and the overall economic well-being of the State. This commitment assures that we will always provide the County with our best service and advice. The true value of having RBCCM as the County's Financial Advisor lies in the comprehensive package of services and products that we can offer to our clients such as:

- Hands-on approach in "quarterbacking" each transaction
- Attendance at local meetings by key local personnel as needed
- Advice on industry trends and how the County is potentially affected
- Educational and training sessions
- Involvement in public finance legislation

RBCCM welcomes the opportunity to provide the highest level of service to the County. Should additional related duties be required of RBCCM, we will commit the necessary time and resources to provide these services.

## 2. Qualifications and Experience of Company and Key Personnel

a. *The company may not serve as underwriter in any competitive public sale or negotiated sale involving the County of Bernalillo. This will not preclude the company from purchasing or selling County bonds in the secondary market.*

RBCCM is a regulated broker-dealer and financial advisory services provided by RBCCM are regulated by the MSRB. Recent changes to rule MSRB G-23 prohibit the underwriting of securities at a public sale for which the Firm acts as financial advisor. While the services performed by a financial advisor and underwriter are similar, the legal obligations are different: a financial advisor has a fiduciary duty to the client and a prohibition against self-dealing, while an underwriter is retained to acquire the securities from the issuer in a commercial arms length transaction. RBCCM's role to the County will be strictly as financial advisor.

b. *Provide a general overview of your company, number of years in business, corporate headquarter location, type of business, and where company conducts business.*

RBCCM is committed to public finance and New Mexico. Having completed over 144 transactions totaling over \$3 billion since 2011 as financial advisor, no other New Mexico firm has the depth of experience as RBCCM. The personnel of RBCCM have been the leading financial advisor, as well as underwriter, for bond issues in New Mexico since 1976. The New Mexico office of RBCCM focuses solely on New Mexico clients.

RBCCM has operated a retail sales office in Albuquerque since 1966 – over 50 years. The retail office currently has 22 employees of which 13 are financial advisors. Managed by Mr. Paul Cassidy, RBCCM's Albuquerque Municipal Finance office was opened in 1994 and currently has five employees. All work associated with the projects of the County will be performed from the Albuquerque office. Our local and headquarter address and contact information is:

### Local Office

RBC Capital Markets, LLC

6301 Uptown Blvd. NE, Suite 110

Albuquerque, New Mexico 87110

Phone: (505) 872-5999

Fax: (505) 872-5979

### Headquarter Office

RBC Capital Markets, LLC

3 World Financial Center 200 Vesey Street

New York, New York 10006

Phone: (212) 618-5645

Fax: (212) 618-5652



### RBC Capital Markets

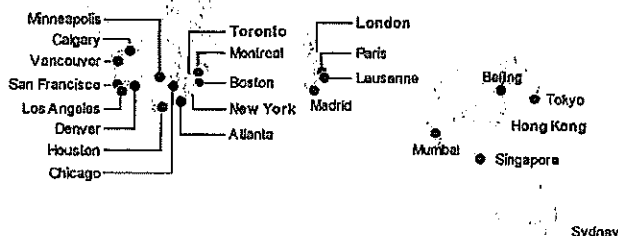
RBC Capital Markets is a

### Full-Services

investment bank which provides a focused set of products and services to institutions, corporations and governments around the world

RBCCM is  
a full-  
service  
global  
investment  
bank with

over 7,100 professional and support staff, and operations in 70 offices across 15 countries. RBCCM delivers products and services through operations in the United States, Canada, Asia and Australia, and the U.K. We work with clients in over 100 countries around the world to help them raise capital, access markets, mitigate risk, and acquire or dispose of assets.



RBCCM is part of Royal Bank of Canada (public, NYSE: RY), a leading provider of financial services. In operation since 1869, RBC currently has approximately 79,000 employees, approximately \$845 billion in assets, and some of the highest credit ratings of any financial institution – Moody's Aa3 and Standard & Poor's AA-.

RBC is one of the world's most stable and highly rated banks and has a Tier 1 Capital Ratio of 11.2%. With a market capitalization of over \$107 billion, RBC is the world's 12th largest bank and the 5th largest in North America (US\$77.34 billion as of 12/31/2015). In addition, RBC is ranked the 2nd safest bank in North America.

	Moody's	S&P	Fitch
Wells Fargo	Aa2	AA-	AA
Royal Bank of Canada	Aa3	AA-	AA
J.P. Morgan	Aa3	A+	AA-
Barclays	A2	A-	A
Citi	A1	A	A+
Goldman Sachs	A1	A	A+
Bank of America	A1	A	A+
Morgan Stanley	A1	A	A+
Raymond James	Baa2	BBB	NR
Jeffries	Baa3	BBB-	BBB-



RBC is among the

**Strongest and Safest**  
financial institutions in the world

### Municipal Markets – Municipal Finance

RBCCM's municipal finance department is one of the largest and most active in the market. While many firms have downsized or eliminated their municipal finance businesses over the years, RBCCM has invested heavily in the expansion of its municipal markets capabilities across offices in 27 U.S. cities, as detailed in the table below. RBCCM's Municipal Finance Department employs over 336 investment banking professionals—the largest commitment to municipal banking in the nation. Over the past few years, RBCCM has hired over 70 experienced municipal finance bankers from other major Wall Street firms, including UBS, J.P. Morgan, Goldman Sachs, Citigroup, Morgan Stanley, the former Bear Stearns and the former Lehman Brothers.

