

NO PACKET MATERIAL FOR THIS ITEM



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VI. B. 1 - 3



Daniel W. Mayfield
Commissioner, District 1

Miguel M. Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

Pablo Sedillo, III
Public Safety Director

To: Santa Fe County Board of County Commissioners
From: Pablo Sedillo, III 
Public Safety Department Director
Date: 4/8/14
Re: National Correctional Officer's Week (May 4 – 10, 2014); National Correctional Nurse's Week (May 6 – 12, 2014)

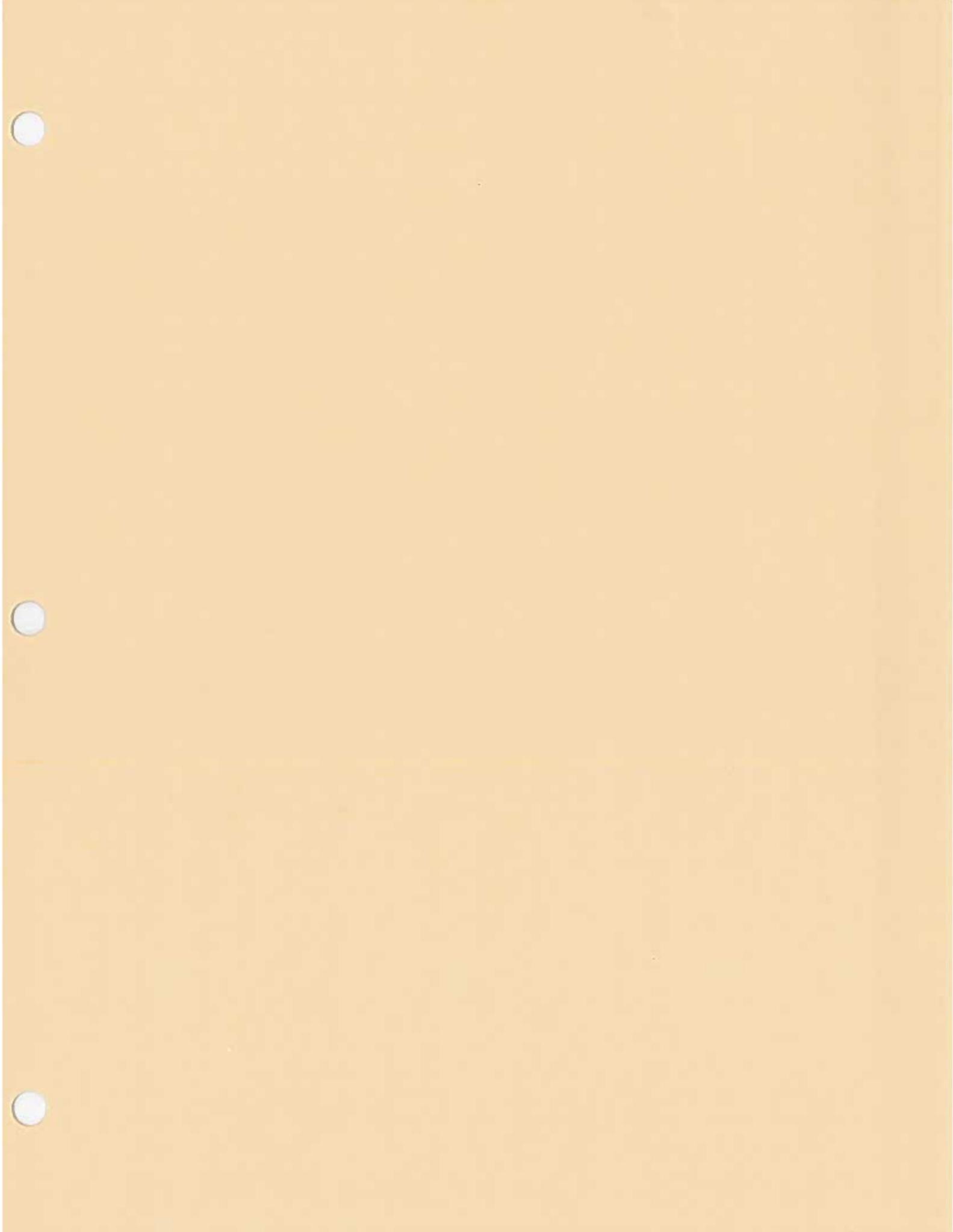
The Santa Fe County Corrections Department would like to request your support in honoring staff for National Correctional Officer's and Nurse's Week.

National Correctional Officer's Week is celebrated the first full week in May. It was established in 1984 by President Ronald Reagan to honor the work of correctional officers and correctional personnel nationwide, recognizing the contributions made by the men and women who work in jails, prisons and community corrections across the country.

National Correctional Nurse's Week was previously observed from October 11th – 16th until 1993 when the American Nurses Association Board of Directors designated May 6th – 12th as the dates to observe National Nurse's Week. This week highlights the diverse ways in which registered nurses are working to improve health care.

The Santa Fe County Public Safety Department is proud to recognize our correctional officers and nurses on this particular week for the quality work they provide seven days a week, 365 days a year.

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



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VI. D. Matters From The County Manager

1. Miscellaneous Updates

a. Annual Report



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EXECUTIVE SESSION



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PURCHASE AGREEMENT

AGREEMENT between Suzanne Teng and Gilbert Levy, wife and husband, as joint tenants, Seller, hereinafter referred to as **Grantor**, and the Board of County Commissioners (“BCC”) of Santa Fe County, New Mexico, a political subdivision of the State of New Mexico, hereinafter referred to as the **Grantee**.

IT IS HEREBY AGREED AS FOLLOWS:

That Grantor shall sell and Grantee shall buy, in lieu of condemnation, at the price and upon the terms and conditions herein set forth, fee title to the following described real property (the “Acquisition Area”):

SEE ATTACHED EXHIBITS “A” and “A-1”

Together with all improvements thereon (as defined in the Summary Statement of Just Compensation attached hereto as Exhibit “B”), free and clear of all liens, encumbrances, taxes and assessments, which property is being conveyed by Grantor to Grantee in relation to the public improvement known as: Santa Fe River Greenway Project (“Project”).

Purchase Amount: The Grantee shall pay the following amounts to the Grantor, subject to the terms and conditions herein set forth:

\$41,000.00	Fee Simple Acquisition Amount
\$85.08	Salvage Value of Windmill
\$23,914.92	Administrative Settlement
\$65,000.00	<i>Total Compensation</i>

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The performance of this Agreement constitutes the entire consideration by the Grantee, including just compensation as required by law and shall relieve the Grantee of all further obligations or claims relating to the Property. Grantee will limit construction activities adjacent to the remainder parcel owned by Grantors to the installation of the multi-use trail and river restoration.

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Escrow, Prorations and Fees: The parties hereto shall enter into an escrow agreement with an escrow agent selected by Grantee for closing of sale. Grantor shall place into escrow all necessary documents to convey the above referenced real property interests to Grantee free and clear of all liens and encumbrances, taxes and assessments, including those that are levied (owed) but may not yet be due. Monies payable under this Agreement may be due holders of secured and unsecured obligations (Lienholders) up to and including the total amount of principal, interest and allowable penalties. Upon demand, those sums shall be paid to the Lienholders, who shall be required to provide any necessary releases or consents for the Acquisition Area. The escrow agent shall make prorations based on the date of closing and the size of the Acquisition Area. All escrow fees, document preparation expenses and recording fees shall be paid by Grantee. If title insurance is desired by Grantee, it shall pay a premium therefor. Transfer of fee title shall be by Warranty Deed in a form approved by the Grantee. All other forms of interest to be conveyed shall be on a form approved by the Grantee.

1
2 **No Sale or Encumbrance:** The Grantor shall not sell or encumber the Acquisition Area prior to
3 closing.
4

5 **Closing:** Closing shall be on or before the later of 60 days after the date this Agreement is
6 accepted and approved by the Grantee; or 30 days after receipt of all necessary releases or
7 consents to convey the Acquisition Area free and clear of all liens and encumbrances.
8

9 **No Leases:** Grantor warrants that there are no oral or written leases or real estate contracts on all
10 or any portion of the Acquisition Area. Grantor shall hold Grantee harmless and reimburse
11 Grantee for any and all of its losses and expenses occasioned by reason of any undisclosed lease
12 or real estate contract or any lease of said property held by any tenant of Grantor.
13

14 **Sale in Lieu of Condemnation:** The sum paid by Grantee represents full and complete payment
15 due Grantor, including but not limited to any and all severance damages as to any remaining
16 property owned by Grantor. Grantor herein acknowledges the sale of real property to the
17 Grantee may have tax consequences to Grantor, and is advised to seek legal and/or financial
18 assistance as necessary to determine those consequences, which may include reporting of income
19 received from the sale to the Internal Revenue Service.
20

21 **Inspection:** The Grantor shall permit the Grantee to conduct such inspections of the Acquisition
22 Area and/or the Grantor's remaining property as the Grantee deems necessary. If inspections
23 indicate a potential condition and further testing or inspection is recommended, the parties
24 hereby agree to extend the date of closing to at least 30 days after the issuance of a final report
25 for such additional testing or inspection.
26

27 **Environmental:** During pre-construction due diligence, Grantee shall obtain a Phase I ESA at
28 Grantee's sole expense. If any environmental inspection reveals the presence of contamination
29 or the need to conduct any environmental cleanup, the Grantor shall remediate all contamination
30 within the Acquisition Area to bring it into compliance with all applicable Federal, State or local
31 environmental regulations and to the satisfaction of the Grantee prior to closing. Grantor
32 defends, indemnifies, and holds the Grantee and its employees, successors, assigns, agents,
33 contractors, subcontractors, experts, licensees, lessees and invitees (collectively "Indemnitees"),
34 harmless from and against any and all liability, obligations, losses, damages, penalties, claims,
35 environmental response and cleanup costs, fines, actions, suits, costs, taxes, charges, expenses,
36 and disbursements, including legal fees and expenses of whatever kind and nature (collectively
37 "claims" or "damages") imposed on, incurred by, or reserved against the Indemnitees in any way
38 relating to or arising out of any noncompliance with any federal, state, or local environmental
39 laws, the existence or presence of any regulated substance on or emanating from the Grantor's
40 property and any claims or damages in any way relation to or arising out of the removal,
41 treatment, storage, disposal, mitigation, cleanup, or remedy of any regulated substance on, under,
42 or emanating from the Grantor's property.
43

44 **Possession:** The Grantor hereby grants to the Grantee, its agents and assignees, Right of Entry to
45 the Acquisition Area for project related purposes including but not limited to construction. If
46 this Agreement is not acted upon by the BCC within 90 days of the Grantor's acceptance of this

1 Agreement, this Right of Entry shall be terminated immediately and without further act or action.
2 Possession of the Acquisition Area shall be given to Grantee upon close of escrow and recording
3 of the documents conveying the Acquisition Area.
4

5 **Risk of Loss:** The Grantor shall be responsible for the risk of loss for any and all damage to the
6 improvements located on or within the Acquisition Area prior to close of escrow and recording
7 of the documents conveying the Acquisition Area.
8

9 **No Salvage:** The Grantor shall not salvage or remove any fixtures, improvements or vegetation
10 located within the Acquisition Area without prior written approval of the Grantee. Any personal
11 property located on or within the Acquisition Area must be removed prior to close of escrow.
12

13 **Broker's Commission:** No broker or finder has been used and the Grantee shall owe no
14 brokerage or finder's fee related to this transaction. The Grantor has the sole obligation to pay
15 all brokerage or finders fees to any agent employed by Grantor.
16

17 **Survival of Representations and Warranties:** All representations and warranties contained in
18 this Agreement shall survive the closing of escrow.
19

20 **Exhibits:** Any exhibit attached to this Agreement shall be deemed to be incorporated by
21 reference with the same force and effect as if fully set forth herein.
22

23 **Entire Agreement:** This agreement contains the entire agreement between the Grantor and
24 Grantee. All understandings, conversations and communications, oral or written, between
25 Grantor and Grantee, or on behalf of either of them, are merged into and superseded by this
26 agreement and shall be of no further force or effect. No modification or amendment to this
27 Agreement shall be binding unless in writing and signed by both the Grantor and the Grantee.
28

29 **Relocation Benefits:** The Grantee acknowledges that the Grantor may be entitled to relocation
30 benefits pursuant to § 42-3-5 NMSA 1978, of the Relocation Assistance Act.
31

32 **Binding Effect:** This agreement and its rights, privileges, duties and obligations shall inure to
33 the benefit of and be binding upon each of the parties hereto, together with their respective
34 successors and permitted assigns. In the event Grantor sells or attempts to sell an interest in any
35 portion of the subject property of which the Acquisition Area is a part, Grantor agrees to tender
36 this agreement to the buyer or prospective buyer, who shall take the property interest subject
37 thereto.
38

39 **Authority:** Grantee represents and warrants that it is a political subdivision of the State of New
40 Mexico duly organized, validly existing under the laws of the state of its formation, that it has all
41 the requisite power and authority to execute this agreement through the signature(s) below, and
42 to perform its obligations hereunder. Grantor represents and warrants they are wife and husband,
43 both with the power and authority to execute this agreement through the signature(s) below, and
44 to perform the obligations hereunder.
45
46

1 Grantor accepted this ____ day of _____, 20__.

2
3 Suzanne Teng and Gilbert Levy, wife and husband, as joint tenants

4
5
6 By: _____
7 Suzanne Teng

By: _____
Gilbert Levy

8
9 As: Owner

As: Owner

10
11 Grantee agrees to purchase the above-described property at the price and under the terms and
12 conditions herein set forth.

13
14
15 Grantee accepted this ____ day of _____, 20__.

16
17
18 SANTA FE COUNTY BOARD OF COUNTY COMMISSIONERS

19
20
21 _____
22 Daniel Mayfield, Chair

Date: _____

23
24
25 ATTEST:

26
27
28 _____
29 Geraldine Salazar, County Clerk

Date: _____

30
31 APPROVED AS TO FORM:

32
33
34 _____
35 Rachel Brown, County Attorney

Date: _____

36
37 FINANCE DEPARTMENT APPROVAL:

38
39
40 _____
41 Teresa C. Martinez
42 Santa Fe County Finance Director

Date: _____

Exhibit "A"

Legal Description of Acquisition

LOT 5-B DESCRIPTION

ALL THAT PORTION OF LAND DESCRIBED ON WARRANTY DEED RECORDED AS INSTRUMENT NUMBER 1197589, REFERENCING BOUNDARY SURVEY PLAT FOR JUDITH SYKE LAVENDAR RECORDED AS RECEPTION #1215.512 PLAT BOOK 686 PAGE 617, ALL IN THE OFFICE OF THE SANTA FE COUNTY CLERK. SAID PARCEL LIES WITHIN LOT 5 SECTION 32 117N, R9E, N.M.P.M., CITY AND COUNTY OF SANTA FE, NEW MEXICO, WHICH PORTION MAY BE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 5-B COMMON WITH THE SOUTHEAST CORNER OF LOT 5-A, WHICH LIES A CHORD BEARING & DISTANCE OF S18°19'51"W 69.45 FEET FROM A CAPPED REBAR STAMPED L.S. 9052

THENCE COUNTERCLOCKWISE 39.25 FEET ON A CURVE HAVING A RADIUS OF 1186.50 FEET AND A CHORD OF S20°57'21"E, 39.25 FEET;

THENCE S21°54'13"E, 128.09 FEET;

THENCE S65°57'55"W, 226.75 FEET;

THENCE N89°03'56"W, 10.89 FEET;

THENCE N12°40'31"W, 268.73 FEET;

THENCE N77°19'29"E, 49.14 FEET;

THENCE S52°40'31"E, 95.51 FEET;

THENCE N70°19'25"E, 95.89 FEET;

MORE OR LESS TO THE POINT OF BEGINNING, CONTAINING 1.04 Ac., MORE OR LESS, AS SHOWN MORE COMPLETELY ON LAND DIVISION SURVEY PLAT PREPARED FOR IAN M. & AMY JOANNE JOE OF A PORTION OF LOT 5 PREPARED BY CORNERSTONE LAND SURVEYING JEFFERY L. LUDWIG NMLS NO. 13054, STAMPED PRELIMINARY-FOR REVIEW ONLY AND DATED 04-19-2010.

Diego J. Sisneros
DIEGO J. SISNEROS, N.M.P.L.S. 13986



10/23/2013

EXHIBIT A

Exhibit "B"

**SANTA FE COUNTY – BOARD OF COMMISSIONERS
SUMMARY STATEMENT OF OFFER TO PURCHASE
AND IMPROVEMENT REPORT**

This statement accompanies our offer letter of April 10, 2014, and shows the basis on which the offer is made.

A. IDENTIFICATION OF THE PROPERTY

The land is identified as: 1673 Camino McMillin, Santa Fe, New Mexico 87507

APN: 56006375

Property of: Suzanne Teng and Gilbert Levy, wife and husband, as joint tenants

B. THE INTEREST TO BE ACQUIRED AND BREAKDOWN OF THE OFFER AS JUST COMPENSATION.

The amount offered represents just compensation, and is the result of a review and analysis of an appraisal made by a certified real estate appraiser. If only part of the property is needed, full consideration has been given to the value of the remaining property, including items requiring compensation on a "cost-to-cure" basis, if any. The analysis of the remaining property takes into account the effect of the acquisition of the land needed, and the establishment and construction of the project. A breakdown of the offer and the interest to be acquired are noted as follows.

INTEREST TO BE ACQUIRED	QUANTITY	VALUE	VALUE OF AREA TO BE ACQUIRED
Fee Interest (acre)	0.21	75,500.00 \$	15,855.00
	0.83	30,298.00 \$	25,140.00
Windmill (salvage value, per pound)	709.00	0.12 \$	85.08
Administrative Settlement		\$	23,914.92
TOTAL JUST COMPENSATION		\$	64,995.00
TOTAL JUST COMPENSATION (ROUNDED)		\$	65,000.00

STATEMENT OF OWNER

I/We have read the Summary Statement of Just Compensation above, and make no representation accepting or rejecting the established just compensation.

- There are no persons living on the property requiring relocation.
- There are no businesses being conducted on the property requiring relocation.

Dated: April 10, 2014

OWNER SIGNATURE: _____



Exhibit "C"

Leases

Lease Agreement affecting
Parcel # 56006375

1. See Attached

or

2. Not Applicable

SL Owner's Initials ↙

GL Owner's Initials ↙

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) Suzanne Teng	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input checked="" type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.) 1673 Camino McMillin	Requester's name and address (optional)
City, state, and ZIP code Santa Fe, NM 87507		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
5 6 1 - 2 7 - 0 4 6 4
Employer identification number
- - - - -

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ <i>Suzanne Teng</i>	Date ▶ April 10, 2014
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on www.irs.gov/w9 for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) Gilbert Levy	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input checked="" type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.) 1673 Camino McMillin City, state, and ZIP code Santa Fe, NM 87507	Requester's name and address (optional)
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number											
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">4</td> <td style="width: 15%;">3</td> <td style="width: 15%;">7</td> <td style="width: 15%;">-</td> <td style="width: 15%;">9</td> <td style="width: 15%;">0</td> <td style="width: 15%;">-</td> <td style="width: 15%;">1</td> <td style="width: 15%;">3</td> <td style="width: 15%;">8</td> <td style="width: 15%;">1</td> </tr> </table>	4	3	7	-	9	0	-	1	3	8	1
4	3	7	-	9	0	-	1	3	8	1	
Employer identification number											
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;"> </td> <td style="width: 10%;"> </td> <td style="width: 10%;">-</td> <td style="width: 10%;"> </td> </tr> </table>			-								
		-									

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Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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Sign Here	Signature of U.S. person ▶	Date ▶ 4-10-14
------------------	----------------------------	-----------------------

General Instructions

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- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

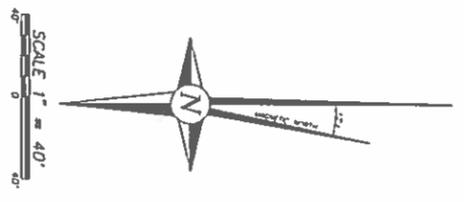
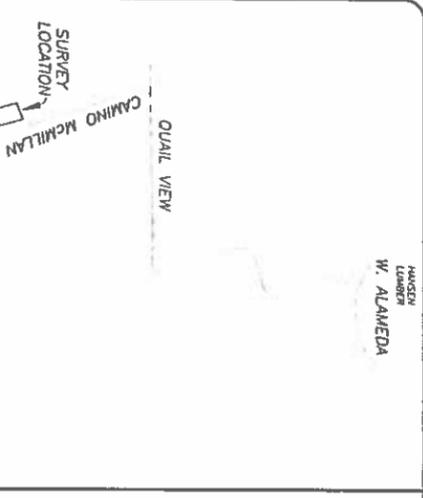
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

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- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.



LEGEND/DEED-PLAT REFERENCES

- 1) REFERENCE A PLAT OF SURVEY FILED, "BOUNDARY SURVEY PLAT FOR LOTS 5-A AND 5-B, SECTION 32, T-17-N, R-9-E, N.M.C. 07/16/02 BY DAVID E. COOPER, N.M.L.S. 9052 AND FILED FOR RECORD IN THE OFFICE OF THE SANTA FE COUNTY CLERK IN PLAT BOOK 507, PAGE 32
- 2) REFERENCE A WARRANTY DEED FOR RECORD IN THE OFFICE OF THE SANTA FE COUNTY CLERK AS INSTRUMENT NO. 1397589 ON 09/09/05

- MONUMENT ROUND AND USED AS NOTED
- CAPPED REBAR "13034" SET
- COMPUTED POINT
- U.S. CADASTRAL SURVEY/BLM BRASS CAP
- ▲ CONTROL MONUMENT
- ↖ UTILITY POLE OVERHEAD UTILITY LINES AND POLE GUY ANCHOR WHERE APPLICABLE

NOTES:

BASES OF BEARINGS IS GEODETIC AZIMUTH BASED ON GPS OBSERVATIONS AND ADJUSTED TO THE LOCAL HORIZONTAL MERIDIAN. BEARINGS ARE NEW STATE PLANE CENTRAL ZONE - NAD83 DISTANCES ARE GROUND DISTANCES. COMBINED SCALE FACTOR: 0.9999983893. ACCORDING TO FEMA FIRM PANEL 35049C 03320 THIS PROPERTY LIES WITHIN ZONES AE, X (HATCHED) AND X. ZONE AE - BASE FLOOD ELEVATIONS DETERMINED

ZONE X (HATCHED) - AREAS OF 0.2% ANNUAL CHANCE FLOOD. AREAS OF 1% ANNUAL CHANCE FLOOD WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE. AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD

ZONE X - AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN

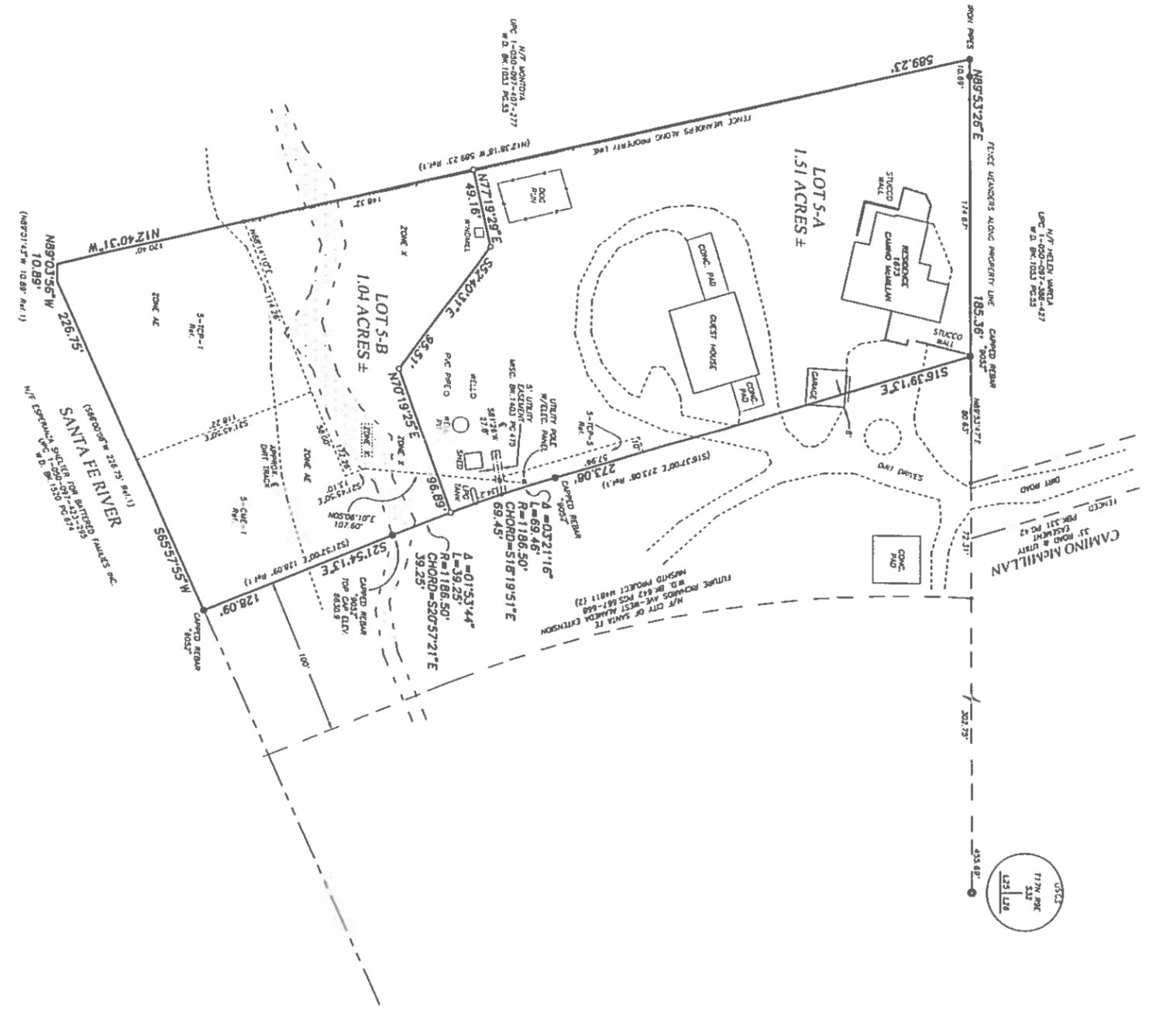
THESE DESIGNATIONS DO NOT GUARANTEE THAT THE PROPERTY WILL BE FREE FROM FLOODING OR FLOOD RELATED DAMAGES

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS LAND DIVISION SURVEY PLAT AND THE FIELD SURVEY ON WHICH IS BASED WERE MADE BY ME OR UNDER MY SUPERVISION AND CONTROL AND THAT THE DATA SHOWN HEREON ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THIS SURVEY MEETS OR EXCEEDS THE MINIMUM REQUIREMENTS OF THE STANDARDS FOR LAND SURVEYS IN NEW MEXICO AS ADOPTED BY THE NEW MEXICO STATE BOARD OF REGISTRATION OF PROFESSIONAL ENGINEERS AND SURVEYORS. FIELD WORK COMPLETED AND APPROVED BY ME ON THE DATE AS OF THE DATE OF THIS SURVEY.

