

SANTA FE COUNTY
BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING
June 30, 2015

Miguel Chavez, Vice Chair - District 2
Kathy Holian - District 4
Henry Roybal - District 1
Liz Stefanics - District 5

Robert A. Anaya, Chair - District 3 [EXCUSED]

SANTA FE COUNTY
REGULAR MEETING
BOARD OF COUNTY COMMISSIONERS

June 30, 2015

This regular meeting of the Santa Fe Board of County Commissioners was called to order at approximately 2:45 p.m. by Vice Chair Miguel Chavez in the Santa Fe County Commission Chambers, Santa Fe, New Mexico.

B. Roll Call

Roll was called and indicated the presence of a quorum as follows:

Members Present:

Commissioner Miguel Chavez
 Commissioner Kathy Holian
 Commissioner Henry Roybal
 Commissioner Liz Stefanics

Members Excused:

Commissioner Robert Anaya, Chair

- I. C. Pledge of Allegiance**
D. State Pledge
E. Moment of Reflection

The Pledge of Allegiance was led by Andria Duran, the State Pledge by Dana Budagher, and the Moment of Reflection by Ignacio Dominguez of the Human Resources Department.

I. F. Approval of Agenda

KATHERINE MILLER (County Manager): Mr. Chair, there are a couple items. First of all, and I need to verify this, but the honoring of our veterans and servicemen, item I.H, would be heard at 5:00, so we'd move that until later in the agenda around 5:00. Then we also have added Matters from the County Attorney, page 4, item VI. A. 1. Executive Session, items 1. a, b, c, d, and items 2. a, b and c, and also item B. and those are all the changes that I have.

I do understand though, and I need to clarify this, but the public hearing on the ordinance for the curbside residential solid waste was noticed that it would not be heard before 5:00 pm.

COMMISSIONER CHAVEZ: Thank you, Manager Miller. On the agenda, I want to do some housekeeping if I could now, and I'm going to use the screen

with the timer for this meeting, and I want to start with honoring our veterans and ask for probably four minutes apiece for that portion. And then we have a proclamation and we have the Matters of Public Concern and I would also like to limit the public comment during that portion to probably about three minutes per speaker, and then the public hearing for the solid waste districts, I would also like to suggest a time limit for that portion of the meeting as well. We have a lot on our agenda. We have the public hearing and then we have executive session so I want to see if we can tighten that up a little bit and manage our time a little bit better, but I wanted to at least set the stage at the front end of the meeting so that we're all kind of moving in the same direction.

COMMISSIONER STEFANICS: Mr. Chair, could you repeat everything? I didn't hear what you were trying to ask for.

COMMISSIONER CHAVEZ: Yes. At each portion of the meeting where we're going to have public comment – honoring our veterans, the Matters of Public Concern and the public hearing for the solid waste district I'm suggesting that we have a time limit and we'll use the screen at each of those portions of the meeting.

COMMISSIONER STEFANICS: Thank you very much. I would move to approve the amended agenda.

COMMISSIONER HOLIAN: Second.

COMMISSIONER CHAVEZ: Okay. There's a motion and a second to approve the amended agenda.

The motion passed by unanimous [4-0] voice vote.

- I. G. **Approval of Minutes**
 - 1. **May 26, 2015, Board of County Commissioners Meeting Minutes**

COMMISSIONER CHAVEZ: Any changes from staff?

COMMISSIONER STEFANICS: Mr. Chair, I'll move approval of the May 26, 2015 Board of County Commissioners meeting minutes.

COMMISSIONER ROYBAL: Second.

COMMISSIONER CHAVEZ: There's a motion to approve the May 26th meeting.

The motion passed by unanimous [4-0] voice vote.

- I. I. **Employee Recognition**
 - 1. **Introduction of New Employees**

MS. MILLER: Mr. Chair, I do not think any of the new employees are here that have not been introduced previously, but I did want to point out they are in the back of your book under the HR report as well, all the new employees that we have. I just wanted to point out that we had several of our forestry technicians that are hired for the summer, and wildland urban interface specialists come back on board for the summer. And also we have some new employees in the Public Safety Sheriff's Office and well as a case manager in the Department of Corrections.

And then one other thing I wanted to point out is that we do have student interns this year and we have one student intern that's working in HR, Victoria Tapia, and she's helping out with our wellness program. But other than that I don't have any here for introductions.

COMMISSIONER CHAVEZ: Great. Well then I guess on behalf of myself and the Board of County Commissioners I would just like to welcome all of the new hires, welcome them to our system and hope that they are embraced by the County family and become part of that family and work to benefit the residents of Santa Fe County, so thank you to all of them. Any other comments?

**I. I. 2. Recognition of Years of Service for Santa Fe County
Employees for April 2015**

MS. MILLER: Mr. Chair, I just wanted to point out that we've recently initiated a years of service recognition program and it just recognizes employees on a monthly basis that have completed years of service in five-year increments. We sent them a letter – I usually send them a letter and a pen expressing appreciation for the dedicated service to Santa Fe County. I just wanted to note that we had Jerome Blea, Vernon Naranjo, Paul Prentice, that hit five years of service. Cordilia Montoya in the Clerk's Office with ten years of service. Larry Gonzales, Domitila Rendon-Varela, Michael Post, Jose Rodriguez and James Yeager at fifteen years of service, and our own Growth Management Department Director Penny Ellis-Green with 20 years of service on June 1st. So it's hard to believe. Twenty years goes by really fast because I think I started at the County 18 years ago and she was already here and so I was pretty surprised to find out she's been here 20 years and what a great employee and asset she's been to the County and given the County 20 years. And so I just wanted to recognize them for their years of service. Thank you.

COMMISSIONER STEFANICS: Mr. Chair.

COMMISSIONER HOLIAN: Mr. Chair.

COMMISSIONER CHAVEZ: Commissioner Stefanics.

COMMISSIONER STEFANICS: I think Commissioner Holian was first.

COMMISSIONER HOLIAN: Thank you, Mr. Chair. I just want to say a big thank you for Penny. I've known her for probably 12 of those 20 years and I just want to tell you I'm so appreciative that you're still here and that I have the highest regard for your work. Thank you.

COMMISSIONER CHAVEZ: Commissioner Stefanics.

COMMISSIONER STEFANICS: Thank you, Mr. Chair. Not only do I want to congratulate Penny but everyone else who is sticking to the years of service to the County. I appreciate it very much. A few years ago we had somebody win one of our quarterly awards who had been an intern here and then stayed on with the County, and I know for those of you who have been five, ten, fifteen, now twenty years for Penny, that we really appreciate your mentoring those who come along and all the years of service to the County. Thank you.

COMMISSIONER CHAVEZ: I'd also like to thank all of the employees in recognition for their years of service. Penny Ellis-Green was mentioned and I think not

only for her work but just in the work of land use and planning for future growth. That seems to be in most cases the most divisive and the most complicated. When we try to suggest what a private landowner can or can't do with their individual property you're crossing a line but I think in many cases it's justified because we want to work again in the best interest of the entire community. And so how it develops and how it grows is critical and important to all of us. But to the Planning and Land Use staff, everyone under Penny, everyone who has to come before the Board of County Commission in a public hearing under land use cases it's not always easy. So hats off to Penny and all of your staff and to all of the employees that are committed and dedicated to the County of Santa Fe.

II. CONSENT AGENDA

A. Final Orders

- 1. CDRC CASE # V/FDP 14-5090 Stanley Cyclone Center. Santa Fe County, Applicant, Lorn Tryk (Lorn Tryk Architects), Agent, Requested Final Development Plan Approval to Allow a 51,250 Square Foot Structure, to be Utilized as an Event Center for Equestrian Events, on 11 Acres +. The Applicants Request Included a Variance of Article III, Section 2.3.6 (Height Restrictions) to Allow the Proposed Structure to Exceed 24 Feet in Height and a Variance of Article III, Section 4.4.4.F (Landscaping) of the Land Development Code. The Property is Located at 22 West Kinsell Avenue, within Sections 27 & 28, Township 11 North, Range 9 East, (Commission District 3). Jose E. Larrañaga, Case Manager (Approved 5-0)**
- 2. CDRC CASE # V 14-5270 Virginia Gould & Lauri Hakola Variance. Virginia Gould and Lauri Hakola, Applicants, Requested 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). John Lovato, Case Manager (Approved 5-0)**

B. Miscellaneous

- 1. Approval of County Health Care Assistance Claims in the Amount of \$65,040.50. (Community Services Department/Patricia Boies)**
- 2. Request Approval of Sub-Grant Agreement Number FEMA-4152-DR-100 and Time Extension Amendment with the New Mexico Department of Homeland Security and Emergency Management. (Public Works Department/Robert Martinez)**
- 3. Approval of a Proclamation Honoring Marcella Salazar for 25 Years of Public Service in the Santa Fe County Clerk's Office. (Commissioner Roybal) ISOLATED FOR DISCUSSION**

COMMISSIONER CHAVEZ: Are there any items that would need to be pulled off the Consent for further discussion or what is the pleasure of the Board?

COMMISSIONER HOLIAN: Mr. Chair.

COMMISSIONER CHAVEZ: Commissioner Holian.

COMMISSIONER HOLIAN: If there are no items to be removed –

COMMISSIONER ROYBAL: I do have one item, Mr. Chair. Item II. B, item #3. I'd like to pull it from the Consent Agenda.

COMMISSIONER CHAVEZ: Okay. So that's a proclamation honoring Marcella Salazar for 25 years of public service in the Santa Fe County Clerk's Office. Okay, so then can there be a motion to approve?

MS. MILLER: Mr. Chair, that item is just for approving it, but there is presentation of that item later on.

COMMISSIONER CHAVEZ: Right. So I think what Commissioner Roybal would like to do is have that presentation and that proclamation read at this time.

COMMISSIONER ROYBAL: Yes. That's correct. I'd like to do it all at once.

COMMISSIONER STEFANICS: So, Mr. Chair, I'd like to move the amended Consent Agenda so we can get that out of the way.

COMMISSIONER HOLIAN: I'll second that.

COMMISSIONER CHAVEZ: So there's a motion and a second.

The motion passed by unanimous [4-0] voice vote.

III. ACTION ITEMS

A. Items from Consent Agenda Requiring Extended Discussion

II. B. 3. Approval of a Proclamation Honoring Marcella Salazar for 25 Years of Public Service in the Santa Fe County Clerk's Office

COMMISSIONER CHAVEZ: Geraldine Salazar, the County Clerk, will be reading a portion of the proclamation and then Commissioner Roybal will be reading the remainder of the proclamation into the minutes.

GERALDINE SALAZAR (County Clerk): Thank you, Chair Chavez and Commissioner Roybal. It is a pleasure to read this proclamation for the record. The Board of County Commissioners for Santa Fe County, a proclamation honoring Marcella Salazar for 25 years of public service in the Santa Fe County Clerk's Office.

Whereas, Marcella was born and raised in Santa Fe, New Mexico, graduating from Santa Fe High in 1984; and

Whereas, on April 2, 1990, Marcella began working for the Santa Fe County Clerk's Office as a temporary worker and has continuously worked for the Santa Fe County Clerk's Office since that date; and

Whereas, Marcella was promoted several times and eventually became the administrative manager for the Santa Fe County Clerk's Office; and

Whereas, Marcella served all of her 25 years of public service in the Santa Fe County Clerk's Office, successfully serving under County Clerks Geraldine Salazar, Valerie Espinoza, Rebecca Bustamante and Jona Armijo; and

Whereas, Marcella earned a reputation among County, City of Santa Fe and state officials and colleagues for her knowledge and professionalism, as well as her kind and genuine personality; and

COMMISSIONER ROYBAL: Whereas, in her 25-year career with the Santa Fe County Clerk's Office Marcella excelled within all the departments in the office in which she worked, recording, research, and Bureau of Elections, organized the signature and reading process for documents and items considered by the Board of County Commissioners at its meetings and became a leader and role model by showing professionalism and developing an outstanding relationship with staff; and

Whereas, Marcella's legacy includes training staff and generously sharing the knowledge she obtained over 25 years of public service and providing continuing advice and guidance to all County Clerks and staff for and with whom she worked regarding the history and operations of the Santa Fe County Clerk's Office.

Now, therefore, be it resolved that the Board of County Commissioners for Santa Fe County hereby recognizes Marcella Salazar for her outstanding contributions to the Santa Fe County Clerk's Office throughout her career and most recently as administrative manager, acknowledges her for her devotion to the public service and honors her for her commitment to excellence. Passed, approved and adopted on this 30th day of June 2015, Board of County Commissioners for Santa Fe County. And it's signed by Commissioner Robert A. Anaya, Chair, District 3, Commissioner Liz Stefanics, District 5, Commissioner Henry P. Roybal, District 1, Commissioner Miguel M. Chavez, Vice Chair, District 2, Commissioner Kathy Holian, District 4, Katherine Miller, County Manager, Greg Shaffer, County Attorney, and Geraldine Salazar, County Clerk. Congratulations, Marcella.

MARCELLA SALAZAR (Clerk's Office): Good afternoon. Thank you, Commissioners, for honoring me with this proclamation. Thank you, Commissioner Roybal, Commissioner Anaya, for being long-time friends. Thank you, County Manager Miller, Attorney Greg Shaffer. Thank you, Madam Clerk Salazar for allowing me to finish my journey. Vicki Trujillo, thank you for always being there for me. But mostly I would like to thank my co-workers and I would like to thank all County staff. I know I sound sad but I'm really happy. And I just want to say thank you and I'm going to miss you. Today is my last day here at the County at 5:00 pm. And I also wanted to say that public service has always been my heart. I was always here to serve the public. I don't know what my plan is but I hope it is in public service. But enough being said, I have now received my license to chill and this license has been issued by PERA, so as I leave I might say I made my mark and I paid my dues, so now hand me down my party shoes.

COMMISSIONER ROYBAL: Marcella, hold on one second so we can take a picture, but I also wanted to say that I've known Marcella for about 24 years. I met her when I started working at the County in 1991. Marcella has always been hard-working and a dedicated employee and supervisor. I have had the pleasure of working with her both as a peer and as a customer. When I think of Marcella and the way she served Santa Fe County I think of the words respectful, sincere, professional, hard-working, dedicated. The work ethic that Marcella has demonstrated throughout her career in Santa Fe County is truly honorable and a goal we should all achieve. On behalf of myself and the County Commissioners, Santa Fe County District 1, I'd like to thank you

for choosing Santa Fe County as your career choice.

I also would like to say that you could still change your mind if you would like. I know you're not going to do that. You've earned it and you deserve the retirement and good luck with all your future endeavors. Thank you.

MS. SALAZAR: Thank you.

COMMISSIONER CHAVEZ: Marcella. Good luck in the future. Thank you for your commitment and your dedication and to add on to Commissioner Roybal's remarks, I can only hope that you would be a shining example for the staff that you leave behind and hope that they would aspire to at least some of your standards and your work ethic. But thank you for your time here.

MS. SALAZAR: Thank you.

COMMISSIONER CHAVEZ: Commissioner Holian.

COMMISSIONER HOLIAN: Thank you, Mr. Chair. Thank you, Marcella, for all your hard work over the years. I can't believe you're retiring; you look way too young. Way, way too young. But in any event, I just so appreciate all you've done and I've heard only good things about you and I hope that whatever you do in the next chapter of your life is really fund.

MS. SALAZAR: Thank you.

COMMISSIONER STEFANICS: Mr. Chair.

COMMISSIONER CHAVEZ: Commissioner Stefanics.

COMMISSIONER STEFANICS: Thank you, Mr. Chair. Congratulations. And I know that PERA does not really reward you for staying longer after a certain date and your efficiency would be welcomed here or many other places. If you're going to volunteer, people are going to grab you up. If you want another job, I know you have tons of references. So congratulations and please keep us in mind in the future.

MS. SALAZAR: Thank you. I would also like to say that I know with the Board here, I didn't work with you directly, but I did sit there. But I did work very closely with your liaisons, and I just want to thank you. You have excellent employees that represent you. Thank you. And also I would like to thank your recorder. Her and I have worked together for over 20 years.

KAREN FARRELL (Recorder): You're the best.

COMMISSIONER STEFANICS: I think we want a photo.

[Photographs were taken.]

III. ACTION ITEMS

B. Appointments/Reappointments/Resignations

1. **Appointment of Christine Wendel to the DWI Planning Council**

LUPE SANCHEZ (DWI Program Coordinator): Good afternoon, Mr. Chair, members of the Commission. The DWI Program comes to you today requesting approval of Christine Wendel for the DWI Planning Council. Christine is a strong advocate for behavioral health and substance abuse treatment and would represent the treatment community on the council. And with that I'll stand for questions.

COMMISSIONER CHAVEZ: Any questions of staff?

COMMISSIONER STEFANICS: Mr. Chair, I'd move approval.

COMMISSIONER HOLIAN: Second.

COMMISSIONER CHAVEZ: There's a motion and a second for approval of Christine Wendel to the DWI Planning Council. Any further discussion? Seeing none.

The motion passed by unanimous [4-0] voice vote.

III. B. 2. Appointment of Judy Williams to Community Hospital and Health Care Study Group Established by City of Santa Fe Resolution No. 2014-19

PATRICIA BOIES (Community Services): Mr. Chair, Commissioners, this is the first of two appointments that we're bringing forward pursuant to a City resolution passed last year creating a Community Hospital and Healthcare Study Group. The resolution has a list of about two dozen members and two of the stated members, all of whom are to be appointed by the Mayor with the approval of the City Council are two Santa Fe County Commission representatives. This first appointment that we're asking for approval is of Judy Williams, who is the chair of the HPPC and she has done so much with the Health Policy and Planning Commission and her contribution would be valuable to any study group that is looking at healthcare issues in the community.

COMMISSIONER HOLIAN: Mr. Chair.

COMMISSIONER CHAVEZ: Commissioner Holian.

COMMISSIONER HOLIAN: Mr. Chair, first I want to thank Judy Williams for volunteering to do this and I know that she will be a real valuable addition to that committee. So I move for approval.

COMMISSIONER STEFANICS: Second.

COMMISSIONER CHAVEZ: We have a motion and a second to approve Judy Williams to the Community Hospital and Healthcare Study Group. Any further discussion? Seeing none.

The motion passed by unanimous [4-0] voice vote.

III. B. 3. Appointment of Carolyn Roberts to Community Hospital and Health Care Study Group Established by City of Santa Fe Resolution No. 2014-19

MS. BOIES: Mr. Chair, Commissioners, so this is the second County Commission representative we're bringing forward. Carolyn Roberts is also on the HPPC. She has many years experience as a nurse, including at St. Vincent's Hospital, and we think she'd be a valuable addition to this study group as well.

COMMISSIONER STEFANICS: Mr. Chair.

COMMISSIONER CHAVEZ: Commissioner Stefanics

COMMISSIONER STEFANICS: I move approval of this appointment.

COMMISSIONER HOLIAN: Second.

COMMISSIONER ROYBAL: Second.

COMMISSIONER CHAVEZ: There's a motion and two seconds to appoint Carolyn Roberts to the Community Hospital and Healthcare Study Group. Any further discussion? Seeing none.

The motion passed by unanimous [4-0] voice vote.

COMMISSIONER STEFANICS: Mr. Chair, I have a comment.

COMMISSIONER CHAVEZ: Yes.

