

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

CDRC CASE # Z/DP 14-5440
MARIPOSA HILLSIDE MASTER PLAN AMENDMENT PRELIMINARY AND FINAL
DEVELOPMENT PLAN/
MARIPOSA INC, APPLICANT

ORDER

THIS MATTER came before the Board of County Commissioners (BCC) for hearing on April 14, 2015 on the Application of Mariposa Incorporated, (Applicant), for an amendment to the Master Plan and Preliminary and Final Development Plans for the expansion of allowable uses on a 5.99 acre commercial property in accordance with the Santa Fe County Land Development Code, Ordinance No. 1996-10 (Code). The BCC, having reviewed the Application, supplemental materials, staff report, and having conducted a public hearing on the request, finds that the Application is well-taken and should be granted and makes the following findings of fact and conclusions of law:

1. The Applicant represented by their Agent, Tisha Sjostrand, President of Mariposa Inc., request an amendment to the Master Plan and Preliminary and Final Development Plans for the expansion of allowable uses on a 5.99 acre commercial property.
2. The property is located within Section 7, Township 16 North, Range 10 East, (Commission District 4), at 86B Old Las Vegas Highway.
3. The Applicant acquired the Property by warranty deed recorded as Instrument # 1667350 in the Santa Fe County Clerk's records dated April 25, 2012.

4. Notice requirements were met as per Article II § 2.4.2, of the Code. In advance of a hearing on the Application, the Applicant provided a certification of posting of notice of the hearing, confirming that public notice posting regarding the Application was made for twenty-one days on the property, beginning on January 26, 2015. Additionally, notice of hearing was published in the legal notice section of the Santa Fe New Mexican on January 26, 2015 as evidenced by a copy of that legal notice contained in the record. Receipts for certified mailing of notices of the hearing were also contained in the record for all adjacent property owners.

5. Article III, § 4.4.1.a (Design Standards and Review Criteria) states, “[t]o zone or re-zone any parcel for a commercial or industrial non-residential district a master plan shall be submitted. Submittals and procedures for master plans are set forth in Article V, § 5.2.”

6. Article V, § 5.2.1.b states:

A master plan is comprehensive in establishing the scope of a project, yet is less detailed than a development plan. It provides a means for the County Development Review Committee and the Board to review projects and the subdivider to obtain concept approval for proposed development without the necessity of expending large sums of money for the submittals required for a preliminary and final plat approval.

7. Article V, Section 5.2.1.c, explains:

A master plan submittal will consist of both plans and written reports which include the information required in 5.2.2 below. A typical submittal would include a vicinity map, a plan showing existing site data, a conceptual environmental plan with written documentation, a master plan map, a master plan report, a schematic utilities plan and the phasing schedule. Maps and reports may be combined or expanded upon at the discretion of the applicant to fit the particular development proposal as long as the relevant information is included.

1. In order to approve a master plan according to Article V, Section 5.2.4.b states:

The County Development Review Committee and Board shall consider the following criteria in making determinations and recommendations for approval or amendment of master plans:

1. Conformance to County and Extraterritorial Plan;
 2. Suitability of the site to accommodate the proposed development;
 3. Suitability of the proposed uses and intensity of development at the location;
 4. Impact to schools, adjacent lands or the County in general;
 5. Viability of proposed phases of the project to function as completed developments in the case that subsequent phases of the project are not approved or constructed;
 6. Conformance to applicable law and County ordinances in effect at the time of consideration, including required improvements and community facilities and design and/or construction standards.
8. Article V, § 7.1.3.a (Preliminary Development Plans) states, “[a] preliminary development plan may be only a phase or portion of the area covered by an approved master plan, so long as the preliminary development plan substantially conforms to the approved master plan.”
9. Article V, § 7.2.2 (Final Development Plan) states:
- The final development plan shall be submitted to the County Development Review Committee accompanied by a staff report. The County Development Review Committee shall review the plan and make a determination as to its compliance with the County General Plan and Code. The County Development Review Committee may recommend changes or additions to the plan as conditions of its approval. The final development plan as approved by the County Development Review Committee shall be filed with the County Clerk. The approved final development plan becomes the basis of development permits and for acceptance of public dedications. Any changes in the plan must be approved by the County Development Review Committee.
10. The Application satisfies the submittal requirements set forth in the Code for an amendment to the Master Plan and Preliminary and Final Development Plans to expand the allowable uses on a 5.99 acre commercial property.
11. In accordance with the Code, on February 10, 2015, 2015, the County Development Review Committee (CDRC) held a public hearing on the Application and unanimously recommended approval of the Application, 6-0.
12. The review comments from State Agencies and County staff have established that this Application is in compliance with all State Agency and County Staff requirements:

- a. The New Mexico Department of Transportation (NMDOT) reviewed the Application and gave approval of the proposed development because the development will have no impact on the NMDOT transportation system.
 - b. The Santa Fe County Fire Prevention Division reviewed this Application and recommends approval subject to the following conditions:
 - i. Curbs or signage adjacent to the building, fire hydrant, entrances and landscape medians in traffic flow shall be appropriately marked;
 - ii. The driveway and parking area incorporates an area for emergency vehicle purposes;
 - iii. A 10,000 gallon cistern and draft hydrant is in place, tested, approved and is operable; and
 - iv. This business occupancy has had annual fire inspections completed by the Santa Fe County Fire Prevention Division.
 - c. New Mexico Environment Department (NMED) reviewed the application, and granted a permit allowing construction of the proposed, modified septic system, (permit #SF15-0017). The NMED's granting of the permit demonstrates NMED's recognition that the Applicant is in compliance with the required NMED regulations.
 - d. The Application meets Ordinance No. 2008-10 (Flood Damage Prevention and Stormwater Management) for Master Plan Zoning. The property contains slopes of 0-20%, and the project is not located within a designated FEMA Special Flood Hazard Area.
 - e. The Application for Master Plan Zoning for Mariposa Hillside is in conformance with Article VII, § 3 (Terrain Management), of the Code.
13. Tisha Sjostrand, Agent/Applicant spoke on behalf of Mariposa Hillside in support of the Application.
14. No members of the public commented in favor of or in opposition to the Application.

15. Staff recommended, and Applicant agreed to, approval of the Application with the following conditions:

- a) The Applicant shall comply with all review agency comments and conditions as per Article V, § 7.1.3.c.
- b) Master Plan and Development Plan with appropriate signatures, shall be recorded with the County Clerk as per Article V, § 5.2.5.
- c) The Applicant must connect to County/City water when it becomes available.
- d) This development will be subject to Water Conservation Covenants. Water conservation Covenants shall be recorded with the Master Plan/Development Plan.

16. The Applicant met the approval requirements for an amendment to the Master Plan and Preliminary and Final Development Plans to expand the allowable uses on the 5.99 acre commercial property by meeting the State and County approval requirements and meeting the submission requirements in compliance with the Code.

WHEREFORE the Board of County Commissioners of Santa Fe County hereby approves the request for an amendment to the Master Plan, and Preliminary and Final Development Plan to expand the allowable uses on a 5.99 acre commercial property. The approval is subject to the conditions set forth in paragraph 15. The motion to approve the Application passed by a 4-0 vote; Commissioners Roybal, Anaya, Holian, and Stefanics were present and voted, while Commissioner Chavez recused himself.

IT IS SO ORDERED:

This Order was approved by the Board of County Commissioners of Santa Fe County on this ___ day of _____, 2015.

THE BOARD OF COUNTY COMMISSIONERS OF SANTA FE COUNTY:

enhance our system. So if there's no other discussion or comments.

The motion passed by unanimous (5-0) voice vote.

- VII. A. 3. **CDRC CASE # ZA/PDP/FDP 14-5440 Mariposa/Hillside.**
Mariposa Incorporated, Applicant, Tisha Sjostrand, Agent,
Request a Master Plan Amendment to an Existing Zoning
Approval and Preliminary and Final Development Plan to
Allow the Expansion of Commercial use of a Property on 5.99
Acres. The Property is Located at 86B Old Las Vegas
Highway, within Section 7, Township 16 North, Range 10 East
(Commission District 4)

JOHN LOVATO: Thank you, Mr. Chair. Mariposa Incorporated, Applicant, Tisha Sjostrand, Agent, request a Master Plan Amendment to an existing Zoning approval, and Preliminary and Final Development Plan for the expansion of allowable uses on a commercial property of 5.99 acres. The property is located at 86B Old Las Vegas Highway, within Section 7, Township 16 North, Range 10 East, Commission District 4.

On February 10, 2015, the CDRC met and acted on this case. The decision of the CDRC was to recommend approval of the request for a Master Plan Amendment and Preliminary and Final Development Plan approval for the expansion of allowable uses subject to staff conditions by a 6-0 vote. On November 30, 1999, the Extraterritorial Zoning Authority granted Master Plan Approval for retail sales, plant and garden accessories, greenhouse, and a caretaker's residence, with a variance of the required separation between commercial districts. On April 13, 2000, the Extraterritorial Zoning Commission recommended Development Plan approval for a 5,500 square foot retail plant store for indoor/outdoor plants, including a greenhouse, a 4,700 square foot retail garden accessory store and a 1,500 square foot caretaker residence.

Approved uses on the property included a garden and retail center operated by Woodridge, LLC conducting business as Tropic of Capricorn. Operations included home décor, retail plants, horticulture supplies, season decorations, art shows, an educational facility, and consignment items. A total of 7,200 square feet was constructed out of the total approved 11,700 square feet.

The Applicant now requests a Master Plan Amendment, Preliminary and Final Development Plan approval for the expansion of the allowable uses to include retail sales, a greenhouse, restaurant serving alcohol, indoor/outdoor art and farmers market, lecture, and an educational and neighborhood community use on 5.99 acres.

Growth Management staff have reviewed this Application for compliance with pertinent Code requirements and finds the project is in compliance with County criteria for this type of request.

Staff recommendation: Staff recommendation and the decision of the CDRC was to recommended approval of the Applicant's request for Master Plan Amendment, Preliminary and Final Development Plan Approval with the following conditions. Mr. Chair, may I enter those conditions into the record?

CHAIR ANAYA: Yes, you may.

[The conditions are as follows:]

1. The Applicant shall comply with all review agency comments and conditions as per Article V, § 7.1.3.c.
2. Master Plan and Development Plan with appropriate signatures, shall be recorded with the County Clerk as per Article V, § 5.2.5.
3. The Applicant must connect to County/City water when it becomes available.
4. This development will be subject to Water Conservation Covenants. Water conservation Covenants shall be recorded with the Master Plan/Development Plan.
5. Existing signage must be brought into compliance with code requirements prior to recordation of the Master Plan/Development Plan.

Thank you, Mr. Chair, and I stand for any questions.

CHAIR ANAYA: Are there any questions of staff? Seeing none, is the applicant present? If you'd state your name, be sworn in and your address. Thank you.

[Duly sworn, Tisha Sjostrand testified as follows:]

TISHA SJOSTRAND: My name is Tisha Sjostrand. My address, 2126 Pam y Eutilia, Santa Fe, New Mexico 87507. Thank you. Mr. Chair, Commissioners, thank you so much for hearing this today. I'd like to tell you a little bit about what we're doing. We started out, three of us bought this space and wanted to create an art facility for local artists to have access the community here. We found that folks who live here who are artists don't have the access that a lot of other folks do.

When we opened we found that not only artists showed up but many other community members showed up. We opened space for a conference room. We have different non-profits who come in and meet. We have Beneficial Farms that uses it as kind of a home base for their CSA. We lost Steve; he was going to speak for us today. And so what we found is people want to be in the space. They like to eat there, they want to be there, they want to be part of it and not just buy things there. So that's what we're looking for, is to have that expansion to allow for those uses.

