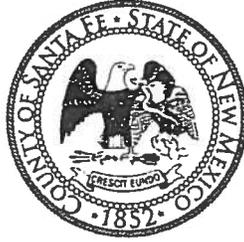


Daniel "Danny" Mayfield
Commissioner, District 1

Miguel M. Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

CASE NO. V 12-5430
VARIANCE
SUSAN SUTTON, APPLICANT

ORDER

THIS MATTER came before the Board of County Commissioners (hereinafter referred to as "the BCC") for hearing on April 9, 2013, on the Application of Susan Sutton (hereinafter referred to as "the Applicant") for a variance of Article III, Section 10 (Lot Size Requirements) of the Land Development Code to allow two dwelling units on 2.492 acres. The BCC, having reviewed the Application and supplemental materials, staff reports and having conducted a public hearing on the request, finds that the Application is well-taken and should be granted, and makes the following findings of fact and conclusions of law:

1. The Applicant requests a variance of Article III, Section 10 (Lot Size Requirements) of the Land Development Code to allow two dwelling units on 2.492 acres.
2. The property is located at 8 Ute Lane, within Section 20, Township 16 North, Range 10 East ("Property").
3. Article III, Section 10 provides that minimum lot size in this area is 5 acres per dwelling unit with Community Water.
4. There are currently two dwelling units on the property, one of which is Legal Non-Conforming and the second is unpermitted.

5. The subject lot was created on January 22, 1974, and is recognized as a legal lot of record.
6. The residences receive water service from a community water system.
7. The Applicant stated that during their search for a home, they (applicant) were shown the property at 8 Ute Lane, which included a heated detached studio with a full kitchen and bathroom along with a main residence. The Applicant stated that the property was listed below the appraisal value and advertised as is. The Applicant has expended substantial resources retrofitting the second residence, including, replacing the propane heater, replacing the gas stove, replacing bathroom appliances, updating fixtures and replacing the electric water heater.
8. In support of the Application, the Applicant stated that she is in agreement with staff's conditions.
9. The following conditions of approval were recommended:
 - A. Water use shall be restricted to 0.50 acre feet per year per lot. A water meter shall be installed on the property. Annual water meter readings shall be submitted to the land Use Administrator by January 1st of each year. Water restrictions shall be recorded in the County Clerk's Office.
 - B. The Applicant must obtain a development permit from the Building and Development Services Department for all unpermitted structures or structures not grandfathered in on the property.

C. The Placement of additional dwelling units or Division of land is prohibited on the property.

D. The Applicant shall comply with all Fire Prevention Division requirements.

10. The Applicant did not knowingly violate the Code and acquired the property with the violation. The granting of the requested variance is a minimal easing of the Code requirements to address the use of a second accessory dwelling unit.

11. Granting this variance request will not nullify the purpose of the Code.

WHEREFORE the Board of County Commissioners of Santa Fe County hereby approves the request for a variance of Article III, Section 10 (Lot Size Requirements) of the Code to allow two dwelling units on 2.492 acres subject to the conditions set forth in paragraph 9 above.

IT IS SO ORDERED

This Order was approved by the Board of County Commissioners of Santa Fe County on this ___ day of _____, 2013.

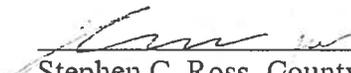
BOARD OF COUNTY COMMISSIONERS

By: _____
Kathy Holian, Chair

ATTEST:

Geraldine Salazar, County Clerk

APPROVED AS TO FORM:



Stephen C. Ross, County Attorney

The motion passed by unanimous [4-0] voice vote. [Commissioner Holian had recused herself from deliberation and vote.]

- XVI. A. 2. BCC CASE # MIS 13-5020 Las Campanas Time Extension (formerly Estancias at Las Campanas) (TABLED)
3. BCC Case #MIS 13-5021 Las Campanas Time Extension (formerly Tesoro Enclaves) (TABLED)
- XVI. A. 4. **CDRC CASE # V-12-5430 Susan Sutton Variance. Susan Sutton, Applicant, Requests a Variance of Article III, Section 10 (Lot Size Requirements) of the Land Development Code to allow Two Dwelling Units on 2.492 Acres. The Property is Located at 8 Ute Lane, within Section 20, Township 16 North, Range 10 East (Commission District 4)**

CHAIR HOLIAN: Thank you, Commissioner Stefanics for being the chair for the last case.

MIKE ROMERO (Case Manager): Good evening. The applicant requests a variance of Article III, Section 10, Lot Size Requirements of the Land Development Code to allow two dwelling units on 2.492 acres. The property is located in the Metro-Mountain Hydrological Zone where the maximum density is one dwelling unit per five acres with community water.

The subject lot was created in 1974 and is recognized as a legal, non-conforming lot. There are currently two dwelling units on the subject property. The structures consist of a main residence, a studio containing a kitchen and bathroom, and an accessory structure which is a metal shed. There are no records of the main residence or the studio being permitted by Santa Fe County.

On October 19, 2012, Santa Fe County Building and Development Services Department received a written complaint regarding the applicant's studio. On October 25, 2012, the applicant received a Notice of Violation from Santa Fe County Code Enforcement for Exceeding Density requirements.

The applicant states that when she bought the property at 8 Ute Lane in 2007 the house was listed below the appraisal value and the property was advertised as is, having a main house and a heated studio with a kitchen and bathroom. According to the applicant's knowledge the house was built in the early 1970s and the original owners lived there from 1974 to 1988. The property has since been sold five times since the original owners sold the property in 1988. The applicant has obtained information that the studio was built in 1991 by the second owner of 8 Ute Lane.

The applicant has stated she has spent thousands of dollars on repairs to bring the main residence and the studio up to code. At this time the applicant has a roommate who is ill that lives in the main residence, which she is helping care for. The applicant has rented the studio to a nurse who provides medical assistance to the roommate. The applicant feels she *should not be held accountable for the structure which is a studio that has been on the property for years and to her knowledge has never been challenged as being an illegal*

structure.

On January 17, 2013, the CDRC met and acted on this case. The decision of the CDRC was for approval, 5-1.

Staff recommendations: Denial of a variance from Article III, Section 10, Lot Size Requirements, of the Land Development Code. If the decision of the BCC is to recommend approval of the applicant's request, staff recommends imposition of the following conditions. Madam Chair, may I enter these into the record?

CHAIR HOLIAN: Yes, you may.

[The conditions are as follows:]

1. Water use shall be restricted to ~~0.25~~ 0.5 acre-feet per year per ~~home lot~~. A water meter shall be installed for each residence. Annual water meter readings shall be submitted to the Land Use Administrator by January 1st of each year. Water restrictions shall be recorded in the County Clerk's Office. (As per Article III, § 10.2.2 and Ordinance 2002-13).
2. The Applicant must obtain a development permit from the Building and Development Services Department for all ~~structures unpermitted structures or structures not grandfathered~~ on the property (As per Article II, § 2).
3. The placement of additional dwelling units or Division of land is prohibited on the property (As Per Article III, Section 10).
4. The Applicant shall comply with all Fire Prevention Division requirements (As per 1997 Fire Code and 1997 Life Safety Code).

MR. ROMERO: To add to this, Madam Chair, Commissioners, staff amended conditions 1 and 2, and I'll read them to you to what they are now amended. [See above.] I stand for any questions.

CHAIR HOLIAN: Are there any questions for staff? Commissioner Chavez, and then Commissioner Stefanics.

COMMISSIONER CHAVEZ: So on the water restriction, you're going from a quarter acre-feet to a half acre-feet?

MR. ROMERO: Madam Chair, Commissioner Chavez, that is correct.

COMMISSIONER CHAVEZ: And is that going to be a standard practice or is that a staff recommendation just on this particular request?

MR. ROMERO: This is going to be a staff recommendation for this particular variance request.

MS. LUCERO: Madam Chair, Commissioner Chavez, if I can just clarify. The water restriction as previously stated was a quarter acre-foot per dwelling, so it's not really changing. We're just allocating a half-acre-foot to the entire property.

COMMISSIONER CHAVEZ: For all of it.

MS. LUCERO: Right. And that was due to the water system won't allow two separate meters.

COMMISSIONER CHAVEZ: Got it. So it's really not changing the allocation then.

MS. LUCERO: That's correct. Yes.

COMMISSIONER CHAVEZ: Okay. That clarifies it. Thank you.

CHAIR HOLIAN: Commissioner Stefanics.

COMMISSIONER STEFANICS: Thank you, Madam Chair. You used the term grandfathered dwellings. Could you explain that?

MR. ROMERO: Madam Chair, Commissioner Stefanics, that is what is referred to as pre-code.

COMMISSIONER STEFANICS: Pre-code, meaning –

MR. ROMERO: Prior to 1981.

COMMISSIONER STEFANICS: Around 1981. Okay. Thank you very much.

COMMISSIONER CHAVEZ: Can I follow up?

CHAIR HOLIAN: Yes, Commissioner Chavez.

COMMISSIONER CHAVEZ: So then which of the dwelling units in this particular case would be grandfathered in, because there's only two dwelling units, aren't there?

MR. ROMERO: Well, correct. The main residence, which according to the applicant has been on the property since 1975.

COMMISSIONER CHAVEZ: Right.

MR. ROMERO: And then in 1981, that's when the studio was constructed containing a kitchen and a bathroom. So the applicant has applied for a variance for the studio to keep the initial dwelling in it, which would be the studio to have the kitchen and the bathroom.

COMMISSIONER CHAVEZ: Okay. Thank you, Madam Chair.

CHAIR HOLIAN: Okay. Any further questions for staff? Is the applicant here?

COMMISSIONER MAYFIELD: Madam Chair.

CHAIR HOLIAN: Oh, sorry. Commissioner Mayfield.

COMMISSIONER MAYFIELD: [inaudible] you all couldn't find permits for the initial dwelling, correct?

MR. ROMERO: Madam Chair, Commissioner Mayfield, that is correct. We have no record of the main residence or the studio being permitted by Santa Fe County.

COMMISSIONER MAYFIELD: Just to go back to Commissioner Chavez' point and I'm sorry about the echo. [inaudible]

MS. LUCERO: Madam Chair, Commissioner Mayfield, the main residence was constructed pre-code, so that one would be considered grandfathered in. The guesthouse that is before you tonight, we actually have a condition that they need to come in and obtain a permit for that structure. So we're imposing a quarter acre-foot for each dwelling unit, which is standard practice.

CHAIR HOLIAN: Any further questions, Commissioner Mayfield.

COMMISSIONER MAYFIELD: Yes. They each have a separate house on [inaudible] right now?

MR. ROMERO: I couldn't understand the question.

CHAIR HOLIAN: Could you repeat that please. None of us could understand.

COMMISSIONER MAYFIELD: I'll repeat it. Do they each have a separate well right now for each property or are they on a shared well right now?

MR. ROMERO: Madam Chair, Commissioner Mayfield, they're on

community water, and there is one line and one meter to the property right now. Their water supply is through Sunlit Hills.

COMMISSIONER MAYFIELD: So, Madam Chair, they're on community water and if staff would explain this to me. So why would they be subject to a quarter acre-foot? Is that a condition on community water, that it's restricted to a certain amount of water or they just can use the water they need?

CHAIR HOLIAN: So Mike, I think the question is, when somebody is on a community water system like Sunlit Hills, can they be restricted to a quarter acre-foot or half-acre-foot?

COMMISSIONER MAYFIELD: That was the question, Madam Chair. Thank you.

MS. LUCERO: Madam Chair, we do require restrictions of a quarter acre-foot even if they are on community water systems.

CHAIR HOLIAN: Okay. Thank you, Vicki. Did you hear that, Commissioner Mayfield?

COMMISSIONER MAYFIELD: Madam Chair, thank you. Let me ask a follow-up question. So Vicki, have you ever done an audit on our community water systems out there to see if anybody has ever exceeded that quarter acre-foot?

MS. LUCERO: Madam Chair, Commissioner Mayfield, the applicant and in all cases we require them to submit annual water meter readings to the Land Use Department, to the County Hydrologist and Land Use Department, so we monitor it through that mechanism.

COMMISSIONER MAYFIELD: And Madam Chair, Ms. Lucero, does someone on staff review those?

CHAIR HOLIAN: Commissioner Mayfield, could you repeat that again? None of us could catch that.

COMMISSIONER MAYFIELD: Yes. So staff does review those readings and no one has ever exceeded those limits? I'll repeat it, Madam Chair. So staff does review those readings and nobody has ever exceeded those readings?

CHAIR HOLIAN: Do you see those readings? Is that the question?

COMMISSIONER MAYFIELD: Yes. That's the question, Madam Chair.

MS. LUCERO: Madam Chair, Commissioner Mayfield, the meter readers are required to be submitted so they are submitted to staff and I believe they are being submitted to the County Hydrologist but I believe that – the County Hydrologist isn't here to address that but yes, they have been submitted to the County Hydrologist.

COMMISSIONER MAYFIELD: That's all I had, Madam Chair. Thank you.

CHAIR HOLIAN: Okay. Thank you, Commissioner Mayfield. Is the applicant here? Can you come forward and be sworn in please?

[Duly sworn, Susan Sutton testified as follows:]

SUSAN SUTTON: I'm Susan Sutton.

CHAIR HOLIAN: Is there anything that you would like to add?

MS. SUTTON: Yes, ma'am, I would. I know we went through just a long, long hearing. I'm exhausted. I left work. I went to work this morning at 8:00 and I'm here. So

I had a neighbor who was going to testify on my behalf for all of my neighbors, but he had to leave because he had to attend to his dog. So I'll just go with it.

The first think I would like for the record to say is the reason I'm here today, I'm a licensed clinical counselor, I don't like to think of myself as a victim, but this complain was filed by a person that was being vindictive actually. I met someone in the lobby when we were waiting to come in that knew of this woman. She filed a lawsuit against me. I let her stay at my house a few weeks and I needed her to move so that I could have a nurse move in, and after that she threatened to go after me in my job. She filed a lawsuit that was settled on the 18th of January, the night after I was here before the Commission, and it was in my favor. I put a permanent injunction against her after she filed a misreport about my property which we're discussing right now, and Judge Ortiz granted a permanent injunction which is fairly unusual for my safety reasons.

So I do want you to know that's why I'm here tonight. I'm not here because I did anything against the code. I have gotten – this started back in October in terms of dealing with Mr. Romero and I've gotten through all of the things like there were no septic permits except one. There are only four residences on Ute Lane and when my former husband and I purchased the house in 2007, that was a requirement of the title company for us to be able to get it. So we're one of two septic permits that are appropriate. And in my exploration of trying to find out about the original house being built I found out that Charter Builders, a very, very larger builder, in New Mexico who's gone out of business in the last couple of years due to the economy, built my house and one of my neighbors, Sandra Place who's lived there since 1984. The other neighbor, Gene, has lived there since 1976. My house was built in 1975 according to Mr. Rendil who built his the next year.

So I could go into it. It depends on what questions you want to ask me, but last year, about this time, a lot of things converged in my situation. I found out – my mother died of ovarian cancer. I've lived out here twice. I built one house in Glorieta and then came back in 2007 and purchased the house at Ute Lane. And I came out here during a very short marriage. It didn't work out but he owned a portion of the house with me. So over the course of a couple of years, with the economy, with the housing market, I wasn't able to buy him out, but last year in April he accepted an offer so I could pay off his second mortgage. I had the first mortgage, and give him some money. At the same time I was tested for the BRCA2 gene. Found out that I am positive for it which means my mother, my grandmother and her own sister all died of ovarian cancer, increased my chances of that. I've since had a surgery.

[inaudible] Ms. Christina Shotts filed the suit against me that I mentioned and I guess that wasn't enough and a few weeks later she called in a falsified letter in terms of what I had done out there. The building, as far as I know, I got aials for Mr. Romero, and I got a 1988 and a 1992, and so the studio was built sometime between that time and both of my neighbors that live on each side of me that were there when it was built remember it being 1990, 1991. So it's twenty-odd years old and I was 24 years old I think when the house was built.

So, that said, I have a lot I could say, but would you like to ask me ask any questions?

CHAIR HOLIAN: Yes. I was just going to ask if there were any questions for the applicant? Commissioner Chavez?

COMMISSIONER MAYFIELD: Madam Chair, I have a question.

CHAIR HOLIAN: Commissioner Mayfield.

COMMISSIONER MAYFIELD: Thank you. Can you hear me any better right now?

CHAIR HOLIAN: Sort of. Please speak loudly and clearly.

COMMISSIONER MAYFIELD: [inaudible] So that being said, Madam Chair. Would the applicant be opposed to having a condition placed that both the permanent resident and I guess the guesthouse [inaudible] or could it be a separate residence?

CHAIR HOLIAN: I think he's asking if it would remain a guesthouse as opposed to being rented.

MS. SUTTON: Well, it is a guesthouse and it only has – there's only one electric bill. There's one water bill. It looks like from the looks of it PNM put the second line in. It's identical pretty much to the other one. There are two separate propane tanks. Ferrell Gas services those. I'm sorry I'm so exhausted tonight. It's been a very, very long process but I didn't do – I didn't make any changes I just painted, cleaned cabinets, replaced the very inefficient heating stove. I put in a \$2,500 heater because the other was not sufficient to keep the studio warm.

When I bought my house – the reason – we wouldn't have bought the property had it not been for the second building because it really was a fixer-upper. It was to code in terms of there were a few things that needed to be fixed, but like for instance the kitchen counter in the main house was four feet wide and about a foot and a half of it was falling off. The tile in the bathroom was so – I just did – the floors didn't have carpets. It was painted black. I put down on the floors carpets in the room, basically the same thing to the studio. But I could not afford to do that once my husband, former husband and I got divorced and we didn't now what we were going to do with the house with the market.

So when I was able to refinance it last year it was all in April and May, at the time I found out about my situation and as long as I could have afforded it, which I did, I put a new water heater in my house and did all that I did. I took extra money out so that the residence would be up to par. I've been living there for six years now.

CHAIR HOLIAN: Thank you, Ms. Sutton. Any further questions, Commissioner Mayfield?

COMMISSIONER MAYFIELD: [inaudible]

CHAIR HOLIAN: Is the guesthouse going to be rented out? Is the question.

MS. SUTTON: If it's a guesthouse – I live there alone so I could have another roommate and they could contribute to the cost of living there.

CHAIR HOLIAN: Okay. Thank you, Ms. Sutton.

COMMISSIONER MAYFIELD: Madam Chair, second question. The applicant stated that they're sharing one water meter. So would the applicant be opposed to the .25 acre-feet, or .25 restriction on both homes?

CHAIR HOLIAN: Well, I think that the restriction has been changed so that it's .5 acre-feet for the lot.