PRELIMINARY - FOR REVIEW ONLY
04-19-2010

JEFFERY L. LUDWIG N.M.L.S. 13054 DATE



CONSENT AFFIDAVIT

KNOW ALL PERSONS BY THESE PRESENTS, THAT THE UNDERSIGNED OWNERS AND PROPLETORS HAVE PROCEEDED TO THE COUNTY OF SANTA FE, NEW MEXICO, TO FILE FOR RECORD A PORTION OF LOT 5, SECTION 32, T-17-N, R-9-E, N.M.C. ALL AS SHOWN HEREON LYING WITHIN THE COUNTY OF SANTA FE, NEW MEXICO. ALL THAT APPEARS ON THIS PLAT IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPLETORS. MAINTENANCE OF THE ACCESS EASEMENTS AS SHOWN HEREON IS TO BE THE RESPONSIBILITY OF THE LAND OWNERS.

IAN J. JOE _____ DATE
AMY JOANNE JOE _____ DATE
STATE OF NEW MEXICO }
COUNTY OF SANTA FE }
ON THIS _____ DAY OF _____, 2010 THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY THE PERSON(S) WHOSE NAME(S) APPEAR ABOVE

NOTARY PUBLIC _____ COMMISSION EXPIRES _____

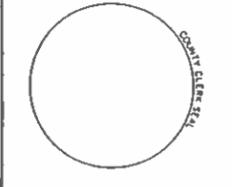
COUNTY OF SANTA FE APPROVAL NOTES & CONDITIONS

COUNTY LAND USE ADMINISTRATOR _____ DATE
COUNTY DEVELOPMENT PERMIT NO. _____
COUNTY RURAL ADDRESSING _____ DATE
COUNTY ASSESSOR _____ DATE

IPC 1-050-097-446-483
INDEXING INFORMATION FOR COUNTY CLERK

LAND DIVISION SURVEY PLAT		SECTION(s)	32
PREPARED FOR		TOWNSHIP	T-17-N
IAN J. & AMY JOANNE		RANGE	R-9-E
JOE		GRANT	N/A
OF		DATE	04/19/10
A PORTION OF LOT 5		DRAWN BY	JLL
COUNTY OF SANTA FE, NEW MEXICO		CHECKED BY	JLL
		PROJECT NO.	SFC10-00210

COUNTY OF SANTA FE, STATE OF NEW MEXICO, I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD ON the _____ day of _____, 2010 and was duly recorded in Book _____ of the records of Santa Fe County. Witness my hand and Seal of Office County Clerk, Santa Fe County, N.M. Deputy



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PURCHASE AGREEMENT

AGREEMENT between Suzanne Teng and Gilbert Levy, wife and husband, as joint tenants, Seller, hereinafter referred to as **Grantor**, and the Board of County Commissioners (“BCC”) of Santa Fe County, New Mexico, a political subdivision of the State of New Mexico, hereinafter referred to as the **Grantee**.

IT IS HEREBY AGREED AS FOLLOWS:

That Grantor shall sell and Grantee shall buy, in lieu of condemnation, at the price and upon the terms and conditions herein set forth, fee title to the following described real property (the “Acquisition Area”):

SEE ATTACHED EXHIBITS “A” and “A-1”

Together with all improvements thereon (as defined in the Summary Statement of Just Compensation attached hereto as Exhibit “B”), free and clear of all liens, encumbrances, taxes and assessments, which property is being conveyed by Grantor to Grantee in relation to the public improvement known as: Santa Fe River Greenway Project (“Project”).

Purchase Amount: The Grantee shall pay the following amounts to the Grantor, subject to the terms and conditions herein set forth:

\$41,000.00	Fee Simple Acquisition Amount
\$85.08	Salvage Value of Windmill
\$23,914.92	Administrative Settlement
\$65,000.00	<i>Total Compensation</i>

23
24
25 The performance of this Agreement constitutes the entire consideration by the Grantee, including
26 just compensation as required by law and shall relieve the Grantee of all further obligations or
27 claims relating to the Property. Grantee will limit construction activities adjacent to the
28 remainder parcel owned by Grantors to the installation of the multi-use trail and river restoration.
29

30 **Escrow, Prorations and Fees:** The parties hereto shall enter into an escrow agreement with an
31 escrow agent selected by Grantee for closing of sale. Grantor shall place into escrow all
32 necessary documents to convey the above referenced real property interests to Grantee free and
33 clear of all liens and encumbrances, taxes and assessments, including those that are levied
34 (owed) but may not yet be due. Monies payable under this Agreement may be due holders of
35 secured and unsecured obligations (Lienholders) up to and including the total amount of
36 principal, interest and allowable penalties. Upon demand, those sums shall be paid to the
37 Lienholders, who shall be required to provide any necessary releases or consents for the
38 Acquisition Area. The escrow agent shall make prorations based on the date of closing and the
39 size of the Acquisition Area. All escrow fees, document preparation expenses and recording fees
40 shall be paid by Grantee. If title insurance is desired by Grantee, it shall pay a premium therefor.
41 Transfer of fee title shall be by Warranty Deed in a form approved by the Grantee. All other
42 forms of interest to be conveyed shall be on a form approved by the Grantee.

1
2 **No Sale or Encumbrance:** The Grantor shall not sell or encumber the Acquisition Area prior to
3 closing.

4
5 **Closing:** Closing shall be on or before the later of 60 days after the date this Agreement is
6 accepted and approved by the Grantee; or 30 days after receipt of all necessary releases or
7 consents to convey the Acquisition Area free and clear of all liens and encumbrances.

8
9 **No Leases:** Grantor warrants that there are no oral or written leases or real estate contracts on all
10 or any portion of the Acquisition Area. Grantor shall hold Grantee harmless and reimburse
11 Grantee for any and all of its losses and expenses occasioned by reason of any undisclosed lease
12 or real estate contract or any lease of said property held by any tenant of Grantor.

13
14 **Sale in Lieu of Condemnation:** The sum paid by Grantee represents full and complete payment
15 due Grantor, including but not limited to any and all severance damages as to any remaining
16 property owned by Grantor. Grantor herein acknowledges the sale of real property to the
17 Grantee may have tax consequences to Grantor, and is advised to seek legal and/or financial
18 assistance as necessary to determine those consequences, which may include reporting of income
19 received from the sale to the Internal Revenue Service.

20
21 **Inspection:** The Grantor shall permit the Grantee to conduct such inspections of the Acquisition
22 Area and/or the Grantor's remaining property as the Grantee deems necessary. If inspections
23 indicate a potential condition and further testing or inspection is recommended, the parties
24 hereby agree to extend the date of closing to at least 30 days after the issuance of a final report
25 for such additional testing or inspection.

26
27 **Environmental:** During pre-construction due diligence, Grantee shall obtain a Phase I ESA at
28 Grantee's sole expense. If any environmental inspection reveals the presence of contamination
29 or the need to conduct any environmental cleanup, the Grantor shall remediate all contamination
30 within the Acquisition Area to bring it into compliance with all applicable Federal, State or local
31 environmental regulations and to the satisfaction of the Grantee prior to closing. Grantor
32 defends, indemnifies, and holds the Grantee and its employees, successors, assigns, agents,
33 contractors, subcontractors, experts, licensees, lessees and invitees (collectively "Indemnitees"),
34 harmless from and against any and all liability, obligations, losses, damages, penalties, claims,
35 environmental response and cleanup costs, fines, actions, suits, costs, taxes, charges, expenses,
36 and disbursements, including legal fees and expenses of whatever kind and nature (collectively
37 "claims" or "damages") imposed on, incurred by, or reserved against the Indemnitees in any way
38 relating to or arising out of any noncompliance with any federal, state, or local environmental
39 laws, the existence or presence of any regulated substance on or emanating from the Grantor's
40 property and any claims or damages in any way relation to or arising out of the removal,
41 treatment, storage, disposal, mitigation, cleanup, or remedy of any regulated substance on, under,
42 or emanating from the Grantor's property.

43
44 **Possession:** The Grantor hereby grants to the Grantee, its agents and assignees, Right of Entry to
45 the Acquisition Area for project related purposes including but not limited to construction. If
46 this Agreement is not acted upon by the BCC within 90 days of the Grantor's acceptance of this

1 Agreement, this Right of Entry shall be terminated immediately and without further act or action.
2 Possession of the Acquisition Area shall be given to Grantee upon close of escrow and recording
3 of the documents conveying the Acquisition Area.
4

5 **Risk of Loss:** The Grantor shall be responsible for the risk of loss for any and all damage to the
6 improvements located on or within the Acquisition Area prior to close of escrow and recording
7 of the documents conveying the Acquisition Area.
8

9 **No Salvage:** The Grantor shall not salvage or remove any fixtures, improvements or vegetation
10 located within the Acquisition Area without prior written approval of the Grantee. Any personal
11 property located on or within the Acquisition Area must be removed prior to close of escrow.
12

13 **Broker's Commission:** No broker or finder has been used and the Grantee shall owe no
14 brokerage or finder's fee related to this transaction. The Grantor has the sole obligation to pay
15 all brokerage or finders fees to any agent employed by Grantor.
16

17 **Survival of Representations and Warranties:** All representations and warranties contained in
18 this Agreement shall survive the closing of escrow.
19

20 **Exhibits:** Any exhibit attached to this Agreement shall be deemed to be incorporated by
21 reference with the same force and effect as if fully set forth herein.
22

23 **Entire Agreement:** This agreement contains the entire agreement between the Grantor and
24 Grantee. All understandings, conversations and communications, oral or written, between
25 Grantor and Grantee, or on behalf of either of them, are merged into and superseded by this
26 agreement and shall be of no further force or effect. No modification or amendment to this
27 Agreement shall be binding unless in writing and signed by both the Grantor and the Grantee.
28

29 **Relocation Benefits:** The Grantee acknowledges that the Grantor may be entitled to relocation
30 benefits pursuant to § 42-3-5 NMSA 1978, of the Relocation Assistance Act.
31

32 **Binding Effect:** This agreement and its rights, privileges, duties and obligations shall inure to
33 the benefit of and be binding upon each of the parties hereto, together with their respective
34 successors and permitted assigns. In the event Grantor sells or attempts to sell an interest in any
35 portion of the subject property of which the Acquisition Area is a part, Grantor agrees to tender
36 this agreement to the buyer or prospective buyer, who shall take the property interest subject
37 thereto.
38

39 **Authority:** Grantee represents and warrants that it is a political subdivision of the State of New
40 Mexico duly organized, validly existing under the laws of the state of its formation, that it has all
41 the requisite power and authority to execute this agreement through the signature(s) below, and
42 to perform its obligations hereunder. Grantor represents and warrants they are wife and husband,
43 both with the power and authority to execute this agreement through the signature(s) below, and
44 to perform the obligations hereunder.
45
46

1 Grantor accepted this ____ day of _____, 20__.

2
3 Suzanne Teng and Gilbert Levy, wife and husband, as joint tenants

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5
6 By: _____
7 Suzanne Teng

By: _____
Gilbert Levy

8
9 As: Owner

As: Owner

10
11 Grantee agrees to purchase the above-described property at the price and under the terms and
12 conditions herein set forth.

13
14
15 Grantee accepted this ____ day of _____, 20__.

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18 SANTA FE COUNTY BOARD OF COUNTY COMMISSIONERS

19
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21 _____
22 Daniel Mayfield, Chair

Date: _____

23
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25 ATTEST:

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28 _____
29 Geraldine Salazar, County Clerk

Date: _____

30
31 APPROVED AS TO FORM:

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34 _____
35 Rachel Brown, County Attorney

Date: _____

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37 FINANCE DEPARTMENT APPROVAL:

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40 _____
41 Teresa C. Martinez
42 Santa Fe County Finance Director

Date: _____

Exhibit "A"

Legal Description of Acquisition

LOT 5-B DESCRIPTION

ALL THAT PORTION OF LAND DESCRIBED ON WARRANTY DEED RECORDED AS INSTRUMENT NUMBER 1397589, REFERENCING BOUNDARY SURVEY PLAT FOR JUDITH SYKE LAVENDAR RECORDED AS RECEPTION #1215.512 PLAT BOOK 686 PAGE 617, ALL IN THE OFFICE OF THE SANTA FE COUNTY CLERK. SAID PARCEL LIES WITHIN LOT 5 SECTION 32 117N, R9E, N.M.P.M., CITY AND COUNTY OF SANTA FE, NEW MEXICO, WHICH PORTION MAY BE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 5-B COMMON WITH THE SOUTHEAST CORNER OF LOT 5-A, WHICH LIES A CHORD BEARING & DISTANCE OF S18°19'51"E 69.45 FEET FROM A CAPPED REBAR STAMPED L.S. 9052

THENCE COUNTERCLOCKWISE 39.25 FEET ON A CURVE HAVING A RADIUS OF 1186.50 FEET AND A CHORD OF S20°57'21"E, 39.25 FEET;

THENCE S21°54'13"E, 128.09 FEET;

THENCE S65°57'55"W, 226.75 FEET;

THENCE N89°03'56"W, 10.89 FEET;

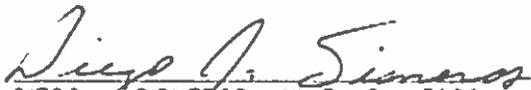
THENCE N12°40'31"W, 268.73 FEET;

THENCE N77°19'29"E, 49.14 FEET;

THENCE S52°40'31"E, 95.51 FEET;

THENCE N70°19'25"E, 95.89 FEET;

MORE OR LESS TO THE POINT OF BEGINNING, CONTAINING 1.04 Ac., MORE OR LESS, AS SHOWN COMPLETELY ON LAND DIVISION SURVEY PLAT PREPARED FOR IAN M. & AMY JOANNE JOE OF A PORTION OF LOT 5 PREPARED BY CORNERSTONE LAND SURVEYING JEFFERY L. LUDWIG NMLS NO. 13054, STAMPED PRELIMINARY-FOR REVIEW ONLY AND DATED 04-19-2010.


DIEGO J. SISNEROS, N.M.P.L.S. 13986



10/23/2013

EXHIBIT A

Exhibit "B"

**SANTA FE COUNTY – BOARD OF COMMISSIONERS
SUMMARY STATEMENT OF OFFER TO PURCHASE
AND IMPROVEMENT REPORT**

This statement accompanies our offer letter of April 10, 2014, and shows the basis on which the offer is made.

A. IDENTIFICATION OF THE PROPERTY

The land is identified as: 1673 Camino McMillin, Santa Fe, New Mexico 87507
APN: 56006375
Property of: Suzanne Teng and Gilbert Levy, wife and husband, as joint tenants

B. THE INTEREST TO BE ACQUIRED AND BREAKDOWN OF THE OFFER AS JUST COMPENSATION.

The amount offered represents just compensation, and is the result of a review and analysis of an appraisal made by a certified real estate appraiser. If only part of the property is needed, full consideration has been given to the value of the remaining property, including items requiring compensation on a "cost-to-cure" basis, if any. The analysis of the remaining property takes into account the effect of the acquisition of the land needed, and the establishment and construction of the project. A breakdown of the offer and the interest to be acquired are noted as follows.

INTEREST TO BE ACQUIRED	QUANTITY	VALUE	VALUE OF AREA TO BE ACQUIRED
Fee Interest (acre)	0.21	75,500.00 \$	15,855.00
	0.83	30,298.00 \$	25,140.00
Windmill (salvage value, per pound)	709.00	0.12 \$	85.08
Administrative Settlement		\$	23,914.92
TOTAL JUST COMPENSATION		\$	64,995.00
TOTAL JUST COMPENSATION (ROUNDED)		\$	65,000.00

STATEMENT OF OWNER

I/We have read the Summary Statement of Just Compensation above, and make no representation accepting or rejecting the established just compensation.

- There are no persons living on the property requiring relocation.
- There are no businesses being conducted on the property requiring relocation.

Dated: April 10, 2014

OWNER SIGNATURE: 

Exhibit "C"

Leases

Lease Agreement affecting
Parcel # 56006375

1. See Attached

or

2. Not Applicable

SI Owner's Initials ↙
GL Owner's Initials ↙

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AGREEMENT between Suzanne Teng and Gilbert Levy, wife and husband, as joint tenants, Seller, hereinafter referred to as **Grantor**, and the Board of County Commissioners (“BCC”) of Santa Fe County, New Mexico, a political subdivision of the State of New Mexico, hereinafter referred to as the **Grantee**.

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SEE ATTACHED EXHIBITS “A” and “A-1”

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29 or the need to conduct any environmental cleanup, the Grantor shall remediate all contamination
30 within the Acquisition Area to bring it into compliance with all applicable Federal, State or local
31 environmental regulations and to the satisfaction of the Grantee prior to closing. Grantor
32 defends, indemnifies, and holds the Grantee and its employees, successors, assigns, agents,
33 contractors, subcontractors, experts, licensees, lessees and invitees (collectively "Indemnitees"),
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35 environmental response and cleanup costs, fines, actions, suits, costs, taxes, charges, expenses,
36 and disbursements, including legal fees and expenses of whatever kind and nature (collectively
37 "claims" or "damages") imposed on, incurred by, or reserved against the Indemnitees in any way
38 relating to or arising out of any noncompliance with any federal, state, or local environmental
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40 property and any claims or damages in any way relation to or arising out of the removal,
41 treatment, storage, disposal, mitigation, cleanup, or remedy of any regulated substance on, under,
42 or emanating from the Grantor's property.

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40 Mexico duly organized, validly existing under the laws of the state of its formation, that it has all
41 the requisite power and authority to execute this agreement through the signature(s) below, and
42 to perform its obligations hereunder. Grantor represents and warrants they are wife and husband,
43 both with the power and authority to execute this agreement through the signature(s) below, and
44 to perform the obligations hereunder.
45
46

1 Grantor accepted this ____ day of _____, 20__.

2
3 Suzanne Teng and Gilbert Levy, wife and husband, as joint tenants

4
5
6 By: _____
7 Suzanne Teng

By: _____
Gilbert Levy

8
9 As: Owner

As: Owner

10
11 Grantee agrees to purchase the above-described property at the price and under the terms and
12 conditions herein set forth.

13
14
15 Grantee accepted this ____ day of _____, 20__.

16
17
18 SANTA FE COUNTY BOARD OF COUNTY COMMISSIONERS

19
20
21 _____
22 Daniel Mayfield, Chair

Date: _____

23
24
25 ATTEST:

26
27
28 _____
29 Geraldine Salazar, County Clerk

Date: _____

30
31 APPROVED AS TO FORM:

32
33
34 _____
35 Rachel Brown, County Attorney

Date: _____

36
37 FINANCE DEPARTMENT APPROVAL:

38
39
40 _____
41 Teresa C. Martinez
42 Santa Fe County Finance Director

Date: _____

Exhibit "A"

Legal Description of Acquisition

LOT 5-B DESCRIPTION

ALL THAT PORTION OF LAND DESCRIBED ON WARRANTY DEED RECORDED AS INSTRUMENT NUMBER 1397589, REFERENCING BOUNDARY SURVEY PLAT FOR JUDITH SYKE LAVENDAR RECORDED AS RECEPTION #1215.512 PLAT BOOK 686 PAGE 617, ALL IN THE OFFICE OF THE SANTA FE COUNTY CLERK. SAID PARCEL LIES WITHIN LOT 5 SECTION 32 T17N, R9E, N.M.P.M., CITY AND COUNTY OF SANTA FE, NEW MEXICO, WHICH PORTION MAY BE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 5-B COMMON WITH THE SOUTHEAST CORNER OF LOT 5-A, WHICH LIES A CHORD BEARING & DISTANCE OF S18°19'51"E 69.45 FEET FROM A CAPPED REBAR STAMPED L.S. 9052

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THENCE N89°03'56"W, 10.89 FEET;

THENCE N12°40'31"W, 258.73 FEET;

THENCE N77°19'29"E, 49.14 FEET;

THENCE S52°40'31"E, 95.51 FEET;

THENCE N70°19'25"E, 95.89 FEET;

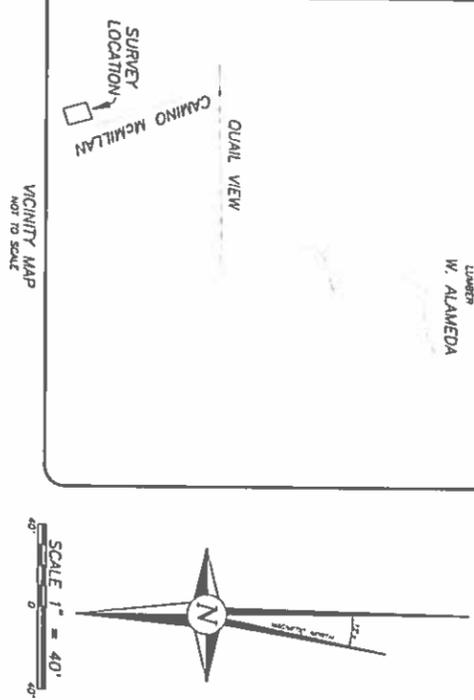
MORE OR LESS TO THE POINT OF BEGINNING, CONTAINING 1.04 Ac., MORE OR LESS, AS SHOWN MORE COMPLETELY ON LAND DIVISION SURVEY PLAT PREPARED FOR IAN M. & AMY JOANNE JOE OF A PORTION OF LOT 5 PREPARED BY CORNERSTONE LAND SURVEYING JEFFERY L. LUDWIG NMLS NO. 13054, STAMPED PRELIMINARY-FOR REVIEW ONLY AND DATED 04-19-2010.


DIEGO J. SISNEROS, N.M.P.L.S. 13986



10/23/2013

EXHIBIT A



LEGEND/DEED-PLAT REFERENCES

- 1) REFERENCE A PLAT OF SURVEY NAMED "BOUNDARY SURVEY PLAT FOR LOTS 5A AND 5B, SECTION 32, TOWNSHIP 17-N, RANGE 9-E, N.M.P.M., SANTA FE COUNTY, NEW MEXICO," DATED 07/16/02 BY DAVID E. COOPER, N.M.L.S. 9052 AND FILED FOR RECORD IN THE OFFICE OF THE SANTA FE COUNTY CLERK IN PLAT BOOK 507, PAGE 32
- 2) REFERENCE A WARRANTY DEED FOR RECORD IN THE OFFICE OF THE SANTA FE COUNTY CLERK AS INSTRUMENT NO. 1397589 ON 09/09/05

- MONUMENT FOUND AND USED AS NOTED
- CAPPED REBAR 1.1054" SET
- COMPUTED POINT
- U.S. COASTAL SURVEY/BLM BRASS CAP
- △ CONTROL MONUMENT
- UTILITY POLE OVERHEAD UTILITY LINES AND POLE CUP ANCHOR WHERE APPLICABLE

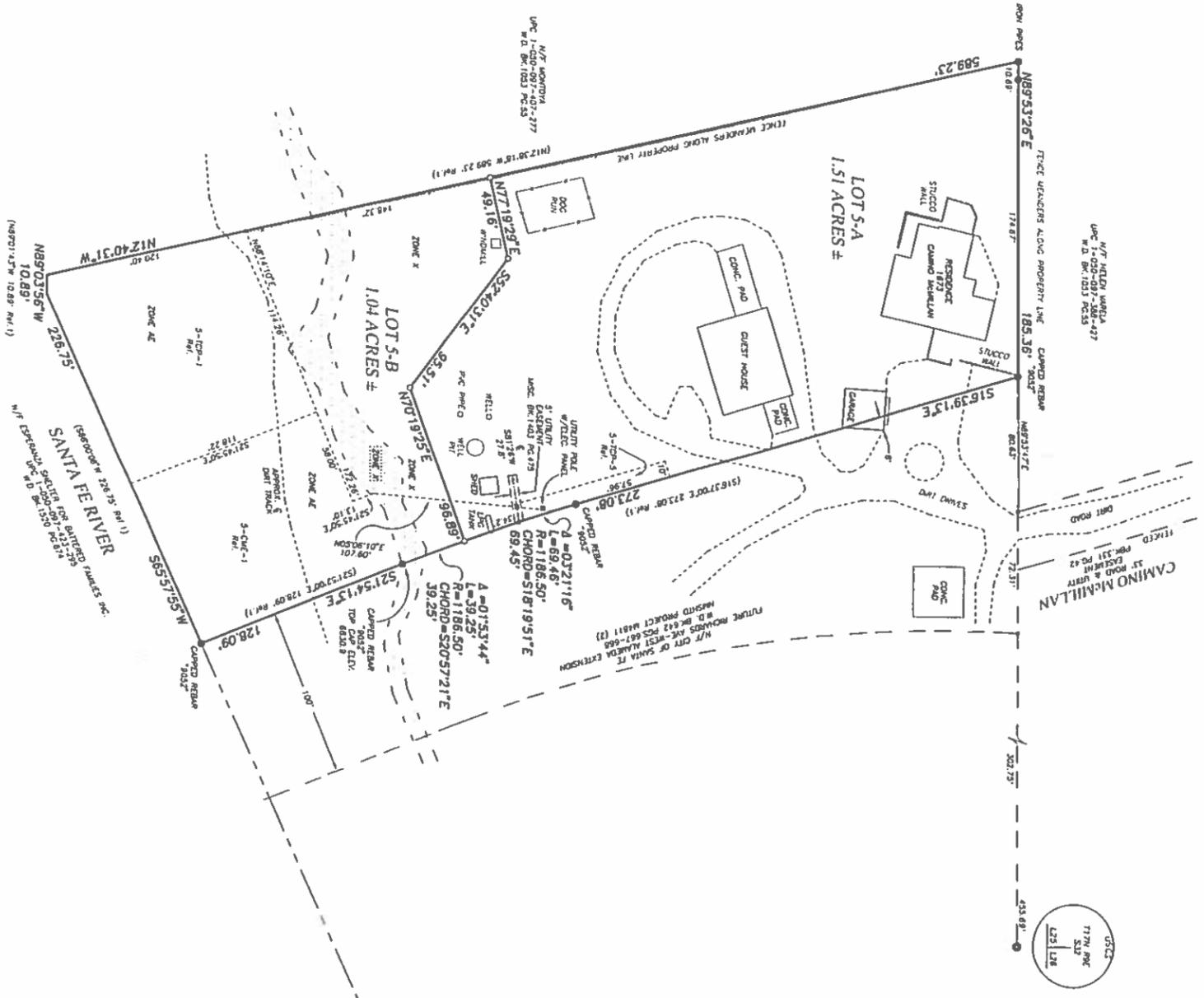
NOTES:

BASE OF BEARING IS GEODETIC AZIMUTH BASED ON GPS OBSERVATIONS. ANY MONUMENTED LINE NOTED HEREON MAY BE UTILIZED AS A LOCAL BASIS OF BEARINGS. BEARINGS ARE NAD STATE PLANE CENTRAL ZONE - NAD83 DISTANCES ARE REFERRED TO 6800' AMSL. COMBINED SCALE FACTOR 0.999838883 ACCORDING TO FEMA PLAN, 35049C 03920 THIS PROPERTY LIES WITHIN ZONES AE, X (HATCHED) AND X. ZONE AE - BASE FLOOD ELEVATIONS DETERMINED ZONE X (HATCHED) - AREAS OF 0.2% ANNUAL CHANCE FLOODING AREAS WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE, AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD ZONE X - AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN THESE DESIGNATIONS DO NOT GUARANTEE THAT THE PROPERTY WILL BE FREE FROM FLOODING OR FLOOD RELATED DAMAGES

SURVEYOR'S CERTIFICATE

I, HERBERT GERRIT, THAT THIS LAND DIVISION SURVEY PLAT AND THE FIELD SURVEY THEREON, WAS MADE BY ME OR UNDER MY PERSONAL DIRECTION AND CONTROL, THAT THE DATA SHOWN HEREON ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT THIS SURVEY MEETS OR EXCEEDS THE MINIMUM REQUIREMENTS OF THE STANDARDS FOR LAND SURVEYS IN NEW MEXICO AS SET FORTH IN THE NEW MEXICO STATE BOARD OF REGISTRATION FOR PROFESSIONAL LAND SURVEYORS' FIELD WORK COMPLETED IN 01/2010. IMPROVEMENTS ARE CURRENT AS OF THE DATE OF THIS SURVEY.

