

Henry P. Roybal
Commissioner, District 1

Miguel M. Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

Memorandum

Date: April 28, 2015
To: Board of County Commissioners
From: Tony Flores, Deputy County Manager
Subject: Town of Edgewood Petition for Annexation of 18.873 Acres / 19 and 20 Cajun Lane

Background:

On April 10, 2015, the County Attorney's Office received from the Town of Edgewood (Town) a Petition for Annexation (Petition) requesting that the Town annex 18.873 acres, consisting of two lots with a common address of 19 Cajun Lane and 20 Cajun Lane and more particularly described as Tract R-H-1 and Tract R-H02 on the plat entitled "Lot Line Adjustment and Land Division created by Five Year Exemption Plat of Lands of Larsen/Rupert Hill & Hill Trust (Area to be Annexed).

Requirements of petition under NMSA 1978, Chapter 3, Article 7: In a class A County with a population of less than 300,000, a petition must:

1. seek annexation of territory contiguous to a municipality;
2. be presented to the city council; and
3. be accompanied by "a map that shows the external boundary of the territory proposed to be annexed and the relationship of the territory proposed to be annexed to the existing boundary of the municipality". NMSA 1978, § 3-17-17.1(A).

The course the petition takes from there depends upon whether the petition is signed by the owners of a majority of the number of acres in the contiguous territory to be annexed.

Area to be Annexed appears to be contiguous to the Town. The New Mexico Court of Appeals has defined "contiguous" for purposes of the annexation statutes as "requiring a touching or close physical proximity". Cox v. Municipal Boundary Com'n, 1995 -NMCA- 120, ¶¶ 12-15.

Here, the Area to be Annexed touches the existing Town boundaries on the East and South, so the contiguous requirement has been met.

Petition signed by the owners of a majority of the number of acres in the contiguous territory to be annexed is submitted to Board for review and comment within 30 days of the Board's receipt. NMSA 1978, § 3-7-17.1(B) provides as follows:

If the petition is signed by the owners of a majority of the number of acres in the contiguous territory:

1. the city council shall submit the petition to the board of county commissioners of the county in which the municipality is located for its review and comment. Any comments shall be submitted by the board of county commissioners to the city council within thirty days of receipt; and
2. not less than thirty days nor more than sixty days after receiving the petition, the city council shall by ordinance approve or disapprove the annexation after considering any comments submitted by the board of county commissioners.

Summary:

In a Class A County with a population of less than 300,000, state law allows "the board of county commissioners of the county in which the municipality is located" (Board) to review and comment on an annexation petition signed by the owners of a majority of the number of acres in the contiguous territory to be annexed. NMSA 1978, § 3-7-17.1(A)-(B)(1). The Board's comments must be submitted to the city council "within thirty days" of the Board's receipt of the Petition. NMSA 1978, § 3-7-17.1(B)(1).

NMSA 1978, § 3-7-17.1(B) does not define the permissible scope of Board comments, though proper focus appears to be on impact to County contracts and provisions of services as well as the Town's ability to provide services to the Area to be Annexed within a reasonable period. NMSA 1978, § 3-17-7.1(E) provides the following insight as to what the Legislature may have had in mind in terms of Board comments:

- In considering an annexation pursuant to this section, the city council shall consider the impact of the annexation on existing county contracts and provisions of services, including fire protection, solid waste collection or water and sewer service, and may make agreements with the county to continue such services if it is in the interest of the county, the residents of the proposed annexed area or the municipality.

The Board is a significant source of information concerning County contracts and the County's provision of services.

In an effort to provide the Board information on County's contracts and provision of services, the County Manager's Office forward the petition request and related documents included the map showing the Area to be Annexed to the following offices and departments and requested comments, if any and provided below:

- **County Assessor** – *was provided the request, and no positive or negative opinion has been received.*
- **County Clerk** – *currently there is no required involvement for the Clerk's Office until all is reviewed and approved for recording.*
- **County Sheriff** - *was provided the request, and no positive or negative opinion has been received.*
- **County Treasurer** - *was provided the request, and no positive or negative opinion has been received.*
- **Community Services** - *based upon the review of the Petition, there will be no impact on services for the Community Services department.*
- **Growth Management** – *from a planning/development review perspective, we would support infilling the Town of Edgewood so there are not "holes". Where "holes" exist there are always complaints about what neighbors can do in different jurisdictions and there is no clear town boundary.*
- **Public Safety** – *based upon the review of the Petition, there will be no impact on services for the Fire and or RECC department.*
- **Public Works** – *Cajun Lane is not a County maintained road and from a Public Works standpoint there is no reason to oppose the annexation. However, in 2012/2013 the Town of Edgewood planned on annexation infill tracts that included County maintained roads and the status of this is unknown.*

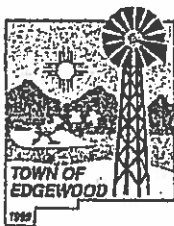
Recommendation:

Based upon the statutory requirement that the Board's comments be submitted to the Town within thirty days of receipt, the Board may take the following steps:

1. The Board not comment on the proposed annexation; or
2. The Board comment and delegate to the Board Chair or the County Manager the authority to draft and submit comments to the Town.

Exhibits:

- A – Town of Edgewood Petition for Annexation
- B – Area to be Annexed Map
- C – Santa Fe County GIS Map



TOWN OF EDGEWOOD

Where the Mountains Meet the Plains COMMUNITY PLANNING & DEVELOPMENT

1911 Historic Route 66
P.O. Box 3610
Edgewood, NM 87015
Phone: (505) 286-4518 Fax (505) 286-4519
www.edgewood-nm.gov

Monday March 23, 2015

Katherine Miller
Santa Fe County Manager
102 Grant Ave
Santa Fe, NM 87504

Dear Madam,

Enclosed you will find an annexation for approximately 18,873 acres for consideration. Pursuant to NMSA § 3-7-17.1 the Town is placing this item on the May 6, 2015 Council agenda thus allowing the County a thirty day comment period.

If you need any further information please contact Tracy Sweat or myself (505) 286-4518

Sincerely,

Stephen Shepherd
Town Administrator

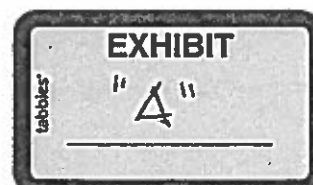
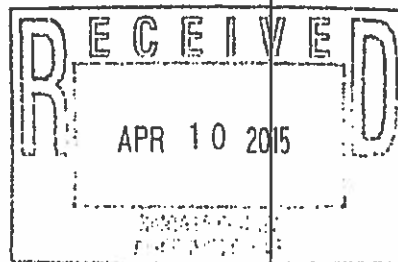
Brad Hill
Mayor

John Abrams
Chuck Ring
Sherry Abraham
Rita Loy Simmons
Town Councilors

Wm. H. White
Municipal Judge

Stephen Shepherd
Administrator

Estefanie Muller
Clerk-Treasurer





PETITION
FOR
ANNEXATION

Exhibit A
File# 2015-03 AX

PETITIONERS: Ralph D. Hill & Susan J. Hill, husband & wife TELEPHONE: 505-286-6177

(Attach proof of ownership. If not owner, must also provide notarized statement of authorization from owner.)

MAILING ADDRESS: 19 Cajun Lane
Edgewood, NM 87015

LEGAL DESCRIPTION OF PROPERTY: (Attach additional sheets as necessary.)

Tracts R-H-1 and R-H-2, 55 TION, RTE. N.H.M. Santa Fe County, NM

TOTAL ACREAGE OF PROPERTY: 18.873 19420 Cajun Lane

REQUESTED ZONING DESIGNATION FOR PROPERTY: R-2

(Please note that the final zoning designation by Town Council may differ from the requested designation.)

INSTRUCTIONS: Type or print clearly on this form and attach a map showing the external boundary of the territory proposed for ANNEXATION, and its relationship to the existing boundary of the TOWN of EDGEWOOD. Territory proposed for annexation must be contiguous to the existing limits of the TOWN.

Pursuant to NMSA 1978, §3-7-17 the undersigned petitioners request that the Town of Edgewood, by ordinance, grant this petition and annex approximately 18.873 acres of territory contiguous to its current Town of Edgewood boundary Attached to this Petition as Exhibit "A", is a map showing the external boundaries of the territory proposed to be annexed and the relationship of this area to the existing Town boundaries and the second being a map showing the boundaries of the territory proposed to be annexed The undersigned petitioner owns a majority of the number of acres in the area proposed for annexation.

Signature

Ralph D. Hill
Print Name

March 10, 2015
Date

Signature

Susan J. Hill, formerly Susan J. Granucci
Print Name

March 10, 2015
Date

Owner(s) of approximately 18.873 acres in the area proposed for annexation.

Any person knowingly providing or causing to be provided any false information on the petition, forging a signature or signing this petition knowing he or she is not an owner of real property within the territory proposed to be annexed is guilty of a fourth degree felony.

Pursuant to §3-1-5 NMSA 1978 (Repl. Ramp. 1987) the Town Clerk approves the form of this Petition.

Clerk/Administrator

Town of Edgewood, New Mexico

Dated

04/01/15

NOTE:

Although deemed effective at the time of filing with the County Clerk, annexations do not become complete until 30 days (thirty) after such filing, being subject to public appeal in District Court during said period.

