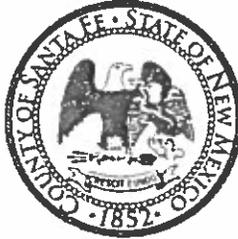


Daniel "Danny" Mayfield
Commissioner, District 1

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: *May 14, 2014*

TO: *Board of County Commissioners*

FROM: *Bill Taylor, Procurement Manager* *BT*

VIA: *Katherine Miller, County Manager* *KM*
Jeff Trujillo, ASD Director
Adam Leigland, Public Works Director

ITEM AND ISSUE: *BCC Meeting May 27, 2014*

REQUEST APPROVAL OF LEASE AGREEMENT NO. 2014-0284-PW/PL BETWEEN SANTA FE COUNTY AND ERIC LUCERO FOR PROPERTY LOCATED AT 89 LA PUEBLA ROAD IN EXCHANGE FOR IN-KIND CARETAKER SERVICES/Bill Taylor-Procurement

BACKGROUND AND SUMMARY

Santa Fe County owns property on 89 La Puebla Road, La Puebla, N.M. The property is the location of the Marcos Trujillo Teen Center which is currently leased by Hands Across Cultures, a non-profit organization dedicated to helping local teens and youth groups. In an effort to ensure that the property is properly maintained, the County would like to contract with Eric Lucero, a County Sheriff, to act as caretaker of the site.

In exchange for locating a manufactured home upon the property and full-time residency, Mr. Lucero shall provide security, trash removal, periodic property inspections and submit monthly Inspection Reports to the Public Works Department.

ACTION REQUESTED

The Public Works Department requests approval of the Lease Agreement No. 2014-0284-PW/PL between Santa Fe County and Eric Lucero for property located at 89 La Puebla Road in exchange for caretaker services.

**SANTA FE COUNTY
LEASE AGREEMENT WITH
ERIC LUCERO**

This Lease Agreement is made and entered into this _____ day of _____ 2014, by and between **Santa Fe County**, a political subdivision of the State of New Mexico herein referred to as the "County" or "Lessor," and **Eric Lucero** herein referred to as the "Lessee".

WHEREAS, the County owns property at County Road 88, #89 La Puebla Road, Espanola, New Mexico, 87532 (the "Property") which is the site of the Marcos P. Trujillo Teen Center in Arroyo Seco;

WHEREAS, the County desires to have a full-time resident at the Property to provide caretaking duties described herein;

WHEREAS, the County is willing to allow Lessee to occupy and use the Property in exchange for Lessee's full time occupation of the home and provision of caretaking services at the Property;

WHEREAS, the Lessee is willing to reside on the Property and perform the required caretaking duties under the terms of this Lease Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County and Lessee agree as follows:

1. Lease of Premises; Residence

The County agrees to allow Lessee to park one manufactured or mobile home ("Home") on a portion of the Property designated by the County ("Premises") in accordance with the conditions set forth in this Agreement.

2. Use of Premises and Property

- A. Lessee's residential occupancy of the Home and Premises is limited to Lessee and Lessee's family, which includes Lessee's spouse or significant other, and any related children;
- B. Lessee shall not keep animals of any kind in the Home or on the Premises without the prior written consent of the County;
- C. The Premises shall be used by the Lessee solely for residential, single family use by placement of the Home on the Premises. Lessee acknowledges and agrees that the County reserves the right to use the non-

Premises portion of the Property for such uses as the County, in its sole discretion, deems appropriate;

- D. The Lessee agrees to pay residential utilities resulting from Lessee's occupation of the Home on the Premises.

3. **Lease Term**

This Lease shall, upon due execution by all parties, become effective on the date written above. The term of this Lease shall be four (4) years from the effective date, unless earlier terminated pursuant to Section 7 (Termination) of this Lease.

4. **Obligations of Lessee**

In consideration for the County allowing Lessee the residential use of the Premises for the Home without the payment of rent, the Lessee agrees to perform the following obligations:

- A. The costs of installation of the Home shall be the solely the responsibility of the Lessee. The Home shall be installed only on the location designated by the County (the Premises), in a manner that meets or exceeds all applicable federal, state and local codes. Within five (5) days of the installation of the Home, the Lessee shall furnish the County proof, acceptable to the County, that the utility hookups and foundation work for the Home comply with all applicable codes.
- B. Within five (5) days of installation of the Home, Lessee shall furnish the County written notification of the Vehicle Identification Number of the Home and the name and address of any entity having a secure interest in the Home.
- C. Lessee shall not make alterations, attach fixtures, erect additions, structures or signs on the Premises or Property without the prior written approval from the County, including any alterations or additions necessary for the installation of the Home. All improvements and alterations shall be completed to the satisfaction of the County and shall, at the termination of this Lease, become the property of the County; provided, however, that the County may, in its sole discretion, require the Lessee, at the Lessee's sole expense, to remove any such improvements or alterations and return the Premises to the condition the Premises were in at the time the Lessee entered into the original Lease Agreement or the most recent date of the County's written approval of any alternations or additions to the Premises, whichever is later.

- D. Lessee shall maintain mobile homeowner's insurance to include personal liability and property damage coverage throughout the term of this Agreement. Prior to occupying the Home on the Premises, Lessee shall provide a copy of said insurance policy to the County and any termination or lapse of Lessee's homeowner's insurance shall constitute a breach of this Agreement.
- E. Lessee shall keep the Premises and Property, including any established trails, paths and roadways, free of debris, weeds, trash and other litter.
- F. Lessee shall neither cause nor permit any hazardous or illegal material to be bought upon, kept or used in the Home, Premises or Property. As used herein, "hazardous materials" means a substance the release of which could necessitate an environmental response action under any federal, state, County or municipal law, whether now in effect or enacted in the future.
- G. Lessee shall not create or allow a nuisance to exist at the Home or on the Premises or Property.
- H. Lessee shall make detailed periodic inspections of the Property, including all structures, grounds and equipment. Lessee shall submit a monthly inspection report to the County describing the condition of the Property.
- I. Lessee shall report to the County any incidents of damage or vandalism on or involving the Premises or the Property as soon as possible, but in no event shall any incident be reported more than twenty-four (24) hours after the time the incident occurs or is discovered. Lessee shall not act as a security guard, law enforcement officer or in any other manner that may endanger the safety of the Lessee.
- J. Neither the Lessee nor any member of Lessee's family shall acquire an ownership interest in the Premises or Property by reason of the Lessee's or Lessee's family's use of the Premises or Property.
- K. Lessee shall be liable for and shall reimburse the County for any damage to the Premises or Property beyond normal wear and tear.
- L. Lessee acknowledges and agrees that, in the event Lessee fails to perform any of its obligations hereunder, the County shall have the right, but not the duty, to perform such obligations, in which event Lessee shall be responsible for reimbursing the County for the cost of performing Lessee's obligations. The County has the right to enter the Premises at reasonable

hours (or in an emergency, at any hour) to inspect, clean or repair the Premises as the County deems necessary.

- M. Lessee agrees to pay all other costs that are not covered under this Lease that result from Lessee's occupation of the Home and use of the Premises.

5. Obligations of the County

In consideration for the Lessee's agreement to lease the Premises from the County, the County agrees to the following:

- A. The County reserves the right, upon reasonable notice, at the County's expense, carry out management activities on the Property and construct improvements on the Property as the County in its discretion deems advisable.
- B. Except in an emergency, the County agrees to notify Lessee at least seven (7) days in advance of any work on the Property involving construction vehicles and to use reasonable efforts to minimize activities that might conflict with or interfere with the Lessee's use of the Premises.
- C. The County shall make periodic inspections of the Property and will provide the Lessee with written reports of any such inspections. If necessary, the reports will identify any issues that need to be addressed by the Lessee to comply with this Agreement.
- D. The County shall provide Lessee with access to the Premises over a route or routes of the County's choosing. The County may change the routes that Lessee may use to access the Premises at any time, for any reason, by giving Lessee written notice of such change.

6. Rent

In lieu of monetary rent, the Lessee agrees to fulfill its responsibilities and obligations under Section 4 (Obligations of Lessee) of this Lease. Lessee shall be responsible for all utilities, telephone, cable, internet or other fees and costs related to Lessee's occupation and maintenance of the Home.

7. Termination

- A. Termination for Cause
Either party may terminate this lease based upon any material breach of this Lease by the other party. The non-breaching party shall give the breaching party written notice of termination specifying the grounds for the termination. The termination shall be effective thirty (30) days from the breaching party's receipt of the notice of termination. Lessee must

vacate the Home within thirty (30) days of receipt of the notice of breach; in such instance, the Lessee must remove the Home from the Premises within sixty (60) days of receipt of the notice of breach. If Lessee fails to timely remove the Home, the County will have the Home removed and such costs of removal and storage of the Home will be the responsibility of the Lessee.

B. Termination for Convenience of the County

The County may, in its sole discretion, terminate this Agreement at any time for any reason by giving Lessee advance written notice of termination. The notice shall specify the effective date of termination, which shall not be less than sixty (60) days from Lessee's receipt of the notice. Within sixty (60) days from Lessee's receipt of the notice of termination, Lessee must remove Home from the Premises. If Lessee fails to timely remove the Home, the County will have the Home removed and such costs of removal and storage will be the responsibility of the Lessee.

C. Termination for Convenience of the Lessee

The Lessee may terminate this Agreement at any time for any reason by giving the County thirty (30) days advance written notice of termination. The notice shall specify the effective date of termination, which shall be not less than thirty (30) days from the County's receipt of the notice. Within thirty (30) days from Lessee's delivery of the notice of termination to the County, Lessee must remove the Home from the Premises. If Lessee fails to timely remove the Home, the County will have the Home removed and such costs of removal and storage of the Home will be the responsibility of the Lessee.

D. County's Liability for Termination of Lease

In no event shall the County be liable to Lessee for any damages allegedly suffered by Lessee as a result of the County's termination of this Lease. If Lessee fails to remove the Home at the termination of this Lease, the County may have the Home removed and such costs of removal and storage of the Home will be the responsibility of the Lessee.

8. **Surrender Upon Termination**

At the expiration of the term of this Lease or upon termination pursuant to Section 7 (Termination) of the Lease, Lessee must remove the Home from the Premises and surrender the Premises to the County in as good a condition as the Property and Premises were in at the time the Lessee entered into the original Lease Agreement, or the most recent date of the County's written approval of any alternations or additions to the Premises, whichever is later, reasonable use and wear excepted. If Lessee fails to remove the Home at the termination of this

Lease, the County may have the Home removed and such costs of removal and storage of the Home will be the responsibility of the Lessee.

9. Indemnity

The Lessee agrees to indemnify and hold the County and its Elected Officials, agents, and employees harmless against any losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses (including, but not limited to, court costs and attorney's fees) resulting from or directly or indirectly arising out of Lessee's lease of the Premises, including, but not limited to, any and all claims for injury or damage to persons or property occurring during the term of this Lease either (i) within the Premises or Lessee's Home or (ii) outside the Premises if due to the Lessee's acts or failures to act, or due to the acts of any animals kept at the Premises by the Lessee in violation of the terms of this Lease.

The County shall have the right to approve any counsel retained by Lessee to defend any demand, suit, or cause of action in which the County is named; such approval shall not be unreasonably withheld. Lessee agrees (i) that the County shall have the right to control and participate in the defense of any such demand, suit or cause of action concerning matters that relate to the County; and (ii) that such suit will not be settled without the County's consent, such consent shall not be unreasonably withheld. If, in the County's judgment, a conflict exists between the interest of the County and Lessee in such demand, suit or cause of action, the County may retain its own counsel, whose fees shall be paid by Lessee. Lessee's obligations under this Section shall not be limited by the provisions of any insurance policy Lessee is required to maintain under this Lease Agreement.

10. New Mexico Tort Claims Act

No provision of this Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by County of its "public employees" at common law or under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, *et seq.*

11. Notice

Any and all notices provided for hereunder shall be in writing and shall be deemed delivered, given and received when (i) personally delivered, or (ii) five (5) days after the same are deposited in the United States mail, postage prepaid, addressed to the applicable party at the address indicated below for such party, or at such other address as may be designated by either party in a written notice to the other party:

To the County: Santa Fe County
 P.O. Box 276
 Santa Fe, N.M. 87504

To the Lessee: Eric Lucero
 County Road 88
 #89 La Puebla Road
 Española, N.M. 87532

12. Captions

Any captions to or headings of the paragraph of this Lease are solely for the convenience of the parties, are not part of this Lease and shall not be used for the interpretation or determination of validity of this Lease or any provision hereof.

13. Severability

In case any one or more of the provisions contained in this Lease or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

14. Applicable Law

This Lease shall be construed, enforced and interpreted in accordance with and governed by the laws of the State of New Mexico. The County and Lessee agree that the exclusive forum for any litigation between them arising out of or related to this Agreement shall be the First Judicial District Court of New Mexico, located in Santa Fe County.

15. No Assignment or Sublet; Abandonment

- A. The Lessee shall not sublet, transfer or assign, in whole or in part, any rights, duties or obligations under this Lease Agreement or in the Premises. The Lessee shall not assign this Lease Agreement or sublet all or any part of the Premises. Any attempted transfer, assignment, or subletting by Lessee shall be null and void.
- B. Upon the execution of this Lease Agreement, the Lessee shall provide the name and address of the Lessee's place of employment, a family member or emergency contact, and a "contact person" as that term is defined at § 47-8-34.2 NMSA 1978, of the Uniform Owner-Resident Relations Act.
- C. Lessee shall provide no less than fifteen (15) days written notice to the Lessor of Lessee's absence from the Home for one full rental period or a period in excess of seven (7) consecutive days, whichever is less. If Lessee fails to notify the Lessor as provided herein, Lessor may consider the Home and Premises abandoned and pursue any remedy available under

the Uniform Owner-Resident Relations Act, § 47-8-1 et seq., NMSA 1978.

16. No Waiver

No waiver of a breach of any of the covenants contained in this Lease shall be construed to be a waiver of any succeeding breach of the same or any other covenant.

17. Amendment

This Lease shall not be altered, changed or amended except by an instrument in writing executed by the parties hereto.

18. Force Majeure

The County shall have no liability to the Lessee, nor shall the Lessee have any claim for constructive eviction, because of the County's failure to perform any of its obligations in the Lease if the failure is due to reasons beyond the County's reasonable control, including without limitation, strikes or other labor difficulties, war, riot, civil insurrection, accidents, acts of God and government preemption in connection with a national emergency.

19. Entire Lease

The foregoing constitutes the entire agreement between the County and the Lessee, represents their entire understanding and defines all of their respective rights, title and interest as well as all of their duties, responsibilities and obligations. Any and all prior agreements and understandings between the parties are merged here.

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

LESSOR SANTA FE COUNTY

Daniel W. Mayfield, Chair
Board of County Commissioners

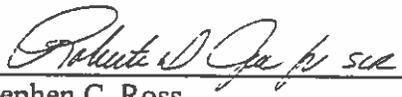
Date

ATTEST

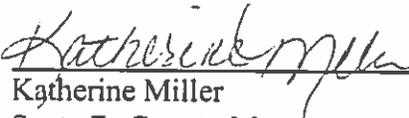
Geraldine Salazar
Santa Fe County Clerk

Date

APPROVED AS TO FORM

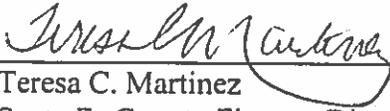

Stephen C. Ross
Santa Fe County Attorney

3/20/14
Date


Katherine Miller
Santa Fe County Manager

3/25/14
Date

FINANCE DEPARTMENT APPROVAL


Teresa C. Martinez
Santa Fe County Finance Director

3/24/14
Date

LESSEE ERIC LUCERO


(Signature)

3/28/14
Date

Eric F. Lucero
(Print Name)

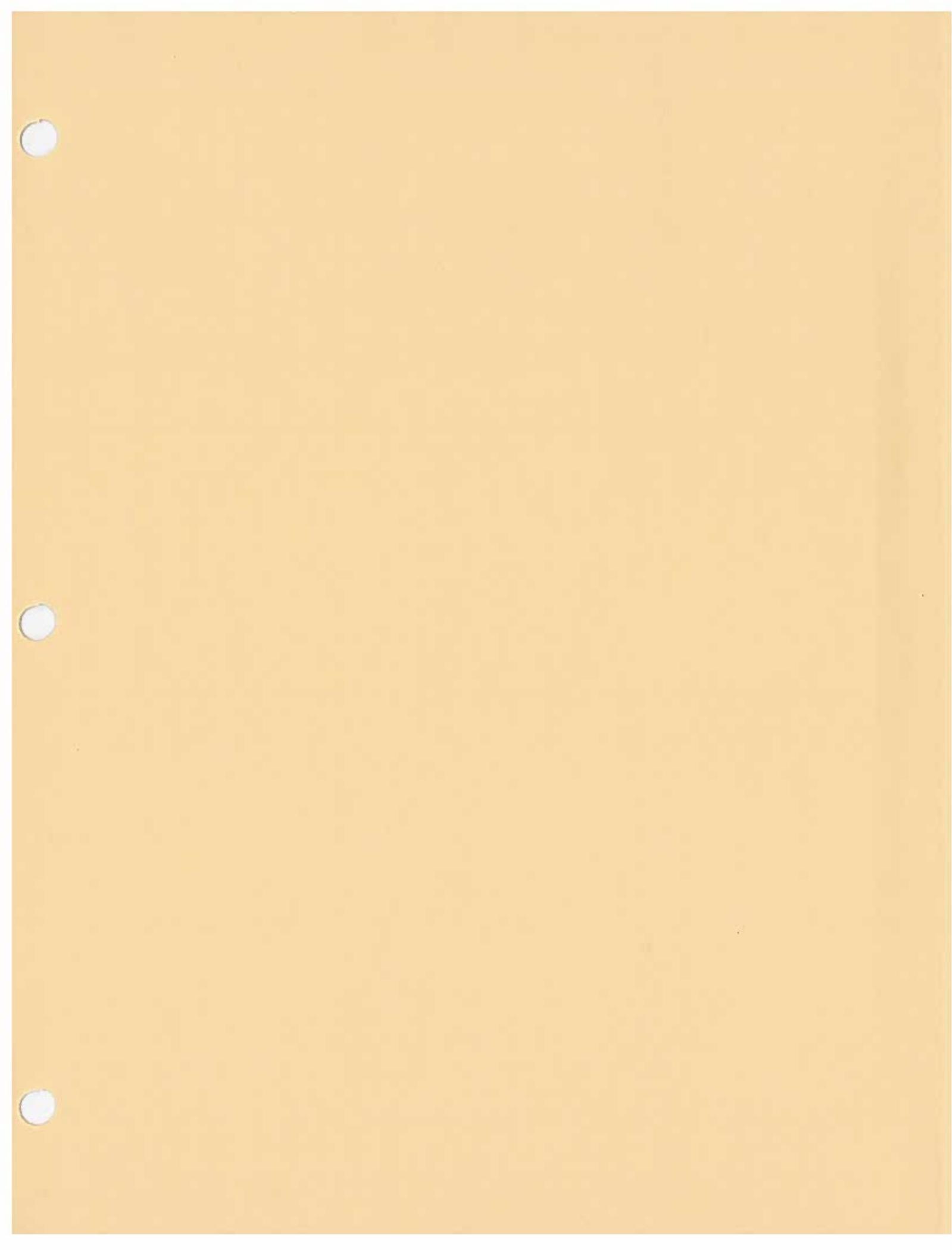
Addendum to Lease Agreement

Name and address of Lessee's place of employment:

Name and address of Lessee's family member or emergency Contact:

Name and address of Lessee's "contact person:"

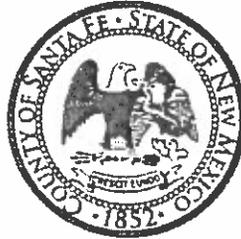
The Uniform Owner-Resident Relations Act, § 47-8-34.2 NMSA 1978 defines "contact person" as the person designated by the resident in writing as the person to contact and release property to in the event of the resident's death.



Daniel "Danny" Mayfield
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: *May 14, 2014*

TO: *Board of County Commissioners*

FROM: *Bill Taylor, Procurement Manager* BT

VIA: *Katherine Miller, County Manager* KM
Jeff Trujillo, ASD Director
Adam Leigland, Public Works Director

ITEM AND ISSUE: *BCC Meeting May 27, 2014*

REQUEST APPROVAL OF LEASE AGREEMENT NO. 2014-0304-PW/PL BETWEEN SANTA FE COUNTY AND JEREMY MARTIN FOR PROPERTY LOCATED AT 14 CALLE DEL PRADO FOR IN-KIND CARETAKER SERVICES/Bill Taylor-Procurement

BACKGROUND AND SUMMARY

Santa Fe County owns property located at 14 Calle Del Prado, Santa Fe, N.M. (off N.M. State Highway 14) which is the site of the Leo Gurule Park. In an effort to ensure that the park is properly maintained, the County would like to contract with Jeremy Martin, a County Sheriff, to act as caretaker of the property.

In exchange for locating a manufactured home upon the site and full-time residency, Mr. Martin shall provide security, trash removal, periodic property inspections and submit monthly Inspection Reports to the Public Works Department.

ACTION REQUESTED

The Public Works Department requests approval of the Lease Agreement No. 2014-0304-PW/PL between Santa Fe County and Jeremy Martin for property located at 14 Calle Del Prado in exchange for caretaker services.

**SANTA FE COUNTY
LEASE AGREEMENT WITH
JEREMY MARTIN**

This Lease Agreement is made and entered into this _____ day of _____ 2014, by and between Santa Fe County, a political subdivision of the State of New Mexico herein referred to as the "County" or "Lessor," and Jeremy Martin herein referred to as the "Lessee".

WHEREAS, the County owns property at 14 Calle Del Prado, Santa Fe, New Mexico, 87508 (the "Property") which is the site of the Leo Gurule Park;

WHEREAS, the County desires to have a full-time resident at the Property to provide caretaking duties described herein;

WHEREAS, the County is willing to allow Lessee to occupy and use the Property in exchange for Lessee's full time occupation of the home and provision of caretaking services at the Property;

WHEREAS, the Lessee is willing to reside on the Property and perform the required caretaking duties under the terms of this Lease Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County and Lessee agree as follows:

1. Lease of Premises; Residence

The County agrees to allow Lessee to park one manufactured or mobile home ("Home") on a portion of the Property designated by the County ("Premises") in accordance with the conditions set forth in this Agreement.

2. Use of Premises and Property

- A. Lessee's residential occupancy of the Home and Premises is limited to Lessee and Lessee's family, which includes Lessee's spouse or significant other, and any related children;
- B. Lessee shall not keep animals of any kind in the Home or on the Premises without the prior written consent of the County;
- C. The Premises shall be used by the Lessee solely for residential, single family use by placement of the Home on the Premises. Lessee acknowledges and agrees that the County reserves the right to use the non-Premises portion of the Property for such uses as the County, in its sole discretion, deems appropriate;

- D. The Lessee agrees to pay residential utilities resulting from Lessee's occupation of the Home on the Premises.

3. **Lease Term**

This Lease shall, upon due execution by all parties, become effective on the date written above. The term of this Lease shall be four (4) years from the effective date, unless earlier terminated pursuant to Section 7 (Termination) of this Lease.

4. **Obligations of Lessee**

In consideration for the County allowing Lessee the residential use of the Premises for the Home without the payment of rent, the Lessee agrees to perform the following obligations:

- A. The costs of installation of the Home shall be the solely the responsibility of the Lessee. The Home shall be installed only on the location designated by the County (the Premises), in a manner that meets or exceeds all applicable federal, state and local codes. Within five (5) days of the installation of the Home, the Lessee shall furnish the County proof, acceptable to the County, that the utility hookups and foundation work for the Home comply with all applicable codes.
- B. Within five (5) days of installation of the Home, Lessee shall furnish the County written notification of the Vehicle Identification Number of the Home and the name and address of any entity having a secure interest in the Home.
- C. Lessee shall not make alterations, attach fixtures, erect additions, structures or signs on the Premises or Property without the prior written approval from the County, including any alterations or additions necessary for the installation of the Home. All improvements and alterations shall be completed to the satisfaction of the County and shall, at the termination of this Lease, become the property of the County; provided, however, that the County may, in its sole discretion, require the Lessee, at the Lessee's sole expense, to remove any such improvements or alterations and return the Premises to the condition the Premises were in at the time the Lessee entered into the original Lease Agreement or the most recent date of the County's written approval of any alternations or additions to the Premises, whichever is later.
- D. Lessee shall maintain mobile homeowner's insurance to include personal liability and property damage coverage throughout the term of this Agreement. Prior to occupying the Home on the Premises, Lessee shall

provide a copy of said insurance policy to the County and any termination or lapse of Lessee's homeowner's insurance shall constitute a breach of this Agreement.

- E. Lessee shall keep the Premises and Property, including any established trails, paths and roadways, free of debris, weeds, trash and other litter.
- F. Lessee shall neither cause nor permit any hazardous or illegal material to be bought upon, kept or used in the Home, Premises or Property. As used herein, "hazardous materials" means a substance the release of which could necessitate an environmental response action under any federal, state, County or municipal law, whether now in effect or enacted in the future.
- G. Lessee shall not create or allow a nuisance to exist at the Home or on the Premises or Property.
- H. Lessee shall make detailed periodic inspections of the Property, including all structures, grounds and equipment. Lessee shall submit a monthly inspection report to the County describing the condition of the Property.
- I. Lessee shall report to the County any incidents of damage or vandalism on or involving the Premises or the Property as soon as possible, but in no event shall any incident be reported more than twenty-four (24) hours after the time the incident occurs or is discovered. Lessee shall not act as a security guard or in any other manner that may endanger the safety of the Lessee.
- J. Neither the Lessee nor any member of Lessee's family shall acquire an ownership interest in the Premises or Property by reason of the Lessee's or Lessee's family's use of the Premises or Property.
- K. Lessee shall be liable for and shall reimburse the County for any damage to the Premises or Property beyond normal wear and tear.
- L. Lessee acknowledges and agrees that, in the event Lessee fails to perform any of its obligations hereunder, the County shall have the right, but not the duty, to perform such obligations, in which event Lessee shall be responsible for reimbursing the County for the cost of performing Lessee's obligations. The County has the right to enter the Premises at reasonable hours (or in an emergency, at any hour) to inspect, clean or repair the Premises as the County deems necessary.

- M. Lessee agrees to pay all other costs that are not covered under this Lease that result from Lessee's occupation of the Home and use of the Premises.

5. Obligations of the County

In consideration for the Lessee's agreement to lease the Premises from the County, the County agrees to the following:

- A. The County reserves the right, upon reasonable notice, at the County's expense, carry out management activities on the Property and construct improvements on the Property as the County in its discretion deems advisable.
- B. Except in an emergency, the County agrees to notify Lessee at least seven (7) days in advance of any work on the Property involving construction vehicles and to use reasonable efforts to minimize activities that might conflict with or interfere with the Lessee's use of the Premises.
- C. The County shall make periodic inspections of the Property and will provide the Lessee with written reports of any such inspections. If necessary, the reports will identify any issues that need to be addressed by the Lessee to comply with this Agreement.
- D. The County shall provide Lessee with access to the Premises over a route or routes of the County's choosing. The County may change the routes that Lessee may use to access the Premises at any time, for any reason, by giving Lessee written notice of such change.

6. Rent

In lieu of monetary rent, the Lessee agrees to fulfill its responsibilities and obligations under Section 4 (Obligations of Lessee) of this Lease. Lessee shall be responsible for all utilities, telephone, cable, internet or other fees and costs related to Lessee's occupation and maintenance of the Home.

7. Termination

- A. Termination for Cause
Either party may terminate this lease based upon any material breach of this Lease by the other party. The non-breaching party shall give the breaching party written notice of termination specifying the grounds for the termination. The termination shall be effective thirty (30) days from the breaching party's receipt of the notice of termination. Lessee must vacate the Home within thirty (30) days of receipt of the notice of breach; in such instance, the Lessee must remove the Home from the Premises within sixty (60) days of receipt of the notice of breach. If Lessee fails to

timely remove the Home, the County will have the Home removed and such costs of removal and storage of the Home will be the responsibility of the Lessee.

B. Termination for Convenience of the County

The County may, in its sole discretion, terminate this Agreement at any time for any reason by giving Lessee advance written notice of termination. The notice shall specify the effective date of termination, which shall not be less than sixty (60) days from Lessee's receipt of the notice. Within sixty (60) days from Lessee's receipt of the notice of termination, Lessee must remove Home from the Premises. If Lessee fails to timely remove the Home, the County will have the Home removed and such costs of removal and storage will be the responsibility of the Lessee.

C. Termination for Convenience of the Lessee

The Lessee may terminate this Agreement at any time for any reason by giving the County thirty (30) days advance written notice of termination. The notice shall specify the effective date of termination, which shall be not less than thirty (30) days from the County's receipt of the notice. Within thirty (30) days from Lessee's delivery of the notice of termination to the County, Lessee must remove the Home from the Premises. If Lessee fails to timely remove the Home, the County will have the Home removed and such costs of removal and storage of the Home will be the responsibility of the Lessee.

D. County's Liability for Termination of Lease

In no event shall the County be liable to Lessee for any damages allegedly suffered by Lessee as a result of the County's termination of this Lease. If Lessee fails to remove the Home at the termination of this Lease, the County may have the Home removed and such costs of removal and storage of the Home will be the responsibility of the Lessee.

8. Surrender Upon Termination

At the expiration of the term of this Lease or upon termination pursuant to Section 7 (Termination) of the Lease, Lessee must remove the Home from the Premises and surrender the Premises to the County in as good a condition as the Property and Premises were in at the time the Lessee entered into the original Lease Agreement, or the most recent date of the County's written approval of any alternations or additions to the Premises, whichever is later, reasonable use and wear excepted. If Lessee fails to remove the Home at the termination of this Lease, the County may have the Home removed and such costs of removal and storage of the Home will be the responsibility of the Lessee.

9. Indemnity

The Lessee agrees to indemnify and hold the County and its Elected Officials, agents, and employees harmless against any losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses (including, but not limited to, court costs and attorney's fees) resulting from or directly or indirectly arising out of Lessee's lease of the Premises, including, but not limited to, any and all claims for injury or damage to persons or property occurring during the term of this Lease either (i) within the Premises or Lessee's Home or (ii) outside the Premises if due to the Lessee's acts or failures to act, or due to the acts of any animals kept at the Premises by the Lessee in violation of the terms of this Lease.

The County shall have the right to approve any counsel retained by Lessee to defend any demand, suit, or cause of action in which the County is named; such approval shall not be unreasonably withheld. Lessee agrees (i) that the County shall have the right to control and participate in the defense of any such demand, suit or cause of action concerning matters that relate to the County; and (ii) that such suit will not be settled without the County's consent, such consent shall not be unreasonably withheld. If, in the County's judgment, a conflict exists between the interest of the County and Lessee in such demand, suit or cause of action, the County may retain its own counsel, whose fees shall be paid by Lessee. Lessee's obligations under this Section shall not be limited by the provisions of any insurance policy Lessee is required to maintain under this Lease Agreement.

10. New Mexico Tort Claims Act

No provision of this Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by County of its "public employees" at common law or under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, *et seq.*

11. Notice

Any and all notices provided for hereunder shall be in writing and shall be deemed delivered, given and received when (i) personally delivered, or (ii) five (5) days after the same are deposited in the United States mail, postage prepaid, addressed to the applicable party at the address indicated below for such party, or at such other address as may be designated by either party in a written notice to the other party:

To the County: Santa Fe County
P.O. Box 276
Santa Fe, N.M. 87504

To the Lessee: Jeremy Martin
14 Calle Del Prado
Santa Fe, N.M. 87508

12. Captions

Any captions to or headings of the paragraph of this Lease are solely for the convenience of the parties, are not part of this Lease and shall not be used for the interpretation or determination of validity of this Lease or any provision hereof.

13. Severability

In case any one or more of the provisions contained in this Lease or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

14. Applicable Law

This Lease shall be construed, enforced and interpreted in accordance with and governed by the laws of the State of New Mexico. The County and Lessee agree that the exclusive forum for any litigation between them arising out of or related to this Agreement shall be the First Judicial District Court of New Mexico, located in Santa Fe County.

15. No Assignment or Sublet; Abandonment

- A. The Lessee shall not sublet, transfer or assign, in whole or in part, any rights, duties or obligations under this Lease Agreement or in the Premises. The Lessee shall not assign this Lease Agreement or sublet all or any part of the Premises. Any attempted transfer, assignment, or subletting by Lessee shall be null and void.
- B. Upon the execution of this Lease Agreement, the Lessee shall provide the name and address of the Lessee's place of employment, a family member or emergency contact, and a "contact person" as that term is defined at § 47-8-34.2 NMSA 1978, of the Uniform Owner-Resident Relations Act.
- C. Lessee shall provide no less than fifteen (15) days written notice to the Lessor of Lessee's absence from the Home for one full rental period or a period in excess of seven (7) consecutive days, whichever is less. If Lessee fails to notify the Lessor as provided herein, Lessor may consider the Home and Premises abandoned and pursue any remedy available under the Uniform Owner-Resident Relations Act, § 47-8-1 et seq., NMSA 1978.

16. No Waiver

No waiver of a breach of any of the covenants contained in this Lease shall be construed to be a waiver of any succeeding breach of the same or any other covenant.

17. Amendment

This Lease shall not be altered, changed or amended except by an instrument in writing executed by the parties hereto.

18. Force Majeure

The County shall have no liability to the Lessee, nor shall the Lessee have any claim for constructive eviction, because of the County's failure to perform any of its obligations in the Lease if the failure is due to reasons beyond the County's reasonable control, including without limitation, strikes or other labor difficulties, war, riot, civil insurrection, accidents, acts of God and government preemption in connection with a national emergency.

19. Entire Lease

The foregoing constitutes the entire agreement between the County and the Lessee, represents their entire understanding and defines all of their respective rights, title and interest as well as all of their duties, responsibilities and obligations. Any and all prior agreements and understandings between the parties are merged here.

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

LESSOR SANTA FE COUNTY

Daniel W. Mayfield, Chair
Board of County Commissioners

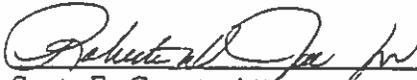
Date

ATTEST

Geraldine Salazar
Santa Fe County Clerk

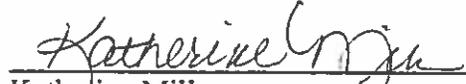
Date

APPROVED AS TO FORM



Santa Fe County Attorney

4/8/14
Date



Katherine Miller
Santa Fe County Manager

4.11.14
Date

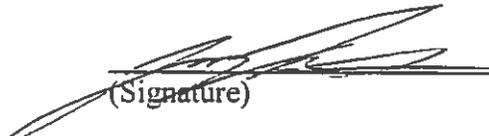
FINANCE DEPARTMENT APPROVAL



Teresa C. Martinez
Santa Fe County Finance Director

4/9/14
Date

LESSEE JEREMY MARTIN



(Signature)

04/14/2014
Date

Jeremy Martin

(Print Name)

Name and address of Lessee's place of employment:

Santa Fe County Sheriff's office
35 Camino Justicia Santa Fe, NM 87508

Name and address of Lessee's family member or emergency Contact:

Sarah N. Martin
14 Calle Del Prado Santa Fe, NM 87508

Name and address of Lessee's "contact person:"

Sarah N. Martin
14 Calle Del Prado Santa Fe, NM 87508

The Uniform Owner-Resident Relations Act, § 47-8-34.2 NMSA 1978 defines "contact person" as the person designated by the resident in writing as the person to contact and release property to in the event of the resident's death.



Daniel "Danny" Mayfield
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: *May 16, 2014*

TO: *Board of County Commissioners*

FROM: *Bill Taylor, Procurement Manager* *BT*

VIA: *Katherine Miller, County Manager* *KM*
Jeff Trujillo, Administrative Services Director
Adam Leigland, Public Works Director

ITEM AND ISSUE: *BCC Meeting May 27, 2014*

RATIFYING THE LEASE AGREEMENT NO. 2013-0276-PW/GG AND APPROVING AMENDMENT NO. 1 TO LEASE AGREEMENT NO. 2013-0276-PW/GG BETWEEN SANTA FE COUNTY AND ANTHONY TAFOYA (Purchasing/BILL TAYLOR)

BACKGROUND AND SUMMARY:

In June 2013, Santa Fe County entered into a lease agreement with Anthony Tafoya for the use of property in Northern Santa Fe County known as "Los Potreros". The property was purchased through the Open Space and Trails Program and has 11.608 acres of irrigated pasture. The lease allows Mr. Tafoya to graze livestock on the property at a rate of \$10.00 per animal unit (AU) per month with a maximum of 10 AUs on the property for the purpose of managing pasture growth as well as preventing overgrazing on the property.

The lease agreement is a one year lease expiring on June 13, 2014 with an option to renew for an additional two years. Mr. Tafoya has agreed to continue to lease the property for the additional two years at the same terms in the original lease agreement.

ACTION REQUESTED:

The original lease agreement was signed by the County Manager. Therefore, the Public Works Department requests ratification of the original lease and approval of Amendment #1 to Lease Agreement 2013-0276-PW/GG between Santa Fe County and Anthony Tafoya for the use of County property known as "Los Potreros".

**RATIFYING LEASE AGREEMENT NO. 2013-0276-PW/GG
AND APPROVING AMENDMENT NO. 1
TO LEASE AGREEMENT NO. 2013-0276-PW/GG**

THIS RATIFICATION AND AMENDMENT NO. 1 is made and entered into as of this ___ day of _____, 2014, by and between **Santa Fe County**, a political subdivision of the State of New Mexico ("County"), and **Anthony Tafoya**, Lessee under Lease Agreement No. 2013-0276-PW/GG.

WHEREAS, on June 13, 2014, the County and Lessee Anthony Tafoya entered into Lease Agreement No. 2013-0278-PW/GG to provide for the lease by Lessee of certain property belonging to the County known as "Los Potreros;"

WHEREAS, according to Section 2.a (General Requirements) and the Amendment provision of the Lease Agreement, the term of the Lease may be extended through an amendment to the Lease Agreement executed by the County and the Lessee;

WHEREAS, County and Lessee desire to enter into this Amendment No. 1 to extend the lease term for two (2) years commencing June 10, 2014 and terminating June 9, 2016; correct certain provisions of the Lease Agreement for clarification; and ratify the County Manager's approval of Lease Agreement No. 2013-0276 dated June 10, 2013.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The County's approval of Lease Agreement No. 2013-0276-PW/GG dated June 10, 2013 and attached hereto as Attachment A is hereby ratified.
2. Lease Agreement No. 2013-0276-PW/GG, Section 2.A, (**General Requirements**), a new subparagraph "(1)" is inserted to read as follows:

(1) By Amendment No. 1 to this Lease Agreement, the term of this Lease is extended for two (2) years commencing June 10, 2014 and shall terminate, unless earlier terminated, June 9, 2016.
3. Section 2. (**General Requirements**) is corrected by re-designating subsection "Amendments." as "C"; No partnership intended. as "D"; and Right of entry. as "E."
4. Section 5 (**Indemnity**), subsection "B" is re-designated as "A" and in Sections 8. (**Independent Entity**), 9. (**Release**), 10. (**Notices**) and 11. (**Integration**) are re-designated as "7", "8", "9" and "10", respectively.
5. All other provisions of Lease Agreement No. 2013-2076-PW/GG not specifically amended by this Amendment No. 1 shall remain in full force and effect.

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

SANTA FE COUNTY BOARD OF COUNTY COMMISSIONERS

Daniel W. Mayfield, Chair
Santa Fe Board of County Commissioners

Date

ATTEST:

Geraldine Salazar
Santa Fe County Clerk

Date

APPROVED AS TO FORM:



Greg Shaffer
Santa Fe County Attorney

5/16/14

Date

APPROVED:

FINANCE DEPARTMENT

Teresa C. Martinez
Santa Fe County Finance Director

Date

Katherine Miller
Santa Fe County Manager

Date

LESSEE ANTHONY TAFOYA

Anthony Tafoya

Date

**LEASE AGREEMENT
BETWEEN SANTA FE COUNTY AND
ANTHONY TAFOYA
FOR LEASE OF LOS POTREROS**

This Lease Agreement is made and entered into on this 10th day of JUNE, 2013 by and between Santa Fe County, a political subdivision of the State of New Mexico, hereinafter referred to as "Lessor" and Anthony Tafoya, whose principal address is 3064 Jemez Road, Santa Fe, New Mexico, hereinafter referred to as the "Lessee."

1. The Property and Maximum Animal Units

- A. The Lessor hereby leases to the Lessee, to occupy and use to graze livestock and maintain the irrigated use of certain real property owned by Santa Fe County, totaling approximately 11.608 acres of irrigated pasture, located in Santa Fe County, New Mexico, T20N, R09E, Sec. 1, NMPM, commonly known as the "Los Potreros," hereinafter referred to as the "Property."
- B. For purposes of this Agreement, an "Animal Unit" or "AU" means one (1) cow and a calf. Upon the Effective Date of this Agreement, Lessee may locate a maximum of ten (10) AUs per month on the Property.

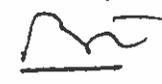
2. General Requirements

- A. Term of Lease Agreement: Commencement of Lease Payment. This Lease Agreement shall be effective date and binding on the parties as of the date of last signature by the parties hereto. The Effective Date for purposes of Lessee's payment of the lease payment is June 15, 2013. The Lease term shall expire one (1) year from the date of last signature by the parties hereto, unless earlier terminated pursuant to subparagraph B below. Lessor has the option of extending the term of this Agreement for two (2) years by providing written notice to the Lessee at least sixty (60) days prior to the expiration date of the initial lease. In no event will the term of this Agreement exceed three (3) years including any extension.
- B. Termination. This Lease Agreement may be terminated by Lessor at anytime upon thirty (30) days written notice from Lessor to Lessee on account of a breach by Lessee of an obligation or any Term or Condition of this Lease as stated in Paragraph 4 below and which is not timely cured to the satisfaction of the Lessor. This Agreement may also be terminated by Lessor at any time and without cause upon thirty (30) days written notice from Lessor to Lessee if Lessor determines in its discretion that it requires the Property for public purposes. In such event an adjustment in any paid

rent shall be made. Lessor's notice shall specify the effective date of the termination which shall not be less than fifteen (15) days from Lessee's receipt of the notice.