PRELIMINARY - FOR REVIEW ONLY
 04-19-2010
 DATE



COUNTY OF SANTA FE
 STATE OF NEW MEXICO
 I hereby certify that this instrument was filed for record on the _____ day of _____, A.D. 20____ at _____ o'clock _____ m. and was duly recorded in book _____ of the records of Santa Fe County.
 Witness my hand and Seal of Office
 County Clerk, Santa Fe County, N.M.

CORNERSTONE LAND SURVEYING
 JEFFERY L. LUDWIG
 N.M.L.S. No. 13054
 505-690-7010 CELL
 505-471-5477 OFFICE
 P.O. BOX 848
 SANTA FE, NEW MEXICO
 87504

SECTION(S)	32
TOWNSHIP	T-17-N
RANGE	R-9-E
GRANT	N/A
V.V.P.N.	

INDEXING INFORMATION FOR COUNTY CLERK
 LAN DIVISION SURVEY PLAT
 PREPARED FOR
IAN J. & AMY JOANNE
 OF
JOE
 A PORTION OF LOTS
 COUNTY OF SANTA FE, NEW MEXICO

CONSENT AFFIDAVIT
 KNOW ALL PERSONS BY THESE PRESENTS:
 THAT THE UNDERSIGNED OWNERS AND PROPRIETORS HAVE REVIEWED THIS PLAT SAID PLAT WAS PREPARED TO SHOW A LAND DIVISION OF A PORTION OF LOT 5, SECTION 32, T-17-N, R-9-E, N.M.P.M., ALL AS SHOWN HEREON, WHOSE INTERESTS ARE IN THE COUNTY OF SANTA FE, NEW MEXICO, THAT THE UNDERSIGNED OWNERS AND PROPRIETORS HAVE REVIEWED AND IN ACCORDANCE WITH THE OBLIGATIONS OF THE UNDERSIGNED OWNERS AND PROPRIETORS MAINTENANCE OF THE ACCESS EASEMENTS AS SHOWN HEREON IS TO BE THE RESPONSIBILITY OF THE LAND OWNERS.

IAN W. JOE _____ DATE _____
 AMY JOANNE JOE _____ DATE _____
 STATE OF NEW MEXICO)
 COUNTY OF SANTA FE)
 ON THIS _____ DAY OF _____, 2010 THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY THE PERSON(S) WHOSE NAME(S) APPEAR ABOVE
 NOTARY PUBLIC _____ COMMISSION EXPIRES _____

COUNTY OF SANTA FE APPROVAL
NOTES & CONDITIONS
 COUNTY LAND USE ADMINISTRATOR _____ DATE _____
 COUNTY DEVELOPMENT PERMIT No. _____ DATE _____
 COUNTY RURAL ADDRESSING _____ DATE _____
 COUNTY ASSESSOR _____ DATE _____

Exhibit "B"

**SANTA FE COUNTY – BOARD OF COMMISSIONERS
SUMMARY STATEMENT OF OFFER TO PURCHASE
AND IMPROVEMENT REPORT**

This statement accompanies our offer letter of April 10, 2014, and shows the basis on which the offer is made.

A. IDENTIFICATION OF THE PROPERTY

The land is identified as: 1673 Camino McMillin, Santa Fe, New Mexico 87507
APN: 56006375
Property of: Suzanne Teng and Gilbert Levy, wife and husband, as joint tenants

B. THE INTEREST TO BE ACQUIRED AND BREAKDOWN OF THE OFFER AS JUST COMPENSATION.

The amount offered represents just compensation, and is the result of a review and analysis of an appraisal made by a certified real estate appraiser. If only part of the property is needed, full consideration has been given to the value of the remaining property, including items requiring compensation on a "cost-to-cure" basis, if any. The analysis of the remaining property takes into account the effect of the acquisition of the land needed, and the establishment and construction of the project. A breakdown of the offer and the interest to be acquired are noted as follows.

INTEREST TO BE ACQUIRED	QUANTITY	VALUE	VALUE OF AREA TO BE ACQUIRED
Fee Interest (acre)	0.21	75,500.00 \$	15,855.00
	0.83	30,298.00 \$	25,140.00
Windmill (salvage value, per pound)	709.00	0.12 \$	85.08
Administrative Settlement		\$	23,914.92
TOTAL JUST COMPENSATION		\$	64,995.00
TOTAL JUST COMPENSATION (ROUNDED)		\$	65,000.00

STATEMENT OF OWNER

I/We have read the Summary Statement of Just Compensation above, and make no representation accepting or rejecting the established just compensation.

- There are no persons living on the property requiring relocation.
- There are no businesses being conducted on the property requiring relocation.

Dated: April 10, 2014

OWNER SIGNATURE: 

Exhibit "C"

Leases

Lease Agreement affecting
Parcel # 56006375

1. See Attached

or

2. Not Applicable

 57 Owner's Initials ↙

 GL Owner's Initials ↙



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REVISED PURCHASE AGREEMENT

AGREEMENT between Edwin Alberto Lemus and Francesca Forese-Lemus, husband and wife, Seller, hereinafter referred to as **Grantor**, and the Board of County Commissioners (“BCC”) of Santa Fe County, New Mexico, a political subdivision of the State of New Mexico, hereinafter referred to as the **Grantee**.

IT IS HEREBY AGREED AS FOLLOWS:

That Grantor shall sell and Grantee shall buy, in lieu of condemnation, at the price and upon the terms and conditions herein set forth, fee title to the following described real property (**the “Acquisition Area”**):

SEE ATTACHED EXHIBITS “A” and “A-1”

Together with all improvements thereon (as defined in the Summary Statement of Just Compensation attached hereto as Exhibit “B”), free and clear of all liens, encumbrances, taxes and assessments, which property is being conveyed by Grantor to Grantee in relation to the public improvement known as: Santa Fe River Greenway Project (“Project”).

Purchase Amount: The Grantee shall pay the following amounts to the Grantor, subject to the terms and conditions herein set forth:

\$23,000.00	Fee Simple Acquisition Amount
\$17,000.00	Administrative Settlement
\$40,000.00	<i>Total Compensation</i>

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The performance of this Agreement constitutes the entire consideration by the Grantee, including just compensation as required by law and shall relieve the Grantee of all further obligations or claims relating to the Property.

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Escrow, Prorations and Fees: The parties hereto shall enter into an escrow agreement with an escrow agent selected by Grantee for closing of sale. Grantor shall place into escrow all necessary documents to convey the above referenced real property interests to Grantee free and clear of all liens and encumbrances, taxes and assessments, including those that are levied (owed) but may not yet be due. Monies payable under this Agreement may be due holders of secured and unsecured obligations (Lienholders) up to and including the total amount of principal, interest and allowable penalties. Upon demand, those sums shall be paid to the Lienholders, who shall be required to provide any necessary releases or consents for the Acquisition Area. The escrow agent shall make prorations based on the date of closing and the size of the Acquisition Area. All escrow fees, document preparation expenses and recording fees shall be paid by Grantee. If title insurance is desired by Grantee, it shall pay a premium therefor. Transfer of fee title shall be by Warranty Deed in a form approved by the Grantee. All other forms of interest to be conveyed shall be on a form approved by the Grantee.

1 **No Sale or Encumbrance:** The Grantor shall not sell or encumber the Acquisition Area prior to
2 closing.

3
4 **Closing:** Closing shall be on or before the later of 60 days after the date this Agreement is
5 accepted and approved by the Grantee; or 30 days after receipt of all necessary releases or
6 consents to convey the Acquisition Area free and clear of all liens and encumbrances.

7
8 **No Leases:** Grantor warrants that there are no oral or written leases or real estate contracts on all
9 or any portion of the Acquisition Area. Grantor shall hold Grantee harmless and reimburse
10 Grantee for any and all of its losses and expenses occasioned by reason of any undisclosed lease
11 or real estate contract or any lease of said property held by any tenant of Grantor.

12
13 **Sale in Lieu of Condemnation:** The sum paid by Grantee represents full and complete payment
14 due Grantor, including but not limited to any and all severance damages as to any remaining
15 property owned by Grantor. Grantor herein acknowledges the sale of real property to the
16 Grantee may have tax consequences to Grantor, and is advised to seek legal and/or financial
17 assistance as necessary to determine those consequences, which may include reporting of income
18 received from the sale to the Internal Revenue Service.

19
20 **Inspection:** The Grantor shall permit the Grantee to conduct such inspections of the Acquisition
21 Area and/or the Grantor's remaining property as the Grantee deems necessary. If inspections
22 indicate a potential condition and further testing or inspection is recommended, the parties
23 hereby agree to extend the date of closing to at least 30 days after the issuance of a final report
24 for such additional testing or inspection.

25
26 **Environmental:** During pre-construction due diligence, Grantee shall obtain a Phase I ESA at
27 Grantee's sole expense. If any environmental inspection reveals the presence of contamination
28 or the need to conduct any environmental cleanup, the Grantor shall remediate all contamination
29 within the Acquisition Area to bring it into compliance with all applicable Federal, State or local
30 environmental regulations and to the satisfaction of the Grantee prior to closing. Grantor
31 defends, indemnifies, and holds the Grantee and its employees, successors, assigns, agents,
32 contractors, subcontractors, experts, licensees, lessees and invitees (collectively "Indemnitees"),
33 harmless from and against any and all liability, obligations, losses, damages, penalties, claims,
34 environmental response and cleanup costs, fines, actions, suits, costs, taxes, charges, expenses,
35 and disbursements, including legal fees and expenses of whatever kind and nature (collectively
36 "claims" or "damages") imposed on, incurred by, or reserved against the Indemnitees in any way
37 relating to or arising out of any noncompliance with any federal, state, or local environmental
38 laws, the existence or presence of any regulated substance on or emanating from the Grantor's
39 property and any claims or damages in any way relation to or arising out of the removal,
40 treatment, storage, disposal, mitigation, cleanup, or remedy of any regulated substance on, under,
41 or emanating from the Grantor's property.

42
43 **Possession:** The Grantor hereby grants to the Grantee, its agents and assignees, Right of Entry to
44 the Acquisition Area for project related purposes including but not limited to construction. If
45 this Agreement is not acted upon by the BCC within 90 days of the Grantor's acceptance of this
46 Agreement, this Right of Entry shall be terminated immediately and without further act or action.

1 Possession of the Acquisition Area shall be given to Grantee upon close of escrow and recording
2 of the documents conveying the Acquisition Area.

3
4 **Risk of Loss:** The Grantor shall be responsible for the risk of loss for any and all damage to the
5 improvements located on or within the Acquisition Area prior to close of escrow and recording
6 of the documents conveying the Acquisition Area.

7
8 **No Salvage:** The Grantor shall not salvage or remove any fixtures, improvements or vegetation
9 located within the Acquisition Area without prior written approval of the Grantee. Any personal
10 property located on or within the Acquisition Area must be removed prior to close of escrow.

11
12 **Broker's Commission:** No broker or finder has been used and the Grantee shall owe no
13 brokerage or finder's fee related to this transaction. The Grantor has the sole obligation to pay
14 all brokerage or finders fees to any agent employed by Grantor.

15
16 **Survival of Representations and Warranties:** All representations and warranties contained in
17 this Agreement shall survive the closing of escrow.

18
19 **Exhibits:** Any exhibit attached to this Agreement shall be deemed to be incorporated by
20 reference with the same force and effect as if fully set forth herein.

21
22 **Entire Agreement:** This agreement contains the entire agreement between the Grantor and
23 Grantee. All understandings, conversations and communications, oral or written, between
24 Grantor and Grantee, or on behalf of either of them, are merged into and superseded by this
25 agreement and shall be of no further force or effect. No modification or amendment to this
26 Agreement shall be binding unless in writing and signed by both the Grantor and the Grantee.

27
28 **Relocation Benefits:** The Grantee acknowledges that the Grantor may be entitled to relocation
29 benefits pursuant to § 42-3-5 NMSA 1978, of the Relocation Assistance Act.

30
31 **Binding Effect:** This agreement and its rights, privileges, duties and obligations shall inure to
32 the benefit of and be binding upon each of the parties hereto, together with their respective
33 successors and permitted assigns. In the event Grantor sells or attempts to sell an interest in any
34 portion of the subject property of which the Acquisition Area is a part, Grantor agrees to tender
35 this agreement to the buyer or prospective buyer, who shall take the property interest subject
36 thereto.

37
38 **Authority:** Grantee represents and warrants that it is a political subdivision of the State of New
39 Mexico duly organized, validly existing under the laws of the state of its formation, that it has all
40 the requisite power and authority to execute this agreement through the signature(s) below, and
41 to perform its obligations hereunder. Grantor represents and warrants they are husband and wife,
42 both with the power and authority to execute this agreement through the signature(s) below, and
43 to perform the obligations hereunder.

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Edwin Alberto Lemus and Francesca Forese-Lemus, husband and wife

By: _____
Edwin Alberto Lemus

By: _____
Francesca Forese-Lemus

As: Owner

As: Owner

Grantee agrees to purchase the above-described property at the price and under the terms and conditions herein set forth.

Grantee accepted this ____ day of _____, 20__.

SANTA FE COUNTY BOARD OF COUNTY COMMISSIONERS

Daniel Mayfield, Chair

Date: _____

ATTEST:

Geraldine Salazar, County Clerk

Date: _____

APPROVED AS TO FORM:

Rachel Brown, County Attorney

Date: _____

FINANCE DEPARTMENT APPROVAL:

Teresa C. Martinez
Santa Fe County Finance Director

Date: _____

Exhibit "A"

Legal Description of Acquisition

DESCRIPTION OF TRACT A-2

ALL THAT PORTION OF TRACT A, RECORDED IN PLAT BOOK 294,
PAGE 15, LYING WITHIN SECTION 32, T.17N., R.9E., N.M.P.M.
SANTA FE COUNTY, NEW MEXICO

WHICH PORTION MAY BE MORE PARTICULARLY DESCRIBED
AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF TRACT
A-2, COMMON WITH AND BEING THE NORTHEAST CORNER OF
TRACT A, WHICH BEARS S18°01'33"E 564.58 FEET FROM A #5
REBAR, SAID NORTHEAST CORNER ALSO BEARS N73°20'49"E,
0.55' FROM A #4 REBAR USED AS A WITNESS CORNER;

THENCE FROM THE NORTHEAST CORNER OF HEREIN
DESCRIBED TRACT, S18°01'33"E, 253.67 FEET;
THENCE S73°10'06"W, 85.46 FEET;
THENCE N16°49'57"W, 253.87 FEET, TO THE NORTHWEST
CORNER WHICH IS REFERNCED BY A #4 REBAR WITH
CAP L.S.5300, WHICH BEARS N16°49'57"W 1.11 FEET;
THENCE N73°20'49"E, 80.18 FEET;

MORE OR LESS TO THE POINT OF BEGINNING, CONTAINING
0.482 ACRES, MORE OR LESS.

Diego J. Sisneros 7/18/2011
DIEGO J. SISNEROS, NMPLS 13986



Exhibit "B"

**SANTA FE COUNTY – BOARD OF COMMISSIONERS
SUMMARY STATEMENT OF OFFER TO PURCHASE
AND IMPROVEMENT REPORT**

This statement accompanies our offer letter of April 4, 2014, and shows the basis on which the offer is made.

A. IDENTIFICATION OF THE PROPERTY

The land is identified as: 1994 Vereda San Antonio, Santa Fe, New Mexico 87507

APN: 54095488

Property of: Edwin Alberto Lemus and Francesca Forese-Lemus, husband and wife

B. THE INTEREST TO BE ACQUIRED AND BREAKDOWN OF THE OFFER AS JUST COMPENSATION.

The amount offered represents just compensation, and is the result of a review and analysis of an appraisal made by a certified real estate appraiser. If only part of the property is needed, full consideration has been given to the value of the remaining property, including items requiring compensation on a "cost-to-cure" basis, if any. The analysis of the remaining property takes into account the effect of the acquisition of the land needed, and the establishment and construction of the project. A breakdown of the offer and the interest to be acquired are noted as follows.

INTEREST TO BE ACQUIRED	QUANTITY	VALUE	VALUE OF AREA TO BE ACQUIRED
Fee Interest (acre)	0.076	\$97,250.00	\$ 7,391.00
	0.407	\$38,900.00	\$ 15,832.00
Administrative Settlement			\$ 17,000.00
TOTAL JUST COMPENSATION			\$ 40,223.00
TOTAL JUST COMPENSATION (ROUNDED)			\$ 40,000.00

STATEMENT OF OWNER

I/We have read the Summary Statement of Just Compensation above, and make no representation accepting or rejecting the established just compensation.

- There are no persons living on the property requiring relocation.
- There are no businesses being conducted on the property requiring relocation.

Dated: 4-04-14

OWNER SIGNATURE: _____

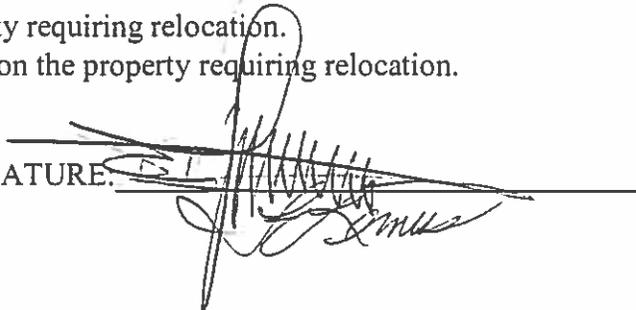


Exhibit "C"

Leases

Lease Agreement affecting
Parcel # 56006375

1. See Attached

or

2. Not Applicable

EAL Owner's Initials ↙

[Signature] Owner's Initials ↙

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REVISED PURCHASE AGREEMENT

AGREEMENT between Edwin Alberto Lemus and Francesca Forese-Lemus, husband and wife, Seller, hereinafter referred to as **Grantor**, and the Board of County Commissioners (“BCC”) of Santa Fe County, New Mexico, a political subdivision of the State of New Mexico, hereinafter referred to as the **Grantee**.

IT IS HEREBY AGREED AS FOLLOWS:

That Grantor shall sell and Grantee shall buy, in lieu of condemnation, at the price and upon the terms and conditions herein set forth, fee title to the following described real property (the “**Acquisition Area**”):

SEE ATTACHED EXHIBITS “A” and “A-1”

Together with all improvements thereon (as defined in the Summary Statement of Just Compensation attached hereto as Exhibit “B”), free and clear of all liens, encumbrances, taxes and assessments, which property is being conveyed by Grantor to Grantee in relation to the public improvement known as: Santa Fe River Greenway Project (“Project”).

Purchase Amount: The Grantee shall pay the following amounts to the Grantor, subject to the terms and conditions herein set forth:

\$23,000.00	Fee Simple Acquisition Amount
\$17,000.00	Administrative Settlement
\$40,000.00	<i>Total Compensation</i>

The performance of this Agreement constitutes the entire consideration by the Grantee, including just compensation as required by law and shall relieve the Grantee of all further obligations or claims relating to the Property.

Escrow, Prorations and Fees: The parties hereto shall enter into an escrow agreement with an escrow agent selected by Grantee for closing of sale. Grantor shall place into escrow all necessary documents to convey the above referenced real property interests to Grantee free and clear of all liens and encumbrances, taxes and assessments, including those that are levied (owed) but may not yet be due. Monies payable under this Agreement may be due holders of secured and unsecured obligations (Lienholders) up to and including the total amount of principal, interest and allowable penalties. Upon demand, those sums shall be paid to the Lienholders, who shall be required to provide any necessary releases or consents for the Acquisition Area. The escrow agent shall make prorations based on the date of closing and the size of the Acquisition Area. All escrow fees, document preparation expenses and recording fees shall be paid by Grantee. If title insurance is desired by Grantee, it shall pay a premium therefor. Transfer of fee title shall be by Warranty Deed in a form approved by the Grantee. All other forms of interest to be conveyed shall be on a form approved by the Grantee.

1 **No Sale or Encumbrance:** The Grantor shall not sell or encumber the Acquisition Area prior to
2 closing.

3
4 **Closing:** Closing shall be on or before the later of 60 days after the date this Agreement is
5 accepted and approved by the Grantee; or 30 days after receipt of all necessary releases or
6 consents to convey the Acquisition Area free and clear of all liens and encumbrances.

7
8 **No Leases:** Grantor warrants that there are no oral or written leases or real estate contracts on all
9 or any portion of the Acquisition Area. Grantor shall hold Grantee harmless and reimburse
10 Grantee for any and all of its losses and expenses occasioned by reason of any undisclosed lease
11 or real estate contract or any lease of said property held by any tenant of Grantor.

12
13 **Sale in Lieu of Condemnation:** The sum paid by Grantee represents full and complete payment
14 due Grantor, including but not limited to any and all severance damages as to any remaining
15 property owned by Grantor. Grantor herein acknowledges the sale of real property to the
16 Grantee may have tax consequences to Grantor, and is advised to seek legal and/or financial
17 assistance as necessary to determine those consequences, which may include reporting of income
18 received from the sale to the Internal Revenue Service.

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20 **Inspection:** The Grantor shall permit the Grantee to conduct such inspections of the Acquisition
21 Area and/or the Grantor's remaining property as the Grantee deems necessary. If inspections
22 indicate a potential condition and further testing or inspection is recommended, the parties
23 hereby agree to extend the date of closing to at least 30 days after the issuance of a final report
24 for such additional testing or inspection.

25
26 **Environmental:** During pre-construction due diligence, Grantee shall obtain a Phase I ESA at
27 Grantee's sole expense. If any environmental inspection reveals the presence of contamination
28 or the need to conduct any environmental cleanup, the Grantor shall remediate all contamination
29 within the Acquisition Area to bring it into compliance with all applicable Federal, State or local
30 environmental regulations and to the satisfaction of the Grantee prior to closing. Grantor
31 defends, indemnifies, and holds the Grantee and its employees, successors, assigns, agents,
32 contractors, subcontractors, experts, licensees, lessees and invitees (collectively "Indemnitees"),
33 harmless from and against any and all liability, obligations, losses, damages, penalties, claims,
34 environmental response and cleanup costs, fines, actions, suits, costs, taxes, charges, expenses,
35 and disbursements, including legal fees and expenses of whatever kind and nature (collectively
36 "claims" or "damages") imposed on, incurred by, or reserved against the Indemnitees in any way
37 relating to or arising out of any noncompliance with any federal, state, or local environmental
38 laws, the existence or presence of any regulated substance on or emanating from the Grantor's
39 property and any claims or damages in any way relation to or arising out of the removal,
40 treatment, storage, disposal, mitigation, cleanup, or remedy of any regulated substance on, under,
41 or emanating from the Grantor's property.

42
43 **Possession:** The Grantor hereby grants to the Grantee, its agents and assignees, Right of Entry to
44 the Acquisition Area for project related purposes including but not limited to construction. If
45 this Agreement is not acted upon by the BCC within 90 days of the Grantor's acceptance of this
46 Agreement, this Right of Entry shall be terminated immediately and without further act or action.

1 Possession of the Acquisition Area shall be given to Grantee upon close of escrow and recording
2 of the documents conveying the Acquisition Area.
3

4 **Risk of Loss:** The Grantor shall be responsible for the risk of loss for any and all damage to the
5 improvements located on or within the Acquisition Area prior to close of escrow and recording
6 of the documents conveying the Acquisition Area.
7

8 **No Salvage:** The Grantor shall not salvage or remove any fixtures, improvements or vegetation
9 located within the Acquisition Area without prior written approval of the Grantee. Any personal
10 property located on or within the Acquisition Area must be removed prior to close of escrow.
11

12 **Broker's Commission:** No broker or finder has been used and the Grantee shall owe no
13 brokerage or finder's fee related to this transaction. The Grantor has the sole obligation to pay
14 all brokerage or finders fees to any agent employed by Grantor.
15

16 **Survival of Representations and Warranties:** All representations and warranties contained in
17 this Agreement shall survive the closing of escrow.
18

19 **Exhibits:** Any exhibit attached to this Agreement shall be deemed to be incorporated by
20 reference with the same force and effect as if fully set forth herein.
21

22 **Entire Agreement:** This agreement contains the entire agreement between the Grantor and
23 Grantee. All understandings, conversations and communications, oral or written, between
24 Grantor and Grantee, or on behalf of either of them, are merged into and superseded by this
25 agreement and shall be of no further force or effect. No modification or amendment to this
26 Agreement shall be binding unless in writing and signed by both the Grantor and the Grantee.
27

28 **Relocation Benefits:** The Grantee acknowledges that the Grantor may be entitled to relocation
29 benefits pursuant to § 42-3-5 NMSA 1978, of the Relocation Assistance Act.
30

31 **Binding Effect:** This agreement and its rights, privileges, duties and obligations shall inure to
32 the benefit of and be binding upon each of the parties hereto, together with their respective
33 successors and permitted assigns. In the event Grantor sells or attempts to sell an interest in any
34 portion of the subject property of which the Acquisition Area is a part, Grantor agrees to tender
35 this agreement to the buyer or prospective buyer, who shall take the property interest subject
36 thereto.
37

38 **Authority:** Grantee represents and warrants that it is a political subdivision of the State of New
39 Mexico duly organized, validly existing under the laws of the state of its formation, that it has all
40 the requisite power and authority to execute this agreement through the signature(s) below, and
41 to perform its obligations hereunder. Grantor represents and warrants they are husband and wife,
42 both with the power and authority to execute this agreement through the signature(s) below, and
43 to perform the obligations hereunder.
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Edwin Alberto Lemus and Francesca Forese-Lemus, husband and wife

By: _____
Edwin Alberto Lemus

By: _____
Francesca Forese-Lemus

As: Owner

As: Owner

Grantee agrees to purchase the above-described property at the price and under the terms and conditions herein set forth.

Grantee accepted this ____ day of _____, 20__.

