

SANTA FE COUNTY
PUBLIC WORKS DEPARTMENT
REQUEST FOR PROPOSALS (RFP)



PROGRAM PLANNING SERVICES for
DOMESTIC WELL MONITORING

NM Commodity Code(s): 96296, 92693, & 91897

RFP NO. 2022-0139-CDD/CW

January 2022

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I. ADVERTISEMENT
SANTA FE COUNTY
PROGRAM PLANNING SERVICES for DOMESTIC WELL MONITORING
RFP No. 2022-0139-CDD/CW
Commodity Code: 96296, 92693, & 91897

Santa Fe County requests proposals from qualified Offerors or firms to provide domestic well monitoring program planning services. All proposals submitted shall be valid for ninety (90) days subject to action by the County. Santa Fe County reserves the right to reject any and all proposals in part or in whole. A completed proposal shall be submitted in a sealed container indicating the proposal title and number along with the Offeror's name and address clearly marked on the outside of the container. All proposals must be received by **2:00PM on February 11, 2022**, at the Santa Fe County Purchasing Division, 102 Grant Avenue, (First Floor), Santa Fe, NM 87501. To combat the spread of the recent COVID-19 illness, the submission of Proposals **will also be accepted electronically** utilizing a DropBox. Please utilize this link to upload your proposal submission.

<https://www.dropbox.com/request/XWZ3h2V6cSAIQcsqLG0R>

By submitting a proposal for the requested services each Offeror is certifying that it is a qualified firm and its proposal complies with the requirements stated within the Request for Proposals.

A **Pre-Proposal Conference** will be held at **10:30 am on January 21, 2022 online via WebEx:**

<https://sfco.webex.com/sfco/j.php?MTID=m948274a59c3af23de08ab7526bf250a7>

Telephone Number: 1-408-418-9388; access code 2496 933 3571.

EQUAL EMPLOYMENT OPPORTUNITY: All qualified Offerors will receive consideration of contract(s) without regard to race, color, religion, sex or national origin, ancestry, age, physical and mental handicap, serious medical condition, disability, spousal affiliation, sexual orientation or gender identity.

Request for Proposals will be available by contacting Coralie G. Whitmore, Procurement Specialist Senior, 102 Grant Avenue, Santa Fe, New Mexico 87501, or by telephone at (505) 986-6337, or by email at cgwhitmore@santafecountynm.gov or on the County website at [http://www.santafecountynm.gov/asd/current bid solicitations](http://www.santafecountynm.gov/asd/current_bid_solicitations).

PROPOSALS RECEIVED AFTER THE DATE AND TIME SPECIFIED ABOVE WILL NOT BE CONSIDERED AND WILL BE REJECTED BY SANTA FE COUNTY.

Santa Fe County
Published: January 16 and 17, 2022

II. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSAL

Santa Fe County considers the management of water resources to be one of its top priorities. Reducing overall groundwater withdrawals in Santa Fe County alleviates stress on the aquifer. The combination of limited water resources as well as climate change and consistent droughts in the County demonstrates the need for water conservation measures. The 2016 Sustainable Land Development Code (SLDC) cites water conservation and domestic well metering requirements in section 7.

A major goal of this code as it relates to domestic well metering, is to implement an effective domestic well monitoring and tracking program within Santa Fe County. To meet that goal, the County has identified the Community of La Cienega, within Santa Fe County as a well monitoring and tracking pilot program area. As stipulated in the 2016 SLDC, the domestic well metering program applies to all County residents living or operating businesses on lots where restricted water usage and water metering reporting requirements were voluntarily accepted as part of plat approval. The current metering program may change based upon the results of the recommendations brought forth by the selected contractor. The intent for the “Plan for the Pilot Program” is to acquire data and information about domestic well usage impacts in a pre-specified pilot area for both permitted and non-permitted owners. Additional intentions include outreach efforts to increase education and awareness within the community on conservation measures along with compliance tracking of property owners in Santa Fe County who have water use restrictions as described on their plat.

As part of the pilot program, the County seeks to actively engage community members through public forums and to empower communities through providing best practice water security measures, as well as provide tools and education for minimizing wasteful water usage.

B. SCOPE OF WORK

Develop and plan a domestic well monitoring and tracking program with the objective of mitigating water security risk within the specified pilot program in the Community of La Cienega (e.g. T15N, R7E-R10E and T16N, R7E-R8E).

The Contractor shall provide the following services:

1. Conduct comprehensive study of water conditions in La Cienega area, including hydrogeological analysis and status quo water security risk and modeling for the next ten years, to include impacting features for surrounding areas as it relates to the pipeline diversion project, drinking water and irrigation, and other key conditions relating to the aquifer, springs, river and creek flow and wetlands, wildlife, as well as agriculture and livestock and future development.

2. Provide identification of all plats that have domestic well use restrictions and those which do not. Include usage purpose identification. for both domestic and commercial/non-residential uses.
3. Create comprehensive steps and recommendations presented as a plan that is replicable for the County to monitor domestic well use in La Cienega area (pilot site) and future areas of interest for this type of program.
4. Identify stakeholders, County departments, divisions and staff most vulnerable to foreseeable concerns due to status quo operations and the stakeholders, County departments, divisions and staff, best positioned to carry out the program successfully.
5. Detail procedures for administration system processes of the proposed program.
6. Provide recommendations for working with residents to change water use behavior and maximize conservation of water resources and reduce stress on aquifer.
7. Create plan for community acceptance and participation by involving community members in program design, outlining media platforms, and hosting ideas for multiple community forums, and ideas for creating and disseminating outreach materials about domestic wells and water conservation.
8. Work with staff to ensure understanding, plan feasibility and success in process and implementation.
9. Recommendation of webpage, user friendly database software and design that staff can internally use to track data (to include dashboards for data display) and through which domestic well users can access externally to report and track their water use.
10. Recommend fees as well as domestic well use restriction enforcement mechanism(s) and recommend any changes needed to County Ordinances.
11. Present data research and progress outcomes and plan to County staff and community members.

The requested services include, but are not limited to, the following tasks and deliverables outlined below. The County encourages proposers to be creative and innovative with any modifications or additional suggestions to better accomplish the pilot project and ensure the work will be replicable in other areas of the County.

C. DELIVERABLES

Task 1: Delineation of Area and Records Identification-

- 1) Use defensible hydrologic data to identify the specific areal extent (e.g. T15N, R7E-R10E and T16N, R7E-R8E) of the pilot program in the La Cienega area based on hydrologic sensitivity and groundwater level decline.
Deliverable: A map delineating the extent of the pilot program and the criteria by which the area was chosen as well as tracking of historical groundwater levels in comparison to current and modeling of status quo usage and evidence based growth projections for the next ten years.
- 2) Identify plats within the pilot area that were subject to the La Cienega Watershed Conditions of Santa Fe County Ordinance 2002-9 and/or other water use restrictions outlined in the

2016 SLDC and develop a database identifying all land parcels within the pilot area that have domestic well use restrictions and their restriction amount, as well as those without restrictions.

Deliverable: Raw data spreadsheet, a database, relevant plats, and GIS map that include all the land parcels with associated water use restrictions and their restriction amount, as well as unrestricted parcels in the pilot area.

Task 2: Recommendations and Scope for Development of Web-based Reporting Portal

- 1) Develop plan and recommend software for an online portal through which parcel owners subject to the Domestic Well Use Monitoring and Tracking Program can, for example, report meter installation; upload photos; provide monthly, quarterly and/or annual meter reads; and receive reports regarding water use.

Deliverable: Provide recommendations for functional, easy-to-use, online portals with examples through which parcel owners with the domestic well meter reporting requirements can report their water meter information or a real time online metering system in a format that allows for the data to be incorporated into the database created in Task 1.

Task 3: Information and Communication Tools Recommendations

- 1) Recommend information and communication tools and platforms to be produced and used by County staff regarding domestic well usage and well permit development requirements to ensure consistency between Contractor and staff efforts.

Deliverable: Make recommendations, content, and feedback as well as review, for flyer/website text describing the objectives and benefits of the Program; an example letter to send to parcel owners in the pilot area describing the water use restrictions, incentives for reporting and reporting requirements, and follow up correspondence to non-responders.

Task 4: Recommend Process Improvement

- 1) Develop a process internal to Santa Fe County to ensure information regarding the Domestic Well Use Monitoring and Tracking Program is accurately recorded and tracked internally from the development application through reporting and any resulting actions.

Deliverable: A procedure internal to Santa Fe County that identifies the requirements under the Domestic Well Use Monitoring and Tracking Program and delineates roles and responsibilities of County staff in managing, tracking, and pursuing compliance on parcels subject to water use restrictions.

Task 6: Provide Recommendations and Plan as well as Scope for Outreach, Community Engagement, and Education Plan

- 1) Recommend community engagement strategies in domestic well reporting through examples of presentation(s) to residents about well use measuring and tracking, providing objectives and benefits for well use measuring and tracking, create branding for program, and number of recommended community forums.

Deliverables:

- (1) Assist County staff in incentivizing domestic well water usage conservation programs, provide examples of outreach material to mail to residents which includes conservation measures and resources, information about domestic well reporting and successful community forum examples.
- (2) Provide best practice examples of engaging the community in domestic well reporting through presentation(s) to residents about well use measuring and tracking, providing rationale for well use measuring and tracking, branding creation for program, and community buy-in.
- (3) Propose participation incentives and communication strategies for resident buy-in about the benefits of participating in well reporting program
- (4) Provide recommendations on updating existing physical well reporting form and making the forms accessible to residents who do not have the ability to use the online reporting portal.
- (5) Provide examples of metering equipment recommended and appropriate for accurate tracking.
- (6) Provide examples of educational materials about water conservation, and water quality including tips and resources for reducing water use (e.g. water conservation kits/devices/rainwater harvesting).
- (6) Make recommendations on community forum event(s), # of which to be determined and other forms of proven effective, community outreach and education.
- (7) Make recommendations on media platforms to be used for outreach and education.

Task 7: Develop Recommendations and Scope for Creation of Educational Material for Land Use Development permit applicants and Domestic Well Permitting and Enforcement Process Recommendations

Deliverable: Provide standard operating procedures for Growth Management regarding the process for permit applicants; define meter type with radio read capability; and create an example guidance document as well as enforcement process recommendations to include fees and FTE requirements.

Task 8: Data and Process Analysis

- 1) Six months after beginning this project, provide report analysis, recommendations and presentation on project findings, achievements and challenges discovered to include analysis of well use data and comparisons to water use restrictions. Provide evaluations 1) property owner compliance with water use restrictions, 2) data supported effectiveness status of reporting method, and 3) Santa Fe staff and FTE need for current vs. recommended process, 4) data supported anticipated costs/benefits of implementing recommendations in comparison to status quo processes, and 5) next steps for fully implementing program.

Deliverable: A six-month report and presentation for the Board of County Commissioners on project initiation and status as well as results, conclusions, and recommendations for implementation of a replicable and more extensive monitoring, tracking, and enforcement approach to the County's Domestic Well Metering Program, based on the findings and analysis described in the tasks above.

D. INSURANCE REQUIREMENTS

The insurance required by Offeror are listed below.

1. General Conditions. Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.
2. General Liability Insurance, Including Automobile. Contractor shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,000,000 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for County by Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract. County of Santa Fe shall be a named additional insured on the policy.
3. Workers' Compensation Insurance. Contractor shall comply with the provisions of the Workers' Compensation Act.
4. Professional Liability Insurance. The Contractor shall procure and maintain during the life of this Agreement a Professional Liability Insurance.
5. Increased Limits. If, during the life of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act

(NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), Contractor shall increase the maximum limits of any insurance required herein.

E. DESIGNATED PROCUREMENT SPECIALIST

The County has designated a Procurement Specialist who is responsible for the conduct of this procurement whose name, address and telephone number is listed below. All deliveries via express carrier should be addressed as follows:

Coralie Whitmore, Procurement Specialist Senior
Santa Fe County Purchasing Division
102 Grant Avenue, First Floor
Santa Fe, NM 87501
Phone: (505) 986-6337
Email: cgwhitmore@santafecountynm.gov

Any inquiries or requests regarding this procurement should be submitted to the Procurement Specialist in writing. **Offerors may ONLY contact the Procurement Specialist listed above regarding the procurement. Other County employees do not have the authority to respond on behalf of the County.**

F. DEFINITION OF TERMINOLOGY

This section contains definitions and abbreviations that are used throughout this procurement document.

This section contains definitions and abbreviations that are used throughout this procurement document.

“BCC” means the Santa Fe County Board of County Commissioners

“Close of Business” means 5:00 PM Mountain Standard Time or Mountain Daylight Time, whichever is in effect on the date given.

“Contract” or **“Agreement”** means a written agreement for the procurement of items of tangible personal property or services.

“Contractor” means a successful Offeror who enters into a binding contract.

“County” means Santa Fe County.

“Determination” means the written documentation of a decision by the Procurement Manager including findings of fact supporting a decision. A determination becomes part of the procurement file.

“Desirable” The terms “may”, “can”, “should”, “preferably”, or “prefers” identify a desirable or discretionary item or factor (as opposed to “mandatory”).

“Evaluation Committee” means a body appointed by the County management to perform the evaluation of offeror proposals.

“Finalist” is defined as an offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

“Mandatory” The terms “must”, “shall”, “will”, “is required”, or “are required”, identify a mandatory item or factor (as opposed to “desirable”). Failure to meet a mandatory item or factor will result in the rejection of the Offeror’s proposal.

“Offeror” is any person, corporation, or partnership who chooses to submit a proposal.

“Procurement Specialist” means the person or designee authorized by the County to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

“Purchasing Division” means the Santa Fe County Purchasing Division, Finance Department.

“Request for Proposals” or ***“RFP”*** means all documents, including those attached or incorporated by reference, used for soliciting proposals.

“Responsible Offeror” means an offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that its financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property described in the RFP.

“Responsive Offer” or ***“Responsive Proposal”*** means an offer or proposal which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity or delivery requirements.

III. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule for the procurement, describes the major procurement events and the conditions governing the procurement.

A. **SEQUENCE OF EVENTS**

The Procurement Manager will make every effort to adhere to the following schedule:

| <u>Action</u> | <u>Responsibility</u> | <u>Date</u> |
|--|-------------------------------|--|
| 1. Issuance of RFP | Purchasing Division | January 17 |
| 2. Pre-Proposal Conference | Owner/Offerors/ Purchasing | January 21 10:30am (MST) |
| 3. Acknowledgement of Receipt Form | Offerors | January 24 |
| 4. Deadline to Submit Additional Questions | Offerors | January 26 |
| 5. Response to Written Questions | Purchasing Division | January 28 |
| 6. Submission of Proposal | Offerors | February 11, 2022 2:00 pm (MST) |
| 7. Proposal Evaluation Review | Evaluation Committee | February 14-18 |
| 8. Selection of Finalist | Evaluation Committee | February 21 |
| 9. Oral Presentation by Finalists (if applicable) | Offeror | March 3rd |
| 10. Contract Negotiations | County, Offeror | March, 2022 |
| 11. Contract Award | Purchasing Division | March, 2022 |

Note: If the Evaluation Committee makes a selection at the Selection of Finalists, event 9 will not occur.

B. **EXPLANATION OF EVENTS**

The following paragraphs describe the activities listed in the sequence of events shown in Section III, Paragraph A.

1. **Issuance of RFP**

This RFP is being issued by the Santa Fe County Community Development Department and the Purchasing Division.

2. **Pre-Proposal Conference**

A Pre-Proposal Conference and Site Visit are scheduled to occur on the date indicated in the Sequence of Events at Section III.A. Questions may be submitted at the Pre-Proposal Conference and until the date indicated in the Sequence of Events at Section III.A. **All questions must be in writing and e-mailed to Coralie G. Whitmore, cgwhitmore@santafecountynm.gov.** A public log will be kept of the names of potential Offerors who attended the Pre-Proposal Conference and the Site Visit.

3. **Acknowledgement of Receipt Form**

Potential Offerors should hand-deliver, return by facsimile or e-mail the Acknowledgement of Receipt Form provided as Appendix A to have its name and firm placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned by close of business on **January 24, 2022**.

The procurement distribution list will be used for the distribution of written responses to questions and any RFP addenda.

4. **Deadline to Submit Additional Written Questions**

Potential Offerors may submit written questions regarding this RFP until the close of business on the date indicated in the Sequence of Events at Section III.A. All written questions must be addressed to the Procurement Specialist, listed in Section II.E and sent via facsimile or e-mail. ***Any contact with any other County staff member or persons other than the Procurement Specialist named in this solicitation may be grounds for disqualification.***

5. **Response to Written Questions**

Written responses to written questions and any RFP addenda will be distributed on the date indicated in the Sequence of Events at Section III.A, to all potential Offerors whose names appear on the procurement distribution list.

Additional written requests for clarification of distributed answers or addenda must be received by the Procurement Specialist no later than one (1) day after the answers or addenda were issued.

6. **Submission of Proposal**

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 2:00 PM (MST) on February 11, 2022. *Proposals received after this deadline will not be accepted.* The date and time of receipt will be recorded on each proposal. Proposals must be addressed and delivered to the Procurement Manager at the address listed in Section II.E. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the County's Request for Proposals No. 2022-0065-CD/CW. **Proposals may also be submitted electronically via Dropbox at the link provided below.**
<https://www.dropbox.com/request/XWZ3h2V6cSAIQcsqLG0R>

Proposals must be delivered to:
 Coralie G. Whitmore, Procurement Specialist Senior
 Santa Fe County Purchasing Division
 102 Grant Avenue (First Floor)
 Santa Fe, New Mexico 87501

A public log will be kept of the names of all Offeror's who submitted proposals. Pursuant to NMSA 1978, Section 13-1-116, the contents of any proposal shall not be disclosed so as to be available to competing Offerors during the negotiation process.

7. **Proposal Evaluation**

The evaluation of proposals will be performed by an Evaluation Committee appointed by the Procurement Specialist. This process will take place during the timeframe indicated in the Sequence of Events at III.A. During this time, the Procurement Specialist may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. **Discussions SHALL NOT be initiated by the Offerors.**

8. **Selection of Finalists (If Applicable)**

The Evaluation Committee may select and the Procurement Specialist may notify the finalist Offerors on the date indicated in the Sequence of Events at Section III.A. Only finalists will be invited to participate in the subsequent steps of the procurement if the finalist process is used.

9. **Best and Final Offers from Finalists (If Applicable)**

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by the date indicated in the Sequence of Events at Section III.A.

10. **Oral Presentation by Finalists (If Applicable)**

Finalist Offerors may be required to present their proposals to the Evaluation Committee. The Procurement Specialist will schedule the time for each offeror presentation. All finalist Offerors will be contacted to schedule presentations providing a location and instructions for the Oral presentations. Each presentation will be limited to one (1) hour in duration.

11. **Contract Negotiations**

The contract will be finalized with the most advantageous offeror during the timeframe indicated in the Sequence of Events at Section III.A. In the event that mutually agreeable terms cannot be reached within the time specified, the County reserves the right to finalize a contract with the next most advantageous offeror without undertaking a new procurement process.

12. **Contract Award**

The County anticipates awarding the contract on the date in the Sequence of Events at Section III.A. These dates are subject to change at the discretion of the Santa Fe County Purchasing Specialist or Procurement Manager. **Only by the determination of the Procurement Manager, the County reserves the right to issue a multiple award pursuant to NMSA 1978 13-1-153.**

The contract shall be awarded to the Offeror or Offerors whose proposal is most advantageous to the County, taking into consideration the evaluation factors set forth in the RFP. The most advantageous proposal may or may not have received the most points.

13. **Right to Protest**

Any protest by an offeror must be timely and in conformance with NMSA 1978, Section 13-1-172 and applicable procurement regulations. Protests must be written and must include the name and address of the protestor and the request for proposals number. It must also contain a statement of grounds for protest including appropriate supporting exhibits. The protests must be delivered to the Santa Fe County Purchasing Division:

Santa Fe County Procurement Office
Attn: Bill Taylor, CPO/ Procurement Manager
P.O. Box 276
Santa Fe, New Mexico 87504

Protests will not be accepted by facsimile or other electronic means.
Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

This procurement will be conducted in accordance with Chapter 13, NMSA 1978, NMAC 1.4.1 and the Santa Fe County Procurement Regulations.

1. Acceptance of Conditions Governing the Procurement

Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the terms and conditions of the contract template attached hereto as Appendix E.

2. Incurring Cost

Any cost incurred by the offeror in preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the offeror.

3. Prime Contractor Responsibility

Any contract that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of the contract with the County. The County will make contract payments to only the prime contractor.

4. Subcontractors

Use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name. The prime contractor shall be wholly responsible for the performance of the contract with the County whether or not subcontractors are used.

5. Amended Proposals

An offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposal must be a complete replacement of the previously submitted proposal and must be clearly identified as such in the transmittal letter. County personnel will not merge, collate, or assemble proposal materials.

6. Offerors' Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The offeror must submit a written withdrawal request signed by the Offeror's duly authorized representative addressed to the Procurement Specialist. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

7. Proposal Offer Firm

Responses to this RFP, including proposal prices, will be considered firm for 90 days after the due date for receipt of proposals or 90 days after receipt of a best and final offer if one is submitted.

8. Disclosure of Proposal Contents

Proposals shall not be opened publicly and shall not be open to public inspection until after an offeror has been selected for award of a contract.

An offeror may request in writing non-disclosure of confidential data. Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-1 to 57-3A-7, NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

If a request is received for disclosure of data for which an offeror has made a written request for confidentiality, the Santa Fe County Procurement Manager shall examine the Offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

9. No Obligation

This procurement in no manner obligates Santa Fe County or any of its departments to the use of any proposed professional services until a valid written contract is awarded and approved by the appropriate authorities.

10. Termination

This RFP may be canceled at any time and any and all proposals may be rejected in

whole or in part when the County determines such action to be in the best interest of the County

11. Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the contractor. The County's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

12. Legal Review

The County requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror concerns must be promptly brought to the attention of the Procurement Specialist.

13. Governing Law

This procurement and any agreement with Offerors that may result shall be governed by the laws of the State of New Mexico.

14. Basis for Proposal

Only information supplied by the County in writing through the Procurement Specialist or in this RFP should be used as the basis for the preparation of offeror proposals.

15. Contract Terms and Conditions

The contract between the County and the Contractor will follow the format specified by the County and contain the terms and conditions set forth in Appendix D.

16. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the County and the selected offeror and shall not be deemed an opportunity to amend the proposal.

17. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any offeror who is not a responsible

offeror or fails to submit a responsive offer as defined in Sections 13-1-83 and 13-1-85 NMSA, 1978, subject to Procurement Manager approval.

18. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor technical irregularities. This right is at the sole discretion of the Evaluation Committee subject to the Procurement Manager approval.

19. Change in Contractor Representatives

The County reserves the right to require a change in contractor representatives if the assigned representatives are not, in the opinion of the County, meeting the County's needs adequately. Any change in contractor representative must receive prior County approval.

20. Notice

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kick-backs.

21. County Rights

The County reserves the right to accept all or a portion of an Offeror's proposal.

22. Right to Publish

Throughout the duration of this procurement process and contract term, potential Offerors and contractors must secure from the County written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement or the subsequent contract. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or termination of the contract.

23. Ownership of Proposals

All documents submitted in response to this Request for Proposals shall become the property of the County. However, any technical or user documentation submitted with the proposals of non-selected Offerors shall be returned after the expiration of the protest period.

24. Electronic Mail Address Recommended

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). It is recommended that the offeror should have a valid e-mail address to receive e-mail correspondence.

25. Preferences in Procurement by Santa Fe County

a. *New Mexico In-state Preference.*

New Mexico law, Section 13-4-2 NMSA 1978, provides a preference in the award of a public works contract for an “**in-state resident contractor**”. Application of a resident contractor preference for any Offeror requires the Offeror to provide a copy of a valid and current certificate as a resident contractor. Certificates are issued by the state taxation and revenue department.

If an Offeror submits with its proposal a copy of a valid and current in-state resident contractor certificate, 5% of the total weight of all evaluation factors used in the evaluation of proposals may be awarded or added to the Offerors score.

Certification by the department of taxation and revenue for the resident contractor takes into consideration such activities as the business’ payment of property taxes or rent in the state and payment of unemployment insurance on employees who are residents of the state.

