

NO PACKET MATERIAL
FOR THIS ITEM



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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

Pablo Sedillo, III
Public Safety Director

To: Santa Fe County Board of County Commissioners
From: Pablo Sedillo, III 
Public Safety Department Director
Date: 4/30/13
Re: SFC Corrections Department Monthly Report for March 2013

The purpose of this memo is to provide you information relative to the SFC Corrections Department for the month of March 2013. During the month of March, the Detention Officer vacancy rate was 13% with 29 vacant positions, and 3 new hires. There were 830 bookings and 826 releases.

Adult Detention Facility

- Presentation of all Programs by Renee Fernandez, Programs Manager.
- All microwaves in housing areas were replaced.
- Capital outlay projects completed were the replacement of kitchen equipment and phase II of the resurfacing of the kitchen floor (all capital outlay was budgeted in current FY13 budget).
- Staff is working with the Director of Behavior & Training for the Santa Fe Animal Shelter and Humane Society in regards to piloting a Pet Project.
- Facility has provided 59 transports since implementation in November 2012 for released inmates with 11 transported in the month of March.
- An estimated total of \$619,969.71 was billed for the month of March.

Youth Development Program

- Art Group and Yoga volunteer classes have begun.
- An estimated total of \$61,812.45 was billed for the month of March.

Electronic Monitoring

- Policies and Procedures have been revised and updated.
- Cost of equipment decreased and increase in revenue continues.
- The average population in Electronic Monitoring was 269 for the month. Revenue received for March was \$16,131.00 an \$860 increase from last month.

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

Santa Fe County

Public Safety Department

Corrections Division Overview



- * Adult Detention Facility
- * Youth Development Program
- * Electronic Monitoring Program

Corrections Division

Vacancy Rates / Number of Applicants and New Hires

Public Safety/Corrections Division									
FTE Status Report as of 03/31/13									
Facility\Program	Authorized FTE	Authorized Positions	Filled Positions	Vacant Positions	Frozen Positions	Fillable Vacancies	Positions Available	Vacancy Rate	
Administration	13.5	14	10	4	2	2	12	17	
Adult Facility	176	176	140	36	20	16	156	10	
Electronic Monitoring	9	9	8	1	1	0	8	0	
Maintenance	8	8	5	3	0	3	8	38	
Medical	34.7	38	23	15	10	5	28	18	
Youth Development Facility	56	57	24	33	25	8	32	25	
Totals	297.2	302	210	92	58	34	244	14	
Adult Detention Facility/Security									
Specific Vacancy Rates by Classification as of 03/31/13									
	Authorized FTE	Authorized Positions	Filled Positions	Vacant Positions	Frozen Positions	Fillable Vacancies	Positions Available	Vacancy Rate	
Postori Classification	102	102	73	29	18	11	84	13	
Detention Officer	15	15	14	1	0	1	15	7	
Corporal	14	14	11	3	0	3	14	21	
Sergeant	8	8	8	0	0	0	8	0	
Lieutenant									
Mar-13									
POSITION	FTE's	Frozen	Filled	Vacant Not Frozen	Available FTE's	Vacancy Rate			
RN's	6	0	4	2	6	33			
LPN's	8	2	5	1	6	17			
TOTAL	14	2	9	3	12	50			
Number of Applicants and New Hires									
Applicants	22								
New Hires	3								

SFC- Adult Detention Facilities

Accomplishments

Completed Projects for March 2013:

- ❖ All Microwaves utilized by inmates were replaced in all Housing Units.
- ❖ Purchased and installed a new Serving Line, two Mixers and an Ice Machine for the Kitchen.
- ❖ Phase II of Kitchen Floor Project completed, project is now complete.

SFC- Adult Detention Facilities Accomplishments

Programs

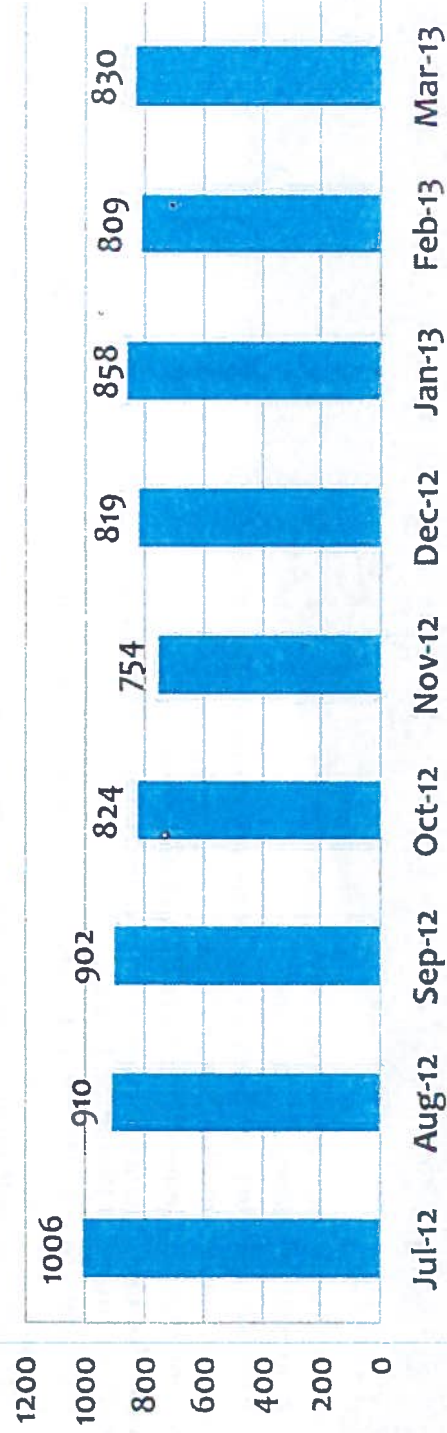
- ❖ Recruited nine (9) new volunteers, among them are:
 - A Domestic Violence Speaker and,
 - Two NM Workforce Connection employees to provide Life Skill Strategies
- ❖ New Volunteer Orientation Class held with 13 new volunteers.
- ❖ Parenting Class implemented in Delta Unit (male population).
- ❖ Director Suzanne Fuqua of Behavior & Training for the Santa Fe Animal Shelter and Humane Society proposed a pilot Pet Project for the Adult Detention Facility.
 - Provided a tour to Ms. Fuqua to observe where the dogs would play, sleep and be trained.
 - Will provide a rehabilitative and therapeutic program to the inmates at the Santa Fe County Adult Detention Facility (SFCADF) that will develop communication and reintegration skills, improve self-esteem, and develop empathy for others by training and caring for shelter dogs and preparing the dogs for adoption.
 - The Santa Fe Animal Shelter will provide food, supplies, veterinary care, inmate and staff training in canine body language and behavior modification and grooming training with the ultimate goal of offering the trained dogs for adoption in the community.
- ❖ Coordinating with Santa Fe Community Colleges GED Coordinator and Director of Testing regarding 2014 GED program; cost, books, testing requirements and location of testing.
- ❖ Attended a meeting with the NM Income Support Division and Human Services County Director to discuss transition services for inmates.
 - Temporary Assistance for Needy Families (TANF)
 - Food Stamps
 - Medical benefits upon release.
 - Application will be submitted by Programs Manager to Human Services County Director which will designate to staff to immediately process inmate applications.
 - Inmates will have their benefits the day after release, with the exception of Medical benefits.
- ❖ Distributed a Program Survey to all inmates asking for their input regarding Programs.
- ❖ Messiah House Volunteers offer a faith based program for all inmates interested in attending after release; inmates are scheduled prior to release for a one on one interview.

SFC - Adult Facilities

July 2012 Thru March 2013- Bookings

TOTAL POPULATION

July 2012 Thru March 2013 Bookings - Total Population

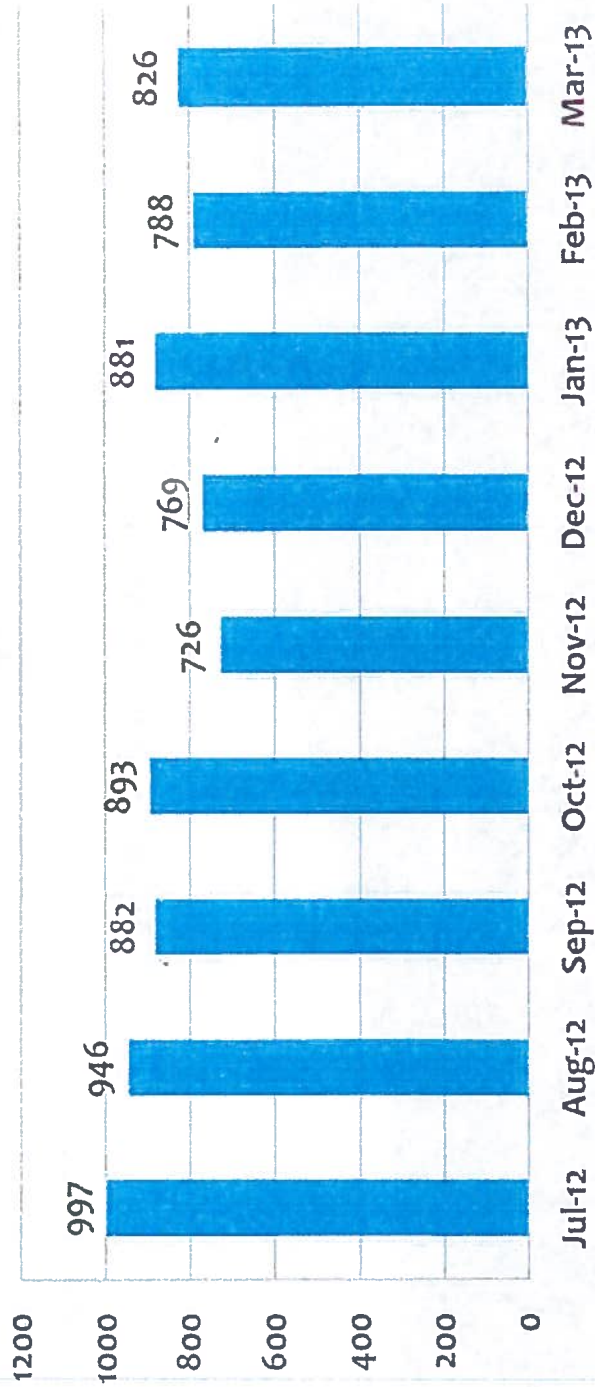


SFC - Adult Facilities

July 2012 Thru March 2013 Releases

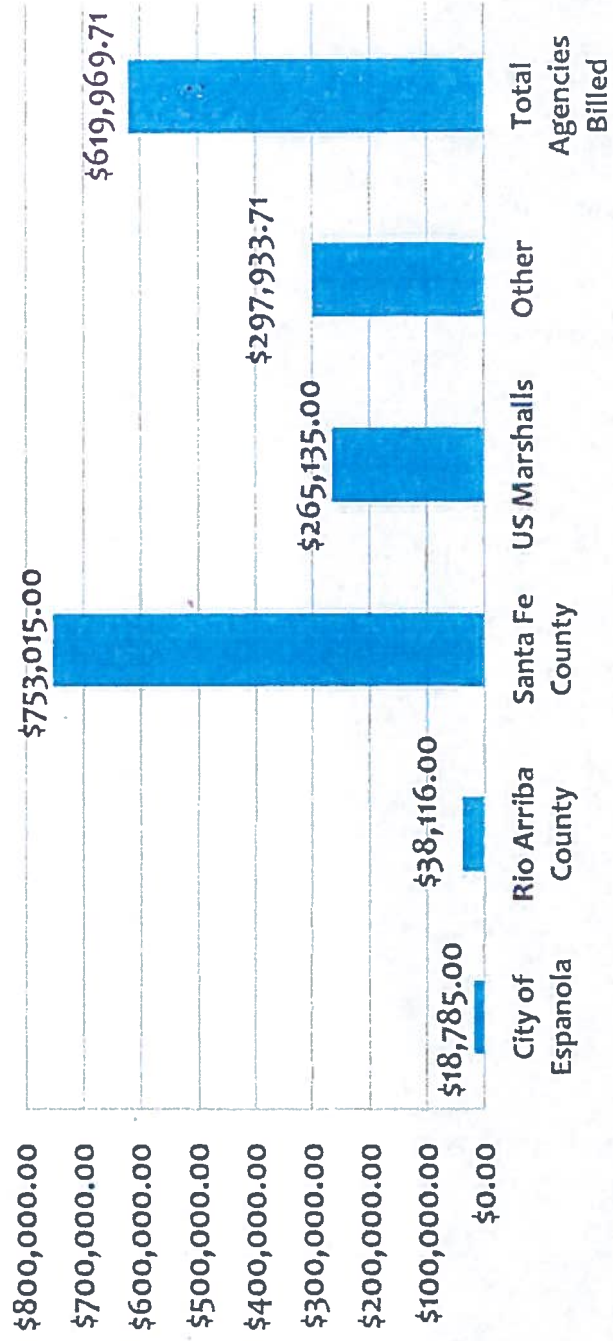
TOTAL POPULATION

July 2012 Thru March 2013 Releases



SFC - Adult Facilities Agencies Billed March 2013

Agencies Billed - March 2013



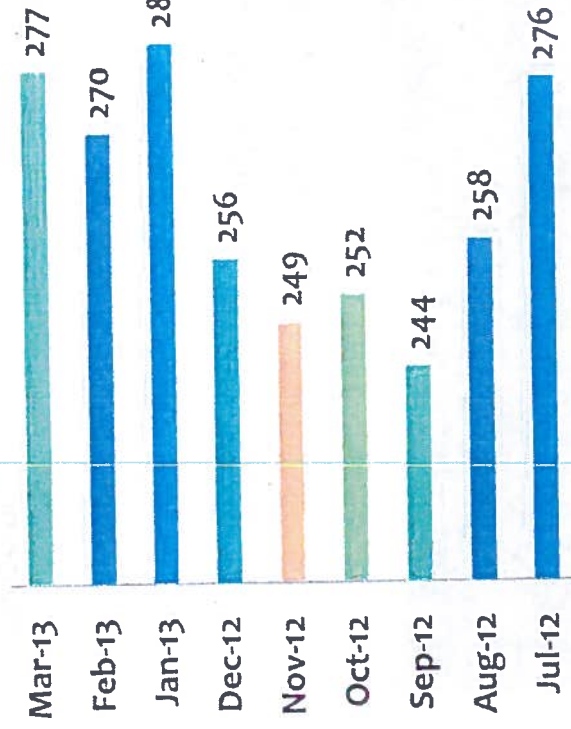
SFC – Adult Facilities

Total Inmate Population

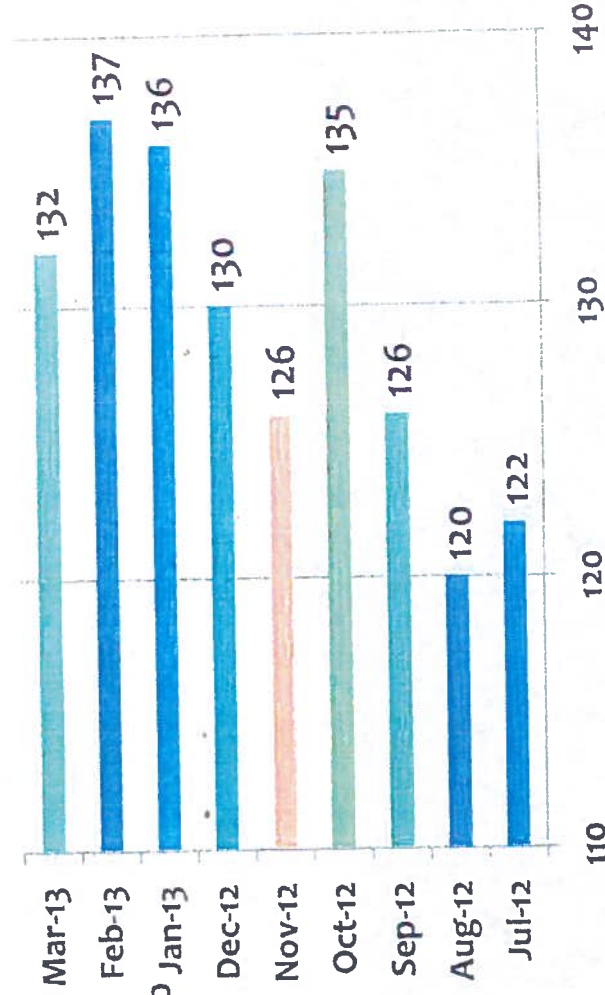
Santa Fe County and US Marshall

July 2012 thru March 2013

Santa Fe County Inmate Population
July 2012 thru March 2013

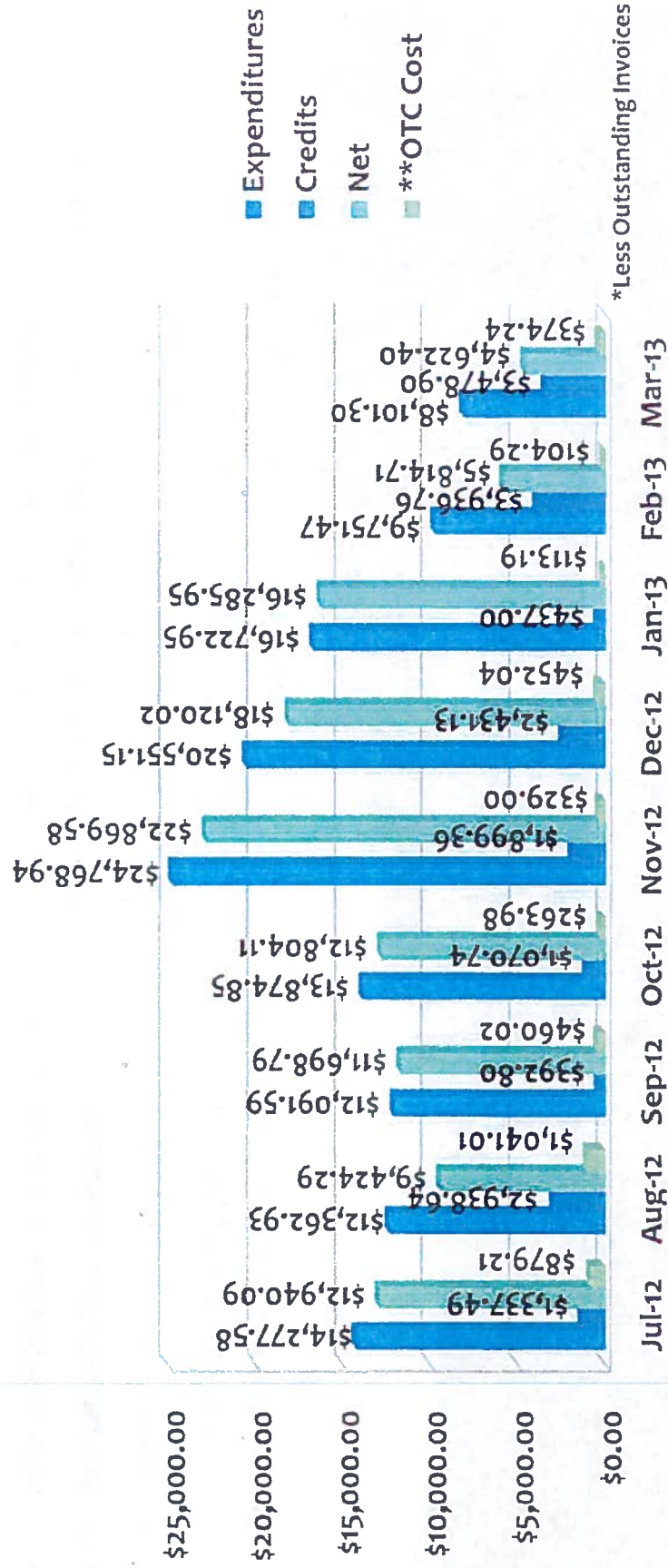


US Marshall Inmate Population
July 2012 thru March 2013



SFC - Adult Facility Diamond Pharmacy Cost Analysis (July 2012 thru March 2013)

Diamond Pharmacy Cost Analysis July 2012 thru March 2013

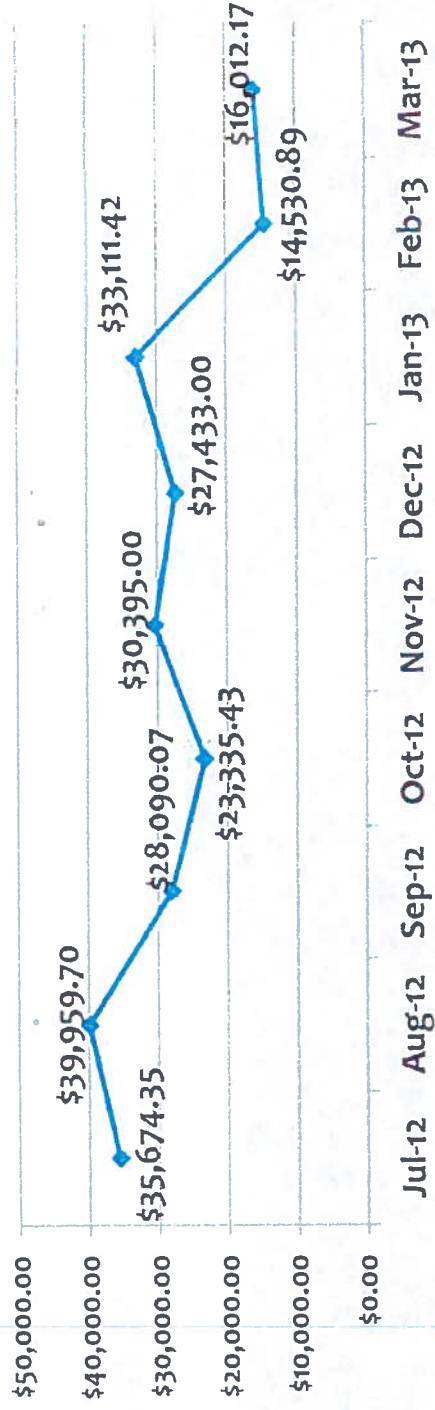


SFC - Adult Facility Agency Nurses

Cost Analysis (July 2012 thru March 2013)

Agency Nurses

Month	Expense
Jul-12	\$35,674.35
Aug-12	\$39,959.70
Sep-12	\$28,090.07
Oct-12	\$23,335.43
Nov-12	\$30,395.00
Dec-12	\$27,433.00
Jan-13	\$33,111.42
Feb-13	\$14,530.89
Mar-13	\$16,012.17



AMOUNTS ARE SUBJECT TO CHANGE PENDING ANY ADJUSTMENTS OR OUTSTANDING INVOICES.

Missing 2 weeks of billing, so this will change.

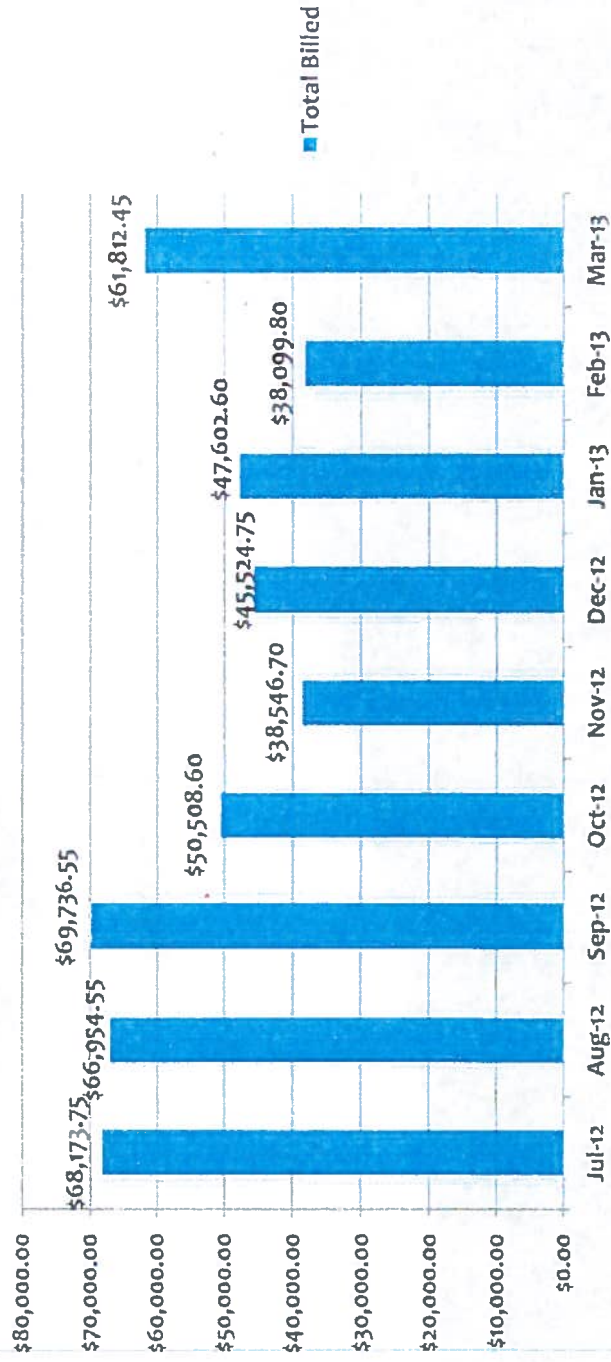
SFC Youth Development Programs - Accomplishments

Programs

- ❖ The following volunteer programs have begun:
 - Art Group (Site Santa Fe)
 - Yoga
- ❖ Quotes have been obtained for the removal and disposal of the old boilers.
- ❖ Bids have been obtained for the upgrade of plumbing equipment.
- ❖ The following services have been provided:
 - Medical (41 residents)
 - Dental (31 residents)
 - Psychiatry (10 residents)
- ❖ In process of revising Medical policies and procedures in anticipation of the National Commission on Correctional Healthcare (NCCHC) re-accreditation in the fall of 2013.
- ❖ Pharmacy expenses are continually kept down by keeping stock medications to a minimum and returning all unneeded medications to the pharmacy on a weekly basis.
- ❖ The procedure for sharps count was instituted in February 2013 and is performed on a daily basis and is working well.
- ❖ The Prison Rape Elimination Act (PREA) assessment is now part of the intake process.

SFC - Youth Development Programs Total Billed July 2012 thru March 2013

Total Billed July 2012 thru March 2013

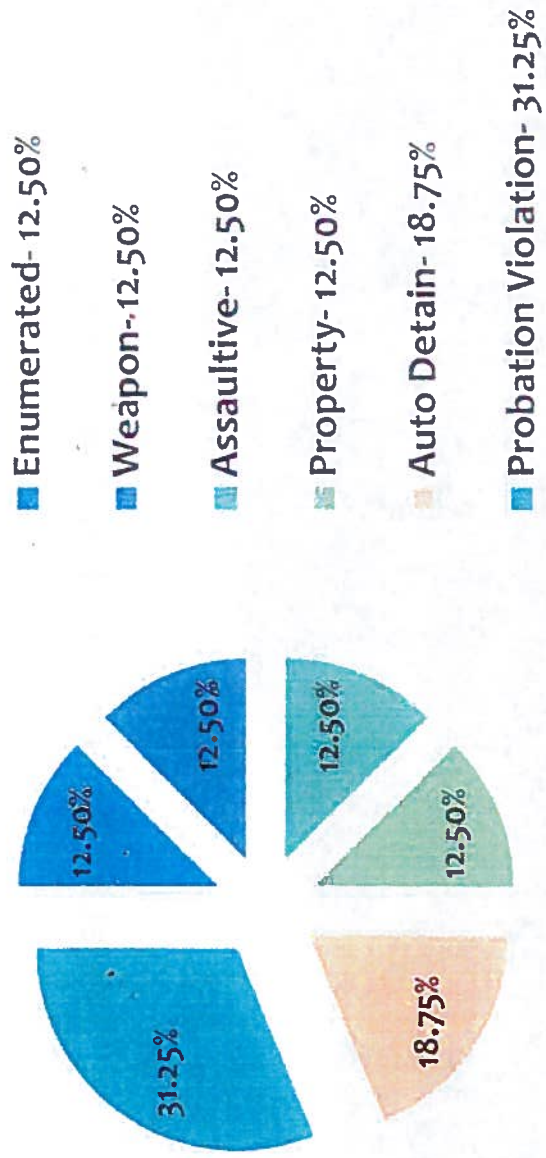


SFC – Youth Development Programs

Average Percent of Offenses

March 2013

Average Percent of Offenses
March 2013



SFC – Electronic Monitoring/Bonds – Accomplishments

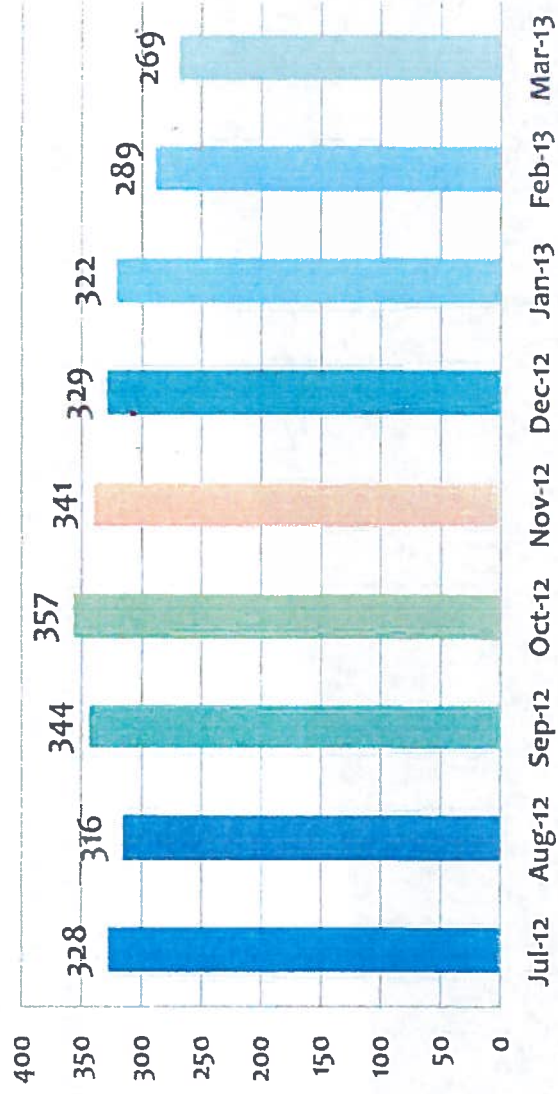
Program

- ❖ Billing for BI equipment continues has been maintained under \$30,000.00 per month.
- ❖ Revenue has increased from last month by a total of \$860.00.
- ❖ Clients unemployed has decreased 4% from last month.
- ❖ Policies have been revised and updated.