- B. Amendments. Amendments or modifications of this Agreement shall be in writing and be signed by both the Lessor and the Lessee.
- C. No partnership intended. This Lease shall not be deemed to be, nor intended to give rise to, a partnership relationship between Lessor and Lessee.
- D. Right of entry. The Lessor, as well as its agents, officials and employees, shall have the right to enter the Property at any reasonable time to consult with the Lessee, assess the status of the Property with respect to pasture quality, and make repairs, improvements, and inspections.

3. Lease Payments

- A. Lessee's lease payment for the Property is based on a calendar month. Lessee's monthly lease payment shall be Ten Dollars (\$10.00) per AU that Lessee maintains on the Property. Upon the Effective Date of this Lease, Lessee shall locate no more than ten (10) AUs on the Property for the purpose of reducing the pasture growth and shall not allow the Property to become overgrazed.
- B. Lessee's initial lease payment shall be prorated daily from ^{Start} ~~May~~ 16 to ^{June} ~~May~~ 31. Lessee's first lease payment shall be due on July 1, 2013 for the period of May 16 to June 30, 2013. Lessee shall maintain up to the maximum number of AUs on the Property for such period of time so as to reduce the pasture to a healthy and sustainable condition but such period shall not exceed eight (8) weeks from May 15, 2013. 
- C. If Lessee removes the AUs from the Property in order to rotate pasture and permit the Property to rest, no monthly lease payment shall be due however Lessee shall continue to make any payments due to the acequia association, if applicable.
- D. Lessee's monthly lease payments shall be due on the first day of each month.

4. Terms and Conditions of Lease Agreement

- A. Lessee duties:
 - 1. Use the Property solely for grazing of AUs.
 - 2. Use the Property in accordance with commonly accepted agricultural practices

which conserve the health and sustainability of the Property and reasonably conserve the value and future use of the Property and prevent all unnecessary waste, loss, or damage to the Property;

3. Do not permit the Property to become overgrazed;
4. Do not exceed the maximum capacity of ten (10) AUs per month;
5. Use the water rights associated with the Property for irrigation of the Property;
6. Pay annual dues to the Los Cuevos acequia association;
7. Provide labor for the annual Spring cleaning and/or maintenance of the acequia or pay the acequia maintenance fees in lieu of providing labor;
8. Make necessary improvements, maintain the fence and water irrigation system associated with Lessee's use of the Property and to maintain the Property;
9. Do not permit trash or debris to accumulate on the Property;
10. Do not use any herbicides or pesticides without the Lessor's prior written approval;
11. Do not use the Property for storage of Lessee's personal equipment or materials without the prior written approval of the Lessor;
12. Timely report to the Lessor any incidents of damage or vandalism to the Property.

- B. Subleasing. Lessee shall not lease or sublet any part of the Property or assign this Lease Agreement to any person or persons without the advance written consent of the Lessor. Any sublease or assignment of this Lease Agreement without the prior written consent of the Lessor shall be null and void and of no effect.
- C. Costs and Expenses. Lessee shall be solely responsible for all operations and all costs associated therewith Lessee's use of the Property for grazing and maintenance of the Property including irrigation.
- D. Lessee's Personal Equipment. Storage of Lessee's equipment shall be at the Lessee's own risk and the Lessor does not warrant any care or security for said equipment nor shall Lessor be responsible for any loss or damage sustained by Lessee.
- E. Waste or Hazardous Materials. Lessee's activities shall not violate any federal, state or local environmental laws governing dumping or disposal of hazardous materials or waste on the Property.
- F. Hunting. Lessee shall have no hunting rights, nor shall Lessee allow any hunting, trapping, or recreational shooting of any type on the Property at any time.
- G. Improvements to the Property. Lessee, at Lessee's expense and with Lessor's prior consent, may make improvements to fences, water or irrigation systems, or other portions of the Property that Lessee deems necessary for the grazing of livestock. Permanent improvements affixed to the Property shall not be removed from the

Property upon termination or expiration of this Lease Agreement. The Lessee may remove such temporary improvements at any time this Agreement is in effect, provided the Lessee leaves in good condition that part of the Property from which such improvements are removed.

- H. No Liens. Lessee shall not take any action that might cause a mechanic's or other lien to be imposed on the Property and agrees to indemnify the Lessor if actions taken by Lessee cause such a lien to be imposed.
- I. Maintaining Property. Lessee shall protect and maintain all irrigation systems, canals, and fences on the Property.

- 1. Illegal Activities. Lessee shall not plant or attempt to produce any illegal crops or engage in any illegal activity on the Property. Lessor reserves the right to disapprove uses that may have a negative effect on the public health or safety or will have a long term negative effects on the Property.

- J. Insurance. Lessee shall furnish the Lessor with a certificate of insurance coverage showing insurance in the amounts specified by Paragraph 7 of this Lease Agreement and shall give immediate notice of any cancellation or termination of the policy. For the term of this Lease Agreement, Lessee agrees that all applicable insurance policies shall name the Lessor as an additional insured and Lessor shall be entitled to receive notice of any cancellation or termination of insurance coverage.

5. Indemnity

- A. ~~The Lessee shall defend, indemnify, and hold harmless the Lessor and its officials, agents, and employees from any losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses (including but not limited to court costs and attorneys' fees) resulting from or directly or indirectly arising out of the Lessee's occupation, activities and use of the Property under this Lease, including but not limited to, the Lessee's breach of any of its obligations under this Lease.~~

- B. The Lessee agrees that the Lessor shall have the right to control and participate in the defense of any such demand, suit, or cause of action concerning matters that relate to the Lessor and that such suit will not be settled without the Lessor's consent, such consent not to be unreasonably withheld. ~~If a conflict exists between the interests of the Lessor and the Lessee in such demand, suit, or cause of action, counsel shall be retained by Lessee to represent the Lessor's interest. In such conflict situation, County shall approve any legal counsel retained by Lessee to represent the County's interest.~~

C. The Lessee's obligations under this section shall not be limited by the provisions of any insurance policy the Lessee is required to maintain under this Lease.

6. **New Mexico Tort Claims Act**

No provision of this Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by the Lessor or its "public employees" at common law or under the New Mexico Tort Claims Act, NMSA 1978, Section 41-1-1, et seq.

7. **Insurance (NOT USED)**

~~A. **General Conditions.** The Lessee shall submit proof of insurance to Lessor required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.~~

~~B. **General Liability Insurance, Including Automobile.** Lessee shall procure and maintain during the term of this Agreement an automobile insurance policy of \$750,000 bodily injury including death, and property damage of \$200,000 for any one occurrence. Said policies of insurance shall include coverage for all use or operations performed by Lessee; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment both on and off the Property under which this Lease is an insured contract.~~

8. **Independent Entity**

The Lessee and its agents and employees are independent entities and are not employees or agents of the Lessor. Accordingly, the Lessee and its agents and employees shall not accrue leave, participate in retirement plans, insurance plans, or liability bonding, use the Lessor's vehicles, or participate in any other benefits afforded to employees of Lessor. Except as may be expressly authorized elsewhere in this Agreement, the Lessee has no authority to bind, represent, or otherwise act on behalf of the Lessor and agrees not to do so.

9. **Release**

Upon the expiration or termination of this Lease, the Lessee releases the Lessor, its Elected Officials, officers, agents and employees from all liabilities, claims, and obligations whatsoever arising from or under or relating to this Lease.

10. Notices

All notices required to be given to the Lessor under this Lease shall be mailed (pre-postage paid) to:

Santa Fe County
County Attorney's Office
PO Box 276
102 Grant Avenue
Santa Fe, NM 87504-0276

All notice required to be given to the Lessee under this Lease shall be mailed (pre-postage paid) to:

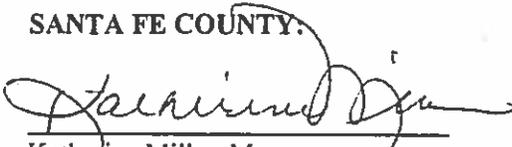
Anthony Tafoya
3064 Jemez Road
Santa Fe, NM 87507

11. Integration

This Lease Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such agreement, covenants and understanding have been merged into this Lease Agreement. No prior or contemporaneous agreement covenant or understanding verbal or otherwise for the parties or their agents shall be valid or enforceable unless embodied in this Lease Agreement.

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

SANTA FE COUNTY:


Katherine Miller, Manager

Date: 6/10/13

Approved as to Form:


Stephen C. Ross
Santa Fe County Attorney

6-11-13
Date

Finance Department Approval:

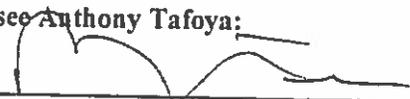


Teresa C. Martinez, Director
Director

6/13/13

Date

Lessee Anthony Tafoya:



(Signature)

6/10/2013

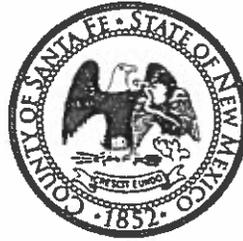
Date



Daniel "Danny" Mayfield
Commissioner, District 1

Miguel M. Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

TO: The Board of County Commissioners

FROM: Katherine Miller, County Manager

RE: Resolution 2014-___ A RESOLUTION IN SUPPORT OF NORTHERN RIO GRANDE NATIONAL HERITAGE AREA AND ACKNOWLEDGING THE COMPLETION OF ITS MANAGEMENT PLAN

DATE: May 27, 2014

Background and History

In 2009, Santa Fe County adopted Resolution 2009-90, a Resolution "In Support of the Northern Rio Grande National Heritage Area", and in 2008/2009 provided the NRGNHA with an initial \$10,000 to support the development and completion of the Management Plan. The Management Plan has now been completed, and accepted by the National Park Service.

Santa Fe County is represented on the NRGNHA Board of Directors by David Griscom, Economic Development Manager.

Summary

The mission of the NRGNHA is closely aligned with several areas of the County's Economic Development Plan, in particular goals and strategies for the Arts/Culture, Outdoor Recreation/Ecotourism, and Agriculture target industries. Adoption of this Resolution will assist the County in implementing parts of the Economic Development Plan.

Fiscal Impact Report (FIR)

This Resolution does not have a fiscal impact. There is a request in the FY15 Economic Development proposed budget for \$20,000 for the NRGNHA to assist the County in linking artists/craftsmen to new markets via a combination of enhanced web presence and local non-profits such as El Museo.

Recommendation

Recommend that the Board of County Commissioners adopt and approve Resolution 2014- ____, A RESOLUTION IN SUPPORT OF NORTHERN RIO GRANDE NATIONAL HERITAGE AREA AND ACKNOWLEDGING THE COMPLETION OF ITS MANAGEMENT PLAN

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

RESOLUTION NO. 2014- _____

**A RESOLUTION IN SUPPORT OF NORTHERN RIO GRANDE NATIONAL
HERITAGE AREA AND ACKNOWLEDGING THE COMPLETION OF ITS
MANAGEMENT PLAN**

INTRODUCED BY COMMISSIONERS MAYFIELD AND STEFANICS

WHEREAS, By enactment of Public Law 109-338 on October 12, 2006, Congress has recognized the combination of cultures, languages, folk arts, customs, architecture, and landscape of Santa Fe, Rio Arriba, and Taos counties and designated this area as the Northern Rio Grande National Heritage Area (Heritage Area);

WHEREAS, Congress designated Northern Rio Grande National Heritage Area, Inc. (NRGNHA) as the management entity responsible for creating a Management Plan that describes how NRGNHA will partner with affected communities, local and tribal governments, and residents within the Heritage Area to accomplish the preservation and interpretation of the resources in the Heritage Area;

WHEREAS, the New Mexico House of Representatives and the New Mexico Senate recognized NRGNHA for its continued contribution to the preservation of New Mexico's cultural heritage, and congratulated it on its commitment to provide assistance and support to the people of Santa Fe, Rio Arriba, and Taos counties; further, the New Mexico House of Representatives encouraged the governing bodies of Santa Fe, Rio Arriba, Taos counties to provide support and participation in the continuing efforts of the NRGNHA;

WHEREAS, Santa Fe County adopted Resolution 2009-90, a Resolution "In Support of the Northern Rio Grande National Heritage Area," and in 2008/2009 provided the NRGNHA with an initial \$10,000 to support the development and completion of the Management Plan;

WHEREAS, the Management Plan was finalized in 2013, and the National Park Service formally approved said Management Plan on January 15, 2014, approving the implementation of a development program under the following goals, and authorizing access to federal funding in pursuit of these strategies:

- **Goal 1:** Enhance understanding and awareness of the heritage area's stories and resources by strengthening community identity, creating opportunities for interpretation and visitor education, and by supporting heritage programs.
- **Goal 2:** Sustain traditions, heritage, and culture by supporting community efforts to maintain traditional life practices, by documenting stories and histories, and by supporting preservation of cultural resources, including local arts, traditions, and celebrations.

- **Goal 3:** Involve youth in the appreciation of and continuation of traditional practices by creating opportunities for hands-on experiential learning, internships, and mentoring.
- **Goal 4:** Create partnerships with non-profit groups, local and Tribal governments, service organizations, educational institutions and others to further the goals of the Heritage Area.
- **Goal 5:** Conserve resources by working with communities and preservation organizations and by supporting efforts to maintain, preserve and restore natural and cultural resources, while also providing opportunities for recreation.
- **Goal 6:** Promote economic development and heritage tourism by gathering and sharing information on the Heritage Area and establishing partnerships with communities, businesses, and organizations that provide tourist experiences and programs.

WHEREAS, the Management Plan contains the following broad objectives linked to the vision, mission, and goals of the Heritage Area:

- To build understanding and identity, raising local, regional, and national awareness of the Rio Grande region;
- To strengthen the fabric and sustainability of the place through education and promotional activities;
- To expand economic opportunities and to increase the community collaboration and involvement within communities that constitute the heritage area; while
- Supporting a healthy ecosystem and enhancing natural resource-based recreation opportunities.

WHEREAS, as part of its operational programs, NRGNHA has established a grant program to support cultural/arts/economic development initiatives, and has made grants to Santa Fe County non-profits and initiatives spanning from Edgewood up to Chimayo, between 2011 and 2013, totaling \$43,465;

WHEREAS, Santa Fe County has appointed the Economic Development Manager as the County representative to serve on the Board of Directors of NRGNHA; and

WHEREAS, heritage tourism, agriculture tourism, arts/culture tourism, outdoor recreation, and other economic development areas of activity are important to Santa Fe County, and form an integral part of the Economic Development Plan; further, the Economic Development Plan mentions the NRGNHA as a “key collaborator” for arts and culture initiatives.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Santa Fe County, as follows:

- Santa Fe County acknowledges the NRGNHA for its completion of the Management Plan and congratulates it for its subsequent approval by the National Park Service;

- Santa Fe County recognizes that the mission and goals/objectives of the NRGNHA overlap with many aspects of the County's Economic Development Plan, and that by supporting and partnering with NRGNHA, and actively participating in the Heritage Area, the goals and strategies listed in the Economic Development Plan may be implemented; and
- Santa Fe County endorses collaboration and participation by Santa Fe County in supporting initiatives that are of benefit to the County in pursuit of its Economic Development goals, and wishes to continue to partner with NRGNHA, and hereby authorizes allocation of financial resources and employee participation in such efforts.

APPROVED, ADOPTED AND PASSED THIS ____ day of May, 2014

THE BOARD OF COUNTY COMMISSIONERS OF SANTA FE COUNTY

By: _____
Daniel W. Mayfield, Chair

ATTEST:

Geraldine Salazar, County Clerk

Approved as to form:

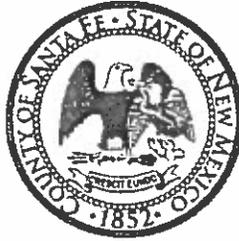

for: Greg Shaffer, County Attorney



Daniel "Danny" Mayfield
Commissioner, District 1

Miguel M. Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Hollan
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

DATE: *May 14, 2014*

TO: *Board of County Commissioners*

FROM: *Bill Taylor, Procurement Manager BT*

VIA: *Katherine Miller, County Manager KM*
Jeff Trujillo, ASD Director
Adam Leigland, Public Works Director

ITEM AND ISSUE: *BCC Meeting May 27, 2014*

REQUEST APPROVAL OF SECOND AMENDMENT TO COOPERATIVE PROJECT AGREEMENT WITH THE NEW MEXICO DEPARTMENT OF TRANSPORTATION TO INCREASE THE TRANSPORTATION ENHANCEMENTS (TPE) FUNDING FOR CONSTRUCTION OF A PORTION OF THE SANTA FE RAIL TRAIL IN AMOUNT OF \$797,950 AND AUTHORIZING THE COUNTY MANAGER TO SIGN AND APPROVE THE PURCHASE ORDER (BILL TAYLOR-PROCUREMENT)

BACKGROUND AND SUMMARY:

The Santa Fe Rail Trail is a regional, multi-modal trail that runs along the historic Atchison, Topeka, Santa Fe Railway from the depot in Santa Fe, NM to Lamy, NM. Santa Fe County manages the portion of the trail from I-25 to NM 285. Currently the unimproved, two track, maintenance road for the railway serves as the trail. Santa Fe County hired Loris and Associates, Inc. to design improvements to the trail in order to 1) comply with federal setback requirements for a trail along an active railroad; 2) correct drainage and erosion problems along the trail corridor; and 3) make the trail more accessible to a wider range of users as a primary multi-modal recreational trail. The County completed construction of the first segment of the trail from Rabbit Road to the Spur Trail in 2012.

On February 21, 2012, Santa Fe County entered into a Cooperative Agreement with the New Mexico Department of Transportation in order for the County to receive federal Transportation Enhancements (TPE) funds for the construction of the next segment of the trail from the Spur Trail to Avenida Vista Grande. In April 2013 the Statewide Transportation Improvement Plan was amended to allocate additional TPE funding to the project. The First Amendment to the Cooperative Project Agreement increased the TPE funds from \$150,750 to \$390,269. In January 2014 the

Statewide Transportation Improvement Plan was amended again to allocate still more TPE funding to the project. The Second Amendment to the Cooperative Project Agreement increases the TPE funds from \$390,269 to \$797,950.

The 25% matching funds requirement of \$265,983 under the cooperative project agreement will come from the County gross receipts tax revenues currently budgeted for the project in account 313-7707-481.

ACTION REQUESTED:

Staff recommends approval of the Second Amendment to Cooperative Project Agreement with the New Mexico Department of Transportation to increase the Transportation Enhancements (TPE) funding for construction of the next segment of the Santa Fe Rail Trail.

Contract Number	<u>D13725/2</u>
Vendor Number	<u>0000054297</u>
Control Number	<u>S100040</u>

**SECOND AMENDMENT TO
COOPERATIVE PROJECT AGREEMENT**

This Amendment is made and entered into this _____ day of _____, 2014, by and between the New Mexico Department of Transportation (Department) and the County of Santa Fe (County), collectively referred to as the "Parties."

RECITALS

Whereas, the Department and the County entered into a Cooperative Project Agreement on February 21, 2012, attached as Exhibit "A" and made part of this Amendment; and,

Whereas, page 11, Section Twenty Two, of the Agreement allows both parties to make alterations and revisions to the said Agreement; and,

Whereas, it has become necessary to amend the Agreement to include additional FY 2014 TPE Funds to construct a bike, pedestrian and equestrian multi-use trail intersecting with Spur Trail @ mp 11.5 to Avenida Vista Grande @ mp 6.5; and,

Whereas, the Department and the County agree that the original Agreement be amended.

In consideration of the covenants contained herein and pursuant to NMSA 1978, Section 67-3-28, and the Parties agree as follows:

1. Page 1, Section Two, Paragraph 1, delete in its entirety and insert the following:

The total funding for Project Control-No. S100040, is One Million Sixty Three Thousand Nine Hundred Thirty Three Dollars (\$1,063,933) which will be shared by the Parties as follows:

- | | | |
|-----------|--------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| A. | <u>2012/2013 Surface Transportation Enhancements (TPE) Funds</u> | |
| | <u>Department's 75% share</u> | \$390,269 |
| | Construction of a bike, pedestrian and equestrian multi-use trail intersecting with Spur Trail @ mp 11.5 to Avenida Vista Grande @ mp 6.5. | |
| B. | <u>County's matching 25% share</u> | \$130,089 |
| | For the purpose stated above. | |
| C. | <u>The 2012/2013 TPE Funding</u> | \$520,358 |
| D. | <u>2014/2015 Surface Transportation Enhancements (TPE) Funds</u> | |
| | <u>Department's 75%</u> | \$407,681 |
| | Construction of a bike, pedestrian and equestrian multi-use trail intersecting with Spur Trail @ mp 11.5 to Avenida Vista Grande @ mp 6.5. | |

E.	<u>County's matching 25% share</u> For the purpose stated above.	\$135,894
F.	<u>The 2014/2015 TPE Funding</u>	\$543,575
G.	<u>The Total Project Funding</u>	\$1,063,933

Except for the above amendments the original Cooperative Project Agreement shall remain in full force and effect unless expressly amended or modified by this Second Amendment.

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

NEW MEXICO DEPARTMENT OF TRANSPORTATION

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

Date: _____

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

By: Cynthia A. Chert
Assistant General Counsel

Date: 4-28-14

COUNTY OF SANTA FE

By: _____
Chairman of County Commission

Date: _____

ATTEST

By: _____
County Clerk

Date: _____

APPROVED AS TO FORM BY THE COUNTY ATTORNEY

By: Robert D. [Signature]
County Attorney

Date: 4/30/14

By: Katherine [Signature]
County Manager

Date: 5.8.14

By: Simon C. [Signature]
County Finance Director

Date: 5/5/14

Contract Number	<u>D13725/1</u>
Vendor Number	<u>0000054297</u>
Control Number	<u>S100040</u>

**FIRST AMENDMENT TO
COOPERATIVE PROJECT AGREEMENT**

This Amendment is made and entered into this 12th day of November, 2013, by and between the New Mexico Department of Transportation (Department) and the County of Santa Fe (County), collectively referred to as the "Parties."

RECITALS

Whereas, the Department and the County entered into a Cooperative Project Agreement on February 21, 2012, attached as Exhibit "A" and made part of this Amendment; and,

Whereas, page 11, Section Twenty Two, of the Agreement allows both parties to make alterations and revisions to the said Agreement; and,

Whereas, a STIP Amendment increased the TPE funding from \$150,750 to \$390,269 and the funding was moved in the STIP from FY 2012 to FY 2013; and,

Whereas, it has become necessary to amend the Agreement to reflect the STIP amendment and revise the termination date from September 30, 2016 to September 30, 2015; and,

Whereas, the Department and the County agree that the original Cooperative Project Agreement be amended.

In consideration of the covenants contained herein and pursuant to NMSA 1978, Section 67-3-28, the Parties agree as follows:

1. Page 1, Section Two, Paragraph 1, delete in its entirety and insert the following:
 1. The total funding for Project Control No. S100040, is Five Hundred Twenty Thousand Three Hundred Fifty Eight Dollars (\$520,358) which will be shared by the Parties as follows:

A.	<u>2012/2013 Surface Transportation Enhancements (TPE) Funds</u>	
	<u>Department's 75% share</u>	\$390,269
	Construction of a bike, pedestrian and equestrian multi-use trail intersecting with Spur Trail @ mp 11.5 to Avenida Vista Grande @ mp 6.5.	
B.	<u>County's matching 25% share</u>	\$130,089
	For the purpose stated above.	
C.	<u>The Total Project Funding</u>	<u>\$520,358</u>

2. Page 10, Section Twenty, Paragraph 1, delete in its entirety and insert the following:

1. This Agreement shall terminate on **September 30, 2015**. Neither Party shall have any obligation after said date except as stated in Section Seven.

Except for the above amendments the original Cooperative Project Agreement shall remain in full force and effect unless expressly amended or modified by this First Amendment.

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

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: *Kathryn E. Bender* Date: 11/12/13
Kathryn E. Bender, Deputy Secretary
Programs & Infrastructure

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

By: *Cynthia A. Christ* Date: 6-19-13
Assistant General Counsel

COUNTY OF SANTA FE

By: *Kathleen S. Hales* Date: 10-29-13
Chairman of County Commission

ATTEST

By: *Geraldine Salazar* Date: 10-29-2013
County Clerk

APPROVED AS TO FORM BY THE COUNTY ATTORNEY

By: *Robert J. De la Cruz* Date: 10/15/13
County Attorney *SMtz 10/17/13*

Contract Number
Vendor Number
Control Number

DK3725
000054297
S100040

COOPERATIVE PROJECT AGREEMENT

This Agreement is made and entered into this 21st day of February, 2012 by and between the New Mexico Department of Transportation (Department) and the County of Santa Fe (County), collectively referred to as the "Parties."

In consideration of the covenants contained herein and pursuant to NMSA 1978, § 67-3-28, the Parties agree as follows:

SECTION ONE: PURPOSE

The purpose of this Agreement is to provide Federal Highway Administration (FHWA) funds to the County for a transportation project described in the County's Plans Specifications and Estimate Package (PS&E), the Project Identification Form (PIF) and the Statewide Transportation Improvement Program (STIP). This Project is referred to interchangeably as "Project" or "Project Control No. S100040." The Project is a joint and coordinated effort for which the Department and the County each have authority or jurisdiction.

SECTION TWO: FUNDING

1. The total funding for Project Control No. S100040, is Two Hundred One Thousand Dollars (\$201,000) which will be shared by the Parties as follows:
 - A. 2011/2012 Surface Transportation Enhancements (TPE) Funds
Department's 75% share \$150,750
Construction of a bike and pedestrian multi-use trail intersecting with Spur Trail @ mp 11.5 to Avenida Vista Grande @ mp 6.5.
 - B. County's matching 25% share \$50,250
For the purpose stated above.
 - C. The Total Project Funding \$201,000
2. The County shall pay all Project costs that exceed the total funding amount specified in this section.
3. FHWA's obligation of federal funds shall be supported by a certified cost estimate based on the County's Engineer's Estimate of Probable Cost. The engineer's estimate shall be submitted to the Department's Regional Division Manager or Designee prior to the PS&E Review pursuant to 23 CFR Part 630B.
4. After the project is advertised, bids shall be submitted to the Department's Regional Division Manager or Designee, who will review and determine if the amount of federal funds obligated by the FHWA requires adjustment pursuant to 23 CFR Part 630.106. The County's approved responsive low bid for the project, including approved alternates, will be compared to the amount obligated. The Department will allow a 15% increase over the base

- bid and any approved alternates to cover Engineering and Contingencies and Gross Receipts Tax. If the difference between the FHWA's obligation amount and the responsive low bid plus the 15% is within \$250,000, the amount of funds obligated will not change. If the difference between the obligation amount and the responsive low bid plus the 15% exceeds \$250,000, the difference will be deducted reducing the amount of funds obligated.
5. The County shall abide with the conditions identified within 23 CFR 635.120 in entirety. If the County identifies additional work that may be justifiable in incorporating into the construction contract this work shall be reviewed and approved by the Department prior to commencing with the additional work.

SECTION THREE: METHOD OF PAYMENT--REIMBURSEMENT

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

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

SECTION FOUR: COUNTY SHALL

1. Be the lead agency for the Project.
2. Use the Project Control Number in all correspondence and submittals to the Department.
3. Pay all costs, perform all labor, and supply all material for the Project.
4. Identify a Project Manager who shall be the single point of contact to the Department.
5. Adopt a written resolution of support for the Project, including, as appropriate, an assumption of ownership, liability, maintenance, related amenities, and the availability of required matching funds.
6. Obtain approval from the Department's Regional Division Manager or Designee and the District Technical Support Engineer of PS&E Package which includes the following:
 - a. Construction Plans;
 - b. Engineer's Estimate/Engineer's Opinion of Probable Cost;
 - c. Specifications; and,
 - d. Contract Book.
7. Obtain written authorization from the Department prior to advertising the Project for bids or performing work with the County's personnel, equipment, and /or resources.

8. Advertise, let, and supervise the construction of Project Control No. S100040 using applicable federal, state or local requirements.
9. If the Project is to be put out for bid, prepare a final, detailed estimate of the work, indicating the bid items, the quantity in each item, the unit bid price, and cost of the items based on the bid price.
10. If the Project will be built with County resources, prepare a detailed report of equipment and labor, including a project schedule, for submission to the Department's District Office.
11. Obtain Department agreement in awarding the bid.
12. Register and enter all required data into B2Gnow and LCPtracker programs and contractually require the prime contractor and subcontractors to do the same.
13. Submit reimbursement requests monthly in the Department's federal aid format to include details of the quantities allowed on various items of work.
14. Agree that the Department has the option to terminate this Agreement if the County's Certification Package is not received by the Department's Regional Division Manager or Designee by August 15th of the year in which the project funds are programmed. The Certification Package shall remain in the County's project file for five years after project completion and shall contain, the following documents:
 - a. Signed Certification of Pre-Construction Phase (**Appendix F-1**);
 - b. Estimate of T/LGA Project Pay-Out (**Appendix F-2**);
 - c. The PS&E assembly;
 - d. Environmental clearance and certification documentation;
 - e. The State Historic Preservation Officer's concurrence;
 - f. Right of Way certification documentation;
 - g. Utility certification documentation;
 - h. Intelligent Transportation Systems (ITS) certification documentation; and,
 - i. Railroad certification documentation.
15. Agree that if current federal fiscal year funding is not obligated by September 30th, this Agreement shall terminate. However, if prior federal fiscal year funding has been authorized, this Agreement will remain in effect. If the County cannot meet the federal fiscal year deadline, and the money is reprogrammed for the next fiscal year, this Agreement will remain in effect.
16. Be responsible for preliminary engineering, environmental documentation, right-of-way activities, project development, utility coordination, project construction, and construction management and testing.
 - a. Construction management and inspection services may be eligible for reimbursement if the underlying procurement is consistent with federal aid funding and state procurement laws and regulations.
 - b. The County's award of contracts for construction management or inspection services must be pre-approved by the Department's Regional Division Manager or Designee.
 - c. If the County hires construction management or inspection services, County shall provide copies of any applicable task order, contract and supporting procurement documents to the Department's Regional Division Manager or Designee prior to the Project construction start date.
17. Be responsible for all applicable design, pre-construction and maintenance activity including, but not limited to the following:

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

- Location Study Report "Phase B Report," and the appropriate level of environmental documentation "Phase C";
- b. Submittal of a scope of work to the Department's Environmental Design Division to determine the level of effort needed for completing the environmental certification process;
 - c. Conducting a cultural resources survey if required, and submitting the cultural resources survey report to the Department's Environmental Design Division for review and submittal to SHPO. The survey will be conducted and the report will be prepared in accordance with the Department's Guidelines for Cultural Resource Investigations;
 - d. Conducting and documenting hazardous materials investigations according to the Department's Environmental Geology Bureau's Hazardous Materials Assessment Handbook. The appropriate environmental documents will be prepared by a qualified environmental professional, as defined in 40 CFR Part 312, and submitted to the Department's Environmental Geology Bureau for review;
 - e. Conducting and documenting the appropriate public notifications and public involvement activities;
 - f. Submittal of appropriate and acceptable NEPA documents prepared by a qualified environmental professional to the Department's Environmental Design Division for review and certification. "Acceptable" means documents that meet the criteria specified in the Department's Tribal/Local Government Agency Handbook; and,
 - g. Produce and distribute to regulatory agencies and interested parties the appropriate number of copies of environmental documents.
26. Comply with **Appendix H-1** if the Project involves lighting and/or highway lighting.
 27. Comply with **Appendix H-2** if the Project involves signal(s) and/or highway signal(s).
 28. Shall register with www.ccr.gov and DUNS and provide such information to the Department as well as the total compensation and names of the County's top five executives to comply with the Federal Funding Accountability and Transparency Act of 2006.
 29. If the County has received a combined \$500k in Federal Funding, which under OMB Circular A-133 requires the County to have a single audit performed, the County must provide the Department a copy of the most recent completed audit report before the start of work.
 30. Ensure that Project inspection and material testing records are certified and sealed by a professional engineer. The records shall remain in the County's project file for five years after project completion.

SECTION FIVE: DEPARTMENT SHALL

1. Assign a representative to provide technical assistance to develop, monitor and oversee the project.
2. Provide copies of environmental guidelines, Location Corridor Study Procedures, laws, and regulations, as requested.
3. Review NEPA and related environmental documentation for appropriate level of effort and acceptability.
4. Transmit NEPA documents to the FHWA for review and approval.
5. Review cultural resource technical reports and coordinate consultation between FHWA and the State Historic Preservation Officer.

6. Review hazardous material investigation deliverables to ensure they are ASTM- and NMDOT-compliant.
7. Review required certification documents for completion prior to requesting obligation of federal funding. Review of documents by the Department does not relieve the County or its consultants of their responsibility for errors and omissions.

SECTION SIX: BOTH PARTIES AGREE

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

SECTION SEVEN: PROJECT RESPONSIBILITY

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

SECTION EIGHT: COUNTY SOLE JURISDICTION

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

SECTION NINE: LEGAL COMPLIANCE

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

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

SECTION TEN: FEDERAL GRANT REPORTING REQUIREMENTS

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

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

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

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

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

SECTION ELEVEN: DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM OBLIGATIONS

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

New Mexico Department of Transportation
OEOP
Aspen Plaza, Suite 107
1596 Pacheco Street
Santa Fe, New Mexico 87505

Phone: 1-800-544-0936 or 505-827-1774

Fax: 505-827-1779

3. **Sanctions** – Compliance with the DBE provisions is mandatory. Failure to comply will be treated as a violation of this Agreement. Furthermore, if the County fails to comply with the DBE provisions, the Department may impose sanctions as provided in 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801, et seq.).

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

1. **OJT Goal Setting** – In the event the Department assigns a project specific OJT goal, the County is required to meet that goal through its contractors. If a project specific goal is assigned, the County shall include the Department's Apprentice/Trainee Special Provisions (May 13, 2009) in the County's Invitation to Bid and resulting contracts. The County shall also ensure that an OJT Plan and Training Schedule is provided to the Department at the pre-construction conference.
2. **Record Keeping Responsibilities** – The County is responsible to appoint or have its prime contractor appoint an OJT liaison officer who is responsible for ensuring compliance with the OJT goal, plan and training schedule. OJT compliance efforts will be reported to the Department's Project Manager and tracked through the LCPtracker software.
3. **Sanctions** – Compliance with the OJT provisions is mandatory. Failure to comply with the OJT provisions shall be treated as a violation of this Agreement. Further, if the County fails to comply with the OJT provisions, the Department may impose sanctions and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801, et seq.).

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

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

SECTION FOURTEEN: THIRD PARTY BENEFICIARY CLAUSE

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

SECTION FIFTEEN: NEW MEXICO TORT CLAIMS ACT

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

SECTION SIXTEEN: OFFICE OF INSPECTOR GENERAL REVIEWS

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

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

engineering and design services); the review of Federal-aid construction contracts references; 23 U.S.C. § 106 (project approval); 23 U.S.C. § 112 (letting of contracts); 23 U.S.C. § 113 (prevailing rate of wage); 23 U.S.C. § 114 (construction); 23 CFR Parts 635 and 636 (design build); 23 CFR Part 637 (construction inspection approval); the State Departments of Transportation are responsible for ensuring that all federal-aid projects are carried out in accordance with federal requirements. This responsibility was specifically clarified in 23 U.S.C. § 106, as amended by Section 1904(a) of the Safe, Accountable, Flexible, and Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU, Public Law 109-59).

SECTION SEVENTEEN: ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS

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

SECTION EIGHTEEN: APPROPRIATION

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

SECTION NINETEEN: TERMS OF THIS AGREEMENT

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

SECTION TWENTY: TERMINATION

1. This Agreement shall terminate on September 30, 2016. Neither party shall have any obligation after said date except as stated in Section Seven.
2. The Department may terminate this Agreement if the funds identified in Section Two have not been contractually committed between the County and a contractor within one year from the date the funds have been authorized by the FHWA.

3. The Department will review inactive projects on a quarterly basis. An inactive project is a project for which no expenditures have been charged against federal funds for the past 12 months.
4. If the Department determines a project to be inactive, the Department may, as directed by FHWA, redirect the unexpended balance pursuant to 23 CFR Part 630.106.
5. The Department may, at its option, terminate this Agreement if the County fails to comply with any provision of this Agreement. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to termination of the Agreement.

SECTION TWENTY ONE: SEVERABILITY

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

SECTION TWENTY TWO: AMENDMENT

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

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

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: *William Bender*
Deputy Secretary

Date: 2/21/12
Red 2/17/12

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

By: *Cynthia A. Christ*
Assistant General Counsel

Date: 11-18-11

COUNTY OF SANTA FE

By: *Wj. Gofawo*
Chairman of County Commission

Date: 1/31/12

ATTEST

By: Valerie Espinoza VT
County Clerk

Date: 2-1-12



APPROVED AS TO FORM BY THE COUNTY ATTORNEY

By: Anna Maria Clifford Staw Ross
County Attorney

Date: 1/11/12

Susan M. Arlony

1/17/12

APPENDIX A

Preliminary Engineering/Construction Engineering

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

APPENDIX B

Location Corridor Study Guidelines The County shall:

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

APPENDIX C

Design Standards

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

APPENDIX C

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

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

APPENDIX D

Survey and Right of Way Acquisition Requirements

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

APPENDIX D

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

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

APPENDIX E

Construction Phase Duties and Obligations

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

APPENDIX E

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

APPENDIX F-1

Certification of Pre-Construction Phase

Control No. S100040

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

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

COUNTY OF SANTA FE

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

When complete, please send APPENDIX F-1 and F-2 to:

Kevin Mentz, North Region Manager
NMDOT North Regional Division
P.O. Box 1149 Room 203
Santa Fe, NM 87504-1149

APPENDIX G

Title VI Nondiscrimination Assurances For FHWA Recipients

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

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

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

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

APPENDIX G

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

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

APPENDIX G

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

Date: _____ Project Control Number: S100040

Recipient Name: County of Santa Fe

Signature of Authorized Official: _____

Print Name: _____ Title: _____

Phone: _____ E-mail: _____

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

APPENDIX G-1

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

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

APPENDIX G-1

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

APPENDIX G-2

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

(GRANTING CLAUSE)

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

(HABENDUM CLAUSE)

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

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

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

APPENDIX G-3

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

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

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

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

[Include in deed.]*

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

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

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

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

APPENDIX G-3

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

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

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

[Include in deeds]*

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

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

APPENDIX H-1

Lighting and/or Highway Lighting

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

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

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

APPENDIX H-2

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

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

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

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

APPENDIX I

CERTIFICATION OF COOPERATIVE AGREEMENT COMPLIANCE/COMPLETION

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

That the County has complied with all the terms and conditions in the Agreement for
Control Number: S100040

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

When Completed, please send Certification to:

David Quintana, TSE
New Mexico Department of Transportation
District 5
P.O. Box 4127
Santa Fe, NM 87592-4127

APPENDIX J

CHECK LIST FOR PAYMENTS AND FOR AUDITS

The following items are needed for DISBURSEMENT, PROGRESS, or FINAL PAYMENTS:

NOTE: Please have "PROJECT AND CONTROL NUMBERS" on all documentation submitted for disbursement and reimbursement

- Newspaper bid (advertisement), copy of ad **(BEFORE DISBURSEMENT OR THE FIRST REIMBURSEMENT REQUEST)**
- Bidder's list at bid opening-Company(s) and quotation sheet(s) **(BEFORE DISBURSEMENT OR THE FIRST REIMBURSEMENT REQUEST)**
- Copy of Contract Between Entity and Contractor **(BEFORE DISBURSEMENT OR THE FIRST REIMBURSEMENT REQUEST)**
- Award Letter "NOTICE OF AWARD" and "NOTICE TO PROCEED" forms are required. **(BEFORE DISBURSEMENT OR THE FIRST REIMBURSEMENT REQUEST)**
- Environmental and Cultural Clearances **(BEFORE DISBURSEMENT OR THE FIRST REIMBURSEMENT REQUEST)**
- Construction Notices required **(THROUGHOUT PROJECT)** – start, suspend, resume and completion
- All invoicing (copies) and copies of cancelled checks-for contactor, vendors, suppliers **(EVERY REIMBURSEMENT)**
- Haul tickets (copies) if applicable **(EVERY REIMBURSEMENT)**
- Force account documentation – labor and equipment **(EVERY REIMBURSEMENT)**
- Engineer certification **(EVERY REIMBURSEMENT)** that certifies all materials incorporated into the project to date meet or exceed specification requirements – stamped/sealed – required for all Agreements in excess of \$100,000.00
- Tabulation of quantities (cover letter) itemized expenditure if requesting for reimbursement **(EVERY REIMBURSEMENT)**
- Tabulation of estimated quantities (cover letter) expenditure if requesting for disbursement
- Status Reports **(MONTHLY)** are required for all Federal/ARRA projects and are due at the 1st of each month
- Status Reports are required with each reimbursement request for Non-Federal projects

Final Project Certification from Entity **(FINAL REIMBURSEMENT)**



NO PACKET MATERIAL FOR THIS ITEM



SANTA FE COUNTY

Resolution 2014 - _____

A RESOLUTION ADOPTING THE INTERIM 2014-2015 (FY 2015) BUDGET

WHEREAS, the Santa Fe County Board of County Commissioners (BCC), the governing body in and for the County of Santa Fe, State of New Mexico, held an official meeting on May 27, 2014 for the study and review of a 2014-2015 (FY 2015) budget, with recognition of sources and uses of funds of said budget; and

WHEREAS, the meeting on May 27, 2014, was duly advertised in compliance with the State Open Meetings Act and the Federal Statements of Assurances pertaining to the requirements for revenue funds, and the budget was duly approved at the regular BCC meeting of May 27, 2014;

NOW, THEREFORE, BE IT RESOLVED, that the BCC hereby adopts the 2014-2015 (FY 2015) "Interim Budget" and respectfully requests approval from the Local Government Division of the Department of Finance and Administration.