SANTA FE COUNTY BOARD OF COUNTY COMMISSIONERS

Daniel Mayfield, Chair

Date: _____

ATTEST:

Geraldine Salazar, County Clerk

Date: _____

APPROVED AS TO FORM:

Rachel Brown, County Attorney

Date: _____

FINANCE DEPARTMENT APPROVAL:

Teresa C. Martinez
Santa Fe County Finance Director

Date: _____

Exhibit "A"

Legal Description of Acquisition

DESCRIPTION OF TRACT A-2

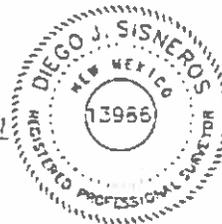
ALL THAT PORTION OF TRACT A, RECORDED IN PLAT BOOK 294,
PAGE 15, LYING WITHIN SECTION 32, T.17N., R.9E., N.M.P.M.
SANTA FE COUNTY, NEW MEXICO

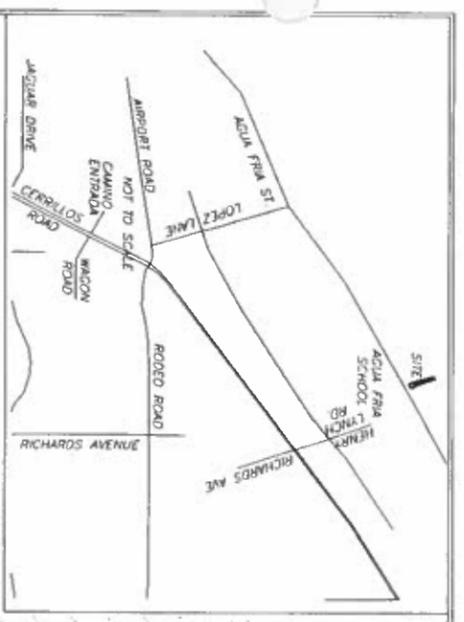
WHICH PORTION MAY BE MORE PARTICULARLY DESCRIBED
AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF TRACT
A-2, COMMON WITH AND BEING THE NORTHEAST CORNER OF
TRACT A, WHICH BEARS S18°01'33"E 564.58 FEET FROM A #5
REBAR, SAID NORTHEAST CORNER ALSO BEARS N73°20'49"E,
0.55' FROM A #4 REBAR USED AS A WITNESS CORNER;

THENCE FROM THE NORTHEAST CORNER OF HEREIN
DESCRIBED TRACT, S18°01'33"E, 253.67 FEET;
THENCE S73°10'06"W, 85.46 FEET;
THENCE N16°49'57"W, 253.87 FEET, TO THE NORTHWEST
CORNER WHICH IS REFERENCED BY A #4 REBAR WITH
CAP L.S.5300, WHICH BEARS N16°49'57"W 1.11 FEET;
THENCE N73°20'49"E, 80.18 FEET;

MORE OR LESS TO THE POINT OF BEGINNING, CONTAINING
0.482 ACRES, MORE OR LESS.

Diego J. Sisneros 7/19/2011
DIEGO J. SISNEROS, N.M.P.L.S. 13955





LEGEND

BOUNDARIES ARE REFERRED TO THE NEW MEXICO STATE PLATE COORDINATE SYSTEM (NAD83) CENTRAL ZONE. DISTANCES SHOWN ARE GROUND LEVEL DISTANCES TO 6600' A.M.S.L. DATA TO 100' HORIZONTAL ACCURACY AND 1/8" VERTICAL ACCURACY. DISTANCES TO 6600' A.M.S.L. DATA TO 100' HORIZONTAL ACCURACY AND 1/8" VERTICAL ACCURACY.

- DENOTES REBAR, OR AS SHOWN, FOUND
- DENOTES REBAR WITH DAMSON CAP TO BE SET UPON RECORDING OF THIS PLAT
- DENOTES CALCULATED POINT, NOT SET
- DENOTES CALCULATED POINT
- DENOTES UNITARY FIELD
- DENOTES OVERHEAD UTILITY LINE
- DENOTES FENCE
- DENOTES BOUNDARY OF LANDS BOUY WITH BY THIS PLAT AND/OR ADJACENT LANDS. NOT VERIFIED FOR ACCURACY AND IS NOT PART OF THIS PLAT

REFERENCE DOCUMENTS

PLAT OF SURVEY FOR TRACT A WITHIN SECTION 32, T11N, R9E, N.M.P.M., COUNTY OF SANTA FE, NEW MEXICO, RECORDED IN THE SANTA FE COUNTY CLERK'S OFFICE IN BOOK 314, PAGE 46

PLAT OF SURVEY FOR THE ESTATE OF LA ANAOLDO BY RICHARD E. SMITH DATED 10-26-84 AND BEARING PRODUCT NUMBER 2024

ALL OTHER REFERENCE DOCUMENTS AS NOTED HEREON.

NOTE

THIS PLAT SUBJECT TO ANY RESTRICTIONS, COVENANTS AND EASEMENTS OF RECORD

SURVEYORS CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT IS A TRUE REPRESENTATION OF A SURVEY COMPLETED UNDER MY PERSONAL SUPERVISION AND IN ACCORDANCE WITH THE REQUIREMENTS OF THE NEW MEXICO SURVEYING ACT AND THAT THE DISTANCES AND BEARINGS SHOWN THEREON ARE CORRECT, TRUE AND MEET THE MINIMUM STANDARDS FOR SURVEYS IN NEW MEXICO.

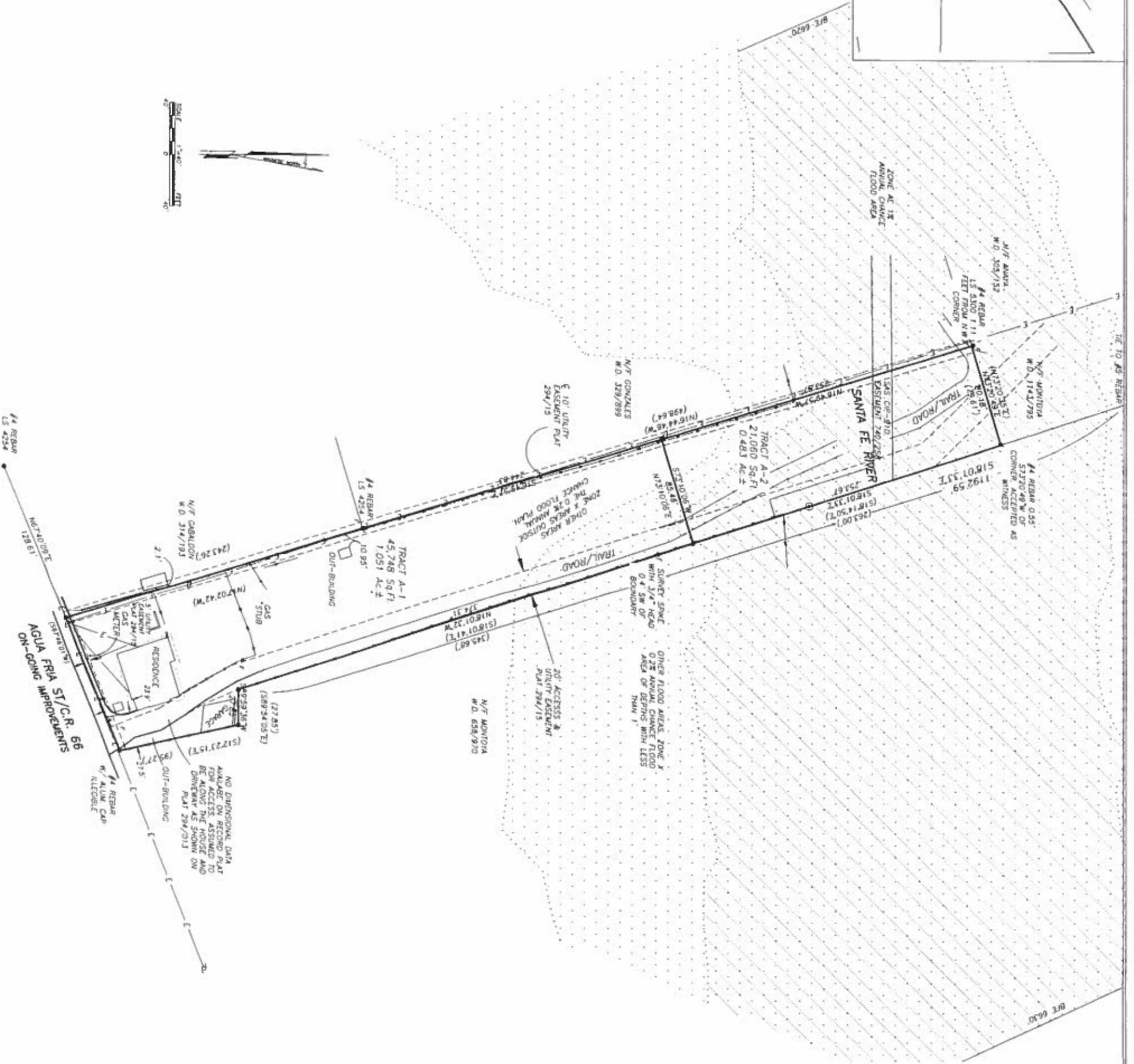
REGD. 2. SURVEYORS N.M.P.L.S. 13988

COUNTY OF SANTA FE, N.M.
STATE OF NEW MEXICO

I hereby certify that this instrument was filed for record on the _____ day of _____, 2011 A.D. at _____ o'clock _____ and was duly recorded in the records of Santa Fe County.

Witness my hand and Seal of office
County Clerk, Santa Fe County, N.M.

Deputy



DEDICATION AND AFFIDAVIT

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNER(S) HAVE CAUSED TO BE DEDICATED THESE LANDS SHOWN HEREON. THE SAID DEDICATION IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE TERMS OF SAID OWNER(S). THIS DEDICATION CONTAINS 1.34 ACRES MORE OR LESS THAN THAT SPECIFIED WITHIN THE PLATTING JURISDICTION OF THE COUNTY OF SANTA FE, N.M.

OWNER: _____

EDWARD ALBERTO & FRANCESCA FORESE-LEMUS

STATE OF NEW MEXICO)
COUNTY OF SANTA FE)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED AND SUBSCRIBED BEFORE ME BY EDWIN SHANBORN THIS _____ DAY OF _____, 2011.

NOTARY PUBLIC _____ BY COMMISSION EXPIRES _____

SANTA FE COUNTY APPROVALS, NOTES AND CONDITIONS

LAND USE ADMINISTRATOR	DATE	RURAL ADDRESSING	DATE
_____	_____	_____	_____
_____	_____	_____	_____

DEVELOPMENT PERMIT NO. _____

THE LANDS SHOWN HEREON ARE WITHIN THE PLANNING AND PLATTING JURISDICTION OF SANTA FE COUNTY.

MAINTENANCE OF ACCESS EASEMENTS, UTILITY EASEMENTS AND/OR PRIVATE ROADWAYS IS NOT THE RESPONSIBILITY OF SANTA FE COUNTY, UNLESS DEDICATED AND ACCEPTED FOR THE PUBLIC USE BY THE SANTA FE COUNTY PUBLIC WORKS DEPARTMENT AND THE BOARD OF COUNTY COMMISSIONERS.

THE APPROVAL OF THIS PLAT DOES NOT CONSTITUTE THE APPROVAL OF ANY FURTHER DEVELOPMENT INCLUDING BUILDING PERMITS, ALL STANDARD COUNTY PERMITS AND FEES MUST BE IN PLACE PRIOR TO COMMENCEMENT OF CONSTRUCTION ACTIVITY OF ANY KIND. REQUIRED IMPROVEMENTS FOR ROADS, FENCE PROTECTION, TERRAIN MANAGEMENT, AND DRAINAGE ARE COMPLETED AND APPROVED.

ACCORDING TO FEMA FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL NO. 500400302D, DATED JUNE 17, 2008, EXCEPT THE PORTIONS SHOWN THIS PROPERTY LIES IN OTHER AREAS ZONE X*, OUTSIDE THE LIMITS OF THE 100-YEAR (1%) FLOODPLAIN AND THE 0.2% ANNUAL CHANCE FLOOD AREA. THIS DESIGNATION DOES NOT GUARANTEE THAT THE PROPERTY WILL BE FREE FROM FLOODING OR FLOOD RELATED DAMAGES.

BUILDABLE AREAS FOR REMAINING PARCELS WILL BE DETERMINED AT THE TIME OF BUILDING PERMIT APPLICATION OR ADDITIONAL DEVELOPMENT APPLICATION.

THE TRACTS, PARCELS, AND/OR LOTS SHOWN HEREON ARE OUTSIDE OF THE URBAN WILDLAND INTERFACE ZONE BY THE SANTA FE COUNTY FIRE DEPARTMENT.

TITLE AND INTEREST ABANDONED FOR THE COUNTY CLERK'S
SUMMARY REVIEW
NONRESIDENTIAL SUBDIVISION
PREPARED FOR
SANTA FE COUNTY
AND EDWIN ALBERTO LEMUS & FRANCESCA FORESE-LEMUS
OF TRACT A (RECORDED IN PLAT BOOK 294, PAGE 15)
WITHIN SECTION 32, T11N, R9E, N.M.P.M.,
SANTA FE COUNTY, NEW MEXICO

ORIGINAL TRACT A (P.C. #1-050-097-382-268)

DAWSON SURVEYS, INC.
PROFESSIONAL LAND SURVEYORS
3502 A CAMINO ENTRADA
SANTA FE, N.M. 87507
TEL: 875.555.5555 DATE: 7/18/2011

Exhibit "B"

**SANTA FE COUNTY – BOARD OF COMMISSIONERS
SUMMARY STATEMENT OF OFFER TO PURCHASE
AND IMPROVEMENT REPORT**

This statement accompanies our offer letter of April 4, 2014, and shows the basis on which the offer is made.

A. IDENTIFICATION OF THE PROPERTY

The land is identified as: 1994 Vereda San Antonio, Santa Fe, New Mexico 87507

APN: 54095488

Property of: Edwin Alberto Lemus and Francesca Forese-Lemus, husband and wife

B. THE INTEREST TO BE ACQUIRED AND BREAKDOWN OF THE OFFER AS JUST COMPENSATION.

The amount offered represents just compensation, and is the result of a review and analysis of an appraisal made by a certified real estate appraiser. If only part of the property is needed, full consideration has been given to the value of the remaining property, including items requiring compensation on a "cost-to-cure" basis, if any. The analysis of the remaining property takes into account the effect of the acquisition of the land needed, and the establishment and construction of the project. A breakdown of the offer and the interest to be acquired are noted as follows.

INTEREST TO BE ACQUIRED	QUANTITY	VALUE	VALUE OF AREA TO BE ACQUIRED
Fee Interest (acre)	0.076	\$97,250.00	\$ 7,391.00
	0.407	\$38,900.00	\$ 15,832.00
Administrative Settlement			\$ 17,000.00
TOTAL JUST COMPENSATION			\$ 40,223.00
TOTAL JUST COMPENSATION (ROUNDED)			\$ 40,000.00

STATEMENT OF OWNER

I/We have read the Summary Statement of Just Compensation above, and make no representation accepting or rejecting the established just compensation.

- There are no persons living on the property requiring relocation.
- There are no businesses being conducted on the property requiring relocation.

Dated: 4-4-14

OWNER SIGNATURE: _____

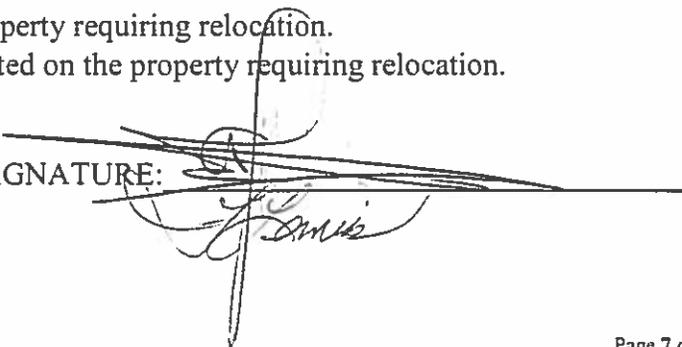


Exhibit "C"

Leases

Lease Agreement affecting
Parcel # 56006375

1. See Attached

or

2. Not Applicable

EAL Owner's Initials ↙

[Signature] Owner's Initials ↙

**Request for Taxpayer
 Identification Number and Certification**

Give Form to the
 requester. Do not
 send to the IRS.

Name (as shown on your income tax return)
Francesca Forese-Lemus

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
 Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

Other (see instructions) ▶ _____

Exemptions (see instructions):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)
1494 Vereda San Antonio

City, state, and ZIP code
Santa Fe, New Mexico 87507

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number										
5	5	6	-	9	8	-	0	1	7	7

Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person [Signature] Date 4-4-14

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on www.irs.gov/w9 for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

**Request for Taxpayer
 Identification Number and Certification**

Give Form to the
 requester. Do not
 send to the IRS.

Name (as shown on your income tax return)
EDWIN A. LEMUS

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
 Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
 Other (see instructions) ▶ _____

Exemptions (see instructions):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)
1994 Vereda San Antonio

City, state, and ZIP code
Santa Fe, NM. 87505

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
6	2	0	-	6	5	-	1	5
2	2							2

Employer identification number								

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
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- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ 

Date ▶ **4-4-14**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

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Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

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- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

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REVISED PURCHASE AGREEMENT

AGREEMENT between Edwin Alberto Lemus and Francesca Forese-Lemus, husband and wife, Seller, hereinafter referred to as **Grantor**, and the Board of County Commissioners (“BCC”) of Santa Fe County, New Mexico, a political subdivision of the State of New Mexico, hereinafter referred to as the **Grantee**.

IT IS HEREBY AGREED AS FOLLOWS:

That Grantor shall sell and Grantee shall buy, in lieu of condemnation, at the price and upon the terms and conditions herein set forth, fee title to the following described real property (the “**Acquisition Area**”):

SEE ATTACHED EXHIBITS “A” and “A-1”

Together with all improvements thereon (as defined in the Summary Statement of Just Compensation attached hereto as Exhibit “B”), free and clear of all liens, encumbrances, taxes and assessments, which property is being conveyed by Grantor to Grantee in relation to the public improvement known as: Santa Fe River Greenway Project (“Project”).

Purchase Amount: The Grantee shall pay the following amounts to the Grantor, subject to the terms and conditions herein set forth:

\$23,000.00	Fee Simple Acquisition Amount
\$17,000.00	Administrative Settlement
\$40,000.00	<i>Total Compensation</i>

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The performance of this Agreement constitutes the entire consideration by the Grantee, including just compensation as required by law and shall relieve the Grantee of all further obligations or claims relating to the Property.

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Escrow, Prorations and Fees: The parties hereto shall enter into an escrow agreement with an escrow agent selected by Grantee for closing of sale. Grantor shall place into escrow all necessary documents to convey the above referenced real property interests to Grantee free and clear of all liens and encumbrances, taxes and assessments, including those that are levied (owed) but may not yet be due. Monies payable under this Agreement may be due holders of secured and unsecured obligations (Lienholders) up to and including the total amount of principal, interest and allowable penalties. Upon demand, those sums shall be paid to the Lienholders, who shall be required to provide any necessary releases or consents for the Acquisition Area. The escrow agent shall make prorations based on the date of closing and the size of the Acquisition Area. All escrow fees, document preparation expenses and recording fees shall be paid by Grantee. If title insurance is desired by Grantee, it shall pay a premium therefor. Transfer of fee title shall be by Warranty Deed in a form approved by the Grantee. All other forms of interest to be conveyed shall be on a form approved by the Grantee.

1 **No Sale or Encumbrance:** The Grantor shall not sell or encumber the Acquisition Area prior to
2 closing.

3
4 **Closing:** Closing shall be on or before the later of 60 days after the date this Agreement is
5 accepted and approved by the Grantee; or 30 days after receipt of all necessary releases or
6 consents to convey the Acquisition Area free and clear of all liens and encumbrances.

7
8 **No Leases:** Grantor warrants that there are no oral or written leases or real estate contracts on all
9 or any portion of the Acquisition Area. Grantor shall hold Grantee harmless and reimburse
10 Grantee for any and all of its losses and expenses occasioned by reason of any undisclosed lease
11 or real estate contract or any lease of said property held by any tenant of Grantor.

12
13 **Sale in Lieu of Condemnation:** The sum paid by Grantee represents full and complete payment
14 due Grantor, including but not limited to any and all severance damages as to any remaining
15 property owned by Grantor. Grantor herein acknowledges the sale of real property to the
16 Grantee may have tax consequences to Grantor, and is advised to seek legal and/or financial
17 assistance as necessary to determine those consequences, which may include reporting of income
18 received from the sale to the Internal Revenue Service.

19
20 **Inspection:** The Grantor shall permit the Grantee to conduct such inspections of the Acquisition
21 Area and/or the Grantor's remaining property as the Grantee deems necessary. If inspections
22 indicate a potential condition and further testing or inspection is recommended, the parties
23 hereby agree to extend the date of closing to at least 30 days after the issuance of a final report
24 for such additional testing or inspection.

25
26 **Environmental:** During pre-construction due diligence, Grantee shall obtain a Phase I ESA at
27 Grantee's sole expense. If any environmental inspection reveals the presence of contamination
28 or the need to conduct any environmental cleanup, the Grantor shall remediate all contamination
29 within the Acquisition Area to bring it into compliance with all applicable Federal, State or local
30 environmental regulations and to the satisfaction of the Grantee prior to closing. Grantor
31 defends, indemnifies, and holds the Grantee and its employees, successors, assigns, agents,
32 contractors, subcontractors, experts, licensees, lessees and invitees (collectively "Indemnitees"),
33 harmless from and against any and all liability, obligations, losses, damages, penalties, claims,
34 environmental response and cleanup costs, fines, actions, suits, costs, taxes, charges, expenses,
35 and disbursements, including legal fees and expenses of whatever kind and nature (collectively
36 "claims" or "damages") imposed on, incurred by, or reserved against the Indemnitees in any way
37 relating to or arising out of any noncompliance with any federal, state, or local environmental
38 laws, the existence or presence of any regulated substance on or emanating from the Grantor's
39 property and any claims or damages in any way relation to or arising out of the removal,
40 treatment, storage, disposal, mitigation, cleanup, or remedy of any regulated substance on, under,
41 or emanating from the Grantor's property.

42
43 **Possession:** The Grantor hereby grants to the Grantee, its agents and assignees, Right of Entry to
44 the Acquisition Area for project related purposes including but not limited to construction. If
45 this Agreement is not acted upon by the BCC within 90 days of the Grantor's acceptance of this
46 Agreement, this Right of Entry shall be terminated immediately and without further act or action.

1 Possession of the Acquisition Area shall be given to Grantee upon close of escrow and recording
2 of the documents conveying the Acquisition Area.
3

4 **Risk of Loss:** The Grantor shall be responsible for the risk of loss for any and all damage to the
5 improvements located on or within the Acquisition Area prior to close of escrow and recording
6 of the documents conveying the Acquisition Area.
7

8 **No Salvage:** The Grantor shall not salvage or remove any fixtures, improvements or vegetation
9 located within the Acquisition Area without prior written approval of the Grantee. Any personal
10 property located on or within the Acquisition Area must be removed prior to close of escrow.
11

12 **Broker's Commission:** No broker or finder has been used and the Grantee shall owe no
13 brokerage or finder's fee related to this transaction. The Grantor has the sole obligation to pay
14 all brokerage or finders fees to any agent employed by Grantor.
15

16 **Survival of Representations and Warranties:** All representations and warranties contained in
17 this Agreement shall survive the closing of escrow.
18

19 **Exhibits:** Any exhibit attached to this Agreement shall be deemed to be incorporated by
20 reference with the same force and effect as if fully set forth herein.
21

22 **Entire Agreement:** This agreement contains the entire agreement between the Grantor and
23 Grantee. All understandings, conversations and communications, oral or written, between
24 Grantor and Grantee, or on behalf of either of them, are merged into and superseded by this
25 agreement and shall be of no further force or effect. No modification or amendment to this
26 Agreement shall be binding unless in writing and signed by both the Grantor and the Grantee.
27

28 **Relocation Benefits:** The Grantee acknowledges that the Grantor may be entitled to relocation
29 benefits pursuant to § 42-3-5 NMSA 1978, of the Relocation Assistance Act.
30

31 **Binding Effect:** This agreement and its rights, privileges, duties and obligations shall inure to
32 the benefit of and be binding upon each of the parties hereto, together with their respective
33 successors and permitted assigns. In the event Grantor sells or attempts to sell an interest in any
34 portion of the subject property of which the Acquisition Area is a part, Grantor agrees to tender
35 this agreement to the buyer or prospective buyer, who shall take the property interest subject
36 thereto.
37

38 **Authority:** Grantee represents and warrants that it is a political subdivision of the State of New
39 Mexico duly organized, validly existing under the laws of the state of its formation, that it has all
40 the requisite power and authority to execute this agreement through the signature(s) below, and
41 to perform its obligations hereunder. Grantor represents and warrants they are husband and wife,
42 both with the power and authority to execute this agreement through the signature(s) below, and
43 to perform the obligations hereunder.
44

1
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Edwin Alberto Lemus and Francesca Forese-Lemus, husband and wife

By: _____
Edwin Alberto Lemus

By: _____
Francesca Forese-Lemus

As: Owner

As: Owner

Grantee agrees to purchase the above-described property at the price and under the terms and conditions herein set forth.

Grantee accepted this ____ day of _____, 20__.

SANTA FE COUNTY BOARD OF COUNTY COMMISSIONERS

Daniel Mayfield, Chair

Date: _____

ATTEST:

Geraldine Salazar, County Clerk

Date: _____

APPROVED AS TO FORM:

Rachel Brown, County Attorney

Date: _____

FINANCE DEPARTMENT APPROVAL:

Teresa C. Martinez
Santa Fe County Finance Director

Date: _____

Exhibit "A"

Legal Description of Acquisition

DESCRIPTION OF TRACT A-2

ALL THAT PORTION OF TRACT A, RECORDED IN PLAT BOOK 294,
PAGE 15, LYING WITHIN SECTION 32, T.17N., R.9E., N.M.P.M.
SANTA FE COUNTY, NEW MEXICO

WHICH PORTION MAY BE MORE PARTICULARLY DESCRIBED
AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF TRACT
A-2, COMMON WITH AND BEING THE NORTHEAST CORNER OF
TRACT A, WHICH BEARS S18°01'33"E 564.58 FEET FROM A #5
REBAR, SAID NORTHEAST CORNER ALSO BEARS N73°20'49"E,
0.55' FROM A #4 REBAR USED AS A WITNESS CORNER;

THENCE FROM THE NORTHEAST CORNER OF HEREIN
DESCRIBED TRACT, S18°01'33"E, 253.67 FEET;
THENCE S73°10'06"W, 85.46 FEET;
THENCE N16°49'57"W, 253.87 FEET, TO THE NORTHWEST
CORNER WHICH IS REFERENCED BY A #4 REBAR WITH
CAP L.S.5300, WHICH BEARS N16°49'57"W 1.11 FEET;
THENCE N73°20'49"E, 80.18 FEET;

MORE OR LESS TO THE POINT OF BEGINNING, CONTAINING
0.482 ACRES, MORE OR LESS.

Diego J. Sisneros 7/18/2011
DIEGO J. SISNEROS, NIMPLS 13986



Exhibit "B"

**SANTA FE COUNTY – BOARD OF COMMISSIONERS
SUMMARY STATEMENT OF OFFER TO PURCHASE
AND IMPROVEMENT REPORT**

This statement accompanies our offer letter of April 4, 2014, and shows the basis on which the offer is made.

A. IDENTIFICATION OF THE PROPERTY

The land is identified as: 1994 Vereda San Antonio, Santa Fe, New Mexico 87507

APN: 54095488

Property of: Edwin Alberto Lemus and Francesca Forese-Lemus, husband and wife

B. THE INTEREST TO BE ACQUIRED AND BREAKDOWN OF THE OFFER AS JUST COMPENSATION.

The amount offered represents just compensation, and is the result of a review and analysis of an appraisal made by a certified real estate appraiser. If only part of the property is needed, full consideration has been given to the value of the remaining property, including items requiring compensation on a "cost-to-cure" basis, if any. The analysis of the remaining property takes into account the effect of the acquisition of the land needed, and the establishment and construction of the project. A breakdown of the offer and the interest to be acquired are noted as follows.

