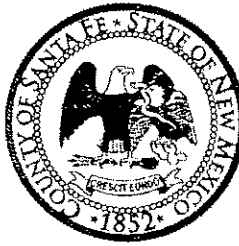


Henry P. Roybal
Commissioner, District 1

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: Board of County Commissioners

From: Bernadette Salazar, Human Resources Director *BS*

Via: Katherine Miller, County Manager

Date: November 30, 2016

Re: Request approval of the Collective Bargaining Agreement between the County of Santa Fe and the American Federation of State, County and Municipal Employees (AFSCME), New Mexico Council 18 (referring to the bargaining unit as local #1413-M)

BACKGROUND AND SUMMARY

The Santa Fe County Management Team and the AFSCME Council 18 (referring to its bargaining unit as Local 1413M) have negotiated the collective bargaining agreement beginning in November 2016. Please note that at the request of AFSCME, the contract refers to the bargaining unit as AFSCME Council 18, Local #1413M, however the Certification of Representation only refers to AFSCME Council 18. The parties have worked diligently together to come to a mutual agreement in the best interest of the County and our employees. The contract is essentially the same contract that was approved in 2014 with the exception of Article 20, Overtime, which includes clarification language with regard to mandatory overtime, Article 22, Wages, which includes a 1% cost of living increase, and Article 27, Term of Agreement which allows for a wage re-opener no earlier than May 2017 and no later than June 2017 and one non-economic re-opener no earlier than July 2018.

ACTION REQUESTED

The action requested is approval of the Collective Bargaining Agreement between the County of Santa Fe and the American Federation of State, County and Municipal Employees (AFSCME) New Mexico Council 18 (referring to the bargaining unit as local #1413-M)

Thank you for your consideration.

Attachment:

Collective Bargaining Agreement between the County of Santa Fe and the American Federation of State, County and Municipal Employees (AFSCME) New Mexico Council 18 (referring to the bargaining unit as local #1413-M) effective December 13, 2016 to December 1, 2020)

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AGREEMENT BETWEEN THE COUNTY OF SANTA FE
AND THE AMERICAN FEDERATION OF STATE,
COUNTY, AND MUNICIPAL EMPLOYEES (AFSCME),
NEW MEXICO COUNCIL 18 (REFERRING TO THE
BARGAINING UNIT AS LOCAL 1413-M)

December 13, 2016 to December 31, 2020

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ARTICLE 1. AUTHORITY, RECOGNITION, AND PURPOSE

Section 1. General

- A. This agreement (hereinafter referred to as the "Agreement") has been made and entered into by and between the County of Santa Fe (hereinafter referred to as the "County" or "Employer"), and Local 1413-M, County of Santa Fe Employees, of the American Federation of State, County and Municipal Employees, Council 18, AFL-CIO, (hereinafter referred to as the "Union").
- B. The Union acknowledges the mission, goals and obligations of the County of Santa Fe as a provider of services to the citizens of the County of Santa Fe. Both the Union and the County believe that employees are important to accomplishing goals set forth by the Santa Fe County governing body.

Section 2. Recognition and Purpose

- A. The Employer recognizes the Union as the sole and exclusive representative of employees in the bargaining unit in matters establishing and pertaining to wages, hours, and all other terms and conditions of employment pursuant to the provisions of the Public Employees Bargaining Act (PEBA) NMSA 1978, Section 10-7E-1 et.seq.
- B. The purpose of this Agreement is to establish reasonable terms and conditions of employment for bargaining unit members.

Section 3. Employee Human Resource Policies

- A. The County and the Union agree that all issues not specifically addressed in this Agreement shall be governed by the most recent Santa Fe County Human Resources Handbook ("HR Handbook"). In the event of an irreconcilable conflict between any provision of this Agreement and the HR Handbook, the Agreement shall control with respect to bargaining unit members.

ARTICLE 2. NON- DISCRIMINATION AND FAIR TREATMENT

Section 1. Compliance with Laws

Both the County and the Union agree to comply with all applicable County, state and federal laws.

Section 2. Non-Discrimination

The County shall not practice, nor tolerate, discrimination against employees through employment practices, including but not limited to, recruitment, hiring, training, education, reassignment, and promotion on the basis of any non-relevant factors such as race, color, religion, sex, ancestry, ethnicity, national origin, political affiliation, and/or beliefs, age, mental or physical disability, gender identity, sexual orientation, marital or family status, union activity, medical condition, or use of a second language other than English.

Section 3. Prohibited Practices

Neither party shall engage in any prohibited practices pursuant to the Public Employee Bargaining Act.

The Employer agrees that employees shall be protected from discrimination, intimidation, restraint, coercion or retaliation, including involuntary reassignment or changes in working conditions resulting from the filing of a good faith discrimination complaint, grievance, prohibited practice complaint, complaint alleging the Employer or other employees interfered with the complaining employee's constitutional rights and/or any right granted by this Agreement, County Ordinance, or other law, including any other right regarding union activity.

Section 4. Reporting Improper Activities

The Employer and the Union encourage employees to report waste, fraud, abuse of authority, violation of laws, or other improper government activity in good faith without fear of retaliation. The Employer shall insure that all employees are aware of their rights under the New Mexico Whistleblower Protection Act, Section 10-16C-1, NMSA 1978, et.seq.

ARTICLE 3. BARGAINING UNIT DEFINITION AND INFORMATION

Section 1. Bargaining Unit Definition and Information

- A. The parties to this Agreement are Santa Fe County ("County") and the American Federation of State, County, and Municipal Employees, Local 1413-M. The County recognizes the Union as the exclusive representative of all employees in the bargaining unit which consists of all regular, non-probationary, non-temporary employees of Santa Fe County Corrections Department in the positions of Licensed Practical Nurse, Registered Nurse, Nurse Practitioner, Physician's Assistant, Pharmacy Technician, and Dental Assistant and excludes supervisory, managerial, and confidential employees and all other employees.
- B. The County will provide the Union with a listing of bargaining unit employees annually to include the employee's name, classification, hourly rate, and date of hire.

Section 2. Accretion

- A. When the County creates a new Corrections job classification or position or makes changes to a current union classification or position, HR shall notify the Union in writing within seven (7) working days. The notification shall contain details of job duties of the new position and the County's preliminary determination as to whether it is to be included in the bargaining union.
- B. The Union shall notify the County within seven (7) working days of receipt of notification pursuant to subsection A above if it wishes to discuss the information contained in the notification. If both parties agree that the new classification shall be placed in the bargaining unit, recognition shall be effective the first full pay period following execution of agreement. The accretion process shall be in compliance with PEBA.

Section 3. Contracting Out

- A. The County will not contract out for services currently performed by bargaining unit employees unless it can be demonstrated that the work to be contracted for cannot be accomplished within

a timeframe acceptable to the County by the expertise, capacity, and/or capability of existing bargaining unit employees, or it is fiscally responsible to do so.

- B. If the County intends to contract out for services currently performed by bargaining unit employees, the County will provide the Union with at least ten (10) workdays notice prior to contracting out. The Union may, within five (5) workdays of receipt of the notice, provide written alternatives to contracting out along with information to support such alternatives.

ARTICLE 4. UNION AND MANAGEMENT RIGHTS

Section 1. Non-Interference

- A. The parties acknowledge that each is free to conduct its affairs and business in the manner which each respectively believes to be in its own best interest subject to the provisions of this Agreement and without interfering with the operation of the County. In exercising those rights the following provisions shall apply:
 - 1. The Union shall not use the County's interoffice mail services, mailboxes, or e-mail and shall not use County time, equipment, property, or materials for Union Business.
 - 2. The County shall make available to the Union upon its request any public information in accordance with applicable law.

Section 2. Management Rights

The County retains and reserves all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and constitutions of the State of New Mexico and the United States, the Public Employee Bargaining Act, and local Ordinances. The Union recognizes that except as specifically limited, abridged, or relinquished by the terms and provisions of this Agreement, all rights to manage, direct, or supervise the operations of the County and employees are vested solely in the County. The County shall also have the management rights outlined below:

- A. To determine the mission of the County and its departments, set standards and take action to carryout and maintain uninterrupted services to County citizens;
- B. To exercise control and discretion over the County organization and operations;
- C. To direct employees of the County and evaluate and judge employee's skill, ability, efficiency, and general performance in accordance with adopted County policies;
- D. To hire, promote, transfer, assign, and retain employees in positions with the County, and to suspend, demote, discharge, or take other disciplinary action against employees for just cause in accordance with provisions within this Agreement;
- E. To lay off employees from duties or reduce hours because of lack of work or for other legitimate reasons;
- F. To determine the methods, means, and personnel by which such County operations are to be conducted.

The County shall have the right to make such reasonable rules and regulations respecting the conduct of employees, as it may from time to time deem best for the purpose of maintaining order, safety, and/or efficient operations. There shall be no implied or inferred rights to the Union or any employees. If this Agreement is silent regarding a particular issue, it shall be considered a retained management right to exercise discretion on such issue.

Section 3. Union Rights

- A. The parties agree that all employees in the bargaining unit are entitled to all of the rights and privileges delineated in this Agreement. The Union shall be the exclusive representative for the representation of those rights.
- B. Employees have the right to form, join or assist the Union. Employees also have the right not to form, join or assist the Union. Membership or non-membership in the Union is strictly voluntary and may be terminated by the employee in accordance with this Agreement. The parties recognize that the exercise of these rights shall not interfere with the delivery of services.
- C. The parties agree that the Union has the right to represent employees during the formal disciplinary process and at meetings the employees reasonably believes could result in disciplinary action so long as that representation does not interfere with the operations of the County.
- D. Space designated by the County for closed and locked bulletin boards, to be furnished by the Union, where the Union may post announcements will be made available upon approval by the HR Director or designee. Union representatives shall post any and all Union announcements on the bulletin board.
- E. Union representatives may schedule meetings with management as mutually agreed, to discuss matters pertaining to this Agreement. Such meetings shall occur on non-work time of any bargaining unit employees involved.
- F. If the Employer requests that a Union employee participate in a meeting, the union employee is not required to take personal leave or leave without pay. The employer shall make every effort to schedule such meetings during the normal functions of the County and at a time which will not interfere or jeopardize the service or safety of the residents/visitors of Santa Fe County.
- G. Union officials may rent County community/senior centers consistent with County policies and procedures.
- H. Due to the safety and security of the facility, all incoming mail may be opened. Bargaining unit employees should have no expectation of privacy with regard to mail into or out of the facility.

ARTICLE 5. COUNTY SENIORITY

Section 1. General

Seniority is defined as length of continuous service in County class, department, or division.

Section 2. County Seniority.

County seniority is the length of continuous service with the County of Santa Fe. County seniority is broken by separation.

Section 3. Classification Seniority

Classification (Class) seniority is entry date the bargaining unit employee began working in his/her current job classification. Classification Seniority is broken by promotion, reassignment, or a change to a different job classification.

Section 4. Division Seniority

Division seniority is the length of continuous service an employee has in his/her current division. Division seniority is broken by reassignment to another division.

Section 5. Identical Hire Dates

Where two (2) or more employees have the same seniority date for determining job rights, the tie shall be broken with seniority based on the highest number of the last four (4) digits of the social security number (the highest number would be 9999, the lowest 0000). A tie will be settled by the toss of a coin.

Section 6. Military Service

The County will comply with the Federal Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA).

ARTICLE 6. LAYOFF, FURLOUGH, AND RECALL

Section 1. Furlough

In the event the County is in need of a furlough, the County Manager shall submit a plan to the Board of County Commissioners that identifies County positions to be affected by the furlough. At least thirty calendar days prior to submitting a plan to the Board of County Commissioners, the County shall provide a draft plan which identifies bargaining unit positions addressed by the plan, to the Union. The County Manager may order a furlough without submitting a plan to the Board and the Union only if a financial emergency exists and there is insufficient time for the Board of County Commissioners to consider a plan. During the thirty days prior to submission of the plan to the Board of County Commissioners, the Union shall have the opportunity to provide the HR Director with cost-cutting measures, identified in writing, within the bargaining unit for consideration prior to the submittal of the plan to the Board of County Commissioners or implementation of any furlough in non-emergency situations. A furlough is the temporary placement of an employee in a reduced work hour schedule, which can either be partial or full-time, for lack of work or funds. No furlough may exceed twelve (12) months in duration. A furloughed employee shall be given at least fourteen (14) calendar day's written notice of furlough, unless the time limit is waived by the County Manager. Employees shall be returned from furlough when the reasons for the furlough cease to exist. Wherever possible, all

affected employees shall be returned at the same time, to the same extent. The grievance or appeal process is not available regarding a furlough.

Section 2. Layoff

The County may lay off an employee only to eliminate positions, as a result of a shortage of work or funds, or for other reasons unrelated to the performance of an employee. The County Manager may identify County positions for purposes of a layoff and shall submit a written layoff plan to the Board of County Commissioners. Such positions may be identified on the basis of geographic area, function, funding source, or other factors. At least thirty calendar days prior to submitting a lay off plan to the Board of County Commissioners, the County shall provide the Union a draft lay off plan which identifies bargaining unit positions addressed by the plan. The Union shall have the opportunity to provide the HR Director with cost-cutting measures or other solutions, in writing, within the bargaining unit for consideration prior to the submittal of the plan to the Board of County Commissioners or implementation of any layoff. Upon approval by the Board of County Commissioners of a layoff plan, the HR Director shall initiate the right of first refusal among the affected County positions. Employees shall be laid off in order of seniority within job titles.

Section 3. Return to Work from a Layoff

Employees at the time of separation by a layoff shall have reemployment rights for twelve months after the date served with notice of the layoff, under the following provisions: Employees shall be returned to work in reverse order of seniority within job titles to any position to be filled for which the employee is qualified. The position must contain the same or lower midpoint salary range as that held at the time of the employee's separation; offers of reemployment shall be made in writing. An employee who is offered and accepts reemployment after layoff shall occupy the position within fourteen (14) calendar days of accepting the offer of reemployment, or forfeit the right to reemployment; and an employee who refuses an offer of reemployment or fails to respond to an offer of reemployment within fourteen (14) calendar days shall not be eligible to receive subsequent offers of reemployment, although the employee will be eligible to apply for any position for which the employee is eligible. Employees returned to work shall have that period of time they were laid off counted as time served in the employment of the County, and shall not be required to serve a new probationary period.

ARTICLE 7. DUES DEDUCTION

Section 1. Union Dues

- A. The County agrees to deduct membership dues levied by the Union from the paycheck of bargaining unit employees who have voluntarily executed a dues deduction authorized form. Such dues deduction shall not include any fees, assessment, or fines of any kind. Deductions will commence the first full pay period after receipt of the signed authorization form. The amount of dues deductions shall be certified in writing to the Human Resources Office by the President of the Union. Prior to any increases to dues deductions, the Union shall provide written notification to the employer and all bargaining unit members thirty (30) business days before the effective date of the increase. The increased deduction will commence the first full pay period following receipt of the thirty (30) business days notification as required above.

- B. If the employee is later assigned outside of the bargaining unit, the County will change the Union status and stop Union dues deductions.
- C. All money deducted from wages under this article shall be remitted to AFSCME promptly after the payday covering the period of deduction.

Section 2. Terminated Dues

- A. Dues deductions may be terminated following written notification from the employee to the Human Resources Office and the Union during the first full pay period of January or the first full pay period of July. In the event of a documented hardship, employees may stop dues deductions at any time.
- B. If in the event a reimbursement is owed to an employee by the Union due to a transfer out of the bargaining unit, the employee shall request in writing to the Union Secretary, Treasurer or President at the earliest possible opportunity.
- C. If an employee has insufficient earnings for the pay period or is on non-pay status, no payroll deductions will be made for that employee for that pay period.
- D. The Union will indemnify, pay for the defense of, and hold the County harmless of any claims made and against the County for compliance with issues pertaining to Union dues. The Union agrees to refund any amount paid to it in error on account of the payroll deductions provisions as determined by the County.

ARTICLE 8. WORK SCHEDULES, PAY PERIODS AND STAFFING

- A. The County has the right of assignment of employees and determination of the employees' work schedules. Any long-term change to an employee's work schedule will be provided to the employee in writing at least one (1) week prior to the effective date of the change.
- B. The workweek for bargaining unit employees will begin on Saturday at 12:01 AM and end seven consecutive 24-hour periods later.
- C. The pay period for bargaining unit employees shall be two (2) consecutive workweeks.
- D. All bargaining unit employees on 8, 10, or 12-hour shifts will be paid for their meal breaks if they are required to remain at the facility or on-call during this time. If a bargaining unit employee is recalled to service during a paid meal break, or cannot be relieved for a meal break due to work requirements, the bargaining unit employee will not receive additional compensation. With supervisory approval, the bargaining unit employee may be allowed to defer his/her meal period missed to a later time during the same work shift.
- E. Each bargaining unit employee working a regular shift of twelve (12) hours or more will receive two (2) fifteen (15) minute breaks, those working eight (8) hour shifts will receive only one (1) fifteen (15) minute break if the work load and schedule permits. Breaks cannot be combined, combined with lunch or taken at the beginning or end of the shift.
- F. Shift bidding shall be conducted semi-annually for bargaining unit employees at the adult

detention facility. There shall be an open bid for bargaining unit positions of Licensed Practical Nurses and Registered Nurses and will include classifications being appropriately scheduled to each shift to ensure adequate experience on each shift. However, in the event the open bid system does not provide for an appropriate allotment of trained employees then the Director may incorporate a bid system that provides an appropriate allotment of employees per shift.

- G. There may be exceptions to the bid positions due to a legitimate and temporary hardship or other factors, and as such, these positions may become non-biddable.
- H. The bidding shall be based on the classification seniority date.
- I. The bidding shall pertain to shift days off only and shall not include posts or other assignments.
- J. The County will post notices of vacancies within the bargaining unit which the County intends to fill for at least three (3) workdays.
- K. An employee may request, in writing, a copy of his/her job description.

ARTICLE 9. EMPLOYEE TRAINING

Section 1. General Training

Employees will be required to attend training deemed necessary by their supervisor. Supervisors may also approve additional training pertinent to assisting the employee with his or her duties or for further knowledge of work related duties. When the County invests in training and/or travel, the County expects to benefit from the investment. With this, Santa Fe County employees who receive funding for travel and/or training in the amount of \$1,500.00 or more per occasion will be required to reimburse the County through a deduction from the employee's final paycheck should the employee voluntarily terminate their employment with Santa Fe County within twelve (12) months according to the schedule set forth by the County. The items for which reimbursement will be required include, but are not limited to registration fees, transportation, lodging and meals. Employees who desire to utilize funding for travel and/or training of \$1,500.00 or more shall prior to commencement of training and/or travel execute a written agreement authorizing deduction of the travel and/or training funds from their final pay check in the event they voluntarily terminate their employment within twelve months of completion of the training.

Section 2. Tuition Assistance

Tuition assistance is financial assistance for eligible employees of the County to take college credit-granting courses pursuant to the rules set forth herein. While tuition assistance is expected to enhance employees' performance and professional abilities, the County makes no representation herein that gaining additional education will entitle the employee to advancement, a different job assignment, or a pay increase. Tuition assistance shall be paid to the employee on a reimbursement basis. Such reimbursement will be taxed as a taxable fringe benefit pursuant to the Internal Revenue Code and applicable regulations.

Section 3. Eligibility

All bargaining unit employees who have maintained satisfactory job performance may receive tuition assistance up to \$2,500.00 per fiscal year to pursue formal education, through college credit-granting

courses, provided the courses are directly applicable to the employee's work at the County and subject to the availability of funds. The Human Resources Office will determine the maximum amount available to employees per fiscal year based on budget and projected requests. Education that is required for the employee to perform his or her job tasks is not covered by this Section.

Section 4. Reimbursements

Reimbursement is limited to tuition and associated fees. Reimbursement will not be made for books, travel, meals or any other expenses related to the education. The County has the sole discretion to approve or deny or partially approve or deny requests for tuition assistance. If an employee submits an application to attend a course that Santa Fe County determines is offered at another institution at a less expensive rate, the County may approve tuition assistance at the lesser rate. To be eligible for tuition assistance, the employee must first submit an application to the employee's immediate supervisor, the Division Director, and the Department Director prior to the start date of the class or classes for consideration of approval. If the application has been approved by the immediate supervisor, Division Director, and Department Director, the employee shall submit the application to the Human Resources Division for approval. Reimbursement will be made upon successful completion of the class, so long as a grade of "C" or equivalent is obtained in the course for which reimbursement is sought. In the event that a course is only offered as pass or fail, a grade of pass will be acceptable for reimbursement, whereas a fail grade will not be reimbursed. Any late fees incurred by the employee registering late shall be paid by the employee.

Section 5. Changes that Affect Tuition Requests

If an employee changes the class (es) or withdraws from the class (es) after applying for tuition assistance, the employee shall immediately notify the Human Resources Division. If an employee separates from employment with Santa Fe County prior to completing the class (es), the County shall not reimburse the employee for tuition of the class (es). If an employee transfers from one department, division, or office to another while attending the class (es), the Human Resources Director may decide not to reimburse the employee for tuition if the classes (es) are not relevant to the employee's new position. If an employee voluntarily terminates employment within one (1) year of receiving reimbursement pursuant to this section, the employee shall be required to reimburse the County for the total amount of educational assistance received.

Section 6. Educational Leave

Educational leave will be handled in accordance with relevant provisions of the Santa Fe County Human Resources Handbook.

ARTICLE 10. HUMAN RESOURCES DIVISION RECORDS

- A. The employee's only official file shall be the file located in and maintained by the Human Resources Division. Employees or their designee as authorized in writing shall have the right to inspect and copy any portion of their human resources file at reasonable times and upon the advance notice of the desire to inspect any copy. In no event shall the employee remove the file from the Human Resources Office or remove any item from the official human resources File. A Human Resources representative shall monitor the inspection and copying of the file. An employee's inspection and copying of their file may be documented in the employee's file on Human Resource approved forms.

- B. Employees may submit a written rebuttal to any material placed in their records and may request in writing the removal of any material that, in the opinion of the employee is unwarranted, inaccurate, irrelevant, untimely, or incomplete.
- C. Before a complaint or disciplinary action against an employee becomes part of the official HR file, the employee will be notified.
- D. The employee may request in writing the addition of any documentation he/she deems relevant to his/her Human Resources file.
- E. The Human Resources Division shall respond in writing within ten (10) calendar days from the date of the receipt of any written request by an employee in accordance with this article.

ARTICLE 11. LABOR MANAGEMENT COMMITTEE/MEETINGS

- A. The parties shall maintain a Labor Management Committee (LMC) which shall be a standing committee for the duration of this Agreement.
- B. The LMC shall meet at least quarterly at mutually agreed upon time and place.
- C. The Union President, or designee and the Human Resources Director, or designee shall be members of the LMC and shall each appoint three (3) additional members of the Committee.
- D. The LMC shall be free to address any topic of mutual interest or concern which affects working conditions of bargaining unit employees or furthers good labor management relations. It is understood and agreed that while the parties shall not be restricted in the topics to be addressed, with respect to clarification of intent of the terms of this Agreement other than set forth herein, neither the discussions nor the outcome thereof shall be considered or treated as constituting a binding agreement between the parties unless reduced to writing, specifically identified in the body thereof as constituting a Memorandum of Understanding as set forth in Agreement.
- E. The LMC is not empowered to negotiate any revisions or amendments to this Agreement.

ARTICLE 12. EMPLOYEE ASSISTANCE PROGRAM

Any employee of Santa Fe County may contact the Employee Assistance Program (EAP) to receive counseling for various reasons including but not limited to marriage problems, parenting skills, addictions, drug and alcohol problems, relationship issues and depression. The service is confidential, unless the employee is referred by a supervisor, in which case the supervisor will be informed only whether or not the employee has participated in and completed the mandated counseling. It is the employee's responsibility to seek assistance from the EAP prior to reaching a point where his or her judgment, performance, or behavior has led to possible disciplinary action. The availability of EAP is conditioned on sufficient County budget to cover the expense of EAP.

ARTICLE 13. CORRECTIVE DISCIPLINARY ACTIONS

Section 1. Just Cause Discipline

Bargaining unit employees may only be disciplined for just cause. Nothing in this Agreement shall prevent the employer from disciplining bargaining unit employees. Within ten (10) business days of the discovery of the facts upon which the discipline is based, the employee shall be presented with the

proposed corrective/disciplinary action or notified that an investigation is in progress. The employer shall serve notice of the proposed corrective/disciplinary action within ten business days of the completion of the investigation.

Section 2. Confidentiality and Representation

All disciplinary matters shall be held in strict confidence by the Employer and the Union. Discussions with the employees regarding disciplinary action shall be conducted in private. The employee may elect to have a union representative or attorney representative present at any step of the corrective/disciplinary process. If an employee indicates that they would like to have a Union representative present at any step of the disciplinary process, the disciplinary process may be delayed for a period not to exceed the following business day.

Employees who do not wish Union representation during the disciplinary process shall acknowledge such in writing to the Employer.

Section 3. Disciplinary Action

- A. The County subscribes to the concept of progressive discipline and it shall be practiced as a corrective measure whenever possible. However, there are instances when a disciplinary action, including dismissal, is appropriate without first having imposed a less severe form of discipline first. The conduct at issue in a prior discipline need not be similar to the conduct involved in a subsequent discipline to serve as the basis for progressive discipline.

- B. Delivery of Correspondence

For the purpose of the disciplinary process, the County will make an effort to hand-deliver any documentation, or correspondence related to the disciplinary process including but not limited to disciplinary action forms, memos, documents and correspondence and will be considered served immediately upon delivery. In cases where hand delivery is not practical, such materials will be delivered by mail or email. If delivered by mail, it shall be considered served three (3) days after mailing, if by certified mail, will be considered served on first date of attempted delivery by the U.S. Postal Service or upon receipt by email. For the purpose of this Section, days mean workdays to include Monday through Friday and not to include holidays or time when the County Administrative Offices are closed.

- C. Forms of Disciplinary Action

- 1. Oral Warning/Reprimand

An oral warning reprimand is used to allow supervisors and employees the opportunity to discuss and correct minor infractions of performance, conduct or behavior. Employees shall be notified that further instances may require more progressive discipline. An oral warning/reprimand shall not be placed in the employee's official Human Resources file.

- 2. Written Reprimand

An employee shall receive a written reprimand because the deficiency or infraction is of a greater degree than that for which an oral warning reprimand may be used, or if a previous oral reprimand was not effective as corrective action. The following specific rules apply to written reprimands:

a) Written reprimands for an employee's work performance, conduct or behavior shall be placed in the employee's official Human Resource file after the approval of the Human Resources Director and the County Manager.

b) The employee may respond with a written rebuttal, which shall be placed in the employee's Human Resource file. The placement of a written reprimand in an employee's file is not subject to the appeal procedures set forth herein.

3. Suspension without Pay

An employee may be suspended without pay for a single serious offense or for continued inadequate job performance or misconduct after previous attempt (s) to correct the conduct have failed. The following specific rules apply to suspensions without pay:

a) Suspension will not exceed thirty (30) calendar days.

b) Suspensions are subject to the appeal procedures set forth herein.

c) Suspensions are a permanent part of the employees file, but cannot be used as a part of the progressive disciplinary process after five (5) years provided that the employee has not received another related or unrelated disciplinary action during the five year time period.

4. Demotions

a) A demotion is a reassignment from a higher classification to a lower classification with a reduction of at least 5% of pay, but no more than the minimum of a new range.

b) An employee may be demoted for a single serious offense or for continued inadequate job performance or misconduct after previous attempt(s) to correct the conduct have failed.

c) Demotions are subject to the appeal procedures set forth herein.

5. Dismissals

An employee may be dismissed for a single serious offense or for continued inadequate job performance or misconduct after previous attempt(s) to correct the conduct have failed. Dismissals are subject to the appeal procedures set forth herein.

D. Procedures Common to Written Reprimands, Suspensions-without pay, Demotions, and Dismissals.

The following procedures apply to all disciplinary actions other than oral reprimands:

1. The Elected Official/Department Director or designee will present the proposed disciplinary action to the employee.

2. The employee will be asked to acknowledge having received the recommended disciplinary action by signing the Disciplinary Action Report. If the employee refused to sign, a witness will attest in writing that the Disciplinary Action Report was presented to the employee for signature. The witness's signature or employee's signature indicates that the employee received the Disciplinary Action Report, but does not necessarily indicate concurrence with its content. The employee will be given a copy of the disciplinary action report along with any accompanying documentation.
3. Where the recommended disciplinary action is a suspension without pay, demotion, or dismissal, the employee will be informed in writing of the pre-disciplinary hearing date upon being served with the recommended disciplinary action.

E. Administration Leave Pending Outcome of the Investigation.

In cases where County property, other employees, or the public are at risk or when there is a pending investigation because of the employee's action, the Elected Official/Department Director, with the approval of the County Manager or designee may put the employee on administrative leave with pay until the investigation is completed and/or the disciplinary proceedings through any appeal to the County Manager are completed. This leave shall not exceed twenty (20) working days, unless a longer leave is approved by the County Manager.

Section 4. Pre-Disciplinary Hearing and Appeal Procedures

A. Applicability.

The pre-disciplinary hearing and appeal procedures set forth in this Article apply to suspensions, demotions, and dismissals.

1. Pre-disciplinary Hearing Process.
2. For the purposes of this section, working days mean 12:00 a.m. through 11:59 p.m., Monday through Friday.
 - a) The Human Resources Director or designee and Elected Official/Department Director or designee shall meet with the employee and the employee's representative, if any, at the appointed time, date, and location. At the pre-disciplinary hearing the employee shall have the opportunity to respond to the recommended disciplinary action. The County Attorney or designee may also be present. Pre-disciplinary hearings may be recorded and are not evidentiary hearings.
 - b) The Human Resources Director or designee will issue a decision in writing within five (5) working days of the pre-disciplinary hearing. This decision is final. The Human Resources Director's decision shall include the employee's right to appeal his/her decision, to the County Manager, as per this section. The written decision shall be either delivered directly to the employee (obtaining employee's signature of receipt of the decision) be sent to the employee by certified mail, return receipt requested, mail, or by email. Failure to issue a decision by the deadline shall afford the employee six (6) days from the date of the pre-disciplinary hearing to appeal the supervisor's recommended discipline to the County Manager. Failure to timely

appeal shall result in the execution of the recommended discipline without the right to appeal.

B. Appeals to County Manager

1. Within five (5) days of a hand delivered notification or ten (10) days of a mailing of the Human Resources Director's decision, the employee or previous employee may appeal the decision of the Human Resources Director, to the County Manager, by delivering a notice of appeal to the Human Resources Director; the notice of appeal will then be forwarded by the Human Resources Director to the County Manager.
2. The County Manager or designee will render a written decision, based upon a review of all documentation, within twenty (20) working days of receipt of the employee's appeal request; provided, however, that the County Manager or his or her designee may, but is not required to, schedule a meeting to include the employee, the Union representative or licensed attorney, the supervisor who recommended the disciplinary action or designee, the HR Director or designee, and any other person the County Manager or designee deems appropriate before rendering a decision. The County Manager's or designee's decision will be delivered directly to the employee (obtaining employee's signature of receipt of the decision), be sent to the employee or Union representative by certified mail, return receipt requested or by email and mail. The County Manager's decision shall include the employee's right to appeal his/her decision, to a third party arbitrator.

C. Appeals to Third-Party Arbitrator.

1. Notice of Appeal

Within five (5) working days of their receipt of the County Manager's or designee's written decision, the employee or previous employee may appeal the County Manager's decision to a third- party arbitrator by delivering a written notice of appeal to the Human Resources Director. The notice of appeal will then be forwarded by the Human Resources Director to the County Manager.