#### United States 27 Municipal Finance Office Locations

<ul style="list-style-type: none"> <li>Albany, NY</li> <li>Albuquerque, NM</li> <li>Baltimore, MD</li> <li>Boston, MA</li> <li>Charlotte, NC</li> <li>Chicago, IL</li> <li>Cincinnati, OH</li> <li>Cleveland, OH</li> <li>Columbus, OH</li> </ul>	<ul style="list-style-type: none"> <li>Dallas, TX</li> <li>Denver, CO</li> <li>El Dorado Hills, CA</li> <li>Florham Park, NJ</li> <li>Houston, TX</li> <li>Jacksonville, FL</li> <li>Lancaster, PA</li> <li>Los Angeles, CA</li> <li>Minneapolis, MN</li> </ul>	<ul style="list-style-type: none"> <li>New York, NY</li> <li>Philadelphia, PA</li> <li>Phoenix, AZ</li> <li>Saint Petersburg, FL</li> <li>Salt Lake City, UT</li> <li>San Antonio, TX</li> <li>San Francisco, CA</li> <li>Scranton, PA</li> <li>Seattle, WA</li> </ul>
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RBCCM is a regulated broker-dealer and financial advisory services provided by RBCCM are regulated by the Municipal Securities Rulemaking Board ("MSRB"). Recent changes to MSRB Rule G-23 prohibit the underwriting of securities at a public sale for which the firm acts as financial advisor. While the services performed by a financial advisor and underwriter are similar, the legal obligations are different: a financial advisor has a fiduciary





duty to the client and a prohibition against self-dealing, while an underwriter is retained to acquire the securities from the issuer in a commercial arm's-length transaction. **RBCCM's role to the County will be strictly as financial advisor.**

Pursuant to the provisions of the Dodd-Frank Act and the SEC's rules, RBCCM submitted an application for the permanent registration of RBC Capital Markets and its associated individuals on July 31, 2014. We are also required to register as a Municipal Advisor with the Municipal Securities Rulemaking Board. RBCCM's registration number as reflected in the SEC's records is 866-00365-00. Our registration with the MSRB is reflected on their website at <http://www.msrb.org/Registrants.aspx?listType=MA>.

Global Investment Banking	Global Fixed Income and Currencies	Global Equities	Global Research
<ul style="list-style-type: none"> <li>• Convertible Debt</li> <li>• Corporate Finance</li> <li>• Municipal Finance</li> <li>• Equity Capital Markets</li> <li>• Infrastructure Finance</li> <li>• Loan and High Yield Capital Markets</li> <li>• Mergers and Acquisitions</li> <li>• Private Placements</li> <li>• Restructuring</li> <li>• Syndicated and Leveraged Finance</li> </ul>	<ul style="list-style-type: none"> <li>• Commodities</li> <li>• Credit</li> <li>• Debt Capital Markets</li> <li>• Derivatives</li> <li>• Emerging Markets</li> <li>• Financial Products</li> <li>• FX</li> <li>• Rates</li> <li>• Research</li> <li>• Structured Finance</li> </ul>	<ul style="list-style-type: none"> <li>• Convertibles</li> <li>• Electronic Trading</li> <li>• Equity Sales and Trading</li> <li>• ETF Trading</li> <li>• Options</li> <li>• Program Trading</li> </ul>	<ul style="list-style-type: none"> <li>• 100+ Analysts Covering over 1,100 Equities and Credits</li> <li>• Credit</li> <li>• Economics</li> <li>• Emerging Markets</li> <li>• Equity</li> <li>• Fixed Income and Currencies</li> <li>• FX</li> <li>• High Yield</li> <li>• Rates</li> </ul>

As provided in the chart, RBCCM provides a full range of corporate and investment banking, sales and trading, research and related products and services to corporations, public sector and institutional clients in North America and specialized products and services globally.

RBCCM has extensive debt experience related to sale of municipal obligations in New Mexico. Our role as financial advisor in a negotiated sale, competitive sale or private placement is described under "Scope of Services." There are advantages in both sale methods; competitive or negotiated. However, regardless of the sale method, RBCCM's has a fiduciary responsibility to the client and that is our primary goal. For the last three years, RBCCM has ranked as the #1 financial advisor in New Mexico by number of issues sold giving us a unique ability to price and understand New Mexico debt. Below are RBCCM's cumulative rankings for the past five years as financial advisor in New Mexico.

RBCCM is also a leading underwriter in the State. In 2015, ranked 2<sup>nd</sup> we served as underwriter for \$193.6 million in negotiated issues for issuers in which we do not represent them as financial advisor. These transactions spanned a variety of sectors including local governments, school districts, higher education and health care.

In addition to the Firm's formidable banking staff and fixed income sales and trading professionals, the Firm leverages the extensive retail distribution network of its Wealth Management Group to support the distribution of debt securities.

This group is comprised of over 1,870 investment executives operating from 188 different offices. On a combined basis, RBCCM's fixed income banking, underwriting and distribution resources represent one of the largest teams of fixed income professionals on or off Wall Street, operating out of more offices than any other firm in the nation, as shown on the following map:



RBCCM has provided financial advisory and underwriting services for the public sale and negotiation of virtually all types of general obligation and revenue bonds, taxable and tax-exempt. Our ability to maintain our competitive advantage and provide unmatched service and expertise is based on our ability to anticipate and adapt to changing market conditions.