COMMISSIONER MAYFIELD: Well, maybe I'm not understanding. I heard Commissioner Chavez say they did. So .25 for each different home?

CHAIR HOLIAN: No. There's one meter, so it's .5 for the lot.

MS. SUTTON: May I say that the studio in question is 491 square feet. It has a very small bathroom, but it's just a matter that there's a stove in there on the wall that it's

considered that it has a kitchen. I wouldn't call it a kitchen because it's not a separate room. It's a 491 square foot dwelling.

COMMISSIONER MAYFIELD: Madam Chair, do they share the same septic?

CHAIR HOLIAN: Do they share the same septic?

MS. SUTTON: Yes. And I had the septic cleaned a year ago and they said it would be about three more years, and I'd lived there five. And there's a very, very large drain field and I'm one of the few people on Ute Circle, Ute Lane prior to Cibola that actually have a permitted septic tank.

CHAIR HOLIAN: Okay. Thank you, Ms. Sutton. Any further questions, Commissioner?

COMMISSIONER MAYFIELD: Yes, Madam Chair. [inaudible] on the septic, and that's all I had, Madam Chair.

CHAIR HOLIAN: Okay. Thank you. All right. This is a public hearing and so is there anyone here from the public who would like to speak on this case, either in favor or in opposition? Is there anyone here? Okay.

MS. SUTTON: One of my neighbors that wrote of the four letters I have – three people that live on the street and then Mr. Roe Davidson lives at the very end on Ute Circle. He's stayed here for three hours today with me but he had to go tend his dogs. And he was going to read one of the four letters. I don't know if you all have read them or have turned to but if I can find it I'd like to read one of them, which really represents the sense of the neighborhood about this.

CHAIR HOLIAN: Yes. Please do, Ms. Sutton.

MS. SUTTON: Thank you. This is from Mr. Gene Melady. He was born and raised in Santa Fe, New Mexico. He's now retired, and he would be here also with me tonight except he now goes to bed at 5:30 and gets up at 2:30 because he does community service for [inaudible] he has lived there since 1976 and he says, on December 16th. My name is Gene Melady. I live at 6 Ute Lane, Santa Fe, New Mexico. I am writing on behalf of Susan C. Sutton who is the owner of the home at 8 Ute Lane, which borders on my property line. I have lived at 8 Ute Lane since my house was built in 1976. I am aware that 20+ years ago a second structure was built on the property by the second owners, the Christophersons. Although I really didn't know them well, I only saw the structure once.

I've no objections to the existing studio nor object to Susan's use of it as it has passed through several owners since it was built. The additional structure to the property in no way places any kind of burden on me or the neighborhood. I support Susan being granted the variance she's requested so this issue is now and in the future put to rest.

And the other letters are all very similar to that. I did want to – can I say one more thing?

CHAIR HOLIAN: Yes. Please.

MS. SUTTON: It's been tough today. I had cataract surgery last Friday. At any rate, the first owners were the Bishops. They were 1975 to 1988 and that was agreed to by two of my neighbors that have been there that long. The Christophersons, which were the people that built the studio were the second owners and they were there from approximately 1988 to 1995. There was a professor – I don't have his name. I don't know if they know it or

not but it wasn't very relevant. He and his wife lived there approximately from 1995 to about 2003 or 2004. The Bishops – Mr. Bishop died. That is why Ms. Bishop sold the house to the Christophersons. The Christophersons left and went back to Texas in 1995. The professor and his wife went back – went to California when he didn't get tenured at St. Johns College.

There were just a couple – there was another owner that they didn't really know. He may have just had it for investment but moved there – lived there or didn't. It wasn't clear to me for about a year and a half and that person sold it to Mr. Peter Gaugy who lived there with a partner, Endura Roth but he was not on the property, and two children for about two years. It was from him that my former husband and I purchased the house. We had looked at a lot of houses and almost didn't go see that one but when we did I could see that there could be a future in that house because it had good bones but it didn't have – it needed a lot of work. I put about \$35,000 in the main house. I sold my home in Florida and I moved out here twice and I intend to live here the rest of my life. And it wasn't until this last year that I had a situation where I could complete what we had begun in 2007.

CHAIR HOLIAN: Okay. Thank you, Ms. Sutton. So seeing no members of the public who would like to speak on this case I declare that the public hearing is closed now. Are there any further questions for staff or for the applicant? Seeing none, I will make a motion. And I will move for approval of CDRC Case #V 12-5430, Susan Sutton Variance. I feel that the applicant had no knowledge when she purchased the property that a second dwelling unit, that is a studio, was not allowed. She for sure did not build it with the express purpose of getting a variance later on, and I do not see this as a self-imposed situation. Is there a second? With staff conditions.

COMMISSIONER CHAVEZ: I would second with staff conditions.

CHAIR HOLIAN: Okay. We have a motion and a second with staff conditions?

The motion passed by unanimous [5-0] voice vote.

COMMISSIONER ANAYA: Madam Chair.

CHAIR HOLIAN: Yes, Commissioner Anaya. Actually, you were going really fast. If you could go to discussion before the vote next time that would be appreciated. I voted in favor of it but I did want to make a comment that Ms. Ellis-Green [inaudible] As we go into the code phase, I know we don't have any latitude, pretty much whatsoever for there to be determinations made by the Land Use Administrator that fit the criteria. I know we've had discussion about it in public meetings as we move forward into the new code but as one Commissioner, that's definitely something that I want to provide some latitude to the Land Use Administrator in cases of similar nature to this to make some recommendations or even some approvals. So that's something that I would like to see in the upcoming discussions on the code. Thank you, Madam Chair.

CHAIR HOLIAN: Okay. Thank you, Commissioner.

MS. SUTTON: Thank you all very much. There was a lot more I could have said that would have really reinforced that but I really appreciate it but it was enough for all of us tonight.

CHAIR HOLIAN: Go home and get some rest.



Daniel "Danny" Mayfield
Commissioner, District 1

Miguel M. Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

Date: May 14, 2013

To: Board of County Commissioners

From: Penny Ellis-Green, Growth Management Director *PEG*

Cc: Robert Griego, Planning Manager

Re: APPOINTMENT OF DAVID GRISCOM TO THE AT-LARGE BOARD POSITION FOR NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT BOARD.

Background:

NCNMEDD is a nonprofit organization that serves as northern New Mexico's Council of Government (COG). Its territory includes the counties of Colfax, Los Alamos, Rio Arriba, Mora, San Miguel, Sandoval, Santa Fe, and Taos, and its purpose is to encourage regional cooperation among government entities across a broad spectrum of issues. NCNMEDD relies on Economic Development Administration (EDA) funding as well as cash and in-kind funding from Counties and incorporated municipalities. The Board of Directors is comprised of elected officials and key stakeholders from each of the 8 Counties. The Board meets approximately 6 times per year, and provides strategic and financial oversight of the organization.

Issue:

Commissioner Stefanics is the County representative at the NCNMEDD Board of Directors for 2013, with Commissioner Mayfield as Alternate and Commissioner Chavez is the 2nd Alternate. There is currently an At Large vacancy. David Griscom is the County's Economic Development Manager and would bring an economic development focus to the board discussions and meeting agendas, and would be able to more strategically link and coordinate economic development activities and initiatives with NCNMEDD. David's resume is attached.

Recommendation:

Recommend to the Chairman of the Board of NCNMEDD and to the Executive Director of NCNMEDD for David Griscom to fill the At Large vacancy on the Board of Directors for Santa Fe County.

David W. Griscom
10 Starfire Lane, Santa Fe, NM 87505
Home (505) 955-1925 Work (505) 995-2728
Home davidgriscom@gmail.com Work dgriscom@santafecounty.org

EDUCATION:

MONTEREY INSTITUTE OF INTERNATIONAL STUDIES, Fisher Graduate School of International Business, Monterey, CA, MBA-International Management, December 1998

UNIVERSITY OF NEW MEXICO, Anderson School of Management, Albuquerque, NM, BBA, Human Resource Management, 1991

PROFESSIONAL EXPERIENCE:

SANTA FE COUNTY, Santa Fe, NM, March 2013-

Economic Development Manager. Responsible for implementing an economic development plan, coordinating economic development initiatives and activities, and aligning economic development strategies with target industries (renewable energy, clean tech, film/media, water conservation, agriculture, outdoor recreation).

SOUTHWEST ENERGY ALLIANCE, Santa Fe, NM, August 2011- March 2012

Executive Director, regional trade association dedicated to renewable energy and transmission development. Oversaw membership, budget, strategic planning, Board relations. Supervised 2 contracts, planned/implemented roundtable meetings in Southwestern states on renewable energy and transmission policy, planning, projects. Explored common ground with diverse stakeholder groups.

DG RENEWABLES, Santa Fe, NM, 2010-

Sole Proprietor, consulting firm. Offer renewable energy and sustainability business development/consulting for business and project development in NM and the Southwest. Offer consulting expertise on renewable energy policy, technology, and project development.

REGIONAL DEVELOPMENT CORPORATION- Santa Fe, NM, 2004-2010

Senior Program Manager, Renewable Energy. Identified and developed new/existing wind, solar, biomass, and other energy projects and opportunities throughout NM; assisted communities in implementing energy projects by providing technical support, feasibility study and business plan support, identifying sources of financing; worked with private sector energy companies on portfolio diversification; implemented a \$3.5 million wind training center project (North American Wind Research & Training Center)

Director, SATOP NM. Oversaw statewide NASA-funded program (Space Alliance Technology Outreach Program) for small business technical assistance. Managed budget, quarterly reporting, strategic direction. Supervised up to 3 co-workers.

THE NORTH AMERICAN INSTITUTE, Santa Fe, NM, 1999-2003

Associate and Executive Director, trinational (Mexico, Canada, US) non-profit organization. Oversaw program management, financial operations, strategic planning, business development, and community outreach. Raised private foundation and other monies totaling over \$600,000.

David W. Griscom

10 Starfire Lane, Santa Fe, NM 87505

Home (505) 955-1925 Work (505) 995-2728

Home davidgriscom@gmail.com Work dgriscom@santafecounty.org

Designed and organized major trinational conferences on North American economic, environmental, and social issues.

SELF-EMPLOYMENT, Santa Fe, NM 1994-1997

Independent Business Consultant

U.S. PEACE CORPS, Santa Rosa de Copan, Honduras 1992-1994

Worked for PLAN INTERNATIONAL as a solar energy consultant in sustainable development. Designed and implemented a program of rural electrification. Supervised 30 solar installations in health centers, schools, and private businesses. Established rotating loan fund with start-up capital of \$15,000 for small, low interest solar loans. Created subsidy program allowing 15 PLAN families to participate in the solar program. Trained 60 Honduran counterparts in the technology and uses of photovoltaic systems. Lectured in 20 remote villages in solar energy applications.

OTHER: Coursework in Advanced Photovoltaics from Solar Energy International (1995). Fluent in Spanish. Extensive knowledge of NM renewable energy policy/regulatory environment, and project development. Strong cross-cultural background and able team leader. Strong interest in and knowledge of Latin American economies, politics, and cultures.

VOLUNTEER/BOARDS: Current and previous Memberships/Boards/Activities: Santa Fe Children's Chess Club; NM Gov. Richardson Task Force on Statewide Electricity Transmission Planning; SF Community College Training Center Corporation; City of SF/SF County Energy Task Force; NM Climate Change Advisory Group's Energy Technical Advisory Group; Bicycle Coalition of NM; SF Watershed Association (Treasurer), SF Mountain Center (Chair); NM-First Border Implementation Team (Chair); St. Johns College Search and Rescue (Santa Fe, NM); Big Brothers/Big Sisters of Santa Fe; American Friends Service Committee (Tlaxcala, Mexico)

ACTIVITIES: Flyfishing, soccer, skiing (alpine and telemark), mountain biking, hiking, trying to live a carbon neutral life

REFERENCES: Available upon request

Memorandum

To: Santa Fe County Board of County Commissioners

Through: Rachel O'Connor
Santa Fe County Health and Human Services Department

From: Lupe Sanchez
Santa Fe County DWI Program

Date: April 29, 2013

Subject: Re-appointment of Lisa Wooldridge to the DWI Planning Council

Issue:

The reappointment of Lisa Wooldridge to the DWI Planning Council. Ms. Wooldridge's term on the DWI Planning Council expired on March 31, 2013; she submitted an application and letter of interest to continue her service on the Planning Council. Ms. Wooldridge represents the alcohol/substance abuse treatment community on the Planning Council.

Background:

The New Mexico Legislature enacted NMSA 1978, Sections 11-6A-1 through 11-6A-6 to address the serious problems caused by Driving While Intoxicated (DWI) in the State. Funds are generated from excise tax on the sale of alcohol, collected by the New Mexico Department of Taxation and Revenue, and administered by the Department of Finance and Administration (DFA). One of the requirements is that the county receiving funds must have a County DWI Planning Council to serve in an advisory capacity to the Board of County Commissioners.

Resolution 1997-87 established the original DWI Planning Council consisting of at least nine standing committee members. After reviewing the applications for membership the current Planning Council members and staff are recommending the following individual:

Lisa Wooldridge

Licensed Therapist

Staff Recommendation:

With the support of the Santa Fe County DWI Planning Council staff recommends the re-appointment of Lisa Wooldridge for the DWI Planning Council.

QUESTIONS FOR APPLICANTS SEEKING APPOINTMENT TO A BOARD, COMMITTEE OR TASK FORCE

Applicant Name Lisa Woodbridge

Committee DWI Planning Council

1. Do you have any contracts, leases or other work with County government? If you are employed, does your employer have any contracts, leases or other work with County government? If yes, please explain.

no

2. Have you appeared in front of the Board of County Commissioners, County Development Review Committee, or any other committee, board or task force of the County? If so, state the subject matter at issue, the approximate dates, the action (if any) that was taken, the capacity in which you served, and any other relevant information.

current council member, DWI planning council

3. Do you lobby County government? If yes, please explain.

no

4. Are you related to any County employees or elected officials? If yes, who are you related to and how are you related?

no

5. Will you consent to a background investigation of your fitness to serve?

yes

6. Do you have any applications pending before the County or do you have plans to submit any applications to the County? If so please identify in detail the applications or potential applications.

no

Lisa Wooldridge, MA, LPCC
Psychotherapy Services/DBT Santa Fe
1012 Marquez Place, Ste 211-A
Santa Fe, NM 87505
(505) 690-8322/(505) 982-2196 fx
lisawooldridge29@yahoo.com

4/29/13

To Whom it May Concern:

I would like to retain my seat on the Santa Fe County DWI Planning Council for the next 2 years.

I have enjoyed my time on the council for the last 2 years, and feel that my contributions as chair of the Enforcement Subcommittee, other efforts have helped in the prevention of DWI in our community and look forward to the opportunity to do more.

Thank you,


Lisa Wooldridge, LPCC



Memorandum

To: Santa Fe County Board of County Commissioners

Through: Rachel O'Connor
Santa Fe County Health and Human Services Department

From: Lupe Sanchez
Santa Fe County DWI Program

Date: April 29, 2013

Subject: Re-appointment of Richard De Mella to the DWI Planning Council

Issue:

The reappointment of Richard De Mella to the DWI Planning Council. Mr. De Mella's term on the DWI Planning Council expired on March 31, 2013; he submitted an application and letter of interest expressing a strong desire to continue to serve as a member of the Council. Mr. De Mella will represent the City of Santa Fe on the Planning Council.

Background:

The New Mexico Legislature enacted NMSA 1978, Sections 11-6A-1 through 11-6A-6 to address the serious problems caused by Driving While Intoxicated (DWI) in the State. Funds are generated from excise tax on the sale of alcohol, collected by the New Mexico Department of Taxation and Revenue, and administered by the Department of Finance and Administration (DFA). One of the requirements is that the county receiving funds must have a County DWI Planning Council to serve in an advisory capacity to the Board of County Commissioners.

Resolution 1997-87 established the original DWI Planning Council consisting of at least nine standing committee member. After reviewing the applications for membership the current Planning Council members and staff are recommending the following individual:

Richard De Mella

Juvenile Justice Planner/City of Santa Fe

Staff Recommendation:

With the support of the Santa Fe County DWI Planning Council staff recommends the re-appointment of Richard De Mella for the DWI Planning Council.

QUESTIONS FOR APPLICANTS SEEKING APPOINTMENT TO A BOARD, COMMITTEE OR TASK FORCE

Applicant Name Richard D. Della

Committee SF County DWI Planning Council

1. Do you have any contracts, leases or other work with County government? If you are employed, does your employer have any contracts, leases or other work with County government? If yes, please explain.

NO

2. Have you appeared in front of the Board of County Commissioners, County Development Review Committee, or any other committee, board or task force of the County? If so, state the subject matter at issue, the approximate dates, the action (if any) that was taken, the capacity in which you served, and any other relevant information.

NO

3. Do you lobby County government? If yes, please explain.

NO

4. Are you related to any County employees or elected officials? If yes, who are you related to and how are you related?

NO

5. Will you consent to a background investigation of your fitness to serve?

YES

6. Do you have any applications pending before the County or do you have plans to submit any applications to the County? If so please identify in detail the applications or potential applications.

NO



City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909

David Coss, *Mayor*

Councilors:

Rebecca Wurzbarger, Mayor Pro Tem, Dist. 2

Patti J. Bushee, Dist. 1

Chris Calvert, Dist. 1

Peter N. Ives, Dist. 2

Carmichael A. Dominguez, Dist. 3

Christopher M. Rivera, Dist. 3

Bill Dimas, Dist. 4

Ronald S. Trujillo, Dist. 4

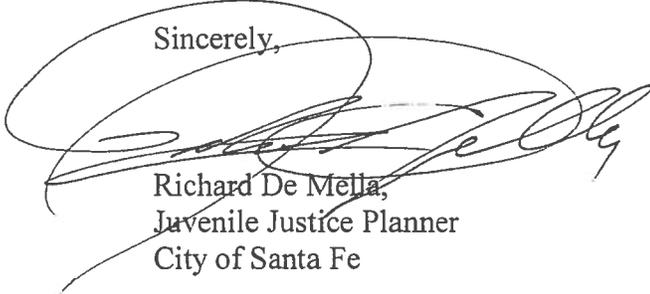
February 26, 2013
Santa Fe County DWI Program
PO Box 276
Santa Fe NM 87504-0276

Dear Mr. Sanchez,

This is my letter of intention to join the Santa Fe County DWI Planning Council. I have been an active member and the current vice president of the local Victim Impact Panel. I am currently employed as the Juvenile Justice Planner with the City of Santa Fe and see the issues that substance abuse has brought upon our community.

I believe that my expertise and knowledge will benefit the planning council and hope you will take my application for consideration.

