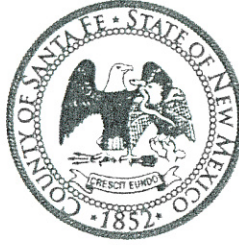


Henry P. Roybal
Commissioner, District 1

Anna Hansen
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Anna T. Hamilton
Commissioner, District 4

Ed Moreno
Commissioner, District 5

Katherine Miller
County Manager

To: Santa Fe County Board of County Commissioners

Through: Katherine Miller, County Manager *4-14-17*
Patricia Boies, Health Services Division Director, Community Services Department

From: Kyra Ochoa, Program Manager, Health Care Assistance Program

Date: April 14, 2017

Re: Approval of County Health Care Assistance Claims in the Amount of \$48,698.64
(Community Services Department/Kyra Ochoa)

ISSUE:

Approval of County Health Care Assistance claims in the amount of \$48,698.64.

BACKGROUND:

The BCC has approved funding for the County Health Care Assistance Program, to fund community-based providers. The Health Care Assistance Program has processed claims this month in the amount of \$48,698.64, as indicated on the Amount Paid to Vendors document.

RECOMMENDATION:

We recommend the approval of County Health Care Assistance claims in the amount of \$48,698.64.

Santa Fe County Health Care Assistance Fund Community-Based Providers
Fiscal Year 2017

2-May-017

Provider Name	FY 17 Allocated Funding	Claims Approved Through March 28, 2017	Claims Presented May 2, 2017	Remaining Balance	% Remaining
Primary Care					
La Familia Medical Center	440,000.00	438,178.44		1,821.56	0%
SW Care/Women's Health Services	24,000.00	18,570.65	2,580.00	2,849.35	12%
El Centro of Northern of NM	1,400.00	490.00	437.00	473.00	34%
Pecos Valley Medical Center	17,000.00	4,250.40	4,809.40	7,940.20	47%
Presbyterian Healthcare Services	1,000.00	630.80		369.20	37%
Total Primary Care	483,400.00	462,120.29	7,826.40	13,453.31	3%
Substance Abuse					
Santa Fe Recovery Center	285,000.00	250,925.00	27,345.00	6,730.00	2%
Interfaith Leap/Sangre de Cristo House	25,000.00	25,000.00		-	0%
Christus St. Vincent-HUGS	50,000.00	29,167.78		20,832.22	42%
Hoy Recovery Center	500.00	450.00		50.00	10%
Total Substance Abuse	360,500.00	305,542.78	27,345.00	27,612.22	8%
Mental Health					
Casa Milagro	25,000.00	20,400.00	3,300.00	1,300.00	5%
Santa Fe Mountain Center	55,000.00	29,999.99	7,500.00	17,500.01	32%
Santa Fe Schools Adelante	20,000.00	4,090.00	2,727.24	13,182.76	66%
Total Mental Health	100,000.00	54,489.99	13,527.24	31,982.77	32%
Ambulance					
City of Santa Fe Ambulance Services-MIHO	25,000.00	25,000.00		-	0%
City of Santa Fe Ambulance Services (transport)	1,100.00	1,086.80		13.20	1%
Total Ambulance	26,100.00	26,086.80	-	13.20	0%
Total Health Care Assistance	970,000.00	848,239.86	48,698.64	73,061.50	8%
Cremations (Under Separate Cover)					
	30,000.00	24,600.00	3,000.00	2,400.00	8%
Grand Total	1,000,000.00	872,839.86	51,698.64	75,461.50	8%

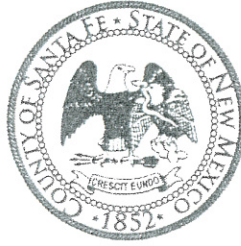
Amount Paid to Vendors
Indigent Healthcare Solutions
Batch Dates 05/02/17-05/02/17