And I will ask that – the one thing that I've noticed, the big problem in the community is the sign and it's a small sign according to the road that we're on. It's a very large sign according to the County. It was the original – the sign that is there, it's part of the recommendation that the sign be looked at and it was originally approved when we bought the building. I have had the state – we're 100 yards from Old Las Vegas Highway and that land is owned by the state. And so our sign is a few feet from our property line, but that property line is still 100 feet from the road. So what I've done is I have invited – I had the state come in. I have a stop sign ahead put up. I asked him to come and let us know what we could do for landscaping. We pulled out all the trees and landscaping, clean it up a lot. I've asked for a blue sign on the highway. They have not responded to many emails that I've sent for a blue sign for a safety. But what I'm asking for is if there is any way to look at the sign issue, because I know that from the community members, they walk in all the time upset about our sign. It's not big enough. They can't see it. It's a safety concern. So that's the only little thing I have, and tomorrow I'm going to have to ask for a variance if it doesn't get worked out here.

CHAIR ANAYA: Commissioner Chavez.

COMMISSIONER CHAVEZ: Thank you, Mr. Chair, members of the County Commission and public. I don't know if this constitutes a conflict of interest or not but I am one of the artists that has participated in this business model where they do support local artists and craftsmen. It's fee-based. You pay a percentage for your commission. I've done demonstrations there, which is also part of the business plan. And so based on that, if I need to recuse myself I will but I wanted to disclose the nature of the perceived conflict of interest. And so I'll note that for the record and look for direction from our County Attorney if I could. And I apologize for not mentioning this earlier but this is the opportunity that I have now to bring it to our attention.

MR. SHAFFER: Mr. Chair, Commissioner Chavez, I would just I guess note the following by way of general advice. Ultimately, under the Santa Fe County Code of Conduct it's for individual members and the Board of County Commissioners to police perceived conflicts of interest and ultimately, if there is an issue that's not resolved at that level it could result in potential complaints being filed with the Ethics Board. Having said all of that I think having disclosed it on the record a case can be made that better to recuse yourself and avoid the potential appearance of impropriety even if the recusal is not strictly speaking necessary under the Code of Conduct. I hope that that is helpful to you.

COMMISSIONER CHAVEZ: I appreciate that and I think it gives me that comfort zone and I don't want to work against a business model like this because I know it does benefit local artists and craftsman. They're trying to focus on hand-made items. It's very affordable. It's a co-op model. I think it's a good model and I hope they're successful. And so having said that I will then recuse myself at this point and not participate any further in the discussion.

CHAIR ANAYA: So Commissioner Chavez, I respect that and that's your prerogative and your choice. I would say though that we just approved a case previously that dealt with spirits and we've had other land use cases where we utilize or pay a fee to utilize those services. So frankly, I don't think there is any conflict from my perspective. I respect what you did but I think there are establishments, eating establishments and otherwise that we've made approvals on that we frequent to pay for a service or pay for food and don't see what you did any different than that. But I just say that on the record because I know we do our ordinance in the spirit of being above board and transparent but sometimes I think we get a little bit too paranoid and for lack of a better word, but I respect what you said but I just wanted to say that on the record.

COMMISSIONER CHAVEZ: I appreciate that, Mr. Chair, and I guess I just wanted to err on the side of caution and not having anything come back on us later.

CHAIR ANAYA: Thanks, Commissioner Chavez. Is there any other questions of the applicant? Commissioner Holian.

COMMISSIONER HOLIAN: Thank you, Mr. Chair. Thank you for your presentation. I just wanted to ask you, in the packet you mentioned that you might have a farmers market. How would that work? Or are you referring to the CSA?

MS. SJOSTRAND: It's the CSA. Jose suggested when I did this to really cover everything we're doing. And so it's not - it's allowing the CSA to really have a full-time space. So there wouldn't be a variety of farmers or anything like that. They are one - they work with many but they are one. And so it's just working with them.

COMMISSIONER HOLIAN: And how does one sign up for the CSA?

MS. SJOSTRAND: So, you can get online. It's an online grocery, kind of, and you [inaudible] It's online Beneficial Farms and it's 25 – you put so much in the account and then they give you \$25 worth of local food that's in season and then you can get online and order cheeses and meats that are local as well, and then that comes special.

COMMISSIONER HOLIAN: Do you choose what you want every week in season?

MS. SJOSTRAND: That's the problem, is that you only get what they have. What they do give you a choice of is being able to switch out, so if there's kale this week and you want chard, you switch that with somebody and they grab that, so there's a basket, but not a lot because we're back to New Mexico and not having a lot of choices, as far as what's growing in season.

COMMISSIONER HOLIAN: Okay. The other question I wanted to ask is with regard to the sign issue. Have you seen the staff conditions in here, or the staff recommendations in the packet?

MS. SJOSTRAND: I have.

COMMISSIONER HOLIAN: How would you recommend that condition #5 be changed? That's about the – it says existing signage must be brought into compliance with code requirements. What is your recommendation about their recommendations?

MS. SJOSTRAND: My recommendation is that we move the sign and keep it the same size only move it closer to my road. The size – and I'm not even sure that that will work, honestly. My thought is that if we could just leave the sign and I can – the state will not let us put a sign up, so we can mow down the state's land and put a parking lot up but I can't put a sign. But we can do some type of a water feature, which is what I was thinking. Because I think at the end of the day, regardless of our sign, we're fighting the landscape and the landscape is just bigger than the sign. So we could get a monster sign and it may not really solve the problem. My fear is having to pull down the only real sign we have. So my solution is let's leave it. Let me figure out some other way to do it.

COMMISSIONER HOLIAN: So solution is right now is to leave that condition off and then you can work with Land Use in trying to work out a better way.

MS. SJOSTRAND: Yes, that's kind of how I feel. It's a safety issue, frankly. If we can. And if I have to tear it down I'll tear it down.

COMMISSIONER HOLIAN: Okay.

CHAIR ANAYA: Are there any other questions of the applicant? Seeing none, this is a public hearing. Is there anybody here that would like to speak in favor or against this application? Is there anyone here that would like to speak in favor or against this application. Seeing none, the public hearing is closed. What's the pleasure of the Board?

COMMISSIONER HOLIAN: Mr. Chair.

CHAIR ANAYA: Commissioner Holian.

COMMISSIONER HOLIAN: I think that the expansion that you've proposed is a really positive step forward for both your business and for the community. It really is a community center now.

MS. SJOSTRAND: It is a center. It's a modern day center. I say that a lot. I wish I could get County funding.

COMMISSIONER HOLIAN: So in any event, I would like to move for approval of CDRC Case Z/DP 14-5440, Mariposa Hillside master plan amendment as well as preliminary and final development plan, with staff recommendations except for the removal of #5.

CHAIR ANAYA: There's a motion.

COMMISSIONER ROYBAL: Second.

CHAIR ANAYA: There's a motion. There's a second from Commissioner Roybal. Any discussion? Seeing none.

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

CHAIR ANAYA: Thank you.

MS. SJOSTRAND: Thank you so much and I'd like to say I really appreciate staff. They've been very helpful through this. Incredibly helpful.

VICKI LUCERO (Building & Development Services): Mr. Chair.

CHAIR ANAYA: Ms. Lucero.

MS. LUCERO: If I could interject, the applicant for case number 7, V/ZA/S 10-5352, Rio Santa Fe Business Park, the applicant has requested that this case be tabled.

CHAIR ANAYA: That's case 7, V/ZA 10-5352?

MS. LUCERO: That's correct, Mr. Chair.

CHAIR ANAYA: Is there a motion to table?

COMMISSIONER HOLIAN: So moved.

COMMISSIONER STEFANICS: Second.

CHAIR ANAYA: Motion to table, Commissioner Holian, second.

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

- VII. A. 4. CDRC CASE # V 14-5500 Virginia Gould & Lauri Hakola Variance. Virginia Gould and Lauri Hakola, Applicants, Request a Variance of Article III, § 10 (Lot Size Requirements) of the Land Development Code, to Allow a Land Division of 20 Acres into Two Lots. The Property is Located at 106 Old Cañoncito Road, within Section 12, Township 15 North, Range 10 East, (Commission District 4)

MR. LOVATO: Yes, Mr. Chair. Virginia Gould and James Lauri Hakola, Applicants, request a variance of Santa Fe County Ordinance 1996-10, the Land Development Code, Article III, § 10, Lot Size Requirements, to allow a Land Division of 20 acres into two lots; one lot consisting of 13.379 acres and one consisting of 6.621 acres. The property is located at 106 Old Cañoncito Road, Within Section 12, Township

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

MEMORANDUM

To: Santa Fe County Board of County Commissioners

Through: Katherine Miller, County Manager
Rachel O'Connor, Community Services Department Director

From: Patricia Boies, Health Services Division, Community Services Department

Date: July 14, 2015

Re: Approval of County Health Care Assistance Claims in the Amount of \$79,417.00
(Community Services Department/Patricia Boies)

ISSUE:

Approval of County Health Care Assistance claims in the amount of \$79,417.00.

BACKGROUND:

The BCC has approved funding for the County Health Care Assistance Program, to fund community-based providers. The Health Care Assistance Program has processed claims this month in the amount of \$79,417.00, as indicated on the Presentation of Claims document.

RECOMMENDATION:

We recommend the approval of County Health Care Assistance claims in the amount of \$79,417.00.

07/28/15

**Santa Fe County Health Care Assistance Program
Presentation of Claims for Approval
July 28,2015**

	<u># Claims</u>	<u>Amount</u>
COMMUNITY-BASED PROVIDERS		
La Familia Medical Center	394	\$62,422.00
Southwest Care Center/Women's Health	7	\$980.00
Ortiz Mountain Health Center, Cerrillos		
El Centro of Northern New Mexico	1	\$55.00
First Choice Community Health, Edgewood		
Pecos Valley Medical Center, Pecos		
Santa Fe Recovery Center	3	\$15,960.00
Life Link		
Hoy Recovery Program, Espanola		
Millennium Treatment Services		
City of Santa Fe Ambulance Services		
Santa Fe County Fire Department		
Espanola Hospital Ambulance		
Total	405	\$79,417.00

Santa Fe County Health Care Assistance Fund Community-Based Providers
Fiscal Year 2015

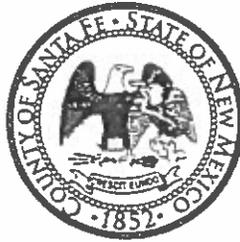
28-Jul-15

Provider Name	FY 16 Allocated Funding	Claims from FY15 Approved Through June 30, 2015	Claims from FY15 Presented July 28, 2015	Claims from FY 16	FY 16 Remaining Balance	% Remaining
Primary Care Providers						
La Familia Medical Center	390,000.00	299,165.00	62,422.00		327,578.00	84%
SW Care/Women's Health Services	24,000.00	23,679.69	980.00		23,020.00	96%
EI Centro of Northern of NM	3,500.00	3,199.00	55.00		3,445.00	98%
First Choice Healthcare	500.00				500.00	100%
Pecos Valley Medical Center	3,000.00				3,000.00	100%
Total Primary Care Providers	420,000.00	326,043.69	63,457.00		356,543.00	85%
Substance Abuse Treatment Providers						
Santa Fe Recovery Center	395,000.00	236,050.00	15,960.00		379,040.00	96%
Life Link		64.00				
Hoy Recovery Program	10,000.00				10,000.00	100%
Total Substance Abuse Treatment Providers	405,000.00	236,114.00	15,960.00		389,040.00	96%
Mental Health Providers						
Life Link	20,000.00	128.00			20,000.00	100%
Total Mental Health Providers	20,000.00	128.00			20,000.00	100%
Ambulance Providers						
City of Santa Fe Ambulance Services	7,000.00				7,000.00	100%
Santa Fe County Fire Department	7,000.00				7,000.00	100%
Espanola Hospital Ambulance	1,000.00				1,000.00	100%
Total Ambulance Providers	15,000.00				15,000.00	100%
Contingency	10,000.00				10,000.00	100%
Total Health Care Assistance Provider Claims	870,000.00	562,285.69	79,417.00		790,583.00	91%
UNM Health Sciences Center (FY 2014 Funding)						
Cremations (Under Separate Cover)	30,000.00	19,200.00			30,000.00	100%
Grand Total	900,000	581,485.69	79,417.00		820,583.00	91%

Henry Roybal
Commissioner, District 1

Miguel Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

DATE: *June 18, 2015*

TO: *Board of County Commissioners*

FROM: *Adam Leigland, Public Works Department Director*

VIA: *Katherine Miller, County Manager*

ITEM AND ISSUE: BCC Meeting July 28, 2015
Renew New Mexico State Land Office Agricultural Lease for Thornton Ranch Open Space, Lease No. GO2406. (Public Works/Agnes Leyba-Cruz)

SUMMARY:

The action requested is the renewal of the agricultural lease from the New Mexico State Land Office Commissioner of Public Lands on 320 acres adjacent to Santa Fe County's Thornton Ranch Open Space.

