



# CITY OF LAS VEGAS

1700 N. GRAND AVE. • LAS VEGAS, NEW MEXICO 87701-4731 • 505-454-1401 • FAX: 505-425-7335

**ALFONSO E. ORTIZ, JR.**  
Mayor

FINAL AGENDA AVAILABLE 24 HOURS PRIOR TO MEETING

**CITY OF LAS VEGAS  
SPECIAL CITY COUNCIL MEETING AGENDA  
September 27, 2011 – Tuesday – 4:00 p.m.  
City Council Chambers  
1700 N. Grand Ave**

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

**I. CALL TO ORDER**

**II. ROLL CALL**

**III. PLEDGE OF ALLEGIANCE**

**IV. MOMENT OF SILENCE**

**V. APPROVAL OF AGENDA**

**VI. PUBLIC INPUT (not to exceed 5 minutes per person)**

**VII. OUT OF STATE TRAVEL**

- Approval/Disapproval for out-of-state travel for Mayor Alfonso E. Ortiz, Jr. to travel to the National League of Cities, Congress of Cities and Exposition in Phoenix, Arizona scheduled for November 9-12, 2011.

**VIII. BUSINESS ITEMS**

1. Conduct a Public Hearing and Approval/Disapproval to Adopt Ordinance 11-16, the City of Las Vegas Master Plan.

*Elmer Martinez, Community Development Director* The updated master plan is a long-range policy guide to decisions concerning the physical development of the City; to include land use, transportation and storm water management, economic development, public facilities and parks, utilities, greenhouse gas emissions, hazard mitigation and implementation.

2. Approval/Disapproval to advertise Request for Proposal for Professional engineering consulting services for design, environmental and permitting for the rehabilitation and reservoir enlargement of Peterson Dam.

*Ken Garcia, Utilities Director* The reservoir water surface level must be maintained at the dam crest elevation of 6789 feet MSL to store maximum volume of water. The raw water technical report done by WH Pacific suggests alternatives to increase storage capacity in this dam. In order for this project to be considered for state funding, the project needs to be further developed in order to meet readiness to proceed requirements.

3. Approval/Disapproval to advertise Request for Proposals for Professional engineering consulting services for design, environmental and permitting for desalination of Taylor Well No. 7 brackish groundwater.

*Ken Garcia, Utilities Director* In light of the current water situation, the City of Las Vegas has been seeking out alternatives to increase water supply. The alternative suggested by Stephens & Associates would allow for desalination of a constant stream of 250 gpm of water from Taylor Well No. 7.

4. Approval/Disapproval of Resolution 11-62 the purchase of water rights from Bill and Betty Noble.

*Ken Garcia, Utilities Director* The City entered into a water rights purchase agreement with Bill and Betty Noble on October 13, 2010 that outlines the purchase. All paperwork has been approved by the Office of the State Engineer. This resolution will allow the City to complete the purchase.

## **IX. EXECUTIVE SESSION/CLOSED SESSION**

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

- A. **Personnel matters, as permitted by Section 10-15-1 (H) (2) of the New Mexico Open Meetings Act, NMSA 1978.**
- B. **Matters subject to the attorney client privilege pertaining to threatened or pending litigation in which the City of Las Vegas is or may become a participant, as permitted by Section 10-15-1 (H) (7) of the New Mexico Open Meetings Act, NMSA 1978.**
- C. **Matters pertaining to the discussion of the sale and acquisition of real property, as permitted by Section 10-15-1 (H) (8) of the Open Meetings Act, NMSA 1978.**

**X. ADJOURN**

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

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

**NOTE:** A final agenda will be posted 24 hours prior to the meeting. Copies of the Agenda may be obtained from City Hall, Office of the City Clerk, 1700 N. Grand Avenue, Las Vegas, N.M 87701

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 9-13-11

DEPT: Executive

MEETING DATE: 9-27-11

ITEM/TOPIC: Out-of- State Travel

**ACTION REQUESTED OF COUNCIL:** Approval/Disapproval for out-of-state travel for Mayor Alfonso E. Ortiz, Jr. to travel to the national League of Cities, Congress of Cities and Exposition in Phoenix Arizona scheduled for November 9-12, 2011.

**BACKGROUND/RATIONALE:** (see attached documentation)

**STAFF RECOMMENDATION:** Recommend Approval.

**COMMITTEE RECOMMENDATION:**

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY MANAGER'S OFFICE NO LATER THAN 10:00 A.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.


\_\_\_\_\_  
SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:



\_\_\_\_\_  
ALFONSO E. ORTIZ, JR.  
MAYOR

\_\_\_\_\_  
PAMELA MARRUJO  
INTERIM FINANCE DIRECTOR



\_\_\_\_\_  
TIMOTHY P. DODGE  
CITY MANAGER

\_\_\_\_\_  
PURCHASING AGENT  
(FOR BID AWARD ONLY)

\_\_\_\_\_  
DAVE ROMERO  
CITY ATTORNEY

Approved as to Legal Sufficiency Only

(If Box is Initialed by City Mngr., Review and Sign)

The National League of Cities counts over 1,600 municipalities as members, plus the 49 state municipal leagues, meaning NLC represents over 218 million Americans. The NLC is similar to your state municipal league, but with...

- Representation and advocacy on the federal level,
- A vast pool of geographically diverse members to connect with,
- Its own distinct set of programs designed to help your city save time and money, and
- A plethora of NLC resources and publications to help your city navigate the most difficult local government challenges.

## COME TO PHOENIX AND CONNECT

**WITH THE ISSUES...**...through more than 30 workshops, facilitated discussions and Policy and Advocacy Committee meetings.

**WITH SOLUTIONS...**...that will make a difference for your community through the Exposition Hall, the City Showcase, and mobile workshops.

## NATIONAL LEAGUE of CITIES | CONGRESS OF CITIES & EXPOSITION

Phoenix, Arizona | November 9-12, 2011

**WITH PEERS...**...which are an invaluable resource through NLC member networking councils and constituency groups.

**WITH NLC...**...by participating in governing the association at the Annual Business Meeting.

## LEARN, LEAD and CONNECT with NLC!



### LEARN

As host of the annual Congress of Cities & Exposition policy conference, the annual legislative Congressional City Conference, and a variety of other events, webinars and audio-conferences throughout the year, the National League of Cities is your resource to stay ahead of the issues affecting local governments and local officials.

### LEAD

NLC provides opportunities to take your service to your community to the next level by serving in a leadership role on a Policy & Advocacy Committee, a Member Council, or a Constituency Group. You can also build or enhance your leadership skills by participating in NLC's Leadership Training Institute courses that provide you with skills and best practices to help your city through tough challenges.

### CONNECT

Bringing together thousands of individuals involved in local government, NLC is the best place to find solutions to your city's challenges by networking, sharing best practices, and collaborating on a range of issues. You can gain greater knowledge and insight through the many NLC workshops, conferences, webinars, councils, and committees that encourage member collaboration and the exchange of valuable ideas.

### MEMBERSHIP INFORMATION

For pricing, a brochure and application, contact Member Services | [memberservices@nlc.org](mailto:memberservices@nlc.org) | 202-626-3100.

# Congress of Cities Online Registration Open

**July 11, 2011**

by Cyndy Liedtke Hogan



Online registration for the 2011 Congress of Cities and Exposition, November 9-12 in Phoenix, is now open. Go to [www.nlccongressofcities.org](http://www.nlccongressofcities.org) for the best housing options and rates.

This year's conference will have a restructured format to allow for more in-depth exploration of the most pressing challenges facing cities. Four concurrent conferences will be held on the topics of Your City's Families, Green Cities, Economic Development and Infrastructure. Each of these conferences will incorporate keynote speakers, workshops and peer networking sessions.

Congress of Cities attendees are encouraged to choose one of the concurrent conferences. Attendees can also be a "generalist" by sampling from each of the concurrent conferences and from sessions on other challenges city leaders face.

NLC will explore the impact that immigration has on communities and constructive local action in cities across the country across all conference programming. With Phoenix as the host city for the conference, NLC will have an opportunity to highlight the need for comprehensive immigration reform at the federal level.

"I find the chance to develop close relationships with colleagues facing similar circumstances extremely beneficial," said NLC First Vice President Ted Ellis, mayor of Bluffton, Ind. "The Congress of Cities and Exposition provides cities of all sizes opportunities to learn real strategies that work back home."

The Opening General Session will be held at 4:00 p.m. on Thursday, November 10. The conference will wrap up Saturday with the Delegates Luncheon, the Annual Business Meeting and the Phoenix Host City Closing Event on Saturday evening, November 12.

Leadership Training Institute seminars will take place Wednesday and Thursday, November 9 and 10. These seminars have an additional fee.

Mobile workshops, which offer an up-close look at successful programs in Phoenix and surrounding cities, will take place November 9, 10 and 11. More information on these free programs is at

# Registration & Housing

## Online Registration

### UPDATE: Advance Registration Rate Extended to September 30th!

Delegates can register online and add a spouse/guest, [Leadership Training seminars](#), events during the initial registration process or log in at a later time using the email pro confirmation code.

[REGISTER](#)

To register by mail or FAX, submit the completed [Registration Form](#), including payer number provided on the form.

## Group Registration Incentive

Is your city or organization bringing a team of 5 or more? If so, the Group Registration registration. Go to the [Group Registration Incentive](#) section for full details.

## Youth Delegates and Chaperones

Youth and Chaperones must register by submitting a registration form by Fax or mail. email will be sent to the address listed on the registration form providing instructions c activities.

Membership Type	Advanced By 9/30/11	Star After 9
NLC Member City	\$435	\$5
Associate Member	\$435	\$5
State Municipal League Member City	\$550	\$6
Non-Member City	\$625	\$7
First Time Attendee	\$375	\$3
Student	\$175	\$1
Youth Delegate (15-18)	\$100	\$1
Youth Chaperone ( <i>not applicable to elected officials</i> )	\$100	\$1
Spouse/Guest ( <i>non-refundable</i> )	\$85	\$8

The conference registration fees do not include Leadership Training Seminars or C dues and activity costs. All other fees are listed on the Related Fees tab.

\* To register for a seminar, pay dues and/or activity fees, a delegate **MUST** be registered for the conference.

### **Group Registration Incentive**

**Groups of 5 or more** will receive a complimentary 6<sup>th</sup> registration, provided the registration is complete and paid in full. To receive the group incentive, all individuals should register via the group registration form.

Housing section - copy the housing page, list the name, city and state of the delegate provided at the top of the housing form, select the housing for each delegate and submit the form and all housing forms at the same time to ensure the paperwork is processed accurately.

Registrations for the group incentive cannot be made online; they must be submitted by fax. The fax number and mailing address are on the form. **Group Registration Form**

### **After Registration is completed**

Each team member will receive a confirmation to the email address provided on the form on how to add required demographical information, Leadership Training seminars, National and Constituency events.

### **Registration Cancellation Policy**

#### **Group registrations**

Nonrefundable. No refunds will be given to those who previously registered. Group registrations apply to these registration categories: spouse, student, youth delegate. Substitution, changes and cancellations request must be made in writing to [nlcregandhousing@jsh.org](mailto:nlcregandhousing@jsh.org)

#### **Standard registrations**

All requests must be received in writing, postmarked by **October 17, 2011** and are subject to a cancellation fee. No partial refunds will be made if you decide to not attend particular events. **registrations or cancellations will be accepted by telephone.** No cancellations will be accepted after **October 17, 2011.**

# Day-at-a-Glance

Day-At-A-Glance is an overview of activities day by day during individuals and teams, can use this reference to coordinate a. Optimize time spent each day to get all the value and benefit Exposition has to offer!

