

SANTA FE COUNTY

BOARD OF COUNTY COMMISSIONERS

REGULAR MEETING

October 25, 2016

Miguel Chavez, Chair - District 2
Henry Roybal, Vice Chair - District 1
Kathy Holian - District 4
Liz Stefanics - District 5
Robert A. Anaya, Chair - District 3

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I. A. This regular meeting of the Santa Fe Board of County Commissioners was called to order at approximately 2:50 p.m. by Chair Miguel Chavez in the Santa Fe County Commission Chambers, Santa Fe, New Mexico.

B. Roll Call

Roll was called by County Clerk Geraldine Salazar and indicated the presence of a quorum as follows:

Members Present:

Commissioner Miguel Chavez, Chair
Commissioner Henry Roybal, Vice Chair
Commissioner Robert A. Anaya
Commissioner Kathy Holian
Commissioner Liz Stefanics

Members Excused:

None

C. Pledge of Allegiance

D. State Pledge

E. Moment of Reflection

The Pledge of Allegiance was led by Sherri Sanchez, the State Pledge by Jeffrey Spillers and the Moment of Reflection by Les Francisco of the Public Works Department.

COMMISSIONER ANAYA: Mr. Chair.

CHAIRMAN CHAVEZ: Commissioner Anaya.

COMMISSIONER ANAYA: Mr. Chair, I'd like to thank our staff for doing our presentations today. I appreciate it very much. I want to do a little extra special shout out to Mr. Francisco, Les Francisco who just did the prayer and moment of reflection for all of us today. Mr. Francisco himself went through a very tragic accident and it's a blessing that you're here with us, Les, and we were all praying when you were going through your challenge. But you've been a long-time friend for many, many years and it's great to see you and thank you, all of you for providing the pledge and the prayer today. Thank you, Mr. Chair.

CHAIRMAN CHAVEZ: Thank you, Commissioner Anaya.

F. Approval of Agenda

- 1. Amendments**
- 2. Tabled or Withdrawn Items**

KATHERINE MILLER (County Manager): Mr. Chair, we posted the original agenda a week ago and then last amended it on Friday, October 21st at 2:16 pm. The items that were added on Friday were under employee recognitions, item I. H. 4 was added. On page 2 under Consent resolutions, item II. A. 5, there was a corrected caption. No changes on page 3 to the agenda. On page 4 under Action Items, item IV. C. 3, item was added, and then the items under executive session for discussion in closed session and possible action were added.

And then on page 5 just note that nothing was added but we did clarify that the public hearings, the ordinance on the Animal Control Ordinance will not begin any earlier than 5 pm, and the presentation on the joint powers agreement on the Pojoaque Basin Regional Water Authority would not begin any time before 6 pm. And then on page 6, just one of the announcements on the back page for a public hearing on Friday, this coming Friday at 10 a.m., a quick meeting to amend an ordinance to extend a deadline. And those are all the changes I have to the agenda.

CHAIRMAN CHAVEZ: So do I hear a motion to approve the agenda as amended?

COMMISSIONER ANAYA: Mr. Chair.

CHAIRMAN CHAVEZ: Commissioner Anaya.

COMMISSIONER ANAYA: Mr. Chair, I'm going to offer up and request – we have a lot of people that we're going to honor today, but out of respect for him and his public service to this community and the state of New Mexico, I'm going to respectfully request that we move the recognition of Representative Luciano "Lucky" Varela to after the approval of the minutes, Mr. Chair, if we could.

COMMISSIONER HOLIAN: Mr. Chair.

CHAIRMAN CHAVEZ: Commissioner Holian.

COMMISSIONER HOLIAN: I move for approval of the agenda as amended.

COMMISSIONER STEFANICS: Second.

CHAIRMAN CHAVEZ: There's a motion and a second. Any further discussion? Hearing none.

The motion passed by unanimous [5-0] voice vote.

I. G. Approval of Minutes

- 1. Approval of the September 27, 2016, Regular Board of County Commissioners Meeting Minutes**

COMMISSIONER STEFANICS: Mr. Chair.

CHAIRMAN CHAVEZ: Commissioner Stefanics.

COMMISSIONER STEFANICS: I would move approval of the

September 27th regular Board meeting minutes.

COMMISSIONER HOLIAN: Second.

CHAIRMAN CHAVEZ: Okay, we have a motion and a second.

The motion passed by unanimous [5-0] voice vote.

I. Approval and Presentation of a Proclamation Honoring the Public Service of Luciano “Lucky” Varela

COMMISSIONER ANAYA: Thank you very much, Mr. Chair and I want to acknowledge that we have many people here, family members of Representative Luciano “Lucky” Varela with us. First and foremost, esteemed Representative Luciano “Lucky” Varela. Thank you so much for coming and for allowing us this opportunity to honor your many dedicated years of service to this community and to the entire State of New Mexico. I’m going to go ahead and ask our Treasurer, Mr. Chair, to assist, if we could. I don’t want to read the proclamation until just before we’re going to vote on it, and then I’d actually like to have Senator Peter Wirth, I think is here somewhere. Where’s Senator Wirth? He may be coming. Also I think Representative Rodela is here or going to be here, I thought, as well. If they show up we want them to come forward and help us read the proclamation in with our esteemed Treasurer. So I’d like, Mr. Chair, with your indulgence I’d like to allow our esteemed Treasurer, Mr. Patrick Varela, to come forward to the podium, make whatever remarks he might have to us, and then we’ll take it a step at a time. Mr. Varela.

PATRICK VARELA (County Treasurer): Thank you, Mr. Chair, Commissioners, staff. About a month ago Commissioner Anaya came to – we were actually having lunch and he asked – we were at the little China Kitchen over there at the corner and he asked me, has anybody done anything for your uncle, because he wasn’t aware of it. And I told him, not that I’m aware of. He had several retirement parties during the legislative season. So he’s like, let’s get it done. So he gave me a timeframe so I worked on the resolution along with my cousin Jeff Varela to get all the facts straight so I could present it here today.

So as you can see we’ve got a presentation here of some of his past, all the way from when he was a child all the way to now that he’s retiring. So I’d like to thank yourself, Commissioner Anaya, and all the Commissioners for doing this today.

[A slide show was presented.]

So everything started in that little house in Pecos. That’s it in a nutshell.

COMMISSIONER ANAYA: Thank you so much, Mr. Varela, our Treasurer and I want to say that you mentioned our comments at lunch but I want to say that this full Commission was very supportive of this agenda item coming on. Commissioner Stefanics, Commissioner Roybal, our Chairman, Commissioner Chavez and Commissioner Holian. So I’m the sponsor of the resolution but this comes from yourself, Treasurer Varela, the other elected offices and this full Commission. And so with that, I would be honored if you would help us read the proclamation in, if that’s okay with you, Mr. Chair. We can alternate including the Treasurer if we could.

So I would defer to you, Mr. Chair, to get us going or if you want to allow the

Treasurer to start us, however you prefer.

CHAIRMAN CHAVEZ: I was going to punt it to you, Commissioner Anaya. If you want to go ahead and start reading the proclamation we can go to you and then to the Treasurer and then back to the dais.

COMMISSIONER ANAYA: Okay, Mr. Chair. Will do. The Board of County Commissioners of Santa Fe County, a proclamation honoring the public service of Luciano "Lucky" Varela.

Whereas, Luciano "Lucky" Varela was born on February 17, 1935 to Celestino Varela, Sr. and Catalina Rivera Varela in Pecos, New Mexico, at the end of Camino Rincon, with siblings Josephine, Celestino, Jr., Anna Maria, Guadalupe, and Elijio.

TREASURER VARELA: Whereas, Representative Varela attended public schools in Pecos and was an athlete in high school. Representative Varela attended the College of Santa Fe receiving a degree in accounting and later received a law degree from La Salle University.

COMMISSIONER STEFANICS: Whereas, Representative Varela raised three children, Bernadette, Jeff and James. He has nine grandchildren and two great grandchildren. Representative Varela also served our country in the United States Army Reserves for a total of six years.

COMMISSIONER ROYBAL: Whereas, Representative Varela worked at Sears department store in Santa Fe as a young man and then worked for Santa Fe Public Schools. Later he was employed at the Department of Finance and Administration starting his career as a public servant for the State of New Mexico. He worked as a Comptroller for the Department of Finance Administration. In 1984 he retired with governmental knowledge in all aspects of accounting, budgetary, personnel and investments for the State of New Mexico.

CHAIRMAN CHAVEZ: Whereas, former New Mexico Governor Tony Anaya contracted Representative Varela soon after his retirement to become his legislative analyst during the 1984 legislative session. Lucky went on to work as a financial analyst for the Senate Finance Committee for the next two sessions, which helped spark an interested in becoming a legislator.

COMMISSIONER HOLIAN: Whereas, Representative Varela ran for the vacant State House District 48 seat in 1986 and with plenty of support he won a five-way Democratic Party primary race. Representative Varela was sworn into his first term on January 1, 1987 and has represented District 48 for the last 30 years. Through redistricting, Representative Varela has had the privilege of being the voice in the State House for different areas of the City of Santa Fe and Santa Fe County – east, west and southern Santa Fe.

COMMISSIONER ANAYA: Whereas, Representative Varela has always advocated for government employees, public education, healthcare, the elderly, veterans, children and for family preservation. In addition to the City of Santa Fe and Santa Fe County, the State of New Mexico has benefited from Representative Varela's knowledge of government finances and his efforts to bring attention to funding many capital outlay projects and requests during his 30 years in the New Mexico House of Representatives.

TREASURER VARELA: Whereas, Representative Varela has been a lifelong staunch advocate of the democratic process, having served in different capacities

in the Democratic Party of Santa Fe County and mentored many young State House members and promoted and encouraged aspiring leaders to run for public office in Santa Fe County and well as statewide.

COMMISSIONER STEFANICS: Whereas, Representative Varela was mentored as a legislator by the late Senator Edward Lopez and worked closely with Speaker Ben Lujan, Representative Max Coll, Representative Henry "Kiki" Saavedra, and other legislators to ensure that New Mexico had good, balanced budgets each fiscal year. Representative Varela served as chairman of the Legislative Finance Committee and as deputy chairman of the House Appropriations and Finance Committee. So many different local entities have benefited from the representative's tenure in the legislature. For example, the Santa Fe Boys and Girls Club, the Santa Fe Community College, and Agua Fria Village have been able to serve our community due to Representative Varela's dedication to these organizations.

COMMISSIONER ROYBAL: Whereas, Representative Varela has decided to retire from the New Mexico House of Representatives at the end of the year. However, he will remain available for advice on public policy, government finances and other legislative initiatives after retirement. Representative Varela plans on spending more time with his family and tending to his ranch in Pecos, New Mexico. Representative Varela will continue to mentor young public officials like his godson, Patrick Varela, our Santa Fe County Treasurer, and future aspiring leaders in our community.

Now, therefore, be it resolved that we, the Santa Fe Board of County Commissioners, do hereby proclaim and honor the public service of Luciano "Lucky" Varela. Approved, adopted and passed on this 25th day of October 2016. Signed by all the County Commissioners, the County Attorney and the County Clerk and the County Manager.

COMMISSIONER ANAYA: Mr. Chair.

CHAIRMAN CHAVEZ: Commissioner Anaya.

COMMISSIONER ANAYA: Mr. Chair, I'm going to proudly and humbly say that I want to move approval of the proclamation and hope for a second.

COMMISSIONER HOLIAN: Second.

COMMISSIONER STEFANICS: Second.

COMMISSIONER ROYBAL: Second.

COMMISSIONER ANAYA: I know we got a bunch of seconds. And Mr. Chair, out of respect and admiration for Representative Varela and I'll request, Mr. Chair, if we could, a roll call vote.

CHAIRMAN CHAVEZ: There's a motion and multiple seconds, and you're asking for a roll call vote? Okay. Madam Clerk, roll call.

Commissioner Anaya	Aye
Commissioner Chavez	Aye
Commissioner Holian	Aye
Commissioner Roybal	Aye
Commissioner Stefanics	Aye

CHAIRMAN CHAVEZ: Commissioner Anaya, if we could have the

Representative come up please.

COMMISSIONER ANAYA: And Mr. Chair, if we could, I know that there's going to be comments from Commissioners, but respectfully, I would ask our Representative to speak last and I would ask any members of the family that want to come forward at this time, I would like to give them the opportunity, Mr. Chair, to say a few words, and any of our other elected officials before the Commissioners make comment. I know our Clerk may want to add some words, and any others that are here that want to say a few words. So if we could do that, Mr. Chair. I know it will take a little time but I think it's time well spent.

CHAIRMAN CHAVEZ: I agree with you. It is time well spent and you mentioned the family. I know Representative Varela, you talk about 30 years of service, and that talks a lot about dedication and commitment. Otherwise that wouldn't happen. But there's a lot of family support that goes with that, so I really do thank you for mentioning the family and if the family would like to come up at this time, that would be appropriate.

COMMISSIONER ANAYA: And respectfully, we do have the family here with Mr. Varela but I know there's others that want to speak.

JEFF VARELA: Thank you, Mr. Chair. Looking at the screen and all the pictures going back to my father's childhood, it's obviously pretty touching upon myself as his son but more so for the family. My brother James is here in the back with us and when I see all the County employees here and the proclamation, Commissioner Anaya, it was mentioned that my father was a staunch supporter of public employees, and if anything out of the many things that my father has left has part of his legacy serving in the House, one of them is public service.

He's left that with myself and Patrick in particular. I teach – in fact I have some of my students here in the EDGE courses in Albuquerque for County employees. I get the privilege of teaching public employees, County employees, about human resources and management. But I didn't learn that by myself, Mr. Chair. Obviously, I spent a number of years in state government and was fortunate enough and blessed to retire from state government. So my father and I owe a lot to state government and to the public, and that's what we're all about. That's what our family is all about. We got a lot of political correctiveness going on in our day and age, particularly now during the campaign but I can tell you this. When I ran for office earlier in the year, it's not about politics with us, and a lot of people shake their head, ah, I don't believe it. Well, I say it from the heart and my cousin Patrick and my brother know this.

It's about public service and that's what my father stood for and I've been blessed that he's handed down a lot of my knowledge of state government down to me and I'm able to pass down some of that to students in the EDGE courses that I teach, but really, Commissioner Anaya, I want to thank you personally for bringing this proclamation to the entire Commission and obviously thank the entire Commission and for all the people here today.

But we're honored and we're blessed and what better way for my father to retire than to receive a proclamation and recognition by his hometown in Santa Fe and Santa Fe County. Appreciate that, Mr. Chair and thank you for the time.

CHAIRMAN CHAVEZ: It's our honor.

LUCIANO VARELA: Mr. Chair, looking at all these pictures from my infancy all the way through my old age and I lament the fact that nobody has been able to conquer that dreaded disease called old age. So I'm here and I'm humbled by this acknowledgement by this Commission. Mr. Anaya, his dad and I were personally good friends while he served in state government. So I want to thank the Commission for honoring me here today and I have to go back to work tomorrow to the LFC and we had a special session and to me, it's not fun anymore. The only good thing that we did in the House this last special session was to keep the hold-harmless provision from affecting the counties and the cities. That was the only good thing that I voted for in the House. The rest of the budget I had to oppose them, vote against them, because they're cutting deeply into government. They're not serving the public the way they should serve.

So hopefully the future legislators will be able to bring back New Mexico to where we should be and recognize the fact that the people of the State of New Mexico need the kinds of services that government provides.

So again, thank you for this opportunity and I'll remember it.

CHAIRMAN CHAVEZ: Thank you, Representative Varela. And I know I'll look back at the time that we worked together in the state legislature and I appreciate all the work that you've done for our community and hope that the next legislature will learn from what you've done. But thank you for all your service. Commissioner Anaya.

COMMISSIONER ANAYA: Thank you, Mr. Chair. I'm going to keep my comments to what my dad would say. My dad used to say that 90 percent of life is routine and ordinary on some occasions and not this occasion he might use a little bit different language but he said 90 percent of life is routine and ordinary, he said but ten percent of the time it's really important. You better know what that ten percent is and use it when the opportunity presents itself. You have lived your life, Representative in that ten percent for public service in the interest of every single citizen in the State of New Mexico, not just the citizens in your district.

One story I will put forth to this Commission and those listening in, those in this room. One of the things that Representative Varela always has told me personally, and former Commissioner Anaya in conversations. We had discussion about capital projects in the county. We had discussions about state government and the needs of the State of New Mexico, and he would say I'll do what I can for Santa Fe County and I appreciate you. But then he'd tug on our jacket a little bit and he'd look us square in the eye and he'd say, Don't forget about Pecos. Help out Pecos if you can, our neighbors.

So many of times over the course of – I know my brother's term and Commissioner Holian as the Commissioner for that area, people maybe wondered, well, what's the allegiance to that area? Well, I'll tell you. It's not only that area but all communities in the county, but in particular, Pecos, whatever we could do to provide those extended services and I bring that point up simply this way. We are all serving the county and the whole county. We help each other across the State of New Mexico, but you never forget your roots and you never forget where you come from and that you've got to take care of those roots.

So I just want to say that. Thank you for that, Representative Varela and for all the many, many dedicated years and late nights and early mornings in doing what you did to advocate for people and most importantly those people that could not speak for

themselves. Thank you so much. Thank you, Mr. Chair.

CHAIRMAN CHAVEZ: So before you leave we want to take a photograph. Commissioner Stefanics.

COMMISSIONER STEFANICS: Mr. Chair, I would like to recognize Representative Varela. I always think of him as the Chairman of the Legislative Finance Committee, and for many years he actually led his colleagues into wise decisions, and he also taught all the people who came from both parties what needed to be regarded as important for state government. After we took care of state government we also took care of the rest of the people of the state, but the Chairman of the Legislative Finance Committee took into account everyone. And I would like to thank him for always doing that. For paying attention not just to state government – to all the people of the State of New Mexico and to teaching all the legislators that came. Thank you very much.

CHAIRMAN CHAVEZ: Thank you, Commissioner Stefanics. So we'll finish at the dais. I'll go to Commissioner Holian and then to Commissioner Roybal.

COMMISSIONER HOLIAN: Thank you, Mr. Chair. It's really an honor to have known you and to have been able to work with you, Representative Varela as a representative in our state legislature. You have such a wealth of knowledge and experience that I have always admired on legislative issues, on finance issues, on healthcare issues. In fact on every issue that affects the people in the State of New Mexico.

And I know that on so many occasions you've been instrumental in helping shepherd through the House the right type of legislation that is making a difference in people's lives. So I just want to thank you from the bottom of my heart for all your service over the years and you will be sorely missed.

CHAIRMAN CHAVEZ: I'm going to go to Commissioner Roybal and the County Manager and I think the Clerk would also like to share some words with us. Commissioner Roybal.

COMMISSIONER ROYBAL: I just want to say thank you for your service, Lucky, Representative Varela. I know you've always led by example and just the sacrifice and dedication that you have to have to be in the position you are. You just can't place a value on that, so I just want to say thank you for all your service, sir, and I really appreciate it.

CHAIRMAN CHAVEZ: County Manager, then we'll go to the Clerk and other elected officials. Please come forward.

MS. MILLER: Mr. Chair, thank you. Lucky, hi. Good to see you. I had the great pleasure of working with you for eight years at the state but most of all as DFA Secretary for almost five years and I learned so much from you. You were a great ally and also an adversary. You kept my department in line, made sure we were doing things right and your knowledge of state finances was just incredible and it was such a joy to work with you and your fellow representatives and elected officials. We came to a similar situation, a really difficult budget struggle. We got in a room, we worked it out and we came out of there trying to come up with something that we could all agree to.

That was a big learning lesson for me and so much of what I took from the state I learned from you and from Speaker Lujan and Kiki Saavedra and I felt really fortunate to be there at a time when such a brain trust for the state was there and really it was a

compassion for the residents of the State of New Mexico and in particular for Santa Fe County. You did quite a bit for Santa Fe County and one program that maybe a lot of people don't know. You were such a behind the scenes supporter of the Santa Fe County Teen Court and it is today, I believe, one of the best in the state because of your support and making sure that we had that funded. So thank you. I will miss you. I hope to still see you around, maybe up in Pecos. So thank you.

GERALDINE SALAZAR (County Clerk): Representative Varela, I want to thank you for your years of service and to also acknowledge, as the Manager just stated, that you are a brain trust. That's absolutely true. When we look at your credentials of college education, your law degree, you brought with you skills to the legislature. You will also be acknowledged in the future forever to be a living treasure when it came to finance policy for the state of New Mexico. I want to thank you for your public service again. I'm also happy to see that you will continue to be involved with – that you have a plan to continue with policy, government finances and other legislative initiatives throughout your retirement. I wish the best in your retirement, because you still have it in you – the compassion and the heart to help the people of New Mexico. Thank you so much.

GUS MARTINEZ (County Assessor): Representative Varela, I just want to thank you for again, your service, your wealth of knowledge that you bring, and your serving heart. I'm one of your constituents and I really appreciated the letters that you send updating what was going on in the legislation and also just putting your personal cell number there and your phone number to get a hold of you at any time and I appreciate that and that is a true servant and again, thank you for your service that you've provided for this community and you're going to be greatly missed.

CHAIRMAN CHAVEZ: Commissioner Anaya.

COMMISSIONER ANAYA: Mr. Chair, it's only fitting for us to give Representative Luciano "Lucky" Varela, our legislator from Santa Fe County a standing round of applause if we could.

[Photographs were taken.]

I. H. Employee Recognitions

1. Recognition of Years of Service for Santa Fe County Employees

CHAIRMAN CHAVEZ: So we talked a lot about, in that presentation, about public employees. So we're going to go back to employee recognition and recognition of years of service for Santa Fe County employees.

MS. MILLER: Mr. Chair, in your packet there's a memo of employees who hit a milestone this year or this past month. We initiated a years of service recognition in July of 2014 and we recognize employees on a monthly basis who've completed years of service in five-year increments. Santa Fe County recognizes the value of employee retention and it's important that we express our appreciation to those employees who contribute to the County and choose to make their career with us. On somebody's five-, ten-, fifteen-, twenty-year anniversary we do send them a letter and a pen for the years of service and this past month, I just want to read out who has hit a

milestone.

Anita Lucero in the Assessor's Office, she's assessment specialist II, five years of service, hired October 8, 2011. Gloria Vigil, also in the Assessor's Office, an appraisal assessment manager, five years of service on October 8th. Travis Darnell, he's with our Community Services Department, Health and Human Services, a driver and cook's assistant on October 20th hit his five years. Lucas Herrera, who is with our Public Works/Utilities as a utility systems operator II, hit five years of service and I'd also like to point out he is our AFSCME union, blue collar union president.

Diane Salazar, an accountant in the Finance Division of the County Manager's Office, five years of service on October 27th. In Public Works, James Salazar, a heavy equipment operator in Road Maintenance hit ten years of service on October 2nd. Tommy Garcia in the Assessor's Office, Appraiser Senior, ten years of service on October 30th. Andres Garcia in Road Maintenance as well, heavy equipment operator lead hit 15 years of service. I just want to point out when we have a heavy equipment person with that kind of experience, that's a huge asset to the County because they have true skills in operating the heavy equipment.

Richard Chang, also road maintenance foreman, 20 years of experience in our Road Maintenance Division, and Dolores Olivas, accounting tech senior in the Finance Department, in County Manager's Office, 20 years of service. And last but not least, Andrew Armijo in our Road Maintenance Division of Public Works Department, also heavy equipment operator lead with 25 years of service. So I would like to recognize them and thank them for their commitment to Santa Fe County.

CHAIRMAN CHAVEZ: Congratulations to all of those that have been recognized for years of service. Commissioner Anaya.

COMMISSIONER ANAYA: Mr. Chair, longevity, loyalty, dedication, all translate when you look at these employees that have been here at the County and those people who have committed to staying and serving the public. So I thank them all for their dedication, their longevity and their work ethic that they do here at the County. Thank you, Mr. Chair.

CHAIRMAN CHAVEZ: Commissioner Stefanics.

COMMISSIONER STEFANICS: Thank you, Mr. Chair. I'd like to thank those employees for providing some mentoring and some role modeling for new employees to stick around and to serve the public. Thank you very much.

CHAIRMAN CHAVEZ: Commissioner Holian.

COMMISSIONER HOLIAN: Thank you, Mr. Chair. I would just like to say thank you to all of you who are being recognized for your years of service. I'm always happy to hear about people who've made a career out of being at the County. And of course the longer you're here the more knowledge you have, the more experienced you are, and that is really good for everybody who lives in this county. And I think that it's really important to recognize that you probably have more to do with the quality of life of people who live in our county than anybody at any other level of government, whether it's state or federal. I think that local government really makes a difference in people's lives. So I thank you for your service to our county.

CHAIRMAN CHAVEZ: Commissioner Roybal.

COMMISSIONER ROYBAL: I want to say thank you also for all your

dedication and hard work. This is a milestone that you are being recognized and have attained today and really our County employees are top-notch throughout the county and I do appreciate all the hard work and dedication and of course the time that you guys stayed here and made a career at the County. So I appreciate that. Thank you.

CHAIRMAN CHAVEZ: What I would say, just to add a little bit to the discussion is that many of our employees – and I've said this before, you are on the front line. You interface with the public on a day-to-day basis. When you talk about commitment and dedication what comes to my mind is customer service and quality. And I know that that's the case in our County government. And when you hear the statement about County government being responsible for impacting the lives of its residence, when we look at what's going on across the state and across the country more responsibility is falling on local governments than ever before, and we're fortunate that Santa Fe County is in a position as far as the human talent, the human resources, and the financial resources to provide the services that our residents need and deserve. And I'm proud to say that Santa Fe County goes above and beyond the call of duty in many cases. And it's not because of us, because we're sitting up here. It's because of the committed and dedicated employees that come to work, day in and day out, and make this a career. So thank you for doing that.

I. H. 2. Recognition of New Santa Fe County Employees

MS. MILLER: So, Mr. Chair, we just recognized people with up to 25 years of service here at Santa Fe County but we have a whole new crew of people starting their first month as Santa Fe County. In your packet is a list of the September hires. I won't go through them all; there's about 22 of them, but I did want to point out a few things that we had seven volunteer firefighters. We consider our volunteers our employees. That is a group that goes above and beyond. They do this on their own time and they are to respond to emergencies in the county and we really appreciate having volunteer firefighters. So we have seven new volunteer firefighters. If you get an opportunity to thank them and show our appreciation, I want to make sure that we all do that.

Additionally we have four new deputy cadets in the Sheriff's Office, a couple of employees in the Clerk's Office and then quite a few in our Correctional facilities, as booking managers and detention officers and case managers. I just want to welcome them to Santa Fe County and hope that in five, ten, fifteen years we will be thanking them for their service still at Santa Fe County.

CHAIRMAN CHAVEZ: Madam Clerk.

CLERK SALAZAR: I would like to also, Chair, mention on the list you see Yvonne Sanchez. She's listed as a precinct board member. Yvonne retired from Santa Fe County after 25 years of public service in the County Clerk's Office. Once someone goes through the Clerk's Office and establishes skills with elections, they become a valuable resource for the community at large, and I want to acknowledge the Yvonne has returned to every election since her retirement. She's definitely a resource and I do appreciate and encourage my staff to highly consider being career employees, especially in the Clerk's Office. When we train them we cross train them all and we work with a

team approach in our office. Because we can't do it alone. It takes the whole office and the whole County to help us run elections. Thank you.

CHAIRMAN CHAVEZ: Thank you, Madam Clerk, and I guess what I would highlight in the new hires, we have in Corrections five new positions in Corrections, and jail, our adult detention facility is having to act as both a jail and manage the mental health or behavioral health programs. So we have a booking manager, a case manager, detention officer and life skills worker, all in Corrections, and I point that out because even though we're responsible for those inmates when they're in our care we're trying to be pro-active and break the cycle, break the recidivism so people don't end up cycling back through our adult detention facility. So I appreciate that. Any other comments?

I. H. 3. Santa Fe County Employee of the Quarter Award - 3rd Quarter of 2016

MS. MILLER: Mr. Chair, if you're wondering why the chambers are so full, it's for this item. And the next one. But quite a few of the people here are here because they have nominated their fellow employees to the Employee of the Quarter for the third quarter of 2016. The purpose of this program that we have is to recognize employees who make a significant contribution to Santa Fe County during the previous three-month period. The significant contribution may include providing excellent service to our constituents, developing and implementing new programs, which will benefit the organization, for providing exemplary performance to Santa Fe County in their daily job performance, demonstrating a willingness to work above and beyond the call of duty, or any other contribution to the County which the nominator believes to be important to recognize.

The process for selecting Countywide Employee of the Quarter begins with the designated recognition team selecting one department or elected office Employee of the Quarter for their group, and then from those six groups and the nominees from those groups, the Employee of the Quarter Countywide is then considered and selected.

So the employees selected for their respective department or elected office Employee of the Quarter for the third quarter calendar year of 2016 are as follows. In the Public Safety/Corrections/ Fire and Regional Emergency group, the employee nominated by that group is Glenda Ortiz. She's an emergency communications specialist III. Her hire date was July 1, 2007. Glenda Ortiz continuously provides proficient and valuable service for the members of Santa Fe County. Glenda is proficient, professional and extremely helpful in the most stressful situations. She is well respected by her peers within the communications center and the members of the Santa Fe County community. I would ask her to stand but I got a notice right before the meeting that she is actually in jury duty today so she could not be here. For the rest of them I'll ask that they stand when I read it off so the Board can see who you are.

So the next group is the Sheriff's Office. Yvonne Cordova. There she is. She's the secretary for the Sheriff's Office. She's been with us since December 5, 1999, so that's another great accomplishment. Ms. Cordova displays exemplary performance in regards to her duties and ensures the court services division runs smoothly on a day to day basis.

It was noted that her personal commitment to quality is obvious in everything she does.

In Public Works, Colleen Baker. Colleen Baker is project manager II. She's been with the County since October 6, 2003. Ms. Baker has continuously been improving Santa Fe County's Open Space program. Recently she received recognition from the National Parks Service for the retracement trail project, which by the way we had a dedication on Saturday she was there. It was a great dedication. The success of Santa Fe County's Open Space projects and national recognition speaks tremendously of Colleen's abilities.

In the support services, County Manager's Office, Legal, HR, Finance and Administrative Service Department group, Dolores Olivas. Dolores is an accountant tech senior. She's been with the County since October 7, 1996. I mentioned earlier she just got her 20 years of recognition of service to Santa Fe County. Ms. Olivas' customer service skills and professionalism are top-notch. It was noted that she is meticulous in her responsibilities and follows through, and is always a motivator to her coworkers and speaking from personal experience when I was Finance Director before, she always has such a big smile and makes everybody around her feel good. So thank you, Dolores.

Then in the elected offices, Assessor, Treasurer, Clerk, Probate, we did not have any nominations this quarter.

And in the Community Services, Health, Growth Management and Housing group, Adrianna Velasquez. You saw her earlier at today's Housing Authority Board meeting but Adrianna is an accounting tech senior. She's been with us since December 28, 2015. Ms. Velasquez has gone above and beyond her normal obligations to keep the general office operations functioning. Her dedication during a crucial transition period aided the Santa Fe County Housing Authority immeasurably. It was noted that without her attentiveness the Housing Authority would have faced countless operational issues. So thank you, Adrianna as well.

So please give a round of applause to all of them.

CHAIRMAN CHAVEZ: Patrick, do the drum roll for us.

MS. MILLER: So what I'd like to do, Commissioners – so, yes, drum roll. So as I've said before, when we've done this, we have a separate group that does not have any one of the nominees in their departments. We're to make an impartial recommendation or award of the Employee of the Quarter, and the Employee of the Quarter for the third quarter of 2016 goes to Yvonne Cordova.

CHAIRMAN CHAVEZ: That was a tough choice. That would have been hard for me to make. Please come forward, Ms. Cordova. Congratulations.

MS. MILLER: And Mr. Chair, as we do every quarter for the nominees for the Employee of the Quarter, each one who was nominated by their group receives a certificate of recognition, along with a letter for two hours of administrative leave, and then the individual who receives Employee of the Quarter receives an additional certificate and a letter for eight hours of administrative leave as well as a really nice – I guess it's almost like a trophy, and their name on the plaque.

CHAIRMAN CHAVEZ: Well, well earned and well deserved.

RON MADRID (Undersheriff): Mr. Chair, Commissioners, a little earlier you were talking about dedicated career individuals that have worked with Santa Fe County. When we were talking about that the first person who came to mind was

Yvonne. In December she's going to have 17 years working with us and Yvonne is responsible for coordinating all the transports of our prisoners to district court and magistrate court, and we're talking over 200 inmates a week that she has to call state correction facilities, juvenile facilities county facilities and it's amazing how many contacts Yvonne has at these facilities. She makes a phone call and she'll know exactly where these inmates are, and how to get them back here. I just want to tell you she is one dedicated individual and we're very proud that she got this award. Thank you, Yvonne.

CHAIRMAN CHAVEZ: Thank you.

YVONNE CORDOVA (Sheriff's Office): I would like to thank everybody at the Sheriff's Department. I love my job. I love what I do and they just make it easy to come to work every day. So thank you.

CHAIRMAN CHAVEZ: Thank you. Commissioner Anaya.

COMMISSIONER ANAYA: Mr. Chair, first of all I want to congratulate Yvonne on becoming the Employee of the Quarter. It's awesome work and every single time we hear any comments from any of the employees that receive this award or they're nominated the thing is the same and it always ties back to their work and their dedication and their fellow colleagues. So congratulations for that. You guys are all awesome. I just want to ask Mr. Chair if we could have all of the nominees come forward as well and give them a chance to say anything if they like, but I want to give a shout-out to each and every one of you for your nomination and a shout out to you, Dolores, for your many years of service. I was just looking – you were here two months before I came to the County. I just saw that. But it's awesome for all of you to have been nominate and if they could come forward, Mr. Chair, I think that would be awesome.

CHAIRMAN CHAVEZ: That's totally appropriate. I see Colleen Baker. If you want to come forward. Because we want to recognize and appreciate each of the employees that's been recognized this round and hope that they're in the next round because the work continues, right? And I know that we go from Public Safety which is very important and sometimes really kind of forgotten, Public Safety, their role. We want them there when we need them but not any other time. Right? So Public Safety, I think we need to recognize that for the role that they play. And it's not easy to be in that job. You really have to like that job. So I appreciate what Public Safety does.

But then we go from Public Safety to Parks, Trails and Open Space, Colleen.

COLLEEN BAKER (Open Space): Mr. Chair, Commissioners, I just want to take the opportunity as well to say thank you. Thank you also to our management and directors and all the employees. I feel very fortunate to have worked for Santa Fe County and really a lot of the very progressive efforts that the County has undertaken over the years in conservation and community planning, and also to the public who makes this work possible, who continues to support and to call us to action to do these kinds of initiatives. And then also to my colleagues, both inside and outside of the County who day in and day out – I certainly don't work alone; none of us do. So thank you and I really appreciate and to my colleagues, that was a tough group of people, so thank you.

CHAIRMAN CHAVEZ: Ms. Olivas, would you care to share a few words with us?

COMMISSIONER ANAYA: Dolores has been here a long time. She's always been dedicated to the employees and to the citizens and to everybody she helps.

Dolores Olivas.

DOLORES OLIVAS (Finance): Thank you all. Thank you, Commission Chair, Commissioners. I want to thank you all for this opportunity. Katherine, I've known her forever. I appreciate you and I thank you and I thank the Finance Director, Carole. We're going to miss her and she's a true leader, and I thank my Finance family. I feel that they're number one. They're hardworking and I appreciate all their help and their support. And I love working for the County and I just want to say thank you to whoever nominated me. I really do appreciate it. And I thank you all. Have a good day.

CHAIRMAN CHAVEZ: Please come forward.

COMMISSIONER ANAYA: Adrianna Velasquez.

ADRIANNA VELASQUEZ (Housing): Commissioners, I want to thank my director for all that he's done. I want to thank Katherine for all that she's done, all of you guys for all that you guys have done and sort of been behind our backs. Working for Housing is a totally different world, so thank you all for all that you do.

CHAIRMAN CHAVEZ: Thank you. Commissioner Roybal.

COMMISSIONER ROYBAL: I also just wanted to say congratulations to Yvonne and to everybody, all the nominees that were nominated as well. Congratulations on a great job. I really appreciate this program. There's a lot of times or many times where a job well done or going above and beyond can go unrecognized, so I'm proud to be a part of this recognition of our employees and would like to thank them again for all their commitment. Thank you.

CHAIRMAN CHAVEZ: So before you all leave we would like to take a group photograph. So we'll go down and do that at this time.

[Photographs were taken.]

I. H 4. Recognition of Carole Jaramillo for Her Years of Service to Santa Fe County

CHAIRMAN CHAVEZ: I'll turn it over to the County Manager.

MS. MILLER: Mr. Chair, as you know, Carole has accepted a position at – I won't mention the city that stole her from us, but I wanted to make sure that we had an opportunity to really honor Carole for all that she's done for Santa Fe County. While she's been Finance Director for about a year and a half I feel like she's really been Finance Director for a lot longer, and not taking anything away from her predecessor but just that Carole's been with the department or the division for ten years and she has such a wealth a knowledge that she's always been the go-to person to find out information about what's in the County's budget? How do we deal with this? How do we deal with that?

She has such a wealth of institutional knowledge and technical capabilities, but then as she's moved up through the ranks in Finance she's proven to be a great leader and you heard Dolores mention it as well. And her division, the Finance staff is really a cohesive and great group and they have really looked to Carole for the vision for that division and her leadership. And she stepped up to the plate when she became Finance

Director she wears the weight of anything that concerns finance or even concerns of the County on her shoulders.

She really takes any issues that the County has seriously and works hard for solutions and problem solving and she's going to be greatly missed. She's a good friend. She's a great colleague. She's a terrific person and she's been a super Finance Director. And we will all miss you and we thank you so much for giving us the ten years that she gave us here at Santa Fe County. We wish you well in your next adventure and maybe you'll be back.

CHAIRMAN CHAVEZ: So I'm going to have the other Board members comment. Commissioner Stefanics.

COMMISSIONER STEFANICS: So Mr. Chair, while we are not happy that Carole is leaving, I have also suggested she not return. I have suggested that she move on to be a county manager of some other county in the state. One of the things that I find from the Association of Counties is that we have county manager vacancies – not all the time, but when we do they definitely need the expertise of a finance person in order to either get them out of a problem or to set them on a steady course. And you have been extremely valuable to us. I know you'll be valuable to your next employer, but I think that she has bigger and greater things in store for her. Thank you.

CHAIRMAN CHAVEZ: Thank you, Commissioner Stefanics.
Commissioner Anaya.

COMMISSIONER ANAYA: Thank you, Mr. Chair. Carole, I think that one of the things that I would say to you personally as a Commissioner is in the positions that you've been in, not only as Finance Director but in dealing with the magnitude of resources and revenue and expenditures and reporting requirements that we have that there's been some times in discussions that things get pretty darn intense when we're trying to balance a budget and make sure that the citizens understand what's being presented and its clear and its concise. And I just want to say that in some of those intense moments, if there was ever that thought that I had any disrespect for you, just wipe that away from your mind, because I never, ever disrespected you or any of the other employees.

Sometimes we had some critical discussions and intense discussions but they were all held without malice and you always held yourself in a very professional way, responsive to the questions from myself and the other Commissioners and responsive to your staff and responsiveness to the community and the citizens of the county. So keep that head high, keep moving where you're moving, wherever that may take you, manager or wherever it could take you. Maybe you'll be a DFA Secretary some day as well. But I wish you nothing but the best. The County has been a good place for you and who knows? You never know when you may come back around. Look at me. Thank you, Mr. Chair.

CHAIRMAN CHAVEZ: Thank you. Commissioner Holian.

COMMISSIONER HOLIAN: Thank you, Mr. Chair. Thank you so much, Carole, for all your hard work over the years. In my mind you have been the ideal Finance Director. You're right up there among the best. I just think that your job is actually one of the hardest in the County but it's also one of the most important. It's really crucial to good government and I'm really proud of the way that Santa Fe County

has handled its finances and that's partially due to your hard work because you've not only kept track of how much we are spending but you've also kept us informed of the facts and that really helps us make the right decisions in the end.

So in any event I'm really going to miss you. I've really enjoyed knowing you. I hope you'll come back and visit. Good luck in your new job. Thank you.

CHAIRMAN CHAVEZ: Commissioner Roybal

COMMISSIONER ROYBAL: I'd really like to say, Carole, that it's been a pleasure working with you the last couple of years and it sounds like you've been a dedicated employee for at least the last ten years. As much as Santa Fe County doesn't want to see you go we know we can't hold you back. So I wish you all the best in your future endeavors. Thank you.

CHAIRMAN CHAVEZ: Ms. Jaramillo, four years goes by pretty quick. I feel like I was just kind of getting to know you in a sense as a County employee, but what I noticed in that short time is your attitude, your positive attitude, your professionalism, and the demeanor that Commissioner Anaya talked about earlier. I think that goes a long way especially when you're talking about finances. It's not always easy to say no but sometimes you have to because it's the right thing. But I want to recognize you and the office for the audits, the recognition that Santa Fe County has gotten over the last couple of years for the audits, the timeliness of the audits, no findings. The department has had good leadership. I know that you'll leave the department in a good position. The County's in a good position, but I think it's through your efforts and the efforts of your staff that we're able to say that. So I thank you for your service and only wish you the best of luck in your future.

So I'm going to read – we have a Nambe piece that we would like to present to you. It reads, In recognition of Carole Jaramillo. Santa Fe County thanks you for your vision, dedication and expertise. It's just a small token of our appreciation for the work that you've done for Santa Fe County and you will not be forgotten. So we're going to go down and take a photograph. If there's anything that you would want to share with us you're welcome to.

CAROLE JARAMILLO (Finance Director): Thank you, Mr. Chair, Commissioners. This is going to be very brief because I am going to start crying any second now. But I just want to say thank you very much for your kind words. I'm very touched and moved that you had such nice things to say to me. Any success that I've had here at Santa Fe I owe to the staff that I work with. I have a fantastic Finance staff that I'm leaving behind and you guys are being left in very good hands with the Finance staff that we have here. And also, the leadership in Santa Fe County – Katherine, Tony and of course you, members of the Commission, have been outstanding and I appreciate everything. Thank you.

MS. MILLER: And Mr. Chair, after we do a picture with Carole and the Board, I would like to have her department or division come up behind because that's a big group of supporters out there.

[Photographs were taken.]

I. J. Presentation on and Recognition of the Turquoise Trail Volunteer Fire District

COMMISSIONER STEFANICS: Mr. Chair, we are taking the opportunity to recognize our volunteer fire department around the entire county and I am very proud to have Turquoise Trail Volunteer Fire Department in my Commission district and with us today we have Chief Kevin Burrows whom I'm sure Chief Dave Sperling will talk about.

DAVE SPERLING (Fire Chief): Thank you, Mr. Chair, Commissioner Stefanics.

COMMISSIONER STEFANICS: And Kevin can practice his smile before the picture.

CHIEF SPERLING: That hasn't worked in ten years. I don't know what to do about that. But I do appreciate once again the opportunity to present one of our 14 Volunteer Fire Departments from Santa Fe County Fire Department to the Commission and to the public. Previously we have recognize Galisteo, Agua Fria, Glorieta Pass, Hondo and Eldorado, and today as Commissioner Stefanics noted, it's Turquoise Trail Fire District which is one of the longest standing fire districts in Santa Fe County. The district chief with us today, Kevin Barrows has been district chief for five years and it's his opportunity now to say a few words about his district.

COMMISSIONER STEFANICS: Chief, does this district cover both Commissioner Anaya and myself? So we should make that clear for the public. Thank you.

KEVIN BARROWS: Good afternoon, Commissioners, residents of Santa Fe County, visitors. As current chief at Turquoise Trail I was asked to speak today about the Turquoise Trail Volunteer Fire Department. Some information about myself. I've been with the Turquoise Trail volunteering for 26 years. I'm married to a wonderful, understanding wife and have two awesome daughters. I'm a firefighter/EMT intermediate wildland firefighter, advanced vehicle extrication technician, swift water rescue technician, rope rescue technician and I've been a member of the Santa Fe County technical rescue team since 1998.

Turquoise Trail was established in 1969. We have three stations. One that's in good shape, one that's in pretty good condition and the station that is in Cerrillos, New Mexico has been slated for replacing. It was built in 1974. We have three fire engines, two tender tankers, one old brush truck that is going to be replaced by a state fire grant, two med units, one heavy rescue and we house the county technical rescue 2 vehicle/truck. All of our vehicles are over 15 years old with the exception of one newer fire engine.

Our district starts around the penitentiary of New Mexico and goes south to Galisteo and also south to Madrid as well as over to the Bonanza Creek area movie set. Our current membership is 18 dedicated volunteers. We have five certified firefighter I, ten trainees with various CPR, wildland, auto-extrication certifications, two auxiliary members and we currently have two members in the volunteer fire academy. On average we're paged 250 to 400 911 calls per year. Most of these calls are medical related. Some

are vehicle accidents and a small number, luckily, are structure fires or brush fires.

We have trainings every Tuesday night where we refresh, teach and learn skills. Currently we're in need of trained EMTs as we are not able to respond with our med for first response as often as we should. The question has been asked, why do we volunteer. Usually at first the response is that we want to help our community, or we want to learn about firefighting. I've asked myself over the years the same question and I've realized it's more of a life experience, being able to connect with people who are in need of help, and working with them and working with a team of like-minded people to get the job done, oftentimes in difficult situations and oftentimes in a very rewarding situation.

Turquoise Trail has been a stepping stone for many to transition into the paid positions with the County and also with the City fire department. I would like to acknowledge Michael Jaffa, the County retention and recruitment captain for his help in bridging the gap between the paid and volunteer staff. I would also like to acknowledge County emergency manager Martin Vigil for his dedication in preparing the county for the possible worst and hoping for the best situation and his support with the tech rescue team. Please support him in a huge task of emergency management.

We ask for the continued support for the volunteers and paid staff. It is very important in helping with the residents of Santa Fe County and thank you for your continued support.

CHAIRMAN CHAVEZ: I want to as the Chair thank you and the chief and all of the volunteers and all the firefighters, not only the volunteers for their commitment and the interest in keeping our community safe. I know it's not easy. I don't know if I'd be able to do it. Might give it a try one of these days, but yet to be seen. But thank you for your work and for being here. Commissioner Stefanics.

COMMISSIONER STEFANICS: Thank you, Mr. Chair. So one of the questions that we've asked the other fire districts is what do you need? What's missing? Do you need more equipment? Do you need more volunteers? What do you need?

CHIEF BARROWS: I lot of times it's volunteers who can commit their lives to responding at all times of the day and so forth and having them stay with us, because a lot of times like I said before we're a stepping stone, which is good for the County, good for the City, and people come in and move on. I'm not sure if it's something that maybe retired people can pick up or maybe we need more information out to the residents as to what we're all about, I guess. That could be a help.

Like I said before, equipment. We have pretty good equipment. However, they're 15 years old. We're going to start needing some replacement here as I'm sure you've heard before from us. That's pretty much our needs now.

COMMISSIONER STEFANICS: Great. We have been targeting and looking at younger people but maybe we need to do an outreach to the retirees as well. So great ideas.

CHIEF BARROWS: Maybe something in the high school areas. We could start with information there.

COMMISSIONER STEFANICS: Okay. Thank you so much. Thank you, Mr. Chair.

CHAIRMAN CHAVEZ: Commissioner Holian.

COMMISSIONER HOLIAN: Thank you, Mr. Chair. I think it's important

to note that we are very fortunate in Santa Fe County, even though most of our firefighters in fact in the County Fire Department are volunteers. They are every bit as well trained as any so-called career firefighters and in fact I think they might be even more experienced than for example City firefighters at fighting wildland fires. And I just am really pleased that we are having this standing item on our agenda so that we can personally thank all the volunteer fire departments in the various districts in Santa Fe County.

I would also like to note that next term you will have a Commissioner who not only appreciates what you do but is also experienced and I would like to acknowledge Anna Hamilton who is sitting in our audience now, who will be the next Commissioner for District 4 and who is also a volunteer firefighter. Thank you, Mr. Chair.

CHAIRMAN CHAVEZ: Thank you, Commissioner Holian.

Commissioner Anaya.

COMMISSIONER ANAYA: Mr. Chair, Chiefs, both of you, I appreciate Commissioner Stefanics you bringing up that Turquoise Trail does interact a lot with Commission District 3 as well as District 5, but in saying that I would say that there are many districts in the county but one department. And I think that's the important thing that all the departments, and having been there myself and having donned an SCBA and walked in the boots that firefighters get into when they get into their gear to go to a call. You noted a few things that I want to say again and highlight and that's that you help people but you're at a crossroads between triumph and tragedy and depending on which call it is and what happens on that call, it's either triumph or it's tragic but you're there to help people however you can.

I also want to accentuate that 350 calls, 365 days in a year, it's not hard to do the math to understand that there's different numbers of calls in each district but that the volume of work that volunteers take on in partnership with the paid staff is very large. You mentioned family and it's important to mention family because the volunteers sacrifice many things to help the greater good of the community, and for that we are all very thankful and appreciative.

One thing I would like to add, Commissioners, and I was going to bring this up under Matters from the Commission but I'm going to bring it up right now, and I appreciate Commissioner Stefanics bringing up the fact, what do you need? Tell us what you need. I think this Commission and prior Commissions has been very dedicated to making sure that Santa Fe County is what I like to say, the best paid, the best equipped, the best trained public service and public safety in the State of New Mexico. Overall finding though is that throughout all departments in the state and across the country we're losing volunteers. And also we're finding in challenging budget times that we may not be the best paid department in the State of New Mexico.

And so one of the things that I'm going to ask the Manager to do this Commission and the next Commission is to take another careful look at where we sit relative to pay scale, training opportunities, equipment, and in that planning process, Chief Sperling, that I know that you go through very methodically with the district chiefs throughout the whole county, is that we really take another hard and sincere look at where we sit. Where do we fall? I don't want to fall down. I want to make sure we evaluate where our paid staff is, where our volunteers are and how we invest in additional recruitment and

retention, and then how we stay at the top of our game associated with equipment.

And I know with the Manager sitting here and the challenging times we have it's not easy, but I think our investment in public safety as a Commission, for many years now has been very clear: It's a priority. So if we could, if we could take another look carefully – our paid staff, our volunteers, our equipment, to make sure that we stay at the top of the State of New Mexico and we don't fall below the top. I'll just leave it at that. Chief, thank you so much for your dedicated service and all of the volunteers that are in the Turquoise district and all those districts that complement your district like Madrid and Cerrillos.

I'm going to say this on Cerrillos. We have as part of our planning and the bond issuance – correct, Commissioner Stefanics? The bond issue that's going to be out on Tuesday in November. What's the date, Madam Clerk? The election date?

CHAIRMAN CHAVEZ: Eighth.

COMMISSIONER ANAYA: November 8th. Early voting is on now. We could provide information and the information is this. Seriously consider the bond issues for all of them but for fire departments in particular, and you mentioned the Cerrillos Department that stands to get constructed if we're able to get that bond passed. So please vote and please consider supporting that because it's very valuable and necessary. Mr. Chair, I went on a little longer but I think it's that important that we emphasize the critical nature of the concerns that have been raised not only by this district but others that we're falling short on volunteers across the state and across the country and we want to do something about it but we don't want to lag behind on equipment and we don't want to lag behind with how we pay and train and equip our paid staff. Thank you, Mr. Chair.

CHAIRMAN CHAVEZ: Thank you, Commissioner Anaya.
Commissioner Roybal.

COMMISSIONER ROYBAL: Yes, actually I had some comments. I too wanted to say thank you to Commissioner Stefanics for bringing this up. I've said several times in the past that we're fortunate to have the volunteers we do and just the amount of dedication. I've sat in some meetings with the local fire department where I live in Pojoaque and just the amount of work that they had to put forward just to get ready for the inspections for – remind what that is again.

CHIEF BARROWS: ISO.

COMMISSIONER ROYBAL: The ISO ratings, yes. I sat in this meeting and it's just unbelievable the amount of work that goes into that, and these are volunteers that take time from their families, take time from their daily lives to protect the public. So I can't emphasize enough the gratitude and importance that this has in our community and as Commissioner Anaya alluded to as well, we need to make sure that if there is staffing, we need to make sure that we have coverage at these stations 24/7. So that's something that I think that we really need to consider. Thank you.

COMMISSIONER STEFANICS: Mr. Chair, I'd like to have us take a photo.

CHAIRMAN CHAVEZ: Great.

[Photographs were taken.]

II. CONSENT AGENDA

A. Resolutions

1. **Resolution No. 2016-119, a Resolution Rescinding and Replacing Resolution 2016-89 and Declaring the Eligibility and Intent of Santa Fe County to Submit an Application to the New Mexico Department of Transportation for Federal Fiscal Year 2018/2019 Transportation Alternatives Program (“TAP”) Funding; Acknowledging the Availability of County Funds for the 14.56% Local Match and Reimbursable Construction Costs Required by the TAP for Phase IV of the Arroyo Hondo Multi-Use Trail (Growth Management Department/Ray Matthews)**
2. **Resolution 2016-120, a Resolution Rescinding and Replacing Resolution 2016-90 and Declaring the Eligibility and Intent of Santa Fe County to Submit an Application to the New Mexico Department of Transportation for Federal Fiscal Year 2018/2019 Transportation Alternatives Program (“TAP”) Funding; Acknowledging the Availability of County Funds for the 14.56% Local Match and Reimbursable Construction Costs Required by the TAP for the Construction of Segment 5 of the Santa Fe Rail Trail (Growth Management Department/Ray Matthews)**
3. **Resolution No. 2016-121, a Resolution Rescinding and Replacing Resolution 2016-91 and Declaring the Eligibility and Intent of Santa Fe County to Submit an Application to the New Mexico Department of Transportation for Federal Fiscal Year 2018/2019 Recreational Trails Program (“RTP”) Funding; Acknowledging the Availability of County Funds for the 14.56% Local Match and Reimbursable Construction Costs Required by the RTP for the Construction of Segment 5 of the Santa Fe Rail Trail (Growth Management Department/Ray Matthews)**
4. **Resolution No. 2016-122 Resolution Delegating Authority to the County Manager to Acquire Real Property Interests Necessary for Construction of the Santa Fe Rail Trail Segment 6 (Public Works Department/Terry Lease) [*Exhibit 1: Staff Memo*]**
5. **Resolution No. 2016-123, a Resolution Authorizing Holidays, Closing of County Offices and the 2017 Santa Fe County Employee Calendar (Human Resources Division/Bernadette Salazar) (Corrected Caption)**
6. **Resolution No. 2016-124, a Resolution Requesting an Increase to the Project Funding Allocation for the Pojoaque Recreation Complex, Madrid Fire Station and Eldorado Fire Station 4;**

and Requesting a Budget Increase in the State Special Appropriation Fund (318) to Budget Grants Received for those Projects / \$361,910 (Finance Division/Carole Jaramillo)

B. Miscellaneous

- 1. Request Approval of County Health Care Assistance Claims in the Amount of \$204,749.85 (Community Services Department/Kyra Ochoa)**
- 2. Request Approval of Four (4) Indefinite Delivery/Indefinite Quantity (ID/IQ) Price Agreements, with: Allied 360, Associated Asphalt, Espanola Transit Mix, LLC and Moriarty Concrete, Awarded Pursuant to IFB #2017-0078-PW/RM for Road Maintenance and Construction Materials and Authorization for the County Manager to Execute all Purchase Orders Associated with the Agreements (Public Works Department/Mike Kelley and Purchasing Division /Bill Taylor)**

CHAIRMAN CHAVEZ: Let's go to the Consent and be sure we haven't overlooked everything there.

COMMISSIONER STEFANICS: Mr. Chair.

CHAIRMAN CHAVEZ: Commissioner Stefanics.

COMMISSIONER STEFANICS: I would move approval of the Consent

Calendar.

COMMISSIONER HOLIAN: Second.

CHAIRMAN CHAVEZ: There's a motion to approve the Consent

Calendar as noticed. There's a motion and a second. Any further discussion? Hearing none.

The motion passed by unanimous [5-0] voice vote.

[Clerk Salazar provided the numbers for the approved resolutions and ordinances throughout the meeting.]

The Board of County Commissioners of Santa Fe County temporarily adjourned at 4:30 and convened as the Santa Fe County Board of Finance.

III. SANTA FE COUNTY BOARD OF FINANCE

CHAIRMAN CHAVEZ: So now we need a motion to adjourn and reconvene as the Santa Fe County Board of Finance.

COMMISSIONER ROYBAL: So moved.

COMMISSIONER HOLIAN: Second.

CHAIRMAN CHAVEZ: There's a motion and a second.

The motion passed by unanimous [5-0] voice vote.

- A. **Call to Order**
- B. **Roll Call**

Clerk Salazar verified the presence of all five Commissioners.

- C. **Presentation of the County's Investment Report for the Five Months Ending September 30, 2016** [*Exhibit 2: Power Point Presentation*]
- D. **Request Approval of a Revised Investment Policy** [*Exhibit 3: Staff Memo; Exhibit 4: Investment Policy*]
- E. **Request Approval of the County Treasurer's Investment Strategy for the Next Six Months**

TREASURER VARELA: We'll go over first the challenges that we had in the Treasurer's Office this year. We had the volatile market conditions, predicted slow upward market, fed funds tightening, and volatile treasury rates. And as some of you may be aware, many may be aware the feds increased the fed funds to .25 this year and there's an 86 percent chance that they'll increase it again now in December.

We'll go to the next slide. We'll start off with our fixed income portfolio. Our operational portfolio has \$74,578,863.92. Our general obligation bond portfolio of 2011 has \$8,986,304.67. Our core portfolio has \$32,156,716.27. Our general obligation bond 2013 has \$9,119,736.74, for a total at our custodial at Fifth Third we have \$124,841,621.60.

Our other accounts that we have, we have LANB, which many of you know that we did close all the accounts over there with the exception of the Studio CD. So our LANB account, we have \$5,901,81.91. Our various CDs that we have throughout Santa Fe with the different banks, Guadalupe Credit Union and so on, we have \$998,000. Our First National of Santa Fe, we have \$66,410,730.04. Our UBS 2013, we have \$6,034,305.68, and our UBS government account we have \$25,126,965.96, for a total of \$104,471,083.59.

The percentages that we're gaining there liquidly are at LANB, we're getting 2.5 percent, which was created a long time ago, so we're still reaping the benefits of those higher interests back then. At First National Bank we're getting 20 basis points, and at UBS we're getting 34 basis points.

Our total balance between our core portfolio and our operational portfolio is \$229,312,705.19.

In June many of you hear a new term, and this was new for me called the Brexit. It was a term used for Britain exiting the Euro-nation. That occurred on June 23rd of this year. As a result of that the stock market fell, 401Ks across the nation fell, and many of you are probably wondering why the importance of this having to do with Santa Fe County. When I came in office in 2014 I inherited over \$45 million of securities that were over five years. Within that time I met with many of you, although Commissioner Stefanics, I didn't have the opportunity to meet with you with any of my committees this year or in the past, but over that time we have sold – in 2013 we sold \$10 million of those long terms that was 15 to 20-year durations, and that was with the consent of the Investment Committee. We talked about it. We had sold additional ones throughout highs

and lows in the market. What's interesting about the bond market is when the stock market zags the bond market zigs, so it's a zigzag, so that when the stock market falls the bond market rises really convexly.

So with the advice of our Investment Committee we decided to hold those and sell them at par. By April of this year we had \$13 million left and those were the very, very long securities of 20, 30 years. We didn't think we'd be able to sell them.

This next slide shows you that we had exactly \$31 million of held-up fixed income. This is our core portfolio. This is our large duration. We had \$13 million that was still outstanding that we'd consider long term. They were past the direction of our five-year policy. So this slide shows the stock market and if you look, June of this year, you'll notice that red spike down there, that's when the Brexit happened. If you look at the aggregated market, this year alone if you notice it's been on a rise all year.

So on the 23rd when that happened we met with our bank that represents Fifth Third. They said our portfolio would look really good. 401Ks would probably be really bad. I asked them if there'd be a chance that we'd be able to sell. He didn't think at that point we wouldn't because he didn't think it would climb over 112. Well, if you notice, those windows of opportunity happened between the 8th and the 11th so I was able to sell the remaining 13 that we had at par or above. So we no longer have any long terms past five years right now in our portfolio. So that was the benefit that we had of the Brexit, so we were able to shorten our window in our investment policy and I believe that it was you, Commissioners, that said let's not sell them right away and at a loss; let's just try and sell them over time. Well, after 3 ½ years we were able to bring back our window of our investments into the five-year window that we have in our policy.

Our investment policy should be revisited every year in order to react to economic conditions and address any legislative changes that we have. This year we had some legislative changes so we've worked on this. We have been working on it since about February in the Investment Committee, going back and forth and looking at the different changes we can make in it. Everybody knows that we abide by safety, liquidity and yield but there's another factor that I like to always look in there and that's legality. It's the legality of what we can invest in per statutes. So that's a big element in my book.

So we follow New Mexico Statute 6-10-10 on everything and it's all laid out in our new investment policy. In short, what we're wanting to do and we've added the investment policy in front of you. We have a core account. We have never touched it every since I came in office and what it is is those are the long terms. At that point there was \$45 million. Right now there's a little over \$30 million but we're looking collectively. We don't need \$25 million so we're looking to extend just the core portfolio by itself to ten years maximum security, and that's with a \$25 million cap.

We also added language in the collateral part to specify that Santa Fe County requires 102 percent collateral of market value. And the reason why we added that is because when we were at LANB for six months we had trouble getting a collateral from them. It was always that they didn't have time to do it, some kind of excuse and so finally we went over there and I actually reported them to the OCC that we needed to do it; it was going to cause an audit finding. So we put this language in our new IP.

Also to require it being market value as opposed to par value and the reason why is when the market conditions are down that \$100, give or take of a bond or divided in

million increments, that million dollars might be only worth \$998,000 at that particular window. So we're looking at mark to market as opposed to par.

And also we wanted to add the addition of SB 56, which is laws 2016, Chapter 15, which is investing in CDARS, which are brokered CDs. They give a little bit more yield. We buy them only up to \$250,000 which is what the FDIC is insured for. Also the addition of cash accounts which many of you heard a presentation from Promontory Bank which I have a representative here. We can go over that real briefly what a cash account is. It's kind of like a CD. You buy them at \$250,000 increments but you get a little better yield. The benefit of that with us – and I have also First National Bank Santa Fe here and they can talk about it. They may be able to give us a little more yield on our bank accounts now because it will alleviate a lot of the collateral they have to pledge for us because now the FDIC is pledging that instead of the bank. So I'm going to introduce Melissa Gonzales and Glenn Martin from Promontory Bank and Melissa from First National Santa Fe.

CHAIRMAN CHAVEZ: I want to ask my colleagues if they have any questions at this time. Commissioner Anaya.

COMMISSIONER ANAYA: I'll hold all my comments to the end. Thank you, Mr. Chair.

CHAIRMAN CHAVEZ: Okay.

GLENN MARTIN: Thank you, Mr. Chair. Thank you, Commissioners, for coming in. Let me start by giving a little background. My name is Glenn Martin and I represent Promontory Interfinancial Network. We're actually based in Arlington, Virginia and we work with about 3,000 community banks across the country and we help those banks place deposits into banks that can insure up to \$250,000. Melissa Gonzales represents First National Bank of Santa Fe. We work with their bank here locally and the products that Treasurer Varela was talking about is the Certificate of Deposit Account Registry Service, which is a high dollar FDIC insured CD product where depositors, whether you're private, public, non-profits, individuals, can invest multi-million dollars in one local institution and receive FDIC insurance on the full deposit balance.

The other product, the cash accounts, is called insured cash suite, and the difference being it's the money market deposit account version or demand deposit account version of CDARS. So the primary difference being liquidity whereas a CD or term product the money is tied up until maturity. In the insured cash suite product, the client, the depositor has access to those funds every day.

So we have been involved for quite some time with the New Mexico Bankers Association. They have been instrumental prior to the SB 56 in educating the legislature on the fact that these two products have been authorized in 49 states, now 50 states, for public deposits, and I know we've had some conversations with Treasurer Varela and Melissa and their bank having interest in freeing up some of the collateral that's currently pledged on those deposits and then possibly being able to offer a little bit better competitive rate, which is not uncommon with a lot of our network members. It costs them money to be able to tie up funds in low yielding security – treasuries, agency bonds, and if they have the opportunity to free up those deposits it's more beneficial to the bank.

The primary benefit locally is the fact that you as a depositor working with a local bank, First National Bank of Santa Fe, when you place \$10 million, \$20 million, \$30

million, whatever the deposit amount is, those funds are reciprocated by other banks, so the net effect is the deposits stay local, and that was a big part of the legislative process to make sure that the funds will stay in the State of New Mexico and then can be lent out by the local bank back into the respective communities.

So with that, I think I'm primarily here just for – I know we're on a time schedule here – to answer questions or address any concerns that anyone has. I don't know if Melissa, if you have any comments you want to make.

MELISSA GONZALES: Mr. Chair, Commissioners, my name is Melissa Gonzales. I'm the treasury management director for First National Bank of Santa Fe, and just to reiterate what Glenn said, the bank is absolutely willing to give Santa Fe County a higher interest rate on any deposits that are placed in the ICS solution.

CHAIRMAN CHAVEZ: Great. Thank you for your presentation, Patrick. Does that conclude your presentation or is there more information that you wanted to provide.

TREASURER VARELA: There's still some more. So we worked on the investment policy; it's in your packet. If you look at it, we've made very minor changes. Mr. Shaffer made a lot of changes in the verbiage. The main changes that we made are on page 6, 6 and 7. That's where we added the investments that we are proposing that we invest in. We've talked about it for the past several months, adding these investment vessels on there, and also the language of core portfolio, which is on page 9. We already have a core portfolio but we're asking the Commission to allow us to put that window of up to ten years. That gives just a little bit more yield that the County can use, capping it at \$25 million only.

And the other one was on the collateral which is on page 11, that they have to give us on a monthly basis a market value collateral report. So that's an action item to be voted on. And then the next six-month plan, if approved would be for investing in short-term treasury bills and notes, investing in mixed step and bullet government agencies, investing in short-term CDs if they're approved in the policy, and investing in collateralized government money markets and in cash accounts. That was just disseminated now. And only invest in the above that out-perform for the particular window of time. Right now a lot of CDs are actually out-performing treasuries, which is new. I think that has to do with the predicted tightening of the fed funds and now in December they're predicting like I mentioned earlier about 86 percent is what they're predicting that it will go up to probably another 25 basis points.

So with that, I yield for any comments.

CHAIRMAN CHAVEZ: So just to be clear, the investment policy is the document that was provided. It's a separate attachment.

TREASURER VARELA: Correct.

CHAIRMAN CHAVEZ: So just to be clear we're all referencing the same document. This investment – the policy that's in front of us also has, as you mentioned, some highlighted language?

TREASURER VARELA: Correct. Those are mild changes that Legal, the Manager and myself have made. There was a lot of cleanup that we were doing, adding the word "shall" to a lot of the language. The ethics part, we added another area highlighted on page 4. Contracting professionals, how they must read and abide by our

IP. We had some language on page 7 of the NMAF bonds, that we buy the muni bonds or municipal bonds. The bulk of the change started on page 9 with the core portfolio and the limitation of purchase of premium bonds.

CHAIRMAN CHAVEZ: And all of these were discussed by the Finance subcommittee and approved?

TREASURER VARELA: The Investment Committee.

CHAIRMAN CHAVEZ: The Investment Committee, I'm sorry. Yes.

TREASURER VARELA: Yes, Mr. Chair.

CHAIRMAN CHAVEZ: Okay, Commissioner Anaya, you had a couple of questions?

COMMISSIONER ANAYA: Yes. First and foremost, Mr. Chair, I want to go off what you just said that the process by which we not only take in money but make sure that we provide assurances to the public and ourselves is not an autonomous process at all in that it engages this Board, the Board of County Commissioners as the Board of Finance, but utilizes the leadership and the direction and work of the Treasurer on the Investment Committee, that also includes Deputy Treasurer and your staff and other outside assistance from people like First National Bank and others, but also includes the participation of our County Manager, our Finance Director, our Legal Department, and other Commissioners, typically the chairman and the vice chairman, and then those recommendations in turn after they're vetted and discussed in multiple meetings, not just individual meetings, then come back for approval to move forward.

But I just want to highlight that. The other thing, Mr. Chair, that I'd like to do is I'd like to speak just quickly to the comments that the Treasurer made earlier relative to the long-term investments. When the County faced challenges like the rest of the country and the State of New Mexico with the downfall of the economy, the downturn in the economy, a lot of the counties had long-term investments that they needed to liquefy, they needed to sell those assets in order to offset the costs of doing business. And there was a lot of scrutiny, whereas, we as government officials had always moved in the position of longer-term investments are a good thing, not a bad thing. But as time progressed and we went through that difficult time in the economy, we found that we needed to shorten the term in our investments in order to have those liquid assets available to us to do business.

That being said, I don't want to downplay in any way the number of discussions that were held between colleagues on this Commission, between the Manager, between the Finance Director, between the Treasurer to completely and fully vet whether or not at that time we should sell, liquefy those assets and take a hit, and there was many counties and local governments that in fact had pretty substantial losses because they chose to – because out of necessity I think, and I want to highlight that. The County, based on the management that we've had in our investments through your office, Mr. Treasurer and the work of the County Manager and the Finance Director, put us in a better position than most other counties were because we weren't forced to have to liquefy those assets, those investments, I should say, to be able to utilize them to fund operations.

That fact was a very carefully and methodically – Manager Miller, I would say process that included everyone and we made the conscious decision at that time to wait. And because of that decision and because of that collective involvement, which I want to

highlight from all of those players, we got to the point where you are today, Mr. Treasurer, that you were able to find the right time in the market to evaluate that with other advice and recommendations that you have received and go ahead and do that at a little bit better than a gain, would you say? You said at par or better.

And so I wanted to highlight that, Mr. Chair. That was no small feat. It took a collective effort of the Treasurer and many others to do that, but I really want to say it because I want to commend all that did it, but I also want to make it clear to the public that's listening that the finances are very complex, very multifaceted across the County and that there are multiple people, professionals that are evaluating what we're doing collectively and making sure that we have adequate recommendations moving forward. So I just want to highlight that, Mr. Chair, and with that, Mr. Chair, and with the fact that you said that the items have not only been individually vetted through the Legal Department, the Manager and the Finance Department and the Treasurer, our primary investor for the County, but that the Investment Committee approved the recommendations. I'm going to move approval of those recommendations, Mr. Chair. Do I need to take them one at a time, Greg or can we do them collectively?

GREG SHAFFER (County Attorney): Mr. Chair, Commissioner Anaya, I think with respect to the investment strategies, which were outlined, you could do those all together, but I think a separate vote on the Investment Policy itself would be in order.

III. E. Request Approval of the County Treasurer's Investment Strategy for the Next Six Months

COMMISSIONER ANAYA: So I would move the investment strategy first, Mr. Shaffer. So I'll go ahead and move approval of the investment strategy, Mr. Chair.

COMMISSIONER HOLIAN: Second.

CHAIRMAN CHAVEZ: There's a motion to approve – this is the six-month investment strategy?

TREASURER VARELA: That's correct.

CHAIRMAN CHAVEZ: That you've laid out. So there's a motion and a second. Any further discussion? Hearing none.

The motion passed by unanimous [5-0] voice vote.

D. Request Approval of a Revised Investment Policy

COMMISSIONER ANAYA: Mr. Chair.

CHAIRMAN CHAVEZ: Commissioner Anaya.

COMMISSIONER ANAYA: Mr. Chair, in accordance with the recommendations of our counsel I'd go ahead and recommend approval of the investment policy this time.

COMMISSIONER HOLIAN: Second.

CHAIRMAN CHAVEZ: There's a motion and a second. Under discussion I would just say that the investment policy has been vetted by the Board of Finance and I

think we've spent about the last maybe five or six months on this.

TREASURER VARELA: That's correct.

CHAIRMAN CHAVEZ: So I think that it's not been rushed. I think that staff has had enough time to iron out all the details, but it is something that we need to take action on this evening so the office will be able to continue to do their work. So I appreciate that. So we have a motion and a second.

The motion passed by unanimous [5-0] voice vote.

III. F. Adjourn and Reconvene as the Board of County Commissioners of Santa Fe County

COMMISSIONER ANAYA: Mr. Chair.

CHAIRMAN CHAVEZ: Commissioner Anaya.

COMMISSIONER ANAYA: Mr. Chair, respectfully, I know that Manager Miller is providing the incoming Commissioners with a lot of information and a lot of data and lot of numbers, but I would respectfully ask that the Treasurer, in concert with the Manager's Office and Legal and Finance, figure out a pathway between now and before January to provide some very specific and detailed overviews of the investment policy, investment strategy and the process by which the Treasurer brought up today, if that's okay with you as well, Mr. Treasurer.

TREASURER VARELA: Yes. Absolutely.

COMMISSIONER ANAYA: Thank you very much. Thank you, Mr. Chair.

CHAIRMAN CHAVEZ: So now we need a motion, I believe, to adjourn and reconvene.

COMMISSIONER ANAYA: Mr. Chair, I'd move that we adjourn the Board of Finance and reconvene as the Board of County Commissioners.

COMMISSIONER HOLIAN: Second.

CHAIRMAN CHAVEZ: There's a motion and a second.

The motion passed by unanimous [5-0] voice vote.

The Board of Finance adjourned at 4:58 and reconvened as the Santa Fe County Board of Commissioners

IV. ACTION ITEMS

B. Resolutions

- 1. Resolution No. 2016-125, a Resolution Delegating to the County Manager Authority to Negotiate and Execute All Documents and Agreements Necessary to Effectuate the Santa Fe County Self-Funded Employee Benefits Program**

TONY FLORES (Deputy County Manager): Thank you, Mr. Chair. I'll be brief. In September the Board of County Commission approved the termination, if you

will, from the State's employee benefits program so that Santa Fe County could initiate its own self-funded insurance benefit program. The resolution before you today is requesting authorization and delegate authority to the County Manager to finalize all the negotiations and to have signature authority on all the eventual contracts. And the purpose of this is timing. September 27th we gave notice to the State. We have to have our documents into our providers by December 1st in order to have an effective date of January 1. So with that, Mr. Chair, we're asking for approval of the resolution. I stand for questions.

CHAIRMAN CHAVEZ: And I'll read the title of the resolution. It's a resolution delegating to the County Manager authority to negotiate and execute all documents and agreements necessary to effectuate the Santa Fe County self-funded employee benefits program.

MR. FLORES: That's correct, Mr. Chair.

COMMISSIONER HOLIAN: Mr. Chair.

CHAIRMAN CHAVEZ: Commissioner Holian.

COMMISSIONER HOLIAN: I move for approval.

COMMISSIONER ROYBAL: I'll second.

CHAIRMAN CHAVEZ: We have a motion and second. Any discussion?
Commissioner Anaya.

COMMISSIONER ANAYA: Mr. Chair, Mr. Flores and Ms. Salazar, have we started to talk about a strategy by which we'll communicate this process to the employees throughout the entire process? Could you just say it on the record? I know we are doing that but I'd like you to just briefly say we're going to do that and that throughout the process we're going to make sure that there's no lag in service for healthcare services, which is a very sensitive matter for everyone, and that the process is going to be very transparent and clear?

MR. FLORES: Mr. Chair, thank you, Commissioner Anaya. We've actually started 4 ½ months ago discussing the potential of this option with employees. Ms. Salazar convened various working groups with employees from different organizations, different union representatives to explain where we may end up. Based upon the decision by the Board to where we are today, those discussions with those committees have continued. They even continue as early as tomorrow morning.

In addition, once the Board approved the letter to terminate from the State we immediately started working – Ms. Salazar and Ms. Quintana – on the employee benefits plan for Santa Fe County to ensure there is no lapse in coverage, there is no termination of benefits. It should be a transparent process, and that will continue on with open enrollment starting tomorrow all the way through November 18th, I believe. So the process is fluid but there is a plan in place to make sure all 900 employees of Santa Fe County are provided that opportunity through an open enrollment process.

COMMISSIONER ANAYA: Thank you, Tony for that clarity, and Mr. Chair, thanks for allowing him to provide it.

CHAIRMAN CHAVEZ: Yes. So we have a motion and a second.

The motion passed by unanimous [5-0] voice vote.

IV. C. Miscellaneous

1. **Request Authorization to Publish Title and General Summary of Ordinance No. 2016- ____, an Ordinance Amending and Restating in its Entirety Exhibit A to the Fee Ordinance of Santa Fe County, Ordinance No. 2015-10**

PENNY ELLIS-GREEN (Growth Management Director): Thank you, Mr. Chair, Commissioners. This is to request to publish title and general summary of an amendment to the fee ordinance. This amendment would add remodel fees, add a minor amendment fee for a conditional use permit and clarify that variance and third-party review fees are per review. And Mr. Chair, this is just a request to publish title and general summary so we can have the hearings on November 29th and December 13th and I stand for questions.

CHAIRMAN CHAVEZ: Great. Thank you for that.

COMMISSIONER ANAYA: Mr. Chair.

CHAIRMAN CHAVEZ: Commissioner Anaya.

COMMISSIONER ANAYA: Mr. Chair, I'm going to go ahead and move to publish title and general summary, noting that this will be to just publish title and general summary and the items noted and there's going to be public hearings afforded. And then after a second, under discussion I have another comment, Mr. Chair.

CHAIRMAN CHAVEZ: I would second. There's a motion and a second. Commissioner Anaya.

COMMISSIONER ANAYA: Mr. Chair, I think there might be a few people in the audience, in fact I know there's one. Mr. Shepherd from Madrid is here to make some brief comments if you could indulge, Mr. Chair, I would appreciate it if you could give them an opportunity to make brief comments. I know we're going to have a public hearing on it but they've waited all afternoon, so I wanted to see if that was possible.

CHAIRMAN CHAVEZ: I'm going to go ahead and accommodate it but very brief. We do have our animal control ordinance and people are going to be here for that. But if anyone would like to speak to this let's keep it to two or three minutes if possible.

COMMISSIONER ANAYA: Mr. Shepherd. Mr. Chair, Mr. Shepherd also happens to be one of our long-time volunteer firefighters.

CHAIRMAN CHAVEZ: While he's approaching the podium, Penny, I noticed that you have provided additional information that has redlines. Should we be referencing this for the notice to publish or will you provide this to the public.

MS. ELLIS-GREEN: Mr. Chair, that's for the next item.

CHAIRMAN CHAVEZ: Oh, okay. I'm sorry.

STEVE SHEPHERD: Thank you, Commissioners. My name is Steve Shepherd. I've been a resident of Madrid for about 20 years. I'm a proud member of the Madrid Volunteer Fire Department for over 15 years, past chair of the Madrid Cultural Projects non-profit, past member of the board of advisors of the Madrid Landowners Association. I'm in support of the changes to the Sustainable Land Development Code, particularly those pertaining to sand and gravel operations. As you know, we recently had

a tragedy in our town where a sand and gravel truck crashed. There was a fatality. It could have been a lot worse but for the grace of god the truck landed in the ravine, an arroyo, instead of careening through the center of town where it could have been a lot worse.

This was a 40,000 pound trailer. The tractor-trailer owner or the tow truck owner said that that truck was overloaded. The frequency of gravel trucks coming through Madrid is increasing. I wouldn't be surprised if it's because there's not a lot of regulation as they come down Turquoise Trail as opposed to going up I-25. I know that there's not a lot you can do because this is a state highway and you can probably do little for pre-existing traffic, but you can limit the growth of new sand and gravel operations that will use Highway 14 including those under the disguise of land reclamation.

In my opinion the amendment doesn't go far enough. There should be a moratorium on all new sand and gravel operations that will transport on Turquoise Trail but in the meantime the changes that are proposed are a step in the right direction. Thank you.

CHAIRMAN CHAVEZ: Thank you.

COMMISSIONER ROYBAL: Mr. Chair.

CHAIRMAN CHAVEZ: Commissioner Roybal.

COMMISSIONER ROYBAL: I just want to thank Mr. Shepherd for his comments and also for his service as a volunteer fire department firefighter.

CHAIRMAN CHAVEZ: Thank you, Commissioner Roybal. So we have a motion and a second to authorize publishing title and general summary of this ordinance amending and restating in its entirety Exhibit A to the fee ordinance of Santa Fe County. And if you would, Penny, for the public's information, give those dates again for the public hearings that are scheduled ahead.

MS. ELLIS-GREEN: Sure, Mr. Chair, Commissioners. Those hearings will be November 29th and December 13th.

CHAIRMAN CHAVEZ: There was a motion and a second.

The motion passed by unanimous [5-0] voice vote.

IV. C. 2. Request Authorization to Publish Title and General Summary of Ordinance No. 2016-__, an Ordinance Amending and Restating in its Entirety the Santa Fe County Sustainable Land Development Code (SLDC), Ordinance No. 2015-11 [Exhibit 5: Staff Report re: Planning Commission]

MS. ELLIS-GREEN: Mr. Chair, yes. This is a request to publish title and general summary of an ordinance that amends and restates in its entirety the SLDC. Staff has initiated the review. We've come in front of you twice already with proposed changes. We had four area meetings. The packet that you have in front of you includes all the changes. That has been available on line and the memo has been available on line. If I could touch base on a couple of major changes since the last time we presented.

The first major change would be in the signage section. Changes were needed due to case law. It was necessary to rewrite that section to avoid content-based restriction.

The next change to highlight relates to the water section and the hookup tables, Table 7-17 and 7-18. We made changes to the distance to hookups related to our ability to be able to require that hookup. Related to that is the requirement for a domestic well permit to be issued by the County in the service area of the County utility, and also there's amended language to the quarter acre-foot restriction relating that only to new homes on new lots created.

Per direction by the BCC we did incorporate the two additional changes requested for the small-scale sand and gravel. That was an additional thousand-foot setback from existing residences and a two-year timeframe for any small-scale sand and gravel use, and we also included in Chapter 13 per your direction changes to the affordable housing section including a bonus for income range one, combining income range one and two for the percentages on the table, adding a new section to establish the opportunity of affordable rental units, adding a new section to eliminate the need for an affordability lien for market rate transactions, and to allow for a non-profit housing organization to hold a lien instead of the County.

In addition Tony handed out an additional memo. This is the memo related to the Planning Commission. On Thursday of last week the Planning Commission took action. They made two motions. The first motion was to unanimously approve all the changes in the booklet that you have, and the second motion was to approve four additional changes that staff had handed out that are outlined in this memo. It includes changes to 1.3, the effective date, 7.13 for the required connection to a water system, Section 8.10, infrastructure requirements for a new PD district, and definition for public or publicly regulated water and water supplies.

Again, the Planning Commission approved these four changes and all of the changes in your booklet in a public meeting. And I stand for questions.

CHAIRMAN CHAVEZ: Questions of staff?

COMMISSIONER ANAYA: So Mr. Chair and Ms. Ellis-Green, associated with what we're publishing title and general summary for, if there are other matters that come up in the course of the discussions for the public hearings, are those not going to be allowed to be discussed or possibly changed? And the reason I'm asking this question is one comment that I had, not just from one person, but it had to do with we had a discussion at the last meeting in regards to horses, and not wanting to have any individual community say arbitrarily or individually we're going to disallow those that have been a traditional use in the community. That was one item that we had at the last meeting.

But I've also had feedback relative to communities that are disallowing wells to be drilled. Do we have anything in our code or in our community plans that would disallow someone from drilling a well? I want to make sure that we don't. And here's what I want to make sure that we don't have. I didn't think we did, but I think we need to be real careful about having people use a community system is much greater as we're knowing and learning more and more, especially in communities where we have people living so close to one another and we have issues of contamination and groundwater contamination and things like that. But we need to be careful. So we're not disallowing wells in any of our community plans. Correct?

MS. ELLIS-GREEN: Mr. Chair, Commissioner Anaya, not that I'm aware

of. We'll go back and check. The only time we require connection is in those tables that I mentioned, Table 7-17 and 7-18, and that depends on how far you are from an existing system and what kind of development you're doing.

COMMISSIONER ANAYA: Right. So, Mr. Chair, where I'm going with this is if you have a community water system, let's say Galisteo, for example, that has a community water system but already has closed the number of allowable permits that it has in its system. I don't want us by design in a code to disallow someone who maybe has a parcel of property but can't get into that closed water system because of capacity or other issues, and the only alternative they have is to drill a well to be able to utilize the property that they have.

So that's the concern that was raised. If there's a community association or water association that is providing access and opportunity for people to hook up, that's one thing, but if somebody has a parcel with no access they still need to have a viable means to get water to that lot.

MS. ELLIS-GREEN: Mr. Chair, Commissioner Anaya, the utility would have to be ready, willing and able to serve, so if they're not then you could self-supply.

COMMISSIONER ANAYA: Thank you so much. Thank you, Mr. Chair.

MS. ELLIS-GREEN: We'll go ahead and make sure that no one is disallowing those.

CHAIRMAN CHAVEZ: So this again is a request to publish title and general summary.

COMMISSIONER ANAYA: I move for approval, Mr. Chair.

CHAIRMAN CHAVEZ: Okay, there's a motion.

COMMISSIONER HOLIAN: Second.

CHAIRMAN CHAVEZ: There's a second.

The motion passed by unanimous [5-0] voice vote.

CHAIRMAN CHAVEZ: Penny, for the public's information could you give dates on the public hearing for this ordinance?

MS. ELLIS-GREEN: Mr. Chair, this ordinance will go to the same meetings, which will be November 29th and December 13th.

CHAIRMAN CHAVEZ: And is it one public hearing or two for these resolutions.

MS. ELLIS-GREEN: Both of these ordinances will have two public hearings. Thank you.

CHAIRMAN CHAVEZ: Thank you.

- IV. C. 3. Request Approval of Change Order No. 4 in the Amount of \$282,846.49 to Contract #2016-0067-PW/BT, for a Total Contract Amount of \$3,075,708.51 with Weil Construction Company for the Stanley Cyclone Center Project and Authorization for the County Manager to Sign the Purchase Order [Exhibit 6: Staff Report]**

MARK HOGAN (Public Works): Thank you, Mr. Chair, Commissioners. I'm here requesting approval of change order #4 for the Stanley Cyclone Center. On September 13th when I was presenting the third change order I had said in responding to Commissioner Stefanics' questions about whether or not there would be other change orders coming and I did identify the kitchen remodel or upgrade for a commercial kitchen as a potential one coming forward. There's two other items that are involved in this change. One regarding drainage and the other one is for curb and gutter in the parking lot.

As I explained on the 13th there's a number of items that were identified early in the project that we wanted to include in but because we were concerned about whether or not we could fit it into the budget, we held back on those in the original contract and we're here trying to backfill some of those requests since the project was bid favorably and we have come in – it came in under budget and so we're nearing the completion of the project.

These are two important issues regarding the Stanley Cyclone Center and so I'm here to request approval of those items. I would like to say that the project is still within the overall budget. We'll be able to accomplish that and also we're confident that this will be the last time we'll be standing here asking for more money for the project. And again, it is within the original budget. There may be a small credit at the end of the project because we have a few items, namely some window screens that we were able to appreciate some savings on.

So the contractor's been very helpful in working with the County on this project and helping us realize not only these savings but also working with us to address the schedule so we can have the majority of this work installed and completed by the December 4th ribbon cutting ceremonies and weekend of activities that's been scheduled. So with that I'd be happy to stand for any questions.

COMMISSIONER HOLIAN: Mr. Chair.

CHAIRMAN CHAVEZ: Commissioner Holian.

COMMISSIONER HOLIAN: Thank you, Mr. Chair. Mark was a commercial kitchen always envisioned for this project or did this come up more recently?

MR.HOGAN: Mr. Chair, Commissioner Holian, it was identified early on in the wish list that we had for the project. Again, when we were working with the cost estimators on the project we did not think that we would be able to accommodate that within the budget. And so about mid-summer in July it was apparent that we would have some funding left over and we would be able to address that within the budget, and so we've been working with the contractor and the architect to get those changes drawn up so that they could be priced. And when we got the pricing back in fact it did come within, and so that's why we're back here today.

COMMISSIONER HOLIAN: So we are within the budget that we allocated, or that we voted to allocate a couple of years ago I gather.

MR.HOGAN: Commissioner, that's correct.

COMMISSIONER HOLIAN: But we're just within the budget, correct? Any further major changes would probably go above budget, correct?

MR.HOGAN: Mr. Chair, Commissioner, that is correct. We have about – at the completion of this we'll have about \$4,000 to \$5,000 left in the original budget.

COMMISSIONER HOLIAN: Okay. Thank you, Mark.

COMMISSIONER ANAYA: Mr. Chair.

CHAIRMAN CHAVEZ: Commissioner Anaya.

COMMISSIONER ANAYA: So I guessed based on those comments, a swimming pool is going to be out then, Mark?

MR.HOGAN: Mr. Chair, Commissioner Anaya, I think we're going to have to postpone the swimming pool for a while.

COMMISSIONER ANAYA: Mr. Chair, I'm very appreciative of the Commission and staff and all that have worked on the project. It's a beautiful facility. We're already getting a lot of people that are interested in utilizing the facility, both for public purpose and youth purpose and also to pay to utilize the facility. So it's exciting that we're getting close to completion and I appreciate the modifications that are going to be made and hopefully we'll get them all done before that ribbon cutting. We'll see what we can do. But I'd move for approval, Mr. Chair.

CHAIRMAN CHAVEZ: There's a motion. Do I hear a second?

COMMISSIONER ROYBAL: I'll second.

COMMISSIONER HOLIAN: Mr. Chair, I have another question.

CHAIRMAN CHAVEZ: There's a motion and a second. Under discussion, Commissioner Holian.

COMMISSIONER HOLIAN: Thank you. Mark, are there any plans to charge fees which would help towards the maintenance costs? Maintenance, administration costs of this facility?

MR.HOGAN: Mr. Chair, Commissioner Holian, the management at the facility is going to be run by the Community Services Department and my understanding is they have a contractor who is going to be in charge of managing the facility as well as rental rates so there is some revenue produced by the facility.

COMMISSIONER HOLIAN: Thank you.

CHAIRMAN CHAVEZ: Manager Miller.

MS. MILLER: Mr. Chair, Commissioner Holian, on that point. We will be bringing back I believe at the end of November a proposed use and fee schedule, just like we have for the community center and the Pojoaque fields for the facility for different types of events and different types of uses. So the Community Services Department is working on that policy and we hope to bring that back before the end of the month so that when we do have it open and available we already have the fee schedule in place. In addition, as Mark said we did an RFP for an operator and they'll do the maintenance and operations of it and that contract should be coming – I don't know if they will be asked to come to the Board or not. It's not a large dollar one, but we do hope to have that one in place as well in the next month or so, so that both the operations and the fee schedule for use of the facility are all in place before the end of the year.

COMMISSIONER HOLIAN: Thank you.

COMMISSIONER ANAYA: Mr. Chair.

CHAIRMAN CHAVEZ: Commissioner Anaya.

COMMISSIONER ANAYA: I always love this point when we have the discussion about it, on paying and facilities and I just want to highlight and say this. We have uses that will be private use or paid use but I don't want to get into a situation where we're charging kids for public use or to walk their animals in the arena. I wouldn't treat

this any different than utilizing the Dale Ball Trail. Do we charge people to get on the Dale Ball Trail? Do we charge people to go enjoy the park or a given area within the county? So I think we keep it all in perspective. I didn't realize we were trying to get this all done by November but I get it. It's all good. But I just want to say it respectfully, Mr. Chair, that this facility is no different than any other facility, the multi-use fields in Pojoaque, the fields in Agua Fria. There's a time where we want to generate revenue for a facility, and there's a time when taxpayers pay for a facility and we want to provide access for public use without paying anything because they pay taxes.

So I just want to say it on the record again, just to make sure that my perspective is clear and that we treat this facility no different than any other facility, but there's a time for paid use and a time for open, public use. Thank you, Mr. Chair.

CHAIRMAN CHAVEZ: Okay so we have a motion, a second, discussion.

The motion passed by unanimous [5-0] voice vote.

CHAIRMAN CHAVEZ: So I want to do some housecleaning again. We have a need to go into executive session, but we also have a public hearing that was supposed to start no later than 5:00 and that's the animal control ordinance. So Manager Miller, can we –

COMMISSIONER STEFANICS: Mr. Chair.

CHAIRMAN CHAVEZ: Commissioner Stefanics.

COMMISSIONER STEFANICS: We have a couple of public hearings, not just one. So we should take into account if we're going to forge ahead, or if we're going to break, and then have a late evening. We're going to have a late evening either way. So if we're going to keep going for one public hearing we should keep going for the other one.

CHAIRMAN CHAVEZ: Well, we have a public hearing for an ordinance and then we have a presentation and public comment on the Pojoaque Basin Regional Water Authority joint powers agreement. There's no action on that item. It's just for discussion.

COMMISSIONER STEFANICS: But it's noticed for 6:00 pm.

CHAIRMAN CHAVEZ: I understand that but it's still no action item. And time, we don't always have full control over the time because we've done other things during the day. So what is the pleasure of the Board then?

COMMISSIONER HOLIAN: Mr. Chair, well, might I suggest that we find out how long the executive session might take so we could get a better feeling for the time. If quite a lot of time is going to be required for that maybe we'll want to put that off until later. But if we do and we start in on the public hearing I would like to request a break since we have now been sitting here since 2:00. Well, 3:00.

CHAIRMAN CHAVEZ: How about 11:00?

COMMISSIONER HOLIAN: Well, that's true.

CHAIRMAN CHAVEZ: Okay, so it's a good thing to do a time check. I don't know. We could estimate the time we're going to be in executive session, but that's hit or miss. So I don't really know that that's a gauge that we want to use. Commissioner Stefanics. It's up to you. What would the Board – how do you want to proceed, executive

session or go into the public hearings? I'll go either way.

COMMISSIONER ANAYA: Mr. Chair.

CHAIRMAN CHAVEZ: Commissioner Anaya.

COMMISSIONER ANAYA: I'm fine going right into the public hearings.

Actually, let's go into the public hearings. That's my thoughts.

COMMISSIONER HOLIAN: Mr. Chair.

CHAIRMAN CHAVEZ: Commissioner Holian.

COMMISSIONER HOLIAN: May I still request a ten-minute break?

CHAIRMAN CHAVEZ: So first we're going to do a ten-minute break and then we'll come back and do the Santa Fe County Animal Control Ordinance. And then right after that we'll do the presentation and public comment on the Pojoaque Basin Regional Water Authority joint powers agreement. So we're going to take a ten-minute break and we'll be back. Thank you.

[The Commission recessed from 5:30 to 5:50.]

VIII. PUBLIC HEARINGS

A. Ordinances

1. **Ordinance No. 2016 ____, Santa Fe County Animal Control Ordinance: an Ordinance Governing the Duties of Animal Owners, and Others; the Impoundment of Animals; and the Issuance of Permits; Defining Offenses; Establishing Penalties Related to Animals; and Repealing Santa Fe County Ordinance Nos. 1981-7, 1982-7, 1990-8 and 1991-6 and Santa Fe County Resolution No. 1982-28 (Second and Final Public Hearing) [Exhibit 7: Walter Wait Submittal]**
 - a. **Public Hearing to Include Presentation by the Bernalillo Task Force Regarding the Implementation of Bernalillo County's New Animal Ordinance Specifically to the Prohibited Fixed Point and Trolley Tethering. Captain Andi Taylor of the Bernalillo County Sheriff's Department, Director Misha Goodman of the Bernalillo County Animal Care Services and Angela Stell of NMDOG will present**

CHAIRMAN CHAVEZ: If I could have your attention. I want to thank you for your patience. We're going to try to see if we can progress in a timely fashion and in the interests of time, while I'm waiting for the other Commissioners to join us I want to read some ground rules that I want to hold us to. And I know that many of you here this evening are here because you're interested, and I want to thank you for your civic participation and your interest in your community. The ground rules will ensure that we can do this in a timely fashion and that everyone has opportunity to speak.

