

SANDOVAL COUNTY ADMINISTRATIVE OFFICES



BOARD OF COUNTY COMMISSIONERS

SANDOVAL COUNTY BOARD OF COMMISSIONERS REGULAR MEETING AGENDA COMMISSION CHAMBERS AUGUST 24, 2017 - 6 P.M.

DON G. CHAPMAN
District 3, Chairman

DAVID J. HEIL
District 4, Vice Chairman

VACANT
District 1

JAY C. BLOCK
District 2

F. KENNETH EICHWALD
District 5

DIANNE MAES
County Manager

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. INTRODUCTIONS & ANNOUNCEMENTS
4. COMMENTS FROM THE PUBLIC
5. PRESENTATIONS & PROCLAMATIONS
 - A. Storehouse West Food Pantry and Kids Closet
(Kjersten Paschall, Assistant to the Executive Director)
 - B. CNM Digital Media Lab Annual Report for FY16-17.
(Victoria Stark-Romero, Digital Media Lab Liaison)
6. APPROVAL OF AGENDA
7. CONSENT AGENDA
 - A. Approval of Minutes from the Regular Meeting of August 10, 2017
 - B. Approval to Extend the Agreement between Sandoval County and the New Mexico- Aging and Long-Term Services Department to Continue the Bernalillo Senior Center Planning, Design and Construction Administration Phase.

8. SANDOVAL COUNTY COMMISSION
(Don Chapman, Chairman)

Request for a Motion to Allow the Board of County Commission to Review and Discuss the Proposed Oil and Gas Ordinance as Brought Forth by Planning and Zoning Commissioner Dan Stoddard.

9. COUNTY BUSINESS DEVELOPMENT
(Antoinette Vigil, Director and Fred Marquez, Construction & Special Projects Manager)

Request for a Motion to Approve Resolution. No. 8-24-17.9. Declaring the Intent to Adopt the 2019-2023 Sandoval County Infrastructure Capital Improvement Plan, to Identify and Select Projects for Short and Long Range Planning. The State Requires that the County Submits an ICIP to DFA in Order to Receive Legislative Funding for Capital Projects.

10. COMMENTS FROM THE COMMISSIONERS

11. ADJOURN

**Sandoval County Board of County Commissioners
Agenda Item Summary**

Regular Meeting

Meeting Date: 08/24/2017
Requestor: Maria Encinias, Administration
Commissioner Sponsored: Yes
District: District 2
Agenda: Presentation

Information

Action Requested:

Storehouse West Food Pantry and Kids Closet
(Kjersten Paschall, Assistant to the Executive Director)

Why Action Is Necessary (Summary):

Recommendations:

Recommended Approval:

Department Director/Elected Official	Attorney As to Form	Finance Budget	County Manager	Other
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Fiscal Impact

Attachments

Storehouse West Presentation




STOREHOUSE WEST

Serving the Community of Sandoval County since 1992



Our Mission


Storehouse West is an emergency food shelter. It is a qualified non-profit, tax-exempt volunteer 501 (c) (3) corporation providing monthly food and personal hygiene supplies to low-income families and adults, new and gently-used clothing to children from infancy through high school, and utility funding assistance for qualifying residents of Sandoval County.





Storehouse West Services


Storehouse West provides each household with the equivalent of 21 meals every month including products such as meat, dairy, bread, produce, and other non-perishable food items. Most of our food items are purchased with grant money at discounted prices from the Roadrunner Food Bank and the remainder is purchased from local grocery stores.





Storehouse West History

Storehouse West was founded to help low-income the residents of Sandoval County. On March 19, 1992, the first Board of Directors signed the Articles of Incorporation that enabled the pantry to provide emergency food assistance to qualifying residents. Through the on-going financial and volunteer support of its residents, civic, business, religious, and service organizations, Storehouse West is able to provide food and clothing to those in need.



Sandoval County Data Statistics*

• Sandoval County Population	137,600
• Households	48,000
• Persons Per Household	2.8
• Retirees Older Than 65	20,000 (15%)
• Veterans	14,500 (11%)
• Disabled	11,600 (8%)
• Impoverished	17,300 (13%)

• U.S. Census Bureau 2015

Client Information

• Active Annual Client Visits	6,367
• Total Number of Adults and Children Served	17,717
• Average Household Size	2.7
• Clients Per Month	530
• Seniors/Adult Visits	4,579 (72%)
• Family Visits	1,788 (28%)
• Total Meals (21 meals per week)	133,350
• Distributed Food Weight	21,942 lbs monthly / 263,306 lbs annually

Schools and Senior Centers Served

Jemez

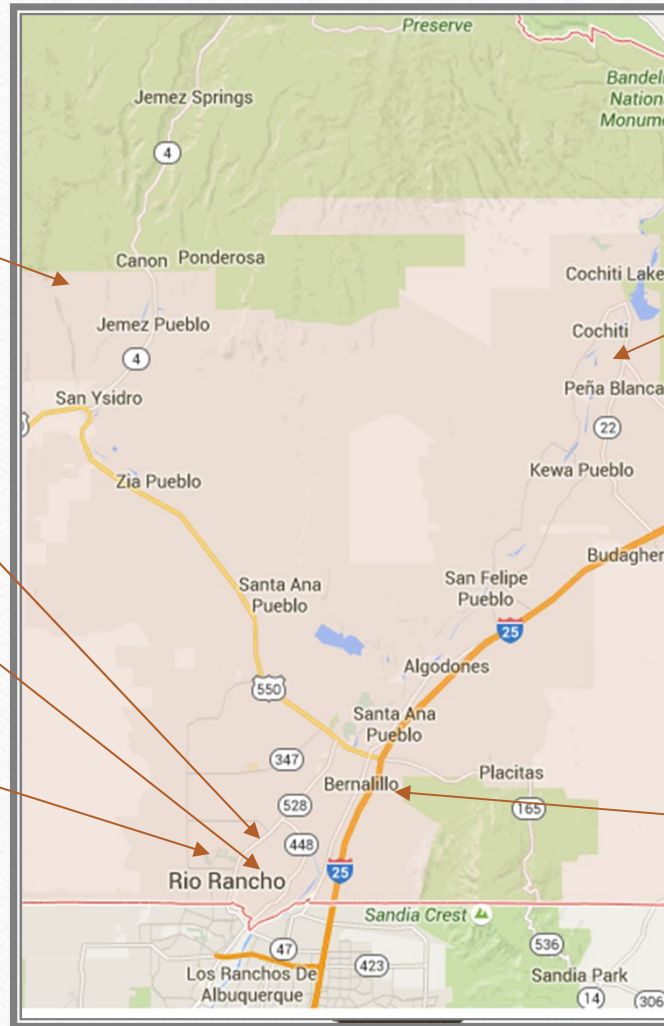
Pena Blanca

Cielo Azul Elementary

Vista Grande

Buena Vista

Bernalillo



Food Costs

- Average Pantry Food Cost Per Client* \$21
- % Food Cost 16% (\$21,987)
- % Administrative and Operating Cost 84% (\$110,671)