Vendor #	Name	# Invoices	Payable
23835	Casa Milagro	11	3,300.00
5855	El Centro Family Health	5	437.00
11961	Pecos Valley Medical Center	8	4,809.40
4597	Santa Fe Mountain Center	6	7,500.00
1742	Santa Fe Public Schools- Adelante Program	6	2,727.24
142	Santa Fe Recovery Center	3	27,345.00
16159	Southwest Care Center	9	2,580.00
Grand Total:		48	48,698.64

Henry P. Roybal
Commissioner, District 1

Anna Hansen
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Anna T. Hamilton
Commissioner, District 4

Ed Moreno
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

DATE: *April 7, 2017*

TO: *Board of County Commissioners*

FROM: *Michael Kelley, Public Works Department Director*

VIA: *Katherine Miller, County Manager*

ITEM AND ISSUE: *BCC Meeting May 2, 2017*

Approval Of Purchase Agreement and Permanent Sign Easement Agreement Between Santa Fe County And Eusebio Serna (Public Works/Terry Lease)

SUMMARY:

The purpose of the Purchase Agreement and Permanent Sign Easement Agreement are to facilitate the acquisition of a real property interest for a monument sign project in the Historic Village of Agua Fria.

BACKGROUND and DISCUSSION:

The County, in partnership with the National Park Service National Trails Intermountain Region, Cornerstones Community Partnerships and the Historic Village of Agua Fria, is conducting a gateway monument sign project known as the Agua Fria Monument Sign Project (the "**Project**") in order to communicate to travelers that they are entering a historic village on El Camino Real and to calm and slow traffic as vehicles enter the village.

Using criteria such as size, proximity to the entrance of the Village of Agua Fria, and visibility from Agua Fria Road, County staff conducted an extensive search of potential locations. A portion of real property whose address is 4142 Agua Fria Road, Santa Fe, New Mexico has been identified as an ideal location for the Project. The property owner is agreeable to the Project and the acquisition of the easement will allow the County to proceed with the planning and design of the Project. The seller has signed the Purchase Agreement and the Permanent Sign Easement Agreement will be signed by the seller prior to closing the transaction with a title company.

ACTION REQUESTED:

Approval of subject Purchase Agreement and Permanent Sign Easement Agreement.

PERMANENT SIGN EASEMENT AGREEMENT

This Permanent Sign Easement Agreement (the “**Agreement**”) is entered into by and between Eusebio Serna (“**Grantor**”), a married man dealing in his sole and separate property, and Santa Fe County (“**County**”), a political subdivision of the State of New Mexico.

RECITALS

A. Grantor is the fee simple owner of real property whose address is 4142 Agua Fria Road, Santa Fe, New Mexico (“the **Property**”), which is described with particularity in that certain Warranty Deed recorded as Instrument No. 1501656 in the records of the County Clerk.

B. Grantor represents that the Property is the sole and separate property of Grantor pursuant to that certain Sole and Separate Property Agreement and Conveyance filed as Instrument No. 1501657 in the records of the County Clerk.

C. The County, in partnership with the National Park Service National Trails Intermountain Region, Cornerstones Community Partnerships and the Historic Village of Agua Fria, is conducting a gateway monument sign project known as the Agua Fria Monument Sign Project (the “**Project**”) in order to communicate to travelers that they are entering a historic village on El Camino Real and to calm and slow traffic as vehicles enter the village.

D. The County requires a perpetual sign easement across a portion of the Property to complete the Project.

AGREEMENT

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

1. Grant of Permanent Sign Easement.

1.1 Permanent Sign Easement. Grantor hereby conveys and grants to the County, its successors and assigns, a permanent easement (the “**Permanent Sign Easement**”) over, under, in, along, across and upon the Property within the area (the “**Easement Area**”) described and depicted on the attached and incorporated Exhibits A1 and A2, solely for the purposes of constructing, installing, accessing, maintaining, operating, repairing, and replacing a Gateway Monument Sign (collectively, “**Authorized Purposes**”).

1.2 Temporary Construction Easement. Grantor hereby conveys and grants to the County a temporary easement (the “**Temporary Construction Easement**”) over, under, in, along, across and upon so much of the Property around the Easement Area as may reasonably be necessary for the initial construction and installation of the Gateway Monument Sign.