APPROVED, ADOPTED AND PASSED this 27th day of May 2014.

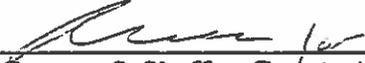
BOARD OF COUNTY COMMISSIONERS

Daniel W. Mayfield, Chairperson

ATTEST:

Geraldine Salazar, County Clerk

APPROVED AS TO FORM:



Gregory S. Shaffer, County Attorney



Daniel "Danny" Mayfield
Commissioner, District 1

Miguel M. Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

DATE: May 15, 2014

TO: Board of County Commissioners

FROM: Vicki Lucero, Building and Development Services Manager *VL*

VIA: Katherine Miller, County Manager *KM*
Penny Ellis-Green, Growth Management Director *PEG*

RE: Request for Authorization to Publish Title and General Summary of An Ordinance Establishing Development Permit And Review Fees For Projects In Santa Fe County, New Mexico; And Repealing Ordinance 2008-12.

BACKGROUND:

In December of 2013 the Board of County Commissioners adopted Ordinance No. 2013-6, which enacted the Sustainable Land Development Code (SLDC).

The current Santa Fe County Permit and Review Fee Ordinance (Ordinance No. 2008-12) does not accurately reflect the project and application types as set forth in the SLDC.

The proposed Development Permit and Review Fee Ordinance is consistent with the provisions as set forth in the Sustainable Land Development Code.

A Fiscal Impact Report in regards to the proposed Fee Ordinance is being conducted.

RECOMMENDATION:

Staff recommends the Santa Fe Board of County Commissioners approve the request to publish title and general summary.

If the decision of the BCC is to grant approval to publish title and general summary of the proposed ordinance, the ordinance will be brought back to the BCC for two public hearings prior to adoption. The first public hearing would be scheduled for June 10th with the second public hearing on June 24th.

EXHIBITS:

1. Proposed Fee Ordinance
2. Current Fee Ordinance (2008-12)

**THE BOARD OF COUNTY COMMISSIONERS
OF SANTA FE COUNTY
Permit and Review Fee Ordinance
Ordinance No. 2014-_____**

**AN ORDINANCE ESTABLISHING DEVELOPMENT PERMIT AND REVIEW FEES FOR PROJECTS IN
SANTA FE COUNTY, NEW MEXICO; AND REPEALING ORDINANCE NO. 2008-12**

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SANTA FE COUNTY:

ARTICLE I. GENERAL PROVISIONS

SECTION 1. SHORT TITLE.

Articles I to III herein may be cited as "The Fee Ordinance of Santa Fe County"

SECTION 2. APPLICABILITY

This Ordinance applies to any application for a Development Permit under the Santa Fe County Sustainable Land Development Code ("SLDC"), as amended.

ARTICLE II. APPLICATION, RECORDS AND REQUIREMENTS

SECTION 1. APPLICATIONS.

All development within Santa Fe County requires a Development Permit and the payment of a non-refundable application fee except where otherwise indicated. All Development Permits require the completion and approval of a Development Permit Application ("Application"). An Application shall be completed according to the requirements in the SLDC and submitted to the Building and Development Services Division for review and processing. The Building and Development Services Division shall submit these Applications to the appropriate County Departments for additional review as required.

SECTION 2. RECORDS.

A record of all permits shall be maintained by the Building and Development Services Division.

SECTION 3. ISSUING PERMITS.

Permits will not be considered issued until picked up from the Building and Development Services Division of Santa Fe County. Permits not issued within thirty (30) days of approval shall be deemed void; permits thus voided will require re-submittal of the application and repayment of fees.

EXHIBIT

ARTICLE III. APPLICATION FEES

SECTION 1. FEE SCHEDULE

The following fee schedule is hereby established:

TABLE III.1 DEVELOPMENT PERMITS FEE CALCULATED BASED ON CONSTRUCTION VALUATION		
Valuation From:	To:	Fee:
\$ 0.00	\$25,000.00	\$75.00
\$25,001.00	\$50,000.00	\$150.00
\$50,001.00	\$100,000.00	\$350.00
\$ 100,001.00	\$200,000.00	\$550.00
\$200,001.00	\$250,000.00	\$950.00
\$250,001.00	\$300,000.00	\$1150.00
Each additional \$100,000.00 in construction value or part thereof		\$375.00

TABLE III.1.2 INSPECTION FEES			
PROJECT TYPE	COURTESY INSPECTION	INITIAL INSPECTION	FINAL INSPECTION
Single Family Residential	\$100.00	\$45.00	\$50.00
Subdivisions	\$100.00	\$45.00	\$150.00
Exempt Land Divisions/Other Plat reviews	\$100.00	\$45.00	\$45.00
Temporary Use Permit	\$100.00	\$45.00	\$150.00
Gravel/Hard Rock Mining	\$100.00	\$45.00	\$500.00
Mining Reclamation/Closure	\$100.00	\$45.00	\$500.00
Blasting	\$100.00	\$45.00	
NPDES, SWPPP Residential Land Division/Subdivision	\$100.00	\$45.00	\$100.00 (post storm event)
Accessory Structure	\$100.00	\$45.00	\$25.00
Variance	\$100.00	\$45.00	\$50.00
Home Occupation/ Home Business:			
No Impact	\$100.00	N/A	N/A
Low Impact	\$100.00	\$45.00	\$50.00
Medium Impact	\$100.00	\$45.00	\$100.00
Conditional Use Permit	\$100.00	\$45.00	\$100.00
Business Registration	\$100.00	\$45.00	\$50.00
After Hours Lighting and Sound Inspections	\$200.00	\$150.00	\$150.00

TABLE III.13 DIVISION OF LAND
Application Fee-\$150.00

Type of Division	Initial Review	Site Development Plan	Subsequent Review	Additional Per Lot Fee
Minor Subdivision 2-5 Parcels (Lots less than 10 acres in size)	\$500.00		\$100.00	\$25.00
Minor Subdivision 2-24 Parcels (Lots of 10 acres or more in size)	\$950.00		\$150.00	\$25.00
Major Subdivision 6-24 Parcels (Lots Less than 10 acres in size)	\$1050.00	\$750.00	\$200.00	\$25.00
Major Subdivision 25-499 Parcels	\$1150.00	\$1150.00	\$250.00	\$25.00
Major Subdivision 500 or more lots	\$1350.00	\$1350.00	\$300.00	\$25.00
Commercial Lot Line Adjustment	\$750.00		\$250.00	
Exempt Land Divisions/other Plat Reviews	\$250.00		\$75.00	\$25.00
Commercial and Mixed Use Land Division/Subdivision	\$750.00	\$1150.00	\$250.00	\$150.00
Vacations of Plats or Easements	\$250.00		\$75.00	
Plat Amendment/Re-plat	\$250.00		\$50.00	
Boundary Survey	\$250.00		\$50.00	
Time Extensions	\$250.00		\$100.00	

TABLE III.14 ZONING/REZONING
Application Fee- \$150.00

Type of Project	Initial Review	Second and Subsequent Review	Additional Per Lot Fee
Planned Development District	\$1350.00	\$300.00	\$25.00
Zoning Map Amendment	\$1500.00		
Overlay Zone	\$1000.00		
Development of County Wide Impact	\$2500.00	\$1000.00	
SLDC Text Amendment	\$200.00 per code section		
Zoning Statements	\$150.00	(No Application Required)	
Area, District, Community Plan, or Plan Amendment	\$1000.00		
Beneficial Use Determination	\$500.00		

TABLE III.1.5 PERMITS/SITE DEVELOPMENT PLANS

Application Fee (Residential) - \$ 25.00

Application Fee (Non-Residential and Multi Family Residential)- \$150

Type of Project	Initial Review	Second and Subsequent Review
Residential Uses:		
Development Permit (Residential Uses)	\$25.00	
Non-Residential Uses:		
Development Permit (Non-Residential, Mixed-use & Multi Family)	\$500.00	\$100.00
Conditional Use Permit	\$750.00	
Sand and Gravel Operations (Non DCI)	\$3000.00	\$150.00
Development of County Wide Impact	\$5000.00	\$250.00

TABLE III.1.6 SUPPLEMENTAL USES

Application Fee- \$50.00

(Fees for Supplemental Uses are in addition to Permit/Site Development Plan Fees as applicable)

Type of Project	Review Fee
Accessory Structures	No Application Fee Required \$25.00
Accessory Dwelling Units	No Application Fee Required \$25.00
Group Homes	\$50.00
Home Occupation/Registration: No Impact	No Inspection Required \$35.00
Home Occupation/Registration: Low Impact	\$50.00
Home Occupation/Registration: Medium Impact	\$150.00
Residential Condominiums/Confirmation Statement	\$75.00
Temporary Use Permit	\$50.00
Itinerant Vendor Permit	\$100.00
Mobile Home Parks	\$250.00
Wind Energy Facilities	\$500.00
Wireless Communication Facilities	\$1000.00
Sexually Oriented Businesses	\$1000.00

TABLE III.1.7 SPECIAL PERMITS
Application Fee (Residential) - \$25.00
Application Fee (Subdivision or Non Residential) - \$100.00

Signage Permit (per sign)	\$100.00
Burial Permit	\$50.00
Film Permit	Refer to Fee Table in Santa Fe County Ordinance No. 2010 -6
Demolition Permit—Residential	\$200.00
Demolition Permit— Non-Residential	\$400.00
Blasting Permit	\$500.00 + 25.00 per occurrence
Grading and Clearing Permit—Single Family Residential	\$90.00
Grading and Clearing Permit-Subdivision or Non-Residential	\$150.00
Driveway or Driveway Cut Permit	\$100.00
PV Solar – Private Residential (Application Fee and Inspection Fee Included)	\$170.00

TABLE III.1.8 MISCELLANEOUS
Application Fee - \$25.00

Business Registration Application/Certificate	\$35.00
Business Registration Review	\$50.00
Swimming Pools	Less than 30,000 gallons \$250.00
Swimming Pools	Greater than 30,000 gallons \$500.00
Utility Authorization	Residential \$35.00
	Well Only \$50.00
	Non-Residential \$200.00
	Utility Distribution Line \$300.00
Project Research/Archive Access	\$50.00 per hour plus \$60.00 per file requested
Franchise review/expansion/renewal	\$500.00
Floodplain Determination Letter (No Application Required)	\$75.00

TABLE III.1.9 VARIANCES AND APPEALS
Application Fee - \$100.00

Variance Requests (each)	\$200.00
Appeals	\$200.00

TABLE III.1.10 3rd Party Reviews *

County Prepared SRAs (TIA, APFSA, WSAR, FIA, EIR) for DCI	Full Cost of Preparation and Review by Outside Consultants
County Reviewed SRAs (TIA, APFSA, WSAR, FIA,	Full Cost of Review by

EIR)	Outside Consultants
Specialized Review if needed	Full Cost of Review by Outside Consultants

*See Section 6.2 of the SLDC

SECTION 2. PAYMENT AND REFUNDS.

Unless otherwise stated in the fee schedule, fees are due at the time of application and are not refundable. Any application received without payment of fees due will not be reviewed. If a particular Development requires more than one approval, the applicant shall pay the cumulative review fees for each review and approval sought.

SECTION 3. ADDITIONAL FEES FOR PROFESSIONAL SERVICES:

The Building and Development Services Division may require information beyond that contained in the Application. In such instances, the Applicant may (i) provide the information requested at the Applicant's sole expense, (ii) pay an additional fee to cover the cost of the Department staff obtaining and reviewing the information, or (iii) withdraw the Application provided that no such withdrawal shall be entitled to a refund of fees. In addition, some Applications may require specialized reviews by outside sources, the cost of which shall be paid by the Applicant in advance.

PASSED, APPROVED AND ADOPTED, on this _____ day of _____, 2014.

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

By: _____

DANIEL W. MAYFIELD, Chairperson

ATTEST:

GERALDINE SALAZAR, County Clerk

APPROVED AS TO FORM:

Gregory S. Shaffer
for: **GREGORY S. SHAFFER, County Attorney**

SANTA FE COUNTY
Permit and Review Fee Ordinance
Ordinance No. 2008-12

AN ORDINANCE ESTABLISHING PERMIT AND REVIEW FEES FOR PROJECTS IN SANTA FE COUNTY, NEW MEXICO.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SANTA FE COUNTY:

ARTICLE I. GENERAL PROVISIONS

SECTION 1. SHORT TITLE.

Articles I to III herein may be cited as "The Fee Ordinance of Santa Fe County"

SECTION 2. APPLICABILITY

This Ordinance applies to any application for a Development Permit under the Santa Fe County Land Development Code ("LDC"), as amended, or the Santa Fe Extraterritorial Zoning Ordinance ("EZO"), as amended.

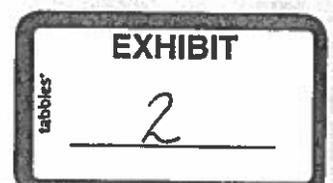
ARTICLE II. APPLICATION, RECORDS AND REQUIREMENTS

SECTION 1. APPLICATIONS.

All development within Santa Fe County requires a Development Permit. All Development Permits require the completion and approval of a Development Permit Application ("Application"). An Application shall be completed according to the requirements in the LDC or EZO and submitted to the Building and Development Department for review and processing. The Building and Development Department shall submit these Applications to the appropriate County Departments for additional review as required.

SECTION 2. RECORDS.

A record of all permits shall be maintained by the Building and Development Department.



SECTION 3. ISSUING PERMITS.

Permits will not be considered issued until picked up from the Building and Development Department of Santa Fe County. Permits not issued within thirty (30) days of approval shall be deemed void; permits thus voided will require re-submittal of the application and repayment of fees.

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The following fee schedule is hereby established:

TABLE III.1.1 DEVELOPMENT PERMITS FEE CALCULATED BASED ON CONSTRUCTION VALUATION					
Application Fee All Projects					\$100.00
Valuation From:					Fee:
To:					
\$ 0.00	\$25,000.00				\$75.00
\$25,001.00	\$50,000.00				\$150.00
\$50,001.00	\$100,000.00				\$350.00
\$ 100,001.00	\$200,000.00				\$550.00
\$200,001.00	\$250,000.00				\$950.00
\$250,001.00	\$300,000.00				\$1150.00
Each additional \$100,000.00 in construction value or part thereof:					\$375.00
TABLE III.1.2 INSPECTION FEES					
PROJECT TYPE	COURTESY INSPECTION	INITIAL INSPECTION	PRE-FINAL INSPECTION	FINAL INSPECTION	Additional Per Lot Fee
Single Family Residential	\$100.00	\$45.00	\$35.00	\$50.00	
Subdivisions/Land Divisions	\$150.00	\$100.00	\$50.00	\$40.00	\$25.00
Exemptions Commercial	\$50.00	\$65.00			
Lots/Subdivisions	\$150.00	\$150.00	\$100.00	\$150.00	\$50.00
Gravel/Hard Rock Mining	\$300.00	\$500.00	\$350.00	\$500.00	
Mining Reclamation/Closure	\$200.00	\$250.00	\$350.00	\$500.00	
Blasting	\$100.00	\$150.00			
NPDES, SWPPP Residential Land	\$100.00	\$45.00		\$100.00 (post storm event)	\$40.00
Division 1-4 lots				\$200.00 (post storm event)	
NPDES, SWPPP Residential Land	\$100.00	\$75.00		\$200.00 (post storm event)	\$60.00
Division 5 or more lots				\$200.00 (post storm event)	
Accessory Structure	\$50.00	\$45.00		\$25.00	
Utility/Community Service Facility	\$150.00	\$125.00	\$75.00	\$150.00	

Home Occupation/ Home Business	\$75.00	\$75.00	\$50.00	\$100.00
Business Registration	\$100.00	\$65.00		
After Hours Lighting and Sound Inspections		\$75.00		
INSPECTIONS TO CHANGES OF PREVIOUSLY APPROVED PLANS OR APPLICATIONS				\$100.00

TABLE III.1.3 DIVISION OF LAND

Type of Division	Initial Review	Second and Subsequent Review	Additional Per Lot Fee
Family Transfer	\$250.00	\$50.00	\$25.00
Land Division/Subdivision 1- 4 lots	\$500.00	\$100.00	\$50.00
Land Division/Subdivision 5- 24 lots	\$950.00	\$150.00	\$75.00
Land Division/Subdivision 25-99 lots	\$1050.00	\$200.00	\$75.00
Land Division/Subdivision 100-300 lots	\$1150.00	\$250.00	\$100.00
Land Division/Subdivision 300 or more lots	\$1350.00	\$300.00	\$125.00
Residential Lot Line Adjustment	\$250.00	\$100.00	
Commercial Lot Line Adjustment	\$750.00	\$250.00	
Exemption	\$250.00	\$75.00	
Commercial Land Division/Subdivision	\$750.00	\$250.00	\$150.00
Vacations of Plats or Easements	\$250.00	\$75.00	

TABLE III.1.4 ZONING/MASTER PLANS

Type of Project	Initial Review	Second and Subsequent Review	Additional Per Lot Fee
Subdivision 25-99 lots	\$950.00	\$100.00	\$75.00
Subdivision 100-300 lots	\$1150.00	\$150.00	\$100.00
Subdivision 300 or more lots	\$1350.00	\$200.00	\$125.00
Master Plat	\$1000.00	\$250.00	\$150.00
Master Plan			
Amendments/Time Extensions	\$250.00	\$100.00	\$25.00
Zoning Statements	\$150.00		
Commercial	\$750.00	\$50.00	\$25.00
Community Service Facility	\$250.00	\$100.00	\$75.00
Employment Center	\$750.00	\$100.00	\$100.00
Media District	\$1200.00	\$150.00	\$250.00
Mining Zone	\$5000.00	\$250.00	\$500.00
Mixed-Use Subdivision	\$750.00	\$100.00	\$100.00
Village Center	\$750.00	\$100.00	\$250.00

TABLE III.1.5 PRELIMINARY OR FINAL DEVELOPMENT PLANS

Type of Project	Initial Review	Second and Subsequent Review	Additional Per Lot Fee
Land Division/Subdivision 1-4 lots	\$500.00	\$100.00	\$50.00
Land Division/Subdivision 5-24 lots	\$750.00	\$150.00	\$75.00
Subdivision 25-99 lots	\$500.00	\$100.00	\$50.00
Subdivision 100-300 lots	\$750.00	\$150.00	\$75.00
Subdivision 300 or more lots	\$950.00	\$200.00	\$75.00
Sand and Gravel Operations	\$2500.00	\$150.00	\$250.00
Gravel/Hard Rock Mining	\$5000.00	\$250.00	\$500.00
Large Scale Commercial	\$1000.00	\$100.00	\$75.00
Neighborhood Commercial	\$750.00	\$100.00	\$75.00
Employment Center	\$750.00	\$100.00	\$75.00
Media District	\$1000.00	\$150.00	\$150.00
Mixed-Use Subdivision	\$750.00	\$100.00	\$100.00
Village Center	\$750.00	\$100.00	\$250.00
Telecommunication Facilities			
Administrative Review	\$750.00	\$100.00	
Requiring Single Public Hearing	\$1250.00	\$100.00	
Requiring Two Public Hearings	\$2500.00	\$100.00	
Additional Fees for Special Reports:			
Geohydrologic Report	\$500.00	\$125.00	
Traffic Impact Analysis	\$500.00	\$125.00	

TABLE III.1.6 SPECIAL PERMITS/BUSINESS REGISTRATIONS

Business Registration Application/Certificate	\$35.00
Business Registration Review	\$250.00
Home Occupation, Home Business	\$175.00
Application/Registration	
Signage Permit (per sign)	\$100.00
Burial Permit	\$50.00
	\$500
Film Permit	+45.00 per day of filming
	\$100.00
Itinerant Vendor Permit	+100.00 per year renewal
Demolition Permit—Residential	\$200.00
Demolition Permit—Commercial	\$400.00
	\$500.00
Blasting Permit	+ 25.00 per occurrence
Grading and Clearing Permit—Single Family Residential	\$90.00
Grading and Clearing Permit-Subdivision or Commercial	\$150.00
Driveway or Driveway Cut Permit	\$100.00

TABLE III.1.7 MISCELLANEOUS

Accessory Structure >2000sq/ ft.	\$250.00
Swimming Pools	Less than 30,000 gallons
	\$250.00
Swimming Pools	Greater than 30,000 gallons
	\$500.00
Utility Authorization	Residential
	\$35.00

CERTIFICATE

I, the undersigned, County Clerk, do hereby certify that the above is the ordinance which was duly adopted by the Santa Fe County Board of County Commissioners at a regular meeting duly convened on August 12, 2008.


Santa Fe County Clerk
Valerie Espinoza
Valerie Espinoza



Approved as to form:

County Attorney

Stephen C. Ross
Stephen C. Ross

COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

BCC ORDINANCE
PAGES: 6

I Hereby Certify That This Instrument Was Filed for record On The 18TH Day Of August, A.D., 2008 at 16:52 and Was Duly Recorded as Instrument # 1535562 of The Records Of Santa Fe County

Witness My Hand And Seal Of Office
Valerie Espinoza
Deputy *Valerie Espinoza* County Clerk, Santa Fe, NM

Public Notice Board	Utility Distribution Line	\$300.00
Adjoiner's List for Certified Mailing	Fa.	\$25.00
Project Research/Archive Access	\$40.00 per hour plus \$50.00 per file requested	\$250.00
Franchise review/expansion/renewal		\$500.00
TABLE III.1.8 VARIANCES AND APPEALS		
Variance Requests (each)		\$150.00
Appeal of Land Use Administrator's Decision		\$125.00
Appeal of Development Review Committee Decision		\$150.00

SECTION 2. PAYMENT AND REFUNDS.

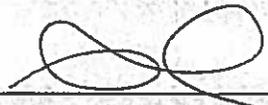
Unless otherwise stated in the fee schedule, fees are due at the time of application and are not refundable. Any application received without payment of fees due will not be reviewed. If a particular Development requires more than one approval, the applicant shall pay the cumulative review fees for each review and approval sought.

SECTION 3. ADDITIONAL FEES FOR PROFESSIONAL SERVICES:

The Building and Development Department may require information beyond that contained in the Application. In such instances, the Applicant may (i) provide the information requested at the Applicant's sole expense, (ii) pay an additional fee to cover the cost of the Department staff obtaining and reviewing the information, or (iii) withdraw the Application provided that no such withdrawal shall be entitled to a refund of fees. In addition, some Applications may require specialized reviews by outside sources, the cost of which shall be paid by the Applicant in advance.

PASSED, APPROVED AND ADOPTED, on this 12th day of August, 2008.

SANTA FE COUNTY BOARD OF COUNTY COMMISSIONERS



**COMMISSIONER PAUL CAMPOS, CHAIRPERSON,
 BOARD OF COUNTY COMMISSIONERS**



NO PACKET MATERIAL FOR THIS ITEM



NO PACKET MATERIAL FOR THIS ITEM

IV. MATTERS OF PUBLIC CONCERN



NO PACKET MATERIAL FOR THIS ITEM

V. A. DISCUSSION ITEMS



Daniel "Danny" Mayfield
Commissioner, District 1

Miguel M. Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

Date: May 9, 2014

To: Santa Fe County Board of County Commissioners

From: Lisa Roach, Open Space and Trails Planner *LR*

Via: Robert Griego, Planning Division Manager *RG*
Penny Ellis-Green, Growth Management Department Director *PEG*

Re: Presentation of the Cerrillos Hills State Park Management Plan (New Mexico State Parks Division)

Background

The Cerrillos Hills State Park consists of 1,098 acres of open land which was acquired by Santa Fe County in 2000 with General Obligation Bond funding following several years of grassroots organizing by a group of Cerrillos residents known as the Cerrillos Historic Park Coalition. The Cerrillos Hills Historic Park was opened to the public in 2003. House Joint Memorial 8 was passed by the New Mexico State Legislature in 2005, authorizing the creation of a State Park in Santa Fe County. In 2006, a feasibility study was conducted by the New Mexico State Parks Division, finding that the property met the criteria for a State Park.

A Joint Powers Agreement (Contract No. 09-521-0500-0020) between the Energy Minerals and Natural Resources Department (EMNRD) and Santa Fe County was signed in 2009 in order to establish a long-term partnership for the operations, maintenance and improvement of the Cerrillos Hills State Park. The JPA states that *"the Division shall use the County-developed management plan until the [State Parks] Division creates and implements its own management plan. ... The Division shall not finalize the management plan without the County's approval. ... As part of the management plan, the Division and the County shall jointly develop a listing of proposed capital improvement projects"* (Section 1.B). And further, *"The County's approval of the management plan, including capital project listing, shall authorize the Division to proceed with listed projects, pending available funding"* (Section 2.B)

Presentation of the Cerrillos Hills State Park Management Plan

In March 2014, the New Mexico State Parks Division contacted Santa Fe County to request review and feedback on the draft Cerrillos Hills State Park Management Plan. State Parks Division staff will present the draft Plan to the Board of County Commissioners (BCC) on Tuesday, May 27, 2014, and simultaneously submit the draft for BCC review. A Public Review and Comment Period will commence in May 2014, after which State Parks Division staff will produce a final draft of the Cerrillos Hills State Park Management Plan. The final draft of the Plan will then be submitted to the Board for County approval.

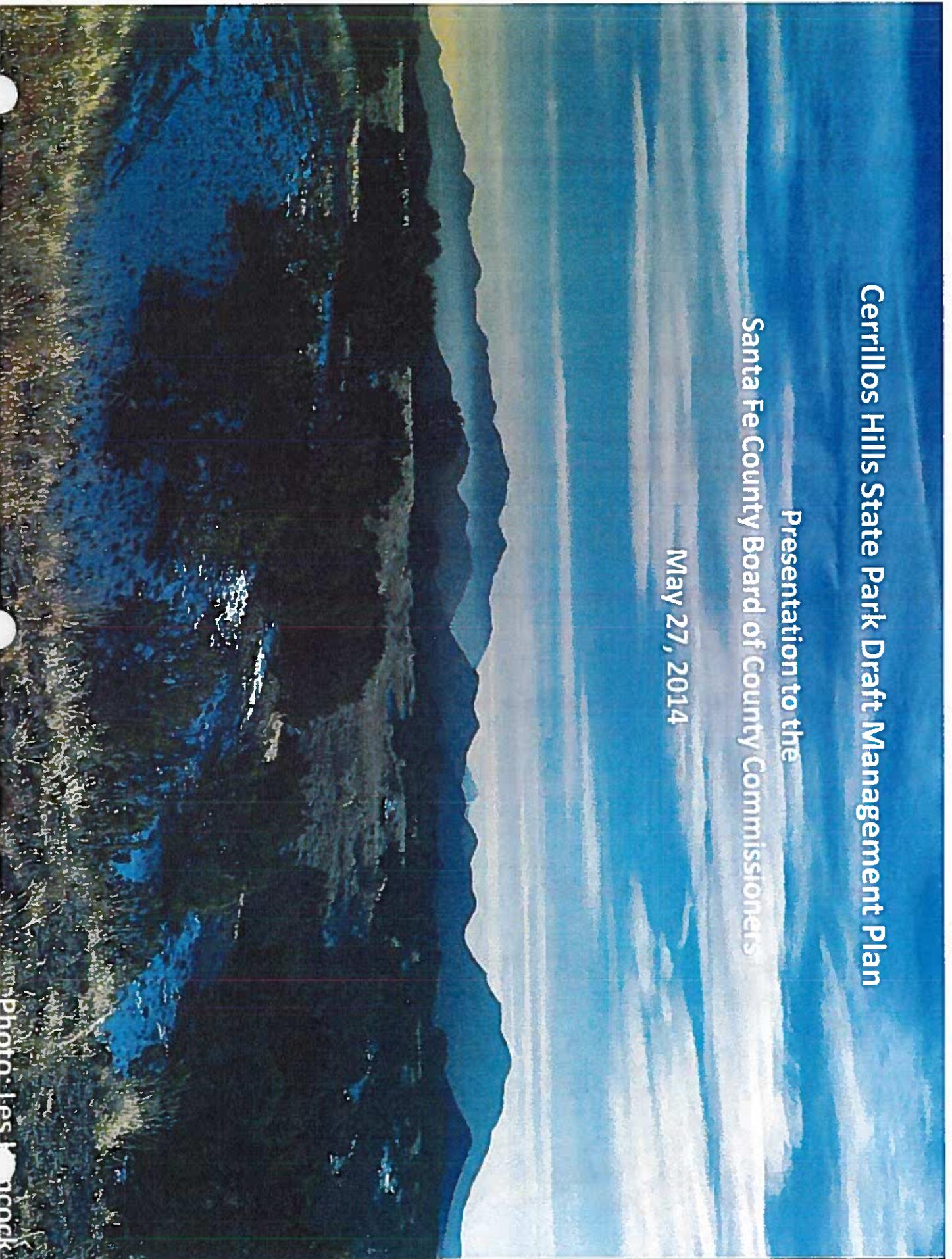
Requested Action

This is a presentation only, and there is no action requested at this time.

Cerrillos Hills State Park Draft Management Plan

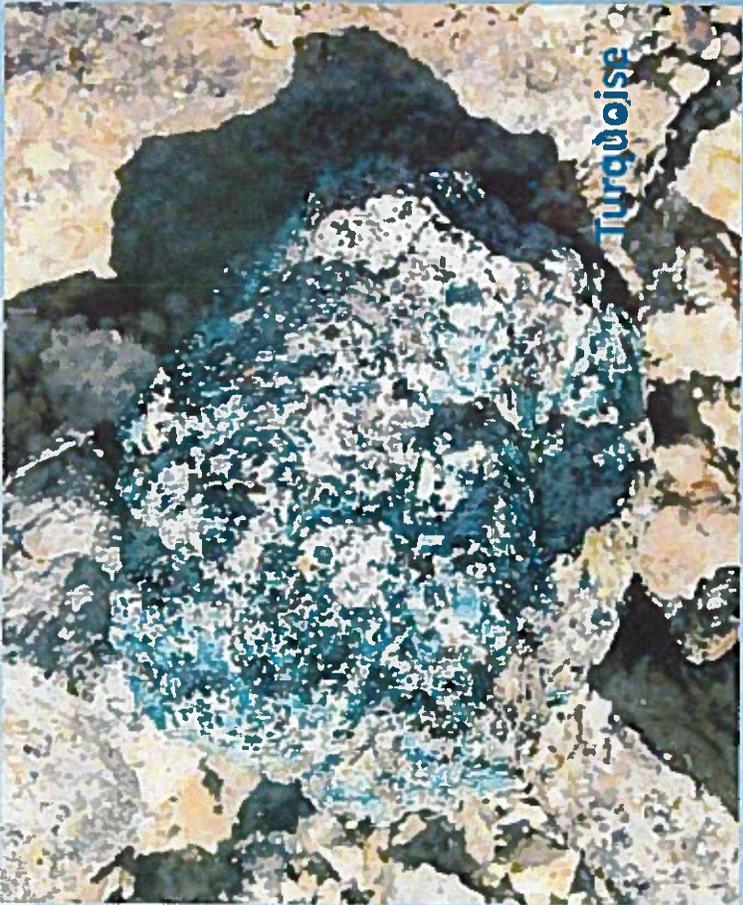
Presentation to the
Santa Fe County Board of County Commissioners

May 27, 2014

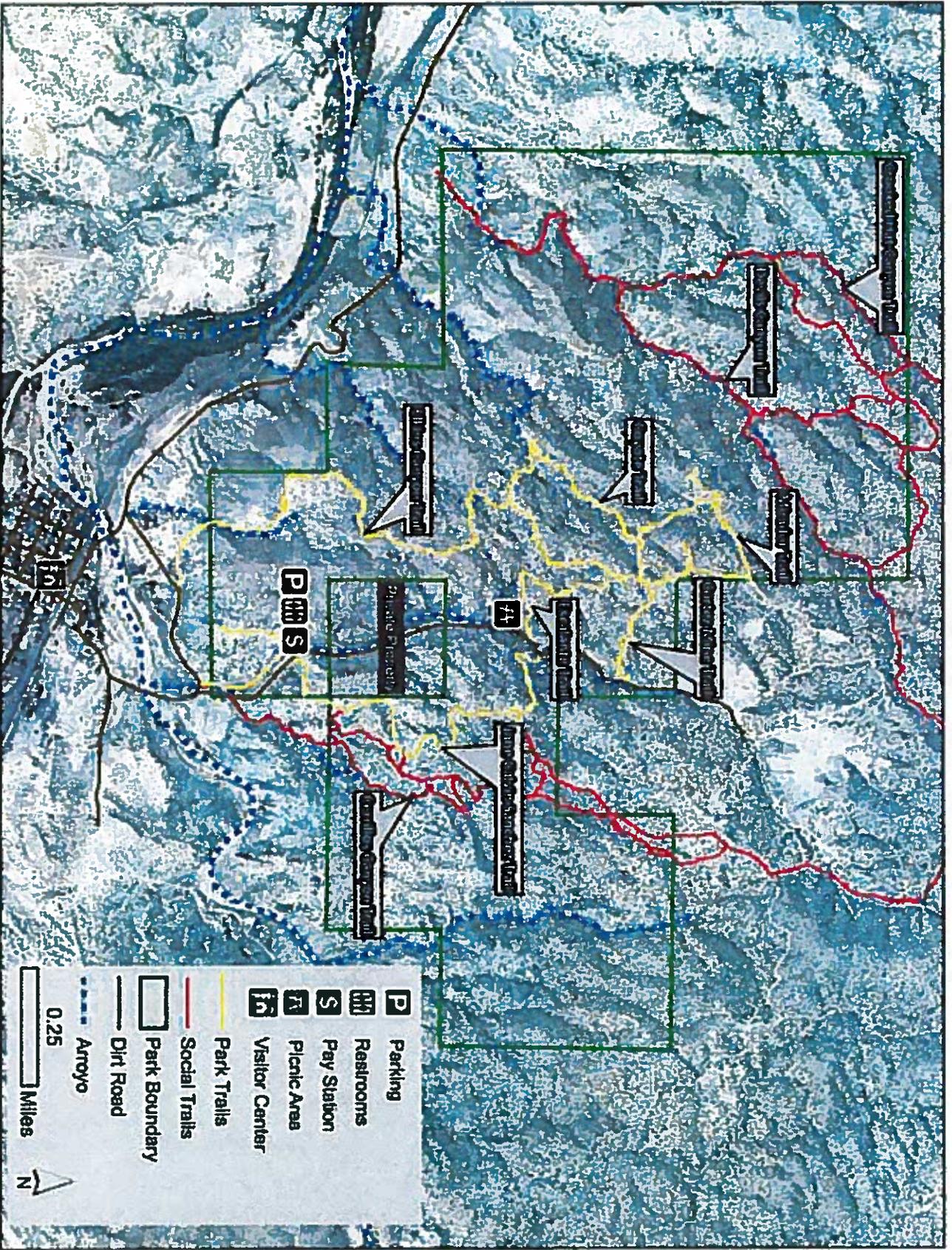




Galena

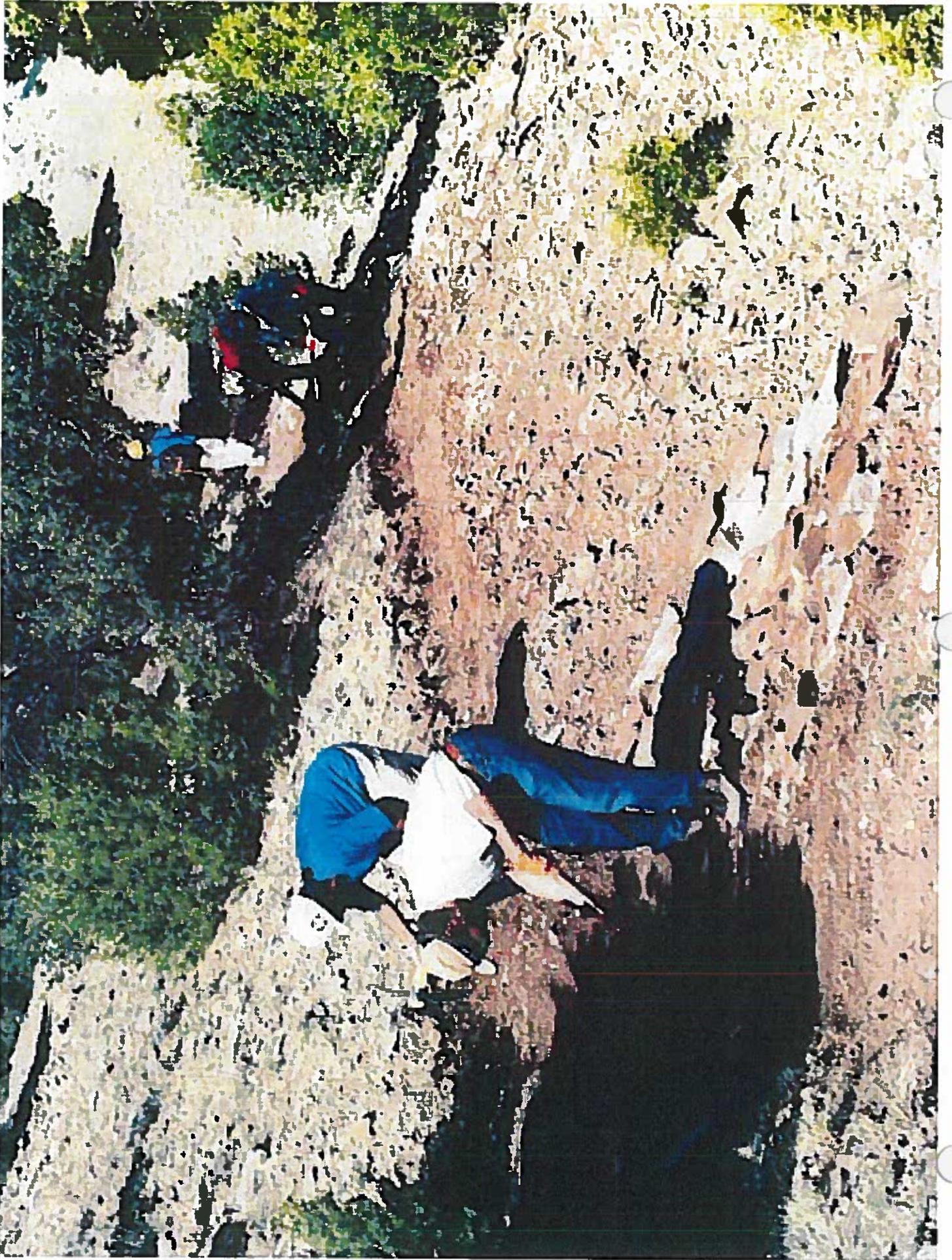


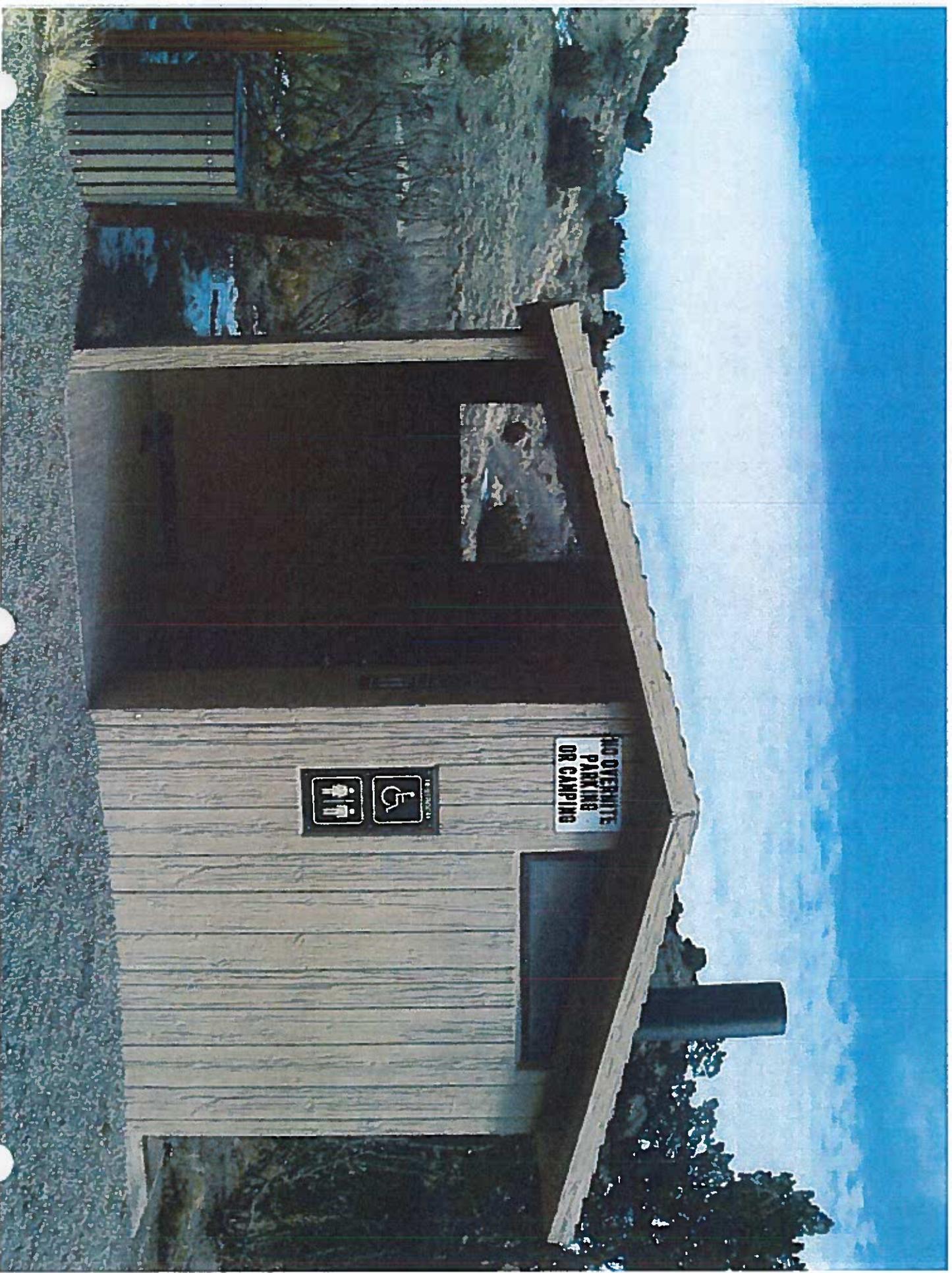
Turquoise



- P** Parking
- RR** Restrooms
- S** Pay Station
- PA** Picnic Area
- VC** Visitor Center
- P** **RR** **S** **PA** **VC**
- Park Trails**
- Social Trails**
- Park Boundary**
- Dirt Road**
- Arroyo**
- 0.25 Miles









The Cortez Mine

The Pueblo - Spanish - Territorial Connection

The banks of the Cerrillos Mining District
 found the Cortez mine, 1300' by 100' in size, being located on August 9, 1879 by W.E. Dame and J.S. Vogler on the site of an earlier "Spanish" lead-silver mine. The pay ore, galena, is found outside mixed with sulfides of zinc and silver. The details of the original hole are not known, and shaft you see today is a re-inking and re-remembering of that older mine. Dame and Vogler probably did not even know the name of the older mine, and gave it the name "Cortez" - a name that is more Anglo-Spanish than New Mexico-Spanish - in recognition of its clear Spanish connection. By the time Dame and Vogler filed their claim the Cortez mine must have been nearly depleted, as there is no subsequent record of anyone working this mine.