INTEREST TO BE ACQUIRED	QUANTITY	VALUE	VALUE OF AREA TO BE ACQUIRED
Fee Interest (acre)	0.076	\$97,250.00	\$ 7,391.00
	0.407	\$38,900.00	\$ 15,832.00
Administrative Settlement			\$ 17,000.00
TOTAL JUST COMPENSATION			\$ 40,223.00
TOTAL JUST COMPENSATION (ROUNDED)			\$ 40,000.00

STATEMENT OF OWNER

I/We have read the Summary Statement of Just Compensation above, and make no representation accepting or rejecting the established just compensation.

- There are no persons living on the property requiring relocation.
- There are no businesses being conducted on the property requiring relocation.

Dated: 4-04-14

OWNER SIGNATURE: _____

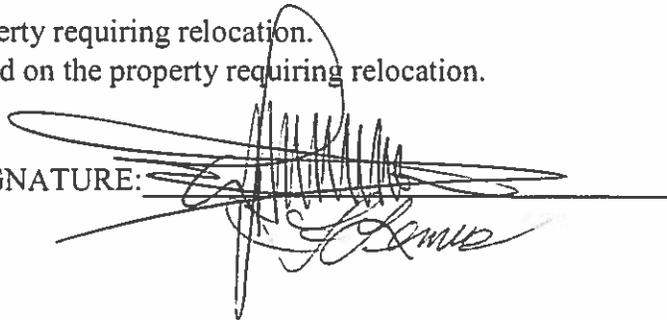


Exhibit "C"

Leases

Lease Agreement affecting
Parcel # 56006375

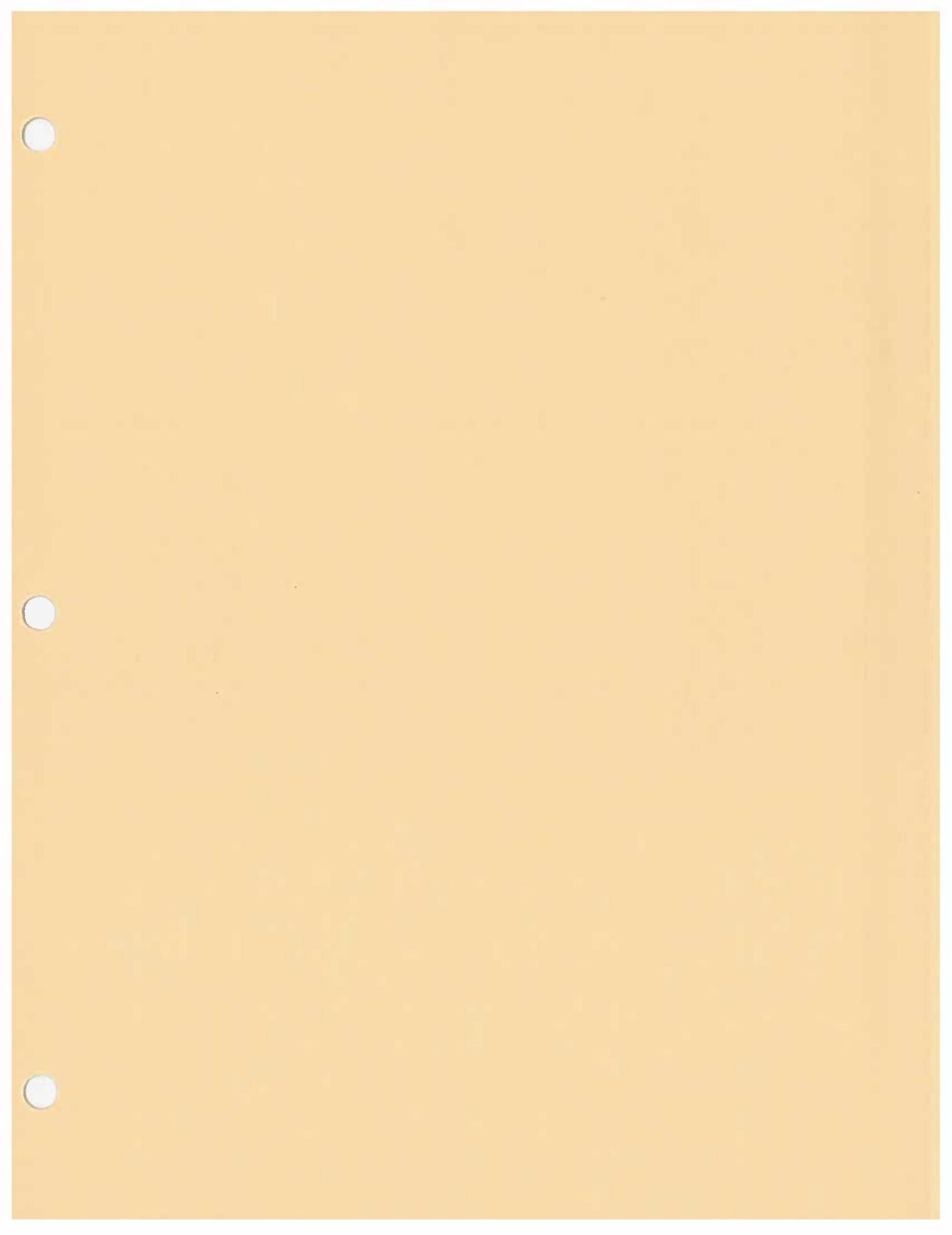
1. See Attached

or

2. Not Applicable

EAL. Owner's Initials ↙

[Signature] Owner's Initials ↙



Daniel "Danny" Mayfield
Commissioner, District 1

Miguel M. Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

Date: April 21, 2014
To: Board of County Commissioners
From: Penny Ellis-Green, Growth Management Director *peg*
Via: Katherine Miller, County Manager
Re: Growth Management Monthly Report – March 2014

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

Planning Division

Affordable Housing

Galisteo Road Redevelopment RFP. Two proposals were received and evaluated for this project, a third was rejected given that it was received after the deadline. The appraisal for this property was completed in March and came in at \$400,000, based on a presumed R-10 zoning. Interviews are scheduled for April 30.

Down Payment Assistance. One down payment assistance request in the amount of \$10,000 was approved for an Income Range 3 buyer to purchase a Turquoise Trail home.

Closing of Affordable Home. Turquoise Trail completed the closing of an Income Range 3 affordable home for which the County took back a note of \$26,000; this transaction is separate and distinct from the home partially financed by the down payment assistance loan, as described above.

Happy Roofs. One Happy Roofs project was complete, in the amount of \$8,903. Another two projects were identified, inspected and scopes of work prepared. For these projects, bid packages will be released in April. Roofing efforts were assisted by the BCC approval in March of on-call roofing services contract for five companies.

Economic Development

SFC staff is collaborating with City staff, Fat Tire Society, and local bike companies, on receiving a Ride Center designation from International Mountain Biking Association (IMBA), and have received

permission from IMBA to submit a proposal seeking either a Bronze, Silver, or Gold classification for greater Santa Fe's mountain biking infrastructure.

Coordinated a new Locations Agreement for filming on County Property. The production Longmire (3rd Season) began prepping on March 28 for filming a scene in the Public Works break room.

Staff is coordinating with St. Vincent Hospital Foundation (fiscal agent) for the Outside Bike and Brews event in May, providing funding for co-sponsoring the Outside Bike and Brew Festival, May 16-18, 2014 and providing website development and a smart phone app for the event. www.outsidesantafe.com.

Community Planning:

Planning staff met with over 25 senior citizens at the Bennie J. Chavez Community Center and garnered important input and feedback on key recommendations and the planning process for the Chimayo Community Plan. Staff continues with community outreach tasks, field work and is near completing a plan document for committee review.

Open Space

Planning staff is coordinating with the Santa Fe River Traditional Communities Collaborative regarding collaborative management planning for the Santa Fe River corridor, County maintenance activities were conducted in March.

Open Space and Trails Planner has begun the Information Gathering Phase of the creation of the Santa Fe County Open Space, Trails and Parks Plan. COLTPAC has discussed the scope for the Plan and will continue to provide key input into its development, including reviewing the program vision and mission statements and assessing needs. An extensive public input process is projected to begin in late Summer.

Santa Fe County received notice that they have made the short list of applicants for a grant application submitted by Santa Fe County in January for Federal Lands Access Program funds of \$1.87M for the El Camino Real Buckman Road Retracement Project. Additional project scoping will follow, and final awards will be announced this summer.

Open Space and Trails Planner has been requested to coordinate on the Cerrillos Hills State Park Management Plan for New Mexico State Parks. The property is owned by Santa Fe County and managed by State Parks. Additional discussions between Santa Fe County staff and State Parks staff will follow regarding how best to implement Plan goals and objectives.

Open Space and Trails Planner announced a schedule for staff guided tours of Petroglyph Hill on the county-owned Thornton Ranch Open Space. Three docent-led tours will be held on the property – May 3rd, August 23rd and October 4th. Since making the announcement, the three tours filled up, and a waiting list is being created for future tours. Tour size and frequency is limited due to the need to balance public interest and landscape conservation and staffing until such time as the management plan and master plan are complete, trails are developed, and the site is opened to the public.

Zoning map

The draft zoning map was released in March, press releases and advertising were prepared. Planning staff conducted meetings with communities who have adopted or have pending community or corridor plans prior to the release of the Zoning map. Over 35,000 letters were mailed out to property owners at

the end of March and early April. Public Office hours are scheduled to run through April, these have been advertised multiple times in several newspapers.

Building and Development Services Division

Permits and Development Review

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

	March 2014
New Residential Permits - Stick Built Homes	17
New Residential Permits - Mobile Homes	2
Commercial Building Permits	0
Number of Lots Created – Subdivision Exemptions	0 lots
Summary Review Subdivisions	0 lots
Subdivisions	0 lots
Commercial Business Licenses	4
Home Occupations Business licenses	2
Film Permits	3

Code Enforcement

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

	March 2014
Number of Initial Notices of Violation Issued	37
Number of Final Notices of Violation Issued	11
Number of Notices of Violation resolved without court action	21

Per direction at the March 11, 2014 BCC meeting, attached is a report that covers 2013 and 2014 of projects that were given a timeframe for complying with a condition or approval.

GIS Division

GIS staff assisted with the Zoning map mailing by reviewing over 16,000 records in Excel to clean up duplicate addresses. Staff also began work in March on hosting the interactive zoning map on the County's web page through ESRI, this was prepared in the time advertised in early April.

The new database administrator started in March; he has already developed an online form for Zoning Map comments that is on the County web page.

GIS is moving forward with the orthophotography and LiDAR (terrain) data contract. The Ortho portion is 100% flown, the terrain portion is 25% flown, the flight schedule is depending on weather.

In March the E911 Addressing staff replaced 140 addresses.

In March GIS staff attended approximately 28 EDGE classes.



Daniel W. Mayfield
Commissioner, District 1

Miguel M. Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

Pablo Sedillo, III
Public Safety Director

To: Santa Fe County Board of County Commissioners
From: Pablo Sedillo, III
Public Safety Department Director 
Via: Katherine Miller
County Manager 
Date: 4/9/14
Re: SFC Public Safety Department Monthly Report for March 2014

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

CORRECTIONS DEPARTMENT

Adult Detention Facility (ADF)

- Dr. Ayad is working with the State Hospital to solidify a smooth referral system process for individuals who are mentally ill and need ongoing psychiatric care. This will be supported by the legal and judicial system.
- Dr. Ayad is working on building bridges with the judicial system to speed up the competency psychological evaluations.
- Capital outlay projects continue here to include the showers, the front entrance gate and preparation for the body scanner which will be installed on April 14, 2014.
- Warden Gallegos was interviewed by the internal auditors hired by the County to assess the fixed asset policy within the Corrections Department.

Programs:

- Chaplain Ortiz and Classification/Program Supervisor, Melissa Oberg coordinated to have ashes given to staff and inmates on Ash Wednesday.
- Our first newsletter for the Adult Detention Facility was issued to inmate population.

Electronic Monitoring Program

- Providing services to 260 clients.
- Clients Financial Obligation - Paying- 39%, Waived- 1%, Unemployed- 56% and Out of County- 4%.
- There were 32 successful releases for March.
- Revenue has increased by \$1,183.88 (from \$12,070.00 to \$13,253.88).
- Presentation to District Court (3/5/14) on new device- Soberlink (mobile Sobrietor) and have 16 actively used devices.

Youth Development Program (YDP)

- Resident's Participated in Ash Wednesday
- Judge Marlowe toured the facility
- Hired three (3) new employees (Life Skill Workers I)
- Implemented Continuous Quality Improvement (CQI)
- St. Patrick's Barbeque Luncheon for residents and staff
- Mental Health Therapist's Programs
 - Psycho-Therapy Individual - 133 sessions held
 - Psycho-Educational Group - 48 residents participated
- Twenty Nine (29) YDP Volunteers

March 2014		
Resident Programs	#of classes	Attendance
Bible Study	3	37
Basket Weaving	3	9
Religious Services	2	8
Money Management	3	10
Site Santa Fe	2	7
Young Fathers	1	5
Youth Shelters	1	3
Santa Fe Public Schools	12	111
Domestic Violence	3	8
Life Skills / Educational	18	179
Library	3	14
Totals	51	391

FIRE DEPARTMENT

Total Emergency Responses – 511

Fire – 124

EMS – 387

Operations and Administration

- 2 Lieutenants/Fire Instructors completed a low to high angle rope rescue technician course
- 3 paramedic students are currently participating in clinicals (hospital based) throughout Albuquerque and Santa Fe
- 6 additional students taking the Advanced EMT class through SFCC
- EMT Basic class going on in the southern region, Edgewood District hosting
- *Coaching the Emergency Vehicle Operator (CEVO)* program completed by all regional staff
- Volunteer Fire Academy under way with 24 students
- Career Academy under way with 6 FTEs
- Design work continues on Hondo Station 1 apparatus bay addition and roof
- La Cienega Fire Station Library construction underway
- Pojoaque station remodel project design underway

- Initiated our Fire Year Planning process. Goal is to create the next five year plan by the end of the calendar year
- Completed Burn Ban process and implemented restrictions in the field

Fire Prevention and Wildland

- Business registrations – 3
- Development Reviews – 23
- Lot line Adjustments/Land Division/Family Transfers – 7
- Burn Permits – 19
- Hydrants tested - 230
- Wildland Fire Fair at Edgewood
- Participated in CFRP review process with US Forest Service
- 3 community outreach meetings
- Wildland Fire Refresher Training

Volunteer Recruitment and Retention

- New member applications received and approved – 5 (YTD 21)
- Instructing with Volunteer Fire Academy, wildland fire refreshers
- Proceeding with Cancer Awareness trainings with volunteer districts
- Completed annual uniform allotment and distribution to career staff
- East Mountain Interagency Fire Protection Association President

Emergency Management

- Attended Moriarity/Edgewood School Preparedness meeting
- Planning for 2014 Pilgrimage on-going, including meeting with Family Assistance Foundation to discuss participation in Family Assistance Center Plan for event
- Conducted new member training, SFC Fire Technical Rescue Team meeting
- Assisted with wildland refresher and field exercise and toured Los Alamos Inter-agency wildland fire coordination center
- Participated in NM Kick-off meeting on Preventative Radiological Nuclear Detection Program
- Met with Verizon and County IT to explore technology gaps for warning and emergency public notification
- Pipeline Emergency community outreach program
- Relocated EM office within Fire Admin

RECC

Operations

- Total Calls Handled
 - March – 36,894
- 911 calls
 - March – 5,894
- County calls for service
 - March – 8,036
- City calls for service
 - March – 13,260
- Town of Edgewood calls for service

- March – 710

Staffing

- Current vacancies
 - 2 Call Taker Positions
 - 4 Trainee Positions
- New hires and candidates
 - 1 Call Taker starting 4/7/14
 - 4 Trainees starting on 4/14/14
 - 1 Call Taker in hiring phase

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



Daniel "Danny" Mayfield
Commissioner, District 1

Miguel M. Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

DATE: *April 14, 2014*

TO: *Board of County Commissioners*

VIA: *Katherine Miller, County Manager*

FROM: *Adam Leigland, Public Works Director*

ITEM AND ISSUE: *BCC Meeting April 29, 2014*

PUBLIC WORKS MONTHLY REPORT FOR APRIL 2014

DISCUSSION

Capital Project Delivery

We are currently managing 70 procurements. Details on 40 of them follow below.

1. **Camino Torcido Loop:** Staff have received the second revised proposal for Report and Study Phase (30% design) from consultant. Revised proposal reviewed April 11, 2014.
2. **CR67F, La Barbaria Drainage and Road Improvement Project:** The 60% of Drainage report is completed. The Final Draft will be submitted on April 25, 2014 for County review.
3. **NE/SE Connector Alignments:** Staff received the cooperative agreement amendment from NMDOT and it is currently being reviewed by Legal. The delay in getting the cooperative amendment completed may affect the study schedule because Phase C environmental work cannot commence until the cooperative agreement is executed as per direction of NMDOT.
4. **Herrada Road Drainage and Road Improvements:** Staff received construction documents on April 11, 2014. Project at Procurement for solicitation.
5. **CR55A General Goodwin Drainage and Road Improvements:** Consultant has been tasked to look for an alternative area for the drainage structures further east of the CR55A and Rainbows End Road intersection. A meeting is rescheduled with NMDOT on April 16, 2014, to discuss drain concerns coming off of NMI4 onto CR55A.

6. **CR54 Los Pinos All-Weather Water Crossing:** Staff completed review of the 95% drawings and specifications.
7. **Old Santa Fe Tail Multi-Modal Road Improvements:** Staff received the final CR Report from Marron and Associates and currently is preparing the package that will be sent to SHPO for their review.
8. **CR84D Drainage Improvements and Paving Design:** Staff conducted the pre-proposal meeting on March 18, 2014. The proposal due April 11, 2014.
9. **CR89D, CR105 and CR109S:** Staff has not received a response from Pojoaque Pueblo in regards to their review the anticipated scope of work for the drainage and road improvements, request level of effort for cultural clearance and approval for these road improvements on the Pojoaque Pueblo land prior to proceeding with getting Engineering Firms under contract. Staff anticipates submitting a PPR for CR 105, 109-S in the week of April 14, 2014. Staff has received archaeological level of effort from SHPO for each of these roads.
10. **Caja del Oro Waterline Extension:** This project has been evaluated for alternative methods of delivering water to customer. It has been determined that the existing system serving the NR Community Center will be utilized to service the La Familia site. The current design process will be ended.
11. **Valle Vista Force main Design:** The consultant has completed the 100% design of the forcemain. The plans and specifications are being reviewed by Utilities Staff. Utilities Staff is evaluating construction scheduling and timing of the bid process.
12. **County Road 89 and 89C Drainage and Road Improvements:** The project kick-off meeting was held March 28, 2014. The consultants are in the field collecting data for design.
13. **TL6S Waterline Design:** The 90% design submittal was delivered on mid-March and distributed for review and an internal review meeting was held on April 3, 2014. The negotiations for the Rancho Viejo Easement are ongoing pending development agreement (developed by Growth Management, County Attorney's Office, Public Works/Utilities), which is projected to take up to three months. Meanwhile, staff has access agreements to allow for geotechnical testing and other design necessary work on Ranch Viejo property while the development agreement is in process. The draft agreement is currently undergoing Legal Review.
14. **Lamy Jct Waterline Design:** Cañoncito/Apache Canyon Waterline Relocation Project began on March 17, 2014. There have been two delays due to: (1) inaccurate utility locate maps provided by NMDOT and MDWCA, and (2) discovery of potential cultural resources during trenching. The 90% design submittal for the remainder of the project was delivered on March 17, 2014, and a review meeting was held on April 3, 2014.
15. **Romero Park:** The landscape architect will submit 95% construction documents by the end of May. Anticipate advertising the IFB for construction in June.

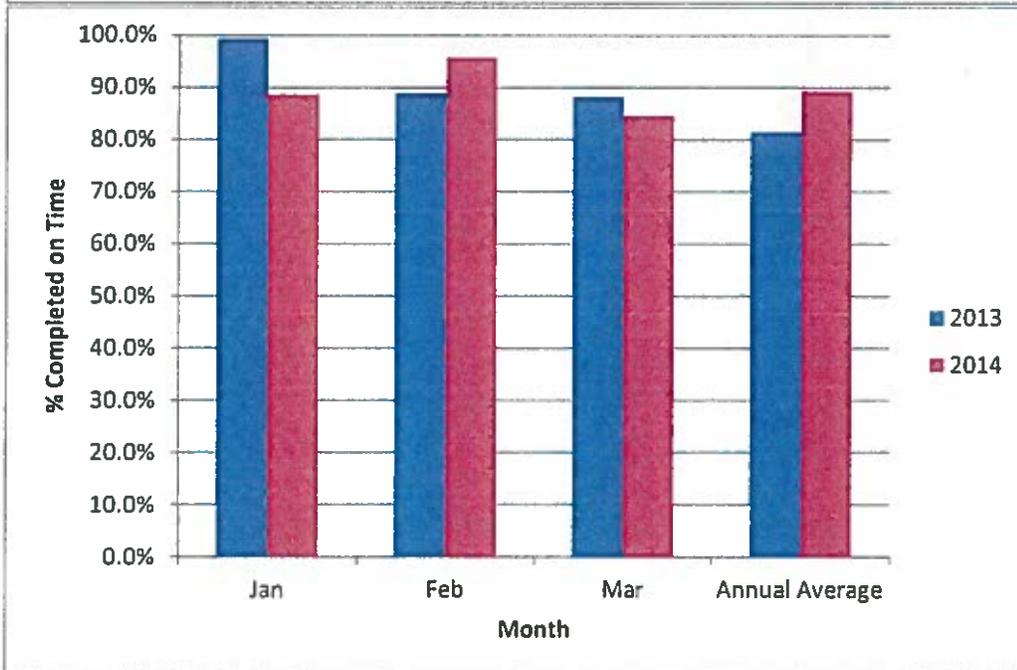
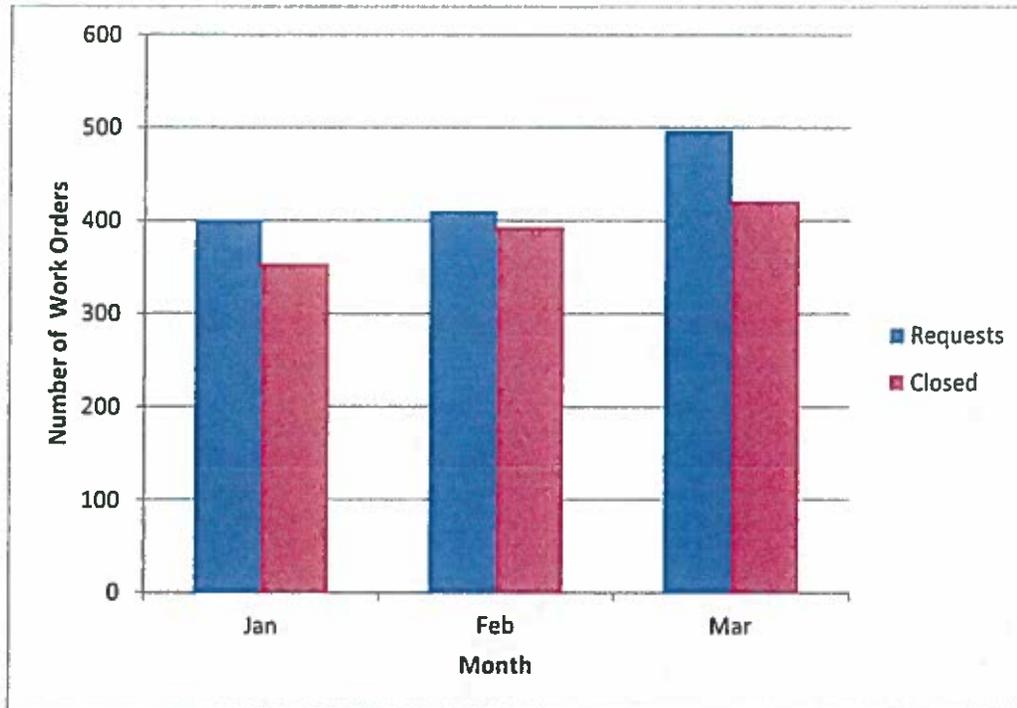
16. **Santa Fe River Greenway Wayside Exhibits:** Staff conducted a site visit with the contractor and National Park Service staff on April 8, 2014.
17. **Arroyo Hondo Trail:** The project is pending on the negotiations with Rancho Viejo (development agreement) regarding the proposed trail alignment.
18. **Pojoaque Sports Fields:** The landscape architect is preparing a preliminary program and schematic master plan along with the site assessment for submittal at the end of April. Anticipate County and stakeholder review in May.
19. **Rio Quemado Watershed Restoration:** Staff anticipate re-bidding the project in May for construction in the fall.
20. **Thornton Ranch Open Space:** The cultural resource contract is underway.
21. **Nambe Community Center Park Site Improvements:** The contractor completed installing the drainage culvert under the parking lot and the storm water retention system and began work on the driveway and sidewalks. Substantial completion expected by July 7, 2014.
22. **Agua Fria Monument Sign:** The contract with Cornerstones has been signed by the County and sent to Cornerstones for signatures. Construction is anticipated to begin in June 2014.
23. **Santa Fe Rail Trail:** The IFB for Segments 2-3 was advertised April 6, 2014. Bids are due May 14, 2014. Staff anticipates awarding a contract at the June 24, 2014 BCC meeting. Staff received Amendment 2 to the Cooperative Agreement with NMDOT on March 13, 2014. Staff is submitting the Amendment for BCC approval on May 27th. Staff is working on obtaining certifications from NMDOT for Segment 4. Staff held a public meeting for Segment 4 on April 1, 2014. Staff anticipates obtaining project authorization for Segment 4 in July 2014 and issuing IFB in August 2014.
24. **Stanley Cyclone Center - Phase 1:** The construction is proceeding as scheduled and the contractor is 98% complete. The striping of parking area is complete. The power company has installed the power pole. Staff anticipates closeout of Phase 1 approximately April 25, 2014.
25. **Stanley Cyclone Center - Phase 2:** The Design Development phase and Cost Estimate should be complete by April 16, 2014. The soil testing is complete.
26. **Madrid Oscar Huber Phase 2:** The project is on schedule. Bleacher footings are underway and form work should be complete by April 18, 2014.
27. **Cundiyo Play Equipment:** The PO has been sent to the vender and delivery of equipment is pending. It is anticipated that it will take two weeks for installation after delivery. A separate PO has been sent to the fencing company and materials are being ordered.
28. **El Rancho Play Equipment:** The PO has been sent to the vender and delivery of equipment is pending. It is anticipated that it will take two weeks for installation after delivery. A separate PO has been sent to the fencing company and materials are being ordered.