2. Appeal Procedures.

Appeals of the County Manager's or designee's disciplinary decision shall be conducted in accordance with the arbitration procedures set forth in Article 16 of this Agreement.

ARTICLE 14. GRIEVANCE PROCEDURES

A. Purpose

The purpose of these grievance procedures is to secure, at the lowest possible administrative level, the resolution and remedying of alleged violations of this Agreement but does not include issues pertaining to disciplinary proceedings. There shall be no other forum or procedures for remedying violations of this Agreement other than the grievance procedures contained in this article.

B. Definitions

1. "Grievance" is an allegation that a violation, misapplication, or misinterpretation of any provision of this Agreement has occurred other than an issue pertaining to disciplinary proceedings.
2. "Grievant" means the person or entity claiming that this Agreement has been violated and may be a bargaining unit employee, a group of bargaining unit employees, the Union, if bringing a grievance on the bargaining unit employees' behalf, or the County.
3. "Days" mean business days, Monday through Friday, but not including holidays observed by the County.

C. General Procedures

1. The time limits specified at each step of these are maximums, and the parties agree to try and expedite the process when possible.
2. If the grievant fails to comply with any time limit applicable to grievant, the grievance shall be considered abandoned.
3. The time limits set forth herein may be extended by mutual written agreement of the parties.
4. A grievance is initiated whenever a written "Notice of Grievance" is delivered to the person to whom it must be delivered under these procedures. A grievant must initiate a grievance within ten (10) days of the date upon which the grievant knew, or reasonably should have known, of the facts upon which the grievance is based.
5. A Notice of Grievance filed by an employee or the union must be signed by the grievant and/or their Union representative, and contain, at a minimum, the following:
 - i. the name(s) of the bargaining unit employee(s) affected by the alleged violation of this Agreement;
 - ii. the name, address and telephone number of the Union representative, if any, representing the bargaining unit employee(s);
 - iii. what provision(s) of this Agreement are alleged to have been violated;
 - iv. the alleged facts constituting the alleged violation;
 - v. the date of the alleged incident;
 - vi. the names of individuals with information relevant to the grievance to include what information each individual possesses; and
 - vi. the relief sought.

D. Steps for Grievances by and on behalf of Bargaining Unit Employees

1. The parties encourage the resolution of disputes between affected bargaining unit employees and their immediate supervisors outside of the formal grievance procedures. To

be considered timely, however, the grievant must deliver a written "Notice of Grievance" to the immediate supervisor of the affected bargaining unit employee(s) and the Elected Official/Department Director in charge of the employee's department within the time limits set forth in Article 14.C.4. of this Agreement. Ten (10) days shall be allowed for the grievance to be resolved at the immediate supervisor level. The Elected Official/Department Director may, but is not required to, intervene at the immediate supervisor level to help resolve the grievance.

2. If the grievance is not resolved within ten (10) days of the date the Notice of Grievance is delivered to the immediate supervisor and the grievant desires to proceed to the next step in these procedures, the grievant must file a "Notice of Grievance" with the Human Resources Director within fifteen (15) days of the date when the notice of grievance was delivered to the immediate supervisor and Elected Official/Department Director or designee. No later than ten (10) days following receipt of the Notice of Grievance, the Human Resources Director or designee shall schedule a meeting to consider the grievance. The grievant and the Elected Official/Department Director or designee shall be entitled to bring documents and/or witnesses (at the expense of the party bringing the documents or witnesses) to the meeting in order to present evidence on their behalf. Each party shall have the right to cross-examine witnesses brought by the other party.
3. The Human Resources Director or designee shall render a written decision resolving the grievance within ten (10) days of the meeting.
4. The grievant may appeal the Human Resources Director's Decision to the County Manager by delivering a notice of appeal and all supporting documents to the County Manager, with a copy to the Human Resources Director, within ten (10) days of their receipt of the Human Resources Director's written decision. The County Manager or designee may, but is not required to, schedule a meeting within ten (10) days of their receipt of the notice of appeal, to which each party shall be entitled to bring documents. The County Manager or designee shall, within ten (10) days of the meeting or within ten (10) days of their receipt of the notice of appeal, whichever is later, render a written decision resolving the grievance.
5. The grievant may appeal the County Manager's or designee's decision to an arbitrator by serving a notice of appeal on the County Manager, with a copy to the Human Resources Director, within five days of their receipt of the County Manager's or designee's written decision. Such arbitration shall be in accordance with Article 16 of this Agreement.

E. Steps for Grievances by the County

1. The County initiates a grievance by delivering a Notice of Grievance to the Union President. The County and Union shall meet within ten (10) days to try and resolve the grievance.
2. If the grievance is not resolved within ten (10) days of the Union President's receipt of the Notice of Grievance, the County may seek resolution through the Public Employees Labor Relations Board. However, if the Public Employees Labor Relations Board declines or fails to resolve a matter submitted for resolution by the County, or the County chooses to proceed through arbitration instead, the County through the County Manager, may initiate arbitration by serving a demand for arbitration on the Union within twenty (20) days of the

date on which the Public Employees Labor Relations Board declines or fails to resolve a matter submitted for resolution by the County. Such arbitration shall be in accordance with Article 16 of this Agreement. As a preliminary step prior to arbitration, the County may, with the consent of the Union, initiate mediation in accordance with section F below. Mediation must be completed within fifteen days after the County and Union meet to try and resolve the grievance. If mediation is attempted and unsuccessful at resolving all issues, the County may commence arbitration within twenty (20) days of the mediation.

F. Miscellaneous

1. No reprisal or retaliation by any party shall be taken against any person who participates or is a witness in a grievance proceeding.
2. A grievant may be accompanied or represented by the Union and at any hearing or meeting conducted under these grievance procedures at their own cost.
3. A bargaining unit employee, acting individually, may present a grievance without intervention of the union, provided the grievance must be processed in accordance with this Agreement. An adjustment made shall not be inconsistent with or in violation of this Agreement. The Union must be notified of the resolution of the grievance.
4. If the grievance affects a group of two (2) or more bargaining unit employees or involves an action or decision by the County or the Department Head that has a County wide or department wide impact, the Union may submit the grievance on behalf of the effected bargaining unit employees.
5. All documents related to a grievance shall be maintained as a separate file from an employee's personnel file.
6. All grievances and grievance responses shall be filed and processed in accordance with this Agreement.
7. The processing of grievances by the Union and/or bargaining unit employees shall be conducted on non-County paid time unless otherwise agreed by the parties.
8. Grievances may be withdrawn or modified by the Union at any step of the grievance procedure.
9. Tape recorders or other electronic devices may be used by any party participating in the grievance, provided notice of the use of the recording device is provided to the other party prior to commencement of the proceeding, and provided a copy of the recording is provided to the other party if requested at the requesting party's expense.

ARTICLE 15. ARBITRATION

The parties are prohibited from violating written agreements in force, which were negotiated in accordance with the Public Employee Bargaining Act. Any controversy concerning an alleged contract violation or disciplinary action of suspension, demotion, or dismissal may be submitted for binding arbitration.

A. Initiation of Arbitration.

The County and the Union agree to pursue settlement of issues before proceeding to binding arbitration.

Bargaining unit employees and/or the Union initiate arbitration by delivering a Notice of Appeal, in accordance with this agreement. The County initiates arbitration by serving a Demand for Arbitration concerning grievances, in accordance with this agreement. If an employee initiates arbitration without the union, the employee is responsible for all related costs.

B. An arbitrator shall be selected in the following manner:

1. The party initiating arbitration shall request a list of seven (7) names from the FMCS within five (5) calendar days of the date of the meeting to pursue settlement of issues before proceeding to binding arbitration and will bear the cost for the list. The party initiating the arbitration must deliver a copy of the list to the non-requesting party within twenty-four (24) hours of receipt. An arbitrator shall be selected within five (5) business days of receiving the list.
 2. Each party will strike one (1) name alternately until a single name remains and he or she shall be the Arbitrator. The party required to strike the first name will be determined by a flip of a coin.
- C. The Arbitrator shall decide issues of arbitrability prior to hearing the merits of the case. If the Arbitrator determines the case is arbitrable, then the Arbitrator shall consider the facts of the grievance in arbitration and following the hearing shall prepare and submit to the parties, in writing, a report and decision within thirty (30) calendar days after the conclusion of the hearing.
- D. The cost of services of the Arbitrator shall be shared equally by the parties. Each party will be responsible for compensating its own witnesses and representatives.
- E. The Arbitrator shall have the authority to determine if there was just cause for any disciplinary action. However, in no case shall he/she have the power to add to, nor subtract from, or modify this agreement, nor shall he/she substitute his/her discretion for that of the employer where such discretion has been retained by the employer, nor shall he/she exercise any responsibility or function of the employer.
- F. The Arbitrator's award in disciplinary cases is limited to back pay and/or reinstatement, or reinstatement to a similar position at the parties' discretion if irreconcilable personality conflicts exist. The award shall be limited to the amount of wages and benefits the employee otherwise would have earned subject to discount based on any earnings or compensation received by the grievant including, but not limited to, unemployment insurance benefits. The employee has an obligation to mitigate his/her damages. The arbitrator may not award attorney's fees, punitive damages, general compensatory damages, or costs.
- G. The Arbitration Award shall be considered an award issued under the provisions of the State's Uniform Arbitration Act.

- H. Failure to meet any of the timelines set forth in this article shall be deemed abandonment of the arbitration process.
- I. Failure to conduct the arbitration within six (6) months of filing the request shall be deemed abandonment of the arbitration process, except as mutually agreed to by the parties in writing.

ARTICLE 16. LEAVE OF ABSENCE

Section 1. Annual Leave Eligibility

Each bargaining unit employee is eligible to accrue annual leave. Annual leave may be used after it has been accrued upon the approval of the employee's supervisor.

Section 2. Requesting Annual Leave

An employee seeking to take annual leave must submit a *Request for Leave Form* to his or her supervisor with notice consistent with annual leave requested. For example, if one day is requested, one day notice is required. The supervisor shall grant any reasonable request, but shall also consider the Department's workload, staffing levels and other job-related factors when deciding whether to grant the request.

Section 3. Personal Holiday

Bargaining unit employees shall be granted one (1) personal holiday equivalent to a normal work shift each year. Employees may not divide the personal holiday. Each personal holiday shall be used by the second Friday of each December.

Section 4. Sick Leave Eligibility

Each bargaining unit employee is eligible to accrue sick leave with pay to be used to attend medical appointments, for illness or injury, or to care for an ill or injured immediate family member. For purposes of this section, an "immediate family member" is defined as a spouse, child, parent, sibling, grandparent, grandchild, step-parent, step-child, step-sibling, foster child, father-in-law, mother-in-law, son- and daughter-in-law, brother and sister-in-law, domestic partner, domestic partner's child, and domestic partner's parent.

Section 5. Accrual of Sick Leave

Each bargaining unit employee accrues sick leave for each hour actually worked excluding overtime and for each hour paid at 0.0385 per hour worked.

Section 6. Requesting Sick Leave

Employees who are unable to report to work due to illness or injury are required to speak to their supervisor at least 30 minutes before the scheduled start of the shift, unless otherwise specified by the Division Director, Department Director/Elected Official. If an employee has a planned doctor's appointment, the employee shall request the time off at least two days prior to the appointment. If an employee is absent from work for three or more consecutive days due to illness or injury, a physician's statement may be required to verify the illness or injury, estimate its duration or certify that the employee may safely return to work. Employees may use sick leave only for the reasons set forth in the applicable section of this handbook. Use of sick leave for other reasons is not permitted. In the event the County has reason to believe that an employee is using sick leave for other reasons, the employee may be required to provide a statement from a physician for each day sick leave is claimed. Abuse of sick leave may be grounds for disciplinary action, up to and including termination.

Section 7. Sick Leave Incentive

Bargaining unit employees who use (8) eight hours of sick leave or less from January 1 through June 30, shall receive (8) eight hours of additional annual leave. Bargaining unit employees who use (8) eight hours of sick leave or less from July 1 through December 31 shall receive (8) eight hours of additional annual leave.

Section 8. Bereavement Leave

Each bargaining unit employee shall be eligible to use up to three (3) days of bereavement leave with pay in the event of the death of an immediate family member. For purposes of this section, an "immediate family member" is defined as a spouse, child, parent, sibling, grandparent, grandchild, step-parent, step-child, step-sibling, foster child, father-in-law, mother-in-law, son- and daughter-in-law, and brother and sister-in-law, domestic partner, domestic partner's child and domestic partner's parent.

Section 9. Military Leave

Each bargaining unit employee who is a member or reserve member of the U.S. Armed Forces or a state militia group may obtain military leave with pay when ordered to duty with the armed forces. An employee shall provide the County with the orders. The duration of the paid leave is limited to that required by federal law, but the County Manager may approve additional leave. If the period of duty exceeds that required by federal law, the employee may use accrued annual leave, accrued compensation time, the employee's personal leave day or leave without pay for the duration of the employee's duty period. Upon return from military leave, an eligible employee is entitled to rights under the federal Uniformed Services Employment and Reemployment Rights Act of 1994.

Section 10. Court Duty

Each bargaining unit employee may take court leave with pay when required to serve as a juror or as a witness in any state or federal court at a time when the employee would normally be working, except in a matter unrelated to the performance of the employee's duties in which the employee is a litigant. An employee may not take court leave to litigate or testify against the County. If excused from duty by the court when work hours remain in the employee's work day, the employee shall return to work. If an employee elects to receive compensation for jury service from a court together with their ordinary pay, any compensation paid by the court to the employee less any mileage paid to them must be paid to the County. Employees shall be entitled to administrative leave when appearing during regularly scheduled work hours in obedience to a subpoena as a witness before a grand jury or court or before a federal or state agency except when litigating or testifying against the County. Fees received as a witness, excluding reimbursement for travel, shall be paid to the County.

Section 11. Family and Medical Leave

The Federal Family Medical Leave Act (FMLA) provides for a leave of absence for a serious health condition, to fulfill family obligations relating directly to childbirth, adoption, or placement of a foster child, or to care for a child, spouse, or parent with a serious health condition, or "any qualifying exigency (as the Secretary [of Labor] shall, by regulation, determine) arising out of the fact that the spouse, or a son, daughter, or parent of the employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation." It also is to permit a spouse, son, daughter, parent, or next of kin to take up to twenty-six (26) workweeks to care for a "member of the Armed Forces including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness."

An employee must request Family and Medical Leave on a form provided by the Human Resources Division. Each eligible employee is entitled to take up to twelve (12) weeks unless otherwise stated, of Family and Medical Leave during a twelve month period. Eligibility is determined by reference to Federal law. If an employee has questions concerning eligibility, he or she should consult the Human Resources Division. Employees requesting family leave are required to provide a statement from a health care provider, on a designated Human Resources form, concerning the need for such leave.

Family and medical leave is unpaid leave, except employees are required to use accrued annual leave, sick leave, personal holiday, and compensatory time. Family Medical Leave is concurrent with all other leave. During Family Medical Leave, the County will continue to pay its portion of the cost of any medical benefits that the employee had at the time the leave began. The employee shall pay to the County or appropriate company the portion of the premium the employee would have had to pay had he or she been working. Intermittent leave shall be granted in accordance with the FMLA.

Employees are prohibited from engaging in any employment elsewhere while on Family Medical Leave with Santa Fe County.

ARTICLE 17. HEALTH AND SAFETY

- A. Safety is an integral part of the responsibilities of every manager, supervisor, and employee. As such, it is the responsibility of all employees to report any unsafe conditions or equipment, to their immediate supervisor and higher authority utilizing the chain of command.
- B. The County and employees recognize their obligation to comply with all applicable Federal and State laws and guidelines relating to the health and safety of the Corrections Department. The employee realizes that when engaging in any and all activities, including emergencies, he/she shall exercise proper precautionary measures to avoid injury to self and others, and it shall be considered a disciplinary offense for any employee to disturb or in any way alter any other employee's equipment without prior knowledge and approval.
- C. Licensed Practical Nurses, Registered Nurses, and Nurse Practitioners will be provided a \$75 allowance for the purchase of shoes the first full pay period in January 2015.

ARTICLE 18. SPECIAL LICENSE AND CERTIFICATION

- A. The parties recognize that there are certain licenses and/or certifications required in order to be qualified to perform the duties of some classifications in the bargaining unit. It shall be the responsibility of each bargaining unit employee to be qualified for his/her position at all times. Employees who fail to maintain the required licenses and/or certifications for their positions may be terminated from their position.
- B. Bargaining unit employees who are required to maintain a license or certification to perform their job pursuant to the job description or by state or federal standards as determined by the County may be eligible for reimbursement for continuing education courses approved by the County for up to \$200.00 to be paid by June of 2015 for courses taken July 2014 through June 2015 and \$200.00 to be paid by June 2016 for courses taken July 2015 through June 2016.

ARTICLE 19. DRUG AND ALCOHOL TESTING

RANDOM TESTING Each holder of a Commercial Drivers' License (CDL) and each employee in a safety or security related position is subject to random drug and alcohol testing. A safety or security related position is one in which an employee operates equipment that is potentially dangerous to other employees or citizens of the County, one in which an employee has access to or dispenses drugs, one in which an employee works in a facility that requires the care of individuals, one in which an employee has access to or carries a firearm, or one in which an employee operates or maintains heavy equipment or coordinates, relays, or controls radio communication for law enforcement, fire or emergency medical services personnel.

TESTING ON REASONABLE CAUSE If there is reasonable suspicion to believe that an employee may be impaired by drugs or alcohol on the job, or if the employee is found with drugs or alcohol in the workplace, immediate drug or alcohol testing may be ordered. Reasonable suspicion exists when one's experience and training tends to indicate that a given person is under the influence of alcohol or a controlled substance. Acceptable indicators include, but are not limited to, odor of alcoholic beverage on the breath, slurred or incoherent speech, staggering walk, loss of physical coordination, bloodshot eyes, inability to successfully complete a field sobriety test, erratic behavior, unexplained or uncharacteristic irritability, excessive tardiness, poor work performance, arrest for drug/alcohol charges, or excessive unexplained absences from work.

PROCEDURE FOR TESTING ON REASONABLE CAUSE

STEP 1 In the event any County employee has reasonable suspicion to believe an employee may be impaired by drugs or alcohol while on the job, the suspected employee's supervisor must be notified. The supervisor or designee shall notify the Risk Manager and the Human Resources Director. A trained supervisor, County Risk Management personnel or Human Resources personnel shall then directly observe the employee's behavior and document any irregularities. If a test is ordered, the observer must document the specific indicators observed within forty-eight (48) hours and submit to the HR Director.

STEP 2 If reasonable suspicion exists, the employee shall be asked to execute a written consent for immediate alcohol or drug testing. Failure to consent to testing may be grounds for discipline, up to and including termination.

STEP 3 If reasonable suspicion exists, and consent is given, the employee shall be immediately transported for appropriate testing. Testing may include use of the breathalyzer or blood or urine testing. The employee shall be transported by a trained supervisor, the County Risk Personnel or the Human Resources Personnel to the testing location. Analysis of any samples collected will be performed by a laboratory selected by the County.

STEP 4 Following completion of testing, the employee will be placed on administrative leave with pay until the test results are available. The County shall transport the employee home.

STEP 5 If the testing discloses that the employee was not impaired by alcohol or drugs at the time of the test, the employee shall return to work. If the test discloses that the employee was not impaired at the time of the test but does disclose trace amounts of alcohol or drugs, or the test discloses that the

employee was impaired by alcohol or drugs at the time of the test, the employee may be placed on unpaid leave until a decision on continued employment is made by the Department Director and Human Resources Director.

VEHICLE ACCIDENTS If a County employee is involved in a motor vehicle accident while driving a County vehicle or while performing official duties in a private vehicle, the employee shall contact law enforcement immediately. The employee shall also request that the parties and properties involved remain at the scene of the accident until a law enforcement officer has released them. The employee's supervisor and Risk Management must be notified of the accident immediately. The employee shall refrain from making statements regarding the accident to anyone other than the investigating officer(s), County Attorneys, County Risk Manager, or representative of his or her own insurance company, if the employee's privately owned vehicle is involved. Drivers involved in the following types of accidents shall be immediately tested for use of drugs or alcohol:

- A. Where an individual dies;
- B. Where an individual suffers bodily injury and receives medical treatment at or away from the scene of the accident;
- C. Where a citation is issued;
- D. Where one or more vehicles incur substantial property damage; or
- E. Where the Risk Manager or HR Director deems appropriate

PARTICIPATION IN A TREATMENT PROGRAM An employee who is not terminated after a positive test result may be required to participate in an alcohol or drug treatment program through the Employee Assistance Program or another program, and comply with other conditions specified by the County as a condition of continued employment. Any employee who participates in such a program may, in addition to disciplinary action, be subject to other conditions of continued employment and shall be placed on leave without pay while participating in the program. However, an employee may be permitted to use accrued sick leave, annual leave, or compensatory time in lieu of unpaid leave while participating in the program. Upon successful completion of an agreed-upon treatment program, the employee shall be permitted to return to his or her position.

LOSS OF DRIVING PRIVILEGES If the results of a drug or alcohol test is positive, indicates that the employee was impaired, or that the employee was under the influence while at work, the employee shall not be permitted to operate any County vehicle (or operate any personal vehicle on County business), for a period of three (3) years, subject only to the exception below. If the loss of driving privileges makes the employee unable to perform his or her job, the employee may be terminated.

RESTORATION OF DRIVING PRIVILEGES An employee may be authorized to operate vehicles at the expiration of a one-year period from the date of a positive test if the employee: (1) has not been convicted of any traffic violation since the date of the positive test; (2) has a valid driver's license; (3) has performed satisfactorily in his or her position; (4) has completed a drug/alcohol use assessment by an agency of the County's choice; (5) has followed each recommendation made as a result of the drug use assessment; and (6) otherwise satisfies the County of the employee's sobriety and responsibility.

The decision whether to permit the restoration of driving privileges is discretionary on the part of the County and shall not be grievable.

RANDOM TESTING If an employee has had a positive drug test and has not been terminated, the employee will be subject to random testing for a subsequent period of two (2) years from the date of the positive test in addition to times when in a safety sensitive position which requires random testing.

DRUG AND ALCOHOL RELATED CONVICTIONS Any employee who is convicted of a drug or alcohol related criminal offense may be subject to severe disciplinary action up to and including termination. If not terminated, the employee may be required to undergo periodic random drug or alcohol testing, may be required to complete a course of alcohol or drug abuse treatment, or may be required to complete drug and alcohol abuse counseling through the Employee Assistance Program. Employees convicted of the unlawful sale or distribution of drugs in the workplace or while working will be immediately terminated under the federal Drug-Free Workplace Act. Any employee must notify the Santa Fe County Risk Manager of a criminal conviction for drug related activity occurring in the workplace within five (5) days of the conviction. Any employee who is convicted of an alcohol-related driving offense shall notify his or her supervisor of the conviction within five (5) days of the date of conviction. Failure to report such convictions may be grounds for discipline, up to and including termination.

SELF-IDENTIFICATION BY EMPLOYEE Any employee who suffers from drug or alcohol dependency should immediately seek the assistance of the Employee Assistance Program or the appropriate resources within the community. The employee may also wish to discuss the matter in confidence with his or her supervisor or the Human Resources Director. Each employee who suffers from drug or alcohol dependency is urged to seek help before being the subject of disciplinary action. An employee who requests referral to a drug or alcohol rehabilitation program prior to being randomly selected for drug or alcohol testing shall be referred to such a program without reprisal or disciplinary action, provided that the self-identification is not made to avoid disciplinary action. The employee shall be randomly tested during the rehabilitation period. A positive test shall be grounds for dismissal.

MOTOR VEHICLE OPERATION AND EMPLOYEE DUI'S Employees who have been charged with a DWI or DUI and who are required to drive to perform their job will be terminated if their driving privileges are suspended or revoked and if no accommodations for other duties can be made.

PERSONS CONVICTED OF DUI MAY NOT DRIVE If an employee is convicted of a DUI, the employee may be placed on unpaid leave until a decision on continued employment is made by the Department Director and Human Resources Director. It is the policy of Santa Fe County that any employee who is convicted of driving under the influence of an intoxicant such as alcohol or drugs shall not be permitted to operate any County vehicle (or operate any personal vehicle on County business), for a period of three (3) years, subject only to the exception set forth in this article. If the loss of driving privileges makes the employee unable to perform his or her job, the employee may be terminated.

REQUIRED REPORTING If an employee's driving privileges are suspended or revoked, or if the employee is required to use an interlock device, the employee shall be prohibited from driving any

County vehicle and shall immediately notify his or her supervisor. Any employee who fails to report a suspension, revocation, or mandatory usage of an interlock device may be subject to disciplinary action, up to and including termination. The County will not approve installation of an interlock device in any County vehicle.

DEFINITION For purposes of this policy, the word "conviction" includes a guilty plea, a no-contest plea, or an Alford plea.

ARTICLE 20. OVERTIME, COMPENSATORY TIME AND INCENTIVE PAY

- A. Working overtime is a condition of continued employment with the County. Overtime shall first be filled on a voluntary basis by seniority and then if there are no volunteers to work the overtime a reverse seniority process to fill it shall be used. The reverse seniority process will rotate to ensure equity for mandatory overtime. Overtime shall be assigned by the County based on the needs of the County. Refusal to work overtime once assigned shall constitute just cause for disciplinary action. An employee shall not work overtime without prior written authorization from their first line supervisor. Leave is not time worked and shall not be counted as time worked for the purpose of computing overtime, except for holiday pay.
- B. For all bargaining unit employees, hours worked in excess of forty (40) hours in a regular work week shall be considered as overtime pursuant to Fair Labor Standards Act (FLSA). Overtime shall be paid at one and one half hours for each hour worked for covered employees after the maximum of eight (80) hours of compensatory time has been accumulated. Holidays covered under Article 24 will be counted as hours worked for overtime calculation purposes.
- C. A bargaining unit employee's designated workweek shall not be changed to avoid the payment of overtime. Schedules, shifts or days off will not be changed solely to avoid the payment of overtime except in mitigating circumstances (i.e. training, emergencies, length of time on duty, etc.)
- D. A bargaining unit employee who terminates his/her employment shall be paid for any unused compensatory time.

ARTICLE 21. ON-CALL TIME

Section 1. On-Call Pay

- A. On-call pay is compensation for certain employees who are specifically designated and required by their Department Director, Elected Official or designee to be available and ready to report for duty or to respond to a work related call during their time off for a minimum of twenty-four (24) consecutive hours to perform emergency or needed duties occurring outside of standard working hours.
- B. On-call compensation will be one (1) hour of compensatory time for each twenty-four (24) hours on-call. Employees will be considered on duty for the County from the time they leave home or when they receive a call until the work is complete. This time is considered actual worked time.
- C. An employee who is on-call is not required to remain at any particular location, and is free to engage in his or her own chosen activities so long as the following criteria are met:

1. The employee on-call shall ensure the pager, cell phone or other means of communication between the County and the employee is working properly
 2. Must call back within ten (10) minutes of receiving a call, and report to work in thirty (30) minutes if needed.
 3. Arrive in "fit" condition.
- D. On-call pay cannot be paid when an employee is on any type of leave.
- E. Each job classification that is FLSA exempt will not be eligible to receive on-call pay unless otherwise approved in advance by the Department Director or Elected Official and the Human Resources Director.
- F. Employees shall be considered to be on-call only when designated in writing and in advance by the employee's Department Director, Elected Official or designee.

ARTICLE 22. WAGES

Section 1. Cost of Living Adjustment

- A. Registered Nurses, Licensed Practical Nurses, Dental Assistants and Pharmacy Technicians in the bargaining unit shall receive a 1% cost of living adjustment effective the first full pay in January 2017.

ARTICLE 23. SHIFT DIFFERENTIAL

- A. Licensed Practical Nurses and Registered Nurses whose normal schedule is the graveyard shift (6p.m.-6a.m., 7p.m.-7a.m., or 8p.m.-8a.m.) will receive shift differential pay of 2% of their hourly rate for hours worked.

ARTICLE 24. HOLIDAYS

- A. The following days shall be observed as holidays:

New Year's Day	January 1
Martin Luther King Day	3 rd Monday in January
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	1 st Monday in September
Columbus Day	Second Monday of October
Veteran's Day	November 11 th
Thanksgiving Day	4 th Thursday in November
The Day after Thanksgiving	

And other days officially designated by the County Commissioner or County Manager as a holiday for County employees. When the County Manager or Board of County Commissioners takes actions to authorize County employees to observe the aforementioned holidays on alternate days, those actions will not apply to bargaining unit employees. New holidays, as opposed to alternate days officially designated by the County Commission or County Manager as a holiday for County employees, shall be granted to bargaining unit employees.

- B. Bargaining unit employees scheduled to work on a holiday will receive holiday pay at straight time at the employee's regular hourly rate of pay for the normal regular hours worked and time and one half for all hours actually worked.
- C. Bargaining unit employees not scheduled to work on a holiday will receive holiday pay at straight time at the employee's regular hourly rate of pay for the normal regular hours worked.
- D. Bargaining unit employees will accrue vacation and sick leave in accordance with County policy.

ARTICLE 25. BENEFITS

- A. The County shall offer to the covered bargaining unit members and their eligible dependents medical, life, dental, and optical insurance in accordance with the following contributions to the cost of the insurance, as defined in NMSA 1978, Section 10-7-4.2(B):

	County's Contribution	Union Employee's Contribution
Union Employees who earn \$30,000 annually or less	80%	20%
Union Employees who earn \$30,001 to \$50,000 annually	75%	25%
Union Employees who earn more than \$50,000 annually	63%	37%

- B. Percentages may be revised to comply with state law. All medical, life, dental, and optical benefits shall be maintained for the life of this Agreement. Bargaining unit employees will pay 100% of disability insurance offered by the County."

ARTICLE 26. COMPLETE AGREEMENT

- A. This Agreement is the complete and only agreement between the parties and replaces any and all previous agreements. There shall be no additional negotiations on any item, whether contained herein or not and whether contemplated by either party at the time of negotiations or not, except by written mutual agreement of the parties.

- B. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining and that all such subjects have been discussed and negotiated upon and agreements contained in this Agreement were arrived at after the free exercise of such rights and opportunities. Therefore, the County and the Union, for the life of this Agreement, each voluntarily and without qualification waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. All items in this financial package are contingent upon sufficient budget appropriations.

ARTICLE 27. TERM OF AGREEMENT

This Agreement will become effective upon ratification by the Union, approval by the Board of County Commissioners and upon signature by both parties, and shall remain in effect until December 31, 2020. Article 22, Wages may be opened no earlier than May 1, 2017 and no later than June 1, 2017. Each party has the right to open one (1) non-economic article, which may be opened for negotiation no earlier than July 2018.

All items in this financial package are contingent upon sufficient budget appropriation.

IN WITNESS WHEREOF, the parties have executed this Agreement this 13th day of December, 2016.