## Day-At-A-Glance (pdf)

7:00 AM - 6:00 PM	Registration
8:30 AM -12:30 PM	Mobile Workshops
9:00 AM - Noon	Leadership Training Seminars Committee, Council and Panel Meetings Constituency Group Meetings
1:00 PM - 4:00 PM	Policy Committee Meetings
1:00 PM - 5:00 PM	Mobile Workshops
1:30 PM - 5:00 PM	Leadership Training Seminars
4:00 PM - 6:30 PM	New Member and First Time Attendee Welcome
6:00 PM - 10:00 PM	Constituency Groups Meetings and Events State Municipal Leagues Meetings and Events

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## Day-At-A-Glance (pdf)

7:00 AM - 6:00 PM	Registration
7:30 AM - 4:00 PM	Constituency Group Meetings and Events
8:00 AM - Noon	Board of Directors Meeting Advisory Council Meeting
9:00 AM - Noon	Leadership Training Seminars Mobile Workshops Your City's Families Pre-Conference Trainings - Maximizing Resources to Sustain Support for - Results-Based Accountability: Improving Out
10:00 AM - 4:00 PM	Exposition Hall and Exhibitor Solutions Theater
Noon - 1:30 PM	Lunch in the Exposition Hall - Visit the City Showcase area to learn about a programs.
Noon - 1:45 PM	Your City's Families Lunch / Opening Summit
1:00 PM - 4:00 PM	Mobile Workshops
1:30 PM - 4:00 PM	Resolutions Committee Meeting

2:00 PM - 4:00 PM	Mobile Workshops
2:15 PM - 4:15 PM	Your City's Families Mini-Plenaries/Discussion : - Laying the Foundation for Success (early child support) - Youth as Problem Solvers (youth civic engagement, development, reengaging disconnected youth)
4:15 PM - 6:15 PM	Opening General Session
6:30 PM - 8:00 PM	Welcome Reception in the Exposition Hall - Visit the City Showcase area to learn about programs.
8:30 PM - Midnight	Constituency Group Meetings and Events State Municipal League Receptions

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## Day-At-A-Glance (pdf)

7:00 AM - 5:00 PM	Registration
8:00 AM - Noon	Concurrent Conference Sessions  Your City's Families Economic Development Green Cities Infrastructure
10:30 AM - 2:00 PM	Exposition Hall Open - Visit the City Showcase area to learn about and network
Noon - 1:30 PM	Lunch in Exposition Hall - Visit the City Showcase area to learn about and network
1:30 PM - 4:00 PM	Mobile Workshops
1:30 PM - 5:00 PM	Concurrent Conference Sessions  Your City's Families Economic Development Green Cities Infrastructure
5:00 PM - Midnight	Constituency Groups Meetings and Events

# Day-at-a-Glance

Day-At-A-Glance is an overview of activities day by day during individuals and teams, can use this reference to coordinate and optimize time spent each day to get all the value and benefit Exposition has to offer!

## Day-At-A-Glance (pdf)

7:30 AM - 2:00 PM	Registration
8:30 AM - Noon	Committees, Councils and Panels Meeting Constituency Group Meetings and Events  Concurrent Conference Sessions  Your City's Families Economic Development Green Cities Infrastructure
12:30 PM - 2:00 PM	Closing Lunch and General Session
2:30 PM - 4:30 PM	Annual Business Meeting
6:00 PM - 9:00 PM	Phoenix Host City Closing Event

**CITY COUNCIL AGENDA REQUEST**

**DATE:** September 15, 2011 **DEPT:** Community Development **MEETING DATE:** September 27, 2011

**ITEM/TOPIC:** Ordinance #11-16 Adopting the City of Las Vegas Comprehensive Master Plan

**ACTION REQUESTED:** Conduct a public hearing and Approve/Disapprove Ordinance #11-16 adopting the City of Las Vegas Comprehensive Master Plan

**BACKGROUND/RATIONALE:** Council is asked to conduct a public hearing and consider Ordinance #11-16 adopting the Las Vegas Comprehensive Master Plan. The updated master plan is a long-range policy guide to decisions concerning the physical development of the City; to include land use, transportation and storm water management, economic development, public facilities and parks, utilities, greenhouse gas emissions, hazard mitigation and implementation. The Planning and Zoning Commission has adopted Resolution #7-11-11 recommending approval of the Master Plan.

**STAFF RECCOMENDATION:** Consideration by council

**COMMITTEE RECOMMENDATION:** The Planning and Zoning Commission recommends approval.

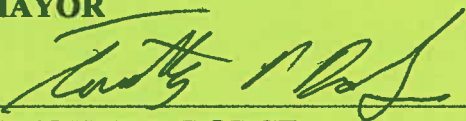
**THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY MANAGER'S OFFICE NO LATER THAN 10:00AM ON Friday ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.**

  
SUBMITTER'S SIGNATURE

**REVIEWED AND APPROVED BY:**

  
\_\_\_\_\_

**ALFONSO E. ORTIZ, JR.**  
**MAYOR**

  
\_\_\_\_\_

**TIMOTHY P. DODGE**  
**CITY MANAGER**

**PURCHASING AGENT**  
**(FOR BID AWARD ONLY)**

Approved to form 5-1-2010

**PAMELA MARRUJO**  
**INTERIM FINANCE DIRECTOR**

**DAVE ROMERO**  
**CITY ATTORNEY**

If box is Initialed by City Mnger., Review and Sign

**CITY OF LAS VEGAS**

**ORDINANCE NO. 11-16**

**AN ORDINANCE ADOPTING THE**

**CITY OF LAS VEGAS UPDATED COMPREHENSIVE MASTER PLAN**

**WHEREAS**, the comprehensive master plan is a long-range policy guide to decisions about the physical development of the city, addressing: land use, transportation and storm drainage, economic development, facilities and parks, utilities, greenhouse gas emissions, hazards mitigation and implementation; and

**WHEREAS**, the comprehensive master plan gives long-range and comprehensive context and support for the Infrastructure Capital Improvement Program, Community Development Block Grant (CDBG) infrastructure development grants, as well as other state and federal grants and loans that the city can apply for; and

**WHEREAS**, the City of Las Vegas has an adopted community master plan from 1997 and needs to update this plan based on changes in the community, a current and more detailed assessment of conditions and ways to better meet needs of the community, changes in city priorities, and clarifications and changes in policy directions; and

**WHEREAS**, the City Council of the City of Las Vegas is enabled through New Mexico State Statutes to adopt a comprehensive plan which makes recommendations on a variety of subjects; and

**WHEREAS**, , the city's grant agreement with the New Mexico Department of Finance and Administration Local Government Division for the receipt of a CDBG planning grant for the preparation of this plan requires that the plan be adopted by means of an ordinance; and

**WHEREAS**, adoption by ordinance of a plan signifies that the City Council believes that the plan is a very important document that should be regularly referred to when making decisions; however, adoption by ordinance does not change the advisory nature of the plan, it does not mandate that all recommendations be followed, nor does it make the plan a regulatory document; and

**WHEREAS**, the city developed the 2011 comprehensive master plan through a detailed review of the 1997 Community Master Plan, research and analysis of current demographic and socio-economic information, various analyses of land use, streets, storm drainage, city facilities, and parks and infrastructure, and evaluation of the city zoning code; and

**WHEREAS**, the city conducting a series of five public input meetings on the plan held on December 22, 2010 (land use and economic development), January 12, 2011 (facilities and parks, transportation, storm drainage and utilities), February 2, 2011 (economic development) and February 9, 2011 (economic development), a joint workshop meeting of the City Council and the Planning and Zoning Commission on April 13, 2011, extensive discussions with city staff; and

**WHEREAS**, the city posted information on its website and on Facebook to keep residents informed about the plan as it developed; and

**WHEREAS**, a special public hearing was held by the Planning and Zoning Commission on July 11, 2011 and August 15, 2011.

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

1. Hereby adopts the City of Las Vegas Updated Comprehensive Master Plan shown in Attachment A.
2. Finds that the comprehensive master plan is a long-range policy guide to decisions about the physical development of the city.
3. Recognizes that if any section, paragraph, sentence, clause, word or phrase of this ordinance for any reason held to be invalid or unenforceable by any court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this ordinance and each section, paragraph, sentence, word, or phrase therefore irrespective of any provisions being declared unconstitutional or otherwise invalid.

**PASSED, ADOPTED, AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Alfonso E. Ortiz, Jr., Mayor

**ATTEST:**

\_\_\_\_\_  
Cassandra Fresquez, City Clerk

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 09/20/11

DEPT: Utilities Dept.

MEETING DATE: 09/27/11

ITEM/TOPIC: Approval to advertise request for proposals for professional engineering consulting services for design, environmental and permitting for the rehabilitation and reservoir enlargement of Peterson Dam.

ACTION REQUESTED OF COUNCIL: Approval/Disapproval to advertise RFP.

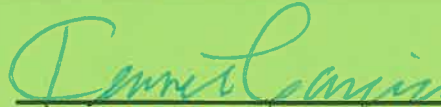
BACKGROUND/RATIONALE: Peterson Reservoir's maximum allowable storage capacity is approximately 211 acre feet. The reservoir water surface level must be maintained at the dam crest elevation of 6789 feet MSL to store maximum volume of water. The raw water technical report done by WH Pacific suggests alternatives to increase storage capacity in this dam. Their suggested alternative R-3-3-B; Raise Dam 49 feet, would allow for 1204 acre feet of additional storage.

In order for this project to be considered for state funding, this project needs to be further developed in order to meet readiness to proceed requirements. Upon approval, staff will advertise the prepared RFP.

STAFF RECOMMENDATION: Allow for approval to advertise RFP.

COMMITTEE RECOMMENDATION: This item will be discussed at a special Utility Advisory Committee Meeting to be held on September 26, 2011. Their recommendation will be provided at the council meeting.

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY MANAGER'S OFFICE NO LATER THAN 10:00 A.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.



SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:



ALFONSO E. ORTIZ, JR.  
MAYOR



TIMOTHY P. DODGE  
CITY MANAGER

PAMELA MARRUJO  
INTERIM FINANCE DIRECTOR

\_\_\_\_\_  
PURCHASING AGENT  
(FOR BID AWARD ONLY)

\_\_\_\_\_  
DAVE ROMERO  
CITY ATTORNEY

Approved as to Legal Sufficiency Only  
(If Box is Initialed by City Mngr., Review and Sign)

## REQUEST FOR PROPOSALS

The City of Las Vegas, New Mexico will open Sealed Proposals at 3:00 p.m. on **October XX, 2011** at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

### **PROFESSIONAL ENGINEERING CONSULTING SERVICES FOR REHABILITATION AND RESERVOIR ENLARGEMENT OF THE PETERSON DAM**

Proposal Forms and Specifications may be obtained from the following location: Office of the City Clerk, 1700 North Grand Ave., Las Vegas, NM 87701; (505) 426-3262.

Mailed proposals should be addressed to the Office of the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked “PROFESSIONAL ENGINEERING CONSULTING SERVICES FOR REHABILITATION AND RESERVOIR ENLARGEMENT OF THE PETERSON DAM” Opening No. **XX-XX**; on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the Offeror to see that their proposal is delivered to the **City Clerk** by the date and time set for the proposal request. If the mail or delivery of proposal request is delayed beyond the opening date and time, proposal thus delayed will not be considered. Seven copies of this proposal should be provided at this time. Proposals will be reviewed at a later date with possible negotiations to follow.

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

CITY OF LAS VEGAS,

\_\_\_\_\_  
Timothy Dodge, City Manager

\_\_\_\_\_  
Cassandra Fresquez, City Clerk

\_\_\_\_\_  
Pamela Marujo, Interim Finance Director

\_\_\_\_\_  
Lupe Apodaca, Purchasing Agent

Opening No. \_\_\_\_\_

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

Published: Las Vegas OPTIC-10/XX/11; Albuquerque Journal-10/XX, 10/XX, 10/XX, 2011

**OFFEROR INFORMATION**

OFFEROR: \_\_\_\_\_

AUTHORIZED AGENT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: (\_\_\_\_\_) \_\_\_\_\_

FAX NUMBER: (\_\_\_\_\_) \_\_\_\_\_

DELIVERY: \_\_\_\_\_

STATE PURCHASING RESIDENT CERTIFICATION NO.: \_\_\_\_\_

SERVICE (S): PROFESSIONAL ENGINEERING CONSULTING SERVICES FOR REHABILITATION AND RESERVOIR ENLARGEMENT OF THE PETERSON DAM

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

**AFFIDAVIT FOR FILING WITH COMPETITIVE PROPOSAL**

STATE OF \_\_\_\_\_ )

) ss

COUNTY OF \_\_\_\_\_ )

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

\_\_\_\_\_  
Signature

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

(SEAL)

\_\_\_\_\_  
Notary Public Signature  
My Commission Expires: \_\_\_\_\_

**STANDARD PROPOSAL CLAUSES****AWARDED PROPOSAL**

Awarding of Proposal shall be made to the responsible Offeror whose Proposal best meets the specifications. The City of Las Vegas (City) reserves the right to reject any or all Proposals submitted.