First we'll have staff's presentation and followed by that will be a presentation on Bernalillo Task Force, what Bernalillo County has done in their new animal control ordinance. And then right after that will be the public hearing. I'm asking that the public

keep their comments succinct and that you time your presentation within three minutes. I know that that's not a lot of time. You can also give your time to others, if there's a group and one of you can represent that group let us know and we'll allocate time for that individual representing that group. Members of the public may give some or all of their time to either a group or an individual, but again, let us know so that we can get your time.

And I think that would really cover it and I just would ask that we respect each other, that we respect each other's comments and opinions and that we not interrupt each other, and that we just have proper decorum as we proceed in this debate about the animal control ordinance. Commissioner Stefanics.

COMMISSIONER STEFANICS: Mr. Chair, I have a question. Some of the Commissioners might have some changes right up front that might address some concerns. Are you going to hear those first or hear those at the end?

CHAIRMAN CHAVEZ: I think we should probably do staff's presentation and then hear about what Bernalillo County has been doing, do public comment and then we can discuss the ordinance and any amendments that may be appropriate. So if we could then, if we could start with staff presentation.

PAUL PORTILLO (Animal Control): Good evening, Mr. Chair, Commissioners. My name is Paul Portillo. I'm the supervisor of the Santa Fe County Animal Control Division of the Sheriff's Office. The Santa Fe County Sheriff's Office and the Legal Department for Santa Fe County have been trying for the last three years to implement and revise an updated ordinance. Great time and consideration has gone into making changes to the ordinance from public feedback via emails. You as County Commissioners requested we do a comparison of tethering laws from other jurisdictions which was completed and should be in your packets which each of you was presented with.

We request that this ordinance be implemented as our current ordinance, which was written in 1991 is weak and very outdated. So some of the more recent changes that we had were to Section 7 advising of a six-month grace period who are currently chaining, tethering, or have their pets on a trolley system, in adequate time for a lowered form of restraint.

Section 9, individuals who maintain ten or more dogs or cats on their property, added to Section 9.D. 2, the exclusion of this class of permit holder from the requirements to comply with the standards of care in Section D. 2 was inadvertent.

Section D.2.B.i has been revised that a professional animal care holder can keep animals in areas with ambient temperatures higher than 85 degrees in regard to whelping puppies.

Section 10.D. 1 so dogs would be neutered or spayed after the second impoundment. This revision eliminates the owners of show animal to provide proof that they have been in a competition.

By implementing this new ordinance it allows ACOs to better serve the public and ensure the safety of citizens and animals who reside in Santa Fe County. This new ordinance allows officers to prosecute cases in court without a lot of gray area, which is kind of the problem we have with our current ordinance now, which can be interpreted in many different ways. We greatly appreciate the time and consideration of the BCC in this

matter and hope that it is implemented in a timely manner. Thank you.

CHAIRMAN CHAVEZ: Thank you, Mr. Portillo. So now we're going to do the presentation on Bernalillo County and what they've done regarding their animal control ordinance.

ANGELA STELL: Good afternoon, Commissioners. My name is Angela Stell. I am the founder and director of a non-profit in Bernalillo County called NMDOG. This is Pat Trujillo. He is a supervisor with Bernalillo County Animal Care Services. The third part of the Bernalillo County Animal Cruelty Task Force is the Bernalillo County Sheriff's Department. Captain Andi Taylor was not able to join us this even. You do have a letter in your packet from her pointing out some of the improvements that the anti-tethering ordinance has made in Bernalillo County from a law enforcement standpoint and also offering her contact information should you wish to reach out to her directly.

So I guess at the last meeting there were some questions brought up and some concerns. Specifically the things that stood out to me were on safe and proper containment of animals that might be prone to escape or jumping or climbing, so we have included in the small Bernalillo County pamphlet in the package some solutions to that problem and in this part of the packet there's also some links and other resources listed that will show some of those containment solutions. A lot of them can be purchased like a pre-fab installation type of thing. A lot of these things are easy, do-it-yourself remedies that can provide safe enclosure without a tether or a trolley, to keep a climber or a jumper or a digger inside of their yard.

And I guess we will open up – do you want to ask questions? Specific questions?

COMMISSIONER HOLIAN: Mr. Chair.

CHAIRMAN CHAVEZ: Excuse me. I forgot procedure. This is a public hearing, public testimony. We need to be sworn in, so let's backtrack just a bit and clean that up. And then, Madam Clerk, can we swear everyone in at the same time? [Those wishing to speak were placed under oath.]

[Duly sworn, Angela Stell testified as follows:]

MS. STELL: So my name is Angela Stell. I reside at 8445 Coors Boulevard NW in Albuquerque, New Mexico and I'm under oath.

[Previously sworn, Pat Trujillo testified as follows:]

PAT TRUJILLO: I'm Officer Trujillo, Bernalillo County Animal Care. My office is 1136 Gatewood Avenue SW, Albuquerque, New Mexico and I am under oath. If I may add, Mr. Chair, these packets, there's copies in the back for the public. Anybody who would like a copy, they're printed in the back.

CHAIRMAN CHAVEZ: Okay. Thank you. Thank you for being here.

COMMISSIONER HOLIAN: Mr. Chair.

CHAIRMAN CHAVEZ: Commissioner Holian, you had a question?

COMMISSIONER HOLIAN: Yes. I wonder if Ms. Stell and Officer Trujillo could sort of give us an idea of how you made the transition in Bernalillo County to having this no-chain provision in your ordinance. What problems you had, how you solved them, how it's worked out in the long run.

OFFICER TRUJILLO: Okay, Commissioner. We started off in 2008/2009 with tethering, going from fixed point to tethering. In that time period we had public comment and public meetings, both for and against. We got it passed and then I was

tasked with putting out our little video and we introduced through – our PIO put it on the website. We also had commercials and advertisements about it and then any questions we would answer. I also went out and showed several people the proper way of tethering and at the time my director actually tasked me with going out to different people that had questions and that was my job for a while.

After that, then it went to anti-tethering with no chaining whatsoever, no cable runs, no trolley runs. That was another transition – public comment, public meetings in every Commissioner's district. We listened to the public's comment both before and against it, and then it was finally passed in February of 2013.

We gave them a grace period of six months, and that was also publicly announced, put on the website. The six months passed. Then we started going out and what we gave is Notice to Comply. So we would go out and my officers would issue a Notice to Comply. It went on a case by case basis depending on how the dog's condition was, his body score, how the dog was being taken care of, and then Angela Stell and her group, NMDOG, was very instrumental in going out and helping us to help these families who didn't have the means to be able to set up a proper kennel for them, or run, helped with fixing fences, and just really worked with the public and listened to them and we basically gave another six months where it was kind of another little grace period, and then we started saying, Okay, we've already given you all the resources. We're trying to help you the best we can. Now it's on you guys, citizens.

We had the ones that said, No, my dog has never been off a chain and I'm not going to do it. And those were case by case basis as well. In some cases we had to go out and in your packet you see a couple of cases where we actually had to seize the animals, get a seizure warrant through the courts and seize the animals. In other cases they opted to surrender the animals. But it was a good one year of a grace period after it went into the ordinance in February of 2013.

MS. STELL: I think those were like our most severe cases with the seizure and a lot of times with the surrender. The cases that the animals' condition were so bad and there was no understanding of compliance with the new law and a willingness to open up to the education and resources that were being offered. I don't believe that any animal control department, especially in our state has the time or the manpower or the resources to go around looking for – to spend their time out there actively looking for violations. I think the majority of violations come in from complaints or repeat what I would call offenders. The problem locations that have always been a problem time and time again.

A big part of the grace period was getting the word out and letting people know of the new ordinance in place for the zero tolerance language and offering education. And I think education goes a really long way in the field. When you get out there and you're one on one talking with these folks as a volunteer with a non-profit like myself, or as an officer with Pat and his team, or as a Sheriff deputy. They do a lot of that themselves too, you find that when you open up that communication and start talking people really are interested in wanting to do better.

A lot of people just don't know. They just don't know that chaining a dog 24/7 is extremely damaging physically, mentally and psychologically. They don't know of all the dangers that present themselves to a dog that is stationary, fixed point chained and

their vulnerabilities to their environment around them. They don't know of the options that are available to remedy a dog that might jump a fence or climb a chain link fence. So a lot of our job and a lot of animal services' job, during that grace period and currently. We're three years into it and we're still out there talking to folks and educating them, offering them solutions and options and resources.

It's not like this law goes into effect tomorrow, every dog that's on a tether in Santa Fe County is going to be seized or surrendered. That's just not reality. It takes a long time for change and we want to do it gently with people. We really want people to be the ones to initiate their own change. We just want to plant the seed and offer them the support and resources to be able to do that.

CHAIRMAN CHAVEZ: So, Ms. Stell, do you feel like it's been – you have made progress, significant progress?

MS. STELL: Absolutely. Yes. Absolutely. I was just talking with Officer Portillo and just commenting to him, I used to drive around the south valley of Albuquerque and every block would have five chained dogs – skinny, no dog house, no straw during the winter, no protection from any of the elements in their environment. I drive down those same streets – we've done a lot of pro-active community policing and outreach in the area but it has yielded great results. I drive down those same problem areas, those streets in those same problem areas and I might see one chained dog in a two or three block radius versus five chained dogs on one street.

I also think that it definitely helps with neighborhood and community and neighbor relations. There's a lot of tension in the neighborhoods when you have these battles between neighbors about – you're not taking care of your animals. Oh, it's my animal. Mind your own business. We need a law to protect the majority, to protect the ones that are being damaged the most by these activities that are inhumane. The law is not to punish the people that are taking care of their animals but might just need some education, or might just need some resources. The law's in place to cover the broad spectrum and to protect the ones that are absolutely being treated the worst, that have no shelter on a ten degree night but are on their chain 24/7, that aren't being fed properly, that are sick, that are injured, that aren't receiving the vet care.

I believe strongly that our animal control officers that are out there, the majority of them, they all have a great sense of common sense and a great sense of caring about them. They wouldn't be in this position if they didn't. And I think that leaving – having a law to protect the overall population but leaving it up to an officer's independent discretion, case by case, goes a long way. So you know whether a household needs a week to comply with this new anti-tethering ordinance, or whether they might need a month. Is their dog going to be in severe danger within a week? Then they need to remedy it and get it taken care of in a week. Is there dog being taken care of and properly fed and interacted with on a regular basis, and they do care about their animals? You can see that when you're talking with folks in the field. You get a feel for the relationship with their animals. Those people get a little longer.

So Pat knows the field stuff. That's his department. He knows the field stuff a lot better, but I just know that the vibe, if you will, in these most problematic areas, has definitely lifted, has definitely become more positive. I think the community is very proud of this ordinance and it's something that we've all worked together over a long

period of time to see into fruition. And I think the results have been hugely positive.

COMMISSIONER HOLIAN: Well, that's good to hear. Now, what happens when a dog is identified as needing help on a chain? Does the Animal Control Department contact you immediately to be able to go out and talk to the owner, or how does that work? What's the process.

OFFICER TRUJILLO: If one of my officers goes out and he immediately senses that the dog is in immediate danger then we'll push to get a seizure warrant but most of the time we go out, we talk to them, we try to educate them and we let them know the resources that are available to them and the advantages of taking advantage of this and most of them are very receptive and really take advantage of all the resources that are out there. On a weekly basis we work with citizens still. I know that sometimes you just don't know that that's a part of the ordinance and that it's changed. And like I said, it was implemented in 2013 and we're in 2016 and we're still weekly helping out citizens and educating them and giving them the proper resources and for the most part, most of them are very receptive and very thankful for that and they just didn't know there was an easier way or a better way to confine their animal and with the resources available it helps them out.

COMMISSIONER HOLIAN: Thank you very much for your presentation and it sounds like it's on balance positive and I'm glad to hear that. I realize the lesson here though is it's going to take time. Thank you.

MS. STELL: Absolutely.

CHAIRMAN CHAVEZ: Owning and caring for a pet has certainly got more complicated. It's a bigger responsibility than it was maybe five or ten years ago.

COMMISSIONER STEFANICS: Mr. Chair, I have a question for them.

CHAIRMAN CHAVEZ: Commissioner Stefanics.

COMMISSIONER STEFANICS: Thank you. My question for you has to do with urban, suburban and truly rural. Could you comment on how you're dealing with different areas any differently or if you are in fact addressing cases in the same manner. Like in our state, and the reason I'm asking this is is we're a fence-out state for cattle.

OFFICER TRUJILLO: Correct.

COMMISSIONER STEFANICS: So I just am wondering how you're dealing with this out in the country.

OFFICER TRUJILLO: We have both rural and urban in Bernalillo County. We deal with that on a daily basis as well. We have the East Mountains which is very rural and we have in the middle of the city in some cases. Like I said, it's a case by case basis, depending on where they're at, some parts of the East Mountains it's all rock. There's no way you can even try to build a fence in a feasible matter of time. So that is where we give more time, more resources and try to help out in any way. Like I said, for the most part the citizens, if they sense that we understand all that, and all the obstacles and difficulties that come with being in a very rural area. And then you have the city areas where you may have homes that are very close together and it's really not feasible sometimes to put a kennel in that area but there's other resources that we can try to help out with. So every case is taken on a case by case basis depending on where their location is.

COMMISSIONER STEFANICS: So that leads me to my second question.

If it's taken on a case by case basis, did your ordinance actually put language into authorize the individual officer to use their discretion? How would this be handled in court if everybody is not receiving fair and equitable treatment.

OFFICER TRUJILLO: Well, like I said, it's by case by case and it is officer discretion in a lot of cases.

COMMISSIONER STEFANICS: And was that discretion written into your ordinance do you think?

OFFICER TRUJILLO: It does say officer discretion and our SOP as for as our department also says, gives officer discretion as well and that's when they come to myself. If I can't answer the question I go to the director. We also ask our county attorneys for a lot of advice in a lot of cases. But yes, we really do try to work with the citizens and if we see that the citizen is truly having a hardship or truly, really wanting to do the right thing and because of their location, we really just – we try and try to help out what's best for the citizen as well as the animal.

MS. STELL: Sometimes you have to get really creative. In the more rural areas where there's acreage and acreage maybe, with a perimeter fence. I'm not sure I understand fence-out with the cattle. I'm not familiar with that. But like for ranchers or those living in a more rural area, I think as long as the dog is on private property then that is not an issue. I'm not talking tethered; I'm talking running free on private property. If they are not able to contain their animal, their dog, to their private property without tethering their dog then we need to come up with a solution for that.

Do we build a run so that when the dog is outside unsupervised with the owner – a lot of dogs will go with their owners around on the property and do the chores or do the work of the ranch. So if they're unsupervised then they are in a safely contained area so that they're not free to just run and go off of their private property and cause trouble.

I think the law is very clear across the board. The goal is no tethering. How we get there with each individual case might vary. But the ultimate goal and the ultimate solution, everybody has to get to the same place, but because each situation is different sometimes it warrants different approaches or different options provided. Like I said with the jumping and climbing, there are a lot of really easy solutions that can be made that are not expensive.

For a dog that jump a six-foot wood panel fence, if you attach brackets around the top of the fence at a 45 degree angle and then spread a chicken wire or a horse fence wire between each bracket you're going to create a barrier that a dog can't climb because they just aren't physically able to climb like cats. If they are jumpers there's a thing called a coyote roller, which is also really good for the homeowner association in the more urban settings, because a lot of the homeowner associations will not allow you to raise your fence, will not allow you to build a dog run in your yard. So these coyote rollers are basically a piece of PVC that rolls within itself and there's a very easy, do-it-yourself link where people can purchase the materials and do it for less than \$50 I believe, so that it doesn't obstruct the view, it doesn't create anything tacky that the homeowners association would consider a nuisance, but it keeps the animals from jumping over that four-foot cinder block wall because they can't get a footing, because they jump up there and it rolls right off.

So there are just – for each different situation and each different challenge there

are solutions. You've just got to think outside the box and work together to find them.

COMMISSIONER STEFANICS: Thank you.

OFFICER TRUJILLO: Commissioner, if I may add about the fence-out and Bernalillo County fence-out pertains to livestock, not to domestic animals. So that's where we have the running at large for domestics – dogs, cats.

CHAIRMAN CHAVEZ: Okay, any other questions? Because I think the public has been waiting. I'd like to get to the public comment. I'm sure that there will be questions that will come up later and during the process. Once the ordinance is adopted I would hope that the ordinance would go through some update and revision as time goes on because what I've learned from your presentation is that it doesn't happen over night. It's not easy, and you have to stay on top of it. It just needs a lot of attention. So let's start the public hearing.

MS. STELL: Thank you, Commissioners, for your time.

CHAIRMAN CHAVEZ: Thank you for being here.

OFFICER TRUJILLO: Thank you for having us, Mr. Chair and Commissioners.

CHAIRMAN CHAVEZ: If we can learn from each other there's a lot to be said about that. So please, in the interests of time, I know that many of you raised your hand, you stood up and were sworn in to speak so please come forward. And again, we have a three-minute time limit. If you want to give your time to someone else, you're able to do that. Just let us know beforehand. Go ahead, ma'am.

[Previously sworn, Susan Kriener testified as follows:]

SUSAN KRIENER: My name is Susan Kriener. I live at 1051 Calle Don Roberto in Las Acequias Subdivision. I was sworn in. I am a member of the Las Acequias Neighborhood Association. I'm on the board and the board voted in our last meeting to support this new law, with regard to it being more in alignment with the Santa Fe City. So I'm here to represent LANA with this. As a private citizen and not related to the board, I have a problem with Section 8 which deals with animal nuisances, and it lists that the dog can bark for longer than ten minutes. I would say that right now I have a nuisance barker who doesn't bark for ten minutes. He barks for some number close to ten and then stops for so many minutes, less than ten and then starts barking again and it goes on and on for an hour. And then he'll stop for an hour and then he's start this again. So I would not be covered under this.

So we need to look at nuisance barking, neurotic barking, and being in alignment with the City, the City allows you to call and the Animal Control goes out and gives the owner a warning and after the third warning they go to court. So I would like to see it more aligned with that. Another thing, and I don't know anything about this in the statement but there are vicious dogs out there and the reason why they're vicious is generally related to the owner. So something like that probably should be looked at too. Thank you for your consideration. I hope you will make a modification to make it more in alignment with the City for this issue. Thank you.

CHAIRMAN CHAVEZ: Thank you, ma'am.

[Previously sworn, Felicia Trujillo testified as follows:]

FELICIA TRUJILLO: Good evening, Chairman and Commissioners. My name is Felicia Trujillo and I reside at 3004 Jemez. And I used to sneak into this room

every day after school when my dad was County School Superintendent. Some of you know my cousin, Phil Trujillo. You may not know that the animal shelter used to call him to take hopeless cases – dogs that had to be nursed 24/7. For the past 25 years that I've lived in the county, I've had to hear dogs cry, beg, weep all night because they're chained in the snow. I'm afraid to confront the owners. I'm afraid to call this in, that I will be endangered, so I just wanted to thank you because I'm so proud that you will pass some form of protection for these dogs. They truly are our best friends and my best friend is waiting for dinner at home right now. Thank you.

CHAIRMAN CHAVEZ: Thank you for being here.

[Previously sworn, Pera Bacciarelli testified as follows:]

PERA BACCIARELLI: Good evening, Chairman and Commissioners.

My name is Pera Bacciarelli. I live at 1532 Wilderness Gate Road. I am under oath. I am a proud owner of four dogs. I am not from New Mexico originally and in my private time I am an animal activist. I do have to say that in my mind chaining up a dog 24/7 is completely inhumane. We do not chain our dogs even for two minutes. I also want to just remind you that continuous chaining is inhumane and a threat to the safety of the dog.

Dogs are social beings who thrive on interaction. In the wild, canines live, eat, sleep and hunt with a pack. Dogs are genetically determined to live in a group. A permanently chained dog suffers great psychological damage. An otherwise friendly dog becomes neurotic, unhappy, and often aggressive. Their necks become raw and covered with sores from tight collars and from straining to escape. The dogs often get tangled up and can't access food, water and shelter and some dogs have obviously died from being chained.

Finally, I am the voice for all the dogs that cannot speak for themselves and their rights as beings that can feel these acts. Thank you.

CHAIRMAN CHAVEZ: Thank you, ma'am. Next.

[Previously sworn, Monica Stumer testified as follows:]

MONICA STUMER: I bet I can do it under a minute. I'm Monica Stumer 39 Summerfield Lane, Edgewood, New Mexico. I'm not a good public speaker so bear with me, and I am under oath. I'm not going to talk about tethering because if I tried to tether my dogs they would so get even with me. I do want to address though the concept of age because when you have a litter of puppies, if the goal is not to have an over production of dogs in Santa Fe County, you have a litter of puppies they are not going to reproduce until six months old. Not that I would breed a six-month old. Not that mine come in heat at six months. But right now if you have six dogs, you have a litter of six you are over number, and yet those other six, they're babies. So could we consider maybe number of dogs over the age of four months, which is a way a lot of this legislation is written across the county. Unless it's changed and I didn't see that change. I've had the same breed since 1972 so I kind of have a little bit of investment in it. Thank you.

CHAIRMAN CHAVEZ: Thank you, ma'am. Next.

[Previously sworn, Eileen McCarthy testified as follows:]

EILEEN MCCARTHY: Hi. My name is Eileen McCarthy, and I'm here to represent Animal Protection of New Mexico. Thank you, Chairman and Commissioners for allowing me to speak today. Since I was at the other hearing too I won't reiterate anything I said before, but your point, Mr. Chair, I don't think it's become more difficult

to keep dogs or more complicated. I think we as a species of humans have become more aware of the needs of other animals. We're animals and they are animals and they suffer the same kinds of emotions and psychological stressors that we do. So this is just keeping in line with the science in strengthening our ordinances.

Number two, there have been a number of issues raised both at the last hearing and in my conversations with various Commissioners about what should be in this ordinance and I want to reiterate points that were made that some people might not have heard who were in the audience about a dog on a chain being a tip of the iceberg. When we're talking about the social problems that we see across New Mexico in our counties, in our cities and in our rural areas, seeing a household member being treated inhumanely or with disregard for their needs may indicate that other household members are also. And that's an opportunity to get into that house and intervene before it's a crisis.

The second thing I want to say in regard to what's been brought up before is that voice command is not sufficient unless that dog has been professionally trained. Dogs must be on leashes. The danger is not only to humans and other dogs but also from wildlife predators, as well as leg-hold traps. And that's to the owner's dog who chooses not to keep them on a leash. I also have recommended that the grace period before enforcement be one to two years and my reasoning for that is really was spoken to very well by Angela Stell and Captain Trujillo from BCSO, that it does take education. And it is up to the officers to use their discretion in extending any grace period if the owner is willing to work with people, with the ordinance as it stands. So with that, I just want to finish with there are other ways besides tethering an animal in an enclosed area when they are escape artists and tethering them. There can be tops on enclosures and anti-climb [inaudible] BCSO has pictures of that.

CHAIRMAN CHAVEZ: Thank you, ma'am. And if anyone wants to provide written comment you're able to do that as well. Thank you.

[Previously sworn, Hank Hughes testified as follows:]

HANK HUGHES: Good afternoon, Mr. Chair, Commissioners. My name is Hank Hughes. I live at 25 Esquila Road in Eldorado and I'm under oath. And very simply, I'm in favor of the ordinance, particularly the part that requires dogs to be on a leash when they're on our trails. I love to ride my bike and hike and do other things on the community trails and I've run into many dogs. Let me say most dogs I run into are no problem, obviously, but occasionally you run into a dog that is a problem. Obviously dogs that are vicious are going to try to pull me off my bicycle are a problem. But I think it's also a problem – some dogs do not know how to react to a bicycle on the trail. They wander around on the trail and I'm afraid I'm going to hit them. Both of these would be much better if the owner had the dog on a leash and could control them. Thank you very much.

CHAIRMAN CHAVEZ: Thank you, sir.

[Previously sworn, Walter Wait testified as follows:]

WALTER WAIT: My name is Walter Wait, 48 Bonanza Creek Road. Mr. Chair, I have a number of comments tonight. [Exhibit 7] I also have four people in the room here that would give me their time.

CHAIRMAN CHAVEZ: Okay.

MR. WAIT: First of all, we have a problem. A professional care permit

requires written authorization from the Land Use Code Administrator. Presumably the Code Administrator would look up the proposed activity in the code's Appendix B and they would find that the only reference to animal management is under Agriculture. Kennels and commercial dog breeding facilities. You would also discover that many communities have specifically banned kennels. The proposed ordinance redefines kennel as commercial kennel and states that it is any place that dogs or cats are boarded, kept or maintained. The professional care permit specifically identifies these commercial kennels, grooming parlors, pet shops, pet shelters, breeders, animal rescues and guard dogs as requiring a development approval from the Land Use Manager.

So, any property owner that wishes to board, keep or maintain cats, any property owner that wishes to create a pet shelter or an animal rescue must first go through Land Use. Land Use doesn't have any criteria for these criteria. Since the Land Use Code is under its first six-month review the criteria should either be included in the land use matrix or clearly defined in the context of the code. Perhaps they could be included under community service facility, institutional community facility or social assistance, welfare and charitable services.

We recommend the delay of the animal control ordinance until after these issues are defined in the Land Use Code, otherwise pet shelters, animal rescues and commercial kennels as defined by the proposed ordinance will not be issued a development order as a precursor to obtaining a professional care permit.

Secondly, prior to the passage of this proposed ordinance the Board of County Commissioners should require complete accounting of both the revenue expected from the passage of the ordinance and the probable cost. The County spends a considerable amount of money to contract animal services and a lot more to provide for animal services officers under the control of the Sheriff's Department. As the ordinance specifically directs intake of stray animals to the animal shelter, and the animal shelter requires a significant fee of \$50 to take them in there is a possibility of an element of collusion in the desire to increase revenues for both the animal shelter and the Sheriff's Department. This needs to be carefully considered before this ordinance is adopted.

Professional care permits should be limited to commercial or revenue-producing non-profits and should not be required of county residents who provide sanctuary to animals in their homes. For a homeowner that harbors ten animals it amounts to a \$20 per animal per year tax which I believe is arbitrary and capricious. Requiring residents who have ten animals on their property to allow an animal services officer to access and inspect their property at any reasonable time would appear to be a violation of basic property rights.

The proposed ordinance clearly has sufficient language to ensure that animals which were reportedly being abused as in blatant hoarding situations can be removed from their unsafe situations. It would be almost impossible for a county ranch to meet the expectations required for a professional care permit. Rural cats for example are often the first line of defense against mice, rats and gophers. These barn cats, often nearly feral, live in barns, sheds, hay storage areas. An inspecting officer could not, according to the ordinance, issue a professional care permit in these cases in any case. The owner would be issued with a \$100 fine for being out of compliance.

We recommend then that this proposed portion of the ordinance is unwarranted,

imposes exorbitant fees and fines and is basically unenforceable, and should be deleted.

Professional care permits are out of line for personal pet managers. It is unreasonable to expect the county residents to pay \$200 per year for a permit and cover the costs of annual rabies shots in the case of dogs, and the \$100 per year for ten dog tags. As I have mentioned in the past, multiple pet households often assist in overcrowding in the shelter. They don't ask for assistance and the County should not penalize people for maintaining a multiple pet household. And we recommend then that you eliminate the over ten animals in a household from the requirement for a professional care permit.

Section 7.A.1 states an enclosure surrounding the perimeter of a property – property is undefined. Does this mean that a person with a ten-acre property would have to enclose the entire acreage? Does it mean that anyone owning a dog in the county would be subject to a misdemeanor if they didn't fence their property with a dog-proof fence? The running at large definition states that an animal is not running at large as long as it is on the premises of an owner. Section 7.A.1 states that the owner must fence the property to prevent the animal from escaping from the property. This provision is an unnecessary and unrealistic burden on rural property owners.

7.A.3 provides both criminal penalties for violations and a provision for impoundment and these are mutually exclusive paragraphs.

The definition of stray, which by the way, doesn't appear as a word in the dictionary means any animal that is running at large and Section 7 states that any animal running at large is stray. The definition of running at large means to be free of direct control. Legally, I would argue that an unowned animal, for example, a feral cat, is not subject to Section 7 at all. So I would recommend that the proposed ordinance assumes that all animals – the proposed ordinance then assumes that all animals are owned and that owners will be subject to fees, permits and fines for non-compliance.

This is a flaw that requires a complete rewrite of the ordinance because cats should not be and cannot be owned in all instances.

All right. I think that Section 9 funnels all rescue animals to the animal shelter and makes it illegal to place kittens and puppies with any rescue group, non-profit or shelter in Santa Fe County. By eliminating these choices the County also eliminates the large body of willing volunteers, their vitality and their contributions to the county's economic wellbeing. The animal shelter is often overflowing. These entities often take the overflow and often those animals that would otherwise be put down. The animal shelter charges a \$50 surrender fee. Forcing the public to pay this fee to a publicly subsidized institution is flat-out wrong. The public should have a choice as to where to place an animal for temporary care and eventual adoption into a caring home.

So we recommend that the definition for pet shelter should be expanded to permit alternative care facilities to the animal shelter.

Cat colonies: If a person feeds or provides water to a feral cat colony does this person become the colony's owner? As an owner, does he or she become liable for the cats associated with the colony? Wouldn't this defeat one of Section 3's intents, which is protection from cruelty, neglect and abuse? The proposed ordinance must address the fact that there are unowned animals in the county and there are people who are trying to make their lives easier, and the recommendation here is to delete cats from the proposed

ordinance all together.

Foster cats: If a pet shelter licensed in New Mexico and possessing a valid professional care permit fosters animals to homeowners as the animal shelter does on a regular basis, are these homeowners going to be subject to animal service officers' home inspections? If the answer is yes, it would probably kill all of the foster programs currently used that effectively assist the shelter over-crowding. In these instances the fosters are owned by the pet shelter or animal shelter yet they are harbored by the property owner. What if the property owner accepts ten fosters? Would they too be required to have a \$200 per year professional care license? We recommend delete the reference to cats.

The standards section includes an animal enclosure section that cannot be met by those county residents who keep barn cats for rodent control. These cats live in barns, sheds and other agricultural enclosures. Any farm that keeps cats for this purpose, whether it's one or more qualifies as a commercial kennel and would be required under the definitions to apply for a professional care permit. This is unenforceable and adds to the notion that the proposed ordinance is unsuitable to the management of cats in Santa Fe County, and we suggest that cats be deleted from the ordinance.

Finally, the definition of animal shall mean any dog, cat or vertebrate, excluding humans. This definition places gophers, rodents, packrats, livestock, birds, wild animals of any kind within the context of many of the sections of the proposed ordinance. They're animals. All those sections using animals within the body of the sentence could be legally construed to mean that the sentence applies not only to dogs and cats, but to packrats, and I would gladly abandon the packrats on my property. Remove vertebrate from the definition.

Now, what happens to feral kittens? Not all cats that live in Santa Fe County are owned. There are substantial community cat populations that the animal services have never gotten under control, even after years of trying. The new proposed ordinance both assumes that all cats are owned and thereby controlled by human intervention and are controllable with regards to boundaries and choices of adequate shelter. Under Section E, feral kittens cannot be transferred. They can't be given away without the purchase of a litter or breeder permit. They can, however, be surrendered to the animal shelter, and again, the animal shelter currently charges a \$50 fee to surrender an animal. Few people in the county will opt to buy a litter license for litters that show up on their property, and the proposed ordinance makes it illegal to give them way, illegal to care for them, illegal to come to their aid without risking recognition of ownership. No one is going to surrender litters of feral kittens to the animal shelter at \$50 per animal. No person is going to identify themselves as an owner of such kittens because of the ordinance's clear statement of liability. It's an unintended consequence perhaps. I would suggest that we eliminate cats from the ordinance entirely. The ordinance does little to further the purposes and intent of Section 3, it is unenforceable, disrupts non-profit institutions attempting to assist in feline management with catch and release programs, clouds the issues associated with the housing of barn cats and community cats, feral colonies, and forces the public to view the species as owned property. We recommend that cats be taken out of this ordinance. Thank you. And I did it in time.

CHAIRMAN CHAVEZ: Thank you, Mr. Wait. Got the message. No cats.

MR. WAIT: Thank you.

CHAIRMAN CHAVEZ: Next please.

[Previously sworn, Katherine J. Oriana testified as follows:]

KATHERINE J. ORIANA: Good evening, Chairman, Commissioners and general public. Thank you for your time. Appreciate that. My name is Katherine J. Oriana, 7518 Old Santa Fe Trail in Santa Fe. I really do thank you for your time listening to some of these important issues that have been brought up tonight. My purpose here tonight is to talk about the ordinance about tethering and chaining dogs. I would like to see changes that dogs cannot be chained or tethered anymore. There are solutions to those problems and we can always look at every solution to every problem.

As a lifelong dog owner, animal advocate and a volunteer at the Santa Fe Animal Shelter I am completely, 100 percent tethering and chaining. I have personally seen first-hand through volunteer work both here in New Mexico and other states that I have lived in the cruel effects of dog chaining and not only is it heartbreaking – I don't want to sound like a bleeding heart, but not only is it heartbreaking but it also says a lot about who we are as a species that we continue to chain, abuse and treat so disrespectfully our animal companions.

Dog chaining is not only a problem for the dog but it's also a problem for the public. As higher thinking beings we know that every problem has a solution and we should be looking at solutions, not whining about how it's going to be a problem to find that solution. Chaining is dangerous as it creates a psychologically unbalanced animal and a potentially vicious dog. There's also the potential for neglect and abuse which has been said over and over by many other people more eloquently than myself. So ultimately, our goal here is to end all forms of animal abuse and this is one way to start that process going. Thank you for your time. I appreciate that.

CHAIRMAN CHAVEZ: Thank you, ma'am.

[Previously sworn, Linda Kastner testified as follows:]

LINDA KASTNER: Mr. Chair, Commissioners, my name is Linda Kastner and I live 1111 San Salvador in Santa Fe and I am under oath. I was here at the last meeting and spoke to you, and I know there was a concern about dogs being able to jump a fence or an enclosure and it seems like there was another draft of the ordinance since September 13th that included allowing a trolley inside of a fence. And as Angela spoke and Eileen spoke, there are other solutions, like the coyote roll bar or the angling of the fence and I'm sure there are some other solutions, rather than tethering a dog inside an enclosure, because the issues for the dog remain the same and it's dangerous. So I hope that we will look at that revision in the new draft of the ordinance and remove it.

Also I know that the City of Santa Fe is looking forward to removing the trolley from their ordinance. Thank you very much.

[Previously sworn, Varanji Khalsa testified as follows:]

VARANJI KHALSA: Mr. Chair, Commissioners, thank you for taking the time to hear me today. My name is Varanji Khalsa and I live at 23 Arroyo Chiquito out near Espanola. I'm a member of District 1. And I come here tonight actually as a representative for several members of our Sikh community. We have several people that would like to see this chaining made illegal. There's many dogs in our neighborhood that are abused, are not taken care of, they're left out in winter weather, 14 degrees, no

doghouse. I personally – I have to kind of laugh because I used to live in LA. I didn't even like dogs and when I moved out here, my neighbors, we got three dogs. This is like a dog state. You've got to have a dog here.

When I saw my neighbors, they got this little pit bull puppy and he was happy and he was running around the yard, and I was, oh, that's cool. And all of a sudden I see him on this chain. And I go by their house, every day I drive out, and he's on a chain. And I watched this little dog go from this light being, happy, to this depressed, longing, lonely, disturbed animals and it's like – it's winter and it's 23 degrees, it's 18 degrees out and I just, in my heart of hearts, I couldn't stand it. I couldn't stand it.

What I did, I made friends – these are Hispanic people, born and raised there. Angela made the point, it's just that they just don't know. They just need education. I made friends. I said, hey. I have three dogs. Let's bring your dog up. Let her play with them, and we went on to there's this field between our house and there's and we went on to offer to build a fence. And we got them to move that dog off the chain and put it in this – he has one acre now and he runs around.

I know there's a solution. I know it can be done. Friendly, supportive, and I know that it doesn't work any better to have a dog on a trolley. That dog was on a trolley and he was just as miserable as a dog on a chain. So I ask you to just – I really stand behind this and several members of our community do also. So thank you for listening to us.

CHAIRMAN CHAVEZ: Thank you. Thank you for being here.

[Previously sworn, Diane McGregor testified as follows:]

DIANE MCGREGOR: Good evening Mr. Chair and Commissioners. My name is Diane McGregor and I live at 29 Bosque Loop in Eldorado and I have been sworn in. I just wanted to voice my support for the new animal control ordinance. I understand that animal control is unable to determine if a dog is chained for a reasonable time. I believe we all must sacrifice for the benefits of the dogs in Santa Fe County who may not have owners who are aware of the suffering a dog endures on the end of a tether. This new zero tolerance is the only way. I will personally have to sacrifice, as will many others in this county but it is necessary in order to protect all the dogs in Santa Fe County. Thank you. Good night.

[Previously sworn, Bliss Scharfenberger testified as follows:]

BLISS SCHARFENBERGER: Hi. My name is Bliss Scharfenberger. I have been sworn in. I live at 4 Palantine Road in Santa Fe. I am an animal welfare volunteer for many organizations and I have studied some of the legal issues over the past 15 years. I've read through the ordinance and I wanted to mention a few things and then just use the written comment for what I don't cover.

The first issue I have, just to present to you is the issue of adequate food, especially for birds. I don't really know that much about birds but I was reading the ordinance and I think it would be a good idea to consult a board-certified avian veterinarian because as it reads right now they are to be fed, let's see – adequate food for birds at a minimum means proper feeding and furnishing water at intervals not longer than 48 hours. So I'm not sure if that's proper but I think it will be a good idea to consult a bird vet.

Another issue, I think that the definition of enclosure should probably be defined. I've read through the ordinance in Section 4 under the definitions of adequate shelter. It

seems to imply a structure. And then when you look – I think it's Section 7, Restraint, it seems to imply fencing. So I think it would be a good idea to review that to see if it might help prevent a cruelty situation to define enclosure.

Another thing is that I think that a pet – I'm not sure that the definition of adequate shelter properly addresses lighting. There have been many hoarding situations and other situations where just independent pet owners may end up locking up an animal in a small enclosure without light, and I think it is definitely something that needs to be addressed.

Also, let's see. There's also consideration of the issue of exercise and proper veterinary care. I think – I don't know if they're properly addressed and I think they should be definitely mentioned under Section 4, Adequate Shelter. You can define it differently. You can have separate categories for each definition, but I think it should be addressed. Just to avoid any kind of confusion, or maybe even bring it up in the cruelty provision under Section 11, Prohibited Activities. It [inaudible]

CHAIRMAN CHAVEZ: So for those who are waiting to speak, let us know if you'll be using other people's time before you start.

MS. SCHARFENBERGER: Okay. I'm sorry.

CHAIRMAN CHAVEZ: You're still able to provide written comment in addition to your testimony this evening.

MS. SCHARFENBERGER: Okay, and what would the time limit on that be?

CHAIRMAN CHAVEZ: We can talk about that later but I think staff will be open to taking public comment even after this evening.

MS. SCHARFENBERGER: Okay. Okay. I did have another concern under Section 9, Licenses and Permits. I'm not sure, one of the gentlemen that spoke initially did mention that individuals maintaining more than a total of ten cats and dogs on their property, that that – I think he said that it had been removed. I didn't quite understand what he was referring to, but I do think it would be a good idea to consider a separate permit category for individuals maintaining more than a total of ten cats or dogs, since they are not professionals. They should have their own – possibly have their own category and I think that's important for several reasons, but one of them is the potential for animal hoarding, which is a huge problem in the United States. The Animal Legal Defense Fund actually quotes it as the number one animal cruelty crisis facing companion animals in communities throughout our country. So I think that having a separate permit category for that specific group of individuals would be a good idea.

Also, with regard to breeding facilities, I think minimum size requirements should definitely be reconsidered. I think it is inhumane for an animal to live in a cramped cage for those breeders who do keep their animals in cages for their entire lives. They suffer immensely and I just think it would be a very good idea to have the same minimum size requirements for all animals in our county, whether they fall under breeding or whatever.

Also, I think in the category under professional care permits that lighting should also be addressed. So should veterinary care as it is in the other sections. And tell me when my time is up because I'm trying to watch.

Also, let's see. Two other things that I think should be considered. I'm not sure if they've already been considered in our county, but dying or coloring of an animal – I

don't see it mentioned in this ordinance and it is a new trend that can be fatal to animals. Definitely think that should be considered as an amendment. And finally, if it's not already a violation, I think it would be a good idea to prohibit the sale of animals on the roadside and at flea markets. The reason being purchasing a puppy at a flea market makes it impossible to see the parents of the puppies, or the conditions in which they were raised. And also those puppies that have not been cared for often suffer from illnesses or parasites that are transmissible to humans. [inaudible]

CHAIRMAN CHAVEZ: Thank you, ma'am.

[Previously sworn, Claire Vanay testified as follows:]

CLAIRE VANAY: Good evening, Commissioners. My name is Claire Vanay and I live at 16 Canto del Pajaro. I believe that's in District 5. We're fairly new to the state. My phone is on I know but there's no volume. I put my notes on it. I just wanted to say that anyone who keeps an animal on a chain, including a chain with a pulley, doesn't have a pet. They have a prisoner. If you don't want the companionship of a companion animal you shouldn't have one. Dogs are the most social of animals. To exile them to a life of solitary confinement, outdoors, in all extremes of weather, especially on a chain, is just plain cruel. I hope that you will take this opportunity of revising the animal control ordinances to ban dog chaining outright and without loopholes. When you're considering the details of the provisions of this ordinance please remember that there are many animals in Santa Fe County living under substandard conditions who are depending on you. Thank you.

CHAIRMAN CHAVEZ: Thank you, ma'am.

[Previously sworn, Peter Brennan testified as follows:]

PETER BRENNAN: Good evening, Chairman, Commissioners. My name is Peter Brennan. I live at 1532 Wilderness Gate Road. I've lived in Santa Fe all my life and I've been sworn in. I am just here to voice my opinion on the chain. No animal should be chained, just like people shouldn't be chained. I've seen too many small dogs on chain that should have been put out for getting a semi-tractor out of a ditch. The chain weighs more than the dog. They don't deserve that. Thank you for listening.

CHAIRMAN CHAVEZ: Thank you, sir.

[Previously sworn, Rianna Butler testified as follows:]

RIANNA BUTLER: Good evening, Commissioners. There is somebody with me that gave me her time. My name is Rianna Butler. I live at 879 Old Las Vegas Highway. I am under oath. I would just like to state that I don't have a problem with the tethering portions of this. It's just kind of everything else that seemed to have popped along with it. In reading this it seems to me I almost need to now fence my property, that I don't have fenced currently. I do have a run for my dog but it's not five feet high. So my main concern is that suddenly this is going to be cost-prohibitive for many people. And I believe our shelter is already overcrowded and if we're going to suddenly have laws that are going to make people unlawful I don't know how this doesn't add to the shelter overcrowding or to the dumping problem of animals that we currently have.

What they said, the folks from Bernalillo County said about doing this gradually I think is very important. I have other questions. The definition of guard dog I think is a little vague. I don't know what's to prevent somebody from telling me that I seem to have a guard dog and that I then need to purchase the additional permit.

My other concern is with the animal exhibitions. This also seems kind of vague. I'm wondering if it can also apply to horse shows? Rodeos? 4-H shows with livestock or rabbits, chickens – any number of these things. I don't know that we need to start permitting all of these things.

And I guess again, my concern is just as long as we can keep our dog from running at large I don't believe that we should have to suddenly build a fence that meets a certain criteria. That's what I would like to say. Thank you.

CHAIRMAN CHAVEZ: Thank you, ma'am.

[Previously sworn, Linda Martinez testified as follows:]

LINDA MARTINEZ: Hello. Good evening. My name is Linda Martinez. I reside at 2593 Camino Chueco. I have been sworn in. I am employed with Animal Protection of New Mexico as a humane educator, so I go into the public schools and I teach children about good stewardship towards animals. I currently do a class called the consequences of chaining, so I'd just like to cover a few points on that.

Dogs who are continuously tethered are not comfortable. They have to eat, sleep urinate and defecate in a small area. Owners who chain their dogs are less likely to clean up that area. This can pose a health risk as feces and wet, old food can build up around the dog. It can definitely be a danger to a child or anyone who enters the space as dogs become naturally protective of their territory. Dogs tethered for long periods of time can become highly aggressive. Dogs are natural social beings who need interaction with humans.

Intensive confinement or long-term restraint can severely damage their physical and psychological well being. I believe your animal should be part of your family. Would you chain your grandmother outside? Thank you.

[Previously sworn, Robert Christie testified as follows:]

ROBERT CHRISTIE: Good evening. Robert Christie, 7 Lucero Road. Under oath. I believe I have 12 minutes although I hope I won't use them. Four other people are with me.

CHAIRMAN CHAVEZ: Thank you, sir.

MR. CHRISTIE: Despite that I'll try to be concise.

CHAIRMAN CHAVEZ: That's okay.

MR. CHRISTIE: First, I felt that the presentation by the folks from Bernalillo was refreshingly reasonable in the way they are going about their involvement of their enforcement because of the changes that people have to go through. Especially folks who don't have the money to make the changes. As for the draft ordinance, in Santa Fe from my reading and from I've heard from everyone else here, in particular the gentleman who had ten minutes I think, I kept hearing a lot of issues regarding clarity, ambiguity and overreach. And I think for that reason I would skip – well, I have a couple other things to say but I would jump right to one conclusion which is I think it ought to be at this point tabled and reworked to root out all that ambiguity.

Ordinances are like any law, when they're not clear and when they involve overreach cause at least as many problems as they try to solve. I heard – I thought I heard that the ordinance draft that was drafted by Animal Control folks. I never considered enforcement to be legislation; I think they need to be separated. I may be incorrect and probably ought to be corrected about this too, but am I correct in understanding that the

fees that are generated by the enforcement in this draft ordinance would go to Animal Control? Or to the general fund?

CHAIRMAN CHAVEZ: Question about the funds collected from the ordinance. Would they go into the general fund or back into the –

COMMISSIONER ANAYA: Mr. Chair, I'd like to comment.

CHAIRMAN CHAVEZ: Well, let's get this question answered first. Repeat the question, sir.

MR. CHRISTIE: The funds that are generated by fees and fines under this draft ordinance, would they go to the general fund or directly to Animal Control?

MR. SHAFFER: Mr. Chair, I'm going to defer to the team of attorneys and from the Sheriff's Office who worked on this.

CHAIRMAN CHAVEZ: Commissioner Anaya.

RACHEL BROWN (Deputy County Attorney): Mr. Chair, if you wanted an answer to that questions the funds that do come back to the County go to the general fund, although not all of the fees collected under the ordinance come back to the County.

CHAIRMAN CHAVEZ: But Animal Control Division would still be supported by the general fund.

MS. BROWN: That is correct.

CHAIRMAN CHAVEZ: Okay. Thank you. Commissioner Anaya, you had a comment that you wanted –

COMMISSIONER ANAYA: Yes, just a comment from Commission perspective. We're not trying to make money to cover an expense, period. We're trying to make sure that we create some rational, usable ordinances that are officers as well as the public can clearly understand what's required and our enforcement officers can reasonably oversee that. So in no way shape or form are we trying to generate money to augment a budget. We're trying to make modifications that make practical sense. They give these officers the ability to do their jobs as best they can.

MR. CHRISTIE: Don't misunderstand. I wasn't speaking about his motivation as it was a structural question that I've seen problems with in the past. In law enforcement, in the seizure of vehicles and all that sort of thing it's caused a lot of problems and I'm glad to hear that the financing and the operations are separated.

Anyway, I'm going to keep under my 12 minutes here. I think enough has been said about chaining. I'll skip that part. One of the important things my friends and myself who are here tonight regarding the leashing of dogs, it involves the elimination of voice commends as blanket elimination. In Eldorado we have a leash law or regulation. A number of people I know who I go to the dog park there, etc. take their dogs out to Galisteo Basin and hike and the dogs run and everybody's happy and there's never a problem. I've never heard of a problem. One dog I know got too tired and just lay down and took a nap and they had to go look for him but that was about it. And so I think the idea of leashing all dogs at all times in all places is overreach and we've got to have that be contextual.

I have never opposed and I would support leashing of dogs on city streets and residential and commercial areas, but the idea that our dogs will not be able to run and enjoy the Galisteo Basin Preserve as they do now is a bit upsetting and I think that is unnecessary to carry it that far. And the concept of running at large I don't think applies

to that situation. To me at large is out there somewhere uncontrolled in any way. When I call my dog back or my wife calls Copper back she comes back, out there in the basin a hill away. I'm sure that might not be true for all dogs at all times and all places but that context for me demonstrates the distinction that has to be made or should be made in regard to voice commands versus leashing.

My goodness. I think I've run out of things to say. Half of my time. And we have one more speaker I guess. Thank you.

CHAIRMAN CHAVEZ: Thank you, sir. Did he give you the remainder of his time?

[Previously sworn, Catherine Clark testified as follows:]

CATHERINE CLARK: Yes.

CHAIRMAN CHAVEZ: Let's try to be concise and maybe not repeat what others have said, but go ahead.

MS. CLARK: Hi. My name is Catherine Clark. I live at 42 Chisholm Trail and I am under oath. I wanted to point out that there is a lot of diversity in Santa Fe County and I question the wisdom of trying to match the City's animal ordinance. There is a lot of political upheaval currently in the city where we have a very white, a very middle class or upper class population dictating what should go on in the other parts of the city, specifically on the south side, and it's a very similar situation when we have the city which is wealthy, which is very urban dictating how people who are living in sort of a rural environment have chosen to live in a rural environment, what they should and should not be doing.

I would argue that the current ordinance will increase the number of dogs in shelters, leading to additional costs and taxes, specifically more euthanasia. When Los Angeles passed a mandatory spay and neuter law in 2008 they experienced five years of more euthanasia as people dumped their animals because they did not want to comply with the law or they were afraid either to ask for help or go to the vet.

This brings me to why litters should have a safe harbor surrender. There should not be a fee if you've had an accidental litter and you want to surrender those animals. There should be no fee because I think many people will simply dump the animals rather than pay a \$50 fee. If they think they're get trouble for having an accidental litter they will also dump the animals.

If people are criminalized for not having a licensed dog they will not come to collect the lost dog at Animal Control, and people who find a lost dog may decide not to even pick the animal up, thinking that if they try to find the owner that would be considered a transfer. And since that's a misdemeanor they will simply leave the dog free to run around. We should encourage people to do the right thing by picking up an animal that's lost and taking it to animal control so that the owners can find it. There should be maybe a grace period for an animal that has first arrived at the shelter so they can have a microchip.

So I think that one of the ways that we can prevent many lost dogs in the county and the expense of trying to track down the owners of those dogs is a microchip. It's \$15. It's permanently implanted so that even if a license tag falls off the dog you would be able to have a way to track the animal and be able to return it to its owners. One way to incentivize having people have a microchip is saying that their license fees would be

waived if they can be proved that they have a microchip. I think we should incentivize a way to have permanent identification of animals so even if the dog tags fall off, that dog can always be returned to its owner.

There is some discussion of why we're doing the breeder licenses and I think that is to stop pet overpopulation, but if you consider the majority of the market occurs in parking lots in grocery stores and online in Facebook we're sort of not attacking the problem where it's occurring. Bernalillo already has a litter license requirement and yet there are lots of dogs online on Facebook every day and you'd be much better off fining a newspaper that allows the classified ads, the grocery store that allows dogs to live out of the back of trucks, or Facebook groups who are creating the market rather than sort of driving good breeders underground and allowing people who are just breeding dogs willy-nilly who already ignore the laws to just continue doing so.

There was some question of why this current ordinance is being proposed other than the tethering. Someone was told by the County Attorney that this was required in order to meet New Mexico law. I actually hired an attorney to do a review and I couldn't find any law other than each municipality and each county shall make provision by ordinance for the seizure and disposition of dogs and cats running at large, which is 1978, 77-1-12. So I'd like to question why we're being told that this is a requirement in order to meet state law.

Additionally, there are a lot of people in the county who have 20 acres or more and why shouldn't their dog be allowed to be under voice control, especially people who are training their dogs to hunt, do agility, rally and herding. Currently, the way I'm reading the law is that you can only train your dog with a 15-foot leash or 10-foot leash, and that's simply not reasonable, and so we're essentially banning those hobbies for the people who enjoy those hobbies with their dogs.

There is something called a sight and voice command license. Boulder County has one that's been very successful. Basically, owners have to attend a free, one-hour class given in the evenings so people can attend after work, and then they apply for a license with a proof of a rabies vaccination. It's very easy. You can either do it online or you can bring a copy into the Animal Control Office, and it's a way that they can sort of ensure that everybody knows the rules of voice command, but it doesn't allow simply everybody to have voice command. It's just a way to sort of say to people these are the rules of voice command; you have to have strict recall, and if you don't have strict recall you can get your sight and voice command license pulled.

I think that's all I have to say.

CHAIRMAN CHAVEZ: Thank you.

[Previously sworn, Melissa Williams testified as follows:]

MELISSA WILLIAMS: Good evening, Chairman and Commissioners. I'm under oath. My name is Melissa Williams and I live at 109 Caminito Montano Street, and I think that the presentation by the representatives from Bernalillo County tells the tale that they've been extremely successful in building good relationships with people and offering them solutions and options other than tethering and chaining their dogs and I think we should take their lead and follow what they're doing and use them as advisors and consultants.

And I think we should outlaw continuous chaining and tethering of dogs. Animal

Control and other agencies receive calls every day from people who are concerned about animals in those cruel situations. Animal Control officers paid by taxpayers spend hours trying to educate owners about the dangers and cruelty involved. Regulations against chaining give officers a tool to crack down on illegal dog [inaudible] since many dogs are kept on chains [inaudible] in New Mexico.

A chained dog is caught in a vicious cycle, frustrated [inaudible] overly excited and anxious and it makes it harder for people to approach the dog and harder for the animal to trust human beings. In the end, he can only watch the world go by [inaudible] social animal, for us and for them. Every city, county and state that bans chains is offering a safer and more humane community for all. Thank you very much.

[Previously sworn, Helen Boyce testified as follows:]

HELEN BOYCE: My name is Helen Boyce and I've been sworn in. I live at 3741 Turquoise Trail on one of those larger lots in our area. And also I totally oppose tethering and chained dogs. I have to remind you, however, that the ordinance is 32 pages long and does not only attend to the tetherings.

I feel it's confusing, it's restricting, and I have problems looking at my page. I feel this could be restricted to one page to be effective and repeat the orders to spay and neuter. Secondly, I think you should offer with taxpayer's money, four times a year free spaying services at the animal shelter, which is supported by my money.

And then of course, support pet owners and offer helpful education on animal behavior. I pulled out, or somebody else pulled out four pages of fines that animal owners will have to pay, either passing on an animal, keeping an animal, or taking it in. It will discourage people to adopt and own a pet. I think it's too complicated and can you imagine yourself riding and having three dogs on a leash? It just isn't reasonable. Thank you.

CHAIRMAN CHAVEZ: Thank you, ma'am.

[Previously sworn, Loraine Clark testified as follows:]

LORAIN CLARK: Hi. My name is Loraine Clark and I live at 327 Lake Ridge Road, Canyon, Texas, and I have a second home here in La Tierra Nueva. And we come here and we take a lot of pleasure out of running our dogs off leash. And one of the things that I do, I've had dogs for 40 years, I participate in conformation, rally, obedience and hunting. You cannot train a hunting dog on leash. You cannot train a dog for obedience competition on leash, or rally on leash. You must have the dog off leash. And there is no way for you to have a dog hunt on a 15-foot lead. It's just unreasonable. So I hope that you will change that part of the ordinance for people who are very deeply involved in dog sports and care of their dogs.

I personally would never tether a dog so for me that's personally not an issue but I found the ordinance as written very confusing and not well thought out. So I hope you change that part of it too.

The other thing is show dogs. When you show a dog you may show it for a limited amount of time. It takes you a very short time. You get a championship. Then the dog has – maybe he's not going to be mature until it's four or five years old. Then you take it out again and you show it again. And the dogs you see at Westminster, as you will see on TV are mainly dogs that are five to nine years old. So this idea that there's some kind of six-month thing that you're proving that they're show dogs, I think that is very

misguided and a misunderstanding of how conformation works and what you're doing there is evaluating breeding stock, just like the 4-H and the fair. Anyway, thank you. Bye-bye.

CHAIRMAN CHAVEZ: Thank you, ma'am.

[Previously sworn, Anna Hansen testified as follows:]

ANNA HANSEN: My name is Anna Hansen. I live at 2008 Kiva Road. Thank you very much, Chairman and Commissioners for allowing me to speak. I have an additional three minutes from another person in the audience. I wanted to speak about education. I don't really see anything in here about education and I'm concerned about our waterways and our acequias and people cleaning up in the waterway after their dog. I think that's a very important area that we need to talk about that I have not heard. Our acequias need to be cleaned and feces from dogs and not cleaning up after them is a very serious issue. So I would like to see something about that in the ordinance.

I also feel that the leash area, the leash section is a bit restrictive and I have gotten many, many complaints about it being too restrictive. People would like to be able to have voice control. I think that there is some kind of balance that we have to come together with voice control and that Animal Control has to be more accommodating. I really appreciated with Bernalillo County said; they were accommodating. I feel in this ordinance there needs to be a warning. If somebody gets caught with their dog off leash they need to get a couple warnings, one or two warnings at least. There needs to be something like that. They're getting a misdemeanor immediately for having their dog off leash. I know many, many, many, many people in this county that have their dogs under control with their voice and so I would not want to see some citizen get a misdemeanor because they have their dog off – and maybe there has to be some kind of rules around voice control that they really, actually have to have control of that dog as voice control and like a woman said, in Boulder where they have this training that you do actually have your dog under voice control. But I do want some kind of warning system at least that it is not the first time they should get a ticket that they get a misdemeanor, that there is at least a warning.

I do also think that there needs to be rural and urban section to this animal ordinance. One size does not fit all. We live in a very diverse county. The district that I live in, District 2, has the Agua Fria Village which borders up against Las Acequias. Many people in that area have complained about barking, but then the Animal Control can't go to the next street over, which is in the county and do nothing about the barking. Barking is a very serious issue and we need to be able to have compatibility between the city and the county in the urban areas and so I would like to see a more integrated rule of animal ordinance that matches the city so that we have the animal officers not having to go and look at a book every single time they're out on the street. If they're in an urban area they know that that area is the same rule about barking, about leashing, and everything in that area. Urban and Rural.

I did want to say a few things about the cats. I was happy to see that the fees for cats were reduced or removed and I am concerned about people who do have feral cats who happen to actually care for them in the county and keep them alive. Just today I read that in New York City they have collected feral cats and are releasing them in New York City to take care of rats and mice. So the feral cats definitely serve a purpose in the

community and the people who have cared for them, I wouldn't want to see them being punished for taking care of feral cats.

And back to education, and I'm sure I have more to say about this but I hope that many of the things that have been said tonight will be put into this ordinance and it does concern me about people getting misdemeanors for the first time they get caught with their dog off leash. It seems a little harsh. Thank you very much.

CHAIRMAN CHAVEZ: Okay, so I want to ask one final time and be sure that everyone has had the opportunity to speak. Okay, having said that then we'll close the public hearing portion of the meeting and I'll ask my colleagues what direction they would like to go in. And I'll start with Commissioner Anaya then I'll go to Commissioner Stefanics.

COMMISSIONER ANAYA: Commissioner Chavez, I have many, many things that I want to comment on but I want to be succinct as well. One of the things that I heard several people talk about is what Bernalillo County is doing and how we might complement what they're doing or work in line with some of that they're doing. I think what's going to be helpful for me as we move forward to an ultimate decision is some side by side factual comparison as to – I want it three ways. What do we currently have in our ordinance, and how does that compare to the Bernalillo County ordinance that's in place, and then with the new ordinance, how does that compare? And just factual and straightforward. Maybe columns. Here's where it's similar, here's where it's different.

And then as far as – there was a lot of comments about misdemeanors. Most every ordinance in County government has some attachment to misdemeanors. Hence, the term ordinance, law in place, and there's a lot of times where the public isn't aware of that but the reality is that most every time we do an ordinance there is some punitive piece that part of that ordinance. So I think to put side by side as to what Bernalillo County is, and maybe even – I think it's important because there's a lot of reference to the City of Santa Fe. One thing I would concur with is that there is absolute different needs from urban to suburban to rural that exists with anything that we do. And I think our Land Use Code is an excellent example of how we've tried to understand those differences and deviations between our urban area versus a rural area and everything in between. So City of Santa Fe needs to be part of that comparison as well.

Without getting into all of the weeds of everything that we've discussed I will say this. On the short term it may be much more beneficial for us to isolate a few key issues that are coming up which primarily is chaining and tethering, and see how our current ordinance, on a short-term basis might accommodate those bigger, pressing issues, like the here and now. And I understand and I'm looking at Rachel and Greg, if we went in that direction that would take still publishing title and general summary on the current ordinance if we would move in that direction. Is that correct? So if we isolated two or three things, like chaining, and you can come up if you like, Rachel, and provide some comments. That way there's clarity.

But if we isolated some key components that we wanted to do here and now to eradicate chaining, for example, as one primary issue that I keep hearing over and over and over again, and then isolate maybe some others. I know that with our law enforcement officers, and I'm looking at our administration and Mr. Portillo, there may be some things within our current ordinance that would help the whole process be

smoother in the current ordinance. And what might those things be, if there are just a few specific areas that are very crucial that would help our enforcement officers and help the whole process along, we might be able to get somewhere on a shorter-term basis with the current ordinance and some modifications, and the afford, as I keep hearing over and over again, a longer period of time to have a more concise and clearly drafted new ordinance with other considerations including but not limited to a lot of the good input we received relative to Bernalillo County's process.

And so maybe to just roll it up, I would say these two things. Let's see what few things we can do and I think we've heard enough and the sense I get from the Commission is we're probably going to move towards eradicating chaining in the county. So let's isolate that in the current ordinance and figure out what other key issues might we have to give ourselves some time. Now, I'm going to say this. I said it at the last meeting but I'm going to say it now again. We had a Commissioner-elect step up here and make some comments and raised a lot of areas that were consistent with some of the other concerns that came up where there's a lot of complexities, Commissioner-elect Hansen that come along with the evaluation of your issues and all of the other issues that were brought up, that would afford you and your other two new Commissioners coming in the opportunity on that longer project I think, of the complete redraft of a new ordinance.

So two phases is what I'm suggesting and I'd like to get some comments, Rachel on maybe the ordinance things and maybe the legal aspects. I know that there's some legal questions raised, but I think we might be headed in two directions – a short-term solution that may be a modification to the existing ordinance to deal with the chaining issue and maybe a few other key issues in the existing ordinance, and then a second phase that's a longer phase that would encompass us reaching out to not only Bernalillo County, not only complementing what's done in the urban area, because I agree with Commissioner-elect Hansen said relative to Santa Fe, it makes sense, and I think my colleagues probably feel the same a similar way, to have something in the rural setting that complements what's happening in the urban setting.

It's when you get outside of town, and the further you get outside of town is when it gets more complicated and more complex, and that's where I think that we're not going to be able to get to the complete wrap-up of this in a month's time or two months' time. I think that's going to take a lot broader time spectrum. And so, Rachel, if you could, and I hope I was somewhat clear in my own individual thoughts as a Commissioner, but if you could provide some feedback relative to some of the legal components and then the other items that I noted I'd greatly appreciate it.

MS. BROWN: Mr. Chair, Commissioners, I think perhaps the first element of what you've asked about is what alternative steps there are to take this evening. Certainly there could be adoption of the ordinance this evening. It doesn't sound like we're at that point. You could move to postpone action on this matter and request redrafts to come forward at a subsequent meeting that would still be open to the public for comment on the items that are redrafted. Alternatively, you could bring forward simple modification to the existing ordinance as a separate action, where we would bring forward a request to publish title and general summary at the first meeting in November, if we could move that quickly, or the second meeting in November if we couldn't, and

then have a public hearing on those more minor modifications to the existing ordinance. So those are two separate paths you could take, each of which would allow additional contemplation of the draft ordinance or an alternate amendment to the current ordinance.

In terms of coming into compliance with state law, our current ordinance does have some discrepancies from what state law authorizes, one of which comes to mind is that state law allows and requires rabies vaccinations every three years. Our ordinance requires that you receive a rabies vaccination annually. And so there is discord between what we require and what state law requires. We are requiring more rabies vaccinations than state law does and most veterinarians will no longer give an annual rabies vaccination, and so issues such as that should be addressed so that we come into compliance with state law and don't require people to take measures to impose rabies vaccinations that could be harmful to their animals or not available because the veterinarians won't give them. So that's just one example of the types of issues that have us out of sync with state law.

There are also some clarifications about procedure and when an animal can be seized, and so it is possible that under our current ordinance we would not be in compliance with due process concepts.

COMMISSIONER ANAYA: Mr. Chair, if I could, so I guess what I would recommend and I want to hear from my colleagues. I'm not ready to make any motions or anything like that, but what I would recommend is we specifically make modifications to our existing ordinance to deal with chaining and being one of the paramount issues and then we look at those statutory revisions that we need to accommodate associated with being in compliance with state law. And then we look at what immediate items would be helpful. And I'm going to say it this way. I'm want to say helpful for clarity and enforcement, and I don't say it in a punitive way. What I want to emphasize is that no time did our Sheriff's Department that oversees our Animal Control, have they gotten up and wanted to be immensely punitive with what they're trying to accomplish. I think their intent from the onset has always been how can we make sure that the officers when they're trying to accommodate – and what I heard in – keep in mind, this is the second time around with an animal control ordinance. This is the second time around.

The first time around there's a lot of things that were brought up that we still haven't even touched on relative to concerns that the Audubon Society had, relative to feral cats, which got into much more complex issues to discuss.

So I think we need to slow down. Let's get the ordinance that we have. Let's make the immediate modifications that we have, and let's keep in mind that this Animal Control unit, they're not trying to be punitive. They've been at the table with all of the groups that have been present and they've been there present saying what can we collectively do to make these thing work better. And so I think we have time. We have short-term solutions, and then I think we have an opportunity and an obligation to be more clear and concise in the broader ordinance and also afford more comment and feedback and we progress to a completely new ordinance. Thank you, Mr. Chair.

CHAIRMAN CHAVEZ: Thank you, Commissioner Anaya. Rachel, I want to build just a little bit on what Commissioner Anaya is suggesting and in the draft for the new ordinance, or even in the current ordinance we have in front of us, I don't see

a review section, and I'm suggesting that maybe the ordinance be reviewed probably within a year or maybe a year and a half of its adoption, because I don't think any ordinance should be etched in stone. It's a living document. We're all learning and we need to continue to learn, not only from Bernalillo County but from others. And so I would suggest a new section to that effect.

MS. BROWN: Mr. Chair, if I could just comment on one thing from Commissioner Anaya. To the extent we're contemplating an amendment to our existing ordinance as opposed to moving forward with the ordinance that's before you tonight, given the breadth of proposed modifications to that, I don't think that that could come forward at the first meeting in November.

CHAIRMAN CHAVEZ: No, that would be fine. I think it just needs to be a feature in whatever is adopted moving forward.

MS. BROWN: Okay.

CHAIRMAN CHAVEZ: Commissioner Stefanics.

COMMISSIONER STEFANICS: Thank you, Mr. Chair. I think that Commissioner Anaya indicated that most of us – I think – would like to eliminate the chaining and tethering of dogs. I personally would ask that we look at whether or not this could pertain to only unincorporated areas of the county, to allow the incorporated areas to continue on with their own policies and laws. And if we did that, then I probably would go in and delete everything related to cats, because barn cats aren't really considered feral cats. It's a different life. I do think that we've had some problems in our city and our county with people being hurt by dogs who are off leash and I think that we were trying to address the safety of individuals on bicycles, on horses, taking a hike and maybe being frail elderly and not being startled and tripped or whatever.

So I do think that needs to be addressed somewhat in terms of public places. Are those public places our county trails? I'm not sure. But I do think that the addressing of leashes was around public safety. I myself and my neighbors would not be leashing our animals on our property or even going for a walk on our country roads. So I oftentimes say that Santa Fe is reactive, we're not pro-active. We don't have a ton of animal control officers or sheriffs running around the county. And so I think we need to be practical so that we can accomplish some goals and as Ms. Hansen said, I think that education – education doesn't get put into an ordinance but an education effort or outreach should be planned along with any new ordinance or any new conditions.

I think the fee I'm paying for my dog license is way too low. Three dollars a year? I tried to pay for multiple years; they wouldn't let me. I think writing check for \$3 is kind of silly. I also know that it's not anywhere near the cost of what it's supposed to be helping the animal shelter do. I also don't want a lot of penalties for people turning in animals. If people really want to save animals, if they really want to see that they get back to the owners of they go to a new family, we shouldn't be charging them a lot of money.

So those are just a few of my ideas. I would like to see something simpler than 30 pages like Ms. Boyce said but I understand that the officers and the courts have also said we'd like to see something more definitive from Santa Fe County, but maybe we could draw it back to the unincorporated areas and then start looking at what other people want. Thank you.

CHAIRMAN CHAVEZ: Thank you, Commissioner Stefanics.
Commissioner Roybal.

COMMISSIONER ROYBAL: I would agree with a lot of the comments that were made by our Commissioners tonight and one thing that I do believe that everybody does feel is the chaining of dogs needs to change and I would be definitely open to implementing some of these rules into the current ordinance and then looking at the phasing of other rules as we move along. But I do – I would be open to having two or three phases as we move along to adopt some of these ordinances. But I do feel that chaining is something that we need to address sooner not later. Thank you.

CHAIRMAN CHAVEZ: Commissioner Holian.

COMMISSIONER HOLIAN: Thank you, Mr. Chair. First of all, I want to thank all the people who commented tonight, and it became fairly clear to me in listening to all the suggestions that it's really, really difficult to write a perfect animal control ordinance. So it is going to take time until we actually get there. I agree with the suggestion by Commissioner Anaya that we address the chaining problem right now in our current ordinance and get that moving. I think that we all agree on that particular point, and I think it's also really, really important to follow the lead of Bernalillo County. We need a lot of education and community outreach on this to educate people about this particular issue, and it's also important to phase this in over time as Bernalillo County did as well so that people don't feel like we're being punitive immediately.

And I have a suggestion on the leashing issue that we might be able to incorporate again, sooner rather than later, and that is that we require leashing on heavily used county trails, trails where there are mountain bicyclists and horseback riders and also on certain County-owned open space properties. And again, we need to educate people. We need to put up signage so that people clearly would know where leashing was required. But I think it's good for us to be able to create a space where people feel safe, where they feel like if they don't want to run the risk of running into an unleashed dog that they don't know how to deal with that they have a place where they can go to hike and that if we deal with the leashing in that way, we sort of, at least for the time being, we create a safe space for people to go to where they can feel confident but we aren't punitive; we don't require leashing everywhere in the county, especially in the really rural areas where it isn't necessary. And I think we can study that issue further. But to create right up front a space where people can feel safe.

So I think those are my suggestions and again, I think that starting with our current ordinance, fixing the parts of the ordinance that we know are not in compliance or are in contradiction to state law or are confusing, fix those areas, deal with the chaining part of the ordinance, and then, as far as leashing, since we would probably be, if we were prohibiting, or if we were requiring leashing on certain trails, certain County-owned and controlled trails and open space properties, we could probably even do that outside of the ordinance, as long as we just said those are the rules for using this County open space or this County trail. So that wouldn't even necessarily have to be part of the ordinance, I don't think. Maybe Rachel could comment on that. So those are my feelings about this ordinance at this time. Thank you, Mr. Chair.

MS. BROWN: Mr. Chair, Commissioner Holian, we currently have an ordinance that regulates our open space and I believe that it does prohibit unleashed

animals on our properties.

COMMISSIONER HOLIAN: Okay, that exists. But I'm not sure that we have signage up. I think it's really, really important to put the signage so that people really know what is allowed and what isn't.

MS. BROWN: We can certainly work on that. And Mr. Chair, I don't know if there will be further comment before action, but to the extent we are moving from the ordinance that's before you tonight and contemplating simply amending our existing ordinance, it would be best to make a motion to withdraw this from further consideration, and then we can bring forward a proposed amendment for your consideration at a future meeting.

CHAIRMAN CHAVEZ: Would that be better than a tabling motion?

MS. BROWN: It depends on what you want to do. If you're tabling this ordinance for further action on this ordinance, that is appropriate.

CHAIRMAN CHAVEZ: No.

COMMISSIONER ANAYA: Mr. Chair.

CHAIRMAN CHAVEZ: Commissioner Anaya.

COMMISSIONER ANAYA: I'll take a try at it, Mr. Chair. So I'm going to move to withdraw the current ordinance and I'm going to request to publish title and general summary for the existing ordinance and to specifically focus on chaining and the other items that were noted for immediate action. And I think there may be some other good suggestions, not only from our animal control officers and the Sheriff's Department but based on the comments and feedback we heard here today that could maybe one to two pages of potential changes or keep them as succinct as possible in the current ordinance. So does that help, Rachel? Help me out and I'll help modify it.

MS. BROWN: I believe what I understand you to be asking for is that we come forward to request publication of title and general summary of an amendment to the existing ordinance that would prohibit chaining and trolleying, and that would rectify any discord between our current ordinance and state law.

COMMISSIONER ANAYA: Including comments associated with Bernalillo County's phrasing, for lack of a better word, of the enforcement and how that could transpire in a manner that seems to be less punitive, to use Commissioner Holian's words and more customer-oriented, I guess, for lack of a better term. Does that help?

MS. BROWN: It does.

CHAIRMAN CHAVEZ: So Commissioner Anaya, I think it was a grace period that Bernalillo County suggested, so it was a grace period so that it doesn't go into effect immediately; that's the grace period. And you use that time to educate the public and let them know how things are changing. So that's how I understood it.

COMMISSIONER ANAYA: And Mr. Chair, there were some things about the current ordinance that even I wasn't aware of until we went through this process. So I think having some break-out similar to the discussion I had earlier about understanding what the various counties do, what our current ordinance requires, and if there are things that touch on the leash law requirements in urban versus rural versus suburban areas in between, that we might need to make some modifications to our existing ordinance if they're not in sync with the feedback we're heard thus far from the Commission as well as the public. So I guess making sure we understand if the current

ordinance already doesn't allow or does the current ordinance require leashing or does the public understand what those requirements are. Are they in sync with the feedback we heard here today or are they in fact very restrictive?

MS. BROWN: Mr. Chair, our current ordinance that's in effect at this time requires either leashing or voice command when you're out with your animal. And so I'm not sure what you're asking for in a proposed amendment that might come forward for publication of title and general summary.

COMMISSIONER ANAYA: Does the current ordinance disallow free-running dogs, for example, in a rural area. That's an example. Does our current ordinance restrict that?

MS. BROWN: Currently our ordinance doesn't have a restriction to leashing. It allows voice command of your animals.

COMMISSIONER ANAYA: Okay.

MS. BROWN: And if what you're asking for is a table to come forward when we come forward to publish title and general summary that compares our current ordinance to Bernalillo County and surrounding areas we can certainly provide that.

COMMISSIONER ANAYA: I think that would be helpful once we get through this first phase as we progress to later phases. Thank you very much.

COMMISSIONER STEFANICS: Mr. Chair.

CHAIRMAN CHAVEZ: Commissioner Stefanics.

COMMISSIONER STEFANICS: Mr. Chair, I know that as all of had different ideas. So if you were going to try to take our current ordinance and amend it with all these different ideas it won't be ready soon. Correct?

MS. BROWN: Mr. Chair, Commissioner Stefanics, that is correct, but what I understood that we were asked to do was simply bring forward an amendment that would address chaining and compliance with state law, leaving all other items for future amendments or alternate ordinances that might come forward at a later date.

COMMISSIONER STEFANICS: So I think I hear, Mr. Chair, from the County Manager, that one of the things that we should be doing because of our contract with the Humane Society, that we do need to adjust our fees. Not penalties. Fees. Is that correct?

MS. MILLER: Mr. Chair, Commissioner Stefanics, yes. We currently help pay for the sheltering services that we receive with licensing, but as you said \$3 doesn't exactly produce any revenue there. It's actually more expensive for them to get animals licensed than we receive in fees.

COMMISSIONER STEFANICS: Well, what I was going to suggest, Mr. Chair and Rachel and Kristell and everybody who's working really hard on this, is that as you come forward with any amended ordinance that you put out the items that you've put in there so that we can give you a nay or yea on publishing title and general summary. It's kind of like what I did with Ms. Penny Ellis-Green on the Land Use Code and I said could you all live with this or that? We all have different ideas, and maybe there are some of those that we could get in there, like a fee. Like where we leash. Like the chaining. Like the vaccinations.

I think I told Rachel that my vet won't do a one-year rabies. They only do three years. So there are some things if they're going to clean it up.

COMMISSIONER ANAYA: Mr. Chair, if I could, on this point.

CHAIRMAN CHAVEZ: Yes.

COMMISSIONER ANAYA: Mr. Chair, Commissioner Stefanics, I think the motion gives us the opportunity, gives the staff to focus in on those primary items, and if there are others, let's get with those Commissioners to add those into the ordinance but that by the end of November we would have an amended – we would request to publish title and summary with amended recommendations at that time that we publish, as suggested by Commissioner Stefanics to be able to theoretically take action in November, if we had consensus or agreement as a Commission.

MS. BROWN: To take action to publish the ordinance and then actually adopt the ordinance at a meeting in December. At the first meeting in December.

COMMISSIONER ANAYA: Right. So we would publish – we would have publishing title and general summary in November, the end of November. So that would give us the whole month of November to take in those amendments, and actually see those potential amendments while we're publishing title and general summary. And then have a public hearing and possible action in December on the current ordinance amendment. Is that –

MS. BROWN: I believe the time table will allow for that.

COMMISSIONER STEFANICS: I was going to ask about the dates, because our last meeting is November 29th, and then December 13th. Is that enough days?

MS. MILLER: Mr. Chair, Commissioner, it's not. We typically need at least three weeks between meetings because we actually have to – once you authorize us to publish title and general summary, it takes about three days to get into the newspaper. Then we need to have that published for 14 days. So there's only 14 days between meeting on the 29th and the meeting on the 13th. So that's – and I think what Rachel was trying to say earlier, we do have three weeks between the 8th and the 29th, but it's not enough time to write up an amendment, because when we do request authorization to publish title and general summary we actually need to have the document that you would be having us put out there. And so that's our time restriction relative to the end of the year or before the end of the year.

However, you could authorize us to publish title and general summary. It's just that the first hearing wouldn't be until January.

COMMISSIONER ANAYA: And I guess – I would defer to the Commissioners that are finishing their terms by the end of the year, is the intent to have a vote before the end of the year or to make the amendment with concurrence from the Commission which it seems that there's concurrence on the steps that need to be taken on a short-term and a long-term basis. I defer to the Chair, Commissioner Holian and Commissioner Stefanics.

CHAIRMAN CHAVEZ: Well, I'll respond first. For my part, I don't want to rush any of this and for me it doesn't have to happen before the end of the year. It's going to continue after the end of the year, first of the year anyway. This is not a start or stop tonight or a month from now. It will continue. So I think that if it ends up waiting until the first of the year that could be okay.

COMMISSIONER HOLIAN: Mr. Chair.

CHAIRMAN CHAVEZ: Yes.

COMMISSIONER HOLIAN: I have a question for you, Katherine. Do we need to change the fees sooner rather than later?

MS. MILLER: Mr. Chair, Commissioner Holian, the shelter's contract, I believe, is up for renewal. It would be nice if we knew what the fees would be. It helps in negotiating our contract with them, but it's not urgent, but it would be definitely helpful. I know that that's something that they have been wanting for a while because they collect the fee and it does go towards the cost of our contract.

COMMISSIONER HOLIAN: Would you think that we could separate just that one part out? To do it sooner rather than later?

MS. BROWN: Mr. Chair, if I could respond to that.

CHAIRMAN CHAVEZ: Yes. Go ahead.

MS. BROWN: To the extent we're simply publishing title and general summary to amend the ordinance to increase the fees that are currently in the ordinance, that we could promptly draft and have on the agenda for the 8th.

COMMISSIONER HOLIAN: So my opinion is that would be a good idea to at least do that one step that we all know needs to be done and would actually clarify things in our negotiations.

COMMISSIONER ROYBAL: Mr. Chair.

CHAIRMAN CHAVEZ: Commissioner Roybal.

COMMISSIONER ROYBAL: If we have this ordinance roll into the new year and we have some of these other issues addressed, I'd like to see if we could maybe do some community outreach and get some input from communities, especially in the rural areas, because I know that there is going to be some differences in some of these rural areas and I'd like to get feedback from our communities. Thank you.

COMMISSIONER ANAYA: Mr. Chair.

CHAIRMAN CHAVEZ: Commissioner Anaya.

COMMISSIONER ANAYA: Yes, Mr. Chair, I don't know that I'd want to take one piece out and just carve that out. I think we still have to get public comment on that fee structure, if we would do a change to the fee structure as a revision to the ordinance. Wouldn't we?

MS. BROWN: Mr. Chair, Commissioner Anaya, if we were to publish title and general summary of a fee increase to the existing ordinance on the 8th there would then be a public hearing at which the fees might be adopted, either as proposed or with variation to them.

COMMISSIONER STEFANICS: Mr. Chair.

CHAIRMAN CHAVEZ: Commissioner Stefanics.

COMMISSIONER STEFANICS: I was just looking at the Bernalillo County fees and they had a different fee structure for senior citizens and so I think we should keep that in mind. I have since gotten some comments on solid waste from disabled and low income people, so maybe we could keep something about either low income or seniors or something in mind. Thank you.

COMMISSIONER ANAYA: Mr. Chair.

CHAIRMAN CHAVEZ: Commissioner Anaya.

COMMISSIONER ANAYA: I'm reluctant to segregate it. I'd rather keep it together, get comments on fees, get comments on the immediate modifications and vote

on it at one time. That's my thought.

CHAIRMAN CHAVEZ: So refresh my memory. Do we have a motion on the table?

COMMISSIONER ANAYA: So Mr. Chair, I made a motion that we publish title and general summary for the last meeting in November, withdraw this current item, roll up the modifications that we've recommended – chaining and others, and it sounds like we'd be doing a hearing in January.

CHAIRMAN CHAVEZ: I could go either way, Commissioner Anaya. I think that the fees, as much as maybe they might not be popular as was suggested by a few, that needs to be revisited. I think that those fees could be comparable – I think that there's a way that you could evaluate where we are in our fee structure and look at other fee structures and use comparables to bring it to a current, kind of reasonable level. So I would be open to that. We talked earlier about doing it in phases and sections, so I don't see any difference in doing the fees in a phased approach similar to the tethering or chaining of a dog. So I think that there could be some things that could be done in the short term, taking into consideration the time that we have left but I don't really want to force too much of it right now. I think that if we took our time, maybe that would be the best thing to do.

COMMISSIONER STEFANICS: So, I'm sorry. Did Commissioner Anaya have a motion on the floor?

COMMISSIONER ANAYA: I had a motion earlier. I had a second. I don't know if I have it any more. Do I?

COMMISSIONER STEFANICS: Could somebody repeat the motion?

COMMISSIONER ANAYA: So my motion was simply to withdraw the current new ordinance, do modifications and publish title and general summary for November, at the end of November, with all the modifications recommended, invited, but the public hearing won't be followed until after the new year. That was my –

CHAIRMAN CHAVEZ: So, Commissioner Anaya, would you accept a friendly amendment to your motion that would include the fee structure so that we could have that as part of this sort of first phase, if you will?

COMMISSIONER ANAYA: Yes, I include the fee structure on the November 29th public hearing vote after the beginning of the year. I wouldn't want to put the fee structure in place. I'd rather put it all together and package it once, take it to the public, get input and then move on it. So that's my motion, Mr. Chair.

CHAIRMAN CHAVEZ: Okay.

COMMISSIONER ROYBAL: I second.

CHAIRMAN CHAVEZ: So there's a motion and a second. Any further discussion?

COMMISSIONER HOLIAN: Mr. Chair.

CHAIRMAN CHAVEZ: Yes.

COMMISSIONER HOLIAN: I really strongly feel that we should pull the fee structure out, so I will probably vote against this.

CHAIRMAN CHAVEZ: I tend to agree with that position, Commissioner Anaya, respectfully. I think that if we're going to do – if we're going to roll out two or three points I think the fee structure should be at the front end. It's been pending. We

heard from the County Manager that it's something that we've needed to do for a while. I think those are the things that we should do in the immediate and I would be comfortable with that. Or we just postpone it and do it all later, not do piecemeal now? Continue the discussion. Let the public know what we're thinking and in January or February you and the new Commission can roll it out and do it all.

COMMISSIONER ANAYA: Just in the interest of time, I'd just call the question, Mr. Chair.

CHAIRMAN CHAVEZ: Okay. So we have a motion. We have a second.

The motion passed by majority 3-2 voice vote with Commissioners Anaya, Roybal and Stefanics voting for the motion and Commissioners Holian and Chavez voting against.

CHAIRMAN CHAVEZ: So the motion still passes. So staff has their direction and we'll keep the discussion going.

MS. BROWN: Thank you.

CHAIRMAN CHAVEZ: Thank you. Thank you all for being here.

COMMISSIONER ANAYA: Thank you, Mr. Chair.

CHAIRMAN CHAVEZ: So we have one presentation left and public comment on the Pojoaque Basin Regional Water Authority joint powers agreement and we'll do that as soon as we come back from a short break.

[The Commission recessed from 8:10 to 8:24.]

IX. DISCUSSION/INFORMATION ITEMS/PRESENTATIONS

B. Presentations

1. **Presentation and Public Comment on the Pojoaque Basin Regional Water Authority Joint Powers Agreement** [*Exhibit 8: Maxine Velasquez Power Point Presentation; Exhibit 9: Governor Charlie Dorame NPTWRA Statement; Exhibit 10: Governor Frederick Vigil Letter; Exhibit 11: Governor Phillip Perez Letter; Exhibit 12: Governor James Mountain Letter; Exhibit 13: Governor Joseph Talachy Letter*]

CHAIRMAN CHAVEZ: If I could reconvene, it's good visiting but we do have a presentation that's very important and we want to give it the same time, hopefully, that we gave the other items that we discussed earlier. In this presentation I do want to use the same ground rules, and so knowing that there are many interested people here tonight that would like to speak we want to do it in an orderly fashion.

The County staff will do their presentation and then there will be a short presentation on behalf of the four pueblos, then we'll have Governor Dorame close the pueblo presentation and then we'll go to the public hearing. So if we could then start with staff's presentation. Oh, and what I did want to say is that we'll use the timer, same three-minute time limit. If members of the public want to give your time to others, let us know as you're coming up to the podium. Should we do the swearing in now, Madam Clerk,

before the public hearing? Oh, no. this is just a presentation. No need to swear in.

MR. SHAFFER: That's right, Mr. Chair. This isn't an ordinance or an administrative –

CHAIRMAN CHAVEZ: Right. We're not taking any action on this tonight. So go ahead, staff.

SANDRA ELY (Utilities Department): Mr. Chair, members of the Commission, good evening. I work in the Utilities Department as the project manager for the Aamodt Settlement. So the presentation this evening will not be about the water adjudication, but rather we will focus on the Aamodt Settlement agreement, the Regional Water Authority and Regional Water System. We'll talk about why the County has supported the settlement and the Regional Water System. We'll go over the milestones that we have reached to date and also talk about the remaining milestones. And then I'll go into some detail about the Pojoaque Basin Regional Water Authority joint powers agreement, and then answer some questions.

The gentleman up here on the screen is Mr. Aamodt, whose name has been kicked around the basin for many years as he is the first defendant on the list of the lawsuit. This slide demonstrates the settlement area in the Pojoaque Basin in blue. You will see the Sangre de Cristo Mountains to the east and the Rio on the west. You'll also see an outline of each of the pueblos and the Rio Pojoaque, Nambe and Rio Tesuque. So this is the area of interest that we'll be talking about.

So why does Santa Fe County support the Aamodt Settlement? Well, it protects Santa Fe pueblo water rights and it protects non-pueblo water rights and it does this by providing an opportunity for the full amount of the water right to be realized. We're not getting in the way of the normal process for proving the full amount of the water right. And it creates a presumption of 0.5 acre-feet minimum for domestic wells, regardless of the actual beneficial use.

So a lot of people have come up with the question, what is .5 acre-feet? That's equivalent to about 163,000 gallons of water year or over 13,000 gallons of water per month. This does exceed EPA's estimated national average of .5 acre-feet, or 21,000 gallons of water per month. Now the EPA's average of course does not consider regional use. The average county user uses about 5,000 gallons per month and OSE tells us that for those wells that are metered in the basin currently they use an average of .2 acre-feet per year. So the minimum amount received will be well above the basin average from those wells that had been metered to date.

We also support it because the domestic well right owners have an opportunity to elect to continue the use of their wells or to connect to the Regional Water System. There is a choice that can be made, and it also provide priority protection for non-pueblo water rights. In the event of a shortage well owners that sign up on to the agreement will have priority protection.

The settlement also protects traditional agricultural uses and acequias and it does this in a few ways. One, because it provides priority protection, but it also brings more water into the basin which takes pressure off of agricultural rights to be transferred elsewhere. It quantifies the pueblos senior water rights and that's very important. Those water rights have been in litigation for year and we now know what those rights are because of the Aamodt Settlement. That question has been solved. And it promotes

surface flows and ecosystem health for the rios in the basin. And it's clearly superior to the alternative of a water rights adjudication that determines the size of each water right owner's slice of a fixed pie.

The comparison really should not be made between the status quo and the settlement. Instead, a proper comparison is between a fully appropriated basin with no imported water and a fully appropriated basin with the settlement agreement that brings water in through a Regional Water System that is funded primarily by the federal government.

The Regional Water System will provide a safe and reliable source of potable water for both pueblo and non-pueblo users in the Pojoaque Basin. The pueblos would receive 2,500 acre-feet, and the County up to 1,500 acre-feet for water. And I emphasize the safe and reliable source of water because we know that there are a number of basin wells that are contaminated that have levels of nitrates, arsenic, fluoride as well as naturally occurring uranium that are above safe drinking water standards.

This map of the basin shows the results of a water fair from 2004. A water fair is when residents of the basin bring samples from their well in to be analyzed. And virtually every well within this portion of the western part of the basin had levels of uranium above safe drinking water standards. Each of those red dots represents a well that's at least three times above the standards. Over time we know that drinking water with unsafe levels of uranium can lead to kidney disease and increase the risk of cancer. Maybe I don't need to remind you but this is naturally occurring uranium. It is not a result of Los Alamos National Lab.

So the Regional Water System will promote economic development both from construction and from operation. Construction costs are estimated to be at \$260 million; that's in 2024 dollars. The federal share of that is about 65 percent, and construction, operation and maintenance will create new jobs and bring new money to the local economy. It will also recharge the aquifer. Importing water will result in reducing well water usage and reduce surface water depletion. The draft EIS predicts that groundwater levels will increase, on average, from three feet up to 28 feet, depending on the location, after full build-out of the system.

This slide has a map that depicts the proposed construction site for the Regional Water System, the proposed service area. And you'll see that the blue lines are the transmission lines, and what we have is the intake structure that would then go to the water treatment and then the water would be transmitted through San Ildefonso, Pojoaque, Nambe and then on up to the Pueblo of Tesuque, the Tesuque Village and then go as far as Bishop's Lodge. There will be about 50 miles of new transmission lines and 150 miles of distribution lines as depicted in the purple lines on the map. The location of those purple lines may change based on budget and the well election but this is what's being proposed right now. There are approximately ten new tanks that would go in and those are denoted by these pegs right here, and then those blue squares are new water pumps. So that's just an overview of what the Regional Water System would be as planned.

So the cost of the system, as I mentioned is upwards to \$261 million. That's in future dollars. It's 2024 dollars. In 2006 dollars it was \$159 million. The federal government has already put forward about \$84 million for the system and the state \$15

million. And the County has yet to appropriate any funds for the construction of the Regional Water System. So to date, we have a remaining balance of \$162 million that needs to be appropriated for the system. Now this is primarily for the construction and it excludes the connection costs. There will be a \$4 million connection fee fund that would be provided by the state as well as a half million dollar impairment fund that are not included in these numbers. It does not include the \$9 million that the County may pay for other connection costs, and it does not include tribal in-kind contributions for land and for planning.

So now I'm going to talk a little bit about the milestones that we have reached. Congress enacted the Aamodt Litigation Act in 2010 and then in 2013 there was a revised settlement agreement to conform with the act that was signed, as well as the cost sharing and systems integration agreement that was signed by all parties including the Board of County Commissioners. In 2014 the US and the state funded the agreement or provided a funding agreement for the state's share of costs of the Regional Water System. Their future costs are indexed out to about \$72 million. But of course the state's obligation are contingent upon appropriations.

In 2015 the water rights transfer application was filed with the Office of the State Engineer and that includes water rights from the Top of the World near the Colorado border, San Juan Chama water and water from the Nambe reservoir. If approved, water would stop being diverted from those locations and be diverted at San Ildefonso just above the Otowi Bridge. In 2016 the federal court entered the partial final decree which overruled all the objections that had been filed regarding the settlement agreement and formally declared the settlement agreement in effect.

So we have a number of upcoming milestones. Next month it is anticipated that the joint powers agreement will go before the Board for consideration, and then in 2017 we believe that the court will set a date for well elections, and during the well election the domestic well owner has an opportunity to elect one of three options. They can discontinue the use of their well, connect to the County water utility; they can continue using their well and limit the amount of that use in accordance with the settlement agreement; they can continue using the well and limit the use until their property is transferred to a new owner.

Those well owners electing to connect to the County water utility as soon as it is available will have access to the connection fee fund, which pays for the cost of connection. At that time the well owner would convey their water right to the County.

Other remaining milestones include a number of milestones that need to be met by September 15, 2017, and that broken document and the red exclamation point denote risk, because if the conditions on this page and other conditions are not met by the deadline specified in the act the settlement would no longer be in effect. If this happens we go back to litigating the pueblo claims and lose the opportunity to construct the Regional Water System and bring up to 4,000 acre-feet of new water into the basin using predominantly federal dollars.

So these conditions are acquiring the water rights, Congress fully appropriating all authorized funds under the settlement act. That is not all the funds for construction. Those will be appropriated up till 2024 during the construction process. The OSE has to issue permits changing the point of diversion for the water rights acquired. The state may have

to appropriate half a million dollars for the impairment fund to mitigate impairment of non-pueblo groundwater rights as a result of new pueblo water use. And the final decree must be issued by the US District Court, and the final decree sets forth the water rights for all parties in the Aamodt case, non-pueblo included.