29. **La Bajada Ranch - Foreman's House:** The PPR, IPR, and SOW have been submitted to procurement for Design services. Staff is negotiating fees for Design services on the project.
30. **Ken and Patty Adam Senior Center/County Community Center:** Purchasing sent a letter to the contractor to request value engineering on the following: taking out auto/offsite controls from the HVAC system, reducing landscaping & exterior features / flatwork package remove the purchase of the Roller Window Shades, re-evaluate the cost on the soffit panels and re-evaluate the cost on the hollow metal doors which should read "solid core doors". The response is due April 17, 2014.
31. **Vista Grande Library Expansion:** PNM requirements for meter location have been received. The interior painting is complete. The lighting package installation continues, cubicles have been assembled and are in place, and stucco color coat will be completed. The committee continues to work on furniture selection. Selection of a qualified vendor for certain items has delayed final choices.
32. **La Cienega Fire Station #2 Remodel:** The contractor continues floor demolition. The contractor had to rent a bobcat with jack hammer to help with demo due to the thickness of the floor.
33. **La Cienega Fire Station #1:** The building letters were installed. The contractor completed sidewalk repairs and completed final exterior stucco patch work that was delayed due to freezing temperatures and flashing installation.
34. **Pojoaque Fire Station – Volunteer side interior remodel:** The architect continues working on programming phase.
35. **Hondo Fire Station # 1 Remodel:** The architect is working on the design development phase, including detailed cost estimate.
36. **Eldorado Fire Station:** Staff met with the Fire Chief and the Station Captain to identify apparatus expansion and interior improvements needs. Staff has been asked to develop a cost estimate to assist in project budgeting for design and construction.
37. **Glorieta Fire Station:** Staff met with the Fire Chief and the Station Captain to identify apparatus expansion needs. Staff has been asked to develop a cost estimate to assist in project budgeting for design and construction.
38. **La Cienega Waterline Loop Project:** The engineer is progressing with initial surveying and preliminary design efforts.
39. **Las Lagunitas Sewer / Preliminary design for CID project:** Staff has directed engineer to develop best options for design layout. Staff received a proposal on April 10, 2014, and is reviewing internally with Utilities.
40. **Glorieta Waterline Project / CDBG:** Staff conducted first construction meeting on April 9, 2014. The project is scheduled to start breaking ground week of April 14, 2014.
41. **Chimayo Fire Station Solarization:** Facility will be inspected by Jemez Coop and be energized (operational) April 16, 2014. Ribbon cutting event: Sunday, May 4, 2014, 1:30 p.m.

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

Operations and Maintenance

Work order completion rates for the month of March are shown at Table 2 (attached). The March overall on-time completion rate was 85%. Month-to-month and year-to-year comparisons are shown below.



The beaver dams on the Santa Fe River at Calle Debra, which had caused flooding of the County road, had been breached by BLM. A joint effort of a contractor and Open Space maintenance then installed a pair of “beaver deceivers,” which were installed on the culverts at Calle Debra (see photo below). The culverts remained clear of debris for 24 hours, which is the longest period this has occurred in over 3 years; previous cleanouts only lasted a few hours. The water level upstream of these culverts has already declined about two feet.



Negotiations with the Jacona Land Grant to lease 21 acres for the construction of a new solid waste transfer station continue. Staff last met with the board of the land grant on April 10, 2014. The last remaining issue is language in the lease agreement concerning indemnification. Staff anticipates bringing the lease to the BCC for approval at the end of June, with an effective date of July.

Utilities

Last of the 16 Aamodt public meetings were held on April 3, 2014. Attendance at the final two meetings was low (~10 people at each one), which suggests that questions were being answered and information was getting out. Representative Carl Trujillo also hosted 5 of his own Aamodt meetings, which were also attended by County staff. The next step in the Aamodt process is for the federal court to examine any objections received and make a final ruling on the settlement agreement. This is expected to take at least a year.

ACTION REOUESTED:

None; for information only.

SANTA FE COUNTY

Capital Project Status Update (As of 4/14/2014 11:05:41 AM)

PW ProjectNbr	Project Name	Nature of Procurement	% Comp	District	Project Budget	Current Contract Amount	Estimated Start Date	Estimated Completion Date	Project Manager
1	Upgrade Inland light fixtures, exterior wall packs, light pole and LED fixture head	Construction		3	\$360,435.00	\$335,875.00	4/7/2014		Joseph Martinez
2	0131 Preliminary Programming Study - Animal Control Facility	Construction	5	1	\$25,000.00		3/3/2014	4/15/2014	David Padilla
3	0134	Design	10	1,2,3,4,5	\$10,000.00		3/19/2014		Joseph Martinez
4	0150 Public Safety Complex Upgrade Design	Design	10	1,2,3,4,5	\$200,000.00		1/30/2014	7/31/2014	Paul Olafson
5	0732 Romero Park	Design	45	2	\$175,000.00	\$163,351.00	5/17/2013	3/31/2015	Colleen Baker
6	0736 Pobjaque Sports Fields Vista Grande Library Addition / Construction	Design	12	1	\$1,785,000.00	\$83,169.00	1/28/2014	7/24/2015	Colleen Baker
7	0739 Oscar Huber Grandstand Phase II	Construction	80	5	\$1,050,000.00	\$828,665.59	9/20/2013	4/18/2014	Ron Sandoval
8	0751 Construct Addition to Ken & Patty Adams Senior Center	Construction	5	3	\$332,000.00	\$287,814.38	2/5/2014	10/31/2014	David Padilla
9	0753	Construction	5	5	\$1,275,531.00		5/15/2014	3/3/2015	Ron Sandoval
10	0789 Cundiyo Parking Lot	Design	95	1	\$8,557.63	\$8,557.63	2/18/2013	5/16/2014	Chuck Vigil
11	0798 Design Old Santa Fe Trail Multimodal	Design	98	4	\$264,692.00	\$252,011.10	3/5/2013	5/23/2014	Chuck Vigil
12	0834 Design Hondo Fire Station #1 Addition	Design	30	4	\$325,348.00		2/10/2014	5/30/2014	Ron Sandoval
13	0840 Remodel La Cienega Fire Station No. 1	Construction	99	5	\$650,000.00	\$541,230.88	6/30/2013	3/28/2014	Ron Sandoval
14	1449 Design Water Transmission Line TL6S	Design	45	4,5	\$333,080.30	\$333,080.30	2/17/2012	2/28/2014	Scott Rivers
15	1457 Design La Cienega Water Line Improvements	Design	29	3	\$300,000.00		1/8/2014	4/30/2014	Paul Olafson
16	1463 Design Valle Vista Force Main Construct Glorieta MDWCA Water System Improvements	Design	95	3	\$22,300.00	\$22,300.00	10/15/2013	4/18/2014	Scott W. Rivers
17	1465	Construction	27	4	\$424,759.00		2/28/2014	5/1/2014	Paul Olafson
18	1472 Rio Quemado Watershed Restoration Quill Water Reclamation Plant - Treatment Improvements	Construction	57	1	\$306,000.00	\$96,681.75	5/8/2013	6/30/2014	Colleen Baker
19	1473 Purchase and Install Quill Plant Utilities	Construction	10	5	\$500,000.00		1/1/2014	10/31/2014	Scott Rivers
20	1473 Office Design Lamy Junction Water Transmission Line	Acquisition	33	1,2,3,4,5	\$75,000.00	\$60,170.63	3/31/2014	5/30/2014	Scott W. Rivers
21	1474 Old Santa Fe Trail Water Line	Design	39	4,5	\$411,368.96	\$411,368.96	5/4/2012	6/5/2014	Scott Rivers
22	1474 Construct a Wastewater Collection and Water Reclamation System for Greater Glorieta	Design	92	4	\$190,000.00	\$167,154.00	2/15/2013	1/31/2014	Chuck Vigil
23	1476 Design CR62/Caja del Oro Waterline Extension	Construction		4	\$600,000.00		1/1/2014	12/31/2014	Scott W. Rivers
24	1478 Design & Construction of Las Lagunitas Waste Water System	Design	30	2	\$212,636.00	\$23,563.20	7/16/2013	9/30/2014	Scott W. Rivers
25	1486 Renovate shower resurfacing at Adult Detention Facility	Other	25	3	\$150,000.00		2/19/2014	5/30/2014	Paul Olafson
26	1760	Construction		5	\$307,160.00	\$287,066.00			Joseph Martinez

SANTA FE COUNTY
Capital Project Status Update (As of 4/14/2014 11:05:41 AM)

27	1860	Upgrade server rooms at Adult Detention Facility and Youth Development Program Upgrade Penitentiary & Interior Lighting at Adult Detention Facility, Upgrade Perimeter Lighting at Youth Development Program	Construction	20	5	\$363,000.00			Joseph Martinez
28	1860	Replace existing HVAC units at the Adult Detention Facility and upgrade coolers at both sites.	Construction	90	1 2 3 4 5	\$387,305.86	\$335,875.00	1/20/2014	Joseph Martinez
29	1860	Youth Development Center Perimeter Lighting	Construction	10	3	\$200,000.00	\$414,112.86	10/9/2013	Joseph Martinez
30	1870	Construct new security fence at front entrance at Adult detention Facility	Construction	5	1 2 3 4 5	\$28,543.00	8/5/2013	6/30/2014	Joseph Martinez
31	1870	Upgrade Security Cameras At Adult Detention Facility, Upgrade Control Panel At Youth Development Program.	Construction	15	5	\$310,000.00	2/3/2014	4/30/2014	Joseph Martinez
32	1870	Renovate Old Judicial Courthouse	Design	0	1 2 3 4 5	\$475,000.00	6/2/2014	2/27/2015	Paul Olafson
33	2219	Redevelopment	Construction	100	3	\$70,000.00	\$23,000.00	2/4/2014	David Padilla
34	4001	La Bajada Ranch Remediation and Roofing	Design	99	3	\$95,000.00	\$79,411.76	8/12/2013	Chuck Vigil
35	6167	CR 54 Los Pinos Road All Weather Structure Design	Plan	50	5	\$500,000.00	\$420,000.00	2/4/2013	Chuck Vigil
36	6181	NE-SE Connectors Location Study	Design	30	3	\$100,000.00	\$30,357.55	9/23/2013	Chuck Vigil
37	6182	Upgrade Torcido Loop - Design/Archaeological Survey	Design	10	3	\$48,683.69	\$48,683.69	7/18/2013	Chuck Vigil
38	6183	Herrada Road Paving Design	Design	100	5	\$100,000.00	\$86,474.16	8/12/2013	Chuck Vigil
39	6184	Upgrade County Road 26 - Simmons Road	Construction	0	3	\$460,000.00	\$447,513.66	8/30/2013	David Padilla
40	6196	Vista Rendonda Drainage and Road Paving Design	Design	30	1	\$120,000.00	\$90,590.78	12/16/2013	Chuck Vigil
41	6197	Programming for Drainage and Roadway Improvements on County Road 89.	Design	5	1	\$55,000.00	\$26,970.77	2/12/2014	Scott W. Rivers
42	6198	Programming for Drainage and Roadway Improvements on County Road 89 C	Design	5	1	\$35,000.00	\$17,980.52	2/12/2014	Scott W. Rivers
43	6199	Design drainage and roadway improvements on County Road 84 D	Design	15	1	\$80,000.00		2/12/2014	Chuck Vigil
44	6202	Design and construct drainage and pavement improvements for County Road 105	Design	5	1	\$400,000.00	2/26/2014	9/30/2014	Chuck Vigil
45	6203	Design and construct drainage and pavement improvements for County Road 109 S	Design	5	1	\$260,000.00	2/26/2014	9/30/2014	Chuck Vigil
46	6204	Construct Pavement Improvements for bike lanes on County Road 89 D	Construction	10	1	\$170,000.00	4/16/2014	8/1/2014	Chuck Vigil
47	6205	Public Works Programming & Master Plan	Plan	10	1 2 3 4 5	\$25,000.00	2/28/2014	6/30/2014	Paul Olafson
48	6208	PW Phase 2 Sewer line construction	Construction	35	1,2,3,4,5	\$81,429.00	\$47,969.60	3/10/2014	Scott W. Rivers
49	6208							5/9/2014	

SANTA FE COUNTY

Capital Project Status Update (As of 4/14/2014 11:05:41 AM)

50	7006	La Bajada Ranch Planning, Programming, & Design	Plan	10	3	\$120,000.00		9/28/2012	3/29/2015	Mark Hogan
51	7120	Santa Fe River Greenway: Wayside Exhibit Planning, Design, Fabrication	Other	75	2	\$84,841.50	\$76,398.38	7/1/2012	9/30/2015	Colleen Baker
52	7121	Stanley Wellness Center Phase 1 Design and Construct Stanley	Construction	42	3	\$490,000.00	\$188,963.00	5/7/2013	4/23/2014	David Padilla
53	7121	Community Wellness Center Phase 2	Design	10	3	\$50,000.00		9/2/2013	2/14/2014	David Padilla
54	7122	Highway 14 Senior/Community Center Admin Building Computer & Communications Room	Acquisition	10	3	\$350,000.00		11/5/2012	5/1/2014	Agnes Leyba-Cruz
55	7124	Arroyo Honda Trail	Construction	0	1 2 3 4 5	\$275,000.00		3/31/2014	7/31/2014	Paul Olafson
56	7701	Mt. Chaichihuidi	Design	19	5	\$470,572.00	\$442,524.00	12/13/2012	12/31/2014	Colleen Baker
57	7706	Santa Fe River Greenway Engineering	Acquisition	35	3	\$988,499.00	\$52,859.35	8/1/2012	9/30/2014	Colleen Baker Colleen Baker, Scott Rivers
58	7707	Santa Fe River Greenway Engineering	Construction	7	4, 5	\$1,578,212.00		7/1/2014	1/31/2015	
59	7708	Santa Fe River Greenway Engineering	Design	88	2	\$412,725.85	\$333,601.57	10/3/2012	6/6/2014	Scott Kaseman
60	7708	Santa Fe River Greenway Acquisition	Acquisition	17	2	\$1,814,850.60	\$531,756.83	10/9/2012	11/1/2014	Scott Kaseman
61	7708	Santa Fe River Greenway: Frenchy's Field to Siler Rd.	Archaeology	100	2	\$59,406.47	\$59,406.47	3/1/2009	12/31/2013	Scott Kaseman
62	7711	Thomson Ranch Open Space	Plan	10	3	\$200,000.00	\$144,523.62	3/3/2014	3/6/2015	Colleen Baker Colleen Baker, David Padilla
63	7723	Nambe Community Center, Park and Head Start Site Improvements	Construction	10	1	\$354,065.00		2/27/2014	7/7/2014	
64	7725	Construct Playground Equipment at El Rancho Community Center	Construction	5	1	\$45,000.00		3/3/2014	4/15/2014	David Padilla
65	7732	Agua Fria Monument Signs	Construction	8	2	\$83,846.00		4/21/2014	9/30/2014	Colleen Baker
66	8008	La Cienega Fire Station No. 2 Apparatus bay expansion and Library remodel.	Construction	5	3	\$494,091.00	\$31,590.75	3/24/2014	9/30/2014	Ron Sandoval
67	8009	Glorieta Fire Station #2 - New Construction	Design	7	4	\$50,000.00		4/7/2014	9/30/2014	Ron Sandoval
68	8010	Pojoaque Fire Station - Interior Remodel Volunteer Side	Design	3	1	\$181,470.00		3/24/2014	6/30/2014	Ron Sandoval
69	8011	Perform design an all weather crossing for Pixon Hills Subdivision in SFC	Design	7	2	\$50,000.00				Chuck Vigil
70	9692	CR67F La Barbara Drainage and Road Paving Design	Design	15	4	\$100,000.00	\$16,197.08	12/16/2013	6/27/2014	Chuck Vigil

Table 2: Open Work Order Completion
March 2014

Property Control

COMM. DIST.	REQUESTS	ISSUED	CLOSED	ON TIME
1	5	5	5	5
2	11	11	9	9
3	3	3	3	3
4	3	3	3	3
5	25	24	19	19
All	53	51	46	46
TOTAL	100	97	85	85%

Roads

COMM. DIST.	Overall WO's from public & staff	Overall WO Issued from public & staff	Overall WO Closed from public & staff	Request from public only	On-time request from public only
1	29	29	18	10	0
2	8	8	8	4	4
3	29	29	22	9	5
4	19	19	18	2	2
5	75	75	41	44	11
All	3	3	3	0	0
TOTAL	163	163	110	69	22
		100%	67%		32%

Traffic

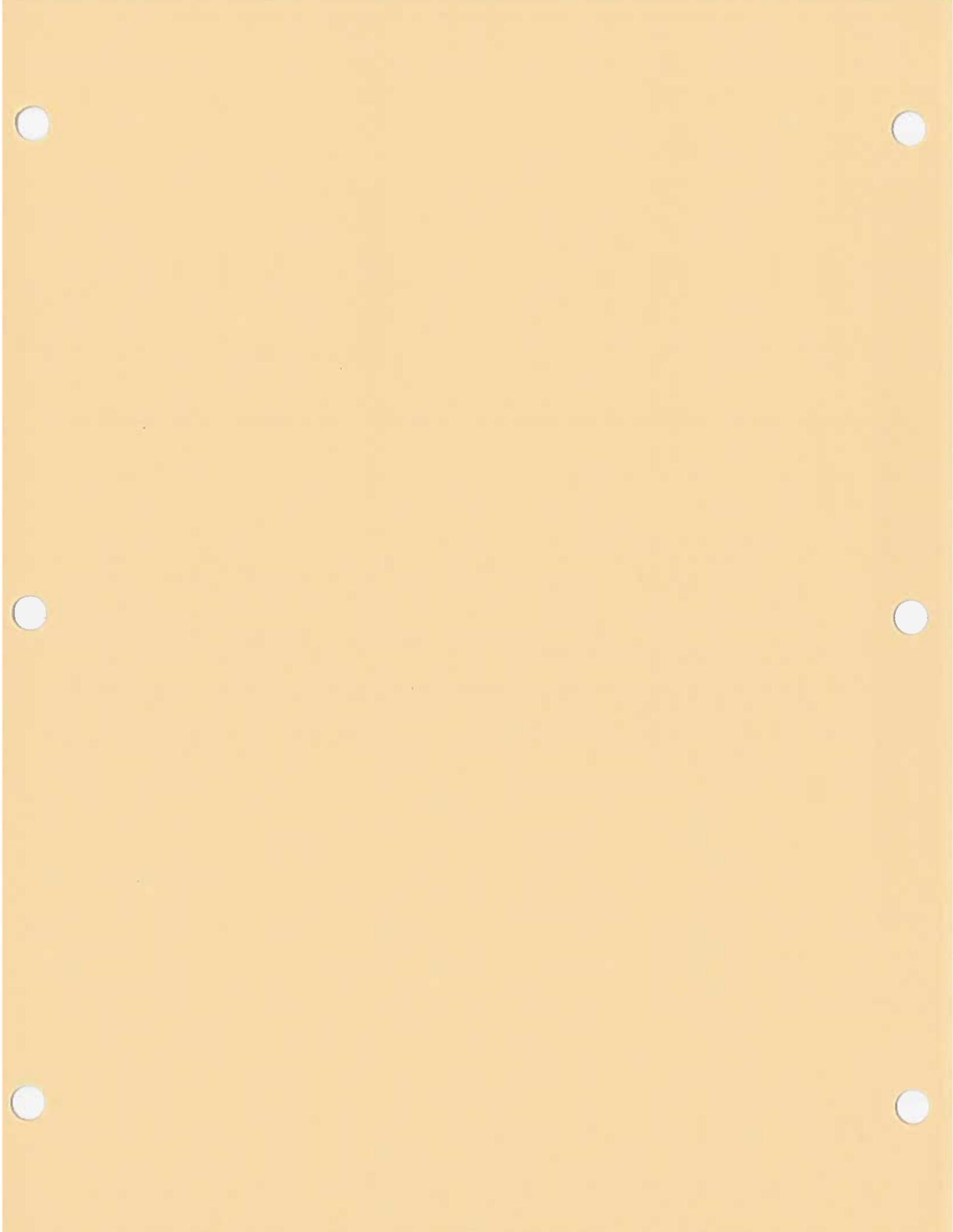
COMM. DIST.	Overall WO's from public & staff	Overall WO Issued from public & staff	Overall WO Closed from public & staff	Request from public only	On-time request from public only
1	12	12	12	1	1
2	11	11	11	3	3
3	21	21	21	1	1
4	4	4	3	1	1
5	17	17	17	1	1
All	15	15	15	0	0
TOTAL	80	80	79	7	7
		100%	99%		100%

Building Services

COMM. DIST.	REQUESTS	ISSUED	CLOSED	ON TIME
1	5	5	5	5
2	4	4	3	3
3	3	3	3	3
4	4	4	4	4
5	4	4	3	3
All	29	24	24	24
TOTAL	49	44	42	42
		90%	86%	86%

Open Space

COMM. DIST.	REQUESTS	ISSUED	CLOSED	ON TIME
1	38	38	38	38
2	19	19	19	19
3	13	13	13	13
4	13	13	13	13
5	11	11	11	11
All	11	11	11	11
TOTAL	105	105	105	105
		100%	100%	100%



Daniel "Danny" Mayfield
Commissioner, District 1

Miguel M. Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

To: Board of County Commissioners

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

Date: April 16, 2014

Re: HR Monthly Report March 2014

Issue:

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

Background:

The purpose of this memo is to provide you with information relative to various HR functions and statistics for the month of March 2014. Throughout the month March, HR coordinated/ conducted twenty-two training sessions. Two-hundred fifty-five employees attended these training sessions. Also in March, Santa Fe County assisted twenty-nine employees in attending NM Edge Courses. This is a total of one hundred seventy classes and \$8900.00 in assistance for County employees to enhance their professional career.

In regards to recruitment for the month of March, we hired our first Sheriff Deputy under the program "Transition with Honor." This is a program is administered by the State of New Mexico Department of Public Safety in which they allow for military service to be counted towards law enforcement experience and recipients are hired as lateral officers rather than Cadets. This reduces the amount of time they spend in training and can begin working sooner. Our employee hired under this program is Bryan Chandler. Mr. Chandler attended the first class beginning in January. We are very pleased to be a supporter of this program for veterans and to have Mr. Chandler join our team. In addition, Mr. Nicholas Baca was promoted from Detention Officer to Adult Detention Corporal. He has been employed with Santa Fe County for approximately four years. During the month of March, we have also begun enhancing our employment application program to assist applicants in applying for County jobs. The new program will be user-friendly and will allow HR staff to produce relevant recruitment reports. Updates will be provided to the BCC as we progress.

With regard to Labor Relations, we began negotiations with NMCP SO-Corrections. This contract expires June 28, 2014. We also met with NMCP SO-RECC to discuss pending issues. These meetings are beneficial, as they allow union and management to discuss items and develop processes to enhance operations.

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

SANTA FE COUNTY HR STATISTICS FOR THE MONTH OF MARCH 2014

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

SANTA FE COUNTY HR STATISTICS FOR THE MONTH OF MARCH 2014

Department	Division	Regular Employees	Part Time Employees	Full Time Employees	Elected/Officials	Temporary Employees	Vacancies	Total Positions	New Hires/Re-employments	Resignations	Retirements	End of term/temp status	Terminations	Total separations
TOTAL		7	0	7	0	0	1	8	0	0	0	0	0	0
	09-DWI TEEN COURT	3		3				3						
TOTAL		3	0	3	0	0	0	3	0	0	0	0	0	0
	89-SENIOR PROGRAMS - ADMIN.	10		10			2	12						
	90-SR SVCS-CONGREGATE MEALS	8	1	7		2	1	9						
	92-SR SVCS - HOME DELIVERED	2	1	1			1	3						
	93-SR SVCS - TRANSPORTATION	4		4		1		4						
TOTAL		24	2	22	0	3	4	28	0	0	0	0	0	0
	01-POJOAQUE SATELLITE OFFICE					1								
	02-EDGEWOOD SATELLITE OFFICE					1								
TOTAL						2								
CSD TOTAL		46	4	42	0	5	7	53	1	0	0	0	0	0
HOUSING DEPARTMENT		10		10			2	12						
	30-ADMINISTRATION													
	49-HOUSING SECTION 8 VOUCHER	2		2				2						
	82-HOUSING CFP - 2012	1		1				1						
TOTAL		13		13			2	15						
GROWTH MANAGEMENT DEPARTMENT		4		4				4						
	01-LAND USE ADMINISTRATION													
	02-PLANNING	6		6			1	7					1	1
	14-GIS	8		8			1	9	1					

SANTA FE COUNTY HR STATISTICS FOR THE MONTH OF MARCH 2014

Department	Division	Regular Employees	Part Time Employees	Full Time Employees	Elected/Officials	Temporary Employees	Vacancies	Total Positions	New Hires/Re-employments	Resignations	Retirements	End of term/temp status	Terminations	Total separations
	15-AFFORDABLE HOUSING-COUNTY	2		2				2						
	16-BUILDING & DEVELOPMENT	15		15				15						
GMD TOTAL		35	0	35	0	0	2	37	1	0	0	0	1	1
PUBLIC WORKS DEPARTMENT	00-OFFICE OF THE DIRECTORS	5		5				5						
	01-PUBLIC WORKS ADMIN.	12		12				12						
	02-FLEET SERVICE	7		7			2	9						
	03-TRAFFIC ENGINEERING	7		7			1	8	1					
	05-SOLID WASTE	21	1	20		2		21						
	11-ROAD MAINTENANCE	35		35			4	39						
TOTAL		87	1	86	0	2	7	94	1	0	0	0	0	0
	02-PROPERTY CONTROL	9		9			6	15						
	03-BUILDING SERVICES	15	1	14			3	18						
	18-PROJECT DEVELOPMENT DIV	9		9			1	10						
	26-OPEN SPACE	3		3			2	5						
TOTAL		36	1	35			12	48						
	08-SANTA FE RIVER GREENWAY	1		1				1						
TOTAL		1	0	1	0	0	0	1	0	0	0	0	0	0
	10-WATER	16		16		1	3	19						
	15-AAMODT						1	1						

SANTA FE COUNTY HR STATISTICS FOR THE MONTH OF MARCH 2014

Department	Division	Regular Employees	Part Time Employees	Full Time Employees	Elected/Officials	Temporary Employees	Vacancies	Total Positions	New Hires/Re-employments	Resignations	Retirements	End of term/temp status	Terminations	Total separations
	20-WASTEWATER						1	1						
TOTAL		16	0	16	0	1	5	21	0	0	0	0	0	0
PWD TOTAL		140	2	138	0	3	24	164	1	0	0	0	0	0
PUBLIC SAFETY DEPARTMENT		27		27			2	29						
	01-FIRE ADMINISTRATION													
	08-EMERGENCY PREPAREDNESS						1	1						
	09-FOREST RESTORATION	3		3				3						
	11-FIRE REGIONS	73		73				73	6					
	14-FEMA GRANT	1		1				1						
TOTAL		104	0	104	0	0	3	107	6	0	0	0	0	0
	01-ADMINISTRATION	9	1	8			2	11						
	60-ADULT FACILITY	127		127			29	156	1					
	62-MAINTENANCE DIVISION	6		6			1	7	1					
	63-MEDICAL SERVICES	22		22			8	30	1					
	65-ELECTRONIC MONITORING	9		9				9						
	70-YOUTH DEVELOPMENT FAC.	24		24			5	29	2					
TOTAL		197	1	196	0	0	45	242	5	0	0	0	0	0
	01-RECC ADMINISTRATION	37		37			11	48		2				2
TOTAL		37		37			11	48		2				2
PSD TOTAL		338	1	337	0	0	59	397	11	2	0	0	0	2