Sincerely,



Richard De Mella,
Juvenile Justice Planner
City of Santa Fe



Daniel "Danny" Mayfield
Commissioner, District 1

Miguel Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathleen Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

DATE: *May 14, 2013*

TO: *Board of County Commissioners*

FROM: *Adam Leigland, Public Works Department Director. PL 5/2/13*

VIA: *Katherine Miller, County Manager*

ITEM AND ISSUE: *BCC Meeting May 14, 2013*

REQUEST APPROVAL OF A TRANSPORTATION COMMUNITY SERVICES PROGRAM (TCSP) GRANT S 100220 FROM THE NEW MEXICO DEPARTMENT OF TRANSPORTATION IN THE AMOUNT OF \$657,488 AND AN IN-KIND MATCH FROM SANTA FE COUNTY IN THE AMOUNT OF \$164,372. (PUBLIC WORKS)

BACKGROUND AND SUMMARY:

At the April 30, 2013 BCC meeting, Resolution 2013-45 was approved by the Board supporting the TCSP Grant for the Public Works Pavement Preservation Program. Prior to the Board taking action on this resolution, staff advised the Board that the agreements for this grant would be on the May 14th BCC agenda for execution. The Public Works Department has had several discussions with the Board regarding this grant and the need for a pavement preservation program. The Board's formal approval of this grant is the next necessary step in this project. Below are key details regarding the grant:

- December 2012, County is notified that it was awarded the TCSP Grant.
- TCSP grant is \$657,488.
- County in-kind match (equipment & labor) is \$164,372.
- Pavement treatments will take place on 56.69 miles of County maintained paved roads, based on the PASER pavement evaluation system.
- Pavement treatments will take 2 years to complete.
- April 30, 2013 BCC adopts Resolution 2013-45 supporting the TCSP Grant.

TCSP Project List

Santa Fe County Road Name	Santa Fe County Road Number	Commission District	Length of Road (Two lanes per road, not lane miles)	Preventive Maintenance Treatment
Dinkle Rd Section 1	8	3	4.13	Fog Seal
Camino los Abuelos	42	3 & 5	9.33	Fog Seal
<i>Unnamed County Road</i>	84	1	4.52	Fog Seal
Camino Los Montoya's	85	1	0.75	Fog Seal
N Shining Sun	109	1	1.10	Fog Seal
Avenida Torreon	<i>No Associated County Road Number</i>	5	1.10	Fog Seal
Encantado Loop	<i>No Associated County Road Number</i>	5	1.74	Fog Seal
Bonanza Creek	45	3 & 5	6.72	Chip Seal
Camino Vista Grande	48	5	1.00	Chip Seal
Paseo C De Baca	50	3	0.89	Chip Seal
Camino Bajo	48A	5	0.79	Chip Seal
Calle Hermosa	48F	5	0.18	Chip Seal
Entrada La Cienega	50F	3	1.00	Chip Seal
Evergreen Lane	CR 101D	1	1.09	Chip Seal
Camino Montoya	<i>No Associated County Road Number</i>	3	0.56	Chip Seal
Calle Lisa	<i>No Associated County Road Number</i>	3	0.24	Chip Seal
Calle Debra	<i>No Associated County Road Number</i>	3	1.00	Chip Seal
Agua Fria	66	2	3.68	Fog Seal
Dinkle Road Section 2	8	3	3.00	Fog Seal
Los Pinos Rd	54	3	4.46	Fog Seal
La Puebla Rd	88	1	2.66	Fog Seal
Southfork	44	5	1.44	Chip Seal
Shandohoah Trail	44	5	1.34	Chip Seal
North Fork	44E	5	0.80	Chip Seal
Bishops Lodge Rd	73A	1	3.07	Chip Seal

56.59

ACTION REQUESTED:

The Public Works Department requests approval of a Transportation Community Services Program Grant S100220 from the New Mexico Department of Transportation in the amount of \$657,488 with an In-Kind match from Santa Fe County in the amount of \$164,372.

102 Grant Avenue · P.O. Box 276 · Santa Fe, New Mexico 87504-0276 · 505-986-6200 · FAX:
505-995-2740 www.santafecounty.org

Santa Fe County

Fiscal Impact Report

Department / Division: Public Works/Road Maintenance

Action Item to be Considered: Funding of the TCSP Grant

Agreement Number: S100220

Indicate with a <input checked="" type="checkbox"/> below	Section 1 - Identify the type of document below for BCC Consideration and Approval
<input checked="" type="checkbox"/>	Revenue, e.g. Grant, charges and fees, etc.
<input type="checkbox"/>	Contractual Services (includes change orders), e.g. Professional services agreement, construction, price agreement, joint powers agreement, lease agreement, etc.
<input type="checkbox"/>	Loan/Grant Agreement
<input type="checkbox"/>	Other:

Indicate with a <input checked="" type="checkbox"/> below	Section 2 - Funding Source Identify the item below for BCC Consideration and Approval
<input type="checkbox"/>	General Fund, e.g. property taxes, gross receipt taxes, etc.
<input type="checkbox"/>	Special Revenue Funds, e.g. Fire, Indigent, etc.
<input type="checkbox"/>	Capital Outlay GRT, (capital infrastructure only, does not include maintenance or repair costs)
<input type="checkbox"/>	Bond Proceeds (general obligation and gross receipt tax revenue bonds)
<input checked="" type="checkbox"/>	Grant Funds. If yes, indicate the percentage and amount required % and/or \$, and source. % ²⁰ \$ 164,372 Source Road Maintenance Fund
<input type="checkbox"/>	Other:

Section 3 - Ongoing operations and maintenance (O&M) requirements:		
Short Term (Specify needs for the current fiscal year only)		
New FTE's # <u>0</u>	Position <u>0</u>	Hourly Rate \$ <u>0</u>
Current Fiscal Year Cost \$ <u>0</u>		Annual Cost \$
Initial Costs (Vehicle, computer, office space, etc.)		
The initial costs will be the equipment and labor to place the pavement preservation treatments. The cost for the labor and equipment will be in the amount of \$164,372.		

O & M (Concisely identify the recurring needs, supplies, equipment, and the resources necessary for carrying out the job duties)

Current Fiscal Year Cost \$ 0 Annual Cost \$ 0

Long Term (Specify the needs for the next four (4) years. This will include staff, O & M, asset renewal and replacement costs, and additional capital needs)

Salary & Benefits:

0

All other expenses:

0

Section 4 - Revenue

Short Term (Specify the revenue potential for the current fiscal year only. If a grant, specify the total grant award amount and the term. If a fee or charge for service, explain basis of revenue projection).

Current FY Estimate \$ 0

Long Term (Specify the revenue potential for the next four (4) fiscal years. If a grant, specify the total grant award amount and the term. If a fee or charge for service, explain basis of revenue projection).

Annual Estimate \$ 0 Total (next 4 years) \$ 0

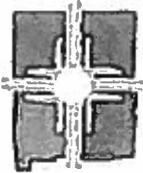
Additional Narrative

(Should include additional information such as significant issues, administrative issues and technical issues. What consequences, if any, may occur if this item is not acted upon):

The only cost the County is incurring is the equipment and labor to place the pavement preservation treatments. The TCSP grant is providing the money to purchase the material for a fog or chip seal on 56.59 miles of county maintained road. These pavement preservation treatments will extend the life of the roads up to seven years.

Prepared by Diego Gomez

Reviewed by _____



New Mexico DEPARTMENT OF
TRANSPORTATION

February 19, 2013

Mr. Robert Martinez
Project Manager
County of Santa Fe
P.O. Box 276
Santa Fe, New Mexico 87504

RE: Control Number: S100220

Dear Mr. Martinez:

Enclosed for your coordination of signatures are three originals of the Cooperative Project Agreement referenced above. Please return them to my attention at the address shown below.

Also, please Do Not fill in the date on the first page of the enclosed agreements. An original will be mailed to you at the time they are fully executed.

If you have any questions concerning the agreement or if I can be of further assistance, please contact me at 505-827-5309.

Sincerely,

Kimberly Wildharber
Contract Manager

Enclosures

c: Miguel Gabaldon, District 5 Engineer
Margaret Haynes P.E., Assistant Regional Division Manager

Susana Martinez
Governor

Tom Church
Interim Cabinet Secretary

Commissioners

Pete K. Rahn
Chairman
District 3

Dr. Kenneth White
Secretary
District 1

Robert R. Wallach
Commissioner
District 2

Ronald Schmeits
Commissioner
District 4

Butch Mathews
Commissioner
District 5

Jackson Gibson
Commissioner
District 6

Received 2/22/2013

General Office

P.O. Box 1149

Santa Fe, NM 87504

Contract Number	
Vendor Number	<u>000054297</u>
Control Number	<u>S100220</u>

COOPERATIVE PROJECT AGREEMENT

This Agreement is made and entered into this _____ day of _____, 2013, by and between the New Mexico Department of Transportation (Department) and the County of Santa Fe (County), collectively referred to as the "Parties."

RECITALS

Whereas, the County has requested to use in-kind services to meet the match required, and;

Whereas, the Department has approved the County's request.

In consideration of the covenants contained herein and pursuant to the authority contained in Title I, Subtitle B, of the Transportation Equity Act for the 21st Century of 1998, and its subsequent amendments referred to as "TEA-21," section 1221 and in accordance with NMSA 1978, § 67-3-28, the Parties agree as follows:

SECTION ONE: PURPOSE

The purpose of this Agreement is to provide Federal Highway Administration (FHWA) funds to the County for a transportation project described in the County's Project Identification Form (PIF) and the Statewide Transportation Improvement Program (STIP). This Project is referred to interchangeably as "Project" or "Project Control No. S100220." The Project is a joint and coordinated effort for which the Department and the County each have authority or jurisdiction.

SECTION TWO: FUNDING

1. The total funding for Project Control No. S100220, is Eight Hundred Twenty One Thousand Eight Hundred Sixty Dollars (\$821,860) which will be shared by the Parties as follows:

- | | | |
|-----------|---|-------------------------|
| A. | <u>2012/2013 Transportation Community and System Preservation (TCSP) Funds</u> | |
| | <u>Department's 80% share</u> | \$657,488 |
| | To conduct chip seal and fog seal pavement preservation treatments on 56.59 miles of Santa Fe County roads, of which 44.61 miles are located within the MPO boundaries. The Department has given the County approval to utilize in-kind services (equipment and labor) as a soft match contribution toward the federal construction funds.. | |
| B. | <u>County's in-kind matching 20% share</u> | \$164,372 |
| | For the purpose stated above. | |
| C. | <u>The Total Project Funding</u> | <u>\$821,860</u> |

2. The County shall pay all Project costs that exceed the total funding amount specified in this section.
3. FHWA's obligation of federal funds shall be supported by a certified cost estimate based on the County's Engineer's Estimate of Probable Cost. The engineer's estimate shall be submitted to the Department's Regional Division Manager or Designee prior to the PS&E Review pursuant to 23 CFR Part 630B.
4. The County shall abide with the conditions identified within 23 CFR 635.120 in entirety. If the County identifies additional work that may be justifiable in incorporating into the construction contract this work shall be reviewed and approved by the Department prior to commencing with the additional work.

SECTION THREE: METHOD OF PAYMENT--REIMBURSEMENT

The Department's District Office shall reimburse the County upon receipt of payment requests for the purposes stated in Section Two, with supporting documentation as determined and/or approved by the Department, certifying that costs have been incurred in compliance with this Agreement. Invoices shall be submitted monthly to the Department District Office. Payment requests shall be identified by the project control number and certified that the requests accurately reflect work completed, amount due and the remaining Agreement balance. All expenses must be actual, rather than estimated, and listed on the payment request as charged. Only those expenses that are properly documented and deemed eligible will be reimbursed. Incomplete submittals will be returned to the County for corrections.

The Department's District Office will not reimburse the County for costs incurred prior to the full execution of the Agreement and obligation of federal funding, after the expiration of the Agreement, or in excess of the maximum dollar amount of the Agreement. Costs incurred prior to FHWA authorization require additional justification pursuant to 23 CFR Part 1.9. Final payment requests shall be submitted to the Department's District Office within four months of completion of the project and prior to the termination date identified within Section Twenty.

SECTION FOUR: COUNTY SHALL

1. Be the lead agency for the Project.
2. Use the Project Control Number in all correspondence and submittals to the Department.
3. Pay all costs, perform all labor, and supply all material for the Project.
4. Identify a Project Manager who shall be the single point of contact to the Department.
5. Adopt a written resolution of support for the Project, including, as appropriate, an assumption of ownership, liability, maintenance, related amenities, and the availability of required matching funds.
6. Obtain approval from the Department's Regional Division Manager or Designee of the following:
 - a. Construction Schedules and Estimates;
 - b. Engineer's Estimate/Engineer's Opinion of Probable Cost;
 - c. Specifications; and,
 - d. Contract Book.
7. Obtain written authorization from the Department prior to start of the project.
8. Supervise the construction of Project Control No. S100220 using applicable federal, state or local requirements.

9. If the Project will be built with County resources, prepare a detailed report of equipment and labor, including a project schedule, for submission to the Department's District Office.
10. Submit reimbursement requests monthly in the Department's federal aid format to include details of the quantities allowed on various items of work.
11. Agree that the Department has the option to terminate this Agreement if the County's Certification Package is not received by the Department's Regional Division Manager or Designee by August 15th of the year in which the project funds are programmed. The Certification Package shall remain in the County's project file for five years after project completion and shall contain, the following documents:
 - a. Signed Certification of Pre-Construction Phase (Appendix F-1);
 - b. Estimate of T/LGA Project Pay-Out (Appendix F-2);
 - c. Environmental clearance and certification documentation;
 - d. The State Historic Preservation Officer's concurrence;
 - e. Right of Way certification documentation;
 - f. Utility certification documentation;
 - g. Intelligent Transportation Systems (ITS) certification documentation; and,
 - h. Railroad certification documentation.
12. Agree that if current federal fiscal year funding is not obligated by September 30th, this Agreement shall terminate. However, if prior federal fiscal year funding has been authorized, this Agreement will remain in effect. If the County cannot meet the federal fiscal year deadline, and the money is reprogrammed for the next fiscal year, this Agreement will remain in effect.
13. Agree that the Department has the option to terminate this Agreement if the County has not entered into a binding third party contract or started work with the County's own personnel, equipment and/or resources no later than three months after federal funds have been authorized/obligated and a notice to proceed letter has been issued by the Department.
14. Be responsible for preliminary engineering, environmental documentation, right-of-way activities, project development, utility coordination, project construction, and construction management and testing.
 - a. Construction management and inspection services may be eligible for reimbursement if the underlying procurement is consistent with federal aid funding and state procurement laws and regulations.
 - b. The County's award of contracts for construction management or inspection services must be pre-approved by the Department's Regional Division Manager or Designee.
 - c. If the County hires construction management or inspection services, County shall provide copies of any applicable task order, contract and supporting procurement documents to the Department's Regional Division Manager or Designee prior to the Project construction start date.
15. Be responsible for all applicable design, pre-construction and maintenance activity including, but not limited to the following:
 - a. utility coordination and relocation;
 - b. drainage and storm drain design;
 - c. geotechnical design;
 - d. pavement design;
 - e. traffic design;

- f. structural design;
 - g. obtaining environmental and cultural resource clearances;
 - h. right-of-way mappings;
 - i. right-of-way acquisition;
 - j. submitting acceptable hazardous materials reports;
 - k. public involvement;
 - l. agency coordination;
 - m. permit application;
 - n. blading;
 - o. shaping;
 - p. snow removal;
 - q. gravel;
 - r. repair of washouts; and,
 - s. chip sealing.
16. Develop and execute the Project in accordance with the Department's current Tribal/Local Government Agency Handbook, Construction Procedures Handbook for Federal Aid Local Government Lead Projects, and the New Mexico Transportation Department's Office Procedures Manual.
 17. Insure all designs comply with Appendix A, "Preliminary Engineering/Construction Engineering" to be performed under the direct supervision of a Registered New Mexico Professional Engineer and/or Registered New Mexico Architect, as required by NMSA 1978, §§ 61-23-21 and 61-15-1.
 18. Comply with Appendix D, "Survey and Right of Way Acquisition Requirements," which is hereby incorporated in this Agreement.
 19. Comply with Appendix E, "Construction Phase Duties and Obligations," which is hereby incorporated in this Agreement, for construction projects.
 20. Submit all required environmental documents to the Department's Environmental Design Division. The Department shall coordinate all activities related to environmental certifications through the FHWA.
 21. Warrant, covenant, and agree that the County will comply with conditions and terms contained in Appendices A through F-2. The County will perform any and all applicable obligations contained herein.
 22. Complete the environmental process as described in the Department's Tribal/Local Government Agency Handbook and in accordance with state and federal guidelines and regulations including the National Environmental Policy Act (NEPA), FHWA Technical Advisory T 6640.8, 23 CFR Part 771, and guidance for preparing environmental documents. This effort includes, but will not be limited to:
 - a. A Location Corridor Study (if applicable) as described in Appendix B. Initiate and cause to be prepared, an Initial Corridor Analysis Report "Phase A Report," a Location Study Report "Phase B Report," and the appropriate level of environmental documentation "Phase C";
 - b. Submittal of a scope of work to the Department's Environmental Design Division to determine the level of effort needed for completing the environmental certification process;
 - c. Conducting a cultural resources survey if required, and submitting the cultural resources survey report to the Department's Environmental Design Division for

review and submittal to SHPO. The survey will be conducted and the report will be prepared in accordance with the Department's Guidelines for Cultural Resource Investigations;

- d. Conducting and documenting hazardous materials investigations according to the Department's Environmental Geology Bureau's Hazardous Materials Assessment Handbook. The appropriate environmental documents will be prepared by a qualified environmental professional, as defined in 40 CFR Part 312, and submitted to the Department's Environmental Geology Bureau for review;
 - e. Conducting and documenting the appropriate public notifications and public involvement activities;
 - f. Submittal of appropriate and acceptable NEPA documents prepared by a qualified environmental professional to the Department's Environmental Design Division for review and certification. "Acceptable" means documents that meet the criteria specified in the Department's Tribal/Local Government Agency Handbook; and,
 - g. Produce and distribute to regulatory agencies and interested parties the appropriate number of copies of environmental documents.
23. Comply with **Appendix H-1** if the Project involves lighting and/or highway lighting.
 24. Comply with **Appendix H-2** if the Project involves signal(s) and/or highway signal(s).
 25. Shall register with www.ccr.gov and DUNS and provide such information to the Department as well as the total compensation and names of the County's top five executives to comply with the Federal Funding Accountability and Transparency Act of 2006.
 26. If the County has received a combined \$500k in Federal Funding, which under OMB Circular A-133 requires the County to have a single audit performed, the County must provide the Department a copy of the most recent completed audit report before the start of work.
 27. Submit Annual and Final Evaluation Reports as described in Section Twenty Two and hereby incorporated in this Agreement as Appendix J.

