

Daniel "Danny" Mayfield
Commissioner, District 1

Virginia Vigil
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

DATE: *April 26, 2012*

TO: *Board of County Commissioners*

FROM: *Adam Leigland, Public Works Department Director* *ALL 4/26/12*

VIA: *Katherine Miller, County Manager*

ITEM AND ISSUE: *BCC Meeting May 8th, 2012*

REQUEST APPROVAL OF AN AGREEMENT BETWEEN SANTA FE COUNTY AND THE STATE OF NEW MEXICO FOR THE LEASE, OPERATION, AND MAINTENANCE OF THE WASTEWATER TREATMENT FACILITY LOCATED AT THE NEW MEXICO STATE PENITENTIARY FOR A PERIOD OF TWENTY-FOUR YEARS (Public Works/Adam Leigland)

BACKGROUND AND SUMMARY:

Santa Fe County has operated the wastewater treatment facility located on the grounds of the New Mexico State Penitentiary since at least 2002 on a year-to-year lease. In exchange for use of the facility, the County provided wastewater service to the Penitentiary and the nearby State Department of Military Affairs complex. In addition to these two institutions, the plant also provides wastewater services to approximately 400 County water and wastewater utility customers in the vicinity of the plant (which include Santa Fe Studios and the County Public Safety Complex).

To promote and support long-term planning and capital improvements, the County has long desired to enter into a long-term lease. Negotiations to do so began in earnest in December, 2010, but for various reasons, including the change of State administration and other turnover at the State level, the negotiations became protracted and were finally concluded in April, 2012. The previous year-to-year lease expired in September, 2011; the new lease is back-dated to October, 2011.

The conditions of the new lease are favorable to the County. It is for 24 years, the longest term allowed without Legislative action. The County will continue to provide wastewater services to the Penitentiary and Military Affairs complex. The County will pay standard operating and maintenance expenses, including utilities. The County pays for capital improvements but can ask the State to share the costs. In exchange, the County pays no rent while the Penitentiary will begin to pay for its wastewater service (the Military Affairs complex already pays approximately

LEASE AND OPERATING AGREEMENT

THIS AGREEMENT for lease and operation of the wastewater treatment plant at the New Mexico State Penitentiary ("Penitentiary") is entered into on this _____ day of _____, 20____, by and between Santa Fe County "County" or "Lessee" and the New Mexico General Services Department, Property Control Division, and the New Mexico Corrections Department, herein referred to as "State" or "Lessor".

WHEREAS, the State of New Mexico Corrections Department owns a wastewater treatment plant and acres of land north of the Penitentiary, which serves the wastewater needs of the Penitentiary;

WHEREAS, for at least ten years, the County of Santa Fe has operated and maintained the wastewater facility under contract with the Penitentiary;

WHEREAS, in 2001 the New Mexico Legislature authorized the Lessor to finalize an agreement with the Lessee for the long term lease of the wastewater facility to the County;

WHEREAS, the County is willing and able to continue to provide water reclamation plant operations, maintenance, repairs, and improvements to the wastewater facility, as it has for most of the past ten years, in compliance with applicable state and federal regulations;

WHEREAS, Santa Fe County intends to develop the wastewater facility into a regional water reclamation facility;

WHEREAS, the continued services by the County's expert personnel for the operations of the wastewater facility would benefit both the people of Santa Fe County and the State of New Mexico, by establishing a mutually beneficial long term relationship;

NOW THEREFORE, in consideration of the foregoing, the covenants herein contained and other good and valuable consideration, Lessor does hereby lease, demise and let unto Lessee, the property herein described for the term set forth herein in accordance with the conditions herein set forth. The parties agree as follows:

1. **DESCRIPTION:** The premises, herein after referred to as "Premises" leased herein, is the real property, generally located in S1/2 of Section 25, T16N, R8E, in Santa Fe County and, more particularly, described on Exhibit A, including the wastewater facility and related infrastructure within the Premises, specifically excluding the force main and lift stations used for conveyance of wastewater originating solely from the Department of Military Affairs complex. In addition the Premises shall include 134.64 acres of land for application of treated effluent and secondary sludge application, as well as those items of equipment listed in Exhibit B, and any expansion or modification of the Facility that may occur after the effective date of this Lease.