BACKGROUND:

In 2000 Santa Fe County purchased 780 acres from Mr. Gene Thornton that included Petroglyph Hill under the Open Space and Trails Program. Under the purchase agreement, Mr. Thornton transferred the leasehold interest 320 acres of adjacent State Trust Land to the County. The County has maintained the agricultural lease on the State Trust Land since acquiring the property and manages the lease as part of the Thornton Ranch Open Space. The lease must be renewed every 5 years. The current lease expires September 30, 2015.

Last year the State Land Office (SLO) renewed the lease for a period of one year to allow the parties to determine the appropriate lease for the proposed purpose. Staff has been consulting with the SLO over the last several months concerning the development of the Master Plan for the Thornton Ranch Open Space. The SLO property is a significant inholding between the southern boundary of the County open space and the BNSF Railroad. The property is integral to the management of the cultural resources associated with Petroglyph Hill and development of recreational trails within the open space. The SLO has advised the County to submit an application to renew the current agricultural lease, and in addition, to submit an application for a Business Lease for the 320 acres in order to construct the proposed trail network through the property and allow public access. The SLO recommended that the County maintain both an agricultural lease and a business lease on the property to give the county the most control over the use and management of the property.

The agricultural lease renewal application is due to the SLO no later than August 3, 2015. The term of the agricultural lease is 5 years with an expiration of September 30, 2020.

Staff is in the process of preparing the application for the Business Lease and will present it to the Board of County Commissioners for approval at a future meeting.

ACTION REQUESTED:

Approval of agricultural lease, GO2406, from the New Mexico State Land Office Commissioner of Public Lands for Thornton Ranch Open Space.

NEW MEXICO STATE LAND OFFICE
COMMISSIONER OF PUBLIC LANDS
NEW MEXICO STATE LAND OFFICE BUILDING
P.O. BOX 1148, SANTA FE, NM 87504-1148

AGRICULTURAL LEASE

LEASE NO. G02406

THIS LEASE, DATED OCTOBER 01, 2015 , IS ENTERED INTO BY AND BETWEEN THE COMMISSIONER OF PUBLIC LANDS, NEW MEXICO STATE LAND OFFICE, STATE OF NEW MEXICO, HEREINAFTER CALLED "LESSOR" AND:

COUNTY OF SANTA FE, NEW MEXICO

HEREINAFTER CALLED "LESSEE(S)", WHOSE ADDRESS OF RECORD IS:

OPEN SPACE & TRAILS PROGRAM
P. O. BOX 276
SANTA FE, NM 87504-0276

LESSOR AND LESSEE AGREE AND COVENANT AS FOLLOWS:

1. LEASE.

FOR AND IN CONSIDERATION OF AND SUBJECT TO THE RENTALS AND THE TERMS, COVENANTS, CONDITIONS, AGREEMENTS, OBLIGATIONS, AND RESERVATIONS CONTAINED IN THIS LEASE AND ALL OTHER EXISTING RIGHTS, LESSOR GRANTS AND LEASES TO LESSEE AND LESSEE TAKES FROM LESSOR THE TRACT(S) OF LAND DESCRIBED IN EXHIBIT A, ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE. THIS LEASE IS GOVERNED BY 19.2.8 NMAC (RULE 8).

2. TERM.

THE TERM OF THIS LEASE SHALL BEGIN ON OCTOBER 01, 2015 AND SHALL EXPIRE AT MIDNIGHT SEPTEMBER 30, 2020.

3. RENT.

THE ANNUAL RENTAL SHALL NOT BE LESS THAN THE MINIMUM RENTAL ESTABLISHED BY SECTION 19-7-29 NMSA 1978 AND SHALL BE PAID IN ADVANCE FOR EACH LEASE YEAR AND RECEIVED IN THE STATE LAND OFFICE ON OR BEFORE OCTOBER 1. THE ANNUAL RENTAL FOR GRAZING LAND SHALL BE DETERMINED AS FOLLOWS : $ANNUAL\ RENTAL = BASE\ VALUE \times CARRYING\ CAPACITY \times ACREAGE \times ECONOMIC\ VARIABLE\ INDEX\ (EVI)$, AS DEFINED BY SLO RULE 8 "RELATING TO AGRICULTURAL LEASES" (19 N.M.A.C. 3, SLO 8.11). IN NO EVENT SHALL THE PRODUCT OF THE APPLICATION OF THE EVI, FOR EACH SUCCESSIVE YEAR OF THE LEASE TERM, BE DECREASED OR INCREASED BY MORE THAN THIRTY-THREE AND ONE-THIRD PERCENT. IN THE CASE OF GRAZING RENTAL OFFERS ON OPEN ACREAGE OR PURSUANT TO COMPETITIVE BID, LESSOR MAY ACCEPT GREATER RENTAL AMOUNTS THAN THOSE DETERMINED BY THE FOREGOING FORMULA, BUT THE ANNUAL GRAZING RENTAL DUE IN ANY LEASE YEAR SHALL NOT BE LESS THAN THE FORMULA AMOUNT. THE ANNUAL RENTAL FOR CULTIVATED LAND, ASSOCIATED LAND AND CONSERVATION RESERVE PROGRAM LAND SHALL BE DETERMINED BY LESSOR AND SHALL REMAIN UNCHANGED DURING THE TERM OF THE LEASE. THE TYPE OF LAND HEREBY LEASED AND THE ANNUAL RENTAL AMOUNT FOR THIS LEASE SHALL BE AS SET OUT IN EXHIBIT A HEREIN.

4. PERMITTED USE.

LESSEE MAY USE THE LEASED PREMISES ONLY FOR SUCH OPERATIONS AND ACTIVITIES AS ARE NECESSARY TO CARRY OUT THE PURPOSES FOR WHICH THE LEASE IS GRANTED AS SPECIFIED IN EXHIBIT A, AND IN ORDER TO COMPLY WITH ALL APPLICABLE PROVISIONS OF LAW REGARDING THE

CARE AND PROTECTION OF THE LEASED PREMISES.

5. LIEN.

AS SECURITY FOR THE PAYMENT OF ANY RENT THAT IS OR MAY BECOME DUE AND UNPAID, LESSEE GRANTS TO LESSOR A FIRST AND PRIOR LIEN UPON ANY AND ALL IMPROVEMENTS AND CROPS ON THE LEASED PREMISES.

6. IMPROVEMENTS.

NO IMPROVEMENTS, EXCEPT AS OTHERWISE PROVIDED BY LAW, SHALL BE PLACED ON THE LEASED PREMISES WITHOUT THE PRIOR WRITTEN CONSENT OF THE LESSOR. ALL IMPROVEMENTS PLACED ON THE LEASED PREMISES IN VIOLATION OF THIS PARAGRAPH SHALL BE CONSIDERED AND TREATED AS UNAUTHORIZED IMPROVEMENTS IN ACCORDANCE WITH THE APPLICABLE LAWS AND RULES.

7. ASSIGNMENT, SUBLEASE AND RELINQUISHMENT.

LESSEE SHALL NOT ASSIGN OR SUBLEASE THE LEASED PREMISES OR THE IMPROVEMENTS ON SAID PREMISES WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR AND SUCH OTHER REQUIREMENTS AS PRESCRIBED BY LAW OR RULE. AS PROVIDED BY LAW AND RULE ANY LEASE, IN GOOD STANDING, MAY BE RELINQUISHED TO THE STATE. UPON RELINQUISHMENT HOWEVER, THE LESSEE SHALL NOT BE ENTITLED TO A REFUND OF RENTALS PREVIOUSLY OWING AND PAID.

8. COLLATERAL ASSIGNMENTS.

ANY AGRICULTURAL LEASE MAY BE ASSIGNED AS COLLATERAL SECURITY SUBJECT TO THE EXPRESS WRITTEN CONSENT OF THE LESSOR AND SUCH OTHER TERMS AND CONDITIONS AS PRESCRIBED BY LAW OR RULE. THE APPROVAL OF A COLLATERAL ASSIGNMENT, HOWEVER, SHALL NOT PREVENT THE CANCELLATION OF THE LEASE AND TERMINATION OF THE COLLATERAL ASSIGNMENT FOR THE NONPAYMENT OF RENTALS OR OTHER VIOLATIONS OF THE LEASE TERMS.

9. DEFAULT AND CANCELLATION.

THE VIOLATION BY LESSEE OF ANY OF THE TERMS, CONDITIONS, OR COVENANTS OF THIS LEASE OR THE NONPAYMENT BY LESSEE OF THE RENT DUE UNDER THIS LEASE SHALL AT THE OPTION OF THE COMMISSIONER BE CONSIDERED A DEFAULT AND SHALL CAUSE THE CANCELLATION OF THIS LEASE 30 DAYS AFTER LESSOR HAS SENT WRITTEN NOTICE OF SUCH DEFAULT TO THE LESSEE AND TO ANY HOLDERS OF COLLATERAL ASSIGNMENTS BY REGISTERED MAIL, ADDRESSED TO THE POST OFFICE ADDRESS OF RECORD, PROVIDED, HOWEVER, IF WITHIN THE THIRTY DAYS THE LESSEE OR HOLDERS OF ANY COLLATERAL ASSIGNMENTS SHALL COMPLY WITH THE DEMAND MADE IN THE NOTICE, CANCELLATION SHALL NOT BE MADE.

10. RENEWAL.

ANY LESSEE WHO DESIRES TO SECURE A NEW LEASE SHALL MAKE AND FILE AN APPLICATION WITH THE LESSOR ON OR BEFORE AUGUST 1 NEXT PRECEDING THE EXPIRATION OF THIS LEASE. THE RIGHT OF RENEWAL SHALL BE SUBJECT TO SUCH TERMS AND CONDITIONS AS PROVIDED FOR BY LAW AND RULE.

11. RESERVATIONS.

A. LESSOR RESERVES THE RIGHT TO EXECUTE LEASES ON THE LAND GRANTED BY THIS LEASE FOR MINING PURPOSES AND FOR THE EXTRACTION OF OIL, GAS, SALT, GEOTHERMAL RESOURCES, AND OTHER MINERAL DEPOSITS THEREFROM AND THE RIGHT TO GO UPON, EXPLORE FOR, MINE, REMOVE AND SELL SAME. LESSOR FURTHER RESERVES THE RIGHT TO SELL OR DISPOSE OF NATURAL SURFACE PRODUCTS OF SAID LANDS OTHER THAN GRAZING, AGRICULTURAL OR HORTI-

CULTURAL PRODUCTS AND TO GRANT SUCH OTHER RIGHTS-OF-WAY AND EASEMENTS AS PROVIDED BY LAW.