**TIMETABLE**

Proposals pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, on or before: October, 2011; 3:00 p.m.; at which time all proposals received will be opened. The opening will occur at the City Offices. Awarding of proposal is projected for: XXXX, 2011. The successful offeror will be notified by mail.

**ENVELOPES**

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

**BRIBERY AND KICKBACK**

The procurement code of New Mexico; (Section 13-1-28 through 13-1-199 N.M.S.A. 1978), impose a third degree felony penalty for bribery of a public official or public employee. In addition the New Mexico Criminal Statutes (Section 30-4-1 N.M.S.A. 1978), states that it is a third degree felony to commit offense of demanding or receiving a bribe by a public official or public employee. (Section 30-24-2 N.M.S.A. 1978), it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. In addition, (Section 30-41-1 through 30-41-3 N.M.S.A. 1978), states that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

**RESPONSIBILITY OF OFFEROR**

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

**NON-COLLUSION**

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

CLARIFICATION OF PROPOSAL

Offeror requiring clarification or interpretation of the proposal specifications shall make a written request to the Department involved in this proposal request at least ten (10) days prior to the scheduled proposal opening date; with a copy forwarded to the Finance Department. Any interpretations, correction, or changes (not part of the negotiation stage) of said proposal specifications shall be made by **“ADDENDUM”** only; including any Opening Date or Time Change. Interpretations, corrections, or changes of said proposal made in any other manner (before opening and negotiation stage) will not be binding and offeror shall not rely upon such interpretations, corrections, and changes.

MODIFICATION OR WITHDRAWAL OF PROPOSAL

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

APPLICATION OF PREFERENCE

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

FEDERAL TAX IDENTIFICATION NUMBER

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

FEDERAL TAX ID NUMBER: \_\_\_\_\_  
SOCIAL SECURITY NUMBER: \_\_\_\_\_

NEW MEXICO TAX IDENTIFICATION NUMBER

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

New Mexico (CRS) Tax Identification Number: \_\_\_\_\_

### SPECIAL NOTICE

Proposal will be opened and all submitted copies will be checked for accuracy of Department's specific amount of copies requested. Any factors of the submitted proposals will not be read out loud to anyone in attendance at the proposal opening. All factors of the submitted proposal are not public record to other offerors or interested parties before the negotiation or awarding process has been completed.

The department involved in the proposal request will evaluate all proposals submitted according to the evaluation criteria indicated in the proposal specifications.

### NEGOTIATION

Pursuant to the City of Las Vegas Purchasing rules and regulations (section 6.7) discussions or negotiations may be conducted with a responsible offeror who submits an acceptable or potentially acceptable proposal.

### CONTRACT

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

### TAXES:

Bidder must pay all applicable taxes.

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

The following definitions apply:

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

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

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

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

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

**“Person”** means any corporation, partnership, individual, joint venture, association or any

other private legal entity.

**“Prospective contractor”** means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Name of Applicable Public Official: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_

(The above fields are unlimited in size)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)

--OR--

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (Position)

REQUEST FOR PROPOSALS FOR PROFESSIONAL ENGINEERING  
CONSULTING SERVICES  
FOR REHABILITATION AND RESERVOIR ENLARGEMENT OF THE PETERSON  
DAM  
THE CITY OF LAS VEGAS

The City of Las Vegas, New Mexico is requesting proposals to provide Professional Engineering Consulting Services for Rehabilitation and Reservoir Enlargement of the Peterson Dam.

**A. SCOPE OF THE PROJECT:**

The existing Peterson Dam is a concrete arch dam, approximately 210 feet long and 50 feet high, originally constructed in 1911. The reservoir surface area is 10.69 acres with normal storage of 189.2 acre-feet. It was rehabilitated in 1983. Rehabilitative tasks included mitigation of seepage through the dam, repair of deteriorated concrete and installation of metal railing. The facility provides primary storage of municipal water for the City of Las Vegas, who owns and operates the dam. Water is diverted from Gallinas River, channeled through a sedimentation basin and directed to the Peterson Reservoir.

The New Mexico Office of the State Engineer (OSE) has classified the dam as a high hazard dam indicating that a catastrophic dam failure would likely result in loss of human life and extensive property damage. The dam does not meet current OSE dam safety regulations. OSE has issued a letter to the City indicating that an order restricting storage may be issued if progress is not made in planning modifications to the dam to safely pass the Probable Maximum Flood (PMF).

Projections are that water supply demand for the City will increase from approximately 2.1 MGD to 2.99 MGD by year 2050, or from 2,350 ac-ft./yr. to 3,350 ac-ft./yr. The system is not optimized to use the existing wet water supply. The City relies heavily upon the variable flows of the Gallinas River for its water supply. The total annual river flow volume has experienced substantial variation through the 84 year historical record varying from 1,832 ac-ft. in 1956 to 58,424 ac-ft. in 1941. Currently, the City can only store about 36% of their total annual municipal water demand, which is insufficient to consistently satisfy municipal water demand during periods of limited water availability or drought.

The City plans to rehabilitate and enlarge the reservoir in order to meet OSE Dam Safety Regulations and at the same time increase their municipal water storage capacity.

A study of alternatives was completed by URS in April 2011 entitled "Preliminary Engineering Considerations and Remediation Alternatives for Peterson and Bradner Dams, Las Vegas, New Mexico, Final Report". Additional information pertaining to the

project can be found in that report which will be made available to Offerors for review and/or copying. The preferred alternative (Alternative R-3-3-B) entails a 49-foot dam raise (99 foot total dam height) using roller compacted concrete (RCC) at Peterson Dam. Even though RCC construction is recommended in the URS report, the successful consultant may propose an alternative if more detailed engineering supports a different approach. This project will enable the reservoir to store an additional 1,204 ac-ft. The proposed RCC construction would reinforce the existing dam, which is deteriorating due to freeze and thaw cycles and seepage penetrating through the dam and its abutments. The proposed dam raise will partially encapsulate existing seepage and re-route any remaining seepage through an internal drainage system. The estimated cost of construction is \$16,231,480.

There are a number of other proposed projects including a water conveyance system, a pre-sedimentation basin, a pump station and other improvements which are associated with the proposed improvements to Peterson Dam. Work needed for those projects are not included in the scope of work for this project.

The City anticipates that additional funding will be needed to complete the additional investigations, design and permitting for this project. Award of a contract is dependent upon availability of funding. The work may be negotiated in phases as funding becomes available.

### **The Scope of Services:**

The scope of services will be completed in accordance with the requirements as set forth by the Dam Safety Bureau (DSB) of the New Mexico Office of the State Engineer. The City will make available for use all data and analysis completed on previous studies pertaining to the dam. In general, services may include but may not be limited to the following:

1. Project Management including but not limited to general project coordination and communications, agency coordination, work-in-progress meetings, status updates, etc.
2. Seepage Loss Rate and Internal Drainage Study
3. Hydrologic Analysis.
4. Hydraulic analysis and design including the spillway design flood, incremental damage assessment, spillway design and capacity and outlet design and capacity.
5. Geological and Geotechnical Assessment and Investigation, Stability Analysis, Seismic Analysis. This will include investigation and analysis for any necessary revisions of stability, seismic, structural and scour analyses completed by URS. This will also include the investigation and analysis of seepage losses and the development of alternative methods for controlling these losses.
6. Surveying and mapping of the dam site. In addition to topographic mapping for the dam and reservoir site, the mapping will include the location of existing benchmarks in the project vicinity, right-of-way boundaries, establishment of a control network and a detailed survey of the downstream face of the dam.

7. Dam design including foundation, geometry, spillway/s, structural, internal drainage system, ancillary structures, erosion protection, etc.
8. Design Report summarizing all investigations, analyses and design in accordance with OSE requirements
9. Construction drawings and specifications. Design reviews will be held at multiple stages during the design process.
10. Engineers Opinion of Probable Construction Cost at each stage of design reviews.
11. Operation and maintenance plan and manual
12. Environmental Documentation & Permitting. Environmental documentation will include a cultural resources survey, biological survey, wetlands delineation study and all other environmental investigations and documentation needed to meet NEPA requirements. Permitting will include making a joint application for a 404 Permit under the Clean Water Act and New Mexico Water Quality Certification.
13. Public Meetings and Presentations including preparation of exhibits, meeting notifications and agenda, minutes, etc.
14. Submittal of Design Report, Construction Drawings and Technical Specifications to the DSB for review and make revisions and corrections as necessary to obtain final approval.
15. Provide assistance in securing project funding as needed including research for potential funding sources, preparation of grant/loan applications, presentations and other assistance as needed.
16. Bid Administration
17. Construction administration and full-time construction representation.

## **B. CRITERIA FOR ACCEPTANCE AND EVALUATION OF PROPOSALS**

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

The format for proposals shall be a maximum of thirty (30) pages, including title page, and index to include the front and back cover. Proposals shall be printed on one side only, 8 ½" x 11" paper, and bound on the left margin. A transmittal letter if any if any will be included in the thirty (30) page limit. No other material is to be included.

Submittal of proposals: Seven (7) copies of proposals must be delivered to the City Clerk, City of Las Vegas, 1700 North Grand Avenue, Las Vegas, New Mexico 87701 no later than 3:00 p.m. on October XX, 2011. Sealed proposal envelopes shall be clearly marked "PROFESSIONAL ENGINEERING CONSULTING SERVICES FOR REHABILITATION AND RESERVOIR ENLARGEMENT OF THE PETERSON DAM" on the outside of the envelope. This information shall be placed on the lower left-

hand corner of the envelope. Failure to comply with this requirement shall result in rejection of the Proposals.

**Ranking Criteria:** The City of Las Vegas will utilize a technical advisory team made up of City personnel to evaluate each proposal submitted. All proposals shall be reviewed for compliance with the mandatory requirements as stipulated in the Request for Proposals. Proposals found not to be in compliance, will be rejected from further consideration. Proposals which are not rejected will then be evaluated based upon the following weighted values.

Proposals should address each of the following criteria. Each proposal may be awarded percentage points up to the amount listed in parentheses.

**1. Specialized Planning, Design, and Technical Competence with similar dam projects (25%)**

Describe at least three similar projects, completed by the offeror, involving new dam construction, dam rehabilitation, reservoir enlargement or combinations of the three. The City is particularly interested in related experience with concrete dams. Describe how each project is similar to this project. Describe the challenges affecting each project and their resolution. Include contact names with titles and telephone numbers for each project.

**2. Experience with the Dam Safety Bureau (DSB) of the New Mexico Office of the State Engineer (OSE) and the US Army Corps of Engineers (USACE) (15%)**

The Offeror shall describe their experience, if any, or that of proposed project team members in obtaining final approval of design and/or permitting documents for dam related projects from the DSB and the USACE. Provide a description of any unique approaches that were successful.

**3. Experience in Securing Funding for Similar Projects (5%)**

The Offeror shall describe their experience, if any, or that of a proposed project team member in obtaining funding for similar projects. Describe any applicable experience, including the role of the Offeror, with securing funding for similar projects in New Mexico. Provide a description of any unique approaches that were successful.

**4. Capacity and Capability (15%)**

The Offeror shall provide a project organization chart showing key project team members, including proposed sub-consultants, and indicate the estimated percentage of time that each team member is expected to be assigned to the project over the duration of the design and permitting phase. Provide resumes of key project personnel that include a

description of related project experience. The Offeror shall describe their capacity to complete the project within the Offeror's proposed project schedule.

