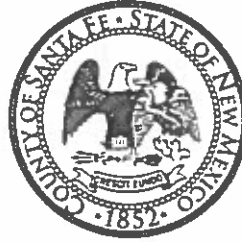


Henry P. Roybal
Commissioner, District 1

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: *August 22, 2016*

TO: *Board of County Commissioners*

FROM: *Michael Kelley, Public Works Department Director*

VIA: *Katherine Miller, County Manager* 

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

A Memorandum of Understanding Between the City of Santa Fe and Santa Fe County for Wastewater and Water Service to the St. Francis South Large Scale Mixed-Use Project (Public Works/Claudia Borchert)

SUMMARY:

This Memorandum of Understanding (MOU) between the City of Santa Fe (City) and Santa Fe County (County) allows for the St. Francis South Large Scale Mixed Use Project (St. Francis South) to receive water from Santa Fe County Utilities (SFCU) via a master meter on the City's water system and to discharge wastewater from the project's wastewater collection system into the City's wastewater collection and treatment system.

BACKGROUND:

St. Francis South is a 68.9-acre, proposed development at the southwest corner of I-25 and St. Francis Drive (Exhibits A and B in the appended MOU). The Project will consist of mixed-use spaces including offices, warehouses, medical facilities, and multi-family residential lots with a water budget of 62.81 acre-feet/year. Santa Fe County Utilities (SFCU) is ready, willing, and able to provide water and sewer service to the development, once the development constructs and dedicates the necessary infrastructure to the County and complies with other applicable SFCU requirements.

Since the property is a) outside City limits and within SDA-1, b) not within an area currently served by County water utility lines, and c) not within an area where the County can currently provide sewer treatment, the project will be served County water via a new master meter, and the sewer's collection system will discharge into the City sewer system for conveyance to the City's wastewater treatment plant.

In accordance with the process described in Sections 22-6.2 and 25-1.11 of the Santa Fe City Code ("SFCC"), the County's application to connect to the City Wastewater System and City Water

System outside of the City limits on behalf of St. Francis South was reviewed by the water/wastewater review team ("WWRT") on February 17, 2015, and resulted in this County-City MOU for consideration by both respective governing bodies.

DISCUSSION:

City and County staff continue to work collaboratively to refine the WWRT process and the MOU template. This is the first MOU in which the County's contractual water delivery right under the 2005 County-City Water Resource Agreement is included.

The MOU is scheduled to be heard by the City's governing body throughout August: Public Utilities Committee - August 3, 2016; Finance Committee - August 15, 2016; Public Works Committee- August 29, 2016; and City Council August 31, 2016.

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

ACTION REQUESTED:

Approve subject Memorandum of Understanding

Attachment:

A Memorandum of Understanding Between the City of Santa Fe and Santa Fe County for Wastewater and Water Service to the St. Francis South Large Scale Mixed-Use Project with Exhibits A-D.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SANTA FE AND SANTA FE COUNTY
FOR WASTEWATER AND WATER SERVICE TO THE ST. FRANCIS SOUTH
LARGE SCALE MIXED-USE PROJECT**

The City of Santa Fe ("the City") and Santa Fe County ("the County") enter into this Memorandum of Understanding ("MOU"), effective as of the last date written below, for a new water connection and water services via a master meter to the City's water system and for a new sanitary sewer connection and sewer services for the St. Francis South Large Scale Mixed-Use Project ("the Project"). The Project, located on Rabbit Road at the southwest corner of I-25 and St. Francis Drive, New Mexico (Exhibit A- Vicinity map), will include a County wastewater collection system ("County Collection System") owned by the County that will discharge into the City's wastewater collection and treatment system ("City Wastewater System") and a County water system ("County Water System") owned by the County that will connect to the City's water system (City Water System) pursuant to this MOU.

RECITALS

A. The City and the County entered into a "Settlement Agreement and Mutual Release of Claims" on May 19, 2008 ("Settlement Agreement"), which addressed issues of annexation in general, the presumptive city limits, and the need to "establish sensible water and wastewater utility service areas for the City and County."

B. Section 2(m) of the Settlement Agreement provides:

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

C. The Project will be located outside the "presumptive city limits," as defined in the Settlement Agreement.

D. The Project will be constructed on a 68.9-acre parcel (Exhibit A) that is further described in the attached Master Plan (Exhibit B) and Boundary Survey Plat (Exhibit C). The Project will consist of mixed-use spaces including offices, warehouses, medical facilities, and multi-family residential lots.

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

Wastewater System and the County Water System for the Project will be permitted to connect to the City Water System.

F. Pursuant to Sections 22-6.2 and 25-1.11 of the Santa Fe City Code ("SFCC"), applications to connect to the City Wastewater System and City Water System outside of the City limits are reviewed by the water/wastewater review team ("WWRT"), which consists of "City and County staff from the Water Division, the Wastewater Division, the City attorney's office, the County Attorney's Office, the Land Use Departments and the Office of Affordable Housing."

G. On December 22, 2014, the County Utility submitted a letter application ("Application") to the WWRT on behalf of Project owner requesting that the Project be connected to the City Wastewater System.

H. On February 17, 2015, the WWRT met to review the Application. The WWRT members determined that the Application was complete and that it met the requirements of Section 22-6.2. SFCC.

I. On May 3, 2016 the City determined that a concurrent request for City water service pursuant to Section 25-1.11 of the Santa Fe City Code is required as a condition of receiving City sewer service and that the source of water for the Project will be the County Utility via a master meter located at the end of the City's main water line at East Rodeo Park Drive (Exhibit D).

AGREEMENT

1. Wastewater Connection and Discharge Authorization: City Review and Approval: The County Collection System is hereby authorized to connect and discharge to the City Wastewater System as per the design and at the connection point shown on Exhibit D. Upon receiving design plans for the County Collection System, the County shall notify the City and make such plans available to the City for review and comment. At its discretion, the City may require that no discharge into the City Wastewater System occur until the City inspects the connection to verify that it meets applicable City codes, standards and requirements. All costs for the County Collection System to connect to the City Wastewater System shall be paid by the Project or County.

2. Water Connection Authorization: City Review and Approval: The County Water System is hereby authorized to connect to the City Water System as per the design and at the connection point shown on Exhibit D. The connection shall be made via a new master meter, vault, and flow restrictor (pressure sustaining valve), the design of which shall be approved by the City Water Division in a timely manner. Flow control will be required at the master meter to limit flow to a maximum 2500 gpm. The City shall own the master meter, vault, and appurtenances and the County shall own the water system on the County side of the master meter. The County will provide design plans for this project to the City in a timely manner upon receipt from Project developer. The City will not supply water from the City Water System to the County Water System at this location until all plans and inspection work have been completed and approved by

the City. The City will inspect the connection to verify that it meets applicable City codes, standards and requirements. All costs for the County Water System to connect to the City Water System including the master meter, flow restrictor (pressure sustaining valve), vault and associated appurtenances required to operate the master meter and flow restrictor shall be paid by the Project or County. The County will also be responsible for the monthly service charge for the master meter. The rates for this service charge can be found in Chapter 25 of the City Code.

3. Regulatory Oversight: The County shall be responsible for inspecting, reviewing and approving the County Collection and Water Systems and shall require the Systems to be constructed, operated, and maintained in compliance with all applicable federal, state, City and county requirements. In the event of a County Collection or Water System malfunction that creates or may create a nuisance or constitute a violation of law, the County shall correct the malfunction as soon as practicable after receiving notice thereof. The City shall have no obligation to assume any regulatory oversight responsibilities with respect to the County Collection or Water System except as necessary to enforce applicable City code and ordinances.

4. Compliance with Federal, State and Local Law: Santa Fe Homes Program. The County shall assure that any portion of the County Collection and Water System complies with all applicable federal, state, and local laws. Pursuant to SFCC §22-6.2(G), the City's Santa Fe Homes Program (SFCC §14-8.11) does not apply.

5. Metering Requirements: Billing. The County shall meter water use of the Project pursuant to SFCU Customer Service Policies adopted by Resolution No. 2012-88, as the same may be amended from time to time. The County may meter wastewater discharge directly. The County will collect the metered usage pursuant to SFCU Customer Service Policies and any wastewater discharge readings. The County will report the collected meter readings and other pertinent billing information to the City on a monthly basis for use in calculating the invoice for the wastewater and water bill to be paid by the County in accordance with the City's most current rates. The City will not bill the County for water that the County has diverted and delivered to the Project using County-owned water rights, but may impose a wheeling fee for the County's use of City-owned infrastructure in accordance with the May 8, 2013, Agreement Regarding Water, Wastewater and Solid Waste Required by the Settlement Agreement and Mutual Release of Claims.

6. Utility Expansion Charges. The County shall require its customers in the Project to pay for the benefit of the City a utility expansion charge ("UEC") under SFCC Section 22-6.6 in accordance with the following process. The County will calculate the amount of the UEC under SFCC Section 22-6.6. The County will thereafter bill and collect the final UEC from its customers based on the final calculation. The County will remit the amounts collected to the City on a monthly basis.

7. City Wastewater Service Fees. The County agrees to pay to the City the sum of the City's monthly wholesale service fees under SFCC Section 22.7, as it may be amended from time to time, for wastewater collection and treatment services provided for the wastewater discharge by the Project.

8. SFCC Section 22.9 and SFCC Section 22.10. The County agrees that the discharges from any commercial/industrial properties within the Project shall be subject to the provisions of SFCC Section 22.9, *Industrial Pretreatment Regulations and Procedures*, and SFCC Section 22.10, *Wastewater Extra Strength Surcharge Program*, as they may be amended from time to time.
9. Pre-treatment Requirements. If determined to be necessary by the City, the City will issue an industrial wastewater discharge permit under SFCC Section 22.9, in which case all permit conditions and requirements must be met by the Project or any other occupant of the property as a condition of service.
10. Wastewater Service Area. Except as otherwise authorized in separate agreements between the City and County, the County will not permit properties outside of the area for the Project shown on Exhibits "A, B, and C" to connect to the City's wastewater collection and treatment system without prior written approval from the City and County pursuant to the Settlement Agreement.
11. Water Service Area. The County will not extend water service outside of the area for the Project shown on Exhibits "A, B, and C" without first having obtained from the City an analysis of the impacts to the City's Water System that extension of the County Water System beyond the boundary may have.
12. Successors & Assigns. This Memorandum of Understanding will inure to the benefit of the Parties' successors or assigns.
13. Amendments. This MOU may be amended in writing by agreement of all the parties.
14. Effective Date and Term. This MOU shall be effective upon the signature of all the Parties and shall be perpetual; provided, however, that the County may terminate this MOU when it is willing and able to provide wastewater treatment services for the Project through its own or another wastewater treatment system; that the City may terminate this MOU for failure by the County or the Project to comply with the provisions of this MOU; and that this MOU may be terminated by either party pursuant to Paragraph 15, Bateman Act Compliance. If the City intends to terminate this MOU for failure to comply, the City shall give the County one hundred twenty days advance, written notice of termination, during which period the County shall have the right to cure the failure to comply.
15. Bateman Act Compliance. The terms of this MOU are contingent upon sufficient appropriations and authorizations being made or given by the City and County to perform under this MOU. If sufficient appropriations and authorizations are not made or given by the City or County, this MOU may be terminated or this MOU may be amended in accordance with Paragraph 14. A party's decision as to whether sufficient appropriations are available shall be accepted by the other party and shall be final.

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

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

For the City:

Javier Gonzales, Mayor
City of Santa Fe

Date

Attest:

Yolanda Y. Vigil, City Clerk

Date

Approved as to Form:

Kelley Brennan, City Attorney

Date

Oscar Rodriguez, Finance Director

Date

City of Santa Fe Clerk No: _____

For the County:

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

Date

Approved as to Form:


Gregory S. Shaffer, Santa Fe County Attorney

8-15-16
Date

Attest:

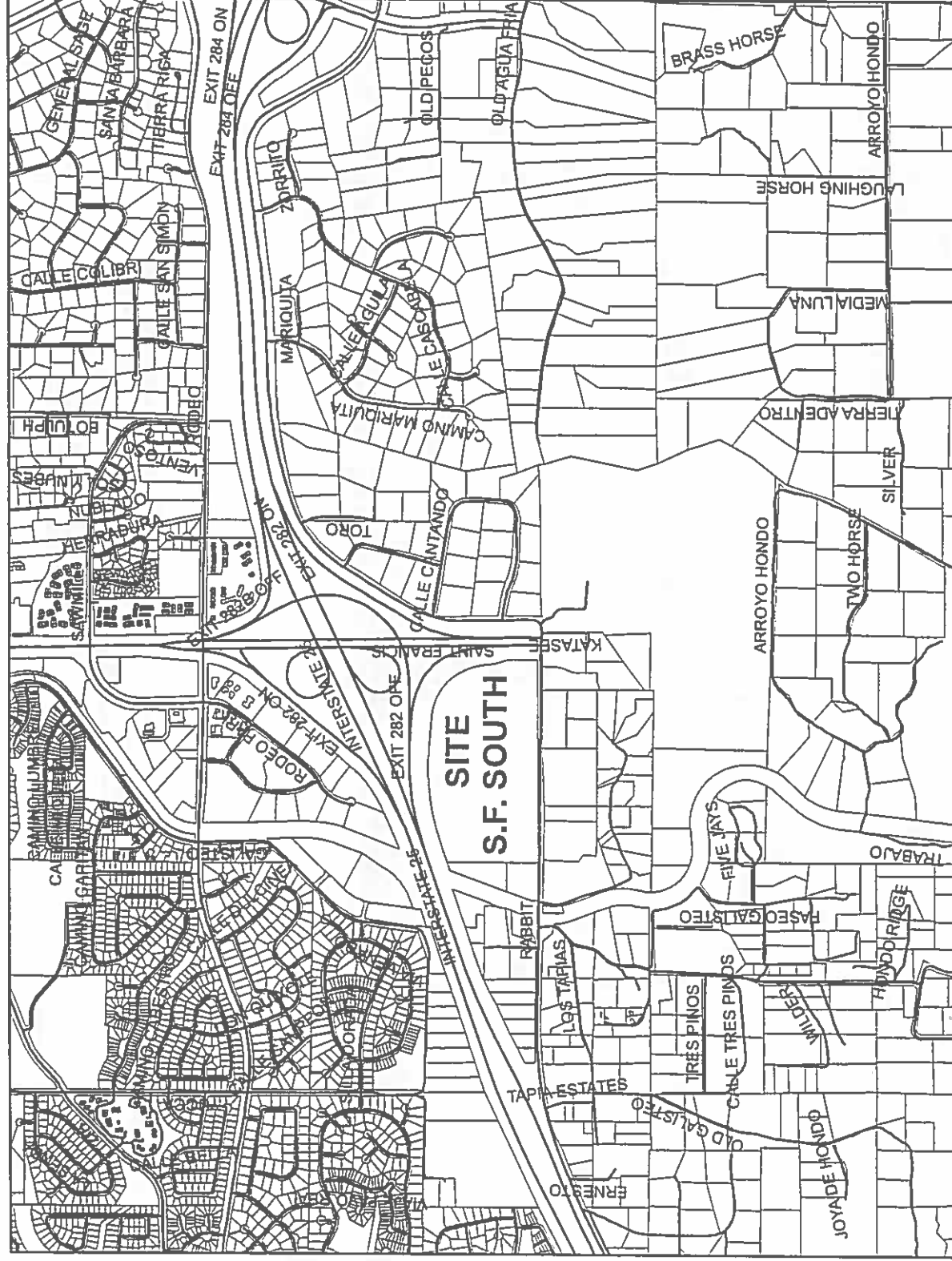
Geraldine Salazar, Santa Fe County Clerk

Date


Carole H. Jaramillo, County Finance Director

8/16/16
Date

EXHIBIT A



z 

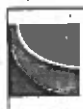
1:20,669

1 inch = 1,722 feet

SAINT FRANCIS SOUTH VICINITY MAP

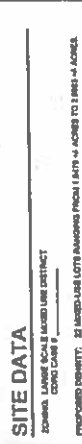


REVISIONS:	DATE	DATE	9-18-2010	CREATED BY:	PR	CREATED BY:	PM
	1-7-2011						



enknigavi

3-1

LARGE SCALE MODERN LINE DISTRICT
CORA CASE # _____



PROPOSED DENSITY: 22 MOVED-USE LOT# NUMBERS FROM 1 5479 + ACRES TO 2 5663 + ACRES

1. A TEAM WILL BE REQUIRED WITH FUTURE PHASES I, II, & III TO BUILD THE OPTIMAL ENVIRONMENT AND ADDRESS FOR THE DEVELOPMENT.
2. FUTURE PHASES ADDRESS THE PHASES DEVELOPED EARLIER ROAD CONCEPTS (REMARKS THE FEASIBILITY OF A BRIDGE, TRUCK AND A ROADABOUT).
3. THE APPROVAL IN ANIMAL, TRUCK AND WITH A COVERED RAIL OF A MINIMUM OF 15' IS REQUIRED FOR ALL ROAD PHASES (REMARKS, LATER).
4. A MAP SHOWING THE COMPLETE PHASES WILL BE CONTINUED TO COME TO AND WITHIN THE PHASES (REMARKS, LATER). THE PHASES WILL BE DEVELOPMENT PLANS IN ACCORDANCE WITH THE PHASES (REMARKS, LATER).

THE PURPOSE OF THIS MASTER PLAN IS TO ALLOW FOR LARGE SCALE MIXED USE DEVELOPMENT TO INCLUDE COMMERCIAL, RESIDENTIAL, AND COMMUNITY SERVICE

SCALE: 1"= 100'-0"

[illegible]


SAFETY APPROVAL
 Approved by the Bureau of Customs and Border Protection on 11/14/2012
 Case # 12-438

 11/14/12
 [Signature]

Approved by the County Board of Supervisors Committee at their meeting of September 18, 1964.

Wm. D. Anderson
7/15/11

J. Koldman 7-26-44

Approved by _____	Checked by _____
Creating Layout Using AutoCAD	Date _____

Approved by Katrina M. Anderson
Clerk of the Board
Date 2-18-11

County Elections Director

Authors' Contribution:

where ϕ changes by π every π and the asymptotic value of ϕ is $\pi/2$ or $3\pi/2$ depending on the sign of α . The asymptotic value of ϕ is $\pi/2$ or $3\pi/2$ depending on the sign of α .

6-16-201

Dr. J. A. Gubala

987, LLC

EXHIBIT B

EXHIBIT D

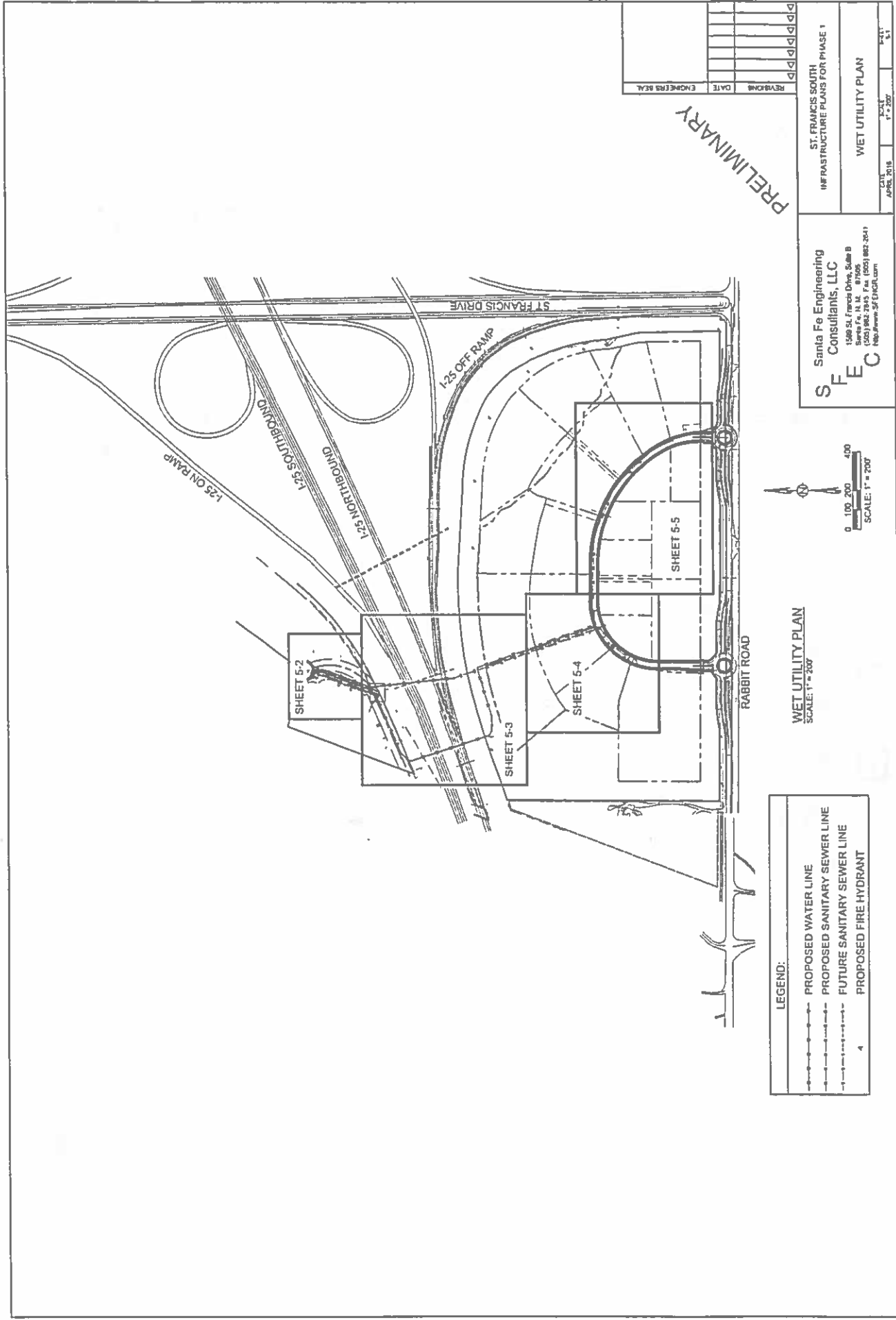
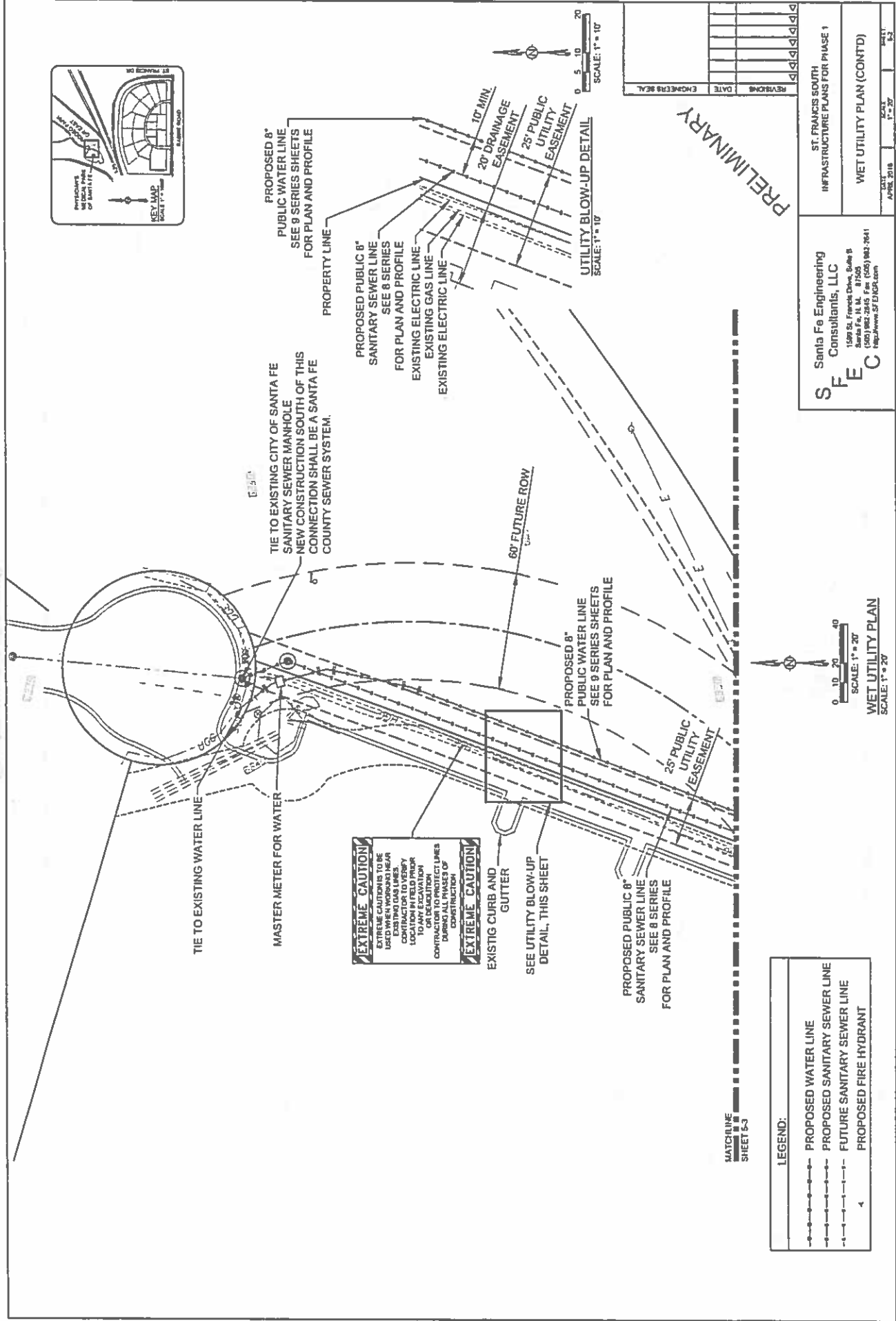