- B. LESSOR RESERVES THE RIGHT TO WITHDRAW PURSUANT TO RULE, UP TO 640 ACRES, BUT IN NO CASE MORE THAN HALF, OF THE LAND HELD BY THIS LEASE.

12. COMPLIANCE WITH LAWS.

LESSEE SHALL AT ITS OWN EXPENSE FULLY COMPLY WITH AND BE SUBJECT TO ALL LAWS, REGULATIONS, RULES, ORDINANCES, AND REQUIREMENTS OF LESSOR AND APPLICABLE CITY, COUNTY, STATE AND FEDERAL AUTHORITIES AND AGENCIES WHICH HAVE BEEN OR MAY BE ENACTED OR PROMULGATED, IN ALL MATTERS AND THINGS AFFECTING THE LEASED PREMISES AND OPERATIONS THEREON. SUCH OTHER AGENCIES SHALL NOT BE DEEMED THIRD PARTY BENEFICIARIES UNDER THIS LEASE.

13. HOLD HARMLESS.

LESSEE SHALL SAVE AND HOLD HARMLESS, INDEMNIFY AND DEFEND LESSOR AND THE STATE OF NEW MEXICO, AND THEIR AGENT OR AGENTS, IN THEIR OFFICIAL AND INDIVIDUAL CAPACITIES, OF AND FROM ANY AND ALL LIABILITY CLAIMS, LOSSES, OR DAMAGES ARISING OUT OF OR ALLEGED TO ARISE OUT OF OR INDIRECTLY CONNECTED WITH THE OPERATIONS OF LESSEE UNDER THIS LEASE, OFF OR ON THE LEASED PREMISES OR ARISING OUT OF THE PRESENCE ON THE LEASED PREMISES OF ANY AGENT, CONTRACTOR OR SUBCONTRACTOR OF LESSEE.

14. AMENDMENT.

THIS LEASE SHALL NOT BE ALTERED, CHANGED OR AMENDED EXCEPT BY INSTRUMENT IN WRITING EXECUTED BY LESSOR AND LESSEE.

15. WAIVER.

NO WAIVER OF ANY BREACH OR DEFAULT BY LESSEE OF ANY OF THE TERMS, CONDITIONS OR COVENANTS OF THIS LEASE SHALL BE HELD TO BE A WAIVER OF ANY SUBSEQUENT BREACH. NO WAIVER SHALL BE VALID OR BINDING UNLESS THE SAME IS IN WRITING AND SIGNED BY LESSOR.

16. DELINQUENT RENTAL.

ALL RENTAL PAYMENTS RECEIVED AFTER OCTOBER 1 OF EACH YEAR SHALL BE CONSIDERED DELINQUENT AND SHALL BE SUBJECT TO THE PAYMENT OF INTEREST AT A RATE OF ONE PERCENT (1%) A MONTH FOR ANY FRACTION OF A MONTH. INTEREST SHALL ACCRUE FROM THE DATE THE PAYMENT BECOMES DUE.

17. APPLICABLE LAW.

THIS LEASE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW MEXICO.

18. SUCCESSORS IN INTEREST.

ALL TERMS, CONDITIONS AND COVENANTS IN THIS LEASE SHALL EXTEND TO AND BIND THE HEIRS, ASSIGNS, AGENTS, ATTORNEYS, CONTRACTORS AND SUCCESSORS IN INTEREST OF LESSOR AND LESSEE.

19. CARRYING CAPACITY REEVALUATION.

THE LESSOR RESERVES THE RIGHT DURING THE TERM OF THIS LEASE, AND UPON THE LESSOR'S DISCRETION, TO CONDUCT CARRYING CAPACITY REEVALUATIONS AND MAKE THE NECESSARY ADJUSTMENTS TO THE LEASE AND RENTAL AS MAY BE REQUIRED.

20. SURFACE DAMAGES NOTIFICATION.

PURSUANT TO 19.2.8.21 NMAC, IF LESSEE IS INVOLVED IN LITIGATION WITH ANY OTHER PERSON OR ENTITY FOR DAMAGES CONNECTED WITH THEIR LEASED TRUST LAND, LESSEE MUST NOTIFY THE COMMISSIONER AS SOON AS PRACTICABLE. THIS NOTICE REQUIREMENT DOES NOT APPLY TO LITIGATION INVOLVING ONLY THE LESSEE'S PERSONAL OR REAL PROPERTY.

I/WE CERTIFY THAT I/WE ARE THE LESSEE(S) REFERENCED ON THE FACE PAGE OF THIS LEASE.

LESSEE SIGNATURE _____ (_____) TELEPHONE _____

LESSEE SIGNATURE _____ (_____) TELEPHONE _____

LESSOR-COMMISSIONER OF PUBLIC LANDS

ACKNOWLEDGMENTS
NATURAL PERSON(S)

STATE OF NEW MEXICO)
)
COUNTY OF _____)
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 20____,
BY _____
(NAME OF LESSEE ACKNOWLEDGED)

MY COMMISSION EXPIRES: _____
NOTARY PUBLIC

PARTNERSHIP

STATE OF NEW MEXICO)
)
COUNTY OF _____)
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 20____,
BY _____
(NAME OF PERSON ACKNOWLEDGED)
PARTNER(S) ON BEHALF OF _____, A PARTNERSHIP.

MY COMMISSION EXPIRES: _____
NOTARY PUBLIC

CORPORATION

STATE OF NEW MEXICO)
)
COUNTY OF _____)
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 20____,
BY _____, _____ OF
(NAME OF OFFICER) (TITLE OF OFFICER)

_____ A _____ CORPORATION, ON BEHALF
(CORPORATION NAME)
OF SAID CORPORATION.

MY COMMISSION EXPIRES: _____
NOTARY PUBLIC

NEW MEXICO STATE LAND OFFICE

APPRAISEMENT OF GRAZING AND AGRICULTURAL LANDS

COMMISSIONER OF PUBLIC LANDS
NEW MEXICO STATE LAND OFFICE BUILDING
PO BOX 1148, SANTA FE, NEW MEXICO 87504-1148

LESSEE: SECTION 10 OF THE NEW MEXICO ENABLING ACT SPECIFICALLY REQUIRES THAT ALL STATE LAND TO BE LEASED BE APPRAISED AT ITS TRUE VALUE. STATE LAW, UNDER SECTION 19-7-1 NMSA 1978, FURTHER PRESCRIBES THAT SUCH APPRAISEMENT BE SECURED BY THE LESSEE WHEN ACQUIRING A LEASE AND THAT SUCH APPRAISEMENT BE COMPLETED BY A DISINTERESTED PERSON. THE INSTRUCTIONS FOR THE COMPLETION OF THIS FORM ARE SET OUT BELOW.

APPRAISEMENT

INSTRUCTIONS: THIS INFORMATION MUST BE COMPLETED BY A DISINTERESTED PERSON AND BASED ON THAT INDIVIDUAL'S INFORMATION AND BELIEF. THIS FORM CANNOT BE COMPLETED BY A LICENSED APPRAISER. (NMSA 1978, 61-30-16). YOU CANNOT PAY TO HAVE THIS FORM COMPLETED. (NMSA 1978, 60-30-3A). THE LAND MUST BE APPRAISED AS VACANT, I.E. WITHOUT IMPROVEMENTS, FOR BOTH SALE AND LEASE PURPOSES. IT MUST ALSO BE SIGNED BEFORE A NOTARY PUBLIC.

I, _____, DO SOLEMNLY SWEAR (OR AFFIRM), UNDER THE PENALTIES OF PERJURY, THAT AFTER HAVING PERSONALLY INSPECTED THE TRACT(S) OF LAND CONTAINED IN LEASE NO. _____ AND DESCRIBED IN EXHIBIT A OF SAID LEASE, THAT MY OPINION OF THE APPRAISED CASH VALUE OF SAME (WITHOUT IMPROVEMENTS) IS \$_____ PER ACRE, IF SOLD, AND \$_____ PER ACRE, FOR LEASE PURPOSES, AND CERTIFY THAT I AM NOT INTERESTED IN SAID LAND FOR LEASING OR SALE THEREOF.

SIGNED _____

ADDRESS _____

CITY/STATE _____

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____ 20 _____.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

EXHIBIT A

ASE NO: G02406

SUBDIVISION					SEC-TWN-RNG	ACREAGE	U S E	PRICE PER UNIT	CARRY CAP *
NE4	NE4NW4	S2NW4	NW4SW4	-	32 14N 09E	320.00	G	-	8
TOTAL ACREAGE:					320.00	TOTAL RENTAL:		\$230.55	

ONE YEAR LEASE FROM GM-3063
RENEWAL LEASE

LEGEND: USE TYPE CODES

C= CONSERVATION RESERVE PROGRAM LAND, D= DRYLAND FARMING, G= GRAZING,
 I= IRRIGATED CROPLAND, M= MOBILE HOME ON LAND, R= RSIP LAND, 1= GRAZING (BID),
 2= DRYLAND FARMING (BID), 3= IRRIGATED CROPLAND (BID) 4= CRP (BID) 5= RSIP (BID) ,
 H= 1/2 SOUTH FOR TOWNSHIP, H= 1/2 EAST FOR RANGE

* CARRYING CAPACITY RATES LISTED ARE BASED ON 640 ACRE PARCELS

Henry Roybal
Commissioner, District 1

Miguel Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

DATE: *July 7, 2015*

TO: *Board of County Commissioners*

FROM: *Adam Leigland, Public Works Department Director*

VIA: *Katherine Miller, County Manager*

ITEM AND ISSUE: BCC Meeting July 28, 2015
Renew New Mexico State Land Office Agricultural Lease for La Cienega, Lease No. GO2335.
(Public Works/Agnes Leyba-Cruz)

SUMMARY:

The action requested is the renewal of the agricultural lease from the New Mexico State Land Office Commissioner of Public Lands on 45.88 acres of land in La Cienega in Santa Fe County.

BACKGROUND:

Santa Fe County currently has an Agricultural Lease Agreement with the New Mexico State Land Office (SLO) for property located in the La Cienega area. The lease is set to expire on September 30, 2015. The Public Works Department would like to enter into a new lease agreement for the property. The property is designated as the future site of a community park and center for the area. The term of new lease agreement is 5 years beginning on October 1, 2015 and ending on September 30, 2020. The agricultural lease renewal application is due to the SLO no later than August 3, 2015.

ACTION REQUESTED:

Approval of Agricultural Lease, GO2335, from the New Mexico State Land Office Commissioner of Public Lands for property in La Cienega.

NEW MEXICO STATE LAND OFFICE
COMMISSIONER OF PUBLIC LANDS
NEW MEXICO STATE LAND OFFICE BUILDING
P.O. BOX 1148, SANTA FE, NM 87504-1148

AGRICULTURAL LEASE

LEASE NO. G02335

THIS LEASE, DATED OCTOBER 01, 2015 , IS ENTERED INTO BY AND BETWEEN THE COMMISSIONER OF PUBLIC LANDS, NEW MEXICO STATE LAND OFFICE, STATE OF NEW MEXICO, HEREINAFTER CALLED "LESSOR" AND:

SANTA FE COUNTY COMMISSIONERS

HEREINAFTER CALLED "LESSEE(S)", WHOSE ADDRESS OF RECORD IS:

P O BOX 276
FINANCE DEPT.
SANTA FE, NM 87504-0276

LESSOR AND LESSEE AGREE AND COVENANT AS FOLLOWS:

1. LEASE.

FOR AND IN CONSIDERATION OF AND SUBJECT TO THE RENTALS AND THE TERMS, COVENANTS, CONDITIONS, AGREEMENTS, OBLIGATIONS, AND RESERVATIONS CONTAINED IN THIS LEASE AND ALL OTHER EXISTING RIGHTS, LESSOR GRANTS AND LEASES TO LESSEE AND LESSEE TAKES FROM LESSOR THE TRACT(S) OF LAND DESCRIBED IN EXHIBIT A, ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE. THIS LEASE IS GOVERNED BY 19.2.8 NMAC (RULE 8).