SFC - Electronic Monitoring/Bonds POPULATION (July 2012 Thru March 2013)

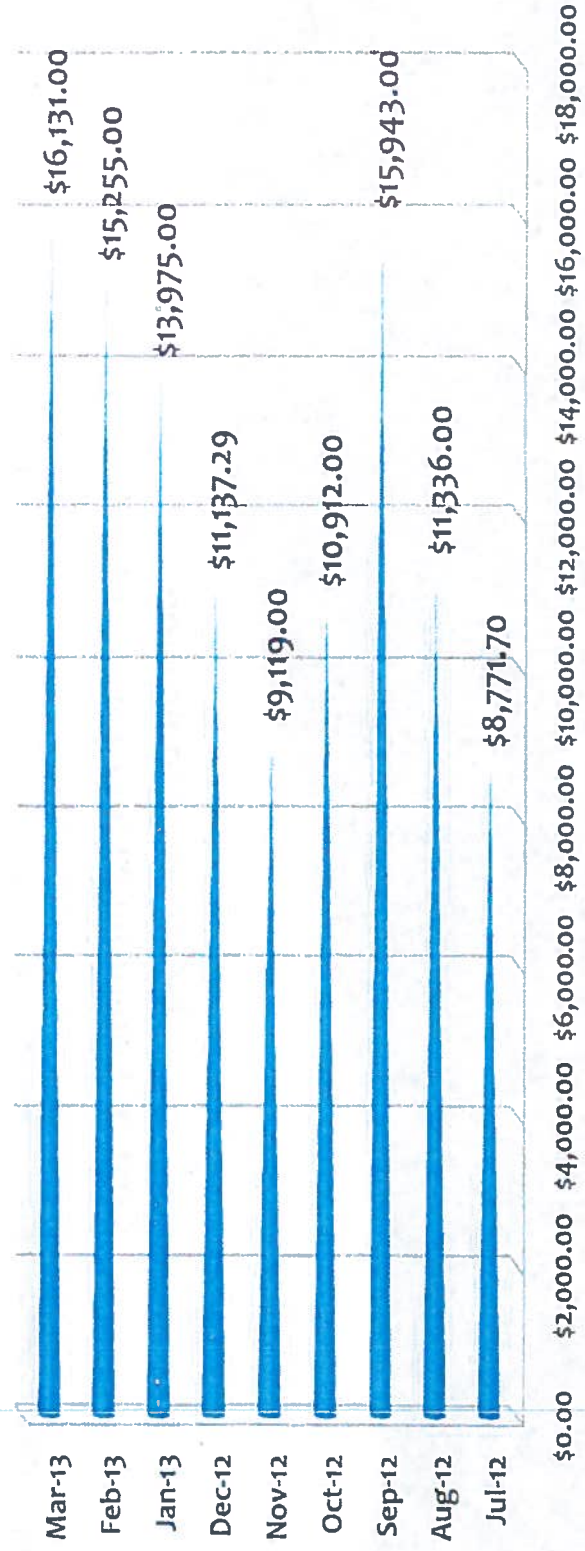
Electronic Monitoring

Total Population - July 2012 to March 2013



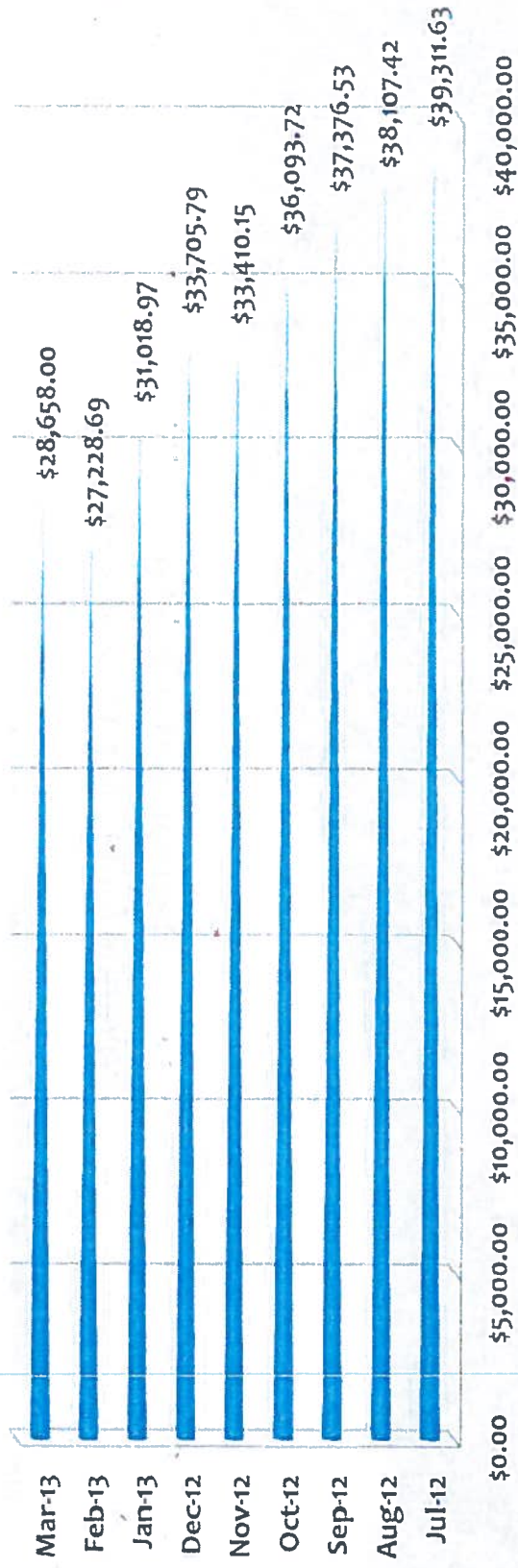
SFC - Electronic Monitoring/Bonds REVENUE (July 2012 Thru March 2013)

Electronic Monitoring
Revenue (July 2012 Thru March 2013)



SFC - Electronic Monitoring/Bonds COST OF EQUIPMENT (July 2012 Thru March 2013)

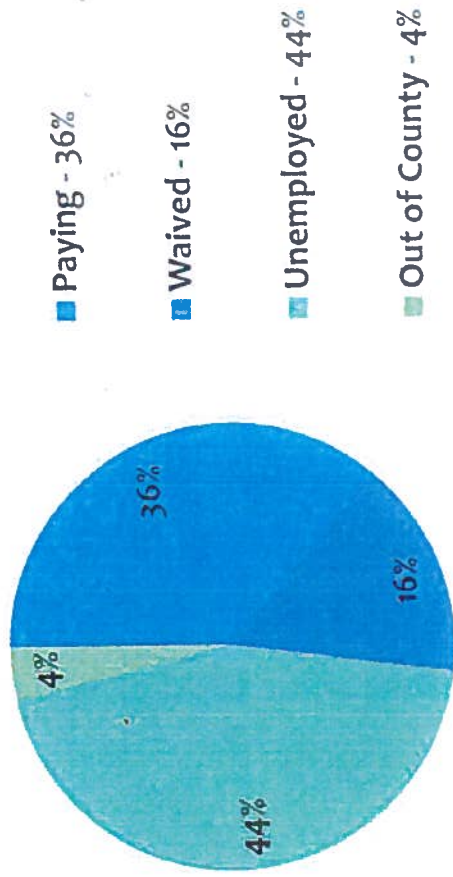
Electronic Monitoring
Cost of Equipment (July 2012 to March 2013)



AMOUNTS ARE SUBJECT TO CHANGE PENDING ANY ADJUSTMENTS OR OUTSTANDING INVOICES.

SFC – Electronic Monitoring/Bonds Client Financial Obligation March 2013

EM Clients Financial Obligation
March 2013



3/1/13 to 3/31/13					TRAFFIC					YEAR TO DATE				
COMM. DIST.	REQUESTS	ISSUED	CLOSED			COMM. DIST.	REQUESTS	ISSUED	CLOSED					
1	23	23	23			1	78	78	76					
2	7	7	7			2	22	22	21					
3	30	30	30			3	61	61	60					
4	3	3	3			4	23	23	23					
5	15	15	15			5	45	45	45					
TOTAL	78	78	78				229	229	225					
		100.00%	100.00%					100.00%	98.25%					

BUILDING SERVICES									
3/1/13 to 3/31/13					YEAR TO DATE				
COMM. DIST.	REQUESTS	ISSUED	CLOSED		COMM. DIST.	REQUESTS	ISSUED	CLOSED	
1	35	34	34			1	45	43	
2	15	15	15			2	21	21	
3	8	8	8			3	10	10	
4	2	2	2			4	3	2	
5	11	11	11			5	15	15	
TOTAL	71	70	70			94	91	91	
		98.59%	98.59%				96.81%	96.81%	

FACILITIES									
3/1/2013 to 3/31/2013					YEAR TO DATE				
COMM. DIST.	REQUESTS	ISSUED	CLOSED			COMM. DIST.	REQUESTS	ISSUED	CLOSED
1	48	40	38			1	168	156	149
2	18	16	15			2	49	45	39
3	10	9	4			3	22	19	14
4	13	13	11			4	46	46	44
5	13	13	12			5	34	28	27
TOTAL	102	91	80				319	294	273
		89.22%	78.43%					92.16%	85.58%

ROADS									
3/1/2013 to 3/31/2013					YEAR TO DATE				
COMM. DIST.	REQUESTS	ISSUED	CLOSED			COMM. DIST.	REQUESTS	ISSUED	CLOSED
1	16	16	10			1	74	74	62
2	6	6	5			2	25	25	23
3	24	24	20			3	97	97	90
4	6	6	5			4	44	44	43
5	13	13	11			5	34	34	32
TOTAL	65	65	51				274	274	250
		100.00%	78.46%					100.00%	91.24%



SANTA FE COUNTY

Capital Project Status Update (As of 4/16/2013 3:08:46 PM)

PW ProjectNbr	Project Name	Nature of Procurement	% Complete	District	Project Budget	Current Contract Amount	Estimated Start Date	Estimated Completion Date	Status RYG
1	Upgrade Drainage at Rio en Medio	Design	0	1			5/1/2013	6/30/2013	Green
2	0132 Upgrade Human Resources Building	Construction	0	1 2 3 4 5	\$100,000.00		5/1/2013	6/30/2013	Green
3	0133 Upgrade Edgewood Senior Center Garden	Construction	0	3	\$42,000.00		5/31/2013	7/31/2013	Green
4	0150 Public Safety Complex Upgrade Design	Design	0	1 2 3 4 5	\$100,000.00		3/29/2013	10/31/2013	Green
5	0150 Upgrade Public Safety Complex Cooling Tower	Construction	0	1 2 3 4 5		\$95,341.22	3/15/2013	5/31/2013	Green
6	0533 Espanola Basin Water Conservation Grant	Other	35	1 2 3 4 5		\$77,447.88	3/1/2012	9/30/2013	Green
7	0692 CR 67F La Barbaria Road Paving/Drainage Design - FY 16	Design	5	4	\$100,000.00		4/4/2016	7/29/2016	Green
8	0732 Romero Park	Construction	0	2	\$1,000,000.00		4/1/2014	8/31/2014	Green
9	0732 Romero Park	Design	0	2	\$175,000.00		4/22/2013	12/27/2013	Green
10	0736 Pojoaque Sports Field	Design	0	1	\$50,000.00		5/6/2013	2/1/2013	Green
11	0737 Edgewood Senior Center Fire Suppression System	Construction	95	3	\$61,005.79	\$61,005.49	11/16/2012	4/12/2013	Green
12	0739 Vista Grande Library Addition / Construction	Construction	0	5	\$1,470,000.00		4/30/2013	9/30/2013	Green
13	0739 Vista Grande Library Addition - Design	Design	100	5	\$30,000.00	\$28,000.00	9/10/2012	9/30/2013	Green
14	0751 Madrid Ballpark Grandstands - Phase II	Construction	0	5	\$332,000.00		6/28/2013	12/16/2013	Green
15	0753 Design Ken & Patty Adams Senior Center	Design	30	5	\$120,000.00	\$46,225.00	10/17/2012	6/30/2013	Green
16	0768 Esperanza Building Furnishings	Construction	60	2	\$55,855.90		7/31/2012	4/30/2013	Green
17	0789 Cundiyo Parking Lot	Design	70	1	\$103,000.00	\$8,557.63	2/18/2013	5/10/2013	Green
18	0796 Judicial Complex	Construction	99	1 2 3 4 5	\$62,000,000.00	\$44,283,926.38	1/5/2009	2/18/2013	Green
19	0798 Design Old Santa Fe Trail Multimodal and Water Transmission Line TL2N	Design	50	4	\$277,236.46	\$277,236.46	3/5/2013	5/31/2013	Green
20	0840 Renovate La Cienega Fire Station No. 1	Design	100	5	\$30,000.00	\$16,834.05	11/29/2012	7/31/2013	Green



SANTA FE COUNTY

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PW ProjectNbr	Project Name	Nature of Procurement	% Complete	District	Project Budget	Current Contract Amount	Estimated Start Date	Estimated Completion Date	Status RYG
21	0840 Add to and Renovate La Cienega Fire Station No. 2	Design	0	3	\$30,000.00		4/30/2013	8/30/2013	Green
22	0840 Remodel La Cienega Fire Station No. 1	Construction	0	5	\$500,000.00		6/3/2013	9/30/2013	Green
23	1430 Design CR62/Caja del Oro Waterline Extension	Design	15	2	\$212,636.00		4/5/2013	6/28/2013	Green
24	1449 Design Water Transmission Line TL6S	Design	25	4 5		\$333,080.30	2/17/2012	10/30/2013	Green
25	1456 La Bajada Water Well	Other	0	3	\$50,000.00				Yellow
26	1457 Design La Cienega Water Line Improvements	Design	15	3	\$300,000.00		3/15/2013	11/15/2013	Green
27	1458 La Cienega / Cienguilla Monitoring	Construction		3	\$150,000.00		5/6/2013	2/3/2014	Green
28	1463 Design Valle Vista Force Main	Design				\$11,399.00	4/15/2013	6/14/2013	Green
29	1465 Construct Glorieta MDWCA Water System Improvements	Construction	10	4	\$424,759.00		6/15/2012	9/27/2013	Green
30	1472 Rio Quemado Watershed Restoration	Design	0	1		\$102,009.98	4/15/2013	11/1/2013	Green
31	1473 Design Quill Plant Improvements 1	Design	98	3	\$200,000.00		8/24/2012	12/14/2012	Green
32	1473 Upgrade West Lagoon Liner at Quill Treatment Plant	Construction	2	3		\$205,026.00	4/15/2013	9/13/2013	Green
33	1473 Quill Plant South Field Effluent Distribution Valve Replacement Phase 2	Construction	20	3			4/12/2013	7/15/2013	Green
34	1473 Replace Pumps at Quill Wastewater Treatment Plant	Construction	2	3	\$85,000.00		6/3/2013	7/5/2013	Green
35	1474 Design Lamy Junction Water Transmission Line	Design	15	4 5		\$411,368.96	5/4/2012	10/30/2013	Green
36	1477 Chupadero MDWCA Well Assessment	Other		1	\$80,000.00		8/15/2012	4/26/2013	Green
37	1860 Upgrade Adult Detention Facility Perimeter Lighting	Construction	0	1 2 3 4 5	\$400,000.00		5/31/2013	8/30/2013	Green
38	1860 Upgrade ADF Kitchen Floor	Construction	0	1 2 3 4 5		\$61,309.38	1/2/2013	1/5/2013	Green
39	1860 Purchase Adult Detention Kitchen Equipment	Other	35	1 2 3 4 5	\$275,000.00		3/1/2013	5/1/2013	Green



SANTA FE COUNTY

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40	1860 Upgrade ADF Security Cameras	Construction	0	1 2 3 4 5	\$170,000.00		2/15/2013	6/30/2013	Green
41	1860 Adult Detention Facility Plumbing Upgrades	Construction	0	1 2 3 4 5	\$161,400.00		12/15/2012	3/29/2013	Green
42	1860 Adult Detention Facility Construction Design	Design	0	1 2 3 4 5	\$30,000.00		2/28/2013	4/30/2013	Green
43	1860 Upgrade ADF Perimeter Fence II	Construction	0	1 2 3 4 5	\$500,000.00	\$311,325.59	3/29/2013	5/31/2013	Green
44	1860 Upgrade Adult Detention Light Fixtures	Construction	0	1 2 3 4 5	\$85,000.00		2/15/2013	8/30/2013	Green
45	1860 Adult Detention Fire Upgrades	Construction	0	1 2 3 4 5	\$196,955.00		11/30/2012	2/28/2013	Yellow
46	1870 Upgrade Youth Development Perimeter Fencing	Construction	60	1 2 3 4 5	\$94,480.35		10/29/2012	1/11/2013	Green
47	1870 Youth Development Program Plumbing Upgrades	Construction	0	1 2 3 4 5	\$250,000.00		2/28/2013	5/31/2013	Green
48	1870 Youth Development Center Perimeter Lighting	Construction		1 2 3 4 5	\$200,000.00		5/31/2013	6/30/2013	Green
49	1870 Youth Development Center Shower Upgrade & Repair	Construction		1 2 3 4 5	\$70,000.00		5/31/2013	6/30/2013	Green
50	1870 Upgrade Youth Development Program Control Panel	Construction	0	1 2 3 4 5	\$110,000.00		5/31/2012	8/30/2013	Green
51	2219 Modify Old Judicial Court Parking Lot	Construction	10	1 2 3 4 5	\$5,000.00		4/19/2013		Green
52	2219 Old Judicial Complex Environmental	Environmental	90	1 2 3 4 5	\$24,000.00	\$6,509.88	10/17/2012	4/30/2013	Green
53	2219 Old Judicial Complex Redevelopment Study	Plan		1 2 3 4 5			11/13/2012	4/30/2012	Green
54	6104 Arroyo Alamo West Drainage Study - FY14	Design	5	1	\$15,000.00		4/29/2013	8/12/2013	Green
55	6166 Caja Del Rio Road - Construction	Construction	50	2	\$4,100,000.00	\$3,800,366.47	9/4/2012	9/27/2013	Green
56	6166 Caja Del Rio - Project Management, QA & Inspection Services	Construction	50	2	\$343,872.97	\$343,872.97	8/1/2012	10/25/2013	Green
57	6167 CR 54 Los Pinos Road All Weather Structure Design	Design	15	3	\$95,000.00		4/29/2013	8/9/2013	Green
58	6170 CR 98 Phase II PR, I and QA for East Side Road Widening Improvements	Construction	0	1	\$2,847,903.00		5/20/2013	11/15/2013	Green



SANTA FE COUNTY

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59	CR98 Phase II Design of East Side Road Widening Improvements	Design	95	1	\$150,000.00	\$54,838.31	1/14/2013	4/19/2013	Green
60	CR 113S River Crossing Improvements Design - FY15	Design	10	1	\$95,000.00		4/6/2015	7/31/2015	Green
61	NE-SE Connectors Location Study	Plan	20	5	\$500,000.00	\$420,000.00	2/4/2013	5/30/2014	Green
62	Torcido Loop Paving/Drainage Design	Design	5	3	\$95,000.00		6/10/2013	9/27/2013	Green
63	Herrada Road Paving Design	Design	15	5	\$100,000.00		4/29/2013	9/27/2013	Green
64	Jacona - Northern Santa Fe County Solid Waste Convenience Center	Design	10	1	\$50,000.00		4/29/2013	12/27/2013	Green
65	La Bajada Ranch Planning & Programming	Plan	0	3	\$120,000.00		9/28/2012	3/29/2013	Green
66	La Bajada Ranch Remediation and Reroofing	Construction	0	3	\$70,000.00		2/27/2013	4/29/2013	Green
67	Santa Fe River Greenway: Wayside Exhibit Planning, Design, Fabrication	Other	60	2	\$60,131.50	\$60,131.50	7/1/2012	7/15/2013	Green
68	Stanley Wellness Center	Design	0	3	\$50,000.00	\$43,678.82	11/6/2012	7/1/2013	Green
69	Stanley Wellness Center	Construction	0	3	\$1,150,000.00		5/7/2013	11/15/2013	Green
70	Highway 14 Senior/Community Center	Plan	10	3	\$350,000.00		11/5/2012	6/29/2013	Green
71	District Attorney Complex Energy & Accessibility Improvements	Design	30	1 2 3 4 5		\$78,262.84	12/14/2012	6/30/2013	Green
72	District Attorney Complex Energy & Accessibility Improvements	Construction	0	1 2 3 4 5	\$800,000.00		6/14/2013	9/27/2013	Green
73	Admin Building Computer & Communications Room	Construction	0	1 2 3 4 5	\$275,000.00		5/31/2013	8/30/2013	Green
74	Admin Building Computer & Communications Room	Design	0	1 2 3 4 5	\$35,000.00		4/30/2013	7/31/2013	Green
75	Northern SFC Recreation Complex	Plan	0	1	\$180,000.00		5/27/2013	3/28/2014	Green
76	Arroyo Hondo Trail	Design	10	5	\$470,572.00	\$123,788.22	12/13/2012	2/28/2014	Green
77	Los Potreros Open Space	Construction	0	1	\$210,000.00		2/3/2014	3/31/2014	Green



SANTA FE COUNTY

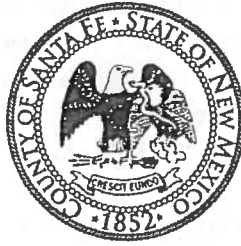
Capital Project Status Update (As of 4/16/2013 3:08:46 PM)

PW ProjectNbr	Project Name	Nature of Procurement	% Complete	District	Project Budget	Current Contract Amount	Estimated Start Date	Estimated Completion Date	Status RYG
78	7706 Mt. Chalchihuitl	Acquisition	20	3	\$988,499.00		8/1/2012	12/27/2013	Green
79	7707 Santa Fe Rail Trail Segments 2-3	Construction	0	4, 5	\$1,289,857.00		7/1/2013	1/31/2014	Green
80	7708 Santa Fe River Greenway Engineering Design Services	Design	47	2	\$412,725.85	\$199,265.15	10/3/2012	12/20/2013	Green
81	7708 Santa Fe River Greenway: Frenchy's Field to Siler Rd.	Design	65	2	\$56,280.38	\$56,280.38	3/1/2009	6/30/2013	Green
82	7708 Santa Fe River Greenway Acquisition	Acquisition	3	2		\$531,756.83	10/9/2012	11/1/2014	Green
83	7715 Edgewood Open Space	Construction	50	3	\$767,196.00	\$657,929.00	1/15/2013	7/12/2013	Green
84	7716 South Meadows Open Space	Design	65	2	\$58,000.00	\$58,000.00	6/4/2012	4/30/2013	Green
85	7716 South Meadows Open Space	Construction	0	2	\$400,361.00		7/1/2013	11/1/2013	Green
86	7723 Nambe Community Center, Park and Headstart Site Improvements	Construction	0	1	\$192,704.00		12/2/2013	6/30/2014	Green
87	7723 Nambe Community Center, Park and Headstart Site Improvements	Design	0	1	\$20,000.00		5/6/2013	8/30/2013	Green
88	7725 El Rancho and Pojoaque Court Renovation	Construction	0	1	\$60,500.00	\$55,664.65	4/30/2013	8/30/2013	Green
89	7732 Agua Fria Monument Signs	Design	65	2	\$10,272.00	\$10,272.00	2/1/2013	8/1/2013	Green
90	7801 Santa Fe River Greenway: San Isidro Park River Channel Restoration	Construction	34	2		\$1,432,512.05	11/1/2012	8/15/2013	Green
91	8003 Fire Department Training Center - Design	Design	0	3	\$75,000.00		7/1/2013	12/31/2013	Green
92	8003 Fire Department Training Center - Construction	Construction	0	3	\$1,175,000.00		1/6/2014	9/30/2014	Green
93	8005 Edgewood Fire Station	Construction	45	3	\$3,370,259.00	\$3,119,151.69	9/17/2012	8/1/2013	Green

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

From: Bernadette Salazar, Human Resources Director *BJS*

Date: April 15, 2013

RE: HR Monthly Report for March 2013

The purpose of this memo is to provide you with information relative to HR functions and statistics for the month of March 2013. Throughout the month of March, HR coordinated/conducted 20 training sessions for 295 employees and conducted 2 supervisory training sessions for 19 supervisors. HR is scheduling more training sessions for employees who work different shifts at times that accommodate their schedules to ensure they receive training and also to minimize overtime costs. In March 2013, 50 Santa Fe County employees attended NM Edge courses. This is a 61% increase in the number of Santa Fe County employees who attend the courses compared to the number of employees who attended courses at the last session held in Albuquerque. In addition, the amount of tuition assistance that has been granted for Santa Fe County employees has increased by 32% year-to-date compared to the amount granted for the entire fiscal year for 2012.

HR has begun the open/switch enrollment process for benefits. The State of New Mexico Risk Management Division has provided important information for this enrollment period. A summary of the information from the State Risk Management Division which has been sent to County employees is as follows:

- This enrollment process will require all employees to re-enroll or re-waive benefits. This is mandatory for all employees. If employees do not re-enroll, they may be dropped from their benefits. All documentation must be submitted to HR by May 10, 2013.
- Employees will need to provide proof of dependency (copy of marriage license, notarized domestic partnership form, or proof of dependent children)
- The state will be using a Third Party Administrator for services to employees to include benefit questions, eligibility, and enrollment.
- Medical premiums will be increasing 15% effective July 1, 2013, but dental and vision premiums will remain the same.
- This enrollment period will be a short period of 6 months. Enrollment will begin again this fall, with the State switching to a calendar plan year of January-December for easier tracking for tax purposes, particularly for participants of Flexible Spending Accounts.
- There are new changes to co-pays, deductibles, out-of-pocket expenses, co-insurance, covered/non-covered services, etc. July 1 is the start of a short 6-month benefit plan, thus deductibles and out-of-pocket maximums will be cut in half from what is printed on benefit

information for the July-December 2013 benefit period. As an example, an HMO \$350 deductible will cost \$175 for the period July 1 to December 31. The only exceptions are the NM Health Investment Plan and the \$50 pharmacy deductible with Express Scripts. When the new year begins on January 1, the plan will move to a calendar year (Jan-Dec) where the full deductibles and out-of-pocket maximums will resume.

- Broader preventative services are available due to federal health care reform requirements.
- The voluntary plans (Allstate, GLOBE, and ARAG) will no longer be part of the State's Group Health Plan offering beginning July 1, 2013. The vendors will soon be contacting all participants to transfer participants to individual plan coverage. Employees on payroll deduction for these plans will need to change to a personal payment method.

With regarding to educating employees on these changes, County-wide emails and payroll stuffers have been provided to County employees. Meetings are also being conducted by the State Risk Management Division at different locations in which County employees are invited to attend. For employees who are unable to attend, they can go to:

<http://www.generalservices.state.nm.us/riskmanagement/News.aspx> to view the presentation. In addition, the Santa Fe County Employee Benefits Coordinator will be going to all departments to meet with employees and provide this information and to assist with processing required paperwork. We will also continue to provide information to employees as we receive it from the Risk Management Division.

With regard to the voluntary plans, HR is currently evaluating options and working on a survey of employees regarding interest in voluntary benefits. If it is decided to provide these voluntary benefits to employees, it will be necessary to first determine what resources are required to ensure employees are getting the best plans for their money and to provide oversight of the plans, and will then go through the official request for proposal process. Currently, the numbers of employees enrolled in voluntary benefits are as follows:

Voluntary Benefit	Number of Employees Currently Enrolled	Percentage of Employees Currently Enrolled
Allstate Accident Insurance	45	5%
Allstate Cancer Insurance	33	4%
Allstate Life Insurance	24	3%
ARAG Legal	204	25%
Flexible Spending (Medical)	51	6%
Flexible Spending (Dependent Care)	5	0.6%
Flexible Spending (Transit)	2	0.2%
Globe Life Insurance	54	7%

I will continue to keep the BCC apprised of any new information regarding employee benefits. Attached are the HR Statistics Report, the New Hire Report, and the Labor Statistics Report for March 2013. If you have any questions, I can be contacted at 992-9886. Thank you.

