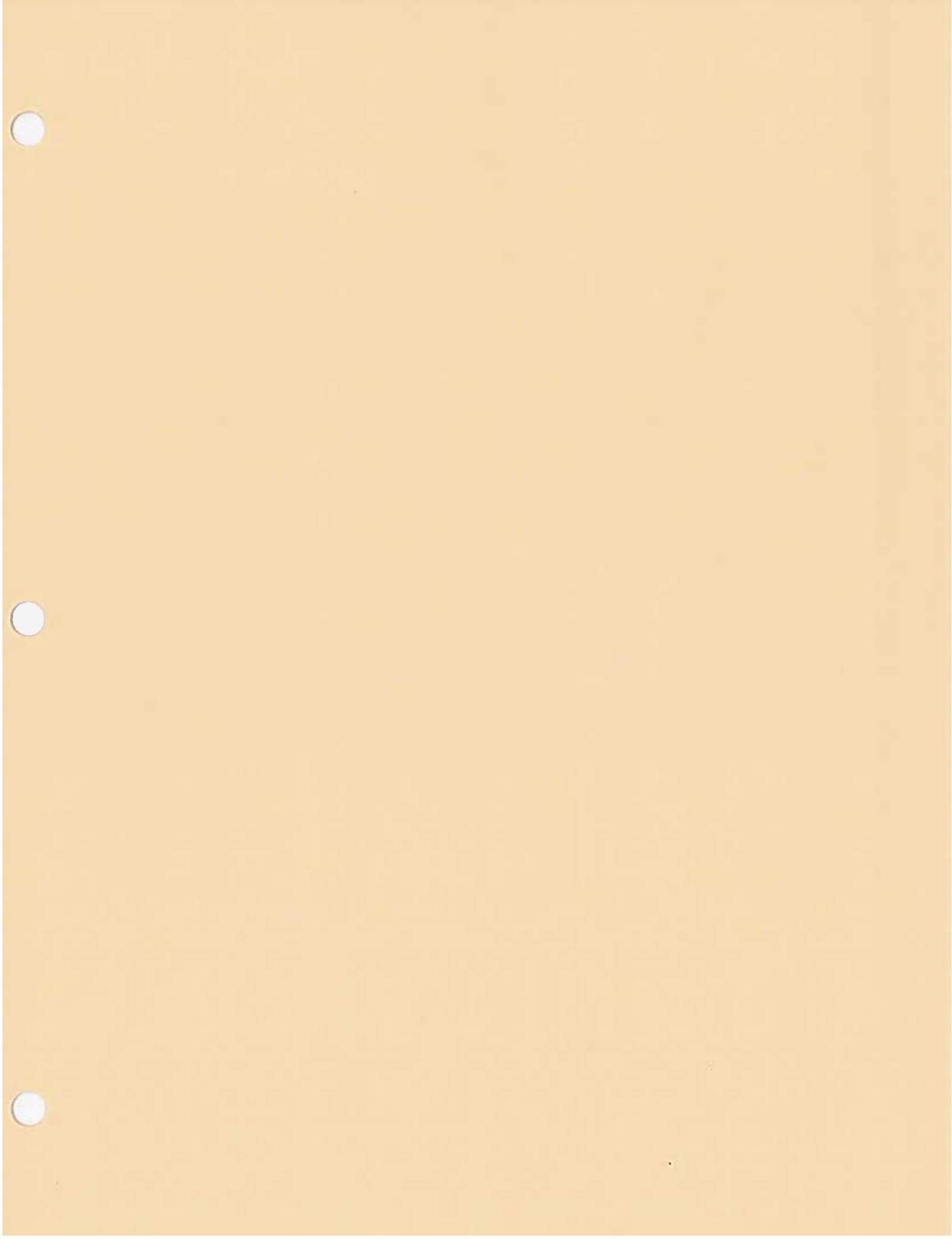


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OF MAY 2014

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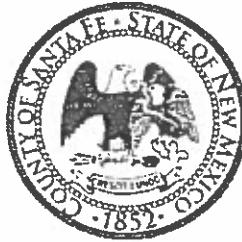




**Daniel "Danny" Mayfield**  
*Commissioner, District 1*

**Miguel M. Chavez**  
*Commissioner, District 2*

**Robert A. Anaya**  
*Commissioner, District 3*



**Ron Pacheco**  
*Executive Director*

**Kathy Holian**  
*Commissioner, District 4*

**Liz Stefanics**  
*Commissioner, District 5*

**Katherine Miller**  
*County Manager*

## Memorandum

**To:** Santa Fe County Housing Authority Board

**From:** James R. Pacheco, Executive Director

**Date:** June 13, 2014

**Re:** Recognition of Valerie Huerta as the NM NAHRO Member of the Year for 2014

---

At the annual New Mexico Chapter of National Association of Housing and Redevelopment Officials (NAHRO) Conference, Housing and Self-Sufficiency Specialist Valarie Huerta was selected as the NM Chapter of NAHRO Member of the Year. Valerie has been an important member of this organization representing the Santa Fe County Housing Authority since she came on board with the county seven years ago. Valerie's dedication to helping families find safe and decent housing and hard work on behalf of families participating in this program was recognized by the NM Chapter of NAHRO as she was selected for this recognition.



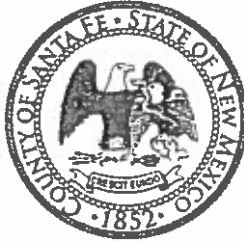




**Daniel "Danny" Mayfield**  
*Commissioner, District 1*

**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*

**CASE NO. V 14-5070**

**VARIANCE**

**JUDITH MOORE, APPLICANT**

**ORDER**

**THIS MATTER** came before the Board of County Commissioners (hereinafter referred to as "the BCC") for hearing on May 13, 2014 on the Application of Judith Moore (hereinafter referred to as "the Applicant") for a variance of Article 4, Section 4.2 of Ordinance No. 2008-10 (Flood Damage and Stormwater Management) to allow a Family Transfer Land Division of 3.44 acres into two lots that do not meet all-weather access requirements. The BCC, having reviewed the Application and supplemental materials, staff reports and having conducted a public hearing on the request, finds that the Application is well-taken and should be granted, and makes the following findings of fact and conclusions of law:

1. The Applicant requests approval of a variance of Article 4, Section 4.2 of Ordinance No. 2008-10 (Flood Damage and Stormwater Management) to allow a Family Transfer Land Division of 3.44 acres into two lots on property located at 22 Santa Cruz Dam Road, within Section 7, Township 20 North, Range 10 East ("Property").

2. Staff confirmed that the Family Transfer Land Division Application will be processed administratively pursuant to the Santa Fe Count Land Development Code, Ordinance 1996-10, Article II, Section 2.3.1a.ii.h and other relevant provisions.

3. Ordinance No. 2008-10 provides that at no time shall a permit be issued for a new dwelling unit, site, lot, parcel or tract of land intended for placement of a habitable structure or creation of a lot where the site is absent all weather access.

4. Article 4, Section 4.6(J) of Ordinance No. 2008-10 establishes the following prerequisites for granting a variance of the all weather access requirement:

A. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief;

B. Variances shall only be issued upon, (i) showing a good and sufficient cause; (ii) a determination that failure to grant the variance would result in exceptional hardship to the applicant, and (iii) a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, the creation of a nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.

5. Two homes are currently on the property. One is a legal non-conforming residence and the second was placed on the property without a development permit. The Applicant's daughter currently resides on the property in the unpermitted modular home. The Applicant intends to transfer one of the lots created through this Application to her daughter for use in financing a new modular home. Both homes access the property utilizing the existing dirt driveway.

6. No lesser variance than that requested would afford Applicant access to the property without requiring the construction of a costly all weather access that would not truly improve accessibility of the property because access would still require use of a road which is not an all weather access road. The improvement of Santa Cruz Dam Road to make it an all weather driving surface in order to facilitate Applicant's access to her property would be an extraordinary public expense.

7. In light of the legal non-conforming residence on the property which will continue to utilize the existing access regardless of the determination in this matter, and provided notice is given to property owners through a plat note that access does not meet Santa Fe County access requirements, no substantial additional threats to public safety will result from the granting of the requested variance, nor will the granting of the variance create a nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.

8. Access to the subject property would be off 22 Santa Cruz Dam Road which is a dirt County roadway located within a FEMA designated Special Flood Hazard Area, which may be frequently impassible during inclement weather, and is not all weather accessible. The driveway to the property also lies within the FEMA designated special flood hazard area and has been in existence for over twenty years. The driveway runs along the entire frontage of the property and there would be no place to relocate the driveway outside of the floodplain. Improving the driveway would not guarantee access to the property because the County road would likely be inaccessible during a major flood event.

9. According to 2008-10, Article 4, Section 4.6(J)(c), "[a]ny applicant to whom a variance is granted shall be given written notice that the structure will be permitted to be built

with the lowest floor elevation below the base flood elevation, and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.” In this case the residences are not located within the one hundred year flood hazard area and thus the lowest floor elevation is planned to be above the base flood elevation.

10. Ordinance 2008-10, Article 4, Section 4.6(H), provides that “variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.” Given that the residence is not going to be placed within the one hundred year flood hazard area and no improvements will be made to the existing driveway, there will be no changes to the flood hazard area and no additional threats to public safety as a result of approving the Application.

11. The Floodplain administrator recommended denial of the requested variance.

12. Following a hearing on the Applicant’s request for a variance, the CDRC, at its April 17, 2013 meeting, recommended approval of the variance request.

13. This Board may attach such conditions to the granting of variances as it deems necessary to further the purpose and objectives of this Ordinance (Article 1, Section C).

14. Staff recommended imposition of the following conditions if the Application was granted:

A. Water use shall be restricted to 1.00 acre foot per year per lot. A water meter shall be installed for each lot. Annual water meter readings shall be submitted to the Land Use Administrator by January 1<sup>st</sup> of each year. Water restrictions shall be recorded in the County Clerk’s Office. (As Per Article III, § 10.2.2 and Ordinance No. 2002-13).



B. The Applicant must obtain a development permit from the Building and Development Services Department for the additional dwelling unit. (As Per Article II, § 2).

C. A plat of survey meeting County Code requirements shall be submitted to the Building and Development Services Department for review and approval for the Family Transfer. (As Per Article III, § 2.4.2).

D. The Applicant shall comply with all Fire Prevention Division requirements at time of Development Permit Application (As Per 1997 Fire Code and 1197 Life Safety Code).

E. The Applicant shall provide an updated liquid waste permit from the New Mexico Environment Department with the Development Permit Application (As Per Article III, § 2.4.1a.1 (a) (iV)).

F. A note must be placed on the Plat regarding the lack of all-weather access to the subject lot. This restriction shall include language as follows: the access to this property does not meet minimum standards set forth by County Ordinances and Code. Site access including access by emergency vehicles, may not be possible at all times. (As Per Ordinance # 2008-10).

15. In support of the Application, the Applicant agreed with the conditions recommended by staff.

16. At the April 29, 2014 BCC meeting, no members of the public spoke in opposition to the Application.

17. Ordinance 2008-10, Section 4.6(G) authorizes the BCC to “attach such conditions to the granting of variances as it deems necessary to further the purpose and objectives of this Ordinance.”

18. Pursuant to Ordinance 2008-10, Section 4.6(C), “any person or persons aggrieved by the decision of the Board may appeal such decision to a court of competent jurisdiction within thirty days of the Board’s decision.”

**WHEREFORE** the Board of County Commissioners of Santa Fe County hereby approves the request for a variance of Ordinance No. 2008-10 (Flood Damage and Stormwater Management) to allow the Family Transfer Land Division of 3.44 acres into four lots on property located at 25 Santa Cruz Dam Road provided that the Applicant complies with the conditions as stated in Paragraph 14. The BCC hereby directs the Floodplain Administrator to report the granting of this variance to the Federal Emergency Management Agency. The motion to approve the Application passed by a 4-0 vote, with Commissioners Anaya, Mayfield, Stefanics, and Chavez voting in favor of the motion. Commisioner Holian was not present during the Public Hearing.

**IT IS SO ORDERED**


This Order was approved by the Board of County Commissioners of Santa Fe County on this \_\_\_\_ day of \_\_\_\_\_, 2014.

By: \_\_\_\_\_  
Daniel W. Mayfield, Chair  
Board of County Commissioners  
of Santa Fe County

 **Attest:**

Geraldine Salazar, County Clerk

**Approved as to form:**

  
Gregory S. Shaffer, County Attorney

DRAFT

CHAIR MAYFIELD: Will you defer with the other party, Mr. Romero and ask about that utility issue? I'm going to ask you to go through staff, please.

MR. ROMERO: Mr. Chair, Commissioners, again, to answer your question, we deliberated. To go back to your question, my answer stands. There is no utilities in that easement.

CHAIR MAYFIELD: Thank you. Commissioners, there's a motion and a second on the floor in front of us. Do you want to restate that motion, Commissioner?

COMMISSIONER ANAYA: Mr. Chair, based on what we just heard from our attorney, do you want to go forward with a motion or do you want to give them a chance to review the item as Commissioner Stefanics suggested earlier and bring it back later?

CHAIR MAYFIELD: Well, and I guess I appreciate the Attorney's statement but this Commission has made decisions on these such cases in the past and I know maybe we're just not at the liberty of having our former County Attorney here, but we've kind of – or I will ask if we set any precedents and how we've already proceeded in past cases.

MR. ROMERO: Mr. Chair, I'm not speaking for the County Attorney but there is an exhibit, Exhibit 2 which is in our Land Development Code, a 5.7 Vacation of Plats, and I don't know if that helps but there is some language in there that does mention, action shall be taken in a public meeting in approving and vacation of all or part of a final plat. The Board shall decide whether the vacation will adversely affect the interests of persons on contiguous land or the persons within the subdivision being vacated. There's language in there. I don't know if that helps. Just thought I'd throw that out there.

CHAIR MAYFIELD: Thank you. We have a motion and a second on the floor.

The motion passed by majority [3-1] voice vote with Commissioner Stefanics voting against the motion. [Commissioner Holian was not present for this action.]

CHAIR MAYFIELD: Mr. Shaffer, though I would ask that hopefully you do some consulting with our Land Use staff and we can get this issue resolved for future cases of such in front of us, please. Thank you.

VIII. B. 4. CDRC CASE # V 14-5070 Judith Moore Variance. Judith Moore, Applicant, Requests a Variance of Article 4, Section 4.2 of Ordinance No. 2008-10 (Flood Damage and Stormwater Management) to Allow a Family Transfer Land Division of 3.44 Acres Into Two (2) Lots That Do Not Meet All-Weather Access Requirements. The Property is Located at 22 Santa Cruz Dam Road, in the Vicinity of Chimayo, within Section 7, Township 20 North, Range 10 East (Commission District 1)

JOHN LOVATO (Case Review Manager): Thank you, Mr. Chair, Commissioners. On April 17, 2014 the CDRC met and acted on this case. The decision of the CDRC was to recommend approval of the variance request. Access to the subject lot would be

DRAFT

off County Road 92, Santa Cruz Dam Road, which is a dirt road located within a FEMA designated Special Flood Hazard Area, which may be frequently impassible during inclement weather and thereby is not all-weather accessible. The existing driveway also lies within the FEMA designated special flood hazard and is the only access to the property. The driveway has been in existence for over 20 years. The floodplain runs along the entire frontage of the property, and there would be no place to relocate the driveway outside of the floodplain.

There are currently two manufactured homes on the property. The main residence on the property is recognized as a legal non-conforming residence. There is a permit dating back to 1990 associated with the applicant's daughter's current modular home on the property for a foundation permit only.

The Applicant states she requests the variance so she can provide her daughter's family with an affordable place to reside. She further states, the only way her daughter can place a new manufactured home on the property is if the property is in her daughter's name to obtain a mortgage.

Growth Management staff has reviewed the application for compliance with pertinent code requirements and finds the project is not in compliance with County criteria for this type of request. However, this property is accessed via a County road and there is no other feasible way to relocate the County road or driveway outside the floodplain.

Staff recommendation. On April 17, 2014 the CDRC met and acted on this case. The decision of the CDRC was to recommend approval of the request to allow the variance of Article IV, Subsection 4.2 of Ordinance 2008-10, Flood Damage and Stormwater Management, subject to the following conditions:

1. Water use shall be restricted to 1.00 acre-foot per year per lot. A water meter shall be installed for each lot. Annual water meter readings shall be submitted to the Land Use Administrator by January 1<sup>st</sup> of each year. Water restrictions shall be recorded in the County Clerk's Office.
2. The Applicant must obtain a development permit from the Building and Development Services Department for the additional dwelling unit.
3. A plat of survey meeting County Code requirements shall be submitted to the Building and Development Services Department for review and approval of the Family Transfer.
4. The Applicant shall comply with all Fire Prevention Division requirements at time of Development Permit.
5. The Applicant shall provide an updated liquid waste permit from the New Mexico Environment Department with the Development Permit Application.
6. A note must be placed on the plat regarding the lack of all-weather access to the subject lot. This restriction shall include language as follows: The access to this property does not meet minimum standards set forth by County Ordinances and Code. Site access including access by emergency vehicles, may not be possible at all times.

Thank you, Mr. Chair. I stand for any questions.

CHAIR MAYFIELD: [inaudible]

[Duly sworn, Judith Moore testified as follows:]

JUDITH MOORE: I'm Judith Moore. Honorable Chairman and Commissioners, I'm humbled by how much work you've done for the public tonight. Thank you. The variance is – I think should be granted because we've lived there for 24 years. We've never had a problem. Up Santa Fe County road there is the community water supply, which is accessed by Santa Fe

DRAFT

County Road 92. So for the community water supply to be able to be accessed they have to drive up the flood plain. We have three neighbors in the canyon. All of us are on the right side of the road. All of us have to cross the floodplain to get to our residences and none of us have had problems, so granting this variance will give my daughter and her husband and their three children a chance to get an FHA loan which makes a home affordable and possible for them right now. So I humbly ask you to approve this and I won't keep you any longer. Thank you. Unless you had some questions.

CHAIR MAYFIELD: [inaudible]

MS. MOORE: I've complied with everything. In fact John's really worked with me to help me to know just what to do and I'm right on track. I'm getting everything done and we're working together as a team so that I can comply with his requests and everything's on track.

CHAIR MAYFIELD: So with all of staff's recommendation and a recommendation for the applicant shall comply with all Fire Prevention Division requirements, you're aware of what those are?

MS. MOORE: And I'm right on track. I'm doing them all. I've got everything done. In fact everything should be in this next week. I'm doing everything that they requested. John Lovato's worked well with me so I understand what he requests and I'm complying

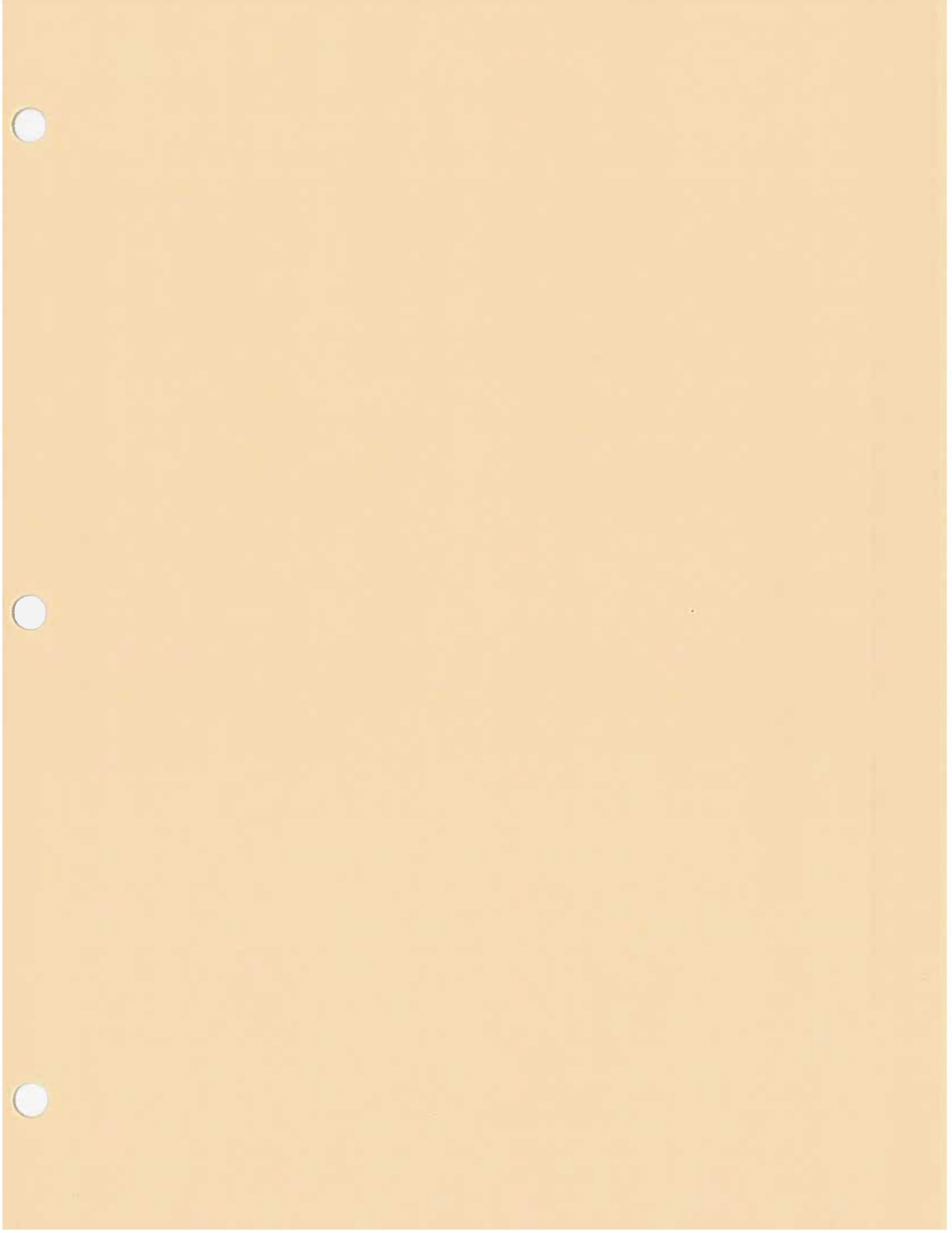
CHAIR MAYFIELD: Thank you. This is a public hearing. Are there any members from the public wishing to comment on this case?

KARL SOMMER: I'll be very brief. My name is Karl Sommer, P.O. Box 2476, Santa Fe, New Mexico, 87504. Just briefly, I support the variance with respect to the language on the plat related to the floodplain. I've worked with Buster Patty for a long time on this particular issue all over the county. You all run into it all the time. The note on the plat that advises the own, hey, you may or may not have – it does two things. It advises the public. It also lets Buster know he's done his job to tell these people we may or may not be able to get to your property. He didn't create the problem. Granting the access doesn't exacerbate the problem and I'm in full support of handling these cases until you change your code on this particular issue in that way. And so I just think that's a good practice on your part to follow that. Thank you.

CHAIR MAYFIELD: Thank you, Mr. Sommer. Is there anybody else wishing to provide any public comment on this case? Seeing none, this portion of our public hearing is closed. Commissioners, I am going to move for approval of this case with staff's recommendation.

COMMISSIONER STEFANICS: Second.

CHAIR MAYFIELD: We have a motion and a second. For discussion really quick, on County Road 92, I'm very familiar with the area. I don't know if I had a lot of talk. This is a recreational area also. It's on the bottom side of the spillway of Santa Cruz Dam. There are a lot of folks that go out there and go fishing, believe it or not, down in there. But we've had numerous discussions right up here about all-weather crossings or low-weather road crossings that aren't even improved by Santa Fe County. And this is one definitely that has not been improved by Santa Fe County, and it provides public access to recreational areas, it provides access to a public water system that services the whole community, and as was stated by the applicant, it provides access to three, four, potentially more homes back in that area. So again, just so I can say this, when we're asking applicants to go through or to make all kinds of compliance with the rules that we have in place. I respect them but I really think that Santa Fe



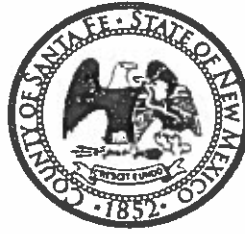




Daniel "Danny" Mayfield  
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*Commissioner, District 3*



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*Commissioner, District 4*

Liz Stefanics  
*Commissioner, District 5*

Katherine Miller  
*County Manager*

## **MEMORANDUM**

To: Board of County Commissioners

From: Teresa Martinez, Finance Director *TM*

Through: Katherine Miller

Date: June 13, 2014

RE: Resolution 2014- A Resolution Requesting A Budget Increase To The 2005 Series General Obligation Bond Fund (330) To Budget Remaining Cash Balance And Allow For Fund Close-Out / \$39,797 (Finance/Teresa Martinez)

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## **ISSUE**

The Finance Division is seeking approval to increase the 2005 Series General Obligation Bond Fund (330) to budget the remaining cash balance in the fund.

## **BACKGROUND**

In 2005 Santa Fe County issued \$20,000,000 in general obligation bonds the purpose of which was to fund road improvements and related public works facilities, fire facilities and water projects. Since that time the original bond proceeds have funded various capital projects within those restrictions with unspent proceeds earning investment income.

In order to formally close out the bond, a final cash balance must be budgeted and expenses made against that budgeted cash. The proposed action will allow for expenditures against the final remaining cash balance of investment income and subsequently a final bond close-out. The requested action will budget remaining cash in the 2005 Series GOB Fund (330) and will allow for the reclassification of expenses for the Eldorado/Canoncito/SE Sector waterline project to close out the bond fund.

## **RECOMMENDATION**

The Finance Division recommends that the 2005 Series General Obligation Bond Fund (330) budget be increased by \$39,797 to allow for bond close-out.

# SANTA FE COUNTY

Page 1 of 4

## RESOLUTION 2014 -

### A RESOLUTION REQUESTING AUTHORIZATION TO MAKE THE BUDGET ADJUSTMENT DETAILED ON THIS FORM

Whereas, the Board of County Commissioners meeting in regular session on June 24, 2014, did request the following budget adjustment:

Department / Division: CMO/Finance Fund Name: 2005 Series GOB Fund (330)

Budget Adjustment Type: Increase Fiscal Year: 2014 (July 1, 2013 - June 30, 2014)

#### BUDGETED REVENUES: (use continuation sheet, if necessary)

FUND CODE XXX	DEPARTMENT/ DIVISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/ OBJECT XXXX	REVENUE NAME	INCREASE AMOUNT	DECREASE AMOUNT
330	0000	385	0400	2005 Series GOB - Budgeted Cash	\$39,797	
TOTAL (if SUBTOTAL, check here )					\$39,797	

#### BUDGETED EXPENDITURES: (use continuation sheet, if necessary)

FUND CODE XXX	DEPARTMENT/ DIVISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/ OBJECT XXXX	CATEGORY / LINE ITEM NAME	INCREASE AMOUNT	DECREASE AMOUNT
330	1449	444	8011	2005 Series GOB - Roadways Cap Cont Svc.	\$39,797	
TOTAL (if SUBTOTAL, check here )					\$39,797	

Requesting Department Approval: [Signature] Title: Finance Director Date: 6/13/14

Finance Department Approval: [Signature] Date: 6/13/14 Entered by: \_\_\_\_\_ Date: \_\_\_\_\_

County Manager Approval: \_\_\_\_\_ Date: \_\_\_\_\_ Updated by: \_\_\_\_\_ Date: \_\_\_\_\_

# SANTA FE COUNTY

## RESOLUTION 2014 - \_\_\_\_\_

Page 3 of 4

*ATTACH ADDITIONAL SHEETS IF NECESSARY.*

DEPARTMENT CONTACT:

Name: Carole Jaramillo Dept/Div: CMO/Finance Phone No.: 505-986-6321

DETAILED JUSTIFICATION FOR REQUESTING BUDGET ADJUSTMENT (If applicable, cite the following authority: State Statute, grant name and award date, other laws, regulations, etc.):

- 3) Does this request impact a revenue source? If so, please identify (i.e. General Fund, state funds, federal funds, etc.), and address the following:
  - a) If this is a state special appropriation, YES X NO \_\_\_\_\_  
If YES, cite statute and attach a copy.  
Budgeted Cash of the 2005 Series GOB Fund
  - b) Does this include state or federal funds? YES \_\_\_\_\_ NO X  
If YES, please cite and attach a copy of statute, if a special appropriation, or include grant name, number, award date and amount, and attach a copy of a award letter and proposed budget.
  - c) Is this request is a result of Commission action? YES \_\_\_\_\_ NO X  
If YES, please cite and attach a copy of supporting documentation (i.e. Minutes, Resolution, Ordinance, etc.).
  - d) Please identify other funding sources used to match this request.



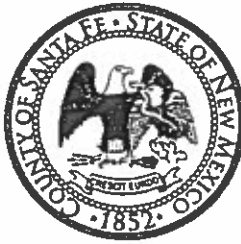




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*Commissioner, District 1*

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*Commissioner, District 4*

**Liz Stefanics**  
*Commissioner, District 5*

**Katherine Miller**  
*County Manager*

## **MEMORANDUM**

**To:** Santa Fe County Board of County Commissioners

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

**Via:** Katherine Miller, County Manager *JK*

**Date:** June 13, 2014

**Re:** Request Authorization Of The Use Of District 5 Capital Funds, Per Capital Outlay Policy, Allocating \$149,000 For The Design And Construction Of A Right Turn By-Pass Lane On Richards Avenue at College Drive West in the Santa Fe Community College District in Santa Fe County. (Finance/Teresa Martinez)

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### **BACKGROUND**

The Board of County Commissioners previously reviewed and approved the Capital Improvement Plan. The Plan allocated \$200,000 to each commission district to be used for capital projects within each respective district.

### **ISSUE**

In FY 2014, the funds were directly budgeted into a unique cost center for each commission district. The budget established includes the annual allocation of \$200,000 and the carryover of any unspent funds from the previous fiscal year. The Finance Division will continue to maintain a separate spreadsheet that details each capital project by commission district.

### **SUMMARY**

The Public Works Department is requesting funding for the design and construction of a right turn by-pass lane at the existing roundabout on Richards Avenue and College Drive.

In November of 2013, the Public Works Department received 6,000 from District 5 Capital Funds to conduct a traffic engineering study to include design recommendations to mitigate presumed operational issues/deficiencies at Richards Avenue and the College Drive roundabout in Santa Fe County. The purpose of the study was to determine the feasibility of a right slip lane on southbound Richards Avenue into College Drive west. This modern roundabout intersection is located on Richards Avenue, north of the Santa Fe Community College at College Drive.

The results of study concluded that the right turn by-pass lane was warranted due to queuing at peak hours causing delays in southbound traffic. The level of services during these peak hours was determined to be

an "F" on a scale of A-F according to the NMDOT State Access manual. The right turn by-pass lane will improve the rating to an "A" service level.

The Finance Department requests BCC authorization for the use of District 5 capital funds, per Capital Outlay policy allocating \$149,000 for the design and construction of a right turn by-pass lane at the existing roundabout on Richards Avenue at College Drive West in the Santa Fe Community College District in Santa Fe County.



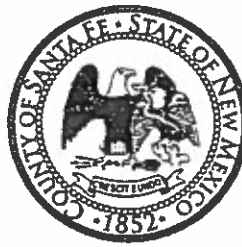




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Commissioner, District 5

**Katherine Miller**  
County Manager

## **MEMORANDUM**

**DATE:** *June 11, 2014*

**TO:** *Board of County Commissioners*

**FROM:** *Adam Leigland, Public Works Department Director*

**VIA:** *Katherine Miller, County Manager*

**ITEM AND ISSUE:** *BCC Meeting June 24, 2014*

**REQUEST APPROVAL TO REPROGRAM GOB 2013 CAPITAL FUNDS FROM TWO ROAD PROJECTS TO HERRADA ROAD, ALL IN ELDORADO, IN THE AMOUNT OF \$285,000.**

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**SUMMARY:**

Approval of this item will reprogram capital bond funds currently allocated for Avenida Amistad and Avenida Buena Ventura to Herrada Road, all located in the Eldorado Subdivision, in the total amount of \$285,000.

**DISCUSSION:**

On July 10, 2012, the Board of County Commissioners approved the Capital Improvement Plan for the 2013 General Obligation Bond, which allocated the total road bond amount of \$19 million to 35 individual road projects. Three of the roads on that list were located in Eldorado, roads that were identified and prioritized by the Eldorado Community Improvement Association (ECIA). These roads and their original allocation are shown in the table below.

<b>Eldorado Road</b>	<b>Original Allocated Amount</b>	<b>Requested Amount</b>
Herrada Road	\$900,000	\$1,185,000
Avenida Amistad	\$194,000	0
Avenida Buena Ventura	\$91,000	0

The Herrada Road project is to pave and otherwise improve 1.89 miles of a high-traffic road in the western part of the community, and is a high priority for ECIA. The other two projects, also both to pave, are lower priority for ECIA.

The construction bids for Herrada Road were opened on June 11, 2014. The low bid came in above the original allocation. Reprogramming funds from the two low-priority projects to Herrada Road will allow the shortfall to be covered. The new allocations are shown in the table above.

Additionally, ECIA received a state grant in 2013 for road improvements for \$151,000, which the association would like to bring to the Herrada Road project as well. Overall, ECIA supports this course of action since Herrada Road is their highest priority. ECIA understands that if the Board approves this request, capital improvements to Amistad and Buena Ventura will not be made until future funding is identified and approved by the Board. Projects to make improvements to both Amistad and Buena Ventura will be placed back on the CIP.

**REQUESTED ACTION:**

Reprogram funds from Avenida Amistad and Avenida Buena Ventura in the 2013 General Obligation Bond for Herrada Road in the amount of \$285,000.





### **III. Action Items (Public Comment)**

#### **A. Items Pulled From Cons<sup>S</sup>ent Agenda**









# SANTA FE COUNTY

Resolution 2014 - \_\_\_\_\_

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## A RESOLUTION ADOPTING THE FINAL 2014-2015 (FY2015) BUDGET

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

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

WHEREAS, the State of New Mexico, Department of Finance and Administration, Local Government Division granted interim approval of the proposed operating budget for the 2014-2015 year (FY 2015) with documentation and technical adjustments as required.

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

APPROVED, ADOPTED AND PASSED this 24<sup>th</sup> day of June 2014.

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Daniel W. Mayfield, Chairperson

ATTEST:

\_\_\_\_\_  
Geraldine Salazar, County Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Gregory S. Shaffer, County Attorney



# FY 2015 FINAL BUDGET

Santa Fe County Board of County Commissioners  
Santa Fe County, New Mexico

June 24, 2014



# FY 2015 INTERIM BUDGET - REVIEW

The FY 2015 Interim Budget approved on May 27, 2014 included the following:

- Maintain existing County assets (i.e. open space, facilities, road, vehicles, etc.)
- Invest in employees
  - Countywide COLA (recurring)
  - Reduce employee health insurance contributions for staff earning between \$30,001 and \$50,000
  - Provide education benefits including NM Edge and Tuition Assistance Program
  - Recruiting and retention of public safety personnel
  - On-going staff wellness program
  - Improve the physical work environment
- Expand youth programming and library funding (including a summer mentorship program)
- Expand the Wildland Urban Interface Program
- Opening and maintaining existing open space properties
- Water truck for road grading
- Continue funding for the Regional Coalition of LANL Communities
- Add a judgments and settlements contingency
- Adequate funding for Legal
- Grow the Utility to be self-sustaining
- Develop a long-term emergency operations preparedness plan
- Increase reimbursements for volunteer firefighters
- Complete capital projects already in the pipeline
- Expand Senior Services

Approved  
Interim Budget  
\$231.8 million

# FY 2015 INTERIM BUDGET - REVIEW

- ◉ Economic Development Initiatives - \$0.4 million
  - ACCT
  - Food Policy & Planning
  - Santa Fe Business Incubator
  - Northern NM PBS Feasibility Study
  - SF Independent Film Festival
  - Northern Rio Grande National Heritage Area
  - Bike and Brew Festival
  - Shoot Santa Fe
  - Microgrid Systems Laboratory
  - Renewable Energy Task Force
  - Northern Area Workforce Development Board
  - Estancia Valley Economic Development
- ◉ Asset Renewal and Replacement Schedule worth \$5.7 million
- ◉ Additional compensation and benefits totaling \$1.1 million
- ◉ Investment in employees totaling \$1.0
- ◉ New and reclassified FTEs totaling \$1.2 million



# FY 2015 INTERIM BUDGET - REVIEW

## FY2015 NEW FTE REQUESTS

Department	Position	Total Cost	Comments
Admin. Services	IT Desktop Support Specialist	\$ 56,260	Recommended.
Admin. Services	Asst. County Attorney	\$ 116,480	Recommended.
Assessor	Administrator of Returned Mail	\$ 37,856	Not recommended. Compared to other agencies, this position does not exist.
Assessor	Assessment Specialist	\$ 37,856	Commission request.
Assessor	Title Examiner	\$ 49,504	Recommended.
Clerk	Election Worker & Outreach Coord	\$ 26,208	Recommended to take the existing position from part-time to full-time.
Community Services	Program Manager	\$ 75,712	Recommended.
Growth Management	Community Planner	\$ 64,064	Recommended to open the currently closed position.
Public Safety-Corr.	Nurse Practitioner	\$ 62,244	Recommended for 1 casual position no more than 10 hours per week.
Public Safety-Corr.	Licensed Practical Nurse (LPN) - 2 casual positions	\$ 37,346	Recommended for 1 casual position no more than 10 hours per week each.
Public Safety-Fire	Training Lieutenant	\$ 72,800	Recommended.
Public Safety-Fire	Regional FF Cadet Paramedic	\$ 62,374	Not recommended. Using the phased in approach in completing project 48.
Public Safety-Fire	Regional FF Cadet Intermediate	\$ 49,900	Not recommended. Using the phased in approach in completing project 48.
Public Safety-Fire	Regional FF Cadet Basic	\$ 46,075	Recommended. To assist with completing project 48.
Public Safety-Fire	Wildland Urban Interface Tech (8 ter)	\$ 119,543	Recommended for 8 term positions to work approximately 6 months/year.
Public Safety-Fire	Wildland Urban Interface Tech Lead	\$ 28,936	Recommended for 2 term positions to work approximately 6 months/year.
Public Safety-RECC	IT Support Desktop Specialist	\$ 49,504	Not recommended. Centralization is key to ensure consistency and efficiency.
Public Works	Account Tech Senior	\$ 53,959	Not recommended.
Public Works	Senior Secretary	\$ 43,680	Not recommended. Number of admin staff is sufficient to perform the required duties.
Public Works	Equipment Operator	\$ 55,330	Commission request.
Public Works	Road Maintenance Worker	\$ 42,536	Commission request.
Sheriff	Animal Control Officer	\$ 53,199	Commission request.
Sheriff	Community Relations and Leads Coordinator (or similar)	\$ 72,800	Recommended. All agencies surveyed have the same type of position.
Treasurer	Accounting Technician	\$ 49,504	Recommended based on the workload of the office.
Grand Total		\$ 1,363,670	
TOTAL RECOMMENDED ONLY		\$ 1,066,397	



# FY 2015 INTERIM BUDGET - REVIEW

## FY2015 RECLASSIFICATION REQUESTS

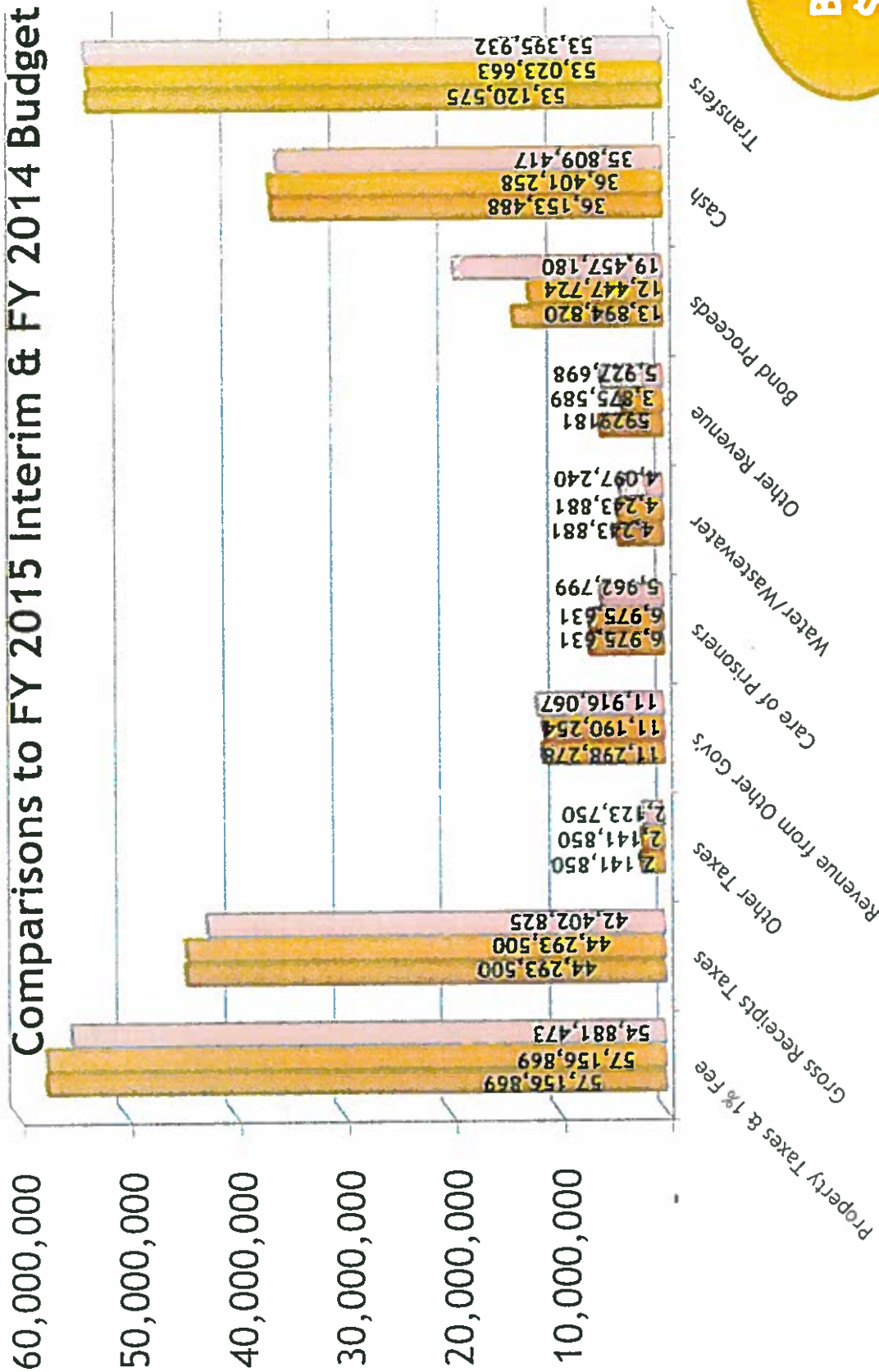
Department	Request for Reclassifications	Total Cost	Comments
CMO-HR	HR Analyst	\$ 44,553	Reclassification of Clerical Assistant. Recommended.
Growth Management	GIS Technician Reclassification	\$ 14,560	Reclassification of two (2) Positions. Recommended. These employees are working above a technician level.
Public Safety-Fire	Wildland Urban Interface Specialist	\$ 50,960	Reclassify Term to Permanent. Not recommended
Public Safety-Fire	Wildland Urban Interface Specialist	\$ 53,872	Reclassify Term to Permanent. Not recommended
Public Safety-Fire	Wildland Urban Interface Specialist	\$ 53,872	Reclassify Term to Permanent. Not recommended
Public Safety-Fire	Emergency Management Coordinator	\$ 76,506	Reclassify Term to Permanent. Not recommended. Consider using existing public safety position.
Public Safety-Fire	Volunteer Recruitment & Retention	\$ 72,091	Recommended at current salary which is 72,090.93 annually.
Grand Total		\$ 366,414	
TOTAL RECOMMENDED ONLY		\$ 131,204	

# CHANGES FROM INTERIM TO FINAL

- Addition of investment income and permitting fees
- Finalized the carry forward balances for ongoing capital projects
- Finalized the multi-line and worker's compensation allocation county wide
- Addition of a few small grants
- Reduction in revenue generated in solid waste fees
- Addition to Asset Renewal & Replacement for SWAT team and County Fairgrounds.

# FY 2015 FINAL VS INTERIM

## FY 2015 Recommended Final Revenue w/ Comparisons to FY 2015 Interim & FY 2014 Budget



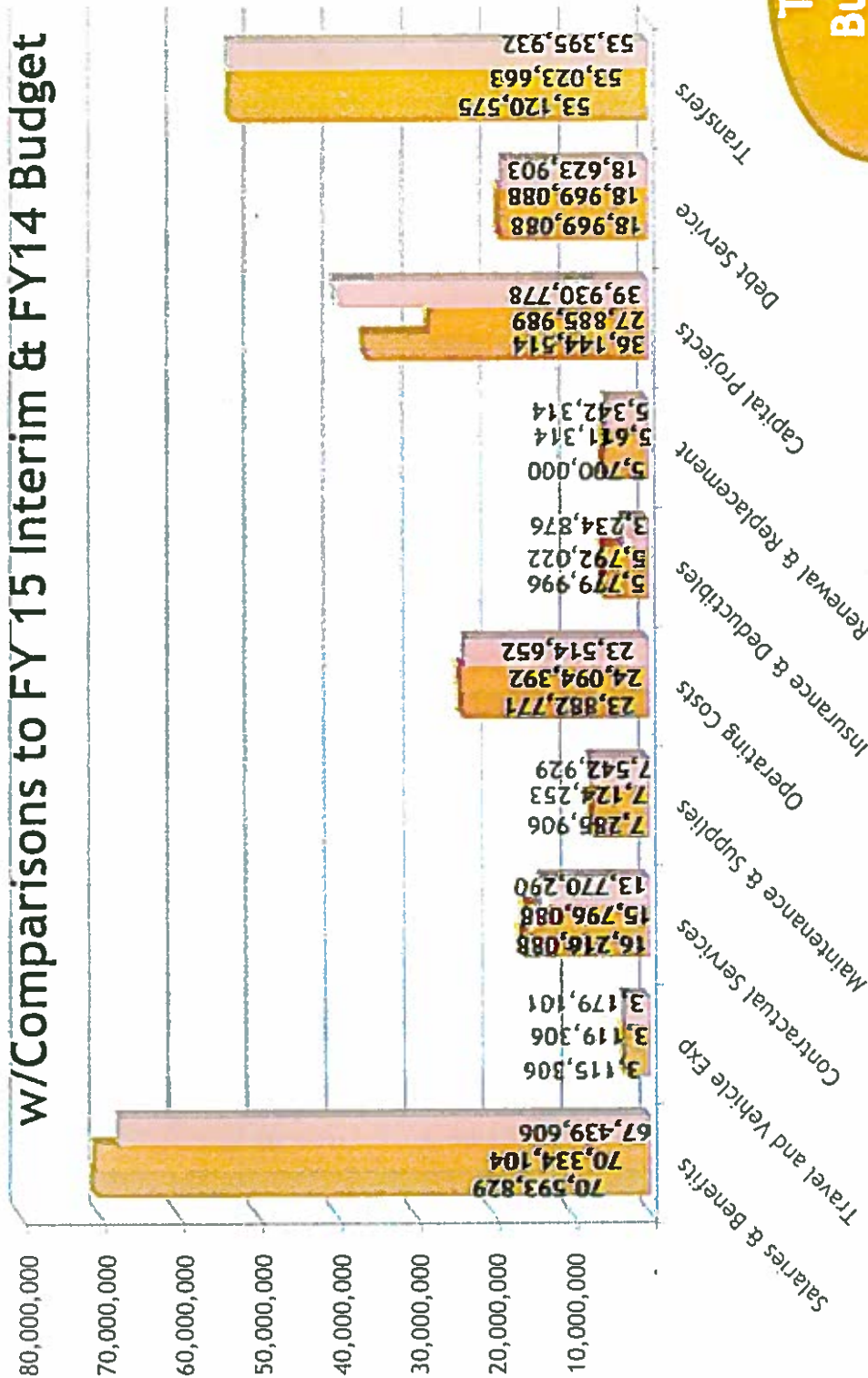
**Total  
Budget  
\$235.2  
million**

■ FY 2015 Final ■ FY 2015 Interim ■ FY 2014 Original



# FY 2015 FINAL VS INTERIM

## FY 2015 Final Recommended Expense w/Comparisons to FY 15 Interim & FY14 Budget



**Total  
Budget  
\$235.2  
million**

■ FY2015 Final ■ FY 2015 Interim ■ FY 2014 Original

# SUMMARY OF FY 2015 FINAL BUDGET RECOMMENDATION

- Total number of new and reclassified FTEs - 19.0 New, 4 Reclassified
- Total of Asset Renewal and Replacement - \$5.7 million
- Total Use of Cash - \$50.1 million
- Total Budget - \$235.2 million





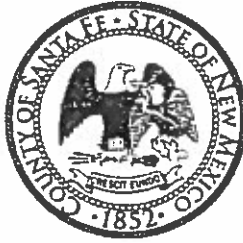




Daniel "Danny" Mayfield  
Commissioner, District 1

Miguel M. Chavez  
Commissioner, District 2

Robert A. Anaya  
Commissioner, District 3



Kathy Holian  
Commissioner, District 4

Liz Stefanics  
Commissioner, District 5

Katherine Milier  
County Manager

## MEMORANDUM

DATE: June 5, 2014

TO: Board of County Commissioners

FROM: Adam Leigland, Public Works Director *pel*  
6/11/14

VIA: Katherine Miller, County Manager

**ITEM AND ISSUE:** *BCC Meeting June 24, 2014*

RESOLUTION 2014-\_\_\_ A RESOLUTION ESTABLISHING A VIEWING FEE TO MORE FULLY IMPLEMENT RESOLUTION NO. 2012-151 WHICH ADOPTED PROCEDURES FOR ACCEPTANCE, DESIGNATION, AND RE-DESIGNATION OF PRIVATE ROADS AND VACATION OF COUNTY-MAINTAINED ROADS (PUBLIC WORKS/ROBERT MARTINEZ)

**SUMMARY:**

This resolution adopts a road acceptance viewing fee schedule in accordance with Paragraph 7.A.1.a.v of the County's road acceptance policy.

**BACKGROUND:**

On November 13, 2012, the Board of County Commissioners adopted Resolution 2012-151, which established procedures for the orderly and uniform administration of the Santa Fe County process for road acceptance, designation or re-designation, and vacation or abandonment. In accordance with Paragraph 7.A.1.a.v of the procedures, residents interested in having their private road re-designated to a county-maintained road must submit a petition and application and pay a viewing fee. The viewing fee is intended to cover staff time and equipment used to conduct the following:

- Site visit/road evaluation;
- Traffic study;
- Asphalt testing (if applicable) in the form of core samples;
- Ownership research of the road. If title work is required, the applicant shall reimburse the County for the costs of the title research.

The viewing fee was not established in the road acceptance policy. Public Works staff discussed the viewing fee structure with the Road Advisory Committee at their March and May 2013 meetings. Several Committee members suggested that the fee structure should be based on the length of the road and any other associated costs to recover staff time and equipment. Concerns

were brought up that if a fee was not charged, then anti-donation laws would be violated since the roads being evaluated are private roads.

Staff has calculated the staff time and equipment costs related to the viewing fee and is recommending the following:

Task	Fee
Road Evaluation	\$150
Traffic Study	\$100
Asphalt Testing	\$100 first 500 feet \$30 every 500 feet thereafter

Dona Ana County, the only other county with a similar policy, has a \$250 application fee for road acceptance, but this fee does not include a traffic study or asphalt testing. Asphalt testing as contemplated in the policy conducted by a private firm would cost \$650, based on past experience. Staff feels that the proposed viewing fee is fair and very reasonable.

**ACTION REQUESTED:**

Public Works recommends the adoption of the resolution establishing the recommended viewing fee.