2. Terms of Easements.

2.1 Permanent Sign Easement. The Permanent Sign Easement shall commence on the effective date of this Agreement and shall run with the land and continue in full force and effect until the County has, if ever, abandoned the Permanent Sign Easement, as the term "abandonment" is defined in Section 5.5 below.

2.2 Temporary Construction Easement. The Temporary Construction Easement shall commence on the effective date of this Agreement and shall automatically terminate upon the first occurrence of (i) the completion of the construction and installation of the Gateway Monument Sign Improvement and restoration of the disturbed surface or (ii) five (5) years after the effective date of this Agreement.

3. Reservation by Grantor/Non-Exclusive Use. All right, title and interest in and to the Easement Area under this Agreement that can be used and enjoyed without interfering with the rights conveyed by this Agreement are reserved to Grantor; *provided*, however, that Grantor shall not erect or maintain any buildings or any other structure that may obstruct motorists' view of the Sign or cause damage to the Gateway Monument Sign or interfere with the County's right to carry out the Authorized Purposes under this Agreement; and *provided* further that the Grantor shall not develop, landscape, or beautify the Easement Area in any way that would unreasonably or materially increase the County's costs of carrying out the Authorized Purposes or of restoring the Easement Area after doing so.

4. Construction of the Gateway Monument Sign Improvement.

4.1 Costs/Lien-Free Construction. The County shall bear and promptly pay without the imposition of any lien or charge on or against all or any portion of the Property all costs and expenses of constructing and maintaining the Gateway Monument Sign.

4.2 Compliance With Laws. The County shall construct the Gateway Monument Sign in a workmanlike manner and in compliance with the applicable federal, state, and local laws.

4.3 Restoration. If the surface of the Easement Area or other areas of the Property is disturbed by the County in carrying out any of the Authorized Purposes, the disturbed area shall be restored to the condition in which it existed at the commencement of such activities, excepting the following:

4.3.1 Existing native vegetation removed for the Authorized Purposes, shall not be restored.

4.3.2 Encroachments upon the easement as outlined in Section 3 (above) shall not be restored.

5. General Provisions.

5.1 Covenants Running with the Land. The parties to this Agreement acknowledge and agree that the easements and other rights conferred by this Agreement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon

the parties and their respective grantees, heirs, successors and assigns. The County's rights under this Agreement are assignable at the County's discretion, and upon such assignment the County shall be forever released and discharged from any and all claims, demands and damages which Grantor may have, make or suffer as a result of anything done or occurring after the date of such assignment. Nothing contained in this Section 5.1, however, shall in any way be construed as releasing the County's successors and assigns from any obligations to Grantor created by this Agreement or to in any way limit Grantor's remedies at law or in equity as against such successors and assigns.

5.2 Effective Date. This Agreement shall be effective upon the last date written below.

5.3 Authorized Representative. Each individual signing on behalf of a party to this Agreement states that he or she is the duly authorized representative of the signing party and that his or her signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the party on whose behalf the representative is signing.

5.4 Notices. Any notice permitted or required by this Agreement shall be deemed received, if delivered, when actually received, or, if mailed, on the third day after mailing by registered or certified mail, postage prepaid, to the party's address set forth below their respective signatures to this Agreement, or to such other address designated in writing to the other parties.

5.5 Abandonment. In the event the County or its successors and assigns removes and does not replace the Gateway Monument Sign for a period of thirty-six (36) consecutive months, this Agreement and all easement rights granted there under shall terminate.

5.6 Further Cooperation. The parties agree to execute such other documents and to perform such other acts as may be reasonably necessary or desirable to further the expressed and intent purpose of this Agreement.

5.7 Cancellation of Prior Agreement. This Agreement shall supersede and replace all prior written or oral agreements concerning the Project or Permanent Sign Easement, if any.

5.8 No Third-Party Beneficiaries. The parties do not intend by this Agreement to benefit any person who is not a party to this Agreement.