The effectiveness of this strategic, client-focused structure is enhanced by a technology platform which allows our bankers to bring the expertise of our entire staff to any client. It also provides our banking staff familiarity with different financing techniques in different parts of the country, allowing us to provide innovative and cutting edge financing solutions.

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*c. Describe the Offeror's experience performing work as outlined in Scope of Services above.*

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RBCCM has provided financial advisory and underwriting services for the public sale and negotiation of virtually all types of general obligation and revenue bonds, taxable and tax-exempt. Our ability to maintain our competitive advantage and provide unmatched service and expertise is based on our ability to anticipate and adapt to changing market conditions.

While RBCCM has not had the opportunity to work with the County, we have had the privilege of serving as financial advisor to several clients in the Bernalillo County. As such, we are familiar with the area's tax base, tax collections and assessed values.

RBCCM, Albuquerque office, has the largest, most experienced staff of public finance professionals located in the State of New Mexico with relevant New Mexico experience. At any time, Paul Cassidy, Erik Harrigan, Andrew Stricklin or Regina Gaysina can be available to County staff to answer questions, provide information or attend meetings.

We feel very strongly that RBCCM can bring to this financing several significant advantages over our competitors, including:

- Familiarity with the County and community;
- Familiarity with County's outstanding debt;
- Significant expertise and experience with bond financings;
- Local and regional market knowledge including New Mexico Finance Authority programs.
- Knowledge and experience in working with rating agencies such as Moody's Investors Service and Standard & Poor's Corporation.
- Many years of support for the New Mexico Association of Counties.

At RBCCM, long-term relationships with our clients are the underpinning of our success. We welcome the opportunity to begin this relationship with the County and we will commit all the necessary time and resources of our team and the entire RBCCM system to provide the highest level of service to the County.

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*d. The company must have been engaged during the past five (5) years as a financial analyst/consultant in marketing or analysing businesses. Provide a minimum of three (3) references for which similar services have been provided within the past five (5) years. Give dates and length of service. Describe the services performed and reference the name, title, and telephone number of who may be contacted for references and further information concerning the services performed.*

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The personnel of RBCCM have acted as Financial Advisor to various issuers within the State of New Mexico. We invite you to contact the individuals listed below to obtain information regarding our performance.

**Albuquerque Bernalillo County Water Utility Authority**

Stan Allred, Chief Financial Officer  
One Civic Plaza NW  
Albuquerque, New Mexico 87102  
(505) 289-3080  
[sallred@abcwua.org](mailto:sallred@abcwua.org)  
<http://www.abcwua.org>

Contract Period: January 2011 – Present

Services Performed: Financial Advisor

**City of Albuquerque**

Cilia Aglialoro, Treasurer  
One Civic Plaza NW  
Albuquerque New Mexico 87102  
(505) 768-3309  
[caglialoro@cabq.gov](mailto:caglialoro@cabq.gov)  
[www.cabq.gov](http://www.cabq.gov)

Contract Period: March 2008 – Present

Services Performed: Financial Advisor



**San Juan County**

Kim Carpenter, Chief Executive Officer  
County Executive Office  
100 South Oliver Drive  
Aztec, New Mexico 87410  
(505) 334-4271  
kcarpenter@sjcounty.net  
<http://www.sjcounty.net>

Contract Period: March 2012 – Present

Services Performed: Financial Advisor

**Santa Fe County**

Katherine Miller, County Manager  
102 Grant Avenue  
Santa Fe New Mexico 87504  
(505) 986-6200  
kmiller@santafecountynm.gov  
<http://www.santafecountynm.gov/>

Contract Period: October 2009 – Present

Services Performed: Financial Advisor

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e. Qualifications of key personnel to be assigned to perform the services, including length of time with company, education, and experience performing work of similar nature. Include resumes for all key personnel that describe the individuals' credentials (including any professional designation and affiliations, certifications or licenses, etc.), and background.

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The primary team assigned to the County has over 61 years combined financial advisory experience and have worked together for over 15 years, creating a partnership with the ability to provide seamless service to the County. Their skills include extensive knowledge of municipal finance, initiative in continuously identifying innovative ideas and opportunities, superior technical structuring capability, knowledge of the trading levels and market for both fixed and variable rate bonds, and transaction execution and sales abilities. While the full banking and marketing resources of RBCCM will be available to the County, these professionals have been selected due to their knowledge and special experience.

Investment Banking – Lead Bankers	
<b>Paul Cassidy</b> Title: Managing Director Role: Primary Banker Location: Albuquerque, New Mexico Years Experience: 40 Phone Number: (505) 872-5991 (office) Email: paul.cassidy@rbccm.com	<b>Erik Harrigan</b> Title: Director Role: Support Banker & Quantitative Expertise Location: Albuquerque, New Mexico Years Experience: 15 Phone Number: (505) 872-5992 (office) Email: erik.harrigan@rbccm.com
Investment Banking – Analytical Staff	
<b>Andrew Stricklin</b> Title: Associate Role: Quantitative Support Location: Albuquerque, New Mexico Years Experience: 6 Phone Number: (505) 872-5996 (office) Email: andrew.stricklin@rbccm.com	<b>Regina Gaysina</b> Title: Associate Role: Quantitative Support Location: Albuquerque, New Mexico Years Experience: > 1 Phone Number: (505) 872-5993 (office) Email: regina.gaysina@rbccm.com