COMMISSIONER STEFANICS: I understand that part of the purpose of this study group is to implement the County health plan and I believe that our two representatives will keep the focus on another purpose rather than that. Thank you very much.

III. C. Resolutions

1. Resolution No. 2015-87- a Resolution Establishing Policies and Principles to Govern the Development of Santa Fe County Water Utility Rate Schedules

ADAM LEIGLAND (Public Works Director): Mr. Chair, Commissioners, the item in front of you is just a resolution to establish certain policies and principles in the promulgation of a water utility rate schedule. The memo goes into some detail of first of all, why we think our current rate schedule does not reflect some of the principles that we're asking for, and it also mentions that we are creating a rate schedule since we think our current one is outdated and we plan to bring that back to you later in the summer. And so what we're looking for today is just principles to incorporate in the development of our rate schedule. If I may just direct your attention to them on the memo, you'll see eight principles.

Some of them actually we're already doing. For instance the tier rate structure. We already have a [inaudible] block tariff rate. That's a standard attribute of a rate schedule. It encourages conservation. We just want to articulate that we want to maintain that. Customer class equity, for instance, which is number 3, we already do that. We just wanted to make sure that it's formally recognized. Some of the new ones we want to include, this idea of geographic equity. This is the recognition that certain service areas maybe cost more to serve than others. Something else we want to look at is automatic inflation-based changes, which is a recognition that the costs, the inputs into service increase, labor increases, other things increase in price. And then an idea of regional parity. We are in a region. When we do promulgate a new rate schedule we want to make sure that it's not wildly dissimilar from our neighbors so that customers aren't punished by living across arbitrary political boundaries. And then financial sustainability.

I will mention that many of these, when we created these principles, we actually examined – we looked across the state at what other jurisdictions are doing, so just to give you an idea, for instance, the idea of geographic equity, numerous jurisdictions around the state have some sort of geographic equity component to the rates, so for instance Eldorado Water and San District, the Edgewood, Las Cruces, Artesia, Portales – these are just some examples. The inflation-based changes, for instance, Hobbs and

Farmington as an example have this already built into their water rate ordinance. So these principles here are well established in the state. They're nothing new. We're just really kind of doing two things here. We're bringing them – formalizing things we've already been doing for several years and then maybe bringing some new – not new to the state but new to the our utility.

And so as I said, if we get these approvals, if we get these principles approved today we'll incorporate those into the fee schedule which we're already working on. We're doing an internal cost of service study, and then we'll bring a new rate schedule back to this Board for approval in September. So with that, Mr. Chair, I'll stand for any questions.

COMMISSIONER CHAVEZ: Okay. Questions of staff?

COMMISSIONER STEFANICS: Mr. Chair.

COMMISSIONER CHAVEZ: Commissioner Stefanics.

COMMISSIONER STEFANICS: I'd like to just clarify that this resolution is for the County staff to set standards so that they can come back to us with a rate schedule in September. Is that correct?

MR. LEIGLAND: Mr. Chair, Commissioner Stefanics, that's exactly correct. These guiding principles will allow us to produce a rate schedule. If you look at the last page of the packet you'll see what our current rate schedule is. These principles will just allow us to tweak this to reflect these principles. What you might see, for instance, is customer classes might be modified somewhat but also rates might be adjusted. That sort of thing.

COMMISSIONER STEFANICS: So, Mr. Chair, I would ask that when they bring the rate schedule back that they have the old on a comparison chart with the newly proposed. And with that I'd move for approval.

COMMISSIONER HOLIAN: I'll second that.

COMMISSIONER CHAVEZ: There's a motion and a second. Any further discussion? Holian.

COMMISSIONER HOLIAN: Yes, Mr. Chair. First of all thank you very much Adam and Claudia and whoever in staff worked on this as well on doing the research to put together these recommendations and I have to say that I agree with all the principles that you outlined. This really strives for fairness, I think, but at the same time it takes into account certain realities. As you mentioned, the seasonality for example, and geographical considerations and inflation in prices and so on. And I think that we don't want to get into the situation like they have in California now. I'm familiar with the situation that has to do with the East Bay Municipal Utility District, which is called East Bay MUD in California, and they are in a very difficult situation right now because people have cut back drastically on the amount of water that they use. In fact I think it was mandated that they cut back 30 percent. But unfortunately, that means 30 percent less revenue for the utility district, and they don't know how they're going to provide all the maintenance and operation.

They're actually a standalone utility; they're not part of a local government so there's not a general fund that they can raid in order to get money for their operating expenses. And so I think that we just sort of need to take all this – it's very critical to design a good rate structure so that you don't get yourself into trouble. And we're at a

really critical time right now because our utility is really growing. The infrastructure is expanding. We're taking in other mutual domestics and water associations that were tired of operating their own utilities and so we really have to be extremely careful about how we design rates.

So anyway, I'm very, very supportive of what you have outlined here.

COMMISSIONER CHAVEZ: Did you want to respond?

MR. LEIGLAND: Mr. Chair, Commissioner Holian, thank you for those words. Actually, the situation you describe for EBMUD is actually much closer to home. When we were researching these rates we would look at the minutes, for instance, the City of Portales faced this exact same situation last year and so they had to implement a very large – a three-year very large fee increases like 15 percent per year in order to get themselves whole and they came back and said after essentially a 50 percent increase over three years then they're going to implement a CPI based, and I also agree with you that this is a good point for us to do this in our customer base, a very good point, so I think we're ahead of the curve and I think we're learning from others. I think we're looking across the state and the Southwest to see what's going on and I think we're in good positions.

COMMISSIONER CHAVEZ: So Adam, I just have a couple of maybe questions or observations. The tiered rate structure, I think generally it's going in the right direction and also in the seasonality, the concept that we would charge more during the peak season, especially during the warmer months. I think that's good but I guess where I'm kind of struggling is with the idea that just because one can pay to use more that should be able to use more. Has there been any discussion about a cap or actually limiting what you can use? Especially in the drier warmer parts of the season.

MR. LEIGLAND: Well, Commissioner Chavez, that's actually an interesting concept. We did not look at a cap. I think a cap would probably be difficult to pass. Some utilities are going to more of a water budget based model where you go to an individual plot of a parcel and then you say this is your water budget. And then if you stay within that your water will be x-price, but if you go outside your water budget it's vastly, vastly more expensive and that's not necessarily a cap, so to speak, but it's a very, very strong pricing disincentive.

COMMISSIONER CHAVEZ: It's punitive.

MR. LEIGLAND: It's punitive. It's a punitive pricing disincentive. So one way to get at what you're getting at is what we already have which is you can have usage restrictions, so you can have the different stage usage restrictions where you say if we're in stage 2 you can only water so many times a week, so that's one way to govern the usage behavior you mentioned. The other thing, a lot of people would say that if you just price it properly that's what – we live in a market economy so as long as the pricing is correct people will be able to make their – the price will indicate the value of that particular commodity. So it gets to the challenge of properly devising a rate structure because on the one hand, water is not like other commodities. People have a certain and basic right to some amount of water to live their lives but another point that water becomes discretionary. And it's the discretionary water that you were talking about.

COMMISSIONER CHAVEZ: Right. Okay. Well, I just wanted to have the discussion now as part of this meeting to see if – I would assume – I was assuming

that it was part of the discussion I just didn't know exactly if it had settled anywhere or not. And then moving on down on to the backup supplies, backup water supplies, especially on a firm on-demand basis are more expensive than normal supplies. The cost of backup water should be incorporated into the overall cost of water. So have you – I'm sure you have determined which sources are more expensive as far as production cost is concerned.

MR. LEIGLAND: Mr. Chair, yes. The idea behind this is when you have a backup supply you have to have that water available at a moment's notice so while that water's sitting there waiting to be backup water you're not necessarily – it's just sitting there unused and so that's sort of an opportunity cost. That's revenue you could have gotten otherwise. So there's that and also you typically need backup water when water in general is more scarce. So the County currently, our backup source is the City's water resource agreement and they have communicated to us their price, which on a unit cost basis is higher than what we see on our primary source of supply.

The Commission did pass a resolution asking us to look at groundwater wells as a backup supply so as we develop that over time we'll have to price – that becomes our backup water supply. We'll have to price that in there too. But right now our backup supply is the water resources agreement.

COMMISSIONER CHAVEZ: So having said that, would it be a fair assumption to say that our groundwater would be – would cost less to produce than our Buckman Direct Diversion water?

MR. LEIGLAND: Well, Mr. Chair, I don't know if we can say that yet, if you did the fully loaded cost of the groundwater well, if you were to amortize the development of it, the purchase of the water rights, the infrastructure to get that water to the point of diversion to your system, and then of course there's all the pumping. And then if you know how we fully amortize our capital investment in BDD, so you'd have to look at that. But we do have a pretty good idea. Right now we pay about \$3.42 per thousand gallons at Buckman, the County does that. And the City has indicated to us that they intend to charge us \$7.28 per thousand, so that gives you an idea.

The City – from what we can tell, across their enterprise they seem to be about \$3 per thousand too, so that gives you an idea.

COMMISSIONER CHAVEZ: Thank you, Adam. Those are just my questions and observations. We have a motion and a second but I do want to allow for some public comment on these resolutions so I would like to now open the meeting up for public comment on this resolution establishing policies and principles to govern the development of Santa Fe County water utility rate structure. Seeing no public I will now close the public comment portion of the meeting and go back to the Board. There was a motion and a second.

The motion passed by unanimous [4-0] voice vote.

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

III. C. 2. Resolution No. 2015-88, a Resolution Committing Santa Fe County Fund Balance

CAROLE JARAMILLO (Finance Director): Good afternoon, Mr. Chair, Commissioners. You have before you a resolution to commit Santa Fe County fund balance in accordance with Resolution 2015-84. If you recall at the last BCC meeting you all approved the fund balance reserve and budget contingencies policy. Established within that policy were levels of reserves and it also formalized the process for committing fund balance. The fund balance, according to the policy, must be committed by formal Board action by June 30th of each year and I am respectfully requesting approval of the resolution to commit the fund balance in accordance with the policy, and I stand for any questions.

COMMISSIONER CHAVEZ: Thank you, Ms. Jaramillo. Questions of staff? Seeing none, this is also a resolution. I want to allow for public comment on this. Are there any members of the public here this afternoon that would like to speak on this item? Seeing none, then I will close the public hearing portion of the meeting and ask the Board their pleasure.

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

COMMISSIONER STEFANICS: Second.

COMMISSIONER CHAVEZ: We have a motion and a second to approve a resolution to commit Santa Fe County fund balance in accordance with Resolution 2015-84. There's a motion and a second.

The motion passed by unanimous [4-0] voice vote.

III. C. 3. Resolution No. 2015-89, a Resolution Authorizing the Surplus of Fixed Assets in Accordance with State Statute

MS. JARAMILLO: Thank you, Mr. Chair, Commissioners. Each year the Finance Division gets together with each department and elected office and they go through their fixed asset to determine what may be broken or obsolete or otherwise needs to be disposed and they are submitted to other departments to see if any other departments may need it or to NMAC to see if any other counties may need it, and anything that's left would need to go to surplus. This resolution that you have before you, there's actually two for the surplus. One is to surplus items with a value, an estimated value greater than \$5,000 and one is the larger one is to surplus items that have a value of less than \$5,000. I'm not sure which order they are in in your packets because they have the same caption.

COMMISSIONER CHAVEZ: Right. So we can start with the first one then. A resolution authorizing the surplus of fixed assets in accordance with state statute. That's the first one in our packet. Are there any other questions of staff? What's the pleasure of the Board?

COMMISSIONER HOLIAN: Move for approval.

COMMISSIONER STEFANICS: Second.

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

The motion passed by unanimous [4-0] voice vote.

III. C. 4. Resolution No. 2015-90, a Resolution Authorizing the Surplus of Fixed Assets in Accordance with State Statute
[Exhibit 1: Additional Surplus Fixed Assets]

MS. JARAMILLO: Mr. Chair, the other resolution is to surplus the remainder of the fixed assets on our list. If it's the larger packet that is the items that have an estimated value of less than \$5,000, and I'll note there was an additional page added to your packet for three items from the Sheriff's Office that were late in arriving.

COMMISSIONER CHAVEZ: So the motion would just have to reflect that there were additions to the packet then on this item. Okay. Questions of staff? This is a resolution authorizing the surplus of fixed assets in accordance with state statute.

COMMISSIONER HOLIAN: Mr. Chair.

COMMISSIONER CHAVEZ: Commissioner Holian.

COMMISSIONER HOLIAN: I move for approval.

COMMISSIONER STEFANICS: Second.

COMMISSIONER CHAVEZ: We have a motion and a second. Any further discussion? Seeing none.

The motion passed by unanimous [4-0] voice vote.

III. C. 5. Resolution No. 2015-91, a Resolution Authorizing the Donation of Fixed Assets in Accordance with State Statute

MS. JARAMILLO: Thank you, Mr. Chair. As I mentioned earlier, part of the process in determining how to dispose of fixed assets is giving other counties the option of taking the fixed assets from us by way of a donation. The Assessor's Office has agreed with Sierra County's Sheriff's Office to donate some office furniture as outlined in the memo. There's eight cubicle workstations, eight desk chairs, a conference table and a cherry wood desk and nine teal wood chairs and they will be donated to the Sierra County Sheriff's Office.

COMMISSIONER CHAVEZ: Thank you for mentioning that. I think it's always good to let the public know where our surplus is going and it does help other counties. I was in Taos yesterday and they were commenting on how fortunate they are that sometimes they can go into surplus and find things that we no longer use and it's good. They're happy with it. So I think that was real encouraging for me to hear that from somebody in Taos. I was there for a different event but that came into the discussion so I thought I would share that with you.

MS. JARAMILLO: Thank you.

COMMISSIONER CHAVEZ: So Any other questions for staff?

COMMISSIONER ROYBAL: I'd like to make a motion to approve.

COMMISSIONER STEFANICS: Second.

COMMISSIONER CHAVEZ: Okay, there's a motion to approve the donation of fixed assets in accordance with state statute. There's a motion and a second.

The motion passed by unanimous [4-0] voice vote.

III. C. 6. Resolution 2015-92, a Resolution to Write-Off Uncollectible Accounts of the Santa Fe County Corrections Division

MS. JARAMILLO: Thank you, Mr. Chair, Commissioners. Back in June of 2014, so a year ago, the BCC approved Resolution 2014-45, which is a resolution to adopt a policy for accounts receivable allowance and doubtful accounts in writing off of doubtful accounts. The policy establishes a process for us to do that. One of the things that we have to do is to bring a listing to you by June 30th to write off any uncollectible receivables that we have that are four years old or older. I attached a listing of those receivables to the resolution for your review and these receivables have been attempted to collect. They're all very old, prior to June of 2011, and we feel like there is not any real chance that we will be able to collect these receivables. So we're requesting that we be allowed to write them off. I stand for any questions.

COMMISSIONER CHAVEZ: Questions of staff?

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

COMMISSIONER STEFANICS: Second.

COMMISSIONER CHAVEZ: There's a motion and a second to approve this resolution to write off uncollectible accounts in the Corrections Division.

The motion passed by unanimous [4-0] voice vote.

COMMISSIONER CHAVEZ: So that's Resolution 2015-92?

MS. SALAZAR: Correct.

COMMISSIONER CHAVEZ: And can I go back to the item, Resolution 2015-91 and Ms. Jaramillo, there was additional information that was provided for that item from the Sheriff's Department.

MS. JARAMILLO: That was in 2015-90, and I believe that it was added – my understanding is that the additional items had been provided to you prior to the meeting.

COMMISSIONER CHAVEZ: And it's a list of three items?

MS. JARAMILLO: Yes, sir. It's a list of three items from the Sheriff's Office. They are a 2009 Chevy Impala, a radar galaxy trailer – actually there's two different radar galaxy trailers.

COMMISSIONER CHAVEZ: Right. So I just wanted to have the record reflect that. Okay. Thank you.

III. D. Miscellaneous

1. Request Approval of Professional Services Agreement Between Santa Fe County and Modrall, Sperling, Roehl, Harris & Sisk, PA, No. 2015-0308-FI/MY to Provide Professional Legal Bond Counsel Services for General Obligation Bonds, Revenue Bonds, Special Assessment Bonds or Other Bond Financing Transactions Undertaken by the County

BILL TAYLOR (Purchasing Manager): Thank you, Mr. Chair, Commissioners. You summed it up, Mr. Chair. I'll stand for any questions. Now, Purchasing, the County goes out every four years for legal bond counsel services and we issued the RFP. We received response and the most qualified was the firm Modrall, Sperling, Roehl, Harris & Sisk. And I will stand for any questions, Mr. Chair.

COMMISSIONER CHAVEZ: Thank you. Questions to staff?

COMMISSIONER STEFANICS: Mr. Chair, I'll move for approval.

COMMISSIONER HOLIAN: Second.

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

The motion passed by unanimous [4-0] voice vote.

III. D. 2. Request Approval of Construction Agreement Between Santa Fe County and Fire Training Structures LLC, No. 2015-0335-FI/MY for the Purchase and Installation of a Pre-Designed, Pre-Engineered, Two-Story, Modular Fire Training Tower for the Santa Fe County Fire Department and the Ratification of the County Manager's Signature on the Purchase Order

MR. TAYLOR: Thank you, Mr. Chair. The Fire Department was in need of a fire training tower for their volunteers and firefighters in the department. We issued the IFB for this structure. The reason for the issuance of the purchase order was the timeline on the \$100,000 grant the Fire Marshal provided from the state that the money be encumbered into a purchase order, not issued to the vendor yet. It's still with Purchasing, but we wanted to meet that June 15th deadline, Mr. Chair. And with that, I'll stand for any questions.

COMMISSIONER CHAVEZ: Thank you. Questions of staff?

COMMISSIONER HOLIAN: Mr. Chair, I have a question of Chief Sperling. I attended the graduation, as you know. The graduation ceremony at the Santa Fe Volunteer Firefighters yesterday. Great, great ceremony, although I felt like I was crashing a family reunion or something like that. But in any event, I know that we – in the video that was shown, we saw the firefighters training in a structure. I think it was at the Agua Fria fire station, that was a fire training structure. And I was just wondering if this is going to replace that. Is it going to allow more complex training? And will it save the firefighters from having to go to Socorro? I'm just wondering what the purpose is.

DAVE SPERLING (Fire Chief): Mr. Chair, Commissioner Holian, so this,

our intention is that this replace the existing burn building structure at the Agua Fria training grounds, which has been in use for some 20 years and is well past its serviceable life. This will allow us to do more complex and integrated training scenarios. It's a two-story structure. It's got both a class-A burn room, which is wood materials, and then a class-B, or LPG burn room for clean burning. It's got a reconfigurable maze for search and rescue practice, interior staircase, a rappelling tower and a number of appropriate firefighter props for roof entry, forcible entry through doorways and breaching walls.

So it's going to be a great addition to our training program. We also have several other burn structures around the county. One up in La Puebla, one in Stanley that it's our hope that we can replace with something not of this nature but just a smaller regionalized burn room for local training. I don't foresee it replacing our need to go to the Socorro, New Mexico firefighters training academy. It will supplement what we do but in order to certify our firefighters in the IFSAC process we will still be taking our recruit academies, both career and volunteer, to Socorro at points in the future.

COMMISSIONER HOLIAN: Thank you, Chief Sperling. I agree. I think this will be a great addition, so therefore I move or approval.