OR

b. *New Mexico Resident Veteran Preference.*

New Mexico law, Section 13-4-2 NMSA 1978, provides a preference in the award of a public works contract for a “**resident veteran contractor**”. Certification by the department of taxation and revenue for the resident veteran business requires the Offeror to provide evidence of annual revenue and other evidence of veteran status.

An Offeror who wants the veteran contractor preference to be applied to its proposal is required to submit with its proposal the certification from the department of taxation and revenue and the sworn affidavit attached hereto as Appendix C.

If an Offeror submits with its proposal a copy of a valid and current veteran resident contractor certificate, 10%, of the total weight of all the evaluation

factors used in the evaluation of proposals may be awarded or added to the Offeror's score.

The resident contractor preference is not cumulative with the resident veteran contractor preference.

AND

c. Santa Fe County Business Preference

Santa Fe County Ordinance 2012-4 provides for a **County preference** for a "Santa Fe County business." Application of the County preference in procurement requires an Offeror to obtain and provide a Santa Fe County Business Certificate issued by the Santa Fe County Procurement Manager. Certification by the Procurement Manager takes into consideration the business' corporate standing in the state, business licensure or registration, the duration of the business' primary office location and the payment of taxes.

If an Offeror submits with its proposal a copy of its Santa Fe County Business Certificate issued by the Purchasing Manager, 5% of the total weight of all the evaluation factors used in the evaluation of proposals may be awarded to the Offerors score.

The Resident Business, Resident Veteran Business or Santa Fe County Business preferences do not apply to procurement of services or goods involving federal funds or federal grant funds.

26. Double-Sided Documents

All submitted bids/proposal documents shall be double-sided, pursuant to Santa Fe County Resolution 2013-7, Adopting Sustainable Resource Management Principles, Section 2. A. Waste Reduction and Reuse..." all documents are to be double-sided, including those that are generated by outside entities using County funds and by consultants and contractors doing business with the County".

27. Living Wage

Contractor shall comply with the requirements of Santa Fe County Ordinance No. 2014-1 (Establishing a Living Wage).

IV. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one response to this RFP.

B. NUMBER OF COPIES

Offerors shall deliver one (1) original and four (4) identical copies of their proposal to the location specified in Section II, Paragraph E on or before the closing date and time for receipt of proposals.

If the Offeror prefers to provide the original via DropBox, only one submission of the proposal is necessary: <https://www.dropbox.com/request/XWZ3h2V6cSAIQcsqLG0R> technical proposal must be a separate document from the cost proposal when uploaded to DropBox.

C. PROPOSAL FORMAT

All proposals shall be limited to **twenty (20) pages, with exception of any required attachments and those added as appendices.** The document shall be typewritten on standard 8 1/2 x 11 paper, with a font no smaller than 12 pt. pitch, with nominal 1" margins and normal line spacing. Proposals shall be bound, with tabs delineating each section.

Proposals received electronically must be comply with the format to allow printing on 8 1/2 x 11 paper and so forth.

1. Proposal Organization

The proposal must be organized and indexed in the following format and must contain, as a minimum, all listed items in the sequence indicated.

- a) Letter of Transmittal (required—not counted in the 20-page limit)
- b) Table of Contents (required—not counted in the 20-page limit)
- c) Proposal Summary (optional—not counted in the 20-page limit)
- d) Response to *Scope of Work and Evaluation Criteria* – (limited to 20 pages)
- e) Response to County Terms and Conditions (required----not counted in the 20 pages)
- f) Appendices (not counted in 20-page limit)
 - 1. Campaign Contribution Disclosure Statement
 - 2. Preferences and Certificates
 - 3. Insurance Certificates
 - 4. Additional Offeror Attachments (i.e., certifications/licensing, resumes)

- g) *Offeror's Cost Proposal (One in a separate sealed envelope with the original proposal submission only)*

Within each section of their proposal, Offerors should address the items in the order in which they appear in this RFP under Section V.B. EVALUATION FACTORS. All forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal.

Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

The **proposal summary** may be included by Offerors to provide the Evaluation Committee with an overview of the technical and business features of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal.

Offerors may attach other materials that they feel may improve the quality of their responses. However, these materials should be included as items in a separate appendix.

2. **Letter of Transmittal**

Each proposal must be accompanied by a letter of transmittal. The letter of transmittal MUST:

- a) Identify the submitting person or organization;
- b) Identify the name and title of the person authorized by the organization to contractually obligate the organization;
- c) Identify the name, title and telephone number of the person authorized to negotiate the contract on behalf of the organization;
- d) Identify the names, titles and telephone numbers of persons to be contacted for clarification;
- e) **Explicitly** indicate Acceptance of the Conditions Governing the Procurement stated in Section III, Paragraph C.1;
- f) Be signed by the person authorized to contractually obligate the organization;
- g) Acknowledge receipt of any and all amendments to this RFP;
- h) Acknowledge and acceptance of the terms and conditions of the Agreement attached as Appendix D.

V. SPECIFICATIONS

Offerors should respond in the form of a thorough narrative to each mandatory specification. The narratives along with required supporting materials will be evaluated and awarded points accordingly.

A. INFORMATION

Time Frame

The contract is scheduled to begin March 2022. Santa Fe County intends on awarding a contract with an initial term of four years.

B. EVALUATION CRITERIA

A brief explanation of each mandatory evaluation criteria is listed below. Offerors are encouraged to fully address each category completely, as points are assigned for responses to each.

1. Introduction

- a. Provide an overview of the service provider particularly highlighting the strengths, effectiveness, and operational experience.
- b. Summarize the provider's professional experience with similar services and indicate the ability of the Offeror to perform the County's required services in a timely, effective and efficient manner.

2. Professional Competence and Specialized Experience

- a. Identify the experience and duration of services for similar government entities of comparable size and complexity.
- b. Indicate the experience in providing planning services for domestic well monitoring and other similar services.
- c. Provide a summary of qualifications, years of experience, level of experience, licenses, certification(s) and training(s) of all personnel who will be performing the services. Identify any subcontractors or consultants that are part of the project team and provide similar information.
- d. Provide a descriptive summary of compliance with industry standards, the quality assurance program, and other pertinent services and safeguards.

3. Capacity and Capability

- a. Outline staffing levels and staffing mix; identify the key personnel who will be assigned and describe their experience, qualifications and expertise. Indicate any special skills or strengths of the key personnel being proposed. Include brief resumes, licenses, certifications, and accreditations.

- b. Provide information regarding the proposed team's past capability to meet schedules, administration requirements, and budgets.
 - c. Provide a listing of hydrological engineers that would be contracted to provide hydrologic expertise and other team members to include field staff.
 - d. Provide an analysis of existing projects, future planned projects and capacity of team members to perform the work as outlined within this solicitation.
- 4. Evidence of Understanding Scope of Work
 - a. Provide a clear and concise description of the key project elements/goals as outlined in the scope of work.
 - b. Provide a proposed approach to accomplishing the project including specific tasks and a description of the level of effort that will be dedicated to each task. Note any services that cannot be provided.
 - c. Describe the approach to managing the project expertly and efficiently.
 - d. Describe challenges that might be expected based on this project, environmental conditions, location, site or other factors.
- 5. Past Performance
 - a. Provide descriptions of current contracts with similar services being provided by your organization, including: a) name of individual or company; b) address of individual or company; c) name of contact person; and, d) type of services provided and service dates.
 - b. Provide a minimum of three (3) client references, names and telephone numbers of clients for which similar services have been performed, currently or in the recent past. Reference checks may be conducted regarding the prior work experience, timing, planning and technical expertise of the Offeror's performance.
 - c. Indicate any instance(s) where your services were a subject of public concern or controversy of which the County would need be aware.
- 6. Offeror's proposal contains a valid NM State Resident Business Certificate, the preference in accordance with §13-4-2 NMSA 1978, will be applied.
- 7. Offeror's proposal contains a valid NM State Resident Veteran Business Certificate, the preference in accordance with §13-4-2 and §13-1-22 NMSA 1978, will be applied.
- 8. Offeror's proposal contains a valid Santa Fe County Preference Certificate, the preference in accordance with Santa Fe County Ordinance #2012-4, will be applied.

C. **COST PROPOSAL (*One original in a separate, sealed envelope*)**

The Offeror must submit a list of the proposed hourly rates for personnel that provides a basis for billing. A line-item budget by major categories for all other expenses is also required.

This cost proposal is informational for the County and a basis for opening negotiations with the successful Offeror.

VI. EVALUATION

A. **EVALUATION SCORING**

The County will evaluate responsive proposals and assign a numerical score in each category, not to exceed the maximum allowed score for that category, as determined through the Offeror's attention to the factor detailed in the following sections. The amount of discussion to be applied to each listed topic is an individual choice of the Offeror; however, discussion should be detailed enough to inform and educate the Evaluation Committee Members.

Proposals will be scored based upon a comparison of the information submitted by each Offeror against the evaluation factors outlined below. Each Evaluation Factor is assigned the following points:

| | |
|---|-------------|
| 1. Introduction | 150 |
| 2. Professional Competence & Specialized Experience | 250 |
| 3. Capacity and Capability | 175 |
| 4. Evidence of Understanding Scope of Work | 275 |
| 5. Past Performance | 150 |
| TOTAL (before preferences are applied) | 1000 |

PREFERENCES

If a proposal contains an In-State Resident Business Certificate or Resident Veterans Business Certificate and/or Santa Fe County Business Certificate, the applicable preference will be applied.

1. Proposal contains a valid N.M. Resident Business Certificate **50 points**
OR
2. Resident Veteran Business Certificate **100 points**
AND

3. Santa Fe County Preference Certificate **50 points**

B. EVALUATION PROCESS

The evaluation process will follow the steps listed below:

1. All proposals will be reviewed for compliance with the mandatory specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Specialist may contact the Offeror for clarification of the response as specified in Section III, Paragraph B.7.
3. The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section III, Paragraph C.18.
4. Responsive proposals will be evaluated on the factors in Section V that have been assigned a point value. The responsible Offerors with the highest scores will be selected as finalist Offerors ‘shortlisted’ based upon the proposals submitted. If an oral presentation is recommended, the ‘shortlisted’ firms will be provided questions by the Selection Committee for their “Oral Presentations.” Each presentation will be evaluated by the Selection Committee. The oral presentation that receives the highest points and is most advantageous to the County, taking into consideration the evaluation factors in Section VI, will be recommended for contract award as specified in Section III, Paragraph B.11. Only the points from the Oral Presentation will be calculated for most & highest qualified firms. Points from the “shortlisted” evaluations will only be used if there is a tie resulting from the Oral Presentations. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.
5. Past performance in a project for the County (See Section V.C.3 above) is a significant consideration of the evaluation and poor performance on a prior County project may result in a lower number of points awarded to a proposal for this element of the evaluation.

APPENDIX A

**ACKNOWLEDGEMENT OF RECEIPT FORM
PROGRAM PLANNING SERVICES for DOMESTIC WELL MONITORING
RFP NO. 2022-0139-CDD/CW**

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that he/she has received a complete copy, beginning with the title page and table of contents, and ending with Appendix E.

The acknowledgement of receipt should be signed and returned to the Procurement Specialist no later than close of business on **January 24, 2022**. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and the County's written responses to those questions as well as RFP amendments, if any are issued.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

This name and address will be used for all correspondence related to the Request for Proposal.

Firm does/does not (**circle one**) intend to respond to this Request for Proposals.

Coralie G. Whitmore, Procurement Specialist Senior
Santa Fe County Purchasing Division
102 Grant Avenue
Santa Fe, New Mexico 87501
Phone: (505) 986-6337
Email: cgwhitmore@santafecountynm.gov

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political

committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

“Pendency of the procurement process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“Person” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“Prospective contractor” means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

“Representative of a prospective contractor” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made by: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

APPENDIX C RESIDENT VETERANS PREFERENCE CERTIFICATION

_____ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement.

Please check one box only:

☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report or reports to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, which awarded a contract which was on the basis of having such veteran's preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be."

"I understand that knowingly giving false or misleading information on this report constitutes a crime".

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

(Signature of Business Representative) *

(Date)

*Must be an authorized signatory of the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or un-award of the procurement involved if the statements are proven to be incorrect.

SIGNED AND SEALED THIS _____ DAY OF _____, 2021.

NOTARY PUBLIC

My Commission Expires:

**APPENDIX D
SAMPLE AGREEMENT**

**SANTA FE COUNTY
PROFESSIONAL SERVICES AGREEMENT**

**PROGRAM PLANNING SERVICES for DOMESTIC WELL MONITORING
Agreement No. 2022-0139-CDD/CW**

THIS AGREEMENT is made and entered into on this ____ day of _____, 2022 by and between **SANTA FE COUNTY** (hereinafter referred to as the "County"), a New Mexico political subdivision, and _____ (hereinafter referred to as the "Contractor").

WHEREAS, Santa Fe County Public Works Department requires qualified professional and licensed providers for program planning services for domestic well monitoring.

WHEREAS, pursuant to NMSA 1978, Section 13-1-112 and 13-1-117, competitive sealed proposals were solicited via a formal request for proposals, RFP No.2022-0139-CDD/CW, for the procurement of services.

WHEREAS, the County requires the services of the Contractor, and the Contractor is willing to provide these professional services and both parties wish to enter into this Agreement.

NOW THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

1. SCOPE OF WORK

The Contractor shall provide the following services:

1. Conduct comprehensive study of water conditions in La Cienega area, including hydrogeological analysis and status quo water security risk and modeling for the next ten years, to include impacting features for surrounding areas as it relates to the pipeline diversion project, drinking water and irrigation, and other key conditions relating to the aquifer, springs, river and creek flow and wetlands, wildlife, as well as agriculture and livestock and future development.
2. Provide identification of all plats that have domestic well use restrictions and those which do not. Include usage purpose identification. for both domestic and commercial /non-residential uses.
3. Create comprehensive steps and recommendations presented as a plan that is replicable for the County to monitor domestic well use in La Cienega area (pilot site) and future areas of interest for this type of program.

4. Identify stakeholders, County departments, divisions and staff most vulnerable to foreseeable concerns due to status quo operations and the stakeholders, County departments, divisions and staff, best positioned to carry out the program successfully.
5. Detail procedures for administration system processes of the proposed program
6. Provide recommendations for working with residents to change water use behavior and maximize conservation of water resources and reduce stress on aquifer.
7. Create plan for community acceptance and participation by involving community members in program design, outlining media platforms, and hosting ideas for multiple community forums, and ideas for creating and disseminating outreach materials about domestic wells and water conservation.
8. Work with staff to ensure understanding, plan feasibility and success in process and implementation.
9. Recommendation of webpage, user friendly database software and design that staff can internally use to track data (to include dashboards for data display) and through which domestic well users can access externally to report and track their water use.
10. Recommend fees as well as domestic well use restriction enforcement mechanism(s) and recommend any changes needed to County Ordinances.
11. Present data research and progress outcomes and plan to County staff and community members.

2. DELIVERABLES

The requested services include, but are not limited to, the following tasks and deliverables outlined below. The County encourages proposers to be creative and innovative with any modifications or additional suggestions to better accomplish the pilot project and ensure the work will be replicable in other areas of the County.

Task 1: Delineation of Area and Records Identification-

- 1) Use defensible hydrologic data to identify the specific areal extent (e.g. T15N, R7E-R10E and T16N, R7E-R8E) of the pilot program in the La Cienega area based on hydrologic sensitivity and groundwater level decline.

Deliverable: A map delineating the extent of the pilot program and the criteria by which the area was chosen as well as tracking of historical groundwater levels in comparison to current and modeling of status quo usage and evidence based growth projections for the next ten years.

- 2) Identify plats within the pilot area that were subject to the La Cienega Watershed Conditions of Santa Fe County Ordinance 2002-9 and/or other water use restrictions outlined in the 2016 SLDC and develop a database identifying all land parcels within the pilot area that have domestic well use restrictions and their restriction amount, as well as those without restrictions.

Deliverable: Raw data spreadsheet, a database, relevant plats, and GIS map that include all the land parcels with associated water use restrictions and their restriction amount, as well as unrestricted parcels in the pilot area.

Task 2: Recommendations and Scope for Development of Web-based Reporting Portal

- 1) Develop plan and recommend software for an online portal through which parcel owners subject to the Domestic Well Use Monitoring and Tracking Program can, for example, report meter installation; upload photos; provide monthly, quarterly and/or annual meter reads; and receive reports regarding water use.

Deliverable: Provide recommendations for functional, easy-to-use, online portals with examples through which parcel owners with the domestic well meter reporting requirements can report their water meter information or a real time online metering system in a format that allows for the data to be incorporated into the database created in Task 1.

Task 3: Information and Communication Tools Recommendations

- 1) Recommend information and communication tools and platforms to be produced and used by County staff regarding domestic well usage and well permit development requirements to ensure consistency between Contractor and staff efforts.

Deliverable: Make recommendations, content, and feedback as well as review, for flyer/website text describing the objectives and benefits of the Program; an example letter to send to parcel owners in the pilot area describing the water use restrictions, incentives for reporting and reporting requirements, and follow up correspondence to non-responders.

Task 4: Recommend Process Improvement

- 1) Develop a process internal to Santa Fe County to ensure information regarding the Domestic Well Use Monitoring and Tracking Program is accurately recorded and tracked internally from the development application through reporting and any resulting actions.

Deliverable: A procedure internal to Santa Fe County that identifies the requirements under the Domestic Well Use Monitoring and Tracking Program and delineates roles and responsibilities of County staff in managing, tracking, and pursuing compliance on parcels subject to water use restrictions.

Task 6: Provide Recommendations and Plan as well as Scope for Outreach, Community Engagement, and Education Plan

- 1) Recommend community engagement strategies in domestic well reporting through examples of presentation(s) to residents about well use measuring and tracking, providing objectives and benefits for well use measuring and tracking, create branding for program, and number of recommended community forums.

Deliverables:

- (1) Assist County staff in incentivizing domestic well water usage conservation programs, provide examples of outreach material to mail to residents which includes conservation measures and resources, information about domestic well reporting and successful community forum examples.
- (2) Provide best practice examples of engaging the community in domestic well reporting through presentation(s) to residents about well use measuring and tracking, providing rationale for well use measuring and tracking, branding creation for program, and community buy-in.
- (3) Propose participation incentives and communication strategies for resident buy-in about the benefits of participating in well reporting program
- (4) Provide recommendations on updating existing physical well reporting form and making the forms accessible to residents who do not have the ability to use the online reporting portal.
- (5) Provide examples of metering equipment recommended and appropriate for accurate tracking.
- (6) Provide examples of educational materials about water conservation, and water quality including tips and resources for reducing water use (e.g. water conservation kits/devices/rainwater harvesting).
- (6) Make recommendations on community forum event(s), # of which to be determined and other forms of proven effective, community outreach and education.
- (7) Make recommendations on media platforms to be used for outreach and education.

Task 7: Develop Recommendations and Scope for Creation of Educational Material for Land Use Development permit applicants and Domestic Well Permitting and Enforcement Process Recommendations

Deliverable: Provide standard operating procedures for Growth Management regarding the process for permit applicants; define meter type with radio read capability; and create an example guidance document as well as enforcement process recommendations to include fees and FTE requirements.

Task 8: Data and Process Analysis

- 1) Six months after beginning this project, provide report analysis, recommendations and presentation on project findings, achievements and challenges discovered to include analysis of well use data and comparisons to water use restrictions. Provide evaluations
 - 1) property owner compliance with water use restrictions,
 - 2) data supported

effectiveness status of reporting method, and 3) Santa Fe staff and FTE need for current vs. recommended process, 4) data supported anticipated costs/benefits of implementing recommendations in comparison to status quo processes, and 5) next steps for fully implementing program.

Deliverable: A six-month report and presentation for the Board of County Commissioners on project initiation and status as well as results, conclusions, and recommendations for implementation of a replicable and more extensive monitoring, tracking, and enforcement approach to the County's Domestic Well Metering Program, based on the findings and analysis described in the tasks above.

3. COMPENSATION, INVOICING, AND SET-OFF

A. In consideration of its obligations under this Agreement the Contractor shall be compensated as follows:

1. The services provided by the Contractor shall be compensated in accordance with the Cost Proposal, attached hereto as Exhibit A.
2. The total amount payable to the Contractor _____dollars (\$0.00).
3. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. The contractor will notify the County when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services.
4. The Contractor shall submit a written request for payment to the County when payment is due under this Agreement. Upon the County's receipt of the written request, the County shall issue a written certification of complete or partial acceptance or rejection of the contractual items or services for which payment is sought. The Contractor acknowledges and agrees that the County may not make any payment hereunder unless and until it has issued a written certification accepting the contractual items or services. Within thirty (30) days of the issuance of a written certification accepting the contractual items or services, the County shall tender payment for the accepted items or services. In the event the County fails to tender payment within thirty (30) days of the written certification accepting the items or services, the County shall pay late payment charges of one and one-half percent (1.5%) per month, until the amount due is paid in full.
5. In the event the Contractor breaches this Agreement, the County may, without penalty, withhold any payments due the Contractor for the purpose of set-off until such time as the County determines the exact amount of damages it suffered as a result of the breach.
6. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payment.

4. EFFECTIVE DATE AND TERM

This Agreement shall, upon due execution by all parties, become effective as of the date first written above and shall terminate one (1) years later, unless earlier terminated pursuant to Section 5 (Termination) or Section 6 (Appropriations and Authorizations). The County has the option to extend the contract at the same price, terms and conditions for three (3) additional one (1) year terms, not to exceed four (4) years including any extensions. The County may exercise this option by submitting a written notice to Contractor that the Agreement will be extended an additional year. The notice must be submitted to Contractor at least sixty (60) days prior to expiration of the initial Agreement or any extension thereof.

5. ADDITIONAL SERVICES

- A. The parties agree that all tasks set forth in Paragraph 1, SCOPE OF WORK of this Agreement, shall be completed in full, to the satisfaction of the County, for the amount set forth in Section 2, COMPENSATION, INVOICING, AND SET-OFF, of this Agreement, and for no other cost, amount, fee, or expense.
- B. The County may from time-to-time request changes in the Scope of Work to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the County and the Contractor, shall be incorporated in written amendments to this Agreement.

6. TERMINATION

- A. Termination of Agreement for Cause. Either party may terminate the Agreement based upon any material breach of this Agreement by the other party. The non-breaching party shall give the breaching party written notice of termination specifying the grounds for the termination. The termination shall be effective thirty (30) days from the breaching party's receipt of the notice of termination, during which time the breaching party shall have the right to cure the breach. If, however, the breach cannot with due diligence be cured within thirty (30) days, the breaching party shall have a reasonable time to cure the breach, provided that, within thirty (30) days of its receipt of the written notice of termination, the breaching party began to cure the breach and advised the non-breaching party in writing that it intended to cure.
- B. Termination for Convenience of the County. The County may, in its discretion, terminate this Agreement at any time for any reason by giving the Contractor written notice of termination. The notice shall specify the effective date of termination, which shall not be less than fifteen (15) days from the Contractor's receipt of the notice. The County shall pay the Contractor for work performed before the effective date of termination but shall not be liable for any work performed after the effective date of termination.

7. APPROPRIATIONS AND AUTHORIZATIONS

This Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Board of County Commissioners of the County and/or, if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and authorizations are not made in this or future fiscal years, this Agreement shall terminate upon written notice by the County to the Contractor. Such termination shall be without penalty to the County, and the County shall have no duty to reimburse the Contractor for expenditures made in the performance of this Agreement. The County is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the County. The County's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Agreement shall be final and not subject to challenge by the Contractor in any way or forum, including a lawsuit.

8. INDEPENDENT CONTRACTOR

The Contractor and its agents and employees are independent contractors and are not employees or agents of the County. Accordingly, the Contractor and its agents and employees shall not accrue leave, participate in retirement plans, insurance plans, or liability bonding, use County vehicles, or participate in any other benefits afforded to employees of the County. Except as may be expressly authorized elsewhere in this Agreement, the Contractor has no authority to bind, represent, or otherwise act on behalf of the County and agrees not to purport to do so.

9. ASSIGNMENT

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the advance written approval of the County. Any attempted assignment or transfer without the County's advance written approval shall be null and void and without any legal effect.