- *Inclusive of all pantry expenses of \$132,658 for FY 2016-17

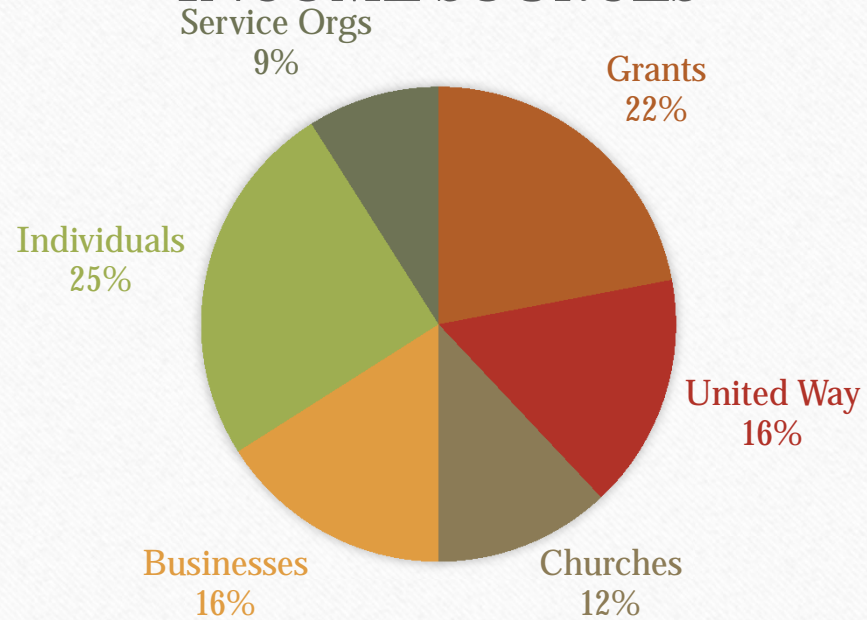
Volunteers

- 100 Volunteers @ 10,000 hours per year



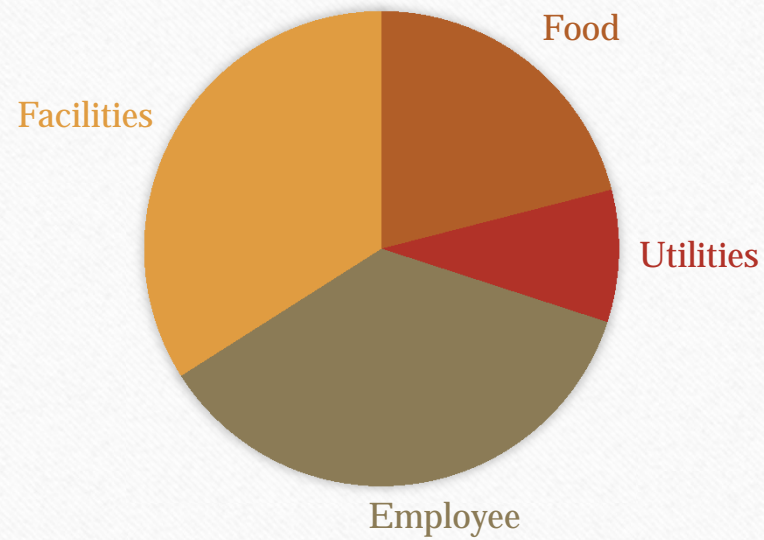
Income

INCOME SOURCES



Expenses

EXPENSE DISTRIBUTION



Storehouse West



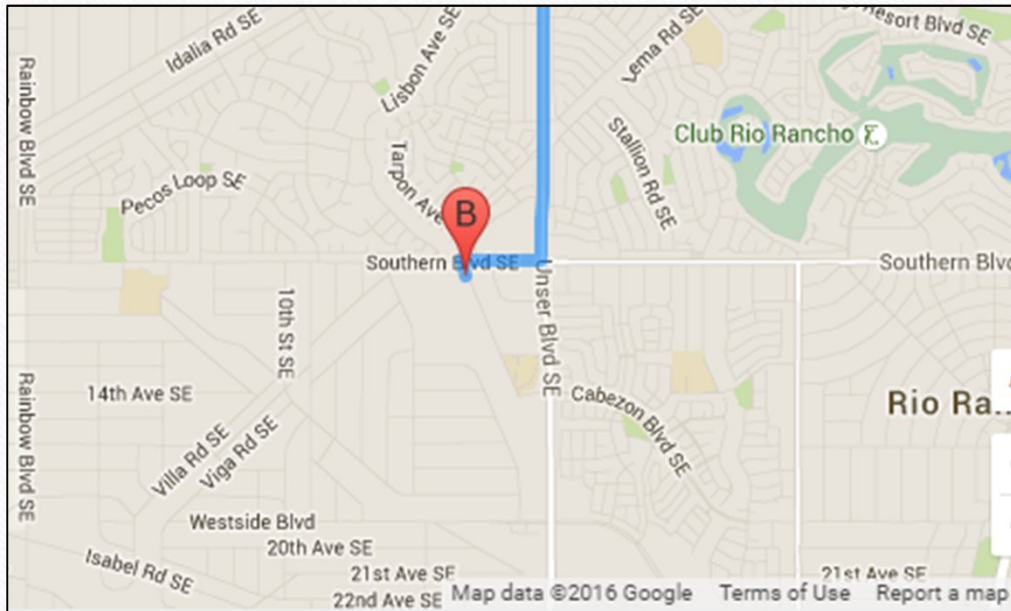
Pantry Hours

- Monday* 9:00 am to 1:30 pm
- Wednesday 12:00 pm to 4:30 pm
- Friday* 9:00 am to 1:30 pm
- 2nd and 4th Saturdays 9:30 am to 11:30 am

● * Closed for lunch from 12:00 to 12:30 pm

Directions and Location

1030 Veranda Drive SE, Suite F



- www.storehousewestnm.org
- 505-892-2077
- Travel .3 miles west on Southern from the intersection of Unser and Southern Blvd
- Turn left on Veranda Drive immediately past the Tarpon stop light
- Proceed 340 feet to our building located on the left hand side of the street

Fundraisers and Grants

- Individuals (26%)
- Churches (12%)
- Service Organizations (9%)
- Businesses (10%)
- United Way (16%)
- Waste Management (6%)
- EFSP Federal Grant (4%)
- Other (11%)



Local Food Drives

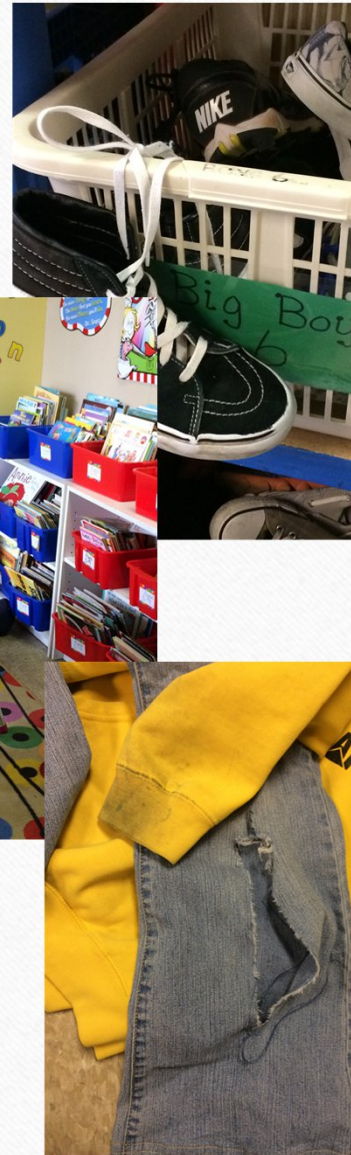
- USPS Food Drive
- Alliance Data
- Allegria Neighborhood Assn
- Coldwell Banker Legacy
- Girl Scouts of America
- Century Link
- RRPS
 - RRPS School District
 - Rio Rancho Middle School
 - Vista Grande
 - Sue Cleveland
 - Rio Rancho Elementary
- Most area churches

Food Donation Suggestions

- Dry Beans
- Rice
- Canned
 - Vegetables
 - Fruit
 - Meat
 - Tomato Products
 - Beans
 - Pasta
- Peanut Butter
- Jelly
- Pasta
- Ramen Noodles
- Cereal
- Crackers
- Cake Mixes/Frosting
- Other Non-Perishable Pantry Staples

Kid's Closet Donations

- New socks, underwear, and shoes
- Gently used clothing
- Clean and appropriate books and toys
- Newborn through high school clothing sizes
- Only donate usable and appropriate clothing items to the KCC



Facts About the Kid's Closet

- Four seasonal changes of clothing are provided to the children of families each year
- The KCC is only non-profit kids closet in Rio Rancho
- 617 families were served last year
- \$1,600 was spent on the purchase of new socks and underwear
- On-going donations of kids' clothing, cleaning products, trash bags, and cash for clothing and up-keep are encouraged

Sandoval County Board of County Commissioners

Regular Meeting

Meeting Date: 08/24/2017

Requestor: Maria Encinias, Administration

Item: Presentation

Information

Summary:

CNM Digital Media Lab Annual Report for FY16-17.
(Victoria Stark-Romero, Digital Media Lab Liaison)

Attachments

No file(s) attached.

Sandoval County Board of County Commissioners

Regular Meeting

Meeting Date: 08/24/2017

Requestor: Monica Archibeque, Clerk's Office

Item: Minutes

Information

Summary:

Approval of Minutes from the Regular Meeting of August 10, 2017

Attachments

8/10/17 Minutes

SANDOVAL COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING MINUTES
COMMISSION CHAMBERS
AUGUST 10, 2017 – 6 P.M.

1. CALL TO ORDER

Chairman Chapman called meeting to order at 6:07 p.m. Present were Chairman Chapman, Vice Chairman Heil, Commissioner Block and Commissioner Eichwald.

2. PLEDGE OF ALLEGIANCE

Pledge of allegiance was led by County Clerk Eileen Garbagni.

3. INTRODUCTIONS & ANNOUNCEMENTS

Commissioner Block shared sad news that the Peace Lutheran Church was recently burned down. He reported that the person responsible was caught and he asked for prayers for the members of the church. Commissioner Eichwald wished Clerk Garbagni a happy birthday.

4. COMMENTS FROM THE PUBLIC

Ronald Lucero spoke about a matter in Cabezon. See attached. Jennifer Garcia a Rio Rancho resident spoke about trash pickup in her area. Wayne Armstrong spoke in favor of the proposed agreement with Lafarge/Vulcan. County Treasurer Laura Montoya spoke about the lack of communication regarding terminations and resignations within the County. Also she voiced concerns about security issues, system changes and the climate assessment. Marie Haycock a resident of San Pedro Creek Estates spoke about an abandoned trailer in her neighborhood that she feels is a safety hazard.

5. PRESENTATIONS

A. Federal Emergency Management Agency Acknowledgement of Fire Chief James Maxon for his Participation in the U.S. Fire Administration's National Fire Academy and Successfully Completing the Executive Fire Officer Program and the Required Applied Research.
(Don Chapman, Chairman)

Chairman Chapman and all the Commissioners congratulated Fire Chief James Maxon on his completion of the Executive Fire Officer Program. The Commissioners presented him with a plaque.

B. National Association of Counties Annual Conference Healthy Counties: Early Childhood Development Summit July 22, 2017
(David Heil, Commissioner)

Vice Chairman Heil briefed the Commissioners on the NACo annual meeting he attended recently. See attached.

- C. Century Link will discuss the Connect America Fund provided by the FCC and accepted by Century Link last year and also the FCC requirements for County qualifications.
(Leo Baca, Government Affairs Director)
Century Link Government Affairs Director Leo Baca spoke about the Connect America Fund.
See attached.