COMMISSIONER CHAVEZ: We have a motion. Do I hear a second?

COMMISSIONER STEFANICS: Second.

COMMISSIONER CHAVEZ: We have a motion and a second.

The motion passed by unanimous [4-0] voice vote.

III. D. 3. Request Approval of the Professional Services Agreement, Cash Management Services Master Agreement and Global Addendum to Cash Management Agreement Between Santa Fe County and First National Bank of Santa Fe, NA; and Delegate Certain Signature Authority to the County Manager [Exhibit 2: Updated Memo]

COMMISSIONER CHAVEZ: Mr. Taylor, before you start, I want to bring our attention to another document that was distributed here on our dais for item III. D. 3. So you might want to reference this as part of your presentation.

MR. TAYLOR: Yes, Mr. Chair. If you don't mind I'll start right out with what's been provided to you today. In today's Board packet what was provided for you Friday were three agreements, which was the County's professional services agreement between Santa Fe County and First National Bank. There was a cash management master agreement and there was a global addendum agreement. There's been some negotiations to fine-tune the cash management master agreement which the changes have been made and listed out here on your handouts and it also called for the addition of a side letter agreement that was added to your packet.

Today the County's professional service agreement that was in your packet originally was not changed nor was the global addendum. So I can go through these items that were changed in the cash management master agreement and address the side letter agreement if you'd like, Mr. Chair, or I'll stand.

COMMISSIONER CHAVEZ: What would the Board like? To have Mr.

Taylor do the full presentation and give us a comparison?

COMMISSIONER HOLIAN: Mr. Chair, I'll make a motion for approval.

COMMISSIONER STEFANICS: I'll second.

COMMISSIONER CHAVEZ: There's a motion and there's a second. Any further discussion? Seeing none.

The motion passed by unanimous [4-0] voice vote.

III. D. 4. Request Approval of LDWI Detox Grant Agreement No. 16-X-I-G-27 with the New Mexico Department of Finance and Administration, Local Government Division, in the amount of \$300,000.00 to Provide Detoxification Services in Santa Fe County

MR. SANCHEZ: Thank you, Mr. Chair, members of the Commission. This is the funding that allows Santa Fe County to provide detoxification services for alcohol and substance abuse for Santa Fe County residents and with that I'll stand for questions.

COMMISSIONER HOLIAN: Mr. Chair, I'll move for approval.

COMMISSIONER ROYBAL: Second.

COMMISSIONER CHAVEZ: Okay, there's a motion and a second. Any further discussion? Seeing none.

The motion passed by unanimous [4-0] voice vote.

III. D. 5. Request Approval of 2017-2021 State of New Mexico Infrastructure Capital Improvements Plan (ICIP) Public Outreach Schedule

ERIK AABOE (Public Works): Mr. Chair, Commissioners, the memo in your packet details the outreach meetings that we have scheduled for the month of July to get public input for the infrastructure capital improvement plan and we will go out to the public, solicit their input, and then come back to you at the end of July and the beginning of August for the public hearings for the ICIP and with that we will be able to prepare a list of projects to request funding from the state legislature under their ICIP program. I'll stand for any questions.

COMMISSIONER CHAVEZ: And just to clarify for the public, Mr. Aaboe, without the ICIP list and without these projects being on that list they're not eligible to be considered for funding from the state legislature.

MR. AABOE: Mr. Chair, that's correct. The Governor has indicated and the Department of Finance and Administration have indicated that for any project to receive funding through the ICIP capital program the project needs to be on the ICIP which is submitted annually each fall.

COMMISSIONER CHAVEZ: Thank you. Questions of staff?

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

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

COMMISSIONER ROYBAL: Second.

COMMISSIONER CHAVEZ: There's a motion and a second to approve the ICIP public outreach schedule. A motion and a second.

The motion passed by unanimous [4-0] voice vote.

COMMISSIONER STEFANICS: Mr. Chair.

COMMISSIONER CHAVEZ: Yes, ma'am.

COMMISSIONER STEFANICS: I'm sorry. Let's go back to the ICIP public outreach schedule. I just wanted to notify the individuals in Eldorado and along the 285 Corridor that I intend to use July 21st, 6 pm as a townhall meeting along with the ICIP meeting. I would invite any other Commissioners who want to be there. I know everybody might be busy. And I would ask that either our County Manager or our Deputy County Manager be present. Thank you.

COMMISSIONER CHAVEZ: I appreciate your bringing that up and I don't know if there's been any discussion about the July 6th date at the Nancy Rodriguez Community Center but I think that would also maybe be a good time to have a portion of that meeting function as a townhall meeting and maybe staff could help me on that. I think that would be good because it would invite others into the Agua Fria Village and I'm sure that the Village would encourage that. I think they've worked in some cases as sort of a regional outreach to the traditional villages in the area. Thank you, Commissioner Stefanics, for jogging my memory on that one. Any other comment? Commissioner Holian.

COMMISSIONER HOLIAN: Mr. Chair, I just want to let Commissioner Stefanics know that I will try to be at that meeting, because it sort of borders my district as well. Also, I just want to let anybody who's out there listening know that I will be at the meeting at the Hondo fire station #2 on July 22nd, and I will be available for any questions people have as well as the ICIP discussion.

COMMISSIONER CHAVEZ: Adam, maybe you should read the list of community meetings, where they are and date and time.

MR. LEIGLAND: Mr. Chair, so the Nancy Rodriguez, July 6th at 5:30, as you mentioned. Madrid fire station, July 9th at 6:00. Pojoaque satellite office, July 13th at 6:00. The southern region fire station, which is in Edgewood, July 15th at 6:00. As Commissioner Stefanics mentioned, Eldorado Senior Center, July 21st at 6:00. As Commissioner Holian mentioned, Hondo fire station #2 July 22nd at 6:00. And then the Commission itself, you're having two hearings here. One is July 14th and then August 11th. Those will be in these chambers.

COMMISSIONER CHAVEZ: Good. Thank you, Adam.

III. E. Ordinances

1. **Request Authorization to Publish Title and General Summary of an Ordinance Amending Ordinance No. 2012-5 to Clarify that the County is not Prohibited from Maintaining Roads Located on County-Owned Property**

MR. LEIGLAND: Mr. Chair, Commissioners, the Housing Authority has long struggled with how to maintain the roads in our Housing Authorities, particularly Camino Jacobo, which is inside the city. It's within city limits. It's kind of neither fish nor fowl in terms of is it annexed by the City? Is it County property? And so the Housing Authority had kind of asked the County, how can we maintain the roads? So related to that is the County has other transportation related properties, major parking lots and whatnot that also need maintenance, but our 2012 procurement ordinance specifically says that we can only maintain roads that are on our County roads list. And that was a well intentioned paragraph. We don't need to stray from that but we realized that maybe we can address the gray zone that Camino Jacobo is in by making a slight tweak to that procurement ordinance, which basically says it's either a County road out in the county or it's a transportation-related land use on our County-owned property. That's essentially what this does.

This will allow us to kind of fill in – address those maintenance facilities that have sort of fallen through the cracks if you will. Pun intended. So with that, Mr. Chair, I'll stand for any questions.

COMMISSIONER CHAVEZ: Questions of staff on this? This is just an authorization to publish title and general summary. So what is the timeline on this, Adam? I don't know if you've already touched on this.

MR. LEIGLAND: Mr. Chair, the standard process is we will publish title and general summary. We'll do that. We'll bring it back to the Commission for the public hearing and presumably approval at the July 28th meeting and then it would go into effect 30 days after that. In the meantime we can come up with a plan to address some of the needs that this would allow us to address.

COMMISSIONER CHAVEZ: Questions of staff?

COMMISSIONER HOLIAN: Mr. Chair, I move for approval to publish title and general summary of an ordinance amending Ordinance No. 2012-5, regarding maintenance of roads that are located on County-owned property.

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

COMMISSIONER STEFANICS: Second.

COMMISSIONER CHAVEZ: Okay, there's a motion a second.

The motion passed by unanimous [3-0] voice vote. [Commissioner Roybal was not present for this action.]

IV. **MATTERS OF PUBLIC CONCERN**

COMMISSIONER CHAVEZ: Are there members of the public that would like to address the County Commission at this time? Please come forward. Any members of the public here in attendance that would like to address the County Commission at this time? Yes, ma'am. Please come forward.

DIANE SENIOR: My name's Diane Senior and I'd like to comment about an upcoming agenda item on the DCIs. Just one request. The public meeting locations that were listed in the announcement that went out does not include any locations in the Madrid-Cerrillos area. The closest to us is Galisteo and I'd like to request if possible on the schedule that we create time for a local meeting in the Madrid-Cerrillos area.

COMMISSIONER CHAVEZ: Okay. I think that's duly noted. Right? We're okay? Yes. Are we okay with that? We can move on? Okay. So that will close then the public comment portion of the meeting.

V. DISCUSSION/INFORMATION ITEMS/PRESENTATIONS

A. Presentations

1. Presentation, Update and Request for Direction on the Ortiz Mountain Preserve [Exhibit 3: Transition Plan]

TONY FLORES (Deputy County Manager): Thank you, Mr. Chair. We have been keeping the Board apprised of the situation that occurred on May 15th with the Ortiz Mountain Preserve and the lack of property management or the ability to have a property manager on there after the Santa Fe Botanical Garden business decision. Staff has been working together. We coordinated a team of staff to actually go out and tour the property to do some evaluation of the property and to look at ways that we could actually prepare a short-term transition plan that will be discussed by Maria in a second.

I want to point out that this is a collective recommendation. We had staff from Public Works, Growth Management, Public Safety including the Fire Department. Our Risk and Legal offices as well as the County Manager's staff and others go out and tour the site on two different occasions. So what's going to be presented today is a collection of those ideas and thoughts of potential options for moving forward for this unique property. And with that, Mr. Chair, I'd like to turn it over to Maria Lohman.

MARIA LOHMAN (Open Space): Hello, Mr. Chair, Commissioners. Today I am presenting the draft transition plan for the Ortiz Mountains Educational Preserve. This draft plan outlines the history and existing conditions of the property, including how and when the property was acquired, and the agreements that are in place that regulate how the property can be used. The plan also summarizes the interim objectives for the property, the issues the County faces and how they will be addressed.

The Santa Fe Botanical Garden acquired the Ortiz Mountains Educational Preserve in 1995 as part of a settlement between Lack Minerals USA, Incorporated, and the Friends of Santa Fe County to address the cleanup of the Cunningham gold mine. The Santa Fe Botanical Garden was chosen as the recipient of the property due to the educational programming offered by the organization and their intent to use the property as a natural history and outdoor educational area. The preserve totals 1,350 acres and includes the highest peaks in the Ortiz Mountains, including Placer Peak.

In 2007, Santa Fe County purchased the preserve from the Santa Fe Botanical Garden for \$380,000. As part of this purchase agreement Santa Fe Botanical Garden continued to manage the preserve in a way that supported stewardship and appropriate public use of the property. This agreement allowed Santa Fe Botanical Garden to design and install trails to enhance visitors' experiences while at the same time protecting sensitive resources and improving environmental quality of the preserve.

This agreement expired in 2008. However, the Santa Fe Botanical Garden continued to manage the property as an educational preserve until May 2015. Santa Fe Botanical Garden was required to set aside 20 percent of the net proceeds of the sale, which was about \$76,000 in an endowment account to use in the long-term operations and maintenance of the property. This entire amount was put towards operating the property since 2007.

Currently access to the reserve is through an agreement with Lack Minerals, Incorporated. You can see on this map the County parcels in green and the access easement is in blue. The access is approximately 2 ½ miles long through Lack Minerals property. The road is very rough and limited improvements have been made by the Botanical Garden. This agreement allows for ingress and egress, temporary parking in designated areas which on this map is really small. It's pink. The agreement allows for the location of portable restroom facilities on a seasonal basis. The agreement also specifically excludes overnight camping, parking, hunting, recreational use of motorcycles, ATVs, and snowmobiles, as well as equestrian use except for pack animals used for maintenance of the preserve.

Lack Minerals has the right to terminate or relocate the easement. In 2001 as part of the settlement a conservation easement was placed on the preserve. This conservation easement was transferred to the County with the purchase in 2007. The purpose of the conservation easement is to assure that the property will be retained forever in its natural scenic, forested and open space condition and prevent any use that will significantly impair or interfere with the conservation values of the property.

Some prohibited uses include commercial or industrial uses, construction of buildings, any activity that causes significant soil erosion, removal of trees and alteration or manipulation of water courses and wetlands. There is also no camping, hunting, igniting of open fires, dumping or use of automobiles, trucks, vans, ATVs, snowmobiles or motorcycles on the property. And this applies to all 1,350 acres of the preserve.

The Santa Fe Botanical Garden relied heavily on docents to manage and staff the educational programs at the preserve. Volunteer docents organized, scheduled and led tours and hikes in the preserve. There's a difference between hikes and tours. Hikes are strenuous, usually to Placer Peak and other high peaks. The tours are more educational in nature, less strenuous, themed. They could be a bat tour or a butterfly tour or a plant tour, for example. The group of docents are very dedicated and active and they're very interested in the future of the property and in keeping the property open as an educational preserve.

Currently there are a few amenities at the property, including a shelter with picnic tables and benches. There's a vault toilet and even a bat cupola installed by the abandoned mining land program, I believe in 1997. There are also a few trails. Some of these trails are in better shape than others.

There are several issues facing the property. The property is remote and difficult to get to, not just by visitors but also emergency vehicles. The road is one-way, narrow, and very, very steep. It requires high-clearance four-wheel drive vehicles to navigate through the access road to the County property. Also, due to the sudden departure of the Botanical Garden in May there is no budget for the operations and maintenance of the property in fiscal year 2016.

In order to address these existing limitations while still operating the property in accordance with the original purpose as a natural history and outdoor educational area County staff are prepared to sponsor, with the help of the volunteer docents, up to three events before the end of September 2015. Hikes will begin from the preserve which will require driving high-clearance four-wheel drive vehicles on the access road. In order to do this staff will coordinate to make improvements as necessary to the access road. However, we will decide as necessary that the road is not safe for motor vehicled traffic and may decide hikes will begin from the bottom gate. Staff will coordinate with emergency services to develop an emergency access plan. Staff will coordinate to develop emergency procedures and docent training protocol and orientation in order to allow them to help us lead these hikes.

The transition plan only addresses the current needs of the property in order to open the preserve this season. However, it does not address the long-term maintenance and operation needs for the County. Those issues will be addressed in the property management plan. Staff identified the preserve as a property in need of a management plan in January. The management plan will evaluate the existing conditions and resources, establish maintenance priorities and processes, identify needed capital improvements and set the management framework that will allow access by the public while preserving cultural and archeological resources of the preserve.

The management plan will address the long-term vision of the property and it will also include an analysis of alternative access routes to the property. The management plan project will go out to bid early fall 2015 and is anticipated to be completed in early spring 2016 in order to facilitate the planning for fiscal year 2017 and the 2016 operational season of the preserve. And with that, I will stand for questions.

COMMISSIONER CHAVEZ: Thank you. Questions of staff?

Comments?

COMMISSIONER ROYBAL: Mr. Chair.

COMMISSIONER CHAVEZ: Commissioner Roybal.

COMMISSIONER ROYBAL: I was just curious. On the actual picture the parking was really small, but how many vehicles can it accommodate?

MS. LOHMAN: I don't know the answer. It's not very big. Maybe four.

COMMISSIONER ROYBAL: Okay.

COMMISSIONER STEFANICS: Mr. Chair.

COMMISSIONER CHAVEZ: Commissioner Stefanics.

COMMISSIONER STEFANICS: I've had the opportunity to visit this preserve a few times and one of the neatest times is when there is a full moon for the departure of bats from the bat cave. And it's a rather unique opportunity that people in this area don't get very often. So if one of those September outings could be geared towards that I know that was a favorite in the past and you might try to look at that again.

The road – I'd be very interested in hearing what our roads crew thinks could be done with that road. It is steep, it's winding. It is very rocky and since we have purchased it, it along with many other things that we have purchased should be available to the public. So this is an example, along with many other things that we've spent money on that we didn't quite go to all of the plans necessary to make sure it was going to be utilized. So I'll be interested in watching this as seeing what happens. Thank you.

MS. LOHMAN: Thank you.

COMMISSIONER CHAVEZ: Other comments, questions? This is an action item. The request on this is direction from the Board of County Commissioners to implement the transition plan. Right, Mr. Flores?

MR. FLORES: Mr. Chair, that's correct. Based upon the short-term objectives of three tours through September.

COMMISSIONER CHAVEZ: Well, to follow up on Commissioner Stefanics' comment I think that the transition plan is probably I think right now our best effort to be sure that we can allow access to the property with the limited funds that we have and depending on volunteer docents to make that happen so without the transition plan we would do nothing? Close it off?

MR. FLORES: Mr. Chair, because the preserve is so unique the schedule that was operated under by the Botanical Garden and the docents was a six-month window. We're kind of three months into that now. That's what led us to try to identify the next three months. Without some type of interim plan we would be before you recommending that we not open it up on a limited basis until all these other issues are resolved. This is our best attempt to try to keep the preserve open and maintain at least three months of the schedule.

COMMISSIONER CHAVEZ: Okay. Thank you. That clarifies it a little bit more for me and I think it sends the message to the public that we would rather that this property be used for recreational and other educational uses and purposes. So having said that, pleasure of the Board?

COMMISSIONER HOLIAN: Mr. Chair, I move to move forward with the plan.

COMMISSIONER CHAVEZ: So there's a motion to implement the transition plan for the Ortiz Mountains Education Preserve.

COMMISSIONER ROYBAL: I'll second.

COMMISSIONER CHAVEZ: There's a motion and a second. Any further discussion? Mr. Flores, did you want to add?

MR. FLORES: Just for clarification. This is the short-term option that we're presenting today. I don't want the Board to be considering a long term until we're prepared to be there.

COMMISSIONER CHAVEZ: Right. Okay. Thank you. So there's a motion, there's a second.

The motion passed by unanimous [4-0] voice vote.

V. A. 2. Presentation of an Ordinance Regulating Developments of Countywide Impact (DCIs), Specifically Sand and Gravel, Junkyards and Landfills [Exhibit 4: Ordinance Text]

PENNY ELLIS-GREEN (Growth Management Director): Mr. Chair, I'll go ahead and introduce the consultants. I'll just do a brief overview and then introduce our consultants to do the presentation.

COMMISSIONER CHAVEZ: Good. Okay. Thank you.

MS. ELLIS-GREEN: Thank you, Mr. Chair, Commissioners. On September 16, 2014 the Board approved an ordinance imposing a moratorium on certain DCIs. That moratorium expires September 16th of this year. The DCIs subject to the moratorium consist of sand and gravel extraction requiring blasting, junkyards and landfills. This ordinance that Willy just handed out provides regulations for these three DCIs. As the SLDC does not come into effect until the zoning map is adopted the DCI regulations are being brought forward as a new article within the existing 1996 Land Development Code in order to meet the time frame of approval prior to expiration of the moratorium in September.