William E. Dame, who was born in New Hampshire, arrived in Cerrillos as a 21-year old, and the Cortez was among his first claims. Dame was a life-long Cerrillos miner and founding member of the Cerrillos Assessor's Office. He was the first Cerrillos Town Assessor of trustees, and one of Juddy Kennerly's Rough Riders, answering the battle call in September 1891. He died in Albuquerque in 1931, having just about John G. who arrived in these about the same time as but 2002 out and was still in two years.



ABOVE: A photograph made by George Prentiss in 1880 in the Cerrillos Hills, looking toward the camp. Though the two men in the photo are not identified, they are thought to be John G. Dame on the right.

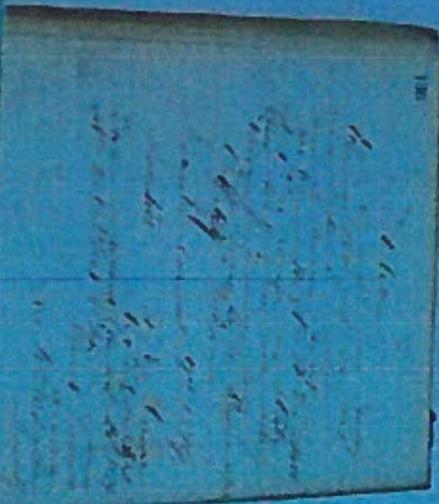
Many of the earliest Spanish silver and lead mines were in this same area. What may be the oldest Spanish mine in New Mexico is about 1,000 feet northeast of here, the Mina del Tiro. Another very ancient galena mine now known as the Hephseba is 1,200 feet beyond.

Some of the 19th century Mina del Tiro operators who may descend from the Cortez are Manuel S. Delgado, and four of his sons, Pablo Delgado, Felipe Delgado, Fernando Delgado, and Felipe B. Delgado, as well as Antonio Ortiz y Salazar, Caspar Ortiz, and Trinidad Abaid. The Delgados, whose ranch house was about 2 leagues north of here (where Bonanza Creek Ranch is now), contributed this part of the Cerrillos Hills until 1879, when they were overwhelmed by the flood of "Anglo" miners.

In 2001 the depth of the partly-filled Cortez shaft was measured at 66 feet. The second, all-Territorial, 49-foot deep shaft 40 feet to the north was filled in 2002. There are also two small prospect pits, one north of the filled shaft and the other west of the filled shaft.

NOTE: The location of the Cortez mine as it was worked in the Cerrillos Mining District is shown on the map.

These records were kept by the recorder at Carbonateville. The site mining camp situated 10 miles north of here.



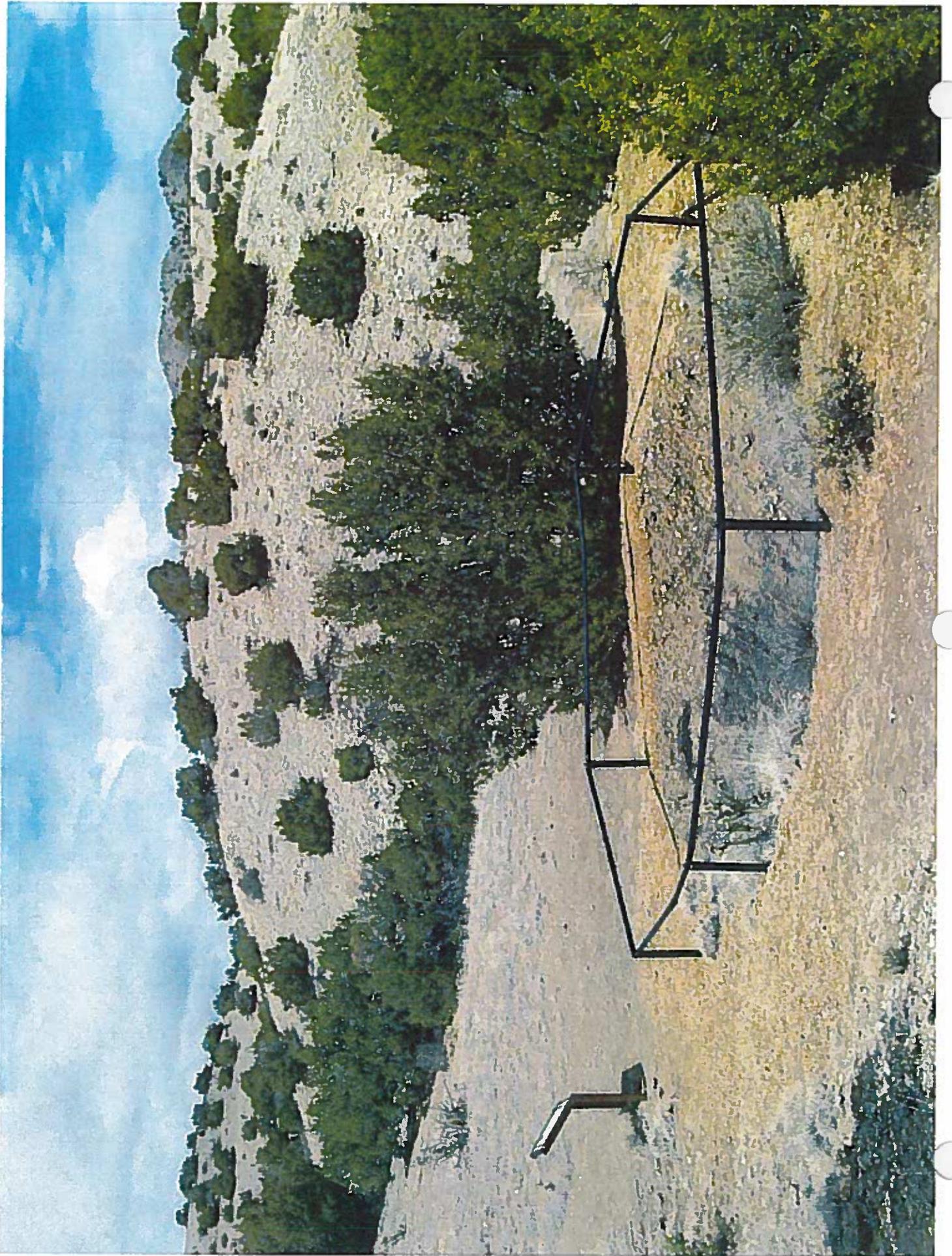
The Cortez marks the southwest the mile-long Cerrillos south vein of galena the major role in the history of New Mexico. Each rich Indian pottery was usually decorated by a rich vegetal connection, but around 1320, as the Salinas began to be used on pots with great quantities of lead glaze decorated pottery was produced by many northern New Mexican and distributed all across the Southwest.

Modern analysis of the relative proportions of those ancient glazes have resulted in the Cerrillos south lode as the primary source decorated pottery.

At the northeast end of this important the Cash Entry mine, which was operating century. There is no evidence that the mine was deeper and probably produced more and silver than any other Cerrillos mine worked before late 1879.

CERRILLOS HILLS HISTORIC PARK

This interpretive display is sponsored by the Cerrillos Tarquino Mining Museum



The Economy, 2009



August 21st - 8:00 PM - 9:00 PM
Stargazing at Cerillos Hills State Park
 The night sky will be filled with stars, planets, and galaxies. We will be using telescopes to view these celestial objects. Bring your own telescope or use the ones we have on hand. Free admission. All ages welcome.

August 22nd - 8:00 PM - 9:00 PM
Stargazing at Cerillos Hills State Park
 The night sky will be filled with stars, planets, and galaxies. We will be using telescopes to view these celestial objects. Bring your own telescope or use the ones we have on hand. Free admission. All ages welcome.

August 23rd - 8:00 PM - 9:00 PM
Stargazing at Cerillos Hills State Park
 The night sky will be filled with stars, planets, and galaxies. We will be using telescopes to view these celestial objects. Bring your own telescope or use the ones we have on hand. Free admission. All ages welcome.

CERRILLOS HILLS STATE PARK
History
 August 26, 7-8pm
 Noble Women Naturalists
 Learn about women of the past and present who have encountered rare species and have discovered porrids to our own species.
 Presented by Karen Horvath.

37 Main Street, Cerrillos
 For more information, call
 505 474-0196
 Free, donations appreciated.

The New Cerrillos Hills State Park
BAT CHAT
 Ranger Matt gives a presentation about one of New Mexico's best understood mammals. We'll take a walk around the village after the show with a bat detector to search for bats.
 Thursday, July 15, 7-8pm
 Park Office, 37 Main Street, Cerrillos
 Free, donations appreciated
 505 474-0196

CERRILLOS HILLS STATE PARK
Astronomy
 SATURDAY, NOVEMBER 13
 7-9 PM
 Check out the beauty of the night sky above Cerrillos Hills State Park with Ranger Peter Lipscomb. We will begin the evening with a green-laser guided tour of main stars and constellations before sampling close up views of our clusters, nebulae, distant galaxies, and the planet Jupiter through the park's telescopes.
 Meet at the park parking lot off County Road 36, 1/2 mile north of Cerrillos village.
 \$5 per vehicle
 For more information, call 474-0196 or e-mail peter.lipscomb@state.nm.us

July 20th - 8:00 PM - 9:00 PM
Stargazing at Cerillos Hills State Park
 The night sky will be filled with stars, planets, and galaxies. We will be using telescopes to view these celestial objects. Bring your own telescope or use the ones we have on hand. Free admission. All ages welcome.

July 21st - 8:00 PM - 9:00 PM
Stargazing at Cerillos Hills State Park
 The night sky will be filled with stars, planets, and galaxies. We will be using telescopes to view these celestial objects. Bring your own telescope or use the ones we have on hand. Free admission. All ages welcome.

July 22nd - 8:00 PM - 9:00 PM
Stargazing at Cerillos Hills State Park
 The night sky will be filled with stars, planets, and galaxies. We will be using telescopes to view these celestial objects. Bring your own telescope or use the ones we have on hand. Free admission. All ages welcome.

April 2011 Programs at Cerrillos Hills State Park

April 16 - 8:00 PM - 9:00 PM
Stargazing at Cerillos Hills State Park
 The night sky will be filled with stars, planets, and galaxies. We will be using telescopes to view these celestial objects. Bring your own telescope or use the ones we have on hand. Free admission. All ages welcome.

April 17 - 8:00 PM - 9:00 PM
Stargazing at Cerillos Hills State Park
 The night sky will be filled with stars, planets, and galaxies. We will be using telescopes to view these celestial objects. Bring your own telescope or use the ones we have on hand. Free admission. All ages welcome.

April 18 - 8:00 PM - 9:00 PM
Stargazing at Cerillos Hills State Park
 The night sky will be filled with stars, planets, and galaxies. We will be using telescopes to view these celestial objects. Bring your own telescope or use the ones we have on hand. Free admission. All ages welcome.

CERRILLOS HILLS STATE PARK
APRIL EVENTS
 Thursday, April 14, 8:00 PM - 9:00 PM
 Stargazing at Cerillos Hills State Park
 The night sky will be filled with stars, planets, and galaxies. We will be using telescopes to view these celestial objects. Bring your own telescope or use the ones we have on hand. Free admission. All ages welcome.

Friday, April 15, 8:00 PM - 9:00 PM
Stargazing at Cerillos Hills State Park
 The night sky will be filled with stars, planets, and galaxies. We will be using telescopes to view these celestial objects. Bring your own telescope or use the ones we have on hand. Free admission. All ages welcome.

Saturday, April 16, 8:00 PM - 9:00 PM
Stargazing at Cerillos Hills State Park
 The night sky will be filled with stars, planets, and galaxies. We will be using telescopes to view these celestial objects. Bring your own telescope or use the ones we have on hand. Free admission. All ages welcome.

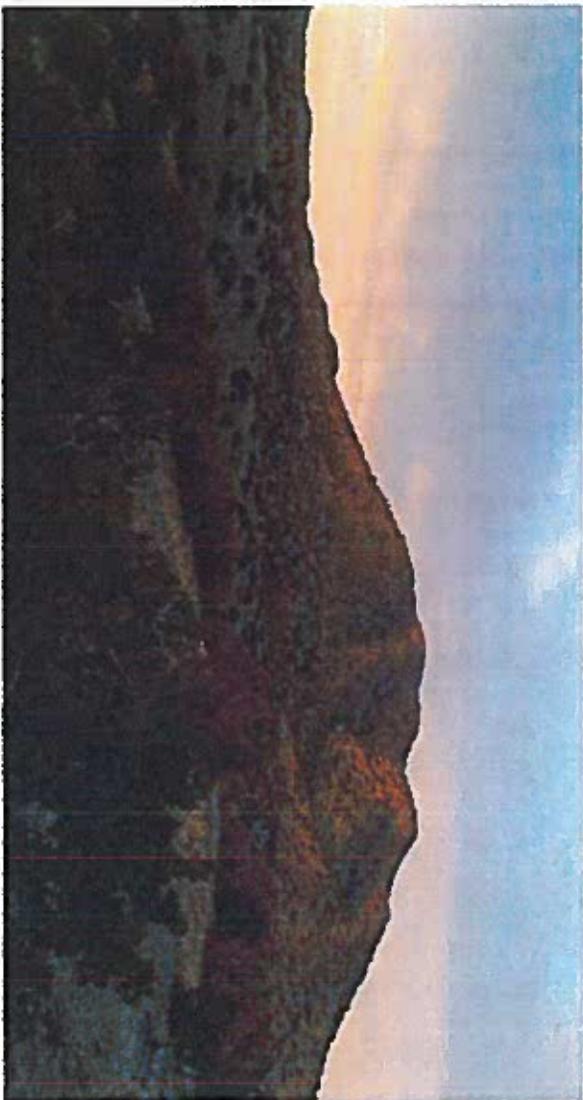
CERRILLOS HILLS STATE PARK
PROGRAMS GUIDE
 APRIL - JUNE 2011

Plan to see 10 programs at Cerillos Hills State Park. Each program is free and open to the public. Space is limited. Reservations are not required. For more information, call 474-0196 or visit www.cerrillos-hills-state-park.com

1. Stargazing at Cerillos Hills State Park
 2. Bat Chat
 3. History
 4. Astronomy
 5. Nature
 6. Art
 7. Music
 8. Dance
 9. Theater
 10. Film

For more information, call 474-0196 or visit www.cerrillos-hills-state-park.com

Better igneous than ignorant



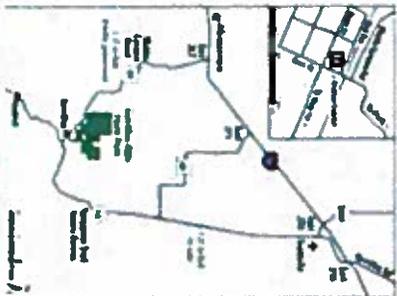
 Forward to a Friend

Cerillos Hills State Park

Saturday February 22, 1-3pm
Geology Hike
with Scott Renbarger

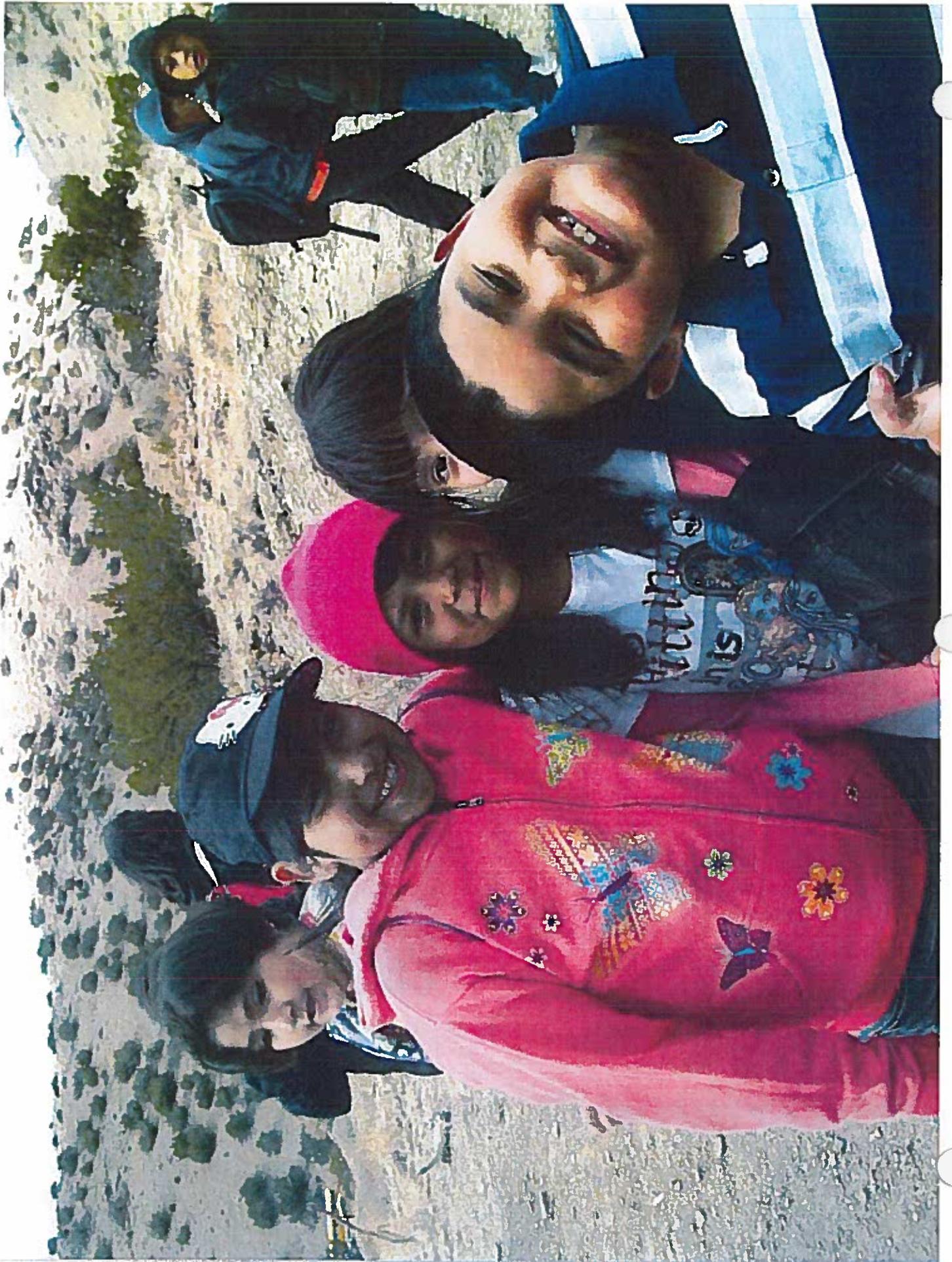
The long mining history of the Cerillos Hills, from 700AD to the present, would be very different without a few key geological events that occurred some 30 million years ago. Walk on an ancient seabed and through the bowels of a former volcano this Saturday with Scott, our excellent volunteer geology guide.

Meet at the park entrance, 1/2 mile north of Cerillos Village on County Road 59. \$5 per vehicle, exact change or check.



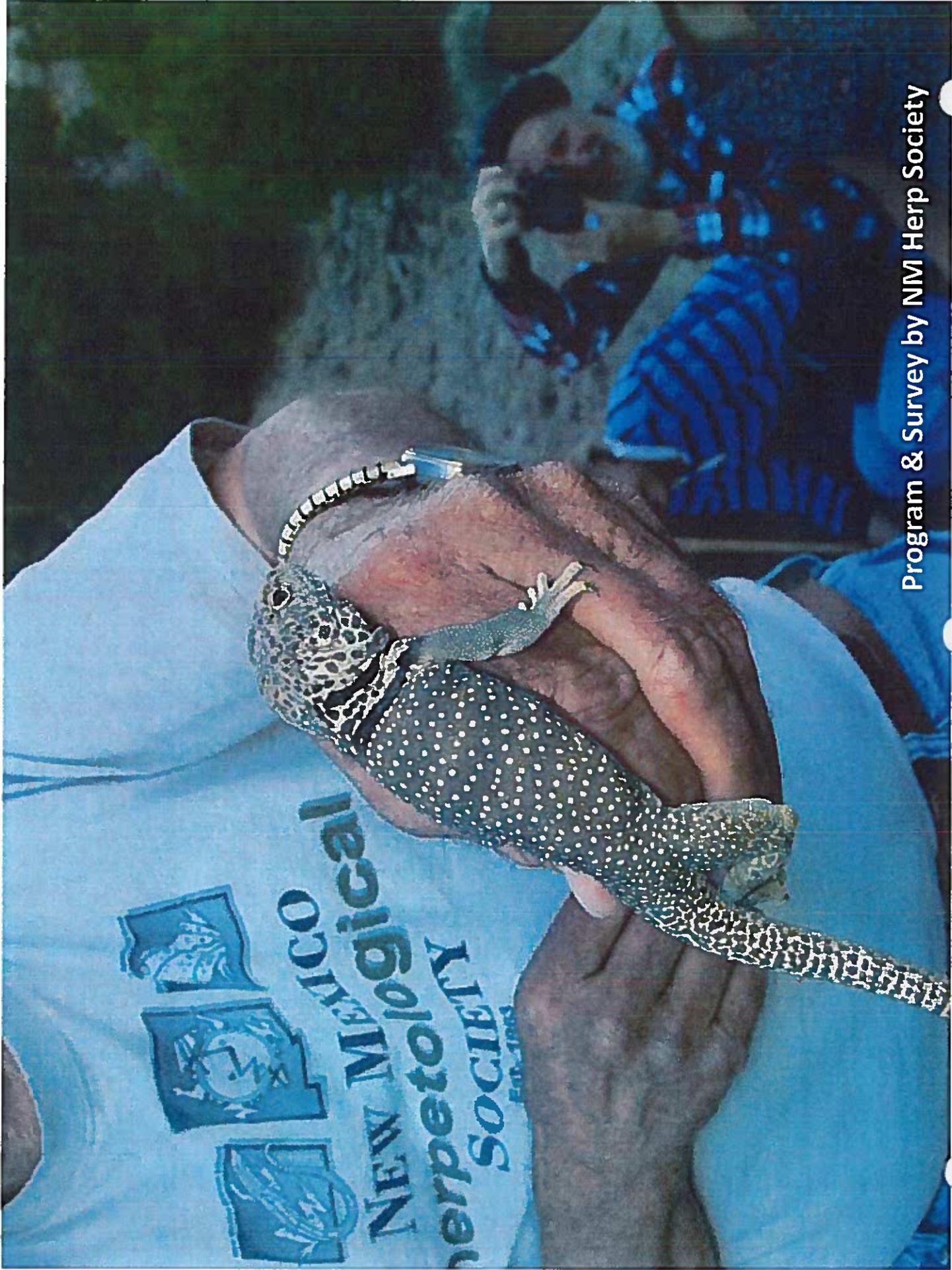
Park Location & Hours

The park is open sunrise to 9pm daily. The entrance is off County Road 59, about 1/2 mile north of



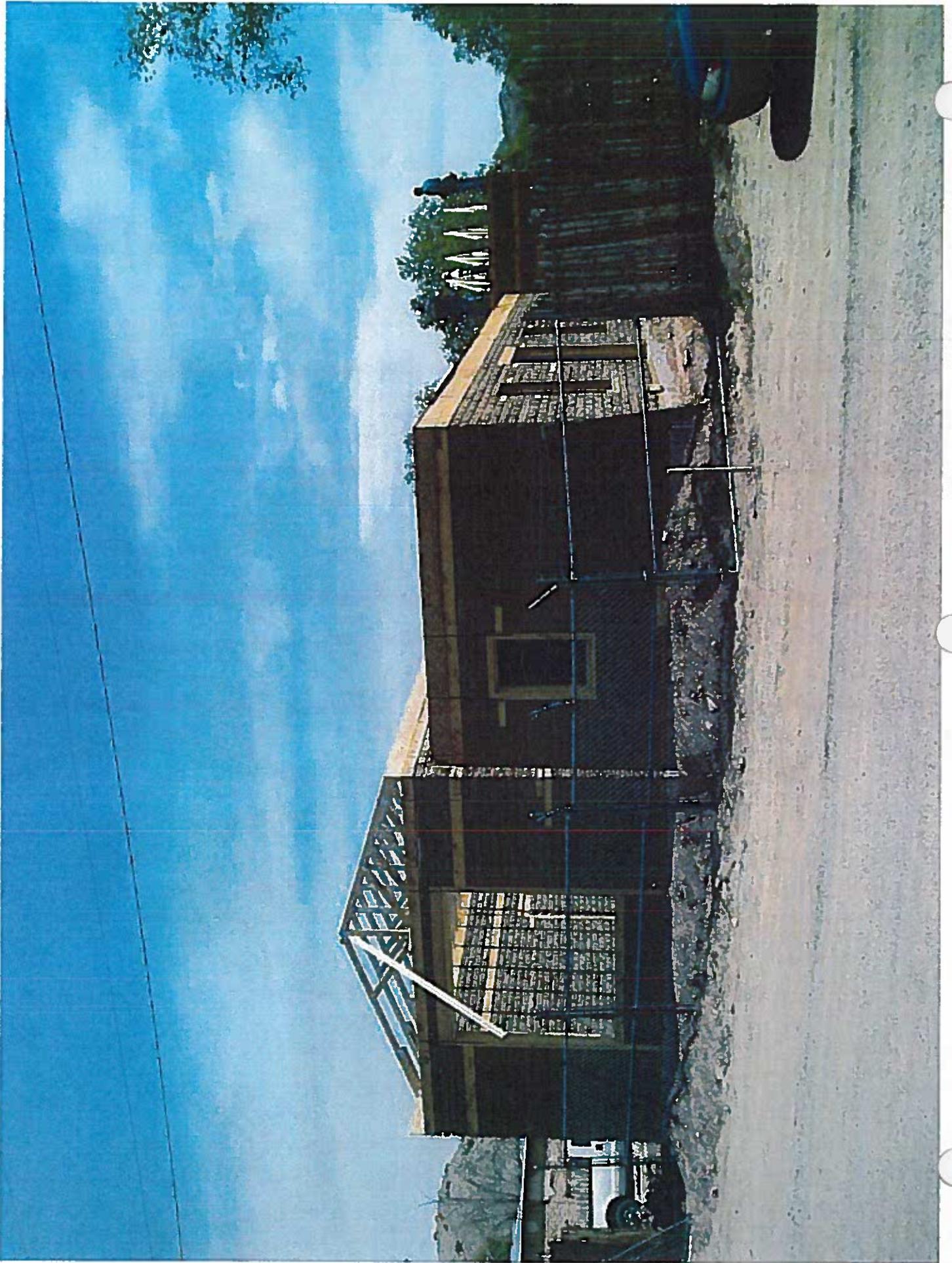


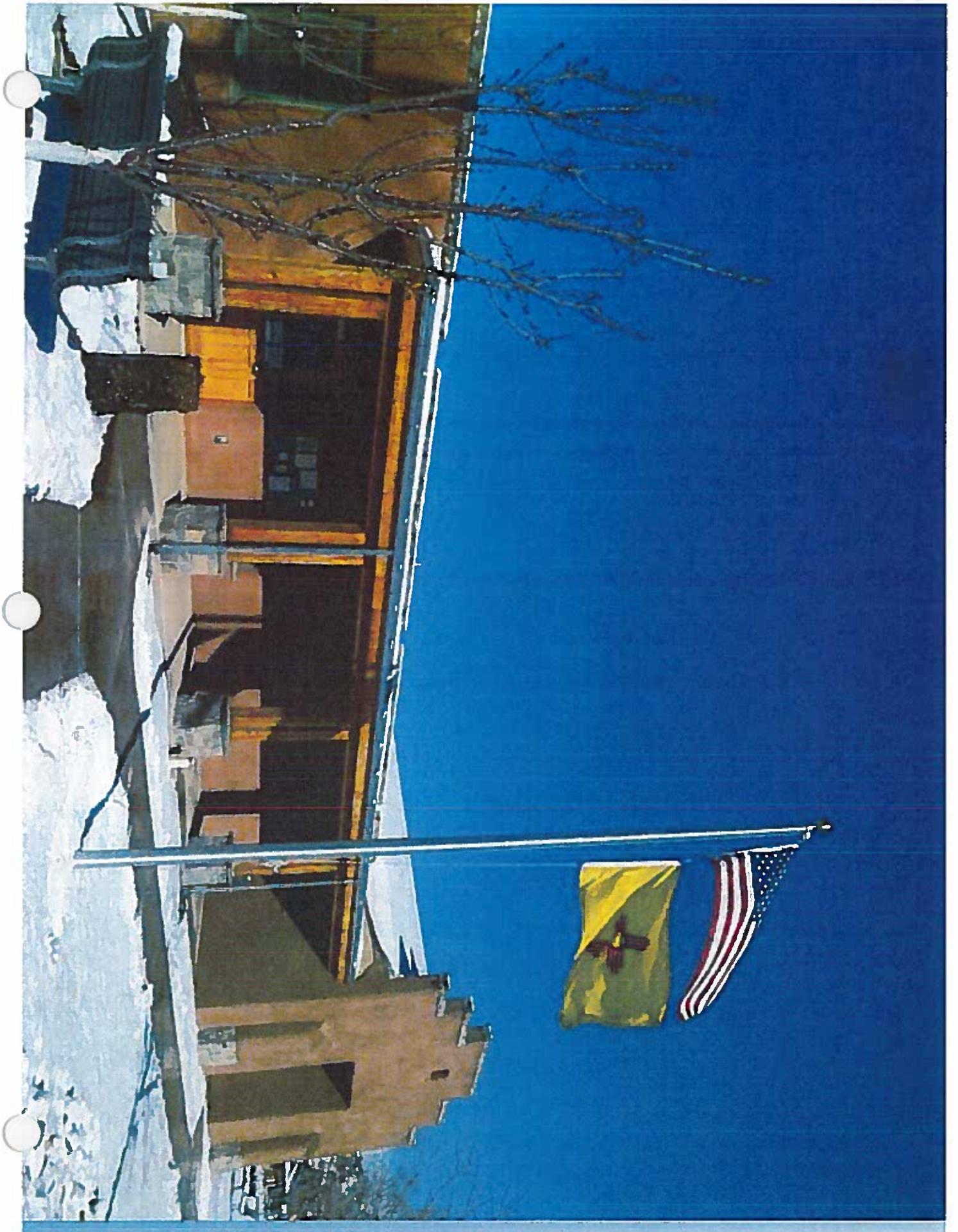
Transit of Venus. Photo: Les Hancock



Program & Survey by NM Herp Society

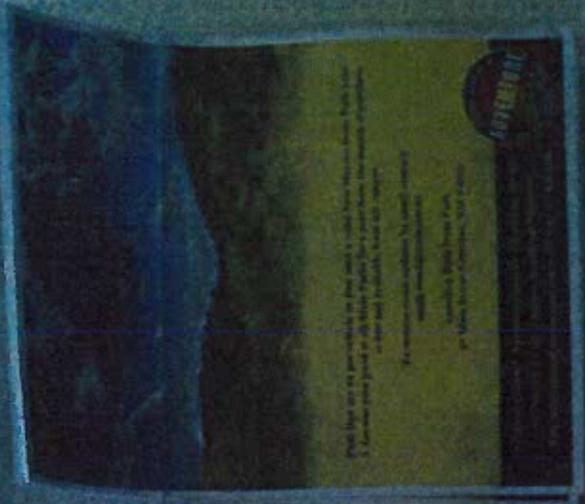
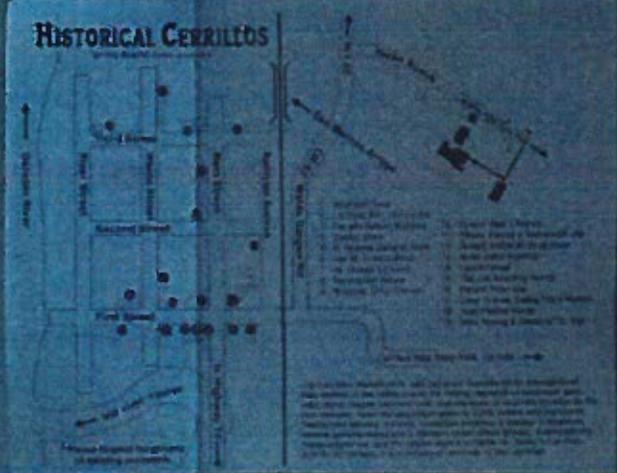
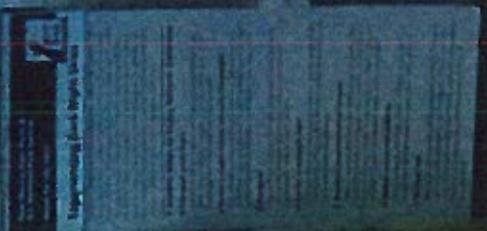
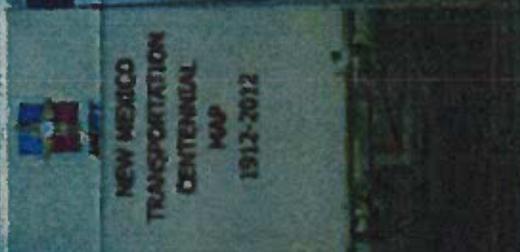






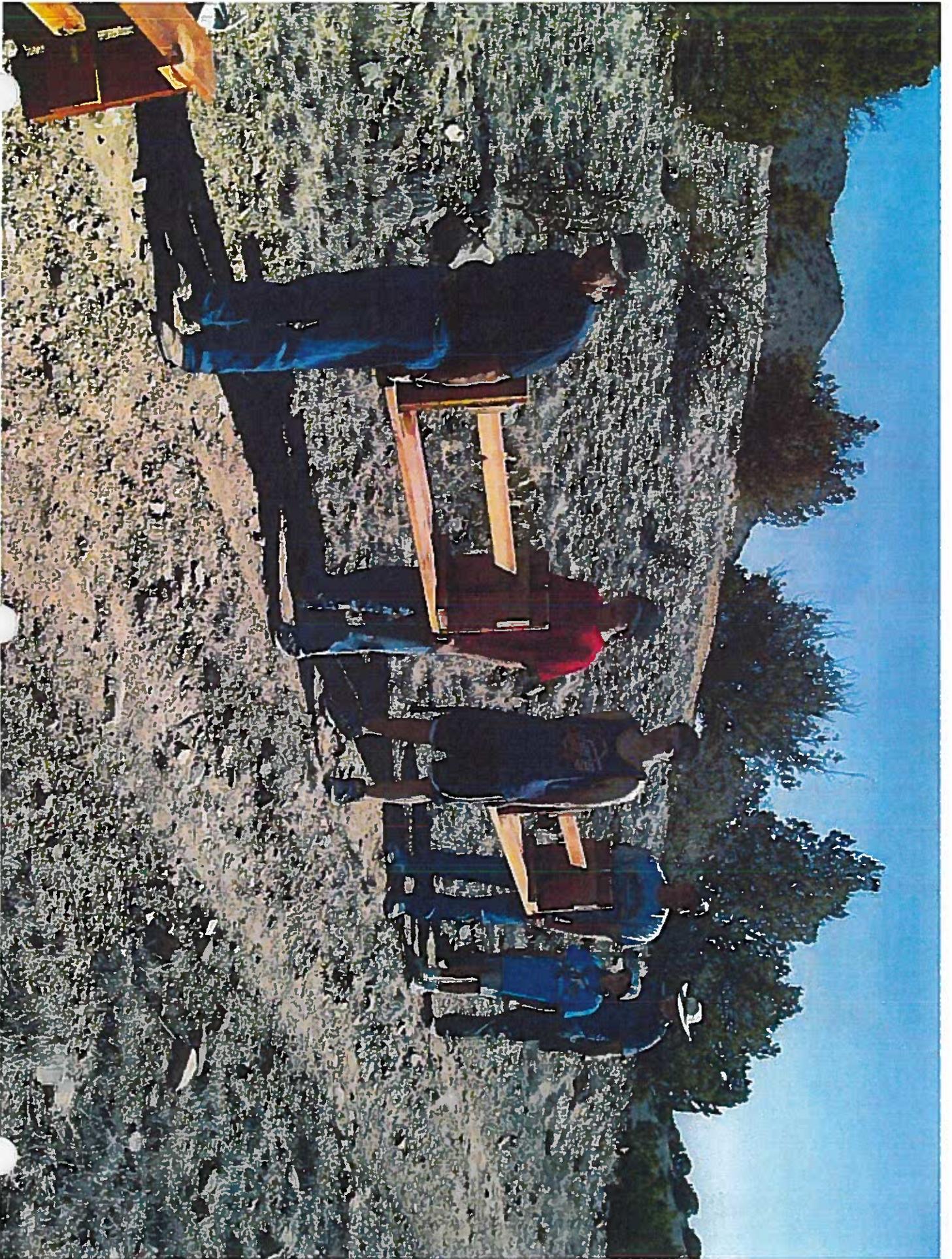








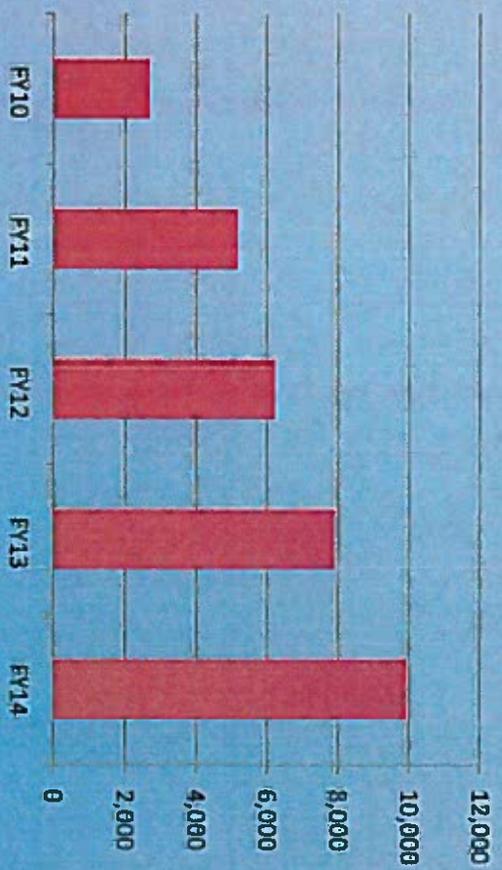
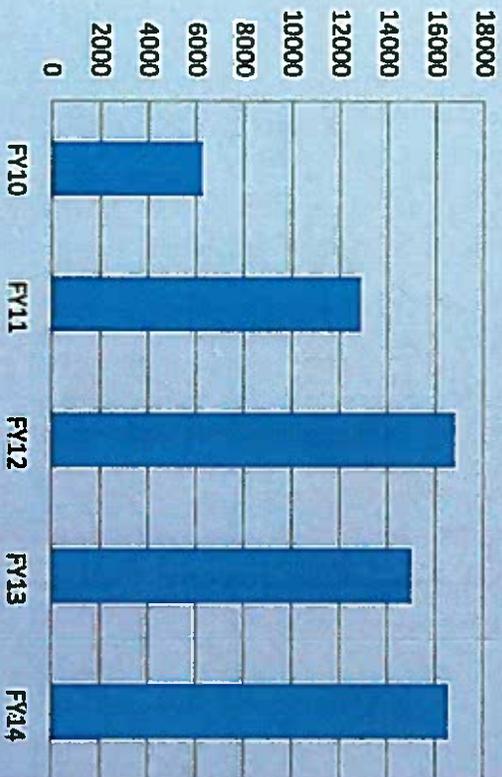