375 2957
- 2015 03 03

Exhibit A

Ralph D Hill

PO Box 712
Edgewood, NM 87015
Ph 505-286-6177
e-mail: snucol@aol.com

March 12, 2015

Town of Edgewood
Administrator

This is a petition to the Town of Edgewood to have my property known as:

Tracts R-H-1 and R-H-2 located in Section 5, T.10N., R. 7E., NMPM, Santa Fe County, also,
addressed as 19 and 20 Cajun Lane.

I am requesting exceptions from Section 8, Paragraphs C, D, E, F, G, H, I, J, K, L, M, N, and
O due to the fact that I am not applying for an annexation with a project on the subject
properties.

Sincerely,



Ralph Hill

Exhibit C

WARRANTY DEED

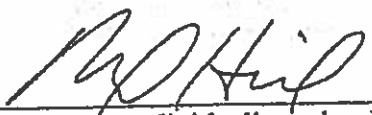
RALPH D. HILL, Individually and as Personal Representative of the Eleanor F. Hill Trust, ("Grantor") in consideration of ten dollars (\$10.00) and other good and valuable consideration to Grantor paid, receipt of which is acknowledged, does hereby grant, bargain, sell, convey and warrant to SUSAN J. GRANUCCI, a single woman, and Ralph D. Hill, a single man, ("Grantee") whose address is 808 Sagebrush Ct SE., Albuquerque NM 87123, the following described real estate in Santa Fe County, New Mexico:

Tract R-H-2, Section 5, T10N, R7E, N.M.P.M., Lands of LARSEN/RUPERT/HILL & HILL TRUST, as recorded in records of Santa Fe County, New Mexico, Book 503, Page 001.

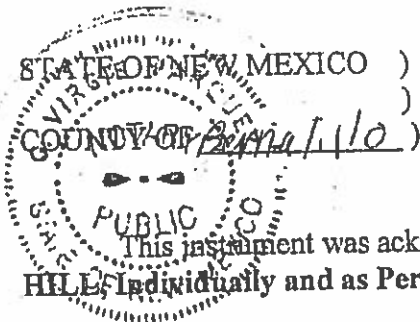
SUBJECT TO real estate taxes and assessments for the current year and subsequent years and to all valid easements, rights of way covenants conditions, reservations and restrictions of record, if any, and also to applicable zoning, land use and other laws and regulations.

ALSO SUBJECT TO existing driveway easement along South boundary of property.

WITNESS my hand and seal this 17th day of May 2007.


RALPH D. HILL, Individually and as Personal Representative of the Eleanor F. Hill Estate

ACKNOWLEDGEMENT



This instrument was acknowledged before me this 17th day of May 2007, by RALPH D. HILL, Individually and as Personal Representative of the Eleanor F. Hill Trust.

MY COMMISSION EXPIRES: 9/16/07


NOTARY PUBLIC

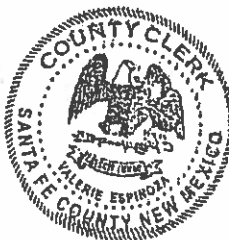
COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

WARRANTY DEED
PAGES: 1

Hereby Certify That This Instrument Was Filed for record On The 17TH Day Of May, A.D., 2007 at 12:14 and Was Duly Recorded as Instrument # 1483687 in The Records Of Santa Fe County

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

Deputy

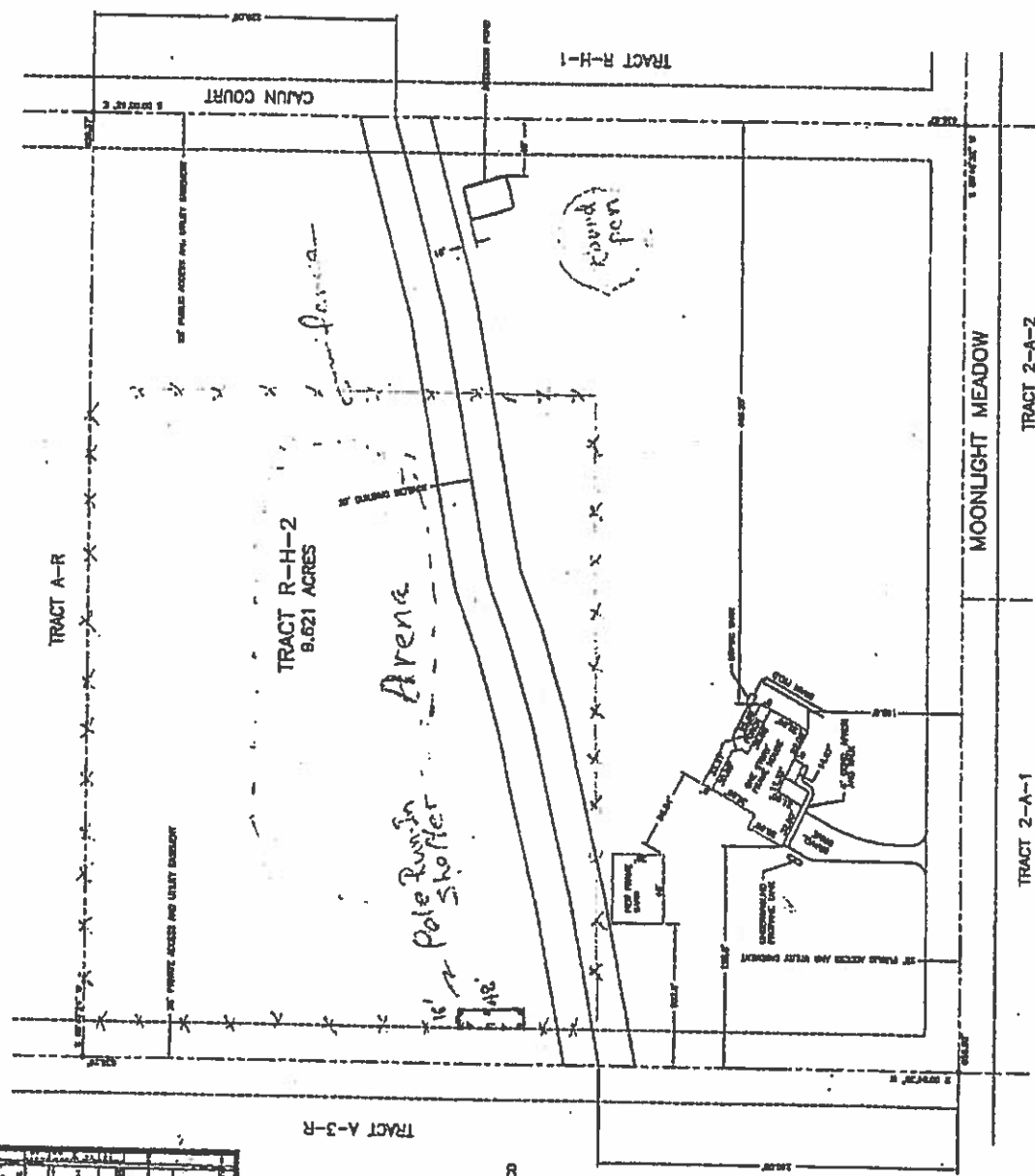


VICINITY MAP

G-38-Z

G-38-Z

LEGAL DESCRIPTION:
TRACT R-H-2 OF LOT LINE ADJUSTMENT AND LAND
DIVISION CREATED BY THE EYE YEAR EXEMPTION PLAN
OF LANDS OF LAMSON/ALPERT/HELL & HILL TRUST,
AS RECORDED ON THE 23RD DAY OF MAY 2002 IN BOOK
501 PAGE 001 OF THE RECORDS OF SANTA FE, NEW MEXICO



INDEX OF DRAWINGS:

1.	SITE PLAN
2.	GRADE PLAN
3.	FLOOR PLAN
4.	FOUNDATION PLAN
5.	ROOF FRAMING PLAN
6.	TRUSS PROFILES
7.	FLOOR FRAMING PLAN
8.	NORTH AND SOUTH ELEVATIONS
9.	EAST AND WEST ELEVATIONS
10.	ELECTRICAL PLAN
11.	DETAILS, SCHEDULES AND SECTION

SITE PLAN with Training Facilities

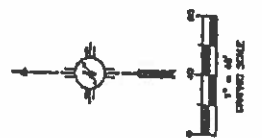
1 OF 11

PLAN SERVICES

SITE PLAN
NEW FRAME HOUSE

FOR: RALPH HILL AND SUSAN GRAMUCH
19 CALVIN LANE P. O. BOX 712, EDGEWOOD, NM 87015
PHONE: 505-282-8202

2 CALLE ENCANTADA
P.O. BOX 1847
EDGEWOOD, NEW MEXICO 87015
PHONE/FAX: 505-281-9881



20 Cajun Lane -
un-improved land next to
19 Cajun with house

WARRANTY DEED

Exhibit C.1

SUSAN J. HILL, a married woman, formerly **SUSAN J. GRANUCCI**, a single woman, ("Grantor") in consideration of ten dollars (\$10.00) and other good and valuable consideration to Grantor paid, receipt of which is acknowledged, does hereby grant, bargain, sell, convey and warrant to **RALPH D. HILL and SUSAN J. HILL**, husband and wife, ("Grantee") whose address is 19 Cajun Lane, Edgewood, NM, 87015, the following described real estate in Santa Fe County, New Mexico:

Tract R-H-1, located in Section 5, T10N, R7E, NMPM, Lands of LARSEN/RUPERT/HILL & HILL TRUST, recorded in Plat Book 503, Page 001, in the Office of the Santa Fe County Clerk, New Mexico.