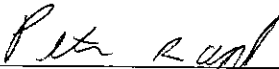
SANTA FE COUNTY

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

**AFSCME COUNCIL 18 (REFERRING TO THE BARGAINING UNIT AS LOCAL 1413-M)
SANTA FE COUNTY, NEW MEXICO**



Daniel Solis, President AFSCME Local #1413-M



Peter Roybal, Vice-President AFSCME Local #1413-M




Sam Chavez, AFSCME Council 18, Representative

ATTEST:

Geraldine Salazar
Santa Fe County Clerk

Date

APPROVED AS TO FORM:



Gregory F. Shaffer
Santa Fe County Attorney

12-5-16

Date



III. Action Items

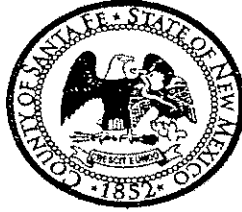
C. Miscellaneous

- 2. Request approval of the Collective Bargaining Agreement between Santa Fe County, New Mexico and the American Federation of State, County, and Municipal Employees; New Mexico Council 18, Local 1782, AFL-CIO. (Human Resources Division/Bernadette Salazar)**

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: December 5, 2016

To: Santa Fe Board of County Commissioners

From: Robert Griego, Planning Manager *RG*

Via: Penny Ellis-Green, Growth Management Director *PEG*
Katherine Miller, Santa Fe County Manager

Item: **Approval of a Memorandum of Understanding (MOU) Between the Department of the Interior, Bureau of Land Management, Taos Field State Office and Santa Fe County as a Cooperating Agency for the preparation of an Environmental Impact Statement (EIS) for the proposed Verde Transmission Line Project.**

SUMMARY:

Santa Fe County has been invited by the Bureau of Land Management (BLM) to participate as a Cooperating Agency for the proposed Verde Transmission Line Project. An MOU has been drafted and reviewed for consideration by the Board.

BACKGROUND:

BLM is the lead agency for the proposed Verde Transmission Line project in accordance with the National Environmental Policy Act (NEPA) for the preparation of an Environmental Impact Statement (EIS) for this project. This project proposes to build approximately 33 miles of 345 kilovolt transmission line in Santa Fe County and Rio Arriba County. The portion of the transmission line to be located in Santa Fe County is approximately 15 miles and traverses through public, private and tribal land to connect to the PNM Norton substation in Santa Fe County.

BLM has requested Santa Fe County be a Cooperating Agency for the EIS process as stated in the MOU. As a Cooperating Agency, Santa Fe County will: provide technical information to the BLM such as data, analysis, expertise regarding Santa Fe County zoning and ordinances, recommendations for mitigation measures for the BLM to use in the EIS, and will review drafts and reports that will be used in the EIS. As a Cooperating Agency, Santa Fe County will not issue the record of decision (ROD) or, decide what is in the EIS or draft the EIS. Importantly, the MOU expressly provides that nothing in the MOU will alter, limit, or supersede the authorities and responsibilities of either party on any matter within their respective jurisdictions. Nothing in the MOU shall require any of the Parties to perform beyond its respective authority. The MOU expressly states that any development application submitted to Santa Fe County under the SLDC shall be evaluated upon its merits by the relevant recommending and decision-making bodies, based upon the record developed through the separate SLDC process. Any information provided and comment made by Santa Fe County staff pursuant to the MOU represent the views of staff and is not binding on the SLDC Hearing Officer, the Santa Fe County Planning Commission, or Board of County

Commissioners with respect to any development application that may be submitted to Santa Fe County under the SLDC.

Thus, approval of the MOU with Santa Fe County and BLM's Taos Field State Office as a Cooperating Agency for the preparation of an EIS for the Verde Transmission project will establish the County's role and responsibilities with respect to the County's participation in the preparation of an EIS for the proposed Verde Transmission projects described in Attachment A to the MOU, but will not create a conflict of interest for any SLDC application that may come before the SLDC Hearing Officer, the Santa Fe County Planning Commission, or the Board of County Commissioners.

EXHIBITS:

Exhibit A: Memorandum of Understanding Between the Department of the Interior, Bureau of Land Management, Taos Field State Office, and Santa Fe County a Cooperating Agency for the preparation of an EIS the Verde Transmission Project.

**Memorandum of Understanding
Between
The Department of the Interior, Bureau of Land Management,
Taos Field State Office
And
Santa Fe County
As a Cooperating Agency For The
Preparation of an Environmental Impact Statement
For The Verde Transmission Project**

I. Introduction

This Memorandum of Understanding (MOU) establishes a cooperating agency relationship between the Bureau of Land Management's Taos Field Office (BLM) and Santa Fe County for the purpose of preparing an Environmental Impact Statement (EIS) for a proposed transmission line right-of-way known as the Verde Transmission Project. The BLM is the lead federal agency (Lead Agency) for development of the Verde Transmission EIS. BLM acknowledges that Santa Fe County has jurisdiction by law applicable to the Verde Transmission EIS effort, as defined at 40 CFR 1508.15 and 1508.26. This MOU describes responsibilities and procedures agreed to by Santa Fe as a Cooperating Agency and the BLM (Parties).

The cooperating agency relationship established through this MOU shall be governed by all applicable statutes, regulations, and policies, including the Council on Environmental Quality's National Environmental Policy Act (NEPA) regulations (in particular, 40 CFR 1501.6 and 1508.5), the BLM's planning regulations (in particular, 43 CFR 1601.0-5, 1610.3-1, and 1610.4), and the Department of the Interior Manual (516 DM 2.5).

II. Purpose

The purposes of this MOU are:

- A. To designate Santa Fe County as a Cooperating Agency in the EIS process.
- B. To provide a framework for cooperation and coordination between the BLM and Santa Fe County that will ensure successful completion of the EIS in a timely, efficient, and thorough manner.
- C. To recognize that the BLM is the Lead Agency with responsibility for the completion of the EIS and the Record of Decision (ROD).
- D. To describe the respective responsibilities, jurisdictional authority, and expertise of each of the Parties in the EIS process.

III. Authorities for the MOU

- A. The authorities of the BLM to enter into and engage in the activities described within this MOU include, but are not limited to:
 - 1. National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.).
 - 2. Federal Land Policy and Management Act of 1976 (43 U.S.C. 1701 et seq.).
- B. Regulations implementing the above authorities:
 - 1. Council on Environmental Quality regulations (40 CFR 1501 et seq.)
 - 2. BLM planning regulations (43 CFR 1601 et seq.)
- C. The authorities of Santa Fe County to enter into this MOU include, but are not limited to:
 - 1. NMSA 1978, § 4-37-1 (Board of County Commissioners' authority to enact and enforce ordinances).
 - 2. NMSA 1978, § 3-21-1, (Santa Fe County's adoption of a comprehensive zoning plan).
 - 3. Santa Fe County Sustainable Land Development Code (SLDC), Santa Fe County Ordinance No. 2015-11, and Santa Fe County's Zoning regulations.

IV. Roles and Responsibilities

A. BLM's Responsibilities:

- 1. As Lead Agency, the BLM retains final responsibility for the content of all EIS and NEPA documents, which include the Draft Resource Management Plan Amendment, Draft EIS, the Proposed Final EIS, and the ROD. The BLM's responsibilities include determining the purpose of and need for the proposed right-of-way transmission line and proposed Resource Management Plan Amendment, selecting alternatives for analysis, identifying effects of the proposed alternatives, selecting the preferred alternative, and determining appropriate mitigation measures. In meeting these responsibilities, the BLM will follow all applicable statutory and regulatory requirements.
- 2. To the fullest extent consistent with its responsibilities as Lead Agency, the BLM will consider the comments, recommendations, data, and/or analyses provided by Santa Fe County in the Verde Transmission Right-of-Way EIS process, giving particular consideration to those topics on which Santa Fe County is acknowledged to possess jurisdiction by law or special expertise.
- 3. To the fullest extent practicable, after consideration of the effect such releases may have on the BLM's ability to withhold this information from other parties, the BLM will provide Santa Fe County with copies of documents underlying the EIS relevant to Santa Fe County responsibilities, including technical reports, data, analyses, comments received, working drafts related to environmental reviews, and draft and final EISs.

B. Cooperating Agency Responsibilities:

1. Santa Fe County is a Cooperating Agency in this Verde Transmission Right-of-Way EIS process and is recognized to have jurisdiction by law and special expertise in the following areas:

a. Jurisdiction by law with regards to management responsibilities related to Santa Fe County zoning and ordinance requirements.

2. Santa Fe County will provide information, comments, and technical expertise to the BLM regarding those elements of the EIS, and the data and analyses supporting them, in which it has jurisdiction or special expertise or for which the BLM requests its assistance. In particular, Santa Fe County will provide information on the following topics:

a. impacts the power line will have on County zoning and ordinance requirements, impacts the power line will have on County residents near the vicinity of the proposed power line, and other County concerns that may be brought to the attention of County officials as a result of the proposed project.

b. Other such information that is relevant to the proposed power line project issues or data needs.

3. Within the areas of their jurisdiction or special expertise, Santa Fe County may participate in any of the activities identified in Attachment A. These activities include, but are not limited to: providing guidance on public involvement strategies, identifying data needs, suggesting management actions to resolve EIS project issues, identifying effects of alternatives, suggesting mitigation measures, and providing written comments on working drafts of the EIS and supporting documents.

4. Santa Fe County will coordinate with the BLM and both agencies will determine if Santa Fe County will be required to provide any technical studies, data sets, etc., in support of the EIS.

C. Responsibilities of the Parties:

1. The Parties agree to participate in this EIS process in good faith and make all reasonable efforts to resolve disagreements.

2. The Parties agree to comply with the planning schedule provided as Attachment B, which includes dates for EIS milestones and timeframes for Santa Fe County reviews and submissions.

3. Each Party agrees to fund its own expenses associated with the EIS process, except that the BLM may contract with the Cooperating Agency for technical studies within its jurisdiction or special expertise, as provided for in Section IV.B.2.

V. Other Provisions

A. Authorities not altered. Nothing in this MOU alters, limits, or supersedes the authorities and responsibilities of any Party on any matter within their respective jurisdictions. Nothing in this MOU shall require any of the Parties to perform beyond its respective authority. Without limiting the generality of the foregoing, entering into this MOU and having Santa Fe County staff perform the duties of a cooperating agency hereunder does not: (i) require any development application submitted to Santa Fe County under the Santa Fe County Sustainable Land Development Code (SLDC) to be approved or disapproved or (ii) indicate or mean that the Board of County Commissioners of Santa Fe County, the Santa Fe County Planning Commission, or their members or the SLDC Hearing Officer has prejudged any development application that may be submitted to Santa Fe County under the SLDC or any factual issue that such application(s) may raise. Any development application submitted to Santa Fe County under the SLDC shall be evaluated upon its merits by the relevant recommending and decision-making bodies, based upon the record developed through the separate SLDC process. Any information provided and comment made by Santa Fe County staff pursuant to this MOU represent the views of staff and is not binding on the SLDC Hearing Officer, the Santa Fe County Planning Commission, or Board of County Commissioners with respect to any development application that may be submitted to Santa Fe County under the SLDC.

~~Authorities not altered. Nothing in this MOU alters, limits, or supersedes the authorities and responsibilities of any Party on any matter within their respective jurisdictions. Nothing in this MOU shall require any of the Parties to perform beyond its respective authority.~~

B. Financial obligations. Nothing in this MOU shall require any of the Parties to assume any obligation or expend any sum in excess of authorization and appropriations available.

C. Immunity and Defenses Retained. Each Party retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

D. Conflict of interest. The Parties agree not to utilize any individual or organization for purposes of plan development, environmental analysis, or Santa Fe County representation, including officials, employees, or third party contractors, having a financial interest in the outcome of the EIS. Questions regarding potential conflicts of interest should be referred to BLM HQ or Field Ethics Counselors for resolution.

E. Documenting disagreement or inconsistency. Where the BLM and one or more Cooperating Agencies disagree on substantive elements of the EIS (such as designation of the alternatives to be analyzed or analysis of effects), and these disagreements cannot

be resolved, the BLM will include a summary of Santa Fe County views in the Draft EIS and the Proposed Final EIS. The BLM will also describe substantial inconsistencies between its proposed action(s) and the objectives of state, local, or tribal land use plans and policies.

F. Management of Information.

Santa Fe County acknowledges that all supporting materials and draft documents may become part of the administrative record and may be subject to the requirements of the Freedom of Information Act (FOIA) or other federal or state laws or statutes. Santa Fe County agrees not to release these materials to individuals or entities other than the Parties to this MOU.

G. Conflict resolution.

1. Facilitation. If the Parties deem necessary, they agree to retain an independent facilitator to foster clear and efficient communication.

H. Coordination with contractors.

The Lead Agency has selected a 3rd party environmental contractor to prepare the EIS on behalf of the BLM. SWCA Environmental Consultants (SWCA) serves as the BLM's contractor for the overall EIS which includes duties such as public involvement, data collection, environmental analysis, and EIS preparation. Santa Fe County may provide information and comments directly to the contractor and collaborate with contractor's technical staff and subcontractors on matters within Santa Fe County jurisdiction or special expertise. Santa Fe County acknowledges that the BLM retains the exclusive responsibility to authorize modifications to the contract with SWCA, and that Santa Fe County is not authorized to provide technical or policy direction regarding the performance of the contract between BLM and SWCA.

VI. Agency Representatives

Each Party will designate a representative and alternate representative, as described in Attachment C, to ensure coordination between Santa Fe County and the BLM during the planning process. Each Party may change its representative at will by providing written notice to the other Party.

VII. Administration of the MOU

A. Approval. This MOU becomes effective upon signature by the authorized official of the BLM and Santa Fe County.

B. Amendment. This MOU may be amended through written agreement of BLM and Santa Fe County.

C. Termination. If not terminated earlier, this MOU will terminate when the ROD for the EIS is approved by the BLM New Mexico State Director. Either Party may end its participation in this MOU by providing written notice to the other Party.

VIII. Signatures

The Parties hereto have executed this MOU on the dates shown below.

Department of the Interior
Bureau of Land Management
Taos Field Office
226 Cruz Alta Road, Taos, NM 87571

Sarah Schlanger
Field Manager, Taos Field Office

Date

SANTA FE COUNTY

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

Date

Attestation:

Geraldine Salazar
Santa Fe County Clerk

Approved as to form:

Gregory S. Shaffer
Santa Fe County Attorney

Date

Attachment A

Cooperating Agency Participation in the Verde Transmission Project
Environmental Impact Statement

	RMP/EIS Stage	Potential Activities of Santa Fe County (Cooperating Agency - CA) within their acknowledged areas of expertise
1	Conduct public scoping meetings and identify issues	Provide input on preparation plan; identify coordination requirements based on Santa Fe County plans; identify significant issues; identify relevant local and regional organizations and interest groups; collaborate in reviewing/ assessing scoping comments (review of scoping report); identify connected, similar, and cumulative actions; identify other relevant agencies.
2	Collect inventory data & provide planning criteria	Identify data needs; provide data and technical analysis within County expertise. Provide advice on planning criteria.
3	Formulate alternatives	Collaborate with BLM Project Manager, EIS Contractor (SWCA) and BLM Field Managers and BLM ID Team reps. in developing alternatives. Suggest land allocations or management actions to resolve issues. [Decision to select alternatives for analysis is reserved to the BLM]
4	Estimate effects of alternatives	Provide effects analysis within Santa Fe County's expertise, identify direct, indirect, and cumulative effects with Santa Fe County's expertise, and suggest mitigation measures for adverse effects.
5	Select the preferred alternative; issue Draft EIS	Collaborate with BLM Project Manager, EIS Contractor (SWCA), and BLM Field Managers and BLM ID Team reps. in evaluating alternatives and in developing criteria for selecting the preferred alternative; provide input on Preliminary Draft EIS. Santa Fe County may provide written, public comments on draft if desired. [Decision to select a preferred alternative and to issue a draft is reserved to the BLM]
6	Respond to Comments	As appropriate, review comments within Santa Fe County's expertise and provide assistance to BLM in responding
7	Issue Proposed Final EIS	[Action reserved to the BLM.]
8	Sign Record of Decision (ROD) or	[Action reserved to the BLM].
8a	Resolve protests; modify Proposed Final EIS if needed, sign ROD	[Action reserved to the BLM] If NMDOT provided information relevant to a protest, may be asked to for clarification.

Attachment B**Schedule**

Note: This Schedule portion of the MOU will be updated and finalized as the project progresses and as issues are identified. BLM and Santa Fe County will work together, as well as other Cooperating Agencies to finalize and agree on a schedule that is realistic and achievable.

[examples of schedule entries]

Task	Responsibility	Dates
conduct scoping and identify issues	BLM Core Team & County reps.	TBD
review scoping comments	BLM Core Team & County reps.	TBD
review and comment on affected environment chapter (administrative draft)	BLM Core Team & County reps.	TBD
formulate alternatives	BLM Core Team & County reps.	TBD
estimate effects of alternatives (for identified areas of cooperator expertise)	BLM Core Team & County reps.	TBD

Attachment C

Agency Representatives

BUREAU OF LAND MANAGEMENT

EIS Name : Verde Transmission Project EIS

Primary Representative: Adrian Garcia – BLM Project Manager
Phone - (505) 954-2199
E-Mail Address - agarcia@blm.gov
Physical Address - Bureau of Land Management
New Mexico State Office
301 Dinosaur Trail
Santa Fe, NM 87508

Backup Representative: Brad Higdon – NEPA & Planning Coordinator
Phone - (575) 751-575-4725
E-Mail Address - bhigdon@blm.gov
Physical Address - Bureau of Land Management
Taos Field Office
226 Cruz Alta Road
Taos, NM 87571

SANTA FE COUNTY

Primary Representative: Robert Griego, Santa Fe County Planning Manager
Phone - (505) 986-6215
E-mail Address- rgriego@santafecountynm.gov
Physical Address - 102 Grant Avenue, Santa Fe, NM 87504

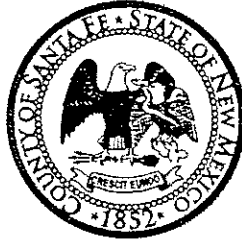
Backup Representative: Paul Olafson, Planning Projects Manager
Phone - (505) 992-9866
E-Mail Address - polafson@santafecountynm.gov
Physical Address - 102 Grant Avenue, Santa Fe, NM 87504



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 30, 2016*

TO: *Board of County Commissioners*

FROM: *Michael Kelley, Public Works Department Director MK 11/30/16*

VIA: *Katherine Miller, County Manager*

ITEM AND ISSUE: *BCC Meeting December 13, 2016*

A Memorandum of Understanding Between the City of Santa Fe and Santa Fe County for Wastewater Service for Turquoise Trail Business Park, End of Trail Condominiums and Industrial Park at Ranch Viejo (Public Works/Claudia Borchert)

SUMMARY:

This Memorandum of Understanding (MOU) between the City of Santa Fe (City) and Santa Fe County (County) allows for Turquoise Trail Business Park, End of Trail Condominiums, and Industrial Park at Ranch Viejo to discharge wastewater to the County Utility with ultimate treatment being provided by the City of Santa Fe.

BACKGROUND:

Turquoise Trail Business Park, End of Trail Condominiums, and the Industrial Park at Ranch Viejo (the Project) are all existing developments that are located on Bisbee Court and Dinosaur Trail, south of the intersection of Rancho Viejo Boulevard with NM State Highway 14 (Turquoise Trail), Santa Fe County, New Mexico. The Project consists of 33 lots constructed on 42.073 acres and is further described in the attached Boundary Survey Plats that are Exhibit B of the attached MOU. The Project is currently served by a privately owned and maintained on-site wastewater treatment and disposal system. SFCU owns and operates a wastewater collection system in the near vicinity of the subject properties. This collection system infrastructure and lift station (previously known as the Thornburg Sewer and Lift station) was acquired by SFCU on October 1, 2015, and is now known as the Santa Fe County Utilities Abajo Lift station and Turquoise Trail Sewer, respectively. Because SFCU does not currently have a treatment facility that can provide service to this area, sewage from this part of the County's system is transferred to the City for treatment.

DISCUSSION:

The on-site wastewater treatment and disposal system that serves the Project is near (or at) the end of its useful life and is in need of major upgrades or outright replacement. The system's disposal field suffered a significant failure several years ago and the options for constructing a new disposal field

are limited due to site restrictions. The on-site system's treatment quality is marginal and continued discharge at this location could impact ground water quality. Upgrading or replacing the existing on-site wastewater treatment and disposal system would require a significant investment. This investment would be better served by being directed toward a permanent solution consisting of connecting the Project to a public sewer system. To facilitate this connection, the owner of the Project has requested a point of connection to the County's sewer system. Given the potential impact to surface and ground water quality, it is in the best interest of the City and County to facilitate a permanent solution by connecting the Project to the County's wastewater system and then pump the sewer to the City for final treatment. The attached MOU allows the wastewater to be pumped to the City's collection system for ultimate treatment.

In order to connect the Project to a public sewer system, the County will require the Project, at its sole expense, to design, construct, and dedicate to the County a sewer line extension from an existing manhole along NM State Highway 14 to the Project's collection system. The easement location for the sewer line extension is depicted in Exhibit C of the attached MOU.

If the MOU is approved by the City and the County, the Project will become a County sewer customer, and the County will pay the City for the wastewater generated within this development per the City's wholesale sewer rates.

ACTION REQUESTED:

Approve subject Memorandum of Understanding

Attachment:

A Memorandum of Understanding Between the City of Santa Fe and Santa Fe County for Wastewater Service for Turquoise Trail Business Park, End of Trail Condominiums and Industrial Park at Ranch Viejo and associated Exhibits A-C.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SANTA FE AND SANTA FE COUNTY FOR
WASTEWATER SERVICE TO TURQUOISE TRAIL BUSINESS PARK, END OF
TRAIL CONDOMINIUMS AND INDUSTRIAL PARK AT RANCHO VIEJO**

The City of Santa Fe ("the City") and Santa Fe County ("the County") enter into this Memorandum of Understanding ("MOU"), effective as of the last date written below, for a new sanitary sewer connection and sewer services for the existing developments Turquoise Trail Business Park, End of Trail Condominiums, and Industrial Park at Rancho Viejo ("the Project"). The Project is located on Bisbee Court and Dinosaur Trail, south of the intersection of Rancho Viejo Boulevard with NM State Highway 14 (Turquoise Trail), Santa Fe County, New Mexico (Exhibit A- Vicinity Map). The Project (Exhibit B - Subdivision Plats of Turquoise Trail Business Park, End of Trail Condominiums, and Industrial Park at Rancho Viejo) has an existing privately owned and maintained sanitary sewer collection system ("Project Collection System") that will connect to the Santa Fe County Utilities Abajo Sewer Lift Station and Turquoise Trail Sewer System ("County Collection System") that currently discharges into the City's wastewater collection and treatment system ("City Wastewater System")

RECITALS

- A. The City and the County entered into a "Settlement Agreement and Mutual Release of Claims" on May 19, 2008 ("Settlement Agreement"), which addressed issues of annexation in general, the presumptive city limits, and the need to "establish sensible water and wastewater utility service areas for the City and County."
- B. Section 2(m) of the Settlement Agreement provides:
- The City shall provide water and wastewater service within the presumptive city limits and shall not provide water and wastewater service outside the presumptive city limits unless required by a current contract with a customer, decrees of a court, or applicable rulings of the Public Regulation Commission, unless otherwise agreed upon between the City and the County in a separate written agreement.
- C. The Project is located outside the "presumptive city limits," as defined in the Settlement Agreement.
- D. The Project consists of 33 lots constructed on 42.073 acres and is further described in the attached Boundary Survey Plats (Exhibit B). The Project is currently served by a private on-site wastewater treatment and disposal system.
- E. On June 30, 2015, the City and County entered into a Memorandum of Agreement (MOA) between the City of Santa Fe and Santa Fe County Regarding the Provision of

Wastewater Collection and Treatment for the Thornburg Amended Master Plan Area. Subsequently, in September 2015, the County acquired Abajo Sewer Lift Station and Turquoise Trail Sewer System ("County Collection System"). The County Collection System discharges to the City Wastewater System for treatment.

F. The County Collection System is near the Project. The County currently lacks infrastructure to treat and dispose of wastewater from the Project. The purpose of this MOU, therefore, is to set out the terms and conditions under which the Project Collection System will be permitted to connect and discharge wastewater to the County Collection System and the City Wastewater System.

G. In order to serve the Project, the County will require the Project to construct and dedicate to the County a sewer line extension from an existing manhole along Highway 14 to the Project's Collection System (Exhibit C- Conceptual Design Drawing of the Sewer Line Extension).

H. Pursuant to Section 22-6.2 of the Santa Fe City Code ("SFCC"), applications to connect to the City Wastewater System outside of the City limits are reviewed by the water/wastewater review team ("WWRT"), which consists of "City and County staff from the Water Division, the Wastewater Division, the City attorney's office, the County Attorney's Office and the Land Use Departments."

I. On January 20, 2016, Santa Fe County Utility Division submitted a letter application ("Application") to the WWRT on behalf of the Project requesting that the Project be connected to the County Collection System and the City Wastewater System.

J. On August 4, 2016, the WWRT met to review the Application. Upon receipt of a resolution from the Project's homeowner's association's guaranteeing responsibility to maintain and repair of the Project's private collection system, the City WWRT members determined that the Application was complete and that the application met the requirements of SFCC Section 22-6.2, subject to the approval of this agreement.

AGREEMENT

1. Wastewater Connection and Discharge Authorization: The Project is hereby authorized to connect and discharge to the County Collection System, including the line extension shown in Exhibit C. The new sewer line installed to connect the Project to the County Collection System will be constructed at a minimum to City specifications and will be dedicated to and owned by the County. The existing Project Collection System shall remain private unless and until it is dedicated to and accepted by the County. The City shall not bear any cost of connecting the County Collection System and Project Collection System to the City Wastewater System.

2. Compliance with Federal, State and Local Law; Santa Fe Homes Program. The County shall assure that the County Collection System complies with all applicable federal, state, and local laws. The County shall require Project Collection System to be operated and maintained in compliance with all applicable federal, state, and local laws. Pursuant to SFCC §22-6.2(G), the City's Santa Fe Homes Program, (SFCC §14-8.11), does not apply.
3. Regulatory Oversight: The County shall be responsible for inspecting, reviewing and approving the design and construction of the Project's sewer line extension (Exhibit C). In the event of a County or Project Collection System malfunction that creates or may create a nuisance or constitute a violation of law, the County shall correct the malfunction or cause it to be corrected as soon as practicable after receiving notice thereof. The City shall have no obligation to assume any regulatory oversight responsibilities with respect to the County or Project Collection System except as necessary to enforce applicable City code and ordinances.
4. Metering Requirements; Billing. The County shall meter water use of the Project pursuant to SFCU Customer Service Policies adopted by Resolution No. 2012-88, as the same may be amended from time to time. The County may meter wastewater discharge directly. The County will collect the metered usage pursuant to SFCU Customer Service Policies and any wastewater discharge readings. The County will report the collected meter readings and other pertinent billing information to the City on a monthly basis for use in calculating the wastewater and water bill to be paid by the County in accordance with the City's most current rates. The City will not bill the County for water that the County has diverted and delivered to the Project using County-owned water rights, but may impose a wheeling fee for the County's use of City-owned infrastructure in accordance with the May 8, 2013, Agreement Regarding Water, Wastewater and Solid Waste Required by the Settlement Agreement and Mutual Release of Claims.
5. Utility Expansion Charges. The County shall require its customers in the Project to pay for the benefit of the City a utility expansion charge ("UEC") under SFCC Section 22-6.6 in accordance with the following process. The County will calculate the amount of the UEC under SFCC Section 22-6.6. The County will thereafter bill and collect the final UEC from the Project based on the final calculation. The County will remit the amount collected for all current customers in the Project to the City prior to the Project discharging wastewater to the City Wastewater System.
6. City Wastewater Service Fees. The County agrees to pay to the City the sum of the City's monthly wholesale service fees under SFCC Section 22.7, as it may be amended from time to time, for wastewater collection and treatment services provided for the wastewater discharge by the Project.
7. SFCC Section 22.9 and SFCC Section 22.10. The County agrees that the discharges from any commercial/industrial properties within the Project shall be subject to the provisions of

SFCC §22.9, *Industrial Pretreatment Regulations and Procedures*, and SFCC §22.10, *Wastewater Extra Strength Surcharge Program*, as they may be amended from time to time.

8. Pre-treatment Requirements. If determined to be necessary by the City, the City will issue a significant industrial user permit to appropriate commercial/industrial properties within the Project in accordance with SFCC§22.9, in which case all permit conditions and requirements must be met by the property owners, including their successors and assigns.

9. Wastewater Service Area. Except as otherwise authorized in separate agreements between the City and County, the County will not permit properties outside of the designated Project service area set forth in Exhibit B to connect to the County or Project Collection System without prior written approval from the City and County pursuant to the Settlement Agreement.

10. Successors & Assigns. This MOU will inure to the benefit of the Parties' successors or assigns.

11. Amendments. This MOU may be amended in writing by agreement of all the parties.

12. Effective Date and Term. This MOU shall be effective upon the signature of all the Parties and shall be perpetual; provided, however, that the County may terminate this MOU when it is willing and able to provide wastewater treatment services for the Project through its own or another wastewater treatment system; that the City may terminate this MOU for failure by the County or the Project to comply with the provisions of this MOU; and that this MOU may be terminated by either party pursuant to Paragraph 13, Bateman Act Compliance. If the City intends to terminate this MOU for failure to comply, the City shall give the County one hundred twenty days advance, written notice of termination, during which period the County shall have the right to cure the failure to comply.

13. Bateman Act Compliance. The terms of this MOU are contingent upon sufficient appropriations and authorizations being made or given by the City and County to perform under this MOU. If sufficient appropriations and authorizations are not made or given by the City or County, this MOU may be terminated or this MOU may be amended in accordance with Paragraph 11. A party's decision as to whether sufficient appropriations are available shall be accepted by the other party and shall be final.

14. New Mexico Tort Claims Act. Neither the City nor the County waive any of the limitations and immunities of the New Mexico Tort Claims Act, NMSA 1978, §§ 41-4-1 through 41-4-30.

No Third-Party Beneficiaries. The parties do not intend to create, and this MOU does not create, any third-party beneficiaries under this MOU. Without limiting the generality of the foregoing, no action to enforce the terms of this MOU or for damages for breach thereof may be brought against either party by any person who is not a party to this MOU.