Other remaining milestones are the funding agreement needs to be established between the US and Santa Fe County, which would set out the County's obligation to pay for their portion of the construction of the Regional Water System. In 2018 the environmental impact statement and the record of decision has to be completed. In April of 2018 the final Regional Water System design should be completed and construction will begin in 2018. And then between 2018 through the completion of the system, the state and County would provide their fair share of funding the Regional Water System and the state would provide \$4 million for the connection fee fund to pay for water connections for non-pueblo water users.

In 2018 the operating agreement has to be executed, that's per the settlement act. In 2012 the Bureau of Reclamation will verify that the Regional Water System is complete or will be complete by June 30, 2024, and by 2024 the Regional Water System must be substantially complete. And we again have another torn document and red exclamation point because if this deadline is not met then if the system is not complete by June 2024 the settlement agreement is no longer in effect and all unexpended funds would go back to the federal government and litigation would begin again.

I'd like to provide an overview of the joint powers agreement, which is one of the key milestones in the implementation timeline. So the joint powers agreement is necessary because the settlement agreement requires the pueblos and the County to create the Regional Water Authority. At a minimum the authority will own and operate the joint components of the Regional Water System and the draft JPA contemplates that the authority will operate the Regional Water System. The settlement doesn't specify how the Regional Water Authority will be formed but the state Joint Powers Agreement Act allows two or more agencies to come together to jointly exercise power in common that that's what is being proposed.

So for the JPA to be effective the draft JPA must be considered and approved by all parties. Once approved by all parties it must be approved by the New Mexico Secretary of Finance and Administration as per state law. Parties also intent to request the Secretary of Interior approval of the pueblos' commitment to provide future easements for free water and wastewater infrastructure easements.

So the JPA would create the authority which would own the Regional Water System, the common elements of the Regional Water System, operate the entire Regional Water System and collect from the parties their share of operating and capital expenses. It establishes the authority's powers and its board of directors, and it makes clear that the authority is subject to all state laws that apply to the County, including the Open Meetings Act, the Audit Act, Inspection of Public Records Act, the Procurement Act.

The JPA would also make provisions for the fiscal agent and system operator. The fiscal agent would provide procurement, payroll, financial and accounting services. The system operator would operate, maintain and repair the system. The JPA also requires that pueblos grant future easements to the authority for free for the water and wastewater infrastructure, and it establishes dispute resolution mechanisms to ensure enforceability

of the JPA in future agreements. And it provides a general framework for the authority's operation.

The JPA does not establish how costs will be shared among the parties nor determine how the system will be operated, or identify the terms and conditions of the fiscal services agreement or system operator agreement. All of those items will be addressed in future agreements between the parties.

Now, we had a number of earlier drafts of the joint powers agreement. We've posted these on our webpage along with a fact sheet and have made notice that these drafts are available for comments. We've received a number of comments and all concepts were considered and some resulted in changes to the joint powers agreement, at least in part, including strengthening the requirement that the authority conform to County policies regarding billing, collection and suspension of services, including requiring the authority to meet in the Pojoaque Basin and not elsewhere in Santa Fe County. We received comments that the advisory committees should be in compliance with the Open Meetings Act. We agreed with that and made those changes. We received comment that the board membership should be expanded by two customers or future customers, and we made changes to the board membership as well.

We also received comments stating that the dispute resolution should be strengthened, and we should be clearer about the waiver of sovereign immunity, and we made those changes to ensure that that occurred to ensure binding resolution of disputes. We clarified the organization structure of the authority and required the operational stability fund to guard against budget shortfalls. And lastly, also requiring the use of federally appropriated money for operations and maintenance.

These are some of the comments we received. We received lots of cleanup comments and we greatly appreciate all the comments that we have received from the public.

So I'm going to go through fairly quickly a summary of some of the significant provisions within the joint powers agreement. I will not go through each article in detail. You do have a summary in your packet by article. It's kind of an index and summary of what's in the joint powers agreement. Article 4 though is something to be looked at and it provides for the duration of the joint powers agreement, essentially dissolving the Regional Water Authority would require approval from each of the parties and literally an act of Congress for it to be dissolved.

Article 5 lays out the powers the Regional Water Authority has. And Article 6 address the board of directors. It creates a board of directors and establishes a membership and basic rules for its operations. Now, the current draft has a composition with a seven-member board. Five directors would be appointed by the parties with each party appointing one director. There are two water customers that would be appointed by a majority vote of the remaining other five party directors. Those two customer-directors must be residents within the service area for at least five years immediately prior to their appointment, and customer-directors must be served by either the County or the pueblo water system. It does not distinguish between those two systems.

For the County director, the assumption is that the County director will be the Commissioner from District 1. The Board of County Commissioners could appoint somebody else.

The chairperson and vice chair positions rotate among the parties. Initial selection and rotation is determined by pulling numbers from a hat. The board meetings will comply with the Open Meetings Act. They must be held within the Pojoaque Basin and must have four directors present. Now, some of the directors will have special voting rights. The party directors for the County and San Ildefonso must vote affirmatively on the following: to approve the annual budget and budget amendments; to hire, terminate or modify the general manager contract; to approve delegation of any power of the authority; to borrow money in an amount in excess of \$125,000, or to convey, pledge, or encumber any of the authority's assets; and to enter into, terminate, or modify the system operator agreement, the fiscal services agreement or any contract for an amount greater than \$125,000.

Article 7 addresses the general manager and other authority employees, and in Article 10 it provides information on the fiscal agent. Article 11 addresses the annual budget and financial provisions and establishes several funds: the repair and replacement fund, the emergency fund, and the operational stability fund. The last fund would provide funds in the event of a revenue shortfall or significant increases in expenses.

Article 12 address the Regional Water System operator and Article 14 has clauses regarding cooperation, access easements and county interim use. Article 14 is important in that it contains provisions for cooperation and access. Article 19 is the article that has provisions related to arbitration and other methods for alternative dispute resolution. It should be noted that the tribal sovereign immunity is waived for purposes of effecting such arbitration and enforcing an arbitral award. Article 16 has a non-appropriation clause as is standard in many governmental contracts. It makes obligations contingent upon appropriations.

And then this structure, this slide here shows the overall structure of the Regional Water Authority where you have each of the pueblos and the County being a member on the board. We have a general manager who hires and supervises staff and oversees the day to day operations and coordinates with the board. That person may hire other employees. You have the fiscal services agreement and the initial agreement may be with the County to provide those services, and a system operator agreement where the County may also be the initial systems operator and provides for the responsibility of operation and maintenance and repair for the Regional Water System.

That's it for the main presentation. I think there's another power point presentation with Q and A, frequently asked Q and A's. Is that available? So as I said, we had a lot of comments on the draft joint powers agreement and a lot of questions. And some recurring questions. So we have FAQ factsheet that we're working on and I thought it would be helpful to put some of the common questions that we got and how we've responded to those questions. While we're waiting, maybe I should make a plug for the office hours at the satellite office, every Tuesday afternoon from 4:00 to 6:00. I won't be there, obviously tonight. I won't be there next week because of early voting, but I'm there on a regular basis to answer any questions related to the Aamodt Settlement. People just need to drop on by. No appointment is needed. I always enjoy talking to residents of the basin and hearing what their questions and concerns are. That was the commercial break.

CHAIRMAN CHAVEZ: Are you still waiting for a slide?

MS. ELY: Mr. Chair, would you prefer I go off the cuff?

CHAIRMAN CHAVEZ: That might save us some time.

MS. ELY: Okay. So one of the questions that we got a lot was regarding the board makeup and since there are four pueblo directors on the board, won't the pueblos dominate the board's decisions to the potential detriment of the County and its customers. And our response is no, for a few reasons. We know that the County has special voting rights. Specifically the County director must vote in the affirmative for the board to approve the annual budget, to hire and terminate the general manager, to borrow money in excess of \$125,000, and to enter into the system operating agreement, the fiscal services agreement and any contract over \$125,000. These voting rights will help protect the interests of the County. In addition, the cost sharing and day to day operations of the Regional Water System will largely be controlled by other agreements, including the yet to be negotiated operating agreement, the settlement agreement, the settlement act and the cost sharing and system integration agreement. And then finally, I think some people believe that the four pueblos will operate in a bloc and it's our experience that the four pueblos are independent, sovereign entities with different perspectives and we do not anticipate that they will be uniform in their position regarding the Regional Water System.

So that's probably the number one question we've gotten from the public.

Another question has to do with reliability of the Regional Water System and will the Regional Water System customers be protected in the event of non-appropriation or budget shortfall? What happens if one of the parties doesn't pay their fair share? And our response is that yes, the County and the public will be protected. First of all, The Aamodt Litigation Act provides for \$37.5 million for the pueblos for operation and maintenance of the system. And Article 26 of the joint powers agreement requires the pueblos to use this money to cover their costs. Second, the parties over time will establish a reserve fund to guard against such shortfalls. That's the operational stability fund that I mentioned earlier, and that fund will be up to one year's cost for operating the system and can be utilized in the event of a budget shortfall in order to provide reliability for the system.

Another question that we've received is can any one party unilaterally shut off the supply of water to the County water utility. And the answer is no. The diversion, the treatment, the transmission infrastructure is all owned by the authority and will be dealt with in the legal easements granted to the authority. Consequently, one party could not have the legal right to interfere in the authority's property.

Another question we've received is how will rates be set for County utility customers? Those rates will be set by the County through a public process culminating in a formal action by the Board of County Commissioners at a public meeting. Now the County – when we set rates, does it using established standards by the American Waterworks Association, and so we do have a standard process that we follow in setting those rates and we'll continue to do so for the Regional Water System.

People had questions about the operating agreement and why are we not waiting for that operating agreement to be in place before we move forward with the joint powers agreement, before executing the joint powers agreement? And our response to that is essentially we need to get the joint powers agreement in place to make sure we have a joint powers agreement, because if we can't get this agreement in place we're not going to be able to get the other agreements in place and moving down that road would be a

waste of County time and resources.

We've had questions about future easements and will those be provided. So the system is supposed to be fully constructed by 2024, but what if the County wants to do more construction after that? Will the pueblos and the County provide easements at no cost after that period of time? And the answer is yes. The JPA provides that. The parties agree to grant such easements at no cost provided that the location of those easements are reasonable and access to those rights-of-way are reasonable.

And then lastly, does the JPA guarantee the rights-of-ways on parties' land for maintenance, repair and replacement? And yes, it does. We have specific language regarding that access is to be in accordance with access protocols established by each of the pueblos, which the County anticipates to be established once the final location of the rights-of-way and access routes are determined.

So that's my presentation. Maxine, I think you're up.

CHAIRMAN CHAVEZ: So now we have the pueblo presentation and we have the pueblos of Tesuque, Pojoaque, Nambe and San Ildefonso. You'll be doing a presentation for the four pueblos?

MAXINE VELASQUEZ: Yes. Good evening, Chairman Chavez and members of the Commission. My name is Maxine Velasquez. I'm the in-house general counsel for the Pueblo of Tesuque. In my brief presentation, I have about eight power points today on behalf of the pueblo. If there are any questions by the Commission I'd like to call my legal colleagues up to help answer any questions that you may have. So we'll go with the first power point there.

The pueblos of Nambe, Pojoaque, San Ildefonso and Tesuque, as partners with Santa Fe County and the Aamodt Settlement support the County's presentation on the joint powers agreement and I thought it was a very succinct presentation and explained everything that needed to be explained. Going on to the next slide. The pueblos appreciate the efforts of the Commissioner Roybal as the County's lead negotiator and the County staff with regard to negotiating the JPA. We spent an all-day session in negotiating the JPA and it was hard fought negotiations but we came to some conclusions that we all walked away with and we appreciate the Commissioners' efforts in that regard.

The JPA is one component needed to successfully implement the Aamodt Settlement which will benefit all residents of the Pojoaque Basin. The JPA is an agreement for the limited purpose of forming the Regional Water Authority which will operate a utility Regional Water System to provide a firm, reliable and clean water system and supply to all customers of the utility. The pueblos have worked hard and diligently in partnership with the County for several years to address the issues and concerns of all Pojoaque Valley residents and future customers of the Regional Water System.

The multitude of issues the pueblo and County have addressed in the JPA were vetted by Ms. Ely but I'll go through some of them as well. The County will serve as the fiscal agent for the Regional Water Authority. The County will operate the Regional Water System on behalf of the Regional Water Authority. County and state laws and rules will apply with regard to open meetings, procurement, etc. There's a ensured enforceability of the JPA. There's ensured easements free of charge over pueblo lands as

necessary for operation and expansion of the Regional Water System. It provides for a supermajority vote for significant expenditures on our contracting decisions, and it ensures customer participation of the Regional Water Authority board.

Approval of the JPA by the Commissioners this evening will allow the partners to move forward on the other important components of the Aamodt Settlement for the benefit of Pojoaque Valley residents. The pueblos respectfully request that the Commission approve the JPA as there is much more work to be done to ensure Pojoaque Valley residents receive the full benefits of the Aamodt Settlement. Thank you.

CHAIRMAN CHAVEZ: Thank you. I think at this time we wanted Governor Dorame to add, if you would like to, and then once we're done with that we have a representative from the Department of the Interior that also needs some time for his presentation.

CHARLIE DORAME: Thank you, Chairman Chavez and members of the committee. I do have some extra copies here that I'd like to have someone go ahead and give to the Commission, the recorder and also staff. Of course the attorneys. They always want copies. Mr. Chair, if I may. [Mr. Dorame speaks in his native language] Thank you.

Okay. My name's Charlie Dorame. I am the Chairman of the Northern Pueblo Tributary Water Rights Association. I have been for a number of years now. We're elected every year at the beginning of the year, so I just wanted to mention that, and I'm going to go ahead and read from my statement. It's kind of similar to what Maxine gave earlier and I'm not a very fast reader and my eyesight is getting kind of bad in my old age.

As Chairman of the Northern Pueblo Tributary Water Rights Association comprised of the pueblos of Nambe, Pojoaque, San Ildefonso and Tesuque, I would like to first thank Commissioner Roybal's participation in this process, and I would especially like to thank Santa Fe County staff for their committed efforts at working towards this agreement. I especially appreciate the governors and pueblos of San Ildefonso, Nambe, Tesuque and Pojoaque for the long hours of dedicated time and energy they have put into the agreement that is in front of you today. With this collaboration among all the vested parties I urge the Santa Fe County Commission to approve and adopt the joint powers agreement among the pueblos and the County for the operation of the Regional Water System authorized by the Aamodt Litigation Settlement Act.

The joint powers agreement creates a legal entity separate and distinct from the pueblos and County to operate a Regional Water Authority which will provide a firm, clean, reliable water supply throughout the area served by the Regional Water System. The JPA has been carefully drafted to ensure consistent and routine operation of the system with the goal of achieving a self-sustaining water utility. Formation of a Regional Water Authority by the JPA fulfills one of the many requirements to implement the Aamodt Litigation Settlement Act.

While the parties have made significant progress towards full implementation of the Aamodt Settlement adoption of the JPA to formally create a Regional Water Authority is critical to preserve the settlement. The current version of the JPA includes several significant provisions which the pueblos and the County have agreed to in order to ensure a successful and effective Regional Water System. Those provisions include the

County will be the initial operator of the system. The County will be the fiscal agent of the system. A supermajority that includes the County is necessary for major organizational decisions, and the board will include to customer-members in addition to each of the governmental entities.

The pueblos of the Northern Pueblos Tributary Water Rights Association, as collaborative partners with Santa Fe County and as constituents urge the Commission to adopt the JPA that has been negotiated over the course of the last several years and culminating in a lengthy negotiation session with the Santa Fe County Commissioner Roybal on April 20, 2016 to address final issues of concern to valley citizens.

The JPA furthers the intent of the settlement agreement to benefit all parties by bringing new water into a water-short basin, resolving water rights for all parties, ensuring a firm and clean water supply for all users of the Regional Water System and creating an opportunity to resolve and protect surface supplies and the aquifer. With that, Chairman, thank you very much, and members of the Commission for allowing me to make my presentation.

CHAIRMAN CHAVEZ: Thank you, Governor Dorame. So now we want to go to some of the other pueblo governors? No. Department of Interior.

JOSH MANN: Good evening, Mr. Chair and Commissioner. My name is Josh Mann and I am an attorney with the Department of the Interior and a member of the federal implementation team for the Aamodt Settlement. Agreement. The Deputy Secretary of the Interior, Mike Connor, has asked me to attend this evening's meeting to express to everyone that the implementation of the Aamodt Settlement is one of the highest priorities for the department. As we've discussed, the Aamodt Settlement is the culmination of years of negotiation and compromise with the purpose of achieving a better water future for all water users in the basin.

The centerpiece of the settlement is the construction and operation of a Regional Water System that will bring clean water to existing users and importantly, will lead the way to future economic development by creating a reliable water supply for future water users. The joint powers agreement is necessary to create the Regional Water Authority which will be the entity that operates and maintains the Regional Water System for all water users.

Compromise by definition means that each party must make concessions and Aamodt is no exception. But those concessions are not granted without gaining something in return. Implementation of the Aamodt Settlement will not only ensure the end to years and years of divisive litigation but it will also result in an infusion of water to the basin and the creation of a means for delivering clean water to households and to businesses in the local communities. It is the department's hope that the joint powers agreement will be approved and executed so that implementation of this historic settlement can proceed and its benefits be realized by all the communities in the basin.

Now, as I'm standing here I'm stricken by the powerful imagery on the walls around us and specifically to the right over here is a woman who's trying to get water for her child and one hand, she's reaching for water and she looks pretty parched and in the other hand she has her heart. And I think that that symbolism is very powerful with regards to the Aamodt Settlement because with implementation of that settlement hopefully we can avoid the situation that is presented in the mural. So I want to thank you

very much for your time this evening and good evening.

CHAIRMAN CHAVEZ: Thank you. Okay, so now we will go into the public comment portion, so anyone who would like to speak on this issue now is your time and we're asking you to keep your comments to about three minutes or so. So please, whoever's ready come forward.

ANN GIFFORD: Good evening, Chairman Chavez, members of the Commission. My name is Ann Gifford and I live at 44 County Road 84G near Nambe. I'd like to address the topic of the Board of Directors, but first I'd like to say that any impression that there's been a culture conflict created by this settlement I think is mistaken. I've been involved in many, many community discussions about this subject and I have not heard one person criticize the fact that the settlement has recognized and settled the rights of the pueblos and acknowledged their status as first in time.

All of the disagreement that I hear is about the County water distribution system, which brings me to the board of directors. This particular draft has added two directors, but they are to be named by the majority of the board. The board is dominated by the pueblo water facility. I was involved in a lot of input into the problems that the potential County water distribution system users had with this agreement, and contrary to an earlier that stated that the input was requesting two directors who were potential customers or actual user-customers of the larger regional distribution. All of the input that I was involved in constructing and listening to suggested that there be two directors who would be part of the County distribution system users.

So we now seem to have a situation proposed in this agreement where the potential would be for six directors to be pueblo water facility users. There would also be potential for the one County supervisor director to be not from District 1 since the board of Supervisors can appoint another supervisor from another district. The thing that's important about that to the County water distribution system users is that of course, speaking as one of them, we have more influence over the Commissioner from District 1, who if we feel is not serving the needs of the County water distribution system would not be re-elected. That is not an option if the board were to appoint a Commissioner from another district.

CHAIRMAN CHAVEZ: Go ahead and finish.

MS. GIFFORD: Thank you. I think in the interests of fairness and the appearance of fairness, to provide some balance on the board it's necessary to make an amendment which would be very simple, just to say that the Board of Supervisors shall appoint two directors who shall be customers served by the County distribution system. Thank you.

CHAIRMAN CHAVEZ: If I could, I want to give staff some time to respond, if necessary, to comments that are made through the public comment portion.

MS. ELY: Chairman, I think we addressed some of the issues that we saw related to the board composition during my presentation. The speaker stated that there could be six directors from the pueblo on the board. We did not distinguish, as stated, where those customer-directors would come from. They could be anywhere within the Regional Water System. They could be pueblo, they could be non-pueblo. And we also believe that it's up to the Board of County Commissioners who should represent the county. We envision it would be the Commissioner from District 1 but we believe that

should be up to the Board.

CHAIRMAN CHAVEZ: Okay. Thank you. So we're going to try to clarify, if we can, some points as we go through the public comment portion. So go ahead. You're next.

MARTHA TRUJILLO: Good evening. My name is Martha Trujillo. I'm a resident of the Pojoaque community. Mr. Chair, Commissioners, I'd like to thank you for this opportunity just to express on behalf of Northern New Mexicans Protecting Land and Water Rights. As you know, we have been organized now for two years, so we have close to 400 members, all of whom are taxpayers and all of whom are opposed to the JPA and the Regional Water System. We feel the JPA is not a well balanced representation of 85 percent of the entire NPT Basin.

All of these customers are potential utility customers. We are concerned about the unknowns, in particular, the cost to the customers. The SLDC plan which we heard earlier this evening, has our community zoned as an agricultural use. Yes, some have access to acequias, but there's a large amount of property owners who don't and they rely on their water wells. With the .5 acre-feet of water limited to their use this puts our ability to use the land as zoned to its full potential.

Unless we tap into our water well we can't imagine what our landscape will be. If we are limited to .5 acre-feet only, you can imagine then that our community will look somewhat different. Currently the County is implementing the transfer of development rights closer to the city. We don't think that this is an economic development growth plan for my backdoor. As a matter of fact we're having to tap into some of our savings just to plan now before the 2017 deadline comes to our backdoor. We just went through a time of adjudication and the status that we have worked out now will even be at risk once we change the ownership of our property.

I think that others in the room can speak more towards the intricacies of the JPA and I appreciate Sandra's presentation, but I do feel that there is still a very strong sense of – I say this word in kind, but a lack of trust on how this board would look like, even with the changes made to the JPA. Thank you for my time and just to be very clear, Northern New Mexicans Protecting Land and Water Rights is opposed to the JPA as written. Thank you.

CHAIRMAN CHAVEZ: Thank you.

MS. ELY: Chairman Chavez and members of the Commission, I just wanted to point out one thing that Ms. Trujillo brought up and that was her statement that the 0.5 acres would be for indoor use only. Under the settlement agreement, the 0.5 is for indoor and outdoor use, and that's the presumptive minimum. They could well have more than that. They would be limited by the settlement agreement if they elect to be part of the settlement agreement and stay on their well. They also have the option to be part of the settlement agreement and some people will choose that option too. So that's all I have.

CHAIRMAN CHAVEZ: Thank you. Next speaker please.

BAUDILIO BACA: Charlie. My name's Baudilio Baca, but everybody calls me Bobby. I am from the Nambe, the non-Indian part of the Nambe. Every time that I see Charlie Dorame I remember all the girls we used to dance with when we were in high school. I'll never forget those good times. When Mrs. Trujillo spoke about the

unknown, there are a lot of unknowns and I want to speak from the heart, not necessarily from my mind because I'm having a hard time digesting with my mind all the criteria in this Aamodt case, but I want to speak from the heart, okay?

There might be some atheists in this group but even the atheists understand and believe in our country that we are created equal. Okay? That's one point that I want to put. There are unknowns. There were several wells there that were mentioned that have uranium or – what is it? The uranium on them. Well, I am a very well known person of my community and I communicate with a lot of community members, and I have not been told by very many people that they have found uranium, arsenic or whatever in the Nambe aquifer. I myself have good tasting water and I'm very proud of it and I would never want to give chlorinated water to my livestock.

Your speech, Charlie, was a very well constructed speech, statement right there, that you want water for every user of the aquifer. It was a beautiful, well constructed statement, Charlie. And even though you're not from the Pojoaque, Pueblo – you're from the Tesuque Pueblo, your intentions are for everybody to have good water and everything else, with the thought that I know for a fact that there are some water contaminations in the Jacona area, and I sympathize with that part of the controversy. But something can be done in that aspect.

If your intentions were for everybody to have good water from the beginning, so since from the beginning, weren't your intentions should have been to create this distribution this adjudication and all [inaudible]

CHAIRMAN CHAVEZ: Thank you, sir.

MS. ELY: Chairman, I just want to quickly address the water contamination issue. In the 2004 water fair and the 2010 water fair residents of the valley voluntarily brought forward samples from their wells. So this is not a study that was conducted by the Environment Department, the County or LANL. People voluntarily came forward and of those wells, an analysis was done for certain constituents. This was just one slide demonstrating uranium in that part of the valley. Not all wells will have high levels but we know that it is a pervasive problem of uranium. We know it's a pervasive problem in the valley.

CHAIRMAN CHAVEZ: Thank you. Next speaker please.

MS. TRUJILLO: Mr. Chair, I do have an email. There's a woman here, Stephanie Madrid, who has asked me to read on her behalf. Is that permissible?

CHAIRMAN CHAVEZ: I think that would be fine.

MS. TRUJILLO: My spouse and I are residents and landowners in Pojoaque. Please vote no on approving the JPA for the Regional Water System. Below is a list of reasons why I believe the JPA should not be approved. 1. What is proposed in the agreement is an unbalanced board of directors for the water system. The non-pueblo water users will not have equal representation.

2. There are too many unanswered questions as to the specifics of the water system.

3. Comparing the cost to the current rates paid in the City of Santa Fe and the other water systems such as Eldorado, the water will be too expensive for the average person in the NPT Basin and have larger lots of land than those in the city and live in an urban culture and [inaudible] our food and gardens and our fruits and raising animals as a

way of life, sustainability.

4. The majority of the possible water users do not want to sign on to the water system because of the above reasons which will make the water system not financially viable.

5. I do not want my tax dollars going to the disastrous Regional Water System plan.

6. There are several non-pueblo water users that will be forced to give up their well due to being a non-responder. Many of these non-responders did not receive their papers from the OSE. Some that received them could not read them and did not know what to do with them. Some did not understand the legal language and did not know what to do so therefore did nothing. There was really no help available for the average person involved in the lawsuit NNM Protects formed. Most people did not have the financial means to hire an attorney. The ombudsman from the Utton Center was on the side of the OSE and tried to appear as neutral but was really not neutral. The attorney from the OSE, Barbara Brill, that was handling my case was pressuring me and bullying me to sign on to the settlement. I have a masters degree and I had a great difficulty in understanding everything and making a decision that was right for my family. It has been many years of stress and anxiety and still is. I cannot imagine how it may be for the person that perhaps cannot even read at all or even the person that reads at an 8th grade level.

Again, I ask you to please vote no on the JPA for the Regional Water System. And this is from Annette and Stephanie Madrid, on 25F Callejoncito in Santa Fe, New Mexico. That's a Pojoaque address.

CHAIRMAN CHAVEZ: Thank you.

MS. ELY: Chairman, members of the Commission, just a few points I'd like to address. While we've already gone into detail about the board composition, but I want to talk about the costs of the current rates, especially for those that may have animals or water trees. Our special provisions for agricultural purposes within the settlement agreement. They are treated differently. The 0.5 minimum is not the same for them. We've looked at costs and the County has talked about providing a rate structure that's similar to the current rate structure or rate structures within Espanola, Santa Fe County. If you are watering an acre of trees you may not want to connect to the County water utility. You may want to just stay on your well. People have the option to stay on their well. They also have the option to not – to be an objector and to not be part of the settlement.

We believe the system will be viable and there are a number of provisions in the cost sharing and system integration agreement that see to that. There are many points along the way in the planning and design of the system where the County can size the system to meet the County's needs. So even if we have a few, or not everybody within the Regional Water System service area the County can scale back the design of the system and build it out at a future date when it makes more sense, when we may have more customers. So that's an important provision in allowing the system to be viable.

And I also want to address the issue of the non-pueblo water rights users will be forced to give up their well if they are a non-responder. It's true, there are provisions within the settlement act that default the non-responders to connecting to the County water utility and giving up their well. The County is looking at how to potentially make

some changes to that so that non-responders will be able to stay on their well. Thank you.

UNIDENTIFIED SPEAKER: Mr. Chair, members of the Commission and representatives from the pueblos, the draft joint powers agreement does specify the composition of the board and I understand and appreciate that that's been one of the most contentious issues discussed in the testimony this evening. It certainly demonstrates that. While it is probably exceedingly unlikely, hypothetically all seven members of the board, as this is currently drafted, could come from the northern portion of the service area that would be served by the Regional Water System. And as Ms. Ely just described, the system could be developed in stages and extended south over time and that might be a feasible way to proceed financially.

However, the future service area expansion and the delivery of potable water and firefighting capabilities to the south will be important to people like myself who have elected the option of giving up their well, if and when the Regional Water System reaches their property. And one of the reasons I did that was specifically for the potential firefighting and fire protection that would be offered by the system.

When I came this evening I had a nice little letter prepared. I thought I had a one-sentence agreement that might be acceptable to all the parties and resolve my concern about representation from those of us in the southern portion of the service area, but I was incredibly naïve and that sentence is not going to be offered this evening. I would ask you though to consider those comments and my comments and perhaps find a way to ensure that in addition to testimony, which I'm sure I would give in the future, that representation of those interests and their financial contribution to the success of the Regional Water System would be forthcoming. Thank you very much.

CHAIRMAN CHAVEZ: Thank you, sir.

REPRESENTATIVE CARL TRUJILLO: Mr. Chair, Commission members, if I may, m, I think there's a few members out here that are willing to give me their time, so maybe I can take a hand count at this time.

CHAIRMAN CHAVEZ: Sure. Some of them – people who have raised your hands, did you speak already? No. Okay. So did we do a count there? What are you looking at Representative? A half hour?

REPRESENTATIVE TRUJILLO: Probably not that much. I don't know. I don't believe so. I think maybe 15, 20 minutes would be my guess.

CHAIRMAN CHAVEZ: Okay.

REPRESENTATIVE TRUJILLO: So thank you, Mr. Chair and thank you, Commission members. I want to thank the Commission and the staff and the pueblos for really working hard on this new joint powers agreement. It's come a long ways in the four years since I've been elected. I remember seeing the first copy and it's gone through many iterations, and I think there's a lot of positive things in there. I do have some concerns with and I'm going to share those concerns with you today. And as we all know here, we're here to comment on the joint powers agreement which creates this Regional Water Authority. This authority will be responsible for the diverting, treating, constructing, operating, managing, replacing, repairing and maintaining all facilities, equipment and infrastructure to provide water to the NPT Basin for domestic, municipal, industrial, irrigation, commercial and other approved uses. It will also have the authority to bill and collect payments, establish policies for enforcement mechanisms for delivery

and use of water, and it can incur debt and also pledge.

So after I look at all of the authorities that they will have what comes to my mind at that point is what's literally being created here is a public water utility. That's what's being created here. And as you know, I know there's been some talk that Santa Fe County will set rates. We know that water is regulated in the state of New Mexico but there is the operation costs of a water system beyond setting rates as well that have to be factored in. And with a very rural setting, as we know, it's much more expensive to run a water system versus a very suburban area.

So I think we have to keep careful consideration that that is a possibility. So to that point, many of the constituents in my district and I know some of them copied you some of the emails, I got many, well over 100 of people as spoken by the first lady, Ann Gifford. What of the many contentious issues here is the makeup of the board, and I will address that in just a second. And part of the reason why people feel this way is because we all live there in the community. And if you go back and you look at the 2010 Census data you'll see that there's about 9,000 people in the NPT Basin and I could really get any numbers for the parts of Tano Road or Bishop's Lodge that are in there but if you throw a couple hundred other people it's about 9,200 people in the basin. 1,465 are pueblo people, so that's about 16 percent.

And what I want to say here is that you're going to hear me and you're going to hear everyone else throw pueblo and non-pueblo out during this whole evening. But that's what came upon this document. This is what's stated in this document in literally hundreds and hundreds of places through all the different agreements, is this the place that the attorneys have decided to label pueblo and non-pueblo people. And with that said, I think that's created some division as well in this system.

So I thought, well, let me take a look and consider what else – what is happening around us. So I went to look at the website of the Buckman Direct Diversion, which this body is party to that. And in the very first statement there it says that governance of the Buckman Direct Diversion requires an unparalleled level of coordination and cooperation. So I look at that and as I can tell from the website, because I'm not very familiar with it, they have three representatives from this Commission that sit on the board. They've got three members from the City of Santa Fe, which is their partner, that sit on the board. And they've got two members at large, and I'm not exactly sure; it didn't say how those two members were chosen.

With that said, in the district – I'd rather just be completely upfront and frank, the last couple years there's been a lot, as you know, a lot of issues with right-of-ways, the electrical easements and the road easements that this Commission is still battling. And with that brings a lot of distrust. And so I ask, if the unparalleled level of coordination and cooperation does not rise to many of the top of many of the water right claimants down there. I think in order for this system to be robust, efficient and reliable, a reliable water utility, cooperation is a must. And I think that's kind of what's at stake here tonight.

In order for the Regional Water System to be robust, efficient and reliable, a reliable water utility, the County water utility needs customers. The County water utility needs customers. To get customers, people need to feel safe and secure with their water supply. I am concerned about the viability of the system as a Santa Fe County taxpayer

and a New Mexico legislator. I go around the district and I hear many people are just very skeptical. They don't trust the system. They don't trust what is taking place around them and I don't blame them.

Part of that reason is that as I heard staff's presentation today – and so it might be longer than 15 minutes, Mr. Chair. I saw the staff's presentation and they said the EPA's estimate national average was for a family of four, .45 acre-feet per year. So I went to look at the square footage at that usage that the EPA reports, and it's a little over 10,000 square feet. And we know that there's a little over 30,000 square feet in an acre. So it's a quarter acre lot. As we know, down in the valley, most people live on a minimum of three-quarters and all the way up to an acre, two acres, three acres.

So how you use the data, you can skew data anyway you choose to skew data. The other thing that I heard by the staff is the State Engineer said that the wells metered in the basin currently use about .2 acre-feet per year. I believe that's completely false. I have seen the data. I've asked for the data. The State Engineer hasn't been very forthcoming in giving the data but the data that I did see three years ago showed uses as low as .18 for probably an elderly couple that's not using anything outside, all the way to .5, .7, 1.2 – it was all over the map. Because people use their land differently. And as an agrarian society, this is the way of life.

And so when I see numbers thrown up there like that, I like data to be backed with facts. The other fact that I heard was that the groundwater will raise between three and 28 feet – something, I think I heard that correctly. I could be wrong, once the water system comes in and we replenish the aquifer. I would ask that staff show the data as the State Engineer has gone to take static measurements of the wells out there. And the data that I've seen out there it isn't – it's static. It hasn't gone down. I'm not saying that there's areas that it hasn't, because it's a very stratified aquifer, but I don't think as a whole, I think that's a sweeping generalization like that is not warranted.

So if I get into the joint powers agreement – as I mentioned, I just want to speak to the emails. You saw many of the emails that came in and this is what the fear is. It is a fear of many of the people is this Regional Water Authority. And so Article 6, the board of directors, as we know, as we heard, there's five members made up from the parties, and it does say that this Commission will choose the Commission's representative, which more than likely it will be the District 1 representative, and with their alternate being another Commissioner member. So it will be two of you that have the option of going to these meetings.

There will be an initial two board members from the County or the pueblo water customers, as spoken. And this board chooses their two additional members. As I did research and I called legislative counsel to find out what board chooses two members of their own body, it was unprecedented. I didn't – we couldn't find it. And so if there's anybody that can give me information that this is kind of something that is done on a routine basis because this is a system that's proven, I would be all ears. I could be wrong on that but I did do the research on that.

It is likely that these two additional members would be pueblo water customers because it only takes a simple majority. With a simple majority then the perception is skewed even further and the idea that this viable system for the county lessens. And I'm not saying that it's going to happen but there's a great possibility it could. And as

mentioned by the one gentleman that stood up there could be a possibility that there's a seven-member board made up of our pueblo brothers and sisters and the reason why is because pueblo members are part of our process. They can run for federal office, they can run for County office, City office, state office. So there is a possibility that the elected Commissioner from there could be a pueblo member.

One additional comment that I'd like to add in that section is that – to Article 6 or wherever it's appropriate, is that the authority operate and maintain a website with updated information on meetings, minutes, budget, past budgets, etc. Just for transparency. I think it's a common practice nowadays in all governmental agencies or boards.

And so some of the suggestions that I've made, because many of the emails I've got, many people wanted a nine-member board and I know that there's been a lot of talk going back and forth and it got situated at a seven-member board but I think two additional members certainly have to be looked upon and I will certainly email you different recommendations of what I'm hearing from my constituents and see if those would be considerations for this joint powers agreement. I think that would go a long ways in the community as far as them feeling that they have some sort of voice on the board.

The \$37.5 million that staff spoke about, that is in the settlement agreement. That's for the operation and maintenance of the pueblo side, not of the County side. So there is going to be the OM&R for the County side. One thing that I would like to get cleared up by the County Attorney is Article 2, the authorization and formation. Because it says in Article – well, in Article 2 it basically says that this authority will be a legal entity separate and distinct from the parties, but yet when you go to Article 19 for dispute resolution – I guess where – and I'm not an attorney. I apologize. This is where I probably – maybe it's written completely correct. It's only the parties that are now going to dispute resolution and as a member of the voting authority, if there's any disputes within that body, is there any type of resolution that can come forward from that. I just need clarification on that.

And then Article 7, I received many emails, and I'm not going to read them all, but many emails and it's something that's in the operations agreement but many people feel that this is a plus, one more time for the pueblos as far as their ability to run the system. Article 7, general manager and other authority employees. Authority shall provide an employment preference to qualified members of the San I Pueblo community. A second priority provided to a member of the other pueblo parties for construction, operation and maintenance of facilities located within San Ildefonso Pueblo. This is certainly a plus for the pueblo, for our pueblo neighbors for this Regional Water System. I think – I don't know if I've seen something like that in any other type of an agreement but that is something that I did receive many emails on.

Article 10 – I know that when the pueblos presented, they talked about in their slide show they talked about the fiscal agent on Article 10, basically saying that the County will be the fiscal agent. This is all the more reason why I believe that this water authority board has to be a much fairer representation is because that's not true. This – in that section, the authority – under this article the authority may organize as their own fiscal agent as determined by the authority when this expires. Same with Article 12.

Another reason why I believe that we should use best practices when forming this water authority board for the public water utility. After expiration – I'll read you from Section D – After expiration or termination of the system's operation agreement with the County, the authority may affirmatively resolve to be its own system operator in whole or in part, or may enter into a system operator agreement with one pueblo party or another entity as determined by the authority.

And I know that a lot of the speech here tonight was on – supposed to be just specifically on the joint powers agreement but there was many – that road was crossed many times speaking about the Aamodt Settlement and so I'll just bring up a few points. There will be some people that land up being put on this system and as a state representative I'm very compelled and filled – I feel very honored that the citizens in my district elected me to represent them. All members. All members. And it's difficult to know how many water right claimants will choose to connect to the Regional Water System but I do know that there are some defaults built into the system that will place individuals on the Regional Water System. Many of them I've discussed with the County staff and State Engineer's Office because I think they are unfair to be perfectly blunt with you. And this is one that Sandra spoke up about just a little while ago. I'd approached the County and also the State Engineer's Office and it comes from – because I think we have to really look at treating this as a public water utility.

And I'm just going to go through a list of the defaults under 3.1.9 of the settlement agreement and the handling of non-responders. So in that section, in that section, the State Engineer got 30 percent of their mailings back in the initial mailing when they sent it out for objections. I had to put a memorial through the legislature to ask them to follow the law as far as noticing. As far as I could tell, I met with them prior to them mailing it out and asked them to come to the County and ask them to get records from – tax records but the list was put together. It was already approved by the court.

So it went out. Many of those letters got returned. I know for a fact that because I went to the status conference in Albuquerque, is that this is going to move rapid-fire. So all of these time periods that they normally allot for individuals to respond are going to be reduced further and further and they're moving from 60 days down to 30 days. At a public meeting just about a month and a half ago the State Engineer's Office attorney said that – publicly, to about 500 people, when I asked what is going to be the time amount allotted for people to respond to the election notice that's going to be coming forth, the response was 17 days.

Now, if you don't respond to this election notice because you don't get the mail, or you were on vacation, you had a death in the family, if you don't respond to it in that time you are a non-responder. You're deemed a non-responder in the settlement agreement. And what does that mean? It means that the four pueblos and the state ask the court to move you into option 1, which is give up your well and hook up to the water system. Now, I do believe there's many people that would want to keep their well. I think the default should be that you have to sign something to give up your well, because there's many folks in the district that I can tell you right now will not be able to afford the water bill.

And I did do the research and I presented it, If you use a half acre-foot, even at the current – back when I had townhall meetings I asked the County Public Works – not this

gentleman here, but I asked what is going to be the rate structure. They said well, look at our rate structure on the Santa Fe County website; it will be similar. That was acknowledged several times. If you go back and you look at what a half acre-foot of water is for some of these people that are traditionally using it for livestock and for their trees, it's somewhere about \$135 to \$140 a month water bill. So it's very unlikely that these people would be able to afford it or at least maintain their current lifestyle.

The other one in the settlement agreement that's a hard pill to swallow – you may understand why people are very upset – is that if you're a pre-basin well – this is a well that was drilled before 1956. It was before the basin was declared. So this is a property right. It's a water right. It can actually be conveyed within the basin. And under this section, 3.1.4.1.3, we have now, through the settlement or policy or whatever you want to say, we are now a closed basin. Fully appropriated. Closed. So I get calls and emails just about – at least four or five a week of people that have made investments in land through Tesuque and Tano Road and Rio en Medio, and all these other areas, Pojoaque, and they no longer have access to water. They cannot go to the State Engineer and get a well permit. They can wait for the system to come in, and if the system doesn't cross their road they're out of luck. The only option they have is to find somebody that has a pre-basin right and purchase a part of that, whether it be a half acre or three quarters of an acre, and many of the attorneys don't even know where the market is going to go for those, although after reading this provision, maybe nowhere, because what takes place in this provision is if somebody came to me in Tesuque or one of these members out here and they had a pre-basin right and wanted to buy a half acre-foot and they sold it to this member for whatever the going rate is - \$15,000, and now this person goes to drill a well for another \$15,000 or \$20,000, and they invest \$30,000, under 3.1.4.1.3, diversions permitted under this section, 3.1.4.1 shall cease from such new point of diversion and shall connect to the County water utility.

So they joined the settlement agreement with that. That person that just invested the \$35,000 or whatever the amount is will have to give up that well if the water system passes through their property. There are going to be many water right claimants that aren't even identified in this adjudication process. They contact me every single day. I've helped individuals almost weekly at the State Engineer's Office to get their water rights adjudicated, and now they're under such pressure there to get this done because of the congressional deadline, that I do know there will be many water right claimants that aren't recognized.

Furthermore, especially those that are on shared wells. The ones that are on shared wells, if you don't get that recognized as a shared well you don't get that .5 acre-foot credit. So when this gets signed into final declaration, they don't have a recognized right. That means the County at that point will have to charge them a connect fee and the other fees and it will be a expensive proposition for them.

And so certainly any new residential construction or any new development will have to hook up to the water system, so this is why I ask this body to give serious consideration to the makeup of this board. I think that there's a lot of broad powers within this board and after all, people want to feel safe and secure with their water supply. And you might call me a policy wonk or geek but I do listen to your Commission meetings pretty regularly on the radio and on numerous occasions I've heard the

initiatives put forth for land conservation and protection of agricultural capabilities in our communities. I've heard about food security as another important issue. Those are the same issues we all share, every one of us out there.

It's great. But what's happening with this water settlement agreement is most of those water rights are being stripped off. The same things you're fighting for. These water rights are being stripped off the agricultural lands which that valley grew on. And once those water rights are gone from those lands there's no turning back. I live there because – I live in the Nambe Valley. I live there because it's beautiful. It's green. I have many orchard trees. I've got a small garden. I've got plenty of trees and shrubs and flowers, and it's beautiful. And so I ask this Commission – and the one other comment I just want to make is that I have actually apprised the gentleman that spoke up here that said he has a port-moratorium well and he's going to hook up to the water system. He signed the settlement agreement and decided to hook up to the settlement agreement. Those folks that live in Chupadero, Rio en Medio and Tano Road have basically not been – have been told that the water system isn't going to get there and we know because of cost it's probably not going to get there.

So in their best interest I've advised these people is that if they have a post-moratorium well they're on restrictions where they can use it for no outdoor use, is if you join the settlement agreement and agreed to hook up to the system, it lifts the outdoor restriction, and it also moves you from .5 acre-foot to .7 acre-foot. So I think it allows those people to have a little bit of a landscape for their properties.

I think that's all I had in my notes here. I really thank you, Mr. Chair, Commissioners, for hearing me out tonight. I believe this system could be a very great system and there's a lot of money that could be put in it and it could work for those that may need it. And those wells that maybe do have maybe a higher count of uranium, they could choose to hook up to the system. They could choose to drink bottled water. We know that the level of uranium isn't ingested through the skin. Or they can choose to get the equipment necessary to remove those heavy metals. So there are options. But I certainly just – I really urge this body to really give great consideration into the makeup of the board. I think that's really a big sticking point in the community. Thank you.

CHAIRMAN CHAVEZ: Thank you, Representative Trujillo. I want to give staff time to respond and then the pueblo will have the closing comments.

MS. ELY: Just a few things, Mr. Chair, members of the Commission. The Representative noted that the BDD has three members of the City, three members of the County and two members at large. The real numbers are actually two representatives from the City, two representatives from the County and one member at large with an alternate.

There was a statement made about the .28 average that was provided by the Office of the State Engineer. Every year the Office of the State Engineer puts out a water master report for the NPT. I was provided one recently. It showed an average of .28 acre-feet being used. I'd be happy to send the Representative a copy of that report. The .288 acres is again above the .5 that would be the presumptive minimum and is not historic beneficial use. People who use more than that .5 could potentially have more than that if they've proven that as historic beneficial use.

Related to the groundwater levels and how it might change based on full build-out

of the Regional Water System, those figures I quoted came from the draft environmental impact report. That report will be made public before the end of the year for public comment, so I encourage people to look for that and provide comments on that report. I believe the Bureau of Reclamation will be holding meetings on that draft EIS for getting public comment.

There was also a question about what board chooses its own members and I just have to note that the BDD is an example of a board that chooses its member at large. The two representatives from the City and the two representatives from the County choose that member at large. In addition, the Camino Real Regional Utility is another board that also chooses its member at large.

On the issue related to Article 2 and Article 19, related to dispute resolution, I think that's something that we should certainly look at and consider. We'll go back and try to sort through that. I have no other comments. Thank you.

CHAIRMAN CHAVEZ: Thank you. I'm sorry. We have one – well, please come forward because we're trying to get through the public hearing. We want to give you the opportunity to speak but either one of you or whoever gets there first.

UNIDENTIFIED SPEAKER: I just want to add a few things here. I'll try and make this very brief. I really appreciate what Carl had to say and I just want to say that that 1.5 acre-feet stipulation is pretty generic and unrealistic. If you get the kids off to school, and wash the dishes, throw some clothes in the dryer and have a shower, that's probably what that is based on but if you have an acre or two or three, I think what's being left out of this consideration – I've been to a lot of these meetings over the course of many, many years, is the small landowners with water rights and some small agricultural things going.

There's lot of initiatives put forward by the County to promote the good use of land and water and I encourage people to grow food and do those kinds of things. That .5 makes that very, very hard to do. And I think those are the people who got overlooked in all of this.

Also, the JPA is unbalanced in its present form, if for no other reason just in its perception. I'm sure these pueblo people are fine, upstanding, good-hearted people with great intentions. I have no doubts about that, but the way this looks, it looks pretty loaded and I would like to see one or two members on that board from the agricultural landholders, the well right users, to have their perspective there. They are a considerable piece of this and have a lot at stake here.

I think one of the biggest questions is how this applies to our relationships, one another in the community. We're all neighbors, our lands, our families, our futures, our children, our agricultural ways of life and our overlapping cultures are all entwined. And this is really what the important question is in my opinion. All our cultures have agriculture as a common thread and small agricultural practices are what's on the chopping block in my opinion and they should not be sacrificed a family garden, for example, has proven to be one of the best things you could possibly do for your family.

And just kind of to close this, this whole thing, this whole Aamodt thing, all 60 years, could have been and could still be a crown jewel of water distribution policy, something we could all be proud of long after the 60 years of deliberating is over and done. And now the opportunity to influence this critical matter is in your hands and so

we're all counting on something very fair here to [inaudible]

CHAIRMAN CHAVEZ: Thank you, sir. So we have one more person coming up to speak. Is there anyone else who wants to speak before I close. I'm talking about the public hearing portion. I'm going to go to the pueblos but I'm focusing on the public right now. Is there anyone in the public that has not spoken that would like to speak. Please come forward, sir. Go ahead, ma'am.

FLO PERKINS: Thank you. My name is Flo Perkins and I live in Jaconita 37 years and I agree with many things these people have said. This man saying that this could be a stellar situation that we could all get together on and prove to the rest of the country the value of setting up a multi-cultural water system for everyone's benefit. My questions are I don't believe that there's been a hydrology report in decades about the water in the valley, and that's a question I have that I wish people would investigate. I don't know the real truth about that but I've heard there hasn't been one done.

And environmental impact study would be in order and I don't know if it's planned, it's coming, but I don't think we should put the cart before the horse. I have a question about the future of the water that gets developed through this Regional Water System, if it's really to stay in the valley and the basin, or if eventually will it be sold to Santa Fe, to Bernalillo. Will it be sold out of this Regional Water System is a big question that I have. And my neighbors too. And I recently inherited a building in Santa Fe and I have been astounded by the City Water Department and dealing with them and the way they meter things, read the meters, bill people, the way they deal with the public has been really abysmal in my experience. And so what that taught me is it's not easy to set this up and it's not easy to address everyone's needs and questions and so on. So I would like to ask you to really deliberate hard on approving anything before some of these bigger questions are answered because a lot of my neighbors and I feel like it's getting ram-rodged down our throats without the proper information and people say, Oh, it's been going on for ten years. You should know this. The information has actually not been general enough for the people who live down there, because over and over again my neighbors don't know something. They think it's incomplete information or outdated information, insufficient information that we've been told we will get and we haven't seen it yet. So thank you very much and thank you all, everybody here, for the work that you're doing on this.

CHAIRMAN CHAVEZ: Thank you, ma'am.

MS. ELY: I just want to address a few questions that came up from Flo. One was related to the environmental impact statement and the hydrological analysis. There have been some hydrological analyses done. I would suggest that people wait for the environmental impact statement to come out. That will be a comprehensive review of the studies that have been done. And so, yes, there is an environmental impact statement that is required with the use of federal dollars and will have a hydrologic analysis.

The other question that came up was regarding interim use. Would the water or could the water be used outside the basin and the answer is yes. The act and the settlement agreement allow the water – it allows unused capacity and water rights for the County water utility to supply water outside the Pojoaque Basin and within Santa Fe County to serve customers as needed. It could go to the County's service area for County utility customers so it is permitted under the Aamodt Settlement agreement and the act.

I would also state it could be an important part of the financial sustainability of the regional water system, rather than having that water and those rights sitting there, the County could use those water rights until they are needed by the Regional Water System when the capacity increases for that system.

MEL CHANEY: Thank you for letting me talk. I'm Mel Chaney, a resident of El Rancho. My discussion wants to be a little bit about the composition of the board. We have the five party members and the two selected members. The selected members do not have the – if I read the document correctly, the selected members, no matter who they are, do not have the same powers as the five party members. For example, the five party members have the privilege, there are certain actions that they are allowed oversight upon. The two extra members, if I read it right, are not. The party members can go and ask for documents to support whatever ax they're grinding; the two other members cannot, if I read that right, and I suspect that Sandra will straighten me out on that if I'm wrong. Thank you.

CHAIRMAN CHAVEZ: Thank you, sir.

MS. ELY: Thanks for your comment, Mel. The two customer-directors actually do have the same privileges as the other directors except for, of course, the special voting rights that are retained by Santa Fe County and San Ildefonso. As mentioned before, certain approvals for certain actions are required by those two directors. But the customer-directors have full voting rights.

CHAIRMAN CHAVEZ: Okay. I'm going to ask one final time to be sure that we didn't leave anyone out of the public comment. So I'm going to close the public hearing portion and ask one of the governors to give their closing remarks.

FREDERICK VIGIL: Good evening, Chairman, Commissioners. My name is Frederick Vigil, Governor for the Pueblo of Tesuque. I prepared a statement that I'm sharing with you. I'm not going to read it but at your leisure go ahead and have that opportunity of my letter addressed specific to the joint powers agreement. I hear tonight a lot of the pros and cons. As a leader in the Aamodt water rights litigation we've sat like you debating. If it was an idea of a timeline that gave everybody that opportunity to look at the issue and as a tribal sovereign nation we've spent many days and nights and also the control of the federal government.

The opportunity is for the future. It's not for the past. I agree with many of the public comments that were made. In my own community I saw the future. And now we're building that infrastructure for the citizens of my community. I bent over backwards to be a good neighbor to citizens of rural Tesuque, Chupadero, Rio en Medio, to where we sat many a times negotiating how we were going to use the surface water. And we talk about sustainability. I understand that, because as an agricultural community, how is that future going to be with contaminated water, with the infrastructure that is up east of our reservation. Now I'm starting to reach out to City government.

We as a tribal council took a personal visit to Buckman Diversion because we had questions as well. How is this system going to be an opportunity for the Pueblo of Tesuque and realized the Pueblo of Tesuque is at the last end of the infrastructure. As a government body between the Santa Fe County and the Pueblo of Tesuque and my partners of the pueblos of San Ildefonso, Nambe, Pojoaque. We've come back and forth.

That I would encourage that this is about the future. Two key elements that I've been using during my administration.

We take opportunity to see the future. And if we don't change what was said tonight all else fails. And I personally as a farmer has engaged in this litigation, because I've got to look at the interests of those that are not born yet to where the opportunity is to continue this conversation and I plead, please get that joint powers agreement enacted, because that's the future. As everybody said, we don't know the future. But how can we not know if we don't take that step. And like citizens I mentioned, this Aamodt water rights, the whole country has an eye on it. It would ideal to be able to build this relationship because many of us and me for tonight may not be standing here in the future, fighting for something that is very important.

And you're seeing climate change. How are we going to work as citizens to look at the bigger picture? As Native people we exercise a way of life that is really not in our control. I've seen the river walking with the professionals, monitoring the water flow. I see it. I was once a volunteer fire and rescue for Santa Fe County, Tesuque volunteer. I came to leadership and said we need fire protection for our citizens within the neighboring community. They all agreed and I've seen those many challenges within Santa Fe County. Like a gentleman said earlier, he loves Charlie. We want people like that to understand us because truly as leaders, we've got to put our differences aside.

We look at data. Data is something that can be read in a number of ways. But who takes ownership of that data? Those are the things that we're talking as tribal leaders in Indian Country to where we've got to make the change. And I appreciate your leadership. Things are going to change. For me it's going to change come at the end of the year. Mr. Dorame and I were the senior governors so you can imagine how much information the two of us have to share this with future generations to where we went to the hydrology. Now, you can see how much the price tag would be for that Regional Water System to come to my reservation.

These are the things we're looking at to benefit not only our citizens but the citizens of the valley. And when I heard the contamination of arsenic, uranium, and looking at the Buckman Diversion, the only contamination the Santa Fe Watershed has is deer poop. So we've got to look at the future and the future is next year with this joint powers agreement, and I highly encourage. Maybe one day we may just sit down, let's talk. And not be saying well, this, this, this and that.

And I think as pueblo leaders we done that, to compromise, to compromise. And truly looking at that approach because this site where you're at is the aboriginal lands of my people. And a sidebar to this, we met with three different mayors to work on the convention center. That's an ideal relationship. Now we continue to have that same dialogue and that's where I think that's going to be the future when you create this regional authority, because we're skeptical as well. Locally, we're building our infrastructure as well to see for ourselves the factual information because that's going to help us into the future.

What if we run into drought starting next year? How are we going to come to [inaudible] to look at the realistic perspective? So, Mr. Chair, Commissioners, I applaud to say please, take that motion forward, because I will stand alongside of you to move the agenda forward. Because those uncertainties are still in my eyes and in my mind to where

we as leaders have worked hard immensely. Hopefully in the future we'll provide you other documentation of the investment the four tribes have made. We may include Santa Fe County from the point of interaction. Then you're going to see the millions and millions of dollars that we've invested, and it's a challenge and an opportunity again is for the future generations of our communities. Thank you for allowing me to share my thoughts. Thank you.

CHAIRMAN CHAVEZ: Thank you, Governor. Go ahead. A comment from the other pueblos. How many other speakers? Three more? Two more?

PHILLIP A. PEREZ: Thank you, Chairman Chavez and members of the committee. The reason why I jumped at this opportunity to speak first is because Governor Vigil, that's a tough act to follow with those words spoken from the heart, so before the competition gets any tougher I better take advantage of this situation. Please pardon me if there's any redundancy in information but I do speak on behalf of the tribal membership of Nambe Pueblo who are also constituents of Commissioner Roybal in District 1 as well as Representative Carl Trujillo in District 46.

So with that, again, good evening, Commissioners. I am Phillip A. Perez, Governor of the Pueblo of Nambe. Thank you for the opportunity to provide you with my statement of support for the joint powers agreement, also known as the JPA. This document establishes procedures for the Regional Water Authority which will be made up of the four settlement pueblos and the County of Santa Fe, all of whom are parties to the Aamodt Settlement. Following much negotiation among the five settlement parties we have reached agreement on the terms of the JPA. We ask that the Commissioners give their agreement to the JPA so that we move yet another step closer to implementation of the Aamodt Settlement, a settlement which will benefit the pueblos as well as residents of the Nambe-Pojoaque-Tesuque Basin.

The JPA is a procedural document that establishes a board of directors that will operate the Regional Water System on a day to day basis. The Regional Water System will deliver water to users through the Nambe-Pojoaque-Tesuque Basin. It will ensure a reliable water supply, and will alleviate the long-standing pressures of the Aamodt litigation. Significantly, the Regional Water System is the means by which the pueblos will receive water to serve their permanent homelands and basin homeowners will enjoy secure water supply. The Aamodt Settlement which authorizes the Regional Water System allows all of us to receive that water without continuing to litigate in court. As a result the pueblos have a strong interest in reaching agreement on a JPA as an important piece of the settlement implementation. We believe the JPA represents the best efforts of the pueblos and the County to achieve a workable outcome that will enable us to work together in the future to operate the Regional Water System.

Under the JPA the pueblos and the County can be good partners, all working toward the common goal of providing water users in the Nambe-Pojoaque-Tesuque Basin with a safe, reliable source of water. I urge the Commissioners to adopt the JPA. With that, Chairman and Commissioners, I'd like to thank you for the time to speak before you this evening. Thank you.

CHAIRMAN CHAVEZ: Thank you for being here. I apologize for overlooking you earlier. Please next speaker.

JAMES MOUNTAIN: Chairman Chavez, Commissioner Roybal,

Commissioner Stefanics, Commissioner Holian, Commissioner Anaya, good evening. I am Governor James Mountain of the Pueblo de San Ildefonso and I appreciate this opportunity to speak before you all on the Commission, County staff, our neighbors. As Governor of the Pueblo de San Ildefonso and the residents of San Ildefonso, constituents of Santa Fe County, I stand in support of the joint powers agreement. The joint powers agreement will operate the Regional Water Authority. Two points that I stand to make this evening: I want to thank the County Board of Commissioners for appointing Commissioner Roybal as lead of the Santa Fe County team. The involvement of Commissioner Roybal in the process and the efforts of Santa Fe County staff shows the ability of all the groups to come to consensus when the objectives are of such significance and importance as what clean water means to all of us.

Second, I will read an excerpt from the statement I have presented. The Regional Water System will provide clean, safe drinking water for those in its service area who choose to connect and receive water through it. It is an important step forward providing quality drinking water to residents of the county. Contaminated water is a threat to the health of all of our people. Providing a safe and secure alternative is a worthwhile step for the County.

I urge the Santa Fe County Board of Commissioners to support the clean water for its residents. I ask that you approve the resolution authorizing the joint powers agreement as we have agreed to in its current form. Thank you.

CHAIRMAN CHAVEZ: Thank you, Governor.

JOSEPH TALACHY: Good morning. It's morning, right?

CHAIRMAN CHAVEZ: Almost.

GOVERNOR TALACHY: Almost. All right. I'll try and keep it short.

Chairman, Commissioners, thank you for giving us the opportunity to speak on behalf of the JPA. I'm Joe Talachy. I'm the Governor with the Pueblo of Pojoaque, otherwise known as Po-suwae-geh Owingeh, meaning Water Gathering Place. At least it used to mean that. If you look at our valley nowadays and it used to be spotted with wells and with springs throughout the valley. As little as 100 years ago these springs existed. It doesn't take a hydrology report or study to make me understand that that aquifer is being deteriorated as we speak.

And you talk about the definition of insanity and doing the same thing over and over and expecting different results, that's exactly what we're doing here. If we continue to poke holes in the ground and suck water out it is not that has to worry about it, it is our children and their children that are going to be worried about. And it's not going to matter if you're Native or Non-Native, they're all going to have to worry about it. And fundamentally, the only way to get water back into the basin is to pump it back in.

And I ask that the Commissioners for one moment try to empathize with the tribes that have been negotiating this agreement for so long. We have conceded, we have conceded, and we have conceded again. Over and over and over. How much more do we need to concede? I beg any one of you to drive through the valley that I live in, the Pojoaque Valley, and ask that you all look around and point out the agricultural areas that the Pueblo of Pojoaque owns that was inherited, not bought, given the economic resources that we've built today.

We don't have agricultural land that belongs to the tribe that we inherited through

land grants or through anything else like that. What you see there is you see the green and you see the dirt. What is dirt is ours. We ask for water. We didn't ask for the County or anyone else or the state to be included in this settlement. We asked that our water be appropriated and give to us. But unfortunately, through history is it well known that Native tribes and pueblos wherever you may be throughout America have to negotiate in good faith in order to get something for themselves, something that's inherently theirs.

And so I ask that you empathize with the tribal leaders that you've heard here today. We've gone through years – I've been in tribal leadership now for seven years and I've spent more hours in water rights meetings than I ever wish to ever have again. I've sat with attorneys. I've sat with various public officials. I've sat with politicians. I've sat with other tribal leaders. And we have hashed out and hashed out and hashed out and continued with extreme cooperation over the years to come up with agreements that are suitable for all parties, even though these rights inherently belong to the tribes. Nonetheless, and I'm communicated it to the community and to the tribal leaders that you see here that I am always willing to work with the community as we are inherently connected as well, to come up with agreements that work for all of us.

This JPA that you've seen today is close. We're getting there and I support wholeheartedly what is being presented to you today. But where the frustration lies with us is that – and this happens throughout Indian County, is that agreements are always set but never put in stone. Not in Indian County. Not in Indian Country. And I hope you all can understand that and the frustrations. The Governors here have been extremely respectful but I feel the pain as much as anyone else when we're trying to come up with agreements that are fair for all parties while at the same time securing what's rightfully ours.

But I do believe in the idea of cooperation and collaboration and coming up with agreements that are fair to all. And this water settlement is unprecedented, therefore it takes unprecedented negotiations. It is unprecedented that the US would fund a system such as this, that Santa Fe County, the State of New Mexico, and the Pueblos would all ultimately receive a benefit to it. Tribes have sacrificed more than anyone over the years. I beg that you look at that and understand where we are coming from. Lord knows that we don't want to be a part of any more litigation or any more negotiations. If it could all be done easily, that'd be great. But no. It has taken the Governors, various officials, State, County, local officials, sitting in a room trying to negotiate an agreement that is fair for everyone.

I ask that you all consider the JPA as it is written, as it was agreed upon to us as tribes in a meeting that we all sat in good faith with. I wish that you all consider that JPA. I wish that you consider all sides, not just the non-tribal side but the tribal side and look at it and see that the entire community is benefiting and that all the people and resources that have been thrown at this agreement have all come to the conclusion this is a fair and equitable agreement among all parties. That's probably millions of dollars of resources that have gone into this.

I ask that you guys consider that. I ask that the Commissioners consider that. I ask that this JPA be approved. I remain committed to working with the community, Native and Non-Native alike, in coming up with solutions to help our community ultimately and to help our children and our grandchildren as we move forward. I also think that you all

need to consider the surface versus sub-surface rights. What we suck out of the ground ultimately impacts what's on top of the ground. I am a landowner. I am a well owner and I am a water right owner. I operate; I farm off the Ojito Ditch, there in Cuyamungue which has been drying up over the past couple hundred years as many of the springs have dried up.

We don't get water. Now I'm looking at transferring those rights to my well. Unless something fundamentally changes in our mindset and in the way we do things it is going to continue to be the same. I support this JPA as it was negotiated. I commend Commissioner Roybal for having the guts to come out and meet with all of the tribes in a very hairy and sticky situation. But the man had the integrity to come out and negotiate and I appreciate that. I also wanted to ask that the record remain open for all parties to continue to use the information that was shared here at the Commission. I also want to announce that the Pueblo of Pojoaque as well as the other tribes will be participating in a meeting and I'm hopeful that the County will be as well, as I've heard confirmation from certain people, on November 3rd, hosted by the pueblos so that we give an opportunity for the community to ask us questions as well.

We do that in the name of transparency and we do that in the name of trying to get something done. I hope that you all are able to attend. If not, I hope that the information that is shared ultimately gets back to you. But again, although you may – I'm sure you can sense frustration in my voice. I can't imagine all the forefathers that have come and died and not seen this thing happen. I don't want my children and my grandchildren to say the same thing. With that, thank you all. I appreciate it and you guys have a good morning.

CHAIRMAN CHAVEZ: Thank you, Governor. I want to thank the public for their participation. I want to especially thank the pueblos for your participation and your willingness to work together to help solve the problem that we face. I know it's not been easy. I want to recognize Commissioner Roybal for his efforts in going out to the community and meeting with the pueblos and other residents. And so having said that, Commissioner Roybal, I want to take it back to you and see what you would like to do next and what your thoughts are.

COMMISSIONER ROYBAL: Well, right now I really just want to say thank you for everybody that came out tonight and gave their presentation and also all the information. It's good to see our communities come out and express their concerns. That's really the only way that we have the opportunity to listen to these so I really would like to thank everybody for staying late tonight. As Governor Talachy alluded to the good morning, it's been a very long meeting but I appreciate everybody that stayed here tonight to share their information. Thank you.

CHAIRMAN CHAVEZ: Commissioner Stefanics, do you have any comments? Commissioner Anaya?

COMMISSIONER ANAYA: I appreciate our tribal members for being here and neighbors. I appreciate our neighbors from the non-tribal areas for being here. I'm going to ask our Manager to – I'd like this information that we received today, specifically the power points, specifically the summaries that encapsulate the work of the settlement agreement and the discussions that have transpired thus far, including comments that have been made here on the record as well as those comments that were

provided to the Commission to be posted on our website.

I want the opportunity to continue to absorb what's been said here tonight. There was a gentleman that spoke earlier that said we are all neighbors of intertwined cultures. And I would just add one piece to that and say ever-changing cultures. I respect time immemorial presence of our indigenous populations but I also respect the continued good and sometimes not so good of our society globally but the realization that we all reside amongst one another collectively here now. And my interest is to respect those frustrations that you iterated but to also respect those common frustrations that exist across differing perspectives and different cultures, from those as yourselves who come and have been here since time immemorial, to those individuals that just reside in the community since yesterday, and everyone in between.

Difficult and challenging decisions that we will make and that have to be made in the interests of our collective interests and existence in this county and in this global society that we live in. So I'm not prepared today in any shape or form to forecast the final determination. I will say though that we represent the collective interests of the whole county, not any one particular tribal entity or traditional community or culture or perspective but we're supposed to represent the interests of all. And so I thank you very much respectfully, appreciate your presence and look forward to the continued dialogue, debate, in some cases, and eventual decisions that we have to make in the coming years, days, months, generations. Thank you very much, Mr. Chair.

CHAIRMAN CHAVEZ: Thank you, Commissioner Anaya.

Commissioner Holian.

COMMISSIONER HOLIAN: Thank you, Mr. Chair. I think that it is very important for us – well, first of all I just want to say thank you to everybody who is here and all the comments that you made. It was very interesting to me to hear the different points of view aired. But I really feel like we need to move forward. We in the County have made a commitment to this Regional Water System. I will say more about this in the future if it comes up on our agenda before I'm out of office. But I just want to say now that I am ready to vote on the joint powers agreement. Thank you, Mr. Chair.

CHAIRMAN CHAVEZ: Thank you, Commissioner Holian. On that note, I will announce that we have noticed, and it's on our agenda, today's agenda, we've noticed the Pojoaque Basin Regional Water Authority joint powers agreement will be considered for action by the Board of County Commissioners on November 29th of this year. So that's what we're looking forward to. I would agree with Commissioner Holian that if the parties have agreed to a joint powers agreement and it's been not easy to get to that point, I think that if we ignore that, if we disrespect that, then we lose an opportunity that may not come around again for a while. So I make that as an announcement and I think we should be ready for that.

The second public hearing that I'll announce is an ordinance amending the deadline for commercial solid waste haulers to provide bundled refuse and recycling collection services, and this will be held on October 28th. So those are two meeting dates that we have scheduled ahead and I just wanted to note those for the record.

Commissioner Anaya.

COMMISSIONER ANAYA: Mr. Chair, I would request, respecting the work and deliberations and discussions, negotiations that took place between

Commissioner Roybal and yourselves as the tribal entities, I would respectfully request consideration from the tribal entities and from others regarding the two additional appointments as to what other governance options might we have as far as those specific appointments. I would like to see and get some recommendations from the tribal entities, from you, Commissioners, from the community at large. So I would put that forth as a request, Mr. Chair.

CHAIRMAN CHAVEZ: Any other comments? Commissioner Stefanics.

COMMISSIONER STEFANICS: Thank you, Mr. Chair. I think that if we were to consider any more members to the JPA, the thought I had would be somebody from state government that would have, as we say, skin in the game, financially, and I think that there would be some worthwhile consideration to a commitment if a high level representative was part of that JPA. And I haven't thought this through at great length but there is quite a bit of money that still needs to come through from the federal government and the state government. And whether it was DFA or the State Engineer or the Governor's Office having an appointee, there might be some serious commitment. That's just a thought. Thank you.

CHAIRMAN CHAVEZ: Okay, so that concludes this portion of our proceedings this evening. Please everyone have a safe trip back home. So we have, Manager Miller, do we have other business left? Do we want to postpone?

VI. MATTERS FROM THE COUNTY MANAGER

A. Miscellaneous Updates

B. Presentation and Update on the Santa Fe Regional Film Office and Industry Performance Measures for 2016-2017 **POSTPONED**

MS. MILLER: Mr. Chair, just real quickly, you mentioned the special meeting this Friday on the 28th at 10:00 am here in the chambers on the extension of the deadline of the commercial solid waste haulers. And then the other item that would happen before your next meeting on Saturday, November 5th at 10:00 am, hosted by Commissioner Holian, will be hosting a celebration of the new fire station, Glorieta station #2. It's a grand opening, ribbon cutting and wet-down. The station is located on Old Denver Highway in the Village of Glorieta.

Also, I had on the agenda a presentation and update by the Santa Fe Regional Film Office and that was on industry performance measures for 2016 and 2017. I did tell Eric Witt we would do that at the November 8th meeting, since this was going to be pretty late. In addition, Greg and I discussed whether there was a need for the executive session, and we do not have anything that needs to be a decision this evening, so those items would wait to be briefed to you at the November 8th meeting.

CHAIRMAN CHAVEZ: Great. Thank you. So then that means that I'll call for a motion to adjourn.

COMMISSIONER ANAYA: Mr. Chair.

CHAIRMAN CHAVEZ: Yes, Commissioner Anaya.

COMMISSIONER ANAYA: Mr. Chair, I just wanted to encourage people to get out to vote, it's early voting. We're moving in on a very crucial election. Get out and vote for your candidate of preference. On a personal note, I'm with her for president

and I'm with her for Senate District 39, Commissioner Stefanics. Thank you, Mr. Chair.

CHAIRMAN CHAVEZ: The only thing I would add is don't forget about the GO bonds and the advisory question.

VII. MATTERS OF PUBLIC CONCERN

None were presented

V. MATTERS FROM THE COUNTY ATTORNEY

A. Executive Session

No executive session was deemed necessary.

IX. DISCUSSION/INFORMATION ITEMS/PRESENTATIONS

A. Matters from County Commissioners and Other Elected Officials

- 1. Elected Officials Issues and Comments**
- 2. Commissioner Issues and Comments**

CHAIRMAN CHAVEZ: So we're on Communication from the Board. Commissioner Stefanics, do you have anything?

COMMISSIONER STEFANICS: Mr. Chair, I just put a handout at everybody's place on recreation and Public Purposes Act. [Exhibit 14] I just want to remind people in the county that the County is eligible to request land from federal government for perpetual use in certain areas and we were reminded at the Association of Counties board that the federal government owns land and nobody's asking for it. Thank you.

CHAIRMAN CHAVEZ: Commissioner Roybal.

COMMISSIONER ROYBAL: I don't have anything at this time.

CHAIRMAN CHAVEZ: Commissioner Holian.

COMMISSIONER HOLIAN: Good night, everybody.

X. INFORMATION ITEMS

- A. Growth Management Monthly Report**
- B. Public Safety Monthly Report**
- C. Public Works Monthly Report**
- D. Human Resources Monthly Report**
- E. Administrative Services Monthly Report**
- F. Community Services Monthly Report**
- G. Financial Report for the Quarter Ending September 30, 2016**

There were no questions raised regarding staff reports.

X. CONCLUDING BUSINESS

A. Announcements

- 1. Pojoaque Basin Regional Water Authority Joint Powers**

Agreement will be Considered for Action by the Board of County Commissioners on November 29, 2016.

2. **Public Hearing on Ordinance No. 2016-__, an Ordinance Amending Ordinance No. 2016-04 to Extend the Deadline for Commercial Solid Waste Haulers to Provide Bundled Refuse and Recycling Collection Services, will be Held on October 28, 2016, at 10:00 a.m., in the County Commission Chambers**

Having completed the agenda and with no further business to come before this body, Chair Chavez declared this meeting adjourned at 10:50 p.m.

Approved by:

Miguel Chavez
Board of County Commissioners
Miguel Chavez, Chair

ATTEST TO:

Geraldine Salazar
GERALDINE SALAZAR
SANTA FE COUNTY CLERK
11-29-2016



Respectfully submitted:

Karen Farrell
Karen Farrell, Wordswork
453 Cerrillos Road
Santa Fe, NM 87501

COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss BCC MINUTES
PAGES: 402

I Hereby Certify That This Instrument Was Filed for Record On The 30TH Day Of November, 2016 at 10:26:55 AM and Was Duly Recorded as Instrument # 1810978 of The Records Of Santa Fe County

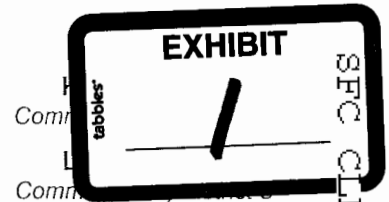
Witness My Hand And Seal Of Office
Geraldine Salazar
Deputy *Laura Hernandez* County Clerk, Santa Fe, NM



Henry P. Roybal
Commissioner, District 1

Miguel M. Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Katherine Miller
County Manager

SFC CLERK RECORDED 11/30/2016

MEMORANDUM

DATE: 10/11/2016
TO: Board of County Commissioners
VIA: Katherine Miller, Santa Fe County Manager
FROM: Michael Kelley, Public Works Department – Director

ITEM AND ISSUE: BCC Meeting October 25, 2016
Resolution 2016-____, A Resolution Delegating Authority to the County Manager to Acquire Real Property Interests Necessary for Construction of the Santa Fe Rail Trail Segment 6 (Public Works/Terry Lease)

SUMMARY:

The purpose of this resolution is to facilitate the acquisition of real property interests for the Santa Fe Rail Trail Segment 6. The resolution grants to the County Manager the authority to execute any and all documents necessary to acquire the necessary real property interests.

BACKGROUND AND DISCUSSION:

The Santa Fe Rail Trail is an 18 mile multi-modal trail that runs along the historic Atchison, Topeka, Santa Fe Railway from the depot in Santa Fe to Lamy, NM. Santa Fe County is responsible for management of a portion of the Rail Trail from I-25 to Lamy. The Rail Trail is a unique amenity for Santa Fe County offering amazing views of the Galisteo Basin, is recognized nationally by the Rails to Trails Conservancy and is a tourist attraction that benefits the local economy.

Construction of the Santa Fe Rail Trail has been phased. The current phase, Segment 6, involves construction of approximately 1.5 miles of trail running from Spur Ranch Road to New Moon Overlook. Due to the meandering nature of Segment 6 and its diversion from NMDOT right-of-way onto adjacent private lands, easements across private lands are required. The County has identified the real properties that are necessary to construct Segment 6, which are listed in the attached Exhibit A and depicted on Exhibits B thru E. The County has budgeted funding to complete the acquisition of the Properties.

ACTION REQUESTED:

Approval of subject resolution.

REVISED PKT ITEM: II.A.4

EXHIBIT "A"

OWNER NAME

UPC #

Commonweal Conservancy, Inc.
Darlene T. Anderson Trust
Santa Fe Ranchland Associates
State of New Mexico

105408512820600000
105508516313100000
105608508737400000
105608502442800000
105708505511000000

P.A.I. : N3T.I TNY 032V39

THE BOARD OF COUNTY COMMISSIONERS OF
SANTA FE COUNTY

RESOLUTION NO. 2016-_____

A RESOLUTION DELEGATING AUTHORITY TO THE COUNTY MANAGER TO
ACQUIRE REAL PROPERTY INTERESTS NECESSARY FOR CONSTRUCTION
OF THE SANTA FE RAIL TRAIL SEGMENT 6

WHEREAS, the Santa Fe Rail Trail is an 18 mile multi-modal trail that runs along the historic Atchison, Topeka, Santa Fe Railway from the depot in Santa Fe to Lamy, New Mexico; and

WHEREAS, the Santa Fe Rail Trail is being constructed in phases. The current phase Segment 6 involves construction of approximately 1.5 miles of trail from Spur Ranch Road to New Moon Overlook; and

WHEREAS, the County has identified real property and/or real property interests that are necessary for construction of the Santa Fe Rail Trail Segment 6 which properties are listed in Exhibit A and their locations depicted in Exhibits B, C, D and E (collectively the "Properties"); and

WHEREAS, acquisition of the Properties by the County will allow for construction of Santa Fe Rail Trail Segment 6; and

WHEREAS, the County has budgeted funding to complete the acquisition of the Properties.

NOW, THEREFORE BE IT RESOLVED by the Santa Fe Board of County Commissioners:

- A. The County Manager, or the County Manager's designee, is authorized to negotiate the acquisition of all real property interests, including donations, in the Properties described in Exhibits A, B, C, D and E for the Santa Fe Rail Trail Segment 6.
- B. The purchase price for the real property interests shall not exceed the fair market value of the property interests as determined by a certified appraisal.
- C. The Board delegates to the County Manager, or the County Manager's designee, the authority to execute, and the County Clerk is hereby authorized and directed to attest to any and all documents necessary to

effectuate the acquisition by purchase or donation of such real property interests in the Properties, for and on behalf of Santa Fe County.

PASSED, APPROVED and ADOPTED this _____ **DAY OF** _____ **2016.**

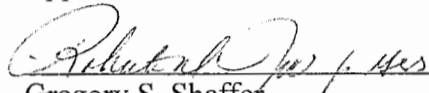
SANTA FE BOARD OF COUNTY COMMISSIONERS

Miguel M. Chavez, Chair
Santa Fe Board of County Commissioners

ATTESTATION:

Geraldine Salazar
Santa Fe County Clerk

Approved as to form:



Gregory S. Shaffer
County Attorney

10-20-16
Date

Exhibit A

OWNER NAME

UPC #

Commonweal Conservancy, Inc.

1054085128206000000

1055085163131000000

Darlene T. Anderson Trust

1056085087374000000

Santa Fe Ranchland Associates

1056085024428000000

State of New Mexico

1057085055110000000

Exhibit B

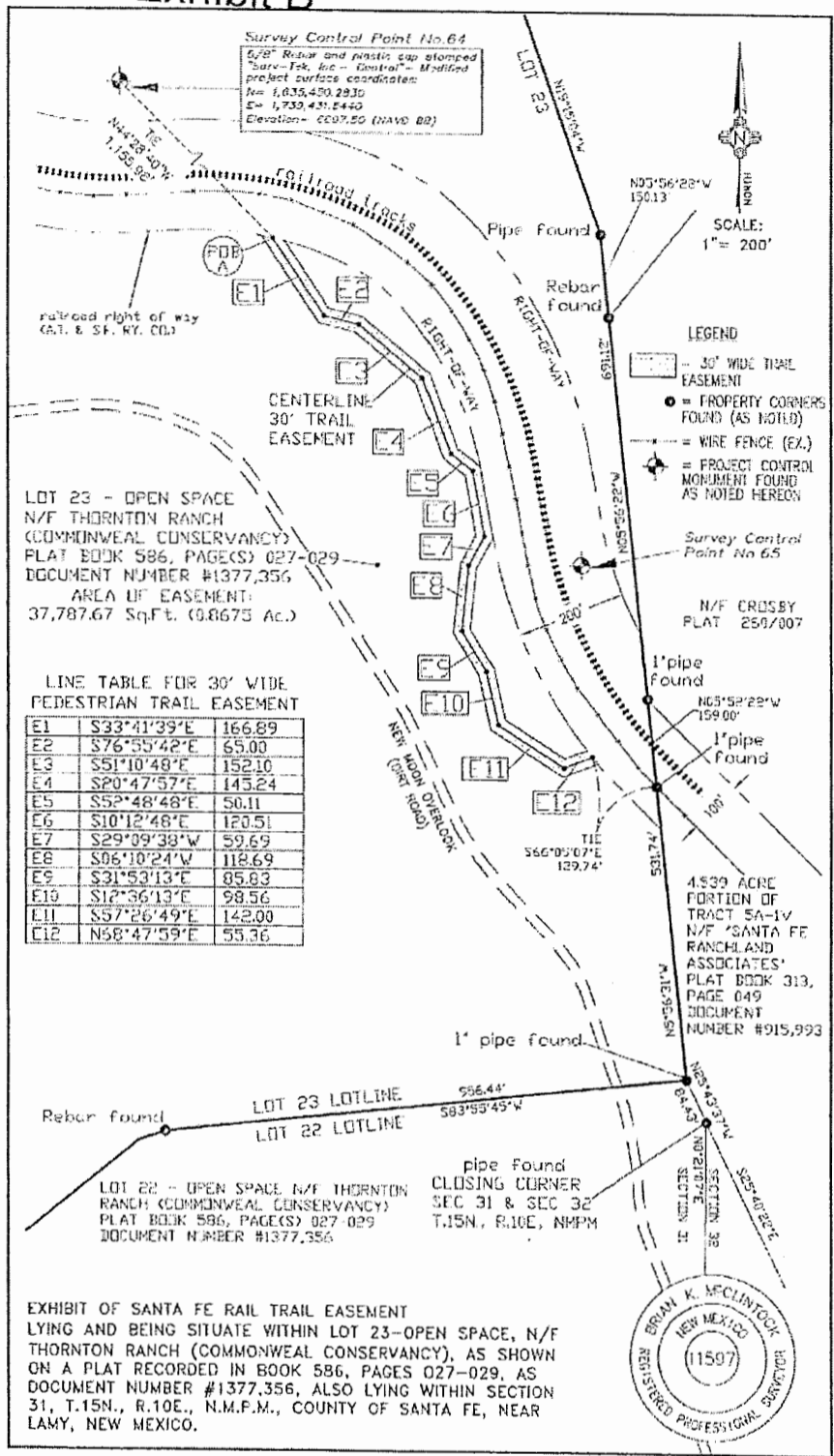


Exhibit C

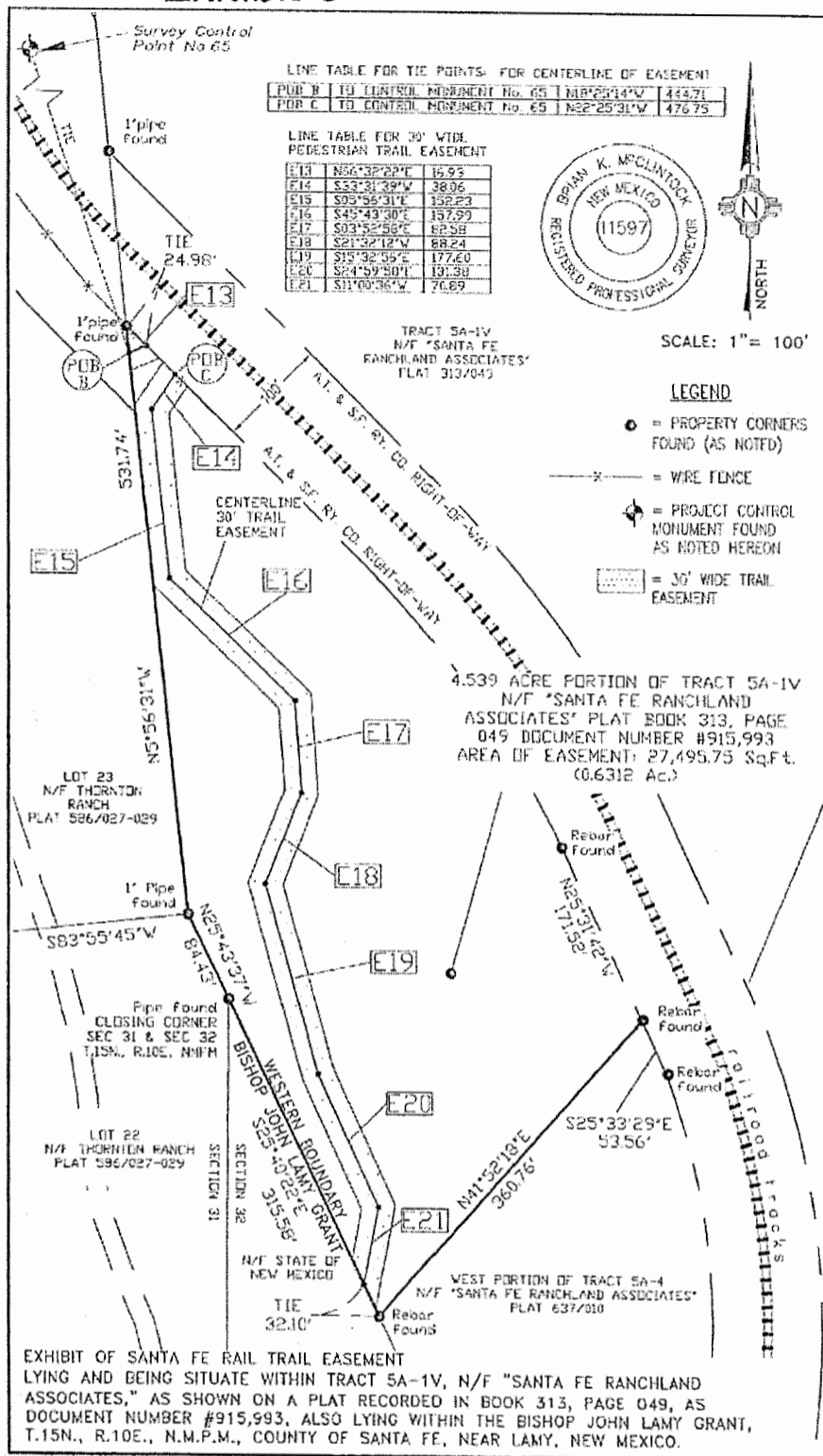


Exhibit D

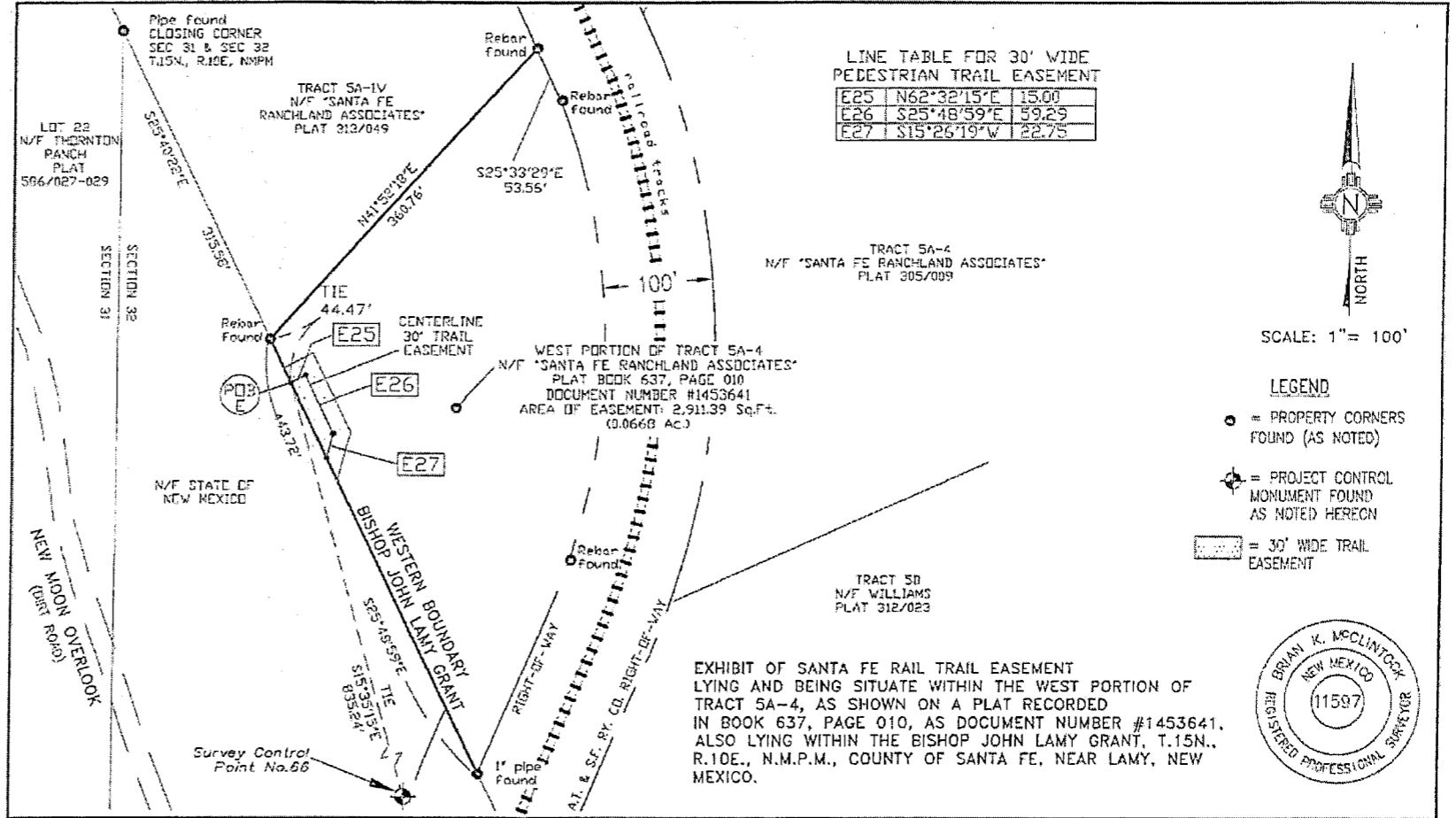
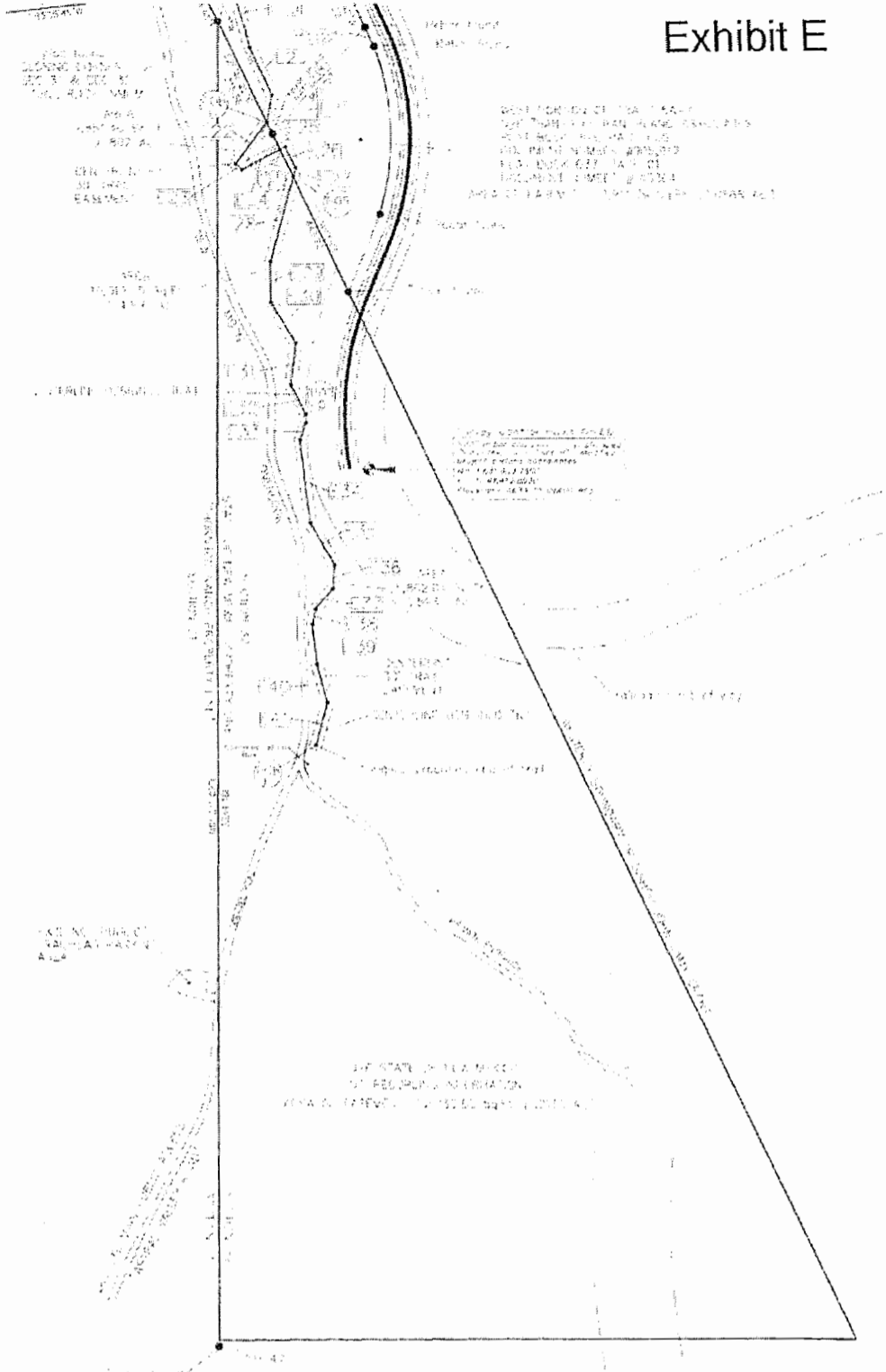


Exhibit E



Santa Fe County Treasurer

2016 2nd Half Report



COUNTY of SANTA FE

tabbles®

EXHIBIT

2

Santa Fe County Treasurer's Challenges

- Volatile market conditions
- Predicted slow upward market
- Fed Funds.....Tightening
- Volatile Treasury rates



COUNTY of SANTA FE

Other Account Balances

● LANB Acct.	\$5,901,081.91
● Various CDs	\$998,000.00
● FNSF	\$66,410,730.04
● UBS 2013	\$6,034,305.68
● UBS GOV	\$25,126,965.96





TOTAL ACCOUNT BALANCES

\$104,471,083.59

COUNTY OF SANTA FE



Fixed Income Portfolio

 Operations	\$74,578,863.92
 GOB 2011	\$8,986,304.67
 CORE	\$32,156,716.27
 GOB 2013	\$9,119,736.74

TOTAL FIFTH THIRD

\$124,841,621.60



COUNTY of SANTA FE

Liquid Earnings

- **LANB (CD) 250 bps**
- **FNBS 20 bps**
- **UBS 34 bps**



COUNTY of SANTA FE

Ending Balance

TOTAL BALANCE
\$229,312,705.19



COUNTY OF SANTA FE

The Brexit

Term used for Britain's exit from the Euro Nation

- June 23rd Britain voted to leave the Euro Nation
- Stock Market Fell
- 401Ks nationwide fell
- What is the importance to Santa Fe County??