HR STATISTICS FOR THE MONTH OF MARCH, 2013

Department	Division	Regular Employees	Part Time Employees	Full Time Employees	Elected/Officials	Temporary Employees	Female Employees	Male Employees	Vacancies (includes frozen vacancies)	Frozen Vacancies	Total Positions	Total Positions (not including frozen vacancies)	Vacancy Rate (all vacancies)	Vacancy Rate (not including frozen vacancies)	New Hires/Re-employments	Resignations	Retirements	End of term/temp status	Terminations	Total separations	Turnover Rate	HR Actions	Employee Recognitions	Performance Improvement Plans	Posted Jobs	Applications	
COUNTY MANAGER'S OFFICE	01-COUNTY MANAGER ADMINIS.	6		6			5	1	1		7	7	14%	14%						0	0%						
	02-COMMISSION	5		5	5		3	2			5	5	0%	0%							0%						
	15-HUMAN RESOURCES	9		9			7	2	2		11	11	18%	18%		1				1	11%	5			1	7	
	21-FINANCE	22		22			19	3			22	22	0%	0%						0	0%						
		42		42	5		34	8	3	0	45	45	22%	22%	0	1				0	0%	5			5	3	
ADMINISTRATIVE SERVICES DEPARTMENT	01-LEGAL ADMINISTRATION	7		7			4	3	1		8	8	13%	13%						0	0%						
		1		1			1	0	1	0	1	1	14%	14%	0	0				0	0%	0				0	
	00-ADMINISTRATION	2		2			1	1	1	1	3	2	33%	0%							0%						
	02-INFORMATION TECHNOLOGY	12		12			2	10			12	12	0%	0%							0%	1					
	12-PURCHASING	5		5			2	3	2		7	7	29%	29%							0%						
	18-MAIL ROOM	1		1			1				1	1	0%	0%							0%						
	17-RISK MANAGEMENT	3		3				3			3	3	0%	0%							0%						
		23		23			6	17	3	1	26	25	12%	9%	0	0				0	0%	1			0	0	
	01-ADMINISTRATION								1		1	1	100%	100%							0%						
	03-MCH GRANT PROJECT	1		1			1				1	1	0%	0%							0%						
	20-INDIGENT HOSPITAL FUND	4		4			3	1			4	4	0%	0%							0%						
	21-EMS-HEALTH CARE	3		3			3				3	3	0%	0%							0%						
	54-HOME FOR GOOD PROGRAM '06								1	1	1	0	100%	100%							0%						
	74-MOBILE HEALTH FAIR VAN	2		2			1	1	3		5	5	60%	60%							0%				1	0	
	TOTAL		10	2	8	0	0	8	2	5	1	15	14	33%	29%	0	0	0	0	0	0	0%	0			1	0
	04-DWI LOCAL	7		7			5	2	1		8	8	13%	13%						0	0%						
		7	0	7	0	0	5	2	1	0	8	8	13%	13%	0	0			0	0	0%	0					
	09-DWI TEEN COURT	3		3			3				3	3	0%	0%						0	0%						
		3	0	3	0	0	3	0	0	0	3	3	0%	0%	0	0	0			0	0%	0			0	0	
	TOTAL		9		9			7	2	2		11	11	18%	18%							0%				1	5

HR STATISTICS FOR THE MONTH OF MARCH, 2013

Department	Division	Regular Employees	Part Time Employees	Full Time Employees	Elected/Officials	Temporary Employees	Female Employees	Male Employees	Vacancies (includes frozen vacancies)	Frozen Vacancies	Total Positions	Total Positions (not including frozen vacancies)	Vacancy Rate (all vacancies)	Vacancy Rate (not including frozen vacancies)	New Hires/Re-employments	Resignations	Retirements	End of term/Temp status	Terminations	Total separations	Turnover Rate	HR Actions	Employee Recognitions	Performance Improvement Plans	Posted Jobs	Applications
	90-SR SVCS-CONGREGATE MEALS	7	2	5	1	4	3	4			11	11	36%	36%						0	0%				2	14
	92-SR SVCS - HOME DELIVERED	2		2			2	1			3	3	33%	33%						0	0%				1	16
	93-SR SVCS - TRANSPORTATION	2		2	1		2				2	2	0%	0%						0	0%					
TOTAL		20	2	18	0	2	11	9	7	0	27	27	26%	26%	0	0	0	0	0	0	0%	0			4	35
	01-POJOAQUE SATELLITE OFFICE				1							0	0%	0%						0	0%					
	02-EDGEWOOD SATELLITE OFFICE				1							0	0%	0%						0	0%					
TOTAL					2					0	0	0	0%	0%						0	0%					
	30-ADMINISTRATION	11		11			5	6	1		12	12	8%	8%						0	0%					
	48-HOUSING SECTION 8 VOUCHER	2		2			1	1			2	2	0%	0%						0	0%					
	81-HOUSING CFP - 2011	1		1				1			1	1	0%	0%						0	0%					
TOTAL		14		14			6	8	1	0	15	15	7%	7%	0	0				0	0%	0				
	01-LAND USE ADMINISTRATION	4		4			4				4	4	0%	0%						0	0%					
	02-PLANNING	6		6			2	4	1	1	7	6	14%	0%	1					0	0%	1				
	15-AFFORDABLE HOUSING-COUNTY	2		2			1	1			2	2	0%	0%						0	0%					
	08-REGIONAL PLANNING AUTHORITY								1	1	1	0	100%	0%						0	0%					
TOTAL		12	0	12	0	0	7	5	2	2	14	12	14%	0%	1	0	0	0	0	0	0%	1			0	0
	16-BUILDING & DEVELOPMENT	12		12			2	10	4	2	16	14	25%	14%						0	0%					
TOTAL		12		12			2	10	4	2	16	14	25%	14%	0	0	0	0	0	0	0%	0			0	0
	14-GIS	8		8			3	5	1		9	9	11%	11%						0	0%				1	0
		8		8			3	5	1	0	9	9	11%	11%						0	0%					
		32	0	32	0	0	13	20	7	4	39	35	14%	9%	1	0	0	0	0	0	0%	1			1	9
PUBLIC WORKS DEPARTMENT	00-OFFICE OF THE DIRECTORS	10		10			2	8			10	10	0%	0%						0	0%					
	01-PUBLIC WORKS ADMIN.	9		9			8	1			9	9	0%	0%						0	0%	2				
	02-FLEET SERVICE	8		8				8	2	1	10	9	20%	11%						0	0%					

HR STATISTICS FOR THE MONTH OF MARCH, 2013

Department	Division	Regular Employees	Part Time Employees	Full Time Employees	Elected/Officials	Temporary Employees	Female Employees	Male Employees	Vacancies (includes frozen vacancies)	Frozen Vacancies	Total Positions	Total Positions (not including frozen vacancies)	Vacancy Rate (all vacancies)	Vacancy Rate (not including frozen vacancies)	New Hires/Re-employments	Resignations	Retirements	End of term/temp status	Terminations	Total separations	Turnover Rate	HR Actions	Employee Recognitions	Performance Improvement Plans	Posted Jobs	Applications
	03-TRAFFIC ENGINEERING	6		6				6	2	1	8	7	25%	14%							0%					
	04-PROJECT DEVELOPMENT	3		3				3			3	3	0%	0%							0%					
	05-SOLID WASTE	20		20			2	18	4	3	24	21	17%	5%		1					0%	1			1	15
	11-ROAD MAINTENANCE	31		31				31	8	3	39	36	21%	14%		1					0%	1				
TOTAL		87		87			2	75	16	8	103	95	16%	8%	0	2	0	0	0	2	2%	4	0		1	15
	96-JUDICIAL COURT COMPLEX	1		1				1			1	1	0%	0%							0%					
	02-PROPERTY CONTROL	9		9				9	5	1	14	13	36%	31%		1					0%	1				
	62-MAINTENANCE DIVISION	5		5			1	5	2		7	7	29%	29%							0%					
	03-BUILDING SERVICES	14	1	13			1	13	5	1	19	18	26%	22%							0%	8			1	8
	18-PROJECT DEVELOPMENT DIV	3		3				3	1	1	4	3	25%	0%							0%					
	26-OPEN SPACE	6		6			1	2	4	1	7	7	14%	14%						0	0%					
	08-SANTA FE RIVER GREENWAY	1		1			1	1	1	1	2	1	50%	0%							0%					
TOTAL		38	1	38	0	2	4	35	15	4	54	50	28%	22%	0	1			0	1	3%	9			1	8
	10-WATER	8		8			2	6	4	1	12	11	33%	27%					1		0%					
	15-AAMODT								1		1	1													1	3
	20-WASTEWATER	4		4				4	2		6	6	33%	33%							0%					
TOTAL		12		12			2	10	7	1	19	18	37%	33%	0	0	0		1	0	0%	0			1	3
PUBLIC SAFETY DEPARTMENT		136	1	137	0	4	18	120	39	13	176	163	22%	15%	0	3	0	0	1	4	3%	13	0	0	3	26
	01-FIRE ADMINISTRATION	25		25			8	17	3	1	28	27	11%	7%						0	0%	2				
	08-EMERGENCY PREPAREDNESS								1		1	1	100%	100%						0	0%					
	09-FIRE RESTORATION	3		3			1	2			3	3	0%	0%						0	0%				2	12
	11-FIRE REGIONS	64		64			7	57	16	10	80	70	20%	9%						0	0%				3	4
	14-FEMA GRANT	1		1				1			1	1	0%	0%							0%					
TOTAL		93		93			16	77	20	11	113	102	18%	9%	0	0	0	0	0	0	0%	2	0		5	16
	01-ADMINISTRATION	10	1	9			4	6	4	2	14	12	29%	17%						0	0%					

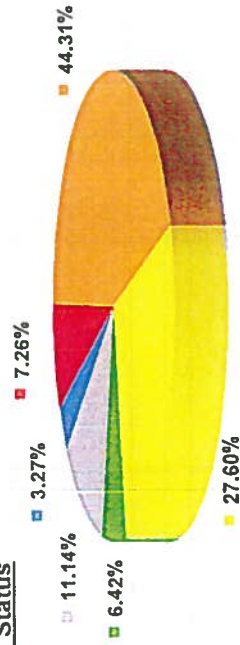
HR STATISTICS FOR THE MONTH OF MARCH, 2013

Department	Division	Regular Employees	Part Time Employees	Full Time Employees	Elected/Officials	Temporary Employees	Female Employees	Male Employees	Vacancies (includes frozen vacancies)	Frozen Vacancies	Total Positions	Total Positions (not including frozen vacancies)	Vacancy Rate (all vacancies)	Vacancy Rate (not including frozen vacancies)	New Hires/Re-employments	Resignations	Retirements	End of term/temp status	Terminations	Total separations	Turnover Rate	HR Actions	Employee Recognitions	Performance Improvement Plans	Posted Jobs	Applications
	60-ADULT FACILITY	140		140			44	96	36	20	176	156	20%	10%	3				1	1	1%	4			3	25
	63-MEDICAL SERVICES	23		23			16	7	15	10	38	28	39%	18%						0	0%				2	2
	65-ELECTRONIC MONITORING	8		8			2	6	1	1	9	8	11%	0%						0	0%					
	70-YOUTH DEVELOPMENT FAC.	24		24			8	16	33	25	57	32	58%	25%		1			1	1	4%	23				
	72-ADOLESCENT RESIDENCE								17	17	17	0	100%	100%							0%					
	73-DAY REPORTING								4	4	4	0	100%	100%							0%					
	ASSESSMENT																									
	TOTAL	205	1	204	0	0	74	131	110	79	315	236	35%	13%	3	1			1	2	1%	27		0	5	27
	RECC	45		45			21	24	4	1	49	48	8%	6%							0%	47			2	10
	COUNTY CLERK'S OFFICE	16	1	15	1		12	4	2		18	18	11%	11%					1	1	6%	1			1	0
	02-BUREAU OF ELECTIONS	12	1	11			6	6			12	12	0%	0%							0%					
	COUNTY TREASURER'S	26	3	29	1		15	10	2	0	30	30	7%	7%		0	0				4%				1	2
	01-COUNTY TREASURER'S	11		11	1	1	5	3		0	11	11	0%	0%							0%					
	COUNTY ASSESSOR'S	29		29	1		12	17			29	29	0%	0%							0%	1			2	76
	01-COUNTY ASSESSOR ADMIN																									
	11-PROPERTY VALUATION	11		11			1	10	3		14	14	21%	21%							0%					
	COUNTY SHERIFF'S	105		105	1		30	75	14		119	119	12%	12%		1					0%	84			2	23
	01-ADMIN/ANIMAL																									
	CNTR/LNFORC																									
	06-REG III-HIDA GRANT	2	2				1	1			2	2	0%	0%							0%					
	11-REG III GRANT - PRIOR YR	1		1			1				1	1	0%	0%							0%					
	COUNTY PROBATE																									
	01-COUNTY PROBATE JUDGE				1																					
	COUNTY SURVEYOR																									
	01-ADMINISTRATION																									
	COUNTY-WIDE TOTAL	826	10	816	16	10	280	537	219	110	1045	835	21%	12%	4	6	0	0	3	6	1%	153		0	27	220

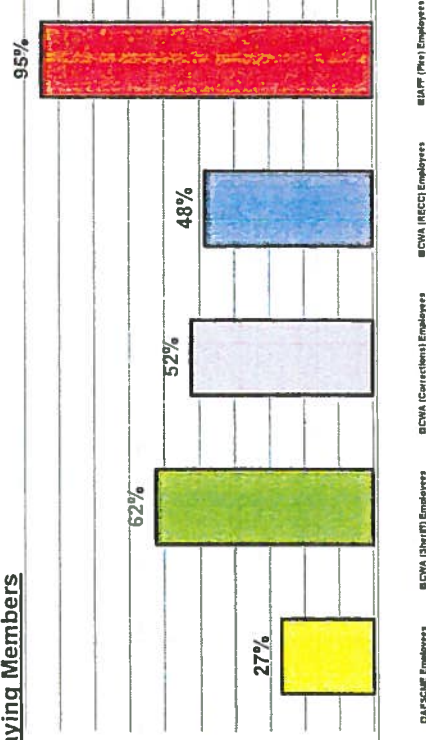
LABOR STATISTICS FOR MARCH 2013

Union Status		Percentage of Union Status		Number of Employees Paying Dues		Percentage Of Employees Paying Union Dues	
AFSCME Employees		228	27.60%	61	27%	AFSCME Employees	27%
CWA (Sheriff) Employees		53	6.42%	33	62%	CWA (Sheriff) Employees	62%
CWA (Corrections) Employees		92	11.14%	48	52%	CWA (Corrections) Employees	52%
CWA (RECC) Employees		27	3.27%	13	48%	CWA (RECC) Employees	48%
IAFF (Fire) Employees		50	7.26%	57	95%	IAFF (Fire) Employees	95%
Total Number of Union Employees		460	55.69%	Total Number of Employees Paying Dues		212	
Non-Union Employees		366	44.31%				
Total Number of Employees		826	100%				

Union Status



Paying Members



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

SANTA FE COUNTY

SunGard - Human Resources - New Hire Report (3/1/2013 - 3/31/2013)

[illegible]

Memorandum

To: Santa Fe Board of County Commissioners

From: Teresa C. Martinez, Finance Director

Via: Katherine Miller, County Manager

Date: April 30, 2013

Re: ***Financial report for the month ending 3/31/2013***

ISSUE:

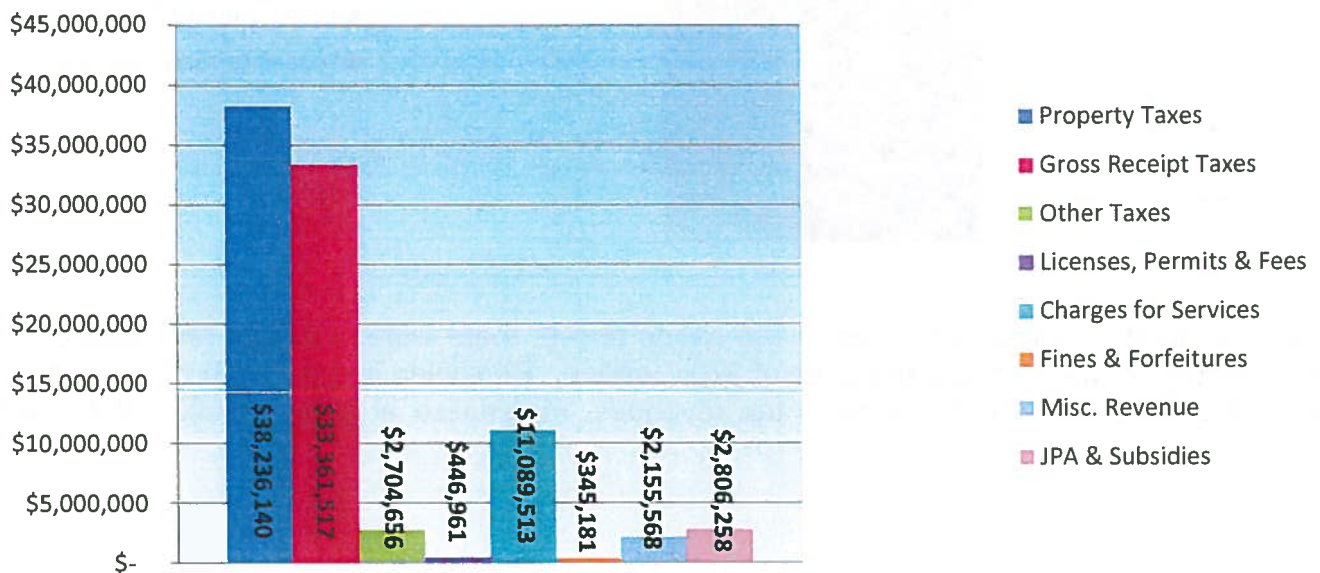
Enclosed is a report summarizing the financial activities of the County through the month ending March 31, 2013.

BACKGROUND:

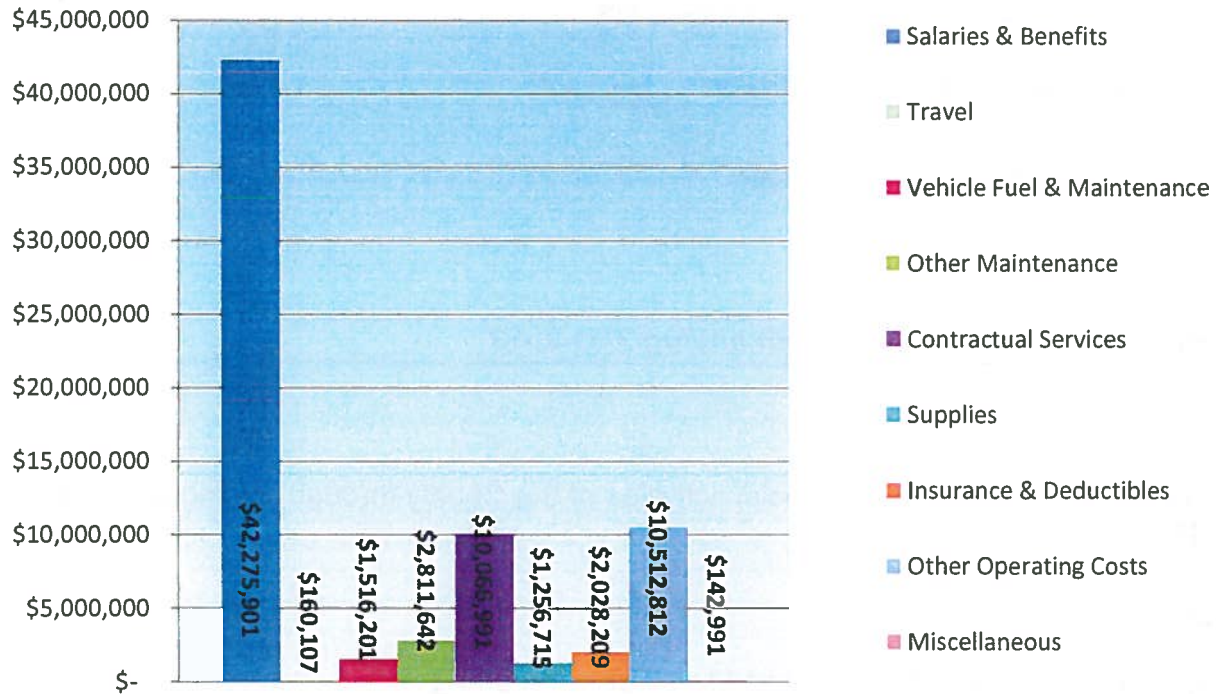
This is a comparison of revenues and expenditures on a recurring versus non-recurring basis. The monthly report will still highlight major revenue sources. Below are several charts that identify 1) the recurring revenue sources, 2) the recurring expenditures and 3) a comparison of the two side by side.

RECURRING VERSUS NON-RECURRING

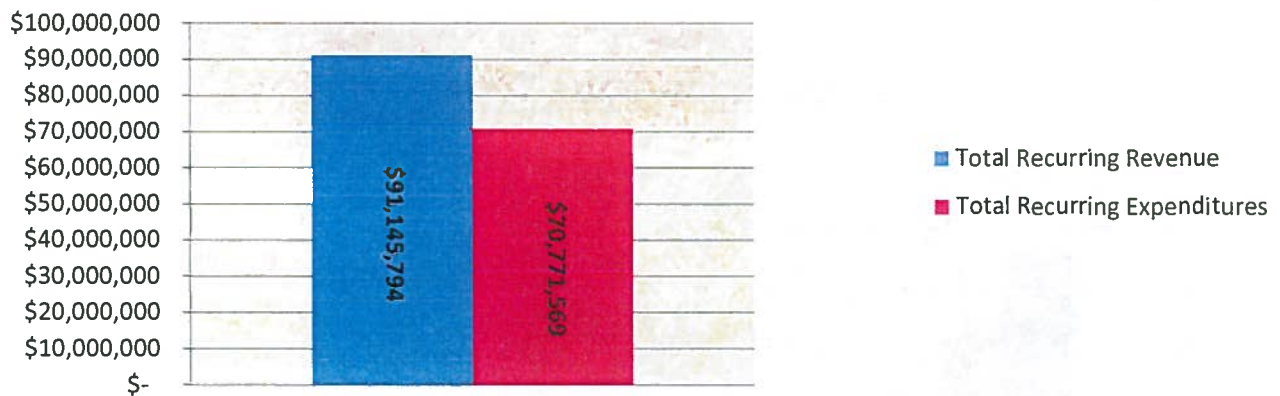
Recurring Revenue Type



Recurring Expenditures



Recurring Revenues versus Recurring Expenditures



Through the month of March, as noted in the charts above, there were sufficient revenues of \$91.1 million to accommodate total expenditures of \$70.7 million. Beginning in the month of December the revenue collections, specifically property tax revenues, materialize at a level sufficient to sustain

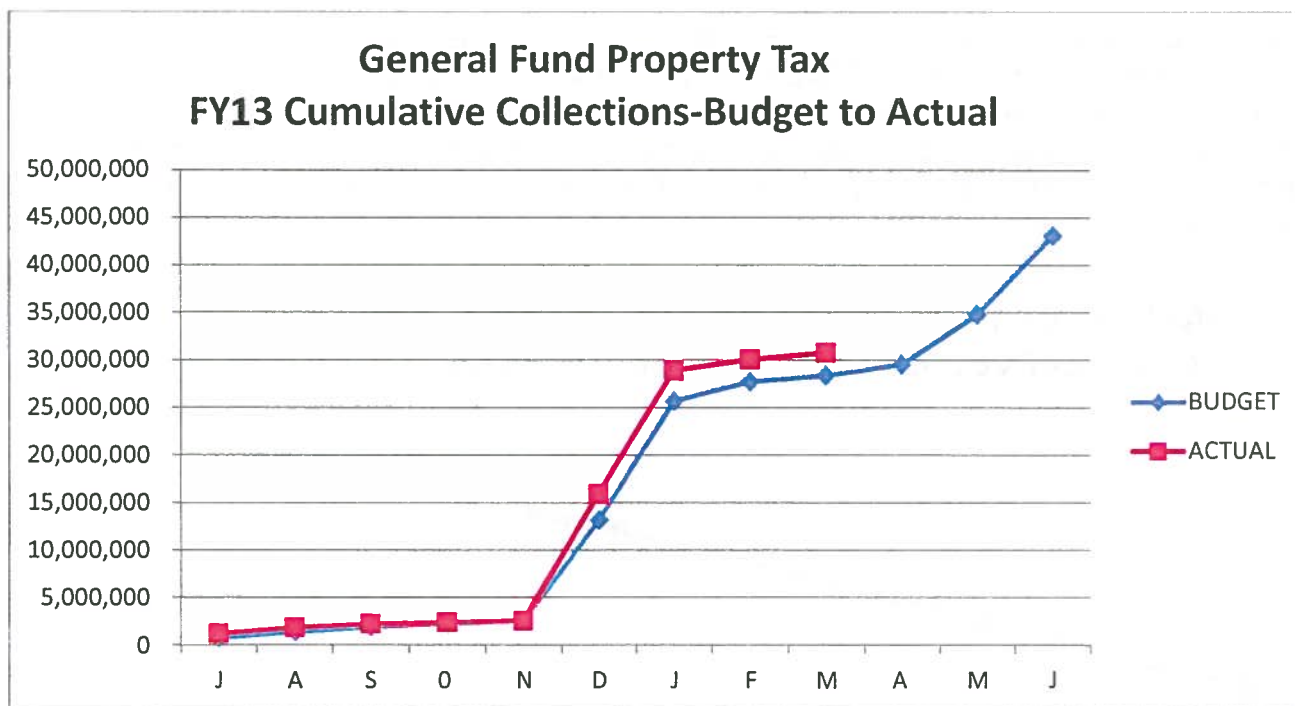
expenditures. In those earlier months, it is the cash balance that covers revenue deficits, and the revenues are later replenished when the revenue is actually collected.

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

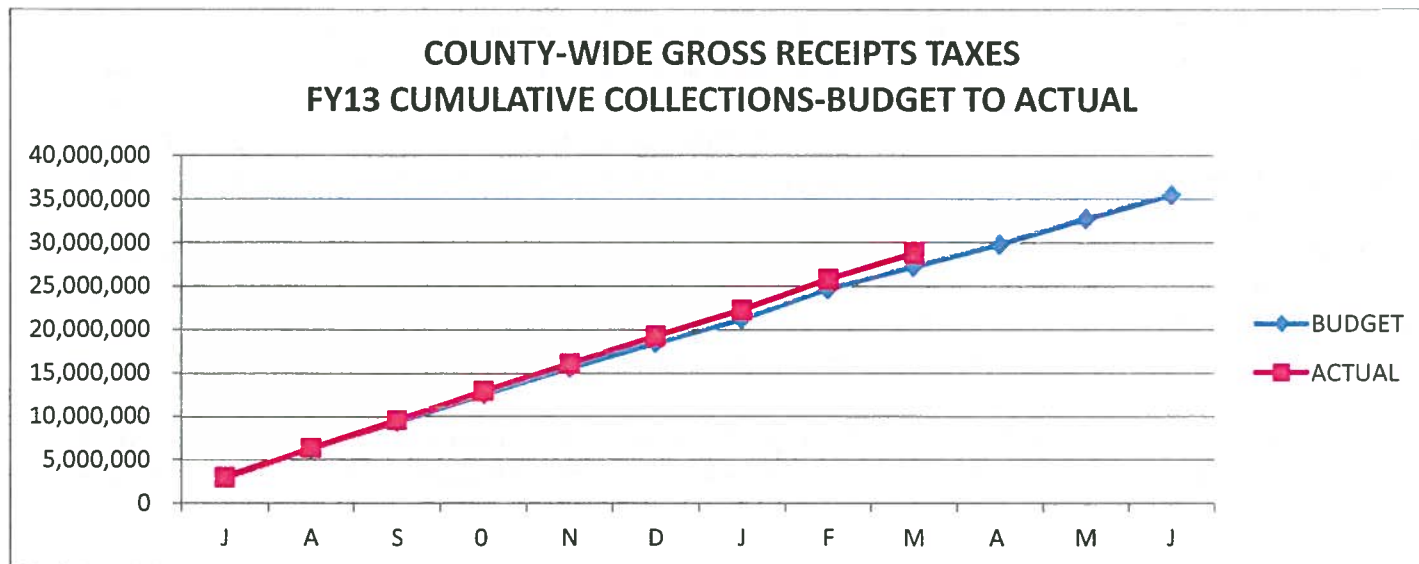
REVENUE:

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. In FY2013, revenue projections supported a very modest increase in property tax revenue, estimates were increased by \$1.5M or 4%. In reviewing collections year-to-date, the collections have exceeded budget cumulatively by \$2.4 million. It is important to note that the collections have materialized just a little better than budget for the months of July through November and then began to significantly exceed budget in December and January. Collections for the month of February fell under budget. The months of May and June have large budgeted amounts of \$4.9 and \$8.1 million still to materialize. It will be crucial that those months materialize at budget or better to meet our annual budget estimate of \$40 million.