EXHIBIT D



LEGEND:

- PROPOSED WATER LINE
- PROPOSED SANITARY SEWER LINE
- FUTURE SANITARY SEWER LINE
- PROPOSED FIRE HYDRANT

WATER LINE CASING DETAIL

16" SCH 30 STEEL CASING
8" NOMINAL DIA STEEL CARRIER PIPE
CASING SPACER PER SPECIFICATIONS

14" SCH 30 STEEL CASING
8" NOMINAL DIA STEEL CARRIER PIPE
CASING SPACER PER SPECIFICATIONS

EXISTING 18" CMP
CASING SPACER PER SPECIFICATIONS
17" OUTER CORROSION

"WATER LINE CASING TO BE INSTALLED PER SANGRE DE CRISTO WATER DIVISION CONSTRUCTION SPECIFICATIONS, SECTION B.3"

SANITARY SEWER BORING DETAIL

16" SCH 30 STEEL CASING
8" NOMINAL DIA STEEL CARRIER PIPE
CASING SPACER PER SPECIFICATIONS

*SEWER LINE BORING TO BE PERFORMED IN ACCORDANCE WITH APWA SECTION 710.3

WET UTILITY PLAN
SCALE: 1" = 40'

PUBLIC ROW LINE
FUTURE PUBLIC ROW LINE
SEE 9 SERIES SHEETS FOR PLAN AND PROFILE

DRAINAGE EASEMENT LINE
25' 00" PUBLIC UTILITY EASEMENT

EXISTING ELECTRIC LINE
EXISTING GAS LINE
TO REMAIN UNDISTURBED

UTILITY BLOW-UP DETAIL
SCALE: 1" = 10'

PROPOSED 8" PUBLIC WATER LINE
SEE 9 SERIES SHEETS FOR PLAN AND PROFILE

PROPOSED 8" SANITARY SEWER LINE
SEE 8 SERIES SHEETS FOR PLAN AND PROFILE

PROPOSED 8" PUBLIC WATER LINE
PUBLIC WATER LINE SEE 9 SERIES SHEETS FOR PLAN AND PROFILE

LOT LINE
GRADING LIMITS

BORE SANITARY SEWER LINE UNDER I-25
SEE DETAIL, THIS SHEET

RUN WATER LINE UNDER I-25
IN EXISTING 18" CMP SEE DETAIL, THIS SHEET

8" STEEL CARRIER PIPE
16" STEEL CASING

8" STEEL CARRIER PIPE
EXISTING 18" CMP

MATCHLINE SHEET 5-4

MATCHLINE SHEET 5-3

APPROPRIATE MEDICAL AID OF SOUTH FLA.
KEY MAP SCALE 1" = 100'

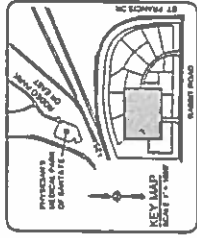
ST. FRANCIS SOUTH INFRASTRUCTURE PLANS FOR PHASE 1

WET UTILITY PLAN (CONTD)

Santa Fe Engineering Consultants, LLC
1500 St. Francis Drive, Suite B
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(505) 982-2845 Fax (505) 982-2841
http://www.sfecon.com

SFE C

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1424
Info@SFEConsultants.com

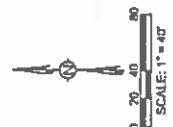






PRELIMINARY

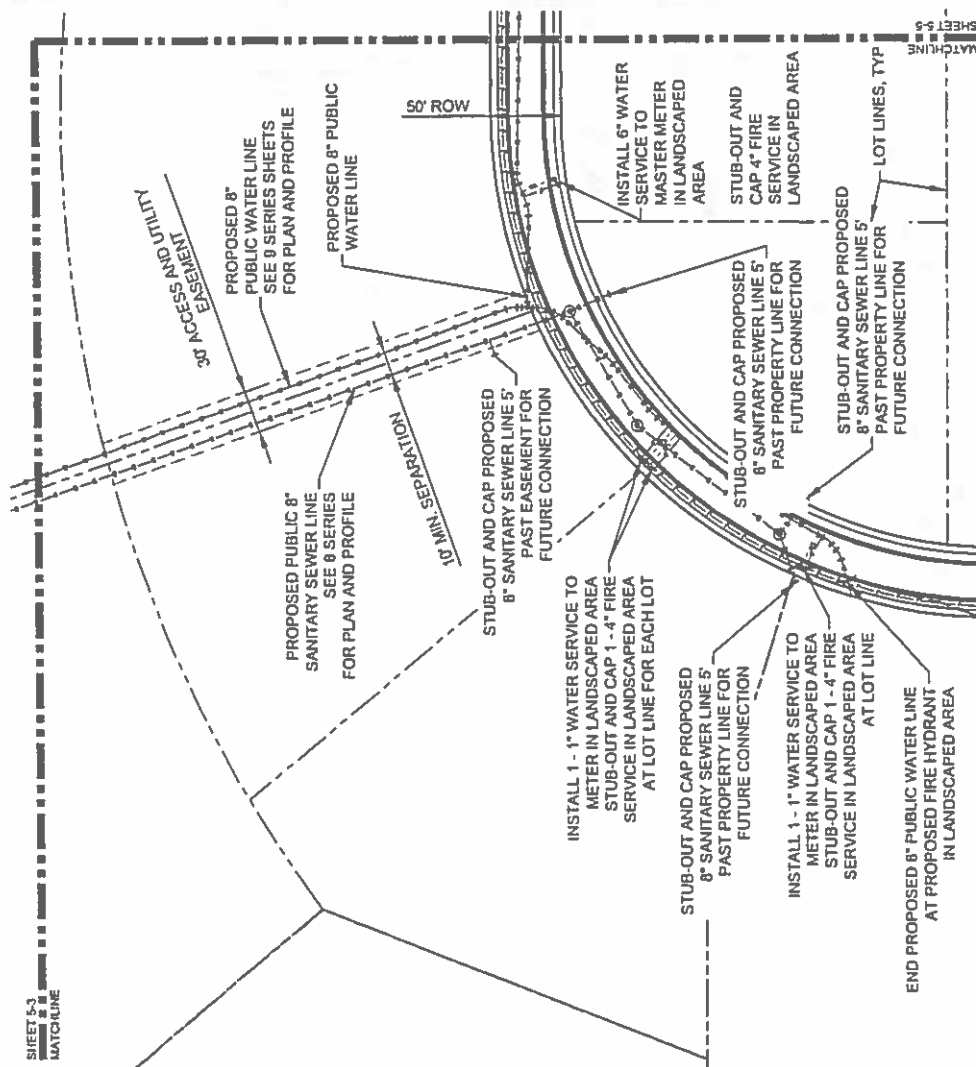
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ENGINEER'S SEAL	DATE	REVISIONS

<p>Santa Fe Engineering Consultants, LLC 11400 St. Francis Drive, Suite B San Francisco, CA 94134 (415) 962-2845 Fax (415) 962-2641 http://www.SFENGINE.com</p>	<p>ST. FRANCIS SOUTH INFRASTRUCTURE PLANS FOR PHASE 1</p>
<p>WET UTILITY PLAN (CONTD)</p>	<p>WET UTILITY PLAN (CONTD)</p>

WET UTILITY PLAN
SCALE: 1" = 40'



	PROPOSED WATER LINE
	PROPOSED SANITARY SEWER LINE
	FUTURE SANITARY SEWER LINE
	PROPOSED FIRE HYDRANT



WET UTILITY PLAN
SCALE: 1" = 40'



PRELIMINARY

	REVISIONS		
	DATE		
	ENGINEERS SEAL		

Santa Fe Engineering Consultants, LLC
1500 S.L. Francis Drive, Suite B
Santa Fe, N.M. 87505
(505) 982-7845 Fax (505) 982-2641
info@santafeeng.com

ST. FRANCIS SOUTH
INFRASTRUCTURE PLANS FOR PHASE 1

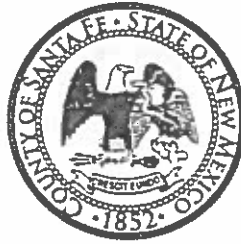
WET UTILITY PLAN (CONT'D)

1184	1185	1186	1187	1188	1189	1190	1191	1192	1193	1194	1195	1196	1197	1198	1199	1200	1201	1202	1203	1204	1205	1206	1207	1208	1209	1210	1211	1212	1213	1214	1215	1216	1217	1218	1219	1220	1221	1222	1223	1224	1225	1226	1227	1228	1229	1230	1231	1232	1233	1234	1235	1236	1237	1238	1239	1240	1241	1242	1243	1244	1245	1246	1247	1248	1249	1250	1251	1252	1253	1254	1255	1256	1257	1258	1259	1260	1261	1262	1263	1264	1265	1266	1267	1268	1269	1270	1271	1272	1273	1274	1275	1276	1277	1278	1279	1280	1281	1282	1283	1284	1285	1286	1287	1288	1289	1290	1291	1292	1293	1294	1295	1296	1297	1298	1299	1300	1301	1302	1303	1304	1305	1306	1307	1308	1309	1310	1311	1312	1313	1314	1315	1316	1317	1318	1319	1320	1321	1322	1323	1324	1325	1326	1327	1328	1329	1330	1331	1332	1333	1334	1335	1336	1337	1338	1339	1340	1341	1342	1343	1344	1345	1346	1347	1348	1349	1350	1351	1352	1353	1354	1355	1356	1357	1358	1359	1360	1361	1362	1363	1364	1365	1366	1367	1368	1369	1370	1371	1372	1373	1374	1375	1376	1377	1378	1379	1380	1381	1382	1383	1384	1385	1386	1387	1388	1389	1390	1391	1392	1393	1394	1395	1396	1397	1398	1399	1400	1401	1402	1403	1404	1405	1406	1407	1408	1409	1410	1411	1412	1413	1414	1415	1416	1417	1418	1419	1420	1421	1422	1423	1424	1425	1426	1427	1428	1429	1430	1431	1432	1433	1434	1435	1436	1437	1438	1439	1440	1441	1442	1443	1444	1445	1446	1447	1448	1449	1450	1451	1452	1453	1454	1455	1456	1457	1458	1459	1460	1461	1462	1463	1464	1465	1466	1467	1468	1469	1470	1471	1472	1473	1474	1475	1476	1477	1478	1479	1480	1481	1482	1483	1484	1485	1486	1487	1488	1489	1490	1491	1492	1493	1494	1495	1496	1497	1498	1499	1500	1501	1502	1503	1504	1505	1506	1507	1508	1509	1510	1511	1512	1513	1514	1515	1516	1517	1518	1519	1520	1521	1522	1523	1524	1525	1526	1527	1528	1529	1530	1531	1532	1533	1534	1535	1536	1537	1538	1539	1540	1541	1542	1543	1544	1545	1546	1547	1548	1549	1550	1551	1552	1553	1554	1555	1556	1557	1558	1559	1560	1561	1562	1563	1564	1565	1566	1567	1568	1569	1570	1571	1572	1573	1574	1575	1576	1577	1578	1579	1580	1581	1582	1583	1584	1585	1586	1587	1588	1589	1590	1591	1592</
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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: *August 22, 2016*

TO: *Board of County Commissioners*

FROM: *Michael Kelley, Public Works Department Director*

VIA: *Katherine Miller, County Manager* 

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

A Memorandum of Understanding Between the City of Santa Fe and Santa Fe County for Wastewater Service to Phase 2 of Tessera Subdivision (Public Works/Claudia Borchert)

SUMMARY:

This Memorandum of Understanding (MOU) between the City of Santa Fe (City) and Santa Fe County (County) allows for Phase 2 of Tessera Subdivision (Tessera 2) to discharge wastewater from the project's wastewater collection system into the City's wastewater collection and treatment system.

BACKGROUND:

The Tessera 2 development proposes to build 78 homes on 69.4-acre parcel, between Tessera-Phase 1 and NM State Highway 599 (Exhibits A-C in the appended MOU). The project's water budget is 18.72 acre-feet. Santa Fe County Utilities (SFCU) is ready, willing, and able to provide water and sewer service to the development, once the development constructs and dedicates the necessary infrastructure to the County and complies with other applicable SFCU requirements.

Since the property is a) outside City limits, and b) not within an area where the County can currently provide sewer treatment, the project's sewer's collection system will discharge into the City sewer system for conveyance to the City's wastewater treatment plant (Exhibit D in the appended MOU).

In accordance with the process described in Sections 22-6.2 of the Santa Fe City Code ("SFCC"), the County's application to connect to the City Wastewater System outside of the City limits on behalf of Tessera 2 was reviewed by the water/wastewater review team ("WWRT") on February 17, 2015, and resulted in this County-City MOU for consideration by both respective governing bodies.

DISCUSSION:

City and County staff continue to work collaboratively to refine the WWRT process and the MOU template. This MOU does not require a separate section on water delivery via a master meters, since the project will be served off the existing County water system.

The MOU is scheduled to be heard by the City's governing body throughout September. : Public Utilities Committee - September 7, 2016; Finance Committee - September 19, 2016; and City Council September 28, 2016.

If the MOU is approved by the City and the County, Tessera 2 will become a County retail water and sewer customer, and the County will pay the City for the wastewater generated within this development per the City's wholesale sewer rates.

ACTION REQUESTED:

Approve subject Memorandum of Understanding

Attachment:

Memorandum of Understanding Between the City of Santa Fe and Santa Fe County for Wastewater Service to Phase 2 of Tessera Subdivision with Exhibits A-D.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SANTA FE AND SANTA FE COUNTY FOR
WASTEWATER SERVICE TO PHASE 2 OF THE TESSERA SUBDIVISION**

The City of Santa Fe ("the City") and Santa Fe County ("the County") enter into this Memorandum of Understanding ("MOU"), effective as of the last date written below, for expansion of an existing sanitary sewer connection and sewer services for Phase 2 of the Tessera Subdivision ("the Project"). The Project is located on Via Tessera off of the NM Highway 599 West Frontage Road, Santa Fe County, New Mexico (Exhibit A- Vicinity Map). The Project (Exhibits B and C) will expand upon the existing private wastewater collection system ("Project Collection System") that currently serves Phase 1 of the Tessera Subdivision. The Project Collection System discharges into the City's wastewater collection and treatment system ("City Wastewater System" or "City System") pursuant to this MOU.

RECITALS

- A. The City and the County entered into a "Settlement Agreement and Mutual Release of Claims" on May 19, 2008 ("Settlement Agreement"), which addressed issues of annexation in general, the presumptive city limits, and the need to "establish sensible water and wastewater utility service areas for the City and County."
- B. Section 2(m) of the Settlement Agreement provides:
- The City shall provide water and wastewater service within the presumptive city limits and shall not provide water and wastewater service outside the presumptive city limits unless required by a current contract with a customer, decrees of a court, or applicable rulings of the Public Regulation Commission, unless otherwise agreed upon between the City and the County in a separate written agreement.
- C. The Project will be located outside the "presumptive city limits," as defined in the Settlement Agreement.
- D. The Project consists of 78 homes constructed on 69.4 acres (Exhibit C) and is further described in the attached Boundary Survey Plat (Exhibit B).
- E. The County currently lacks infrastructure to transmit, treat, and dispose of wastewater from the Project. The purpose of this MOU, therefore, is to set out the terms and conditions under which Santa Fe County and the Project Collection System will be permitted to connect and discharge wastewater to the City Wastewater System.
- F. Pursuant to Section 22-6.2 of the Santa Fe City Code ("SFCC"), applications to connect to the City Wastewater System outside of the City limits are reviewed by the water/wastewater

review team ("WWRT"), which consists of "City and County staff from the Water Division, the Wastewater Division, the City attorney's office, the County Attorney's Office, the Land Use Departments and the Office of Affordable Housing."

G. On January 5, 2015 Santa Fe County Utility Division submitted a letter application ("Application") to the WWRT on behalf of the Project owner requesting that the Project be connected to the City wastewater collection and treatment system.

H. On February 17, 2015, the WWRT met to review the Application. The WWRT members determined that the Application was complete and that the application met the requirements of SFCC Section 22-6.2, subject to the approval of this agreement.

AGREEMENT

1. Wastewater Connection and Discharge Authorization. The Project Collection System is hereby authorized to connect and discharge to the City Wastewater System as per the design and at the connection point shown on Exhibit D. Upon receiving design plans for the Project Collection System, the County shall notify the City and make such plans available to the City for review and comment. At its discretion, the City may require that no discharge into the City Wastewater System occur until the City inspects the connection to verify that it meets applicable City codes, standards and requirements. All costs for the Project Collection System to connect to the City Wastewater System shall be paid by the Project or County.

2. Compliance with Federal, State and Local Law; Santa Fe Homes Program. The County shall assure that any portion of the Project Collection System complies with all applicable federal, state, and local laws. Pursuant to SFCC §22-6.2(G), the City's Santa Fe Homes Program, (SFCC §14-8.11), does not apply.

3. Regulatory Oversight. The County shall be responsible for inspecting, reviewing and approving the Project Collection System and shall require the Project Collection System to be constructed, operated, and maintained in compliance with all applicable federal, state, City and County requirements. In the event of a Project Collection System malfunction that creates or may create a nuisance or constitute a violation of law, the County shall correct the malfunction or cause it to be corrected as soon as practicable after receiving notice thereof. The City shall have no obligation to assume any regulatory oversight responsibilities with respect to the County Collection or Water System except as necessary to enforce applicable City code and ordinances.

4. Metering Requirements; Billing. The County shall meter water use of the Project pursuant to SFCU Customer Service Policies adopted by Resolution No. 2012-88, as the same may be amended from time to time. The County may meter wastewater discharge directly. The County will collect the metered usage pursuant to SFCU Customer Service Policies and any wastewater discharge readings. The County will report the collected meter readings and other

pertinent billing information to the City on a monthly basis for use in calculating the invoice for the wastewater and water bill to be paid by the County in accordance with the City's most current rates. The City will not bill the County for water that the County has diverted and delivered to the Project using County-owned water rights, but may impose a wheeling fee for the County's use of City-owned infrastructure in accordance with the May 8, 2013, Agreement Regarding Water, Wastewater and Solid Waste Required by the Settlement Agreement and Mutual Release of Claims.

5. Utility Expansion Charges. The County shall require its customers in the Project to pay for the benefit of the City a utility expansion charge ("UEC") under SFCC Section 22-6.6 in accordance with the following process. The County will calculate the amount of the UEC under SFCC Section 22-6.6. The County will thereafter bill and collect the final UEC from its customers based on the final calculation. The County will remit the amounts collected to the City on a monthly basis.
6. City Wastewater Service Fees. The County agrees to pay to the City the sum of the City's monthly wholesale service fees under SFCC Section 22.7, as it may be amended from time to time, for wastewater collection and treatment services provided for the wastewater discharge by the Project.
7. SFCC Section 22.9 and SFCC Section 22.10. The County agrees that the discharges from any commercial/industrial properties within the Project shall be subject to the provisions of SFCC §22.9, *Industrial Pretreatment Regulations and Procedures*, and SFCC §22.10, *Wastewater Extra Strength Surcharge Program*, as they may be amended from time to time.
8. Pre-treatment Requirements. If determined to be necessary by the City, the City will issue a significant industrial user permit to appropriate commercial/industrial properties within the Project in accordance with SFCC §22.9, in which case all permit conditions and requirements must be met by the property owners, including their successors and assigns.
9. Wastewater Service Area. Except as otherwise authorized in separate agreements between the City and County, the County will not permit properties outside of the designated service area set forth in Exhibit B to connect to the Project Collection System without prior written approval from the City and County pursuant to the Settlement Agreement.
10. Successors & Assigns. This MOU will inure to the benefit of the Parties' successors or assigns.
11. Amendments. This MOU may be amended in writing by agreement of all the parties.
12. Effective Date and Term. This MOU shall be effective upon the signature of all the Parties and shall be perpetual; provided, however, that the County may terminate this MOU when it is willing and able to provide wastewater treatment services for the Project through its

City of Santa Fe Clerk No: _____

own or another wastewater treatment system; that the City may terminate this MOU for failure by the County or the Project to comply with the provisions of this MOU; and that this MOU may be terminated by either party pursuant to Paragraph 13, Bateman Act Compliance. If the City intends to terminate this MOU for failure to comply, the City shall give the County one hundred twenty days advance, written notice of termination, during which period the County shall have the right to cure the failure to comply.

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

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

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

City of Santa Fe Clerk No: _____

For the City:

Javier Gonzales, Mayor
City of Santa Fe

Date

Attest:

Yolanda Y. Vigil, City Clerk

Date

Approved as to Form:

Kelley Brennan, City Attorney

Date

Oscar Rodriguez, Finance Director

Date

City of Santa Fe Clerk No: _____

For the County:

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

Date

Approved as to Form:

Gregory S. Shaffer, Santa Fe County Attorney

Date

Attest:

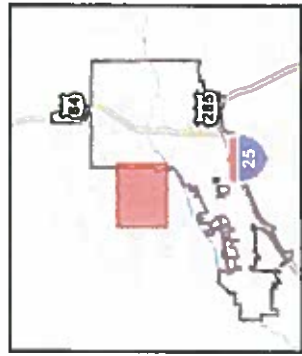
Geraldine Salazar, Santa Fe County Clerk

Date

Carole H. Jaramillo, County Finance Director

Date

Exhibit A: Phase 2, Tessera Subdivision Vicinity Map



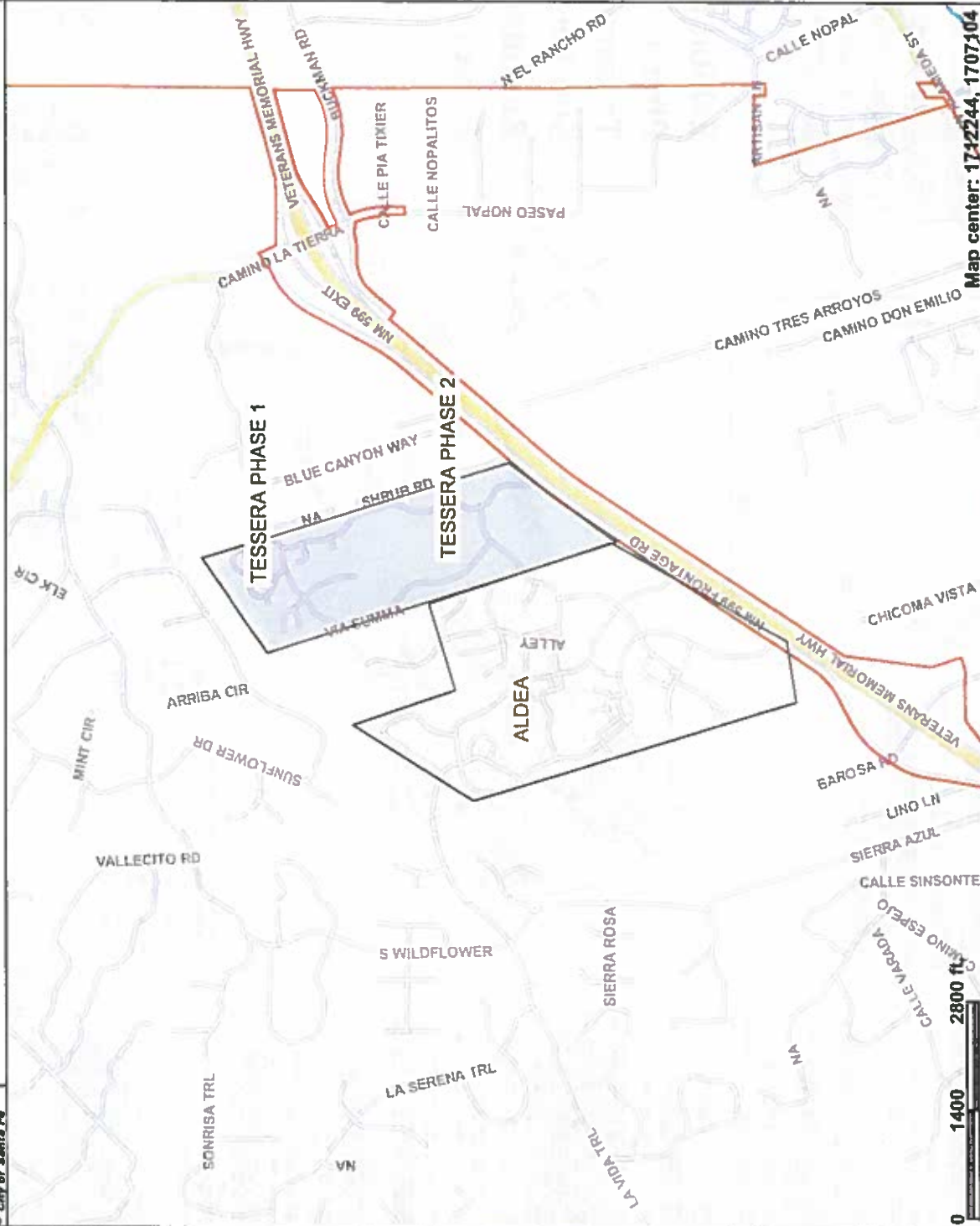
City Limits

Santa Fe River

Major Roads and Highways

Other Roads and Streets

Scale: 1:24,242



This map is a user generated static output from an Internet mapping site and is for general reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION.