The timeline for adoption of the DCI ordinance is today we're releasing the ordinance and doing a presentation to the Board. On July 14th we will come back to the Board to request to publish title and general summary, and then we will have the first public hearing on July 28th and the second public hearing for adoption on August 11th. That will meet our timeframe to get this approved and adopted before the moratorium expires. The ordinance is being put on to the website this afternoon and it will be emailed out to all of our planning email list. In addition to the timeline meetings we have also set up and advertised four area-wide meetings. They will be held next Monday, the Galisteo Community Center from 6:00 to 8:00. On Tuesday, July 7th, at the Edgewood fire station. Monday, July 13th at the Nancy Rodriguez Community Center, and Wednesday, July 15th at the Pojoaque sixth grade academy building.

The consultant is here to do a presentation if I could introduce, we've got Jim Strozier and Jackie Fishman from Consensus Planning. We have Graham Billingsley from Orion Planning and I believe he'll be doing the presentation, and we also have their legal rep, Nancy Long.

COMMISSIONER CHAVEZ: Okay, then Ms. Green, there was a request to add earlier an additional meeting, place and time. Is that too premature to add that to the list now?

MS. MILLER: Mr. Chair, I'll have to talk to Penny about that for staff timing, because we're also doing all of the community plans, so we'll have to figure where we can fit that into the schedule.

COMMISSIONER CHAVEZ: Okay. Thank you.

GRAHAM BILLINGSLEY: Graham Billingsley with Orion Planning Group. Thank you for your time and attention this afternoon, Commissioners. I just want to cover the basics of what's been handed to you. Not very long, really, 24 pages, but I don't think you want to hear it word by word and I sure don't want to read that. So the principle behind these regulations is to determine appropriate locations for these three

usages and those generally come down to safety and land use compatibility. One's a health and safety issue; the other is lifestyle issue that regulations that you promulgate should control.

The way the regulations are set up, there are general regulations that cover all of the DCIs, these three and additional ones that may come in the future and how they address different categories of impacts that each of those things may create. Each DCI would have a different set of impacts. There may be similar impacts in the whole variety but each is somewhat unique and so each has a separate set of regulations itself embedded within this overall DCI regulation.

Each of the sections includes a purpose statement, applicability, and then the operational standards and requirements. The operational standards and requirements are where almost everybody goes to look to find out what they can and can't do.

So let me just quickly cover landfills and junkyards and we'll go into a little more detail on sand and gravel. Landfills and junkyards are a little bit more straightforward. Landfills are required to get state permits. They are quite heavily regulated by the state, so the principal purpose of these regulations is to ensure the land use compatibility based on siting and things like screening, appearance, air and noise quality and potential alteration of the land to make that landfill work.

Junkyards, these regulations are similar to the landfill regulations addressing land use compatibility and requirements for screening and appearance, air and noise quality, and in that particular case, potential hazardous materials, particularly when you're dealing with junked vehicles that may have oil and gas and those kinds of things. Back in the day, of course, they just drained it right on site. Now, there's requirements for handling all that and that's a concern with this use being next to other uses.

The most detail, and I'll go into some detail on sand and gravel, covers a number of these same things but I think it might be helpful for you to understand the extent of what that particular use would have to go through. Now, understanding that the way that this draft regulation is set up is that you have to first apply and be approved for an overlay district before you can come in and ask specifically for conditional use permit for your particular site. We developed what we think makes sense two levels for the sand and gravel mining operation. The first one would be in the SLDC, Chapter 10, Supplementary zoning standards and currently is covered in the land use regulations in Article XI. Any sand and gravel operation that's less than 10 acres and less than 20,000 tons of material and would have no blasting would go through the more simple process.

Now, 20,000 tons of material, if you assume the smallest gravel truck carries four tons would be 500 trucks over the life of that mine. If you assume that the life of that mine is five years that's about 100 trucks a year. So you can see it's not a very major issue. It's also, with not having blasting, the material is readily available, easily excavated with a backhoe or a hoe. This tends to be more landscape material type stuff. The quality of the sand and gravel that comes from this sort of alluvial plain is not usually up to the standards necessary for construction for concrete to be able to pass the necessary tests for weight and strength.

So that was the cutoff. The ten acres is also the cutoff used by the state under the state requirements for reclamation in mining. So the DCI regulation would cover any sand and gravel operation that uses blasting, any that's over ten acres or any that's over

20,000 tons of material. They would be required to get all the state and federal permits. At the time of your approval those would not have to be in hand but they could not start any development or construction until they had those in hand. We would limit the hours of operation. Our suggestion was 7:00 am to 6:00 pm or hours of light, whichever is smallest time period of the two. Water is a major issue, water availability and so we have suggested in these regulations that no sand and gravel operation may use potable water from a community water system. And also the extraction and filling of a reservoir, often a byproduct of a gravel mine, shall not infringe on any downstream appropriator's water rights, so they would have to adjudicate all the water rights that they use for that.

One of the big issues with this use is traffic impacts and road standards. With a major sand and gravel operation, where you can have up to a 40-ton truck, which is 80,000 pounds and generally the maximum allowed weight over a bridge there is the concern that even fairly distant from the mine that there could be an impact. So all the roads carrying sand and gravel related traffic would have to conform to the requirements in this SLDC already. The transportation and facility improvements would need to be made. They couldn't carry any trucks over roads that couldn't handle that weight. If they wanted to upgrade those roads they would have to do that at their cost, not the County's, and there would be a monitoring of that. And that's a potential weight of vehicles for 20 years, not a temporary situation.

The other thing is that we feel it is important that you as Commissioners might establish the maximum size of any trucks coming and going. It depends on where the proposed site may be. In some cases it may feed right out to major roads and it's not as big an issue. In other cases there may be sensitive areas, residential communities, in which you would want to make sure that the trucks that went through there were small in order to preserve the ambience, the sense of that place, avoid deterioration of any of those roads and assure that there's no congestion. We suggest that traffic counts be part of an annual review of the operator's permit, and there would be an annual review required. I'll jump ahead to that.

You would have to designate the construction and haul routes that would be used so you would have control over where all this traffic went. There are detailed requirements about the type of material to be excavated to be presented as part of the application, the duration of the activity, reclamation activity, the methods of excavation, the amount of fill that remains on site – all those sorts of things.

Visual screening measures, keeping as much to the natural vegetation as possible, plus enhancing that where possible, reducing building design, scale and location so it's not a site issue. Dark sky sort of lighting to make sure this isn't visible from a distance. Signs are limited. Parking and loading is only what's necessary for the site.

Hazardous materials, this comes into play in two ways. There's also a section about blasting. A blasting plan is required. The most dangerous part of blasting is not the blasting itself; it's the storage of the explosives, which is generally stored on site and there are fairly strict standards under the National Fire Protection Act, associations and regulations. The Fire Marshal here would monitor for how that stuff is stored.

Wildlife is an issue. Most of these sites are going to occur in what might be riparian areas or adjacent to riparian areas. Typically mining sites are not within streambeds. They're within historical streambeds but not historical streambeds. There

may still be some riparian areas there and very important wildlife environment ecology in place that should not be affected.

There are also potential historic and archeological resources. And then terrain management itself. There's a lot of digging. There's a lot of filling. The angle of the cuts need to be reduced for safety reasons. These are potentially hazardous nuisances if not done properly. We don't want any ten-year-old kids like I did, go to the edge of the gravel mine and look the 60 feet down and dare your friends to do whatever. So now we know about how idiotic ten-year-old boys are and we think it's important to regulate that.

Erosion control is another critical aspect. You don't want any of these materials to wash off a site. Air quality and noise. The biggest air quality issue is fugitive dust. It is almost impossible to operate a major site with a crusher, with loaders coming back and forth without some dust. We think it's very important to have a fairly strict plan in place to make sure that any fugitive dust is mitigated, and that goes for the roads accessing the site as well. The trucks need to be cleaned and covered before they leave the site. Otherwise you'll have a dust problem for quite some distance away from the site.

Blasting plan is required, as I said and blasting may only be conducted during the hours of operation mentioned before, daylight hours, and that plan needs to be fairly detailed. This is also very heavily regulated by the state. Licensing is required. I assume you have a blasting expert probably in your Public Works Department. I assume there's some blasting that County roads have required. It's fairly straightforward provided you have all the information that you need. You can make a decision on whether it's appropriate or not.

There's a monitoring report that's required as part of that. We're suggesting setbacks of 500 feet from all property lines and 500 feet from all public rights-of-way, public recreation easements and any environmentally sensitive lands, and one-quarter mile from any current, existing residential structures. If somebody wants to build closer than that after the fact that's up to them. And the site needs to be protected from trespassing.

We struggled a little with the height. Some of the equipment gets fairly tall but we think that proper operation would dig a crusher down into the site so that actual height from existing grade prior to excavation starting could meet the current regulations in that particular district.

Another concern is existing water bodies. Any activities near those have to go through a fairly detailed reclamation plan. There's buffers required. There's no ability to infiltrate any uncontrolled or natural watercourses and there can't, in the end, be any negative impact from this. The other thing with major sites, it's typically done in phasing. It's a financial thing. We feel it's rather important that it's rather important that those phases be established upfront and that reclamation occur in a sequential manner so that phase 2, when phase 2 starts reclamation of phase 1 starts, you have a bond, you have a financial guarantee that that reclamation of phase 1 continues to proceed as expected and if it doesn't then the whole operation shuts down. Worst case, you take the money and get it reclaimed.

You also have some existing sand and gravel operations. We think that these regulations should not kick in until they have expanded 125 percent from what they are on the date that this ordinance goes into effect. So if we have a current mine that's 20

acres in size they could go up to 24 acres. If they want to go over 24 acres then they have to come through these regulations, but that doesn't create too much of a burden on the existing operations until they have time to decide what they want to do in the future.

There's also, as I mentioned once or twice before, a requirement of an annual operating plan and a monitoring report which has to be capable of an audit. This is submitted to the Land Use Administrator summarizing the operations of the previous year, the number of trips, the size of the trucks, the area mined, the quantities mined, the amount of area undergoing reclamation, the success of that reclamation and any violations they might have from state permits or from the County. And in the first three years that report should be reviewed in front of you all and after the third year you may decide to allow the Land Use Administrator to review those every year. If any of those reports does not meet the requirements that you set forth in approval of this then you can stop the operation at that point.

And then the standard application fees required and the severability of this ordinance is included in there. So that's some detail. With that we're open to any questions you might have.

COMMISSIONER STEFANICS: Mr. Chair.

COMMISSIONER CHAVEZ: Penny, did you want to comment?

MS. ELLIS-GREEN: Mr. Chair, Commissioners, if I could just briefly run through some of the procedures. We did take a lot of the procedures for this ordinance from the existing oil and gas ordinance which is kind of our closest regulation relating to a DCI. So the standard for requesting a DCI would be the first stage to request a DCI overlay zone, and that's listed in Section 4.5 of this ordinance. After that, we'd request – an application would request a DCI conditional use permit. That is in Section 4.5. In Section 5 we have listed criteria. Again, they're similar to the criteria from the oil and gas ordinance. Criteria for approval of both the overlay and the conditional use permit. We do have a revocation of a DCI. If an application or an applicant is not in compliance and that is in Section 4.6. And also, again, similar to the oil and gas ordinance we have as Section 6 is findings. So these are findings related to DCIs.

And then just really quickly, Mr. Chair, Commissioners, in relation to your question before regarding additional meetings, we have set one specific meeting for DCIs in each of the areas set by the growth management plan. However, we will be going to a number of other communities as part of the community-wide planning meetings. I believe the person that spoke was related to Madrid, and we will be out in Madrid on July 9th, so we will ensure that we take these ordinances to all of the meetings that we have, and we do have staff available to answer questions and take comments.

COMMISSIONER CHAVEZ: Good. Thank you for that clarification. I'm going to go now to Commissioner Stefanics and then Commissioner Holian.

COMMISSIONER STEFANICS: Thank you, Mr. Chair. I'd like to go back to the purpose and designation definitions.

COMMISSIONER CHAVEZ: What page are you on?

COMMISSIONER STEFANICS: The very first two pages. I'd like to know why there aren't other DCIs noted or a category for others. There are several that I can identify already.

MS. ELLIS-GREEN: Mr. Chair, Commissioner Stefanics, this ordinance

is related only to the DCIs listed in the moratorium. The SLDC that had a Chapter 11 that did include additional DCIs, and the additional ones were oil and gas, hard-rock mining, I think substantial land alteration and feedlots. So those will be coming a little later as we do the whole SLDC changes document, but we wanted to bring these ones that are related to the moratorium forward first so we can meet the deadline of the moratorium expiration.

COMMISSIONER STEFANICS: So in this ordinance or chapter – this basically will become a chapter.

MS. ELLIS-GREEN: Mr. Chair, Commissioner Stefanics, this will become a new article of the Land Development Code which will then be rolled into the SLDC as that becomes adopted.

COMMISSIONER STEFANICS: So why would we not – I understand about the ordinance we passed for the moratorium. Why would we not want to have either a catchall, with standards, or continue to list others that people can identify. And I'm going to give you an example. We recently had a situation where we thought there was going to be a hazardous materials distribution center created, developed, built, utilized in our county. And there was quite a bit of upset by the community. And if we had considered that as a DCI we would have some very specific standards to address that. So why would we not know want to put something in?

MS. ELLIS-GREEN: Mr. Chair, Commissioner Stefanics, I think we would want to specify – we already have specified in the SLDC what possible DCIs are. I'm not sure that that was one of the DCIs.

COMMISSIONER STEFANICS: It wasn't.

MS. ELLIS-GREEN: So we may want to have placeholders. But again, the SLDC still has the placeholders for the other DCIs. So we know what they will be coming, what we will need to address. Just with the timeframe that we've had and all the other things that we're working on we haven't yet come up with language for those other DCIs, but that will need to be forthcoming.

COMMISSIONER STEFANICS: Thank you.

COMMISSIONER CHAVEZ: Commissioner Holian, you had some questions or comments?

COMMISSIONER HOLIAN: Yes, both. First of all, thank you, Mr. Billingsley, for your presentation. I haven't read it, obviously, completely through yet, since we just got it, but you can believe I will be reading it through. It does seem very comprehensive as far as my first look at this for these three different kinds of DCIs and I was very pleased to see that you have protections in here for wildlife, both wildlife habitats and wildlife corridors as well as water bodies. I think that that's very important. But I have a question related to that. So how, when an applicant comes forward, how would it be determined that they have proved that their proposed operation would not harm wildlife habitats or water bodies? Would they have to do an environmental impact report?

MR. BILLINGSLEY: They would have to do a wildlife impact report, an environmental impact report. They would hire an expert to do that and you would have your in-house experts determine whether or not it was reasonable.

COMMISSIONER HOLIAN: Thank you. That's my main question and I

will probably have more when I really digest this. Thank you.

MR. BILLINGSLEY: Understood.

COMMISSIONER CHAVEZ: So this is just a presentation of this ordinance regulating developments of countywide impact, also known as DCIs, specifically sand and gravel, junkyards and landfill. So are there any other questions to staff or the consultants at this time? Seeing none I know that there was some interest of the public that were here earlier. Is it premature, and I'll ask this of the County Attorney, being as we just discussed a draft document of this ordinance, is it too premature to share this with the public at this point? Is it already on line? Is it available to the public?

MS. ELLIS-GREEN: Mr. Chair, Commissioners, it is being posted on line at the moment. We will also email it out this afternoon, and I believe some people in the audience do have copies. We have more copies available. So it is out there as of now.

COMMISSIONER CHAVEZ: Good. Okay. So then if there are no other questions I want to thank you staff and the consultants for work on this. I know that again, land use issues are not easy no matter how they're presented or when or by who and so hopefully we can move forward with this and roll that into our larger Sustainable Land Development Code. But thank you for your work.

So now we go on to Matters from the County Commission and other elected officials. I know we have one item. Well, first there was a request to take a short break. So do we want to break for five or ten minutes now?

MS. MILLER: Well, Mr. Chair, I was going to say that we'll have a break for executive session and if you do a couple of items – if you need a break now –

COMMISSIONER CHAVEZ: I think we need a short break now and then we'll have to –

COMMISSIONER HOLIAN: Mr. Chair.

COMMISSIONER CHAVEZ: Yes.

COMMISSIONER HOLIAN: What I would like to suggest is that we have a short break and then we come back and we do the item about honoring our veterans, since they will be here at 5:00.

COMMISSIONER CHAVEZ: So let's hope that that works.

[The Commission recessed from 4:35 to 4:45.]

V. B. **Matters from County Commissioners and Other Elected Officials**
4. **Discussion of Concerns on Goldmine Road and New Mexico Highway 14**

COMMISSIONER CHAVEZ: Commissioner Anaya was not able to be here but we want to be sensitive to the public that's here and go ahead and discuss this even in his absence. Mr. Flores will cover for Mr. Anaya at this time.

MR. FLORES: Thank you, Mr. Chair. Just a brief introduction. The residents of the Goldmine Road have contacted the County on various occasions to seek assistance in at least three items that they feel are important and the County feels are important that are affecting their community, specifically Highway 14 and Goldmine Road. One of the items that's being dealt with with our Sheriff's Office, and I would

prefer that we not enter into those types of discussions today on those matters because of the sensitivity. The other two items dealt with potential issues with our Growth Management Department and violations of some of the ordinances, and staff has been working through a Notice of Violation and also summons into magistrate court of the property owner for lack of compliance on that.

The last issue that has been discussed with the group from that area and the liaison from Commissioner Anaya's office is dealing with the road issue at New Mexico Highway 14 and Goldmine Road. We have a road in there that as far back as staff has been able to determine has been there since 1955 and although the standards weren't in place as they are today that road was adopted by the County at least I'm going to say 50+ years ago. The concern now is the width of that road and the inability or lack of ability to get emergency services through that road as well as school buses.

So what I'd like to do at this time is turn it over to the group and let them address the Commission with their concerns and I stand for any questions.

COMMISSIONER CHAVEZ: Thank you, Mr. Flores and just so that the group know, again, in the interests of time I'm asking each of the group to limit your comments to three minutes each and we'll have a timer up on the screen behind me. So please go ahead and state your name and address for the record if you would please.

MARYANNA HATTON: Thank you, Mr. Chair, Commissioners. My name's Maryanna Hatton, 29 High Feather Ranch, Cerrillos, New Mexico. That's District 3. Speaking today on behalf of neighbors and friends in my area. As Mr. Flores alluded to, over the past 19 months, back to January of 2014 and many, many emails, we've attempted to bring this matter to the attention of the elected Commissioner in our district. Our hope was that our Commissioner could and would bring the issue forward to the appropriate County departments or at least to advise us on how to bring this issue forward. We received cursory replies such as we're studying it, we're looking into it further, we're gathering information.

We've also asked for a townhall meeting with our elected Commissioner and had had no response at all to that request. Without any meaningful response, communication with the Commissioner or success, we did meet with County staff on April 21st of this year and were instructed to ask for this issue to be on the agenda and that's why we're here today. We now come before the full Board to raise the issue of safety and public concerns regarding the ingress and egress to and from County Road 55, also known as Goldmine Road, and New Mexico Highway 14.

Goldmine Road is the road that leads, by the way, to the Ortiz Mountains Educational Preserve where emergency access concerns were just raised earlier today in that presentation. Public safety and welfare are our primary concerns. This intersection is congested. There are perhaps 300 residences who use this road so if you imagine the amount of traffic, it adds up to a lot. In addition, this intersection is used by residents entering and leaving the two residential properties on either side of the intersection, used to pick up mail by residents at the public mail boxes, for school bus drop off and pickup, for parents waiting for or dropping off their school-age children, roadside vending, carpooling.