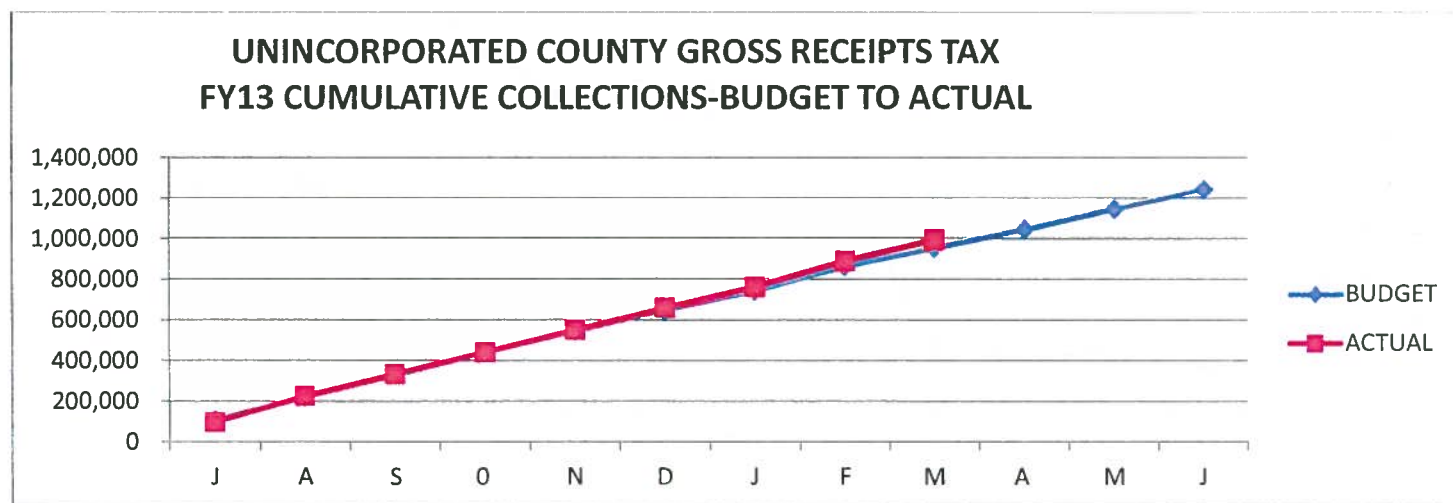
Actual property tax collections of \$30.1 million through the end of March exceeded the budget by \$2.4 million. The chart below includes collections through March, which fell \$880,054 or 11% below the prior year's collections for the same time period.



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. Gross receipts taxes appear to have stabilized and were budgeted flat, with the exception of a 10% reduction to the unincorporated gross receipt taxes. Combined, both the county-wide and the unincorporated gross receipt taxes collected through March total \$26.6 million and are \$1.6 million, or 6%, greater than the budgeted amount of \$28.1 million. Total collections fell below the prior year by \$26,843 for the same time period.



The actual unincorporated GRT collections for FY 2012 consistently fell below the forecasted budget level. In FY 2013 total unincorporated GRTs are above budget by \$39,874. Small amounts of money, mainly penalty and interest, relative to delinquent collections for the sunsetted Fire Excise Tax are still materializing. A total of \$30,285 was collected through the month of March. The total unincorporated GRT collections through March are \$996,286 or 1% above budget, and \$56,724 or 5% below the prior year collections.

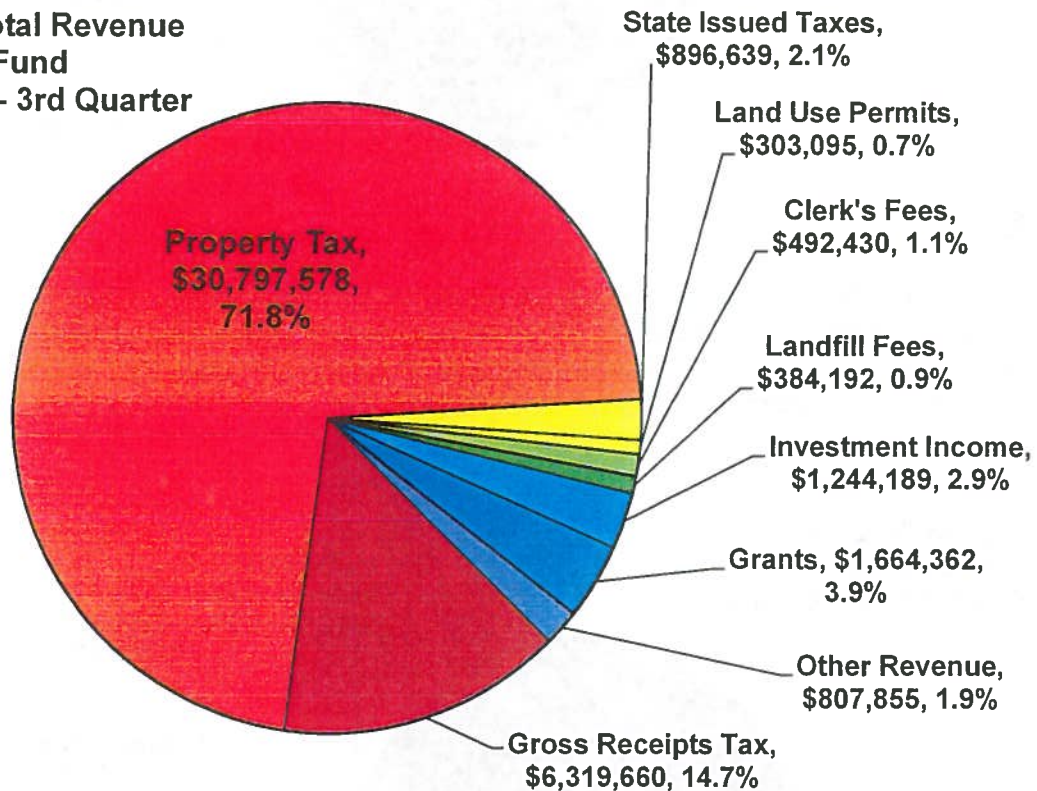


GENERAL FUND

The chart below summarizes all revenue for the general fund; all revenue sources total \$42.9 million. Recurring revenue totaled \$41.2 million; recurring revenue includes property taxes, gross receipt taxes, state issued taxes, construction permits, clerk's fees, landfill fees and other revenue. In this recessed economy, investment income has been utilized to support recurring expenditures, and for the quarter ending 03/31/2013 totaled \$1.2 million. This amount is up about \$239K or 23% from the previous fiscal year.

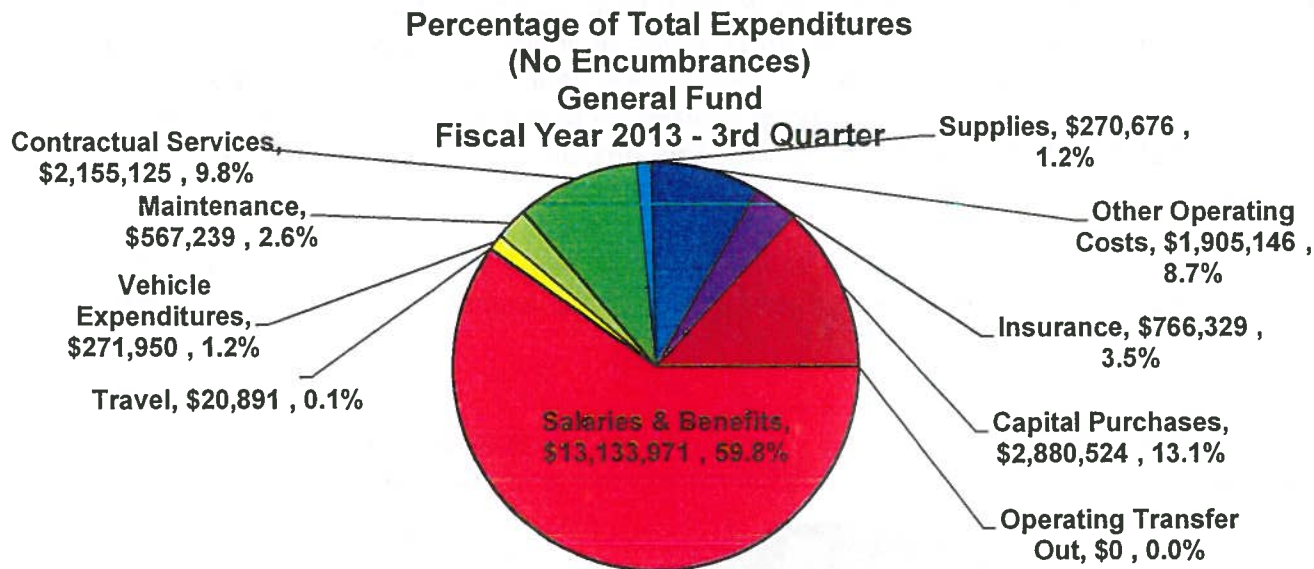
Overall, revenues in FY 2013 are greater than the previous fiscal year by \$2.4 million or 6%. The increases were noted mainly in the collection of GRTs \$101K, property taxes \$661K, shared taxes \$341K, Clerk's fees \$23K and grants of \$918K.

**Percentage of Total Revenue
General Fund
Fiscal Year 2013 - 3rd Quarter**



General fund expenditures totaled \$22.0 million. Recurring expenditures totaled \$19.1 million. Strictly based on actual expenditures incurred through March 31st, the general fund collected sufficient revenue to support operational expenditures. On March 31st, the fund still had outstanding encumbrances just over \$4.8 million of which \$1.4 million is related to capital items.

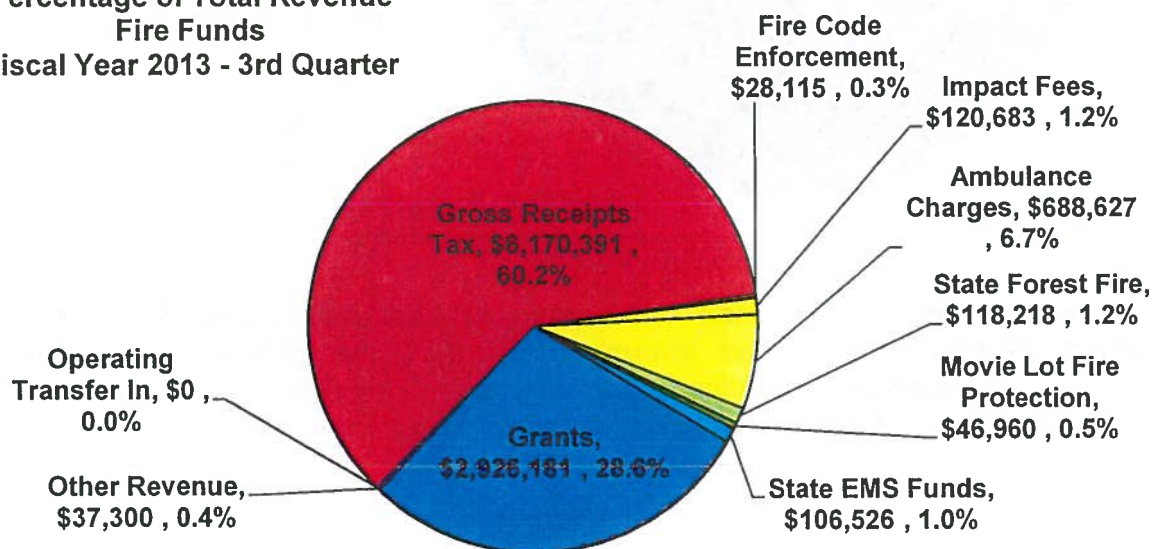
General fund expenditures were \$685K or 3.7% greater than the expenditures incurred in the prior fiscal year for the same time period. The majority of the increase is realized in salaries and benefits, witnessing an increase in FY 2013 totaling \$380K and capital purchases with an increase of \$729K.



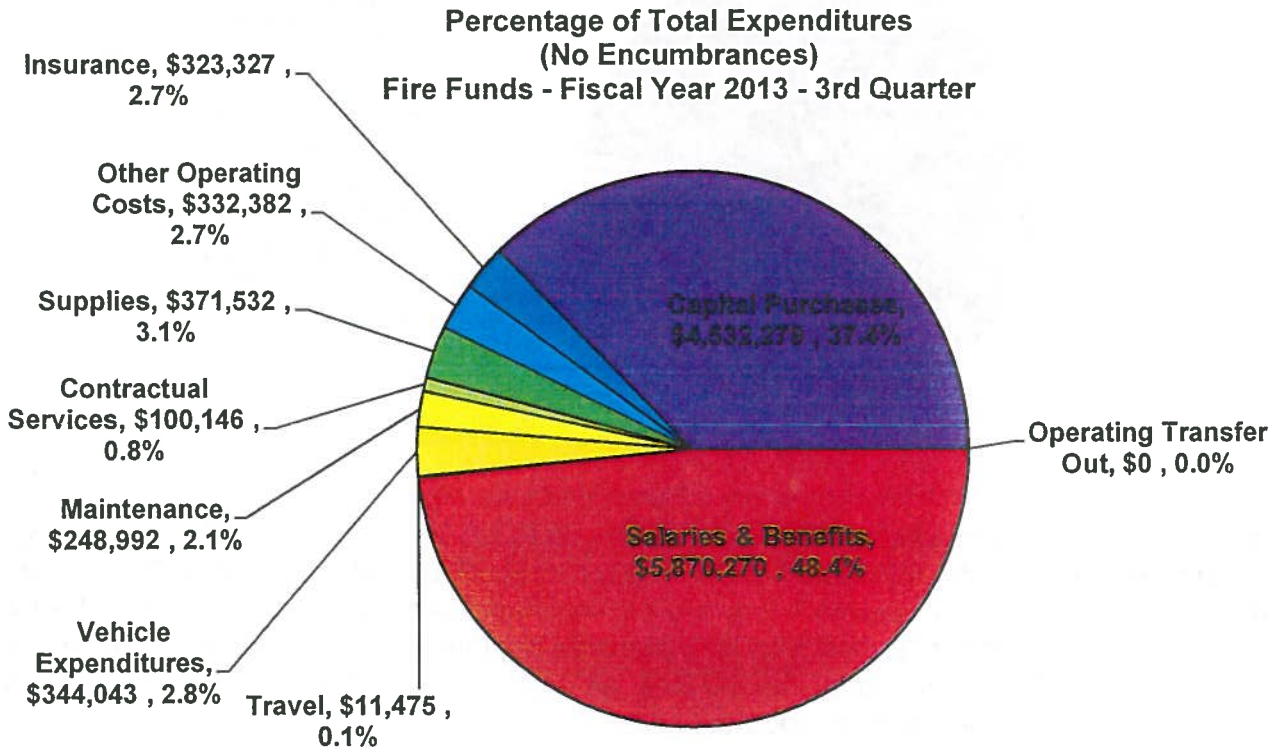
FIRE FUNDS:

The chart below identifies the major revenue sources for all Fire Funds. Total recurring revenues of \$9.8 million were collected and consist of gross receipt taxes, ambulance charges and some of the grants. Through March 31st, the ambulance charges are above budget by \$276K and \$242K above the collections of the prior year for the same time period.

**Percentage of Total Revenue
Fire Funds
Fiscal Year 2013 - 3rd Quarter**



Expenditures for fire operations totaled \$12.1 million and included operational expenditures of \$7.6 million. The FY 2013 recurring expenditures are \$234K less than the previous fiscal year. The increase is mainly due to a \$43K decrease in salaries and benefits, supplies of \$41K and insurance of \$87K.



CORRECTIONS FUNDS:

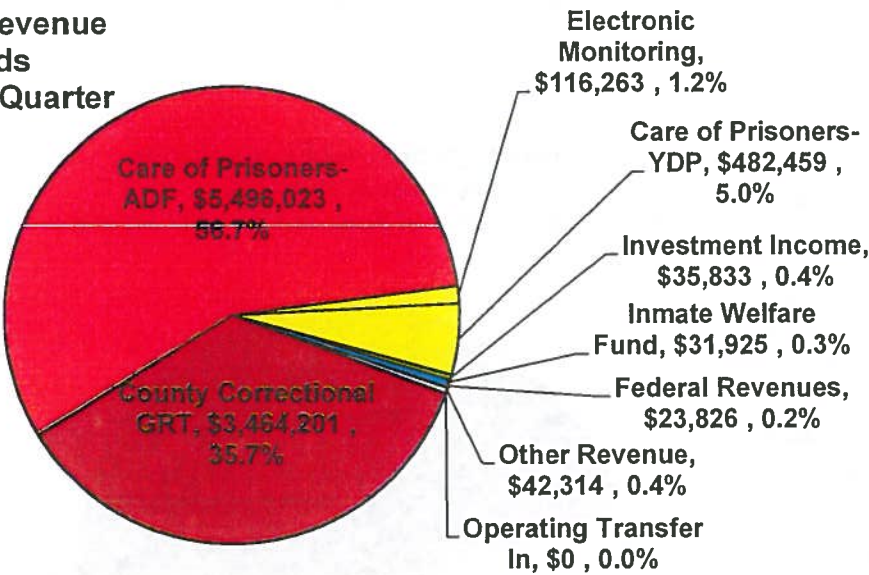
The charts below identify the major revenue sources for the Corrections Funds. Recurring revenue totaled \$9.7 million. The third quarter revenues in FY 2013 are significantly greater than the previous year's collections witnessing an increase of \$3.3 million. The significant increase in revenues can be attributed to higher collections for care of prisoner revenue.

The adult facility collections are \$3.5 million or 51% greater than the prior year. The increase can be credited to the current revenue agreement with the U.S. Marshals office. The U.S. Marshals office began transitioning inmates to the County facility in November 2010. The U.S. Marshals maintains a steady population of 115 to 135 inmates each month. The revenue collections for adult facility are \$967K or 23.5% better than the budgeted amount.

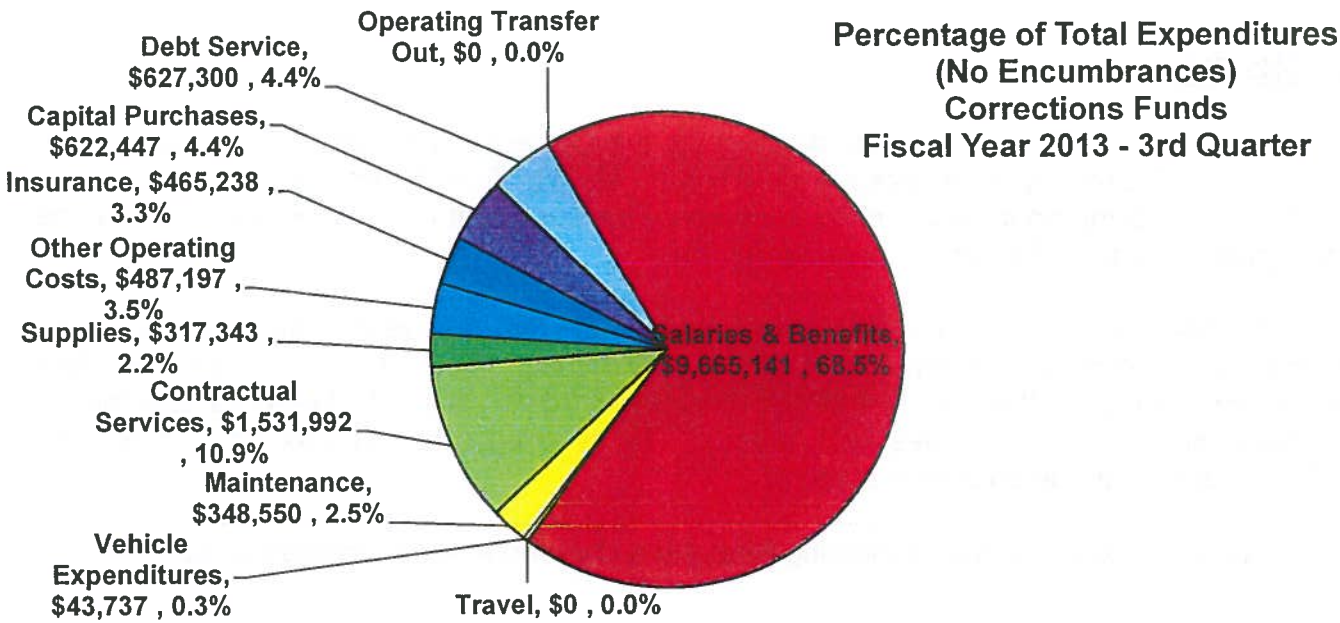
Revenue collections for the Electronic Monitoring program witnessed a slight increase of \$33K, and

the Youth facility witnessed a decrease of \$80K from the prior year collections for the same time period.

**Percentage of Total Revenue
Corrections Funds
Fiscal Year 2013 - 3rd Quarter**



Total expenditures for the Corrections fund are \$14.1 million and were mainly operational expenditures with the exception of \$622K spent in the capital expenditure category and \$627K in debt service payments. The operational expenditures are higher than the prior year by a total of \$1.4 million or 12%. Such an increase is normal with an increased population, and such increases would be witnessed in salary and benefits to accommodate an increased staffing pattern, as well as increased contractual service needs such as food services.



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 March 2013 total \$32.1 million.

The following is a listing of some of the major capital expenditures incurred during the month of March:

Judicial Court Complex	\$18,625,696
Town of Edgewood Fire Station	\$ 1,649,480
Caja Del Rio	\$ 1,581,481
Edgewood Open Space	\$ 359,408
Fleet Vehicles (county wide)	\$ 4,774,637

SUMMARY:

The County Manager and the finance staff are currently conducting budget reviews with all departments/elected offices for the FY2014 budget cycle. Departments (and the Sheriff's Office) are also providing quarterly updates to the performance measures established for FY2013.

Staff will be compiling all the requests, both operational and capital, for board review at the May 2nd BCC Budget Study Session. Staff is also working on the items that were noted by the BCC members at the April 2nd BCC Budget Study Session.

**SANTA FE COUNTY
LEGAL DEPARTMENT
MEMORANDUM**

To: The Board of County Commissioners
Katherine Miller, County Manager

From: Stephen C. Ross, County Attorney *SC Ross*

Date: April 17, 2013

Re: Annexation Agreements

In order to conclude the discussions concerning the "Settlement Agreement and Mutual Release of Claims ("the Annexation Settlement Agreement"), a number of secondary agreements are required. They are:

1. The Roadway Improvements Memorandum of Understanding Between the County of Santa Fe and the City of Santa Fe. This agreement concerns the issue of deferred maintenance on roads in the Areas to be Annexed.

2. The Memorandum of Understanding for Fire Protection and EMS Service. The Annexation Settlement Agreement does not call specifically for this agreement, which is intended to phase in City fire and EMS service over a five year period, with a corresponding phase out of County services over the same amount of time.

3. The Mutual Aid Agreement for Law Enforcement Services. The Annexation Settlement Agreement specifically requires that an agreement be entered into to phase out County police services. This agreement phases out County law enforcement services in the presumptive City Limits on a specified schedule through July 1, 2016.

4. The Agreement Regarding Water, Wastewater Required by the Settlement Agreement and Mutual Release of Claims. This agreement is required to establish a schedule and process by which City customers outside the Presumptive City Limits become County customers, and vice versa.

5. Amendment No. 1 to the Annexation Phasing Agreement Between the City of Santa Fe and Santa Fe County. This agreement is necessary to set new deadlines for the annexation of Phases 2 and 3 of the annexation process, pursuant to the original Annexation Phasing Agreement. Under the terms of Amendment No. 1, Area 18 will not be annexed and Area 1 will be partially annexed during Phase 2 and the remainder of that area will be annexed within five years of execution of the Amendment.

6. Amendment No. 1 to the Water Resources Agreement. This amendment, related to the Agreement Regarding Water, Wastewater Required by the Settlement

Agreement and Mutual Release of Claims, is necessary to provide a rational process for the County to obtain access to BDD water through the City system where necessary.

Each of these items has been placed on the agenda for consideration. Also attached to this memorandum is a copy of the original settlement agreement and Annexation Phasing Agreement, to provide context.

Additional minor changes may be required to the Santa Fe County and City Extraterritorial Land Use Joint Powers Agreement and Santa Fe Extraterritorial Land Use Authority, Ordinance No. 2009-01 ("An Ordinance Establishing Special Zoning, Platting and Planning Rules Within the Presumptive City Limits and Within Unincorporated Areas of the County That Are Subject to the Extraterritorial Zoning, Platting and Planning Jurisdiction of the City of Santa Fe; Establishing Definitions; Providing for Transitional Provisions; Repealing Ordinance Nos. 1997-4, 1997-3, 1991-1, 1999-5, 1999-6, 2000-01, 2000-03). Such changes would be necessitated by the elimination of Area 18 from the Areas to be Annexed, which was zoned by the City of Santa Fe, and to provide additional land use authority for the City of Santa Fe within the Areas to be Annexed, specifically code enforcement jurisdiction.

Changes to the Open Meetings Act were made in the last Legislative Session. In particular, House Bill 21 was enacted into Law which requires, among other things, that agendas of upcoming meetings of a local public body be posted no later than 72 hours prior to the meeting.

Commissioner Mayfield has asked that this office prepare revision to Resolution No. 2013-03 to comply with HB 21, as well as to correct other minor errors.

A clean copy of the proposed resolution, which is before you for introduction only, is attached, along with a version of the same document showing changes from the previous version.

ITEM # 08-0382

SETTLEMENT AGREEMENT
AND MUTUAL RELEASE OF CLAIMS

This Settlement Agreement is entered by and between the Governing Body of the City of Santa Fe, New Mexico, a municipal corporation organized and existing under the Laws of the State of New Mexico (hereinafter referred to as "the City"), the Board of County Commissioners of Santa Fe County, a political subdivision of the State of New Mexico (hereinafter referred to as "the County"), the Extraterritorial Zoning Authority and the Extraterritorial Zoning Commission, extraterritorial planning and zoning bodies created through a Joint Powers Agreements by and between the City and County (entities created by the 1991 Joint Powers Agreement of the City and County and hereinafter referred to as "the EZA" and "the EZC"), and the owners of land within Area 10, as defined herein, whose signatures are included at the end of this Agreement (hereinafter collectively referred to as "Las Soleras"), all collectively referred to herein as "the parties."

WHEREAS, a dispute has arisen among the parties hereto over the proposed annexation of the proposed development known as "Las Soleras" and the dispute resulted in the filing of six lawsuits in the federal and State courts in New Mexico;

WHEREAS, the dispute concerning the annexation of Las Soleras led to differences of opinion between the City and the County over the issue of annexation in general;

WHEREAS, part of the mandate of the Regional Planning Authority, a joint City and County Board devoted to regional planning and established by the Fifth Amended

and Restated Joint Powers Agreement for the Regional Planning Authority (hereinafter referred to as "the RPA"), is to address the annexation issue, but the controversy over Las Soleras' application to the EZC and EZA arose before the RPA could complete its work;

WHEREAS, the dispute outlined above and the lawsuits have significantly burdened the parties, affected City/County relations, impaired the reasonable development of the City, and has burdened the County with an area that is largely urban;

WHEREAS, the parties desire to resolve all the disputes and lawsuits in a comprehensive settlement that: (i) permits annexation of Las Soleras (portions of area 10, identified on Attachment A hereto), (ii) permits annexation of Areas 1, 2, 3, 4, 5, 6, 7, 8, 9, 11, 12, the unannexed portion of Area 13, Areas 15, 16, 17 and 18, identified on Attachment A, in a way that does not unreasonably impact the City, the County, or the citizens residing in those areas, (iii) resolves annexation issue for a period of no less than twenty years and enables the City and County to effectively plan in their respective jurisdictions; (iv) addresses the need to establish sensible water and wastewater utility service areas for the City and County and remedies existing inconsistencies in the service areas in a reasonable way; and (v) focuses City/County interactions on positive intergovernmental projects rather than lawsuits and controversy; and

WHEREAS, the parties hereto therefore desire to enter into a binding agreement to settle the remaining lawsuits and all issues related thereto.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. STIPULATED DISMISSAL OF ALL PENDING LITIGATION. Upon final execution of this Agreement by all of the parties hereto, the parties shall file a stipulation of dismissal of each of the following cases:

a. *Las Soleras Oeste Ltd. Co., Geronimo Partnership, the Crossing LLC, Crowne Santa Fe LLC, Randall Schmille, Tierra de la Amigos LLC, and Burttram Family Investments LLC v. City of Santa Fe*, First Judicial District Court Cause No. D-0101-CV-2006-02397; and

b. *City of Santa Fe v. Santa Fe Extraterritorial Zoning Authority, Santa Fe Extraterritorial Zoning Commission and Las Soleras Ltd., J. Harmon Burttram and Anne Janssen, Faye E. Gardner, and Building Services Co., as owners of the proposed Development Known as the Las Soleras Development*, First Judicial District Court Cause No. D-0101-CV-2006-01555.

2. ANNEXATION OF AREAS 1, 2, 3, 4, 5, 6, 7, 8, 9, 11, 12, THE UNANNEXED PORTION OF AREA 13, AREAS 15, 16, 17 AND 18.

a. The City shall annex Areas 1, 2, 3, 4, 5, 6, 7, 8, 9, 11, 12, the unannexed portion of Area 13, Areas 15, 16, 17 and 18, all as shown on Attachment A.¹

b. The annexations referred to in the previous paragraph shall be accomplished within the five year period commencing on the effective date of this Agreement. Annexations shall be accomplished through any of the means described in NMSA 1978, §§ 3-7-1 through 3-7-18 (1965)(as amended), but the petition method set forth in NMSA 1978, § 3-7-17.1 (2003) shall be preferred. In the event the Municipal Boundary Commission method set forth in NMSA 1978, §§ 3-7-11 through 3-7-16 (1965)(as amended) is used, or the petition method is used but all owners fail to sign the petition thus requiring action of the Extraterritorial Land Use Authority as set forth in

¹ The remaining portion of Area 10 will be annexed, but is addressed specially in Section 3 of this Agreement.