- D. Coronado Soil and Water Conservation District to Acknowledge Lee Yardman, Sandoval County Public Works Department, Ted Montoya, former Coronado SWCD Board Member and to a Sandoval County Resident, in Appreciation of their Exemplary Work in Maintaining the Piedra Lisa Dam, which Protects the North end of Bernalillo and surrounding area in the event of Catastrophic Precipitation Events
(Lynn Montgomery, Chair)
Coronado Soil and Water Conservation District Chair Lynn Montgomery presented awards to Lee Yardman and Ted Montoya for their work in maintaining the Piedra Lisa Dam.

- E. Sandoval Economic Alliance Quarterly Update
(Steve Jenkins, CEO & President of Sandoval Economic Alliance)
CEO & President of SEA Steve Jenkins provided the Commissioners with a quarterly update.
See attached.

6. APPROVAL OF AGENDA

Chairman Chapman added the following language to agenda item 14A: this agenda item will involve discussion of personnel matters and interim administration staffing of the Sandoval County Detention Center. Commissioner Block motion to approve as amended, second by Commissioner Eichwald. Clerk Garbagni called for vote. Motion passed. Vote was unanimous.

7. CONSENT AGENDA

- A. Approval of Minutes from the Regular Meeting of July 27, 2017
- B. Approval of a Professional Services Agreement between Sandoval County and Rio Rancho Public Schools for the Juvenile Justice Program Alternative Educational Setting Program (AES)/ \$48,675.00
- C. Approval of a Professional Services Agreement between Sandoval County and Rio Rancho Public Schools for the Juvenile Justice Program Alternative Educational Setting Program (AES) County Match/ \$24,057.00
- D. Approval of a Professional Services Agreement between Sandoval County and Bernalillo Public Schools for Juvenile Justice Program Learning Lab/ \$48,400.00
- E. Approval of a Professional Services Agreement between Sandoval County and Bernalillo Public Schools for the Juvenile Justice Program Learning Lab- County Match / \$4,400.00
- F. Approval of a Professional Services Agreement between Sandoval County and Bernalillo Public Schools for the Dare to Be You Program to be provided at the Bernalillo Middle, Santo Domingo and Cochiti Schools.
- G. Approval of a Professional Services Agreement between Sandoval County and Bernalillo Public Schools for the Dare to Be You Program to be provided at the Bernalillo Middle, Santo Domingo and Cochiti Schools

Commissioner Eichwald voiced concern about the services in the northern part of the County. Commissioner Block motion to approve, second by Vice Chairman Heil. Clerk Garbagni called for vote. Motion passed. Vote was unanimous.

8. SANDOVAL COUNTY COMMISSION

(Don Chapman, Commission Chairman)

Request for a Motion to Approve Settlement Agreement in Board of County Commissioners v. Lafarge, et al., D-1329-CV-2014-00589

Several concerned citizens spoke about the proposed settlement agreement.

Vice Chairman Heil motion to approve, second by Commissioner Block. Clerk Garbagni called for vote. Motion passed. Vote was unanimous.

9. DIVISION OF PLANNING & ZONING

(Brad Stebleton, Senior Planner)

A. Request for a Motion to Approve the Donation of Parcels A & B, Nazcon Subdivision, as Shown on the Plat Thereof Recorded in Volume 2, Folio 360-B of the Records of The Sandoval County Clerk on August 24, 1981, to the Southern Sandoval County Arroyo Flood Control Authority (SSCAFCA)

Vice Chairman Heil motion to approve, second by Commissioner Eichwald. Clerk Garbagni called for vote. Motion passed. Vote was unanimous.

B. Request for a Motion to Approve VAC-17-003 Request by Harris Surveying, Agent for Ronnie & Virginia Herrera, for Vacation of a 12 foot Right of Way Easement located within Lots 10 & 11, La Petacca, Ponderosa, Sandoval County, New Mexico as shown on the Plat thereof recorded in the Office of the Sandoval County Clerk.

Commissioner Block motion to approve, second by Vice Chairman Heil. Clerk Garbagni called for vote. Motion passed. Vote was unanimous.

10. DIVISION OF HUMAN RESOURCES

(Patricia Miller, Director)

Request for a Motion to Approve the Proposed Employee Climate Assessment Survey Instrument and Authorize Insightlink Communications to Implement and Administer the Climate Assessment Process on Behalf of Sandoval County.

Director Miller briefed the Commissioners on the climate assessment. Commissioners asked questions and made comments.

Commissioner Block motion to approve, second by Commissioner Eichwald. Clerk Garbagni called for vote. Motion passed. Vote was unanimous.

11. DIVISION OF INFORMATION TECHNOLOGY

(Jerri Paul-Seaborn, Director)

Request for a Motion to Approve (4) Sandoval County Information Security Policies. Acceptable Use of IT Resources, Physical Security for IT, System and Network Administrators and Media Handling and Destruction.

Vice Chairman Heil motion to approve, second by Commissioner Block. Clerk Garbagni called for vote. Motion passed. Vote was unanimous.

12. DIVISION OF PUBLIC WORKS

(Tommy Mora, Director)

Request for a Motion to Approve the Agreement for the Provision of Solid Waste Services in the Unincorporated Areas of Sandoval County Excluding Placitas.

Director Mora and Financial Advisor Rob Burpo briefed the Commission on the proposed agreement. Director Mora went over amendment made to Attachment 1, page 10, paragraph 2 to read: The Contractor's cost for disposal of Sandoval County-generated waste at the Sandoval County Landfill will be \$14.50 per ton, unless rates are increased by the Board of County Commissioners at which time the rates can be renegotiated. Advisor Burpo advised the Commission to attach the letter from Universal Waste Systems, Inc. to the agreement as Attachment 2.

Commissioner Block motion to approve as amended, second by Commissioner Eichwald. Before a vote was taken Commissioners made comments and asked questions. Also several concerned residents including representatives from Road Runner Waste Services Inc and Waste Management Company spoke about the agreement.

Commissioner Eichwald motion to approve as amended, second by Vice Chairman Heil. Clerk Garbagni called for vote. All Commissioners clarified their vote was for approval of the amended agreement. Motion passed. Vote was unanimous.

13. COMMENTS FROM THE COMMISSIONERS

Commissioner Block thanked Commissioner Eichwald for inviting him to the Sandoval County Fair in Cuba and he thanked the town of Cuba for welcoming him and his daughter. Chairman Chapman mentioned for the first time the last Planning & Zoning meeting was streamed live online. During the P&Z meeting the P&Z Commissioner from District 3 proposed an oil and gas ordinance. Chairman Chapman provided a copy to the Commissioners for their review.

Chairman Chapman received an update from the NM Governor's Office regarding the replacement Sandoval County Commissioner for District 1. He stated that the applicants' background checks are underway and they are estimating an appointment will be made in thirty days or less.

Chairman Chapman attended a ribbon cutting for a flood control project called the Alberta Watershed Draining Improvement Project he thanked all involved for their efforts and for the record he thanked State Representative Powdrell, Representative Jason Harper and Senator Craig Brandt. Chairman Chapman and County Manager Maes constructed a letter in support of the PDV project and he encouraged all Commissioners to sign it.

14. CLOSED SESSION

A. Personnel Matters in Accordance with the Open Meetings Act, NMSA 1978, Section 10-15-1(H)(2)

B. Limited Personnel Matters to Discuss the County Attorney Position, in Accordance with the Open Meetings Act, NMSA 1978, Section 10-15-1(H)(2)

Chairman Chapman read the motion to go into closed session to discuss personnel matters in accordance with the Open Meetings Act specifically for agenda item 14A to have a discussion of personnel matters and interim administration staffing of the Sandoval County Detention Center, second item is limited personnel matters to discuss County Attorney position in accordance with the Open Meetings Act.

Vice Chairman Heil motion to enter into closed session at 9:38 p.m., second by Commissioner Block. Clerk Garbagni called for vote. Motion passed. Vote was unanimous.

Chairman Chapman reconvened meeting at 11:08 p.m. and stated personnel matters in accordance with the Open Meetings Act which also included discussion of personnel matters and interim administration staffing of the Sandoval County Detention Center, no final action was taken. Chairman Chapman stated in regards to agenda item 14B limited personnel matters to discuss County Attorney position in accordance with the Open Meetings Act, an agreement was reached between the Commission and the County Attorney on her separation and the County Manager will handle the final agreement.

15. ADJOURN

Chairman Chapman adjourned meeting at 11:10 p.m.

**Sandoval County Board of County Commissioners
Agenda Item Summary**

Regular Meeting

Meeting Date: 08/24/2017
Requestor: Denise King, Community Services
Commissioner Sponsored: No
District: N/A - Not Commissioner Sponsored
Agenda: Consent

Information

Action Requested:

Approval to Extend the Agreement between Sandoval County and the New Mexico-Aging and Long-Term Services Department to Continue the Bernalillo Senior Center Planning, Design and Construction Administration Phase.

Why Action Is Necessary (Summary):

The Aging and Long-Term Services Department Legislative Capital Outlay for the planning and design/ construction administration phase requires signature to execute.

Recommendations:

It is recommended that the Commission sign the Legislative Capital Outlay contract for the re-authorization, funding the planning/design and contraction administration phase for the new Bernalillo Senior Center building.