Complicating the whole issue is a section of road, which is about 100 feet long,

that narrows to basically one lane, flanked by eight-foot high coyote fence with residences on both sides. This 100-foot section bisects this small parcels of privately owned property, less than one acre, where traffic must slow and two cars can barely pass. Large construction trucks, propane deliveries, Fedex, UPS, moving vans, movie crews with trailers, etc., etc. take up effectively this whole stretch of road.

County staff has seen and is aware of this situation and it's like driving through a tunnel. You cannot see because of the coyote fence and the width of the road what's at the other end of the tunnel you're entering until you're there. It's very dangerous.

In our previous efforts I will acknowledge that the school bus stop was changed but only for the afternoon drop. The morning pickup still occurs on the Goldmine Road side of the road. I won't get into the drug thing; the Sheriff's Office is handling that, but it brings quite a bit of auto and pedestrian traffic from time to time.

I'm sure there's not any money earmarked for correcting this problem but I ask as of today that the wheels get rolling to address it and fix it. One of the biggest concerns is that this being a dead-end road, if that section is blocked by an accident, which has happened, fire and emergency personnel would not be able to enter or exit this whole Goldmine Road area. The same would be true of an evacuation due to fire or other natural disaster. It's our only road out. I'm certainly no expert on the process to improve this section of the road to County standards but the simplest way seems to condemn the additional square feet required to allow ingress and egress possible by eliminating the bottleneck and the tunnel vision in this road. There must be other options. I encourage you to think outside the box.

The school bus issue I think is very unsatisfactory. The kids now have to get off the bus and cross Highway 14, a State highway, when the bus stops on that opposite side. So what was true 40, 50 years ago is no longer true. Things change. Yet we're stuck with this long history of nothing being done to improve this access. I surely hope and sincerely do hope you will agree that change needs to happen to this section of road. Road and Bridges has managed in the past to make some improvements. I hope your approach will not be to simply declare there is no money in the budget, but rather that you will find the money in the budget. Any questions before I wrap this up? I have a couple questions. I know I'm out of time.

COMMISSIONER CHAVEZ: Well, we can be flexible. I just wanted to be respectful for others that are waiting for their item of interest. So are there any questions at this time? You wanted to add a few?

MS. HATTON: I do have a few questions. My first question is what would the County's liability be in an instance where let's say residents could not evacuate, or emergency responders could not enter or exit?

COMMISSIONER CHAVEZ: I think we can note those questions for the record but I'm not sure we want to respond off the cuff, but I'll put that question to the County Attorney. Do you want to respond, Greg? No? So we can list the questions and have a response later.

MS. HATTON: Okay. Tag on to that, what would be the cost of one life for many? Then, my last question, what is the process, now that we're here and you've heard us, what happens now?

COMMISSIONER CHAVEZ: I'm not going to attempt to answer that question either, ma'am, but maybe Adam, do you want to try to take a stab at answering this question? It has to do with infrastructure improvements on a County road that doesn't have adequate width. So do you want to – did you hear that question, Adam?

MS. HATTON: What happens now that we are making this presentation? What is the process? We're clueless.

MR. LEIGLAND: Mr. Chair, I think this is really a legal question because I think what we're talking about is the exercise of eminent domain to talk about the land in question so it would be a condemnation proceeding, if I'm not misunderstanding the situation. So once the land is condemned to make the road wider for the part that we're talking about.

COMMISSIONER CHAVEZ: Well, I think that's one option that's being suggested but I think that we have to look at other options as well.

MR. LEIGLAND: That's correct, Mr. Chair. The first thing that needs to happen in order to widen the road is that the County needs to secure the real estate. It needs to secure those two strips of property that we're talking about. That can be done through acquisition or it can be done through a condemnation proceeding. Once the acquisition – once the land is acquired it's actually pretty straightforward and actually the amount of capital improvements that are required are rather small. The road is already paved so the capital improvement part is straightforward. I think it's getting to that point and I think that's getting outside my area of expertise.

COMMISSIONER CHAVEZ: Okay. Thank you, Adam. So were there others that wanted to comment on this?

SUSAN CHRISTIANSON: Yes. My name is Susan Christianson. I live at 183 Grenfell Ranch Road, which intersects Goldmine Road 3 ½ miles up from Highway 14. The parcel of land that we're talking about is .7 acre. It has multiple trailers, structures that are very primitive on it. If you look at the tax assessor's record of that land it is totally wrong as to what is there now. So if you look at how we can use that little piece of land much better, we are talking about a very small portion of land.

I also just wanted to tell you that we have emails from a number of our neighbors who couldn't be here today. We are not just the four of us presenting this. There are a lot of folks who are very concerned about this issue. So I thank you for your attention.

COMMISSIONER CHAVEZ: Thank you, ma'am. So we're good on this. I think that again, we'll take questions. They're noted for the record and staff I'm sure will get back to you in a reasonable time. It's going to be a long process. It's not going to happen over night but at least it's noted for the record and I'm sure Commissioner Anaya will be interested in trying to find some solution.

COMMISSIONER STEFANICS: Mr. Chair.

COMMISSIONER CHAVEZ: Commissioner Stefanics.

COMMISSIONER STEFANICS: I just wanted to disclose that although I don't live on Goldmine Road I own property on Goldmine Road. Goldmine Road does intersect with a State highway so it seems to me that the County road staff and the State Highway, our District 5 people might have a little conversation together. Thank you.

COMMISSIONER CHAVEZ: I think that's a good point. Thank you, Commissioner Stefanics.

I. H. Honoring our Veterans and Service Men and Women

COMMISSIONER CHAVEZ: We are going to back up a little bit. We have some veterans that are in attendance this afternoon and we want to take a few minutes from our busy schedules and honor them for their service and so please bear with us. Once we're done with the veterans presentation then we'll go to the public hearing on the solid waste districts. And there's also Matters from the Commissioners so we have a few things to do before we get to the public hearing. But Commissioner Holian you're on with the presentation and recognition of the veterans that are here today. And the veterans, if you would please come up and take front and center here. This is your day we want to honor you for your service. The front bench there.

COMMISSIONER STEFANICS: Just have a seat on the front bench.
Thanks.

COMMISSIONER HOLIAN: Thank you. Mr. Chair, should I start?

COMMISSIONER CHAVEZ: Yes, go ahead, Commissioner Holian.

COMMISSIONER HOLIAN: Thank you, Mr. Chair. We have a standing item on our agenda honoring our veterans and servicemen and women and I am going to come at this topic in a little different way than we normally do. It's going to be a more difficult discussion I think, especially difficult for politicians. But I think it's important to recognize this.

People love to recognize men and women who have served in the military, particularly politicians. They love to do that and they especially love to do it around Veterans Day, Memorial Day, the Fourth of July, and as I have said many times in the past it is important to recognize the sacrifices that these men and women have made in their lives. But it is also important to recognize that many come back damaged in many different ways, physically or mentally. And I believe it is a moral imperative for us that we give them the help that they need.

I think it's also a moral imperative to minimize or eliminate the need for wars, that is for physical conflict. It almost never really solves the problems when it comes right down to it. And so this is why today I am honoring four veterans – actually five – who are active members of Veterans for Peace. And I would also actually like to recognize another member of the Veterans for Peace, one who was a veteran in two other countries. And I think that he also came to realize that military organizations can cause problems in various ways and this is why he is a member of this particular organization.

So what I'm going to do first is to read a short bio for each of the veterans, and then I would like to ask the veterans who are here and who would like to come forward to tell us what they learned in their service and what they think is important for those of us who haven't served in the military to know. And then we will take comments from the Commissioners and hopefully we will be able to take a photograph because I have certificates for you all.

COMMISSIONER CHAVEZ: Commissioner Holian, do you want to read?

COMMISSIONER HOLIAN: I am going to read the bios now. First, Bob Stearns. Bob Stearns served in the Army Air Corps in World War II after he was drafted in 1943. He crossed the Pacific in 1944 in a United States cargo ship with P-47 fighter planes. The ship was captained by a Norwegian officer but manned by a Navy gun crew. During the entire 60-day voyage it was in constant danger from being attacked by Japanese submarines. The ship did, however, make the voyage safely and landed in Calcutta, India. At that time Mr. Stearns worked as a decoder in a top secret code room. In February 1946, after the war was over and just having turned 21 he was able to return home by way of the Suez Canal and then back across the Atlantic to New York City.

After the war Bob Stearns worked first at the Las Cruces *Sun News* and then later, the Santa Fe *New Mexican* as a reporter. He joined the US Foreign Service in 1962 and was a diplomat until 1980 when he retired. He joined Veterans for Peace in 2002, the year that the Santa Fe Chapter was chartered.

Ken Mayers was born and raised in New York City. As a student in Princeton he was the recipient of an NROTC scholarship. After graduation in 1958 with a degree in electrical engineering he was commissioned as a Marine Corps Officer and served in the third Marine division in the Far East and then in Vieques in the second division. In the early 1960s he became commander of a company of Marines attached to the National Security Agency that monitored enemy communications along the East Asian coast from Vietnam to Siberia and he saw active duty until 1966. Mr. Mayers left the military in 1966 and enrolled in the University of California at Berkeley. He earned a PhD in political science and afterwards worked for Digital Equipment Corporation. In 1992 he became an independent process consultant. In 1999 he moved to Santa Fe where he currently resides and is very active in local peace and justice issues. Mr. Mayers has been a peace activist for many years. In fact you may have seen him at the corner of St. Francis Drive and Cerrillos holding a peace or an anti-war sign. In 2002 he co-founded the Santa Fe chapter of Veterans for Peace and not too long ago he and some other activists handcuffed themselves at New York City's Vietnam Veterans Memorial Plaza to protest the 13th anniversary of the war in Afghanistan. Last year, Mr. Mayers was named as one of the Ten who Made a Difference in Santa Fe by the *New Mexican*, and this year he was recognized as a living treasure in our community.

Daniel Craig. Daniel Craig grew up in northeastern New Mexico. He enlisted in the US Army in 1980 while in high school, and he spent three years of active duty in the combat engineers, the cavalry scout platoon, and the mechanized mortar platoon. While going to university he enlisted in the New Mexico National Guard and was commissioned as an officer in the field artillery in 1988. Afterwards, he served two tours in Western Europe and was part of the NATO forces that were tasked with deterring any Warsaw Pact invasion. Mr. Craig deployed to Iraq in 1991 as part of the Desert Shield operation and participated in the invasion of Iraq and the liberation of Kuwait in the first infantry division. After leaving active duty in 1993 Mr. Craig moved back to New Mexico and settled in Santa Fe. He has worked in the field of addiction counseling since. He went back to school in 1998 to study Chinese medicine and qualified as a doctor of

Oriental medicine. He currently practices here in Santa Fe and works at Healthcare for the Homeless as a case manager. Mr. Craig joined Veterans for Peace in 2002. He was one of the many veterans who came back from Iraq with PTSD and the Veterans for Peace gave him the support he needed to begin dealing with his feelings.

It has also given him an opportunity to help others. He is the current president of the local VFP chapter. The local chapter of the Veterans for Peace is able through donations to provide some financial assistance to the Healthcare for the Homeless Street Outreach program. This program helps to buy socks, snacks and bottled water, which are distributed to the homeless in Santa Fe. The Street Outreach program also provides people in need with information about other services that are available in Santa Fe.

Ray Masterson. Ray Masterson was born in Arizona. He became a ward of the state at a young age living in nine different foster homes before joining the Marine Corps in 1968. He was a member of the Corps of toughest outfit, the Force Reconnaissance Company, and he served in Vietnam and then in California after the Vietnam War until 1972. When he left the service he became a rodeo clown for several years, followed the circus and drove trucks for a living. Homeless for many years in San Francisco and other locations he came to Santa Fe in 1999 and lived in the woods until he got into Section 8 housing in 2003. Mr. Masterson has been a tireless advocate for all homeless people. He has served on the Mayor's Blue Ribbon Task Force on homelessness and was one of the prime movers behind the establishment of the interfaith shelter. Ray and his superb assistance dog Dawson, who I believe is here today, continue their street ministry and are known to many of the residents of Santa Fe.

Finally, Eduardo Krasilovsky who served in the military in his home country and his adopted country of Israel and got a different point of view but came to the same conclusions I think. Eduardo Krasilovsky was born and raised in Argentina. At the age of 18, like every other young man in Argentina, he was recruited into the military. However, after three months in bootcamp he was able to sign up with the Buenos Aires police department, thereby avoiding being shipped off to a far away military base such as in Patagonia. He emigrated to Israel in 1967. There he was recruited immediately into the military and served in the reserves until he immigrated to the United States in 1972. Mr. Krasilovsky went back to school and obtained a doctorate in school psychology. He then worked as a counselor and family therapist in New Jersey specializing in working with disadvantaged children who suffered from a variety of social and learning disabilities. After moving to Santa Fe Mr. Krasilovsky also became a member of the Veterans for Peace, having experienced firsthand how military service can cause lasting problems for veterans.

So with that, gentlemen, who would like to say a few words?

DANIEL CRAIG: My name is Daniel Craig and thank you for recognizing us. We're a veterans organization that is usually considered the bastard stepchild in the veterans community. Our viewpoints are not really popular with general society because we advocate for peace and a big job that we do locally is just informing people what military service is about, especially kids. We've been in the high schools. I think the youngest we've worked with is probably eighth graders, just letting them know – not telling them to not join the military, but to let them know the full story about what

they're getting into or what they may get into in the course of serving.

For me personally, I came to learn that I was not serving my country necessarily, I was serving this society and this machine that doesn't always have the best interest of the citizens at heart. It's an ongoing education for me. The more I hang around people like this the more I learn there are so many other ways to solve problems other than force. There's nothing wrong with the military. We need it. It's required. It's how it's used and how we were used that brought me to this group. So thank you for acknowledging us and recognizing us.

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

EDUARDO KRASILOVSKY: My name is Eduardo Krasilovsky. We all agree to disagree. I don't believe we need the military. I love the mural there. I have come here several times just to look at it. To me it tells the story, the story of violence. There are other stories in the mural but to me it talks about the violence that we homo sapiens inflict to each other and to nature. To me, I attended two bootcamps and I think that PTSD begins right when you enter it. We may deny it like I did. We may not agree whatever we do with it but we suffer it. I believe we live in a very violent society that expresses itself in many different ways, not just in war. I have come to this conclusion just by meeting different soldiers in Veterans for Peace. I learn a lot from them. The violence is extensive. It's not just us, it's every country. The Russian military probably is not very different from the Argentinean military. Maybe better as militaries go, or the Israeli military, or our military here. The functioning is too – this is my opinion of course, but I have read about it. The function of the military is to serve what we all call today the one percent and to use the rest of the population for that, for their benefit.

So when I went some time ago, I asked an American soldier why did he go to fight in Iraq and he told me, well, I went there to bring democracy and protect our resources and I asked him if he could tell me how the resources that exist here under our feet in New Mexico travel all the way to Iraq, whether we had reasoning in congruency. So anyhow, we work to end violence and that's the main principle. We believe we don't need violence to solve any kind of conflict. I really appreciate what you are doing in your jobs today for us and I thank you all.

COMMISSIONER HOLIAN: Thank you, Mr. Krasilovsky. Mr. Mayers.

KEN MAYERS: As you've already had an opportunity to observe many diverse opinions within Veterans for Peace, but what we share in common is a devotion to the statement of purpose of Veterans for Peace, which I'm now going to take the opportunity to read the five points in the statement of purpose, which is to work with others, to increase public awareness of the costs of war, to restrain our government from intervening overtly and covertly in the internal affairs of other nations, to end the arms race and to reduce and eventually eliminate nuclear weapons, to seek justice for veterans and victims of war and to abolish war as an instrument of national policy.

And our chapter also has its own mission statement, which is to heal the wounds of past and present wars, to reduce the likelihood of future wars, to abolish war as an instrument of national policy. And Veterans for Peace nationally has now what we're calling a lens through which we look at the world and that is we call peace at home,

peace abroad. We recognize that the two are inextricably linked, that the militarization of our police departments, for example, is just a reflection of our attempt to militarize the war. And so 110 chapters in 40 states are all dedicated to these purposes and I am proud to belong to the organization. I too thank you very much for this opportunity to speak to you and to speak to those who are in the audience. Thank you very much. In the information I've given you there's also an application for membership. We have two categories of membership. We have veteran members and associate members and we welcome applications from each of you. Thank you very much.

COMMISSIONER HOLIAN: Thank you, Mr. Meyers. And now our most senior member.

BOB STEARNS: We lost 400,000 guys in that war including volunteer women pilots and combat nurses. Thanks again.

COMMISSIONER HOLIAN: Thank you.

RAY MASTERSON: Being myself a survivor, which is actually what veteran means. It means experienced. It means survivor. The many of us that suffer post traumatic stress disorder, different things, you asked for something that I've learned. I've learned that I am not in this alone. We are each and every one of us in this, including you. It's up to each and every one of us to fight this beast that continues to cause casualties, continues to neglect and all that and when it boils down it's the haves against the have-nots. It's up to each and every one of us to say what is right within our spirit, to say no more, or not in my name. Let's end this, because war is wasteful and anal retentive and it benefits nobody and the consequences last decades beyond the battles. That's all I ask. Thank you.

COMMISSIONER CHAVEZ: I just want to make a comment. I think it's unfortunate in a way that each generation can identify with a war or a military campaign. My generation was the Vietnam War. At 18 I was expected to sign up for selective service and I did, dutifully, but I could not vote. There's a lot that has changed in the interim but there's a lot that still needs to change and for some reason I was thinking that the peace movement happened as the result of the Vietnam War but that's not the case, and that's presented here in front of me. There's a spectrum of different campaigns and different wars that are represented here and those that came back from those different wars are represented here.

So the idea of peace is not new and it's not just a result of the counterculture and the Vietnam war and what was going on at that time. Abraham Lincoln, when he was a congressman objected to the United States provoking a war with Mexico because that was a provoked war, and the Treaty of Guadalupe Hidalgo that was signed after that war unfortunately is another broken treaty between our United States and indigenous people. And so I really thank you for your service, for your dedication, and for the change that you're trying to make in our society. Because if we don't listen to you who've experienced it – I didn't. I would have been the next to go if the Vietnam War would have lasted another couple years. I guess I can be lucky that it didn't last another couple years but I can say that because I didn't pay the price but others did.

And so I want to thank Commissioner Holian for bringing this forward and again thank you for the work that you continue to do to make those changes in our society.

Commissioner Stefanics.

COMMISSIONER STEFANICS: Thank you very much. I know that in Santa Fe there is a large portion of the community that supports you in spirit even if they are not vocal. I see signs, I see you on the corner and I know that you've persevered for years. What we have discussed here at Santa Fe County is making sure that all veterans receive the services and while we do not espouse a particular moving forward to war, we do want to honor everyone, whether you are working for peace or not that might need services. So I do commend, personally I commend all of your actions and your spirit, but I want you and other veterans to know that we here, through our Community Services Department want to make services available, and if you ever know of veterans in need, on the street, in your meetings, please know that we can be a resource. Thank you.

COMMISSIONER HOLIAN: Thank you, Commissioner Stefanics.
Commissioner Roybal.

COMMISSIONER ROYBAL: I'd like to see if there are any other veterans in the room and if we could please all stand so we could recognize you. Is there any other veterans?