5.9 County Indebtedness. Grantor acknowledges that the County is governed by and subject to Article 9, Section 10 of the New Mexico Constitution and the Batement Act, NMSA 1978, Section 6-6-11(1968). The County is prohibited from contracting any debts during any current year which, at the end of such current year, is not and cannot be paid out of money actually collected by the County and belonging to that current year. Any indebtedness for any current year that is not and cannot be paid out of funds belonging to that year is void.

5.10 Tort Liability. The County's sovereign immunity shall not be waived, if at all, except to the extent provided in the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-30, and NMSA 1978, Section 37-1-23.

GRANTOR:

By: _____
Eusebio Serna
1749 San Ysidro Crossing
Santa Fe, New Mexico 87507

Date: _____

Accepted:

SANTA FE COUNTY - GRANTEE:

By: _____
Henry P. Roybal, Chair
Board of County Commissioners of Santa Fe County

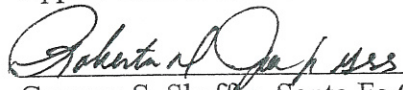
Date: _____

ATTESTATION:

Geraldine Salazar, Santa Fe County Clerk

Date: _____

Approved as to form:

 3/29/17
Gregory S. Shaffer, Santa Fe County Attorney

ACKNOWLEDGMENT OF GRANTOR

State of Mexico)
) ss.
 Court of Federal)

This^{nt} was acknowledged before me on _____, 2017, by Eusebio Sern

Signature of Notarial Officer

My mission expires: _____

Exhibit "A1"

Brian K. McClintock, N.M.P.S. #11597
New Mexico Professional Surveyor
c/o - BLUELINE CONSTRUCTION, INC.
 P.O. Box 28666, Santa Fe, New Mexico 87592-8666
 505.216.7909/office
 bkm@bluelinenm.com

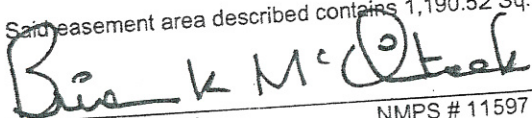
**DESCRIPTION OF PERMANENT SIGN EASEMENT
 FOR
 LANDS OF EUSEBIO SERNA
 LOCATED AT #4242 AGUA FRIA ROAD**

An easement for a permanent sign lying within the lands of Eusebio Serna, as shown on a survey prepared by Morris A. Apodaca, N.M.P.S. No. 5300 and recorded in the Santa Fe Clerk's Office in Book 622, Page 45, as document #1431686, located at #4242 Agua Fria Road lying within Section 31, T.17N., R.9E., N.M.P.M., in the Traditional Historic Community of Agua Santa Fe County, New Mexico, said easement being more particularly described as follows:

Beginning at the most Western angle point of herein described easement, where a 3" brass cap was found marking the South $\frac{1}{4}$ corner of Section 31, T.17N., R.9E., N.M.P.M., from which point a 2-1/2" aluminum cap, stamped "SANTA FE CONTROL NO. 71, NOV. 1981, NMLS 5824", bears N 1° 35' 48" E, a distance of 2,599.20 feet (bearings based on grid meridian of the New Mexico State Plane Coordinate System of 1983, Central Zone, distances shown as ground distances with a combined scale factor equal to 0.99959507);

Thence from said point of beginning Northeasterly coincident with the Northern boundary of the said 'Lands of Eusebio Serna' N 64° 09' 34" E, a distance of 72.85 feet; **thence** paralleling the Eastern boundary of said 'Lands of Eusebio Serna' S 14° 47' 50" E, a distance of 32.91 feet to the Southern boundary of said 'Lands of Eusebio Serna'; **thence** coincident with said Southern boundary S 89° 44' 46" W, a distance of 11.68 feet to a 3" brass cap found marking the North $\frac{1}{4}$ corner of Section 6, T.16N., R.9E., N.M.P.M.; **thence** continuing coincident with said Southern boundary S 89° 32' 19" W, a distance of 36.88 feet to a No. 3 rebar; **thence** continuing coincident with said Southern boundary N 89° 03' 03" W, a distance of 25.41 feet to the point of beginning;

Said easement area described contains 1,190.52 Sq. Ft. (0.027 acres) more or less.