History

- In 2013 inherited over \$45MM securities over 5yrs
- Sold 10MM in April 2013 at Par plus Profit
- Sold additional securities at AGG market highs
- Left with over 13MM securities, of which had the longest maturity dates.





Welcome: pvarela

- Account ▾
- Dashboards
- News
- Settings ▾
- Request ▾
- Applications ▾
- Help ▾
- Sign Out

Account: ▾ Date:

hide

Holdings Summary

	Market Value	Pct. Portfolio
Cash Equivalents		
Principal Cash	-565,150.13	-1.77%
Income Cash	565,150.13	1.77%
Money Market - Taxable	31,566.17	0.10%
Cash Equivalents Total	31,566.17	0.10%
Fixed		
Bond - US Government Agency Obligation	25,853,957.78	81.12%
Mortgage Backed Security	5,987,100.00	18.78%
Fixed Total	31,841,057.78	99.90%
Grand Total	31,872,623.95	100.00%

Summary Graph

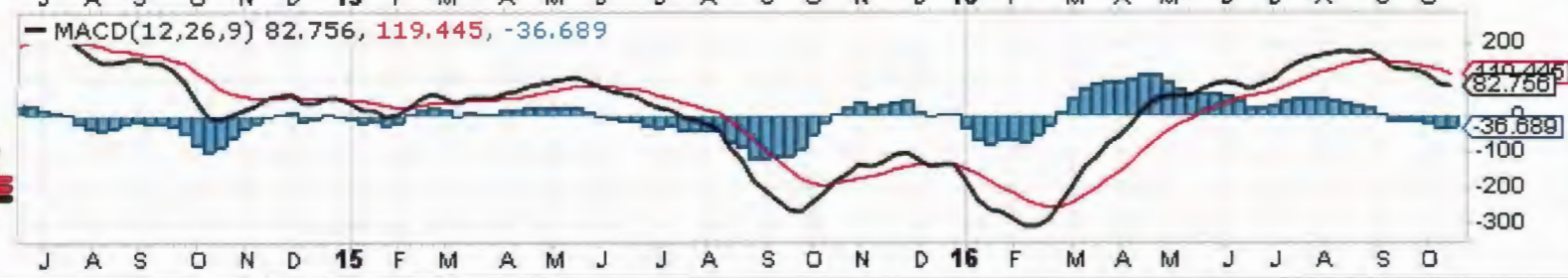
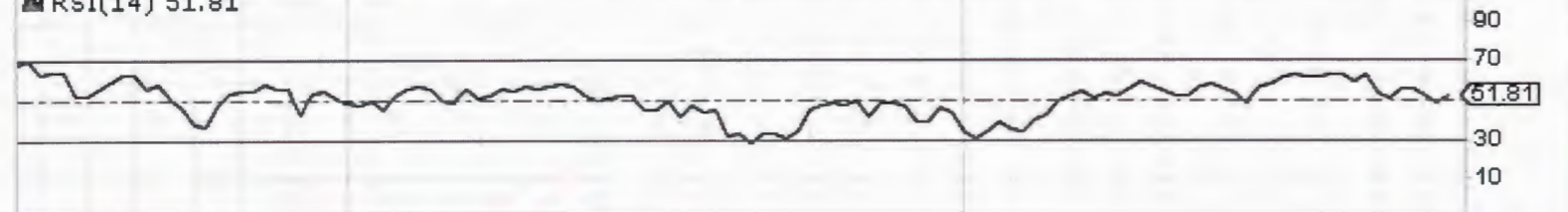


\$NYA NYSE Composite Index INDX

© StockCharts.com

20-Oct-2016 2:34pm **Open** 10516.30 **High** 10626.44 **Low** 10481.59 **Last** 10598.93 **Volume** 9.2B **Chg** +77.63 (+0.74%) ▲

▲ **RSI(14)** 51.81



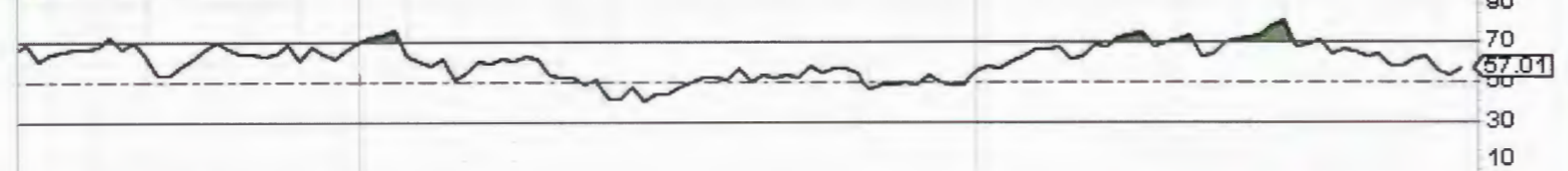
AGG iShares Core U.S. Aggregate Bond ETF NYSE + BATS

© StockCharts.com

20-Oct-2016 2:50pm

Open 111.45 High 111.90 Low 111.39 Last 111.75 Volume 5.6M Chg +0.38 (+0.34%) ▲

▲ RSI(14) 57.01



AGG (Weekly) 111.75

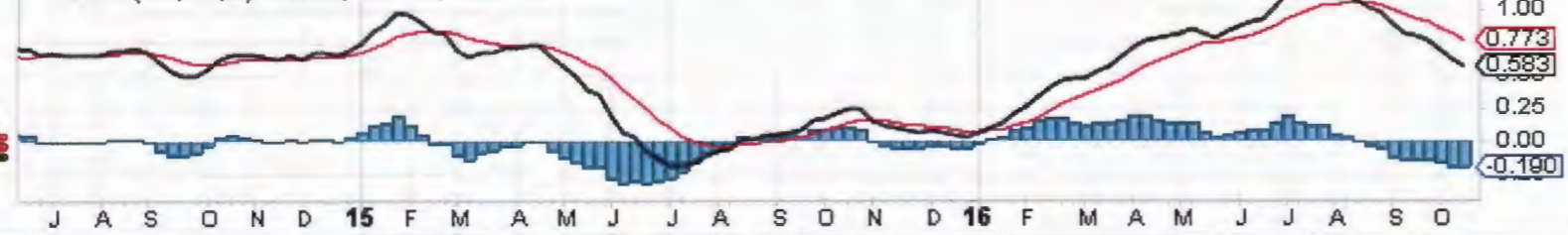
— MA(50) 109.53

— MA(200) 104.67

Volume 5,647,375



— MACD(12,26,9) 0.583, 0.773, -0.190



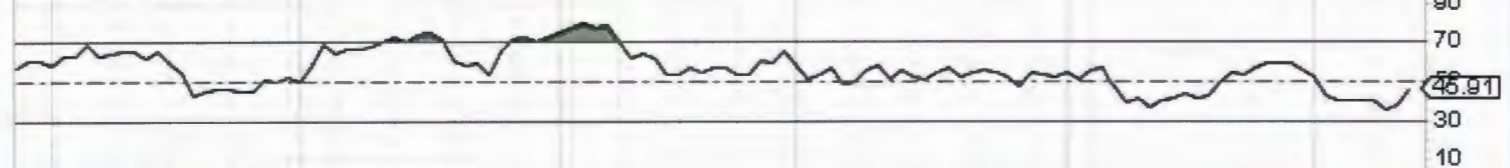
AGG iShares Core U.S. Aggregate Bond ETF NYSE + BATS

© StockCharts.com

13-Oct-2016 1:36pm

Open 111.80 **High** 111.88 **Low** 111.53 **Last** 111.65 **Volume** 920.7K **Chg** +0.25 (+0.22%) ▲

▲ RSI(14) 45.91



AGG (Daily) 111.65

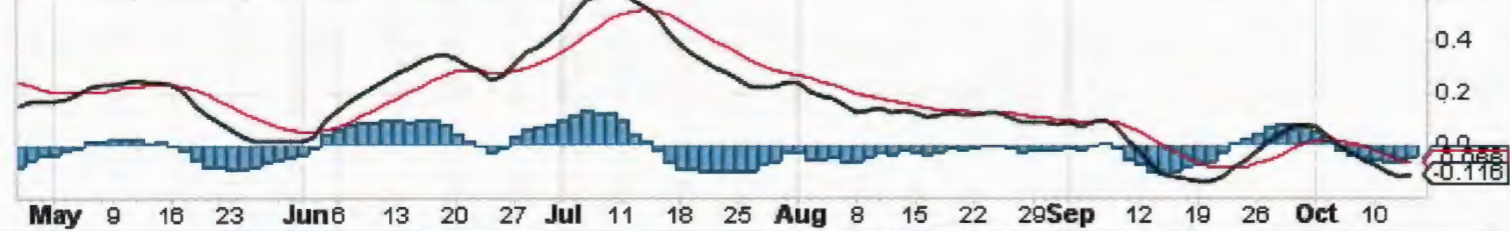
— MA(50) 111.94

— MA(200) 110.02

Volume 920,658



— MACD(12,26,9) -0.116, -0.066, -0.050







Welcome: pvarela

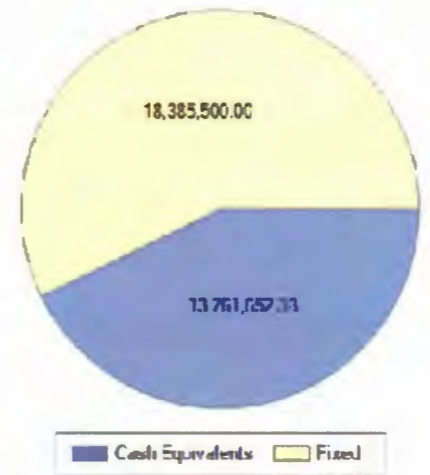
- Account ▾
- Dashboards
- News
- Settings ▾
- Request ▾
- Applications ▾
- Help ▾
- Sign Out

Account: Date: hide

Holdings Summary

	Market Value	Pct. Portfolio
Cash Equivalents		
Principal Cash	0.00	0.00%
Income Cash	0.00	0.00%
Money Market - Taxable	13,761,652.38	42.81%
Cash Equivalents Total	13,761,652.38	42.81%
Fixed		
Bond - US Government Agency Obligation	8,397,800.00	26.12%
Mortgage Backed Security	9,987,700.00	31.07%
Fixed Total	18,385,500.00	57.19%
Grand Total	32,147,152.38	100.00%

Summary Graph



Investment Policy

- Should be revisited yearly
- React to economic conditions
- Address legislative changes



COUNTY of SANTA FE

Investment Policy Cont.’

- Safety, Liquidity, & Yield
- Biggest Element “Legality”
- We follow NMSA 6-10-10



COUNTY of SANTA FE

Investment Policy Cont.'

- **Core account**
 - Possibly extending to 10 years Max.
- **Collateral**
 - Adding language to specify that The County Requires 102% market value opposed to PAR.
- **Addition of SB56 (Laws 2016, Ch. 50)**
 - No Credit Risk Securities



COUNTY of SANTA FE

6mo Investment Strategy

- Investing in short term Treasury Bills & Notes
- Investing in mixed step & bullet Government Agencies
- Invest in Short term CD if approved in policy
- Investing in collateralized Gov. Money Markets
- Invest in Cash accounts
- Only invest in the above that out performs for that particular window of time.
- Maintaining a liquidity cushion*

All maturities will be into 2017-2020*

Additional moneys will be invested for 2017 lean months*



COUNTY of SANTA FE

Treasurer's Upcoming Projects

- Property Tax Collection Outreach
- Pay Property Taxes at FNSF
- Legislative Items per Affiliate



COUNTY of SANTA FE

Delinquent Report RP

- YTD \$5,207,044.55
- September Total \$517,467.44
- YTD Accounts Worked 3508



COUNTY OF SANTA FE

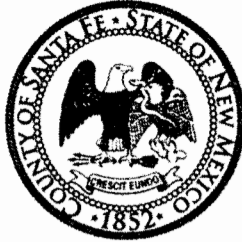


COUNTY OF SANTA FE

Henry P. Roybal
Commissioner, District 1

Miguel Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Ka
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager



SFC CLERK RECORDED 11/30/2016

MEMORANDUM

DATE: *October 25, 2016*

TO: *Santa Fe County Board of Finance*

FROM: *Patrick Varela, County Treasurer*

ITEM AND ISSUE: *Agenda Item No. III(D) -- Request Approval of Revised Investment Policy*

SUMMARY:

The Santa Fe County Investment Policy guides investment decisions of the County Treasurer. The current Investment Policy was approved by the Board of Finance in June, 2014, and is attached as Exhibit A. It creates an Investment Committee, the duties of which include reviewing the investment policy annually and recommending modifications. Last Thursday, the Investment Committee met and formally recommended that the Board consider and adopt the Investment Policy attached hereto as Exhibit B. In addition, in finalizing my presentation for today, I found two additional changes that I would respectfully recommend that are in the nature of technical cleanup.

SUMMARY OF SUBSTANTIVE CHANGES RECOMMENDED BY INVESTMENT COMMITTEE:

The proposed Investment Policy has been thoroughly revised to cleanup typos, correct statutory citations, clarify language, and to reorganize definitions and sections. What I consider to be substantive changes are described below, with corresponding sections of the Investment Policy highlighted in yellow:

- *Clarify appointment of private sector member of the Investment Committee; automatic removal for failure to attend.* The revised Investment Policy would clarify that the private sector member of the Investment Committee is to be appointed by the County Treasurer with the advice and consent of the Investment Committee. In addition, it provides that the private sector member shall be deemed to have resigned upon missing three (3) consecutive meetings. [Revised Investment Policy, Section III(C)(7).]
- *Clarify investment authority.* The Investment Policy was revised to clarify that, with regard to bonds issued by the state, counties, municipalities, and school districts, the issuers must be within New Mexico. [Revised Investment Policy, Section III(F)(2)(f).]

- *Clarified that contract professionals working with the County must acknowledge in writing that they have read and understand this investment policy and all applicable ordinances, policies, and statutes.* [Revised Investment Policy, Section III(E)(3).]
- *Add permissible investments.* The revised Investment Policy would authorize the following investments allowed by State statute:
 - Federally Insured Brokered Certificates of Deposits, Certificate of Deposit Account Registry Services (CDARs), and Cash Accounts (as allowed by NMSA 1978, § 6-10-10(F)(3)); and
 - New Mexico Finance Authority Bonds (as allowed by NMSA 1978, § 6-21-19). [Revised Investment Policy, Section III(F)(2)(e) and (i).]
- *Creation of a Core Portfolio.* Investments are generally limited to a maturity of five years from the date of purchase. The revised Investment Policy would authorize the County Treasurer, with authorization from the Investment Committee, to make investments with a final maturity of more than five years but not longer than 10 years. The maximum amount to be so invested is limited to \$25 million. Such longer term investments would be part of the so-called Core Portfolio.
- *Cash flow consultation.* The revised Investment Policy would memorialize existing practice with respect to the County Treasurer consulting with the County Finance Department Director concerning cash flow requirements. [Revised Investment Policy, Section III(I).]
- *Limitation on the purchase of premium bonds.* The revised Investment Policy would impose restrictions on the purchase of so-called premium bonds, to guard against the risk that the County could lose money if a premium bond is called or sold before maturity. [Revised Investment Policy, Section III(K).]
- *Limitation on the investment of bond proceeds.* The revised Investment Policy would make clear that bond proceeds must be invested in accordance with limits established in other documents. It requires the County Finance Department Director to notify the County Treasurer of any such limitations. [Revised Investment Policy, Section III(L).]

ADDITIONAL TECHNICAL CHANGES:

Since the Investment Committee meeting, the County Attorney and I noticed three additional technical issues. These are shown via track changes in Exhibit B.

First, in Section I(C), we suggest that we make clear that the Investment Policy replaces and supersedes previous Investment Policies.

Second, in Section III(C)(2)(b), we suggest that the Investment Policy be updated to reflect actual practice: namely, that the Board of Finance does not adopt the Investment Policy by resolution.

Third, in Section III(L), we suggest that language be added clarifying that the County Finance Department Director must notify the County Treasurer of any limitations on the investment of Bond Proceeds.

ACTION REQUESTED:

Approve the revised Investment Policy.

Exhibits:

Exhibit A- Current Investment Policy

102 Grant Avenue · P.O. Box 276 · Santa Fe, New Mexico 87504-0276 · 505-986-6200 · FAX:
505-995-2740 www.santafecountynm.gov

Exhibit B- Proposed Investment Policy (with additional technical changes shown by redlines)

SFC CLERK RECORDED 11/30/2016

102 Grant Avenue · P.O. Box 276 · Santa Fe, New Mexico 87504-0276 · 505-986-6200 · FAX:
505-995-2740 www.santafecountynm.gov



Investment Policy

Approved by Santa Fe County Board of Finance
on October 25, 2016

Santa Fe County
INVESTMENT POLICY

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I. AUTHORITY; OBJECTIVE; SCOPE

A. INVESTMENT AUTHORITY: The responsibility for investing the excess funds of the County lies with the County Treasurer, subject to the advice and consent of the Board acting as the County Board of Finance, pursuant to Sections 6-10-8 and 6-10-10 NMSA 1978.

B. OBJECTIVE:

1. The County Treasurer's investment objective is the enhancement of County revenues through the prudent investment of public money that is not immediately required for the operations of the County, after first meeting the goals of safety and liquidity.
2. In satisfying this objective, the County Treasurer must also observe the fiscal obligation of maintaining sufficient liquidity to provide for the continuing functions of County.
3. While serving, the County Treasurer is bound to satisfy the fundamental fiduciary obligation of preserving and protecting the principal of the public money. But the County Treasurer and/or investment officer, acting in accordance with written procedures and exercising due diligence, shall not be held personally responsible for specific security's credit risk or market price changes, provided that these deviations are reported at the next meeting or immediately via email to the investment committee and that appropriate action is taken to control adverse developments.

C. SCOPE OF THE INVESTMENT POLICY: This investment policy is a comprehensive guide governing the investment functions of the County with respect to funds invested by the investment officer. The guidance formulated in this policy is to be observed by individuals and entities involved in any aspect of the administration or management of investments made by the County's investment officer or an investment management firm. This investment policy will be effective upon approval by the Board and replaces and supersedes all previous investment policies adopted by the Board.

II. DEFINITIONS:

- A. **"Basis points"** means the interest rate expressed in whole numbers, where each basis point equals one hundredth of one percent. For example, one hundred (100) basis points equal one (1) percent interest.
- B. **"Board" or "Governing Body"** means the Board of County Commissioners of the County acting as the County Board of Finance.
- C. **"Competitive bid for securities"** means the selection of securities through a solicitation or review and evaluation of online inventory offerings from various approved broker/dealers.
- D. **"County"** means Santa Fe County.
- E. **"FDIC"** means the Federal Deposit Insurance Corporation.
- F. **"Financial institution"** means a federally insured bank or savings and loan association.
- G. **"FINRA"** means Financial Industry Regulatory Authority.
- H. **"Investment committee" or "committee"** means the County's investment committee; see Section III.C of this policy.
- I. **"Investment grade"** means, for purposes of this policy, a rating within any of the following rating ranges by at least two of the rating agencies:

<u>Rating Agency</u>	<u>Long-Term</u>	<u>Short-term</u>
Standard & Poor's	A- to AAA	A-1
Fitch	A- to AAA	F1
Moody's	A3 to Aaa	P-1

A rating from a rating agency not on the list shall not be considered.

- J. **"Investment officer"** means the County Treasurer or his/her designee.
- K. **"Investment portfolio"** means each separate fund managed by the investment officer, including operating funds, bond proceeds and other monies.
- L. **"Local financial institution"** means a financial institution with a main office or manned branch office located within the County.
- M. **"Net worth"** is as defined by the Financial Institutions Division of the Department of Commerce and Industry of the State of New Mexico.
- O. **"Time deposit"** means a certificate of deposit or savings certificate deposited in a federally insured bank or savings and loan association located in New Mexico.

III. POLICY

A. **Investment Policy Priorities:** The County's investment officer will observe the following priorities in making investment decisions:

1. **Safety of funds** – to ensure the performance of basic governmental functions, the first priority must be accorded to the preservation and protection of the principal of the funds to be invested;
2. **Maintenance of liquidity** – the second level of priority must be accorded to maintaining sufficient liquidity to satisfy the reasonably anticipated, continuing operational requirements of the County;
3. **Maximum return after first two priorities are met** – the third priority must be accorded to maximizing investment return, through budgetary and economic cycles, consistent with the higher priorities of safety and liquidity;
4. **Diversification** – the fourth priority is to limit risk by not overinvesting in any one investment or class of investments; and
5. **Invest in local financial institutions** – the fifth priority is to have a positive impact on the local economy by investing funds in local financial institutions where appropriate given the higher level priorities.

B. **Standard of Investment:**

1. The standard of prudence to be applied in the investment of public money by the County's investment officer shall be the "prudent person" rule:
"Investments shall be made with the judgment and care, under circumstances then prevailing, that persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived."
2. The County's investment officer has a fiduciary relationship with the County, defined as follows:
"A fiduciary relationship is generally viewed as the highest standard of customer care available under law. Fiduciary duty includes both a duty of care and a duty of loyalty. Collectively, and generally speaking, these duties require a fiduciary to act in the best interest of the customer, and to provide full and fair disclosure of material facts and conflicts of interest."

~ **Securities Industry and Financial Markets Association (SIFMA)**

3. The County's investment officer, acting in accordance with this policy and any other written procedures pertaining to the investment of excess funds and exercising due diligence, shall be relieved of personal responsibility, if any, for credit risk or market price changes of a particular security.
4. Market value, reduced yield, and return on securities must be regularly monitored. The situation causing any loss of market value, reduced yield, or return must be closely monitored and evaluated to ensure that any decision to hold or sell a particular security is based on the best publicly available information.

C. Investment Committee:

1. The investment committee shall consist of:
 1. the Chair of the Board or a designee who is also a member of the Board;
 2. the Vice Chair of the Board or a designee who is also a member of the Board;
 3. the County Manager or designee;
 4. the County Treasurer or a designee who is an employee of the County Treasurer's Office;
 5. the County Finance Director or a designee from the Finance Department;
 6. the County Attorney or a designee/lawyer from the Legal Department; and
 7. one member of the private sector representing the County at large appointed by the County Treasurer with the advice and consent of the Investment Committee. This person should be a finance professional with knowledge of investments and shall serve for a term of two (2) years after appointment and shall be eligible for reappointment to serve for consecutive two (2) year terms. The private sector member shall be deemed to have resigned upon missing three consecutive duly called meetings of the Board. Any vacancy created by a private sector member shall be filled in the same manner as original appointments.
2. The investment committee shall meet monthly and shall have the following responsibilities:
 - a. monitor the efficacy, efficiency and currency of the investment policy;
 - b. review the investment policy, no less than annually, and recommend, if advisable, modifications in the investment policy from time to time and have changes formally adopted by the Board resolution;
 - c. assess, no less than annually, the utility and efficacy of established internal controls as loss prevention measures with respect to County investments;
 - d. deliberate these topics: economic outlook, portfolio diversification and maturity structure, potential risks, and the rate of return on the investment portfolio assessed within the parameters of first meeting safety and liquidity requirements;
 - e. identify potential violations of and suggest remedial actions to achieve conformity with the investment policy;
 - f. recommend, no less than annually, action on depositories, custodians, broker/dealers and investment managers and advisors; and
 - g. assess whether the investment policy is being properly implemented by the individuals and entities involved in the administration and management of investment activities.

D. Internal Controls:

1. The County Treasurer shall establish a system of internal controls governing the administration and management of the investment portfolios. Any audit findings related to internal controls shall be reviewed annually by the investment committee.
2. The controls shall be designed to prevent and control losses of public money arising from fraud, error, misrepresentation, unanticipated market changes, conflicts of interest or imprudent actions.
3. All securities held for the County's portfolio will be held in the name of the County with a third party custodian, free and clear of any lien.
4. The fiscal agent and custodial banks responsible for, or in any manner involved with, the safekeeping and custody process on behalf of the County shall be bonded to protect from losses, malfeasance and misfeasance.

E. Ethics and Conflicts of Interest:

1. The County Treasurer shall adopt and implement an employee code of conduct policy, a campaign contribution policy, and a whistle blower protection policy for employees of the County Treasurer's Office. These policies may be updated according to the policies and procedures of the County. Any changes or updates implemented by the County Treasurer shall be reported to the Board at its next regularly scheduled meeting.
2. The County Treasurer and employees involved in the investment process, in addition to complying with this investment policy, the applicable policies listed above, and statutes, shall refrain from personal business activity that may impair their ability to make impartial investment decisions or conflict with the selection of broker/dealers or investment advisors for best execution of the investment policy.
3. All broker/dealers and other securities professionals working with the County shall become familiar with and comply with this investment policy, all other applicable ordinances and policies of the County and County Treasurer's Office, and state laws, including, but not limited to the following statutes and ordinances, as they may be amended from time to time: the Campaign Reporting Act, NMSA 1978, Sections 1-19-25 through 1-19-36; the Governmental Conduct Act, NMSA 1978, Chapter 10, Article 16; the Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199; and the Santa Fe County Code of Conduct, Ordinance No. 2010-12, as amended. Any contract professionals working with the County shall acknowledge in writing that they have read and understand this investment policy and all applicable ordinances, policies, and statutes.

F. Permitted Investments :

1. The scope of investment authority of the investment officer is defined by the applicable investment statutes and constitutional provisions, principally Sections 6-10-10, 6-10-10.1, 6-10-36, 6-10-44 and 6-14-10.1, NMSA 1978, as well as Article VIII, Section 4 of the New Mexico Constitution, specifying particular types of investments that may be made by the investment officer, which establish certain prerequisites, limitations and other requirements relating to those investments. Moreover, the County Treasurer and/or board, in its discretion, may further limit or restrict those investments.
2. The County Treasurer and the Board have determined that only the following statutorily authorized investments may be made and these investments shall be subject to further limitations or restrictions as set forth below:
 - a. **United States Government Obligations (NMSA 1978, § 6-10-10(F)(2)):** Securities backed by the full faith and credit of the U.S. Government, including direct obligations of the U.S. Treasury, such as US

treasury notes and bills. Investments shall be limited to a maximum maturity of five (5) years at time of purchase.

- b. United States Government Agency and Instrumentality Obligations (NMSA 1978, § 6-10-10(F)(2)):** Securities issued by U.S. Government agencies or instrumentalities but which are not backed by the full faith and credit of the U.S. Government. These securities include, but are not limited to, Federal Farm Credit Bank ("FFCB"), Federal Home Loan Bank ("FHLB"), Federal Home Loan Mortgage Association ("FHLMC"), Federal National Mortgage Association ("FNMA"), and Government National Mortgage Association ("GNMA"). Investments in US Government Agency and Instrumentality Obligations shall be limited to a maximum maturity of five (5) years at time of purchase.
- c. Repurchase Agreements (NMSA 1978, § 6-10-10(H)):** Contracts for the present purchase and resale at a specified time in the future of specific securities at specified prices at a price differential representing the interest income to be earned by the County.
- i. The contract shall be fully secured by obligations of the United States or other securities backed by the United States having a market value of at least one hundred two percent (102%) of the contract.
 - ii. Repurchase agreements (other than bond proceeds) shall be limited to a maximum maturity of one (1) year with no exception or other provision for repurchase agreements that are VRNs. Flexible repurchase agreements shall be restricted to bond proceeds (with a maximum maturity of three (3) years). Providers of repurchase agreements and flexible repurchase agreements shall have an investment grade rating.
 - iii. Subject to the prior approval of the governing body with respect to the custodial undertaking agreement, tri-party repurchase agreements are proper investments under this policy.
 - iv. The investment officer will enter into repurchase agreements only with approved primary reporting dealers, banks and other financial institutions having a net worth in excess of \$500 million provided that:
 1. Preference will be given to a provider that is rated in one of the top two rating categories by all national rating agencies, without regard to qualifier, numerical or otherwise;
 2. If during its term, the provider's net worth falls below \$500 million or its rating is withdrawn, suspended, or falls below the top two rating categories, without regard to qualifier, numerical or otherwise, the provider must supply a guarantee of, or assign the agreement to an institution meeting these requirements or collateralize the agreement in accordance with industry-published criteria within ten days after it receives notice from the County of the remedy the policy requires. In the event the provider fails to provide the specified remedy in the timeframe noted, the provider must immediately repurchase all collateral and terminate the agreement with no penalty or premium to the County;

3. A master repurchase agreement or other specific repurchase agreement, reviewed and approved by independent legal counsel chosen by the County Attorney in each case, governs the transaction;
4. The securities are held, free and clear of any lien, by the County's fiscal agent or its designee acting solely as agent for the County, and such fiscal agent or designee is (i) a federal reserve bank or (ii) a bank which is a member of the federal deposit insurance corporation and which has combined capital, surplus and undivided profits of not less than \$25 million;
5. A perfected first security interest in such securities is created for the benefit of the County under the Uniform Commercial Code or procedures prescribed in applicable federal regulations for creating and perfecting security interests in book-entry securities, ;
6. The market value of the collateral including accrued interest must be equal to 102% of the amount of cash transferred by the County to the dealer bank or security firm under the repurchase agreement plus accrued interest. If the market value of the collateral slips below 102% of the value of the cash transferred plus accrued interest, then additional cash and/or acceptable securities must be delivered as collateral to the third party custodian sufficient to cure any deficiency; and
7. For repurchase agreements with terms to maturity of greater than one (1) day, the County will value the collateral securities continuously. If additional collateral is required, then that collateral must be delivered within one business day. If a collateral deficiency is not timely corrected, remedial action will be taken, which may include the liquidation of the collateral securities.

d. Bank, Savings and Loan Association or Credit Union Deposits:

Deposits are allowed in certified and designated New Mexico financial institutions, per the requirement in the New Mexico Constitution Article VIII, Section 4, whose deposits are insured by an agency of the United States. All deposits will comply with state statute and policies of the governing body related to interest rate and collateral requirements. CD deposits shall not be made with custodial banks. A deposit in any credit union shall be limited to the amount insured by an agency of the United States.

e. Federally Insured Brokered Certificates of Deposits, Certificate of Deposit Account Registry Services (CDARs), and Cash Accounts (NMSA 1978, § 6-10-10(F)(3)):

Investments in brokered certificates of deposits, CDARs, and cash accounts must be made so as to ensure that the principal and interest are fully federally insured at all times. CDARs are purchased through an approved financial institution.

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f. Bonds or Negotiable Securities of the State of New Mexico and New Mexico Counties, Municipalities, and School Districts (NMSA 1978, § 6-10-10(F)(1)): The investment officer may also invest in bonds or negotiable securities of the State of New Mexico or of any county, municipality, or school district within the state which has a taxable valuation of real property for the last preceding year of at least one million dollars (\$1,000,000.00) and which has neither defaulted in the payment of any interest or sinking fund obligation, nor failed to meet any bonds at maturity at any time within five (5) years last preceding. Such investments are limited to bonds or securities that at the time of purchase are investment grade and have a final maturity of up to three years. If the rating declines below investment grade, the investment officer shall notify the members of the investment committee in writing within one business day. The committee will recommend an appropriate course of action at its next regular meeting or may elect to meet sooner to determine a course of action.

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g. Government Money Market Mutual Funds (NMSA 1978, § 6-10-10(G)):

Shares of an open-ended diversified investment company that:

- i. is registered with the United States Securities and Exchange Commission;
- ii. complies with the diversification, quality and maturity requirements of Rule 2a-7, or any successor rule, of the United States securities and exchange commission applicable to money market mutual funds; assesses no fees pursuant to Rule 12b-1, or any successor rule, of the United States securities and exchange commission, no sales load on the purchase of shares, and no contingent deferred sales charge or other similar charges, however designated;
- iii. is invested only in United States Government and Agency Obligations and repurchase agreements secured by such obligations;
- iv. has assets under management of at least one billion dollars (\$1,000,000,000);
- v. is rated AAA or equivalent by a nationally recognized rating agency.

Santa Fe County shall not, at any time, own more than five (5) percent of a government money market mutual fund's assets.

h. Local Government Investment Pool (NMSA 1978, § 6-10-10.1):

Funds may be invested in the Local Government Investment Pool (LGIP) managed by the NM State Treasurer. Funds invested in the LGIP will not exceed the total sum of One Million Dollars (\$1 million). Bond proceeds may not be invested in the LGIP.

j. New Mexico Finance Authority Bonds (NMSA 1978, § 6-21-19):

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Funds may be invested in bonds issued under the authority of the New Mexico Finance Authority Act, NMSA 1978, Chapter 6, Article 21.

G. Risk: The County recognizes that any portfolio of marketable investment securities is subject to interest-rate risk. To limit the possibility of loss of principal due to interest rate fluctuations, the investment officer will make reasonable efforts to match investments with anticipated cash requirements. The investment officer shall give particular emphasis to the following factors when selecting a specific security for inclusion in an investment portfolio:

1. **Relative Yield to Maturity:** Comparison of return available from alternative investments for comparable maturity dates.
2. **Marketability:** Analysis of relative marketability of alternate investments in case of forced sale or possibility of future trades.
3. **Intermarket Yield Analysis:** Analysis of the spread relationship between sectors of the market, i.e. treasury bonds or bills versus agency bonds or discount notes, to take advantage of aberrations in yield differentials.
4. **Yield Curve Analysis:** Analysis of the slope of the yield curve to determine the most attractive maturities for earning maximum return with minimal risk.
5. **General Economic and Interest Rate Outlook:** Review and analysis of current literature on interest rate projections to assist in timing transactions and selecting appropriate maturities.

H. Risk Mitigation Factors: Diversification and Maturity Constraints: It is the policy of the County to diversify the investment portfolios. Investments shall be diversified to reduce the risk of loss resulting from an over concentration of assets in a specific maturity, a specific issuer or a specific class of securities. The following diversification limitations, at the time of purchase, shall apply to each portfolio:

1. Investment maturities will be laddered to avoid undue concentration of assets in a specific maturity sector and to meet cash flow requirements.
2. Investment in callable debentures is permitted, but the amount invested in callable instruments should not exceed twenty-five percent (25%) of the total amount invested of each portfolio.
3. Certificate of deposit (CD) deposits at any single financial institution shall not exceed 25% of an investment portfolio. Except for federally insured brokered CDs, CD deposits may only be made in NM financial institutions, per the requirement in the New Mexico Constitution Article VIII, Section 4, with preference given to CD deposits with local financial institutions.
4. Investments in United States agency obligations issued by any single agency shall be limited to thirty-five percent (35%) of a portfolio.
5. Investments in repurchase agreements from any single provider shall be limited to twenty-five percent (25%) of a portfolio.
6. Municipal securities will be limited to fifteen percent 15% of a portfolio. Securities issued by a single municipal entity shall be limited to five percent (5%) of a portfolio.

Diversification Summary:

Allowable Securities	Max Stated Final Maturity	Diversification Limits
US Treasury Obligations	5 years	100%
US Agency Obligations	5 years	100%, 35% per issuer
Municipal Securities	5 years	15%, 5% per issuer
Repurchase Agreements	3 years for bond proceeds/1 year for all other funds	25% per counterparty
Gov't Money Market Funds	Overnight	5%
NM LGIP	Overnight	\$1,000,000
Callable or Variable Rate Securities	5 years	25%
Certificates of Deposit	5 years	25% per issuer

Duration: In addition to the final stated maturity limits set forth in the chart above, the County will limit the average duration of the portfolio to a range of 2-4 years, except for the Core Portfolio described in Section III(I). The maximum actual average duration requirement will be agreed upon by the County Treasurer and Board of Finance, during the Treasurer's strategy presentation to the Board of Finance. The agreed upon maximum duration shall be noted in the minutes of the Board of Finance meeting and will remain the same unless a change is agreed upon at a subsequent Board of Finance meeting. If the actual average duration is greater than the maximum established by the Board of Finance, the County Treasurer shall present a plan to the Board of Finance to bring the actual average duration below the established maximum actual average.

I. Core Portfolio: Notwithstanding anything in this Policy to the contrary, the County Treasurer may propose, and the Investment Committee may authorize, funds to be invested in investments the maximum stated final maturity of which is at least 5 years but not longer than 10 years from the date of purchase. Such investments shall be part of the Core Portfolio, which is hereby created. The market value of the Core Portfolio shall not exceed \$25 million.

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J. Anticipated Cash Flow Requirements and Maximum Maturity of Investments: In consultation with the County Finance Department Director, the County Treasurer will project the short-term and long-term cash needs to determine the amount available for short-term and long-term investment and report this information to the investment committee and Governing Body monthly.

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The County investments will be laddered to match cash flow projections and be consistent with the applicable maturity limits in this policy.

K. Limitation on the Purchase of Premium Bonds: Premium bonds shall not be purchased unless:

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1. the bonds are non-callable;
2. the bonds' maturity date is within the applicable maturity limits set forth in this policy; and
3. the Investment Officer reasonably expects to hold the bonds to maturity.

L. Investment of Bond Proceeds. Bond proceeds shall be invested in accordance with any investment restrictions, including collateral requirements, set forth in the bonds or resolutions and ordinances authorizing the issuance and sale of the bonds and, to the extent consistent with those restrictions, this Policy. The County Finance Department Director shall inform the County Treasurer of:

1. any such restrictions at the time bonds are sold; and
2. any yield restrictions that arise prior to the bond proceeds being fully expended.

M. Competitive Selection of Investment Instruments:

1. It will be the policy of the County to transact all securities purchases or sales only through a formal and competitive process that obtains at least three offers or bids. When purchasing a security, the investment officer will accept the offer, which provides (a) the highest rate of return within the maturity required and considering the credit quality of the investment; and (b) optimizes the investment objectives of the overall portfolio. When selling a security, the investment officer or its agent will select the bid that generates the highest sale price.
2. Electronic trading is the preferred option for the purchase or sale of investment instruments.
3. Offers or bids for securities may be received from approved broker/dealers or issuers of qualified securities as defined in Section III.F by any of the following means:
 - a. by e-mail or other form of electronic communication;
 - b. through an electronic trading platform;
 - c. from inventory listings supplied by approved broker/dealers; and
 - d. by phone with detailed documentation.
3. It will be the responsibility of the personnel involved with each purchase/sale to produce and retain written records of each transaction including the name of the financial institutions offering or bidding on securities, the authorized contact at the financial institution (except in the case of electronic trading), the rate or price quoted, description of the security, investment or bid selected, and any special considerations that had an impact on the decision. If the lowest priced security (highest yield) was not selected for purchase or the highest bid was not selected for sale, an explanation describing the investment objective prompting the investment/sale will be included in this record.
4. The investment officer or designee (designees) shall authorize all investment transactions. Executed trade documents shall be reviewed for compliance daily.
5. All trade fails or compliance violations are to be documented in an error report on the day that they are discovered and shall disclose the reason for each error. Errors shall be summarized in a report to the investment committee even if corrected by the broker/dealer.
6. The policy regarding the competitive selection of securities does not apply to certificates of deposit or direct purchases per subsection F.2.d where the rate is set by agreement between the bank and the County.

N. Trading:

1. The investment officer shall monitor the contents of the portfolio, the available markets and the relative values of competing instruments, and adjust the portfolio accordingly to achieve the investment objectives.
2. Each executing broker/dealer must confirm the time of execution and price and disclose whether principal or agent.

O. Safekeeping and Custody:

1. All investment securities purchased by the County, held as collateral on repurchase agreements or held as collateral on securities lending arrangements shall be held in third-party safekeeping at a fiduciary qualified to act in this capacity. All securities held for the County's portfolios will be held free and clear of any lien and all transactions will be conducted in compliance with Section 6-10-10(O) NMSA 1978, which requires contemporaneous transfer and same day settlement. On a monthly basis, the custodian will provide reports, which list all transactions that occurred during the month and all securities held for the County at month-end, including the book and market value of holdings.
2. The fiscal agent and representatives of the custodian responsible for, or in any manner involved with, the safekeeping and custody process of the County shall be bonded in amounts required by the governing body under its custody agreement to protect from losses, from malfeasance and misfeasance.

P. Collateral Policy:

Deposits shall be collateralized at 102% of market value of eligible securities. The market value of collateral and copies of collateral shall be submitted to the County Treasurer's office monthly. Such collateral shall be held by an independent third party financial institution acceptable to the County. Securities eligible as collateral are those defined under State Law (Section 6-10-16 NMSA 1978). Collateral shall be held in a custodial bank, per Section 6-10-21 NMSA 1978, and shall be subject to a security interest in favor of the County, per Section 6-10-18 NMSA 1978.

Securities held for collateral will comply with this policy in terms of maximum maturity and allowable investments.

Q. Selection of Investment Advisors, Consultants/Managers: The County may use an investment advisor, consultant and/or manager for the investment of securities in accordance with the following rules:

1. The firm or individual shall be selected in accordance with the Procurement Code and the County's procurement policies, rules, and regulations;
2. The firm and individual shall be registered under the Investment Adviser Act of 1940;
3. Prior to execution and prior to any renewal of each and every contract, the County Treasurer must obtain approval by the Board; and . Approval of a contract requires that the investment advisor, consultant and/or manager must provide in writing to the County:
4. All investment advisor contracts must require the investment advisor, consultant or manager to report quarterly, in writing, to the investment committee. The report shall (i) establish performance benchmarks for the County's portfolios, and (ii) review recommended investments, portfolio strategies and/or performance against established benchmarks. The report shall be included in the investment officer's next monthly report. Performance benchmarks established by the investment officer and/or the investment advisor must be approved by the investment committee.

- R. Performance Benchmarks:** The investment portfolio shall be designed and managed with the objective of obtaining a market rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and cash flow needs of the County.
1. Short-term funds (liquidity) and funds that must maintain a high degree of liquidity will be compared to an appropriate short-term index.
 2. Medium term investment and other funds (core) that have longer terms shall be compared to indices of similar duration.
- S. Selection of Depositories and Securities Brokers/Dealers:** When selecting depositories, consideration will be given to minimizing risk, protecting investment capital and obtaining the best purchase or sale price. The following guidelines will be used in selecting depositories and securities broker/dealers.
1. **Depositories:** In selecting financial institutions for the deposit of County funds, the investment officer will consider the credit worthiness of the institutions.
 - a. The investment officer, through its collateral compliance and risk assessment program, will monitor the financial institutions' credit characteristics and financial history throughout the period in which County funds are deposited.
 - b. Each depository will be required at all times to collateralize County deposits at the level required by the collateral policy (see section III.M of this policy) and the depository agreement adopted by the Board.
 2. **Securities Broker/Dealers:**
 - a. Broker/dealer firms, including brokers, dealers and/or individual employees of these firms, that have direct contact with the County through those firms, will be selected by the investment committee and approved by the Board according to the services they offer as well as the firm's ability to offer competitive prices on securities transactions. Those broker/dealer firms that do not have direct contact with the County, but deal with a fiduciary/investment manager on behalf of the County, will be selected by that investment manager, which will be responsible for ensuring best execution utilizing their own broker/dealer list.
 - b. The broker/dealers list will be reviewed and approved by the investment committee and the Board no less than annually.
 - c. The list of approved broker/dealers will contain no fewer than nine (9) firms, at least four (4) of which are primary dealers.
 - d. To be considered, broker/dealers must meet the following criteria:
 - i. The firm must be registered as a dealer under the Securities Exchange Act of 1934.
 - ii. The firm and assigned broker must be registered with the Financial Industries Regulatory Authority (FINRA).
 - iii. The firm and assigned broker must have been engaged in the fixed income security business for at least the past five (5) consecutive years.
 - iv. The assigned broker must have a current FINRA Series 7 License.
 - e. The investment officer shall conduct a background search through the regulation and licensing department, securities division on each individual broker for criminal activity, regulatory actions by government agencies, and/or revocations or suspensions of license. In the event that such activities are

reported in an individual broker's background search, the investment officer shall notify the investment committee and the Board at the time that broker is considered for approval. The investment officer shall monitor each approved individual broker for continued compliance and annually repeat the background search from the time when the broker was approved.

3. An annual review of the financial condition and registration of broker/dealers will be conducted by the investment officer.
 4. No members or affiliates of any firm, including any of its brokers, dealers or traders, may contract with the County to provide investment advice or consultation to the investment officer during the time the firm and any of its brokers, dealers, or traders are on the broker/dealers list.
 5. For inclusion on the approved broker/dealer list, a firm and its assigned brokers, dealers or traders must provide in writing to the County:
 - a. A continuing certification that the broker/dealer firm and the assigned broker are familiar with and comply with all policies of the County and state laws regarding ethics, disclosure and conflicts of interest.
 - b. Disclosure of any campaign contributions totaling in the aggregate \$250 in the last two years made by the broker/dealer firm, any board member of the broker/dealer firm, the assigned broker, or any member of the assigned broker's family to the investment officer, or to any employee of the County, or any member of the Board, or any person running for a position on the Board. The investment officer shall provide to each broker/dealer a form for the disclosure of such contributions.
- T. Reporting Requirements:** The County Treasurer shall prepare and submit to the Board a "monthly investment report".
1. The Report shall summarize the following:
 - a. a listing of the portfolio in terms of investment securities, balances, maturities, return and other features deemed relevant;
 - b. the book and market value of all holdings;
 - c. a report of primary issues purchased and report of secondary issues purchased or sold;
 - d. a report of all commissions paid in dollars on repurchase agreements and on each transaction where the commission is disclosed;
 - e. for each approved portfolio, returns on a monthly, quarterly, fiscal year-to-date and three-year basis versus approved benchmarks;
 - f. the total investment earnings by fund for the reporting period;
 - g. report of holdings of variable rate and structured notes;
 - h. the investment strategies employed during the period;
 - i. a summary of recent market conditions, economic developments and anticipated investment conditions;
 - j. any areas of policy concern warranting possible revisions of current or planned investment policies;
 - k. a projection of the County's short-term and long-term cash needs;
 - l. all transactions where there were fewer than three bids or offers;

- m.** all sale transactions resulting in a book loss;
 - n.** all transaction errors;
 - o.** any trades between portfolios;
 - p.** all changed allocations; and
 - q.** any loss of market value, reduced yield or return on a particular security. The situation causing the loss of market value, reduced yield or return must be closely monitored and evaluated to ensure that any decision to hold or sell the particular security is based on the best publicly available information.
- 2.** The report shall include an appendix that discloses all transactions during the month. The monthly and annual investment reports submitted to the governing body shall contain sufficient information to permit the independent investment consultant hired pursuant to Section III.P to evaluate the performance of the investment program.

VII. APPROVAL:

**Santa Fe County
Board of Finance**

Chair

Date:

ATTEST
Santa Fe County Clerk

County Clerk

Date:

**Santa Fe County
Treasurer**

County Treasurer

Date:



SFC CLERK RECORDED 11/30/2016

Henry P. Roybal
Commissioner, District 1
Miguel M. Chavez
Commissioner, District 2
Robert A. Anaya
Commissioner, District 3



Kathy Nolan
Commissioner, District 4
Liz Stefanics
Commissioner, District 5
Katherine Miller
County Manager

Date: October 24, 2016
To: Board of County Commissioners
From: Penny Ellis-Green, Growth Management Director and Land Use Administrator
Via: Katherine Miller, County Manager
Re: Request to Publish Title and General Summary of Ordinance 2016-___, An Ordinance Amending And Restating In Its Entirety The Santa Fe County Sustainable Land Development Code (SLDC), Ordinance 2015-11.

SUMMARY:

On October 20, 2016 the Planning Commission reviewed and heard and acted upon the amendments to the SLDC.

At that meeting staff proposed four additional changes as follows:

1.3. EFFECTIVE DATE. The SLDC became effective on January 15, 2016. The amendments enacted by Ordinance No. 2016-2 became effective on April 30, 2016. The amendments enacted by Ordinance No. 2016-___ shall become effective thirty (30) days after that Ordinance is recorded with the County Clerk. ~~recording of the SLDC and the accompanying zoning map.~~

7.13.2.4. Required connection to the County, or a public water and wastewater systems. Persons ~~desiring to develop property~~ may be required to connect to the County's water and wastewater utility for water and wastewater service as described in ~~sub~~Section 7.13.3, or connect to a public or publicly-regulated water and wastewater system as described in ~~sub~~Section 7.13.4, or to self-supply water and wastewater service as described in ~~sub~~Section 7.13.5. In addition, provision of water and wastewater services by the County utility or public water and wastewater systems is required as a condition of certain zoning districts.

8.10.2.8. Infrastructure Requirements. Publicly owned and/or maintained utilities shall be placed in public roads or easements that are a minimum of 16 feet in width unless a narrower width is approved by the applicable utility. Dead-end easements shall not be permitted unless an approved vehicular turnaround is provided at the end of each such easement. New PD districts shall at a minimum include public water and wastewater services provided by County utility or public water and wastewater systems.

Public or Publicly-Regulated Water and Wastewater System, Public Water System, Public Wastewater System: means a water or wastewater system that includes all of the following: (a) a mutual domestic water association, (b) a water and sanitation district, (c) a municipal water or wastewater utility, ~~or~~ (d) a water or wastewater system, public or private, that is regulated by the Public Regulation Commission or (e) a cooperative.

The decision of the Planning Commission was to unanimously recommend approval of the changes proposed to the SLDC in the binder of the restated SLDC.

The Planning Commission also unanimously recommended approval of the four additional changes listed above.

EXHIBITS:

Exhibit A - Additional public comments handed out at the Planning Commission Meeting

PROPOSED REVISION TO SECTION 7.17.10.3

7.17.10.3. Disturbed Area Limitation.

1. The disturbed area on any lot shall not exceed (a) 12,000 square feet for lots less than 5 acres in size or (b) an area equal to ten percent (10%) of the total size of the lot for lots that are five acres or more in size. ~~twelve thousand (12,000) square feet.~~ The location and calculation of the disturbed area on the lot shall be identified on the site development plan.
2. All construction staging areas shall be fenced prior to construction to prevent damage to all areas that are not designated as the disturbed area on a lot.
3. Utility corridors, septic leach fields, construction staging areas and any other portion of the designated disturbed area that is not occupied by improvements shall be revegetated.
4. Walls or fences shall be included in calculating disturbed area when such walls or fences are impermeable with respect to overland sheet flow of water or would inhibit water infiltration.



[Limits Production Per Year]

Date: July 14, 2016

To: "Ross Lockridge"

Ross - The most common federal and state regs for small miners limit production to 10,000 tons per year. In reality most "small miners" typically produce much less but I imagine the sand and gravel folks might spread their operations out and run close to that limit in many cases for periods of time.

Jim K

From: "Jim Kuipers"

Subject: Further Input on Sand / Gravel Mining—Depth

Date: July 18, 2016

To: "Ross Lockridge"

Ross,

I'm not sure what folks use in each case but 110#/cubic ft is a relatively standard figure for density of sand or gravel.

For one acre, 20,000 tons x 2000#/ton x cubic ft/110# x acre/43,560 square ft = 8.4 ft depth.

If they then mine the same volume from five acres you spread out the operations and get 1/5th the depth or 1.7 ft depth.

Keep in mind that the same acreage also has to apply to any roads, stockpiles or other areas, so as a rule of thumb I'd suggest 50% of the area is actually mined at any given time. So that would mean double the depths calculated above as a result.

Jim K

Data for Keeping Small Sand/Gravel Mine's Affected Area Under 5 Acres

~

Concerning Changes to Santa Fe County's Code, SLDC

Section 10.19. Small Scale Sand and Gravel Extraction

The information below, letters from Jim Kuipers, P.E., suggests that the affected area or a cut-off acreage for small sand and gravel mines can be contained under five acres (instead of ten). When one understands the limits of tonnage (& volume) to be extracted to the acres needed, it becomes apparent that under five acres, including the staging area, is area enough and a better match for the acreage to tonnage ratio.

Containing the affected area of a small mine to under 5 acres can result in a better layout for a mine with reduced environmental impacts, and consequently reduce the area needed for reclamation.

From: Jim Kuipers [Professional Engineer (PE Mining/Minerals)]
Subject: How may tons of sand / gravel can an 18 wheeler carry?
Date: July 13, 2016
To: Ross Lockridge [Emphasis added by RL, of the RCA]

Ross,

This is from the NM Motor Transportation Division "Truckers Guide" - The maximum allowable weight per tire is 600 pounds per inch of tire width. The maximum allowable weight for a single axle is 21,600 pounds. The maximum allowable for a four foot (4') tandem axle is 34,320 pounds. The maximum legal weight for the vehicle or vehicle combination shall not exceed 86,400 pounds.

If you assume the vehicle combination weighs 10,000 lbs empty, then you would have a 76,400 lb (38.2 tons) carrying capacity.

Miners think more in terms of volume when it comes to trucks and pups. If you have a fifteen cubic yard truck and ten cubic yard pup (trailer) you have 25 yards total. If the material weighs 110 lb/cubic foot then you have 25 yards x 27 ft³/yard x 110 lb/ft³= 74,250 lb or roughly 37 tons. So even if they ignore the regulations it is unlikely they will be over-weight unless they overfill.

Jim K

From: "Jim Kuipers"
Subject: RE: How may tons of sand / gravel can an 18 wheeler carry?

JAMES R. KUIPERS, P.E.
P.O. Box 145, Wisdom, MT 59761
Phone (406) 689-3464
E-mail jkuipers@kuipersassoc.com

SUMMARY OF EXPERIENCE

Over 32 years experience in mining and environmental process engineering design, operations management, regulatory compliance, waste remediation, reclamation and closure, and financial assurance. Over 15 years experience providing technical assistance to public interest groups and tribal, local, state and federal governments on technical aspects of mining and environmental issues.

EDUCATION

Montana College of Mineral Science and Technology, B.S. Mineral Process Engineering, 1983.

PROFESSIONAL REGISTRATION

Professional Engineer (PE Mining/Minerals): Colorado (No. 30262), Montana (No. 7809 & Corp. No. 197)

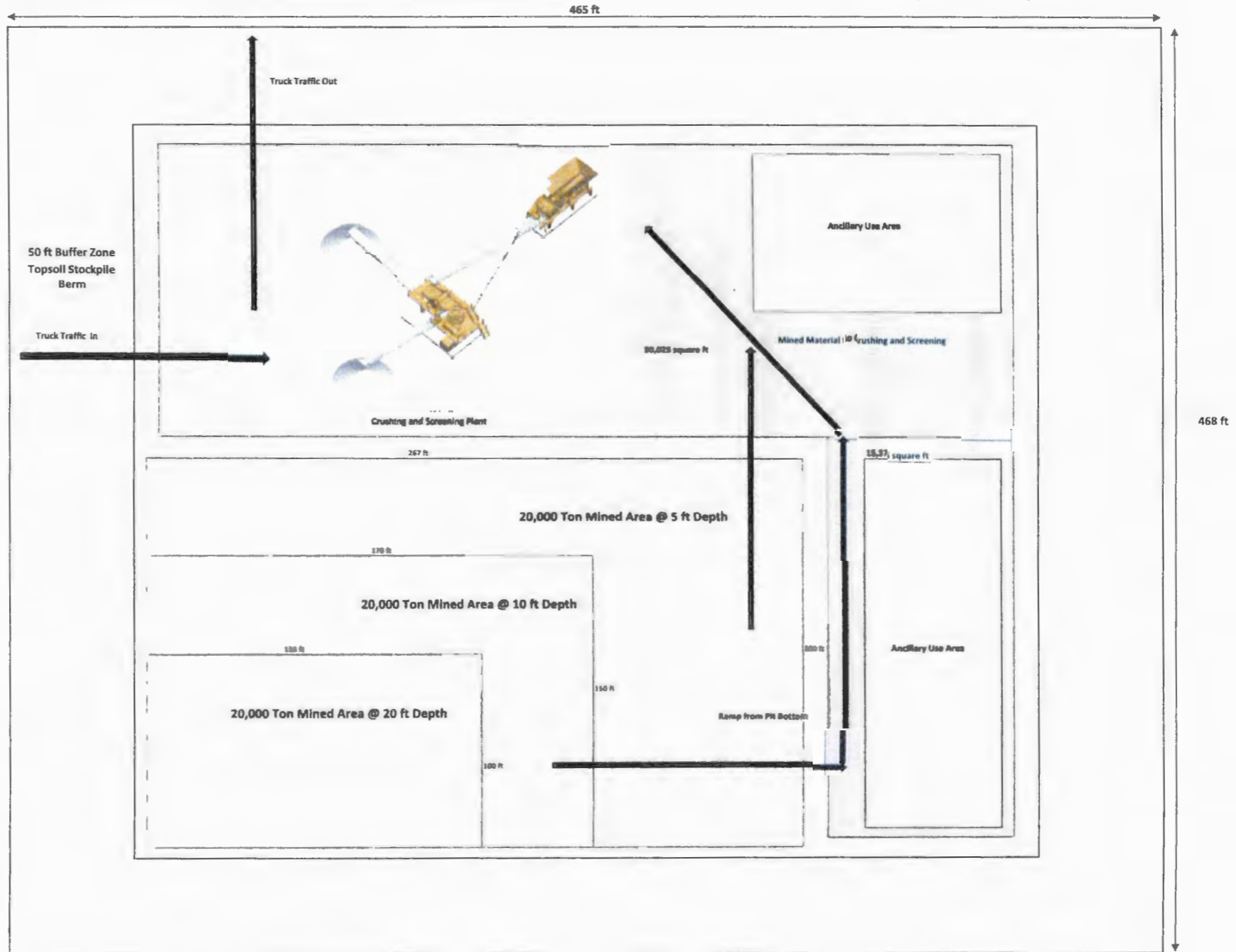
PROFESSIONAL EXPERIENCE

1996 to Present **Kuipers & Associates/J. Kuipers Engineering, Butte, MT.**

- *ABN AMRO Bank, Netherlands*: Consulting Engineer, confidential mine evaluation.
- *Amigos Bravos, Taos, NM*: Consulting Engineer, Molycorp Questa Mine, technical review committee and working group member in reclamation and closure/closeout permitting and bonding process.
- *Anaconda Deer Lodge County, MT*: Consulting Engineer/Project Manager, Anaconda Superfund Site, provide technical services related to institutional controls, property conveyance and redevelopment, property and facility operation and maintenance, review of regulatory documents, renewable energy development, air and water monitoring and other tasks related to county involvement in Superfund activities.
- *Bannock Technologies, Pocatello, ID*: Consulting Engineer, Shoshone Bannock Tribe mining oversight project studies.
- *Blackfoot Legacy, Lincoln, MT*: Consulting Engineer, McDonald Project, review of project feasibility and environmental issues.
- *Border Ecology Project, Santa Fe, NM*: Consulting Engineer, Cananea Project (Mexico), consulting engineer mine reclamation and closure planning.
- *Cabinet Resource Group, Noxon, MT*: Consulting Engineer, Rock Creek Project, review of proposed tailing impoundment.
- *Clark Fork River Technical Advisory Committee, Missoula, MT*: Technical Advisor, Clark Fork River and Milltown Reservoir Operable Units, Upper Clark Fork Basin Superfund Sites.

Figure 1 - 5 Acre 20,000 Tons Total Sand and Gravel Operation Conceptual Layout

Scale 100 ft



September 22, 2016

To: Ross Lockridge, Rural Conservation Alliance

From: James R. Kuipers, P.E., Consulting Engineer

Re: **5 Acre 20,000 Ton Mine Plan Layout**

Please see the attached Figure 1 depicting a conceptual layout for a 5 acre 20,000 ton sand and gravel mining operation. The layout, as described below, shows how the quantity and area are commensurate with each other in allowing for technically feasible mining operations to occur should that combination of limitations be implemented in regulations.

Figure 1 shows a typical five-acre (266,667 square feet) site. The outer dimensions depicted in Figure 1 are for a square five-acre site with dimensions of 465 ft x 468 ft. The next inner dimension depicted shows a 50 ft buffer zone around the mining area. This buffer zone would typically be utilized to store topsoil/growth medium from the disturbed area within the site that would also serve as a visual barrier and/or might include access roads into the site.

20,000 tons of in-place sand and gravel material, assuming a density of 150 lbs/cubic feet, would result in mining 266,667 cubic feet of material. Conceptually, if one foot of material was mined, then the operator would require the entire five-acre, 266,667 square ft site. However, typical sand and gravel deposits are at least 5 ft in depth, and in most cases a greater depth of material is mined. The yellow shaded area shows at its outer extent the area (53,333 square feet) that would be required if the mine were to extract 20,000 tons to a depth of five feet, with the next extent showing the area (26,667 square feet) that would be required if mining took place to a depth of 10 feet, and the inner extent shows the area (13,333 square feet) that would be required if mining took place to a depth of 20 feet. The area required for actual mining would occupy from 0.3 acres to 1.2 acres.

As indicated by the grey shaded area in Figure 1, this leaves at least 1.5 acres for ancillary requirements such as material stockpiles, crushing and screening equipment, truck parking and turn-around, etc. A 100 ton per hour mobile crushing and screening plant of approximate corresponding dimension is superimposed on the drawing for reference to show the amount of room which might typically be occupied by crushing and screening operations as well as product stockpiles for a small gravel and sand mining operation. In addition, the internal flow of loader and/or truck traffic, including a provision for a ramp from the bottom of the mine area, and truck traffic in and out of the site carrying produced material, is also shown. The highly portable nature of the typical crushing and screening plant used for the type of sand and gravel operation depicted, as well as the variability in means to move material to and from the mined area and to and from the mine site allows for enough flexibility that numerous aspects such as limited access and access opposite residential areas can be addressed. Ancillary areas for other uses such as office, parking, vehicle storage and loading are also depicted in Figure 1.

The five-acre 20,000 ton mine combination is a common regulatory requirement for small sand and gravel operations in many U.S. jurisdictions, and in no case that I know of have restrictions in that regard resulted in the inability of an operator choosing to produce 20,000 tons over a two-year period, to be able to do so within five acres. It is my experience that in many cases operators conduct concurrent reclamation and in so doing, mine additional tons and disturb additional acreage while at the same time reclaiming the same amount of acreage, so their total disturbance never exceeds five acres. I have seen operations sustained over tens of years in this fashion.

Santa Fe County 6-Month SLDC Review
Proposed Amendment Concerning the Scale of Mine Zones
October 20, 2016
Ross Lockridge & Ann Murray, Cerrillos
471-9182

Here are a few observations that we think are supported by the math and experience of Jim Kuipers, P.E.

Mr. Kuiper's 5 Acre 20,000 Ton Mine Plan Layout with a memo explaining that five acres for a 20,000 ton gravel mining operation is sufficient in size, is very persuasive and supports the following:

—With more efficient, focused mining practices, there is the opportunity to protect a few more acres in the County from unnecessary negative environmental impacts, making an operation more sustainable, easier to oversee and reclaim.

—Within a 5 acre zone there's enough room not only for the mining and staging, but if desired, room for a 50 foot buffer around the mining area inside the zone. As Jim Kuipers, P.E. notes, this "would typically be utilized to store topsoil/growth medium from the disturbed area within the site that would also serve as a visual barrier and/or might include access roads into the site."

—The acreage amendment will be easy for Staff to make as there are only 5 places in the code where the number 10 would simply be changed to 5: one change would be made in Section 10.19. Small Scale Sand and Gravel Extraction, and four would be made in Article XVII, large scale DCIs.

—This amendment concerns the mine zone's acreage only. It will not affect the limits in tonnage. The amendment is a simple change in number from 10 to 5.

—"The five-acre 20,000 ton mine combination is a common regulatory requirement for small sand and gravel operations in many U.S. jurisdictions...." *Jim Kuipers, P.E., Memo, 9/22/16*

Henry P. Roybal
Commissioner, District 1

Miguel M. Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

DATE: October 19, 2016
TO: Board of County Commissioners
FROM: Bill Taylor, Purchasing Director
VIA: Katherine Miller, County Manager
Jeffrey Trujillo, ASD Director
Michael Kelley, Public Works Department Director



ITEM AND ISSUE: Approval of Change Order No. 4 in the Amount of \$282,846.49 to Contract #2016-0067-PW/BT, for a total contract amount of \$3,075,708.51, with Weil Construction Company for the Stanley Cyclone Center Project and Authorization for the County Manager to Sign the Purchase Order (Public Works/Mark Hogan)

ISSUE: Change Order #4 to the Stanley Cyclone Center Construction Contract

On September 29 of 2015, the Board of County Commissioners executed Construction Contract #2016-0067-PW/BT with Weil Construction Company for an amount of \$2,420,400 plus NM GRT. Three change orders have been executed for this contract bringing the project cost to \$2,792,862.02. This request is to grant Board Approval of Change Order #4, authorizing an additional \$282,846.49 in costs bringing the total project cost to \$3,075,708.51. The existing project budget can accommodate this change order.

The amount of change order No. 4 increases the original contract amount by more than 10% and therefore requires Board of County Commissioners ratification pursuant to Resolution 2012-57, Section 10.B.

BACKGROUND:

The specific items and costs are listed on the attached change order. The additional grading and drainage responds to NMED concerns with the Septic Field conditions. The Commercial Kitchen Upgrades and added Curb and Gutter result from owner requested changes. The approval of Change Order #4 will result in a new contract amount of \$3,075,708.51

ACTION REQUESTED:

Please approve the increase of contract #2016-0067-PW/BT to \$3,075,708.51 plus NM GRT and authorize the County Manager to sign the Purchase Order.

Attachments: 1.) Change Order #4
2.) Change Order Log

102 Grant Avenue · P.O. Box 276 · Santa Fe, New Mexico 87504-0276 · 505-986-6200
FAX: 505-995-2740 www.santafecountynm.gov

SFC CLERK RECORDED 11/30/2016

MEMO

PROJECT: Stanley Cyclone Center
CONTRACTOR: Weil Construction
CHANGE ORDER NO: Four
ARCHITECT/ENGINEER: Lorn Tryk Architects, PC

PROJECT NO: 2016-0067-PW/BT

CHANGE ORDER DESCRIPTION, JUSTIFICATION AND EVALUATION

1. Add concrete curb and gutter at front parking lot \$50,813.87
This item is an Owner request to provide a more finished edge to the gravel surface visitor parking lot.
The price is fair and reasonable.

2. Add grading and drainage improvements \$14,932.44
This item is an Owner request to remove the existing stormwater detention ponding area at the south side of the building and increase the western stormwater detention area a commensurate amount, in order to create more exterior useable area. This item also includes a drain pipe extension and barrier berm requested by NM Environment Department to protect the septic leach field from possible stormwater damage.
The price is fair and reasonable.

3. Improve concessions room into full commercial kitchen \$217,100.18
This item is an Owner request to improve concessions room into full commercial kitchen. The price includes new commercial range and hood, fire suppression system, work tables, refrigerator and freezer, 3 compartment sink, wash-up sink, and new washable finishes.
The price is fair and reasonable.

EXHIBIT I
CHANGE ORDER #4

PROJECT: Stanley Cyclone Center
 CONTRACTOR: Weil Construction
 CHANGE ORDER NO: Four
 ARCHITECT/ENGINEER: Lorn Tryk Architects, PC
 PROJECT NO: 2016-0067-PW/BT
 Contractor Telephone: 505-899-3535
 Contractor e-mail: chris@weilconstruction.com
 ENGINEER'S/ARCHITECT'S PROJECT NO: 1402

CHANGE ORDER JUSTIFICATION

See attached memo.

You are directed to make the following changes in this Contract:

Add commercial Kitchen Upgrades	\$217,100.18
Add Curb and Gutter to Parking Planting Areas	\$ 50,813.87
Add Drainage Improvements	\$ 14,932.44
 Total this Change Order	 \$282,846.49

NOT VALID UNTIL SIGNED BY BOTH THE COUNTY AND THE ARCHITECT/ENGINEER.
Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The Original Contract Sum was	\$2,420,400.00
Net change by previously authorized Change Orders	\$ 372,462.02
The Contract Sum prior to this Change Order was	\$2,792,862.02
The Contract Sum will be increased by this Change Order in the amount of	\$ 282,846.49
The new contract Sum including this Change Order will be	\$3,075,708.51

The Contract Time will be extended by 56 days.

The date of Substantial Completion as of the date of this Change Order therefore is: January 20, 2017

STANLEY CYCLONE CENTER

iwiCR 34 - Additional Curb and Gutter - Revised										
Description	Unit	Qty	Labor	Total Labor	Material	Total Mat.	Equipment	Total Equip.	Sub	Total
Foreman coordination	hr	80	45.00	\$3,600.00		\$0.00		\$0.00	\$0.00	\$3,600.00
Move Gravel for Curb Placement	sf	2812	0.80	\$2,249.60		\$0.00	0.26	\$717.06	\$0.00	\$2,966.66
Grade	sf	2556	0.80	\$2,044.80		\$0.00	0.15	\$383.40	\$0.00	\$2,428.20
Form Set & Finish curb and gutter	lf	1420	7.50	\$10,650.00	\$5.85	\$8,307.00	0.50	\$710.00	\$0.00	\$19,667.00
Strip forms	sf	2556	0.26	\$664.56		\$0.00		\$0.00		\$664.56
Back fill Crusher fines and Landscaping	sf	2812	0.22	\$618.64		\$0.00		\$0.00		\$618.64
Provide and install 4-8" Rip rap at curb cuts and touch up landscaping gravel following curb and gutter installation.	ls	1		\$0.00		\$0.00		\$0.00	\$5,359.00	\$5,359.00
				\$0.00		\$0.00		\$0.00	\$0.00	\$0.00
				\$0.00		\$0.00		\$0.00	\$0.00	\$0.00
Totals				\$19,827.60		\$8,307.00		\$1,810.46	\$5,359.00	\$35,304.06
Total Labor				\$19,827.60						
Labor Burden @ 35%				\$6,939.66						
Total Material				\$8,307.00						
Total Equipment				\$1,810.46						
Total General Contractor				\$36,884.72						
Total Subcontractor				\$5,359.00						
Subtotal										\$42,243.72
Builders Risk Insurance @ 0.12%										\$506.92
General Liability Insurance @ 0.4%										\$171.00
Subtotal										\$42,921.65
Overhead										\$4,292.16
Profit										\$2,360.69
Bond @ 2.5%										\$1,239.36
Subtotal										\$50,813.87
Subtotal before NMGRT										\$50,813.87
NMGRT @ 7.0%										\$3,556.97
Total Change Order Amount										\$54,370.84
Additional Time Requested for this Change Order is 0 days										

SFC CLERK RECORDED 11/30/2016

wCR 35 - Grading and Drainage Revisions - REVISED										
100616										
Description	Unit	Qty	Labor	Total Labor	Material	Total Mat.	Equipment	Total Equip.	Sub	Total
Foreman Coordination	hr	80	45.00	\$3,600.00		\$0.00		\$0.00	\$0.00	\$3,600.00
Survey	ls	1		\$0.00		\$0.00		\$0.00	\$1,800.00	\$1,800.00
Grade & compact	sf	540	0.45	\$243.00	\$0.10	\$54.00	\$ 0.50	\$270.00	\$0.00	\$567.00
Install drainage extension pipe	lf	180	1.35	\$243.00	\$3.06	\$550.80	\$ 0.60	\$108.00	\$0.00	\$901.80
Backfill and compact drainage extension pipe	cy	20	12.05	\$241.00	\$0.28	\$5.80	\$ 6.50	\$130.00	\$0.00	\$376.60
				\$0.00		\$0.00		\$0.00	\$0.00	\$0.00
Backfill, Grade & Compact SW retention pond at building perimeter	cy	28	17.00	\$476.00	\$0.95	\$28.60	\$ 6.50	\$182.00	\$0.00	\$684.60
				\$0.00		\$0.00		\$0.00	\$0.00	\$0.00
Regrade Main SW retention pond to new elevations	cy	245	3.43	\$840.35	\$0.31	\$75.95	\$ 6.50	\$1,592.50	\$0.00	\$2,508.80
				\$0.00		\$0.00		\$0.00	\$0.00	\$0.00
				\$0.00		\$0.00		\$0.00	\$0.00	\$0.00
				\$0.00		\$0.00		\$0.00	\$0.00	\$0.00
NOTE: THIS QUOTE DOES NOT INCLUDE EXPORT OF DIRT				\$0.00		\$0.00		\$0.00	\$0.00	\$0.00
				\$0.00		\$0.00		\$0.00	\$0.00	\$0.00
				\$0.00		\$0.00		\$0.00	\$0.00	\$0.00
Totals				\$5,643.35		\$712.95		\$2,282.50	\$1,800.00	\$10,438.80
Total Labor				\$5,643.35						
Labor Burden @ 35%				\$1,975.17						
Total Material					\$712.95					
Total Equipment						\$2,282.50				
Total General Contractor						\$10,613.97				
Total Subcontractor						\$1,800.00				
Subtotal										\$12,413.97
Builders Risk Insurance @ 0.12%										\$148.97
General Liability Insurance @ 0.4%										\$50.25
Subtotal										\$12,613.19
Overhead										\$1,281.32
Profit										\$693.73
Bond @ 2.5%										\$364.21
Subtotal										\$14,932.44
Subtotal before NMGRT										\$14,932.44
NMGRT @ 7.0%										\$1,045.27
Total Change Order Amount										\$15,977.71
Additional Time Requested for this Change Order is 0 days										

w/CR 36 - Additions to Kitchen										
Description	Unit	Qty	Labor	Total Labor	Material	Total Mat.	Equipment	Total Equip.	Sub	Total
Foreman	Wk	8	1,800.00	\$14,400.00		\$0.00		\$0.00	\$0.00	\$14,400.00
Truck	Wk	8		\$0.00		\$0.00	\$ 146.25	\$1,170.00	\$0.00	\$1,170.00
Phone /Lap Top	Wk	8		\$0.00	\$50.00	\$400.00		\$0.00	\$0.00	\$400.00
Chem toilet	Wk	8		\$0.00	\$50.00	\$400.00		\$0.00	\$0.00	\$400.00
Gas	gal	250		\$0.00	\$5.85	\$1,462.50		\$0.00	\$0.00	\$1,462.50
Storage Trailer	Wk	8		\$0.00	\$65.00	\$520.00		\$0.00	\$0.00	\$520.00
Clean Up	Wk	8	150.00	\$1,200.00		\$0.00		\$0.00	\$0.00	\$1,200.00
				\$0.00		\$0.00		\$0.00	\$0.00	\$0.00
Demolition				\$0.00		\$0.00		\$0.00	\$0.00	\$0.00
Remove tile	sf	100	1.60	\$160.00		\$0.00	\$ 0.45	\$45.00	\$0.00	\$205.00
Sawcut Slab for plumbing	lf	50	4.50	\$225.00		\$0.00	\$ 2.30	\$115.00	\$0.00	\$340.00
Sawcut slab for electrical conduit	lf	32	4.50	\$144.00		\$0.00	\$ 2.30	\$73.60		\$217.60
Demo slab	sf	78	2.40	\$187.20		\$0.00		\$0.00	\$0.00	\$187.20
Selective Drywall Demo	sf	200	0.80	\$160.00		\$0.00		\$0.00	\$0.00	\$160.00
Selective Metal Panel Demo	sf	25	6.40	\$160.00		\$0.00	\$ 2.00	\$50.00	\$0.00	\$210.00
				\$0.00		\$0.00		\$0.00	\$0.00	\$0.00
Concrete				\$0.00		\$0.00		\$0.00	\$0.00	\$0.00
Clean out Collars	ea	1	56.00	\$56.00	\$14.00	\$14.00	\$ 8.00	\$8.00	\$0.00	\$78.00
Patch Plumbing Trench	sf	75	5.50	\$412.50	\$3.33	\$249.75	\$ 0.54	\$40.50	\$0.00	\$702.75
Electrical patch Trench	sf	32	5.50	\$176.00	\$3.33	\$106.56	\$ 0.54	\$17.28	\$0.00	\$299.84
6" House keeping pad for Make-up Air unit 12'x6'	cy	2	102.92	\$205.84	\$175.00	\$350.00		\$0.00	\$0.00	\$555.84
6" house keeping pad of transformer 6'x6'	cy	1	102.92	\$102.92	\$300.00	\$300.00		\$0.00	\$0.00	\$402.92
Form Concrete	lf	70	3.17	\$221.90	\$2.00	\$140.00		\$0.00	\$0.00	\$361.90
Finish Concrete	cy	5	41.18	\$205.90	\$10.00	\$50.00		\$0.00	\$0.00	\$255.90
Framing / Drywall				\$0.00		\$0.00		\$0.00	\$0.00	\$0.00
Frame mechanical openings	ea	2	73.79	\$147.58	\$40.00	\$80.00		\$0.00	\$0.00	\$227.58
Frame and install ceiling access panels	ea	3	73.79	\$221.37	\$50.00	\$150.00		\$0.00	\$0.00	\$371.37
Repair Drywall Thru-out	sf	392	1.93	\$756.56	\$1.00	\$392.00		\$0.00	\$0.00	\$1,148.56
Finish Drywall Thru-out	sf	392	1.93	\$756.56	\$1.00	\$392.00		\$0.00	\$0.00	\$1,148.56
Metal Panel Trim out and Seal	sf	25	8.86	\$221.50	\$2.00	\$50.00		\$0.00	\$0.00	\$271.50
Frame & Drywall new closets	sf	192	2.32	\$445.44	\$2.00	\$384.00		\$0.00	\$0.00	\$829.44
Finishes				\$0.00		\$0.00		\$0.00	\$0.00	\$0.00
Paint	sf	848	0.73	\$619.04	\$0.45	\$381.60	\$ 0.15	\$127.20	\$0.00	\$1,127.84
Tile	sf	722	3.30	\$2,382.60	\$3.65	\$2,635.30	\$ 0.45	\$324.90	\$0.00	\$5,342.80
FRP Panels	sf	544	1.25	\$680.00	\$1.68	\$913.92	\$ 0.15	\$81.60	\$0.00	\$1,675.52
				\$0.00		\$0.00		\$0.00	\$0.00	\$0.00
Doors and Hardware				\$0.00		\$0.00		\$0.00	\$0.00	\$0.00
6070 & 3070 Birch Doors &HM frame w/ HW	ea	2	222.00	\$444.00	\$1,024.00	\$2,048.00		\$0.00	\$0.00	\$2,492.00
Kitchen Equipment				\$0.00		\$0.00		\$0.00	\$0.00	\$0.00
Refrigerator	ea	1		\$0.00		\$0.00		\$0.00	\$2,750.00	\$2,750.00
Freezer	ea	1		\$0.00		\$0.00		\$0.00	\$3,750.00	\$3,750.00
60" Gas Range	ea	1		\$0.00		\$0.00		\$0.00	\$3,975.00	\$3,975.00
72x30 Stainless Steel Work Table	ea	3		\$0.00		\$0.00		\$0.00	\$1,200.00	\$1,200.00
48x30 Stainless Steel Work Table	ea	1		\$0.00		\$0.00		\$0.00	\$300.00	\$300.00
96x30 Stainless Steel Work Table	ea	2		\$0.00		\$0.00		\$0.00	\$1,000.00	\$1,000.00
Lockers	ea	3	107.00	\$321.00	\$1,200.00	\$3,600.00		\$0.00	\$0.00	\$3,921.00
				\$0.00		\$0.00		\$0.00	\$0.00	\$0.00
Plumbing / HVAC				\$0.00		\$0.00		\$0.00	\$75,048.17	\$75,048.17
Structural support for hood	ls	1	442.75	\$442.75	\$150.00	\$150.00	\$ 150.00	\$150.00	\$0.00	\$742.75
				\$0.00		\$0.00		\$0.00	\$0.00	\$0.00
Electrical				\$0.00		\$0.00		\$0.00	\$0.00	\$0.00
Provide and install new service to kitchen, panel, outlets, hood connection, move split unit , fire alarm connection, makeup air connection.				\$0.00		\$0.00		\$0.00	\$40,398.81	\$40,398.81
				\$0.00		\$0.00		\$0.00	\$0.00	\$0.00
Site				\$0.00		\$0.00		\$0.00	\$0.00	\$0.00
Landscaping touchup	sf	300	0.55	\$165.00	\$0.34	\$102.00		\$0.00	\$0.00	\$267.00
				\$0.00		\$0.00		\$0.00	\$0.00	\$0.00

SFC CLERK RECORDED 11/30/2016

STANLEY CYCLONE CENTER

Totals				\$25,620.66		\$15,271.63		\$2,203.08	\$128,421.98	\$171,517.35
Total Labor	\$25,620.66									
Labor Burden @ 35%	\$8,967.23									
Total Material	\$15,271.63									
Total Equipment	\$2,203.08									
Total General Contractor	\$52,062.60									
Total Subcontractor	\$128,421.98									
Subtotal										\$180,484.58
Builders Risk Insurance @ 0.12%										\$2,165.81
General Liability Insurance @ 0.4%										\$730.60
Subtotal										\$183,381.00
Overhead										\$18,338.10
Profit										\$10,085.95
Bond @ 2.5%										\$5,295.13
Subtotal										\$217,100.18
Subtotal before NMGRT										\$217,100.18
NMGRT @ 7.0%										\$15,197.01
Total Change Order Amount										\$232,297.19
Additional Time Requested for this Change Order is 56 days										

NATIONAL HEATING & VENTILATING CO., INC.
SHEET METAL CONTRACTORS
 818 IRON S.E.
 ALBUQUERQUE, N.M.
 LICENSE #1076

ATTENTION: Nelson
 PROJECT: Stanley Cyclone Center Concessions
 REFERENCE:
 NHV Job : **Stanley Cylone Center Concessions**

Proposed COR#

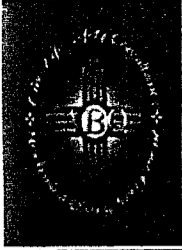
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The following is our cost proposal to add Kitchen Exhaust Fan, Make up Air Unit, Kitchen Hood, Sink, 3" Sanitary Line, Lav, and associated plumbing/ductwork

Pricing good for 30 Days *exclusions per original contract*

Equipment (MAU, EF, KH)				\$18,021.60
Absolute Mechanical (Plumbing & Refrigeration)				\$23,000.00
EB&I (Test & Balance)				\$1,349.00
Albuquerque Insulation (Mechanical Insulation)				\$5,311.67
ACS (Controls)				\$1,746.00
CA Systems (Duct)				\$5,728.50
Materials				\$1,200.00
Safety Supplies				\$150.00
Tools and Equipment Rental				\$796.75
Truck expenses				\$203.63
Detailing				\$376.00
Permits				\$157.00
Material handling	16	Hours at	\$16.50	\$173.12
Safety Director	8	Hours at	\$29.28	\$234.24
Supervision	8.00	Hours at	\$29.28	\$234.24
SMJM	80.00	Hours at:	\$28.28	\$2,262.40
Administration Costs	1.00	Hours at	\$50.00	\$50.00
Project Manager	4.00	Hours at	\$75.00	\$300.00
Wage Contingency Adjustment			0.09%	\$261.36
Labor Burden			29.54%	\$894.71
Fringe	112.00	Hours at	\$16.47	\$1,844.64
		Subtotal		\$64,294.86
Bond			1.50%	\$964.42
			15.00% OHP	\$9,788.89
			tax	\$0.00
		Subtotal		\$75,048.17
		TOTAL		\$75,048.17

Joshua Leach
NATIONAL HEATING & VENTILATING CO., INC.



Absolute Mechanical

10256 Rempas Dr NW

Albuquerque, NM 87114

Phone 505-323-3794

DOL#22726084332016

LIC#381131

MEP Stanley []

We are pleased to provide a quote for the above referenced project, and subject to the following scope, exclusions, and time limitations.

Sections

- 15050 Basic Materials and Methods
- 15090 Supports and Anchors
- 15250 Mechanical Insulation

Inclusions

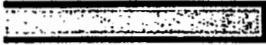
Absolute Mechanical will install 3" Sanitary line, furnish and install grease inter furnish and install vent piping, furnish and install 3 compartment sink, furnish : install lav and associated 3/4" copper line for domestic water. Absolute will ins Absolute will insulate water (if National has insulator then deduct \$1,862 from Absolute Mechanical will install the gas line per the plans

Exclusions

- No backfill, compacting or concrete
- No removal of concrete or asphalt
- No Housekeeping Pads
- No Cut and Patch
- No NMGRT
- No dewatering

Base Bid \$ 24,862

CCB#



receptor
and
hydrate water (if
base bid.



Thursday, September 29, 2016

Quote #: 2790121

Stanley Cyclone Restaurant

To:
Lawrence Romero
NATIONAL HEATING
818 IRON SE
ALBUQUERQUE, NM 87102
Lawrence@NationalHeat.com

From:
Steve Duncan Jr.
CaptiveAire Systems
3540 Pan American Freeway
NE
Suite A
Albuquerque, NM 87107
Phone: (505) 292-7761
Fax: (919) 516-8712
reg89@captiveaire.com

Ship-To:
STANLEY, NM 87056

CaptiveAire Systems proposes to furnish the following equipment. Production of listed items will commence upon receipt of an approved proposal, a purchase order, an approved submittal, and approved credit.

EQUIPMENT

Hood #1 - KH-1

- 5424ND-2-PSP-F - 6ft 0" Long Exhaust-Only Wall Canopy Hood with Front Perforated Supply Plenum with Built-in 3" Back Standoff x1
- 430 SS Where Exposed x1
- Fire Cabinet on the Right Side (Additional charges may apply for cabinet if not sold with fire system) x1
- FILTER - 20" tall x 16" wide Stainless Steel Captrate Solo filter with hook, ETL Listed. Particulate capture efficiency: 93% efficient at 9 microns, 72% efficient at 5 microns x4
- L55 Series E26 Canopy Light Fixture - High Temp Assembly, Includes Clear Thermal and Shock Resistant Globe (L55 Fixture), Bulbs By Others x2
- EXHAUST RISER - Factory installed 12" Diameter X 4" Height x1
- SUPPLY RISER - 10"x 28" Supply Riser with Volume Dampers x2
- 1/2 Pint Grease Cup New Style, Flanged Slotted x2
- FIELD WRAPPER 18.00" High Front, Left, Right x1
- BACKSPLASH 122.00" High X 120.00" Long 430 SS Vertical (Includes End Caps & Divider Bars) x1
- LEFT VERTICAL END PANEL 27" Top Width, 21" Bottom Width, 80" High Insulated 430 SS x1

- RIGHT VERTICAL END PANEL 27" Top Width, 21" Bottom Width, 80" High Insulated 430 SS x1
 - Electrical Package Installation in Utility Cabinet by Plant. x1
Hood #1 Total Price: \$2,961.15

Fire System #1

ANSUL-3.0 Ansul 3 gallon Fire System in Utility Cabinet (includes pre-piped hood(s) with detection, tank(s), release mechanism, microswitches and pull station). x1
 Includes piping for hood: 1.
Fire System(s) Total Price: \$3,471.90

Fan #1 DU85HFA - Exhaust Fan (KEF-1)

DU85HFA High Speed Direct Drive Centrifugal Upblast Exhaust Fan with speed control (speed control included for single phase only), disconnect switch and 15-3/4" wheel. x1
 Exhaust Fan handles 1400 CFM @ -0.850" wc ESP, Fan runs at 1247 RPM. Exhaust Motor: 0.750 HP, 1 Phs, 230 V, 60Hz, 5.2 FLA, ODP-ECM (Open Drip Proof Electronically Commutated Motor)
 - Grease Cup for kitchen-duty centrifugal exhaust fans, Box Dimensions 17-1/8 L X 5-1/16 W X 3-3/4 H (18 GA.) (Includes Down Spout) x1
 - ECM Wiring Package and Manual Control for ECM motors on Exhaust PRVs. x1
 - Wall Mount Construction for Direct Drive Fan. Through-Bolt mount motor for extra support in wall mount application. Vibration isolator mounts not used. x1
 - Shaft Wrapper 21 1/16" Dia. Out. X 11" Height, .064 Alum. For DU85 when used on concession stands. Low Profile Shaft Wrapper. x1
 - Curb (Through Wall) Curb CRB23X20E On Fan # 1 Flat Curb x1
 - Curb Mounted Electrical Knock-Out with Fittings. For exhaust fans only. Knockout 7/8" installed 4" from top on center on side with the vents. Install 1/2" Liquid-tite straight connector on outside of curb. Weather tight washer included w/connector. Install 1/2" Rigid to Flex coupling to threaded end of connector on inside of curb. x1
Fan Total Price: \$908.40

Fan #2 A1-IBT-150-G10-MPU - Heater (MUA-1)

A1-IBT-150-G10-MPU Indirect Bent Tube Gas Fired Heater with 10" Blower, 1 Furnace, Electronic Full Modulation, Constant 80% Efficiency, and 6:1 Max Turndown for NG, (5:1 Max Turndown for LP). Stainless Steel Burner and Heat Exchanger. x1
 Supply Fan handles 1150 CFM @ 0.500" wc ESP, Fan runs at 859 RPM. Heater supplies 67068 BTUs. 54°F Temperature Rise. [Fuel: LP Gas] Input: 83835 BTUs.
 Supply Motor: 0.500 HP, 1 Phase, 230 V, 60Hz, 3.9 FLA, ODP (Open Drip Proof)
 Side Discharge - Air Flow Right -> Left
 - Sloped Filtered Intake for Size #1 Modular Indirect-Fired Heater. x1
 21.813" Wide x 44.375" Long x 23.375" High.
 Includes 2" MV EZ Kleen Metal Mesh Filters.

- 0-150°F Discharge Temp Control • Heating Activation Based On Intake Set Point • Manual Blower Mode	x1	
- Gas Manifold for IBT 1-1 GM - BTU 0 - 400001 - 7 in. w.c. - 14 in. w.c., No Insurance Requirement (ANSI), BV250-66	x1	
- Motorized Back Draft Damper 16" X 18" w/Jack Shaft, Standard Galvanized Construction, 3/4" Rear Flange, Includes LF120S Motor, for Size 1 Indirect Fired Housing	x1	
- Specially sized orifices for applications above 2,000', notify engineering.	x1	
- Gas Pressure Gauge, 0-35", 2.5" Diameter, 1/4" Thread Size	x1	
- Gas Pressure Gauge, 0 to +10 Inches Wc., 2.5" Diameter, 1/8" Thread Size, Rear Thread	x1	
- 2 Ton, Single Circuit Modular Packaged Cooling Option for Size 1 Modular Packaged Unit. Includes Condenser, DX Coil, Filter/Dryer Kit, Hard Start Kit, Thermal Expansion Valve, R410A Refrigerant, and Refrigerant Piping. (1,000 to 1,200 cfm) NOT BUILT WITH OPPOSITE SIDE CONTROLS OR OPPOSITE AIRFLOW DIRECTION. CONDENSERS REQUIRE SEPARATE 208V, 1 PHASE POWER SUPPLY. Coil = 2EZ0801M	x1	
- Insulated Blower Housing Sizes 1-2 Commercial Modular	x1	
- Full crating for commercial heaters for shipping.	x1	
- Single Point Electrical Connection for all IBT Heaters with 1 module. QNTY 1 750va Transformer Used. If a Non-DCV Prewire is used on the IBT Heater, the #28, #47, "MA", or "E2" Option Prewire must be selected. Do not provide supply starter in prewire.	x1	
- IBT COOLING ON BOARD	x1	
- MUA-1 Curb CRB21X71X20INS Insulated On Fan # 2 Flat Curb	x1	
- Rail RAIL-21" x 6" x 20"H On Fan # 2	x1	
- Rail RAIL-21" x 6" x 20"H On Fan # 2	x1	
		Fan Total Price: \$8,555.14

Electrical System #1

SC-210110MA 220V 1 Phase w/ control for 1 Exhaust Fan, Exhaust on in Fire, Lights out in Fire, Relay On/Off with Supply Fan, Fan(s) On/Off Thermostatically Controlled. Room temperature sensor shipped loose for field installation. Includes 1 Duct Thermostat kit.	x1	
- Digital Prewire Lighting Relay Kit. Includes hood lighting relay & terminal blocks. Allows for up to 1400W of lighting each.	x1	
		Electrical System #1 Total Price: \$547.86

Duct Run #1

(P1) DW1220LT Single Wall Duct 12" diameter, 20" long, flange at both ends. Stainless Steel.	x1	
(P2) DW1912TP Duct to Curb Transition, 19-1/2" Curb to 12" Duct, 16 GA Aluminized. Used on BDU11, DU25, 30 & 33.	x1	
3M-2000PLUS Duct - 3M Fire Barrier 2000 Plus Silicone - Used as sealant to Seal Duct Joints.	x1	
DW12CLASY Duct "V" Clamp With new design 14 Ga Brackets, 12" Duct, Assembly.	x1	
		Duct Run #1 Total Price: \$109.22

Factory Services

Service Design Verification for Exhaust Fan	x1	
Service Design Verification for Hood	x1	
Service Design Verification for Indirect Bent Tube Heater	x1	
Service Design Verification for Modular Package Unit	x1	
Service Design Verification for Standard Electrical Control Package	x1	
Service Design Verification Mileage Charge: (49) x 2 = 98 total miles	x1	
Factory Services Total Price:		\$416.60

Subtotal:	\$16,970.27
Shipping:	\$1,051.33
Tax:	\$1,261.51
Total:	USD \$19,283.11

SERVICE DESIGN VERIFICATION DISCLAIMER

Field Service Technician is responsible for one trip to site to ensure the above equipment is operating within design specifications. All equipment must be operational. Fire suppression system should be hooked-up and armed. Additional trips will result in charges to be covered by others.

INSTALLATION BY OTHERS

By Others: Installation, ductwork, patching, all electrical field wiring, start-up & balance, gas or electric shutdown for fire system hook-up.

Note: Customer is responsible for additional labor charges as a result of cooking equipment layout changes after the release of the order, union labor or prevailing wage charges, or additional trips by fire system distributor caused by jobsite delays, permits, fees or test required by local authority. Submittal will specify applicable testing and approval agencies.

CaptiveAire Systems requirement for all field hook ups: All fire system detection conduit must be half inch EMT. All conduit fittings must be compression type and fully tightened. All conduit ends must be reamed and deburred and blown clear of debris prior to assembly. All conduit must be fully and robustly supported to avoid accidental fire system discharge.

CaptiveAire Systems product must be installed in accordance with installation instructions provided with equipment or available on our web site at www.captiveaire.com.

Ductwork must be designed and installed in accordance with AMCA and ASHRAE standards as presented in CaptiveAire Systems "Guide to Designing Air Flow Systems", available at: <http://www.captiveaire.com/MANUALS/AIRSYSTEMDESIGN/DESIGNAIRSYSTEMS.HTM>

SHIPPING

Freight includes one shipment only, delivered to the job site address listed on this proposal. Customer is responsible for freight charges on any items shipped early. This is an estimated freight charge and is subject to change based on current freight costs when the job is released for production.