2. TERM.

THE TERM OF THIS LEASE SHALL BEGIN ON OCTOBER 01, 2015 AND SHALL EXPIRE AT MIDNIGHT SEPTEMBER 30, 2020.

3. RENT.

THE ANNUAL RENTAL SHALL NOT BE LESS THAN THE MINIMUM RENTAL ESTABLISHED BY SECTION 19-7-29 NMSA 1978 AND SHALL BE PAID IN ADVANCE FOR EACH LEASE YEAR AND RECEIVED IN THE STATE LAND OFFICE ON OR BEFORE OCTOBER 1. THE ANNUAL RENTAL FOR GRAZING LAND SHALL BE DETERMINED AS FOLLOWS : ANNUAL RENTAL = BASE VALUE X CARRYING CAPACITY X ACREAGE X ECONOMIC VARIABLE INDEX (EVI), AS DEFINED BY SLO RULE 8 "RELATING TO AGRICULTURAL LEASES" (19 N.M.A.C. 3, SLO 8.11). IN NO EVENT SHALL THE PRODUCT OF THE APPLICATION OF THE EVI, FOR EACH SUCCESSIVE YEAR OF THE LEASE TERM, BE DECREASED OR INCREASED BY MORE THAN THIRTY-THREE AND ONE-THIRD PERCENT. IN THE CASE OF GRAZING RENTAL OFFERS ON OPEN ACREAGE OR PURSUANT TO COMPETITIVE BID, LESSOR MAY ACCEPT GREATER RENTAL AMOUNTS THAN THOSE DETERMINED BY THE FOREGOING FORMULA, BUT THE ANNUAL GRAZING RENTAL DUE IN ANY LEASE YEAR SHALL NOT BE LESS THAN THE FORMULA AMOUNT. THE ANNUAL RENTAL FOR CULTIVATED LAND, ASSOCIATED LAND AND CONSERVATION RESERVE PROGRAM LAND SHALL BE DETERMINED BY LESSOR AND SHALL REMAIN UNCHANGED DURING THE TERM OF THE LEASE. THE TYPE OF LAND HEREBY LEASED AND THE ANNUAL RENTAL AMOUNT FOR THIS LEASE SHALL BE AS SET OUT IN EXHIBIT A HEREIN.

4. PERMITTED USE.

LESSEE MAY USE THE LEASED PREMISES ONLY FOR SUCH OPERATIONS AND ACTIVITIES AS ARE NECESSARY TO CARRY OUT THE PURPOSES FOR WHICH THE LEASE IS GRANTED AS SPECIFIED IN EXHIBIT A, AND IN ORDER TO COMPLY WITH ALL APPLICABLE PROVISIONS OF LAW REGARDING THE

CARE AND PROTECTION OF THE LEASED PREMISES.

5. LIEN.

AS SECURITY FOR THE PAYMENT OF ANY RENT THAT IS OR MAY BECOME DUE AND UNPAID, LESSEE GRANTS TO LESSOR A FIRST AND PRIOR LIEN UPON ANY AND ALL IMPROVEMENTS AND CROPS ON THE LEASED PREMISES.

6. IMPROVEMENTS.

NO IMPROVEMENTS, EXCEPT AS OTHERWISE PROVIDED BY LAW, SHALL BE PLACED ON THE LEASED PREMISES WITHOUT THE PRIOR WRITTEN CONSENT OF THE LESSOR. ALL IMPROVEMENTS PLACED ON THE LEASED PREMISES IN VIOLATION OF THIS PARAGRAPH SHALL BE CONSIDERED AND TREATED AS UNAUTHORIZED IMPROVEMENTS IN ACCORDANCE WITH THE APPLICABLE LAWS AND RULES.

7. ASSIGNMENT, SUBLEASE AND RELINQUISHMENT.

LESSEE SHALL NOT ASSIGN OR SUBLEASE THE LEASED PREMISES OR THE IMPROVEMENTS ON SAID PREMISES WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR AND SUCH OTHER REQUIREMENTS AS PRESCRIBED BY LAW OR RULE. AS PROVIDED BY LAW AND RULE ANY LEASE, IN GOOD STANDING, MAY BE RELINQUISHED TO THE STATE. UPON RELINQUISHMENT HOWEVER, THE LESSEE SHALL NOT BE ENTITLED TO A REFUND OF RENTALS PREVIOUSLY OWING AND PAID.

8. COLLATERAL ASSIGNMENTS.

ANY AGRICULTURAL LEASE MAY BE ASSIGNED AS COLLATERAL SECURITY SUBJECT TO THE EXPRESS WRITTEN CONSENT OF THE LESSOR AND SUCH OTHER TERMS AND CONDITIONS AS PRESCRIBED BY LAW OR RULE. THE APPROVAL OF A COLLATERAL ASSIGNMENT, HOWEVER, SHALL NOT PREVENT THE CANCELLATION OF THE LEASE AND TERMINATION OF THE COLLATERAL ASSIGNMENT FOR THE NONPAYMENT OF RENTALS OR OTHER VIOLATIONS OF THE LEASE TERMS.

9. DEFAULT AND CANCELLATION.

THE VIOLATION BY LESSEE OF ANY OF THE TERMS, CONDITIONS, OR COVENANTS OF THIS LEASE OR THE NONPAYMENT BY LESSEE OF THE RENT DUE UNDER THIS LEASE SHALL AT THE OPTION OF THE COMMISSIONER BE CONSIDERED A DEFAULT AND SHALL CAUSE THE CANCELLATION OF THIS LEASE 30 DAYS AFTER LESSOR HAS SENT WRITTEN NOTICE OF SUCH DEFAULT TO THE LESSEE AND TO ANY HOLDERS OF COLLATERAL ASSIGNMENTS BY REGISTERED MAIL, ADDRESSED TO THE POST OFFICE ADDRESS OF RECORD, PROVIDED, HOWEVER, IF WITHIN THE THIRTY DAYS THE LESSEE OR HOLDERS OF ANY COLLATERAL ASSIGNMENTS SHALL COMPLY WITH THE DEMAND MADE IN THE NOTICE, CANCELLATION SHALL NOT BE MADE.

10. RENEWAL.

ANY LESSEE WHO DESIRES TO SECURE A NEW LEASE SHALL MAKE AND FILE AN APPLICATION WITH THE LESSOR ON OR BEFORE AUGUST 1 NEXT PRECEEDING THE EXPIRATION OF THIS LEASE. THE RIGHT OF RENEWAL SHALL BE SUBJECT TO SUCH TERMS AND CONDITIONS AS PROVIDED FOR BY LAW AND RULE.

11. RESERVATIONS.

A. LESSOR RESERVES THE RIGHT TO EXECUTE LEASES ON THE LAND GRANTED BY THIS LEASE FOR MINING PURPOSES AND FOR THE EXTRACTION OF OIL, GAS, SALT, GEOTHERMAL RESOURCES, AND OTHER MINERAL DEPOSITS THEREFROM AND THE RIGHT TO GO UPON, EXPLORE FOR, MINE, REMOVE AND SELL SAME. LESSOR FURTHER RESERVES THE RIGHT TO SELL OR DISPOSE OF NATURAL SURFACE PRODUCTS OF SAID LANDS OTHER THAN GRAZING, AGRICULTURAL OR HORTI-

CULTURAL PRODUCTS AND TO GRANT SUCH OTHER RIGHTS-OF-WAY AND EASEMENTS AS PROVIDED BY LAW.

B. LESSOR RESERVES THE RIGHT TO WITHDRAW PURSUANT TO RULE, UP TO 640 ACRES, BUT IN NO CASE MORE THAN HALF, OF THE LAND HELD BY THIS LEASE.

12. COMPLIANCE WITH LAWS.

LESSEE SHALL AT ITS OWN EXPENSE FULLY COMPLY WITH AND BE SUBJECT TO ALL LAWS, REGULATIONS, RULES, ORDINANCES, AND REQUIREMENTS OF LESSOR AND APPLICABLE CITY, COUNTY, STATE AND FEDERAL AUTHORITIES AND AGENCIES WHICH HAVE BEEN OR MAY BE ENACTED OR PROMULGATED, IN ALL MATTERS AND THINGS AFFECTING THE LEASED PREMISES AND OPERATIONS THEREON. SUCH OTHER AGENCIES SHALL NOT BE DEEMED THIRD PARTY BENEFICIARIES UNDER THIS LEASE.

13. HOLD HARMLESS.

LESSEE SHALL SAVE AND HOLD HARMLESS, INDEMNIFY AND DEFEND LESSOR AND THE STATE OF NEW MEXICO, AND THEIR AGENT OR AGENTS, IN THEIR OFFICIAL AND INDIVIDUAL CAPACITIES, OF AND FROM ANY AND ALL LIABILITY CLAIMS, LOSSES, OR DAMAGES ARISING OUT OF OR ALLEGED TO ARISE OUT OF OR INDIRECTLY CONNECTED WITH THE OPERATIONS OF LESSEE UNDER THIS LEASE, OFF OR ON THE LEASED PREMISES OR ARISING OUT OF THE PRESENCE ON THE LEASED PREMISES OF ANY AGENT, CONTRACTOR OR SUBCONTRACTOR OF LESSEE.

14. AMENDMENT.

THIS LEASE SHALL NOT BE ALTERED, CHANGED OR AMENDED EXCEPT BY INSTRUMENT IN WRITING EXECUTED BY LESSOR AND LESSEE.

15. WAIVER.

NO WAIVER OF ANY BREACH OR DEFAULT BY LESSEE OF ANY OF THE TERMS, CONDITIONS OR COVENANTS OF THIS LEASE SHALL BE HELD TO BE A WAIVER OF ANY SUBSEQUENT BREACH. NO WAIVER SHALL BE VALID OR BINDING UNLESS THE SAME IS IN WRITING AND SIGNED BY LESSOR.

16. DELINQUENT RENTAL.

ALL RENTAL PAYMENTS RECEIVED AFTER OCTOBER 1 OF EACH YEAR SHALL BE CONSIDERED DELINQUENT AND SHALL BE SUBJECT TO THE PAYMENT OF INTEREST AT A RATE OF ONE PERCENT (1%) A MONTH FOR ANY FRACTION OF A MONTH. INTEREST SHALL ACCRUE FROM THE DATE THE PAYMENT BECOMES DUE.

17. APPLICABLE LAW.

THIS LEASE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW MEXICO.

18. SUCCESSORS IN INTEREST.

ALL TERMS, CONDITIONS AND COVENANTS IN THIS LEASE SHALL EXTEND TO AND BIND THE HEIRS, ASSIGNS, AGENTS, ATTORNEYS, CONTRACTORS AND SUCCESSORS IN INTEREST OF LESSOR AND LESSEE.

19. CARRYING CAPACITY REEVALUATION.

THE LESSOR RESERVES THE RIGHT DURING THE TERM OF THIS LEASE, AND UPON THE LESSOR'S DISCRETION, TO CONDUCT CARRYING CAPACITY REEVALUATIONS AND MAKE THE NECESSARY ADJUSTMENTS TO THE LEASE AND RENTAL AS MAY BE REQUIRED.