2. **TERM:** The term of this Lease shall be Twenty-four (24) years beginning October 1, 2011 and ending September 30, 2035. Lessee shall have the option to renew this Lease for a like term by providing written notice no later than ninety (90) days prior to the expiration of the Lease.
3. **LESSEE'S RENT:** As consideration for the use of the Premises, Lessee agrees to provide wastewater treatment service as needed by the Penitentiary, the Department of Military Affairs complex, and any related facilities that the Penitentiary or the New Mexico Department of Military Affairs complex may develop in the future provided that they comply with all applicable conditions of water and wastewater ordinances of the County.

Lessee shall be entitled to all of the treated water generated by the wastewater facility. Lessee will negotiate in good faith with Lessor in the future if Lessor desires to use any treated water generated from effluent from the Penitentiary.

4. **CONDITION OF PREMISES:** Lessee hereby acknowledges that Lessee has made an on-site inspection of the Premises, that no representations as to the condition of the Premises have been made by Lessor, and Lessee hereby accepts the demised Premises in its present condition.
5. **IMPROVEMENTS:** Lessee may make changes or improvements to the Premises as necessary to improve the Premises and wastewater facility and to provide wastewater service to Lessee's wastewater customers, and perform other work necessary to support wastewater reclamation, water reuse, and aquifer storage, including any work necessary to promote energy conservation and diversification in connection with such primary uses of the Premises. Such improvements shall include, but not be limited to, upgrades required to maintain the NPDES permit, the discharge permit and other regulatory requirements for consumer water use.

Improvements to the Premises shall be submitted to the Lessor for review and comment. Prior to implementation of improvements by Lessee, Lessee shall provide to Lessor a written detailed description of proposed improvements accompanied by cost estimates and a sufficient description to enable Lessor to provide comment. Lessor shall provide timely comment to Lessee regarding Lessee's improvements and such comment shall be provided within thirty (30) days of Lessee's submission of proposed improvements to Lessor. Lessee is not obligated to adopt revisions to the improvements in response to Lessor's comments.

Prior to installation of improvements of the wastewater facility, Lessee may request that Lessor share the costs or expense of the improvements. In the event Lessor declines such request to share costs or expenses and such improvements are not depreciable over the remaining term of the Lease, Lessee has the right to terminate

this Lease by providing Lessor one hundred eighty (180) days advance written notice of the termination.

6. **MAINTENANCE:** Lessee shall be fully responsible for keeping and maintaining the Premises and all improvements hereto in the same condition the Premises was in upon commencement of this Lease, reasonable wear and tear excepted, and shall not suffer or permit any continuing nuisance thereon. Lessee shall effectuate, at its sole expense, any repairs to the wastewater facility necessary for the maintenance and continued operation of the facility. Lessee shall permit Lessor to inspect the Premises upon reasonable notice to the Lessee.

7. **EARLY TERMINATION BY LESSEE:** Lessee may terminate this Lease prior to its expiration as set forth in Paragraph 2 of this Lease, without penalty to the Lessee, upon the following events:
 - A. The New Mexico Legislature or the Santa Fe County Board of County Commissioners fails to make sufficient appropriation to the Lessee to carry out the purpose or terms and conditions of the Lease;
 - B. Lessor declines Lessee's request to share the costs or expenses of non-depreciable improvements to the wastewater facility.

8. **ASSIGNMENT AND SUBLEASING:** Lessee may not assign or sublease this Lease without the express written consent of Lessor. Lessee may sublease the acreage used for discharge upon the express written consent of Lessor, which consent shall not be unreasonably withheld or delayed. Any sublease by Lessee under this provision shall be limited to farming or ranching purposes.

9. **PERSONAL PROPERTY:** All personal property of the Lessee, its employees, agents, customers and invitees kept on the Premises shall be at the sole risk of the Lessee, and Lessor shall not be liable for any damage thereto, unless damages are caused by the actions of the Lessor or its agents.