Recommended Approval:

Department Director/Elected Official	Attorney As to Form	Finance Budget	County Manager	Other
AR 08/15/17	-HS 8/17/17-----	CCH 8/17/17	DM 8/18/17	JR 8/18/17

Fiscal Impact

Budgeted? Y/N: Y
Fiscal Year: FY17/18
Source of Funding: ALTSD/Legislative Capital Outlay

Attachments

ALTSD Legislative Capital Outlay contract for Bernalillo

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." Exhibit 4 sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if, set forth fully herein. If Exhibit 4 imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Exhibit 4 shall prevail, in the event of irreconcilable conflict. The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse² Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee's expenditures were made pursuant to the Grantee's legal procurement and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement;
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private Grantee or Fiscal Agent for Grantee, the sale, lease, license, or operating agreement:
 - a. must be approved by the applicable oversight entity or Fiscal Agent for Grantee (if any) in accordance with law; or

² "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

- b. if no oversight entity or Fiscal Agent for Grantee is required to approve of the transaction, the Department must approve of the transaction as complying with law. Prior to the sale, lease, license, or operating agreement being approved pursuant to subparagraph (a) or (b) above, the Department may, in its discretion and unless inconsistent with New Mexico State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and
- (vi) The Grantee's submittal of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement as follows:
 - a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
 - b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such expenditures.
 - c. The Department may, in its absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
 - d. The date the Department sends, by mail or email, the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party begin work.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee and the Department hereby designate the persons listed below as their official representative concerning all matters related to this Agreement:

Grantee: Sandoval County
Name: Dianne Maes
Title: County Manager
Address: P.O. Box 40, Bernalillo, NM 87004
Email: dmaes@sandovalcountynm.gov
Telephone: 505.867.7538

Grantee: Sandoval County
Name: Ann Ryan
Title: Community Services Division Director
Address: P.O. Box 40, Bernalillo, NM 87004
Email: aryan@sandovalcountynm.gov
Telephone: 505.867.7556

Department: Aging and Long-Term Services Department
Name: Rebecca Martinez
Title: Capital Projects Bureau Chief
Address: P.O. Box 27118, Santa Fe, NM 87502-7118
Email: rebeccas.martinez@state.nm.us
Telephone: 505-476-4768

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by facsimile, email, or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of facsimile transmissions, the notice shall be deemed to have been given and received on the date reflected on the facsimile confirmation indicating a successful transmission of all pages included in the writing. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, EARLY TERMINATION

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on June 30, 2018 the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be "expended" on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to "encumber" the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are "expended" and an "expenditure" has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are *not* "expended" and an "expenditure" has *not* occurred as of the date they are "encumbered" by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

- (i) Termination due to completion of the Project before the Reversion Date; or
- (ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- (iii) Termination for violation of the terms of this Agreement; or
- (iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its absolute discretion, to direct the Grantee to suspend entering into new and further obligations.

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties upon the date the Grantee receives written notice given by the Department; and
- (ii) The Department is, upon the date the Grantee receives written notice given by the Department, suspending issuance of any new or further Notice of Obligation under this Agreement; and
- (iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Paper Monthly Reports

In order that the Department may adequately monitor Project activity, the Grantee shall submit to the Department Paper Monthly Reports for the Project. Paper Monthly Reports shall be submitted on a form prescribed by the Department. The Paper Monthly and Paper Final Report form are attached hereto as Exhibit 1. The Department shall provide the Grantee with a minimum of thirty (30) days' advance written notice of any change to the Monthly Report format or content.

The Paper Monthly Report shall be due monthly on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of a Paper Final Report for the Project. The Department may, in its discretion, change the reporting period from time to time by giving Grantee a minimum of thirty (30) days' advance, written notice of any change to the reporting period; provided, however, that in no event shall the reporting period be less than one month.

B. Paper Final Report

The Grantee shall submit to the Department and the Department of Finance and Administration a Final Report for the Project. The Final Report shall be submitted on a form provided by the Department and contain such information as the Department may require. The Monthly and Final Report form is attached hereto as Exhibit 1. The Department shall provide Grantee with a minimum of thirty (30) days' advance, written notice of any change to the Final Report format or content. The Paper Final Report must be submitted within twenty (20) days after the Project's Reversion Date or within twenty (20) days of the date of Early Termination, which ever first occurs.

C. Paperless Reporting

In addition to the paper reports described in subparagraphs A and B of this Article, the Grantee shall report monthly and final Project activity by entering such Project information as the Department and the Department of Finance and Administration may require directly into a database maintained by the Department of Finance and Administration. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report on a paperless basis. The Paperless Report shall be due monthly on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of a Final Report for the Project. The Paperless Final Report along with a Paper Final Report must be submitted within twenty (20) days after the Project's Reversion Date or within twenty (20) days of the date of Early Termination, which ever first occurs.

D. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may (i) request such additional information regarding the Project as it deems necessary and (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department. Requests made pursuant to this subparagraph D are in addition to and not in lieu of the periodic and final reporting described in subparagraphs A through C of this Article VIII.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

- (i) The Grantee must submit one original and one copy of each Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee in the form of a notarized certification by Grantee's designated representative in Article III herein, that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee of

- services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its discretion, agrees to do so and in accordance with any special conditions, see Exhibit 3, imposed by the Department.
- (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing.

B. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

- (i) Immediately as they are received by the Grantee but at a minimum twenty (20) days from the end of the calendar quarter in which the expenditure was incurred or liability of the Grantee was incurred as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor, if total unreimbursed expenditures or liabilities at calendar quarter end exceed \$25,000; or
- (ii) July 15 of each year for all unreimbursed expenditures incurred during the previous fiscal year; or
- (iii) Twenty (20) days from date of Early Termination; or
- (iv) Twenty (20) days from the Reversion Date.

C. The Grantee's failure to abide by the requirements set forth in Article II herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

- A. The following general conditions and restrictions are applicable to the Project:
- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the Procurement Code (or local procurement ordinance, where applicable).
 - (ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, if applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a

- provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 B. NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
- (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the so-called "Anti-Donation Clause."
 - (iv) The Grantee shall not at any time convert any property acquired or developed with the Project's funds to uses other than those specified in the Project Description without the Department's express, advance, and written approval.
 - (v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.
- B. The Grantee hereby represents and warrants the following:
- (i) The Grantee has the legal authority to receive and expend the Project's funds.
 - (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
 - (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which it is subject.
 - (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
 - (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
 - (vi) The Grantee shall abide by New Mexico laws regarding Conflict of Interest and Governmental Conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any

function or responsibility with respect to this Grant, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

- (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

**ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS;
PROJECT RECORDS**

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department of Finance and Administration and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and ALTSD concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, Sandoval County may immediately terminate this Agreement by giving Contractor written notice of such termination. Sandoval County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against Sandoval County or the Aging and Long Term Service Department or the State of New Mexico in the event of immediate or Early Termination of this Agreement by Sandoval County or the Department."

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges and agrees that Grantee shall include the following or a termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

"This contract is funded in whole or in part by funds made available under the Aging and Long-Term Services Department Grant Agreement. Should the Aging and Long-Term Services Department early terminate the grant agreement, Sandoval County may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, Sandoval County's only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

- A. Throughout the term of this Agreement, Grantee shall:
 - 1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must

be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;

2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions, see Exhibit 3, to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, which is administered by the New Mexico State Board of Finance (BOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole responsibility to determine through BOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a BOF imposed condition does not affect the validity or enforceability of the condition; (iii) the BOF may in the future impose further or different conditions upon the Project; (iv) all BOF conditions are effective without amendment of this Agreement; (v) all applicable BOF conditions must be satisfied before the BOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current BOF conditions being satisfied.

B. Grantee acknowledges and agrees that this Agreement is subject to the BOF's Bond Project Disbursements rule, 2.61.6 NMAC, as such may be amended or re-codified.

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTEE

Signature of Official with Authority to Bind Grantee

By: _____
(Type or Print Name)

Its: _____
(Type or Print Title)

Date

AGING AND LONG-TERM SERVICES DEPARTMENT

By: _____
ALTSD Cabinet Secretary

Date: _____

By: _____
ALTSD Legal Counsel—Certifying Legal Sufficiency

Date: _____

By: _____
ALTSD Chief Financial Officer

Date: _____

**Sandoval County Board of County Commissioners
Agenda Item Summary**

Regular Meeting

Meeting Date: 08/24/2017
Requestor: Maria Encinias, Administration
Commissioner Sponsored: Yes
District: District 3
Agenda: Regular

Information

Action Requested:

Request for a Motion to Allow the Board of County Commission to Review and Discuss the Proposed Oil and Gas Ordinance as Brought Forth by Planning and Zoning Commissioner Dan Stoddard.