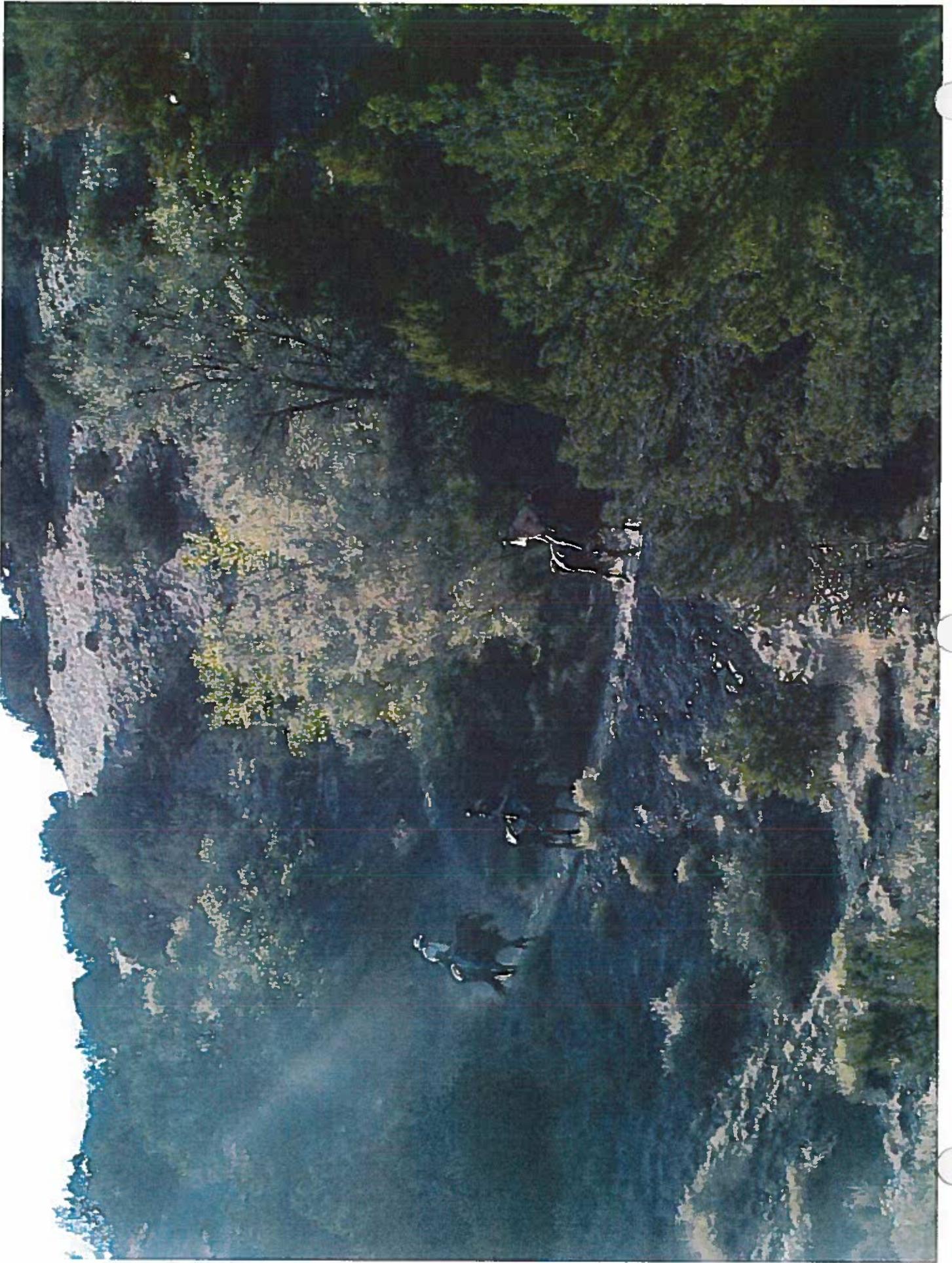




Cerrillos Hills State Park

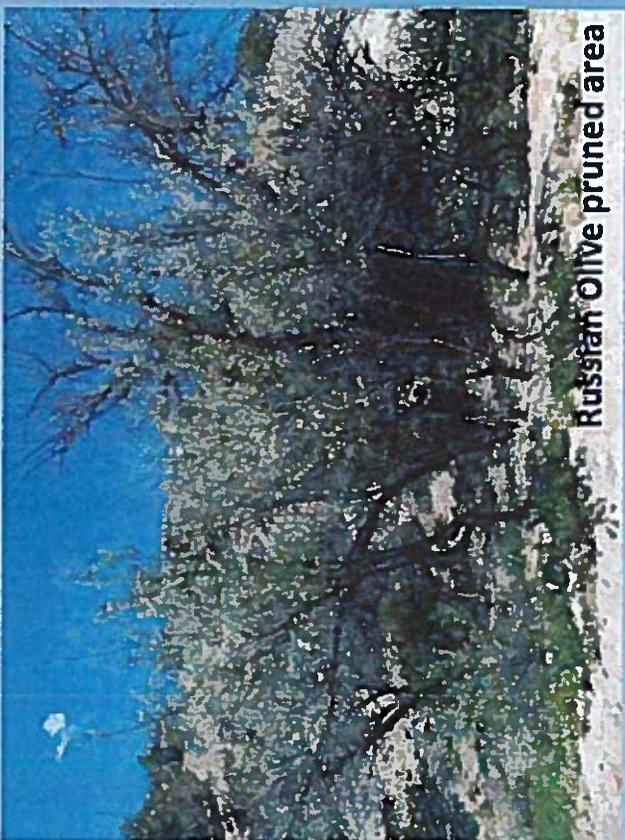
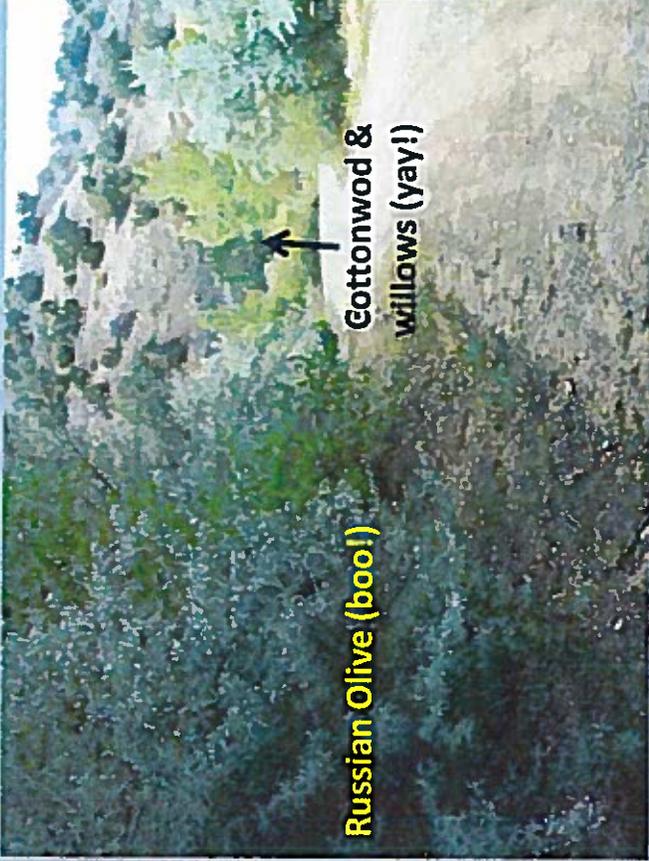
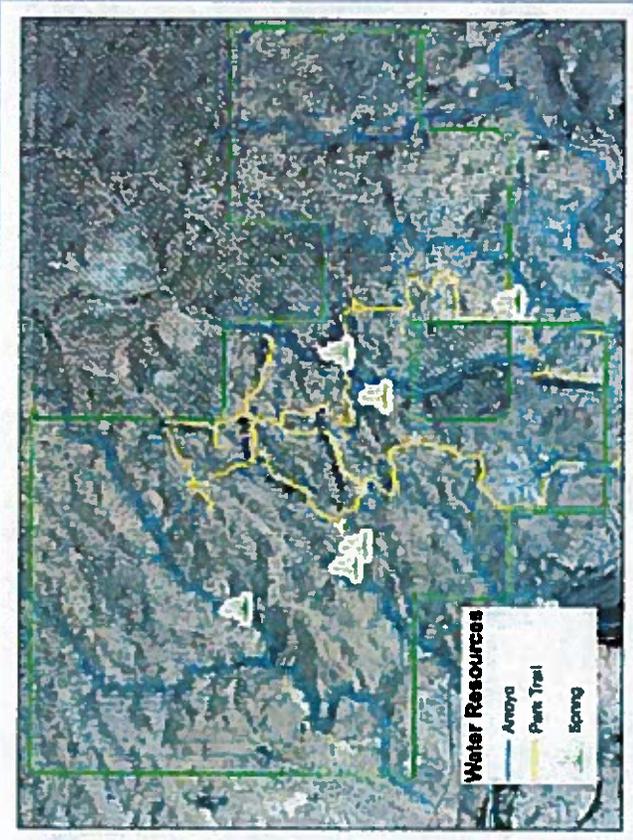
Revenue 2010-2014 Visitation





Action Items

PROGRAM AREA	TASK	COST ESTIMATE	PROJECT LEAD
Recreation	Improve & expand trail system	\$25,000	Park staff, Santa Fe staff, RTP (Recreational Trail Program)
Facilities	Visitor Center "Plaza" design & implementation	\$10,000	Park staff
Management	Pursue easements where needed	\$0	Park & County staff
Interpretation	Update outdoor interpretive signs	\$7,000	Park staff & historian volunteer; Grant through Friends' group
Facilities	Redesign main entrance parking, ADA improvements at vault toilet & erect additional vault toilet	\$65,000	Santa Fe staff
Management	West side management strategy	\$2,000 - \$7,000	Park staff
Resource	Remove Russian Olive invasives.	\$2,000	Park staff
Facilities	Make Village View trail ADA accessible & construct group shelter on trail	\$100,00	Santa Fe staff
Recreation	Shelter at Escalante picnic area & new benches/picnic tables	\$12,000	Park staff
Interpretive Facilities	Construct a replica headframe over one of the mines & display large mining artifacts along trail	\$2,000	Park staff & historian volunteers; Friends group
Resource	Designate conservation areas, public education	\$0	Park staff
Interpretation	Exhibit room	\$40,000	Park staff

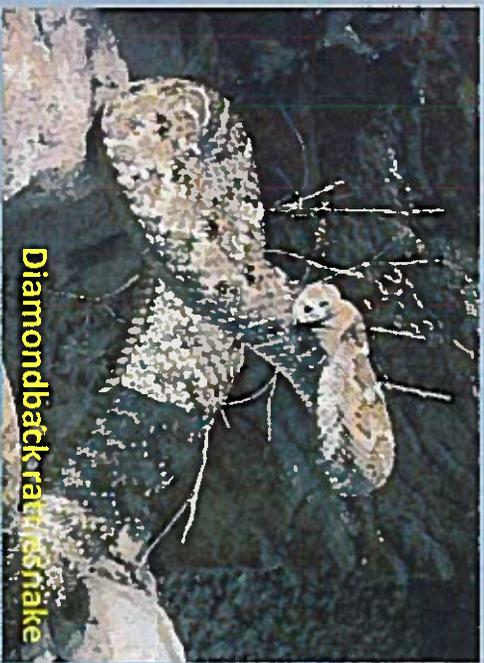




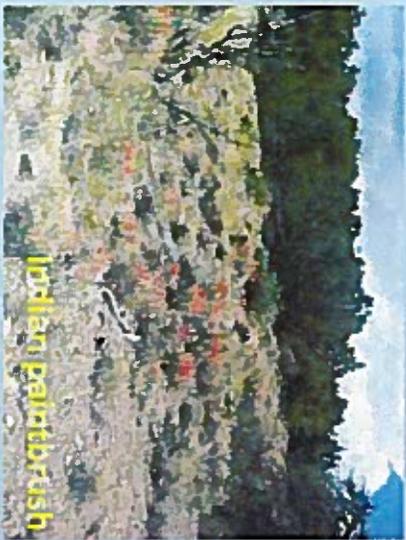
Farantula



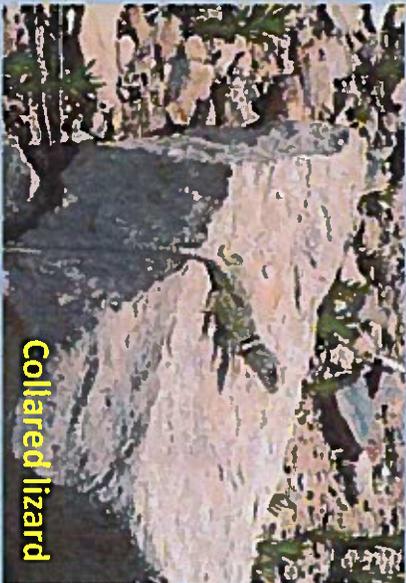
Bluestem grass turns red in autumn



Diamondback rattlesnake



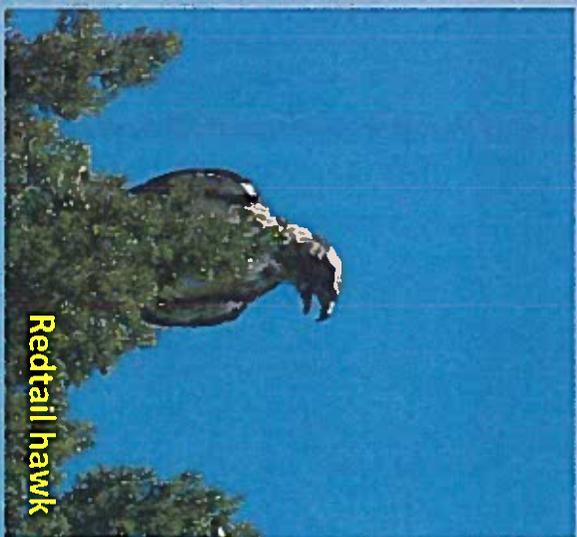
Ipallan palatbrush



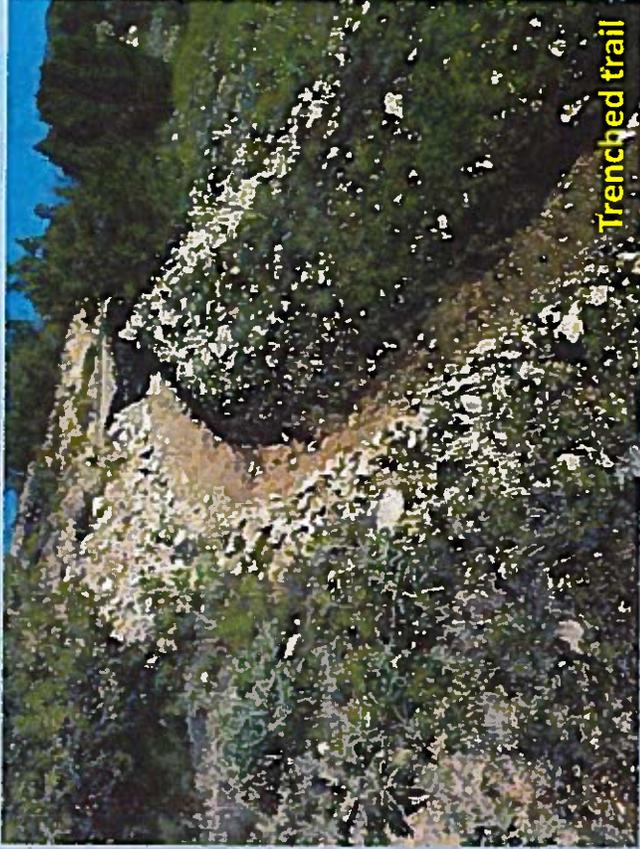
Collared lizard



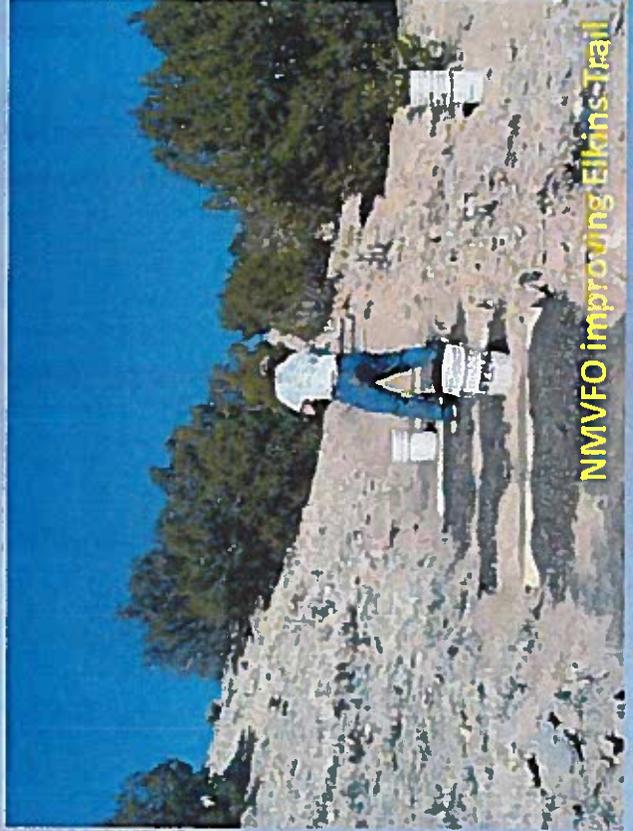
Great Horned Owl sitting on nest



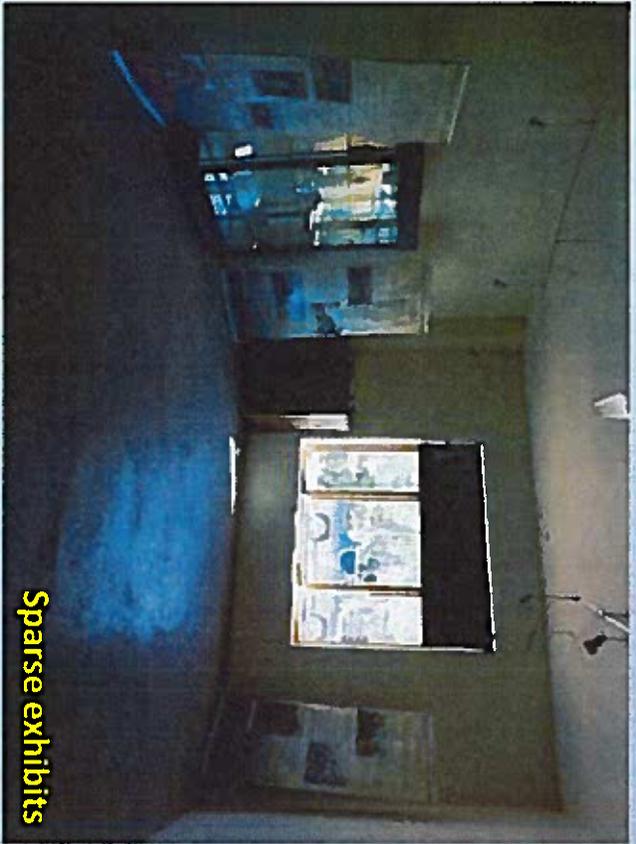
Redtail hawk



Trenched trail



NMVFO improving Elkins Trail



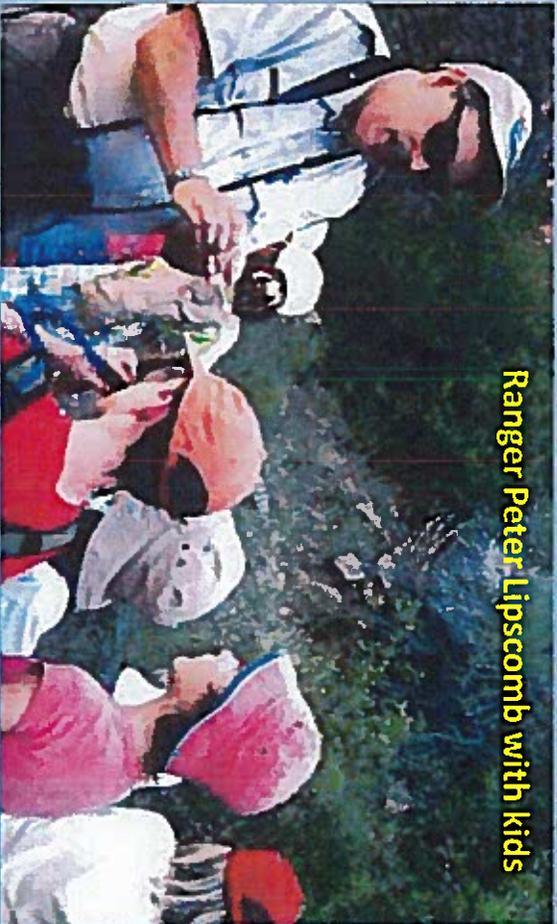
Sparse exhibits



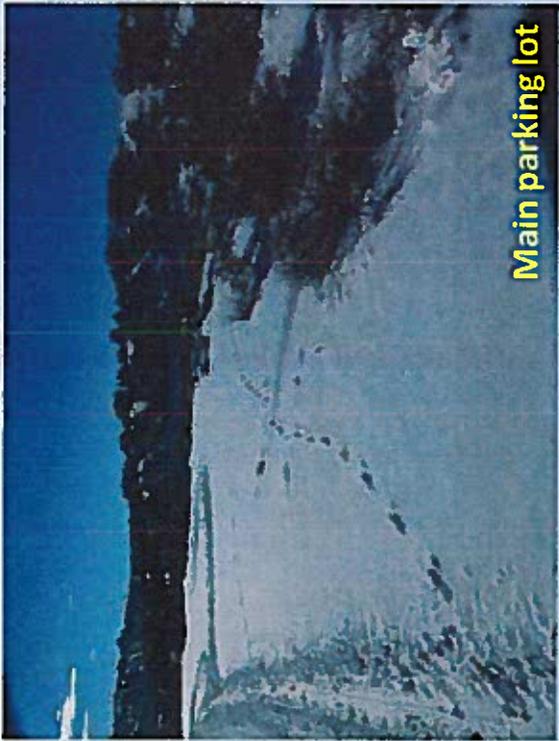
Signage at a mine shaft



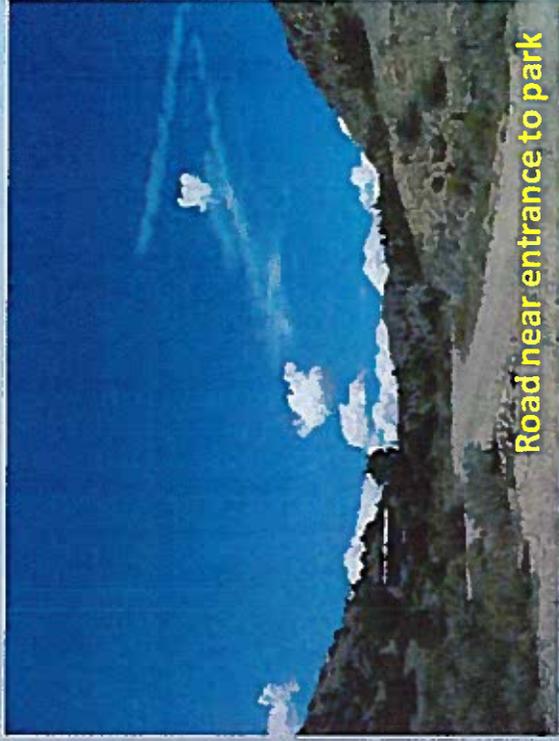
Photo by J. J. [unreadable]



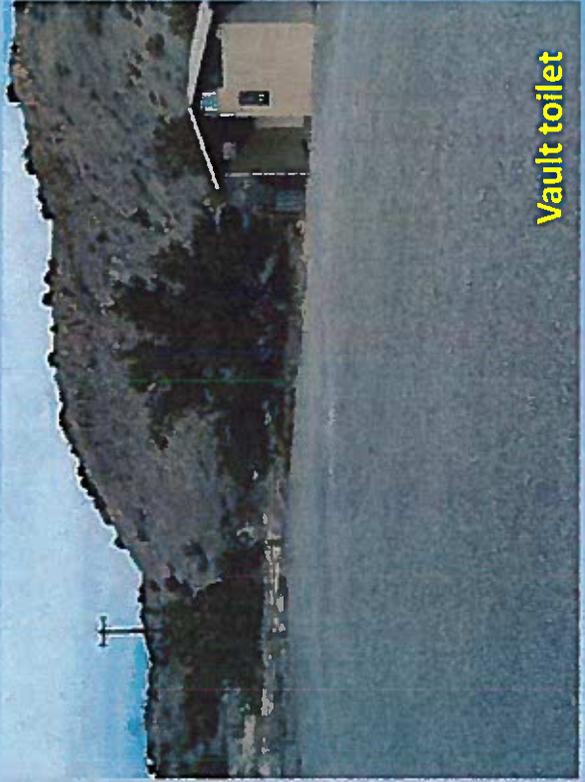
Ranger Peter Lipscomb with kids



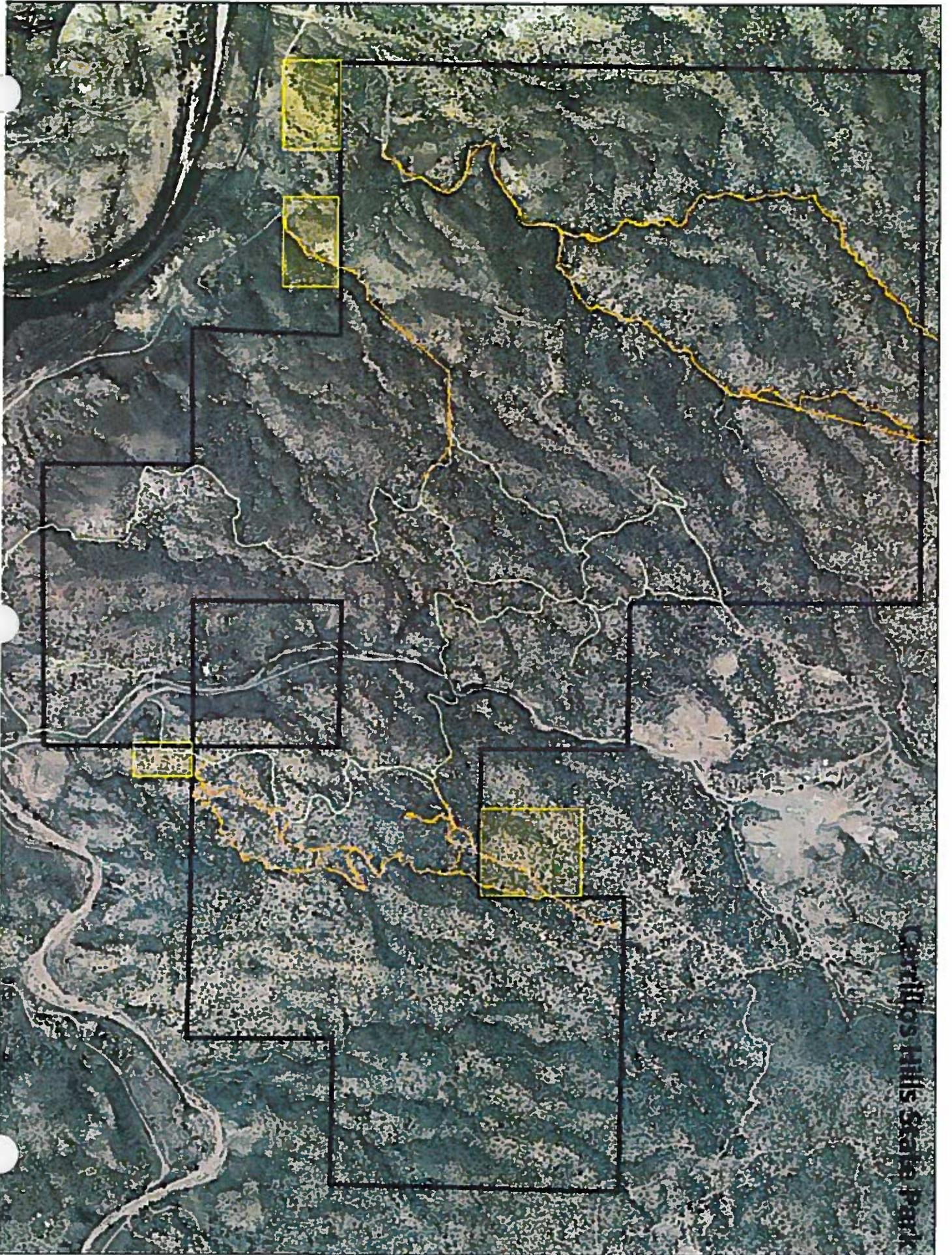
Main parking lot



Road near entrance to park



Vault toilet



Carrizo Hills State Park



Cable gate damage

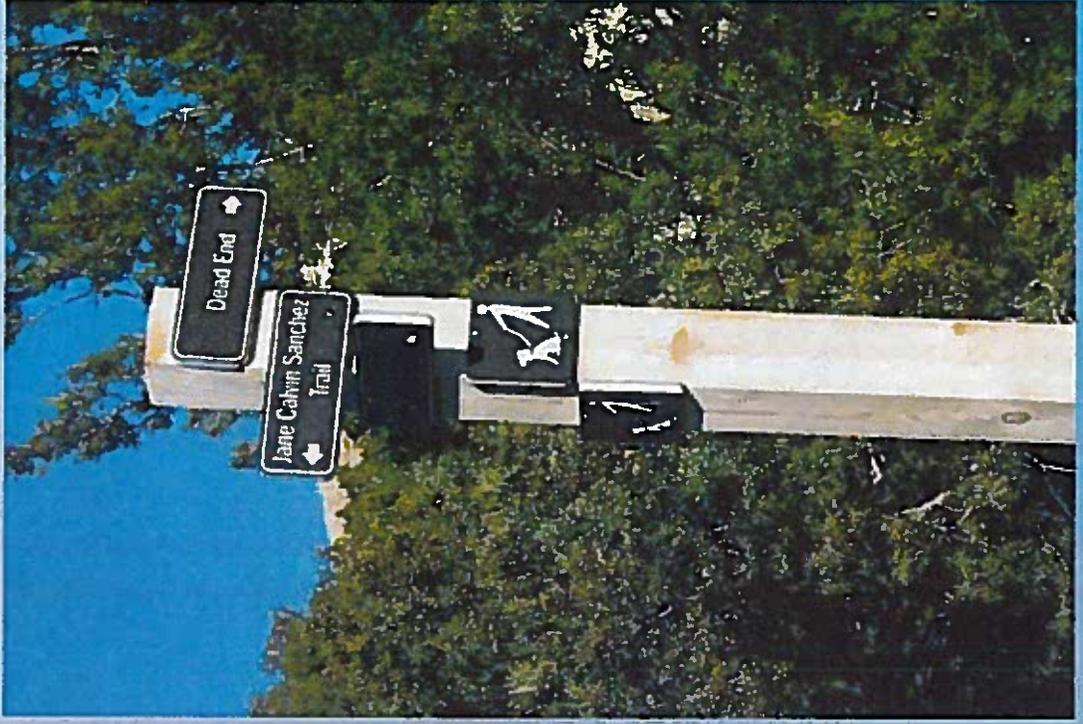


Party trash

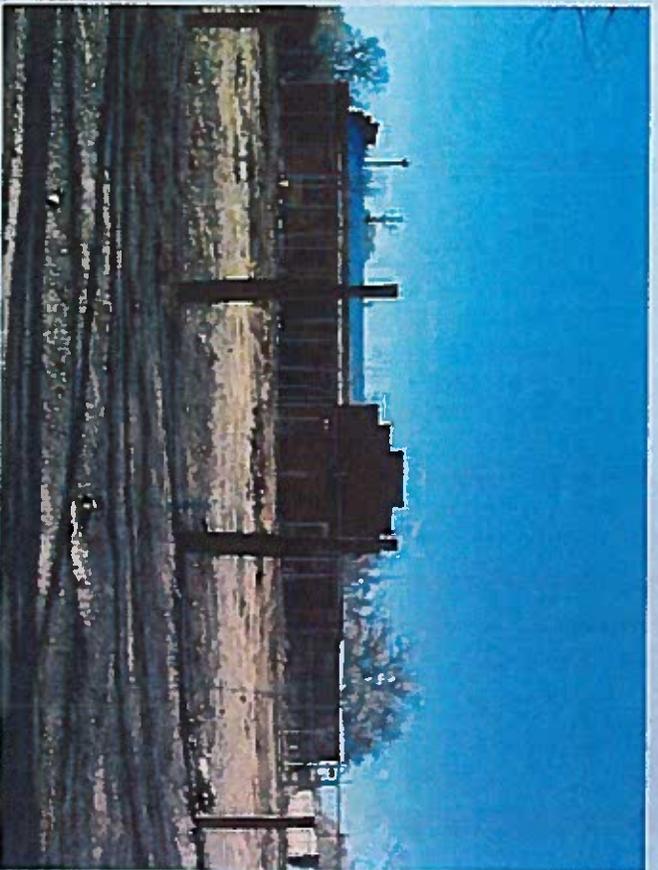




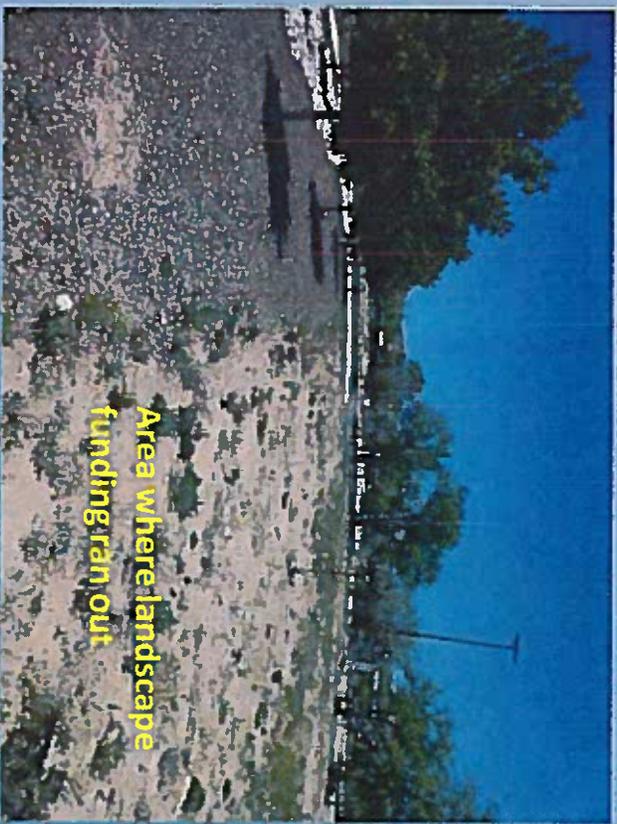
Picnic area

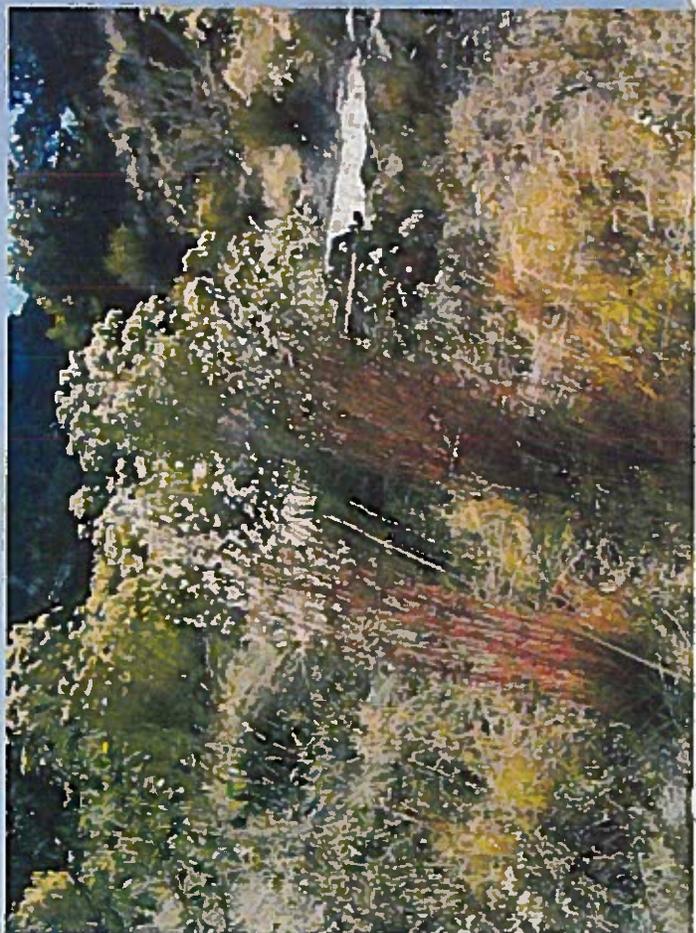
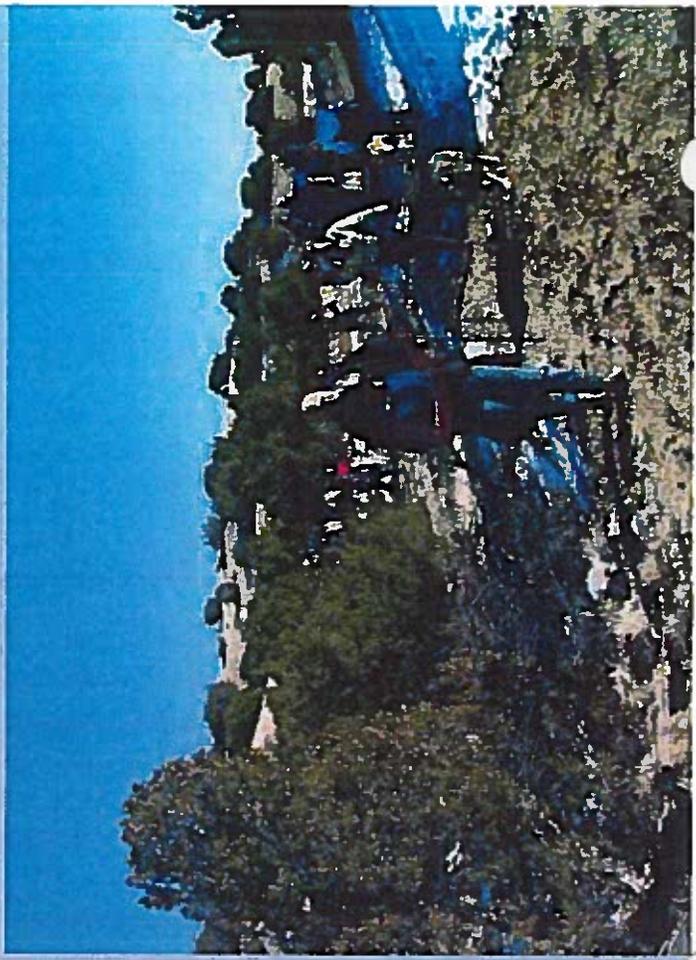


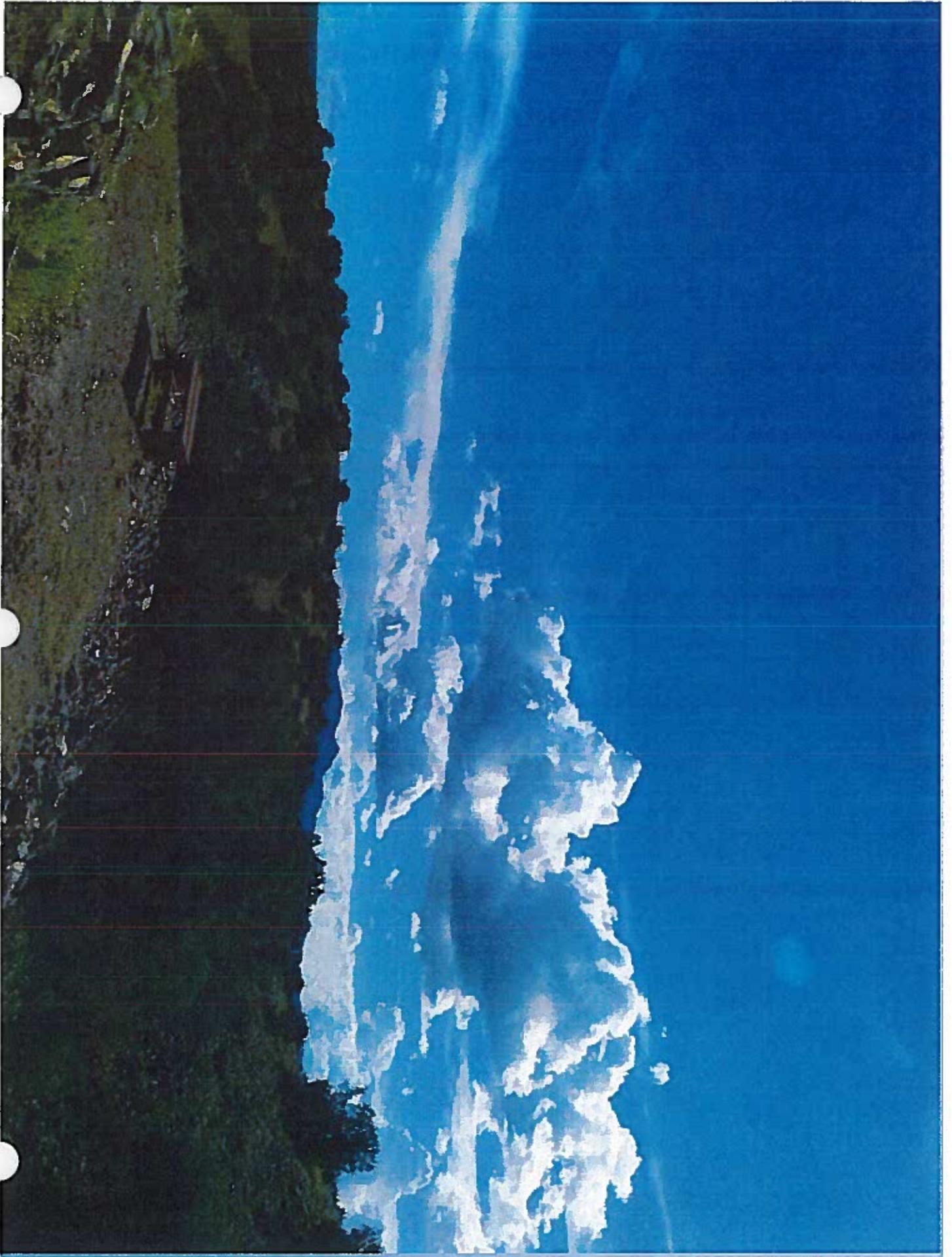
View from street in front of Visitor Center



