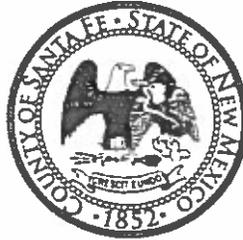


Henry P. Roybal
Commissioner, District 1

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

To: Santa Fe County Board of County Commissioners

Through: Katherine Miller, County Manager
Patricia Boies, Health Services Division Director, Community Services Department

From: Kyra Ochoa, Program Manager, Health Care Assistance Program

Date: November 9, 2016

Re: Approval of County Health Care Assistance Claims in the Amount of \$99,288.64
(Community Services Department/Kyra Ochoa)

ISSUE:

Approval of County Health Care Assistance claims in the amount of \$99,288.64.

BACKGROUND:

The BCC has approved funding for the County Health Care Assistance Program, to fund community-based providers. The Health Care Assistance Program has processed claims this month in the amount of \$99,288.64, as indicated on the Presentation of Claims document.

RECOMMENDATION:

We recommend the approval of County Health Care Assistance claims in the amount of \$99,288.64.

11/29/16

**Santa Fe County Health Care Assistance Program
Presentation of Claims for Approval
29-Nov-16**

	<u># Claims</u>	<u>Amount</u>
COMMUNITY-BASED PROVIDERS		
La Familia Medical Center	414	\$64,298.00
Southwest Care Center/Women's Health	14	\$2,019.08
El Centro of Northern New Mexico	2	\$210.00
First Choice Community Health, Edgewood		
Pecos Valley Medical Center, Pecos		
Presbyterian Healthcare Services	1	\$170.80
Santa Fe Recovery Center	4	\$19,960.00
Interfaith Leap/Sangre de Cristo House	1	\$4,375.00
Christus St. Vincent-HUGS	3	\$5,555.76
Casa Milagro	9	\$2,700.00
Santa Fe Mountain Center		
Santa Fe Public Schools-Adelante		
City of Santa Fe Ambulance Services-MIHO		
Total	448	\$99,288.64

Santa Fe County Health Care Assistance Fund Community-Based Providers
Fiscal Year 2017

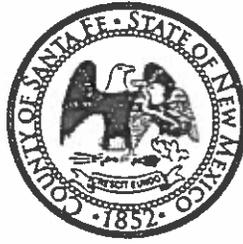
29 November, 2017

Provider Name	FY 17 Allocated Funding	Claims Approved Through October 25, 2016	Claims Presented November 29, 2016	Remaining Balance	% Remaining
Primary Care					
La Familia Medical Center	390,000.00	235,727.00	64,298.00	89,975.00	23%
SW Care/Women's Health Services	24,000.00	5,947.36	2,019.08	16,033.56	67%
El Centro of Northern of NM	2,500.00	140.00	210.00	2,150.00	86%
First Choice Healthcare	500.00			500.00	100%
Pecos Valley Medical Center	2,000.00			2,000.00	100%
Presbyterian Healthcare Services	1,000.00		170.80	829.20	83%
Total Primary Care	420,000.00	241,814.36	66,527.08	110,658.56	26%
Substance Abuse					
Santa Fe Recovery Center	330,000.00	76,795.00	19,960.00	233,245.00	71%
Interfaith Leap/Sangre de Cristo House	25,000.00	3,750.00	4,375.00	16,875.00	68%
Christus St. Vincent-HUGS	50,000.00	12,500.50	5,555.76	31,943.74	64%
Total Substance Abuse	405,000.00	93,045.50	29,890.76	282,063.74	70%
Mental Health					
Casa Milagro	25,000.00	5,400.00	2,700.00	16,900.00	68%
Santa Fe Mountain Center	75,000.00			75,000.00	100%
Santa Fe Schools Adelante	20,000.00			20,000.00	100%
Total Mental Health	120,000.00	5,400.00	2,700.00	111,900.00	93%
Ambulance					
City of Santa Fe Ambulance Services (MIHO)	25,000.00	25,000.00		-	0%
Total Ambulance	25,000.00	25,000.00	-	-	0%
Total Health Care Assistance	970,000.00	365,259.86	99,288.64	504,622.30	52%
Cremations (Under Separate Cover)	30,000.00	10,200.00	600.00	19,200.00	64%
Grand Total	1,000,000.00	375,459.86	99,888.64	524,651.50	52%

Henry P. Roybal
Commissioner, District 1

Miguel 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: *November 2, 2016*

TO: *Board of County Commissioners*

VIA: *Katherine Miller, County Manager*

FROM: *Michael K. Kelley, Public Works Department - Director*

ITEM AND ISSUE: *BCC Meeting November 29, 2016*

Approval of Amendment No. 3 to Lease Agreement No. 2014-0178-PW/GG Between Santa Fe County and Bokum Burro Alley, LLC for the Lease of Office Space located at 142 West Palace Avenue, in Santa Fe, NM; (Public Works/Terry Lease)

SUMMARY:

The Public Works Department is requesting approval of Amendment No. 3 to Lease Agreement No. 2014-0178-PW/GG dated December 10, 2013, between Santa Fe County and Bokum Burro Alley, LLC ("Lessor") for the lease of office space in the building commonly referred to as the "Bokum Building" located at 142 West Palace Avenue, Santa Fe, New Mexico 87522. This Amendment No. 3 will extend the term of the agreement for an additional two years commencing March 1, 2018 and terminating February 28, 2020. All other terms and conditions of the agreement remain unchanged.

BACKGROUND:

In October of 2006, Santa Fe County and Lessor first entered into a lease agreement for office space in the Bokum Building. County and Lessor entered into new agreements in March 2008 and February 2011. Lessee and Lessor then entered into the current Lease Agreement No. 2014-0178-PW/GG dated December 10, 2013 "Lease Agreement." The County currently pays \$23,392.74 per month for the lease of 15,580 square feet of office space and 40 parking spaces.

In the June 28, 2016 Santa Fe Board of County Commissioner's meeting Ordinance No. 2016-5 was passed by a unanimous vote. This ordinance provided for funding of up to \$33,000,000 for the purposes of defraying the cost of planning, designing, constructing, rehabilitating, renovating, equipping and furnishing County facilities located at the sites of the County Administration Building and the Old Judicial Complex. In late 2019 the County expects these projects should be ready for occupancy by multiple County departments, to include the County departments currently occupying space in the Bokum Building. Extending the term of the Lease Agreement to February 28, 2020 will allow for a smooth transition for the County departments occupying office space in the Bokum Building to the new County facilities.

ACTION REQUESTED:

Approval of Amendment No. 3 to Lease Agreement No. 2014-0178-PW/GG.