SECTION FIVE: DEPARTMENT SHALL

1. Assign a representative to provide technical assistance to develop, monitor and oversee the project.
2. Provide copies of environmental guidelines, Location Corridor Study Procedures, laws, and regulations, as requested.
3. Review NEPA and related environmental documentation for appropriate level of effort and acceptability.
4. Transmit NEPA documents to the FHWA for review and approval.
5. Review cultural resource technical reports and coordinate consultation between FHWA and the State Historic Preservation Officer.
6. Review hazardous material investigation deliverables to ensure they are ASTM- and NMDOT-compliant.
7. Review required certification documents for completion prior to requesting obligation of federal funding. Review of documents by the Department does not relieve the County or its consultants of their responsibility for errors and omissions.

SECTION SIX: BOTH PARTIES AGREE

Upon termination of this Agreement, the County shall account for any remaining property, materials or equipment that belongs to the Department, and dispose of it as directed by the Department.

SECTION SEVEN: PROJECT RESPONSIBILITY

The County is solely responsible for ensuring that the Project is carried out to completion. The improvements and services required under this Agreement shall remain the full responsibility of the County, unless stated otherwise in **Appendices H-1 and H-2**.

SECTION EIGHT: COUNTY SOLE JURISDICTION

The Department is not incorporating this Project into the State Highway System. After the completion of this Agreement, ownership of the project shall remain with the County.

SECTION NINE: LEGAL COMPLIANCE

The County shall comply with all applicable federal, state and local laws and regulations, and applicable Department policies in the performance of this Agreement. These laws include, but are not limited to: FHWA memorandums; Authorization to proceed and project monitoring at 23 CFR Part 630.106; Agreement provisions at 23 CFR Part 630.112; Project approval and oversight at 23 U.S.C. § 106 [as amended by SAFETEA-LU section 1904]; Single Audit Act Amendments of 1996 (P.L. 104-156)/OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations; Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, 49 CFR Part 18; Titles VI and VII of the Civil Rights Act of 1964 and related statutes; Disadvantaged Business Enterprise Program, 49 CFR Part 26; External Equal Opportunity/Contractor Compliance Program, including On-the-Job training requirements, 23 CFR Part 230; the Americans with Disabilities Act, 42 §§ 12101-12213 and 28 CFR Parts 35 and 36; the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of Public Law 110-252; 2 CFR Part 170; and 2 CFR Part 25.

Additionally, the County shall comply with all applicable federal, state and local laws and regulations governing environmental issues, workplace safety, employer-employee relations and all other laws and regulations governing operation of the workplace. The County shall ensure that the requirements of this compliance are made a part of each contract and subcontract on this Project at all tiers.

SECTION TEN: FEDERAL GRANT REPORTING REQUIREMENTS

Under the Federal Funding Accountability and Transparency Act, the DEPARTMENT is required to report on projects or activities, which are awarded federal grants of \$25,000 or more. This information will be made available to the public on www.USASpending.gov.

The type of information the DEPARTMENT is required to report includes:

1. Name of SUBGRANTEE receiving the award;
2. Amount of Award;
3. Funding Agency;
4. NAICS code for contracts or the Catalog of Federal Domestic Assistance program number for grants;

5. Program source;
6. Award title descriptive of the purpose of the funding action;
7. Location of the SUBGRANTEE, which includes the Congressional District;
8. Place of performance of the program or activity, which includes the Congressional District;
9. Unique identifier – DUNS -- of the SUBGRANTEE and its parent organization, if one exists; and,
10. Total compensation and names of the top five executives of the SUBGRANTEE. This information is required, if the SUBGRANTEE in the preceding year received eighty (80) percent or more of its annual gross revenues in federal awards, which exceeds \$25 million annually, and the public has no access to this information under the Securities Exchange Act or the Internal Revenue Code.

The DEPARTMENT will extract as much information as possible from the SUBGRANTEE'S grant application and standard reports. As specified in Section Four, Paragraph 28, the SUBGRANTEE will be required to provide the total compensation and names of the SUBGRANTEE'S top five executives, if applicable, and shall register with www.ccr.gov and DUNS and provide that information to the DEPARTMENT.

More information on the Transparency Act may be located via the following links: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>; and, <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

SECTION ELEVEN: DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM OBLIGATIONS

1. **DBE Goal Setting** – In accordance with 49 CFR Part 26, The Department establishes an overall state DBE goal tri-annually. In the event the Department assigns a project specific DBE goal, the County is required to meet that goal through its contractors or demonstrate good faith efforts. The County shall ensure that DBE provisions and goals are included in its invitations to bid and resulting contracts. DBE payment and utilization information shall be tracked through the B2Gnow software.
2. **Record Keeping Responsibilities** – The County shall appoint a DBE liaison officer and assure that its officer completes and submits required Program forms and information to the Department's Office of Equal Opportunity Programs (OEOP). The OEOP can be contacted as follows:

New Mexico Department of Transportation
OEOP
Aspen Plaza, Suite 107
1596 Pacheco Street
Santa Fe, New Mexico 87505
Phone: 1-800-544-0936 or 505-827-1774
Fax: 505-827-1779

3. **Sanctions** – Compliance with the DBE provisions is mandatory. Failure to comply will be treated as a violation of this Agreement. Furthermore, if the County fails to comply with the DBE provisions, the Department may impose sanctions as provided in 49 CFR Part 26

and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801, et seq.).

SECTION TWELVE: ON-THE-JOB TRAINING (OJT) PROGRAM OBLIGATIONS

1. OJT Goal Setting – In the event the Department assigns a project specific OJT goal, the County is required to meet that goal through its contractors. If a project specific goal is assigned, the County shall include the Department's On The Job Training Program and Special Provisions (January 1, 2012) in the County's Invitation to Bid and resulting contracts. The County shall also ensure that an OJT Plan and Training Schedule is provided to the Department at the pre-construction conference.
2. Record Keeping Responsibilities – The County is responsible to appoint or have its prime contractor appoint an OJT liaison officer who is responsible for ensuring compliance with the OJT goal, plan and training schedule. OJT compliance efforts will be reported to the Department's Project Manager and tracked through the LCPtracker software.
3. Sanctions – Compliance with the OJT provisions is mandatory. Failure to comply with the OJT provisions shall be treated as a violation of this Agreement. Further, if the County fails to comply with the OJT provisions, the Department may impose sanctions and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801, et seq.).

SECTION THIRTEEN: EQUAL EMPLOYMENT OPPORTUNITY (EEO) AND TITLE VI PROGRAM OBLIGATIONS

1. County Assurances – Each contract the County enters into with a construction contractor, design consultant, other consultant or recipient on a project assisted by the United States Department of Transportation (DOT), and any subcontract thereto, shall include the assurances contained in Appendix G, G-1, G-2 and G-3:
2. The County shall sign and submit the attached Appendix G (Equal Employment Opportunity (EEO) and Title VI Program Recipient Assurances) to the Department's Office of Equal Opportunity Programs as identified within the Appendix. By signing Appendix G, ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof to the County.
3. The County shall require recipients to sign and submit the attached Appendix G (Equal Employment Opportunity (EEO) and Title VI Program Recipient Assurances) to the Department's Office of Equal Opportunity Programs as identified within the Appendix for each contract the County enters into with a construction contractor, design consultant, other consultant or recipient on a DOT-assisted project, and any subcontract thereto.

SECTION FOURTEEN: THIRD PARTY BENEFICIARY CLAUSE

No provision of this Agreement creates in the public, or any member thereof, a third-party beneficiary nor authorizes anyone not a party to the Agreement to maintain a suit for wrongful death, bodily and/or personal injury to person, damage to property, and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

SECTION FIFTEEN: NEW MEXICO TORT CLAIMS ACT

No provision of this Agreement establishes any waiver of immunity from liability for alleged tortious conduct of any employee of the Department or the County arising from the performance of this Agreement apart from that set forth in the New Mexico Tort Claims Act, NMSA 1978, §§ 41-4-1, et seq.

SECTION SIXTEEN: OFFICE OF INSPECTOR GENERAL REVIEWS

The County shall provide to all bidders the reporting and oversight requirements that they are bound to from the time of bid submission. The following provisions must be included in all prime contracts, subcontracts, and other contracts for services for a federally-funded project.

- a. **Inspector General Reviews.** Any Inspector General of a federal department or executive agency shall review, as appropriate, any concerns raised by the public about specific investments using federal funds. Any findings of such reviews not related to an ongoing criminal proceeding shall be relayed immediately to the head of the department or agency concerned.
- b. **Access of Offices of Inspector General to Certain Records and Employees.** With respect to each contract or grant awarded using federal funds, any representative of an appropriate Inspector General appointed under the Inspector General Act of 1978, 5 U.S.C. App. §§ 3 or 8G, is authorized to examine any records of the contractor or grantee, any of its subcontractors or sub-grantees, or any state or local agency administering such contract, that pertain to, and involve transactions relating to, the contract, subcontract, grant, or sub-grant; and to interview any officer or employee of the contractor, grantee, sub-grantee, or agency regarding such transactions.
 - i. Allow access by the Government Accountability Office Comptroller General and his representatives to examine any records of the contractor or any of contractor's subcontractors, or any state or local agency administering such contract that directly pertain to, and involve transactions relating to, the contract or subcontract.
 - ii. Allow the Comptroller General and his representatives to interview any officer or employee of the contractor or any of contractor's subcontractors, or of any state or local government agency administering the contract, regarding such transactions.
 - iii. Nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an Inspector General.
- c. **New Mexico Department of Transportation/Office of Inspector General as specified in New Mexico State Transportation Commission Policy Number 30 (CP-30), dated June 2006, has the authority to carry out all duties required. The duties are the same as those specified in Federal Law: Office of Inspector General, 23 U.S.C. §302 (the capability to carry out the duties required by law); 23 U.S.C. §112 (contracting for engineering and design services); the review of Federal-aid construction contracts references; 23 U.S.C. § 106 (project approval); 23 U.S.C. § 112 (letting of contracts); 23 U.S.C. § 113 (prevailing rate of wage); 23 U.S.C. § 114 (construction); 23 CFR Parts 635 and 636 (design build); 23 CFR Part 637 (construction inspection approval); the State Departments of Transportation are responsible for ensuring that all federal-aid projects are carried out in accordance**

with federal requirements. This responsibility was specifically clarified in 23 U.S.C. § 106, as amended by Section 1904(a) of the Safe, Accountable, Flexible, and Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU, Public Law 109-59).

SECTION SEVENTEEN: ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS

There shall be strict accountability for all receipts and disbursements. The County shall maintain all records and documents relative to the Project for five years after completion. Project files should be kept in accordance with the Department's "Office Procedures Manual (December 2009 Edition)." The County shall furnish the Department, State Auditor, or appropriate Federal Auditors, upon demand, any and all records relevant to this Agreement for auditing purposes. If an audit determines that a specific expense was inappropriate or not related to the Project, the County shall reimburse that portion to the Department within thirty days of written notification. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense identified shall be reimbursed to the Department within thirty days of written notification.

SECTION EIGHTEEN: APPROPRIATION

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the State Legislature, or the Congress of the United States, if federal funds are involved. If sufficient appropriations and authorizations are not made, this Agreement shall terminate upon written notice given by the Department to the County. The Department is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, obligated by FHWA, encumbered, and approved for expenditure by the Department. The Department's decision as to whether its funds are sufficient for fulfillment of this Agreement shall be final.

SECTION NINETEEN: TERMS OF THIS AGREEMENT

This Agreement constitutes the entire Agreement between the Parties. Any claimed covenant, term, condition, warranty or promise of performance not expressly included in this document or its amendments, is not part of this Agreement and not enforceable pursuant to this Agreement. Performance of all duties and obligations herein shall conform with and shall not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

SECTION TWENTY: TERMINATION

1. This Agreement shall terminate on September 30, 2015. Neither party shall have any obligation after said date except as stated in Section Seven.
2. The Department may terminate this Agreement if the funds identified in Section Two have not been contractually committed between the County and a contractor within one year from the date the funds have been authorized by the FHWA.
3. The Department will review inactive projects on a quarterly basis. An inactive project is a project for which no expenditures have been charged against federal funds for the past 12 months.
4. If the Department determines a project to be inactive, the Department may, as directed by FHWA, redirect the unexpended balance pursuant to 23 CFR Part 630.106.
5. The Department may, at its option, terminate this Agreement if the County fails to comply with any provision of this Agreement. By such termination, neither party may nullify

obligations already incurred for performance or failure to perform prior to termination of the Agreement.

SECTION TWENTY ONE: SEVERABILITY

In the event that any portion of this Agreement is determined to be void, unconstitutional, or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect.

SECTION TWENTY TWO: REPORTING AND EVALUATION

The «CityCounty» must submit an original Annual Evaluation Report and Final Evaluation Report to the Federal Highway Administration, New Mexico Division Office for TCSP funding only. The «CityCounty» must submit a copy of the Annual Evaluation Report and Final Evaluation Report to the Federal Highway Administration, Office of Planning, HEPP-20. A sample template of the Annual and Final Evaluation report is described in Appendix J. The Catalog of Federal Domestic Assistance number for this project is 20.205.

Federal Highway Administration
New Mexico Division Office
4001 Office Court Drive
Suite 801
Santa Fe, NM 87507

Federal Highway Administration
Office of Planning, HEPP-20
400 7th Street SW
Room 3301
Washington, DC 20590

The Report Schedule for this Grant is as follows:

Period Report Covers	Report is Due
Annual Report	90 days after the fiscal year (September 30th)
Final Report	90 days after the project is completed

SECTION TWENTY THREE: AMENDMENT

This Agreement shall not be altered, modified, supplemented, or amended except by an instrument in writing and executed by the Parties.

In witness whereof, the Parties have set their hands and seal the day and year set forth below.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____
Kathryn E. Bender, Deputy Secretary
Programs & Infrastructure

Date: _____

**REVIEWED AND APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY THE
DEPARTMENT'S OFFICE OF GENERAL COUNSEL**

By: Gynda A. Chant
Assistant General Counsel

Date: 2-14-13

COUNTY OF SANTA FE

 _____
Chairman of County Commission

Date: _____

ATTEST
 _____
By: _____
County Clerk

Date: _____

APPROVED AS TO FORM BY THE COUNTY ATTORNEY

By: Rebecca D. [Signature]
County Attorney 3/6/13

Date: 3/4/13

FEDERAL HIGHWAY ADMINISTRATION

By: _____

Date: _____

APPENDIX A

Preliminary Engineering/Construction Engineering

1. The County may select design consultants for studies and preliminary engineering and construction engineering. Preliminary Engineering/Construction Engineering, consultant selection procedures shall be in accordance with 23 CFR Part 172 and the State Procurement Code, NMSA 1978, §§ Chapter 13-1-1 et. seq. If the County is a Home Rule City, their Procurement Code shall be followed.
2. Costs incurred for Preliminary Engineering/Construction Engineering may be reimbursed if funding for design is stipulated in Section Two of the Project Agreement, programmed into the Statewide Transportation Improvement Program (STIP), authorized and obligated under the design phase, and comply with applicable provisions listed in paragraph 1 above.
3. On occasion, state funds are used for the design of a federal aid construction project. Stand-alone projects funded with these monies, such as Municipal Arterial Program, Severance Tax, or General Fund are normally certification projects that require minimal oversight by the Department. If state funds are used for preliminary engineering for a federal aid construction project, the associated Request for Proposals and Architectural/Engineering Contracts must follow the same procedures as if federal funds were being used.
4. Engineering consultants shall prepare a final fee estimate of any work to be performed, indicating each element or task with estimated personnel-hours and associated unit costs. The County shall keep this on file for five years.
5. Requests for Proposals (RFP) for federally funded professional engineering services shall be reviewed and approved by the Department's Regional Division Manager or Designee before it is advertised. After approval, the County can advertise the RFP and can enter into a contract with the consultant pursuant to the Department's Consultant Services Procedures Manual or their own procedures that comply with 23 CFR Part 172. After the contract is in place the FHWA will authorize the federal funds. If the County uses their own funds for design or construction engineering, no approvals for the consultant selection or process are required.
6. Reimbursements to the County for preliminary engineering or construction engineering will be made in accordance with reimbursement provisions of this Agreement, and based upon appropriate, timely submittals by the County of Appendix F-1, and compliance with applicable provisions listed in Appendix A of this Agreement. Costs incurred prior to FHWA authorization require additional justification pursuant to 23 CFR Part 1.9.
7. The County's Project Manager shall keep the Department's Regional Division Manager and Assistant District Engineer or their respective Designees apprised of the Project's progress and important issues as well as forward to them all pertinent correspondence in a timely manner.
8. The County shall invite the FHWA Area Engineer, Department's Regional Division Manager, Assistant District Engineer, and Construction Liaison Engineer to participate in any design reviews, pre-construction conference and any pre-paving and partnering meetings.

APPENDIX B

Location Corridor Study Guidelines The County shall:

1. Be responsible for the Location Corridor Study, preliminary design, environmental documentation, and preliminary right of way activities.
2. Agree to comply with the Department's Location Study Procedures, Phases A, B, and C.
 - a. **PHASE A – INITIAL CORRIDOR STUDY**
Determine the need for the project, define the full range of viable alternates, identify social, economic, environmental constraints, and select the most practical alignments for further study.
 - b. **PHASE B – DETAILED ALTERNATE EVALUATION**
Refine alternate alignments and generate feasible designs for each alternate at a conceptual level and provide adequate detailed information to serve as a basis for the preparation of the environmental documentation and the selection of the final alternate.
 - c. **PHASE C – ENVIRONMENTAL DOCUMENTATION**
Complete the environmental documentation process, subsequent circulation and public hearing procedures in accordance with the action plan and federal requirements.
3. Initiate and ensure the reports detailed in Number 2 above are prepared.
4. Require its Engineering Consultant to prepare a final fee estimate of the work to be performed, indicating each element or task with estimated personnel-hours and associated unit costs. The County shall keep this on file for a minimum of five years.
5. Secure the Department's approval of the reports detailed in Number 2 above. The Department shall coordinate all related activities through the FHWA.