10. **UTILITIES AND COSTS OF OPERATION:** Commencing upon the effective date Lessee shall be responsible for the provision and payment of any and all utilities and services needed for the operation of the wastewater facility, and shall make provision for the payment of such utilities, including but not limited to electricity, gas, water, phone and broadband. Lessee shall install any meters and other devices as necessary to record or measure wastewater treatment or other services provided to Lessor. Lessee agrees to install meters within the first six (6) months of the term of this Lease.

Lessee shall purchase and install a meter on the sewage line from the Department of Military Affairs in order to measure the sewage conveyed to the wastewater facility.

11. **RATES:** Lessor shall be entitled to dispose of wastewater at the wastewater facility, in accordance with rules and ordinances of the Lessee, and consistent with permits issued by the New Mexico Environment Department and the Environmental Protection Agency.

Lessee has established rates for disposal of wastewater through a cost of service study and those rates are reflected in the Rate and Fee Schedule attached hereto as Exhibit C. Lessee may from time to time modify the Rate and Fee Schedule. Lessor shall pay fifty percent (50%) of the rate charged to other customers in the same rate class as established by the Lessee.

12. **COMPLIANCE WITH LAWS:** Lessee shall comply with all applicable federal, state and local laws and ordinances in the use and operation of the wastewater facility, including laws pertaining to water quality, safety, and protection of the environment. Lessee or its contractor(s) shall, at its expense, make application for and obtain any and all permits necessary for the operation of, and any necessary construction, improvements or expansion of the Premises.
13. **LESSOR'S COOPERATION:** Lessor shall cooperate with Lessee in complying with all pertinent regulatory or legal requirements relating to the operation and/or regulatory permitting requirements related to parts of the wastewater facility which are under the control of the Lessor.
14. **DISCRIMINATION:** Lessee, with respect to employment of its staff and to those persons using the Premises or receiving services from Lessee, shall not discriminate unlawfully with respect to race, sex, national origin, physical handicap, religion or as to any other class protected against discrimination by applicable state or federal law.
15. **NOTICE:** All notices relating to this Lease shall be in writing and shall be delivered to the following addresses and, if mailed, sent certified or registered mail:

LESSOR: Director, Property Control Division
P.O. Box 6850
Santa Fe, New Mexico 87502

and,

Secretary of Corrections
New Mexico Corrections Department
P.O. Box 27116
Santa Fe, New Mexico 87502-0116

LESSEE: Director, Utilities Department
Santa Fe County
P.O. Box 276
Santa Fe, New Mexico 87504

and,

County Attorney
Santa Fe County
102 Grant Avenue
P.O. Box 276
Santa Fe, New Mexico 87504-0276

16. **WAIVER:** No failure on the part of Lessor or Lessee to exercise, or delay in exercising any right, power or privilege hereunder, shall preclude other or further exercise thereof, or exercise of any other right, power or privilege. The right or limitations herein provided are cumulative and not exclusive of any rights and remedies otherwise provided by law or equity.
17. **EXPIRATION:** Upon expiration of the term, including any automatic renewal or early termination of this Lease, or upon termination of this Lease pursuant to Paragraphs 7 or 20, Lessee shall peaceably surrender to Lessor possession of the Premises and all improvements thereon in good condition and repair, reasonable wear and tear excepted.
18. **PROPERTY INSURANCE:** Lessee shall carry and maintain in full force and effect during the term of this Lease, at Lessee's sole cost and expense and as additional rent hereunder, insurance against damage to the Premises, including the wastewater facility. Any such insurance policy or policies shall name the Lessor as an additional insured. Insurance proceeds shall immediately be utilized to cover damage to the leased Premises or wastewater facility.
19. **PUBLIC LIABILITY INSURANCE:** Lessee shall carry and maintain in full force and effect during the term of this Lease, at Lessee's sole cost and expense, public liability insurance in the form and containing coverage limits provided for in the Tort Claims Act, as amended from time to time.
20. **DEFAULT OF LESSEE AND REMEDIES OF LESSOR:** The following shall be "Events of Default" under this Lease:
 - A. Lessee's abandonment of the Premises for a period of thirty (30) continuous days;
 - B. Lessee's breach of, or default under any material term, covenant or condition of this Lease; or
 - C. Lessee's failure to keep in force insurance policies required by this Lease;

D. Lessee's use of the Premises for any purpose that is not authorized by this Lease.

If any Event of Default occurs, Lessor shall give Lessee notice by certified or registered mail specifying the Event of Default that has occurred. Unless the Event of Default is cured within thirty (30) days after receipt of such notice, or unless within the thirty (30) day period Lessee shall have commenced and shall continue to take action to cure the Event of Default, Lessor may terminate this Lease by giving Lessee twenty (20) days written notice thereof by certified or registered mail, and this Lease shall be terminated.