Resumes for the financing team are provided below:

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**Paul Cassidy, Managing Director – Albuquerque, NM**

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Paul has 40 years of experience in the Public Finance field focusing exclusively on New Mexico credits. He joined RBC Capital Markets in April 1994 and manages the New Mexico region. Paul's experience prior to joining RBCCM includes debt origination, tax exempt and taxable bond trading desk and institutional sales at two regional firms. Since 1987, he has dedicated 100% of his time to origination of New Mexico debt, serving either as underwriter or financial advisor. He has senior managed over \$2.0 billion in transportation debt since 1996 including structuring the first unenhanced GARVEE bond issue in the nation in 1998 for the New Mexico State Highway Commission. He has completed transactions for virtually all issuers of debt in New Mexico as Senior Manager, Co-Manager or Financial Advisor totaling over \$15 billion in debt issuance. Paul currently serves on the State Treasurer's Investment Committee, is a past member of the Anderson School of Management Foundation Board, the Albuquerque Development Commission and Union Savings Bank Board of Directors. In addition, he is a past allied member of the NYSE having served on the board of a NYSE member firm. He is a frequent speaker at New Mexico infrastructure, school, municipal and county association meetings. Paul is a fourth generation native of New Mexico and New York Stock Exchange registered securities representative, currently holding Series 7, Series 24, Series 41, Series 53 and Series 63 licenses. He received a Bachelor of Science Degree in Finance from the University of Wyoming.

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**Erik Harrigan, Director – Albuquerque, NM**

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Erik Harrigan, a lifelong resident of New Mexico, has over 20 years of experience in the Financial Services industry of which 15 have been in Public Finance servicing New Mexico clients. He joined RBCCM in February 2001, after spending several years as a private client wealth manager. As a Director with RBCCM, Erik actively participates in the development of financing scenarios for New Mexico clients, including universities, not for profit hospitals, utilities, school districts, cities, counties and various finance authorities. Most recently he has been involved with financing scenarios for various school districts, not-for-profit hospitals, regional water authorities and various financing authorities. Mr. Harrigan has been involved in over \$6 Billion of New Mexico financings as either underwriter or financial advisor. Erik holds a Bachelor's Degree in Economics with an emphasis in international finance from the University of New Mexico and is a member of the NYSE and NASD. He currently holds a Series 7, 65 and 63 licenses.

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**Andrew Stricklin, Associate – Albuquerque, NM**

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Andrew Stricklin joined RBCCM in June 2014, after working five years in various financial management capacities. Prior to joining RBCCM, Andrew worked at Wedbush Securities as an analyst and associate within the Capital Markets division. Andrew holds a Bachelor's Degree in Finance from W.P. Carey School of Business – Arizona State University and is a member of the NYSE and NASD. He currently holds a Series 7, 52, 63 and 79 licenses.

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**Regina Gaysina, Associate – Albuquerque, NM**

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Regina Gaysina joined RBCCM in June 2015. Prior to joining RBCCM, Regina worked as an Investment Analyst for Cetera Advisor Networks and as an Internal Sales Consultant with Thornburg Investment Management. Regina holds a Master of Business Administration from the University of New Mexico and a Bachelor of Arts in International Relations from Ural State University, Ekaterinburg, Russia. Regina is a NYSE and FINRA registered securities representative, currently holding Series 7, Series 52, Series 63 and Series 79 licenses. She is in 2016 Level II Candidate in the CFA (Chartered Financial Analyst) Program.



## Appendix

## General Obligation Debt Outstanding

Issue	Bond Type	Security	Original Par Amount	Amount Outstanding	Callable Amount Outstanding	Par Call Date	Tax Risk	Advance Refundable	Remaining Average Life	Coupons	Final Maturity
Series 1997	Fixed Rate	GO	\$ 11,170,000	\$ 1,785,000	\$ -	Non-Callable	No	No	2.05	4.750%	2017
Series 1999	Fixed Rate	GO	18,676,000	5,310,000	-	Non-Callable	No	No	5.06	4.500%	2019
Series 2007	Fixed Rate	GO	10,400,000	1,180,000	-	8/1/2017	No	Yes	3.99	5.000%	2017
Series 2007A	Fixed Rate	GO	8,400,000	925,000	-	8/1/2017	No	Yes	3.99	4.00% - 4.35%	2017
Series 2009	Fixed Rate	GO	10,000,000	4,375,000	-	Non-Callable	No	No	5.05	2.50% - 4.00%	2019
Series 2009A	Fixed Rate	GO	10,750,000	6,300,000	6,300,000	12/1/2015	No	Yes	6.19	2.00% - 3.00%	2020
Series 2010	Fixed Rate	GO	15,105,000	10,235,000	3,190,000	2/1/2020	No	Yes	6.56	2.00% - 4.00%	2022
Series 2011	Fixed Rate	GO	4,200,000	2,495,000	1,010,000	2/1/2017	No	Yes	4.94	2.00% - 3.50%	2019
Series 2012	Fixed Rate	GO	6,535,000	4,910,000	1,335,000	6/15/2021	No	No	7.02	2.00% - 4.00%	2023
Series 2012A	Fixed Rate	GO	14,400,000	14,400,000	13,340,000	6/15/2021	No	Yes	14.10	3.00% - 4.00%	2024
Series 2013	Fixed Rate	GO	17,800,000	14,800,000	10,750,000	8/15/2022	No	Yes	11.66	2.00% - 4.00%	2028
Series 2014A	Fixed Rate	GO	2,995,000	2,995,000	-	Non-Callable	No	No	10.24	2.00% - 4.00%	2021
Series 2014	Fixed Rate	GO	8,700,000	985,000	495,000	8/15/2022	No	Yes	7.56	2.10% - 4.00%	2029
Series 2015	Fixed Rate	GO	17,281,000	17,281,000	9,635,000	8/15/2023	No	Yes	11.19	2.00% - 4.00%	2030
Series 2015A	Fixed Rate	GO	12,485,000	12,485,000	3,445,000	8/15/2023	No	Partial	8.02	2.12% - 4.00%	2027
Series 2016	Fixed Rate	GO	9,860,000	9,860,000	2,940,000	8/15/2024	No	Yes	8.46	2.00% - 4.00%	2030
Series 2016A	Fixed Rate	GO	14,380,000	14,380,000	2,125,000	8/15/2024	No	No	6.58	2.00% - 4.00%	2027
<b>TOTAL</b>			<b>\$193,137,000</b>	<b>\$124,701,000</b>	<b>\$ 54,565,000</b>						