Why Action Is Necessary (Summary):

Recommendations:

Recommend Approval

Recommended Approval:

Department Director/Elected Official	Attorney As to Form	County Manager	Other
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Attachments

Oil and Gas Ordinance

Sandoval County Commission
Resolution No. _____
An Ordinance
For
The Regulation of Oil and Gas Development

WHEREAS, the Commissioners of Sandoval County seek to facilitate the safe and effective development and production of oil and gas resources located in Sandoval County (the "County");

WHEREAS, the Commissioners, pursuant to the County's general welfare and police powers, seek to protect the health, safety, welfare, morals, and interests of County residents while promoting economic development within the County;

WHEREAS, the Commissioners recognize that the County's unique and vital natural resources must be protected and preserved and that the County may act to prevent and mitigate significant adverse environmental impacts to any air, water, soil, biological, or public resource to the extent necessary to protect public health, safety, and welfare, while also considering economic development, costs, technical feasibility, and practicality;

WHEREAS, the oil and gas resources within Sandoval County are of significant quantity and value, and provide significant benefits to the County and its residents;

WHEREAS, the Commissioners recognize that oil and gas development has occurred within Sandoval County for over fifty years with minimal impact on the County and its natural environment;

WHEREAS, the Commissioners recognize that the permitting process and oversight authority of the New Mexico Oil Conservation Division (OCD), the New Mexico State Land Office, the United States Bureau of Land Management, the New Mexico Environment Department, the United States Environmental Protection Agency and the Bureau of Indian Affairs, has adequately regulated oil and gas development while protecting the County's natural environment and preserving the quality of life in the County and for its residents;

WHEREAS, the Commissioners seek to establish protections for the County in the event that oil and gas_resource development takes place in greater proximity to more populated areas of the County;

WHEREAS, the County seeks to establish protections for unique County concerns related to oil and gas_resource development that minimizes the burden on the oil and gas industry while promoting the health and welfare of the public that will be followed by County Officials, mineral interest owners, and entities seeking to develop such resources;

NOW, THEREFORE, be it **RESOLVED** by the Commissioners of Sandoval County, adopt the **Sandoval County Oil and Gas Ordinance**.

Dated: _____

ARTICLE I.
GENERAL

Section 1.1 Short Title. This Ordinance shall be officially cited as the "Sandoval County Oil and Gas Ordinance" and shall be made a part of the Comprehensive Ordinance as Appendix C, thereto.

Section 1.2. Statutory Authority. The Sandoval County Board of County Commissioners (the "Commission") is authorized to adopt this ordinance pursuant to NMSA 1978, Section 3-2-1 et seq., and NMSA 1978 Section 4-37-9 et. seq.

Section 1.4. Severability. If any provision of this ordinance shall be held invalid or unenforceable by any court of competent jurisdiction for any reason or by operation of any applicable law, the remainder of this ordinance shall not be affected or invalidated and shall be enforceable to the fullest extent of the law.

Section 1.5. Conflicts. This ordinance is promulgated pursuant to the police powers of Sandoval County and to protect County residents from potential and foreseeable nuisances. The County recognizes the primary authority of various other state and federal agencies to regulate oil and gas operations and development and their role balancing and protecting the interests of mineral interest owners, protecting correlative rights, and overseeing subsurface activities related to oil and gas resource development and extraction. Should a conflict arise between any provision of this ordinance and any state or federal law or regulation, the County shall defer to the authority of state and federal agencies.

ARTICLE II.
DEFINITIONS

Section X. Incorporation by Reference. For purposes of defining the terms used in this Ordinance, the County hereby adopts the definitions used by the New Mexico Oil Conservation Division, which are provided in 19.15.2.7 NMAC.

ARTICLE III.
DRILLING REQUIREMENTS

Section X. Notification Requirements. Prior to commencing drilling, deepening or re-entry operations, commencing an additional lateral, plugging a well back to a different pool, or completing or re-completing a well in an additional pool, an operator is required to provide the County the following information:

- A. Scope of Operations. A brief description of the scope of operations contemplated by the operator, including the estimated depth of any proposed well(s) and the estimated commencement date of the operations.

- B. Contact Information. The name and contact information (including for emergencies) of (i) operator and any contractors known as of the date of the notice and (ii) lease owner(s) and surface owner(s).
- C. Site Plan. The proposed site plan for the well(s), including the proposed location and routing of any gathering lines, and a diagram of the permanent location/footprint.
- D. Property Details. The legal property description and a map or plat depicting (i) the location of the proposed well(s), (ii) any regularly occupied building(s) within three hundred (300) feet for a single well and seven hundred fifty (750) feet with production equipment, (iii) fresh water supply wells and subsurface fresh water storage reservoirs within _____ feet of the proposed well(s), and (iv) the distance of the proposed well(s) from any public or private road.
- E. Noise Control Plan. Estimate the noise levels from expected operations requiring notice, which will not exceed _____ decibels, including noise from traffic, and describe the manner in which operator intends to limit the noise levels associated with such operations below that threshold.
- F. F. Road Plan. Plan identifying roads for use in operations and the estimated amount of traffic anticipated in conducting operations. Roads constructed will take into account soil type, slope, grade, weight of loads transported, and expected use including length of time to be used.
- G. Emergency Response Plan. Plan identifying all fire, police, and emergency response services in the County that are within five miles of the drill site as well as a description of standard operating procedures, including applicable health, safety and environment protocols, used by the operator in the event of emergencies.
- H. Proof of Bond. Certify the OCD's financial assurance requirements, as set forth in 19.15.5 NMAC, have been satisfied.
- I. SOPA Certification. Certify that it will comply with the requirements of the Surface Owner Protection Act as enforced by the New Mexico Oil Conservation Division pursuant to NMSA 1978, § 70-12-1 (2007).
- J. Air Quality Certification. Certify that it will comply with the requirements of the Air Quality Control Act as enforced by the New Mexico Environment Department's Air Quality Bureau pursuant to NMSA 1978, § 74-2-1.
- K. Water Protection Certification. Certify that it will comply with the requirements of OCD and NMED concerning the protection of waters.

Section X. Setback Requirements. No person shall drill or deepen an oil and gas well within five hundred (500) feet of a residence, business, school or church outside an incorporated

municipality in the County without the written consent of the owner of such residence, business, school or church.

Section X. Fencing and Exclusionary Protocols. Unless provided for in an agreement with the applicable surface owner, all well site locations following drilling and completion operations shall have fencing or other exclusionary measures to prevent harm to the public and wildlife. Fencing will comply with all OCD and Occupational Safety and Health Administration (OSHA) requirements for the protection of the public, livestock, and wildlife.

Section X. Prudent Operator. Operator shall conduct its operations as a reasonably prudent operator and comply with all applicable federal and state requirements.

Section X. Trash and Debris. Operator will maintain all locations and well sites upon which operations have taken place clear of all litter, trash, and other waste.

Section X. Water Protection. Operator will take reasonable measures to ensure that surface water, subsurface water, and groundwater are protected during operations and comply with all applicable state and federal regulations relating thereto.

Section X. Abandonment, Plugging and Remediation. Operator shall submit to the County copies of all OCD approved plugging and abandonment permits.

ARTICLE IV. **LIGHTING AND VISUAL IMPACTS**

Section X. Light Direction. To the extent practicable, site lighting shall be directed downward and internally to avoid glare on public roads and buildings within seven hundred (700) feet of the drill site.

Section X. Color of Well Site Structures. Oil and gas facilities observable from any public highway shall, to the extent reasonably practicable, be visually harmonious with the surrounding environment and painted with uniform, non-contrasting, non-reflective color tones (similar to the Munsell Soil Color Coding System), and with colors matched to but slightly darker than the surrounding landscape.

ARTICLE V. **INSURANCE REQUIREMENTS**

Section X. Insurance. In addition to the financial assurance required by the OCD and other laws and subject to the self-insurance option below, the operator shall carry the insurance policy or policies required below provided by an insurance company or companies authorized to do business in New Mexico. In the event such insurance policy or policies are cancelled, the operator will take corrective actions to reinstate the insurance policy or policies.

- A. The County, its officials, employees, agents and officers shall be endorsed as an "additional insured" on the required policies.

B. Certificates of insurance shall be delivered to the Sandoval County, Planning and Zoning Commission, 1500 Idalia Road, Building D, Bernalillo, NM 87004, evidencing all the required coverage, including endorsements, prior to the commencement of operations requiring notice.

C. Each policy shall be endorsed to provide the County a minimum thirty-day notice of cancellation, non-renewal and/or material change in policy terms or coverage. A ten days' notice shall be acceptable in the event of non-payment of premium.

Section X. Standard commercial general liability policy. This coverage must include premises, operations, blowout or explosion, products, completed operations, sudden and accidental pollution, blanket contractual liability, underground resources and equipment hazard damage, broad form property damage, independent contractors' protective liability and personal injury. This coverage shall be a minimum combined single limit of \$1,000,000 per occurrence for bodily injury and property damage.

Section X. Self-Insurance Option. Operator may elect to self-insure all or any part of the insurance requirements in this Ordinance if the operator has ownership of unencumbered assets in excess of \$1 billion dollars. In such an event, operator will provide the County with a letter of self-insurance.

ARTICLE VI. VARIANCES

Section X. Application for Variance. A written application for a variance from the terms, limitations, and requirements of this ordinance shall be submitted to the Planning and Zoning Commission by operator as part of the notice packet or later as a separate submission along with a \$50.00 review fee per variance.

Section X. Required Information. The variance shall identify the term, limitation, or requirement with reference to the article, section, and paragraph for which operator seeks the variance. Operator shall also state the grounds upon which the variance is sought and should be granted.

Section X. Criteria. Granting of the variance shall not be detrimental to the public health, safety, or welfare or injurious to the County's resources. Granting of a variance is justified if there is a demonstrable hardship on operator or common benefit to all interested parties based upon articulable conditions upon the site covering the application.

ARTICLE VII PROCEDURES AND FEES

Section X. Review of Notice. The Director of the Planning and Zoning Commission or the Director's designee shall review the Notice for completeness. The review of the Application shall be finished by the Director of the Planning and Zoning Commission or the Director's

designee within 10 days of submission or else it will be deemed to be complete. If the Notice is incomplete, the Director will notify operator within 10 days of receipt and describe the information that was required to be provided but missing in the Notice. Operator will promptly resubmit the Notice to include any required information that was not already submitted.