For the City:

Javier Gonzales, Mayor
City of Santa Fe

Date

Attest:

Yolanda Y. Vigil, City Clerk

Date

Approved as to Form:

Kelley Brennan, City Attorney

Date

Finance Director

Date

For the County:

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

Date

Attest:

Geraldine Salazar, Santa Fe County Clerk

Date

Approved as to Form:

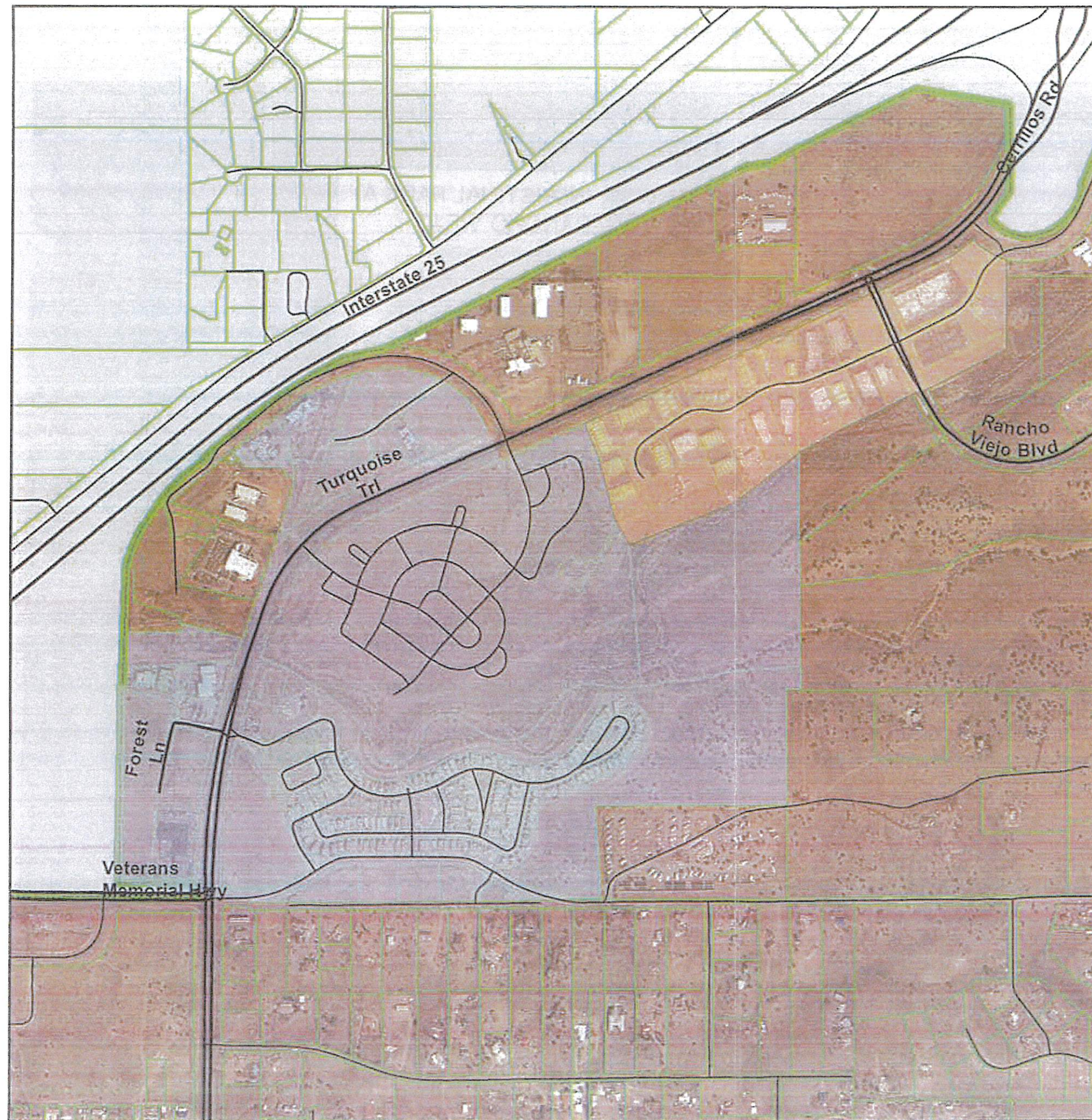
Gregory S. Shaffer, Santa Fe County Attorney

Date

Don D. Moya,
Interim Santa Fe County Finance Director

Date

Exhibit A Vicinity Map



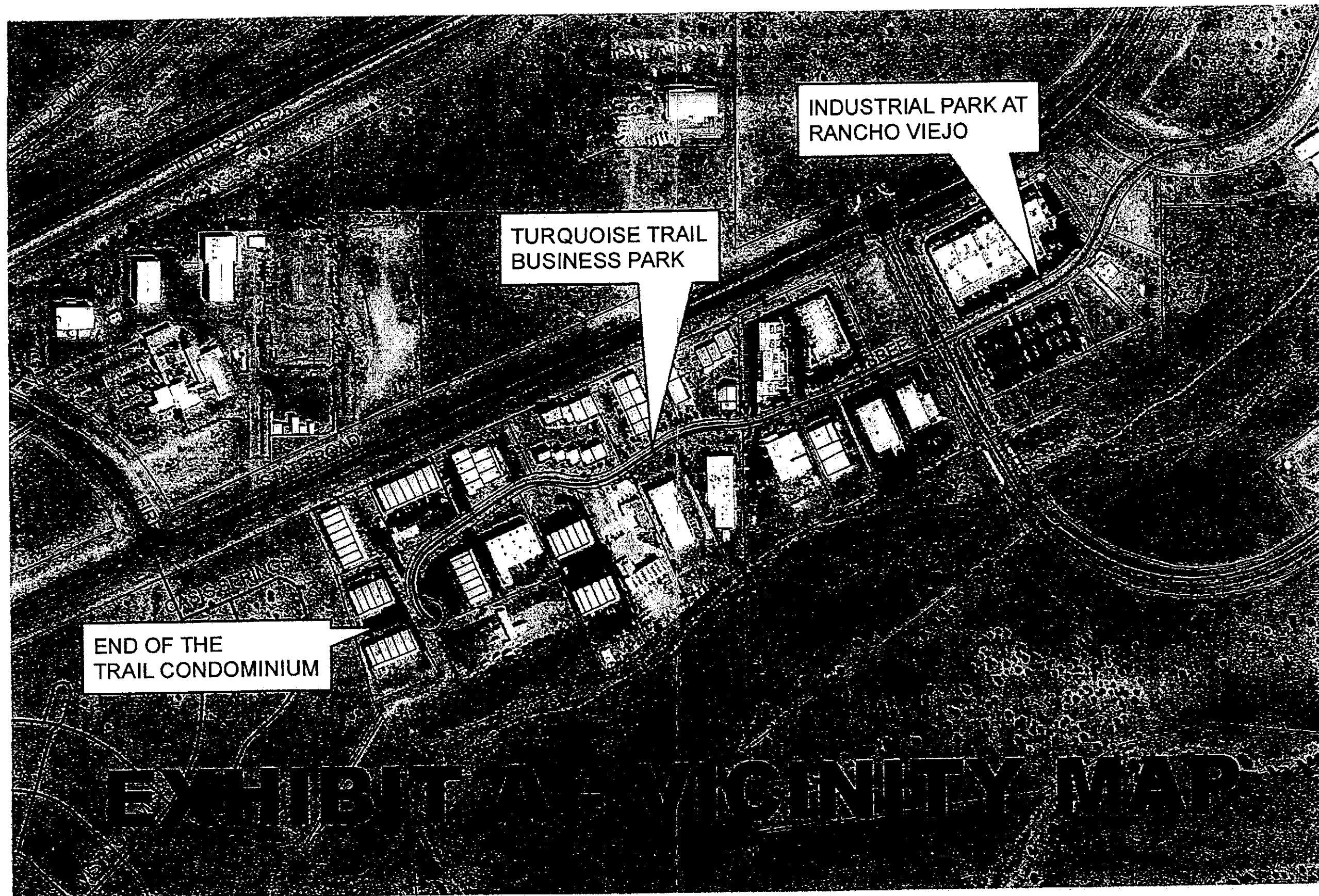
Legend

-  Project
-  County Collection System
-  Parcels
-  City Limits

1:10,560



Date: 11/03/2016

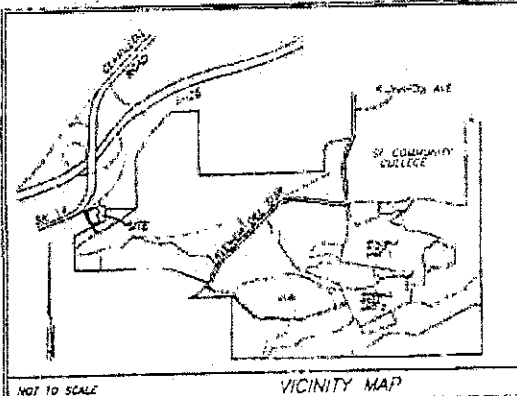


INDUSTRIAL PARK AT
RANCHO VIEJO

TURQUOISE TRAIL
BUSINESS PARK

END OF THE
TRAIL CONDOMINIUM

EXHIBIT A VICINITY MAP



NOT TO SCALE VICINITY MAP

LINE	BEARING	DISTANCE	AREA	PERIMETER	CHORD
1	N 89° 14' 30" E	115.00'	1,308.26'	208.71'	545.1732'
2	S 89° 14' 30" E	115.00'	1,308.26'	208.71'	545.1732'
3	N 0° 00' 00" E	115.00'	1,308.26'	208.71'	545.1732'

LEGEND

- 1. BOUNDARY OF THE INDUSTRIAL PARK AT RANCHO VIEJO
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- 100. BOUNDARY OF THE INDUSTRIAL PARK AT RANCHO VIEJO

REFERENCE DOCUMENT FILED IN THE OFFICE OF THE SANTA FE COUNTY CLERK OFFICE

1. THE INDUSTRIAL PARK AT RANCHO VIEJO, REC. SEPT. 8, 2005 IN BOOK 599, PAGE 042-043.
2. SPECIAL WARRANTY DEED, RANCHO VIEJO DE SANTA FE, INC. TO NSHE NM GOLD, LLC, RECORDED ON JUNE 30, 2006 AS INSTRUMENT NO. 1529712.
3. DECLARATION OF EASEMENTS (HOMESITE SIGN) BY RANCHO VIEJO DE SANTA FE, INC. WITHIN LOT 7, RECORDED ON JUNE 20, 2006 AS INSTRUMENT NO. 1529711.

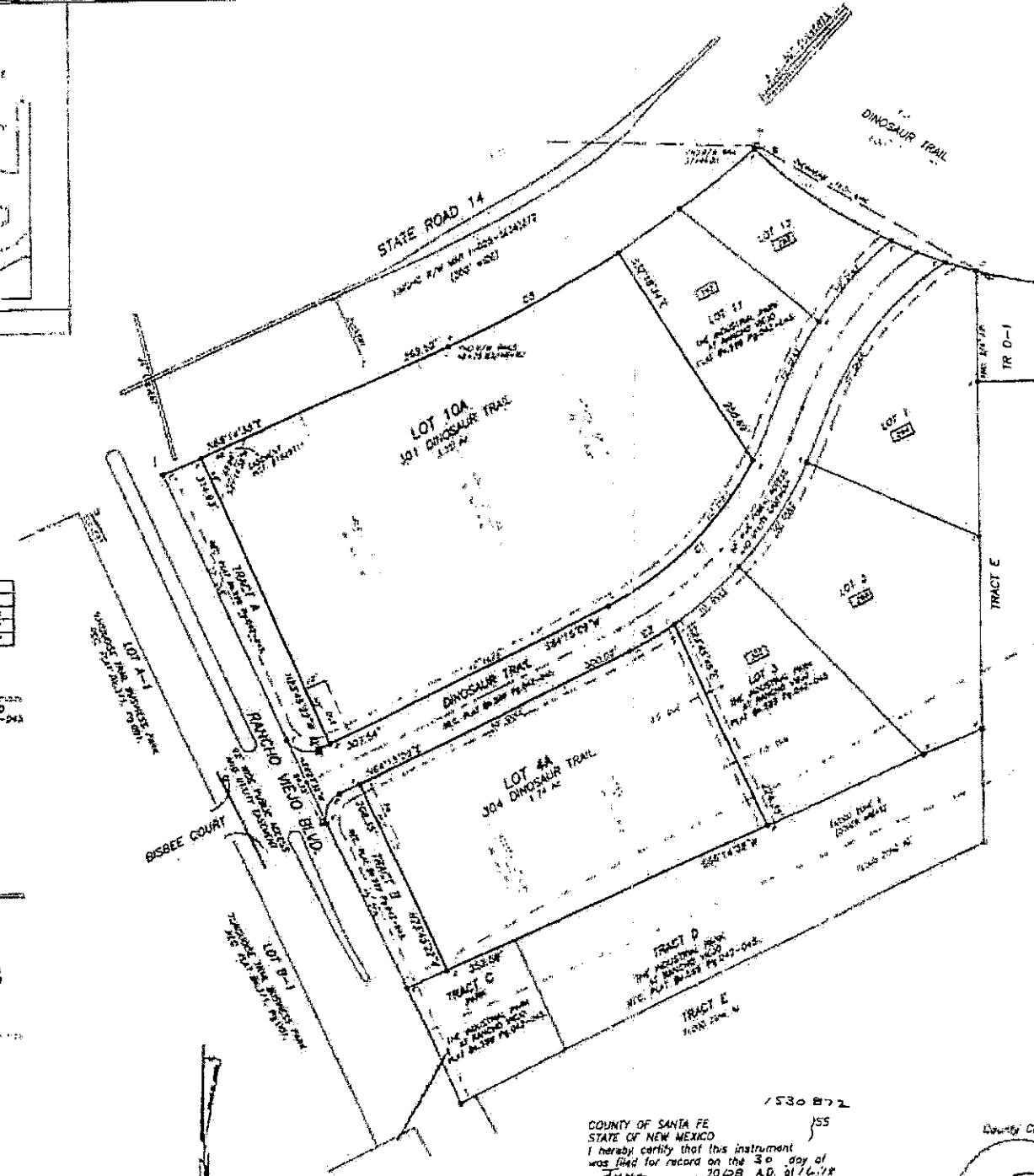
NOTES

1. THIS PLAT IS SUBJECT TO RESTRICTIONS, COVENANTS AND EASEMENTS OF RECORD AS SHOWN ON PLAT RECORDED IN BOOK 599, PAGES 042-043, AS DOC. NO. 1529712.
2. THIS PLAT IS SUBJECT TO ANY RESTRICTIONS, COVENANTS AND EASEMENTS OF RECORD.
3. LOT AND ADDRESS DATA IN (PARENTHESES) FROM PREVIOUS PLAT REFERENCED HEREON.

FLOOD ZONE

UNLESS OTHERWISE SHOWN THIS PROPERTY LIES WITHIN ZONE "X" AREAS OUTSIDE 500 YEAR FLOOD PLAIN AS SHOWN ON FEMA MAPS 33068-0122 & 33068-0123.

ZONE "X" OTHER FLOOD AREAS OF 500-YEAR FLOOD AREAS OF TWO-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH SHALLOVE AREAS LESS THAN 1 SQUARE MILE AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD ZONE "X" BASE FLOOD ELEVATION DETERMINED.



SCALE 1"=40'

EXHIBIT B (PAGE 2 OF 4) INDUSTRIAL PARK AT RANCHO VIEJO BOOK 685 PAGE 37

COUNTY OF SANTA FE
STATE OF NEW MEXICO
I hereby certify that this instrument was filed for record on the 30 day of 2008 A.D. at 1:47 PM o'clock P.M., and was duly recorded in books 685, page(s) 37 of the records of Santa Fe County.

Witness my hand and Seal of office
County Clerk, Santa Fe County, N.M.
Deputy



AFFIDAVIT

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNER(S) HAVE CALLED TO BE RECALLED THESE LANCES SHOWN HEREON FOR THE PURPOSES OF CONSOLIDATING SOME OF THE EXISTING LOTS. THE SAID CONSOLIDATION PLAT IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF SAID OWNERS. THIS AFFIDAVIT IS SUBJECT TO ALL APPLICABLE NOTES, EASEMENTS AND ENCUMBRANCES SHOWN ON THE INDUSTRIAL PARK AT RANCHO VIEJO PLAT, RECORDED IN BOOK 599, PAGES 042-043, THE RECAL PLAT CONTAINS 3.59 ACRES, MORE OR LESS, THERE IS NO ROAD DESIGNATION.

THIS LOT CONSOLIDATION LIES WITHIN THE PLATTING JURISDICTION OF THE CITY AND COUNTY OF SANTA FE, N.M.

OWNER: NSHE NM GOLD, LLC
COUNTY CLERK: Santa Fe County, N.M.
NOTARY PUBLIC: Santa Fe County, N.M.

STATE OF NEW MEXICO
COUNTY OF SANTA FE
THE FOREGOING INSTRUMENT WAS SHOWN, RECALLED AND SUBSCRIBED BEFORE ME BY PERSON(S) AS: Executive, California
OF NSHE NM GOLD, LLC
THIS PLAT, DAY OF June, 2008.

Veronica L. Biggs
NOTARY PUBLIC MY COMMISSION EXPIRES May 30, 2010



SANTA FE COUNTY APPROVAL, NOTES AND CONDITIONS

LAND USE ADMINISTRATOR: 6/30/08
PLANNING COMMISSION: 6/27/08
DATE: 6/30/08
DATE: 6/27/08

08-2055 & 08-2056
COUNTY DEVELOPMENT PERMIT NO.

MAINTENANCE OF ACCESS ROADS AND UTILITY EASEMENTS IS THE RESPONSIBILITY OF THE LAND OWNER/USER UNLESS CURRENTLY MAINTAINED BY THE SANTA FE COUNTY PUBLIC WORKS.

THE APPROVAL OF THIS PLAT DOES NOT CONSTITUTE THE APPROVAL OF ANY FURTHER DEVELOPMENT, INCLUDING BUILDING PERMITS.

THE LANDS SHOWN HEREON LIE WITHIN THE PLATTING JURISDICTION OF THE CITY AND COUNTY OF SANTA FE.

THE PARCELS AS PLATTED HEREON ARE SUBJECT TO ARTICLE VI, SECTION 3 OF THE SANTA FE COUNTY TERRAIN MANAGEMENT REGULATIONS AT THE TIME OF ANY DEVELOPMENT.

THESE LOTS ARE SUBJECT TO SANTA FE COUNTY FIRE AND RESCUE IMPACT FEES AT THE TIME OF APPLICATION FOR BUILDING PERMIT.

ALL DEVELOPMENT SHALL OCCUR WITHIN BUILDABLE AREAS AS FOR THE SANTA FE COUNTY LAND DEVELOPMENT CODE AND/OR THE COMMUNITY COLLEGE DISTRICT ORDINANCE.

NOTES AND CONDITIONS OF PRIOR PLATS, APPROVED AND SIGNED BY THE COUNTY LAND USE ADMINISTRATOR, ARE APPLICABLE, UNLESS THEY HAVE BEEN MODIFIED BY THIS PLAT.

SURVEYORS CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT IS A TRUE REPRESENTATION OF A SURVEY COMPLETED UNDER MY PERSONAL SUPERVISION ON THE 30 DAY OF JUNE, 2008, TO THE BEST OF MY KNOWLEDGE, THE SURVEY WAS MADE ACCORDING TO THE BEST AND MOST ACCURATE METHODS FOR LAND SURVEYS IN NEW MEXICO.

Edwino M. Trujillo
EDWINO M. TRUJILLO, S.M.P.S. 12352



TITLE AND INTEREST INFORMATION FOR THE COUNTY CLERK
LOT CONSOLIDATION PLAT FOR
NSHE NM GOLD, LLC
SHOWING LOT CONSOLIDATION
OF LOTS 4, 5 AND 6
AND LOT CONSOLIDATION
OF LOTS 7, 8, 9 AND 10
THE INDUSTRIAL PARK AT RANCHO VIEJO
RECORDED IN BOOK 599, PAGES 042-045
WITHIN SECTION 24, T.16N, R.1E, N.M.P.M.
SANTA FE COUNTY NEW MEXICO.

PURPOSE: THIS PLAT IS TO AMEND EXISTING LOT BOUNDARIES

DAWSON SURVEYS, INC.
REGISTERED LAND SURVEYOR
2008 & CURRENT EDITION
SANTA FE, N.M. 87507
PLATIFICATION DATE: 6/30/08

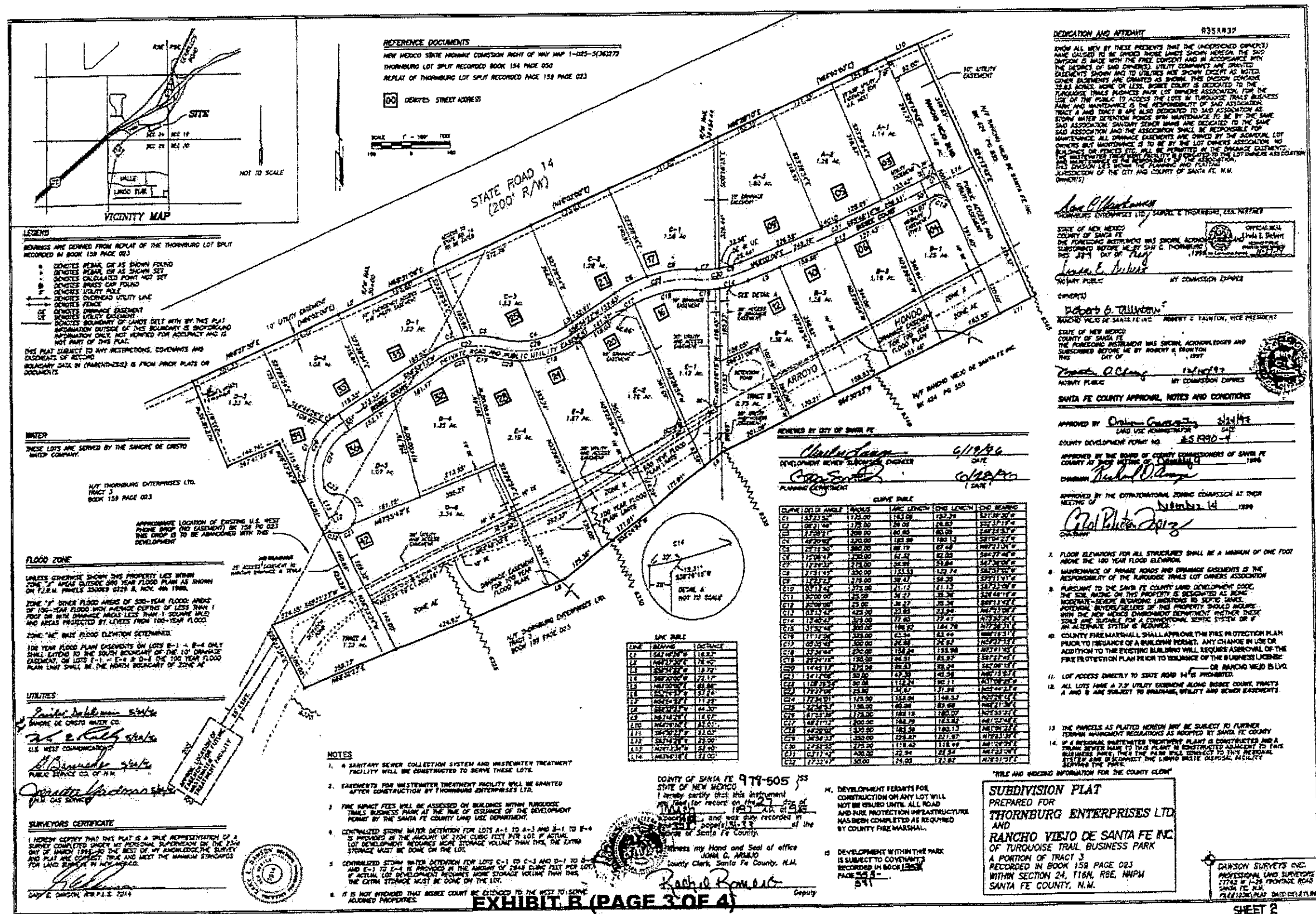
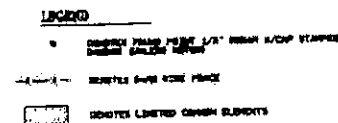


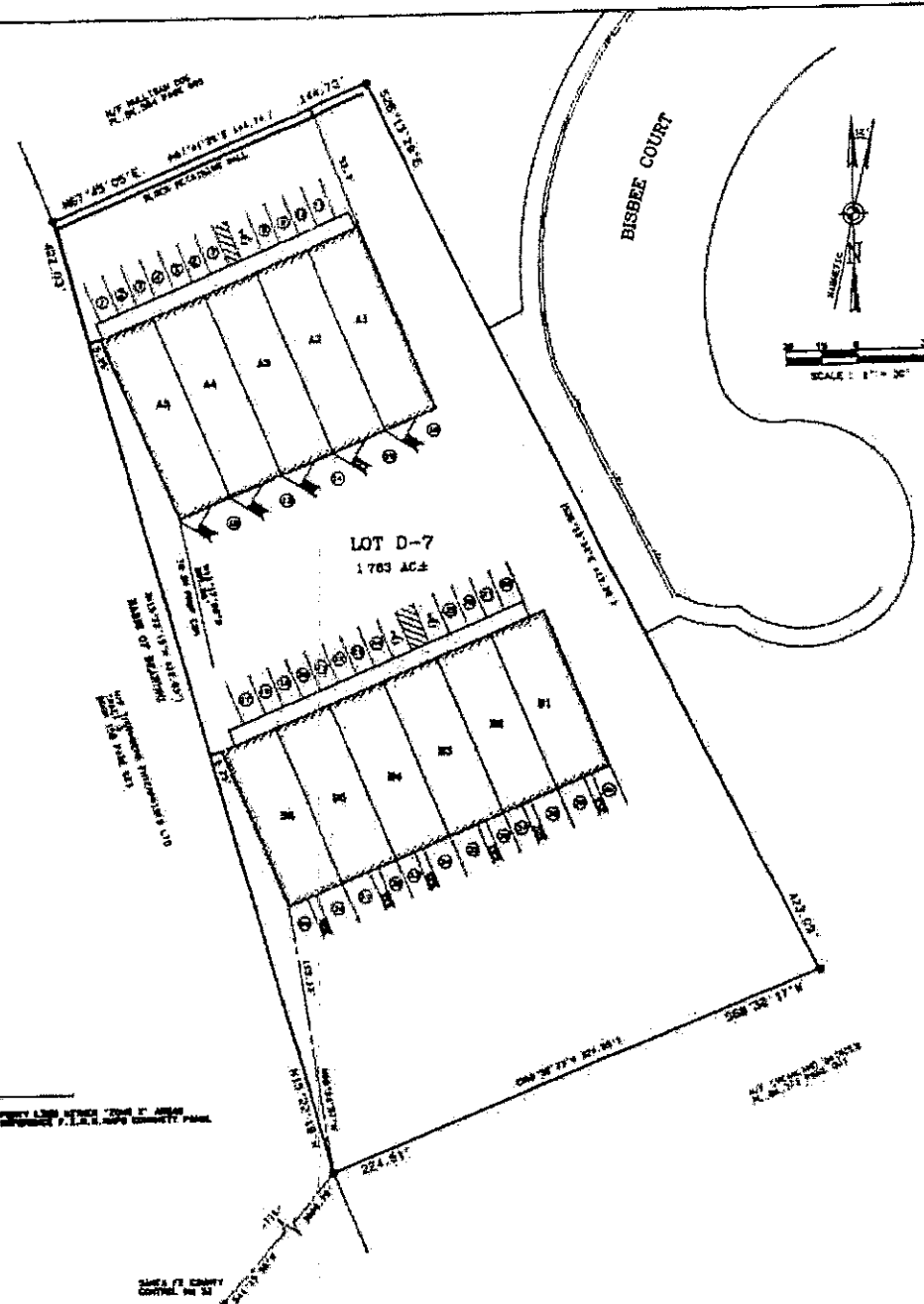
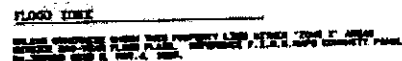
EXHIBIT B (PAGE 3 OF 4) Deputy

TURQUOISE TRAIL BUSINESS PARK

BOOK 358 PAGES 31-33



PARKING SPACE ASSIGNMENT	
UNIT#	PARKING SPACE #
	BUILDING A
	NO. 11, 15
A1	8, 9, 18
A2	5, 6, 19
A3	3, 4, 17
A4	3, 4, 18
A5	5, 6, 19
	BUILDING B
B1	21, 22, 23, 24
B2	25, 26, 27, 28
B3	29, 30, 31, 32
B4	33, 34, 35, 36
B5	37, 38, 39, 40



1394.029 (14)
 copies of 1394.029 (14)
 1
 I hereby certify that these documents are filed
 for record on the 18th day of Aug 2003
 at 05:45:57
 and this registry is now
 page 002 of the registry of
 1394.029

EXHIBIT B (PAGE 4 OF 4)
END OF THE TRAIL CONDOMINIUM
BOOK 598 PAGES 42-45

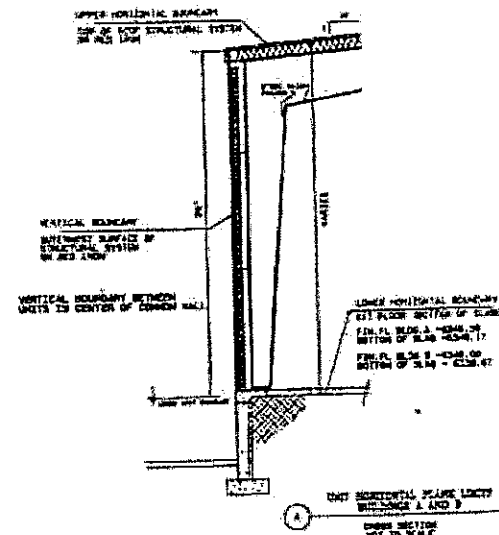
5980 02
END OF THE TRAIL CONDOMINIUM
MAY 2005
PROPERTY LOCATED AT 41 BISBEE COURT
SANTA FE COUNTY, NEW MEXICO

A CERTAIN PARCELS OF LAND INDICATED AS LOT D-Y STRUCTURE TALL FINDER PARK
AN OTHER ON PLAT OFFICE "LOT-1" ADJUTANT PLAT PREPARED FOR THE
ENTIREMENT OF THE COUNTY PLATWORK BY EDWARD M. TRULLACE, P.L.M. & C.
PLAT OFFICE IN THE COUNTY OF SANTA FE COUNTY CLERK'S OFFICE OF PLAT BOOK, 404 PL. 115,
SANTA FE, N.M. 87501. THE PLATWORK IS BEING PREPARED BY THE
COUNTY CLERK'S OFFICE OF PLAT BOOK, 404 PL. 115, SANTA FE, N.M. 87501.
THE PLATWORK IS BEING PREPARED BY THE COUNTY CLERK'S OFFICE OF PLAT BOOK,
404 PL. 115, SANTA FE, N.M. 87501. THE PLATWORK IS BEING PREPARED BY THE
COUNTY CLERK'S OFFICE OF PLAT BOOK, 404 PL. 115, SANTA FE, N.M. 87501.