## Gross Receipts Tax Debt Outstanding

Issue	Bond Type	Security	Original Par Amount	Amount Outstanding	Callable Amount Outstanding	Call Date	Tax Risk	Advance Refundable	Remaining Average Life	Swap in Place	Coupons	Final Maturity
Series 1998B	Fixed Rate	GRT	\$ 61,260,000	\$ 40,810,000	\$ -	Non-Callable	No	No	7.18	No	5.00% - 5.70%	2017
Series 1997	Fixed Rate	GRT	18,676,000	3,800,000	-	Non-Callable	No	No	3.88	No	5.25% - 5.75%	2019
Series 1998	Fixed Rate	GRT	53,450,000	34,235,000	-	Non-Callable	No	No	8.48	No	5.00% - 5.25%	2027
Series 2005	Fixed Rate	GRT	43,690,000	33,705,000	-	Non-Callable	No	No	8.78	No	3.75% - 5.25%	2027
Series 2010A	Fixed Rate	GRT	9,000,000	4,115,000	-	Non-Callable	No	No	4.16	No	2.00% - 4.00%	2019
Series 2010B	Fixed Rate	GRT	1,650,000	1,340,000	990,000	6/15/2020 @ 100%	No	Yes	10.04	No	2.00% - 4.125%	2029
<b>TOTAL</b>			<b>\$187,726,000</b>	<b>\$118,005,000</b>	<b>\$ 990,000</b>							

# Bernalillo County, NM

*Response to Request for Proposal  
for Financial Advisor Services*

*Cost Proposal*

APRIL 05, 2016

ORIGINAL  
BINDER #2

**Strictly Private and Confidential**



**RBC Capital Markets**

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## A. Complete Cost Proposal

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In consideration for the services rendered by RBC Capital Markets, LLC the Issuer agrees that our fee for each issue of Obligations will be as follows (subject to negotiation in the event of special circumstances such as delay in financing or completion of the transaction):

### Hourly Rates

Hourly rates would be charged for advice and services performed that are not related to the issuance of a specific obligation based on the following schedule:

<b>Managing Director, Director, Vice President, Associate</b>	<b>\$171.00/hour</b>
<b>Support</b>	<b>\$ 75.00/hour</b>

### Fees for Financial Advisory Services

As consideration for the services rendered by us and as a reimbursement for the expenses we are to incur, it is agreed that the County will pay, and we are to accept, a fee based upon the schedule below.

Industrial Revenue Bonds and Other Conduit Bond issues will be billed on a flat fee based upon par amount issued detailed below:

#### **Financial Advisory Fee ("FA") to be paid by conduit borrower, not Bernalillo County\*:**

\$9,500	for 10,000,000 or under
\$15,000	over \$10,000,000 and under \$20,000,000
\$18,500	over \$20,000,000 and under \$40,000,000
\$23,500	for over \$40,000,000 and greater

\* We would not expect County to pay our fees and expenses from County Operating Funds.

Projected Revenue Bonds, PIDD, TIF GRT Revenue and General Obligation Bonds will be based upon the fee schedule detailed below:

#### **Financial Advisory Fee ("FA") Fee:**

\$25,500	plus \$0.75 per \$1,000 over \$5,000,000
<b>Minimum FA Fee per Transaction: \$25,500</b>	
<b>Maximum FA Fee per Transaction: \$125,000</b>	



Tax and Revenue Anticipation Notes will be based upon the fee schedule detailed below:

**Financial Advisory Fee ("FA") Fee:**

\$15,000 plus \$0.75 per \$1,000 over \$20,000,000

**Minimum FA Fee per Transaction:** \$15,000

**Maximum FA Fee per Transaction:** \$40,000

RBC CM will bill the County at closing for each issue of Obligations a net amount which will include a fee calculated on the Schedule of Fees as well as any out-of-pocket expenses incurred on behalf of the County. Due to corporate policy, reimbursable expenses cannot be paid by RBC CM. However, all expenses incurred during the issuance of bonds will be reviewed by RBC CM for accuracy and forwarded to the County for payment from bond proceeds when the bonds are issued. This provides additional savings in Gross Receipts Tax to the County.

