Henry P. Roybal Commissioner, District 1

Anna Hansen Commissioner, District 2

Robert A. Anaya Commissioner, District 3



Anna T. Hamilton Commissioner, District 4

Ed Moreno
Commissioner, District 5

Katherine Miller County Manager

To:

Santa Fe County Board of County Commissioners

Through:

Katherine Miller, County Manager

From:

Patricia Boies, Health Services Division Director, Community Services Department

Date:

October 4, 2018

Re:

Approval of County Health Care Assistance Claims in the Amount of \$23,614.88

(Community Services Department/Patricia Boies)

ISSUE:

Approval of County Health Care Assistance claims in the amount of \$23,614.88.

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 \$23,614.88 as indicated on the Amount Paid to Vendors document. For this amount, 34 residents were served by partnering clinics and providers.

RECOMMENDATION:

We recommend the approval of County Health Care Assistance claims in the amount of \$23,614.88.

Amount Paid to Vendors

Indigent Healthcare Solutions Batch Dates 10/30/18-10/30/18

Vendor#	Name		# Invoices	Payable
23835	Casa Milagro		12	1,632.00
14962	City Of Santa Fe Fire Department		1	529.85
5855	El Centro Family Health	·	1	38.83
24813	Ihs Recovery Program Inc		9	713.64
142	Santa Fe Recovery Center		6	20,215.61
16159	Southwest Care Center		5	484.95
		Grand Total:	34	23.614.88

Santa Fe County Health Care Assistance Fund Community-Based Providers Fiscal Year 2019

30-Oct-18

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Provider Name	FY 19 Projected	Claims Approved Through September 25, 2018	Claims Presented October 30, 2018	Remaining Balance	% Remaining
Primary Care	Simple Si				
El Centro Family Health	1,000.00		38.83	961.17	96%
SW Care/Women's Health Services	25,000.00	5,667.68	484.95	18,847.37	75%
Total Primary Care	26,000.00	5,667.68	523.78	19,808.54	%92
Substance Abuse					
IHS Recovery Program	10,000.00		713.64	9,286.36	93%
Interfaith Leap-Sangre de Cristo House	25,000.00			25,000.00	100%
Santa Fe Recovery Center	310,000.00	125,844.99	20,215.61	163,939.40	53%
Total Substance Abuse	345,000.00	125,844.99	20,929.25	198,225.76	21%
Mental Health					
Casa Milagro	20,000.00	1,963.50	1,632.00	16,404.50	82%
Total Mental Health	20,000.00	1,963.50	1,632.00	16,404.50	82%
Ambulance					
City of Santa Fe Fire	4,500.00		529.85	3,970.15	88%
Santa Fe County Fire	200.00	,		500.00	100%
Total Ambulance	5,000.00		529.85	4,470.15	89%
				0.000	
Contingency	34,000.00			34,000.00	100%
The state of the s				10 000 010	,000
Total Health Care Assistance	430,000.00	133,476.17	23,614.88	272,908.95	63%
Cremations (Under Separate Cover)	30,000.00	3,600.00	1,800.00	24,600.00	82%
Grand Total	460.000.00	137,076,17	25,414,88	297,508.95	65%
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Henry P. Roybal Commissioner, District 1

Anna Hansen Commissioner, District 2

Robert A. Anaya Commissioner, District 3



Anna T. Hamilton Commissioner, District 4

Ed Moreno

Commissioner, District 5

Katherine Miller County Manager

MEMORANDUM

DATE:

October 3, 2018

TO:

Board of County Commissioners

FROM:

Michael Kelley, Public Works Department Director ML 1010 18

VIA:

Katherine Miller, County Manager

ITEM AND ISSUE: BCC Meeting October 30, 2018

County Line Extension and Water Delivery Agreement Between Santa Fe County and John

Ballew for Avanti Business Park (Utilities Division/John Dupuis)

SUMMARY:

This proposed Line Extension and Water Delivery Agreement (Agreement) between Santa Fe County (County) and John Ballew allows for the commitment from the County for water delivery to the Avanti Business Park (Development). Upon Board of County Commissioners' acceptance (at a future date), the new water delivery infrastructure and associated easements will be dedicated to the County.