#### **5. Past record of Performance (15%)**

For at least three of the projects described in #1, provide the following information:

- 1) Summary of the project design and permitting fees including the original negotiated contract fee and subsequent amendments with a brief description of the scope of work relating to the original contract and each subsequent amendment. Include explanations, as needed, of any factors contributing to increases in cost.
- 2) The approximate start and completion dates for each phase of the projects from the effective date of the engineering agreement through completion of construction. Indicate whether original design/permitting and construction contract deadlines were met, and if not, describe the amount of extension time required and any justification for the extension of time.
- 3) The engineer's final estimate for construction, actual bids and the final contract amount. List and describe all change orders greater than \$5,000.

#### **6. Familiarity with the City of Las Vegas and Understanding of the Project (5%)**

The Offeror shall describe their familiarity with the City of Las Vegas and the proposed project including the purpose and need for the project, the anticipated challenges and the City's goals and objectives.

#### **7. Approach to the Project (15%)**

The Offeror shall provide a description of their proposed approach to the project including a proposed project schedule, technical approach, communications plan for the City and applicable agencies, work-in-progress meetings, etc.

#### **8. Current Volume of Work with the City that is not 75% Complete. (5%)**

The Offeror will provide a list of all work in progress with the City including dollar amount of the contract, balance of the contract amount and percentage completed.

## C. CONTRACTUAL TERMS

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

### 1. Funding

This solicitation is subject to the availability of funds to accomplish the work.

### 2. Term

The term of this agreement shall be for a period of four (4) years

### 3. Termination

Either party may terminate this contract by giving written notice to the other party thirty (30) days in advance. However, if the Offeror is adjudged as bankrupt or insolvent, or defaults in any way, the City may, without prejudice to any other right or remedy, and after giving the Offeror a minimum of ten (10) days from the delivery of a written notice, terminate the services of the Offeror.

### 4. Timelines

All work shall be performed in a timely manner, as requested. Compensation for services not completed within agreed upon Time-lines will not be paid.

### 5. Communication with the City of Las Vegas

The consultant shall be required to periodically update the City of Las Vegas of the status of the project.

### 6. Work Stoppage

The City of Las Vegas retains a unilateral right to order, in writing, Temporary stoppage of the work or delay of the performance of the Work, with ten (10) days notice to Offeror.

### 7. Assignability

The Consultant shall not assign, sublet or transfer their interests in this Contract without the written agreement of the City. If such an assignment is allowed, the Consultant shall be ultimately responsible to ensure that the work is performed satisfactorily.

8. Business License

Prior to commencement of work, Offeror must secure a business license from the City of Las Vegas, and submit proof thereof.

9. Gross Receipts Tax

Unless otherwise agreed, Offeror is responsible for payment of gross receipts tax.

10. Scope of Contract

This Contract incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter of this Contract, and all such agreements, covenants, or understandings, oral or written, of the parties or their agents shall not be valid or enforceable, unless embodied into this Contract.

11. Amendment

This contract will not be altered, changed, or amended except by a written document signed by the parties to this Contract.

12. Registration

All work shall be under the direction of a Professional Engineer registered in the State of New Mexico.

13. Professional Standards

The Consultant agrees to abide by and perform its duties in accordance with the ethics of its profession on all federal, state laws and municipal ordinances & regulations regulating the practice of engineering.

14. Authority to Bind the City

The Consultant shall not have the authority to enter into any contracts binding upon the City or to create any obligations on the part of the City, except such as shall be specifically authorized by the City's representative, acting pursuant to authority granted by the City.

## 15. Notices

Any notice required to be given under this Contract shall be deemed sufficient if given in writing by mail or hand-delivery to the City Clerk's Office or by mail or hand delivery to the Consultant's Office.

## 16. Subject to other Documents

This contract is subject to the terms and conditions of the statutes of the State of New Mexico and Ordinances of the City of Las Vegas, New Mexico as they exist at the time that this Contract is signed or as they are hereafter amended. All such statutes and ordinances are incorporated by reference into this agreement.

## 17. Insurance

The Consultant must at all times hold errors and omissions liability insurance of at least \$5,000,000.00 and list the City of Las Vegas as an additional insured. Proof of compliance with this insurance requirement is to be provided to City upon execution of this contract.

## 18. Conflict of Interest

The Consultant warrants that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services under this Contract.

## 19. Method of Payment

The Consultant shall submit itemized monthly statements of work performed on behalf of each City department as outlined herein. The City will then make payment by the 15<sup>th</sup> of the following month.

## 20. Binding Effect

This Contract shall be binding upon and shall ensure to the benefit of the successors and assigns of the City and the Offeror.

## 21. Indemnification

The Consultant will indemnify, keep and save harmless the City, its agents, officials, and employees, against all suits or claims that may

be based on injury to persons or property that is a result of an error, omission, or negligent act of the Consultant or any person employed by or acting on behalf of the Consultant.

#### **D. DATE OF RECEIPT OF PROPOSALS**

Proposals pursuant to this Request for Proposals must be received at the location and on or before the date given in the advertisement.

#### **E. FORMAT FOR CONSULTANT SERVICES PROPOSALS**

1. Maximum of thirty (30) pages, including title, index and transmittal letter but not including the front and back cover.
2. Bound on left hand margin.
3. 8 ½" x 11" paper.
4. Printed on one side of sheets only.
5. Seven (7) copies of proposal must be submitted.
6. Transmittal letter, if any, to be included in the thirty (30) page limit.
7. No other material to be included.

#### **F. ENVELOPES**

Sealed proposal envelopes shall be clearly marked "PROPOSAL FOR REHABILITATION AND RESERVOIR ENLARGEMENT OF THE PETERSON DAM" on the outside of the envelope. This information shall be placed on the lower left-hand corner of the envelope. Failure to comply with this requirement shall result in rejection of the proposal.

#### **G. AWARD OF CONTRACT**

The award shall be made to the responsible offeror and/or offertory whose proposal is most advantageous to the City of Las Vegas, taking into consideration the evaluation factors set forth in this request for proposals. The proposal will be ranked by a committee of five (5). It is anticipated that ranking will be completed by \_\_\_???, 200 \_\_. After initial ranking of the proposals, at the City's sole option, the City may decide to interview the top two or three ranked offerors to develop final

rankings or may consider the rankings based on the proposals as being final. The City will undertake negotiations with the top ranked offeror and will not negotiate with lower ranked offerors unless negotiations with higher ranked offers have been unsuccessful and have been terminated.

#### **H. BRIBERY AND KICKBACKS**

**New Mexico procurement law requires the parties to the contract be made aware that pursuant to NMSA 1978, Section 30-24-1, it is a third degree felony to commit the offense of bribery of a public officer or public employee; pursuant to NMSA 1978,k Section 30-24-2, it is a third degree felony to commit the offense of demanding or receiving a bribe by any public employee; pursuant to NMSA 1978, Section 30-41-1, it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks; and, pursuant to NMSA 1978, Section 30-41-2, it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.**

#### **I. RESPONSIBILITY OF OFFEROR**

At all times, it shall be the responsibility of the Offeror to ensure that their proposal is delivered to the City by the date and time set for the opening of proposals. If mail or delivery of said proposal is delayed beyond the deadline set for the proposal opening, proposals thus delayed will not be considered.

#### **J. COST OF PREPARING AND SUBMITTING PROPOSALS**

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

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 09/20/11

DEPT: Utilities Dept.

MEETING DATE: 09/27/11

ITEM/TOPIC: Approval to advertise request for proposals for professional engineering consulting services for design, environmental and permitting for desalination of Taylor Well No. 7 brackish groundwater.

ACTION REQUESTED OF COUNCIL: Approval/Disapproval to advertise RFP.

BACKGROUND/RATIONALE: In light of the current water situation, the City of Las Vegas has been seeking out alternatives to increase water supply. The technical report on groundwater alternatives done by Daniel B. Stephens & Associates suggests alternatives for additional groundwater resources. Their suggested alternative number 4 would allow for desalination of a constant stream of 250 gpm of water from Taylor Well No. 7. Upon approval, staff will advertise prepared RFP.

STAFF RECOMMENDATION: Allow for approval to advertise RFP.


COMMITTEE RECOMMENDATION: This item will be discussed at a special Utility Advisory Committee Meeting to be held on September 26, 2011. Their recommendation will be provided at the council meeting.

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY MANAGER'S OFFICE NO LATER THAN 10:00 A.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

  
SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

  
ALFONSO E. ORTIZ, JR.  
MAYOR

  
TIMOTHY P. DODGE  
CITY MANAGER

\_\_\_\_\_  
PAMELA MARRUJO  
INTERIM FINANCE DIRECTOR

\_\_\_\_\_  
PURCHASING AGENT  
(FOR BID AWARD ONLY)

\_\_\_\_\_  
DAVE ROMERO  
CITY ATTORNEY

Approved as to Legal Sufficiency Only  
(If Box is Initialed by City Mngr., Review and Sign)

**REQUEST FOR PROPOSALS**

The City of Las Vegas, New Mexico will open Sealed Proposals at 3:00 p.m. on **October XX, 2011** at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

**PROFESSIONAL ENGINEERING CONSULTING SERVICES FOR  
DESALINATION OF TW-7 BRACKISH GROUNDWATER**

Proposal Forms and Specifications may be obtained from the following location: Office of the City Clerk, 1700 North Grand Ave., Las Vegas, NM 87701; (505) 426-3262.

Mailed proposals should be addressed to the Office of the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked “PROFESSIONAL ENGINEERING CONSULTING SERVICES FOR DESALINATION OF TW-7 BRACKISH GROUNDWATER” Opening No. **XX-XX**; on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the Offeror to see that their proposal is delivered to the **City Clerk** by the date and time set for the proposal request. If the mail or delivery of proposal request is delayed beyond the opening date and time, proposal thus delayed will not be considered. Seven copies of this proposal should be provided at this time. Proposals will be reviewed at a later date with possible negotiations to follow.

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

CITY OF LAS VEGAS,

\_\_\_\_\_  
Timothy Dodge, City Manager

\_\_\_\_\_  
Cassandra Fresquez, City Clerk

\_\_\_\_\_  
Pamela Marujo, Interim Finance Director

\_\_\_\_\_  
Lupe Apodaca, Purchasing Agent

Opening No. \_\_\_\_\_

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

Published: Las Vegas OPTIC-10/XX/11; Albuquerque Journal-10/XX, 10/XX, 10/XX, 2011



## STANDARD PROPOSAL CLAUSES

### AWARDED PROPOSAL

Awarding of Proposal shall be made to the responsible Offeror whose Proposal best meets the specifications. The City of Las Vegas (City) reserves the right to reject any or all Proposals submitted.

### TIMETABLE

Proposals pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, on or before: October X, 2011; 3:00 p.m.; at which time all proposals received will be opened. The opening will occur at the City Offices. Awarding of proposal is projected for: October X, 2011. The successful offeror will be notified by mail.

### ENVELOPES

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

### BRIBERY AND KICKBACK

The procurement code of New Mexico; (Section 13-1-28 through 13-1-199 N.M.S.A. 1978), impose a third degree felony penalty for bribery of a public official or public employee. In addition the New Mexico Criminal Statutes (Section 30-4-1 N.M.S.A. 1978), states that it is a third degree felony to commit offense of demanding or receiving a bribe by a public official or public employee. (Section 30-24-2 N.M.S.A. 1978), it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. In addition, (Section 30-41-1 through 30-41-3 N.M.S.A. 1978), states that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

### RESPONSIBILITY OF OFFEROR

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

### NON-COLLUSION

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

CLARIFICATION OF PROPOSAL

Offeror requiring clarification or interpretation of the proposal specifications shall make a written request to the Department involved in this proposal request at least ten (10) days prior to the scheduled proposal opening date; with a copy forwarded to the Finance Department. Any interpretations, correction, or changes (not part of the negotiation stage) of said proposal specifications shall be made by **“ADDENDUM”** only; including any Opening Date or Time Change. Interpretations, corrections, or changes of said proposal made in any other manner (before opening and negotiation stage) will not be binding and offeror shall not rely upon such interpretations, corrections, and changes.