PLAT-DEED REFERENCES

- 1) REFERENCE A PLAT OF SURVEY, "COUNTRY/DEED", PHASE ONE, 74 LOTS, LOTS 1-74, 74-76, 76-78, 78-80, 80-82, 82-84, 84-86, 86-88, 88-90, 90-92, 92-94, 94-96, 96-98, 98-100, 100-102, 102-104, 104-106, 106-108, 108-110, 110-112, 112-114, 114-116, 116-118, 118-120, 120-122, 122-124, 124-126, 126-128, 128-130, 130-132, 132-134, 134-136, 136-138, 138-140, 140-142, 142-144, 144-146, 146-148, 148-150, 150-152, 152-154, 154-156, 156-158, 158-160, 160-162, 162-164, 164-166, 166-168, 168-170, 170-172, 172-174, 174-176, 176-178, 178-180, 180-182, 182-184, 184-186, 186-188, 188-190, 190-192, 192-194, 194-196, 196-198, 198-200, 200-202, 202-204, 204-206, 206-208, 208-210, 210-212, 212-214, 214-216, 216-218, 218-220, 220-222, 222-224, 224-226, 226-228, 228-230, 230-232, 232-234, 234-236, 236-238, 238-240, 240-242, 242-244, 244-246, 246-248, 248-250, 250-252, 252-254, 254-256, 256-258, 258-260, 260-262, 262-264, 264-266, 266-268, 268-270, 270-272, 272-274, 274-276, 276-278, 278-280, 280-282, 282-284, 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**Exhibit D: Phase 2
Tessera Subdivision,
Connection Point to City
Sewer**

Existing Tessera Sewer
Coop Low Pressure
Sewer Line

Lugar de Jose

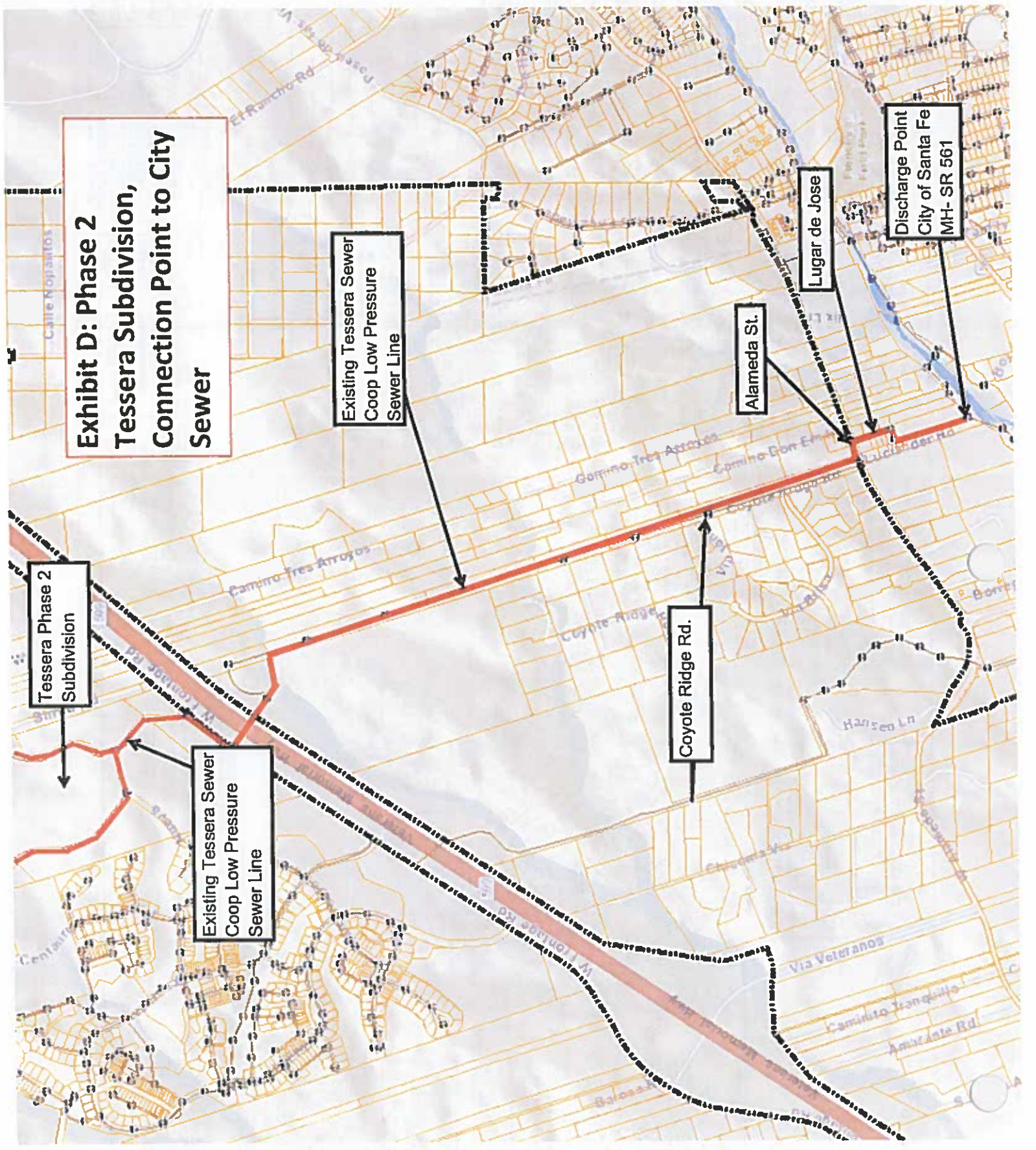
Discharge Point
City of Santa Fe
MH- SR 561

Alameda St.

Coyote Ridge Rd.

Existing Tessera Sewer
Coop Low Pressure
Sewer Line

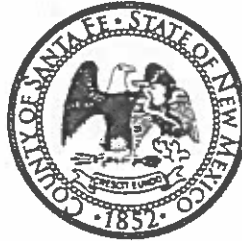
Tessera Phase 2
Subdivision



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: *August 25, 2016*

TO: *Board of County Commissioners*

FROM: *Michael Kelley, PE, Public Works Department Director*

VIA: *Katherine Miller, County Manager*

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

A Water and Wastewater Line Extension, Water Delivery and Wastewater Discharge Agreement Between Caja del Rio Holdings, LLC and Santa Fe County for an Extension of Infrastructure and Water Service (Utilities Division/Sandra Ely)

SUMMARY:

This proposed Water and Wastewater Line Extension, Water Delivery and Wastewater Discharge Agreement (Agreement) between Caja del Rio Holdings, LLC (Developer) and Santa Fe County (County) allows for the design and construction of a water line extension, a wastewater line extension, water service, and wastewater discharge for the Senior Campus at Caja del Rio Subdivision ("Development"). Upon Utility Director acceptance (at a future date), the new infrastructure and associated easements will be dedicated to the County.

BACKGROUND:

The Developer owns 28 acres of undeveloped property on Caja del Rio Road near the intersection with the State Highway 599 Frontage Road upon which the Developer will construct water and wastewater infrastructure to serve the Senior Campus at Caja del Rio, a large scale, mixed-use senior care facility.

The total proposed water budget for the Development, including the 20% add-on required by Resolution 2006-57, is **41.33 acre-feet/year (AFY)**, the allocation for which was approved by Resolution No. 2016-80 A Schedule of New Water Deliveries for the Second Six Months of 2016 and Setting Aside Additional Water for Certain Planned Subdivision and Other County Purposes.

DISCUSSION:

At this point, the Developer is proposing to construct only the utility infrastructure backbone for the proposed, multi-lot senior care facilities. For the water line extension, the Developer is proposing to tie-in to the County's existing 12-inch water distribution line off Caja del Rio Road that serves the City Animal Shelter/Humane Society and continue the distribution line the entire length of the

property. For wastewater improvements, the Developer is constructing an 8-inch gravity sewer line, a lift station, a master meter, an 8-inch force main, and connections for each care facility building. The proposed infrastructure improvements, including easements, will be constructed at the Developer's sole expense, except for system upsizing required by the County. All infrastructure improvements will be designed and constructed to County standards.

To accommodate future growth, the Agreement requires the Developer to upsize the following infrastructure for which the County will reimburse the Developer for the material cost differential:

- A 6-inch diameter force main to an 8-inch diameter force main.
- A duplex lift station to a triplex lift station

Preliminary cost estimates indicate that the cost of upsizing the force main and the lift station are approximately \$24,000 and \$52,000, respectively.

In addition, the Developer will install a wastewater master meter at the lift station. The master meter will better enable the County to track wholesale sewer discharge to the City's wastewater system. Because of the benefit to the County, under the Agreement the County will reimburse the Developer for 50% of purchasing and the installing the master meter.

Upon completion, the Developer will offer to dedicate the improvements and easements to the County. The dedication will not be effective until it is accepted by the Utility Director.

The Agreement calls for the Developer, or future owners, to meet their obligation to provide water for each phase by paying a connection fee prior to a) recordation of the final plat or b) receiving an utility infrastructure construction permit.

ACTION REQUESTED:

Approve subject Water and Wastewater Line Extension, Water Delivery and Wastewater Discharge Agreement Water Line Extension and Water Delivery Agreement.

Attachment:

Water Line Extension and Water Delivery Agreement between Santa Fe County and Caja del Rio Holdings, LLC.

WATER & WASTEWATER LINE EXTENSION, WATER DELIVERY & WASTEWATER DISCHARGE AGREEMENT

This Water and Wastewater Line Extension, Water Delivery and Wastewater Discharge Agreement ("Agreement"), effective as of the last date set out below, is between Santa Fe County ("County") and Caja del Rio Holdings, LLC ("Developer").

Recitals

A. This Agreement governs the terms and conditions under which the Santa Fe County Utility ("Utility") will make water and wastewater service from the Utility available to the Developer to serve the Senior Campus at Caja del Rio Subdivision ("Development"), consisting of a large scale mixed use development to be utilized as a senior care facility on approximately 28 acres located in Santa Fe County, New Mexico, as shown on Exhibits A and B. Incorporated into and made a part of this Agreement by reference are the Utility Customer Service Policies ("Utility Policies") adopted by the County, including but not limited to those established by Resolution Nos. 2012-88, 2006-57, 2011-79, and Ordinances 1998-16, 2010-16, and 2014-11, as the same may be amended, superseded, or replaced from time to time; provided, however, that in event of a conflict between Sections 1 through 5 of this Agreement and the Utility Policies, this Agreement will prevail.

B. Developer is the owner and developer of the Development. Developer has requested the Utility to provide fire protection and domestic water service of up to 41.33 acre feet per year ("AFY") for the Development ("Water Budget"), which includes 20% as required by Resolution 2006-057.

C. The Developer has requested water service within the Utility's service area, but in order to physically serve the Development, the Utility's water distribution and service lines must be extended from the 12-inch line serving the Santa Fe Animal Shelter, which extends off the existing Buckman Direct Diversion 5A trunk line ("5A Line") located on Caja del Rio Road, to the Development ("Water Line Extension").

D. Developer has also requested wastewater service from the Utility. The Development shall be served by the wastewater collection system to be constructed ("Wastewater Improvements") by Developer and connected to the City of Santa Fe's ("City") wastewater collection and treatment system pursuant to the "Memorandum of Understanding Between the City of Santa Fe and Santa Fe County Allowing Wastewater Discharge From the Senior Campus at Caja Del Rio into a County Wastewater Collection System and Then into the City Wastewater Collection and Treatment System."

E. As described in detail below, Developer will at its sole expense be responsible for the following:

(1) Water Line Extension. Subject to the County's review and approval, the Developer shall at its sole expense design, construct, install, and dedicate to the County the Water Line Extension as depicted in Exhibit C and consisting of: (i) a tie-in to the Utility's

existing 12" water distribution line off of Caja Del Rio Road that serves the City Animal Shelter/Human Society complex; (ii) installation of 12" water distribution line as depicted on the Development Permit plans approved by Santa Fe County ("Approved Construction Plans"); (iii) individual service lines, service saddles, (iv) control, air/vacuum relief and isolation valves as required by the Utility; (v) fire and flushing hydrants; (vi) appropriate shut-off valves as may be necessary to safely deliver and measure water use at each building; and (viii) all other appurtenances deemed necessary by the Utility to safely, efficiently, and reliably deliver water to each facility in the Development in accordance with the Approved Construction Plans.

(2) Water Rights. Developer shall provide the Utility with connection fees in lieu of water rights to serve the Development in accordance with Section 4.

(3) Wastewater Improvements. Subject to the County's review and approval, the Developer shall at its sole expense design, construct, install, and dedicate to the County the Wastewater Improvements, as depicted in Exhibit D1 and Exhibit D2 and consisting of: (i) 8" sanitary gravity sewer as depicted on the approved construction plans; (ii) sewer manholes as depicted on the approved construction plans; (iii) a triplex sewage pump station (lift station) with dedicated line power, emergency power, pump retrieval equipment (hoist, and automated alarms); (iv) 8" force main piping as depicted on the Approved Construction Plans; (v) air/vacuum relief and isolation valves; (vi) stub-outs; (vii) separate connections for each building sewer in the Development and, (viii) all other appurtenances deemed necessary by the Utility to safely, efficiently and reliably convey wastewater from the Developer's development to the City's sanitary sewer in accordance with the Approved Construction Plans.

(4) Easements and Permits. The Developer shall at its sole expense acquire, record, and dedicate to the County such easements, permits, licenses, and all other rights as may be necessary or appropriate for the Utility to lawfully own, operate, and maintain in perpetuity the: (i) Water Line Extension from the point of connection to the existing 12" water distribution line, up to and including each individual meter box serving the Developer's buildings; and the (ii) Wastewater Improvements from the point of connection of the 8" force main to the City's sanitary sewer, including the lift station, up to and including the sewer cleanouts at the Development; to the 8" sanitary gravity sewer main. All easements shall be obtained by the Developer prior to approval of the site development plan by Santa Fe County.

F. All water lines, wastewater pipes, and related infrastructure located within the easements, permits, licenses, or other rights-of-way described in Recital E (4) ("Easements") are collectively referred to in this Agreement as "Utility Improvements." All water and wastewater service infrastructure, if any, directly connected to and extending from Developer's buildings to the meter boxes and sewer cleanouts, respectively, are collectively referred to in this Agreement as "Developer Improvements." The parties anticipate that most Developer Improvements will be constructed by subsequent lot owners.

G. As further set out below, the Water Line Extension, the Wastewater Improvements, and Utility Easements must meet or exceed applicable Utility Standards and all, except the Developer Improvements, must be dedicated or assigned to and accepted by the County before water service and wastewater discharge service may commence under this

Agreement. The Developer Improvements and all associated maintenance shall remain the property and responsibility of the Developer.

AGREEMENT

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

1. Water Line Extension and Wastewater Improvements.

1.1 General. The Water Line Extension and Wastewater Improvements consist of the design, engineering, construction and installation of all Utility Improvements and Developer Improvements in compliance with Utility and other applicable standards to assure reliable and safe delivery of water to the Development and reclamation of all disturbed surface areas to their preconstruction condition, or as required by applicable law. The reclamation requirement does not apply to the access road described in Section 1.4.3.

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

1.3 Water Line Extension Description and Features. The Utility Improvements for the Water Line Extension shall include the following features, except as otherwise determined by the Project Engineer and approved in writing by the Utility:

1.3.1 A tie into the existing 12" distribution line located off Caja Del Rio Road that serves the City Animal Shelter/Human Society complex.

1.3.2 Installation of approximately 4,200 feet of 12" distribution line, as verified by the Project Engineer and as depicted on the Approved Construction Plans.

1.3.3 Service saddles/line taps and service lines to provide service to each commercial lot in the Development.

1.3.4 Valves, service taps, fire hydrants, flush hydrants, fire service lines and meters, backflow preventers, and such other infrastructure as the Utility may require in accordance with the Approved Construction Plans and in compliance with County ordinances and resolutions and to safely and reliably provide and accurately measure water delivered to each building within the Development. The project engineer shall consult with the Utility to identify fire service line sizes and locations.

1.3.5 The Developer shall provide water distribution calculations, signed and sealed by a Professional Engineer, which demonstrate that the Water Line Extension has been properly sized to provide for sufficient fire flow and potable water demands.

1.4 Wastewater Improvements Description and Features. The Wastewater Improvements shall include the following features, except as otherwise determined by the project engineer and approved in writing by the Utility:

1.4.1 Installation of approximately 6,220 feet of 8" gravity sewer constructed of SDR 26 PVC piping material in a length sufficient to reach the lift station and as depicted on the approved construction plans.

1.4.2 Installation of approximately 20 sanitary gravity sewer manholes, meeting County standards.

1.4.3 An all-weather road capable of supporting sewer cleaning equipment (tandem axel jet-rodder/vac-truck) along the entire route of the gravity sewer line.

1.4.4 A triplex sewage pump station (lift station) constructed to County standards and with submersible Flygt sewage pumps, automated alternating lead/lag pump control system with pump protection and alarms, ball-type check valves, plug-type isolation valves, an epoxy coated concrete wet well, dedicated electrical power supply sufficient to operate the triplex lift station, diesel generator emergency (backup) power supply with automated transfer switch gear and capable of powering three pumps and control circuits at the same time, pump retrieval equipment (stationary hoist with electric winch), piping provisions for by-pass pumping from the wet well using the force main, automated alarms with auto dialer operating on a dedicated phone service (or other Utility approved alarm system), and volumetric flow meter to measure the volume of wastewater discharging from the pump station. The lift station site shall provide sufficient area (not less than thirty feet by thirty feet) and a suitable road surface to allow access to the wet well by a tandem axel jet-rodder/vac-truck and other similar service vehicles. The lift station shall be enclosed by an 8' chain-link fence with a 20' (double opening) gate. Items listed in this section are not inclusive of all of the requirements for construction of the lift station, but are detailed in the Approved Construction Plans.

1.4.5 Installation of approximately 3,200 feet of 8" force main piping as depicted on the Approved Construction Plans and in sufficient length to reach the point of connection to the City of Santa Fe's sewerage system. Developer shall use high density polyethylene (HDPE) piping (8" I.D. or greater) for the crossing beneath the Santa Fe River installed by a directional boring machine.

1.4.6 Air/vacuum relief and isolation valves specific for wastewater force main use.

1.4.7 Developer will place an 8" stub-out in the first gravity manhole upstream of the lift station, as depicted in the Approved Construction Plans.

1.4.8 Separate connections for each building sewer line in the development.

1.4.9 All other appurtenances deemed necessary by the Utility or project engineer to safely, efficiently and reliably convey wastewater from the Developer's project to the City's sanitary sewer, as depicted in the Approved Construction Plans.

1.4.10 Sewer Master Meter and Reimbursement. Developer will install a sewer master meter at the lift station. The Utility shall reimburse Developer for fifty percent (50%) of the actual direct labor and material costs associated with the installation of the lift station master meter, subject to Developer installing the master meter in compliance with this Agreement and the Utility's review and approval of all relevant contractors' bids and pricing and of all relevant contracts and change orders. Prior to the start of construction and subject to review and approval by the Utility, Developer shall deliver to the Utility a certified engineer's cost estimate that calculates the total labor and material costs of installing the master meter. After construction is complete and final testing and acceptance of the master meter by the Utility, Developer shall be reimbursed by submitting an invoice certified by a professional engineer that details the actual labor and material cost for the installation of the stub-outs. The invoice shall be subject to review and approval by the Utility and shall be based on the actual costs incurred by Developer, as reflected in the contractor's certified final executed pay application. The Engineer's certified cost estimate has determined the cost for the 8" sewer master meter to be \$13,000.00. As stated above, the County shall reimburse the Developer \$6,500.00 for half of the proposed cost of the sewer master meter. This dollar amount will be subject to a "True-Up" upon review and approval of the Engineer's certified invoice.

1.4.11 The Developer shall provide wastewater calculations, signed and sealed by a Professional Engineer, which demonstrate that the Wastewater Improvements have been adequately designed to deliver the wastewater that is generated by the development to the City's wastewater system. This is to include a "runout" model from the lift station to the point of connection to the City's wastewater system and consideration to ensure that the gravity sewer and the force main achieve self-cleaning velocities.

1.4.12 Force Main Upsizing and Reimbursement. The parties agree that a 6" diameter force main, constructed to the Utility's standards, would be sufficient to serve the Development. However, in accordance with Utility Policies, the Utility is requiring the Developer to upsize the force main to an 8" diameter. The Utility shall reimburse the Developer for the actual direct material cost difference associated with the upsize requirement, subject to Developer constructing the force main in compliance with this Agreement and the Utility's review and approval of all relevant contractors' bids and pricing and of all relevant contracts and change orders. Prior to the start of construction and subject to review and approval by the Utility, the Developer shall deliver to the Utility a certified engineer's cost estimate that calculates the total material costs for installing the minimum 6" force main required to serve the Development and the upsized 8" force main required under this Agreement. After construction is complete and final testing and acceptance of the 8" force main by the Utility, the Developer shall be reimbursed by submitting an invoice certified by a professional engineer that details the actual material cost for the installation of the 8" force main. The invoice shall be subject to review and approval by the Utility and shall be based on the actual costs incurred by the Developer, as

reflected in the Contractor's certified final executed pay application. The Engineer's certified cost estimate has determined the reimbursement cost for upsizing from a 6" force main to an 8" force main to be \$23,737.09. This dollar amount will be subject to a "True-Up" upon review and approval of the Engineer's certified invoice. In the event the upsize cost reflected in the Engineer's certified invoice exceeds 115% of the Engineer's certified cost estimate, then payment of the overage shall be subject to review and approval by the Utility. No additional compensation for upsizing will be considered for labor and equipment, as these costs are inconsequential to the upsizing.

1.4.13 Sewer Lift Station Upsizing and Reimbursement. The parties agree that a duplex lift station, constructed to the Utility's standards, would be sufficient to serve the Development. However, in accordance with Utility Policies, the Utility is requiring the Developer to upsize to a triplex lift station. The Utility shall reimburse the Developer for the actual direct material cost associated with such upsizing, subject to Developer constructing the triplex lift station in compliance with this Agreement and the Utility's review and approval of all relevant contractors' bids and pricing and of all relevant contracts and change orders. Prior to the start of construction and subject to review and approval by the Utility, the Developer shall deliver a certified engineer's cost estimates of installing the minimum duplex lift station and the upsized triplex lift station required under this Agreement. After construction is complete and final testing and acceptance of the triplex lift station by the Utility, the Developer shall be reimbursed by submitting an invoice certified by a professional engineer that details the actual material cost for the installation of the triplex lift station. The invoice shall be subject to review and approval by the Utility and shall be based on the actual costs incurred by the Developer, as reflected in the Contractor's certified final executed pay application. The Engineer's certified cost estimate has determined the reimbursement cost for upsizing from a duplex lift station to a triplex lift station to be \$52,237.40. This dollar amount will be subject to a "True-Up" upon review and approval of the Engineer's certified invoice. In the event the upsize cost reflected in the Engineer's certified invoice exceeds 115% of the Engineer's certified cost estimate, then payment of the overage shall be subject to review and approval by the Utility. No additional compensation for upsizing will be considered for labor and equipment, as these costs are inconsequential to the upsizing.

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

1.6 Oversight and Review. The Water Line Extension and Wastewater Improvements shall be supervised and overseen by a qualified project engineer. The Project Engineer shall formally submit to the Utility for review and approval the designs for the Water Line Extension and Wastewater Improvements at the 30%, 60%, 90%, and 100% stages of completion and shall

submit the project specifications at the 90% and 100% stages of completion. Utility approval shall not be unreasonably withheld. The Utility will issue written comments at each stage of the design. Upon its approval of the 100% final design, the Utility shall issue a final written design approvals for the Water Line Extension and Wastewater Improvements in the form of Mylar construction documents, prepared by the project engineer and signed by appropriate County representatives. To ensure that the Utility is fully informed at all stages of the Projects, the Project Engineer shall meet and confer with the Utility on a regular basis.

1.7 Cost Estimate. The Project Engineer shall provide along with the submissions required under Section 1.6 above at the 100% design stage separate cost estimates for the Water Line Extension and Wastewater Improvements. The Project Engineer's total cost estimates shall be based on the engineer's itemized cost estimates for the entire project under consideration.

1.8 Construction.

1.8.1 General. As used in this Agreement, "Construction" includes the construction, installation, testing, and final certified documentation of the as-built conditions of the Utility Improvements.

1.8.2 Commencement. Construction shall not commence until after: (i) the Utility has issued its final written approval of the Utility and Developer Improvements design; (ii) the project review fee required under Section 6.4.4 has been received by the Utility; (iii) the Developer has acquired permits and Utility Easements; (iv) the Developer has demonstrated to the Utility's satisfaction that the Construction will be carried out and supervised by a professional contractor who possesses a valid New Mexico Utility Contractor's license and who is bonded or who can provide other financial assurance in a form acceptable to the Utility; (v) the final plat for the Development has been approved by the County and filed in the records of the County Clerk; and (vi) the Utility issues a letter authorizing the Developer to proceed to construction.

1.8.3 Inspections. The Utility shall have the right, but not the obligation, to observe and inspect the Construction as it progresses and may in its discretion require Utility staff to be present at critical stages. However, before backfilling over any segment of Utility Improvements that has been finally constructed and installed, the project engineer shall contact the Utility and arrange for a final inspection. The Utility shall promptly send an inspector who shall authorize the backfilling of the segment or shall provide the project engineer a written list of items to cure prior to backfilling. The Utility may require re-inspection of the segment prior to backfilling. Prior to the construction of the access road, a video inspection of the gravity sewer pipe shall be performed prior to County acceptance. All defects identified during the inspection shall be corrected by the Developer to the County's satisfaction prior to issuing the Certificate of Completion.