APPENDIX C

Design Standards

I. Roadway Projects (paving, landscaping, parking lots, etc.)

1. Project design shall comply with all federal and state laws and regulations, including but not limited to the Americans with Disabilities Act, New Mexico Department of Transportation-Pedestrian Access Details and NMSA 1978 §§ 67-3-62 67-3-64.
2. New construction or reconstruction of pavement shall have, at a minimum, a 20-year-life. Rehabilitation of pavement shall have, at a minimum, a 10-year-life.
3. The Department's Standard Specifications for Highway and Bridge Construction, 2007 edition "Orange Book," shall be used for projects on the State Highway System and the National Highway System and on supplemental specifications.
4. The following documents shall be used as a minimum, in the design of this Project and for projects on the State Highway System or the National Highway System. Current New Mexico American Public Works Association (APWA) or the County standards may be used on County facilities. Asterisk (*) items shall be used on all roadway projects:
 - *a. FHWA Manual on Uniform Traffic Control Devices, 2009 edition;
 - b. AASHTO A Policy on Geometric Design of Highways and Streets, 2004 edition "Green Book;"
 - c. AASHTO Guide for the Development of Bicycle Facilities, 1991 edition;
 - d. Department's Regulations for Driveway and Median Openings on Non-Access Controlled Highways, 2001;
 - e. Department's Urban Drainage Design Criteria;
 - f. Department's Geotechnical Manual, September 1990;
 - *g. Department's Tribal/Local Government Agency Handbook, latest edition;
 - h. Department's Hazardous Materials Assessment Handbook, latest edition;
 - *i. Department's Location Study Procedures, August 2000;
 - *j. Department's Right of Way Handbooks, May 2005;
 - *k. Department's Right of Way Mapping Development Procedures, latest edition;
 - *l. AASHTO Guide to Design of Pavement Structures, latest edition;
 - *m. Department's Pedestrian Access Details (NMDOT-PAD), latest edition; and
 - *n. Department's New Mexico State Access Management Manual (SAMM), 2001.

APPENDIX C

II. Architectural Projects (Transportation Related Buildings, etc.)

1. Project design shall comply with all federal and state laws and regulations, including but not limited to the Americans with Disabilities Act, the Americans with Disabilities Accessibility Guidelines, and NMSA 1978 §§ 67-3-62 67-3-64.
2. New construction or reconstruction of structure(s) or artwork shall have, at a minimum, a 20-year-life. Rehabilitation of structure(s) or artwork shall have, at a minimum, a 10-year-life.
3. The Local International Building Code, electrical code, plumbing code or federal or state codes shall be used, as applicable, for design, construction or rehabilitation project(s).
4. The following documents shall be used, as a minimum, in the design of this Project and for projects on the State Highway System or the National Highway System. Current New Mexico APWA or the County standards may be used on County facilities. Asterisk (*) items shall be used on all architectural projects:
 - *a. FHWA Manual on Uniform Traffic Control Devices, 2009 edition;
 - b. American Association of State Highway and Transportation Officials (AASHTO) A Policy on Geometric Design of Highways and Streets, 2004 edition "Green Book;"
 - c. AASHTO Guide for the Development of Bicycle Facilities, 1991 edition;
 - d. Department's Regulations for Driveway and Median Openings on Non-Access Controlled Highways, 2001;
 - e. Department's Urban Drainage Design Criteria;
 - f. Department's Geotechnical Manual, September 1990;
 - g. Department's Hazardous Materials Assessment Handbook, latest edition;
 - *h. Department's Location Study Procedures, August 2000;
 - *i. Department's Right of Way Handbooks, May 2005;
 - j. Department's Right of Way Mapping Development Procedures, latest edition;
 - k. AASHTO Guide to Design of Pavement Structures, latest edition;
 - *l. 2006 New Mexico Commercial Building Code;
 - *m. 2006 New Mexico Plumbing Code;
 - *n. 2006 New Mexico Mechanical Code;
 - *o. 2008 New Mexico Electrical Code;
 - p. U. S. Department of Interior, National Park Service Preservation Assistance Division, Standards for Rehabilitation and Guidelines for Rehabilitation Historic Buildings, 1983 edition;
 - *q. Department's Pedestrian Access Details (NMDOT-PAD), latest edition; and,
 - *r. Department's New Mexico State Access Management Manual (SAMM), 2001.

APPENDIX D

Survey and Right of Way Acquisition Requirements

1. All Department Right of Way Handbooks, particularly Volume VII Tribal/Local Government Agency (T/LGA), shall be adhered to for all right of way operations, including title search, property survey, right of way mapping, appraisal, appraisal review, acquisition (including donations), relocation, and right of way certification. *Only qualified personnel may undertake right of way functions.* The County's staff or consultants may not perform any right of way functions unless the following conditions are first met:
 - a. The County submits to the Department's Right of Way Bureau a listing of persons proposed to perform the individual right of way functions, along with their qualifications reflecting right of way experience and training.
 - b. The County submits the name of a contact person for right of way functions and submits a progress schedule for said activities.Upon written request from the County, the Right of Way Bureau will supply the names of the right of way contractors currently doing business with the Department. Right of way functions performed prior to making the above submittals will jeopardize federal funding for this Project.
2. All right of way surveying, mapping, and monumentation shall be performed by a licensed professional surveyor experienced in right of way projects and shall conform with the Minimum Standards for Surveying in New Mexico adopted by the New Mexico State Board of Registration for Professional Engineers and Surveyors in February, 1994, as provided in NMSA 1978, Sections 61-23-1 to 61-23-32, as amended.
3. Right of way surveying, mapping, and monumentation shall be performed in accordance with the Department's Surveying Manual, the Right of Way Mapping Development Procedures, latest edition, and subsequent Department guidelines, policies, and procedures. Right of way maps and documents must be 100% complete prior to review by the Department's Lands Engineering Section. Information, additional guidance, and early assistance can be obtained from the Lands Engineering Section Supervisor at (505) 827-5420. Early contact is recommended in order to facilitate and expedite the right of way acquisition process.
4. Title reports shall be obtained and prepared to meet Department format and standards for all affected right of way parcels. Title reports shall be submitted to the Lands Abstracting Unit of the Right of Way Bureau for review prior to the final right of way map submittal according to the Right of Way Acceptance Plan (Volume VII) Tribal/Local Government Agency. Non-compliance with the state and/or federal requirements may result in loss of project funds.
5. Appraisals shall not begin until the Department approves the right of way maps. The County or contracted (fee) appraisers shall not be used prior to making the submittals in paragraph one above.
6. All real property appraisals shall be developed and reported in accordance with the right of way regulations, policies, and procedures of the Department, and the Uniform Standards of Professional Appraisal Practice (USPAP) and where federal funds are involved, 49 CFR Parts 103 and 104. All appraisal and appraisal review actions are subject to Department and FHWA review (see Right of Way Acceptance Plan). Non-compliance with state, federal and/or USPAP requirements may result in loss of project funds.
7. Before the initiation of negotiations, the County shall, through a proper appraisal, establish an amount which it believes is just compensation for the real property to be acquired. The

APPENDIX D

County shall not utilize the same individual/firm to conduct both the appraisals and the appraisal reviews. Upon the completion of the acquisition function, the County shall inform the Acquisition Unit Supervisor and schedule an on-site review of the work. The Department will review the work to render an opinion as to the apparent conformance of the County's work with federal and state statutes and regulations (see Right of Way Acceptance Plan). In the event that a significant amount of the work is found to be unacceptable, no approval of the right of way function will be issued for the Project until the Department is satisfied that the work meets the requirements.

8. The County shall maintain all records and documents relating to the right of way acquisition for a minimum of five years and shall record all transfer of ownership documents with the County Clerk. Department and FHWA personnel shall be provided access to project right of way files upon reasonable notice.
9. The County shall furnish the Department with a written certification (Right of Way Certification) stating that the right of way acquisition (and relocations, if applicable) has been performed in compliance with federal and state laws and regulations.
10. The County shall be responsible for certifying to the Department that all right of way work has been performed according to the required federal and state statutes and regulations.

APPENDIX E

Construction Phase Duties and Obligations

1. The County shall be responsible for all construction engineering; including project supervision, surveying, inspection, and testing. The County shall comply with the Department's Construction Procedures Handbook for Federal-Aid Local Government Projects, the New Mexico Transportation Departments Office Procedures Manual, and Chapter 7 of the Department's Tribal/Local Government Agency Handbook. www.nmshtd.state.nm.us/main.asp?secid=11187
2. The County's general conditions, standard drawings, and specifications may be used if approved by the Department prior to initiating the procurement process.
3. Mix designs, price reduction guidelines, daily production, and test reports shall be pursuant to the Department's or the County's established procedures as approved by the Department, depending on the governing specifications. The American Standard Testing Method equivalents of the American Association of State Highway and Transportation Officials test methods are acceptable. Technician and Training Certification Program (TTCP) procedures are acceptable.
4. The Department's Minimum Acceptance Testing requirements, as identified in the Department's Construction Procedures Handbook for Federal Aid Local Government Projects shall be adhered to, as directed by District lab personnel (Compliance), and as per the following:
 - a. The County's lab personnel or consultant may perform project acceptance testing of materials in accordance with the County's procedures and requirements, if approved by the Department. All test reports shall be available for review by the Department and FHWA (if applicable).
 - b. Independent assurance testing is required and is the sole responsibility of the County and shall be done by an independent lab not responsible for acceptance testing. Periodic independent assurance testing may be conducted by the Department's District personnel to ensure material and construction compliance.
 - c. The Department's District lab personnel shall inspect the County's lab, or the consultant's lab if a consultant is used for project acceptance testing, independent assurance testing, aggregate source acceptance, and concrete mix designs, relative to equipment and procedures used by the County and/or their consultant.
 - d. The County's Engineer shall certify that all materials incorporated into the project meet or exceed the specification requirements. The Department's District Engineer, in turn, shall certify projects to FHWA (if applicable) based on the County's certification.
 - e. Upon request, the Department's Assistant District Engineer or representative shall furnish copies of the Minimum Acceptance Requirements for federal aid projects to the County for guidance at the pre-construction conference.
 - f. All personnel doing sampling and testing for Acceptance/Independent Assurance on federally funded projects shall be certified by the Technical Training and Certificate Program pursuant to the TTCP Manual.
5. The County Engineer shall certify with each reimbursement request that the Certificates of Compliance are on file with the County Engineer's Office, for products and materials incorporated into the Project and for the quantities shown on the progress payment estimate. The Department may periodically conduct an audit of the Certificates of Compliance pursuant to Section 106.4 of the Department's Standard Specifications. Department

APPENDIX E

- personnel may occasionally check the County's procedures for handling of all Certificates of Compliance.
6. The County Engineer shall certify with each reimbursement request that the items shown on the estimate have been completed in accordance with the contract requirements.
 7. The Department may periodically audit the County's source documents for each project. The Department's established guidelines shall be used to prepare the Source Document Books. Department or FHWA (if applicable) personnel may periodically review the County's procedures for documentation.
 8. Change Orders:
 - a. Changes to conform to the field conditions may be warranted; however, these changes shall be discussed with and approved by the Department prior to implementation, in accordance with the Department's Change Order Procedures. The change order shall be submitted soon thereafter to the Project Manager. All decreases/increases shall be documented on factor sheets, which may be obtained from the Department and attached to the change order. No payment shall be made for additional quantities until the Department approves the change orders.
 - b. "Extra Work" for which there is no unit bid price shall be negotiated and the price shall be supported by a cost breakdown, the Department's average unit bid price, or the County's average unit price list on comparable projects. "Extra Work" shall not be performed unless approved by the Department and approved by FHWA, if participation is requested. If, "Extra Work" cannot be negotiated by the preceding manner, then the contractor may be required to do similar work on a "Force Account" basis as per the Department's specifications.
 - c. Change orders for non-participating work shall be submitted to the Department for review and approval. If the work impacts the scope of work, contract time in excess of pro-rated time, and/or additional contracted funds, it shall require Department approval.
 9. The Department shall assign personnel to assist the County in complying with the procedures and stipulations contained herein.
 10. The County shall identify a Project Manager to the Department as the single point of contact and shall be in charge of the Project.
 11. The County's Project Manager shall keep the Department's Assistant District Engineer or Designee routinely apprised of the Project's progress and important issues concerning the Project, and send copies of all pertinent correspondence to the Department's Assistant District Engineer on a monthly basis.

APPENDIX F-1

Certification of Pre-Construction Phase

Control No. S100220

I, _____, in my capacity as _____ of _____ do hereby certify with reference to the aforementioned Project Control Number as follows:

1. That the County has complied with all applicable terms, conditions and certification requirements of this Agreement.
2. That the County has completed environmental coordination and obtained Department and FHWA approval of the Environmental, Right of Way, Utility, Railroad, and ITS documents and completed the consultation process with the State Historic Preservation Officer as required by law. Furthermore, the County has complied with Section Four of the Agreement.

COUNTY OF SANTA FE

By: _____ Date: _____
Chairman of County Commission or designee

When complete, please send APPENDIX F-1 and F-2 to:
Margaret Haynes P.E., Project Development Engineer
NMDOT North Regional Division
P.O. Box 1149, Room 203
Santa Fe, NM 87504

APPENDIX G

Title VI Nondiscrimination Assurances For FHWA Recipients

The (Title of Recipient) (hereinafter referred to as the "Recipient") HEREBY AGREES THAT as a condition to receiving any Federal financial assistance from the Department of Transportation (the Federal Highway Administration), it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the Act), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations (CFR), Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes – Implementation and Review Procedures (hereinafter referred to as the Regulations) and other pertinent nondiscrimination authorities and directives, to the end that in accordance with the Act, Regulations, and other pertinent nondiscrimination authorities and directives, no person in the United States shall, on the grounds of race color, or national origin, sex (23 USC 324), age (42 USC 6101), disability/handicap (29 USC 790) and low income (Executive Order 12898) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the Department of Transportation, including the Federal Highway Administration, and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this Agreement. This assurance is required by Title 49 Code of Federal Regulations, subsection 21.7(a)(1) and Title 23 Code of Federal Regulations, section 200.9(a) (1) of the Regulations, copies of which are attached.

More specifically and without limiting the above general assurance, the Recipient hereby gives the following specific assurances with respect to its (Name of Appropriate Program):

1. That the Recipient agrees that each "program" and each "facility as defined in 49 CFR subsections 21.23(e) and (b) and 23 CFR 200.5(k) and (g) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.
2. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with all (Name of Appropriate Program) and, in adapted form in all proposals for negotiated agreements:

The (Recipient), in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office the Secretary, Part 21, Nondiscrimination in Federally - assisted programs of the Department of Transportation and Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes, issued pursuant to such Acts, hereby notifies all bidders that it will affirmatively insure that in any contact entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, disability/handicap and low income in consideration for an award.

APPENDIX G

3. That the Recipient shall insert the clauses of Appendix A of this assurance in every contract subject to the Acts and the Regulations.
4. That the Recipient shall insert the clauses of Appendix B of this assurance, 'as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over or under such property.
7. That the Recipient shall include the appropriate clauses set forth in Appendix G-3 of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Recipient with other parties: (a) for the subsequent transfer of real property acquired or improved under (Name of Appropriate Program); and (b) for the construction or use of or access to space on, over or under real property acquired, or improved under (Name of Appropriate Program).
8. That this assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the Recipient or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the Recipient retains ownership or possession of the property.
9. The Recipient shall provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he delegates specific authority to give reasonable guarantee that it, other recipients, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations and this assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Recipient Department of Transportation under the (Name of Appropriate Program) and is binding on it, other recipients, subgrantees, contractors, subcontractors, transferees, successors in interest and other participants in the (Name of Appropriate Program). The

APPENDIX G

person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Recipient.

Date: _____ Project Control Number: S100220

Recipient Name: County of Santa Fe

Signature of Authorized Official: _____

Print Name: _____ Title: _____

Phone: _____ E-mail: _____

Appendix G should be signed and mailed to the following:
New Mexico Department of Transportation
OEOP
Aspen Plaza, Suite 107
1596 Pacheco Street
Santa Fe, New Mexico 87505
Phone: 1-800-544-0936 or 505-827-1774
Fax: 505-827-1779

APPENDIX G-1

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap and low income in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap and low income.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the (Recipient) or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the (Recipient), or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the (Recipient) shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding of payments to the contractor under the contract until the contractor complies, and/or
 - b. cancellation, termination or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

APPENDIX G-1

The contractor shall take such action with respect to any subcontract or procurement as the (Recipient) or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the (Recipient) to enter into such litigation to protect the interests of the (Recipient), and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX G-2

The following clauses shall be included in any and all deeds effecting or recording the transfer of real property, structures or improvements thereon, or interest therein from the United States.

(GRANTING CLAUSE)

NOW, THEREFORE, the Department of Transportation, as authorized by law, and upon the condition that the (Name of Recipient) will accept title to the lands and maintain the project constructed thereon, in accordance with (Name of Appropriate Legislative Authority), the Regulations for the Administration of (Name of Appropriate Program) and the policies and procedures prescribed by FHWA, also in accordance with and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation and Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the (Name of Recipient) all the right, title and interest of the Department of Transportation in and to said lands described in Exhibit "G" attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto (Name of Recipient) and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on the (Name of Recipient), its successors and assigns.

The (Name of Recipient), in consideration or the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of race, color, or national origin, sex, age, and disability/handicap, and low income be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on over or under such lands hereby conveyed [and]* (2) that the (Name of Recipient) shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes – Implementation and Review Procedures, and as said Regulations may be amended and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department shall have a right to re-enter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this instruction. *

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX G-3

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by the (Name of Recipient) pursuant to the provisions of Assurance 7(a).

The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes – Implementation and Review Procedures, and as said Regulations may be amended.

[Include in licenses, leases, permits, etc.]*

That in the event of breach of any of the above nondiscrimination covenants, (Name of Recipient) shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [licenses, lease, permit, etc.] had never been made or issued.

[Include in deed.]*

That in the event of breach of any of the above nondiscrimination covenants, (Name of Recipient) shall have the right to re-enter said lands and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of (Name of Recipient) and its assigns.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by (Name of Recipient) pursuant to the provisions of Assurance 7(b).

The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin sex, age, disability/handicap, and low income shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the ground of, race, color, or national origin sex, age, disability/handicap, and low income shall be excluded from participation in, denied the benefits of, or be otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX G-3

Regulations. Department of Transportation, Subtitle A, Office of the Secretary. Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes – Implementation and Review Procedures, and as said Regulations may be amended.

[Include in licenses, leases, permits, etc.]*

That in the event of breach of any of the above nondiscrimination covenants, (Name of Recipient) shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [license, lease, permit, etc.] had never been made or issued.

[Include in deeds]*

That in the event of breach of any of the above nondiscrimination covenants, (Name of Recipient) shall have the right to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of (Name of Recipient) and its assigns.

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX H-1

Lighting and/or Highway Lighting

If the Project involves lighting and/or highway lighting, the County shall:

1. Provide at its own expense, all electrical energy, routine maintenance such as bulb and/or luminaire replacement, and in case of accidental damage to poles or fixtures, replace them with the same brand or equivalent for continued satisfactory operation of said subject lighting system.
2. Make ample future provisions in its budget each year for the cost of maintaining and providing energy to the subject lighting system.
3. Service and maintain the lighting system with its own funds.