SUBJECT TO real estate taxes and assessments for the current year and subsequent years and to all valid easements, rights of way covenants conditions, reservations and restrictions of record, if any, and also to applicable zoning, land use and other laws and regulations.

ALSO SUBJECT TO existing driveway easement along South boundary of property.

WITNESS my hand and seal this 28th day of April 2014.

Susan J. Hill
SUSAN J. HILL

4-28-2014

ACKNOWLEDGEMENT

STATE OF NEW MEXICO)
COUNTY OF Santa Fe)

This instrument was acknowledged before me this 28th day of April 2014, by **SUSAN J. HILL**.

MY COMMISSION EXPIRES: 8/21/16

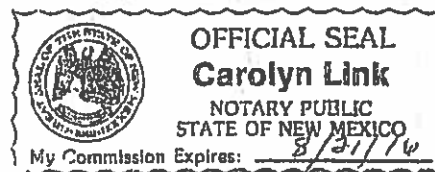
Carolyn Link
NOTARY PUBLIC

COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

WARRANTY DEED
PAGES: 1

I Hereby Certify That This Instrument Was Filed for Record On The 28TH Day Of April, 2014 at 02:55:52 PM And Was Duly Recorded as Instrument # 1735515 Of The Records Of Santa Fe County

Geraldine Salazar
Deputy County Clerk, Santa Fe, NM



Tabbles®




Santa Fe County
Town of Edgewood
Proposed Annexation
March 23, 2015

Legend

Santa Fe County



Incorporated Areas

-  City of Espanola
-  Town of Edgewood
-  City of Santa Fe

Roads

-  Minor Roads
-  Major Roads

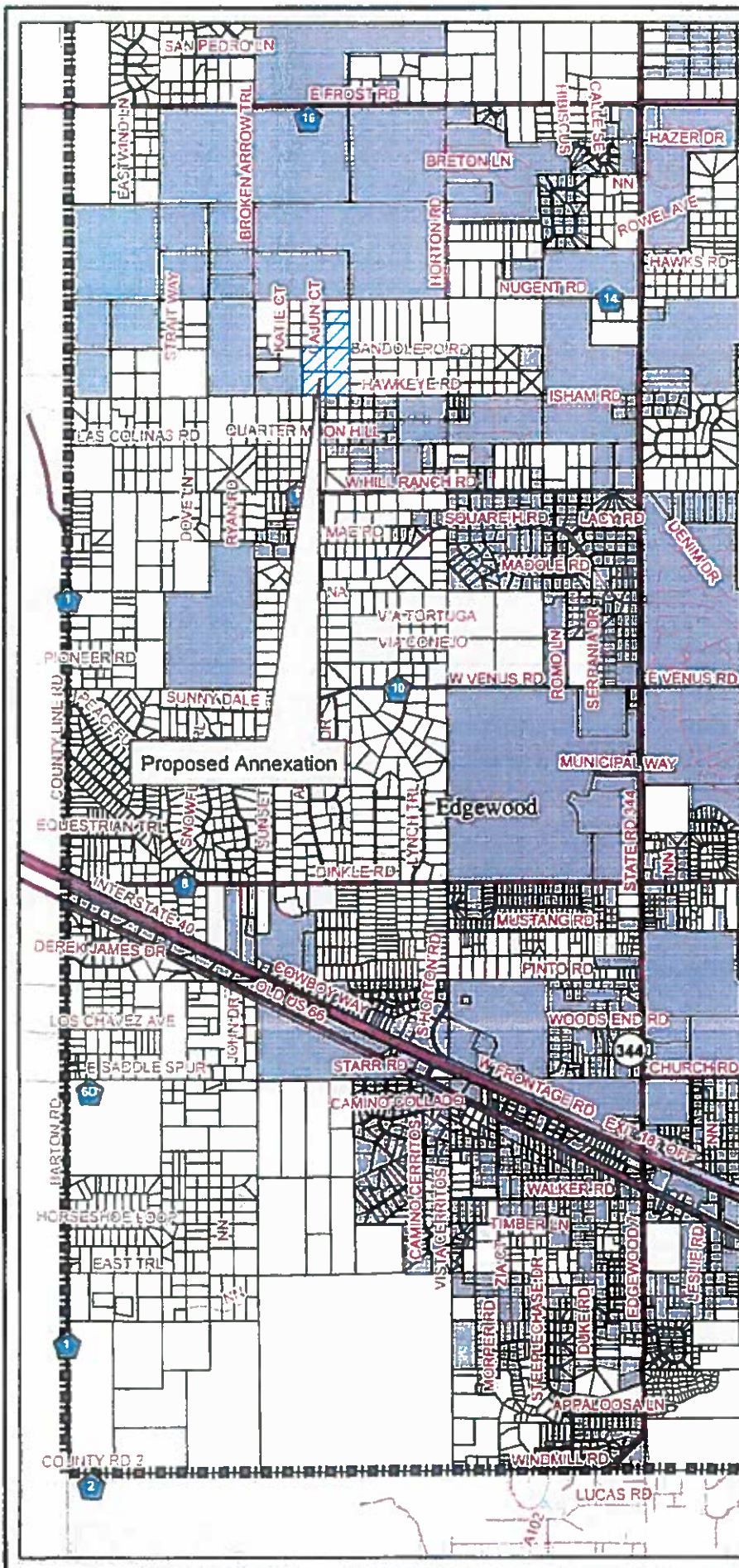


0.5 0.25 0 0.5 Miles



Santa Fe County
Growth Management
Department
Planning Division

April 15, 2015
edgewood_annexation_3_23_15.mxd





Henry P. Roybal
Commissioner, District 1

Miguel Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

DATE: *April 6, 2015*

TO: *Board of County Commissioners*

FROM: *Adam Leigland, Public Works Department Director* *4/15/15*

VIA: *Katherine Miller, County Manager* *4/15/15*

ITEM AND ISSUE: *BCC Meeting April 28, 2015*

Request Authorization to Publish Title and General Summary for an Ordinance Amending Ordinance No. 2001-1 to Expressly Extend the Ordinance to County Sports Fields, to Add Rules Governing League Use and Sales or Solicitation by Itinerant Vendors, and to Prohibit Certain Dangerous or Harmful Activities. (Public Works/Adam Leigland)

SUMMARY:

Subject ordinance will amend the County's current open space ordinance, Ordinance No. 2001-1, to include organized league use of County open space properties. It also makes miscellaneous clean-up actions to the existing ordinance.

DISCUSSION:

The County recently purchased and began a renovation of the Pojoaque Sports Fields in Pojoaque, and has a development plan to add sports fields to Romero Park in Agua Fria. Upon completion of the renovation projects, these two open space properties will introduce the County to a new aspect of park and open space management, namely, long-term and continual use of recreational sports fields by organized sports leagues.

The County's current Open Space Ordinance, Ordinance No. 2001-1, entitled "Rules and Regulations for County Parks, Trails and Open Space Areas" and passed February 13, 2001 (attached), is adequate as far as it goes but it does not contemplate the league use of sports fields as described above. Therefore, staff felt the ordinance should be amended for these new uses.

The major tenets of the subject ordinance include the following:

1. To use County sports fields, each league and school must enter into a league agreement with the County.
2. League agreement requires the following:
 - a. Estimated number of days and hours needed for field use for the season;
 - b. Mission and goals of the league or school
 - c. General yearly budget that includes a general statement of financial condition of the league
 - d. League bylaws
 - e. Code of conduct
 - f. Liability insurance
3. Fee schedule is implemented
 - a. \$100 per league for each youth league
 - b. \$25 per player for each adult league
 - c. \$25 per team for tournaments
4. Leagues manage own concessions
5. Leagues responsible for clean-up of trash and litter directly related to their use of a sports field.

Staff consulted the relevant policies and ordinances of the City of Santa Fe, City of Rio Rancho, City of Albuquerque, and Bernalillo County in drafting this ordinance. The fee schedule is identical to the City of Santa Fe's, and much lower than Rio Rancho's and Bernalillo County's (who charge \$100 per day per field plus \$17/hour for staff time). Albuquerque leagues are managed by the city itself.

The league agreement will be modeled on the league agreement used by Bernalillo County, attached for reference.

If authorization to publish title and general summary is granted today, the ordinance will be brought back to the BCC for approval at the May 26, 2015, commission meeting. If approved at that meeting, it will go into effect by the end of June. Meanwhile, the Pojoaque Fields renovation project is scheduled for completion in the middle of June. Thus the Pojoaque Fields will be opened for league use by July 1, 2015. The Romero Park sports fields project is as-yet unfunded but could be complete as soon as July 2017, given the necessary funding.