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FEDERAL TAX IDENTIFICATION NUMBER

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

FEDERAL TAX ID NUMBER: \_\_\_\_\_  
SOCIAL SECURITY NUMBER: \_\_\_\_\_

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New Mexico (CRS) Tax Identification Number: \_\_\_\_\_

SPECIAL NOTICE

Proposal will be opened and all submitted copies will be checked for accuracy of Department's specific amount of copies requested. Any factors of the submitted proposals will not be read out loud to anyone in attendance at the proposal opening. All factors of the submitted proposal are not public record to other offerors or interested parties before the negotiation or awarding process has been completed.

The department involved in the proposal request will evaluate all proposals submitted according to the evaluation criteria indicated in the proposal specifications.

NEGOTIATION

Pursuant to the City of Las Vegas Purchasing rules and regulations (section 6.7) discussions or negotiations may be conducted with a responsible offeror who submits an acceptable or potentially acceptable proposal.

CONTRACT

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

TAXES:

Bidder must pay all applicable taxes.

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

The following definitions apply:

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

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

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

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

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

**“Person”** means any corporation, partnership, individual, joint venture, association or any

other private legal entity.

**“Prospective contractor”** means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Name of Applicable Public Official: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_

(The above fields are unlimited in size)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)

--OR--

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (Position)

REQUEST FOR PROPOSALS FOR PROFESSIONAL ENGINEERING  
CONSULTING SERVICES  
FOR DESALINATION OF TW-7 BRACKISH GROUNDWATER  
THE CITY OF LAS VEGAS

The City of Las Vegas, New Mexico is requesting proposals to provide Professional Engineering Consulting Services for Desalination of TW-7 Brackish Groundwater.

**A. SCOPE OF THE PROJECT:**

Daniel B Stephens & Associates, Inc. (DBS) completed a draft report in May 2011 entitled "Technical Report on Groundwater Supply Alternatives, City of Las Vegas Water System Improvements Project". This report includes descriptions of groundwater alternatives studied and is available to Offerors for review and/or copying. Alternative #4, Implement Desalination of TW-7 Brackish Groundwater, describes the project included in this RFP.

Groundwater is needed to meet future demand and to offset shortages in surface water obtained from the Gallinas River. The minimum groundwater supply that is needed by Las Vegas is a combination of population-based increase in demand and drought requirements. In drought years, the City may need to provide up to 1,500 acre-feet of groundwater to meet demands due to deficiencies in surface water supply. By 2050 the City may be dependent upon groundwater to supply at least 963 acre-feet per year on a sustainable basis. Without significant improvement and additions to the groundwater supply infrastructure, serious water shortages could occur.

There were initially six production wells installed in the Taylor Well Field (TWF) including (TW-1 through TW-6), ranging in depth from 744 to 1,536 feet bgs. The well field was used intermittently through 1982. In 2003, TW-4, was redeveloped so that it could augment surface water supplies. It is presently the City's only operational well. TW-4 has exceedingly low efficiency and the casing and screens are 56 years old. Failure of this well could occur at any time. If a severe drought occurred, TW-4 does not have adequate water to augment surface water supplies. Demand projections indicate that if a drought of the magnitude that actually occurred in the 1950s occurred again, that 2.06 million gallons of groundwater per day would be needed. The capacity of TW-4 is 0.5 million gallons per day. At least one additional water supply well is needed to provide a back-up groundwater supply. Complete failure of the TW-4 casing could cause an interruption of service for several months. During a drought, a service interruption of this length will dramatically impact the City's water supply.

In 2007 an exploratory boring was completed, to a depth below the TWF contributing geologic formations, as Well TW-7. Although this well is capable of providing at least 250 GPM (300 Ac-Ft/Yr., it has a high sulfate-dominated TDS concentration and cannot

be used without a high level of water treatment. Non-potable groundwater concentrations above 1000 mg/L are known to exist in the Las Vegas area.

Alternative 4 includes reverse osmosis (RO) technology. Disposal of the waste stream or reject water will be accomplished with evaporation ponds together with periodic hauling of solids. The evaporation ponds and equipping of the well are not included in the scope of this RFP. The RO system would be located adjacent to the TW-7 well and storage tank. A separate building would house the RO system. A primary advantage of this alternative is that TW-7 was completed below the geologic formations affecting other wells in the TWF. Therefore water pumped from TW-7 would not have a short-term impact on well-field storage or yield, and could therefore increase well field production capacity during short-term peaking conditions. Estimated cost for the RO system, building, site work, grading and fencing is \$3,615,243.

The City anticipates that additional funding will be needed to complete the design and permitting for this project. Award of a contract is dependent upon availability of funding. The work may be negotiated in phases as funding becomes available.

### **The Scope of Services:**

The scope of services will be completed in accordance with the requirements as set forth by the New Mexico Environment Department. The City will make available for use all data and analysis completed on previous studies pertaining to this project. In general, services may include but may not be limited to the following:

1. Project Management including but not limited to general project coordination and communications, agency coordination, work-in-progress meetings, status updates, etc.
2. Building foundation investigation and recommendations
3. Surveying and mapping of the site. In addition to topographic mapping for the site, the mapping will include the location of benchmarks in the vicinity, right-of-way boundaries and establishment of a control network.
4. Site and grading design
5. Building design including foundation, structural, HVAC, electrical, architectural and plumbing
6. Design of RO system and associated plumbing
7. Design Report summarizing all investigations, analyses and design in accordance with NMED requirements
8. Construction drawings and specifications. Design reviews will be held at multiple stages during the design process.
9. Engineers Opinion of Probable Construction Cost at each stage of design reviews.
10. Operation and maintenance plan
11. Environmental Documentation & Permitting.
12. If needed, Public Meetings and Presentations including preparation of exhibits, meeting notifications and agenda, minutes, etc.

13. Submittal of Design Report, Construction Drawings and Technical Specifications to the NMED and City for review and make revisions and corrections as necessary to obtain final approval.
14. Provide assistance in securing project funding as needed including research for potential funding sources, preparation of grant/loan applications, presentations and other assistance as needed.
15. Bid Administration
16. Construction administration and full-time construction representation.

## **B. CRITERIA FOR ACCEPTANCE AND EVALUATION OF PROPOSALS**

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

The format for proposals shall be a maximum of twenty (25) pages, including title page, and index to include the front and back cover. Proposals shall be printed on one side only, 8 ½" x 11" paper, and bound on the left margin. A transmittal letter if any if any will be included in the twenty (25) page limit. No other material is to be included.

Submittal of proposals: Seven (7) copies of proposals must be delivered to the City Clerk, City of Las Vegas, 1700 North Grand Avenue, Las Vegas, New Mexico 87701 no later than 3:00 p.m. on, October, 2011. Sealed proposal envelopes shall be clearly marked "PROFESSIONAL ENGINEERING CONSULTING SERVICES FOR DESALINATION OF TW-7 BRACKISH GROUNDWATER" on the outside of the envelope. This information shall be placed on the lower left-hand corner of the envelope. Failure to comply with this requirement shall result in rejection of the Proposals.

Ranking Criteria: The City of Las Vegas will utilize a technical advisory team made up of City personnel to evaluate each proposal submitted. All proposals shall be reviewed for compliance with the mandatory requirements as stipulated in the Request for Proposals. Proposals found not to be in compliance, will be rejected from further consideration. Proposals which are not rejected will then be evaluated based upon the following weighted values.

Proposals should address each of the following criteria. Each proposal may be awarded percentage points up to the amount listed in parentheses.

### **1. Specialized Planning, Design, and Technical Competence with similar dam projects (25%)**

Describe at least three similar projects, completed by the offeror, involving reverse osmosis or similar treatment of water. The City is particularly interested in related experience with reverse osmosis. Describe how each project is similar to this project. Describe the challenges affecting each project and their resolution. Include contact names with titles and telephone numbers for each project.

### **2. Experience with the NMED (10%)**

The Offeror shall describe their experience, if any, or that of proposed project team members in obtaining final approval of design and/or permitting documents from the NMED. Provide a description of any unique approaches that were successful.

### **3. Experience in Securing Funding for Similar Projects (5%)**

The Offeror shall describe their experience, if any, or that of a proposed project team member in obtaining funding for similar projects. Describe any applicable experience, including the role of the Offeror, with securing funding for similar projects in New Mexico. Provide a description of any unique approaches that were successful.

### **4. Capacity and Capability (15%)**

The Offeror shall provide a project organization chart showing key project team members, including proposed sub-consultants, and indicate the estimated percentage of time that each team member is expected to be assigned to the project over the duration of the design and permitting phase. Provide resumes of key project personnel that include a description of related project experience. The Offeror shall describe their capacity to complete the project within the Offeror's proposed project schedule.

### **5. Past record of Performance (15%)**

For at least three of the projects described in #1, provide the following information:

- 1) Summary of the project design and permitting fees including the original negotiated contract fee and subsequent amendments with a brief description of the scope of work relating to the original contract and each subsequent amendment. Include explanations, as needed, of any factors contributing to increases in cost.
- 2) The approximate start and completion dates for each phase of the projects from the effective date of the engineering agreement through completion of construction. Indicate whether original design/permitting and construction contract deadlines were met, and if not, describe the amount of extension time required and any justification for the extension of time.
- 3) The engineer's final estimate for construction, actual bids and the final contract amount. List and describe all change orders greater than \$5,000 in amount.

## **6. Familiarity with the City of Las Vegas and Understanding of the Project (10%)**

The Offeror shall describe their familiarity with the City of Las Vegas and the proposed project including the purpose and need for the project, the anticipated challenges and the City's goals and objectives.

## **7. Approach to the Project (15%)**

The Offeror shall provide a description of their proposed approach to the project including a proposed project schedule, technical approach, communications plan for the City and applicable agencies, work-in-progress meetings, etc.

## **8. Current Volume of Work with the City that is not 75% Complete. (5%)**

The Offeror will provide a list of all work in progress with the City including dollar amount of the contract, balance of the contract amount and percentage completed.

## **C. CONTRACTUAL TERMS**

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

### **1. Funding**

This solicitation is subject to the availability of funds to accomplish the work.

### **2. Term**

The term of this agreement shall be for a period of four (4) years

### **3. Termination**

Either party may terminate this contract by giving written notice to the other party thirty (30) days in advance. However, if the Offeror is adjudged as bankrupt or insolvent, or defaults in any way, the City may, without prejudice to any other right or remedy, and after giving the Offeror a minimum of ten (10) days from the delivery of a written notice, terminate the services of the Offeror.

### **4. Timelines**

All work shall be performed in a timely manner, as requested. Compensation for services not completed within agreed upon

Time-lines will not be paid.

5. Communication with the City of Las Vegas

The consultant shall be required to periodically update the City of Las Vegas of the status of the project.

6. Work Stoppage

The City of Las Vegas retains a unilateral right to order, in writing, Temporary stoppage of the work or delay of the performance of the Work, with ten (10) days notice to Offeror.

7. Assignability

The Consultant shall not assign, sublet or transfer their interests in this Contract without the written agreement of the City. If such an assignment is allowed, the Consultant shall be ultimately responsible to ensure that the work is performed satisfactorily.

8. Business License

Prior to commencement of work, Offeror must secure a business license from the City of Las Vegas, and submit proof thereof.

9. Gross Receipts Tax

Unless otherwise agreed, Offeror is responsible for payment of gross receipts tax.

10. Scope of Contract

This Contract incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter of this Contract, and all such agreements, covenants, or understandings, oral or written, of the parties or their agents shall not be valid or enforceable, unless embodied into this Contract.

11. Amendment

This contract will not be altered, changed, or amended except by a written document signed by the parties to this Contract.

12. Registration

All work shall be under the direction of a Professional Engineer registered

in the State of New Mexico.

13. Professional Standards

The Consultant agrees to abide by and perform its duties in accordance with the ethics of its profession on all federal, state laws and municipal ordinances & regulations regulating the practice of engineering.