10. SUBCONTRACTING

The Contractor shall not subcontract or delegate any portion of the services to be performed under this Agreement without the advance written approval of the County. Any attempted subcontracting or delegating without the County's advance written approval shall be null and void and without any legal effect. Upon execution of this Agreement, the County agrees that Contractor will identify a designee or substitute contractor to provide bank custodial services in Contractor's absence.

11. PERSONNEL

- A. All work performed under this Agreement shall be performed by the Contractor or under its supervision.
- B. The Contractor represents that it has, or will secure at its own expense, all personnel required to discharge its obligations under this Agreement. Such personnel (i) shall not be employees of or have any contractual relationships with the County and (ii) shall be fully qualified and licensed or otherwise authorized or permitted under federal, state, and local law to perform such work.

12. RELEASE

Upon its receipt of all payments due under this Agreement, the Contractor releases the County, its elected officials, officers, agents and employees from all liabilities, claims, and obligations whatsoever arising from or under or relating to this Agreement.

13. CONFIDENTIALITY

Any confidential information provided to by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

14. PUBLICATION, REPRODUCTION, AND USE OF MATERIAL

The County has the unrestricted right to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other material prepared under or pursuant to this Agreement.

15. CONFLICT OF INTEREST

The Contractor represents that it has no and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of its obligations under this Agreement.

16. NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED

This Agreement may not be modified, altered, changed, or amended orally but, rather, only by an instrument in writing executed by the parties hereto. The Contractor specifically acknowledges and agrees that the County shall not be responsible for any changes to Section 1, "SCOPE OF WORK", of this Agreement unless such changes are set forth in a duly executed written amendment to this Agreement.

17. ENTIRE AGREEMENT; INTEGRATION

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this written Agreement. No prior or contemporaneous agreement, covenant or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

18. NOTICE OF PENALTIES

The Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

19. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

- A. The Contractor agrees to abide by all federal, state, and local laws, ordinances, and rules and regulations pertaining to equal employment opportunity and unlawful discrimination. Without in any way limiting the foregoing general obligation, the Contractor specifically agrees not to discriminate against any person with regard to employment with the Contractor or participation in any program or activity offered pursuant to this Agreement on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation, or gender identity.
- B. Contractor agrees to abide by Santa Fe County Ordinance 2014-1 Establishing a Living Wage within Santa Fe County. Contractor acknowledges and agrees that failure to comply with this Section of the agreement/contract shall constitute a material breach of the Agreement.
- C. The Contractor acknowledges and agrees that failure to comply with this Section shall constitute a material breach of this Agreement.

20. COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW

- A. In performing its obligations hereunder, the Contractor shall comply with all applicable laws, ordinances, and regulations.
- B. This Agreement shall be construed in accordance with the substantive laws of the State of New Mexico, without regard to its choice of law rules. Contractor and the County agree that the exclusive forum for any litigation between them arising out of or related to this Agreement shall be the state district court of New Mexico, located in Santa Fe County.

21. RECORDS AND INSPECTIONS

- A. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth

in this Agreement or that was required to be submitted to the County as part of the procurement process, the Contractor agrees to (i) maintain such books and records during the term of this Agreement and for a period of six (6) years from the date of final payment under this Agreement; (ii) allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with generally accepted accounting principles (GAAP).

- B. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to County as part of the procurement process, the Contractor also agrees to require any subcontractor it may hire to perform its obligations under this Agreement to (i) maintain such books and records during the term of this Agreement and for a period of six (6) years from the date of final payment under the subcontract; (ii) to allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with GAAP.

22. INDEMNIFICATION

The Contractor must agree to wholly indemnify the County for any and all loss, damages, costs, expenses (including, without limitation, legal fees and expenses) and liability (collectively hereinafter “Loss”) resulting from errors, omissions, fraud, embezzlement, theft, negligence, (collectively hereinafter “Actions or Omissions”) or neglect by the Contractor, its employees, officers, agents and directors in performing their duties under this Agreement. The Contractor must also acknowledge and agree that any loss shall, unless such loss can be demonstrated by the Contractor to have been due to a cause or causes beyond the reasonable control of the Contractor (such as acts of god, acts of the public enemy, insurrections, riots, fires, explosions, orders or acts of civil or military authority and other cataclysmic events, to the extent all reasonable and diligent precautions by the Contractor could not have been prevented the damage or loss resulting from such event) be conclusively presumed to be the result of Actions or Omissions on part of the Contractor. Limited exceptions to this indemnification requirement may be permitted in any agreement entered by the County with the Contractor as to information supplied by the County Treasurer’s Office pursuant to any safekeeping or other collateral agreement or such other limited exception as may be required in order to enable the provision of a particular service by the Contractor. Any such limited exception must be included in this Agreement and be acceptable to and specifically approved by the County.

23. SEVERABILITY

If any term or condition of this Agreement shall be held invalid or non-enforceable by any court of competent jurisdiction, the remainder of this Agreement shall not be affected and shall be valid and enforceable to the fullest extent of the law.

24. NOTICES

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

To the County: Santa Fe County
102 Grant Avenue
Santa Fe, New Mexico 87501

To the Contractor:

25. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

The Contractor hereby represents and warrants that:

- A. This Agreement has been duly authorized by the Contractor, the person executing this Agreement has authority to do so, and, once executed by the Contractor, this Agreement shall constitute a binding obligation of the Contractor.
- B. This Agreement and Contractor's obligations hereunder do not conflict with Contractor's corporate agreement or any statement filed with the Public Regulation Commission on Contractor's behalf.
- C. Contractor is legally registered and licensed to operate as a business in New Mexico to do the work anticipated by this Agreement and shall maintain such registration and any applicable licensure in good standing throughout the duration of the Agreement.

26. FACSIMILE and ELECTRONIC SIGNATURES

The parties hereto agree that a facsimile and electronic signature has the same force and effect as an original for all purposes.

27. LIMITATION OF LIABILITY

The County's liability to the Contractor for any breach of this Agreement by the County shall be limited to direct damages and shall not exceed the maximum amount of potential

compensation specified in Section 2, “COMPENSATION AND INVOICING,” of this Agreement. In no event shall the County be liable to the Contractor for special or consequential damages, even if the County was advised of the possibility of such damages prior to entering into this Agreement.

28. NO THIRD-PARTY BENEFICIARIES

This Agreement was not intended to and does not create any rights in any persons not a party hereto.

29. INSURANCE

- A. General Conditions. The Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.
- B. General Liability Insurance, Including Automobile. The Contractor shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,050,000.00 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the County by the Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract. The County of Santa Fe shall be a named additional insured on the policy.
- C. Workers’ Compensation. The Contractor shall comply with the provisions of the Workers’ Compensation Act.
- D. Increased Limits. If, during the life of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), the Contractor shall increase the maximum limits of any insurance required herein.

30. PERMITS, FEES, AND LICENSES

Contractor shall procure all applicable permits and licenses, pay all charges, fees, and royalties, and give all notices necessary and incidental to the due and lawful of its obligations hereunder.

31. NEW MEXICO TORT CLAIMS ACT

No provision of this Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by County or its “public employees” at common law or under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq.

32. CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Contractor agrees to compute and submit simultaneous with execution of this Agreement a Campaign Contribution Disclosure Form approved by the County.

33. SURVIVAL

The provisions of following paragraphs shall survive termination of this Contract;
INDEMNIFICATION; RECORDS AND INSPECTION; RELEASE,
CONFIDENTIALITY, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL;
COPYRIGHT; COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW; NO
THIRD-PARTY BENEFICIARIES; SURVIVAL.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the last signature by the parties.

SANTA FE COUNTY:

Katherine Miller
Santa Fe County Manager

Date

Approved as to form:

Gregory S. Schaffer
Santa Fe County Attorney

Date

Finance Division:

Yvonne S. Herrera
Finance Director

Date

CONTRACTOR:

By: _____

(Print Name)

(Print Title)

**APPENDIX E
OFFEROR'S ATTACHMENTS**

- 1. LICENSES, CERTIFICATIONS, AND CREDENTIALS**
- 2. PROOF OF INSURANCES**
- 3. OTHER KEY ATTACHMENTS**

SANTA FE COUNTY

Ordinance No. 2002 - 9

2155704

AN ORDINANCE AMENDING ARTICLE XIV, TRADITIONAL AND CONTEMPORARY COMMUNITY ZONING DISTRICTS, OF THE SANTA FE COUNTY LAND DEVELOPMENT CODE, ORDINANCE 1996-10, TO ADD A NEW SECTION 6, LA CIENEGA AND LA CIENEGUILLA TRADITIONAL COMMUNITY PLANNING AREA AND LA CIENEGA TRADITIONAL COMMUNITY ZONING DISTRICT

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SANTA FE COUNTY THAT THE SANTA FE COUNTY LAND DEVELOPMENT CODE, ORDINANCE 1996-10, ARTICLE XIV, TRADITIONAL AND CONTEMPORARY COMMUNITY ZONING DISTRICTS, IS AMENDED TO ADD A NEW SECTION 6 AS FOLLOWS:

SECTION 6 - LA CIENEGA AND LA CIENEGUILLA TRADITIONAL COMMUNITY PLANNING AREA AND LA CIENEGA TRADITIONAL COMMUNITY ZONING DISTRICT

6.1 Applicability of Ordinances and the Land Development Code

All regulations, policies and conditions established via the Santa Fe County Land Development Code (herein referred to as the "Code") shall be applicable to all property within the La Cienega and La Cieneguilla Traditional Community Planning Area and the La Cienega Traditional Community Zoning District except those specifically modified by this Ordinance.

6.2 Location of Planning Area and Traditional Community Zoning District Boundaries

The La Cienega and La Cieneguilla Traditional Community Planning Area and Traditional Community Zoning District consists of all property designated by County Resolution 2001-117, as amended. The following maps depicting these areas are hereby adopted and incorporated into this section.

- a.) La Cienega and La Cieneguilla Traditional Community Planning Area Map
 - i. Written description of La Cienega and La Cieneguilla Traditional Community Planning Area Boundary
- b.) La Cienega Traditional Community Zoning District Map (Recorded in Santa Fe County Plat Book 490, pages 46-47)

6.3 Intent of La Cienega and La Cieneguilla Community Plan:

The standards and regulations set forth for this Planning Area are intended to implement the purposes, intent, planned land use goals and strategies of the La Cienega and La Cieneguilla Community Plan, adopted and approved by the Board of County Commissioners on August 14th, 2001 via Resolution 2001-117, as amended, pursuant to the Community Planning Process set forth in Article XIII of the Code (Ordinance 1998-5, as amended). This Ordinance shall apply to all development occurring after the adoption of this Ordinance and development not legally in existence at the time of adoption of this Ordinance. Any development that does not have final

plan approval where such approval is required, at the time of adoption of this Ordinance, shall comply with this ordinance. This Ordinance and standards may be amended from time to time.

6.4 Zoning Density:

6.4.1 Traditional Community Zoning District:

Maximum density is three quarters of an acre per one dwelling unit (.75 acre). Density adjustments must follow requirements as outlined in Article III, Section 10 and Article VII, Section 6 of the Code, as amended, along with all requirements outlined in this ordinance. The maximum density shall not be increased even when community water and sewer systems are provided except where density transfer is used to protect sensitive lands or preserve community assets as described in Section 6.6 and gross density is maintained. Note: the Traditional Community Zoning District is located within the Traditional Historic Community boundary but the .75 acre zoning density applies only in the Traditional Community Zoning District. See attached map b.), *La Cienega Traditional Community Zoning District*.

6.4.2 Basin Zone:

Maximum density in the Basin Zone shall be ten acres per one dwelling unit (10 acres). With proof of 100 year water supply through a geohydrologic reconnaissance report, and adoption of water use covenants (See Attachment 1), the maximum density may be increased to one dwelling unit per 2.5 acres. Density adjustments above one dwelling unit per 10 acres must follow requirements as outlined in Article III, Section 10 and Article VII, Section 6 of the Code, as amended, along with all requirements outlined in this ordinance. The maximum density shall not be increased even when community water and sewer systems are provided except where density transfer is used to protect sensitive lands or preserve community assets as described in Section 6.6 and gross density is maintained.

6.4.3 Basin Fringe Zone:

Maximum density in the Basin Fringe Zone shall be fifty acres per one dwelling unit (50 acres). With proof of 100 year water supply through a geohydrologic reconnaissance report, and application of water use covenants (See Attachment 1), the maximum density may be increased to one dwelling unit per 12.5 acres. If an adequate 100 year supply of water, and no impairment to neighboring wells, is proven by an on-site geohydrological well test, land may be further divided to a maximum of 2.5 acres per dwelling unit. Density adjustments above one dwelling unit per 50 acres must follow requirements as outlined in Article III, Section 10 and Article VII, Section 6 of the Code, as amended, along with all requirements outlined in this ordinance. The maximum density shall not be increased even when community water and sewer systems are provided except where density transfer is used to protect sensitive lands or preserve community assets as described in Section 6.6 and gross density is maintained.

6.4.4 Homestead Zone:

Maximum density in the Homestead Zone shall be one hundred and sixty acres per one dwelling unit (160 acres). With proof of 100 year water supply through a geohydrologic reconnaissance report, and application of water use covenants (See Attachment 1), the maximum density may be increased to one dwelling unit per 40 acres. If an adequate 100 year supply of water, and no impairment to neighboring wells, is proven by an on-site geohydrological well test, land may be further divided to a minimum of 2.5 acres per

dwelling unit. Density adjustments above one dwelling unit per 160 acres must follow requirements as outlined in Article III, Section 10 and Article VII, Section 6 of the Code as amended, along with all requirements outlined in this ordinance. The maximum density shall not be increased when community water and sewer systems are provided except where density transfer is used to protect sensitive lands or preserve community assets as described in Section 6.6 and gross density is maintained.

6.4.5 Density Requirements on Lots with Multiple Zoning Designations:

If a single land parcel and/or subdivision lies within two separate hydrologic or zoning districts, the density of dwelling units per acre shall reflect the exact proportion of each district in which the parcels lies.

6.4.6 Documentation of Wastewater System Compliance for Zoning and Land Division Applications:

When property in the Planning Area is divided, subject to a family transfer or re-zoned the landowner must furnish complete and accurate documentation to the County which demonstrates that all facilities on-site are in compliance with all applicable New Mexico Environment Department regulations and that all necessary permits have been obtained for any and all septic and waste disposal facilities on the property. This section shall not be interpreted so as to exempt existing development from all applicable requirements.

6.5 Density Transfers to Protect Community Assets:

Density transfer(s) should be used to protect community assets including but not limited to wetlands, open spaces, springs, watercourses, riparian areas, agricultural lands, acequias, traditional community centers, archeological sites, historical and cultural sites and multi-generational family housing compounds. When density transfers result in higher site densities, such development shall be clustered and sited in a manner to fit the topography, and existing rural character of La Cienega and La Cieneguilla, instead of in an urban grid pattern.

6.6 Open Space Land Protection through Density Transfers or other types of Easements:

Open spaces set aside for density transfer or other easements for the protection of community assets, as described above, should interconnect to similar sites or potential sites on adjacent properties whenever possible. Easements shall clearly delineate the open space areas and no build areas as well as document any permitted uses in such areas.

6.7 Acequia Protection

6.7.1 Acequia Setback Requirements:

No new structures or permanent fences or walls that will impair or obstruct normal operations of an acequia shall be permitted within six (6) feet of community acequia associations registered with the Office of the State Engineer. This will not apply to private acequia associations.

6.7.2 Acequia Association Review of New Development:

Prior to issuance of development permits for activities that may interfere with acequia operations including fences, walls, grading, drainage and septic systems, applications for development within twenty-five feet (25') of an acequia must be reviewed by the affected acequia association. Such review will include a recommendation of approval or denial and/or any suggested conditions for approval and will be non-binding. Applicants shall

submit a copy of the site plan, building elevations and survey plat to the County. The County will require the applicant to mail submittals, via certified mail, to the appropriate acequia association for review. The review period will be no longer than 14 days and if no response is received from the acequia association by that time, the application shall be processed under normal procedures.

6.8 Ridgetop Protection

Building on slopes greater than 15% and ridgetops will be subject to the existing Code requirements such as setbacks, screening and buildable areas. Ridgetops in the La Cienega and La Cieneguilla Community Planning Area will be defined as follows: 1) A ridge or ridgetop shall be defined as a long, narrow land form with slope less than fifteen percent (15%) that includes the prominently visible portion of a hill or mountain that sits above an area having an average slope greater than twenty percent (20%) on one or more sides. Code standards to be applied include but are not limited to Article III, Section 2.3.8 – *Architectural Appearance Standards* and Article III, Section 2.3.10 b) – *Preservation and Revegetation of Native Vegetation* and Article III, Section 2.3.10 c) – *Buffering and Revegetation for Ridgetops with Development Sites with a Natural Slope of 15% or greater*.

6.9 Residential Uses:

Residential uses shall be permitted in the entire Planning Area.

6.9.1 Residential Lot Coverage:

For residential uses, the total roofed area of principal and accessory structures shall be no more than twenty percent (20%) of the total lot area.

6.9.2 Residential Lot Coverage Calculations on Parcels with Perpetual Easements:

Whenever density transfer is used to create open space which is protected in perpetuity by easement or other legal means, lot coverage shall be calculated based on the total acreage of the project rather than for each individual development lot and shall be apportioned to the density transfer lots by means of building envelopes on the approved final plat.

6.9.3 Residential Water Use Restrictions:

- a.) All new residential land division and subdivisions using ground water from a domestic well shall limit water consumption to .25 acre feet of water (approximately 81,450 gallons) per year per dwelling unit for domestic consumption. This will include all indoor and outdoor household water use. This water consumption requirement applies only to residential domestic water uses and does not apply to agricultural water rights or private water rights.
- b.) Applicants for new residential development using water from a domestic well may request additional water consumption for domestic purposes of up to .50 acre feet of water per year, not to exceed a total maximum of .75 acre feet of water per year per dwelling unit. The request for additional water consumption must include a water budget and proof of 100 year water supply as per Article VII Section 6 of the Code, as amended. The request for additional water consumption shall be required only once and is not an annual requirement.

6.9.4 Residential Connection to Water Systems:

- a.) All new lots created as part of residential land divisions and subdivisions shall be required to connect to the Santa Fe County Water System when said system is extended to within 200 feet of the property line of a lot, unless that lot has previously connected to a community water system, provided that adequate capacity exists in the system and that water taps are available. This requirement will be applied with the following conditions:
- i. If the water system is already in place and capable of providing service or if the County can provide an estimated time of completion of six (6) months or less, connection to the system will be required immediately upon the time of service capability within the system. The requirement for connection shall be duly noted on the survey plat, and the property owner shall agree to bonding or financial guarantee to ensure connection within six (6) months, prior to final approval.
 - ii. If the County cannot provide an estimated time for waterline completion and capacity for service of six (6) months or less, the new land division will be granted a 5 year grace period from the time the water line is actually installed and taps are available before the agreement to connect to the system will be effective. The requirement for connection shall be duly noted on the survey plat prior to final approval.
 - iii. If connection to a county or community water system is not possible at the time of land division for new residential development of two or more lots of 2.5 acres or less, all lots will be required to use shared wells where new lots are adjoining, providing adequate water is available for both lots. The requirement to connect to the county or community water system will still be in effect and the property owners will be granted a 5 year grace period from the time the water line is actually installed and has adequate capacity, before the connection to the system will be required. The requirement for connection shall be duly noted on the survey plat prior to final approval.

6.10 Commercial Uses:

6.10.1 Areas for Commercial Development and Requirements

Property that is zoned commercial at the time of adoption of this Ordinance shall be permitted to continue as commercial areas along with planned commercial development in areas as outlined in the Highway Corridor Plan. Such commercial development shall be required to meet all requirements of the Code. No new commercial zoning shall be allowed except as outlined in Section 6.11, Home Occupations, of this Ordinance.

6.10.2 Prohibited Commercial Development:

New developments that pose a risk of contaminating surface and groundwater systems shall not be permitted within the Planning Area. Non-permitted uses will include but not be limited to: gas stations, asphalt batch plants and asphalt production plants, large-scale mining, any warehouse which stores or transfers chemicals, large-scale agricultural operations which stockpile manure or have manure lagoons (e.g.: dairies, horse parks or stables, chicken farms), waste oil recycling, septic tank pumping waste disposal, grease trap waste disposal, large-scale chili processing plants, cheese processing plants, gasoline storage facilities or transfer stations, auto repair facilities, car washes, sludge disposal fields, mortuaries, municipal and/or hazardous landfill, and slaughter houses.

6.10.3 Commercial Connection to Water Systems and Water Use Restrictions:

All new commercial development shall be required to connect to the Santa Fe County Water System when said system is extended to within 200 feet of the property line, unless the development has previously connected to a community water system, provided that adequate capacity exists in the system and that water taps are available. Refer to section 6.10.2 of this ordinance for description of permissible commercial uses and Section 6.11 for description of Home Occupations.

a.) If connection to the County water system is not possible, the development must limit water consumption to .35 acre feet (approximately 114,030 gallons) of water per year per acre of the tract. This water consumption requirement applies only to use of water for commercial purposes from domestic wells as defined by the state and does not apply to any other water rights (irrigation or private).

i. If the water system is already in place and capable of providing service or if the County can provide an estimated time of completion of six (6) months or less, connection to the system will be required immediately upon the time of service capability within the system. The requirement for connection shall be duly noted on the survey plat and the property owner shall agree to bonding or financial guarantee to ensure connection within six (6) months prior to final approval.

ii. If the County cannot provide an estimated time for waterline completion and capacity for service of six (6) months or less, the new land division will be granted a 5 year grace period from the time the water line is actually installed and taps are available before connection to the system will be required. The requirement for connection shall be duly noted on the survey plat prior to final approval.

6.10.4 Commercial Water Resources Plan:

All new commercial establishments or expansions of existing commercial developments shall submit a water resources plan at the time of application. The water resources plan must demonstrate secured access to a 100 year supply of water as well as secured water rights, as required by state law and/or the Code to meet all current and projected demands for the business operation.

6.10.5 Non-residential Lot Coverage:

For non-residential uses, the total roofed area of principal structures and accessory structures, roadways, driveways, walkways and parking facilities shall be no more than sixty percent (60%) the total lot area.

6.10.6 Non-residential Lot Coverage Calculations on Parcels with Perpetual Easements:

Whenever density transfer is used to create open space which is protected in perpetuity by easement or other legal means, lot coverage shall be calculated based on the total acreage of the project rather than for each individual development lot and shall be apportioned to the density transfer lots by means of building envelopes on the approved final plat.

6.11 Home Occupations

Mixed use development consisting of development that house both residential and non-residential uses on the same property and/or in the same structures shall be permitted as part of a home occupation. Home occupations are appropriate throughout the Planning Area. Any existing, legal

1 non-conforming home businesses and small commercial operations in the Planning Area at the
2 time of the adoption of this ordinance shall be permitted.

3
4 **6.11.1 New Home Occupation Businesses:**

5 New home occupations shall meet the standards of Article III, Section 3 of the Code, as
6 amended, with the following changes:

- 7 a.) No more than four (4) persons, other than individuals residing on the premises, shall
8 be regularly engaged in work at the site of the home occupation.
- 9 b.) All parking for the residence and home occupation, including all parking for the
10 resident(s), employees and patrons, must be off the roadway and shoulders of the
11 road and meet all code requirements.
- 12 c.) Home occupation businesses may not occupy more than fifty percent (50%) of the
13 total square footage of the legally permitted residence. The area of a legally permitted
14 accessory structure used for the home occupation may not be larger than fifty percent
15 (50%) of the total square footage of the residence. A home occupation may be
16 located in either the residence or an accessory structure.
- 17 d.) Small-scale retail establishments, such as arts and crafts stores, restaurants or
18 galleries may be permitted as part of a home occupation. Small scale shall be defined
19 by the number of vehicle visits per day with no more than thirty (30) vehicle visits
20 per day and no more than ten (10) vehicle visits per hour. Refer to section 6.9.4 of
21 this ordinance for description of commercial water use restrictions.
- 22 e.) Applications for Home Occupations shall be administratively reviewed.

23
24 **6.12 Agricultural Sales and Roadside Stands:**

25 Agricultural sales and roadside stands are important ways of supporting local agricultural
26 traditions and economies and shall be allowed in the Planning Area with a permit. Applications
27 for agricultural sales and roadside stand permits will be provided by the Land Use Department
28 and shall be administratively approved by the Land Use Administrator.