Section X. Well Activity Fee. For any new well drilled by operator in the County, operator will pay to the County a fee of \$250 per well with such payment to be included with the Notice provided for such new drilling operation. For any other operation requiring Notice to the County as provided in this Ordinance, operator will pay \$100 to the County for each Notice submitted by operator with such payment included with such Notice.

Section X. Appeal. Any person or company aggrieved by a decision of the Director of the Planning and Zoning Commission or the Director's designee arising by virtue of the provisions of this Ordinance shall have the right to appeal such decision directly to the County Commission.

ARTICLE VIII **ENFORCEMENT**

Section X. Non-Compliance. In the event of failure by the operator to comply with this Ordinance, the Director of the Planning and Zoning Commission or his designee shall issue a written notice to operator stating a time of at least 60 days to comply with the notice. If material compliance has not been made within the timeframe contained in the notice, the Director of Planning and Zoning may assess a monetary penalty not to exceed \$100 per day of non-compliance and \$1000 in the aggregate.

Section X. Violations. If any person knowingly or willfully violates any provision of this Ordinance and such violation directly causes material harm to the public health, safety of county residents, or the environment, the Director of the Planning and Zoning Commission or his designee shall issue a written notice to such person describing the violation and corrective actions required. The person in receipt of such notice will promptly take the corrective actions. The Director of Planning and Zoning may assess a monetary penalty not to exceed \$500 per day for each violation and \$10,000 in the aggregate.

**Sandoval County Board of County Commissioners
Agenda Item Summary**

Regular Meeting

Meeting Date: 08/24/2017
Requestor: Fred Marquez, Business Development
Commissioner Sponsored: No
District: N/A - Not Commissioner Sponsored
Agenda: Regular

Information

Action Requested:

Request for a Motion to Approve Resolution. No. 8-24-17.9. Declaring the Intent to Adopt the 2019-2023 Sandoval County Infrastructure Capital Improvement Plan, to Identify and Select Projects for Short and Long Range Planning. The State Requires that the County Submits an ICIP to DFA in Order to Receive Legislative Funding for Capital Projects.

Why Action Is Necessary (Summary):

The NM Department of Finance and Administration through its authority NMSA 1978, Sections 5-8-6A, 6-6-2J, 6-6-4, 9-6-5.1, 11-6-2, 11-6-3, 11-6-4.1, 11-6-5, and 11-6-5.1 strongly encourages each jurisdiction to prepare a five year ICIP. The State requires that the County submit its ICIP to DFA in order to receive Legislative funding for capital projects.

Recommendations:

Recommend Board of County Commission Approval

Recommended Approval:

Department Director/Elected Official	Attorney As to Form	County Manager	Other
AV 08/15/17	HS 08/18/2017	DM 8/18/17	-----

Attachments

Resolution
Final List of Projects
Priority Projects 1-5



SANDOVAL COUNTY, NEW MEXICO

Resolution No. 8-24-17.9

**A RESOLUTION ADOPTING SANDOVAL COUNTY'S
INFRASTRUCTURE CAPITAL IMPROVEMENTS PLAN (ICIP)**

WHEREAS, Sandoval County recognizes that the financing of public capital projects has become a major concern in New Mexico and nationally; and

WHEREAS, in times of scarce resources, it is necessary to find new financing mechanisms and maximize the use of existing resources; and

WHEREAS, systematic capital improvements planning is an effective tool for communities to define their development needs, establish priorities and pursue concrete actions and strategies to achieve necessary project development; and

WHEREAS, this process contributes to local and regional efforts in project identification and selection in short and long range capital planning efforts.

WHEREAS, it is intended that the Plan be a working document and is the first of many steps towards improving rational, long-range capital planning and budgeting for Sandoval County's infrastructure.

NOW, THEREFORE, BE IT RESOLVED BY BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF SANDOVAL that:

1. The County hereby adopts the attached 2019-2023 Infrastructure Capital Improvements Plan, and
2. This resolution supersedes resolution No. 8-4-16.9

APPROVED and ADOPTED by the governing body at its meeting of August 24, 2017.

BOARD OF COUNTY COMMISSIONERS
OF SANDOVAL COUNTY

ATTEST:

Eileen Garbagni, County Clerk

APPROVE AS TO FORM

Heather Smallwood, Assistant County Attorney

Don G. Chapman, Chairman

David J. Heil, Vice Chairman

Jay C. Block, Member

F. Kenneth Eichwald, Member

Vacant, Member

Infrastructure Capital Improvement Plan FY 2019-2023

Sandoval County Project Summary

ID	Year	Rank	Project Title	Category	Funded					Total Project Cost	Amount Not Yet Funded	Phases?	
					to date	2019	2020	2021	2022				2023
33808	2019	001	Detention Center Security	Public Safety Equipment/Bldgs	0	350,000	0	0	0	0	350,000	350,000	No
29771	2019	002	Paseo del Volcan	Hiways/Roads/Streets/Bridges	1,699,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	6,699,000	5,000,000	Yes
28027	2019	003	Offsite Facility for Data Protection	Adm/Service Facilities (local)	0	62,000	50,000	0	0	0	112,000	112,000	Yes
28040	2019	004	Communications System for First Responders	Public Safety Equipment/Bldgs	3,500,000	2,500,000	2,500,000	2,500,000	2,500,000	1,500,000	15,000,000	11,500,000	No
31111	2019	005	County Road 11 Rehabilitation	Hiways/Roads/Streets/Bridges	950,000	450,000	1,000,000	13,000,000	0	0	15,400,000	14,450,000	Yes
32295	2019	006	New Landfill Access Road	Hiways/Roads/Streets/Bridges	0	800,000	0	0	0	0	800,000	800,000	No
32196	2019	007	Sena Building Utilities	Adm/Service Facilities (local)	0	250,000	0	0	0	0	250,000	250,000	Yes
20770	2019	008	Landfill Heavy Equipment	Landfills	0	1,490,000	0	0	0	0	1,490,000	1,490,000	No
30965	2019	009	Westside Boulevard/Rainbow	Hiways/Roads/Streets/Bridges	0	500,000	0	0	0	0	500,000	500,000	No
28030	2019	010	Wireless Network Full Scale Secure	Adm/Service Facilities (local)	0	0	500,000	0	0	0	500,000	500,000	Yes
32191	2019	011	Wireless Connectivity for County Personnel	Adm/Service Facilities (local)	0	35,000	45,000	190,000	0	0	270,000	270,000	Yes
30968	2019	012	Placitas Library/ Fire Station Waterline Project	Water Supply	0	225,000	0	0	0	0	225,000	225,000	No
32325	2019	013	Ambulances	Fire	0	370,000	0	0	0	0	370,000	370,000	No
28031	2019	014	Network Assessment and Security	Adm/Service Facilities (local)	0	70,000	0	0	0	0	70,000	70,000	No
31021	2019	015	Remodel/Renovate the SC Data Center	Adm/Service Facilities (local)	26,000	41,200	295,000	0	0	0	362,200	336,200	Yes

Infrastructure Capital Improvement Plan FY 2019-2023

28038	2019	016	Microwave Backbone Infrastructure	Adm/Service Facilities (local)	0	500,000	0	0	0	0	500,000	500,000	Yes
12284	2019	017	Sandoval County Fairgrounds	Economic Development	595,240	604,337	957,042	507,148	416,000	416,000	3,495,767	2,900,527	Yes
31022	2019	018	Wire Key Areas of Sandoval County Admin Building	Adm/Service Facilities (local)	0	80,000	90,000	0	0	0	170,000	170,000	No
23741	2019	019	Land Acquisition - La Cueva Pub Wks Yard	Adm/Service Facilities (local)	0	68,000	0	0	0	0	68,000	68,000	No
31049	2019	020	Sheriffs Vehicles and Equipment	Public Safety Vehicles	0	486,000	486,000	486,000	486,000	486,000	2,430,000	2,430,000	No
22075	2019	021	Detention Center Renovations	Public Safety Equipment/Bldgs	0	100,000	150,000	700,000	700,000	0	1,650,000	1,650,000	No
32323	2019	022	Fire Administration	Adm/Service Facilities (local)	0	200,000	0	0	0	0	200,000	200,000	No
30967	2019	023	Placitas Library HVAC replacement	Adm/Service Facilities (local)	0	125,000	0	0	0	0	125,000	125,000	Yes
20758	2019	024	Cuba Shop Building Addition	Adm/Service Facilities (local)	0	123,000	0	0	0	0	123,000	123,000	No
31077	2019	025	Sandoval County Admin Expansion	Adm/Service Facilities (local)	0	540,500	0	0	0	0	540,500	540,500	No
23737	2020	001	Public Safety Facility	Adm/Service Facilities (local)	0	0	0	2,500,000	0	0	2,500,000	2,500,000	No
27959	2020	002	Judicial Complex Expansion	Adm/Service Facilities (local)	0	0	0	8,000,000	0	0	8,000,000	8,000,000	No
27954	2021	001	New Detention Center	Public Safety Equipment/Bldgs	0	0	0	0	4,860,000	61,800,000	66,660,000	66,660,000	Yes
9872	2021	002	Landfill Expansion Site Work	Landfills	0	0	0	0	1,400,000	0	1,400,000	1,400,000	No
11981	2022	001	Public Works - Vehicles and Equipment	Public Safety Equipment/Bldgs	0	0	0	0	0	3,100,000	3,100,000	3,100,000	No

Number of projects: 30

	Funded to date:	Year 1:	Year 2:	Year 3:	Year 4:	Year 5:	Total Project Cost:	Total Not Yet Funded:
Grand Totals	6,770,240	10,970,037	7,073,042	28,883,148	11,362,000	68,302,000	133,360,464	126,590,224

Infrastructure Capital Improvement Plan FY 2019-2023

ICIP Capital Project Description

Year/Rank 2019 001

ID:33808

Project Title: Detention Center Security

Project Type: Renovate/Repair

Category: Public Safety Equipment/Bldgs

Contact Name: Fred S Marquez

Contact Phone: 5054045827

Contact E-mail: fmarquez@sandovalcountynm.gov

Project Location: 1100 Montoya Road Bernalillo NM 87004

Latitude: 35.321734

Longitude: -106.569401

Legislative Language: emergency update to purchase and install updated and upgraded security systems for the SC detention center

Description/Scope of Work: The detention center is in need of additional surveillance cameras, security cell locks, security fencing with razor wire/electric wire, perimeter and parking lot lighting and expansion of the current server for security data storage. This project will include all wiring, software and hardware required to bring the detention center in to compliance for security measures.