NMSA 1978, § 3-7-17.1(C) (2003), then the County shall fully cooperate with the City in the prosecution of the applications.

c. Area 1 and Area 12 shall be annexed but the rural residential zoning prevalent in the area shall be respected by the City following annexation and urban densities shall not be established within Area 1 or Area 12 during the term of this Agreement. Appropriate zoning shall be developed by the City for these areas prior to annexation.

d. Residents of Area 1 shall be permitted to submit a petition or petitions with the Board of County Commissioners to include portions of Area 1 in the Agua Fria Traditional Historic Community prior to annexation.

e. Area 7 shall be annexed concurrently or following annexation of Areas 2, 3, 4, and 5.

f. The City may annex Areas 1, 2, 3, 4, 5, 6, 8, 9, 11, 12, the unannexed portion of Area 13, 15, 16, 17 and 18,) immediately or, alternatively, may annex the areas sequentially over a period not to exceed five years. Specific target dates for filing of the appropriate petition with the Municipal Boundary Commission or the appropriate petition pursuant to the petition method shall be established by a separate written City-County Agreement. The City and the County immediately shall undertake a joint comprehensive survey of existing conditions within Areas 2, 4 and 5 to identify relevant public infrastructure in those areas that will be subject to the terms of this Agreement and to identify relevant public nuisances. The information gathered may be used to establish specific target dates for annexation and to plan annexation within those areas. Once agreed upon, the target dates may only be changed by subsequent written amendment.

g. Territory to be annexed pursuant to this Agreement shall be referred to herein as "Areas to be Annexed" and current city boundaries augmented by these Areas to be Annexed shall be referred to as within the "Presumptive City Limits." No areas outside the Presumptive City Limits shall be annexed for twenty years unless the City and the County specifically agree by separate written agreement. Area 14, the Rodeo Grounds and County Fair Grounds, shall remain unannexed.

h. The County approves the annexation of Areas 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, the unannexed portion of Area 13, Areas 15, 16, 17 and 18, and shall provide to the City such approvals in writing and in appropriate forums after due notice and opportunity to comment on annexations initiated by the petition method pursuant to NMSA 1978, § 3-7-17.1 (2003).

i. The Beatty annexation (a portion of area No. 10 described on Attachment C to this Agreement) shall be recorded immediately without objection by the County.

j. County roads lying within parcels to be annexed shall be annexed contemporaneously with the adjoining parcels, and any County road that serves as a boundary for annexed property shall be annexed contemporaneously to the right of way boundary opposite the parcel being annexed. Upon annexation of any road owned by the County as provided for in this paragraph, the City shall assume ownership and maintenance responsibilities, and the County thereafter shall have no responsibility for the road.

k. The County shall maintain existing county roads within the Areas to be Annexed to customary county maintenance standards until annexation by the City. This

Agreement shall not be construed to require the County to provide significant capital improvements to an existing road or construct a new road within the Areas to be Annexed in the absence of a separate written agreement by and between the City and County that provides a means for financing the capital improvements. No construction or other capital improvements to roads within the Presumptive City Limits shall be undertaken by the County after execution of this Agreement without first having obtained written approval from the City. Nothing in this Agreement shall absolve any person or entity from an obligation to complete roads as specified in any approved development plan the Areas to be Annexed.

l. The City shall not construct or maintain roads within the Areas to be Annexed except as provided in a separate written agreement of the City and the County.

m. The City shall provide water and wastewater service within the Presumptive City Limits and shall not provide water and wastewater service outside the Presumptive City Limits unless required by a current contract with a customer, decrees of a court, or applicable rulings of the Public Regulation Commission, unless otherwise agreed upon between the City and the County in a separate written agreement.

n. The water and wastewater utility service areas of the City and County shall coincide with the Presumptive City Limits; the City water and wastewater utility service area shall be within the Presumptive City Limits and the County utility service area shall be outside the Presumptive City Limits.

o. City water and wastewater customers outside the Presumptive City Limits will be transferred to the County when the County is able to provide service unless prohibited by a current contract with a customer, decrees of a court, or applicable rulings

of the Public Regulation Commission. Accordingly, upon consent or assignment, water and wastewater customers not in the City and outside of the Presumptive City Limits, such as those in the Aldea development, IAIA, and the Santa Fe Community College shall become County customers when the County is able to provide water and wastewater service. County water customers within the Presumptive City Limits shall be transferred to the City when the City is able to provide service unless prohibited by a current contract with a customer, decrees of a court, or applicable rulings of the Public Regulation Commission. Accordingly, upon consent or assignment, water customers within Area 7 shall become City customers when the City is able to provide service. The City and County Managers shall meet and confer and develop a plan to accomplish these transfers, and the plan shall be documented in a subsequent written amendment to this Agreement. The Plan shall include provisions for reimbursement of the City and County for the actual value of the infrastructure transferred as established by an appraisal prepared by an appraiser chosen by mutual agreement of the parties. If either party assumes a water delivery obligation for which the customer transferred water rights to the City or County, the City or County shall transfer those water rights, along with the customers, to the other party.

p. The County agrees to adopt an ordinance pursuant to NMSA 1978, § 7-2-14.3 (2003) to provide a partial property tax rebate for low-income taxpayers who have their principal place of residence in the County and, if deemed necessary by the Board of County Commissioners, to adopt a resolution to submit to the qualified electors of the County pursuant to NMSA 1978, §§ 7-2-14.4 (2001) and 7-2-14.5 (1994), the question whether to impose a property tax increase to fund the property tax rebate.

q. In addition to roads and water and wastewater service, discussed previously, the City shall provide municipal services within areas annexed pursuant to this Agreement, including but not limited to solid waste disposal, law enforcement and fire protection.

r. The County shall provide law enforcement and fire protection services to all areas outside of the Presumptive City Limits and to all Areas to be Annexed until annexation. In the area to be annexed that is most densely populated (between Airport Road and Agua Fria Road) and most in need of augmented law enforcement services, the County shall maintain its current level of law enforcement services until annexation and thereafter, by separate Joint Powers Agreement, for a period up to three years following annexation. The City shall immediately upon annexation match that level of law enforcement service provided by the County and over the three year period replace the County law enforcement services.

s. Nothing herein shall preclude interagency coordination of fire protection and law enforcement as set forth in other agreements or through informal means and the County shall continue to provide fire protection and law enforcement services at levels required by such agreements currently in force.

t. The City shall provide to the County, through electronic means if feasible, information concerning the boundaries of each annexation as soon as possible after the annexation is complete so that the City and County will each have the correct City limits on their respective books and records.

u. No further annexation except those specifically set forth in this Agreement will be permitted for twenty years from the effective date of this Agreement unless agreed to in writing specifically by the City and County.

v. Supplemental joint service agreements may be negotiated from time to time between the City and County whereby City services may be provided in advance of annexation, on terms agreeable to the parties.

w. The parties shall sign and record all documents necessary to accomplish the foregoing.

3. ANNEXATION, AREA 10.

a. Las Soleras (a portion of Area No. 10, Attachment A) shall be annexed via a landowner-initiated "Petition Method" application as set forth in NMSA 1978, §3-7-17 A (2) The application shall be submitted to the City of Santa Fe Governing Body immediately upon execution of this Agreement and shall consist of an (1) Annexation Petition, (2) General Plan Amendment and (3) Rezoning, all consistent with the map attached as Attachment B, which map includes the approvals granted by the Extraterritorial Zoning Authority in Case # Z/V 04-4592 (the "Presbyterian Project"). It is expressly understood and agreed that this Agreement does not constitute an approval of any portion of the Application or the map attached hereto as Attachment B.

b. Richards Avenue between Governor Miles and Interstate 25, together with its right of way, shall be annexed contemporaneously with Area 10 as described in paragraph 3(a). The County will consent in writing to the annexation, including the annexation of Richards Avenue. Upon annexation, the County shall provide a quitclaim deed to the City for Richards Avenue between Governor Miles and Interstate 25. The

City shall, upon annexation of Richards Avenue, assume ownership and maintenance and the County shall have no responsibility therefore.

c. The portion of Beckner Road owned by the County shall be annexed along with the annexation of Area 10 as described in paragraph 3(a). The County will consent in writing to the annexation of Beckner Road. Upon annexation, the County shall provide a quitclaim deed for the portion of Beckner Road that it owns. The City shall, upon annexation of Beckner Road, assume ownership and maintenance and the County shall have no responsibility therefore.

d. Any changes to the zoning of Area 10 after the Governing Body's approval of the Annexation Petition, General Plan Amendment, and Rezoning, as described in 3(a) above, shall require rezoning pursuant to City ordinances. Immediately following the Governing Body's approval of the Annexation Petition, General Plan Amendment and Rezoning described in 3(a) above, all additional approvals necessary for development of Area 10 including, but not limited to, preliminary and final development approval, shall be within the City of Santa Fe's jurisdiction.

e. The success of Area 10 is critical to the success of the annexation strategy set forth herein. Accordingly, the City shall in accordance with its applicable ordinances, regulations and rules, issue building permits and other necessary approvals when request by Las Soleras without unreasonable delay.

f. The parties shall sign and record all documents necessary to accomplish the foregoing, including documents, plans, plats and ordinances required.

g. As of the effective date of this Agreement, Las Soleras is within the water service area of the County. The parties acknowledge that Las Soleras has submitted

a Water Dedication and Acknowledgment form to the County in accordance with adopted County water policy in the amount of 36 acre-feet of valid pre-1907 consumptive use water rights (the "Water Rights") and is beginning the process of transferring the Water Rights to the County to provide for delivery of that amount of water to serve the proposed Presbyterian Project.

The Parties agree that after annexation to the City, the Water Rights shall be transferred by the County to the City and the entitlements to water service from the County will be accepted by the City after they have assumed ownership of the Water Rights. The City shall provide water service to the proposed Presbyterian Project or successor project in the amount of Water Rights transferred to it by the County and in accordance with its water transfer ordinance in effect at that time; provided however, that Las Soleras agrees that after the Water Rights are transferred the City, if the City requests that the transferred Water Rights be transferred to the Buckman well field, Las Soleras agrees to ensure that the point of diversion for use of the transferred Water Rights shall be the Buckman well field.

h. As of the effective date of this Agreement, Las Soleras is within the sewer service area of the County. The parties acknowledge and agree that upon application for annexation of Las Soleras in accordance with subsection a, above, the City shall issue a "can and will serve" letter to Las Soleras for sewer service in accordance with its rules and regulations.

4. THE EXTRATERRITORIAL ZONING AUTHORITY AND EXTRATERRITORIAL ZONING COMMISSION.

a. The City and County will execute a Joint Powers Agreement for the two mile extraterritorial zone and the five mile planning and platting jurisdiction to abolish the EZA and the EZC in their present form and to establish by ordinances an Extraterritorial Land Use Authority and Extraterritorial Land Use Commission pursuant to NMSA 1978 §3-21-3.2 (2003) exclusively for the following three purposes: (1) to delegate all authority possessed by the City over areas *outside* the Presumptive City limits to the County, including specifically the City's concurrent planning and platting and subdivision approval authority pursuant to NMSA 1978, § 3-20-5 (1965) and the City's concurrent zoning authority pursuant to NMSA 1978, § 3-21-2 (2003) which areas shall be zoned and platted by the County pursuant to its Land Development Code, including specifically the County's concurrent planning and platting authority pursuant to NMSA 1978, § 3-20-5 (1965) and the County's concurrent zoning authority pursuant to NMSA 1978, § 3-21-2 (2003); (2) to delegate planning, platting, subdivision approval and zoning jurisdiction over areas *inside* the Presumptive City Limits to the City, as set forth in this Agreement, which areas shall be zoned and platted based on the RPA Land Use Plan and other appropriate planning tools such as the Southwest Area Master Plan or subsequently-developed plans; upon annexation, property within the areas to be annexed shall receive, as preliminary zoning, the zoning in place prior to annexation; and (3) to address annexation petitions filed with the City pursuant to this Agreement and NMSA 1978, § 3-7-17.1 (2003).

5. RELEASE OF CLAIMS. In consideration of full performance of the terms recited herein, the parties hereby release and forever discharge each other, and their Elected Officials, officers, directors, employees, agents, adjusters, assigns, insurers,

underwriters and attorneys from any and all past, present, or future claims that can, may or should arise from any of the various lawsuits detailed above, or for any other injuries, losses or damages arising out of the lawsuits or disputes outlined above. In consideration of full performance of the terms recited herein, the parties hereby release and forever discharge each other, and their Elected Officials, members, officers, directors, employees, agents, adjusters, assigns, insurers, underwriters and attorneys, from any and all past, present or future claims for violations of ordinances, laws, statutes or property damage, economic loss, or any other claims, injuries, losses or damages which the parties have or claims to have arisen out of the lawsuits or disputes.

6. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico. The parties have participated substantially in the negotiation and drafting of this Agreement and each Party hereby disclaims any defense or assertion in any litigation that any ambiguity herein should be construed against the draftsman.

7. ENTIRE AGREEMENT. This Agreement, including the Attachments hereto, and the documents delivered pursuant hereto, and excepting the subsequent amendments and agreements specifically mentioned herein that are required to effectuate the terms of this Agreement, constitute the entire agreement between the parties and supersede all prior and contemporaneous agreements, discussions, negotiations, representations, and understandings of the parties pertaining to the subject matter contained herein. No changes of, modifications of, or additions to this Agreement shall be valid unless the same shall be in writing and signed by all parties hereto.

8. **SEVERABILITY.** If any provision of this Agreement shall be determined to be contrary to law and unenforceable by any court, the remaining provisions shall be severable and enforceable in accordance with their terms. Failure of any party to insist upon strict conformance to the provisions of this Agreement shall not constitute a waiver of any of the provisions hereof.

9. **COUNTERPARTS.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which counterparts collectively shall constitute one instrument representing the Agreement between the parties hereto.

10. **ATTORNEYS FEES.** The parties agree that should this matter be settled under the terms herein, each party will bear its own costs and attorneys fees, except that the City shall reimburse the County for one-half of the attorneys' fees the County expended defending the EZA and EZC, and their members, of the matters referred to in paragraph 1 of this Agreement.

11. **REQUIRED APPROVALS.** The parties acknowledge that this Settlement Agreement must be adopted by the Governing Body of the City of Santa Fe and the Board of County Commissioners of Santa Fe County to be of legal force and effect.

12. **ADMISSIONS.** Nothing in this Settlement Agreement shall constitute or be construed as an admission on behalf of any party as to the validity of any claims, defenses or allegations asserted in the litigation.

13. **LEGAL COUNSEL.** The parties represent and warrant that each has been represented by separate legal counsel of its own choosing throughout the negotiations; that each party has carefully and thoroughly reviewed this Settlement Agreement with its

counsel; that its counsel has approved it as to form; and that each party understands the terms herein. Each of the parties acknowledges that in executing this Settlement Agreement, it relies solely on its own judgment, belief and knowledge and on such advice as it has received from its own counsel.

14. AMENDMENTS. This Settlement Agreement can only be amended or modified by a written agreement duly executed by all of the parties.

15. EFFECTIVE DATE. This Settlement Agreement shall become effective as of the date of the last signature below.

16. TERM. The term of this agreement shall be twenty years.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date of last signature below.

THE BOARD OF COUNTY COMMISSIONERS
OF SANTA FE COUNTY

By: *Jack Sullivan* 5/14/08
Jack Sullivan, Chair Date

ATTEST:

Valerie Espinoza 5-15-08
Valerie Espinoza, County Clerk Date

Approved as to form:

Stephen C. Ross 5-5-08
Stephen C. Ross, County Attorney Date



THE GOVERNING BODY OF THE CITY OF SANTA FE

By: David Coss
David Coss, Mayor

5/19/08
Date

ATTEST:

Yolanda Y. Vigil
Yolanda Y. Vigil, City Clerk

5/19/08
Date

Approved as to form:

Frank D. Katz
Frank D. Katz, City Attorney

5/19/08
Date

LAS SOLERAS DEL SUR, LLC
a New Mexico Limited Liability Company

By: *Josh Skarsgard*

Gordon L. Skarsgard, Managing Operations Member BY JOSH SKARSGARD, ATTY. IN FACT

By: *John J. Mahoney*

John J. Mahoney, Managing Operations Member

By: *J. Harmon Burttram*

J. Harmon Burttram, Managing Oversight Member

GERONIMO EQUITIES, LLC
a New Mexico Limited Liability Company

By: *Fred A. Gardner*

Fred Gardner, Managing Member

STATE OF NEW MEXICO)

) ss.

COUNTY OF Bernalillo)

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me on the 2nd day of May, 2008 by John J. Mahoney, Vice President of Beckner Road Equities, Inc., and Attested to by Joshua J. Skarsgard, Secretary of Beckner Road Equities, Inc.

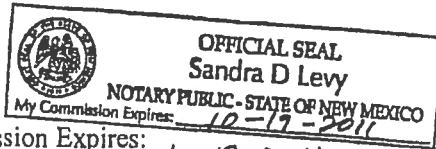


My Commission Expires: 10-19-2011

Sandra D. Levy
Notary Public

STATE OF NEW MEXICO)
COUNTY OF Bernalillo) ss.

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me on the 2nd day of May, 2008 by Gordon L. Skarsgard, Managing Member and John J. Mahoney, Managing Member of Las Soleras Community Design, LLC, a New Mexico limited liability company.



My Commission Expires: 10-19-2011

Sandra D. Levy
Notary Public

STATE OF NEW MEXICO)
COUNTY OF Bernalillo) ss.

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me on the 2nd day of May, 2008 by John J. Mahoney, Managing Operations member, and Gordon L. Skarsgard, Managing Operations Member, and Randall W. Eakin, Managing Oversight Member of Las Soleras Oeste, Ltd. Co., a New Mexico limited liability company.

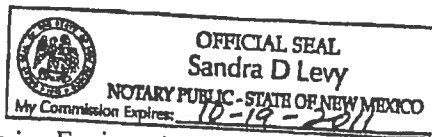


My Commission Expires: 10-19-2011

Sandra D. Levy
Notary Public

STATE OF NEW MEXICO)
COUNTY OF Bernalillo) ss.

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me on the 2nd day of May, 2008 by Gordon L. Skarsgard, Managing Operations Member, John J. Mahoney, Managing Operations Member of Las Soleras Del Sur, LLC, a New Mexico Limited Liability Company.



My Commission Expires: 10-19-2011

Sandra D. Levy
Notary Public

ITEM # 08-1112

SFC CLERK RECORDED 02/12/2009

**ANNEXATION PHASING AGREEMENT BETWEEN THE
CITY OF SANTA FE AND SANTA FE COUNTY**

This Agreement is entered by and between the Governing Body of the City of Santa Fe, New Mexico, a municipal corporation organized and existing under the Laws of the State of New Mexico (hereinafter referred to as "the City"), the Board of County Commissioners of Santa Fe County, a political subdivision of the State of New Mexico (hereinafter referred to as "the County").

WHEREAS, the City and County entered into a Settlement Agreement and Mutual Release of Claims dated May 19, 2008 (the "Agreement");

WHEREAS, the Agreement provided for the annexation over the succeeding five years of 17 areas of land currently within the County the phasing of which would be set by further agreement;

WHEREAS, the Agreement provides for Area 10 to be annexed by landowner-initiated petition and such petition has been file with the City;

WHEREAS, the Agreement calls for the replacement of the Extraterritorial Zoning Commission (EZC) and Extraterritorial Zoning Authority (EZA) with the Extraterritorial Land Use Commission (ELUC) and the Extraterritorial Land Use Authority (ELUA);

WHEREAS, the City and the County, by Ordinance, have established the ELUC and ELUA and have by Joint Powers Agreement abolished the EZA and EZC and specified the authorities and powers of the ELUC and ELUA; and

WHEREAS, the parties hereto now desire to specify target dates for the filing of appropriate petitions for annexations anticipated in the Agreement.

NOW, THEREFORE, THE CITY AND THE COUNTY AGREE AS FOLLOWS:

1. **LAS SOLERAS ANNEXATION.** The City will continue to process the annexation petition filed by the Las Soleras owners for a portion of Area 10.
2. **PHASE ONE OF ANNEXATION.** The City will file a petition for annexation of Areas 3, 6, 8, 9, the remaining portion of 10, 11, 13, 15, 16, 17 and the I-25 right-of-way from NM 599 to Old Pecos Trail and that portion of NM 14 (Cerrillos Road) from I-25 to the current city limit by the end of 2008.
3. **PHASE TWO OF ANNEXATION.** The City will file a petition for annexation of Areas 2, 4, 5, 7 and the NM 599 right-of-way from I-25 to the city limits east of Camino La Tierra by the end of 2011.
4. **PHASE THREE OF ANNEXATION.** The City will file a petition for annexation of Areas 1, 12, 18 and the NM 475 (Hyde Park Road) right-of-way from the current city limits to the Santa Fe National Forest boundary by the end of 2012.
5. **AMENDMENT.** This Annexation Phasing Agreement can be amended or modified only by a written agreement duly executed by all of the parties.
6. **EFFECTIVE DATE.** This Annexation Phasing Agreement shall become effective as of the date of the last signature below.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date of last signature below.

THE BOARD OF COUNTY COMMISSIONERS
OF SANTA FE COUNTY

By: Mike Anaya
Mike Anaya, Chairman


2/10/09
Date

ATTEST:
Valerie Espinoza
Valerie Espinoza, County Clerk

2/10/09
Date



Approved as to form:


Stephen C. Ross, County Attorney

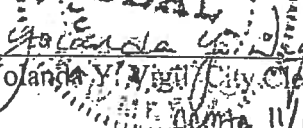
1-27-09
Date

THE GOVERNING BODY OF THE CITY OF SANTA FE

By: David Coss
David Coss, Mayor

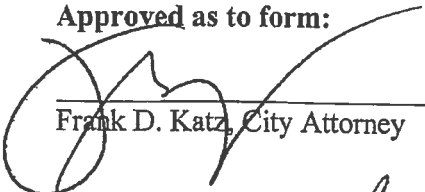
11/24/08
Date

ATTEST



Yolanda Y. Wright
Yolanda Y. Wright, City Clerk
11/12/08

11-25-08
Date

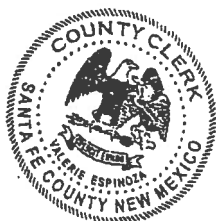
Approved as to form:


Frank D. Katz, City Attorney

11/13/08
Date


David N. Millican, Finance Director

11/20/08
Date



COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

ANNEXATION AGREE (N/C)
PAGES: 3

I Hereby Certify That This Instrument Was Filed for
Record On The 12TH Day Of February, 2009 at 09:45:42 AM
And Was Duly Recorded as Instrument # 1552072
Of The Records Of Santa Fe County


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

**SANTA FE COUNTY AND CITY
EXTRATERRITORIAL LAND USE
JOINT POWERS AGREEMENT**

This EXTRATERRITORIAL LAND USE JOINT POWERS AGREEMENT ("Agreement") between Santa Fe County ("County"), a political subdivision of the State of New Mexico, and the City of Santa Fe ("City"), a municipal corporation, is entered into on this 10th of September, 2008, for the purpose of clarifying matters of jurisdiction and approvals relating to planning, platting, subdivisions, zoning and annexation in the extraterritorial zones within the concurrent jurisdiction of both the County and the City.

RECITALS

WHEREAS

A. In accordance with the Joint Powers Agreement Act, §§11-1-1 through 11-1-7 NMSA 1978 the City and the County are public agencies and are authorized by law to enter into this agreement;

B. The City and County desire to clarify the jurisdiction each has over planning and platting, subdivisions, zoning, permitting and annexation with regard to the extraterritorial territory within two and five miles of city boundaries that are within the concurrent jurisdiction of the City and the County;

C. NMSA 1978 §3-21-3.2 authorizes cities and counties to enter into joint powers agreements and enact ordinances to work cooperatively on issues of planning, platting and subdivision, zoning, permitting and annexation in the territory within the concurrent jurisdiction of the City and the County;

D. The City and County have previously entered into a Joint City/County Extraterritorial Zoning and Subdivision Agreement establishing an Extraterritorial Zoning Authority and Extraterritorial Zoning Commission, which Agreement has been amended several times;

E. Disputes arose over planning and annexation matters within the extraterritorial zone that led to several lawsuits involving the City, the County and others; and

F. The City and County have resolved differences over annexation issues with a Settlement Agreement dated May 19, 2008, in which the City and County have agreed to a different approach to handling planning and platting, subdivision, zoning, permitting and annexation matters in the extraterritorial zone.

NOW, THEREFORE, THE CITY AND THE COUNTY HEREBY AGREE:

I. TERMINATION OF THE JOINT CITY/COUNTY EXTRATERRITORIAL ZONING AND SUBDIVISION AGREEMENT (1991)

The City and County hereby terminate the Joint City/County Extraterritorial Zoning and Subdivision Agreement (1991), as amended.

II. EXTRATERRITORIAL LAND USE AUTHORITY AND EXTRATERRITORIAL LAND USE COMMITTEE.

- A. Establishment - By City and County Ordinances, the City and the County shall establish a Santa Fe Extraterritorial Land Use Authority (ELUA) and Santa Fe Extraterritorial Land Use Commission (ELUC) pursuant to NMSA 1978 § 3-21-3.2.
- B. Extraterritorial Land Use Authority - The ELUA shall be made up of three members of the City Council or two members of the City Council and the Mayor, and four members of the Board of County Commissioners. The remaining member of the board of county commissioners shall be appointed as an alternate to the ELUA and the City shall appoint alternates from among the remaining city councilors. The alternates shall be notified prior to a meeting of the ELUA if an appointed member cannot attend. When replacing a member, an alternate shall have the same duties, privileges and powers as other appointed members.
- C. Extraterritorial Land Use Commission - The ELUC shall be composed of five members of the county planning commission appointed by the Board of County Commissioners of Santa Fe County and five members of the Planning Commission of the City of Santa Fe appointed by the City Council. Alternates to the ELUC shall be appointed by the Board of County Commissioners from the remaining members of the Santa Fe County Planning Commission and by the City of Santa Fe from the remaining members of the Planning Commission, who shall be notified prior to a meeting of the ELUC if an appointed member cannot attend. When replacing a member, the alternate shall have the same duties, privileges and powers as other appointed members.

III. ANNEXATION - The ELUC shall review and recommend to the ELUA approval or disapproval of annexation petitions brought pursuant to NMSA 1978 § 3-7-17.1, and the ELUA shall approve or disapprove such petitions.

IV. EXTRATERRITORIAL JURISDICTION OVER ZONING - With regard to that area lying outside the municipal boundaries and within two miles of the municipal boundary over which the City and the County have concurrent zoning authority, the City and the County through this Joint Powers Agreement hereby provide for zoning as follows:

- A. over those lands lying outside the Presumptive City Limits, as defined in that certain Settlement Agreement entered into between the City and County dated May 19, 2008, the City and the County, through the ELUC and the ELUA, shall adopt County zoning ordinances as the Extraterritorial Zoning Ordinance for that zone and shall expressly delegate to the County all decisions with regard to zoning in that area and by such delegation hereby ratify such decisions; and
- B. over those lands within the Presumptive City Limits, the City and the County, through the ELUC and ELUA, shall adopt City zoning ordinances as the Extraterritorial Zoning Ordinance for that zone and shall expressly delegate to the City all decisions over zoning in that area and by such delegation hereby ratify such decisions.

V. PLATTING AND SUBDIVISION APPROVAL - With regard to that area lying outside municipal boundaries but within five miles of the municipal boundaries over which the City and the County have concurrent planning, platting and subdivision jurisdiction, the City and the County through this Joint Powers Agreement hereby provide for planning, platting and subdivision determinations as follows:

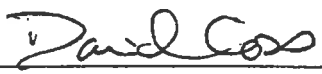
- A. the City and County, through the ELUC and the ELUA, shall adopt County ordinances as the applicable platting and subdivision rules for lands outside the Presumptive City Limits and shall expressly delegate to the County platting and subdivision review and approval decisions for that area and by such delegation hereby ratify those decisions; and
- B. the City and the County, through the ELUC and the ELUA, shall adopt City ordinances as the applicable platting and subdivision rules for lands within the Presumptive City Limits and shall expressly delegate to the City planning, platting and subdivision review and approval decisions over lands within that area and by such delegation hereby ratify those decisions.

VI. PERMITTING – With regard to lands within the Presumptive City Limits for which final development approvals have been granted by the City pursuant to the delegations described above, the permitting of construction shall be delegated by the County to the City under applicable building codes.

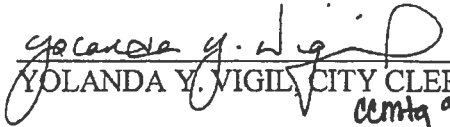
V. REGIONAL PLANNING AUTHORITY – The City and the County shall conduct regional planning through the Regional Planning Authority established in the Sixth Amended and Restated Regional Planning Authority Joint Powers Agreement dated _____, 2008. The ELUC shall provide such information and consultation to the Regional Planning Authority as the Regional Planning Authority may direct.

IN WITNESS WHEREOF, the parties have executed this Agreement.

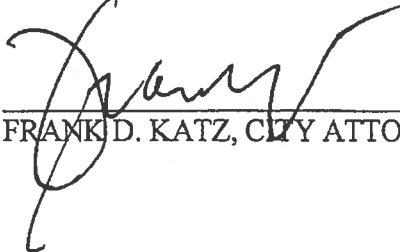
CITY OF SANTA FE


DAVID COSS, MAYOR

ATTEST


YOLANDA Y. VIGIL, CITY CLERK
certfy 9/10/08

APPROVED AS TO FORM:


FRANK D. KATZ, CITY ATTORNEY

THE BOARD OF COUNTY COMMISSIONERS OF
SANTA FE COUNTY

PAUL CAMPOS, CHAIR

ATTEST:

VALERIE ESPINOZA, COUNTY CLERK

APPROVED AS TO FORM:

STEPHEN C. ROSS, COUNTY ATTORNEY

THIS Agreement HAS BEEN APPROVED BY:

State of New Mexico
Department of Finance Administration

By: _____

Date: _____



**ROADWAY IMPROVEMENTS MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF SANTA FE
AND THE CITY OF SANTA FE**

The City of Santa Fe (City) and Santa Fe County (County) enter into this Memorandum of Understanding (MOU) to address needed capital improvements of certain roadways within the Presumptive City Limit boundaries of Phase II Annexation. This MOU is effective as of the date of the last signature.