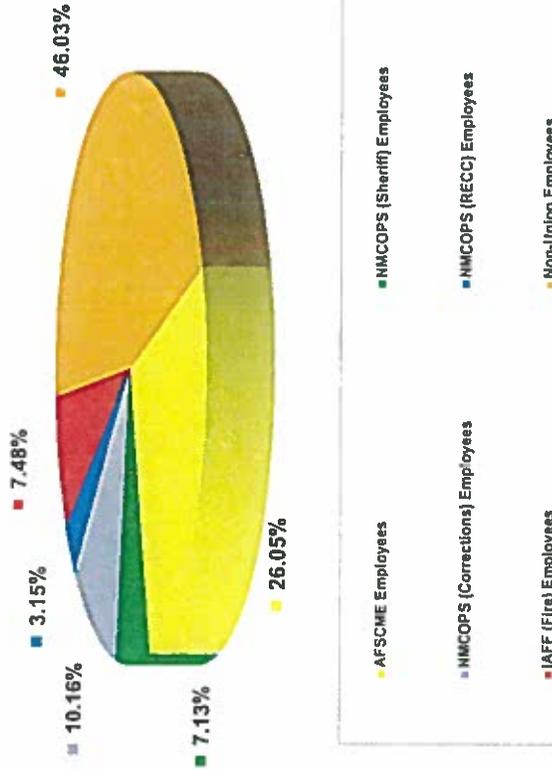
SANTA FE COUNTY HR STATISTIC FOR THE MONTH OF MARCH 2014

Department	Division	Regular Employees	Part Time Employees	Full Time Employees	Elected/Officials	Temporary Employees	Vacancies	Total Positions	New Hires/Re-employments	Resignations	Retirements	End of term/temp status	Terminations	Total separations
COUNTY CLERK'S OFFICE	01-REPORTING & RECORDING	20	1	19	1		2	22	1					
	02-BUREAU OF ELECTIONS	9	1	8			3	12		1				1
CLERK'S OFFICE TOTAL		29	2	27	1		5	34	1	1				1
COUNTY TREASURER'S OFFICE	01-COUNTY TREASURER ADMIN.	12		12	1			12						
COUNTY ASSESSOR'S OFFICE	01-COUNTY ASSESSOR ADMIN.	29		29	1			29						
	11-PROPERTY VALUATION	14		14		1		14						
ASSESSOR'S OFFICE		43	0	43	1	1	0	43	0	0		0	0	0
COUNTY SHERIFF'S OFFICE	01-ADMIN/ANIMAL CNTRL/ENFORC	118		118	1			118	2					
	04-REG.III DRUG ENF GRANT-A	2		2				2						
	06-REG III-HIDTA GRANT	1		1				1						
SHERIFF'S OFFICE		121		121	1			121	2					
	01-COUNTY PROBATE JUDGE				1									
COUNTY WIDE TOTAL		856	9	847	10	9	101	957	20	3	0	0	1	4

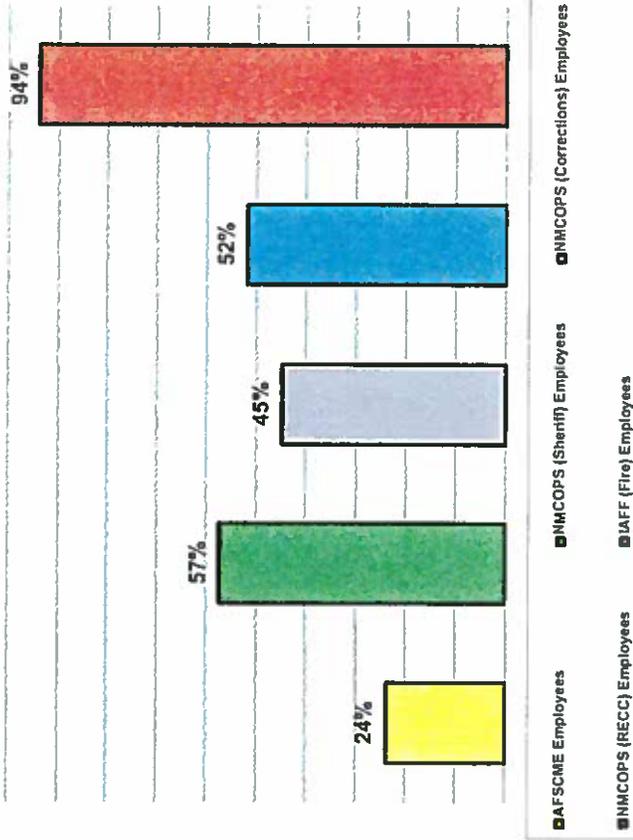
LABOR STATISTICS FOR March 2014

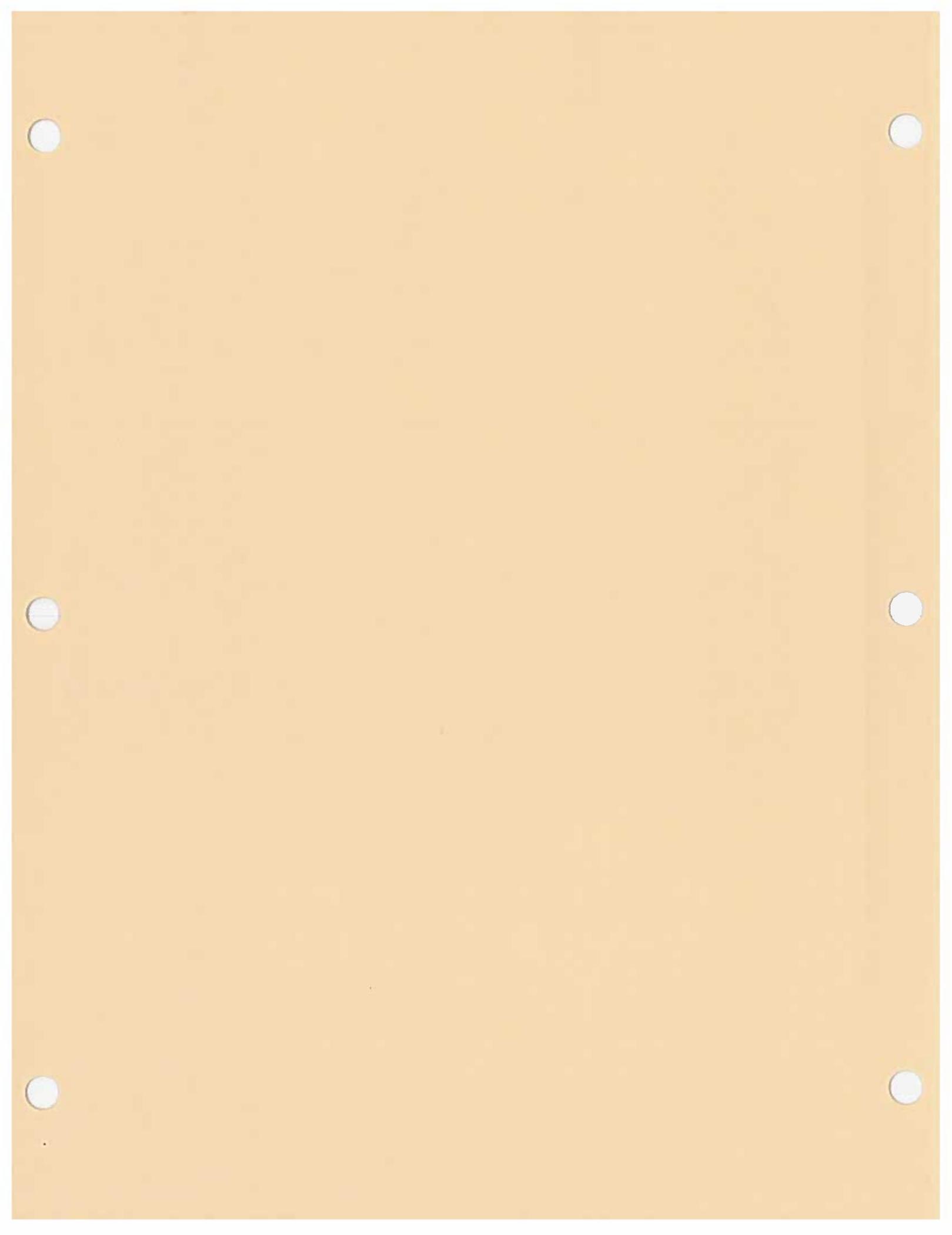
Union Status		Percentage of Union Status		Number of Employees Paying Dues		Percentage Of Employees Paying Union Dues	
AFSCME Employees	223	AFSCME Employees	26.05%	AFSCME Employees	53	AFSCME Employees	24%
NMCOPS (Sheriff) Employees	61	NMCOPS (Sheriff) Employees	7.13%	NMCOPS (Sheriff) Employees	35	NMCOPS (Sheriff) Employees	67%
NMCOPS (Corrections) Employees	87	NMCOPS (Corrections) Employees	10.16%	NMCOPS (Corrections) Employees	39	NMCOPS (Corrections) Employees	45%
NMCOPS (RECC) Employees	27	NMCOPS (RECC) Employees	3.15%	NMCOPS (RECC) Employees	14	NMCOPS (RECC) Employees	52%
IAFF (Fire) Employees	64	IAFF (Fire) Employees	7.48%	IAFF (Fire) Employees	60	IAFF (Fire) Employees	94%
Total Number of Union Employees	462	Total Percentage of Union Employees	53.97%	Total Number of Employees Paying Dues	201		
Non-Union Employees	394	Non-Union Employees	46.03%				
Total Number of Employees	856	Total Number of Employees	100%				

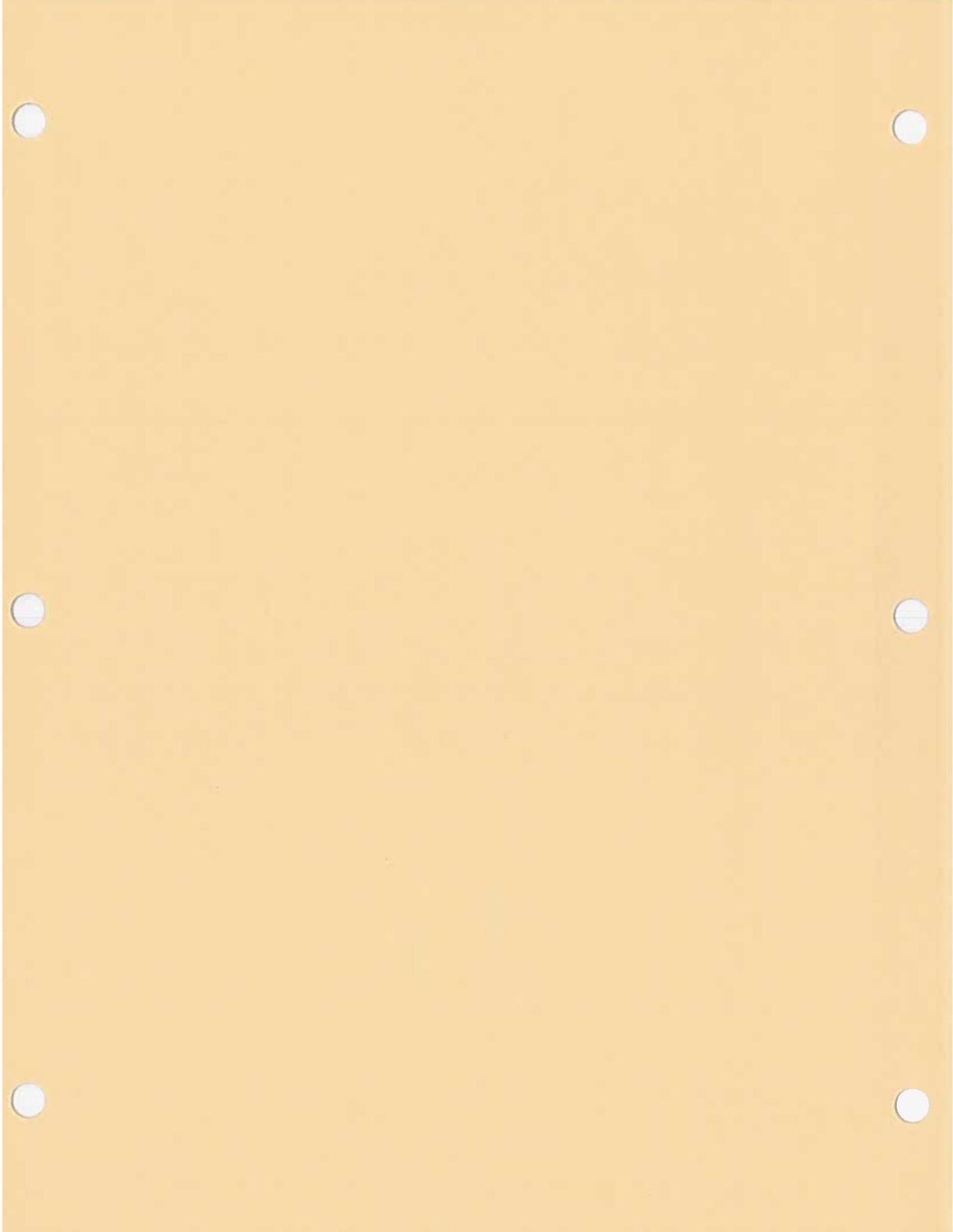
Union Status



Paying Members







Legal

Legal has processed 369 contracts this fiscal year, and 109 resolutions and ordinances have been reviewed or drafted.

Legal drafted several amendments to ordinances in March, including one for the living wage ordinance and the economic development ordinance. Additionally, legal drafted an ordinance mandated by the State to transfer funds equivalent to one-twelfth (1/12) percent of gross receipts taxes reported by persons engaged in business in the County to the Safety Net Care Pool Fund.

Legal continues to work on a final draft of proposed changes to the Code of Conduct Ordinance, and has worked with the Santa Fe County Ethics Board on these proposed changes.

The Department has a number of lawsuits pending including several administrative appeals, the lawsuit filed against Darlene and Anthony Montoya and Advantage Asphalt and Seal Coating for unlawful placement of culverts in an arroyo within the federally-designated floodplain, as well as several code enforcement cases. Legal has also participated in various elections related cases that have moved quickly through the judicial system, culminating in hearings before the New Mexico Supreme Court. Legal has almost completed proceedings before the Public Regulation Commission pertaining to rate riders for the Jemez Mountains Electric Cooperative, and has now intervened in the case involving PNM and replacement energy following closure of portions of the coal fired power plant. The Department continues to work with the Sheriff's Office on matters relative to cross-commissioning and vehicle forfeiture. One arbitration of a personnel matter was concluded in April and a hearing before the Human Rights Commission is close to completion.

There have been hearings before the Public Employee Labor Relations Board culminating in successful modification of the name of the exclusive representative of three bargaining units, and the dismissal of a Petition seeking to replace the exclusive representative of one bargaining unit.

Land use issues are increasing in frequency and legal staff has devoted substantial time to resolving questions pertaining to the processing of various applications. Legal staff continue to work closely with the Growth Management Division to implement the SLDC, including participating in public outreach regarding the draft zoning map.

Mailroom

The Mailroom processed the following in the month of March

Main Folder 5800 item(s), \$ 4,129.93	
Name	Items
Co. Manager (Commissioners)	32
DWI	41
MCH	0

PFMD	71
Clerks	118
Elections	726
Assessors	1874
Treasurers	480
Probate Judge	0
Attorney or Legal	39
Sheriff	176
Human Resources	67
Corrections Admin	0
Purchasing	25
Care Connection	0
HHS Admin	10
Adult Jail	0
Teen Court	109
ASD	0
Fire Department	551
E-911	2
RECC	8
Senior Services	0
YDF	1
Natural Resources	0
Affordable Housing	0
Section 8	80
Finance/Payroll	1075
Utilities (Water Resources)	35
Public Works	64
Land Use	18
Housing	104
Indigent/HAP	94

Purchasing

Current Activity:

The following procurement activity was performed by Procurement Specialist, Senior in March:

IFBs	5
RFPs	10
Price Agreements	8
Contract Amendments	6
Lease or Sale Agreements	5

659 Purchase Orders were issued totaling \$2,172,000.00

Risk Management

Number of Fire Safety Inspections	50
Number of Facility Inspections	4
Number of Road Inspections	10
Number of Worker's Compensation Processed	5
Number of Employees out on Worker's Comp	2
Number of RAP Lessons	0
Number of County Involved Auto Accidents	2
Number of Qwest Cut Cables	0
Number of Safety Trainings	6
Number of Evacuation Drills	6
Number of New Employee Orientations	2



Daniel "Danny" Mayfield
Commissioner, District 1

Miguel M. Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

Memorandum

To: Santa Fe County Board of County Commissioners

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

Date: April 9, 2014

Subject: Community Services Monthly Report/April

Health Services

Our new nurse, Kati Schwartz, began work on April 7th and we now have a fully staffed Mobile Health Van. The van is currently operating seven days a week with many new locations.

The Santa Fe County Health Action Plan is completed and will be presented to the Board of County Commissioners at the end of April.

The Community Services Department is partnering with La Familia, the Baby Fund and CHRISTUS to implement a public awareness campaign about the importance of prenatal care for pregnant women who use opiates. The campaign should roll out this summer.

The Healthcare Assistance Program (HAP) Workgroup is meeting weekly to develop recommendations regarding the provision of health care services in Santa Fe County. Those recommendations will be taken to the full HPPC in early May and to the BCC the end of May.

I scheduled and held a briefing with the New Mexican on Santa Fe County/community efforts to reduce drug overdose; it included many players such as me, Lisa Leiding from the jail, La Familia, Department of Health, DWI, and The Recovery Center. It was with the Assistant Editor Bruce Krasnow. It went well and lasted several hours but I have no idea how it will evolve moving forward although he was excited by a number of different projects.

Community Safety

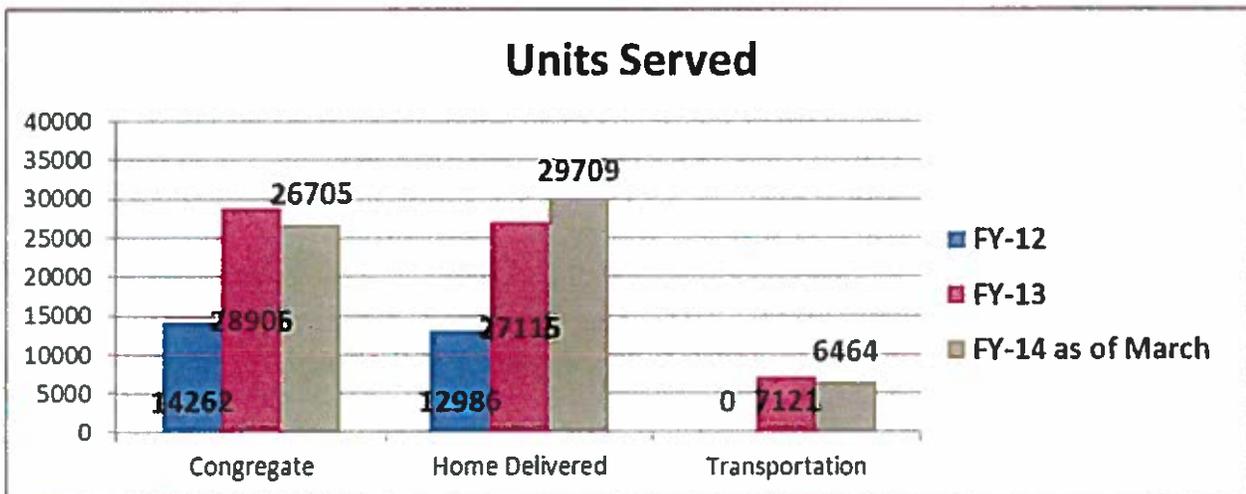
Peter Olson is preparing materials for the next *Drug Take Back* which is going to be held on April 26, 2014. There are six locations to return drugs. A poster and other materials have been developed, distributed and posted on the County website.

A meeting was held with Judge Marlowe Sommer this week to discuss a Compliance fee for DWI offenders sentenced at the District Court level. Judge Marlowe Sommer agreed to impose a compliance fee on all DWI cases that she presides over. The Judge did request that the DWI program allow for a sliding fee scale for clients identified as indigent. The DWI program will start drafting policy and procedures for the handling of compliance fees.

The pre-proposal conference for the implementation of educational and recreational youth programs was successful with approximately 12 entities in attendance. Proposals are due Thursday April 24th. We plan to select our finalists on May 1st to move forward and ensure contract awards by June 1, 2014.

Senior Services

The AAA Capital Budget request will be submitted at the end of the week. The request again includes funding for the expansion at Santa Cruz and for construction funds for a HWY 14 Center.



Community Operations

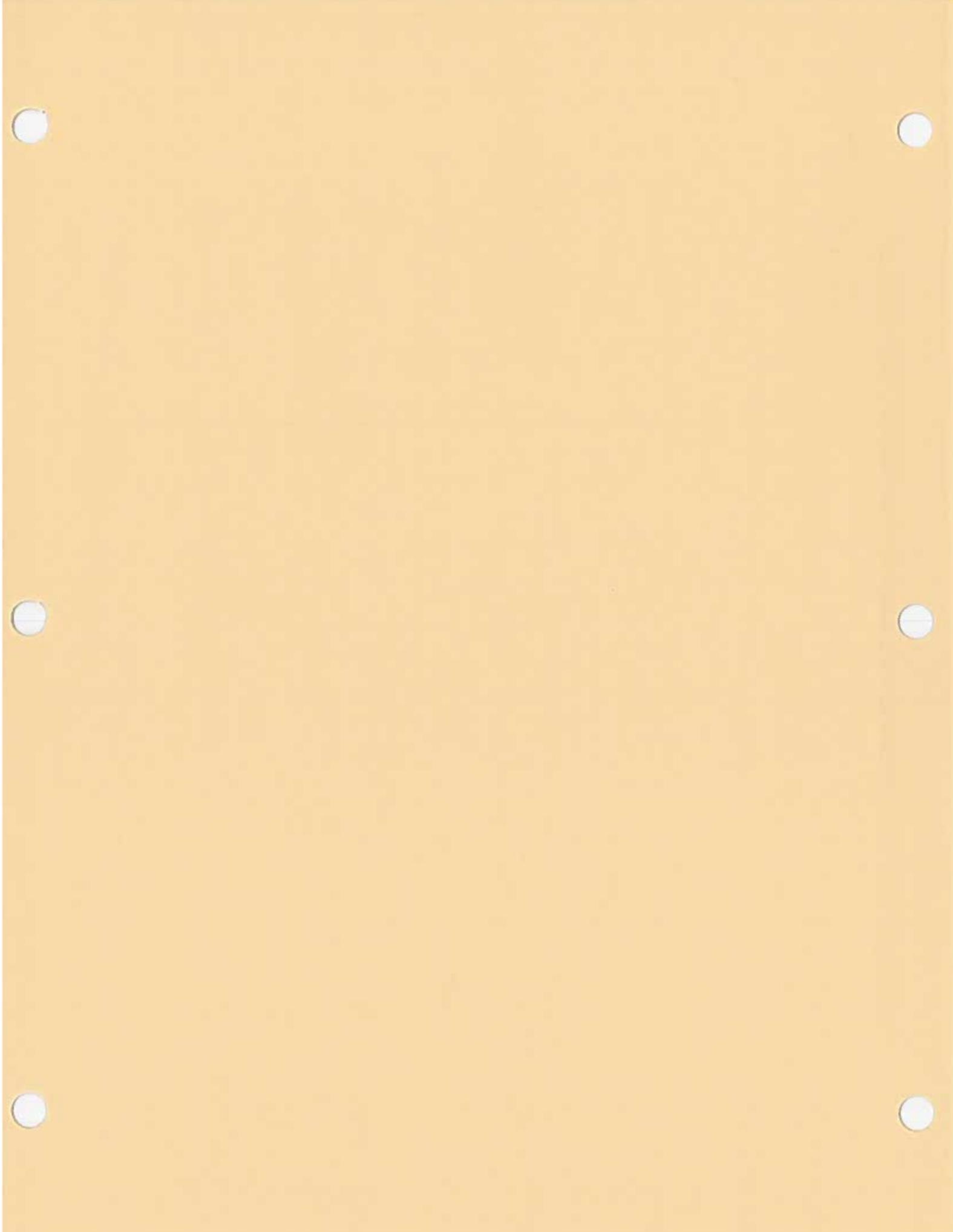
Center rentals for the week of 3/24-3/30: Benny J-2; La Cienega-2; Nambe-2; Nancy Rodriguez-4; Rio En Medio-1

Our Volunteer Coordinator worked with staff to clear brush at La Piedra Trail & assessed the trail. They also repaired the trail at Tesuque Trail and reinstalled the County fence.

Our volunteer coordinator is working to help to organize and coordinate the Seniors at Eldorado to provide home delivered meals.

On Saturday 3/8 our Volunteer Coordinator Carol and Sarah Woods- Park Manager at Cerrillos Hills Park held a volunteer training workshop. 7 volunteers were trained to become park or visitor center greeters.





Memorandum

To: Santa Fe Board of County Commissioners

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

Via: Katherine Miller, County Manager

Date: April 15, 2014

Re: *Financial report for the quarter ending 3/31/2014*

ISSUE:

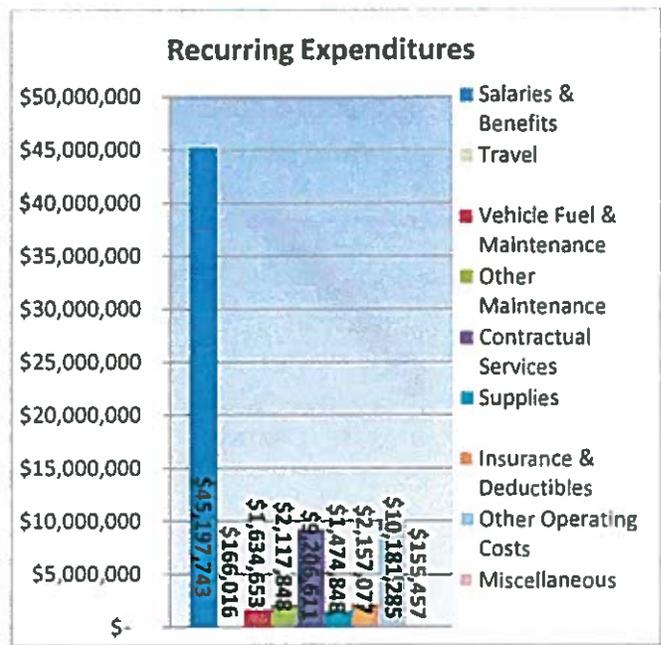
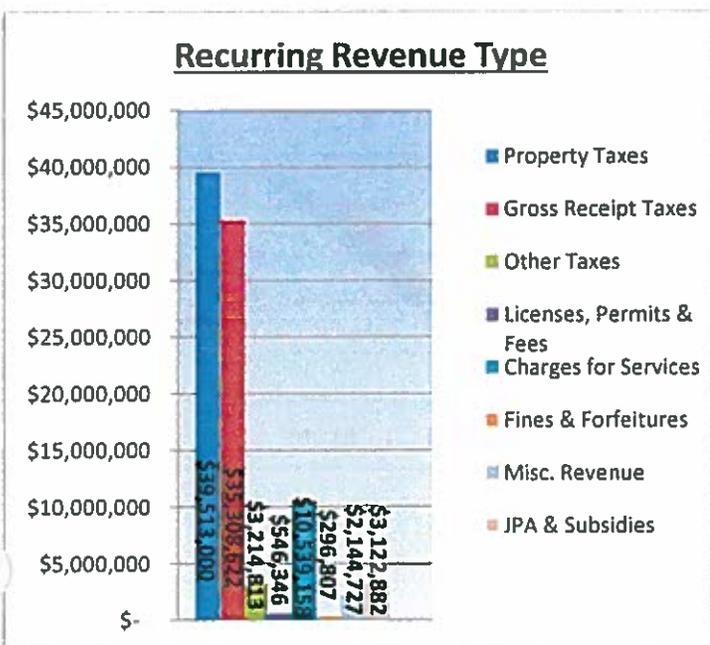
Enclosed is a report summarizing the financial activities of the County through the quarter ending March 31, 2014.