COMMISSIONER CHAVEZ: Members of the audience, any veterans please stand. Thank you. So now we have certificates of recognition for those veterans that were mentioned earlier and we'd like for you to join us up front here to take a photograph before you leave.

[Photographs were taken.]

COMMISSIONER CHAVEZ: I've been asked to make an announcement that we're getting close to the occupancy limits for the building. We're going to go now to the Matters from the County Commissioners and other elected officials. I think the County Manager has some miscellaneous updates and a few items to discuss, so we're going to do that and then we'll go to the public hearing for the solid waste districts. But moving forward, as you make your comments you may want to make room for others that are waiting outside so that we don't exceed the occupancy of the building. Thank you.

V. B. 1. Elected Officials Issues and Comments
2. Commissioner Issues and Comments

COMMISSIONER CHAVEZ: Commissioner Stefanics, you have a couple of comments.

COMMISSIONER STEFANICS: I have a couple of short ones. I provided to all the Commissioners a publication specific from NACo about the state of New Mexico and it goes into the economics of our county and other counties, but they do these publications state by state, so I did distribute it to everyone. *[Exhibit 5]*

The second thing is I would like to do this strictly as a shout-out. Michael Joseph Donnelly died recently and he was the associate state director of advocacy for AARP. His family is not in our state but everyone who worked with him in the AARP office truly stood by him. He represented all senior issues and the Board of County Commissioners has signed a certificate of acknowledgement for Michael Donnelly for advocating for the

issues, protections and needs of seniors in New Mexico. We will be sending this to the AARP office for them to display for all of their volunteers.

The other item I have is that I have some constituents in Eldorado that were visited by a drone. When they checked it with our County Sheriff, when they checked it with the State Police they were told that there are no drone policies in the county. These drones came very close to the house and actually visited two or three houses in the particular subdivision before it crashed. I would like, Ms. Miller, to have drone policy put on one of our future agendas. Perhaps we could research what rules, regulations or statutes there are or are not, whether our County Assessor's Office is using drones, but I believe that the people in Santa Fe County deserve to know how drones are being used or should not be used.

I also know that San Marcos be asked that it be put into either our land use code or their community plan, so I do think this is of great concern. Thank you very much. That's all, Mr. Chair.

COMMISSIONER CHAVEZ: Thank you, Commissioner Stefanics. Any other comments? Commissioner Holian.

COMMISSIONER HOLIAN: Thank you, Mr. Chair. First of all, I just want to thank Paul Herrera of our IT Department. I had some problems accessing County email with my laptop and he was very persistent and it took actually several days to solve the problem. But I was really impressed with his level of skill and his persistence and in the end we fixed the problem.

I also wanted to mention that I attended the graduation ceremony for the Santa Fe County Volunteer Firefighter Cadet Academy and I am pleased to announce that we have 13 new volunteer firefighter. I will just mention that our volunteer firefighter department is very important because in fact in Santa Fe County 75 percent of the firefighters are volunteers, not career. And I was very impressed with the level of training and the knowledge and skill that all of these people had that had gone through the training session. And I just want to say that I am very, very proud of our Santa Fe County volunteers.

The final thing is I would like to request at one of our upcoming presentation meetings, a presentation on projects relating to fire prevention in the wildland-urban interface by our Fire Department. I know that they've hired in some new people and I'm sure they're working on some projects and I would just sort of be interested in getting an update on that. But we could do that at one of our future presentation meetings. Thank you, Mr. Chair.

COMMISSIONER CHAVEZ: Commissioner Roybal.

COMMISSIONER ROYBAL: I just wanted to say thank you to our Public Works Department, to Adam Leigland and his crew. I've got a lot of positive feedback on the Rio en Medio-Chupadero project. We're working on their playground. I've got a lot of positive feedback from the residents there and I just want to extend that thank you to the Public Works Department.

Also I would like to ask Mark Hogan if he can give us an update on the Pojoaque Recreational Complex.

MARK HOGAN (Public Works): Mr. Chair, good evening. I'm happy to

say that tomorrow at 8:30 will be the final walk-through for the substantial completion of Pojoaque fields so if everything goes according to plan by the end of the day tomorrow it should be available for the County's use.

COMMISSIONER ROYBAL: Perfect. Thank you, sir. Appreciate that.

MR. HOGAN: As a follow-up too we're starting in on the next round of improvements that were made possible by the additional funding brought in and so we're working on those for the next phase.

COMMISSIONER ROYBAL: Thank you, sir. That's all I have, Commissioner.

COMMISSIONER CHAVEZ: Thank you, Commissioner Roybal. I just have just a real brief announcement, a thank you to Adam Leigland and Public Works staff for road improvement on Calle Nopal. I know that the residents there had been waiting a couple of years for those improvements and I hope that it's better than what it was before. So thanks again to Public Works staff – Adam, Robert, and all your crew.

V. C. Matters from the County Manager

1. Miscellaneous Updates

MS. MILLER: Mr. Chair, I did have – actually Commissioner Holian mentioned the volunteer fire academy graduation. We did have 12 volunteers throughout the county graduate last night so they're from all the different fire districts and I just want to welcome and thank each one of them for volunteering and their commitment to Santa Fe County. It takes a lot of time and as you said, Commissioner Holian, the volunteers do this all on their own time and get called out at any time of day or night and they are a core part of our Fire Department.

Additionally, I met with our career staff. The members from the local Fire Union, 4366 Firefighters from Santa Fe County and I put a pamphlet on your seats there from them [*Exhibit 6*] I met with them regarding their union negotiations. They're actually working on their contract renewal. We talked a little bit about some of the things they're doing and they just wanted to let you know what they're doing in addition to their regular work. They do a lot of community service. So they put together a little flyer on some of the things they've done relative to woodcutting and a wood drive where they've delivered firewood in the winter to families in need. They've helped build handicap ramps on people's private homes, just volunteer, go out, buy the materials and have done that. They've done community cleanup out on County Road 62 in Agua Fria. They've done community wellness day in Edgewood, and they've been doing quite a bit of training, their swiftwater training, so if you see any of them in the river it's likely that they're doing their training.

But I just wanted to give you a copy of this because they're a really dedicated crew of about 70 firefighters that work for Santa Fe County, 100 percent members of their union and they're very dedicated to doing a good job here and it was a real pleasant meeting with them and I wanted to show you the things that they're doing aside from just their jobs for the community.

Also on that subject of I guess you'd say fire, but fireworks. As you know Fourth

of July is this upcoming weekend and Santa Fe County offices will be closed this Friday, July 3rd, and resume regular business hours on Monday, July 6th. The solid waste transfer stations will be open on Friday, July 3rd but they will be closed on July 4th and resume their regular hours on July 5th, on Sunday, July 5th. But in addition to the issues around Fourth of July and the closing of the County, we've had quite a bit of recent and much needed precipitation, so this is the first year since 2008 that Santa Fe County has not restricted the sale or use of fireworks. But we would like to remind the public and the residents of Santa Fe County to use extreme caution during any holiday celebration and if at all possible to only attend public fireworks displays rather than doing private fireworks displays. And if they are going to use fireworks to please use only legal fireworks and select a barren area free of grass, shrubs and litter, have an extinguisher, bucket of water, or charged garden hose nearby and closely supervise children and young adults to prevent any unnecessary injuries.

So I just wanted to make sure that I reminded the Commission of those dates and also the precautions that our Fire Department is encouraging.

Then the last thing that I just wanted to bring up aside from the County's wellness program, which I believe Sonya is going to do a little presentation on that, is our teen court mural. We will be doing an unveiling of the latest teen court mural which is located on the north side of the Sage Inn on Cerrillos Road and Don Diego Avenue, and we're going to be doing – you can't miss it – but if you want to come to the actual unveiling of it or the dedication of it that will be on July 16th at 4:00 pm and we'll be sending out invitations to the event, but I just wanted to give you a heads-up to put that on your calendar if you have an opportunity to come to that. It's a really nice mural and its subject matter is geared towards the railyard and the rail runner, since it's right across the street from the railyard park. They did a very nice job and we'd love to have you at the event.

V. C. 2. Update on the Santa Fe County Employee Wellness Program

MS. MILLER: And with that I'd just like to see if Sonya is here, if she could come forward and talk to you about our wellness program. We started that off a couple weeks ago and you can't go out at lunch without seeing staff out there running up and down the river.

SONYA QUINTANA: Mr. Chair, Commissioners of the Board, my name is Sonya Quintana. I'm the employee benefits manager for Santa Fe County. I'm happy to announce Santa Fe County will be implementing the County Cares Wellness Program, beginning tomorrow, July 1st. It starts with our new fiscal year. This program is an all-encompassing approach to employee wellness which includes our employee benefits, all of our training opportunities that we offer to employees, which does include tuition reimbursement and the New Mexico EDGE certification program.

Our employee assistance program services, stress reduction services such as mediation, alternative dispute resolution/mediation services, employee health challenges and programs and trainings, and our employee recognition programs. Although many of these programs are currently in place we have taken all things employee wellness and health-related and placed them into one umbrella and named it the County Cares Employee Wellness Program.

We believe that healthy, happy employees leads to increased productivity, retention and enhanced customer service for our constituents. One challenge that we have had a lot of success with in the past that we just started all over again on June 15th is the Manager's Commit to be Fit Challenge. This is a 10-week program that challenges employees in groups of four to six people in three different areas and we've added a couple of components this year. Those areas are eating healthy, exercising, and community services hours. So giving back to our community.

We did add a personal goal component this year in which employees choose a goal and if they come within two percent of that goal, whether it's losing weight or gaining muscle or any other goal that they have, they'll be added points. We also have added a pix for points component to this where employees can send in pictures where they're either eating healthy in groups or they're exercising together in groups, and it's placed on our Facebook page.

So we work really hard with this program and all of our programs just to ensure that we are creating a culture where we're supporting healthy habits and again, that's many healthy habits, training, our benefits, stress reduction and disease prevention, like diabetes control. We will provide weekly updates to employees. We'll provide you with updates in future meetings and I'd like to thank you for your support and for providing resources necessary to continue with these programs and to continue in growing these programs for our employees. With that I stand for any questions that you may have.

COMMISSIONER CHAVEZ: Questions of staff? Comments?
Encouragement?

COMMISSIONER STEFANICS: Mr. Chair, this is one of the programs that we received a NACo achievement award in for the program last year and the County Manager, our HR Director, Bernadette, and Sonya were involved in a webinar about the program that's available to all the counties across the entire country. And I really – I'd like to congratulate them for their hard work. Thank you.

COMMISSIONER CHAVEZ: Thank you for that significant footnote, Commissioner Stefanics, because I think it is important when the National Association of Counties, NACo, recognizes us for our best practices and we're able to share that with others. I think that one thing this wellness program obviously does is it builds morale and increases productivity in the workplace. And so I think there's a lot of benefits that go along with this program that aren't always mentioned, but I wanted to just thank you for your work and thank the staff for their commitment in taking on this effort. They're doing it during their lunch hour as the Manager mentioned, after work and weekends. And so I think it's something that's incorporated into their daily routine, even when they're at home or on the weekends. So I think it's a really good program. Any other comments?
Commissioner Roybal.

COMMISSIONER ROYBAL: I'd also like to say thank you for your dedication in getting our employees as healthy as we can. That's a great achievement and I'm really proud that you guys are doing this. Keep up the good work. I appreciate it.

MS. QUINTANA: Thank you, and thank you again for your support and I'd like to thank our County Manager also for supporting everything at the highest level, and our department directors and elected officials. So thank you very much.

COMMISSIONER CHAVEZ: Yes, thank you.

MS. MILLER: Mr. Chair, I wanted to just point out in your book, there's the name of the 18 teams and there's some pretty creative names like the Holy Guacamoles. So the staff gets into coming up with even fun names for their teams, so we have over 100 people signed up just for the fitness challenge, and it's on, and like I said, they're definitely out there making sure they're putting in their exercise minutes, community service and eating right. So thank you for your support for this initiative.

COMMISSIONER CHAVEZ: You're welcome. Okay, so we're going to deviate from the agenda because we do have a long list of items under executive session. We're going to postpone that until later in the evening. I want to thank all of you here for your patience. I know it's not easy. We are going to move now to the public hearing.

VII. PUBLIC HEARINGS

A. Ordinance

1. **Ordinance No. 2015-___, an Ordinance Establishing Curbside Residential Solid Waste and Recycling Collection Districts within Certain Populated Parts of Santa Fe County; Prohibiting the Commercial Collection of Residential Solid Waste Within These Districts Except in Accordance with a Valid Contract Between a Commercial Solid Waste Hauler and the County; Implementing and Amending Ordinance No. 2014-10** [*Exhibit 7: Petition in Opposition; Exhibit 8: Comments in Opposition; Exhibit 9: Petition in Favor; Exhibit 10: List of Benefits*]

COMMISSIONER CHAVEZ: I would note that we've all received and we thank you for the emails and the phone calls that we've received over the last couple of weeks regarding this item and I'm going to just ask for a show of hands here this afternoon that are here to speak in support or opposition of this ordinance. So that's pretty much everyone in attendance. Okay. So in the interests of time I do want to suggest a time limit and if staff could lower the screen we're going to allow each speaker three minutes. Again, we've received your emails and phone calls so I think on this one, because it's an ordinance, everyone has to be sworn in as well. So let me give staff a few minutes to finish housekeeping stuff.

So what I want to do in the interests of time is see if we could swear everyone in at the same time but when you come to the podium please, for the record mention – give us your name and your address.

[Those wishing to speak were placed under oath.]

COMMISSIONER CHAVEZ: So that was a little bit of housekeeping done so we can move forward. I don't think it matters to me how you approach the podium. Just remember you have to state that you were sworn in and you have to give your name and address for the record. So whoever wants to go first is more than welcome to go first. Staff, Craig, I'm sorry. Did you want to do a brief presentation before the public hearing? That's generally what's –

CRAIG O'HARE (Public Works): Mr. Chair, if I might, yes. I'll be brief, because we're here to hear from the citizens. I just wanted to make a few clarifying

comments. I just wanted to mention – I won't go over the ordinance and the initiative, I just want to clarify that this ordinance and this initiative only affects the three solid waste collection districts that are identified by map. It does not affect the rest of the county. The solid waste service that would be provided by a selected hauler via a competitive process would be voluntary for homeowners. In other words, those homeowners that currently take their refuse to one of our convenience centers or to the Buckman Road transfer center would continue to be able to do so, save for the fact that there are a number of homeowners associations that do have covenants requiring that they have curbside service. I wanted to make that clarification.

I've stated the objectives before for the initiative. Particularly it is for – we hope to reduce solid waste and collection recycling rates in those three districts. We don't know for certain whether that will be a reality or not until we receive proposals back from the haulers via that competitive process some time at the end of September, we envision, should this ordinance be adopted and there's a desire to go forward.

I do want to mention that the schedule is such that we would issue a request for proposals – this is assuming we have direction from tonight's meeting to go forward with issuing a request for proposal. We would do so in early August. Get the proposals back in late September. Screen them for a month or so in October and then bring the contracts with the identified haulers back to the Commission for a final action, and this is important to emphasize, that the final action does not occur tonight; it would actually occur January of next year with the new service happening some time in the July timeframe of next calendar year.

I do want to mention personally as staff that not only did I facilitate three public meetings that I think I shared with you the input at the last. The input did vary significantly, frankly, from one district to another and I do want to clarify or just emphasize, and I think there's a strong representation from the northern district, that there was a strong opposition to this initiative, particularly coming from the northern district and I don't want to belittle anybody who's in one of the other districts that maybe doesn't support this proposal but I really respect the input that I've been receiving. I know all of you have been receiving public input. I've received a lot of emails, a lot of phone calls. This is actually a folder of all the emails. In fact I didn't print about 20 of them I got today on this subject, one as recently as 4:58, I noticed on my computer I received. And I just want to say for the record that I really appreciated the input and the exchange that I've had with our citizens out there, your constituents, in all three of the proposed districts and I appreciate the fact that there's a good attendance here tonight to hear what their concerns are about this initiative. Thank you, Mr. Chair and Commissioners.

COMMISSIONER CHAVEZ: I appreciate that, Craig and I do know that this has been a work in progress. It's been about two years now to get us to this point and there's still work that needs to be done. I do want to touch on one other detail before we move forward. We know that Commissioner Anaya was not able to attend the meeting today and that's okay. We want to have the public discussion. We want to hear from you. I want to suggest that we have the public hearing, closing the public hearing tonight, and then having the vote at a future meeting. But I want to again defer to the County Attorney for the specifics on that.

GREG SHAFFER (County Attorney): Mr. Chair, I think that if that's the

will of the Board, at the appropriate time someone could make a motion to postpone consideration of the ordinance until a future meeting announced by the Board would be the way to approach that. But that would be a decision by the Board as a body, if that's the direction it wanted to go in.

COMMISSIONER CHAVEZ: Okay. So I wanted to just bring that to our attention now. I think what we can do is go ahead and move forward with the public hearing portion, take your comments, and then we'll bring it back to the Board for deliberation to decide if we postpone the vote to a later date.

COMMISSIONER STEFANICS: Mr. Chair.

COMMISSIONER CHAVEZ: Yes, Commissioner.

COMMISSIONER STEFANICS: I have a question for staff.

COMMISSIONER CHAVEZ: Yes.

COMMISSIONER STEFANICS: Mr. O'Hare, you mentioned that in the meetings that were held there was pockets of large opposition and pockets of support. Could you identify – you mentioned the north seemed to be in opposition. Were there other significant areas that you would summarize?

MR. O'HARE: Yes, Mr. Chair, Commissioner Stefanics. I don't want to fully characterize all of the input we received but we had the first – the meeting was in the southwest district. I'll just call it the greater Rancho Viejo area, going out to La Cienega and going down to the Turquoise Trail area. I would say in general that was fairly neutral. Citizens in all – attendees in all three were very concerned about the rates, which is the \$64,000. What are the rates going to be under this environment? Are they going to be higher or lower than I'm paying? So in general I would say there was curiosity and sort of an open-mindedness that maybe this will be better. Maybe not in that district. I think we had about 20 attendees there.

In the north district there was probably about 62 I think attendees there with virtually, probably 98 percent opposition to that. Concerns particularly around – and I will not at all mention private haulers by name because we're starting to go into, or at least might go into procurement process so I don't want to mention haulers by name, but there were a number of citizens in the north district that were very happy with their existing private hauler. Many of them were very concerned about the small, locally based hauler that we have here and were concerned about the impacts this might have on them. That was particularly strong, I will say, in the north district.

And then in the southeast district, which is your district, Commissioner Stefanics, or includes your district, and Commissioner Holian's district, I would say it was more on the supportive side. I've heard that the Eldorado Association has signed a petition in support of this initiative so that's why I made the comment that it does significantly vary from one part of the area of the county surrounding the city than the other. I guess in short that's how I would characterize those three public meetings.

COMMISSIONER STEFANICS: Thank you very much.

[Previously sworn, Harvey Simon testified as follows:]

HARVEY SIMON: My name is Harvey Simon and my address is 65 Paseo Encantado Northeast, Santa Fe, New Mexico. I am under oath. I want to thank you, Commissioners, for providing us the opportunity to speak on this matter before you. I'm here to oppose the curbside pickup in the north collection district and the "threatened"

closure of the Tesuque convenience center that we still think of as a transfer station.