Lessee shall not be liable for any future rental from the date of the termination if this remedy by Lessor is pursued, and Lessor shall not have any further obligation to Lessee under this Lease.

21. USES TO BE MADE OF THE PREMISES: The Premises shall be used for the operation of the wastewater facility and other related purposes. In no event shall the Premises be used for any unlawful purpose or other purpose constituting or creating a public or private nuisance or inconsistent with the terms of this Lease.

22. INGRESS AND EGRESS: The Lessee shall have the right of ingress and egress to the Premises through Lessor's property by existing roads. Lessee shall improve the existing roads to the wastewater facility to the extent Lessee deems necessary. The road improvements shall be solely at Lessee's expense.

At the site where the access road meets the new road constructed by the Lessee, Lessee shall ensure that there is a barricade to prevent use or access by inmates and other uninvited individuals.

23. CONDEMNATION: In the event that any or all of the Premises is subject to Special Alternative Condemnation proceedings under § 42-2-3 NMSA 1978 by any governmental agency prior to the termination of this Lease, if not specifically named in the petition, Lessee may intervene to appear, plead and defend its leasehold interest under this Lease without objection by Lessor.

24. AMENDMENTS IN WRITING: This Lease shall not be altered or amended except by instrument in writing executed by the parties.

25. MERGER OF PRIOR AGREEMENTS: This Lease incorporates all of the conditions, agreements, and understandings between the parties concerning the subject matter of this Lease, and all such conditions, understandings and agreements have been merged into this written Lease. No prior condition, agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Lease.

- 26. **GOVERNING LAW:** This Lease shall be governed by and interpreted in accordance with the laws of the State of New Mexico.
- 27. **TORT LIABILITY:** By entering into this Lease, the parties and their “public employees” as defined in the New Mexico Tort Claims Act do not waive any sovereign immunity or other defense or other limitation of liability. No provision of this Lease modifies or waives any provision of the New Mexico Tort Claims Act.
- 28. **THIRD PARTY:** No provision of this Lease is intended to create in the public or any member thereof any third-party beneficiary or to authorize anyone not a party to this Lease from maintaining suit there under.
- 29. **LESSOR/LESSEE RELATIONSHIP:** Nothing in this Lease is intended or should be construed in any way, the Lease is intended or should be construed in any way, to create or establish a partnership relationship between the Lessor and Lessee or to establish either party or an employee of either party as an agent, representative or employee of the other for any purpose whatsoever.

IN WITNESS WHEREOF, the parties have executed this agreement this _____ day of _____, 20_____.

LESSOR: State of New Mexico General Services Department

Director, Property Control Division

ACKNOWLEDGMENT

Property Control Division

STATE OF NEW MEXICO)

) ss.

COUNTY OF SANTA FE)

The foregoing instrument was acknowledgement before me this _____ day of _____, 20____ by Property Control Division.

Notary Public

My Commission Expires: _____

Secretary of the New Mexico Corrections Department

STATE OF NEW MEXICO)

) ss.

COUNTY OF SANTA FE)

The foregoing instrument was acknowledgement before me this _____ day of _____, 20____ by the Secretary, New Mexico Corrections Department.