Recitals

1. The City, the County, and Las Soleras entered into a Settlement and Mutual Release of Claims (Settlement Agreement) on May 19, 2008;
2. On February 10, 2009 the City and the County entered into an Annexation Phasing Agreement that defined Phase II of Annexation (Phase II).
3. The Settlement Agreement defines certain areas of land to be annexed as the Presumptive City Limits, including Phase II;
4. The Presumptive City Limits contains many roadways that are currently operated and maintained by the County, which will become the maintenance responsibility of the City upon annexation;
5. Certain County-maintained roadways in the Presumptive City Limits are experiencing deferred maintenance that require improvements to bring them up to customary County maintenance standards;
6. The County uses a third-party pavement evaluation system called PASER that rates roadways on a 1-to-10 scale;
7. Customary County maintenance standards have produced a County roadway network with an average PASER rating of 6, which will be the minimal standard when turned over to the City.
8. If these improvements are not made without this MOU, the City would acquire ownership of certain roadways that would require immediate and substantial investment of City funds;
9. Ignoring or delaying needed road maintenance results in costly reconstruction;
10. The Settlement Agreement states it "shall not be construed to require the County to provide significant capital improvements to an existing road or construct a new road within the Areas to be Annexed in the absence of a separate written agreement by and between the City

and County that provides a means for financing the capital improvements" *Settlement Agreement*, p.6 (k); and

11. The MOU confirms the parties' commitment, cooperation, and recognition that partnering activities between governmental entities of similar purposes may produce public benefits beyond what can be produced separately.

Agreement

1. Roadway Improvements.

A. Prior to the City's acceptance of ownership and maintenance responsibility for roads within Phase II of Annexation, the County shall perform the roadway improvement and maintenance activities identified in "Annexation Phase II – Roadways to be Improved and Description of Improvement Activities," attached to this MOU as Exhibit A. The County shall determine in consultation with the City, the phasing and scheduling of the improvement activities, with the intent to accomplish all activities as quickly as funding allows.

B. Upon completion of the activities identified in Paragraph A for each individual roadway or roadway segment as listed in Exhibit A, the City and the County shall conduct a joint acceptance inspection.

The City may reject work not meeting the customary roadway and maintenance standards of the County and generate a punchlist annotating the deficiencies. Rejected work shall be redone immediately by the County at the County's expense. Upon acceptance of work by the City, the City and the County shall immediately execute a document that conveys ownership of the accepted roadway(s) or roadway segment(s) from the County to the City.

C. The parties acknowledge that the items of work identified in "Annexation Phase II – Roadways to be Improved and Description of Improvements" are minimal maintenance improvements that do not address structural, operational, capacity, and accessibility deficiencies.

2. Term

This MOU shall terminate upon annexation of all of the roads in Exhibit A, unless terminated pursuant to Article 5. This MOU may be extended by the mutual written agreement of the parties.

3. Third Party Beneficiaries

This MOU does not create any third party beneficiaries.

4. Appropriations

This MOU is contingent upon sufficient appropriations and authorization being made by the parties. If sufficient appropriations are not granted, this Agreement shall terminate upon written notice.

5. Amendment

The parties may amend this MOU by mutual written agreement.

6. Conflict of Interest

No elected official, officer, employee or agent of the City or County shall have any personal financial interest in this MOU unless such financial interest is disclosed in advance to the City and County and neither party objects to that person's involvement in the MOU. Neither party shall employ, in the performance of this MOU, a person having a conflict of interest. This Article shall not unreasonably impede the parties desire to provide maximum opportunity for employment of local residents.

7. New Mexico Tort Claims Act

By entering into this Agreement, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Neither the City nor the County waive any defense or limitation of liability under New Mexico law or the New Mexico Tort Claims Act.

8. Dispute Resolution

In the event of any dispute between the parties regarding the enforcement or interpretation of this MOU, the parties agree to first mediate before a neutral mediator mutually agreed to and paid for by the parties.

9. Scope of the Agreement

This MOU supersedes all of the agreements and understandings between the parties concerning County roads in Phase II of Annexation.

10. Applicable Law.

This MOU shall be governed by the laws of the State of New Mexico.

11. Signatures.

This MOU shall be effective as of the date of the final signature.

For the City:

David Coss, Mayor
City of Santa Fe

Date

Attest:

Yolanda Y. Vigil, City Clerk

Date

Approved as to Form:

Geno Zamora, City Attorney

Date

Dr. Melville Morgan, Finance Director

Date

For the County:

Virginia Vigil, Chair, Board of Santa Fe
County Commissioners

Date

Approved as to Form:

Stephen C. Ross, Santa Fe County Attorney

Date

Attest:

Valerie Espinoza, Santa Fe County Clerk

Date

Teresa Martinez, County Finance Director

Date

APPROVED AS TO FORM:

Stephen C. Ross
Santa Fe County Attorney

Date

1000

**COUNTY OF SANTA FE AND THE CITY OF SANTA FE
MEMORANDUM OF UNDERSTANDING FOR
FIRE PROTECTION AND EMS SERVICE**

The City of Santa Fe (City) and Santa Fe County (County) enter into this Memorandum of Understanding (MOU) for fire protection and EMS service within the Presumptive City Limits, Phase II Annexation (Phase II). This Agreement is effective as of the date of the last signature.

Recitals

1. The City, the County entered into a Settlement and Mutual Release of Claims (Settlement Agreement) on May 19, 2008;
2. The Settlement Agreement provides that the "County shall provide law enforcement and fire protection services to all areas outside of the Presumptive City Limits and to all Areas to be Annexed until annexation;" *Settlement Agreement, 2(r)*.
3. The Settlement Agreement does not "preclude interagency coordination of fire protection and law enforcement as set forth in other agreements or through informal means and the County shall continue to provide fire protection and law enforcement services at levels required by such agreements currently in force." *Settlement Agreement, 2(s)*.
4. The Settlement Agreement also provides that "Supplemental joint service agreements may be negotiated from time to time between the City and County whereby City services may be provided in advance of annexation, on terms agreeable to the parties." *Settlement Agreement, 2(v)*.
5. NMSA 1978, § 5-1-1 permits a municipality or county to contract with other political subdivisions or for the operation of its ambulance service.
6. NMSA 1978, §§ 3-18-6 and 3-18-11 permit a municipality to establish fire zones and adopt regulations for the prevention of fire.

Agreement

1. The County agrees to the following:
 - A. Maintain the current level of fire and EMS service in Phase II of Annexation, areas 2 and 4 for a period of five (5) years following annexation Phase II.

- B. Maintain Agua Fria Fire Station 1 as the primary response hub for County Fire career and volunteer response and activities during the transition period.
- C. Negotiate a lease, sale, or other arrangement if the City requests to provide use of Agua Fria Station 1.
- D. Continue to perform under the current JPA regarding fire and EMS response during and after the transition period unless a subsequent agreement is negotiated and approved.
- E. Have the ability to decrease daily staffing at Agua Fria Station 1 during the transition period as the City incorporates new fire department resources into the area provided that the decrease does not diminish the current level of service.
- F. Retain the option to relocate all County career staff following the transition period.
- G. Maintain the current level of fire and EMS service in Phase III until such time as the annexation of Phase III is complete.
- H. Continue to provide fire and EMS service in Area 1 North of Alameda even after annexation through implementation of a mutual aid agreement.

2. The City Agrees to:

- A. Assume Fire Protection service in Phase II of Annexation Areas 5 and 7.
- B. Maintain the current level of fire and EMS service in Area 18 for five (5) years following annexation Phase II.
- C. Provide plan and development review, fire code enforcement, and fire investigation services in all areas of Phase II and Phase III of Annexation for the 5 years following phase II of annexation.
- D. Work cooperatively with the County to integrate new City fire department resources into the area.
- E. Share training resources as requested and available and participate in joint fire department trainings with Santa Fe County during the transition period.
- F. Continue to abide by the current JPA regarding fire and EMS response during and after the transition period unless a subsequent agreement is negotiated and approved.

3. Appropriations

This Agreement is contingent upon sufficient appropriations and authorization being made by the parties. If sufficient appropriations are not granted, this Agreement shall terminate upon written notice.

4. Amendment

The parties may amend this Agreement by mutual written agreement.

5. New Mexico Tort Claims Act

By entering into this Agreement, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Neither the City nor the County waive any defense or limitation of liability under New Mexico law or the New Mexico Tort Claims Act.

6. Dispute Resolution

In the event of any dispute between the parties regarding the enforcement or interpretation of this Agreement, the parties agree to first mediate before a neutral mediator mutually agreed to and paid for equally by the parties.

7. Scope of the Agreement

This Agreement supersedes all of the agreements and understandings between the parties concerning law enforcement services following Phase II of Annexation.

8. Applicable Law.

This Agreement shall be governed by the laws of the State of New Mexico.

9. Liability.

Each party to this Agreement shall be solely liable for the defense and satisfaction of any claim, including costs and attorney's fees, against that party's officer, government, or employees and agents that arises from conduct of the officer when acting pursuant to this Agreement.

10. Insurance.

Each party agrees to provide law enforcement liability insurance (or a policy of self-insurance) with policy limits adequate to protect the party from and against any and all claims, demands, suits, defense costs, judgments, liability or consequential damages of any kind or nature,

caused by any act, omission, fault, mistake or negligence of the an officer employed by the party, the party, and its employees, officials, and agents in connection with the law enforcement activities that are the subject of this Agreement, or in connection with the performance or failure to perform under the terms and conditions of this Agreement. Neither party will be obligated to insure the other party or to provide a defense or indemnity in the event of a claim, suit or demand related in any way to the activities specified in this Agreement.

11. Signatures.

This Agreement shall be effective as of the date of the final signature.

For the City:

David Coss, Mayor
City of Santa Fe

Date

Attest:

Yolanda Y. Vigil, City Clerk

Date

Approved as to Form:

Geno Zamora, City Attorney

Date

Dr. Melville Morgan, Finance Director

Date

For the County:

Kathy Holian, Chair, Board of Santa Fe
County Commissioners

Date

Approved as to Form:

Stephen C. Ross, Santa Fe County Attorney

Date

Attest:

Geraldine Salazar, Santa Fe County Clerk

Date

Teresa Martinez, County Finance Director

Date

**COUNTY OF SANTA FE AND THE CITY OF SANTA FE
MUTUAL AID AGREEMENT FOR
LAW ENFORCEMENT SERVICES**

 **DRAFT**

The City of Santa Fe (City) and Santa Fe County (County) enter into this Mutual Aid Agreement (Agreement) for law enforcement services within the Presumptive City Limits, Phase II Annexation (Phase II). This Agreement is effective as of the date of the last signature.

Recitals

1. The City, the County entered into a Settlement and Mutual Release of Claims (Settlement Agreement) on May 19, 2008;
2. The Settlement Agreement provides that the "County shall provide law enforcement and fire protection services to all areas outside of the Presumptive City Limits and to all Areas to be Annexed until annexation;" *Settlement Agreement, 2(r)*.
3. The Settlement Agreement also states that "In the area to be annexed that is most densely populated (between Airport Road and Agua Fria Road) and most in need of augmented law enforcement services, the County shall maintain its current level of law enforcement services until annexation and thereafter, by separate Joint Powers Agreement, for a period up to three years following annexation." *Settlement Agreement, 2(r)*.
4. The Settlement Agreement also states that "The City shall immediately upon annexation match that level of law enforcement service provided by the County and over the three year period replace the County law enforcement services." *Settlement Agreement, 2(r)*.
5. The Settlement Agreement does not "preclude interagency coordination of fire protection and law enforcement as set forth in other agreements or through informal means and the County shall continue to provide fire protection and law enforcement services at levels required by such agreements currently in force." *Settlement Agreement, 2(s)*.
6. The Settlement Agreement also provides that "Supplemental joint service agreements may be negotiated from time to time between the City and County whereby City services may be provided in advance of annexation, on terms agreeable to the parties." *Settlement Agreement, 2(v)*.
7. The Mutual Aid Act allows any "state, county or municipal agency having and maintaining peace officers may enter into mutual aid agreements with any public agency as defined in the Mutual Aid Act, with respect to law enforcement, provided any such agreement shall be approved by the agency involved and the governor." NMSA 1978, § 29-8-3.

Agreement

1. City and County Law Enforcement Schedule

The City and the County agree to the following schedule of law enforcement in the Phase II:

- A. In the first year following annexation, July 1, 2013 through June 30, 2014, the County shall maintain its current level of law enforcement in Phase II.
- B. In the second year following annexation, July 1, 2014 through June 30, 2015, the City will assume law enforcement south of Airport Road in Phase II. The County will maintain responsibility for law enforcement in all other areas of Phase II.
- C. In the third year following annexation, July 1, 2015 through June 30 2016, the City will assume law enforcement south of the traditional historic village of Agua Fria in Phase II. The County will maintain responsibility for law enforcement in all other areas of Phase II.
- D. From July 1, 2016, the City shall assume and maintain law enforcement throughout Phase II.
- E. Immediately following annexation of Phase III, as described in the Phasing Agreement, the City shall assume and maintain law enforcement throughout Phase III.

2. Third Party Beneficiaries

This Agreement does not create any third party beneficiaries.

3. Appropriations

This Agreement is contingent upon sufficient appropriations and authorization being made by the parties. If sufficient appropriations are not granted, this Agreement shall terminate upon written notice.

4. Amendment

The parties may amend this Agreement by mutual written agreement.

5. New Mexico Tort Claims Act

By entering into this Agreement, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Neither the City nor the County waive any defense or limitation of liability under New Mexico law or the New Mexico Tort Claims Act.

6. Dispute Resolution

In the event of any dispute between the parties regarding the enforcement or interpretation of this Agreement, the parties agree to first mediate before a neutral mediator mutually agreed to and paid for equally by the parties.

7. Scope of the Agreement

This Agreement supersedes all of the agreements and understandings between the parties concerning law enforcement services following Phase II of Annexation.

8. Applicable Law.

This Agreement shall be governed by the laws of the State of New Mexico.

9. Liability.

Each party to this Agreement shall be solely liable for the defense and satisfaction of any claim, including costs and attorney's fees, against that party's officer, government, or employees and agents that arises from conduct of the officer when acting pursuant to this Agreement.

10. Insurance.

Each party agrees to provide law enforcement liability insurance (or a policy of self-insurance) with policy limits adequate to protect the party from and against any and all claims, demands, suits, defense costs, judgments, liability or consequential damages of any kind or nature, caused by any act, omission, fault, mistake or negligence of the an officer employed by the party, the party, and its employees, officials, and agents in connection with the law enforcement activities that are the subject of this Agreement, or in connection with the performance or failure to perform under the terms and conditions of this Agreement. Neither party will be obligated to insure the other party or to provide a defense or indemnity in the event of a claim, suit or demand related in any way to the activities specified in this Agreement.

11. Signatures.

This Agreement shall be effective as of the date of the final signature.

For the City:

David Coss, Mayor
City of Santa Fe

Date

Attest:

Yolanda Y. Vigil, City Clerk

Date

Approved as to Form:

Geno Zamora, City Attorney

Date

Dr. Melville Morgan, Finance Director

Date

For the County:

Kathy Holian, Chair, Board of Santa Fe
County Commissioners

Date

Approved as to Form:

Stephen C. Ross, Santa Fe County Attorney

Date

Attest:

Geraldine Salazar, Santa Fe County Clerk

Date

Teresa Martinez, County Finance Director

Date

For the Governor:

Governor of the State of New Mexico

Date

APPROVED AS TO FORM:

General Counsel

Date



**AGREEMENT REGARDING WATER, WASTEWATER
AND SOLID WASTE REQUIRED BY
THE SETTLEMENT AGREEMENT AND MUTUAL RELEASE OF CLAIMS**

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2013, by and between **the Board of County Commissioners of Santa Fe County**, a political subdivision of the State of New Mexico (hereinafter referred to as "the County") and the **City of Santa Fe**, a municipal corporation organized and existing under the laws of the State of New Mexico (hereinafter referred to as "the City").

WHEREAS, the City and the County entered into a Settlement Agreement and Mutual Release of Claims (hereinafter referred to as "the Settlement Agreement") dated May 19, 2008 to resolve ongoing lawsuits concerning the proposed annexation of Las Soleras and annexation generally;

WHEREAS, the Settlement Agreement established the presumptive city limits for a twenty-year period ("Presumptive City Limits") and the coincident service areas of the City and County utilities;

WHEREAS, the Settlement Agreement at paragraph 2(o) specifies that "City water and wastewater customers outside the Presumptive City Limits will be transferred to the County when the County is able to provide service unless prohibited by a current contract with a customer, decrees of a court, or applicable rulings of the Public Regulation Commission";

WHEREAS, the Settlement Agreement at paragraph 2(o) also provides that "County water customers within the Presumptive City Limits shall be transferred to the City when the City is able to provide service unless prohibited by a current contract with a customer, decrees of a court, or applicable rulings of the Public Regulation Commission";

WHEREAS, paragraph 2(o) also provides that the City and County managers shall meet and confer and develop a plan to accomplish these transfers;

WHEREAS, the plan specified in Paragraph 2(o) was to include "provisions for reimbursement of the City and County for the actual value of the infrastructure transferred as established by an appraisal prepared by an appraiser chosen by mutual agreement of the parties";

WHEREAS, paragraph 2(o) also provides that "[i]f either party assumes a water delivery obligation for which the customer transferred water rights to the City or County, the City or County shall transfer those water rights along with the customers, to the other party";

WHEREAS, the parties desire to enter into a written agreement that sets forth how the duties described in paragraph 2(o) of the Settlement Agreement will be accomplished and describes a process of water and wastewater transfers of customers and infrastructure between the City and the County based on the Presumptive City Limits;

WHEREAS, the Settlement Agreement at paragraph 2(q) provides that “the City shall provide municipal services within areas annexed pursuant to this Agreement, including but not limited to solid waste disposal . . .”;

WHEREAS, paragraph 2(v) of the Settlement Agreement provides that “[s]upplemental joint service agreements may be negotiated from time to time between the City and County whereby City services may be provided in advance of annexation, on terms agreeable to the parties;”

WHEREAS, the Annexation Phasing Agreement Between the City of Santa Fe and Santa Fe County (hereinafter referred to as “the Phasing Agreement”), dated February 10, 2009, has been partially satisfied to the extent that Areas 3, 6, 8, 9 and portions of 10, 11, 13, 15, 16, 17 and the I-25 right-of-way from NM 599 to Old Pecos Trail and that portion of NM 14 from I-25 to the current city limits have been annexed;

WHEREAS, plans for staffing and equipment sufficient to provide solid waste services in the areas designated for annexation must be implemented on July 1, 2013 to ensure a seamless transition; and

WHEREAS, the City desires to provide solid waste services within the Presumptive City July 1, 013 and the County is presently revising its solid waste ordinance to provide for curbside collection and is willing to facilitate such an arrangement for the benefit of the City; and

WHEREAS, and the parties desire to address the solid waste issue herein, and realign the respective water and sewer infrastructure of the parties to be consistent with the Settlement Agreement and otherwise to set forth herein the respective agreements on these and other points in general furtherance of the goals expressed in the Settlement Agreement.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

I. SOLID WASTE AND REFUSE SERVICE

A. The County shall enact an ordinance that establishes a mandatory system of solid waste collection within the Presumptive City Limits that includes curbside pickup of residential and commercial refuse, curbside pickup of recyclable materials. The ordinance shall prohibit refuse collection and collection of recyclable materials within the Presumptive City Limits (and other areas) by any hauler except from those designated specifically in the ordinance.

B. The ordinance referred to in the previous paragraph shall contain substantially similar conditions of service and provisions concerning penalties and enforcement as those found in the Santa Fe City Code.

C. Once the ordinance referred to in the previous paragraphs is enacted, the County shall delegate to the City responsibility for refuse collection within the Presumptive City Limits. The ordinance and the delegation shall be completed on or about July 1, 2013. The City shall be delegated responsibility to impose its usual and customary charges on solid waste customers within the Presumptive City Limits.

II. WATER AND WASTEWATER SERVICE

A. Pursuant to the Settlement Agreement, water and wastewater services shall be provided by the entity in whose jurisdiction the services are provided. Water and wastewater services within the Presumptive City Limits shall be provided by the City. Water and wastewater services outside of the City and outside of the Presumptive City Limits shall be provided by the County.

B. Water and wastewater services that are not consistent with the previous paragraph shall be made consistent by transferring the system and customers to the other party as specified in this Agreement.

C. The City and the County shall provide detailed information on those portions of their respective systems that are to be transferred to the other party pursuant to this Agreement, including, if available, as-built drawings, GIS-mapped lines, valve and meter locations, meter numbers, location of manholes, water quality data, water compliance documents, and other pertinent information.

D. The City and County managers shall appoint members to a technical transition team comprised of water and wastewater staff of the City and County, who will inventory all of the water and wastewater resources subject to this Agreement, determine the technical issues to be confronted in connection with this Agreement, develop schedules for transfer of assets and responsibilities, and deal with technical issues as they arise. Any issues which cannot be resolved by the technical transition team shall be resolved by the city and county managers and, as appropriate, by the City Council and the Board of County Commissioners.

E. Any infrastructure that is malfunctioning or in disrepair, which has routinely failed water quality compliance testing, or that has suffered from deferred maintenance, shall be repaired and brought into compliance before that infrastructure is transferred to the other party.

F. City water and wastewater customers outside the Presumptive City Limits will be transferred to the County when the County is able to provide service unless prohibited by a current contract with a customer, decrees of a court, or applicable rulings of the Public Regulation Commission. Accordingly, upon consent or assignment, water

and wastewater customers not in the City and outside of the Presumptive City Limits, such as those in the Aldea development, IAIA, and the Santa Fe Community College shall become County customers when the County is able to provide water and wastewater service. County water customers within the Presumptive City Limits shall be transferred to the City when the City is able to provide service unless prohibited by a current contract with a customer, decrees of a court, or applicable rulings of the Public Regulation Commission. Accordingly, upon consent or assignment, water customers within Area 7 shall become City customers when the City is able to provide service.

G. Annually, the County and the City will review billing information for the transferred area to verify meter accuracy and the extent to which unaccounted-for water passes each master meter.

H. Each party shall share data, information or reports that would be helpful, useful or necessary to achieve the goals and objectives of this Agreement upon request of the other party.

I. Any improvements made by a party to water or wastewater infrastructure originally provided by a real estate developer in connection with a real estate development, and that is not required for continuation of service, may be removed at the party's own expense prior to transfer of the infrastructure to the other party, but the removing party shall give the other party prior notice of the proposed removal through the technical transition team.

J. If, after technical analysis, it is determined by the utility directors of each party that it is technically impossible to serve a customer or group of customers who should be transferred to the other party under the terms of this Agreement without economic hardship, that customer or customers may continue to be served by the other notwithstanding the fact that the customer is outside of the jurisdiction of the party. In such cases, the parties shall document the facts leading to the finding of technical impossibility. In the event that it later becomes technically feasible to serve the customer or customers, the customers shall be transferred to the other party at that time.

K. City Water Infrastructure Transfers to County.

1. City Water customers outside of the Presumptive City Limits shall become County customers when the County is able to provide water and wastewater service. Appendix A to this MOU lists the infrastructure related to specific developments that the City shall be transferring to the County. Each development requires a master-meter between the City and the County, which the City agrees to add to the existing master-meters serving the county under the 2006 Water Resources Agreement.

2. The developments contemplated as part of the City transfers to the County are: 1) Campo Conejo; 2) Turquoise Trail; 3) Aldea; 4) Las Campanas; 5) La Mariposa; 6) La Tierra; 7) La Mirada; 8) Tessera. The City recognizes that more than one meter may be required to serve some of these developments.

3. Billing responsibility for City and County customers transferred to the other party pursuant to this section shall be transferred effective July 1, 2013 and necessary changes to the physical infrastructure (meters, valves, piping) shall be completed expeditiously thereafter.

L. County Water Infrastructure Transfers to City. County water customers within the Presumptive City Limits shall be transferred to the City when the City is able to provide service unless prohibited by a current contract with a customer, decrees of a court, or applicable rulings of the Public Regulation Commission. Appendix B to this MOU lists the infrastructure related to specific developments that the County shall be transferring to the City.

M. City Waste-Water Infrastructure Transfers to the County. City Wastewater customers outside of the Presumptive City Limits shall become County customers when the County is able to provide waste-water service.

N. Any easements or rights-of-way supporting water or wastewater infrastructure shall be transferred to the other party along with the infrastructure; if an easement is needed along a City street or County road, the easement shall be granted by the other party, as appropriate, or a blanket approval may be granted. Should any survey work be needed to identify or locate any infrastructure, real property, infrastructure, necessary easements, access, or other matters, the cost of that survey shall be borne by the party receiving the real property, infrastructure, easement, or access.

II. CUSTOMER INFORMATION, NOTICE

A. The City and the County shall exchange account information about water and wastewater customers being transferred between the parties. Account information shall include the name, address, telephone number, twelve months of account activity (e.g. notes, history, etc.), water meter size, bill item tables, sewer rate calculation, solid waste refuse and recycling rates and level of service, and any other information determined by either party to be relevant. The account information shall include any balances owed by customers and the basis for those balances. An unpaid balance shall not be transferred to the other party, but the parties may cooperate to ensure payment of the unpaid balance through techniques such as withdrawal of service to compel payment.

B. Account information shall be provided to the other party's utility director ninety (90) days prior to date of transfer of each area identified in this agreement to provide a seamless transition of billing and customer service to the customers.

C. Customers whose service will be transferred from one party to another shall receive a notice of the transfer in a utility bill stuffer for two (2) consecutive months prior to the transition. Utility bill stuffers shall provide links to City and County websites for additional information; the City and County websites shall provide detailed information

about the transition, the transfer of customers, this Agreement, changes in the rules of service, and any changes in billing structure.

III. AS-BUILT DRAWINGS AND MAINTENANCE RECORDS

A. Each party shall provide to the other party as-built drawings and maintenance records of all infrastructure transferred as a result of this Agreement ninety (90) days prior to date of transfer of the infrastructure. If a transferring party has digital data regarding the infrastructure, that data shall also be provided. Data to be transferred shall include, but not be limited to, as-built drawings, valve maps detailing location of valves based on known features, GIS shape files and scanned as-built drawings and valve maps in *pdf* format.

B. Each party shall provide the other party with maintenance records as well as video imaging, televised inspection tapes and DVDs of infrastructure transferred as a result of this Agreement. Maintenance records shall be provided ninety (90) days prior to date of transfer.

V. WATER RIGHTS

A. If either party assumes a water delivery obligation for which the customer transferred water rights to the City or County, the City or County shall transfer those water rights, along with the customers, to the other party.

B. If either party assumes a water delivery obligation that the party has met with water rights owned by the party as opposed to water rights supplied by a customer or developer, no water rights shall be transferred to the other party and the party making deliveries subsequent to transfer shall be responsible for providing water rights to support the subsequent deliveries.

C. If water rights that should be transferred to the other party pursuant to paragraph A of this Article VI cannot be transferred, are impractical to transfer, or carry a point of diversion that if transferred to a point of diversion chosen by the other party would result in a loss of the value of the water right, suitable equivalent water rights may be selected and transferred in lieu of water rights that would be transferred pursuant to Paragraph A of this Article V.

D. The technical transition team shall address all technical issues concerning the transfer of water rights, including technical issues about the transfer, the amount to be transferred, the method of transfer, the timeline of transfer, any issues related to the Buckman Direct Diversion project, and any issues arising from paragraph C of this section. Any issues which cannot be resolved by the technical transition team shall be resolved by the city and county managers and, as appropriate, by the City Council and the Board of County Commissioners. This paragraph shall not prevent the parties from choosing to mediate a dispute through a neutral mediator chosen by both the City and County.

VI. SERVICE CONNECTIONS

A. Water Service Connections

1. Each party shall provide the other party with reasonable access to water from the Buckman Direct Diversion through the party's water service infrastructure, utilizing master meters to meter the flow for purposes of billing and accountability. Each party may charge the other party a reasonable fee for wheeling water across its water infrastructure, as established through a cost of service study.

2. The party desiring a service connection shall be fully responsible for design and construction of any facilities necessary to take delivery of water at the delivery point, and such facilities shall be constructed in accordance with standards established by the other party.

3. The party requesting a service connection shall define a water budget and provide a demand scenario for a ten year period for each service connection and master meter. The water budgets and demand scenarios will provide information to the party to permit efficient water system operations. .

4. The technical transition team shall address all technical issues concerning service connections and master meters, including those referred to in section II, paragraphs k and l. Any issues which cannot be resolved by the technical transition team shall be resolved by the city and county managers and, as appropriate, by the City Council and the Board of County Commissioners.

B. Wastewater Service Connections

1. The City may provide the County with access to its wastewater collection and treatment system to ensure that customers are served through a wastewater treatment plant rather than being served by septic systems or small wastewater treatment facilities.

2. Each party shall pay a collection and treatment charge for use of the other party's wastewater collection and treatment system in accordance with the usual and customary rates established through a cost of service study.

3. Each party requesting access to the other party's wastewater collection and treatment system shall pay all costs of connecting to the wastewater collection system and shall make all connections in accordance with the standards established by the party.

4. All wastewater service connections must comply with all relevant rules, regulations and practices of the party into whose system a wastewater service connection is being established. The party establishing a wastewater service connection

shall be responsible for all engineering, design, and construction costs related to such connection.

C. Records. Each party shall maintain records of all water and/or wastewater collection system customers who receive service from the party as a result of this Agreement, and shall provide the other party with copies of such those records when requested, during reasonable business hours and with reasonable notice. The records shall at a minimum contain customer location, customer class, connection size, industrial pretreatment compliance records and water meter readings.

D. Metered Water Use. Individual water consumption of each customer discharging wastewater through the system of the other party to this Agreement shall be metered to facilitate a determination of the usage of the wastewater system and to facilitate billing and system management.