I want to make it very clear that I understand that the County position in the ordinance claims that we the citizens will continue to have a choice. I also heard from employees and managers that there is no plan currently to close the Tesuque convenience center. I've heard from other County employees, quietly, that they think that it will close in the near future.

The report by Leidos that you commissioned to analyze waste management has recommended closure of the Tesuque station among others and I think that that report is full of poor data and old information but I don't want to belabor that at this point. So with that said I would like to address the curbside issue and I'd like to start with a quote from Commissioner Holian's email dated May 18th notifying us of the meetings. Thank you, Commissioner. "The Board of County Commissioners is considering an ordinance to establish three curbside residential solid waste collection districts in the more urbanized areas surrounding the City of Santa Fe." Well, I live in one of the areas surrounding the City of Santa Fe and I don't think it's urbanized. And I want to maintain and make sure that the County properly supports the Tesuque convenience center.

Curbside pickup may be a really good idea in some of the urbanized areas that were mentioned by Mr. O'Hare, but certainly not along Highway 592 and I think there are other areas that might fall into a similar definition where most neighborhoods have dirt roads, no curbs, lots of dogs, lots of coyotes, bobcats and bears. The mess that would result from this proposal in our area will not only be unsightly but unhealthy, costly, property value reducing and most importantly, I think unnecessary.

We believe that curbside pickup will probably lead to what we dread the most and that is the threatened closure of the Tesuque convenience center. Is it unreasonable, I may ask the Commissioners, to conclude that the cost-effectiveness of both curbside pickup and transfer station maintenance will be economically feasible? Probably not. Then we'll be forced to close our station to drive miles in order to reach a convenience center. That will add significantly to the carbon footprint and cost citizens of the north collection district more time and more money, very inconvenient.

I'd like to say a few words about the Leidos report commissioned to advise the County. The suggested closure of the Tesuque transfer station is based upon, as I mentioned before, what I believe to be false conclusions and poor data. As I don't think this is the proper venue I'd like to mention just one important point and arrange future meetings with some of the County employees if I may, and I'll be wrapping up soon. There has been no compacting ability at the Tesuque transfer station until very recently. Since the Leidos report was submitted a backhoe was brought to Tesuque and it has doubled the container efficiency from two tons per pull to four tons per pull. That kind of good management decision is what we're looking for to keep the Tesuque transfer station viable.

There are other options such as less days open or increased fees. Let's work on those. Within Commissioner Holian's notice I'd like to have another quote that I'm going to read. "It is important to emphasize that nothing is cast in stone at this point and the current proposal may be revised based upon the public's input." Please realize that many people in the community supporting my stated position were unable to attend tonight. But I have a petition that I'll give to you signed by 125 people supporting the views presented

this evening. Thank you for listening. I hope you heard my message.

COMMISSIONER CHAVEZ: Okay. I'm going to jump in for just a minute. Let's save all of the applause for the end. Okay? I know that we're all passionate about this. Rightly so. But in the interests of time let's please watch the clock so that others can have time to speak and instead of clapping let's use that time for those to speak and we'll all clap together at the end. Okay? Thank you. Please sir.

[Previously sworn, Christian Van Schayk testified as follows:]

CHRISTIAN VAN SCHAYK: My name is Christian Van Schayk, 111 Paseo Encantado Northeast, and I am under oath. I want to just elaborate on what the previous speaker had just said. First of all I think you have to ask in judging this you have to ask really two questions: Is it appropriate? And is it necessary? And I think on both counts it fails. This proposal fails. It's certainly not necessary because we have communities throughout the county that contract with private haulers and they haven't needed this particular ordinance before and I don't think they're going to need it in the future.

It is certainly as the previous speaker, Harvey Simon, just mentioned, it's not appropriate by its own definition, namely it is supposedly applied only to urbanized areas. And if indeed this was the case we wouldn't be here tonight. Because it isn't; it's being applied to rural areas. And I think I won't repeat what Harvey just said. But let's be clear. If you pass this ordinance it's not just simply that you're passing an unnecessary ordinance; you're actually going to be doing harm because the private haulers, once they have gotten the contract, obviously they will use introductory pricing to basically get subscribers. Those will siphon off use of the transfer stations like Tesuque. You will then, because of the cost structure that the County has, which is heavily fixed cost, a high burden, you will be forced to close that. Not right away but you will close the Tesuque transfer station. And as a result, according to the Leidos report, for every dollar that you save you will impose three dollars of additional cost on the existing users.

Not only that, the carbon footprint will be increased to such an extent that you will have to plant 1,600 trees every year just to sequester the additional CO₂. So please, this is just a very bad proposal, so we ask that you say no to outsourcing. You say no to privatization, and you say no to this proposal. Thank you very much.

[Previously sworn, Christopher Carlson testified as follows:]

CHRISTOPHER CARLSON: Mr. Chair, Commissioners, Mr. Roybal, I think you're my Commissioner in the northern district. I am Christopher Carlson. I live at 43-C La Vadera Road, which is off County Road 74. Here's what we're concerned about. We were told no less recently than yesterday at the Tesuque transfer station that it was being closed. That it might be a while but it was definitely being closed. We oppose that. I'm looking at a memo dated May 26th from Adam Leigland, your Public Works Department Director, and his first point about what is attempting to be accomplished is to reduce private haulers' monthly rate for refuse service by taking advantage of economies of scale.

Then comes the catch. The actual rates in a given collection district won't be known until proposals are received in the fall of this year. So don't we have the cart before the horse? Are there going to be economies of scale? Don't you want to know? That's what I understood that your staff member earlier today was saying, that the final

adoption should not be until you determine, number one, that there are economies of scale, and number two, you need to determine how many people, how many of all those thousands of people who live out in the neighborhoods I live in, can actually afford to do this? In fact a number of people – all the people up in Chupadero, Rio en Medio, Los Caminitos, the Overlook, they're not even in the northern district.

So it seems to me, and I would suggest to the Commission, this is premature. You need to determine whether people can afford this and if they can't afford it, what you are forcing them to do is to drive round trip, 20, 25 miles every two or three weeks to take their trash to a transfer station or a collection station somewhere – I understand the nearest one to us is either going to be in Pojoaque or possibly we could go to the City of Santa Fe. That's 20 miles round trip for us. And that's 20 miles for a round trip for any of us. So it doesn't seem to me that when you're talking about reduced wear and tear on County roads, what you're doing is assuring that thousands of trucks are going to go up and down those County roads at least once every two or three weeks.

So I would urge that before you make any decision you find out whether anyone can afford this who isn't a well to do person. And the final thing I would say is I think you should be paying for part of this. Thank you, Commissioners.

[Previously sworn, Bill Bara testified as follows:]

BILL BARA: My name is Bill Bara and I'm 86-A Paseo Encantado Northeast and I'm under oath. Thank you for listening to us, Mr. Chair and Commissioners. This is a very rural area we're talking about on the north side. We're adjacent to wilderness. We have wild animals have been seen around the neighborhood – bears, mountain lions, bobcats. They're all a real threat. Putting garbage outside on a regular basis would be bait for wild animals. The garbage will attract dangerous wild animals to our houses. How can we allow our children and grandchildren to go outside and play when we've trained wild animals to come to our house for food? Thank you.

[Previously sworn, Tom Woodward testified as follows:]

TOM WOODWARD: I'm Tom Woodward, 13 Calle Loma, which is in Aldea and I realize I'm under oath. I first want to thank Mr. O'Hare who has been so good at clarifying some of the things to Aldea residents and has been a wonderful ear. One question I would have: Has any member of your staff interviewed Mr. Ibarra? It's very clear under this ordinance that Mr. Ibarra will not be able to –

COMMISSIONER CHAVEZ: Sir, we're not going to name any private haulers doing business now or in the future and we're not going to speculate on what they may or may not do. So if we could let's focus on the proposed policy and right now, for purposes of this discussion, not target anyone specifically.

MR. WOODWARD: A smaller hauler, even if he submitted a bid and the bid was accepted would not have the financial resources to fulfill that commitment. It would include buying a lot of new equipment and some of them just do not have the resources that a large, national group would have. So it really – this one does limit to at least two of the three that are mentioned in the ordinance. I am concerned, I don't know if you have considered a simplified plan, without the bidding process. Couldn't you, as County Commissioners, require permits for any hauler and the permits would be given only on the condition that the requirements that you put on the haulers would be fulfilled. Otherwise a permit would not be considered. You could include in that permit process

your two percent tax on gross receipts.

It seems to me that what you're trying to do can be accomplished very simply that way and those of us who have for very good reason chosen a smaller hauler knowing what their choices were, that we get to keep making that choice. I don't know why that choice has to be taken away from us. I think several others offer that. We did ten years ago. We opted out of the approved hauler and were able to have our trash hauled by a smaller hauler, and that service has been exemplary and it has fulfilled every one of the requirements that you are setting down now that the other haulers are not abiding by. So I ask you consider that smaller, simplified plan, very easy and also I think the protection. A smaller hauler who cannot afford to invest in the extra equipment. Thank you.

COMMISSIONER CHAVEZ: Thank you, sir.

[Previously sworn, Don Curvey testified as follows:]

DON CURVEY: I'm Don Curvey. I live at 8 Sonrisa Court in Santa Fe. Sonrisa Court, I'm the president of the homeowners association. We're in the north district, Commissioner District 2. Our homeowners are against this plan completely. We presently have two haulers. The competition that led to those two haulers getting this business led to the lower prices that they're charging us with respect to what Waste Management used to charge and undoubtedly would charge again. The two companies use smaller trucks. They provide – one of the provides curbside pickup, which we like, or some of us do. Those smaller vehicles do not damage our paved roads which we have to maintain and we appreciate that.

We like the people we're dealing with, the small companies and we'd like to retain that capability. We would like to also preserve a competitive environment out there. Again, that's a way to keep the rates down. Purportedly we were all surveyed on our wishes during this two-year study. None of our homeowners were in Sonrisa, I assure you. Apparently none were that attended the Las Campanas meeting either. If there was a survey could we please see the report? That's it. These comments are in a letter if you want it available for future use and I could answer questions if you've got any.

COMMISSIONER CHAVEZ: Thank you, sir. We're going to just keep public comment going. If we lose momentum we'll go backwards. But before you start, if we could, in the interests of time, so we're not rushing to the podium, if you want to form a line of two or three on this side and two or three on this side, you know you're lined up. You're in the queue and you go in that order. You each have about three minutes, plus or minus. And if you can, I know it's hard to suggest this but try not to repeat if possible and bring us new information, something that maybe we haven't thought about until now. So please proceed. Thank you.

[Previously sworn, Ann Woodward testified as follows:]

ANN WOODWARD: I'm Ann Woodward, 13 Calle Loma in Aldea, 87507 and I'm under oath. And I'm speaking on behalf of the company which shall not be named. We have enjoyed the services of that company for ten years. We helped get him started. We know the family. It's part of our community. We've watched the company grow and employ people who are part of our community. The money he makes stays in the community. I'm aware that we've gotten involved in this process rather late. I would rather have been able to speak to the formation of the three districts that you have created. I would like to think that there might be a chance to divide up that north district

and not have its 5,000 – is it 5,000 households or 5,000 people?

COMMISSIONER CHAVEZ: It's households. Right, Craig?

MS. WOODWARD: It's households? Okay. Maybe into smaller sections. I would also like to ask you to consider grandfathering in the company, which I can't name, because it's a member of the community. Thank you.

[Previously sworn, Greg Spencer testified as follows:]

GREG SPENCER: Hello. My name is Greg Spencer. I live at 24 Paseo Las Terrazas and I'm under oath. I'm relatively new to Santa Fe and I'm relatively new to this issue. What I know is what I've read in the daily New Mexican. I find that at that level, the stated goals that we see are a bit vague to me. I can categorize them in two different buckets and one is that of the issue or recycling, which as an outsider to Santa Fe I'm kind of surprised we're not further along that path. The idea that upstate New York is a little bit surprising to me. And the second bucket is that of rates.

Now, I think that the whole process could benefit through more specific objectives and metrics put to this. I haven't heard or read anywhere what type of percentage reduction in landfill that we're trying to avoid by recycling. Any notation of metric tons or anything like that. I think the process could gain from that. I also think that the RFQ process, the request for quotation, could include smaller private operations, and that's a great concern to me. I think that the group has gone, the County has gone to almost a foregone conclusion that it is going to be a sole source contract.

I am retired from the medical industry where dual source or multiple source contracts are often the case between suppliers and I would represent hospitals that would use my products. I think that the County needs to consider that. We could avoid some of these arguments perhaps by having more than one source that are available to us.

In terms of the reduction of rate, I have a neighbor that's with me today who clued me into the availability of a small, local alternative – local being Albuquerque, and I was able to make two phone calls. One to discontinue my current service with a large, Fortune 500 multinational company – everybody knows who is it, and go with this Albuquerque-based outfit. The annual number for me for pickup weekly a 96-gallon container went from \$665 a year to \$224 a year. Now, what I'm concerned about is that we get into a process where there's a single source contract that I'm forced to follow and I go back to something that, hallelujah is ten percent less than the original \$665 but takes me out of my \$224 commitment that I now have, again, on an annual basis. These are real dollars and cents. I think private citizens with the internet and the ability to make a phone call can do what is best for their particular situation. Thank you.

[Previously sworn, Edelmira Juarez testified as follows:]

EDELMIRA JUAREZ: My name is Edelmira Juarez. My address is 5067 Agua Fria Park Road, Santa Fe, New Mexico 87507 and I am under oath. I have been – I am one of the owners of Ibarra's Waste and Recycling Services. We're being in business over more than ten years providing excellent trash and recycling service to Santa Fe residents and also customers with special needs. By passing this ordinance you basically will be getting me out of business because under the current requirements on the size of the service areas it is impossible for me to keep operating because I do not have the resources to buy all the equipment I need, and I really don't appreciate the fact that the government agencies are getting local business out of operation instead of supporting

them like it's supposed to be. So I will ask you to reconsider a list to change some of the requirements in the proposal, solid waste proposal because if you pass this basically you're getting me out of business. Thank you very much for your consideration.

[Previously sworn, Joe Eigner testified as follows:]

JOE EIGNER: My name is Joe Eigner. My address is 6 Verano Drive. I'm speaking under oath. Mr. Chair, members of the Commission, we've worked for almost three years for this proposal, many of the citizens groups, and staff has worked very hard on it and the Commission has as well. We think it's a very good proposal and we support it very strongly. We are of course in that southeast proposed district. My group, I'm with a group called Eldorado 285 recycles and we work in Eldorado and along the 285 Corridor from I-25 down to Lamy – actually down to Galisteo. And we find really overwhelming support, partly because we've been working for the last ten years under a system very similar to what you're proposing.

Our homeowners association in Eldorado for ten years has had a contract with a very large hauler. We have a very large convenience center close by and our people are passionate about that, almost as much as people at the Tesuque are about theirs, and our people are very happy with our large hauler. So we think it's a very good proposal. Currently in the county, according to the best study that's been done, the Leidos study, the recycling rate in the county is seven percent, 7.0 percent. The diversion rate when we include brush is 8.3 percent. That's not very good. It's terrible. It's even worse than the City of Santa Fe which does not stand out by any national standards. We challenge the people in Tesuque to achieve the same recycling rate we do. We're at about 25 percent at Eldorado recycling and the low 40s in terms of diversion rate.

So we think if this proposal doesn't go forward we're going to be in a status quo situation and these very poor numbers that I've given you will just continue. My time is almost out. I'm delighted that the people in the northern district love their small recycler. That's wonderful. Those folks are great. They make house calls once every week as does our large hauler. They show up reliably once a week at our homes, so that's great and I'm delighted to hear that. But I think doing nothing, staying with the current situation means we're back at ground zero and there's no hope for too much improvement. So I strongly support, as my group does, this current proposal. Thank you.

COMMISSIONER CHAVEZ: Thank you.

[Previously sworn, Tony Brown testified as follows:]

TONY BROWN: My name's Tony Brown, 3 Nuevo Milenio, Aldea de Santa Fe in the northern district. We support Sustainable Santa Fe, local businesses. We have used all of the haulers that are being considered. Since I'm not allowed to mention names we are in support of the young lady who was just up at the microphone. They provide specialized services to residents that the larger haulers refuse to provide when we asked them. We don't want to have those large trucks on our roads that we're responsible for maintaining. I also have a petition that was emailed to each one of you and I have hard copies here with comments if you all would like to read them. I don't know that you've had a chance to or not.

The majority of my residents are against this ordinance based on the fact that we are worried that this ordinance is going to put our local Santa Fe-owned business owners out of business. That is something that I really liked about Santa Fe when I moved here.

Sustainable Santa Fe. Support our local businesses. Support our local farmers. Not give our contracts to outsiders who are outside of the state and outside of the area. That just doesn't make sense to us. If you all would like a copy of this petition I would be happy to bring you one. I made a copy for each one of you. The northern district is Commissioner Chavez and Commissioner Roybal. I wish you guys would have attended the meeting at Las Campanas. I think 62 people was very conservative. Most of us could never find the sign-in sheet. It was standing room only. They had to bring more chairs out to have room for people to sit down.

We made it very clear up there in the northern district that we do not support this. We want to keep local, sustainable businesses that will help improve the local economy, not people that are out of state that have corporate offices in some other city in another state. That's not what Santa Fe is about. I don't really have anything more to say other than I hope you guys do not approve this ordinance. Maybe revisit it; it's got good ideas, but the way it's being implemented is not right. We were not notified by anybody about the planning for this. We found out about it, I believe, through Tessa and she notified me and I notified a majority of the neighborhoods out there of the meeting about two weeks before it actually happened. I think if we'd had more notice and would have been included in some of the organizational aspects of this ordinance that it would be a little bit better written and would include local contractors, local businesses, which is what sustains our city. Our city is not that big. Neither is our county. So I have nothing more to say other than please do not approve this ordinance. Thank you.

[Previously sworn, Charles Marsh testified as follows:]

CHARLES MARSH: My name is Charles Marsh. I live in La Tierra Nueva and I think my situation is very typical of hundreds of other people who have large home sites. My driveway is over 300 feet long as are the majority of my neighbors and I'm also elderly and there's no way I could transport my trash up those 300 feet. I have a local hauler who uses a small truck. He has been serving us for 17 years. I cannot remember when he failed to arrive. He is a native of New Mexico. His family has been here as I understand it for 200 or 300 years. He has a son in college who he supports. He's an entrepreneur and a segment of his income is our trash hauling. And his son is incidentally at the University of New Mexico doing very well.

The rate I am paying, as I understand it, to have my hauler arrive at the door of my garage, 300 feet from the road, remove my trash, leave, is less than some of my neighbors are paying at the moment Waste Management, the huge corporation which incidentally in the past has had a very shady reputation in its dealings with governments. And I don't have to say anymore. If you want to check on that read the past history in the *New York Times*. At any rate, you are simply depriving local people of their livelihood and you're making older people like us even think of the possibility of having to move. It's not right. And thank you. I hope you don't approve the ordinance. Thank you.

COMMISSIONER CHAVEZ: Thank you, sir.