If a financing is contemplated but not issued, RBC CM would not charge a fee specific for that transaction. We would request payment of out-of-pocket expenses.

If we are providing additional services such as debt policy, maintenance of debt policy or other requested consulting services, we would charge a fixed fee to be negotiated on a case by case basis for these services.

**Fees for Refunding Obligations.**

The fee for refundings will be the fee schedules above "Fees for Financial Advisory Services" plus 5 percent of the calculated fee. A refunding issue combined with a new money issue will be billed as a separate issue.

**Structuring Fee**

In addition to our Financial Advisory fee, we will charge a structuring fee to be negotiated on a case-by-case basis for non-routine, difficult financings or where time frames for delivery of services is materially extended. If approved by the County, the additional fees will not exceed 10 percent of the fee amount from the schedules listed above.



## B. Resident Business Certificate

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Although RBC Capital Markets, LLC has an office located in New Mexico, it does not maintain its principal place of business in the State of New Mexico and, therefore, is not qualified to receive preference as a Resident Business.



## C. Offeror's Additional Terms and Conditions

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No additional Terms and Conditions are included.





**Exhibit A**

1. **Scope of Services.** RBC CM is engaged by the Water Authority as its municipal advisor to provide the services set forth below regarding the Obligations:
  - (a) Analyze the financing alternatives available to the Issuer if and as requested by the Issuer, taking into account its borrowing capacity, future financing needs, policy considerations, and such other factors as we deem appropriate to consider.
  - (b) Recommend a plan for the issuance of the Obligations, consistent with the goals and needs of the Issuer, that may include: (1) the type of bonds (e.g. current interest, capital appreciation, deferred income, etc.); (2) the date of issue; (3) principal amount; (4) interest structure (e.g. fixed rate, variable rate, etc.); (5) interest payment dates; (6) a schedule of maturities; (7) early redemption options; (8) security provisions; and (9 ) other matters that we consider appropriate to best serve the Issuer's interests.
  - (c) Advise you of current conditions in the relevant debt market, market supply and demand issues, and other general market information and economic data which might reasonably be expected to influence interest rates, sale or bidding conditions or timing of issuance.
  - (d) Organize and coordinate the financing team selected by you. If requested, we will recommend qualified paying agents, escrow agents and verification agents, as the particular transaction may require, each of whom will be retained and compensated by you. In a negotiated offering, we will assist in the preparation of underwriter proposals upon request and provide assistance to you for the hiring of the underwriter(s).
  - (e) Work with counsel on the transaction, including bond counsel whom you retain, who will be recognized municipal bond attorneys, whose fees will be paid by you, and who will prepare the proceedings, provide legal advice concerning the steps necessary to be taken to issue the Obligations, and issue an unqualified opinion (in a form standard for the particular type of financing) approving the legality of the Obligations and (as applicable) tax exemption of the interest paid thereon. In addition, bond counsel, disclosure counsel or underwriter's counsel will issue an opinion to the effect that the disclosure document does not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein, in light of the circumstances under which they were made, not misleading. Generally, working with counsel will mean coordinating with the attorneys and reviewing as municipal advisor such counsel's preparation of appropriate legal proceedings and documents, including documents concerning any required election.
  - (f) Assist in the Issuer's preparation of the Preliminary Official Statement ("POS") and the Official Statement ("OS") or equivalent document as the particular transaction may require (such as a private placement memorandum).
  - (g) Make recommendations as to the need for credit rating(s) for the proposed Obligations and, should the Issuer seek a rating, coordinate the process of working with the rating agency or agencies and assist in the preparation of presentations as necessary.

- (h) Analyze the value and costs of obtaining municipal bond insurance, a liquidity facility or other credit enhancement for the Obligations and, should the issuer seek any such credit enhancement, coordinate the process and assist in the preparation of presentations as necessary.
- (i) Attend meetings of governing bodies of the Issuer, its staff, representatives or committees as requested.
- (j) Coordinate with all parties to consummate the sale and delivery of the Obligations in a timely manner.
- (k) After closing, deliver to the Issuer and the paying agent(s) definitive debt records, including a schedule of annual debt service requirements on the Obligations.
- (l) You acknowledge that advice and recommendations involve professional judgment on our part and that the results cannot be, and are not, guaranteed. Further:
  - i. Unless otherwise provided in the Scope of Services described herein, RBC CM is not responsible for the information included in any preliminary or final official statement, or for certifying as to the accuracy or completeness of any preliminary or final official statement, other than with respect to any information about RBC CM provided by RBC CM for inclusion in such documents.
  - ii. The Scope of Services does not include tax, legal, accounting or engineering advice with respect to any Issue or in connection with any opinion or certificate rendered by counsel or any other person at closing, and does not include review or advice on any feasibility study.
  - iii. The Scope of Services does not include providing advice or services with respect to investments or derivative products.
  - iv. If the Water Authority designates RBC CM as its independent registered municipal advisor (“IRMA”) pursuant to the Municipal Advisor Rule (the “MA Rule”) of the Securities and Exchange Commission (the “SEC”) with respect to the activities and aspects described in the Scope of Services, the Water Authority agrees to disclose to RBC CM the existence of any such IRMA designations. Any reference to RBC CM, its personnel and its role as IRMA in the written representation of the Water Authority contemplated under the MA Rule is subject to prior approval by RBC CM. RBC CM is not responsible for verifying that it is independent (within the meaning of the MA Rule as interpreted by the SEC) from any party.
- (m) Amendment to Scope of Services. The Scope of Services may be changed only by written amendment or supplement to the Scope of Services described herein. The parties agree to amend or supplement the Scope of Services described herein promptly to reflect any material changes or additions to the Scope of Services.