20. SURFACE DAMAGES NOTIFICATION.

PURSUANT TO 19.2.8.21 NMAC, IF LESSEE IS INVOLVED IN LITIGATION WITH ANY OTHER PERSON OR ENTITY FOR DAMAGES CONNECTED WITH THEIR LEASED TRUST LAND, LESSEE MUST NOTIFY THE COMMISSIONER AS SOON AS PRACTICABLE. THIS NOTICE REQUIREMENT DOES NOT APPLY TO LITIGATION INVOLVING ONLY THE LESSEE'S PERSONAL OR REAL PROPERTY.

NEW MEXICO STATE LAND OFFICE

APPRAISEMENT OF GRAZING AND AGRICULTURAL LANDS

COMMISSIONER OF PUBLIC LANDS
NEW MEXICO STATE LAND OFFICE BUILDING
PO BOX 1148, SANTA FE, NEW MEXICO 87504-1148

LESSEE: SECTION 10 OF THE NEW MEXICO ENABLING ACT SPECIFICALLY REQUIRES THAT ALL STATE LAND TO BE LEASED BE APPRAISED AT ITS TRUE VALUE. STATE LAW, UNDER SECTION 19-7-1 NMSA 1978, FURTHER PRESCRIBES THAT SUCH APPRAISEMENT BE SECURED BY THE LESSEE WHEN ACQUIRING A LEASE AND THAT SUCH APPRAISEMENT BE COMPLETED BY A DISINTERESTED PERSON. THE INSTRUCTIONS FOR THE COMPLETION OF THIS FORM ARE SET OUT BELOW.

APPRAISEMENT

INSTRUCTIONS: THIS INFORMATION MUST BE COMPLETED BY A DISINTERESTED PERSON AND BASED ON THAT INDIVIDUAL'S INFORMATION AND BELIEF. THIS FORM CANNOT BE COMPLETED BY A LICENSED APPRAISER. (NMSA 1978, 61-30-16). YOU CANNOT PAY TO HAVE THIS FORM COMPLETED. (NMSA 1978, 60-30-3A). THE LAND MUST BE APPRAISED AS VACANT, I.E. WITHOUT IMPROVEMENTS, FOR BOTH SALE AND LEASE PURPOSES. IT MUST ALSO BE SIGNED BEFORE A NOTARY PUBLIC.

I, _____, DO SOLEMNLY SWEAR (OR AFFIRM), UNDER THE PENALTIES OF PERJURY, THAT AFTER HAVING PERSONALLY INSPECTED THE TRACT(S) OF LAND CONTAINED IN LEASE NO. _____ AND DESCRIBED IN EXHIBIT A OF SAID LEASE, THAT MY OPINION OF THE APPRAISED CASH VALUE OF SAME (WITHOUT IMPROVEMENTS) IS \$_____ PER ACRE, IF SOLD, AND \$_____ PER ACRE, FOR LEASE PURPOSES, AND CERTIFY THAT I AM NOT INTERESTED IN SAID LAND FOR LEASING OR SALE THEREOF.

SIGNED _____

ADDRESS _____

CITY/STATE _____

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____ 20 _____.

MY COMMISSION EXPIRES:

NOTARY PUBLIC

EXHIBIT A

LEASE NO: G02335

SUBDIVISION	SEC-TWN-RNG	ACREAGE	USE	PRICE PER UNIT	CARRY CAP *
LOT13 - - - -	32 16N 08E	45.88	G	-	8
TOTAL ACREAGE:		45.88	TOTAL RENTAL:		\$50.00

RENEWAL LEASE

LEGEND: USE TYPE CODES

C= CONSERVATION RESERVE PROGRAM LAND, D= DRYLAND FARMING, G= GRAZING,
 I= IRRIGATED CROPLAND, M= MOBILE HOME ON LAND, R= RSIP LAND, 1= GRAZING (BID),
 2= DRYLAND FARMING (BID), 3= IRRIGATED CROPLAND (BID) 4= CRP (BID) 5= RSIP (BID) ,
 H= 1/2 SOUTH FOR TOWNSHIP, H= 1/2 EAST FOR RANGE

* CARRYING CAPACITY RATES LISTED ARE BASED ON 640 ACRE PARCELS

Henry P. Roybal
Commissioner, District 1

Miguel Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

DATE: *July 15, 2015*

TO: *Board of County Commissioners*

FROM: *Adam Leigland, Public Works Department Director*

VIA: *Katherine Miller, County Manager*

ITEM AND ISSUE: *BCC Meeting July 28, 2015*

A Memorandum of Understanding Between the City of Santa Fe and Santa Fe County for the Stacy Community Property Trust Allowing Discharge into County Wastewater Collection System and then into City Wastewater Collection and Treatment System (Public Works/Claudia Borchert)

SUMMARY:

This Memorandum of Understanding (MOU) between the City of Santa Fe (City) and Santa Fe County (County) allows for the Stacy Community Property Trust to discharge wastewater from a County wastewater collection system into the City's wastewater collection and treatment system.

BACKGROUND:

Stacy Community Property Trust (Stacy Trust) is divided property comprising a 17.0-acre parcel and a 2.40-acre parcel located on the north and south sides of Agua Fria Road within the Traditional Village of Agua Fria, New Mexico. The owner of Stacy Trust intends to develop a residential subdivision on the property, with approximately 51 single-family lots on the 17.0-acre parcel and four residential lots on the 2.32-acre parcel. Since the property is outside City limits, the sewer collection service will be considered part of the County utility, but the sewage will ultimately discharge into the City sewer system for conveyance to the City's wastewater treatment plant for treatment. Therefore, in accordance with the process described in City of Santa Fe Ordinance No. 2008-53, Section 2, the County must submit an application for sewer service to the Water-Wastewater Review Team (WWRT). The County did so in 2010, which the WWRT subsequently approved, contingent on the approval of the subject MOU by both City and County.

The County (in March 2012) and the City (in June 2012) each approved an MOU for provision of this sewer service, but while both MOUs expressed willingness on the parts of the City and the County to provide the wastewater service to the Stacy Trust, the MOUs differed slightly, so neither MOU was countersigned and, therefore, neither MOU has been executed.

DISCUSSION:

Since 2012 (with a slight interruption due to annexation discussions) City and County staff have worked collaboratively to develop the subject single unified MOU. The MOU is scheduled to be on the City's Public Utilities Committee on August 5, 2015, and if it is approved, it will be heard at the subsequent City Council meeting. If the MOU is approved by the City and the County, the Stacy Trust will become a County retail sewer customer, and the County will pay the City for the wastewater generated per the City's wholesale sewer rates.

ACTION REQUESTED:

Approve subject Memorandum of Understanding

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SANTA FE AND
SANTA FE COUNTY FOR THE STACY COMMUNITY PROPERTY TRUST
ALLOWING DISCHARGE INTO COUNTY WASTEWATER COLLECTION SYSTEM
AND THEN INTO CITY WASTEWATER COLLECTION AND TREATMENT SYSTEM**

The City of Santa Fe ("City") and Santa Fe County ("County") enter into this Memorandum of Understanding this ____ day of _____, 2015, for a new sanitary sewer connection and sewer services for the Stacy Community Property Trust. The Stacy Community Property Trust, located on the north and south sides of Agua Fria Road in the Traditional Village of Agua Fria, New Mexico (Exhibit A- Vicinity map), will connect to a County wastewater collection system, which discharges into the City's wastewater collection and treatment system. The Stacy Community Property Trust is a 17.0-acre property and 2.40-acre property (Exhibit A) described in the legal descriptions and plats attached hereto as Exhibit B (Tract of Land) and Exhibit C Recorded Legal Survey Plats

RECITALS

1. The City and the County entered into a "Settlement Agreement and Mutual Release of Claims" on May 19, 2008, which addressed issues of annexation in general, the presumptive city limits, and the need to "establish sensible water and wastewater utility service areas for the City and County."

Under Section 2(m) of the Settlement Agreement, "The City shall provide water and wastewater service within the presumptive city limits and shall not provide water and wastewater service outside the presumptive city limits unless required by a current contract with a customer, decrees of a court, or applicable rulings of the Public Regulation Commission, unless otherwise agreed upon between the City and the County in a separate written agreement."

2. The Stacy Community Property Trust property is located outside the presumptive city limits as defined in the "Settlement Agreement and Mutual Release of Claims" of May 19, 2008. The Owner of the Stacy Community Property Trust intends to develop a residential subdivision on the 17.0-acre property comprising approximately 50 lots and four (4) residential lots on the 2.40-acre property.
3. Section 22-6.2 of the Santa Fe City Code (SFCC) provides a process whereby connections to the City's sewer system outside of the City limits can be established under specific conditions, including review by a water/wastewater review team (WWRT) made up of "City and County staff from the Water Division, the Wastewater Division, the City attorney's office, the County Attorney's Office, the Land Use Departments and the Office of Affordable Housing."
4. Santa Fe County Utility Division submitted a letter application (application) to the WWRT on behalf of the Stacy Community Property Trust requesting connection of the Stacy Community Property Trust to the City's wastewater collection and treatment system on June 3, 2010.

5. On June 3, 2010, the WWRT met to review the application. The WWRT members determined that the application was complete and that the application met the requirements of SFCC Section 22-6.2.
6. On June 27, 2012, the City of Santa Fe approved “Memorandum of Understanding between the City of Santa Fe and Stacy Community Property Trust and Its Agents and Santa Fe County For A County Wastewater Collection System Discharging Into the City Wastewater Collection and Treatment System” that allowed the County to connect the Stacy Community Property Trust to the City’s wastewater collection and treatment system as a County wholesale customer. On March 13, 2012, the Santa Fe County Board of County Commission passed “Memorandum of Understanding between the City of Santa Fe and Stacy Community Property Trust and Its Agents and Santa Fe County For A Master Meter Installation In the City Water Distribution System And For A County Wastewater Collection System Discharging Into the City Wastewater and Treatment System.” While both MOUs expressed willingness on the parts of the City and the County to provide wastewater service to the Stacy Community Property Trust, neither MOU was countersigned and, therefore, neither MOU has been executed.

AGREEMENT

1. Connection of the Stacy Community Property Trust to City’s Wastewater Collection and Treatment System: The Stacy Community Property Trust is authorized to connect to the County wastewater collection system and discharge its wastewater into the City’s wastewater collection and treatment system.
2. Compliance with Federal, State and Local Law. The County agrees to maintain and operate the County wastewater collection system as required by all applicable Federal, State, and local laws and shall comply with all applicable requirements imposed upon City utility customers. The City’s affordable housing ordinance, SFCC §14-8-11(D), does not apply, pursuant to SFCC §22-6.2(G).
3. Metering Requirements. The County shall require the Stacy Community Property Trust to install a water meter pursuant to the Customer Service Policies (County Policies) of the Santa Fe County Water Utility (County Utility), adopted by Resolution No. 2012-88, which may be amended from time to time. The County will collect the metered usage in accordance with County Policies, approximately on a monthly basis. The County will report the metered water usage and other pertinent billing information to the City on a monthly basis for use in calculating the invoice for the wastewater bill to be paid by the County in accordance with the City’s most current rates.
4. Utility Expansion Charges. The County shall pay or cause to be paid the City’s Utility Expansion Charge incurred by Stacy Community Property Trust under SFCC Section 22-6.6.
5. Service Fees. The County agrees to pay to the City the sum of the City’s monthly service fees under SFCC Section 22.7, as it may be amended from time to time, for wastewater

collection and treatment services provided for the wastewater discharge by the Stacy Community Property Trust.