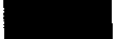
BEGINNING AT CORNER OF SANTA FE CONTROL MEASUREMENT NO. 102, MARKED BY
 A NAILING DRIVEN INTO THE GROUND, THENCE S17°21'00"E, A DISTANCE OF
 3409.70 FEET TO THE SOUTHWEST CORNER OF THIS LOT 10-71 AND THE TRUE
 POINT AND PLACE OF BEGINNING
 THENCE FROM SAID POINT OF BEGINNING N17°22'44"E, A DISTANCE OF 422.63
 FEET, THENCE N17°22'44"E, A DISTANCE OF 144.74 FEET, THENCE S24°13'24"E,
 A DISTANCE OF 144.74 FEET, THENCE S17°22'44"E, A DISTANCE OF 204.85 FEET
 TO THE SAID POINT AND PLACE OF BEGINNING
 CONTAINING 1.783 AC. MORE OR LESS,

NOTES

- [illegible]



U.F.C. #1-048-093-376-030

SECTION				PAGE		DATE	
SECTION		D.W.P.		RANGE		LOCATION	
MALLISON DOG 14 N 20		25		N EAST		TANAGERIE N. BAY, P.O.	
				<p>MORRIS</p> <p>surveying engineering</p>			
<p>1815-A Fairview Drive Phoenix (505) 438-8100</p> <p>Mobile Pa. No 87007-7888</p>							
DRAWN BY: T. H. H. H. H.		SCALE: 1" = 1'		CHECKED BY: R. H. H.			
NAME: DOG OF THE TRAIL, CONSTRUCTION				PROJECT NO. 47048-154			

TURQUOISE TRAIL BUSINESS PARK LOT OWNERS ASSOCIATION(TTBPLOA) SEWER SYSTEM IMPROVEMENTS FROM SR14 MANHOLE #13 TO TTBP MANHOLE # 1B

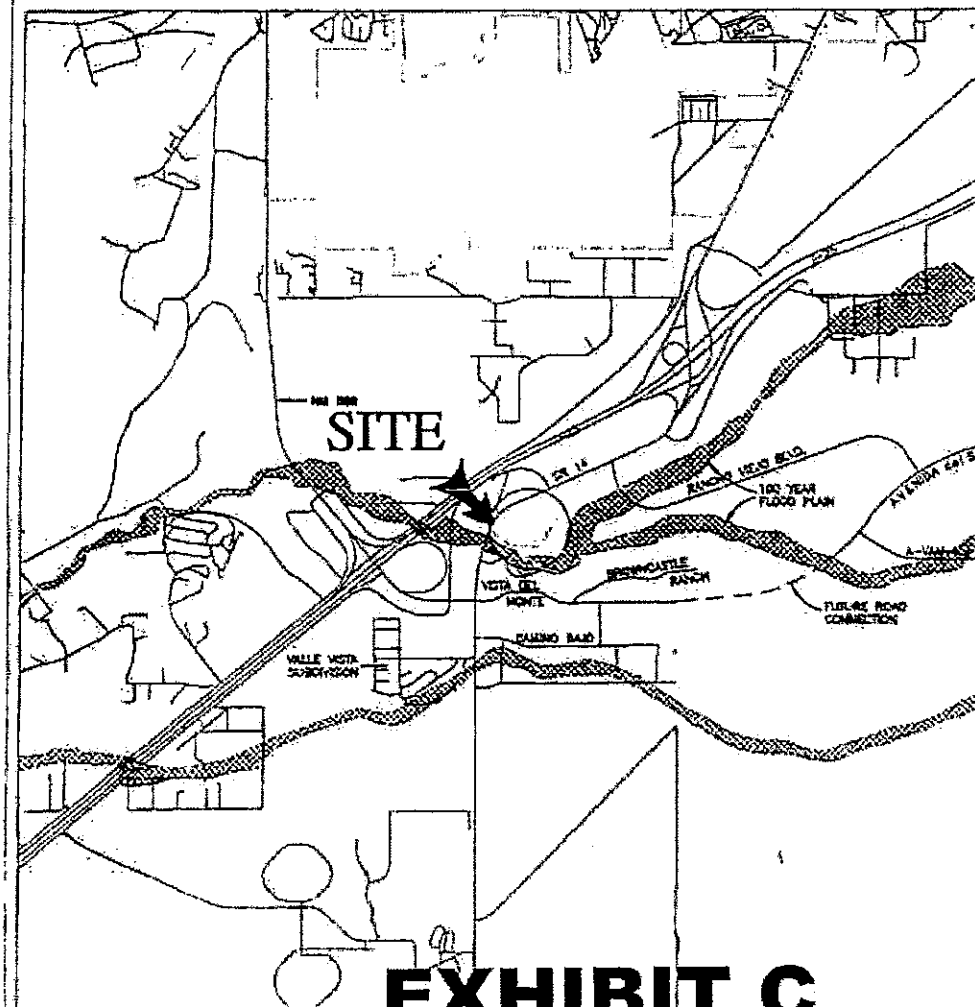


EXHIBIT C

VICINITY MAP

SANTA FE COUNTY PUBLIC SEWER LINE

OWNER: TURQUOISE TRAIL BUSINESS PARK
LOT OWNERS ASSOCIATION
5 BIRCHMOUNT COURT, SUITE 101
SANTA FE, NM 87501

CONSULTANT: DOUGLAS SAYRE, P.E.
SAYRE ENGINEERING
439 W. SAN FRANCISCO ST.
SANTA FE, NM 87501

CONSENT OF OWNERS

SAYRE ENGINEERING TREASURER
DATE

COUNTY OF SANTA FE
STATE OF NEW MEXICO
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD
ON THE DAY OF 2013.
AT O'CLOCK AND WAS FILED IN BOOK OF THE RECORDS OF SANTA FE COUNTY.
WITNESS MY HAND AND SEAL OF OFFICE
VALERIE ESPINOSA
COUNTY CLERK, SANTA FE COUNTY, N.M.

COPY

INDEX TO SHEETS

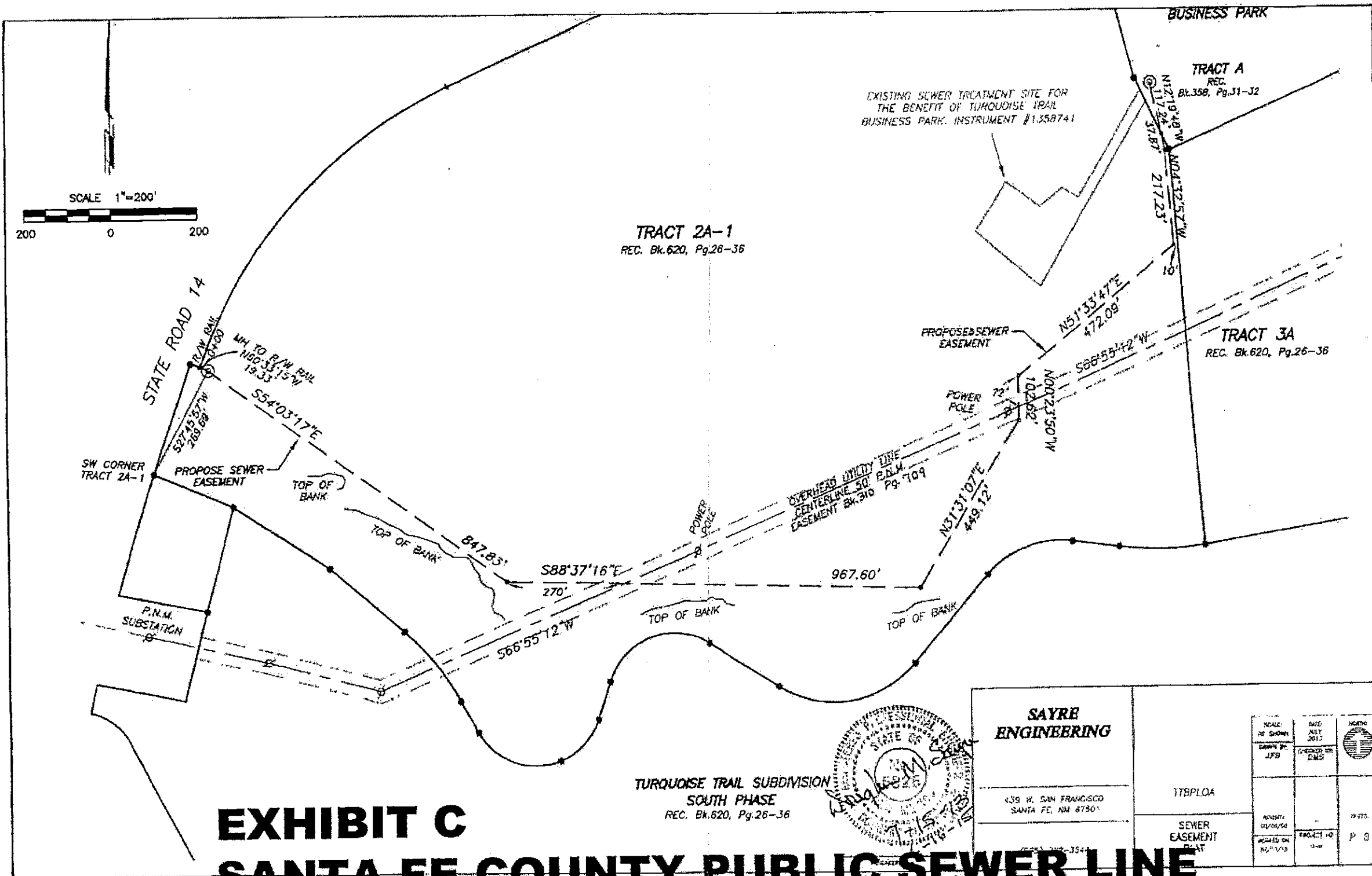
LIST OF SHEETS	SHEET NUMBER
CIVIL SHEETS	
COVER SHEET	P-1
GENERAL NOTES	P-2
SEWER EASEMENT PLAT	P-3
SEWER PLAN & PROFILE	P-4 TO P-6
SANITARY SEWER STANDARD CONSTRUCTION DETAILS	P-7 TO P-10

PROJECT IS LOCATED IN:
TOWNSHIP 16, RANGE 08, SEC 25

COUNTY REVIEW

CARD USE APPROVED DATE
COUNTY UTILITIES DATE

	SAYRE ENGINEERING 439 W. SAN FRANCISCO SANTA FE, NM 87501	SCALE: AS SHOWN DRAWN BY: JTB	DATE: JULY 2013 CHECKED BY: JTB	
	TTBPLOA COVER SHEET	RECEIVED: 06/26/13 WORKED ON: 07/11/13	SHEET: P-1	





City of Santa Fe
Summary of Contracts, Agreements, & Amendments

Section to be completed by department for each contract or contract amendment

1 FOR: ORIGINAL CONTRACT ☒ or CONTRACT AMENDMENT ☐

2 Name of Contractor City of Santa Fe and Santa Fe County

3 Complete information requested

☐ Plus GRT

☐ Inclusive of GRT

Original Contract Amount: N/A

Termination Date: None-Requires City or County Action

☐ Approved by Council Date: _____

☐ or by City Manager Date: _____

Contract is for: Memorandum of Understanding (MOU) between City & County for Provision of City Sewer Service for Turquoise Trail BP, Rancho Viejo IP & End of Trail Condominium

Amendment # N/A to the Original Contract# _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

☐ or by City Manager Date: _____

Amendment is for: _____

4 History of Contract & Amendments: (option: attach spreadsheet if multiple amendments)

☐ Plus GRT

☐ Inclusive of GRT

Amount \$ _____ of original Contract# _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ N/A



City of Santa Fe
Summary of Contracts, Agreements, & Amendments

5 **Procurement Method of Original Contract:** (complete one of the lines)

RFP# _____ Date: _____

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other MOU requires approval by governing bodies of the City of Santa Fe and Santa Fe County

6 **Procurement History:** N/A
example: (First year of 4 year contract)

7 **Funding Source:** N/A **BU/Line Item:** N/A

8 **Any out-of-the ordinary or unusual issues or concerns:**
N/A
(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Stan Holland, Wastewater Division Engineer

Phone # 955-4637

10 **Certificate of Insurance attached.** (if original Contract) ☐

Submit to City Attorney for review/signature

Forward to Finance Director for review/signature

Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

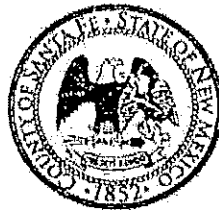
Comments:

The City and the County enter into this Memorandum of Understanding for City sewer service to be provided to the Turquoise Trail Business Park, Industrial Park at Rancho Viejo & End of the Trail Condominium (collectively called "the Project") located in Santa Fe County as required by the Settlement Agreement of 2008 (City Ordinance 2008-53). The Project is located on Bisbee Court and Dinosaur Trail south of the intersection of Rancho Viejo Boulevard with NM State Highway 14 (Turquoise Trail), Santa Fe County, New Mexico and will connect to a County wastewater collection system, which discharges into the City's wastewater collection and treatment system. This MOU describes how the County and the Project will become a customer of the City for City sewer service.

Henry P. Roybal
Commissioner, District 1

Miguel Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanios
Commissioner, District 5

Katherine Miller
County Manager

SANTA FE COUNTY UTILITIES

July 20, 2016

Water/Wastewater Review Team
C/O Stan Holland, P.E.
Wastewater Management Division
73 Paseo Real
Santa Fe, New Mexico 87507
(Sent Via E-Mail)

**RE: WATER/WASTEWATER REVIEW TEAM APPLICATION FOR THE
TURQUOISE TRAIL BUSINESS PARK, END OF THE TRAIL
CONDOMINIUMS, AND INDUSTRIAL PARK AT RANCHO VIEJO**

Dear Team Members:

Sayre Engineering, on behalf of the Turquoise Trail Business Park Lot Owner's Association Inc., is seeking wastewater services for the Association's three existing developments, which include the Turquoise Trail Business Park (TTBP), the End of the Trail Condominiums (ETC) and the Industrial Park at Rancho Viejo (IPRV). These developments cover 42.073 acres, spanning to the north of Rancho Viejo Boulevard on Dinosaur Trail and to the south of Rancho Viejo Boulevard on Bisbee Court (see attached site map). The developments are located outside of the boundary of the presumptive city limits of the City of Santa Fe and within the boundary of Santa Fe County. In accordance with City of Santa Fe Ordinance No. 2008-53, Section 2, the Santa Fe County Utilities (SFCU) Division hereby submits the enclosed Utility Service Application and associated materials on behalf of the applicant for review by the City-County Water/ Wastewater Review Team (WWRT).

Description of the Proposed Facilities

The 42.073 acre subject properties are currently nearly fully developed. The TTBP has 20 lots, all of which have been built out except for lot A-1. The ETC has 11 condominium units and is fully built out. The IPRV has 12 lots, of which eight have been developed; Lots 1, 3, 11 and 12 remain vacant. Of the twelve IPRV lots, the offices of the Bureau of Land Management occupy 4 lots, and the parking 3 additional lots. Two subdivision plats, prepared by Dawson Surveying Inc. and one plat prepared by Morris Surveying and Engineering for the subject properties are attached. Land uses within the subject properties are governed by the provisions of the County's Community College District Ordinance (Ord. 2000-03, as amended) for employment centers zones

(see attached letter from Joseph Karnes and Land Use Table).

Water Budget

The proposed annual water budget for all three developments is 15.5 AFY (see water budget for breakdown by lot). The annual water use for these properties totaled 13.7 AFY.

Availability of Wastewater Services

SFCU owns and operates a wastewater collection system in the near vicinity of the subject properties. This liftstation and collection system infrastructure (previously known as the Thornburg Sewer and Liftstation) was acquired by SFCU on October 1, 2015, and is now known as the Santa Fe County Utilities Abajo Liftstation and Turquoise Trail Sewer, respectively. Because SFCU does not currently have a treatment facility that can provide service to this area, sewage from this part of the County's system is transferred to the City for treatment.

The TTBP, ETC, and IPRV properties are currently served by a private collection and on-site package wastewater treatment and disposal system. The applicant is proposing to construct a sanitary sewer and necessary manholes to connect the existing sanitary sewer to the County's Turquoise Trail Sewer system at manhole #13, just east of NM Highway 14.

Health, Safety, or Legal Reasons for the Connection

Regarding the health, safety, or other legal reason supporting the need to connect these properties to the County's sewer system (and thence to the City's sewer system), the applicant and SFCU propose that:

1. The proliferation of on-site wastewater treatment and disposal systems at the periphery of the City is undesirable due to potential impacts to ground and surface water quality.
2. The applicant's on-site system is near (or at) the end of its useful life and is in need of major upgrades or outright replacement. The needed investment is better directed toward the permanent solution offered by connecting to a public sewer.
3. The system's disposal field suffered a significant failure several years ago and the options for constructing a new disposal field are limited due to site restrictions.
4. The on-site system's treatment quality is marginal and continued discharge at this location could impact ground water quality in the area.

In further support of their application, the applicant has already secured the necessary easements (see attached Sewer Line Easement Agreement) and has completed a design of the sanitary sewer (see attached plans of the Turquoise Trail Business Park Lot Owners Association Sewer System Improvements). Specifications for construction of the sewer system were also provided by the applicant, but have not been included in the attachments, due to their size.

Last, it does not appear that the applicant needs to demonstrate a certified Santa Fe Homes Proposal as set forth in Section 14-8.11 SFCC 1987.

SFCU respectfully submits the attached application and supporting materials on behalf of the applicant. If the application is deemed to be complete, SFCU requests that a WWRT meeting be held the first week of August to review the application. Please contact SFCU's Utility Engineering Associate (Phyllis Bustamante) at (505) 986-6364 if you need additional information regarding this application and to coordinate a date for a WWRT meeting.

Sincerely,



Claudia Borchert, Director
Santa Fe County Utilities Division

- Encl: Letter from Sayre Engineering including the City's Utility Service Application
including a site location and a site map.
Subdivision Plats for TTBP, the ETC, and IPRV
Water Budget
Letter from Joseph Karnes, dated November 9, 2015 regarding SFCC District
Land Use Table
Sewer Line Easement Agreement, dated October 25, 2013
Plans; TTBPLOA Sewer System Improvements
- CC: Bruce Frederick, Santa Fe County assistant attorney (sent via email, with
enclosures)
Douglas Sayre P.E., Sayre Engineering, (sent via email, with enclosures)
Joseph Karnes and Karl Sommer, Sommer Karnes & Associates, LLP (sent via
email, with enclosures)
Gary Smothermon, L.E. Meyer Company (sent via email with enclosures)

Water Budget

Turquoise Trail Business Park (TTBP)

<u>Lot #</u>	<u>Business Name</u>	<u>Address</u>	<u>Annual Water Budget (Gal)</u>	<u>Annual Water Budget (AFY)</u>
A-1	Vacant	3 Bisbee Ct	100,000	0.31
B-1	Aroma Coffee	4 Bisbee Ct	118,420	0.36
A-2	L. E. Meyer Company	5 Bisbee Ct.	80,200	0.25
B-2	Blaze Christian Fellowship	6 Bisbee Ct.	72,610	0.22
A-3	L. E. Meyer Company	9 Bisbee Ct.	59,600	0.18
B-3	Mulligan Park Condominium Association	10 Bisbee Ct.	129,090	0.40
B-4	Sam Melinda Garcia	12 Bisbee Ct.	94,310	0.29
C-1	Bisbee Court Condominium Association	17 Bisbee Ct.	268,220	0.82
E-1	Santa Fe Tortilla Company	18 Bisbee Ct.	1,086,040	3.33
E-2	Kemosabe LLC	20 Bisbee Ct.	323,820	0.99
C-2	Bisbee Court Condominium Association	21 Bisbee Ct.	184,910	0.57
E-3	Ballew Construction	24 Bisbee Ct	60,050	0.18
C-3	Bisbee Court Condominium Association	25 Bisbee Ct.	444,690	1.36
E-4	Arroyo Viejo Condo Association	28 Bisbee Ct	134,680	0.41
D-4	Mulligan Dog Company	32 Bisbee Ct.	61,840	0.19
D-1	33 BISBEE CT CONDO OWNERS ASSOC. INC.	33 Bisbee Ct.	72,400	0.22
D-2	Soothing Touch	35 Bisbee Ct.	143,330	0.44
D-5	Bisbee Park Condominium Association	36 Bisbee Ct.	495,570	1.52
D-3	Dusty Trail Condominium Association	39 Bisbee Ct.	59,980	0.18
D-6	Creamland Dairies	42 Bisbee Ct.	100,000	0.31
Total (TTBP)			4,089,760	12.55

End of the Trail Condominiums (ETC)

Note: ETC is actually an 11 unit Condominium Association Located at the end of the Turquoise Trail Business Park. All 11 units are fully built out but there is only one meter located at 41 Bisbee Ct.

<u>Lot #</u>	<u>Business Name</u>	<u>Address</u>	<u>Annual Water Budget (Gal)</u>	<u>Annual Water Budget (AFY)</u>
D-7	End of the Trail Condominium Association	41 Bisbee Ct.	257,310	0.79
Total (ETC)			257,310	0.79

Industrial Park at Rancho Viejo (IPRV)

<u>Lot #</u>	<u>Business Name</u>	<u>Address</u>	<u>Annual Water Budget (Gal)</u>	<u>Annual Water Budget (AFY)</u>
1	Vacant / Spanish Sherpa Stone	294 Dinosaur Trail	100,000	0.31
2	El Parasol	298 Dinosaur Trail	274,350	0.84
3	Vacant / El Parasol	302 Dinosaur Trail	100,000	0.31
4	Vacant / BLM Parking Lot	306 Dinosaur Trail	-	-
5	Vacant / BLM Parking Lot	310 Dinosaur Trail	-	-
6	Vacant / BLM Parking Lot	314 Dinosaur Trail	-	-
7	BLM Office / Included in Lot 10 Below	315 Dinosaur Trail	-	-
8	BLM Office / Included in Lot 10 Below	311 Dinosaur Trail	-	-
9	BLM Office / Included in Lot 10 Below	307 Dinosaur Trail	-	-
10	BLM Office	301 Dinosaur Trail	31,930	0.10
11	Vacant / Unvest Rancho Viejo	295 Dinosaur Trail	100,000	0.31
12	Vacant / Jerome Buenviaje	293 Dinosaur Trail	100,000	0.31
Total (IPRV)			706,280	2.17

Note: All Vacant Lots or unoccupied buildings were given a usage of 100,000 gallons/yr

Total Water Budget: 15.51

LAND USE TABLE

Adopted 1-1-2000

USE CATEGORY	VILLAGE ZONES				OTHER ZONES				Village Separators *
	New Community Center	Neighborhood Center	Neighborhoods (optional)**	Fringe Zone	Rural Zone	Employment Center Zone	Institutional Campus Zone	Open Space *	
ELIGIBLE USES									
Residential and Residential Accessory									
Bed and Breakfast (8 units max.)	X	X	X	X	X				
Group Homes and Shelters	X	X	X		X	X	X		
Guest Homes and secondary dwellings	X	X	X	X	X	X	X		
Home Day Care (12 or fewer children)	X	X	X	X	X	X	X		
Home Occupations	X	X	X	X	X	X	X		
Live / Work Dwellings	X	X	X	X	X	X	X		
Residential, dormitories	X	X	X	X	X	X	X		
Residential, Limited Multifamily (4 units max.)	X	X	X	X	X	X	X		
Residential, Multifamily (over 4 units)	X	X	X			X	X		
Residential, Single family	X	X	X	X	X	X	X		
Retirement Homes/Assisted Living	X	X	X	S	X	X	X		
Studios	X	X	X	X	X	X	X		
Civic/Public/Institutional									
Auditoria, Community Theatres, Museums	X	X				S	X		
Cemeteries				X	X			S	
Churches/Religious Institutions	X	X	X	X	X	X	X		
Day Care (more than 12 children)	X	X	S	X	X	X	X		
Hospitals						S	S		
Nursing Homes	X	X					X		
Private Club/Lodges	X	X					X		
Public Buildings	X	X		S			S		
Recreational areas, play fields & facilities, including school fields	X	X	X		X	X	X	S	
Recreational buildings, public indoor	X	X	S	S			X		
Schools: Colleges, Universities, Vocational	X	X					X		
Schools: K-6, Public	X	X	X	S			X		
Schools: Middle or High, Public ***	X	X	S				X		
Schools: Private	X	X	X	S	S	S	X		
Commercial/Industrial									
Automotive sales/Auto, truck or RV dealerships	S					S			
Automotive services/ Car Washes	S	S				X			
Automotive services/ Gas stations	S	S				S			
Automotive services/ repair shops	S	S				X			
Banks/Financial Institutions	X	X				X	X		
Business & Personal Services	X	X				X	X		
Campgrounds, RV parks				X	X				
Construction supplies & yards	X	X				X			
Distribution facilities	S					S			
Greenhouses/Plant nurseries		X		X	X	X			
Guest Ranches, Resorts	X	X		S	X				
Health Clubs	X	X				X	X		
Hotel, motel, Inns, Bed & Breakfast (over 6 units)	X	S				X			
Indoor Recreational Centers	X	S				X	S		
Industrial, Light & crafts manufacture	S	S			S	X			

X= uses eligible
in zone

S= special use

1845776

LAND USE TABLE

Adopted 12/11/00

USE CATEGORY	VILLAGE ZONES				OTHER ZONES				Village Separators
	New Community Center	Neighborhood Center	Neighborhoods (optional)**	Fringe Zone	Rural Zone	Employment Center Zone	Institutional Campus Zone	Open Space	
Industrial, Heavy	x	x	x			S	x		
Laundromat/dry cleaning	S	S	S			S	S		
Liquor stores, bars, lounges and pubs	S	x	x			S	S		
Medical: drug & alcohol treatment	x	x	x			S	S		
Medical: Offices, Clinic/Laboratory	x	x	x			S	S		
Mobile home sales & services	x	x	x			S	S		
Movie Theaters	x	x	x			S	S		
Office, Limited (1000 s.f. max., first fl. only)	x	x	x			S	S		
Office: Professional or Business	x	x	x			S	S		
Outdoor markets	S	x	x			S	S		
Parking Garages	x	x	x			S	S		
Recycling centers	x	x	x			S	S		
Research laboratories & associated medical facilities	S					S	S		
Restaurant (more than 40 seats)	x	x	x			S	S		
Restaurant, Limited (40 seats max.)	x	x	x			S	S		
Retail Sales (single uses 5000 s.f. max.)	x	x	x			S	S		
Retail Sales (single uses over 5000 s.f.)	x	x	x			S	S		
Retail Centers	x	x	x			S	S		
Solid Waste Transfer Station	S					S	S		
Storage, outdoor	S					S	S		
Storage, Self storage	S					S	S		
Storage, warehouse						S	S		
Transportation Center: maintenance & storage	x	x	x			S	S		
Transportation Center: depots	x	x	x			S	S		
Truck terminals	S	S	S			S	S		
Utilities: substations	S	S	S			S	S		
Utilities: well fields, water & waste water treatment facility	S	S	S			S	S		
Veterinary hospitals, kennels & shelters (Large animal)						S	S		
Veterinary hospitals, kennels & shelters (Small animal)	S	S	S			S	S		
Agricultural and Accessory Uses	x	x	x			S	S		
Agriculture and ranching ***	x	x	x			S	S		
Community Gardens	x	x	x			S	S		
Stables, riding academies						S	S		
Prohibited Uses						S	S		
Airports, scrap yards, slaughterhouses, adult entertainment						S	S		

* Accessory buildings only allowed; principal buildings and structures shall be located in adjacent zones

** Neighborhoods are optional development types. Permitted uses in neighborhoods may be individually defined by each development, but may not be less restrictive than the uses allowed for Neighborhood Center zone.

*** Locate at edge of Village Area or Institutional Campus

**** Allowed unless superseded by other development

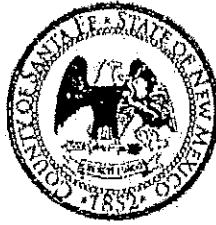
Uses not marked as eligible are not permitted in the particular zone.

1845777

Henry 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

October 19, 2016

Stan Holland, P.E.
City of Santa Fe
Wastewater Division
73 Paseo Real
Santa Fe, New Mexico 87507

Re: Turquoise Trail Business Park

Dear Mr. Holland:

I write this letter in response to your request for the following three items to be responded to on County letterhead.

1. The County agrees that the new sewer line being installed by Turquoise Trail Business Park Lot Owners Association, Inc., will be constructed, at a minimum, to the specifications of the City of Santa Fe and will be dedicated and owned by the County of Santa Fe once it has been built, inspected, approved and accepted by the County;
2. The existing sewer lines leading to the new line from the Turquoise Trail Business Park and the Rancho Viejo Business Park shall remain privately owned and shall be maintained by the Associations for those two business parks (this is to also include the existing waste water treatment plant);
3. The County is in agreement with this ownership and maintenance arrangement.

Sincerely,

Michael Kelley, PE
Santa Fe County
Public Works Director



SAYRE ENGINEERING

Civil Engineering • Consultants • Planners
439 West San Francisco St.
Santa Fe, New Mexico 87501-1837
Telephone # (505) 982-3544

October 19, 2015

Robert George
Utilities Department
Santa Fe County
P.O. box 276
Santa Fe, NM 87507

Re: Turquoise Trail Business Park connection to Turquoise Trail Master Association sewer system

Dear Mr. George:

Turquoise Trail Business Park currently has a central on-site wastewater treatment plant treating about 13,000 gpd of sewage. Because this treatment system needs upgrading but is located in close vicinity to the Turquoise Trail Master Association (TTMA) sewer system, Turquoise Trail Business Park considers connection to this system beneficial and economically advantageous. The most feasible connection would be to the TTMA manhole No.13 on the north side of Arroyo Hondo just east of State road 14 as it is only 3300 feet west and downhill from the Business Park wastewater treatment plant. Right-of-Way acquisition to accomplish the connection is not a problem as the route only crosses land owned by Real Capital Solutions, Inc., and that easement has been acquired. We have also secured the easement encroachment agreement from PNM for the two locations where the sewer line will cross underneath the 115kV power lines.

It is our understanding that Santa Fe County has acquired the TTMA sewer collection system and the lift station and the Utilities Department has taken over operation of this system. Turquoise Trail Business Park Lot Owners Association (TTBP-LOA) has had a gravity wastewater collection system designed from the west end of the Business Park sewer system to connect into TTMA manhole SAS#14 which indicates connection to this new County owned sewer system is very feasible and advantageous to the business park development.

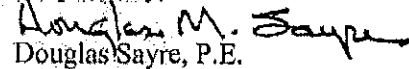
Turquoise Trail Business Park respectfully requests availability, capacity, and timeline schedule of when the County acquired sewer system could become a feasible connection for the Business Park. We are submitting the following items for County Utility Department consideration and review:

- 1) Utility Sewer Service Application for Properties Outside the Presumptive City Limits;
- 2) Plans and Specifications for the connecting sewer line;
- 3) Recorded easements;
- 4) Aerial map of subject area showing sewer line route;
- 5) Aerial map showing current development for the three properties which will be discharging wastewater;

- 6) Aerial map showing development with respect to current city limits; and
- 7) Plats of three developments that will be discharging to connecting sewer line.

The TTBP-LOA would appreciate the County Utilities Department reviewing this application as rapidly as possible as the current wastewater treatment plant is near the end of its useful life and would require significant investment in order for it to function to its full effectiveness. Please advise if additional information and/or discussion is needed.

Respectfully,


Douglas Sayre, P.E.

Consulting Engineer for
Turquoise Trail Business Park-LOA

Cc: Karl Sommer, with attachments (except P&S)
Gary Smothermon with attachments (except P&S)

City of Santa Fe, New Mexico

UTILITY SEWER SERVICE APPLICATION
FOR PROPERTIES OUTSIDE PRESUMPTIVE CITY LIMITS

*Fill in all highlighted fields on this application. Applicant must sign and date application.

Applicant Name: TURQUOISE TRAIL BUSINESS PARK LOT OWNERS' ASSOCIATION, INC
Project Address: S BISBEE CT, # 101, SANTA FE, NM 87508

***Required - Attach a Plat of the Property (legal lot of record and proposed development)**

Plat Filing Information: Year 1997 Book 358 Page 31-33 Township, Range, Section: T16N, R8E, Sec 24
Location: (check one only) Inside Corporate City Limits ☐ Outside Corporate City Limits ☒
Property Uniform Property Code: _____ Existing Well: Yes ☐ No ☒ COUNTY WATER SYSTEM
Legal Description including lot size: WEST DEVELOPMENT (Lot D-7) = 1.793 ACRES AND 11 LOTS; TURQUOISE TRAIL BUSINESS PARK = 31.94 ACRES AND 20 LOTS; RANCHO VIEJO INDUSTRIAL PARK = 8.35 ACRES AND 12 LOTS
Short Description of Project: CONSTRUCT GRAVITY SEWER LINE FROM WEST END OF TURQUOISE TRAIL BUSINESS PARK (TTBP MH#12) TO SR 14 MH#13
Construction Start Date: AS SOON AS PRACTICAL

***RESIDENTIAL PROJECT - Complete the following**

1. Type of project: (i.e. Single Family Residence, Subdivision, Lot split, Apartments) _____
2. Total number of lots approved on final plat/development plan: _____
3. Total number of homes existing or under construction: _____
4. Size of service requested: (5/8", 3/4", 1" or 2") _____

***Please fill in all categories below that apply for which water service is requested:**

--- COMPLETED BY APPLICANT ---

Number of
Lots or Units

- _____ Single Family Dwelling Unit, lot size less than 6,000 sq. ft.
_____ Single Family Dwelling Unit, lot size 6,000-10,890 sq. ft.
_____ Single Family Dwelling Unit, lot size greater than 10,890 sq. ft.
_____ Mobile Home (in Mobile home park)
_____ Guest house (detached)
_____ Apartment/Condominium
_____ Senior Complex

_____ **Total**

--- COMPLETED BY STAFF ---

Water Use Factors	Annual Water Demand
.15 afy per d.u.	_____
.17 afy per d.u.	_____
.25 afy per d.u.	_____
.17 afy per d.u.	_____
.09 afy per d.u.	_____
.16 afy per d.u.	_____
.12 afy per d.u.	_____

Total Residential Water Demand _____ AFY

**City of Santa Fe, New Mexico
UTILITY SERVICE APPLICATION**

***COMMERCIAL PROJECT - Complete the following**

Type of Project: (i.e. Office, Retail, Mixed, etc.) OFFICE, RETAIL, AND WAREHOUSES
 Total gross floor area of building: _____ square feet
 Total area of lot, tract or parcel: 42.073 acres
 Automatic Fire Sprinkler System: ☒ Yes ☐ No
 Building Construction Type: OFFICE AND WAREHOUSE
 Building Square Footage: ≈ 350,000
 Site Plan Attached: ☒ Yes ☐ No 3 SITE PLANS ATTACHED

*Please check all use categories below that are planned for the building and the gross floor areas of each use within the proposed building.