**AMENDMENT NO. 3
TO LEASE AGREEMENT
BETWEEN SANTA FE COUNTY AND
BOKUM/BURRO ALLEY, LLC**

This Amendment No. 3 is made and entered into as of this ____ day of _____, 2016 by and between Santa Fe County, a political subdivision of the State of New Mexico, hereinafter "Lessee," and Bokum Burro Alley, LLC, a New Mexico limited liability company, located at 142 West Palace Avenue, Suite 300, Santa Fe, NM, hereinafter referred to as "Lessor."

WHEREAS, Lessee and Lessor entered into Lease Agreement No. 2014-0178-PW/GG (Lease) dated December 10, 2013 that provides for the Lessee's lease of 15,580 square feet of office space in the building commonly referred to as the "Bokum Building" located at 142 West Palace Avenue, Santa Fe, New Mexico; and

WHEREAS, according to the Lease Agreement, the Agreement may be amended by an instrument in writing executed by the Lessee and the Lessor; and

WHEREAS, by Amendment No. 1 the Lease was amended to increase the square footage of office space leased by the Lessee; increase the number of available parking spaces; and increase the amount of the Lessee's monthly lease payment; and

WHEREAS, by Amendment No. 2 the Lease was amended to extend the term to February 28, 2018; and

WHEREAS, by this Amendment No. 3 the Lessee wishes to extend the term of the Lease to February 28, 2020.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Paragraph 4 (Term of the Lease) is amended to insert the following as subparagraph "b:"
 - b. By Amendment No.3 to this Lease Agreement, the Lessee wishes to extend the term of this Lease for two years from February 28, 2018 to February 28, 2020, unless earlier terminated pursuant to Paragraph 5 (Appropriations and Authorizations).
2. All other provisions of Lease Agreement No. 2014-0187-PW/GG not specifically amended or modified by Amendment Nos. 1, 2, and this Amendment No. 3, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the last date of signature below.

LESSEE - SANTA FE COUNTY

Miguel M. Chavez, Chair
Santa Fe Board of County Commissioners

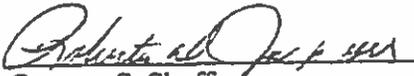
Date _____

ATTESTATION:

Geraldine Salazar
Santa Fe County Clerk

Date _____

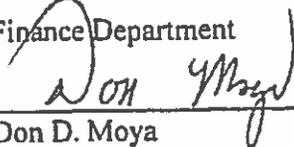
Approved as to form:



Gregory S. Shaffer
Santa Fe County Attorney

Date 10-31-16

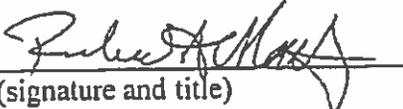
Approved:

Finance Department


Don D. Moya
Interim Finance Director

Date 11-1-16

LESSOR - BOKUM BURRO ALLEY, LLC



(signature and title)

Date 11-2-16

Henry P. Roybal
Commissioner, District 1

Miguel 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: *November 3, 2016*

TO: *Board of County Commissioners*

VIA: *Katherine Miller, County Manager*

FROM: *Michael K. Kelley, Public Works Department Director*

ITEM AND ISSUE: *BCC Meeting November 29, 2016*

Approval of Landlord's Letter of Consent for Improvements to the La Familia Medical Center to Allow La Familia to Accept a Federal Grant For Improvements To The County Owned Building At 2145 Caja Del Oro Grant Road (Public Works/Terry Lease)

SUMMARY:

The Public Works Department is requesting approval of the Landlord's Letter of Consent to allow La Familia Medical Center ("La Familia") to accept a federal grant for improvements to the County owned building occupied by La Familia.

BACKGROUND:

The County owns the building and property located at 2145 Caja del Oro Grant Road, Santa Fe, NM 87507, which is currently leased to La Familia to provide medical and dental services to all individuals and families regardless of income or ability to pay. The lease with La Familia has a 25 year term, terminates on December 31, 2024 and can be extended for an additional 25 years.

On May 26, 2015 the Santa Fe County Board of County Commissioners ratified the County Manager's signature on a "Conditional" Landlord's Letter of Consent that allowed La Familia to seek a grant from the Health Resources and Services Administration ("HRSA"), an agency of the U.S. Department of Health and Human Services. On April 26, 2016 HRSA issued a Notice of Award Authorization for Grant No. C8DCS29731 to La Familia for financial assistance in the amount of \$1,000,000.00. The grant provides Federal health infrastructure investment funds for construction/expansion to add an estimated 4,668 square feet of new clinical and patient services space to the existing 7,385 square foot La Familia Medical Center – Southside Clinic. The planned addition will increase the total clinic footprint to approximately 12,053 square feet. The total budget for the project is \$1,222,350.00, consisting of \$1,000,000.00 of Federal funding and \$222,350.00 of non-Federal funding provided by La Familia.

The terms and conditions of the Notice of Award for the grant requires that the facility property owner sign the Landlord's Letter of Consent (unconditional) that is the subject of this request, file a Notice of Federal Interest document prior to start of construction and either amend or replace the current lease agreement to include protective language regarding the grant. The Federal Interest document provides for a continuing Federal interest in the property and conditions on its use. Specifically, the property may not be (1) used for any purpose inconsistent with the statute and any program regulations governing the award under which the property was acquired; (2) mortgaged or otherwise used as collateral without the written permission of the Associate Administrator, Office of Federal Assistance Management ("OFAM"), HRSA, or designee; or (3) sold or transferred to another party without the written permission of OFAM and HRSA.

ACTION REQUESTED:

Approval and execution of the Landlord's Letter of Consent.

Landlord's Letter of Consent

Santa Fe County ("Property Owner") is the owner of the property located at 2145 Caja del Oro Grant Road, Santa Fe, NM 87507 ("Property"), and a portion of the Property ("Leased Premises") is currently leased by La Familia Medical Center ("Recipient"). Santa Fe County and La Familia Medical Center entered into the "Lease and Operating Agreement" on August 31, 1999 ("Agreement") with an expiration date of December 31, 2024. The Agreement may be renewed by La Familia Medical Center for an additional 25-year period under the same terms and conditions.

Santa Fe County is in full agreement with the proposed improvements to the aforementioned Leased Premises as part of the Health Resources and Services Administration (HRSA) Health Infrastructure Improvement Program funding opportunity, and hereby grants permission to La Familia Medical Center to undertake the proposed improvements as provided for in Section VIII of the Agreement.

Santa Fe County agrees to either modify the existing Agreement, or include in a new lease agreement, the following restrictive terms, which will be signed by both Santa Fe County and Recipient:

(a) The Recipient agrees not to sublease, assign, or otherwise transfer the property, or use the property for a non-grant-related purpose(s) without the written approval from HRSA (at any time during the term of the lease/agreement, whether or not grant support has ended).

(b) The Property Owner will inform HRSA of any default by the Recipient under the lease/agreement.

(c) HRSA shall have 60 days from the date of receipt of the Property Owner's notice of default in which to attempt to eliminate the default, and that the Property Owner will delay exercising remedies until the end of the 60-day period.

