

SANTA FE COUNTY

Ordinance No. 1981-8

INTRODUCED BY

Jake Martinez

AN ORDINANCE

GRANTING ENTRANOSA WATER COOPERATIVE THE RIGHT, PRIVELEGE, AND
NONEXCLUSIVE FRANCHISE TO LOCATE, CONSTRUCT, MAINTAIN AND
OPERATE IN AND FOR THE AREA DEFINED HEREIN A SYSTEM FOR THE
COLLECTION, TREATMENT, PUMPING, STORAGE, TRANSMISSION, DISTRI-
BUTION AND SALE OF WATER FOR A PERIOD OF TEN YEARS WITH
PROVISIONS FOR WATER RIGHTS.

BE IT ORDAINED BY THE GOVERNING BODY OF THE COUNTY OF SANTA
FE, NEW MEXICO.

ARTICLE 1. GRANT OF FRANCHISE. The County of Santa Fe,
New Mexico (referred to in this ordinance as "County") grants
to ENTRANOSA WATER COOPERATIVE (referred to in this ordinance
as "Cooperative") a nonexclusive franchise for the collection,
treatment, pumping, storage, transmission, distribution and
sale of water within the following described area.

1 Located in or along the exterior boundaries of the
2 West half and Northeast one-fourth of Section Three,
3 Section Four, the North half of Section Five, the
4 Northwest one-fourth of Section Six, the Northwest
5 one-fourth of the Northwest one-fourth of Section
6 Seven, in Township 10 North, Range 7 East NMPM, and
7 Sections 19,20,21,22,27,28,29,30,31,32,33 and 34 in
8 Township 11 North, Range 7 East NMPM, all lying
9 within Santa Fe County, New Mexico.

6 ARTICLE 2. AUTHORITY TO CONSTRUCT SYSTEM. Subject to
7 all the other provisions of this franchise, cooperative shall
8 have the right to construct and maintain a water system for
9 the collection, storage, pumping, treatment, transmission,
10 distribution and sale of water within the service area
11 (referred to in this ordinance as "the water system").

12 ARTICLE 3. SERVICE AREA. Cooperative shall provide
13 water service only in the area described in Article 1.
14 Cooperative will seek and obtain an amendment of this ordinance
15 prior to seeking a Certificate of Public Convenience and
16 Necessity from the Public Service Commission in the State of
17 New Mexico for a service area other than that described in
18 this ordinance.

19 ARTICLE 4. WATER AVAILABILITY AND WATER RIGHTS.

20 Section 1. Acquisition of Water Rights. Cooperative
21 shall obtain water rights and water adequate to supply the
22 service area, subject to the laws of the State of New Mexico
23 and the rules and regulations of the State Engineer's Office.

24 ARTICLE 5. CONSERVATION. Cooperative shall provide a
25 water measuring device (meter) to measure the water utilized
26 from any source to provide water to the service area. In
27 addition, Cooperative shall require each resident's place of
28 business or other person or entity to whom service is provided

1 to utilize an individual meter.. Cooperative shall keep records
2 of meter usage in a form prescribed by the County and shall
3 make such records available to the County upon requests. Coop-
4 erative shall present a plan for general use restriction to
5 encourage conservation in a form acceptable to the County.

6 ARTICLE 6. RIGHT OF WAY AND EXCAVATIONS.

7 Section 1. Right of Way. Subject to the provisions
8 of this article and to the other provisions of this ordinance,
9 Cooperative shall have the right to install, remove, change,
10 alter, extend, lay, operate or maintain the water pipes, hy-
11 drants, valves and other equipment of the system upon, across,
12 or under any street, alley, road, highway or other public place
13 now or hereafter dedicated, owned or controlled by the County
14 within the County limits.

15 Section 2. Permit and Inspection Requirements. Prior
16 to installation, construction, replacement, repair or removal
17 of any pipeline or any other devices required or useful in the
18 proper operation of this Cooperative's water system on property
19 dedicated to, owned or controlled by the County and prior to any
20 excavation on property dedicated, owned or controlled by the
21 County, Cooperative is required to obtain a permit from the
22 County and to pay the fee established by the County. Such
23 permits shall be granted pursuant to regulations established
24 by the County. The County may require that Cooperative post
25 a bond or other security to ensure the proper performance of
26 excavation work or the restoration of any other disturbance of
27 County property or right of way in conformity with the conditions
28 of the permit.