BACKGROUND:

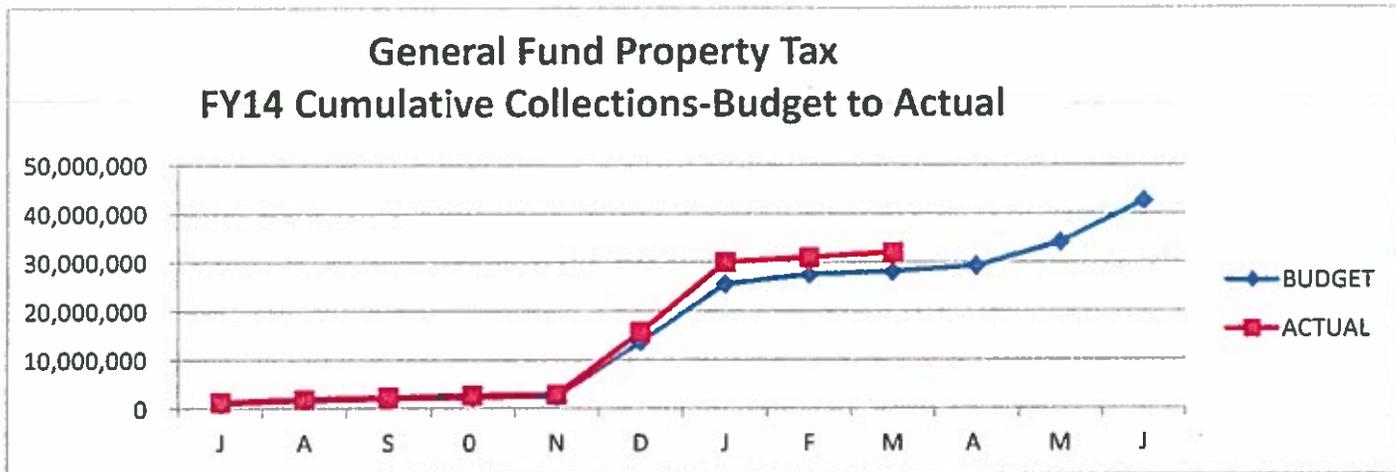
The following report will summarize total revenues and expenditures county-wide and by major fund. The numbers presented within this report are as of December 31, 2013.

ALL FUNDS:

For the third quarter ending March 31, 2014, the county collected a total of \$104.9 million from all revenue sources. The largest share of revenue sources were generated by taxes; property taxes of \$39.5 million and GRT's of \$35.3 million excluding \$3.2 million which is a pass-through to the regional transit district. On March 31st, expenditures across all funds totaled \$104.8 million. Capital expenditures totaled \$18.9 million, debt service payments totaled \$13.6 million and operational expenditures totaled \$72.3 million. The capital expenditures included such projects as the Judicial Complex \$986K, Santa Fe County Town of Edgewood fire station \$928K, vehicles/heavy equipment for Open Space, Fire, Land Use, Public Works, Senior Services and Road Maintenance of \$4.2 million and other projects funded by the capital outlay GRT totaling \$4.7 million.

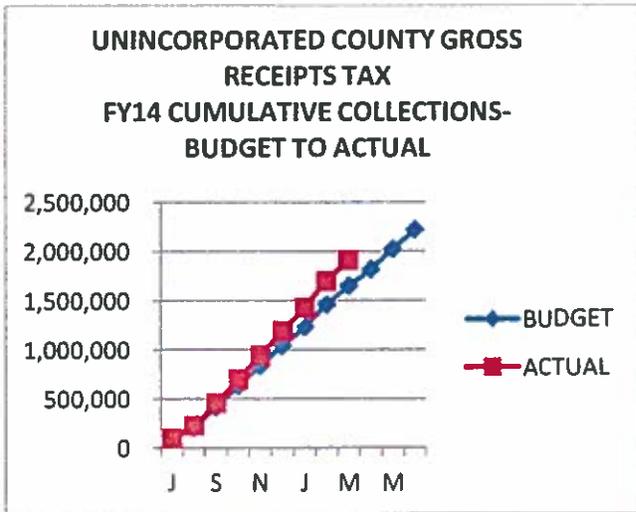
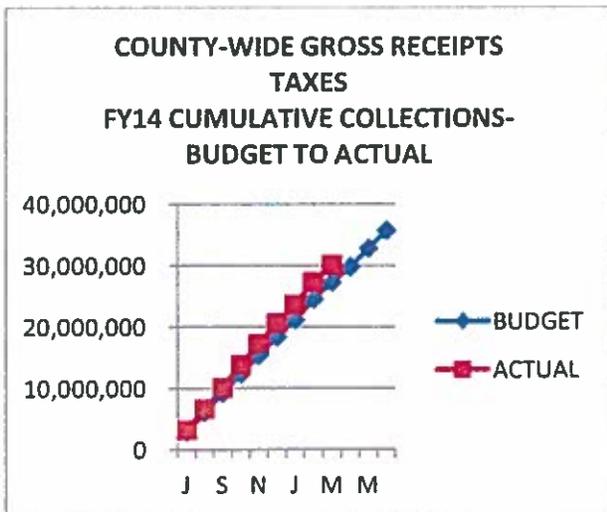


The following charts reflect how the two largest revenue sources fared when compared to the budgeted amounts. Actual property tax collections of \$32.0 million through the end of March exceeded the projected budget of \$28.1 million by \$3.9 million. The property tax monthly collections have consistently exceeded budget forecasts. The property tax collections of \$32 million through March 31st are \$1.2M more than the previous year's collections of \$30.7 million. This equates to an increase of 4% when compared to the collections of the previous year.



Cumulatively, both the county-wide and the unincorporated gross receipt taxes collected through March total \$32.1 million (excluding \$3.2 million which is passed through to the regional transit district). The GRT collections are \$3.1 million greater than the cumulative budgeted amount of \$28.9 million. The total county-wide GRTs collections of \$30.1 million are \$1.5 million or 5% greater than the prior year's collections. The unincorporated GRTs are up a total of \$918,556 or 92% from the previous year's collections of \$996,286. This large increase may be attributed to the newly enacted Fire Excise tax, which began witnessing actual collections on the average of \$116K in September. Fire Excise Tax collections total \$819,070 through March.

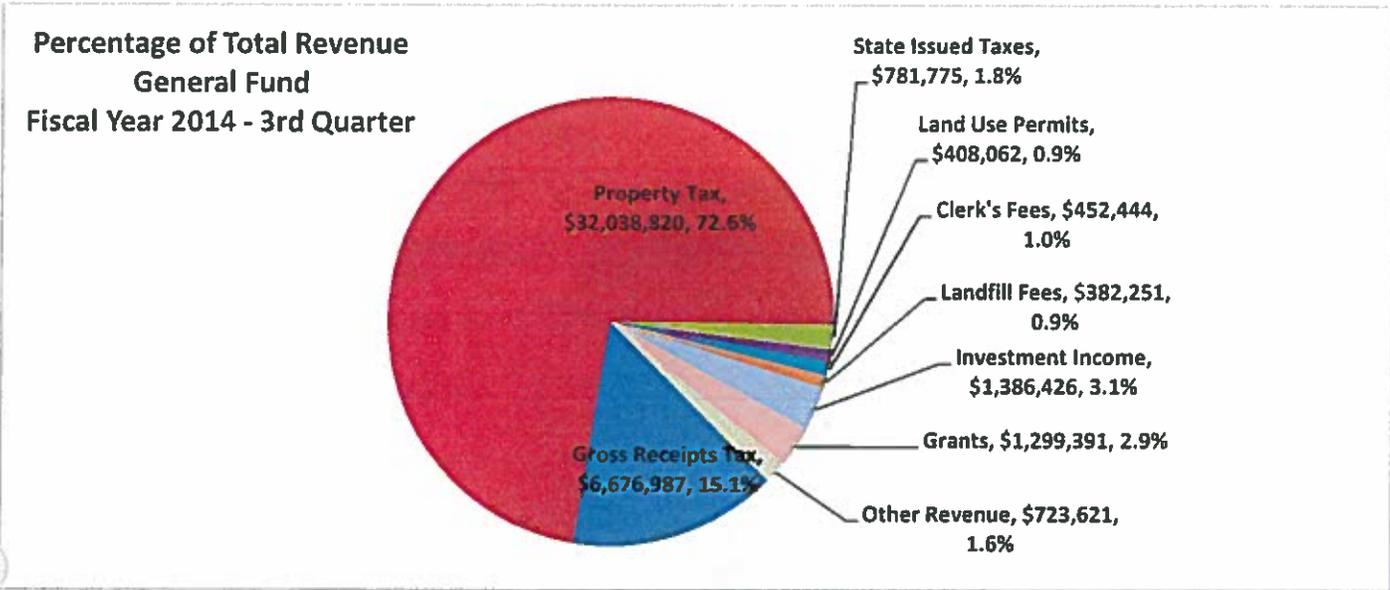
Lastly, the unincorporated GRT collections have exceeded budgeted amounts each month for an overall net excess of \$265,509. This is the first time the collections have been greater than the budgeted amount since the economic recovery began. Thus far the collections exceed the budgeted amount by 16%.



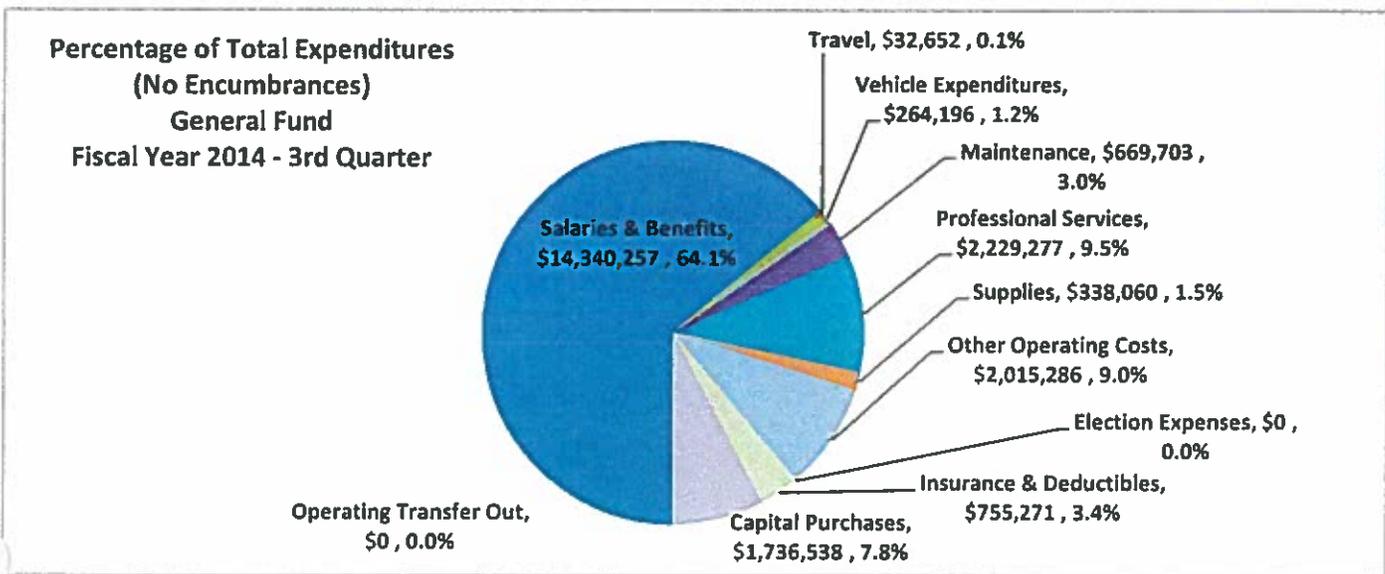
GENERAL FUND

The chart below summarizes all revenue for the general fund; all revenue sources total \$44.2 million. Recurring revenue totaled \$41.9 million; recurring revenue includes property taxes, gross receipt taxes, state issued taxes, construction permits, clerk’s fees, landfill fees and other revenue. Investment income revenue year-to-date totals \$1.4 million; which is slightly up by \$25K from the previous year.

Overall, total general fund revenues in FY 2014 of \$44.2 million are greater than the previous fiscal year’s revenues by \$1.1 million or 2.5%.



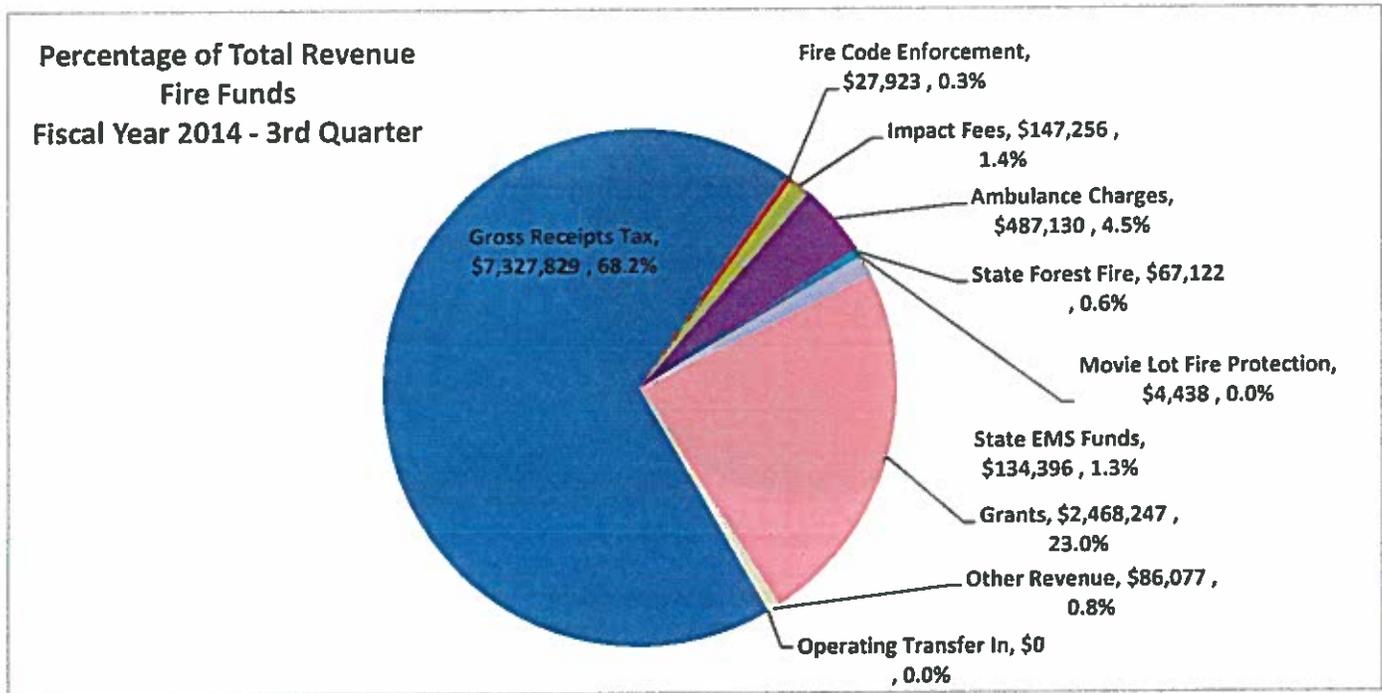
General fund expenditures totaled \$22.4 million. Recurring expenditures totaled \$20.6 million. On March 31st, the Fund still had outstanding encumbrances just over \$5 million. Recurring General Fund expenditures were \$2.24 million or 12% greater than the expenditures incurred in the prior fiscal year for the same time period. The increase is mainly related to increased expenditures in the salaries and benefits category related to new FTE’s (\$1.2 million) and smaller increases in the travel, maintenance, professional services, supplies, and other operating costs categories.



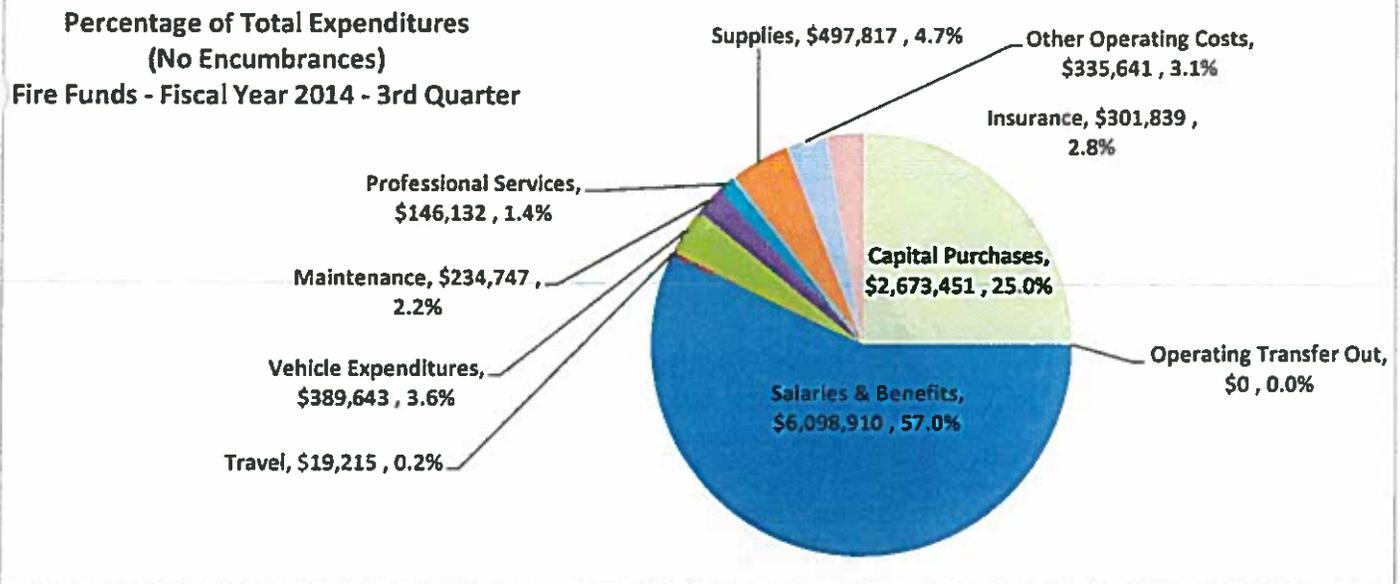
FIRE FUNDS:

The chart below identifies the major revenue sources for all Fire Funds. Total recurring revenues of \$10.3 million were collected and consist of gross receipt taxes, ambulance charges and some of the grants. Through March 31st, the ambulance charges were less than the budgeted amount by \$75K and are \$202K less than the prior year's collections. Discussions with staff of the fire division indicate that the estimated ambulance charges will materialize at the budgeted level due the fact that they are now fully staffed.

The remaining revenue sources for the fire operations are considered non-recurring and are highly impacted by the economic activity.

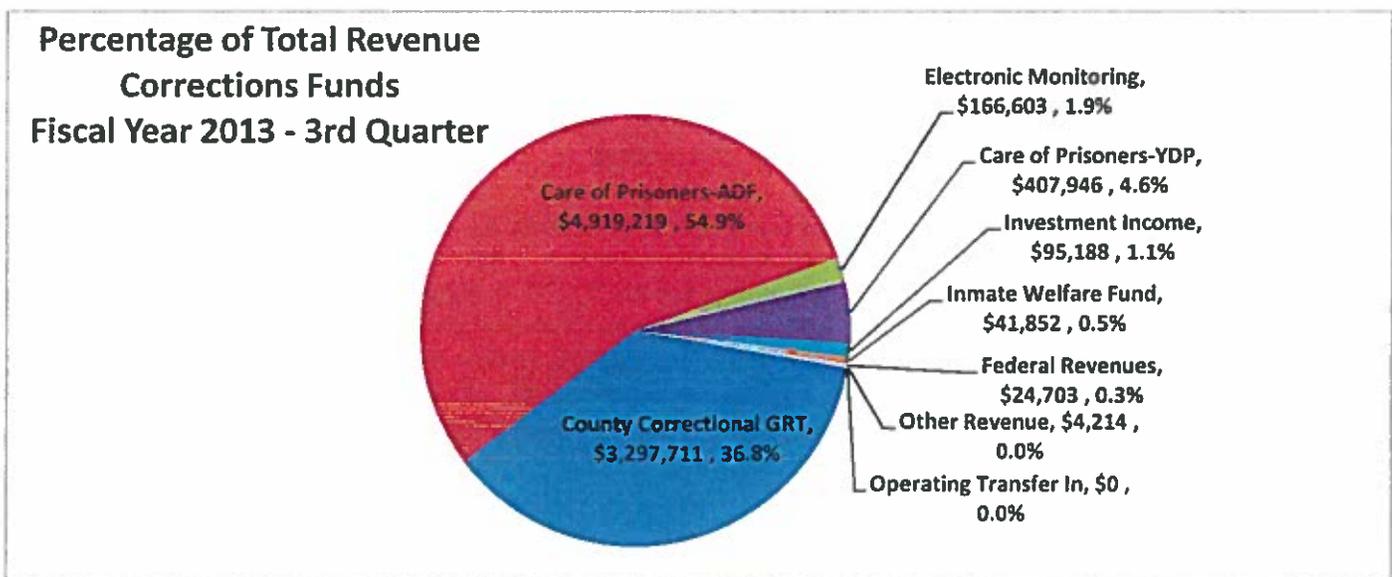


Expenditures for fire operations totaled \$10.7 million and included operational expenditures of \$8 million. The FY 2014 total expenditures are \$1.2 million less than the previous fiscal year. The difference is mainly due to lesser capital expenditures with the majority of the construction work completed in the prior year for the Santa Fe County Edgewood Fire Station. Capital expenditures of \$2.7 million were incurred and included such projects as the Hondo fire station totaling \$10,469, La Cienega fire station \$477K, La Cienega fire station #2 \$35K, and Santa Fe County Edgewood fire station finishing expenditures of \$928K, \$861K for vehicles, regular and emergency and \$96K for equipment purchases and other miscellaneous capital expenditures (e.g. air compressors, tank covers, etc.).

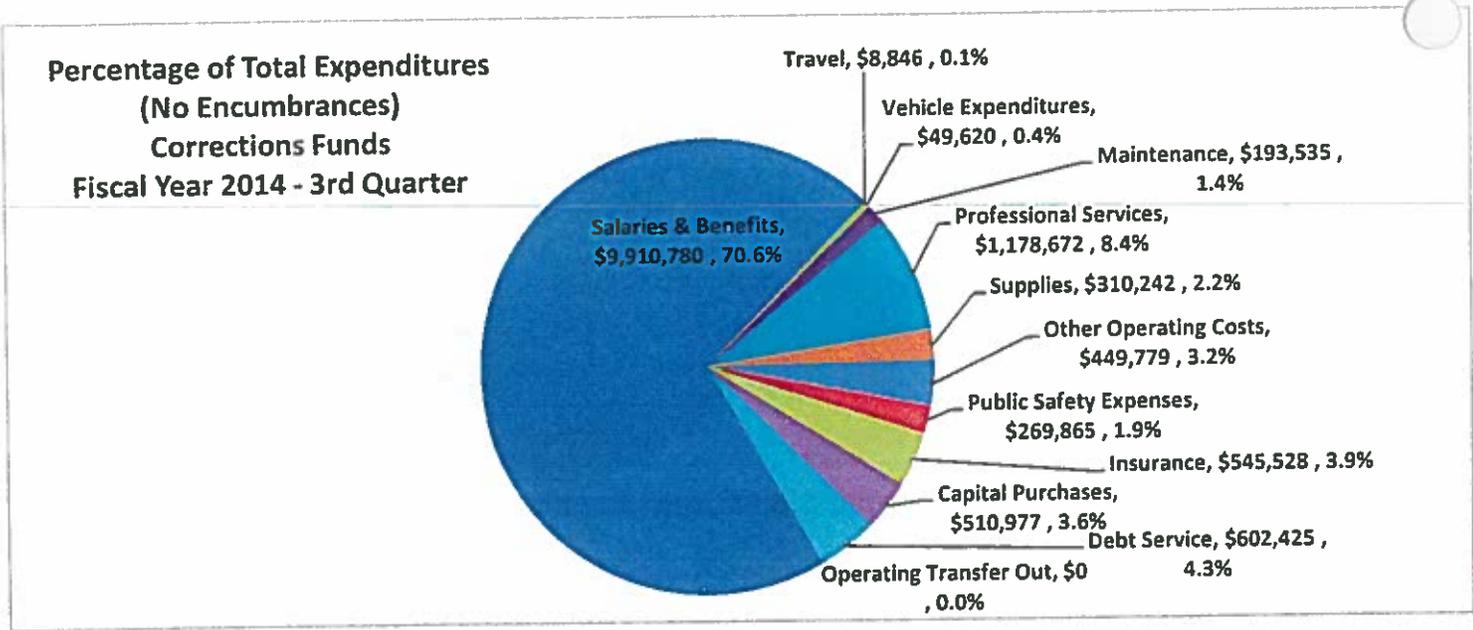


CORRECTIONS FUNDS:

The chart below identifies the major revenue sources for the Corrections Funds. Recurring revenue totals \$8.8 million, which includes Correctional GRT recurring revenue of \$3.3 million. The Care of Prisoner revenues of \$5.4 million in FY 2014 are \$708K below the previous year's collections of \$6.2 million for the same time period. The majority of the decrease is related to the Adult care of prisoner (COP) revenue collections, which are \$703K below the prior year collections. Although there is a decrease in collections through March, the care of prisoner revenue collections have increased over the prior years' mainly due to the consistent population and collections from both the U.S. Marshal and Bernalillo. Additionally, in FY 2013 the corrections staff pursued older outstanding billings for the prior years (fiscal years 2011 through 2013) and revenues collected in FY 2013 are higher due to the collections of older receivables.



Total expenditures for the Corrections fund are \$14 million and the operational expenditures totaled \$12.9 million. Capital expenditures totaled \$511K. The recurring expenditures are \$53K greater than the prior year expenditures.



CLOSING:

The numbers reflected within this report reflect activity as of close of business on March 31st. Capital expenditures, one-time expenditures and debt service payments are not considered recurring expenditures.

In summary, the 3rd quarter revenues and expenditures were as follows:

- Property Taxes of \$32 million – collections exceeded budget by \$3.9 million and were greater than the prior year’s collections by \$1.2 million.
- Gross Receipt Taxes of \$32.1 million – cumulatively, collections have exceeded budget by \$3.1 million and are above the prior year’s collections by \$2.4 million.
- Capital expenditures totaled \$18.9 million and debt service payments totaled \$13.6 million.

Lastly, the finance division is conducting budget hearings for the FY 2015 budget planning process and compiling financial information to answer questions of the Board of County Commissioners resulting from the last FY 2015 budget preparation discussion. Upon the completion of the hearings, the finance division and the county manager will begin the preparation of an interim budget for BCC discussion and approval. The proposed interim budget will include suggestions made by the BCC to ensure that both BCC and citizen priorities are reflected in the FY 2015 budget.

NO PACKET MATERIAL FOR THIS ITEM

IX. Concluding Business

A. Announcements

B. Adjournment