(d) HRSA may intervene to ensure that the default is eliminated by the Recipient or another recipient named by HRSA.

(e) The Property Owner shall accept payment of money or performance of any other obligation by the HRSA's designee, for the Recipient, as if such payment of money or performance had been made by the Recipient.

(f) In the event that the Recipient defaults, the grant is terminated, or the Recipient vacates the property before the end of the lease term, HRSA shall have the right to designate a replacement for the Recipient for the balance of the lease term, subject to approval by the Property Owner, which will not be withheld except for good reason.

Santa Fe County also acknowledges that there will be a Federal Interest in the property as a result of the proposed improvements and that Santa Fe County agrees to file a Notice of Federal Interest prior to work commencing, if required by HRSA.

Property Owner Santa Fe County's Signature Page

Landlord's Letter of Consent

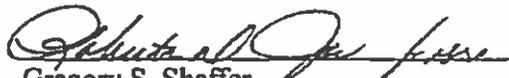
SANTA FE COUNTY

Miguel M. Chavez, Chair
Santa Fe Board of County Commissioners

ATTESTATION

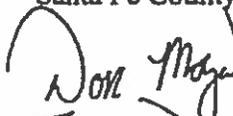
Geraldine Salazar
Santa Fe County Clerk

Approved as to form:


Gregory S. Shaffer
Santa Fe County Attorney

10-17-16

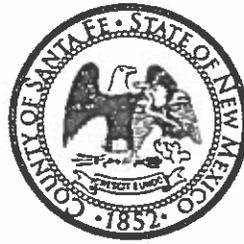
Date

 11-2-16
Finance Director

Henry P. Roybal
Commissioner, District 1

Miguel 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: *November 9, 2016*

TO: *Board of County Commissioners*

VIA: *Katherine Miller, County Manager
Michael K. Kelley, Public Works Director
Jeffrey Trujullo, ASD Director*

FROM: *Terry Lease, Real Property Manager, Public Works Department*

ITEM AND ISSUE: *BCC Meeting November 29, 2016*

Approval of Amendment No. 2 to the Lease Agreement No. 2010-0175-CSD/MS Dated 3/8/2010 Between Santa Fe County and Life Link for the Lease of a Building located at 1318 Luana Street in Santa Fe, NM and Authorizing the Submittal of Amendment No. 2 to the State Board of Finance for Approval (Terry Lease, Public Works)

ISSUE:

The Public Works Department is requesting approval of Amendment No. 2 to the Lease Agreement No. 2010-0175-CSD/MS dated 3/8/2010 between Santa Fe County and Life Link, a New Mexico nonprofit corporation, for the lease of a building at 1318 Luana Street in Santa Fe, NM. Pursuant to Santa Fe County Resolution 2014-143, any lease or lease amendment of real property that has a term of greater than 1 year or a value of greater than \$250,000 require Board of County Commissioners approval. In addition, pursuant to NMAC 1.5.23.8 any lease or lease amendment of real property that has a value greater than \$25,000 and a term more than 5 years, Counties are required to submit the lease or lease amendment to the State Board of Finance for approval.

BACKGROUND:

On March 8, 2010 the County and Life Link entered into Lease Agreement No. 2010-0175-CSD/MS ("Lease") for the lease of a building that is used for a clubhouse model of training in life skills and employment training services to sick and/or indigent residents of Santa Fe County. The Lease has a 25 year term and with a rental amount of \$52,280.00 annually, which is to be offset by inkind services provided by Life Link. The Lease also includes a provision that a market appraisal of rents be conducted by the County every five years and the rent adjusted accordingly. The Lease was amended in 2010 to clarify reporting requirements and to add a reimbursement fee table.

As a result of the Market Rent Estimate completed December 11, 2015, the Lease is being amended to provide for an adjustment of the annual rent. The annual rent adjustment is a decrease from \$19.41 per

square foot of building space (\$52,280.00 annually) to \$15.70 per square foot of building space (\$42,280.00 annually).

RECOMMENDATION:

Approval of Amendment No. 2 to Lease Agreement No. 2010-0175-CSD/MS dated 3/8/2010 between Santa Fe County and Life Link and authorizing the Public Works Department to submit Amendment No. 2 to the State Board of Finance for approval.

**AMENDMENT NO. 2
TO BUILDING LEASE BETWEEN
SANTA FE COUNTY AND LIFE LINK**

This amendment is made and entered into this 1st day of July, 2016, by and between Santa Fe County, (hereinafter referred to as the "County"), a New Mexico political subdivision, and Life Link, ("Life Link"), a New Mexico nonprofit corporation.

WHEREAS, in 2010 the County and Life Link entered into a lease agreement ("Lease") for the lease of a premises and a building at 1318 Luana Street in Santa Fe, NM; and

WHEREAS, the Lease was amended in 2010 to clarify reporting requirements contained in Exhibit B and to add a reimbursement fee table identified as Exhibit C; and

WHEREAS, according to Article 3.A. Annual Rent of the Lease, Life Link is required to pay an annual rent based on cost per square foot and the annual rent shall be adjusted every five years to reflect the current rental value; and

WHEREAS, the County has completed a Market Rent Estimate dated December 11, 2015, for the building occupied by the Life Link and the Lease needs to be amended to provide for adjustment of the annual rent based on the Market Rent Estimate.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. Article 3.A. Annual Rent of the Lease is amended by inserting a subpart "(a)" to read:

(a) By Amendment No. 2 to this Lease and based on a Market Rent Estimate dated December 11, 2015, commencing March 16, 2016, Life Link will pay the County an annual rent of \$42,280.00 based on \$15.70 per square foot for 2,693 square feet of usable building area and parking area.

2. Exhibit B to the Lease, the first sentence in Paragraph 2 is deleted in its entirety and replace with:

Beginning March 16, 2016, Life Link shall provide the Santa Fe County Community Services Department with a written report that contains the information in (a) through (c) below and other information or data as requested by the County. The quarterly reports will be submitted no later than April 30, July 31, October 31, and January 31, of each year during the term of this Lease.

3. All other provisions and terms and conditions of the Lease, not specifically amended or modified by Amendment No. 1 and this Amendment No. 2 shall remain in full force and effect.

4. This Amendment is not effective until approved by the New Mexico State Board of Finance.

IN WITNESS WHEREOF, the parties have executed this Amendment.