If the project involves highway lighting, the lighting improvements and services required to be provided under this Agreement shall remain the full responsibility of the County. The roadway shall remain part of the State Highway System. The Department shall maintain ownership over the state or federal route and shall maintain the route with its own funds.

APPENDIX H-2

Signal(s) and/or Highway Signal(s)

If the Project involves signal(s) and/or highway signal(s), the County shall:

1. Make provisions for and provide, at its own expense, all electrical energy, routine maintenance such as lamp replacement, emergency shutdown in case of accidental damage or equipment failure and make any repairs necessary due to accidental damage to, or equipment failure of, the signal head and poles.
2. In the event that accidental damage or equipment failure should occur, provide for equipment shut down/or emergency traffic control as needed. In addition, should the accidental damage or equipment failure involve the controller (and cabinet) or the loop detection system, promptly notify the Traffic Services Section of the Department.
3. In the event that the traffic signal should be rendered completely inoperable as a result of accidental damage, secure the intersection with stop signs at all approach legs until such time as the traffic signal is made operable.
4. Make ample future provisions in its budget each year for the cost of maintaining and providing energy to the traffic signals and telephone service to the signal system and intersection lighting.
5. At its own expense, maintain the signal controller and control equipment (the "controller") including maintenance of the machine vision vehicle detection system with cameras and emergency vehicle pre-empt system and repair or replace the controller in the event the controller and/or cabinet is damaged or there is an equipment failure.
6. After the installation of the roadway signal system, if any, provide any and all utilities, maintenance, and such other items as may be necessary of continued satisfactory operation of said subject signal system.
7. Make all timing adjustments to the signal control equipment and review the signal system(s) for efficient and satisfactory operation.
8. Obtain approval from the Department for all signal equipment prior to installation.
9. Require the construction contractor to name the Department and the County as an additional insured in the construction contractor's general liability policy.
10. Signal improvements and services required under this Agreement shall remain the full responsibility of the County.
11. Maintain the signal system and all facilities constructed with its own funds.

If the project involves highway signals, the signal system, improvements and services required to be provided under this Agreement shall remain the full responsibility of the County. The roadway shall remain part of the State Highway System. The Department shall maintain ownership over the state or federal route and shall maintain the route with its own funds.

APPENDIX I

CERTIFICATION OF COOPERATIVE AGREEMENT COMPLIANCE/COMPLETION

I, _____, in my capacity as _____ of
_____ do hereby certify as follows:

That the County has complied with all the terms and conditions in the Agreement for
Control Number: S100220

By: _____ Date: _____
Chairman of County Commission or designee

When completed, please send Certification to:

David Quintana, TSE
New Mexico Department of Transportation
District 5
P.O. Box 4127
Santa Fe, NM 87502

APPENDIX J

TCSP Project Reporting Template

Control No: S100220

Location: Santa Fe County Pavement Preservation Program

Project Title: SEAL AND FOG PAVEMENT PRESERVATION TREATMENTS

Sponsor: _____

Key Contact: Name: _____

Address: _____

Phone: _____ Fax: _____

Email: _____

1. **Summary of Project and Anticipated Products**
What are the objectives of the project? What are its intended products and outcomes? How will the project be accomplished? What is the timeframe for completing the project?
2. **Innovative Aspects**
What is unique or innovative about this project? Please consider process issues (e.g., partnerships, planning process, coordination, finance, evaluation, etc.) as well as expected products (e.g., master plan, handbook, implemented project).
3. **Evaluation**
What is the status of the evaluation plan and related activities? What methods are being used to evaluate the grant's accomplishments? What measures of performance are being used? Who is responsible for conducting the evaluation? What is the time schedule for completing the evaluation?
4. **Status and Accomplishments**
What is the current status of the project? What products have been produced? Have the anticipated products and/or outcomes changed compared to what was initially identified in the project application? If so, how and why?
5. **Lessons Learned**
What have been the general reactions to the project? What aspects of the project have been most successful? Have any significant barriers been encountered? If so, how are these barriers being addressed? Have any significant delays occurred compared to the initial anticipated time schedule? If so, what was the reason for these delays?

TCSP Project S100220

Dinkle Rd Section 1

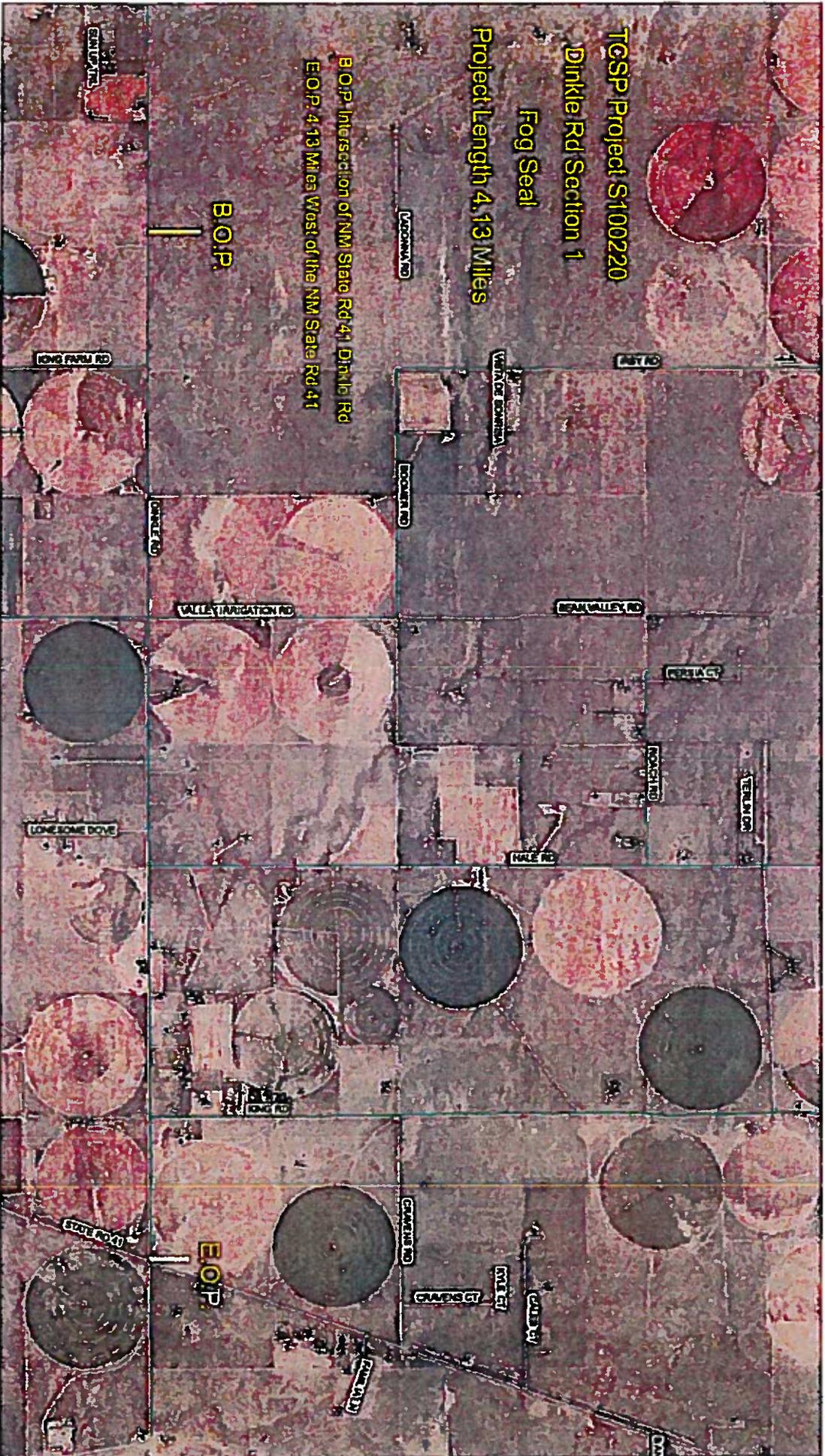
Fog Seal

Project Length 4.13 Miles

B.O.P. Intersection of NM State Rd 41 Dinkle Rd
E.O.P. 4.13 Miles West of the NM State Rd 41

B.O.P.

E.O.P.



TCOSP Project S100220

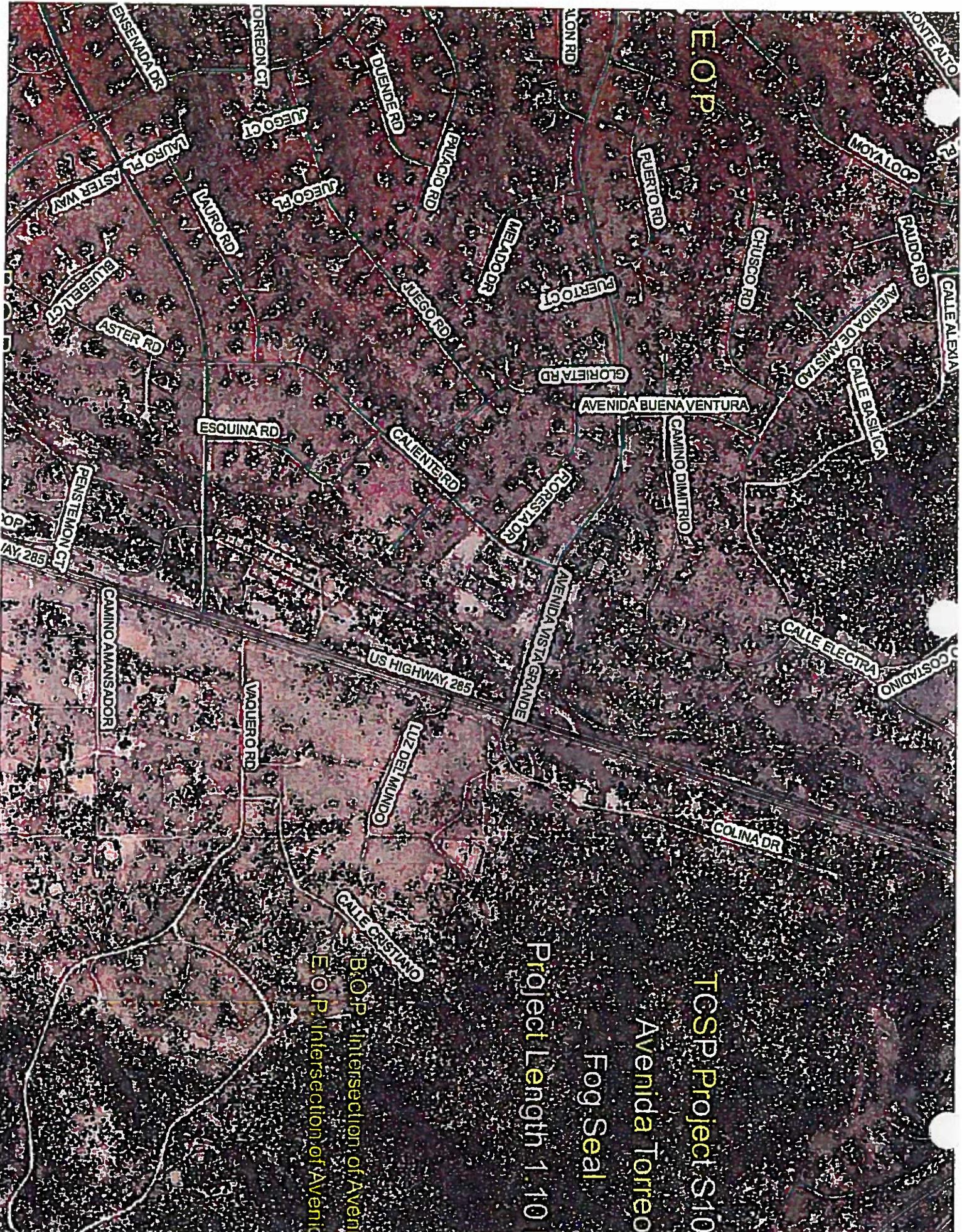
Camino Los Abuelos

Fog Seal

Project Length 9.33 Miles

B.O.P Intersection of State Rd 14 and Camino Los Abuelos
E.O.P Intersection of Camino Los Abuelos and State Rd 47





E.O.P.

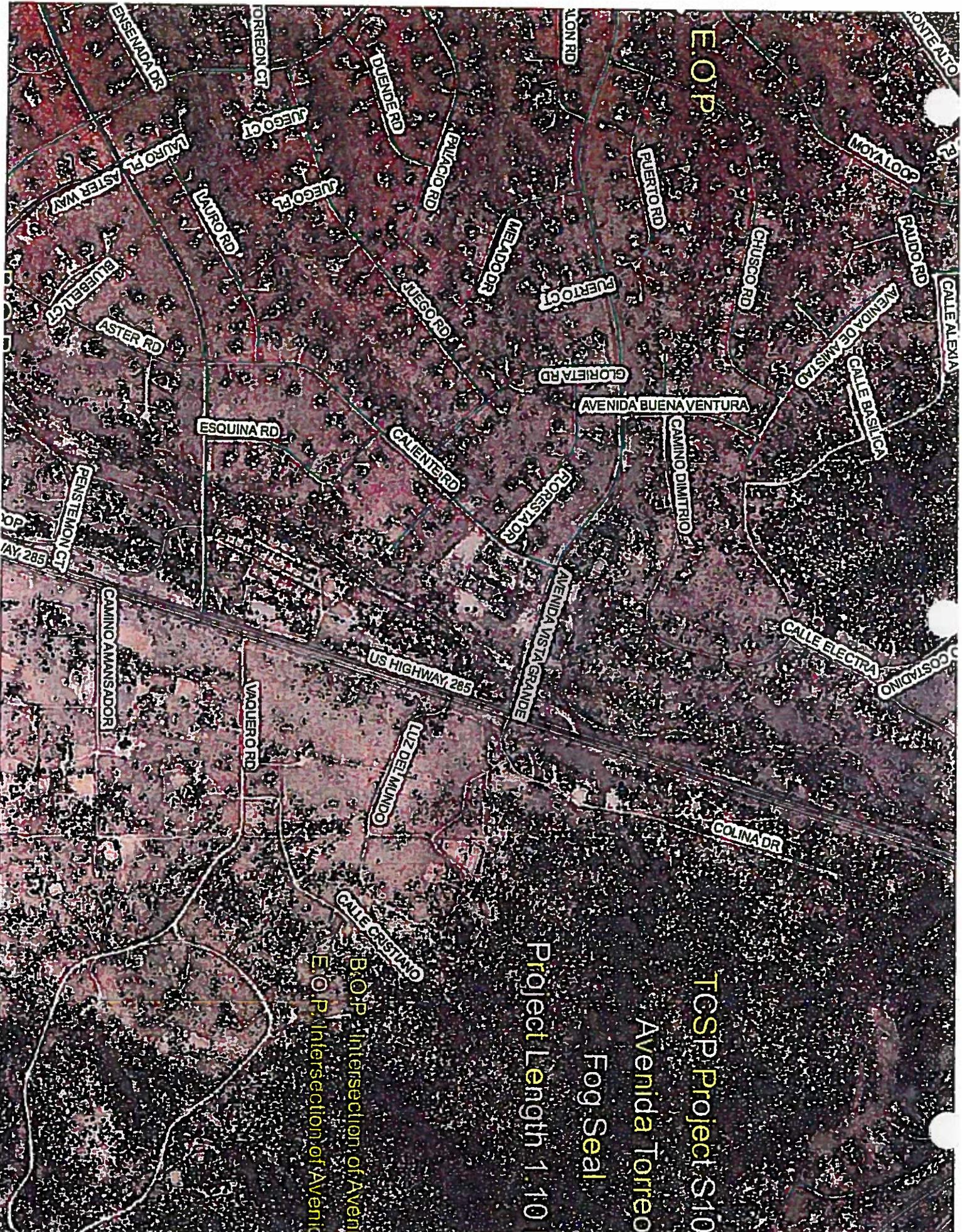
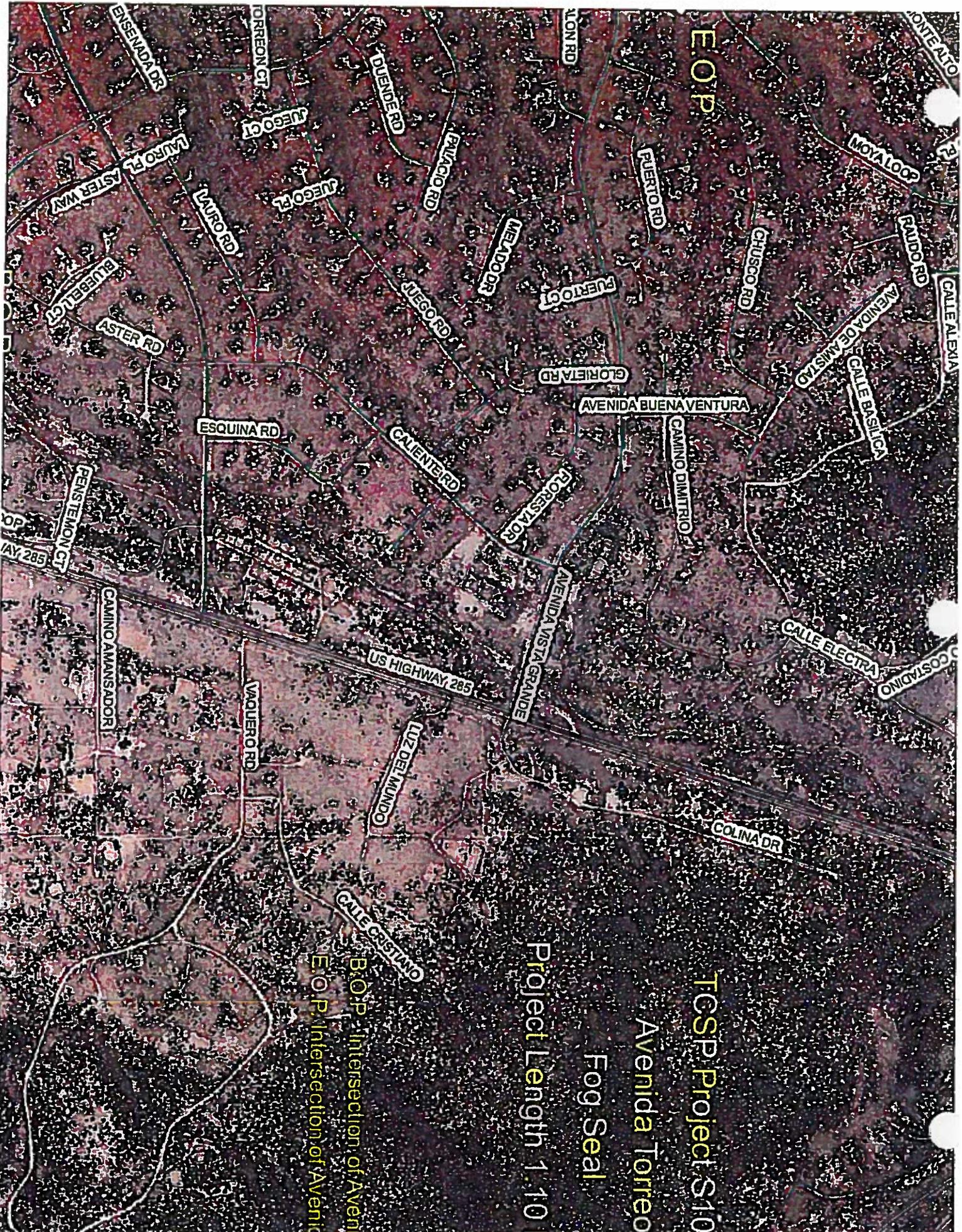
TCSP Project S10

Avenida Torreo

Fog Seal

Project Length 1 101

B.O.P. Intersection of Avenida Buena Ventura





TCSP Project S100220

Encantado Loop

Fog Seal

Project Length: 1.74 Miles

EOP

BOP

BOP Intersection of Encantado Loop and Avenida A: 0
EOP Intersection of Encantado Loop and Encantado Rd



B.O.P.