Notary Public

My Commission Expires: _____

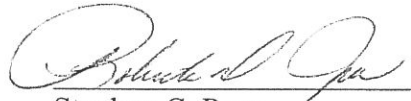
LESSEE: Santa Fe County

Santa Fe Board of County Commissioners

Approved as to form:

Liz Stefanics, Chair

Date: _____


Stephen C. Ross
Santa Fe County Attorney

ATTEST TO:

Valerie Espinoza
Santa Fe County Clerk

Date: _____

Finance Department


Teresa Martinez, Finance Director

Date: 2/10/2012

**NM State Penitentiary
WWSYSTEM Premises SF County
Leased Property**

LEASE BOUNDARY

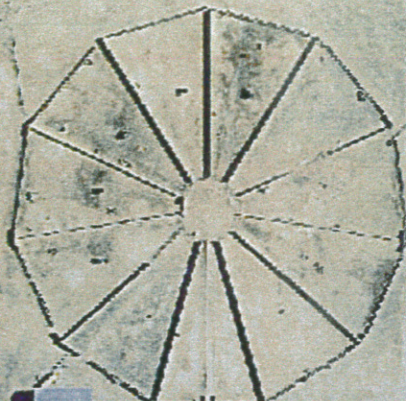
16



SF COUNTY
FM SANITARY
SEWER

PERMIT REQUIRED
PERMIT #DP234
CURRENT AREA OF IRRIGATION
42 ACRES

LEASE BOUNDARY



NM14

NATIONAL GUARD
GRAVITY ALIGNMENT

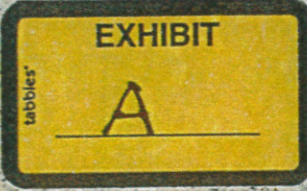
EXISTING GRAVITY
SANITARY SEWER
AND
MANHOLES

PROPOSED
CATTLE GUARD

PROPOSED
CATTLE GUARD

LEASE BOUNDARY

PROPOSED SF COUNTY ENTRANCE
PER LEASE BOUNDARY AS SHOWN



PERMIT REQUIRED
PERMIT #DP234
CONTINGENT AREA OF IRRIGATION
31 ACRES

LEASE BOUNDARY

- LEGEND**
- NM State Penitentiary Lease Boundary
 - Current Area of Irrigation
 - Contingent Area of Irrigation
 - SF County/N.G. Gravity/FM Alignment
 - GPS Roads
 - SF County Proposed Access
 - Proposed Cattle Guards

1:3,600
1 inch represents 300 feet
Aerial Photography from 2008



January 24, 2012

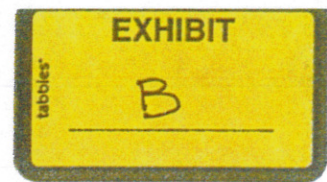


Exhibit B

General Inventory of Equipment of the Premises

- A. General office equipment
- B. Laboratory equipment
Bottles, dishes, filters, funnels, flasks, stoppers,
forceps, glass rods, touch counter, microscope,
cover glasses, nitrogen and oxygen analyses
packs, dissolved oxygen meter,
PH electronic tester and various pipets
- C. Pumps, aerators, tools and equipment

**Santa Fe County Utilities Department
Rate and Fee Schedule**

WATER METER BASE CHARGE PER MONTH		
Meter Size	Residential	Non- Residential
5/8"	\$14.50	\$30.68
3/4"	\$15.68	\$43.59
1"	\$17.99	\$69.42
1 1/2"	\$38.99	\$133.99
2"	\$40.42	\$211.46
3"	\$61.08	\$407.77
4"		\$484.45
6"		\$964.05
8"		\$1,539.58
10"		\$2,138.00

WATER USAGE CHARGE PER MONTH		
Quantity	Residential	Non-Residential
First 5,000 Gallons	\$6.12	\$5.91
Next 5,000 Gallons	\$8.43	\$8.16
Next 5,000 Gallons	\$13.02	\$12.65
Above 15,000 Gallons	\$17.62	\$17.07

Quantity	Whole Sale -1	Whole Sale - 2	Mutual Domestic
Per 1,000 Gallons	\$5.47	\$4.01	\$5.03

WATER SERVICE CONNECTION FEE				
Meter Size	Residential	Non-Residential	Whole Sale	MD/Gov/ Inst
5/8" - 3/4"	\$2,750			
1" - 1 1/2"	\$3,385			
2" - 3"	\$6,835			
4"		\$18,602	\$18,602	\$16,742
6"		\$31,925	\$31,925	\$28,727
8"		\$92,377	\$92,377	\$83,135
10"		\$129,769	\$129,769	\$116,792