SANTA FE COUNTY

Miguel M. Chavez, Chair
Santa Fe County Board of County Commissioners

ATTESTATION:

Geraldine Salazar
Santa Fe County Clerk

Approved as to form:


Gregory S. Shaffer
Santa Fe County Attorney

6-3-16
Date

Finance Department:


Carole H. Jaramillo
Finance Director

6/6/16
Date

LIFE LINK


(signature and title)

10/25/16
Date

APPROVED:
NEW MEXICO STATE BOARD OF FINANCE

Date

Page 10 of 10

Henry P. Roybal
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: November 16, 2016

To: Santa Fe County Board of County Commissioners

From: Bernadette Salazar, Human Resources Director 

Via: Katherine Miller, County Manager

Re: Request Approval of Amendment No. 2 to the Collective Bargaining Agreement between Santa Fe County and the Santa Fe County Deputy Sheriff's Association, A Subsidiary of the New Mexico Coalition of Public Safety Officers/NMCPSO

BACKGROUND AND SUMMARY

The Santa Fe County Board of County Commissioners approved the collective bargaining agreement (CBA) effective January 26, 2016 to December 31, 2019. Section 56 of the CBA provides each party the right to open one (1) economic item no earlier than October 1, 2016 and no later than November 1, 2016. Both parties worked diligently together and successfully completed negotiations of the economic items provided for in Article 56, and as a result have agreed to amendments to Article 37, Wages, and Article 51, Promotions. The new starting pay will increase as follows:

- Deputy I will increase from \$19.2850 to \$19.5850;
- Deputy II will increase from \$20.8075 to \$21.1075; and
- Eligibility to be promoted to a Deputy III will now require six (6) years of law enforcement experience rather the seven (7) years and a minimum of two (2) years and a maximum of four (4) years of credit will be granted for years of service of lateral hires.

The parties have also agreed to introduce a pilot project for an Annual Leave/Compensatory Time Buy Back Program. This will allow employees who have a minimum of two hundred forty (240) hours of accrued annual leave the opportunity to sell back to the County up to forty (40) hours of annual leave, but not less than twenty (20) hours or up to forty (40) hours of compensatory leave but not less than twenty (20) hours. Both parties will evaluate the pilot project and have ongoing discussion about its sustainability. This will reduce the amount of overtime paid when an employees is required to work overtime to fill the post of someone on leave.

**AMENDMENT NO.2
TO
COLLECTIVE BARGAINING AGREEMENT
BETWEEN SANTA FE COUNTY AND
THE NEW MEXICO COALITION OF PUBLIC SAFETY OFFICERS REPRESENTING THE
SANTA FE COUNTY DEPUTY SHERIFFS**

THIS AMENDMENT is made and entered into as of this _____ day of _____, 2016, by and between Santa Fe County, a political subdivision of the State of New Mexico (hereinafter referred to as “the County”) and the New Mexico Coalition of Public Safety Officers (hereinafter referred to as “the Union”).

WHEREAS, the County and the Union (Parties) entered into the Collective Bargaining Agreement (CBA) effective January 26, 2016 to December 31, 2019;

WHEREAS, Section 20 of the CBA originally provided for a \$590 per year clothing and equipment allowance, with \$425 given to bargaining unit employees via a purchase order and the remaining \$165, less mandatory deductions given to Deputies the last pay day in the month of November;

WHEREAS, in June of 2016, the Parties amended Section 20 to allow for payment of a \$590 clothing allowance, less any required deductions, to be paid to bargaining unit employees by check annually, in the month of November to afford bargaining unit employees the opportunity to purchase uniforms and equipment required by the Santa Fe County Sheriff’s Office Standard Operating Procedures and the CBA;

WHEREAS, Section 56 of the CBA provides each party the right to open one (1) economic item no earlier than October 1, 2016, and no later than November 1, 2016;

WHEREAS, the parties successfully completed negotiation of the economic items provided for in Section 56, and as a result have agreed to amendments to Section 37, Wages, and Section 51, Promotions.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Section 37, Wages, is amended by adding the following:

“The Union and the County agree to a pilot project for an Annual Leave/Compensatory Time Buy Back Program for bargaining unit employees. The program will allow bargaining unit employees who have at least two hundred forty hours (240) hours of accrued annual leave the opportunity to sell back to the County up to forty hours (40) of annual leave, but not less than twenty (20) hours, or up to forty (40) hours of compensatory leave but not less than twenty (20) hours. For each hour of annual leave or compensatory time the County buys back, the bargaining unit employee will be paid their base rate as of the date of the payment. Bargaining unit employees shall submit a request to sell back up to forty (40) hours of annual leave but not less than twenty (20) hours or up to forty (40) hours of compensatory leave but not less than twenty (20) hours, on the designated form by

December 1, 2016, to be paid on the payroll check of December 16, 2016 and/or by June 1, 2017, to be paid on the payroll check of June 16, 2017. If sufficient budget is not appropriated, annual leave or compensatory time cannot be sold back to the County. Additional policies and procedures for the pilot project may be developed by the Finance Division and the Human Resources Division.

The pay scale attached hereto as Exhibit A shall become effective January 1, 2017, and after ratification by the Union and approval by the Board of County Commissioners. Salary increases will occur at the beginning of a full pay period. This pay scale will be effective through December 31, 2017.

Each party has the right to open one (1) economic item no earlier than May 1, 2017, and no later than June 1, 2017.”

2. Section 51, Promotions, is amended by deleting and replacing the second subsection A with the following:

“A. Upon completion of a minimum of 12 months as a Deputy I, Deputies may be eligible for promotion to Deputy II if they have demonstrated satisfactory job performance and if funds are available. In addition to the current ranks within the department, the rank of Deputy III/Senior Deputy exists. Attainment of the rank of Deputy III/Senior Deputy shall be based upon 6 years of continuous service with the Sheriff’s Department. In order to be eligible for the position of Deputy III, the Deputy must demonstrate a satisfactory job performance as a Deputy II.”

3. Section 51, Promotions, shall be further amended by deleting and replacing subsection C with the following:

“A lateral hire, upon completion of the probationary period, shall become a bargaining unit employee covered by this Agreement. Upon completion of the probationary period, lateral hires will be placed on the pay scale adopted pursuant to this Agreement with credit for work as a law enforcement officer prior to employment with the County. Lateral hires shall receive credit for the number of years they served as a law enforcement officer prior to joining the County with a minimum of two years and up to a maximum of four years credit. Lateral hires will only receive credit for prior experience if they are certified by the State of New Mexico Department of Public Safety or receive certification by waiver through the State of New Mexico Department of Public Safety. Lateral employees will move into the next salary step upon reaching his or her subsequent employment anniversary date. Credit with prior law enforcement experience will be counted for Deputy III only.”