Secured and Potential Funding Budget:						
State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.						
Please complete table below with all secured and potential funding sources.						
Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
CAP	350,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	350,000		0	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.								
	Completed	Funded to Date	Estimated Costs Not Yet Funded					Total Project Cost
			2019	2020	2021	2022	2023	
Water Rights	N/A	0	0	0	0	0	0	
Easements and Rights of Way	N/A	0	0	0	0	0	0	

Infrastructure Capital Improvement Plan FY 2019-2023

Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	N/A	0	0	0	0	0	0	0
Furnishing/Equipment	No	0	350,000	0	0	0	0	350,000
TOTALS		0	350,000	0	0	0	0	350,000
Amount Not Yet Funded		350,000						

Can this project be phased? No

Phase: A project phase is a fundable, standalone, functional or operable stage during the development and/or life of a project.

Project phases: Unfunded amounts broken down by phase and category.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
TOTAL	0						

Has your local government/agency budgeted for operating expenses for the project when it is completed? No

If no, please explain why: The facility currently maintains security system

ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	5,000	5,000	5,000	5,000	5,000	25,000
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs? No

Infrastructure Capital Improvement Plan FY 2019-2023

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:	Own:	Operate:	Fiscal Agent:	Own Land:	Own Asset:	Maintain:
	Sandoval County	Sandoval County	Sandoval County	Sandoval County	Sandoval County	Sandoval County
Lease/operating agreement in place?	No	No		No	No	No

1. Does the project have life expectancy of 10 or more years? Yes
2. Has the project had public input and buy-in? Yes
3. Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes
4. Has the land for the project been acquired? Yes

5. Is this project a regional priority? For example, is it supported by more than one local government entity? Yes
 If yes, please explain. If the detention center is not secured that becomes a public safety issue
6. Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes
 What department or department head would be in charge of oversight for the project? Provide name(s) of procurement officer(s). Public Works will be responsible to ensure a quality project
7. Do the requested funds complete a fully functional phase of the project or complete a project previously funded by a legislative appropriation? Yes
 If yes, please explain.
8. Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No
 If yes, please explain.
9. Does the project benefit all citizens within a recognized region, district or political subdivision? Yes
 If yes, please explain and provide the number of people that will benefit from the project. All of the people of the State of New Mexico will benefit in a secure detention facility
10. Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert. Yes
 If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.) The detention center, as a corrective action, is required by the state and federal authorities to become compliant in their security shortfalls

Infrastructure Capital Improvement Plan FY 2019-2023

ICIP Capital Project Description

Year/Rank 2019 002

ID:29771

Project Title: Paseo del Volcan

Project Type: Renovate/Repair

Category: Hiways/Roads/Streets/Bridges

Contact Name: Amy Griffin

Contact Phone: 505-404-5828

Contact E-mail: agriffin@sandovalcountynm.gov

Project Location: Unincorporated Rio Rancho Estates Rio Rancho NM 87144

Latitude: 35.182082

Longitude: -106.434595

Legislative Language: To improve Paseo del Volcan by acquiring a right of way in Rio Rancho NM, Sandoval County.

Description/Scope of Work: The whole process to obtain right of way for the completion of Paseo Del Volcan will be done in 2 phases. The first phase will be to obtain right of way beginning at Unser to Rainbow. The second phase will be acquiring right of way from Rainbow to the Sandoval/Bernalillo County line.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
CAP	5,609,000	Yes	1,699,000	0	6/17/15	
FGRANT	5,000,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	10,609,000		1,699,000	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

	Completed	Funded to Date	Estimated Costs Not Yet Funded					Total Project Cost
			2019	2020	2021	2022	2023	
Water Rights	N/A	0	0	0	0	0	0	0
Easements and Rights of Way	No	1,699,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	6,699,000

Infrastructure Capital Improvement Plan FY 2019-2023

Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	N/A	0	0	0	0	0	0	0
Furnishing/Equipment	N/A	0	0	0	0	0	0	0
TOTALS		1,699,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	6,699,000
	Amount Not Yet Funded	5,000,000						

Can this project be phased? Yes

Phase: A project phase is a fundable, standalone, functional or operable stage during the development and/or life of a project.

Project phases: Unfunded amounts broken down by phase and category.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	1,000,000	No	No	No	No	Yes	12
2	1,000,000	No	No	No	No	Yes	12
3	1,000,000	No	No	No	No	Yes	12
4	1,000,000	No	No	No	No	Yes	12
5	1,000,000	No	No	No	No	Yes	12
TOTAL	5,000,000						

Has your local government/agency budgeted for operating expenses for the project when it is completed? No

If no, please explain why: Will be budgeted upon completion

ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs? No

Infrastructure Capital Improvement Plan FY 2019-2023

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:	Own:	Operate:	Fiscal Agent:	Own Land:	Own Asset:	Maintain:
	For State ownership	State	State	State	State	
Lease/operating agreement in place?	No	No		No	No	No

1. Does the project have life expectancy of 10 or more years? Yes
2. Has the project had public input and buy-in? Yes
3. Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes
4. Has the land for the project been acquired? No

5. Is this project a regional priority? For example, is it supported by more than one local government entity? Yes
 If yes, please explain. City of Albuquerque, Bernalillo County, and City of Rio Rancho all support this project.
6. Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes
 What department or department head would be in charge of oversight for the project? Provide name(s) of procurement officer(s). Sandoval County Public Works Director will provide project oversight and Joyce Roybal is the Procurement Officer.
7. Do the requested funds complete a fully functional phase of the project or complete a project previously funded by a legislative appropriation? Yes
 If yes, please explain. Yes this project will be fully functional and ready to start construction.
8. Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? Yes
 If yes, please explain. Yes this will help with transportation connectivity.
9. Does the project benefit all citizens within a recognized region, district or political subdivision? Yes
 If yes, please explain and provide the number of people that will benefit from the project. It would benefit 150,248 citizens by providing better connectivity though out the west side of Rio Rancho and Albuquerque.
10. Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert. No
 If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

Infrastructure Capital Improvement Plan FY 2019-2023

ICIP Capital Project Description

Year/Rank 2019 003

ID:28027

Project Title: Offsite Facility for Data Protection

Project Type: New

Category: Adm/Service Facilities (local)

Contact Name: Jerri Paul-Seaborn

Contact Phone: 505-867-7626

Contact E-mail: jpaul-seaborn@sandovalcountynm.gov

Project Location: Sandoval County Unknown NM 87004

Latitude: 35.307682

Longitude: -106.868748

Legislative Language: To design, purchase and implement data transfer and storage at an offsite location

Description/Scope of Work: Design and implement an offsite location that meets best practice standards of a 50 mile distance from existing operations. There are several locations in the state that could meet our need. The County would need to provide hardware and connectivity equipment for full implementation.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	0		0	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

	Completed	Funded to Date	Estimated Costs Not Yet Funded					Total Project Cost
			2019	2020	2021	2022	2023	
Water Rights	N/A	0	0	0	0	0	0	0
Easements and Rights of Way	N/A	0	0	0	0	0	0	0

Infrastructure Capital Improvement Plan FY 2019-2023

Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0
Design (Engr./Arch.)	N/A	0	22,000	0	0	0	0	22,000
Construction	N/A	0	0	0	0	0	0	0
Furnishing/Equipment	N/A	0	40,000	50,000	0	0	0	90,000
TOTALS		0	62,000	50,000	0	0	0	112,000
Amount Not Yet Funded		112,000						

Can this project be phased? Yes

Phase: A project phase is a fundable, standalone, functional or operable stage during the development and/or life of a project.

Project phases: Unfunded amounts broken down by phase and category.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	22,000	No	Yes	No	No	No	12
2	40,000	No	No	No	Yes	No	3
3	50,000	No	No	No	Yes	No	3
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
TOTAL	112,000						

Has your local government/agency budgeted for operating expenses for the project when it is completed? No

If no, please explain why:

ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	25,000	25,000	25,000	25,000	25,000	125,000
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs? No

Infrastructure Capital Improvement Plan FY 2019-2023

If yes, please explain and provide estimates of operating savings

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Entities who will assume the following responsibilities for this project:

Own:	Operate:	Fiscal Agent:	Own Land:	Own Asset:	Maintain:
Sandoval County	Sandoval County	Sandoval County			
Lease/operating agreement in place?	No	No	No	No	No

1. Does the project have life expectancy of 10 or more years? Yes

2. Has the project had public input and buy-in? Yes

3. Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No

4. Has the land for the project been acquired? No

5. Is this project a regional priority? For example, is it supported by more than one local government entity? Yes

If yes, please explain. Must have a continuity of operations for the County data is provided to other municipalities, E911 service, first responders. A offsite location to store data should pre mitigate.

6. Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

What department or department head would be in charge of oversight for the project? Provide name(s) of procurement officer(s). Sandoval County IT Director will provide project oversight and Joyce Roybal is the Procurement Officer.

7. Do the requested funds complete a fully functional phase of the project or complete a project previously funded by a legislative appropriation? Yes

If yes, please explain. It protects the County data and ensures continuity of operations and supports other municipalities.

8. Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

9. Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project. Protection of data and operations, including first responders.

10. Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert. No

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

Infrastructure Capital Improvement Plan FY 2019-2023

ICIP Capital Project Description

Year/Rank 2019 004

ID:28040

Project Title: Communications System for First Responders

Project Type: Replace Existing

Category: Public Safety Equipment/Bldgs

Contact Name: Fire Chief James Maxon

Contact Phone: 505-934-8788

Contact E-mail: jmaxon@sandovalcountynm.gov

Project Location: Sandoval County Bernalillo NM 87004

Latitude: 35.307933

Longitude: -106.584709

Legislative Language: To plan, design, purchase, implement and test a new public safety communications system for Sandoval County.

Description/Scope of Work: To replace the public safety communications infrastructure for the County Fire, and Sheriff's Department. Sandoval County has agreements with several Municipalities, and tribes, which rely on the radio infrastructure. Due to the geographic features found in Sandoval County, this project will require a major effort to design and engineer the system to properly provide service coverage in at minimum 90 percent of the property and 95 percent of the population of Sandoval County . Once designed and engineered the equipment list will be compiled, property will be need to be identified for use as a transmitter or relay site, will require property lease and or acquisition, purchase and installation of equipment would follow the site confirmation. The vendor would be required to submit the system to final testing and acceptance by the County.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
FGRANT	2,000,000	Yes	2,000,000	0	2016	
LBONDS	1,500,000	Yes	1,500,000	0	2016	
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	3,500,000		3,500,000	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.							
Completed	Funded to Date	Estimated Costs Not Yet Funded					Total Project Cost
		2019	2020	2021	2022	2023	

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Water Rights	N/A	0	0	0	0	0	0	0
Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	N/A	0	0	0	0	0	0	0
Furnishing/Equipment	No	3,500,000	2,500,000	2,500,000	2,500,000	2,500,000	1,500,000	15,000,000
TOTALS		3,500,000	2,500,000	2,500,000	2,500,000	2,500,000	1,500,000	15,000,000
Amount Not Yet Funded		11,500,000						

Can this project be phased? No

Phase: A project phase is a fundable, standalone, functional or operable stage during the development and/or life of a project.

Project phases: Unfunded amounts broken down by phase and category.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
TOTAL	0						

Has your local government/agency budgeted for operating expenses for the project when it is completed? No

If no, please explain why: Will be budgeted in appropriate year

ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service						

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	0	0	0	0	0	0
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs? No
If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:	Own:	Operate:	Fiscal Agent:	Own Land:	Own Asset:	Maintain:
	Sandoval County	Sandoval County	Sandoval County	136,575		
Lease/operating agreement in place?	No	No		No	No	No

1. **Does the project have life expectancy of 10 or more years?** Yes
2. **Has the project had public input and buy-in?** Yes
3. **Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele?** Yes
4. **Has the land for the project been acquired?** No

5. **Is this project a regional priority? For example, is it supported by more than one local government entity?** Yes
If yes, please explain. Improve emergency radio communications for law enforcement and fire agencies. San Ysidro, Jemez Pueblo, Zia Pueblo, Jemez Springs, Cuba, Regina La Jara, Budaghers, Torreon.
6. **Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget?** Yes
What department or department head would be in charge of oversight for the project? Provide name(s) of procurement officer(s). Sandoval County Fire Chief James Maxon will provide project oversight and Joyce Roybal is the Procurement Officer.
7. **Do the requested funds complete a fully functional phase of the project or complete a project previously funded by a legislative appropriation?** No
If yes, please explain. La Cueva, Ponderosa, Canon, Seven Springs, Village of San Ysidro, Jemez Pueblo, Zia Pueblo, Jemez Springs, Cuba, Regina La Jara, Budaghers, Torreon. Will provide Safety Services
8. **Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy?** Yes
If yes, please explain. Phase 2 will create at least 10 temp jobs for construction. The current radio communications system in the Jemez and Cuba areas present a significant hazard to responders and citizens.
9. **Does the project benefit all citizens within a recognized region, district or political subdivision?** Yes
If yes, please explain and provide the number of people that will benefit from the project.

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10. Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert. Yes

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

Emergency responders and Sheriffs Deputies have difficulty with receiving emergency calls and responding when they are in their vehicles and causes a delays in critical emergency services.

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ICIP Capital Project Description

Year/Rank 2019 005

ID:31111

Project Title: County Road 11 Rehabilitation

Project Type: Replace Existing

Category: Hiways/Roads/Streets/Bridges

Contact Name: Fred Marquez

Contact Phone: 505-404-5827

Contact E-mail: fmarquez@sandovalcountynm.gov

Project Location: County Rd 11 Cuba NM 87013

Latitude: 36.020471

Longitude: -106.958939

Legislative Language: To plan, design, and construct the rehabilitation of County Road 11 in Cuba, NM, Sandoval County.

Description/Scope of Work: To plan, design, and construct the rehabilitation of County Road 11 in Cuba, NM. County Road 11 is in a dangerous state of disrepair. The road and bridges were constructed in the 1930's and have exceeded their life expectancy. Sandoval County proposes to replace the deteriorating wood tressel bridges with prefabricated metal bridges. There are 3 bridges (1784, 1786, 1787) along the corridor. The concrete box culvert (3233) needs to be cleaned and inspected for damage. County Road 11 is 11 miles long and needs to be rehabilitated. The sub-grade is failing and the asphalt surface has serious damage that is beyond repair. Sandoval County proposes to rebuild the sub-grade, place of base course and chip seal or re-pave the surface of the roadway. Sandoval County will follow procurement by requesting for proposals and selecting professional services by reviewing qualification within bids.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
DOT	14,450,000	Yes	0	0		
FGRANT	14,450,000	Yes	0	0		
LFUNDS	950,000	No	950,000	950,000		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	29,850,000		950,000	950,000		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.							
Completed	Funded to Date	Estimated Costs Not Yet Funded					Total Project Cost
		2019	2020	2021	2022	2023	

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Water Rights	N/A	0	0	0	0	0	0	0
Easements and Rights of Way	Yes	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	No	0	450,000	0	0	0	0	450,000
Design (Engr./Arch.)	No	0	0	1,000,000	0	0	0	1,000,000
Construction	No	950,000	0	0	13,000,000	0	0	13,950,000
Furnishing/Equipment	N/A	0	0	0	0	0	0	0
TOTALS		950,000	450,000	1,000,000	13,000,000	0	0	15,400,000
Amount Not Yet Funded		14,450,000						

Can this project be phased? Yes

Phase: A project phase is a fundable, standalone, functional or operable stage during the development and/or life of a project.

Project phases: Unfunded amounts broken down by phase and category.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	450,000	Yes	No	No	No	No	6
2	1,000,000	No	Yes	No	No	No	12
3	13,000,000	No	No	Yes	No	No	6
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
TOTAL	14,450,000						

Has your local government/agency budgeted for operating expenses for the project when it is completed? Yes

If no, please explain why:

ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service						

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	5,000	5,000	5,000	5,000	5,000	25,000
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs? No
 If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:	Own:	Operate:	Fiscal Agent:	Own Land:	Own Asset:	Maintain:
Lease/operating agreement in place?	Sandoval County	Sandoval County	Sandoval County	Sandoval County	Sandoval County	Sandoval County
	No	No		No	No	No

1. Does the project have life expectancy of 10 or more years? Yes
2. Has the project had public input and buy-in? Yes
3. Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes
4. Has the land for the project been acquired? Yes

5. Is this project a regional priority? For example, is it supported by more than one local government entity? Yes
 If yes, please explain. NMDOT, Village of Cuba, MRCOG, and several others have written letters of support for this project.
6. Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes
 What department or department head would be in charge of oversight for the project? Provide name(s) of procurement officer(s). Sandoval County Public Works Director will provide project oversight and Joyce Roybal is the Procurement Officer.
7. Do the requested funds complete a fully functional phase of the project or complete a project previously funded by a legislative appropriation? Yes
 If yes, please explain. The funds will cover expenses for all of the phases recorded with the original scope of work.
8. Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No
 If yes, please explain.
9. Does the project benefit all citizens within a recognized region, district or political subdivision? Yes
 If yes, please explain and provide the number of people that will benefit from the project. The project will benefit the Village of Cuba, and regional visitors to County and State facilities. There are several tourist attractions in the area that will benefit also.
10. Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert. Yes

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If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

The bridge is currently unpassable for fire trucks in a heavily wooded area. The bridge is also not safe for school buses and other heavy truck traffic.