--- COMPLETED BY APPLICANT ---

Check Type of Use	Gross Floor Area
<input type="checkbox"/> Office (non-medical)	<u>232,882</u>
<input type="checkbox"/> Office (medical/analytical lab)	_____
<input type="checkbox"/> Office (City/State)	_____
<input type="checkbox"/> Large Retail Store	_____
<input type="checkbox"/> Grocery Store	_____
<input type="checkbox"/> Restaurant (full service)	<u>4,812</u>
<input type="checkbox"/> Restaurant (limited service)	_____
<input type="checkbox"/> Gasoline Station w/ Car Wash	_____
<input type="checkbox"/> Gasoline Station w/o Car Wash	_____
<input type="checkbox"/> Car Wash (full service/conveyor)	_____
<input type="checkbox"/> Car Wash (self-service/manual)	_____
<input type="checkbox"/> Wholesale, Warehousing	<u>87,806</u>
<input type="checkbox"/> Industrial, Manufacturing	<u>12,000 SF</u>
<input type="checkbox"/> Church w/ day care or school	_____
<input type="checkbox"/> Church w/o day care or school	<u>12,500</u>
<input type="checkbox"/> Lodging (Hotel/full service) No. of rooms _____	_____
<input type="checkbox"/> Lodging (Motel/limited service) No. of rooms _____	_____
<input type="checkbox"/> School, Elementary	_____
<input type="checkbox"/> School, Middle or Junior High	_____
<input type="checkbox"/> School, Senior High	_____
<input type="checkbox"/> Other (not listed above) Please attach water demand calculations and assumptions used	_____

--- COMPLETED BY STAFF ---

Water Use Factors	Annual Water Demand
-------------------	---------------------

(0.70 afy per 10,000 s.f.)	_____
(0.72 afy per 10,000 s.f.)	_____
(0.58 afy per 10,000 s.f.)	_____
(0.45 afy per 10,000 s.f.)	_____
(1.27 afy per 10,000 s.f.)	_____
(.02 afy per Seat)	_____
(1.63 afy per Site)	_____
(6.56 afy per Site)	_____
(0.88 afy per Site)	_____
(5.66 afy per Site)	_____
(0.94 afy per Wash Bay)	_____
(0.4 afy per 10,000 s.f.)	_____
(applicant estimate of water use)	_____
(1.3 afy per Site)	_____
(0.6 afy per Site)	_____
(.13 afy per room)	_____
(.09 afy per room)	_____
(0.8 afy per 100 students)	_____
(3.2 afy per 100 students)	_____
(2.7 afy per 100 students)	_____
(with attachment)	_____

*TO BE DETERMINED
FROM WATER USAGE
USING INDIVIDUAL
WATER METERS.*

Total Floor Area 350,000

Total Commercial Water Demand ≈ 14.0 AFY
 Total Residential Water Demand _____ AFY

TOTAL PROJECT WATER DEMAND _____ AFY

<p><u>TURQUOISE TRAIL BUSINESS</u> OWNER: <u>PARK LOT OWNERS ASSOCIATION</u> Mailing Address: <u>5 BISBEE COURT, Suite 101</u> <u>SANTA FE, NM 87508</u> Phone Number: <u>505-982-5579</u> Mobile Number: _____</p>	<p>*Only If Applicable AGENT: <u>SAYRE ENGINEERING</u> Title: <u>DOUGLAS, SAYRE</u> Mailing Address: <u>439 W. SAN FRANCISCO ST.</u> <u>SANTA FE, NM 87501</u> Phone Number: <u>505-982-3544</u> Mobile Number: _____</p>
<p>Information Provided By: _____ Check one: Owner _____ Agent <input checked="" type="checkbox"/></p> <p>Signature: <u>[Signature]</u> Date: <u>10/19/15</u></p>	
<p>Technical Evaluation to be Sent to: Check one: Owner <input checked="" type="checkbox"/> Agent <input checked="" type="checkbox"/></p>	

COMMENTS: _____

APPLICANTS, PLEASE NOTE:

- Ordinance 2008-53, prohibits new connections outside the Presumptive City limits unless specific conditions are met. Applications for service outside the Presumptive City limits must include documentation showing these conditions are met or the application will be rejected.

For applications from outside the presumptive city limits, please provide the following:

- A copy of the recorded plat for the property to be developed;
- Cover letter stating which Section of Ordinance 2008-53 is applicable;
- A map of the proposed project in relation to the existing City limits;
- A detailed description of the proposed development including the type and size of proposed land uses;
- The health, safety, public welfare or other legal reason for the connection;
- Documentation from the County of Santa Fe that county sewer service is not available; and

SOMMER, KARNES & ASSOCIATES, LLP

Mailing Address

Post Office Box 2476
Santa Fe, New Mexico 87504-2476

Street Address

200 West Marcy Street, Suite 139
Santa Fe, New Mexico 87501

Telephone: (505) 989.3800
Facsimile: (505) 982.1745

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mld@sommer-assoc.com

James R. Hawley, Attorney at Law
jrh@sommer-assoc.com

Of Counsel
Licensed in New Mexico and California

November 9, 2015

Robert George
Santa Fe County Utilities Department
PO Box 276
Santa Fe, NM 87507

Re: Turquoise Trail Business Park Connection to Turquoise Trail Master Association sewer system

Dear Mr. George:

This letter follows up on your email dated Tuesday November 3 requesting additional information about the involved lots within the Turquoise Trail Business Park (TTBP), the End of the Trail Condominium (ETC) and the Industrial Part at Rancho Viejo (IPRV).

The TTBP has 20 lots, all of which have been built out except for Lot A-1 (3 Bisbee Court) at the northwest corner of the intersection of Bisbee Court and Rancho Viejo Boulevard. The ETC has 11 condominium units and is fully built out. The IPRV has 12 lots. Eight have been developed and four remain vacant (Lots 1, 3, 11 and 12).

Land uses within all 3 business parks are governed by the provisions of the Community College District Ordinance (Ord. 2000-03, as amended) for employment centers. The Land Use Table for the CCD is attached.

Also, Doug Sayre will be submitting to you under separate cover information that he has gathered regarding water use within the three business parks.

Finally, please let me know whether a development plan application needs to be submitted to the County Land Use Department for the sewer system improvements.

I hope this information is responsive to your needs. Please let me know if you have any questions.

Sincerely,



Joseph M. Karnes



City of Santa Fe, New Mexico

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

Javier M. Gonzales, Mayor

Councilors:

Signe I. Lindell, Mayor Pro Tem, Dist. 1
Renee Villarreal, Dist. 1
Peter N. Ives, Dist. 2
Joseph M. Maestas, Dist. 2
Carmichael A. Dominguez, Dist. 3
Chris Rivera, Dist. 3
Ronald S. Trujillo, Dist. 4
Mike Harris, Dist. 4

August 6, 2016

David Gurule
Vegas Verdes, LLC
PO Box 909
Santa Fe, NM 87504-0909

Dear Mr. Gurule,

The Turquoise Trail Business Park Association development is currently served with water by the County water system. There are no impacts to the City water system from the existing development.

Please let me know if you have any questions or require additional information.

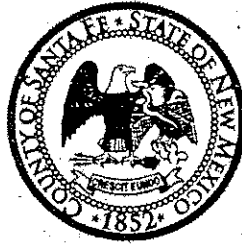
Sincerely,

Nick Schiavo
Public Utilities 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 23, 2016

TO: Board of County Commissioners

FROM: Michael Kelley, Public Works Department Director

VIA: Katherine Miller, County Manager

ITEM AND ISSUE: BCC Meeting December 13, 2016

A Water Line Extension and Water Delivery Agreement Between RCS- Turquoise Trail South I, LLC and Santa Fe County For a County Utility Line Extension and Service Agreement (Utilities Division/Sandra Ely)

SUMMARY:

This proposed County Utility Line Extension and Service Agreement between, Turquoise Trail South I, LLC (Developer) and Santa Fe County (County) allows for the design and construction of a water line extension, a wastewater line extension, water service and wastewater discharge for the Turquoise Trail North Subdivision (Development). Upon Board of County Commissioners' acceptance (at a future date), the new infrastructure and associated easements will be dedicated to the County.

BACKGROUND:

The proposed Development consists of 267 single family lots and 23 multi-family units to be constructed in eight phases on 101.49 acres located north of Highway 14 and between Carson Valley Way and Bisbee Court. Phase 1 of the project will have 30 family dwellings.

The total proposed water budget for the Development, including the 20% add-on required by Resolution 2006-57, is 71.73 acre-feet/year (AFY), the allocation for which was approved by Resolution No. 2016-80 A Schedule of New Water Deliveries for the Second Six Months of 2016 and Setting Aside Additional Water for Certain Planned Subdivisions and Other County Purposes. The proposed water budget for Phase 1 including the 20% add-on is 7.56 AFY. Pursuant to Resolutions 2006-2 and 2010-89 and the Sustainable Land Use Development Code, the Developer will not be required to bring water rights for the portion of the development that is affordable housing.

DISCUSSION:

The Developer is proposing to design and construct tie-ins and extensions from the existing water and waste water lines service lines to the point-of-service for each structure in the Development.

The proposed infrastructure improvements, including easements, will be at Developers sole expense and will be designed and constructed to County standards. Upon completion, the Developer will offer to dedicate the improvements and easements to the County. The dedication will not be effective until it is accepted by the Board of County Commissioners.

ACTION REQUESTED:

Approve subject County Utility Line Extension and Service Agreement between, Turquoise Trail South I, LLC and Santa Fe County.

Attachment:

Water Line Extension and Water Delivery Agreement between Santa Fe County and, Turquoise Trail South I. LLC.

COUNTY UTILITY LINE EXTENSION AND SERVICE AGREEMENT,

This Utility Line Extension and Service Agreement ("Agreement") is between Santa Fe County ("County"), a subdivision of the State of New Mexico, and RCS – Turquoise Trail South I, LLC ("Developer"), a Colorado limited liability company whose address is 371 Centennial Parkway, Suite 200, Louisville, Colorado, 80027.

Recitals

A. This Agreement governs the terms and conditions under which the County Utility ("Utility") will make water and wastewater service available to the Turquoise Trail North Subdivision ("Development"). The Development consists of 267 single-family lots and one 23-unit multi-family lot. The Development will occupy 101.49 acres of land within Tract 2A1 and 3A ("Property"), which are identified on the Turquoise Trail Subdivision South Phase, filed in the records of the County Clerk as Instrument No. 1428730. Developer received Conceptual Plan approval from the County Board of County Commissioners ("Board") on _____ to subdivide the Development in eight phases and received preliminary plat approval for the entire Development and final plat approval for Phase 1 (Exhibit A) on the same date.

B. Developer owns the Property and is the Subdivider of the Property within the meaning of the County Sustainable Land Development Code ("SLDC").

C. The total water budget for all eight phases of the Development is 71.73 acre feet per year ("AFY"), which includes 20% as required by Resolution 2006-057, and is hereinafter referred to as the "Development Water Budget." The Development Water Budget is broken out into each phase as follows:

Phase	Water Budget (AFY)
1	7.56
2	7.42
3	8.64
4	18.39
5	8.73
6	7.75
7	8.19
8	5.04

D. Developer has requested water service within the Utility's service area, but in order to serve each lot within the Development, the Utility's existing water distribution and service lines must be extended to each meter box, *i.e.*, the point of service, which will serve the Development's dwellings and other buildings ("Water Line Extension"). In addition, water rights meeting the Utility's requirements and specifications must be provided in an amount equal to the Development Water Budget.

E. Developer has also requested wastewater service from the Utility, but in order to serve the Development, the Utility's existing wastewater collection system must be extended to

the point-of-service for each structure in the Development ("Wastewater Line Extension").

F. Prior to construction of the Water and Wastewater Line Extensions outside the platted subdivision area, sufficient interests in lands owned or controlled by third parties must be acquired in the form of permanent, exclusive, and assignable easements, highway right-of-way permits, or such other interests in land as may be deemed sufficient by the Utility (collectively, "Offsite Utility Easements"). The Offsite Utility Easements together with the public utility easements shown and offered for dedication on the subdivision plat ("Onsite Utility Easements") will grant legal access for the construction, operation, maintenance, and replacement of the Water and Wastewater Line Extensions (collectively, "Utility Easements") in accordance with this Agreement.

G. The Water and Wastewater Line Extensions are collectively referred to in this Agreement as "Utility Improvements." The water and wastewater service infrastructure connected to and extending from the dwellings and other buildings within the Development to points of service are collectively referred to in this Agreement as "Development Improvements."

H. The purpose of this Agreement is to set out the terms and conditions under which Developer shall at its sole expense: (1) provide all Utility Easements; (2) provide water rights to meet the Water Budget; (3) design, construct, install, and test the Utility Improvements and Development Improvements; and (4) offer to dedicate the Utility Easements, water rights, and Utility Improvements to the County, all on a phase-by-phase basis. This Agreement also governs the terms of the County's acceptance of Developer's offers to dedicate.

I. Incorporated into and made a part of this Agreement by reference are the Utility Customer Service Policies ("Utility Policies") adopted by the County, including but not limited to those established by Resolution Nos. 2012-88, 2006-57, 2011-79, and Ordinances 1998-16, 2010-16, and 2014-11, as the same may be amended, superseded, or replaced from time to time; *provided*, however, that in event of a conflict between Sections 1 through 5 of this Agreement and any change in the Utility Policies after execution of this Agreement, this Agreement will prevail; and *provided* further that in the event of a conflict between this Agreement and a requirement under the County Sustainable Land Development Code ("SLDC"), the SLDC shall prevail unless this Agreement imposes a more stringent requirement, in which case this Agreement shall prevail.

AGREEMENT

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

1. Water and Wastewater Line Extensions.

1.1 General. The Utility Improvements and Development Improvements for each phase shall be designed, engineered, constructed, installed, and tested in compliance with this Agreement, the construction plans ("Construction Plans") submitted to the County Land Use Administrator ("Administrator") for approval under the SLDC, and all Utility and other

applicable standards to assure the reliable and safe provision of water and wastewater services to each phase of the Development, which shall operate as stand-alone subdivisions, and the reclamation of all disturbed surface areas to their preconstruction condition, or as required by applicable law. As to the Utility Improvements required under this Agreement, Developer shall obtain the Utility Director's ("Director") written approval of the Construction Plans prior to submitting its final Plans to the Administrator for approval.

1.2 Developer Responsibility and Standards. Developer shall at Developer's sole expense complete all aspects of the Water and Wastewater Line Extensions on a phase-by-phase basis. All Utility and Developer Improvements shall conform to the standards and requirements, as applicable, of the American Water Works Association (AWWA), the New Mexico Standard Specifications for Public Works Construction (NMAPWA 2006 Edition or subsequent revisions), and the Utility. Developer shall be responsible for assuring that the Utility and Developer Improvements are designed, constructed, installed, and tested in compliance with all applicable federal, state, and local laws and codes.

1.3 Water Line Extension Description and Features. The Utility Improvements for the Water Line Extension shall include the following features, which shall be described in or otherwise required by the Construction Plans submitted to the Administrator for approval for each phase:

1.3.1 Points of Connection. It is anticipated that a total of three connections will be required for all phases of the Development—two to the existing 10-inch distribution line located off Highway 14 and one to the 8-inch line located on Bisbee Court. However, if the Director subsequently determines that the connection points shown on the Construction Plans are not sufficient, the Director may require additional points of connection. A Professional Engineer shall certify that the Water Line Extension for each phase has been properly sized and has sufficient connections to provide sufficient fire flow and potable water demands.

1.3.2 Appropriately sized distribution lines.

1.3.3 Service saddles/line taps service lines, meter boxes, and meter setters, as necessary to provide water service to each lot on the Development in accordance with Utility Policies.

1.3.4 Valves, service taps, fire hydrants, flush hydrants, fire service lines and meters, backflow preventers, and such other infrastructure as may be required under applicable Utility Policies to safely and reliably provide and accurately measure the water delivered to each dwelling and other building requiring water service within the Development. Developer may, at the Utility's option, be required to purchase and install any meter greater than 2-inches, which shall meet all Utility specification

1.4 Wastewater Line Extension Description and Features. The Wastewater Line Extension shall include the following features, which shall be described in or otherwise required by the Construction Plans submitted to the Administrator for each phase:

1.4.1 An 8-inch sanitary gravity sewer constructed of SDR 26 PVC piping material in a length sufficient to reach the County's collection system.

1.4.2 Sanitary gravity sewer manholes.

1.4.3 Stub-outs on the 8-inch gravity line manholes as necessary to facilitate connection to the next phase of development.

1.4.4 Connections for each residential sewer line in the Development at the designated points of service.

1.4.5 All other appurtenances deemed necessary by the Director or Project Engineer to safely, efficiently and reliably convey wastewater from the Development to the County's sanitary sewer.

1.4.5 The Developer shall provide wastewater calculations, signed and sealed by a Professional Engineer, that demonstrate that the gravity sewer is sufficiently designed to convey the flow generated by a given phase to the County's Abajo lift station.

1.5 Professional and Personnel Qualifications. The Developer shall assure that the Utility and Development Improvements are designed, constructed, installed, and tested by qualified personnel and, where required by law or applicable professional codes, by New Mexico licensed professionals. A New Mexico licensed professional engineer (or engineers) shall serve as Project Engineer and perform, supervise, or oversee all work, as required by the New Mexico Engineering and Surveying Practices Act, including design, fabrication, construction, installation, and testing of Utility Improvements, and such Project Engineer (or engineers) shall certify and stamp all drawings, plans and specifications. A New Mexico licensed surveyor shall perform or supervise all construction surveying and shall certify all survey plats.

1.6 Oversight and Review. The Project Engineer shall formally submit to the Director for review and approval the designs and project specifications for the Water and Wastewater Line Extensions for each phase. The Director's approval shall not be unreasonably withheld. The Director will provide written comments to the Project Engineer. After any comments have been addressed to the Director's satisfaction, the Director shall indicate his or her approval by signing the final Construction Plans prepared by the Project Engineer in accordance with this Agreement and the SLDC. To ensure that the Utility is fully informed at all stages of the Water and Wastewater Line Extensions for each phase, the Project Engineer shall meet and confer with the Utility on a regular basis.

1.7 Cost Estimate and Financial Guaranty. The Project Engineer shall certify the cost estimate submitted to the Administrator under Section 7.22.3 of the SLDC, which shall include an itemized estimate of the cost of constructing, installing, and testing all Utility Improvements for a given phase, the cost of reclamation, the cost of providing final certified documentation of the as-built conditions of the Utility Improvements, and such other costs as the Director reasonably determines should be included in the estimate. The portion of financial guaranty provided to the Administrator under Section 7.22 of the SLDC that pertains to the Utility

Improvements shall be 100% of the cost estimate approved by the Director plus a 25% contingency. As to the Utility Improvements, the Director may authorize the Project Engineer to exclude from its cost estimate the cost of constructing any portion of the Utility Improvements that has been constructed in accordance with this Agreement and the SLDC before Developer submits its cost estimate to the Administrator.

1.8 Construction.

1.8.1 General. All construction shall be carried out and supervised by a bonded professional contractor who possesses a valid New Mexico Utility Contractor's license.

1.8.2 Commencement. Construction for a given phase of the Development shall not commence until after: (i) the Director has signed off on the final Construction Plans and approved the amount of financial guaranty as to the Utility Improvements; (ii) the project review and inspection fees required under Sections 6.4.3 and 6.4.4 of this Agreement have been paid for the phase; (iii) Developer has acquired any necessary Utility Easements and temporary construction easements; and (iv) Developer has received a development permit from the Administrator and complied with all provisions of the SLDC applicable to commencement of construction.

1.8.3 Inspections. In accordance with Section 5.10.2 of the SLDC, no Utility Improvements shall be buried permanently until they have been inspected and approved by a Utility staff inspector. The Project Engineer shall provide the construction schedule to the Utility and notify the Director of the commencement of construction at the same time Developer notifies the Administrator under Section 5.10.2 of the SLDC.

1.8.4 Change Orders. Changes to the Construction Plans necessitated during construction by unforeseen conditions or other factors may be proposed to the Administrator by either Developer or the Director for consideration in accordance with Section 5.9.4 of the SLDC. However, no change order shall be implemented until it is reviewed and approved, in writing, by the Project Engineer and the Director.

1.8.5 Supervision. The Project Engineer shall supervise all construction.

1.8.6 Testing.

1.8.6.1 General. Prior to issuance of a Certificate of Completion, Developer shall test the Utility Improvements using a certified testing laboratory (where applicable) and test results shall be issued under the seal of the Project Engineer. Tests shall be performed and reported in accordance with applicable standards and using forms approved by the Utility, where applicable, and promptly reported to the Utility. All testing results and video must be reviewed and approved by the Utility. The Utility shall have the right, in its discretion, to require additional testing that it deems reasonably necessary or reasonably advisable based on observed conditions before, during, or after construction. Developer shall be responsible for the cost of all testing, including any required additional testing. The Administrator shall not issue the Certificate of Completion until all discovered defects or other issues are corrected to the

Director's satisfaction.

1.8.6.2 Specific Tests. Developer shall hydro-pressure test all water mains to be dedicated to the County and the portion of any existing lines which were worked on by the Developer as part of this Development, and shall video inspect the gravity sewer main to be dedicated to the County.

1.8.7 Documentation of As-Built Utility Improvements. The Project Engineer shall provide the Director with complete, final, and certified record (as-built) drawings, along with a letter of certification stating that all Utility Improvements have been completed in accordance with the Approved Construction Plans, specifications, and all pre-approved change orders. In addition, the following documentation shall be submitted for the Water and Wastewater Lines Extensions for each phase (as applicable): disinfection results, hydrostatic pressure test results, bacteriological test result, backfill compaction densities, and concrete strength test results. All as-built data shall be provided in hard copy (24" x 36"), and on digital PDF formats, with index and cover map. The as-built copies provided to the Director are in addition to those provided to the Administrator under Sections 5.9.5 and 7.22.11 of the SDLC.

1.8.8 Certificate of Completion; Warranty. Following final completion of all construction, inspection, testing, documentation and the Director's approval of the Utility Improvements for a phase, Developer may request the Administrator to issue a Certificate of Completion to the Project Engineer for that phase. As to the Utility Improvements, Developer shall not be entitled to a release of the financial guaranty from the Administrator until issuance of the Certificate of Completion. Developer may request and the Administrator may issue partial Certificates of Completion after Developer has completed a discrete segment or portion of the Utility Improvements required for a given phase; *provided*, however, that the County will not accept dedication until the Administrator has issued the final Certificate of Completion for all Utility Easements and Improvements required for a given phase.

1.8.9 Developer shall provide contemporaneous copies to the Director of all of its written communications with the Administrator regarding the Utility Improvements.

2. Utility Easements; Recordation.

2.1 General. Developer shall acquire at its sole expense all Utility Easements and temporary construction easements, as may be required for each phase. The Onsite and Offsite Utility Easements shall in totality cover and allow access on, under, over, and upon a continuous 30-foot strip of land ("Easement Area"), generally centered on the water and wastewater lines, for the purpose of operating, maintaining, repairing, and replacing the Utility Improvements in perpetuity. The Director may require or agree to a shorter term or a wider or narrower Easement Area, in writing, based on unique circumstances. All Offsite Utility Easements, except public roadway rights-of-way, are for the exclusive purpose of the Utility Improvements and shall not be used for other purposes, including cable, gas, electric, and fiber optic.

2.2 Recordation. Developer shall at its expense record all Offsite Utility Easements, temporary construction easements, and such other documents, grants, assignments, plats, and

approvals as may be necessary or required under this Agreement or the SLDC.

3. Dedication and Acceptance of Utility Easements and Improvements; Warranties.

3.1 Dedication and Acceptance. Developer shall offer to irrevocably dedicate to the County on a phase-by-phase basis all Utility Easement and Utility Improvements. All Utility Easements shall be dedicated to the County and accepted by the Board in accordance with Section 5.8.4.3 of the SLDC. After the Director's issuance of the final Certification of Completion for a given phase, the Utility Improvements for that phase shall be offered for dedication to the County and accepted by the Board in accordance with the SLDC on forms approved by the County Attorney; *provided*, however, that the Board will not accept any dedication of Utility Improvements until Developer complies with Sections 3.2 and 3.4 below.

3.2 Warranty and Warranty Bond. At the time of dedication, Developer shall warrant to the County that the Utility Improvements shall be and remain free from defects in materials and workmanship for a period of one (1) year after the date of the County accepts the Utility Improvements. To financially guaranty the warranty, Developer shall provide a warranty bond or other financial assurance in a form approved by the County Attorney and in an amount equal to 10% of the cost estimate for construction of the Utility Improvements.

3.3 : End-of-Warranty Inspections; Release of Warranty Bond. Within 90 days prior to expiration of the one-year warranty under Section 3.2 above, Developer shall perform an end-of-warranty inspection of the Utility Improvements and report the results to the Utility. Developer shall perform a video inspection of the gravity wastewater piping and sewer laterals covered by the warranty and such other tests as the Director may reasonably require to assure that the Utility Improvements are free from defects in workmanship and materials. Utility staff must be present during all inspections. The Director may exercise its rights under the warranty bond if Developer fails to correct or repair any discovered defects to the Director's satisfaction within thirty (30) days after discovering the same or within such other time as the parties may mutually agree. The warranty bond shall be released at the end of the warranty period or after the Director provides written notice to Developer stating that all warranty work to cure any discovered defects has been satisfactorily completed, whichever is last.

3.4 Title Warranty. At the time of dedication, Developer shall warrant to the County that all Utility Easements and Improvements to be dedicated to the County are free and clear of any mortgage, lien, or other encumbrance and that Developer is conveying good and marketable title along with sufficient rights, title, and interest to operate, maintain, and replace the Utility Improvements located within the Easements in perpetuity or for such other term as the approved instrument of dedication provides.

4. Water Rights and Water Budget.

4.1 General. As a condition of water service to a phase of development, and subject to the reduction provided under Section 4.5 below for affordable housing, Developer shall provide acceptable and sufficient water rights to the Utility to cover the total approved Water Budget for the phase, in perpetuity. As used in this Agreement, "water rights" include valid

contractual rights entitling Developer to perpetual water service. The Utility shall not accept payment of a water service connection fee or other consideration in lieu of water rights. The water rights to be provided to cover the water budget shall have the following elements:

Source: Surface waters of the Rio Grande.

Amount: A consumptive use in an amount sufficient to cover the Water Budget for each phase up to a total of at least 71.73 acre feet per year (71.73 AFY) for the entire Development.

Priority: Pre-1907.

Point of Diversion: Buckman Direct Diversion ("BDD") or such other point as may be designated by the Utility.

Purpose of Use: Municipal or County Utility purposes.

Place of Use: The service area of the Utility, as the same may be amended from time to time.

Permit Conditions: There shall be no permit conditions that are unacceptable to the Utility, including but not limited to any condition imposing a sunset clause, requiring the future acquisition offset water rights, or otherwise limiting the Utility's right to divert and use water in perpetuity in accordance with the elements identified in this Section.

4.2 Water Budget. The Development Water Budget and the Water Budget for each phase is set out in Recital Paragraph C, which is incorporated into and made a part of this Agreement by reference. The Development Water Budget and Water Budget for each phase shall not be exceeded unless: (a) the Development's increased water use complies with Utility Policies and applicable County ordinances and resolutions; (b) the Utility Director approves the increased water budget in writing; (c) Developer and the County enter into a Water Rights Transfer Agreement under which Developer will provide additional water rights, acceptable to the Utility, in the amount required to cover the Development's increased water use; and (d) this Agreement is amended accordingly.

4.3 Transfer and Dedication. Developer shall acquire, transfer and dedicate the water rights to the County as follows:

4.3.1 Developer shall be responsible for identifying and acquiring appropriate water rights to be transferred and dedicated to the County for each phase. Prior to filing a water rights transfer application with the New Mexico Office of the State Engineer ("OSE") for each phase, Developer shall at Developer's expense provide the County with a legal opinion by a qualified lawyer as to the validity, title, amount, priority, and other elements of the water rights.

4.3.2 Developer shall file and prosecute an application to transfer the water rights to the BDD point of diversion or to such other point as may be designated by the Utility. The

application shall be filed with the OSE and name the County as a co-applicant. Developer shall at Developer's expense file, diligently prosecute and defend the application before the OSE, on appeal, and in any related judicial or administrative proceedings. The County shall cooperate with the Developer in prosecuting the application.

4.3.3 Upon issuance of a permit by the State Engineer that is acceptable to the County, not subject to further appeal, and that meets the requirements of Section 4.1, Developer shall convey the water rights to the County by warranty deed. The Board hereby delegates the authority to accept the grant of water rights to the Utility Director. The warranty deed shall include signature lines for the Director indicating acceptance by the County and for the County Attorney indicating approval as to form. Developer shall convey to the County the water rights for a given phase before the final plat is recorded for that phase. Developer shall also at Developer's expense file a change of ownership in accordance with law showing the County as the sole owner of the water rights.

4.4 Defense and Replacement of Water Rights. In the event a suit, water rights adjudication, or administrative action in which the title, validity or any element of the water rights dedicated to the County under this Agreement are challenged, Developer shall at its expense indemnify the County and defend the title, validity, and elements of the water rights. If the challenge is successful, in whole or in part, Developer shall provide replacement water rights to the Utility as soon as practicable after entry of a final district court judgment or administrative decree, as needed to assure continued compliance with Section 4.1 for as long as the County provides water service to the Development. The Utility may discontinue water service if Developer fails to provide replacement water rights to the Utility within one year from the date of the final judgment or administrative decree; provided, however, that service shall not be discontinued if Developer and the County are co-applicants to transfer replacement water rights for the Development in accordance with Section 4.3.

4.5 Affordable Housing. Developer is required to enter into an Affordable Housing Agreement, or its equivalent, with the County pursuant the County's Affordable Housing Program, as codified in Chapter 13 of the SLDC and the County Affordable Housing Regulations adopted under County Resolution No. 2010-189. Notwithstanding any other provision of this Agreement, in accordance with Section 13.5 of the SLDC, Developer's obligation to provide water rights shall be reduced by a total of 0.24 afy per affordable house to be constructed and sold within the Development under the applicable Affordable Housing Agreement, as the same may be amended from time to time.

4.6 Reduction of Water Budget: Physical.

4.6.1 If Developer does not obtain final plat approval for a phase or does not record the final plat for a phase within the time required under the SLDC, a County development order, or a County development agreement, the Development Water Budget shall automatically be reduced by the Water Budget for that phase and all subsequent phases.