4. All other provisions of the CBA not specifically deleted, replaced or amended by Amendment No. 1 and/or Amendment No. 2, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

SANTA FE COUNTY

Miguel M. Chavez, Chairperson

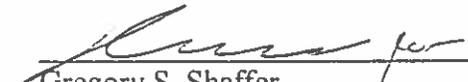
Date

ATTEST:

Geraldine Salazar, Santa Fe County Clerk

Date

APPROVED AS TO FORM:



Gregory S. Shaffer
Santa Fe County Attorney

11-16-16
Date

NEW MEXICO COALITION OF PUBLIC SAFETY OFFICERS



David Jaramillo, President
Santa Fe County Sheriff's Deputy Association

11/12/16

Date

David Griffith, President, NMCPPO

Date

Exhibit A
Pay scale for the Santa Fe County Deputy Sheriff's Association, a Subsidiary of the New Mexico Coalition of Public Safety Officers
January 1, 2017-December 31, 2017

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22
YOS																						
DI	19,5850	19,7809																				
DI I		21,1075	21,3186	21,5318	21,7471	21,9645	22,1842															
DI II						23,3450	23,5785	23,8142	24,0524	24,2929	24,5358	24,7812	25,0290	25,2793	25,5321	25,7874	26,0453	26,3057	26,5688	26,8345	27,1028	27,3738
DI III																						
Comp.				25,6795	25,9363	26,1957	26,4576	26,7222	26,9894	27,2593	27,5319	27,8072	28,0853	28,3661	28,6498	28,9363	29,2257	29,5179	29,8131	30,1112	30,4123	30,7165
Sgt.						28,8145	29,1027	29,3937	29,6876	29,9845	30,2844	30,5872	30,8931	31,2020	31,5140	31,8292	32,1474	32,4689	32,7936	33,1215	33,4528	33,7873

Henry P. Roybal
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: November 16, 2016

To: Santa Fe County Board of County Commissioners

From: Bernadette Salazar, Human Resources Director 

Via: Katherine Miller, County Manager

Re: Request Approval of Amendment No. 1 to the Collective Bargaining Agreement between Santa Fe County and the New Mexico Coalition of Public Safety Officers (Regional Emergency Communications Center-RECC)

BACKGROUND AND SUMMARY

The Santa Fe County Board of County Commissioners approved the collective bargaining agreement (CBA) effective October 26, 2015 to December 31, 2018. Article 34 of the CBA provided each party the right to open one (1) economic item no earlier than October 1, 2016. Both parties worked diligently together and successfully completed negotiations of the economic item provided for in Article 34, and as a result have agreed to amendments to Article 33, Wages. The below pay scale will be used to establish starting pay. In addition, bargaining unit employees in the positions of ECS III, Communications Team Leader, Training Coordinator, Quality Assurance Specialist, and NCIC Coordinator shall receive a 3% salary increase effective the first full pay period in January, 2017. The parties have also agreed to another economic re-opener no earlier than May 1, 2017 and no later than June 1, 2017.

These proposed changes are within the budget allocated by the Board of County Commissioners during the FY2017 budget and includes salary savings realized by the RECC.

ACTION REQUESTED

The Union and Management Teams request approval of Amendment No. 1 to the Collective Bargaining Agreement between Santa Fe County and the New Mexico Coalition of Public Safety Officers (Regional Emergency Communications Center-RECC)

Thank you for your consideration.

Attachment:

Amendment No. 1 to the Collective Bargaining Agreement between Santa Fe County and the New Mexico Coalition of Public Safety Officers (Regional Emergency Communications Center-RECC)

**AMENDMENT NO. 1
TO
COLLECTIVE BARGAINING AGREEMENT
BETWEEN SANTA FE COUNTY AND
THE NEW MEXICO COALITION OF PUBLIC SAFETY OFFICERS (REGIONAL
EMERGENCY COMMUNICATIONS CENTER-RECC)**

THIS AMENDMENT is made and entered into as of this ____ day of _____, 2016, by and between **Santa Fe County**, a political subdivision of the State of New Mexico (hereinafter referred to as “the County”) and the New Mexico Coalition of Public Safety Officers (hereinafter referred to as “the Coalition”).

WHEREAS, the County and the Coalition entered into the Collective Bargaining Agreement effective October 26, 2015 through December 31, 2018;

WHEREAS, Article 34, TERM OF AGREEMENT, provided each party the right to open one (1) economic item no earlier than October 1, 2016;

WHEREAS, the parties successfully completed negotiation of the economic item provided for in Article 34 and have agreed to amendments to Article 33, Wages.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Article 34, Wages is amended to add the following:

“Effective the first full pay period in January 2017, and after ratification of this Amendment by the Bargaining Unit and approval by the Board of County Commissioners, the starting pay for the positions of ECS I, II, and III, shall be as follows:

Years of Service	1	2	3
ECS I	\$15.00		
ECS II		\$16.50	
ECS III			\$18.00

Bargaining unit employees in the positions of ECS III, Communications Team Leader, Training Coordinator, Quality Assurance Specialist, Data Entry Specialist, and NCIC Coordinator shall receive a 3% salary increase effective the first full pay period in January, 2017.

Each party has the right to open one (1) economic item no earlier than May 1, 2017, and no later than June 1, 2017.”

2. All other provisions of the Collective Bargaining Agreement not specifically amended by Amendment No.1 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**THE BOARD OF COUNTY COMMISSIONERS
OF SANTA FE COUNTY**

Miguel M. Chavez, Chair

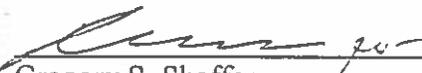
Date

ATTESTATION:

Geraldine Salazar, Santa Fe County Clerk

Date

APPROVED AS TO FORM:



Gregory S. Shaffer
Santa Fe County Attorney

11-16-16

Date

NEW MEXICO COALITION OF PUBLIC SAFETY OFFICERS

David Griffith, President

Date

Henry P. Roybal
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: November 17, 2016

To: Santa Fe County Board of County Commissioners

From: Bernadette Salazar, Human Resources Director 

Via: Katherine Miller, County Manager

Re: Request Approval of Amendment No. 1 to the Collective Bargaining Agreement between Santa Fe County and the American Federation of State, County, and Municipal Employees, Council 18 (Local 1413)

BACKGROUND AND SUMMARY

The Santa Fe County Board of County Commissioners approved the collective bargaining agreement (CBA) effective October 28, 2014 through June 30, 2018. Article 30 of the CBA provides that there will be one (1) non-economic issues negotiated at the beginning of the second year of the CBA. Both parties worked diligently together and successfully completed negotiations of the non-economic item provided for in Article 30, and as a result have agreed to an amendment to Article 20, Uniforms. The new language states that bargaining unit employees shall follow the grooming and dress standards as set for in the Santa Fe County Corrections Department's Standard Operating Procedures (SOPs) or as amended. Both parties have also worked together on the language that will be included into the SOPs relative to this issue. The agreed upon language gives clarity to the grooming standards for uniformed officers and is amenable to both parties.

ACTION REQUESTED

The Union and Management Teams request approval of amendment no. 1 to the Collective Bargaining Agreement between Santa Fe County and the American Federation of State, County, and Municipal Employees, Council 18 (Local 1413)

Thank you for your consideration.