Change Order Cost Estimate

Albuquerque Insulation Co. / PO Box 25871 / Albuquerque, NM / 87125 / 505-243-6398

Project: Cyclone Center Arena / National

Description: Kitchen Changes

Date of takeoff: 9/29/2016

Date of report: 9/29/2016

Estimator: Denny

Supplier: NM #1

Labor: NM #2

Labor

	Labor Hrs.	Rate	Direct Labor Cost	Labor Burden	Total Cost
Insulator	38	\$ 32.50	\$ 1,235.00	59%	\$ 728.65
					1,963.65

Labor Subtotal: **\$ 1,963.65**

Materials

Quantity	Units	Description	Cost		
400	sq. ft.	2" duct wrap	\$ 0.79	\$	316.00
200	sq. ft.	2" exterior board insulation	\$ 0.85	\$	170.00
250	sq. ft.	.016 aluminum jacketing	\$ 1.23	\$	307.50
100	sq. ft.	2" kitchen exhaust fire rated wrap	\$ 6.23	\$	623.00
140	each	3/4" flg pf	\$ 1.75	\$	245.00
14	in. ft.	3/4" pvc fittings	\$ 1.25	\$	17.50
14	each	3/4" pipe supports	\$ 2.10	\$	29.40

Material Subtotal: **\$ 1,708.40**

Misc. Costs

Misc. Sealer, Tacks, Glue, Brushes, Tap, Laps	\$ 330.48
Daily Consumables	\$ 183.60
Material Fuel Sir Charge	\$ 12.81
Misc. Subtotal	\$ 526.90
Subtotal	\$ 4,198.95
Overhead	\$ 419.90
Profit	\$ 692.83

Total Costs: **\$ 5,311.67**

Notes: None

If pricing not accepted within fourteen days pricing is subject to review
 MIKE ESTIMATING (Mechanical Insulation Key Estimator 2009)



QUOTATION

TO: National H&V
ATTN: Lawrence
RE: Stanley Cyclone C/O
DATE: September 30, 2016

ACSI is pleased to present a Quotation to provide Labor and Material to wire Controls supplied with the Equipment as per the Plans and Equipment Schedule for the Stanley Cyclone project.

Included in our Quotation:

- ACSI will install and wire Field Mounted Controls supplied with MUA.
- ACSI will install and wire Field Mounted Control Devices supplied with Kitchen Hood.
- ACSI will wire ANSUL Fan Shutdown Controls supplied with Hood.
- ACSI will wire Exhaust Fan KEF-1 Interlocks to MUA-1 and Hood.

Electrical Labor	\$890.00
Engineering PM	\$380.00
Wire and wiring devices	\$68.00
4 each Control relays	\$142.00
Sub Total	\$1480.00
18% OII/Profit	\$266.00
Total Cost	\$1746.00

Exclusions:

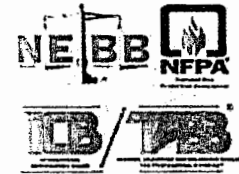
- ACSI excludes all Control Devices scheduled with the Equipment.
- ACSI excludes all Conduits for Control Wiring as per the Mechanical / Electrical Responsibility Table M-O.

Please contact me with any questions.

Randal M. Orr
President



8915 Adams Street NE; Suite A
 Albuquerque, NM 87113
 (505) 344-7979p (505) 345-0883
 www.ebinm.com



SFC CLERK RECORDED 11/30/2016

A16439 Bid # EB&I

Date: 9/29/2016

Project: Stanley Cyclone Center Arena

Location: 22 Kinsell Avenue, Stanley, NM 87056

Test and Balance Quotation Per Section: _____

Including These Addenda: _____

"We don't just test pieces... We provide system-wide balance and solutions."

<i>This quote includes:</i>	YES	NO
Air Balance:	<u>X</u>	_____
Water Balance:	_____	<u>X</u>
Operating Test:	<u>X</u>	_____
Life Safety, Smoke Fire Damper Testing:	_____	<u>X</u>
Commissioning Support:	_____	<u>X</u>
Sound / Vibration Testing:	_____	<u>X</u>
Duct Leakage Testing:	_____	<u>X</u>
Seasonal Checks:	_____	<u>X</u>
Pre-Construction TAB Audit:	_____	<u>X</u>

*Standard man days required, following a complete start-up, to perform T&B work: 1

Total Pricing: \$ 1,349

SPECIFIC EXCEPTIONS: Unless specifically noted otherwise, this pricing does NOT include:

Installation of dampers and valves, Life Safety Testing, Fire/Smoke Damper testing, Certified Payroll, working in an Owner Occupied Building. Control systems that need to be purchased by T&B and work performed outside of the normal working hours (6am-6pm; M-F) will be ADDITIONAL to this quote price.

Price includes initial mobilization and 0 follow-up mobilizations.
 Additional time will be charged at \$97.00 per hour from the office departure to the office return.

Premature notification of TAB start may result in the additional charge of man hours and travel expenses that are expended.

Note: Work in the alternates, if any, is to be performed simultaneously with the base work if schedule if scheduled, otherwise; extra costs will be charged.

Price is valid for 45 days from above date

Please Note: Unless specifically noted, this bid price does NOT include NM Gross Receipts Tax



**Precision
Service
Electric, LLC**

Allan C. Durbin, Owner
COMMERCIAL • INDUSTRIAL • SERVICE
LICENSE NO. 358653
allan@pse88208.com

265 West Bosque Loop
Bosque Farms, NM 87098

(505) 554-3995 Office
(505) 884-1658 Fax
(505) 259-4779 Cell

P.O. Box 3228
Las Alamos, NM 87571

P
O
B
O
X

Proposal

ESTIMATE NO. One
DATE 10/14/2016
CUSTOMER ID WC
EXPIRATION DATE _____

+
Weil Construction

ATTN: **Nelson Kimbel**

SALESPERSON	PROJECT	PAYMENT TERMS	DUE DATE
	Stanley Cyclone Center (Kitchen remodel)	Due upon receipt	

QUANTITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
	We propose to furnish all labor, material, equipment, and supervision necessary to install:		
1.00	Provide & install new service including CNMEC price to set new pad mount transformer, providing trench and backfill for primary, new secondary's to pad mount, New 400 amp MDP with feeds to existing panel and new panel. Provide and install new power to receptacles in kitchen TI complete with recruiting existing to new panel. Provide power to and connect new MAU1, KEF1 units and provide control conduit for control by others. Relocate power to existing split unit after its relocated by others. Provide Fire monitoring of KEF1 and extra Heat detectors as necessary.	40,398.81	40,398.81
	Material:	8,762.73	
	Labor:	15,641.17	
	Rental for backhoe and lift :	1,500.00	
	Quoted Fire Alarm Sub:	1,870.00	
	CNMEC Quote:	7,055.50	
	Sub Total:	35,129.40	
	Profit & Overhead @ 15%	5,269.41	
	Total:	40,398.81	

Quotation prepared by:

Allan Durbin _____

SUBTOTAL	\$ 40,398.81
SALES TAX	
TOTAL	\$ 40,398.81

This quotation is subject to the specific conditions noted below:
Insert Conditions or specific exclusions here.

All exclusions per original quote

To accept this quotation, sign here and return:

AUTHORIZED REPRESENTATIVE

DATE

Install Annunicator	1	\$10.00	E	\$10.00	1.50	E	1.50
EM-1 EMT EMPTY	100	\$1.08	E	\$107.85	0.07	E	6.95
HA-1 MINERALLAC	15	\$51.54	C	\$7.73	10.00	C	1.50
pull string	1	\$10.00	E	\$10.00	1.00	E	1.00
add pull station	4	\$17.50	E	\$70.00	1.50	E	6.00
EM-3/4 EMT EMPTY	100	\$0.63	E	\$63.13	0.05	E	5.22
HA-3/4 MINERALLAC	10	\$44.07	C	\$4.41	6.00	C	0.60
EM-3/4 COMP CONN C	12	\$0.66	E	\$7.92	10.00	C	1.20
add strobes in Bathrooms	2	\$17.50	E	\$35.00	1.25	E	2.50
Add strobe and cut in boxes in Arena	10	\$15.00	E	\$150.00	1.00	E	10.00
3/4" to riser room	20	\$0.63	E	\$12.60	0.05	E	1.00
4 11/16 j-boxes for Monitors	2	\$15.00	E	\$30.00	0.75	E	1.50
1/2 flex to tampers,flow and valves							
FL-1/2 FLEX STEEL	20	\$49.01	C	\$9.80	1.00	C	0.20
FL-1/2 FLEX 90 CONN	3	\$561.44	C	\$16.84	9.00	C	0.27
FL-1/2 FLEX ST CONN	3	\$315.57	C	\$9.47	9.00	C	0.27
BU-1/2 PLASTIC BUSHING	6	\$12.02	C	\$0.72	4.00	C	0.24
HA-1/2 MINERALLAC	4	\$38.08	C	\$1.52	5.00	C	0.20
				\$546.99			40.15
					\$ 49.00		\$ 1,967.35

Panel K							
PANEL 120/240V 200A	1	\$50.00	E	\$50.00	8.00	E	8.00
CO-2 LRL-UNILETS	2	\$70.24	E	\$140.48	1.40	E	2.80
EM-2 EMT-CONDUIT	260	\$206.46	C	\$536.80	9.00	C	23.40
EM-2 EMT-90-ELLS	4	\$942.00	C	\$37.68	0.37	E	1.48
EM-2 COMP COUP C	34	\$4.62	E	\$157.08	0.00	C	0.00
EM-2 COMP CONN C	8	\$4.40	E	\$35.20	22.00	C	1.76
BU-2 PLASTIC BUSHING	1	\$67.97	C	\$0.68	16.00	C	0.16
BU-2 INS GRD BUSHING	1	\$17.65	E	\$17.65	16.00	C	0.16
TPZ-1/4IN.X 12IN.-2 FT.	26	\$7.39	E	\$192.11	0.69	E	17.95
BL-2 CONDUIT STRAP	26	\$1.60	E	\$41.60	4.00	C	1.04
WC-THHN-STRA #1/0	840	\$1,497.98	M	\$1,258.30	18.00	M	15.12
WC-THHN-STRA #6	280	\$575.00	M	\$161.00	10.00	M	2.80
TER TERMINATION-1/0 AWG	6	\$0.00	E	\$0.00	0.20	E	1.20
TER TERMINATION- 6 AWG	2	\$0.00	E	\$0.00	0.14	E	0.28
demo old service	1	\$0.00	E	\$0.00	4.00	E	4.00
Panel MDP nema 3r							
PANEL 120/240V 400A	1	\$100.00	E	\$100.00	8.50	E	8.50
SW-240V 400A 3F NEMA3R	1	\$50.00	E	\$50.00	9.50	E	9.50
FU2 250V KTN R400	2	\$0.00	E	\$0.00	0.63	E	1.26
JB-CT-CABINET 48R3612HCR	1	\$956.70	E	\$956.70	4.00	E	4.00
NI-GR-NIPPLE 2 X 8	4	\$852.52	C	\$34.10	0.22	E	0.88
LO-2 LOCKNUTS	16	\$183.48	C	\$29.36	16.00	C	2.56
BU-2 PLASTIC BUSHING	4	\$67.97	C	\$2.72	16.00	C	0.64
BU-2 INS GRD BUSHING	4	\$17.65	E	\$70.60	16.00	C	0.64
WC-THHN-STRA #3/0	528	\$2,398.58	M	\$1,266.45	21.00	M	11.09
WC-THHN-STRA #4	160	\$650.74	M	\$104.12	12.00	M	1.92
TER TERMINATION-3/0 AWG	18	\$0.00	E	\$0.00	0.25	E	4.50
PV-2 S40 CONDUIT	150	\$68.67	C	\$103.01	6.00	C	9.00
PV-2" S40 COND COUP	4	\$38.80	C	\$1.55	0.00	E	0.00
PV-2 MALE ADAPT.	2	\$56.38	C	\$1.13	10.00	C	0.20
PV-2 FE-ADAPTER	8	\$55.96	C	\$4.48	10.00	C	0.80
GR-2 GRC-90-ELLS	4	\$2,085.41	C	\$83.42	0.67	E	2.68
UNG BACKHOE 12" X 48"	320	\$61.55	C	\$196.96	4.00	C	12.80
UNG BACKFILL 12" X 48"	320	\$69.25	C	\$221.60	9.00	C	28.80
UNG TRENCH MARKING TAPE	320	\$36.61	M	\$11.72	3.00	M	0.96
				\$5,866.50			180.88
					\$ 49.00		\$ 8,863.12

DE2-DUP I/I SPE 1G FUR	11.00	\$13.75	E	\$151.26	0.64	E	6.99
Reconnect receptacles to panel K	5	\$15.00	E	\$75.00	1.25	E	6.25
DE2-FLOOR BOX-DUPLEX-FL	3	\$167.13	E	\$501.40	2.50	E	7.50
PV-3/4 PVC 3/12 SOL	45	\$0.53	E	\$23.69	0.05	E	2.13
PV-3/4 MALE-ADAPT.	6	\$20.06	C	\$1.20	6.00	C	0.36
PV-3/4 S40 COND ELLS	1	\$56.56	C	\$0.57	0.15	E	0.15
PV-3/4" S4 45 COND ELLS	0	\$55.76	C	\$0.00	0.30	E	0.00
MC-600V-12-2-SOL 16	500	\$481.61	M	\$240.81	2.50	C	12.50
MC-600V-12-3-SOL 27	150	\$850.73	M	\$127.61	2.50	C	3.75
MC-CONN-6620-DRY ALL	52	\$50.60	C	\$26.31	0.20	E	10.40
MC-ONE-HOLE-STRAP	50	\$8.40	C	\$4.20	5.00	C	2.50
SW-240V 30A 2F NEMA3R	3	\$50.08	E	\$150.24	1.90	E	5.70
FU2 250V KTN R30	6	\$17.78	E	\$106.68	0.00	E	0.00
PV-3/4 PVC 4/12 SOL	75	\$0.63	E	\$46.94	0.05	E	3.98
HA-3/4 MINERALLAC	4	\$44.07	C	\$1.76	6.00	C	0.24
PV-3/4 S40 COND ELLS	8	\$56.56	C	\$4.52	0.15	E	1.20
PV-3/4" S40 COND COUP	8	\$10.40	C	\$0.83	0.00	E	0.00
PV-3/4 MALE-ADAPT.	4	\$20.06	C	\$0.80	6.00	C	0.24
CO-3/4 LB-UNILETS	2	\$9.01	E	\$18.02	0.70	E	1.40
PV-3/4 S40 CONDUIT	75	\$22.83	C	\$17.12	3.00	C	2.25
PV-3/4 S40 COND ELLS	2	\$56.56	C	\$1.13	0.15	E	0.30
PV-3/4" S40 COND COUP	4	\$10.40	C	\$0.42	0.00	E	0.00
PV-3/4 MALE-ADAPT.	2	\$20.06	C	\$0.40	6.00	C	0.12
Connect MAU1	1	\$65.00	E	\$65.00	3.00	E	3.00
Connect Con-1	1	\$65.00	E	\$65.00	3.00	E	3.00
Connect KEF1	1	\$50.00	E	\$50.00	2.50	E	2.50
Relocate Split unit	1	\$75.00	E	\$75.00	8.00	E	8.00
				\$1,755.91			84.46
					\$ 49.00		\$ 4,138.54

Quote

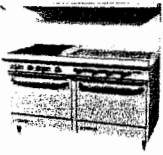
09/30/2016

Project:
stanley cyclone center

From:
Eds Refrigeration Inc
Steve Stange
2920 Girard North East
2920 Girard ne
Albuquerque, NM 87107
505-884-0085
(505)884-0085 0000 (Contact)
505-263-4968 (Cell)
505-884-0939 (Fax)
steve@nmicemachines.com

IF CREDIT CARD IS USED A 2% CHARGE WILL BE ADD'D

Item	Qty	Description	Sell	Sell Total
1	1 ea	REACH-IN REFRIGERATOR Hoshizaki Model No. CR2S-FS Commercial Series Refrigerator, reach-in, two section, 50.5 cu.ft., self-contained refrigeration, solid state digital controller with temperature alarms & LED display, stainless steel exterior front & sides, stainless steel interior, full height solid hinged doors, (6) standard shelves, (4) 4" heavy duty casters (2 with brakes), R-134a refrigerant, 1/4 hp, cETLus, ETL-Sanitation	\$2,750.00	\$2,750.00
	1 ea	Warranty: 3-Year parts & labor on entire machine		
	1 ea	Warranty: 5-Year parts on compressor		
	1 ea	115v/60/1-ph, 5.8 amps, NEMA 5-15P		
	1 ea	Left door hinged on left, standard		
	1 ea	Right door hinged on right, standard		
	1 st	4" casters (set of 4) standard		
2	1 ea	REACH-IN FREEZER Hoshizaki Model No. CF2S-FS Commercial Series Freezer, reach-in, two section, 50.5 cu.ft., self-contained refrigeration system, solid state digital controller with temperature alarms & LED display, stainless steel exterior front & sides, stainless steel interior, full height solid hinged doors, (6) standard shelves, (4) 4" heavy duty casters (2 with brakes), R-404A refrigerant, 5/8 hp, cETLus, ETL-Sanitation, ENERGY STAR®	\$3,750.00	\$3,750.00
	1 ea	Warranty: 3-Year parts & labor on entire machine		
	1 ea	Warranty: 5-Year parts on compressor		
	1 ea	115v/60/1-ph, 11.0 amps, NEMA 5-15P		
	1 ea	Left door hinged on left, standard		
	1 ea	Right door hinged on right, standard		
	1 st	4" casters (set of 4) standard		
3	1 ea	RANGE, 60", 6 BURNERS, 24" GRIDDLE	\$3,800.00	\$3,800.00

Item	Qty	Description	Sell	Sell To
		Southbend Model No. S60DD-2GR S-Series Restaurant Range, gas, 60", (6) 28,000 BTU open burners, (1) 24" griddle right, manual controls, (2) standard ovens, snap action thermostat, removable cast iron grates, (2) crumb drawers & shelf, hinged lower valve panel, includes (1) rack per oven, stainless steel front, sides, shelf, 4" front rail & 6" adjustable legs, 286,000 BTU, cCSAus, CSA Flame, CSA Star, NSF		
	1 ea	Standard one year limited warranty (range)		
	1 ea	Gas type to be specified		
	1 ea	Dormont 1675KIT48 Dormont Blue Hose™ Moveable Gas Connector Kit, 3/4" inside dia., 48" long, covered with stainless steel braid, coated with blue antimicrobial PVC, 1 SnapFast® QD, 1 full port valve (2) 90° elbows, coiled restraining cable with hardware, 180,000 BTU/hr minimum flow capacity, limited lifetime warranty	\$175.00	\$175.00
			ITEM TOTAL:	\$3,975.00
4	1 ea	TWO (2) COMPARTMENT SINK Advance Tabco Model No. FC-2-1818-18RL Fabricated NSF Sink, 2-compartment, 18" right & left drainboards, bowl size 18" x 18" x 14" deep, 16 gauge 304 series stainless steel, tile edge splash, rolled edge, faucet holes on 8" centers, stainless steel legs, 1" adjustable stainless steel bullet feet, NSF, overall 24" F/B x 72" L/R	\$950.00	\$950.00
	1 ea	Krowne 14-814L Krowne Royal Series Faucet, splash mount, 8" centers, 14" swing spout, low lead compliant, NSF	\$100.00	\$100.00
			ITEM TOTAL:	\$1,050.00
5	3 ea	WORK TABLE Advance Tabco Model No. KLAG-306-X Work Table, 72"W x 30"D, 16 gauge 430 series stainless steel top with 5"H backsplash, 18 gauge galvanized adjustable undershelf, galvanized legs with adjustable plastic bullet feet, NSF	\$400.00	\$1,200.00
6	1 ea	WORK TABLE Advance Tabco Model No. KLAG-304-X Work Table, 48"W x 30"D, 16 gauge 430 series stainless steel top with 5"H backsplash, 18 gauge galvanized adjustable undershelf, galvanized legs with adjustable plastic bullet feet, NSF	\$300.00	\$300.00
7	2 ea	WORK TABLE Advance Tabco Model No. KLAG-308-X Work Table, 96"W x 30"D, 16 gauge 430 series stainless steel top with 5"H backsplash, 18 gauge galvanized adjustable undershelf, galvanized legs with adjustable plastic bullet feet, NSF	\$500.00	\$1,000.00
del	1 ea	Custom Model No. DEL includes delivery to site. set-in-place. ALL FINAL CONNECTIONS BY OTHERS.	\$800.00	\$800.00

OFFICE CLERK RECORDED 11/30/2016

Item	Qty	Description	Sell	Sell Total
		price includes submittals. if shop drawings required, please add \$1200.		
hood	1 ea	<p>Captive-Aire Model No. 5424ND-2-PSP-F Hood #1 - KH-1 5424ND-2-PSP-F - 6ft 0" Long Exhaust-Only Wall Canopy Hood with Front Perforated Supply Plenum with Built-in 3" Back Standoff x1 - 430 SS Where Exposed x1 - Fire Cabinet on the Right Side (Additional charges may apply for cabinet if not sold with fire system) x1 - FILTER - 20" tall x 16" wide Stainless Steel Captrate Solo filter with hook, ETL Listed. Particulate capture efficiency: 93% efficient at 9 microns, 72% efficient at 5 microns x4 - L55 Series E26 Canopy Light Fixture - High Temp Assembly, Includes Clear Thermal and Shock Resistant Globe (L55 Fixture), Bulbs By Others x2 - EXHAUST RISER - Factory installed 12" Diameter X 4" Height x1 - SUPPLY RISER - 10"x 28" Supply Riser with Volume Dampers x2 - 1/2 Pint Grease Cup New Style, Flanged Slotted x2 - FIELD WRAPPER 18.00" High Front, Left, Right x1 - BACKSPLASH 122.00" High X 120.00" Long 430 SS Vertical (Includes End Caps & Divider Bars) x1 - LEFT VERTICAL END PANEL 27" Top Width, 21" Bottom Width, 80" High Insulated 430 SS x1 - RIGHT VERTICAL END PANEL 27" Top Width, 21" Bottom Width, 80" High Insulated 430 SS x1 - Electrical Package Installation in Utility Cabinet by Plant. x1</p> <p>Fire System #1 ANSUL-3.0 Ansul 3 gallon Fire System in Utility Cabinet (includes pre-piped hood(s) with detection, tank(s), release mechanism, microswitches and pull station).</p> <p>Includes piping for hood: 1. x1</p> <p>Fan #1 DU85HFA - Exhaust Fan (KEF-1) DU85HFA High Speed Direct Drive Centrifugal Upblast Exhaust Fan with speed control (speed control included for single phase only), disconnect switch and 15-3/4" wheel. Exhaust Fan handles 1400 CFM @ -0.850" wc ESP, Fan runs at 1247 RPM. Exhaust Motor: 0.750 HP, 1 Phs, 230 V, 60Hz, 5.2 FLA, ODP-ECM (Open Drip Proof Electronically Commutated Motor) x1 - Grease Cup for kitchen-duty centrifugal exhaust fans, Box Dimensions 17-1/8 L X 5-1/16 W X 3-3/4 H (18 GA.) (Includes Down Spout) x1 - ECM Wiring Package and Manual Control for ECM motors on Exhaust PRVs. x1 - Wall Mount Construction for Direct Drive Fan. Through-Bolt mount motor for extra support in wall mount application. Vibration isolator</p>	\$19,500.00	<Optional>

Item	Qty	Description	Sell	Sell To
		<p>mounts not used. x1</p> <ul style="list-style-type: none"> - Shaft Wrapper 21 1/16" Dia. Out. X 11" Height, .064 Alum. For DU85 when used on concession stands. Low Profile Shaft Wrapper. x1 - Curb (Through Wall) Curb CRB23X20E On Fan # 1 Flat Curb x1 - Curb Mounted Electrical Knock-Out with Fittings. For exhaust fans only. Knockout 7/8 installed 4" from top on center on side with the vents. Install 1/2" Liquid-tite straight connector on outside of curb. Weather tight washer included w/connector. Install 1/2" Rigid to Flex coupling to threaded end of connector on inside of curb. x1 <p>Fan #2 A1-IBT-150-G10-MPU - Heater (MUA-1) A1-IBT-150-G10-MPU Indirect Bent Tube Gas Fired Heater with 10" Blower, 1 Furnace, Electronic Full Modulation, Constant 80% Efficiency, and 6:1 Max Turndown for NG, (5:1 Max Turndown for LP). Stainless Steel Burner and Heat Exchanger. Supply Fan handles 1150 CFM @ 0.500" wc ESP, Fan runs at 859 RPM. Heater supplies 67068 BTUs. 54°F Temperature Rise. [Fuel: LP Gas] Input: 83835 BTUs. Supply Motor: 0.500 HP, 1 Phase, 230 V, 60Hz, 3.9 FLA, ODP (Open Drip Proof) Side Discharge - Air Flow Right -> Left x1</p> <ul style="list-style-type: none"> - Sloped Filtered Intake for Size #1 Modular Indirect-Fired Heater. 21.813" Wide x 44.375" Long x 23.375" High. Includes 2" MV EZ Kleen Metal Mesh Filters. x1 - 0-150°F Discharge Temp Control • Heating Activation Based On Intake Set Point • Manual Blower Mode x1 - Gas Manifold for IBT 1-1 GM - BTU 0 - 400001 - 7 in. w.c. - 14 in. w.c., No Insurance Requirement (ANSI), BV250-66 x1 - Motorized Back Draft Damper 16" X 18" w/Jack Shaft, Standard Galvanized Construction, 3/4" Rear Flange, Includes LF120S Motor, for Size 1 Indirect Fired Housing x1 - Specially sized orifices for applications above 2,000', notify engineering. x1 - Gas Pressure Gauge, 0-35", 2.5" Diameter, 1/4" Thread Size x1 - Gas Pressure Gauge, 0 to +10 Inches Wc., 2.5" Diameter, 1/8" Thread Size, Rear Thread x1 - 2 Ton, Single Circuit Modular Packaged Cooling Option for Size 1 Modular Packaged Unit. Includes Condenser, DX Coil, Filter/Dryer Kit, Hard Start Kit, Thermal Expansion Valve, R410A Refrigerant, and Refrigerant Piping. (1,000 to 1,200 cfm) NOT BUILT WITH OPPOSITE SIDE CONTROLS OR OPPOSITE AIRFLOW DIRECTION. CONDENSERS REQUIRE SEPARATE 208V, 1 PHASE POWER SUPPLY. Coil = 2EZ0801M x1 - Insulated Blower Housing Sizes 1-2 Commercial Modular x1 - Full crating for commercial heaters for shipping. x1 - Single Point Electrical Connection for all IBT Heaters with 1 module. QNTY 1 750va Transformer Used. If a Non-DCV Prewire is used on the IBT Heater, the #28, #47, "MA", or "E2" Option Prewire must be selected. Do not provide supply starter in prewire. x1 - IBT COOLING ON BOARD x1 - MUA-1 Curb CRB21X71X20INS Insulated On Fan # 2 Flat Curb x1 		

RFP CLERK RECORDED 11/30/2016

Item	Qty	Description	Sell	Sell Total
		- Rail RAIL-21" x 6" x 20"H On Fan # 2 x1		
		- Rail RAIL-21" x 6" x 20"H On Fan # 2 x1		
		Electrical System #1		
		SC-210110MA 220V 1 Phase w/ control for 1 Exhaust Fan, Exhaust on in Fire, Lights out in Fire, Relay On/Off with Supply Fan, Fan(s) On/Off Thermostatically Controlled. Room temperature sensor shipped loose for field installation. Includes 1 Duct Thermostat kit. x1		
		- Digital Prewire Lighting Relay Kit. Includes hood lighting relay & terminal blocks. Allows for up to 1400W of lighting each. x1		
		Duct Run #1		
		(P1) DW1220LT Single Wall Duct 12" diameter, 20" long, flange at both ends. Stainless Steel. x1		
		(P2) DW1912TP Duct to Curb Transition, 19-1/2" Curb to 12" Duct, 16 GA Aluminized. Used on BDU11, DU25, 30 & 33. x1		
		3M-2000PLUS Duct - 3M Fire Barrier 2000 Plus Silicone - Used as sealant to Seal Duct Joints. x1		
		DW12CLASY Duct "V" Clamp With new design 14 Ga Brackets, 12" Duct, Assembly. x1		
		Factory Services		
		Service Design Verification for Exhaust Fan x1		
		Service Design Verification for Hood x1		
		Service Design Verification for Indirect Bent Tube Heater x1		
		Service Design Verification for Modular Package Unit x1		
		Service Design Verification for Standard Electrical Control Package x1		
		Service Design Verification Mileage Charge: (49) x 2 = 98 total miles x1		
		delivered ONLY to jobsite. installation by others.		<Optional>
			Total	\$14,825.00



Commercial Series Refrigerators

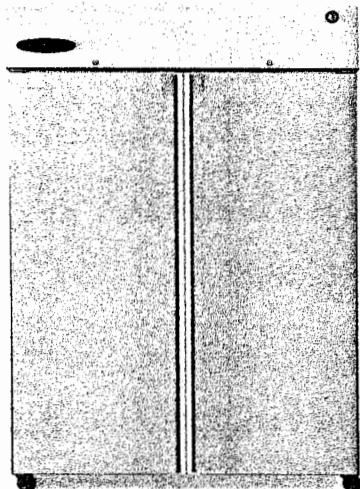


CR2S-FS
11/16
Item # 13366

CLERK RECORDED 11/30/2016

W x D x H
55" x 33.75" x 79.75"
*4" casters

CR2S-FS



Dimensions / Capacity

Interior Storage Capacity (CF)	50.5 ft ³
Interior Storage Capacity (CF) (AHAM)	47.2 ft ³
Overall Width x Depth	55" x 33.75"
Height (including 4" casters)	79.75"
Door Opening Width x Height	22 x 59.25"
Depth with Door Open at 90°	59.5"
Adjustable Shelves	6
Shelf Dimensions (W x D)	24" x 24.75"
Crated Shipping Weight	540 lbs
Crated Height x Width x Depth	83" x 58" x 36.5"

Electrical / Refrigeration

Voltage	115/60/1
HACR Breaker	15.0 Amps
Electrical Connection (NEMA)	5-15P
Voltage Range	104-126
Ambient Temp. Range	45° to 100°F
Control Setpoint Range	33° to 52°F
Amperage	5.8
Energy Consumption (kWh/day) @ASHRAE	3.45
Heat Rejection (BTU/Hr.) @NSF	786
Approx. Nominal Compres. BTU/HR (HP)	2373 (1/4HP)
Refrigerant / Charge Amount (oz)	R-134a / (12 oz)

Options

- Door reversal kit
- Foot pedal door opener
- Additional epoxy shelves
- Air filter
- Stainless steel shelves
- 6" Casters
- Tray/Pan slides

Warranty

3 Year - parts and Labor on entire machine.
5 Year - Parts on Compressor
Valid in United States, Canada, Puerto Rico and U.S. Territories. Contact factory for warranty in other countries.

Item #: _____
Project: _____
Qty: _____
AIA#: _____

Features

- > **Stainless steel interior with stainless steel exterior front and sides**
- > **Refrigerant flow is controlled with thermostatic expansion valve**
- > **Unique "ducted" air distribution system**
- Solid state digital controller with temperature alarms and LED display (Fahrenheit or Celsius)
- Cabinet and doors are insulated with 2-3/8" of CFC free, foamed in place polyurethane
- Stainless steel exterior and interior door come standard with locks
- Exclusive stepped door design to protect recessed door gasket
- Spring assisted self-closing doors with stay open feature
- Sturdy 8 gauge stainless steel hinge plate with welded hinge pin
- Extruded aluminum flush mount door handle
- Field reversible doors (with optional kit)
- Evaporator coils are epoxy electrocoated (E-Coat) to help fight corrosion
- Energy efficient automatic hot gas condensate evaporator
- Stainless steel shelf supports
- (3) epoxy coated wire shelves per section are standard
- Standard with 4" factory installed casters (two with brakes)
- Stackable (two units high) to conserve warehouse floor space
- Three years parts and labor warranty
- Five year compressor warranty
- 8 ft. cord and plug

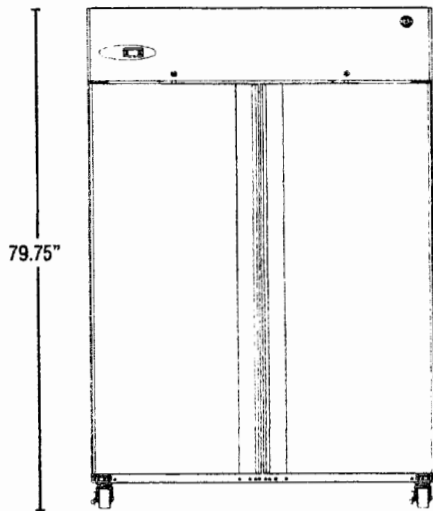


Commercial Series Refrigerators



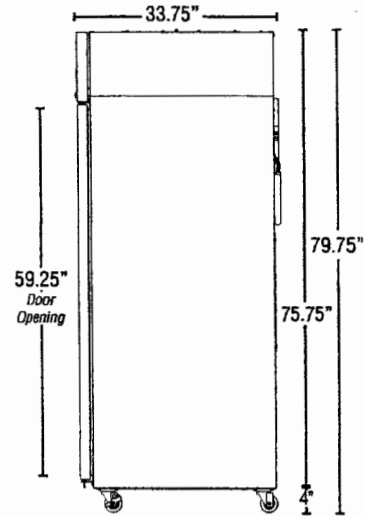
CR2S-FS
2/11/16
Item # 13366

FRONT VIEW



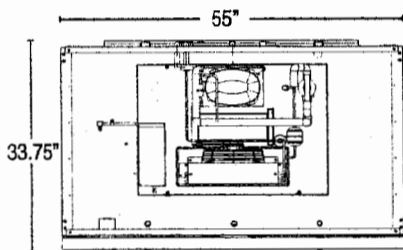
CR2S-FS

SIDE VIEW

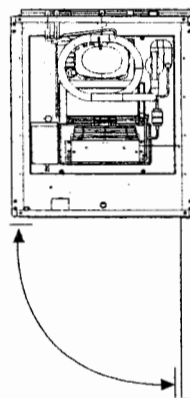


CR2S-FS

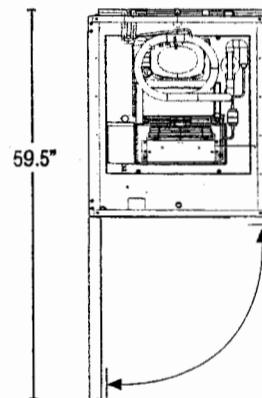
PLAN VIEW



CR2S-FS



CR2S-FS
(Showing Right Swing)



CR2S-FS
(Showing Left Swing)

Cabinet Construction

The exterior cabinet front, and sides, are constructed of high quality stainless steel. The exterior top, back, and bottom are constructed of coated steel. The cabinet interior is constructed of stainless steel with a unique "ducted" air flow system. Three (3) heavy duty epoxy coated shelves per section are standard. Mounted on stainless steel pilasters shelves are adjustable in 1" increments. Cabinet walls and doors are insulated with 2-3/8" of environmentally friendly, CFC free, foamed in place polyurethane. An interior light is automatically activated when doors are opened. 4" factory installed polyolefin casters (two with brakes) are standard.

Door Construction

Doors are constructed of a high grade stainless steel exterior and interior and are standard with locks. Hoshizaki's exclusive "stepped" design protects the recessed gasket while product is being removed from the cabinet. Doors are provided with a one piece, full length extruded aluminum flush mount handle and are mounted on eight (8) gauge stainless steel hinge plates with a welded hinge pin. Spring assisted self-closing doors are equipped with a stay open feature past 90 degrees. Snap-in magnetic door gaskets are easily removed for cleaning. Door hinging is field reversible (with an optional door reversal hinge kit).

Refrigeration System

The high efficiency refrigeration system is self-contained with an epoxy electrocoated (E-Coat) evaporator for extended life. Top mounted refrigeration system is easily accessible for service. The refrigeration system components are assembled on a high density expanded polypropylene platform that is removable from the main unit. A unique ducted air flow system achieves uniform air distribution within the cabinet to eliminate hot spots. Condensate removal is accomplished with an energy efficient non-electric evaporation system. A thermostatic expansion valve (TXV) controls the flow of environmentally friendly R-134a refrigerant through the evaporator. Refrigeration system utilizes a heated defrost to eliminate any ice on the evaporator coil. Solid state digital controls monitor the operation and performance of the refrigeration system. The controls also provide visual high and low temperature and high and low voltage alarms. A LED display shows the cabinet temperature and is adjustable to Fahrenheit or Celsius. 115 volt units are equipped with an eight foot cord and plug (20.0 amps or less).

Printed in the U.S.A.



Commercial Series Freezers



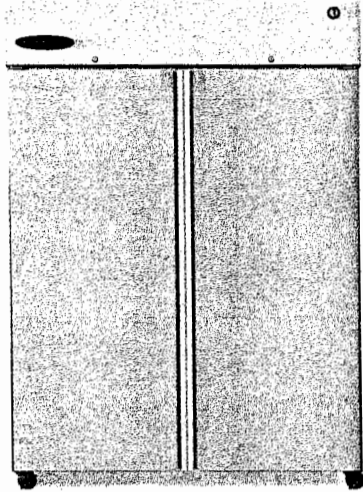
CF2S-FS
2/11/16
13367

CLERK RECORDED 11/30/2016

Item #: _____
Project: _____
Qty: _____
AIA#: _____

W x D x H
55" x 33.75" x 79.75"*
*4" casters

CF2S-FS ★



Features

- Stainless steel interior with stainless steel exterior front and sides
- Refrigerant flow is controlled with thermostatic expansion valve
- Unique "ducted" air distribution system

- Solid state digital controller with temperature alarms and LED display (Fahrenheit or Celsius)
- Cabinet and doors are insulated with 2-3/8" of CFC free, foamed in place polyurethane
- Stainless steel exterior and interior door come standard with locks
- Exclusive stepped door design to protect recessed door gasket
- Spring assisted self-closing doors with stay open feature
- Sturdy 8 gauge stainless steel hinge plate with welded hinge pin
- Extruded aluminum flush mount door handle
- Field reversible doors (with optional kit)
- Evaporator coils are epoxy electrocoated (E-Coat) to help fight corrosion
- Energy efficient automatic hot gas condensate evaporator
- Stainless steel shelf supports
- (3) epoxy coated wire shelves per section are standard
- Standard with 4" factory installed casters (two with brakes)
- Stackable (two units high) to conserve warehouse floor space
- Three years parts and labor warranty
- Five year compressor warranty
- 8 ft. cord and plug



Dimensions / Capacity

	Two-Section CF2S-FS
Interior Storage Capacity (CF)	50.5 ft ³
Interior Storage Capacity (CF) (AHAM)	47.2 ft ³
Overall Width x Depth	55" x 33.75"
Height (including 4" casters)	79.75"
Door Opening Width x Height	22 x 59.25"
Depth with Door Open at 90°	59.5"
Adjustable Shelves	6
Shelf Dimensions (W x D)	24" x 24.75"
Crated Shipping Weight	545 lbs
Crated Height x Width x Depth	83" x 58" x 36.5"

Electrical / Refrigeration

	Two-Section CF2S-FS
Voltage	115/60/1
HACR Breaker	15.0 Amps
Electrical Connection (NEMA)	5-15P
Voltage Range	104-126
Ambient Temp. Range	45° to 100°F
Control Setpoint Range	-10° to +12°F
Amperage	11
Energy Consumption (kWh/day) @ASHRAE	12.11
Heat Rejection (BTU/Hr.) @NSF	2240
Approx. Nominal Compress. BTU/HR (HP)	3000 (5/8HP)
Refrigerant / Charge Amount (oz)	R-404A (17 oz)

Options

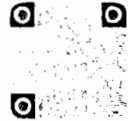
- Door reversal kit
- Foot pedal door opener
- Additional epoxy shelves
- Air filter
- Stainless steel shelves
- 6" Casters
- Tray/Pan slides

Warranty

3 Year - parts and Labor on entire machine.
5 Year - Parts on Compressor
Valid in United States, Canada, Puerto Rico and U.S. Territories. Contact factory for warranty in other countries.

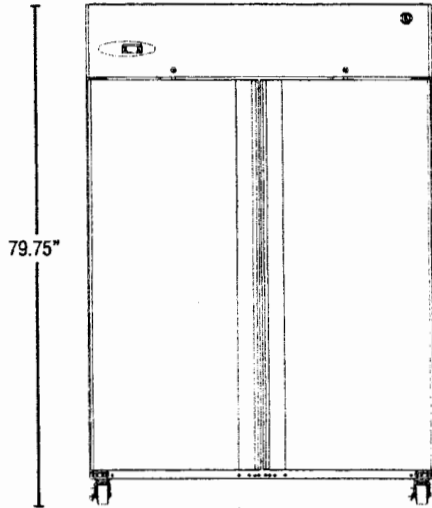


Commercial Series Freezers



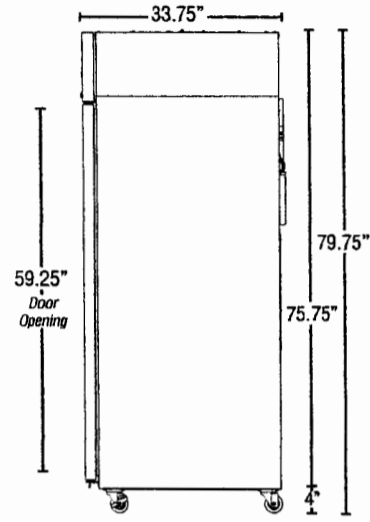
CF2S-FS
02/11/16
Item # 13367

FRONT VIEW



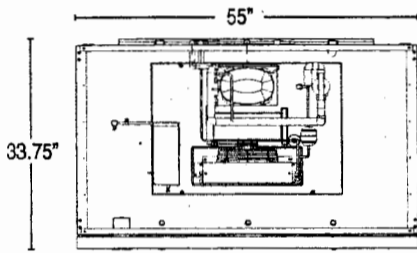
CF2S-FS

SIDE VIEW

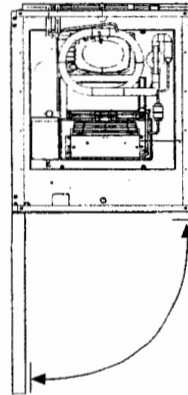


CF2S-FS

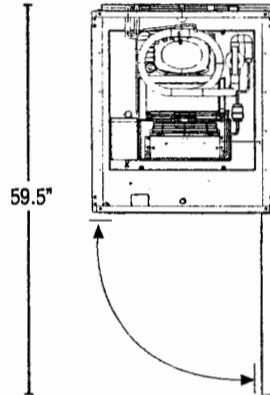
PLAN VIEW



CF2S-FS



CF2S-FS
(Showing Left Swing)



CF2S-FS
(Showing Right Swing)

Cabinet Construction

The exterior cabinet front, and sides, are constructed of high quality stainless steel. The exterior top, back, and bottom are constructed of coated steel. The cabinet interior is constructed of stainless steel with a unique "ducted" air flow system. Three (3) heavy duty epoxy coated shelves per section are standard. Mounted on stainless steel pilasters shelves are adjustable in 1" increments. Cabinet walls and doors are insulated with 2-3/8" of environmentally friendly, CFC free, foamed in place polyurethane. Perimeter door heaters prevent condensation from forming on the face of the cabinet. An interior light is automatically activated when doors are opened. 4" factory installed polyolefin, casters (two with brakes) are standard.

Door Construction

Doors are constructed of a high grade stainless steel exterior and interior and are standard with locks. Hoshizaki's exclusive "stepped" design protects the recessed gasket while product is being removed from the cabinet. Doors are provided with a one piece, full length extruded aluminum flush mount handle and are mounted on eight (8) gauge stainless steel hinge plates with a welded hinge pin. Spring assisted self-closing doors are equipped with a stay open feature past 90 degrees. Snap-in magnetic door gaskets are easily removed for cleaning. Door hinging is field reversible (with an optional door reversal hinge kit).

Refrigeration System

The high efficiency refrigeration system is self-contained with an epoxy electrocoated (E-Coat) evaporator for extended life. Top mounted refrigeration system is easily accessible for service. The refrigeration system components are assembled on a high density expanded polypropylene platform that is removable from the main unit. A unique ducted air flow system achieves uniform air distribution within the cabinet to eliminate hot spots. Condensate removal is accomplished with an energy efficient non-electric evaporation system. A thermostatic expansion valve (TXV) controls the flow of environmentally friendly R-404A refrigerant through the evaporator. Refrigeration system utilizes a heated defrost to eliminate any ice on the evaporator coil. Solid state digital controls monitor the operation and performance of the refrigeration system. The controls also provide visual high and low temperature and high and low voltage alarms. A LED display shows the cabinet temperature and is adjustable to Fahrenheit or Celsius. 115 volt units are equipped with an eight foot cord and plug (20.0 amps or less).

Printed in the U.S.A.

Standard Exterior Features

- 60-3/4" wide open top with stainless steel front, sides and removable shelf.
- 28,000 BTU NAT (24,000 BTU LP) PATENTED, one-piece cast iron, non-clog burners with Lifetime Warranty.
- Stainless steel front, sides and removable shelf.
- 1/2" smooth, polished steel griddle plate with raised sides on 24" and 36" wide griddles [available in manual or thermostatic, left (L) or right (R)]
- 1" smooth, polished steel griddle plate with raised sides on 48" wide griddles
- 4" Stainless steel front rail with closed, welded end caps
- Individual, removable cast iron grate tops (rear holds up to 14" stock pot).
- Two (2) removable, one-piece crumb drawer under burners
- Metal knobs w/ red stripe
- Hinged, lower valve panel
- Quadrant spring doors with ergonomic chrome handle
- 6" stainless steel, adjustable legs
- Factory installed pressure regulator

Standard Oven Features (D)

- 35,000 BTU space saver oven with snap action thermostat adjustable for 175°F to 550°F
- U-shaped heavy duty oven burner
- Equipped with flame failure safety device
- Large 26" wide X 26-1/2" deep oven with all oven cavity parts enameled
- Four sides and top of oven insulated with heavy, self-supporting block type rock wool with oven baffle assembly
- 2-position rack guides with one removable rack

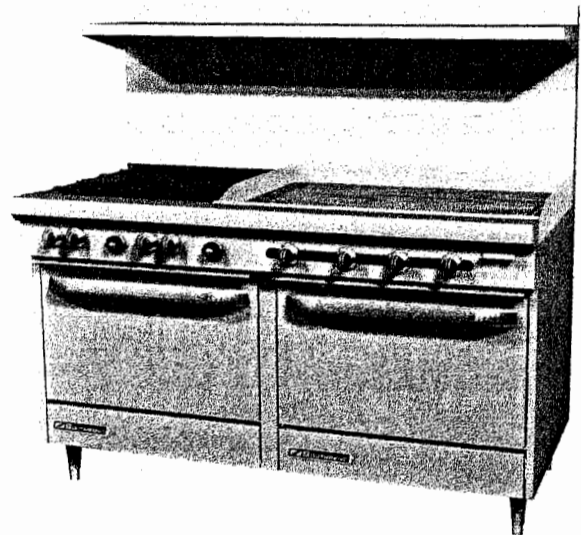
Convection Oven Features (A)

- 35,000 BTU space saver oven with snap action thermostat adjustable for 175°F to 550°F
- U-shaped heavy duty oven burner.
- Equipped with flame failure safety device
- Large 26" wide X 26-1/2" deep oven with all oven cavity parts enameled
- Four sides and top of oven insulated with heavy, self-supporting block type rock wool with oven baffle assembly
- 1/2 hp, 1710 rpm, 60 cycle, 115V AC high efficiency, permanent split phase motor.
- On/Off switch to allow CO base to operate as a standard oven.
- 5-position rack guides with two (2) removable racks

Cabinet Base Features (C)

- Aluminized cabinet base. Optional no-charge doors that open from the center available.

- S60DD-2G/T - 6 Burners, 24" Griddle, 2 Standard Ovens
- S60AA-2G/T - 6 Burners, 24" Griddle, 2 Convection Ovens
- S60AD-2G/T - 6 Burners, 24" Griddle, 1 Convection Oven, 1 Standard Oven
- S60DC-2G/T - 6 Burners, 24" Griddle, 1 Standard Oven, 1 Cabinet
- S60AC-2G/T - 6 Burners, 24" Griddle, 1 Convection Oven, 1 Cabinet
- S60CC-2G/T - 6 Burners, 24" Griddle, 2 Cabinets
- S60DD-3G/T - 4 Burners, 36" Griddle, 2 Standard Ovens
- S60AA-3G/T - 4 Burners, 36" Griddle, 2 Convection Ovens
- S60AD-3G/T - 4 Burners, 36" Griddle, 1 Convection Oven, 1 Standard Oven
- S60DC-3G/T - 4 Burners, 36" Griddle, 1 Standard Oven, 1 Cabinet
- S60AC-3G/T - 4 Burners, 36" Griddle, 1 Convection Oven, 1 Cabinet
- S60CC-3G/T - 4 Burners, 36" Griddle, 2 Cabinets
- S60DD-4G/T - 2 Burners, 48" Griddle, 2 Standard Ovens
- S60AA-4G/T - 2 Burners, 48" Griddle, 2 Convection Ovens
- S60AD-4G/T - 2 Burners, 48" Griddle, 1 Convection Oven, 1 Standard Oven
- S60DC-4G/T - 2 Burners, 48" Griddle, 1 Standard Oven, 1 Cabinet
- S60AC-4G/T - 2 Burners, 48" Griddle, 1 Convection Oven, 1 Cabinet
- S60CC-4G/T - 2 Burners, 48" Griddle, 2 Cabinets



(S60DD-3GR shown)

BIDDING SPECIFICATION

The unit shall be a 60-3/4" wide, S-Series Restaurant Range with the exterior constructed of stainless steel and shall have a 4" stainless steel front rail with closed, welded end caps. The unit shall have 6" stainless steel, adjustable legs. The unit shall come with a 22.5" high stainless steel flue riser with single shelf. The unit shall come with a factory installed regulator.

OPEN TOP - The unit shall have 28,000 BTU NAT (24,000 BTU LP) open top burners with individual, removable cast iron grate tops.

2G/T - The unit shall have a 24", smooth, polished 1/2" thick steel griddle plate with raised sides, to include three (3) 16,000 BTU burners. [specify left (L) or right (R) side]

3G/T - The unit shall have a 36", smooth, polished 1/2" thick steel griddle plate with raised sides, to include four (4) 16,000 BTU burners. [specify left (L) or right (R) side]

4G/T - The unit shall have a 48", smooth, polished 1" thick steel griddle plate with raised sides, to include five (5) 16,000 BTU burners.

D - The unit shall have a 35,000 BTU standard oven with snap action thermostat, adjustable from 175°F to 550°F. The interior shall be enameled and measure 26" wide X 26.5" deep X 14" high, and includes 2-position rack guides with one removable rack.

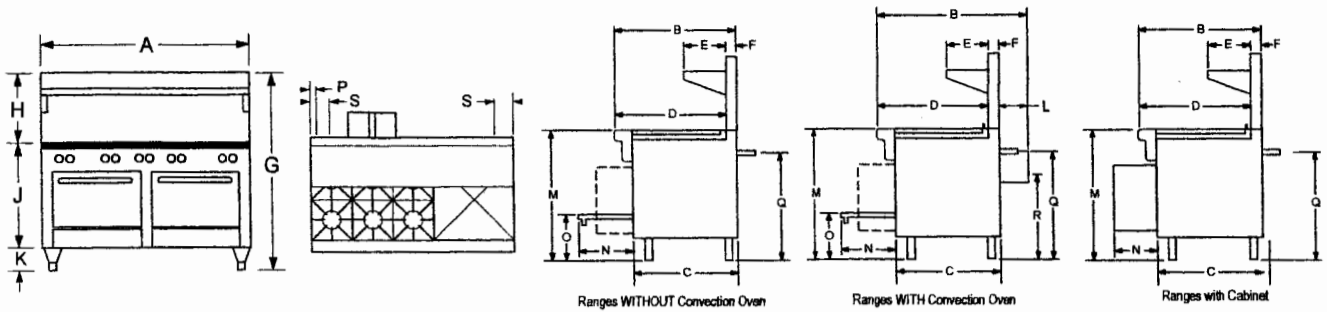
A - The unit shall have a 35,000 BTU convection oven with snap action thermostat, adjustable from 175°F to 550°F. The unit shall include a 1/2 hp split phase motor with on/off switch to allow CO base to operate as a standard oven. The interior shall be enameled and measure 26" wide X 24" deep X 14" high, and includes 5-position rack guides with two removable racks.

C - The unit shall have an aluminized cabinet base without doors. Optional, no-charge doors that open from the center available.



Models: S60DD-2G/T S60AA-2G/T S60AD-2G/T S60DC-2G/T S60AC-2G/T S60CC-2G/T
 S60DD-3G/T S60AA-3G/T S60AD-3G/T S60DC-3G/T S60AC-3G/T S60CC-3G/T
 S60DD-4G/T S60AA-4G/T S60AD-4G/T S60DC-4G/T S60AC-4G/T S60CC-4G/T

Dimensions - in (mm)



Model	EXTERIOR											Cook Top	Door Opening	Oven Bottom	3/4" Gas Conn.		ELECTRIC	
	Width A	Depth B	C	D	E	F	G	H	J	K	L				M	N	O	P*
S60DD - 2G/T, 3G/T, 4G/T	60.75" (1543)	34.00" (864)	29.75" (756)	31.00" (787)	10.00" (254)	2.75" (70)	59.50" (1511)	22.50" (572)	31.00" (787)	6.00" (152)	-	37.00" (940)	15.50" (394)	13.00" (330)	3.25" (83)	30.25" (768)	-	-
S60AA - 2G/T, 3G/T, 4G/T	60.75" (1543)	41.75" (1060)	29.75" (756)	31.00" (787)	10.00" (254)	2.75" (70)	59.50" (1511)	22.50" (572)	31.00" (787)	6.00" (152)	8.25" (210)	37.00" (940)	15.50" (394)	13.00" (330)	3.25" (83)	30.25" (768)	24.00" (610)	6.00" (152)
S60CC - 2G/T, 3G/T, 4G/T	60.75" (1543)	34.00" (864)	29.75" (756)	31.00" (787)	10.00" (254)	2.75" (70)	59.50" (1511)	22.50" (572)	31.00" (787)	6.00" (152)	-	37.00" (940)	13.50" (343)	-	3.25" (83)	30.25" (768)	-	-

Model	OVEN INTERIOR			CRATE SIZE			Cubic Volume	Crated Weight
	Width	Depth	Height	Width	Depth	Height		
S60DD - 2G/T, 3G/T, 4G/T	26.00" (660)	26.50" (673)	14.00" (356)	67.00" (1702)	45.50" (1158)	75.00" (1905)	132.3 cu. ft. 3.75 cu.m.	860 lbs. 390 kg.
S60AA - 2G/T, 3G/T, 4G/T	26.00" (660)	24.00" (610)	14.00" (356)	67.00" (1702)	45.50" (1158)	75.00" (1905)	132.3 cu. ft. 3.75 cu.m.	860 lbs. 390 kg.
S60CC - 2G/T, 3G/T, 4G/T	-	-	-	67.00" (1702)	45.50" (1158)	75.00" (1905)	132.3 cu. ft. 3.75 cu.m.	860 lbs. 390 kg.

NOTES:

*Gas convection will be located on opposite side of griddle location (if griddle is located on the left the gas connection will be moved to the right side).

UTILITY INFORMATION

Gas Type	BURNERS (BTU/EACH)					
	OPEN TOP BURNER	STANDARD OVEN	CONNECTION OVEN	GRIDDLE		
				24"	36"	48"
Natural	28K	35K	35K	3 @ 16K	4 @ 16K	5 @ 16K
LP	24K	35K	35K	3 @ 16K	4 @ 16K	5 @ 16K

- Each unit has a 3/4", male, rear gas connection.
- Minimum inlet pressure - Natural Gas is 7" W.C
- Propane Gas is 11" W.C.
- Each convection oven is standard 115/60/1 furnished with 6' cord with 3-prong plug. Total max amps is 5.9.
- Optional - 208/60/1, 50/60/1 phase. Supply must be wired to junction box with terminal block located at rear. Total max amps is 2.7.
- For installation on combustible floors (with 6" high legs or casters) and adjacent to combustible walls, allow 10" clearance.

- Check local codes for fire, installation and sanitary regulations.
- Clearance to noncombustible construction is 0" for all tops and bases.
- If using Flex-Hose, the I.D. should not be smaller than the I.D. of the manifold of the unit to which it is being connected.
- If casters are used, a restraining device should be used to eliminate undue strain on the flex hose.
- Install under vented hood.
- If the unit is connected directly to the outside flue, an A.G.A approved down draft diverter must be installed at the flue outlet of the oven.

Notice: Southbend reserves the right to change specifications and product design without notice. Such revisions do not entitle the buyer to corresponding changes, improvements, additions, or replacements for previously purchased equipment.

OPTIONS AND ACCESSORIES

- Casters - all swivel - front with locks
- 10" flue riser
- 3/4" quick disconnect with flexible hose - complies with ANSI Z 21.69 (Specify 3ft, 4ft or 5ft).
- Restraining device
- Extra oven racks
- Auxiliary griddle plates
- Cabinet base doors (No charge)
- Various salamander & cheesemelter mounts available (Please contact factory)

INTENDED FOR COMMERCIAL USE ONLY.
NOT FOR HOUSEHOLD USE.



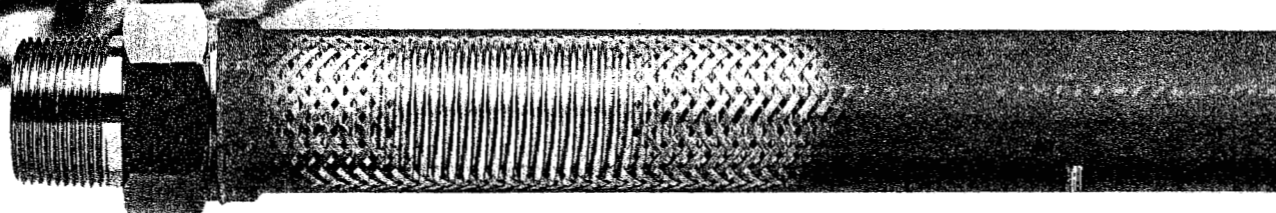
1100 Old Honeycutt Road, Fuquay-Varina, NC 27526
(919) 762-1000 www.southbendnc.com



Foodservice Moveable Equipment Installation Products

The Dormont Blue Hose™ is the heart of the Safety System, specifically engineered for caster-mounted commercial cooking equipment. The Blue Hose includes an antimicrobial protective PVC coating, and our Stress Guard® technology that makes the hose easier to install and dramatically reduces stress on the hose ends.

The fuel gas codes require the use of an ANSI Z21.69/CSA 6.16 moveable gas connector with all appliances that may or may not utilize casters and, under normal use, are moved on a regular basis for service, positioning or area cleanliness.



Rotation technology reduces stress on both ends of the hose

Stainless Steel Construction
Heavy-duty, flexible, corrugated 304 stainless steel tubing

Stainless Steel Braid
Tight-weave braid prevents corrugations from stretching as equipment is moved

Antimicrobial PVC Coating
Inhibits growth of bacteria, mold and mildew on the gas connector



The Dormont Safety System™ is the first and only complete gas equipment connection system specifically engineered for the commercial kitchen. It is a complete system of connection products designed with the safety of your kitchen, the food you serve, your employees, and your business in mind.

The Safety System includes the famous Dormont Blue Hose and our exclusive safety-based fittings - the SnapFast quick-disconnect, the Safety Quik quick-disconnect valve, and the Swivel MAX. Safe, unique, and affordable, the Dormont Safety System provides peace of mind for the gas connections in your commercial kitchen.



- Prevents user from turning on gas while appliance is disconnected
- Thermal shut-off when internal temperature exceeds 350°F (177°C)



- One-handed quick-disconnect fitting
- Thermal shut-off when internal temperature exceeds 350°F (177°C)



- Reduces stress on connector
- Increases kitchen aisle space by allowing connector to be positioned closer to the wall



Restraining Cable

- Prevents transmission of strain to connector
- Provided 1' shorter than the gas connector









Safety-Set

- Ensures cooking equipment is always positioned in design-specified location
- Fast installation with choice of adhesive foam tape or thumbscrews



Dormont® Moveable Commercial Equipment Kits

KIT SOLUTIONS	50 = ½" ID 75 = ¾" ID 100 = 1" ID 125 = 1-¼" ID	BTU/hr Minimum Flow Capacity*						
	PART NUMBER		THE BLUE HOSE™	SnapFast® QUICK-DISCONNECT	Swivel MAX® 1st SWIVEL	Swivel MAX® 2nd SWIVEL	Safety Quik® VALVE	RESTRAINING CABLE
Standard Kit (KIT)¹ The Dormont Blue Hose™ SnapFast Quick-Disconnect Restraining Cable	1650KIT36	77K	✓	✓				✓
	1650KIT48	68K	✓	✓				✓
	1650KIT60	60K	✓	✓				✓
	1675KIT36	218K	✓	✓				✓
	1675KIT48	180K	✓	✓				✓
	1675KIT60	158K	✓	✓				✓
	16100KIT36	379K	✓	✓				✓
	16100KIT48	334K	✓	✓				✓
16100KIT60	294K	✓	✓				✓	
Single Swivel MAX Kit (KITS)² The Dormont Blue Hose™ SnapFast Quick-Disconnect One Swivel MAX Swivel Restraining Cable	1650KITS36	72K	✓	✓	✓			✓
	1650KITS48	63K	✓	✓	✓			✓
	1650KITS60	56K	✓	✓	✓			✓
	1675KITS36	203K	✓	✓	✓			✓
	1675KITS48	167K	✓	✓	✓			✓
	1675KITS60	147K	✓	✓	✓			✓
	16100KITS36	353K	✓	✓	✓			✓
	16100KITS48	310K	✓	✓	✓			✓
16100KITS60	274K	✓	✓	✓			✓	
Double Swivel MAX Kit (KIT2S)³ The Dormont Blue Hose™ SnapFast Quick-Disconnect Two Swivel MAX Swivels Restraining Cable	1650KIT2S36	69K	✓	✓	✓	✓		✓
	1650KIT2S48	60K	✓	✓	✓	✓		✓
	1650KIT2S60	54K	✓	✓	✓	✓		✓
	1675KIT2S36	193K	✓	✓	✓	✓		✓
	1675KIT2S48	160K	✓	✓	✓	✓		✓
	1675KIT2S60	140K	✓	✓	✓	✓		✓
	16100KIT2S36	336K	✓	✓	✓	✓		✓
	16100KIT2S48	295K	✓	✓	✓	✓		✓
16100KIT2S60	261K	✓	✓	✓	✓		✓	
Safety Quik Kit (KITCF)⁴ The Dormont Blue Hose™ Safety Quik Quick-Disconnect Restraining Cable	1650KITCF36	77K	✓				✓	✓
	1650KITCF48	68K	✓				✓	✓
	1650KITCF60	60K	✓				✓	✓
	1675KITCF36	218K	✓				✓	✓
	1675KITCF48	180K	✓				✓	✓
	1675KITCF60	158K	✓				✓	✓
	16100KITCF36	379K	✓				✓	✓
	16100KITCF48	334K	✓				✓	✓
16100KITCF60	294K	✓				✓	✓	
Safety Quik Single Swivel MAX Kit (KITCFS)⁵	1650KITCFS36	72K	✓		✓		✓	✓
	1650KITCFS48	63K	✓		✓		✓	✓
	1650KITCFS60	56K	✓		✓		✓	✓
	1675KITCFS36	203K	✓		✓		✓	✓
	1675KITCFS48	161K	✓		✓		✓	✓
	1675KITCFS60	147K	✓		✓		✓	✓
	16100KITCFS36	353K	✓		✓		✓	✓
	16100KITCFS48	310K	✓		✓		✓	✓
16100KITCFS60	274K	✓		✓		✓	✓	

¹ Includes Full Port Gas Valve and (2) 90° Street Elbows

² Includes Full Port Gas Valve and (1) 90° Street Elbow

³ Includes Full Port Gas Valve

⁴ Includes (2) 90° Street Elbows

⁵ Includes (1) 90° Street Elbow

Indicates most commonly stocked item

*BTU/hr Minimum Flow Capacity (0.64 Sp.Gr., 1000 BTU/ft³ Natural Gas at 0.5" wc pressure drop)

ADDITIONAL CONFIGURATIONS ARE AVAILABLE IN OUR CATALOG.



Add PS to the end of any part number to include the Safety-Set® wheel placement system



We guarantee our commercial gas connectors for the life of the original appliance to which it is connected.

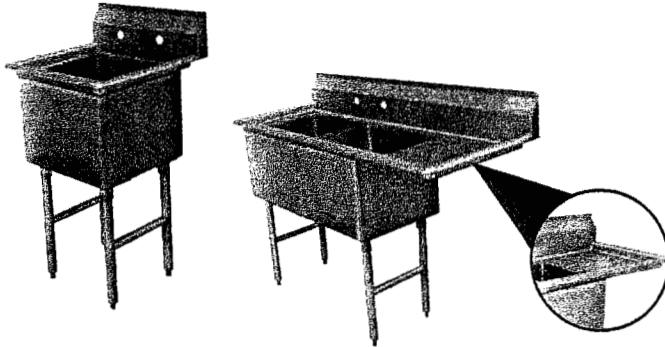


STAINLESS STEEL

FABRICATED ECONOMY SINKS

One & Two Compartments

SFC CLERK RECORDED 11/30/2016



Item #: _____ Qty #: _____
 Model #: _____
 Project #: _____

Rolled Rim Edge
For Additional Strength

MATERIAL:

1 5/8" diameter stainless steel legs with 1" adjustable stainless steel bullet feet.
 Entire unit is 16 gauge 304 stainless steel.
 Gussets - stainless steel.

MECHANICAL:

- Supply is 1/2" IPS hot & cold.
- Faucet holes on 8" centers.
- Faucets are not included (see accessories).
- Waste drains are 1 1/2" IPS S/S basket type, located in center of sink bowl, and are included.

FEATURES:

Backsplash has tile edge for ease of installation.
 Sink bowls are 3/4" covered corner and meet NSF requirements.
 Rolled Rim Edge for additional strength.
 Sink Bowls are 14" deep for greater capacity.

CONSTRUCTION:

All TIG welded.
 Welded areas blended to match adjacent surfaces and to a satin finish.
 Gussets welded to a die-formed reinforced plate.



Fabricated Bowls are Welded Together at the Seams



K-700
Removable Side Splashes
Fits Left OR Right Side

	MODEL #	Length	Width	Bowl Size	Drbd. Length	# of	Drbd.	Wt
		L	W	A & B	C	Drbrds.	Location	
ONE COMPARTMENT	FC-1-1620	21"	26"		N/A	0	None	lbs.
	FC-1-1620-18RorL	36 1/2"	26"	16"x20"	18"	1	Specify	lbs.
	FC-1-1620-18RL	52"	26"		18"	2	R & L	lbs.
	FC-1-1818	23"	24"		N/A	0	None	60 lbs.
	FC-1-1818-18RorL	38 1/2"	24"		18"	1	Specify	65 lbs.
	FC-1-1818-24RorL	44 1/2"	24"	18"x18"	24"	1	Specify	70 lbs.
	FC-1-1818-18RL	54"	24"		18"	2	R & L	90 lbs.
	FC-1-1818-24RL	66"	24"		24"	2	R & L	100 lbs.
	FC-1-1824	23"	30"		N/A	0	None	67 lbs.
	FC-1-1824-18RorL	38 1/2"	30"		18"	1	Specify	105 lbs.
	FC-1-1824-24RorL	45"	30"	18"x24"	24"	1	Specify	115 lbs.
	FC-1-1824-18RL	54"	30"		18"	2	R & L	120 lbs.
	FC-1-1824-24RL	66"	30"		24"	2	R & L	130 lbs.
	FC-1-2424	29"	30"		N/A	0	None	90 lbs.
	FC-1-2424-18RorL	45"	30"		18"	1	Specify	118 lbs.
	FC-1-2424-24RorL	50 1/2"	30"	24"x24"	24"	1	Specify	123 lbs.
	FC-1-2424-18RL	60"	30"		18"	2	R & L	135 lbs.
	FC-1-2424-24RL	72"	30"		24"	2	R & L	145 lbs.
TWO COMPARTMENTS	FC-2-1515	35"	21"	15"x15"	N/A	0	None	78 lbs.
	FC-2-1620	37"	26"		N/A	0	None	85 lbs.
	FC-2-1620-18RorL	52 1/2"	26"	16"x20"	18"	1	Specify	100 lbs.
	FC-2-1620-18RL	68"	26"		18"	2	R & L	118 lbs.
	FC-2-1818	41"	24"	18"x18"	N/A	0	None	83 lbs.
	FC-2-1818-18RorL	56 1/2"	24"		18"	1	Specify	90 lbs.
	FC-2-1818-18RL	72"	24"		18"	2	R & L	105 lbs.
	FC-2-1818-24RL	84"	24"		24"	2	R & L	115 lbs.
	FC-2-1824	41"	30"		N/A	0	None	115 lbs.
	FC-2-1824-18RorL	56 1/2"	30"	18"x24"	18"	1	Specify	130 lbs.
	FC-2-1824-24RorL	62 1/2"	30"		24"	1	Specify	140 lbs.
	FC-2-1824-18RL	72"	30"		18"	2	R & L	145 lbs.
	FC-2-1824-24RL	84"	30"		24"	2	R & L	160 lbs.
	FC-2-2424	53"	30"		N/A	0	None	138 lbs.
	FC-2-2424-18RorL	68 1/2"	30"	24"x24"	18"	1	Specify	155 lbs.
	FC-2-2424-18RL	84"	30"		18"	2	R & L	210 lbs.
	FC-2-2424-24RorL	74 1/2"	30"		24"	1	Specify	195 lbs.
	FC-2-2424-24RL	96"	30"		24"	2	R & L	225 lbs.



Customer Service Available To Assist You 1-800-645-3166 8:30 am - 8:00 pm E.S.T.

For Orders & Customer Service:

Email: customer@advancetabco.com or Fax: 631-242-6900

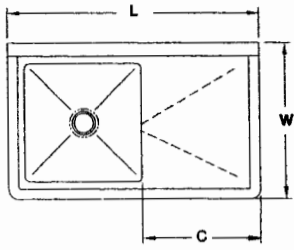
For Smart Fabrication™ Quotes:

Email: smartfab@advancetabco.com or Fax: 631-586-2933

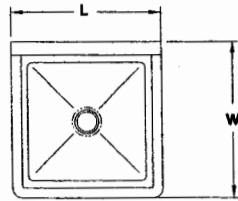
DIMENSIONS and SPECIFICATIONS

TOL Overall: $\pm .500"$
 Interior: $\pm .250"$

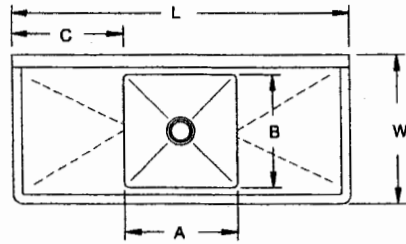
ALL DIMENSIONS ARE TYPICAL



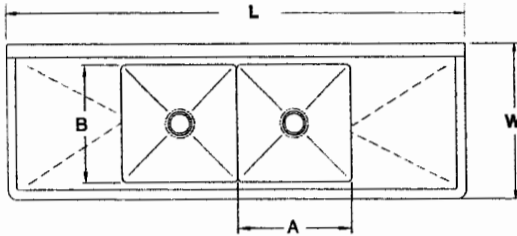
1 COMP - 1 DRBD



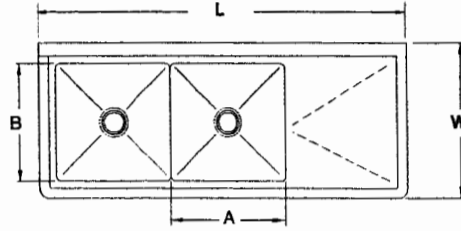
1 COMP



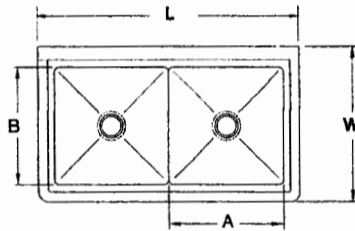
1 COMP - 2 DRBDs



2 COMP - 2 DRBD

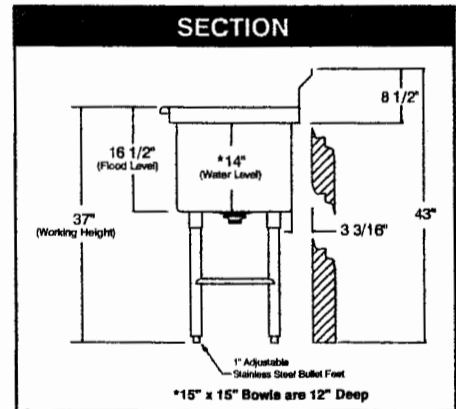
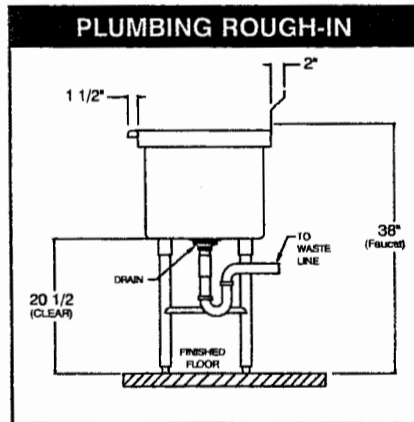


2 COMP - 1 DRBD



2 COMP

ACCESSORIES	Model #	Qty
DRAINS		
FAUCETS		



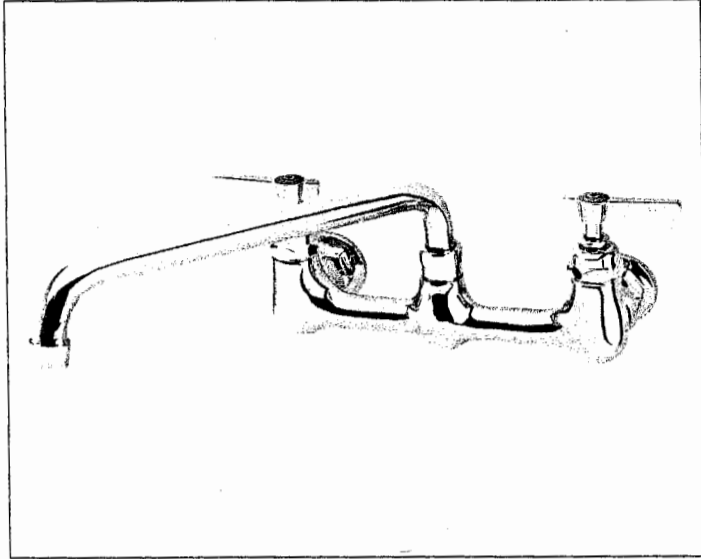


ROYAL SERIES PLUMBING 8" CENTER WALL MOUNT FAUCETS

SEE CLERK RECORDED

MODEL: _____ PROJECT: _____ ITEM #: _____ QTY: _____

PRODUCT IMAGE



14-812 SHOWN

**ALSO AVAILABLE IN LOW LEAD BY
ADDING "L" TO MODEL NUMBER**

STANDARD FEATURES

- 1 1/4 turn high performance ceramic cartridge valve with built-in back flow preventers
- Heavy-Duty flanges with eccentric fittings for quick installations
- Heavy-Duty spout with double O-Ring construction and welded shoulder for durability
- High precision machining and polished nickel chromium finish
- Color-coded handles
- Optional wrist blade handles available
- Mounting kit included (1/2" NPT x 1 1/2" male nipples with locknuts)
- Full replacement parts available
- 1 Year Warranty
- Low Lead Compliance**
"L" Models meet California AB-1953 and Vermont S152 standards
(Faucet models already listed with the "L" suffix (i.e. 12-806L) are only available in Low Lead Compliant model)

SPECIFICATIONS

- 1 8" on center wall mount with 1/2" NPT male inlets
- 1 Rough in: Two 7/8" round holes on 8" centers
- 1 Temperature Range: 40°F to 180°F
- 1 Flow rate: 2 GPM max
- 1 Shipping weight: 5 1/2 lbs.
- 1 Quantity per case: 6



APPROVED BY:

CERTIFICATIONS:

Due to our commitment to continued product improvement, specifications are subject to change without notice.

Printed in the USA

Krowne Metal Corporation

100 Haul Rd. Wayne, NJ 07470 • Toll Free: (800) 631-0442 • Fax: (973) 872-1129

sales@krowne.com • www.krowne.com • www.facebook.com/KrowneMetal • www.twitter.com/KrowneMetal

Rev. 05/2012
No. 14-8XX



ROYAL SERIES PLUMBING

8" CENTER WALL MOUNT FAUCETS

MODEL: _____ PROJECT: _____ ITEM #: _____ QTY: _____

MODELS

STANDARD SPOUTS

Model Numbers	Ⓐ	Ⓑ	Ⓒ
14-806	6"	2 3/8"	4 7/8"
14-808	8"	2 3/8"	4 7/8"
14-810	10"	2 5/8"	5 1/4"
14-812	12"	3 1/8"	5 5/8"
14-814	14"	3 1/2"	6"
14-816	16"	4 1/2"	7"
12-818L*	18"	5 1/2"	8"

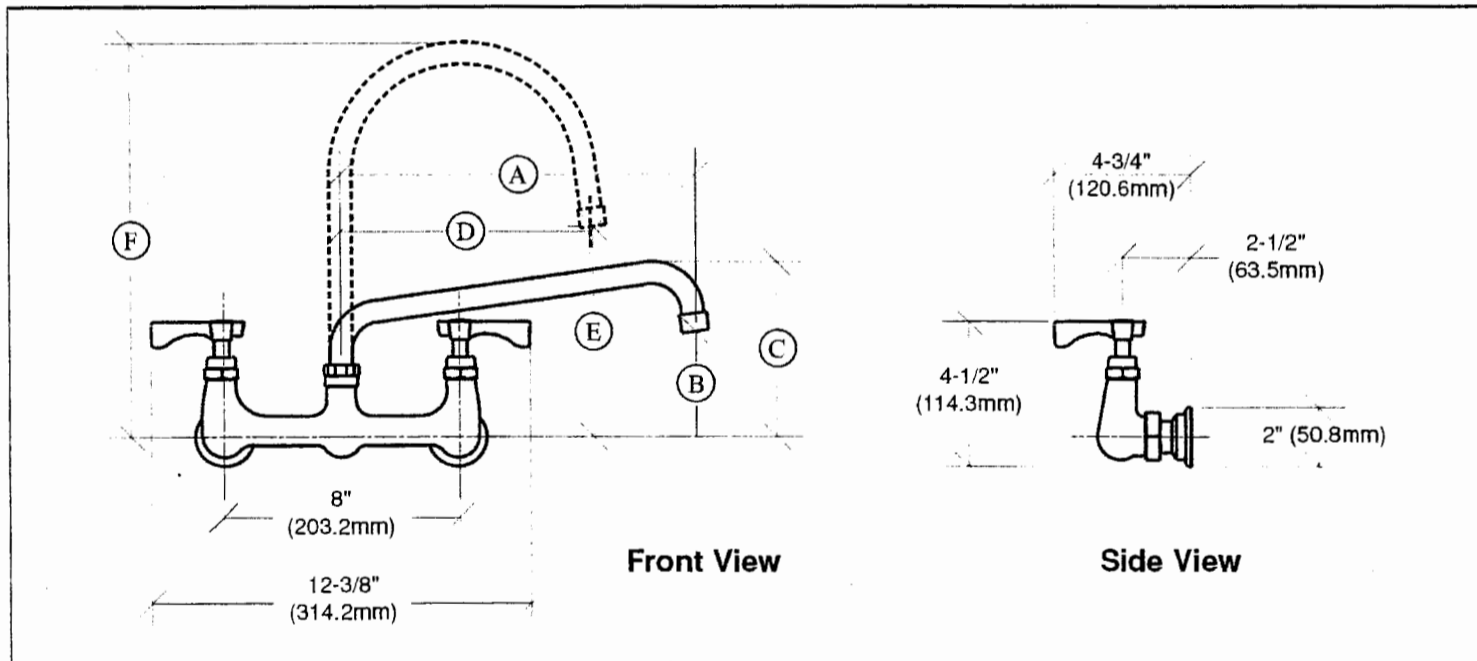
GOOSENECK SPOUTS

Model Numbers	Ⓓ	Ⓔ	Ⓕ
14-801L	6"	6"	10"
14-802L	8 1/2"	7 1/2"	12 7/8"

NOTE: Add "L" to end of Model Number for Low Lead Model

*Double Jointed Spout

DRAWING



APPROVED BY: _____

CERTIFICATIONS:

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Rev. 05/2012
No. 14-8XX



STAINLESS STEEL ECONOMY WORK TABLES



SFC CLERK RECORDED 11/30/2016

FEATURES:

ELAG Top is furnished with 1 5/8" sanitary rolled rim on front and rear & square ends.
FLAG Top is furnished with 1 5/8" sanitary rolled rim on front and square ends, and 1 1/2" backsplash on rear.
KLAG Top is furnished with 1 5/8" sanitary rolled rim on front and square ends, and 5" backsplash at rear.
 Two hat-channels stud welded under tabletop to reinforce and maintain a level work surface.
 Aluminum die cast "leg-to-shelf" clamp secures shelf to leg eliminating unsightly nuts and bolts. Undershef is fully adjustable.

CONSTRUCTION:

All TIG welded. Exposed weld areas polished to match adjacent surface.
 Top is sound deadened.
 Roll formed embossed galvanized hat channels are secured to top by means of structural adhesive and weld studs.
 Gussets welded to support hat channels.

MATERIAL:

TOP: 16 gauge stainless steel type "430" series.
SHELF: 18 gauge galvanized steel.
LEGS: 1 5/8" diameter tubular galvanized steel. Galvanized steel gussets. 1" adjustable plastic bullet feet.

Item #: _____ Qty #: _____
 Model #: _____
 Project #: _____



ELAG-X Series
Flat Top



Plastic Bullet Feet standard on
ELAG, FLAG & KLAG Series



FLAG-X Series
1 1/2" Backsplash



KLAG-X Series
5" Backsplash

MADE IN THE
USA

L	Model #	Cu.		WT.	Ft.	Cu.		WT.	Ft.				
		WT.	Ft.			WT.	Ft.						
		FLAT TOP				1 1/2" SPLASH				5" SPLASH			
18" WIDE	24"	ELAG-182-X	37 lbs.	4	-	-	-	-	-	-	-	-	-
	30"	ELAG-180-X	44 lbs.	4	-	-	-	-	-	-	-	-	-
	36"	ELAG-183-X	47 lbs.	4	-	-	-	-	-	-	-	-	-
	48"	ELAG-184-X	58 lbs.	5	-	-	-	-	-	-	-	-	-
	60"	ELAG-185-X	66 lbs.	7	-	-	-	-	-	-	-	-	-
	72"	ELAG-186-X	79 lbs.	8	-	-	-	-	-	-	-	-	-
24" WIDE	24"	ELAG-242-X	44 lbs.	4	FLAG-242-X	44 lbs.	4	FLAG-242-X	44 lbs.	4	KLAG-242-X	48 lbs.	7
	30"	ELAG-240-X	50 lbs.	4	FLAG-240-X	50 lbs.	4	FLAG-240-X	50 lbs.	4	KLAG-240-X	55 lbs.	7
	36"	ELAG-243-X	56 lbs.	4	FLAG-243-X	56 lbs.	4	FLAG-243-X	56 lbs.	4	KLAG-243-X	61 lbs.	7
	48"	ELAG-244-X	69 lbs.	6	FLAG-244-X	69 lbs.	6	FLAG-244-X	69 lbs.	6	KLAG-244-X	75 lbs.	9
	60"	ELAG-245-X	80 lbs.	7	FLAG-245-X	80 lbs.	7	FLAG-245-X	80 lbs.	7	KLAG-245-X	89 lbs.	11
	72"	ELAG-246-X	95 lbs.	8	FLAG-246-X	95 lbs.	8	FLAG-246-X	95 lbs.	8	KLAG-246-X	102 lbs.	13
30" WIDE	84"	ELAG-247-X	108 lbs.	10	FLAG-247-X	108 lbs.	10	FLAG-247-X	108 lbs.	10	KLAG-247-X	117 lbs.	15
	96"	ELAG-248-X*	112 lbs.	11	FLAG-248-X*	112 lbs.	11	FLAG-248-X*	112 lbs.	11	KLAG-248-X*	137 lbs.	17
	24"	ELAG-302-X	49 lbs.	5	FLAG-302-X	49 lbs.	5	FLAG-302-X	49 lbs.	5	KLAG-302-X	53 lbs.	8
	30"	ELAG-300-X	56 lbs.	5	FLAG-300-X	56 lbs.	5	FLAG-300-X	56 lbs.	5	KLAG-300-X	61 lbs.	8
	36"	ELAG-303-X	64 lbs.	5	FLAG-303-X	64 lbs.	5	FLAG-303-X	64 lbs.	5	KLAG-303-X	69 lbs.	8
	48"	ELAG-304-X	79 lbs.	7	FLAG-304-X	79 lbs.	7	FLAG-304-X	79 lbs.	7	KLAG-304-X	84 lbs.	11
36" WIDE	60"	ELAG-305-X	95 lbs.	8	FLAG-305-X	95 lbs.	8	FLAG-305-X	95 lbs.	8	KLAG-305-X	101 lbs.	13
	72"	ELAG-306-X	110 lbs.	10	FLAG-306-X	110 lbs.	10	FLAG-306-X	110 lbs.	10	KLAG-306-X	117 lbs.	16
	84"	ELAG-307-X	125 lbs.	12	FLAG-307-X	125 lbs.	12	FLAG-307-X	125 lbs.	12	KLAG-307-X	133 lbs.	18
	96"	ELAG-308-X*	131 lbs.	13	FLAG-308-X*	131 lbs.	13	FLAG-308-X*	131 lbs.	13	KLAG-308-X*	140 lbs.	20
	36"	ELAG-363-X	73 lbs.	6	FLAG-363-X	73 lbs.	6	FLAG-363-X	73 lbs.	6	KLAG-363-X	80 lbs.	10
	48"	ELAG-364-X	92 lbs.	8	FLAG-364-X	92 lbs.	8	FLAG-364-X	92 lbs.	8	KLAG-364-X	100 lbs.	13
36" WIDE	60"	ELAG-365-X	111 lbs.	10	FLAG-365-X	111 lbs.	10	FLAG-365-X	111 lbs.	10	KLAG-365-X	120 lbs.	15
	72"	ELAG-366-X	130 lbs.	12	FLAG-366-X	130 lbs.	12	FLAG-366-X	130 lbs.	12	KLAG-366-X	140 lbs.	18
	96"	ELAG-368-X*	158 lbs.	15	FLAG-368-X*	158 lbs.	15	FLAG-368-X*	158 lbs.	15	KLAG-368-X*	189 lbs.	24

All 8 ft. Tables Provided With 6 Legs

Customer Service Available To Assist You 1-800-645-3166 8:30 am - 8:00 pm E.S.T.

For Orders & Customer Service:

Email: customer@advancetabco.com or Fax: 631-242-6900

For Smart Fabrication™ Quotes:

Email: smartfab@advancetabco.com or Fax: 631-586-2933



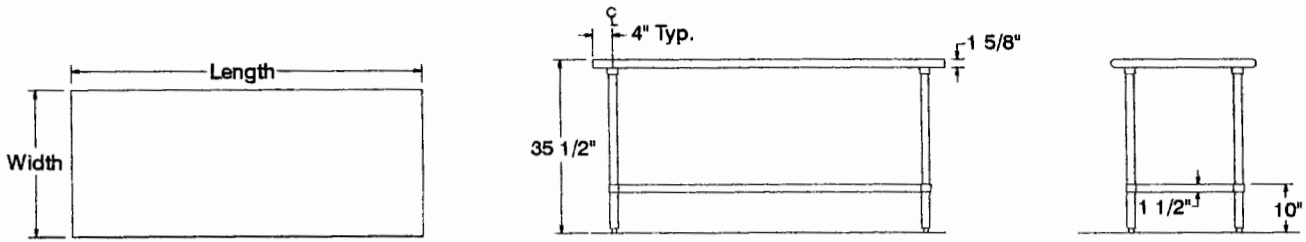
REF-O

DETAILS and SPECIFICATIONS

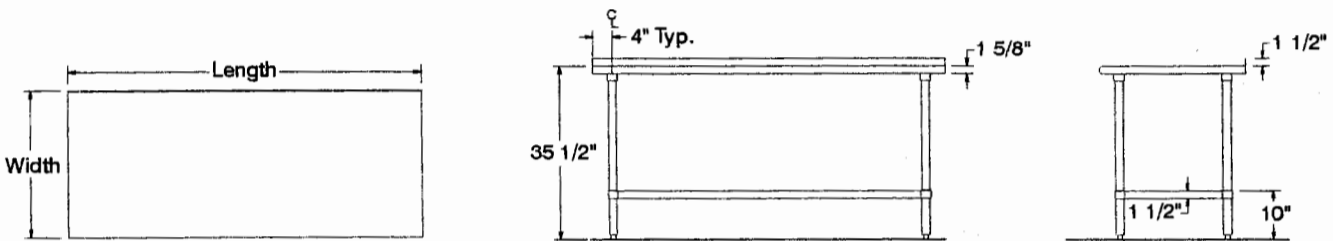
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ALL DIMENSIONS ARE TYPICAL

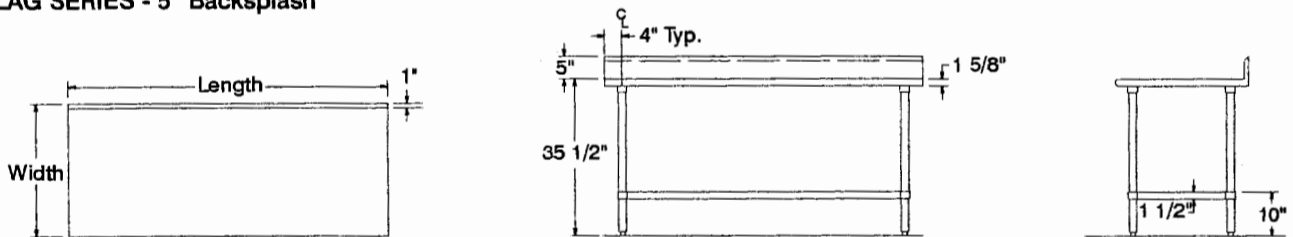
ELAG SERIES - Flat Top



FLAG SERIES - 1 1/2" Backsplash



KLAG SERIES - 5" Backsplash



REF-O

200 Heartland Boulevard, Edgewood, NY 11717-8380

ADVANCE TABCO is constantly engaged in a program of improving our products. Therefore, we reserve the right to change specifications without prior notice.

© ADVANCE TABCO, MAY 2016

Grant's Steel

MATERIAL QUOTATION

STEEL SASH, DOOR & HARDWARE INC.
 P.O. Box 27727, 87125-2530 First St. NW
 Albuquerque, New Mexico 87102
 (505) 247-8460 Fax (505) 247-3133

SFC CLERK RECORDED 11/30/2016

DATE: 10/14/16

ATTN::	
COMPANY:	Wail Const.
ADDRESS:	
CITY, STATE:	
PHONE:	
FAX NUMBER:	

Email Nelson@wailconstruction.com

We are pleased to submit the following quotation:

MATERIAL

Job: Stanley

QUANTITY	PRODUCT	DESCRIPTION	PRICE	TOTAL
1	1EA	H.M. Frame 3070 53/4 13/4	135 ⁰⁰	135 ⁰⁰
2	1ea	S.C. Clear Birch 3070 13/4		165 ⁰⁰
3	1ea	H.M. Frame 6070 53/4 13/4		165 ⁰⁰
4	1pr.	S.C. Clear Birch 6070 13/4		330 ⁰⁰
5				
6	9EA	HINGES BB5 4 1/2 X 4 1/2 202	7 ⁰⁰	63 ⁰⁰
7	2	Lever Locks W 581 P6 DAN 626	65 ⁰⁰	130 ⁰⁰
8	2	Flush Bolts 3917-12-626	18 ⁰⁰	36 ⁰⁰
9				
10				
11				
12				
13				
14				
15				
MATERIAL TOTAL				1024 ⁰⁰

The above prices are good for 60 days.

CONSTRUCTION CHANGE DIRECTIVE

PROJECT: Stanley Cyclone Center
 CONTRACTOR: Weil Construction
 CONSTRUCTION DIRECTIVE NO: One
 ARCHITECT/ENGINEER: Lorn Tryk Architects, PC
 PROJECT NO: 2016-0067-PW/BT
 Contractor Telephone: 505-899-3535
 Contractor e-mail: chris@weilconstruction.com
 ENGINEER'S/ARCHITECT'S PROJECT NO: 1402

You are directed to make the following changes in this Contract:

Add Concrete Sidewalks	\$29,661.41
Add concrete aprons at rolling doors	\$18,128.46
Add basecourse paving	\$51,738.34
Add yard hydrants	\$ 1,122.88
Add mixing valve at restrooms	\$ 2,229.60
Add metal liner panels at arena walls	\$17,405.58
Add drywall at bleacher area	\$15,559.61
Add vinyl base at drywall	\$ 1,185.11
Add head seal at rolling doors	\$ 5,801.27
Add corner guards at interior walls	\$ 871.90
Add metal security grilles at windows	\$ 5,264.59
Add windows	\$ 9,928.38
Add power supply panel for jockey pump	\$ 1,800.85
Additional General Conditions	\$55,976.94


Total this Directive **\$216,674.92**

When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above. Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.

The Original Contract Sum was	\$2,420,400.00
Net change by previously authorized Change Orders	\$155,787.10
The Contract Sum prior to this Change Order was	\$2,576,187.10
The Contract Sum will be increased by this Change Order in the amount of	\$ 216,674.92
The new contract Sum including this Change Order will be	\$ 2,792,862.02

The Contract Time will be increased 73 days.
The date of Substantial Completion as of the date of this Change Order therefore is: November 25, 2016


SANTA FE COUNTY

Sov 

Katherine Miller
County Manager

9.16.16
Date

ARCHITECT:



Signature

9/16/16
Date

LORN TRYK

Print Name

CONTRACTOR:



Signature

9/16/16
Date

Chris Wood

Print Name

President

Print Title

STANLEY CYCLONE CENTER

NICR 18 - Concrete Sidewalk										
Description	Unit	Qty	Labor	Total Labor	Material	Total Mat.	Equipment	Total Equip.	Sub	Total
Layout	hr	12	45.00	\$540.00		\$0.00		\$0.00	\$0.00	\$540.00
Construct 4' PCC Sidewalks at the entire perimeter of the area	ls	1		\$0.00		\$0.00		\$0.00	\$20,942.79	\$20,942.79
				\$0.00		\$0.00		\$0.00	\$0.00	\$0.00
Additional Man Gates at south side walk	ls	1		\$0.00		\$0.00		\$0.00	\$2,987.00	\$2,987.00
				\$0.00		\$0.00		\$0.00	\$0.00	\$0.00
				\$0.00		\$0.00		\$0.00	\$0.00	\$0.00
				\$0.00		\$0.00		\$0.00	\$0.00	\$0.00
Totals				\$540.00		\$0.00		\$0.00	\$23,929.79	\$24,469.79
Total Labor				\$540.00						
Labor Burden @ 35%				\$189.00						
Total Material				\$0.00						
Total Equipment				\$0.00						
Total General Contractor				\$729.00						
Total Subcontractor				\$23,929.79						
Subtotal										\$24,658.79
Builders Risk Insurance @ 12%										\$295.91
General Liability Insurance @ 0.4%										\$99.82
Subtotal										\$25,054.51
Overhead										\$2,505.45
Profit										\$1,378.00
Bond @ 2.5%										\$723.45
Subtotal										\$29,661.41
Subtotal before NMGR										\$29,661.41
NMGR @ 7.0%										\$2,076.30
Total Change Order Amount										\$31,737.71
Additional Time Requested for this Change Order is 0 days										



Mayan Construction, Inc.