Attachments:

1. Resolution 2012-151
2. Viewing fee calculation

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

*Resolution No. 2014 – \_\_\_\_\_*

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**A RESOLUTION ESTABLISHING A VIEWING FEE TO MORE FULLY  
IMPLEMENT RESOLUTION NO. 2012-151 WHICH ADOPTED  
PROCEDURES FOR ACCEPTANCE, DESIGNATION AND RE-  
DESIGNATION OF PRIVATE ROADS AND VACATION OF COUNTY  
MAINTAINED ROADS**

---

**WHEREAS**, Resolution 2012-151, adopted by the Board of County Commissioners established procedures for the orderly and uniform administration of the Santa Fe County process for road acceptance, designation or re-designation, and for the vacation of County maintained roads; and

**WHEREAS**, consistent with the "Anti-Donation Clause" found in Article IX, Section 14 of the New Mexico Constitution the process for acceptance, designation, or re-designation of a private road to a County-maintained road requires the imposition of a viewing fee; and

**WHEREAS**, a viewing fee is imposed to cover the costs to the County to evaluate the road, research ownership of the road excluding any title work, perform asphalt testing if applicable, and conduct a traffic study to determine the average daily trips on the road.

**NOW THEREFORE, BE IT RESOLVED** that the Board of County Commissioners of Santa Fe County hereby adopts the following viewing fees for road acceptance, designation or re-designation:

<b>ROAD EVALUATION</b>	<b>\$150.00</b>
<b>TRAFFIC STUDY</b>	<b>\$100.00</b>
<b>ASPHALT TESTING</b>	<b>\$100.00 first 500 feet</b>
	<b>\$030.00 every 500 feet thereafter</b>

PASSED, APPROVED and ADOPTED this \_\_\_\_\_ day of May 2014.

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

By: \_\_\_\_\_  
Daniel W. Mayfield, Chair

**ATTEST:**

\_\_\_\_\_  
Geraldine Salazar, Santa Fe County Clerk

**APPROVED AS TO FORM:**

*Willie R. Brown*  
\_\_\_\_\_  
for: Gregory S. Shaffer, Santa Fe County Attorney

# *SANTA FE COUNTY*

## *RESOLUTION NO. 2012 -151*

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**A RESOLUTION ESTABLISHING PROCEDURES FOR  
THE ORDERLY AND UNIFORM ADMINISTRATION OF  
THE SANTA FE COUNTY PROCESS FOR ROAD  
ACCEPTANCE, DESIGNATION OR RE-DESIGNATION,  
AND FOR THE VACATION OF COUNTY MAINTAINED  
ROADS, THEREFORE REPEALING AND REPLACING  
RESOLUTION NO. 1998-119**

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Whereas, Santa Fe County encompasses a geographical area of approximately 2,000 square miles; and

Whereas, the County is primarily rural with small areas of concentrated development; and

Whereas, a comprehensive road system is a necessary and vital link between communities; and

Whereas, there are an estimated 1,500 total miles of roads within the County; and

Whereas, of the total miles, approximately 576 miles are recognized as County roads and maintained by the County; and

Whereas, the County's goal is to provide the best services possible to County residents, within the available resources; and

Whereas, the citizens of Santa Fe County continuously request the County to provide maintenance on non-County roads; and

Whereas, the Board of County Commissioners desires to have a policy that will consider the requests for County maintenance on an equitable and consistent basis.

**NOW, THEREFORE, BE IT RESOLVED** that the Santa Fe County Board of County Commissioners adopts the following policy, Exhibit A to this Resolution, of establishing procedures for the orderly and uniform administration of the Santa Fe

County process for road acceptance, designation or re-designation, and for the vacation of County maintained roads, therefore repealing and replacing Resolution 1998-119.

PASSED, APPROVED, and ADOPTED THIS 13 DAY OF NOVEMBER 2012.

BOARD OF COUNTY COMMISSIONERS

Liz Stefanics  
Liz Stefanics, Chair  
Vice-Chair

Attest:

Valerie Espinoza  
Valerie Espinoza, County Clerk



Approved as to form:

Stephen C. Ross  
Stephen C. Ross, County Attorney



COUNTY OF SANTA FE )  
STATE OF NEW MEXICO ) ss

BCC RESOLUTIONS  
PAGES: 15

I Hereby Certify That This Instrument Was Filed for  
Record On The 19TH Day Of November, 2012 at 03:15:55 PM  
And Was Duly Recorded as Instrument # 1688110  
Of The Records Of Santa Fe County

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

## **EXHIBIT A**

### **A POLICY ESTABLISHING PROCEDURES FOR THE ORDERLY AND UNIFORM ADMINISTRATION OF THE SANTA FE COUNTY PROCESS FOR ROAD ACCEPTANCE, DESIGNATION OR RE-DESIGNATION, AND FOR THE VACATION OF COUNTY-MAINTAINED ROADS**

**SECTION 1. GENERAL PROVISIONS AND PURPOSE.** --- The purpose of this Policy is to establish procedures for the orderly and uniform administration of the Santa Fe County process for road acceptance, designation or re-designation, and vacation of County-Maintained roads.

**SECTION 2. AUTHORITY.**--- This policy is authorized by NMSA 1978 Sections 4-37-1 (1975), 67-5-4 (1905, as amended), and 67-5-5 (1905, as amended).

**SECTION 3. APPLICABILITY.** --- This policy applies within the unincorporated areas of Santa Fe County, New Mexico.

#### **SECTION 4. ROAD MAINTENANCE.** ---

**A. Maintenance Limited to Roads designated as County Roads.**--- Only roads which have been designated as County Maintained Roads pursuant to this document shall be maintained by the County. Non-County Maintained Roads will not be maintained except in an emergency as described herein.

**B. No Warranty of Maintenance.**--- Although the County shall endeavor to maintain each County Maintained Road in the best possible condition, maintenance of any road is contingent on adequate funding and the limitations of manpower, weather and equipment. Accordingly, this document shall not be construed as making any representation, warranty, guarantee or promise that any road, regardless of designation, will be maintained to any particular standard.

**C. Maintenance Requests.**--- Maintenance of a County Maintained Road may be requested by calling the Department of Public Works, or by filling out a request either in person or over the internet. If the road is a County Maintained Road, a representative of the Department of Public Works will inspect the road to determine the maintenance needed.

## **SECTION 5. INITIAL DESIGNATION. ---**

Each County Maintained Road shall be initially classified by the Department of Public Works according to its maintenance status as of December 31, 2012 as described in the section below.

## **SECTION 6. DESIGNATION. ---**

**A. County Maintained Road.---** A road designated as a County Maintained Road is a road which has been accepted for full County maintenance. Each County Maintained Road is assigned a number or name and marked by a blue street name sign with yellow letters. Maintenance services on County Maintained Roads may include routine maintenance, snow removal, dust control, installation or replacement of base course, chip seal, asphalt, concrete or other paving, installation and repair of drainage structures, pot-hole repair, bridge construction and repair, signage, and periodic resurfacing. Upon approval of a resolution amending the designation of a road to a County Maintained Road from a lesser designation, the road shall meet County Maintained Road standards, and signs will be replaced with signs that designate the road as a County Maintained Road.

**B. Lesser County-Maintained Road. ---** A Lesser County-Maintained Road is a road which has been accepted for limited County maintenance. Each Lesser County-Maintained Road shall be designated as such. Services on an unpaved Lesser County-Maintained Road shall be limited to a maximum of twice-annual motor grading, signage, limited snow removal contingent on the availability of labor and equipment, and limited repairs. A precise maintenance program will be established for each road upon acceptance into this designation, and this maintenance program shall be recorded in the resolution accepting the road.

**C. Shared Maintenance.---** Maintenance of a Lesser Maintained County Road or a County-Maintained Road may be shared between the County and a private individual or individuals, a homeowners' association, a Public Improvement District, or a corporation, partnership, LLC or other entity. Shared maintenance must be documented in a binding written agreement or development agreement.

**D. Non-County-Maintained Road. ---** A Non-County-Maintained Road is a road which has *not* been accepted for County maintenance. A Non-County-Maintained Road may be a public road or a private road. Each Non-County-Maintained Road shall be designated as such. The County may install a County sign that indicates that a road which is Non-County-Maintained is not maintained beyond a certain point. Private roads and other roads that have not been accepted for County maintenance are Non-County-Maintained Roads for purposes of this paragraph. Non-County-Maintained roads shall; not be maintained by the County except in an emergency constituting an immediate threat to the public health, safety, welfare, or property, and then, only when a written agreement is executed wherein the County is fully reimbursed for the costs of the emergency work.



## SECTION 7. RE-DESIGNATION. ---

**A. Procedure. ---** A road may be assigned to a different maintenance designation only by following the procedure set forth herein.

### 1. Initiating Re-designation. ---

#### a. Application Required.

i. Any person with a real property interest in a road or whose property abuts a road may apply for re-designation to a different maintenance status. The application shall be on a form prescribed by the Department of Public Works, an example of which is attached as Appendix A. Alternatively, a petition may be filed to establish a public highway pursuant to NMSA 1978 Section 67-5-20 (1905) (containing the names and signatures of all the owners of all the land through which said road passes through, along with a plat of the road along with an application). A request for re-designation may be initiated by the County, in which case no application or petition shall be necessary.

ii. As required by NMSA 1978, Section 67-5-5 (1905, as amended), an application to establish a new County-maintained road shall be accompanied by a petition signed by ten freeholders residing within two miles of the road right-of-way. The petition shall set forth a description of the road and set forth the points of terminus of the road.

iii. If several persons apply together for re-designation of a road, the persons shall select a person to serve as the representative during the application process. That person shall sign the application and will be the point of contact for purposes of discussions with staff.

iv. A copy of the most recent deeds or plats of lands encompassing the road shall be submitted along with the application.

v. If the application is filed by a person as opposed to the County, an application, investigation, and a viewing fee established by the Department of Public Works must accompany the application. Checks shall be made payable to the Santa Fe County Treasurer.

vi. If any parcel that abuts the road right-of-way has delinquent property taxes at the time application is made, the taxes must be brought current or the taxes must be challenged pursuant to the procedure set forth in New Mexico statutes, prior to the application being accepted for processing.

vii. The application must clearly identify any known waivers to the road standards application to the designation sought. For example,

if the road is not constructed to County road standards and a waiver is requested, the application must clearly state that a waiver is requested, why the waiver is being requested, and identify the standards for which a waiver is sought. In general, a waiver will only be considered if it is determined by staff and the Road Advisory Committee that an extreme health and safety issue exists.

**2. Optional Pre-Application Meeting.**--- Prior to filing the application, the applicant may meet with staff of the Department of Public Works, who will review the application for completeness and sufficiency.

**3. Research and Inventory.** --- Upon filing of the application and payment of the fee, the Department of Public Works shall conduct research into the ownership of the road for which re-designation is sought and conduct a traffic study to determine average daily trips (ADTs). If title work is required, the applicant shall reimburse the County for the costs of the title research. The Department shall conduct a public hearing on the proposed re-designation. The Department of Public Works shall also visit the site, measure the road, evaluate its condition, evaluate any drainage or other maintenance risks, determine the location of above-ground or underground utilities, conduct a traffic impact analysis, determine any driving hazards, determine the primary use of the road, and conduct any required testing.

**4. Viewing.**--- When a petition is received pursuant to NMSA 1978, Section 67-5-5 (1905, as amended), the Road Advisory Committee shall appoint three of its members as reviewers to view and mark out the road in question as described in NMSA 1978 Section 67-5-12 (1905), fix a time for the view, and cause notices to be posted in three public places along the road at least (5) five calendar days prior to the day fixed for the site inspection. No member of the Road Advisory Committee shall be appointed as a viewer who has any financial or familial interest (to the second degree) in the road in question. The viewers shall, pursuant to NMSA 1978, Section 67-5-10, assess damages and benefits that may accrue to the owner or owners of any of the lands over which the road may pass, and assess the proper cost of reclassifying such road. The viewers shall file a report of the inspection in the office of the County Clerk at least (10) ten calendar days prior to the next regular meeting of the Board of County Commissioners, signed by each of the viewers with a full statement of their proceedings, all pursuant to NMSA 1978 Section 67-5-14 (1905).

**5. Design and Construction Standards.** --- Each non-County-maintained road proposed to become a County-Maintained road shall meet the minimum design and construction standards established by the County at the time of application. This includes, but is not limited to, standards established by the Land Development Code and the Sustainable Land Development Code, as applicable, standards established by the Department of Public Works, and the Standard Specifications for Highway and Bridge Construction of the New Mexico Department of Transportation. Alternatively, if the road does not meet applicable standards at the time of application, the creation of a County Improvement District or Public Improvement District can be used to finance the work necessary to bring the road up to standards, as described in Section 10 below. Lesser

Maintained County Roads may deviate from the specifications but only so long as the minimum maintenance provided for a Lesser Maintained County Road (motor grading, signage, limited snow removal, and limited repairs) can be accomplished efficiently, but a Lesser Maintained County Road shall not under any circumstances deviate from safety requirements.

**6. Prepare Report And Recommendations. ---** Based on the study of the requested re-designation, the Road Advisory Committee shall prepare a report which addresses the condition of the road, its estimated annual maintenance cost, need for re-designation, availability of right-of-way, any unusual problems or conditions discovered during its research and inventory, and evaluate the road according to the criteria set forth in Section 7(A)(11), herein. The Road Advisory Committee shall indicate in the report whether its preliminary investigation indicates the request should be approved, modified, denied, or approved with conditions. A copy of the report shall be provided to the applicant and the Board of County Commissioners. If the report recommends the request be approved, preliminary approval shall be granted and the Department of Public Works may proceed with the approval process described below, except that any conditions imposed on the approval shall be completed before final approval is granted.

**7. Timeline ---** Upon receipt of a completed application, the Department of Public Works will research ownership of the properties on the road being requested for maintenance or re-designation within sixty (60) calendar days (any required title work may extend this timeframe). The Department of Public Works will conduct a public hearing for acceptance or re-designation within (30) thirty calendar days of completion of property ownership search. The Department of Public Works will complete its evaluation of the road within thirty (30) fifteen calendar days after the public hearing is held. The Road Advisory Committee will appoint (3) three of its members to review the road at its next scheduled meeting and conduct the onsite inspection within (10) calendar days of the date when the application is deemed complete. The report compiled by the Road Advisory Committee will be filed with the Santa Fe County Clerk's Office within (5) five calendar days of completion of the report. The Santa Fe County Board of County Commissioners will take action on the request at the next regularly scheduled Board of County Commission Meeting.

**8. Acquire Right-Of-Way or Easement. ---**

**a. Grant of right-of-way.** Each property owner with an ownership in a road which is proposed to be reclassified for County maintenance shall execute a Request for County Road Maintenance as County-Maintained Road and Grant of Right-of-Way or Easement, Appendix A, prior the application being deemed complete. The Request for County Road Maintenance as County-Maintained Road and Grant of Right-of-Way or Easement shall be properly filed and recorded with the County Clerk, but only after execution of the Resolution of Final Approval.

**b. Government Property.**--- Roads located on government property (federal, state, municipal, special districts) may be reclassified only where a license, right-of-entry, right-of-way, easement, or deed is provided and accepted by the County. Roads located on property held by the United States Government in trust for a Native American Pueblo may be maintained under a license or written agreement from the Tribe or Pueblo or under a lease from the Bureau of Indian Affairs, as appropriate.

**c. Terms of Dedication.**--- Each right-of-way or easement granted hereunder shall offer an unconditional dedication to Santa Fe County for maintenance and public use. The County may accept the dedication either contemporaneous with the dedication or subsequently, but is not obligated to accept the road for maintenance unless the provisions of this ordinance are satisfied.

**d. Title insurance.** --- If right-of-way in fee is acquired, at the time of transfer or closing, title insurance that shows clear title to the road may be required by the County and, if required, shall be provided by the applicants, in form acceptable to the County. Claims that dispute the ownership of the road shall be addressed prior to the County taking ownership.

**e. Survey.** --- At the time of transfer, a survey and plat of survey in a form acceptable to the County and prepared by a Registered New Mexico Land Surveyor meeting the Minimum Qualifications for Land Surveying in New Mexico, shall be required. If a new survey must be performed to meet this requirement, the costs of the survey shall be borne by the applicant.

**9. Environmental Assessment.** --- A Phase I Environmental Assessment shall be conducted on each road where reclassification to a County maintained classification from a non-County-maintained status is sought. The costs shall be borne by the applicant.

## **10. Identification of Funding.**

**a. Identification of Funds to Make Necessary Improvements.** Funds for identified capital improvements or for usual and customary maintenance must be identified as set forth herein.

**b. Funding Sources for Capital Improvements.** A road that requires capital improvements prior to reclassification must be identified on the County's Capital Improvements Plan (CIP) and Infrastructure Capital Improvements Plan (ICIP), as appropriate. Revenue to fund projects identified on the CIP may come from the applicant(s), general revenue of the County, general obligations bonds, gross receipts revenue bonds, a development agreement, public improvement districts ("PIDs"), tax incentive districts ("TIDs"); County Assessment Districts, fees, assessments and taxes

and public and private utility rates, charges and fees, loans, incentives, funds and grants provided by regional providers and state and federal agencies.

**10. Final Decision.** — Once the application is deemed complete by the Department of Public Works, a copy of the request for re-designation, report of the Road Advisory Committee, right-of-way documents, the report of the viewers, and the centerline survey map, shall be submitted to the Board of County Commissioners, who shall make the final decision. In considering a request, the Board of County Commissioners shall consider the re-designation standards set forth at Section 7(A)(11), herein. If the request is approved, the Board shall execute a Resolution of Approval, which shall include the number, composition, length, condition, location of the road, together with all information required by NMSA 1978 Section 67-5-17 as appropriate. If the road was previously a Non-County-Maintained Road and is becoming a either a Lesser County-Maintained or a County-Maintained Road, the Resolution of Approval shall order the road made open for travel and declared a public highway, and shall order copies of the Resolution of Approval posted at three public places along the line of said road, giving all parties (60) sixty calendar days notice of the commencement of County maintenance and public use. The Resolution of Approval, together with the report of the viewers, shall, pursuant to NMSA 1978, Section 67-5-16 (1905) be recorded in the office of the County Clerk.

**11. Criteria.**----

**a. In General.** The Board of County Commissioners, in its absolute and complete discretion, may direct changes in the designation of a road (e.g. from non-county-maintained, to lesser maintained, to jointly maintained, to fully maintained, or downward designation) from time to time or in response to an application filed pursuant to this policy, so long as the conditions of this policy have been met.

**b. Disqualifying Factors to a Designation Change.** A road shall not be re-designated for any County maintenance designation if maintenance is impossible, dangerous, or unreasonably costly, as determined by the Department of Public Works. Nor shall any road be re-designated for County maintenance if environmental problems exist.

**c. Factors to be Considered.** Factors that the Board will consider in making its decision are described below; staff will provide a detailed evaluation of these factors in a report that will be presented to the Board at the time it makes its decision. In general, an application will evaluate poorly if the road does not meet design and construction criteria at the time of acceptance and the applicant is unwilling or unable to improve the road as necessary or create or consent to a special funding mechanism to do so.

**d. Technical Factors:**

- i. Whether the road is designed and constructed to County standards as established herein;
- ii. Whether clear title to the road exists and whether title can and will be transferred to the County upon acceptance;
- iii. Whether past environmental contamination or past environmental contamination exists;
- iv. Whether the road exhibits any unusual maintenance characteristics;
- v. Whether a significant number of persons rely on the road for access and whether a minimum of 100 average daily trips (ADTs) are associated with the road;
- vi. Whether, if a minimum of 100 ADTs is not achieved as described in the previous paragraph, whether any of the following conditions exist:
  - a. Whether the roadway borders at least two separate property owners per one-half mile;
  - b. Whether the connects to at least one federal, state, county (fully maintained), or municipal road;
  - c. Whether a cost-benefit analysis is appropriate for submittal to the Road Advisory Committee given the use of the road;
- vi. Whether there is a high number of vehicle accidents and injuries or deaths associated with the road;
- vii. Whether the road is needed for emergency access;
- viii. Whether the road is presently classified as a school bus route or is expected to be so classified in the future;
- ix. Whether there exist dust problems or other public environmental health issues associated with the road;
- x. Whether there are drainage and flood hazards associated with the road;

- long-range planning documents;
- xi. Whether the road has been identified on County
- xii. Whether damage or benefits may accrue to any person(s) as a result of the proposed re-designation;
- xiii. Whether economic benefit will accrue from the proposed re-designation;
- xiv. Whether an adequate easement or right-of-way exists for the road in question; and
- xv. Whether utility corridors and utility/fixture relocation are needed on the proposed road that will not be provided absent re-designation.

**e. Financial Factors —**

- i. If the road is deficient in design or construction, whether the applicant(s) intend to improve the road to County standards prior to acceptance;
- ii. If the road is deficient in design or construction, whether County or legislative funding will be used to construct the road, or whether the applicant(s) are willing to create a public improvement district (PID) pursuant to Resolution No. 2006-40 and the Public Improvement District Act, NMSA 1978, Section 5-11-1 through 5-11-27 (2001)( as amended), a County Improvement District pursuant to the County Improvement District Act, NMSA 1978, Sections 4-55A-1 through 4-55A-43 (1980)(as amended), or a Tax Increment District pursuant to the Tax Increment for Development Act, NMSA 1978 Section 5-15-1 through 5-15-28 (2006)(as amended).
- iii. If the road will require extraordinary maintenance, whether the applicant(s) are willing to create a County Maintenance District pursuant to NMSA 1978, Section 67-4-20 through 67-4-24 (1969)(as amended);
- iv. If the road is deficient in design or construction, whether the applicant(s) are willing to provide the necessary improvements or provide funding for improvements provided by the County with its own forces through the appropriate agreement;
- v. Whether the road exhibits any costly or unusual maintenance expenses; and
- vi. The costs of acquisition of right-of-way or other necessary property.

**12. Signage, Maintenance Change, Map Entry.** --- After execution of the Resolution of Approval, County staff shall indicate any re-designation on official Santa Fe County road maps and on other Santa Fe County official publications, make any necessary change in signage, and modify the maintenance schedule as necessary.

**B. Exceptions.** --- The re-designation procedure set forth herein for re-designation of County roads shall not apply to any road whose re-designation is mandated by a court of competent jurisdiction, where changes in designation are required by repair or construction work, or as a result of an emergency. The abandonment or vacation of County roads, which is governed by the standards and procedures set forth in NMSA 1978, Section 67-5-4 (1905, as amended), is described in Section 8 below. Re-designation to a lesser-maintained County road status from a County-maintained road status does not constitute abandonment or vacation, and such a re-designation may be accomplished through the procedures set forth herein.

**C. Contingent Approval.** --- The Board of County Commissioners may condition its approval of a classification change upon completion of improvements, funding of improvements or maintenance, or the execution of documents. Any such conditions shall be set forth in the Resolution of Approval. Conditional approval shall become void one (1) year from the date of the Resolution of Conditional Approval; if all conditions are not met within one year, the road shall automatically revert to its previous classification without further action. Where contingencies exist, the deed of right-of-way may contain the appropriate right of reverter to provide for retransfer of the lands granted after a reasonable time.

## **SECTION 8. ABANDONMENT OR VACATION.**

**A. Procedure.** The Board of County Commissioners may determine that any road or part of road currently designated as lesser or fully County-maintained may no longer be needed, or that the repairs of the same may be burdensome and in excess of the benefits conferred. In this case, the Board of County Commissioners will follow the following procedure.

**B. Viewing.** At a regular meeting, the Board shall direct the Road Advisory Committee to appoint three of its members who meet the requirements described in NMSA 67-5-4 (1905, as amended) and section 7.A.4 of this ordinance to view such road or part of road. These members will evaluate the road or part of road against the criteria found in section 7.11.D and compile a report setting forth fully their findings.

**C. Notice of Viewing.** Any person with a real property interest in the road or whose property abuts the road will be notified of the evaluation by the Road Advisory Committee or Department of Public Works staff.



**D. Report and Recommendations.** The Road Advisory Committee report will be presented to the BCC at their next regular meeting. If the report recommends a discontinuance of such road or part of road, then the BCC may order the same vacated.

**E. Maintenance Only.** If the road or part of road is ordered vacated for maintenance purposes only, the Department of Public Works shall perform a final set of maintenance activities to the affected road and remove all applicable signage. Public access easements for the road are not vacated by this process and will remain intact.

APPENDIX A  
SANTA FE COUNTY  
REQUEST FOR COUNTY MAINTENANCE  
AS A COUNTY-MAINTAINED ROAD  
AND  
GRANT OF RIGHT-OF-WAY OR EASEMENT

Road Name or No. \_\_\_\_\_

Request for County Road Maintenance.

The undersigned landowner requests that the above-referenced road be maintained by the Santa Fe County Department of Public Works as a (Check one):

\_\_\_\_\_ County-Maintained Road  
\_\_\_\_\_ Lesser County-Maintained Road  
\_\_\_\_\_ Shared Maintained Road

Grant of Right-of-Way Easement.

The undersigned landowner hereby grants a permanent right-of-way easement along the existing roadway to Santa Fe County for the purpose of road maintenance. The easement shall be as wide as is reasonably necessary to move road machinery and equipment along or adjacent to the existing roadway without damage to presently existing fences or other structures, but in no event shall the width of the easement on either side of the roadway exceed \_\_\_\_\_ feet from the center line of the road.

WITNESS my (our) hand(s) and seal(s) this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

LANDOWNER

LANDOWNER

\_\_\_\_\_  
(Name Printed)

\_\_\_\_\_  
(Name Printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Attachment 2: Road Acceptance Policy Viewing Fee Calculations

TRAFFIC STUDY

Administrative Staff Costs	Description	Quantity	Unit	Cost	Extended Total
Traffic Mobility Tech. \$22.26/hr including benefits	Jamar Traffic Recorder Setup and Take down	2	hour	\$ 22.26	\$ 44.52
Traffic Mobility Tech. \$22.26/hr including benefits	Process Traffic Count Data	1	hour	\$ 22.26	\$ 22.26
Fuel for Field Inspections vehicle	2 round trips (Initial setup and Removal) 50 Mile Avg.	100 miles @ 12 Miles per gallon	miles	\$ 3.57	\$ 29.74
			<b>TOTAL</b>	<b>\$</b>	<b>\$ 96.52</b>

TESTING - ASPHALT CORING

Administrative Staff Costs	Description	Quantity	Unit	Cost	Extended Total
Soils Lab Tech \$30.30/hr including benefits	1 round trip - 50 mile Avg.	1	hour	\$ 30.30	\$ 30.30
2 flagmen @ \$14.77/hr including benefits	1 round trip - 50 mile Avg.	2	hour	\$ 14.77	\$ 29.54
Fuel for vehicle	1 round trip - 50 mile Avg.	50 miles @ 12 Miles per gallon	hour	\$ 3.57	\$ 14.88
Soils Lab Tech \$30.30/hr including benefits	Asphalt coring 2 holes -1 in each lane of travel	0.5	hour	\$ 30.30	\$ 15.15
2 flagmen @ \$14.77/hr including benefits	Traffic control for coring	1	hour	\$ 14.77	\$ 14.77
			<b>TOTAL</b>	<b>\$</b>	<b>\$ 104.64</b>
Soils lab tech & flagmen	Additional asphalt coring required every 500 feet	2 holes - 1 in each lane of travel	each	\$ 29.92	\$ 29.92

ROAD EVALUATION

Administrative Staff Costs	Description	Quantity	Unit	Cost	Extended Total
Road Maint. Mgr @ \$49.52/hr including benefits	Road inspection & evaluation	2	hour	\$ 49.53	\$ 99.06
Fuel for Field Inspections vehicle	1 round trip - 50 Mile Avg.	50 miles @ 12 Miles per gallon	miles	\$ 3.57	\$ 14.88
Administrative staff @ \$20.00/hr including benefits	Research ownership of road	2	hour	\$ 20.00	\$ 40.00
			<b>TOTAL</b>	<b>\$</b>	<b>\$ 153.94</b>

ROAD EVALUATION	\$150.00
TRAFFIC STUDY	\$100.00
ASPHALT TESTING	\$100.00 first 500 feet
	\$30.00 every 500 feet thereafter



## Excerpt of Dona Ana County Fee Schedule

§ 159-4	Application for formation of PID	\$25,000
§ 159-5	PID administration expense	\$5,000
<b>Chapter 159, Article II — Tax Increment Development Districts</b>		
§ 159-10	Application for formation of TIDD	\$25,000
§ 159-11	TIDD administration expense	\$5,000
<b>Chapter 200 — Fireworks</b>		
§ 200-7D	Permit for public display of fireworks	\$100
§ 200-80	Fireworks sales permit	\$25
<b>Chapter 232 — Itinerant and Temporary Vendors</b>		
§ 232-6	Itinerant vendor's license	\$35/year
§ 232-6	Temporary site-specific vendor's license	\$5/day; not to exceed \$25
<b>Chapter 254 — Liquid Waste Disposal</b>		
§ 254-5A	Disposal of liquid waste at County disposal facility	\$0.05/gallon; minimum \$10
<b>Chapter 274 — Use of Rights-of-Way</b>		
§ 274-3E	Application for use of County right-of-way	\$200
§ 274-3H	Usage fee	
	Trenching and uses below ground level:	
	12 inches by 36 inches to 24 inches by 48 inches	\$0.10/lineal foot
	Greater width and depth	\$0.15/lineal foot
	Placement of facilities above ground level:	
	First 90 lineal feet	Minimum of \$150
	More than 90 lineal feet	\$1.50/lineal foot
§ 274-3J	Service hook-ups	
	No pavement cut necessary	\$50
	Pavement cut necessary	\$100
§ 274-3K	Maintenance/Repair permit	\$100
	Excavation to exceed 250 feet	\$200, plus usage fee set forth in § 274-3H
§ 274-13	Reinstatement of suspended permit	\$200
§ 274-15	Appeal from decision of Right-of-Way Administrator	\$50
<b>Chapter 279, Roads, Part 7 — Acceptance of Private Roads</b>		
§ 279-159I	Application for road acceptance	\$250 minimum
<b>Chapter 300 — Subdivision of Land</b>		
§ 300-34	Subdivision application	\$800, plus \$15/lot
	Summary review plat	\$200
	Variance	\$100/request
	Claim of exemption	\$25





## SANTA FE COUNTY FISCAL IMPACT REPORT (FIR)

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

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

### Section A. General Information

☐ Ordinance ☒ Resolution ☐ Other

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

Short Title(s):

Road Acceptance Viewing Fee

Reviewing Division(s):

Person Completing FIR:

Robert Martinez

Date: 6/13/2014

Phone: 992-3015

### Section B. Summary

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

This resolution adopts a road acceptance viewing fee schedule in accordance with Paragraph 7.A.1.a.v of the County's road acceptance policy. It is anticipated that 1 application per year may be submitted that will have no major impact to Operations and Maintenance resources. This viewing fee is to compensate the county for property owner research, a traffic study and asphalt testing if required.

### Section C. Fiscal Impact

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

- a. The item must be presented to the Finance Division for analysis and recommendation as a potential request to increase the existing budget for the county.
- b. Detailed budget information must be included, such as funding source, amounts and justification.

- c. Detailed salary and benefit for new full-time equivalents (FTE's) must be included. The request must be approved by the staff of the Human Resources Division for each new FTE request.

### 1. Projected Expenditures:

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

Exp. Classification	FY 15	"A" or "N"	"R" or "NR"	FY 16	"A" or "N"	"R" or "NR"	Funds affected
Salary and Benefits	\$350	A	NR	\$350	A	NR	General
Maintenance							Select or type...
Other Operating							Select or type...
Contractual Services							Select or type...
Capital Requirements							Select or type...
Total							

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

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

### 2. Revenue Sources:

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



Type of Revenue	FY 15	"R" or "NR"	FY 16	"R" or "NR"	Funds Affected
Application fee	\$350	NR	\$350	NR	General
				NR	Select or type...
				NR	Select or type...
				Select..	Select or type...
Total	\$350		\$350		

**3. Expenditure/Revenue Narrative:**

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

The revenues received from this fee is to only cover staff's actual expenses for salaries and fuel for site visits.

**Section D. General Narrative****1. Conflicts:**

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

**2. Consequences of Not Enacting This Ordinance/Resolution:**

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

Road acceptance requests can't be process until the Road view fee is adopted.

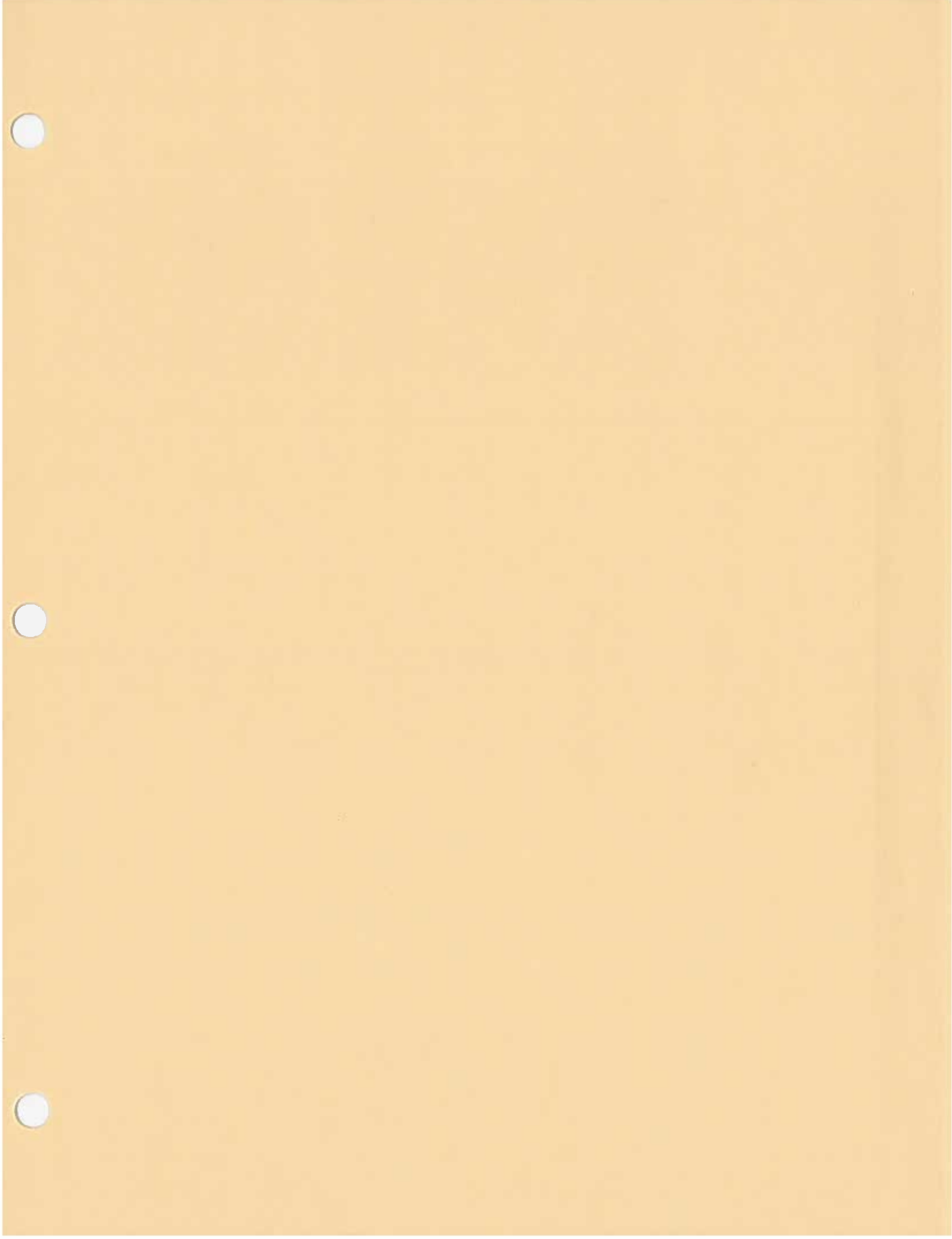
**3. Technical Issues:**

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

**4. Community Impact:**

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







Daniel "Danny" Mayfield  
*Commissioner, District 1*

Miguel M. Chavez  
*Commissioner, District 2*

Robert A. Anaya  
*Commissioner, District 3*



Kathy Holian  
*Commissioner, District 4*

Liz Stefanics  
*Commissioner, District 5*

Katherine Miller  
*County Manager*

DATE: June 17, 2014

VIA: Katherine Miller, County Manager 

FROM: Kathy Holian, Commissioner, District 4

RE: Request for Approval of Resolution No. 2014-\_\_\_\_, A Resolution in Support of "Solarize Santa Fe!", A Public Outreach, Marketing and Technical Assistance Initiative Promoting the Viability of Solar Photovoltaic and Solar Thermal Systems

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**ISSUE:**

On the agenda for your consideration is a resolution in support of "Solarize Santa Fe!", a new City and County of Santa Fe initiative to cooperatively promote the viability of solar systems to the commercial and residential sectors.

**BACKGROUND:**

As the Resolution indicates, the Board of County Commissioners and the Santa Fe City Council have previously adopted a number of policies in support of stimulating the solar economy in our region. This resolution, in concert with the City Council having already adopted a similar resolution on June 11<sup>th</sup>, establishes a formal commitment for the two entities to jointly engage in public outreach and marketing activities within the City of Santa Fe and throughout the County to promote solar projects, thereby stimulating job creation and economic development.

THE BOARD OF COUNTY COMMISSIONERS OF  
SANTA FE COUNTY

RESOLUTION NO. 2014- \_\_\_\_\_

---

**A RESOLUTION IN SUPPORT OF “SOLARIZE SANTA FE!”, A PUBLIC OUTREACH, MARKETING AND TECHNICAL ASSISTANCE INITIATIVE PROMOTING THE VIABILITY OF SOLAR PHOTOVOLTAIC AND SOLAR THERMAL SYSTEMS TO THE COMMERCIAL AND RESIDENTIAL SECTORS; DIRECTING STAFF TO WORK WITH THE CITY OF SANTA FE, THE SANTA FE GREEN CHAMBER OF COMMERCE AND THE SANTA FE ALLIANCE FOR CLEAN ENERGY AND OTHER RELEVANT ENTITIES IN IMPLEMENTING THE INITIATIVE**

---

WHEREAS, the Board of County Commissioners (the BCC) adopted the 2010 Sustainable Growth Management Plan which includes a number of policy directives related to promoting solar power in the County;

WHEREAS, the BCC recently adopted the Santa Fe County Economic Development plan which identifies stimulating the County’s renewable energy businesses as a high priority;

WHEREAS, initiatives to increase demand for solar power systems by homeowners and businesses can stimulate job creation and expand economic development opportunities throughout the County;

WHEREAS, solar photovoltaic systems have dramatically decreased in price such that they are about half the cost they were just five years ago;

WHEREAS, both solar photovoltaic and solar thermal systems are quite cost effective and yet many homeowners and businesses remain unaware of this reality;

WHEREAS, Santa Fe County now seeks to formally recognize its desire to support a public outreach, marketing and technical assistance campaign, which will hereafter be referred to

as the Solarize Santa Fe! campaign, the objective of which is to stimulate the installation of solar electric and solar thermal systems throughout Santa Fe County, including within the incorporated areas of the County, by informing and educating citizens and businesses about: 1) the degree to which solar systems are now cost-effective, and 2) the financing options and tax incentives that are available to pay for those systems;

**WHEREAS**, the Solarize Santa Fe! campaign will also be designed to facilitate citizens and businesses to purchase solar systems for their homes and facilities;

**WHEREAS**, the two-pronged marketing strategy of Solarize Santa Fe! will be to: 1) achieve as much free media coverage as possible, including press releases, outreach events, and guest commentaries in local publications, and 2) dedicate adequate funding for an aggressive paid advertising campaign;

**WHEREAS**, the Solarize Santa Fe! campaign is intended to develop a cooperative initiative involving the County of Santa Fe, the City of Santa Fe, the Santa Fe Green Chamber of Commerce and the Santa Fe Alliance for Clean Energy and the collaboration is expected to require the regular input of the solar industry and lending institutions;

**WHEREAS**, the City of Santa Fe adopted the Sustainable Santa Fe Plan in 2008 which establishes policy goals to promote renewable energy deployment;

**WHEREAS**, the Santa Fe Green Chamber of Commerce (SFGCC) is a chapter of the statewide, non-profit New Mexico Green Chamber of Commerce whose mission is to generate economic development by advocating on behalf of renewable energy and strengthening local economies; and

WHEREAS, the mission of the Santa Fe Alliance for Clean Energy (SFACE), a non-profit organization, is to galvanize the renewable energy industry in Santa Fe and spur economic development, create green jobs and reduce energy use.

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

1. The BCC supports the Solarize Santa Fe! campaign, as described herein, and directs staff to take necessary and legal actions for the successful implementation of the initiative;
2. Staff is directed to work with the City of Santa Fe to determine the City's interest in supporting the Solarize Santa Fe! campaign;
3. Staff is directed to work with the City of Santa Fe to encourage the City to adopt a resolution declaring its support for the Solarize Santa Fe! campaign; and
4. Staff shall explore legal mechanisms for collaborating with both public and private entities to further the Solarize Santa Fe! campaign.

**APPROVED, ADOPTED AND PASSED** this 10<sup>th</sup> day June, 2014.

**BOARD OF COUNTY COMMISSIONERS**

---


Daniel W. Mayfield, Chairman

**Attest:**

---

Geraldine Salazar, Santa Fe County Clerk

**Approved As To Form:**

Gregory S. Shaffer, County Attorney



## SANTA FE COUNTY FISCAL IMPACT REPORT (FIR)

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

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

### Section A. General Information

☐ Ordinance ☒ Resolution ☐ Other

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

Short Title(s): Support for "Solarize Santa Fe!" Campaign

Reviewing Division(s): Public Works - Office of Renewable Energy

Person Completing FIR: Craig O'Hare

Date: 5/30/2014 Phone: 992-3044

### Section B. Summary

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

The resolution seeks Commission endorsement of and support for the multi-year "Solarize Santa Fe!" initiative - a public outreach, marketing and technical assistance campaign promoting solar thermal and solar photovoltaic systems to the commercial and residential sectors throughout the County. The initiative is a cooperative effort with the City of Santa Fe. The City is expected to adopt a similar resolution in June. The County portion of the initiative will implement outreach activities, as we currently do, throughout the entire County (i.e not just the greater Santa Fe metropolitan area).

### Section C. Fiscal Impact

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

- a. The item must be presented to the Finance Division for analysis and recommendation as a potential request to increase the existing budget for the county.

- b. Detailed budget information must be included, such as funding source, amounts and justification.
- c. Detailed salary and benefit for new full-time equivalents (FTE's) must be included. The request must be approved by the staff of the Human Resources Division for each new FTE request.

### 1. Projected Expenditures:

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

Exp. Classification	FY 15	"A" or "N"	"R" or "NR"	FY	"A" or "N"	"R" or "NR"	Funds affected
Salary and Benefits		A					Select or type...
Maintenance							Select or type...
Other Operating	\$10,000	A	NR				Special Revenue _
Contractual							Select or type...
Services							
Capital							Select or type...
Requirements							
Total							

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

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

### 2. Revenue Sources:

- a. To indicate new revenues and/or
- b. Required for costs for which new expenditure budget is proposed above in item 1.

c. Please provide additional fiscal impact information for years 3 and 4 in the Expenditure/Revenue Narrative.

Type of Revenue	FY	"R" or "NR"	FY	"R" or "NR"	Funds Affected
				Select..	Select or type...
Total	\$0		\$0		

### 3. Expenditure/Revenue Narrative:

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

Expenditures: \$10K is estimated for the paid advertising component of this initiative, and is included in the FY15 budget from the Clean Energy Fund (101-1475-446). It is envisioned that the City will contribute a similar amount for advertising. If the program is successful and continues to be supported by the BCC, a similar funding request is envisioned for FY16.

## Section D. General Narrative

### 1. Conflicts:

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

Resolution is consistent with renewable energy policy directives in the 2010 Sustainable Growth Management Plan and the 2014 Economic Development Plan.

### 2. Consequences of Not Enacting This Ordinance/Resolution:

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

The broader, multi-agency Solarize Santa Fe! campaign with the City will not be implemented but County staff will continue to promote solar power.

### 3. Technical Issues:

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

No

### 4. Community Impact:

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

Solarize Santa Fe! hopes to stimulate economic development in the County by increasing solar project installations. The campaign also intends to assist County citizens and businesses with keeping their energy utility expenditures manageable and achieving their environmental

 No file attached    No file attached    No file attached





Daniel "Danny" Mayfield  
Commissioner, District 1

Miguel M. Chavez  
Commissioner, District 2

Robert A. Anaya  
Commissioner, District 3



Kathy Holian  
Commissioner, District 4

Liz Stefanics  
Commissioner, District 5

Katherine Miller  
County Manager

**DATE:** June 12, 2014

**TO:** Board of County Commissioners

**VIA:** Katherine Miller, County Manager

**FROM:**   
Chris M. Barela, Constituent Service Liaisons

**RE:** A Resolution to support the creation of a new Boys and Girls Club in the southern part of the City of Santa Fe in the recently annexed Tierra Contenta area

Board of County Commission meeting June 24, 2014

**BACKGROUND AND SUMMARY:**

A great majority of our youth in Santa Fe currently lives on the south side of town and is being under served with after school programs, outdoor recreation and many other opportunities for enriched and recreational activities. Youth that attend the Boys and Girls Club experience improvement in social behavior skill development and student performance.

**REQUEST ACTION:**

Commissioner Robert A. Anaya respectfully request that the Board of Santa Fe County Commissioners support this Resolution, the creation of a new Boys and Girls Club in the southern part of the City of Santa Fe in the recently annexed Tierra Contenta area.

**SANTA FE COUNTY**  
**RESOLUTION NO. 2014-\_\_\_\_**

**A RESOLUTION TO SUPPORT THE CREATION OF A NEW BOYS AND GIRLS CLUB IN THE SOUTHERN PART OF THE CITY OF SANTA FE IN THE RECENTLY ANNEXED TIERRA CONTENTA AREA**

**WHEREAS**, the majority of youth in Santa Fe currently reside on the south side of town where there is limited outdoor recreation space and age-appropriate programming (2,292 or 33% of the Tierra Contenta neighborhood children are under the age of 18); and

**WHEREAS**, after school programs are recognized as a critical tool to keep kids safe, help working families and support student learning; and

**WHEREAS**, after school programs not only improve academic achievement but they also increase attendance and interest in school and are a critical component in closing the achievement gap; and

**WHEREAS**, after school programs offer children opportunities for enrichment and recreational activities as well as positive social interaction with their peers and caring adults; and

**WHEREAS**, there are no year-round programs for children ages 5-18 located in the southwest sector of Santa Fe; and

**WHEREAS**, the Boys and Girls Clubs of Santa Fe are community-based, building-centered, professionally staffed non-profit organization that offers youth development programs, determined by local need and available resources, to meet the interests and needs of young people ages 5-18; and

**WHEREAS**, the Boys and Girls Clubs of Santa Fe provide a safe place for kids to play, make friends, and learn during out-of-school time, including the summer; and

**WHEREAS**, the Boys and Girls Clubs of Santa Fe offer life-changing programs that help youth advance in three key outcome areas: Academic Success, Good Character, Citizenship and Healthy Lifestyles.

**WHEREAS**, the Boys and Girls Clubs of Santa Fe offer opportunities to build new skills so that kids can succeed and receive recognition for personal accomplishments; and

**WHEREAS**, the Boys and Girls Clubs of Santa Fe create ongoing supportive relationships with caring adults and friends that foster a sense of belonging, responsibility, civility and civic engagement; and

**WHEREAS**, two new public schools are being constructed for grades K-8 in the southwest sector of Santa Fe and are scheduled to open in the Fall of 2014; and

**WHEREAS**, the south and southwest areas of town have had the greatest amount of student enrollment growth over the last decade, and on average, the southwest area has the greatest number of students per school; and

**WHEREAS**, the Boys and Girls Clubs of Santa Fe provide after school programs that offer enrichment activities for children such as arts and crafts, recreation and snacks; and

**WHEREAS**, the Boys and Girls Clubs of Santa Fe provide an all-day recreation program along with breakfast, lunch and an afternoon snack during the summer months; and



**WHEREAS**, children that attend the Boys and Girls Club experience improvement in social behavior, skill development and student performance

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Santa Fe County that the Santa Fe County Board of Commissioners expresses its support for the creation of a new Boys and Girls Club in the southern part of the City of Santa Fe in the recently annexed Tierra Contenta Area.

**PASSED, APPROVED, and ADOPTED** this 24th day of June, 2014.

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


**BY:**

\_\_\_\_\_  
Daniel W. Mayfield, Chair

**ATTEST:**

\_\_\_\_\_  
Geraldine Salazar, County Clerk

**APPROVED AS TO FORM:**

for:   
Gregory S. Shaffer, County Attorney



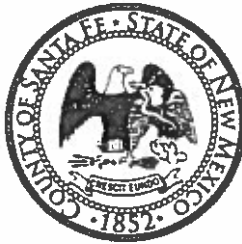




**Daniel "Danny" Mayfield**  
*Commissioner, District 1*

**Miguel M. Chavez**  
*Commissioner, District 2*

**Robert A. Anaya**  
*Commissioner, District 3*



**Kathy Holian**  
*Commissioner, District 4*

**Liz Stefanics**  
*Commissioner, District 5*

**Katherine Miller**  
*County Manager*

**Memorandum**

**To:** Santa Fe County Board of County Commissioners

**Through:** Katherine Miller, County Manager *[Signature]*  
Rachel O'Connor, Director, Community Services Department

**From:** Lupe Sanchez  
Santa Fe County DWI Program

**Date:** June 9, 2014

**Subject:** Request Approval of LDWI Detox Grant Agreement No. 15-X-I-G-27 with the New Mexico Department of Finance and Administration, Local Government Division, in the amount of \$300,000 to Provide Detoxification Services in Santa Fe County.

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**Issue:**

Request Approval of Local DWI (LDWI) Detox Grant Agreement No. 15-X-I-G-27 with the New Mexico Department of Finance and Administration, Local Government Division, in the amount of \$300,000.00 allowing the Santa Fe County DWI program to provide Santa Fe County residents with a professional alcohol and drug detoxification facility to serve public inebriates and others suffering from alcohol and/or drug addiction.

**Background:**

LDWI funds are generated from excise tax on the sale of alcohol, collected by the New Mexico Department of Taxation and Revenue, and administered by the Department of Finance and Administration (DFA). In addition to a distribution which funds the Santa Fe County DWI Program, the County is also eligible to receive \$300,000 to provide detoxification services in Santa Fe County.

These services had been provided by the Santa Fe County Sobering Center until fiscal year 2011 when CHRISTUS St. Vincent Regional Medical Center assumed oversight of the Sobering Center.

The services were then provided via Professional Service Agreement #2011-0261-DWI/TRV procured through a sole source determination to continue providing detoxification services in Santa Fe County for fiscal year 2011. In 2012 RFP #2012-0052 was published in order to give agencies the opportunity to submit proposals to provide the service. CHRISTUS St. Vincent Regional Medical Center was the sole respondent to the RFP. This Grant Agreement will provide \$300,000 to Santa Fe County to pay for these services in fiscal year 2015.

**Staff Recommendation:**

Staff recommends approval of this Grant Agreement.

STATE OF NEW MEXICO  
DEPARTMENT OF FINANCE AND ADMINISTRATION  
LOCAL GOVERNMENT DIVISION  
DWI GRANT PROGRAM

DETOX GRANT AGREEMENT  
Project No. 15-X-I-G-27

**THIS GRANT AGREEMENT** is made and entered into by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Suite 201, Santa Fe, New Mexico 87501, hereinafter called the **DIVISION**, and the County of Santa Fe, hereinafter called the **GRANTEE**.

**WITNESSETH:**

**WHEREAS**, this Grant Agreement is made by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, and the Grantee, pursuant to the Local Driving While Intoxicated ("LDWI") Grant Program Act Sections 11-6A-1 through 11-6A-6, NMSA 1978, as amended (the "Act") and the LDWI Grant Program Regulations 2.110.4 NMAC (the "Regulations"); and

**WHEREAS**, on April 29, 2014, the DWI Grant Council awarded the Grantee \$300,000.00 to support alcohol detoxification and treatment facilities in New Mexico ("Project"); and

**NOW, THEREFORE**, the parties hereto do mutually agree as follows:

**ARTICLE I - SCOPE OF WORK**

- A. The Grantee agrees that it will implement, in all respects, the activities outlined in its Project Description, attached hereto as Exhibit "A" and made a part of this Grant Agreement.
- B. The Grantee agrees to make no change to the Project Description herein described without first submitting a written request to the Division and obtaining the Division's written approval of the proposed change.