1.8.4 Change Orders. Changes to the Approved Construction Plans necessitated during construction by unforeseen conditions or other factors may be proposed by either the Developer or the Utility. No change orders shall be implemented until they are reviewed and approved, in writing, by the Project Engineer and the Utility.

1.8.5 Supervision. The Project Engineer shall supervise all construction.

1.8.6 Field Testing. The Utility Improvements shall be field-tested using a certified testing laboratory (where applicable) and test results shall be issued under the seal of the Project Engineer. Tests shall be performed and reported in accordance with applicable standards and using forms provided by the Utility, where applicable, and promptly reported to the Utility. All testing results must be reviewed and approved by the Utility. The Utility shall have the right, in its discretion, to require additional testing that it deems reasonably necessary or reasonably advisable based on observed conditions before, during, or after construction. Developer shall be responsible for the cost of any such additional testing.

1.8.7 Documentation of As-Built Utility Improvements. The Project Engineer shall provide the Utility with complete, final, and certified record (as-built) drawings, along with a letter of certification stating that all Utility Improvements have been completed in accordance with the approved drawings and specifications, and all pre-approved change orders. In addition, the following documentation shall be submitted for each project (as applicable): disinfection results, hydrostatic pressure test results, bacteriological test result, backfill compaction densities, concrete strength test results, and lift station startup report. All as-built data shall be provided in hard copy (24" x 36"), electronically in CADD and PDF formats, with index and cover map.

1.8.8 Certificate of Completion: Warranty: Bond. Following final completion of all construction, inspection, documentation and approval of the Utility Improvements, the Utility shall issue a Certificate of Completion to the Project Engineer. The Developer's contractor shall warrant to the Developer and the Utility that the Utility Improvements shall be and remain free from defect in materials and workmanship for a period of one (1) year after the date of the issuance of the Certificate of Completion. In addition, the Developer shall provide or shall require the Project Engineer or construction contractor, or both, to provide a Maintenance Bond, issued within the State of New Mexico, or an irrevocable letter of credit to guarantee any and all work performed pursuant to this Agreement against defective materials and workmanship for a period of one year. The amount of the maintenance bond or irrevocable letter of credit shall be 10% of the sum of the Project Engineer's total cost estimates at the 100% design stage submitted pursuant to Section 1.6 above. The bond or irrevocable letter of credit shall be maintained for one year beginning on the date that the Utility Director issues the Certificate of Completion.

1.8.9 End of Warranty Inspection. Ninety days prior to expiration of the bond or irrevocable letter of credit, the Utility shall contact the Developer and notify them of the requirement to perform the end of warranty inspection. The end of warranty inspection shall cover all of the Utility Improvements.

1.9 Future Refunds. In accordance with Ordinance 2010-16, the Developer shall be entitled to reimbursement of a portion of the construction costs from new customers connecting to the wastewater line extension constructed by the Developer. Developer's cost of construction used in the formula for determining each new customer's share of the cost of the sewer extension shall be reduced by the value of LEDA funds paid to the Developer by the County and any upsizing contributions by the County. Developer shall be entitled to partial reimbursement of

Developer's actual costs in constructing the water line extension (which shall exclude the County's contribution for upsizing and any grant by the County or third parties) pursuant to Customer Service Policy 16.1(H) adopted under County Resolution No. 2012-88.

2. Utility Easements.

2.1 General. The Developer shall be responsible at its sole expense for acquisition of all temporary construction and permanent Utility Easements required to construct the Water Line Extension and Wastewater Improvements.

2.2 Temporary Construction Easements. Prior to commencement of construction, the Developer shall acquire in its name such temporary construction easements as may be required to assure legal access along all segments of the Water Line Extension and Wastewater Discharge Projects for the purpose of pre-construction testing and surveying, construction of all Utility Improvements, and reclamation of disturbed areas.

2.3 Utility Easements. Prior to approval of the site development plan by Santa Fe County, the Developer shall acquire in its name assignable permanent Utility Easements for all Utility Improvements in a form acceptable to the Utility; *provided*, however, that the Utility Director may approve in writing the initial acquisition in the County's name if doing so would facilitate the acquisition or is otherwise necessary or appropriate; and *provided further*, that onsite Utility Improvements may be located within the non-exclusive utility easements required under Section 7.4.2.2 of the County Sustained Land Development Code. The offsite Utility Easements shall in totality cover and allow access on, under, over, and upon a continuous 30-foot strip of land ("Easement Area"), generally centered on the water and wastewater lines, for the purpose of operating, maintaining, repairing, and replacing the Utility Improvements in perpetuity; *provided*, however, that permits required from the New Mexico State Land Office may be for the maximum fixed term allowed by that Office. The Utility may require or agree to a wider or narrower Easement Area, in writing, based on unique circumstances. All offsite Utility Easements, except public roadway rights-of-way, are for the exclusive purpose of the Utility Improvements and shall not be used for other purposes, including cable, gas, electric and fiber optic.

2.4 Recordation. Developer shall at its expense record all temporary construction and permanent easements required under this Agreement in the records of the County clerk.

3. Dedication, Assignment, and Acceptance of Utility Improvements and Easements.

3.1 General. After Developer has fully performed Section 1 and Section 2 of this Agreement, Developer shall offer to assign and dedicate to the County the Utility Easements on which the Utility Improvements are located, the Utility Improvements, and all warranties, guarantees, and any financial assurance in forms acceptable to the Utility.

3.2 Survey Plat. The Developer shall provide a survey plat showing continuous perpetual Utility Easements, acceptable to the Utility, which include all Utility Improvements to be assigned and dedicated to the County under this Agreement. The plat shall reference all

individual grants comprising the Utility Easements by book, page, and instrument number, including an offer of dedication of the Utility Easements to the County, along with all Utility Improvements located thereon. The plat shall be recorded at the Developer's expense in the records of the County Clerk.

3.3 County Acceptance of Easement and Utility Improvements.

3.3.1 General. The assignment and dedication of the Utility Easements and Utility Improvements to the County shall not be effective unless and until they are accepted, in writing, by the County Utility Director, and such acceptance shall not be unreasonably withheld.

3.3.2 County Ownership. Upon the Utility Director's acceptance of the assignment and dedication of the Utility Easements and Utility Improvements, all right, title, and interest in the same shall vest in the County and the Utility shall thereafter be solely responsible for operating and maintaining the Utility Improvements as part of the County water distribution and sewer system.

3.3.3 Developer Ownership. Until such time as the Utility Director accepts the assignment and dedication of the Utility Easements and Utility Improvements, all right, title, and interest in the same shall remain in the Developer and the Developer shall be solely responsible for operating and maintaining the Utility Improvements.

3.3.4 Additional Conditions.

3.3.4.1. General. The Utility Director may impose additional conditions and requirements relating to any or all of the following before the Director accepts the assignment and dedication of the Utility Easements and Wastewater Improvements: (i) completion of construction of the Utility Improvements in accordance with this Agreement and the Approved Construction Plans; (ii) proof or perfection of title to the Utility Easements; (iii) assurance that sufficient warranties, guarantees, and financial assurances are in place; (iv) release of liens from contractors, subcontractors, materialmen and laborers, and assignment of contractor's warranties, if any, for the Utility Improvements; or (v) assurance that the County will have sufficient rights to guarantee for the required term legal and physical access to the Easement Area for the operation, maintenance, repair, and replacement of the Utility Improvements as part of the Utility's public water and wastewater distribution systems. The Utility Director shall not accept the dedication and assignment until all additional conditions, if any, are fulfilled to the Director's satisfaction.

3.3.4.2. Testing of Wastewater Improvements. The Developer shall video inspect all gravity wastewater piping prior to County acceptance of the Wastewater Improvements. In addition, prior to the County's acceptance of the Wastewater Improvements, the Developer shall hydro pressure test the force main from the lift station to the last plug valve at the point of connection to the City of Santa Fe. The Developer shall correct or repair any discovered defects or failures within thirty (30) days after discovering the same or within such other time as the parties may mutually agree.

3.3.4.3. Testing of Water Line Extension. Prior to the County's acceptance of the Water Line Extension, the Developer shall hydro pressure test the 12" water main in its entirety from the point of connection to the County system to the end point at Caja del Rio. The Developer shall correct or repair any discovered defects or failures within thirty (30) days after discovering the same or within such other time as the parties may mutually agree.

3.3.5 Adequate Funding. Upon commencement of construction of the Utility Improvements, the Utility Director shall request funding for the operation and maintenance of the Utility Improvements in the Public Works Department Budget. The Utility Director shall not accept the dedication and assignment of the Water and Wastewater Line Easements and Utility Improvements, in whole or in part, until such time as sufficient funds are in the Utility's budget to assure that it can safely and reliably operate and maintain the Utility Improvements.

4. Water Rights and Water Budget.

4.1 General. As a condition of water service, the Developer is responsible for assuring that the Utility has sufficient water rights, either through a water rights transfer or payment of a connection fee, to support the maximum water demand of the Development, plus 20% for reserve and loss ("Water Budget"). The Water Budget for the Development approved under this Agreement is 41.33 AFY, which the County set aside for the Development under Resolution No. 2016-6. The approved Water Budget for the Development shall not be exceeded, unless: (a) the Development's increased water use complies with Utility Policies and applicable County ordinances and resolutions; (b) the Utility Director approves the increased maximum water budget, in writing; and (c) the Developer and the County enter into an amendment of this Agreement under which the Developer shall provide either water rights or a connection fee, as determined by the Utility Director, to support the increased use. As used in this Section 4.0, "water rights" may include contractual rights conveying a perpetual right to receive water.

4.2 Connection Fee. Developer shall pay or cause to be paid a connection fee for each phase of development in lieu of providing water rights under this Agreement. The connection fee for a phase shall be the portion of the Water Budget allocated to that phase multiplied by the connection fee per acre-foot in effect at the time of payment. The connection fee in effect as of the effective date of this Agreement is \$11,000 per acre foot. The connection fee for a phase shall be paid in full prior to recordation of the final plat for that phase.

4.3 Reduction of Water Budget to Utilized Amount. On the fifth anniversary of this Agreement, if the maximum Water Budget for the Development approved under this Agreement is not fully utilized, the Development's Water Budget and the County's corresponding delivery obligation shall automatically be reduced to the utilized amount (plus 20%) unless the Utility Director approves, in writing, an extension of time in which to fully utilize the original water budget. The Director shall not unreasonably withhold such approval. If Developer has already paid the applicable connection fee but the Utility's published fee per acre foot is greater at the time Developer requests an extension of time, the Developer shall pay the difference between the prior and then current fee as a condition of receiving the extension of time. The Utility Director may approve extensions of time in up to three-year increments. If, on the fifth anniversary of this agreement, the Developer has not put any water to use for which payment has been made, the

Developer can request a refund of 80% of the connection fees paid. Upon payment of such refund, the Utility shall have no obligation to deliver water to the Development and this Agreement may be subject to termination.

5. Developer Improvements.

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

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

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

6. Water Service Scheduling and Application.

6.1 Application. Upon the Utility's issuance of a Certificate of Completion of the Utility Improvements, the Utility Director's acceptance of the Utility Easements and Utility Improvements, and Developer's payment of the connection fee pursuant to Section 4.2.1 above, application may be made to the Utility to establish customer accounts for each commercial building, residence and other building requiring water service within the Development, as applicable, up to the Development's approved maximum water budget. The application for customer accounts shall be in a form acceptable to the Utility and shall be in accordance with Utility Policies. All fees required under Section 6.4 below shall be paid before or at the time the application is filed. Applications shall be submitted at least sixty (60) days prior to the date of the requested service.

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

6.3 Account Transfer. An initial customer account established under Section 6.1 shall be transferred to the lessee or subsequent owner of the residence or building ("Individual Customer") for which Developer established an initial account in accordance with applicable Utility Policies.

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

6.4.1 Water Service Connection Fee. The connection fee for water service shall be paid by the Developer for each phase in accordance with Section 4.2 above.

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

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

6.4.4 Project Review Fee. Pursuant to Resolution No. 2011-79, Developer shall pay a project review fee to the County equal to 0.5% of the project engineer's cost estimate submitted at the 100% design stage pursuant to Section 1.6 above. The fee shall be paid to the County within 30 days after the Utility's approval of the 100% stage completion drawings.

6.4.5 Project Inspection Fee. Pursuant to Resolution 2006-57, Paragraph XII, Charges and Fees, the Developer shall pay an inspection fee to the County equal to 1.5% of project engineer's cost estimate submitted at the 100% design stage pursuant to Section 1.6 above. The fee shall be paid to the County prior to County execution of the construction mylars. A "true up" fee may be required if the actual final construction cost, including change orders, exceed the engineer's original 100% cost estimate.

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

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

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

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

6.6 Termination.

6.6.1 Automatic Termination. This Agreement shall terminate automatically: (1) on the third anniversary of this Agreement if construction of the Water Line Extension and Wastewater Improvements has not commenced as of that date; (2) on the fifth anniversary of this Agreement if the Water Line Extension and Wastewater Improvements are not 50% complete, as determined by the Utility, as of that anniversary; or (3) with written notice of termination by Developer mailed to the Utility by certified mail, return receipt requested, at any time before the Utility accepts dedication of the Utility Improvements and Water Line Extension Easement. These automatic termination dates may be extended by written agreement between the Developer and the Utility Director.

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

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

6.6.4 No Obligation to Provide Service upon Termination. In the event this Agreement terminates for any reason, the Utility shall have no obligation to provide water or sewer service to the Development.

7. Miscellaneous Provisions.

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

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

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

7.4 Indemnity. Developer shall indemnify, defend, and hold the County harmless, including its commissioners, officers, employees, contractors, and agents, from and against any and all loss, attorneys' fees, costs, claims, causes of action, and any and all other liability relating to or arising out of Developer's (including Developer's officers, employees, contractors, and agents) intentional, reckless, negligent, or otherwise tortious acts or omissions in performing or failing to perform this Agreement.

7.5 Insurance. From the commencement of the Water Line Extension and Wastewater Improvements until the term of the warranty under Section 1.8.8 of the Agreement expires, Developer shall maintain a general liability insurance policy that, at a minimum, covers bodily

injury and property damage arising out of or relating to the Water Line Extension. The policy shall have a liability limit in the amount of not less than \$1,000,000 per occurrence and name the County as an additional insured. The Developer shall provide proof of such general liability insurance acceptable to the County.

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

7.7 Integration. This Agreement sets out the complete Agreement between the parties regarding the Utility's provision of water and wastewater service to the Development, and all prior agreements and understandings, whether written or oral, are incorporated into or superseded by this Agreement.

7.8 Limitation on County Liability. As a political subdivision of the State of New Mexico, any potential liability of the County under this Agreement is limited by state law, including the Batement Act, NMSA 1978, Section 6-6-11, the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-30, the Anti-Donation Clause of the New Mexico Constitution, N.M. Const. article 9, section 14, and NMSA 1978, Section 37-1-23.

7.9 Binding Effect. This Agreement shall be binding on and inure to the benefit of any subsequent owner of the Development and any successor or assignee of the Utility.

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

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

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

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

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

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

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

To the Developer- Caja del Rio Holdings, Inc.
8814 Horizon Blvd. NE, Suite 400
Albuquerque, NM 87113

SANTA FE COUNTY

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

Date: _____

ATTEST:

Geraldine Salazar
Santa Fe County Clerk

Date: _____

APPROVED AS TO FORM:

Gregory S. Shaffer
Santa Fe County Attorney

Date: _____

APPROVED:

Carole H. Jaramillo
Santa Fe County Finance Director

Date: _____

CAJA DEL RIO HOLDINGS, LLC

By: _____ Date: _____
Name:
Title:
8814 Horizon Blvd. NE, Suite 400
Albuquerque, NM 87113

ACKNOWLEDGEMENT

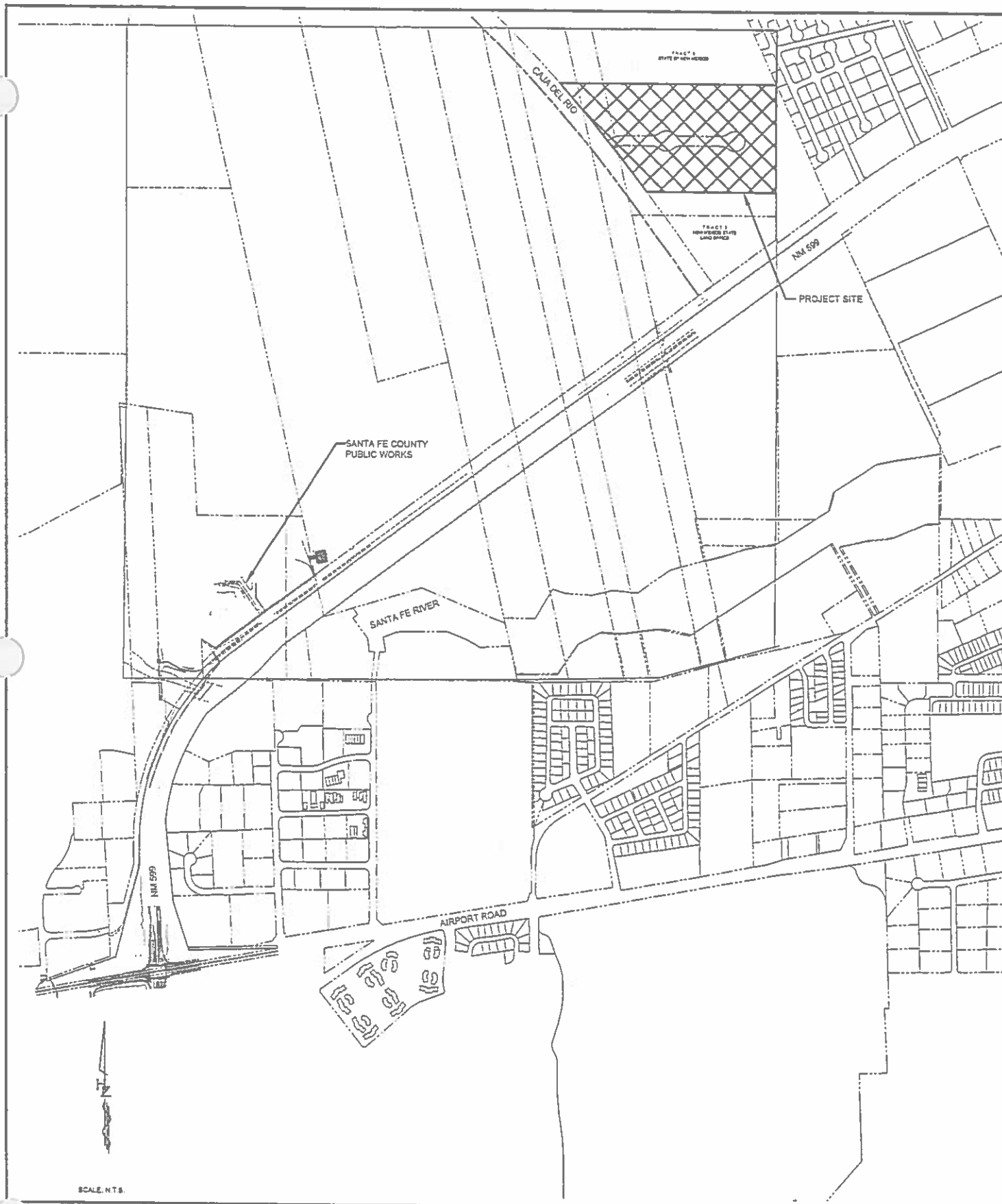
STATE OF NEW MEXICO

COUNTY OF SANTA FE

The foregoing Water and Wastewater Line Extension, Water Delivery and Wastewater Discharge Agreement was acknowledged before me on this ____ day of _____ 2015, by _____ (name), as _____ (title) of, Caja del Rio Holdings, LLC for and on behalf of said corporation.

Notary Public

My commission expires: _____



Santa Fe County

SENIOR CAMPUS @ CAJA DEL RIO
SANTA FE COUNTY

VICINITY MAP

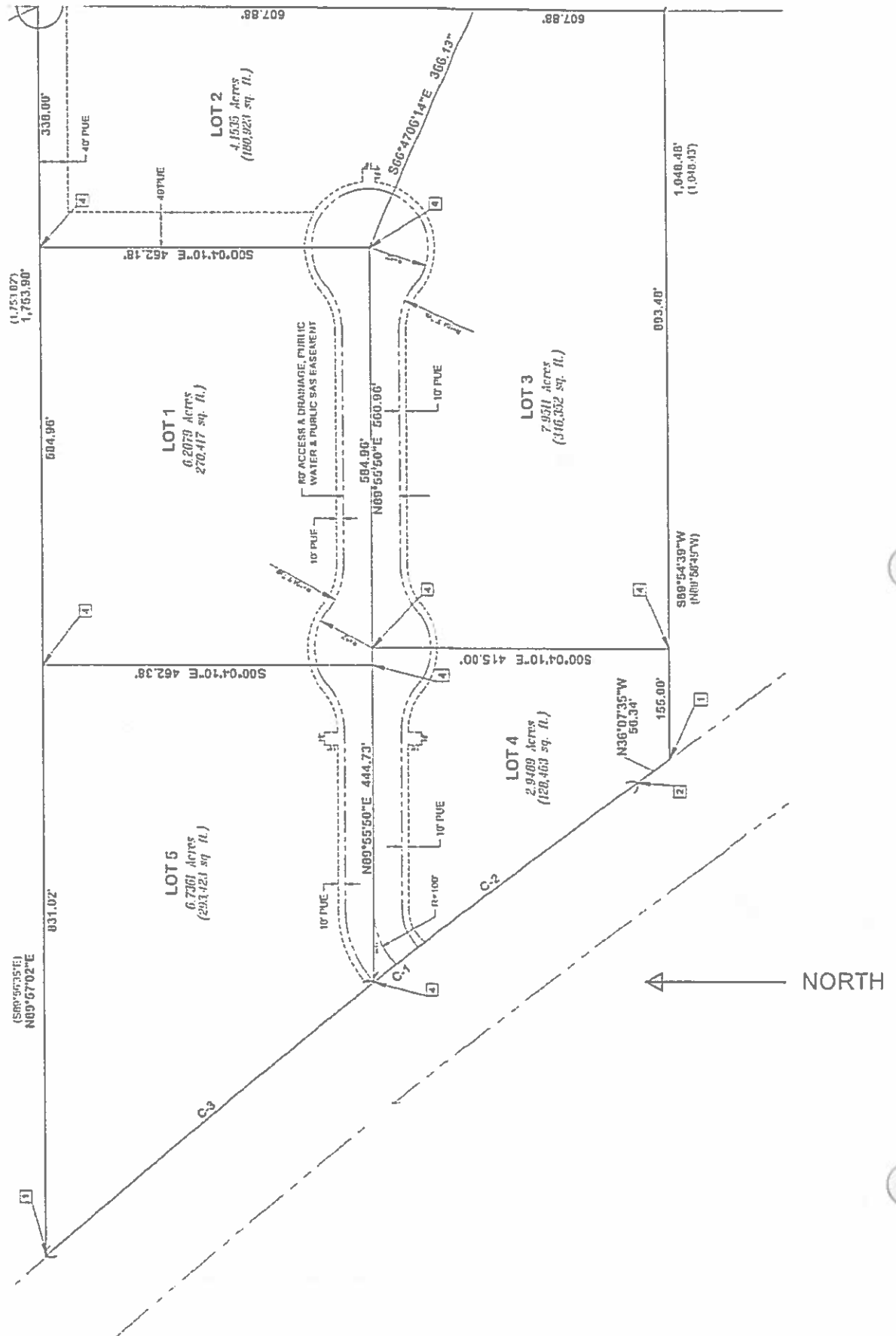
HUITT-ZOLLARS

Huitt-Zollars, Inc. Rio Rancho
333 Rio Rancho Drive NE, Suite 101
Rio Rancho, New Mexico 87124
Phone (505) 892-5141 Fax (505) 892-3259

DATE:
AUGUST 2016

EXHIBIT
A

SENIOR CAMPUS @ CAJA DEL RIO



CONNECT
TO EX. 12"
WATERLINE

EX. 12" WATERLINE

TRACT F

LOT 2

LOT 3

PROPOSED
OFFSITE
WATERLINE

T. 17 N. R. 8 E.
T. 16 N. R. 8 E.

35 36
21

1/4 CORNER

Caja Del Rio Road (150' R/W)

TRACT 3
STATE OF NEW MEXICO

SENIOR CAMPUS @ CAJA DEL RIO

PROPOSED
ONSITE
WATERLINE

NE 1/4

TRACT 2
NEW MEXICO STATE
LAND OFFICE

HIGHWAY 599 (R/W VARIES)

0 400' 800'
SCALE: 1"=400'