P.O. Box 91808 Albuquerque, New Mexico 87199-1808 · Office 505.345.8944 Fax 505.345.8983

Wednesday, June 29, 2016

Weil Construction
3344 Princeton Dr. NE
Albuquerque, NM 87107

Attention: Chris Weil
Cc:

Reference: Stanley Cyclone Center
Mayan Project/Correspondence: 2015-297-138R1

Subject: Additional Work-Order: Additional Sidewalk R1

To wit, we request your immediate acknowledgement that the below synopsis of work is above and beyond our contractual obligations and/or scope-of-work. As such, we humbly mandate that, prior to the implementation of our added labor, materials, and/or equipment to satisfy the additional effort, you receive this facsimile and thereby, agree to remunerate Mayan Construction, Inc. in the following prescribed manner.

Description of Work: Additional equipment, labor and material to construct 4'-0" PCC Sidewalk at the entire perimeter of the Stanley Cyclone arena as requested by Weil.

A.) Mayan Construction will create a change order on the basis of time labor (*see attached*), material, and equipment plus 30% profit. Moreover, material and equipment, as well as any/all subcontractors, will earn an additional mark-up of 3.5% reflecting our administrative compensation costs.

B.) We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the lump sum price of:
Twenty One Thousand Nine Hundred Forty Two Dollars and Seventy Nine Cents
(S 20,942.79)

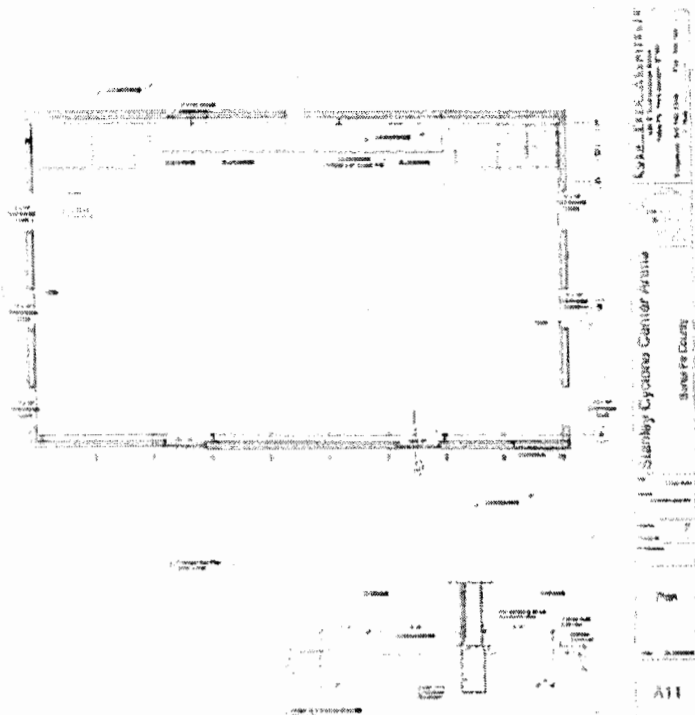
Please redress this facsimile as soon as possible as we are in the process of ordering and scheduling items and work crews for the aforementioned to commence within the immediate following days.

Please do not hesitate to contact us with any questions or comments. Thank you.

Accepted, _____ 2016
General Contractor
By: _____
Name

Mayan Construction, Inc.

Sandra Ramirez, Assistant Project Manager





Mayan Construction, Inc.
Additional Work Order

Date: June 29, 2016

Project Name: Stanley Cyclone

Mayan Project No.: 2015-297

Work performed for: SEE MAYAN CORRESPONDENCE NO. 2015-297-138R1

Description of work: SEE MAYAN CORRESPONDENCE NO. 2015-297-138R1

Labor/Classify	Position	Number	Total Hours	Hourly Rate	Ext Amount	Total
See Attached	See Attached	See Attached	See Attached	See Attached	See Attached	\$ 11,299.90
						\$ -
						\$ -
Total Of Section						\$ 11,299.90
Overhead Included						\$ -
Grand Total Of Section						\$ 11,299.90
Equip. Description	Unit	Total Units	Unit Rate	Ext Amount	Total	
Excavator	Days	2	\$ 175.00	\$ -	\$ 350.00	
Bobcat 220	Days	2	\$ 125.00	\$ -	\$ 250.00	
Roller Vibrsq Smthdrum	Days	1	\$ 130.00	\$ -	\$ 130.00	
Total Of Section						\$ 730.00
0% Mark Up						
Grand Total Of Section						\$ 730.00
Subcontract Description	Unit	Total Units	Unit Rate	Ext Amount	Total	
			\$ -	\$ -	\$ -	
			\$ -	\$ -	\$ -	
Total Of Section						\$ -
0% Mark Up						\$ -
Grand Total Of Section						\$ -
Material And Other Items	Unit	Total Units	Unit Rate	Ext Amount	Total	
Concrete-4000PSI	CY	44	\$ 114.50	\$ -	\$ 5,038.00	
Concrete-Fibermesh	CY	44	\$ 5.50	\$ -	\$ 242.00	
Formwork	SF	494	\$ 3.50	\$ -	\$ 1,729.00	
			\$ -	\$ -	\$ -	
Total Of Section						\$ 7,009.00
0% Mark Up						\$ -
Grand Total Of Section						\$ 7,009.00
Comments:				1.5% Bond x Total Of Sections	\$ -	
				Total	\$ 19,038.90	
				10% Profit	\$ 1,903.89	
				Total To Date	\$ 20,942.79	

The above record is complete and correct.

By: _____
Contractor

By: _____
Client Authorized Representative

Mayan Construction, Inc.
 2015-297
 Stanley Cyclone

Name	Fed. Tax Code	Amount	SS 6.2%	Medicare 1.45%	Workmen's Comp 8.13%	Profit 0%						
Superintendent	32	\$1,440.00	\$89.28	\$20.88	\$236.72	\$0.00						
Superintendent OT	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00						
Superintendent OT: Premium	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00						
(2) Carpenter	48	\$1,344.00	\$83.33	\$18.49	\$167.72	\$76.74						
Carpenter OT	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00						
Carpenter OT: Premium	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00						
(1) Cement Mason	90	\$2,592.00	\$156.70	\$37.58	\$323.46	\$148.00						
Cement Mason OT	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00						
Cement Mason OT: Premium	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00						
Ironworker	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00						
Ironworker OT	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00						
Ironworker OT: Premium	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00						
Labor II	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00						
Labor II OT	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00						
Labor II OT: Premium	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00						
(2) Labor III	48	\$1,008.00	\$60.50	\$14.62	\$125.79	\$57.56						
Labor III OT	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00						
Labor III OT: Premium	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00						
(1) Operator I	16	\$448.00	\$27.78	\$6.50	\$55.91	\$25.58						
Operator I OT	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00						
Operator I OT: Premium	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00						
Operator II	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00						
Operator II OT	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00						
Operator II OT: Premium	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00						
Operator III	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00						
Operator III OT	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00						
Operator III OT: Premium	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00						
Total		\$6,832.00	\$410.00	\$99.06	\$236.72	\$672.67	\$390.11	\$410.00	\$2,222.65	\$0.00	\$0.00	\$0.00



TriWest Fence LLC
 110 Denny Road
 Bernalillo, NM 87004
 Telephone (505) 867-6433
 Fax (505) 867-6098

Contractor's License: GB98 - 378216
 Workforce Solution Reg # 02899220130531

TO: WEIL CONTRACTION

Date	ESTIMATOR	
06/28/16	Ernest Armijo	
	CELL: 505-362-0899	
Phone Number		
Fax Number	Mobile / Job Site Phone Numbers	
Manager Approval	Admin Approval	Quote#

Project: STANLEY CYLCONE CENTER
 ARENA
 Bid Date: Tuesday, June 28, 2016
 OPEN

SCOPE OF WORK: TriWest Fence LLC is pleased to submit this proposal for the WORK as listed below:

Item	Description	Unit	Amount
1	Installation of a 2 each, 6' rise gate x 4' opening single swing gate with four New gate posts with bracing added at each end as required. Complete in place		\$2,987.00

EXCLUSIONS:
 Taxes, permits, removal of existing fence, grading, clearing fence line, staking fence line, marking private underground lines, grounding, core drilling, trenching, patch work, and saw cutting concrete.

SPECIAL PROVISIONS: TRI WEST FENCE IS AN APPROVED NMDOT CONTRACTOR

Bond not included, if required a cost increase of 2%, Tax not included

Price is based on one mobilization. Each additional mobilization will be \$1,200.00 each.

TOTAL PRE-TAX COST: \$2,987.00
 TAX: _____
 TOTAL WITH TAX: _____

TERMS: _____

Sales tax will be added unless proper documentation stating exempt status is provided) (To be determined by Credit Manager)

Price is valid for 10 days

By signature below, the customer acknowledges that he/she is duly authorized to sign this agreement, has read and accepts the Contract terms and conditions set forth on page 2 and inclusive of any attachments.

TRIWEST FENCE LLC

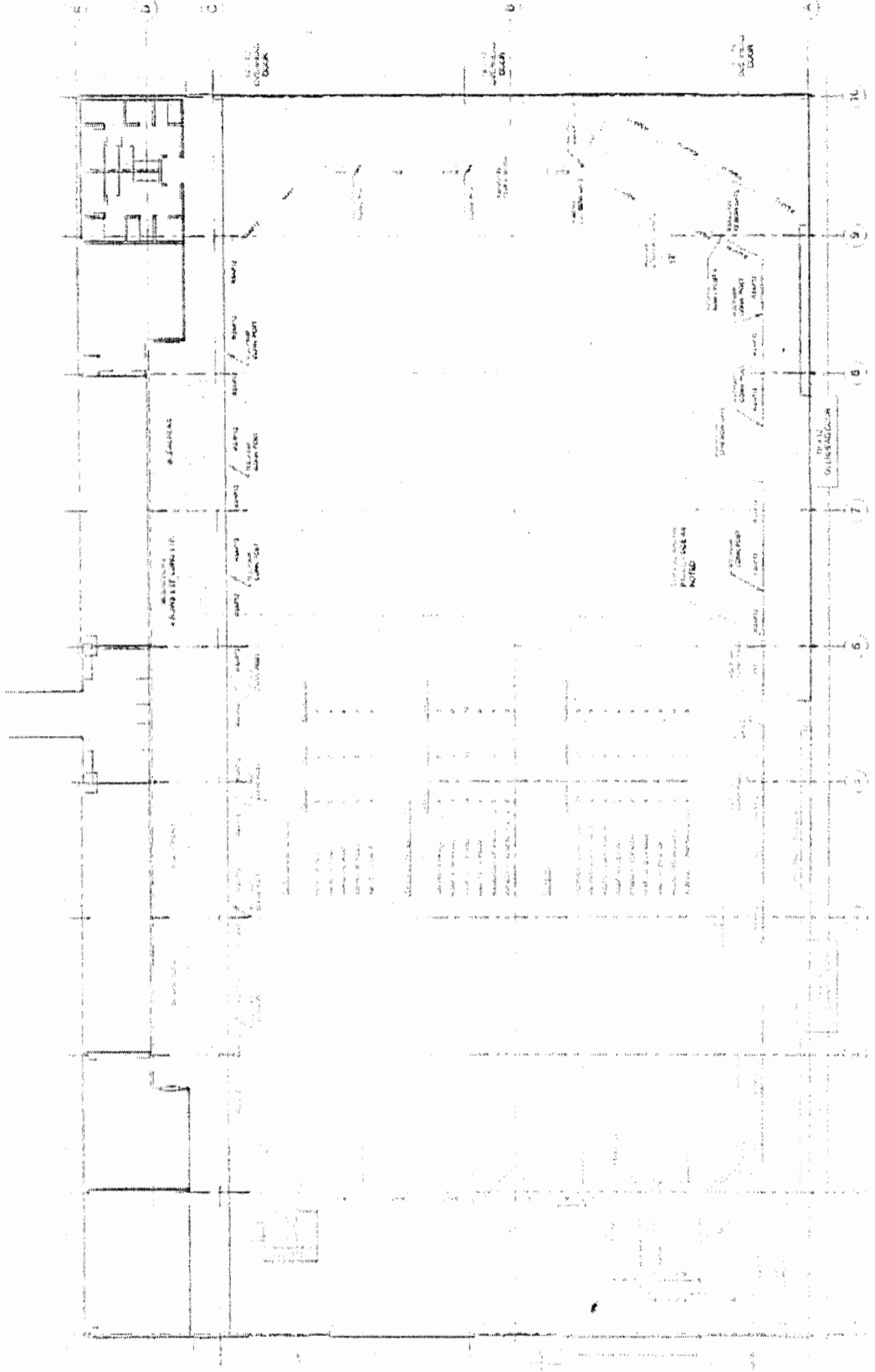
By: Ernest Armijo
 Title: Ernest Armijo Head Estimator Production Manger
 Print Name and Title

Accepted By: _____
 (Company Name)

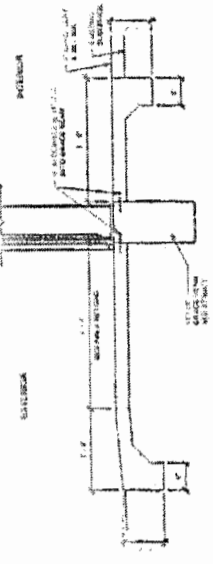
By: _____
 Title: _____
 Print Name and Title

TERMS AND CONDITIONS

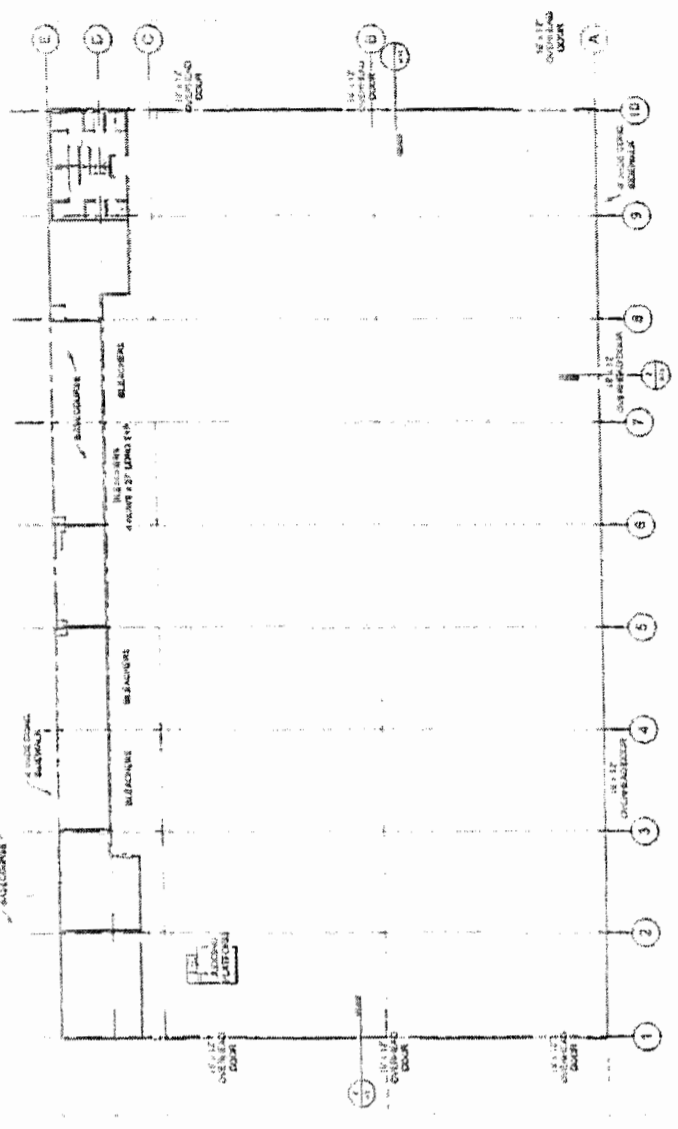
- 1 **General Terms.** TriWest Fence LLC or its subsidiary ("CONTRACTOR") agrees to provide the labor and materials (collectively the "WORK") specified on the proposal set forth on the reverse side hereof (the "front page") within a reasonable time. BUYER agrees to pay the amount shown in current U.S. funds upon substantial completion of the work per the payment terms on the reverse side hereof.
- 2 **Installation of Fence.** Unless otherwise agreed to in writing, BUYER shall fully cooperate in allowing CONTRACTOR'S installation of the fence by doing each of the following: (a) clearing a sufficient working area of all obstructions and removable hazards; (b) surveying, grading, locating and staking the fence line and by verifying all property lines and identifying all utility lines; (c) notifying CONTRACTOR'S crew of all potential work area hazards; (d) coordinating CONTRACTOR'S work with the activities of all other persons at the job site, including other contractors, crews, supervisors, architects and owners; and (e) obtaining all appropriate building permits or other form of governmental permission. The estimated completion date shall be extended for as long as BUYER fails to comply with this provision, and for all delays reasonably beyond CONTRACTOR'S control. BUYER shall be deemed to have accepted the goods and work performed upon payment in full.
- 3 **Payment, Default and Remedies.** If BUYER does not make payment in full upon substantial completion, CONTRACTOR may pursue any and all collection activity it deems necessary to collect on BUYER'S obligation. BUYER shall be responsible for all costs of collection, including but not limited to, all collection agency charges, court costs, attorneys fees and lien fees, and all costs and attorneys fees incurred in collecting upon any judgment. Interest will accrue on all unpaid balances, lien expenses, collection expenses and attorneys fees from the date incurred at the rate of twenty-one percent (21%) per year or at the highest rate allowed by applicable law. CONTRACTOR may apply all payment or portions thereof to any outstanding attorney fees, court costs, collection expenses, interest and principal as CONTRACTOR, in its sole discretion, deems appropriate. This Agreement shall be construed in accordance with the laws of the State and County in which the project is located.
- 4 **Changes and BUYER'S Cancellation.** If BUYER requests any change in the type, quality or quantity of the fencing to be provided by CONTRACTOR hereunder, BUYER shall pay, in addition to the purchase price shown on the front page, CONTRACTOR'S standard charge for all additional fence and for such additional labor material and travel expenses as are incurred by CONTRACTOR in connection with such change. If, prior to CONTRACTOR'S delivery of the fencing, BUYER cancels such delivery of the fencing, BUYER shall be obligated to pay CONTRACTOR, as liquidated damages and a restocking fee, but not as a penalty, the amount equal to twenty-five percent (25%) of the CONTRACTOR'S standard charge for all special order materials. After CONTRACTOR has begun delivery of the fence, but before installation has begun, BUYER may cancel this Agreement by paying CONTRACTOR, as liquidated damages and as a restocking and transportation fee, but not as a penalty, the amount equal to fifty percent (50%) of the purchase price shown on the front page.
- 5 **Cumulative Remedies.** To the greatest extent permitted by applicable law, BUYER'S obligation hereunder and all of CONTRACTOR'S rights and remedies provided by herein and/or by applicable law, are cumulative, and CONTRACTOR shall be entitled to exercise any and all rights and remedies. BUYER acknowledges that its obligation to pay CONTRACTOR is an independent covenant, and BUYER acknowledges that it shall have no offset rights and may not withhold payment of any monies owing to CONTRACTOR hereunder. Nothing herein, however, shall be construed to release CONTRACTOR from any obligation which it may owe to BUYER.
- 6 **Lien Rights.** BUYER acknowledges that CONTRACTOR has and may exercise all lien rights against the property upon which the work is performed. To the greatest extent permitted by law, BUYER and/or OWNER hereby waive any and all objections to any defects in any such lien documents. Contractor's exercise or non-exercise of such lien rights will not alter or amend this Agreement or release any of Buyer's obligations hereunder.
- 7 **Amendments; Waivers; Entire Agreement.** Except by a specific written document executed by the parties hereto, none of the terms, covenants, representations, warranties or conditions hereof may be waived, amended, modified, superseded or canceled. Forbearance or delay shall not be deemed a waiver. A single or partial exercise of any right or remedy shall not preclude further exercise thereof or of any other right or remedy. Any written waiver shall be strictly construed and shall not be extendable. This Agreement contains the parties entire understanding and supersedes and replaces all prior and contemporaneous agreements and understandings, oral written or implied. All documents and instruments created hereafter and concerning this transaction, including any one or more work orders or purchase orders, shall not prevail over the terms of this Agreement.
- 8 **Limited Warranty.** All goods supplied are warranted to be fit for the intended purposes for which such goods are used for a period of one (1) year. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION OF THE GOODS AND WORK TO BE PERFORMED AS CONTAINED ON THE FRONT PAGE. BUYER shall have no claim for incidental, consequential, special or proximate damages.
- 9 **Indemnity.** To the greatest extent permitted by law, BUYER shall indemnify, defend, hold and save CONTRACTOR (and its officers, shareholders, directors, agents, employees, servants and independent contractors) harmless from all claims and expenses, including court costs and attorneys fees, for damages or injuries to persons or property which are related in any manner, directly or indirectly to this Agreement or to the fence (including its location) regardless of whether the injury or damage is caused in part by CONTRACTOR'S negligence or any other act or omission of CONTRACTOR or its agents, provided however, that BUYER shall not be obligated to indemnify CONTRACTOR for his sole negligence or willful misconduct.
- 10 **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.
- 11 **Severability.** If any provision of this Agreement is held unenforceable, CONTRACTOR may sever from this Agreement the language which makes such provision unenforceable and this Agreement shall be construed as if it did not contain the language and the rights and obligations of the parties shall be enforced accordingly. Alternatively, CONTRACTOR, at its sole option, may cancel this entire Agreement.
- 12 **Headings.** All paragraph headings and other headings set forth in this Agreement are for reference only and shall not be considered in interpreting the intent of the parties with respect to the matters set forth in this Agreement.
- 13 **Representations and Warranties.** Despite any agency capacity, the person signing this Agreement, personally and on behalf of BUYER, warrants and affirms to CONTRACTOR that the person signing this Agreement for any entity has full authority to do so and to thereby bind such entity.
- 14 **BUYER MUST HAVE A CURRENT CREDIT APPLICATION ON FILE WITH CONTRACTOR.** All credit and financial information provided by BUYER to Contractor is true, accurate and complete, contains no material omissions, and may be reasonably relied upon by CONTRACTOR.



A11



SECTION 1-1



Stanley Cyclone Center Arena

Santa Fe County



JOHN TRAVIS ARCHITECTS
 118 W. SAN ANTONIO STREET
 SANTA FE, NEW MEXICO 87501
 TEL: 505.833.5100 FAX: 505.833.5101
 E-MAIL: john@travisarch.com

11/11/16

STANLEY CYCLONE CENTER

MGR 18 - Concrete Aprons at Doors										
Description	Unit	Qty	Labor	Total Labor	Material	Total Mat.	Equipment	Total Equip.	Sub	Total
Carroll	hr	4	45.00	\$180.00		\$0.00		\$0.00	\$0.00	\$180.00
				\$0.00		\$0.00		\$0.00	\$0.00	\$0.00
Construct eight (8) concrete aprons for roll up doors as denoted on sheet A11	ls	1		\$0.00		\$0.00		\$0.00	\$14,827.98	\$14,827.98
				\$0.00		\$0.00		\$0.00	\$0.00	\$0.00
				\$0.00		\$0.00		\$0.00	\$0.00	\$0.00
				\$0.00		\$0.00		\$0.00	\$0.00	\$0.00
				\$0.00		\$0.00		\$0.00	\$0.00	\$0.00
				\$0.00		\$0.00		\$0.00	\$0.00	\$0.00
				\$0.00		\$0.00		\$0.00	\$0.00	\$0.00
				\$0.00		\$0.00		\$0.00	\$0.00	\$0.00
				\$0.00		\$0.00		\$0.00	\$0.00	\$0.00
Totals				\$180.00		\$0.00		\$0.00	\$14,827.98	\$15,007.98
Total Labor				\$180.00						
Labor Burden @ 35%				\$63.00						
Total Material				\$0.00						
Total Equipment				\$0.00						
Total General Contractor				\$243.00						
Total Subcontractor				\$14,827.98						
Subtotal										\$15,070.98
Builders Risk Insurance @ 0.12%										\$18.08
General Liability Insurance @ 0.4%										\$61.01
Subtotal										\$15,312.82
Overhead										\$1,531.28
Profit										\$842.21
Bond @ 2.5%										\$442.16
Subtotal										\$18,128.46
Subtotal before NMGR										\$18,128.46
NMGR @ 7.0%										\$1,268.99
Total Change Order Amount										\$19,397.46
Additional Time Requested for this Change Order is 3 Days										



Mayan Construction, Inc.

P.O. Box 91808 Albuquerque, New Mexico 87199-1808 / Office 505.345.8944 Fax 505.345.8983

Wednesday, June 29, 2016

Weil Construction
3344 Princeton Dr NE
Albuquerque, NM 87107

Attention: Chris Weil
Cc:

Reference: Stanley Cyclone Center
Mayan Project/Correspondence: 2015-297-139R1

Subject: Additional Work-Order: Additional Sidewalk R1

To wit, we request your immediate acknowledgement that the below synopsis of work is above and beyond our contractual obligations and/or scope-of-work. As such, we humbly mandate that, prior to the implementation of our added labor, materials, and/or equipment to satisfy the additional effort, you receive this facsimile and thereby, agree to remunerate Mayan Construction, Inc. in the following prescribed manner.

Description of Work: Additional equipment, labor and material to construct (8) concrete aprons for roll up doors as denoted on sheet A11.

- A.) Mayan Construction will create a change order on the basis of time/labor (*see attached*), material, and equipment plus 30% profit. Moreover, material and equipment, as well as any/all subcontractors, will earn an additional mark-up of 3.5% reflecting our administrative compensation costs.
- B.) We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the lump sum price of:
Fourteen Thousand Eight Hundred Twenty Seven Dollars and Ninety Six Cents
(\$ 14,827.96)

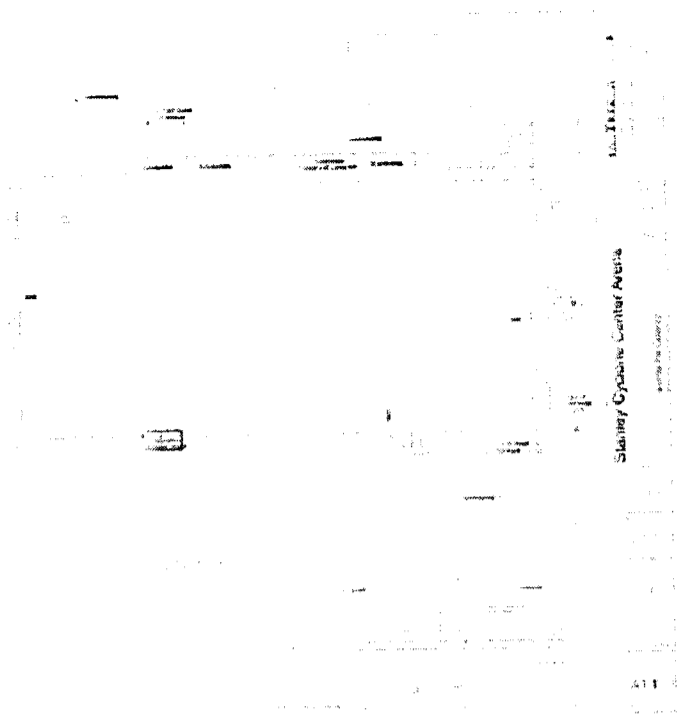
Please redress this facsimile as soon as possible as we are in the process of ordering and scheduling items and work crews for the aforementioned to commence within the immediate following days.

Please do not hesitate to contact us with any questions or comments. Thank you.

Accepted, _____, 2016
General Contractor
By: _____
Name

Mayan Construction, Inc.

Sandra Ramirez, Assistant Project Manager





Mayan Construction, Inc.
Additional Work Order

Date: June 29, 2016

Project Name: Stanley Cyclone

Mayan Project No.: 2015-297

Work performed for: SEE MAYAN CORRESPONDENCE NO. 2015-297-139R1

Description of work: SEE MAYAN CORRESPONDENCE NO. 2015-297-139R1

Labor/Classify	Position	Number	Total Hours	Hourly Rate	Ext Amount	Total
See Attached	See Attached	See Attached	See Attached	See Attached	See Attached	\$ 7,559.96
						\$ -
						\$ -
Total Of Section						\$ 7,559.96
						Overhead Included
						\$ -
Grand Total Of Section						\$ 7,559.96
Equip. Description	Unit	Total Units	Unit Rate	Ext Amount	Total	
Roller Vibrol Smthdrum	Day	1	\$ 130.00	\$ -	\$ 130.00	
				\$ -	\$ -	
Total Of Section						\$ 130.00
						0% Mark Up
Grand Total Of Section						\$ 130.00
Subcontract Description	Unit	Total Units	Unit Rate	Ext Amount	Total	
Steel Reinforcement	LS		\$ -	\$ 300.00	\$ 300.00	
			\$ -	\$ -	\$ -	
Total Of Section						\$ 300.00
						0% Mark Up
Grand Total Of Section						\$ 300.00
Material And Other Items	Unit	Total Units	Unit Rate	Ext Amount	Total	
Concrete-4000PSI	CY	30	\$ 114.50	\$ -	\$ 3,435.00	
Concrete-Fibermesh	CY	30	\$ 5.50	\$ -	\$ 165.00	
Formwork	SF	540	\$ 3.50	\$ -	\$ 1,890.00	
			\$ -	\$ -	\$ -	
Total Of Section						\$ 5,490.00
						0% Mark Up
Grand Total Of Section						\$ 5,490.00
Comments:				1.5% Bond x Total Of Sections	\$ -	
				Total	\$ 13,479.96	
				10% Profit	\$ 1,348.00	
				Total To Date	\$ 14,827.96	

The above record is complete and correct.

By: _____
 Contractor

By: _____
 Client Authorized Representative

Mayan Construction, Inc.
2015-297
Stanley Cyclone

Name	Hours Code	Amount		SS 6.2%	Medicare 1.45%			Workers' Comp 8.15%				Profit 6%
Supervisor	24	\$1,060.00	\$0.65	\$68.90	\$15.66	\$177.54	\$0.00	\$81.67	\$66.20	\$351.36	\$0.00	\$0.00
Supervisor OT	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Supervisor OT: Premium	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(2) Carpenter	32	\$696.00	\$0.54	\$55.55	\$12.99	\$0.00	\$111.81	\$51.16	\$54.92	\$291.50	\$0.00	\$0.00
Carpenter OT	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Carpenter OT: Premium	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(6) Cement Mason	48	\$1,296.00	\$0.78	\$80.35	\$18.79	\$0.00	\$161.73	\$74.00	\$79.44	\$421.63	\$0.00	\$0.00
Cement Mason OT	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Cement Mason OT: Premium	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(2) Ironworker	16	\$400.00	\$0.24	\$24.80	\$5.80	\$0.00	\$49.92	\$22.84	\$24.52	\$130.13	\$0.00	\$0.00
Ironworker OT	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Ironworker OT: Premium	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Labor II	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Labor II OT	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Labor II OT: Premium	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(2) Labor III	32	\$672.00	\$0.40	\$41.66	\$9.74	\$0.00	\$83.86	\$38.37	\$41.19	\$218.62	\$0.00	\$0.00
Labor III OT	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Labor III OT: Premium	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(1) Operator	8	\$224.00	\$0.13	\$13.89	\$3.25	\$0.00	\$27.95	\$12.79	\$13.73	\$72.87	\$0.00	\$0.00
Operator OT	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Operator OT: Premium	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Operator II	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Operator II OT	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Operator II OT: Premium	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Operator III	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Operator III OT	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Operator III OT: Premium	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		\$1,588.00	\$2.74	\$263.22	\$66.24	\$177.54	\$435.27	\$200.83	\$280.02	\$1,486.11	\$0.00	\$0.00
Total											\$7,689.98	

A10

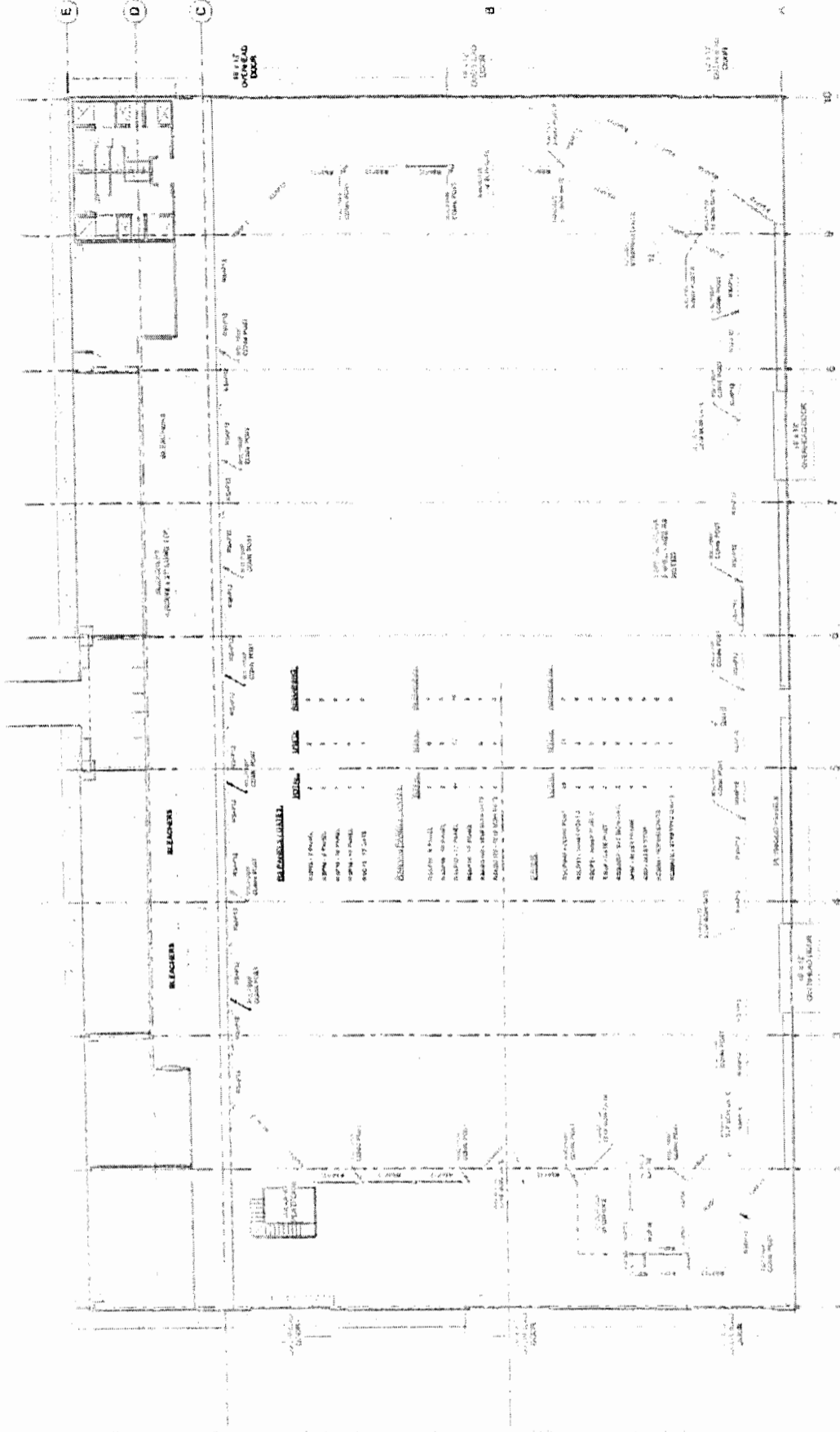
Rodeo Equipment Plan

Stanley Cyclone Center Arena

Santa Fe County



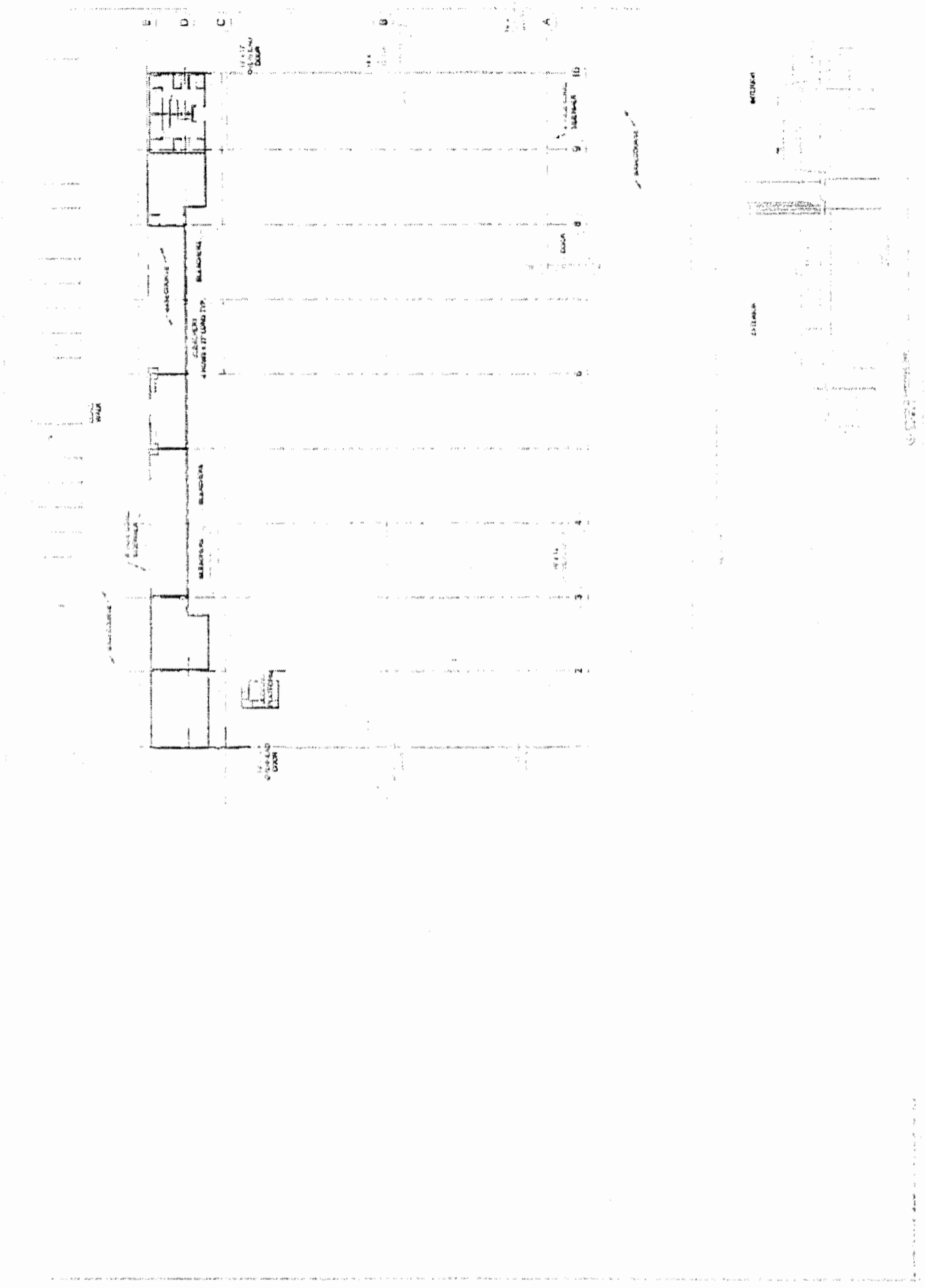
LORN TRYN ARCHITECTS
 110 W. South Camino Street
 Santa Fe, New Mexico 87501
 Telephone: 505.982.5188 Fax: 505.982.9192
 E-Mail: lorn@lorntryn.com



Stanley Cyclone Center Arena

Santa Fe County

LOHN LAYNE ARCHITECTS
1400 W. 10th Street, Santa Fe, NM 87501
Telephone: 505.922.5300 Fax: 505.922.5301



STANLEY CYCLONE CENTER

MCR 21 - Additional Yard Hydrants										
Description	Unit	Qty	Labor	Total Labor	Material	Total Mat.	Equipment	Total Equip.	Sub	Total
Layout	hr	2	45.00	\$90.00		\$0.00		\$0.00	\$0.00	\$90.00
Install three(3) additional frost free yard spigots to 3/4" yard line in MCR 15.	ls	1		\$0.00		\$0.00		\$0.00	\$812.00	\$812.00
				\$0.00		\$0.00		\$0.00	\$0.00	\$0.00
				\$0.00		\$0.00		\$0.00	\$0.00	\$0.00
Totals				\$90.00		\$0.00		\$0.00	\$812.00	\$902.00
Total Labor				\$90.00						
Labor Burden @ 35%				\$31.50						
Total Material				\$0.00						
Total Equipment				\$0.00						
Total General Contractor				\$121.50						
Total Subcontractor				\$812.00						
Subtotal										\$933.50
Builders Risk Insurance @ 0.12%										\$11.20
General Liability Insurance @ 0.4%										\$3.78
Subtotal										\$848.48
Overhead										\$94.85
Profit										\$52.17
Bond @ 2.5%										\$27.39
Subtotal										\$1,122.88
Subtotal before NMGRY										\$1,122.88
NMGRY @ 7.0%										\$78.60
Total Change Order Amount										\$1,201.48
Additional Time Requested for this Change Order is 0 days										

EXHIBIT F
EXTRA SERVICE REQUEST FORM

Original WO #: _____
 Store #: Stanley Cyclone
 Date: June 22, 2016
 CONTRACTOR: Sands Outdoor Services, Inc.

DESCRIPTION OF WORK COMPLETED TO DATE:

DESCRIPTION OF PROPOSED WORK:
 to install 3 yard hydrents along the water line supplied to the autofill system for the cistem.

Requires: IMMEDIATE

LABOR HOURS PROPOSED:
 LABOR TYPE: Mechanic, Worker, Overtime, Holiday

UNIT #	DESCRIPTION OF WORK	LABOR TYPE	# HOURS	RATE/HR	TOTAL
	Installing yard hydrents	2 men	4	\$ 85.00	\$ 340.00
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
LABOR SUBTOTAL					\$ 340.00

MATERIALS/SUBCONTRACTORS PROPOSED
 Unit cost does NOT include tax.

Unit #	Description/Make/Model/Sub	Size	Quantity	Unit Cost	TOTAL
	Yard Hydrents		3	\$ 95.00	\$ 285.00
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
MATERIAL SUBTOTAL					\$ 285.00
Sub Total					\$ 625.00
Over head 15% OH					\$ 93.75
Profit 15% Profit					\$ 93.75
TOTAL PROPOSAL					\$ 812.50

Additional Comments:



STANLEY CYCLONE CENTER

FROM 25 - Existing Valve											
Description	Unit	Qty	Labor	Total Labor	Material	Total Mat.	Equipment	Total Equip.	Sub	Total	
Site Coordination	hr	4	45.00	\$180.00		\$0.00		\$0.00	\$0.00	\$180.00	
				\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	
Provide and install mixing valve per direction in SKP-06 and SKP-07 dated 7/20/16	ls	1		\$0.00		\$0.00		\$0.00	\$1,610.58	\$1,610.58	
				\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	
				\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	
Totals				\$180.00		\$0.00		\$0.00	\$1,610.58	\$1,790.58	
Total Labor				\$180.00							
Labor Burden @ .35%				\$63.00							
Total Material				\$0.00							
Total Equipment				\$0.00							
Total General Contractor				\$243.00							
Total Subcontractor				\$1,610.58							
Subtotal										\$1,853.58	
Builders Risk Insurance @ 0.12%										\$22.24	
General Liability Insurance @ 0.4%										\$7.50	
Subtotal										\$1,883.31	
Overhead										\$188.33	
Profit										\$103.58	
Bond @ 2.5%										\$54.38	
Subtotal										\$2,229.60	
Subtotal Before NMGRT										\$2,229.60	
NMGRT @ 7.0%										\$156.07	
Total Change Order Amount										\$2,385.67	
Additional Time Requested for this Change Order is 0 days											

NATIONAL HEATING & VENTILATING CO., INC.
SHEET METAL CONTRACTORS
 818 IRON S E
 ALBUQUERQUE, N.M.
 LICENSE #1076

07/21/2016

ATTENTION: Nelson Kimball
 PROJECT: Stanley Cyclone
 REFERENCE: Shower Valves

NHV Job : 2015015

Proposed COR#

003

Description of change order: Install new 1" mixing valves

Pricing good for 30 Days

Plumbing Material				\$245.54
HVAC Material				50.00
Plumbing Equipment				50.00
HVAC Equipment				50.00
Supervision	1.00	Hours at	\$32.40	\$32.40
HVAC Labor	0.00	Hours at	\$31.14	50.00
Plumbing Labor	16.00	Hours at	\$27.00	\$432.00
Administration Costs	1.00	Hours at	\$50.00	\$50.00
Project Manager	0.00	Hours at	\$75.00	50.00
Fringe	17.00	Hours at	\$14.89	\$253.13
Labor Burden		29.54%		\$226.72
		Subtotal		\$1,239.79
			20.00% O&H&P	\$247.96
			tax	50.00
		Bond 1.5%		\$122.81
		Subtotal		\$1,610.56
		TOTAL		\$1,610.56

Brian Maestas
 Assistant Project Manager
 NATIONAL HEATING & VENTILATING CO., INC.



3545 PRINCETON DR NE
 BOX 25726
 ALBUQUERQUE, NM 87125
 PHONE (505) 884-1553
 FAX (505) 884-1558

Quoted To Customer
 NATIONAL HEATING & VENTILATING
 318 IRON AVE SE
 ALBUQUERQUE, NM 87102-3945

 Phone (505) 242-5828
 Fax (505) 243-7626

Job Name
 Mixing valve

Quote No.	Date	Page
0044119	7/21/16	1
Expiration Date		7/28/16
Revised Date		7/21/16
Bid Due Date		7/21/16

Quoted By
 Jay Sheraden
 jpsheraden@winnelson.com
 (505) 884-1553

Customer	Payment Terms	Quoted To	Salesperson	FOB
002007	2* 10TH PRX/NET 25TH	Jay Sheraden	GREGORY HOFFMAN	S

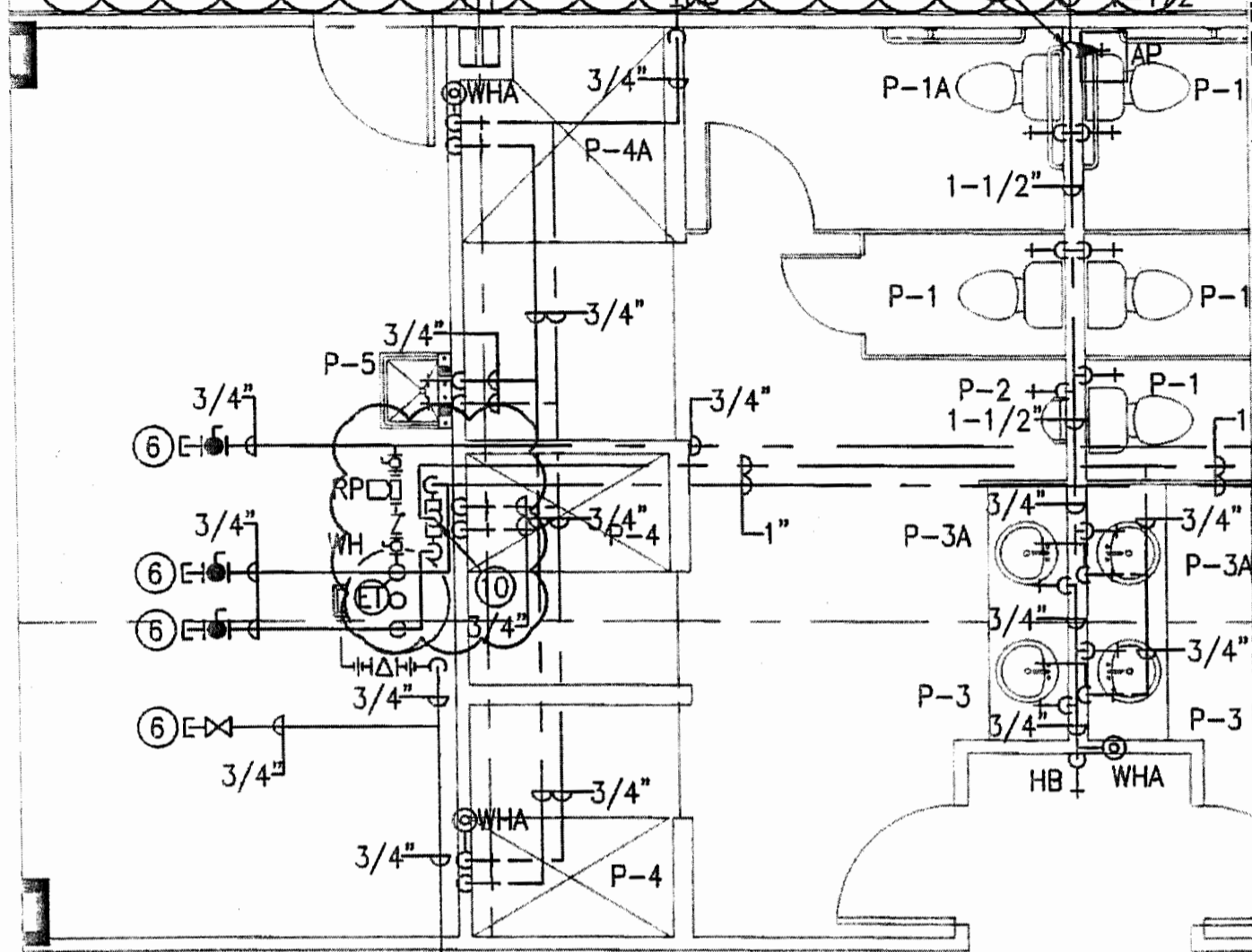
Line	Qty.	Description	Unit Price	UOM	Extended Price
1.0	1	0559121 1 LFMMVM1-US SUBTOTAL	245.5400	EA	245.54 245.54

Tax Area Id	Net Sales	245.54
	Freight	.00
	Tax	.00
	Quotation Total	245.54

SFC CLERK RECORDED 11/30/2016

KEYED NOTES: ○

10. CONNECT NEW THERMOSTATIC MIXING VALVE "WATTS" MODEL NO. LFMMV TO HOT AND COLD WATER SUPPLY FOR WATER HEATER, UP STREAM FROM ALL PLUMBING FIXTURES FOR RESTROOMS. COORDINATE FINAL VALVE LOCATION WITH OWNER/ARCHITECT. CONTRACTOR TO CONNECT TEMPERED WATER TO PIPING CURRENTLY CONNECTED TO SHOWER VALVES. CONTRACTOR TO VERIFY VALVE CONNECTIONS.



ENLARGED PLUMBING FLOOR PLAN - DOMESTIC WATER



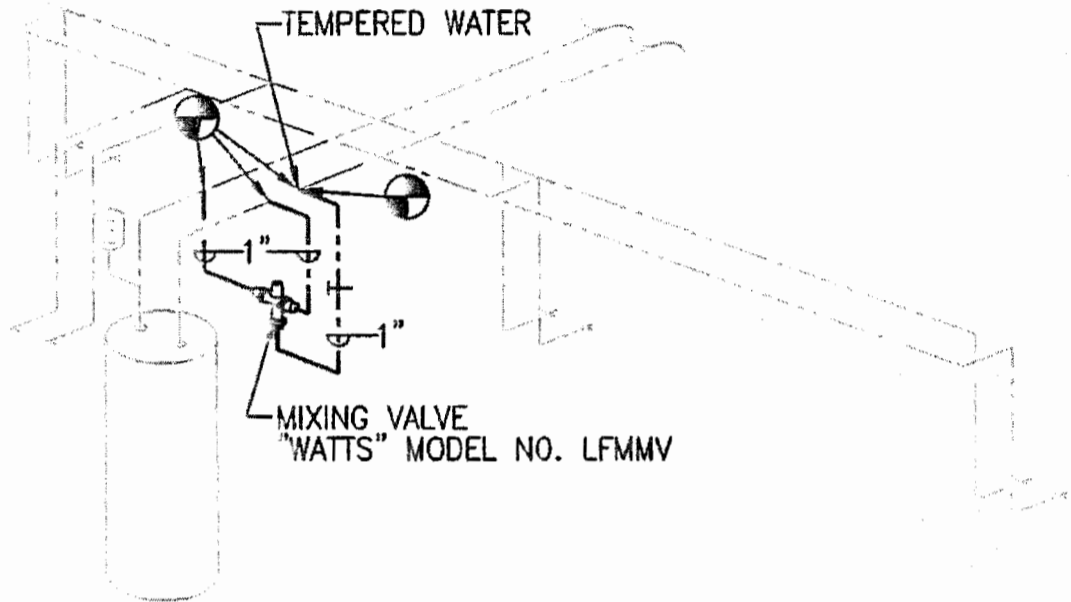
SCALE: 1/4" = 1'-0"

	SANTA FE: 1222 Lugo St. Suite B Santa Fe, New Mexico 87505 505/983-2389		
	ALBUQUERQUE: 9417 Washington Pl, NE Albuquerque, NM 87113 505/258-1699		
MECHANICAL & ELECTRICAL ENGINEERING, INC. PROJECT #14030			
P:	FP:	M:	E:

STANLEY CYCLONE CENTER ARENA PLUMBING FLOOR PLAN REFERENCE SHEET P-1.1 SANTA FE, NM

07/20/16

SKP-06
SCALE: AS SHOWN



PLUMBING DIAGRAM

SCALE: N.T.S.

	SANTA FE: 1222 Lugo St. Suite B Santa Fe, New Mexico 87505 505/863-2389		
	ALBUQUERQUE: 6417 Washington Pl., NE Albuquerque, NM 87113 505/856-1699		
MECHANICAL & ELECTRICAL ENGINEERING, INC. PROJECT #14030			
P:	FP:	M:	E:

**STANLEY CYCLONE CENTER ARENA
 PLUMBING FLOOR PLAN
 REFERENCE SHEET P-0.1
 SANTA FE, NM**

07/20/16

SKP-07
 SCALE: AS SHOWN

STANLEY CYCLONE CENTER

mCR 25 - Drywall & Bladders										
Description	Unit	Qty	Labor	Total Labor	Material	Total Mat.	Equipment	Total Equip.	Sub	Total
Layout	hr	8	45.00	\$360.00		\$0.00		\$0.00	\$0.00	\$360.00
Frame 8ft high w/ hat channel	sf	1504	1.18	\$1,774.72	\$0.57	\$857.28	\$ 0.05	\$75.20	\$0.00	\$2,707.20
Hang Drywall	sf	1504	0.86	\$1,323.52	\$0.87	\$1,308.48	\$ 0.05	\$75.20	\$0.00	\$2,707.20
Drywall Tape & Texture	sf	1504	1.47	\$2,210.88	\$0.16	\$240.64	\$ 0.12	\$180.48	\$0.00	\$2,632.00
Paint	sf	1504	0.72	\$1,082.88	\$0.62	\$932.48	\$ 0.10	\$150.40	\$0.00	\$2,165.76
				\$0.00		\$0.00		\$0.00	\$0.00	\$0.00
Totals				\$8,762.00		\$3,338.88		\$481.28	\$0.00	\$10,572.16
Total Labor				\$6,762.00						
Labor Burden @ 35%				\$2,363.20						
Total Material					\$3,336.88					
Total Equipment						\$481.28				
Total General Contractor						\$12,935.36				
Total Subcontractor						\$0.00				
Subtotal										\$12,935.36
Builders Risk Insurance @ 0.12%										\$155.22
General Liability Insurance @ 0.4%										\$52.36
Subtotal										\$13,142.95
Overhead										\$1,314.29
Profit										\$722.86
Bond @ 2.5%										\$379.50
Subtotal										\$15,559.61
Subtotal before NMGRT										\$15,559.61
NMGRT @ 7.0%										\$1,089.17
Total Change Order Amount										\$18,648.78
Additional Time Requested for this Change Order is 0 days										

STANLEY CYCLONE CENTER

Description	Unit	Qty	Labor	Total Labor	Material	Total Mat.	Equipment	Total Equip.	Sub	Total
				\$0.00		\$0.00		\$0.00	\$0.00	\$0.00
Provide and install vinyl base at north arena wall, all walls in RM 06 office and RM 07 storage.	lf	444	0.94	\$417.36	\$0.75	\$333.00	\$ 0.20	\$88.80	\$0.00	\$839.16
				\$0.00		\$0.00		\$0.00	\$0.00	\$0.00
				\$0.00		\$0.00		\$0.00	\$0.00	\$0.00
				\$0.00		\$0.00		\$0.00	\$0.00	\$0.00
Totals				\$417.36		\$333.00		\$88.80	\$0.00	\$839.16
Total Labor				\$417.36						
Labor Burden @ 35%				\$146.08						
Total Material					\$333.00					
Total Equipment						\$88.80				
Total General Contractor						\$985.24				
Total Subcontractor					\$0.00					
Subtotal										\$985.24
Builders Risk Insurance @ 0.12%										\$11.82
General Liability Insurance @ 0.4%										\$3.99
Subtotal										\$1,001.05
Overhead										\$100.10
Profit										\$65.06
Bond @ 2.5%										\$28.91
Subtotal										\$1,185.11
Subtotal before NMGRT										\$1,185.11
NMGRT @ 7.0%										\$82.96
Total Change Order Amount										\$1,268.07
Additional Time Requested for this Change Order is 0 days										

STANLEY CYCLONE CENTER

MCR 27 - Rollup Doors Seal										
Description	Unit	Qty	Labor	Total Labor	Material	Total Mat.	Equipment	Total Equip.	Sub	Total
Foreman coordination	hr	4	45.00	\$180.00		\$0.00		\$0.00	\$0.00	\$180.00
				\$0.00		\$0.00		\$0.00	\$0.00	\$0.00
Provide and install Z header seal retainer and seal brushes at head jamb of all exterior rollup doors (8).	lf	160	13.84	\$2,214.40	\$7.69	\$1,230.40	\$ 2.25	\$360.00	\$0.00	\$3,804.80
				\$0.00		\$0.00		\$0.00	\$0.00	\$0.00
				\$0.00		\$0.00		\$0.00	\$0.00	\$0.00
				\$0.00		\$0.00		\$0.00	\$0.00	\$0.00
Totals				\$2,394.40		\$1,230.40		\$360.00	\$0.00	\$3,984.80
Total Labor				\$2,394.40						
Labor Burden @ 35%				\$838.04						
Total Material				\$1,230.40						
Total Equipment				\$360.00						
Total General Contractor				\$4,822.84						
Total Subcontractor				\$0.00						
Subtotal										\$4,822.84
Builders Risk Insurance @ 0.12%										\$57.87
General Liability Insurance @ 0.4%										\$19.52
Subtotal										\$4,900.24
Overhead										\$490.02
Profit										\$269.51
Bond @ 2.5%										\$141.49
Subtotal										\$5,801.27
Subtotal before NMGRT										\$5,801.27
NMGRT @ 7.0%										\$406.09
Total Change Order Amount										\$6,207.36
Additional Time Requested for this Change Order is 0 days										

STANLEY CYCLONE CENTER

Description	Unit	Qty	Labor	Total Labor	Material	Total Mat.	Equipment	Total Equip.	Sub	Total
Provide and install Corner guards, ten (10) total along north wall	ea	10	11.10	\$111.00	\$56.00	\$56.00	\$ 1.50	\$15.00	\$0.00	\$686.00
				\$0.00		\$0.00		\$0.00	\$0.00	\$0.00
				\$0.00		\$0.00		\$0.00	\$0.00	\$0.00
				\$0.00		\$0.00		\$0.00	\$0.00	\$0.00
Totals				\$111.00		\$56.00		\$15.00	\$0.00	\$686.00
Total Labor				\$111.00						
Labor Burden @ 35%				\$38.85						
Total Material					\$56.00					
Total Equipment							\$15.00			
Total General Contractor										\$724.85
Total Subcontractor										\$0.00
Subtotal										\$724.85
Builders Risk Insurance @ 0.12%										\$6.70
General Liability Insurance @ 0.4%										\$2.93
Subtotal										\$736.48
Overhead										\$73.65
Profit										\$40.51
Bond @ 2.5%										\$21.27
Subtotal										\$871.90
Subtotal before NMGRT										\$871.90
NMGRT @ 7.0%										\$61.03
Total Change Order Amount										\$932.94
Additional Time Requested for this Change Order is 0 days										

APA Specialties, LLC
1823 Commercial St. Ste. F
Albuquerque, NM 87102
Phone: 224-9833 Fax: 224-9836

To: Weil Construction
Attn: Nelson

Date: 7/28/2016

Project: Stanley Cyclone Center
Location: Albuquerque, NM

We propose to furnish the following material FOB jobsite:

Corner Guards by InPro Corp.

10 Each 2" x 4' Tape On Vinyl Corner Guards
Material \$275.00

10 Each 3" x 4' Aluminum Retainer with Vinyl Snap on Corner Guards
Material \$550.00

Does Not include Federal, State, Local taxes unless otherwise indicated. Quote is good for thirty days from the date noted above.

Accepted By:

APA

Axel Mayhaw

STANLEY CYCLONE CENTER

M.C. 11 - ADDITIONAL WINDOWS - 1 - 1/2" WALL - 1 - 1/2" GLAZING										
Description	Unit	Qty	Labor	Total Labor	Material	Total Mat.	Equipment	Total Equip.	Sub	Total
Foreman coordination	hr	8	45.00	\$360.00		\$0.00		\$0.00	\$0.00	\$360.00
				\$0.00		\$0.00		\$0.00	\$0.00	\$0.00
Demo Sheet rock and remove exterior metal panels	sf	80	2.77	\$221.60	\$0.50	\$40.00	\$ 4.38	\$350.40	\$0.00	\$612.00
Frame in new structural steel members for windows	sf	80	2.77	\$221.60	\$2.69	\$216.20	\$ 1.20	\$96.00	\$0.00	\$532.80
Install and set new windows per window type 13 & 14	ea	1		\$0.00		\$0.00		\$0.00	\$4,267.00	\$4,267.00
Cut and trim-out exterior metal panels	lf	20	11.08	\$221.60	\$2.50	\$60.00		\$0.00	\$0.00	\$271.60
Repair Framing, sheetrock and acoustical ceiling and	sf	80	11.08	\$888.40	\$2.00	\$160.00	\$ 0.60	\$48.00	\$0.00	\$1,094.40
Paint	sf	80	2.77	\$221.60	\$1.25	\$100.00	\$ 0.60	\$48.00	\$0.00	\$369.60
				\$0.00		\$0.00		\$0.00	\$0.00	\$0.00
Totals				\$2,132.80		\$565.20		\$542.40	\$4,267.00	\$7,507.40
Total Labor				\$2,132.80						
Labor Burden @ 35%				\$746.48						
Total Material					\$565.20					
Total Equipment						\$542.40				
Total General Contractor										
Total Subcontractor										
Subtotal										\$8,253.88
Builders Risk Insurance @ 0.12%										\$99.05
General Liability Insurance @ 0.4%										\$33.41
Subtotal										\$8,386.34
Overhead										\$838.63
Profit										\$461.25
Bond @ 2.5%										\$242.16
Subtotal										\$9,928.38
Subtotal before NMGRT										\$9,928.38
NMGRT @ 7.0%										\$694.99
Total Change Order Amount										\$10,623.38
Additional Time Requested for this Change Order is 0 days										

STANLEY CYCLONE CENTER

InCR #33 - Extended General Conditions 2 - Extension of Project General Conditions out to November 25th, 2016										
Description	Unit	Qty	Labor	Total Labor	Material	Total Mat.	Equipment	Total Equip.	Sub	Total
Foreman	Wk	14	1,800.00	\$25,200.00		\$0.00		\$0.00	\$0.00	\$25,200.00
Truck	Wk	14		\$0.00		\$0.00	\$ 146.25	\$2,047.50	\$0.00	\$2,047.50
Phone /Log Top	Wk	14		\$0.00	\$50.00	\$700.00		\$0.00	\$0.00	\$700.00
Chem toilet	Wk	14		\$0.00	\$50.00	\$700.00		\$0.00	\$0.00	\$700.00
Gas	gal	910		\$0.00	\$5.85	\$5,323.50		\$0.00		\$5,323.50
Storage Trailer	Wk	14		\$0.00	\$65.00	\$910.00		\$0.00		\$910.00
Clean Up	Wk	14	150.00	\$2,100.00		\$0.00		\$0.00		\$2,100.00
										\$0.00
										\$0.00
										\$0.00
Totals				\$27,300.00		\$7,633.50		\$2,047.50	\$0.00	\$36,981.00
Total Labor				\$27,300.00						
Labor Burden @ 35%				\$9,555.00						
Total Material					\$7,633.50					
Total Equipment							\$2,047.50			
Total General Contractor										\$46,536.00
Total Subcontractor										\$0.00
Subtotal										\$46,536.00
Builders Risk Insurance @ 0.12%										\$558.43
General Liability Insurance @ 0.4%										\$188.38
Subtotal										\$47,282.81
Overhead										\$4,728.28
Profit										\$2,600.55
Bond @ 2.5%										\$1,365.29
Subtotal										\$55,976.94
Subtotal before NMGRT										\$55,976.94
NMGRT @ 7.0%										\$3,918.39
Total Change Order Amount										\$59,895.32
Additional Time Requested for this Change Order is 73 calendar days										

STANLEY CYCLONE CENTER

MORT - Fuel Skid to the Power Supply Panel										
Description	Unit	Qty	Labor	Total Labor	Material	Total Mat.	Equipment	Total Equip.	Sub	Total
Foreman Coordination	hr	2	45.00	\$90.00		\$0.00		\$0.00	\$0.00	\$90.00
Provide and install panel and feed for jockey pump into Fire pump pit. Provide and install convenience light and receptacle in pit.	ls	1		\$0.00		\$0.00		\$0.00	\$1,375.82	\$1,375.82
				\$0.00		\$0.00		\$0.00	\$0.00	\$0.00
				\$0.00		\$0.00		\$0.00	\$0.00	\$0.00
Totals				\$90.00		\$0.00		\$0.00	\$1,375.82	\$1,465.82
Total Labor				\$90.00						
Labor Burden @ 35%				\$31.50						
Total Material				\$0.00						
Total Equipment				\$0.00						
Total General Contractor				\$121.50						
Total Subcontractor				\$1,375.82						
Subtotal										\$1,497.12
Builders Risk Insurance @ 0.12%										\$17.97
General Liability Insurance @ 0.4%										\$6.06
Subtotal										\$1,521.15
Overhead										\$152.11
Profit										\$83.66
Bond @ 2.5%										\$43.92
Subtotal										\$1,800.85
Subtotal before NMORT										\$1,800.85
NMORT @ 7.0%										\$126.06
Total Change Order Amount										\$1,926.91
Additional Time Requested for this Change Order is 0 days										



**Precision
Service
Electric, LLC**

Allan C. Durbin, Owner

COMMERCIAL - INDUSTRIAL - RESIDENTIAL
LICENSE #001000003
allan@precisionee.com

13 West Joazeur Loop
Denville, NJ 07834

610-354-2095 Office
610-351-0884 1658 Fax
610-359-4709 Cell

P.O. Box 1079
Denville, NJ 07834

P
S
E

Proposal

ESTIMATE NO. One
DATE 8/25/2016
CUSTOMER ID WC
EXPIRATION DATE _____

Well Construction

ATTN: **Nelson Kimbel**

SALESPERSON	PROJECT	PAYMENT TERMS	DUE DATE
	Stanley Cyclone Center (Jockey Pump Feed)	Due upon receipt	

QUANTITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1.00	We propose to furnish all labor, material, equipment, and supervision necessary to install: Provide & Install Panel and feed for Jockey pump into pit. Install light and receptacle in pit. See attached Breakdown	1,375.62	1,375.62
	Material:	477.85	
	Labor:	718.34	
	Sub Total:	1,196.19	
	Profit & Overhead @ 15%	179.43	
	Total:	1,375.62	

Quotation prepared by:

Allan Durbin _____

SUBTOTAL	\$ 1,375.62
SALES TAX	
TOTAL	\$ 1,375.62

This quotation is subject to the specific conditions noted below:

Insert Conditions or specific exclusions here.

All exclusions per original quote

To accept this quotation, sign here and return:

AUTHORIZED REPRESENTATIVE DATE

SFC CLERK RECORDED 11/30/2016

PANEL 120/240V 60A	1	\$95.00	E	\$95.00	2.4	E	2.4
PANEL 20A 1P 300V UNITS	1	\$12.50	E	\$12.50	0.2	E	0.2
PANEL 20A 2P 300V UNITS	1	\$22.50	E	\$22.50	0.25	E	0.25
EM-1 EMT EMPTY	5	\$1.08	E	\$5.39	0.07	E	0.35
HA-1 MINERALLAC	2	\$51.54	C	\$1.03	10	C	0.2
WC-THHN-STRA #6	35	\$575.00	M	\$20.13	10	M	0.35
WC-THHN-SOLID #10	10	\$150.61	M	\$1.51	6.5	M	0.07
TER TERMINATION- 6 AWG	6	\$0.00	E	\$0.00	0.14	E	0.84
Lug reducers	2	\$65.00	E	\$130.00	0.25	E	0.5
PV-1 PVC EMPTY	30	\$0.33	E	\$9.97	0.04	E	1.05
HA-1 MINERALLAC	2	\$51.54	C	\$1.03	10	C	0.2
GR-1 GRC-90-ELLS	1	\$792.38	C	\$7.92	0.36	E	0.36
PV-1" 540 COND COUP	1	\$16.03	C	\$0.16	\$ -	E	\$ -
PV-1 MALE-ADAPT.	2	\$25.29	C	\$0.51	7	C	0.14
PV-1 FE-ADAPTER	2	\$28.86	C	\$0.58	7	C	0.14
WC-5-12 THHN SOL	40	\$0.50	E	\$19.88	\$ 0.03	E	\$ 1.16
J-box in pit	1	\$15.00	E	\$15.00	1	E	1
Fruit jar light fixture with Guard	1	\$50.00	E	\$50.00	1.25	E	1.25
DE2-GFI I/C SPE 1G SUR	1	\$32.50	E	\$32.50	1.25	E	1.25
SE-3/4 SEALTITE-EF	7	\$57.13	C	\$4.00	1.75	C	0.12
SE-3/4 90 CONN	1	\$655.89	C	\$6.56	\$ 12.00	C	\$ 0.12
SE-3/4 ST CONN	1	\$385.90	C	\$3.86	10	C	0.1
BU-3/4 PLASTIC BUSHING	2	\$16.16	C	\$0.32	6	C	0.12
HA-3/4 MINERALLAC	2	\$44.07	C	\$0.88	6	C	0.12
Connect Jockey pump control	1	\$15.00	E	\$15.00	1.5	E	1.5
SE-1/2 SEALTITE-EF	10	\$49.21	C	\$4.92	1.5	C	0.15
SE-1/2 ST CONN	4	\$296.58	C	\$11.86	9	C	0.36
HA-1/2 MINERALLAC	4	\$38.08	C	\$1.52	5	C	0.2
WC-THHN-STRA #12	30	\$110.61	M	\$3.32	5.25	M	0.16
				\$477.85			14.66
					\$ 49.00		\$ 718.34

ALBUQUERQUE BRANCH
MUELLER, INC.
P.O. BOX 1727
MORIARTY NM 87035-8137

800# 888-459-9799
LOC 505-832-5074
FAX 505-832-9271

ORDER NO. 1074875 - SQ	PAGE 1 OF 1
CUSTOMER NO. 5682651	SHIP TO NO.
DATE PRINTED 08/04/2016 11:21 AM	
SALESPERSON MARQUEZ STEVE RAMON Ext:6807	
SELLING BRANCH Albuquerque Sales Branch	

SOLD TO: WEIL CONSTRUCTION
PO BOX 65606
ALBUQUERQUE NM 87193

SHIP TO: ALBUQUERQUE BRANCH
MUELLER, INC
323 W ABRAHAMES ROAD
MORIARTY NM 87035-8173

APPROX. DELIVERY DATE:	08/12/2016	DELIVERY METHOD:	PICK UP(WILL CALL)		
CUSTOMER CONTACT #GS 505-899 3535 505-899-3033 FAX	DELIVERY INSTRUCTIONS	TERMS	CUSTOMER PO.		
Customer Email Address : nelson@weilconstruction.com		Net 30 Days from Invoice Date			

LINE NO.	ITEM NO.	ITEM DESCRIPTION	QTY SHIPPED	UNIT PRICE	EXTENDED PRICE
1.000	63859	10X2 1/2 C 14GA NP #1 RO MFG PRIMED RUN 55 KSI 2 Pieces @ 8 ft 2 Pieces @ 6 ft	28.00 LF	3.0900 /LF	86.52
2.000	44116	RPN HEAD WHT #0300 MFG WHITE 1 Piece @ 6 ft. 4 in	6.33 LF	1.1600 /LF	7.35
3.000	44125	DRIP FLASH WHT #0330 MFG WHITE 1 Piece @ 6 ft, 2 in	6.17 LF	1.1800 /LF	7.28
4.000	44128	RPN JAMB WHT #0350 MFG WHITE 2 Pieces @ 6 ft, 4 in	12.67 LF	1.1600 /LF	14.69

Warranties included are limited to:	Total Weight	119.00 lbs	Subtotal	115.84
Name: WEIL CONSTRUCTION			Tax	00
Location: ALBUQUERQUE NM 87193			Invoice Total	115.84

Tax exempt reason for state of "NM" is CONSTRUCTION CONTRACTOR PUR, tax exemption certificate number is 03040177001.

Unless otherwise noted, STRUCTURAL PRODUCTS provided by Mueller, Inc. comply with industry specifications by product type. FIELD FABRICATED structures utilizing Mueller's structural products have NOT been designed and engineered by Mueller, Inc. to meet any building code specifications nor withstand any specific loads.

Customer acknowledges that each purchased product is only covered by the warranty class referenced in the Sales Order, Invoice, or Shipping List. Customer acknowledges receipt of the warranty document and agrees to be bound by its terms. If no warranty class is referenced for a purchased product in this Sales Order, Invoice, or Shipping List, WE MAKE NO WARRANTY EXPRESS OR IMPLIED, AND HEREBY DISCLAIM ANY AND ALL IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Customer Acknowledgment _____ Date: _____
Referenced Warranty Classes None
Go to Muellerinc.com for copies of warranties

SFC CLERK RECORDED 11/30/2016



Southwest Glass & Glazing, Inc.

7301 Bluewater Rd., NW
Albuquerque, New Mexico 87121

P.O. Box 90367
Albuquerque, New Mexico 87199
505-345-5565 505-345-5964 fax

www.southwestglass.com

Project Information:	
Job Name:	Stanley Cyclone Center Arena
Location:	Stanley, NM
Architect:	Lorn Tryk Architects
Contractor:	Weil Construction
Fax:	
Phone:	899-3535
Attention:	Nelson Kimball

Quotation	
Date	Time of Bid Opening:
07/28/16	ASAP
Estimator:	
Mark A. Fisher	

NM License # 10764

D.O.L Registration # 2272920110706

SECTION	DESCRIPTION	supply/install
	<p>Scope of work to consist of supplying and installing (1) Tubelite aluminum storefront frame with (2) project out operable casement windows. Aluminum finish to be painted Beige. Windows to receive roto hardware with standard locks and screens. Glazing to be 1" clear insulated.</p> <p>Material = \$2,769.00 Labor = \$1,110.00 total = \$3,879.00 10% Oh/ P = \$388.00 total cost = \$4,267.00</p>	Yes
Base Bid:		\$4,267.00

Exclusions: Final cleaning, protection of jobsite stored or installed material, gross receipts tax, installation of hollow metal stops, installation of wood stops.

- Notes:**
- 1.) SWG & G will provide insurance as required by the specifications only. Any additional insurance required by the GC beyond the specified requirements will be furnished at the GC's expense.
 - 2.) SWG & G will not provide or install finish nails in wood door stops for doors provided by others.
 - 3.) Hollow metal glazing price is based on frames being provided with glass stops installed at proper depth to receive specified glazing and all screws installed.

Due to the instability of material prices this quote is valid for 30 days from date of bid only. All orders received for quotations over 30 days old are subject to review. Entering into subcontract for this work predicated upon possible modifications to your standard subcontract agreement unless you issue a standard 1987 version AIA - A401 form. Pricing valid for 30 days. Any price increases after 30 days will be added to the quote. Glazing per International Building Code - 2003 Plans, Specifications, Addenda and any other information pertaining to the project to be provided by the General Contractor at no additional cost to SWG & G.

**EXHIBIT I
CHANGE ORDER**

PROJECT: Stanley Cyclone Center
 CONTRACTOR: Weil Construction
 CHANGE ORDER NO: Two
 ARCHITECT/ENGINEER: Lorn Tryk Architects, PC
 PROJECT NO: 2016-0067-PW/BT
 Contractor Telephone: 505-899-3535
 Contractor e-mail: chris@weilconstruction.com
 ENGINEER'S/ARCHITECT'S PROJECT NO: 1402

CHANGE ORDER JUSTIFICATION

See attached memo.

You are directed to make the following changes in this Contract:

Concrete revisions to accommodate metal building	10,657.2
Power to Irrigation and Cistern	917.19
Additional concessions area sink	1,752.67
Install fire alarm devices and panel	35,319.98
Install phone system	9,039.60
Install deep parking lot light pole bases to resist high winds	5,144.61
Add emergency exit as requested by Fire Prevention	8,133.23
Add meter and disconnect at power pole for fire pump	4,619.04
Add 4" phone conduit from power pole to phone panel	3,275.43
Install culvert at neighbor driveway	2,714.59
Install concrete pad at fire pump	359.68
Add domestic water fill line to cistern	4,882.71
Add concrete slab under judging platform	5,301.55
Add general conditions costs for extending project schedule	41,487.12
 Total this Change Order	 134,104.60

Add 60 days to Contract Time due to documented weather delays as well as time needed to complete the above items.

NOT VALID UNTIL SIGNED BY BOTH THE COUNTY AND THE ARCHITECT/ENGINEER.

Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The Original Contract Sum was	\$2,420,400.00
Net change by previously authorized Change Orders	\$21,682.50

THE STATE OF TEXAS, COUNTY OF DALLAS, ss. I, _____, Clerk of the County, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears from the records of the County of Dallas, Texas.

TABLE ORDER SIGNATURE PAGE

TABLE ORDER

TABLE ORDER NO. _____

TABLE ORDER

TABLE ORDER NO. _____

TABLE ORDER NO. _____

TABLE ORDER

TABLE ORDER NO. _____

TABLE ORDER NO. _____

TABLE ORDER

TABLE ORDER NO. _____

TABLE ORDER NO. _____

TABLE ORDER NO. _____

TABLE ORDER NO. _____

EXHIBIT I
CHANGE ORDER

PROJECT: Stanley Cyclone Center

CONTRACTOR: Weil Construction

CHANGE ORDER NO: One

ARCHITECT/ENGINEER: Lorn Tryk Architects, PC

PROJECT NO: 2016-0067-PW/BT

Contractor Telephone: 505-899-3535

Contractor e-mail: chris@weilconstruction.com

ENGINEER'S/ARCHITECT'S PROJECT NO: 1402

CHANGE ORDER JUSTIFICATION (Provide definitive reason for proposed change order.)
 Materials testing was called for in the Contract Documents to be paid by Owner. Santa Fe County would like the testing to be paid by the Contractor. This change order will create a testing allowance to be used for actual cost of testing.

You are directed to make the following changes in this Contract: (Provide a detailed description of the Scope of the Work.)

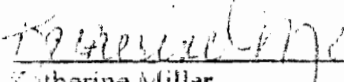
Add materials testing allowance to the Contract. Materials testing to be paid out of allowance for actual cost, following the procedures described in Section 012100 ALLOWANCES, copy attached.

NOT VALID UNTIL SIGNED BY BOTH THE COUNTY AND THE ARCHITECT/ENGINEER.
 Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The Original Contract Sum was	\$2,420,400.00
Net change by previously authorized Change Orders	\$0.00
The Contract Sum prior to this Change Order was unchanged.	
The Contract Sum will be increased by this Change Order in the amount of	\$21,682.50
The new contract Sum including this Change Order will be	\$2,442,082.50
The Contract Time will be increased/decreased/unchanged by <u>0</u> days.	
The date of Substantial Completion as of the date of this Change Order therefore is: unchanged	

CHANGE ORDER SIGNATURE PAGE

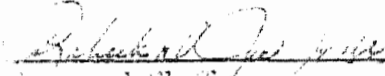
SANTA FE COUNTY



Katherine Miller
Santa Fe County Manager

Date

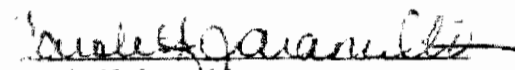
Approved as to form:



Gregory S. Shaffer
Santa Fe County Attorney

Date

Finance Department:



Carole H. Jaramila
Santa Fe County Finance Director

1/22/16

Date

CONTRACTOR:

Signature

Date

Print Name

Print Title

**AGREEMENT BETWEEN SANTA FE COUNTY AND CONTRACTOR
FOR CONSTRUCTION SERVICES**



**SANTA FE COUNTY
ADMINISTRATIVE SERVICES DEPARTMENT
PURCHASING DIVISION
2014 EDITION**

[Changes, additions, deletions and/or any modifications other than those agreed upon by the parties upon execution of this contract, without the written consent of Santa Fe County shall render this document null and void.]

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES: CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION

Hereafter "County":

Katherine Miller, County Manager
Santa Fe County
PO Box 276
Santa Fe, New Mexico 87504-0276
Telephone: 505-986-6200
Fax: 505-985-2740

Hereafter "Contractor":

Christopher Weil, President
Weil Construction
3344 Princeton Drive, NE
Albuquerque, New Mexico 87107-2014
Telephone: (505) 899-3535
E-mail Address: chris@weilconstruction.com

Architect:

Lorn Tryk Architects
206 McKenzie, Suite F2
Santa Fe, New Mexico 87501
Telephone: 505-982-5340
Fax: 505-982-5393
E-mail Address: mail@ltryk.com

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RECITALS

WHEREAS, in accordance with Section 13-1-103 through Section 13-1-110 NMSA 1978, the County issued Invitation for Bid (IFB) No. 2016-0067-PW/BT for construction services for the Stanley Cyclone Center Arena (the Project); and

WHEREAS, the Contractor submitted its bid, dated September 22, 2015, in response to IFB No. 2016-0067-PW/BT; and

WHEREAS, the County is authorized to enter into a construction contract for the Project pursuant to Sections 13-1-100, NMSA 1978;

WHEREAS, the Contractor hereby represents that it is a licensed contractor of the State of New Mexico pursuant to Chapter 60, Article 13 NMSA 1978; and

WHEREAS, the Owner agrees to hire the Contractor, and the Contractor agrees to provide construction services as required herein for the Project in accordance with the terms and conditions set forth in this Agreement; and

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

**ARTICLE I
THE CONTRACT DOCUMENTS**

1.1 DOCUMENTS

The contract documents consist of the following:

- Agreement between County and Contractor
- General Conditions of the Construction Contract
- Conditions of the Work of the Construction Contract
- Bid Sheet Attachment A
- Addenda and Modifications issued Attachment B
before and after execution of this Contract

1.2 CERTIFICATES AND DOCUMENTATION

The following certificates and documentation are hereby attached as exhibits as follows:

- Project Manual Exhibit A
- Technical Specifications as listed in Plan Set Exhibit B
- Labor and Material Payment Bond Exhibit C
- Performance Bond Exhibit D
- Assignment of Antitrust Claims Exhibit E
- Certificate of Insurance Exhibit F

Notice of Award
Notice to Proceed
Change Order
Certificate of Substantial Completion

Exhibit G
Exhibit H
Exhibit I
Exhibit J

**ARTICLE 2
THE WORK**

2.1 THE WORK

The Contractor shall perform all the Work required by the Contract Documents for the following:

Santa Fe County is planning for construction of the Stanley Cyclone Center Arena (the Project) to be located off of Highway 41 at 22 West Kinsell Avenue (County Road 31A), in Stanley New Mexico. The Project is a pre-engineered metal structure with conventional continuous and spot foundations, interior partitions, restrooms, concessions area, storage and rodeo equipment, including arena panels, chutes and gates. The Project also includes sitework, including clearing, grading, gravel surfacing, lighting, fire protection water storage tank, line and hydrant, landscaping and irrigation, and fencing.

The Contractor shall supply all labor, materials and equipment necessary to complete the work in accordance with the construction plans and specifications.

**ARTICLE 3
EFFECTIVE DATE, TIME OF COMMENCEMENT, SUBSTANTIAL COMPLETION
AND AMENDMENTS**

3.1 EFFECTIVE DATE

The Effective Date of this Agreement is the date of signature by the County.

3.2 TIME OF COMMENCEMENT

The work to be performed under this Contract shall be commenced no later than ten (10) consecutive calendar days after the date of written Notice to Proceed issued by the County, hereto attached as Exhibit H.

3.3 SUBSTANTIAL COMPLETION

The Contractor shall achieve Substantial Completion of the entire Work no later than one hundred eighty (180) working days from the date of the Notice to Proceed, except as hereafter extended by valid written Change Order. A Certificate of Substantial Completion, attached hereto as Exhibit J, will be issued by the County to the Contractor, as adjusted by any Change Order, attached hereto as Exhibit I.

3.1 TIME FOR COMPLETION AND LIQUIDATED DAMAGES

Should the Contractor neglect, refuse, or otherwise fail to complete the Work within the time specified in this Article, the Contractor agrees that Liquidated Damages in the amount of Five Hundred Dollars (\$500.00) shall be assessed per each calendar day that expires after the date of substantial completion, as adjusted by any change order, and until issuance by the County of a certificate of Substantial Completion in accordance with Paragraph 7 EFFECTIVE DATE AND TERM of the General Conditions.

- A. It is hereby understood and mutually agreed, by and between the Contractor and the County, that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are *essential conditions* of this contract and it is further mutually understood and agreed that the work outlined in this contract shall be commenced on a date to be specified in the Notice to Proceed.
- B. The Contractor agrees that work shall be prosecuted regularly, diligently and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the County, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.
- C. If the Contractor shall neglect, fail or refuse to complete the work within the time herein specified or any proper extension thereof granted by the County, then the Contractor does hereby agree, as a part consideration for the awarding of this contract, to pay to the County the amount specified in the contract, not as a penalty but as liquidated damages for such breach of contract as herein set forth, for each and every calendar day that the contract shall be in default after the time stipulated in the contract for completing the work.
- D. The amount is fixed and agreed upon by and between the Contractor and the County because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the County would in such event sustain, and the amount is agreed to be the amount of damages which the County would sustain and the amount shall be retained from time to time by the County from current periodical estimates.
- E. It is agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever and where under the contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract. Provided that the Contractor shall not be charged with liquidated damages or any excess cost when the County determines that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the County. Provided that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

1. To any preference, priority or allocation order duly issued by the County;
2. To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, or of the public enemy, acts of the County, acts of another contractor in the performance of a contract with the County, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather;
3. To any delays of subcontractors or suppliers occasioned by any of the causes specified in subsections above.

F. Provided further, that the Contractor shall, within ten (10) days from the beginning of such delay, unless the County shall grant a further period of time prior to the date of final settlement of the contract, notify the County in writing of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

3.5 AMENDMENTS

This Agreement may be amended by mutual agreement by both parties upon issuance of a Change Order by the County to the Contractor. Any such amendment shall be in accordance with Paragraph 10 AMENDMENTS-CHANGE ORDERS of the General Conditions. Unless otherwise agreed to by the parties, an amendment shall not affect any outstanding Purchase Order(s) issued by the County prior to the effective date of the amendment.

**ARTICLE 4
CONTRACT SUM**

4.1 LUMP SUM

The County shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, an agreed upon Lump Sum of **Two Million Four Hundred Twenty Thousand Four Hundred Dollars and No Cents (\$2,420,400.00)**, exclusive of New Mexico gross receipts tax.

4.2 CONTRACT AMOUNT

The Contract sum is determined as follows:

Base Bid	\$	2,225,500.00
Additive Alternate 1	\$	53,900.00
Additive Alternate 2	\$	54,300.00
Additive Alternate 3	\$	17,600.00
Additive Alternate 4	\$	69,100.00
Total Contract Amount	\$	2,420,400.00

**ARTICLE 5
PROGRESS PAYMENTS**

5.1 PROGRESS PAYMENTS

Based upon an Application for Payment submitted to the County by the Contractor and Certificates for Payment issued by the County, the County shall make progress payments on account of the Contract sum to the Contractor as provided in the Contract documents for the period ending the last day of the month as follows:

- A. No later than twenty one (21) working days following receipt by the County of an undisputed Application for Payment, one hundred percent (100%) of the portion of the Contract Sum properly allocable to labor, materials, and equipment incorporated in the Work and one hundred percent (100%) of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site or some other location agreed upon in writing for the period covered by the Application for Payment, less the aggregate of previous payments made by the County; less such amounts as the Architect/ Engineer shall determine for all incomplete Work and unsettled claims as provided in the Contract Documents (Section 57-28-5, NMSA 1978).
- B. When making payments, the County, Contractor or subcontractor shall not retain, withhold, hold back or in any other manner not pay amounts owed for work performed. For additional information regarding retainage and the Prompt Payment Act (refer to Section 57-28-5, NMSA 1978).
- C. Contractors and subcontractors shall make prompt payment to their subcontractors and suppliers for amounts owed for work performed on the construction project within twenty-one (21) days after receipt of payment from the County, contractor or subcontractor. If the contractor or subcontractor fails to pay its subcontractor and suppliers by first-class mail or hand delivery within twenty-one days after receipt of an undisputed request for payment, the contractor or subcontractor shall pay interest to its subcontractors and suppliers beginning on the twenty-second day after payment was due, computed at one and one-half percent of the undisputed amount per month or fraction of a month until payment is issued. These payment provisions apply to all tiers of contractors, subcontractors and suppliers Section 57-28-1 et. seq. NMSA 1978).
- D. In preparing estimates the material delivered on the site and preparatory work done may be taken into consideration.
- E. All material and work covered by partial payments made shall thereupon become the sole property of the County, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the County to require the fulfillment of all of the terms of the contract.

- F. County's right to withhold certain amounts and make application thereof. The Contractor agrees that it will indemnify and hold the County harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, material men, and furnisher of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this contract. The Contractor shall, at the County's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If the Contractor fails so to do, then the County may, after having served written notice on the said Contractor, either pay unpaid bills, of which the County has written notice, direct, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the County to either the Contractor or its Surety. In paying any unpaid bills of the Contractor, the County shall be deemed the agent of the Contractor, and any payment so made by the County shall be considered as a payment made under the contract by the County to the Contractor and the County shall not be liable to the Contractor for any such payments made in good faith.

ARTICLE 6 FINAL PAYMENT

6.1 FINAL PAYMENT

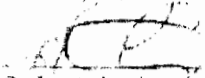
The entire unpaid balance of the Contract Sum, shall be paid by the County to the Contractor within thirty (30) calendar days after notification of the County by the Architect/Engineer that all incomplete and unacceptable work that was noted during the Substantial Completion Inspection and listed on the attachment to the Certificate of Substantial Completion has been corrected, and provided the Contract has been fully performed and a final Certificate for Payment has been issued by the Architect/Engineer. In addition, the Contractor shall provide to the County a certified statement of Release of Liens and Consent of Surety.

6.2 ACCEPTANCE OF FINAL PAYMENT CONTITUTES RELEASE

The acceptance by the Contractor of final payment shall be and shall operate as a release to the County of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the County and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor or its sureties from any obligations under this contract or the Performance and Payment Bond.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first written above.

SANTA FE COUNTY


Robert A. Anaya

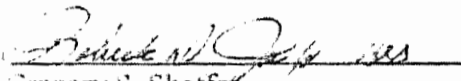
Date 3/24/15

Santa Fe County Board of County Commissioners

ATTESTATION:

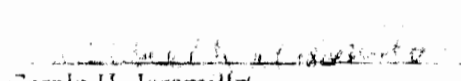

Geraldine Salazar
Santa Fe County Clerk

REVIEWED AS TO LEGAL FORM AND SUFFICIENCY


Gregory S. Shaffer
Santa Fe County Attorney

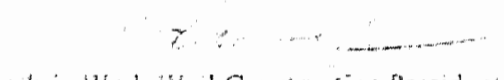
Date 3/24/15

FINANCE DEPARTMENT APPROVAL:


Carole H. Jaramilla
Santa Fe County Finance Director

Date 3/24/15

CONTRACTOR:


Chris Weil, Weil Construction President

Date 3/24/15

**GENERAL CONDITIONS
TO AGREEMENT BETWEEN SANTA FE COUNTY
AND CONTRACTOR
FOR CONSTRUCTION SERVICES**

1.0 DEFINITIONS

The following terms as used in this contract are respectively defined as follows:

- 1.1 *Application for Payment* Contractor's written request for payment for completed portions of the work and, for materials delivered or stored and properly labeled for the respective project.
- 1.2 *Change Order* A written document between the County and the Contractor signed by the County and the Contractor authorizing a change in the work or an adjustment in the contract sum or the contract time. A change order may be signed by the Architect or Engineer, provided they have written authority from the County for such procedure and that a copy of such written authority is furnished to the Contractor upon request. The contract sum and the contract time may be changed only by change order. A change order may be in the form of additional compensation or time; or less compensation or time known as a Deduction (from the contract) the amount deducted from the contract sum by change order.
- 1.3 *Calendar Day* Each and every Day shown on the calendar, beginning and ending at midnight.
- 1.4 *Contract Period* The elapsed number of working days or calendar days from the specified date of commencing work to the specified date of completion, as specified in the contract.
- 1.5 *Contractor* is a person, firm or corporation with whom the contract is entered into with the County.
- 1.6 *Construction Documents* All drawings, specifications and addenda associated with a specific construction project.
- 1.7 *Construction Schedule* A schedule in form satisfactory to the County, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the contract documents and the anticipated amount of each monthly payment that will become due the Contractor in accordance with the progress schedule.
- 1.8 *Day* The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.
- 1.9 *Labor and Material Payment Bond* A written form of security from a surety (bonding) company to the County, on behalf of an acceptable prime Contractor or

subcontractor, guaranteeing payment to the County in the event the Contractor fails to pay for all labor, materials, equipment, or services in accordance with the contract. (see Performance Bond and Surety Bond).

1.10 *Lump Sum Agreement (See Stipulated Sum Agreement)*

1.11 *Lump Sum Bid* A single entry amount to cover all labor, equipment, materials, services, and overhead and profit for completing the construction of a variety of unspecified items of work without the benefit of a cost breakdown.