**ARTICLE II - LENGTH OF GRANT AGREEMENT**

- A. Upon being duly executed by the Division, the term of this Grant Agreement shall be from July 1, 2014 through June 30, 2015.
- B. In the event that, due to unusual circumstances, it becomes apparent that this Grant Agreement cannot be brought to full completion within the time period set forth in Paragraph A of this Article II, the Grantee shall so notify the Division in writing at least thirty (30) days prior to the termination date of this Grant Agreement, in order that the Grantee and the Division may review the work accomplished to date and determine whether there is need or sufficient justification to amend this Grant Agreement to provide additional time for completion of the same. The Division's decision whether or not to extend the term of this Grant Agreement is final and non-appealable.

### ARTICLE III - REPORTS

#### A. Evaluation

1. The Grantee agrees that data entered into the DWI Screening Program (ADE, Inc.) website is complete and accurate to allow the Department of Finance and Administration's ("DFA") designated evaluation contractor to develop and implement an evaluation system.

#### B. Progress Reports

1. In order that the Division may adequately evaluate the progress of the Grant Agreement, the Grantee shall be required to provide periodic quarterly Progress Reports to the Division. The Progress Reports shall contain a narrative and/or bulleted highlights of accomplishments and/or problems and delays encountered to date, a detailed budget breakdown of expenditures to date, a summary of any fees collected and/or expended, the DWI Screening Program Quarterly Report, LDWI Planning Council meeting agendas and minutes, attached hereto as Exhibit "B" (Quarterly Progress Report and Certification), and such other information following the objectives of the Grantee's evaluation as may be of assistance to the Division in its evaluation. The first quarterly Progress Report is due October 31, 2014.
2. Grantee assures that Progress Reports submitted to the Division will not contain any "individually identifiable health information" as defined by the Standards for Privacy of Individually Identifiable Health Information, 45 CFR Parts 160 and 164, the Regulations promulgated by the Department of Health and Human Services pursuant to HIPAA, the Health Insurance Portability and Accountability Act of 1996 (the "HIPAA Regulations").
3. One copy of the corresponding quarterly Progress Report shall be submitted to the Division no later than October 31, 2014, January 31, 2015, and April 30, 2015 for review and comment.
4. In order that the Division may adequately evaluate the progress of the LDWI grant program statewide, the Grantee shall provide within 30 days, upon request of DFA's evaluator(s), information and access to program records and records of contractors working for the Grantee, provided that such information shall not contain any "individually identifiable health information" as defined by the HIPAA Regulations.

#### C. Final Report

1. The Grantee shall submit to the Division one copy of the Final Report for this Project. The Final Report shall include the information called for in Article III, Paragraph B(1) and B(2) for the fourth quarter, in addition to a Managerial Data Set Summary Report for the entire term of the Grant Agreement.
2. The Final Report and final reimbursement shall include sufficient detail to evaluate



the effectiveness of each program component in the Project and shall be submitted no later than July 15, 2015.

D. Annual Report

1. The Grantee shall submit to the Division one copy of the Annual Report for this Project. The Annual Report shall include the data from the DWI Screening Program (ADE, Inc.) website, including the demographic profile of the DWI offender and Managerial Data Set data for the entire term of the Grant Agreement, highlights for the period, and other information requested by the Division.
2. The Annual Report shall be submitted no later than July 15, 2014.

**ARTICLE IV - CONSIDERATION AND METHOD OF PAYMENT**

- A. In consideration of the Grantee's satisfactory completion of all work and services required to be performed under the terms of this Grant Agreement, and in compliance with all other Grant Agreement requirements herein stated, the Division shall pay the Grantee a sum not to exceed Three Hundred Thousand Dollars (\$300,000.00). The funds are to be expended in accordance with the proposed budget attached as Exhibits "C" and "C(1)", and made a part hereof. It is understood and agreed that the Grantee's expenditure of these monies shall not deviate from the budget categories of said budget by more than 10 percent of the total grant amount without the prior written approval of the Division.
- B. It is understood and agreed that if any portion of the funds paid set forth in Paragraph IV(A) are not expended at the completion of this Grant Agreement period for the purpose designated in this Grant Agreement, the unexpended funds shall revert to the Division for disposition.
- C. All payments will be made on a reimbursement of actual cost basis upon receipt by the Division of individual quarterly Progress Reports accompanied by the following completed forms: Request for Payment Form, attached hereto as Exhibit "D"; Fees Collected Summary Form, attached hereto as Exhibit "E"; and Detailed Breakdown By Budget Category Form, attached hereto as Exhibit "G." Request for Payment Forms shall specify all in-kind administrative costs and capital outlay expenditures.
- D. Payment shall be made only for those services specified in this Grant Agreement and not funded by any other public-entity funding source. **The Grantee shall not bill the Division for the same service or services billed to another funding agency or source.**

**ARTICLE V - MODIFICATION AND TERMINATION**

- A. The Division, by written notice to the Grantee, shall have the right to terminate this Grant Agreement if, at any time, in the judgment of the Division, the provisions of this Grant Agreement have been violated or the activities described in the Project Description do not progress satisfactorily. In this regard, the Division may demand refund of all or part of the funds dispersed to the Grantee.

- B. The parties may modify any and all terms and conditions of the Grant Agreement by mutual written agreement between the Grantee and the Division.
- C. Early Termination for Convenience: Except as provided in Article X, Appropriations, either the Division or Grantee may terminate this Grant Agreement by providing the other party with a minimum of thirty (30) days' advance, written notice of the termination.
- D. Liability in the Event of Early Termination: In the event of early termination of this Grant Agreement by either party, the Division's sole liability shall be to reimburse Grantee in accordance with this Grant Agreement for qualifying expenditures that were:
  - a. Incurred pursuant to a legally binding agreement entered into by Grantee before Grantee's receipt of the Division's notice of early termination or the issuance by the Grantee of a notice of early termination;
  - b. Incurred on or before the termination date in the notice of early termination;
  - c. For permissible purposes under this Grant Agreement's Project Description and procured and executed in accordance with applicable law; and
  - d. The subject of a Request for Payment Form properly and timely submitted in accordance with Article IV of this Grant Agreement.

#### ARTICLE VI - CERTIFICATION

The Grantee hereby assures and certifies that it will comply with all State regulations, policies, guidelines, and requirements with respect to the acceptance and use of State funds. Also, the Grantee gives assurances and certifies with respect to the grant that:

- A. It has the legal authority to receive and expend the funds as described in the Project Description.
- B. It shall meet all requirements of the Act and the Regulations and all other New Mexico State laws and regulations as they pertain to all activity conducted under this Grant Agreement and provide verification thereof to the Division.
- C. It shall finance all costs of the Project, including all Project overruns.
- D. Every treatment facility, program or other provider it contracts with to perform the activities that are subject to this Grant Agreement, shall, at all times, comply with all applicable State and federal laws and regulations and any and all licensure requirements governing treatment facilities, programs, or providers. All Contracts shall contain the following provisions: "The Contractor agrees to comply, at all times, with all applicable State and federal laws and regulations and any and all licensure requirements governing its program and facility." The Grantee agrees it shall be solely liable for the failure of any of its providers to meet and comply with all applicable State and federal laws and licensure requirements governing the treatment provider or the program.
- E. It shall comply with the State Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978. All professional services, activities or programs provided through a service provider must be implemented through a professional service contract. **The Grantee will submit all Project related contracts, and agreements to the Division for review and**

**approval prior to execution. Amendments to existing contracts must also be submitted to the Division for review and approval prior to execution.**

Grantees will be **required** to complete a request-for-proposal (RFP) for contracts over \$60,000; provided, however, that if the Grantee's governing body's guidelines have more stringent requirements, the Grantee's governing body's guidelines must be followed. Sole Source contracts can be utilized if justification can be provided that the organization(s) is the only one in the area that can provide the services. The Grantee will be required to submit to the Division written documentation describing the reason for sole source contracting prior to entering into the contract and all provisions of the Procurement Code **MUST** be adhered to in regard to the requirements.

- F. It will adhere to all financial and accounting requirements of DFA.
- G. It will comply with all applicable conditions and requirements prescribed by the Division in relation to receipt of State DWI grant funds.
- H. It shall not at any time utilize or convert any equipment or property acquired or developed pursuant to this Grant Agreement for any use other than those specified in the scope of work as defined in the Grant Agreement without the prior approval of the Division.
- I. No member, officer, employee, or family member(s) of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract, or the process thereof, for work to be performed in connection with the program assisted under the grant, and the Grantee shall incorporate, in all such contracts, a provision prohibiting such interest pursuant to the purposes of this certification.
- J. If applicable, it will comply with all HIPAA requirements and HIPAA Regulations.

#### **ARTICLE VII - RETENTION OF RECORDS**

The Grantee shall keep such records as will fully disclose the amount and disposition of the total funds from all sources budgeted for the Grant Agreement period, the purpose for which such funds were used, the amount and nature of all contributions from other sources, and such other records as the Division shall prescribe. Such records shall be preserved for a period of not less than six (6) years following completion of all the conditions of this Grant Agreement.

## ARTICLE VIII - REPRESENTATIVES

- A. The Grantee hereby designates the person listed below as the official Grantee Representative responsible for overall supervision of the approved Project:

Name: Lupe Sanchez  
Title: DWI Coordinator  
Address: P.O. Box 276  
Santa Fe, NM 87504

Phone: 505-992-9842  
Fax: 505-992-9855  
Email: lasanchez1@co.santa-fe.nm.us

- B. The Division designates the person listed below as its Program Manager, responsible for overall administration of this Grant Agreement, including compliance and monitoring of Grantee:

Name: Jonathan Fernandez  
Title: Program Manager  
Address: Department of Finance and Administration  
Local Government Division  
Bataan Memorial Building, Suite 203  
Santa Fe, NM 87501

Phone: 505-827-4748  
Fax: 505-827-4340  
Email: jonathanm.fernandez@state.nm.us

## ARTICLE IX - SPECIAL CONDITIONS

- A. The Grantee shall budget and expend a minimum of 10 percent of the total DWI grant funding awarded for the twelve-month period in local match/in-kind monies. The Grantee shall not budget administrative expenses except as in-kind match pursuant to the DWI Grant Council's administrative policy. The Grantee hereby budgets **Thirty Thousand Dollars (\$30,000.00)** (10%) as its matching funds commitment.
- B. The **ten percent (10%)** limit on capital outlay expenditures does not apply to this grant. Requests for payment shall specify all capital outlay expenditures with justification.
- C. The Grantee shall submit to the Division written copies of the description of the **treatment program protocol**; its daily activities/curriculum schedule; rules/expectations for clients and staff and any handout or testing material to be utilized throughout the course of the treatment program. One (1) written copy of such material and program description identified above shall be submitted to the Division no later than **30 days prior to component implementation**, for review and comment. All changes and modifications made to the treatment program, including its materials, shall be reported to the Division for its review and comment, as necessary.

- D. Where applicable, the Grantee shall enter screening and tracking data online in the DWI Screening Program (ADE, Inc.) website. Data shall be entered and maintained in a current up-to-date status.
- E. The Grantee shall be solely responsible for fiscal or other sanctions, penalties, or fines occasioned as a result of its own violation or alleged violation of requirements applicable to performance of this Grant Agreement. The Grantee shall be liable for its acts or failure to act in accordance with this Grant Agreement, subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1 through 41-4-27, NMSA 1978.

#### **ARTICLE X - APPROPRIATIONS**

The terms of this Grant Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of the Grant Agreement. If sufficient appropriations and authorizations are not made by the Legislature, the Division may *immediately* terminate this Grant Agreement, in whole or in part, regardless of any existing legally binding third party contracts entered into by or between Grantee and a third party, by giving Grantee written notice of such early termination. The Division's decision as to whether sufficient appropriations are available shall be accepted by the Grantee and shall be final and non-appealable. The Grantee shall include a substantively identical clause in all contracts between it and third parties that are (i) funded in whole or part by funds made available under this Grant Agreement and (ii) entered into between the effective date of this Grant Agreement and the Termination Date or early termination date.

#### **ARTICLE XI – REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS GRANT AGREEMENT**

Grantee shall include the following or a substantially similar termination clause in all contracts that are (i) funded in whole or part by funds made available under this Grant Agreement and (ii) entered into after the effective date of this Grant Agreement:

“This contract is funded in whole or in part by funds made available under a Department of Finance and Administration, Local Government Division (Division) grant agreement. Should the Division terminate the grant agreement, the County of Santa Fe may terminate this contract by providing contractor written notice of such termination in accordance with the notice provisions in this contract. In the event of termination pursuant to this paragraph, the County of Santa Fe's only liability shall be to pay contractor for acceptable goods and/or services delivered and accepted prior to the termination date.”

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Grantee and the Division do hereby execute this Grant Agreement.

**THIS GRANT AGREEMENT** has been approved by:

**COUNTY OF SANTA FE**

By: \_\_\_\_\_  
Authorized Signatory Date

\_\_\_\_\_  
(Type or Print Name)

STATE OF NEW MEXICO )  
COUNTY OF SANTA FE ) ss.  
COUNTY OF SANTA FE )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2014 by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**DEPARTMENT OF FINANCE AND ADMINISTRATION  
LOCAL GOVERNMENT DIVISION**

By: \_\_\_\_\_  
Wayne Sowell, Director Date

STATE OF NEW MEXICO )  
COUNTY OF SANTA FE ) ss.  
COUNTY OF SANTA FE )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2014 by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

## **EXHIBIT "A"**

### **PROJECT DESCRIPTION**

**Name of Grantee: County of Santa Fe**

**Grant No.: 15-X-I-G-27**

**Grant Amount: \$300,000.00**

Grantee will provide Detox program activities as follows:

Santa Fe County will contract with CHRISTUS St. Vincent Regional Medical Center to operate the CARE Connection Sobering Center, which serves public inebriates and others by providing safe, temporary lodging, and an opportunity to access treatment or other services, thereby reducing the burden on law enforcement and on hospital emergency services.

Goals of CARE Connection will include:

1. To provide a community-wide, uniform approach to diversion from jail and from the CHRISTUS St. Vincent Regional Medical Center Emergency Department admissions due to intoxication of adult men and women.
2. To reduce alcohol and drug addiction through an active referral and case management system, treatment and non-traditional healing.
3. To establish a continuum of care for those people suffering from alcohol and/or drug addiction.

CARE Connection Program Objectives will include:

1. To operate a facility with 10 beds for males and five for females that is open 24 hours a day, 365 days a year to provide a safe, secure and therapeutic environment in which to recover from an episode of inebriation.
2. To intervene with 800 - 850 clients per year.
3. To provide clinical substance abuse and mental health assessments, using CARE Connection Assessment Center therapists.
4. To conduct therapeutic group sessions for clients in the Sobering Center.
5. To provide accudetox services to Sobering Center clients.
6. To provide case management services to every client treated at the Sobering Center.
7. To refer clients out to community programs for treatment and recovery support services.
8. To utilize a data collection system that allows for evaluation of the program.

CARE Connection will have Sobering and Assessment resources in the same building or readily available so that Assessment Center staff can provide clinical assessment of Sobering Center clients and also provide access to vouchers which can be applied to treatment, transportation, job development and other needed services. CARE Connection will have therapists to conduct group sessions with Sobering Center clients and case managers to assist clients to develop a recovery plan to ensure a continuum of care for clients discharged from the Sobering Center.

All clients who seek detoxification services require a medical clearance from a physician, from CHRISTUS St. Vincent Emergency Department, Health Care for the Homeless, La Familia Health Center, Santa Fe Indian Hospital or from a private physician. Once the medical clearance is complete, the hospital or other referral source will call the CARE Connection to transport that client to the facility for sobering services.

It is anticipated that the client will stay at the facility for a period of 3-5 days however a longer stay may occur in the event that a client is awaiting a guaranteed bed on a certain date at a long term, inpatient

treatment facility. While receiving detox services the CARE Connection will provide Librium or other drugs to assist clients with their detox process and will pay for other medications needed for clients including for diabetes, high blood pressure, and in many cases psychotropic medications.









# MEMORANDUM

**DATE:** June 9, 2014

**TO:** Santa Fe Board of County Commissioners

**FROM:** Ken Martinez  
RECC Director

**SUBJECT:** Enhanced 911 Grant Agreement

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## **BACKGROUND**

The New Mexico Department of Finance and Administration has submitted for approval two original copies of the current E-911 grant agreement which reflects the State Board of Finance approval of funding for Fiscal Year 2015. These are to be presented to the Santa Fe County Commission for approval and signature.

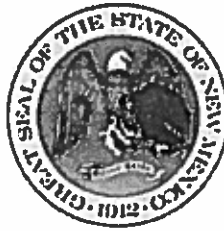
The grant is a pass-through grant and does not require any matching funds from the County. This term of this grant agreement will be from July 1, 2014 to June 30, 2015.

## **ACTION REQUESTED**

Approval from the Board of County Commissioners is requested in order to return the signed Grant Agreement to the Department of Finance and Administration, Local Government Division. Upon return, the agreement will be fully executed and payment can begin for FY15 911 expenses.

SUSANA MARTINEZ  
GOVERNOR

WAYNE SOWELL  
DIRECTOR



THOMAS E. CLIFFORD, Ph.D.  
CABINET SECRETARY

JESSICA A. LUCERO  
ASSISTANT DIRECTOR

STATE OF NEW MEXICO  
DEPARTMENT OF FINANCE AND ADMINISTRATION  
LOCAL GOVERNMENT DIVISION  
Bataan Memorial Building ♦ Suite 201 ♦ Santa Fe, NM 87501  
PHONE (505) 827-8061 ♦ FAX (505) 827-4340

May 30, 2014

Ken Martinez  
PSAP Director  
Santa Fe Regional Emergency Communications Center  
35 Camino Justicia  
Santa Fe, New Mexico 87508

Re: FY15 E-911 Grant Agreement

Dear Mr. Martinez,

Attached is an electronic version of the E-911 grant agreement which reflects the State Board of Finance approval of funding for Fiscal Year 2015. Please **print two originals**, sign the grant agreements, have them notarized and return as soon as possible so the Department of Finance and Administration, Local Government Division (LGD) can fully execute and begin making payments on your behalf for Fiscal Year 2015 expenses.

Both original grant agreements require the signature of the City Manager or Mayor. Please return both notarized originals to LGD, to the attention of Jerry Keene, at the address listed above. Also, please note that original signatures are required on the signature page of both originals. After LGD signs both originals, one original signed grant will be returned to you for your records.

If you have any questions or require additional information, please feel free to contact your E-911 Program Manager, Jerry Keene, at 505-827-4992 (office) or 505-699-8911 (cellular) or email at [Gerald.keene@state.nm.us](mailto:Gerald.keene@state.nm.us).

Sincerely,

A handwritten signature in black ink, appearing to read "Wayne Sowell".

Wayne Sowell  
Director, Local Government Division

Enclosures (2)

STATE OF NEW MEXICO  
DEPARTMENT OF FINANCE AND ADMINISTRATION  
LOCAL GOVERNMENT DIVISION  
ENHANCED 911 ACT GRANT PROGRAM

GRANT AGREEMENT

Project No. 15-E-11

THIS GRANT AGREEMENT made and entered into by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Suite 201, Santa Fe, New Mexico 87501, hereinafter called the DIVISION, and the County of Santa Fe, hereinafter called the GRANTEE.

WITNESSETH:

WHEREAS, this Grant Agreement is made by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, and the Grantee, pursuant to the authority in the Enhanced 911 Act, Sections 63-9D-1 *et seq.* NMSA 1978, (hereinafter referred to as the "Act") as amended, and the Enhanced 911 Regulations, 10.6.2 NMAC (hereinafter referred to as the "Enhanced 911 Requirements" or "E-911 Regulations."); and

WHEREAS, an enhanced 911 telephone emergency system is necessary to expand the benefits of the basic 911 emergency telephone number, to achieve a faster response time which minimizes the loss of life and property, provides automatic routing to the appropriate public safety answering point (PSAP), provides immediate visual display of the location and telephone number of the caller and curtails abuses of the emergency system by documenting callers; and

WHEREAS, the Grantee and the Division have the authority, pursuant to the Act, Sections 63-9D-1 *et seq.* NMSA 1978, and the E-911 Regulations, to enter into this Grant Agreement; and

WHEREAS, the Grantee complies with the definition of "Grantee" in 10.6.2.7(HH) NMAC, of the E-911 Regulations; and

WHEREAS, the Division has the authority, pursuant to Section 63-9D-8 NMSA 1978, to administer the Enhanced 911 fund; and

WHEREAS, on April 15, 2014, the State Board of Finance awarded the Grantee ~~\$482,000.00~~ <sup>\$482,000.00</sup> for enhanced 911 services and equipment. REQ  
6/19/14

NOW, THEREFORE, the parties hereto do mutually agree as follows:

**ARTICLE I - LENGTH OF GRANT AGREEMENT**

A. Unless terminated earlier pursuant to Article IV herein, the term of this Grant Agreement, upon being duly executed by the Division, shall be from July 1, 2014, through June 30, 2015.

B. In the event that, due to unusual circumstances, it becomes apparent that this Grant Agreement cannot be brought to full completion within the time period set forth in Paragraph A above, the Grantee shall so notify the Division in writing at least thirty (30)

days prior to the termination date of this Grant Agreement, in order that the Grantee and the Division may review the work accomplished to date and determine whether there is need or sufficient justification to amend this Grant Agreement to provide additional time for completion of the same. The Division's decision whether or not to extend the term of this Grant Agreement is final and non-appealable.

## ARTICLE II – REPORTS

A. PSAP Annual Report: No later than June 30th of each year, the Grantee shall submit to the Division a PSAP Annual Report, in the form attached hereto as Exhibit A, as may be changed from time to time upon the Division's written notice to the Grantee. The PSAP Annual Report shall include information described in 10.6.2.11.D NMAC, of the E-911 Regulations, and any such other information as the Division may request, in sufficient detail to evaluate the effectiveness of the 911 equipment and services provided by the equipment vendor.

B. Federal 911 Resource Center Report: No later than January 30th of each year, the Grantee shall submit to the Division a Federal 911 Resource Center Report, in the form attached hereto as Exhibit B, as may be changed from time to time upon the Division's written notice to the Grantee.

## ARTICLE III - CONSIDERATION AND METHOD OF PAYMENT

A. In consideration of the Grantee's satisfactory completion of all work, purchase and maintenance of the equipment and services required to be performed in compliance with all the terms and conditions of this Grant Agreement, the Division shall pay the Grantee a sum not to exceed \$482,000.00 from the Enhanced 911 fund in accordance with Article III(D). The funds are to be expended in accordance with the proposed Revenue/Expenditure Budget (Budget), attached as Exhibit "C", and made a part hereof, and in accordance with 10.6.2.11 NMAC of the E-911 Regulations, "PSAP Equipment, Acquisition, and Disbursement of Funds." It is understood and agreed that the Grantee's expenditure of these monies shall not deviate from the line items of said Budget without the prior written approval of the Division and the funds shall not be expended for ineligible costs, 10.6.2.11(F) of the E-911 Regulations.

B. The funds mentioned in Paragraph A above shall constitute full and complete payment of monies to be received by the Grantee from the Division.

C. It is understood and agreed that if any portion of the funds set forth in Paragraph A above is not expended for the purpose of this Grant Agreement, after all conditions of this Grant Agreement have been satisfied, the unexpended funds shall be reverted by the Division in accordance with the Act and the E-911 Regulations.

D. Pursuant to Section 63-9D-8 NMSA 1978, as amended, payments shall be made from the Enhanced 911 fund to, or on behalf of, participating local governing bodies or their fiscal agents upon vouchers signed by the director of the Division solely for the purpose of reimbursing local governing bodies or their fiscal agents, commercial mobile radio service providers or telecommunications companies for their costs of providing enhanced 911 service.

E. Payments may be made by the Division as follows: (1) on behalf of the Grantee to telecommunications companies, vendors and equipment providers; or (2) reimbursements to the Grantee for actual costs or expenditures after the Division receives a completed Request for Payment Form, or an invoice certified correct by the Grantee and/or the Division for the E-911 equipment, equipment maintenance, and upgrades billed by the equipment provider. All purchases made by the Grantee for equipment, equipment maintenance, and upgrades require prior written approval by the Division to be eligible for reimbursement.

F. Payments will not be made to the Grantee for work, equipment, maintenance or services not specified in this Grant Agreement or in violation of or ineligible under the E-911 Regulations.

#### ARTICLE IV - MODIFICATION, TERMINATION AND MERGER

A. Early Termination. Except as provided in Article IV(D) herein, this Grant Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Grant Agreement, the Division's sole liability upon such termination shall be to pay for eligible Budget items purchased prior to the Grantee's receipt of the notice of termination, if the Division is the terminating party, or the Grantee's sending of the notice of termination, if the Grantee is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Grant Agreement. The Grantee shall submit an invoice for such eligible Budget items within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Grant Agreement may be terminated immediately upon written notice to the Grantee if the Grantee becomes unable to or fails to perform the terms of this Agreement, as determined by the Division or if, during the term of this Grant Agreement, the Grantee or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE DIVISION'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE GRANTEE'S DEFAULT/BREACH OF THIS GRANT AGREEMENT, INCLUDING BUT NOT LIMITED TO, RETURN OF MISSPENT GRANT FUNDS BY THE GRANTEE TO THE DIVISION.

B. Termination Management. Immediately upon receipt by either the Division or the Grantee of notice of termination of this Grant Agreement, the Grantee shall: 1) not incur any further obligations for expenditure of funds under this Agreement without written approval of the Division; and 2) comply with all directives issued by the Division in the notice of termination as to the performance under this Grant Agreement.

C. This Grant Agreement incorporates all agreements, covenants and understandings between the parties hereto concerning the subject matter hereof and all such agreements, covenants and understandings have been merged into this written Grant Agreement. No prior agreements, covenants, or understandings oral or otherwise, of the parties or their agents shall be valid and enforceable unless embodied in this Grant Agreement.

D. The terms of this Grant Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of the Grant Agreement. If sufficient appropriations and authorizations are not made by the Legislature, the Division may *immediately* terminate this Grant Agreement, in whole or in

part, regardless of any existing legally binding third party contracts entered into by or between Grantee and a third party, by giving Grantee written notice of such immediate early termination. The Division's decision as to whether sufficient appropriations are available shall be final and non-appealable. The Grantee shall include a substantively identical clause in all contracts between it and third parties that are (i) funded in whole or part by funds made available under this Grant Agreement and (ii) entered into between the effective date of this Grant Agreement and the Termination Date or early termination date.

#### ARTICLE V - CERTIFICATION

The Grantee hereby assures and certifies that it will comply with all state laws, the E-911 Regulations, and other state laws, regulations, policies and with respect to the acceptance and use of State funds. Also, the Grantee gives assurances and certifies with respect to the Grant that:

- A. It will comply with the New Mexico Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978.
- B. It will adhere to all financial and accounting requirements of the Department of Finance and Administration.
- C. It will comply with all requirements set forth in the Act and prescribed by the Division in its E-911 Regulations, or other guidelines and procedures in relation to receipt and use of State Enhanced 911 Grant Funds.
- D. It shall not at any time utilize or convert any equipment or property acquired or developed pursuant to this Grant Agreement for other than the uses specified, without the prior written approval of the Division.
- E. It will comply with Section 63-9D-4D NMSA 1978 and provide Geographic Information Systems (GIS) addressing and digital mapping data to the PSAP that provides the enhanced 911 service to the Grantee.
- F. It accepts responsibility for coordinating and providing accurately maintained GIS addressing, road centerline, boundary and other data in the service area to the Division per 10.6.2 NMAC. This information shall be compliant with the statewide dataset used by the local PSAPs.
- G. It agrees and acknowledges that all GIS data provided to the Division's statewide dataset in support of the E-911 program is public data and shall be shared with other governmental agencies.
- H. It will finance any amount exceeding the approved funding for the 911 equipment costs.
- I. It will not make any changes in the E-911 system configuration without first submitting a written request to the Division and obtaining the Division's written approval of the proposed change(s).
- J. It will provide to the Division, documentation of total insurance coverage for all hardware and software and other equipment purchased with E-911 funds. Insurance should,



at a minimum, cover non-routine maintenance defects including but not limited to, all acts of God, floods, fire, lightning strikes and water damage.

K. It will provide all the necessary qualified personnel, material, and facilities to run the E-911 PSAP.

L. It will submit all project related contracts, subcontracts, and agreements to the Division for administrative review and approval prior to execution for compliance with the E-911 program requirements and not for legal sufficiency. Amendments to existing contracts also must be submitted to the Division for review and approval prior to execution.

M. It will comply with the PSAP consolidation requirement pursuant to the 10.6.2.15 NMAC of the 911 Regulations.

#### **ARTICLE VI - RETENTION OF RECORDS**

The Grantee shall keep and preserve such records as will fully disclose the amount and disposition of the total funds from all sources budgeted for a period of six years from the termination of the Grant Agreement, the purpose of undertaking for which such funds were used, the amount and nature of all contributions from other sources, and such other records as the Division shall prescribe.

#### **ARTICLE VII – REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS GRANT AGREEMENT**

A. Grantee shall include the following or a substantially similar termination clause in all contracts that are (i) funded in whole or part by funds made available under this Grant Agreement and (ii) entered into after the effective date of this Grant Agreement:

“This contract is funded in whole or in part by funds made available under a Department of Finance and Administration, Local Government Division (Division) Grant Agreement. Should the Division or the [insert name of Grantee] terminate the Grant Agreement, the [insert name of Grantee] may terminate this contract by providing Contractor written notice of such termination in accordance with the notice provisions in this contract. In the event of termination pursuant to this paragraph, the Grantee’s only liability shall be to pay Contractor for acceptable goods/equipment and/or services delivered and accepted prior to the termination date.”

#### **ARTICLE VIII - REPRESENTATIVES**

A. The Grantee hereby designates the person listed below as the official Grantee Representative responsible for overall supervision of the approved project:

Name: Ken Martinez  
Title: PSAP Director  
Address: 35 Camino Justicia  
Santa Fe, New Mexico 87508

Phone: 505-992-3096  
Fax: 505-428-3735  
Email: [kmartinez@co.santa-fe.nm.us](mailto:kmartinez@co.santa-fe.nm.us)

- B. The Division designates the person listed below as its Program Manager, responsible for overall administration of this Grant Agreement, including compliance and monitoring of Grantee:

Name: Gerald Keene  
Title: E-911 Program Manager  
Address: Department of Finance and Administration  
Local Government Division  
Bataan Memorial Building, Suite 202  
Santa Fe, NM 87501  
  
Phone: 505-827-4992  
Fax: 505-827-4948  
Email: [Gerald.keene@state.nm.us](mailto:Gerald.keene@state.nm.us)

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Grantee and the Division do hereby execute this Grant Agreement.

THIS GRANT AGREEMENT has been approved by:

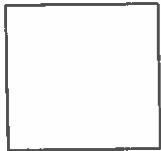
GRANTEE

\_\_\_\_\_  
Authorized Signatory Date \_\_\_\_\_

\_\_\_\_\_  
(Type or Print Name)

STATE OF NEW MEXICO )  
 )ss.  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by



\_\_\_\_\_  
Notary Public

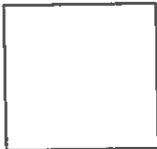
My Commission Expires: \_\_\_\_\_

DEPARTMENT OF FINANCE AND ADMINISTRATION  
LOCAL GOVERNMENT DIVISION

By: \_\_\_\_\_ Date \_\_\_\_\_  
Wayne Sowell, Director

STATE OF NEW MEXICO )  
 )ss.  
COUNTY OF SANTA FE )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by



\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

*Approved as to Form*

*MAA*

Mark A. Basham.

COUNTY OF SANTA FE

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

Date \_\_\_\_\_

ATTEST

\_\_\_\_\_  
Geraldine Salazar  
Santa Fe County Clerk

Date \_\_\_\_\_

Approved as to legal form

\_\_\_\_\_  
*Gregory S. Shaffer*  
Gregory S. Shaffer  
Santa Fe County Attorney

Date 6/19/14

Approved:

Finance Department

\_\_\_\_\_  
Teresa C. Martinez  
Director

Date \_\_\_\_\_

\_\_\_\_\_  
Katherine Miller  
Santa Fe County Manager

Date \_\_\_\_\_

## Exhibit A

### PSAP Annual Report

PSAP Annual Report Form For: \_\_\_\_\_

Date of Report: \_\_\_\_\_

Section	PSAP Input
Section 10.6.2.11 D(8)	
PSAP Name	
Date of PSAP Report	
Exact address of the PSAP (No P. O. boxes)	
Number make and model of E911 and Radio Dispatch positions (if a position is used for both call taking and dispatching, list it as such);	
Type of equipment to include make and model of:	
Telephone switching equipment	
MIS System	
Mapping server	
Radio System	
UPS (for 911 Equipment)	
Back-up Generator	
Version of E911 operating system software	
Number and type of dedicated/ switched voice/data circuits;	
Routing central office and PSAP end office;	
Maintenance control center to include name of company, physical address, telephone number, Email address, and your point of contact for E911 equipment and voice logging recorder, if different from E911 equipment maintainer;	
PSAP manager or coordinator and alternate: contact names, addresses, phone numbers, and their PSAP Email address;	
MSAG coordinator name, address, phone number, and Email address;	
GIS representative to include physical address, telephone number, and Email address.	

Section	PSAP Input
Type and manufacturer of CAD system, if any, and type and manufacturer of voice logging recorder;	
<b>Section 10.6.2.11 D(9)</b>	
Each PSAP Shall Maintain at least one 10-digit administrative number. This number shall also be used to receive incoming emergency calls transferred to the PSAP by other PSAPs for certain alternate and default routing arrangements. The preferred way to transfer an emergency call is via one-button transfer via 911 trunk, but the above method can be used for PSAPs that do not have one-button transfers the above mentioned PSAP.	
Number	
<b>Section 10.6.2.11 D(14)</b>	
The PSAP shall maintain a list of fixed and auto-dial transfer features.	
Fixed transfers:	
Auto-dial transfers	
<b>Section 10.6.2.11 D(18)</b>	
<b>Special circumstances.</b>	
(a) In accordance with ADA each PSAP shall establish procedures to handle calls from speech and hearing impaired individuals. <u>Include a copy of your procedures.</u>	
(b) PSAPs shall develop procedures for handling unanswered or silent 911 calls. <u>Include a copy of your procedures.</u>	
<b>Miscellaneous Section</b>	
List the PSAP insurance provider name, POC, and policy numbers as proof of hazard and liability insurance for the PSAP facility	
List any back-up PSAP(s) and attach any MOU(s) documenting agreement(s)	

PSAP Annual Report Continued

9-1-1 PSAP Activity-PSAP Input Here			
	Landline 9-1-1 Calls	Wireless 9-1-1 Calls	Total 9-1-1 Phone Calls
<i>Jul</i>			
<i>Aug</i>			
<i>Sep</i>			
<i>Oct</i>			
<i>Nov</i>			
<i>Dec</i>			
<i>Jan</i>			
<i>Feb</i>			
<i>Mar</i>			
<i>Apl</i>			
<i>May</i>			
<i>June</i>			
<i>Total</i>	0	0	0
<i>Month Avg.</i>	0	0	0
<i>Day Avg.</i>	0	0	0

## Exhibit B

### Federal 911 Resource Center Report

Call Types	Annual Total of Calls from January 1 through December 31
Wireline	
Wireless	
Voice over Internet Protocol (VoIP)	
Multiline Telephone System (MLTS)	
Telematics	
Other	
Total of All Call Types	



# New Mexico E-911 Program Grant

Exhibit C

Local Government Division

Department of Finance and Administration

<b>Grantee:</b>	Santa Fe County	<b>Grant Award:</b>	482,000.00
<b>Address:</b>	35 Camino Justicia Santa Fe, NM 87508	<b>Project Number:</b>	15-E-11
<b>Telephone:</b>	505-992-3096	<b>Grant Period:</b>	July 1, 2014 - June 30, 2015
<b>Number of Funded PSAP Positions:</b>		Santa Fe - 14, DPS Dist 1 - 2	

<b>Budget Line Items</b>	<b>Total Budgeted Amount</b>
<b>Capital</b>	
E-911 Equipment Upgrades	-
Firewall and Router Equipment	-
Dispatch Software	-
Recorder	-
UPS/Generator	-
<b>Capital Subtotal</b>	<b>-</b>
<b>Recurring Network/Circuit</b>	
Voice Network	135,000.00
Data MPLS Network	6,000.00
Wireless Cost Recovery	10,700.00
<b>Recurring Network/Circuit Subtotal</b>	<b>151,700.00</b>
<b>Recurring Maintenance</b>	
System Maintenance	236,000.00
Network Router & Firewall Maintenance	
System Manager	25,000.00
<b>Recurring Maintenance Subtotal</b>	<b>261,000.00</b>
<b>Services/Training</b>	
911 Consulting Services	-
911 Related Training	20,000.00
911 Related GIS	8,000.00
GIS Consulting Services	17,100.00
Interpretive Services	14,200.00
Independent Verification and Validation (IV&V)	-
Minor Equipment	10,000.00
<b>Services/Training Subtotal</b>	<b>69,300.00</b>
<b>TOTAL</b>	<b>482,000.00</b>



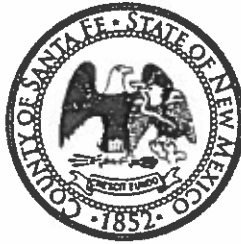




Daniel "Danny" Mayfield  
Commissioner, District 1

Miguel Chavez  
Commissioner, District 2

Robert A. Anaya  
Commissioner, District 3



Kathy Holian  
Commissioner, District 4

Liz Stefanics  
Commissioner, District 5

Katherine Miller  
County Manager

## MEMORANDUM

**DATE:** June 10, 2014

**TO:** Board of County Commissioners

**FROM:** Adam Leigland, Public Works Department Director

**VIA:** Katherine Miller, County Manager *KL*

**ITEM AND ISSUE:** BCC Meeting June 24, 2014

**REQUEST APPROVAL OF A VOLUNTARY REMEDIATION AGREEMENT BETWEEN SANTA FE COUNTY AND THE NEW MEXICO ENVIRONMENT DEPARTMENT FOR THE NEW FIRST JUDICIAL COURTHOUSE SITE**

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### SUMMARY:

This Voluntary Remediation Agreement (VRA or Agreement) allows the County to enter the Voluntary Remediation Program (VRP) with the New Mexico Environment Department (NMED) to demonstrate the County has provided proper remediation of the environmental contamination encountered during the construction of the new First Judicial District Courthouse. The VRA and its successful implementation by the County provides the County with an "Enforcement Shield", meaning that NMED may not take enforcement action against the County related to contamination at the site.

### BACKGROUND:

In January 2009, the County began construction of the new First Judicial District Court facility at 327 Sandoval Street downtown in Santa Fe. During the initial phase of construction, environmental contamination was discovered that had migrated onto the County's property from adjacent properties. The County initiated a remediation program to clean-up the site in conjunction with its environmental consultants and the relevant regulatory agencies.

Throughout the remediation process, the County has worked closely with NMED's Ground Water Quality Bureau (NMED/GWQB) under the VRP. The County submitted the initial application in April 2009, and received the preliminary approval in August 2010.

The County has developed the VRA with the NMED/GWQB to formalize the actions and clarify the responsibilities of both parties as part of the remediation process. The final goal of the VRA is for the County to receive a "Certificate of Completion" from NMED/GWQB which acknowledges

that the remediation activities conducted by the County were appropriate and approved by NMED/GWQB.

**DISCUSSION:**

The attached VRA provides that basis for the County to complete the VRP process and receive a formal acknowledgement of the completion of the remediation of the site.

Key elements of the VRA include:

1. The County is voluntarily entering into the VRP and demonstrating that the County is taking the initiative to protect the health and safety of the public.
2. The VRA provides the County with an "Enforcement Shield". Specifically, pursuant to Article XV of the VRA, 20.6.3.300(A) NMAC, and NMSA 1978, § 74-4G-6(C), once the VRA is entered into, NMED is prohibited from initiating "any enforcement action, including an administrative or judicial action, against [the County] for the contamination or release thereof, or for the activity that results in the contamination or release thereof . . . ." This enforcement shield continues so long as the County complies with the VRA and associated work plan.
3. Participation in the VRP demonstrates that the County is working closely with a regulatory agency and provides the County with confirmation from the regulatory agency that the remediation is appropriate and effective.
4. After execution of the VRA, the County must submit a final voluntary remediation work plan concerning the remaining monitoring activities required to demonstrate successful remediation. The work plan consists of the relevant permitting activities, excavation and remediation actions, and long-term monitoring actions. Costs associated with the work plan implementation and monitoring have been accounted for in the Courthouse project budget and continued monitoring is included in the FY 2015 budget
5. The County will receive a "Certificate of Completion (COC)" from NMED upon NMED's determination that the County has successfully complied with the VRA and that Site conditions meet applicable standards.
6. The COC will assist the County in defending any potential future suit from a third party against the County arising from alleged contamination at the Site.
7. The County's participation in and completion of the VRP process meets a condition of the certificate of occupancy of the Judicial Complex from the New Mexico Construction Industries Division.
8. The final COC provides a condition that the County will continue to work with NMED / GWQB to monitor the Site in the future and, should conditions change, the County will work with NMED to develop solutions. The County will continue to submit periodic status reports to NMED, and all relevant monitoring data is submitted to and reviewed by NMED.
9. Under the VRA, NMED has agreed to waive its oversight costs, which it ordinarily recovers from participants in the VRP.

**REQUESTED ACTION:**

Approve Voluntary Remediation Agreement between Santa Fe County and The New Mexico Environment Department for The New First Judicial Courthouse Site.

## NEW MEXICO ENVIRONMENT DEPARTMENT VOLUNTARY REMEDIATION AGREEMENT

### **I. Introduction**

This Voluntary Remediation Agreement (agreement) is entered into voluntarily by Santa Fe County (the Participant) and the Secretary of the New Mexico Environment Department, or his or her designee, pursuant to Section 74-4G-1 et seq. NMSA 1978 and the New Mexico Voluntary Remediation Regulations (20.6.3 NMAC). The purpose of this agreement is to detail the obligations and functions of each party, relevant to the voluntary remediation to be conducted at Santa Fe County Judicial Complex (the site), located at 327 Sandoval Street (at the northeast corner of the intersection of Sandoval Street and Montezuma Avenue) in Santa Fe, under the Voluntary Remediation Program (VRP # 53092001).

The activities conducted by the Participant under this agreement are subject to approval by the Department. The activities conducted by the Participant shall be consistent with this agreement, all applicable laws and regulations, and any pertinent guidance documents. The Participant shall employ sound scientific, engineering, and construction practices in its voluntary remediation activities at this site.

### **II. Statement of Eligibility**

The Secretary or his designee has determined that the application submitted by the Participant to the Department on April 29, 2009 as modified through June 17, 2010 is complete, and that the Participant is eligible to enter into this agreement in accordance with Section 74-4G-1 et seq. NMSA 1978 and the New Mexico Voluntary Remediation Regulations (20.6.3.200.A NMAC).

### **III. Parties Bound**

This agreement shall apply to and be binding upon the Participant, its officers, managing agents, directors, principals, partners, employees, receivers, trustees, agents, parents, subsidiaries and affiliates, and upon the Department, its employees, and agents. The Participant has submitted with his/her application a signed Declaration of Ability and Intent as set forth in the Voluntary Remediation Regulations (20.6.3.200.B(2) NMAC). No change in ownership, corporate, or partnership status shall in any way alter the Participant's status or responsibilities under this agreement unless the Participant or Department terminates this agreement in accordance with the Voluntary Remediation Regulations (20.6.3.300.H NMAC).

The Participant shall provide a copy of this agreement to any subsequent owners or successors before ownership rights are transferred. The Participant shall provide a copy of this agreement to all contractors, subcontractors, laboratories, and consultants or other parties, which are retained by the Participant, to conduct any work under this agreement, within 14 days after the effective date of this agreement or within 14 days of the date of retaining their services.

### **IV. Designated Project Manager**

On or before the effective date of this agreement, the Department shall designate a project manager. The Primary Applicant specified on the Voluntary Remediation Program Application will function as the project manager for the Participant. Each project manager shall be responsible for overseeing the implementation of this agreement. The Department project

manager will be the Department-designated representative at the site. To the maximum extent possible, communications between the Participant and Department and all documents (including reports, approvals, and other correspondence) concerning the activities performed pursuant to the terms and conditions of this agreement shall be directed through the project managers. During implementation of this agreement, the project managers shall, whenever possible, operate by consensus and shall attempt in good faith to resolve disputes informally through discussion of the issues. Each party has the right to change its respective project manager by notifying the other party in writing at least five (5) days prior to the change.

**V. Definitions**

“Site” means the area described in the Voluntary Remediation Application. This description is attached and incorporated herein as Exhibit 1. All other terms used are defined in Section 74-4G-3 NMSA 1978, and 20.6.3.7 NMAC.

**VI. Addresses for All Correspondence**

Documents, including reports, approvals, notifications, disapprovals, and other correspondence to be submitted under this agreement, may be sent by certified mail, first class mail, hand delivery, overnight mail, email, or by courier service to the following addresses or to such addresses as the Participant or Department designates in writing.

Documents to be submitted to the Department should be sent to:

**Mailing Address:**

Pam Homer, VRP project Manager  
Ground Water Quality Bureau  
New Mexico Environment Department  
PO Box 5469  
Santa Fe, NM 87502-5469  
E-mail: [pamela.homer@state.nm.us](mailto:pamela.homer@state.nm.us)  
Phone number: 505-827-2242

**Physical Address:**

Pam Homer, VRP Project Manager  
Ground Water Quality Bureau  
New Mexico Environment Department  
1190 St. Francis Drive  
Santa Fe, NM

Documents to be submitted to the Participant should be sent to:

**Mailing Address:**

Katherine Miller, County Manager  
Santa Fe County  
102 Grant Avenue  
Santa Fe, NM 87504  
E-mail: [managersoffice@co.sante-fe.nm.us](mailto:managersoffice@co.sante-fe.nm.us)

**Physical Address:**

Same

with a copy to:

Paul M. Olafson, Deputy Director  
Projects, Facilities and Open Space Division  
Public Works Department  
Santa Fe County

949 West Alameda  
Santa Fe, NM 87501



PO Box 276  
Santa Fe, NM 87504-0276  
E-mail: [polafson@co.santa-fe.nm.us](mailto:polafson@co.santa-fe.nm.us)

and

Gregory Shaffer, County Attorney  
Santa Fe County  
PO Box 276  
Santa Fe, NM 87504-0276  
E-mail: [gshaffer@santafecountynm.gov](mailto:gshaffer@santafecountynm.gov)

102 Grant Avenue  
Santa Fe, NM 87504

#### **VII. Compliance with Applicable Laws**

All work undertaken by the Participant pursuant to this agreement shall be performed in compliance with all applicable Federal, State and Local laws, ordinances and regulations, including, but not limited to all Occupational Safety and Health Administration, Department of Transportation, Resource Conservation and Recovery Act, New Mexico Water Quality Control Commission, and New Mexico Environmental Improvement Board Underground Storage Tank regulations. In the event of a conflict between federal, state, or local laws, ordinances, or regulations, the Participant shall comply with the more/most stringent of such laws, ordinances, or regulations, unless provided otherwise in writing by the Department or other appropriate regulatory personnel with jurisdiction over such laws, ordinances, and regulations. Where it is determined that a permit is required under federal, state or local laws, ordinances, or regulations, the Participant shall submit timely and complete applications and take all other actions necessary to obtain all such permits or approvals. The Participant shall be responsible for obtaining all permits that are necessary for the performance of the work hereunder, and for all ongoing or proposed site activities, and for all ongoing or proposed facility operations.

#### **VIII. Performance Standards and Associated Requirements**

The Participant submitted with its application to the Department a preliminary work plan describing the proposed voluntary remediation activities as envisioned at the time of submittal, which includes a description of the known and suspected contaminants to be addressed by the proposed voluntary remediation activities. This preliminary work plan, consisting of the Final Petroleum Contaminated Soil (PCS) Excavation Work Plan (April 30, 2010), was prepared pursuant to 20.6.3.200.B NMAC. A copy of the preliminary work plan is available for review from the NMED project manager.

**The contamination addressed by this agreement is described as follows:**

Benzene, ethyl benzene, toluene, total xylenes, methyl tertiary butyl ether (MTBE), ethylene dichloride (EDC), ethylene dibromide (EDB), and total naphthalenes in a transgressing ground water plume and in soil affected by the ground water plume, and potential vapor intrusion of these contaminants into the indoor air of the Santa Fe Judicial Complex buildings.

**Voluntary remediation activities undertaken pursuant to this agreement shall achieve compliance with the following standards or risk-based levels:**

- *New Mexico Environment Department Risk Assessment Guidance for Site Investigations and Remediation, Table A-1: NMED Soil Screening Levels (Industrial/Occupational and Construction Worker Soil), June 2012.*

Remediation to these NMED soil screening levels should result in no significant human health risk to on-site workers with direct exposure to the soil.

- *Calculation of Ground Water and Soil Screening Levels due to Vapor Intrusion at the Santa Fe Judicial Complex, prepared by Neptune and Company, Inc., David Brenner, Ph.D., February 23, 2010;*
- *Calculation of Ground Water and Soil Screening Levels due to Vapor Intrusion at the Santa Fe Judicial Complex, prepared by Neptune and Company, Inc., David Brenner, Ph.D., March 24, 2010; and*
- *Addendum to Calculation of Ground Water and Soil Screening Levels due to Vapor Intrusion at the Santa Fe Judicial Complex dated March 24, 2010, Neptune and Company, Inc., Ralph Perona, November 5, 2010.*

The site-specific screening levels calculated by Neptune and Company, Inc. in the three documents referenced above constitute the remedial action levels for ground water and soil beneath the five affected structures at the site: the lower level parking garage, the upper level parking garage, the holding cell area, the first floor and the District Attorney building.

The screening levels were calculated using site specific parameters and the performance of a human health risk-based analysis. The analysis performed for the site indicates that no significant human health risk due to vapor intrusion of sub-surface contaminants should occur if cleanup of soil and ground water to the calculated screening levels is achieved. Abatement and remediation to the lowest of the calculated screening levels shall be achieved by the Participant.

The calculated target indoor air concentrations identified in Table 4 in the above-referenced document dated March 24, 2010 constitute remedial action levels for indoor air in the Judicial Complex and District Attorney buildings.

It is understood that the parties may wish to modify the list of contaminants and the media in which the contaminants are located, as covered by this agreement, as additional information about the site is developed. The Department may approve such changes through approval of work plans and other submittals provided by the Participant during the course of undertaking voluntary remediation activities.

#### **IX. Access**

To the extent that the site or other areas where work is to be performed hereunder are presently owned or controlled by parties other than those bound by this agreement, the Participant shall obtain or shall use its best efforts to obtain access agreements from the present owners. Best efforts shall include, at a minimum, certified letters from the Participant to the present owners of such properties requesting access agreements to permit the Participant, the Department, and their authorized representatives' access to such property. Such agreements shall provide access for

the Department and authorized representatives of the Department, as specified below. In the event that such access agreements are not obtained, the Participant shall so notify the Department, which may then, at its discretion, assist the Participant in gaining access. The Participant shall provide authorized representatives of the Department access to the site and other areas where work is to be performed at all reasonable times. Such access shall be related solely to the work being performed on the site pursuant to this agreement and may include, but is not limited to: inspecting and copying of site and facility records; reviewing the progress of the Participant in carrying out the terms of this agreement; conducting such tests, inspections, and sampling as the Department may deem necessary; using a camera, sound recording, or other documentary type equipment for field activities; and verifying the data submitted to the Department by the Participant hereunder. Prior to conducting remediation activities, the Participant shall provide a minimum of 24 hours advance notice to the Department to allow observation of site activities and to allow the Department's authorized representatives to collect split samples, at the Department's discretion. The Participant shall permit the Department's authorized representatives to inspect and copy all records, files, photographs, documents, and other writings, including all sampling and monitoring data, which pertain to this agreement and over which the Participant exercises authority. If the VRP Project Manager authorizes a representative to conduct any activities under this Section IX, the VRP Project Manager shall provide a minimum of 24 hours advance notice to the Participant of the identity of the representative and the activities to be conducted by the representative.

**X. Deliverables and Submittal Schedule**

The required submittals shall include:

**A. Final Voluntary Remediation Work Plan**

In accordance with 20.6.3.400 NMAC, the Participant shall submit to the Department a proposed final voluntary remediation work plan, detailing investigative, remedial, and monitoring activities that are proposed and that have been completed to achieve the performance standards described in Section VIII of this agreement. At a minimum, the final work plan must include the elements listed in 20.6.300.B NMAC. The final work plan may incorporate by reference previously submitted documents.