Santa Fe County

SENIOR CAMPUS @ CAJA DEL RIO
SANTA FE COUNTY

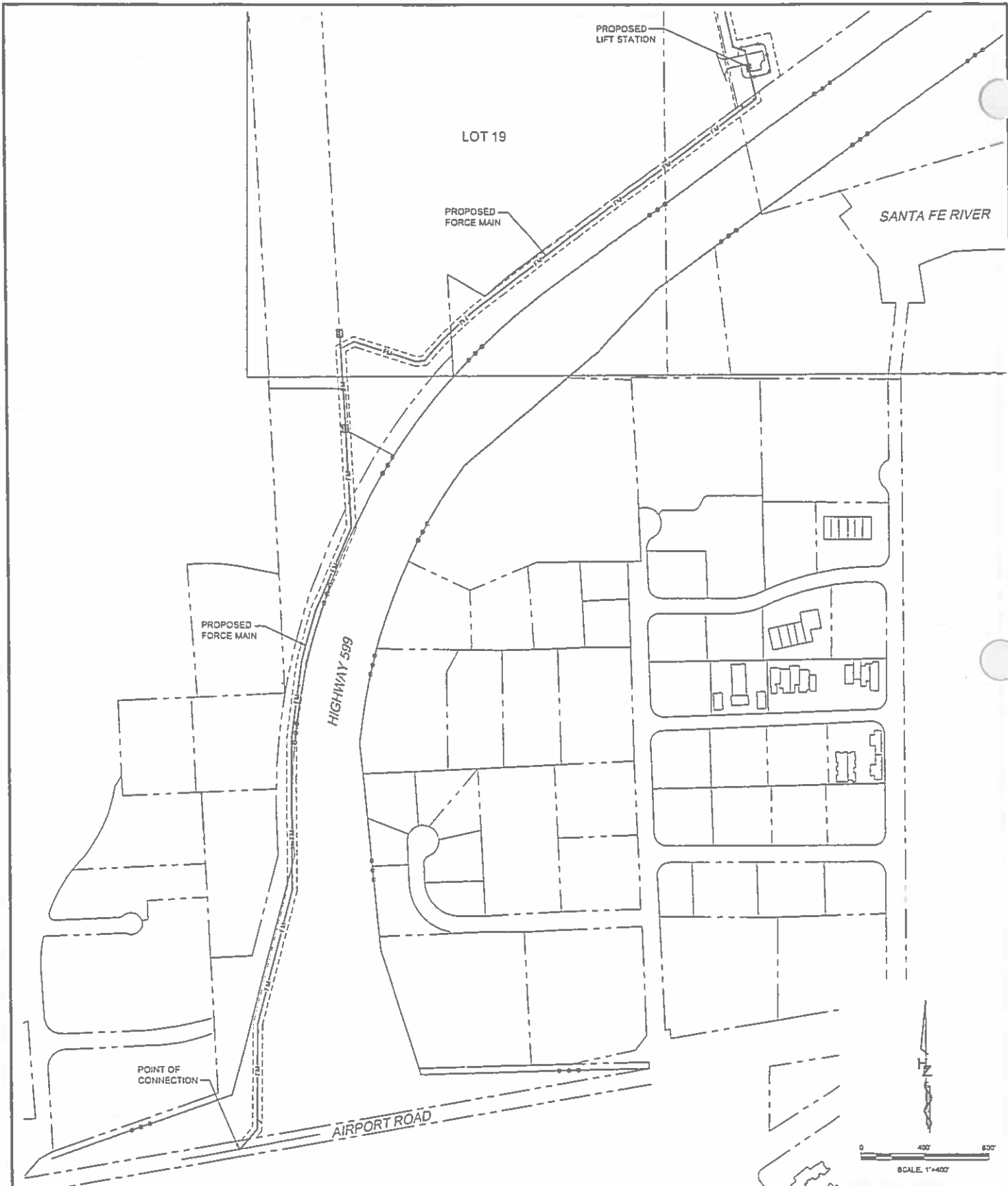
WATERLINE EXTENSION

HUITT-ZOLIARS

Huitt-Zollars, Inc. Rio Rancho
333 Rio Rancho Drive NE, Suite 101
Rio Rancho, New Mexico 87124
Phone (505) 892-5141 Fax (505) 892-3259

DATE:
AUGUST 2016

EXHIBIT
C



Santa Fe County

SENIOR CAMPUS @ CAJA DEL RIO
SANTA FE COUNTY

WASTEWATER IMPROVEMENTS

HUITT-ZOLLARS

Huitt-Zollars, Inc. Rio Rancho
333 Rio Rancho Drive NE, Suite 101
Rio Rancho, New Mexico 87124
Phone (505) 892-5141 Fax (505) 892-3259

DATE:
AUGUST

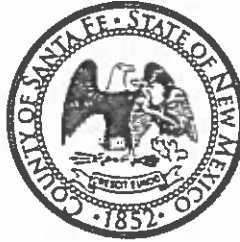
EXHIBIT
D1



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: *August 23, 2016*

TO: *Board of County Commissioners*

FROM: *Michael Kelley, Public Works Department Director*

VIA: *Katherine Miller, County Manager* 

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

**Memorandum Of Understanding Between Santa Fe County And WaterNow Alliance
Regarding A Feasibility Study And Program Development For Customer-side Leak Detection
Technology Solutions (Public Works/Claudia Borchert with Commissioner Holian)**

SUMMARY:

The proposed Memorandum of Understanding (MOU) between Santa Fe County (County) and WaterNow Alliance through Trust for Conservation Innovation (WaterNow) outlines the roles that each entity will be responsible for in a feasibility study and implementation plan to a) identify appropriate, customer-side, leak-detection technology applications and b) development of customer-side, leak-detection programs and policies for consideration by the BCC in the future.

BACKGROUND:

Santa Fe County Utilities (SFCU) customers lose approximately 2-5 million gallons annually to customer side leaks, resulting in high customer water bills and the waste of a precious resource. Additionally, approximately 10-15 hours a week of SFCU staff time is spent responding to customer-side leaks, including rereading water meters, turning off the water supply, education/outreach, customer response, and bill adjustments. Effective and early customer-side leak detection could prevent the waste of water, reduce customer bills, and use SFCU resources for other purposes.

WaterNow Alliance is a California-based nonprofit with a mission "to achieve high impact, widespread adoption of sustainable water solutions in communities compatible with a healthy environment for the future." Commissioner Holian serves on the WaterNow Alliance Board, and has been instrumental in developing the symbiotic relationship between WaterNow and SFCU.

DISCUSSION:

This MOU exemplifies how public-nonprofit partnerships can combine interests and resources to collaboratively address a local and global water conservation issue. As described in greater detail in the attachment, under this MOU WaterNow Alliance, SFCU, and other interested

stakeholders/agencies/businesses will collaborate on developing and conducting a feasibility study to identify and evaluate appropriate and cost-effective leak detection technologies. Subsequently, the partners will develop a program and associated policies to incorporate such technologies into SFCU customer service programs. It is the collaborators' intent that the program and policies developed will be transferable and useful for other water utilities.

WaterNow has garnered private funding to pay for their staff expenses in conducting the feasibility study. SFCU will provide staff resources, utility data, and a Board willing to consider adopting the resulting water-saving policies and programs.

The policy and programs developed through this partnership will be brought forward to the Water Policy Advisory Committee and the BCC for consideration in approximately nine months.

ACTION REQUESTED:

Approve subject Memorandum of Understanding

Attachment:

Memorandum of Understanding between Santa Fe County and WaterNow Alliance Regarding a Feasibility Study and Program Development for Customer-side Leak Detection Technology Solutions.

**MEMORANDUM OF UNDERSTANDING
BETWEEN SANTA FE COUNTY AND WATERNOW ALLIANCE REGARDING
A FEASIBILITY STUDY AND PROGRAM DEVELOPMENT FOR
CUSTOMER-SIDE LEAK DETECTION TECHNOLOGY SOLUTIONS**

Santa Fe County ("the County"), a political subdivision of the State of New Mexico, and WaterNow Alliance, a division of the Trust for Conservation Innovation, a California nonprofit public benefit corporation, ("WaterNow"), enter into this Memorandum of Understanding ("MOU") for a feasibility study to investigate customer-side leak detection technology solutions and produce water policies that may be implemented by the County as to improve efficient use of water, conserve energy, keep water affordable, and increase water supply sustainability and security.

RECITALS

- 1) The County and WaterNow (collectively, "Parties" or "Partners") have a number of common goals, including:
 - a) Encouraging and expanding implementation of sustainable water strategies in Santa Fe and the West;
 - b) Increasing adoption of innovative water technologies to improve water use efficiency in Santa Fe and the West;
 - c) Identifying multiple solutions for reducing water loss to utility water systems generally, and specifically determining cost-effective methods for reducing customer-side water loss from leaks;
 - d) Developing customer-side, technology-based, leak detection water utility programs and policies while establishing a framework for other water utilities in New Mexico and the West to follow when considering customer-side leak detection programs;
 - e) Establishing a cooperative partnership to develop water policies regarding customer-side leak detection by involving interested stakeholders and interested parties in the policy and program development process;
 - f) Finding financing opportunities, including federal, state and other resources, that could support the broad adoption of leak detection technology; and
 - g) Developing and implementing public communication strategies to increase awareness and support for adoption of leak detection technologies and policies.
- 2) Approximately 4% of County water utility customers experience significant customer-side water leaks, which results in the loss of between 2.4 million gallons - 5.4 million gallons of water annually on the customer-side of the meter.
- 3) Leak detection technology exists that may assist County water system customers in receiving timely notification of water line leak symptoms, particularly those customers who do not occupy their homes year-round.
- 4) The County has a longstanding interest in the development and implementation of sustainable approaches to local water use, as established in various County plans, policy directives and ordinances, including the Santa Fe County Sustainable Land Development Code (2015), the Santa Fe Basin Study:

Adaptations to Projected Changes in Water Supply and Demand (2015), Climate Change and the Santa Fe Basin: A Preliminary Assessment of Vulnerabilities and Adaptation Alternatives (2012), Santa Fe County Sustainable Growth Management Plan (2010), Santa Fe County Water Conservation Plan (2010), Santa Fe County's 40-year Water Plan (2009), and Santa Fe County's Conjunctive Management Plan for the Santa Fe Basin (2009).

5) The County has a strong interest in locating and stopping leaks in light of climate change and the need for sustainability and resiliency.

6) The County also has a strong interest in preventing waste of water and reducing the cost of water to its customers to the extent practicable, and an undetected leak represents waste and may cause a customer to owe an excessive amount on their water bill.

7) The County is responsible for the maintenance of customer-side utility infrastructure in County-owned, public, low-income housing units and early leak detection would be an asset to public-housing customers.

UNDERSTANDING

RESPONSIBILITIES OF THE PARTNERS:

A. WaterNow Alliance will, to the best of its ability:

1. Take the lead in preparing a strategic work plan outlining feasibility study elements and program development;
2. Facilitate clear and regular lines of communication with the partners and other team members;
3. Identify candidate leak detection technologies for inclusion in a proposed feasibility study;
4. With the assistance of the County, prepare a feasibility study including an outline, appropriate research, analysis, conclusions, and recommendations.
5. Work with the County in drafting leak adjustment policy or developing leak adjustment programs;
6. Identify financing strategies for policies or programs that could be implemented by the County, as well as potential sources of outside financial support, including federal, state, or nonprofit foundations;
7. Facilitate development of program performance evaluation metrics;
8. Take the lead in the development of a report documenting the Partner's efforts, findings, and results; and
9. Work together with the County in the development and implementation of an outreach strategy designed to alert customers, partners, team members, and others of the availability of a new leak adjustment policy and program, if adopted.

B. The County will, to the best of its ability:

1. Participate in the development of a strategic work plan outlining feasibility study elements and program development;

2. Participate in regular communications with the Trust and make County staff available as appropriate to participate in the effort;
3. Identify community leaders, stakeholders, and other potential partners as appropriate and necessary for the feasibility study and a leak detection policies and program;
4. Provide data on the location, frequency, and water loss volume of customer-side leaks, maps, information, and input as appropriate to support WaterNow's development of the feasibility study for the County;
5. Assist WaterNow in preparing a feasibility study;
6. Participate in the development of leak adjustment policy and program;
7. Assist in the development of program performance evaluation metrics;
8. Consult with WaterNow and share available information and data in securing any resources identified in the feasibility study as necessary to implement any County-adopted policies and programs;
9. Work together with the Trust in the development and implementation of an outreach strategy designed to alert customers, partners, and others of a leak adjustment policy and program, and implement the program if adopted and sufficient resources are provided; and
10. Work with WaterNow to share the study results with interested stakeholders.

C. Principal Contacts. Individuals listed below are authorized to act in their respective areas for matters related to this MOU.

Claudia Borchert, Santa Fe County Utilities Division Director

Cynthia Koehler, WaterNow Executive Director

D. Assignment. Neither Partner shall assign or transfer any interest or rights in this MOU without the advance written approval of the other Partner. Any attempted assignment or transfer without the other Partner's advance written approval shall be null and void and without any legal effect.

E. Amendment, modification, and termination. This MOU shall not be amended except by a written instrument executed by the Principal Contacts of the Partners; *provided*, however, that only the Board of County Commissioner may enter into an amendment requiring an appropriation. This MOU will terminate one (1) year from its effective date, subject to the Partners' right to renew this MOU for an additional one (1) year term through a written amendment entered into between the Principal Contracts renewing the term. Either Partner may terminate this MOU upon mailing written notice of termination to the other Partner.

F. Participation in Similar Activities. This MOU in no way restricts the Partners from participating in similar or related activities with other public or private agencies, organizations, and individuals.

G. No Obligation of Funds. Nothing in this MOU may be construed to obligate the Partners to any current or future expenditure of funds on any particular project or purpose, even if funds are available. Without limiting the generality of the forgoing, nothing in this MOU requires the County to budget or appropriate money to perform this MOU.

- H. No Legal Rights or Obligations.** The partners agree that this MOU does not constitute any legal admission or opinion as to the subject matter, nor does it create any legal rights, liabilities or obligations between the Partners or to third parties..
- I. Governing Law.** This MOU shall be governed by, and construed in accordance with, the laws of New Mexico.
- J. Successors and Assigns.** This MOU will inure to the benefit of the partners' successors or assigns.
- K. Entire Agreement.** This MOU represents the entire understanding between the Partners and supersedes any prior agreements or understandings with respect to the subject of this MOU. No changes, amendments or alterations to this Agreement will be effective until in writing and signed by the partners.

For the County:

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

Date

Approved as to Form:

Gregory S. Shaffer, Santa Fe County Attorney

Date

Attest:

Geraldine Salazar, Santa Fe County Clerk

Date

Carole H. Jaramillo, County Finance Director

Date

 For WaterNow Alliance:

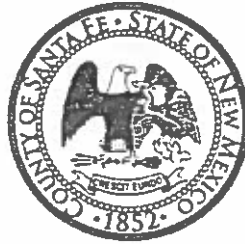
Cynthia Koehler, Executive Director

Date

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

Date: September 6, 2016

To: Board of County Commissioners

From: Penny Ellis-Green, Growth Management Director *PEG*

Via: Katherine Miller, County Manager

Re: Presentation and Possible Non-Final Direction on the Six Month Review of the Santa Fe County Sustainable Land Development Code (SLDC) and the Permit and Review Fee Ordinance.

ISSUE

On December 8, 2015, the Board of County Commissioners (BCC) approved the Sustainable Land Development Code, Ordinance No. 2015-11 (SLDC), which included a requirement to begin a review of the SLDC six months after its effective date. The SLDC became effective on January 15, 2016.

On July 26, 2016, staff presented initial proposed changes, which resulted from the application of the SLDC on projects seeking approval; staff's identified errors; and public concerns.

Those changes were sent out to the SLDC email list, available on our web page and were available at 4 area wide meetings held in August.

Staff held area meetings as follows:

- August 9, 2016, Nambe Community Center (El Norte area)
- August 16, 2016, Max Coll Community Center, Eldorado (Galisteo Area)
- August 24, 2016, Rancho Viejo Fire Station (El Centro Area)
- August 30, 2016, Edgewood Fire Station (Estancia Area)

Staff will present additional proposed changes that resulted from both the area wide meetings and staff working projects through the system.

All public comments received are being put into a database; this database is attached as Exhibit A.

In addition, at the July 26, 2016 BCC meeting the Commission requested that staff look at the Permit and Review Fee Ordinance for fees related to remodels, staff will also present proposed changes to that Ordinance.

This is an informational item only.

Staff proposed the following timeframe for amendments to the SLDC.

September 15, 2016

- Planning Commission Informational Presentation

September 27, 2016

- Request to publish title and general summary of SLDC amendments to BCC

October 20, 2016

- Planning Commission Hearing

October 25, 2016

- First BCC public hearing

November 8, 2016

- Final BCC public hearing

EXHIBITS:

Exhibit A – public comments database (9/6/16)



DC Comment Database

Tuesday, September 06, 2016

3:48:48 PM

Comment ID	First Name	Last Name	Community /Area	Code Section	Comment Category	Staff Review	Staff Recommendation
27	Warren	Thompson	Rancho Viejo	1.11.3 Permits and Approvals with Vested Rights	Opposes Proposed Change	Commentor is concerned regarding proposed language to permits & approvals and indicates that this may be in conflict with the definition of vested rights in SLDC.	Staff is proposing changes to address this issue.
28	Warren	Thompson	Rancho Viejo	6.6.7 Expiration of TIA	Opposes Proposed Change	Commentor is concerned that proposed language regarding expiration of TIA may place new mitigation burdens after development plan approval and create financial uncertainty and risk for developer.	No change
34	Katherine	Mortimer	Eldorado	7.3.3 Setbacks	Other SLDC Amendment	Commentor (chair of the Architecture Committee) requests that side setbacks be changed to 5 ft from 25 ft in Eldorado. Commentor argues that 25 ft side setbacks would make many of the existing homes non-conforming.	Exceptions have been proposed.
35	Pam	Henline	Eldorado	7.3.3 Setbacks	Other SLDC Amendment	Commentor (ECIA Board Vice President) requests that side setbacks be changed to 20 ft from 25 ft in Eldorado.	As #34

EXHIBIT

tabbster

Comment ID	First Name	Last Name	Community /Area	Code Section	Comment Category	Staff Review	Staff Recommendation
4	Charlie	Esquibel	Cuaratelez	7.11.11.4 & 7.11.11.5 No. 3 Road Design Standards	Other SLDC Amendment	Concern regarding road width requirements in SLDC. Commentor states that Cuarteles cannot accommodate 38 ft. road easements.	Staff is proposing changes to address this issue.
5	Diana	Bryer	Cuaratelez	7.11.11.4 & 7.11.11.5 No. 3 Road Design Standards	Other SLDC Amendment	Concern regarding road width requirements in SLDC. Commentor in Cuarteles indicates she would lose 10 ft. of her house if her road needed to become 38 ft.	Staff is proposing changes to address this issue.
23			Nambe	7.11.11.4.3 Standards for Land Divisions and Subdivisions Exemptions	Other SLDC Amendment	Nambe SLDC group requests that exemptions to reduce road width in 7.11.11.4.3 be applied to offsite and on-site roads.	Staff is proposing changes to address this issue.
7	Carmen	Payne	Cuaratelez	7.11.12 Driveways	Other SLDC Amendment	Concern regarding road width requirements in SLDC. Commentor concerned that her land subdivision doesn't meet the exemptions because she has no family to transfer to and therefore still has to meet the 38' easement.	Staff is proposing changes to address this issue.
8	Shirley	Madrid	Cuaratelez	7.11.12 Driveways	Other SLDC Amendment	Concern regarding road width requirements in SLDC. Cuarteles cannot accommodate 38 ft. road easements.	Staff is proposing changes to address this issue.

Comment ID	First Name	Last Name	Community /Area	Code Section	Comment Category	Staff Review	Staff Recommendation
17	David	Dougherty	Nambe Pojoaque Tesuque Basin	7.13.11.1.2 Water Conservation General Requirements	Opposes Proposed Changes	Commentor opposes SLDC revision that requires a well use reduction even for a lot line adjustment- cites the Aamodt Settlement in the Nambe Pojoaque Tesuque Basin (states there is now adequate water for the existing users, both Pueblo and non-Pueblo).	Change made to water restriction regarding Aamodt.
33	Lynn	Pickard	Tesuque Valley Community Association (TVCA)	7.13.11.1.2 Water Conservation; 7.13.11.5 Domestic Well Use Metering	Opposes Proposed Change	TVCA requests more time to review changes. TVCA opposes SLDC revision that requires a well use reduction even for a lot line adjustment- cites the Aamodt Settlement. Members concerned about "approved" well meters, & about cost of rainwater catchment reqs	As #17
22			Nambe	7.13.11.2 Outdoor Conservation	Opposes Proposed Change	Commentor requests that water conservation requirements should only be applied to new landscaping (not existing landscaping).	Staff is proposing changes to address this issue.
14	Jeffrey and Kathy	Lewellin	Sun Ranch	7.13.11.7 Water Harvesting	Supports Proposed Changes	Supports proposed changes to water harvesting and residential catchment requirements.	No change requested

Comment ID	First Name	Last Name	Community /Area	Code Section	Comment Category	Staff Review	Staff Recommendation
16	Mike	Schneider	Eldorado	7.13.11.7 Water Harvesting	Supports Proposed Changes	Supports rainwater catchment requirements, but proposes use of rainwater barrels instead of/as an alternative to costly cisterns. Commentor uses rainwater barrels and two pumice wicks which serve his property well.	No change
21	Robert	Kreger		7.14 Energy Efficiency	Other SLDC Amendment	Commentor requests that section 7.14 (HERS 70 rating) be amended to add that 3rd party verification is required at each stage of development and to require a final certification.	Staff is proposing changes to address this issue.
29	Warren	Thompson	Rancho Viejo	7.17.3 Buildable Area	Opposes Proposed Change	Commentor concerned that proposed requirement that a buildable area be identified for all lots is unnecessary for large lots and lots reserved for open space. May also create a problem with 7.17.3.2.	Staff is proposing changes to address this issue.
19	Robert	Romero	La Cienega	8.11.3.5 Community Overlay District Regulations	Other SLDC Amendment	Opposes allowing religious facilities in La Cienega as a permitted use- suggests that LC community plan predominantly expresses the intent of the community to remain agricultural and residential.	No change
6	Susan	Martin	Santa Fe County	8.12.5 Density Bonus	Other SLDC Amendment	Commentor wants reduction of minimum lot size for family transfer in AR district to be eliminated.	No change

Comment ID	First Name	Last Name	Community /Area	Code Section	Comment Category	Staff Review	Staff Recommendation
2	Nancy	Tapp	Los Cerrillos/Madrid	9.4 Los Cerrillos Community District Overlay & 9.6 Madrid Community District Overlay	Other SLDC Amendment	Concerns regarding rezoning requirements in SLDC. Dissatisfied with restrictions on small businesses in Cerrillos and Madrid	No change
32	Barbara	Briggs	Cerrillos	9.4 Los Cerrillos Community District Overlay	Other SLDC Amendment	Concerns regarding rezoning requirements in SLDC. Dissatisfied with restrictions on small businesses in Cerrillos.	No change
20	Lois	Lockwood	Eldorado	9.10 US 285 South Highway Corridor District Overlay	Opposes Proposed Changes	Commentor opposes change to use table which combines parking lots with parking garages.	Staff is proposing changes to address this issue.
10	Clint	Anderson	Madrid	10.19. Small Scale Sand and Gravel Extraction	Supports Proposed Changes	Supports restrictions on sand and gravel extraction. Requests additional restrictions on sand and gravel. Set-backs should be a minimum of 1,000 ft., duration of 2 years max, should be categories of under 5 acres and over 5 acres	No change
3	Steve	Shepherd	Madrid	10.19. Small Scale Sand and Gravel Extraction & Section 11.10 DCIs	Supports Proposed Change	Supports restrictions on sand and gravel extraction. Requests additional restrictions on sand and gravel. Set-backs should be a minimum of 1,000 ft., duration of 2 years max, should be categories of under 5 acres and over 5 acres	No change



Comment ID	First Name	Last Name	Community /Area	Code Section	Comment Category	Staff Review	Staff Recommendation
31	Karen	Yank	The Board of the Turquoise Trail Regional Alliance	10.19. Small Scale Sand and Gravel Extraction	Supports Proposed Change	Supports restrictions on gravel & sand mining. Also recommends: 1) minimum of 1,000 ft. setbacks; 2) 2-year duration for small-scale mines; 3) "under 5 acre zone" as Small Scale/DCI cutoff using external setbacks; 4) make DCI mines have 1,000 ft setbacks	No change
30	Susan	Kelly	Madrid	10.19. Small Scale Sand and Gravel Extraction	Supports Proposed Change	Madrid's Coal Slag is historical, and should remain. Supports restrictions on sand and gravel extraction. Requests: Set-backs should be a minimum of 1,000 ft., duration of 2 years max, should be categories of under 5 acres and over 5 acres	No change
18	Barbara	Briggs	Cerrillos	10.19. Small Scale Sand and Gravel Extraction & Section 11.10 DCIs	Supports Proposed Changes	Supports restrictions on sand and gravel extraction. Requests additional restrictions on sand and gravel. Set-backs should be a minimum of 1,000 ft., duration of 2 years max, should be categories of under 5 acres and over 5 acres	No change



Comment ID	First Name	Last Name	Community /Area	Code Section	Comment Category	Staff Review	Staff Recommendation
9	Cindy and Frank	Lux	Galisteo	10.19. Small Scale Sand and Gravel Extraction & Section 11.10 DCIs	Supports Proposed Changes	Supports restrictions on sand and gravel extraction. Requests additional restrictions on sand and gravel. Set-backs should be a minimum of 1,000 ft., duration of 2 years max, should be categories of under 5 acres and over 5 acres	No change
11	Kathryn	Toll	Eldorado Area	10.19. Small Scale Sand and Gravel Extraction & Section 11.10 DCIs	Supports Proposed Changes	Supports restrictions on sand and gravel extraction. Requests additional restrictions on sand and gravel. Set-backs should be a minimum of 1,000 ft., duration of 2 years max, should be categories of under 5 acres and over 5 acres	No change
12	Trevor	Burrowes	Madrid	10.19. Small Scale Sand and Gravel Extraction & Section 11.10 DCIs	Supports Proposed Changes	Supports restrictions on sand and gravel extraction. Requests additional restrictions on sand and gravel. Set-backs should be a minimum of 1,000 ft., duration of 2 years max, should be categories of under 5 acres and over 5 acres	No change



Comment ID	First Name	Last Name	Community /Area	Code Section	Comment Category	Staff Review	Staff Recommendation
13	Chuck	Norman		10.19. Small Scale Sand and Gravel Extraction & Section 11.10 DCIs	Supports Proposed Changes	Supports restrictions on sand and gravel extraction. Requests additional restrictions on sand and gravel. Set-backs should be a minimum of 1,000 ft., duration of 2 years max, should be categories of under 5 acres and over 5 acres	No change
25	Marie	Harding	Synergia Ranch	10.19. Small Scale Sand and Gravel Extraction	Supports Proposed Changes	Supports restrictions on sand and gravel extraction. Requests additional restrictions on sand and gravel. Set-backs should be a minimum of 1,000 ft., duration of 2 years max, should be categories of under 5 acres and over 5 acres	No change
15	Ross	Lockridge	Cerrillos	10.19. Small Scale Sand and Gravel Extraction & Section 11.10 DCIs	Other SLDC Amendment	Commenter indicates confusion on mining regs.set-backs should be a minimum of 1,000 ft., duration of 2 years max, should be categories of under 5 acres and over 5 acres. Clarify definitions and new terms "mining zone," "separation distance"	No change

Comment ID	First Name	Last Name	Community /Area	Code Section	Comment Category	Staff Review	Staff Recommendation
24	Ryan	Toups		10.19. Small Scale Sand and Gravel Extraction	Supports Proposed Changes	Supports restrictions on sand and gravel extraction. Requests additional restrictions on sand and gravel. Set-backs should be a minimum of 1,000 ft., duration of 2 years max, should be categories of under 5 acres and over 5 acres	No change
1	Kevin	Box	Tuquoise Trail	10.19. Small Scale Sand and Gravel Extraction & Section 11.10 DCIs	Supports Proposed Changes	Commentor supports proposed change to this section and asks for either NO gravel mining or very restricted gravel mining.	No change
26	Allyn	McCray	Rancho San Marcos	10.19. Small Scale Sand and Gravel Extraction	Other SLDC Amendment	Commentor opposes and indicates community opposition to mining in the San Marcos or Rancho Viejo Areas. Commentor indicates he represents 90 estate properties.	No change

**Santa Fe County
SLDC 6 Month Review Draft Changes
Sustainable Land Development Code**

August 2016



Public Comments

From: Kevin Box [<mailto:kevin@outsidetheboxstudio.com>]

Sent: Thursday, August 11, 2016 2:13 PM

To: Vicki Lucero; Penny Ellis-Green; Robert A. Anaya; Liz Stefanics; Kathy S. Holian; Miguel Chavez; Henry P. Roybal

Subject: Amendments to Gravel mining restrictions within the new county code

My name is Kevin Box and I am a small business owner in Santa Fe county working hard to grow our local, creative economy while preserving the characteristic beauty that is the source of our collective wealth in this region. I am a long standing board member of the Santa Fe Studio Tour and The Turquoise Trail Association. The TTA wrote the grants responsible for establishing NM 14 as a National Scenic Byway and I stand by the corridor management plan that was created in that process by local leadership, the community and its stakeholders with this mission:

"To achieve an environmentally clean, scenic corridor with managed growth and have the ability to provide travelers with an interesting, educational, recreational, cultural, historic, and natural experience."