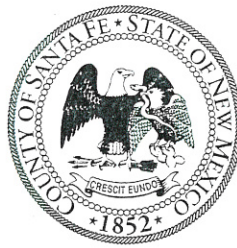

 Brian K. McClintock
 NMPS # 11597



Henry P. Roybal
Commissioner, District 1

Anna Hansen
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Anna T. Hamilton
Commissioner, District 4

Ed Moreno
Commissioner, District 5

Katherine Miller
County Manager

Memorandum

Date: May 02, 2017

To: Board of County Commissioners

Fr: Orlando A. Romero, Constituent Services Liaison, District 1

Subject: Letter of support to Presbyterian Health Services

Background and Summary:

The letter provides support to Presbyterian Health Services to use proceeds from the issuance of Revenue Bonds by the New Mexico Hospital Equipment Loan Council to construct and complete a comprehensive inpatient and outpatient medical center in Santa Fe, including a professional building, and refund existing bonds. Additional capital improvements related to Presbyterian's operations and existing clinics in Santa Fe and Bernalillo Counties are also planned. The total amount of issuance, including the refunding and the specific projects described here, is approximately \$300 million dollars.

Recommendation:

The Board of County Commissioners approve the letter of support.

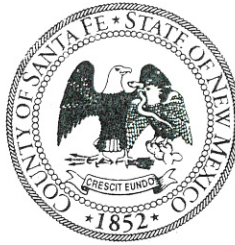
Exhibit:

A – Letter of Support

Henry P. Roybal
Commissioner, District 1

Anna Hansen
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Anna T. Hamilton
Commissioner, District 4

Ed Moreno
Commissioner, District 5

Katherine Miller
County Manager

May 2, 2017

New Mexico Hospital Equipment Loan Council
c/o Hospital Services Corporation
P.O. Box 92200
Albuquerque, New Mexico 87199-2200

Re: Presbyterian Healthcare Services
New Mexico Hospital Equipment Loan Council – Series 2017 Bonds

Ladies and Gentlemen:

We have received notice of the intent by Presbyterian Healthcare Services to use proceeds from the issuance of Revenue Bonds by the New Mexico Hospital Equipment Loan Council to construct and complete a comprehensive inpatient and outpatient medical center in Santa Fe, including a professional office building, and to refund existing bonds. Additional capital improvements related to Presbyterian's operations and existing clinics in Santa Fe and Bernalillo Counties are also planned. We understand that the total amount of the issuance, including the refunding and the specific projects described here, is approximately \$300 million.

We support the proposed financing and the construction of the medical center in Santa Fe, including the professional office. We believe that it will improve access to healthcare and in general will benefit our communities through the services that will be provided.

Sincerely,

Henry Roybal
Chair, Commissioner, District 1

March 31, 2017

Henry Roybal
Chair, Santa Fe County Commission
102 Grant Ave.
Santa Fe, NM 87501

Re: Presbyterian Healthcare Services Series 2017 Bonds

Dear Commissioner Roybal:

Presbyterian Healthcare Services is planning a \$300 million bond issue through the New Mexico Hospital Equipment Loan Council. The proceeds of the issuance will be used to fund several capital projects throughout the state, including the construction and completion of a comprehensive inpatient and outpatient medical center in Santa Fe and Santa Fe County including a professional office building, and the refunding of existing bonds. Additional capital improvements related to Presbyterian's operations and existing clinics in Santa Fe and Bernalillo Counties are also planned.

As part of our application to the New Mexico Hospital Equipment Loan Council, we are required to submit letters of support from local government officials of the projects located in their communities. We are asking for your support and have taken the liberty of providing you with a form of letter that could be used. The letter you send will need to be on the letterhead of your office and addressed to the Council.

If you have any questions or concerns about supporting these projects or the issuance of bonds through the Council, or would like any other information, please feel free to contact me at dmaxwell@phs.org or 923-6333 or our Special Counsel, Diane Fisher, at dfisher@phs.org or 923-6595.

Thank you for your support!

Very truly yours,

Dale C. Maxwell
President and CEO