**Schedule of submittal by Participant:**

The proposed final work plan shall be submitted no later than 30 days after the voluntary remediation agreement has been signed.

**Schedule of review by Department:**

The Secretary or his designee shall review and approve, approve with conditions, or disapprove the proposed final work plan no later than 45 days following submittal of the final work plan. Written notice shall be made of any conditions or deficiencies. If the Secretary or his designee disapproves the final work plan, the Participant may be granted an opportunity to submit a revised version, as determined by the Secretary or his designee.

Modification of Voluntary Remediation Work Plan:

The approved final voluntary remediation work plan may be modified at the request of the Participant and/or the Department, with both parties' approval, in accordance with 20.6.3.400.D NMAC.

**B. Periodic Status Reports**

The Participant shall submit semi-annual status reports on the status of final work plan implementation, including a discussion of remedial and monitoring activities completed. The status reports shall be submitted until the Department approves the Voluntary Remediation Completion Report.

**C. Voluntary Remediation Completion Report**

In accordance with 20.6.3.500.B NMAC, following the completion of site voluntary remediation activities, the Participant shall demonstrate to the Department that site conditions meet the applicable standards specified in Section VIII herein by submitting to the Department a Voluntary Remediation Completion Report. The content of the completion report is detailed in 20.6.3.500.B NMAC. The report shall be submitted to the Department with the legal description of the affected property, and with an Affidavit of Completion of Voluntary Remediation from the Participant that indicates that remediation is complete, in accordance with this agreement and applicable regulations and guidance.

Schedule of submittal by the Participant:

The Voluntary Remediation Completion Report shall be submitted to the Department within 90 days following completion of voluntary remediation activities.

Schedule of review by Department:

The Department shall review and determine the sufficiency of a completion report within 45 days of receipt. If the Secretary or his designee does not approve the completion report, the Secretary or his designee shall either issue a finding that the Participant is not in compliance with the agreement and terminate the agreement, or advise the Participant in writing of data gaps in the report. The Participant shall correct any identified data gaps and resubmit the completion report within 30 days of receipt of notice of data gaps.

**XI. Certificate of Completion**

If the Secretary or his designee approves the Voluntary Remediation Completion Report, the Secretary or his designee will issue either a Certificate of Completion or a Conditional Certificate of Completion, as appropriate, pursuant to Section 74-4G-7 NMSA 1978 and 20.6.3.500.B NMAC. If a Conditional Certificate of Completion is issued, the Department shall conduct audits to ensure that all engineering controls, remediation systems, post-closure care, and affirmations of future non-residential land use, as applicable, are being maintained appropriately. These audits shall be performed at least every other year for the first ten (10) years following the issuance of the Conditional Certificate of Completion, and every five (5) years thereafter. If, during the course of such an audit, the Department finds that any of the monitoring requirements, engineering controls, remediation systems, post-closure care, or affirmations of future non-residential land use are not being properly maintained such that the

performance standards described in Section VIII of this agreement are no longer being met, the Department may revoke the Conditional Certificate of Completion and initiate an enforcement action.

#### **XII. Covenant Not to Sue**

Pursuant to Section 74-4G-8 NMSA 1978 and 20.6.3.600 NMAC, after the Secretary or his designee issues the Certificate of Completion or Conditional Certificate of Completion, the Secretary or his designee shall provide a Covenant Not to Sue to a purchaser or prospective purchaser of the site that did not contribute to the site contamination for any direct liability, including future liability, for claims based upon the contamination covered by the agreement and over which the Department has authority. Except as may be provided under federal law or as may be agreed to by a federal government entity, the Covenant Not to Sue shall not release or otherwise apply to claims by the federal government for claims based on federal law. Except as may be agreed to by another Department or agency of the state, the Covenant Not to Sue shall not release or otherwise apply to claims of any other office, Department, or agency of the state. Except as may be agreed to by a third party, the Covenant Not to Sue shall not release or otherwise affect a person's liability to third parties.

#### **XIII. Dispute Resolution**

This section shall apply to any dispute arising under any section of this agreement, unless specifically excepted. Dispute resolution shall be conducted in accordance with Voluntary Remediation Regulations (20.6.3.300.NMAC).

#### **XIV. Reservation of Rights**

The Department and Participant reserve all rights and defenses they may have pursuant to any available legal authority unless expressly waived herein. The Department expressly reserves the right to take any action, including any enforcement action, to address any release not covered by this agreement, including any release that occurs after issuance of the Certificate of Completion or any release of a contaminant not covered by the voluntary remediation agreement. The Secretary's Covenant Not to Sue shall not apply to any such release.

Nothing herein is intended to release, discharge, or in any way affect any claims, causes of action or demands in law or equity which the parties may have against any person, firm, partnership or corporation not a party to this agreement for any liability it may have arising out of, or relating in any way to the generation, storage, treatment, handling, transportation, release or disposal of any materials, hazardous substances, hazardous waste, contaminants or pollutants at, to, or from the site. The parties to this agreement expressly reserve all rights, claims, demands, and causes of action they have against any and all other persons and entities who are not parties to this agreement, and as to each other for matters not covered hereby.

#### **XV. Enforcement Shield**

Pursuant to the provisions of 20.6.3.300.A NMAC, the Secretary will not initiate any enforcement action, including an administrative or judicial action, against a Participant for the contamination or release thereof, or for the activity that results in the contamination or release thereof, if the contamination is the subject of an agreement pursuant to 20.6.3 NMAC. However, this Section shall not be a bar to any enforcement action if the agreement is not finalized, if the

agreement is terminated or rescinded, or if the Participant does not successfully initiate or implement the agreement within a reasonable time under the schedules set forth in the voluntary remediation agreement and approved work plans.

**XVI. Oversight Costs**

Oversight costs have been waived for this project.

**XVII. Notice of Bankruptcy**

As soon as Participant has knowledge of its intention to file bankruptcy, or no later than seven days prior to the actual filing of a voluntary bankruptcy petition, Participant shall notify the Department of its intention to file a bankruptcy petition. In the case of an involuntary bankruptcy petition, Participant shall give notice to the Department as soon as it acquires knowledge of such petition.

**XVIII. Effective Date and Subsequent Modification**

The agreement shall become final and effective upon being signed by both the Secretary or his designee and the Participant. The effective date of the agreement shall be the later date of signature by either the Secretary or his designee or the Participant. This agreement may be amended only by mutual agreement of the Department and the Participant. Amendments shall be in writing and shall be effective upon being signed by both the Secretary or his designee and the Participant.

**XIX. Termination**

As provided for in 20.6.3.300.H NMAC, if an agreement is not reached between an applicant and the Secretary or his designee on or before the thirtieth (30<sup>th</sup>) calendar day after the Secretary or his designee determines an applicant to be eligible pursuant to the provisions of 20.6.3.200 and 20.6.3.300 NMAC, the applicant or the Secretary or his designee may withdraw from the negotiations. The Participant may terminate the voluntary remediation agreement upon sixty (60) calendar day's written notice via certified mail, return receipt requested to the Department. The Secretary or his designee may terminate this agreement upon finding that the Participant is not in compliance with this agreement. Notice of termination will be made to the Participant via certified mail, return receipt requested, and facts supporting the rationale for termination shall be set forth in the notification.

**XX. Complete Agreement**

This agreement contains the entire agreement of the parties.

**XXI. Applicable Law**

This agreement shall be governed by and construed in accordance with the laws of the State of New Mexico.

The provisions of this agreement shall be satisfied when the Department gives the Participant written notice in the form of a Certificate of Completion that the Participant has demonstrated to the Secretary's satisfaction that the terms of this agreement have been completed, including the selection and implementation of a remedial action, when appropriate.

Nothing in this agreement shall restrict the State of New Mexico from seeking other appropriate relief to protect human health or the environment from contamination at or from this site if not remediated in accordance with this agreement.

**Signatures**

Participant:

By: \_\_\_\_\_  
(Signature of authorized representative)

Name: \_\_\_\_\_  
(Print or type)

Date: \_\_\_\_\_

New Mexico Environment Department:

By: \_\_\_\_\_  
(Secretary or designee)

Name: \_\_\_\_\_  
(Print or type)

Date: \_\_\_\_\_

Attachments: Exhibit 1: Legal Description of Property

ATTEST:

\_\_\_\_\_  
Geraldine Salazar, County Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Gregory S. Shaffer, County Attorney

NEW MEXICO ENVIRONMENT DEPARTMENT  
VOLUNTARY REMEDIATION AGREEMENT

EXHIBIT 1

Legal Description of Property

Santa Fe County Judicial Complex  
VRP #53092001

**I. Tract of Land Comprising Site.**

The Site is a 2.35 acre tract, more or less, of the Santa Fe County Judicial Complex redevelopment project located at 327 Sandoval Street (NE corner of the intersection of Sandoval Street and Montezuma Avenue) in Santa Fe, Santa Fe County, New Mexico. Said 2.35 acre voluntary remediation site is more particularly described as follows:

Legal Description for the Santa Fe First Judicial District Courthouse:

A tract of land within projection Section 24, Township 17 North, Range 9 East of the New Mexico Principle Meridian, Town of Santa Fe Grant, City of Santa Fe, Santa Fe County, New Mexico, more particularly described as follows:

Beginning at the Southwest Comer of the tract described, and the southwest corner of Tract A-B, Lands of Monteval Holdings, Inc. filed in Book 415, Page 035 of the County Records, the corner being marked with a rebar and cap;

Thence, proceeding along the easterly sideline of Sandoval Street, North 17°56' 56" East a distance of 54.05 feet to a concrete nail with a brass washer set in the sidewalk;

Thence, North 75°08'00" West a distance of 0.55 feet to a concrete nail with a brass washer set in the sidewalk;

Thence, North 17°52'56" East a distance of 67.41 feet to a concrete nail with a brass washer set in the sidewalk;

Thence, South 73°35'10" East a distance of 0.55 feet to a point marked with a 5/8 inch rebar with a yellow plastic cap stamped "W.F. Brewster PS 10855";

Thence, North 17°47'29 East a distance of 50.25 feet to a "PK" nail at the rim of a manhole;

Thence, North 17°46'00 East a distance of 14.20 feet to an "X" chiseled in sidewalk;

Thence, along a curve to the right, a distance of 159.99 feet, said curve having a radius of 497.33 feet, a central angle of 18°25'54", and a chord of North 27°03'30" East 159.30 feet to a point marked with a 5/ inch rebar with a yellow plastic cap stamped "W.F. Brewster PS 10855", the proceeding seven courses being in the sideline of Sandoval Street;



Thence, South 67°50'00" East a distance of 273.82 feet along the southerly line of Tract A, Replat of Block 6, De Vargas Urban Renewal Area, to a point marked with a 5/8 inch rebar with a yellow plastic cap stamped "W.F. Brewster PS 10855".

Thence, South 21°45'00" West a distance of 78.89 feet to a point;

Thence, South 24°27'30" West a distance of 47.64 feet to a point;

Thence, South 23°37'00" West a distance of 25.42 feet to a point marked with a 5/8 inch rebar with a yellow plastic cap stamped "W.F. Brewster PS 10855";

Thence, South 63°21'15" East a distance of 82.69 feet to a point marked with a 5/8 inch rebar with a yellow plastic cap stamped "W.F. Brewster PS 10855"

Thence, South 26°16'43" West a distance of 140.90 feet to a point marked with a 5/8 inch rebar with a 5/8 inch rebar with a yellow plastic cap stamped "W.F. Brewster PS 1 0855"

Thence, continuing along the North sideline of Montezuma Street: North 75°29'42" West a distance of 69.47 feet to a point marked with a 5/8 inch rebar with a yellow plastic cap stamped "W.F. Brewster PS 10855"

Thence, North 75°03'46" West a distance of 49.18 feet to a point marked with a 5/8 inch rebar with a yellow plastic cap stamped "W .F. Brewster PS 10855"

Thence, North 75°20'28" West a distance of 99.46 feet to a point marked with a 5/8 inch rebar with a yellow plastic cap stamped "W.F. Brewster PS 10855"

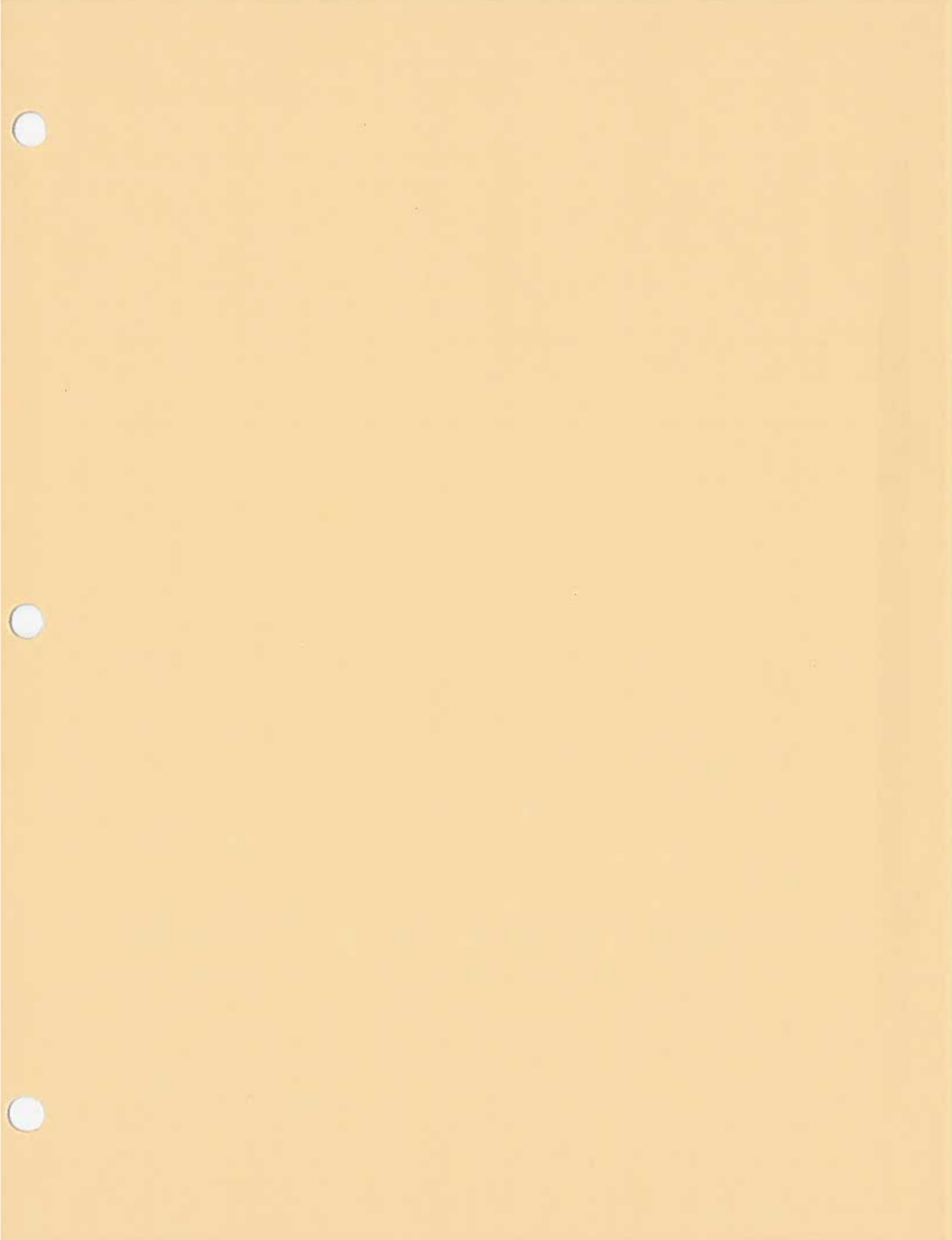
Thence, North 75°08'00" West a distance of 127.56 feet to the Point of Beginning.

The tract contains an area of 102,665 square feet, 2.357 acres, more or less.

The tract herein described is shown on the following plans:

"The Kennedy Building and Territorial Plaza Addition" by Guy D. Hayden, NMLS #4070, filed in Book 145 Page 035, Office of County Clerk, Santa Fe County, Santa Fe, New Mexico; and "Boundary Survey Plat of Parcel 1 & 2 lying and being situate at 225 Montezuma Avenue, within projected Section 24, T17N, R9E, within the Santa Fe Grant, NMPM, City of Santa Fe, Santa Fe County, New Mexico, prepared by Dean L. Shrader NMLS #12451, dated April 27 1999 filed in the Office of the County Clerk, County of Santa Fe, Santa Fe, New Mexico in Book 415 Page 12.



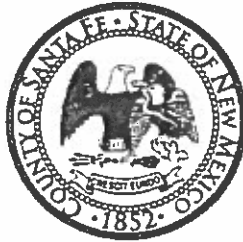




**Daniel "Danny" Mayfield**  
Commissioner, District 1

**Miguel Chavez**  
Commissioner, District 2

**Robert A. Anaya**  
Commissioner, District 3



**Kathy Holian**  
Commissioner, District 4

**Liz Stefanics**  
Commissioner, District 5

**Katherine Miller**  
County Manager

Date: June 11, 2014

To: Santa Fe County Board of County Commissioners

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

Re: Request Approval of Amendment No. 2 to the Collective Bargaining Agreement between Santa Fe County and the Santa Fe County Firefighters Association, Local 4366, International Association of Firefighters

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**BACKGROUND AND SUMMARY**

The Santa Fe County Board of County Commissioners approved the collective bargaining agreement in November 2012. Although Article 23, Insurance is not open for re-negotiation, the cost of insurance is an issue that has been addressed by the Board of County Commissioners for all employees and approved by the Union and the County. This agreement will increase insurance benefits for employees to include the following:

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

**ACTION REQUESTED**

The Union and Management Teams request approval of amendment no. 2 to the Collective Bargaining Agreement between Santa Fe County and the Santa Fe County Firefighters Association, Local 4366, International Association of Firefighters. Thank you for your consideration.

**Attachment:**

*Amendment No.2 to the Collective Bargaining Agreement Between Santa Fe County and the Santa Fe County Firefighters Association, Local 4366, International Association of Firefighters.*

**AMENDMENT NO. 2  
TO  
COLLECTIVE BARGAINING AGREEMENT  
BETWEEN SANTA FE COUNTY AND  
THE SANTA FE COUNTY FIREFIGHTERS ASSOCIATION, LOCAL 4366,  
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS**

**THIS AMENDMENT** is made and entered into as of this 27<sup>th</sup> day of June 2014, by and between Santa Fe County, a political subdivision of the State of New Mexico (hereinafter referred to as "the County") and the Santa Fe County Firefighters Association, Local 4366, International Association of Firefighters (herein referred to as "the Union").

**WHEREAS**, the County and the Union entered into the Collective Bargaining Agreement effective November 13, 2013 to August 30, 2015;

**WHEREAS**, on July 30, 2013 the parties entered into Amendment No. 1 to the Collective Bargaining Agreement in order to increase employer contributions to insurance premiums; and

**WHEREAS**, both parties agree that although Article 23, Insurance, is not open for renegotiation, they desire to have bargaining unit members receive the benefit of increased employer contributions to insurance premiums which will be provided to non-bargaining unit employees of Santa Fe County.

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

**1. ARTICLE 23: INSURANCE** is hereby further amended to read as follows:

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

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

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

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

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

**SANTA FE COUNTY**

\_\_\_\_\_  
Daniel Mayfield, Chairperson

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Geraldine Salazar, Santa Fe County Clerk

\_\_\_\_\_  
Date

☐ **APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Gregory S. Shaffer, Santa Fe County Attorney

6-13-14  
\_\_\_\_\_  
Date

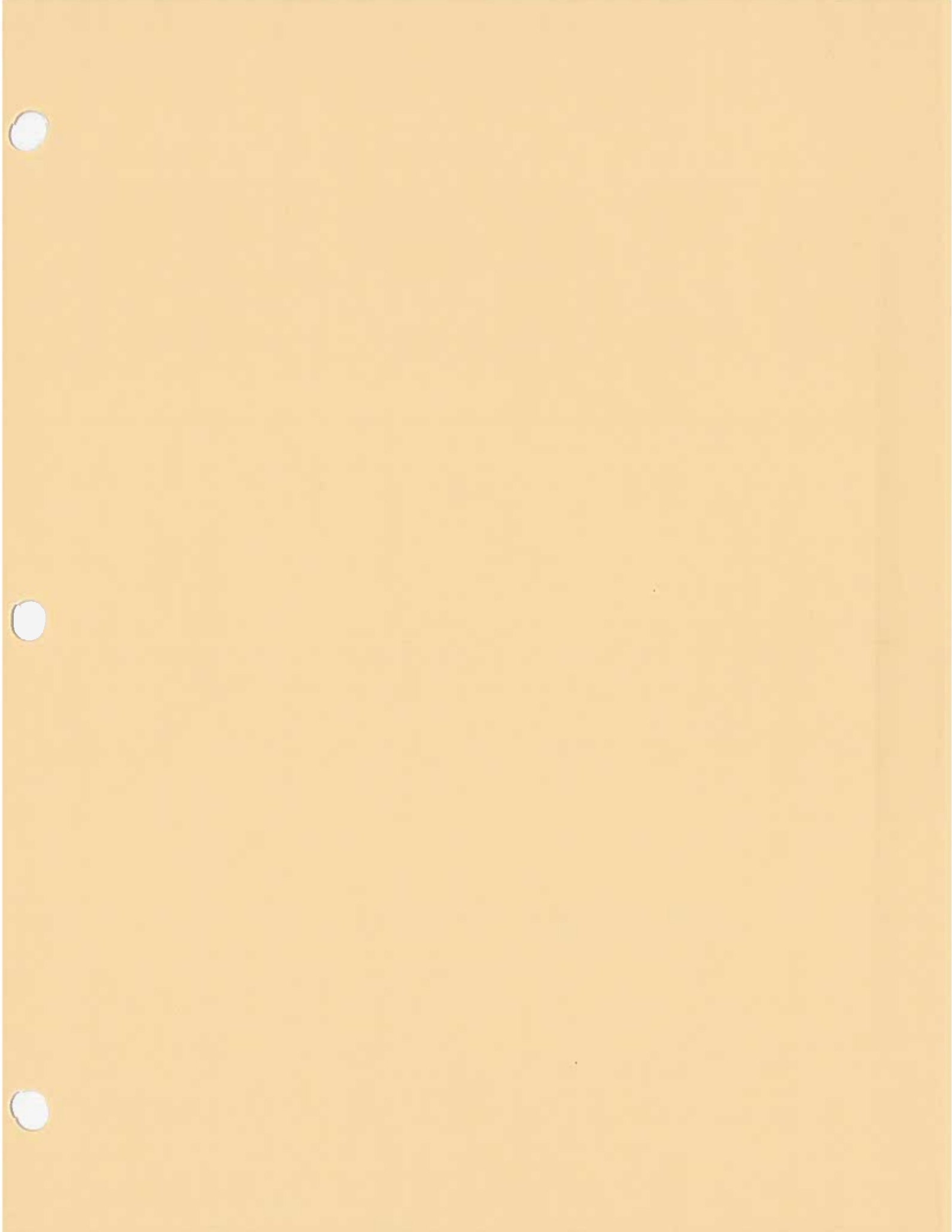
**SANTA FE COUNTY FIREFIGHTERS ASSOCIATION, LOCAL 4366, IAFF:**

\_\_\_\_\_  
Eric Anderson, Union President

\_\_\_\_\_  
Date









**Daniel "Danny" Mayfield**  
Commissioner, District 1

**Miguel Chavez**  
Commissioner, District 2

**Robert A. Anaya**  
Commissioner, District 3



**Kathy Holian**  
Commissioner, District 4

**Liz Stefanics**  
Commissioner, District 5

**Katherine Miller**  
County Manager

Date: June 11, 2014

To: Santa Fe County Board of County Commissioners

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

Re: Request Approval of Amendment No. 1 to the Collective Bargaining Agreement between Santa Fe County and the American Federation of State, County, and Municipal Employees Council 18, Local 1782, AFL-CIO

---

**BACKGROUND AND SUMMARY**

The Santa Fe County Board of County Commissioners approved the collective bargaining agreement in June 2013. Although Article 32, Benefits is not open for re-negotiation, the cost of insurance is an issue that has been addressed by the Board of County Commissioners for all employees and approved by the Union and the County. This agreement will increase insurance benefits for employees to include the following:

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

**ACTION REQUESTED**

The Union and Management Teams request approval of amendment no. 1 to the Collective Bargaining Agreement between Santa Fe County and the American Federation of State, County, and Municipal Employees Council 18, Local 1782, AFL-CIO. Thank you for your consideration.

**Attachment:**

*Amendment No.1 to the Collective Bargaining Agreement Between Santa Fe County and the American Federation of State, County, and Municipal Employees Council 18, Local 1782, AFL-CIO*

**AMENDMENT NO. 1  
TO  
COLLECTIVE BARGAINING AGREEMENT  
BETWEEN SANTA FE COUNTY AND  
THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES; NEW  
MEXICO COUNCIL 18, LOCAL 1782, AFL-CIO**

**THIS AMENDMENT** is made and entered into as of this 27<sup>th</sup> day of June 2014, by and between Santa Fe County, a political subdivision of the State of New Mexico (hereinafter referred to as “the County”) and the American Federation of State, County, and Municipal Employees; New Mexico Council 18, Local 1782, AFL-CIO (herein referred to as “the Union”).

**WHEREAS**, the County and the Union entered into the Collective Bargaining Agreement effective June 25, 2013 to December 31, 2015;

**WHEREAS**, both parties agree that although Article 23, Insurance, is not open for renegotiation, they desire to have bargaining unit members receive the benefit of increased employer contributions to insurance premiums which will be provided to non-bargaining unit employees of Santa Fe County.

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

**1. ARTICLE 32: BENEFITS** is hereby further amended to read as follows:

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

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

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

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

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

**SANTA FE COUNTY**

\_\_\_\_\_  
Daniel Mayfield, Chairperson

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Geraldine Salazar, Santa Fe County Clerk

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Gregory S. Shaffer, Santa Fe County Attorney

6-13-14  
\_\_\_\_\_  
Date

**AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES; NEW MEXICO COUNCIL 18, LOCAL 1782, AFL-CIO:**

\_\_\_\_\_  
David Lucero, Union President

\_\_\_\_\_  
Date





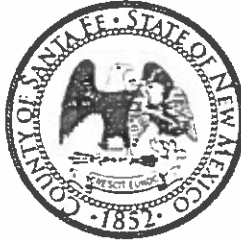




**Daniel "Danny" Mayfield**  
Commissioner, District 1

**Miguel Chavez**  
Commissioner, District 2

**Robert A. Anaya**  
Commissioner, District 3



**Kathy Holian**  
Commissioner, District 4

**Liz Stefanics**  
Commissioner, District 5

**Katherine Miller**  
County Manager

Date: June 11, 2014

To: Santa Fe County Board of County Commissioners

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

Re: Request Approval of Amendment No. 3 to the Collective Bargaining Agreement between Santa Fe County and the New Mexico Coalition of Public Safety Officers (Regional Emergency Communications Center-RECC)

---

**BACKGROUND AND SUMMARY**

The Santa Fe County Board of County Commissioners approved the collective bargaining agreement in November 2011. Although Articles 24, Insurance and Article 33, Wages are not open for re-negotiation, the cost of insurance and cost of living adjustments are issues that has been addressed by the Board of County Commissioners for all employees and approved by the Union and the County. This agreement will allow for bargaining unit employees to receive a 1% salary increase effective upon their anniversary date the first full pay period following execution of Amendment No. 3 and each anniversary thereafter through July 30, 2015 and increase insurance benefits for employees to include the following:

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

**ACTION REQUESTED**

The Union and Management Teams request approval of amendment no. 3 to the Collective Bargaining Agreement between Santa Fe County and the New Mexico Coalition of Public Safety Officers (Regional Emergency Communications Center-RECC). Thank you for your consideration.

**Attachment:**

*Amendment No.3 to the Collective Bargaining Agreement Between Santa Fe County and the New Mexico Coalition of Public Safety Officers (Regional Emergency Communications Center-RECC)*

**AMENDMENT NO. 3  
TO  
COLLECTIVE BARGAINING AGREEMENT  
BETWEEN SANTA FE COUNTY AND  
THE NEW MEXICO COALITION OF PUBLIC SAFETY OFFICERS (REGIONAL  
EMERGENCY COMMUNICATIONS CENTER-RECC)**

**THIS AMENDMENT** is made and entered into as of this 27<sup>th</sup> day of June 2014, by and between Santa Fe County, a political subdivision of the State of New Mexico (hereinafter referred to as "the County") and the New Mexico Coalition of Public Safety Officers (Regional Emergency Communications Center-RECC) (herein referred to as "the Union").

**WHEREAS**, the County and the Union entered into the Collective Bargaining Agreement effective November 8, 2011 to July 30, 2015; and

**WHEREAS**, on June 26, 2012 the parties entered into Amendment No. 1 to the Collective Bargaining Agreement in order to increase employer contributions to insurance premiums and wages; and

**WHEREAS**, on June 25, 2013 the parties entered into Amendment No. 2 to the Collective Bargaining Agreement in order to satisfy the financial reopener which resulted in the implementation of the pay scale and an increase employer contributions to insurance premiums; and

**WHEREAS**, both parties agree that although Article 24, Insurance, is not open for renegotiation, they desire to have bargaining unit members receive the benefit of increased employer contributions to insurance premiums which will be provided to non-bargaining unit employees of Santa Fe County.

**WHEREAS**, both parties agree that salary increases based on the pay scale attached hereto as Exhibit A shall remain effective through July 30, 2015 and all other bargaining unit employees whose wages are not addressed by the pay scale shall receive a 1% salary increase effective upon their anniversary date the first full pay period following execution of Amendment No. 3 and each anniversary thereafter through July 30, 2015;

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

**1. ARTICLE 24: INSURANCE** is hereby amended to read as follows:

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

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

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

2. **ARTICLE 33, WAGES**, as amended by Amendment No. 1, 2, and 3 is deleted in its entirety and replaced with the following:

**ARTICLE 33, WAGES**

- A. Upon ratification and approval by the Board of County Commissioners, Union employees shall receive up to four \$125.00 temporary salary adjustments as retention incentives. Each temporary pay increase shall be paid over four pay periods. The temporary salary adjustments as retention incentives will begin the pay day of July 20, 2012. Bargaining unit employees shall also receive a 1% cost of living adjustment effective the first full pay period in January 2013. The next wage re-opener will occur no earlier than March 29, 2013. Union employees shall also receive two (2) personal holidays for a total of three personal holidays for calendar year 2012 to be used upon approval by the Board of County Commissioners that must be used by December 14, 2012. The following pay scale will apply for promotional purposes.

Years of Service	1	2	3
ECS I	\$14.00		
ECS II		\$16.00	
ECS III			\$17.50

- B. Salary increases based on the pay scale attached hereto as Exhibit A shall become effective the first full pay period after each bargaining unit employee's anniversary date following execution of this Amendment. This pay scale will be effective through June 28, 2014.
- C. All other bargaining unit employees whose wages are not addressed by the pay scale shall receive a 1% salary increase effective upon their anniversary date the first full pay period following execution of Amendment No. 2 and each anniversary thereafter through June 28, 2014.
- D. Salary increases based on the pay scale attached hereto as Exhibit A shall become effective the first full pay period after each bargaining unit employee's anniversary date following execution of this Amendment. This pay scale will be effective through July 30, 2015.
- E. All other bargaining unit employees whose wages are not addressed by the pay scale shall receive a 1% salary increase effective upon their anniversary date the first full pay period following execution of Amendment No. 2 and each anniversary thereafter through July 30, 2015.
3. All other provisions of the Collective Bargaining Agreement not specifically deleted, replaced or amended by Amendment No. 1, Amendment No. 2 and Amendment No. 3 shall remain in full force and effect.

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

SANTA FE COUNTY

\_\_\_\_\_  
Daniel Mayfield, Chairperson

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Geraldine Salazar, Santa Fe County Clerk

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Greg Shaffer, Santa Fe County Attorney

6-15-14  
\_\_\_\_\_  
Date

**THE NEW MEXICO COALITION OF PUBLIC SAFETY OFFICERS (REGIONAL  
EMERGENCY COMMUNICATIONS CENTER-RECC):**

\_\_\_\_\_  
Steve Harvey, Executive Director  
New Mexico Coalition of Public Safety Officers

\_\_\_\_\_  
Date

**Exhibit A**  
**Pay scale for the New Mexico Coalition of Public Safety Officers Regional Emergency Communications Center**

YOS	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
ECS I		14 0000																			
ECS II			16 0000																		
ECS III				17 5000	17 6750	17 8518	18 0301	18 2105	18 3927	18 5766	18 7624	18 9500	19 1395	19 3309	19 5242	19 7194	19 9166	20 1158	20 3170	20 5201	20 7253
Communications Team Leader					19 7005	19 8975	20 0965	20 2974	20 5004	20 7054	20 9125	21 1216	21 3328	21 5461	21 7616	21 9792	22 1990	22 4210	22 6452	22 8717	23 1004









**Daniel "Danny" Mayfield**  
Commissioner, District 1

**Miguel Chavez**  
Commissioner, District 2

**Robert A. Anaya**  
Commissioner, District 3



**Kathy Holian**  
Commissioner, District 4

**Liz Stefanics**  
Commissioner, District 5

**Katherine Miller**  
County Manager

Date: June 11, 2014

To: Santa Fe County Board of County Commissioners

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

Re: Request Approval of Amendment No. 5 to the Collective Bargaining Agreement between Santa Fe County and the Santa Fe County Deputy Sheriff's Association, A Subsidiary of the New Mexico Coalition of Public Safety Officers/NMCP SO

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**BACKGROUND AND SUMMARY**

The Santa Fe County Board of County Commissioners approved the collective bargaining agreement in November 2011. Although Section 10, Insurance is not open for re-negotiation, the cost of insurance is an issue that has been addressed by the Board of County Commissioners for all employees and approved by the Union and the County. This agreement will insurance benefits for employees to include the following:

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

**ACTION REQUESTED**

The Union and Management Teams request approval of amendment No. 5 to the Collective Bargaining Agreement between Santa Fe County and the Santa Fe County Deputy Sheriff's Association, A Subsidiary of the New Mexico Coalition of Public Safety Officers/NMCP SO. Thank you for your consideration.

**Attachment:**

*Amendment No.5 to the Collective Bargaining Agreement Between Santa Fe County and the Santa Fe County Deputy Sheriff's Association, A Subsidiary of the New Mexico Coalition of Public Safety Officers/NMCP SO*

**AMENDMENT NO. 5  
TO  
COLLECTIVE BARGAINING AGREEMENT  
BETWEEN SANTA FE COUNTY AND  
THE SANTA FE COUNTY DEPUTY SHERIFF'S ASSOCIATION, A SUBSIDIARY OF THE  
NEW MEXICO COALITION OF PUBLIC SAFETY OFFICERS/NMSCPSO**

**THIS AMENDMENT** is made and entered into as of this 27<sup>th</sup> day of June 2014, by and between **Santa Fe County**, a political subdivision of the State of New Mexico (hereinafter referred to as "the County") and the **Santa Fe County Deputy Sheriff's Association, A Subsidiary of the New Mexico Coalition of Public Safety Officers/NMCPSO** (herein referred to as "**the Union**").

**WHEREAS**, the County and the Union entered into the Collective Bargaining Agreement effective November 8, 2011 to October 30, 2015;

**WHEREAS**, the County and the Union entered into an amendment to that Agreement on June 26, 2012 to increase contributions to health benefits, implement temporary salary adjustments for retention and implement cost of living adjustments;

**WHEREAS**, the County and the Union entered into a second amendment to the Agreement on February 25, 2013 to address recruitment challenges for specialized duty assignments with minimum years of service requirements, and difficulties filling the Corporal classification;

**WHEREAS**, the County and the Union entered into a third amendment to the Agreement on May 31, 2013 to address the retention of certified law enforcement officers and officers assigned to specialty assignments;

**WHEREAS**, the County and the Union entered into a fourth amendment to the Agreement on June 25, 2013 for the financial re-opener required by Section 40, Wages of the Collective Bargaining Agreement to include implementation of the attached pay scale to be effective upon the first full pay period following each employee's employment anniversary date and both parties agreed that although Section 10, Insurance, is not an element of the wage re-opener, and it was an issue that should be addressed immediately and resulted in an increase to employer contributions to insurance premiums; and

**WHEREAS**, both parties agree that although Section 10, Insurance, is not open for renegotiation, they desire to have bargaining unit members receive the benefit of increased employer contributions to insurance premiums which will be provided to non-bargaining unit employees of Santa Fe County;

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

**1. SECTION 10: INSURANCE** is hereby amended to read as follows:

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

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

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

2. All other provisions of the Collective Bargaining Agreement not specifically deleted, replaced or amended by Amendment No. 1, Amendment No. 2, Amendment No. 3 and Amendment No. 4 shall remain in full force and effect.

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

**SANTA FE COUNTY**

\_\_\_\_\_  
Daniel Mayfield, Chairperson

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Geraldine Salazar, Santa Fe County Clerk

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Greg Shaffer, Santa Fe County Attorney

6-13-14  
\_\_\_\_\_  
Date

**THE SANTA FE COUNTY DEPUTY SHERIFF'S ASSOCIATION, A SUBSIDIARY OF THE  
NEW MEXICO COALITION OF PUBLIC SAFETY OFFICERS/NMSCPSO:**

\_\_\_\_\_  
Steve Harvey, Executive Director  
New Mexico Coalition of Public Safety Officers

\_\_\_\_\_  
Date



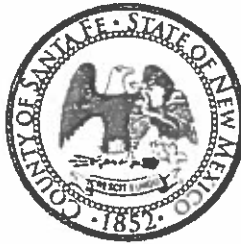




**Daniel "Danny" Mayfield**  
*Commissioner, District 1*

**Miguel M. Chavez**  
*Commissioner, District 2*

**Robert A. Anaya**  
*Commissioner, District 3*



**Kathy Holian**  
*Commissioner, District 4*

**Liz Stefanics**  
*Commissioner, District 5*

**Katherine Miller**  
*County Manager*

## **MEMORANDUM**

**DATE:** *June 24, 2014*

**TO:** *Board of County Commissioners*

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

**VIA:** *Katherine Miller, County Manager*  
*Teresa Martinez, Finance Director*

**ITEM AND ISSUE:** *BCC Meeting June 24, 2014*

**REQUEST APPROVAL OF AMENDMENT NO. 3 TO AGREEMENT NO. 2011-0269-FI/MS LODGERS TAX ADVERTISING AND PROMOTIONAL SERVICES WITH IMPRESSIONS ADVERTISING IN THE AMOUNT OF \$300,000.00 FOR A TOTAL CONTRACT AMOUNT OF \$1,200,000 INCLUSIVE OF GROSS RECEIPTS TAX AND TO EXTEND THE TERM FOR AN ADDITIONAL YEAR (Bill Taylor, Purchasing Division)**

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### ***Issue:***

The Finance Division is requesting to enter into Amendment No. 3 to Agreement No. 2011-02690-FI/MS Lodgers Tax Advertising and Promotional Services in the amount of \$300,000 inclusive of Gross Receipts Tax for FY2015.

### ***Background:***

Pursuant to 13-1-112 NMSA 1978, the Purchasing Division processed a Request for Proposal (RFP) 2011-0269-FI/MS for the Lodgers Tax Advertising and Promotional Services. Santa Fe County and Impressions Advertising entered into Agreement 2011-0269-FI/MS for advertising and promotional services. Amendment No. 3 will increase the contract amount for continued services in FY2015. This is the final year of the Agreement.

Within the last three years of the Contract, the Contractor has successfully developed and coordinated a media plan for Santa Fe County. The Contractor has developed new ads in the creative campaign to reach the drive market and other travelers that will interest them in the offerings that Santa Fe County can provide. The Contractor has also been instrumental in providing in-kind support to Santa Fe County businesses.

The target market continues to be adults between the ages of 35-64 with annual household incomes of more than \$70,000.00 as potential visitors to Santa Fe County. The primary geographic areas that are targeted as the drive market states include Texas, California, Colorado, Arizona, Oklahoma as well as New Mexico residents.

Fiscal Year 2014 also marked the fourth year that there has been an ongoing partnership with Santa Fe County and the City of Santa Fe (Santa Fe Convention and Visitors Bureau). This year, there was a collaboration of two separate press familiarization tours. The tours bring journalists into the area, hosting them for several days and guiding them through an extensive itinerary which highlights many City and County attractions and businesses.

***Recommendation:***

The Finance Division in conjunction with the Purchasing Division requests authorization for Amendment No. 3 to Agreement No. 2011-0269-FI/MS with Impressions Advertising for Lodgers Tax Advertising and Promotional Services in the amount of \$300,000.00 for a total contract amount of \$1,200,000 inclusive of gross receipts tax. And also requests County Manager signature authority on the purchase order.



**AMENDMENT NO. 3 TO  
PROFESSIONAL SERVICES AGREEMENT  
WITH IMPRESSIONS ADVERTISING  
TO PROVIDE ADVERTISING AND RELATED PROMOTIONAL SERVICES**

**THIS AMENDMENT** is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between **Santa Fe County**, a political subdivision of the State of New Mexico (hereinafter referred to as the "County"), and **Impressions Advertising** (hereinafter referred to as the "Contractor").

**WHEREAS**, on July 27, 2011 the County and the Contractor entered into Agreement No. 2011-0269-FI/MS in the amount of \$300,000 for the Contractor to provide advertisement and promotional services to publicize and promote tourist-related attractions and promotions for Santa Fe County;

**WHEREAS**, Amendment No. 1 to Agreement No. 2011-0269-FI/MS increased the Contractor's compensation by \$300,000 for FY 2013; Amendment No. 2 to the Agreement extended the term of the Agreement to June 30, 2014 and increased the Contractor's compensation by \$300,000 for FY 2014;

**WHEREAS**, according to Paragraph 15 of the Agreement any amendment to the Agreement must be in writing and executed by the parties;

**WHEREAS**, the parties desire to enter into this Amendment No. 3 to extend the term of the Agreement from July 27, 2014 to June 30, 2015 and increase the Contractor's compensation for the continuation of services through the end of FY 2015.

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

1. Article 2.A.2 (Compensation, Invoicing, and Set-Off) of Agreement No. 2011-0269-FI/MS is amended by deleting 2.A.2 and replace with:
  2. The total compensation to be paid under this Agreement including fees and costs as stated in Exhibit A attached hereto, shall be \$300,000 for FY 2012; \$300,000 for FY 2013; \$300,000 for FY 2014; and \$300,000 for FY 2015 for a total compensation not to exceed One Million Two Hundred Thousand Dollars (\$1,200,000.00), inclusive of New Mexico gross receipts tax. Compensation will be paid on a monthly basis for services rendered.
2. Article 3 (Effective Date and Term) of Agreement No. 2011-2011-0269-FI/MS is amended by inserting a new subparagraph B to read as follows:
  - A. Pursuant to Amendment No. 3, the term of this Agreement is extended to June 30, 2015, unless earlier terminated pursuant to Article 5 (Termination).
3. All other provisions of Agreement No. 2011-0269-FI/MS not specifically amended by Amendment Nos. 1, 2 and this Amendment No. 3 shall remain in full force and effect.

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

**SANTA FE COUNTY BOARD OF COUNTY COMMISSIONERS**

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

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Geraldine Salazar  
Santa Fe County Clerk

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Greg Shaffer  
Santa Fe County Attorney

\_\_\_\_\_  
5-13-14  
Date

**APPROVED:**

**FINANCE DEPARTMENT**

\_\_\_\_\_  
Teresa C. Martinez  
Santa Fe County Finance Director

\_\_\_\_\_  
5/14/14  
Date

\_\_\_\_\_  
Katherine Miller  
Santa Fe County Manager

\_\_\_\_\_  
5-27-14  
Date

**CONTRACTOR:**

\_\_\_\_\_  
Russell Roundtree, Owner

\_\_\_\_\_  
5.30.14  
Date

### Cost Proposal—Budget, Services And Charges

Hourly rates are charged for: Administrative, Consultation (meeting), Copywriting/editing, Design/layout, Creative, Illustration, Mechanical production, Project supervision, Video and audio production.

Media commissions of 15% are earned by the agency or added to the net cost of the placement. Likewise, printing commissions of 15% are earned by the agency from vendors or are added to the net cost of the job. Materials are billed at cost plus 15%, which includes electronic outputs, scans, special art supplies, etc. Long distance phone calls are charged at cost. Local deliveries and long distance deliveries such as Federal Express or DHL Express are charged at net.

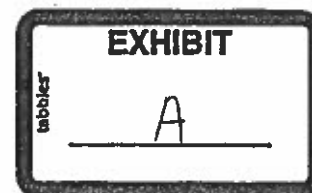
Impressions Advertising bills for time and materials on a monthly basis; thus, if a project is begun in July and continues into August, bills for the time and materials spent on that project will appear in both months. (Impressions employees record their time in quarter-hour increments.)

Our billing is submitted on approximately the tenth of every month.

Time charges will be billed for the following services:

Consultation.....	\$80.00
Project Supervision .....	\$80.00
Creative development.....	\$80.00
Design/layout.....	\$70.00
Print production/traffic .....	\$50.00
Research .....	\$70.00
Copywriting/editing .....	\$70.00
Mechanical or electronic assembly .....	\$70.00
Illustration.....	\$70.00
Video/Audio production .....	\$70.00
Administration/accounting.....	\$50.00

On the following pages are requested sample proposed breakdowns for annual budgets of \$270,000, \$285,000 and \$300,000.





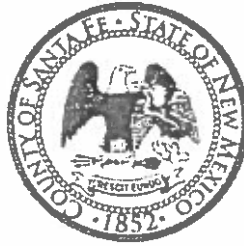




**Daniel "Danny" Mayfield**  
*Commissioner, District 1*

**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:** Santa Fe County Board of County Commissioners

**Through:** Katherine Miller, County Manager *KM*  
Rachel O'Connor, Director, Community Services Department

**From:** Lupe Sanchez  
Santa Fe County DWI Program

**Date:** June 10, 2014

**Subject:** Request Approval to Amend Professional Service Agreement #2014-0003-DWI/MS with Capital City Cab for the Cab Ride Home program in the amount of \$100,000.00

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**Issue:**

Request Approval to Enter into Amendment # 1, for Professional Service Agreement #2014-0003-DWI/MS with Capital City Cab for the Cab Ride Home program in the amount of \$100,000.00 increasing total contractual amount to \$256,000.00.

**Background:**

Local DWI (LDWI) funds are generated from excise tax on the sale of alcohol, collected by the New Mexico Department of Taxation and Revenue, and administered by the Department of Finance and Administration (DFA). Local DWI funds are used to fund Santa Fe County's DWI program, which includes the Cab Ride Home program.

The Cab Ride Home program has been in operation since 2007, started as a pilot project aiming to reduce alcohol related fatalities and crashes. Cab Ride Home services have been provided by Capital City Cab since the inception of the program. The program has grown in popularity over recent years with the number of riders increasing from 8,897 in 2010 to 12,245 in 2013. In addition the County for fiscal year 2014 implemented a new policy to the Cab Ride Home program, increasing the fee from \$1 to \$5 for one to two riders and \$10 for three or more riders, for each one

way Cab Ride Home. Amendment #1 to Professional Agreement #2014-0003-DWI/MS will allow for the County to continue providing Cab Ride Home Services in fiscal year 2015.

**Staff Recommendation:**

Staff recommends approval of Agreement #2014-0003-DWI/MS Amendment #1 with Capital City Cab to provide chauffer and designated driver services at compensation not to exceed \$100,000.00 per year.

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**AMENDMENT NO. 1  
TO PROFESSIONAL SERVICES AGREEMENT  
WITH CAPITAL CITY CAB TO PROVIDE  
CHAUFFER AND DESIGNATED DRIVER SERVICE  
(CADDY PROGRAM)**

**THIS AMENDMENT NO. 1** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by and between Santa Fe County, hereinafter referred to as "the **County**," and **Capital City Cab**, a New Mexico corporation with a principal address located at 2875 Industrial Road, Santa Fe, NM 87507, hereinafter referred to as "the Contractor."

**WHEREAS**, on July 2, 2013, the County and Contractor entered into Agreement No. 2014-0003-DWI/MS to provide for the provision of designated driver services in Santa Fe County for a contract sum of \$156,000.00;

**WHEREAS**, according to Article 14 of the Agreement (Amendment), any amendment to Agreement No. 2014-0003-DWI/MS must be by an instrument in writing executed by the parties;

**WHEREAS**, Agreement No. 2014-0003-DWI/MS is due to expire on July 2, 2014 and the County desires Contractor to continue to provide services into FY 2015, amend certain services provided by the Contractor, and increase the Contractor's compensation for the extended term into FY 2015;

**NOW THEREFORE**, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

1. Article 1 (Scope of Work) of Agreement No. 2014-0003-DWI/MS is amended by deleting subparagraph "D" in its entirety and replace it with:

D. CADDY Ride Home Fares: Contractor shall collect \$5.00 for 1 to 2 riders for each one-way CADDY ride home; \$10.00 for 3 or more riders for each one-way CADDY ride home and deduct \$5.00 or \$10.00, as applicable, from the total fare charged to the County under this Agreement. The cost of a one-way CADDY trip charged to the County shall not exceed \$25.00 per one-way CADDY ride. CADDY riders will be responsible for any fare accrued above the \$25.00 maximum.

2. Article 1 (Scope of Work) is amended by deleting subparagraph "E" in its entirety and re-designate subparagraphs "F", "G", and "H" as "E", "F", and "G," respectively.

3. Article 2.A.1) (Compensation, Invoicing and Set-Off) is amended by inserting a new subparagraph "a" to read as follows:

a. By Amendment No. 1 extending the term of this Agreement to July 2, 2015 and revising Contractor's scope of services, the amount payable to the Contractor for the period of July 2, 2014 to July 2, 2015 is One Hundred Thousand Dollars (\$100,000), exclusive of New Mexico gross receipts tax. The total amount payable

to the Contractor for the term of this Agreement shall not exceed Two Hundred Fifty Six Thousand Dollars and No Cents (\$256,000.00), exclusive of NM gross receipts tax.

4. Article 3 (Effective Date and Term) is amended by inserting a new sub paragraph "A" to read as follows:

A. By Amendment No. 1 to this Agreement, the term of this Agreement is extended from July 2, 2014 to July 2, 2015, unless earlier terminated pursuant to Article 4 (Termination) or 5 (Appropriations and Authorizations).

5. All provision of Agreement No. 2014-0003-DWI/MS not specifically amended by this Amendment No. 1 shall remain in full force and effect.