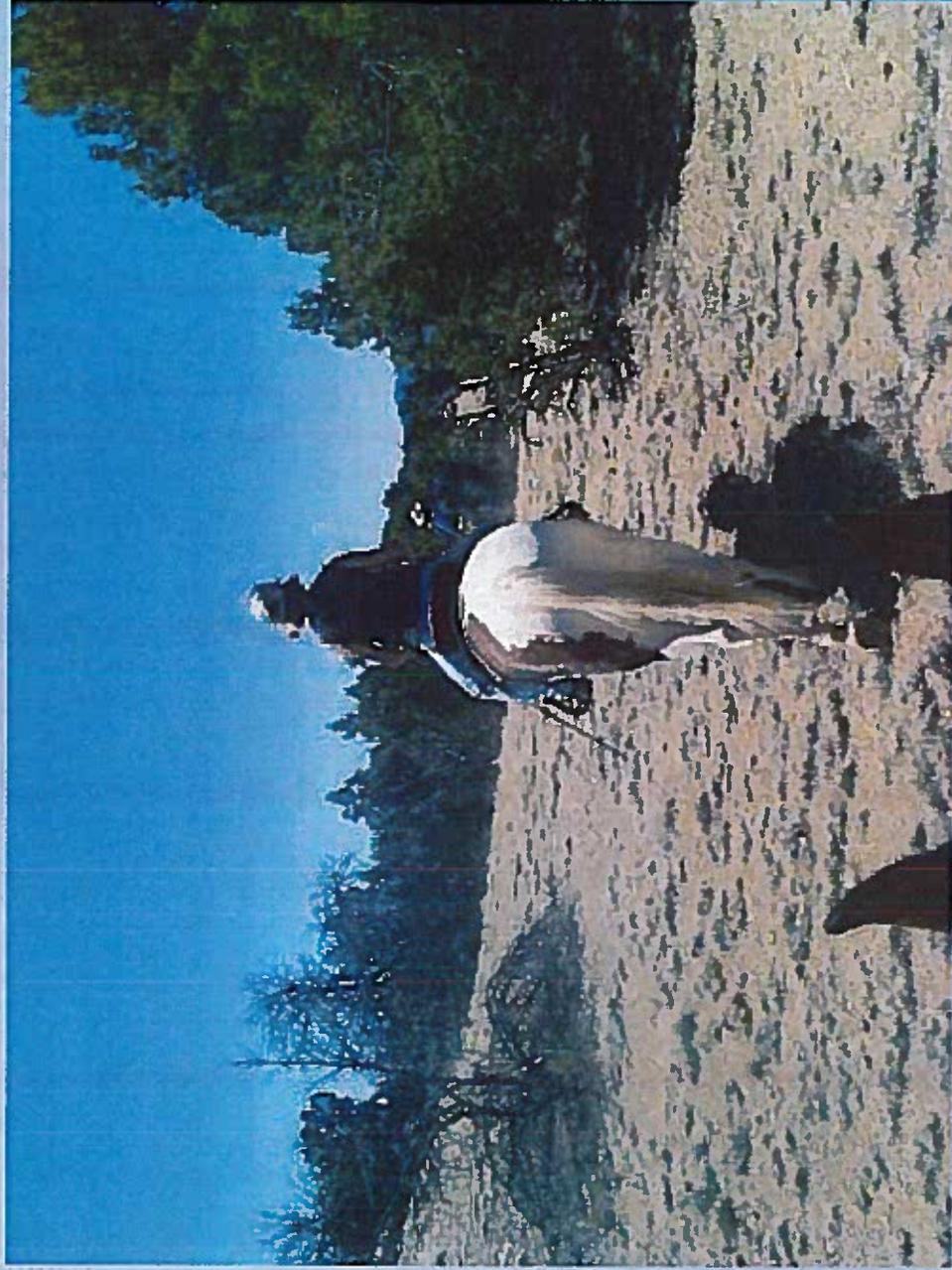
**Area where landscape
funding ran out**







The End



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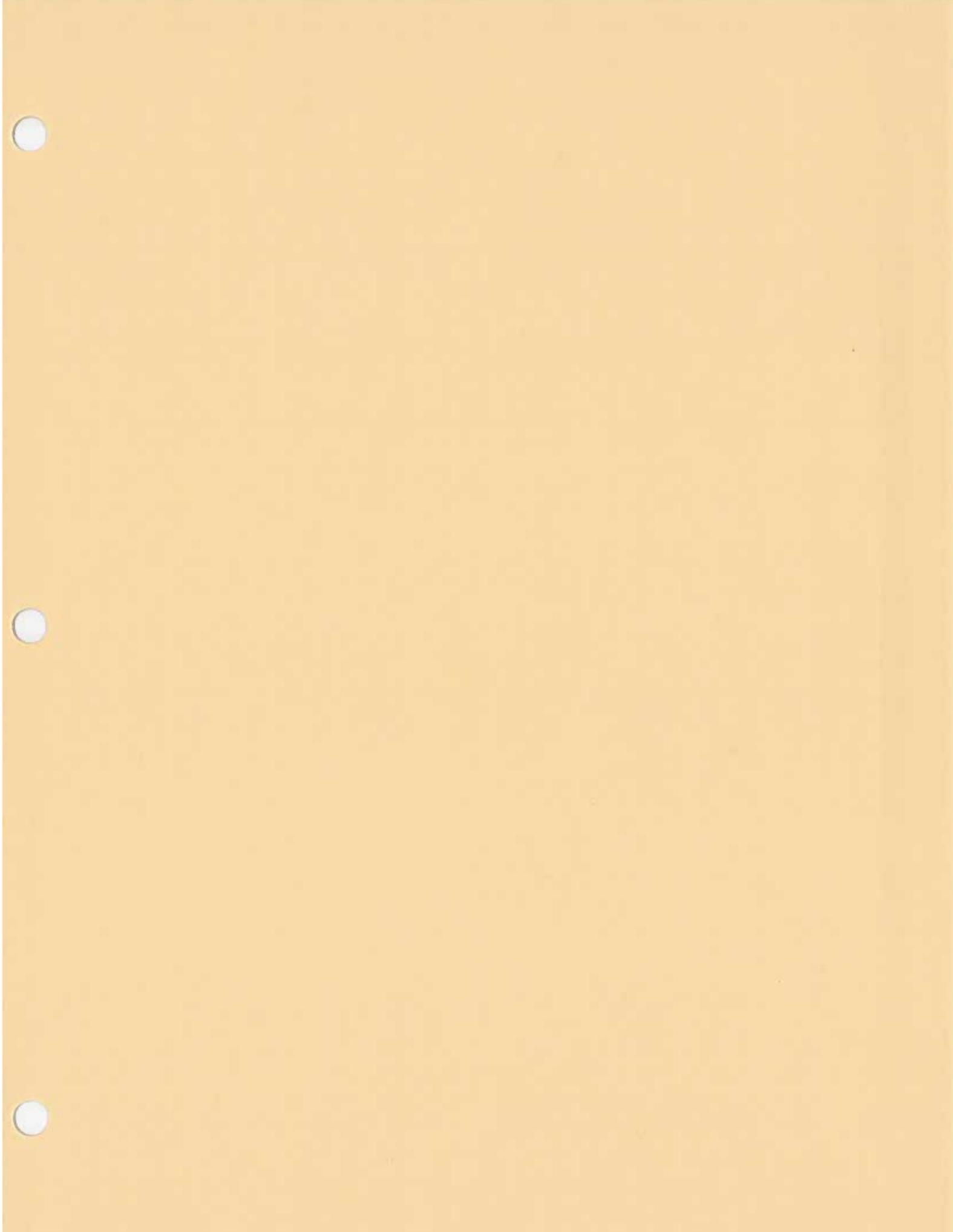
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EXECUTIVE SESSION



Daniel "Danny" Mayfield
Commissioner, District 1

Miguel M. Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

Date: May 14, 2014

To: Board of County Commissioners

From: Penny Ellis-Green, Growth Management Director 

Via: Katherine Miller, County Manager 

Re: Growth Management Monthly Report –April 2014

This report is a summary of projects for Growth Management with statistics from April 2014. Growth Management consists of 3 divisions; Planning, GIS and Building and Development Services.

Planning Division

Affordable Housing

Five months of work with a public housing tenant with household income at 50% of Area Median Income, single mother of three, resulted in a closing of a Rancho Viejo resale, 4 bedroom 1500 sf home; total subsidy package of \$146,000 enabled the buyer to move into this home with a PITI payment under \$600 per month; she is a hospitality worker;

Prepared a purchase contract and structured financing for a resale Turquoise Trail home where the Buyer, a County employee, single man with income of 81% of Area Median Income, has contracted to purchase the home; closing is set for June. We have been working with this Buyer for 3 months.

Committed to providing \$10,000 in down payment assistance for a family of 4 to buy an existing affordable home in Glorieta; husband is a maintenance worker and wife is a health technician;

The first affordable home built under the new La Entrada affordable housing agreement was closed; down payment assistance in the amount of \$10,000 was provided to a single man, household income of 81%, a teacher in a private Catholic school.

Conducted inspections and prepared five scopes of work and bid packages for Happy Roofs projects, 2 in Chimayo, 1 in Glorieta, 1 in Southwest Santa Fe and 1 in Valle Vista; bid responses are due in May.

Community Planning

Chimayó Community Plan:

Planning staff released the Chimayó Community Draft Plan at an open house and a presentation on the draft was held on April 24th at the Bennie J. Chavez Community Center. Ads were placed in the Rio Grande Sun and approximately 1500 brochures were sent out to advertise the event. The brochures summarized the document and highlighted some of the key issues and recommendations included in the draft plan.

The Open House was attended by over 60 community members. The community is in a 4-6 week process of reviewing and making comments regarding the draft, strategies and/or project ideas.

Economic Development

Staff attended the NM Economic Development Summit in Hobbs, through the summit staff connected with site selectors (for business recruitment) and is now working with NM Partnership, RDC, City on organizing a Fam Tour for site selectors from around the country

Staff initiated discussions regarding a new PBS TV station for northern NM, as referenced in the Economic Development Plan and met with Portales PBS TV KNEW and gleaned possible FTEs, operating budget and workforce development.

Staff coordinated film production for Longmire and Jubilee productions on SFC property (Old Judicial Complex and Public Works)

The Arts, Culture, Cultural Tourism Resolution passed the Board of County Commissioners unanimously, staff will proceed with advertising for committee members.

Open Space

Open Space, Trails and Parks Action Plan. An RFP for a Resources Inventory and Assessment in support of the Open Space, Trails and Parks Plan was posted in April. The purpose of the Resource Inventory and Assessment is to provide baseline information for open space, trails and parks planning; to guide development of countywide goals and strategies for resource conservation and management; and to identify priority areas for resource conservation and open space acquisition. Proposals are due on May 22, 2014.

Petroglyph Hill Tours. In response to the immense response to the County's announcement of three tour dates for Petroglyph Hill, Open Space and Trails Planner is working to set two additional tour dates in 2014. Spaces on the two additional tours will be offered on a first-come-first-served basis, in the order inquiries were received from those currently on the waiting list. Tour dates are limited due to the need to ensure protection of the sensitive archaeological and natural resources at the site until such time as the County has developed trails and adopted a management plan.

Cerrillos Hills State Park Management Plan. CHSP staff have prepared a Park Management Plan and have requested input and approval from the County. State Parks staff will present the Park Management Plan to the BCC and to COLTPAC in May, and a public review/comment period will follow. Once a final draft is complete, State Parks will seek County approval and final EMNRD approval of the Plan.

Zoning Map Adoption Draft Public Review and Comment Process

Santa Fe County sent out over 34,000 letters to property owners in the County using the mailing addresses from the County Assessor's Department and other available data sources for mailing

addresses. The mailings included information on the zoning map adoption process and the notice of public hearings scheduled for May 28th and June 25th.

Office Hours on the zoning map adoption draft were held from April 15th through May 2nd to discuss the zoning map. Office hours were held in the County Administrative Offices and in each Growth Management Area of the County (Edgewood Senior Center, Eldorado Satellite Office, Nancy Rodriguez Community Center , Pojoaque Satellite Office). Approximately 200 people attended the office hours.

Building and Development Services Division

Permits and Development Review

The following statistics are provided for permits and approvals issued in April 2014:

	April 2014
New Residential Permits - Stick Built Homes	19
New Residential Permits - Mobile Homes	2
Commercial Building Permits	0
Number of Lots Created – Subdivision Exemptions	4 lots
Summary Review Subdivisions	4 lots
Subdivisions	0 lots
Commercial Business Licenses	3
Home Occupations Business licenses	2
Film Permits	2

Code Enforcement

The following statistics are provided for code enforcement actions in April 2014:

	April 2014
Number of Initial Notices of Violation Issued	33
Number of Final Notices of Violation Issued	9
Number of Notices of Violation resolved without court action	21

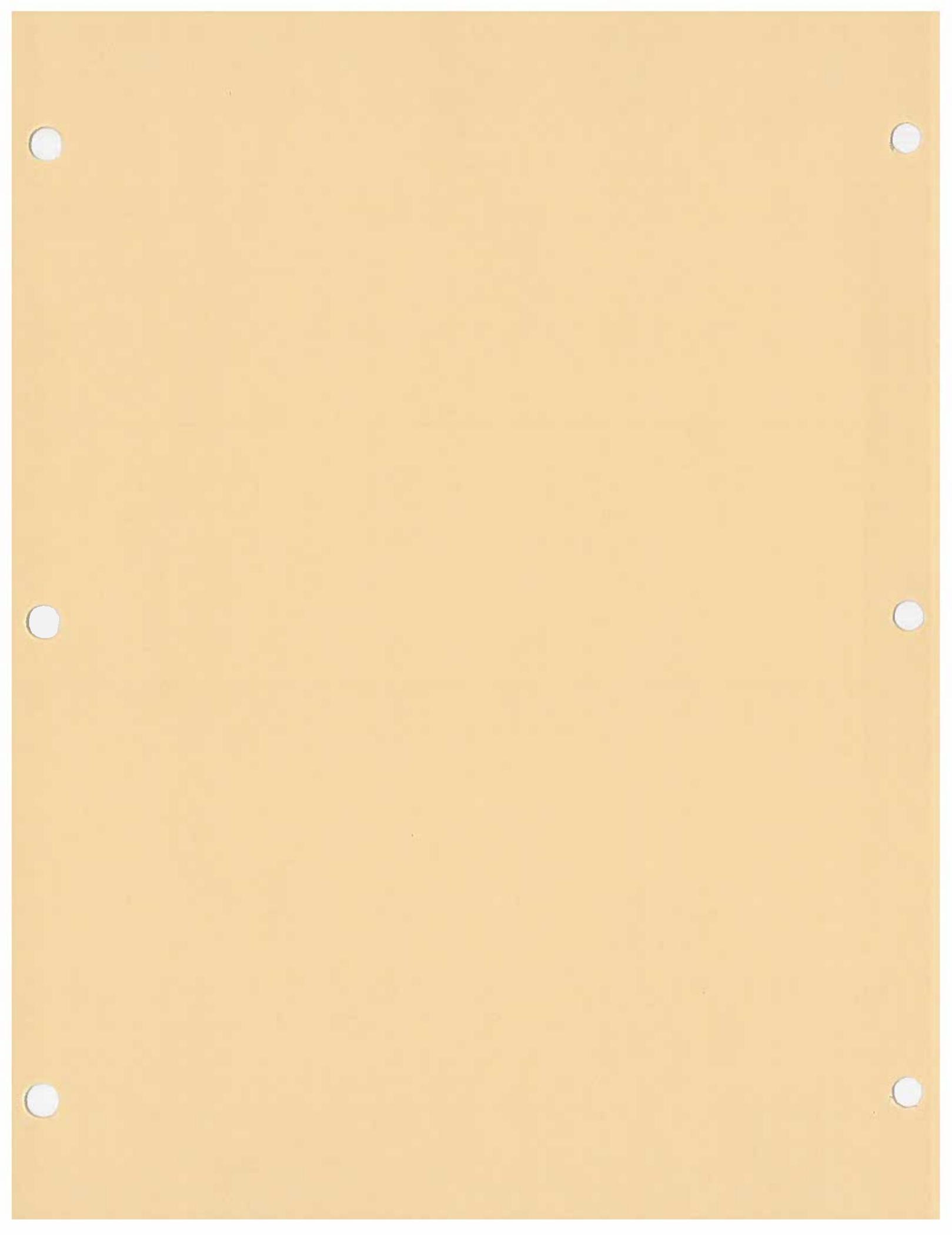
Attached is a report that covers 2013 and 2014 of projects that were given a timeframe for complying with a condition or approval.

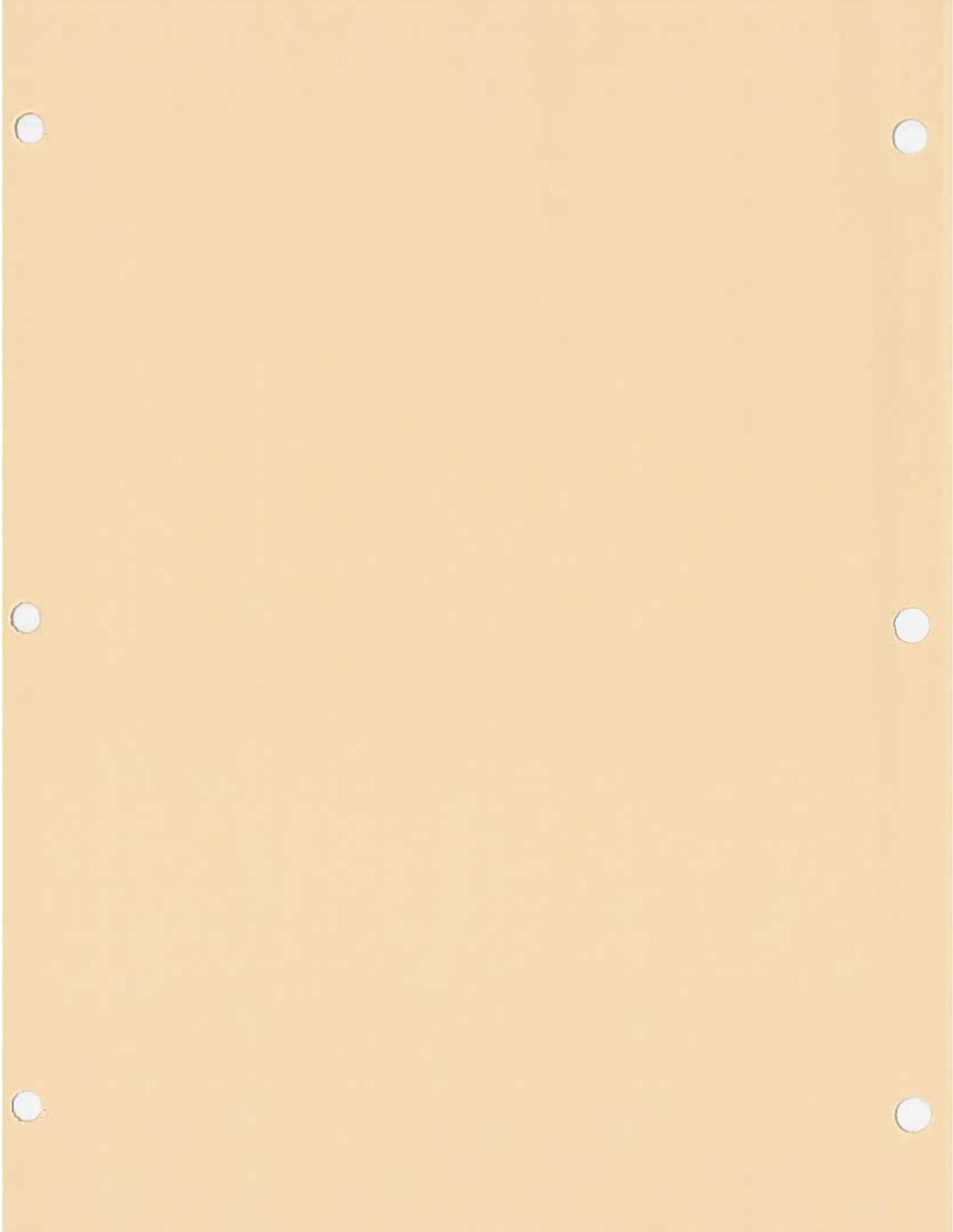
GIS Division

LiDAR is progressing; USGS has awarded \$100,000 grant money for the project. The second phase of this project of \$600,000 is submitted in the FY15 budget to complete the project as planned.

GIS staff has focused on finding good addresses for the returned Zoning mail and are re-mailing the letters by certified mail. Some letters will be hand-delivered (about 300 letters) to Rancho Viejo, Oshara, Las Campanas, etc., which are vacant pieces of land still owned by the developers.

In March the E911 Addressing staff replaced 107 addresses.





Daniel W. Mayfield
Commissioner, District 1

Miguel M. Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

Pablo Sedillo, III
Public Safety Director

To: Santa Fe County Board of County Commissioners
From: Pablo Sedillo, III
Public Safety Department Director
Via: Katherine Miller
County Manager
Date: 5/13/14
Re: SFC Public Safety Department Monthly Report for April 2014

The purpose of this memo is to provide you information relative to the SFC Public Safety Department for the month of April 2014.

CORRECTIONS DEPARTMENT **Adult Detention Facility (ADF)**

- The Body Scanner was delivered and installed at the Adult Facility. It is up and running at 100% capability. Positive contraband identifications have been processed, and inmates have been charged with introduction of contraband into our facility.
- The Corrections Department has purchased a new K-9, who is being handled by Officer Miles Martinez. While on duty they are excelling with positive contraband identification.
- Capital projects continue at the Adult Facility to include; The Shower Project, The Exterior and Interior Lighting Project and the Front Gate Project. All three projects are estimated to be complete by June 15, 2014.
- The Warden worked with Purchasing on preparing for the Food and Dental RFP which will be reviewed and selected in August.
- The Corrections Department attended their FY 2015 Budget Hearings with Finance.
- The Corrections Department met with Purchasing and a contractor to review the plans for a new server room at the Adult Detention Facility.
- The Adult Detention Facility had two (2) new employees start this month to include a Detention Officer and an LPN.

Electronic Monitoring Program

- Providing services to 287 clients.
- Clients Financial Obligation - Paying- 35%, Waived- 1%, Unemployed- 61%, Out of County- 3%.
- There were 32 successful releases for April.
- Revenue has increased by \$4,967.62 (from \$13,253.88 to \$18,221.50).
- Other Client Data - Arrest- 23, Absconded- 7, Intakes- 61, Releases- 32, Surety Bonds- 96, Cash Bonds- 62, Municipal Bonds- 24 and Municipal Fees- \$240.00.

Youth Development Program (YDP)

- Children Youth and Family Audit was held and we received the State of NM Children Youth and Families Department Juvenile Detention Certification.
- Weekly Treatment Team Meetings were held to discuss resident's needs in the facility.
- Fire and Safety inspections were conducted to check expirations on fire extinguisher and stove hoods in kitchen.
- Prepared a survey for the disposal of fixed assets during the surplus phase.
- Treatment Team meetings were held to discuss resident's special needs.
- Recognized Life Skills Workers and Nurses for Correctional Officer and Nurses week; provided food to staff.
- Met with Dr. Ayad regarding Therapeutic programming.
- When Bad Things Happen: Helping Children and Adolescents Cope training was held in Albuquerque.
- FY15 Corrections Budget Hearing for YDP was held.
- Interviews for Senior Shift Supervisor position were held.
- FY13 & 14 Capital Outlay Project meeting/Capital Purchase meeting for YDP was held.
- Met with Ted Lovato, Supervisor CYFD regarding high profile resident's transfer to Taos, NM.
- Review and updated policies with Anthony Martinez, Auditing Compliance Manager.
- Implemented a new poetry program for residents with Mara Taub and staff (Amigos del Parque).
- Amigos del Parque volunteered their time to increase library book volume with updated books in English and Spanish. Volunteers are also updating the library with classics for residents.

FIRE DEPARTMENT

Total Emergency Responses – 599

Fire – 144

EMS – 455

Operations and Administration

- 30 career staff completed 16 hours of training on aerial apparatus operations
- 3 paramedic students completed their training at AFD and will test for National Registry
- Paramedic licensure
- 6 additional students taking the Advanced EMT class through SFCC and will complete course work by the end of May
- 6 career Cadets have completed their Hazmat course work and are into FF1 training. Graduation scheduled for June 6th
- Volunteer Fire Academy students are into the wildland fire module. Graduation scheduled for July.
- Design work continues on Hondo Station 1 apparatus bay addition and roof
- La Cienega Fire Station Library construction underway
- Pojoaque station remodel project design underway
- Glorieta La Joya Station design underway
- Proceeding on our Fire Year Planning process with volunteer district and administrative staff meetings. Goal is to create the next five year plan by the end of the calendar year
- Completed budgeting process for FY 2015

- Received new wildland engine for Eldorado. Design work on Rescue apparatus for Stanley and Madrid
- Staff participated in Chimayo Pilgrimage detail

Fire Prevention and Wildland

- Business registrations – 6
- Development Reviews – 35
- Lot line Adjustments/Land Division/Family Transfers – 7
- Burn Permits – 0 (Burn Restrictions Ordinance 2014-3)
- Hydrants tested - 350
- Movie permits processed – 8
- Work Place (County) fire prevention trainings conducted - 3
- Participated in CFRP review process with US Forest Service
- 4 community outreach meetings
- YCC crew hired and training initiated
- 30 property assessments
- 3 fire training sessions completed (12 personnel)
- Assisted with Chimayo Pilgrimage
- Southern SF County wildland fire awareness fair (60 households)

Volunteer Recruitment and Retention

- New member applications received and approved – 7 (YTD 28)
- Instructing with Volunteer Fire Academy, wildland fire refreshers, YCC
- East Mountain Interagency Fire Protection Association President work on-going

Emergency Management

- Pilgrimage preparation and operations involving coordination of county, state, and non-governmental organizations
- Completed rewrite of Pilgrimage Incident Operations Plan.
- Participated in NM Preventative Radiological Nuclear Detection Steering Committee with NM Homeland Security
- Tech Rescue Team participated in the NM Search and Rescue Council Conference in Pojoaque
- Conducted Operation Readiness checks for EM Division assets
- Participated in Edgewood Wildland Fire Preparedness Day

RECC

Operations

- Total Calls Handled
 - April – 35,512
- 911 calls
 - April – 5,893
- County calls for service
 - April – 7,284
- City calls for service
 - April – 11,794

- Town of Edgewood calls for service
 - April – 625

Staffing

- Current Vacancies
 - 4 Call Taker positions
 - 5 Trainee positions

If you have any questions, I can be contacted at 992-3092. Thank you.



Daniel "Danny" Mayfield
Commissioner, District 1

Miguel M. Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
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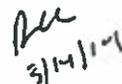
Katherine Miller
County Manager

MEMORANDUM

DATE: *May 14, 2014*

TO: *Board of County Commissioners*

VIA: *Katherine Miller, County Manager*

FROM: *Adam Leigland, Public Works Director* 

ITEM AND ISSUE: *BCC Meeting May 27, 2014*

PUBLIC WORKS MONTHLY REPORT FOR MAY 2014

DISCUSSION

Capital Project Delivery

We are currently managing 75 procurements. Details on 37 of them follow below.

1. **Camino Torcido Loop:** Design Kick-off meeting for Drainage Study and 30% design completed on May 7, 2014.
2. **CR67F, La Barbaria Drainage and Road Improvement Project:** Completed review of preliminary drainage report on May 7, 2014. Met with designer and road maintenance on May 9, 2014, to discuss drainage and maintenance issues.
3. **NE/SE Connector Alignments:** Still waiting on final signature from NMDOT on the amendment to the cooperative agreement that was submitted on April 10, 2014, prior to proceeding with Phase C Tasks.
4. **Herrada Road Drainage and Road Improvements:** Solicitation for construction issued.
5. **CR55A General Goodwin Drainage and Road Improvements:** The amendment to Miller Engineering's contract to design drainage on the NMDOT ROW located at the intersection of NM14 and CR55A has been submitted to Purchasing (see discussion on CR55A in Operations and Maintenance section below). Have submitted application for a work permit to NMDOT for this field work as well.

6. **CR54 Los Pinos All-Weather Water Crossing:** Received 100% drawings and specifications. Received Nationwide 404 permit from Army Corps of Engineers.
7. **Old Santa Fe Trail Multi-Modal Road Improvements:** Received comments from SHPO (necessary because Old Santa Fe Trail is a historic trail) and have forwarded them to US Army Corps of Engineers for final review. Have received appraisals for the land take on El Gancho Way and met with the appraiser on May 9, 2014, to discuss costs; awaiting his revisions.
8. **CR84D Drainage Improvements and Paving Design:** Completed proposal review for design services on May 6, 2014. Submitted PPR to get Louis Berger Group under contract for on May 7, 2014.
9. **CR89D, CR105 and CR109S** – Received approval from the Pueblo of Pojoaque to conduct studies within the Pueblo Roads on May 1, 2014.
10. **Santa Fe River – Design:** Section A- Engineers have documented existing conditions, completed a geomorphic analysis, and had new aerial photography and topo mapping done. Based on the preliminary HEC analysis, the floodwaters are in fact within the current mapped FEMA flood limits. They prepared conceptual river stabilization and trail plans for the entire A section and submitted those plans along with the existing conditions documentation and geomorphic analysis report. They are preparing preliminary cost estimates and fine tuning the HEC analysis based on the conceptual plan this week. They are also moving forward with preliminary plans for the river stabilization and trail plans which will be completed over the next several weeks.
11. **Santa Fe River – San Isidro Crossing Repairs:** Cost Estimate received from Riverbend Engineering for storm damage repair for insurance claim; forwarded to Risk Management.
12. **Romero Park:** The landscape architect submitted 60% construction documents May 1, 2014, now under review. The landscape architect is scheduled to submit 95% construction documents by the end of May. Staff and the consultant are reviewing the project in terms of the development review process and the timing of the adoption of the zoning map. Anticipate advertising the IFB for construction in June.
13. **Santa Fe River Greenway Wayside Exhibits:** The trip report from the consultant received May 12, 2014.
14. **Arroyo Hondo Trail:** Met with rep from the Turquoise Trail Management Association on May 7, 2014. He is following up with the association members to get their input on the proposed trail alignment. Pending negotiations with Warren Thompson regarding the proposed trail alignment.
15. **Mt. Chalchuitl:** ROW consultant submitted a revised offer package for Glockhoff on May 6, 2014. Anticipate submitting the offer packages to BCC for approval on June 24, 2014. Received the draft Voluntary Remediation Program application from INTERA on April 28, 2014. Staff reviewed and provided comments on May 6, 2014.

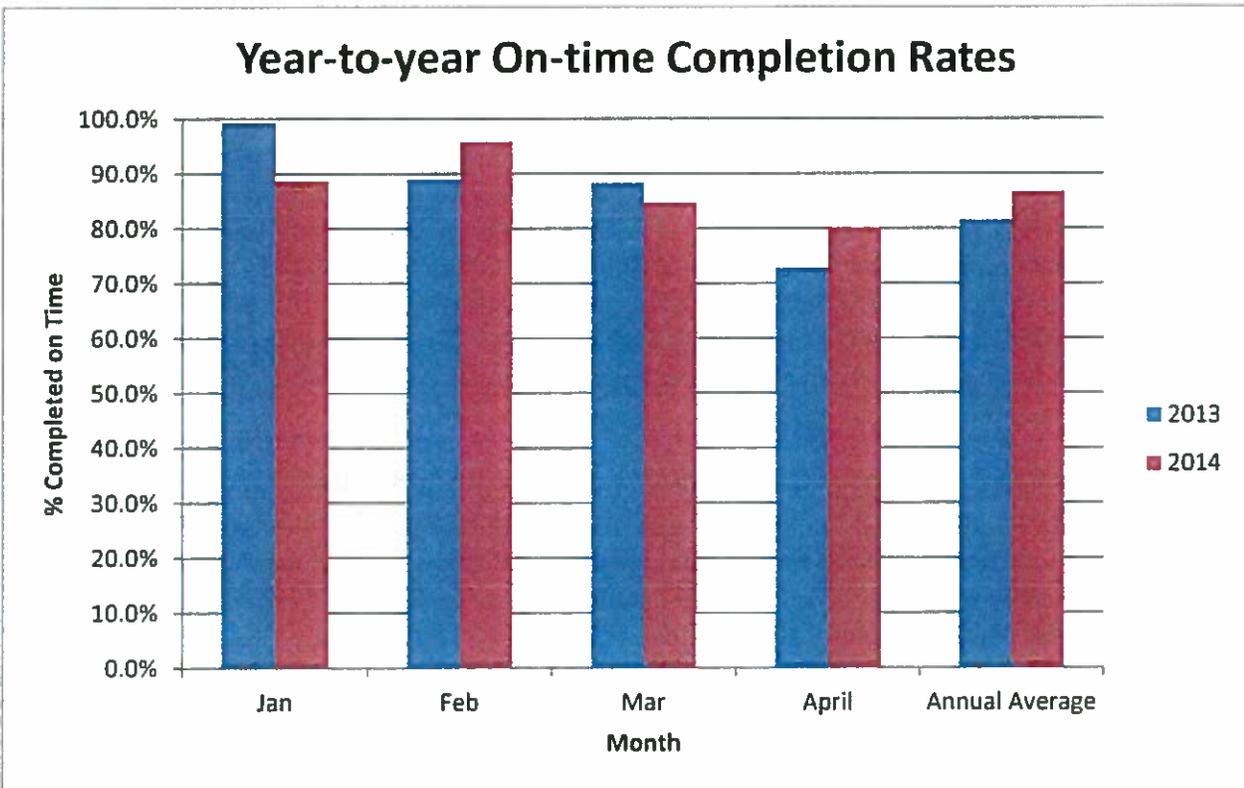
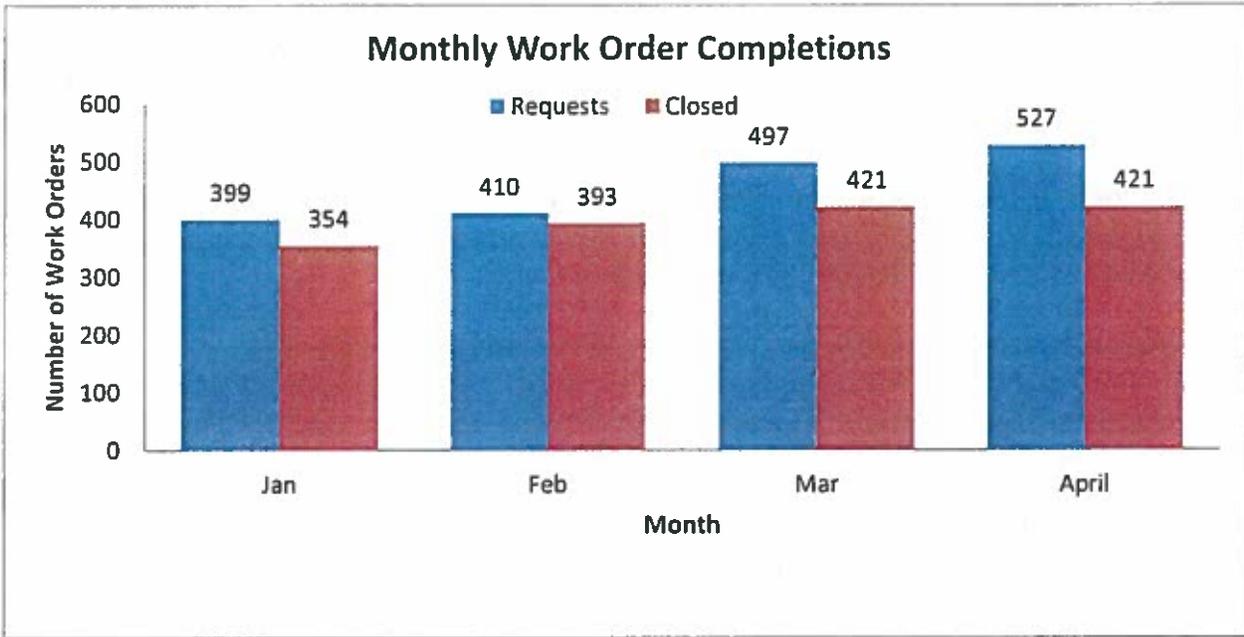
16. **Pojoaque Sports Fields:** The landscape architect submitted the schematic master plan, preliminary program, cost estimate, and existing conditions analysis May 15, 2014, for County review.
17. **Rio Quemado Watershed Restoration:** Anticipate rebidding the project in early FY 15 for construction in the fall.
18. **Thornton Ranch Open Space:** The cultural resource contract is underway. The master plan contract was executed on May 2, 2014.
19. **Nambe Community Center Park Site Improvements:** The contractor completed the footing for the shade structure. On schedule for early July completion.
20. **Agua Fria Monument Sign:** Jake Barrow with Cornerstones attended the Agua Fria Village Association Meeting on May 5, 2014, to introduce himself and the project. He is scheduling a meeting with William Mee for next week.
21. **Santa Fe Rail Trail:** The IFB for Segments 2-3 was advertised April 6, 2014. The pre-Bid meeting was held April 23, 2014. Bids are due May 14, 2014. Anticipate awarding contract at the June 24, 2014, BCC meeting. The Amendment to the NMDOT Cooperative Agreement is on the BCC agenda for approval on May 27th. Working on obtaining certifications from NMDOT for Segment 4. Anticipate obtaining project authorization for Segment 4 in July 2014 and issuing IFB in August 2014.
22. **Ken and Patty Adam Senior Center/County Community Center:** Discussions continue with contractor in value engineering process.
23. **Vista Grande Library Expansion:** PNM switched out electrical meter. Painting contractor continues interior touch up and exterior paint painting. Ceiling tiles are installed. Flooring complete May 10th. Facility equipment training with county staff scheduled for Monday, May 12th. Project manager and design team working on application for gas meter switch out. Furniture coordination and installation is underway on a separate contract.
24. **La Cienega Fire Station #2 Remodel:** Contractor completed trench drains. Roof over existing bay needs to be re-roofed. Quote of \$9,600 for repairs is being processed to get work started.
25. **Pojoaque Fire Station – Volunteer side interior remodel:** Architect completes programming phase. Nears completion of schematic design.
26. **Glorieta Fire Station:** Project design contract under negotiation.
27. **Hondo Fire Station # 1 Remodel:** In design.

28. **Valle Vista Force main Design:** Consultant has completed the 100% design of the force main. Plans and specifications under review. Staff is evaluating construction scheduling and timing of bid process.
29. **County Road 89 and 89C Drainage and Road Improvements:** Consultants are in the field working to collect data for design. Pueblo has issued permits to consultant to complete field work on their lands.
30. **Cañoncito/Apache Canyon Waterline Relocation Project:** Construction completed. Final inspection will be held week of May 19, 2014.
31. **Quill Upgrades:** The contractors completed the installation May 16, 2014.
32. **Public Safety Complex Upgrades:** Staff has received draft programming document and reviewed internally with staff. Staff has scheduled meetings with users and architect to review and confirm document as well as determine phasing of needs on May 19, 2014.
33. **Public Works Complex Expansion:** Staff has received draft programming document and reviewed internally with staff. Staff has scheduled a meeting with users and architect to review and confirm document as well as determine phasing of needs on May 15, 2014.
34. **La Cienega Waterline Loop Project:** The engineer is progressing with initial surveying and preliminary design efforts. Funding gaps have been identified.
35. **Las Lagunitas Sewer/Preliminary design for CID project:** Staff has received draft final report for design and estimated cost and reviewed with consultant on May 13, 2014.
36. **Glorieta Waterline Project / CDBG:** The project is progressing with no major issues.
37. **Preliminary Programming Study for Animal Control Facility:** NTP issued on May 9, 2014.

Information on all active projects can be found in the attached Table 1: Capital Project Status Update.

Operations and Maintenance

Work order completion rates by work area for the month of April are shown at Table 2 (attached). The April overall on-time completion rate was 80%. Month-to-month and year-to-year work order completion comparisons are shown in the two charts below.



FEMA Reimbursements. The County submitted two FEMA reimbursement applications in November of 2013 for the flooding that occurred in September 2013. Both CR 84 in Pojoaque and General Goodwin Road qualified for Category C reimbursement (this category is for permanent repair or replacement of roads).