BACKGROUND:

The Development consists of three commercial lots. Under the agreement, Avanti Business Park agrees to pay a fee in lieu of purchasing and transferring 0.44 acre-foot per year water rights to the County to back up the water delivery at a rate of \$16,000 per acre-foot, for a total of \$7,027.00.

DISCUSSION:

This agreement will allow Santa Fe County to provide 0.44 acre-feet per year to meet water demand for the subdivision.

Pursuant to the Agreement, the Developer will offer to dedicate the improvements and easements to the County. The dedication to the County will not be effective until it is accepted by the Board of County Commissioners.

ACTION REQUESTED:

Approval of the Line Extension and Water Delivery Agreement between the County and Avanti Business Park.

Attachment: Line Extension and Water Delivery Agreement

LINE EXTENSION AND WATER DELIVERY AGREEMENT

This Line Extension and Water Delivery Agreement ("Agreement") is made by and between Santa Fe County, acting through its Santa Fe County Utilities Division ("Utility"), and John Ballew ("Customer").

RECITALS

- A. This Agreement governs the terms and conditions under which the Utility will make water service available to the Customer to serve Avanti Business Park ("Development"), consisting of three (3) commercial lots located in Santa Fe County, New Mexico, identified as Lot 4B (Avanti BB LLC), Lot 4A-1 (Zamora), and Lot 4A-2 (Satya LLC) ("Commercial Lots"), as shown on Exhibit A. The Utility Customer Service Policies adopted by County Resolution No. 2012-88 ("Utility Policies"), and the Line Extension Policy adopted by County Resolution No. 2006-57 ("Line Extension Policy"), as may be amended, superseded, or replaced from time to time, are incorporated by reference into this Agreement, provided however that the Utility Policies shall prevail in any conflict with the Line Extension Policy.
- B. The Customer has requested the Utility to provide water service for domestic use and fire protection of 0.37 acre feet per year ("AFY") for the Commercial Lots, exclusive of the additional twenty (20) percent required by the Line Extension Policy.
- The County-owns and operates an 8-inch PVC water line located approximately three hundred forty five (345) feet northeast of the Development at the corner of Park Lane and Metro Boulevard, on the east side of Interstate 25. The County will make the line available for providing water service to the Development. To physically serve the Development from the line, the Customer shall extend the line from the corner of Park Lane and Metro Boulevard across Tract 1 toward the Development's eastern property line and into the cul-de-sac located at Avanti Court, and terminate at Avanti Road ("Line Extension Project").
- D. As described below, before the Utility provides water service to the Development, the Customer shall take several actions, including:
 - 1. Construct the Line Extension Project at its own expense;
 - 2. Provide warranties and insurance for the Line Extension Project;
 - 3. Acquire, record, dedicate, and assign easements for the Line Extension Project to the County; and
 - 4. Make a payment to the County in lieu of purchasing and transferring water rights.
- E. As described below, before the Utility provides water service to a Commercial

Lot in the Development, the owner of the Commercial Lot shall establish a water service account.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Utility and the Customer agree as follows:

1. Line Extension Project

- Description. The Line Extension Project consists of the design, construction, installation, and testing of infrastructure to provide water service to the Development, including (i) tie-ins and extensions of the existing 8" PVC water line; (ii) individual service lines, service saddles, and meter cans for each Residential Lot; (iii) control and isolation valves, service taps, fire hydrants, and fire service lines; (iv) lines and valves from the meter cans to each Commercial Lot; and (v) reclamation of disturbed surface areas to their pre-construction condition or as otherwise required by applicable law.
- 1.2 <u>Utility Improvements.</u> "Utility Improvements" means the elements of the Line Extension Project described in Section 1.1(i)-(iii) and (v).
- 1.3 <u>Customer Improvements</u>, "Customer Improvements" means the elements of the Line Extension Project described in Section 1.1(iv).
 - 1.4 <u>Customer's Obligation to Pay.</u> The Customer shall be solely responsible for the cost of constructing the Line Extension Project.