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

**SANTA FE COUNTY**

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

Date: \_\_\_\_\_

**APPROVED AS TO FORM**

\_\_\_\_\_  
Greg Shaffer  
Santa Fe County Attorney

Date : 5-31-14

**APPROVED**

**FINANCE DEPARTMENT**

\_\_\_\_\_  
Teresa C. Martinez  
Director

Date: 5/22/14

\_\_\_\_\_  
Katherine Miller  
Santa Fe County Manager

Date: 6.2.14

**CONTRACTOR**

\_\_\_\_\_  
(Signature and title)

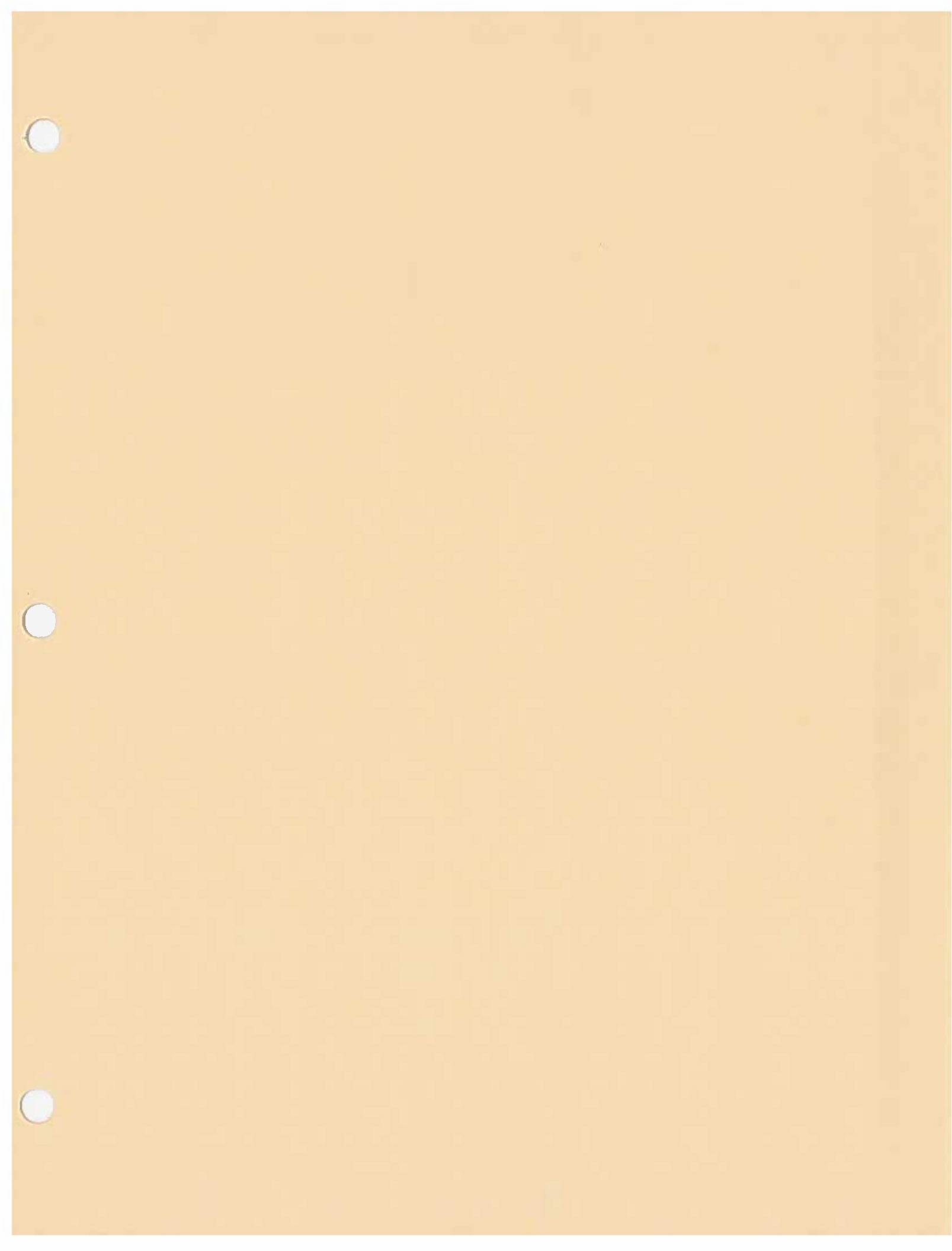
Date: 5/29/14

ATTEST

\_\_\_\_\_  
Geraldine Salazar  
Santa Fe County Clerk

Date \_\_\_\_\_







#### **IV. Matters of Public Concern**





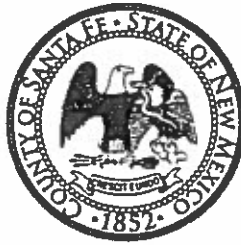




Daniel "Danny" Mayfield  
Commissioner, District 1

Miguel Chavez  
Commissioner, District 2

Robert A. Anaya  
Commissioner, District 3



Kathy Holian  
Commissioner, District 4

Liz Stefanics  
Commissioner, District 5

Katherine Miller  
County Manager

## **MEMORANDUM**

**DATE:** *June 13, 2014*

**TO:** *Board of County Commissioners*

**FROM:** *Adam Leigland, Public Works Department Director*

**VIA:** *Katherine Miller, County Manager*

**ITEM AND ISSUE:** *BCC Meeting June 24, 2014*

**DISCUSSION OF A PROPOSED RESOLUTION CREATING A FLEET MANAGEMENT POLICY FOR SANTA FE COUNTY (PUBLIC WORKS/ADAM LEIGLAND)**

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**SUMMARY:**

This resolution creates a fleet management policy to improve County vehicle fleet acquisition, operation, and maintenance.

**BACKGROUND:**

Santa Fe County owns, operates, and maintains a vehicle fleet of 696 vehicles, in a wide range of types, functions, conditions, and ages. On average, the County expends almost \$5 million per year on this vehicle fleet.

A well-maintained and well-functioning vehicle fleet is important for the performance of County operations, especially in a large, low-density setting like Santa Fe County. However, a vehicle fleet is a significant County expense, is highly visible to the public, and is a large user of energy.

Over the years, the Board of County Commissioners has passed numerous resolutions regarding vehicle use and acquisition policies, fuel efficiency standards, and energy reduction. Further, vehicle acquisition and replacement is currently a time-consuming and inconsistent element of the annual budget preparation process. Therefore, staff is recommending the adoption of the subject fleet management policy, which will both consolidate and update previous policies and streamline and rationalize the vehicle acquisition/replacement process.

**DISCUSSION:**

The attached policy is based on best management practices for fleet management culled from the federal government (GSA Bulletin FMR B-30, *Motor Vehicle Management*), the State of New Mexico's Transportation Services Division (1.5.3.1 NMAC, *Administration and Use of State*



*Vehicles*), the State of California's Office of Fleet and Asset Management, and numerous local jurisdictions nation-wide.

Key components of the policy include:

1. The creation of a Vehicle Utilization Review Board to evaluate vehicle acquisition requests.
2. More robust vehicle utilization tracking and allocation using GPS technology.
3. Vehicle fleet standardization to decrease operating costs.
4. Improved fuel efficiency requirements.

The policy explicitly recognizes that Public Safety functions (Corrections, Sheriff, and Fire Department) have unique fleet needs and addresses those offices separately.

A GPS contract would cost \$360 per vehicle per year, and a request for \$110,000 (300 vehicles, or 40% of the total County fleet) was including in the FY15 Public Works budget submission. Savings from implementing the policy are estimated at \$60,000 per year in fuel, \$65,000 in foregone vehicle purchases, and up to \$30,000 in maintenance savings (fewer vehicles to maintain, fewer out-sourced repairs, smaller parts inventory, increased work order completion rate). Thus, the policy is estimated to be revenue-neutral.

**REQUESTED ACTION:**

None; for discussion only



**SANTA FE COUNTY**

**RESOLUTION NO. 2014-\_\_**

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**RESOLUTION 2014-\_\_**  
**A RESOLUTION CREATING A FLEET MANAGEMENT POLICY FOR SANTA FE**  
**COUNTY**

---

**WHEREAS**, Santa Fe County (the County) has implemented a performance-based budgeting system; and

**WHEREAS**, vehicles are important tools in the effective performance of County operations; and

**WHEREAS**, the County owns, operates, and maintains a fleet of 696 vehicles; and

**WHEREAS**, generally speaking, County vehicles fall into the categories of general purpose and special purpose; and

**WHEREAS**, the County expends annually on average almost \$5 million on vehicle acquisition, maintenance, and fuel; and

**WHEREAS**, the Santa Fe County Human Resources Handbook contains policies on the use of County vehicles; and

**WHEREAS**, the Santa Fe County Board of County Commissioners (the Commission) passed Resolution 1998-122, which created a vehicle take-home policy; and

**WHEREAS**, the Commission passed Resolution 2007-101, which created a policy regarding propriety of expenditures; and

**WHEREAS**, the Commission passed Resolution 2007-142, which created a vehicle acquisition and fuel efficiency policy in line with State and National goals; and

**WHEREAS**, the Commission passed Resolution 2008-13, which strengthened the policies created in Resolution 2007-142; and

**WHEREAS**, the Commission passed Resolution 2013-7, which directed the creation of a County "Lead by Example" program that specifically includes energy reduction strategies; and

**WHEREAS**, the Sheriff's Office and the Public Safety Department, due to the unique nature of their missions and their preponderance of special-purpose vehicles, promulgate their own individual vehicle policies; and

**WHEREAS**, a formal vehicle management program would eliminate unnecessary or non-essential vehicles from the County's inventory, would encourage the proper allocation of vehicles across the County, would promote the cost-effectiveness of maintaining the fleet throughout its lifecycle, and would support energy reduction and greenhouse-gas reduction goals; and

**WHEREAS**, to minimize lifecycle costs, fleet vehicles should be standardized and should be retired on a routine basis;

**WHEREAS**, the US National Traffic Safety Administration has created and directed vehicle fuel efficiency standards; and

**NOW, THEREFORE, BE IT RESOLVED BY THE SANTA FE COUNTY BOARD OF COUNTY COMMISSIONERS THAT:**

1. Santa Fe County shall endeavor to acquire, maintain, and operate a safe and fuel- and cost-efficient vehicle fleet.
2. This Resolution shall supersede Resolutions 2007-142 and 2008-13 and any other applicable policies, including any provisions regarding hybrid vehicles and bio-fuels.
3. The attached policy Exhibit A shall be adopted as the Santa Fe County Fleet Management Policy, which covers vehicle replacement, procurement, equipping and outfitting, fuel efficiency, allocation across the County, equipment; and system maintenance, service, and driver responsibilities.
4. The attached policy shall be formally reviewed and updated as necessary at least every three years.

**PASSED, APPROVED, and ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2014.**

**BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
**Daniel W. Mayfield, Chair**

**Attest:**

\_\_\_\_\_  
**Geraldine Salazar, County Clerk**



**Approved as to form:**

Gregory S. Shaffer, County Attorney

## EXHIBIT A

### SANTA FE COUNTY FLEET MANAGEMENT POLICY

#### SECTION I. INTRODUCTION

##### A. FOREWARD

1. Santa Fe County recognizes that motor vehicles are important tools in the efficient and effective performance of its duties, particularly in a rural, expansive, low-density setting such as the County presents. On the other hand, the County also recognizes that the purchase, use, and maintenance of a motor vehicle fleet are significant aspects of the County budget, play an important role in the County's policies on energy- and greenhouse-gas-reduction, and are highly visible to the public.
2. This fleet management policy shall address all aspects of County vehicle fleet management in order to optimize vehicle use and operations. Topics covered shall include the acquisition of new or replacement vehicles, vehicle operations by County employees, and allocation of vehicles to work locations. Specifically, the purposes are:
  - a. To establish how vehicles owned or leased by Santa Fe County shall be managed and used.
  - b. To authorize the County Manager or designee to implement, execute, and enforce this Policy promoting cost-effective fleet management through efficient vehicle acquisition and disposal, vehicle operation, and vehicle maintenance.
  - c. To establish that the County Fleet Manager shall be responsible for ensuring that the County Fleet is managed in accordance with accepted best fleet management practices in order to realize the maximum value for County fleet expenditures.
  - d. To establish processes and procedures for planning, directing, managing, coordinating and supervising the acquisition, maintenance and repair, replacement and disposal of County vehicles, as part of providing services to the entities, agencies, and departments served.

##### B. DEFINITIONS

1. Vehicle—Motor-driven machine approved for use on public roads. Fire apparatus, heavy equipment such as motor graders, small "four-wheelers" shall not be considered vehicles.
2. General government—County operations other than Public Safety.
3. Work center—An organizationally or geographically unique or discrete area of County operations that warrants distinct consideration in fleet management policy implementation.
4. County fleet—The sum total of County vehicles.
5. Public safety—Comprises the functions of law enforcement, fire protection, emergency medical services, and corrections.
6. County vehicle—A vehicle owned or leased by the County.

7. Maintenance and repair—Any activity performed on a County vehicle, including modifications and installation of aftermarket or other equipment, to impart and preserve the vehicle's function or increase its longevity.
8. Standard vehicle group—The limited mix of makes and models of vehicles available for addition to the County fleet.
9. Fleet manager—The supervisor of the fleet maintenance section and primary point of contact for County fleet issues.

## C. APPLICABILITY

1. This Policy applies to all entities, agencies, departments, and employees that operate County vehicles. Recognizing that Public Safety vehicle use has unique characteristics, this policy shall be divided into the following sections.
  - a. General Government Vehicles will be covered by Section II.
  - b. Public Safety vehicles will be covered by Section III.
2. The Fleet Manager shall be responsible for determining, providing, and regulating maintenance and repair services for all County vehicles. The County Manager is authorized to approve the Fleet Manager providing these services for other entities and agencies, under separate agreement, when in the County's best interest.

## D. REPORTING.

1. Annually, the Fleet Manager, in coordination with the Sheriff and the Director of Public Safety, shall present the Commission with a report on the current County vehicle inventory, each vehicle's age, mileage, function, organizational location, and such other information as the Commission requests.

## SECTION II. GENERAL GOVERNMENT VEHICLES

### A. FLEET MANAGER

1. The supervisor of the fleet maintenance section in the Public Works Department is designated as the County Fleet Manager.
2. The Fleet Manager is authorized by the County Manager to:
  - a. Obtain vehicle titles and registrations and sign state Motor Vehicle Department title applications, vehicle titles, and related documents as necessary to conduct the acquisition, registration, transfer, and disposal of County vehicles.
  - b. Administer the Fleet Management Policy
  - c. Allocate County vehicles
  - d. Determine the Standard Vehicle Group
  - e. Develop and implement Fleet Management Policy Regulations and Procedures.

- f. Provide and administer vehicle maintenance and repair services for all County vehicles.
- g. Provide other fleet management services as directed by County Manager or designee.

3. To aid the Fleet Manager in the implementation of this policy, work center Fleet Liaisons shall be appointed. Fleet Liaisons duties shall include coordination with the Fleet Manager on vehicle allocation and vehicle maintenance.

## B. VEHICLE UTILIZATION AND ACQUISITION

1. Vehicles shall be allocated in a manner consistent with the County's best interests. Vehicle assignment shall not be considered a term or condition of employment, except for positions for which such consideration has been specifically authorized by the Board of County Commissioners. Vehicles approved to be taken home are subject to all applicable take-home vehicle policies and taxable fringe benefits policies.

### 2. Vehicle Utilization Review Board

- i. The County Manager shall convene a Vehicle Utilization Review Board (VURB) to be held at a minimum annually in conjunction with budget preparation. The VURB shall review vehicle allocation and utilization, and evaluate vehicle acquisitions, possible vehicle reductions, and reassignments. The VURB will comprise a minimum of five individuals, appointed by the County Manager, and be chaired by the County Manager designee. The Fleet Manager shall staff the VURB.
- ii. The VURB shall, using data supplied by the Fleet Manager, be responsible for the following:
  - a. Review vehicle utilization and allocations and make recommendations concerning vehicle assignments.
  - b. Review vehicle acquisition and replacement requests and make recommendations on such.
  - c. Develop and promulgate vehicle utilization rates and retirement schedules.
  - d. Develop other vehicle management policies as requested.

3. Vehicle allocations shall be reviewed on an annual basis by the VURB in order to ensure that usage targets are being met and recommendations for any changes shall be made by the VURB and approved by the County Manager. Vehicle allocations shall take into account attributes of the vehicle in question, such as source of purchase funding, vehicle type, and equipment or outfitting. Reallocations of vehicles may be made by the County Manager at any time. The County Manager shall consult with elected officials regarding any reallocation affecting that elected office.

4. All vehicle replacement or new vehicle acquisition requests shall be routed to the VURB through the Fleet Manager. The VURB will review each request and make a

recommendation to the Finance Division for inclusion in the annual Asset Renewal and Replacement Schedule. Based on the VURB's recommendation and budget considerations, Finance will recommend preliminary funding for approval by the County Manager. The vehicles on the Asset Renewal and Replacement Schedule will be submitted for approval to the Board of County Commissioners with the annual fiscal year budget. Vehicle replacement or new vehicle acquisition requests shall be limited to occur only during the annual operating budget preparation unless related to new or expanded programming.

5. The VURB shall create and promulgate a vehicle request form to accomplish the aims of this policy.

### C. VEHICLE MANAGEMENT

#### 1. Standard Vehicle Group

Vehicles shall be standardized and the number of individual makes and models available for purchase shall be limited to the extent possible to minimize operation and maintenance costs and ease the logistical burdens associated with fleet management. This mix of makes and models shall be known as the Standard Vehicle Group. The Fleet Manager shall determine, the VURB shall review, and the County Manager shall approve the Standard Vehicle Group. General guidance on the Standard Vehicle Group is found at Appendix A.

2. All vehicles purchased, whether new or replacement, in addition to the requirements of the Standard Vehicle Group, shall comply with the following standards:

- i. All vehicles must be white.
- ii. All vehicles must bear an identifying number and a standard County identification or logo.
- iii. All vehicles procured for on-road passenger travel shall meet or exceed federal EPA "Window Sticker" standards as set forth by the National Highway Transportation Safety Administration (NHTSA) of the calendar year in which the vehicle is being purchased. These standards are shown in Table 1 below.
- iv. All vehicles will be two-wheel drive.

3. Any deviations from these standards or from the Standard Vehicle Group must be justified in writing and authorized by the VURB via the vehicle request form.

#### 4. Data Collection

To promote optimal fleet management, the Fleet Manager shall collect and maintain data for all County vehicles and provide this information to the VURB. The data collected shall include:

- i. Mission/organizational location of vehicle;
- ii. Miles of use per vehicle per year;
- iii. Gallons of fuel used per vehicle per year

- iv. Average fuel economy (miles per gallon) in each year
- v. Hours of use per vehicle;
- vi. Frequency of trips per vehicle per day and week;
- vii. Length, duration, and location of trips per vehicle;
- viii. Vehicle utilization rate;
- ix. Vehicle engine idling time.

The data shall be collected through the use of Global Positioning System (GPS) units affixed to all County vehicles subject to this policy.

## 5. Idling Policy

Limiting the amount of time vehicle engines are allowed to idle can play an important role in improving air quality, reducing the consumption of petroleum products, and reducing maintenance costs. Drivers of any County vehicle/equipment shall not idle the vehicle's primary engine, either gasoline or diesel, for greater than 5.0 consecutive minutes at any location, except as noted below:

- i. Idling when the vehicle must remain motionless due to traffic conditions, traffic signal, or at the direction of a peace officer;
- ii. Idling when weather conditions affect the safe operation of the vehicle;
- iii. Idling when queuing;
- iv. Idling to verify that the vehicle is in safe operating condition;
- v. Idling for testing, servicing, repairing or diagnostic purposes;
- vi. Idling necessary to accomplish work for which the vehicle was designed (such as operating a crane);
- vii. Idling required to bring a separate, connected machine system to operating temperature;
- viii. Idling by authorized emergency vehicles while providing services.

6. All County vehicles must be operated in compliance with the Santa Fe County Human Resources Handbook.

7. The Fleet Manager or VURB may promulgate additional vehicle operational procedures or requirements as necessary to implement this policy.

## 8. Vehicle Replacement

Vehicles shall be retired from the County inventory according to the schedule developed by the VURB. These are guidelines and subject to budget constraints. The retirement of a vehicle does not automatically guarantee that it will be replaced. Retired vehicles are subject to the existing County surplus procedures.

### SECTION III. PUBLIC SAFETY VEHICLES

- A. The Sheriff's Office and the Department of Public Safety shall develop and promulgate vehicle use policies that ensure the overall goals of this fleet management policy are met, including the use of GPS technology for data collection as described in Section II.4.
- B. The Sheriff's Office and Department of Public Safety shall appoint Fleet Liaisons to coordinate with the Fleet Manager as appropriate.
- C. Vehicle retirement schedules shall be developed by the respective departments.

**Table 1: 2011-2025 CAFE Standards For Each Model Year In Miles Per Gallon**

Model Year	Passenger Cars				Light Trucks			
	"footprint": 41 sq ft or smaller (e.g. Ford Fiesta)		"footprint": 55 sq ft or bigger (e.g. Ford Taurus)		"footprint": 41 sq ft or smaller (e.g. Chevy S10)		"footprint": 75 sq ft or bigger (e.g. Ford F-150)	
	CAFE	EPA Window Sticker	CAFE	EPA Window Sticker	CAFE	EPA Window Sticker	CAFE	EPA Window Sticker
2012	36	27	28	21	30	23	22	17
2013	37	28	28.5	22	31	24	22.5	17
2014	38	28	29	22	32	24	23	18
2015	39	29	30	23	33	25	23.5	18
2016	41	31	31	24	34	26	24.5	19
2017	44	33	33	25	36	27	25	19
2018	45	34	34	26	37	28	25	19
2019	47	35	35	26	38	28	25	19
2020	49	36	36	27	39	29	25	19
2021	51	37	38	28	42	31	25	19
2022	53	38	40	30	44	33	26	20
2023	56	40	42	31	46	34	27	21
2024	58	41	44	33	48	36	28.5	22
2025	61	43	46	34	50	37	30	23

## APPENDIX A: STANDARD VEHICLE GROUP GUIDELINES

### VEHICLES

1. Sedans: Compact, as determined by the Fleet Manager in accordance with manufacturers' specifications.
2. Pickup Trucks:
  - i. Compact, Regular Cab, 2 Wheel Drive, Standard Bed
  - ii. Full-size, Regular Cab, 2 Wheel Drive, 8 Foot Bed
3. Minivans:
  - i. Cargo: Requires Safety Screen Between Seats and Cargo Area
  - ii. Passenger
4. Vans:
  - i. Cargo: Requires Safety Screen Between Seats and Cargo Area
  - ii. Passenger
5. Sport Utility Vehicle: Small

### STANDARD EQUIPMENT

1. Air Bags: Driver and Passenger
2. Antilock Brakes, if available
3. Two Sets of Spare Keys
4. Tinted Windows
5. Right and Left Exterior Mirrors
6. Daytime Running Lights, if available
7. Rear Window Defroster, if applicable
8. Air Conditioning
9. Tinted Safety Glass
10. Bumpers: Rear Step for Pickup Trucks and Cargo Vans, All Others Standard
11. 12-Volt Power Outlet
12. Seats: Manufacturers Base Standard, Vinyl, Cloth, or combination vinyl/cloth
13. Radio: AM/FM
14. Engines: Gasoline – Sedans 4 Cylinder, Compact Pickups, Minivans and SUV's 6 Cylinder, Full-size Pickups and Vans 8 Cylinder
15. Transmissions: Standard Manufacturers Automatic
16. All Other Equipment to be per Manufacturer's Standard Specifications

### OPTIONAL EQUIPMENT

1. Requires advance justification of need and approval of the VURB. Equipment not listed may be available based on justification of need. NOTE: Any optional equipment requested shall adhere to the policies set forth in Resolution 2007-101 regarding propriety of expenditures. The justification of need should specifically address how the optional equipment serves a public purpose and provides a public benefit as well as how it contributes to the Department or Office in carrying out its mission.



2. Sedans, Minivans, and SUVs:
  - a. Four-wheel Drive
3. Compact Pickup Trucks:
  - a. Extended Cab
  - b. Four-Wheel Drive
  - c. Long Bed
4. Full-size Pickup Trucks:
  - a. Extended Cab
  - b. Four Wheel Drive
  - c. Trailer Towing Package
  - d.  $\frac{3}{4}$  Ton Suspension
  - e. 1 Ton Suspension
  - f. Diesel Engine
5. Other
  - a. Power Windows
  - b. Power Locks
  - c. Cruise Control
  - d. CD Player
  - e. Emergency Equipment
  - f. Other Optional Equipment.



## SANTA FE COUNTY FISCAL IMPACT REPORT (FIR)

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

### Section A. General Information

☐ Ordinance ☒ Resolution ☐ Other

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

Short Title(s): Fleet Management Policy  
 Reviewing Division(s):  
 Person Completing FIR: Adam Leigland  
 Date: 5/22/2014 Phone: x3023

### Section B. Summary

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

To create a fleet management policy, to include the creation of the Vehicle Utilization Review Board, fleet standardization, and increased fuel efficiency standards.

### Section C. Fiscal Impact

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

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

#### 1. Projected Expenditures:

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

Exp. Classification	FY 15	"A" or "N"	"R" or "NR"	FY 16	"A" or "N"	"R" or "NR"	Funds affected
Salary and Benefits		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	Select or type...
Maintenance		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	Select or type...
Other Operating		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	Select or type...
Contractual Services	\$110,000	N	R	\$110,000	A	R	General
Capital Requirements		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	Select or type...
Total	\$110,000			\$110,000			



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

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

## 2. Revenue Sources:

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

Type of Revenue	FY	"R" or "NR"	FY	"R" or "NR"	Funds Affected
		R		NR	Select or type ..
Total	\$0		\$0		

☒ Insert Item

## 3. Expenditure/Revenue Narrative:

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

This policy should result in an overall savings in fleet management, arising from 3 sources: increased fuel efficiency in overall fleet, lower costs in maintenance through standardization, and lower vehicle acquisition costs through a push toward smaller vehicles in general and perhaps foregone vehicles purchases through better utilization. These savings are hard to quantify at this early point, but estimates indicate a 5 to 6% decrease in fuel usage saving \$72,000 to \$86,000 per year, foregone vehicle acquisitions saving of up to \$75,000 per year, and maintenance savings of up to \$30,000. Expenditures for vehicle monitoring via GPS will be \$360/vehicle/year, up to \$110,000 per year, depending on how many vehicles are monitored—300 vehicles for \$110,000.

## Section D. General Narrative

### 1. Conflicts:

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

No. It incorporates by reference 3 other resolutions: 1998-122 take-home vehicle policy, 2007-101 propriety of expenditures, 2013-7 lead by example policy, and supersedes 2 resolutions: 2007-142 vehicle acquisition policy, 2008-13 vehicle fuel efficiency policy.

### 2. Consequences of Not Enacting This Ordinance/Resolution:

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

Consequences of not enacting is status quo in fleet management and lost potential for decreased fleet costs.

### 3. Technical Issues:

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

None.

### 4. Community Impact:

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

None. Internal county policy

[Click here to sign this section](#)









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:** June 24, 2014

**TO:** Board of County Commissioners

**VIA:** Katherine Miller, County Manager

**FROM:** Kathy Holian, Santa Fe County Commissioner, District 4

**RE:** Acknowledgement and Recognition of Pojoaque Valley, Santa Fe and Capital High Graduates that received the J. Robert Oppenheimer Scholarship for 2014.  
(Commissioner Holian)

---

J. Robert Oppenheimer Scholarship, a scholarship funded by the Los Alamos National Bank, is granted to graduating high school seniors who have demonstrated an interest in pursuing a career in basic or applied physical sciences, life sciences, and mathematics or computer science.

Five college-bound high school students from Northern New Mexico have been selected for scholarships administered by the J. Robert Oppenheimer Memorial Committee. The Committee is dedicated to preserving the legacy of Robert Oppenheimer, the first director of Los Alamos' laboratory and one of the most influential scientists of the 20<sup>th</sup> Century.

### **2014- J. Robert Oppenheimer Memorial Committee (JROMC) Regional Scholarship Winners:**

#### **Pojoaque Valley High School**

**Leticia Gomez:** The J. Robert Oppenheimer Scholarship in memory of Norris Bradbury.

- Leticia plans to go into physical therapy, but is open to considering a field in medicine. She lives in El Rancho and will be attending the University of New Mexico.

#### **Santa Fe High School**

**Eliana Otero-Bell:** The J. Robert Oppenheimer Scholarship funded by the Los Alamos National Bank.

- Eliana is from a very old New Mexican family and feels a deep cultural identity which has caused her to focus her interests in New Mexicans suffering from diabetes, obesity and addiction. She hopes to address these causes by studying medicine and nutrition at the University of New Mexico. Second in her class, she is graduating with a 4.38 GPA.

**Greta A. Miller:** The Nicholas Metropolis Award for Demonstrated Promise in Mathematics.

- Greta will attend Princeton University where she will major in mathematics with the ultimate goal of a Ph. D. in engineering. First in her class with a 4.4 GPA and a 35 ACT score, she has been on the varsity teams for cross country, tennis, diving, and track and field as well as having 50 hours of community service including tutoring in mathematics. She spends summers canoeing and will be doing so this summer in the Arctic as a counselor.

**Zachary (Zach) Grand:** The J. Robert Oppenheimer Committee Award for Creativity.

- Zach is the first recipient of this new scholarship given to students who exhibit creativity as well as excellence in academics. He is going to Amherst where he will major in mathematics. His avid reading has enhanced his interest in many areas such as history, acting in local films, music, drawing and cartooning, as well as an Outstanding Athlete in Cross Country and Track and Field. His love of juggling has combined his interest in mathematics by applying numerical ways of explaining juggling patterns, something he demonstrated to the delight of the committee.

### **Capital High School**

**Anthony Garcia:** The J. Robert Oppenheimer Scholarship for Science, Math, and Technology.

- Anthony scored a 36 on the science part of the ACT as a result of spending time in libraries reading scientific articles; he could not afford subscriptions. Second in his class with a 4.2 GPA, he hopes to study in the bio-medical field using a multi-disciplinary approach. Born here but taken to Mexico when his parents had to go back, Spanish is his first language. He learned English later; instead of taking Spanish in high school, he has been learning French.

### **REQUEST ACTION:**

Commissioner Holian respectfully requests the Board of County Commissioners support and congratulate these outstanding students.





**V. B. 2**

**Update And Information On The Upcoming  
2014 County Fair Provided By The Fair  
Board And Queen**







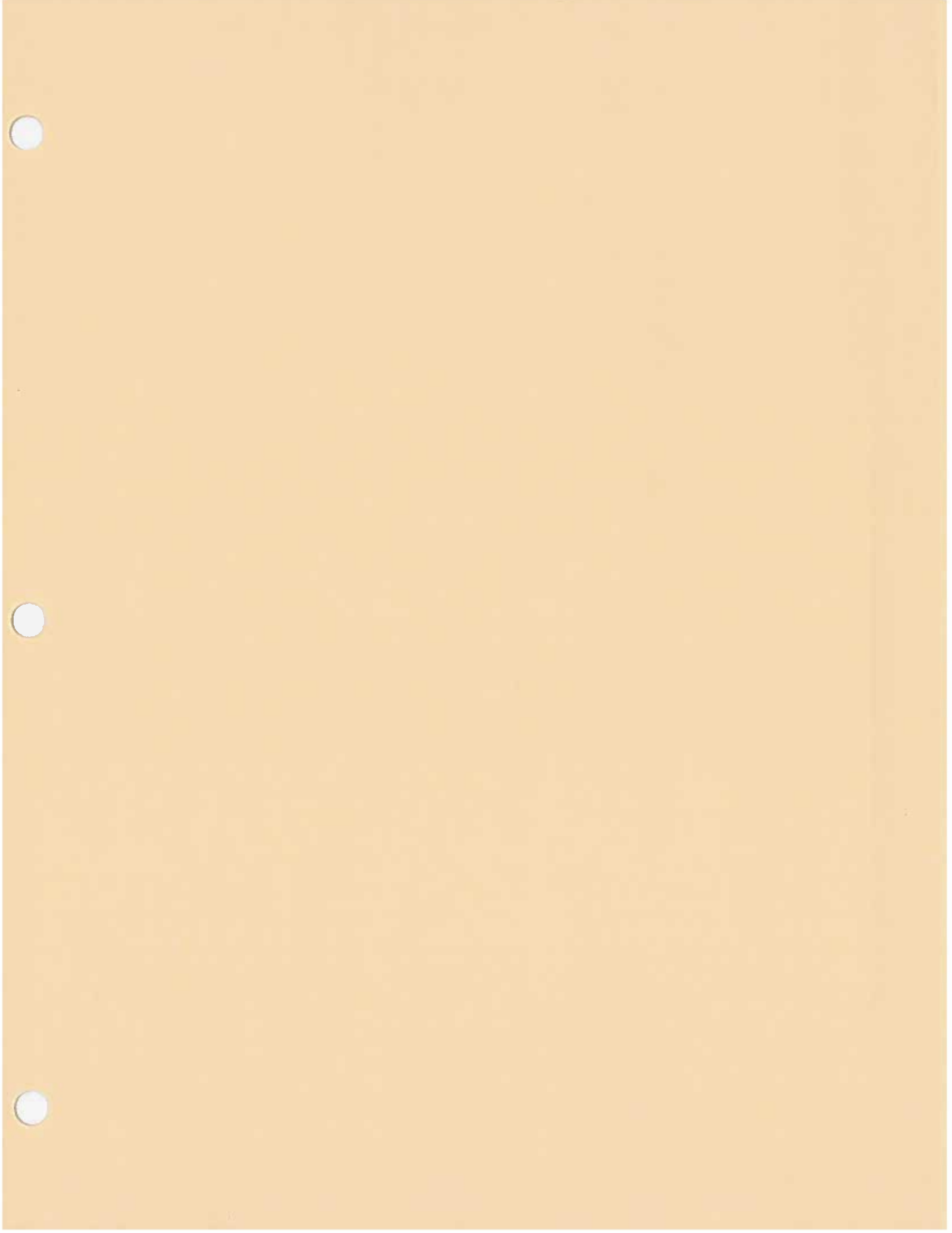


## **V. C. Matters From The Commission**

### **1. Update And Possible Direction On Ongoing Projects.**

- a. Jacona Land Grant Lease**
- b. Pojoaque Ball Fields**
- c. Marcos Trujillo Teen Center Update**
- d. Bennie J. Chavez Center Update**



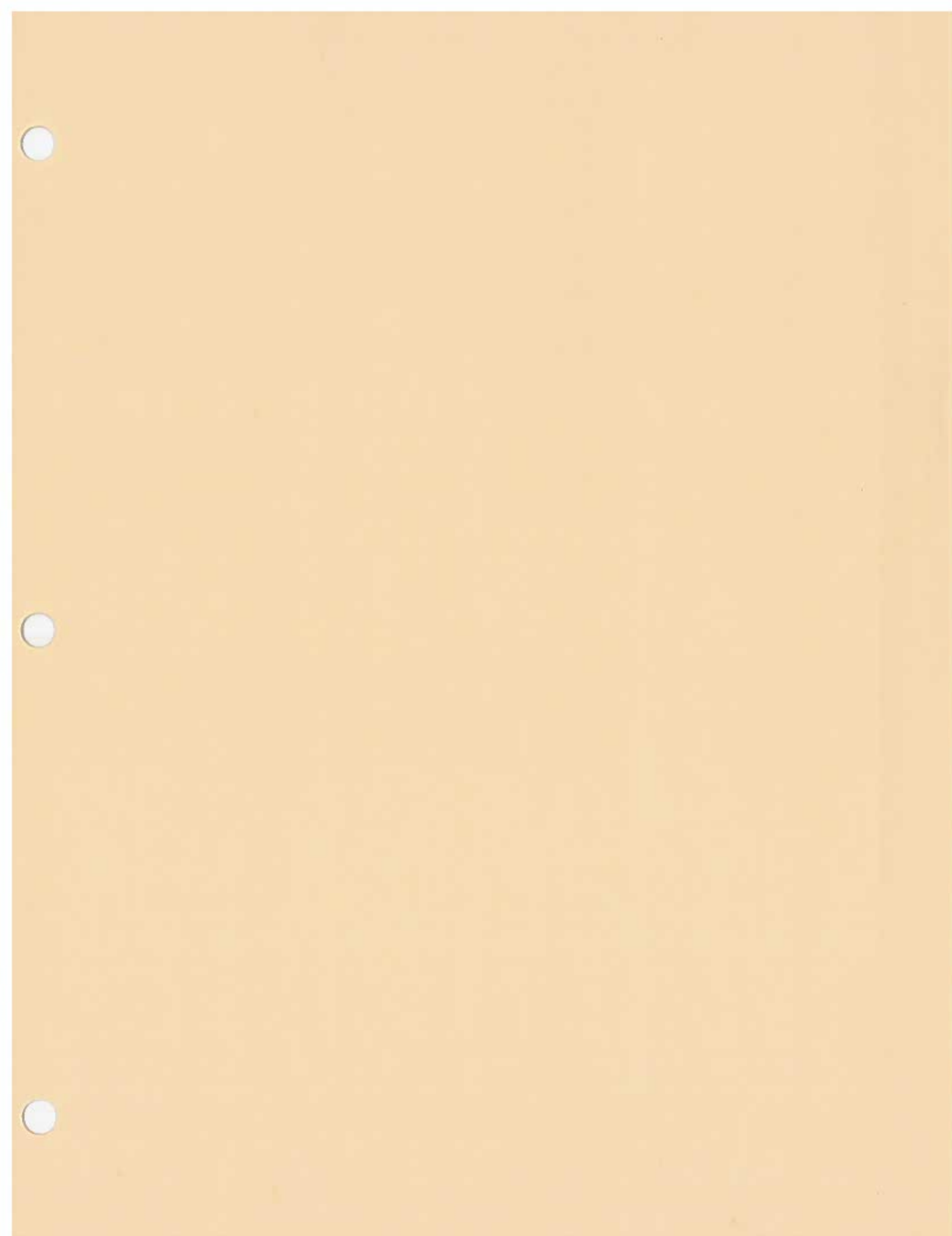




**V. C. 2.**

**Commissioner Issues and Comments**





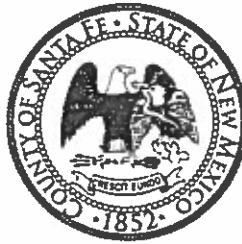




**Daniel "Danny" Mayfield**  
*Commissioner, District 1*

**Miguel M. Chavez**  
*Commissioner, District 2*

**Robert A. Anaya**  
*Commissioner, District 3*



**Kathy Holian**  
*Commissioner, District 4*

**Liz Stefanics**  
*Commissioner, District 5*

**Katherine Miller**  
*County Manager*

DATE: June 24, 2014

TO: Board of County Commissioners

VIA: Katherine Miller, County Manager

FROM: Rudy Garcia, Legislative Project Coordinator  
Hvtce Miller, Intergovernmental Project Coordinator  
Tony Flores, Assistant County Manager

RE: 2016 - 2020 Infrastructure Capital Improvement Plan

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**BACKGROUND AND SUMMARY:**

The New Mexico Department of Finance Administration (DFA) has initiated the annual Infrastructure and Capital Improvements Plan (ICIP) process for 2016 - 2020. DFA requires that each local unit of government submit their ICIP to the State by September 1<sup>st</sup>, 2014.

In order to provide the maximum amount of public participation in developing the 2016 - 2020 ICIP, staff is recommending the following public input participation opportunities:

- Community Meetings: to be held within each Commission district (5) and at the County Administration Building (1)
- Board of County Commission Meetings:
  - July 8<sup>th</sup> Approval of ICIP Public Outreach Schedule
  - July 29<sup>th</sup> - 1<sup>st</sup> Public Hearing on ICIP
  - August 12<sup>th</sup> Final Public Hearing on ICIP and Adoption of ICIP Resolution
- Individual Commissioner Meetings: one-on-one meetings with Commissioners to identify capital projects
- Santa Fe County State Delegation Meetings: one-on-one meetings with delegation members to identify capital projects







## Katherine Miller

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**From:** Sonya M. Quintana  
**Sent:** Thursday, June 12, 2014 6:07 PM  
**To:** sfc  
**Subject:** County Manager's Commit to be Fit Wellness Challenge!  
**Attachments:** Commit To Be Fit Challenge Announcement.pub; Commit to be Fit Sign Up Sheet FINAL.pub; Commit to Be Fit Team Captain Letter FINAL.pub; Exercise Tracking Sheet FINAL.pub; Exercise Tracking Sheet 2 FINAL.pub; Healthy Eating Tracking Sheet 2 FINAL.pub; Healthy Eating Tracking Sheet FINAL.pub

**Will you accept this challenge from Katherine Miller?!**

Do you think that you can rack up more minutes of exercise in a week than our County Manager can? Do you share her healthy eating goals? Are you willing to give of your time to help your community? Our County Manager challenges you to prove it...and you may just win some incentives and prizes while you are at it!

**THE MANAGER'S COMMIT TO BE FIT CHALLENGE 2014** will begin on June 16. The campaign will challenge teams in 3 areas; Exercise, Eating Right and Community Service. All employees are invited to register teams of 4-6 co-workers for this fun and motivating 10 week health and fitness challenge.

Each week, teams of participants will simply log their exercise or physical activity minutes for the week and score points. To encourage everyone to do their part and to reap the benefits of exercise, ALL members of a team must complete a minimum number of minutes in order for their team to score points! This encourages teamwork and prevents any one superstar athlete from carrying a whole team. Encourage your teammates, cheer them on, or even enjoy a walk or another fun activity together during your lunch hour!

Scoring points by eating right is easy! When you enjoy a healthy snack or lunch at work, have a co-worker sign off as a witness. When all members of your team have two signatures for the week, your team scores! Bonus points can be earned by your team just by having a healthy group lunch. Bring a healthy snack for your co-workers to enjoy and score more bonus points. And finally, you and all your team-mates can reap the benefits that come from helping others in your community and score more points in the process. Remember, everyone benefits from a healthy community.

Don't wait to register. Form a team today! Fill out the Sign-up sheet and deliver via fax, email or in person to Bernadette Salazar, Sonya Quintana or Margie Romero in Human Resources. Then, all you have to do is choose a really cool team name! Sign up right away as teams will start accruing points on Monday!

**TAKE THE CHALLENGE!!** You will feel better, look better, sleep better, have a lot of fun—and can be eligible to win weekly incentives! Finally, the winning team or teams will receive a prize!



Sonya Quintana

Employee Development Specialist  
[squintana@co.santa-fe.nm.us](mailto:squintana@co.santa-fe.nm.us) | 995-6507









**NO PACKET MATERIAL FOR THIS ITEM**

**EXECUTIVE SESSION**



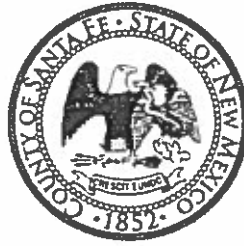




**Daniel "Danny" Mayfield**  
*Commissioner, District 1*

**Miguel M. Chavez**  
*Commissioner, District 2*

**Robert A. Anaya**  
*Commissioner, District 3*



**Kathy Holian**  
*Commissioner, District 4*

**Liz Stefanics**  
*Commissioner, District 5*

**Katherine Miller**  
*County Manager*

**Date:** June 11, 2014  
**To:** Board of County Commissioners  
**From:** Penny Ellis-Green, Growth Management Director   
**Via:** Katherine Miller, County Manager  
**Re:** Growth Management Monthly Report –May 2014

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

#### **Planning Division**

##### **Affordable Housing**

The sale of 2 affordable homes were closed in May. One of the homes was closed in Rancho Viejo, to a single mother with one daughter. County provided assistance of \$90,600 (\$20,000 in County down payment assistance and an assumption of an existing affordability mortgage in the amount of \$70,600) and facilitated the sale. One home closed in Pecos to a married couple with two teenagers; this household received \$10,000 in County down payment assistance.

Four new affordable home purchase contracts were executed – 3 in Rancho Viejo and 1 in Turquoise Trail. Outside brokers are handling the purchase contracts for these.

One new contract was awarded under the Happy Roofs program for a roof repair in Valle Vista which is now nearing completion. Four bids for other homes were received from the on-call roofers under contract with the County. All bids were over \$10,000, which is our statutory limit. Staff is working with the Attorney's office to bring forward an increase in the allowable Happy Roofs contract cost from \$10,000 to \$15,000.

##### **Community Planning**

Chimayo Community Plan is being reviewed internally. There is ongoing collaboration with UNM's Center for La Raza Planning and Rio Arriba County Planning Staff.

## **Economic Development**

Arts, Culture, Cultural Tourism (ACCT) Resolution 2014-35 successfully adopted, establishing a new task force to promote arts and cultural industries. Staff will be advertising for members for this committee.

Northern Rio Grande National Heritage Area Resolution 2014-43 was adopted by the BCC, congratulating NRGNHA on completing its management plan, and calling on the County to support the NRGNHA financially and professionally.

NM Economic Development Department Certified Communities Initiatives Resolution 2014-40 was adopted by the BCC, authorizing a grant submission to NM EDD for \$5k.

The County and City hosted the NM Partnership for a tour of facilities and infrastructure and worked with the Partnership to successfully add Outdoor Recreation industry as a standalone recruitment target

Staff provided content (interview) for a short documentary, funded by the City, on the development of the Outdoor Recreation industry in Santa Fe (Santa Fe Scene).

The Outside Bike and Brews event was successfully completed. The County funded the development of the app as well as the website. Economic Impact figures will be coming soon.

Some statistics on the app and website:

- 1,522 app downloads: 1,513 United States, 4 Canada, 3 UK, 1 France & 1 Argentina
- Website generated 12,010 unique visitors; 70,000+ page views, avg 4.1 pages per visit
- Overall statistics:
- Approximately 4,500 people came to the Friday night Railyard opening events.
- Over 1,700 tickets were sold for the Craft Beer Pavilion on Friday night.
- 516 cyclists participated in organized rides, demo & pro clinics Saturday
- 180 people attended the Bike In Movie at Cowgirl Saturday night
- 2,750 riders participated in the Santa Fe Century on Sunday
- 1,200 tickets were sold for the Marble / LUNA concert on Sunday
- In total, over 8,000 people participated in this first year event.

## **Open Space**

Santa Fe County's application for Federal Lands Access Program funds for El Camino Real Buckman Road Retracement Project has made it to the short list of grant applicants. A project scoping study will be completed in June, which will inform the final award decisions later this summer. If selected for a FLAP grant, the County stands to receive \$1.87M towards design and construction of a 13-mile stretch of trail connecting the Santa Fe River Greenway to the federal lands on the Caja del Rio Plateau. The National Park Service contacted staff on May 22nd to inform the County that El Camino Real Buckman Road Retracement project ranked as the #1 funding priority nationally for the Connect Trails to Parks Program. The project stands to receive nearly \$100k in bricks and mortar funding for the project, which can be used as match if the County is awarded FLAP funds for the project. This further strengthens the County's request for FLAP funding.

The Open Space and Trails Planner attended the National Outdoor Recreation Conference in San Francisco in May. The conference offered an exciting opportunity to network with other conservation

and recreation professionals and share ideas regarding planning and management of Santa Fe County's Open Space and Trails Program.

#### **Zoning Map and SLDC changes**

The first BCC public meeting on the zoning map was held on May 28<sup>th</sup>, at this meeting proposed Sustainable Land Development Code (SLDC) amendments were also introduced. Staff is currently finding appropriate dates for the BCC to hold 4 special Growth Management Area meetings on the Zoning Map. Planning staff continue to assist the Zoning Map Adoption Draft effort by managing the public comment data base, analyzing zoning allocation, assisting in the certified mailing of letters returned as undeliverable and answering questions and providing information to the public.

#### **Building and Development Services Division**

##### **Permits and Development Review**

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

	May 2014
New Residential Permits - Stick Built Homes	7
New Residential Permits - Mobile Homes	6
Commercial Building Permits	0
Number of Lots Created – Subdivision Exemptions	0 lots
Summary Review Subdivisions	3 lots
Subdivisions	0 lots
Commercial Business Licenses	4
Home Occupations Business licenses	3
Film Permits	2

##### **Code Enforcement**

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

	May 2014
Number of Initial Notices of Violation Issued	24
Number of Final Notices of Violation Issued	6
Number of Notices of Violation resolved without court action	19

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

#### **GIS Division**

LiDAR is progressing over the eastern portion of the County.

GIS staff has focused on finding good addresses for the returned Zoning mail and are re-mailing the letters by certified mail. Of the 2200 letters returned they have researched addresses and mailed out 1066 certified letters, in addition, letters have also been hand delivered.

In May the E911 Addressing staff replaced 119 addresses.









**Daniel W. Mayfield**  
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*Commissioner, District 2*

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**Liz Stefanics**  
*Commissioner, District 5*

**Katherine Miller**  
*County Manager*

**Pablo Sedillo, III**  
*Public Safety Director*

**To:** Santa Fe County Board of County Commissioners  
**From:** Pablo Sedillo, III  
Public Safety Department Director   
**Via:** Katherine Miller  
County Manager  
**Date:** 6/11/14  
**Re:** SFC Public Safety Department Monthly Report for May 2014

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

## **CORRECTIONS DEPARTMENT**

### **Adult Detention Facility (ADF)**

- The Body Scanner was delivered and installed at the Adult Facility. It is up and running at 100% capability. The hard drive has been installed and the software is 100% complete.
- Drains have been installed in the booking area to minimize the water damages from potential broken sprinkler heads, which will also protect the body scanner from water damage.
- The K-9 Handler Myles Martinez and our K-9 Lennox have successfully completed the National Certification for K-9 narcotic detection.
- Capital projects continue at the Adult Facility to include; The Shower Project, The Exterior and Interior Lighting Project and the Front Gate Project.
- The Warden worked with Purchasing on preparing for the Commissary RFP which will be reviewed and selected in August.
- Warden Gallegos, Public Safety Director, and Psychologist, Dr. Ayad attended a community meeting with the National Alliance on Mental Illness and outside public safety agencies to address the protocols of ensuring quality services when dealing with mentally ill clients.
- Warden Gallegos and the Public Safety Department heads completed the re-write of the budget functions for the entire Public Safety Department for Fiscal Year 2015. This project was completed in conjunction with the assistance of Carol Jaramillo from the Finance Department.
- Warden Gallegos conducted Leadership training for the lieutenants and the department heads for professional development of supervisors.
- Booking Manager, Joseph Alaniz attended the Judicial Brown Bag meeting and Judge Segura commended the Adult Detention Facility for the improvements, and the consistency with the judicial operations up to including having positive feedback on our medical operations department.
- Dr. Ayad, Facility Psychologist, completed training on dealing with mentally ill population and the federal guidelines of inmates who are at the competency status that has been assigned by the judicial system.
- Interviewed a Case Manager, and an offer was made and awaiting response.
- Behavioral Health Therapist accepted an offer for employment and will start June 16, 2014.

## **Electronic Monitoring Program**

- Providing services to 305 clients.
- Clients Financial Obligation - Paying- 37%, Waived- 0%, Unemployed- 59%, Out of County- 4%
- There were 40 successful releases for May.
- Other Client Data - Arrest- 23, Absconded- 2, Intakes- 56, Releases- 40, Drug Tested- 283, Surety Bonds- 98, Cash Bonds- 101, Municipal Bonds- 26 and Municipal Fees- \$260.00

## **Youth Development Program (YDP)**

- Attended Summit Meeting at Judge Mary Marlowe-Sommer court room with various juvenile agencies
- Weekly meeting with representative from CYFD and JPPO to discuss resident's case status and needs
- Acknowledged staff of appreciation
  - Provided Certificate of Appreciation to staff for successfully passing CYFD audit
- Four New Hire Employees
  - Three (3) Life Skill Worker I positions
  - One (1) Life Skill Worker II position
  - One (1) Life Skill Worker I promoted to Life Skill Worker II
- New Hire Employee 40 Hour Orientation Training
- Five New Volunteers
  - Dr. Matthew Kelly- retired General Practitioner
  - Theresa Buhl- Santa Fe Home Builder's Association/ Career Development
  - Demetria Martinez- reorganizing the library and poetry workshop with residents
  - Luis Morataya- teambuilding exercises and soccer drills
  - Lisa Bronowicz- - Easter Seals/ Career Counseling
- Treatment Team meeting- discusses resident's special needs
- The Medical Department provided Narcan Training to all Santa Fe County Youth Development Program employees
- Field Day for Residents- outdoor recreation
- Supervisor's attended Leadership Training- Conducted by Warden Mark S. Gallegos and Major Nelson Abeyta
- Corrections week in the month of May

## **FIRE DEPARTMENT**

Total Emergency Responses – 565

Fire – 107

EMS – 458

### **Operations and Administration**

- 3 paramedic students completed their hospital rotations and will finish their field internship this month. Graduation scheduled for June 19<sup>th</sup>.
- 7 additional students taking the Advanced EMT class through SFCC and are scheduled to take their National Registry exam this month.
- 6 career Cadets have completed their training academy. All received IFSAC Firefighter 2 certification. Graduation scheduled for June 6<sup>th</sup>

- Volunteer Fire Academy students are into the Firefighter 1 training module. Graduation scheduled for June 27<sup>th</sup> (tentative)
- Design work continues on Hondo Station 1 apparatus bay addition and roof
- La Cienega Fire Station Library construction underway
- Pojoaque station remodel project design underway
- Glorieta La Joya Station design underway
- Upgrades on Stanley Station 2 and paving projects at Edgewood substations underway
- Proceeding on our Fire Year Planning process with volunteer district meetings
- 42 fleet repair orders processed and completed along with 22 requisitions
- 3 annual pump tests and 1 major pump overhaul
- 2 service trailers delivered and placed in service for Emergency management
- Participated in County automotive parts and equipment bid process

### **Fire Prevention and Wildland**

- Business registrations – 9
- Development Reviews – 13
- Lot line Adjustments/Land Division/Family Transfers – 8
- Burn Permits – 0 (Burn Restrictions Ordinance 2014-3); special permits 4
- Hydrants tested - 25
- Movie permits processed – 8
- Work Place (County) fire prevention trainings conducted - 3
- Inspections - 31
- Wildland community outreach meetings - 3
- Wildland property assessments – 10
- Full community assessments - 2
- 1 fire training sessions completed (14 personnel)
- Fuel mitigation project completed at Nambe Community Center
- YCC trainings completed and fuel mitigation work underway in San Pedro. 4 acres completed. Crew will move from San Pedro to Little Tesuque next week.