I welcome you to learn more about this comprehensive planning that was done and recognize how gravel mining does not fit into this vision by reading the corridor management plan online at: <http://www.turquoisetrail.org/nsb/cmp.html>

Please adjust the current proposal to NOT allow gravel mining or allow it on a more restricted level to protect our scenic corridor like the following:

Requirements under Code section 10.19. Small Scale Sand and Gravel Extraction as well as those for DCIs, Section 11.10. appear strong and directive. However there are several areas we would like to see clarified in order to maintain the character of rural residents:

§ **set-backs:** the current Code allows for sand & gravel operations with *only 200 foot setbacks* from property lines, etc. I think it should be at minimum 1,000 feet.

§ **duration:** the current Code has *no time limit* on how long a sand & gravel business can operate. I believe there should be a 2 year maximum;

§ **size of operation:** the current Code separates sand & gravel operations into 2 categories - under 10 acres, and 10 or more acres. I believe they should be under 5 acres and 5 or more acres.

To inspire and be inspired,
not necessarily in that order.....

Kevin Box

Box'Studio LLC.

land: 505-471-4688

air: 505-946-8508

see: www.outsidetheboxstudio.com

www.origamiinthegarden.com

From: Nancy Tapp [mailto:nancy@carlantapp.com]
Sent: Saturday, August 06, 2016 10:51 AM
To: Vicki Lucero
Subject: Comments for SLCD

It was my personal experience trying to open a small business along HWY 14 that I became acquainted with the Sustainable Land Development Code that went into effect January 2016. The new rezoning and unreasonable regulations made it impossible for us to go ahead with our plans.

After studying the overlay of what businesses are permitted and not permitted in Los Cerrillos and Madrid I found the new rezoning and regulations to be a flagrant use of censorship and discrimination by Santa Fe County. I understand not permitting businesses that have a negative impact on the environment or a distraction along HWY 14, but not to be able to open a gallery, etc. (the list is too long to include here) And what about rezoning Madrid from commercial/residential to traditional village? That alone will eventually destroy Madrid's honest, welcoming diversity. Not only is this shocking it's unconstitutional.

What is Santa Fe County's vision here? Is it to create a tidy homogenized area void of the diverse culture that has made this county what it is? If the handful of people who are behind SLDC don't want us riff-raff along HWY

14 I suggest you move to Scottsdale.

Nancy Tapp

From: Nancy Tapp [mailto:nancy@carlantapp.com]
Sent: Sunday, August 28, 2016 4:31 PM
To: Robert Griego
Subject: Re: SLDC Public Comment

On 8/26/16, 9:46 AM, "Robert Griego" <rgriego@santafecountynm.gov> wrote:

Dear Robert,

Thank you for your email. BTW, you're the first person that has ever answered any of my emails or phone calls. I hope the following scenario helps your office understand what it's like for an individual or mom and pop to do business in Santa Fe County:

A girl wants to open a lemonade stand in Santa Fe County. Her property is zoned residential/commercial. She's told she needs a business license and goes into the county office to get one. She finds out that before she can get a license she has to go before a board and that cost \$285. Several board members don't like lemonade and vote her request down (censorship). She's then told she needs to do a traffic and water use study even though she anticipates only foot traffic and will be using no more than a couple of gallons of water a day to make lemonade. It doesn't matter she's told—those are the rules. She doesn't have the financial resources for those studies (discrimination). She leaves the meeting \$285 poorer and out of business before she could even open

her stand. Whatever happened to free enterprise? Whatever happened to life, liberty and the pursuit of happiness?

I don't know what else to say. My husband and I had an unbelievable experience with your office. I've managed 2 small businesses in Santa Fe for 14 years and couldn't believe the brick wall we hit with the SLDC when we tried to open our own outside the city limits. Your office has made it next to impossible unless one has an ENORMOUS budget. These new rules are fine to control large developments that impact the area's natural resources and traffic but they're ridiculous for the rest of us.

The only reason I took the time to write this is in hopes it may help somebody else in the future. We're looking elsewhere.

Nancy Tapp

From: STEPHEN SHEPHERD [<mailto:esteban69@prodigy.net>]

Sent: Friday, August 12, 2016 7:38 PM

To: Vicki Lucero; Penny Ellis-Green; Robert A. Anaya; Liz Stefanics; Kathy S. Holian; Miguel Chavez; Henry P. Roybal

Subject: Subject: Amendments to "Small Scale Sand and Gravel Extraction"

I am a Madrid landowner and volunteer firefighter since 1999. My 48 acre parcel and home is next to one of Madrid's most famous landmarks: the large tibble pile that was used for the movie "The Man Who Fell To Earth". I fully support the recommendations to set back, duration and size of operation on Code Section 10.19 and Section 11.10. Please don't let our beautiful town of Madrid fall prey to big business and greedy individuals who do not care about our town.

Requirements under Code section 10.19. Small Scale Sand and Gravel Extraction as well as those for DCIs, Section 11.10. appear strong and directive. However there are several areas we would like to see clarified in order to maintain the quiet enjoyment of rural residents:

- **set-backs:** the current Code allows for sand & gravel operations with *only 200 foot setbacks* from property lines, etc. We think it should be at minimum 1,000 feet;
- **duration:** the current Code has *no time limit* on how long a sand & gravel business can operate. We believe there should be a 2 year maximum;
- **size of operation:** the current Code separates sand & gravel operations into 2 categories - under 10 acres, and 10 or more acres. We believe they should be under 5 acres and 5 or more acres.

Sincerely yours

Steve Shepherd
2770 State Highway 14 N
Madrid, NM 87010

Name: _____

Code Section: 7.11.11.4 No. 3
.5

Comment: The small community such as Cuarteles, where parcels of land are narrow, and are used for farming and have water rights, cannot be held to the 38 ft. easement. I do intend to give my sons some land to build homes, but 38 ft. takes more than half the property. Thank you

Cuarteles Land owner Charlie Ezubt 753-9635

Hi, I'm Diana Bryer +

I have lived in Santa Fe county in ~~the~~ La Puebla + Cuartiles for 40 yrs. Many people here have become my family and are hard working - kind hearted people. I live ~~on~~ ~~off~~ Highway 76 in Cuartiles. My lot and that of many were family owned and each of the children ^{were given} a piece of land FOR their home ~~and~~ ^{and} family. a great deal of these families OWNED lots are long narrow strips. If I go down one of these roads + another car is coming, I pull into a driveway + let the car pass. I have never seen a lot of traffic; even though these are 10 foot Rds, maybe for a party! People do not go fast.

I live at the top of one of these roads + 2 other families live below. My house, if a 38 ft Rd had to be put in, I would lose 10 ft of my house. I have an acre at the bottom of my ^{Property} ~~Property~~.

I think of these areas where families have lived for hundreds of ^{that I ca} ^{GO, DOWN} years. A different approach to roads must be made to keep families together and keep ~~the~~ the culture of the community alive.

Reader View: Last-minute amendment bad for county

<http://www.santafenewmexican.com/content/tncms/live/4>

Posted: Saturday, February 20, 2016 7:00 pm

By Susan C. Martin

Late last year, the Santa Fe County Commission adopted the 2015 Sustainable Land Development Code after years of public review process and comment. The commission and its staff are to be commended for developing a code intended to protect environmental, historical and cultural resources, reduce air and water pollution, and assure and conserve water resources. The code accommodates community-planning processes while retaining regulatory protections for our land and water resources.

At the Dec. 8 meeting, the commission said the code would be revisited in July 2016 to examine its implementation and make corrections. Commission Chairman Robert Anaya opened the public hearing noting that the December hearing was not a time for major revisions or amendments. He said that he, however, had an amendment and would reserve his comments on it for later. Only after he ended the public's opportunity to participate did Anaya reveal that his proposal would apply to agricultural and ranch zoning and would largely increase the number of allowable family lot splits. While this may sound benign, it could result in nonplanned subdivisions that would strain currently limited water resources and heavily traveled rural roads. The county is already dealing with problems resulting from such lot splits.

Commissioner Kathy Holian, who has long supported the adoption of the new land-use code, spoke against the amendment, stating that the public review process stipulated that some land tracts in agricultural areas must remain intact for wildfire, water and wildlife protections, as well preservation of other archaeological and cultural resources. The amendment passed on a vote of 4-1, with Commissioner Holian casting the only vote in opposition to this development loophole.

Commissioner Anaya's sudden amendment enables large and significant areas of the county to be developed, evading the master plan process, and is ripe for negative unintended consequences and abuse.

The Sierra Club Northern New Mexico Group represents more than 2,000 members in Santa Fe County who commend the county staff and

administration for their years of collaborative work on the Sustainable Land Use Development Code.

We are extremely disappointed with those commissioners who voted for this proposal to undermine the code's protections.

Susan C. Martin is a 33-year resident of Santa Fe County and an attorney. She has worked as counsel to the U.S. House Energy and Commerce Committee, the Natural Resources Defense Council and the New Mexico Environment Department. Currently she is political chairwoman, Northern New Mexico Group, Rio Grande Chapter, Sierra Club.

From: Carmen Payne [<mailto:carmenepayne@windstream.net>]

Sent: Monday, August 01, 2016 7:38 AM

To: Henry P. Roybal

Cc: Shirley; Gilberto Madrid; Josie Atilano; Anita Padilla; Gilbert Martinez; Diana Bryer; Judy Deaquero-Pippin; Ray Matthew; Mr. Q; Robert Griego; Ron Martinez; Sarah B. Ijadi

Subject: SLDC AMENDMENT REQUEST for Cuarteles and traditional communities

Dear Commissioner Roybal:

You may remember me as the person who spearheaded the petition to return Cuarteles back to its original "Traditional Community" status in 2014. We are elated that the Commission listened to us and adopted our request.

We are back to ask for the Commission's help again. In reviewing the SLDC adopted in December 2015, we noticed that the road standards were not modified to include a provision for communities such as ours. The current provisions jump from a driveway with a maximum of two dwellings to a road that has average daily traffic of 300. The 38' easement requirement is still the requirement for rural traditional communities such as Cuarteles. We still believe this is a totally onerous and unacceptable requirement for communities such as ours.

With the understanding from the County website that the Commission is going to entertain amendments to the SLDC in the next months, we wrote a letter to the Commissioners (see copy attached) and sent it to the your staff with a couple of proposed amendments to the road requirements (copies also attached).

As the Commissioner representing our district, I am sure you are familiar with the realities of the lanes/driveways/roads in Cuarteles. Please consider supporting one or the other amendment to the SLDC as the current road requirements are impractical for traditional communities.

We humbly request your support of our request for amendments that more realistically reflects our old, long-standing, traditional community. Please let me know what we can do to further this cause along.

Sincerely,
Carmen E. Payne
505-753-2691



Carmen E. Payne and Shirley L. Madrid
281 State Road 76, PO Box 1305
Santa Cruz, NM 87567
Phone: 505-753-2691
carmenepayne@windstream.net

July 18, 2016

Board of County Commissioners
Santa Fe County
Attn: Growth Management Department
PO Box 276
Santa Fe, County 87504-0276

RE: SLDC CHAPTER 7 ROAD REQUIREMENT CODES

Dear Esteemed County Commissioners:

First, on behalf of the community of Cuartelez, we wish to express our appreciation that the Commission approved our petition to return Cuartelez to its previous Traditional Community (TC) status on the recently adopted Santa Fe County Zoning Map.

In our presentation to the Commission and staff at the Commission's Special Zoning meeting held on September 16, 2014 in Pojoaque, New Mexico, our group also presented comments regarding the proposed Road Classification and Design standards (p. 18 of those minutes). We argued for the need of modification of the proposed standards to reflect the existing "reality" of our rural, TC areas in the County.

In reviewing the SLDC adopted by the Commission in December 2015, and which became effective in January 2016, we find that the road standards were not modified and that road requirements continue to NOT reflect the reality of the traditional community of Cuartelez (hereinafter referred to simply as Cuartelez). We note an exception was granted for the community of Galisteo (Chapter 9, p. 9-198).

In anticipation of the amendment process taking place beginning July 2016, we are hereby attaching proposed changes to potentially address what we see is an outstanding and vital issue for Cuartelez with regard to the current road requirements, specifically with the limitation of the classification of "Driveways", Code 7.11.12.

We can say with certainty that the developed land in Cuartelez contains many driveways that serve more than two lots. May we respectfully suggest doing a Google Earth search for Cuartelez, NM so that you can see for yourselves the veracity of these statements. The remaining undeveloped land consists predominantly of long, narrow strips of land, and the land available in these parcels for home construction will be significantly reduced due to the current mandate of 38 feet of road easement.

It must also be noted that electric, natural gas, telephone and cable utilities have, for the most part already been installed in Cuartelez as dictated by the utility companies. The most common approach being lines that run adjacent to property fence lines and not necessarily by or under the driveway or lane easements serving these properties.

As previously stated to the Commission at the September 2014 meeting, the community of Cuartelez is served by NM State Road 76. This heavily traveled roadway does not have 38 feet of road and easement in numerous locations. It is impossible to accept that residents of Cuartelez are being required to access their properties by providing 38 feet of road and easement when the major arterial road from which their properties are accessed are in many cases narrower than what the codes requires them to have and maintain on their properties.

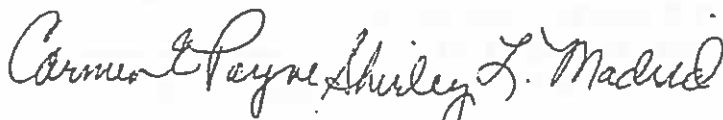
Although our proposal is specific to Cuartelez, it may serve other Traditional Communities as well. The advantage of our proposed amendments to the SLDC "Driveways" code will surely provide benefits to present and future residents of Cuartelez. The current requirement precludes current owners from selling, and potential new owners from acquiring/buying, land in Cuartelez.

Furthermore, the 38 feet road easement requirement is onerous, *and it does not meet the SLDC purpose of providing for livable residential and mixed-use environments; nor does it allow for economy of land use, construction, and maintenance in Cuartelez (Code 7.11.1).*

Failure to approve a fair and realistic amendment to the current road requirements for Cuartelez will continue to result in abandoned homes and properties. The Commission should also consider that with the approval of this proposal, the land transfers/sales to new owners will result in increased tax revenue to Santa Fe County.

Esteemed Commissioners, we appreciate any suggestions and guidance from your Staff and hold expectation of consideration and subsequent acceptance of these proposed amendments. We are also open to any language amendments that the Commissioners or Staff may propose to provide a fair and workable solution to this important issue. We are prepared to answer questions or concerns that may arise and to work with the Commission and its Staff to arrive at an acceptable resolution.

Respectfully,



Carmen E. Payne and Shirley L. Madrid

Attachment: Proposed SLDC Amendments



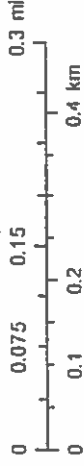
July 18, 2016

Zoning_Comm_Air_Rural_Turq zoning_map_eidc_adopted_12_0_15_ord_2015_12

AdoptedSLDC2015 - Parcels

- Residential Estate, RES-E (1 dwelling per 2.5 acres base density)
- Traditional Community, TC (1 dwelling per 0.75 acres base density)
- Federal and State Lands (not under County zoning jurisdiction)

1:9,028



Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand),



Traditional Community Road Easement PROPOSAL #1

Chapter 7 – Sustainable Design Standards

Section Contents Page

7.4 Access and Easements	97
7.11 Road Design Standards	124

7.4. ACCESS AND EASEMENTS.

7.4.1. General Access Requirement. All development shall provide access for ingress and egress, utility service, and fire protection whether by public access and utility easement or direct access to a public right-of-way.

7.4.2. Access and Utility Easements.

7.4.2.1. Access Easements. Except as provided in § 5.8, legal access shall be provided to each lot through an appropriate easement, deed or plat dedication.

7.4.2.2. Utility Easements. Easements shall be provided for utility services including, but not limited to, water, sanitary sewer, gas, electric, and communications (cable/internet/phone). Utility easements shall have a minimum width of seven and ~~one-half~~ **one-half** (7½) feet, except where a transformer or other facility is required, in which case adequate provision for that facility or transformer shall be made. Where multiple utilities share the same easement, additional width sufficient to avoid conflict shall be provided. Easements shall be established to provide continuity of alignment throughout the area to be served and to adjoining areas. Utility easements shall be located such that each lot can be served by all proposed utilities.

7.4.6.3. This requirement may be waived were unusual site conditions render such an easement of no reasonable benefit to adjoining properties or to public safety: or when utility company(ies) have dictated otherwise.

7.11. ROAD DESIGN STANDARDS.

7.11.1. Purpose and Findings. These regulations are designed to:

- 7.11.1.1. Ensure that the design of roads conforms to the policies of the SGMP;
- 7.11.1.2. Provide for the safety for both vehicular and pedestrian traffic;
- 7.11.1.3. Provide for livable residential, mixed-use and commercial environments;
- 7.11.1.4. Provide for economy of land use, construction, and maintenance; and
- 7.11.1.5. Provide safe and efficient access to property.

7.11.2. Applicability. The standards of this § 7.11 shall apply to all development. Tables 7-12 and 7-13 provide road design standards. Urban road standards shall apply to all roads within SDA-1 and SDA-2, and to all planned development and mixed-use zoning districts. Rural road standards shall apply to all roads within SDA-3.

Table 7-13: Rural Road Classification and Design Standards (SDA 3).

	Avg. daily traffic	# of driving lanes	Lane width (ft)	Non-vehicular side path	Bike lanes	Minimum ROW (ft)	Design Speeds (mph)	Max % Grade	Min. agg. Base course	Double penetration chip seal with fog coat	Min. bit. Pavement	Max % Super-elev.
Major Arterial or Highway	5000 +	2-4	12	n/a	Two 5 Ft on-road	150	Level: 70 Rolling: 70 Mount: 50-60	5%	6"	n/a	6"	8%
Minor Arterial	2000 to 4999	2-4	12	n/a	Two 5 ft on-road	120	Level: 60-75 Rolling: 50-60 Mount: 40-50	5%	6"	n/a	5"	8%
Collector	401 to 1999	2	11	n/a	n/a	80	Level: 40-60 Rolling: 20-50 Mount: 20-40	8%	6"	n/a	4"	8%
Local	201-400 0-200	2	10	n/a	n/a	50	Level: 30-50 Rolling: 20-40 Mount: 20-30	9%	6"	n/a	n/a	n/a
Cul-de-Sac	0 to 300	2	10	n/a	n/a	38	Level: 30-50 Rolling: 20-40 Mount: 20-30	9%	6"	n/a	n/a	8%
<u>Traditional Community (TC) Multi-Family Driveways</u>	<u>0 to 50</u>	<u>1</u>	<u>14</u>	<u>n/a</u>	<u>n/a</u>	<u>20</u>	<u>n/a</u>	<u>10%</u>	<u>n/a</u>	<u>n/a</u>	<u>n/a</u>	<u>n/a</u>
Driveway	n/a	1	14	n/a	n/a	20	n/a	10%	n/a	n/a	n/a	n/a

7.11.12.2. Additional Standards for Residential Driveways.

1. Residential driveways, with the exception of Traditional Community (TC) multi-family driveways, shall serve no more than two (2) lots.
2. Lots within residential subdivisions shall be limited to a single access point or driveway. The Administrator may allow circular driveways if the lot size permits.

7.11.13 Traditional Community (TC) Multi-Family Driveways

7.11.13.1. Traditional community multi-family driveways shall not serve more than twelve (12) dwelling units.

7.11.13.2. Each dwelling unit lot shall provide a turn-around area for emergency vehicles. The Administrator, in consultation with the Fire Marshal, may approve a suitable alternative such as a hammerhead or turnaround.

7.11.13.3. All turn around areas shall be designed to protect existing vegetation and steep terrain.

ALTERNATIVE PROPOSAL, #2

Chapter 7 – Sustainable Design Standards

Section Contents Page

7.4 Access and Easements	97
7.11 Road Design Standards	124

7.4.6.3. This requirement may be waived were unusual site conditions render such an easement of no reasonable benefit to adjoining properties or to public safety: , or when utility company(ies) have dictated otherwise.

Table 7-13: Rural Road Classification and Design Standards (SDA 3).

	Avg. daily traffic	# of driving lanes	Lane width (ft)	Non-vehicular side path	Bike lanes	Minimum ROW (ft)	Design Speeds (mph)	Max % Grade	Min. agg. Base course	Double penetration clip seal with fog coat	Min. bit. Pavement	Max % Super-elev.
Major Arterial or Highway	5000 +	2-4	12	n/a	Two 5 Ft on-road	150	Level: 70 Rolling: 70 Mount: 50-60	5%	6"	n/a	6"	8%
Minor Arterial	2000 to 4999	2-4	12	n/a	Two 5 Ft on-road	120	Level: 60-75 Rolling: 50-60 Mount: 40-50	5%	6"	n/a	5"	8%
Collector	401 to 1999	2	11	n/a	n/a	80	Level: 40-60 Rolling: 20-50 Mount: 20-40	8%	6"	n/a	4"	8%
Local	201-400 0-200	2	10	n/a	n/a	50	Level: 30-50 Rolling: 20-40 Mount: 20-30	9%	6"	n/a	n/a	n/a
Cul-de-Sac	0 to 300	2	10	n/a	n/a	38	Level: 30-50 Rolling: 20-40 Mount: 20-30	9%	6"	n/a	n/a	8%
Driveway	n/a	1	14	n/a	n/a	20	n/a	10%	n/a	n/a	n/a	n/a

7.11.12.2. Additional Standards for Residential Driveways.

1. Residential driveways shall serve no more than two (2) ~~lots~~ lots, with the exception that the Traditional Community (TC) of Cuarteles' residential driveways shall serve no more than twelve (12) lots.

2. Lots within residential subdivisions shall be limited to a single access point or driveway. The Administrator may allow circular driveways if the lot size permits.