14. Authority to Bind the City

The Consultant shall not have the authority to enter into any contracts binding upon the City or to create any obligations on the part of the City, except such as shall be specifically authorized by the City's representative, acting pursuant to authority granted by the City.

15. Notices

Any notice required to be given under this Contract shall be deemed sufficient if given in writing by mail or hand-delivery to the City Clerk's Office or by mail or hand delivery to the Consultant's Office.

16. Subject to other Documents

This contract is subject to the terms and conditions of the statutes of the State of New Mexico and Ordinances of the City of Las Vegas, New Mexico as they exist at the time that this Contract is signed or as they are hereafter amended. All such statutes and ordinances are incorporated by reference into this agreement.

17. Insurance

The Consultant must at all times hold errors and omissions liability insurance of at least \$1,000,000.00 and list the City of Las Vegas as an additional insured. Proof of compliance with this insurance requirement is to be provided to City upon execution of this contract.

18. Conflict of Interest

The Consultant warrants that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services under this Contract.

19. Method of Payment

The Consultant shall submit itemized monthly statements of work

performed on behalf of each City department as outlined herein. The City will then make payment by the 15<sup>th</sup> of the following month.

20. Binding Effect

This Contract shall be binding upon and shall ensure to the benefit of the successors and assigns of the City and the Offeror.

21. Indemnification

The Consultant will indemnify, keep and save harmless the City, its agents, officials, and employees, against all suits or claims that may be based on injury to persons or property that is a result of an error, omission, or negligent act of the Consultant or any person employed by or acting on behalf of the Consultant.

**D. DATE OF RECEIPT OF PROPOSALS**

Proposals pursuant to this Request for Proposals must be received at the location and on or before the date given in the advertisement.

**E. FORMAT FOR CONSULTANT SERVICES PROPOSALS**

1. Maximum of twenty five (25) pages, including title, index and transmittal letter but not including the front and back cover.
2. Bound on left hand margin.
3. 8 ½" x 11" paper.
4. Printed on one side of sheets only.
5. Seven (7) copies of proposal must be submitted.
6. Transmittal letter, if any, to be included in the twenty five (25) page limit.
7. No other material to be included.

## **F. ENVELOPES**

Sealed proposal envelopes shall be clearly marked "PROPOSAL FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES FOR DESALINATION OF TW-7 BRACKISH GROUNDWATER on the outside of the envelope. This information shall be placed on the lower left-hand corner of the envelope. Failure to comply with this requirement shall result in rejection of the proposal.

## **G. AWARD OF CONTRACT**

The award shall be made to the responsible offeror whose proposal is most advantageous to the City of Las Vegas, taking into consideration the evaluation factors set forth in this request for proposals. The proposal will be ranked by a committee of five (5). It is anticipated that ranking will be completed by, XXXXXX 20\_\_ . After initial ranking of the proposals, at the City's sole option, the City may decide to interview the top two or three ranked offers to develop final rankings or may consider the rankings based on the proposals as being final. The City will undertake negotiations with the top ranked offeror and will not negotiate with lower ranked offerors unless negotiations with higher ranked offerors have been unsuccessful and have been terminated.

## **H. BRIBERY AND KICKBACKS**

**New Mexico procurement law requires the parties to the contract be made aware that pursuant to NMSA 1978, Section 30-24-1, it is a third degree felony to commit the offense of bribery of a public officer or public employee; pursuant to NMSA 1978,k Section 30-24-2, it is a third degree felony to commit the offense of demanding or receiving a bribe by any public employee; pursuant to NMSA 1978, Section 30-41-1, it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks; and, pursuant to NMSA 1978, Section 30-41-2, it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.**

## **I. RESPONSIBILITY OF OFFEROR**

At all times, it shall be the responsibility of the Offeror to ensure that their proposal is delivered to the City by the date and time set for the opening of proposals. If mail or delivery of said proposal is delayed beyond the deadline set for the proposal opening, proposals thus delayed will not be considered.

## **J. COST OF PREPARING AND SUBMITTING PROPOSALS**

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

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 09/20/11

DEPT: Utilities Dept.

MEETING DATE: 09/27/11

ITEM/TOPIC: Resolution No. 11-62 approving the purchase of water rights from Bill and Betty Noble.

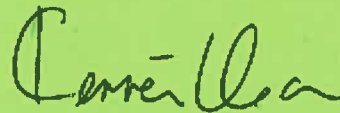
ACTION REQUESTED OF COUNCIL: Approval/Disapproval of Resolution No. 11-62.

BACKGROUND/RATIONALE: The City entered into a water rights purchase agreement with Bill and Betty Noble on October 13, 2010 that outlines the purchase of 4.41 acre feet of water for payment of \$17,640.00. The agreement was approved at the October 13, 2010 City council meeting. All paperwork has been approved by the Office of the State Engineer. This resolution will allow the City to complete the purchase.

STAFF RECOMMENDATION: Approval of Resolution No. 11-62.

COMMITTEE RECOMMENDATION: The purchase agreement was discussed and approved at the October 12, 2010 Utility Advisory Committee meeting. This resolution will be discussed at a special Utility Advisory Committee Meeting to be held on September 26, 2011. Their recommendation will be provided at the council meeting.

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY MANAGER'S OFFICE NO LATER THAN 10:00 A.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.



\_\_\_\_\_  
SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:



\_\_\_\_\_  
ALFONSO E. ORTIZ, JR.  
MAYOR

\_\_\_\_\_  
PAMELA MARRUJO  
INTERIM FINANCE DIRECTOR

  
\_\_\_\_\_  
TIMOTHY P. DODGE  
CITY MANAGER

\_\_\_\_\_  
PURCHASING AGENT  
(FOR BID AWARD ONLY)

\_\_\_\_\_  
DAVE ROMERO  
CITY ATTORNEY

Approved as to Legal Sufficiency Only  
(If Box is Initialed by City Mngr., Review and Sign)

CITY OF LAS VEGAS  
RESOLUTION NO. 11-62

**WHEREAS**, the City of Las Vegas entered into a water rights purchase agreement with Bill and Betty Noble on October 13, 2010; and

**WHEREAS**, the water rights purchase agreement was approved by the governing body at the October 13, 2010 City council meeting; and

**WHEREAS**, the Purchase Agreement outlines the purchase of 4.41 acre feet of water for payment of \$17,640.00 which is \$4,000 per acre foot; and

**WHEREAS**, all transfer paperwork has been approved by the Office of the State Engineer; and

**WHEREAS**, available funding for this purchase has been identified;

**NOW, THEREFORE BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF LAS VEGAS, NEW MEXICO that** the governing body authorizes and supports the purchase of 4.41 acre feet of water from Bill and Betty Noble in the amount of \$17,640.00.

**PASSED, ADOPTED, AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Alfonso E. Ortiz, Jr., Mayor

**ATTEST:**

\_\_\_\_\_  
Casandra Fresquez, City Clerk

## WATER RIGHTS PURCHASE AGREEMENT

This Water Rights Purchase Agreement ("Agreement") is made this 13<sup>th</sup> day of October, 2009 between the City of Las Vegas, New Mexico, a municipal corporation ("Buyer") and Bill E. Noble and Betty J. Noble, husband and wife ("Seller"), who agree as follows:

1. Recitals. This Agreement is executed in contemplation of the following facts and circumstances:
  - 1.1. Seller owns surface water rights reflected in the records of the New Mexico Office of the State Engineer Office ("OSE") as described in Exhibit A to this Agreement ("Water Rights").
  - 1.2. Seller desires to sell the Water Rights to Buyer and Buyer desires to purchase the Water Rights for municipal and related uses under the terms and conditions set forth below.

**NOW, THEREFORE**, in consideration of the mutual agreements contained herein, and other good and valuable consideration, it is agreed as follows:

2. Agreement to Sell and Purchase.

- 2.1. Seller agrees to sell and convey to Buyer and Buyer agrees to purchase and acquire from Seller all of Seller's right, title and interest in and to the Water Rights, subject to the terms and conditions of this Agreement.

3. Consideration and Payment Terms. At Closing, Buyer shall pay Seller Four Thousand Dollars (\$4,000.00) in cash times the number of acre feet of consumptive use water rights approved for transfer by the OSE for municipal purposes at the Buyer's place of use and point of diversion. For the purposes of this Agreement "cash" shall mean cashier's check or certified check, payable to Seller, or a wire transfer to Seller's bank account.

4. Representation and Warranties of Seller. Seller represents as of the date hereof and at the time of Closing that:

- 4.1. Authority. Seller has the full right, power, legal capacity and authority to enter into and perform its obligations under this Agreement; no other approval or consent is necessary in connection with the above-described rights, powers and capacities.

- 4.2. Effect of Agreement. The terms and conditions of this Agreement are valid, binding, and enforceable against Seller, subject only to applicable bankruptcy, moratorium and other laws generally affecting the rights and remedies of creditors.
- 4.3. Free and Clear Title. As of Closing Seller will have good and merchantable fee simple title to the Water Rights. Neither the Water Rights nor the real estate to which the Water Rights are appurtenant are subject to any liens, security interests, mortgages, pledges, encumbrances, ditch fees, taxes, assessments and charges, prior conveyances, or claims of any nature.
- 4.4. Known Claims of Forfeiture or Abandonment. The Water Rights have not been forfeited or abandoned.
- 4.5. Known Claims of Defects in Water Rights. Neither the OSE nor any other person or entity has asserted the existence of any defect in nor limitation on the existence, validity, use, merchantability or transferability to different ownership, place or purpose of use or point of diversion of the Water Rights and Seller has no information that any such defects or limitations exist.
- 4.6. Compliance with Conditions Precedent. Seller will comply with all conditions precedent (as provided below) prior to or at the time of Closing.
- 4.7. No Further Sales or Assignments. Upon and after execution of this Agreement, Seller shall not sell, offer to sell, pledge, encumber, alter, assign, convey, or otherwise adversely affect in any way the Water Right.
- 4.8. Seller's Cooperation. Seller shall cooperate with Buyer before, during and after Closing to effectuate the transactions contemplated in this Agreement, including, without limitation, the execution of any documents or the taking of any action (or forbearing from acting) necessary or desirable to achieve the intended results herein.
5. Representations and Warranties of Buyer. Buyer represents and warrants as of the date hereof and at the time of closing that:
- 5.1. Authority. Buyer has the full right, power, legal capacity, and authority to enter into, and perform its obligations under this Agreement; no other approval or consent is necessary in connection with the above-described rights, powers and capacities. The execution and delivery of this Agreement by Buyer has been duly authorized by all necessary municipal action.

- 5.2. Effect of Agreement. The terms and conditions of this Agreement are valid, binding, and enforceable against Buyer in accordance with their terms, subject only to applicable bankruptcy, moratorium and other laws generally affecting the rights and remedies of creditors.
- 5.3. Buyer's Cooperation. Buyer shall cooperate with Seller before, during and after Closing to effectuate the transactions contemplated in this Agreement, including, without limitation, the execution of any documents or the taking of any action (or forbearing from acting) necessary or desirable to achieve the intended results herein.
6. Conditions Precedent to Buyer's performance. The obligations of Buyer to close the sale transaction under this Agreement are subject to the satisfaction, at or before Closing, of all of the following conditions.
- 6.1. Record Review. Within 15 days from the date of this Agreement, Seller shall provide to Buyer copies of all records in Seller's possession relating to the Water Rights including offers of judgment and subfile orders concerning the Water Rights. In addition, Seller shall provide such further proof of the validity, quantity and priority of the Water Right that Seller may reasonably request.
- 6.2. Survey and Proof of Title. Within 15 days from the date of this Agreement, Seller shall provide to Buyer a reasonably current survey by a New Mexico licensed surveyor of the land to which the Water Rights are appurtenant and shall order, using the description in that survey, an up-to-date abstract of title or title report covering such land, prepared by a qualified title abstractor. If Seller provides a title report, Buyer shall have the right to require Seller to provide an abstract of title, if Buyer determines that the provision of an abstract of title is necessary to evaluate the merchantability of the title to the Water Right.
- 6.3. Buyer's Investigation and Objections. Upon receipt of all the documents described in subparagraphs 6.1 and 6.2 above, Buyer may conduct an investigation of the validity, quantity, priority, transferability and merchantability of the Water Rights, at its own expense, and shall notify Seller in writing of any objections to the Water Right within thirty (30) days from the date of receipt of the documents. Seller may, but is not required to, cure such objections within thirty (30) days from the date it is notified in writing of Buyer's objections. If Seller does not cure the objections to Buyer's reasonable satisfaction, Buyer shall have the right to terminate this Agreement by notifying Seller in writing within five (5) days of the expiration of such 30-day cure period. Upon such termination the parties shall have no further rights or obligations under this Agreement.