### **Volunteer Recruitment and Retention**

- New member applications received and approved – 6 (YTD 34)
- Instruct with Volunteer Fire Academy, wildland fire refreshers, YCC (Rope Rescue Awareness and Operations training), career academy (IFSAC structural burns and testing), and continue to deliver cancer awareness training for career and volunteer staff
- East Mountain Interagency Fire Protection Association President work on-going.

### **Emergency Management**

- Instructed FD response for multi-casualty incidents in hostile environments to career and volunteer fire academy recruits
- Participated in LANL Emergency Management Outreach
- Provided Incident Management for Pojoaque Schools National Dance Institute competition and HS graduation
- Participated in DOH workgroup for DOH strategic national stockpile
- Instructed tactical SCBA and chemical environment PPE to SFPD Swat team

- Participated in Airport exercise after action review and was assigned task to develop a community-wide MCI/Trauma Surge Plan in coordination with SVH.
- Participated in statewide Preventative Radiological Nuclear Detection Steering Committee. Both Chief Vigil and Jose Villegas serve in leadership roles.

## **RECC**

### **Operations**

- Total Calls Handled
  - May – 31,290
- 911 calls
  - May – 4,937
- County calls for service
  - May – 7,806
- City calls for service
  - May – 13,905
- Town of Edgewood calls for service
  - May – 605

### **Staffing**

- Current Vacancies
  - 4 Call Taker positions
  - 5 Trainee positions
  - Currently in the process of backgrounds for 2 Call Takers and 1 Trainee

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







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**Katherine Miller**  
*County Manager*

## ***MEMORANDUM***

**DATE:** *June 10, 2014*

**TO:** *Board of County Commissioners*

**VIA:** *Katherine Miller, County Manager*

**FROM:** *Adam Leigland, Public Works Director* *6/11/14*

**ITEM AND ISSUE:** *BCC Meeting June 24, 2014*

### **PUBLIC WORKS MONTHLY REPORT FOR JUNE 2014**

#### **DISCUSSION**

##### **Capital Project Delivery**

We are currently managing 68 procurements. Details on 29 of them follow below.

1. **Camino Torcido Loop:** Preliminary Draft of Drainage Study and 30% drawings are due June 27, 2014. Public Meeting at the La Cienega Community Center June 12, 6 pm to 8 pm.
2. **CR67F, La Barbaria Drainage and Road Improvement Project:** Corps of Engineers 404 Permit requirements confirmed met. The final drainage study submitted June 3, 2014. Cost estimates scheduled for June 20, 2014.
3. **NE/SE Connector Alignment Study:** In progress. Public Meeting to be scheduled tentatively for July 17, 2014.
4. **Herrada Road Drainage and Road Improvements:** Construction Bids due on June 11, 2014.
5. **CR55A General Goodwin Drainage and Road Improvements:** The amendment to Miller Engineering's contract to design drainage on the NMDOT ROW located at the intersection of NM14 and CR55A was submitted to Purchasing on May 5, 2017. Permit for the survey work along NM14 and CR55A was requested May 7, 2014. Received the work permit from NMDOT

on May 12, 2014. Legal completed amendment No. 3 review on May 13. Surveyor's field work is completed and submitted to the engineering firm.

6. **CR54 Los Pinos All-Weather Water Crossing:** Received 100% drawings and specifications. Received Corps of Engineers 404 Permit from Army Corps of Engineers. A public meeting is planned to obtain public feedback and address their concerns on road closures.
7. **CR84D Drainage Improvements and Paving Design:** Design kick-off meeting completed on May 21, 2014. Surveying scheduled for completion by end of July.
8. **Caja del Oro Waterline Extension to La Familia:** Estimated completion date July 30, 2014.
9. **County Road 89 and 89C Drainage and Road Improvements:** Design nearing 30% complete phase. Next progress meeting will be held on June 13, 2014, to discuss final design options and major conflicts/constraints. Cultural Resource Report finalized and sent to state for review.
10. **TL6S Waterline Design:** Meeting regarding Ellis Road Tank location held with property owners and their attorney on June 5, 2014. Appraiser is in place and will complete appraisal upon signing of Right-to-Entry by parties.
11. **Quill Upgrades:** New Pumps are on line and functioning. Electrical upgrades at the facility bids are due June 24, 2014. It is anticipated that the work will be completed in August.
12. **Las Lagunitas Sewer / Preliminary design for CID project:** Staff met on June 6, 2014, with the engineer and Las Lagunitas HOA representatives to review the draft. Cost/benefit analysis underway. Information is scheduled for presentation to the BCC at the August 26, 2014, BCC.
13. **Glorieta Waterline Project:** The project is progressing with no major issues.
14. **Preliminary Programming Study for Animal Control Facility:** Preliminary Programming Study due by June 20, 2014.
15. **Vista Grande Library Expansion:** Certificate of Occupancy has been given. Contractor is scheduled to work on punch list. Library is holding a book sale in new space. Engineer has provided recommendation to correct vibrating noise detected in processing room. PM will meet with contractor who has been out of state this week.
16. **La Cienega Fire Station #2 Remodel:** Interior bay floors were poured. Contractor is excavating exterior footings.
17. **Hondo Fire Station # 1 Remodel:** 100% construction drawings scheduled to be complete by June 14.
18. **Edgewood Fire Station:** PM met with Thunder Mountain Water Company Representative and Plumbing contractor to discuss problems with water pressure and water quality. The

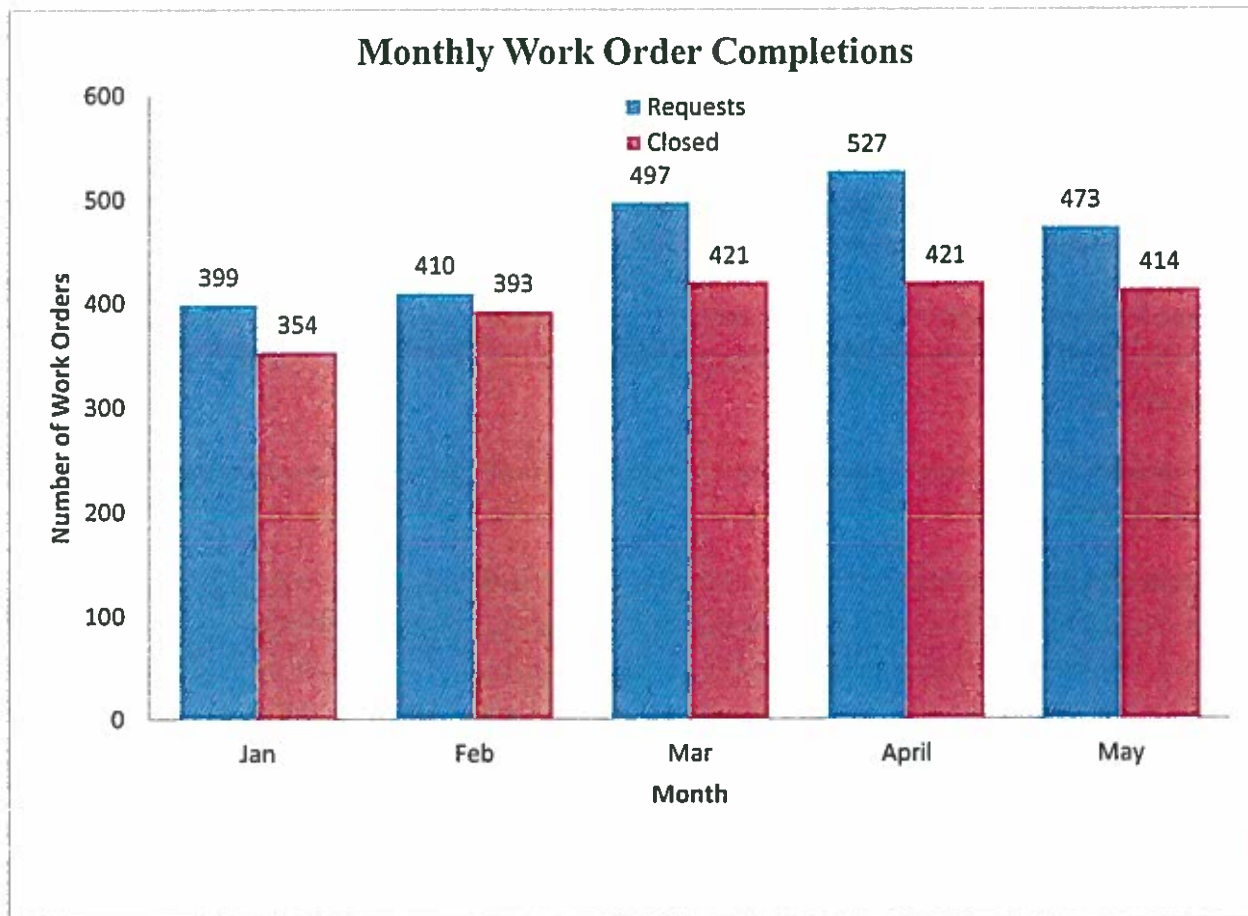
recommendation is to replace the existing facility water treatment equipment with a water softener unit that treats the water with salt or potassium due to the calcium and lime in the aquifer. PM met with Auditor for GRT rebate program. Roofing contractor repairs leak detected in bays.

19. **La Cienega Fire Station #1:** PM met with contractors workers to address roof leak detected near skylight as a warranty item.
20. **Santa Fe River Greenway Wayside Exhibits:** 50% designs for each of the wayside exhibit panels due June 27.
21. **Arroyo Hondo Trail:** Pending negotiations with Warren Thompson regarding the proposed trail alignment.
22. **Mt. Chalchuitl:** Land acquisition packages and the Voluntary Remediation Program application under legal review.
23. **Pojoaque Sports Fields:** The landscape architect submitted the preliminary cost estimate and draft existing conditions analysis for County review on May 20, 2014. Staff is conducting an internal County review.
24. **Rio Quemado Watershed Restoration:** Anticipate re-bidding the project in early FY 15 for construction in the fall.
25. **Thornton Ranch Open Space:** The cultural resource contract is underway. The schedule for completion of Phase I of the cultural resource investigations is as follows: July 15 - delivery of Class I report, July – September - survey and documentation, October 15 – delivery of the preliminary archaeological survey report and preliminary historic built environment and ethnographic documents, November 1 – delivery of the draft Thornton Ranch resource management plan. The kickoff meeting for master plan is scheduled for June 6, 2014.
26. **Nambe Community Center Park Site Improvements:** Issued certificate of Substantial Completion on May 30, 2014.
27. **Agua Fria Monument Sign:** Designer is revising the design to include modifications that are necessary to make it possible to construct the monument as a traditional adobe and mud plaster structure on and will submit it by June 20, 2014.
28. **Santa Fe Rail Trail:** Bids were opened on May 14, 2014. The County received 4 bids. The engineer has reviewed the bids. The bids were submitted to NMDOT for review on May 16, 2014. NMDOT is reviewing the bids to see if they meet the DBE requirements and has not given the County approval to award the contract. Amendment 2 to the Cooperative Agreement with NMDOT was approved at the May 27, 2014, BCC meeting. NMDOT will schedule the PS&E Review early in June. Submitted CE document to NMDOT on June 4, 2014. Anticipate obtaining project authorization for Segment 4 in July 2014 and issuing IFB in August 2014.

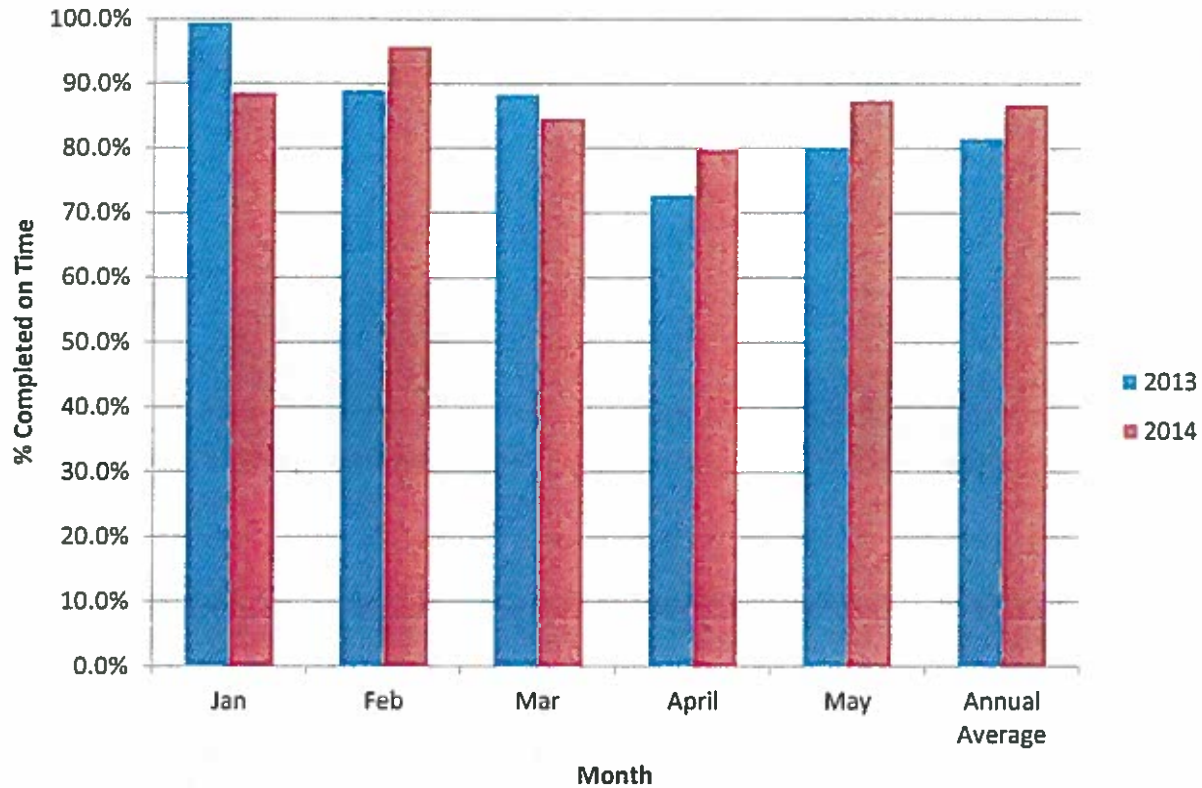
Information on all active projects can be found in the attached Table 1: Capital Project Status Update.

### Operations and Maintenance

Work order completion rates by work area for the month of May are shown at Table 2 (attached). The April overall on-time completion rate was 87%. Month-to-month and year-to-year work order completion comparisons are shown in the two charts below. The year-to-date average completion rate is 87%, compared to 81% this time last year. Our goal is 75%.



## Year-to-year On-time Completion Rates



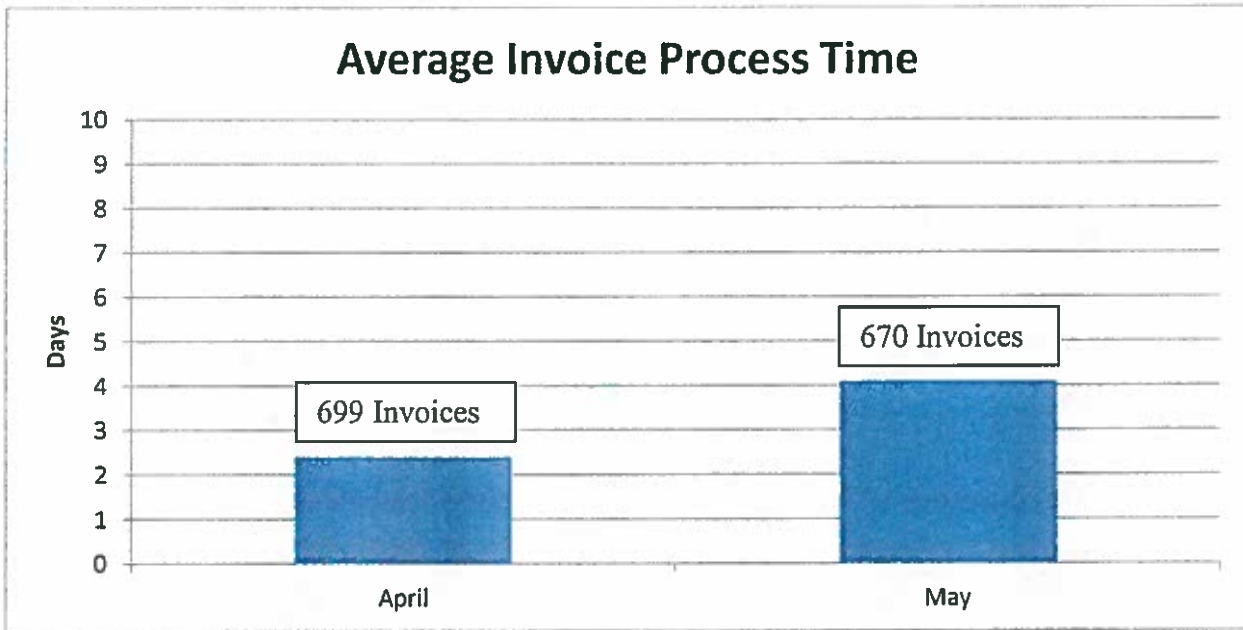
### Fleet Maintenance Statistics:

Category	Work Orders Opened	Work Orders Closed	Out-Sourced
Vehicles	120	120	2
Heavy Equipment	58	54	2

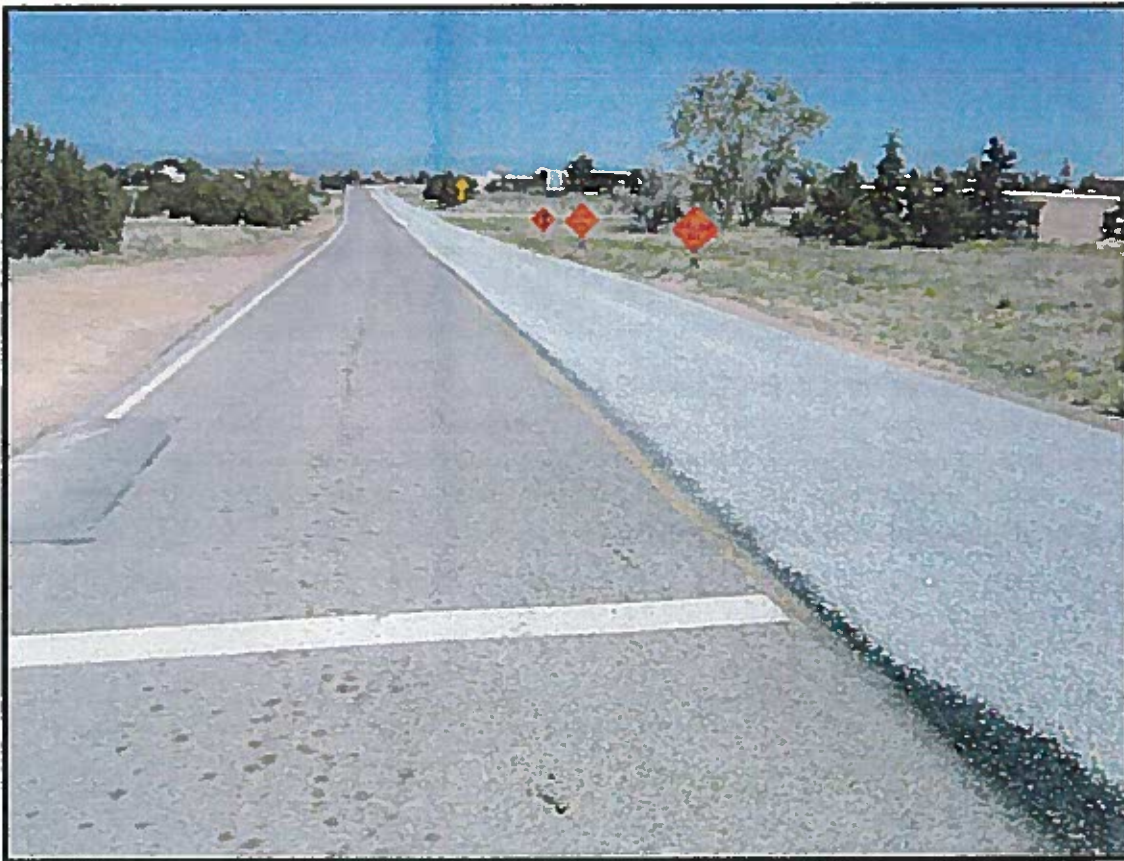
Ten new vehicles were in-processed into the County fleet.

**Administration Turn-around Time:** The Public Works Administrative team processed 670 invoices in May, a slight decrease from the previous month. The average turn-around time was 4.1 days. The internal goal is 5 days. See chart below.





**Pavement Preservation:** Road Maintenance has started this season's pavement preservation work with various chip seal projects. The photo below shows the chip seal of the first lane of Avenida Azul (San Marcos).



## **Utilities**

**Water Quality Report.** The 2013 Customer Confidence Report was issued over the last two billing cycles. This is a mandated annual report to water customers on the quality of their drinking water. In short, County water meets all EPA and NMED standards for drinking water quality. A copy of the report is attached to this report.

**Aamodt.** Staff is working with the Bureau of Reclamation to answer several location questions for certain pieces of infrastructure related to the regional water system. Meanwhile, the Utton Center, who the County had hired to facilitate outreach earlier this year in preparation for the court-mandated April 7 show cause deadline, submitted its after-action report. The report identified several challenges in the outreach effort, such as the complexity of the subject matter and the dense “legalese” of the written products. It also included a summary of the questions received from the public during the outreach; this summary, along with brief answers, is included as Attachment 2 (if the answer is blank for a particular question, it means that a good answer has not been formulated by any of the participating parties and will need answers before the next round of outreach begins, estimated summer 2015).

### **ACTION REQUESTED:**

None; for information only.





# Capital Project Status Update (As of 6/11/2014 8:10:02 AM)

PW Project#	Project Name	Nature of Procurement	% Comp	District	Project Budget	Current Contract Amount	Estimated Start Date	Estimated Completion Date	Project Manager
1	Repair and replace recreation doors and cement on yard floors	Design	15	1 2 3 4 5	\$60,000.00		6/30/2014		Joseph Martinez
2	Replace Sallyport Gate at YDP Design CR62/Caja del Oro Waterline Extension	Construction	10	1 2 3 4 5	\$40,000.00	\$29,652.04	5/30/2014	6/10/2014	Joseph Martinez
3	Upgrade interior light fixtures, exterior wall packs, light pole and LED fixture head	Design	30	2	\$212,636.00	\$23,663.20	7/16/2013	9/30/2014	Scott W. Rivers
4	Replace and Repair Brick Retaining Wall at ADF	Construction	93	3	\$360,435.00	\$335,875.00	4/7/2014		Joseph Martinez
5	Repair hot and cold plumbing at YDP			1 2 3 4 5	\$30,000.00		5/7/2014		
6	Upgrade Eldorado Transfer Station Up Grades			1 2 3 4 5	\$50,000.00		5/7/2014		
7				5	\$90,000.00				
8	Construct Playground at Cundyo	Construction	5	1	\$25,000.00	\$12,217.11	3/3/2014	4/15/2014	David Padilla
9	Perform design an all weather crossing for Pinos Hills Subdivision in SFC Preliminary Programming Study - Animal Control Facility	Design	0	2	\$50,000.00		7/7/2014	1/30/2015	Chuck Vigil
10		Plan	10	1,2,3,4,5	\$10,000.00	\$7,680.00	4/23/2014	5/26/2014	Joseph Martinez
11	Public Safety Complex Upgrade Design	Design	10	1 2 3 4 5	\$200,000.00	\$17,334.00	1/30/2014	7/31/2014	Paul Olafson
12	Romero Park	Design	60	2	\$175,000.00	\$163,351.00	5/17/2013	3/31/2015	Colleen Baker
13	Pojoaque Sports Fields	Design	15	1	\$1,785,000.00	\$83,169.00	1/28/2014	7/24/2015	Colleen Baker
14	Vista Grande Library Addition / Construction	Construction	95	5	\$1,050,000.00	\$833,808.48	9/20/2013	5/16/2014	Ron Sandoval
15	Oscar Huber Grandstand Phase II	Construction	10	3	\$332,000.00	\$287,814.38	2/5/2014	10/31/2014	David Padilla
16	Construct Addition to Ken & Patty Adam Senior Center	Construction	5	5	\$1,275,531.00		7/15/2014	5/8/2015	Ron Sandoval
17	Cundyo Parking Lot	Design	95	1	\$8,557.63	\$8,557.63	2/18/2013	12/26/2014	Chuck Vigil
18	Design Old Santa Fe Trail Multimodal	Design	98	4	\$264,692.00	\$252,011.10	3/5/2013	8/29/2014	Chuck Vigil
19	Design Honda Fire Station #1 Addition	Design	60	4	\$325,348.00	\$31,022.04	2/10/2014	5/30/2014	Ron Sandoval
20	TL6S Water Transmission Line	Design	45	4 5	\$333,080.30	\$333,080.30	2/17/2012	12/5/2014	Scott W. Rivers
21	Design La Cienega Water Line Improvements	Design	29	3	\$300,000.00	\$51,380.00	1/8/2014	6/20/2014	Paul Olafson
22	Construct Glorieta MDWCA Water System Improvements	Construction	27	4	\$424,759.00	\$551,630.00	2/28/2014	7/7/2014	Paul Olafson
23	Rio Quemado Watershed Restoration Purchase and Install Quilt Plant Utilities	Construction	57	1	\$306,000.00	\$96,681.75	5/8/2013	11/30/2014	Colleen Baker
24	Quilt Water Reclamation Plant - Office	Acquisition	50	1 2 3 4 5	\$75,000.00	\$51,969.60	3/31/2014	6/30/2014	Scott W. Rivers
25	Treatment Improvements	Construction	10	5	\$500,000.00	\$85,000.00	1/1/2014	10/31/2014	Scott W. Rivers
26	Old Santa Fe Trail Water Line	Design	92	4	\$190,000.00	\$167,154.00	2/15/2013	10/24/2014	Chuck Vigil
27	Design Lamy Junction Water Transmission Line	Design	39	4 5	\$411,366.96	\$411,366.96	5/4/2012	12/5/2014	Scott W. Rivers

28	1486	Design & Construction of Las Lagunitas Waste Water System	Other	25	3	\$150,000.00	\$98,965.00	2/19/2014	5/30/2014	Paul Olafson
29	1760	Renovate shower resurfacing at Adult Detention Facility	Construction	90	1, 2, 3, 4, 5	\$307,160.00	\$287,066.00	2/10/2014	5/30/2014	Joseph Martinez
30	1860	Upgrade server rooms at Adult Detention Facility and Youth Development Program Upgrade Perimeter & Interior Lighting at Adult Detention Facility, Upgrade Perimeter Lighting at Youth Development Program	Design	100	1,2,3,4,5	\$363,000.00	\$54,834.83	3/5/2014	3/14/2014	Joseph Martinez
31	1860	Youth Development Center Perimeter Lighting	Construction	95	1 2 3 4 5	\$387,305.86	\$335,875.00	1/20/2014	5/9/2014	Joseph Martinez
32	1870	Upgrade Security Cameras At Adult Detention Facility, Upgrade Control Panel At Youth Development Program, Renovate Old Judicial Courthouse Redevelopment	Construction	99	1 2 3 4 5	\$200,000.00	\$335,875.00	8/5/2013	5/9/2014	Joseph Martinez
33	1870	CR 54 Los Pinos Road All Weather Structure Design	Design	15	1 2 3 4 5	\$310,000.00		6/30/2014	12/31/2014	Joseph Martinez
34	2219	NE-SE Connectors Location Study	Design	0	1 2 3 4 5	\$475,000.00		6/2/2014	2/27/2015	Paul Olafson
35	6167	CR 55A General Goovin Rd Design Upgrade	Design	99	3	\$95,000.00	\$79,411.76	8/12/2013	12/26/2014	Chuck Vigil
36	6181	Torcido Loop - Design/Archaeological Survey	Plan	60	5	\$500,000.00	\$420,000.00	2/4/2013	3/13/2015	Chuck Vigil
37	6182	Herrera Road Paving and Drainage	Design	50	3	\$100,000.00	\$30,357.55	9/23/2013	9/26/2014	Chuck Vigil
38	6183	Upgrade County Road 26 - Simmons Road	Design	20	3	\$48,663.69	\$48,663.69	7/18/2013	9/26/2014	Chuck Vigil
39	6184	Visa Rendonda Drainage and Road Paving Design	Construction	100	5	\$874,000.00		7/14/2014	10/30/2014	Chuck Vigil
40	6196	Programming for Drainage and Roadway Improvements on County Road 89, C	Construction	0	3	\$460,000.00	\$447,513.66	8/30/2013	9/16/2013	David Padilla
41	6197	Design drainage and roadway improvements on County Road 84 D	Design	60	1	\$120,000.00	\$90,590.78	12/16/2013	6/27/2014	Chuck Vigil
42	6198	Design drainage and roadway improvements on County Road 89, C	Design	25	1	\$55,000.00	\$26,970.77	2/12/2014	6/30/2014	Scott W. Rivers
43	6199	Design drainage and roadway improvements on County Road 84 D	Design	5	1	\$35,000.00	\$17,980.52	2/12/2014	6/30/2014	Scott W. Rivers
44	6202	Design and construct drainage and pavement improvements for County Road 105	Design	20	1	\$80,000.00	\$39,526.54	5/21/2014	12/25/2014	Chuck Vigil
45	6203	Design and construct drainage and pavement improvements for County Road 109 S	Design	5	1	\$400,000.00		2/26/2014	9/30/2014	Chuck Vigil
46	6204	Construct Pavement Improvements for bike lanes on County Road 89 D	Design	5	1	\$260,000.00		2/26/2014	9/30/2014	Chuck Vigil
47	6205	Public Works Programming & Master Plan	Construction	10	1	\$170,000.00		4/16/2014	8/1/2014	Chuck Vigil
48	6208	La Bajada Ranch Planning, Programming, & Design	Plan	10	1 2 3 4 5	\$25,000.00	\$18,932.81	2/28/2014	6/30/2014	Paul Olafson
49	7006		Plan	10	3	\$120,000.00		9/28/2012	3/29/2015	Mark Hogan

# Capital Project Status Update (As of 6/11/2014 8:10:02 AM)

50	7120	Santa Fe River Greenway: Wayside Exhibit Planning, Design, Fabrication	Other	80	2		\$84,841.50	\$76,398.38	7/1/2012	9/30/2015	Colleen Baker
51	7121	Stanley Wellness Center Phase 1 Design and Construct Stanley	Construction	98	3		\$490,000.00	\$188,863.00	5/7/2013	5/9/2014	David Padilla
52	7121	Community Wellness Center Phase 2	Design	10	3		\$50,000.00	\$59,503.13	9/2/2013	6/30/2014	David Padilla
53	7122	Highway 14 Senior/Community Center	Acquisition	10	3		\$350,000.00		11/5/2012	5/1/2014	Agnes Leyba-Cruz
54	7124	Admin Building Computer & Communications Room	Construction	0	1 2 3 4 5		\$275,000.00	\$52,285.73	3/31/2014	7/31/2014	Paul Olafson
55	7701	Arroyo Honda Trail	Design	20	5		\$470,572.00	\$442,524.00	12/13/2012	12/31/2014	Colleen Baker
56	7706	Mt. Chachihuil	Acquisition	40	3		\$988,499.00	\$52,859.35	8/1/2012	9/30/2014	Colleen Baker
57	7707	Santa Fe Rail Trail	Construction	9	4, 5		\$1,576,212.00		7/1/2014	1/31/2015	Colleen Baker, Scott W. Rivers
58	7708	Santa Fe River Greenway Engineering Design Services	Design	88	2		\$412,725.85	\$340,633.57	10/3/2012	12/31/2014	Scott Kaseman
59	7708	Santa Fe River Greenway Acquisition	Acquisition	20	2		\$1,814,850.60	\$531,756.83	10/9/2012	11/1/2014	Scott Kaseman
60	7708	Santa Fe River Greenway: Frenchy's Field to Siler Rd.	Archaeology	100	2		\$59,406.47	\$59,406.47	3/1/2009	12/31/2013	Scott Kaseman
61	7711	Thornton Ranch Open Space	Plan	11	3		\$200,000.00	\$144,523.62	3/3/2014	3/6/2015	Colleen Baker
62	7723	Nambe Community Center, Park and Head Start Site Improvements	Construction	60	1		\$354,065.00	\$333,310.76	2/27/2014	7/7/2014	Colleen Baker, David Padilla
63	7725	Construct Playground Equipment at El Rancho Community Center	Construction	5	1		\$45,000.00	\$18,573.43	4/24/2014	4/15/2014	David Padilla
64	7732	Agua Fria Monument Signs	Construction	11	2		\$83,846.00	\$72,543.01	4/21/2014	9/30/2014	Colleen Baker
65	8008	La Cienega Fire Station No. 2 Apparatus bay expansion and Library remodel.	Construction	20	3		\$494,091.00	\$31,590.75	3/24/2014	9/30/2014	Ron Sandoval
66	8009	Glorieta Fire Station #2 - New Construction	Design	10	4		\$50,000.00	\$72,240.00	5/16/2014	9/30/2014	Ron Sandoval
67	8010	Pojoaque Fire Station - Interior Remodel Volunteer Side	Design	20	1		\$181,470.00	\$22,204.75	3/24/2014	6/30/2014	Ron Sandoval
68	9692	CR67F La Barabara Drainage and Road Paving Design	Design	35	4		\$100,000.00	\$16,197.08	12/16/2013	6/27/2014	Chuck Vigil



Table 2: On-time Work Order Completion  
May 2014

Property Control

COMM. DIST.	REQUESTS	ISSUED	CLOSED	ON TIME
1	6	4	2	2
2	5	4	4	4
3	3	3	3	3
4	11	11	9	9
5	26	26	18	18
All	57	55	40	40
TOTAL	108	103	76	76
		95%	70%	70%

Building Services

COMM. DIST.	REQUESTS	ISSUED	CLOSED	ON TIME
1	0	0	0	0
2	2	2	2	2
3	0	0	0	0
4	2	1	1	1
5	4	4	3	3
All	24	24	22	22
TOTAL	32	31	28	28
		97%	88%	88%

Roads

	Overall WO's from public & staff	Overall WO Issued from public & staff	Overall WO Closed from public & staff	Request from public only	On-time request from public only
COMM. DIST.					
1	36	36	31	11	6
2	10	10	10	0	0
3	15	15	14	5	4
4	34	34	33	1	0
5	35	35	19	20	5
All	0	0	0	0	0
TOTAL	130	130	107	37	15
		100%	82%		41%

Open Space

	REQUESTS	ISSUED	CLOSED	ON TIME
COMM. DIST.				
1	32	32	32	32
2	19	19	19	19
3	12	12	12	12
4	8	8	8	8
5	10	10	10	10
All	10	10	10	10
TOTAL	91	91	91	91
		100%	100%	100%

Traffic

	Overall WO's from public & staff	Overall WO Issued from public & staff	Overall WO Closed from public & staff	Request from public only	On-time request from public only
COMM. DIST.					
1	16	16	16	1	1
2	15	15	15	2	2
3	14	14	14	0	0
4	13	13	13	1	1
5	41	41	41	1	1
All	13	13	13	1	1
TOTAL	112	112	112	6	6
		100%	100%		100%







**Santa Fe County  
Utilities**

**South Sector  
Public Water  
System  
(NM3500826)**

**2013  
Water Quality  
Report**

**Additional Information**

This report provides details regarding our water quality and what it means. If you have any questions about this report, concerns regarding your water utility, or would like to learn more about the County's plans for the future water supply, please contact the Santa Fe County Water Utilities Division at 992-9870 or at: [www.santafecountynm.gov/public\\_works/utilities](http://www.santafecountynm.gov/public_works/utilities)

We want you, our valued customers, to be informed about your water supply and your water utility. If you want to become more involved in issues of water supply in our area, you are encouraged to attend meetings of our governing body, the Santa Fe County Commission, which occur on the second and last Tuesday of each month starting at 2:00 PM and 1:00 PM, respectively. Meeting agendas are posted at: [www.santafecountynm.gov/committees/board\\_of\\_county\\_commissioners-bcc](http://www.santafecountynm.gov/committees/board_of_county_commissioners-bcc)

**Santa Fe County Utilities**

PO Box 276  
Santa Fe, NM 87504  
Customer Service: 505-992-9870  
[www.santafecounty.org](http://www.santafecounty.org)

**South Sector Public Water System  
2013 Water Quality Report**

**Introduction**

Santa Fe County Utilities (SFCU) is pleased to present the 2013 Water Quality Report for the South Sector Public Water System to our customers and the public. A safe and sustainable water supply is vital to our community and is one of the primary missions of Santa Fe County. In 2013, the South Sector's drinking water met all U.S. Environmental Protection Agency (EPA) and State drinking water quality limits. The South Sector system supplies potable water to users outside of the boundary of the City of Santa Fe in the areas including Campo Conejos, Longford Homes, Rancho Viejo, Las Lagunitas, Oshara Village, La Pradera, New Mexico National Guard, New Mexico State Penitentiary, SFC Public Safety Complex, SFC Detention Center, La Cienega, La Cieneguilla and the Valle Vista Subdivision. This report is designed to inform customers about where our water comes from, what it contains, and how it compares to standards set by regulatory agencies. This report is a snapshot of the water quality during calendar year 2013.

**Sources of Supply**

The sources of water supply for both the City and County water systems are the same throughout the Santa Fe metropolitan area and include both ground water and surface water sources. In 2013, the South Sector system was served by four sources: (1) surface water from the Rio Grande which is treated through advanced processes at the Buckman Regional Water Treatment Plant, (2) ground water from 13 wells in the City's Buckman Well Field located approximately 15 miles northwest of Santa Fe, (3) surface water from the Santa Fe River, which is treated through conventional processes at the City's Canyon Road Water Treatment Plant, and; (4) ground water from 8 active wells in the City's Well Field (mostly located in close proximity to the Santa Fe River).

**Customer Transfer Between the City and County**

In August of 2013, Longford Homes, Campo Conejos, Turquoise Trail Business Park and other water customers located south of the City were transferred from the City's Utility to the County's South Sector system as the result of a settlement agreement between the respective government bodies. Because the sources of supply did not change, this didn't affect your water quality, but SFCU recognizes that the transfer created inconvenience and complication for some customers. If the transfer affected you negatively in any way, we are truly sorry and we want to you know that we are working hard to ensure that you receive the best service possible.

**En Español**

Este reporte contiene información sobre el agua calidad en el Condado de Santa Fe del sur parte del el agua sistema cantidad. Si tiene alguna pregunta o duda sobre esta reporte, por favor llamar al Condado de Santa Fe Utilidad 505-992-9870.

### Is My Water Safe?

We are proud to announce that in 2013 the South Sector's drinking water supply met all U.S. Environmental Protection Agency (EPA) and New Mexico drinking water quality standards.

#### Source Water Assessment & Availability:

The New Mexico Environment Department (NMED) completed a Source Water Assessment of the City's Water Utility, which includes the sources of supply for the South Sector system, to determine source water protection areas and inventory contaminant sources. NMED concluded: "The Susceptibility Analysis of the City of Santa Fe water utility reveals that the utility is well maintained and operated, and drinking water sources are generally protected from potential contamination..." "The susceptibility rank of the City's system, which includes the sources of supply for the South Sector system, is moderately low. A copy of the Assessment is available by contacting NMED at 1-877-654-8720.



The Buckman Direct Diversion (BDD), which includes the Buckman Regional Water Treatment Plant, was constructed and is operated under a cooperative agreement between the City, the County and the Las Campanas Limited Partnership. The BDD came on-line in 2011 and has significantly improved the long-term sustainability of the area's water supply and also increases resilience under drought conditions. Using treated surface water as our primary supply reduces unsustainable groundwater pumping, which helps ensure ground water will be available during times of drought.

### Why are there contaminants in my drinking water?

The sources of all drinking water (tap water and even bottled water) include rivers, lakes, streams, ponds, reservoirs, springs and wells. As water travels over the surface of the land or through the ground, it dissolves or suspends naturally occurring and man-made substances. These substances can include:

**Microbial contaminants**, such as viruses and bacteria that may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife.

**Inorganic contaminants**, such as salts and metals that may be naturally-occurring or result from urban stormwater runoff, industrial or domestic wastewater discharges, oil and gas production, mining or farming.

**Pesticides and herbicides**, that may come from a variety of sources, such as agriculture, urban stormwater runoff, and residential uses.

**Organic chemical contaminants**, including synthetic and volatile organic chemicals, which are by-products of industrial processes and petroleum production and can also come from gas stations, urban storm water runoff, and septic systems.

**Radioactive contaminants**, which can be naturally occurring, man-made from nuclear facilities and atmospheric deposition from former above ground testing, or be the result of oil and gas production and mining activities.

**Intentionally added substances:** Water from all four supply sources for the South Sector system is disinfected with chlorine to protect against waterborne pathogens. Fluoride is also added to protect consumers' teeth at levels generally recommended by public health professionals.

In order to ensure that tap water is safe to drink, state and federal regulations limit the amount of certain contaminants in water provided by public water systems. Food and Drug Administration (FDA) regulations establish limits for contaminants in bottled water, which must provide the same protection of public health.

### Do I need to take special precautions?

Some people may be more vulnerable to contaminants in drinking water than the general population. Immunocompromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. Health care providers should advise you about certain risks associated with tap water if you have an immune compromising condition. EPA/Centers for Disease Control (CDC) guidelines on appropriate means to lessen the risk of infection by Cryptosporidium and other microbial contaminants are available from the Safe Water Drinking Hotline (1-800-426-4791).

#### Important Drinking Water Definitions:

**MCL: Maximum Contaminant Level** - The "Maximum Allowed" (MCL) is the highest level of a contaminant that is allowed in drinking water. MCLs are set as close to the MCLGs as feasible using the best available treatment technology.

**MCLG: Maximum Contaminant Level Goal** - The "Goal" (MCLG) is the level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.

**AL: Action Level** - the concentration of a contaminant, which, if exceeded, triggers treatment or other requirements which a water system must follow.

**T7: Treatment Technique** - a treatment technique is a required process intended to reduce the level of a contaminant in drinking water.

**ppm: Parts per million or milligrams per liter (mg/L)** - one part (contaminant) in a million parts (water).

**ppb: Parts per billion (ppb) or micrograms per liter (µg/L)** one part (contaminant) in a billion parts (water).

#### Contaminant Specific Information:

##### Arsenic

The drinking water standard for arsenic is 10 ppb. The South Sector's drinking water supply met this standard throughout 2013 (please see Table 3 on page 4 of this document for the levels of arsenic measured in 2013). Arsenic occurs naturally in the earth's crust. When these arsenic-containing rocks, minerals, and soil erode, they release arsenic into ground water. While our drink-

ing water meets EPA's standard for arsenic, it does contain low levels of arsenic. The EPA standard balances the current understanding of arsenic's possible health effects against the costs of removing arsenic from drinking water. EPA continues to research the health effects of low levels of arsenic, which is a mineral known to cause cancer in humans at high concentrations and is linked to other health effects such as skin damage and circulatory problems.

##### Nitrates

The South Sector's drinking water supply meets the federal drinking water standard of 10 ppm for nitrates. Nitrates have been detected in some of the City Wells above 5 ppm. Nitrate in drinking water at levels above 10 ppm is a health risk for infants of less than six months of age. High nitrate levels in drinking water can cause blue baby syndrome. Nitrate levels may rise quickly for short periods of time because of rainfall or agricultural activity. If you are caring for an infant you should ask advice from your health care provider.

#### Microbial and Disinfection By-products Rule

The Microbial and Disinfection By-products Rule is a set of interrelated regulations that address risks from microbial pathogens and disinfection byproducts (DBPs). The rule focuses on public health protection by limiting exposure to known carcinogenic DBPs, specifically total trihalomethanes (TTHM) and five haloacetic acids (HAA5), which can form in water through disinfectants (e.g. chlorine) used to control microbial pathogens. In 2012, the NMED reduced the required testing schedule for disinfection-by-products for the South Sector system from quarterly to an annual schedule due to prior-year test results being consistently low. However, NMED's

(Continued on page 2)



(Continued from page 2)

reduction of our sampling frequency did not comply with the Stage II Disinfectant/Disinfection By-Product Rule and resulted in a monitoring violation for the South Sector system (please see the information on page 4 of this document for more details). In 2013, the South Sector system had one compliance sampling location for TTHM and HAA5 and this location was sampled once during the period of June–Sept (sample collected on 8/20/13). Under the Stage II Rule, we should have collected samples each quarter and at locations specific to TTHMs and HAA5s. The analytical results for DBPs must be below the MCL (0.060 ppm for HAA5 and 0.080 ppm for TTHM). Based upon the samples that were collected, the data in Table 1 indicates that the South Sector system's water met the MCL standards.

TABLE 1—Results of Disinfection By-Product Testing for 2013

South Sector Disinfection By-Product Results	Units	MCL	MCLG	Results	Range		Typical Source
					Low	High	
Total Haloacetic Acids (HAA5)	ppb	60	NA	0.00	0.00	0.00	By-product of drinking water chlorination.
Total Trihalomethanes (TTHM)	ppb	80	NA	0.00	0.00	0.00	By-product of drinking water chlorination.

#### Lead and Copper Testing

Tests for lead and copper are taken from customer taps located throughout the South Sector system. Samples were last collected in 2011 and the results of those samples are reported in Table 2 below. Samples for lead and copper analysis will be collected in 2014 and the results of those samples will be reported in our 2014 Water Quality Report next year.

If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and house plumbing. Santa Fe County Utilities is responsible for providing high quality drinking water, but cannot control the variety of materials used in plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for a period between 30 seconds and 2 minutes, before using water for drinking or cooking. If you are concerned about lead in your water, you may wish to have its quality tested. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline or at:

<http://www.epa.gov/safewater/lead>

TABLE 2—Most Recent Results of Lead and Copper Testing

South Sector Lead & Copper Results	Units	MCL	MCLG	Your Water (90th percentile)	No. of Samples Exceeding the AL	Sample Date	Violation	Typical Sources
Copper	ppm	AL = 1.3	1.3	0.16	0 of 21	7/22/2011	No	Erosion of natural deposits, corrosion of household plumbing systems.
Lead	ppb	AL = 15	0	1.9	0 of 21	7/22/2011	No	Erosion of natural deposits, corrosion of household plumbing systems.

#### Lead and Copper Action Level

The lead and copper levels reported are values for the 90th percentile which in this case is the 10th sample. For example, if 10 samples are collected, the results for the 9th sample represent the 90th percentile.

#### Typical Sources

#### Cryptosporidium

*Cryptosporidium* is a protozoan parasite that is common in surface waters. In the environment, it primarily exists as an oocyst (microscopic egg), which is the transmission stage of the organism. Ingestion of *Cryptosporidium* may cause cryptosporidiosis, an abdominal infection. *Cryptosporidium* is introduced into our source waters via wild animal populations. Although the organism is readily removed by the advanced treatment process utilized at the BDD facility, the oocyst is resistant to chemical disinfectants like chlorine and the primary reason for testing for it is to determine if additional treatment is required. Any new water system treating surface water such as BDD is required to monitor *Cryptosporidium* for 24 consecutive months. At the BDD, the untreated raw Rio Grande water *Cryptosporidium* test results range from 0 to 0.4 oocysts/L.



2013 South Sector System Source of Supply Water Quality Table (Next Page)

Table 3 on the following page presents a list of contaminants which:

- 1) have associated primary Maximum Contaminant Levels (MCLs) that are regulated, and;
- 2) were detected in the South Sector source of supply in testing conducted by the City and New Mexico Environment Department.

The table includes only those constituents found above detection limits during 2013 sampling, or during sampling in previous years if not analyzed during 2013. The EPA requires monitoring for certain contaminants less than once per year because the concentrations are not expected to vary significantly from year to year. As the producer of the source of supply, the City is required to test for over 80 contaminants, and the vast majority of these contaminants were not found above detection limits. Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of these contaminants does not necessarily indicate that water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the Environmental Protection Agency's (EPA) Safe Drinking Water Hotline (800) 426-4791, or visiting [www.epa.gov/safewater](http://www.epa.gov/safewater).



TABLE 3—South Sector System Source of Supply 2013 Water Quality

Contaminant	Unit	MLL	MLCL	City Well Field	Sample Year	Buckman Tank	Sample Year	Current Red WTP	Sample Year	Buckman WTP	Sample Year	Typical Source
<b>Inorganic Contaminants</b>												
Arsenic	ppb	10	0	4.6 (1.2 - 4.6)	2011	1.8	2011	ND	2013	ND	2013	Erosion of natural deposits, runoff from orchards, runoff from glass and electronics production wastes
Barium	ppm	2	2	0.8 (0.24 - 0.8)	2011	0.073	2011	ND	2013	ND	2013	Discharge from drilling wastes, discharge from metal refineries; Erosion of natural deposits
Chromium	ppb	100	100	ND	2011	ND	2011	ND	2013	1	2013	Discharge from steel and pulp mills; erosion of natural deposits
Fluoride	ppm	4	4	0.18 (0.10 - 0.18)	2011	0.25	2011	0.12	2013	0.49	2013	Erosion of natural deposits; Water additive which promotes strong teeth; Discharge from fertilizer and aluminum factories
Selenium	ppb	50	50	1.7 (ND - 1.7)	2011	ND	2011	ND	2013	ND	2013	Discharge from steel/metal factories; Discharge from plastic and fertilizer factories
Nitrate (as N)	ppm	10	10	7.9 (2.7 - 7.9)	2013	0.14	2013	ND	2013	0.19	2013	Runoff from fertilizer use; Leaching from septic tanks, sewage; Erosion from natural deposits
<b>Radionuclide Contaminants (Compliance period 2011 to 2013)</b>												
Gross Alpha Emitters	pCi/L	15	0	1.3 (1.2 - 1.3)	2013	0.1	2013	0.6	2011	0.9 (0 - 0.9)	2011	Erosion of natural deposits
Gross Beta/Phonon Emitters	pCi/L	50 <sup>a</sup>	NA	4.4 (1.1 - 4.4)	2013	2.1	2013	0.7	2011	3.3 (1.9 - 3.3)	2011	Decay of natural and man-made deposits
Radium 226/228	pCi/L	5	0	0.45 (0.20 - 0.45)	2013	0	2013	0	2011	0.42 (0 - 0.42)	2011	Erosion of natural deposits
Uranium	ppb	30	0	3.0 (1.0 - 3.0)	2013	1.0	2013	ND	2011	1.0 (ND - 1.0)	2011	Erosion of natural deposits
<b>Surface Water Contaminants</b>												
Turbidity <sup>d</sup> (highest single measurement)	NTU	TT = 1.0	0	NA	NA	NA	NA	0.62	2013	0.4	2013	Soil Runoff
Turbidity <sup>d</sup> (South monthly % meeting TT)	NTU	TT = 0.3 NTU	0	NA	NA	NA	NA	99.4%	2013	99.2%	2013	Soil Runoff
Total Organic Carbon (TOC)	NA	TT (35%-45% Removal)	NA	NA	NA	NA	NA	44% to 68% removal <sup>e</sup>	2013	NA	NA	Naturally present in the environment

Table 3 Notes:

- EPA considers 50 pCi/L to be the level of concern for beta particles.
- Alternative compliance criteria used to meet TOC removal requirements.
- The range represents the highest and low values within the Compliance Period indicated. Range values are not given if only one sample was taken during the range period.
- Turbidity is a measure of the cloudiness of water. It is monitored as a good indicator of the effectiveness of filtration and to meet regulatory requirements.
- City well field: Alto, Agua Fria, Ferguson, Osage, Santa Fe, St. Michaels & Torreon.
- The Buckman tank contains water from Buckman Wells 1-13, the Buckman Regional Water Treatment Plant and the North-South Well.