APR 2015

which cannot meet the terrain management performance standards shall not be further subdivided or re-platted in a manner which creates an additional number of non-conforming lots or parcels. Additionally, lot line adjustments shall not result in a conforming lot becoming non-conforming based on terrain management performance standards.

2. Reviews

(a) Lot Size Requirement Review.

The Code Administrator shall review the application for compliance with the Density regulations in Article IIJ, Section 10 of the Code. If the application is for a Small Lot Inheritance Transfer or a Small Lot Family Transfer, the lot size standards in Article II, section 4 shall apply.

(b) Special District Review

The Code Administrator shall review the location of the lots indicated on the plat and, if a lot is located in a Special Review District, pursuant to Article VI of the Code, will inform the applicant of any additional submittals or reviews required and make the applicable review.

(c) Environmental Review.

The Code Administrator shall inform the applicant of any additional submittals and make the reviews required under Article VII, Environmental Requirements.

(d) Other Reviews

For summary review subdivisions, the Code Administrator shall review the disclosure statement to determine whether the sub-divider can fulfill the proposals contained therein, and whether the disclosure statement is consistent with this Code.

3. Required Improvements and Standards

(a) Roads and Access-On-site and Off-site

(1) Except as provided below in paragraphs (6) - (9) of this Subsection, all lots created under this Section shall be provided with adequate access for ingress and egress, utility service, fire protection, and emergency services whether by a road meeting county requirements constructed within an easement and utility easement or by direct access to a public right-of-way. All on and off-site roads shall meet the design standards for a local road as set forth in Appendix 5.8.3, except that the minimum width of any easement created for access purposes shall be no less than twenty (20) feet for access to two (2) lots and no less than thirty-eight (38) feet for access to three (3) or more lots. However, for off-site roads the Code Administrator may reduce the road easement width to no less than twenty (20) feet if adequate drainage control is provided and may allow the road surface to be hard packed dirt with a compaction of ninety-five percent (95%) of the maximum density. All roadways and access shall be subject to the provisions of Section 10.207 of the Uniform Fire Code and to the policy established by the County Fire Marshall Regarding fire apparatus access roads under Section 10.207. Provision of



From: cindy and Frank Lux [<mailto:forbeslux@aol.com>]

Sent: Saturday, August 13, 2016 11:30 AM

To: Vicki Lucero; Penny Ellis-Green; Robert A. Anaya; Liz Stefanics; Kathy S. Holian; Miguel Chavez; Henry P. Roybal

Subject: Amendments to "Small Scale Sand and Gravel Extraction"

Commissioners:

Requirements under Code section 10.19. Small Scale Sand and Gravel Extraction as well as those for DCIs, Section 11.10. appear strong and directive. However there are several areas we would like to see clarified in order to maintain the quiet enjoyment of rural residents:

- **set-backs:** the current Code allows for sand & gravel operations with *only 200 foot setbacks* from property lines, etc. We think it should be at minimum 1,000 feet;
- **duration:** the current Code has *no time limit* on how long a sand & gravel business can operate. We believe there should be a 2 year maximum;
- **size of operation:** the current Code separates sand & gravel operations into 2 categories - under 10 acres, and 10 or more acres. We believe they should be under 5 acres and 5 or more acres.

Sincerely yours

Cynthia and Frank lux

52A Las Tres, Galisteo

From: Clinton Anderson [<mailto:clint.anderson.10622@gmail.com>]

Sent: Saturday, August 13, 2016 3:34 PM

To: Miguel Chavez; Liz Stefanics; Kathy S. Holian; Robert A. Anaya; Vicki Lucero; Penny Ellis-Green

Subject: Proposed amendments to land-use ordinance

Dear Commissioners and Staff,

Thank you all for the opportunity to give public input on the county code.

Concerning Section 10.19. SMALL SCALE SAND AND GRAVEL EXTRACTION, I am in favor of the proposed amendments, in particular:

1) I agree that a setback requirement of 1000 feet is better than a setback requirement of only 200 feet from the property line. I believe that most Santa Fe County residents would feel that being 200 feet from a sand-and-gravel pit is too close.

2) I agree that a two-year time limit on operations is reasonable. Most of us can tolerate disruptions, such as construction on roads we often use, as long as we know that they won't go on forever.

3) As our northern neighbor Rio Arriba County defines a "small" mine as one less than 2 acres, I support redefining a "small" mine as one less than 5 acres.

Thank you for the opportunity to give input toward balancing the needs of both industry and the rights of residents on these matters, and for all your hard work in getting the county's land-use code to be as good as it is overall.

With appreciation,
Clinton Anderson
P.O. Box 872 (13 Back Road)
Madrid, NM 87010
Clint.Anderson.10622@gmail.com

From: Kathryn Toll [<mailto:kathryntoll@gmail.com>]

Sent: Saturday, August 13, 2016 6:25 PM

To: Vicki Lucero; Penny Ellis-Green; Robert A. Anaya; Liz Stefanics; Kathy S. Holian; Miguel Chavez; Henry P. Roybal

Subject: SLDC: Amendments to "Small Scale Sand and Gravel Extraction"

Dear Commissioners and County Staff,

I am planning on attending the public meeting for the 6 month review of the SLDC but would like to go on record with what I see as important changes.

Requirements under Code section 10.19. Small Scale Sand and Gravel Extraction as well as those for DCIs, Section 11.10. appear strong and directive. However there are several areas of concern that should be clarified in order to maintain the quiet enjoyment of rural residents:

- **set-backs:** the current Code allows for sand & gravel operations with *only 200 foot setbacks* from property lines, etc. Please consider at minimum 1,000 feet;
- **duration:** the current Code has *no time limit* on how long a sand & gravel business can operate. That is unreasonable as it allows unsightly scars on the land indefinitely. Please consider a 2 year maximum;
- **size of operation:** the current Code separates sand & gravel operations into 2 categories - under 10 acres, and 10 or more acres. Please consider changing that to under 5 acres and 5 or more acres.

Thank you for all that you do,
Kathryn Toll

Kathryn Toll
mobile: 801-560-8014
home: 505-466-1909

65 Camino Acote
Santa Fe, NM 87508

From: e. [mailto:trevoroche@aol.com]

Sent: Sunday, August 14, 2016 11:45 AM

To: Vicki Lucero; Penny Ellis-Green; Robert A. Anaya; Liz Stefanics; Kathy S. Holian; Miguel Chavez; Henry P. Roybal

Subject: Amendments to "Small Scale Sand and Gravel Extraction"

Subject: **Amendments to "Small Scale Sand and Gravel Extraction"**

Requirements under Code section 10.19. Small Scale Sand and Gravel Extraction as well as those for DCIs, Section 11.10. appear strong and directive. However, there are several areas we would like to see clarified in order to maintain the quiet enjoyed by rural residents:

- **Set-backs:** The current Code allows for sand & gravel operations with *only 200 foot setbacks* from property lines, etc. We think it should be at minimum 1,000 feet;
- **Duration:** The current Code has *no time limit* on how long a sand & gravel business can operate. We believe there should be a 2 year maximum;
- **Size of operation:** The current Code separates sand & gravel operations into 2 categories - under 10 acres, and 10 or more acres. We believe they should be under 5 acres and 5 or more acres.

Sincerely yours,

Trevor Burrowes

2836 State Highway 14 N

Madrid, NM 87010

From: Chuck Norman [mailto:chuck@vetris.com]

Sent: Tuesday, August 16, 2016 3:03 PM

To: Robert A. Anaya; Liz Stefanics; Kathy S. Holian; Miguel Chavez; Henry P. Roybal; Vicki Lucero; Penny Ellis-Green

Subject: SLDC Six Month Review Input

Dear Commissioners and Staff,

Thank you all for the opportunity to give public input on the county code.

Concerning Section 10.19. SMALL SCALE SAND AND GRAVEL EXTRACTION, this has shortcomings of a technical nature that need strengthening. I strongly recommend for the protection of our county's rural residents, the following:

1) The mining setbacks of only 200 feet from property lines are clearly NOT adequate protection from negative impacts upon resident's welfare. Instead, a separation distance from residential property lines of at least 1,000 feet is needed to reduce the dust and nuisance noise of crushers and the many (~534) large trucks that are expected from these "small" mines;

2) There are no specified time limits to such operations. The most common federal and state regulations for small mines limit production to 10,000 tons per year. Out of consideration for the County's rural residents who value the quiet peacefulness that life here affords, a two-year duration production limit is necessary and reasonable; and

3) An affected area and mine zone of under-five rather than 10 acres is a fit more compatible with the specified 20,000 ton extraction limit. An affected area (including staging) not exceeding 5 acres will lessen environmental impacts and reclamation needs. (Remember that other counties--Rio Arriba is one--in the attempt to likewise safeguard residents, stipulate that a small mine is one that does not exceed 2 acres, let alone 5

With appreciation,

Charles E. Norman, Jr.



Santa Fe County
SLDC 6 Month Review Draft Changes
Sustainable Land Development Code

Public Review Draft Changes

Name:

Jeffrey & Kathy Lewellen

Physical Address:

133 Major Lads SFNM

Community or Area:

Sun Ranch

SLDC Code Section:

7.13.11.7

Date:

8-16-16

Comment:

We agree with the proposed
changes related to water harvesting
and residential catchment
requirements.

Contact Info:

lfoma@santafecountynm.gov

Planning Division c/o Lucy Foma

102 Grant Ave

Santa Fe, NM 87504



Santa Fe County
SLDC 6 Month Review Draft Changes
Sustainable Land Development Code

Public Review Draft Changes

Name:

Ross Lockridge

Physical Address:

123 Waldo St, Cerrillos, NM 87010

Community or Area:

SLDC Code Section:

mainly chapters 10 + 11

Date:

8/16/16

Comment:

There is considerable confusion in the sand + gravel mining regs over definitions + new terms are needed including "mining zone", "separation distance". The internal setbacks + 200 feet don't work mathematically + the results risk unnecessary environmental impacts to the entire 10 acres.

Setbacks from residential structures need to be a minimum of 1,000 feet.

The duration of small mines should be a 2-year maximum. the size of a small mine to work must be under 5 acres.

Contact Info:

lfoma@santafecountynm.gov

Planning Division c/o Lucy Foma

102 Grant Ave

Santa Fe, NM 87504

I'll send more information on these points.

Thanks, Ross

DRAFT AMENDMENTS ON SETBACKS FROM MINES

For the 6-Month SLDC Review, August 31, 2016

From the RCA, POB 245, Cerrillos, NM 87010

Here are draft amendments, starting with setbacks. In a separate mailing, we'll send amendments on Size (or Scale), Duration and Definitions.

To give setback distances some down-home meaning, the distance in from NM14 on CR57 (Main St.) to the turnout that leads to the Cerrillos Clinic & Post Office is 405 ft. One thousand feet in from NM14 is only a little over *half* way to the intersection of Main and 1st street. The sound of NM14 traffic still quite audible. The 2,000 foot mark reaches the State Park Headquarters flag pole. Sound from NM14 buffered by buildings. Another 540 ft from there to 3rd street all adds up to ~1/2 mile from NM14 to 3rd street. Noise level of NM14 traffic from 3rd street more dependent of wind and weather. I, rl, had measured how many strides it took to walk 100 feet (~37). So these numbers are approximations.

Notice that the Small Scale mine setback regs use letters a,b,c, whereas the DCIs regs use numbers.

DRAFT SETBACKS AMENDMENTS are listed here. Please read the arguments below them:

- b. 1,000 feet from all public road rights-of-way, public recreational easements, environmentally sensitive lands.
- d. 1,000 feet separation distance from residential structures.
- 2. 1,000 feet from all public road rights-of-way, public recreational easements, environmentally sensitive lands.
- 4. One half mile from parks.
- An edit: c. All vegetation outside of the mining zone boundary and affected area shall be preserved and supplemented, as necessary, for mitigation of negative impacts.

FOR REFERENCE, THE SETBACKS AS CURRENTLY WRITTEN ARE LISTED HERE:

Currently 10.19. Small Scale Sand and Gravel Extraction has the following on Setbacks:

10.19.3.17. Setbacks [Small Scale S&G]

- a. 200 feet from all property lines.
- b. 200 feet from all public road rights-of-way, public recreational easements, and environmentally sensitive lands.
- c. Vegetation within the setbacks from the property boundary shall be preserved and supplemented, as necessary, for mitigation of negative impacts. Existing native vegetation on the entire operation site shall be preserved to the maximum extent possible.

ARTICLE XVII DEVELOPMENTS OF COUNTYWIDE IMPACT (DCIs)

10.3.18. Sand and Gravel Operation Setbacks.

10.3.18.1. Sand and gravel operations shall be setback:

- 1. 500 feet from all property lines;
- 2. 500 feet from all public road rights-of-way, public recreational easements, and environmentally sensitive lands; and
- 3. One half mile from residential structures.

Unlike with the S&G DCI regs, there is no mention of "residential" setbacks in the Small S&G regs. The DCI regs do have, like the Small S&G regs, a separate setback from "all property

lines”.

The DCI S&G regs list separately setbacks from “all property lines” and from “residential structures”.

What's needed at the *very least* (see Kuipers on setbacks) from small mines is 1,000 feet from a residential structure, a new item to 10.19.:

d. 1,000 feet separation distance from residential structures.

We would like the same setback from the Turquoise Trail NSB and other scenic roads, & one half mile from parks (note that Buffalo Mountain is ~1,500 feet from CHSP).

It's interesting to note that rather than a single setback to *all* property lines, Robert Freiligh's **Table 7-4** lists different Minimum Distances to the edge of 3 different adjacent zones: Residential, Commercial, and Industrial. The county has painted with a broad brush. Small: 200 / DCI: 500 feet to property lines.

Here's a draft amending Small mines, #b. :

b. 1,000 feet from all public road rights-of-way, public recreational easements, environmentally sensitive lands.

Here's a draft amending DCIs #2.:

2. 1,000 feet from all public road rights-of-way, public recreational easements, environmentally sensitive lands.

Note that “c.” above doesn't specify a setback distance. Rather it must be concerned with an interpretation of item “a” where they were assuming there would be internal mining zone setbacks from an affected area. As we are questioning the workability of having 200 foot setbacks within the zone between the affected area and boundary of the mine zone, and replacing the “less than 10” with “less than 5” as a remedy, perhaps the first sentence of the “c” item can be amended:

c. All vegetation within the setbacks from the property outside of the mining zone boundary and affected areas shall be preserved and supplemented, as necessary, for mitigation of negative impacts. Existing native vegetation on the entire operation site shall be preserved to the maximum extent possible.

Again the land outside of a “less than 5 acre” mine zone would be off limits to mining and c. should be amended to address that.

Next I'll be forwarding draft amendments for Scale, Duration, and Definitions.

Ross Lockridge, for the RCA

Amendments Part 2: DURATION AND ACREAGE & DEFINITIONS Concerning mines

For the 6-Month SLDC Review, August 31, 2016

From the RCA, POB 245, Cerrillos, NM 87010

Ross Lockridge

Both duration and acreage amendments can be made in the first item of 10.19.

Small Scale Sand and Gravel Extraction. This change will likewise require **Article XVII Developments of Countywide Impact (DCIs)** to be amended to "less than 5".

10.19.1. Applicability. This section applies to any mineral extraction activity for construction materials, including but not limited to, stone, sand, gravel, aggregate, or similar naturally occurring construction materials that affects less than ~~10~~ **5** acres of land and extracts less than 20,000 tons of construction material and does not use blasting. Such activity shall be allowed where permitted by the Use Table, Exhibit B, **for a period limited to 2 years duration of extraction activities**, and subject to approval of a conditional use permit (§ 14.9.6.) and the additional requirements of this section.

There is the need to consider some additional text on duration. Consider placing this under **10.19.3.2.2.** as noted below:

DRAFT AMENDMENT Concept (underlined). (The SLDC may also have language for temporary time extensions).

10.19.3.2.2. Hours and Duration of Operation.

10.19.3.2.2. Hours of operation are limited to the period between sunrise or 7:00 a.m. whichever is latest, and sunset or 6:00 p.m., whichever is earliest, Monday through Saturday. The 2-year duration limit shall not include either the initial staging set-up for the extraction project nor the closure activities including reclamation, but shall encompass the period from startup of extraction, crushing, and transport of the extracted materials until either the 20,000 ton limit is reached or 2 years have passed since the start of extraction activities. The 2 year extraction period may be extended if both, 1) the limit in tonnage has not been reached, and 2) the public is given notice for input of the applicant's written request for an extension. The Code Administrator then has the discretion to extend or not, a period of extraction not to exceed 6 months.

Amendments to Article XVII Developments of Countywide Impact (DCIs)
SAND & GRAVEL MINING

Section 10. Regulations for Sand and Gravel Extraction. (p. 18)

Concerning acreage, there are 3 places in 10.2.1. where the number 10 needs to be amended from 10 to 5. For rationales, see Jim Kuipers, P.E..

10.2. Applicability.

10.2.1. This Section 10 applies to the extraction and processing of any sand and gravel extraction operation that affects ~~10~~ **5** or more acres of land or extracts more than 20,000 tons of earth materials, or utilizes blasting. Small, incremental increases of an approved extraction operation by the same owner or operator that effectively avoid the application and approval requirements of this ordinance are prohibited. No applicant, operator or owner, whether individually or as an agent or corporate officer of any business entity, who has been granted an approval to operate a sand and gravel extraction operation of ~~less than 10~~ **5** acres of land or less than 20,000 tons of earth material shall be granted approval to operate an expanded or similar extraction

operation on the same or contiguous property, where the total of any additional operation increases the extraction operation to one in excess of ~~10~~ **5** acres of land, or to one in excess of 20,000 tons of earth material. Instead, any such additional operation shall be treated as a DCI and shall require application and processing under this Ordinance.

=====

DEFINITIONS

Here are 4 new definitions needed to supplement the amendments.

Concerning **Setback**, the internal mining zone setbacks are impractical, unworkable, and too complex *within* a less than 10 acre zone. What is workable will be a "less than 5 acre" **Mine zone** with separation distances out from an **Affected area** or mine zone. Therefore the definition of Setback becomes more like Robert Freilich's for Separation distance. Here we use Freilich's definition in defining **Setback (mining)**, drafted below. The SLDC has other definitions of setback that are not relevant to mining. Fyi, we have pasted them in below for reference. We are *not* suggesting that they be replaced.

NEW DEFINITIONS:

Affected Area (mining): means the area where existing resources are directly impacted by exploration, excavation, extraction, or other specific on-site mining land uses, and including operational space for stockpiling, material processing and handling, parking, roads and associated structures.

Buffer: means a planted, bermed, or structural barrier approved by the county for reducing impacts such as noise, dust, or glare.

Mine Zone or Overlay: any approved, surveyed and GPSed area identified by a boundary defining the affected area of specific on-site mining land uses.

Setback (mining): a required minimum separation distance of specific on-site activities for quarries, and, or gravel excavation or substantial land alteration from adjacent property zoned residential, commercial, and industrial. *[From R. Freilich]*

=====

DEFINITIONS FOR REFERENCE ONLY NOW IN THE SLDC (the first on mining):

Sand and Gravel Mining: mineral extraction activity for construction materials, including but not limited to, stone, sand, gravel, aggregate, or similar naturally occurring loose rocks and materials such as granite, basalt, shale, slate and sandstone. Producing gravel like materials by blasting and breaking solid rock shall be included in this definition.

Setback (Required Setback): the minimum distance from the property line to where a structure may be built, as established by the provisions of subsection 7.3.3. Setback establishes the minimum required yard and governs the placement of structures and uses on the lot.

Setback Line: the line that establishes the required setback; the distance from which a building or structure is separated from a designated reference point, such as a property line.

Hi Folks,

Sorry to miss the meeting last night in El Dorado. I support the proposed revisions to the rainwater catchment requirements. As an individual who has over 1700 gallons of rainwater barrels plus two pumice wicks routed directly to my landscape I was surprised to learn about the requirement to install a cistern upon remodel of a house. Cisterns may make sense for new construction but would be overkill for a situation similar to mine. They require significant capital expense, electric pumps and more rigorous maintenance requirements. Simple low carbon and flexible solutions are the best and large high quality rain barrels along with wicks meet the need to capture rain water. My rain barrels adequately capture water from all but 20 square feet of my roof area. Any surplus gets routed to my pumice wicks.

In addition to having captured rain water since 2011, I have been a rain, hail and snow observer for a national group (CoCoRAHS) of volunteers since 2012. I have yet to observe any event that my system could not handle.

I applaud the county for promoting rain water harvesting and support the proposed changes to the SLDC.

Kind Regards,

Mike Schneider
10 Fonda Court
Santa Fe, NM 87508

As I read the revision to the Ordinance it requires a well use reduction even for a lot line adjustment. This seems unfair, to me, and seems to constitute a "taking" in the context of the Aamodt Settlement.

With some 40 + years of study of the NPT Basin it has been determined by numerous experts and a Federal Judge that the basin now has adequate water for the existing users, both Pueblo and non-Pueblo. No new users are allowed though, except those that connect to a regional system that will import water.

So based on the findings of experts the system is "in balance". Great care has been assigned to each well to make this happen and the Pueblos who have "first right" to the water are in agreement. Much money, time and a great deal of study have determined this to be true.

Under the proposed revision to the ordinance, if I want to move my property line to say accommodate an encroachment by a neighbor or myself, it will be the County's position that I must reduce the use in my well to .25 acre feet after all the experts, the judges, and the Pueblos agree that my current use has no effect on the priority user and all my neighbors. I am creating no new demand and in fact under the settlement I cannot. So I do not understand how the general welfare and safety of the public as whole is affected by my lot line adjustment. If the County wants the water that the experts and a Federal Judge say is an adequate allocation to me then it would appear to me to be a "taking".

That is my burning question but the other thing that seems silly and expensive is all the water catchment stuff required if I do any remodel in my house- considering I am in a Valley Floor along a river with irrigation rights.

The part about the whole thing that makes me scratch my head is how are they going to enforce this stuff?

From: Barbara J Briggs [<mailto:15bfirststreet@gmail.com>]

Sent: Thursday, August 11, 2016 9:23 PM

To: Vicki Lucero; Penny Ellis-Green; Robert A. Anaya; Liz Stefanics; Kathy S. Holian; Miguel Chavez; Henry P. Roybal

Subject: Changes to SLDC Code Amendments to "Small Scale Sand and Gravel Extraction"

TO: vlopez@santafecountynm.gov, pengreen@santafecountynm.gov, ranaya@santafecountynm.gov, ls Stefanics@santafecountynm.gov, kholian@santafecountynm.gov, mchavez@santafecountynm.gov, hproybal@santafecountynm.gov

Subject: Amendments to "Small Scale Sand and Gravel Extraction"

Requirements under Code section 10.19. Small Scale Sand and Gravel Extraction as well as those for DCIs, Section 11.10. appear strong and directive. However there are several areas we would like to see clarified in order to maintain the quiet enjoyment of rural residents:

- **set-backs:** the current Code allows for sand & gravel operations with *only 200 foot setbacks* from property lines, etc. We think it should be at minimum 1.000 feet;
- **duration:** the current Code has *no time limit* on how long a sand & gravel business can operate. We believe there should be a 2 year maximum;
- **size of operation:** the current Code separates sand & gravel operations into 2 categories - under 10 acres, and 10 or more acres. We believe they should be under 5 acres and 5 or more acres.

Sincerely yours,

Barbara J Briggs
Cerrillos Station LLC
15B First Street
Cerrillos NM 87010
15bfirststreet@gmail.com
505 474-9326

From: ROBERT R ROMERO [<mailto:PMRRROMERO@msn.com>]
Sent: Tuesday, August 16, 2016 12:25 PM
To: Robert Griego; Penny Ellis-Green
Cc: Carl Dickens; Jose Varela-Lopez; Paul Olafson
Subject: Re: Religion versus Traditional Historic

Robert Greigo,

Why doesn't the SLDC plan restrict this type of land use especially when it comes to an established community with a community plan? Should not the County be protecting our plan by keeping this area residential as planed? Taking these multi million dollar properties out of the tax base has a direct effect on the rest of us Santa Fe County tax payers. Why should religious groups get a free ride and not have to go through the process at the very least? Once again where is my community protection under the religious freedom act? La Cienega has long been established as a Christian community . If this type development is allowed to continue unchecked it won't be long before our community and its identity is lost to an influx of religious fanatics migrating here because of this precedent being set. If this group was serious about becoming part of the community why wasn't involved with the community planning process they have been here for a number of years there's no excuse for them not to have been involved and to have brought their plan to the table then. From my perspective what they're proposing is not welcome and contrary to our community plan I have always been a strong defender of private property rights, this is unfair to the rest of us Santa Fe County taxpayers. What's the point in community planning if the county is going to go ahead and decide what's best for us anyway and allow development like this to occur without at the very least a public hearing so this applicant could at least face their intrusion into our community and possibly realize the effects of their plan on our Traditional Historic Community.

It is unfair for some of us who spent decades on a plan for the La Cienega community just so someone can come in overnight and establish themselves in such a way contrary to the La Cienega community plan which calls for residential in this area and not some fly-by-night conference center catering to religious beliefs which don't even reside in the community.

Robert R Romero 3/R

PS, My comments are my own and although members of my community share my concern, they should not be affiliated with any organization that I am involved with at this time . I believe this is why our country is so screwed up, because of religion been impose on people who do not even subscribe to such a thing. I believe "Faith" is the guiding force in our lives and it is what I am fast losing in my Santa Fe County.