VII. CONSISTENCY WITH SETTLEMENT AGREEMENT, INTERPRETATION, AND ADDITIONAL PROVISIONS

A. All questions concerning interpretation of this Agreement shall be consistent with the goals, objectives, and express language of the Settlement Agreement and Mutual Release of Claims, dated May 19, 2008.

B. Term. This Agreement shall terminate upon the transfer of all of the infrastructure described in the Exhibits, unless terminated earlier pursuant to Article 5. This Agreement may be extended by the mutual written agreement of the parties.

C. Third Party Beneficiaries. This Agreement does not create any third party beneficiaries.

D. Appropriations. This Agreement is contingent upon sufficient appropriations and authorization being made by the parties. If sufficient appropriations are not granted, this Agreement shall terminate upon written notice.

E. Amendment. The parties may amend this Agreement by mutual written amendment.

F. Conflict of Interest. No elected official, officer, employee or agent of the City or County shall have any personal financial interest in this Agreement unless such financial interest is disclosed in advance to the City and County and neither party objects to that person's involvement in the Agreement. Neither party shall employ, in the performance of this Agreement, a person having a conflict of interest. This paragraph shall not unreasonably impede the parties desire to provide maximum opportunity for employment of local residents.

G. New Mexico Tort Claims Act. By entering into this Agreement, neither party shall be responsible for liability incurred as a result of the other party's acts or

omissions in connection with this Agreement. Neither the City nor the County waives any defense or limitation of liability under New Mexico law or the New Mexico Tort Claims Act.

H. Dispute Resolution. In the event of any dispute between the parties regarding the enforcement or interpretation of this Agreement, the parties agree to first mediate before a neutral mediator mutually agreed to and paid for by the parties.

I. Applicable Law. This Agreement shall be governed by the laws of the State of New Mexico.

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

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

By _____
Kathleen S. Holian, Chair

Date

ATTEST:

Geraldine Salazar, Santa Fe County Clerk

APPROVED AS TO FORM:

Stephen C. Ross
Santa Fe County Attorney

Date

CITY OF SANTA FE:

David Coss, Mayor
City Manager

Date

APPROVED AS TO FORM:

Geno Zamora,
Santa Fe City Attorney

Date

APPROVED:

City of Santa Fe Finance Director

CITY-COUNTY WATER INFRASTRUCTURE EXCHANGE
Water Infrastructure Transfer from County to City Summary
Revision Date; February 12, 2013

Southwest Business Park/Mutt Nelson Road

Service Area Description:

- A. Service area includes properties generally located in Santa Fe County's NE ¼ of Section 24, T16N R9E, between I-25 and Mutt Nelson Road (County Road 48G) and is more accurately described in the subdivision plat filed of record with the County Clerk at INSERT BOOK AND PAGE.
- B. Water Infrastructure is shown in As-built Construction Drawing Number INSERT DRAWING NUMBERS.
- C. Water Infrastructure consists of approximately 6,620 linear feet of 8-inch and 2,500 linear feet of 12-inch water mains with individual meters for each customer connected to the public water system.
- D. There are INSERT NUMBER OF APPROVED LOTS total approved lots with INSERT NUMBER OF DEVELOPED LOTS lots developed and INSERT NUMBER OF UNDEVELOPED LOTS lots undeveloped.
- E. Water Infrastructure to be transferred from County to City.

Service Area Costs:

- A. Original Construction Cost: \$288,300.00 (estimated).
- B. Book Value with depreciation (as of 2012): INSERT DEPRICIATED INFRASTRUCTURE VALUE.

Water Budget:

- A. Based on actual usage of the existing INSERT # OF DEVELOPED LOTS developed lots, the 2011 water budget is INSERT WATER BUDGET acre-feet.
- B. Based on the projected usage for the INSERT # OF UNDEVELOPED LOTS undeveloped lots, the total build-out water budget is INSERT BUILD-OUT WATER BUDGET acre-feet.

Beckner Road

Service Area Description:

- A. Service area includes INSERT SERVICE AREA DESCRIPTION and is more accurately described in the subdivision plat filed of record with the County Clerk at INSERT BOOK AND PAGE.
- B. Water Infrastructure is shown in As-built Construction Drawing Number INSERT DRAWING NUMBERS.
- C. Water Infrastructure consists of approximately 5,100 linear feet of 16-inch water main.
- D. There are INSERT NUMBER OF APPROVED LOTS total approved lots with INSERT NUMBER OF DEVELOPED LOTS lots developed and INSERT NUMBER OF UNDEVELOPED LOTS lots undeveloped.
- E. Water Infrastructure to be transferred from County to City.

Service Area Costs:

- A. Original Construction Cost: \$406,800.00 (estimated).
- B. Book Value with depreciation (as of 2012): INSERT DEPRICIATED INFRASTRUCTURE VALUE.

Water Budget:

- A. Based on actual usage of the existing INSERT # OF DEVELOPED LOTS developed lots, the 2011 water budget is INSERT WATER BUDGET acre-feet.
- B. Based on the projected usage for the INSERT # OF UNDEVELOPED LOTS undeveloped lots, the total build-out water budget is INSERT BUILD-OUT WATER BUDGET acre-feet.

South Meadows Road

Service Area Description:

- A. Service area includes **INSERT SERVICE AREA DESCRIPTION** and is more accurately described in the subdivision plat filed of record with the County Clerk at **INSERT BOOK AND PAGE**.
- B. Water Infrastructure is shown in As-built Construction Drawing Number **INSERT DRAWING NUMBERS**.
- C. Water Infrastructure consists of approximately 3,860 linear feet of 12-inch water main.
- D. There are **INSERT NUMBER OF APPROVED LOTS** total approved lots with **INSERT NUMBER OF DEVELOPED LOTS** lots developed and **INSERT NUMBER OF UNDEVELOPED LOTS** lots undeveloped.
- E. Water Infrastructure to be transferred from County to City.

Service Area Costs:

- A. Original Construction Cost: \$277,737.
- B. Book Value with depreciation (as of 2012): **INSERT DEPRICIATED INFRASTRUCTURE VALUE**.

Water Budget:

- A. Based on actual usage of the existing **INSERT # OF DEVELOPED LOTS** developed lots, the 2011 water budget is **INSERT WATER BUDGET** acre-feet.
- B. Based on the projected usage for the **INSERT # OF UNDEVELOPED LOTS** undeveloped lots, the total build-out water budget is **INSERT BUILD-OUT WATER BUDGET** acre-feet.

County Road 2/Calle Del Oro

Service Area Description:

- A. Service area includes **INSERT SERVICE AREA DESCRIPTION** and is more accurately described in the subdivision plat filed of record with the County Clerk at **INSERT BOOK AND PAGE**.
- B. Water Infrastructure is shown in As-built Construction Drawing Number **INSERT DRAWING NUMBERS**.
- C. Water Infrastructure consists of approximately 200 linear feet of 8-inch and 2,300 linear feet of 12-inch water mains (future).
- D. There are **INSERT NUMBER OF APPROVED LOTS** total approved lots with **INSERT NUMBER OF DEVELOPED LOTS** lots developed and **INSERT NUMBER OF UNDEVELOPED LOTS** lots undeveloped.
- E. Water Infrastructure to be transferred from County to City.

Service Area Costs:

- A. Original Construction Cost: \$176,500.00 (estimated future cost).
- B. Book Value with depreciation (as of 2012): **INSERT DEPRICIATED INFRASTRUCTURE VALUE**.

Water Budget:

- A. Based on actual usage of the existing **INSERT # OF DEVELOPED LOTS** developed lots, the 2011 water budget is **INSERT WATER BUDGET** acre-feet.
- B. Based on the projected usage for the **INSERT # OF UNDEVELOPED LOTS** undeveloped lots, the total build-out water budget is **INSERT BUILD-OUT WATER BUDGET** acre-feet.

CITY-COUNTY WATER INFRASTRUCTURE EXCHANGE

Wastewater Infrastructure Transfer from City to County Summary

Revision Date; February 12, 2013

Aldea de Santa Fe

Service Area Description:

A. Service area is generally located in Santa Fe County's Section 20 T17N, R9E as recorded in the records with the County Clerk at INSERT BOOK AND PAGE.

B. Wastewater Infrastructure completed from 2001 – 2007. Wastewater infrastructure is shown in Aldea de Santa Fe Land Development Plans – Phases 1A Onsite, 1A Offsite, 1B, 2A, 2B, 2C and 2D.

C. Wastewater Infrastructure consists of approximately 940 linear feet of 1-1/4", 2" and 2-1/2" low pressure sewer, 1,585 linear feet of 4-inch force main, 8,495 linear feet of 8-inch force main, 33,252 linear feet of 8-inch gravity sewer and 781 linear feet of 10-inch gravity sewer with individual service laterals for each customer connected to the public sewer system.

D. There are 538 total approved lots with 373 lots developed and 165 lots undeveloped.

E. Wastewater Infrastructure to be transferred from City to County.

Service Area Costs:

A. Original Construction Cost: \$2,205,148.70.

B. Book Value with depreciation (as of 2012): \$1,937,568.94.

CITY-COUNTY WATER INFRASTRUCTURE EXCHANGE
Water Infrastructure Transfer from City to County Summary
Revision Date; February 12, 2013

Campo Conejo

Service Area Description:

- A. Service area is generally located in Santa Fe County's Section 12, T16N, R9E in Santa Fe County and is more accurately described in the subdivision plat filed of record with the County Clerk at INSERT BOOK AND PAGE.
- B. Water Infrastructure is shown in As-built Construction Drawing Number 83/1999.
- C. Water Infrastructure consists of approximately 1,300 linear feet of 4-inch and 9,570 linear feet of 8-inch water mains with individual 5/8-inch water meters for each customer connected to the public water system.
- D. There are 75 total approved lots with 69 lots developed and 6 lots undeveloped.
- E. Water Infrastructure to be transferred from City to County.

Service Area Costs:

- A. Original Construction Cost: \$534,608.04.
- B. Book Value with depreciation (as of 2012): \$375,279.04.

Water Budget:

- A. Based on actual usage of the existing 69 developed lots, the 2011 water budget is 14.51 acre-feet.
- B. Based on the projected usage for the 6 undeveloped lots, the total build-out water budget is 15.53 acre-feet.

Turquoise Trail South

Service Area Description:

- A. Service area includes properties between I-25, NM599 and its projection to the east across NM14, with contour elevation 6400 feet representing the east area boundary. This service area includes existing developments such as Bisbee Court, Thornburg development and Longford Homes and is recorded in the records with the County Clerk at INSERT BOOK AND PAGE.
- B. Water Infrastructure is shown in As-built Construction Drawing Numbers 36/1997, 40/2005, 56/2005, 2/2006, 50/2006, 6/2007 and 29/2007.
- C. Water Infrastructure consists of approximately 1,500 linear feet of 4-inch, 6,245 linear feet of 6-inch, 13,377 linear feet of 8-inch and 10,3454 linear feet of 10-inch water mains with individual water meters for each customer connected to the public water system.
- D. There are 222 total approved lots with 168 lots developed and 54 lots undeveloped.
- E. Water Infrastructure to be transferred from City to County.

Service Area Costs:

- A. Original Construction Cost: \$1,264,372.00.
- B. Book Value with depreciation (as of 2012): \$1,205,451.00.

Water Budget:

- A. Based on actual usage of the existing 168 developed lots, the 2011 water budget is 33.2 acre-feet.

B. Based on the projected usage for the 54 undeveloped lots, the total build-out water budget is 41.3 acre-feet.

Santa Fe Community College

A. Service area includes the Santa Fe Community College campus generally located in Santa Fe County's Section 21, T16N R9E, on Richards Avenue and is recorded in the records with the County Clerk at **INSERT BOOK AND PAGE.**

B. Water Infrastructure is shown in As-built Construction Drawing Numbers 26/1987 and 48/1991.

C. Water Infrastructure consists of approximately 17 linear feet of 6-inch, 1,784 linear feet of 8-inch, 70 linear feet of 10-inch and 265 linear feet of 12-inch water mains with individual water meters for each building connected to the public water system.

D. The approved development plan has been completed.

E. Water Infrastructure to be transferred from City to County.

Service Area Costs:

A. Original Construction Cost: \$63,613.54.

B. Book Value with depreciation (as of 2012): \$33,902.93.

Water Budget:

A. Based on actual usage of the existing development the 2011 water budget is 37.45 acre-feet.

Las Campanas Estates I and II

Service Area Description:

A. Service area is generally described as Las Campanas Estates 1 and 2, generally located in Section 7, 8, 9, 16, 17 and 18 of Santa Fe County's Section 20 T17N, R9E, outside the service area of Las Campanas Cooperative recorded in the records with the County Clerk at **INSERT BOOK AND PAGE.**

B. Water Infrastructure is shown in As-built Construction Drawing Numbers 3/1992 and 3/1993.

C. Water Infrastructure consists of approximately 7,194 linear feet of 4-inch, 19,163 linear feet of 6-inch, 18,112 linear feet of 8-inch water mains with individual water meters for each customer connected to the public water system.

D. There are 520 total approved lots with 355 lots developed and 165 lots undeveloped.

E. Water Infrastructure to be transferred from City to County.

Service Area Costs:

A. Original Construction Cost: \$951,364.30.

B. Book Value with depreciation (as of 2012): \$532,122.50.

Water Budget:

A. Based on actual usage of the existing 355 developed lots, the 2011 water budget is 103.59 acre-feet.

B. Based on the projected usage for the 165 undeveloped lots, the total build-out water budget is 131.64 acre-feet.

Aldea de Santa Fe

Service Area Description:

A. Service area is generally located in Santa Fe County's Section 20 T17N, R9E as recorded in the records with the County Clerk at **INSERT BOOK AND PAGE.**

B. Water Infrastructure is shown in As-built Construction Drawing Numbers 16/2000, 49/2002, 34/2004, 20/2005, 59/2005, 6/2006, 7/2006, 8/2006, 9/2006 and 35/2006.

C. Water Infrastructure consists of approximately 3,513 linear feet of 4-inch, 856 linear feet of 6-inch, 21,253 linear feet of 8-inch and 2,012 linear feet of 10-inch water mains with individual water meters for each customer connected to the public water system.

D. There are 538 total approved lots with 373 lots developed and 165 lots undeveloped.

E. Water Infrastructure to be transferred from City to County.

Service Area Costs:

A. Original Construction Cost: \$1,255,173.

B. Book Value with depreciation (as of 2012): \$1,033,551.

Water Budget:

A. Based on actual usage of the existing 373 developed lots, the 2011 water budget is 42 acre-feet.

B. Based on the projected usage for the 165 undeveloped lots, the total build-out water budget is 70.05 acre-feet.

La Mirada

Service Area Description:

A. Service area is generally located in Santa Fe County's Section 20 T17N, R9E as recorded in the records with the County Clerk at INSERT BOOK AND PAGE.

B. Water Infrastructure is shown in As-built Construction Drawing Number 71/1999.

C. Water Infrastructure consists of approximately 219 linear feet of 4-inch and 5,569 linear feet of 8-inch water mains with individual water meters for each customer connected to the public water system.

D. There are 46 total approved lots with 26 lots developed and 20 lots undeveloped.

E. Water Infrastructure to be transferred from City to County.

Service Area Costs:

A. Original Construction Cost: \$126,821.78.

B. Book Value with depreciation (as of 2012): \$89,025.14.

Water Budget:

A. Based on actual usage of the existing 26 developed lots, the 2011 water budget is 4.5 acre-feet.

B. Based on the projected usage for the 20 undeveloped lots, the total build-out water budget is 7.9 acre-feet.

Tessera

Service Area Description:

A. Service area is generally located in Santa Fe County's Section 20 T17N, R9E as recorded in the records with the County Clerk at INSERT BOOK AND PAGE.

B. Water Infrastructure is shown in As-built Construction Drawing Number 74/2005.

C. Water Infrastructure consists of approximately 1,737 linear feet of 4-inch, 172 linear feet of 6-inch and 11,526 linear feet of 8-inch water mains with individual water meters for each customer connected to the public water system.

D. There are 88 total approved lots with 4 lots developed and 84 lots undeveloped.

E. Water Infrastructure to be transferred from City to County.

Service Area Costs:

- A. Original Construction Cost: \$368,456.41.
- B. Book Value with depreciation (as of 2012): \$325,348.83.

Water Budget:

- A. Based on actual usage of the existing 4 developed lots, the 2011 water budget is 0.68 acre-feet.
- B. Based on the projected usage for the 84 undeveloped lots, the total build-out water budget is 14.96 acre-feet.

La Mariposa

Service Area Description:

- A. Service area is generally located in Santa Fe County's Section 20 T17N, R9E as recorded in the records with the County Clerk at **INSERT BOOK AND PAGE**.
- B. Water Infrastructure is shown in As-built Construction Drawing Numbers 8/1988 and 1/1989.
- C. Water Infrastructure consists of approximately 783 linear feet of 4-inch, 2,335 linear feet of 6-inch and 11,590 linear feet of 8-inch water mains with individual water meters for each customer connected to the public water system.
- D. There are 73 total approved lots with 67 lots developed and 6 lots undeveloped.
- E. Water Infrastructure to be transferred from City to County.

Service Area Costs:

- A. Original Construction Cost: \$357,947.50.
- B. Book Value with depreciation (as of 2012): \$183,851.45.

Water Budget:

- A. Based on actual usage of the existing 73 developed lots, the 2011 water budget is 15.04 acre-feet.
- B. Based on the projected usage for the 6 undeveloped lots, the total build-out water budget is 16.06 acre-feet.

La Tierra

Service Area Description:

- A. Service area is generally located in Santa Fe County's Section 20 T17N, R9E as recorded in the records with the County Clerk at **INSERT BOOK AND PAGE**.
- B. Water Infrastructure is shown in As-built Construction Drawing Number 30/1981.
- C. Water Infrastructure consists of approximately 2,077 linear feet of 4-inch, 14,897 linear feet of 6-inch, 10,364 linear feet of 8-inch, 1,840 linear feet of 12-inch and 14,061 of 16" water mains with individual water meters for each customer connected to the public water system.
- D. There are 166 total approved lots with 118 lots developed and 48 lots undeveloped.
- E. Water Infrastructure to be transferred from City to County.

Service Area Costs:

- A. Original Construction Cost: \$1,559,470.30.
- B. Book Value with depreciation (as of 2012): \$578,079.51.

Water Budget:

- A. Based on actual usage of the existing 118 developed lots, the 2010 water budget is 15.49 acre-feet.

B. Based on the projected usage for the 48 undeveloped lots, the total build-out water budget is 23.65 acre-feet.

Santa Maria de La Paz and Santa Nino

Service Area Description:

A. Service area includes the Santa Maria de La Paz and Santa Nino campus generally located in Santa Fe County's Section 21, T16N R9E, on Richards Avenue and is recorded in the records with the County Clerk at INSERT BOOK AND PAGE.

B. Water Infrastructure is shown in As-built Construction Drawing Numbers 16/1993, 2/2002 and 48/2005.

C. Water Infrastructure consists of approximately 15 linear feet of 4-inch, 75 linear feet of 6-inch, 430 linear feet of 8-inch and 768 linear feet of 10-inch water mains with individual water meters for each building connected to the public water system.

D. The approved development plan has been completed.

E. Water Infrastructure to be transferred from City to County.

Service Area Costs:

A. Original Construction Cost: \$76,909.43.

B. Book Value with depreciation (as of 2012): \$54,416.89.

Water Budget:

A. Based on actual usage of the existing development the 2010 water budget is 3.88 acre-feet.



AMENDMENT NO. 1 TO THE ANNEXATION PHASING AGREEMENT
BETWEEN THE
CITY OF SANTA FE AND SANTA FE COUNTY

This Amendment No. 1 to the Annexation Phasing Agreement is entered by and between the Governing Body of the City of Santa Fe, New Mexico, a home-rule municipality organized under the Laws of the State of New Mexico (hereinafter referred to as “the City”), and the Board of County Commissioners of Santa Fe County, a political subdivision of the State of New Mexico (hereinafter referred to as “the County”).

WHEREAS, the City and County entered into the Settlement Agreement and Mutual Release of Claims dated May 19, 2008 (the “Settlement Agreement”);

WHEREAS, the Settlement Agreement provided for annexation over a five year period of seventeen areas of land, and the timing of the annexation over the five year period was to be established by subsequent agreement of the parties;

WHEREAS, the Parties entered into the Annexation Phasing Agreement (“the Phasing Agreement”) in February of 2009 to establish the timing of annexation;

WHEREAS, since May 2008, the parties hereto have accomplished many items necessary for satisfaction of the Settlement Agreement, but several important items remain, including two additional phases of annexation;

WHEREAS, contemporaneous with this amendment, the parties have approved and executed agreements implementing the water/wastewater items in the Settlement Agreement, including a law enforcement agreement, an agreement concerning fire and emergency services, and an agreement concerning roads within the Areas to be Annexed;

WHEREAS, the process of annexation has taken longer than anticipated, and additional time will be required to complete the items described; and

WHEREAS, the parties therefore desire to set forth herein new target dates for the completion of the various remaining tasks specified in the Settlement Agreement and amend the Phasing Agreement accordingly, and also to provide for release, satisfaction and waiver of items that the parties have agreed should be handled differently than as provided in the Settlement Agreement and the Phasing Agreement.

NOW, THEREFORE, THE PARTIES HERETO AGREE that the Phasing Agreement shall be and hereby is amended as set forth below:

1. Paragraph 3 of the Phasing Agreement shall be deleted in its entirety and replaced with the following paragraph:

"3. PHASE TWO OF ANNEXATION. The City will file a petition or petitions for annexation of Areas, 2, 4, 5, 7, 12, the NM 599 right-of-way between I-25 to the city limits east of Camino La Tierra, and Area 1 between the north right-of-way boundary of West Alameda Street south to the existing City limits, no later than January 1, 2014."

2. Paragraph 4 of the Phasing Agreement shall be deleted in its entirety and replaced with the following paragraph:

"4. PHASE THREE OF ANNEXATION. Except for that portion of Area 1 described in the previous paragraph, annexation of Areas 1, North of Alameda, shall be completed within five years of the execution of this Amendment to the Phasing Agreement. The parties agree that the City shall not Annex area 18."

3. This Amendment No. 1 to the Phasing Agreement shall become effective as of the date of the last signature below.

4. In consideration of additional consideration, including the contemporaneously-signed agreements concerning water, wastewater and solid waste, law enforcement, and fire and emergency services, certain items in the Settlement Agreement will not be performed and those obligations are hereby released, satisfied and waived by the parties hereto. The provisions that are released, satisfied and waived pursuant to this amendment are: (i) the requirement stated in paragraph 2(h) of the Settlement Agreement to annex within Area 1 north of the northern right-of-way boundary to West Alameda (annexation of this area will be completed within five years of execution of the Amendment No. 1 to the Phasing Agreement; (ii) the requirement stated in paragraph 2(h) of the Settlement Agreement to annex Area 18 [(this area will not be annexed)]]; (iii) the requirement stated in paragraph 2(o) of the Settlement Agreement that provides for reimbursement for the actual value of water and wastewater infrastructure transferred by either party to the other; (iv) the requirement stated in paragraph 2(r) of the Settlement Agreement that provides the County will maintain the present level of law enforcement in the Agua Fria Road and Airport Road vicinity for three years after annexation and that the City will immediately match that level and replace County law enforcement within three years, which requirements are handled differently in the contemporaneously-executed law enforcement agreement; and (v) the obligations to annex by dates certain set forth in paragraphs 3 and 4 of the Phasing Agreement. The additional consideration for the release, satisfaction and waiver stated herein includes, but is not limited to, additional work on roads to increase the quality of roads transferred during annexation; additional law enforcement services beyond that which was agreed upon in the Settlement Agreement, additional fire services beyond that which was agreed upon in the Settlement Agreement, forbearance from annexation of Area 1 north of West Alameda and Area 18

for a period of up to five years following execution of this Amendment to Phasing Agreement, and additional consideration in the form of advance provision of solid waste services in the Areas to Be Annexed prior to annexation.

5. Terms and phrases in this amendment and in the underlying Phasing Agreement shall have the same meaning as terms in the Settlement Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of
the date of last signature below.

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

By: _____
Kathleen Holian, Chair Date

ATTEST:

Geraldine Salazar, County Clerk Date

APPROVED AS TO FORM:

Stephen C. Ross, County Attorney Date

THE GOVERNING BODY OF THE CITY OF SANTA FE

By: _____
David Coss, Mayor

Date

ATTEST:

Yolanda Y. Vigil, City Clerk

Date

Approved as to form:

Geno Zamora, City Attorney

Date

Dr. Melville L. Morgan, Finance Director

Date



**AMENDMENT NO. 1 TO THE WATER RESOURCES AGREEMENT
BETWEEN THE CITY OF SANTA FE AND SANTA FE COUNTY**

This Amendment No. 1 to the "Water Resources Agreement between the City of Santa Fe and Santa Fe County" is entered into by the parties to that agreement, the City of Santa Fe, a municipal corporation organized and existing under the Laws of the State of New Mexico (hereinafter referred to as "the City") and Santa Fe County, a political subdivision of the State of New Mexico (hereinafter referred to as "the County"), this ____ day of March, 2013.

Recitals

Whereas, the City and County entered into the "Water Resources Agreement between the City of Santa Fe and Santa Fe County" on January 11, 2005;

Whereas, since the Agreement was entered into, difficulty has arisen concerning paragraph 11 of the Agreement, which provides for points of delivery for water delivered from the Buckman Direct Diversion Project through the utility system of each party to the other party;

Whereas, this difficulty has not only created technical issues for the parties, but also contributed to difficulties implementing the Settlement Agreement and Mutual Release of Claims concerning the annexation issue;

Whereas, the parties hereto desire to revise paragraph 11 of the Agreement to eliminate these sources of friction and provide a smooth administrative and technical process for implementation of additional points of delivery pursuant Paragraph 11 of the Agreement, and to document herein their agreements and covenants in this regard.

Agreement

It is covenanted and agreed by and between the parties hereto that paragraph 11 ("Points of Delivery") of the "Water Resources Agreement between the City of Santa Fe and Santa Fe County" shall be and hereby is amended, as follows (with the underlined material signifying new material):

"11. Points of Delivery.

"A. The Wholesale Water Delivery shall be delivered to the County Independent Water System at any one (1) or all three (3) points of delivery currently serving the County Independent Water System. Additional points of delivery may be requested by the County with the consent of the City, which consent shall not be unreasonably withheld.

"B. Requests for new points of delivery pursuant to the previous

paragraph shall be granted administratively so long as the proposed point of delivery is technically capable to meet the anticipate demand. If a proposed point of delivery is unable to supply the anticipated demand, the party proposing the meter shall be responsible to provide all necessary infrastructure to permit deliveries or the request may be denied. Deliveries through a point of delivery may be subject to wheeling charges, so long as the wheeling charges are supported by a cost of service study.

“C. Deliveries pursuant to this paragraph 11 shall be accounted for as deliveries to that party from that party’s capacity at the Buckman Direct Diversion, or, in the case of the County requesting deliveries through the City system, as wholesale water pursuant to paragraph 2 of this Agreement or as backup water pursuant to paragraph 7 of this Agreement.

“D. No further document or agreement shall be required to establish a new point of delivery pursuant to the Water Resources Agreement, but both parties shall keep clear and complete records of such transactions. Because deliveries pursuant to this paragraph 11 are of water that is contracted through this Agreement, deliveries through a new master meter shall not be subject to impact fees imposed by either party or to the other party’s affordable housing rules.

“E. The provisions of this paragraph 11 shall not apply to the County’s contract with the Club at Las Campanas as documented in the “Raw Water Supply Agreement.”

IN WITNESS WHEREOF, the City of Santa Fe and Santa Fe County have caused this amendment to the “Water Resources Agreement between the City of Santa Fe and Santa Fe County” to be executed and delivered by their duly authorized representatives.