4.6.2 If the Board approves the vacation of a final plat for a phase pursuant to NMSA 1978, Section 47-6-7, the Development Water Budget shall, unless otherwise provided in

the Board's vacation order, automatically be reduced by the Water Budget for that phase and all subsequent phases. Developer may request a refund of water rights transferred to the County in support of the phase for which the final plat is vacated, except to the extent that the Board orders the Utility to provide water service in its vacation order. Upon receiving a request for a refund, the County shall at its option either: (a) convey title to the water rights for the phase back to Developer, in which case Developer shall bear all costs associating with changing the point of diversion, purpose of use, places of use, and any other element of the water rights; or (b) pay Developer the fair market purchase price.

4.6.3 If the Development Water Budget is reduced under Sections 4.6.1 or 4.6.2, the Utility's delivery obligation shall be limited to those prior phases of the Development, if any, for which final plats have been recorded and not subsequently vacated.

5. Developer Improvements.

5.1 Developer's Responsibility. The Developer shall be responsible for all costs associated with constructing the Developer Improvements to the Utility's satisfaction in accordance with all applicable Utility Policies, including the service lines, valves, and any other plumbing needed to connect the meter boxes to each building constructed as part of the Development.

5.2 Cross Contamination. The Developer shall assure that there is no cross-connection between any other source of water, such as a water well, and the service lines within the Development, and shall include backflow devices where appropriate.

5.3 Inspection. Developer shall notify the Utility when the Developer Improvements are being constructed and installed. The Utility shall have the right but not the obligation to inspect the Developer Improvement for compliance with this Agreement.

6. Water Service Scheduling and Application.

6.1 Application. After the Utility Director accepts the Utility Easements, Utility Improvements, and water rights pursuant to Sections 3 and 4.3 above for a given phase, application may be made to the Utility to establish customer accounts for each residence, non-residential building, or other use requiring water service within that phase, as applicable, up to the Water Budget for that phase. The application for customer accounts shall be in a form acceptable to the Utility and shall be in accordance with Utility Policies. All fees required under Section 6.4 below shall be paid before or at the time the application is filed. Applications shall be submitted at least sixty (60) days prior to the date of the requested service.

6.2 Scheduling. Upon receiving a complete application for service pursuant to Section 6.1, including all fees due, delivery of water up to the applied for amount shall be scheduled in accordance with Utility Policies.

6.3 Account Transfer. An initial customer account established under Section 6.1 shall be transferred to the lessee or subsequent owner of the residence or building ("Individual

Customer”) for which Developer established an initial account in accordance with applicable Utility Policies.

6.4 Additional Fees and Charges. For each separate account, Developer or Individual Customers, as applicable, shall pay when due all fees and charges as required under this Agreement and Utility Policies, including the following:

6.4.1 Water Meter Installation Fee. Meter installation fees for water service shall be paid based on the size of the service meter to be installed, in accordance with Utility Policies, at the time of application to establish an initial Developer or future owner account for water service is established. There will be no charge for any water meters installed by Developer per County’s direction.

6.4.2 Standby Fees and Service Charges. After Utility service is available to the Development (i.e.; once the infrastructure is operational and has been accepted by the County), Developer and all Individual Customers shall pay standby fees and service charges (e.g., fire service line charges), as billed and as applicable, in accordance with Utility Policies.

6.4.3 Project Review Fee. Pursuant to Resolution No. 2011-79, Developer shall pay a project review fee to the County equal to 0.5% of the Project Engineer’s cost estimate for a phase submitted at the 100% design stage pursuant to Section 1.7 above. The fee shall be paid to the County within 30 days after the Utility’s approval of the 100% stage completion drawings for the phase.

6.4.4 Project Inspection Fee. Pursuant to Resolution 2006-57, Paragraph XII, Charges and Fees, the Developer shall pay an inspection fee to the County equal to 1.5% of Project Engineer’s cost estimate submitted at the 100% design stage for a phase pursuant to Section 1.7 above. The fee shall be paid to the County prior to the Administrator’s approval of the Construction Plans. A “true up” fee may be required if the actual final construction cost, including change orders, exceed the Project Engineer’s original 100% cost estimate. Prior to acceptance of the Utility Improvements, the Engineer shall submit documentation, in a form acceptable to the County, which establishes the final construction cost.

6.4.5 Wastewater Utility Expansion Charges. Upon being invoiced by the County, the Developer shall pay the County the utility expansion charge (“UEC”) due under City Code for new wastewater collection and treatment services. The County shall be responsible for paying the UEC over to the City. Unless the City imposes a different time, the UEC is payable at the time the site development plan is recorded for each lot.

6.4.6 Sewer Connection Fees. Developer (or an Individual Customer) shall pay a Sewer Service Connection Fee when application for service is made in accordance with Utility Policies.

6.4.7 Sewer Service Charges. After sewer service is available to the Development, Developer and all Individual Customers shall pay Sewer Service Charges as applicable and in accordance with Utility Policies.

6.5 Utility Policies. Following establishment of an initial customer account, Developer and Individual Customers shall be subject to all applicable Utilities Policies, as the same may be amended from time to time.

6.6 Termination.

6.6.1 Automatic Termination. This Agreement shall terminate automatically if the final plat for Phase 1 is not recorded within the time required under the SLDC or the recorded plat for Phase 1 is vacated.

6.6.2 Material Breach. This Agreement may be terminated for an uncured material breach. In the event of an alleged material breach, the non-breaching party shall give the other party written notice of breach, and such other party shall have ninety (90) days thereafter to cure the breach. If the breach is not cured within 90 days, the non-breaching party may terminate this Agreement by providing the other party written notice of termination.

6.6.3 Mutual Agreement. This Agreement may be terminated by a written agreement between the parties.

6.6.4 No Obligation to Provide Service upon Termination. In the event this Agreement terminates for any reason, the Utility shall have no obligation to provide water or sewer service to the Development except to the extent that final plats for phases within the Development have been recorded in compliance with this Agreement and the SLDC and not vacated.

7. Miscellaneous Provisions.

7.1 Water Wells. Developer represents that there are no water wells within the Development and Developer shall not drill any new water well to serve the Development so long as water service from the Utility is available.

7.2 Assignment. This Agreement shall not be assignable except to a subsequent owner of the Development. The Developer shall notify the County within 30 days of any assignment made under this Agreement.

7.3 Amendment. This Agreement may be amended only by a written amendment executed by and between the County and the Developer.

7.4 Indemnity. Developer shall indemnify, defend, and hold the County harmless, including its commissioners, officers, employees, contractors, and agents, from and against any and all loss, attorneys' fees, costs, claims, causes of action, and any and all other liability relating to or arising out of Developer's alleged tortious acts or omissions, including the alleged tortious acts or omissions of Developer's officers, employees, contractors, or agents.

7.5 Insurance. From the commencement of the Water Line and Wastewater Line

Extensions until the term of the warranty under Section 1.8.8 of the Agreement expires, Developer shall maintain a general liability insurance policy that, at a minimum, covers bodily injury and property damage arising out of or relating to the Water Line Extension. The policy shall have a liability limit in the amount of not less than \$1,000,000 per occurrence and name the County as an additional insured. The Developer shall provide proof of such general liability insurance acceptable to the County.

7.6 Survival. The obligations of the Parties under this Agreement that the Parties have expressly agreed shall survive termination of this Agreement, or that, by their nature, would continue beyond termination of this Agreement, shall survive the termination of this Agreement. Without limiting the generality of the foregoing, the Parties intend that the Sections 7.4 and 7.5 shall survive termination of this Agreement. The County's obligation to expend money under this Agreement, if any, are contingent upon sufficient appropriations being made by the Board, and the County is not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure.

7.7 Integration. This Agreement sets out the complete Agreement between the County and Developer regarding the Utility's provision of water and wastewater service to the Development, and all prior agreements and understandings between the County and Developer, whether written or oral, are incorporated into or superseded by this Agreement; *provided*, however, that the Parties do not intend to merge into this Agreement or modify any prior written agreements that may exist between the Parties' predecessors in interest concerning the Development or the Property. Nothing in this Agreement shall be deemed an admission regarding the applicability of any such prior agreements, nor do the Parties waive any defense or interpretation they may have regarding such prior agreements. All such prior agreements speak for themselves.

7.8 Limitation on County Liability. As a political subdivision of the State of New Mexico, any potential liability of the County under this Agreement is limited by state law, including the Batement Act, NMSA 1978, Section 6-6-11, the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-30, the Anti-Donation Clause of the New Mexico Constitution, N.M. Const. article 9, section 14, and NMSA 1978, Section 37-1-23. The County's obligation under this Agreement to make future expenditures of money, if any, shall be absolutely contingent on the Board in its sole discretion appropriating sufficient funds to cover such future expenditures.

7.9 Binding Effect. 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.

7.10 Venue and Applicable Law. In the event of any dispute between the parties regarding this Agreement, the exclusive venue shall be New Mexico State District Court, First Judicial District, Santa Fe County, New Mexico. The law of New Mexico shall apply to this Agreement.

7.11 No Third-Party Beneficiaries. This Agreement may only be relied upon and enforced by the County and the Developer. There are no third-party beneficiaries to this

Agreement.

7.12 Incorporation of Recitals. The Recitals set out above are hereby incorporated into and made a part of this Agreement by reference.

7.13 No Waiver. The Utility's or Developer's failure or delay in exercising any right, power or privilege under this Agreement shall not operate as a waiver; nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof.

7.14 Duplicate Originals. This Agreement shall be executed in duplicate originals.

7.15 Notice. - Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier or by U.S. mail, either first class or certified, return receipt requested, postage prepaid as follow:

To the Utility- Santa Fe County Utility
Office of the Utility Director
424 NM SR 599
Frontage Rd, Santa Fe, New Mexico 87507

To the Developer- RCS – Turquoise Trail South I, LLC
Attn: Brian Mulqueen
371 Centennial Parkway, Suite 200,
Louisville, Colorado, 80027

With a copy to: Design Enginuity
Attn: Oralynn Guerrerortiz
PO Box 2758
Santa Fe NM 87504
oralynn@designenginuity.biz

And a copy to: Joseph Karnes, Attorney
200 W. Marcy Street, Suite 133
Santa Fe NM 87501
josephk@sommer-assoc.com

SANTA FE COUNTY

By: _____
Miguel M. Chavez, Chair
Board of County Commissioners

Date: _____

ATTEST:

Geraldine Salazar
Santa Fe County Clerk

Date: _____

APPROVED AS TO FORM:

Gregory S. Shaffer
Santa Fe County Attorney

Date: _____

APPROVED:

Don D. Moya
Santa Fe County Interim Finance Director

Date: _____

RCS-TURQUOISE TRAIL SOUTH

By: _____
Name: _____
Title: _____

Date: _____

ACKNOWLEDGEMENT

STATE OF NEW MEXICO

COUNTY OF SANTA FE

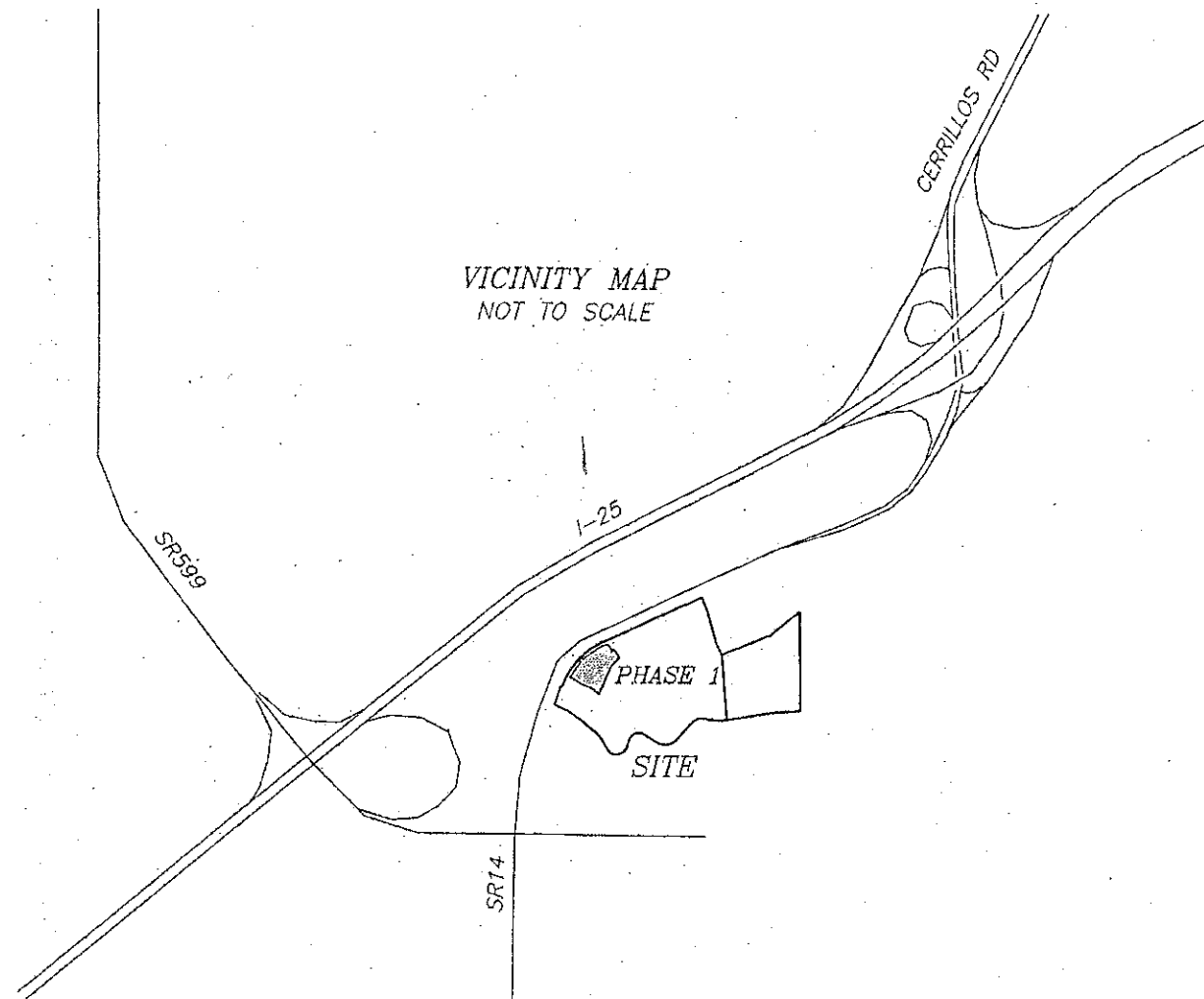
The foregoing Water and Wastewater Line Extension, Water Delivery and Wastewater Discharge Agreement was acknowledged before me on this ____ day of _____ 2016, by _____ (name), as _____ (title) of, RCS – Turquoise Trail South 1, LLC for and on behalf of said corporation.

Notary Public

My commission expires: _____

TURQUOISE TRAIL NORTH SUBDIVISION, PHASE 1

WITHIN SECTIONS 24 & 25, T16N,R8E, NMPM
SANTA FE COUNTY, NM



SPECIAL BUILDING PERMIT CONDITIONS

1. DEVELOPMENT PERMITS FOR BUILDING CONSTRUCTION WILL NOT BE ISSUED UNTIL REQUIRED IMPROVEMENTS FOR ROADS, FIRE PROTECTION AND DRAINAGE ARE COMPLETED AS APPROVED BY STAFF.
2. THE SEWER LINES WITHIN THE DEVELOPMENT CONNECT TO A GRAVITY FLOW SEWER MAIN, A LIFT STATION, AND FORCE MAIN TO THE CITY OF SANTA FE WASTEWATER SYSTEM. THE MAINS, LIFT STATION, AND FORCE MAIN ARE SUBJECT TO THE OBLIGATIONS CONTAINED IN THAT CERTAIN EXHIBIT B TO THE SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE THORNBURG MASTERPLAN AREA RECORDED IN THE OFFICE OF THE COUNTY CLERK ON APRIL 4th, 2006, AS INSTRUMENT No.1427326
3. THESE LOTS ARE SUBJECT TO UTILIZING THE SANTA FE COUNTY WATER SYSTEM.
4. APPLICANT SHALL INSTALL HOT WATER RECIRCULATION PUMPS.

COUNTY OF SANTA FE
STATE OF NEW MEXICO
I hereby certify that this instrument
was filed for record on the _____ day of _____
20____ A.D. at
o'clock _____ and was duly recorded in
book _____ page(s) _____ of the
records of Santa Fe County.

Witness my Hand and Seal of Office
GERALDINE SALAZAR
County Clerk, Santa Fe County, N.M.

PRELIMINARY
Deputy

SANTA FE COUNTY APPROVAL, NOTES AND CONDITIONS

APPROVALS

COUNTY LAND USE ADMINISTRATOR, DATE _____ COUNTY RURAL ADDRESSING, DATE _____
COUNTY DEVELOPMENT PERMIT No. _____

1. MAINTENANCE OF ACCESS ROADS, STREET LIGHTS, STORM DRAINAGE SYSTEM, PONDS, OUTLET WORKS, PARKS, STREET LANDSCAPE NOT FRONTING A LOT, ON SITE TRAILS, UTILITY EASEMENTS AND STREET LIGHT BILLING IS THE RESPONSIBILITY OF THE TURQUOISE TRAIL HOA UNLESS CURRENTLY MAINTAINED BY THE SANTA FE COUNTY PUBLIC WORKS.
2. THE APPROVAL OF THIS PLAT DOES NOT CONSTITUTE THE APPROVAL OF ANY FURTHER DEVELOPMENT, INCLUDING BUILDING PERMITS.
3. LANDS SHOWN HEREON LIE PARTIALLY INSIDE ZONE A AND AE ACCORDING TO THE FEDERAL FLOOD INSURANCE RATE MAP PANEL 35049C0508E DATED DEC. 4, 2012
4. EXISTING NATURAL DRAINAGE WAYS WILL NOT BE MODIFIED OR IMPEDED WITHOUT THE WRITTEN APPROVAL OF THE LAND USE ADMINISTRATOR OR COUNTY HYDROLOGIST. DEVELOPMENT SHALL NOT IMPEDE HISTORIC FLOW RATES OR PATTERNS TO OR FROM THESE LOTS.
5. THESE LOTS ARE SUBJECT TO, SANTA FE COUNTY FIRE AND RESCUE IMPACT FEES AT THE TIME OF APPLICATION FOR BUILDING PERMIT.
6. THE LANDS SHOWN HEREON LIE WITHIN THE PLATTING JURISDICTION OF THE COUNTY OF SANTA FE.
7. SANTA FE COUNTY'S APPROVAL OF THIS PLAT DOES NOT INCLUDE THE CONSTRUCTION OF THE PRIVATE EASEMENTS OR ROADS AS SHOWN. PRIOR TO CONSTRUCTION OF SAID PRIVATE EASEMENTS OR ROADS, IT IS REQUIRED THAT AN ADDITIONAL DEVELOPMENT PERMIT BE APPLIED FOR AND APPROVED BY THE SANTA FE COUNTY LAND USE ADMINISTRATOR.
8. NEW DRIVEWAY/ROAD ACCESS FROM STATE ROAD 14 IS SUBJECT TO REQUIREMENTS OF PERMIT No. _____ BY THE NEW MEXICO DEPARTMENT OF TRANSPORTATION.
9. THE SEWER LINES WITHIN THE DEVELOPMENT CONNECT TO A GRAVITY FLOW SEWER MAIN, A LIFT STATION, AND FORCE MAIN TO THE CITY OF SANTA FE WASTEWATER SYSTEM. THE MAINS, LIFT STATION, AND FORCE MAIN ARE SUBJECT TO THE OBLIGATIONS CONTAINED IN THAT CERTAIN EXHIBIT B TO THE SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE THORNBURG MASTERPLAN AREA RECORDED IN THE OFFICE OF THE COUNTY CLERK ON APRIL 4th, 2006, AS INSTRUMENT No.1427326
11. THE SUBDIVISION DISCLOSURE STATEMENT REGARDING THESE TRACTS IS FILED IN THE OFFICE OF THE COUNTY CLERK AS DOCUMENT No. _____
12. THESE LOTS ARE SUBJECT TO UTILIZING THE SANTA FE COUNTY WATER AND WASTEWATER COLLECTION SYSTEMS. WATER WELLS AND INDIVIDUAL LIQUID WASTE TREATMENT SYSTEMS ARE PROHIBITED ON THESE LOTS.

SURVEYORS CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT IS A TRUE REPRESENTATION OF A SURVEY COMPLETED UNDER MY PERSONAL SUPERVISION ON THE 14th DAY OF JUNE, 2006. TO THE BEST OF MY KNOWLEDGE THE SURVEY AND PLAT ARE CORRECT, TRUE AND MEET THE MINIMUM STANDARDS FOR SURVEYS IN NEW MEXICO. AREAS AND DIMENSIONS SHOWN THAT EXCEED THE PRECISION REQUIRED BY MINIMUM SURVEY STANDARDS ARE FOR THEORETICAL MATHEMATICAL PURPOSES ONLY AND ARE NOT A REPRESENTATION OF INCREASED SURVEY PRECISION.

FILED FOR REVIEW
FILED FOR REVIEW INFORMATION FOR COUNTY CLERK
EDWARD M. TRUJILLO, NMPS/12352

TURQUOISE TRAIL NORTH SUBDIVISION, PHASE 1

A SUBDIVISION OF
TRACTS 2A1 & 3A, BOOK 620, PAGE 26-36;
WITHIN SECTIONS 24 & 25, T16N,R8E, NMPM
SANTA FE COUNTY, NM

PURPOSE: TO CREATE 30 RESIDENTIAL LOTS, ALONG
WITH OPEN SPACES, TRACTS AND ROAD PARCELS.

UPC# 1-048-092-172-462 (TRACT 2A-1)
1-048-092-337-470 (TRACT 3A)

COVER
SHEET 1 OF 5
9A

DAWSON SURVEYS INC.
PROFESSIONAL LAND SURVEYORS
2502 S CAMINO ENTRADA
SANTA FE, N.M. 87507
FILE#981217TN-SUBD DATE:09/02/16

Exhibit A
pg 3 of 7

PUBLIC UTILITY EASEMENTS:

A. PUBLIC SERVICE COMPANY OF NEW MEXICO ("PSNM"), A NEW MEXICO CORPORATION, (PSNM ELECTRIC) FOR INSTALLATION, MAINTENANCE, AND SERVICE OF OVERHEAD AND UNDERGROUND ELECTRICAL LINES, TRANSFORMERS, AND OTHER EQUIPMENT AND RELATED FACILITIES REASONABLY NECESSARY TO PROVIDE ELECTRICAL SERVICES.

B. NEW MEXICO GAS COMPANY, FOR INSTALLATION, MAINTENANCE, AND SERVICE OF NATURAL GAS LINES, VALVES AND OTHER EQUIPMENT AND FACILITIES REASONABLY NECESSARY TO PROVIDE NATURAL GAS.

C. [TELEPHONE COMPANY] FOR THE INSTALLATION, MAINTENANCE, AND SERVICE OF SUCH LINES, CABLE, AND OTHER RELATED EQUIPMENT AND FACILITIES REASONABLY NECESSARY TO PROVIDE COMMUNICATION SERVICE.

D. [CABLE COMPANY] FOR THE INSTALLATION, MAINTENANCE, AND SERVICE OF SUCH LINES, CABLE, AND OTHER RELATED EQUIPMENT AND FACILITIES REASONABLY NECESSARY TO PROVIDE CABLE SERVICES.

INCLUDED IS THE RIGHT TO BUILD, REBUILD, CONSTRUCT, RECONSTRUCT, LOCATE, RELOCATE, WITHIN THE EASEMENT CHANGE, REMOVE, REPLACE, MODIFY, RENEW, OPERATE AND MAINTAIN FACILITIES FOR THE PURPOSE DESCRIBED ABOVE, TOGETHER WITH FREE ACCESS TO, FROM, AND OVER SAID EASEMENTS, WITH THE RIGHT AND PRIVILEGE OF GOING UPON, OVER AND ACROSS ADJOINING LANDS OF GRANTOR FOR THE PURPOSE SET FORTH HEREIN AND WITH THE RIGHT TO UTILIZE THE RIGHT OF WAY AND EASEMENT TO EXTEND SERVICES TO CUSTOMERS OF GRANTEE, INCLUDING SUFFICIENT WORKING AREA SPACE FOR ELECTRIC TRANSFORMERS, WITH THE RIGHT AND PRIVILEGE TO TRIM AND REMOVE TREES, SHRUBS OR BUSHES WHICH INTERFERE WITH THE PURPOSES SET FORTH HEREIN. NO BUILDING, SIGN, POOL, ABOVEGROUND OR SUBSURFACE, HOT TUB, CONCRETE OR WOOD POOL DECKING, OR OTHER STRUCTURE SHALL BE ERRECTED OR CONSTRUCTED ON SAID EASEMENTS, NOR SHALL ANY WELL BE DRILLED OR OPERATED THEREON. PROPERTY OWNERS SHALL BE SOLELY RESPONSIBLE FOR CORRECTING ANY VIOLATIONS OF NATIONAL ELECTRIC SAFETY CODE BY CONSTRUCTION OF POOLS, DECKING, OR ANY STRUCTURES ADJACENT TO OR NEAR EASEMENTS SHOWN ON THIS PLAT.

EASEMENTS FOR ELECTRICAL TRANSFORMERS/SWITCHGEARS, AS INSTALLED, SHALL EXTEND TEN (10) FEET IN FRONT OF TRANSFORMERS/SWITCHGEAR DOORS AND FIVE (5) FEET ON EACH SIDE.

DISCLAIMER

IN APPROVING THIS PLAT, PUBLIC SERVICE COMPANY OF NEW MEXICO (PSNM) AND NEW MEXICO GAS COMPANY (NMGCO) DID NOT CONDUCT A TITLE SEARCH OF THE PROPERTIES SHOWN HEREON. CONSEQUENTLY, PSNM AND NMGCO DO NOT WAIVE OR RELEASE ANY EASEMENT OR EASEMENT RIGHTS WHICH MAY HAVE BEEN GRANTED BY PRIOR PLAT, REPLAT OR OTHER DOCUMENT AND WHICH ARE NOT SPECIFICALLY DESCRIBED AND SHOWN ON THIS PLAT.

UTILITY COMPANY APPROVALS

PUBLIC SERVICE CO. OF NEW MEXICO _____ DATE _____

NEW MEXICO GAS COMPANY _____ DATE _____

QWEST CORPORATION d/b/a CENTURY LINK QC _____ DATE _____

COMCAST _____ DATE _____

TURQUOISE TRAIL NORTH SUBDIVISION
GROSS AREA 101.50 AC.

TURQUOISE TRAIL NORTH SUBDIVISION, PHASE 1 DATA

PHASE 1, GROSS AREA 5.528 AC.

RESIDENTIAL LOTS, PHASE 1 30 UNITS

OPEN SPACE TRACTS, PHASE 1

NEIGHBORHOOD PARKS	TRACTS FF	0.304 AC.
NATIVE OPEN SPACE	TRACT 3A	26.68 AC.
TOTAL OPEN SPACE		26.984 AC.

TURQUOISE TRAIL NORTH SUBDIVISION, PHASE 1

ALL PHASE 1 ROADWAYS ARE FOR PUBLIC USE

ROADWAYS - TRACTS LL 1.574 AC.

COUNTY APPROVAL

APPROVED BY THE BOARD OF COUNTY COMMISSIONERS, OF SANTA FE COUNTY AT THEIR MEETING OF _____, 2016.

CHAIRMAN _____

ATTESTED BY _____ COUNTY CLERK

APPROVAL

APPROVED BY THE SANTA FE COUNTY PLANNING COMMISSION AT THEIR MEETING OF _____

CHAIRMAN _____

APPROVED BY:

SANTA FE COUNTY LAND USE ADMINISTRATOR _____ DATE _____

SANTA FE COUNTY FIRE MARSHALL _____ DATE _____

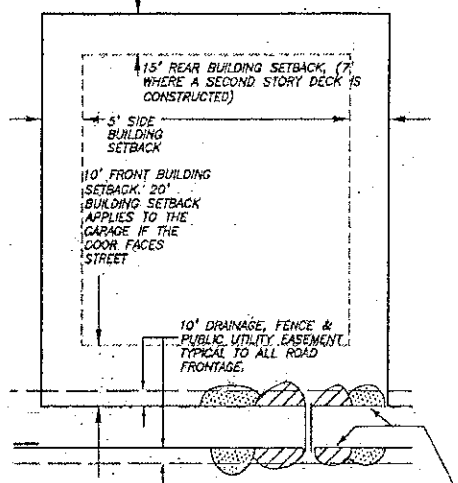
SANTA FE COUNTY PUBLIC WORKS _____ DATE _____

SANTA FE COUNTY UTILITY DIVISION DIRECTOR _____ DATE _____

SANTA FE COUNTY TREASURER _____ DATE _____

SANTA FE COUNTY ADDRESSING _____ DATE _____

TYPICAL EASEMENT DETAILS



SETBACKS

FRONT SETBACK: 10' MINIMUM TO RESIDENCE, EXCEPT 20' MINIMUM TO GARAGE DOOR;

REAR SETBACK: 15' MINIMUM

SIDE SETBACK: 5' MINIMUM UNLESS ZERO LOT LINE PROVISIONS HAVE BEEN ADDRESSED INCLUDING MAINTENANCE EASEMENTS ON BOTH SIDES OF THE PROPERTY LINE AND ALL FIRE MARSHAL REQUIREMENTS HAVE BEEN MET.

NOTES:

1. COMMON AREA LANDSCAPING WILL UTILIZE DRIP/SPRINKLER IRRIGATION SYSTEM.
2. SIDEWALKS IN THE PROJECT WILL BE 4 FOOT WIDE EXCEPT ALONG VISTA CHAMISA THE SIDEWALKS WILL BE 5 FOOT WIDE.
3. CENTRALIZED STORM WATER MANAGEMENT DETENTION PONDS ARE LOCATED WITHIN THE OPENSAPCE. NO INDIVIDUAL LOT PONDS ARE REQUIRED.
4. TWO MONUMENT SIGNS ARE LOCATED AS SHOWN ON THIS DEVELOPMENT PLAN. FINAL DESIGN TO BE SUBMITTED TO STAFF FOR CONFORMANCE WITH CODE REQUIREMENTS.
5. THE LOCAL TRAIL IS 5' WIDE WITH 4" OF CRUSHER FINES.