2. Utility Improvements

- 2.1 <u>Construction Standards and Requirements.</u> The Customer shall design, construct, install, and test the Utility Improvements in compliance with the Utility Policies, standards, and requirements, the applicable standards and requirements of the American Water Works Association and the New Mexico Standard Specifications for Public Works Construction (NMAPWA 2006 Edition or subsequent revisions), and all applicable federal, state, and local laws, regulations, and codes.
- 2.2 <u>Professional Engineer and Surveyor.</u> A New Mexico licensed professional engineer ("Project Engineer") shall perform, supervise, or oversee the design, fabrication, construction, installation, and testing of Utility Improvements, as required by the New Mexico Engineering and Surveying Practices Act, and the certification and stamping of all drawings, plans and specifications. A New Mexico licensed surveyor shall prepare the construction surveying and certify the survey plats.
- 2.3 <u>Inspections.</u> The Utility may inspect the construction, installation, and testing of the Utility Improvements at any reasonable time, and may in its discretion require the Customer to schedule and conduct such construction, installation, and testing to allow

the Utility to observe the activity. Prior to backfilling over any segment of the Utility Improvements that has been finally constructed and installed, the Project Engineer shall contact the Utility and arrange a final inspection. The Utility shall promptly send an inspector who shall either provide the Project Engineer with a written list of items to cure prior to backfilling, including a requirement for additional testing and inspection, or shall authorize the backfilling of the segment

- 2.4 <u>Field Tests.</u> The Customer shall conduct field tests of the Utility Improvements using a certified testing laboratory and shall report the results of the field tests under the seal of a licensed New Mexico professional engineer. The tests shall be conducted and reported in accordance with all applicable Utility Policies, standards, and requirements, and using forms provided by the Utility. After reviewing the results of the field tests, and considering the results of any inspections and observed conditions, the Utility shall either approve the Utility Improvements or require that the Customer conduct and report additional field tests in accordance with this section.
- 2.5 <u>Final Documentation</u>. The Project Engineer shall provide the Utility with complete, final, and certified record (as-built) drawings of the Utility Improvements that reflect the distances between all fittings, valves, hydrants, meters and other appurtenances, and complete and accurate valve card data, and the disinfection results, hydrostatic pressure test results, bacteriological test results, backfill compaction densities, and concrete strength test results ("Final Documentation"). All as-built data shall be provided in hard copy (24" x 36") and PDF formats, with an index cover map if appropriate.
- 2.6 <u>Warranty.</u> The Customer shall warrant to the Utility that the Utility Improvements are free, and shall remain free for a period of one (1) year after the date of the issuance of the Certificate of Completion, from defect in materials and workmanship ("Warranty"). The Warranty shall include either (i) a performance surety bond in the amount of one hundred (100) percent of, or (ii) an irrevocable letter of credit in the amount of one hundred twenty-five (125) percent of, the actual cost of construction of the Utility Improvements, including any changes required under this Agreement.
- 2.7 <u>Insurance</u>. Until the expiration of the Warranty, the Customer shall maintain a general liability insurance policy that, at a minimum, covers bodily injury and property damage relating to or arising out of to the Line Extension Project ("Insurance Policy"). The Insurance Policy shall have a liability limit in the amount of not less than one million dollars (\$1,000,000) per occurrence, and shall name the County as an additional insured. The Customer shall provide proof of the Insurance Policy at the time of the Customer's execution of this Agreement.
- 2.8 Fees. The Customer shall pay a project review fee equal to 0.5% of the actual cost of construction of the Utility Improvements and a project inspection fee equal to 1.5% of the actual cost of construction of the Utility Improvements no later than ten (10) business days after the Customer's execution of this Agreement ("Project Fees"). The

Customer shall provide an accounting of the actual cost of construction of the Utility Improvements along with supporting documentation, no later than ten (10) business days after receipt of a written request from the County.