ACTION REQUESTED:

Authorize publication of title and general summary of subject ordinance

Attachments:

1. Ordinance No. 2001-1
2. Bernalillo County League Agreement

**THE BOARD OF COUNTY COMMISSIONERS
SANTA FE COUNTY, NEW MEXICO**

ORDINANCE NO. 2015- ____

**AN ORDINANCE AMENDING ORDINANCE NO. 2001-1 TO EXPRESSLY
EXTEND THE ORDINANCE TO COUNTY SPORTS FIELDS, TO ADD
RULES GOVERNING LEAGUE USE AND SALES OR SOLICITATION
BY ITINERANT VENDORS, AND TO PROHIBIT CERTAIN
DANGEROUS OR HARMFUL ACTIVITIES**

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

Section One. Section Three of Ordinance No. 2001-1 is amended to add the following definitions:

“3.7 ‘Itinerant vendor’ means any person with no established business location within Santa Fe County who brings onto any County park, trail, or open space area for the purpose of selling or offering for sale any food products, stocks or samples of goods, wares, or merchandise.”

“3.8 ‘Park,’ as used in Ordinance No. 2001-1, includes County sports fields.”

Section Two. Section Four, paragraph 4(c), of Ordinance No. 2001 is deleted and replaced with the following:

“(c) It shall be unlawful for any person to allow any dog or other domestic animal under his control to disturb, molest, harass, or chase humans, other domestic animals, or livestock in a County park, trail, or open space area.”

Section Three. Section Four of Ordinance No. 2001 is further amended to add the following Rules and Regulations:

“23. League Use of Sports Fields.

(a) Applicability. This section shall apply to the following Santa Fe County sports fields:

- (1) Pojoaque Fields;
- (2) Romero Park;
- (3) Pojoaque Tennis Courts

(b) Requirements.

(1) For a youth or adult league to utilize County sports fields for league purposes, on an annual basis, beginning in January, in addition to the Special Use Permit, each league and school requires a league agreement with the County that specifies the:

- (i) Type of sport;
- (ii) Number of participants and age groups being served;
- (iii) Estimated number of days and hours needed for field use for the season;
- (iv) Mission and goals of the league or school;
- (v) General yearly budget that includes a general statement of financial condition of the league
- (vi) If applicable, the number of scholarships distributed for sports registration fees for the year before, and the estimated number of scholarships for sports registration fees available for the current year.

(2) Each league and school shall include with the agreement, the following documents:

- (i) Statement that reflects the general financial standing of the league or school that is applicable to the sports league from:
 - a. A certified public accountant; or
 - b. The national organization which the league or school belongs to; or
 - c. The tax returns of the league or school;
- (ii) Code of conduct; and
- (iii) Bylaws or other document demonstrating how the league or school was organized and operates.
- (iv) Proof of General Liability Insurance of at least \$1,000,000 per occurrence which covers activities as described, with Santa Fe County named as an additional insured.

(3) Each youth league shall provide the parent(s) or guardian(s) of the participant the following documents:

- (i) Copy of the league or school's application to the County, with supporting documents;

- (ii) Summary of the County's costs to maintain each sports field, which shall be provided by the County to each league and school; and
 - (iii) Copy of educational material provided by the County related to the disposal of solid waste and recycling which outlines the leagues and schools responsibility to dispose of solid waste and promote recycling.
- (4) All leagues and schools shall be responsible, on an as-used basis, for clean-up of trash and litter directly related to their use of a sports field. The clean-up shall include proper separation of recyclables from trash.
 - (5) League shall provide County with proof of General Liability Insurance of at least \$1,000,000 per occurrence which covers activities as described herein, and notify County in the event the insurance is cancelled. Said notice shall be in writing, in advance of cancellation. League shall then cease use of the premises from the date of cancellation until replacement insurance is obtained. Santa Fe County shall be named as the additional insured as determined by the Property/Casualty Specialist. If term of Agreement is greater than one (1) year, proof of General Liability Insurance shall be provided annually no later than entire date of Agreement.
 - (1) Upon acceptance of the league agreement, the Special Use Permit shall be automatically granted.
- (c) League Fees. For use of the Santa Fe County sports fields identified in paragraph 23(a) above:
- (1) Each youth league and school shall be assessed a one-hundred-dollar (\$100.00) permit fee per season, per sport or recreation activity.
 - (2) Each adult league shall be assessed the following fees, per season, and such fees are inclusive of one end-of-season tournament:
 - (i) Twenty-five dollar (\$25.00) fee per player, necessary to field a team according to each individual league; and
 - (ii) Twenty-five dollar (\$25.00) fee for one (1) alternate player per team.
 - (3) League fees collected pursuant to this section shall be deposited into the general fund.
- (d) Tournament Fees. The County shall assess a tournament fee of twenty-five dollars (\$25.00) per team, per tournament, for the use of Santa Fe County sports fields. This paragraph does not apply to season adult league tournaments specified in paragraph C., above.

- (e) Noncompliance. A league or school that does not comply with the requirements of shall not be granted a permit to use County sports fields or the league or school permit may be suspended.
- (f) Priority of Use of County Sports Fields. County sports fields shall be prioritized for youth league and school use. Previous years' use by any league or school does not grant priority for future use.
- (g) Concessions. Concessions at the sports fields shall be provided through the league or school as specified in the league agreement."

"24. Unauthorized Selling or Soliciting the Sale of Goods on County Property Prohibited. The practice by itinerant vendors of going onto County parks, trails, or open space areas for the purpose of selling or soliciting the sale of goods, wares, or merchandise is prohibited except as authorized by the Santa Fe Board of County Commissioners. Each act of selling or soliciting for sale shall constitute a public nuisance and a separate violation of this ordinance."

"25. Other Prohibited Activities.

Within any park, trail, or open space area it is unlawful to:

- (a) Drive or hit golf balls, except at places set apart for that purpose;
- (b) Wear any footgear on tennis courts except tennis shoes;
- (c) Roller skate, skateboard, or bring bicycles, mopeds, motorcycles, or animals onto tennis courts."

Section Four. All provisions of Ordinance No. 2001-1 not expressly amended hereby shall remain in full force and effect.

Section Five. This Ordinance shall be effective thirty (30) days after it is recorded in the Office of the Santa Fe County Clerk.

PASSED, APPROVED, AND ADOPTED on the ____ day of _____, 2015,
by the Board of County Commissioners of Santa Fe County.

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

Robert A. Anaya, Chair

ATTEST:

Geraldine Salazar, County Clerk

APPROVED AS TO FORM:

Gregory S. Shaffer, County Attorney

**BERNALILLO COUNTY
PARKS AND RECREATION**

Parks and Sports Field Use Agreement



I (We), _____

Name of Individual or Organization

herein, referred to as LESSEE, hereby request the use _____ of

Name of Park/Sports Field

For the express purpose of conducting the following activity: (Explain in detail)

Subject to acceptance of this request by Bernalillo County Parks and Recreation, herein referred to as LESSOR, Lessee hereby agrees to the following terms and conditions:

1. Lessee shall save, indemnify and hold harmless the Lessor, its Officers, and Employees from any claims for the loss, damage or injury to any person or property from the Lessee's use of said facility.
2. Lessee shall use premises only for the purposes and activities as described in this Agreement.
3. Lessee shall provide a schedule of all games and practice times wherein facility will be used to the Land Management Section Manager, or their designee. Park/Sports field/facilities activities that are on the grounds of a Community Center are subject to coordination and scheduling with Community Center Manager. Therefore, Lessee will also provide schedules of all herein described activities to said Community Center Manager and Land Management Section Manager, or their designee, and shall identify the maximum number of people using the parks/sports field/facilities.

Maximum number: _____

4. Lessee shall not assign or sublet the whole or any part of the premises, unless approved by the County Manager or his designee. Any assignee or sublessee shall fulfill all conditions required of the original assignee or sublessee.



5. Lessee will conduct on-site litter control to minimize litter and dispose of in on-site dumpster(s). Failure to collect and dispose of litter in on-site dumpster(s) will result in a written notification of the violation and a cleaning fee charged to the lessee at a minimum rate of one hundred fifty dollars (\$150.00) per occurrence, for cleaning services.
6. Lessee shall provide Lessor with proof of General Liability Insurance of at least \$1,000,000.00 per occurrence which covers activities as described herein, and notify Lessor in the event the insurance is cancelled. Said notice shall be in writing, in advance of cancellation. Lessee shall then cease use of the premises from the date of cancellation until replacement insurance is obtained. Bernalillo County shall be named as the additional insured as determined by the Property/Casualty Specialist. If term of Agreement is greater than one (1) year, proof of General Liability Insurance shall be provided annually no later than effective date of Agreement.

TERM OF AGREEMENT

Term of this Agreement will be three (3) years commencing from effective date of official signatures or for the period of:

Dates and Times

7. If term of this Agreement is greater than one (1) year, the Chief Representative of Lessee Organization, or their designee, shall attend an annual meeting of parks and fields users, as scheduled by Lessor.
8. The Agreement must be renewed upon expiration, and the burden of timely request for renewal is on Lessee Organization.
9. Lessee will promptly report in writing any injuries to persons or damage to the property of Lessor or other, which occurs during Lessee's use of the Lessor's park/sports field/facilities.
10. Lessee shall have a representative at the park/field/facilities at all times when it is being used by Lessee, and shall have primary responsibility for safety and spectator control.
11. At those fields where Lessor maintains concession facilities, under contract, Lessor shall retain exclusive concession rights.
12. At those fields where Lessee maintains concession facilities, Lessee shall obtain all necessary permits for such facilities. Lessee shall save, indemnify and hold harmless the Lessor, its Officers, and Employees from any claims for the loss, damage or injury to any person or property from the Lessee's concession activities.
13. Lessee shall not permit the use of alcoholic beverages or any illegal drugs at its activities at the park/field.