6. SFCC Section 22.9 and SFCC Section 22.10. The County agrees that the discharges from any commercial/industrial properties within the Stacy Community Property Trust shall be subject to the provisions of SFCC §22.9, *Industrial Pretreatment Regulations and Procedures*, and SFCC §22.10, *Wastewater Extra Strength Surcharge Program*, as they may be amended from time to time.
7. Pre-treatment Requirements. If determined to be necessary by the City, the City will issue a significant industrial user permit to appropriate commercial/industrial Stacy Community Property Trust properties in accordance with SFCC§22.9, in which case all permit conditions and requirements must be met by the Stacy Community Property Trust or any other occupant of the property as a condition of service.
8. Service Area. Except as otherwise authorized in separate agreements between the City and County, the County will not permit properties outside of the designated service area set forth in Exhibit C to connect to the City's wastewater collection and treatment system without prior written approval from the City and County pursuant to the Settlement Agreement.
9. Successors & Assigns. This Memorandum of Understanding will inure to the benefit of the Parties' successors or assigns.
10. Amendments. This MOU may be amended in writing by agreement of all the parties.
11. Effective Date and Term. This agreement shall be effective upon the signature of all the Parties and shall be perpetual; provided, however, that the County may terminate this agreement when it is willing and able to provide wastewater treatment services for the Stacy Community Property Trust through its own or another wastewater treatment system; that the City may terminate this agreement for failure by the County or Stacy Community Property Trust to comply with the provisions of this agreement; and that this agreement may be terminated by either party pursuant to Paragraph 12, Bateman Act Compliance. If the City intends to terminate this agreement for failure to comply, the City shall give the County one hundred twenty days advance, written notice of termination, during which period the County shall have the right to cure the failure to comply.
12. Bateman Act Compliance. The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made or given by the City and County to perform under this Agreement. If sufficient appropriations and authorizations are not made or given by the City or County, this Agreement may be terminated or this Agreement may be amended in accordance with Paragraph 10. A party's decision as to whether sufficient appropriations are available shall be accepted by the other party and shall be final.

For the City:

Javier Gonzales, Mayor
City of Santa Fe

Date

Attest:

Yolanda Y. Vigil, City Clerk

Date

Approved as to Form:

Kelley Brennan, City Attorney

Date

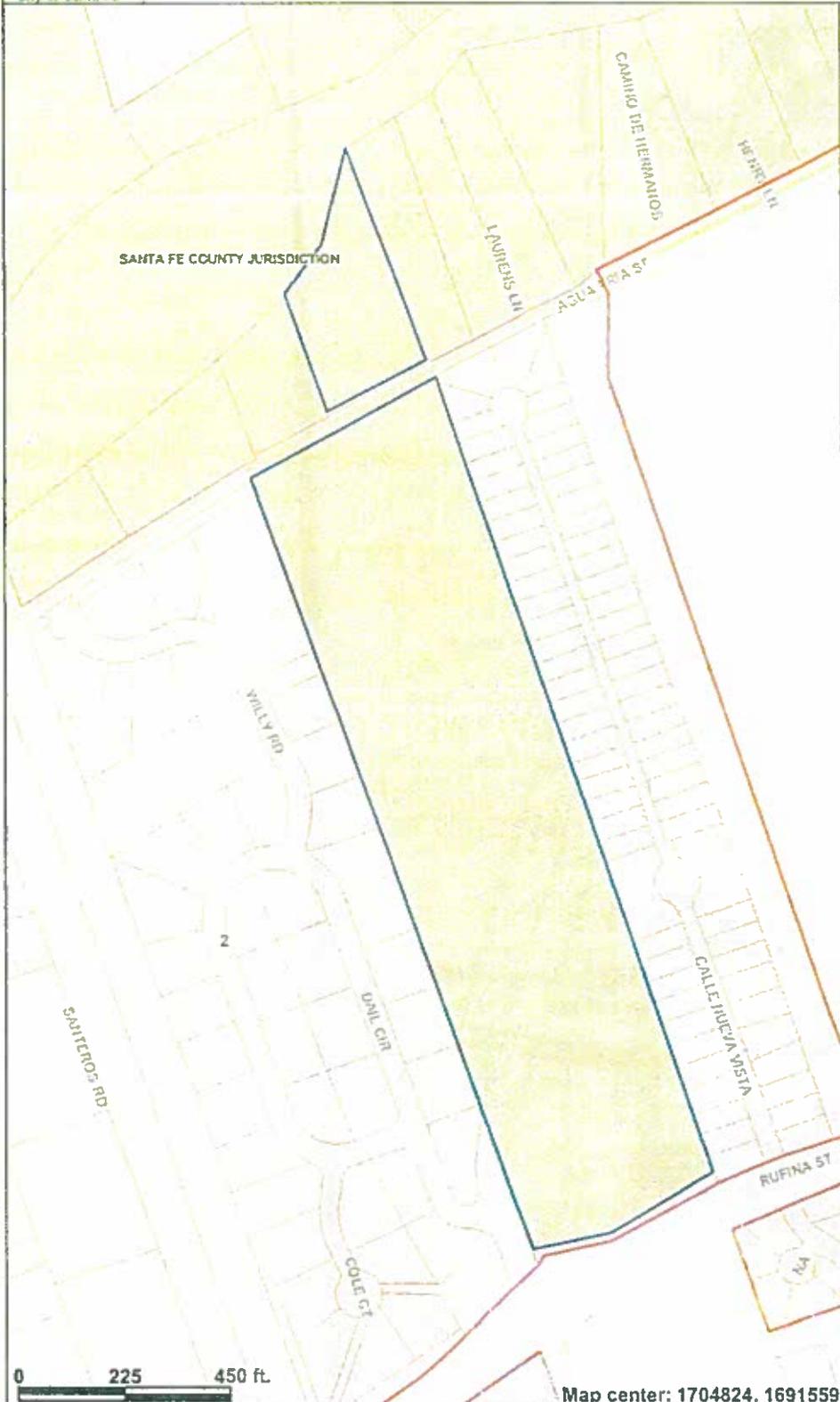
Oscar Rodriguez, Finance Director

Date



Stacy Properties

EXHIBIT - A



- ### Legend
- City Limits
 - Parcels
 - Annexation Areas - City/County Agreement
 - Phase 2
 - Phase 3
 - Agua Fria Traditional Historic Community
 - Major Roads and Highways
 - Other Roads and Streets
 - Santa Fe River

0 225 450 ft.

Map center: 1704824, 1691559



Scale: 1:4,000

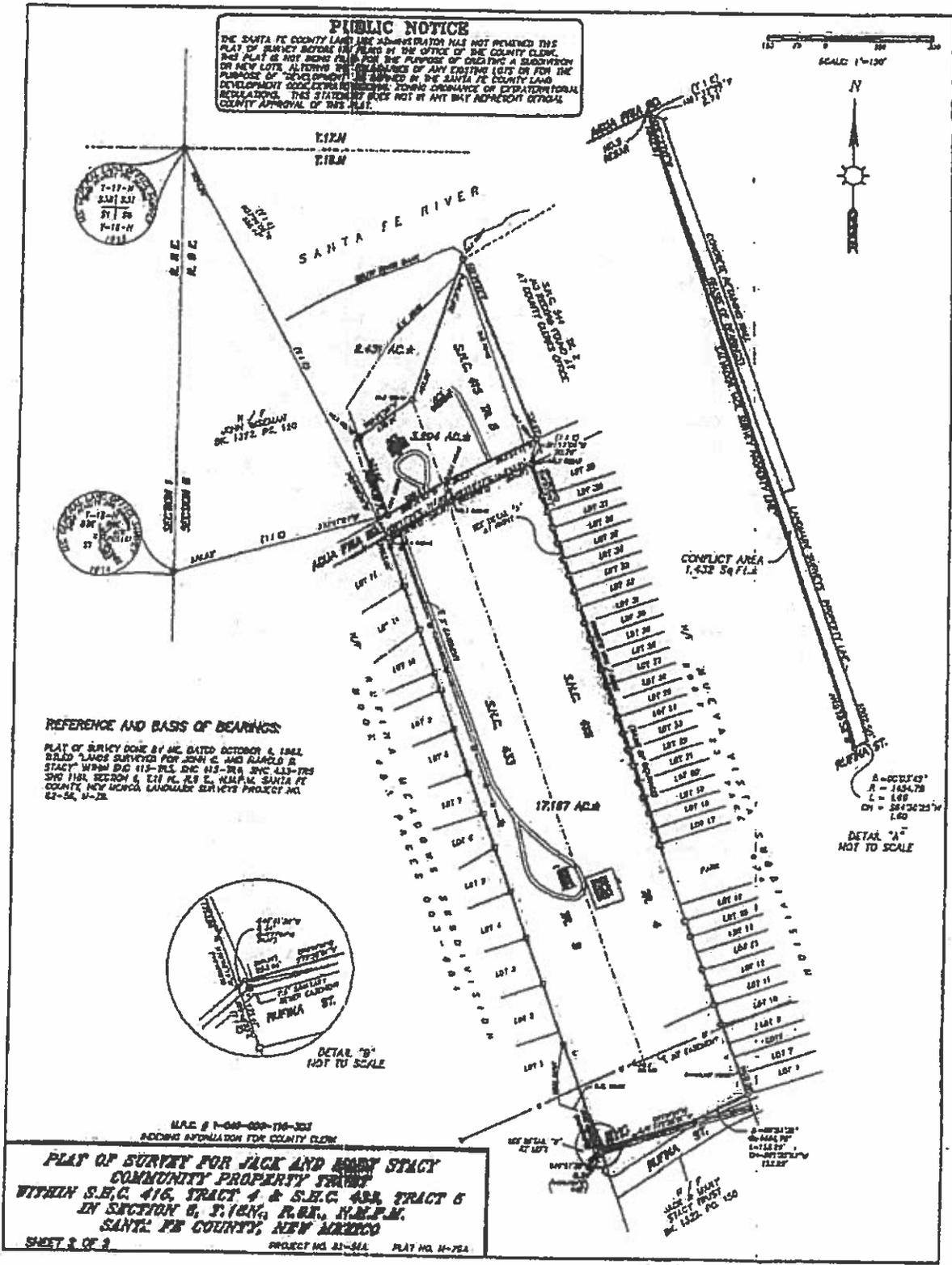
This map is a user generated static output from an Internet mapping site and is for general reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION.

EXHIBIT - C

Tract No. 5 of Small Holding Claim No. 415; Tract No. 4 of Small Holding Claim No. 415 and Tract No. 5 of Small Holding Claim No. 433, all being located in Sections 6 and 7, Twp. 16 N., R. 9 E., N.M.P.M., Santa Fe County, New Mexico, more particularly described as follows: Beginning at a point on the west side of Tract No. 5 of Small Holding Claim No. 433 marked by granite stone firmly set marked 1/2 M. and set for the one-half mile corner on the west side of said Small Holding Claim No. 433. Tract No. 5; thence N. 19° 32' W. 2640.0 ft. to a point marked by half inch galvanized iron pipe, said point being the northwesterly corner of said tract No. 5; thence N. 52° 06' E. 194.7 ft. to a point marked by half inch galvanized iron pipe; thence N. 17° 35' E. 392.0 ft. to a point marked by half inch galvanized iron pipe, said point being the northeasterly corner of Tract No. 5 of Small Holding Claim 415; thence S. 21° 10' E. 570.2 ft. to a point marked by half inch galvanized iron pipe; thence S. 66° 03' W. 23.8 ft. to a point marked by half inch galvanized iron pipe; thence S. 19° 22' E. 6343.9 ft. to a point marked by half inch galvanized iron pipe; said point being the southeasterly corner of Small Holding Claim No. 415, tract No. 4; thence S. 51° 16' W. 417.1 ft. to a point marked by a government marker, said point being the southwesterly corner of Tract No. 5 of Small Holding Claim No. 433; thence N. 19° 32' W. 4039.9 ft. to the place and point of beginning, all as shown by plat of survey made by James C. Harvey on February 1, 1947, said plat being on file with the County Clerk of Santa Fe County, and being entitled, "Tract of Land Surveyed for R. T. Powell, located in Santa Fe Co. February 1, 1947, scale 1 in. equals 400 ft."