WATER /WASTEWATER SERVICE STANDBY FEE	
All Meter Sizes	\$3.55 Per Month

* Whole Sale 1 - Potable Water

* Whole Sale 2 - Non-Potable Water

* All Applicable Utility Expansion Charges (UEC) Apply Per SFC Utilities Water Ordinance

SEWER BASE RATE PER MONTH	
All Sewer Services	\$6.54

SEWER USAGE RATE PER MONTH		
Quantity	Residential	Non-Residential
Per 1,000 Gallons	\$4.21	\$4.21
Standby	\$1.75	\$1.75

FOR AFTER HOUR EMERGENCIES CALL 1-866-885-6623

* Late Payment Penalty of 1.5%

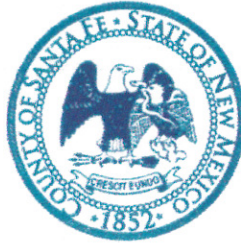
* Insufficient Funds Penalty of \$30.00

Effective 7/1/2011

Daniel "Danny" Mayfield
Commissioner, District 1

Virginia Vigil
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

DATE: *April 26, 2012*

TO: *Board of County Commissioners*

FROM: *Adam Leigland, Public Works Department Director* *KL 4/27/12*

VIA: *Katherine Miller, County Manager*

ITEM AND ISSUE: *BCC Meeting May 8, 2012*

RESOLUTION 2012-___ A RESOLUTION AUTHORIZING THE COUNTY MANAGER TO SIGN AN AMENDED AGREEMENT BETWEEN SANTA FE COUNTY AND THE STATE OF NEW MEXICO FOR THE LEASE, OPERATION, AND MAINTENANCE OF THE WASTEWATER TREATMENT FACILITY AT THE STATE PENITENTIARY

BACKGROUND AND SUMMARY:

An agreement between Santa Fe County and the State of New Mexico for the lease, operation, and maintenance of the wastewater treatment facility at the State Penitentiary is being presented to the Board of County Commissioners for approval on May 8th, 2012. If and when the Board approves it, the agreement must then go to the State Board of Finance for approval, which is expected to occur at the Board of Finance's next meeting, currently scheduled for May 21st, 2012.

The Director of the Board of Finance has recommended that if the County Commission approves the lease at the May 8th meeting, it be approved subject to any changes required by the Board of Finance, and that in the interest of expediency, the County Manager be authorized to sign an amended agreement if the amendments are deemed non-substantive.

REQUESTED ACTION:

The Board of County Commissioners approve a resolution authorizing the county manager to sign an amended agreement between Santa Fe County and the State of New Mexico for the lease, operation, and maintenance of the wastewater treatment facility at the State Penitentiary.

THE BOARD OF COMMISSIONERS OF SANTA FE COUNTY

RESOLUTION No. 2012-

A RESOLUTION AUTHORIZING THE COUNTY MANAGER TO SIGN AN AMENDED AGREEMENT BETWEEN SANTA FE COUNTY AND THE STATE OF NEW MEXICO FOR THE LEASE, OPERATION, AND MAINTENANCE OF THE WASTEWATER TREATMENT FACILITY AT THE STATE PENITENTIARY

WHEREAS, the Santa Fe County Board of County Commissioners (BCC) approved an agreement between Santa Fe County and the State of New Mexico for the lease, operation, and maintenance of the wastewater treatment facility located at the New Mexico State Penitentiary on May 8th, 2012;

WHEREAS, the State Board of Finance must also approve the agreement and is expected to do so at their next scheduled meeting;

WHEREAS, the State Board of Finance may make non-substantive changes to the agreement;

WHEREAS, it is in the County's interest to have an approved and executed agreement as soon as possible.