29
30 **6.13 Other Development:**

31 Other development as defined by the County Code shall be permitted with the exception that all
32 large outdoor recreation and landscaping areas such as ball fields or other large grass areas must
33 use treated effluent rather than potable water for landscaping and turf. Any effluent used must be
34 treated to meet all state and county regulations for water quality and for use with public facilities.

35
36 **6.14 Family Transfers**

37 **6.14.1 Support for Family Transfers**

38 Because families are one of the great community resources of the La Cienega and La
39 Cieneguilla Community Planning Area, lots created by inheritance or family transfer are
40 allowed and shall meet the requirements of Article II, Section 4 of the Code, as amended.

1 6.14.2 Family Transfer Densities:

2 The maximum densities achieved by family transfer shall not be adjusted below those
3 outlined in the Article II, Section 4 of the Code, as amended.

4 6.14.3 Five Year Holding Between Family Transfer Applications:

5 Any applicant for a family transfer or small lot family transfer must demonstrate a
6 minimum of five (5) years direct ownership of the lot(s) since the last land division(s) or
7 sale or transfer of the property.

8 6.14.4 Exemption for Five Year Holding Between Family Transfer Applications:

9 An exemption to the five-year holding period may be applied for and must clearly state
10 how the additional family transfer lot division is needed in order to avoid an unnecessary
11 hardship, that the request is a minimal easing of the Ordinance requirements, making
12 possible the reasonable use of the land and that it will have no adverse impact to
13 neighboring properties, the community or the environment. Such requests for exemption
14 must be approved by the La Cienega and La Cieneguilla Development Review
15 Committee.

16 6.14.5 Review of Family Transfer Applications:

17 All family transfer applications shall be administratively reviewed by the Land Use
18 Administrator. A summary of all applications shall be forwarded by fax or email to the
19 La Cienega and La Cieneguilla Development Review Committee (LCDRC) for review.
20 LCDRC members shall have five (5) working days to review applications; no response
21 from any LCDRC members shall constitute concurrence of the administrative decision.
22 Applications may be reviewed by the LCDRC if a quorum of LCDRC members request,
23 in writing, that the application be reviewed by the LCDRC. Such requests must clearly
24 state how the application does not meet Code requirements for the family transfer under
25 Article III, Section 2.4.2. Such cases shall be placed on the agenda of the LCDRC's next
26 available meeting date. If a quorum of the LCDRC does not request review of the case,
27 the Land Use Administrator will authorize the transfer application. Family transfer
28 applications shall demonstrate that the parcel to be divided/transferred is suitable for
29 subdivision, and follow County Land Development Code noticing requirements, and
30 persons who write a letter of inquiry or comment regarding a Family Transfer application
31 will be sent a letter stating the administrative decision no later than one day following the
32 decision.

33 6.14.6 Notice of Family Transfer Applications:

34 All applications for family transfer must follow County Code requirements and notice of
35 the application shall be posted at Community notice boards identified by the Land Use
36 Department.

37
38 6.15 Water Use and Metering:

39 6.15.1 Commercial and Residential Water Meters:

40 All new wells and buildings using groundwater drawn from wells located within the
41 Planning Area as a partial or total water supply must install a water meter on their wells.
42 All new development using shared wells or community water systems must install a
43 water meter on every dwelling unit or primary structure/intake that uses the well water.

1 6.15.2 Water Meter Recording and Auditing:

2 All development in the Planning Area that is required to install a water meter shall
3 monitor and record water meter readings on a monthly basis and submit an annual report
4 of monthly readings to the County Hydrologist. As part of the application process for
5 new development, applicants shall agree to allow for permission to read meters at
6 mutually agreed upon dates and times.

7 6.15.3 Swimming Pools:

8 Any new pool must meet water conservation guidelines as outlined in this ordinance,
9 water availability requirements and include a covering when not in use to minimize
10 evaporation. Note: County Ordinance 1996-10, Article VII, prohibits the construction of
11 new swimming pools on lots created after 1996.

12 6.15.4 Water Use for Restoration, Enhancement and/or New Construction of Riparian Areas or
13 Wetlands:

14 The restoration and enhancement of riparian areas and wetlands in the Planning Area is
15 recognized as a potentially valuable resource management practice, so long as such
16 projects are designed and implemented to maximize benefits to ecosystem and water
17 resources while avoiding harm to the health, safety and welfare of residents, including
18 but not limited to loss of private property and public infrastructure. Therefore, all projects
19 which propose restoration, enhancement and/or new construction of riparian areas or
20 wetlands must demonstrate that the project will have a beneficial or neutral impact on
21 existing water resources and meet the following conditions:

- 22 1. Notice of the project will be provided to the Community Planning Committee (see
23 Section 6.28.1 of this Ordinance), with opportunity for community input to the
24 project design. Such community input may be accomplished in community meetings,
25 on-site workshops and/or other venues. Landowners whose property adjoins the
26 proposed project shall be notified by certified mail.
- 27 2. Applicants shall submit a hydrologic report for review by the County Hydrologist
28 that analyzes the effects of the project in terms of evapotranspiration, infiltration and
29 recharge. Projects may also be subject to monitoring programs that examine the
30 hydrologic impacts of the project. Monitoring programs shall be designed on a case-
31 by-case basis between the project applicant and the County Hydrologist. If the
32 monitoring data show a trend indicating net consumption of water resources by the
33 riparian/wetland project or other negative impacts, the permit shall be reevaluated
34 through the original permitting process described above and the project may be
35 terminated if identified problems cannot be adequately addressed.
- 36 3. Projects on perennial streams or water sources shall demonstrate adequate water
37 rights and/or source(s) of water to meet consumptive needs of the riparian area or
38 wetlands, and that the project will not negatively impact prior beneficial uses or
39 traditional uses of water resources. No project shall be permitted that would
40 negatively impact prior beneficial uses or traditional uses of water resources.
- 41 4. Projects on ephemeral streams, water sources or arroyos shall provide estimates,
42 based on the best available data, of how occasional flows will be managed to raise
43 the water table and/or generate surface water resources to support the consumptive
44 needs of the wetland or riparian area.
- 45 5. All such projects shall comply with all Code requirements including, without
46 limitation, terrain management and floodway regulations, as well as all applicable

laws and regulations including but not limited to those enacted by the State Engineer's Office, the Army Corps of Engineers, the Federal Emergency Management Administration, and the Natural Resources Conservation Service.

6.16 Septic Tanks:

All new septic tanks installed in the Planning Area shall meet or exceed existing New Mexico Environment Department (NMED) and County standards and be equipped with an above ground access port.

6.17 Roads

6.17.1 All construction, widening and/or upgrading of roads into the Planning Area by public entities shall be planned and designed through consultation with the La Cienega and La Cieneguilla Community Plan Committee (see Section 6.29.2 of this Ordinance) and shall include design standards that meet all legal requirements and should maintain the rural character of the Planning Area.

6.17.2 Developments shall design narrow roads and driveways that follow the natural terrain without creating large cut and fill areas; roads shall be designed with more natural edges, using shoulders, ditches and grassy swales rather than curb and gutter. Roads and driveways must meet all Code requirements.

6.18 Parking Lots:

All new parking lots must implement water runoff control measures to mitigate erosion and pollution.

6.19 Overhead Utility Lines

All new and replacement utility lines and fixtures within the Planning Area must be installed underground or if the Land Use Administrator determines that this is not feasible due to terrain or physical conditions, lines and fixtures shall be installed in such a manner so as to mitigate the aesthetic impact on the rural character of the community and surrounding natural environment. Installation of all utilities shall meet all other requirements in this Code.

6.20 Community Facilities

All proposed public community facilities that include improvements, such as a community center, public park or other public facilities shall, be designed through consultation with the La Cienega and La Cieneguilla Community Plan Committee (see Section 6.28.1 of this Ordinance) and shall include low water use design and maintenance.

6.21 Cell Towers and Antennas

Communication towers and antennas shall meet all Code requirements.

6.22 Noise and Lighting

All Code noise and lighting standards shall apply in the Planning Area. All outdoor lights shall be shielded pursuant to the standards of Article III, Section 4.4.4 of the Code, as amended.

6.23 Landscaping:

Native vegetation shall be preserved, when possible, on development sites and local native plants shall be used for landscape buffers and screening. All trees and shrubs used for required landscaping buffers and screening must meet the following standards: trees shall have a caliper of one and one-half inch (1.5") or greater and shall be six feet (6') in height or taller. Shrubs shall be in five (5) gallon pots or greater.

6.23.1 Water Conservation Requirements for Landscaping

To the extent that it is practicable and not to exceed 1% of total construction costs, all new development shall incorporate water conservation and management practices that are compliant with state and Code regulations. Water collected by such systems shall be used for landscaping irrigation and/or other domestic uses in order to replace use of potable water supplies.

6.23.2 Water Use for Landscaping:

Xeriscaping and/or native plants will be encouraged for landscaping on all new landscaping. The area of landscaping to be irrigated will be based on County Hydrologist approved water budget estimates of rainwater collection and storage capacity per the individual development and may be supplemented by use of water collection systems including but not limited to, reuse of gray water, storm water recharge and rainwater collection systems such as, cisterns, gravel beds or other storage systems that are compliant with state and county regulations. This will not apply to agricultural uses of water.

6.24 Commercial and Residential Water Impact Summary Reports for Master Plans:

As part of applications for commercial development and residential subdivision master plans, landowners must provide documentation supporting water availability and the impact on neighboring wells and make them available for public review at a centrally located spot in the community, such as the Community Center.

6.25 Development Review:**6.25.1 Protection of Community Assets:**

The protection and maintenance of community assets including, but not limited to wetlands, open spaces, springs, watercourses, riparian areas, agricultural lands, acequias, traditional community centers, established pedestrian and equestrian trails, archeological sites, historical and cultural sites and multi-generational family housing compounds should be interpreted as intrinsic community values that shall be considered as part of discretionary review process, when applicable, for land use and development applications.

6.25.2 Review of Applications Requesting Increased Zoning Density:

When examining requests for increases in zoning density, all applicable review bodies shall consider the proposed development's impact on factors such as but not limited to traffic, schools, water, liquid waste, and infrastructure as part of the development review process. It is appropriate requests for increases in zoning density to be denied in the Planning Area if the reviewing body determines that there is a reasonable expectation,

based on the evidence presented, that the development would negatively impact the community and/or surrounding neighbors.

6.25.3 Review of Non-Residential Development Applications:

Applications for new non-residential development shall submit a statement of potential major impacts, including but not limited to traffic, water and environmental impacts, to the community, both positive and negative, as part of the master plan proposal.

6.26 Public Notice

6.26.1 Public Notice Requirements:

All development requiring notice under the County Code shall follow noticing procedures therein with the following additional requirements:

- a.) Notice signs shall be posted prominently on the property, building, or other structure subject to the application and be accessible from a public roadway.
- b.) Notice signs shall be posted in such a way as to give reasonable notice to persons interested in the application.
- c.) A laminated copy of the site plan showing existing and proposed development shall be firmly attached to the poster.
- d.) The notice sign shall be removed no later than seven (7) days after a final decision has been made on the application.

6.26.2 Summary of Water Availability Reports for All Land Divisions and Requests for Increased Zoning Density Requests:

All land division, subdivision and requests for increased zoning density applications in the Planning Area shall be granted only if the applicant provides a site-specific geohydrological report that demonstrates a 100 year water supply, as per Article VII, Section 6 of the Code, as amended. These reports shall assess the impact of the new well on neighboring wells, acequias, streams, ponds and springs. A summary of the geohydrological reports must be mailed to all property owners adjacent to the property proposed for division or for increased zoning density as a part of the public noticing process to inform neighbors of potential water impacts to existing wells and surface water.

6.27 Community Pre-application Review of Non-residential Zoning and Large-scale Subdivision Applications

6.27.1 Applicants for any non-residential development and large scale subdivisions (24 units or more) shall hold a pre-application meeting in the community to present the development concept and gather public comments and concerns about the development.

6.27.2 The applicant shall publish notice of the time, place and purpose of the meeting in the legal section of a newspaper of general circulation in the community 21 days before the meeting and shall mail notice to Santa Fe County, Planning Area community organizations, and to all property owners within one thousand (1000) feet (excluding rights-of-way) of the subject property. Notice of the meeting shall be posted at Community notice boards identified by the Land Use Department. The property shall be posted as set forth in this Ordinance.

6.27.3 The applicant shall record the meeting proceedings and submit a written summary of the meeting proceedings and a list of attendees to the County along with the application for development. The summary and list of attendees shall be posted at Community notice boards identified by the Land Use Department.

6.28 Community Plan Review and Revision

6.28.1 Formation of a Community Plan Committee to Implement and Monitor Plan.

Upon adoption of this Ordinance, the County Planning Division will establish a permanent La Cienega and La Cieneguilla Community Plan Committee to conduct annual review of the Plan as well as to review proposals for amendments to the Plan and this Ordinance. Santa Fe County Planning Division staff will provide support and help to coordinate the committee formation process. This committee shall consist of three (3) representatives each from La Cieneguilla, Upper La Cienega and Lower La Cienega for a total number of nine (9) committee members. Representatives shall serve for two-year terms and the terms shall be staggered to ensure continuity of the planning process. Representatives shall be nominated by residents, property owners and business owners from each respective area. Nominees must be a resident, business owner or property owner in order to be eligible to serve as a representative on the committee. In the case that more than three nominations are received for each area, three names shall be randomly selected to serve on the committee. This committee shall follow the process established for community planning under Ordinance 1998-5, as amended, including consensual decision-making and open public meetings.

6.28.2 Amendments to the Plan:

All amendments to the Plan shall be developed and proposed through the La Cienega and La Cieneguilla Community Plan Committee as described in 6.28.1 *Formation of Community Plan Committee to Implement and Monitor Plan*. Amendments to the Plan may be proposed at any time.

6.28.3 Area Specific Planning

The creation of area specific sub-plans within the Planning Area shall be conducted by requesting an amendment to the Plan as per the process described in 6.28.2 *Amendments to the Plan*. Additionally, it is possible for a community to request a separate community plan that would alter the Planning Area boundary to create a new Planning Area. This would require approval from the Board of County Commissioners and that the requesting group follow all requirements of Ordinance 1998-5, as amended, and the Growth Management Plan, as amended.

6.28.4 Community Review of the Plan:

An annual community review of the La Cienega and La Cieneguilla Community Plan shall be conducted each year to assess community concerns and assist in monitoring community conditions as well as implementation of Plan elements. The annual review shall be coordinated by the Community Plan Committee and County Planning Division staff.

6.28.5 Biennial Review of the Plan by the Board of County Commissioners:

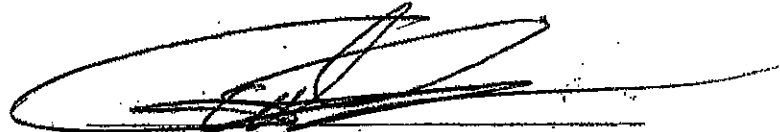
The La Cienega and La Cieneguilla Community Plan Committee (see 6.29.1 *Formation of Community Plan Committee to Implement and Monitor Plan*) shall present a biennial (once every two years) review of La Cienega and La Cieneguilla Community Plan to the Board of County Commissioners. Santa Fe County Planning Division staff shall assist in

the preparation of these reports. Such reviews will include an update on the Plan's implementation and, if necessary, request direction from the Board on planning issues and/or new planning initiatives.


Severability

If any part of this Ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the Ordinance and its application to other persons or circumstances shall not be affected thereby.

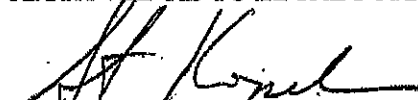
PASSED, ADOPTED AND APPROVED this 11th day of June, 2002, by the Santa Fe County Board of County Commissioners.

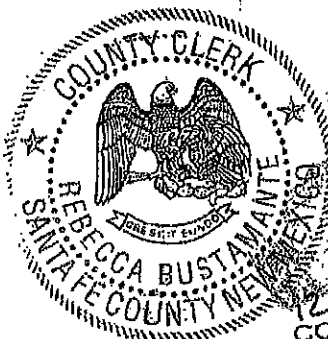

Paul Duran, Chairman

ATTEST:

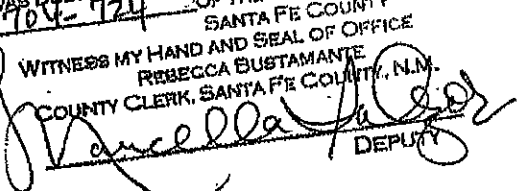

Rebecca Bustamante, County Clerk

APPROVED AS TO LEGAL FORM AND SUFFICIENCY:


Steven Kopelman, County Attorney



121247-7
COUNTY OF SANTA FE
STATE OF NEW MEXICO
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED
FOR RECORD ON THE 27 DAY OF June A.D.
20 02 AT 2:07 O'CLOCK P.M.
AND WAS DULY RECORDED IN BOOK 2155
PAGE 704-724 OF THE RECORDS OF
SANTA FE COUNTY

WITNESS MY HAND AND SEAL OF OFFICE
REBECCA BUSTAMANTE
COUNTY CLERK, SANTA FE COUNTY, N.M.

DEPUTY

CERTIFICATE OF FILING

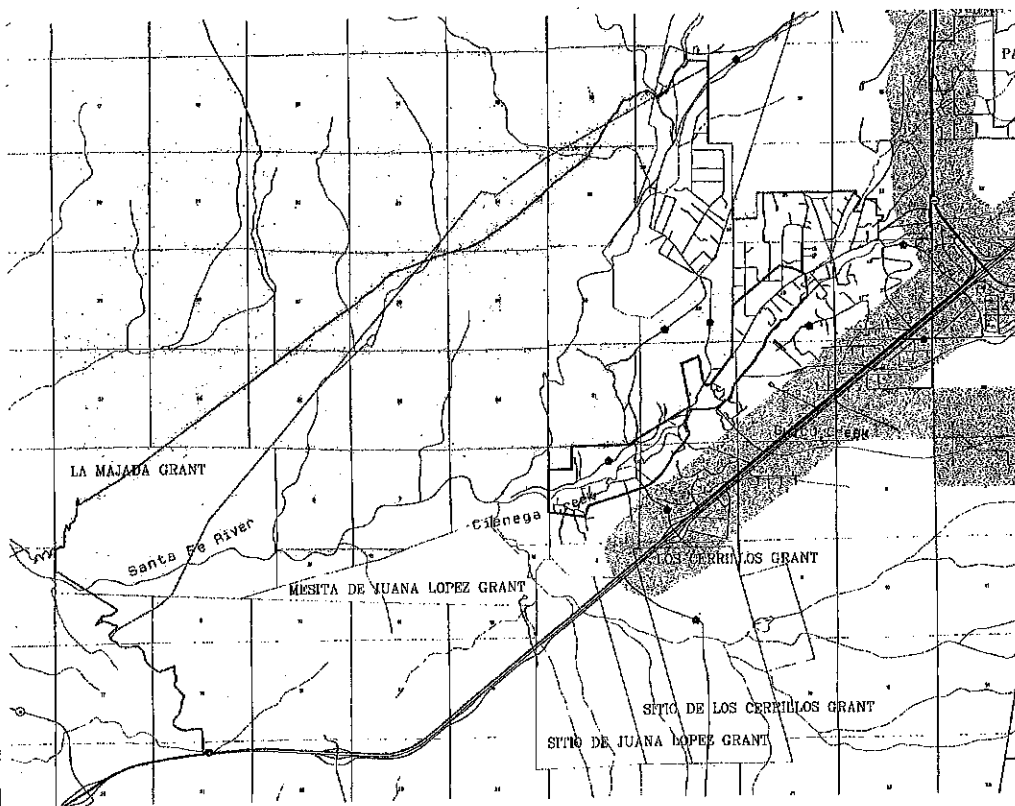
I, Rebecca Bustamante, County Clerk, do hereby certify that the foregoing ordinance, designated as Ordinance, No. 2002-9, was filed in my office on the 27 day of June, 2002, in book Number 2155 at Page 704-724.

SANTA FE COUNTY CLERK


REBECCA BUSTAMANTE



La Cienega and La Cieneguilla Community Planning Area

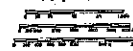


LEGEND

- La Cienega and La Cieneguilla Community Planning Area Boundary as adopted August 14, 2001 by Santa Fe County Resolution No. 2001-117
- La Cienega Traditional Community Zoning District Boundary
- La Cienega and La Cieneguilla Traditional District Community Zoning - as adopted May 3, 2000 by Santa Fe County Ordinance No. 2000-07
- PLRD Section Lines and Grant Boundaries
- City of Santa Fe Boundary
- CRS Roads
- Easements and Accretions
- Highway Corridor
- Forest Area
- BLM Land
- State Land
- Forest Service Land
- State Parkland
- NM National Council



REDUCED COPY NOT TO SCALE



This information is for reference only. Santa Fe County assumes no liability for errors associated with the use of these data. Users are solely responsible for confirming data accuracy when necessary.

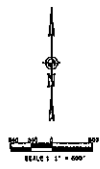


September 21, 2001

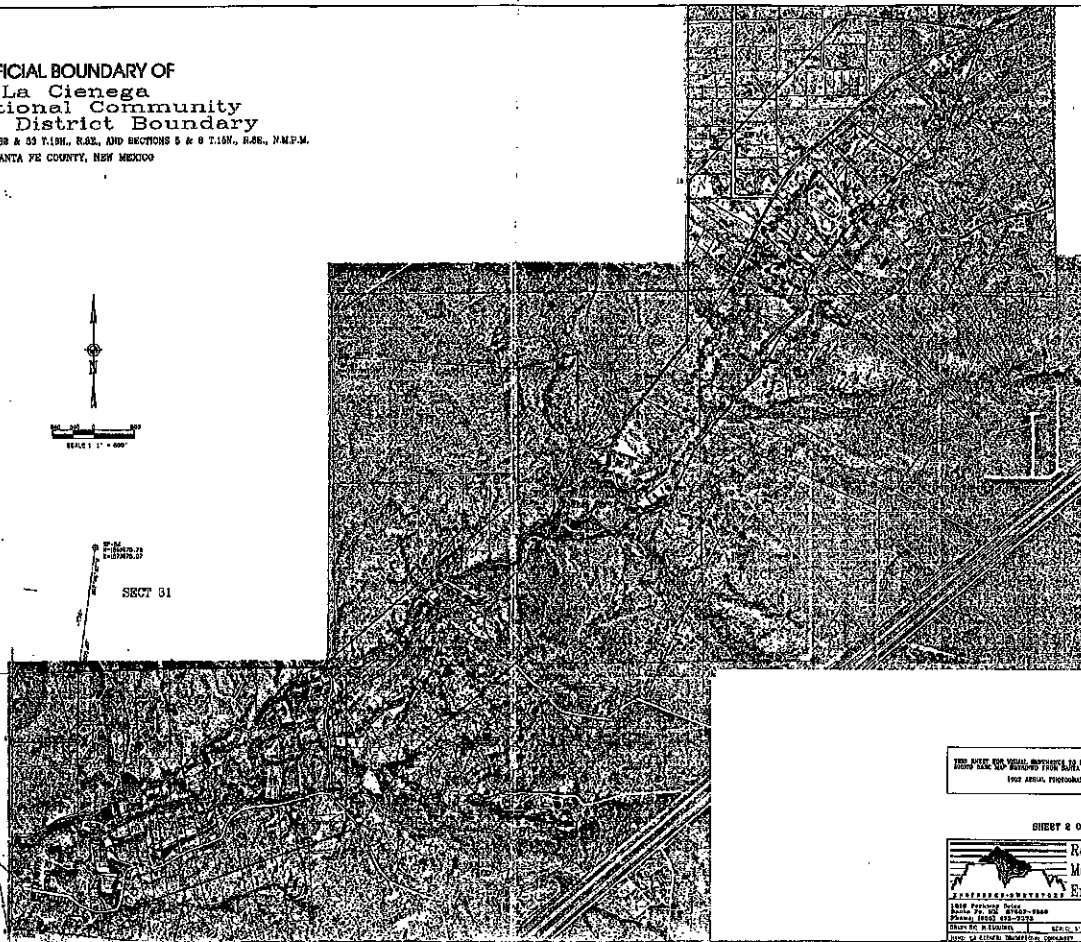
2155718

OFFICIAL BOUNDARY OF
La Cienega
Traditional Community
Zoning District Boundary
WITHIN SECTIONS 28, 31, 33 & 35 T.10N., R.4E., AND SECTIONS 5 & 6 T.10N., R.4E., N.M.E.P.M.
SANTA FE COUNTY, NEW MEXICO

139647



SECT 31



THIS MAP, FOR WHICH SURVEYS WERE MADE, IS HEREBY OFFICIALLY
RECORDED AND INDEXED IN THE PUBLIC RECORDS OF
THE STATE OF NEW MEXICO

SHEET 2 OF 2

Red Mountain Engineers, Inc.