1.12 *Lump Sum Contract* A written contract between the County and Contractor wherein the County agrees to pay the contractor a specified sum of money for completing a scope of work consisting of a variety of unspecified items or work.

1.13 *Payment Bond* A written form of security from a surety company to the County, on behalf of an acceptable prime contractor or subcontractor, guaranteeing payment to all persons providing labor, materials, equipment, or services in accordance with the contract.

1.14 *Performance Bond* A written form of security from a surety company to the County, on behalf of an acceptable prime contractor or subcontractor, guaranteeing the completion of the work in accordance with the terms of the contract.

1.15 *Progress Payment* A payment from the County to the Contractor determined by calculating the difference between the completed work and materials stored and a predetermined schedule of values or unit costs. (see Schedule of Values, Unit Costs).

1.16 *Progress Schedule* A pictorial or written schedule (including a graph or diagram) that shows proposed and actual start and completion dates of the various work elements.

1.17 *Punch list* a list of items to be completed or corrected, prepared by the Architect/Engineer, checked and augmented as required by the Contractor or Construction Manager is appended hereto as Exhibit J. Note: The failure to include any item on such list does not relieve the Contractor of the responsibility to complete all work in accordance with the contract documents.

1.18 *Schedule of Values* A statement furnished by the Contractor to the Architect or Engineer and the County reflecting the portions of the contract sum allotted for the various parts of the work and used as the basis for reviewing the Contractor's Applications for Payment.

1.19 *Services* Includes services performed, workmanship, and material furnished or utilized in the performance of services.

- 1.20 *Stipulated Sum Agreement* A written agreement in which a specific amount is set forth as the total payment for completing the contract (See Lump Sum Contract).
- 1.21 *Subcontractor* is a person, firm or corporation supplying labor and materials or only labor for work at the site of the project for, and under separate contract or agreement with, the Contractor.
- 1.22 *Unit Price Contract* A written contract wherein the County agrees to pay the Contractor a specified amount of money for each unit of work successfully completed as set forth in the contract.
- 1.23 *Unit Prices* A predetermined price for a measurement or quantity of work to be performed within a specific contract. The designated unit price would include all labor materials, equipment or services associated with the measurement or quantity established.
- 1.24 *Working Day* means every day except Saturday, Sunday and holidays recognized by Santa Fe County. Based on a review of weather that may adversely affect the Contractor's ability to effectively prosecute the Work, and the actual Work performed by the Contractor, the Architect or Engineer will determine (between the end of the day and noon of the next day) if the County will charge a Working Day. If the Contractor was able to effectively prosecute Work on a critical path item for six (6) or more hours on a Saturday, Sunday or County-recognized Holiday, the Architect or Engineer may charge a Working Day.
- 1.25 *Work on (at) the project* is work to be performed at the location of the project, including the transportation of materials and supplies to or from the location of the project by employees of the Contractor and any subcontractor.

2. CONTRACT AND CONTRACT DOCUMENTS

- 2.1 *Entire Agreement.* This Agreement represents the entire contract between the parties and, except as otherwise provided herein, may not be amended, changed, modified, or altered without the written consent of the parties hereto. This Agreement incorporates all of the conditions, agreements, and understandings between the parties concerning the subject matter of this Agreement, and all such conditions, understandings, and agreements have been merged into this written Agreement. No prior condition, agreement, or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless incorporated in this written Agreement.
- 2.2 *Relationship of Contract Documents.* The Contract Documents are complementary, and any requirement of one Contract Document shall be as binding as if required by all.
- 2.3 *Conflicting Conditions.* Any provisions in any of the Contract Documents which may be in conflict or inconsistent with any of the paragraphs in these General Conditions shall be void to the extent of such conflict or inconsistency.

3. PLANS, SPECIFICATIONS AND ADDENDA

- 3.1 The plans, specifications and addenda, hereinafter enumerated in Article 1 of the Agreement Between County and Contractor for Construction shall form part of this Contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. The table of contents, titles, headings, running headlines and marginal notes contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect or limit the interpretation of the provisions to which they refer.
- 3.2 Certificates and Documents Incorporated. All certificates and documentation required by the provisions of the Agreement shall be attached to this Agreement at the time of execution, and are hereby incorporated by reference as though set forth in full in this Agreement to the extent they are consistent with its conditions and terms.

4. CONTRACT SECURITY - BONDS

- 4.1 Performance Bond. The Contractor shall furnish a performance bond in an amount at least equal to one hundred percent (100%) of the contract sum as security for the faithful performance of this contract. The performance bond and the payment bond may be in one or in separate instruments in accordance with local law.
- 4.2 Payment Bond. The Contractor shall provide payment bond in an amount not less than one hundred percent (100%) of the contract price or in a penal sum not less than that prescribed by state, territorial or local law, as security for the payment of all persons performing labor on the project under this contract, furnishing materials in connection with this contract and all of Contractor's requirements as specified in the contract documents. The Payment Bond shall remain in effect until one year after the date when final payment becomes due.
- 4.3 Additional or Substitute Bond. If at any time the County for justifiable cause shall be or become dissatisfied with any surety or sureties, then upon the Performance or Payment Bonds, the Contractor shall within five (5) days after notice from the County so to do, substitute an acceptable bond (or bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the County. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished such an acceptable bond to the County.
- 4.4 Labor and Material Bond. The Contractor shall provide to the County Labor and Material Bond in an amount equal to the required payments by the Contractor to specified subcontractors, laborers, and materials suppliers associated with the project.

5. TERMS AND MEANINGS

Terms used in this Agreement that are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

6.7 **Provision Required by Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

7. EFFECTIVE DATE AND TERM

7.1 This Agreement shall, upon due execution by all parties, become effective in accordance with the Agreement Between County and Contractor for Construction, Article 3 - Effective Date, Time of Commencement and Substantial Completion. This Agreement shall not become effective until: (1) approved by the Santa Fe County Commissioners and/or the County Manager or their designee; and (2) signed by all parties required to sign this Agreement.

7.2 This Contract shall achieve Substantial Completion in accordance with the Agreement Between County and Contractor, Article 3 - Effective Date, Time of Commencement and Substantial Completion, unless earlier terminated pursuant to Section 8 (Termination) or 9, (Appropriations and Authorizations) of these General Conditions.

8. TERMINATION

8.1 **Termination of Agreement for Cause.** Either party may terminate the Agreement based upon any material breach of this Agreement by the other party. The non-breaching party shall give the breaching party written notice of termination specifying the grounds for the termination. The termination shall be effective thirty (30) days from the breaching party's receipt of the notice of termination, during which time the breaching party shall have the right to cure the breach. If, however, the breach cannot with due diligence be cured within thirty (30) days, the breaching party shall have a reasonable time to cure the breach, provided that, within thirty (30) days of its receipt of the written notice of termination, the breaching party began to cure the breach and advised the non-breaching party in writing that it intended to cure.

8.2 **Termination for Convenience of the County.** The County may, in its discretion, terminate this Agreement at any time for any reason by giving the Contractor written notice of termination. The notice shall specify the effective date of termination, which shall not be less than fifteen (15) days from the Contractor's receipt of the notice. The County shall pay the Contractor for acceptable work, determined in accordance with the specifications and standards set forth in this Agreement, performed before the effective date of termination but shall not be liable for any work performed after the effective date of termination.

- 5.1 **Words and Phrases.** Words, phrases, and abbreviations which have well-known technical or trade meanings used in the Contract Documents shall be used according to such recognized meanings. In the event of a conflict, the more stringent meaning shall govern.
- 5.2 **Gender, Singular Plural.** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.
- 5.3 **Captions and Section Headings.** The captions and section headings contained in this Agreement are for convenience of reference only, and in no way limit, define, or enlarge the terms, scope and conditions of this Agreement.
- 5.4 **Interchangeable Terms.** For purposes of all provisions within this Agreement and all attachments hereto, the terms "Agreement" and "Contract" shall have the same meaning and shall be interchangeable.

6. COMPLIANCE WITH APPLICABLE LAW, CHOICE OF LAW

- 6.1 This Agreement shall be governed exclusively by the provisions hereof and by the laws of the State of New Mexico and applicable ordinances of Santa Fe County.
- 6.2 In performing its obligations hereunder, the Contractor shall comply with all applicable laws, ordinances, and regulations, including Santa Fe County Ordinance 2014-1 (Establishing a Living Wage).
- 6.3 **Minimum Wage Rates.** The Contractor, all subcontractors and subsubcontractors warrants and agree to will comply with all applicable provisions of the New Mexico Public Works Minimum Wage Act as outlined in the Bid Documents. Wage rates are not applicable to projects costing less than \$60,000.
- 6.4 This Agreement shall be construed in accordance with the substantive laws of the State of New Mexico, without regard to its choice of law rules. Contractor and the County agree that the exclusive forum for any litigation between them arising out of or related to this Agreement shall be federal and state district courts of New Mexico.
- 6.5 Pursuant to 13-1-191, NMSA 1978, reference is hereby made to the criminal laws of New Mexico, including §30-14-1, §30-24-2, and §30-41-1 through 3 NMSA 1978, which prohibit bribes, kickbacks, and gratuities, violation of which constitutes a felony. Further, the Procurement Code, 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation.
- 6.6 **New Mexico Tort Claims Act.** By entering into this Agreement, 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 the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et seq. NMSA 1978, as amended. The County and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not

3.3 Right of the County to Terminate Contract In the event that any of the provisions of this contract are violated by the Contractor, or by any of its subcontractors, the County may serve written notice upon the Contractor and the Surety of its intention to terminate the contract, such notices to contain the reasons for such intention to terminate the contract, and unless within ten (10) days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement of correction be made, the contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the County shall immediately serve notice thereof upon the Surety and the Contractor and the Surety shall have the right to take over and perform the contract. Provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the County may take over the work and prosecute the same to completion by contract or by force account and at the expense of the Contractor and the Contractor and its Surety shall be liable to the County for any excess cost occasioned the County thereby, and in such event the County may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefore.

9. APPROPRIATIONS AND AUTHORIZATIONS

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

10. AMENDMENTS – CHANGE ORDERS

Contract Documents may be amended by a Change Order, hereto attached as Exhibit I to allow for additions, deletions, and revision as specified in Article 2 "The Work" of the Agreement between Santa Fe County and the Contractor or to amend the terms and conditions by a Change Order.

11. INDEMNIFICATION

11.1 The Contractor shall defend, indemnify, and hold harmless the County and its elected officials, agents, and employees from any losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses (including but not limited to court costs and attorneys' fees) resulting from or directly or indirectly arising out of the Contractor's performance or non-performance of its obligations under this Agreement, including but not limited to the Contractor's breach of any representation or warranty made herein.

- 11.2 The Contractor agrees that the County shall have the right to control and participate in the defense of any such demand, suit, or cause of action concerning matters that relate to the County and that such suit will not be settled without the County's consent, such consent can not to be unreasonably withheld. If a conflict exists between the interests of the County and the Contractor in such demand, suit, or cause of action, the County may retain its own counsel to represent the County's interest.
- 11.3 The Contractor's obligations under this section shall not be limited by the provisions of any insurance policy the Contractor is required to maintain under this Agreement.

12. AGGRIEVEMENT PROCEDURE DURING CONTRACT ADMINISTRATION

- 12.1 Any claims, disputes, or other matters in question between the Contractor and the County, except those which have been waived by the making or acceptance of final payment as provided in Paragraph 6.2 of the Agreement Between Santa Fe County and Contractor for Construction, shall be presented in the form of a written request accompanied by supporting data to the Architect/Engineer for formal decision, with a copy to the other party. Such formal decision of the Architect/Engineer is binding upon the Contractor and the Owner unless either or both notify each other and the Architect/Engineer in writing within fifteen (15) days of their receipt of the decision that they are unwilling to abide by the Architect's/Engineer's decision, are thereby aggrieved in connection with the decision, and are separately exercising such rights as either may have under the Contract Documents or by law and regulation. If the Architect/Engineer fails to provide a written decision or a reasonable schedule to issue a written decision within ten (10) days after the County or the Contractor has presented its request, that party may consider itself aggrieved and may proceed to exercise its rights.
- 12.2 A settlement agreement signed by the County and the Contractor shall supersede and cancel any other dispute resolution proceedings regarding the same matter.
- 12.3 Unless work is stopped or payment withheld in accordance with the conditions of the Contract, or unless otherwise agreed in writing, the Contractor shall carry on the Work and maintain its progress during any dispute resolution proceedings, and the Owner shall continue to make payments to the Contractor in accordance with the Contract Documents.

13. DISPUTE RESOLUTION

- 13.1 Either County or Contractor may request mediation pursuant to the New Mexico Public Works Mediation Act, 13-4C-1 NMSA 1978, of any claim before such decision become final and binding. The request for mediation shall be submitted in writing to the other party. Timely submission of the request shall stay the effect of Paragraph 12.1.
- 13.2 County and Contractor shall participate in the mediation process in good faith. The process shall be completed within Sixty (60) days of filing of the request. The mediation shall be governed by the rules for mediation pursuant to the New Mexico Public Works Mediation

Act.

13.3 If the dispute is not resolved by mediation, the dispute shall be resolved through litigation in the district court. The parties agree that the exclusive forum for such litigation shall be the State of New Mexico District Court for the First Judicial District at Santa Fe, New Mexico. Contractor irrevocably consents to the jurisdiction of said Court and agrees to accept service of a summons and complaint by mail or commercial courier service in accordance with Rule 1-004(E)(3) NMRA.

14. INSURANCE

14.1 The Contractor shall not commence work under this contract until they have obtained all the insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on its subcontract until the insurance required of the subcontractor has been so obtained and approved.

14.2 Proof of Carriage of Insurance. The Contractor shall furnish the County with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall also contain substantially the following statement: "Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions".

14.3 General Conditions. The Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.

14.4 General Liability Insurance, Including Automobile. The Contractor shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,000,000.00 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the County by the Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract. The Santa Fe County shall be a named additional insured on the policy.

14.5 Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance. The Contractor shall require each of its subcontractors to procure and to maintain during the life of its subcontract, Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the type and in the amounts specified in 14.4 above.

14.6 Workers' Compensation Insurance. The Contractor shall comply with the provisions of the Workers' Compensation Act, 52-1-1 to 52-1-70 NMSA 1978. The Contractor shall procure and shall maintain during the life of this contract Workmen's Compensation insurance as

required by applicable State law for all of its employees to be engaged in work at the site of the project under this Contract and, in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this contract is not protected under the Workmen's Compensation law, the Contractor shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of its employees as are not otherwise protected.

- 14.7 **Scope of Insurance and Special Hazards.** The insurance require under subparagraphs 14.4 and 14.5 hereof shall provide adequate protection for the Contractor and his subcontractors, respectively, against damage claims which may arise from operations under this Contract, whether such operations be by the insured or by anyone directly or indirectly employed by him and, also against any of the special hazards which may be encountered in the performance of this Contract.
- 14.8 **Builder's Risk Insurance (Fire and Extended Coverage).** Until the project is completed and accepted by the County, the County, or Contractor at the County's option is required to maintain Builder's Risk Insurance (fire and extended coverage) on a 100 percent completed value basis on the insurable portion of the project for the benefit of the County, the Contractor, subcontractors as their interests may appear. The Contractor shall not include any costs for Builder's Risk Insurance (fire and extended coverage) premiums during construction unless the Contractor is required to provide such insurance; however, this provision shall not release the Contractor from its obligation to complete, according to plans and specifications, the project covered by the contract, and the Contractor and his Surety shall be obligated to full performance of the Contractor's undertaking.
- 14.9 **Increased Limits.** If, during the life of this Agreement, the New Mexico State Legislature increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29), as amended), the Contractor shall increase the maximum limits of any insurance required herein.
- 14.10 **Additional insured.** Santa Fe County will be listed as an additional insured on all policies, and proof of coverage must be provided before work begins. Contractor shall maintain adequate insurance in at least the maximum amounts which the County could be liable under the New Mexico Tort Claims Act. It is the sole responsibility of the Contractor to be in compliance with the law.

15. INDEPENDENT CONTRACTOR

- 15.1 The Contractor and the Contractor's agents and employees are independent contractors performing professional and technical services for the County and are not employees of the County. The Contractor and the Contractor's agents and employees shall not accrue leave, retirement, insurance, bonding, use of County's vehicles, or any other benefits afforded to employees of the County as a result of this Agreement.

15.2 The Contractor shall not subcontract any portion of the services to be performed under this Agreement without prior written approval of the County.

15.3 The Contractor shall maintain detailed time records which indicate the date, time and nature of services rendered. These records shall be subject to inspection by the County and the State Auditor. The County shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the County to recover excessive illegal payments.

16. CONFLICT OF INTEREST OF OFFICERS OR EMPLOYEES OF THE LOCAL JURISDICTION, MEMBERS OF THE LOCAL GOVERNING BODY, OR OTHER PUBLIC OFFICIALS

16.1 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 contract, during its 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. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

16.2 No official of the County who is authorized in such capacity and on behalf of the County to negotiate, make, accept or approve, or to take part in negotiating, making accepting or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of or for the County who is authorized in such capacity and on behalf of the County to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

16.3 The Contractor warrants that the Contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under this Agreement.

17. ASSIGNMENT

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

18. SUBCONTRACTING

18.1 The Contractor shall not subcontract or delegate any portion of the services to be

performed under this Agreement without the advance written approval of the County. Any attempted subcontracting or delegating without the County's advance written approval shall be null and void and without any legal effect.

- 13.2 Contractor shall provide to the County a listing of subcontractors within ten (10) days of the Contract award.
- 13.3 Contractor shall adhere to all provisions of the Subcontractor's Fair Practices Act 13-4-31 to 13-4-42, NMSA 1978.
- 13.4 Contractor shall provide to the County completed Non-Collusion Affidavit of Subcontractor form and Certification of Subcontractor Regarding Equal Employment Opportunity form for all subcontractors listed.
- 13.5 The Contractor shall not award any work to any subcontractor without prior written approval of the County, which approval will not be given until the Contractor submits to the County a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the County may require.
- 13.6 The Contractor shall be as fully responsible to the County for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as they are for the acts and omissions of persons directly employed by them.
- 13.7 The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and other contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the County may exercise over the Contractor under any provision of the contract documents.
- 13.8 Nothing contained in this contract shall create any contractual relation between any subcontractor and the County.
- 13.9 All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate written agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of County. Any contract between Contractor and a Subcontractor or Supplier shall provide that any remedy or claim for nonpayment of sums due or owing to Subcontractor or Supplier or services performed or materials provided is against Contractor and not County, subject to any remedy or rights Subcontractor or Supplier may have under the terms of the Contractor's Performance Bond and Section 13-4-19 NMSA 1978, the New Mexico Little Miller Act.

19. PERSONNEL

- 19.1 All work performed under this Agreement shall be performed by the Contractor or under its supervision.

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

20. NOTICES

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

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

To the Contractor: Weil Construction
Attention: Chris Weil
3344 Princeton Drive NE
Albuquerque, New Mexico 87107-2014

20.2 Nothing herein contained shall preclude the giving of any such written notice by personal service. The address to which notices shall be mailed to either party may be changed by written notice given by such party to the other as hereinabove provided.

21. RELEASE

The Contractor, upon final payment of the amounts due under this Agreement, releases the County, the County's officers and employees from all liabilities and obligations arising from or under this Agreement, including, without limitation, all damages, losses, costs, liability, and expenses, including, without limitation, attorney's fees and costs of litigation that the Contractor may have.

22. WAIVER

No provision of this Agreement shall be deemed to have been waived by either party unless such waiver be in writing signed by the party making the waiver and addressed to the other party; nor shall any custom or practice which may evolve between the parties in the administration of the terms hereof be construed to waive or lessen the right of either party to insist upon performance by the other party in strict accordance with the terms hereof. Further, the waiver by any party of a breach by the other party of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition thereof.

CONDITIONS OF THE WORK

1. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

1.1 The Contractor will be furnished additional instructions and detail drawings as necessary to carry out the work included in the Contract. The additional drawings and instructions supplied to the Contractor will coordinate with the Contract Documents and will be so prepared that they can be reasonably interpreted as part thereof. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions. The Contractor and the Architect/Engineer County will prepare jointly (a) a schedule, fixing the dates at which special detail drawings will be required, such drawings, if any, to be furnished by the Architect/ Engineer County in accordance with the schedule, and (b) a schedule fixing the respective dates for the submission of shop drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment, and the completion of the various parts of the work; each schedule to be subject to change from time to time in accordance with progress of the work.

2. SHOP OR SETTING DRAWINGS

2.1 The Contractor shall submit promptly to the Architect/Engineer County two (2) copies of each shop or setting drawing prepared in accordance with the schedule predetermined as aforesaid. After examination of such drawings by the Architect/Engineer County and the return thereof, the Contractor shall make such corrections to the drawings as have been indicated and shall furnish the Architect/ Engineer County with two corrected copies. If requested by the Architect/Engineer County the Contractor must furnish additional copies. Regardless of corrections made in or approval given to such drawings by the Architect/Engineer/County, the Contractor will be responsible for the accuracy of such drawings and for their conformity to the Plans and Specifications, unless the Contractor notifies the Architect/Engineer County in writing of any deviations at the time the Contractor furnishes such drawings.

3. MATERIALS, SERVICES AND FACILITIES

3.1 It is understood that except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete, and deliver the work within the specified time.

3.2 Any work necessary to be performed after regular working hours, on Sundays or legal holidays, shall be performed without additional expense to the County.

4. CONTRACTOR'S TITLE TO MATERIALS

4.1 No materials or supplies for the work shall be purchased by the Contractor or by any

subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants that he/she has good title to all materials and supplies used by him/her in the work, free from all liens, claims or encumbrances.

5. INSPECTION AND TESTING OF MATERIALS

- 5.1 All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the County. The County will pay for all laboratory inspection service direct, and not as a part of the Contract.
- 5.2 Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended.

6. "OR EQUAL" CLAUSE

- 6.1 Whenever a material, article or piece of equipment is identified on the plans or in the specifications by reference to manufacturers' or vendors' names, trade names, catalogue numbers, etc., it is intended merely to establish a standard; and, any material, article, or equipment or other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed, is, in the opinion of the Architect/Engineer/County, of equal substance and function. It shall not be purchased or installed by the Contractor without the Architect/Engineer/County's written approval.

7. PATENTS

- 7.1 The Contractor shall hold and save the County and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the County, unless otherwise specifically stipulated in the Contract Documents.
- 7.2 License and/or Royalty Fees for the use of a process which is authorized by the County of the project must be reasonable, and paid to the holder of the patent, or its authorized licensee, direct by the County and not by or through the Contractor.
- 7.3 If the Contractor uses any design, device or materials covered by letters, patent or copyright, the Contractor shall provide for such use by suitable agreement with the County of such patented or copyrighted design, device or material. It is mutually agreed and understood, that, without exception, the Contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or its Sureties shall indemnify and save harmless the County of the project from any and all claims for infringement by reason of the use of such patented or

copyrighted design, device or materials, or any trademark or copyright in connection with work agreed to be performed under this Contract, and shall indemnify the County for any cost, expense or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after, completion of the work.

8. SURVEYS, PERMITS AND REGULATIONS

- 8.1 Unless otherwise expressly provided for in the Specifications, the County will furnish to the Contractor all surveys necessary for the execution of the work.
- 8.2 Unless otherwise expressly provided for in the Specifications, the Contractor shall procure and pay all permits, licenses and approvals necessary for the execution of this Contract.
- 8.3 The Contractor shall comply with all laws, ordinances, rules, orders, and regulations relating to performance of the work, the protection of adjacent property, and the maintenance of passageways, guard fences or other protective facilities.

9. CONTRACTOR'S OBLIGATIONS

- 9.1 The Contractor shall and will, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this Contract, within the time herein specified. The Contractor will perform the Work in accordance with the provisions of this Contract and said specifications and in accordance with the plans and drawings covered by this Contract any and all supplemental plans and drawings, and in accordance with the directions of the Architect/Engineer/County as given from time to time during the progress of the work. The Contractor shall furnish, erect, maintain, and remove such construction plans and such temporary works as may be required.
- 9.2 The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the Contract and specifications, and shall do, carry on, and complete the entire work to the satisfaction of the Architect/Engineer and the County.

10. WEATHER CONDITIONS

- 10.1 In the event of temporary suspension of work, or during inclement weather, or whenever the Architect/Engineer/County shall direct, the Contractor will, and will cause its subcontractors to protect carefully its and their work and materials against damage or injury from the weather. If, in the opinion of the Architect/Engineer/County, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of its Subcontractors so to protect its work, such materials shall be removed and replaced at the expense of the Contractor.

11. PROTECTION OF WORK AND PROPERTY-EMERGENCY

- 11.1 The Contractor shall at all times safely guard the County's property from injury or loss in connection with this Contract. The Contractor shall at all times safely guard and protect its own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury unless such is caused directly by errors contained in the Contract or by the County, or its duly authorized representatives.
- 11.2 In case of an emergency which threatens loss or injury of property, and/or safety of life, the Contractor will be allowed to act, without previous instructions from the Architect/Engineer County, in a diligent manner. The Contractor shall notify the Architect/Engineer County immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted to the Architect/Engineer County for approval.
- 11.3 Where the Contractor has not taken action but has notified the Architect/Engineer County of an emergency threatening injury to persons or to damage to the work or any adjoining property, the Contractor shall act as instructed or authorized by the Architect/Engineer County.
- 11.4 The amount of reimbursement claimed by the Contractor on account of any emergency action shall be determined in the manner provided in Paragraph 15 of these Conditions of the Work.

12. INSPECTION

- 12.1 The authorized representatives and agents of the County shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

13. REPORTS, RECORDS AND DATA

- 13.1 The Contractor shall submit to the County such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the County may request concerning work performed or to be performed under this Contract.

14. SUPERINTENDENT BY CONTRACTOR

- 14.1 At the site of the work the Contractor shall employ a construction superintendent or foreman who shall have full authority to act for the Contractor. It is understood that such representative shall be acceptable to the Architect/ Engineer County and shall be one who can be continued in that capacity for the particular job involved unless he/she ceases to be on the Contractor's payroll.

15. CHANGES IN WORK

15.1 No changes in the work covered by the approved Contract Documents shall be made without having prior written approval of the County. Charges or credits for the work covered by the approved change shall be determined by one or more, or a combination of the following methods:

- A. Unit bid prices previously approved.
- B. An agreed lump sum.
- C. The actual cost of:
 - 1) Labor, including foremen;
 - 2) Materials entering permanently into the work;
 - 3) The County's or rental cost of construction equipment during the time of use on the extra work;
 - 4) Power and consumable supplies for the operation of power equipment;
 - 5) Insurance;
 - 6) Social Security and old age and unemployment contributions.
- D. To the costs for changes in work a fixed fee will be added to be agreed upon but not to exceed ten percent (10%) of the actual cost of the work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit and any other general expenses.

16. EXTRAS

16.1 Without invalidating the contract, the County may order extra work or make changes by altering, adding to or deducting from the work, the contract sum being adjusted accordingly, and the consent of the Surety being first obtained where necessary or desirable. All the work of the kind bid upon shall be paid for at the price stipulated in the proposal, and no claims for any extra work or materials shall be allowed unless the work is ordered in writing by the County or the Architect/Engineer, acting officially for the County, and the price is stated in such order.

17. INSPECTION OF SERVICES

17.1 The Contractor shall provide and maintain an inspection system acceptable to the County covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the County during contract performance and for as long afterwards as the Contract requires.

17.2 The County has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. The County shall perform inspections and tests in a manner that will not unduly delay the work.

17.3 If the County performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

- 17.4 If any of the services do not conform with the Contract requirements, the County may require the Contractor to perform the services again in conformity with Contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the County may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and reduce the Contract sum to reflect the reduced value of the services performed.
- 17.5 If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with Contract requirements, the County may by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the County that is directly related to the performance of such service, or terminate the Contract for default.

18. CORRECTION OF WORK

- 18.1 All work, all materials, whether incorporated in the work or not, all processes of manufacture, and all methods of construction shall be at all times and places subject to the inspection of the Architect/ Engineer/County who shall be the final judge of the quality and suitability of the work, materials, processes of manufacture, and methods of construction for the purposes for which they are used. Should they fail to meet their approval they shall be forthwith reconstructed, made good, replaced and/or corrected, as the case may be, by the Contractor at its own expense. Rejected material shall immediately be removed from the site. If, in the opinion of the Architect/Engineer/County, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the Architect/Engineer/County shall be equitable.

19. WARRANTY OF CONSTRUCTION

- 19.1 In addition to any other warranties in this Contract, the Contractor warrants that work performed under this Contract conforms to the Contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.
- 19.2 This warranty shall continue for a period of one (1) year from the date of final acceptance of the work. If the County takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one (1) year from the date the County takes possession.
- 19.3 The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to County-owned or controlled real or personal property, when that damage is the result of the Contractor's failure to conform to contract requirements or any defect of equipment, material, workmanship, or design furnished.

- 19.4 The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for one (1) year from the date of repair or replacement.
- 19.5 The County shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.
- 19.6 If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the County shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.
- 19.7 With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this Contract, the Contractor shall obtain all warranties that would be given in normal commercial practice; require all warranties to be executed, in writing, for the benefit of the County, if directed by the County; and, enforce all warranties for the benefit of the County, if directed by the County.
- 19.8 In the event the Contractor's warranty under subparagraph 19.4 of this clause has expired, the County may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.
- 19.9 Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the County or for the repair of any damage that results from any defect in County-furnished material or design.
- 19.10 This warranty shall not limit the County's rights under the Inspection and Acceptance clause of this Contract with respect to latent defects, gross mistakes, or fraud.

20. SUBSURFACE CONDITIONS FOUND DIFFERENT

- 20.1 Should the Contractor encounter sub-surface and/or latent conditions at the site materially differing from those shown on the Plans or indicated in the Specifications, the Contractor shall immediately give notice to the Architect/Engineer/County of such conditions before they are disturbed. The Architect/Engineer/County will thereupon promptly investigate the conditions, and if they find that they materially differ from those shown on the Plans or indicated in the Specifications, they will at once make such changes in the Plans and/or Specifications as they may find necessary, any increase or decrease of cost resulting from such changes to be adjusted in the manner provided in Paragraph 15 above.

21. CLAIMS FOR EXTRA COST

- 21.1 No claim for extra work or cost shall be allowed unless the same was done in pursuance of a written order of the Architect/Engineer approved by the County, as aforesaid, and the claim presented with the first estimate after the changed or extra work is done. When work is performed under the terms of General Conditions, the Contractor shall furnish

County shall notify the Contractor, who shall indemnify and save harmless the County against any such claim.

25. SEPARATE CONTRACT

- 25.1 The Contractor shall coordinate its operations with those of other contractors. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution of the work. The Contractor, including its subcontractors, shall keep informed of the progress and the detail work of other contractors and shall notify the Architect/Engineer/County immediately of lack of progress or defective workmanship on the part of other contractors. Failure of a contractor to keep informed of the work progressing on the site and failure to give notice of lack of progress or defective workmanship by others shall be construed as acceptance by the Contractor of the status of the work as being satisfactory for proper coordination with its own work.

26. ARCHITECT/ENGINEER'S AUTHORITY

- 26.1 The Architect/Engineer/County shall give all orders and directions contemplated under this Contract and specifications, relative to the execution of the work. The Architect/Engineer/County shall determine the amount, quality, acceptability, and fitness of the several kinds of work and materials which are to be paid for under this Contract and shall decide all questions which may arise in relation to said work and the construction thereof. The Architect/Engineer/County's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any question shall arise between the parties hereto relative to said contract or specifications, the determination or decision of the Architect/Engineer/County shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this Contract affected in any manner or to any extent by such question.
- 26.2 The Architect/Engineer/County shall decide the meaning and intent of any portion of the specifications and of any plans or drawings where the same may be found obscure or be in dispute. Any differences or conflicts in regard to their work which may arise between the Contractor under this Contract and other Contractors performing work for the County shall be adjusted and determined by the Architect/Engineer/County.

27. STATED ALLOWANCES

- 27.1 It is understood that Contractor has included in its proposal for the Contract sum all allowances including "Allowed Materials" The Contractor shall purchase the "Allowed Materials" as directed by the County on the basis of the lowest and best bid of at least three competitive bids. If the actual sum for purchasing the "Allowed Materials" is more or less than the "Cash Allowance," the Contract sum shall be adjusted accordingly. The adjustment in contract price shall be made on the basis of the purchase price without additional charges for overhead, profit, insurance or any other incidental expenses. The cost of installation of the "Allowed Materials" shall be included in the applicable sections of the Contract Specifications covering this work.

satisfactory bills, payrolls and vouchers covering all items of cost and when requested by the County, giving the County access to accounts relating thereto.

12. CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES

12.1 Immediately after execution and delivery of the Contract, and before the first partial payment is made, the Contractor shall deliver to the County an estimated construction progress schedule in a form satisfactory to the County, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the Contract Documents and the anticipated amount of each monthly payment that will become due to the Contractor in accordance with the progress schedule. The Contractor shall also furnish on forms to be supplied by the County (a) a detailed estimate giving a complete breakdown of the Contract sum and (b) periodic itemized estimates of work done for the purpose of making partial payments thereof. The costs employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the Contract price.

12.2 Schedule

The Contractor shall, within five (5) days after the effective date of Notice to Proceed, prepare and submit five (5) copies of a progress schedule covering project operations for the Contract period. This progress schedule shall be of the type generally referred to as a Critical Path Method (CPM), Critical Path Schedule (CPS), and Critical Path Analysis (CPA), and other similar designations. The CPM shall be used to control the timing and sequences of the project. All work shall be done in accordance with the CPM Planning and Scheduling. A written statement of explanation shall be submitted with the progress schedule. All costs incurred by the contractor to implement the CPM shall be borne by the Contractor.

13. ASSIGNMENTS

13.1 The Contractor shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of the County. In case the Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior claims of all persons, firms and corporations of services rendered or materials supplied for the performance of the work called for in this Contract.

14. MUTUAL RESPONSIBILITY OF CONTRACTORS

14.1 If, through acts of neglect on the part of the Contractor, any other Contractor or any subcontractor shall suffer loss or damage on the work, the Contractor agrees to settle with such other Contractor or subcontractor by agreement or arbitration if such other Contractor or subcontractors will so settle. If such other Contractor or subcontractor shall assert any claim against the County on account of any damage alleged to have been sustained, the

28. USE OF PREMISES AND REMOVAL OF DEBRIS**28.1** The Contractor expressly undertakes at its own expense:

- A. to take every precaution against injuries to persons or damage to property;
- B. to store its apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of its work or the work of any other subcontractors;
- C. to place upon the work or any part thereof only such loads as are consistent with the safety of the portion of the work;
- D. to clean up frequently all refuse, rubbish, scrap materials, and debris caused by its operations, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance;
- E. before final payment to remove all surplus material, false-work, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from its operations, and to put the site in a neat, orderly condition.
- F. to effect all cutting, fitting or patching of its work required to make the same to conform to the plans and specifications and, except with the consent of the Architect/Engineer/County, not to cut or otherwise alter the work of any other contractor.

29. QUANTITIES OF ESTIMATE

- 29.1** Wherever the estimated quantities of work to be done and materials to be furnished under this Contract are shown in any of the documents including the proposal, they are given for use in comparing bids and the right is especially reserved except as herein otherwise specifically limited, to increase or diminish them as may be deemed reasonably necessary or desirable by the County to complete the work contemplated by this Contract, and such increase or diminution shall in no way void this Contract, nor shall any such increase or diminution give cause for claims or liability for damages.

30. LANDS AND RIGHTS-OF-WAY

- 30.1** Prior to the start of construction, the County shall obtain all lands and rights-of-way necessary for the carrying out and completions of work to be performed under this Contract.

31. GENERAL GUARANTY

- 31.1** Neither the final certificate of payment nor any provision in the Contract Documents, nor partial or entire occupancy of the premises by the County, shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the date of final acceptance of the work unless a longer period is specified. The

County will give notice of observed defects with reasonable promptness.

12. PROTECTION OF LIVES AND HEALTH

12.1 The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of its prosecution of the work. The safety provisions of applicable laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken, such additional safety and health measures as the County may determine to be reasonably necessary.

13. INTEREST OF MEMBER

13.1 No member of Santa Fe Board of County Commissioners shall be admitted to any share or part of this Contract or to any benefit that may arise therefrom.

14. OTHER PROHIBITED INTERESTS

14.1 No official of the County who is authorized in such capacity and on behalf of the County to negotiate, make, accept or approve, or to take part in negotiating, making accepting or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of or for the County who is authorized in such capacity and on behalf of the County to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this Contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

15. USE AND OCCUPANCY PRIOR TO ACCEPTANCE BY COUNTY

- 15.1 The Contractor agrees to the use and or occupancy of a portion or unit of the project before formal acceptance by the County, provided the County:
- A. Secures written consent of the Contractor except in the event, in the opinion of the Architect/ Engineer, the Contractor is chargeable with unwarranted delay in final cleanup of punch list items or other contract requirements.
 - B. Secures endorsement from the insurance carrier and consent of the surety permitting occupancy of the building or use of the project during the remaining period of construction.
 - C. When the project consists of more than one building, and one of the buildings is occupied, secures permanent fire and extended coverage insurance, including a permit to complete construction. Consent of the surety must also be obtained.

ATTACHMENT A
BID SHEETS

SFC CLERK RECORDED 11/30/2016

SECTION 00 4000 - BID FORMS

BID SHEET

IFB# 2016-0067-PW/BT
CONSTRUCTION SERVICES FOR STANLEY CYCLONE CENTER ARENA

Please offer your best price for the work required for the construction of the Stanley Cyclone Center Arena. The lump sum base bid must include pricing for materials, equipment, labor, travel, incidentals and fees for any required permitting. Be advised that award may be made without discussion with bidders on offers received.

<u>Item</u>	<u>Description</u>
1.	Construction Services for Stanley Cyclone Center Arena

Lump Sum Base Bid: 16,222,000.00

Written in Words (Base Bid): Sixteen million two hundred twenty two thousand

<u>Additive Alternate</u>	<u>Description</u>
#1	5000 gallon cistern as detailed on sheet C-0 and C-0.1.

Lump Sum Additive Alternate #1: 7,750.00

Lump Sum Written in Words (Additive #1): Seven thousand seven hundred fifty

<u>Additive Alternate</u>	<u>Description</u>
#2	Portion of offsite road improvements to Kinsell Avenue. Portion east of existing east drive station 16+00 and west of station 16+00 is in this bid as shown on sheet C-2.

Lump Sum Additive Alternate #2: 1,250,000.00

Lump Sum Written in Words (Additive #2): One million two hundred fifty thousand

Additive Alternate

Description

13

Judging platform, including stairway, as shown on sheets A-1 and A-6, as well as infrared heater for judging platform including gas supply line, as shown on sheet M-1.1.

Lump Sum Additive Alternate #3: _____

Lump Sum Written in Words (Additive #3): _____

Additive Alternate

Description

14

Chain link fence at secured parking area as shown on sheet C-0, as well as gravel surfacing in secured parking area and on gravel drive in area outlined as bid alternate on sheet C-0.

Lump Sum Additive Alternate #4: _____

Lump Sum Written in Words (Additive #4): _____

Note: Lump sum base bid and alternates are exclusive of New Mexico Gross Receipts Tax

ATTACHMENT B
ADDENDA & MODIFICATIONS

SFC CLERK RECORDED 11/30/2016

Henry P. Roybal
Commissioner, District 1

Miguel M. Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3

Kathleen Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager



September 21, 2015

SANTA FE COUNTY
IFB#2016-0067-PW/BT
Construction Services for the Stanley Cyclone Center Arena

ADDENDUM #6

Dear Proponents,

This addendum is issued to reflect the following immediately. It shall be the responsibility of interested bidders to adhere to any changes or revisions to the IFB as identified in this Addendum No. 6. This documentation shall become permanent and made part of the departmental files.

ATTACHMENT: GEOTECHNICAL ENGINEERING SERVICES REPORT

Please add this Addendum #6 to the original bid documents and refer to bid documents, hereto as such. This and all subsequent addenda will become part of any resulting contract documents and have effects as if original issued. All other unaffected sections will have their original interpretation and remain in full force and effect. Responders are reminded that any questions or need for clarification must be addressed to Bill Taylor, Procurement Manager at wtaylor@santafecountnm.gov.

~~SECRET~~

**GEOTECHNICAL
ENGINEERING SERVICES
JOB NO. 1-50606
STANLEY CYCLONE CENTER PROJECT
NEW ARENA BUILDING
STANLEY, NEW MEXICO**

PREPARED FOR:

**SANTA FE COUNTY PUBLIC WORKS DEPARTMENT
Projects Division**

GEO-TEST

June 30, 2015
Job No. 1-50606

Santa Fe County
Public Works Dept. / Projects Division
Santa Fe, New Mexico 87504

ATTN: Mr. David Padilla

RE: Geotechnical Engineering Services Report
Stanley Cyclone Center Project
New Arena Building
Stanley, New Mexico

SFC CLERK RECORDED 11/30/2016

Dear Mr. Padilla:

Submitted herein is the Geotechnical Engineering Services Report for the above referenced project. The report contains the results of our field investigation, laboratory testing, and recommendations for foundation design, slab support, pavement design, as well as criteria for site grading.

It has been a pleasure to serve you on this project. If you should have any questions, please contact this office.

Respectfully submitted:

Reviewed by:

GEO-TEST, INC.

Patrick Whorton

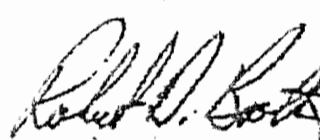


Robert D Booth, P.E.


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INTRODUCTION

This report presents the results of the geotechnical engineering services investigation performed for a proposed new arena to be located on the site of the Stanley Cyclone Center located in Stanley, New Mexico.

The objectives of this investigation were to:

- 1) Evaluate the nature and engineering properties of the subsurface soils underlying the site.
- 2) Provide recommendations for foundation design, slab support, pavement design, as well as criteria for site grading.

The investigation includes subsurface exploration, selected soil sampling, laboratory testing of the samples, performing an engineering analysis and preparation of this report.

PROPOSED CONSTRUCTION

It is understood that the project consists of a single story, pre-engineered, clear-span steel building approximately 52,500 square feet in plan area. Foundation loads on steel bent frames are estimated to be approximately 80 kips.

Should structural loads or other project details vary significantly from those outlined above, this firm should be notified for review and revision of recommendations contained herein.

FIELD EXPLORATION

Six exploratory borings were drilled on site. Four (4) to depths of 20 to 25 feet below existing site grades within the proposed building footprint and two (2) to depths of 5 feet within the parking area. The locations of the borings are shown on the attached Boring Location Map, Figure 1. During the test drilling, the soils encountered in the borings were continuously examined, visually classified, and logged. The boring logs are presented in a following section of this report. Drilling was accomplished with a truck mounted drill rig using 5.5-inch diameter continuous flight hollow stem auger. Subsurface materials were sampled at five foot intervals or less utilizing an open tube split barrel sampler and a brass ring-lined sampler driven by a standard penetration test hammer.

LABORATORY TESTING

Selected soil samples were tested in the laboratory to determine certain engineering properties of the soils. Moisture contents and dry densities were determined to evaluate the various soil deposits with depth. The results of these tests are presented on the boring logs.

Sieve analysis and Atterberg limits tests were performed on selected samples to aid in soil classification. In addition, a consolidation test was performed on a selected sample to evaluate the volume change characteristics of the soil upon moisture increases. Results of these tests are presented in the Summary of Laboratory Results and on the individual test reports presented in a following section of this report.

SITE CONDITIONS

A brief site reconnaissance was performed during our site exploration. The site is flat with poor drainage sloping slightly to the west and populated by native grasses. There is an existing parking lot northeast of the site which appeared to be a good condition.

SUBSURFACE SOIL CONDITIONS

As indicated by the exploratory borings, the soils underlying the site consist of sandy clay with low to medium plasticity which extended to the full depths explored. These soils are generally moderately firm to firm near the surface and become firm to hard with depth.

No free groundwater was encountered in the borings and soil moisture contents were low throughout the extent of the borings.

CONCLUSIONS AND RECOMMENDATIONS

As indicated by the standard penetration test data, the soils underlying the site are moderately to very firm and are considered suitable to provide reliable support of the proposed structure. Accordingly, the proposed structure can be supported on shallow spread-type footings and slabs on-grade bearing directly on the native soils or on properly compacted structural fill. Detailed recommendations concerning site preparation and foundation design are presented in the following sections of this report.

Post-construction moisture increases in the supporting soils could cause some differential foundation movements. Therefore, moisture protection is

considered an important design consideration and should be reflected in overall site grading and drainage details as recommended in the Moisture Protection section of this report.

FOUNDATIONS

Shallow spread-type footings bearing directly the native soils or on properly compacted structural fill are recommended for the support of the structure. An allowable bearing pressure of 2,500 pounds per square foot is recommended for footing design. This bearing pressure applies to full dead load plus realistic live loads, and can be safely increased by one-third for totals loads including wind and seismic forces.

Exterior footings should be established a minimum of 2.0 feet below lowest adjacent finished grade, while interior footings should be at least 12 inches below finished floor grade. The minimum recommended width of square and continuous footings is 2.0 and 1.33 feet, respectively.

Total settlements of foundations designed and constructed as recommended herein are estimated not to exceed $\frac{3}{4}$ inch for the soil moisture contents encountered during this investigation or moisture contents introduced during construction. Differential movements should be less than 75 percent of total movements. Significant post-construction moisture increases in the supporting soils could create additional movements, and thus, the moisture protection provisions as recommended in a following section of this report are considered important for the satisfactory performance of the structure.

LATERAL LOADS

Resistance to lateral forces will be provided by soil friction between the base of floor slabs and footings and the soil and by passive earth resistance against the sides of the footings and stem walls. A coefficient of friction of 0.40 should be used for computing the lateral resistance between bases of footings and slabs and the soil. With backfill placed as recommended in the site grading section of this report, a passive soil resistance equivalent to a fluid weighing 325 pounds per cubic foot should be used for analysis.

SLABS ON GRADE

Adequate support for lightly loaded slab-on-grade floors will be provided by the native soils when compacted as recommended in a following section of this report. Thus, the use of granular base for structural support of lightly loaded slabs is not considered necessary. However, should it be desired as

a working surface, a course of granular base can be placed beneath concrete floor slabs.

Where granular base is used beneath the slabs, it should have a plasticity index of no greater than 3 and meet the following grading requirements:

Sieve Size Square Openings	Percent Passing by Dry Weight
1 Inch	100
3/4 Inch	70-100
No. 4	25-85
No. 200	0-10

The granular base should be compacted to at least 95 percent of maximum dry density as determined in accordance with ASTM D1557.

The granular base will act as a capillary barrier, but will not totally eliminate the rise of moisture to the slabs. If floor coverings are proposed which are highly sensitive to moisture, it is recommended the slab be placed in accordance with the procedures recommended by the American Concrete Institute (ACI 302.1R-04).

PAVEMENTS

Based on the results of laboratory testing and in accordance with publications prepared by the Asphalt Institute, a minimum asphaltic pavement section of 3.0 inches of asphaltic concrete over 6 inches of aggregate base course over 8 inches of compacted subgrade is recommended for areas subject to light automobile traffic and parking areas. Where traffic lanes are subject to heavy automobile and truck traffic, the above section should be thickened by an additional one inch of asphalt pavement.

Areas subjected to truck traffic including delivery trucks (loading docks) and trash collection trucks (dumpster access) should be paved with a minimum of 8 inches of Portland cement concrete placed over 4 inches of compacted base course over 8 inches of compacted subgrade.

Increases in the subgrade moisture content can create weakening of the soils, thereby, shortening pavement life and causing localized failure. Therefore, all paved areas should be designed to drain completely and allow no ponding. Pavement materials should conform to materials as specified in the New Mexico Department of Transportation Standard Specifications for

Highway and Bridge Construction. All native subgrade soils should be compacted to a minimum of 95 percent of the maximum dry density determined by ASTM D-1557 density. All asphaltic pavements should be compacted to between 92 and 96 percent of the maximum Marshall Density.

SITE-GRADING

The following general guidelines should be included in the project construction specifications to provide a basis for quality control during site grading. It is recommended that all structural fill and backfill be placed and compacted under engineering observation and in accordance with the following:

- 1) After site clearing and stripping, and any required site excavations, the native soils should be densified prior to construction or placement of structural fill.
- 2) Densification of the native soils should consist of scarifying to a depth of 8 inches, moisture conditioning to the optimum moisture content or above, and compacting the area to a minimum of 95 percent of maximum dry density as determined in accordance with ASTM D-698.
- 3) The results of this investigation indicate that most of the native soils will be suitable for use as structural fill; however, some blending may be required to meet the requirements presented below. All structural fill and backfill should be free of vegetation and debris, and contain no rocks larger than 3 inches. Gradation of the backfill material, as determined in accordance with ASTM D-422, should be as follows:

Size	Percent Passing
3 inch	100
No. 4	60 - 100
No. 200	30 - 75

- 4) The plasticity index of the structural fill should be no greater than 16 when tested in accordance with ASTM D-4318.
- 5) Fill or backfill, consisting of soil approved by the geotechnical engineer, shall be placed in 8 inch loose lifts and compacted with approved compaction equipment. Loose lifts should be reduced to 4

inches if hand held compaction equipment is used. All compaction of fill or backfill shall be accomplished to a minimum of 95 percent of the maximum dry density as determined in accordance with ASTM D-698. The moisture content of the structural fill during compaction should be within 2 percent of the optimum moisture content.

- 6) Tests for degree of compaction should be determined by the ASTM D-1556 method or ASTM D-6938. Observation and field tests should be carried on during fill and backfill placement by the geotechnical engineer to assist the contractor in obtaining the required degree of compaction. If less than 95 percent is indicated, additional compaction effort should be made with adjustment of the moisture content as necessary until 95 percent compaction is obtained.

MOISTURE PROTECTION

Precautions should be taken during and after construction to minimize moisture increases of foundation soils. Positive drainage should be established away from the exterior walls of the structure. A typical adequate slope is 6 inches in the first 5 feet with positive drainage being provided from those points to streets or natural water courses. If necessary to provide positive drainage, the building area should be raised above adjacent grade with structural fill. Backfill should be well compacted and should meet the specifications outlined in the site grading section of this report. Irrigation within 10 feet of foundations should be carefully controlled. All utility trenches leading into the structure should be backfilled with compacted fill. Special care should be taken during installation of the subfloor sewers and water lines to reduce the possibility of post-construction soil moisture increases beneath the structure.

Proper landscaping and drainage maintenance is required to preclude accumulation of excessive moisture in the soils below the structure. Accumulations of excessive moisture could be harmful to some types of interior flooring, to HVAC ductwork beneath the slabs, and can weaken or cause other changes in the soils supporting the foundations. This can cause additional differential movement of foundations and can result in cosmetic or structural damage to the structure.

If any water line leaks or if irrigation system leaks are detected, they should be promptly repaired. In addition, if any depressions develop from the settlement of soils in utility trenches or other areas, they should be promptly backfilled to maintain the grade so that surface water drains rapidly away from the structure.

The foregoing recommendations should only be considered minimum requirements for overall site development. It is recommended that a civil drainage engineer be consulted more detailed grading and drainage recommendations.

FOUNDATION REVIEW AND INSPECTION

This report has been prepared to aid in the evaluation of this site and to assist in the design of this project. It is recommended that the geotechnical engineer be provided the opportunity to review the final design drawings and specifications in order to determine whether the recommendations in this report are applicable to the final design. Review of the final design drawings and specifications should be noted in writing by the geotechnical engineer.

In order to permit correlation between the conditions encountered during construction and to confirm recommendations presented herein, it is recommended that the geotechnical engineer be retained to perform continuous observations and testing during the earthwork portion of this project. Observation and testing should be performed during construction to confirm that suitable fill soils are placed upon competent materials and properly compacted and foundation elements penetrate the recommended soils.

CLOSURE

Our conclusions, recommendations and opinions presented herein are:

- 1) Based upon our evaluation and interpretation of the findings of the field and laboratory program.
- 2) Based upon an interpolation of soil conditions between and beyond the explorations.
- 3) Subject to confirmation of the conditions encountered during construction.
- 4) Based upon the assumption that sufficient observation will be provided during construction.
- 5) Prepared in accordance with generally accepted professional geotechnical engineering principles and practice.

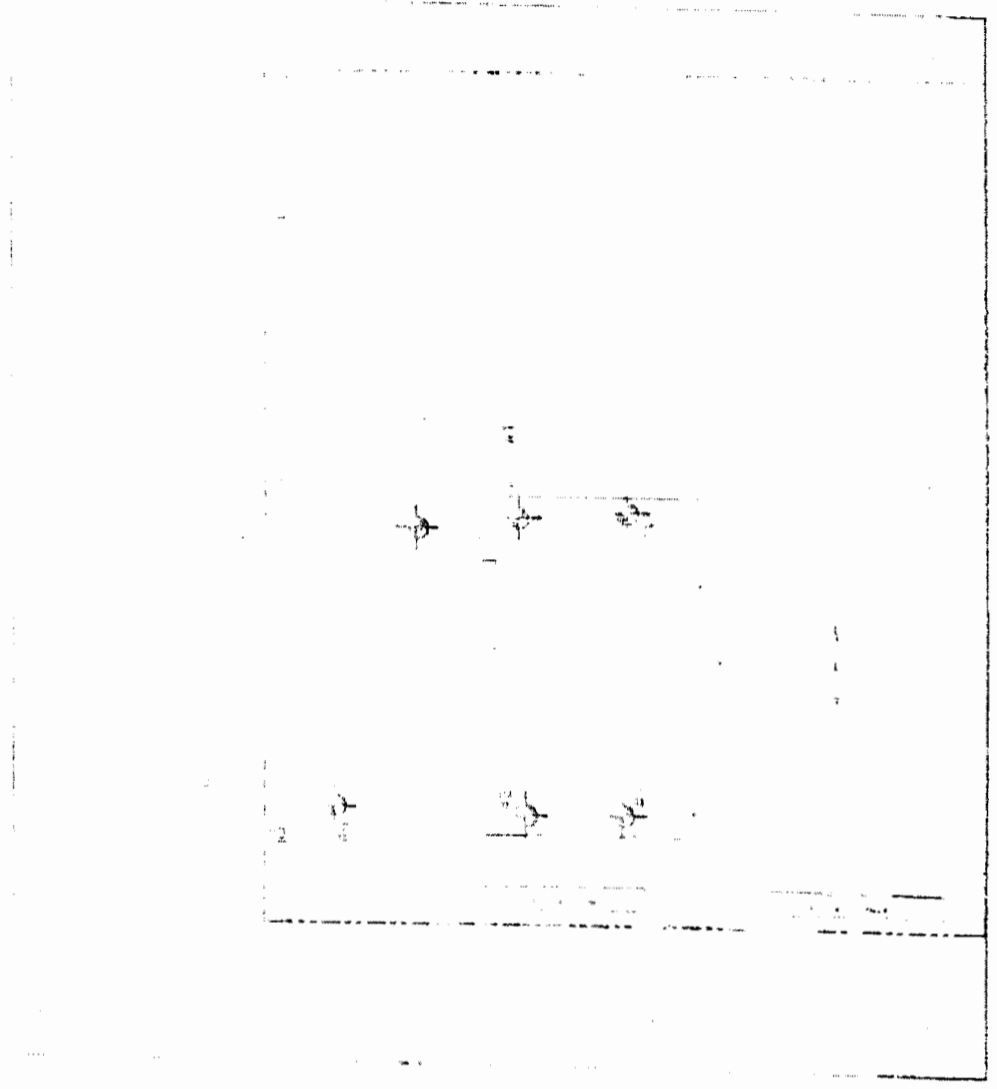
This report has been prepared for the sole use of the Projects Division of the Santa Fe County Public Works Department specifically to aid in the design of the proposed new Arena Building be constructed as part the Stanley Cyclone Center in Stanley, New Mexico, and not for use by any third parties.

We make no other warranty, either express or implied. Any person using this report for bidding or construction purposes should perform such independent investigation as he deems necessary to satisfy himself as to the surface and subsurface conditions to be encountered and the procedures to be used in the performance of work on this project. If conditions encountered during construction appear to be different than indicated by this report, this office should be notified.

All soil samples will be discarded 60 days after the date of this report unless we receive a specific request to retain the samples for a longer period of time.

GEO-TEST
GEOTECHNICAL ENGINEERING
AND MATERIAL TESTING
SANTA FE - ALBUQUERQUE LAS VEGAS

BORING LOCATION MAP



STANLEY CYCLONE CENTER ARENA
STANLEY, NEW MEXICO
J-B.F.O. 1 50000

Figure 1

LOG OF TEST BORINGS

GROUNDWATER DEPTH

NO: 1

During Drilling: None

After 24 Hours

DEPTH	LOG	SAMPLE INTERVAL	TYPE	SAMPLE			USC	SUBSURFACE PROFILE	
				IN ELEVATION	MOISTURE %	DRY DENSITY (pcf)		DESCRIPTION	Flow/ft
0				99.11					
10				111.14					
13				112.16					
13				116.23					
13				118.23					
16				122.23					
18				125.23					

SOFT SANDY CLAY low to medium plasticity, moderately overconsolidated, firm to hard, slightly moist, unshrunken

SOFT SANDY CLAY low to medium plasticity, moderately overconsolidated, firm to hard, slightly moist, unshrunken

DROPPED AUGER AT 21 FT
DROPPED SAMPLER AT 26

LEGEND

- SS - Soil Spoon
- CS - Continuous Samplers
- USC - Undisturbed Sieve
- MSL - Above Mean Sea Level
- CS - Continuous Sampler
- UD - Undisturbed
- ST - Shelby Tube

Indication lines represent approximate boundaries between soil types. Transitions may be gradual. Water level readings were made at times and under conditions stated. Fluctuations of groundwater may occur due to factors other than those noted at the time measurements were made.

GEO-TEST

Project: Stanley Cyclone Center Arena
 Date: 06-11-2015 Project No: 1-50606
 Elevation: Type: 5.5" OD HSA

LOG OF TEST BORINGS GROUNDWATER DEPTH

NO: 2

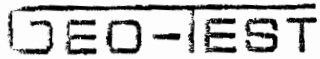
During Drilling: None After 24 Hours

DEPTH (ft)	LOG	SAMPLE INTERVAL	TYPE	AMPIE		COR. DENSITY (pcf)	REMARKS	SURFACE PROFILE						
				N BLOWS	REMARKS			DESCRIPTION						
								IN Blows/ft						
								20	40	60	80			
7-10			UD	17										
7-11			UD	13										
11-11.18			UD	2										
12-11.19			UD	13										
16-21-24			UD	15										
STOPPED AUGER AT 19.5' STOPPED SAMPLER AT 21'														

LEGEND

- UD - Undisturbed
- AS - Auger Collar
- UD SL - Undisturbed Sleeve
- MSL - Above Mean Sea Level
- CS - Continuous Sampler
- U - Undisturbed
- ST - Shelby Tube

This log was prepared from test borings. The log represents approximate boundaries between soil types. Transitions may be gradual. Water level readings have been made at times and under conditions stated. Fluctuations of groundwater may occur due to factors other than those listed at the time measurements were made.



Project Stanley Cyclone Center Arena
 Date: 06/11/2015 Project No. 1-50606
 Elevation Type 5.5" OD HSA

LOG OF TEST BORINGS

GROUNDWATER DEPTH

NO: 3

During Drilling None

After 24 Hours:

DEPTH (ft)	LOG	SAMPLE INTERVAL	TYPE	SAMPLE		Liquidity (ppt)	SU	SUBSURFACE PROFILE				
				N-BLOWCOUNT	FOOTCOUNTE			DESCRIPTION		ft		
								0	10	20	30	
		6-8-10		3								
		7-10-13		3								
		12-13-16		3								
		12-13-19		3								
		13-15-17		3								
		11-12-16		3								
		13-15-17		3								

STIFF CLAY, low to medium plasticity
 moderately cemented, firm to very firm.
 gray to black, tan/brown

DROPPED AUGER AT 24 FT
 DROPPED SAMPLER AT 26 FT

LEGEND

- TS - Test Spoon
- C - Auger Cuttings
- UD/SU - Undisturbed Sleeve
- MSL - Above Mean Sea Level
- CS - Continuous Sampler
- U - Undisturbed
- ST - Shelby Tube

Classification lines represent approximate boundaries between soil types. Transitions may be gradual. Water level readings are given in feet and under conditions stated. Fluctuations of groundwater may occur due to factors other than those present at the time measurements were made.

GEO-TEST

Project Stanley Cyclone Center Arena
 Date 09/11/2015 Project No: 1-50606
 Elevation Type 5.5" OD HSA

LOG OF TEST BORINGS

GROUNDWATER DEPTH

NO: 4

During Drilling: None

After 24 Hours

DEPTH (Ft)	LOG	SAMPLE INTERVAL	TYPE	SAMPLE	DISTANCE	DRY CORRECTION (ft)	LOG	DESCRIPTION	N				
									10	20	30	36	
				6-6	10				12				
				7-11-13	10								
			UD	1-10	9								
				11-15-18	11			SANDY CLAY - low to medium plasticity, cemented, moderately firm to very firm, slightly moist tan/brown					
				14-18-21	17								
				11-19-23	12								

STOPPED AUGER AT 19.5'
 STOPPED SAMPLER AT 21'

LEGEND

- SS - Soil Spoon
- MSL - Above Mean Sea Level
- CO - Auger Couplings
- CS - Continuous Sampler
- US - Undisturbed
- US - Undisturbed Sleeve
- UT - Shelby Tube

Horizontal lines represent approximate boundaries between soil types. Transitions may be gradual. Water level readings were taken at the times and under conditions stated. Fluctuations in groundwater may occur due to factors other than those listed. All time measurements were made.

LOG OF TEST BORINGS

GROUNDWATER DEPTH

NO: 5

Coring Drilling: None

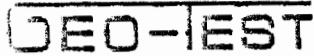
Water: 24 Hours

DEPTH (FEET)	SAMPLE INTERVALS	TYPE	SAMPLE		DESCRIPTION	GWS
			REMARKS (FT)	TEST/TUBE		
0						
10		VC			CLAYEY CLAY, moderately cemented, low to medium plasticity, non-slightly moist, brown	
15					STOPPED AT SLR AT 15'	

LEGEND

- 1 - 1/2" Split Spoon
- 2 - Auger Cuttings
- 3 - Undisturbed Sleeve
- 4 - Above Mean Sea Level
- 5 - Continuous Sampler
- 6 - Undisturbed
- 7 - Shelby Tube

Interpolation lines represent approximate boundaries between soil types. Transitions may be gradual. Water level readings are given at several times and under conditions stated. Fluctuations of groundwater may occur due to factors other than those listed at the time measurements were made.



Project Stanley Cyclone Center Arena
 Date 06/11/2015 Project No 1-50606
 Elevation Type: 5.5" OD HSA

LOG OF TEST BORINGS

GROUNDWATER DEPTH

NO: 6

During Drilling: None

After 24 Hours

DEPTH (ft)	LOG	SAMPLE INTERVAL	TYPE	IN BLOWCOUNT	MOISTURE (%)	DRY DENSITY (pcf)	USC	DESCRIPTION	PERMEABILITY PROFILE				
									10	40	60	80	
			AC				CL	SANDY CLAY, moderately cemented, low to medium plasticity, firm, lightly moist, light brown					
								STOPPED AUGER AT 4.5'					

SFC CLERK RECORDED 11/30/2016

LEGEND

- ③ - 2 1/2" Spoon
- ④ - Auger Cuttings
- ⑤ - Undisturbed Sleeve

- M.S.L. - Above Mean Sea Level
- C.S. - Continuous Sampler
- ⑩ - Undisturbed
- ⑪ - Shelby Tube

Coloration lines represent approximate boundaries between soil types. Transitions may be gradual. Water level readings were made at times and under conditions stated. Fluctuations of groundwater may occur due to factors other than those noted at the time measurements were made.

SUMMARY OF LABORATORY RESULTS

Sheet 1 of 2

TEST NO.	TEST DESCRIPTION	SIEVE ANALYSIS	PERCENT PASSING																
			20	25	30	35	40	45	50	55	60	65	70	75	80	85	90	95	100
1	03	CL	01																
1	08	CL	69	20	12	07	77	97	99	99	99	100							
1	48	CL	68	30	19	73	89	88	96	99	100								
1	95	CL	102	29	16	87	91	95	99	99	99	100							
1	140	CL	97	30	19	59	68	77	85	85	88	92	92	92	92	92	92	92	100
1	185		93																
1	245		75																
2	25	CL ML	80	21	7	6	64	95	99	100									
2	45	CL	77	27	13	71	81	92	99	100									
2	85		63	29	15	58	67	82	90	94	94	97	97	97	97	97	97	97	100
2	140		58																
2	185		81																
3	03		52																
3	20	CL	71	29	13	73	68	94	99	99	99	99	100						
3	45		68																
3	85	CL	53	27	14	57	61	82	93	93	93	97	97	97	97	97	97	97	100
3	140		41																
3	185	CL	102	37	21	64	92	98	99	100									
3	245		71																

DEO-TEST

LL - LIQUID LIMIT
 PI - PLASTICITY INDEX
 I.P. - ILLINOIS PLASTICITY VALUE

Project: Stanley O'Connell
 Location: Stanley, New Mexico
 Number: 1-31600

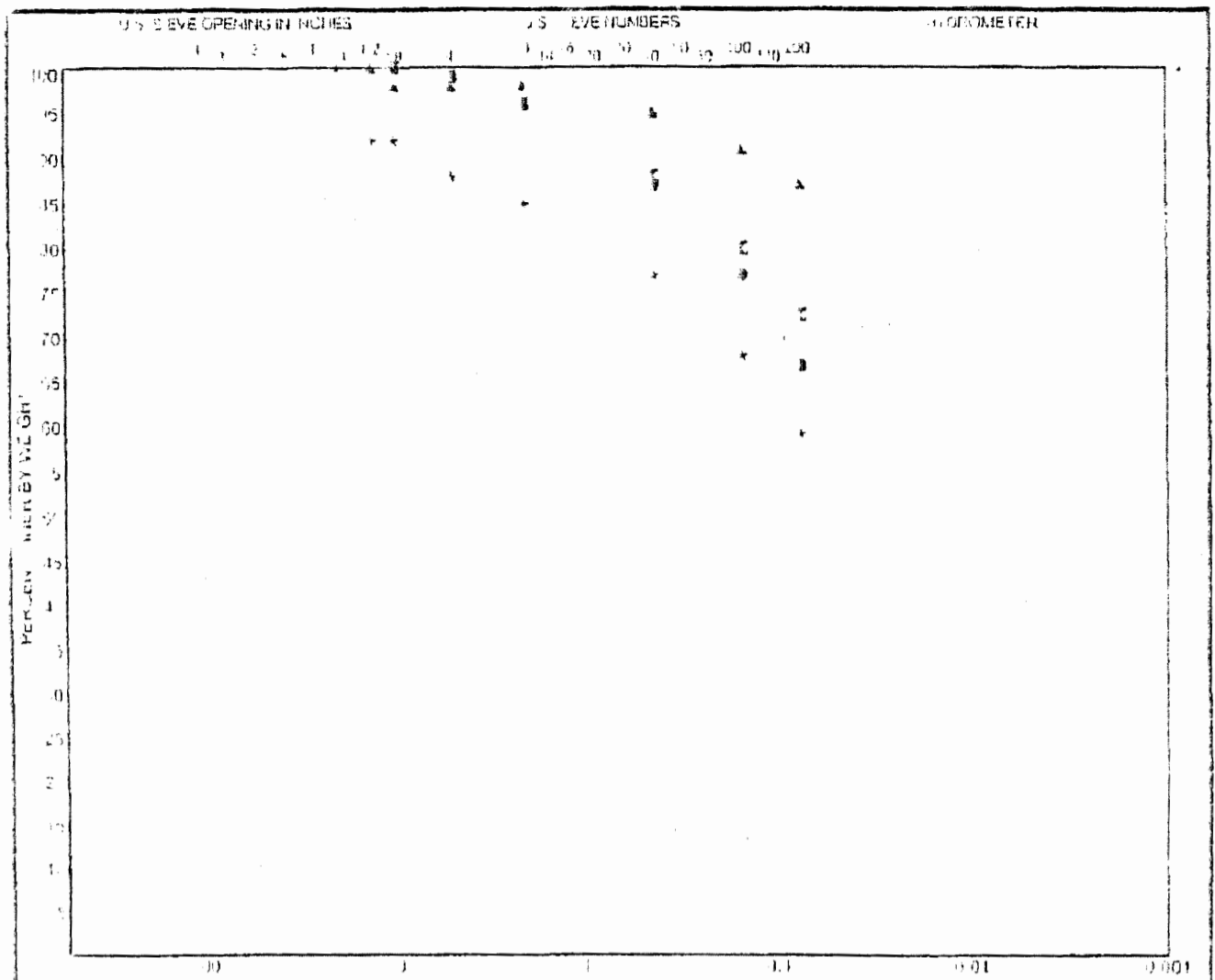
Project: Stanley Cyclone Center Arena
 Location: Stanley New Mex. 0

LL - LIQUID LIMIT
 PI - PLASTICITY INDEX
 NP - NON PLASTIC or NO VALUE

GEO-TEST

SUMMARY OF LABORATORY RESULTS

TEST HOLE	DEPTH FEET	SOIL CLASS	MOIST	W	200	100	40	SIEVE ANALYSIS PERCENT PASSING							
								4	10	20	40	60	100		
3	0.5		9.5					100	100	100	100	100	100	100	100
3	2.5		10.0					100	100	100	100	100	100	100	100
4	4.5	CL	9.0	17	74	67	94	96	100						
4	9.5	CL	12.6	13	80	89	97	100							
4	14.5	CL	11.7	16	85	89	95	99	100						
4	19.5		10.1												
5	0-4.5	CL	6.5	10	72	81	88	94	97	99	100				
5	0-4.5	CL	8.7	14	74	81	88	95	95	96	97	100			



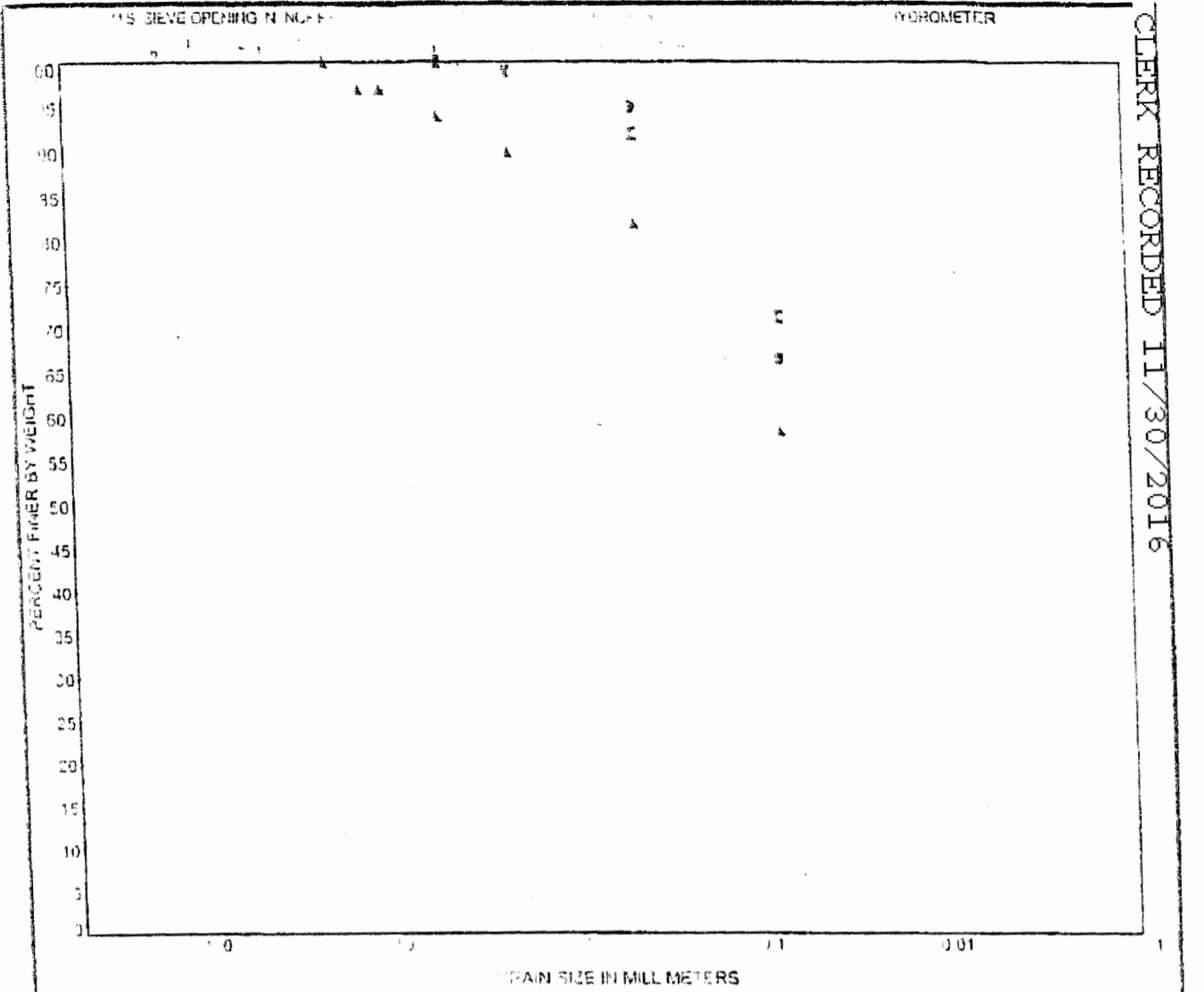
Specimen Identification	GRAVEL			SAND			SILT OR CLAY				
	coarse	fine	total	coarse	medium	fine	LL	PL	PI	Cc	Cu
● 1	2.5						23	16	12		
● 2	1.5						30	14	16		
▲ 1	1.5						19	13	16		
* 1	11.5						13	14	19		

Specimen Identification	D100	D60	D30	D10	%Gravel	%Sand	%Silt	%Clay
● 1	2.5	9.5			1.0	12.2		16.8
● 2	1.5	3.5			1.0	16.5		22.5
▲ 1	1.5	12.5			2.0	10.9		17.1
* 1	11.5	19	9.08		12.0	13.8		19.2

GRAIN SIZE DISTRIBUTION

DEO-TEST

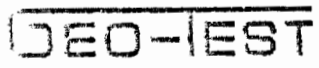
Project: Stanley Cyclone Center Arena
 Location: Stanley, New Mexico
 Number: 1-50606



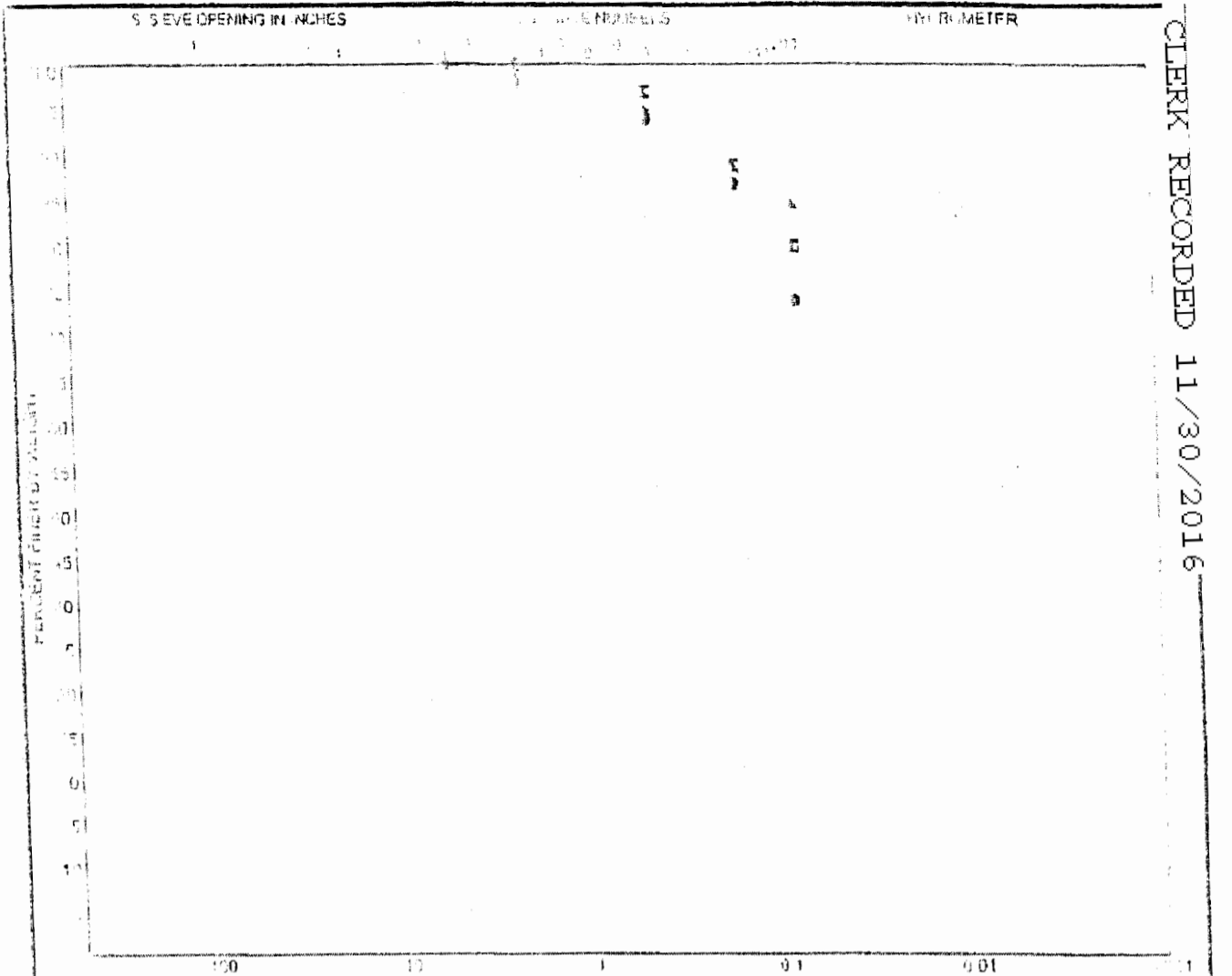
Specimen Identification	GRAVEL		SAND		SILT OR CLAY				
	4.75	75	0.075	0.075	LL	PL	PI	Cc	Cu
2	2.5				21	14	7		
2	4.5				27	14	13		
2	9.5				35	10	15		

Specimen Identification	D100	D60	D30	D10	%Gravel	%Sand	%Silt	%Clay
2	2.5	4.75			1.0	33.4		66.6
2	1.5	4.75			0.0	28.7		71.3
2	9.5	19	0.086		0.0	35.7		58.3

GRAIN SIZE DISTRIBUTION



Project: Stanley Cyclone Center Arena
 Location: Stanley, New Mexico
 Number: 50606



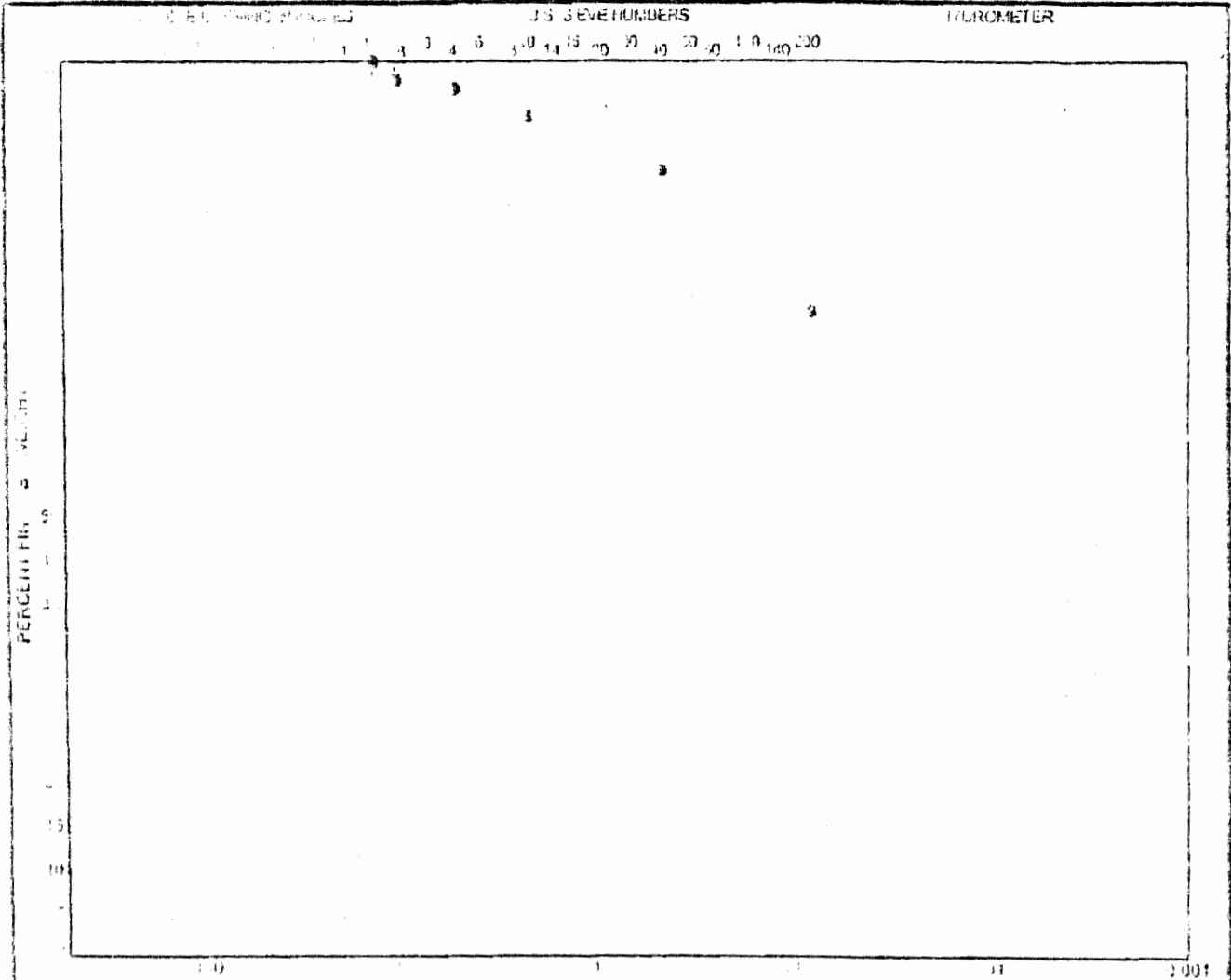
Specimen Identification	GRAVEL		SAND		SILT OR CLAY				
	coarse	fine	coarse	medium	LL	PL	PI	Cc	Cu
4	1.5				32	15	17		
4	3.5				32	14	18		
4	14.5				33	15	18		

Specimen Identification	D100	D60	D30	D10	%Gravel	%Sand	%Silt	Clay
4	1.5	4.75			0.0	25.0		74.0
4	3.5	2			0.0	20.0		80.0
4	14.5	4.75			0.0	13.2		86.8

GRAIN SIZE DISTRIBUTION

GEO-TEST

Project Stanley Cyclone Center Arena
 Location Stanley, New Mexico
 Number 1 50606



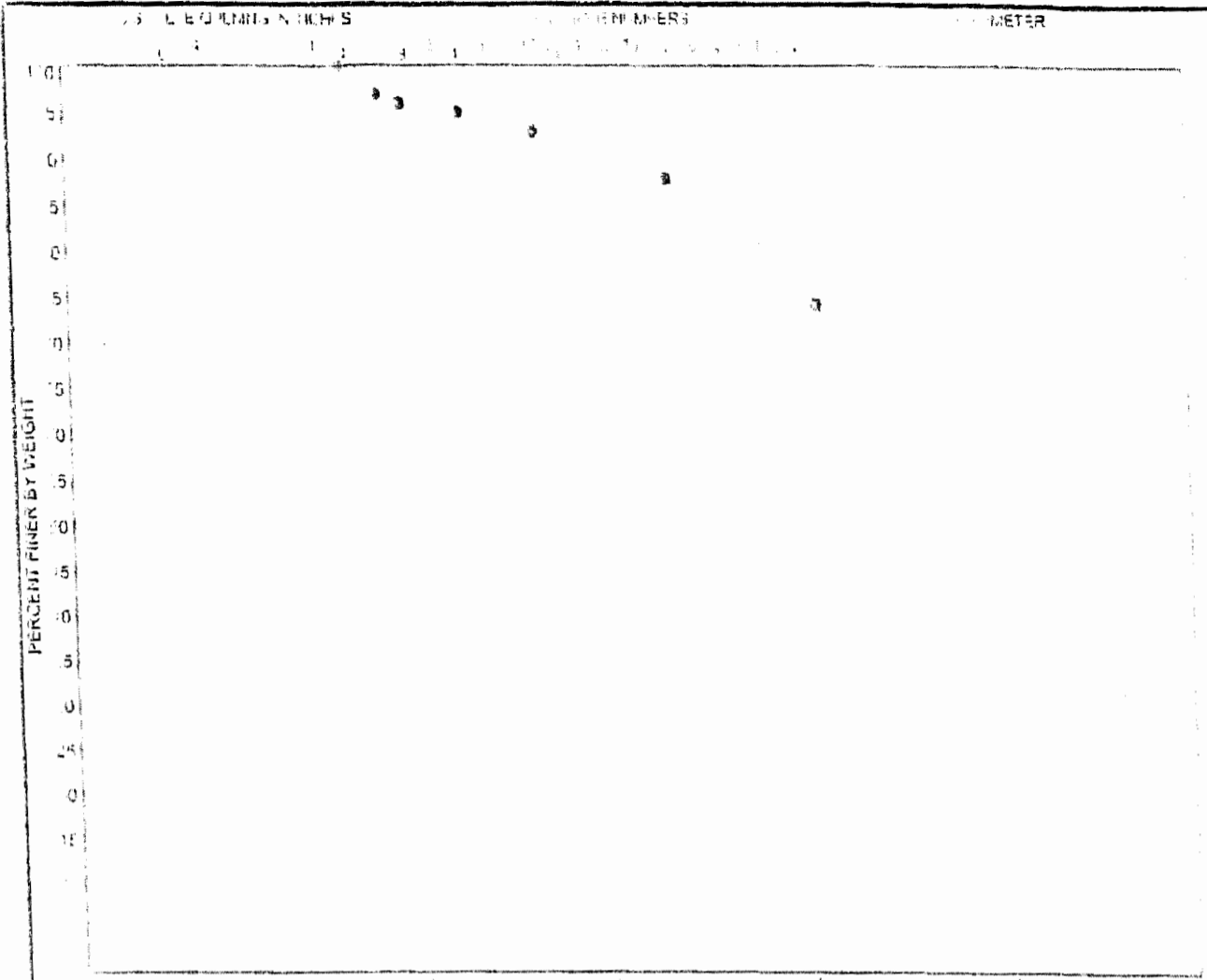
Specimen Identification	GRAVEL		SAND		SILT OR CLAY				
	4.75	75	60	20	L	PL	PI	Cc	Cu
5	0	0	100	0	0	15	13		

Specimen Identification	0.075	0.15	0.3	0.6	1.0	Gravel	Sand	%Silt	%Clay
5	100	100	100	100	100	0	100	0	0

GRAIN SIZE DISTRIBUTION

DEO-TEST

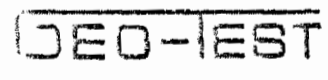
Project: Stanley Cyclone Center Arena
 Location: Stanley, New Mexico
 Number: 151606



Specimen Identification	RAIN SIZE IN MILLIMETERS					LL	PL	PI	Cc	Cu
	COBBLES	GRAVEL	SAND	SILT OR CLAY						
6	0-4.75	LEAN CLAY with SAND (CL)			30	16	14			

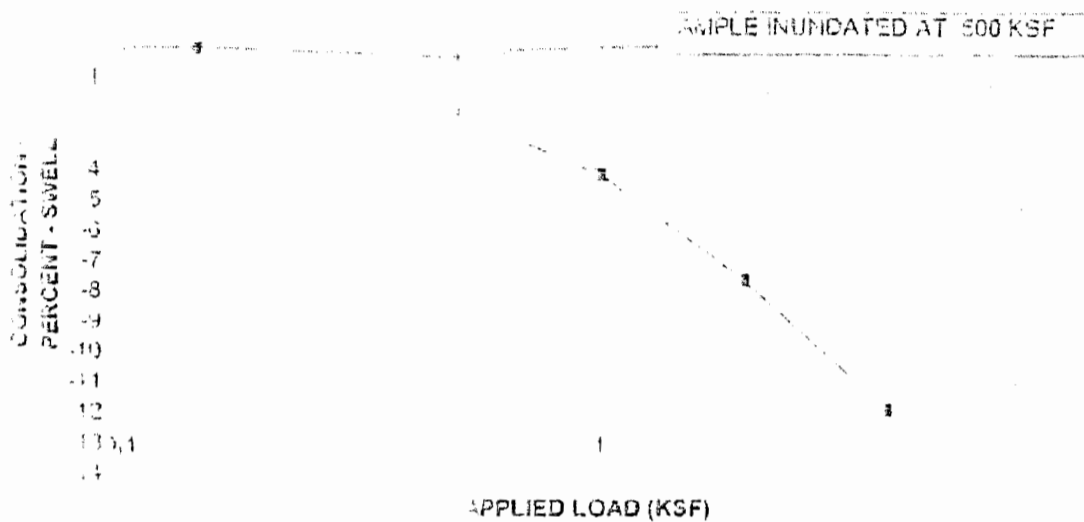
Specimen Identification	D10	D30	D50	D60	%Gravel	%Sand	%Silt	%Clay
6	0-4.75	19			5.0	20.7	71.3	

GRAIN SIZE DISTRIBUTION



Project: Stanley Cyclone Center Arena
 Location: Dan ev, New Mexico
 Number: 110606

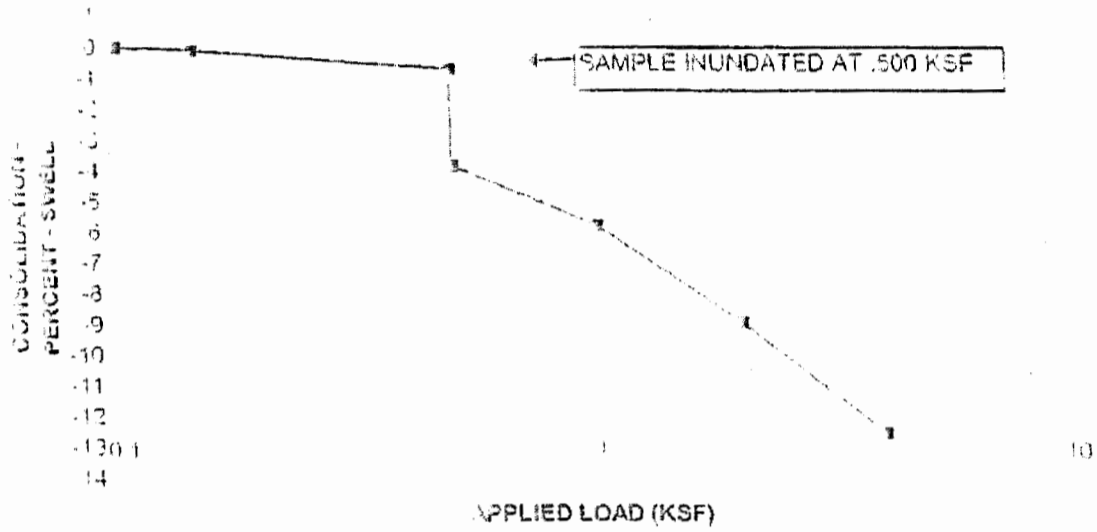
CONSOLIDATION TEST RESULT
STANLEY CYCLONE CENTER PROJECT
JOB NO. 1-50606



INITIAL MOISTURE CONTENT = 57 %
INITIAL DRY DENSITY = 98.1 PCF

Coreing #2 @ 2.5'

CONSOLIDATION TEST RESULT
STANLEY CYCLONE CENTER PROJECT
JOB NO. 1-50606



INITIAL MOISTURE CONTENT = 30.7%
INITIAL DRY DENSITY = 92.0 PCF

Boring #4 @ 2.5'

Henry P. Royhal
Commissioner, District 1

Kathleen Holian
Commissioner, District 4

Miguel M. Chavez
Commissioner, District 2

Liz Stefanics
Commissioner, District 5

Robert A. Anaya
Commissioner, District 3

Katherine Miller
County Manager



September 15, 2015

SANTA FE COUNTY
IFB#2016-0067-PW/BT
CONSTRUCTION SERVICES FOR THE
STANLEY CYCLONE CENTER ARENA

ADDENDUM #5

Dear Proponents,

This addendum is issued to reflect the following immediately. It shall be the responsibility of interested bidders to adhere to any changes or revisions to the IFB as identified in this Addendum No. 5. This documentation shall become permanent and made part of the departmental files.

Listed below are clarifications of the IFB and questions received via email concerning the above referenced IFB.

Clarification# 1 - Santa Fe County does not approve any product substitutions prior to bid opening per Section 12. Substitutions of the Invitation for Bid.

Question# 1- Please clarify requested R-value (11" - R35). R-37 is not achievable using combinations of standard PEMB insulation thickness.

Answer# 1- 11" R-37 is indeed available from some manufacturers including the one referenced in the spec. However, 11" R-35 is acceptable.

Question# 2- Please clarify requested R-value (6" - R-19). R-20 is not achievable using conventional PEMB insulation thickness.

Answer# 2- 6" R-20 is indeed available from some manufacturers including the one referenced in the spec. However, 6" R-19 is acceptable.

- Question# 3- Insulation facing- Can you please clarify why there are two different types of vapor retarders being specified for the roof and walls?
- Answer# 3- *Either is acceptable.*
- Question# 4- Insulation Support System- Is the description meant to imply the use of Sky-Web insulation support? If so, the by design, Sky-Web cannot be used on thickness greater than 8".
- Answer# 4- *Any support system that adequately supports the insulation in close contact with the substrate without over-compressing it is acceptable.*
- Question# 5- Plan Sheet C2: At the west end of Pond #3 there are 2 call outs for the same pipe, one indicating 8" PVC and the other indicating 6" PVC. Please clarify, and is the "pond riser" detail on sheet C3 this pipe?
- Answer# 5- *It is 8", and yes that is the correct detail.*
- Question# 6- Plan Sheet C1: Please provide specs details for the pump connections for the suction and service lines from the cistern tank and to the yard hydrant.
- Answer# 6- *See detail 2 C3 Suction line is 1" PVC, service line to yard hydrant is 1" PVC, line to irrigation is 1" PVC, overflow to pond is 2" PVC and vent is 3" PVC.*
- Question# 7- Plan Sheet FP-0.2: Calls out the FDC to have "Santa Fe Thread" will this be required on the Fire Hydrant as well?
- Answer# 7- *The Fire Department Connection (FDC) shall be threaded per Santa Fe County Fire Department or the Authority Having Jurisdiction requirements. The fire hydrants shall be threaded similarly.*
- Question# 8- Do you have an Architects estimated budget? I need a value to provide to our bonding company.
- Answer# 8- *Santa Fe County is not releasing that information at this time. Bid bonds are 5% of your submitted bid.*
- Question# 9- Would you be willing to get an official clarification of the ironworker subsistence pay from Workforce Solutions. The wage poster states "All of Santa Fe County shall be \$5.00/hr "subsistence area".