From: Robert Griego <rgriego@santafecountynm.gov>
Sent: Tuesday, August 16, 2016 2:50:31 PM
To: ROBERT R ROMERO; Penny Ellis-Green
Cc: Carl Dickens; Jose Varela-Lopez; Paul Olafson
Subject: RE: Religion versus Traditional Historic

Robert,

The SLDC does not allow Community Overlay Districts to restrict religious institutions (SLDC section 8.11.3.5 copied below). Therefore, the Use Table for La Cienega and La Cieneguilla is the same as the County for religious facilities which is a permitted use.

8.11.3.5. Community Overlay District Regulations.

2. A community overlay district shall not restrict the following:

g. religious institutions;

Robert Griego, AICP
Planning Manager
Santa Fe County
102 Grant Avenue
Santa Fe, NM 87504
Phone: 986-6215



From: ROBERT R ROMERO [<mailto:PMRRROMERO@msn.com>]

Sent: Saturday, August 13, 2016 8:24 AM

To: Penny Ellis-Green; Robert Griego

Cc: Robert A. Anaya; Liz Stefanics; Miguel Chavez; Kathy S. Holian; Henry P. Roybal; Carl Dickens; Jose Varela-Lopez

Subject: Re: Religion versus Traditional Historic

Penny and Robert

Thank you for your response, I plan on attending the SLDC meeting at the Rancho Viejo fire station on 24 August where I will express my discontent with your overlay plan on my community. I believe your plan caters to developers and those who can afford to meet the county stringent requirements and does nothing to protect the traditional ranching and farming communities that have been here in Santa Fe County for centuries and it won't be long before the agricultural community of La Cienega becomes just another Canyon Road or Agua Fria, swallowed up by development and invaded by tourist.

Best regards,

Robert R Romero 3/R

PS you can include this email in the packet as well, thank you

From: Penny Ellis-Green <pengreen@santafecountynm.gov>

Sent: Friday, August 12, 2016 9:58:00 PM

To: ROBERT R ROMERO

Cc: Robert Griego.

Subject: RE: Religion versus Traditional Historic

Robert

I will include this email in the file.

The Community Overlay allows any religious facility as a permitted use. If the development complies with code requirements it will be approved in accordance with the SLDC.

We will inform you of a final decision.

Penny

-----Original Message-----

From: ROBERT R ROMERO [<mailto:pmrromero@msn.com>]

Sent: Thursday, August 11, 2016 12:09 PM

To: Penny Ellis-Green

Cc: Robert A. Anaya; Robert Griego; estancia1966@gmail.com; jimtrujillo@msn.com; Miguel Chavez; Henry P. Roybal; Liz Stefanics; Kathy S. Holian

Subject: Religion versus Traditional Historic

Dear Penny,

I'm writing you regarding the public notice given below. It is my opinion that allowing this religious facility or any other to establish itself at the entrance of the La Cienega Village would be contrary to established Traditional Historic Community of La Cienega provided by New Mexico State law. I believe it is also contrary to our community plan which I have had over 20 years of involvement, in which "the plan" predominately expresses the intent of the community to remain agricultural and residential this use does not conform. This type of use also could present restrictions on surrounding properties should the community decide to change its plan to allow commercial or other use in this area in the future. I believe that any group imposing itself on the La Cienega community in such away is unacceptable especially when there is been an established religion in the La Cienega community for well over 400 years (where is our protection under the religious freedom act?) this application should be denied or at the very least be given a public hearing at the applicants expense so more notice can be given and the existing community can be heard before the new community begins to establish itself. Please inform me of your decision I understand I have five days to request a public hearing on your administrative decision on this application once it has been made, Considering the far-reaching implications this application and others like it may have on Santa Fe County you may consider bringing this to public hearing yourself if it's within your ability and concern.

Thank you.

From: Lois Lockwood [mailto:lokinlo@cybermesa.com]
8.16.16
To: Penny Ellis-Green
Subject: SLDC Comment

Lois Lockwood (Eldorado) does not want parking lots and parking garages combined on the US285 use list (section 9.10)

From: Robert Kreger [mailto:kregerdesignbuild@msn.com]

8.16.16

To: Penny Ellis-Green

Subject: SLDC Comment

Robert Kreger – Hers 70 rating (Section 7.14), wants to add that 3rd party verification is required at each stage of development and to require a final certification

From: Nambe Community Center
8.9.16
To: Penny Ellis-Green
Subject: SLDC Comment

Nambe area meeting (I did not get a name) 7.13.11.2 should apply to new landscaping on all lots (not existing landscaping).

From: Nambe Community Center
8.9.16
To: Penny Ellis-Green
Subject: SLDC Comment

Nambe area meeting (group discussion) 7.11.11.4.3 should apply to offsite ad on-site roads for these exemptions.

From: ryan toups [mailto:findingrien@yahoo.com]

Sent: Tuesday, August 23, 2016 9:28 PM

To: Robert A. Anaya; Liz Stefanics; Kathy S. Holian; Miguel Chavez; Henry P. Roybal; Vicki Lucero; Penny Ellis-Green

Subject: SMALL SCALE SAND AND GRAVEL EXTRACTION

Dear Commissioners and Staff,

Thank you all for the opportunity to give public input on the county code.

Concerning Section 10.19. **SMALL SCALE SAND AND GRAVEL EXTRACTION**, this has shortcomings of a technical nature that need strengthening. I strongly recommend for the protection of our county's rural residents, the following:

- 1) The mining setbacks of only 200 feet from property lines are clearly NOT adequate protection from negative impacts upon resident's welfare. Instead, a separation distance from residential structures of at least 1,000 feet is needed to reduce the dust and nuisance noise of crushers and the many (~534) large trucks that are expected from these "small" mines;
- 2) There are no specified time limits to such operations. The most common federal and state regulations for small mines limit production to 10,000 tons per year. Out of consideration for the County's rural residents who value the quiet peacefulness that life here affords, a two-year duration production limit is necessary and reasonable; and
- 3) An affected area and mine zone of under five rather than 10 acres is a fit more compatible with the specified 20,000 ton extraction limit. An affected area (including staging) not exceeding 5 acres will lessen environmental impacts and reclamation needs. (Remember that other counties--Rio Arriba is one--in the attempt to likewise safeguard residents, stipulate that a small mine is one that does not exceed 2 acres, let alone 5.)

Thank you for the opportunity to give input toward balancing the needs of both industry as well as the rights of residents on these technical issues critical to the success of the code.

With appreciation,

Ryan Toups

From: Marie Harding [<mailto:mharding@synergia ranch.com>]

Sent: Wednesday, August 24, 2016 3:16 PM

To: Miguel Chavez; Robert A. Anaya; Liz Stefanics; Kathy S. Holian; Henry P. Roybal; Vicki Lucero; Penny Ellis-Green

Subject: SLDC Six Month Review Input

Dear Commissioners and Staff,

Concerning Section 10.19. **SMALL SCALE SAND AND GRAVEL EXTRACTION**, which has shortcomings of a technical nature that need strengthening. Please consider for the protection of our county's rural residents, the following inputs:

- 1) The mining setbacks of only 200 feet from property lines cannot be considered adequate protection from negative impacts of mining upon resident's welfare. A minimum of 1,000 feet is barely adequate to reduce the dust and harsh nuisance noise of crushers and the many (~534) large trucks that are expected from these what are being labelled "small" mines;
- 2) There are no specified time limits to such operations. The most common federal and state regulations for small mines limit production to 10,000 tons per year. Out of consideration for the County's rural residents who value the quiet peacefulness that life here affords, a two-year duration production limit is necessary and reasonable; and
- 3) An affected area and mine zone of under five rather than 10 acres is a fit more compatible with the specified 20,000 ton extraction limit, and is somewhat more compatible with being called a "small mine". An affected area (including staging) not exceeding 5 acres will lessen environmental impacts and reclamation needs. (Remember that other counties--Rio Arriba is one--in the attempt to likewise safeguard residents, stipulate that a small mine is one that does not exceed 2 acres, let alone 5.)

Thank you for the opportunity to give input toward balancing the needs of both industry as well as the rights of residents on these technical issues critical to the success of the code.

With appreciation,

Marie Harding

Synergia Ranch

26 Synergia Road

Santa Fe, NM 87508

Tel: 505 471 2573

Web: www.synergia ranch.com



Santa Fe County
SLDC 6 Month Review Draft Changes
Sustainable Land Development Code

Public Review Draft Changes

Name:

ALLYN McCRAy

Physical Address:

151 SAN MARCOS LOOP, SANTA FE, NM 87508

Community or Area:

RANCHO SAN MARCOS

SLDC Code Section:

Date:

8/24/16

Comment:

from our HOA, Canyon Gate,
IN RESPONSE to 2 EMAILS people in our community
have received regarding PROPOSED SAND AND
GRAVEL MINING OPERATIONS IN OUR AREA (RANCHO
SAN MARCOS), I SPEAK ON BEHALF of THE
residence of some 90 ^{estate} properties THAT
we oppose such mining in THE RANCHO
SAN MARCOS OR RANCHO VIEJO AREAS. ~~FOR~~ THESE
residential areas
AREAS SERVE to protect AGRICULTURAL AND
ENVIRONMENTAL interests in Santa Fe County.
I was advised to write down this concern
even though I was advised at the meeting
that this proposal has not been brought to
light concerning Rancho San Marcos
and Rancho Viejo.

Contact Info:

lfoma@santafecountynm.gov

Planning Division c/o Lucy Foma

102 Grant Ave

Santa Fe, NM 87504

1.11.3 Permits and Approvals with Vested Rights

Proposed addition of language as follows:

“Vested rights must establish that there was an 1) issuance of written approval to the applicant for the proposed project; and 2) a substantial change in position by the applicant in reliance upon such an approval.”

Question/comments for Staff:

- Does this mean, for example, that where we have received written approvals for our Village West Master Plan, have completed Phase 1, and are ready to start the next phase, that we would be required to show a “substantial change in position” if there has been a subsequent change in the SLDC, an applicable county ordinance or other law?
- If the answer to the above question is yes, then it appears that the addition of this language defeats the purpose of vested rights and is actually in conflict with the definition of vested rights (included below).
- If the answer to the above question is no, then the statement is unnecessary and confusing because it adds a requirement of proof of an equitable estoppel element to an already existing basic vested right resulting from county approval of a development plan.

The SLDC currently defines vested rights as:

“Vested Rights: right to initiate or continue the use or occupancy of land, buildings or structures, or to continue construction of a building, structure or initiation of a use, pursuant to a prior lawful development approval obtained in good faith, where such use, occupancy of land, or construction is currently prohibited by the SLDC or other applicable county ordinance, statute, judicial decision or regulation in effect. Vested rights include rights obtained under principles of equitable or quasi-equitable-estoppel.”

SLDC, Appdx. A, Pt. 2.

6.6.7 Expiration of TIA

Proposed addition of language as follows:

“The Administrator may require an update or a revision to the TIA before it expires if it is determined that there are significant changes in traffic conditions since the creation of the TIA.”

Question/comments for Staff:

- Does this place new mitigation burdens on a developer after development plan approval?

Comments/Questions Regarding the Staff Proposed SLDC Changes

- If so, it creates financial uncertainty and risk for the developer. Pursuant to the current SLDC, the developer has already committed to at least the following based upon the original TIA submitted for an approved development:

At a minimum, the applicant shall be required, at the time of development approval, to pay for applicant's roughly proportional share of the cost for construction, operation and maintenance of all roads in the CIP for transportation facilities for the area in which development project is located. If such roughly proportional share is insufficient to meet traffic adequacy, the applicant may, through a voluntary development agreement, voluntarily advance the cost of additional roadway system improvements and shall be reimbursed when and as additional development projects are approved.

SLDC, 6.6.5.10.

7.17.3 Buildable Area

Proposed addition of language as follows:

“A buildable area shall be identified for all lots on any plat and on any site development plan.”

Question/comments for Staff:

- The proposed requirement that a buildable area be identified for all lots on a plat seems unnecessary for large lots and lots reserved for open space or recreation.
- On large lots where multiple areas may be appropriate for buildings, the proposed requirement that a buildable area be identified does not seem practical or useful, particularly as the type of structure(s) to be built may not be known.
- This new requirement may also create a problem in conjunction with 7.17.3.2. which requires that a buildable area “shall include the footprint of the proposed structure.” For certain lots, the footprint of structure(s) may be unknown at the time of the development plan.

From: colorlight@qwestoffice.net [mailto:colorlight@qwestoffice.net]

Sent: Tuesday, August 30, 2016 11:19 AM

To: Vicki Lucero; Penny Ellis-Green; Robert A. Anaya; Liz Stefanics; Kathy S. Holian; Miguel Chavez; Henry P. Roybal

Subject: Gravel Operations on the south end of the town of Madrid

For 20 years I have lived in Madrid, NM and worked in Retail Art Sales in the town of Madrid. 13 of those years in my own business, "color & light".

Madrid's economy (therefore the economy of the State of New Mexico) is directly related to the landscape of New Mexico and SPECIFICALLY TO THE LANDSCAPE OF MADRID.

Madrid was a mining town and visitors to our town have an interest in this unique landscape created by Coal Mining.

The coal slag is the first thing I am asked about when someone comes into my Gallery.

The Coal Slag (RedDog, Gob Pile, etc) is immediately evident as stand-out proof that this town of Madrid has HISTORY.

Taking down any (or if a precedent is set, a great deal) of this history will have a direct negative impact on the economy, health, welfare and history of Madrid and New Mexico.

One small pit = years of more pits spreading throughout Madrid = loss of our unique landscape.

State Highway 14 North is a National Scenic Byway.

Dump Trucks carrying gravel on this National Scenic Byway would be detrimental to the beauty of this Byway and to the community of Madrid as well as the communities south of Madrid.

I strongly support the Turquoise Trail Regional Alliance Amendments to "Small Scale Sand and Gravel Extraction" as stated below:

Requirements under Code section 10.19. Small Scale Sand and Gravel Extraction as well as those for DCIs, Section 11.10. appear strong and directive. However there are several areas we would like to see clarified in order to maintain the quiet enjoyment of rural residents:

- **set-backs** : the current Code allows for sand & gravel operations with *only 200 foot setbacks* from property lines, etc. We think it should be at minimum 1,000 feet;
- **duration** : the current Code has *no time limit* on how long a sand & gravel business can operate. We believe there should be a 2 year maximum;
- **size of operation**: the current Code separates sand & gravel operations into 2 categories - under 10 acres, and 10 or more acres. We believe they should be under 5 acres and 5 or more acres.

Sincerely yours,

Susan M. Kelly

2770 State Highway 14 North

Madrid, NM 87010

From: karen yank [<mailto:hamonyank@cybermesa.com>]

Sent: Tuesday, August 30, 2016 10:55 AM

To: Miguel Chavez; Robert A. Anaya; Liz Stefanics; Kathy S. Holian; Henry P. Roybal; Vicki Lucero; Penny Ellis-Green

Subject: 6-month SLDC technical review recommendations from the TTRA and its member groups

August 30, 2016

THE TURQUOISE TRAIL REGIONAL ALLIANCE

PO Box 23775, Santa Fe, NM 87502-3775

Re: The 6-month SLDC technical review, recommendations from groups and residents for changes in sand and gravel mining regulations for the welfare of rural county residents.

Dear Commissioners and Staff,

There are excellent features under **10.19 Small Scale Sand and Gravel Extraction** as well as those for **DCIs, Section 11.10**. However we--the listed community organizations--have a strong concern for the welfare of rural residents in the issues below, and recommend:

- 1) That the mining setbacks in 10.19 of only 200 feet** from property lines, public road rights-of-way, public recreational easements, and environmentally sensitive lands, with no reference to rural residential areas, **are NOT adequate** for the protection of rural residents' health, safety and welfare. We are providing technical evidence and precedence for a minimum of 1,000 feet.
- 2) That a two-year duration for small scale mines is necessary** out of consideration for rural residents who value the quiet that life in our very unique County affords; and
- 3) That a clearly marked mine zone of the affected area must be confined to under five acres, not ten.** The County consultants once thought that with 200-foot internal

setbacks within a 10-acre zone, the affected area would be less than 5 acres, but this is proving to be mathematically unworkable and can't be maintained in the code. **An "under 5 acres zone" as the Small Scale / DCI cutoff is a better fit using external setbacks and more compatible with the specified limits of tonnage.** With an under 5-acre mine zone, environmental and reclamation concerns could then be better focused and managed. Designing an operation will consequently be more practical for the mining companies to envision and follow, and for the County to enforce.

4) That DCI mines must also have greater setbacks of at least 1,000 feet from all public road rights-of-way, public recreational easements, and environmentally sensitive lands; and a one half mile setback from parks.

Precedence for greater setbacks:

There are plenty of examples of 1,000-foot setbacks from residential property lines. **Robert Freilich, the County consultant who directed the writing of the county's oil/gas ordinance, recommends a "separation distance" of 1,000 feet with or without buffer** (from his book, *21st Century Land Development Code*); 1,000 feet from sand & gravel mines is also used in Rio Arriba County's Ordinance 2000-02; Jim Kuipers, P.E. mining engineer retained by citizens to aid Staff and County consultants, notes that Olathe City, Kansas too supports the 1,000 foot setback and he states that "everything [he] knows suggests that should be a minimum for a variety of reasons". Staff has been provided (July 18 & 21) with the source documents of this precedence.

Also concerning the need for sufficient setbacks from the affected area, it is necessary to have an understanding of the numbers of trucks that will be needed. In particular, the number of "trucks and pups (trailers)" one way trips that would be required to remove 20,000 tons of sand & gravel. **Using Mr. Kuipers estimate of 38.2 tons carrying capacity per truck, we calculate to be ~524 vehicle loads.** But he notes that it may take more, as crushed material that fits in the truck might not equate to the trucks maximum carrying capacity.

Size and duration precedence:

Mr. Kuipers has also provided information and knowledge describing the acreage generally needed for the extraction of 20,000 tons which, when depth of extraction is considered, appears to be well under 5 acres, let alone 10 (see math: Volume / depth per acre); and **concerning duration he notes that "[the most common federal and state regulations for small miners limit production to 10,000 tons per year"]**.

Volume / depth per acre:

Input from Mr. Kuipers: "110#/cubic ft. is a relatively standard figure for density of sand or gravel. For one acre, 20,000 tons x 2000#/ton x cubic ft./110# x acre/43,560 square ft. = 8.4 ft. depth. If they then mine the same volume from five acres you spread out the operations and get 1/5th the depth or 1.7 ft. depth. Keep in mind that the same acreage also has to apply to any roads, stockpiles or other areas, so as a rule of thumb I'd suggest 50% of the area is actually mined at any given time. So that would mean double the depths calculated above as a result."

Summary:

Please adopt these recommendations: to increase the setbacks for small mines to reasonable distances of 1,000 feet from residential structures, empathize with rural residents for the need of a specified duration for a period of 2 years, focus the affected area of mining to under 5 acres, and concerning DCI operations, extend the buffers from 500 feet to 1,000 as noted, and one half mile from parks.

SIGNED:

The Board of the Turquoise Trail Regional Alliance (Michael Madden, President; Karen Yank, Vice-President; Marc Choyt, Secretary; Toni Olson, Treasurer; Roger Taylor, Member)

The following Neighborhood and Civic Organizations have endorsed and approve this set of recommendations:

Galisteo Community Association

285 South Alliance

No Crude Oil in Lamy

The Turquoise Trail Association

The Madrid Merchants Association

Wild Earth Guardians

East Mountain Regional Trail Counsel

Earthworks Action

Rural Conservation Alliance

San Marcos Association

Rancho San Marcos HOA

Concerned Citizens of Cerrillos

Las Candelas De Los Cerrillos

San Pedro Neighborhood Association

Hamaatsa

Cerrillos Hills Park Coalition

Coalition for La Bajada Mesa

From: Barbara Briggs (<mailto:15bfirststreet@gmail.com>)
Sent: Tuesday, August 30, 2016 2:17 PM
To: Robert Griego
Subject: Public comment period

Does the public comment period only pertain to some previously proposed amendments to the SLDC that Erin Ortegoza sent out recently or is all of the language of the SLDC open for public comment, in person at the meetings or in writing?

As you know, the county Land Use Department has come up with ongoing requirements for me to convert two small rooms to commercial use at my project in Cerrillos. I have satisfied everything, including paying \$3300.00 for an apron that Miguel Romero approved at 20" wide by 23" deep. He dictated his approval to my staff member after verbally agreeing to shorten the driveway with my husband, with another person present on speaker phone, and then Petra Nalini-Palmer wrote down everything he said. Unfortunately, we did not record by a tape or I phone his words and he has since reneged on his word. Jose is now requiring a variance to shorten the driveway from 30" wide to 50" feet long, about a \$15,000 - \$20,000 project which I cannot afford. He says the variance will take months and he requires all the documentation that we already provided for the SDP. He also requires all the same documents to apply to have a food truck once a month and months of public hearings which is not included in the language of the SLDC. I am sure some other things will be added as well.

Kyle Harwood, in partnership with Representative Brian Egolf, got nowhere moving my application along. My husband had two strokes over it all, trying to help me.

Signed,

Barbara Briggs.

cc Robert Griego, Katherine Miller

From: Lynn Pickard [<mailto:lynnpickard1@yahoo.com>]
Sent: Monday, August 29, 2016 10:35 AM
To: Liz Stefanics
Cc: Margo Cutler
Subject: SLDC 6 Month Review Draft Changes

Dear Liz,

I am writing because the Community Organization that I chair, the Tesuque Valley Community Association, is very concerned about many of the draft changes to the Sustainable Land Development Code. Mostly, we are concerned with the vast amount of material (about 100 pages) and the little time between notice (August) and proposed consideration by the BCC (September). This simply does not give the TVCA committee that is charged with reviewing and commenting on the matter enough time to do so, especially considering that the end of summer is when people are vacationing or getting ready for school.

There are many substantive issues that members of our committee are concerned with. To give you an idea of their concerns, I will mention a few.

There are a number of instances where the pertinent language has been changed to cover "all lots" within the county or "all development." It seems to our members that this should be limited to "new" lots or development. Similar problems might arise when the amendments are proposed to apply whenever there is a change, however slight, to a lot line.

Also, a number of the provisions regarding water conservation do not seem to apply to the valley floor in Tesuque and could be inconsistent with various water rights that have been litigated in the Aamodt litigation, as well as inconsistent with the Tesuque Community Plan and Overlay that the BCC already adopted. These documents emphasize preservation of the rural, agricultural nature of Tesuque. Xeriscaping and other water conservation measures appropriate in other areas of the county would not seem to apply to Tesuque.

Members are also concerned with the requirement of well metering by county approved meters when there is no list of approved meters and many people have already installed meters, either for purposes of showing actual use for litigation or for conservation without regard to legal requirements. There is also concern about the cost of and requirements for rainwater catchment, especially on the valley floor.

We ask that you postpone consideration of the changes until our committee has had a chance to go over the proposed changes with county staff and hopefully agree to language that would be satisfactory to all concerned. We are suggesting not considering these amendments for at least another 90 days.

Sincerely,
Lynn Pickard, co-chair
Tesuque Valley Community Association



Santa Fe County
SLDC 6 Month Review Draft Changes
Sustainable Land Development Code

Public Review Draft Changes

Name: Katherine Mortimer

Physical Address: 31 Encantado Loop

Community or Area: Eldorado

SLDC Code Section: 7

Date: 8/31/16

Comment:

The side setbacks in Eldorado were increased to 25 feet which makes many, if not most, of the homes there existing non-conforming. I am the chair of the Architecture Committee and we have had to alert many applicants to possible inability to get a permit once they get our approval. It is not clear how this, or any other, increased side setback benefits the community, particularly how it advances sustainability. Larger distances between buildings on a street reduces the ability to create sustainable neighborhoods or even a feeling of neighborhoods at all. Some of the lots in Eldorado are pie-shaped with the point at the street. These increased setbacks result in people having to build much further back on their property and in some cases resulting awkward building areas with very long driveways and disturbing much more soil, removing more trees, and creating more impervious surface areas. I respectfully request that you reconsider the side setback and return it to its former requirement. Below please find Table 7-A with the side setbacks I would recommend. Also I have suggested deleting a sentence from the note at the end of the table.

Thank you.

Table 7-A: Setback Table

Zoning District	Front Setback (Min) ft	Front Setback (Max) ft	Side Setback (Min) ft	Rear Setback (Min) ft
Agriculture/Ranching	25	n/a	10	50

(A/R)				
Rural (RUR)	25	n/a	5	25
Rural Fringe (RUR-F)	25	n/a	5	25
Rural Residential (RUR-R)	20	n/a	5	25
Residential Fringe (RES-F)	10	n/a	5	25
Residential Estate (RES-E)	10	n/a	5	25
Residential Community (RES-C)	5	n/a	5	5
Traditional Community (TC)	5	n/a	5	5
Commercial General (CG)	5	20	0	30
Commercial Neighborhood (CN)	5	20	0	30
Industrial (I)	20	n/a	10	30
Mixed Use (MU)	0	n/a	0*	5
Public/Institutional (PI)	5	n/a	10	25

*No interior side setbacks are required in the MU district,. If a commercial use in an MU district abuts a residential zone adjacent to the MU district, then the setback shall be equal to that of the adjacent residential zone.

Contact Info:

Lfoma@santafecountynm.gov

Planning Division c/o Lucy Foma

102 Grant Ave

Santa Fe, NM 87504

Lucy G. Foma

From: Pam Henline <phenline@comcast.net>
ent: Sunday, September 04, 2016 12:03 PM
fo: Lucy G. Foma
Subject: SLDC setback

The Eldorado (ECIA) side and back setback is 20 feet, which we would like to see in your revisions rather than 25 feet.

Pam Henine
ECIA Board Vice President