1000 PASEO DE LOS ARBORES
SANTA FE, NM 87505-1000
PHONE: (505) 833-0000
FAX: (505) 833-0001
WWW: WWW.REDEMOUNTAIN.COM

Written Description of
La Cienega and La Cieneguilla Traditional Community Planning Area Boundary

2155721

1 Beginning at the southwest corner of Section 16, T16NR08E,

2
3 West along the section boundary 1320 feet to the eastern edge of the Vista Land Subdivision,

4
5 North approximately 4,365 feet along the $\frac{1}{4}$ section boundary of Section 17, T16NR08E to the northeast
6 corner of the County open space parcel as recorded as Parcel 1 in Plat Book 431 Page 047 and Parcel 2 in
7 Plat Book 431 Page 043 of the Santa Fe County Clerk's office,

8
9 West and southwest along the boundary of the County open space parcel to the intersection with County
10 Road #56,

11
12 West and generally southwest along County Road #56 approximately 8 miles to the intersection of the
13 west boundary of Section 8, T15NR07E,

14
15 Generally southeast along the boundary of the U.S. Forest Service land to the top of La Bajada mesa and
16 the contour line for 6,020 feet,

17
18 Generally southeast along the 6020 foot contour approximately 1.5 miles to the $\frac{1}{2}$ section of the southern
19 boundary of Section 16, T15NR07E,

20
21 South approximately 650 feet to Interstate 25,

22
23 East and northeast along the centerline of the Southbound Lane of Interstate 25 to the centerline of the
24 exit 276 on ramp from State Road 599,

25
26 Northwest along the centerline of State Road 599 to a point approximately 600 feet north of the southwest
27 corner of the parcel recorded in Book 349 Page 005 with the Santa Fe County Clerk,

28
29 West from the centerline of State Road 599 to the eastern boundary of the parcel recorded in book 349
30 page 005,

31
32 Following the boundary of the parcel recorded in Book 349 Page 005 south and west along the perimeter
33 of the property and across the Arroyo De Los Chamisos to the intersection with the southeast corner of
34 the parcel belonging to the City of Santa Fe as part of the City Airport facility,

35
36 West along the southern boundary of the City Airport parcel to the western edge of the Vista Lands
37 subdivision,

38
39 North along the boundary of the Vista Lands subdivision to the point of origin at the southwest corner of
40 Section 16, T16NR08E.

**Attachment 1: La Cienega and La Cieneguilla Conditions for
Connection to Water System**

The following shall be enforced as part of Ordinance 2002-9 which enacts the La Cienega and La Cieneguilla Community Plan. These conditions replace the existing La Cienega Watershed Conditions only in the area as recognized as the La Cienega and La Cieneguilla Community Planning area as depicted on Map a. of this Ordinance.

1) CONNECTION TO COUNTY WATER UTILITY.

Lot owners, their successors and assignees shall agree to connect to the County Water Utility when service is available within 200 feet of the property line of the land being divided, which 200 feet shall be measured along platted easements to the nearest property line. This agreement shall be binding on lot owners, their successors and assignees. The landowners, successors, and assignees agree not to oppose the creation of an improvement district pursuant to articles NMSA 1978, Section 4-55A-I et. seq., as those sections may be appropriate. Alternatively, this condition does not preclude any lot owner from connecting to the County Water Utility utilizing means of financing other than the improvement district method. The line extensions within said 200 feet shall be done in accordance with the applicable rules and regulations and tariffs of the Santa Fe County Water Utility.

2) ENCOURAGEMENT FOR SHARED WELLS.

To the greatest extent feasible, lot owners should use shared wells to minimize expenses related to the interim water supplies.

3) DESIGN AND CONSTRUCTION.

At the time a line extension is made pursuant to paragraph 1 above, the distribution system within the land divided shall be designed to meet the minimum fire flow requirements of the Santa Fe County Water Utility and Fire Department, exclusive of any reservoir capacity.

4) DISCONNECTION FROM DOMESTIC WELLS.

At the time the connection is made to the Santa Fe Water Utility, lot owners, their heirs, successors, and assignees, agree to disconnect any domestic wells created under NMSA 1978, Section 72-12-1 (A) and to discontinue use of said wells except in emergency circumstances.

5) EASEMENTS.

Lot owners shall dedicate a utility easement of at least fifteen feet (15') in width along all property lines for the installation, operation, maintenance, access, and egress of utility infrastructure for the County Utility. If said easement is shared between two adjacent properties, the easement shall be a minimum of ten feet (10') in width on each property. The Land Use Administrator, in consultation with the Utilities Director, may waive the requirement of an easement on one or more property line if it is demonstrated that adequate utility access is provided.

6) WELL DESIGN.

A good faith effort shall be made to drill all wells 50 feet into the Tesuque formation and to construct a seal to prevent mixing of water between the Tesuque and Ancha formations. A suggested well design is available from the County Land Use Department

THE SANTA FE
NEW MEXICAN
Founded 1849

2155723

SANTA FE COUNTY PLANNING
P.O. BOX 276
SANTA FE, NM 87504-0276
ATTN PAUL OLAFSON

AD NUMBER: 262593 ACCOUNT: 73450
LEGAL NO: 71510 P.O.#: 200308
130 LINES 2 time(s) at \$ 102.89
AFFIDAVITS: 5.25
TAX: 6.76
TOTAL: 114.90

AFFIDAVIT OF PUBLICATION

NOTICE OF PUBLIC
HEARING

Notice is hereby given that the Santa Fe County Board of County Commissioners will consider an Ordinance amending Article XIV, Traditional and Contemporary Community Zoning Districts, of the Santa Fe County Land Development Code (Ordinance 1996-10) to add a new Section 6, La Cienega and La Cieneguilla Traditional Community Zoning District. The proposed Ordinance will codify policies outlined in the La Cienega and La Cieneguilla Traditional Community Planning Plan (resolution 2001-117) and amend the Santa Fe County Land Development Code with specific regulations to be applied only within the La Cienega and La Cieneguilla Traditional Community Planning Area. The proposed Ordinance includes creating new opportunities for public involvement in local development issues, protection of community resources, water conservation and availability requirements, creating a new small business category to expand the existing Home Occupation provisions and replace existing allowances for new commercial develop-

ment under the Land Development Code. This is the second of two required public hearings and it is expected that action will be taken on the proposed Ordinance.

The hearing is scheduled to be held in the County Commission Chambers of the Santa Fe County Administration Building, 102 Grant Ave., Santa Fe, NM 87504 (The old County Courthouse on the corner of Grant and Palace Avenues) on the 11th day of June 2002, beginning at 4:00 p.m. Please call the County Manager's Office at 986-6200 or check the County's web page at www.santafecounty.org for meeting agendas and to confirm meeting times.

Please forward all comments, questions and objections to the proposal to the Land Use Administrator at P.O. Box 276, Santa Fe, New Mexico 87504-0276; or call (505) 986-6343 for more information. Legal #71510
Pub. May 29 & June 7, 2002.

STATE OF NEW MEXICO

COUNTY OF SANTA FE

I, K. Voorhees being first duly sworn declare and say that I am Legal Advertising Representative of THE SANTA FE NEW MEXICAN, a daily newspaper published in the English language, and having a general circulation in the Counties of Santa Fe and Los Alamos, State of New Mexico and being a Newspaper duly qualified to publish legal notices and advertisements under the provisions of Chapter 167 on Session Laws of 1937; that the publication #71510 a copy of which is hereto attached was published in said newspaper 2 day(s) between 05/29/2002 and 06/05/2002 and that the notice was published in the newspaper proper and not in any supplement; the first publication being on the 29 day of May, 2002 and that the undersigned has personal knowledge of the matter and things set forth in this affidavit.

K. Voorhees
LEGAL ADVERTISEMENT REPRESENTATIVE

Subscribed and sworn to before me on this
5 day of June A.D., 2002

Notary

Laura L. Hurlig

Commission Expires

11/25/03

RC# 200308
101-0502-4147037
RA
6/17/02

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Account Information

Phone: (505) 986-6200
Name: SANTA FE COUNTY LAND USE
DEPT
Account #: C88296
Address: PLANNING DIVISION
PO BOX 276
SANTA FE, NM 87504
Client:
Placed by: PAUL OLAFSON
Fax #:

Ad Information

Classification: 0000-Legal Notices - Government
Size: 1 x 62.000
Start date: 05-29-02
Billed size: 62.00 lines-6.Spt
Stop date: 06-05-02
Ad #: 7462857
Insertions: 2
Ad type: Liner Ad
Rate code: Gov Legal Line
Publications: Journal Daily

Ad Cost: \$ 49.10
Tax: \$ 2.85
Total: \$ 51.95

Ad Copy:

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Santa Fe County Board of County Commissioners will consider an Ordinance amending Article XIV, Traditional and Contemporary Community Zoning Districts, of the Santa Fe County Land Development Code (Ordinance 1999-10) to add a new Section 8, La Cienega and La Cieneguilla Traditional Community Zoning District. The proposed Ordinance will codify policies outlined in the La Cienega and La Cieneguilla Traditional Community Plan (resolution 2001-117) and amend the Santa Fe County Land Development Code with specific regulations to be applied only within the La Cienega and La Cieneguilla Traditional Community Planning Area. The proposed Ordinance includes creating new opportunities for public involvement in local development issues, protection of community resources, water conservation and availability requirements, creating a new small business category to expand the existing Home Occupation provisions and replace existing allowances for new commercial development under the Land Development Code. This is the second of two required public hearings and it is expected that action will be taken on the proposed Ordinance.

The hearing is scheduled to be held in the County Commission Chambers of the Santa Fe County Administration Building, 102 Grant Ave., Santa Fe, NM 87504 (The old County Courthouse on the corner of Grant and Palace Avenues) on the 11th day of June 2002, beginning at 4:00 p.m. Please call the County Manager's Office at 986-6200 or check the County's web page at www.santafecounty.org for meeting agendas and to confirm meeting times.

Please forward all comments, questions and objections to the proposal to the Land Use Administrator at P.O. Box 276, Santa Fe, New Mexico 87504-0276; or call (505) 886-8348 for more information.

Journal: May 29, June 5, 2002

Written Description of
La Cienega and La Cieneguilla Traditional Community Planning Area Boundary

2155721

1 Beginning at the southwest corner of Section 16, T16NR08E,

2
3 West along the section boundary 1320 feet to the eastern edge of the Vista Land Subdivision,

4
5 North approximately 4,365 feet along the $\frac{1}{4}$ section boundary of Section 17, T16NR08E to the northeast
6 corner of the County open space parcel as recorded as Parcel 1 in Plat Book 431 Page 047 and Parcel 2 in
7 Plat Book 431 Page 043 of the Santa Fe County Clerk's office,

8
9 West and southwest along the boundary of the County open space parcel to the intersection with County
10 Road #56,

11
12 West and generally southwest along County Road #56 approximately 8 miles to the intersection of the
13 west boundary of Section 8, T15NR07E,

14
15 Generally southeast along the boundary of the U.S. Forest Service land to the top of La Bajada mesa and
16 the contour line for 6,020 feet,

17
18 Generally southeast along the 6020 foot contour approximately 1.5 miles to the $\frac{1}{2}$ section of the southern
19 boundary of Section 16, T15NR07E,

20
21 South approximately 650 feet to Interstate 25,

22
23 East and northeast along the centerline of the Southbound Lane of Interstate 25 to the centerline of the
24 exit 276 on ramp from State Road 599,

25
26 Northwest along the centerline of State Road 599 to a point approximately 600 feet north of the southwest
27 corner of the parcel recorded in Book 349 Page 005 with the Santa Fe County Clerk,

28
29 West from the centerline of State Road 599 to the eastern boundary of the parcel recorded in book 349
30 page 005,

31
32 Following the boundary of the parcel recorded in Book 349 Page 005 south and west along the perimeter
33 of the property and across the Arroyo De Los Chamisos to the intersection with the southeast corner of
34 the parcel belonging to the City of Santa Fe as part of the City Airport facility,

35
36 West along the southern boundary of the City Airport parcel to the western edge of the Vista Lands
37 subdivision,

38
39 North along the boundary of the Vista Lands subdivision to the point of origin at the southwest corner of
40 Section 16, T16NR08E.

Attachment 1: La Cienega and La Cieneguilla Conditions for
Connection to Water System

The following shall be enforced as part of Ordinance 2002-9 which enacts the La Cienega and La Cieneguilla Community Plan. These conditions replace the existing La Cienega Watershed Conditions only in the area as recognized as the La Cienega and La Cieneguilla Community Planning area as depicted on Map a. of this Ordinance.

1) **CONNECTION TO COUNTY WATER UTILITY.**

Lot owners, their successors and assignees shall agree to connect to the County Water Utility when service is available within 200 feet of the property line of the land being divided, which 200 feet shall be measured along platted easements to the nearest property line. This agreement shall be binding on lot owners, their successors and assignees. The landowners, successors, and assignees agree not to oppose the creation of an improvement district pursuant to articles NMSA 1978, Section 4-55A-I et. seq., as those sections may be appropriate. Alternatively, this condition does not preclude any lot owner from connecting to the County Water Utility utilizing means of financing other than the improvement district method. The line extensions within said 200 feet shall be done in accordance with the applicable rules and regulations and tariffs of the Santa Fe County Water Utility.

2) **ENCOURAGEMENT FOR SHARED WELLS.**

To the greatest extent feasible, lot owners should use shared wells to minimize expenses related to the interim water supplies.

3) **DESIGN AND CONSTRUCTION.**

At the time a line extension is made pursuant to paragraph 1 above, the distribution system within the land divided shall be designed to meet the minimum fire flow requirements of the Santa Fe County Water Utility and Fire Department, exclusive of any reservoir capacity.

4) **DISCONNECTION FROM DOMESTIC WELLS.**

At the time the connection is made to the Santa Fe Water Utility, lot owners, their heirs, successors, and assignees, agree to disconnect any domestic wells created under NMSA 1978, Section 72-12-1 (A) and to discontinue use of said wells except in emergency circumstances.

5) **EASEMENTS.**

Lot owners shall dedicate a utility easement of at least fifteen feet (15') in width along all property lines for the installation, operation, maintenance, access, and egress of utility infrastructure for the County Utility. If said easement is shared between two adjacent properties, the easement shall be a minimum of ten feet (10') in width on each property. The Land Use Administrator, in consultation with the Utilities Director, may waive the requirement of an easement on one or more property line if it is demonstrated that adequate utility access is provided.

6) **WELL DESIGN.**

A good faith effort shall be made to drill all wells 50 feet into the Tesuque formation and to construct a seal to prevent mixing of water between the Tesuque and Ancha formations. A suggested well design is available from the County Land Use Department

THE SANTA FE
NEW MEXICAN
Founded 1849

2155723

SANTA FE COUNTY PLANNING
P.O. BOX 276
SANTA FE, NM 87504-0276
ATTN PAUL OLAFSON

AD NUMBER: 262593 ACCOUNT: 73450
LEGAL NO: 71510 P.O.#: 200308
130 LINES 2 time(s) at \$ 102.89
AFFIDAVITS: 5.25
TAX: 6.76
TOTAL: 114.90

AFFIDAVIT OF PUBLICATION

NOTICE OF PUBLIC
HEARING

Notice is hereby given that the Santa Fe County Board of County Commissioners will consider an Ordinance amending Article XIV, Traditional and Contemporary Community Zoning Districts, of the Santa Fe County Land Development Code (Ordinance 1996-10) to add a new Section 6, La Cienega and La Cienega Traditional Community Zoning District. The said Ordinance will modify policies outlined in the La Cienega and La Cienega Traditional Community Plan (resolution 2001-117) and amend the Santa Fe County Land Development Code with specific regulations to be applied only within the La Cienega and La Cienega Traditional Community Planning Area. The proposed Ordinance includes creating new opportunities for public involvement in local development issues, protection of community resources, water conservation and availability requirements, creating a new small business category to expand the existing Home Occupation provisions and replace existing allowances for new commercial develop-

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Please forward all comments, questions and objections to the proposal to the Land Use Administrator at P.O. Box 276, Santa Fe, New Mexico 87504-0276; or call (505) 986-6343 for more information. Legal #71510
Pub. May 29 & June 11, 2002.

STATE OF NEW MEXICO

COUNTY OF SANTA FE

I, K. Voorhees being first duly sworn declare and say that I am Legal Advertising Representative of THE SANTA FE NEW MEXICAN, a daily newspaper published in the English language, and having a general circulation in the Counties of Santa Fe and Los Alamos, State of New Mexico and being a Newspaper duly qualified to publish legal notices and advertisements under the provisions of Chapter 167 on Session Laws of 1937; that the publication #71510 a copy of which is hereto attached was published in said newspaper 2 day(s) between 05/29/2002 and 06/05/2002 and that the notice was published in the newspaper proper and not in any supplement; the first publication being on the 29 day of May, 2002 and that the undersigned has personal knowledge of the matter and things set forth in this affidavit.

K. Voorhees

LEGAL ADVERTISEMENT REPRESENTATIVE

Subscribed and sworn to before me on this
5 day of June A.D., 2002

Notary

Laura L. Jorda

Commission Expires

11/25/03

PC# 200308
101-0502-447037
TRA
6/17/02

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2155724

Account Information

Phone: (505) 986-6200
Name: SANTA FE COUNTY LAND USE
DEPT
Account #: C88296
Address: PLANNING DIVISION
PO BOX 276
SANTA FE, NM 87504
Client:
Placed by: PAUL OLARSON
Fax #:

Ad Information

Classification: 0000-Legal Notices - Government
Size: 1 x 62.000
Start date: 05-29-02
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Journal: May 28, June 5, 2002

1
2
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4
5
6 **SANTA FE COUNTY**

2295992

7 ***Ordinance no. 2002-13***

8
9 **AN ORDINANCE ADDRESSING WATER CONSERVATION FOR ALL**
10 **RESIDENTIAL AND COMMERCIAL USES OF WATER WITHIN SANTA FE**
11 **COUNTY**
12

13 **Introduction**

14 This ordinance addresses water conservation within Santa Fe County and prohibits
15 specific water-wasting actions. A schedule for fines and a listing of those County
16 personnel authorized to issue the fines is included. This Ordinance applies to all
17 residential and commercial water users within Santa Fe County. **Any water use on land**
18 **that is designated by the County Assessor as farmland or ranchland is exempt from**
19 **this ordinance.**

20
21 Whenever there is a conflict between the provisions of this ordinance and the
22 requirements of the Office of the State Engineer or the Public Regulatory Commission,
23 the requirements of those entities shall take precedence over the provisions of this
24 ordinance.
25

26 **A. THE SANTA FE COUNTY BOARD OF COUNTY COMMISSIONERS**
27 **HEREBY FINDS:**

- 28 1. Water resources in Santa Fe County whether ground water or surface water are
29 limited.
30 2. Numerous droughts in our state have demonstrated that the County's water
31 resources are extremely vulnerable to depletion by drought.
32 3. At all times of the year and in all areas of the County, it is critical to conserve our
33 water resources.
34

35 **B. THE SANTA FE COUNTY BOARD OF COUNTY COMMISSIONERS**
36 **THEREFORE CONCLUDES AND DECLARES:**

- 37 1. In order to provide a sustainable resource for our children and grandchildren so
38 that they can to live in our community, fire protection for all County residents and
39 sufficient water so that traditional agricultural uses of water can be maintained, it
40 is imperative that we conserve our water resources.
41 2. These concerns are directly linked to the public, health, safety and welfare.
42 3. Water waste by anyone at anytime in Santa Fe County is damaging to the public
43 health, safety and welfare.

1
2 **C. NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY**
3 **COMMISSIONERS OF SANTA FE COUNTY:**

4 **The following water conservation requirements apply to all residents of**
5 **Santa Fe County and all businesses operating within Santa Fe County at all**
6 **times of the year.**

7
8 **Outdoor Conservation**
9

- 10 1. Outdoor irrigation is prohibited between 11 AM to 7 PM from May through
11 September of each year. The following sources and water and types of irrigation
12 methods are exempt from the irrigation hour restrictions:
13
14 A) Plants being irrigated for retail or wholesale sale,
15 B) All manual watering by landscape maintenance and contracting personnel,
16 however landscaping personnel setting timed irrigation systems must ensure that
17 the systems comply with the irrigation hour restrictions,
18 C) Any water derived through rainwater catchment systems or any permitted water
19 re-use system, and
20 D) Any water being used from an acequia or other agricultural irrigation system.
21 2. Vehicle washing is only allowed with the use of a shut-off hose nozzle.
22 3. An outdoor irrigation system may not be operated while a leak from it exists.
23 4. Planting sod or grass seed that contains Kentucky bluegrass is not permitted
24 5. All swimming pools, hot tubs and spas must be covered to prevent evaporation when
25 not in use. Swimming pools may only be emptied once per year.
26 6. Water system leaks from private water lines shall be repaired by the owner or
27 property manager within fifteen (15) days of initial notification by the County or the
28 owner's knowledge of the leak. Proof of repair shall be provided to the County upon
29 completion of the repair when such notification is requested.
30

31 **Indoor Conservation**
32

- 33 1. Water system leaks from private water lines shall be repaired by the owner or
34 property manager within fifteen (15) days of initial notification by the County or the
35 owner's knowledge of the leak. Proof of repair shall be provided to the County upon
36 completion of the repair when such notification is requested.
37 2. For all new and remodeling construction and all replacements of existing plumbing
38 fixtures, the water conservation plumbing standards set out below shall be met. In
39 addition, with the exception of item (D), all existing water users shall retrofit their
40 facilities such that the plumbing fixtures noted below are in place by January 1, 2005.
41 **Single and multi-family residential water users are exempt from this retrofit**
42 **requirement.**
43
44 A) Water closets, either flush tank, flushometer tank or flushometer valve operated
45 shall have an average consumption of not more than 1.6 gallons (6.1 liters) per

- 1 flush. Water closets that use a "quick closing" flapper to limit the flush to 1.6
- 2 gallons shall not be used to satisfy this requirement.
- 3 B) Urinals shall have an average water consumption of not more than 1.0 gallon of
- 4 water per flush, with the exception that, if approved by Santa Fe County, blowout
- 5 urinals may be installed for public use in stadiums, race courses, fairgrounds and
- 6 other structures used for outdoor assembly and similar uses.
- 7 C) Lavatory and kitchen faucets shall be equipped with aerators and shall be
- 8 designed and manufactured so that they will not exceed a water flow rate of 2.5
- 9 gallons (9.5 liters) per minute.
- 10 D) Self-closing, metering or self-closing faucets shall be installed on lavatories
- 11 intended to serve the transient public, such as those in, but not limited to, service
- 12 stations, train stations, airports, restaurants and convention halls. These faucets
- 13 shall deliver no more than .25 gallons of water (1.0 liters) of water per use.
- 14 E) Shower heads shall be designed and manufactured so that they will not exceed a
- 15 water supply flow rate of 2.5 gallons (9.5 liters) per minute. Emergency safety
- 16 showers are exempted from this provision.
- 17 F) Water-conserving fixtures shall be installed in strict accordance with the
- 18 manufacturer's instructions to maintain their rated performance.
- 19 G) For all new and re-modeling construction, all of the requirements regarding water
- 20 conserving devices shall be certified by a certificate of compliance by a licensed
- 21 mechanical contractor or plumbing permittee before or at the time of the final
- 22 plumbing inspection.
- 23 H) All outdoor timed irrigation systems must be equipped with a rain sensor so that
- 24 the irrigation system does not operate when it is raining or has recently rained.
- 25 I) Exceptions to the above requirements may be permitted when necessary to
- 26 maintain adequate health and safety standards.
- 27
- 28 3. All private and public eating establishments shall provide water and other beverages
- 29 only upon request. This policy shall be clearly communicated to the customer in at
- 30 least one of the following manners: on the menu, by use of a "table tent" or single
- 31 signage on the table, or posting in a location clearly visible to all customers. All
- 32 catering and banquet operations shall comply with the provisions of this subsection.
- 33 The intent of this requirement is not to discourage the drinking of water but to
- 34 discourage the washing of additional unnecessary glasses.
- 35 4. Lodging facilities shall not provide daily linen and towel changing for guests staying
- 36 multiple nights unless the guest specifically requests each day that linens and towels
- 37 be changed.
- 38

39 Conservation Signage and Literature Distribution

- 40
- 41 1. Public, semi-public and governmental restrooms and shower facilities shall post not
- 42 less than one (1) water conservation sign in each restroom and shower facility, the
- 43 size of which shall not be less than eight and one-half inches (8.5) by eleven (11)
- 44 inches. Such entities may use a sign provided by Santa Fe County or develop their
- 45 own sign using text provided by Santa Fe County.