- Answer# 9- *Contractors are to comply with the wage poster that states \$3.00/hr subsistence pay for Santa Fe County.*
- Question# 10- *Army Corps of Engineers are referenced in the steel spec, many metal building suppliers are apprehensive about providing a price. Can you please clarify the Army Corps involvement in this project and a reference to locate the desired specifications?*
- Answer# 10- *This reference is hereby eliminated.*
- Question# 11- *In the drawings it references Butler building or equal. Will you accept other metal building manufacturers besides Butler?*
- Answer# 11- *Other building manufacturers besides Butler will be accepted, if they are equivalent in quality and specifications.*
- Question# 12- *Per Specification 083323-5 2 8 H.1 - Door Finish calls for Fluoropolymer Coated Steel. This is not available for coiling service doors.*
- Answer# 12- *We find several manufacturers offering Kynar coated doors, however we will accept as a substitute, powder coated steel with minimum coating thickness of 4 mils.*
- Question# 13- *Will domestic material be required for this project?*
- Answer# 13- *Domestic materials will be preferred, but not required.*
- Question# 14- *Plan sheet L1: calls out 24" x 24" yard drains per detail 1/C1. The detail shows the grate size to be 12" x 12". Please clarify and provide specs for the drain basins and grates (mfg).*
- Answer# 14- *They are 24" x 24", equal to NDS Model 2400 HDPE tapered drop inlet with Polyolefin grate, with UV inhibitors, 60 psi load capacity.*
- Question# 15- *Detail 3 C1: please provide specs for the proposed Xerxes tank and "Freeze Proof Faucet".*
- Answer# 15- *Xerxes underground fiberglass non potable water storage tank as manufactured by Xerxes Corporation, or equal.
Frost proof hydrant Woodford R34 with faucet lock, or equal.*

- Question# 16- Detail 3 C1: What size is the proposed vent/overflow inverted J pipe?
- Answer# 16- *Please see Question 6 above.*
- Question# 17- Plan sheet SU-1.01: Please provide specs for the proposed septic tank. MFG, dimensions, and material type.
- Answer# 17- *The proposed septic tank shall be an "Infiltrator" model #IM-1530 or equipment of equal performance. See the attached specification sheet for more information.*
- Question# 18- Plan sheet SU-1.01: Will 1 1/4" PVC Sch. 80 be acceptable material to construct the proposed domestic waterline?
- Answer# 18- *Schedule 80 PVC is permissible for the 1 1/4" water supply below grade to the building. Once in the building water piping shall be as noted on sheet SU-0.1 "PLUMBING GENERAL NOTES:" note 5.*
- Question# 19- Please clarify major manufacturers of toilet accessories- I'm not finding an equal to on the paper towel waste receptacle.
- Answer# 19- *Sobrick B3944, Bradley 2027, American Specialties 0469*
- Question# 20- The 600 e-fold and 800 multi-fold with small waste come in a combination unit. Do you have a model number and/or manufacturer?
- Answer# 20- *See answer to question #19.*
- Question# 21- Plan sheet L1: Will the 6" PVC Storm Drain Line be SDR35, Sch-40, Solvent Cement, or gasket? Will HDPE N-12 be acceptable?
- Answer# 21- *Schedule 40 solvent welded.*

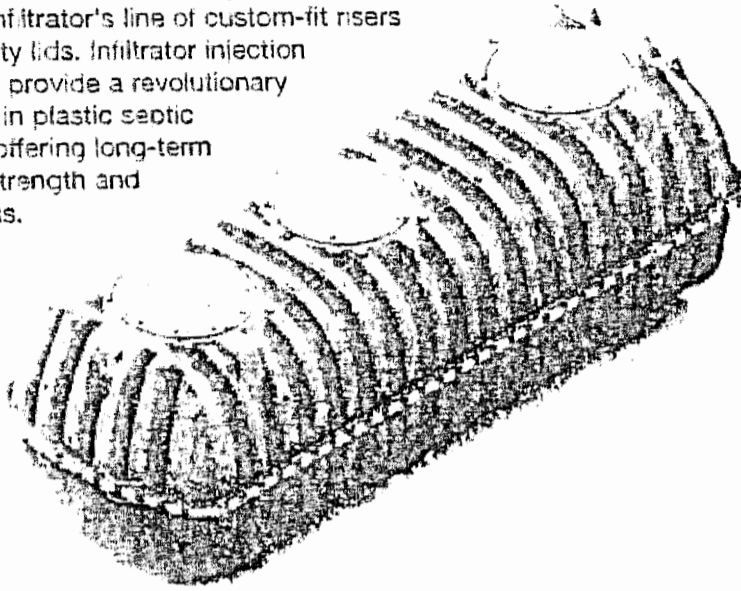
Please add this Addendum #5 to the original bid documents and refer to bid documents, hereto as such. This and all subsequent addenda will become part of any resulting contract documents and have effect as if original issued. All other unaffected sections will have their original interpretation and remain in full force and effect.

Responders are reminded that any questions or need for clarification must be addressed to Bill Taylor, Procurement Manager at wtaylor@santafecountyem.gov.

IM-1530

Tanks

The Infiltrator IM-1530 is a lightweight strong and durable septic tank. This watertight tank design is offered with Infiltrator's line of custom-fit risers and heavy-duty lids. Infiltrator injection molded tanks provide a revolutionary improvement in plastic septic tank design, offering long-term exceptional strength and watertightness.



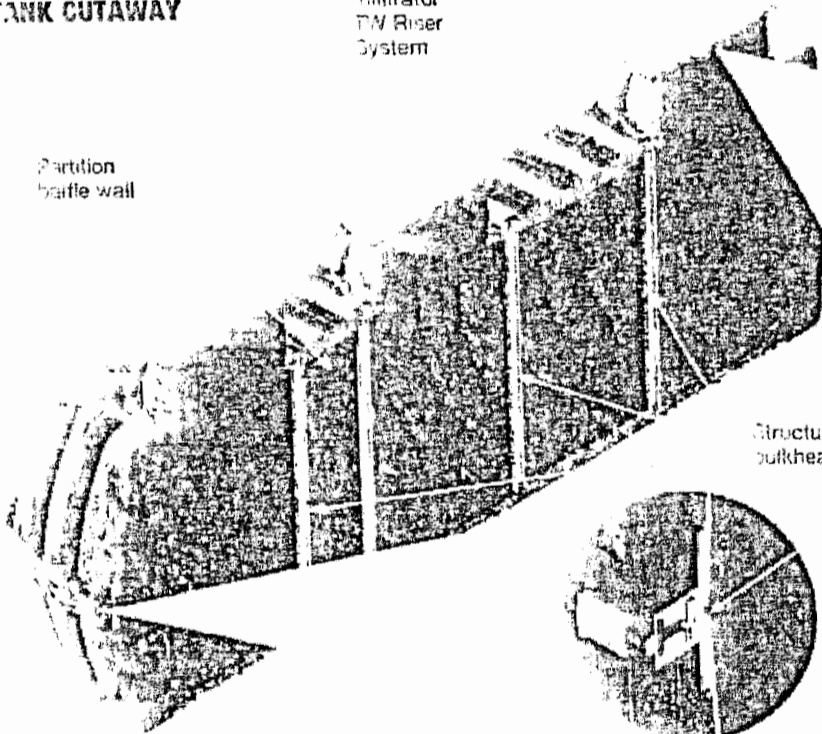
Features & Benefits

- Strong injection molded polypropylene construction
- Lightweight plastic construction and inboard lifting lugs allow for easy delivery and handling
- Integral heavy-duty green lids that interconnect with TW™ risers and pipe riser solutions
- Structurally reinforced access ports eliminate distortion during installation and pump-outs
- Reinforced structural ribbing and fiberglass bulkheads offer additional strength
- Can be installed with 6" to 48" of cover
- Can be pumped dry during pump-outs
- Suitable for use as a septic tank, pump tank, or rainwater (non-potable) tank
- No special installation, backfill or water filling procedures are required

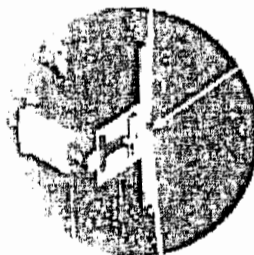
TANK CUTAWAY

Infiltrator TW Riser System

Partition baffle wall



Structural bulkheads

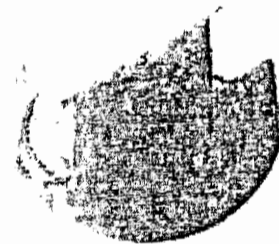


MID-SEAM CUTAWAY

Reinforced water-tight mid-seam gasketed connection

HEAVY DUTY LID CUTAWAY

Reinforced 24" structural access port



INFILTRATOR

Henry P. Roybal
Commissioner, District 1

Kathleen Holian
Commissioner, District 4

Miguel M. Chavez
Commissioner, District 2

Liz Stefanics
Commissioner, District 5

Robert A. Anaya
Commissioner, District 3

Katherine Miller
County Manager

September 14, 2015

SANTA FE COUNTY
IFB#2016-0067-PW/BT
CONSTRUCTION SERVICES FOR THE
STANLEY CYCLONE CENTER ARENA

ADDENDUM #4

Dear Proponents,

This addendum is issued to reflect the following immediately. It shall be the responsibility of interested bidders to adhere to any changes or revisions to the IFB as identified in this Addendum No. 4. This documentation shall become permanent and made part of the departmental files.

Listed below are clarifications of the IFB and questions received via email concerning the above referenced IFB.

Question# 1- Please provide specification for missing chain link fence spec# 323113.

Answer# 1- Chain link fencing is specified on detail 4, sheet C-1.

Question# 2- Is any rigid perimeter insulation required at below grade foundations?

Answer# 2- 2" R-10 EPS is required at Storage, Office Concessions and Restrooms only, not surrounding the arena.

Question# 3- Is a dumpster enclosure required? No details shown on plans.

Answer# 3- No trash enclosure is required.

Question# 4- Section 083323 includes fire rated counter door with "S" label, the door schedule doesn't give them any rating (doors #17 & 23). Are they rated?

Answer# 4- They are 20 minute rated per code.

- Question# 5- Door #05 is noted as having a 20 min rating. Is this door rated?
- Answer# 5- *It is 20 minute rated per code.*
- Question# 6- In addendum #3, the answer to question #5 says "See answer to Question #5."
- Answer# 6- *It should read "See answer to Question #4."*
- Question# 7- Can you please confirm the toilet is Overhead rail braced per 2.2B of the specifications and not any other option listed in 2.4 of the specifications?
- Answer# 7- *Yes, they are overhead braced as called for on the drawings and as specified.*
- Question# 8- Is there a specific mfg and color for the plastic laminate?
- Answer# 8- *No. Acceptable manufacturers include Wilsonart, Nevamar, Formica or equal. Color will be a single solid color.*
- Question# 9- Please specify the type of brackets in section 2.2F two types are listed.
- Answer# 9- *They are stirrup type, not full height.*
- Question# 10- Will the curb and gutter be required at the parking area and drives? Please provide details and locations.
- Answer# 10- *No.*
- Question# 11- Please define the extents of the gravel overflow parking and drive for Additive Alternate No.4. Specifically, delineate which portion of the drive at the east and west side of the new building is in the alternate and which is in the base bid.
- Answer# 11- *Please refer to sheets C0 and C2. Both have a dotted line labeled "Bid Alternate" that shows which portion of the drive is in the alternate.*
- Question# 12- Is the gravel base course parking area in the base bid to be striped?

- Answer# 12- *No. Spaces are delineated with the use of parking bumpers.*
- Question# 13- *Is the gravel in the base course parking area in the alternate to be striped?*
- Answer# 13- *No. In both cases, the dotted lines between spaces are simply so that the permitting authorities can easily identify and count the spaces.*
- Question# 14- *It appears from google maps the eastern entrance drive was paved in a previous project. The existing asphalt paving is not shown on the drawings for this project. How are we to handle this existing pavement?*
- Answer# 14- *It will remain paved. It will not require regrading or gravel surfacing.*
- Question# 15- *Do the metal building, exposed main frames get painted?*
- Answer# 15- *As covered in Addendum #3, factory cover steel with 1 coat of gray water-reducible alkyd primer paint formulated to equal or exceed performance requirements SSPC-Paint 15 with a minimum coating thickness of 1.0 mil.*
- Question# 16- *Do the metal building, exposed girts and purlins get painted?*
- Answer# 16 *As covered in Addendum #3, factory cover steel with 1 coat of gray water-reducible alkyd primer paint formulated to equal or exceed performance requirements SSPC-Paint 15 with a minimum coating thickness of 1.0 mil.*
- Question# 17- *Are the metal building girts, flush mount or by pass mounted? By Pass are generally cheaper.*
- Answer# 17- *They may be either.*
- Question# 18- *Is gravel below floor slab 4" per sh S-101, or 5" per sh A5?*
- Answer# 18- *It is 4" per sheet S-101.*
- Question# 19- *Does the dirt area of the arena require any special preparation or special dirt fill to be brought in?*
- Answer# 19- *No.*

Question# 20- Is Dirt grade in arena to be flush with the concrete floor slab as shown on structural and architectural drawings?

Answer# 20- Yes.

Question# 21- Is Sept 14 or 15 last day for questions?

Answer# 21- *Last day for questions is September 10, 2015.*

Question# 22- The drawings do not show the rodeo panels posts (3' +/-) to be set in concrete. The specifications only say to anchor securely. Do you want the posts anchored in dirt or concrete? If it requires concrete, please provide details.

Answer# 22- *No, they are anchored in dirt.*

Question# 23- The header row of the hardware schedule on page 08710-13 is missing.

Answer# 23- *This was addressed in Addendum #3, and a revised schedule with the missing row was provided.*

Please add this Addendum #4 to the original bid documents and refer to bid documents, hereto as such. This and all subsequent addenda will become part of any resulting contract documents and have effects as if original issued. All other unaffected sections will have their original interpretation and remain in full force and effect.

Responders are reminded that any questions or need for clarification must be addressed to Bill Taylor, Procurement Manager at wtaylor@santafecountynm.gov.

Henry P. Roybal
Commissioner, District 1

Kathleen Holian
Commissioner, District 4

Miguel M. Chavez
Commissioner, District 2

Liz Stefanics
Commissioner, District 5

Robert A. Anaya
Commissioner, District 3

Katherine Miller
County Manager

September 4, 2015



SANTA FE COUNTY
IFB#2016-0067-PW/BT
CONSTRUCTION SERVICES FOR THE
STANLEY CYCLONE CENTER ARENA

ADDENDUM #3

Dear Proponents,

This addendum is issued to reflect the following immediately. It shall be the responsibility of interested bidders to adhere to any changes or revisions to the IFB as identified in this Addendum No. 3. This documentation shall become permanent and made part of the departmental files.

-
- ATTACHMENT A: PRE-BID ATTENDANCE SHEET
 - ATTACHMENT B: SECTION 08710-1
DOOR HARDWARE
 - ATTACHMENT C: SECTION 09220
PORTLAND CEMENT PLASTER
 - ATTACHMENT D: SECTION 126100
BLEACHERS
 - ATTACHMENT E: SHEET SK-FP01
FIRE PROTECTION WATER PUMP EQUIPMENT AND
PIT DETAIL
 - ATTACHMENT F: SHEET SK-FP02
WATER STORAGE TANK WITH COMBINATION FIRE
PROTECTION WATER AND DOMESTIC WATER DETAIL

Listed below are clarifications of the IFB and questions received via email concerning the above referenced IFB.

- Question# 1- Sheet FP-0.1 gives information about the new water storage tank. Can you please provide information regarding required foundations or compaction requirements.
- Answer# 1- *Compaction requirements and allowable soil bearing pressures are as specified in the Soils Report. Copies of the Soils Report are available at Academy Reprographics, along with the Bid Documents. Foundation design shall be provided by the tank supplier, must adequately support the tank proposed, and is dependent on proposed tank design and size.*
- Question# 2- Sheet FP-0.1 show dimensions for the new below grade pump equipment pit. Keynote #2 indicates that the pit is to be by others. Can you please provide Civil, Architectural and Structural design for this pit?
- Answer# 2- *Please see attached Fire Pump Pit Sketch - SK FP-0.1*
- Question# 3- Sheet C0 indicates a new 8" water line servicing the proposed events center. Sheet C2 indicates the 8" water line is "by others". FP-1.0 shows a new 4" fire service line to the building from the new fire pump/tank and a new 8" line to a fire hydrant out to Kinsett Avenue. Sheet SU1.0 only shows a new 1 1/4" domestic line. Can you please clarify if the fire service line to the new events center will be a 8" line per C0 or a 4" line per FP-1.0?
- Answer# 3- *The required water lines include the 8" and 4" lines as shown on FP-1.0 and the 1 1/4" line shown on SU-1. The notes on C0 and C2 are referring to these lines; please rely on FP-1.0 and SU-1 for exact configuration.*
- Question# 4- Sheet S-0001 under the Structural Earthwork Note #1: "the contractor shall employ a qualified independent geotechnical engineering testing agency...." Spec Section 3100000 indicates that the "Owner will engage a qualified independent geotechnical engineering testing agency..." Please clarify.
- Answer# 4- *It is the responsibility of the Contractor to engage and coordinate the services of a qualified independent geotechnical engineering testing agency. The testing services will be paid for by the Owner.*
- Question# 5- Sheet S-001 under the General structural notes, item 6.1.1.A, "engage a qualified testing laboratory to perform material evaluation and design concrete mixes, and to perform testing during concrete placement." Spec Section 02751 Paragraph 3.10.A indicates that "Testing Agency: Owner will engage a qualified testing and inspection agency to sample materials,

perform tests, and submit test reports during concrete placement." Please clarify.

Answer # 5- *See answer to Question #5.*

Question# 6- Can you please provide a depth below grade for the light pole base detailed on E1.1?

Answer # 6- 24"

Question# 7- Item "F", page 2 & Item 2.5, C.3 – page 9 FM Global 4471 as referenced typically is on certain standing seam roof panels. Can you please confirm that this does pertain to a PBR roof panel?

Answer # 7- *Delete all requirements for FM Global FMRC 4471.*

Question# 8- Item 2.1 Products - 2.1 "C 1" please clarify if "Galv." Purlins & girts are required. Some manufactures provide as standard product and other provide as a "premium" product which may add to the overall cost.

Answer# 8- *Secondary members may be finished consistent with primary members, in other words, factory cover steel with 1 coat of gray water reducible alkyl primer paint formulated to equal or exceed performance requirements SSPC-Paint 15 with a minimum coating thickness of 1.0 mil.*

Question# 9- Item "D" page 6 Collateral loads. Please provide required collateral loads (i.e. for lights, sprinkler, etc.).

Answer# 9- 5 pgs.

Question# 10- Item 1.7 Warranty. It states a 10 year weather tightness warranty. Please clarify as the specified roof panel is a PBR, which does not carry a weather tightness warranty.

Answer# 10- *A weather tightness warranty is available from the specified manufacturer for the specified profile. However, in order to include as many manufacturers as possible, this requirement is hereby deleted.*

- Question# 11- Wall panels. Will a 26 ga. be approved? Specs call for a Kynar paint which is premium paint and adds to the cost. Can we provide an option for std. color 26 ga. "R" panel?
- Answer# 11- 26 gage 1-1/4" deep panels are acceptable. Other brands of paint are acceptable besides Kynar or Hylar so long as they have similar warranty.
- Question# 12- Could not locate Eave heights. Please clarify the elevations of sections.
- Answer# 12- Please see elevation drawings A3 and A4. They specify ridge height of 34' and roof slope of 2:12. Eave heights are derived from this information. So, for example, height at gridline A is 23'-2", at gridline E is 18'-2", at gridline I is 20'-8".
- Question# 13- Entry from FL D-E: Is this a metal building columns, purlins, roof but with stud framing? What is the Eave height?
- Answer# 13- Yes. Eave height is same as gridline E.
- Question# 14- Common walls with main area/lean to's: Are x-bracing cables or rod ok? Do the Contractors need to provide a portal frame/wind bend?
- Answer# 14- Yes, except portal frame or wind bent is required along gridline C and cross bracing must not conflict with window or door openings.
- Question# 15- Specs call for "rod" bracing, will std. cable x-bracing be allowed?
- Answer# 15- Yes.
- Question# 16- Please clarify if skylights are single or double layer.
- Answer# 16- Please see specification page 133419 - 14. They are double layer.
- Question# 17- Can you please clarify the door hardware schedule at the end of section 08710? It seems to be missing a header row and it is unclear what the "3" represent.
- Answer# 17- The header row was cut off. Please see attached revised section 08710.

Question# 18- Can you please provide a specification for the stucco finish on 1/2" gypsum sheathing as detailed 1 A6?

Answer# 18- *Please see specification section 09220 attached.*

Question# 19- Please clarify the exterior walls of Concessions 05, Fire 08, Office 06 or Storage 07, it is unclear if the contractor should provide metal framing & drywall. If metal framing & drywall is required, will 5 1/2" or 3 1/2" studs be acceptable?

Answer# 19- *Yes, they are 5-1 2" metal stud, 5 8" drywall, R19 batt insulation*

Question# 20- Can you please provide details within the Room Finish Schedule for the painted gypsum board in in Concessions 05, Fire 08, Office 06 or Storage 07.

Answer# 20- *See answer 19 above.*

Question# 21- Please clarify if the main entry will be 4" metal studs similar to 1 A6 and 2/A6? Or is the main entry metal building components?

Answer# 21- *Please see 1/A6 and 2 A6. The sidewalls of the main entry are of metal building components. The exterior wall along gridline D is 5-1 2" metal stud, 5 8" drywall, R19 batt insulation.*

Question# 22- Please clarify section 09512 Acoustical Ceiling Tile has specified 2x2 ceiling tile but the reflected ceiling plan on A7 is showing a 2x4 tile layout.

Answer# 22- *It is 2x2 as specified.*

Question# 23- Please clarify the room finish schedule on A8 indicates gypsum board ceiling for Seating 02 but the reflected ceiling plan on A7 is showing this to be exposed structure.

Answer# 23- *The room finish schedule on A8 indicates exposed structure for Seating 02, as does the reflected ceiling plan.*

Question# 24- Please clarify the room finish schedule on A8 indicates a gypsum board ceiling in Concessions 05 and Office 06 but the reflected ceiling plan on A7 is showing an acoustical ceiling in these two rooms.

- Answer# 24- *Both rooms are acoustic ceiling.*
- Question# 25- Please clarify if the bleachers are part of this project. The project manual lists 126100 Bleachers but the specs are missing from the project manual.
- Answer# 25- *Please see attached specification section 126100.*
- Question# 26- Will yard drains and down spouts be part of this bid and/or will they be bid alternates?
- Answer# 26- *As shown on sheet C0 and described on specification page 012300 - 2, the eastern is a bid alternate. The gutters, downspouts, yard drains and drain line and stormwater detention ponds are in the base bid.*
- Question# 27- Will road widening be included in the base bid and/or will this be an additive alternate?
- Answer# 27- *As shown on sheet C0 and C4 and described on specification page 012300 - 2, the portion east of the existing east drive (station 16+00) is in the base bid. The portion west of station 16+00 is a bid alternate.*
- Question#28- Can you please provide a soils report?
- Answer# 28- *Copies of soils reports are available at Academy Reprographics.*
- Question# 29- Are the Contractors able to utilize the existing gates and security?
- Answer# 29- *Yes. Contractors may install their own locks.*
- Question# 30- Are bid bonds, payment and performance bonds required?
- Answer# 30- *Yes, bid bonds are 5% of the bid. Payment and Performance bonds are 100% of the contract sum.*
- Question# 31- Can you please clarify specification 133410-5 1.7, A & D? Paragraph A asks for a 10 year weather-tightness warranty. The roof is an exposed fastener roof which the type or warranty is not covered. The concealed fastener, standing seam roof would have that type of warranty.
- Answer# 31- *See answer to question 10 above.*

Question# 32- Please clarify in paragraph D, the roof system manufacturer will provide certification of warranties and inspection/reporting services one week before bid date. Is the 10 year weather-tightness warranty required? Other warranties such as chalk, fade crack and peel are available.

Answer# 32- *See answer to question 10 above. Other required warranties do not need to be submitted prior to bid date.*

Please add this Addendum #3 to the original bid documents and refer to bid documents, hereto as such. This and all subsequent addenda will become part of any resulting contract documents and have effects as if original issued. All other unaffected sections will have their original interpretation and remain in full force and effect.

Responders are reminded that any questions or need for clarification must be addressed to Bill Taylor, Procurement Manager at wtaylor@santafecounty.com.



1100 NEW YORK AVENUE, N.W.

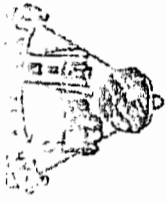
WASHINGTON, D.C. 20004

DEPARTMENT OF EDUCATION, OFFICE OF SPECIAL EDUCATION

AUGUST 20, 1980

MEMPHIS

NAME	COMPANY	TELEPHONE	E-MAIL ADDRESS
[Handwritten Name]	[Handwritten Company]	[Handwritten Telephone]	[Handwritten E-mail Address]
[Handwritten Name]	[Handwritten Company]	[Handwritten Telephone]	[Handwritten E-mail Address]
[Handwritten Name]	[Handwritten Company]	[Handwritten Telephone]	[Handwritten E-mail Address]
[Handwritten Name]	[Handwritten Company]	[Handwritten Telephone]	[Handwritten E-mail Address]
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BIDDING CONFERENCE
 IFB# 2016-0607-PW/BT
 STANLEY CYCLONE CENTER ARENA
 AUGUST 26, 2015
 10:00 AM

NAME	COMPANY	TELEPHONE	E-MAIL ADDRESS
David [unclear]	FC Project	785 4515	sp-2016@stanleycenter.com
Mark [unclear]	FC P1	992 7012	mark@stanleycenter.com
Tom [unclear]	[unclear]	553-4457	tom@stanleycenter.com
Paul [unclear]	FC Construction	350-0767	BR@StanleyCenter.com
Mark [unclear]	FC Project		Mark@StanleyCenter.com

APPENDIX D

SMITHSONIAN ENVIRONMENTAL CENTER

Room Location	Single/Double	Hinges	Office Lockset	Storeroom Lockset	Exit Device	Radiock	Weather-strip	Threshold	Smoke Seal	Push Plate	Pull	Closet
1 Entry	Double	X			X		X	X				X
2 Entry	Double	X			X		X	X				X
3 Office exterior	Single	X		X			X	X				X
4 Seating west end	Double	X			X		X	X				X
5 Arena overhead door	Single					X						
6 Arena overhead door	Single					X						
7 Arena overhead door	Single					X						
8 Arena overhead door	Single					X						
9 Arena overhead door	Single					X						
10 Arena overhead door	Single					X						
11 Arena overhead door	Single					X						
12 Arena overhead door	Single					X						
13 Seating east end	Double	X			X		X	X				X
14 Concessions exterior	Single	X		X			X	X				X
15 women	Single	X							X	X		X
16 men	Single	X							X	X		X
17 Concessions rollout	Single					X			X			
18 Concessions hall	Single	X		X								
19 Fire closet	Single	X										X
20 Office hall	Single	X		X								X
21 Storage	Single	X		X								X
22 Storage exterior	Single	X		X			X	X				X
23 Office rollout	Single					X						X

Notes:

Hardware finish: Glass doors point finish to match, thresholds and weatherstrips aluminum
 Exterior hinges: NIP

ATTACHMENT C

SECTION 09220 - PORTLAND CEMENT PLASTER

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Exterior portland cement plasterwork (stucco) on metal lath.

1.2 SUBMITTALS

- A. Product Data: For each type of product indicated.

1.3 PROJECT CONDITIONS

- A. Comply with ASTM C 926 requirements.
- B. Factory-Prepared Finishes: Comply with manufacturer's written recommendations for environmental conditions for applying finishes.

PART 2 - PRODUCTS

2.1 METAL LATH

- A. Expanded-Metal Lath: ASTM C 847 with ASTM A 653/A 653M, G60, hot-dip galvanized zinc coating.
 - 1. Diamond-Mesh Lath: Self-furring, 2.5 lb./sq. yd.
- B. Wire-Fabric Lath:
 - 1. Woven-Wire Lath: ASTM C 1032; self-furring, with stiffener wire backing, 1.1 lb./sq. yd.

2.2 ACCESSORIES

- A. General: Comply with ASTM C 1063 and coordinate depth of trim and accessories with thicknesses and number of plaster coats required.
- B. Metal Accessories:
 - 1. Foundation Weep Scream: Fabricated from hot-dip galvanized-steel sheet, ASTM A 653/A 653M, G60 zinc coating.
 - 2. Laying Beads: Fabricated from zinc-coated (galvanized) steel; square-edged style; with expanded flanges.

PORTLAND CEMENT PLASTER

09220 - 1

3. Control Joints: Fabricated from zinc-coated (galvanized) steel; one-piece-type, folded pair of unperforated screeds in M-shaped configuration; with perforated flanges and removable protective tape on plaster face of control joint.

2.3 MISCELLANEOUS MATERIALS

- A. Water for Mixing: Potable and free of substances capable of affecting plaster set or of laminating plaster, lath, or accessories.
- B. Fiber for Base Coat: Alkaline-resistant glass or polypropylene fibers, 1/2 inch long, free of contaminants, manufactured for use in portland cement plaster.
- C. Bonding Compound: ASTM C 932.
- D. Steel Drill Screws: For metal-to-metal fastening, ASTM C 1002 or ASTM C 954, as required by thickness of metal being fastened; with pan head that is suitable for application; in lengths required to achieve penetration through joined materials of no fewer than three exposed threads.
- E. Fasteners for Attaching Metal Lath to Substrates: Complying with ASTM C 1063.
Wire: ASTM A 641 A 641M, Class 1 zinc coating, soft temper, not less than 0.0475-inch diameter, unless otherwise indicated.
- F. Base Sheet: #15 asphalt impregnated felt, applied in shingle fashion, two layers.

2.4 PLASTER MATERIALS

- A. Portland Cement: ASTM C 150, Type II.
Color for Finish Coats: Gray.
- B. Masonry Cement: ASTM C 91, Type N.
Color for Finish Coats: Gray.
- C. Lime: ASTM C 206, Type S1 or ASTM C 207, Type S.
- D. Sand Aggregate: ASTM C 897.
- E. Perlite Aggregate: ASTM C 35.
- F. Acrylic-Based Finish Coatings: Factory-mixed acrylic-emulsion coating systems, formulated with colorfast mineral pigments and fine aggregates; for use over portland cement plaster base coats. Include manufacturer's recommended primers and sealing topcoats for acrylic-based finishes. Manufacturer equal to S0.
Color: As selected by Architect from manufacturer's mill range.

2.5 PLASTER MIXES

- A. General: Comply with ASTM C 926 for applications indicated.
 1. Fiber Content: Add fiber to base-coat mixes after ingredients have mixed at least two minutes. Comply with fiber manufacturer's written instructions for fiber quantities in mixes, but do not exceed 1 lb of fiber/cu. yd. of cementitious materials.
- B. Base-Coat Mixes for Use over Metal Lath: Scratch and brown coats for three-coat plasterwork is follows:
 1. Portland Cement Mixes:
 - a. Scratch Coat: For cementitious material, mix 1 part portland cement and 0 to 3/4 parts lime. Use 2-1/2 to 4 parts aggregate per part of cementitious material.
 - b. Brown Coat: For cementitious material, mix 1 part portland cement and 0 to 3/4 parts lime. Use 3 to 5 parts aggregate per part of cementitious material, but not less than volume of aggregate used in scratch coat.
 2. Masonry Cement Mixes:
 - a. Scratch Coat: 1 part masonry cement and 2-1/2 to 4 parts aggregate.
 - b. Brown Coat: 1 part masonry cement and 3 to 5 parts aggregate, but not less than volume of aggregate used in scratch coat.
 3. Portland and Masonry Cement Mixes:
 - a. Scratch Coat: For cementitious material, mix 1 part portland cement and 1 part masonry cement. Use 2-1/2 to 4 parts aggregate per part of cementitious material.
 - b. Brown Coat: For cementitious material, mix 1 part portland cement and 1 part masonry cement. Use 3 to 5 parts aggregate per part of cementitious material, but not less than volume of aggregate used in scratch coat.
- C. Job-Mixed Finish-Coat Mixes:
 1. Portland Cement Mix: For cementitious materials, mix 1 part portland cement and 1 part lime. Use 1-1/2 to 3 parts aggregate per part of cementitious material.
 2. Masonry Cement Mix: 1 part masonry cement and 1-1/2 to 3 parts aggregate.
 3. Portland and Masonry Cement Mix: For cementitious materials, mix 1 part portland cement and 1 part masonry cement. Use 1-1/2 to 3 parts aggregate per part of cementitious material.
 4. Plastic Cement Mix: 1 part plastic cement and 1-1/2 to 3 parts aggregate.
- D. Factory-Prepared Finish-Coat Mixes: For acrylic-based finish coatings, comply with manufacturer's written instructions.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect adjacent work from soiling, spattering, moisture deterioration, and other harmful effects caused by plastering.
- B. Prepare solid substrates for plaster that are smooth or that do not have the suction capability required to bond with plaster according to ASTM C 926.

3.2 INSTALLING METAL LATH

- A. Expanded-Metal Lath: Install according to ASTM C 1063.
 1. Partition Framing and Vertical Furring: Install woven-wire lath.
 2. Flat-Ceiling and Horizontal Framing: Install flat diamond-mesh lath.
 3. Curved-Ceiling Framing: Install flat diamond-mesh lath.
 4. On Solid Surfaces, Not Otherwise Furred: Install self-furring, woven-wire lath.

3.3 INSTALLING ACCESSORIES

- A. Install according to ASTM C 1063 and at locations indicated on Drawings.
- B. Reinforcement for External Corners:
 1. Install lath-type, external-corner reinforcement at exterior locations.
- C. Control Joints: Install control joints at locations indicated on Drawings.
 1. Where control joints occur in surface of construction directly behind plaster.

3.4 PLASTER APPLICATION

- A. General: Comply with ASTM C 926.
- B. Bonding Compound: Apply on unit masonry and concrete plaster bases.
- C. Walls; Base-Coat Mixes for Use over Metal Lath: Scratch and brown coats for three-coat plasterwork; 3/4-inch thickness.
 1. Portland cement mixes.
 2. Masonry cement mixes.
 3. Portland and masonry cement mixes.
- D. Ceilings; Base-Coat Mixes for Use over Metal Lath: Scratch and brown coats for three-coat plasterwork; 1/2 inch thick.
 1. Portland cement mixes.
 2. Masonry cement mixes.

- 3. Portland and masonry cement mixes.
 - E. Acrylic-Based Finish Coatings: Apply coating system, including primers, finish coats, and sealing topcoats, according to manufacturer's written instructions.
 - F. Concealed Exterior Plasterwork: Where plaster application will be used as a base for adhered finishes, omit finish coat.
- 3.5 PLASTER REPAIRS
- A. Repair or replace work to eliminate cracks, dents, blisters, buckles, crazing and check cracking, dry outs, efflorescence, sweat outs, and similar defects and where bond to substrate has failed.

END OF SECTION 09220

SECTION 126100 - BLEACHERS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes fixed aluminum bleachers

1.2 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: Include plans, elevations, sections, details, and attachments to other work.
 1. Seating Layout: Show seating layout, aisle widths, heights, frame and seat construction, materials, cross bracing and hardware.
- C. Maintenance Data.

PART 2 - PRODUCTS

2.1 MATERIALS AND FINISHES

- A. Cast Aluminum: ASTM B 85 aluminum-alloy die castings.
- B. Metal Finish: Finish exposed metal parts with manufacturer's standard coating.
 1. Color: As selected by Architect from manufacturer's full range.

2.2 BLEACHERS:

- A. Seat Boards: 2" x 12" aluminum with anodized finish with end caps.
- B. Dimensions: 17' long x 7' deep x 23" to 20" high.
- C. Configuration: 4 rows.
- D. Foot Board: 2" x 10" mill finish aluminum with end caps.
- E. Cross Bracing: Min. top two rows.
- F. Support Frames: 5 total.

TANTA FE COUNTY STANLEY CYCLONE CENTER

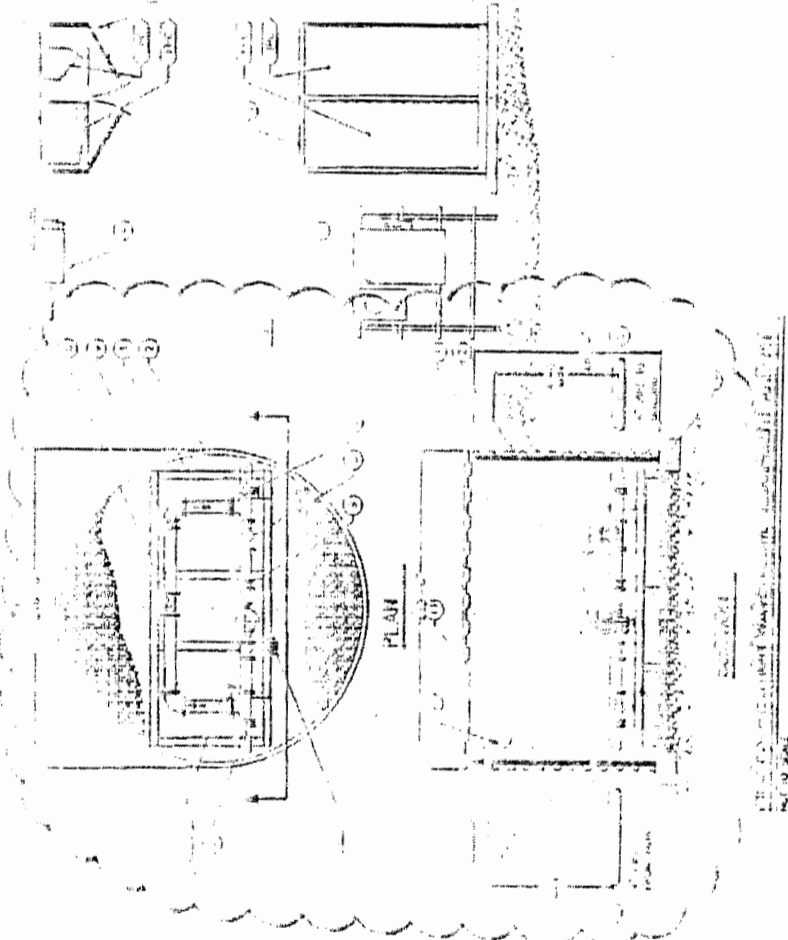
4. Fabrication: All exposed edges and corners rounded, with no burrs. All bolted and screwed connections with nylon locking hardware or other positive method of remaining tightened. Bleachers shall have no sway or looseness when fully assembled and loaded.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install seating in locations indicated and fastened securely to substrates according to manufacturer's written installation instructions.
 1. Use installation methods and fasteners that produce fixed audience seating assemblies capable of supporting an evenly distributed 600-lb (272-kg) static load without failure or other conditions that might impair the unit's usefulness.
 2. Install standards and pedestals plumb.

END OF SECTION 126100



1. THE PUMP UNIT SHALL BE INSTALLED IN THE CENTER OF THE PIT AS SHOWN IN THE PLAN VIEW. THE PUMP SHALL BE PROTECTED BY A CONCRETE CURB AND SHALL BE SUPPORTED BY A CONCRETE PAD. THE PUMP SHALL BE INSTALLED ON A CONCRETE PAD WHICH SHALL BE CAST AT THE SAME TIME AS THE PIT. THE PUMP SHALL BE INSTALLED ON A CONCRETE PAD WHICH SHALL BE CAST AT THE SAME TIME AS THE PIT. THE PUMP SHALL BE INSTALLED ON A CONCRETE PAD WHICH SHALL BE CAST AT THE SAME TIME AS THE PIT.

2. THE PUMP UNIT SHALL BE INSTALLED IN THE CENTER OF THE PIT AS SHOWN IN THE PLAN VIEW. THE PUMP SHALL BE PROTECTED BY A CONCRETE CURB AND SHALL BE SUPPORTED BY A CONCRETE PAD. THE PUMP SHALL BE INSTALLED ON A CONCRETE PAD WHICH SHALL BE CAST AT THE SAME TIME AS THE PIT. THE PUMP SHALL BE INSTALLED ON A CONCRETE PAD WHICH SHALL BE CAST AT THE SAME TIME AS THE PIT.

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PROJECT: NATIONAL CYCLONE
 PROJECT NUMBER: 14020
 SHEET TITLE: FP PUMP PIT DETAIL
 DRAWN BY: NP
 DATE: SEPT. 3, 2016
 CHECKED BY:
 APPROVED BY:
 REFERENCE SHEET: FP-91
 SHEET NUMBER: SK-FP01

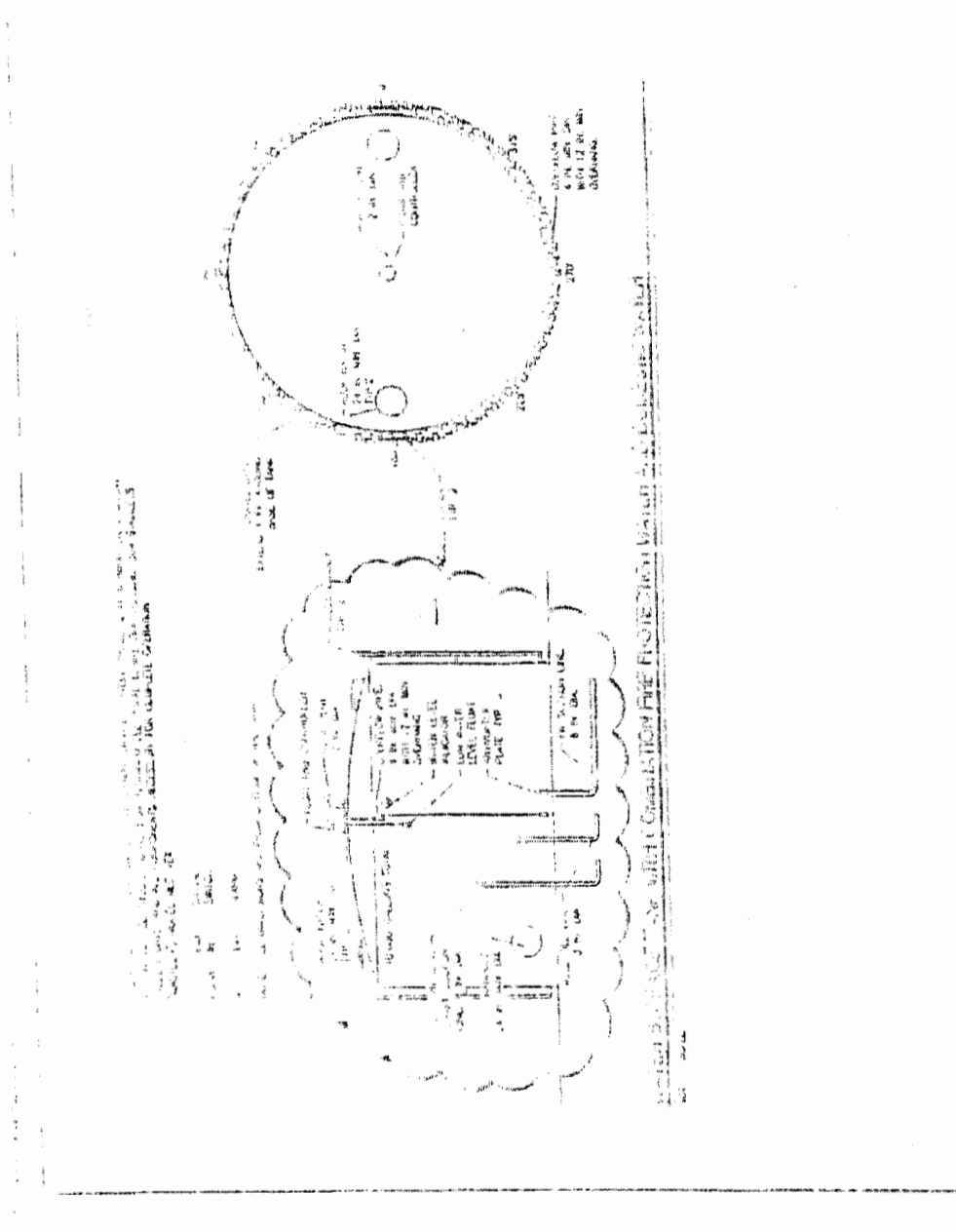
<p>SK-FF-02 WILSON BANK PUMP</p>		<p>DATE: 11/30/2016 TIME: 10:00 AM</p>	
<p>PROJECT NO: 11-10000000000000000000</p>	<p>PROJECT NAME: WILSON BANK PUMP</p>	<p>PROJECT LOCATION: 11-10000000000000000000</p>	<p>PROJECT STATUS: PENDING</p>
<p>PROJECT OWNER: WILSON BANK</p>	<p>PROJECT CONTACT: JOHN DOE</p>	<p>PROJECT PHONE: (555) 555-5555</p>	<p>PROJECT FAX: (555) 555-5555</p>

THIS DRAWING IS A PART OF THE PROJECT AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE PROJECT OWNER.

THE PROJECT OWNER IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED IN THIS DRAWING. THE PROJECT OWNER IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED IN THIS DRAWING.

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WILSON BANK PUMP SYSTEM LAYOUT

Henry P. Rovbal
Commissioner, District 1

Kathleen Holian
Commissioner, District 4

Miguel M. Chavez
Commissioner, District 2

Liz Stefanics
Commissioner, District 5

Robert A. Anaya
Commissioner, District 3

Katherine Miller
County Manager

August 24, 2015

SANTA FE COUNTY
IFB#2016-0067-PW/BT

Construction Services for the Stanley Cyclone Center Arena

ADDENDUM #2

Dear Proponents,

This addendum is issued to reflect the following immediately. It shall be the responsibility of interested bidders to adhere to any changes or revisions to the IFB as identified in this Addendum No. 2, as well as Addendum No. 1. This documentation shall become permanent and made part of the departmental files.

The Pre-Bid Conference scheduled for Wednesday, August 26, 2015 at 10:00 AM has been changed to be a NON-Mandatory PRE-BID Conference meeting.

Please add this Addendum #2 to the original bid documents and refer to bid documents, hereto as such. This and all subsequent addenda will become part of any resulting contract documents and have effects as if original issued. All other unaffected sections will have their original interpretation and remain in full force and effect.

Responders are reminded that any questions or need for clarification must be addressed to Bill Taylor, Procurement Manager at wtaylor@santafecountnm.gov.

Henry P. Roybal
Commissioner, District 1

Kathleen Holian
Commissioner, District 4

Miguel M. Chavez
Commissioner, District 2

Liz Stefanics
Commissioner, District 5

Robert A. Anaya
Commissioner, District 3

Katherine Miller
County Manager

August 19, 2015



SANTA FE COUNTY
IFB#2016-0067-PW/BT
Construction Services for the Stanley Cyclone Center Arena

ADDENDUM #1

Dear Proponents,

This addendum is issued to reflect the following immediately. It shall be the responsibility of interested bidders to adhere to any changes or revisions to the IFB as identified in this Addendum No. 1. This documentation shall become permanent and made part of the departmental files.

ATTACHMENT: REVISED WAGE RATES- Please include the attached revised wage decision information to Appendix C of the above referenced IFB.

Clarification: *The MANDATORY PRE-BID CONFERENCE date has changed to:*

Date: Wednesday, August 26, 2015
Time: 10:00AM
Place: Santa Fe County Projects & Facilities
 Conference Room located at
 901 West Alameda Suite 20C
 Santa Fe, New Mexico 87501

Clarification: *The work consists of constructing a 41,497 sq. ft. structure.*

Please add this Addendum #1 to the original bid documents and refer to bid documents, hereto in such. This and all subsequent addenda will become part of any resulting contract documents and have effects as if original issued. All other unaffected sections will have their original interpretation and remain in full force and effect.

Responders are reminded that any questions or need for clarification must be addressed to Bill Taylor, Procurement Manager at wtaylor@santafecountnm.gov.

Los Angeles County Fire Department Decision 68F-15-1163

151'00" x 100'00" area including work area and storage area. A building class 3 construction area and 100.5 sq ft total

Los Angeles County Fire Department Decision 68F-15-1163 Effective January 1, 2015

Trade Classification	Base Rate	Allowance	Subsistence	Assistance & Incentive Rates
Electric Worker - 1st & 2nd Installer	1.15	0.13	0.15	
Electrician	1.10	0.11	0.13	
Electrician - 1st & 2nd Installer	1.15	0.13	0.15	
Electrician - 3rd	1.10	0.11	0.13	
Electrician - 4th	1.05	0.10	0.12	
Electrician - 5th	1.00	0.09	0.11	
Electrician - 6th	0.95	0.08	0.10	
Electrician - 7th	0.90	0.07	0.09	
Electrician - 8th	0.85	0.06	0.08	
Electrician - 9th	0.80	0.05	0.07	
Electrician - 10th	0.75	0.04	0.06	
Electrician - 11th	0.70	0.03	0.05	
Electrician - 12th	0.65	0.02	0.04	
Electrician - 13th	0.60	0.01	0.03	
Electrician - 14th	0.55	0.00	0.02	
Electrician - 15th	0.50	0.00	0.01	
Electrician - 16th	0.45	0.00	0.00	
Electrician - 17th	0.40	0.00	0.00	
Electrician - 18th	0.35	0.00	0.00	
Electrician - 19th	0.30	0.00	0.00	
Electrician - 20th	0.25	0.00	0.00	
Electrician - 21st	0.20	0.00	0.00	
Electrician - 22nd	0.15	0.00	0.00	
Electrician - 23rd	0.10	0.00	0.00	
Electrician - 24th	0.05	0.00	0.00	
Electrician - 25th	0.00	0.00	0.00	
Electrician - 26th	0.00	0.00	0.00	
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Electrician - 61st	0.00	0.00	0.00	
Electrician - 62nd	0.00	0.00	0.00	
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Electrician - 65th	0.00	0.00	0.00	
Electrician - 66th	0.00	0.00	0.00	
Electrician - 67th	0.00	0.00	0.00	
Electrician - 68th	0.00	0.00	0.00	
Electrician - 69th	0.00	0.00	0.00	
Electrician - 70th	0.00	0.00	0.00	
Electrician - 71st	0.00	0.00	0.00	
Electrician - 72nd	0.00	0.00	0.00	
Electrician - 73rd	0.00	0.00	0.00	
Electrician - 74th	0.00	0.00	0.00	
Electrician - 75th	0.00	0.00	0.00	
Electrician - 76th	0.00	0.00	0.00	
Electrician - 77th	0.00	0.00	0.00	
Electrician - 78th	0.00	0.00	0.00	
Electrician - 79th	0.00	0.00	0.00	
Electrician - 80th	0.00	0.00	0.00	
Electrician - 81st	0.00	0.00	0.00	
Electrician - 82nd	0.00	0.00	0.00	
Electrician - 83rd	0.00	0.00	0.00	
Electrician - 84th	0.00	0.00	0.00	
Electrician - 85th	0.00	0.00	0.00	
Electrician - 86th	0.00	0.00	0.00	
Electrician - 87th	0.00	0.00	0.00	
Electrician - 88th	0.00	0.00	0.00	
Electrician - 89th	0.00	0.00	0.00	
Electrician - 90th	0.00	0.00	0.00	
Electrician - 91st	0.00	0.00	0.00	
Electrician - 92nd	0.00	0.00	0.00	
Electrician - 93rd	0.00	0.00	0.00	
Electrician - 94th	0.00	0.00	0.00	
Electrician - 95th	0.00	0.00	0.00	
Electrician - 96th	0.00	0.00	0.00	
Electrician - 97th	0.00	0.00	0.00	
Electrician - 98th	0.00	0.00	0.00	
Electrician - 99th	0.00	0.00	0.00	
Electrician - 100th	0.00	0.00	0.00	

BASE, SUBSISTENCE AND INCENTIVE RATES BY TRADE & LOCATION

- 1. Trade electricians working at a Los Angeles County job site get \$1.13/hr. subsistence plus plus base-rate. Inside electricians working at a Los Angeles job site get \$1.15/hr. subsistence plus plus base-rate.
- 2. Firefighters working on projects get \$1.15/hr. plus plus base-rate. Firefighters working on projects get \$1.15/hr. plus plus base-rate. Firefighters working on projects get \$1.15/hr. plus plus base-rate.
- 3. Firefighters working at a Los Angeles County job site get \$1.15/hr. subsistence plus plus base-rate.
- 4. Firefighters working at a Los Angeles County job site get \$1.15/hr. subsistence plus plus base-rate.
- 5. Firefighters working at a Los Angeles County job site get \$1.15/hr. subsistence plus plus base-rate.
- 6. Firefighters working at a Los Angeles County job site get \$1.15/hr. subsistence plus plus base-rate.
- 7. Firefighters working at a Los Angeles County job site get \$1.15/hr. subsistence plus plus base-rate.
- 8. Firefighters working at a Los Angeles County job site get \$1.15/hr. subsistence plus plus base-rate.
- 9. Firefighters working at a Los Angeles County job site get \$1.15/hr. subsistence plus plus base-rate.
- 10. Firefighters working at a Los Angeles County job site get \$1.15/hr. subsistence plus plus base-rate.

EXHIBIT A
PROJECT MANUAL

EXHIBIT B

TECHNICAL SPECIFICATIONS AS LISTED IN PLAN SET

EXHIBIT C

LABOR AND MATERIAL PAYMENT BOND (SAMPLE)

KNOW ALL MEN BY THESE PRESENT, THAT WE

_____ as PRINCIPAL hereinafter called the "PRINCIPAL" and _____ as SURETY hereinafter called the "SURETY", are held and firmly bound unto Santa Fe County, a Political Subdivision of the State of New Mexico as OBLIGEE hereinafter called the "COUNTY", for the use and benefit of any claimants as herein below defined, in the amount of _____ (\$ _____) dollars for the payment whereof PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the PRINCIPAL has a written contract dated _____, 2015, with the COUNTY for the construction services for the Stanley Cyclone Center Arena in Santa Fe County, New Mexico, which must be constructed in accordance with drawings and specifications which contract is referenced and made a part hereof, and is hereinafter referred to as the "Contract."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if PRINCIPAL shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject to the following conditions:

1. A claimant is defined as one having a direct contract with the PRINCIPAL or with a subcontractor of the PRINCIPAL for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include but not be limited to that part of water, gas, power, light, heat, oil, gasoline, telephone services or rental of equipment directly applicable to the Contract.
2. The above named PRINCIPAL and SURETY hereby jointly and severally agree with the COUNTY that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, prosecute a suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereof. The COUNTY shall not be liable for payment of any cost or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant:
 - a. Unless claimant, or other than one having a direct contract with the PRINCIPAL, shall have written notice in the form of an sworn statement to the COUNTY and any one or both of the following: the PRINCIPAL or SURETY above named, within ninety (90) days after such said claim is made or suit filed, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed.
 - b. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the COUNTY, PRINCIPAL or SURETY, at any place where an office is regularly maintained by said COUNTY.

PRINCIPAL or SURETY for the transaction of business, or served in any manner in which legal process may be served in the State in which the aforesaid project is located, save that such service need not be made by a public officer.

- 4. Any suit under this Labor and Material Bond must be instituted in accordance with the statute of limitation under Section 37-1-3 NMSA 1978.
- 5. No right of action shall accrue on this Bond to or for the use of any person or corporation other than subcontractors or sub-subcontractors of the said Contract between PRINCIPAL and Santa Fe County named herein.

SIGNED AND SEALED THIS _____ DAY OF _____, 2015.

CONTRACTOR - PRINCIPAL (signature)

By: _____
(Printed name and title)

(seal)

NOTARY PUBLIC

My Commission expires: _____

SURETY (signature)

(Printed name and title)

(seal)

NOTARY PUBLIC

My Commission expires: _____

SURETY'S Authorized New Mexico Agent

EXHIBIT D

PERFORMANCE BOND (SAMPLE)

A. KNOW ALL MEN BY THESE PRESENT, THAT WE _____, IS PRINCIPAL hereinafter called the "CONTRACTOR" and _____, IS SURETY hereinafter called the "SURETY", are held and firmly bound unto OBLIGEE Santa Fe County, a Political Subdivision of the State of New Mexico, hereinafter called the "COUNTY", in the sum of _____ (\$ _____) dollars for the payment whereof CONTRACTOR and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

B. WHEREAS, the CONTRACTOR has a written contract dated _____, 2015, with the COUNTY for the construction services for the Stanley Cyclone Center Arena Santa Fe County, New Mexico, in accordance with drawings and specifications which contract is referenced made part hereof, and is hereinafter referred to as the "Contract."

C. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly and faithfully perform said Contract (including any amendment thereto), then this obligation shall be null and void; otherwise it shall remain in full force and effect until the COUNTY shall by written instrument notify the SURETY that the obligation is discharged, except that the obligation shall continue for at least three (3) months following the expiration of the term of the Contract.

1. The SURETY hereby waives notice of any alteration or extension of the Contract time made by the COUNTY.
2. Whenever CONTRACTOR shall be, and is declared by the COUNTY to be in default under the Contract, the COUNTY having performed the COUNTY'S obligations thereunder, the SURETY must promptly remedy the default and shall promptly:
 - (1) Complete the Contract in accordance with its terms and conditions, or
 - (2) Obtain a bid or bids for submission to the COUNTY for completing the Contract in accordance with its terms and conditions, and upon determination by the COUNTY and SURETY of the lowest responsible bidder, arrange for a contract between such bidder and Santa Fe County, and make available as work progresses (even though there should be a default or a secession of defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price, but not exceeding, including other costs and damages for which the SURETY may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price" as used in this paragraph, shall mean the total amount payable by the COUNTY to CONTRACTOR under the Contract and any amendments thereto, less the amount properly paid by the COUNTY to CONTRACTOR.

D. No right of action shall accrue on this Performance Bond to or for the use of any person or corporation other than Santa Fe County named herein or the heirs, executors, administrators, or successors of Santa Fe County.

E. This Bond shall be enforceable without the need to have recourse to any judicial or arbitral proceedings.

SIGNED AND SEALED THIS _____ DAY OF _____, 2015.

CONTRACTOR - PRINCIPAL (signature)

By:

(Printed name and title)

(Seal)

NOTARY PUBLIC

My Commission expires:

SURETY (signature)

(Printed name and title)

(Seal)

NOTARY PUBLIC

My Commission expires:

SURETY'S Authorized New Mexico Agent

EXHIBIT E

ASSIGNMENT OF ANTITRUST CLAIMS

TO BE EXECUTED BY GENERAL CONTRACTORS, SUBCONTRACTORS, SUPPLIERS,
AND SUBSUBCONTRACTORS OF CONTRACTORS ON COUNTY CONTRACTS.

FIRM NAME:
ADDRESS:

PROJECT:

PHONE NO.:

PROJECT NO:

_____ agrees that any and all claims which it may have or may incur to it for overcharges resulting from antitrust violations as to goods, services, and materials purchased in connection with the above-referenced project are hereby assigned to Santa Fe County, but only to the extent that such overcharges are passed on to the County. It is agreed that the undersigned retains all rights to any such antitrust claims to the extent of any overcharges not passed on to the County, including the right to any treble damages attributable thereto.

FIRM: _____

BY: _____
Signed by individual empowered to obligate Suppliers,
Subcontractors or Subsubcontractors

TITLE: _____

EXHIBIT F
CERTIFICATE OF LIABILITY INSURANCE

EXHIBIT G

NOTICE OF CONTRACT AWARD

TO:

FROM: _____, Public Works Department

CONTRACT NO. _____

This is to inform that you that you have been awarded the Contract for:

Project Name: _____

Date of Award _____ Amount of Award _____

Contractor Information:

Firm Name: _____ License# _____

Address: _____ Phone # _____

It is anticipated that construction will take place:

Approximate Starting Date: _____ Approximate Completion Date: _____

Santa Fe County hereby accepts your offer on the solicitation No. _____ as reflected in this award document. The rights and obligations of the parties shall be subject to and governed by this document and any documents attached or incorporated by reference.

SANTA FE COUNTY

Name of Public Works Director or designee: _____
(Print Name)

Signature _____

EXHIBIT H

NOTICE TO PROCEED

TO:

DATE:

PROJECT:

ATTN:

PROJECT NO.

CONTRACT NO.

IFB NO.

Enclosed is your copy of the Contract, which has been approved. Please consider this letter as official NOTICE TO PROCEED on the above-referenced project.

Your firm shall commence work within ten (10) calendar days of the above date and shall achieve Substantial Completion _____ calendar days thereafter, which shall be _____, 2015, unless modified by Change Order.

It is essential that you make reference to the above-stated project number on all documents sent to the Architect/Engineer from your office. These documents shall include correspondence, change order proposals, change orders, payment request statements, and all other project-related material which you forward to the Architect/Engineer for information and processing.

Also, before you may start any Work at the site, you must (add any other requirements):

OWNER:

Santa Fe County

SFC

DEPARTMENT

By:

Director, SFC Department

EXHIBIT I CHANGE ORDER

PROJECT:

CONTRACTOR
CHANGE ORDER NO:

ARCHITECT ENGINEER

PROJECT NO:

Contractor Telephone:
Contractor e-mail:
ENGINEER'S ARCHITECT'S PROJECT NO:

CHANGE ORDER JUSTIFICATION (Provide definitive reason for proposed change order.)

You are directed to make the following changes in this Contract: (Provide a detailed description of the Scope of the Work.)

NOT VALID UNTIL SIGNED BY BOTH THE COUNTY AND THE ARCHITECT ENGINEER.
Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The Original Contract Sum was	
Net change by previously authorized Change Orders	\$0.00
The Contract Sum prior to this Change Order was the Contract Sum will be	
increased, decreased, unchanged	
by this Change Order in the amount of	\$0.00
The new contract Sum including this Change Order will be	\$0.00
The Contract Time will be increased/decreased/unchanged by _____ days.	
The date of Substantial Completion as of the date of this Change Order therefore is: _____	

CHANGE ORDER SIGNATURE PAGE

REVIEWED

Santa Fe County

By:

Date:

AGREED AND RECOMMENDED

CONTRACTOR

By:

Date:

Title:

ARCHITECT ENGINEER

By:

Date:

APPROVED

SANTA FE COUNTY

By:

Date:

EXHIBIT J

CERTIFICATE OF SUBSTANTIAL COMPLETION

SANTA FE COUNTY - (INSERT DEPARTMENT)

Public Works Director or designee (name): _____

CONTRACTOR: _____

Contractor Purchase Order Number: _____

ARCHITECT/ENGINEER: _____

Project Name: _____

Contract Date: _____

Project Description - Article 2 to Agreement Between Santa Fe County and Contractor (include address and project location description):

The contractor hereby certifies the Work of this project to be in complete conformance to the Contract Documents and is substantially complete, enabling the County to make use of the Work as intended.

By its signature below the Contractor further requests Architect/Engineer and County to inspect the Work and to concur in the Work's substantial completion by their signature and or to provide in a timely manner to Contractor a listing of work items adjudged by them as remaining to be completed or corrected. Contractor agrees to complete and correct all work items (Punch List) representative of such listing within ___ days from date of receipt from Architect/Engineer.

Contractor

Signature _____ Print Name _____ Date _____

Accepted by Santa Fe County

Signature (Public Works Director or Designee)	Print Name	Date
---	------------	------

Inspected/Concurrence Architect/Engineer

Signature	Print Name	Date
-----------	------------	------

PUNCH LIST

A list of items (Punch List) to be completed or corrected, verified by the Architect/Engineer and County, is appended hereto. Failure to include any incomplete items on such list does not alter the responsibility of the Contractor to provide all Work in complete conformance with the Contract Documents.

The Contractor shall complete or correct the work on the punch list appended hereto by _____ (Date)

The punch list consists of _____ (indicate number of items) items.

The Work performed under this Contract has been reviewed and found to be substantially complete by the Director of Public Works who has hereby established the Date of Substantial Completion as _____ (date) which is also the date of commencement of all warranties and guarantees required by the Contract Documents. The Date of Substantial Completion of the Work or designated portion thereof is the date established by the Director of Public Works (or designee) when construction is sufficiently complete, in accordance with the Contract Documents, so the County may occupy the Work, or designated portion thereof, for the use for which it is intended.

The County accepts the Work or designated portion thereof as substantially complete and assumes full possession thereof, in accordance with the contract documents.

Punch List Items: (Use additional sheets if necessary)



NOT MY CAT

I will start with an event that is a common occurrence in the country. A cat steals into the garage or barn and has a litter of six kittens. She feels reasonably safe from predators, does not require or indeed, want any human intervention.

The owner of the building observes this phenomenon but does nothing to hinder, obstruct, or help the new cat family.

Is this building owner now the legal "owner" of the cat and her kittens? The definition of "ownership" in the draft ordinance states that an "owner" "keeps, has, owns, or harbors" an animal. All of these words except "harbor" imply possession. "Harbor", according to Webster, lists : to give shelter or refuge to (someone). The building owner in this case hasn't "given" shelter, the cat took it.

We will, for the moment then, assume that the building owner is not the cat's "owner", and that the kittens, once old enough to prowl the premises, are "astray" and "running at large."

Eight weeks go by.

Section 7.3 states that *"an animal, other than livestock, that runs at large shall be declared to be an estray, a nuisance, or a menace to the public health and safety, and may be picked up and impounded by an Animal Services Officer."*

The building owner, thinking that he is doing his civic duty, tells his neighbors that he has kittens to give away to good homes.

One of his neighbors doesn't like him and calls animal control. As per the ordinance, he provides a written statement. An animal Service Officer arrives on scene and informs the property owner that he is in fact the "owner" of the kittens since he, having offered them up for adoption, must be in "control" of the animals.

He states that Section 9(G) states that *"any owner who unintentionally breeds dogs or cats and does not have a current breeder's permit must obtain a litter permit from the Animal Services Division for each litter before the puppies or kittens in the litter reach a stage of development in which there eyes open". That will be \$25.00.*

The officer informs the "new kitten owner", since you don't have one you *"cannot give away or otherwise transfer ownership of the kittens, but you can surrender them to the Animal Services Division., you will have to pay the requisite surrender fees and sterilize the mother cat. If you do that, tl can waive he litter permit fee*

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oh, since you don't have a litter permit, and this is your first offense, the fine is only \$100.

Oh and since these kittens haven't been vaccinated for rabies I have to fine you \$75 per animal (unless you can provide me with proof of vaccination). That's \$525.

Now you can have the Animal Shelter vaccinate the critters, if you want to surrender them. You can only surrender them to Animal Services.

Nope, can't give them away.

Of course if you surrender the kittens, you will have to reimburse the County for all boarding, vaccinations, emergency veterinary costs, or other expenses incurred by the County or animal shelter, fees required for adoption of the kittens, boarding costs, etc. and the surrender fee, whether or not the animal is redeemed. The shelter will hold the kittens for at least five days at your expense.

But! (says the property owner), it's not my cat!

Of course it is, (says the Animal Services Officer), you've been harboring it.

I see you have a couple of dogs here..

yeah, three., all licensed and vaccinated

What, three dogs.... that makes ten animals. do you have a "Professional Care Permit"?

A what?

If you have ten or more animals you have to get a "Professional Care Permit".

I don't own ten animals.

Sure you do. One cat, six kittens, and three dogs. That makes ten.

Since you don't have one, that's a \$100 fine. The permit will cost ya another \$200... annually.

I'll have to inspect your house.

You can't do that!

sure I can, its right in the ordinance.... The animal Services Officer's eyes narrowed...

are you trying to "hinder" an Animal Services Officer?

That ill cost ya another \$300.

lets see now.... that will be \$1050

Not my cat!

What happens to feral kittens?

Not all cats that live in Santa Fe County are "owned". There are substantial "community cat" populations that Animal Services has never gotten under control, even after years of trying. The new proposed ordinance both assumes that all cats are "owned" and

thereby “controlled by human intervention, and are controllable with regards to boundaries and choices of “adequate shelter”.

Section three, purpose and intent, mentions “reducing the number of unwanted animals”.

I would have to assume that “unwanted” is another term for “unowned”. The ordinance, however, seems only directed at both defining ownership and creating rules for owned (and therefore “wanted”) animals. It would appear that the proposed ordinance actually is harmful to unwanted animals, forcing the public to ignore them or worse, for fear that they might be declared “owners” and therefor be subject to stiff fines and penalties.

Under Section 9E, Feral kittens cannot be transferred (given away)without the purchase of a litter or breeder permit. They can, however, be “surrendered” to the animal shelter. The animal shelter currently charges a fifty dollar fee to surrender an animal. Few people in the county will opt to buy a litter license for litters that show up on their property. The proposed ordinance makes it illegal to give them away, illegal to care for them, and illegal to come to their aid without risking recognition of ownership. No one is going to surrender litters of feral kittens to the animal shelter at \$50 per animal. No person is going to identify themselves as an “owner” of such kittens, because of the ordinance’s clear statement of liability.

So what is the unintended consequence of this proposed ordinance? Kittens that might otherwise find homes, will become unwanted, unspayed and neutered cats that will defeat the purpose of the ordinance.

Recommended changes

Eliminate “cats” from the ordinance entirely. The ordinance does little to further the purpose and intent of Section three, is unenforceable, disrupts, non-profit institutions attempting to assist in feline management with catch and release programs, clouds the issues associated with the housing of barn cats, community cats, and feral colonies, and forces the public to view the species as “owned” property.

. Section 4.T currently reads “Estray” shall mean any animals other than livestock or cats, which are running at large”.. The revision strikes “cats” from the sentence, thereby placing cats under the rubric of not being allowed to “run at large”. Domestic cats have a range of over 1/4 mile, and most cat owners choose to allow their cats to roam for at least part of the day. Feral cats have a range of several miles. It is unrealistic to expect that an animal who’s very nature is to climb and escape can be made to loiter on a lot, fences notwithstanding.

The County should except the notion that cats roam, that there are feral cats without owners, and that the County Animal Services has not and cannot control the cat population without help from the public. public and private non-profit organizations, shelters, and private mult-cat homes.

Recommendation:

Leave the "Estray" definition as is.

An unnecessary burden on the Animal Shelter or a new Revenue Stream

Section 9 funnels all "rescue" animals to the Santa Fe Animal Shelter and makes it illegal to place a cat with any rescue group, non-profit, or shelter in Santa Fe County. BY eliminating these choices the County also eliminates a large body of willing volunteers, their vitality, and their contributions to the county's economic well being.

The Animal Shelter is often overflowing. These entities often take the overflow, and often, those animals that would otherwise be put down.

The Animal Shelter Charges a fifty dollar "surrender" fee. Forcing the public to pay this fee to a publicly subsidized institution is flat out wrong.

The public should have a choice as to where to place an animal for temporary care and eventual adoption into a caring home.

Recommendation

"Pet Shelter" definition should be expanded to permit alternative care facilities to the "animal shelter"

The animal shelter is subsidized through contract with the County. Why does this ordinance permit the shelter to pass on all costs to house an animal to the public? The philosophy behind this idea is that all animals are "owned" and the the owner tis therefore liable for the care and well being of the animal . When it comes to cats, this is simply not the case.

Section 4 "Definitions" contains "standards"

Section 4C, "Adequate Shelter" contains an entire page of proposed "standards". Standards, or ordinance requirements do not belong in the definition section. They must be re-written within Section 5.

Section 4 Definition of Animal

The section 4D definition of Animal "shall mean any dog, cat, or vertebrate (excluding humans). This definition places gophers, rodents, pack rats, livestock, birds, wild animals of any kind, within the context of many of the sections of the proposed ordinance. All those sections using "animal" within the body of the sentence could legally be construed to mean that the sentence applies to not only dogs and cats - but to packrats. I would gladly "abandon" the packrats on my property.

Recommendation: Remove "or vertebrate" from the definition of "Animal"

Section 7 Restraint of Animals

The title of this section states that "Restraint is prohibited"

7A.1 states that "... an enclosure surrounding the perimeter of the property." "Property" is undefined. Does this mean that a person with a ten acre "property" would have to enclose the entire acreage? Does this mean that anyone owning a dog in the County would be subject to a misdemeanor if they DIDN'T fence their property with a dog proof fence ?

The "running at large" definition states that an animal is not running at large as long as it is on the premises of an owner. Section 7A1 states that the owner must fence the property to prevent the animal from "escaping" from the property. This provision is an unnecessary and unrealistic burden on rural property owners.

7A.3 provides both criminal penalties for violation AND a provision for impoundment. These are mutually exclusive paragraphs.

The definition of "Estray" (which by the way does not appear as a word in the dictionary) means any animal that is running at large. Section 7 states that any animal running at large is "estrays". The definition of "running at large" means to be "free of direct control beyond an enclosed lot or the premises or vehicle of an owner or responsible party. Legally, I would argue that an "unowned" animal (ie. a ferrel cat) is not subject to Section seven

Recommendation

The proposed ordinance assumes that all animals are owned and that "owners" will be subject to fees, permits, and fines for non-compliance. This is a flaw that requires a complete re-write of the ordinance. Deleting reference to Cats would solve this problem.

Professional Care Permit fees for Property Owners

Professional Care Permits are out of line for personal pet managers. It is unreasonable to expect the County's residents to pay \$200 per year for a permit AND cover the costs of annual rabies shots, and in the case of dogs, the \$100 per year for ten dog tags.

As I have mentioned in the past, multiple pet households often assist in controlling overcrowding at the shelter. They do not ask for assistance and the County should not penalize people for maintaining multiple pet households.

Recommendation:

eliminate the over ten animals in a household from the requirement for a "Professional Care Permit Fee of \$200.

Eliminate the "professional Care Permit" requirement for Individuals maintaining more than ten animals

Professional Care Permits should be limited to Commercial or revenue producing non-profits and should not be required of county residents who provide sanctuary to animals in their homes. For a home owner that harbors ten animals it amounts to a \$20. per animal per year tax which is arbitrary and capricious.

Requiring residents who have ten animals on their property to allow "an animal service officer to access and inspect their property at any reasonable time", would appear to be a violation of basic property rights. The proposed ordinance clearly has sufficient language to insure that animals which are reportedly being abused (as in blatant hoarding situations) can be removed from their unsafe situations.

It would be almost impossible for a county ranch to meet the expectations required for a "professional Care Permit. Rural cats, for example, are often a first line of defense against mice, rats, and gophers . These "barn cats", often nearly ferrel, live in barns, sheds, and hay storage areas. An inspecting Officer could not - according to the ordinance - issue a "professional Care Permit" in these cases. The "owner" would be issued with a \$100 fine for being out of compliance.

Recommendation

This proposed portion of the ordinance is unwarranted, imposes exorbitant fees and fines , is basically unenforceable, and should be deleted.

Cat Colony

If a person feeds or provides water to a ferrel cat colony , does that person "become" the colony's "owner" As "owner, does he or she become liable for the cats associated with the colony? Wouldn't this defeat once of Section three's intents - which is protection from cruelty, neglect, and abuse? The proposed ordinance MUST address

the fact that there are “unowned” animals in the County and that there are people who are trying to make their lives easier.

Recommendation

Delete Cats from the proposed ordinance

Foster cats

If a pet shelter licensed in New Mexico and possessing a valid Professional Care Permit, “fosters” animals to home owners (as the Animal Shelter does on a regular basis), are these home owners going to be subject to Animal Service Officer home inspections? If the answer is yes, it would probably kill all of the foster programs currently used to effectively assist with shelter over-crowding.

In these instances, the “fosters” are “owned” by the pet shelter or animal shelter, yet they are “harbored” by the property owner. What if the property owner accepts ten “fosters”? would they too, be required to have a \$200 per year Professional Care Licence?

Recommendation

Delete reference to Cats

Barn Cats

Section 9D-2. The standards section includes an “animal Enclosure” section that cannot be met by those County Residents who keep barn cats for rodent control . These cats live in barns, sheds, and other agricultural enclosures. Any farm that keeps cats for this purpose whether it be one or more, qualifies as a commercial kennel, and would be required to apply for a Professional Care permit. This is unenforceable and adds to the notion that the proposed ordinance is unsuitable to the management of cats in Santa Fe County.

Recommendation

Delete Cats from the proposed Ordinance

Conflict with the County Land Use Code

A “professional Care Permit” requires written authorization from the Land Use Code Administrator. Presumably, the code administrator would look up the proposed activity in the Code’s Appendix B. There they would find that the only reference to animal

management is under agriculture; “Kennels and commercial dog breeding facilities”. He would also discover that many communities have specifically banned kennels. The proposed ordinance redefines “kennel” as “commercial kennel” and states that it is any place that dogs or cats are boarded, kept, or maintained”. The professional Care Permit” specifically identifies these commercial kennels, grooming parlors, pet shops, pet shelters, breeders, animal rescues, and guard dogs, as requiring a development approval from the land use manager prior to the issuance of a permit.

So then, any property owner that wishes to board, keep, or maintain cats, any property owner that wishes to create a pet shelter or an animal rescue, must first go through land use.

Land use does not have any criteria for these activities

The Land use Code is under its first six month review. These criteria should either be included in the use matrix or be clearly defined in the context of the code. Perhaps they could be included under “community Services Facility” or “institutional or Community Facility” or “social assistance, welfare, and charitable services”.

Recommendation

Delay the passage of the Animal Control ordinance until after these issues are defined in the Land Use Code. Otherwise, pet shelters animal rescues, and commercial kennels (as defined by the proposed ordinance) will not be issued a development order as a precursor to obtaining a “professional Care permit”.

Funding

Prior to the passage of this proposed Ordinance, the Board of County Commissioners should require a complete accounting of both the revenues expected from the passage of this ordinance and the probable cost. The County spends a considerable amount of money to contract animal services and a lot more to provide for Animal Services Officers under the control of the Sheriff’s department.

As the ordinance specifically directs intake of stray animals to the animal shelter, and the animal shelter requires a significant fee to take them in, there is the possibility of an element of collusion in the desire to increase revenues for both the animal shelter and the sheriff’s department. This needs to be carefully considered before this proposed ordinance is adopted.

Recommendation

Demand a full accounting before passage of the proposed Ordinance

The Pueblos of Nambe, Pojoaque, San Ildefonso, and Tesuque, as partners with Santa Fe County in the Aamodt Settlement, support the County's presentation on the Joint Powers Agreement (JPA).

The Pueblos appreciate the efforts of Commissioner Roybal, as the County's lead negotiator, and County staff with regard to negotiation of the JPA that has been presented to the Commission today.

The JPA is one component needed
to successfully implement the
Aamodt Settlement which will
benefit all residents of the
Pojoaque Basin.

The JPA is an agreement for the limited purpose of forming the entity (Regional Water Authority, "RWA") which will operate a utility (the Regional Water System, "RWS") to provide a firm, reliable water supply to all customers of the utility.

The Pueblos have worked diligently in partnership with the County for several years to address the issues and concerns of all Pojoaque valley residents and future customers of the RWS.

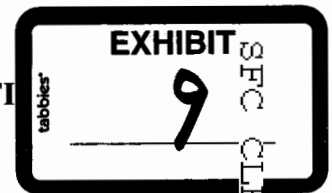
The multitude of issues the Pueblo and County have addressed in the JPA include:

- County will serve as fiscal agent for the RWA
- County will operate the RWS on behalf of the RWA
- County and State laws and rules will apply with regard to meetings, procurement etc.
- Ensuring full enforceability of the JPA
- Ensuring easements free of charge over Pueblo lands as necessary for operation and expansion of the RWS
- Providing for a super majority vote for significant expenditures or contracting decisions
- Ensuring customer participation on the RWA Board (in addition to the County citizen advisory committee established by the Cost Sharing and System Integration Agreement)

Approval of the JPA by the
Commissioner will allow the partners
to move forward on the other
important components of the Aamodt
Settlement for the benefit of all
Pojoaque valley residents.

The Pueblos urge the Commission to approve the JPA as there is much more work to be done to ensure Pojoaque valley residents receive the full benefits of the Aamodt settlement.

NORTHERN PUEBLOS TRIBUTARY WATER RIGHTS ASSOCIATION
P.O. Box 27190
Albuquerque, New Mexico 87125



Pueblo of Nambé
Pueblo of Tesuque
Pueblo of Pojoaque
Pueblo of San Ildefonso

Charles J. Dorame, Chairman, Tesuque Pueblo
Governor Phillip Perez, Vice-Chairman, Nambé Pueblo
Gabriel H. Montoya, Sr., Secretary, Pojoaque Pueblo

NPTWRA Statement to Santa Fe County Commission

As Chairman of the Northern Pueblos Tributary Water Rights Association, comprised of the Pueblo de Nambe, Pueblo de Pojoaque, Pueblo de San Ildefonso and the Pueblo de Tesuque, I would like to first thank Commissioner Roybal's participation in this process and I would especially like to thank the Santa Fe County staff for their committed efforts at working towards this Agreement. I especially appreciate the Governors and the Pueblos of San Ildefonso, Nambe, Tesuque and Pojoaque for the long hours of dedicated time and energy that they have put into the Agreement that is in front of you today. With this collaboration among all the vested parties, I urge the Santa Fe County Commission to approve and adopt the Joint Powers Agreement (JPA) among the Pueblos and the County for the operation of the Regional Water System authorized by the Aamodt Litigation Settlement Act.

The Joint Powers Agreement creates a legal entity, separate and distinct from the Pueblos and County, to operate a Regional Water Authority which will provide a firm, clean reliable water supply throughout the area served by the Regional Water System. The JPA has been carefully drafted to ensure consistent and routine operation of the system with the goal of achieving a self-sustaining water utility.

Formation of a regional water authority, by the JPA, fulfills one of many requirements to implement the Aamodt Litigation Settlement Act. While the parties have made significant progress toward full implementation of the Aamodt Settlement, adoption of the JPA to formally create a Regional Water Authority is critical to preserve the Settlement.

The current version of the JPA includes several significant provisions which the Pueblos and the County have agreed to in order to ensure a successful and effective Regional Water System. Those provisions include:

- the County will be the initial operator of the system,
- the County will be the fiscal agent for the system;
- a supermajority that includes the County is necessary for major organizational decisions; and
- the Board will include two customer members in addition to each of the governmental entities.

The Pueblos of the NPTWRA, as collaborative partners with Santa Fe County and as constituents, urge the Commission to adopt the JPA that has been negotiated over the course of the last several years and culminating in a lengthy negotiation session with Santa Fe County Commissioner Roybal on April 20, 2016 to address final issues of concern to valley citizens.

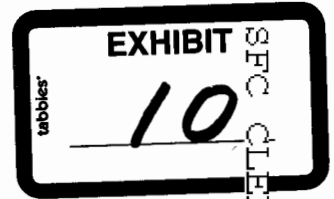
The JPA furthers the intent of the Settlement Agreement to benefit all parties by:

- bringing new water into a water short basin;
- resolving water rights for all parties;
- ensuring a firm and clean water supply for all users of the regional water system; and
- creating an opportunity to restore and protect surface supplies and the aquifer.

SFC CLERK RECORDED 11/30/2016



Office of the Governor
Pueblo of Tesuque
Route 42 Box 360-T
Santa Fe, New Mexico 87506



SFC CLERK RECORDED 11/30/2016

October 25, 2016

Re: Aamodt Water Settlement: Request for Approval of the Joint Powers Agreement

Dear Board of County Commissioners:

As Governor of the Pueblo of Tesuque, I have been honored to work with the Pueblo of Pojoaque, the Pueblo of Nambe, the Pueblo of San Ildefonso, and Santa Fe County to finalize a Joint Powers Agreement (“JPA”) to manage and operate a Regional Water Authority as a component of implementation of the Aamodt Litigation Settlement Act. Our cooperative efforts have fostered a final version of the JPA that is now before the Santa Fe Board of County Commissioners (“Commissioners”) for consideration. I respectfully request that the Commissioners approve and adopt the JPA, as submitted.

The JPA creates a legal entity that ensures consistent and routine operation of a regional water authority that will provide a firm, clean water supply throughout the area served by the authority. All parties have approached development of the JPA from a perspective that cooperation and coordination is critical to achieve a solid customer base. The five governmental entities have worked to balance the interests of all the parties as well as to include customer representation on the JPA Board of Directors.

The Pueblo of Tesuque supported agreements between the parties that Santa Fe County serve as both the fiscal agent and the operator of the system as measures to ensure initial knowledgeable and experienced operation of the regional water authority. Our agreement to the significant role for Santa Fe County illustrates our utmost willingness to support efforts to move the settlement toward full implementation.

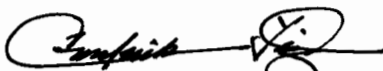
The Pueblo of Tesuque, consistent with the other Settlement parties, supports the significant benefits of the Aamodt Water Settlement. However, specifically for my Pueblo, the import of new water into the Pojoaque basin in an effort to protect the water short basin and enhance recovery of the aquifer is critical from both an environmental protection and cultural perspective. Approval and adoption of the JPA will move the Settlement Agreement implementation process closer to completion and avoid concerns of Settlement Agreement failure. Settlement Agreement failure would be a devastating result that would compromise the settlement of Pueblo water rights, fail to bring new water into the Pojoaque basin, and fail to provide a firm and clean water supply to all water users in the basin. Again, I respectfully request that the Commissioners approve and adopt the JPA, as submitted.

Phone (505) 983-2667

Fax (505) 982-2331

I would like to thank you all for your consideration of this important document that will result in significant benefits to all your constituents, Pueblo and non-Pueblo. The Pueblo looks forward to continued positive efforts to implement the Aamodt Water Settlement and other important matters that we are working on together.

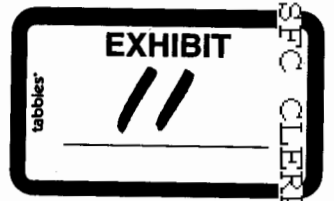
Respectfully,



Governor Frederick Vigil



est. 1300 A.D.



SFC CLERK RECORDED 11/30/2016

**STATEMENT OF PHILLIP A. PEREZ
GOVERNOR PUEBLO OF NAMBÉ
Meeting of Board of Commissioners
Santa Fe County, New Mexico
October 25, 2016**

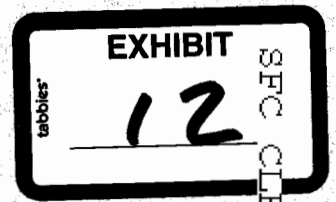
Good evening. I am Phillip A. Perez, Governor of the Pueblo of Nambé. Thank you for the opportunity to provide you with my statement of support for the Joint Powers Agreement, also known as the JPA. This document establishes procedures for the Regional Water Authority which will be made up of the four settlement Pueblos and the County of Santa Fe, all of whom are parties to the *Aamodt* settlement. Following much negotiation among the five settlement parties, we have reached agreement on the terms of the JPA. We ask that the Commissioners give their agreement to the JPA so that we may move yet another step closer to implementation of the *Aamodt* settlement, a settlement which will benefit the Pueblos as well as residents of the Nambé-Pojoaque-Tesuque Basin.

The JPA is a procedural document that establishes a board of directors that will operate the Regional Water System on a day-to-day basis. The Regional Water System will deliver water to users through the Nambé-Pojoaque-Tesuque Basin, will ensure a reliable water supply, and will alleviate the long-standing pressures of the *Aamodt* litigation. Significantly, the Regional Water System is the means by which the Pueblos will receive water to serve their permanent homelands and basin homeowners and landowners will enjoy a secure water supply. The *Aamodt* settlement, which authorizes the Regional Water System, allows all of us to receive that water without continuing to litigate in court. As a result, the Pueblos have a strong interest in reaching agreement on the JPA as an important piece of the settlement implementation. We believe the JPA represents the best efforts of the Pueblos and the County to achieve a workable outcome that will enable us to work together in the future to operate the Regional Water System. Under the JPA, the Pueblos and the County can be good partners, all working toward the common goal of providing water users in the Nambé-Pojoaque-Tesuque Basin with a safe, reliable source of water.

I urge the Commissioners to adopt the JPA.

p: 505.455.4429 f: 505.455.4457 15A NP 102 West, Nambé Pueblo, New Mexico 87506





SFC CLERK RECORDED 11/30/2016

Pueblo de San Ildefonso
Office of the Governor

SI-GC16-178

October 25, 2016

Santa Fe County Board of County Commissioners
102 Grant Avenue
Santa Fe, NM 87501

Statement Submitted: Pueblo de San Ildefonso Governor James R. Mountain to Santa Fe County Commission In Support of Negotiated Pojoaque Basin Regional Water Authority Joint Powers Agreement

Dear Santa Fe County Commission Board of Commissioners:

As the Governor of the Pueblo de San Ildefonso, and on behalf of the residents of San Ildefonso who are Santa Fe County constituents, I stand in support of this negotiated Joint Powers Agreement that creates the Regional Water Authority that will operate the Regional Water System.

I would like to make two brief points as part of my statement of support. I thank the County Commission for appointing Commissioner Roybal as the lead of the Santa Fe County team. The involvement of Commissioner Roybal in the process and the efforts of Santa Fe County staff, in addition to the commitment and work by the four Pueblos, shows the ability of all of the groups to forge consensus when the objectives are as important as clean water.

Second, the Regional Water System will provide clean, safe drinking water for those in its service area who choose to connect and receive water through it. It is an important step toward providing quality drinking water to residents in the County. Contaminated water is a threat to the health of people. Providing a safe and secure alternative is a worthwhile step for the County.

I urge the Santa Fe County Commission to support clean water for its residents by supporting this Regional Water System. I ask you to approve the Resolution authorizing the County to sign the Joint Powers Agreement.

Thank you.

James R. Mountain
GOVERNOR
Pueblo de San Ildefonso



PUEBLO OF POJOAQUE

OFFICE OF THE GOVERNOR
78 CITIES OF GOLD ROAD
SANTA FE, NEW MEXICO 87506
(505) 455-3334 FAX (505) 455-3684

GOVERNOR
Joseph M. Talachy
LIEUTENANT GOVERNOR
Jenelle C. Roybal
TRIBAL SECRETARY
Stephanie J. Crosby
TRIBAL TREASURER
Mary Ann K. Fierro



October 25, 2016

Dear County Commissioners,

As Governor of the Pueblo of Pojoaque, I want to thank Commissioner Roybal for working with the four Pueblos on the Joint Powers Agreement (JPA) which is an essential part of the implementation of the Aamodt Water Rights Settlement. I also want to thank the Santa Fe County staff for their tireless work towards this Agreement. I want to acknowledge the hard work done by my sister Pueblos of San Ildefonso, Nambe, and Tesuque to make this important JPA a reality. The Aamodt Water Rights Settlement is critical to assuring the water future for all the community of the Pojoaque Valley. We need to bring finality to the Joint Powers Agreement and ensure full implementation of the Aamodt settlement.

I join my three sister Pueblos and urge the Santa Fe County Commission to approve and adopt the JPA among the Pueblos and the County for the operation of the Regional Water System authorized by the Aamodt Litigation Settlement Act and required to ensure the success of the Aamodt Water Rights Settlement.

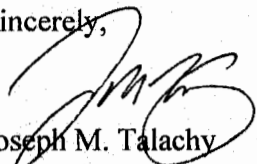
All parties of the Aamodt Settlement came together, and over the course of several years, constructed a fair and reasonable agreement. The JPA protects all parties' interests and is a strong foundational document for future operation of the Regional Water System. The Regional Water Authority created by the JPA will be an entity committed to providing safe, reliable water to the Pojoaque Valley, and the Pueblo of Pojoaque looks forward to working with all of its Settlement partners in providing this important resource for generations to come.

The Pueblo of Pojoaque was historically known as: Po-suwae-geh or Water Gathering Place. The people of my Pueblo know how important water was to our history and development as a civilization. The Pueblo is proud to continue and honor its role in providing water to all the people in this great Valley by being a Settlement party and being instrumental in forging agreements like the JPA, which will allow us to achieve the ultimate goal of a self-sustaining water utility.

SFC CLERK RECORDED 11/30/2016

Again, I urge the Santa Fe County Commission to approve the JPA and to continue our partnership in this great endeavor.

Sincerely,



Joseph M. Talachy
Governor

SFC CLERK RECORDED 11/30/2016

EXHIBIT 14

RECREATION AND PUBLIC PURPOSES ACT:

OPPORTUNITIES FOR COUNTY GOVERNMENTS



Recreation and Public Purposes Act

- The R&PP Act was created in 1954 and is administered by the BLM. The act authorizes the sale or lease of public lands for R&PP purposes to state and local governments and to qualified nonprofit organizations.



Recreation and Public Purposes Act

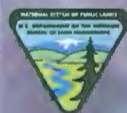
- Whether the land is to be purchased or leased, BLM classifies for purposes of the Act only the amount of lands required for efficient operation of the projects described in the applicants Plan of Development.



The Cost:

To state and local governments:

Permanent conveyance of lands for recreation or historic monument purposes are made without charge. Governments may lease lands for recreational use at no charge. Lands leased for historic monument purposes would be subject to special pricing.



The Cost:

- Special Pricing: Under special pricing schedules, purchases may be made for \$10 an acre, with a minimum price per transfer of \$50, or lands may be leased for \$2 per acre per year with a minimum annual rental of \$25.
- Regular Pricing: The rental or purchase price of land for uses that do not qualify for special pricing will be one-half of Fair Market Value (FMV). The price will be 90% of the FMV if the use is restricted to members of a particular or limited group.



Cost to Non-Profit Organizations

- ⊖ Non-Profit Organizations may lease or purchase land for uses consistent with their articles of incorporation or creating authority. The lease or purchase price is one-half of the FMV or 90% if the use is not open to the public.



Commitments

To obtain a lease, applicants must obligate themselves to the following commitments:

- ☐ Nondiscrimination
- ☐ Development and Management Plan
- ☐ Use Charges



Restricted Title

- ☐ Patents issued under the R&PP Act convey restricted title since they contain certain provisions or clauses which, if not complied with, may result in reversion of the title to the U.S.



Lease Periods/Conditions

- Lease Periods: May be for any length, but shall not exceed 20 years for a non-profit and 25 for government entities.
- Lease Terms and Conditions: Leases are issued subject to appropriate environmental and legal stipulations and contain provisions for compliance such as nondiscrimination and subject to approved Management Plan..



How to proceed:

- If interested in submitting an application, one must consult with the local BLM office prior to submitting an application.
- Consultation will cover such items as land status, application filing requirements, land use planning, and application processing steps.



Applications

- With the advice and help of the local BLM office, prospective applicants should ensure that lands to be applied for are needed to accommodate a definite project that serves an actual need and that the project meets the established criteria for such a project.

Cabezon Wilderness Study Area



APPLICATION REQUIREMENTS:

- A \$100 nonrefundable filing fee.
- Certified copy of a resolution or other evidence authorizing the filing of the application and further authorizing the signing officer to execute the application.
- Draft Development Plan and Management Plan



BLM Procedures

- After receiving an application, the BLM will:
 1. Determine conformance with Land Use Plan
 2. Review Plan of Development and Management Plan
 3. Secure the views of other agencies
 4. Check for unpatented mining claims
 5. Conduct field examinations
 6. Publish a notice to solicit view and comments



Responsibilities after Lease or Patent

- The BLM periodically reviews areas leased or sold under the Act to assure continued compliance with the terms.
 - The authorized use of the land must conform with the approved Plan of Development and Management Plan.
 - Title may be transferred to other parties only with the consent of the BLM
 - Lease termination clause



Questions?