2.9 <u>Certificate of Completion</u>. Following the Utility's receipt and approval of the Utility Improvements, Final Documentation, Warranty, Insurance, and Project Fees, the Utility shall issue a Certificate of Completion.

3. Customer Improvements

- 3.1 <u>Construction Standards and Requirements</u>. The Customer shall design, construct, install, and test the Customer Improvements in accordance with all applicable Utility Polices, standards, and requirements.
- 3.2 <u>Cross Connections</u>. The Customer shall demonstrate that there is no cross-connection between the Line Extension Project and any other source of water.
- 3.3 <u>Inspection</u>. The Customer shall notify the Utility before it commences the construction, installation, and testing of the Customer Improvements at each Commercial Lot. The Utility may inspect the Customer Improvements at the Commercial Lots, at any reasonable time.
- 3.4 Changes. The Utility may require the Customer to make changes to the Customer Improvements as a condition of providing water service to a Commercial Lot.
- 3.5 Costs. The Customer shall be solely responsible for paying the cost of the Customer Improvements.

4. Easements

- 4.1 <u>Permanent Easements</u>. The Customer shall acquire permanent easements for the Utility Improvements in its own name, at its own cost, and in a form acceptable to the Utility ("Water Line Easement"). The Water Line Easement shall cover and allow access on, under, over and upon a continuous thirty (15) foot strip of land, or a different area as required or agreed by the County based on unique circumstances, generally centered on the water lines, for the purpose of operating, maintaining, repairing, and replacing the Utility Improvements in perpetuity. Upon approval by the Utility, the Customer shall record the permanent easements comprising the Water Line Easement in the records of the County Clerk.
- 4.2 <u>Survey Plat</u>. The Customer shall submit a survey plat of the Water Line Easement in a form acceptable to the Utility ("Water Line Survey Plat"). The Water Line Survey Plat shall reference each permanent easement comprising the Water Line Easement by book, page and instrument number. Upon approval by the Utility, the Customer shall record the Water Line Survey Plat in the records of the County Clerk.

5. Offer and Acceptance of Water Line Easement and Utility Improvements

5.1 <u>Customer's Offer</u>. After the County issues the Certificate of Completion and the Customer has recorded the Water Line Easement and Survey Plat, the Customer shall offer to dedicate and assign to the County, in a form acceptable to the Utility, the Water Line Easement, the Utility Improvements, and any warranties and guarantees related to the Utility Improvements.

5.2 County's Acceptance

- 5.2.1 <u>General</u>. The Customer's offer to dedicate and assign the Water Line Easement, Utility Improvements, and any warranties and guarantees related to the Utility Improvements shall not be effective until accepted in writing by the Utility.
- 5.2.2 Additional Conditions. The Utility may impose additional conditions for acceptance of the dedication and assignment, including (i) proof of perfection of title to the Water Line Easement; (ii) assurance that the County will have sufficient rights, title, and interest to provide perpetual legal and physical access to operate and maintain the Utility Improvements; (iii) the completion of construction of the Utility Improvements in accordance with Utility Policies, standards, and requirements; and (iv) assurance that the Customer has obtained sufficient warranties and guarantees related to the Utility Improvements.
- 5.2.3 Acceptance Criteria. The Utility shall not accept the dedication and assignment until (i) the Customer satisfies all conditions required by the Utility; and (ii) the Utility confirms that the Utility's budget contains sufficient funds to safely and reliably operate and maintain the Utility Improvements.
- 5.2.4 Effect of County's Acceptance. Prior to the Utility's acceptance of the dedication and assignment, all rights, title, and interest in the Utility Improvements and Water Line Easement shall remain with the Customer, and the Customer shall be solely responsible for operating and maintaining the Utility Improvements. After the Utility's written acceptance of the dedication and assignment, all rights, title, and interest in the Utility Improvements and Water Line Easement shall vest in the County, and the Utility thereafter shall be solely responsible for operating and maintaining the Utility Improvements.