6.4. Water Rights Transfer Application. Subject to Buyer's right of termination provided in paragraph 6.3 above, Buyer shall file with the OSE within 45 days from the later of (1) the date of receipt of all the documents described in subparagraphs 6.1 and 6.2 above, (2) Seller's cure of objections as provided in paragraph 6.3 or (3) expiration of the period provided for Buyer to terminate this Agreement if Seller fails to cure objections as provided in paragraph 6.3, and Buyer shall thereafter diligently prosecute, an application for permit to change point of diversion and place and purpose of use of the Water Right. Buyer and Seller acknowledge and agree that the amount of the Water Right to be sold under this Agreement will be determined by the OSE in the administrative process of transferring the Water Right from the Seller's point of diversion and place and purpose of use to Buyer's point of diversion and place and purpose of use.

6.5. Action of the State Engineer or District Court.

6.5.1. If, at any stage of the proceedings on the transfer application before the State Engineer or the district court, a permit is issued which is not acceptable to Buyer, then Buyer shall have the right to (i) withdraw the application, or (ii) request a hearing, if none has been held, or (iii) appeal to the district court or to the appellate courts. Upon withdrawal of the application the parties shall be under no obligations by reason of this Agreement which shall thereupon terminate;

6.5.2. If the transfer application is protested, the Buyer shall have the right at any stage of proceedings before the State Engineer or the district court or the appellate courts to withdraw the application if the Buyer determines that it is not economically beneficial for Buyer to continue prosecuting the application. Upon withdrawal of the application the parties shall be under no obligations by reason of this Agreement which shall thereupon terminate;

6.5.3. If, at any stage of the proceedings on the transfer application before the State Engineer or the courts, a permit is issued which is acceptable to Buyer and the permit becomes final, then there will be closing scheduled within 30 days from the date the permit becomes final.

6.6. Transfer Application Obligation and Costs. The Buyer shall be responsible for all costs in preparing, filing and prosecuting the Water Right transfer application. Seller agrees to cooperate and provide necessary information and assistance (including provision of testimony in proceedings before the State Engineer or the district court) upon request by the Buyer.

6.7. Seller's Costs. Seller shall be responsible for the payment of Seller's expenses for brokers' fees, commissions, title reports, abstracts of title and Seller's attorneys, hydrologists, geologists, surveyors, engineers and other consultants utilized by Seller in selling the Water Right to the Buyer and in satisfying Seller's obligations under this Agreement.

7. Closing.

7.1. Time and Place. The closing of the transaction agreed to herein ("Closing") shall take place at such place and time as the parties shall agree in writing consistent with the requirements for closing in subparagraph 6.5.3 of this Agreement.

7.2. Seller's Obligation at Closing. At Closing, Seller shall deliver the following documents:

7.2.1. Deed to Water Right. A Special Warranty Deed or Quitclaim Deed, in a form approved by Buyer, conveying to Buyer good and merchantable title to the Water Right.

7.2.2. Additional Documents. The originals of all documents provided by Seller to Buyer pursuant to subparagraphs 6.1 and 6.2, above.

7.3. Buyer's obligation at Closing. At Closing, Buyer shall pay Seller the purchase price in cash. The Buyer shall prepare a Change of Ownership of the Water Right to Buyer on a form approved by the OSE and shall file the Change of Ownership of the Water Right with the OSE and record it in the appropriate records of San Miguel County.

8. Obligations after Closing. After Closing, the parties shall cooperate in filing and recording all documents necessary to carry out this Agreement, signing any additional documents required for such purpose, or complying with conditions of approval set forth in the final Water Right transfer permit.

9. Termination.

9.1. Termination by Buyer. As provided in subparagraphs 6.3, 6.5.1 and 6.5.2 of this Agreement, Buyer has the right to terminate this Agreement upon the occurrence of specified events. In addition, if the Water Right transfer application is denied in full by the State Engineer or district court, then the Buyer may terminate this Agreement.

- 9.2. Termination by Seller. Seller may terminate this Agreement if Buyer does not timely file and thereafter prosecute the application for transfer of Water Right as provided in subparagraph 6.4 of this Agreement.
- 9.3. Effect of Termination. Upon termination, the parties will withdraw any application under this Agreement then pending before the State Engineer or courts, and the parties shall be under no further obligations by reason of this Agreement.
10. Miscellaneous.
- 10.1. Effects of Headings. The subject headings of the paragraphs and subparagraphs of this Agreement are included for convenience only and shall not affect the construction or interpretation of any of its provisions.
- 10.2. Survival of Representations and Warranties. Unless expressly limited, the parties' representations and warranties hereunder shall survive the Closing.
- 10.3. Entire Agreement, Modification and Waiver. This Agreement constitutes the final and complete agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by the parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any provision, whether or not similar.
- 10.4. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 10.5. Assignment. This Agreement shall be binding on, and shall inure to the parties and their heirs, representatives, successors, and assigns, but may not be assigned by Buyer without the consent of Seller in writing, which consent Seller shall not unreasonably withhold.
- 10.6. Recovery of Litigation Costs. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in good faith in that action or proceeding, in addition to any other relief to which it may be entitled. The term "prevailing party" shall include any party who engages counsel and subsequently obtains substantially

the results sought as a plaintiff, defendant, petitioner or respondent, whether by compromise, settlement or judgment.

10.7. Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party or by confirmed facsimile, or on the second day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified postage prepaid, and properly addressed as follows:

To Seller: Bill and Betty Noble  
HC 80 Box 412  
Las Vegas, NM 87701  
Telephone: 505-425-7233

To Buyer: City of Las Vegas  
Attn. Kenneth Garcia, Utilities Director  
905 12<sup>th</sup> Street  
Las Vegas, New Mexico 87551  
Telephone No.: 505-454-0265  
Facsimile No.: 505-454-1632

Any party may change its address or name of contact for the purpose of this paragraph by giving the other party written notice of the change in the manner set forth above. Neither party shall record this Agreement.

10.8. Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of New Mexico.

10.9. Severability. If any provision of this Agreement is held invalid as against public policy by any court of final jurisdiction, it is the intent of the parties that all other provisions of this Agreement be construed to remain fully valid, enforceable and binding on the parties.

10.10. Time of Essence. Time is of the essence in this Agreement.

10.11. No Recordation. Neither party shall record this Agreement without the written consent of the other party; either party may record a memorandum of this Agreement which does not reflect the price to be paid by Buyer.

*(Signature page to follow)*

SELLER

William Nathaniel Burt Noble

BUYER:

CITY OF LAS VEGAS, NEW MEXICO, a municipal corporation

By: Alfonso E. Latorre

**EXHIBIT A**

<b>Purpose:</b>	Irrigation
<b>Source of water:</b>	Gallinas River
<b>Acequia:</b>	Vigil Ditch (GR-19)
<b>Priority date:</b>	1848
<b>OSE File No.</b>	SD-02988-2
<b>Subfile</b>	GR-19.02
<b>Place of use:</b>	Tract 19.2, 1990 Hydrographic Survey Map sheet 8
<b>Status:</b>	Adjudicated – Consent Orders endorsed in District Court 9/27/1993
<b>Acreage:</b>	5.0 acres
<b>Diversion amount:</b>	2 acre-feet/acre or 10.0 acre feet

John R. D Antonio, Jr., P.E.  
State Engineer



Santa Fe Office  
PO BOX 25102  
SANTA FE, NM 87504-5102

Trn Nbr:  
File Nbr:

48298  
SP 02662

**STATE OF NEW MEXICO**  
**OFFICE OF THE STATE ENGINEER**

Aug. 03, 2011

KEN GARCIA  
CITY OF LAS VEGAS  
905 TWELFTH STREET  
LAS VEGAS, NM 87701

Greetings:

Enclosed is your copy of the above numbered permit that has been approved subject to the conditions set forth on the approval page. Please review the conditions for any required submittals. If submittals are not made by the date(s) indicated in the conditions, your rights under this permit are subject to expiration unless a request for an Extension of Time is received in this office by that date and subsequently approved.

NOTE: Proof of Beneficial Use, if required, may need signature by an engineer or surveyor registered in the State of New Mexico for whom it is your responsibility to designate and pay. When ready for inspection, please contact this office for further instructions.

Appropriate forms can be downloaded from the OSE website [www.ose.state.nm.us](http://www.ose.state.nm.us) or will be mailed upon request.

Sincerely,

A handwritten signature in black ink that reads "Luis P. Aguirre".

Luis P. Aguirre  
Water Rights Division  
(505) 827-6120

Enclosure

nonapprove

HC  
6-33 985  
200.00

File Number: **SD-02988-02, Subfile No.**  
(For OSE Use Only)

**NEW MEXICO OFFICE OF THE STATE ENGINEER GR-19.02 into SP-02662**  
**APPLICATION FOR PERMIT TO CHANGE POINT OF DIVERSION**  
**AND PLACE AND/OR PURPOSE OF USE OF SURFACE WATERS**

**1. APPLICANT**

Name: Bill & Betty Noble and the City of Las Vegas Work Phone: (505) 426-3310  
Contact: Kenneth Garcia, Utilities Director Home Phone: \_\_\_\_\_  
Address: 905 12th. Street  
City: Las Vegas State: NM Zip: 87701

**2. CHANGE FROM**

**A. POINT OF DIVERSION (a, b, c, or d required, e or f if known)**

- a.      1/4      1/4      1/4 Section:      Township:      Range:      N.M.P.M.  
in San Miguel County.
- b. X = 262,406 feet, Y = 1,693,436 feet, N.M. Coordinate System  
East 221,220 Zone in the Las Vegas Grant.  
U.S.G.S. Quad Map Montezuma
- c. Latitude:      d      m      s Longitude:      d      m      s
- d. East      (m), North      (m), UTM Zone 13, NAD 83 (27 or 83)
- e. Tract No.     , Map No.      of the      Hydrographic Survey
- f. Lot No.     , Block No.      of Unit/Tract      of the  
     Subdivision recorded in      County.
- g. Other: \_\_\_\_\_
- h. Give State Engineer File Number of existing diversion: SD-02988
- i. On land owned by (required): Bill & Betty Noble
- j. Source of water supply:
  - a. Name of ditch, acequia, or spring: Agapito Vigil Ditch
  - b. Stream or water course: Rio Gallinas
  - c. Tributary of: Pecos River

2011 JUN - 1 AM 11:25  
OFFICE OF STATE ENGINEER  
SANTA FE, NEW MEXICO

Do Not Write Below This Line

File Number: **SD-02988-02, Subfile No. GR-19.02** Trn Number: 482798  
Form: wr-18 page 1 of 5  
**into SP-02662.**

**NEW MEXICO OFFICE OF THE STATE ENGINEER  
APPLICATION FOR PERMIT TO CHANGE POINT OF DIVERSION  
AND PLACE AND/OR PURPOSE OF USE OF SURFACE WATERS**

B. PLACE OF USE

5.0 acres of land described as follows:

Subdivision of Section (District or Hydrographic Survey)	Section (Map No.)	Township (Tract No.)	Range	Acres
<u>Pecos River Stream System</u>	<u>8</u>	<u>19.02</u>	<u>      </u>	<u>5.0</u>
<u>Gallinas River Section</u>	<u>See attached filing map.</u>	<u>      </u>	<u>      </u>	<u>      </u>
<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>

Who is the owner of the land? Bill & Betty Noble

If there are other sources of water for these lands, describe by file number:  
        
      