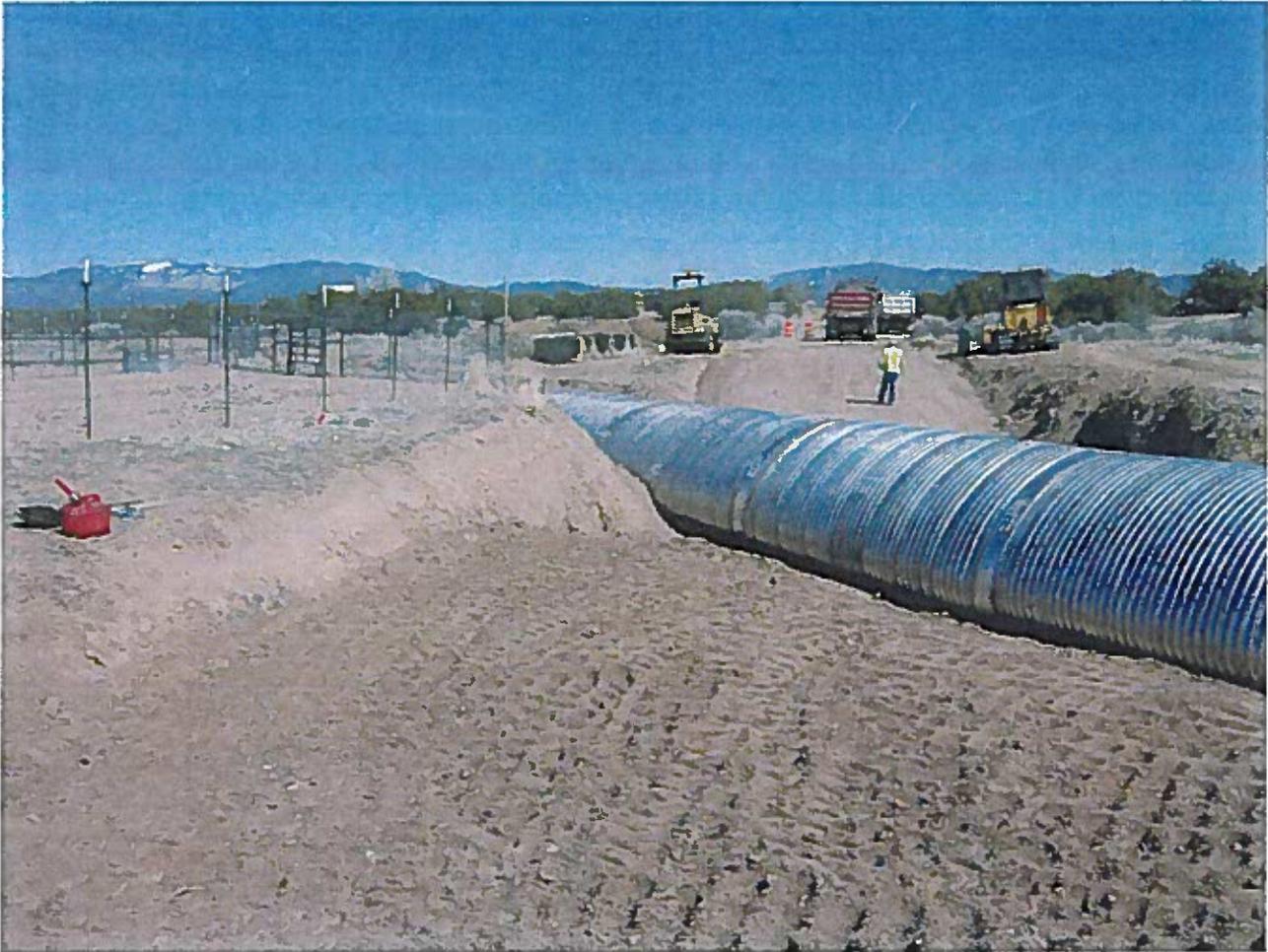
The FEMA reimbursement requested by the County for CR 84 is for \$125,546, which includes the construction of a new concrete low-water crossing at an estimated cost of \$87,000 and reimbursement for the County's equipment and labor to reopen the road. The County spent 460 labor- and equipment-hours repairing the road before it could be reopened.

The request for General Goodwin is for \$108,930 and is for equipment, labor, and materials that were used to repair the road. The road maintenance crew worked a total 863 labor- and equipment hours to remove the mud and to place rock to stabilize the road.

The reimbursement requests have been accepted by FEMA and are currently being reviewed. Based on what FEMA representatives have stated, staff is optimistic that both reimbursements will get approved. However, neither PW nor Fire staff know how long the approval and, if approved, reimbursement processes will take.

General Goodwin Road (CR 55A) Improvements. Drainage from NM14 onto CR 55A has been a significant source of the drainage problem on the County road for some time, and staff has been unsuccessfully trying to engage the NMDOT's efforts to correct this. This recently changed. On April 10, 2014, staff met with NMDOT to develop a cooperative plan to redirected the drainage from NM 14 from going down CR 55A to continue along NM 14. NMDOT will conduct the environmental investigation and the County will engineer and construct the improvements. A requisition has been processed to obtain additional engineering services from Miller Engineering to engineer these improvements. Road maintenance crews will make the improvements, which will include installation of culverts on NM 14 and construction of an earth berm. These improvements will redirect drainage from CR 55A, eliminating expensive drainage and ditch armoring improvements on the first 800 feet of the road. The engineering and surveying will take about 6 weeks and road maintenance crews will construct the improvements immediately thereafter. These short term improvements will be done utilizing the road maintenance budget (estimated at \$50,000 total) and will not impact the construction budget for CR 55A. These improvements will significantly reduce the urgency of the larger improvement project on CR 55A, which is currently in design.

Pinon Hills. The in-house drainage improvements in the Pinon Hills Subdivision have been completed. Work included paving 1000ft of Calle Enrique, installation of two large 128"x 83" corrugated metal culverts (see photo below), and cleaning the arroyo within the drainage easement. The roads in the subdivision will be repaved this summer, and the design for the all-weather structure at the third arroyo crossing is in design.



Facility Condition Assessment. Architectural Research Consultants, Inc. (“ARC”), the County’s consultant to perform the facility condition assessment, has inspected and prepared draft assessments of four County facilities:

- 1) County Administrative Building (102 Grant)
- 2) State Health (605 Letrado)
- 3) Public Safety Complex (Hwy 14)
- 4) Adult Detention Facility (Hwy 14).

ARC has used these first four projects to: i) gain an understanding of the County facilities that they will be assessing, ii) to help them develop the web-based program that will support County assessments, iii) and to determine the most appropriate training program for County staff. ARC has completed the development of the training program, and County staff has attended one classroom training session. At this time ARC is completing the development of the web-based program that County staff will be using to do the continuing assessments of County facilities. The next step is to schedule a second training class, after which County staff will begin accompanying and observing ARC staff while they perform additional facility assessments. As ARC staff continues to do additional assessments, County staff will assess the same properties, and compare assessments as additional training.

Annexation, Roads. City and County staff conducted a joint final inspection on May 2, 2014, of Camino Carlos Rael, South Meadows, and Quail View Lane, three roads in the annexed areas that did not require any improvements per the Annexation Agreement. The City accepted these roads after County road maintenance department did some minor corrective work. The County is now coordinating with Corrections for one last litter clean-up on these roads. The roads that will need improvements have been divided into three phases, and phase one is scheduled to start in July.

Utilities

The 2013 Consumer Confidence Report, which is a mandated annual water quality report for utility customers, will go out with utility bills in the next billing cycle.

ACTION REQUESTED:

None; for information only.

PW ProjectNbr	Project Name	Nature of Procurement	% Comp	District	Project Budget	Estimated Start Date	Estimated Completion Date	Project Manager
1	Replace Boiler and Filings in Segregation Yard ADF			1 2 3 4 5	\$93,000.00			
2	Upgrade interior light fixtures, exterior wall packs, light pole and LED fixture head			3	\$360,435.00	4/7/2014		Joseph Martinez
3	Replace and Repair Brick Retaining Wall at ADF			1 2 3 4 5	\$30,000.00	5/7/2014		
4	Replace Storage Tank and Filings in Kitchen at ADF			1 2 3 4 5	\$31,000.00			
5	Upgrade Eldorado Transfer Station Up Grades			5	\$90,000.00			
6	Repair and replace recreation doors and cement on yard floors			1 2 3 4 5	\$60,000.00	5/7/2014		
7	Repair hot and cold plumbing at YDF			1 2 3 4 5	\$50,000.00	5/7/2014		
8	Replace Sallyport Gate at YDP			1 2 3 4 5	\$40,000.00	5/7/2014		
9 0131	Construct Playground at Cundiyo	Construction	5	1	\$25,000.00	3/3/2014	4/15/2014	David Padilla
10 0132	Perform design an all weather crossing for Pinon Hills Subdivision in SFC	Design	0	2	\$50,000.00	7/7/2014	1/30/2015	Chuck Vigil
11 0134	Preliminary Programming Study - Animal Control Facility	Design	10	1,2,3,4,5	\$10,000.00	4/23/2014	5/26/2014	Joseph Martinez
12 0150	Public Safety Complex Upgrade Design	Design	10	1 2 3 4 5	\$200,000.00	1/30/2014	7/31/2014	Paul Olafson
13 0732	Romero Park	Design	60	2	\$175,000.00	5/17/2013	3/31/2015	Colleen Baker
14 0736	Pojoaque Sports Fields	Design	15	1	\$1,785,000.00	1/28/2014	7/24/2015	Colleen Baker
15 0739	Vista Grande Library Addition / Construction	Construction	95	5	\$1,050,000.00	9/20/2013	5/16/2014	Ron Sandoval
16 0751	Oscar Huber Grandstand Phase II	Construction	10	3	\$332,000.00	2/5/2014	10/31/2014	David Padilla
17 0753	Construct Addition to Ken & Patty Adam Senior Center	Construction	5	5	\$1,275,531.00	7/15/2014	5/8/2015	Ron Sandoval
18 0789	Cundiyo Parking Lot	Design	95	1	\$8,557.63	2/18/2013	5/16/2014	Chuck Vigil
19 0798	Design Old Sania Fe Trail Multimodal	Design	98	4	\$264,692.00	3/5/2013	5/23/2014	Chuck Vigil
20 0834	Design Hondo Fire Station #1 Addition	Design	60	4	\$325,348.00	2/10/2014	5/30/2014	Ron Sandoval
21 1449	TL6S Water Transmission Line	Design	45	4 5	\$333,080.30	2/17/2012	6/13/2014	Scott W. Rivers
22 1457	Design La Cienega Water Line Improvements	Design	29	3	\$300,000.00	1/8/2014	6/20/2014	Paul Olafson
23 1463	Design Valle Vista Force Main	Design	95	3	\$22,300.00	10/15/2013	4/18/2014	Scott W. Rivers
24 1465	Construct Gloneta MDWCA Water System Improvements	Construction	27	4	\$424,759.00	2/28/2014	7/7/2014	Paul Olafson

Capital Project Status Update (As of 5/14/2014 10:24:15 AM)

25	1472	Rio Quemado Watershed Restoration	Construction	57	1	\$306,000.00	5/8/2013	11/30/2014	Colleen Baker
26	1473	Purchase and Install Quill Plant Utilities Office	Acquisition	50	1 2 3 4 5	\$75,000.00	3/31/2014	6/30/2014	Scott W. Rivers
27	1473	Quill Water Reclamation Plant - Treatment Improvements	Construction	10	5	\$500,000.00	1/1/2014	10/31/2014	Scott W. Rivers
28	1474	Design Lamy Junction Water Transmission Line	Design	39	4 5	\$411,368.96	5/4/2012	6/5/2014	Scott W. Rivers
29	1474	Old Santa Fe Trail Water Line	Design	92	4	\$190,000.00	2/15/2013	1/31/2014	Chuck Vigil
30	1476	Construct a Wastewater Collection and Water Reclamation System for Greater Gloneta	Construction	0	4	\$600,000.00	1/1/2014	12/31/2014	Scott W. Rivers
31	1478	Design CR62/Caja del Oro Waterline Extension	Design	30	2	\$212,636.00	7/16/2013	9/30/2014	Scott W. Rivers
32	1486	Design & Construction of Las Lagunitas Waste Water System	Other	25	3	\$150,000.00	2/19/2014	5/30/2014	Paul Olafson
33	1760	Renovate shower resurfacing at Adult Detention Facility	Construction	80	1, 2, 3, 4, 5	\$307,160.00	2/10/2014	5/30/2014	Joseph Martinez
34	1860	Upgrade server rooms at Adult Detention Facility and Youth Development Program	Design	100	1,2,3,4,5	\$363,000.00	3/5/2014	3/14/2014	Joseph Martinez
35	1860	Upgrade Perimeter & Interior Lighting at Adult Detention Facility, Upgrade Perimeter Lighting at Youth Development Program	Construction	95	1 2 3 4 5	\$387,305.86	1/20/2014	5/9/2014	Joseph Martinez
36	1860	Replace existing HVAC units at the Adult Detention Facility and upgrade coolers at both sites.	Construction	99	3	\$450,303.44	10/9/2013	3/21/2014	Joseph Martinez
37	1870	Youth Development Center Perimeter Lighting	Construction	99	1 2 3 4 5	\$200,000.00	8/5/2013	5/9/2014	Joseph Martinez
38	1870	Construct new security fence at front entrance at Adult detention Facility	Construction	99	5	\$28,543.00	3/17/2014	3/24/2014	Joseph Martinez
39	1870	Upgrade Security Cameras At Adult Detention Facility, Upgrade Control Panel At Youth Development Program.	Construction	15	1 2 3 4 5	\$310,000.00	6/30/2014	12/31/2014	Joseph Martinez
40	2219	Renovate Old Judicial Courthouse Redevelopment	Design	0	1 2 3 4 5	\$475,000.00	6/2/2014	2/27/2015	Paul Olafson
41	6167	CR 54 Los Pinos Road All Weather Structure Design	Design	99	3	\$95,000.00	8/12/2013	5/16/2014	Chuck Vigil
42	6181	NE-SE Connectors Location Study	Plan	60	5	\$500,000.00	2/4/2013	7/18/2014	Chuck Vigil
43	6182	CR 55A General Goowin Rd Design Upgrade	Design	30	3	\$100,000.00	9/23/2013	5/30/2014	Chuck Vigil
44	6183	Torcido Loop - Design/Archaeological Survey	Design	15	3	\$48,683.69	7/18/2013	9/26/2014	Chuck Vigil
45	6184	Herrada Road Paving Design	Design	100	5	\$100,000.00	8/12/2013	4/11/2014	Chuck Vigil

Capital Project Status Updates of 5/14/2014 10:24:15 AM

46	6196	Upgrade County Road 26 - Simmons Road	Construction	0	3	\$460,000.00	8/30/2013	9/16/2013	David Padilla
47	6197	Vista Rendonda Drainage and Road Paving Design	Design	50	1	\$120,000.00	12/16/2013	6/27/2014	Chuck Vigil
48	6198	Programming for Drainage and Roadway improvements on County Road 89.	Design	5	1	\$55,000.00	2/12/2014	6/30/2014	Scott W. Rivers
49	6199	Programming for Drainage and Roadway Improvements on County Road 89 C	Design	5	1	\$35,000.00	2/12/2014	6/30/2014	Scott W. Rivers
50	6202	Design drainage and roadway improvements on County Road 84 D	Design	15	1	\$80,000.00	5/2/2014	6/30/2014	Chuck Vigil
51	6203	Design and construct drainage and pavement improvements for County Road 105	Design	5	1	\$400,000.00	2/26/2014	9/30/2014	Chuck Vigil
52	6204	Design and construct drainage and pavement improvements for County Road 109 S	Design	5	1	\$260,000.00	2/26/2014	9/30/2014	Chuck Vigil
53	6205	Construct Pavement improvements for bike lanes on County Road 89 D	Construction	10	1	\$170,000.00	4/16/2014	8/1/2014	Chuck Vigil
54	6208	Public Works Programming & Master Plan	Plan	10	1,2,3,4,5	\$25,000.00	2/28/2014	6/30/2014	Paul Olafson
55	6208	PW Phase 2 Sewer line construction	Construction	99	1,2,3,4,5	\$81,429.00	3/10/2014	5/9/2014	Scott W. Rivers
56	7006	La Bajada Ranch Planning, Programming, & Design	Plan	10	3	\$120,000.00	9/28/2012	3/29/2015	Mark Hogan
57	7120	Santa Fe River Greenway: Wayside Exhibit Planning, Design, Fabrication	Other	80	2	\$84,841.50	7/1/2012	9/30/2015	Colleen Baker
58	7121	Design and Construct Stanley Community Wellness Center Phase 2	Design	10	3	\$50,000.00	9/2/2013	6/30/2014	David Padilla
59	7121	Stanley Wellness Center Phase 1	Construction	98	3	\$490,000.00	5/7/2013	5/9/2014	David Padilla
60	7122	Highway 14 Senior/Community Center	Acquisition	10	3	\$350,000.00	11/5/2012	5/1/2014	Agnes Leyba-Cruz
61	7124	Admin Building Computer & Communications Room	Construction	0	1,2,3,4,5	\$275,000.00	3/3/2014	7/31/2014	Paul Olafson
62	7701	Arroyo Hondo Trail	Design	20	5	\$470,572.00	12/13/2012	12/31/2014	Colleen Baker
63	7706	Mt. Chalchihuitl	Acquisition	40	3	\$988,499.00	8/1/2012	9/30/2014	Colleen Baker
64	7707	Santa Fe Rail Trail	Construction	9	4,5	\$1,578,212.00	7/1/2014	1/31/2015	Colleen Baker, Scott W. Rivers
65	7708	Santa Fe River Greenway Engineering Design Services	Design	88	2	\$412,725.85	10/3/2012	6/6/2014	Scott Kaseman
66	7708	Santa Fe River Greenway Acquisition	Acquisition	20	2	\$1,814,850.60	10/9/2012	11/1/2014	Scott Kaseman
67	7708	Santa Fe River Greenway: Frenchy's Field to Siler Rd.	Archaeology	100	2	\$59,406.47	3/1/2009	12/31/2013	Scott Kaseman
68	7711	Thornton Ranch Open Space	Plan	11	3	\$200,000.00	3/3/2014	3/6/2015	Colleen Baker

Capital Project Status Update (As of 5/14/2014 10:24:15 AM)

69	7723	Nambe Community Center, Park and Head Start Site Improvements	Construction	60	1	\$354,065.00	2/27/2014	7/7/2014	Colleen Baker, David Padilla
70	7725	Construct Playground Equipment at El Rancho Community Center	Construction	5	1	\$45,000.00	4/24/2014	4/15/2014	David Padilla
71	7732	Agua Fria Monument Signs	Construction	11	2	\$83,846.00	4/21/2014	9/30/2014	Colleen Baker
72	8008	La Cienega Fire Station No. 2 Apparatus bay expansion and Library remodel.	Construction	20	3	\$494,091.00	3/24/2014	9/30/2014	Ron Sandoval
73	8009	Glorieta Fire Station #2 - New Construction	Design	10	4	\$50,000.00	5/16/2014	9/30/2014	Ron Sandoval
74	8010	Pojoaque Fire Station - Interior Remodel Volunteer Side	Design	20	1	\$181,470.00	3/24/2014	6/30/2014	Ron Sandoval
75	9692	CR67F La Barbara Drainage and Road Paving Design	Design	30	4	\$100,000.00	12/16/2013	6/27/2014	Chuck Vigil

Table 2: On-time Work Order Completion
April 2014

Property Control

COMM. DIST.	REQUESTS	ISSUED	CLOSED	ON TIME
1	16	16	15	15
2	16	15	14	14
3	10	10	9	9
4	15	15	14	14
5	12	12	10	10
All	58	57	50	50
TOTAL	127	125	112	112
		98%	88%	88%

loads

COMM. DIST.	Overall WO's from public & staff	Overall WO Issued from public & staff	Overall Closed from public & staff	Request from public only	On-time request from public only
1	68	68	66	6	5
2	8	8	8	5	4
3	28	28	20	12	9
4	45	45	44	2	2
5	12	12	6	10	4
All	2	2	0	2	0
TOTAL	163	163	144	37	24
		100%	88%		65%

Traffic

COMM. DIST.	Overall WO's from public & staff	Overall WO Issued from public & staff	Overall Closed from public & staff	Request from public only	On-time request from public only
1	30	30	30	3	3
2	19	19	19	0	0
3	16	16	16	0	0
4	12	12	12	0	0
5	31	31	31	0	0
All	9	9	9	1	1
TOTAL	117	117	117	4	4
		100%	100%		100%

Building Services

COMM. DIST.	REQUESTS	ISSUED	CLOSED	ON TIME
1	5	5	5	5
2	2	2	2	2
3	1	1	1	1
4	1	1	1	1
5	5	5	5	5
All	15	15	15	15
TOTAL	29	29	29	29
		100%	100%	100%

Open Space

COMM. DIST.	REQUESTS	ISSUED	CLOSED	ON TIME
1	31	31	31	31
2	15	15	15	15
3	18	18	18	18
4	11	11	11	11
5	9	9	9	9
All	9	9	9	9
TOTAL	93	93	93	93
		100%	100%	100%





Daniel "Danny" Mayfield

Commissioner, District 1

Miguel M. Chavez

Commissioner, District 2

Robert A. Anaya

Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

To: Board of County Commissioners

Via: Katherine Miller, County Manager
Bernadette Salazar, Human Resources Director *BS*

Date: May 14, 2014

Re: HR Monthly Report April 2014

Issue:

The HR Division provides the Santa Fe County Board of County Commission with a monthly report regarding highlighted HR information and events.

Background:

The purpose of this memo is to provide you with information relative to various HR functions and statistics for the month of April 2014. Throughout the month of April, HR coordinated/ conducted thirty-seven training sessions. Three-hundred ninety-six employees attended these training sessions. Santa Fe County HR also hosted the "Bring Your Child to Work Day" event. The children that participated learned about the different facets of Santa Fe County. We had sixteen children attend; ages five to fourteen. They began their day with an orientation and welcoming session to Santa Fe County delivered by our County Manager, Katherine Miller. They learned about fire safety, practiced what to do in the event of a fire by utilizing the mobile fire house, and learned how to make 911 calls. They also learned about what the Sheriff's Office does, to include the SWAT team. The Clerk's Office provided the children the opportunity to experience the voting process. They conducted a mock vote for the children in which they voted for their favorite ice-cream and then were able to see the results. Last, the DWI staff performed a puppet show for the children demonstrating the dangers of drinking alcohol. It was a great success!

With regard to recruitment, we conducted Detention Officer testing in which thirteen applicants tested and the new hire process is underway. In addition, Amanda Gonzales was promoted from Emergency Communications Specialist III to Communications Team Leader. Ms. Gonzales has over fourteen years of service with the RECC. Mr. Deakota Marquez was also promoted from Emergency Communications Specialist III to Communications Team Leader. Mr. Marquez has been employed with the RECC for over three years.

Attached are the HR Statistics Report, the New Hire Report, and the Labor Statistics Report for April 2014. If you have any questions, I can be contacted at 992-9886. Thank you.

SANTA FE COUNTY HR STATISTICS FOR THE MONTH OF APRIL, 2014

Department	Division	Regular Employees	Part Time Employees	Full Time Employees	Elected/Officials	Temporary Employees	Vacancies	Total Positions	New Hires/Re-employments	Resignations	Retirements	End of term/temp status	Terminations	Total separations
MANAGER'S OFFICE	01-COUNTY MANAGER ADMINIS.	8		8				8						
	02-COMMISSION	5		5	5			5						
	15-HUMAN RESOURCES	10		10			1	11						
	21-FINANCE	22		22			1	23						
CMO TOTAL		45		45	5		2	47						
LEGAL TOTAL		6		6			2	8		2				2
ADMINISTRATIVE SERVICES DEPARTMENT	01-LEGAL ADMINISTRATION	2		2				2						
	00-ADMINISTRATION	12		12			1	13	1					
	02-INFORMATION TECHNOLOGY	7		7				7						
	12-PURCHASING	1		1				1						
	16-MAIL ROOM	3		3				3						
	17-RISK MANAGEMENT	25		25			1	26	1					
ASD TOTAL		3		3				3						
COMMUNITY SERVICES DEPARTMENT	01-ADMINISTRATION	3		3				3						
	20-INDIGENT HOSPITAL FUND	3		3				3						
	21-EMS-HEALTH CARE	4		4			1	5	1					
	74-MOBILE HEALTH FAIR VAN	13	2	11	0	0	1	14	1	0	0	0	0	0
TOTAL		13	2	11	0	0	1	14	1	0	0	0	0	0

SANTA FE COUNTY HR STATISTICS FOR THE MONTH OF APRIL, 2014

Department	Division	Regular Employees	Part Time Employees	Full Time Employees	Elected/Officials	Temporary Employees	Vacancies	Total Positions	New Hires/Re-employments	Resignations	Retirements	End of term/temp status	Terminations	Total separations
	04-DWI LOCAL	7		7			1	8						
TOTAL		7	0	7	0	0	1	8	0	0	0	0	0	0
	09-DWI TEEN COURT	3		3				3						
TOTAL		3	0	3	0	0	0	3	0	0	0	0	0	0
	89-SENIOR PROGRAMS - ADMIN.	10		10			2	12						
	90-SR SVCS-CONGREGATE MEALS	8	1	7			1	9						
	92-SR SVCS - HOME DELIVERED	2	1	1			1	3						
	93-SR SVCS - TRANSPORTATION	4		4		1		4						
TOTAL		24	2	22	0	1	4	28	0	0	0	0	0	0
	01-POJOAQUE SATELLITE OFFICE					1								
	02-EDGEWOOD SATELLITE OFFICE					1								
TOTAL						2								
CSD TOTAL		47	4	43	0	3	6	53	1	0	0	0	0	0
HOUSING DEPARTMENT		11		11			1	12	1					
	49-HOUSING SECTION 8 VOUCHER	2		2				2						
	82-HOUSING CFP - 2012	1		1				1						
HOUSING TOTAL		14		14			1	15	1					
GROWTH MANAGEMENT DEPARTMENT		4		4				4						

SANTA FE COUNTY HR STATISTICS FOR THE MONTH OF APRIL, 2014

Department	Division	Regular Employees	Part Time Employees	Full Time Employees	Elected/Officials	Temporary Employees	Vacancies	Total Positions	New Hires/Re-employs	Resignations	Retirements	End of term/temp status	Terminations	Total separations
	02-PLANNING	6		6			1	7						
	08-REGIONAL PLANNING AUTHORITY													
	14-GIS	8		8			1	9						
	15-AFFORDABLE HOUSING-COUNTY	2		2				2						
	16-BUILDING & DEVELOPMENT	15		15				15						
GMD TOTAL		35		35			2	37						
PUBLIC WORKS DEPARTMENT		5		5				5						
	00-OFFICE OF THE DIRECTORS													
	01-PUBLIC WORKS ADMIN.	12		12				12						
	02-FLEET SERVICE	7		7		1	2	9						
	03-TRAFFIC ENGINEERING	7		7			1	8						
	05-SOLID WASTE	21	1	20		1		21						
	11-ROAD MAINTENANCE	37		37			2	39						
TOTAL		89	1	88		2	5	94	2					
	02-PROPERTY CONTROL	10		10			5	15	1					
	03-BUILDING SERVICES	14	1	13			4	18		1				1
	18-PROJECT DEVELOPMENT DIV	8		8			2	10						
	26-OPEN SPACE	3		3			2	5						
TOTAL		35	1	34			13	48	1	1				1

SANTA FE COUNTY HR STATISTICS FOR THE MONTH OF APRIL, 2014

Department	Division	Regular Employees	Part Time Employees	Full Time Employees	Elected/Officials	Temporary Employees	Vacancies	Total Positions	New Hires/Re-employments	Resignations	Retirements	End of term/temp status	Terminations	Total separations
	08-SANTA FE RIVER GREENWAY	1		1				1						
TOTAL		1	0	1	0	0	0	1	0	0	0	0	0	0
	10-WATER	16		16		2	3	19						
	15-AAMODT						1	1						
	20-WASTEWATER						1	1						
TOTAL		16		16		2	5	21						
PWD TOTAL		141	2	139	0	4	23	164	3	1	0	0	0	1
PUBLIC SAFETY DEPARTMENT		27		27			2	29						
	01-FIRE ADMINISTRATION													
	09-FOREST RESTORATION	3	1	2				3						
	11-FIRE REGIONS	72		72			1	73		1				1
	14-FEMA GRANT	1		1				1						
	78-2014 YCC GRANT					9								
TOTAL		103	1	102		9	3	106		1				1
	01-ADMINISTRATION	9	1	8			2	11						
	60-ADULT FACILITY	126		126			30	156	1					
	62-MAINTENANCE DIVISION	6		6			1	7						
	63-MEDICAL SERVICES	23		23			7	30	1					
	65-ELECTRONIC MONITORING	9		9				9						

SANTA FE COUNTY HR STATISTICS FOR THE MONTH OF APRIL, 2014

Department	Division	Regular Employees	Part Time Employees	Full Time Employees	Elected/Officials	Temporary Employees	Vacancies	Total Positions	New Hires/Re-employments	Resignations	Retirements	End of term/Temp status	Terminations	Total separations
	70-YOUTH DEVELOPMENT FAC.	20		20			9	29		2				2
	72-ADOLESCENT RESIDENCE CTR													
	73-DAY REPORTING ASSESSMENT													
TOTAL		193	1	192			49	242	2	2				2
	01-ADMINISTRATION	41		41			7	48	6	2				2
TOTAL		41		41			7	48	6	2				2
PSO TOTAL		337	2	335	0	9	59	396	8	5	0	0	0	5
COUNTY CLERK'S OFFICE	01-REPORTING & RECORDING	20	1	19	1		2	22						
	02-BUREAU OF ELECTIONS	10	2	8		13	2	12	1					
CLERK'S OFFICE TOTAL		30	3	27	1	13	4	34	1					
COUNTY TREASURER'S OFFICE	01-COUNTY TREASURER ADMIN.	12		12	1			12						
COUNTY ASSESSOR'S OFFICE	01-COUNTY ASSESSOR ADMIN.	29		29	1			29						
	11-PROPERTY VALUATION	14		14		1		14						
ASSESSOR'S OFFICE		43		43	1	1		43						
COUNTY SHERIFF'S OFFICE	01-ADMIN/ANIMAL CNTRL/ENFORC	117		117	1		1	118		1				1
	04-REG.III DRUG ENF GRANT-A	2		2				2						
	06-REG III-HIDTA GRANT	1		1				1						
SHERIFF'S OFFICE		120		120	1		1	121		1				1

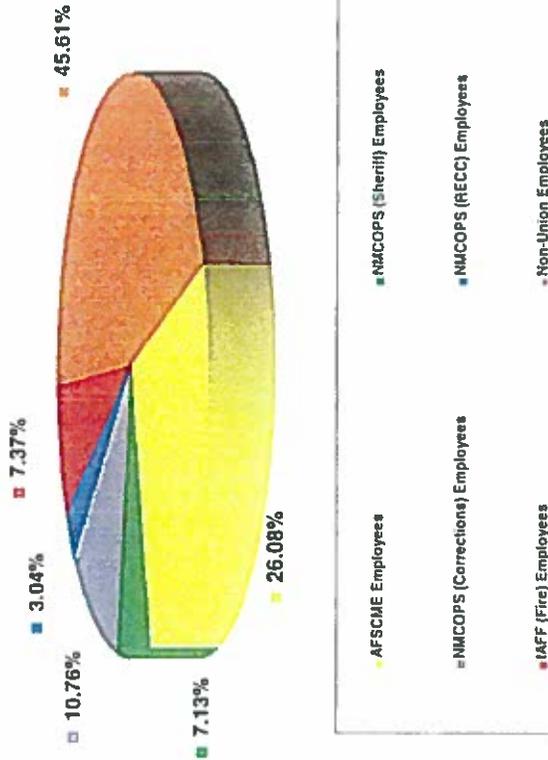
SANTA FE COUNTY HR STATISTICS FOR THE MONTH OF APRIL, 2014

Department	Division	Regular Employees	Part Time Employees	Full Time Employees	Elected/Officials	Temporary Employees	Vacancies	Total Positions	New Hires/Re-employments	Resignations	Retirements	End of term/temp status	Terminations	Total separations
	01-COUNTY PROBATE JUDGE	855	11	844	10	30	101	956	15	9	0	0	0	9
COUNTY WIDE TOTAL														

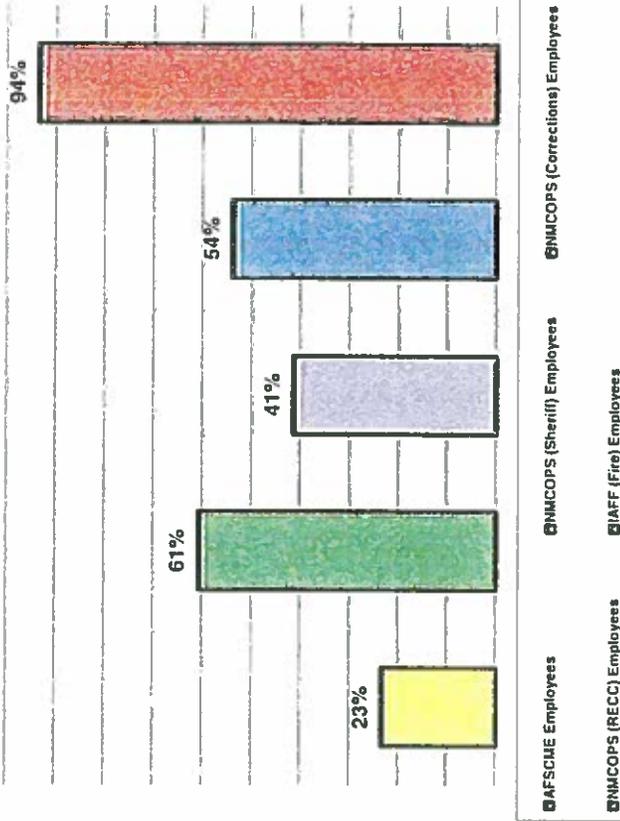
LABOR STATISTICS FOR APRIL 2014

Union Status		Percentage of Union Status		Number of Employees Paying Dues		Percentage Of Employees Paying Union Dues	
AFSCME Employees	223	AFSCME Employees	26.08%	AFSCME Employees	52	AFSCME Employees	23%
NMCOPS (Sheriff) Employees	51	NMCOPS (Sheriff) Employees	7.13%	NMCOPS (Sheriff) Employees	37	NMCOPS (Sheriff) Employees	61%
NMCOPS (Corrections) Employees	92	NMCOPS (Corrections) Employees	10.76%	NMCOPS (Corrections) Employees	38	NMCOPS (Corrections) Employees	41%
NMCOPS (RECC) Employees	25	NMCOPS (RECC) Employees	3.54%	NMCOPS (RECC) Employees	14	NMCOPS (RECC) Employees	54%
IAFF (Fire) Employees	53	IAFF (Fire) Employees	7.37%	IAFF (Fire) Employees	59	IAFF (Fire) Employees	59%
Total Number of Union Employees	465	Total Percentage of Union Employees	54.39%	Total Number of Employees Paying Dues	200		
Non-Union Employees	390	Non-Union Employees	45.61%				
Total Number of Employees	855	Total Number of Employees	100%				

Union Status



Paying Members



- AFSCME Employees
- NMCOPS (Corrections) Employees
- IAFF (Fire) Employees
- NMCOPS (Sheriff) Employees
- NMCOPS (RECC) Employees
- Non-Union Employees

- AFSCME Employees
- NMCOPS (RECC) Employees
- IAFF (Fire) Employees
- NMCOPS (Sheriff) Employees
- NMCOPS (Corrections) Employees



Daniel "Danny" Mayfield
Commissioner, District 1

Miguel M. Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

Date: May 9, 2014
To: Board of County Commissioners
From: Jeffery Trujillo, ASD Director
Via: Katherine Miller, County Manager
Subject: Administrative Services Monthly Report – April 2014

Below is an informational report in regards to the Administrative Services Department for the month of April 2014.

Information Technology

	FY 2014																		
Work Orders/Technical Support All IT requests are captured using a work order tracking system located on SharePoint.	269 work orders were completed in April 2014.																		
Systems and Network uptime for April 2014.	Q1 2014 Actual: 99.56% Q2 2014 Actual: 99.86% Q2 2014 Actual: 99.95% FY 2014 YTD: 99.79%																		
<table border="1"><thead><tr><th colspan="3">February Unscheduled Downtime</th></tr><tr><th>Date</th><th>Description</th><th>Hours</th></tr></thead><tbody><tr><td></td><td></td><td>0.0</td></tr><tr><td></td><td></td><td>0.0</td></tr><tr><td></td><td></td><td>0.0</td></tr><tr><td></td><td>Total</td><td>0.0</td></tr></tbody></table>		February Unscheduled Downtime			Date	Description	Hours			0.0			0.0			0.0		Total	0.0
February Unscheduled Downtime																			
Date	Description	Hours																	
		0.0																	
		0.0																	
		0.0																	
	Total	0.0																	

Legal

Legal has processed 397 contracts, 65 resolutions, and reviewed or drafted (or participated in drafting) 7 ordinances this fiscal year (including the Sustainable Land Development Code (SLDC)) and currently is working closely with the Growth Management Division to implement the SLDC, including development of the zoning map.

Legal has worked on proposed changes to the Code of Conduct Ordinance, which are scheduled for consideration and recommendation to the Board of County Commissioners by the Santa Fe County Ethics Board on Monday, May 9, 2014.

Legal has a number of lawsuits pending, including several administrative appeals and two new lawsuits filed against Santa Fe County by former employees at the Adult Detention Facility and a current employee of the County Clerk's Office.

With respect to the PNM Replacement Energy Case currently pending before the Public Regulation Commission (PRC), PRC Matter No. 13-00390-UT, the contract with outside counsel who will represent Santa Fe County, Jeffrey Albright, is almost finalized. This contract will allow Santa Fe County to coordinate and collaborate with Bernalillo County.

With respect to the Jemez Mountain Electric Cooperative-San Ildefonso Rate Rider Case currently pending before the PRC, PRC Matter No. 13-00202-UT, the hearing on the merits began in April and will conclude on May 16. Post-hearing briefs are due on May 30.

Mailroom

The Mailroom processed the following in the month of March

Name	Items
Co. Manager (Commissioners)	13
DWI	30
MCH	0
PFMD	6
Clerks	123
Elections	1111
Assessors	465
Treasurers	438
Probate Judge	0
Attorney or Legal	44
Sheriff	171
Human Resources	58
Corrections Admin	10
Home for Good Program	0
Purchasing	16

Risk Management

Number of Fire Safety Inspections	53
Number of Facility Inspections	16
Number of Road Inspections	6
Number of Worker's Compensation Processed	5
Number of Employees out on Worker's Comp	1
Number of RAP Lessons	4
Number of County Involved Auto Accidents	1
Number of Qwest Cut Cables	0
Number of Safety Trainings	10
Number of Evacuation Drills	4
Number of New Employee Orientations	4



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Commissioner, District 1

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Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

Memorandum

To: Santa Fe County Board of County Commissioners

From: Katherine Miller, County Manager, SFC
Rachel O'Connor, Director, Community Services Department, SFC

Date: May 19, 2014

Subject: Community Services Monthly Report/May

Health Services

The press release went out this week on the County Health Action plan and we are doing a wide distribution. We are also doing a professional printing of this document.

"May is Mental Health Month". We partnered with CHRISTUS St. Vincent to provide mental health screenings on the Mobile Health Van at Santa Fe Community College on Wednesday, May 7. This was a small and successful first effort: twelve people visiting the van were screened and referred to appropriate behavioral health services. The radio PSAs with the crisis response hotline have started to run.

We have been participating in meetings at the Santa Fe Community Foundation on early childhood initiatives (covering pregnancy through age 5). PMS, CHRISTUS St. Vincent, United Way, SFPS, the City, and others have been at the table and want to formalize a coalition to address these issues, with Santa Fe County as one of the signatory members. The Community Foundation is willing to be the neutral convener for meetings and also to pay for staff and data analysis.

We are continuing to work on the recommendations for moving forward with the County Health Care Assistance Program.

Community Safety

The DWI program will be submitting a proposal to the New Mexico Department of Transportation, Traffic Safety Division to fund a full time Compliance officer. The Traffic Safety Division approached the DWI program and offered to fund a full time compliance officer for Santa Fe County. The role of the new position will ensure ignition interlock compliance amongst DWI offenders referred to the compliance program. The proposed position can also assist with other compliance officer duties, such as attending court hearings and data entry. Traffic Safety is proposing a three year funding window for this position.

The DWI program and Judge Segura meet with Millennium Treatment Services (MTS) to discuss the random urine testing pilot program for DWI offenders sentenced in Magistrate Court. MTS is a local provider that conducts urine testing for the Magistrate and District Court. MTS will submit a proposal to the Court to provide the urine testing service for the pilot project. It is estimated that three hundred individuals will be tested randomly twice a month. The DWI program will provide the funding for the pilot project and Magistrate Court will oversee the urine testing program.

The Drug Take back effort was very successful and yielded about 600 pounds of drugs.

Community Operations

Carol worked with 13 volunteers from the Masters Program, 2 trail experts from the Trails Alliance of Santa Fe and Open Space & Trails to reroute a one quarter mile stretch of Little Tesuque Creek Trail. This Santa Fe County Trail has never had a formal trail built. Used by locals, there are stretches of the trail that cross the river and there are several washouts making it difficult and dangerous to ride and walk on. We accomplished an amazing amount of work. We took out as few plants as possible and took down a lot of dead brush to create a new trail and obliterate the old one to prevent usage. We will revisit this site all summer until the whole trail is complete.

Carol is beginning to put together Policies and Procedures for using volunteers in Santa Fe County. She has already taken the first steps with this and has helped Greg with recruiting and using volunteers in Eldorado.

Carol and Craig O'Hare assessed Atalya Trail, one stretch of the Dale Ball Trails (in Santa Fe County). This section is not numbered on the map and is lacking directional signs. Many trail users are getting lost. It is in desperate need of new and updated trail signs. Carol will be ordering the first round of signs. Carol is working with the GIS department to help us figure out to how to number our section of the Dale Ball Trails and eventually have the new numbers added to the public map. We can then order signs and ask OST to staff install proper directional signs. She will also plan on repairing dangerous stretches of the trail that are eroded. The repairs will require hiring a professional trail building company.