Attachment:

Amendment No. 1 to the Collective Bargaining Agreement between Santa Fe County and the American Federation of State, County, and Municipal Employees, Council 18 (Local 1413)

**AMENDMENT NO.1
TO
COLLECTIVE BARGAINING AGREEMENT
BETWEEN SANTA FE COUNTY AND
THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES,
COUNCIL 18 (LOCAL 1413)**

THIS AMENDMENT is made and entered into as of this _____ day of _____, 2016, by and between **Santa Fe County**, a political subdivision of the State of New Mexico (County) and the American Federation of State, County, and Municipal Employees, Council 18 (Union).

WHEREAS, the County and the Union (Parties) entered into the Collective Bargaining Agreement (CBA) effective October 28, 2014 through June 30, 2018;

WHEREAS, Article 30 of the CBA provides that there will be one (1) non-economic issue negotiated at the beginning of the second year of the CBA.

WHEREAS, the Parties successfully completed negotiation of the non-economic item allowed for in Article 30, and as a result have agreed to an amendment to Article 20.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Article 20, is amended by adding the following:

“Bargaining unit employees shall follow the Grooming and Dress standards as set forth in the Santa Fe County Corrections Department’s Standard Operating Procedures or as amended.”

2. All other provisions of the CBA not specifically deleted, replaced or amended by Amendment No. 1 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

SANTA FE COUNTY

Miguel M. Chavez, Chairperson

Date

ATTEST:

Geraldine Salazar, Santa Fe County Clerk

Date

APPROVED AS TO FORM:

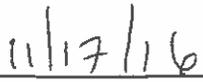
Gregory S. Shaffer
Santa Fe County Attorney

Date

AMERICAN FEDERATION OF STATE, COUNTY, AND
MUNICIPAL EMPLOYEES, COUNCIL 18 (LOCAL 1413)



Daniel Solis, President AFSCME Local 1413



Date

Henry P. Roybal
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: *February 24, 2016*

TO: *Board of County Commissioners*

VIA: *Katherine Miller, County Manager*

FROM: *Michael K. Kelley, Public Works Director*

ITEM AND ISSUE: Request Approval of the Delegation of Authority to the County Manager to Sign A New Mexico State Land Office (SLO) Right-Of-Way Easement No. R-35280 for the Caja Del Rio Subdivision (Senior Campus Project).

BACKGROUND AND DISCUSSION

On September 13, 2016, the Board of County Commissioners (BCC) approved the Water and Wastewater Line Extension, Water Delivery and Wastewater Discharge Agreement (Agreement) between Santa Fe County (County) and Caja del Rio Holdings, LLC (Developer). Among other things, the Agreement requires the Developer to acquire easements at the Developer's sole expense, as necessary, to extend the County's water and wastewater service lines to the Senior Campus at Caja del Rio Subdivision (Senior Campus). A portion of the line extension must be constructed across New Mexico State Trust Lands, which requires acquisition of a 99-year Right-of-Way Easement from the SLO. The Developer has tendered the acquisition cost of \$37,037.88 plus a \$500.00 surface damage bond to the SLO.

ACTION REQUESTED:

Delegate authority to the County Manager to review and approve attached Right-of-Way Easement No. R-35280 on behalf of the County.

Attachments:

(1) Right-Of-Way Easement No. R-35280

STATE OF NEW MEXICO
COMMISSIONER OF PUBLIC LANDS
PIPELINE RIGHT-OF-WAY

Right-of-Way Easement No. R-35280
Senior Campus @ Caja del Rio Sewer Line Project

This indenture made this _____ day of _____, 2016 by and between the State of New Mexico, acting by and through its Commissioner of Public Lands, "Grantor", and Santa Fe County, Public Works Department whose address is 424 Highway 599 Frontage Road, Santa Fe, New Mexico 87507 Grantee;

WITNESSETH:

That Grantor, for and in consideration of the sum of \$37,037.88 -----Thirty Seven Thousand Thirty Seven Dollars and 88/100-----cash in hand, receipt of which is hereby acknowledged, and other good and valuable consideration, hereby conveys to Grantee a right-of-way for the sole and exclusive purpose of an 8" buried gravity sewer line and a 12" water line including the right to enter upon the real estate hereinafter described at any time that it may see fit to construct, maintain and repair the structures upon the right-of-way, together with the right to remove trees, brush, undergrowth, and other obstructions interfering with the location, construction, and maintenance of said right-of-way.

The right-of-way hereby granted covers a strip of land 30 feet in width in Santa Fe County (ies), as more particularly described by the attached centerline description and survey plats, which are incorporated herein as Exhibit A.

This grant is made upon the following express terms and conditions:

1. This right-of-way is granted for a term of 99 years. The grant may be renewed for additional periods upon application to Grantor. Any such renewals are subject to such terms and conditions as the Grantor may require, and payment of compensation.
2. Grantor reserves the right to authorize or grant rights-of-way or other easements to third parties, which may be over, parallel to, or across this right-of-way. In such cases, the subsequent grantee may, at the discretion of the Grantor, be required to post a bond guaranteeing payment for damages to the installations and improvements of Grantee herein. In crossing any right-of-way for a highway, road, telephone, telegraph, transmission line, etc. Grantee herein will exercise due care so as not to interfere with said rights-of-way and will comply with all applicable laws, rules, and regulations in connection with the making of such crossings.
3. The right to grant additional rights-of-way or easements within this right-of-way belongs exclusively to Grantor. Grantor hereby agrees, however, that in the event Grantor elects to exercise such right and if Grantee herein is the New Mexico State Highway and Transportation Department, Grantor will secure in writing the agreement of subsequent right-of-way grantee that no facilities will be constructed or installed within the right-of-way subsequently granted without first obtaining from the Department a permit prescribing the conditions under which facilities may be placed within such right-of-way in accordance with the Department's applicable rules and regulations.
4. GRANTEE EXPRESSLY AGREES THAT PRIOR TO THE CONSTRUCTION OR INSTALLATION OF ANY FACILITIES WITHIN THE RIGHT-OF-WAY GRANTED HEREIN, GRANTEE WILL DETERMINE WHETHER THE RIGHT-OF-WAY IS WITHIN A PREVIOUSLY ESTABLISHED NEW MEXICO STATE HIGHWAY AND TRANSPORTATION DEPARTMENT RIGHT-OF-WAY, AND IF IT IS, GRANTEE WILL OBTAIN FROM THE DEPARTMENT A PERMIT THAT PRESCRIBES THE CONDITIONS UNDER WHICH

FACILITIES MAY BE PLACED WITHIN THE RIGHT-OF-WAY IN ACCORDANCE WITH THE DEPARTMENT'S APPLICABLE RULES AND REGULATIONS. GRANTEE FURTHER UNDERSTANDS AND AGREES THAT THE FAILURE TO OBTAIN SUCH PERMIT SHALL RESULT IN THE FORCIBLE REMOVAL BY THE DEPARTMENT OF ANY FACILITIES THAT MAY BE CONSTRUCTED OR INSTALLED WITHIN THE RIGHT-OF-WAY.