E.O.P.

TICSP Project S100220
Camino Vista Grande
Chip Seal
Project Length 1.00 Miles

B.O.P. Intersection of Camino Vista Grande and NM State Rd 14
E.O.P. Dead End of Camino Vista Grande

STATE RD 14

CALLE ESMERALDA

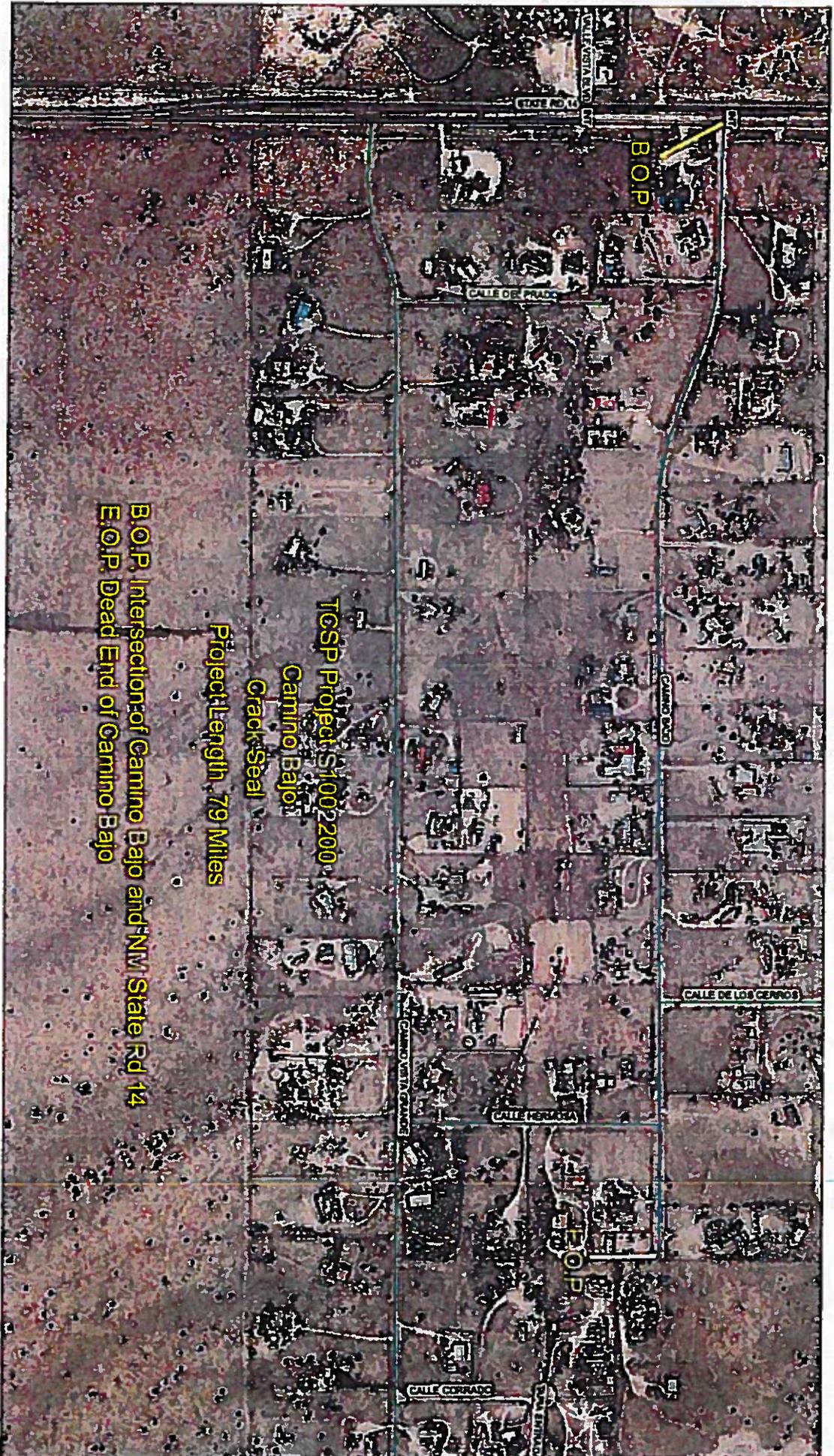
CAMINO GRANDE

CALLE MERCEDA

CAMINO VISTA GRANDE

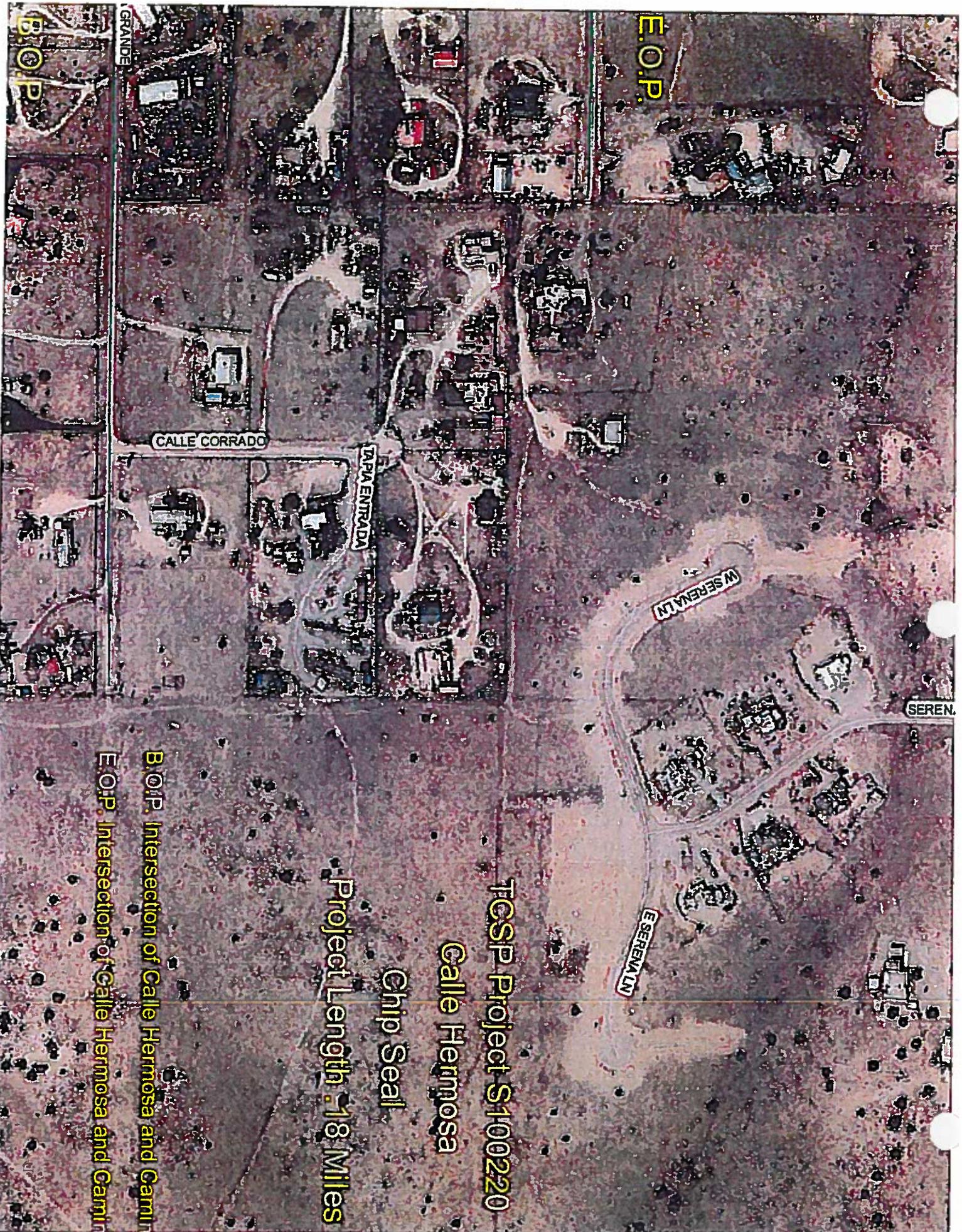
CALLE CORRADO

CALLE ENTRADA



B.O.P. Intersection of Camino Bajo and NM State Rd 14
E.O.P. Dead End of Camino Bajo

TCSP Project \$100,200
Camino Bajo
Crack Seal
Project Length: 79 Miles



TCSP Project S100220

Calle Hermosa

Chip Seal

Project Length - 18 Miles

B.O.P. Intersection of Calle Hermosa and Camino
E.O.P. Intersection of Calle Hermosa and Camino

TCSP Project S10J220

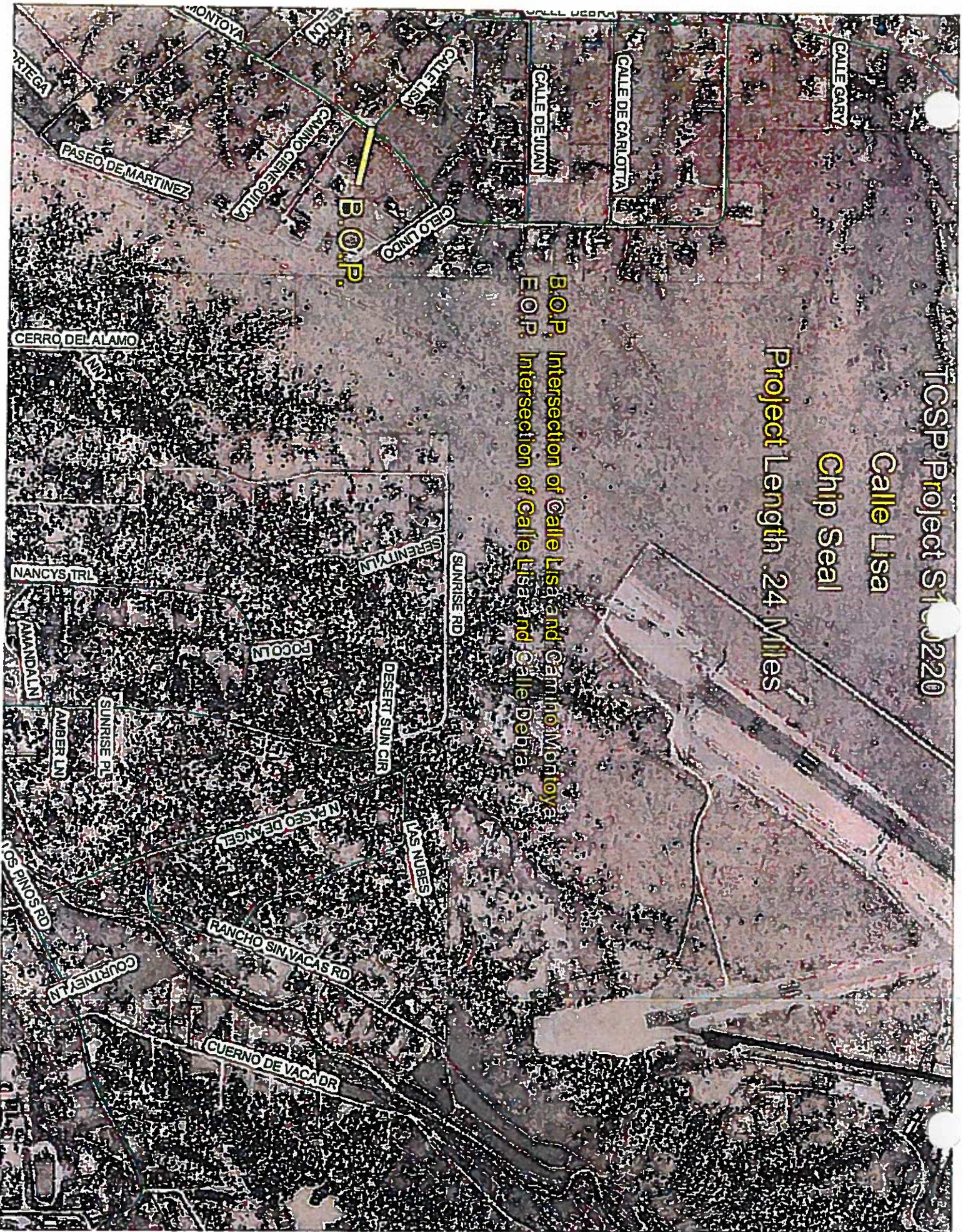
Calle Lisa

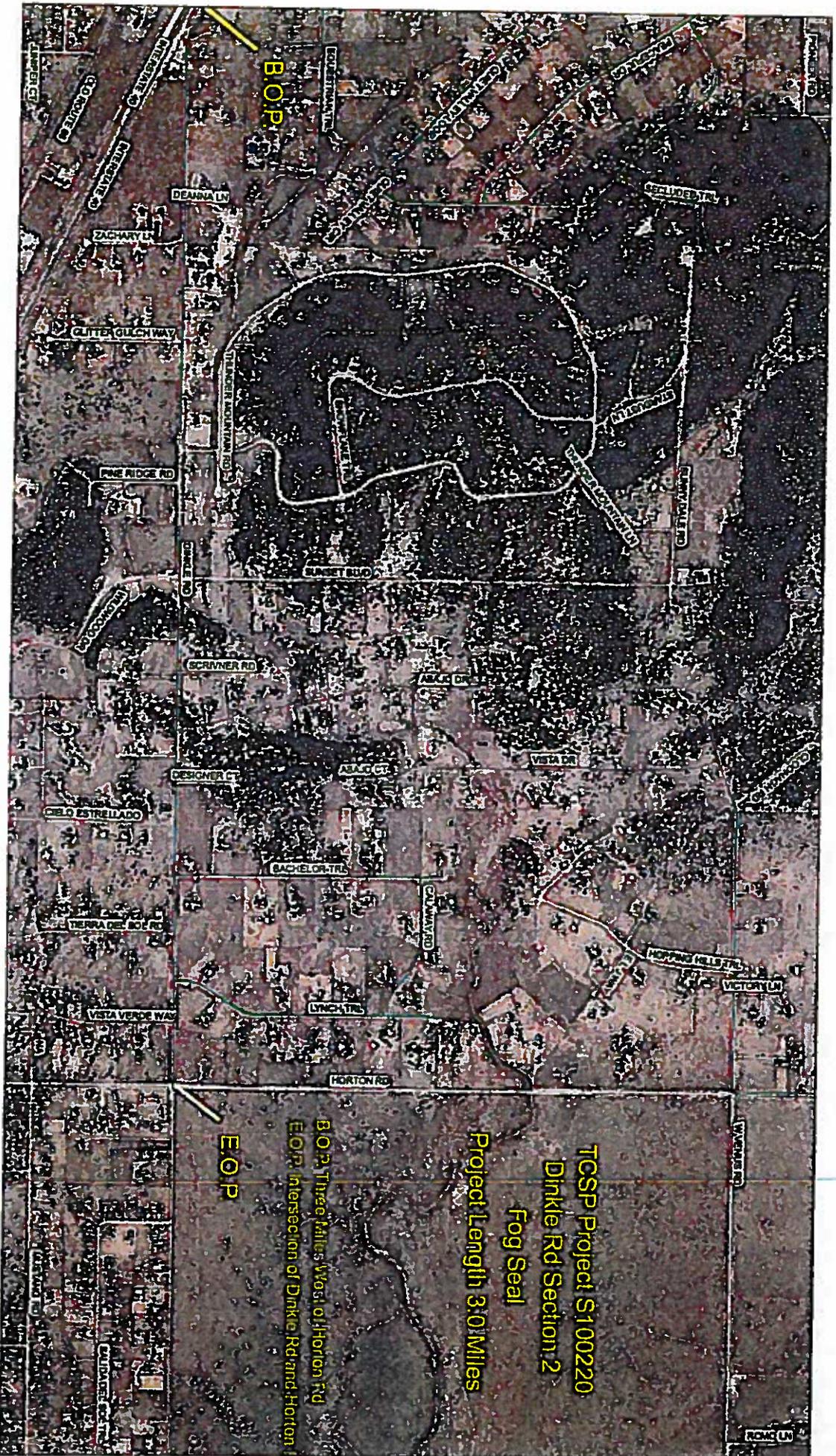
Chip Seal

Project Length 2.4 Miles

B.O.P. Intersection of Calle Lisa and Camino Montoya
E.O.P. Intersection of Calle Lisa and Calle Debra

B.O.P.





B.O.P.