Water Budget and Fee

6.1 <u>Water Budget</u>: The Development shall receive water service of 0.37 AFY, ("Water Budget"). The Development shall not exceed the Water Budget unless: (i) the Development's increased water use complies with the Utility Policies and County ordinances and resolutions; (ii) the Utility approves an increase in the Water Budget in writing; (iii) the County and the Customer either enter into a Water Rights Transfer Agreement in which the Customer agrees to provide additional water rights in an

amount and of a nature acceptable to the Utility, or pays a fee in lieu of water rights; and (iv) this Agreement is amended accordingly.

- 6.2 <u>Fee in Lieu of Water Rights</u>. The Customer shall pay seven thousand twenty seven dollars (\$7,027.00) to the County for water service to the Development in lieu of the purchase and transfer of water rights to the County, calculated as the Water Budget of 0.37 AFY plus twenty (20) percent, for a total of 0.44 AFY, at the rate of sixteen thousand dollars (\$16,000) AFY.
- 6.3 <u>Wells</u>. The Customer represents and warrants that there are no water wells within the Development, and that the Customer shall not drill any new water well within or to serve the Development.

7. Water Service

- 7.1 Schedule and Approval. Prior to execution of this Agreement, the Utility shall recommend to the Board of County Commissioners that the Water Budget of 0.37 AFY be scheduled and approved for delivery to the Development. Upon approval of the Water Budget by the Board of County Commissioners, this Agreement shall not terminated except as provided in Section 7, even if the Commercial Lots in the Development do not take delivery of the entire Water Budget of 0.37 AFY within one (1) year.
- Application for Water Service Accounts. A Commercial Lot shall not be entitled to water service until the owner of the Commercial Lot establishes a water service account and pays the applicable fees and charges. For all three Commercial Lots, upon the Utility's issuance of a Certificate of Completion and acceptance of the Water Line Easement, Utility Improvements, and any warranties and guarantees related to the Utility Improvements, the owner of a Commercial Lot shall apply for a water service account. The application shall be in a form acceptable to the Utility.
- 7.3 <u>Transfer of Water Service Accounts</u>. The owner of a Commercial Lot may transfer the water service account to another owner or lessee of the Commercial Lot in accordance with the Utility Policies.

8. Termination

- 8.1 <u>Mutual Agreement</u>. The parties may terminate this Agreement by mutual agreement in writing.
- 8.2 <u>Customer's Right to Terminate Agreement</u>. The Customer may terminate this Agreement in writing by sending notice to the Utility by certified first class mail at any time prior to the Utility's acceptance of the dedication and assignment of the Water Line Easement, Utility Improvements, and any warranties and guarantees related to the Utility Improvements.
- 8.3 Material Breach of Agreement. Either party may terminate this Agreement for

an uncured material breach. In the event of an alleged material breach, the non-breaching party shall give the alleged breaching party notice of breach by certified first class mail. The alleged breaching party shall have ninety (90) days from receipt of the notice to cure the breach. If the alleged breaching party does not cure the breach within the ninety (90) day period, the non-breaching party may terminate this Agreement by providing notice by certified first class mail to the alleged breaching party.

8.4 <u>Obligation to Provide Water Service</u>. Upon termination of this Agreement for any reason, the Utility shall have no obligation to provide water service to the Development or to any Commercial Lot.