14. Lessee shall comply with all applicable local, state and federal anti-discrimination laws and ordinances in its use of the park/field/.

CHARGES, CHANGES AND/OR SPECIAL INSTRUCTIONS:

Bernalillo County Parks and Recreation must be notified of any change(s) to the Chief Representative of the Lessee Organization as signed off on in this Agreement within ten (10) days.

DEFAULT AND TERMINATION:

- A. Failure to comply with the terms and conditions of this Agreement shall constitute default by Lessee.
- B. Lessor or Lessee may terminate Facility Use Agreement with a minimum of ten (10) days notice.
- C. Parks and Recreation supervisors may in his/her discretion immediately terminate this Agreement /event if he/she determines the Lessee has materially violated this Agreement.

NOTICES

All notices shall be made to: Bernalillo County
Parks and Recreation
111 Union Square SE Suite 200
Albuquerque, New Mexico 87102
Attn: Director, Parks and Recreation

LESSEE Organization, NOTICES – Name, Address and Telephone Number (Fill In)

BINDING EFFECT AND EFFECTIVE DATE

This Agreement is not binding until all parties sign it. The terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns. The effective date of this Agreement shall be the date of the last signature hereon.

(Chief Representative/Lessee Organization:

(Date)

(Bernalillo County Manager or Designee)

(Date)



Bernalillo County Parks and Recreation

Land Management Criteria

for Park Lease Agreements



1. All user groups must have a lease agreement with Bernalillo County. At this time insurance must be on file (when necessary).
2. Prior to signing a lease agreement with Bernalillo county, a representative from Bernalillo County Land Management and the user group must meet on the site of the lease agreement.
3. The user group must comply with all ordinances and rules set by Bernalillo County.
4. Facilities under a lease agreement that must be opened by the user group must also be locked by that user group. NO EXCEPTIONS.
5. No vehicles may drive on turf areas, with the exception of emergency vehicles.
6. Trash must be put in trash receptacles.
7. Any violation of these 6 standards will discontinue the lease agreement with Bernalillo County.

SIGNATURE _____

DATE _____

PHONE _____

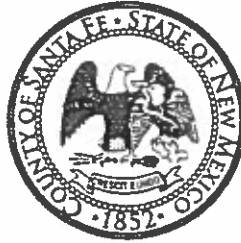
E-MAIL _____



Henry P. Roybal
Commissioner, District 1

Miguel Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

DATE: *April 14, 2015*

TO: *Board of County Commissioners*

FROM: *Adam Leigland, Public Works Department Director* *AL 4/15/15*

VIA: *Katherine Miller, County Manager*

ITEM AND ISSUE: *BCC Meeting April 28, 2015*

Request Approval to Publish Title and General Summary of an Ordinance Establishing Curbside Residential Solid Waste and Recycling Collection Districts within Certain Populated Parts of Santa Fe County; Prohibiting the Commercial Collection of Residential Solid Waste Within These Districts Except in Accordance with a Valid Contract Between a Commercial Solid Waste Hauler and the County; Implementing and Amending Ordinance Number 2014-10. (Public Works/Adam Leigland)

SUMMARY:

The proposed ordinance would establish three residential solid waste and recycling collection districts in the more urbanized areas of the County surrounding the City of Santa Fe. The three collection districts are identified on the attached overview map. Implementation of the Ordinance will result in a single private solid waste hauler being authorized to provide solid waste and recycling collection service in each district. Homeowners' use of the collection service will be voluntary. Homeowners in a District may choose to utilize the private hauler collection service or dispose of their solid waste on their own via the County's convenience centers. The ordinance is structured such that at least two private haulers will serve the three districts, in order to maintain a more competitive environment for future contract awards or extensions.

BACKGROUND:

One of the Commission's Solid Waste Task Force (SWTF) recommendations approved by the BCC at its October 28, 2014 meeting was the creation of solid waste collection districts in the denser areas surrounding the City of Santa Fe. The concept is that several collection districts of approximately equal size will be created, and in order for a private solid waste service provider to operate in a collection district, the private hauler must have a contract with the County. The contract will be exclusive, that is, only one hauler can operate in any one collection district, and the contract will specify certain levels of service as determined by the County. The motivating idea behind this is that by aggregating demand and requiring that private haulers contract with the

County to serve these areas, the County can ensure that residents can get higher solid waste service at a lower price.

A common disappointment expressed by County residents with existing private service is the lack of curbside recycling being offered. The contracts with the private haulers selected to provide solid waste collection will include requiring recycling collection as well.

Pursuant to BCC approval of the recommendation, in the FY15 budget, the Commission allocated funds for a consultant to assist staff with creating three “enabling documents” to develop the collection districts. The documents are:

1. Requisite solid waste ordinance
2. Request for proposals to potential private solid waste service providers
3. Draft contract between County and private solid waste service providers

The County’s new comprehensive Solid Waste Ordinance, 2014-10, was adopted on November 25, 2014. Ordinance 2014-10 established most of the general enabling authority to pursue the establishment of collection districts. The subject proposed collection district ordinance, Item #1 on the list above, further defines the procedures, roles, and responsibilities of residents, the County, and private haulers with respect to establishing and administering the collection districts.

DISCUSSION:

The following represents the key issues to be addressed in the County’s contracts with the private haulers that are selected to serve each collection district:

Basic service. The basic service to be provided by the private hauler will be once-weekly curbside refuse pickup and weekly or biweekly curbside recycling pickup. Bins will be provided by the private hauler. The hauler must dispose solid waste at the Caja del Rio landfill. Other services and/or parameters may be considered, such as bulky item collection, pay-as-you-throw pricing, amnesty days, household hazardous waste collection, and so on.

Special service. Household collection service beyond the basic service described above, such as greater frequency of pick-up or “side door” collection, will be provided and will be the responsibility of the individual household to subscribe to and pay for.

Accounts and billing. The contractor will be responsible for creating and maintaining customer accounts, and for customer billing. Delinquent accounts will be the contractor’s responsibility.

Service Districts. Three districts have been identified, shown on the attached map. The number of households in each of the service districts is shown in the table below.

Service Districts	Number of Households
North	5011
Southeast	5726
Southwest	5006
Total	15,743

The service areas are coterminous with SDA-2 in the Santa Fe metro area, thus furthering County growth management goals, and were developed using criteria of at least 5000 households, a certain average minimum housing density, and a certain haul distance from Caja del Rio landfill.

Service parameters and rate setting. The County will establish the basic service parameters. The contractor's initial rate will be market-driven as determined in the RFP process. Subsequent rate changes will be allowed either by pre-established escalators such as the Consumer Price Index or by approval of the BCC.

Voluntary household participation. Households can voluntarily opt out of contracted service. Since the private hauler contracts will be exclusive for each district, households that opt in to contracted service will not have a choice of service provider, and households that opt out must purchase a County solid waste permit and utilize County convenience centers.

That said, it should be noted that section 7.20 of the Sustainable Land Development Code mandates that residents of Sustainable Development Area 1 must have contracted solid waste service. Further, numerous subdivisions in the proposed collection districts have development agreements that likewise require contracted solid waste collection. In these cases, household participation will be mandatory.

Although it is impossible to say precisely how many households would opt out, using permit sales data, staff estimates that of the 15,743 households in the proposed collection areas, approximately 2,400, or 15%, will opt out. Staff expects that over time, many households that initially opted out will eventually opt in.

Number of collection districts. Any private hauler will only be allowed to serve any two of the three districts at any one time. This is intended to increase opportunity for the private sector, increase competition, and prevent the County from becoming locked in to a single private hauler.

Contract fee. It is common practice for a local government to charge a fee to contractors in contract arrangements such as the one under consideration. For instance, Taos County, which already has contracted solid waste collection districts, charges any private haulers who serve in those districts a fee that is a percentage of annual gross revenues. This generates revenue for the County and also provides some quality control of the contractors, but since the haulers mostly pass the cost through, it slightly increases the cost of solid waste service to residents.

Staff is recommending in the ordinance a contract fee of 2% of gross revenues. Assuming a customer base of 13,300 households and a monthly rate of \$17/household produces annual gross revenue of \$2,700,000. Using a contract fee rate of 2% produces \$54,400 in annual revenue to the County.

Contract term. Private haulers will seek the longest term possible, and the County would likely get lower rates the longer the contract term. On the other hand, an overlong term can stifle innovation and lock the County into a poor contract. Most solid waste equipment can be amortized over seven to eight years, which will be a prime consideration for the private haulers. Staff has included a seven-year term in the ordinance.

Next Steps. State statute (Section 4-37-7(A)) requires publication of “the date and time of the meeting at which the ordinance is to be considered” for solid waste fee items. Pursuant to this, staff is requesting that the ordinance be brought to the BCC at its regularly-scheduled May 26th meeting for public hearing and possible action. Prior to that date, staff intends to hold a public meeting in each of the three proposed collection districts to solicit community input.