GENERAL NOTES

1. THIS PLAT IS SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, ASSESSMENTS, CHARGES, SERVITUDE, LIENS, RESERVATIONS AND EASEMENTS FOR PROPERTY RECORDS OF SANTA FE COUNTY (THE "CC&R'S") AS AMENDED, AND THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THE REAL PROPERTY RECORDS OF SANTA FE COUNTY (THE "VILLAGE CC&R'S") AND THE DESIGN GUIDELINES PROVIDED THEREIN (THE "DESIGN GUIDELINES"). THIS PLAT IS ALSO SUBJECT TO THE COUNTY DISCLOSURE STATEMENT RECORDED IN BOOK _____ PAGE _____ OF THE REAL PROPERTY RECORDS OF SANTA FE COUNTY.
2. THIS PROPERTY LIES PARTIALLY WITHIN:
ZONE "X", "OTHER AREAS" AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
ZONE "X", "OTHER FLOOD AREAS" AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEEVES FROM 1% ANNUAL CHANCE FLOOD.
ZONE "A", "NO BASE FLOOD ELEVATIONS DETERMINED", SPECIAL FLOOD HAZARD AREAS (SFHA) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD.
ZONE "AE", "BASE FLOOD ELEVATIONS DETERMINED", SPECIAL FLOOD HAZARD AREAS (SFHA) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD.
3. ALL EXISTING DRAINAGE CHANNELS WITHIN THESE LOTS ARE TO REMAIN IN THEIR NATURAL STATE EXCEPT FOR CROSSINGS AND FOR DIVERSIONS APPROVED BY SANTA FE COUNTY LAND USE AS SHOWN ON THE PROJECT ENGINEERING PLANS.
4. FURTHER DIVISION OF THESE LOTS IS PROHIBITED, EXCEPT FOR LOT LINE ADJUSTMENTS.
5. THE DRILLING OF WATER WELLS BY THE LOT OWNERS IS PROHIBITED.
6. CENTRALIZED STORM WATER DETENTION HAS BEEN PROVIDED FOR HARD SURFACE IMPROVEMENTS ON THE LOTS AND THE ROADS.
7. A TEMPORARY 20 FOOT WIDE CONSTRUCTION EASEMENT IS HEREBY PROVIDED ON EITHER SIDE OF, AND WHICH SHALL BE CONCURRENT WITH AND OVERLAY EACH OF THE EASEMENTS DESIGNATED AS "UTILITY EASEMENT", "DRAINAGE AND UTILITY EASEMENT", OR ACCESS AND UTILITY EASEMENT AS SHOWN HEREON.
8. SANITARY SEWER HOUSE SERVICE LINES WITHIN THE LOTS SHALL BE THE RESPONSIBILITY OF THE LOT OWNER TO CONSTRUCT AND MAINTAIN. SANTA FE COUNTY RESERVES THE RIGHT TO ACCESS CLEAN OUT LOCATIONS ADJACENT TO THE ROADWAY FRONTAGES AND CLEAN OUTS DESIGNED TO EXTEND BEYOND THE DESIGNATED DRAINAGE AND UTILITY EASEMENTS.
9. NO BUILDING PERMITS WILL BE ISSUED UNTIL DRAINAGE, FIRE PROTECTION, AND ALL WEATHER ROADS HAVE BEEN COMPLETED AS APPROVED BY THE OFFICE OF THE COUNTY FIRE MARSHAL AND THE LAND USE ADMINISTRATOR.
10. THIS PROPERTY IS SUBJECT TO THAT CERTAIN DECLARATION OF COVENANTS AND RESTRICTIONS RECORDED IN THE OFFICE OF THE SANTA FE COUNTY CLERK ON APRIL 14th, 2006, AS INSTRUMENT# 1428730, IN BOOK 620, PAGES 26-36.
11. PUBLIC DRAINAGE EASEMENTS WITHIN THE FLOOD ZONES ON THESE PROPERTIES HAVE BEEN CREATED BY THAT CERTAIN PLAT ENTITLED "TURQUOISE TRAIL SUBDIVISION, NORTH PHASE," RECORDED IN THE RECORDS OF THE SANTA FE COUNTY CLERK ON APRIL 14th, 2006 AS INSTRUMENT# 1428730, IN BOOK 620, PAGES 26-36.

DESCRIPTION

TURQUOISE TRAIL NORTH SUBDIVISION
ALL OF TRACTS 2A1 AND 3A, TURQUOISE TRAIL, SOUTH PHASE, RECORDED IN BOOK 620, PAGES 26-36, WITHIN SECTIONS 24 AND 25, T16N, R8E, N4PM, COUNTY OF SANTA FE, NEW MEXICO, CONTAINING 101.49 ACRES, MORE OR LESS.

REFERENCE DOCUMENTS

AERIAL MAPPING FROM FLIGHT OF FEB. 7th 2000 PERFORMED BY THOMAS R. MAHIN AND ASSOCIATES FROM GROUND CONTROL PROVIDED BY DAWSON SURVEYS INC.

ALL OTHER REFERENCE DOCUMENTS ARE AS SHOWN HEREON

SUBDIVISION PLAT OF TURQUOISE TRAIL, SOUTH PHASE, BOOK 620, PAGES 26-36.

LEGEND:

BEARINGS ARE NEW MEXICO STATE PLAIN, CENTRAL ZONE, DERIVED FROM GPS OBSERVATIONS. DISTANCES ARE GROUND AT 6860' AMSL. GROUND TO GRID SCALE FACTOR = 0.99958

- DENOTES CAPPED REBAR "7014", OR AS SHOWN, FOUND.
- DENOTES REBAR WITH DAWSON SURVEY CAP, OR AS SHOWN SET
- DENOTES BRASS CAP FOUND
- DENOTES PUBLIC ACCESS & UTILITY EASEMENT
- DENOTES PUBLIC UTILITY EASEMENT
- DENOTES UTILITY EASEMENT
- DENOTES DRAINAGE EASEMENT
- DENOTES BOUNDARY OF LANDS DEALT WITH BY THIS PLAT. INFORMATION OUTSIDE THIS BOUNDARY IN BACKGROUND INFORMATION ONLY, NOT VERIFIED FOR ACCURACY AND IS NOT PART OF THIS PLAT.

DEDICATION AND AFFIDAVIT

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED OWNER OF THE TRACTS OF LAND DEPICTED HEREON, LYING WITHIN SANTA FE COUNTY, STATE OF NEW MEXICO, CONTAINING AN AREA OF 101.49 ACRES, MORE OR LESS, HAVE CAUSED SAID TRACTS OF LANDS TO BE SUBDIVIDED AS SHOWN ON THIS PLAT AND THAT SAID SUBDIVISION IS NAMED AND SHALL BE KNOWN AS "TURQUOISE TRAIL NORTH SUBDIVISION." ALL THAT APPEARS ON THIS PLAT IS MADE WITH THE FREE CONSENT, AND IN ACCORDANCE WITH THE DESIRES OF, THE UNDERSIGNED OWNER.

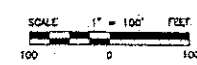
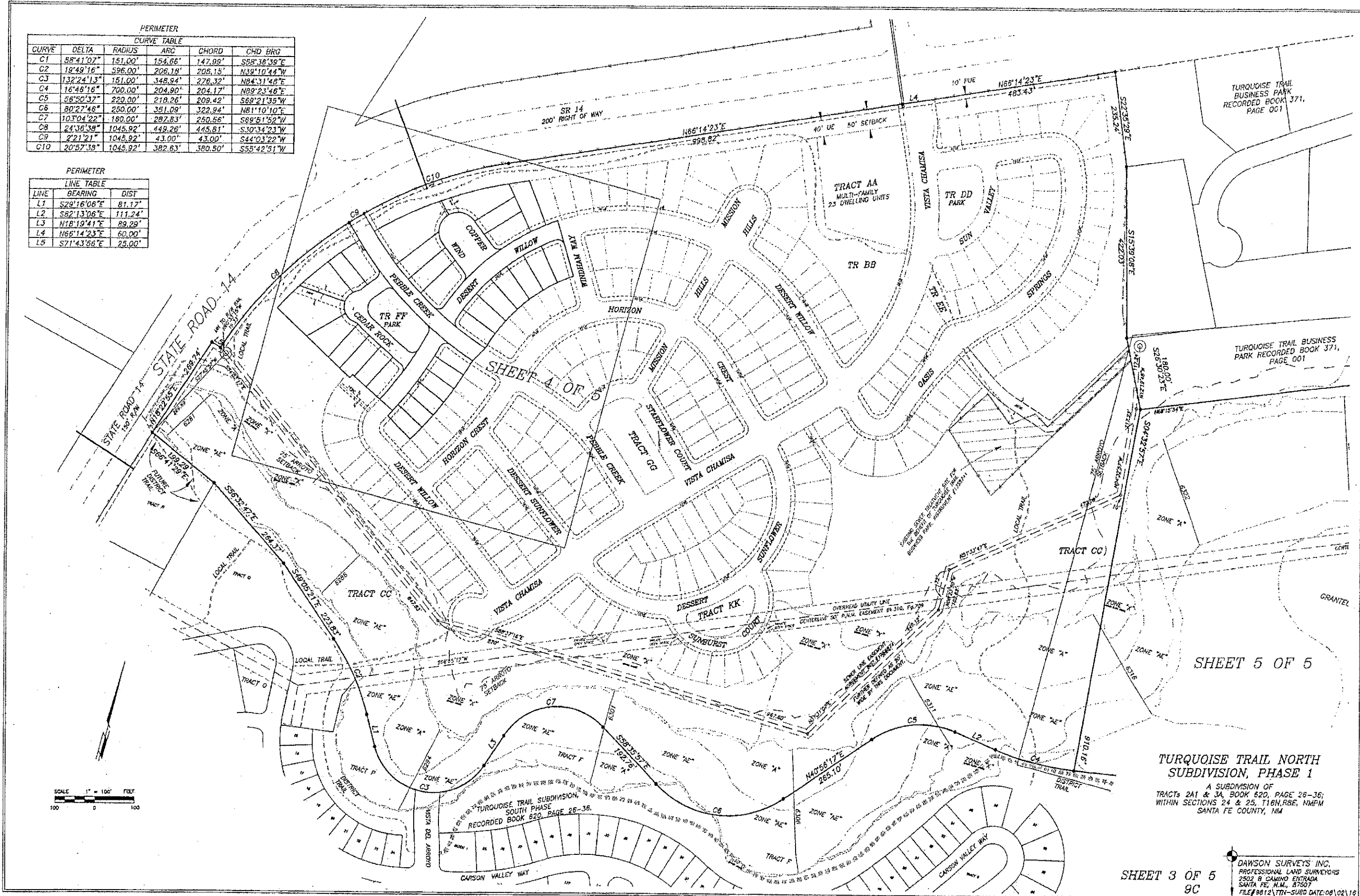
THE UTILITY COMPANIES ARE GRANTED EASEMENTS AS SHOWN HERE ON FOR THE CONSTRUCTION, MAINTENANCE, REPAIR AND OPERATION OF UTILITIES. EASEMENTS ARE HEREBY GRANTED FOR EXISTING UTILITIES. THE EASEMENT FOR INGRESS, EGRESS AND UTILITIES TO FORMER TRACT 3, PLAT BOOK 620, PAGE 020, SANTA FE COUNTY RECORDS ON FEBRUARY 10th, 2003, IS HEREBY EXTINGUISHED AND ABANDONED. TRACT 3A, PLAT BOOK 620, PAGES 026-036 (FORMERLY SAID TRACT 3) IS HEREBY DESIGNATED AS OPEN SPACE.

DRAINAGE EASEMENTS (DE) ARE GRANTED AS SHOWN FOR DRAINAGE STRUCTURES BY THE PURPOSE OF MAINTAINING THE FLOW STORM WATERS. SUCH EASEMENTS ARE THE ADJOINING LOT OWNERS WHOSE SURFACE DRAINAGE FLOWS THROUGH SUCH EASEMENTS AND TO EITHER (A) THE TURQUOISE TRAIL HOMEOWNERS ASSOCIATION (THA) IF IT IS FORMED, OR (B) SUCH OTHER ENTITY THAT OWNS THE COMMON IMPROVEMENTS. MAINTENANCE OF DRAINAGE EASEMENTS SHALL BE THE RESPONSIBILITY OF THE THA OR SUCH OTHER ENTITY THAT OWNS THE COMMON IMPROVEMENTS.

DRAINAGE EASEMENTS FOR FLOOD PLANS ARE HEREBY GRANTED TO SANTA FE COUNTY. TRACTS 2A1, 2A2, 2A3, 2A4, 2A5, 2A6, 2A7, 2A8, 2A9, 2A10, 2A11, 2A12, 2A13, 2A14, 2A15, 2A16, 2A17, 2A18, 2A19, 2A20, 2A21, 2A22, 2A23, 2A24, 2A25, 2A26, 2A27, 2A28, 2A29, 2A30, 2A31, 2A32, 2A33, 2A34, 2A35, 2A36, 2A37, 2A38, 2A39, 2A40, 2A41, 2A42, 2A43, 2A44, 2A45, 2A46, 2A47, 2A48, 2A49, 2A50, 2A51, 2A52, 2A53, 2A54, 2A55, 2A56, 2A57, 2A58, 2A59, 2A60, 2A61, 2A62, 2A63, 2A64, 2A65, 2A66, 2A67, 2A68, 2A69, 2A70, 2A71, 2A72, 2A73, 2A74, 2A75, 2A76, 2A77, 2A78, 2A79, 2A80, 2A81, 2A82, 2A83, 2A84, 2A85, 2A86, 2A87, 2A88, 2A89, 2A90, 2A91, 2A92, 2A93, 2A94, 2A95, 2A96, 2A97, 2A98, 2A99, 2A100, 2A101, 2A102, 2A103, 2A104, 2A105, 2A106, 2A107, 2A108, 2A109, 2A110, 2A111, 2A112, 2A113, 2A114, 2A115, 2A116, 2A117, 2A118, 2A119, 2A120, 2A121, 2A122, 2A123, 2A124, 2A125, 2A126, 2A127, 2A128, 2A129, 2A130, 2A131, 2A132, 2A133, 2A134, 2A135, 2A136, 2A137, 2A138, 2A139, 2A140, 2A141, 2A142, 2A143, 2A144, 2A145, 2A146, 2A147, 2A148, 2A149, 2A150, 2A151, 2A152, 2A153, 2A154, 2A155, 2A156, 2A157, 2A158, 2A159, 2A160, 2A161, 2A162, 2A163, 2A164, 2A165, 2A166, 2A167, 2A168, 2A169, 2A170, 2A171, 2A172, 2A173, 2A174, 2A175, 2A176, 2A177, 2A178, 2A179, 2A180, 2A181, 2A182, 2A183, 2A184, 2A185, 2A186, 2A187, 2A188, 2A189, 2A190, 2A191, 2A192, 2A193, 2A194, 2A195, 2A196, 2A197, 2A198, 2A199, 2A200, 2A201, 2A202, 2A203, 2A204, 2A205, 2A206, 2A207, 2A208, 2A209, 2A210, 2A211, 2A212, 2A213, 2A214, 2A215, 2A216, 2A217, 2A218, 2A219, 2A220, 2A221, 2A222, 2A223, 2A224, 2A225, 2A226, 2A227, 2A228, 2A229, 2A230, 2A231, 2A232, 2A233, 2A234, 2A235, 2A236, 2A237, 2A238, 2A239, 2A240, 2A241, 2A242, 2A243, 2A244, 2A245, 2A246, 2A247, 2A248, 2A249, 2A250, 2A251, 2A252, 2A253, 2A254, 2A255, 2A256, 2A257, 2A258, 2A259, 2A260, 2A261, 2A262, 2A263, 2A264, 2A265, 2A266, 2A267, 2A268, 2A269, 2A270, 2A271, 2A272, 2A273, 2A274, 2A275, 2A276, 2A277, 2A278, 2A279, 2A280, 2A281, 2A282, 2A283, 2A284, 2A285, 2A286, 2A287, 2A288, 2A289, 2A290, 2A291, 2A292, 2A293, 2A294, 2A295, 2A296, 2A297, 2A298, 2A299, 2A300, 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PERIMETER					
CURVE TABLE					
CURVE	DELTA	RADIUS	ARC	CHORD	CHD BRG
C1	58°41'07"	151.00'	154.66'	147.08'	S58°38'39"E
C2	19°49'16"	596.00'	206.18'	206.15'	N39°10'44"W
C3	132°24'13"	151.00'	348.94'	276.32'	N84°31'48"E
C4	16°46'16"	700.00'	204.90'	204.17'	N89°23'46"E
C5	56°50'37"	220.00'	218.26'	209.42'	S68°21'35"W
C6	80°27'46"	250.00'	391.09'	322.94'	N61°10'10"E
C7	103°04'22"	180.00'	287.83'	250.66'	S69°51'52"W
C8	24°36'38"	1045.92'	449.26'	445.81'	S30°34'23"W
C9	2°21'21"	1045.92'	43.00'	43.00'	S44°03'22"W
C10	20°57'38"	1045.92'	382.63'	380.50'	S55°42'51"W

PERIMETER		
LINE TABLE		
LINE	BEARING	DIST
L1	S29°16'06"E	81.17'
L2	S82°13'06"E	111.24'
L3	N18°19'41"E	89.29'
L4	N66°14'23"E	60.00'
L5	S71°43'56"E	25.00'



TURQUOISE TRAIL NORTH SUBDIVISION, PHASE 1

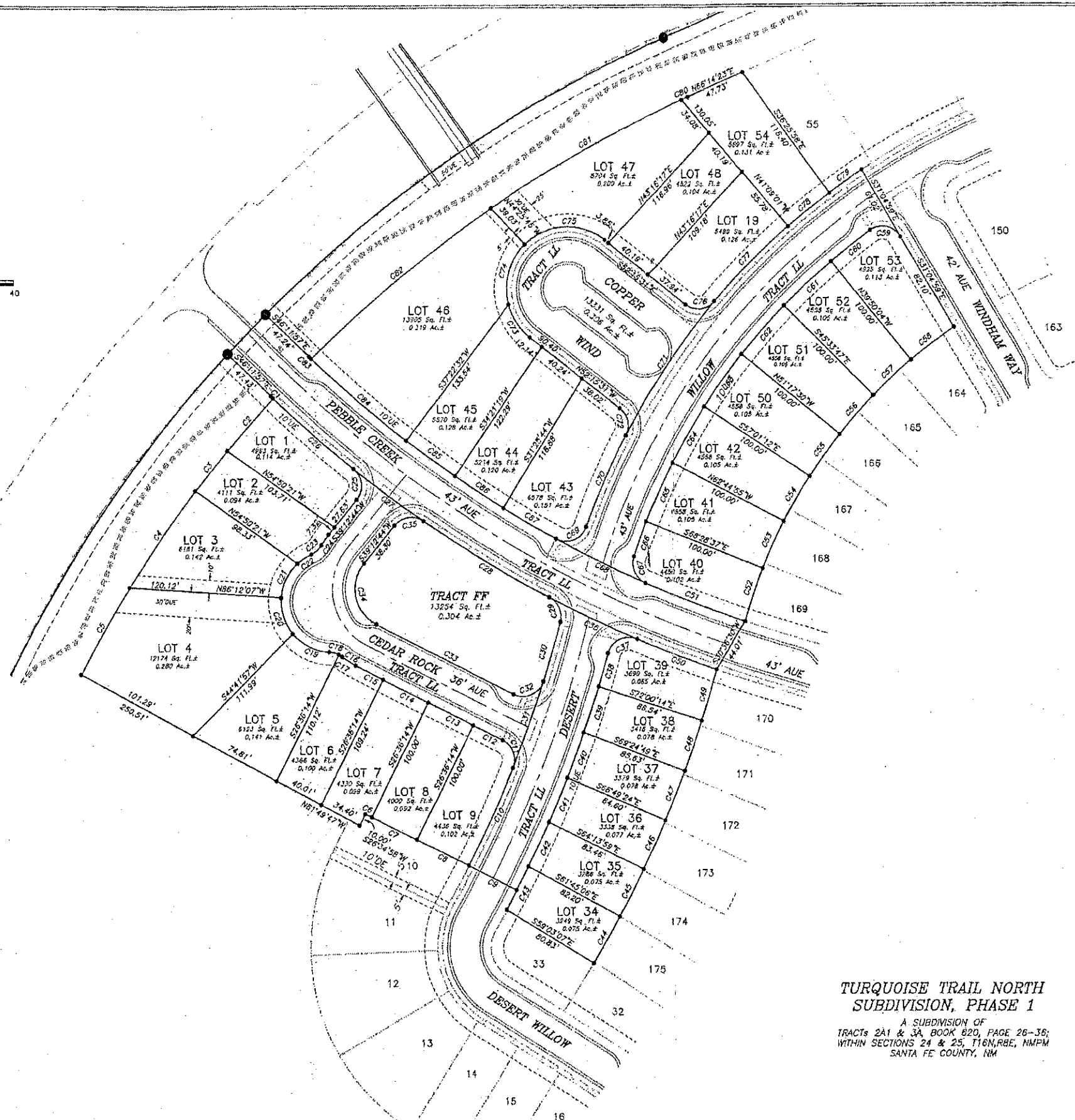
A SUBDIVISION OF TRACTS 2A1 & 3A, BOOK 820, PAGE 28-36; WITHIN SECTIONS 24 & 25, T16N,R8E,NMFM SANTA FE COUNTY, NM

SHEET 3 OF 5
9C

DAWSON SURVEYS, INC.
PROFESSIONAL LAND SURVEYORS
2502 B CAMINO ENTRADA
SANTA FE, N.M., 87507
FILE# 9812\TTH-SUBD.DWG\02\16

Exhibit A
pg 5 of 7

SCALE 1"=40'



**TURQUOISE TRAIL NORTH
SUBDIVISION, PHASE 1**

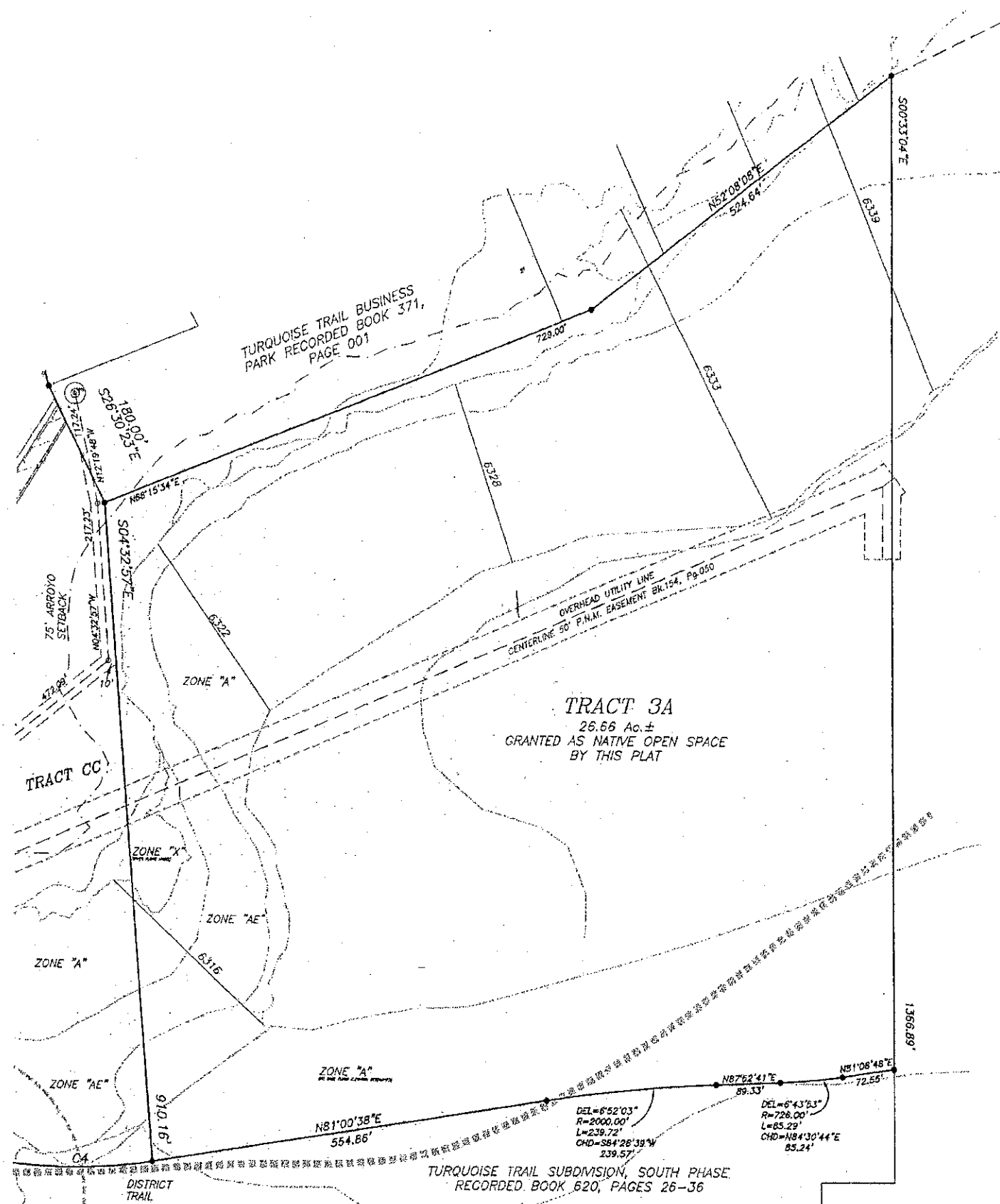
A SUBDIVISION OF
TRACTS 2A1 & 3A, BOOK 820, PAGE 26-36;
WITHIN SECTIONS 24 & 25, T16N, R8E, N1PM
SANTA FE COUNTY, NM

CURVE	DELTA	RADIUS	LENGTH	CHORD	DIST
C1	0°02'19"	848.72	2.57	548'16"38"	2.57
C2	3°09'05"	995.92	54.78	541'15"23"	54.77
C3	2°18'19"	995.92	40.07	538'31'41"	40.07
C4	5°17'09"	995.92	81.88	534'43'52"	81.85
C5	4°30'44"	995.92	78.43	529'50'01"	78.41
C6	0°03'57"	4883.72	5.87	563'19'58"	5.81
C7	0°28'08"	4883.72	40.00	563'36'02"	40.00
C8	0°32'18"	4883.72	43.84	564'05'14"	43.84
C9	0°30'12"	4883.72	43.01	562'33'08"	43.01
C10	5°38'39"	853.93	84.12	524'55'12"	84.08
C11	8°15'42"	17.00	25.59	521'01'36"	23.24
C12	0°18'50"	4783.72	26.20	564'00'04"	26.20
C13	0°18'45"	4783.72	40.00	563'36'12"	40.00
C14	0°18'43"	4783.72	40.00	563'02'32"	40.00
C15	0°17'35"	4783.72	24.48	562'44'22"	24.48
C16	10°40'13"	67.50	12.57	537'15'28"	12.55
C17	9°46'04"	18.00	3.07	555'48'24"	3.06
C18	2°35'13"	18.00	8.04	574'28'02"	7.97
C19	4°26'02"	40.00	33.11	563'33'39"	32.18
C20	4°33'32"	40.00	30.47	518'01'51"	29.74
C21	4°33'32"	40.00	30.47	525'37'09"	29.74
C22	18°36'01"	40.00	12.99	556'44'25"	12.93
C23	35°21'17"	18.00	11.11	548'21'47"	10.93
C24	8°31'36"	67.50	10.05	534'58'56"	10.04
C25	90°39'43"	17.00	26.90	506'02'08"	24.18
C26	5°05'43"	948.72	64.37	548'54'08"	64.34
C27	4°09'32"	948.72	68.86	553'31'45"	68.85
C28	7°02'32"	948.72	116.83	558'07'50"	116.56
C29	26°42'09"	17.00	22.76	524'18'04"	21.10
C30	3°13'58"	853.93	48.18	515'40'00"	48.17
C31	4°48'19"	853.93	71.86	518'41'38"	71.84
C32	98°38'01"	17.00	29.27	586'36'28"	25.79
C33	1°28'26"	4747.72	122.13	563'19'47"	122.13
C34	10°18'18"	31.50	58.97	511'41'25"	48.88
C35	85°10'45"	17.00	25.27	581'48'07"	23.01
C36	4°38'51"	948.72	76.95	564'58'34"	76.93
C37	9°42'56"	17.00	28.99	563'50'33"	25.60
C38	1°43'15"	896.90	26.94	515'50'43"	26.94
C39	2°24'39"	896.90	37.74	517'54'40"	37.74
C40	2°24'50"	896.90	37.78	520'18'24"	37.78
C41	2°25'02"	896.90	37.84	522'44'20"	37.84
C42	2°25'16"	896.90	37.90	525'08'28"	37.89
C43	2°25'32"	896.90	37.97	527'34'32"	37.97
C44	2°36'02"	820.62	41.78	529'58'52"	41.78
C45	2°34'50"	820.62	41.46	527'03'28"	41.46
C46	2°35'25"	820.62	41.82	524'28'19"	41.82
C47	2°35'25"	820.62	41.62	521'52'54"	41.62
C48	2°35'25"	820.62	41.62	519'17'29"	41.62
C49	2°35'25"	820.62	41.62	516'42'04"	41.62
C50	4°07'35"	848.72	68.33	569'21'46"	58.31
C51	5°13'13"	805.72	85.15	569'18'46"	85.12
C52	8°11'17"	405.95	43.84	518'25'44"	43.82
C53	8°43'43"	405.95	40.59	524'23'14"	40.57
C54	8°43'43"	405.95	40.59	530'06'52"	40.57
C55	8°43'43"	405.95	40.59	535'50'39"	40.57
C56	8°43'43"	405.95	40.59	541'34'22"	40.57
C57	8°43'43"	405.95	40.59	547'18'04"	40.57
C58	8°43'43"	405.95	40.59	553'01'50"	40.57
C59	94°18'02"	17.00	27.88	578'14'00"	24.93
C60	4°27'03"	805.95	39.30	552'23'22"	39.28
C61	5°43'43"	805.95	50.59	547'18'04"	50.56
C62	5°43'43"	805.95	50.59	541'34'22"	50.56
C63	5°43'43"	805.95	50.59	535'50'39"	50.56
C64	5°43'43"	805.95	50.59	530'06'52"	50.56
C65	5°43'43"	805.95	50.59	524'23'14"	50.56
C66	3°17'02"	805.95	29.00	519'52'52"	28.99
C67	84°51'32"	17.00	25.18	524'11'25"	22.94
C68	5°00'15"	805.72	79.10	564'07'04"	79.08
C69	99°08'02"	17.00	29.40	568'50'03"	25.87
C70	8°08'28"	548.95	78.00	563'21'16"	77.93
C71	1°31'30"	548.95	126.64	534'02'02"	126.36
C72	79°41'01"	17.00	23.64	518'25'01"	21.78
C73	37°27'56"	48.00	31.39	513'31'34"	30.83
C74	60°21'50"	48.00	50.57	515'23'19"	48.26
C75	82°10'09"	48.00	68.84	585'39'19"	63.09
C76	87°05'55"	17.00	25.84	584'11'32"	23.43
C77	8°36'43"	548.95	82.51	544'56'56"	82.43
C78	4°18'44"	548.95	41.32	531'24'40"	41.31
C79	3°17'48"	548.95	31.59	535'12'56"	31.58
C80	0°19'05"	995.92	5.53	565'59'33"	5.53
C81	9°57'56"	995.92	173.22	580'51'03"	173.01
C82	10°33'42"	995.92	183.58	580'35'13"	183.32
C83	0°10'32"	905.72	2.77	546'17'12"	2.77
C84	8°15'00"	905.72	86.80	549'29'58"	86.75
C85	3°01'12"	905.72	47.74	584'08'04"	47.73
C86	2°55'36"	905.72	46.26	587'06'28"	46.26
C87	3°02'40"	905.72	48.13	580'05'36"	48.12

SHEET 4 OF 5
9D

DAWSON SURVEYS INC.
PROFESSIONAL LAND SURVEYORS
2502 B CAMINO ENTRADA
SANTA FE, N.M., 87507
FILE#9812/TTH-SUBD DATE:08/02/16

Exhibit A
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A SUBDIVISION OF
TRACTS 2A1 & 3A, BOOK 620, PAGE 25-36;
WITHIN SECTIONS 24 & 25, T16N,R8E, NMPM
SANTA FE COUNTY, NM

DAWSON SURVEYS INC.
PROFESSIONAL LAND SURVEYORS
2502 B CAJUNO ENTRADA
SANTA FE, N.M., 87507
FILE#9812\TTN-SUBD DATE: 08\02\16

Exhibit A
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