**2. RBC CM’s Regulatory Duties When Servicing the Water Authority under MSRB Rule G-42.**

RBC CM must make a reasonable inquiry as to the facts that are relevant to the Water Authority’s determination whether to proceed with a course of action, or that form the basis for any advice provided by RBC CM to the Water Authority. The rule also requires that RBC CM undertake a reasonable investigation to determine that it is not basing any recommendation on materially inaccurate or incomplete information. RBC CM is also required to use reasonable diligence to know the essential facts concerning the Water Authority and concerning the authority of each person acting on the Water Authority’s behalf. If the review of a recommendation of another party is requested by the Water Authority and is within the Scope of Services of

the Agreement, RBC CM must determine based on information obtained through reasonable diligence, whether the proposed securities transaction or financial product is or is not suitable for the Water Authority.

The Water Authority agrees to assist RBC CM in carrying out these regulatory duties, including providing to RBC CM accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties. In addition, the Water Authority agrees to notify RBC CM if the Water Authority requests that RBC CM review any recommendation of a third party.

### **3. Limitation of Liability.**

- (a) In the absence of willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties hereunder on the part of RBC CM or any of its associated persons, RBC CM and its associated persons [shall have no liability to the Water Authority for any act or omission in the course of, or connected with, rendering services hereunder, or for any error of judgment or mistake of law, or] for any loss arising out of any issuance of municipal securities, or investments of bond proceeds, or for any financial or other damages resulting from the Water Authority's election to act or not to act, as the case may be, contrary to any advice or recommendation provided by RBC CM to the Water Authority. No recourse shall be had against RBC CM for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of the Water Authority arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with any Issue or otherwise relating to the tax treatment of any Issue, or in connection with any opinion or certificate rendered by counsel or any other party.
- (b) Official Statement and Waiver of Sovereign Immunity. Water Authority acknowledges that it is responsible for the contents of the Preliminary Official Statement, Official Statement or any other document related to the issuance of municipal securities as contemplated herein (Offering Documents). Water Authority will take all reasonable steps to ensure that the governing body has reviewed and approved the contents of the Offering Documents.

### **4. Required Disclosures.**

Rule G-42 of the Municipal Securities Rulemaking Board (the "MSRB") requires that RBC CM provide you with disclosures of potential and actual conflicts of interest and of information regarding certain legal events and disciplinary history. Such disclosures are provided in RBC CM's Disclosure Statement delivered to the Water Authority together with this Agreement.

### **5. Waiver of Jury Trial.**

EACH PARTY AGREES TO WAIVE ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM OR ACTION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE RELATIONSHIP BETWEEN THE PARTIES. PARTIES AGREE TO WAIVE CONSEQUENTIAL AND PUNATIVE DAMAGES.

### **6. Severability.**

If any provision of this Agreement is, or is held or deemed to be, invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions because it conflicts with any provisions of any constitution, statute, rule or public policy, or for any other reason, such circumstances shall not make the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or make any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

**7. No Third Party Beneficiary.**

This Agreement is made solely for the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

**8. Authority.**

The signatory for the Water Authority represents and warrants that he has full legal authority to execute this Agreement on behalf of the Water Authority. The following individuals have the authority to direct RBC CM's performance of its activities under this Agreement:

Paul J. Cassidy, Managing Director

Erik B. Harrigan, Director

**9. Counterparts.**

This Agreement may be executed in counterparts, each of which shall be an original, but which taken together, shall constitute one and the same instrument.



**Exhibit B**  
**FEE SCHEDULE**

In consideration for the services rendered by RBC Capital Markets, LLC the Issuer agrees that our fee for each issue of Obligations will be as follows (subject to negotiation in the event of special circumstances such as delay in financing or completion of the transaction):

**Hourly Rates**

Hourly rates would be charged for advice and services performed that are not related to the issuance of a specific obligation based on the following schedule:

<b>Managing Director, Director, Vice President, Associate</b>	<b>\$171.00/hour</b>
<b>Support</b>	<b>\$ 75.00/hour</b>

**Fees for Financial Advisory Services**

As consideration for the services rendered by us and as a reimbursement for the expenses we are to incur, it is agreed that the Water Authority will pay, and we are to accept, a fee based upon the schedule below.

**Financial Advisory Fee ("FA") Fee:**

\$25,500 plus \$0.75 per \$1,000 over \$5,000,000

**Minimum FA Fee per Transaction:** \$25,500

**Maximum FA Fee per Transaction:** \$125,000

RBC CM will bill the Water Authority at closing for each issue of Obligations a net amount which will include a fee calculated on the Schedule of Fees as well as any out-of-pocket expenses incurred on behalf of the Water Authority. Due to corporate policy, reimbursable expenses cannot be paid by RBC CM. However, all expenses incurred during the issuance of bonds will be reviewed by RBC CM for accuracy and forwarded to the Water Authority for payment from bond proceeds when the bonds are issued. This provides additional savings in Gross Receipts Tax to the Water Authority.