- 1 2. Hotels, motels and other lodgings shall provide a water conservation informational
2 card or brochure in a visible location in each guest room. Such literature may be
3 provided by Santa Fe County or the establishment itself using text provided by Santa
4 Fe County.
- 5 3. Retail plant nurseries shall provide their "end-use" customers with County provided
6 low water-use landscape literature and water efficient irrigation guidelines at the time
7 of sale of any perennial plant. An "end-use customer" is the person or persons who
8 will ultimately own the plant material. A landscape contractor or architect is not an
9 end-use customer. In order to facilitate the purchasing of low water-use plants,
10 nurseries are strongly encouraged to tag or sign their plants that require little or not
11 supplemental water once established. For the sale of all turf or grass seed or sod, the
12 customer shall be given County provided literature indicating the restrictions to
13 planting water consumptive turf.
- 14 4. Landscape contractors, maintenance companies and architects shall provide their
15 prospective clients with County-provided low water-use literature and water efficient
16 irrigation guidelines at the time of presenting a service contract to the prospective
17 client. Landscape professionals are strongly encouraged to educate their customers
18 regarding the operation of their timed irrigation systems.
- 19 5. Title companies and others closing real estate transactions shall provide the entity
20 purchasing a home, business or property with County-provided indoor and outdoor
21 conservation literature at the time of closing.
- 22 6. The County departments shall provide indoor and outdoor conservation literature to
23 all persons applying for a building permit and all persons initiating new water service
24 to the County Water Utility.

25 Domestic Well Use Metering Program

26
27
28 The domestic well metering program applies to only those residents of Santa Fe County
29 living or operating businesses on lots where restricted water usage and water meter
30 reporting requirements were voluntarily accepted as a condition of the plat approval. All
31 other residents of the County are exempt from this program.

- 32
33 1. All properties that are required to report water meter readings as a condition of plat
34 approval shall have the name and address of the property owner entered into the
35 database when the building permit is issued.
- 36 2. The final inspection field report shall require that the water meter be installed in order
37 for final inspection approval.
- 38 3. All properties that are required to have water meters shall also be required to test their
39 water meter for reading accuracy every ten (10) years and replace if necessary.
- 40 4. Each property that is required to report water meter reading will receive a mailing
41 from Santa Fe County containing a post card that can be filled out with the meter
42 reading and returned to Santa Fe County.
- 43 5. Failure to submit the meter reading will result in the same penalties as outlined for
44 other water violations.
- 45 6. When water is used in excess of the amount allocated to the property, the first year a
46 letter with educational/informational materials on how to reduce water use will be
47 sent to the water user and they will be required to submit water meter readings every

1 six months to track their progress. All subsequent water usage violations will result
2 in the same penalties as outlined for other water violations.

3
4 **Water Waste, Fugitive Water**

5
6 **1. Water Waste**

7
8 No person, firm, corporation, county, state, federal or municipal facility or operation
9 shall cause or permit to occur any water waste. In general the occurrence of
10 unforeseeable or unpreventable failure or malfunction of plumbing and irrigation
11 system hardware shall not be deemed sufficient grounds for issuance of a citation or
12 other enforcement proceedings unless and until the County issues a formal written
13 notice.

14
15 Water waste means any non-beneficial use of water. Waste includes but is not
16 limited to leaks from indoor and outdoor plumbing systems in excess of 0.25 gallons
17 per minute.

18
19 For unforeseeable or unpreventable outdoor violations, the County shall generally
20 issue a formal warning notice prior to taking enforcement action. Prior to taking
21 formal enforcement action the County may instruct the water user not to operate the
22 faulty system until it is appropriately repaired. If operating the system is integral to
23 the operation of the facility the County may at its own discretion provide a period of
24 time in which to remedy the violation prior to commencing formal enforcement
25 action. Once a warning notice or an official citation has been issued for an outdoor
26 occurrence, subsequent water waste events shall be subject to strict enforcement.
27 Strict enforcement may include the issuance of citations and other such activities as
28 the County deems necessary to bring the water user into compliance. For indoor
29 water waste events and for those water waste events outdoors caused by a faulty
30 system which is integral to the operation of the facility, the waste must be abated
31 within 15 calendar days of the issuance of a warning notice or initiation of
32 enforcement action. Enforcement action shall be taken if the waste continues beyond
33 the 15-day period.

34
35 Water waste does not include:

- 36
37 A) Flow resulting from fire fighting or other routine inspection of fire hydrants or
38 other training activities,
39 B) Water applied to abate spills of flammable or otherwise hazardous materials,
40 C) Water applied to prevent health, safety or accident hazards when alternate
41 methods are not available,
42 D) Water that reaches or flows onto adjacent property or public or private right-of-
43 way when caused by vandalism, wild, emergencies or acts of God,
44 E) Flow resulting from a routine inspection or maintenance of a water utility system,

- 1 F) Water used by Santa Fe County in the installation, maintenance, repair or
2 replacement of public facilities and structures such as traffic control devices,
3 storm and sanitary sewer structures and road or street improvements,
4 G) Water used by contractors or utilities including but not limited to sawcutting and
5 pavement, compaction or other use required under terms of their contract,
6 H) Any water that is discharged as a result of well development or a pumping test.
7

8 **2. Fugitive Water**
9

10 Fugitive water is prohibited. No person, firm, corporation, county, state, federal,
11 municipal or other governmental facility or operation shall cause or permit the
12 occurrence of fugitive water.
13

14 Fugitive water means the pumping, flow, release, escape or leakage of any water from
15 any pipe, valve, faucet, irrigation system or facility onto any hard surface such that
16 water accumulates as to either create individual puddles in excess of ten feet square in
17 size or cause flow along or off of the hard surface or onto adjacent property or the
18 public right-of-way, arroyo, or other water course, natural or manmade. Fugitive
19 water also means, during the irrigation of landscaping, the escape or flow of water
20 away from the landscaping plants being irrigated even if such flow is not onto a hard
21 surface.
22

23 Fugitive water shall not include:

- 24 A) Incidental run-off caused by vehicle washing provided that a shut-off nozzle is in
25 use,
26 B) Periodic draining of swimming pools and spas,
27 C) Storm run-off, including snowmelt run-off,
28 D) Flowing resulting from temporary water system failures or malfunctions,
29 E) Water applied, such as in the cleaning of hard surfaces, to prevent or abate public
30 health, safety or accident hazards when alternate methods are not available. The
31 washing of outdoor eating areas and sidewalks is not included in this exemption,
32 F) Flow resulting from vandalism, high winds, emergencies and acts of God, or
33 G) The occurrence of an unforeseeable or unpreventable failure or malfunction of
34 plumbing or irrigation system hardware, prior to the issuance of a formal warning
35 notice. Once a formal warning notice has been issued, the water user is instructed
36 not to operate the faulty system until it is appropriately repaired, unless operating
37 the system is integral to the operation of the facility. Once a warning notice has
38 been issued, subsequent fugitive water events at the same location will be subject
39 to issuance of citations.
40

41 **Enforcement and Penalties**
42

43 **1. Enforcement**
44

45 The Santa Fe County Utilities Department, the County Code Enforcement Officers,
46 the Santa Fe County Sheriff's Department and the Santa Fe County Fire Department

2295998

1 may enforce any and all of the County Water Conservation regulations. To the extent
2 that the Board of County Commissioners may find it desirable to vest specific
3 enforcement authority in other County personnel or other governmental agency, those
4 individuals so vested shall also have the authority and responsibility to enforce
5 regulations adopted County water conservation.
6

7 The following schedule of fines shall be used for violations of this Ordinance. All
8 violations on a single date at a single address constitute a single offense for purposes
9 of enforcement.
10

| | |
|---|----------|
| 11 First violation: | \$50.00 |
| 12 Second violation | \$100.00 |
| 13 Third violation | \$200.00 |
| 14 Fourth and all subsequent violations | \$400.00 |

15

16 2. Penalties
17

18 Any person who violates the provisions of this Ordinance shall be prosecuted in a
19 court of competent jurisdiction and penalized to the maximum extent allowed by law.
20

21 3. Severability
22

23 The provisions of this Ordinance shall be severable. If, any provision of this
24 Ordinance is ruled to be invalid by a court of competent jurisdiction:
25

- 26 A) The effect of such judgement shall be limited to the specific provision or
27 provisions that are expressly stated in the judgement to be invalid; and
28 B) Such judgement shall not affect, impair or nullify the validity of application of the
29 remainder of this Ordinance that shall continue in full force and effect.
30

31 PASSED, APPROVED AND ADOPTED this 10th day of December, 2002.
32
33

34 BOARD OF COUNTY COMMISSIONERS
35
36

37
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39 Paul Duran, Chairman
40
41
42
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44
45
46

2295999

1
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8
9
10 ATTEST:

11
12
13 Rebecca Bustamante
14
15 Rebecca Bustamante, County Clerk
16
17
18
19

20
21 APPROVED AS TO FORM:

22
23 St Kopelman
24
25 Steven Kopelman, County Attorney
26



1240.213
COUNTY OF SANTA FE } SS
STATE OF NEW MEXICO
I hereby certify that this instrument was filed
for record on the 23 day of Dec A.D.
20 02 at 8:13 o'clock P.M.
and was duly recorded in book 2255/229p
page 992 - 001 of the records of

Witness my Hand and Seal of Office
Rebecca Bustamante
County Clerk, Santa Fe County, N.M.
Marcello [Signature]
Deputy

THE SANTA FE
NEW MEXICAN
Founded 1849

SEP 2002

2296001

SANTA FE COUNTY LAND USE DEPT.
P.O. BOX 276

SANTA FE, NM 87504-0276

ATTN: ROBIN GURULE AD NUMBER: 277651 ACCOUNT: 73450
LEGAL NO: 72039 P.O.#:
72 LINES 3 time(s) at \$ 82.23
AFFIDAVITS: 5.25
TAX: 5.47
TOTAL: 92.95

**SANTA FE COUNTY
BOARD OF
COMMISSIONERS
PUBLIC NOTICE**

Notice is hereby given that public hearings will be held before the Board of County Commissioners on the 13th day of August 2002 at 5 p.m., and on the 10th day of September 2002, at 6 p.m., in the County Commission Chambers of the Santa Fe County Courthouse corner of Grant and Palace Avenues, Santa Fe, New Mexico to consider An Ordinance addressing water conservation for all sources and uses of water within Santa Fe County.

The ordinance is proposed for final passage at the September 10, 2002, Board of County Commissioners hearing.

All interested parties will be heard at the Public Hearings prior to the Commission taking action. All comments, questions and objections to the proposal may be submitted to the County Land Use Administrator in writing to P.O. Box 276, Santa Fe, New Mexico 87504-0276; or presented in person at the hearing.

Pub. Aug. 27; Sept. 2, 9, 2002

AFFIDAVIT OF PUBLICATION

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COUNTY OF SANTA FE

I, K. V. V. V. being first duly sworn declare and say that I am Legal Advertising Representative of THE SANTA FE NEW MEXICAN, a daily newspaper published in the English language, and having a general circulation in the Counties of Santa Fe and Los Alamos, State of New Mexico and being a Newspaper duly qualified to publish legal notices and advertisements under the provisions of Chapter 167 on Session Laws of 1937; that the publication #72039 a copy of which is hereto attached was published in said newspaper 3 day(s) between 08/27/2002 and 09/09/2002 and that the notice was published in the newspaper proper and not in any supplement; the first publication being on the 27 day of August, 2002 and that the undersigned has personal knowledge of the matter and things set forth in this affidavit.

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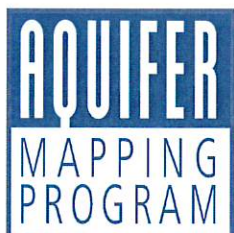
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La Cienega Groundwater Level Monitoring, Santa Fe County, New Mexico: 2017 Summary of Findings

Ethan Mamer and Stacy Timmons



Open-file Report 600
April 2018



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Appendix I

Water level hydrographs

Project Funding

Funding for this project is from El Rancho de las Golondrinas and with the support of the community of La Cienega. Additional support in terms of staff time and instrumentation came from the New Mexico Bureau of Geology and Mineral Resources, Aquifer Mapping Program.



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The views and conclusions are those of the authors, and should not be interpreted as necessarily representing the official policies, either expressed or implied, of the State of New Mexico.

I. INTRODUCTION

As a follow up to hydrogeologic research performed by the New Mexico Bureau of Geology and Mineral Resources in recent years (summarized in Johnson, et al., 2016), a groundwater monitoring network was implemented around La Cienega, Santa Fe County, New Mexico. The primary aquifer in La Cienega is within the Ancha Formation, overlying the Tesuque Formation. The Ancha Formation aquifer exists as buried valleys of coarse sediments that are highly transmissive (Figure 1). Figure 2 shows the locations of the wells in the monitoring network and the formation in which the wells are completed.

Previous hydrogeologic research by Johnson, et al. (2016) indicates that the groundwater in this region is highly susceptible to regional influences such as pumping, drought, and land use changes. The groundwater levels in many wells in the primary aquifer around La Cienega have steadily dropped since

the 1970s (Figure 3). Smaller oscillations of higher winter groundwater levels and lower summer groundwater levels are superimposed on the overall downward trend.

Groundwater level monitoring provides an essential tool in groundwater management. The data are used in development of more accurate groundwater models, and can help with protection of groundwater resources. Measurements of changing groundwater levels also directly reflect changes in groundwater storage.

This report is a brief summary of 2017 groundwater level monitoring activities in La Cienega. The twice annual set of measurements was also incorporated into broader long-term monitoring that began in 2015 as an effort to monitor the potential changes and impacts to this region.

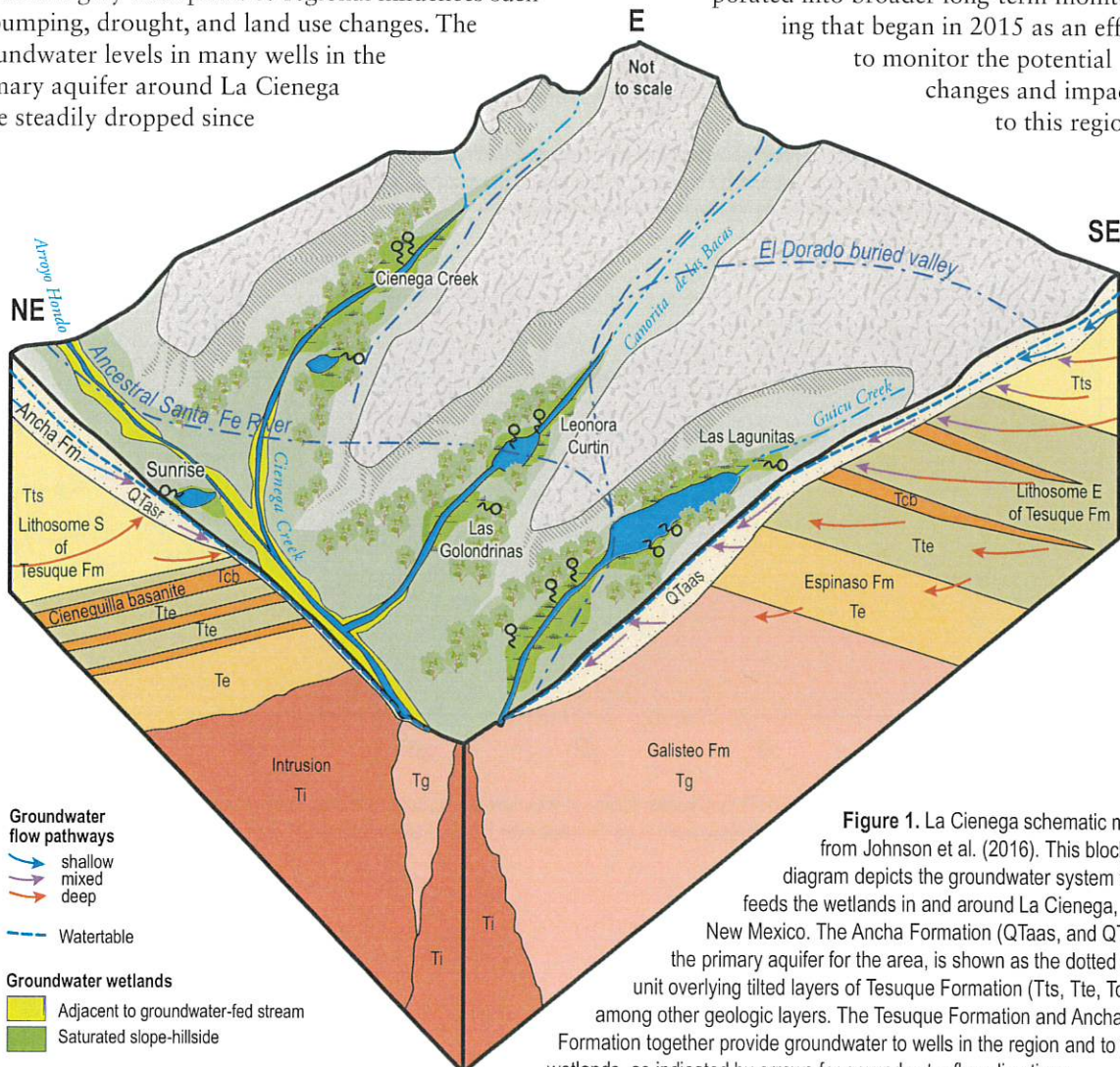


Figure 1. La Cienega schematic model from Johnson et al. (2016). This block diagram depicts the groundwater system that feeds the wetlands in and around La Cienega, New Mexico. The Ancha Formation (QTaas, and QTasr), the primary aquifer for the area, is shown as the dotted beige unit overlying tilted layers of Tesuque Formation (Tts, Tte, Tcb), among other geologic layers. The Tesuque Formation and Ancha Formation together provide groundwater to wells in the region and to the wetlands, as indicated by arrows for groundwater flow directions.

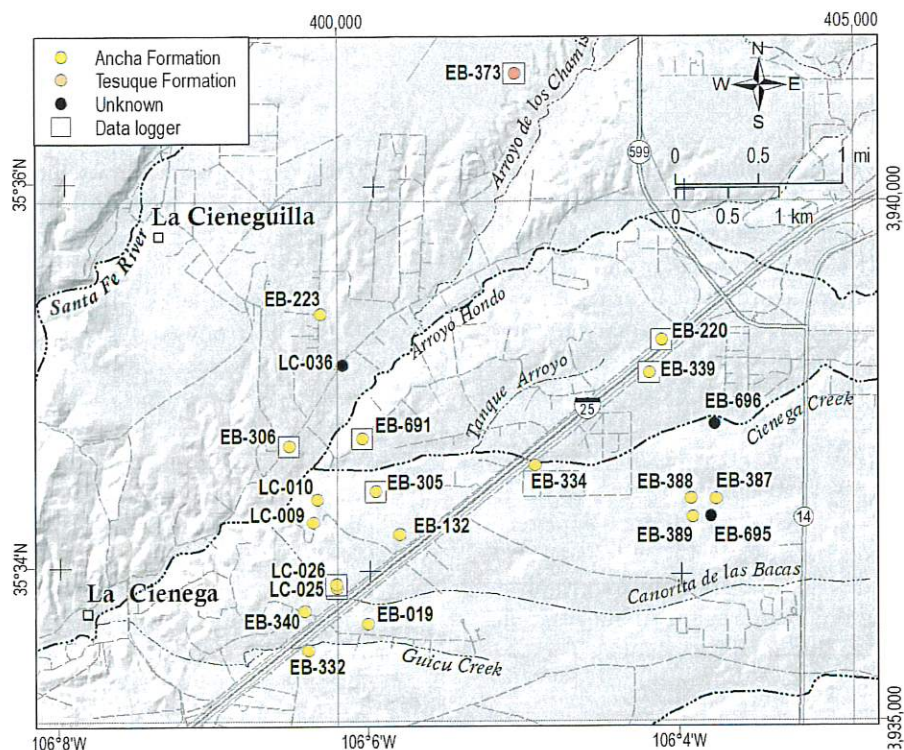


Figure 2. Location of wells in the monitoring network. Well points are color coded with the primary aquifer the well is producing from. Most wells in this study are providing groundwater from the Ancha Formation, with a few on the margins of the study that produce water from the Tesuque Formation. In this region, groundwater is generally flowing toward the southwest.

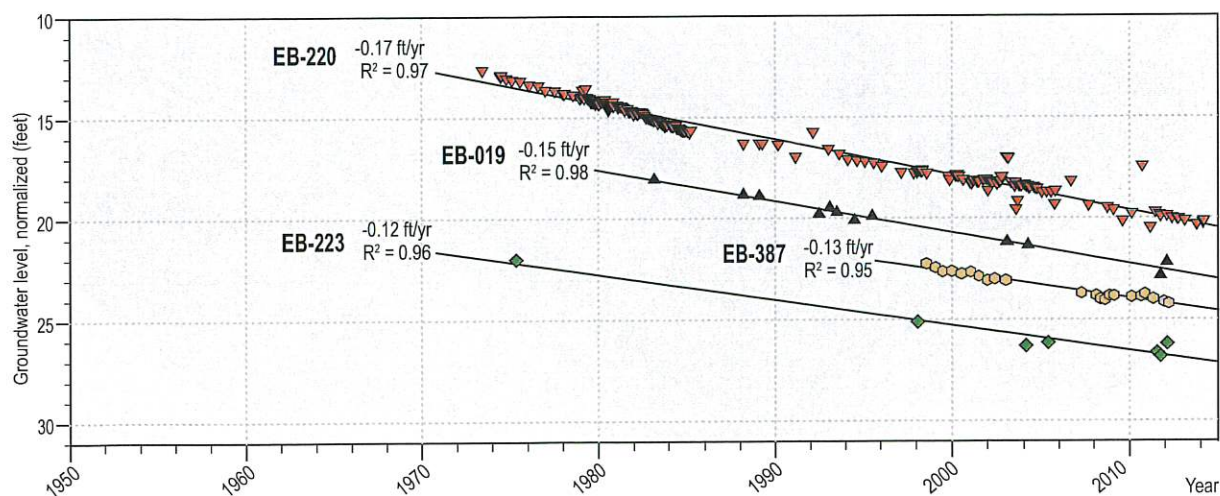


Figure 3. Modified figure from Johnson et al. (2016) that shows decline in groundwater hydrographs from shallow wells in the La Cienega over the past several decades. Water level changes from shallow wells in La Cienega over the past several decades. The rate of groundwater decline (ft/yr) is the slope of the regression line.

II. METHODS

Measurements in the monitoring network have been taken twice a year, in April and October, since 2015. The measurement frequency is intended to reflect the local seasonal high in the spring (April) and seasonal low in the fall (October), which relate to the beginning and end of the growing season. In 2017, the NMBGMR measured 22 wells in the twice annual monitoring network (Table 1, Figure 2).