1 Section 3. Inspection. All County property on which
2 work is done by Cooperative shall be restored by Cooperative
3 according to the conditions of the permit. Any work done
4 pursuant to a permit shall be subject to inspection by the
5 County. If the County determines that the work done has
6 violated any of the conditions of the permit or any of the
7 provisions of this ordinance, Cooperative shall, at its own
8 cost and expense, correct the violation as required by the
9 County.

10 ARTICLE 7. REPORTS.

11 Section 1. Annual Report. At least once each year
12 Cooperative shall prepare an annual report in a form to be
13 determined by the County. Copies of this report shall be sent
14 to the Metropolitan Water Board and to the Utilities Committee
15 of the City Council of the City of Santa Fe. This report
16 should include but not be limited to the following subjects:
17 water usage, financial status, present and projected capitol
18 improvement programs, projected modifications of the water
19 system, projected rate requirements, and other information
20 pertinent to the operation of the system under the terms of
21 this franchise ordinance. The information provided in such
22 reports shall be a public record. Cooperative, at the request
23 of the County, shall hold appropriate meetings to discuss the
24 report.

25 ARTICLE 8. APPLICABILITY OF COUNTY GENERAL PLAN AND COUNTY
26 LAND DEVELOPMENT CODE - COOPERATION WITH METROPOLITAN WATER
27 BOARD. Cooperative shall conform the planning, construction,
28 and operation of the water system to the County General Plan and

1 Land Development Code as they may be adopted and amended by
2 the County. Cooperative shall cooperate with the Metropolitan
3 Water Board and any programs developed by it.

4 ARTICLE 9. COOPERATIVE'S RESPONSIBILITIES. In addition
5 to requirements imposed by the other provisions of this
6 franchise, the following responsibilities are imposed on
7 Cooperative:

8 Section 1. Maintenance. The water system shall at
9 all times be maintained in good working order.

10 Section 2. Proper Construction. The Cooperative shall
11 utilize generally accepted techniques to construct the water
12 system.

13 Section 3. Quality of Water. The water system shall
14 provide water which meets standards set forth in the Federal
15 Safe Drinking Act (PL 93-523) as it may be amended.

16 ARTICLE 10. PIPING SYSTEMS FOR SERVICE AREA. Cooperative
17 shall provide an adequate piping system for its service area
18 according to generally accepted standards. All lines within
19 the service area shall be looped, when economically and physi-
20 cally feasible, unless otherwise approved by the County.

21 ARTICLE 11. HOLD HARMLESS PROVISIONS. Cooperative shall
22 assume and pay all liabilities for damage to persons or property
23 which may arise from negligent construction or negligent opera-
24 tion of any or all parts of the water system, or its appurten-
25 ances, that may be erected or constructed and shall save the
26 County, its officers, agents and employees harmless from, and
27 defend them from any and all liability that may arise or be
28 incurred from Cooperative's negligent operation or negligent

1 construction of the same.

2 ARTICLE 12. TERM OF FRANCHISE. The term of the franchise
3 granted under this ordinance is twenty five years.

4 ARTICLE 13. VALUE OF FRANCHISE. In the event that the
5 County or the successor in interest of the County shall at any
6 time hereafter acquire by purchase or otherwise the water
7 system described herein, the value of this franchise shall be
8 arbitrarily fixed and determined at the sum of \$1.00 and no
9 more.

10 ARTICLE 14. FEANCHISE TAX. Cooperative, in consideration
11 for the granting of this franchise and as rentals for the
12 occupation and use of the property and right of way of the
13 County, shall pay to the County of the following amount:

14 Section 1. The lesser of (1) the actual costs of the
15 costs of the County directly attributable to the supervision
16 of the provisions of this franchise of (2) 2% of the gross
17 receipt of Cooperative, less gross receipts tax billed to
18 customers, received from sales within the service area during
19 each year for water sold from the water system and consumed
20 within the County. Cooperative shall make such payments on or
21 before January 30th of each year while this franchise shall
22 remain in force and effect.

23 ARTICLE 15. RULES AND REGULATIONS. Cooperative shall, as
24 required, file with the Public Service Commission reasonable
25 rules and regulations for the conduct of its business.
26 Cooperative shall notify the County 30 days prior to filing
27 any proposed amendments to its water rules and regulations.

28 ARTICLE 16. FORFEITURE. If Cooperative fails to comply

1 with any of the provisions of this ordinance, the County may:

2 A. Declare this franchise to be forfeited by giving
3 notice in writing to Cooperative, or;

4 B. Provide to Cooperative in writing a notice
5 specifying the violation. If the violation or violations are
6 not corrected within the specified period, the County may levy
7 as a penalty a sum of up to \$100.00 per day until such viola-
8 tion or violations are corrected.