5. In clearing the right-of-way, Grantee agrees to dispose of brush and other debris so as not to interfere with the movement of livestock of state agriculture lessees.
6. All pipelines placed on said lands by virtue of this grant shall be buried not less than twenty inches (20") deep. An exception to this requirement may be granted on other than agricultural lands when hard rock is encountered which would require blasting, or when a temporary pipeline is necessary and will not unduly hamper other surface uses. Deviation of the twenty-inch depth must be shown on the plat accompanying the application for right-of-way or by the filing of an amended plat upon completion of construction.
7. Grantee hereby agrees to carefully avoid destruction or injury to any improvements or livestock lawfully upon the premises described herein, to close all gates immediately upon passing through same, and to pay promptly the reasonable and just damages for any injury or destruction arising from construction or maintenance of this right-of way.
8. Grantee shall not assign this right-of-way without the prior written approval of Grantor, which shall not be unreasonably withheld. Such approval may be conditioned upon the agreement by Grantee's assignee to additional conditions and covenants and may require payment of additional compensation to Grantor. This right-of-way is for the sole purpose stated and no other. Grantee agrees not to sell or otherwise grant to any person or entity any interest therein or the right to use any portion thereof.
9. The rights granted herein are subject to valid existing rights.
10. Grantor reserves the right to execute leases for oil and gas, coal, and minerals of whatsoever kind and for geothermal resources development and operation, the right to sell or dispose of same and the right to grant rights-of-way and easements related to such leasing.
11. In all matters affecting the premises described herein or operations thereon, Grantee, its employees, agents and contractors shall, at their own expense, fully comply with all laws, regulations, rules, ordinances, and requirements of any governmental authority or agency, which may be enacted or promulgated, including, but not limited to, requirements or enactments pertaining to conservation, sanitation, aesthetics, pollution, cultural properties, fire, or ecology, including those provisions of the New Mexico Cultural Properties Act, §§18-6-1 through 17, NMSA 1978, that attach criminal penalties to the appropriation, excavation, injury or destruction of any site or object of historical, archaeological, architectural, or scientific value located on state lands. In addition, Grantee, its employees, agents and contractors must comply with the provisions of the Pipeline Safety Act, §§ 70-3-11 through 20, NMSA 1978, and rules enacted pursuant to the Act, and agree to provide the Public Regulation Commission access to records of compliance.

Non-use of the right-of-way granted herein for any period in excess of one (1) year without the prior written consent of Grantor shall be conclusive proof of abandonment of the right-of-way, and shall cause the right-of-way to lapse *ipso facto* and revert to Grantor without further action or notice required of Grantor; and non-use for shorter periods shall place upon grantee the burden of providing that there was no intent to abandon. Grantee's abandonment cannot be waived by any action or inaction of Grantor or by Grantor's failure to discover such abandonment. The resumption of use by Grantee after abandonment shall be deemed a trespass. Grantee, if other than a governmental entity that is provided

immunity from suit by the New Mexico Tort Claims Act, agrees to save and hold harmless, defend and indemnify the State of New Mexico, the Commissioner of Public Lands, and his agents or employees, in their official and individual capacities, of and from any and all liability, claims, losses, or damages arising out of or alleged to arise out of or indirectly connected with the operations of Grantee, its employees, agents, or contractors hereunder; provided however that such claims, losses, or damages are not caused by the negligence or willful misconduct of Grantor.

12. Notwithstanding anything contained herein, Grantor may cancel this grant for violation of any of the covenants of this agreement; provided, however, that before any such cancellation shall become effective, Grantor shall mail to grantee or any approved assignee, by certified mail addressed to the post office address of Grantee or such assignee shown by Land Office records, a - sixty (60) day notice of intention to cancel, specifying the default for which the grant is subject to cancellation. No proof of receipt of notice shall be necessary and sixty (60) days after such mailing, Grantor may enter cancellation unless Grantee shall have sooner remedied the default to the satisfaction of Grantor.
13. Grantee agrees to preserve and protect the natural environmental conditions of the land encompassed in this grant, and to take those reclamation or corrective actions that are accepted soil and water conservation practices and that are deemed necessary by Grantor to protect the land from pollution, erosion, or other environmental degradation.
14. Grantee agrees to reclaim by grading, leveling, or terracing all areas disturbed by the construction or maintenance of the right-of-way or operations thereon and to landscape such areas at its own cost and expense. Landscaping shall include the planting of native grasses, shrubs, or other vegetation so as to return disturbed areas to their natural state and prevent water and wind erosion.
15. This grant shall become effective upon its execution by Grantor.

Stipulations:

- **Temporary Construction Space is granted up to 20' during initial construction and maintenance. Exclude remediation phase. Temporary Work Space not to exceed 180 days.**

(4)

Right-of-Way Easement No. R-35280

Approved as to form
Santa Fe County Attorney

By: [Signature]
Date: 11/21/2014

GRANTEE: Santa Fe County, Public Works Department

By: _____

ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ of _____, a _____ corporation, on behalf of said corporation.

My Commission Expires:

NOTARY PUBLIC

STATE OF NEW MEXICO

BY: _____
Aubrey Dunn
Commissioner of Public Lands

DATE: _____

S
E
A
L

		DATE: _____ TIME: _____ SHEET NO.: _____ TOTAL SHEETS: _____ PROJECT NO.: _____ CLIENT: _____ DRAWN BY: _____ CHECKED BY: _____ SCALE: _____ TITLE: _____	
EXHIBIT A LANDS OF STATE LAND OFFICE SECTION 2 & 1 T. 16 N. R. 8 E.		EASEMENT EXHIBIT SCALE: _____ DATE: _____ SHEET NO.: _____ TOTAL SHEETS: _____ PROJECT NO.: _____ CLIENT: _____ DRAWN BY: _____ CHECKED BY: _____ SCALE: _____ TITLE: _____	