NOW, THEREFORE, BE IT RESOLVED by the BCC that, if the State Board of Finance makes non-substantive changes to the subject lease agreement, the County Manager has the authority to sign the amended agreement.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2012

THE BOARD OF COUNTY COMMISSIONERS
OF SANTA FE COUNTY

By: _____
Liz Stefanics, Chair

Attest:

Valerie Espinoza, Santa Fe County Clerk

Approved as to Form:

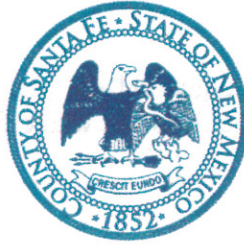


Stephen Ross, County Attorney

Daniel "Danny" Mayfield
Commissioner, District 1

Virginia Vigil
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

DATE: *April 26, 2012*

TO: *Board of County Commissioners*

FROM: *Adam Leigland, Public Works Department Director* *AL*

VIA: *Katherine Miller, County Manager*

4/26/12

ITEM AND ISSUE: BCC Meeting May 8, 2012

REQUEST AUTHORIZATION TO PUBLISH TITLE AND GENERAL SUMMARY OF ORDINANCE 2012-___, AN ORDINANCE AMENDING ORDINANCE NO. 2010-5, SECTION 13, PARAGRAPH (A)(1) TO EXTEND THE TIME DURING WHICH PERMITS WILL REMAIN VALID, AND SECTION 13, PARAGRAPH (A)(4) TO SUSPEND SCHEDULED FEE INCREASES FOR RESIDENTS OUTSIDE OF INCORPORATED AREAS FOR TWENTY-FOUR TRIP PERMITS FOR FY 13 AND THEREAFTER. [Public Works/Adam Leigland](#)

BACKGROUND AND SUMMARY:

The current Santa Fe County solid waste management ordinance contains a fee structure in which residential customers can buy either a one-time pass for \$15 or a 24-punch annual pass for \$75. The annual passes expire at the end of the fiscal year. The ordinance includes an automatic annual pass price increase to \$85 on July 1, 2012. The Board of County Commissioners has asked for a re-evaluation of this solid waste fee structure. In response, staff is recommending an ordinance amendment that places an indefinite moratorium on all scheduled residential fee increases. Staff is also recommending that the 2012 solid waste permit expiration date be extended one month, through July 31, 2012.

This amendment is seen as a temporary measure. On April 10, 2012, the BCC adopted Resolution 2012-52, a resolution "Establishing a Solid Waste Task Force." The purpose of the task force is to review the existing solid waste program and make change recommendations to the BCC. It is anticipated that the task force will recommend much more comprehensive and wholesale changes to the solid waste management policy. Staff plans to present names of interested constituents at the May 29, 2012, BCC meeting for appointments to the task force, convene the task force in June, 2012, and, present its findings and recommendations to the BCC in December 2012.

THE BOARD OF COUNTY COMMISSIONERS OF
SANTA FE COUNTY

ORDINANCE NO. 2012 – ____

AN ORDINANCE AMENDING ORDINANCE NO. 2010-5, SECTION 13,
PARAGRAPH (A)(1) TO EXTEND THE TIME DURING WHICH PERMITS
WILL REMAIN VALID, AND SECTION 13, PARAGRAPH (A)(4) TO SUSPEND
SCHEDULED FEE INCREASES FOR RESIDENTS OUTSIDE OF
INCORPORATED AREAS FOR TWENTY-FOUR TRIP PERMITS FOR FY 13
AND THEREAFTER

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF
SANTA FE COUNTY THAT SECTION 13, SERVICE FEES, PARAGRAPHS
(A)(1) AND (A)(4) OF ORDINANCE NO. 2010-5 ARE AMENDED AS FOLLOWS:

Section One. Amendment of Section 13(A)(1) of Ordinance 2010-5:

The second to the last sentence of Section 13(A)(1) is repealed and replaced with
the following:

“Residential Solid Waste Permits are valid for thirty days after the year printed on
the permit.”

Section Two. Amendment of Section 13(A)(4) of Ordinance 2009-5:

Section 13(A)(4) (Schedule of Residential Solid Waste Permit Fees for Residents
Outside of Incorporated Areas) is amended to indefinitely suspend fee increases for
residents outside of incorporate areas for twenty-four trip permits for FY 13 and
thereafter.

Section Three. Effective Date.

This Amendment shall become effective thirty days after recordation pursuant to
NMSA 1978, Section 4-37-9(1975).

PASSED, ENACTED AND ADOPTED THIS ____ DAY OF _____, 2012.

BOARD OF COUNTY COMMISSIONERS
OF SANTA FE COUNTY

Liz Stefanics, Chair