For the purpose of this monitoring project, groundwater level measurements are made using

Table 1. Inventory of wells monitored for the bi-annual network, including location information and well construction. MP = Measuring point ("-" = below ground). NA = no data available.

| Site ID | Elevation (ft) | UTM easting NAD83 | UTM northing NAD83 | Well depth (ft) | MP height (ft) | Screen top (ft) | Screen bottom (ft) | Measurement status |
|---------|----------------|----------------------|-----------------------|-----------------|----------------|-----------------|--------------------|-------------------------------------|
| EB-019 | 6143 | 400304 | 3935932 | 80 | 1.00 | 50 | 80 | Spring/ Fall |
| EB-132 | 6179 | 400609 | 3936794 | 135 | -6.20 | 60 | 90 | Spring/ Fall |
| EB-220 | 6259 | 403153 | 3938661 | 161 | 0.60 | 125 | 161 | Continuous |
| EB-223 | 6165 | 399840 | 3938918 | 100 | 0.00 | 40 | 95 | Spring/ Fall |
| EB-305 | 6127 | 400377 | 3937211 | 75 | 2.00 | 20 | 75 | Continuous |
| EB-306 | 6091 | 399537 | 3937647 | 43 | 1.80 | NA | NA | Continuous |
| EB-332 | 6096 | 399720 | 3935678 | 160 | 0.45 | 80 | 140 | Spring/ Fall |
| EB-334 | 6144 | 401921 | 3937456 | 140 | 1.50 | 60 | 120 | Spring/ Fall |
| EB-339 | 6259 | 403035 | 3938347 | 200 | 2.00 | 160 | 200 | Lost continuous instrument |
| EB-340 | 6126 | 399686 | 3936057 | 155 | 0.80 | NA | NA | Spring/ Fall |
| EB-373 | 6273 | 401729 | 3941231 | 300 | 0.60 | NA | NA | Continuous |
| EB-387 | 6242 | 403690 | 3937134 | 115 | 1.24 | NA | NA | Spring/ Fall |
| EB-388 | 6224 | 403442 | 3937136 | 91 | 1.43 | NA | NA | Spring/ Fall |
| EB-389 | 6241 | 403458 | 3936959 | 121 | 1.98 | NA | NA | Spring/ Fall |
| EB-691 | 6117 | 400249 | 3937717 | 180 | 1.75 | NA | NA | Continuous |
| EB-695 | 6250 | 403641 | 3936964 | 125 | 1.89 | NA | NA | Spring/ Fall |
| EB-696 | 6226 | 403679 | 3937857 | 117 | 2.51 | NA | NA | Spring/ Fall |
| LC-009 | 6082 | 399771 | 3936914 | 180 | 0.50 | NA | NA | Spring/ Fall |
| LC-010 | 6102 | 399811 | 3937131 | 180 | 0.90 | 160 | 180 | Spring/ Fall |
| LC-025 | 6084 | 400000 | 3936280 | 18 | -0.35 | NA | NA | Continuous |
| LC-026 | 6085 | 399995 | 3936316 | 8 | -0.50 | NA | NA | Continuous instrument malfunctioned |
| LC-036 | 6112 | 400055 | 3938426 | NA | -6.10 | NA | NA | Spring/ Fall |

existing domestic wells, and open/unused wells (without pumps). For domestic wells, water level measurements were made after the well had been off for at least 1 hour. Water levels were measured following U.S. Geological Survey protocols for a steel tape measurement device with repeat measurements to within 0.02 feet. Open wells were measured using an electronic sounder probe, also with repeated measurements within 0.02 feet. All measurements reported are in units of feet, and are reported from below ground surface (bgs). Data from manual measurements taken in 2015–2017 are provided with this report in Table 2. Hydrographs showing the water level measurements over time are found in the Appendix 1.

Table 2. Manual water level measurements collected for this project. Records of water level measurements prior to 2015 are available upon request, and or are also available in Johnson et al. (2016). Depth to water is feet (ft) below land surface.

| Site ID | DTW Spring 2015 (ft) | DTW Fall 2015 (ft) | DTW Spring 2016 (ft) | DTW Fall 2016 (ft) | DTW Spring 2017 (ft) | DTW Fall 2017 (ft) |
|---------|----------------------|--------------------|----------------------|--------------------|----------------------|--------------------|
| EB-019 | 44.46 | 45.16 | 44.36 | 45.28 | 44.42 | 45.13 |
| EB-132 | 68.3 | 68.88 | 68.47 | 69.03 | 68.44 | 68.98 |
| EB-220 | 132.96 | 133.02 | 132.84 | 133.07 | 133.06 | 133.12 |
| EB-223 | 45.42 | 45.95 | 45.28 | 45.95 | 45.37 | 45.88 |
| EB-305 | 22.78 | 23.51 | 22.69 | 23.6 | 22.83 | 23.35 |
| EB-306 | 18.97 | 19.53 | 18.78 | 19.51 | 18.86 | 19.33 |
| EB-332 | 8.83 | 9.5 | 8.63 | 9.65 | 8.69 | 9.35 |
| EB-334 | 39.65 | 40.02 | 39.57 | 40.11 | 39.65 | 39.99 |
| EB-339 | 137.66 | 137.81 | 137.66 | 137.87 | 137.54 | 137.84 |
| EB-340 | 52.41 | 53.22 | 52.24 | 53.3 | 52.4 | 53.05 |
| EB-373 | 116.38 | 116.45 | 116.26 | 116.26 | 116.37 | 116.3 |
| EB-387 | 98.95 | 98.87 | 98.69 | 98.94 | 98.85 | 98.97 |
| EB-388 | 88.99 | 89.02 | 88.82 | 89.05 | 88.94 | 89.07 |
| EB-389 | 108.39 | 108.35 | 108.17 | 108.39 | 108.33 | 108.41 |
| EB-691 | 23.21 | 24.14 | 23.27 | 24.33 | 23.17 | 23.79 |
| EB-695 | 110.54 | 110.46 | 110.28 | 110.49 | 110.43 | 110.52 |
| EB-696 | 91.55 | 91.64 | 91.48 | 91.68 | 91.6 | 91.74 |
| LC-009 | 15.79 | 17.77 | 15.74 | 18.26 | 15.88 | 17.6 |
| LC-010 | 16.1 | 16.56 | 15.85 | 16.87 | 16.1 | 16.37 |
| LC-025 | 7.87 | 12.18 | 7.9 | 12.56 | 8.05 | 12.26 |
| LC-026 | 7.09 | 7.42 | 6.85 | 7.47 | 6.66 | 7.21 |
| LC-036 | 11.24 | 11.66 | 10.94 | 11.45 | 11.15 | 11.84 |

Table 3. Point locations with continuous data recorders, and date of installation. See Figure 2 for locations.

| Site ID | Date installed | Notes |
|---------|----------------|-------------------|
| EB-220 | 10/4/11 | Running |
| EB-305 | 6/4/15 | Running |
| EB-306 | 10/6/11 | Running |
| EB-339 | 6/1/15 | Lost from well |
| EB-373 | 10/2/12 | Running |
| EB-691 | 5/27/14 | Running |
| LC-025 | 10/4/11 | Running |
| LC-026 | 10/4/11 | Instrument failed |

Pressure transducers monitoring continuous changes in groundwater levels have been deployed in several wells since 2011 (EB-220, -306, LC-025, -026) (Table 3). Additional sites were instrumented in 2014 and 2015 (EB-305, -373, -339, -691). These instruments are VanEssen (Diver) brand, and provide pressure readings, which are converted to water level measurements collected every 12 hours. These are lengthy data records, and are available upon request. Images produced from these records are discussed below.

III. RESULTS

Seasonal Trends

Previous work in this region has highlighted seasonal groundwater level fluctuations, which are influenced by the effects of evapotranspiration. In the summer months, evapotranspiration is the effect of plants transpiring water, in addition to the evaporation of shallow groundwater or surface water into the atmosphere. This decreases groundwater levels in La Cienega during summer months. Groundwater level changes measured between April and October, during 2015, 2016 and 2017, indicate a decrease in water level from April to October, which reflects evapotranspiration during summer months (Figure 4). In this region, April typically has a higher groundwater surface due to less groundwater use during winter months, whereas October represents the lower groundwater surface at the end of summer.

Table 4. Manual water levels from period between April-October 2017. (ft bgs = feet below ground surface).

| Site ID | Spring date measured | DTW Spring 2017 (ft bgs) | Fall date measured | DTW Fall 2017 (ft bgs) | Change in depth (ft) |
|---------|----------------------|--------------------------|--------------------|------------------------|----------------------|
| EB-019 | 4/5/17 | 44.42 | 10/18/17 | 45.13 | -0.71 |
| EB-132 | 4/6/17 | 68.44 | 10/19/17 | 68.98 | -0.54 |
| EB-220 | 4/5/17 | 133.06 | 10/18/17 | 133.12 | -0.06 |
| EB-223 | 4/6/17 | 45.37 | 10/19/17 | 45.88 | -0.51 |
| EB-305 | 4/5/17 | 22.83 | 10/18/17 | 23.35 | -0.52 |
| EB-306 | 4/6/17 | 18.86 | 10/19/17 | 19.33 | -0.47 |
| EB-332 | 4/5/17 | 8.69 | 10/18/17 | 9.35 | -0.66 |
| EB-334 | 4/5/17 | 39.65 | 10/18/17 | 39.99 | -0.34 |
| EB-339 | 4/5/17 | 137.54 | 10/18/17 | 137.84 | -0.30 |
| EB-340 | 4/5/17 | 52.4 | 10/18/17 | 53.05 | -0.65 |
| EB-373 | 4/6/17 | 116.37 | 10/19/17 | 116.3 | 0.07 |
| EB-387 | 4/5/17 | 98.85 | 10/18/17 | 98.97 | -0.12 |
| EB-388 | 4/5/17 | 88.94 | 10/18/17 | 89.07 | -0.13 |
| EB-389 | 4/5/17 | 108.33 | 10/18/17 | 108.41 | -0.08 |
| EB-691 | 4/5/17 | 23.17 | 10/18/17 | 23.79 | -0.62 |
| EB-695 | 4/5/17 | 110.43 | 10/18/17 | 110.52 | -0.09 |
| EB-696 | 4/5/17 | 91.6 | 10/18/17 | 91.74 | -0.14 |
| LC-009 | 4/5/17 | 15.88 | 10/19/17 | 17.6 | -1.72 |
| LC-010 | 4/5/17 | 16.1 | 10/19/17 | 16.37 | -0.27 |
| LC-025 | 4/5/17 | 8.05 | 10/18/17 | 12.26 | -4.21 |
| LC-026 | 4/5/17 | 6.66 | 10/18/17 | 7.21 | -0.55 |
| LC-036 | 4/6/17 | 11.15 | 10/19/17 | 11.84 | -0.69 |

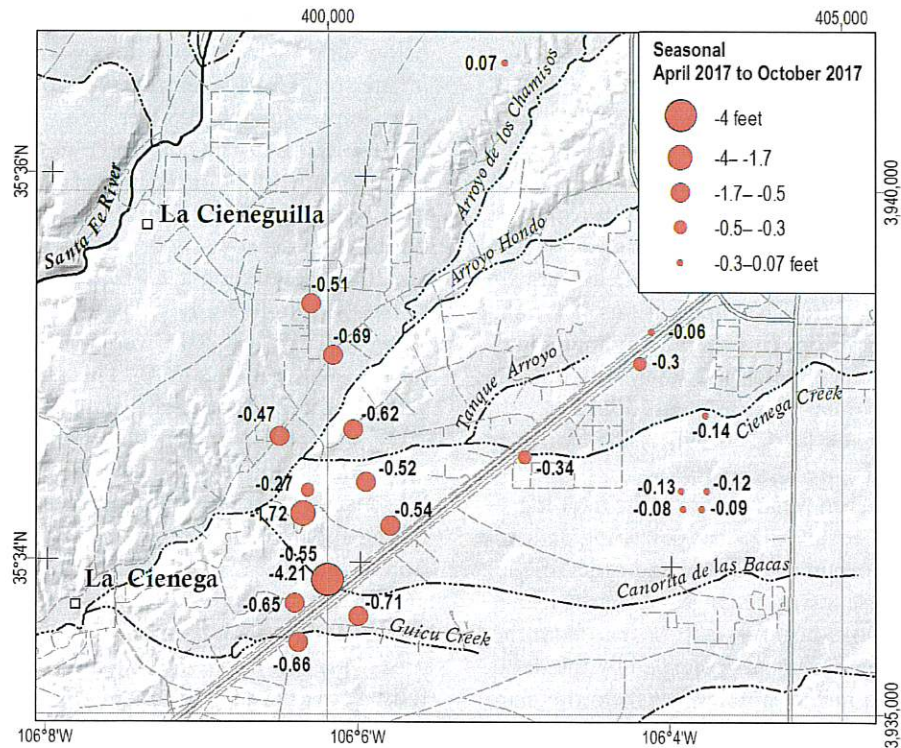


Figure 4. Groundwater level changes between seasonal high (April) and low (October) during 2017. This pattern of seasonal water level changes was also observed in 2015 and 2016 and in previous work by Johnson et al. (2016) and is related to the shallow groundwater use by vegetation and evaporation (evapotranspiration).

Continuous Data Records

As noted in Table 3, there were originally eight locations with pressure transducers monitoring ground-water level changes every 12 hours. At present there are only 6 remaining as one pressure transducer is missing and the other reached the end of its life expectancy. As we do not have funding to replace instruments, as more of the data loggers malfunction we will not be able to replace them and more wells will be removed from the data logger network. The wells that have dropped out of the data logger network due to instrumentation problems are still part of the manual monitoring network. These records are displayed in Figures 5–11. Locations of these wells are shown on Figure 2.

LC-025 is a shallow monitoring well that is 18 feet deep, and completed in the shallow Ancha Formation (Figure 1–2). The hydrograph shows a distinct seasonal fluctuation related to the growing season that is seen in numerous wells in the area, varying by ~4 feet (Figure 5). Water levels begin to recover after plants go dormant later in the fall, typically by mid-November. This well sees rapid recharge as noted in September 2013, where water levels rose 6 ft following a large storm event.

LC-026 is a shallow monitoring well, approximately 8 feet deep, completed in the Ancha Formation (Figure 2). This well responds quickly to seasonal fluctuations in the shallow water table, responding to changes earlier in the season than other wells in the data logger network, but shows relatively small fluctuation between the summer low and winter high water levels (~0.5 feet) (Figure 6). The shift from summer to winter water levels occurs fairly early (late September) compared with the other loggers that show seasonal water level fluctuations. The shift to summer conditions occurs generally by mid-May. The pressure transducer data have fairly stable water levels, while the manual measurements appear to indicate that the water level is slowly rising by nearly 0.3 feet per year (Figure 6).

This well has been removed from the data logger network. The data logger that was collecting data was quite old and has begun to near the end of its lifetime expectancy. As these instruments get older, the measurements they record begin to drift farther from the true values. The measurements recorded by the data logger have drifted farther and farther from the manual measurement over the past 3 years. This well will still be monitored as part of the manual water level monitoring network. Fortunately, there is another well (LC-025) that is located very close by that is also

instrumented with a data logger, so the removal of this well from the monitoring network will not leave a significant gap in our monitoring network.

EB-373 is 300 feet deep, located near the Santa Fe airport, and was completed in the Tesuque Formation (Figure 2). This is the only well with a consistent upward trend in the groundwater level (Figure 7) since the well was instrumented in late 2012. Wells in the area of the Santa Fe Airport were shut down in the mid-1990s, as the airport was connected to City of Santa Fe water supply, which may be influencing the water level rise in the well. From 2012 when a pressure transducer was first deployed in the well through mid-2016 water levels were coming up at approximately 0.4 feet per year. Since 2016, water level changes have remained steady. Where previously there was no noticeable seasonality to the water level trend there is now a very slight seasonality to the water level fluctuation similar to that seen in other wells in the area.

EB-306 is a 43 foot deep well that was completed in the Ancha Formation (Figure 2). The water level time series recorded in this well shows a distinct seasonal fluctuation in the shallow water table suspected to be related to evapotranspiration (Figure 8). The winter recovery, following the growing season generally occurs at the end of September and since 2014 water levels have returned to approximately 18.8 feet below land surface. Once the growing period begins in late spring/early summer, the groundwater levels drop approximately 0.8 feet.

EB-220 is a well completed in the Ancha Formation, with a total depth of 161 feet (Figure 2). This well has a long record of decline since the 1970s, on the order of roughly 0.2 feet per year (Johnson et al., 2016). Beginning in 2013, the water level appears to have begun to recover. The peak winter water level between 2013 and 2016 were consistently 0.1 feet higher each year (Figure 9). This most recent calendar year, however, saw a slight change. The winter high in 2017 was 0.1 feet lower than the previous year.

This well also shows a muted water level response to seasonal changes; typically rising and falling approximately 0.25 feet. The seasonal fluctuation in this well is different from other wells in the area that respond quickly to the growing season. The signal in this well appears to be more muted or offset. Typically the water level in this well does not fully recover until June, and doesn't full decline until early January.

EB-691 is a 180 foot deep pumping well completed in the Ancha Formation (Figure 2). Records of water levels measured when the well was pumping

The black line indicates the depth to water measured by the pressure transducer instrument, and the yellow points are manually measured depth to water levels.

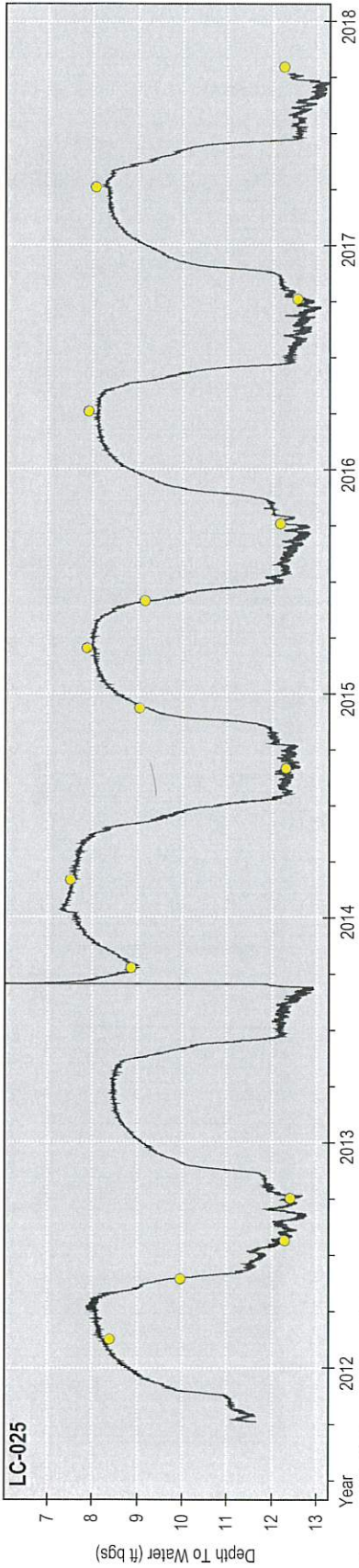


Figure 5. LC-025 is a shallow, 18 foot deep monitoring well, completed in the Ancha Formation. The spike in water level that occurs in September 2013 coincides with a significant precipitation event.

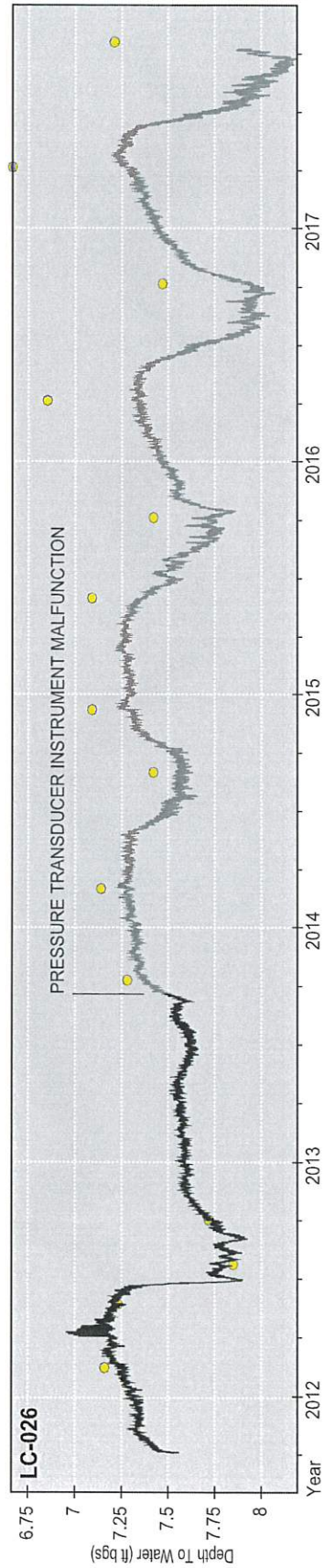


Figure 6. LC-026 is a shallow, 8 foot deep monitoring well, completed in the Ancha Formation.

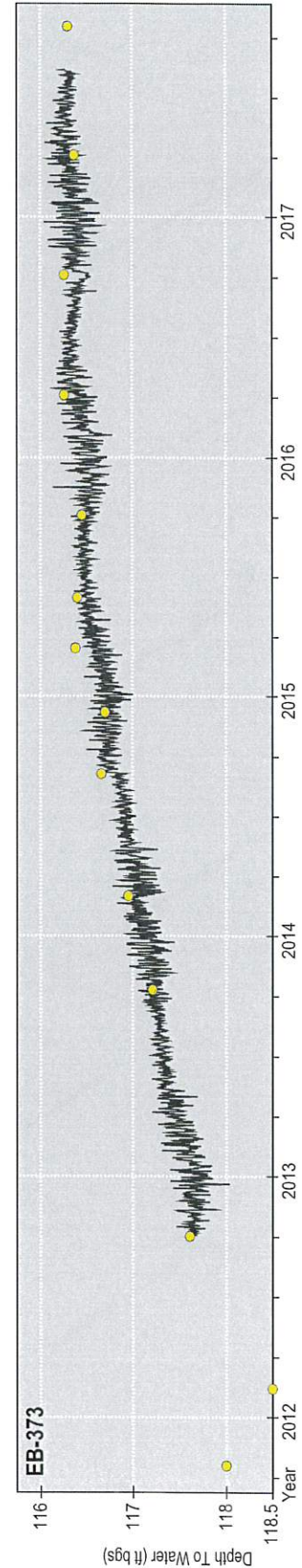


Figure 7. EB-373 is 300 foot deep well, located near the Santa Fe airport, and completed in the Tesuque Formation.

The black line indicates the depth to water measured by the pressure transducer instrument, and the yellow points are manually measured depth to water levels.

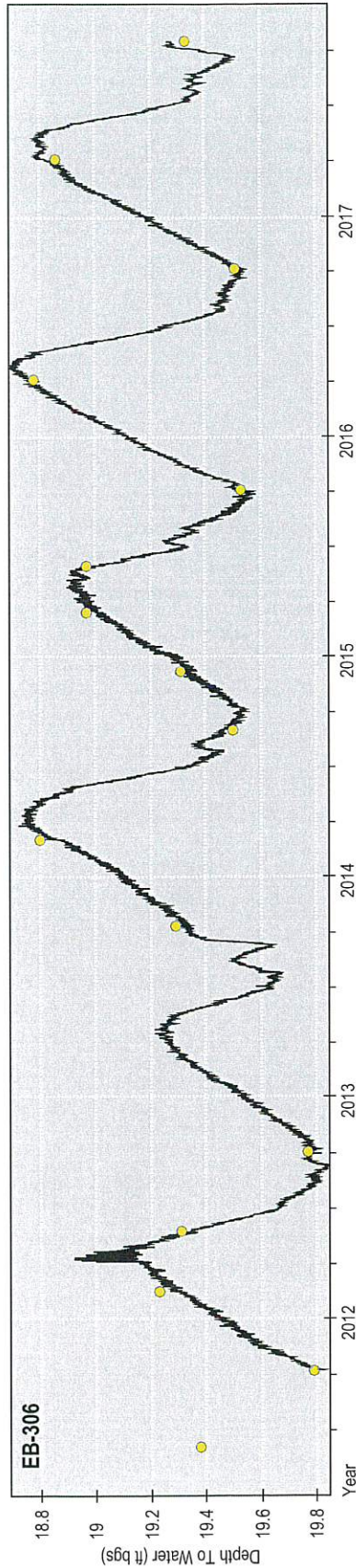


Figure 8. EB-306 is a 43 foot deep well completed in the Ancha Formation.