9 ARTICLE 17. RELOCATION. Cooperative shall bear the cost
10 of any relocation of any part of its water system which may be
11 reasonably required because of the change of use or regarding,
12 re-routing, improving or widening of any County property, street
13 or right of way; provided that if funds over and above the
14 total cost of the project causing the relocations are available
15 from state or federal sources, the County agrees to use all
16 reasonable efforts to obtain these funds to defray the costs
17 of relocation.

18 ARTICLE 18. AMENDMENTS. At any time during the period
19 this ordinance is in effect, either Cooperative or the County
20 may propose amendments to it by giving 30 days written notice
21 to the other of the proposed amendment desired, and both parties
22 shall within reasonable time negotiate in good faith in an
23 effort to agree upon mutually satisfactory amendments.

24 ARTICLE 19. ACCEPTANCE. Cooperative shall file in the
25 office of the County Clerk of the County a written statement of
26 acceptance duly signed and acknowledged by officers of Coop-
27 erative authorized to execute such acceptance, and when accepted
28 this ordinance shall be a contract between the County and

1 Cooperative. In the event such acceptance is not filed within
 2 30 days after passage of this ordinance the rights, privileges,
 3 and the franchise granted shall be void; provided the County
 4 may, by resolution, extend the time allowed for the filing
 5 of such acceptance for an additional period of 30 days.

6 ARTICLE 20. SEVERABILITY. If any part of this franchise
 7 is held invalid, the remaining Portions of the ordinance shall
 8 not be affected. If any portion of this franchise is held
 9 invalid, the parties shall negotiate in good faith to replace
 10 the provisions held invalid.

11 PASSED, ADOPTED AND APPROVED BY THE BOARD OF COUNTY
 12 COMMISSIONERS OF SANTA FE COUNTY, AS ORDINANCE NO. 1981-8
 13 THIS 7TH DAY OF DECEMBER, 1981.

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16 ATTESTED:

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19 CAROLINA GONZALES, COUNTY CLERK

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BOARD OF COUNTY COMMISSION
 OF SANTA FE COUNTY

RUDY R. FERNANDEZ, CHAIRMAN

STATE OF NEW MEXICO)

COUNTY OF SANTA FE) SS

County Hand and Seal of Office

CAROLINA R. GONZALES

County Clerk, Santa Fe County, N.M.

489-929
 I hereby certify that this instrument was filed
 for record on the 31 day of Dec

1981 at 1:39

and was duly recorded in

page 170178 of the records of Santa Fe County

43B

Depos

25 THIS ORDINANCE AMENDS ORDINANCE No. 1980-1

26 SEE TRANSFER AND ASSIGNMENT OF FRANCHISE AND RIGHT-OF-WAY BY

27 MR. TOM HORTON, ATTACHED HERETO.

433179

Tom

TRANSFER AND ASSIGNMENT OF
FRANCHISE AND RIGHT-OF-WAY

ENTRANOSA WATER CORPORATION hereby assigns and grants to ENTRANOSA WATER COOPERATIVE all its right, title and interest in and to the franchise and right-of-ways, Santa Fe County, New Mexico, which was duly adopted by the Board of County Commissioners of Santa Fe County on May 12, 1980, as Ordinance 1980-1, and recorded in the Santa Fe County Ordinance Book on May 12, 1980, and by this assignment and transfer does relinquish all its right, title and interest in and to the franchise as amended.

ENTRANOSA WATER CORPORATION

Tom Horton, Sr.
TOM HORTON, SR.,
President

ATTESTED:

Rita Horton
RITA HORTON
Secretary

STATE OF NEW MEXICO)
) ss.
COUNTY OF BERNALILLO)

On this 1st day of November, 1981, before me personally appeared TOM HORTON, SR., to me known to be the person described in and who executed the foregoing instrument, and acknowledged that it was executed freely.

WITNESS my hand and seal the day and year last above written.

My Commission Expires:

Feb 13, 1985

[Signature]
NOTARY PUBLIC

The above assignment is hereby approved by the Board of County Commissioners of Santa Fe County, New Mexico, by _____, Chairman.

ATTESTED:

County Clerk

Accepted and Approved this 7th day of DECEMBER, 1981.

Assignment recorded in Santa Fe County Ordinance Book on ____ day of _____, 1981.