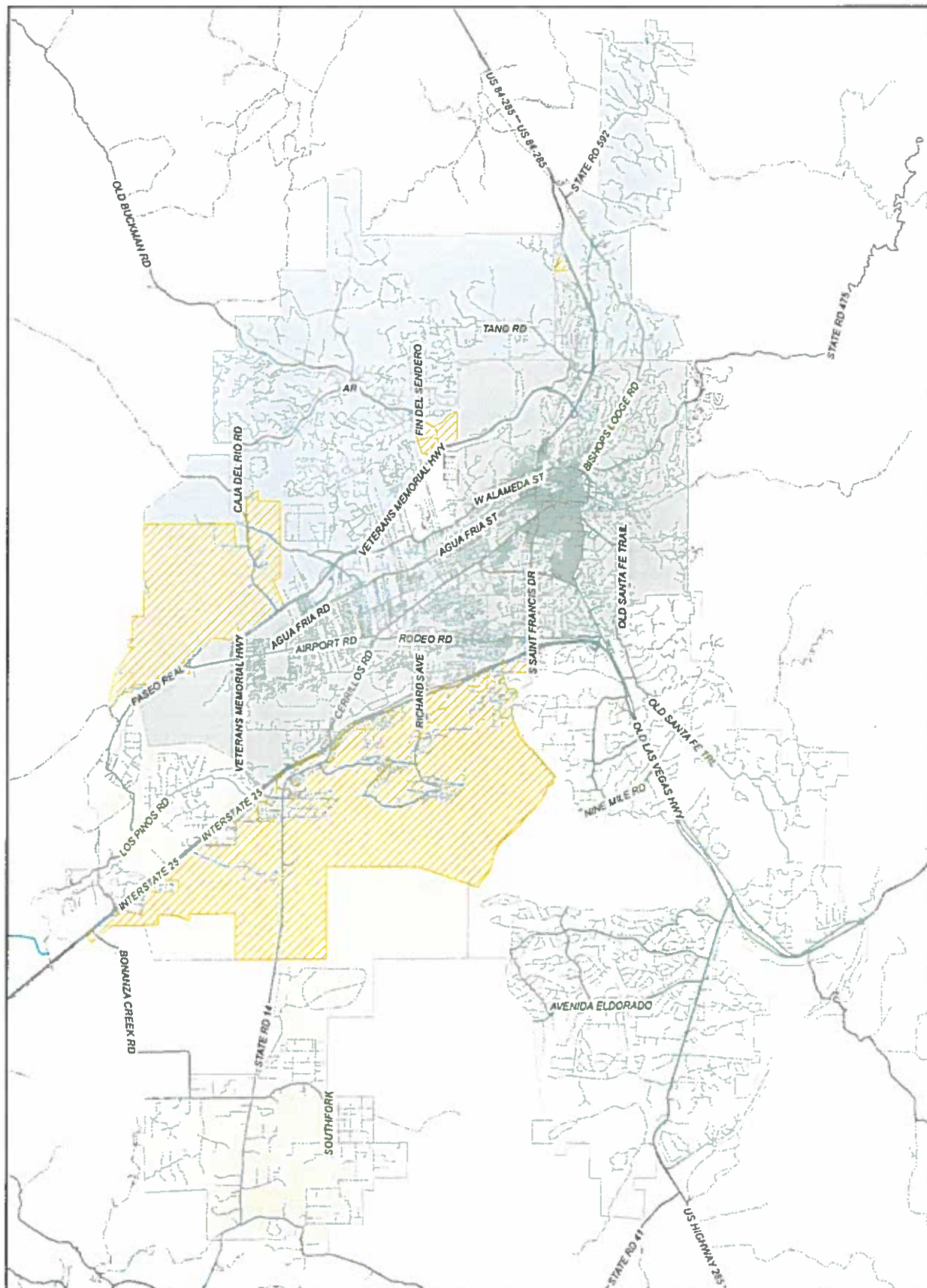
ACTION REQUESTED:

Approval to publish title and general summary of subject ordinance.

Attachments:

1. Overview map of the proposed Collection Districts
2. Proposed Ordinance with Exhibits

Overview of Residential Solid Waste Service Districts



- Major Roads
- SGMP SDA 1
- North Service District
- Southeast Service District
- Southwest Service District
- City of Santa Fe



0 0.5 1 2 3 4 Miles

April 28, 2015

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SANTA FE COUNTY

ORDINANCE NO. 2015-____

AN ORDINANCE ESTABLISHING CURBSIDE RESIDENTIAL SOLID WASTE AND RECYCLING COLLECTION DISTRICTS WITHIN CERTAIN POPULATED PARTS OF SANTA FE COUNTY; PROHIBITING THE COMMERCIAL COLLECTION OF RESIDENTIAL SOLID WASTE WITHIN THESE DISTRICTS EXCEPT IN ACCORDANCE WITH A VALID CONTRACT BETWEEN A COMMERCIAL SOLID WASTE HAULER AND THE COUNTY; IMPLEMENTING AND AMENDING ORDINANCE NUMBER 2014-10.

IT IS HEREBY ORDAINED by the Board of County Commissioners of Santa Fe as follows:

Section 1. Short Title

This Ordinance may be cited as the “Residential Solid Waste and Recycling Collection Ordinance.”

Section 2. Purpose

The purpose of this Ordinance is to implement the provisions of the Solid Waste and Recycling Management Ordinance (Ordinance No. 2014-10) (“Solid Waste Management Ordinance”) that require or authorize the County to establish collection districts for residential solid waste, which the Management Ordinance defines as “solid waste and recyclable material generated from a site that contains three or less Dwelling Units.”

Section 3. Authority

This Ordinance is enacted pursuant to the authority granted to counties under NMSA 1978, Sections 4-37-1 (1975) and NMSA 1978, Sections 4-56-1 through 4-56-3 (1967). This Ordinance is also enacted to implement the provisions of the Management Ordinance regarding the establishment of residential solid waste collection districts, including Sections 6(A), 9(B), and 13(B)(A) and (B).

Section 4. Findings

The Santa Fe County Board of County Commissioners finds:

A. The BCC enacted the Solid Waste Management Ordinance to provide for the safety, preserve the health, promote the prosperity and improve the comfort and convenience of

the County and its inhabitants. The purposes of the 2014 Solid Waste Management Ordinance are, among other things, to:

- (1) Establish a system of storage, collection, and disposal of all refuse in the County; and
- (2) Create mandatory roadside solid waste collection districts and to establish the procedures for curbside and roadside solid waste collection.

B. The provisions of the Solid Waste Management Ordinance regarding the creation of solid waste collection districts and curbside collection within these districts are not self-executing, meaning that these provisions require further action by the BCC or the County Manager to be fully implemented. The provisions requiring further action are:

- (1) Section 5(C), requiring the County Manager to “establish rules and regulations to carry out the intent and purpose of the [Management] Ordinance;
- (2) Section 5(D), requiring the County Manager to “establish policies and procedures for billing and collection of service fees”;
- (3) Section 5(H), providing that upon the recommendation of the County Manager and approval by BCC by ordinance, “the County may regulate the activities of Commercial Solid Waste Haulers, including, but not limited to, by imposing Solid Waste and recycling reporting requirements, licensing requirements, establishment of exclusive and non-exclusive service areas, and service area fees”;
- (4) Section 6(A), requiring that “all Solid Waste accumulated in areas indicated in Exhibit A [to the Management Ordinance to be] collected, conveyed and disposed of by the County or any of its authorized contractors,” but delaying this “mandatory collection” until the BCC “establishes the fees for that service”;
- (5) Section 7(B), setting out “Requirements for Solid Waste Collected Curbside and Roadside,” including Section 7(B)(F)(1), which requires “containers [to] conform to contractor collection specifications, or to specifications promulgated by the County Manager”;
- (6) Section 9(B), requiring the BCC to “designate service areas of the County for phased-in service by mandatory Solid Waste collection services, including collection of recyclables”; and
- (7) Section 13(B) regarding “Service Fees for Mandatory Service Areas.”

C. This Residential Solid Waste and Recycling Collection Ordinance is needed to implement the forgoing provisions of the Solid Waste Management Ordinance by establishing Solid Waste Collection Districts and prohibiting the collection of Solid Waste within these Districts except by County Contractors.

D. The County's Solid Waste collection service will initially be voluntary for homeowners. This will allow the County to evaluate and adjust the program to assure that it adequately meets the needs of the County and its residents before the BCC considers whether to make the program mandatory as provided in the Management Ordinance.

E. As of the enactment of this Ordinance, the current draft Sustainable Land Development Code ("SLDC") under consideration by the County creates three Sustainable Development Areas, referred to as SDA-1, SDA-2, and SDA-3. SDA-1, where most of the development in the County has occurred and is predicted to occur in the future, overlaps substantially with the North and Southwest Districts created by this Ordinance and partially overlaps with the Southeast District.

F. The draft SLDC, if enacted as currently written, would make curbside solid waste collection service within SDA-1 mandatory upon adoption of the SLDC. In addition, the BCC may by separate ordinance make collection service mandatory anywhere within the Districts.