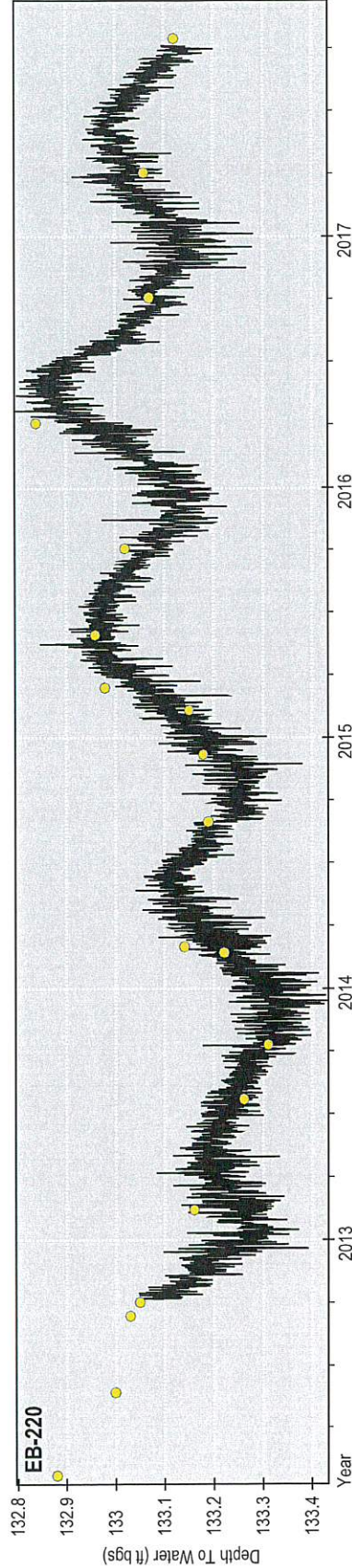


Figure 9. EB-220 is a 161 foot deep well completed in the Ancha Formation.

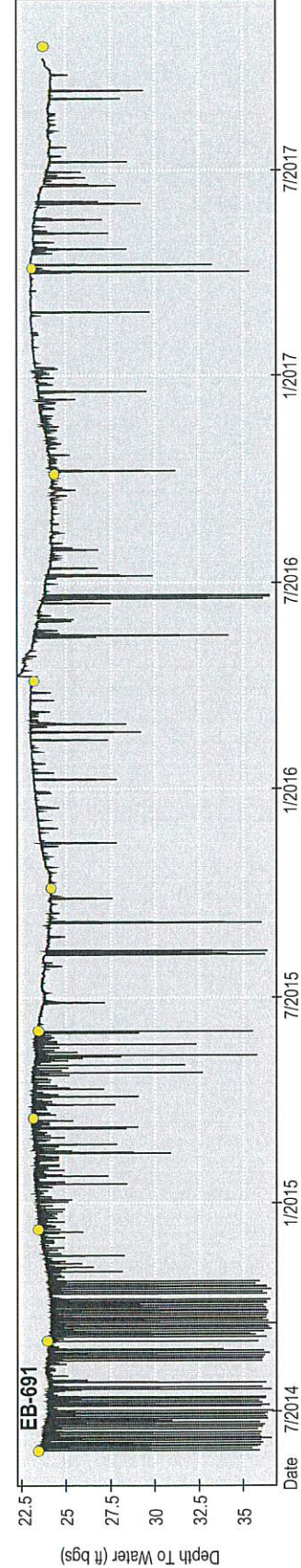


Figure 10. EB-691 is a 180-foot pumping well completed in the Ancha Formation. Water levels measured when the well was pumping are dramatically lower than the static water level, with water levels reaching 36 ft below land surface. The overall trend in the static water level of this well, indicated by the blue line of points, shows that this well reflects a seasonal fluctuation of approximately 1 ft.

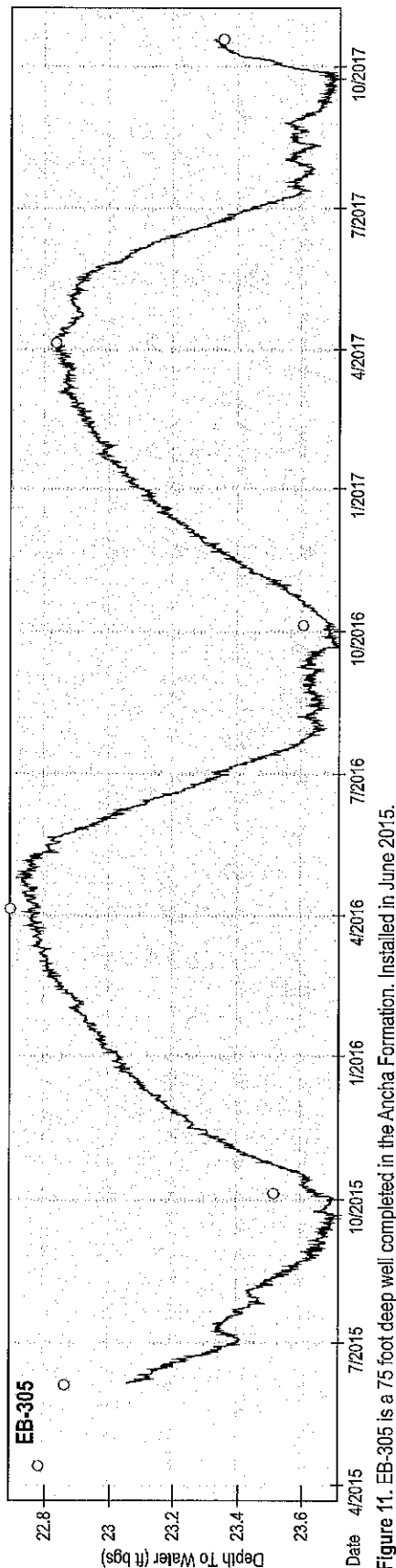


Figure 11. EB-305 is a 75 foot deep well completed in the Ancha Formation. Installed in June 2015.

are shown by the dips in water levels, with water levels reaching 36 feet below land surface (Figure 10). The overall trend in the static water level of this well, as indicated by the level that the water level recovers to after pumping, shows that this well has a seasonal fluctuation of approximately 1 foot. Static water levels are close to 23 feet below land surface in the winter months, and approximately 24 feet below land surface during summer months.

EB-305 is a 75 foot deep well completed in the Ancha Formation. The overall trend of water level change in this well reflects the seasonal decline common in other shallow Ancha Formation wells in the region; rising and falling 1 foot between summer and winter seasons (Figure 11). A previous water level measurement from this well in January 2004 was 22.1 feet below land surface. This well has seasonal fluctuations, but there has been a long term decline in the overall water level at this well since it was measured in 2004. At present the well appears to be stable; recovering to approximately the same levels in the spring and decreasing to same levels in the fall.

Discussion of other Regional Datasets

Within the hydrologically up-gradient proximity to La Cienega, the U.S. Geological Survey maintains continuous data recorders in several nested piezometer well sets; Jail Well, NMOSE County and NMOSE Fairgrounds (Figure 12). Nested piezometers consist of groups of three wells that are drilled within close proximity to each other. Each well that is part of the nested piezometer grouping is completed at different depths; a shallow, a middle, and a deep well. This allows for analysis of the vertical gradient in an aquifer; the measure of groundwater flow in the 'Z' direction, up or down. The shallowest of these wells can be compared to the sites monitored in La Cienega. The results in the figures below show that regional groundwater levels in the Tesuque Formation aquifer are largely declining, with small seasonal rises superimposed on the overall downward trend (Figures 13–15). While the majority of the wells in La Cienega are screened in the Ancha formation, the underlying Tesuque formation is believed to discharge into the Ancha in this area, where the units intersect (Johnson et al., 2016).

The "Jail Well shallow piezometer" is 340 feet deep, completed in the bottom of the Ancha Formation and Tesuque Formation aquifers. This well has seen a groundwater decline from 2006 to 2014, with declines of approximately 1.5 feet over that time (Figure 13). For the past four years water levels have

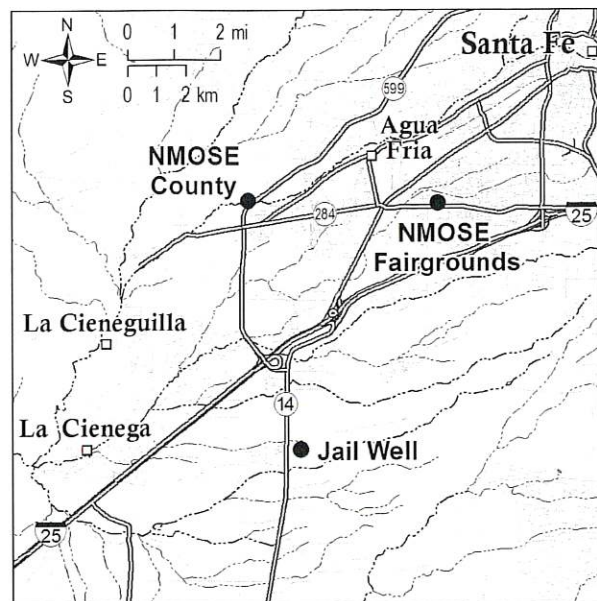


Figure 12. Map showing location of U.S. Geological Survey piezometer well sets. Wells discussed here include Jail Well, NMOSE County, and NMOSE Fairgrounds.

remained steady. The “Jail Well middle piezometer” is 640 feet deep, and was completed in the Tesuque Formation aquifer. The Jail middle piezometer had consistent groundwater declines since 2006, approximately 3 feet over that time (Figure 14). This set of nested piezometers shows an upward vertical gradient of 0.13.

The “NMOSE County shallow piezometer” is 460 feet deep and was completed in the Tesuque Formation aquifer (Figure 12). It has a continuous decline from 2006 to 2016, with declines of approximately 2.5 feet over that time (Figure 15). Recently, water level decline in this well does appear to be slowing down. This set of nested piezometers shows a slightly downward vertical gradient of 0.01.

The “NMOSE Fairgrounds shallow piezometer” is 540 feet deep, completed in the Tesuque Formation aquifer (Figure 12). This well shows consistent groundwater declines of approximately 3 feet over that time (Figure 16). This set of nested piezometers shows a slightly downward vertical gradient of 0.04.

Long-term Trends

In the La Cienega area water levels have been monitored over the past several decades. Most wells in the monitoring network have records dating back 10 or more years. As was noted by Johnson et al.

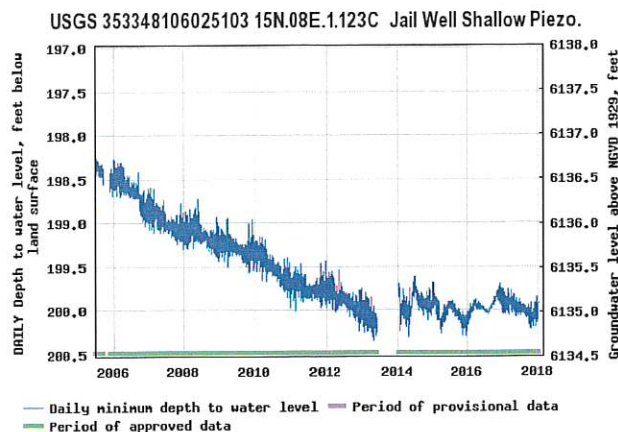


Figure 13. Jail Well Shallow piezometer. This well is 340 ft deep, completed in the bottom of the Ancha Formation and Tesuque Formation aquifers.

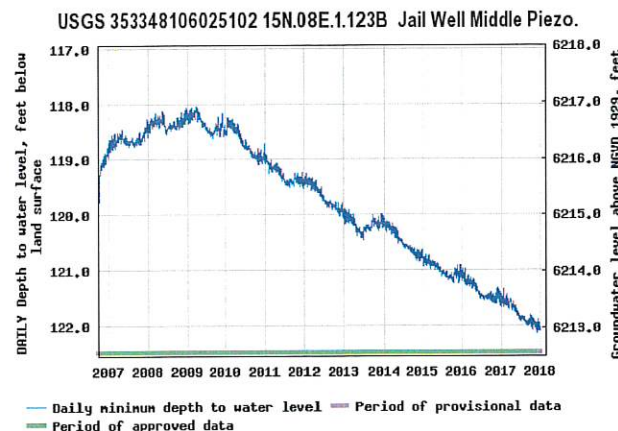


Figure 14. Jail Well middle piezometer. This well is 640 ft deep, completed in the Tesuque Formation aquifer.

(2016), since the 1950s when the wells were first measured, water levels have been declining, between 0.12 and 0.23 feet per year. On the hydrographs that were presented in Johnson et al. (2016) it was noted, however, that at the very end of the data collection period, early 2014, that there did appear to be a slight rise in water levels (Figure 3). With the continued collection of data over the past three years we now have a more clear understanding of the recent water level trends. Starting between 2010 and 2013, water level declines in most wells in the La Cienega area slowed down, and in some cases are now stable or rising (Figure 17).

Changes in the City of Santa Fe water use and sources may play a role in the recent variation in hydrograph trends. In 2010, Santa Fe completed the Buckman Direct Diversion (BDD), which takes San

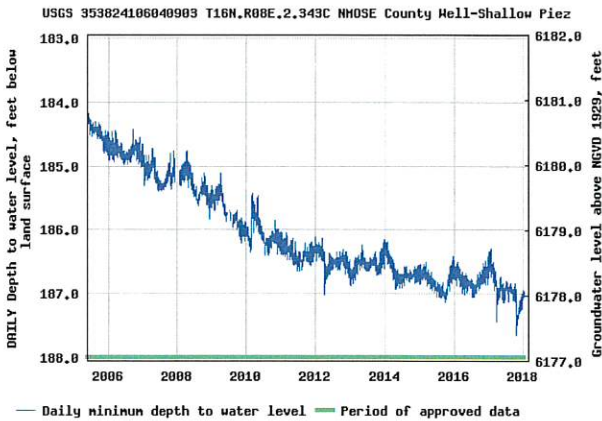


Figure 15. NMOSE County shallow piezometer. This well is 460 ft deep, completed in the Tesuque Formation aquifer.

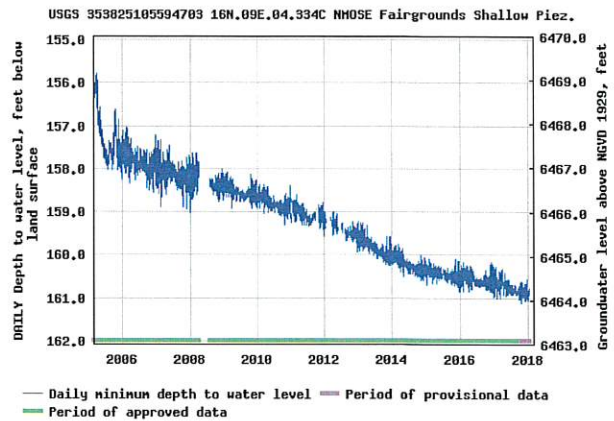


Figure 16. NMOSE Fairgrounds shallow piezometer. This well is 540 ft deep, completed in the Tesuque Formation aquifer.

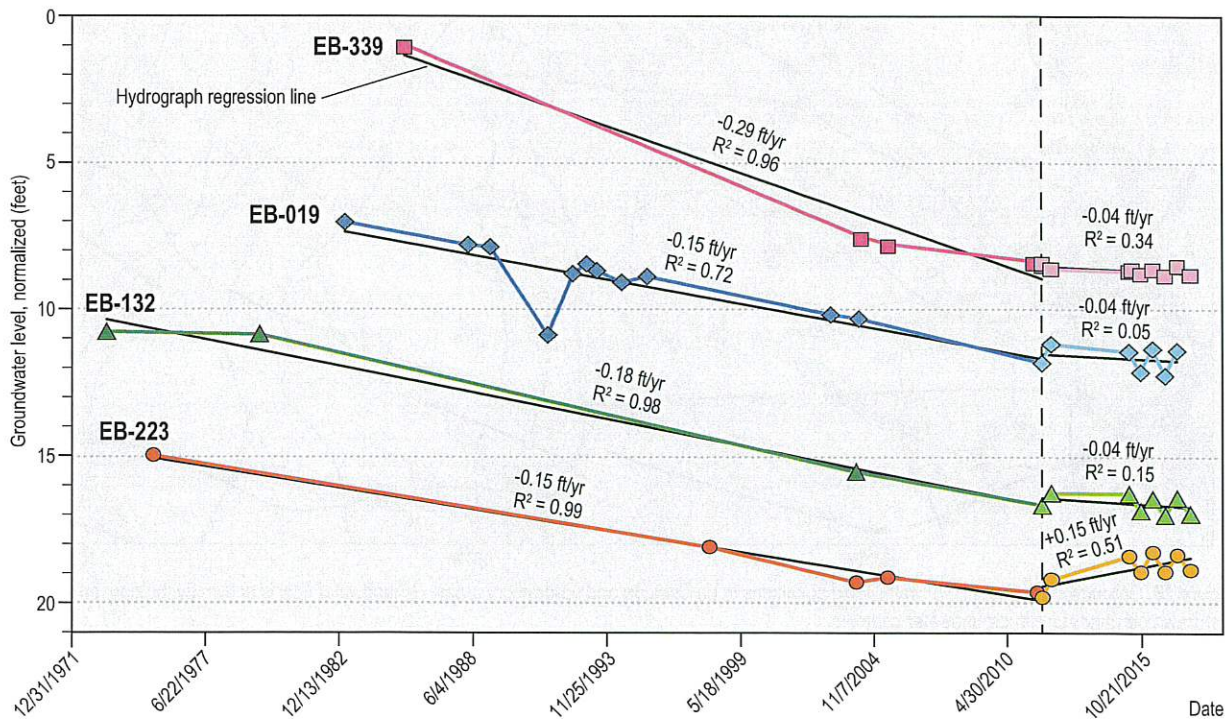


Figure 17. Groundwater hydrographs from four well in the study area that show significant decline for several decades; between 0.29 and 0.15 ft per year. Starting in 2012 the rate of decline was significantly reduced in these wells; between 0.04 ft decline and 0.15 ft per year of recovery.

Juan-Chama surface water from the Rio Grande, and pumps it up to the Santa Fe Water Division. With the help of the BDD supplementing water to the system, Santa Fe has reduced pumping from both the City Well Field, and the Buckman Well Field. Before the BDD, Santa Fe would pump nearly 2500 acre-feet per year (AFY) from the City Well Field, and 5000 AFY from the Buckman Well Field. In 2016, the City Well Field pumped 869 acre-feet, and the Buckman Well

Field pumped 925 acre-feet (City of Santa Fe Water Division, 2017).

Another policy change that may have had an impact on the hydrology in the area was the enactment of the Living River Ordinance. In 2012, the Santa Fe City Council voted to by-pass 1,000 acre feet of water into the Santa Fe River during wet or normal years. This controlled release of water allows the river to flow throughout much of the year. In

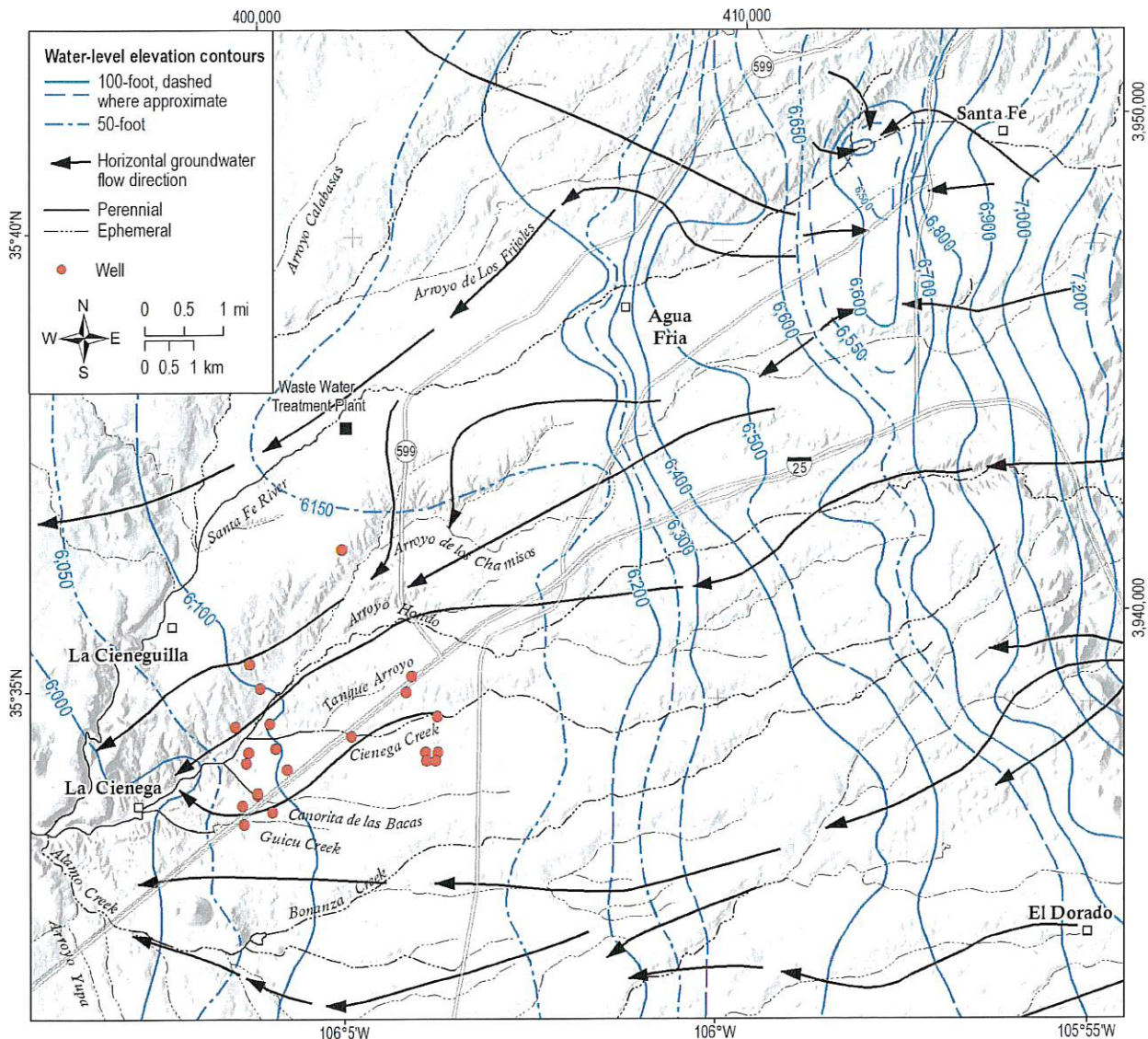


Figure 18. Groundwater map of 2012 water-table conditions in La Cienega and up-gradient areas. Groundwater flow is shown by the dark arrows that are drawn perpendicular to groundwater contours.

addition to the social and community benefits derived from the flowing river, there is likely a significant amount of recharge that occurs along the reach that has been restored (Mcoy et al., 2017). Changes in pumping, as well as the Living River Ordinance likely have a hydraulic impact on La Cienega.

Based on 2012 water level data, groundwater flow paths in area were drawn based on groundwater

flow contours (Johnson et al., 2016) (Figure 18). The water level contours indicate that La Cienega is located at the termination of several flow paths (Johnson et al., 2016). These flow paths originate from both the City of Santa Fe to the northeast and Eldorado to the east. Other regional land and water use changes in the region upgradient also likely impact changes we observe in La Cienega.

IV. CONCLUSIONS

Results of this monitoring project in La Cienega highlight the importance of continued monitoring of groundwater levels in the region. The complexity of the groundwater system in and around La Cienega is indicated by the variety of results. As previous work (Johnson et al., 2016) and deeper groundwater monitoring sites in the Tesuque and Ancha Formation aquifers (i.e. USGS piezometers) have shown, there has been an overall trend of declining groundwater levels around La Cienega. Many of these declining trends have been ongoing since the 1970s. Superimposed on this trend, we also observe shallow groundwater fluctuations on a daily and seasonal time scale. Interestingly, in several of the shallow wells measured in this project that have extended water

level records, we see a trend toward slowing declines (i.e. EB-132) and even some recovery that started in the early 2010s (i.e. EB-223) (Appendix 1). We also see small rises in the Tesuque Formation aquifer at the Santa Fe Airport well (EB-373) (Appendix 1). This contradicts the NMOSE County shallow piezometer, which is also completed in the Tesuque formation (though it is screened 260 feet deeper than EB-373 at the airport). At the NMOSE County shallow piezometer, the water level has dropped 2.5 feet since 2007, though the decline may be slowing down. Measures to reduce the amount of groundwater pumping from the Ancha and Tesuque Formation aquifers, the living river project, and other water conservation practices may be responsible for the slowing rate of decline.

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