C. PURPOSE OF USE

Domestic:     Livestock:     Irrigation: X Municipal:     Industrial:      
Commercial:     Other (specify):         
Specific use:       

D. QUANTITY

Diversion Amount: 10.0 acre-feet per annum  
Consumptive Use:        acre-feet per annum

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File Number: into SP-02662  
(For OSE Use Only)

**NEW MEXICO OFFICE OF THE STATE ENGINEER  
APPLICATION FOR PERMIT TO CHANGE POINT OF DIVERSION  
AND PLACE AND/OR PURPOSE OF USE OF SURFACE WATERS**

**4. CHANGE TO**

## A. POINT OF DIVERSION (A and/or B or E Required)

- a.    1/4    1/4    1/4 Section:    Township:    Range:    N.M.P.M.  
in    County.
- b. X = 208,045 feet, Y = 1,692,280 feet, N.M. Coordinate System  
East Zone in the Las Vegas Grant.  
U.S.G.S. Quad Map Montezuma
- c. Latitude:    d    m    s Longitude:    d    m    s
- d. East 471,343 (m), North 3,944,872 (m), UTM Zone 13, NAD 83 (27 or 83)
- e. Tract No.   , Map No.    of the    Hydrographic Survey
- f. Lot No.   , Block No.    of Unit/Tract    of the  
   Subdivision recorded in    County.
- g. Other:
- h. Give State Engineer File Number of existing diversion: SP-02662
- i. On land owned by (required): City of Las Vegas
- j. Source of water supply:  
a. Name of ditch, acequia, or spring: City of Las Vegas Diversion from Gallinas River  
b. Stream or water course: Rio Gallinas  
c. Tributary of: Pecos River

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File Number: SD-02988-02, Subfile No. GR-19.02 Trn Number: 482798  
Form: wr-18 page 3 of 5  
into SP-02662



File Number: into SP-02662  
(For OSE Use Only)

**NEW MEXICO OFFICE OF THE STATE ENGINEER  
APPLICATION FOR PERMIT TO CHANGE POINT OF DIVERSION  
AND PLACE AND/OR PURPOSE OF USE OF SURFACE WATERS**

**5. ADDITIONAL STATEMENTS OR EXPLANATIONS:**

The City proposes to divert and consumptively use 5.0 ac-ft per annum under this permit and any additional diversion amount approved by the OSE pursuant to a Return Flow Credit permit.

The moved-to point of diversion is the City's surface water diversion on the Rio Gallinas located about 2 miles above Montezuma, NM. The water will be stored in Peterson and Bradner Reservoirs or at other locations as approved by the OSE.

The move from lands are located on the north side of Hot Springs Blvd. (S.R. 65) below Bradner Reservoir and the City's Water Treatment Plant.

The applicants have obtained an affidavit from the Commissioners of the Agapito Vigil Ditch approving the transfer.

**ACKNOWLEDGEMENT**

(I, We) Bill & Betty Noble and Kenneth Garcia (City of Las Vegas Utilities Dept. Dir.) affirm that the  
(Please Print)

foregoing statements are true to the best of (my, our) knowledge and belief.

*Kenneth Garcia*  
Applicant Signature

*Bill Noble*  
Applicant Signature Bill Noble

*Betty Noble*  
Applicant Signature: Betty Noble

**ACTION OF STATE ENGINEER**

This application is approved ~~denied/partially approved~~ provided it is not exercised to the detriment of any others having existing rights, and is not contrary to the conservation of water in New Mexico nor detrimental to the public welfare; and further subject to the following conditions: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
**see attached Conditions of Approval.**  
\_\_\_\_\_  
\_\_\_\_\_

Witness my hand and seal this 3rd day of August, 20 11

**John R. D'Antonio, Jr., P.E.**, State Engineer

By: *Luis P. Aguirre*  
**Luis P. Aguirre**  
**Water Rights Specialist**

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## CONDITIONS OF APPROVAL

The approval of this application will increase the City of Las Vegas surface diversions by 4.41 acre-feet subject to the following conditions:

1. Permit No. SD-02988-02, Subfile No. GR-19.02 into SP-02662.

Priority            December 31, 1848

### Point of Diversion

Move-From:

Agapito Vigil Ditch POD located at X=221,230 Y=1,693,370 NM Coordinate System, East Zone, NAD 1927

Move-To:

City of Las Vegas POD located at X=208,045 Y=1,692,280 NM Coordinate System, East Zone, NAD 1927

### Amount of Water

Not to exceed 4.41 acre-feet per annum, consumptive use.

### Place of Use

Move From:

5.00-acres of land irrigated by the Agapito Vigil Ditch and also listed as tract GR-19.02 on Map Sheet 8 of the 1990 Pecos River Stream System Hydrographic Survey, Gallinas Section.

Move To:

The City of Las Vegas Municipal Water System Service Area, within the Las Vegas Grant, San Miguel County.

### Purpose of Use:

From: Irrigation Use

To:     Municipal Use

2. The water diverted under this permit at the Las Vegas diversion point above Montezuma, New Mexico and stored in Bradner and Petersen Reservoirs and other locations as approved by the Office of the State Engineer shall not exceed 4.41 acre-feet per annum and may be increased only through an approved Return Flow Credit Plan.
3. The records of the total amount of water diverted from the Gallinas River shall be submitted to the Office of the State Engineer Water Rights Division, P.O. Box

25102, Santa Fe, New Mexico 87504-5102, on or before the 10<sup>th</sup> day of each month for the preceding calendar month.

4. Permit No. SD-02988-02, Subfile No. GR-19.02 into SP-02662 shall not be exercised to the detriment of others having valid existing water rights or in a manner that is contrary to the conservation of water within the state or detrimental to the public welfare of the state.
5. Water rights appurtenant to the 5.00 acres of land at the move-from location is severed thereafter and shall not be irrigated with water from any source.
6. Plat of the 5.00-acres of move-from land shall be submitted to this office within 90 days of the approval of this application.
7. Proof of beneficial use shall be due on August 31, 2015.
8. The permittee shall utilize the highest and best technology available to ensure conservation of water to the maximum extent practical.
9. In the event of a Priority Administration on the Gallinas River, the OSE and the Gallinas River Watermaster will give preferential consideration to the permittee's exercise of this water right in light of the fact that the water right has already been reduced in the approval of this application to reflect the historical supply of the water right premised upon its relative priority. Priority Administration of diversions under this permit shall not preclude permittee from diverting the full amount of the permit during portions of the calendar year in which Priority Administration is not in place.

Witness my hand and seal this 3<sup>rd</sup> day of August, 2011

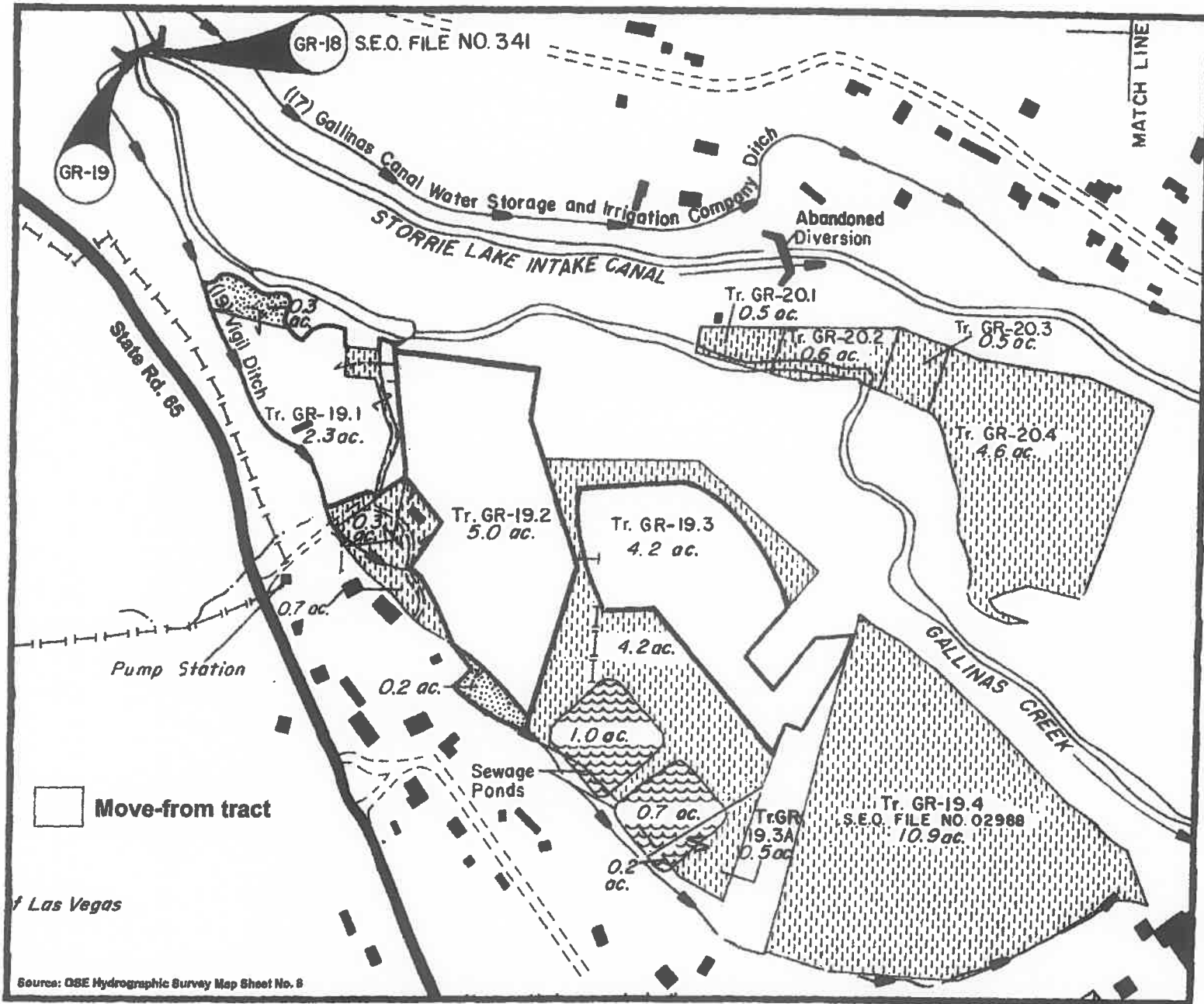
**John R. D'Antonio, Jr., P.E., State Engineer**

By



Luis P. Aguirre

Water Rights Specialist



**Proposed move-from tract GR-19.02**  
**City of Las Vegas Application to Change Point of Diversion and Place and Purpose of Use**

COPY

BEFORE THE NEW MEXICO STATE ENGINEER

IN THE MATTER OF THE PROPOSED  
APPLICATION BY THE CITY OF LAS  
VEGAS TO CHANGE POINT OF DIVERSION,  
PLACE AND PURPOSE OF USE OF SURFACE  
WATER

)  
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)  
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)

OSE File No. SD-02988  
Sub-file(s) GR-19.02  
into SP-2662

AFFIDAVIT OF THE COMMISSIONERS FOR THE  
AGAPITO VIGIL COMMUNITY DITCH/ACEQUIA


COUNTY OF SAN MIGUEL )  
STATE OF NEW MEXICO )

ss.

We, the undersigned commissioners of the Agapito Vigil Ditch hereby state the following:

1. I/We are the duly elected Commissioner(s) of the Agapito Vigil Ditch.
2. The City of Las Vegas has requested in writing that the Commissioners make a determination as to whether the proposed captioned application by the City complies with any applicable requirements adopted by the Agapito Vigil Ditch.
3. The Agapito Vigil Ditch has adopted applicable requirements for an application to change point of diversion and place and purpose of use of surface water, and the City of Las Vegas has complied with these requirements.

By:

  
RONALD MONTEVERDE

By:


Anita Vernon

By:

SUBSCRIBED AND SWORN to before me this 30<sup>th</sup> day of April, 2011 by

ANITA VERNON & RONALD MONTEVERDE

Witness my hand and official seal.

  
Notary Public

My commission expires: May 17<sup>th</sup>, 2011