9. <u>Miscellaneous Provisions</u>

- 9.1 <u>Assignment</u>. This Agreement shall not be assigned except to a subsequent owner of the Development.
- 9.2 <u>Amendment</u>. This Agreement shall not be amended except in a writing executed by both parties.
- 9.3 <u>Indemnity</u>. The Customer shall indemnify, defend, and hold harmless the County, including its commissioners, employees, contractors, and agents, from and against all loss, costs, claims, causes of action, and any and all other liability relating to or arising out of the Line Extension Project, this Agreement, or the actions or omissions of the Customer or Subsequent Customer, including their employees, contractors, and agents.
- 9.4 <u>Survival</u>. The provisions for Warranty, Insurance, and Indemnity shall survive termination of this Agreement.
- 9.5 <u>Integration</u>. This Agreement sets out the complete Agreement between the parties regarding the Utility's provision of water service to the Development, and all prior agreements and understandings, whether written or oral, are incorporated into this Agreement.
- 9.6 Debt. Nothing in this Agreement requires, or shall be construed to require, the County to incur any debt in violation of NMSA 1978, Sections 6-6-11 through 6-6-18 (1999).
- 9.7 <u>Binding Effect</u>. This Agreement shall be binding on and inure to the benefit of any subsequent owner of the Development and any successor or assignee of the Utility.
- 9.8 <u>Applicable Law</u>. In the event of any dispute between the parties regarding this Agreement, the laws of the state of New Mexico shall apply to this Agreement.
- 9.9 <u>Venue</u>. In the event of any dispute between the parties regarding this

Agreement, the exclusive venue shall be the First Judicial District of the New Mexico district courts, Santa Fe County, New Mexico.

- 9.10 <u>Third-Party Beneficiaries</u>. This Agreement shall be enforceable only by the parties. There are no third-party beneficiaries, including the owner of a Commercial Lot, to this Agreement.
- 9.11 <u>Incorporation of Recitals</u>. The Recitals are incorporated into and made a part of this Agreement by reference.
- 9.12 <u>Whole Agreement.</u> This Agreement reflects the entire agreement by the parties, supersedes all prior agreements and understandings by the parties, and shall not be interpreted or modified by reference to any other course of dealing, understanding, agreement, or representation.
- 9.13 <u>Waiver</u>. The Utility's failure or delay in exercising any right or privilege under this Agreement shall not operate as a waiver, nor shall any single or partial exercise of a right or privilege under this Agreement preclude the exercise of another or further exercise of a right or privilege.

SANTA FE COUNTY

By:		Date:	
Anna Hansen, Chair	And the state of t		
Board of County Con	nmissioners		
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ATTEST:			
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		Date:	
Geraldine Salazar			
Santa Fe County Clerk		•	
Approved as to form:	۸. ۳	Date: $q(1)$	lie.
R. Bruce Frederick	10	Date: 9	11-
Santa Fe County Attorne	эу		

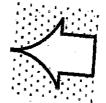
Stephanie Shardin Clarke
Santa Fe County Finance Director