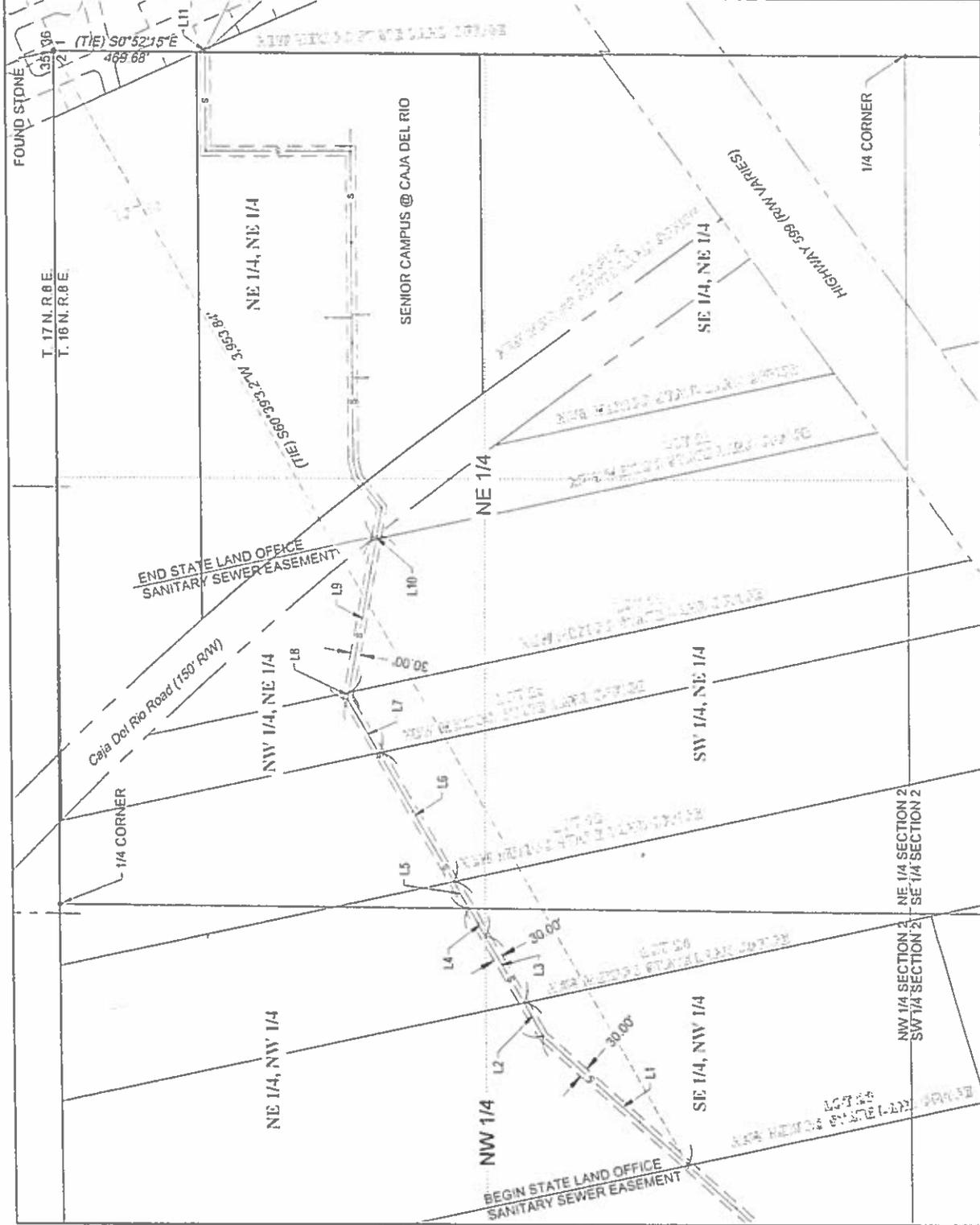
EXHIBIT A
LANDS OF
STATE LAND OFFICE
SECTION 2 & 1
T. 16 N. R. 8 E.

SCALE: 1" = 200'

jenks
jenks gavin
REGISTERED PROFESSIONAL ENGINEER
180 Grand Avenue, Suite 100
Medford, Oregon 97504-1001
PH: 531-752-1111 FAX: 531-752-1112

CAUWELS & STUVE
Consulting Engineers
1000 NE Oregon Street, Suite 100
Medford, Oregon 97504-1001
PH: 531-752-1111 FAX: 531-752-1112

HUITZOLARS
1000 NE Oregon Street, Suite 100
Medford, Oregon 97504-1001
PH: 531-752-1111 FAX: 531-752-1112



R-35280
EXHIBIT A
1 OF 1

UPC # 1-047-096-462-443



Aubrey Dunn
COMMISSIONER

State of New Mexico
Commissioner of Public Lands

310 OLD SANTA FE TRAIL
P.O. BOX 1148
SANTA FE, NEW MEXICO 87504-1148

COMMISSIONER'S OFFICE
Phone (505) 827-5760
Fax (505) 827-5766
www.nmstatelands.org

August 25, 2016

Santa Fe County, Public Works Department
424 Hwy. 599 Frontage Road
Santa Fe, New Mexico 87507

Attn: Michael Kelley

Re: NM State Land Office Right of Way Easement R-35280 (Senior Campus @ Caja del Rio
Sewer line)

Dear Mr. Kelley:

Enclosed in duplicate is the grant for the above referenced right of way requesting your signature and notary. Please have the grant signed in the presence of a Notary Public and return both copies to this office for approval.

PLEASE DO NOT DATE THE GRANT. It will be dated when the Commissioner's signature and official seal are affixed to the document. If any corrections are necessary, notify this office and we will retype or amend the grant as required. **PLEASE RETURN BOTH COPIES OF THE SIGNED GRANT WITHIN 30 DAYS.** If you are not able to return the signed grants within this time, please call for an extension. A signed copy will be returned to you.

We are requesting you please submit balance of \$37,537.88. Application is an 8" buried gravity sewer line & a 12" buried water line at \$60/rod for the 1st line and \$40/rod for the 2nd line based on fair market value plus a 99 year term factor = \$37,037.88. There is also \$500.00 due for a damage bond. If you feel this is in error, please contact this office as soon as possible.

Please be advised that any projects started on state trust land before the grants are finalized will result in a trespass penalty. Please do not start the project until you have executed grants from this office.

If you have any questions, or if we may be of further assistance, please do not hesitate to contact Philip Garcia, in the Right of Way Department at (505) 827-5784.

Sincerely,

A handwritten signature in black ink, appearing to read "Aubrey Dunn".

Aubrey Dunn
Commissioner of Public Lands

Enclosures

AD\pg



JENKINS GAVIN
LAND USE | PROJECT MANAGEMENT

TRANSMITTAL

DATE: November 18, 2016
 TO: Philip Garcia, State Land Office
 FROM: Jennifer Jenkins 
 RE: Senior Campus @ Caja del Rio/Santa Fe County ROW Application (R-35280)

Submitted herewith is a check in the amount of \$37,537.88, which includes the \$37,037.88 payment for the right-of-way plus the \$500.00 single damage bond.

Thank you.

RECEIVED BY:



 Signature

11/18/16

 Date

NOTES

RECEIPT DATE 11-18-16 NO. 710437

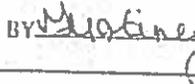
RECEIVED FROM Caja De Rio Holdings LLC

ADDRESS _____

FOR Thirty seven thousand five hundred thirty seven dollars and 88/100

1235280

AMT. OF ACCOUNT	AMT. PAID	BALANCE DUE	HOW PAID
			CASH
			CHECK <u>10059</u>
			MONEY ORDER

BY 

© 2001 FEDERAL © 01806