Key to Units, Terms and Abbreviations in Table 3:

- NA: Not Applicable  
 ND: Not Detected  
 NTU: Nephelometric Turbidity Units  
 ppm: parts per million, or milligrams per liter (mg/L)  
 ppb: parts per billion, or micrograms per liter (µg/L)  
 pCi/L: picocuries per liter (a measure of radioactivity)  
 TT: A Treatment Technique standard was set instead of a Maximum Contaminant Level

## IMPORTANT INFORMATION ABOUT YOUR DRINKING WATER

Monitoring Requirements Not Met for the Santa Fe County

### South Sector Water System

**Este Informe contiene información importante acerca de su agua potable. Haga que alguien lo traduzca para usted, o hable con alguien que lo entienda.**

We recently became aware that our system failed to collect monitoring samples required by the Stage 2 Disinfection/Byproducts Rule. Although this incident was not an emergency, as our customers, you have the right to know what happened and what we are doing to correct the situation.

We are required to monitor your drinking water for specific contaminants on a regular basis. Results of the regular monitoring are an indicator of whether or not our drinking water meets health standards. Table 4 lists the contaminants and the compliance periods for which we did not monitor correctly. Because these samples were not collected, we cannot be sure of the quality of our drinking water during the compliance period listed below.

Table 4—Incorrectly monitored contaminants and compliance periods

Contaminant	Sample Location	Compliance Period
Total Trihalomethanes (THM) (7 Yr Cyclic)	TTM-IND	4th Quarter-2012, 1st, 2nd, 3rd and 4th Quarter-2013
Halocetic Acids	HAA5-IND	4th Quarter-2012, 1st, 2nd, 3rd and 4th Quarter-2013
	(35 Camino Justicia)	

**What should you do?** There is nothing you need to do. You do not need to boil your water or take other corrective actions. You may continue to drink the water. If a situation arises where the water is not longer safe to drink, you will be notified within 24-hours.

**What is being done?** We have begun collecting the correct number of samples at the correct locations and will continue to do so throughout 2014 to ensure that we comply with the Disinfection By-products Rule. The sample results will be published in our 2014 Water Quality Report next year.

For more information about this compliance issue or about this Water Quality Report, please contact:

Robert J. George at 505-992-3046, Santa Fe County Utilities, South Sector Public Water System (NM3500926), P.O. Box 276, Santa Fe, NM 87504

Please share this information with all the other people who drink this water, especially those who may not have received this notice directly (for example, people in apartments, nursing homes, schools and businesses). You can do this by posting this notice in a public place or distributing copies by hand or mail.

## Attachment 2 – Questions from the Public on Aamodt Settlement Agreement

The green headers indicate the entity to answer the questions; the blue first column headers are primary divisions for the questions; and the bold, no color headers are secondary divisions.

QUESTIONS FROM MEETINGS		ANSWERS
Settlement Parties		
Court Process		
What happens next?		The Court has ordered the Settlement parties to prepare a proposed order that describes how the objections will be handled. Two alternative orders have been proposed by the Settlement parties. The Court will allow others to weigh in on the procedures recommended by the settling parties and will then enter one of the proposed orders or one that has been modified.
If the Settlement fails, what happens?		<p>Non-Pueblos: If the Settlement fails, the Court will complete the non-Pueblo water rights adjudication, conduct the non-Pueblo <i>inter se</i> in which any non-Pueblo water rights may be challenged by any water right user in the Valley, and enter the final decree. The Court will hold a trial(s) to resolve the challenges. Once the challenges are resolved, the Court will enter a final decree for the non-Pueblo water rights.</p> <p>Pueblos: The Pueblos' water right determination will return to litigation and all agreements related to the Settlement will end. <i>See also</i> Aamodt Settlement Handbook FAQ "What happens if the Settlement fails?" at page 2-3.</p>
I want to opt-out of the Settlement. What if I never want to be a part of the Settlement? How do I do that?		There is no option to opt out of the Settlement. The Court requires either an objection or acceptance. The opting out comes into play with whether you join the County Water Utility. You opt into the Utility or opt out of the Utility and keep your well.
What happens if I never agree to the Settlement?		
If I want to mail my documents, what is the address?		<p>The address for mailing is:</p> <p>U.S. District Court 333 Lomas Blvd. NE # 270 Albuquerque, NM 87102</p>
I received the Acceptance & Protest forms in the mail. Will I receive <u>in the mail</u> the Proposed Order from the parties, the Order from the Court, and other pleadings from the parties and the Court?		<p>The Court will enter other notices and orders which may be obtained at <a href="http://www.ose.state.nm.us/legal_aamodt_court_filings.html">http://www.ose.state.nm.us/legal_aamodt_court_filings.html</a></p>





What documents will I get in the mail and where will I get other documents?	<p>Some of the Court's orders will be posted to <a href="http://www.santafecountynm.gov/county_commissioners/daniel_mayfield/aamodt_outreach">http://www.santafecountynm.gov/county_commissioners/daniel_mayfield/aamodt_outreach</a> and <a href="http://uttoncenter.unm.edu/ombudsman/npt.php">http://uttoncenter.unm.edu/ombudsman/npt.php</a></p> <p>If you wish to sign up for receiving ALL Aamodt documents filed with and by the Court, You can file (send in 2 copies and a self-addressed stamped envelope) a <b><u>CM/ECF Pro Se Registration Form</u></b> with the Court. This form and instructions are found on this website: <a href="http://www.nmcourt.fed.us/web/DCDOCS/dcindex.html">http://www.nmcourt.fed.us/web/DCDOCS/dcindex.html</a></p>
Does each surface water right and well water right need to be on a separate objection or acceptance form?	No, but if you have more than one well and wish to make a different choice for each of them, attach another page to make the second choice so your intentions will be clear, and send it in (send in 2 copies and a self-addressed stamped envelope) to the Court in Albuquerque. <i>See also</i> Aamodt Settlement Handbook FAQ "If someone owns more than one water right...?" at page 2-5.
If I have only a surface right, do I file an acceptance or objection for it?	Yes.
How are Condos and MDWUA handled - as a unit or as individual households?	
How does the estate of someone who has died respond to the Court order when there is no estate spokesperson?	
What is the deadline for filing acceptances? What is the schedule for going forward?	The Court has not yet set the deadline for Acceptances or the schedule for going forward.
The Acceptance form requires a Water Rights Number and a Well Number. What is the difference and where do I get these numbers.	<p>The water right number for a well is the same as the number for the well. There is a separate water right number for a ditch irrigation water right. You can call Darcy Bushnell at (505-277-0551) or the State Engineer Water Rights Division (505-827-6120) to get these numbers.</p> <p>If you have a pre-basin well that does not yet have a number, you must contact the Water Rights Division for further instructions.</p>
If I know I want to accept but want to make a well election later, can I do that?	Since you want to make your election later, you can make a note on the Acceptance at page 2 to show that this is your intention.
Do I accept and make an election for my irrigation	Yes. And Yes.

well? If so, do I use the domestic well form?	
My father-in-law has both a pre-basin and a 1956-1982 well on his property. If he agrees to the Settlement terms and keeps his pre-basin well into perpetuity and connects the 1956-1982 well to the CWU, how would he do this?	<p>If he was making the same choice for each well, he could put both wells on the same page of the Acceptance form.</p> <p>Since he wants to make a different election for each well, he could make a copy of the second page and fill out the original for one well and the copy for the other well to avoid confusion, staple them together and send them to the Court in Albuquerque.</p>
Can I still object after April 7, 2014?	No.
Is there a way to find out what objections have been filed in the Court's docket?	You may go to the federal court at 106 Federal Place in Santa Fe and view the filings at a computer in the Clerk's office. There is someone there who can help you get started.
If a majority or large number of people object, what happens?	The Court will hear and read all the objections and arguments, weigh them, and make a decision. Since this is not a voting process, the numbers of objections matter less than the quality of the objections.
Is reality that this thing is going through regardless of protest?	You never know what a court is going to do. If one person gives a solid reason for not adopting the Settlement and entering the decree, the Court may do that and the case will go back to litigation on the Pueblos' water rights. One thousand people could enter objections and if the Court does not think they are solid enough, it will adopt the Settlement and enter the decree.
If I object now, can I withdraw my objection later?	Yes.
Is there a form for filing a withdrawal of an objection?	
If I object now, can I modify my objection later?	
What are the main objections by those who oppose the Settlement?	The answer to this question will be available when the objections filed with the Court are assessed by the Settlement parties.
What will happen next if I objected?	This will be spelled out in the Court's next procedural order. Usually the Court will require you to defend your objection by further explaining your position in writing and possibly at a hearing or trial. The settling parties will be allowed to respond to you. Then the Court will make a ruling on the objection.
If I object now and the Court rejects my objection, what happens to my well choice?	The Court has not yet addressed this question.

<b>Regional Water System</b>	
What is the difference between the Regional Water System, the Pueblos System and the County Water Utility?	See Aamodt Settlement Handbook FAQ “What is the difference....?” at page 2-8.
Will the NM Public Regulation Commission regulate the Regional Water System?	No.
If not the PRC, then who?	
Does the capacity of the County Water Utility limit non-Pueblo population growth or development of non-Pueblo lands?	
Is the Regional Water System, as planned, large enough to accommodate future uses?	
Who will run the system?	The County will run the County Water Utility and is likely to run the Regional System. That role will be spelled out in the Joint Powers Agreement (JPA). <i>See also</i> Aamodt Settlement Handbook FAQ, “How will the RWS be managed...?” at page 2-8.
Since the water diversion facility and the water treatment plan are to be located on San Ildefonso land, will the Pueblo control the Regional Water System?	
Since San Ildefonso members have been given hiring preference will the Pueblo control the Regional Water System?	
Can the Pueblos back out of the Regional Water System or violate the terms of its running?	
Will there be problems with getting reasonably priced electrical service for the Regional Water System?	
<b>JPA</b>	
What is the JPA and what does it do?	The Joint Powers Agreement (JPA) ****
Who gets to approve the JPA?	
Will I get to review it before it is completed?	
When will the draft be ready for public review? How will it be announced?	The draft will be ready Summer 2014. Notice of the review period will be announced by ****.
How will non-Pueblo communities be represented on the Board?	Non-Pueblo communities will be represented on the Board through the County representative.
Can the non-Pueblos have community representatives as well as the County on the Board?	
Since there are 4 Pueblo members of the Board, won't the Pueblos dominate the Board decisions to the detriment of the County customers?	
Is it true that only 3 votes are necessary to pass something on the Board?	
What can the Board do?	The Board's authority is very limited under the

	Settlement Act. It can (1) hire an operator, (2) Approve expenditures over ***, (3) develop and approve the budget, and (4) deliver water to Valley residents.
Does the County have veto power on the Board?	
<b>Water Sources</b>	
The Rio Grande has less and less water in it. Will there be sufficient water to use for the Regional Water System?	
Who did the hydrology report & when was it done? Where can it be reviewed?	
What does "the basin is fully appropriated" mean?	
How do the parties know that the basin has been fully appropriated?	
There is a difference of opinion about whether the basin is fully appropriated. How do you respond to people who assert that there is plenty of water?	
How do people know that there is enough water for existing wells?	
Is there a guarantee that under the Regional Water System there will always be water?	
How will the back-up wells of the Regional Water System affect private wells in the Valley?	
	The State Engineer provided Darcy Bushnell with 2 lists of wells involved in the adjudication. You may contact her (505-277-0551) to see if your well number appears on either list.
I live very near the edge of the Pojoaque Basin. How do I know if I am in the case?	If you wish to be absolutely certain you can contact the Water Rights Division of the Office of the State Engineer at 505-827-6120.
<b>Settlement Agreement</b>	
Why is a Regional Water System a part of the Settlement?	Pueblo: *** County: *** <i>See also Aamodt Settlement Handbook FAQ "Why is a regional water system included...?" at page 2-8.</i>
If the Regional Water System never gets to my area to what exactly am I agreeing or objecting?	
Since the System will never reach me, what am I obligated to do I accept or object to the Settlement?	
What are the long term consequences of either option if the System is irrelevant because of my location?	Whether you objected or you accept, you are weighing in on the entire Settlement Agreement and Decree and not just the System.



Why would someone in an area that will not be served by the County Utility agree to the Settlement?	
Why would someone in an area that will not be served by the County Water Utility agree to connect?	Someone who is not in the service area of the Utility might wish to agree to connect because under the Settlement it provides that the owner can use an unreduced amount of water from the well until the system does become available.
Why will those who do not accept get the last priority?	
Why not use the money appropriated for a Regional Water System to pay for a sewer system?	The money identified in the Settlement is to be used for a specific purpose to implement the Settlement. It cannot be redirected for another purpose. The Valley residents rejected a sewer system in ***. Congress did not want to fund a sewer system in a water rights Settlement. That issue will have to be addressed as a separate matter.
Why did the parties not negotiate for a sewer system?	
How am I affected if I am only here part-time?	
Will the Pueblos, County or others be able to transfer water rights to a large industrial or corporate user such as INTEL, in the future?	The parties cannot transfer water rights to water that is native to the Pojoaque Basin out of the Basin. They may temporarily lease water that is imported into the basin to outside users so long as the Regional Water System does not need it.
If I accept the Settlement and choose to connect to the County Utility network: - will I still be able to use my well for outdoor only?	100% of the water right will be transferred to the County if and when you (or those after you) connect to the Utility, unless you have a pre-basin well, which may have a different result. You will need to transfer your <u>domestic</u> right to the County as it must have a water right for every household it serves. Your other rights remain with you.
If I object to the Settlement and the Settlement is passed by the Court will I still be allowed to either choose to connect or to keep my well and will I be charged for the connection?	
If so much new water is coming in to the Basin, why do I have to reduce my use in my well?	
I am being discriminated against by getting my water rights reduced, by not getting any benefits from the pipeline, by not getting compensated for my water rights which are being confiscated.	
How are Mutual Domestic wells handled?	Section 3.1.7.2.5 gives each of MDWCA the choice of connecting, not connecting but subject to Settlement quantities or negotiating a separate agreement with the Pueblos and US.
How are commercial wells handled under the	The options for commercial wells are described

Settlement?	at page 25 of the Settlement – 3.1.7.2.4
<b>Other</b>	
Why don't non-Pueblos have a free attorney the way the Pueblos do?	
If so much imported water is coming in, why is my water allocation being reduced if I agree to the Settlement?	
Can you explain more about the Impairment Fund?	*** See also Aamodt Settlement Handbook FAQ "What happens if a non-Pueblo party's groundwater..." at page 2-12.

<b>County</b>	
Where is the service area going to be? If the County does not know yet, when and how will I find out?	
How many connections are needed for County Water Utility to succeed?	
<b>Connection Fund</b>	
Will the County pay to run the pipe to the house or the property line? Will it connect to my well?	The County will pay to run the water line to the house. The Utility will not be connecting to domestic wells. <i>See also</i> Aamodt Settlement Handbook FAQ "Will the water line..." at page 2-11.
How is the Connection Fund going to work?	If you agree to join the County Water Utility at this time, the Connection Fee Fund will pay for the connection when the County is ready to make the connection. If you do not agree to join the Utility before the Court enters the final decree, you will have to pay for a connection to the Utility if you change your mind later. If you object to the Settlement and the Court rules against you, you may not have access to the Fund.
What does the Connection Fund cover?	The Connection Fund covers running the pipe to the house, the meter, and the meter box.
What happens if the Connection Fund runs out of money, and I have not yet been connected?	You will not be required to connect if there are insufficient funds in the Connection Fund.
<b>Costs</b>	
How much will the County Water Utility water cost?	The current costs for water service from water utilities in the area are available in a chart on Commissioner Mayfield's Aamodt webpage. <a href="http://www.santafecountynm.gov/county_commissioners/daniel_mayfield/aamodt_outreach">http://www.santafecountynm.gov/county_commissioners/daniel_mayfield/aamodt_outreach</a> The chart shows the cost of water for various amounts (in 1,000 gallon increments) from a number of water utilities in the area. From this information you should be able to get an idea of how much Utility water will cost. It also has a guide to the number of gallons in various amounts of acre-feet. <i>See also</i> Aamodt Settlement Handbook FAQ "How much will it cost per month..." at page 2-11.
If I decide to connect later, what will be the cost?	
What is the cost of buying water rights for non-Pueblos who decide to connect?	No public entity tracks the sales of water rights in New Mexico. Information about pricing is shared by word-of-mouth. Pricing depends on the area of the state, demand for water rights,

	and state of the economy.
What is the value of the groundwater right that is transferred to the County?	
If I keep my well, do I have to pay the County?	No. You may use as much water for any purpose as you wish to pay for.
What kind of assistance is available to people who are living on fixed incomes like social security?	None.
<b>County Water Utility</b>	
Who will own and operate the County Water Utility?	The County will own and operate the Utility. <i>See also</i> Aamodt Settlement Handbook FAQ "Who will own..?" at page 2-10.
Who will be connected first if they sign up?	Connections that are within the County Water Utility service area will be connected as each of the seven phases of the Regional Water System are rolled out. Phase one is located just to the east of the Rio Grande in the El Rancho area.
I have lot which has access to a multi-household well, but does not yet have a house. If I do not use the well, will I be able to connect to the County Water Utility at Santa Fe Summit, or would the water have to come from the new water district and way up north?  If so, how long would that take?	SF County Utilities currently has no plans to extend the water lines beyond where they currently exist on Hyde Park Road. Also there are no plans to bring water into this area as part of the Utility. From what you describe, your lot is outside of the Utility service area.  Line extensions off existing infrastructure are handled through an application process with SFCU where the applicant must bear the cost of all line extensions/ infrastructure/connections, etc., and in this case it would, at a minimum include a master meter.
Who will I have to mail a check to for my water?	The County Utility will handle the billing and payments.
Why do I have to transfer my water right to the County if I connect to the County Water Utility?	The County has to have a water right for every household that it serves. It gets this right from you when you connect to the Utility. If you do not have a water right you will pay an acquisition fee so that the County can purchase one for your home. <i>See also</i> Aamodt Settlement Handbook FAQ "How much is a water rights acquisition fee?" at page 2-10.
If a Non-Pueblo has surface water rights, what is the value of the portion that can be transferred to the County?	
What amount of water is transferred to the County for each connection?	You will transfer .5 acre-foot per year or the entire water right from domestic uses created after 11/1956.
Have the logistics of connection to the new County	The County is working on these. Keep a watch

Water Utility been defined?	on Commissioner Mayfield's Aamodt website for more information as it develops. <a href="http://www.santafecountynm.gov/county_commissioners/daniel_mayfield/aamodt_outreach">http://www.santafecountynm.gov/county_commissioners/daniel_mayfield/aamodt_outreach</a>
If I join the County Water Utility, will my well be capped? Will everyone have to cap their wells including the Pueblos? Who will do that? How will it be done? Will the pumps be pulled? Will the well be made unusable?	The Settlement does not contemplate the capping of wells, but the NM Environment Department may have a different view. <i>See also</i> Aamodt Settlement Handbook FAQ "Do well owners have to plug..." at page 2-7.
If someone is using the same easement as me, and chooses to object, or keep their well, will that affect my getting access to the County Water Utility?	If you are located in the Utility service area, other people's choices will not affect your connection.
Will there be a limitation on water use if I connect to the County Water Utility? Can I water a garden?	No. You may use as much water for any purpose as you wish to pay for.
How many gallons average per day does .5 acre/feet translate to? .3 acre/feet? What is the average use per day in the County Utility?	.5 acre/foot = 446.4 gallons per day. .3 acre/foot = *** The average household use per day in County Utility is 185 gallons per day.
When will we know whether fire protection will be available from the Regional Water System?	
Will the Regional Water System provide water to people out of the Valley?	No.
<b>Water Availability</b>	
Is there a guarantee that under the Regional Water System there will always be water?	
I keep hearing about continued City of Santa Fe growth. Is the water situation able to support a growing Santa Fe population?	There will be no new uses in the Valley if the Court enters the decree. That means that if there is to be a new well use, the owner must find an existing water right to transfer into the well. In addition, water that originates in the Valley cannot be used outside of the Valley, including by the City of Santa Fe.
	The County of Santa Fe owns a portion of the rights associated with the Top of the World farm. It has sold some of the rights it originally held to the US for a part of the Pueblos' share of imported water.  These parties will submit the transfer application to the State Engineer in early summer 2014. Notice of the proposed transfer will be given and objections heard by the State Engineer's administrative law department hearing officer. The State Engineer will review the recommendation of the hearing officer and make a decision on whether to allow the transfer.
What is the status of the Top of the World rights?	



What happens if the transfer of Top of the World rights does not go through?	If the transfer is not approved, the County and the US will have to seek other water rights. If they are unable to find sufficient other existing rights that can be transferred to the Rio Grande diversion for the Project, the Settlement will fail.
<b>Other</b>	
What are the water quality issues in the Basin?	Uranium, fluoride, high Total Dissolved Solids (TDS or hard water), and nitrates are found in areas of the Basin.
Does the County have water quality maps I can look at? If so where can I see them?	
Can I get names & addresses of attendees to these meetings?	
How do the land use regulations play into the Settlement?	
How will the Settlement affect property values in the Valley? Can the County arrange meetings with the assessor to talk to the community about this issue?	The Settlement will *** <i>See also Aamodt Settlement Handbook FAQ "How will the Settlement affect the value of my property?" at page 2-3.</i>

County & OSE	
What happens if I connect to the County Water Utility and it can't deliver water? Can I use my well even if I transferred the water right to the County?	
I own two adjacent lots and paid a premium on the second lot so I can have horses. Do I have a water right for that horse lot even if they are not here yet? How will I be able to get one if I do not bring in the horses before the Basin is closed? What if I have the well, but no horses yet?	
I have a well on a property but have not yet build my house. How will this property be affected by the Settlement?	
	<p>You keep ownership of your well and the amount of water described in your water right Adjudication Order until it is time to connect to the County Water Utility. Only at that time will you transfer ownership of the water right to the County.</p> <p>If you elect to connect and the Utility never comes by, you can continue to use your historic beneficial use amount with no reduction. However if, even years from now, the Utility is available to your house, you or another owner are obligated to connect, the County will pay the connection, and the domestic water right will be transferred to the County.</p>
If I agree to connect and transfer my water rights, but the lines don't come to my house, do I keep my pre-agreement rights?	
If I am going to build a house after the Basin closes, the handout says that I have to "acquire the necessary water right". What does that mean? Don't I get this water right because I own a legal lot in Nambe? I have surface water rights and do not want to give them up.	You will need to purchase and transfer an existing water right in the Valley or possibly lease a right until the County Water Utility is available to your home.
If I agree to connect to the County Water Utility and my well fails before it gets to me, do I have to pay the \$1,000.00 to the County for a replacement well?	No.
What will that money be used for?	
Why should I pay into a Connection Fund if I will never connect to it?	
Is there help with this fee or can it be waived if I am on a fixed or limited income?	
Why can't the fee be charged to people who live inside the service area rather than those who live outside of it? It is supposed to be an incentive to connect, but I am not in the service area; I would never have the opportunity to connect.	

<b>Shared Wells</b>	
If the County and State Engineer cannot be clear about shared wells, would that be a basis for an objection?	
When will we know the specifics of how shared wells will be handled under the Settlement?	
How are shared wells handled in terms of signing up?	Each household can make its own choice and file its own objection or acceptance.
How will people find out?	
What if an owner of a shared well does not make an election?	
What if an owner of a shared well has not received notice of the choice because the State Engineer has only an address for the "owner of the well"?	
Will each family on a shared well receive the minimum of .5 acre-foot per year or will they have to divide the amount of historical use?	
If only one household connects to the County Water Utility, is only half the associated water right transferred to the county? Will the well connection of the household that is signing up for the County Water Utility be disabled?	
Assume 3 households on 3 separate tracts who share a single well and who have accepted the Settlement. How will water rights be apportioned in each of the 3 Settlement options if the well is (a) pre-basin, (b) pre-moratorium or (c) post-moratorium?	
With a shared well, will the County Water Utility take responsibility for pipes from the well to the individual well sharers?	
Will each household have to establish beneficial use?	
What happens if there is a well sharing agreement, but one of the lots mentioned does not have a house on it. Can the undeveloped lot have water for future development?	
Who gets notice when there is a shared well?	For adjudication purposes, whoever is identified in the State Engineer's records as the owner of the land where the well is located gets the notices.
If I have a well that is permitted for one household and there is more than 1 household using it, what do I do? What if it is a pre-basin well?	
If I have a one house well, can I let my son later build a house & connect to my well later?	



<b>OSE</b>	
<b>Water Master Rules</b>	<i>See also</i> Aamodt Settlement Handbook FAQ “Water Management” starting at page 2-11.
When will the Water Master Rules & Regulations be ready for review & when will they be completed? How will people know that they are ready for review?	
What will they cover?	
Are the Pueblos involved in the drafting of the rules? Why?	
How will over-diversions be handled? Will it be the same for Pueblos and non-Pueblos?	
Will forfeiture be a part of the water master rules?	*** <i>See also</i> Aamodt Settlement Handbook FAQ “How will the Settlement affect forfeiture...?” at page 2-13.
Will the rules be applied to Chupadero & Tano? If yes, when?	
Is the State Engineer as Water Master a permanent or interim appointment?	It is a permanent appointment. <i>See also</i> Aamodt Settlement Handbook FAQ “Who will be the Water Master...?” at page 2-11.
How are lot splits handled?	
I am completing my landscaping and want to install a small water feature to attract birds and an outdoor hot tub. Will I be allowed to do this under the Settlement?	
If I join the Settlement and keep my well, agree to a reduced amount, would I be penalized if I go over my HBU, but stay under 0.5 acre-foot per year?	
What does it mean if the Basin is closed?	When a basin closes, the State Engineer will permit no more new uses. If a new property or use is to be developed, the owner will have to acquire an existing valid water right and apply to transfer it to the new use. <i>See also</i> Aamodt Settlement Handbook FAQ “Once the court enters....?” at page 2-7 & “How will new homes and businesses...?” at page 2-8.
When will the Basin close to new uses?	The Pojoaque Basin will close when the Court enters the Final Decree and adopts the Settlement Agreement.
<b>Priority Calls</b>	
Will a priority call apply to just groundwater or just surface?	
If there is a priority call, how will it work with groundwater & surface water rights?	
Is it the same if I do not join the settlement?	
How will Regional Water System water be handled in a priority call?	



<b>Irrigation Water</b>	
Does the Settlement say that the Pueblos will make priority calls for their existing water rights, but not for future rights, so long as the non-Pueblo rights are being used? If that is the case, how is that different than what is in place today?	*** See also Aamodt Settlement Handbook FAQ "Under the Settlement, is irrigation water....?" at page 2-12.
Do I lose my water rights if I do not use my acequia water for 5 years?	No, you lose priority protection from Pueblo uses in times of shortage. If such an owner does not use the irrigation water for 5 years, unexcused, the owner will lose this priority protection and will be subject to a priority call if the Pueblos do not get any part of their water rights.
If there is no water available, will that count towards 5 years of no water use?	No.
Will use from the irrigation well count in determining 5 years of non-use?	
Will water banking help preserve my priority protection?	See also Aamodt Settlement Handbook FAQ "How will the Settlement affect my water rights...?" at page 2-13.
<b>Domestic Wells</b>	
I see a note that says uses over 0.5 acre-foot per year are subject to priority call. But I thought that the Pueblos had agreed not to do priority calls as part of the agreement?	
Re Section 3.1.7.4.2.3. Wells exempted from the Court's January 13, 1983 Order because the well user, or the well user's predecessor, entered into the Post-1982 Well Agreement: 0.7 acre-foot per year or historic beneficial use, whichever is less. Use in excess of 0.5 acre-foot per year is subject to enforcement and administration of priorities. How can they reduce my water from .7 to .5 if we have already agreed to .7?	
If I used more than my HBU, but less than .5 acre-foot per year, will that be a problem during a priority call?	
If I have a post-moratorium well and I accept the Settlement, can I start using water outdoors before the Settlement is approved?	No.
<b>Water Rights</b>	
Will I ever run the risk of losing my water rights?	<p>Loss of a water right can occur after several years of non-use. Under the Settlement ****</p> <p>In the event of shortage, you may be required to <i>curtail</i>, that is reduce, your use for a period of time, but you will be allowed to resume the full amount of your use once the crisis has</p>

	passed.
What is Historic Beneficial Use (HBU)? What is the difference between HBU and Beneficial Use?	Beneficial Use is the use of water humans for any purpose which benefits are derived, such as domestic, municipal, irrigation, livestock, industrial, power development, and recreation. Under the New Mexico constitution, beneficial use is the basis, the measure, and the limit of the right to use water; therefore, beneficial use of public water diverted or impounded by manmade works is an essential element in the development of a water right. Historic Beneficial Use is the amount of water used in such cases, over time. <a href="http://www.ose.state.nm.us/water_info_glossary.html">http://www.ose.state.nm.us/water_info_glossary.html</a> Click on "B" for beneficial use.
When will HBU be identified?	
How is HBU calculated if there is no meter?	You can request that the State Engineer's Water Rights staff come take a look at your situation. They have standards that they use, based on what people have used in the past for gardens and livestock and other uses to estimate HBU, but of course metered readings will be more accurate.
What is the time period used to make a HBU determination?	
Do we have until Settlement is adopted to show beneficial use?	
Do the Adjudication Orders identify the HBU?	The adjudication documents identify the maximum amount of water that a well owner can use, rather than HBU.
Why is there a difference between amounts for HBU, a permit, the Settlement, and an adjudication order?	
How do I change the ownership of my water right with the State Engineer? How do I update the State Engineer records?	Updating ownership is important so that the State Engineer and Court can get important documents to you. The form wr-02d & fee (\$2) to update the ownership of your well can be found at <a href="http://www.ose.state.nm.us/water_info_rights_apps_forms.html">http://www.ose.state.nm.us/water_info_rights_apps_forms.html</a> You need to get deeds that show the trail from the owner which the State Engineer knows about to yourself. The deeds must be notarized and in triplicate.  Then take these documents to the State

	<p>Engineer Water Rights Division in the Bataan Building, room 102 (corner of the building nearest to the Roundhouse on Don Gaspar &amp; South Capitol). You may need to call ahead and make an appointment.</p> <p>For other updates, call the Water Rights Division for instructions (505) 827-6120.</p>
Do I need to change my address with the State Engineer? If so how?	Yes. Updating your address is important so that the State Engineer and Court can get important documents to you. Call the Water Rights Division for instructions: (505) 827-6120.
Do I have a water right if I have a well, but have not built my house yet?	No. Water rights are created through beneficial use. Any water use from a well drilled after 1982 would have to be indoors only. If you have no house, you cannot use water indoors and therefore have not developed a water right.
<b>Surface / Irrigation Water</b>	
What's the difference between surface water and groundwater?	All wells contain groundwater which comes out of aquifers; surface water comes out of streams, ditches, and ponds.
Are irrigation rights, whether in a ditch or in a well, affected by the Settlement?	Yes.
Do I give up irrigation rights if I accept the Settlement?	No.
How are supplemental irrigation wells handled under the Settlement Agreement?	
Does the transfer of a groundwater right to the County affect the value of the surface water right?	
Were the Nambe Reservoir waters reallocated between Pueblos and the Non-Pueblos? Why?	Yes. The allocations were adjusted through the Settlement to reflect actual irrigated acreage of the Pueblos and non-Pueblos. <i>See also</i> Aamodt Settlement Handbook FAQ "Currently, Nambe Dam waters..." at page 2-12.
Section 5.1.3 of the Settlement Agreement references a consumptive use number of 1.84 acre-foot per year. Is this new?	When a water right is transferred to a new place or purpose of use, only that portion of the right that is consumed can be moved. The rest is water needed to move water around and is a part of the natural system. It remains in the natural system to keep it whole. For irrigation in this Valley, the amount that is consumptively used by plants and can be therefore moved is 1.84 acre feet per year. Here is a link to the State Engineer's glossary

	<p>page which may be helpful:  <a href="http://www.ose.state.nm.us/water_info_glossary.html">http://www.ose.state.nm.us/water_info_glossary.html</a></p> <p>Related terms on that page include “consumptive irrigation requirement,” “farm delivery requirement,” and “project delivery requirement.” For more information you can talk to Water Rights people at 505-827-6120.</p>
Are existing surface rights impacted negatively by the Settlement?	
Can I move a surface right into my well so I can irrigate with groundwater when I don’t get acequia water? How?	<p>Yes, you must first get a letter of permission from the acequia commissioners. Then you must prepare a transfer application and submit it along with the letter to the Water Rights Division of the State Engineer. (Mail?) More ***</p>
Please explain water banking in more detail.	
<b>Domestic Wells</b>	
When did the moratorium go into effect?	The moratorium became effective on 1-17-1983 when the Court entered its order.
Does a domestic pre-moratorium well have to be adjudicated to be part of the Settlement?	Yes.
If so, why is the State Engineer adjudicating at a lower amount than the original permit allows?	A permit is only permission to develop a water right - it does not create a water right. Water rights are created through beneficial use. The amounts for domestic use offered by the State are based on averages in the Valley. At the time of adjudication each claimant had an opportunity to show the State Engineer that a greater amount of water was used.
If I am in the Tesuque Mutual Domestic Water System and have a private well for irrigation, can I keep the well?	Yes, subject to the limitations found in Settlement Section. *
What is a pre-basin well? What is a 72-12-1 well? (pre-moratorium well)	<p>These wells were drilled before 11/29/1956. These wells were drilled after 11/1956 and before 1-17-1983.</p> <p>See the Aamodt Settlement Handbook, page 3-2.  <a href="http://www.santafecountynm.gov/county_commissioners/daniel_mayfield/aamodt_outreach">http://www.santafecountynm.gov/county_commissioners/daniel_mayfield/aamodt_outreach</a></p>
If I have a post-1982 well, and I accept the Settlement, can I use water outside?	Accepting the Settlement allows you to use water inside and outside. The amount depends on when your well was drilled and whether you or a previous owner agreed to the 1999 well Settlement. Find out when the year your



	well was drilled and then look at p. 3-2 of the Aamodt Settlement Handbook to see your choices and the associated amounts of water. <a href="http://www.santafecountynm.gov/county_commissioners/daniel_mayfield/aamodt_outreach">http://www.santafecountynm.gov/county_commissioners/daniel_mayfield/aamodt_outreach</a> See also Aamodt Settlement Handbook FAQ "If a domestic water right owner accepts..." at page 2-7.
Do pre-basin wells have irrigation rights as well?	They may. You need to check with the State Engineer Water Rights Division (505-827-6120)
Will every well be adjudicated regardless of age, classification, or domestic well election?	Yes.
<b>New Wells</b>	See also Aamodt Settlement Handbook FAQ "Once the Court enters..." at page 2-7 and "How will new homes and businesses....?" At page 2-8
What happens if I have a well but have not built a house yet?	Before the Settlement is adopted: If the Settlement is adopted:
What happens if I have a permit but have not drilled a well yet?	
<b>Replacement Wells</b>	See also Aamodt Settlement Handbook FAQ "What happens if an existing well fails?" at page 2-8.
If I object, what happens if my well goes dry?	
If I accept and agree to connect, what happens if my well goes dry ?	
if I accept and keep my well, what happens if my well goes dry ?	
If I drill a replacement well, do I get to keep the same priority and amount as I had in the old well?	No.
Why did my well number change when I drilled a new well?	
It looks like my well got a new number when I drilled a replacement for a pre-moratorium well and I got a post moratorium priority date in the adjudication. What do I do?	
What happens if I change the purpose of use?	
I have a pre-basin well. If I need to re-drill my well, what are the consequences for my water rights: (a) BEFORE the Court adopts the Settlement, and (b) AFTER the Court adopts the Settlement?	
<b>Meters</b>	See also Aamodt Settlement Handbook FAQ "Will wells be metered?" at page 2-7.

Does someone who agrees to connect have to put a meter on their well?	
Who pays for installing meters on wells?	The homeowner pays for the meter, and its installation on the well.
How much do well meters cost?	
Is there financial help for low income people or people on fixed incomes?	At this time, there is no financial assistance for low income people for the purchase and installation of a meter on a well.
What are the specs for the well meters?	
If I have a meter on my well, can I use that one for the County Water Utility?	
If yes, can I be reimbursed for the cost of the well meter?	
Will irrigation and other non-domestic wells have to be metered?	Yes.
Will pre-basin wells have to be metered?	Yes.
If there are domestic and irrigation rights in a single well, will they have to be separately metered?	
The State Engineer has not fulfilled its duty to report meter readings for post-1982 Settlement agreement for the past several years. How can I rely on the State Engineer to report water uses of the Pueblos and non-Pueblos?	
If the Settlement fails, will non-Pueblo wells have to be metered?	Yes.
Will Pueblo wells be metered?	Yes, if the Court adopts the Settlement, the Pueblo wells will be metered and monitored. No, if the Court does not adopt the Settlement.
Are surface water rights metered?	Yes. Acequias are metered where they divert water from the stream.
<b>Funding</b>	
Has the state money been appropriated?	Some of the State's cost-share has been appropriated. <i>See also</i> Aamodt Settlement Handbook FAQ, "What has to be done by September 15, 2017?" at page 2-4.
When does it need to be appropriated?	
Will the Settlement fail if the state does not appropriate the money?	Yes.



<b>Bureau of Reclamation</b>	
<b>EIS</b>	
When will the Draft EIS be ready for community review? How will I find out?	The Draft EIS is expected to be ready for public review in late 2015 or early 2016. Notice of the review period will be announced ****
What companies are doing the EIS surveys?	Surveying Services is doing the *** Precision Surveys is doing the ***
How far off the pipeline are the surveys being done?	Reclamation's contractors are conducting surveys 100 feet to either side of the proposed pipeline and other components of the Regional Water System.
<b>Funding</b>	
Has the federal money been appropriated?	
If the money is not appropriated, will the Settlement fail?	Yes. <i>See also</i> Aamodt Settlement Handbook FAQ "What has to be done by September 15, 2017?" at page 2-4.
<b>Easements</b>	
How will easements over Pueblo land be handled?	Under the Settlement, the Pueblos are donating the easements to the Regional Water System. <i>See also</i> Aamodt Settlement Handbook FAQ, "If more rights-of-way are required..." at page 2-10.
Will I be compensated if there is an easement on my land?	Yes, there will be fair market value compensation to private landowners for access to their property.
Is there more than one kind of easement?	There is a construction easement – Reclamation will need to use land for the time it is in construction of the Regional Water System.  There is also a permanent easement that will allow the water system to cross private lands.
Who will own the easements?	The Regional Water System will own the easements.
<b>Regional Water System</b>	
What's the difference between the water distribution line and the water transmission line?	
Is there a possibility of well contamination with water Regional Water System?	
Is the Regional Water System, as planned, large enough to accommodate future uses?	Yes, up to certain limits. The Regional Water System is being designed to move 4,000 acre feet of water per year – 2,500 for the Pueblos' water systems and 1,500 for the County Water Utility.

Assuming everyone (Pueblos & Non-Pueblos) uses no more than the allocated amounts given to them how long would 4,000 ac/ft of water last?	
What kind of back-up is being planned for the Regional Water System?	The original plan for Aquifer/Storage/Recovery (ASR) wells in the Aamodt region is currently being reconsidered. The first 1,500-foot test well that was drilled was not viable because the water quality of the aquifer proved to be incompatible with the potable river water. Therefore back-up supply options for the Regional Water System are still being analyzed. The back-up system is part of Reclamations EIS analysis and will allow the public to provide comments through that process.
If the back-up system involves large groundwater wells, how much will they pump and will they be allowed to draw down the general Santa Fe basin aquifer?	
Where will the system go?	You can see maps of the Regional Water System at the website of the Environmental Impact Survey contractor for the Bureau of Reclamation <a href="https://sites.google.com/site/pbwatereis/about-the-regional-water-system/google-earth-maps">https://sites.google.com/site/pbwatereis/about-the-regional-water-system/google-earth-maps</a> See also Aamodt Settlement Handbook FAQ, "Where will the Regional Water System be built?" at page 2-10.
Will domestic wells dry up or otherwise be affected by the back-up well system?	
If acequia culverts or other property is damaged, will they be replaced or repaired at no cost to the owner?	
Will construction interfere with irrigation?	
Will land be condemned for the pipeline and treatment plant?	
Is solar being considered for powering the system? How likely is it that solar will be used?	
<b>Other</b>	
What aquifer is to be recharged?	
Where will the water come from & how will its diversion affect downstream users?	

<b>Pueblos</b>	
How is the sovereign nation status being handled? Can the Pueblos derail the Settlement /Regional Water System by claiming sovereignty?	
Can the Pueblos impose fees on the County Water Utility through sovereignty like they did with Jemez Electrical Coop?	
Do the Pueblos have to give up their water rights to the Regional Water System like non-Pueblos have to?	
Can the Pueblos change their minds about donating the land and charge the County Water Utility for access?	
Are the Pueblos today using more than their share as described by the proposed decree?	
I have recently heard wells being drilled in the dead of night behind my house on Pueblo land. How will you know that they are not using more than they are decreed?	
How much of my federal dollars are going to each Pueblo for this project?	
Is there any language in the Settlement about using water on golf courses or for any decorative uses, and are any of the Pueblos going to be required to put in a treatment facility (Tertiary).	No.
Will the Pueblos be limited to the amount of water in the Decree? Will they be allowed to get more water in the future?	
How will the Pueblos future uses right be managed?	

Facilitator	
Is Darcy an advocate for the Settlement? Or an independent speaker and representative? If she is a mediator, then why when people call for your helpline, are they being persuaded to accept?	I served as the facilitator for these meetings, not as a mediator or an advocate. I described the terms of the Settlement and the Court process neutrally so that people can make their own educated choice. I provide other non-legal information as it is brought up. I cannot give people legal advice.
Who is paying for her services?	I am working under a contract with the County of Santa Fe. I tried to announce this in my opening remarks at each session.
Why were the tribal leaders allowed to talk about the situation at the community meeting but not non-Pueblos?	<p>This is the settlement of the Pueblos' water rights and they asked to speak at the Tesuque community meeting. It was the only time they spoke in a meeting. Non-Pueblos had the opportunity to submit questions in writing at the 2 large meetings. There were so many people present that more questions could be answered if they were read aloud and the settling parties answered.</p> <p>Non-Pueblos got to ask questions and make statements in the smaller meetings so that all attending would have a chance to have their questions answered.</p>
If you were a landowner with water rights what would YOU do?	Since the answer to this question would depend on my personal circumstances in the Valley and since I do not live there, I do not know.



# SANTA FE COUNTY

Capital Project Status Update As of 6/11/2014 8:10:02 AM)

PW Project Nbr	Project Name	Nature of Procurement	% Comp	District	Project Budget	Current Contract Amount	Estimated Start Date	Estimated Completion Date	Project Manager
1	Repair and replace recreation doors and cement on yard floors	Design	15	1 2 3 4 5	\$60,000.00		6/30/2014		Joseph Martinez
2	Replace Sallyport Gate at YDP	Construction	10	1 2 3 4 5	\$40,000.00	\$29,652.04	5/30/2014	6/10/2014	Joseph Martinez
3	Design CR62/Caja del Oro Waterline Extension	Design	30	2	\$212,636.00	\$23,563.20	7/16/2013	9/30/2014	Scott W. Rivers
4	Upgrade interior light fixtures, exterior wall packs, light pole and LED fixture head	Construction	93	3	\$360,435.00	\$335,875.00	4/7/2014		Joseph Martinez
5	Replace and Repair Brick Retaining Wall at ADF			1 2 3 4 5	\$30,000.00		5/7/2014		
6	Repair hot and cold plumbing at YDF			1 2 3 4 5	\$50,000.00		5/7/2014		
7	Upgrade Eldorado Transfer Station Up Grades			5	\$90,000.00				
8 0131	Construct Playground at Cundiyo	Construction	5	1	\$25,000.00	\$12,217.11	3/3/2014	4/15/2014	David Padilla
9 0132	Perform design on all weather crossing for Pinon Hills Subdivision in SFC Preliminary Programming Study - Animal Control Facility	Design	0	2	\$50,000.00		7/7/2014	1/30/2015	Chuck Vigil
10 0134		Plan	10	1,2,3,4,5	\$10,000.00	\$7,500.00	4/23/2014	5/26/2014	Joseph Martinez
11 0150	Public Safety Complex Upgrade Design	Design	10	1 2 3 4 5	\$200,000.00	\$17,334.00	1/30/2014	7/31/2014	Paul Olafson
12 0732	Romero Park	Design	60	2	\$175,000.00	\$163,351.00	5/17/2013	3/31/2015	Colleen Baker
13 0736	Pojoaque Sports Fields	Design	15	1	\$1,785,000.00	\$83,169.00	1/28/2014	7/24/2015	Colleen Baker
14 0739	Vista Grande Library Addition / Construction	Construction	95	5	\$1,050,000.00	\$833,808.48	9/20/2013	5/16/2014	Ron Sandoval
15 0751	Oscar Huber Grandstand Phase II	Construction	10	3	\$332,000.00	\$287,814.38	2/5/2014	10/31/2014	David Padilla
16 0753	Construct Addition to Ken & Patty Adam Senior Center	Construction	5	5	\$1,275,531.00		7/15/2014	5/8/2015	Ron Sandoval
17 0789	Cundiyo Parking Lot	Design	95	1	\$8,557.63	\$8,557.63	2/18/2013	12/26/2014	Chuck Vigil
18 0798	Design Old Santa Fe Trail Multimodal	Design	98	4	\$264,692.00	\$252,011.10	3/5/2013	8/29/2014	Chuck Vigil
19 0834	Design Hondo Fire Station #1 Addition	Design	60	4	\$325,348.00	\$31,022.04	2/10/2014	5/30/2014	Ron Sandoval
20 1449	TL6S Water Transmission Line	Design	45	4 5	\$333,080.30	\$333,080.30	2/17/2012	12/5/2014	Scott W. Rivers
21 1457	Design La Cienega Water Line Improvements	Design	29	3	\$300,000.00	\$51,360.00	1/8/2014	6/20/2014	Paul Olafson
22 1465	Construct Glorieta MBWCA Water System Improvements	Construction	27	4	\$424,759.00	\$551,630.00	2/28/2014	7/7/2014	Paul Olafson
23 1472	Rio Quemado Watershed Restoration Purchase and Install Quill Plant Utilities	Construction	57	1	\$306,000.00	\$96,681.75	5/8/2013	11/30/2014	Colleen Baker
24 1473	Office Quill Water Reclamation Plant -	Acquisition	50	1 2 3 4 5	\$75,000.00	\$51,969.60	3/31/2014	6/30/2014	Scott W. Rivers
25 1473	Treatment Improvements	Construction	10	5	\$500,000.00	\$85,000.00	1/1/2014	10/31/2014	Scott W. Rivers
26 1474	Old Santa Fe Trail Water Line	Design	92	4	\$190,000.00	\$167,154.00	2/15/2013	10/24/2014	Chuck Vigil
27 1474	Design Lamy Junction Water Transmission Line	Design	39	4 5	\$411,368.96	\$411,368.96	5/4/2012	12/5/2014	Scott W. Rivers



28	1486	Design & Construction of Las Laquillas Waste Water System	Other	25	3	\$150,000.00	\$98,965.00	2/19/2014	5/30/2014	Paul Olafson
29	1760	Renovate shower resurfacing at Adult Detention Facility	Construction	90	1, 2, 3, 4, 5	\$307,160.00	\$287,066.00	2/10/2014	5/30/2014	Joseph Martinez
30	1860	Upgrade server rooms at Adult Detention Facility and Youth Development Program	Design	100	1, 2, 3, 4, 5	\$363,000.00	\$54,834.83	3/5/2014	3/14/2014	Joseph Martinez
31	1860	Upgrade Perimeter & Interior Lighting at Adult Detention Facility, Upgrade Perimeter Lighting at Youth Development Program	Construction	95	1, 2, 3, 4, 5	\$387,305.86	\$335,875.00	1/20/2014	5/9/2014	Joseph Martinez
32	1870	Youth Development Center Perimeter Lighting	Construction	99	1, 2, 3, 4, 5	\$200,000.00	\$335,875.00	8/5/2013	5/9/2014	Joseph Martinez
33	1870	Upgrade Security Cameras At Adult Detention Facility, Upgrade Control Panel At Youth Development Program.	Construction	15	1, 2, 3, 4, 5	\$310,000.00		6/30/2014	12/31/2014	Joseph Martinez
34	2219	Renovate Old Judicial Courthouse Redevelopment	Design	0	1, 2, 3, 4, 5	\$475,000.00		6/2/2014	2/27/2015	Paul Olafson
35	6167	CR 54 Los Pinos Road All Weather Structure Design	Design	99	3	\$95,000.00	\$79,411.76	8/12/2013	12/26/2014	Chuck Vigil
36	6181	NE-SE Connectors Location Study	Plan	60	5	\$500,000.00	\$420,000.00	2/4/2013	3/13/2015	Chuck Vigil
37	6182	CR 55A General Goowin Rd Design Upgrade	Design	50	3	\$100,000.00	\$30,357.55	9/23/2013	9/26/2014	Chuck Vigil
38	6183	Torcido Loop - Design/Archaeological Survey	Design	20	3	\$48,683.69	\$48,683.69	7/18/2013	9/26/2014	Chuck Vigil
39	6184	Herrada Road Paving and Drainage Construction	Construction	100	5	\$874,000.00		7/14/2014	10/30/2014	Chuck Vigil
40	6196	Upgrade County Road 26 - Simmons Road	Construction	0	3	\$460,000.00	\$447,513.66	8/30/2013	9/16/2013	David Padilla
41	6197	Vista Rondonia Drainage and Road Paving Design	Design	60	1	\$120,000.00	\$90,590.78	12/16/2013	6/27/2014	Chuck Vigil
42	6198	Programming for Drainage and Roadway Improvements on County Road 89.	Design	25	1	\$55,000.00	\$26,970.77	2/12/2014	6/30/2014	Scott W. Rivers
43	6199	Programming for Drainage and Roadway Improvements on County Road 89 C	Design	5	1	\$35,000.00	\$17,980.52	2/12/2014	6/30/2014	Scott W. Rivers
44	6202	Design drainage and roadway improvements on County Road 84 D	Design	20	1	\$80,000.00	\$39,526.54	5/21/2014	12/25/2014	Chuck Vigil
45	6203	Design and construct drainage and pavement improvements for County Road 105	Design	5	1	\$400,000.00		2/26/2014	9/30/2014	Chuck Vigil
46	6204	Design and construct drainage and pavement improvements for County Road 109 S	Design	5	1	\$260,000.00		2/26/2014	9/30/2014	Chuck Vigil
47	6205	Construct Pavement improvements for bike lanes on County Road 89 D	Construction	10	1	\$170,000.00		4/16/2014	8/1/2014	Chuck Vigil
48	6208	Public Works Programming & Master Plan	Plan	10	1, 2, 3, 4, 5	\$25,000.00	\$18,932.81	2/28/2014	6/30/2014	Paul Olafson
49	7006	La Bajada Ranch Planning, Programming, & Design	Plan	10	3	\$120,000.00		9/28/2012	3/29/2015	Mark Hogan





50	7120	Santa Fe River Greenway: Wayside Exhibit Planning, Design, Fabrication	Other	80	2		\$84,841.50	\$76,398.38	7/1/2012	9/30/2015	Colleen Baker
51	7121	Stanley Wellness Center Phase 1 Design and Construct Stanley Community Wellness Center Phase 2	Construction	98	3		\$490,000.00	\$180,963.00	5/7/2013	5/9/2014	David Padilla
52	7121		Design	10	3		\$50,000.00	\$59,503.13	9/2/2013	6/30/2014	David Padilla
53	7122	Highway 14 Senior/Community Center	Acquisition	10	3		\$350,000.00		11/5/2012	5/1/2014	Agnes Leyba-Cruz
54	7124	Admin Building Computer & Communications Room	Construction	0	1 2 3 4 5		\$275,000.00	\$52,285.73	3/31/2014	7/31/2014	Paul Olafson
55	7701	Arroyo Hondo Trail	Design	20	5		\$470,572.00	\$442,524.00	12/13/2012	12/31/2014	Colleen Baker
56	7706	Mt. Chalcihuitl	Acquisition	40	3		\$988,499.00	\$52,859.35	8/1/2012	9/30/2014	Colleen Baker
57	7707	Santa Fe Rail Trail	Construction	9	4, 5		\$1,578,212.00		7/1/2014	1/31/2015	Colleen Baker, Scott W. Rivers
58	7708	Santa Fe River Greenway Engineering Design Services	Design	88	2		\$412,725.85	\$340,633.57	10/3/2012	12/31/2014	Scott Kaseman
59	7708	Santa Fe River Greenway Acquisition	Acquisition	20	2		\$1,814,850.60	\$531,756.83	10/9/2012	11/1/2014	Scott Kaseman
60	7708	Santa Fe River Greenway: Frenchy's Field to Siler Rd.	Archaeology	100	2		\$59,406.47	\$59,406.47	3/1/2009	12/31/2013	Scott Kaseman
61	7711	Thornton Ranch Open Space	Plan	11	3		\$200,000.00	\$144,523.62	3/3/2014	3/6/2015	Colleen Baker
62	7723	Namba Community Center, Park and Head Start Site Improvements	Construction	60	1		\$354,065.00	\$333,310.76	2/27/2014	7/7/2014	Colleen Baker, David Padilla
63	7725	Construct Playground Equipment at El Rancho Community Center	Construction	5	1		\$45,000.00	\$18,573.43	4/24/2014	4/15/2014	David Padilla
64	7732	Agua Fria Monument Signs	Construction	11	2		\$83,846.00	\$72,543.01	4/21/2014	9/30/2014	Colleen Baker
65	8008	La Cienega Fire Station No. 2 Apparatus bay expansion and Library remodel.	Construction	20	3		\$494,091.00	\$31,590.75	3/24/2014	9/30/2014	Ron Sandoval
66	8009	Glorieta Fire Station #2 - New Construction	Design	10	4		\$50,000.00	\$72,240.00	5/16/2014	9/30/2014	Ron Sandoval
67	8010	Pojoaque Fire Station - Interior Remodel Volunteer Side	Design	20	1		\$181,470.00	\$22,204.75	3/24/2014	6/30/2014	Ron Sandoval
68	9692	CR67F La Barbara Drainage and Road Paving Design	Design	35	4		\$100,000.00	\$16,197.08	12/16/2013	6/27/2014	Chuck Vigit







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Commissioner, District 1

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Commissioner, District 3




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Commissioner, District 4

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Commissioner, District 5

**Katherine Miller**  
County Manager

## **MEMORANDUM**

**To:** Board of County Commissioners

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

**Date:** June 12, 2014

**Re:** HR Monthly Report May 2014

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### **Issue:**

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

### **Background:**

The purpose of this memo is to provide you with information relative to various HR functions and statistics for the month of May 2014. Throughout the month of May, HR coordinated/ conducted twenty-four training sessions. Two-hundred sixty-eight employees attended these training sessions. HR is currently planning for a few of major events relative to HR and our employees. The first event is our Health and Wellness Fitness Challenge. We are working on a program to encourage healthy lifestyles for our employees which increases morale and productivity. As an added initiative, we will be working with the City of Santa Fe on a friendly competition between County and City employees. As the program evolves, HR will keep the Board of County Commissioners apprised. We are very excited about this great initiative!