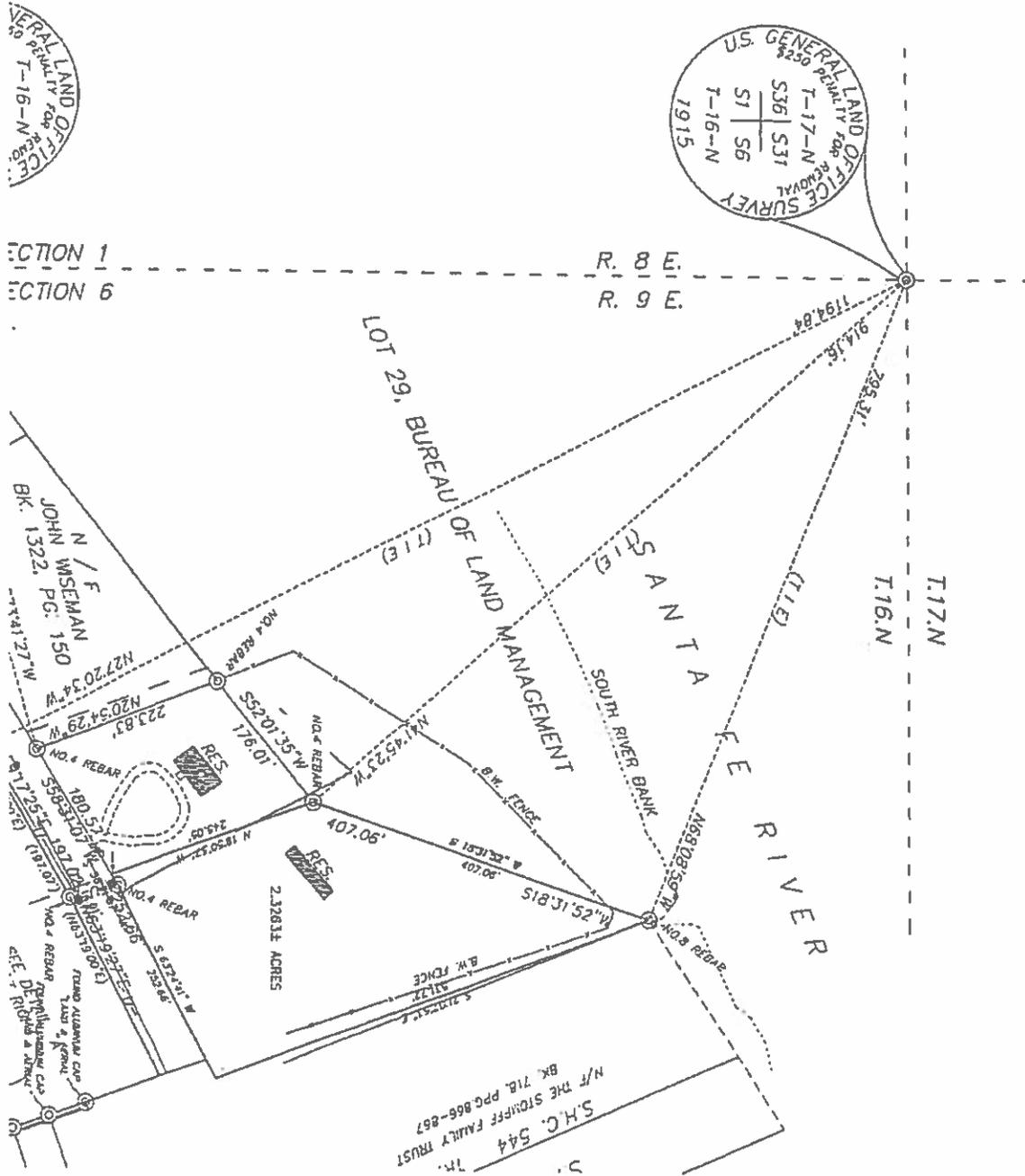
Legal Description, 17.0-Acre Tract

EXHIBIT - C



Plat, 17.0-Acre Tract

EXHIBIT - C



Plat, 2.32-Acre Tract

EXHIBIT - C

A TRACT OF LAND BEING A PORTION OF SMALL HOLDING CLAIM NO. 415, TRACT 5, IN SECTION 6, T.16 N., R. 9 E., N.M.P.M., SANTA FE COUNTY, NEW MEXICO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND, FROM WHICH POINT, A U.S.G.L.O. BRASS CAP MARKING THE NORTHWEST CORNER OF SAID SECTION 6, T.16 N., R.9 E., N.M.P.M., BEARS NORTH 41°45'23" WEST, 914.16 FEET; THENCE FROM SAID POINT AND PLACE OF BEGINNING, NORTH 18°31'52" EAST, 407.06 FEET TO THE MOST NORTHERLY CORNER OF SAID TRACT; THENCE SOUTH 21°07'53" EAST, 531.72 FEET TO THE SOUTHEAST CORNER OF SAID TRACT, SAID CORNER BEING ALSO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF AGUA FRIA ROAD; THENCE ALONG SAID RIGHT-OF-WAY, SOUTH 63°24'41" WEST, 252.66 FEET; THENCE SOUTH 58°31'07" WEST, 14.01 FEET TO THE SOUTHWEST CORNER OF SAID TRACT, SAID CORNER BEING ALSO THE POINT OF DIVERGENCE FROM SAID NORTH RIGHT-OF-WAY OF AGUA FRIA ROAD; THENCE NORTH 19°50'57" WEST, 245.05 FEET TO THE POINT AND PLACE OF BEGINNING.

SAID TRACT OF LAND CONTAINING 2.3263 ACRES MORE OR LESS.

Legal Description, 2.32-Acre Tract

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

MEMORANDUM

To: The Board of County Commission

From: Carole H. Jaramillo *rh*

Via: Katherine Miller

Date: June 29, 2015

Subject: Resolution No. 2015-____, A Resolution Authorizing The Donation Of Fixed Assets In Accordance With State Statute. (Finance/Carole H. Jaramillo)

ISSUE:

On an annual basis, department staff/elected officials are required to collect information related to inoperable or obsolete property and equipment of Santa Fe County in order to determine its eligibility for surplus.

BACKGROUND:

Santa Fe County follows the State of New Mexico statutory policies to donate surplus property and equipment pursuant to NMSA 1978, Section 13-6-2 (2007).

The Santa Fe County Corrections Department has submitted one (1) 2006 Ford Taurus (VIN 1FAFP53U06A192) and various tools for donation that are obsolete. Santa Fe County will donate these items to San Miguel County. San Miguel County has accepted the donation of assets from Santa Fe County. Upon approval, the fixed assets will be removed and re-distributed by Santa Fe County to San Miguel County.

REQUEST ACTION:

The Finance Division requests the Board's consideration and approval of the attached resolution to donate the personal property to San Miguel County.

Upon approval of the resolution by the Board of County Commissioners, a copy of the Resolution will be submitted to the State Auditor's Office. The items will be released to San Miguel County thirty days after notification to the State Auditor.

SANTA FE COUNTY

RESOLUTION NO. 2015-

A RESOLUTION AUTHORIZING THE DISPOSITION OF FIXED ASSETS IN ACCORDANCE WITH STATE STATUTE

WHEREAS, Santa Fe County (County) desires to donate certain personal property identified in Exhibit A, attached; and

WHEREAS, Exhibit A details each item of personal property by department or office, tag number, description of fixed asset, serial number, reason for surplus, condition of fixed asset, location of fixed asset, and/or estimated value; and

WHEREAS, the Board of County Commissioners (BCC) hereby determines that (i) each item of personal property on Exhibit A is worn-out, unusable, or obsolete to the extent that the item is no longer economical or safe for continued use by the County and (ii) each item on Exhibit A has an estimated current resale value of five thousand dollars (\$5,000) or less.

NOW, THEREFORE, BE IT RESOLVED that the BCC (i) approves of the disposal of the personal property listed on Exhibit A, pursuant to NMSA 1978, Section 13-6-1 (2012), and (ii) directs that, to the extent feasible, the personal property shall be donated to San Miguel County and, if that it is not feasible, that it be disposed of as otherwise allowed by law.

PASSED, APPROVED, AND ADOPTED THIS 28th DAY OF JULY, 2015.

BOARD OF COUNTY COMMISSIONERS
OF SANTA FE COUNTY

Robert A. Anaya, Chair

ATTEST:

Geraldine Salazar, County Clerk

APPROVED AS TO FORM:



Gregory S. Shaffer, County Attorney



Board of County Commissioners

July 21, 2015

Ms. Katherine Miller
County Manager
Santa Fe County
102 Grant Avenue
P.O. Box 276
Santa Fe, New Mexico 87504

Re: Donation of Items from Santa Fe County, New Mexico to San Miguel County, New Mexico

Dear Ms. Miller,

Please know I am in receipt of a copy of a memo dated June 3, 2015 from Mr. Mark K. Caldwell, Warden, Santa Fe County, to the Santa Fe County Board of Commissioners in which he is seeking approval to donate the following items to San Miguel County:

1 2006 Ford Taurus Vin # 1FAP53U96A192724	1 Bosch Cut-Off/Grinder
1 Yellow Needle Nose Plier	2 Precisioncraft Allen Sets
1 Dewalt Grinder	4 Vice Grips
1 Makita Chop Saw	2 Vice Grips Needle Nose
1 Ridgid Shop Vacuum	1 Adjustable Crescent Wrench
1 Milwaukee Chop Saw	2 Johnson Speed Square
2 Dewalt Cordless Hammer Drills	1 Combo Screwdriver
1 Dewalt Heavy Duty Grinder	1 Zircom Stud Sensor
1 Ridgid 12 Volt Drain Cleaner	1 Mastertradesman Tripod Light
2 Milwaukee Sawzall	1 Ridgid Drain Awger
1 Milwaukee Circular Saw	2 Renegade Ladders
2 Milwaukee Hammer Drill	2 Miller Welder 135
2 Milwaukee Cut-Off/Grinder	1 Dewalt DW9116 18V Charger
1 Milwaukee Heat Gun	3 Dewalt 18 V Battery
1 Wagner Heat Gun	1 Riding Lawn Mower
1 Dewalt 18 V Battery	

San Miguel County is most appreciative of your generosity. Thank you.

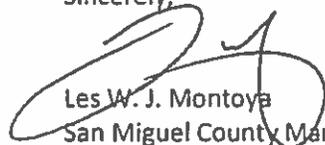
I am requesting Arnold Lopez, San Miguel County Public Services Operations Transportation Foreman, contact Mr. Caldwell in order to facilitate the logistics of picking up the above mentioned items at a time convenient for his staff.

Again, I thank you on behalf of San Miguel County for your generosity.

Administration Complex
500 W. National Ave., Suite 201 Las Vegas, New Mexico 87701 (505) 425-9333 phone (505) 425-7019 fax
smcmanager@smcounty.net

Should you have any questions or concerns regarding this matter, please do not hesitate to contact this office.

Sincerely,

A handwritten signature in black ink, appearing to be 'Les W. J. Montoya', written over the printed name.

Les W. J. Montoya
San Miguel County Manager

XC: Arnold Lopez, SMC Public Services Operations Transportation Foreman
Melinda Gonzales, SMC Finance Division Supervisor
SMC Public Services Operations File 2015-2016