If a financing is contemplated but not issued, RBC CM would not charge a fee specific for that transaction. We would request payment of out-of-pocket expenses.

If we are providing additional services such as debt policy, maintenance of debt policy or other requested consulting services, we would charge a fixed fee to be negotiated on a case by case basis for these services.

**Fees for Refunding Obligations.**

The fee for refunding will be the fee schedules above "Fees for Financial Advisory Services" plus 5 percent of the calculated fee. A refunding issue combined with a new money issue will be billed as a separate issue.

**Structuring Fee**

In addition to our Financial Advisory fee, we will charge a structuring fee to be negotiated on a case-by-case basis for non-routine, difficult financings or where time frames for delivery of services are materially extended. If approved by the Water Authority, the additional fees will not exceed 10 percent of the fee amount from the schedules listed above.



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Meeting Date: August 17, 2016  
Staff Contact: Rick Shean, Water Quality Hydrologist

**TITLE: OB-16-10 - Water Protection Advisory Board 2016 Update**

**SUMMARY:**

The Water Protection Advisory Board is half-way through with its 2016 Work Plan and is reviewing water quality protection topics on behalf of the City, County and Water Authority, and has submitted its 2015 Annual Report.

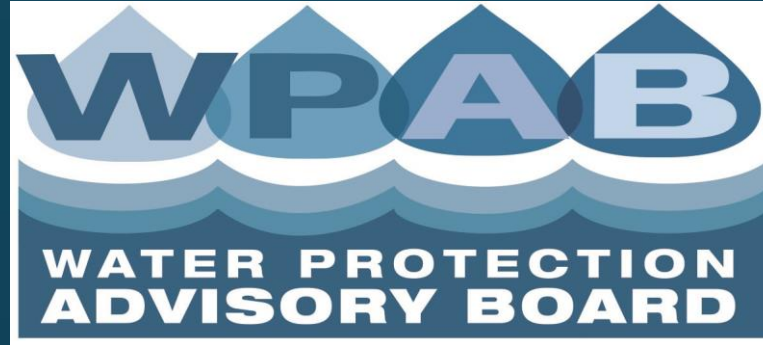
The purpose of the WPAB is to study and advise the Water Authority, City and County on surface and groundwater protection concerns, oversee the implementation of the Water Quality Protection Policy and Action Plan, and assist with the development of policies and strategies necessary to enhance protection of surface and groundwater quality in the Albuquerque Basin.

Priorities for the WPAB during 2016, which were set at the beginning of the year, are the protection of surface and groundwater quality in the Albuquerque Basin, maintaining good watershed health, and to foster intergovernmental coordination, cooperation and communication in all aspects of water quality protection.

The WPAB has identified the top areas of water quality protecting in its 2015 report, listing groundwater contamination sites, stormwater quality, septic systems, environmental restoration activities at the Sandia Laboratories, and current and potential oil and gas operations in the Middle Rio Grande Basin as areas of heightened focus for the board.

**FISCAL IMPACT:**

None



# Water Protection Advisory Board

Update to the Albuquerque Bernalillo County Water Utility Authority Governing Board

August 17, 2016

# WPAB Mission

- **Advise** the Water Authority, the City and the County on surface and ground water protection concerns
- **Oversee** Water Quality Protection Policy and Action Plan
- **Promote** consistency in agency efforts to protect surface and ground water quality
- **Advocate** effective protection of surface and ground water quality

# 2015 Accomplishments

- Served as public venue for presentations regarding the regulatory status and contents of the Mixed Waste Landfill
- Endorsed resolution regarding Citizen Action New Mexico's claims regarding contents of Sandia Labs' Mixed Waste Landfill
- Received updates on cleanup status for the Laun-Dry Site and the Fruit Ave Plume, South Valley and ATSF Albuquerque Superfund Sites
- Received updates on potential future Superfund Sites, including the West Central – Avenue site, Randolph Road and University Blvd Site and the U.S. Forest Service- CNM/Yale 1 Site
- Submittal of the 2016 Annual Report

# 2016 Priorities

- Protection of groundwater quality in the Albuquerque Basin
- Protection of surface water quality and Watershed Health
- Foster intergovernmental coordination, cooperation, and communication

# Topics / Actions in 2016

- Review of Oil and Gas Operations, Regulations and Hydraulic Fracturing
- Review of Environmental Restoration Activities at Sandia National Laboratories
- Upcoming – WPAB serving as Venue for Watershed-based Municipal Separate Storm Sewer System (MS4) Permit Public meeting for City and County.



# Top Areas for Water Quality Protection

- Groundwater Contamination Sites:
  - Leaking underground storage sites
  - Superfund sites
  - Former industrial sites
  - Kirtland AFB Bulk Fuels Facility Spill Site
- Stormwater Quality:
  - Large stormwater discharge above Water Authority's San Juan Chama diversion dam
- Septic Systems:
  - Septic systems designed to seep contaminants into an environmental buffer, but local ordinance are in place to reduce impact to groundwater quality
- Sandia National Laboratories
  - Mixed Waste Landfill
  - Tijeras Arroyo Groundwater Contamination Site
  - Other environmental restoration sites
- Oil and Gas Operations in the Middle Rio Grande Basin
  - No local ordinance in place, but state regulations exist

Thank you!

Questions?