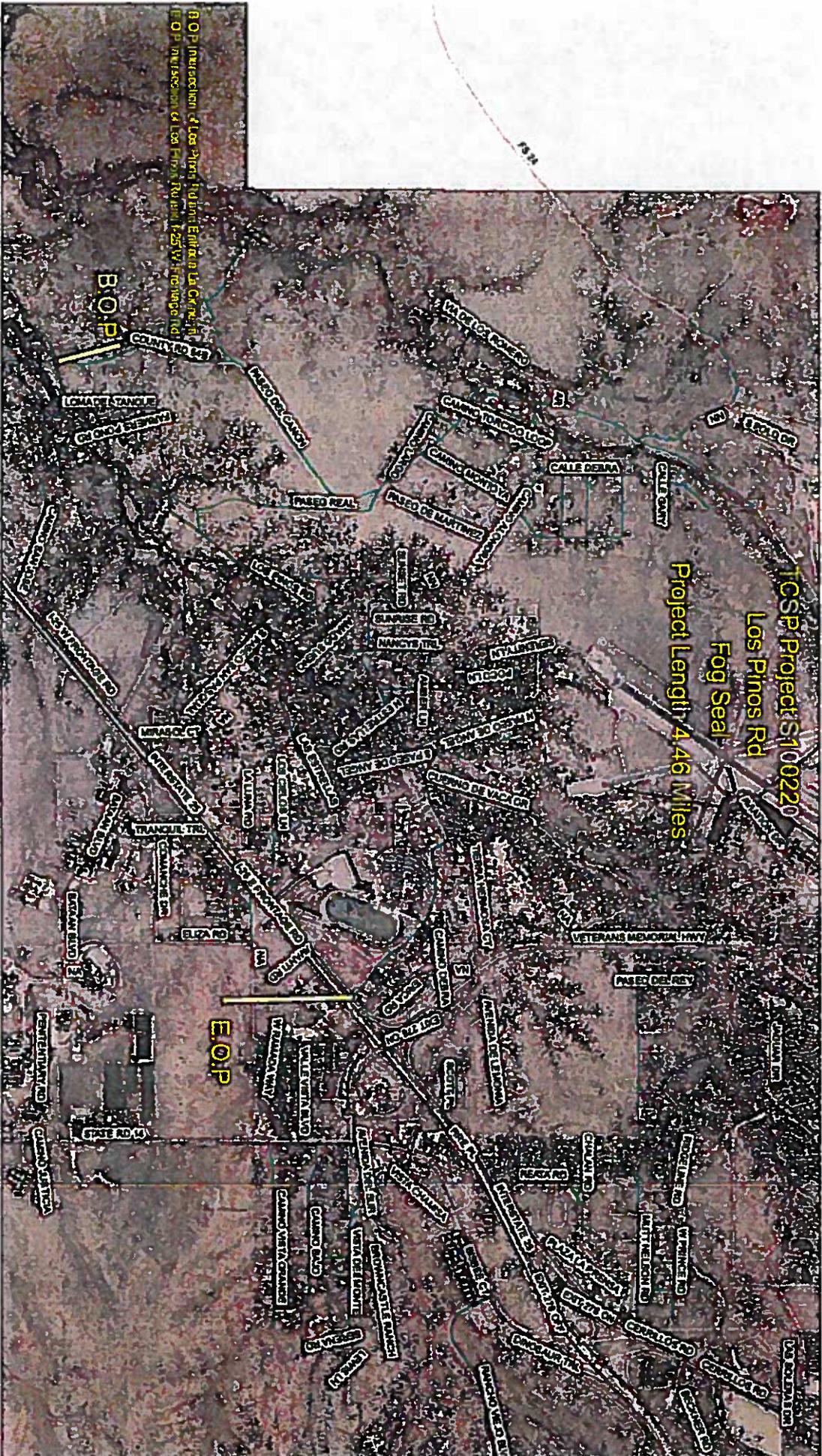
E.O.P.

TCSP Project S100220
Dinkle Rd Section 2

Fog Seal

Project Length 3.0 Miles

B.O.P. Three Miles West of Horton Rd
E.O.P. Intersection of Dinkle Rd and Horton Rd



ICSP Project S100220

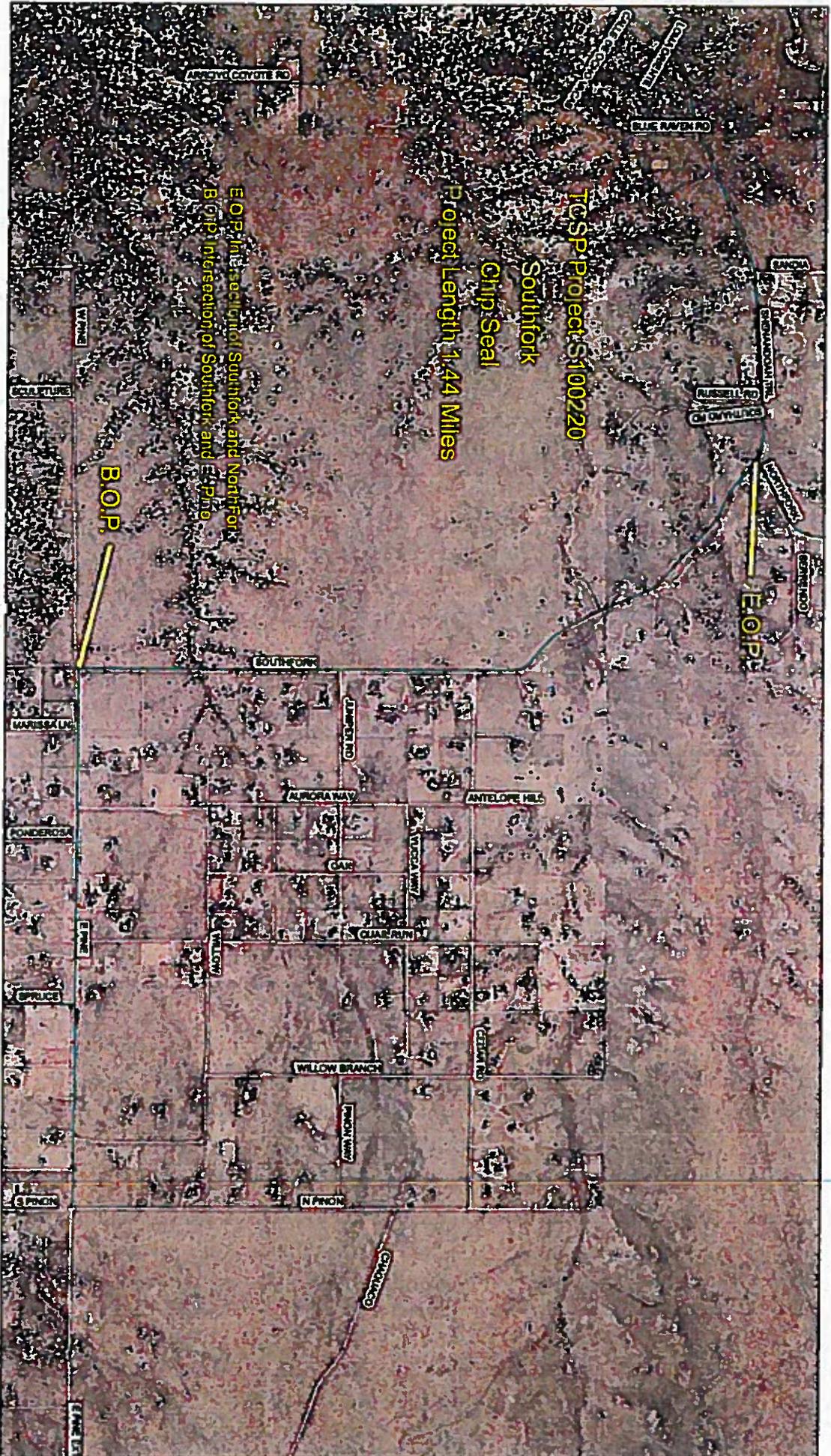
Los Pinos Rd
Fog Seal

Project Length: 4.46 Miles

B.O.P.

E.O.P.

B.O.P. Intersection of Los Pinos Rd and Entrada La Cumbre in
E.O.P. Intersection of Los Pinos Rd and F257V5 interchange rd



EOP

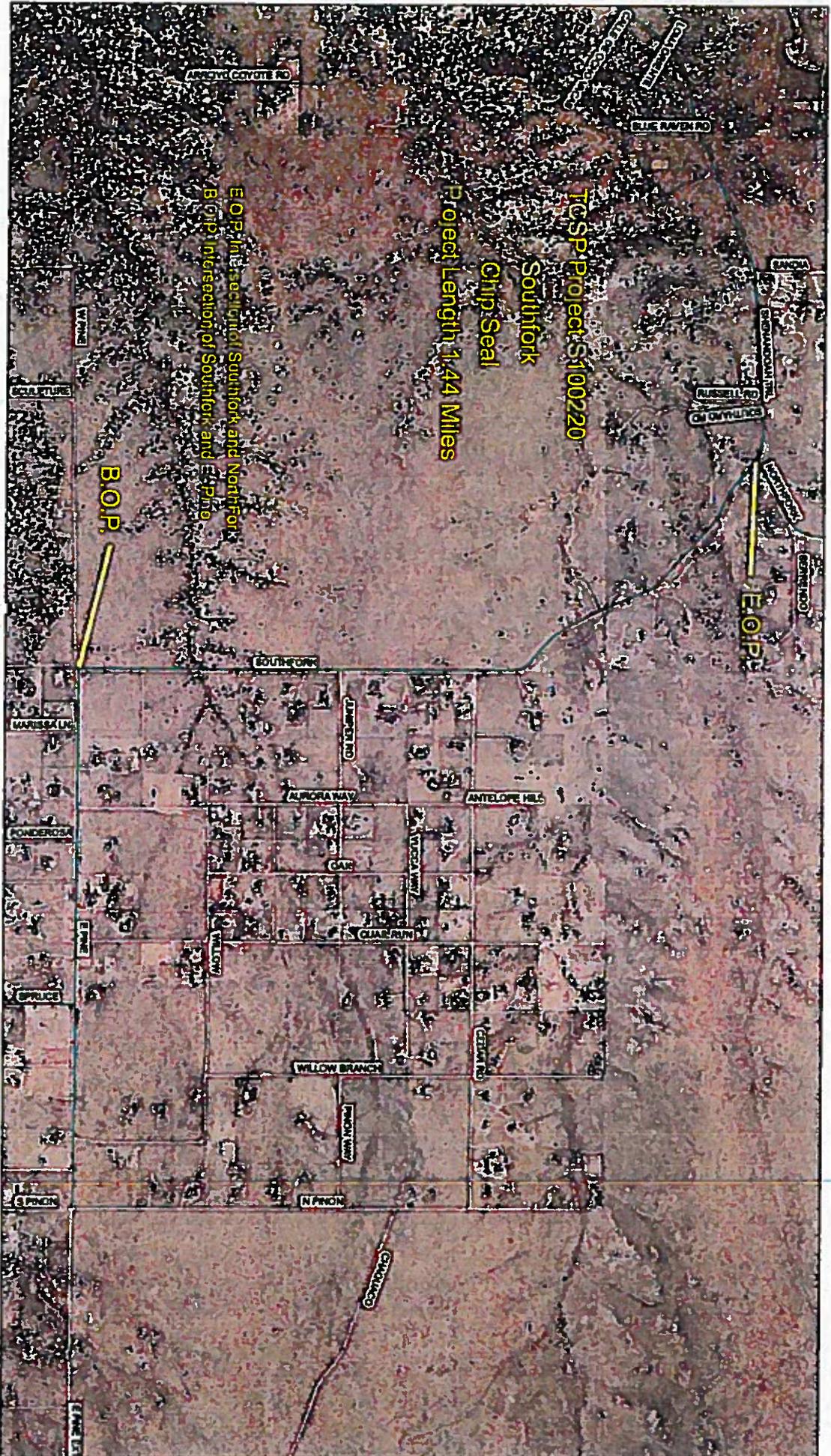
TCSP Project S100220

Southfork
Chip Seal

Project Length 1.44 Miles

EOP Intersection of Southfork and Northfork
BOP Intersection of Southfork and Pine

BOP



EOP

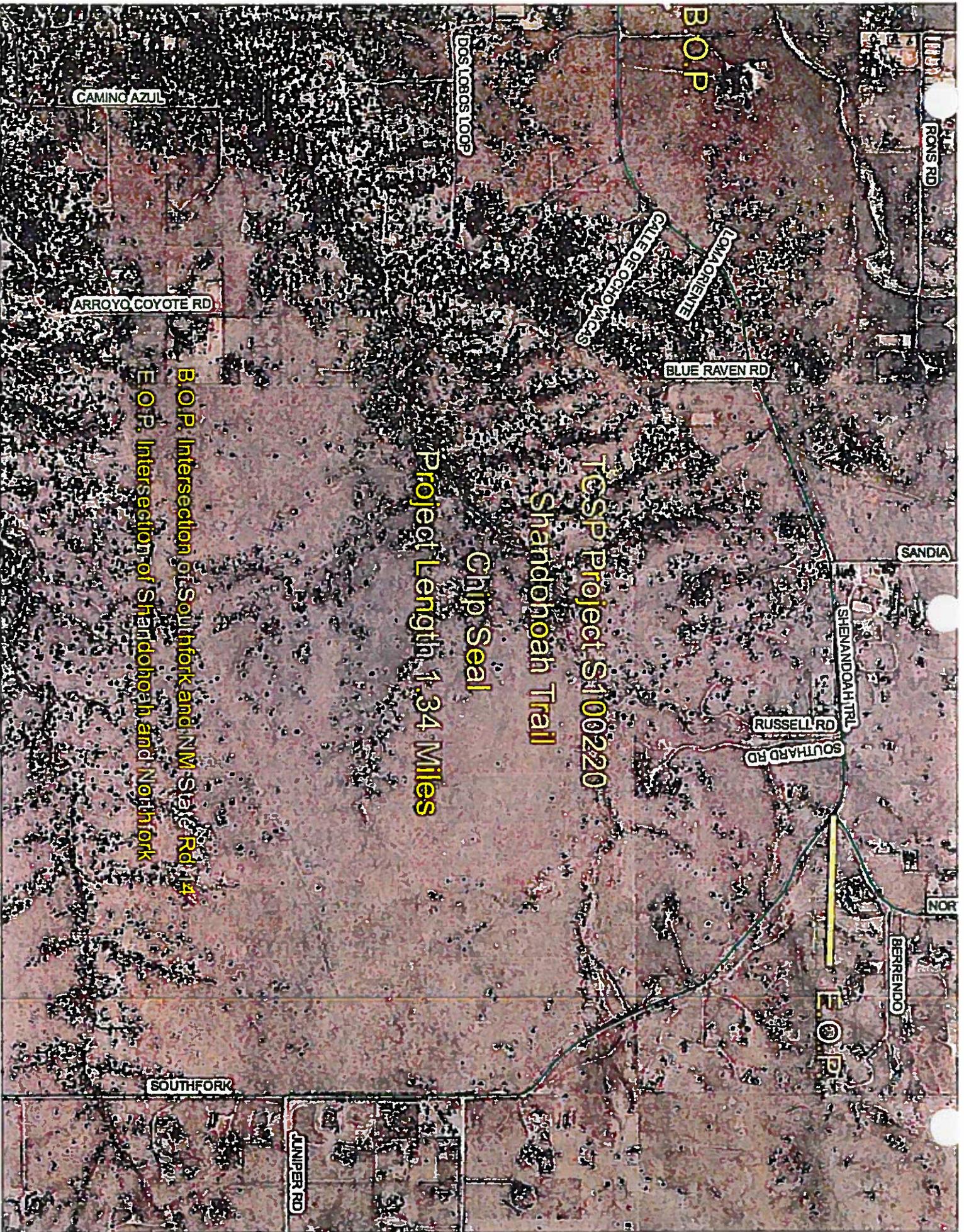
TCSP Project S100220

Southfork
Chip Seal

Project Length 1.44 Miles

EOP Intersection of Southfork and Northfork
BOP Intersection of Southfork and Pine

BOP



BOP

LOMA OLIVITE
CATEDRACIONES

BLUE RAVEN RD

SANDIA

SHENANDOAH TRL

RUSSELL RD
SOUTHARD RD

BERRENDO

EOP

JUNIPER RD

SOUTHFORK

CAMINO AZUL

ARROYO COYOTE RD

DOS LOBOS LOOP

TCSP Project S100220

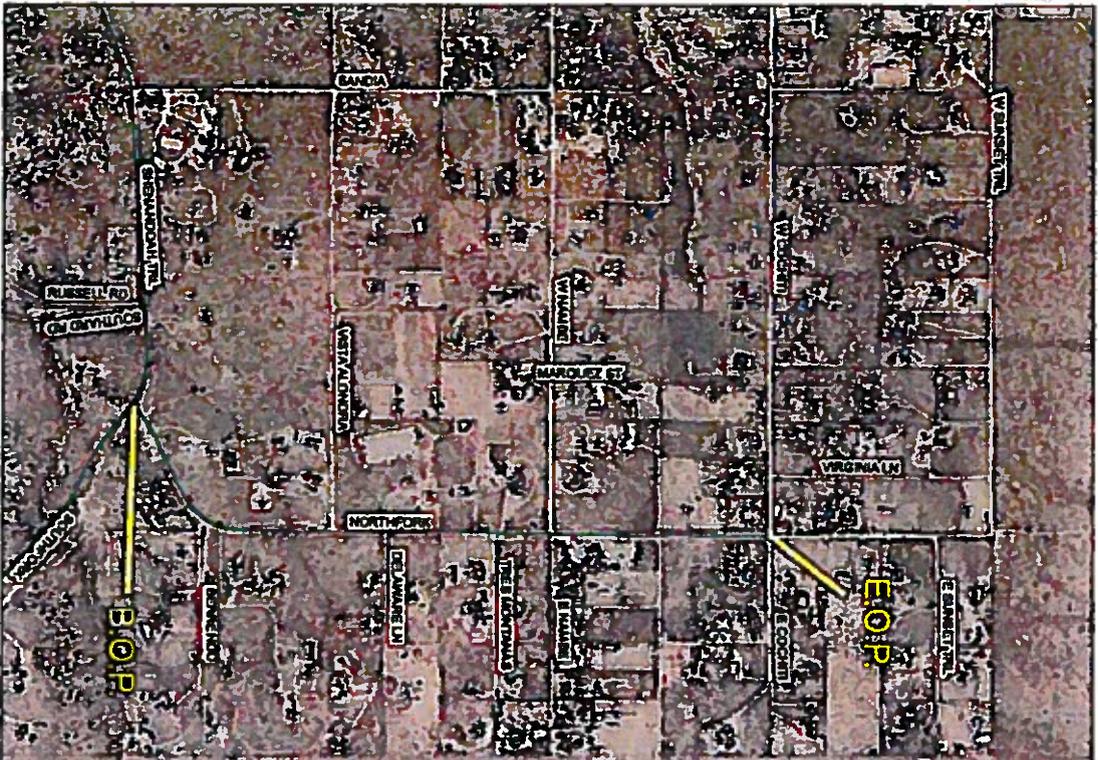
Shandohoan Trail

Chip Seal

Project Length 1.34 Miles

B.O.P. Intersection of Southfork and NM State Rd 14

E.O.P. Intersection of Shandohoan and Northfork



TCSP Project: S100220

Northfork

Chip Seal

Project Length: 80 Miles

B.O.P. Intersection of Northfork and Southfork

E.O.P. Intersection of Northfork and W. Cecil