Carol assessed the Placer Peak Trail in the Ortiz Mountains (another Santa Fe County property). This trail is a 5 hour hike elevation 8897, not open to the public. It has been limited to only 4-6 guided tours every year. It will take many days of rerouting very steep and dangerous stretches of this trail to make it safe and sustainable.

Senior Services

We have received contracts from the Long Term Services Department for Bennie J, Rio en Medio and Edgewood for capitol improvements.

Our new driver started on Monday, and we have another part time employee coming on to assist in Eldorado beginning on the 19th.



Memorandum

To: Santa Fe Board of County Commissioners

From: Teresa C. Martinez, Finance Director *TCM*

Via: Katherine Miller, County Manager

Date: May 13, 2014

Re: *Financial report for the month ending 04/30/2014*

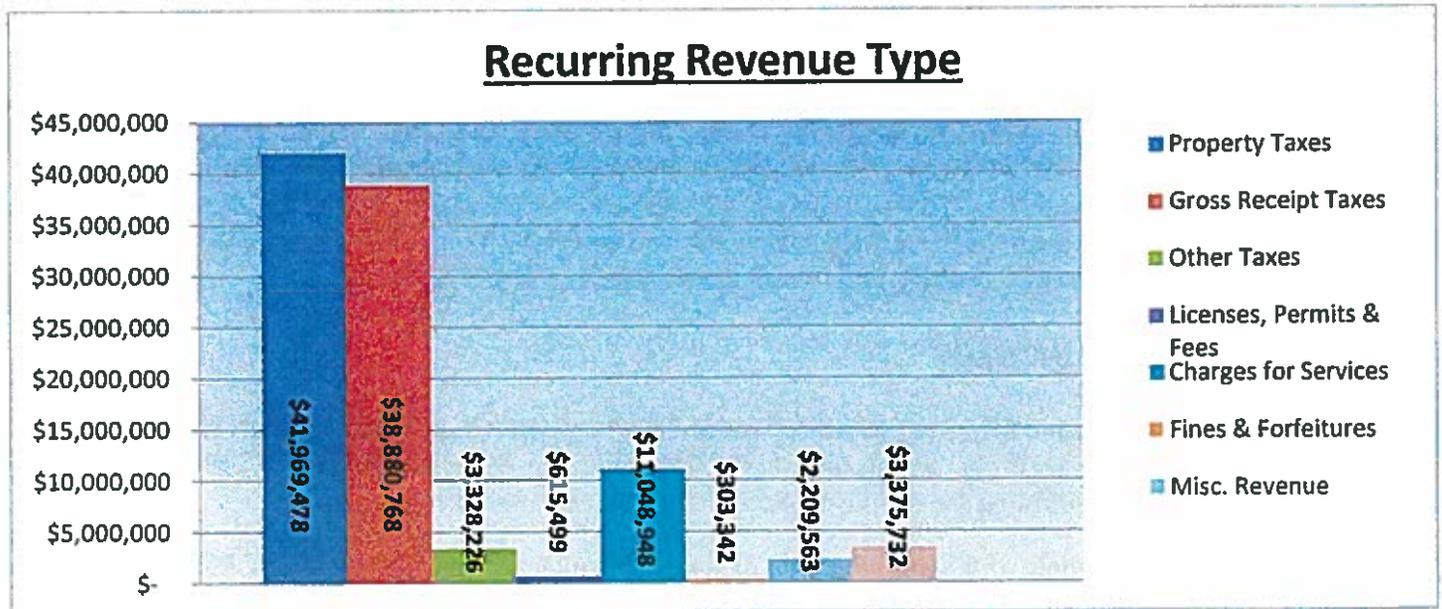
ISSUE:

Enclosed is a report summarizing the financial activities of the County through the month ending April 30, 2014.

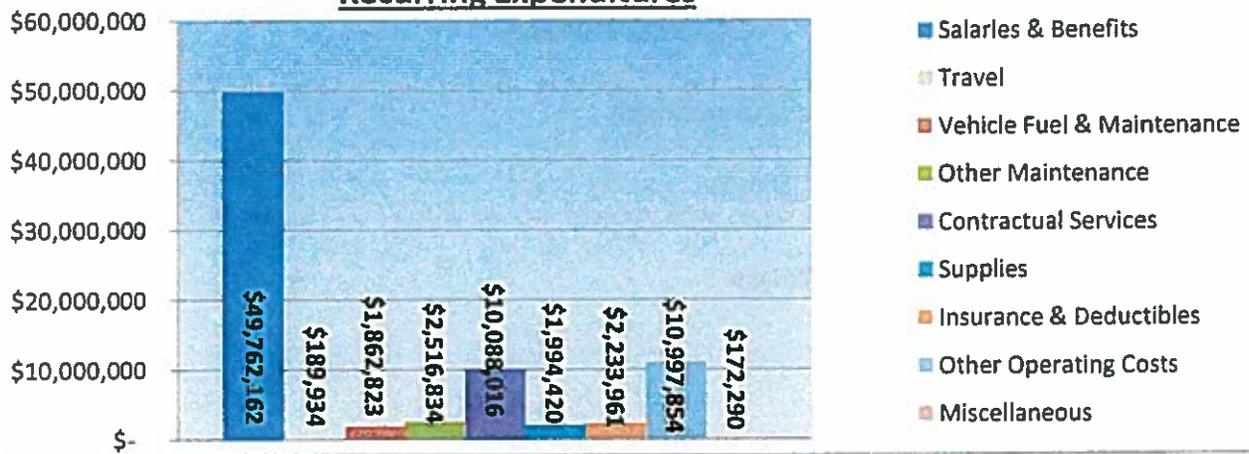
BACKGROUND:

This is a comparison of revenues and expenditures on a recurring versus non-recurring basis. The monthly report will still highlight major revenue sources. Below are several charts that identify 1) the recurring revenue sources, 2) the recurring expenditures and 3) a comparison of the two side by side.

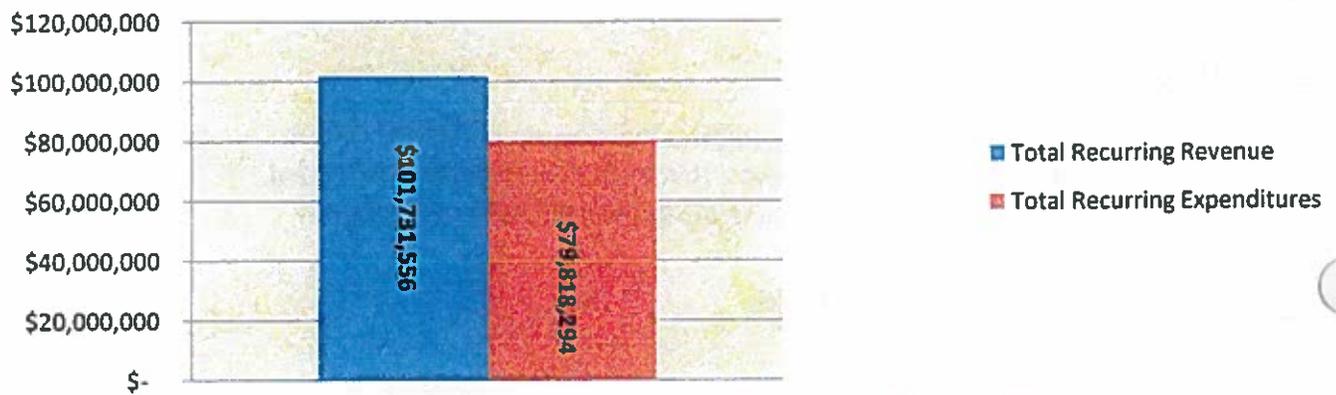
RECURRING VERSUS NON-RECURRING



Recurring Expenditures



Recurring Revenues versus Recurring Expenditures



Through the month of April, as noted in the charts above, the revenues collected totaled \$101.7 million and exceeded the expenditures of \$79.8 million. The revenue collections exceed the prior year's collections for the same period by \$3.6 million or 3.7%. The increase can be attributed to increased collections for property taxes (\$2.3 million), gross receipt taxes (\$2.5 million) and other taxes (\$403,791). The increases were offset by decreases in charges for services (\$1 million) and miscellaneous revenue (\$569,493).

NON-RECURRING EXPENDITURES

Capital expenditures are non-recurring expenditures funded by non-recurring sources. Such sources include bond proceeds, special appropriations, grants and cash balances from excess revenues of prior years. The capital expenditures incurred through the month of April 2014 total \$33.7 million.

The following is a listing of some of the major capital expenditures incurred thru the month of April:

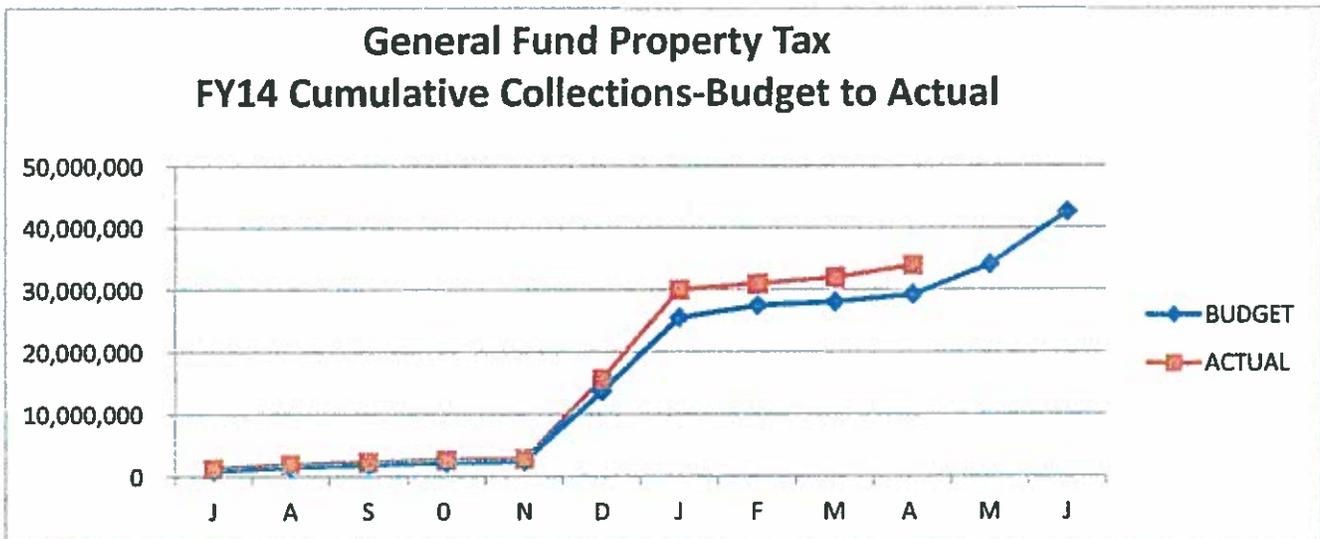
SFC Edgewood Fire Station	\$ 919,433	Judicial Court Complex	\$ 986,661
Old District Court Bldg	\$ 176,430	Corrections Facilities/Eqmt	\$ 1,299,662
Caja Del Rio	\$ 1,373,229	Vehicles County-wide	\$ 4,025,266
County Road 98	\$ 1,472,175	Hale Road	\$ 764,355
Colorado Library	\$ 717,145	La Cienega Fire Station	\$ 697,316
CR 77-Camino La Tierra	\$ 542,732	Western Road	\$ 440,071
N. Weimer Road	\$ 325,183	SF River Greenway	\$ 443,683
Santa Fe River Trail	\$ 142,893	B Anaya Road	\$ 292,720
CR 16-A Jaymar	\$ 166,343	Roach Road	\$ 150,233

Also included for your information are the charts reflecting major revenue sources and collections through April.

REVENUE:

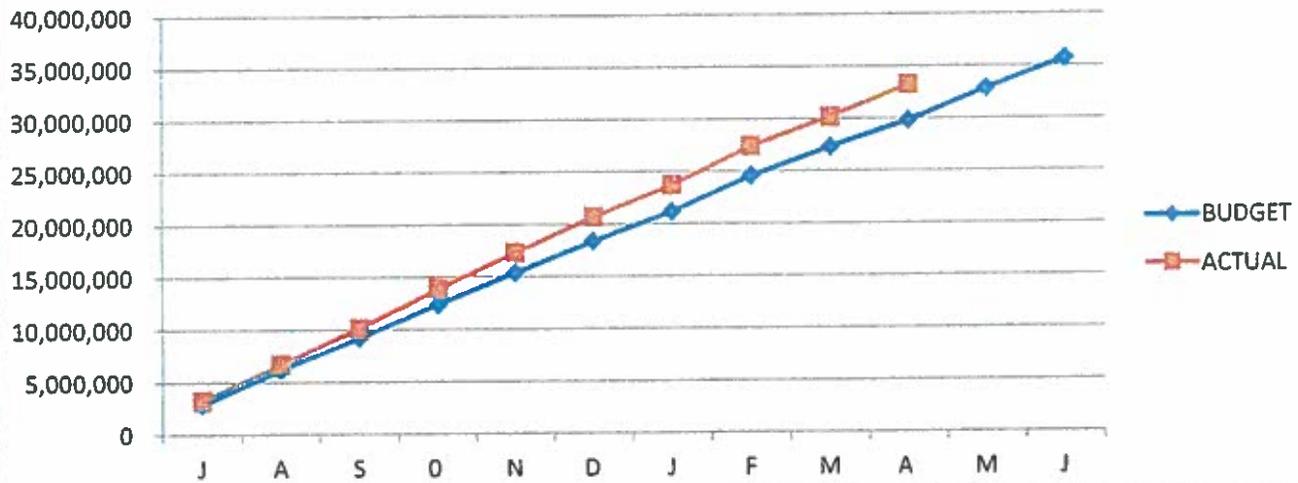
Property tax is recorded monthly and compared to the actual monthly budget forecasts. Property tax revenue budget estimates are conservative, as a budget shortfall in tax receipts would have a serious impact on various County operations.

Actual property tax collections of \$34 million through the end of April exceed the budget of \$29.2 million by \$4.7 million. The collections are \$2.1 million or 6% above the prior year's collections for the same time period. The chart below includes collections through April.



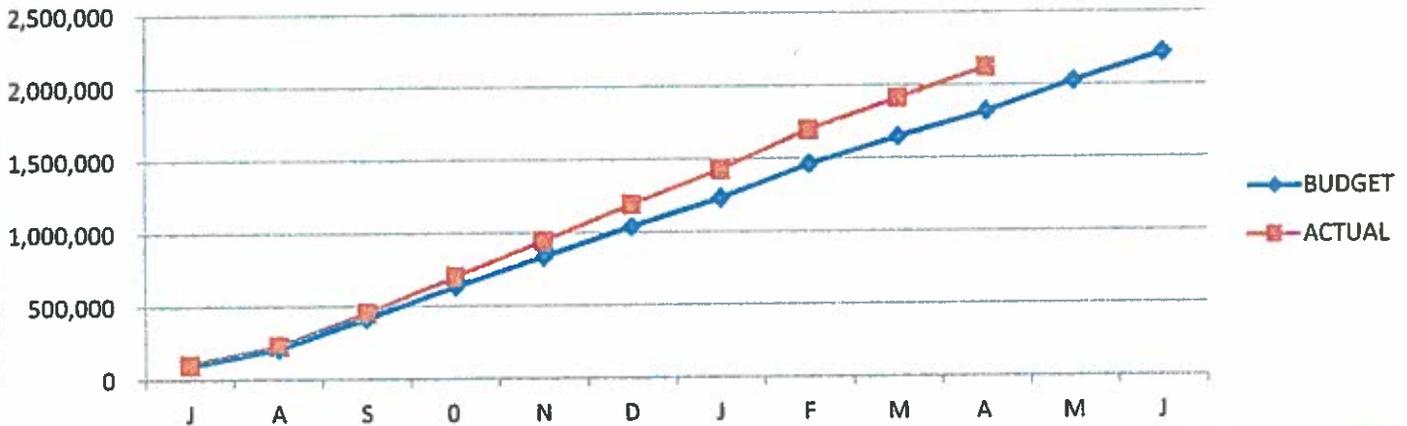
The gross receipts taxes are estimated from trend data and from economic analysis of the business activities in the areas of construction, wholesale, retail and service sectors. Combined, both the county-wide and the unincorporated gross receipt taxes collected through April total \$35.3 million and are \$3.7 million greater than above the budgeted amount of \$31.6 million. Total year-to-date collections were greater than the collections of the prior year by \$2.9 million or 9% for the same time period.

COUNTY-WIDE GROSS RECEIPTS TAXES FY14 CUMULATIVE COLLECTIONS-BUDGET TO ACTUAL



The actual unincorporated GRT collections began to rebound in FY 2013. In FY 2014 the total unincorporated GRTs through April are above budget by \$304,534. The unincorporated GRT collections total \$2.1 million through April and are \$1 million above the prior year collections. The increase is mainly attributable to the enacted Fire Excise Tax which began receiving monthly collections in September resulting in an average monthly amount of \$100,000 to \$115,000. Through April, the Fire Excise GRT collections total \$921,719.

UNINCORPORATED COUNTY GROSS RECEIPTS TAX FY14 CUMULATIVE COLLECTIONS-BUDGET TO ACTUAL



SUMMARY:

Finance staff will continue to complete the Interim Budget for FY 2015 for BCC approval at the May 27th Administrative BCC meeting. Statutorily, the Interim Budget is due to DFA by May 31st. Finance will include the recommendations received by the BCC on May 13th. Any additional significant changes, if necessary, may be addressed between the Interim and Final Budget deadlines.



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

ORDINANCE NO. 2014 – ____

AN ORDINANCE AMENDING ORDINANCE NO. 2014-1 (AN ORDINANCE ESTABLISHING A LIVING WAGE WITHIN SANTA FE COUNTY; SPECIFYING EMPLOYERS SUBJECT TO THE LIVING WAGE; MAKING FINDINGS AS TO THE NECESSITY OF A LIVING WAGE; ESTABLISHING A PROHIBITION ON RETALIATION FOR REPORTING VIOLATIONS OF THE LIVING WAGE; PROVIDING FOR REMEDIES AND PENALTIES; SPECIFYING ENFORCEMENT OFFICERS; PROVIDING THE PROCESS TO BE EMPLOYED UPON COMPLAINTS OF VIOLATION; ESTABLISHING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE), TO MODIFY THE BASE WAGE FOR TIPPED EMPLOYEES

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SANTA FE COUNTY THAT ORDINANCE NO. 2014-1, IS AMENDED AS FOLLOWS:

1. Section Five (Minimum Wage Payment Requirements), subsection B is amended to read as follows:

B. An employer shall pay an employee who customarily and regularly receives more than thirty dollars (\$30.00) a month in tips and/or commissions:

(i) the base wage; and

(ii) an amount determined by subtracting from the living wage both the base wage and the tips and commissions actually received by an employee; provided that, if the result of this calculation is less than zero, no additional wages are due under this subparagraph (ii).

The base wage is the minimum cash wage that must be paid to tipped employees under the federal Fair Labor Standards Act of 1938, 29 U.S.C., Chapter 8. Tips received by an employee shall be determined in accordance with the federal Fair Labor Standards Act of 1938, 29 U.S.C., Chapter 8, and implementing regulations.

2. All provisions of Ordinance No. 2014-1 not herein amended shall remain in full force and effect.

3. This Ordinance shall become effective thirty days after recordation pursuant to NMSA 1978, Section 4-37-9(1975).

PASSED, ENACTED AND ADOPTED THIS ____ DAY OF _____, 2014.

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

Daniel W. Mayfield, Chair

ATTEST:

Geraldine Salazar
Santa Fe County Clerk

APPROVED AS TO FORM:

Stephen C. Ross, County Attorney

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

ORDINANCE NO. 2014 – ____

AN ORDINANCE AMENDING ORDINANCE NO. 2014-1 (AN ORDINANCE ESTABLISHING A LIVING WAGE WITHIN SANTA FE COUNTY; SPECIFYING EMPLOYERS SUBJECT TO THE LIVING WAGE; MAKING FINDINGS AS TO THE NECESSITY OF A LIVING WAGE; ESTABLISHING A PROHIBITION ON RETALIATION FOR REPORTING VIOLATIONS OF THE LIVING WAGE; PROVIDING FOR REMEDIES AND PENALTIES; SPECIFYING ENFORCEMENT OFFICERS; PROVIDING THE PROCESS TO BE EMPLOYED UPON COMPLAINTS OF VIOLATION; ESTABLISHING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE), TO MODIFY THE BASE WAGE FOR TIPPED EMPLOYEES

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(i) the base wage; and

(ii) an amount determined by subtracting from the living wage both the base wage and the tips and commissions actually received by an employee; provided that, if the result of this calculation is less than zero, no additional wages are due under this subparagraph (ii).

Until January 1, 2015, the base wage is the minimum cash wage that must be paid to tipped employees under the federal Fair Labor Standards Act of 1938, 29 U.S.C., Chapter 8. Commencing on January 1, 2015, the base wage shall be thirty percent of the living wage established by this Ordinance. On January 1, 2015 the base wage rate shall be three dollars and twenty cents (\$3.20) per hour. Thereafter, the base wage shall increase simultaneous with each living wage increase. Tips received by an employee shall be determined in accordance with the federal Fair Labor Standards Act of 1938, 29 U.S.C., Chapter 8, and implementing regulations.

2. All provisions of Ordinance No. 2014-1 not herein amended shall remain in full force and effect.

3. This Ordinance shall become effective thirty days after recordation pursuant to NMSA 1978, Section 4-37-9(1975).

PASSED, ENACTED AND ADOPTED THIS ____ DAY OF _____, 2014.

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

Daniel W. Mayfield, Chair

ATTEST:

Geraldine Salazar
Santa Fe County Clerk

APPROVED AS TO FORM:

Stephen C. Ross, County Attorney

PASSED, ENACTED AND ADOPTED THIS ____ DAY OF _____, 2014.

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

Daniel W. Mayfield, Chair

ATTEST:

Geraldine Salazar
Santa Fe County Clerk

APPROVED AS TO FORM:

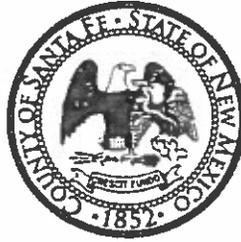
Stephen C. Ross, County Attorney



Daniel "Danny" Mayfield
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: *May 14, 2014*

TO: *Board of County Commissioners*

FROM: *Adam Leigland, Public Works Department Director*

VIA: *Katherine Miller, County Manager*

ITEM AND ISSUE: *BCC Meeting May 17, 2014*

*AZ
5/14/14*

REQUEST APPROVAL OF ORDINANCE 2014-___ , AN ORDINANCE AMENDING ORDINANCE NO. 2012-7 (AMENDING ORDINANCE 2010-5 TO EXTEND THE TIME DURING WHICH PERMITS WILL REMAIN VALID), TO ENSURE THAT RESIDENTIAL SOLID WASTE PERMITS SOLD FOR FISCAL YEAR 2015 AND EACH YEAR THEREAFTER SHALL NOT EXPIRE UNTIL FULLY UTILIZED (SECOND PUBLIC HEARING)

BACKGROUND AND SUMMARY:

Following the Solid Waste Assessment and Management Study recommendations, the Solid Waste Task Force (SWTF) and staff are recommending that the solid waste permits sold for Fiscal Year 2015 and beyond have no expiration date and do not functionally expire until the permit is fully utilized. To implement this, an amendment to the current solid waste ordinance is required.

At the March 25, 2014, BCC meeting, the BCC requested that two public hearings be held on this ordinance amendment. The first public hearing was held on April 29, 2014; this is the second.

Additionally, Commissioner Anaya is seeking a modification to this proposed ordinance amendment to make it retroactive to permits purchased in FY14. Thus, an alternative ordinance change version to reflect those changes is also presented here, called Scenario 2 in the FIR.

Solid waste permits for FY15 will go on sale starting May 19, 2014. The SWTF also recommended the introduction of 6- and 12-punch permits, and that the permit cycle follow the calendar year rather than the fiscal year, since the calendar year makes more sense to the customer. Staff will be bringing the new permits for BCC approval in July. These permits would also not expire until fully utilized.

A fiscal impact report for both ordinance change versions is attached to this memo. In short, the fiscal impact to make the permits non-expiring for FY15 and beyond is hard to predict, at least for the first year, but, depending on how the pricing for the new 6- and 12-permits is set, could be small or even zero. Removing the expiration date from 24 trip permits sold for or in FY15 is not expected to affect revenue for FY 2015, since patrons will need to purchase the same number of permits - recognizing that their FY14 permits will have expired. As stated above, without other permit changes, it is likely to appreciably reduce revenue for FY 2016 and beyond. With the removal of the annual permit expiration, some patrons may take 2 or even 3 years to fully utilize all 24 trips - meaning they will no longer be purchasing a new permit each year. Convenience center usage data suggests that, on average, 24 trip permit holders use 13 of their 24 trips each year - about 55%. This suggests that yearly 24 trip permit purchases may decrease by 45% - reducing the \$400K annual revenue by \$180K beginning in FY 16 and continuing each FY thereafter. The fiscal impact to make the change retroactive to FY14 permits is easier to predict because of our knowledge of permit sales and use, and is estimated at between \$150,000 and \$200,000 in foregone FY15 sales.

ACTION REQUESTED:

Approve subject ordinance amendment

THE BOARD OF COUNTY COMMISSIONERS OF
SANTA FE COUNTY

ORDINANCE NO. 2014 – ____

AN ORDINANCE AMENDING ORDINANCE NO. 2012-7 (AMENDING
ORDINANCE 2010-5 TO EXTEND THE TIME DURING WHICH PERMITS
WILL REMAIN VALID), TO ENSURE THAT RESIDENTIAL SOLID WASTE
PERMITS SHALL NOT EXPIRE UNTIL FULLY UTILIZED

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF
SANTA FE COUNTY THAT ORDINANCE NO. 2012-7, IS AMENDED AS
FOLLOWS:

1. Section One is repealed and replaced with the following:
Section One. Amendment of Section 13(A)(1) of Ordinance 2010-5:
The second to last sentence of Section 13(A)(1) is now repealed and replaced with
the following:
“Residential Solid Waste Permits shall be valid until all permitted trips have been
utilized.”
2. All provisions of Ordinance No. 2012-7 not herein amended shall remain in full
force and effect.
3. This Ordinance shall become effective thirty days after recordation pursuant to
NMSA 1978, Section 4-37-9(1975).

PASSED, ENACTED AND ADOPTED THIS ____ DAY OF _____, 2014.

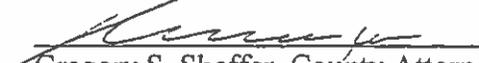
BOARD OF COUNTY COMMISSIONERS
OF SANTA FE COUNTY

Daniel W. Mayfield, Chair

ATTEST:

Geraldine Salazar
Santa Fe County Clerk

APPROVED AS TO FORM:


Gregory S. Shaffer, County Attorney

SANTA FE COUNTY FISCAL IMPACT REPORT (FIR)

This Fiscal Impact Report (FIR) shall be completed for each proposed ordinance or resolution as to its direct impact upon the County's operating budget and is intended for use by staff of the Human Resources and Finance Divisions, the County Manager and the governing body of Santa Fe County. Ordinances/resolutions with a fiscal impact must be reviewed by the Finance Division Director or the Budget Administrator. Ordinances/resolutions with proposed staffing increases must be reviewed and approved by the Human Resources staff and approved by the County Manager before presentation to the Board of County Commissioners (BCC).

Please refer to the instructions on how to complete this form.

Section A. General Information

Ordinance Resolution Other

A single FIR may be used for related ordinances and/or resolutions.

Short Title(s):	Amending the Solid Waste Ord. Eliminating 24 Trip Annual Permit Expiration
Reviewing Division(s):	Public Works
Person Completing FIR:	Craig O'Hare
Date: 5/12/2014	Phone: 992-3044

Section B. Summary

Briefly explain the purpose and major provisions of the ordinance/resolution.

Eliminates the expiration date (currently at the end of each FY for 24 trip solid waste permits).
Two ordinances have been prepared representing two scenarios/options: Scenario/Ordinance 1: Expiration is eliminated prospectively - for 24 trips permits sold for or in FY 15 and beyond. FY 14 permits would expire on Aug. 1, 2014, per the existing solid waste code. Scenario/Ordinance 2: In addition to Scenario 1 above, FY 14, 24 trip permits currently held by citizens would not expire and could be utilized until all 24 trips have been used. The projected revenue impacts (i.e. reduction of revenue) are different for each scenario.

Section C. Fiscal Impact

NOTE: Financial information on this FIR does not directly translate into a Santa Fe County budget increase.

- a. The item must be presented to the Finance Division for analysis and recommendation as a potential request to increase the existing budget for the county.
- b. Detailed budget information must be included, such as funding source, amounts and justification.
- c. Detailed salary and benefit for new full-time equivalents (FTE's) must be included. The request must be approved by the staff of the Human Resources Division for each new FTE request.

1. Projected Expenditures:

- a. Indicate Fiscal Year(s) affected – the current fiscal year and the following three fiscal years, where applicable
- b. Indicate: "A" if current budget and level of staffing will absorb the costs
"N" if new, additional, or increased budget or staffing will be required
- c. Indicate: "R" if recurring annual costs
Indicate: "NR" if one-time, non-recurring costs, such as start-up, contract or equipment costs
- d. Attach additional projection schedules if four years does not adequately project revenue and costs patterns
- e. Costs may be netted or show as an offset if some cost savings are projected (please explain further in Section 3 Narrative)
- f. Please provide additional fiscal impact information for years 3 and 4 in the Expenditure/Revenue Narrative.
- g. This form allows for information related to two fiscal years. Please note *info* relation to other fiscal years in narrative 3.

Exp. Classification	FY	"A"	"R"	FY	"A"	"R"	Funds affected
		or "N"	or "NR"		or "N"	or "NR"	
Salary and Benefits							Select or type...
Maintenance							Select or type...
Other Operating							Select or type...
Contractual Services							Select or type...
Capital Requirements							Select or type...
Total					\$0	\$0	

*Any indication that additional staffing would be required must be reviewed and approved in advance by the County Manager by attached memo before release of FIR to the Board of County Commissioners (BCC).

** For salary and benefit information contact the Finance Division, or attach the New FTE Request form to provide necessary information.

2. Revenue Sources:

- a. To indicate new revenues and/or

- b. Required for costs for which new expenditure budget is proposed above in item 1.
 c. Please provide additional fiscal impact information for years 3 and 4 in the Expenditure/Revenue Narrative.

Type of Revenue	FY 2015	"R" or "NR"	FY 2016	"R" or "NR"	Funds Affected
Permit sales	(\$200,000)	R	\$180,000	R	Special Revenue _
Total	(\$200,000)		\$180,000		

3. Expenditure/Revenue Narrative:

Explain expenditures, grant match requirements, justify salary and benefit costs for new FTE request, detail capital and operating uses, etc. Explain revenue source(s). Include revenue calculations, grant(s) available, anticipated date of receipt of revenues/grants, etc. (Attach supplemental page, if necessary). Also, provide expanded information for fiscal year three and four impact for both revenue and expenditures.

This is a recommendation by the Solid Waste Task Force. Convenience center permit fee revenue currently generates approximately \$400,000/year - covering about 16% of total solid waste operations costs. Currently, 24 trip solid waste permits expire at the end of each fiscal year - regardless of whether all of the trips have been "used up". Thus, convenience center patrons are required to purchase another 24 trip permit each new fiscal year. Scenario/Ordinance 1: Removing the expiration date from 24 trip permits sold for or in FY15 is not expected to affect revenue for FY 2015, since patrons will need to purchase the same number of permits - recognizing that their FY14 permits will have expired. It is likely, however, to appreciably reduce revenue for FY 2016 and beyond. With the removal of the annual permit expiration, some patrons may take 2 or even 3 years to fully utilize all 24 trips - meaning they will no longer be purchasing a new permit each year. Convenience center usage data suggests that, on average, 24 trip permit holders use 13 of their 24 trips each year - about 55%. This suggests that yearly 24 trip permit purchases may decrease by 45% - reducing the \$400K annual revenue by \$180K beginning in FY 16 and continuing each FY thereafter. Scenario/Ordinance 2: Eliminating the expiration for FY14, 24 trip permits currently held by citizens, however, may result in a loss of revenue that could range from \$150,000-250,000 for FY 15. A more precise estimate of the projected revenue reduction is not possible recognizing that more detailed (i.e. the distribution of) permit usage data is not available. The mid-point of \$200K in revenue reduction is used for the FY15 fiscal impact (table above). Any reduction in permit fee revenue will need to be made up with General Funds in order to cover convenience center operational costs. Revenue from the County Environmental Care Receipts tax is already fully allocated to solid waste operations.

Section D. General Narrative

1. Conflicts:

Does this proposed ordinance/resolution duplicate/conflict with/companion to/relate to any County code, approved ordinance or resolution, other adopted policies and legislation? Include details of county adopted ordinances/resolutions and dates. Summarize the relationships, conflicts or overlaps.

Amends Solid Waste Ordinances 2010-5, 2012-7.

2. Consequences of Not Enacting This Ordinance/Resolution:

Are there consequences of not enacting this ordinance/resolution? If so, describe.

Solid waste permits will continue to expire each fiscal year.

3. Technical Issues:

Are there incorrect citations of law, drafting errors or other problems? Are there any amendments that should be considered? Are there any other alternatives which should be considered? If so, describe.

No.

4. Community Impact:

Briefly describe the major positive or negative effects the ordinance/resolution might have on the community including, but not limited to, businesses, neighborhoods, families, children and youth, social service providers and other institutions such as schools, churches, etc.

Convenience center patrons will appreciate that they will be able to fully utilize their permit.



FISCAL ANALYSIS PERMITS NONEXPIRING.xlsx
13.95 KB



No file attached



No file attached

FISCAL ANALYSIS - REVENUE CHANGES WITH PERMIT OPTIONS
FY 14 THRU MARCH, 2014

PERMIT TYPE	NUMBER SOLD IN FY14	TOTAL POSSIBLE PUNCHES	PUNCHES USED JULY 2013-MARCH 2014	ESTIMATED PUNCHES USED APRIL - JUNE 2014*	POTENTIAL PUNCHES STILL AVAILABLE	POTENTIAL	
						24 -TRIP PERMITS NOT SOLD FY15	POSSIBLE REVENUE SHORT FALL \$75/ PERMIT FY15
24-TRIP	3760	90240					
SENIOR	1553	37272					
LOW INCOME	90	2160					
TOTAL	5403	129672	52,754	19,257	57,661	2,402	\$ 180,150.00

*Punch data not yet available for April, May, & June 2014; used data from 2013

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

ORDINANCE NO. 2014 – ____

AN ORDINANCE AMENDING ORDINANCE 2010-5 (ESTABLISHING SOLID WASTE FEES) AND ORDINANCE NO. 2012-7, (AMENDING SECTION 13, PARAGRAPH (A)(1) TO EXTEND THE TIME DURING WHICH PERMITS WILL REMAIN VALID) TO FURTHER AMEND SECTION 13, PARAGRAPH (A)(1) TO ENSURE THAT RESIDENTIAL SOLID WASTE PERMITS SOLD FOR FISCAL YEAR 2015 AND EACH YEAR THEREAFTER SHALL NOT EXPIRE UNTIL FULLY UTILIZED

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SANTA FE COUNTY THAT SECTION 13, SERVICE FEES, PARAGRAPH (A)(1) OF ORDINANCE NO. 2010-5, AS AMENDED BY ORDINANCE NO. 2012-7, IS FURTHER AMENDED AS FOLLOWS:

Section One. Amendment of Section 13(A)(1) of Ordinance 2010-5, as amended by Ordinance 2012-7:

The second to last sentence of Section 13(A)(1), previously amended by Ordinance 2012-7, is now repealed and replaced with the following:

“Residential Solid Waste Permits sold for fiscal years 2014 and prior are valid for thirty days after the year printed on the permit, however Residential Solid Waste Permits sold for fiscal year 2015 and each year thereafter shall be valid until all permitted trips have been utilized.”

Section Two. Effective Date.

This Amendment shall become effective thirty days after recordation pursuant to NMSA 1978, Section 4-37-9(1975).

PASSED, ENACTED AND ADOPTED THIS ____ DAY OF _____, 2014.

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

Daniel W. Mayfield, Chair

ATTEST:

Geraldine Salazar
Santa Fe County Clerk

APPROVED AS TO FORM:

Gregory S. Shaffer, County Attorney

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

ORDINANCE NO. 2014 – ____

**AN ORDINANCE AMENDING ORDINANCE NO. 2012-7 (AMENDING
ORDINANCE 2010-5 TO EXTEND THE TIME DURING WHICH PERMITS
WILL REMAIN VALID), TO ENSURE THAT RESIDENTIAL SOLID WASTE
PERMITS SHALL NOT EXPIRE UNTIL FULLY UTILIZED**

**BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF
SANTA FE COUNTY THAT ORDINANCE NO. 2012-7, IS AMENDED AS
FOLLOWS:**

1. Section One is repealed and replaced with the following:

Section One. Amendment of Section 13(A)(1) of Ordinance 2010-5:

The second to last sentence of Section 13(A)(1) is now repealed and replaced with the following:

“Residential Solid Waste Permits shall be valid until all permitted trips have been utilized.”

2. All provisions of Ordinance No. 2012-7 not herein amended shall remain in full force and effect.
3. This Ordinance shall become effective thirty days after recordation pursuant to NMSA 1978, Section 4-37-9(1975).

PASSED, ENACTED AND ADOPTED THIS ____ DAY OF _____, 2014.

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

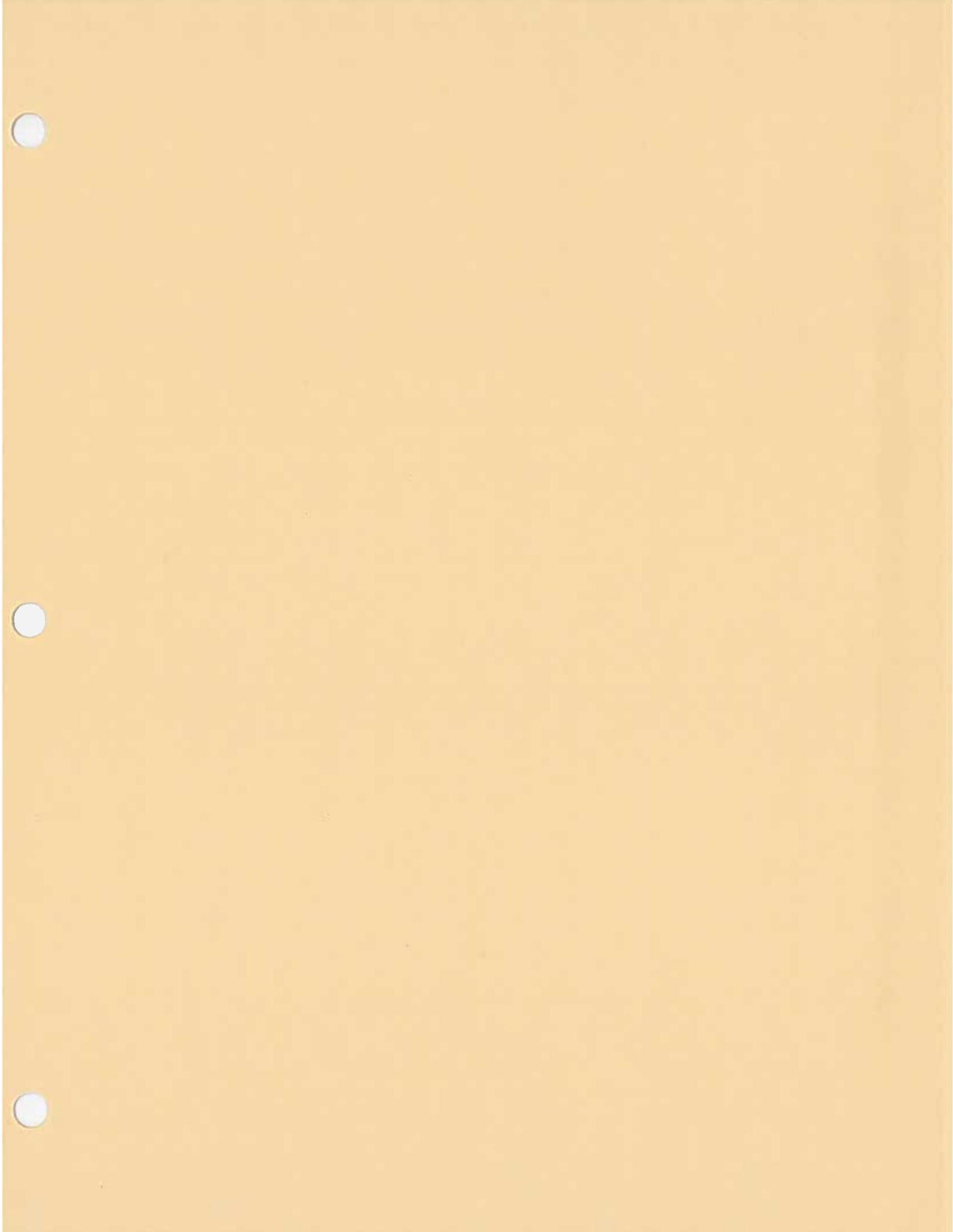
Daniel W. Mayfield, Chair

ATTEST:

Geraldine Salazar
Santa Fe County Clerk

APPROVED AS TO FORM:

Gregory S. Shaffer, County Attorney



**NO PACKET MATERIAL FOR THIS
ITEM
(TABLED)**



**NO PACKET MATERIAL FOR THIS
ITEM
(TABLED)**



NO PACKET MATERIAL FOR THIS ITEM

IX. CONCLUDING BUSINESS

A. ANNOUNCEMENTS

B. ADJOURNMENT (ACTION ITEM)