Date: 9/18/18

JOHN BALLEW

John Ballew

Date: <u>9/27/18</u>



ACKNOWLEDGEMENT

STATE OF NEW MEXICO

COUNTY OF SANTA FE

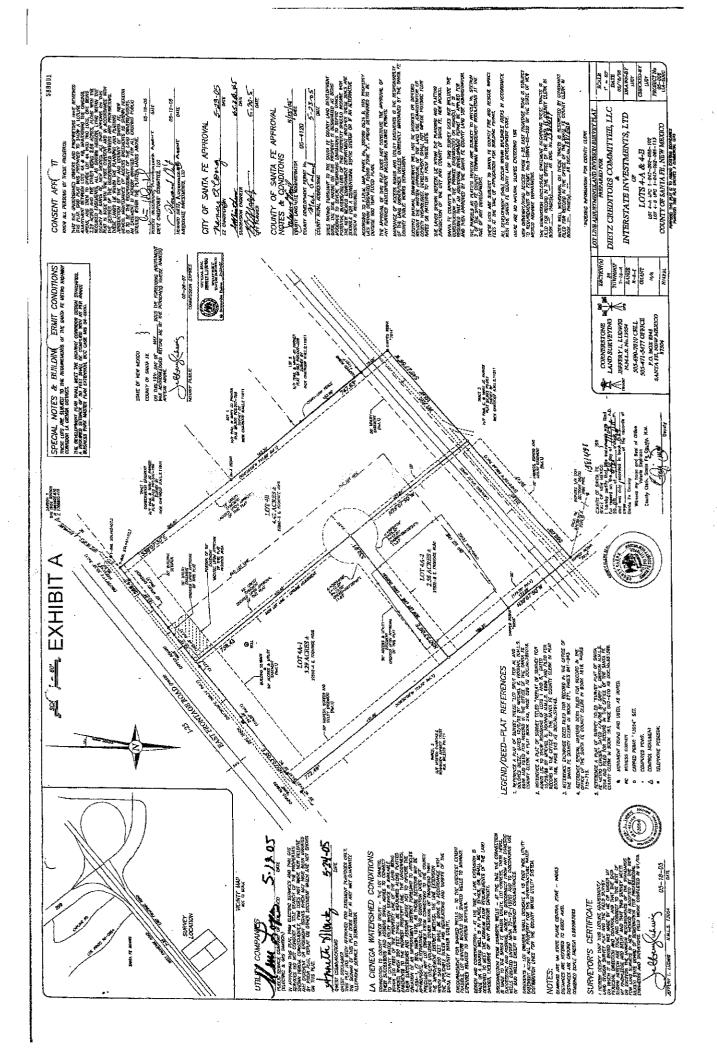
This Line Extension and Delivery Agreement was acknowledged before me on this) day

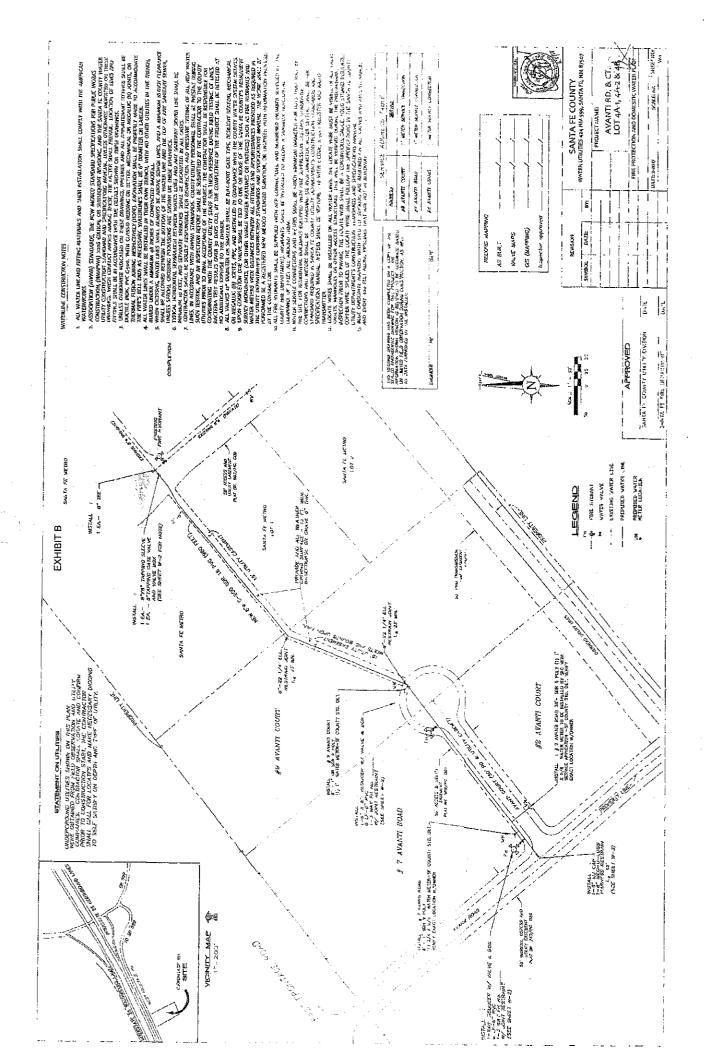
of Thursday september 2018, by John Berliese

Notary Public

My commission expires 11.2.1011







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