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

By _____
Kathleen S. Holian, Chair

Date

ATTEST:

Geraldine Salazar, Santa Fe County Clerk

APPROVED AS TO FORM:

Stephen C. Ross
Santa Fe County Attorney

Date

CITY OF SANTA FE:

David Coss, Mayor
City Manager

Date

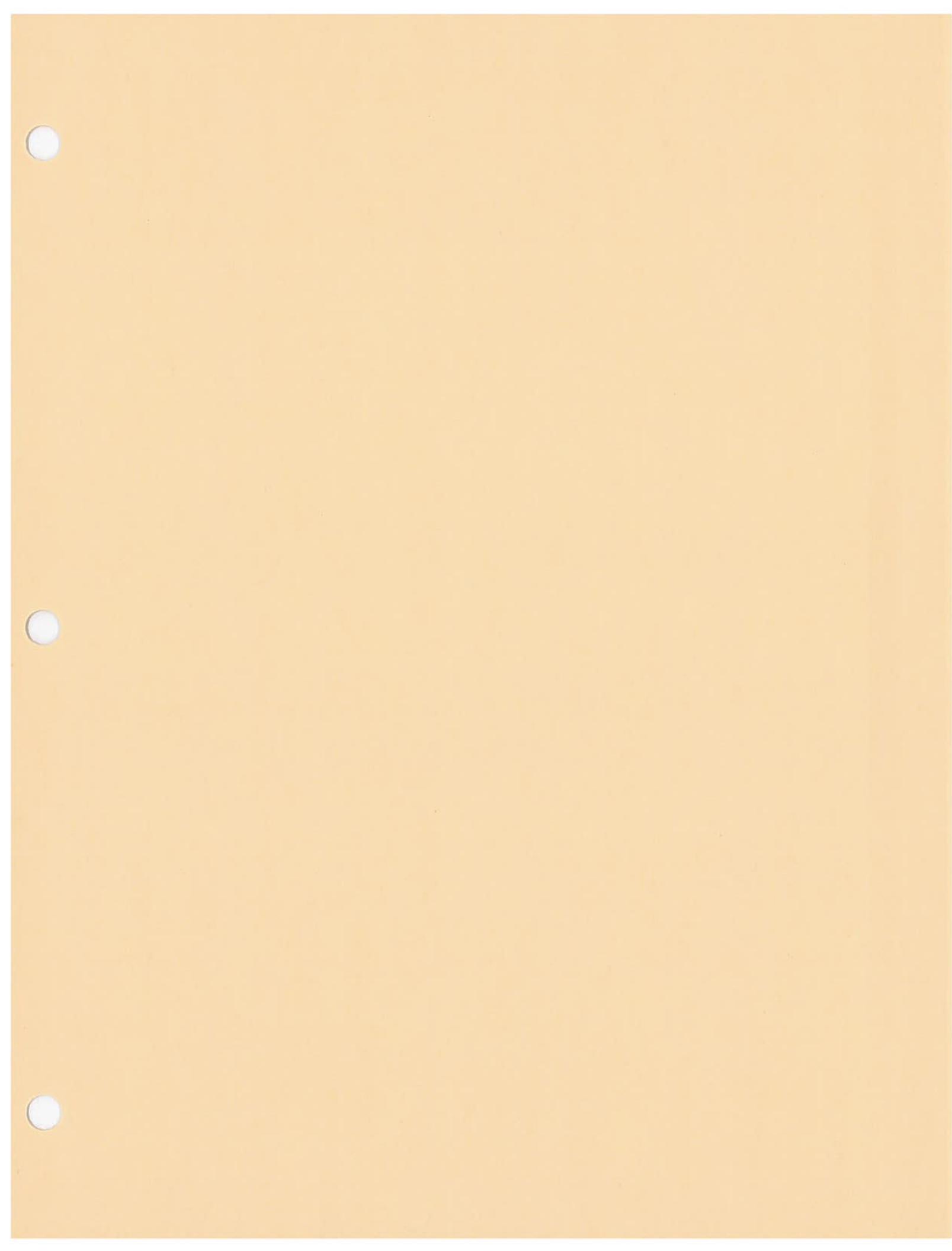
APPROVED AS TO FORM:

Geno Zamora,
Santa Fe City Attorney

Date

APPROVED:

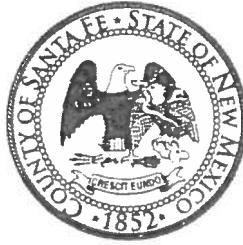
Dr. Melvin Morgan
City of Santa Fe Finance Director



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: April 15, 2013

TO: Board of County Commissioners
RM for

FROM: Adam Leigland, Public Works Director

VIA: Katherine Miller, County Manager *KM 4.22.13*

ITEM AND ISSUE: BCC Meeting April 30, 2013

REQUEST AUTHORIZATION TO PUBLISH TITLE AND GENERAL SUMMARY
AMENDING THE SOLID WASTE ORDINANCE 2010-5 FOR THE PURPOSE OF
CREATING MANDATORY CURBSIDE AND ROADSIDE SOLID WASTE
COLLECTION DISTRICTS AND ESTABLISHING THE PROCEDURES FOR
CURBSIDE AND ROADSIDE SOLID WASTE COLLECTION. (PUBLIC
WORKS/ADAM LEIGLAND)

BACKGROUND AND SUMMARY:

The Public Works Department is requesting that the solid waste ordinance 2010-5, be amended to create mandatory curbside and roadside solid waste collection districts within certain areas of the County. As committed through the annexation agreement, between the County and the City of Santa Fe, the County would adopt an ordinance mandating curbside and roadside collection within the proposed annexation areas.

ACTION REQUESTED:

The Public Works Department requests authorization to publish title and general summary amending the solid waste ordinance 2010-5, for the purpose of creating mandatory curbside and roadside solid waste collection districts and establishing the procedures for curbside and roadside solid waste collection.

ORDINANCE 2013-__

AN ORDINANCE AMENDING THE SOLID WASTE ORDINANCE 2010-5
FOR THE PURPOSE OF CREATING MANDATORY CURBSIDE AND ROADSIDE SOLID WASTE
COLLECTION DISTRICTS AND ESTABLISHING THE PROCEDURES FOR CURBSIDE AND
ROADSIDE SOLID WASTE COLLECTION

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SANTA FE COUNTY
THAT ORDINANCE 2010-5 IS AMENDED AS FOLLOWS:

1. **Section 2, "Purpose"** is hereby replaced with the following:

The purpose of this Ordinance is to:

- A. Establish a system of storage, collection, and disposal of all refuse generated in the County;
- B. Establish a schedule of fees for a storage, collection and disposal system as well as penalties for the violation of this Ordinance;
- C. Provide for the safety, preserve the health, promote the prosperity and improve the morals, order, comfort and convenience of the County and its residents; and
- D. Create mandatory roadside solid waste collection districts and to establish the procedures for curbside and roadside solid waste collection.

2. **Section 5, "Administration"** is hereby amended by:

A. Replacing subsections (D) and (E) with the following:

(D) The County Manager shall recommend fees to the Board of County Commissioners. Fees other than those provided for in this Ordinance or increased fees shall be adopted by amending this Ordinance. The County Manager shall establish policies and procedures for billing and collection of service fees.

(E) The County Manager shall have the authority to delay or refuse the use of transfer station services and collection services for failure to comply with this Ordinance or the rules and regulations promulgated pursuant to it. The County Manager may take legal action to collect fees owed Santa Fe County pursuant to this Ordinance.

B. Adding the following:

(K) The County Manager shall establish grievance policies and procedures.

3. **Section 6, "Solid Waste Collection Authorization"** is hereby replaced with the following:

(A) Authority to Collect, Transport and Dispose of Solid Waste. Except as otherwise provided herein, all Solid Waste accumulated in areas indicated on Exhibit A shall be collected, conveyed, and disposed of by the County or any of its authorized contractors in accordance with this Ordinance and

state and federal regulations to the extent authorized by law. The exclusive authority of the County to collect, convey and dispose of Solid Waste does not extend to nonresidential recyclables, dead animals, construction and demolition debris, hazardous waste and other such materials which the County is prohibited by law from collecting or disposing. The mandatory collection shall go into effect as indicated by the Board of County Commissioners when it establishes the fees for that service. No person shall collect, convey on any of the streets or alleys of the County, or dispose of any solid waste accumulated in the County, except as herein provided. The County Manager shall have the authority to establish procedures concerning the days of collections, type and location of collection, conveyance and disposal as necessary and to change and revoke same. Except as otherwise provided herein, all Solid Waste accumulated in the County outside of the areas indicated on Exhibit A, shall be collected and conveyed to an approved disposal site by the Solid Waste generator, authorized Commercial Solid Waste Contractor or Commercial Solid Waste Hauler in accordance with this Ordinance and State and Federal regulations. Approved disposal sites include Caja del Rio land facility, County Transfer Stations or other NMED Solid Waste Facilities.

(B) **Handling of Solid Waste By Others.** Subsection (A) of this Section shall not prohibit the actual producers of solid waste or the owners of premises upon which solid waste has accumulated from personally collecting, conveying and disposing of such solid waste. The producers or owners shall comply with the provisions herein, and with any other applicable law or ordinances which regulate the disposal of solid waste, and shall pay all applicable collection fees, whether the solid waste collection service is utilized or not.

(C) **Interference with Collection.** It shall be unlawful for any person to interfere with County employees or authorized County contracted collection service employees, while in the performance of their duties, as authorized by this Ordinance and any applicable regulations.

4. **Section 7, "Solid Waste Preparation Requirements"** shall be amended to read "**Section 7(A), Preparation Requirements for Solid Waste Not Collected Curbside or Roadside**".

5. The following Section shall be inserted immediately following Section 7(A):

Section 7(B), Preparation Requirements for Solid Waste Collected Curbside or Roadside

(A) **Separation of Solid Waste.** Garbage, ashes, recyclable materials, and other materials as directed, shall each be placed and maintained in separate containers.

(B) **Preparation of Solid Waste.** All garbage shall be free of liquids before being placed in garbage containers for collection.

(C) **Duty to Maintain Containers in Sanitary Condition.** Solid waste containers shall be maintained in good condition. Any container that does not conform to the provisions of this Ordinance shall be promptly replaced or collection may be denied. The County shall not be responsible for damage to enclosures or containers that are not designed or constructed in accordance with standards adopted by the County Manager or any contractor responsible for solid waste collection on behalf of the County. Service may be suspended if enclosures or containers are in a state of disrepair which may cause unsafe conditions for the individuals collecting the solid waste.

(D) **Collection of Ashes and Hot Waste.** For at least 24 hours prior to the scheduled time of collection, ashes shall be cold. Cold ashes may then be placed at the collection point at the specified time and in appropriate containers so as not to ignite or smolder.

(E) Commercial Solid Waste Containers.

(1) Commercial establishments, multiple-family dwellings and multiple single-family residential units utilizing a single container shall be required to furnish appropriate containers.

(2) No person shall deposit ashes, hot waste or other materials susceptible to spontaneous ignition into any combustible container, or place the same within ten feet of any combustible materials, except containment in metal or other noncombustible containers. Placement of containers shall comply with the New Mexico Fire Code or other applicable codes.

(F) Residential Solid Waste Containers.

(1) Solid Waste shall be enclosed in commercially available plastic bags or containers for residential collection. The containers must conform to contractor collection specifications, or to specifications promulgated by the County Manager. All containers must be tightly secured so as to prevent solid waste from being scattered, blown or spilled. Sharp or extremely heavy materials will be placed in disposable containers other than plastic bags. Tree trimmings and similar solid waste suitable for bundling will be tied in bundles not to exceed 4 feet in length, 2 feet in diameter and 40 pounds in weight. Plastic bags shall be of sufficient strength so as not to tear with normal handling at maximum capacity. Recyclables shall be separated from other Solid Waste. Bags shall not exceed 50 Pounds. Containers shall not exceed 200 pounds. Broken glass, cactus plants and other sharp objects shall be picked up only if placed in separate non-plastic bags or containers and labeled accordingly. Needles shall be placed in a puncture proof container with a screw top lid. Tree limbs and plant cuttings shall be tied in bundles no longer than 4 feet and shall not exceed 40 pounds.

(2) Residents shall keep all Solid Waste within private property away from public view until such time as it is placed curbside or roadside for pickup. Residential Solid Waste in bags shall only be placed curbside or roadside for collection between 6:00 a.m. and 8:00 a.m. on the day of scheduled pick up, and if in a container, shall be placed out for collection no later than 8:00 a.m. on the regularly scheduled day but no sooner than 5:00 p.m. the evening prior to collection.

(3) Residential Solid Waste, when served by curbside or roadside collection, shall be placed as close to the curb or roadway as possible and in a location clear from vehicular traffic, and shall not prohibit pedestrian movement. Solid waste shall be clearly visible and accessible for collection, and free from any obstructions (including but not limited to trees, shrubbery, walls, fences, and vehicles). Containers must be a minimum of 3 feet from any other object, including refuse bags, so that collection equipment does not get damaged and collection employees do not get injured. The County Manager shall have the authority to designate the Solid Waste collection sites. Failure to ensure accessibility to the containers may result in collection being discontinued until such time as accessibility issues are addressed by the resident.

(4) Residents who fail to comply with these requirements shall be responsible for storing their Solid Waste until their next regular collection day, or disposing of it at an approved disposal facility.

(5) Bags of Solid Waste shall be securely tied to avoid spillage. Cleaning of any spillage that occurs, even within public right-of-way, as a result of improperly bagged or secured solid waste or due to entry by animals shall be the responsibility of the resident.

(G) **Prohibited Materials.** Residents are prohibited from placing for collection at the curbside or roadside: solid waste listed as special waste by the New Mexico Solid Waste Management Regulations (20 NMAC 9.1 700-711); items that can cause operational problems or damage to equipment; items that pose health risks to workers or adverse impacts on the environment; furniture; mattresses; large tree limbs; tires; engine parts; large household appliances; unbundled trees or other large items.

(H) Modified curbside and roadside collection shall be available for residents with disabilities, including entry onto the property or into residential units to remove containers of Solid Waste from porches, portals and garages. Residents with disabilities which restrict the resident's ability to place solid waste at the curbside or roadside are eligible for modified service. Procedures for obtaining modified service shall be established by the County Manager.

6. **Section 8, "Ownership of Solid Waste"** is amended by replacing the term "Commercial Solid Waste Hauler or Commercial Solid Waste Contractor" with "licensed private contractor".

7. **Section 9, "Collection of Solid Waste"**, is amended to add the following provisions:

"(B) **Mandatory Collection Services.**

(1) The Board of County Commissioners shall designate service areas of the County for phased-in service by mandatory Solid Waste collection services, including collection of recyclables. The services may include curbside and roadside collection, area Solid Waste collection or other types of collection procedures deemed appropriate for the area by the County Manager for residential collection.

(C) **Frequency of Solid Waste Collection.**

(1) **Residential Solid Waste Collection.** Solid waste accumulated by residences shall be collected at such times and frequency as deemed necessary by the County.

(2) **Commercial Solid Waste Collection.** Hotels, restaurants, other establishments and businesses, institutions, multiple-unit dwellings and multiple single-family dwellings receiving commercial Solid Waste collection service, as deemed necessary may enter into an agreement for greater frequency of collection.

a. The County may require more frequent collections be made where necessary to protect the public health.

b. All commercial Solid Waste containers are to be accessible between the hours of 4:00 a.m. and 8:00 p.m.

(3) No Solid Waste collection vehicles shall collect Solid Waste within 200 feet of a school site within one-half hour of school opening or closing for the day.

(D) **Limitations on Quantity.**

(1) **Residential Solid Waste Collection.** In areas designated for mandatory curbside or roadside collection services, the County shall collect the solid waste of each residence during a collection period for the standard charge.

(2) Commercial Solid Waste Collection. Any excess Solid Waste accumulation that is not contained in a container is prohibited. The Solid Waste must not exceed the container capacity and the Solid Waste container lid must be closed at all times except when disposal is occurring. Any excessive accumulation as determined by the County Manager may require a special collection at an additional fee.

(E) Special and Hazardous Waste.

(1) Infectious Waste. Infectious waste, including wearing apparel, bedding, Solid Waste or other infectious or contagious material from homes, hospitals nursing homes, or other places where highly infectious or contagious diseases have prevailed, shall not be placed in containers for regular collection. The producers of such solid waste shall immediately notify the County Manager who shall provide technical assistance on proper collection and disposal of such material, at the expense of the owner or resident possessor thereof.

(2) Hazardous Waste. Hazardous waste shall not be collected, transported, or disposed of unless in full compliance with local, state and federal regulations regarding transportation and disposal. Hazardous waste material shall not be placed in containers for regular collection and disposal. The producers or possessors of such material shall immediately notify the County Manager who shall provide technical assistance on the proper collection and disposal of such material at the expense of the resident, owner or possessor thereof. The County further reserves the right to prohibit the disposal of hazardous waste within the unincorporated areas of Santa Fe County.

(F) Collection by Commercial Producers.

(1) Requirements for Vehicles. The commercial producers of Solid Waste, the owners of premises upon which such solid waste is accumulated, licensed transporters of Solid Waste, or persons who desire to dispose of waste material which is not included in the definition of Solid Waste, shall do so only in compliance with the provisions of this Ordinance. Such collection shall be accomplished through the use of a vehicle with a tightly secured cover. Such vehicles shall be operated to prevent offensive odors and Solid Waste from being blown, dropped, leaked or spilled.

(2) Disposal. Disposal of solid waste by persons so permitted shall be made at a solid waste facility site. If disposal of solid waste occurs in Santa Fe County, compliance with Santa Fe County land use ordinances and regulations, Santa Fe Solid Waste Management Authority regulations and policies, and other local land use policies shall occur. Santa Fe County may continue to own and operate convenience centers, also known as Transfer Stations, for the collection of Solid Waste. Such facilities shall be regulated by separate provisions adopted and revised from time to time by the Board of County Commissioners.

(3) Rules and Regulations. The County Manager shall develop rules and regulations concerning individual collection or disposal for approval by the Board of County Commissioners.

(4) Applicable Fees. Nothing herein shall be construed to exempt such resident, producers or owners from the fees required within mandatory service areas.

(G) Change Between Residential and Commercial Collection Service.

The County Manager shall establish guidelines for determining and allowing a change between residential and commercial Solid Waste collection service as part of the rules and regulations to be developed pursuant to this Ordinance. The guidelines shall be approved by the Board of County Commissioners.

8. **Section 13, "Service Fees"** shall be amended to **Section 13(A), "Service Fees for Use of Transfer Stations"**.

9. The following Section shall be inserted immediately following Section 13(A):

Section 13(B), Service Fees for Mandatory service areas.

(A) Service fees for collection of Solid Waste in designated mandatory service areas shall be established and periodically updated by amendment to this Ordinance. When curbside and roadside pickup is performed by the City of Santa Fe, the fees for collection shall be those charged to the same class of customer within the City of Santa Fe, including applicable administrative fees. The resident or property owner shall be responsible for payment of fees for collection services within designated mandatory service areas. Reasonable deposits may be required of any customer when the County deems it appropriate.

(B) The Board of County Commissioners authorizes any contracted waste collection provider to bill and collect service fees if such billing is provided for in the contract for waste collection services between the County and the waste collection provider.

(C) The Board of County Commissioners may establish a low income reduced fee in designated mandatory service areas. Qualified persons must have an annualized gross income that is no greater than 80 percent of the area median family income for the County as determined from time to time by the U.S. Department of Housing and Urban Development

(D) Commercial service fees. Hotels, restaurants, other establishments and businesses, institutions, and multiple-unit dwellings and multiple single-family dwellings receiving commercial Solid Waste collection service in a designated service area shall pay service fees based on the type and frequency of service and the volume of the Solid Waste container.

(E) Starting and stopping service; credit. All premises included in designated mandatory collection areas shall be charged solid waste collection fees except as provided herein:

(1) Previously unoccupied residences. New homes will begin receiving billing for services upon issuance of a certificate of occupancy. It shall be the duty of the builder, contractor, or agent to notify the County in writing at the time of the sale.

(2) Vacant residential premises. Residential premises which become vacant shall continue to receive charges unless said unoccupied premises meet all the following conditions:

- a. Premises are unoccupied for a period of 60 consecutive days or more;
- b. Premises is receiving residential (and not commercial) collection services;
- c. The customer's premises are vacant of all occupants for the entire period of suspension;
- d. A written request for service suspension is received by the County ten days prior

to the beginning of suspension. The request shall include date of departure and expected return date.

- i. Written request should be mailed to the County as provided by the rules and regulations established by the County Manager.
- ii. Telephone requests will not be honored.
- iii. If Solid Waste is found at the premises during temporary suspension of service and it is determined said Solid Waste was generated by lawful occupants of the premises, the resident or customer may be billed in arrears for the entire suspension period. All charges are on a full month basis and shall not be prorated.

(3) Vacant commercial premises. Commercial premises located in a designated mandatory collection area, which become vacant, shall continue to receive charges until proper written application to stop charges is approved by the County. The owner, tenant, lessee, manager, or occupant shall make such written application to the County Solid Waste Management Program.

(4) Credit or back charge adjustments may be made retroactive; however, such adjustments shall not exceed a period of 4 years.

(5) Any false statement made within any application or request pursuant to this article constitutes a violation of this Ordinance.

(F) Payment. All charges for Solid Waste collection services within mandatory collection areas shall be payable to Santa Fe County and will become delinquent 15 days following the date stated on the customer's utility statement.

(G) Penalty. A penalty of 18 percent per annum may be imposed on all delinquent accounts and assessed on a monthly or quarterly basis.

(H) Responsibility of payments, liens and deposits.

(1) The charges provided for herein are the personal responsibility of the owner of the property served.

(2) The County may file a lien on such property for such unpaid charges including any interest or penalties accruing on same.

(3) In the event the property is sold, the original owner shall notify the County as provided herein, the date of the transfer of title and the name and address of the new owner.

(4) Reasonable deposits may be required of any customer when the County Manager deems it appropriate.

(I) Legal remedy. The County shall have a right to proceed for collection of such unpaid charges in any manner allowed by law.

**PASSED, APPROVED, and ADOPTED this ____ day of _____, 2013, by the
Board of County Commissioners of Santa Fe County.**

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

By: _____
Kathy Holian, Chair

ATTEST:

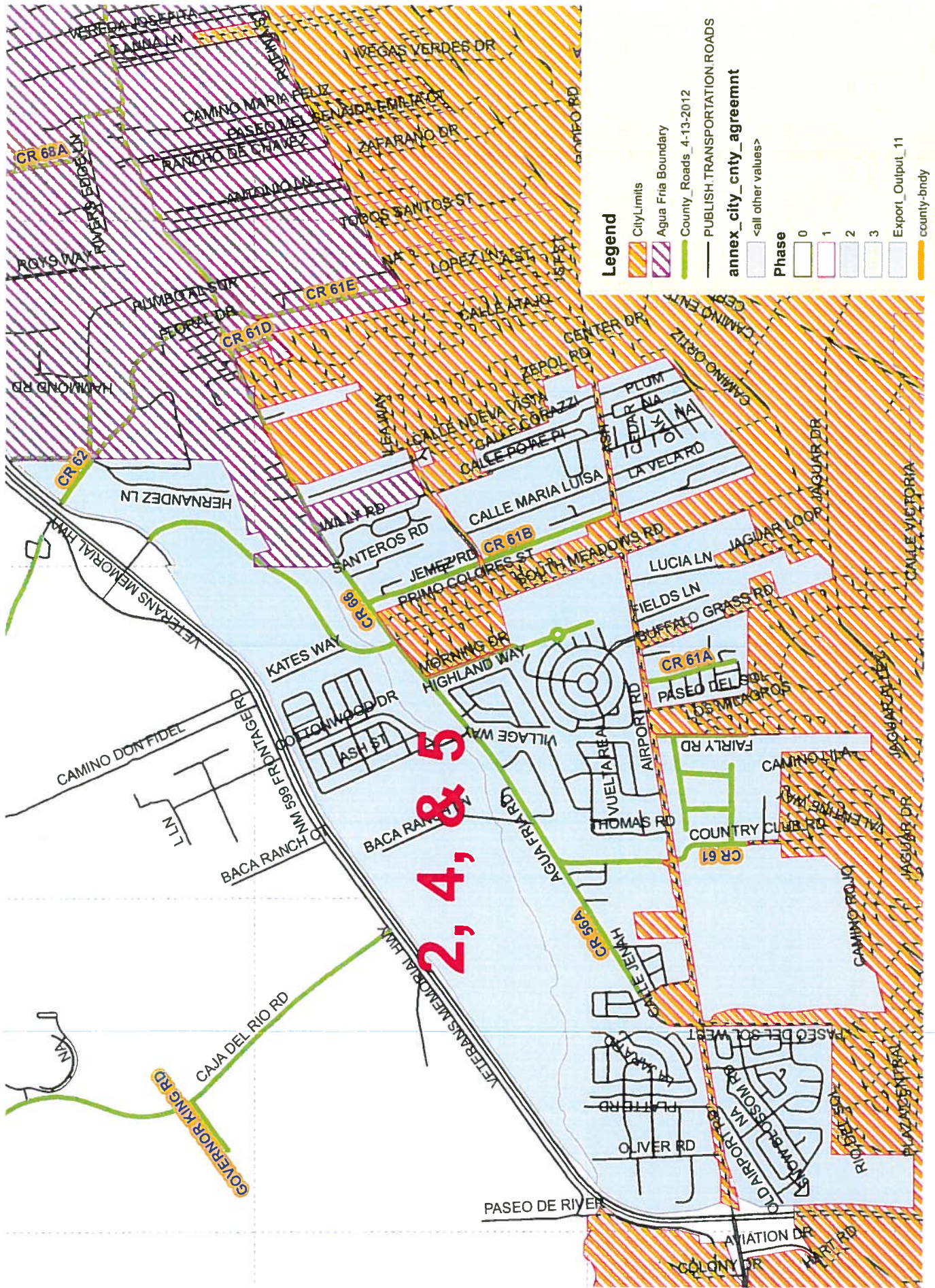
Geraldine Salazar, Santa Fe County Clerk

APPROVED AS TO FORM:

Stephen C. Ross, County Attorney







2, 4, 8



county-bndy

Exhibit A

<i>ROUTE NAME</i>	<i>ROUTE NUMBER</i>
Ash	
Ash St	
Aspen Lp	
Avenger Way	
Avenida Christina	
Avenida De Lemonia	
Avenida Juliana	
Avenida Sonrisa	
Baca Ln	
Baca Ranch Ln	
Barton Rd	
Beech	
Bella Dr	
Berch	
Birch St	
Brazos River Rd	
Buffalo Grass Rd	
Calle belinda	
Calle Chuparosa	
Calle Cisco	
Calle Corazon	
Calle Corazzi	
Calle Daniel	
Calle Inez	
Calle Jenah	
Calle Dryshana	
Calle Larranaga	
Calle Lazo Errante	
Calle Lema	
Calle Maes	
Calle Maria Luisa	
Calle Norte	
Calle Nueva Vista	
Calle Pico	
Calle Po Ae Pi	
Calle Prado	
Calle Tangara	
Calle Unidad	
Calle Vencejo	
Calle Zanate	
Caminito Quintana	
Camino Cementerio	
Camino Charro	
Camino De Vaca	
Camino De Viento	
Camino Hinojo	
Camino Juliana	
Camino Tierra Real	
Camino Vista Verde	

PROPOSED CITY ANNEXATIONS PHASE II

ROUTE NAME	ROUTE NUMBER
<i>Country Club Estates</i>	
Fairly Road	
Calle de Vencejo	
Calle Zanate	
Calle Chupa Rosa	
Calle Tangara	
<i>Jimenez Subdivision</i>	
Morning Drive	
Morning Street	
Morning Lane	
<i>Town and Country Subdivision</i>	
Camino Jalisco	
Calle VeraCruz	
Durango Drive	
<i>Rancho de la Luna Subdivision</i>	
Florence Road	
Barton	
Prince Road	
<i>Remuda Ridge Subdivision</i>	
North Chapparral	
Reata Road	
Chalan Road	
Camino Charro	
Calle Prado	
South Chapparral	
Chalan Way	
<i>Other Roads</i>	
Mutt Nelson Road	48G
Mutt Nelson Road	46G
Country Club Road	61
	61A
Jemez Road	61B
Camino de los Lopez	61E
Caja del Oro Grant	62
Mimbres Ln	64A
Rodeo Ln	64B
Agua Fria & San Felipe	66
Agua Fria Street	56A
<i>Other Roads Continued</i>	
Academy Rd	
Arapaho Rd	
Arrowhead Ct	

Exhibit A

<i>ROUTE NAME</i>	<i>ROUTE NUMBER</i>
Cedar	
Charley Bendley Dr	
Cheyenne Cir	
Cole Ct	
Commerce Pl	
Constellation Dr	
Corte Ct	
Cottonwood Dr	
Country Club Carden	
Country Club Rd	
Coyote Ln	
Cree Cir	
Cree Ct	
Crouch Ct	
Cuatro Vientos	
Cypress St	
Dail Cir	
Dominquez Ln	
Dos Hermanos	
E Gateway Dr	
E Prince Rd	
Elk Horn Rd	
Elm St	
Fair Way	
Fairly Rd	
Fields Ln	
Geo Ln	
Gooney Bird Way	
Green Way	
Gunnison Rd	
Hernandez Ln	
Hickory St	
Highland Way	
Jaguar Lp	
Jaramillo Ln	
Jon Kim Ln	
Kachina Lp	
Kates Way	
KSK Ln	
La Carrera	
La Jara Rd	
La Vela Rd	
Las Cuatro milpas	
Laurens Ln	
Locust St	
Lucia Ln	
Luna De Miel	
Luna Y Sol	
Madison Rd	
Mallard Way	

Exhibit A

<i>ROUTE NAME</i>	<i>ROUTE NUMBER</i>
Maple	
Maple St	
Mora Ln	
Muscat Dr	
My Way	
N Platte Rd	
New Mexican Plaza	
Nicholas Pl	
Nova Rd	
Oak	
Old Airport Rd	
Olive	
Olive St	
Oliver Rd	
Painted Pony Cir	
Panda Ln	
Paseo De La Reina	
Paseo De Margarita	
Paseo Del Rey	
Paseo Del Sol	
Paseo Feliz	
Peach	
Pine	
Placita Real Lp	
Placita Verdad	
Platte Rd	
Plaza La Prensa	
Plum	
Poplar St	
Prairie Dog Lp	
Raven Ridge Dr	
Rayon Dr	
Rays Corner	
Redwood St	
Ridgeline Dr	
Riverside Lp	
Roadrunner Ct	
Roadrunner Ln	
Rosewood St	
Sagebrush Rd	
Sandy Creek Rd	
Santa Fe Rd	
Santeros Rd	
Saratoga In	
Scott Pl	
Senda Corvo	
Senda Corvo Ct	
Sin Pena Park	
Snow Blossom Rd	
South Meadows Road	

Exhibit A

<i>ROUTE NAME</i>	<i>ROUTE NUMBER</i>
Sundance St	
Sunchine Way	
Sycamore Lp	
Tobasco Ln	
Thomas Ct	
Thomas Rd	
Vereda De Valencia	
Vicente Leyba	
Village Way	
Vista Del Norte	
Vuelta Real	
Vuelta Ventura	
W Gateway Dr	
W Prince Rd	
Walnut St	
Willy Rd	
Wolfcreek Rd	
Yucatan	