The other major event we are planning for is the Employee Picnic and Health and Wellness Fair. This is scheduled for July 18, 2014 and is anticipated to be a wonderful event for employees. Lastly, we are planning for two major events that assist us in our recruitment efforts. We will be conducting our third annual Public Safety Day to provide members of the public the opportunity to learn about public safety careers within Santa Fe County and to take practice tests to help them prepare for the actual test. This is anticipated to be held in August. Lastly, we will be participating in National Night Out. This is a community event designed to heighten crime and drug prevention awareness, generate support for and participation in local anticrime programs and strengthen community efforts. This is another great opportunity for us to visit with our community and provide them with information about career opportunities they may have with Santa Fe County.

# SAN JUAN COUNTY HR STATISTICS FOR THE MONTH OF MAY 2014

Department	Division	Regular Employees	Part Time Employees	Full Time Employees	Elected/Officials	Temporary Employees	Vacancies	Total Positions	New Hires/Re-employments	Resignations	Retirements	End of term/temp status	Terminations	Total separations
MANAGER'S OFFICE	01-COUNTY MANAGER ADMINIS.	8	8	8				8						
	02-COMMISSION	5		5	5			5						
	15-HUMAN RESOURCES	10		10			1	11						
	21-FINANCE	22		22			1	23						
CMO TOTAL		45		45	5		2	47						
	01-LEGAL ADMINISTRATION	7		7			1	8	1					
LEGAL TOTAL		7		7			1	8	1					
ADMINISTRATIVE SERVICE DEPARTMENT	00-ADMINISTRATION	3		3				3						
	02-INFORMATION TECHNOLOGY	13		13			1	14						
	12-PURCHASING	7		7				7						
	16-MAIL ROOM	1		1				1						
	17-RISK MANAGEMENT	3		3				3						
ASD TOTAL		27		27			1	28						
COMMUNITY SERVICES DEPARTMENT	01-ADMINISTRATION	3		3				3						
	20-INDIGENT HOSPITAL FUND	3		3				3						
	21-EMS-HEALTH CARE	3		3				3						
	74-MOBILE HEALTH FAIR VAN	4	2	2			1	5						
TOTAL		13	2	11	0	0	1	14	0	0	0	0	0	0
	04-DWI LOCAL	7		7			1	8						



Department	Division	Regular Employees	Part Time Employees	Full Time Employees	Elected/Officials	Temporary Employees	Vacancies	Total Positions	New Hires/Re-employments	Resignations	Retirements	End of term/temp status	Terminations	Total separations
TOTAL		7	0	7	0	0	1	8	0	0	0	0	0	0
	09-DWI TEEN COURT	3		3				3						
TOTAL		3	0	3	0	0	0	3	0	0	0	0	0	0
	89-SENIOR PROGRAMS - ADMIN.	10		10			2	12						
	90-SR SVCS-CONGREGATE MEALS	8	1	7			1	9						
	92-SR SVCS - HOME DELIVERED	3	1	2				3	1					
	93-SR SVCS - TRANSPORTATION	4		4		1		4						
TOTAL		25	2	23	0	1	3	28	1	0	0	0	0	0
	01-POJOAQUE SATELLITE OFFICE					1								
	02-EDGEWOOD SATELLITE OFFICE					1								
TOTAL						2								
		48	4	44	0	3	5	53	1	0	0	0	0	0
HOUSING	30-ADMINISTRATION	11		11			1	12						
	49-HOUSING SECTION 8 VOUCHER	2		2				2						
	82-HOUSING CFP - 2012	1		1				1						
HOUSING TOTAL		14		14			1	15						
GROWTH MANAGEMENT DEPARTMENT														
	01-LAND USE ADMINISTRATION	4		4				4						
	02-PLANNING	6		6			1	7						
	14-GIS	8		8			1	9						

# SANTA FE COUNTY HR STATISTICS FOR THE MONTH OF MAY 2014

Department	Division	Regular Employees	Part Time Employees	Full Time Employees	Elected/Officials	Temporary Employees	Vacancies	Total Positions	New Hires/Re-employments	Resignations	Retirements	End of term/temp status	Terminations	Total separations
	15-AFFORDABLE HOUSING-COUNTY	2		2				2						
	16-BUILDING & DEVELOPMENT	15		15				15						
<b>GMD TOTAL</b>		<b>35</b>		<b>35</b>			<b>2</b>	<b>37</b>						
PUBLIC WORKS DEPARTMENT	00-OFFICE OF THE DIRECTORS	5		5				5						
	01-PUBLIC WORKS ADMIN.	10		10			1	11						
	02-FLEET SERVICE	7		7		1	2	9						
	03-TRAFFIC ENGINEERING	7		7			1	8						
	05-SOLID WASTE	21	1	20		1		21						
	11-ROAD MAINTENANCE	37		37			2	39						
<b>TOTAL</b>		<b>87</b>	<b>1</b>	<b>86</b>		<b>2</b>	<b>6</b>	<b>93</b>						
	02-PROPERTY CONTROL	10		10			5	15						
	03-BUILDING SERVICES	16	1	15			2	18	2					
	18-PROJECT DEVELOPMENT DIV	8		8			2	10						
	26-OPEN SPACE	3		3			2	5						
<b>TOTAL</b>		<b>37</b>	<b>1</b>	<b>36</b>			<b>11</b>	<b>48</b>	<b>2</b>					
	08-SANTA FE RIVER GREENWAY	1		1				1						
<b>TOTAL</b>		<b>1</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
	10-WATER	17		17		1	2	19						
	15-AAMODT						1	1						



Department	Division	Regular Employees	Part Time Employees	Full Time Employees	Elected/Officials	Temporary Employees	Vacancies	Total Positions	New Hires/Re-employs	Resignations	Retirements	End of term/temp status	Terminations	Total separations
	20-WASTEWATER						1	1						
<b>TOTAL</b>		17		17		1	4	21						
<b>PWD TOTAL</b>		142	2	140	0	3	21	163	2	0	0	0	0	0
<b>PUBLIC SAFETY DEPARTMENT</b>	01-FIRE ADMINISTRATION	26		26			3	29						
	09-FOREST RESTORATION	3	1	2				3						
	11-FIRE REGIONS	70		70			3	73		1				1
	14-FEMA GRANT	1		1				1						
	78-2014 YCC GRANT					10								
<b>TOTAL</b>		100	1	99		10	6	106		1				1
	01-ADMINISTRATION	8	1	7			2	10						
	60-ADULT FACILITY	126		126			30	156	4				1	1
	62-MAINTENANCE DIVISION	6		6			1	7						
	63-MEDICAL SERVICES	23		23			7	30						
	65-ELECTRONIC MONITORING	9		9				9						
	70-YOUTH DEVELOPMENT FAC.	21		21			8	29	3					
<b>TOTAL</b>		193	1	192			48	241	7				1	1
	01-ADMINISTRATION	40		40			8	48						
<b>TOTAL</b>		40		40			8	48						
<b>PSD TOTAL</b>		333	2	331	0	10	62	395	7	1	0	0	1	2



# SAN JUAN COUNTY HR STATISTICS FOR THE MONTH OF MAY 2014

Department	Division	Regular Employees	Part Time Employees	Full Time Employees	Elected/Officials	Temporary Employees	Vacancies	Total Positions	New Hires/Re-employments	Resignations	Retirements	End of term/Temp status	Terminations	Total separations
COUNTY CLERK'S OFFICE	01-REPORTING & RECORDING	21	3	19	1		1	22	2		1			
	02-BUREAU OF ELECTIONS	10	2	8		17	2	12						
CLERK'S OFFICE		31	5	27	1	17	3	34	2		1			
COUNTY TREASURER'S OFFICE	01-COUNTY TREASURER ADMIN.	12		12	1			12						
COUNTY ASSESSOR'S OFFICE	01-COUNTY ASSESSOR ADMIN.	29		29	1			29						
	11-PROPERTY VALUATION	14		14		1		14						
ASSESSOR TOTAL		43		43	1	1		43						
COUNTY SHERIFF'S OFFICE	01-ADMIN/ANIMAL CNTRL/ENFORC	114		114	1		4	118	1	1				1
	04-REG.III DRUG ENF GRANT-A	2		2				2						
	06-REG III-HIDTA GRANT	1		1				1						
	33-DWI SEIZURE GRANT					1								
SHERIFF'S OFFICE		117		117	1	1	4	121	1	1				1
	01-COUNTY PROBATE JUDGE				1									
COUNTY WIDE TOTAL		854	13	842	10	35	102	956	14	2	1	0	1	3

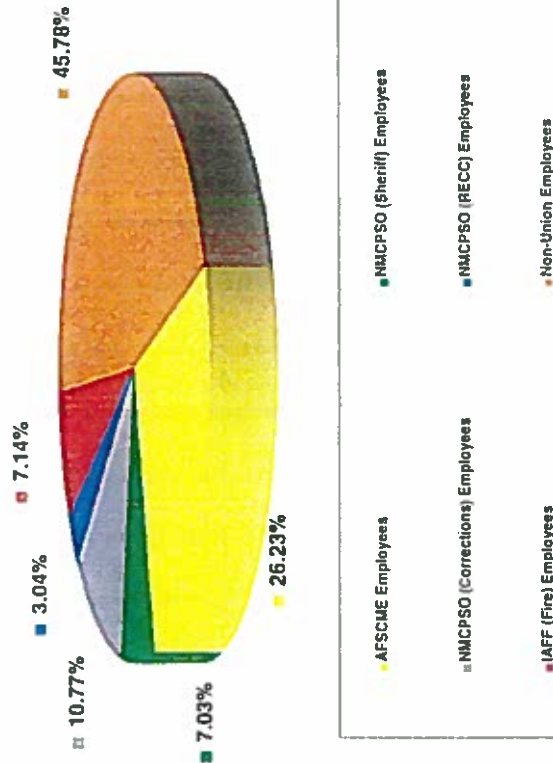
## SANTA FE COUNTY NEW HIRE LISTING FOR THE MONTH OF MAY 2014

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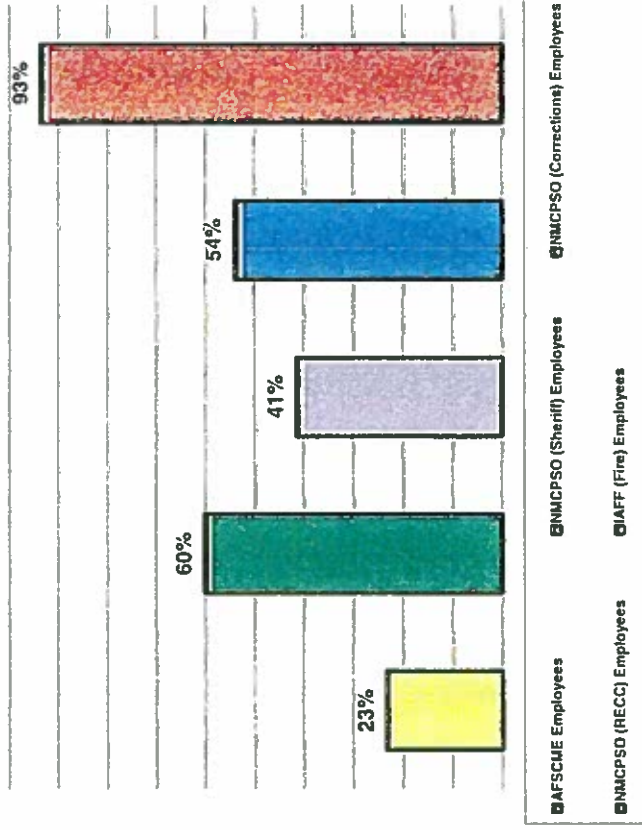
## LABOR STATISTICS FOR MAY 2014

Union Status		Percentage of Union Status		Number of Employees Paying Dues		Percentage Of Employees Paying Union Dues	
AFSCME Employees	224	AFSCME Employees	26.23%	AFSCME Employees	52	AFSCME Employees	23%
NMCP SO (Sheriff) Employees	55	NMCP SO (Sheriff) Employees	7.33%	NMCP SO (Sheriff) Employees	35	NMCP SO (Sheriff) Employees	58%
NMCP SO (Corrections) Employees	92	NMCP SO (Corrections) Employees	10.77%	NMCP SO (Corrections) Employees	38	NMCP SO (Corrections) Employees	41%
NMCP SO (RECC) Employees	25	NMCP SO (RECC) Employees	3.34%	NMCP SO (RECC) Employees	14	NMCP SO (RECC) Employees	54%
IAFF (Fire) Employees	51	IAFF (Fire) Employees	7.14%	IAFF (Fire) Employees	57	IAFF (Fire) Employees	83%
Total Number of Union Employees	463	Total Percentage of Union Employees	54.22%	Total Number of Employees Paying Dues	197		
Non-Union Employees**	391	Non-Union Employees	45.78%				
Total Number of Employees	854		100%				

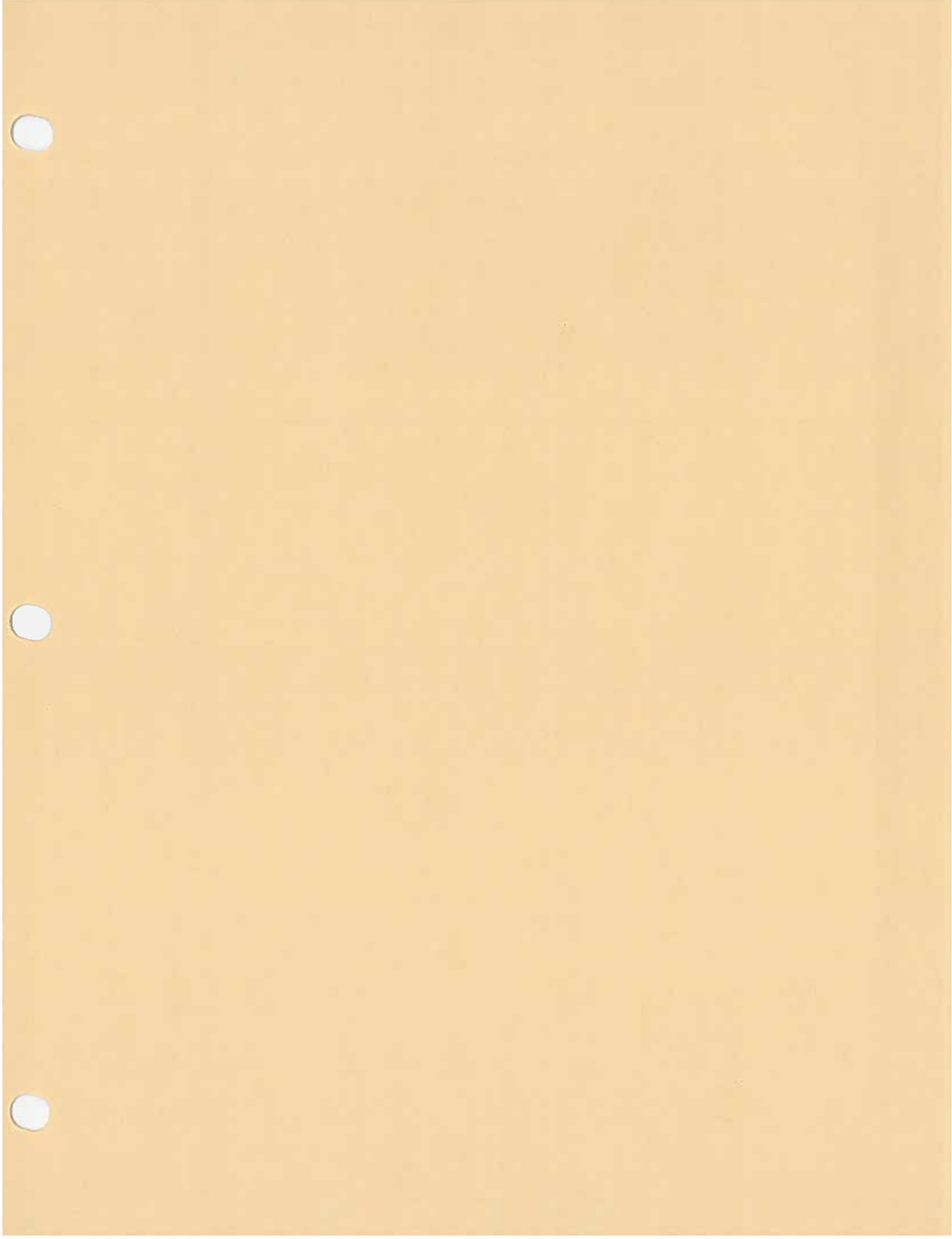
### Union Status



### Paying Members





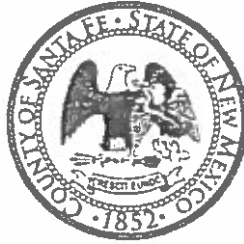




**Daniel "Danny" Mayfield**  
Commissioner, District 1

**Miguel M. Chavez**  
Commissioner, District 2

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Commissioner, District 3



**Kathy Holian**  
Commissioner, District 4

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Commissioner, District 5

**Katherine Miller**  
County Manager

## MEMORANDUM

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

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

### **Information Technology**

	FY 2014									
Work Orders/Technical Support  All IT requests are captured using a work order tracking system located on SharePoint.	295 work orders were completed/resolved in May 2014.									
Systems and Network uptime for May 2014.	Q1 2014 Actual: 99.56%  Q2 2014 Actual: 99.86%  Q3 2014 Actual: 99.95%  FY 2014 YTD: 99.79%									
<table><tr><th colspan="3">May Unscheduled Downtime</th></tr><tr><th>Date</th><th>Description</th><th>Hours</th></tr><tr><td>May 23, 2014</td><td>PNM experienced a power outage due to lightning hitting their equipment. Power was restored at 6:30pm and SFC systems were</td><td>1.0</td></tr></table>		May Unscheduled Downtime			Date	Description	Hours	May 23, 2014	PNM experienced a power outage due to lightning hitting their equipment. Power was restored at 6:30pm and SFC systems were	1.0
May Unscheduled Downtime										
Date	Description	Hours								
May 23, 2014	PNM experienced a power outage due to lightning hitting their equipment. Power was restored at 6:30pm and SFC systems were	1.0								

	restored by 11pm. One hour of downtime occurred for SFC employees from 4pm to 5pm.	
	Total	1.0

## Legal

Legal has processed 444 contracts, 77 resolutions, and reviewed or drafted (or participated in drafting) 10 ordinances this fiscal year (including the Sustainable Land Development Code (SLDC)) and currently is working closely with the Growth Management Division to implement the SLDC, including development of the zoning map.

Legal is continuing to work on process and other changes, the goals of which are to provide more efficient and effective legal services.

Legal has a number of lawsuits pending, including several administrative appeals.

With respect to the Jemez Mountain Electric Cooperative-San Ildefonso Rate Rider Case currently pending before the Public Regulation Commission (PRC), PRC Matter No. 13-00202-UT, the hearing on the merits has concluded and post-hearing briefs were filed on May 30.

With respect to the PNM Replacement Energy Case currently pending before the PRC, PRC Matter No. 13-00390-UT, discovery with respect to the issue of stranded assets has begun.

## Mailroom

**The Mailroom processed the following in the month of May**

Name	Items
Co. Manager (Commissioners)	123
DWI	42
MCH	0
PFMD	7
Clerks	177
Elections	1618
Assessors	666
Treasurers	1130
Probate Judge	1
Attorney or Legal	97
Sheriff	190
Human Resources	57
Corrections Admin	5
Home for Good Program	0



Purchasing	6
PW-Solid Waste	0
Care Connection	0
HHS Admin	0
Sobering Center	0
Adult Jail	45
Teen Court	81
ASD	0
Fire Department	534
E-911	7
RECC	7
Senior Services	2
YDF	0
Natural Resources	0
Affordable Housing	10
Section 8	247
Finance/Payroll	1184
Utilities (Water Resources)	34
Public Works	27
Land Use	1399
Housing	89
Indigent/HAP	23

### **Purchasing**

**655 Purchase Orders were processed in May:     \$ 1,681,378.93 Encumbered**  
**\$ 266,476.55 Expended**

**The following procurement activity was performed by a Procurement Specialist, Senior in May:**

IFBs	5
RFPs	5
LOI	3
On-call	10
Price Agreements	6
Contract Amendments	16
Lease or Agreements	2
MOU/MOA	3
Grant Apps	2
Sole Source	1
DOE	0
Quotes	15

## **Risk Management**

Number of Fire Safety Inspections	52
Number of Facility Inspections	9
Number of Road Inspections	10
Number of Worker's Compensation Processed	14
Number of Employees out on Worker's Comp	4
Number of RAP Lessons	4
Number of County Involved Auto Accidents	4
Number of Century Link Cut Cables	1
Number of Safety Trainings	9
Number of Evacuation Drills	0
Number of New Employee Orientations	2





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*Commissioner, District 5*

**Katherine Miller**  
*County Manager*

### Memorandum

**To:** Santa Fe County Board of County Commissioners

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

**Date:** Jun1 11, 2014

**Subject:** Community Services Monthly Report/June

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#### Health Services

The CSD is working with La Familia, the Baby Fund and others to implement a public awareness/outreach campaign to urge pregnant mothers who are taking opiates to seek treatment. The campaign should roll out in late summer.

In May the Mobile Health Van had 340 visitors in about 30 locations. Most of these were for blood pressure, blood glucose and cholesterol screenings. In May we also used the van for the first time for mental health screenings.

We have finalized a professional printing of the Health Action Plan and we are distributing it widely. We are also distributing the new Family Resource Directories in both English and Spanish.

#### Community Safety

The DWI program conducted interviews for the Compliance Monitor Supervisor position on June 5, 2014. A total of five applicants were interviewed.

The DWI program is funding special law enforcement operations that focus on the sale of alcohol to minors or intoxicated individuals. The Santa Fe Police Department and SID will be collaborating on these special operations. The funding provided by the DWI program will cover the overtime cost of the officers. The operations will start this weekend and will continue through the remainder of the month.

The DWI program will roll out a new public awareness campaign around mid-June. It will highlight actions that Santa Feans can take to keep our streets safe from drunk drivers. There will be bus wraps, bar napkins, coasters, T-shirts, and rack cards for distribution. We will track any increase we see in use of the Cab Ride Home during this time.



The Cab Ride Home program saw an initial drop in ridership directly following the changes in cost, but now is experiencing an upswing in ridership that rivals last year's numbers.

### Community Operations

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

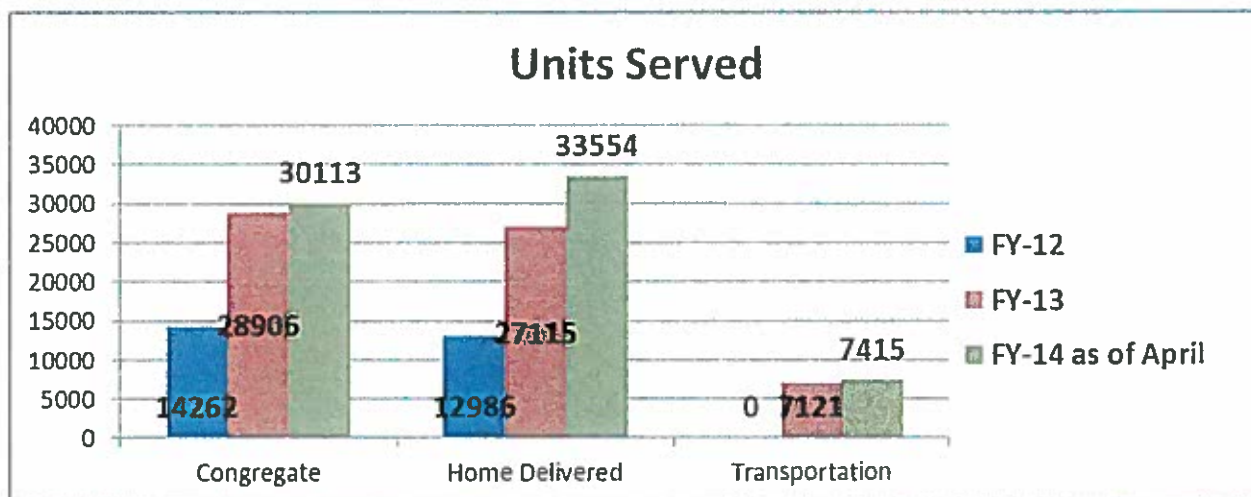
Carol assessed the Placer Peak Trail in the Ortiz Mountains (another Santa Fe County property). This trail is a 5 hour hike elevation 8897, not open to the public. It has been limited to only 4-6 guided tours every year. It will take many days of rerouting very steep and dangerous stretches of this trail to make it safe and sustainable. I hope to recruit trained volunteers to do the majority of the work, but we might need to hire a professional trail company as well.

In celebration of National Trails Week, Santa Fe County Open Space & Trails teamed up with 10 students and 2 instructors to repair and beautify Arroyo Hondo Trail. We worked for 3 hours, totaling 36 volunteer hours and then went on a hike led by Bill Johnson, a local historian of the Trail. Projects included clearing and leveling ground and installation of a picnic table, clearing dead and down trees and brush and obliterating a non-system trail to keep hikers from getting lost.

Center Rentals for week 5/5 – 5/11: La Cienega– 2, Nancy R–3, Nambe-2. Total for week – 7

### Senior Services

The below graph represents units served through April. Note that we have already exceeded last year's numbers on ALL services.











## Memorandum

**To:** Santa Fe Board of County Commissioners

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

**Via:** Katherine Miller, County Manager

**Date:** June 11, 2014

**Re:** *Financial report for the month ending 05/31/2014*

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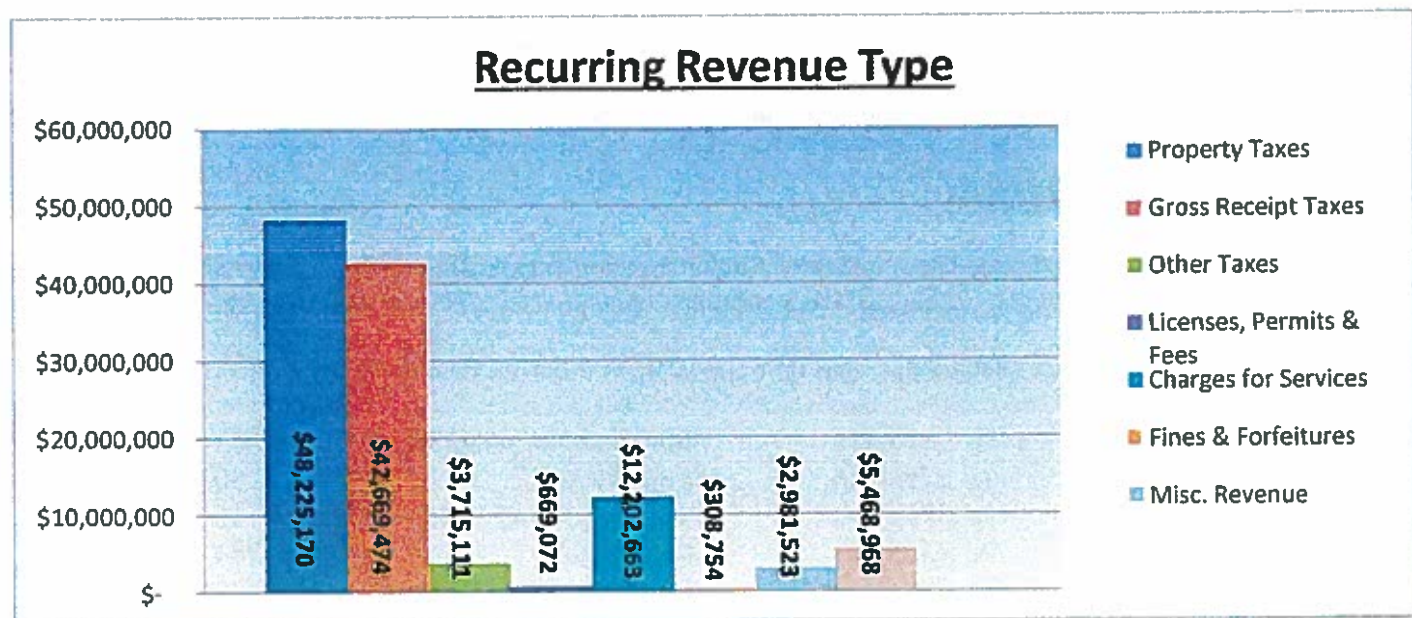
### ISSUE:

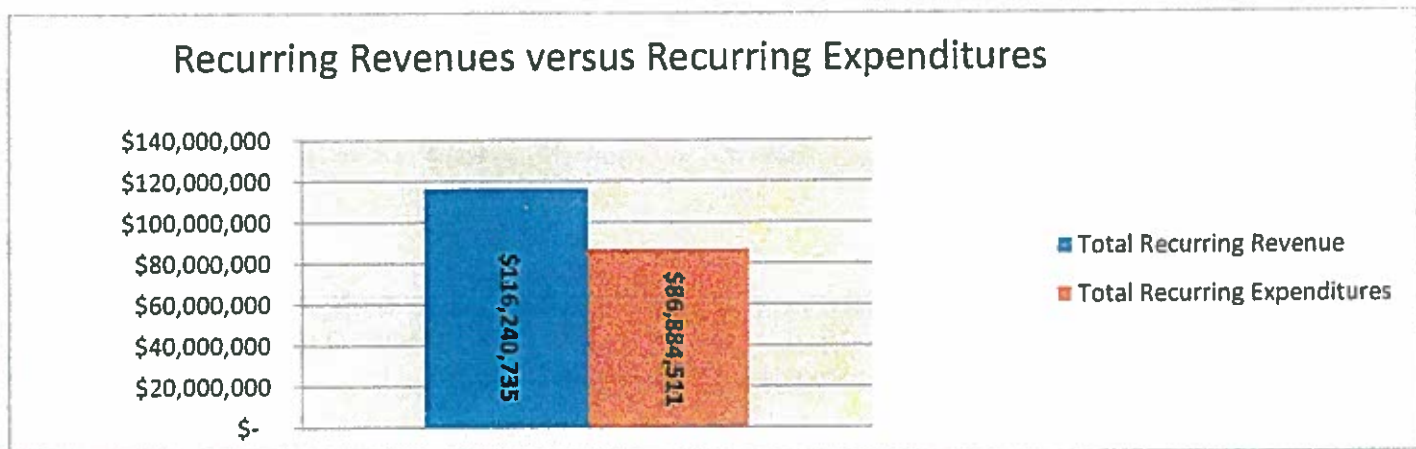
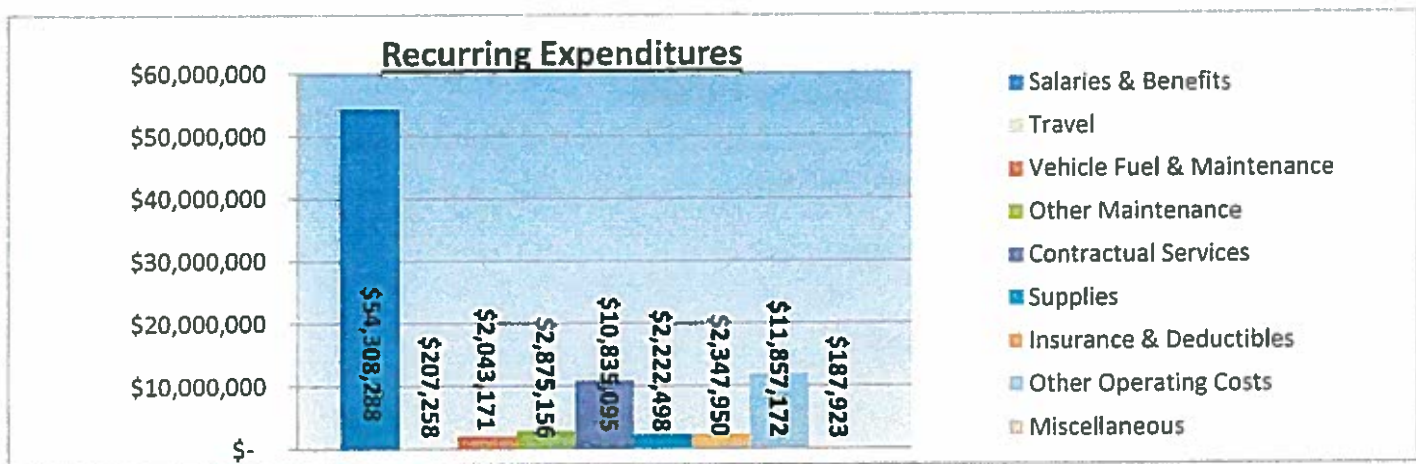
Enclosed is a report summarizing the financial activities of the County through the month ending May 31, 2014.

### BACKGROUND:

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

### RECURRING VERSUS NON-RECURRING





Through the month of May, as noted in the charts above, the revenues collected totaled \$116.2 million and exceeded the expenditures of \$86.9 million. The revenue collections exceed the prior year's collections for the same period by \$1.6 million or 1.3%. The increase can be attributed to increased collections for property taxes (\$1.7 million), gross receipt taxes (\$2.7 million) and other taxes (\$456,208). The increases were offset by decreases in charges for services (\$877,128) and fines and forfeitures (\$60,773).

### **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 following is a listing of some of the major capital expenditures incurred thru the month of May:

SFC Edgewood Fire Station	\$ 919,433	Judicial Court Complex	\$ 1,013,853
Old District Court Bldg	\$ 176,430	Roach Road	\$ 150,233
Caja Del Rio	\$ 1,373,229	Vehicles County-wide	\$ 4,148,633
County Road 98	\$ 1,473,075	Hale Road	\$ 764,355
Eldorado Library	\$ 789,716	La Cienega Fire Station	\$ 697,316
CR 77-Camino La Tierra	\$ 542,732	Western Road	\$ 440,071

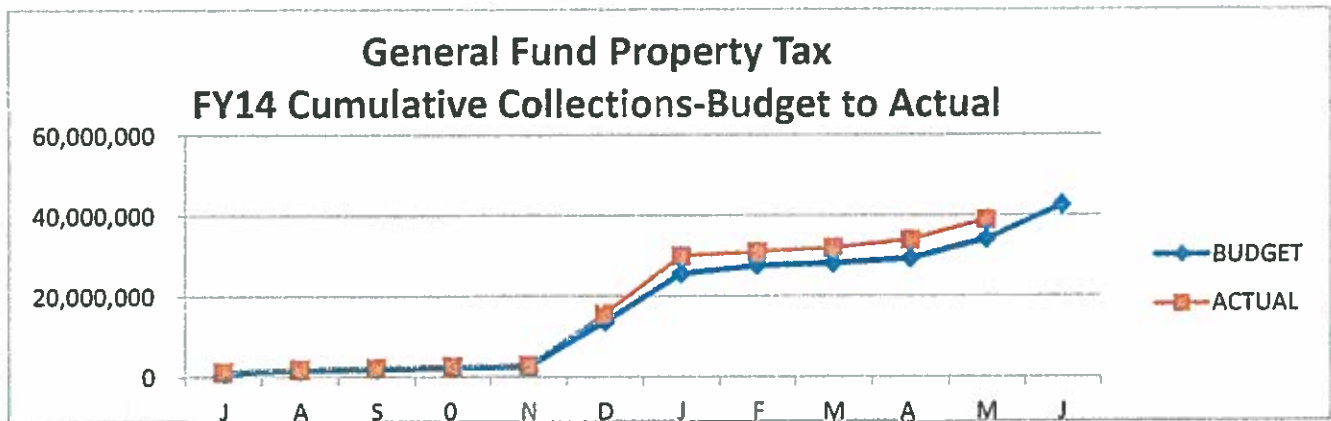
N. Weimer Road	\$ 325,183	SF River Greenway	\$ 443,683
Santa Fe River Trail	\$ 142,893	B Anaya Road	\$ 292,720
CR 16-A Jaymar	\$ 166,343	Nambe Par	\$ 337,048

so included for your information are the charts reflecting major revenue sources and collections through May.

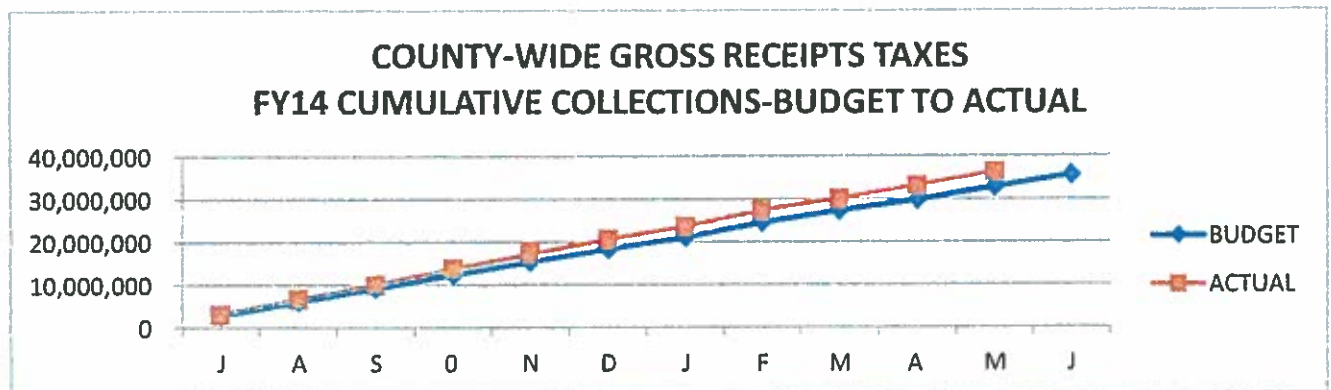
### REVENUE:

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

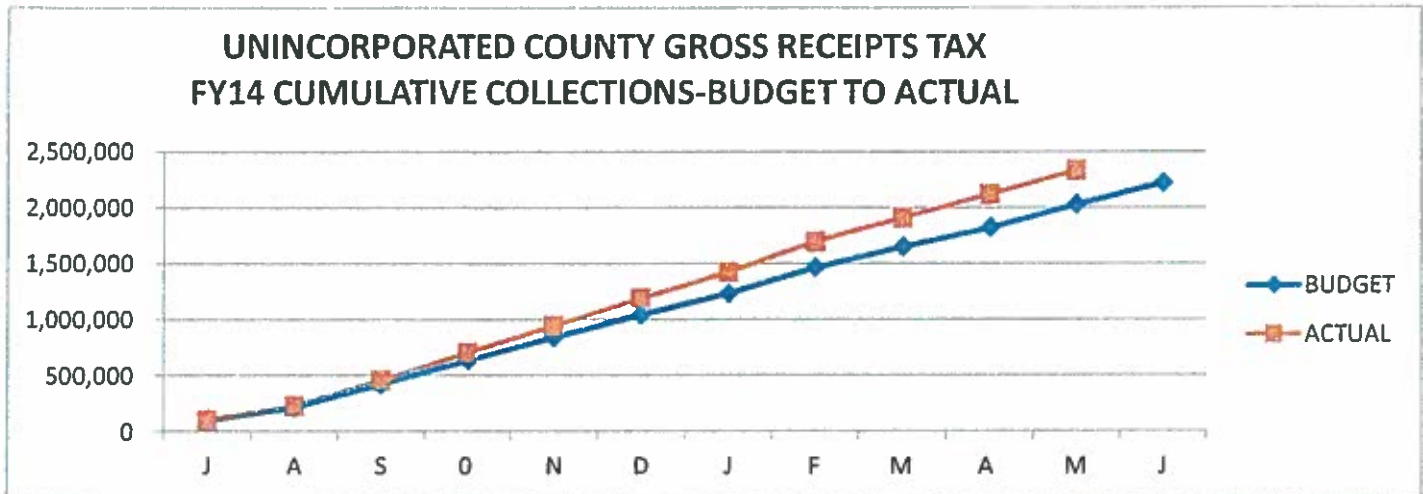
Actual property tax collections of \$39 million through the end of May exceed the budget of \$34.1 million by \$4.9 million. The collections are \$1.6 million or 4% above the prior year's collections for the same time period.



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. Combined, both the county-wide and the unincorporated gross receipt taxes collected through May total \$38.8 million and are \$3.9 million greater than above the budgeted amount of \$34.9 million. Total year-to-date collections were greater than the collections of the prior year by \$3.1 million or 8% for the same time period.

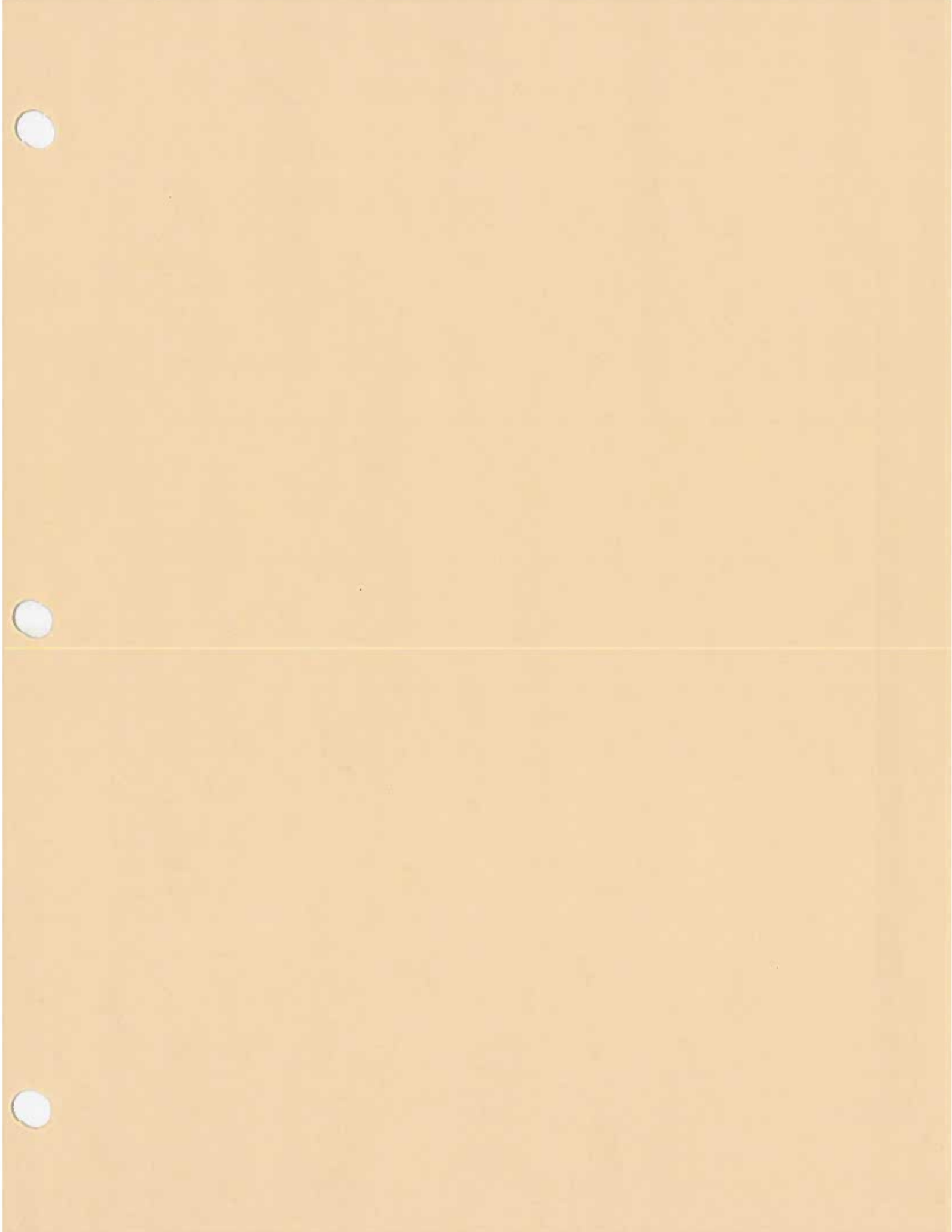


The actual unincorporated GRT collections began to rebound in FY 2013. In FY 2014 the total unincorporated GRTs through May are above budget by \$312,955. The unincorporated GRT collections total \$2.3 million through May and are \$1.2 million above the prior year collections. The increase is mainly attributable to the enacted Fire Excise Tax which began receiving monthly collections in September resulting in an average monthly amount of \$100,000 to \$115,000. Through May, the Fire Excise GRT collections total just over \$1 million.



**SUMMARY:**

Finance staff is finalizing the FY 2015 Final Budget for the board’s consideration and approval at the June 25<sup>th</sup> meeting. Finance is coordinating with staff of the Public Works department to ensure that capital projects are budgeted and ready to proceed come July 1<sup>st</sup>. The operational budget is finalized and includes the BCC’s suggestions from the previous meeting. Additionally, finance is preparing to close the fiscal year and begin the annual financial audit.









Daniel "Danny" Mayfield  
*Commissioner, District 1*

Miguel M. Chavez  
*Commissioner, District 2*

Robert Anaya  
*Commissioner, District 3*



Kathy Holian  
*Commissioner, District 4*

Liz Stefanics  
*Commissioner, District 5*

Katherine Miller  
*County Manager*

**Date:** May 16, 2014  
**To:** Board of County Commissioners  
**From:** Estevan Baca, Chair  
Santa Fe County Ethics Board  
**Subject:** Quarterly Santa Fe County Ethics Board Report

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Ethics Complaints Brought to the Board

No ethics complaints were brought to the Board during the past quarter.

Review of Ethics Training, Policies and Procedures

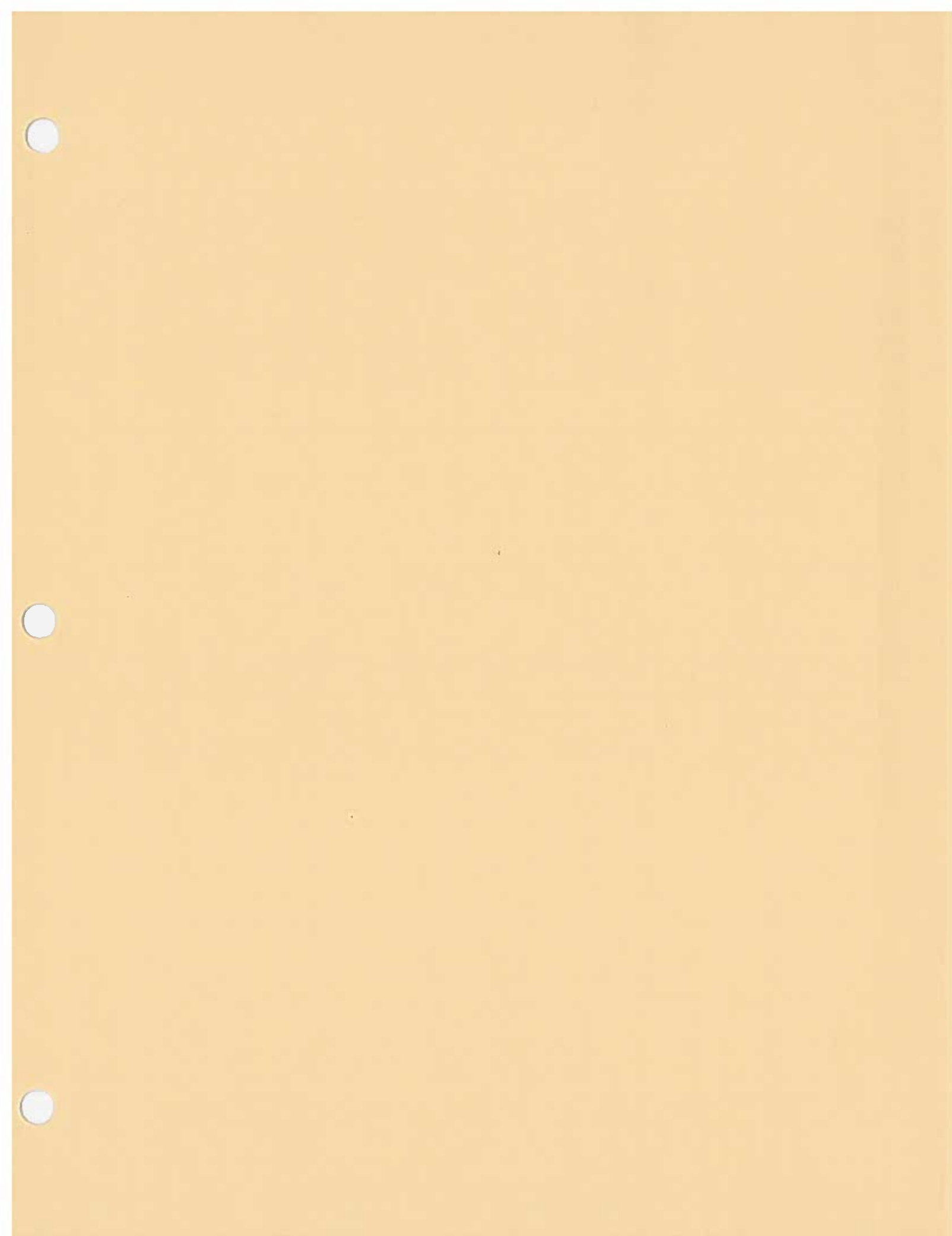
The Board has spent its time reviewing, discussing and considering possible proposed amendments to the Code of Conduct Ordinance. The changes will clarify and strengthen the existing ordinance. The majority of the suggested changes have been brought forth by the Santa Fe County Attorney's Office.

The County staff members have contributed their ideas and feedback to the Board, and we acknowledge and express our gratitude for their efforts.

If you have any questions or comments about these activities of the Santa Fe County Ethics Board, please contact me.

Estevan Baca  
Chair  
Santa Fe County Ethics Board  
[ebaca55@gmail.com](mailto:ebaca55@gmail.com)  
(505) 690-9816







## **VIII. Public Hearings**









## **IX. Concluding Business**

**A. Announcements**

**B. Adjournment (Action Item)**