G. Until the County Solid Waste collection service becomes mandatory by further action of the BCC, residents will be allowed to choose whether to use the County's collection service or to dispose of their Residential Solid Waste in accordance with the Management Ordinance.

H. Except for the provisions set out in Section 4(B) above, the Solid Waste Management Ordinance is self-executing and requires no further action by the BCC or the County Manager to be enforceable.

Section 5. Definitions

The definitions set out in Section 4 of the Management Ordinance apply to this Ordinance. In addition:

"BCC" means the Santa Fe County Board of County Commissioners.

"Commercial collection of residential solid waste" means the collection and disposal of solid waste generated by a residence for a fee by anyone other than the owner of the residence.

"Contractor" means an SW Hauler who has an SWC Contract with the County granting the Contractor the exclusive right to provide Solid Waste collection services within up to two Districts.

"Curbside" as used in this Ordinance refers to both "curbside" and "roadside" collection as used in the Management Ordinance.

"Director" means the Santa Fe County Public Works Department Director.

"District" means the residential solid waste collection districts established by this Ordinance.

"Person" shall be construed broadly to include individuals and non-governmental legal entities, including but not limited to partnerships, corporations, businesses, associations, joint ventures, trusts, companies and firms.

"Residential solid waste collection contract" or "SWC Contract" means a contract between a commercial solid waste hauler and the County that grants the hauler the exclusive right to collect residential solid waste within a District.

"SW Hauler" or "Hauler" means Commercial Solid Waste Hauler as defined in the Management Ordinance.

Section 6. Establishment of Residential Solid Waste Collection Districts; Prohibiting Commercial Collection of Residential Solid Waste Collection Except in Accordance with a Residential Solid Waste Collection Contract.

A. There is hereby established three residential solid waste collection districts:

- (1) The North District, which is depicted on Exhibit A to this Ordinance.
- (2) The Southwest District, which is depicted on Exhibit B to this Ordinance.
- (3) The Southeast District, which is depicted on Exhibit C to this Ordinance.

B. The Director shall have authority to adjust the boundaries of the Districts established by this Ordinance to facilitate the efficient collection and disposal of residential solid waste; provided, however, that any adjustment that would change the number of households within a district by 500 or more shall require approval by the BCC. The Director shall post changes to the District boundaries upon approval of the changes.

C. Beginning on July 1, 2016: No person shall engage in commercial collection of residential solid waste within any District except in accordance with a valid Residential Solid Waste Collection Contract entered into between the person and the County.

Section 7. Procurement of Solid Waste Collection Services; Residential Solid Waste Collection Contracts; Exclusive Solid Waste Collections Rights; Exceptions.

A. After the effective date of this Ordinance, the Director shall obtain bids from qualified SW haulers in accordance with the New Mexico Procurement Code, NMSA 1978, Sections 13-1-1 through 13-1-199, and County Procurement Ordinances and Resolutions. Unless there are insufficient qualified bidders, the Director shall enter into SWC Contracts with at least two SW Haulers for the three Districts.

B. The Director is authorized to negotiate SWC Contracts with individual qualified SW Haulers. SWC Contracts shall include standard contractual terms and, to the extent practicable, shall be substantially the same in each District. However, where circumstances

warrant, the Director may authorize variations between SWC Contracts; provided, however, that each SW Contract shall provide:

(1) The Contractor shall be responsible for collecting all fees for the collection service it provides directly from its customers. The types and amounts of fees shall be established in the SWC Contract and shall allow the Contractor a reasonable return on investment and be reasonable, transparent, and in the best interest of the County and its residents.

(2) The Contractor shall remit to the County on a semiannual basis two percent (2%) of Haulers' gross revenue.

(3) The contract term shall be seven (7) years unless terminated earlier in accordance with the terms of the Contract.

(4) Terms allowing extension beyond the original term, and for renewal of additional terms, may be included if deemed necessary or appropriate by the Director, provided that such terms must be consistent with State and County procurement law.

(5) Container specifications shall be set out in the contract or in an exhibit to the contract and shall, to the extent practicable, be the same for all districts.

(6) The Contractor shall provide a quarterly report of the Contractor's monthly expenses and gross income for the quarter and such other periodic reports as the Director may require. The Contractor's books shall be open to inspection by the County.

C. Subject to Section 7(E), upon execution of a SWC Contract, the Contractor shall have the exclusive right to provide Solid Waste collection services in the District or Districts described in the Contract.

D. No SWC Contract shall be effective until approved by the BCC, approved by the County Attorney as to form, and signed by the Director and the SW Hauler. The BCC's approval of a Contract shall constitute its final action on the establishment of the system of fees applicable in the District or Districts covered by the Contract. In accordance with NMSA 1978, Section 4-56-3(F)(1971), at least twenty days' notice of the meeting at which the BCC will consider a Contract will be provided on the County's website, and notice shall also be published in a newspaper of general circulation in the County at least fifteen days prior to the meeting. Subsequent Contracts or amendments of Contracts that would, if approved by BCC, change the system of fees in a District shall be subject to the same notice and approval process.

E. If the Contractor is unable or unwilling to provide collection services as provided in its Contract, the Directors may arrange for another Contractor, non-contract SW Hauler, or the County to provide such services.

Section 8. Amendment of Ordinance No. 2014-10.

This Ordinance amends Ordinance No. 2014-10 only as follows:

A. Subject to Section 9 of this Ordinance, the Director shall perform all duties and obligations assigned to the County Manager in Ordinance No. 2014-10.

B. In the event of a conflict between the text of this Ordinance and Ordinance No. 2014-10, this Ordinance shall prevail.

C. The references to Exhibit A in Section 6(A) of Ordinance No. 2014-10 shall be deleted and replaced by Exhibits A, B, and C of this Ordinance.

D. Except as expressly provided in Sections 8(A), (B) and (C) of this Ordinance, Ordinance No. 2014-10 shall remain in full force and effect.

Section 9. Authority of County Manager.

The County Manager shall supervise the Director in carrying out the mandates of this Ordinance and may, to the extent the County Manager deems necessary or appropriate, carry out such mandates personally or delegate them to other County staff.

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

By: _____
Robert A. Anaya, Chairperson

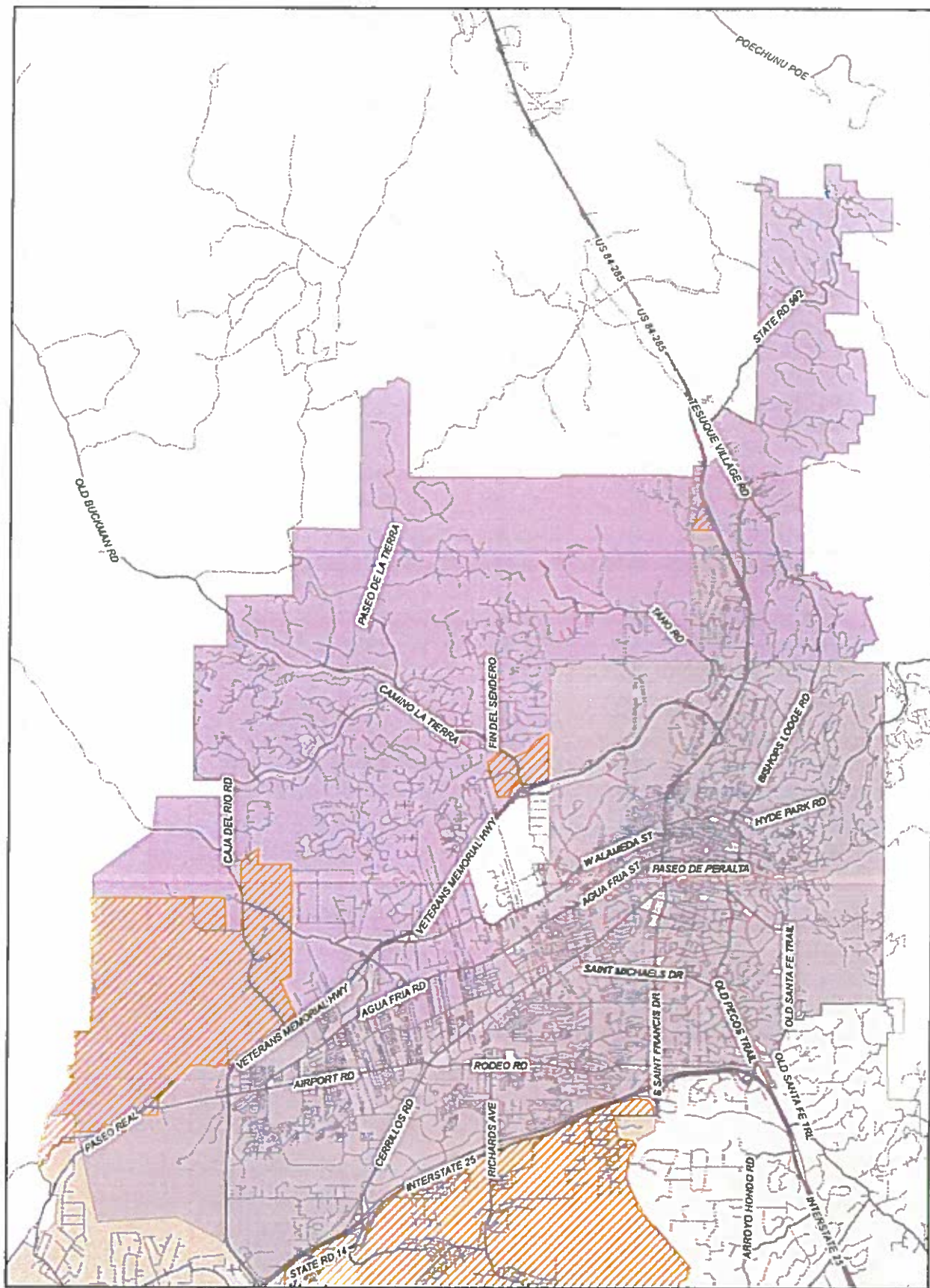
ATTEST:

Geraldine Salazar, Santa Fe County Clerk

Approved as to form:

Gregory S. Shaffer, County Attorney

Exhibit A: Solid Waste North District



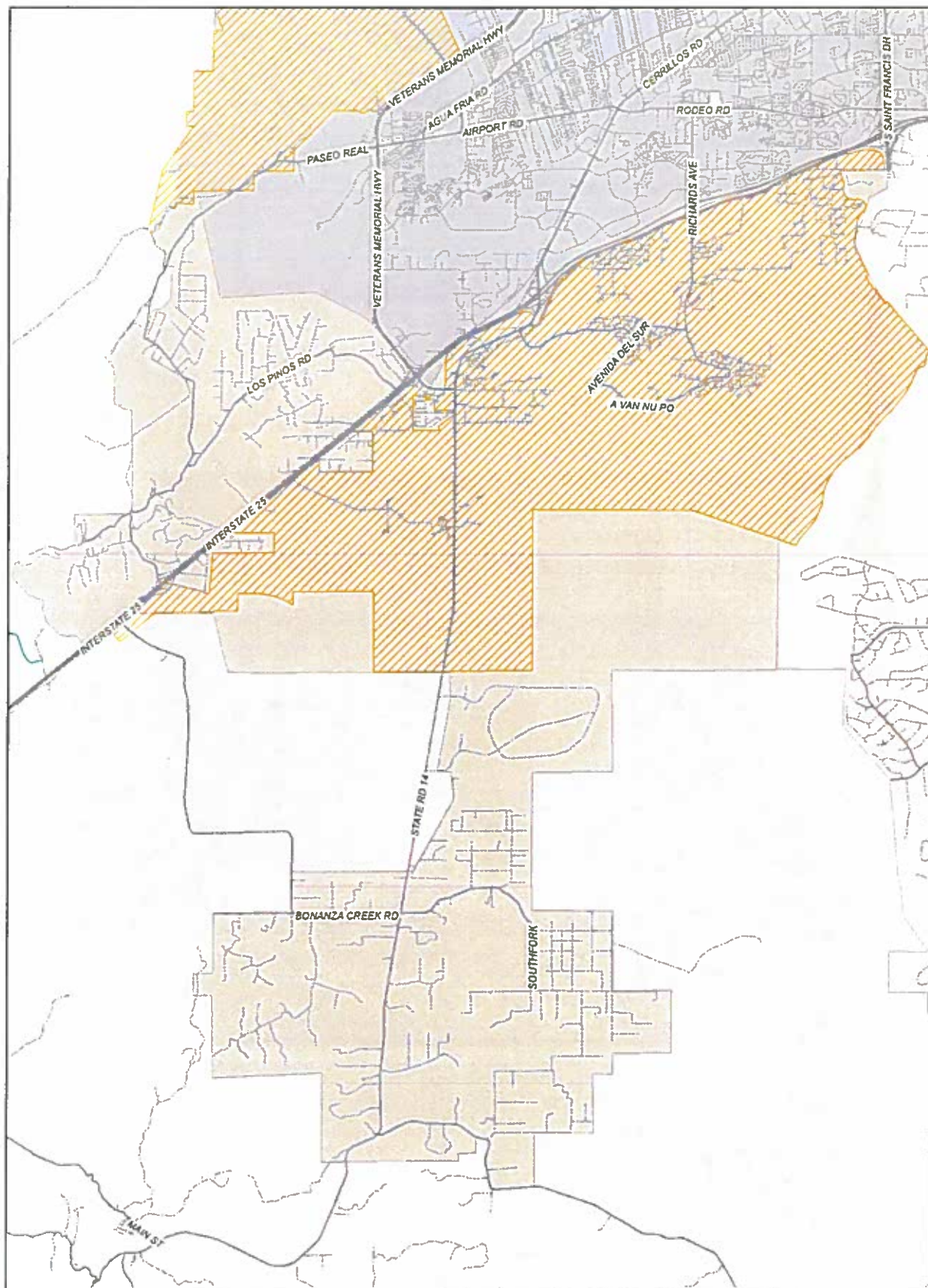
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- Major Roads
- ▨ SGMP SDA 1
- North Service District
- City of Santa Fe

April 28, 2015

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Exhibit B: Solid Waste Southwest District



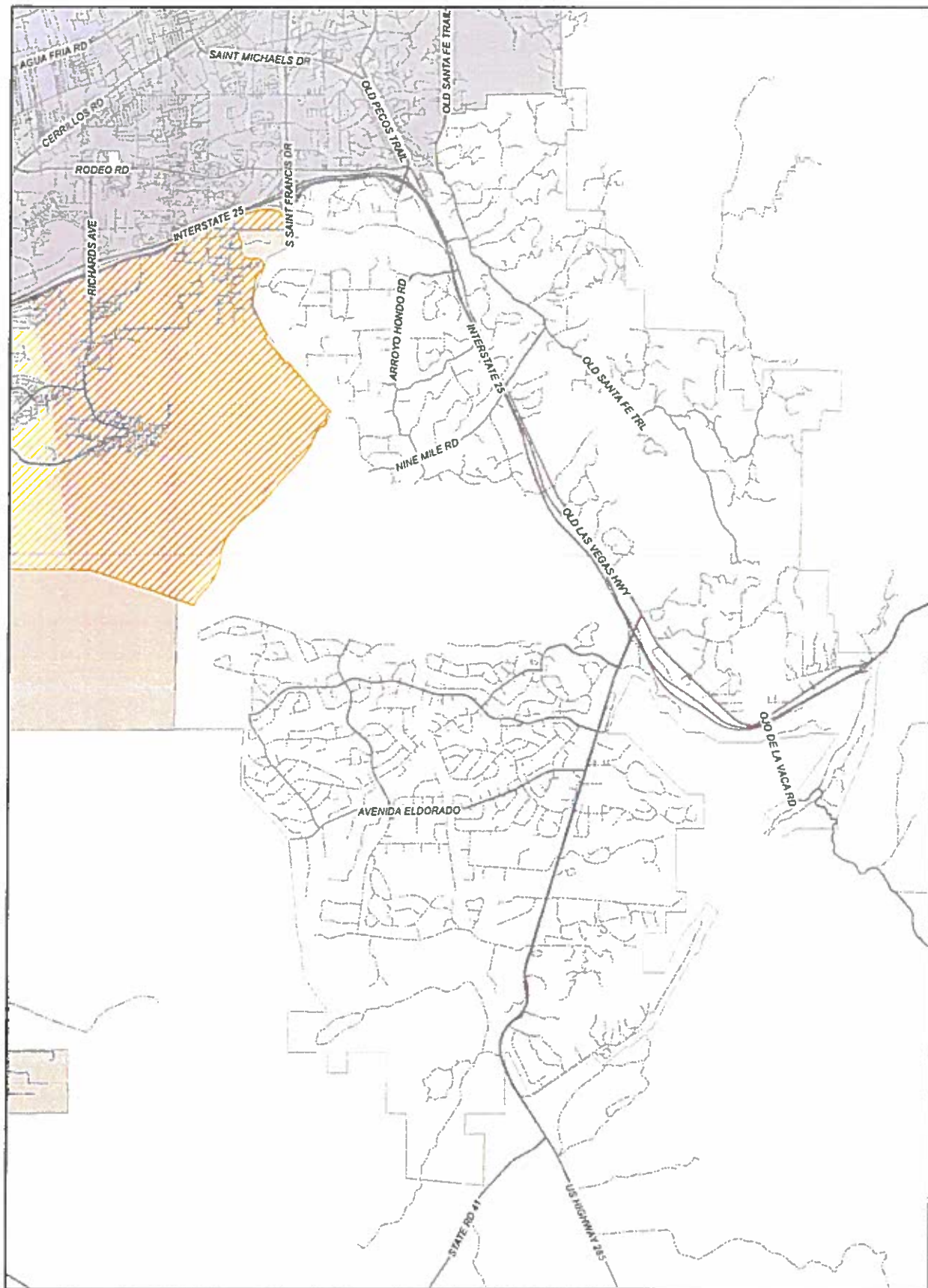
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- Major Roads
- SGMP SDA 1
- Southwest Service District
- City of Santa Fe

April 28, 2015

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Exhibit C: Solid Waste Southeast District



- Major Roads
- SGMP SDA 1
- Southeast Service District
- City of Santa Fe

April 28, 2015

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