[Previously sworn, Howard Gershon testified as follows:]

HOWARD GERSHON: My name is Howard Gershon. I live at 41 Sundance Drive and I am here under oath. I'm the president of the Tano Road Association which is a voluntary organization with over 230 members. I've also been asked to speak on behalf of the Sundance Estates Homeowners Association. The Tano

Road Association remains firmly opposed to the ordinance that the County is considering. Many of us attended the May 20 meeting where we discovered for the first time that this plan has been in process for several years. We were totally unaware of the planning. We were actually unaware of the meeting until just days before, much like Aldea. We didn't realize that there were over I believe \$40,000 spent of our taxpayers' money on consultants and other activities.

Having heard the case, we find that this is totally unnecessary. Most of our neighbors feel that the trash haulers that we have are providing exemplary service at a reasonable rate. We actually did a recent survey of our members to find out what their concerns are and issues and trash was not at all – it was never mentioned. There are lots of other things that we would appreciate the County's support with but certainly not trash.

Most of us do our own recycling, do not need curbside recycling even though it is available to us if we want it. Some of us like the gentleman that just spoke live on private roads which would be adversely affected by big trucks. We have many homeowners with gates, with long driveways. We have elderly homeowners that have specialized services that we don't think will be available, so we firmly oppose this, don't see any value that it would bring to our community.

Speaking on behalf of the Sundance Estates Homeowners, the president was not able to be here but the comment that they made is that the plan that is under review is blatantly anti-competitive. Under the current system we have robust competition throughout the county between at least two or three pickup companies. We have a choice. Our costs are under control. The plan that you're proposing will eliminate this; it will provide a monopoly. The plan will deprive us of choice and will in all likelihood lead to increased costs and negative impact on local-owned businesses. We don't think there's anything wrong with the current system in our district and don't see any reason why we should mess with it. Thank you for your time.

[Previously sworn, Sandy Seehaver testified as follows:]

SANDY SEEHAVER: My name is Sandy Seehaver. I'm at 28 La Serena Trail and I know I'm under oath. Mr. Chair, Commissioners, I'm here to oppose the ordinance. I was president of the Sonrisa Homeowners Association at the time this study was done. I can assure you that I received no notification, no information, no questions or consultation with what our homeowners might be interested in. We used to use a large hauler which was the only show in town at that point for us. As soon as there was competition everyone in the neighborhood left the large hauler and went with the local haulers for better prices and better service.

We are very happy with our services now and when we are not a simple phone call can either resolve the issue or we have a choice of going to someone else. I don't understand how you can refuse to allow citizens to choose and pay for services of their choice. This is a free enterprise system. You will put other people out of work and remove choice from the citizens and I don't think that's what you want to do. Thank you for your attention.

COMMISSIONER CHAVEZ: Thank you.

[Previously sworn, Meredith Speers testified as follows:]

MEREDITH SPEERS: My name is Meredith Spears. I live at 12 Calle

Corva in Aldea. I have lived there eight years and I am under oath. When I moved here eight years ago I thought Fortune 500 company was my only choice. I live with my driveway on an alley and I was told that I had to drag the big container they gave me to the end of the alley. My husband at that time was totally unable to help me and I was told that I had to have it there at 6:00 am. I did that one time. With a few days a smaller, local hauler saw me collapsing boxes in the garage from my move from Connecticut and offered to pick those up and also offered to provide trash service at less than the other company. Not only that, I wouldn't have to haul something the length of the alley.

In snow I would be unable to do that in my situation. The alley is not big and if a mechanical truck came down there with arms on one side, and there are garages on both sides of that alley, somebody is going to have to lug their garbage across the alley to be picked up. Everything has been done very nicely. We don't have to have things out early so we avoid having crows or rats or dogs or whatever ripping open garbage. Not only that the hauler will pick up large things that don't fit in a bin, and if I can't move things myself the hauler will do that at no extra charge.

Now, it is a local company and a lot of people work every time they go through my neighborhood. If we had a large, Fortune 500 company in there with mechanical pickup that will be one or two people per truck rather than a larger crew, and we just put some local people and a local business out of work. And finally, I would like to know in transparency if a large Fortune 500 company has provided any of you with trips or dinners or lunches or presents of anything of that nature. Thank you very much, and please do not vote for this ordinance.

[Previously sworn, Paul Bick testified as follows:]

PAUL BICK: Before I give you my name address and tell you that I've sworn in I would like to make a comment about that procedure. I have never, ever been to a comments section of any level of government where the public has to be sworn in to make comments. Furthermore, as an areligious person, to make me swear by god, I find personally offensive and insensitive.

COMMISSIONER CHAVEZ: I appreciate that, sir, but unfortunately that's our standard practice.

MR. BICK: You need to look at your standard procedures. And the other thing is in not allowing us to mention companies by name, I also find that a silly restriction. Having said that, set that back to three minutes, I haven't started my comments about this. I want it back to three minutes please.

COMMISSIONER CHAVEZ: Just go to six. I think we can keep track of the time.

MR. BICK: My name is Paul Bick, 154 Tano Road. I have sworn an oath. I have some fundamental questions on things that should be answered. My understanding is that you can indeed as the council establish these special districts but those have to be requested according to the research I did, by a voter, I think is the word, of those areas. I would like to know who initiated the request for these districts. It can't be you. It can't be these gentlemen over here. It can't be the agents of these organizations. It has to be a disinterested party who is eligible to vote. So I'd like to know who suggested these things to start with, and to reflect what the lady before me said, what, if any relationship they may have with any of these agencies that are involved in potentially getting this contract,

whether or not they have any connections with the Solid Waste Department, etc., etc., etc.

Furthermore, I question whether you are establishing a contract. You are giving people an exclusive license. You are not negotiating a contract; you are forcing me to pay somebody money for services that you are making me choose. If you want to go look up a procedure is where a government agency gives an exclusive business right to a company, forces the public to purchase only their services or their products, and that company reciprocates by paying a fee you'll find it in the F section of the dictionary. You might look up under Mr. Mussolini. It is called fascism. So you need to understand you are confronting me potentially with a choice of doing business with a company that I may not choose, that I may find reprehensible, that I may find corrupt, and tell me that's the only person I can do business with. And you're telling me I have to pay them.

I'm the one that's the contractor; not you. You are giving them the authority, the exclusive authority to charge me in essence anything they want. Right now I pay \$17.51 a month for curbside pickup. You're going to force me to pay more. You're not giving me a chance to negotiate and you haven't even establish that they will be fixed rates, they will be established at the beginning but you have no procedure by which you will maintain those rates.

So, in short, I really think you guys have got this wrong. You've been doing this for years with nobody's input except your own. And the final thing is I've been in the RFP business enough times to know that when you get the request for proposal, somebody had to write it. And as the lady before said, I would like to know who is providing the information, the technical details and the restrictions and limitations on this forthcoming RFP, what their relationship is to any of the potential providers of these services, and what their relationship is with any of the people involved in producing that output.

I've been in this town long enough now. It's appropriate that this topic is garbage. Thank you, and I want you to vote against it, Mr. Roybal, as my Commissioner.

[Previously sworn, Larry Hootkin testified as follows:]

LARRY HOOTKIN: Good evening, Commissioners. Thank you for staying. Thank you for paying attention when people speak. I saw some interaction while someone was speaking, but that's okay. My name is Larry Hootkin. I live at 17 Cloud March East in the Sonrisa Subdivision. I'm under oath. When we moved here 14 years ago we also were faced with a no-choice trash pickup situation by the unnamed national company. They refused to offer recycling. They were unresponsive to phone calls, requests, etc. And then we found out that their rates, the rates that we were paying were twice what we could pay by hiring a local company. Twice. More than twice. And in addition, the local company provides recycling.

I think we've sort of taken informal polls of our friends, associates, neighbors, etc., etc. and at least in our area I'm happy that Eldorado would like to stay with the less than stellar national company but we don't want to go back to that company. We're very happy with the arrangements that we have. We not found a single person in our area that wants to go back to the unnamed national company and we don't understand, since you don't maintain our roads – we pay to do that – why you should be allowed to maintain our trash collection. We can take care of it, make arrangements ourselves. We don't need your help in doing this and I think this is an ill advised proposal that will not benefit folks

in the area or will not benefit local businesses.

In closing, I spoke to a New Mexico state legislator, who I will not name, since we're not naming names, recently, about this and that person had a three-word response: Follow the money. Thank you.

[Previously sworn, Jeffrey Kosberg testified as follows:]

JEFFREY KOSBERG: My name is Jeffrey Kosberg. I'm under oath. I live at 20 Tanoito, Santa Fe, New Mexico. I just want to check with the Board. Has everybody read the recent article in the *New Mexican* about recycling? It seems that at least the County is coming at this a little bit late. The market for recyclable materials is cratering. The single-stream approach to recycling does not work. It is expensive and it not producing a profitable product. You now want to have one hauler. How can one hauler economically do this when the whole market is collapsing?

It seems that the only appropriate response is to maintain competition. Now, it may be that the price, regardless of how many people are competing, gets too expensive. But then it is going to be the choice of the people to decide. I will recycle or I will not recycle or I will drive over to the transfer station, or I will pay what the market requires because nobody is going to provide services at a loss. Unless the contract with this hauler requires a subsidy from the County, which I don't think is appropriate because that would even further distort the competitive nature in what should be an open competition. Thank you.

[Previously sworn, John Kleider testified as follows:]

JOHN KLEIDER: My name is John Kleider. I live at 3 Artifact Place, Santa Fe, New Mexico. I'm adamantly opposed to this whole issue. I think it's unnecessary, and I will vigorously oppose it from now on. I wish that you would not take my privilege of recycling in your own county recycling depot, separating and not continuing the one-stream recycling issue. It's my privilege to contribute that small amount to the recycling programs. I believe that everyone who has spoken in opposition to this has stated all of the other reasons I am opposed so I'll take no more of your time.

COMMISSIONER CHAVEZ: Thank you, sir.

[Previously sworn, William Scheer testified as follows:]

WILLIAM SCHEER: Bag tags. My name is William Scheer, P.O. Box 841, Tesuque. I'm under oath. I'm the president of the Los Caminitos Homeowners Association. I'm also a taxpayer and a frequent voter. Your plan, as I understand it, claims to improve service for the county residents. If as anticipated the Tesuque convenience center is closed, my service will be materially impacted, significantly decreased. I haul my own trash. I do that because the area I live in is not suitable for anyone to be doing curbside recycling. We have one driveway that's over a third of a mile long and climbs probably over 100 feet. Probably well over.

So with no Tesuque recycling center you'll see from many of the people out in the country a much greater impetus toward illegal dumping, because they have to travel much farther and the costs keep going up. Now, you're saying, oh, we have to support our recycling centers and our convenience centers by the fees that they take in and Tesuque doesn't take in enough money. I say government services are paid for by your taxes. I expect service for my taxes and I pay pretty good taxes. So it shouldn't be making a profit.

This plan is the antithesis of value for service. You can see that many people are unhappy to have their choice removed. Many people are unhappy to have their local recycling center removed. I separate myself. I haul my stuff. I'll go twice for recycling before I haul one bag of trash and I do it one at a time because the wild animals in the neighborhood mean I can't store it outside. I know at least two neighbors who've had a shed where they put trash; it was totally torn apart by the local bear. So I know you're not proposing curbside service right where we are but take away the recycling center and just say hello to more automobile pollution. Say hello to more illegal dumping as memorialized by the New Mexican recently and perhaps this should be something you consider approving for the areas that may want it, although that seems that it's not 100 percent, but please, keep it out of the north. Thank you.

[Previously sworn, Adam Schlachter testified as follows:]

ADAM SCHLACHTER: Adam Schlachter, 707-B Cortes Street. I am under oath. I'm here tonight representing the Solid Waste Management Agency, which is a joint County-City agency who handles all of the waste and recycling in this region in the community. We just wanted to say that we are in support of this because from the agency's perspective it will help to increase diversion and recycling away from Caja del Rio which is an asset that this community has constructed and that we want to last as long as possible.

In addition, this will provide cohesion of services for those who choose to participate. There will be options still available and for those who choose to participate, there will be good service. In addition, this is going to actually reduce the number of trucks. When I did live in the county when I first moved here there were four hauling companies that ran down my unpaved street that all of us as residents had to maintain. So moving to one hauler, be it a County-maintained road or a private maintained road, that will reduce everyone's cost.

Similarly, it's going to allow for a better constituent response. We get many calls every day where we have to figure out who is actually hauling the waste for the customers who haven't received service, be it any size hauler that is servicing this community. In addition, the RFP process will allow the County and everyone involved to equalize the level of service that is provided by all of those who choose to bid on those services. And finally, from the standpoint of the size of the company, having a seven-year agreement will allow for economic development of local companies. And finally, just as a historical point of fact, the large company that is servicing Santa Fe County did start out as a small company, local to Santa Fe, which in turn was acquired by that larger company.

So again, we are providing for better service, increased service and keeping jobs and finances within Santa Fe County by moving forward with this plan. Now, it isn't perfect; nothing ever is. But from the global perspective of what this is going to provide from a waste management standpoint the agency does stand behind the County for whatever decision does get made. Thank you very much.

COMMISSIONER CHAVEZ: Thank you.

[Previously sworn, Patty Hotchkiss testified as follows:]

PATTY HOTCHKISS: Hi. My name is Patty Hotchkiss and I too live in Los Caminitos in Tesuque. I'll be very, very brief. The purpose of this whole – our

project is not to raise money for the City or the County as has been suggested. Instead, it is to continue to beautify and protect our environment. Thank you.

[Previously sworn, J. R. Riley Frey testified as follows:]

J.R. RILEY FREY: My name is J. R. Riley Frey. I'm 72 years old. I live at 8 Summer Night in Santa Fe, and I've never missed an election since I've been 21. It was mentioned earlier that this process has been going on for two to three years. I found out about it about five weeks ago. I'm a very active member of my HOA and we did not know anything about this. I've talked to other people in my community and nobody heard about it until we got notice that the meeting on the west side, the northwest side was going to be held at that area.

My community is La Mirada and we tried to give our streets to the County about 12 years ago I believe, and of course it was refused, so we have to take care of our own streets. We had large trucks running up and down, damaging our roads that we had to pay for and to fix. We have small cul-de-sacs that the trucks could not get around and they were knocking the barriers around the cul-de-sacs down, so we went for the most part with a smaller company. It comes out, we don't have any problems with them coming up and down the streets. They collect the trash. Never had a problem. In fact, I was not home one day, I came home, my trash was gone. They came into my house, got my trash and took it out for me because I forgot about it.

There seems to be an overwhelming opinion, at least for people on the north and the west side that this is something that we don't want and we don't need. And it seems that the people on the southeast side have a problem that they have not been able to take care of themselves. We on the northwest side and the north side seem to be able to have done that. We've gotten people to come in and take care of our trash to our satisfaction. We don't need other people coming in. It's going to cost the County more. I understand by your regulations that reports are going to have to be made to the County. We're going to have to hire somebody to review those reports and take care of that. The companies are going to have to supply those reports. It's going to cost them money. Everything is going to cost more money and I just think you don't need to fix something that's not broken on the northwest or the north side. Leave us alone. Stop at our nose. We're fine. Thank you.

[Previously sworn, John Stapleton testified as follows:]

JOHN STAPLETON: My name is John Stapleton. I live at 61 Called San Martin, that's in the Tano Road area and I'm under oath. We're still at a loss to figure out what this is all about because we're creating, at least as we look at it ourselves and with our friends and neighbors, we're creating more problems than we're solving. Let me give you an example. My personal situation and a number of neighbors. My driveway is 150 yards long. Now, I know I'm not going to be able to schlep all my garbage down to by curbless street, and if I can, I'm not going to be able to do it forever so I'm going to have to hire somebody to do that for me. Now isn't that wonderful? I don't have to do that now. My refuse collector drives up my driveway, picks up my refuse and collectibles and drives away. Pretty simple.

So if I go with the refuse collector that the County is going to select then he's going to come down the road and pick up the refuse that I've had to drag 150 yards out to the street. He's not going to drive his truck up my driveway because he's going to tear up all the rockworks that I have and I sure don't want that. So my other choice is to take it to

the dump myself. Now, I can do that now but in a few years maybe I can't do that. I've already got one hip and one knee replaced so maybe I won't be able to do that. So then I'll have to hire somebody to do that. Now I hire somebody to do that now but under the current proposal the guy that does it for me now, he can't do that. So you almost can see yourself not having any service.

The other situation is my driveway intersects Calle San Martin in the middle of a very steep hill. We know the big garbage trucks cannot negotiate that hill in the wintertime. They don't have four-wheel drive. So we could see ourselves going two, three weeks without any garbage pickup. It seems that this whole proposal is a very poorly analyzed and a very poorly planned in terms of the real needs of the people in the area where you're trying to create this program. There are a lot of people that are not in our situation. I'm not speaking for them. Earlier, the Tano Road Association spoke to you and said some of the same things.

All I can say is look at the individual situations that really exist out in the county and all the problems that this is going to create for them. It's not going to solve anything. Now, it may make you more money, but at what risk? Thank you. Please don't do this.

[Previously sworn, James Borrego testified as follows:]

JAMES BORREGO: Good evening. My name's James Borrego. I live at number 5 Avenida Desvia, which is in the county. I'm a life-long resident and I've seen the changes come and go. What this sounds like is that we are trying to fix a problem that's not broken. In the county, it's not an urbanized area. Residents are many feet apart. A lot of them have long driveways. There's a lot of elderly people that live in my area which do not and not capable of hauling their trash out to a curbside location. I do see several mid-size collection trucks coming up and picking up the trash right at their houses, which is very convenient for them.

There are no issues with large trucks. The roads are relatively remote in a lot of these areas and in the wintertime they become almost impossible to traverse. With larger trash vehicles similar to what we see in the city these are not going to be able to get around in the county and we're just looking to create more problems than we're looking to solve. If there are areas in the county which do not have trash service or they are not satisfied with their service then maybe the County should provide names of haulers who can satisfy those requirements instead of making a broad ordinance which as you've heard people do not want and in several areas it becomes unfeasible to even consider.

I would ask for you not to proceed with this ordinance and to help those individuals, giving them information on where they can find reasonable service for their trash. The other thing regarding recyclables, if recycling is a feasible and economic benefit then why not consider additional stations for recycling pickup scattered around the county, where they can dump their aluminum or glass or whatever rather than have to go to transfer stations. Only if this is feasible and economically viable situation. Anyway, I would like you to consider not passing this ordinance. Thank you.

COMMISSIONER CHAVEZ: I want to thank you again for your patience and your interest in this. Believe me, none of this is easy. But I do want to go back to staff and see if staff would want to respond in some fashion in a summary to some of the concerns that were voiced. The notion that the proposal would favor one private hauler over the other or that we're trying to create an environment that is not competitive. So

Craig, those are a few of things that I took note on, but why don't you just summarize and then we could decide where we want to go next.

MR. O'HARE: Sure. Thank you, Mr. Chair and Commissioners. There were basically three general points I just wanted to address and clarify. One was the understandable concern about putting a smaller, locally based hauler out of business by the mere scale of – relatively large scale of these collection districts that have in the neighborhood of say, 5,000 homes maybe. Anywhere from 3,500 to 4,000 would subscribe to this service. We've heard that concern and we were aware of that concern quite a while ago. We have met with the four haulers that we believe are the most in a position to be a part of this initiative. We met with them twice. We met with them when we were doing the study about a year ago when we met with them within the last month from the smallest ma and pa, if you will, based company all the way up to the multi-national companies, so I did want to make clear that we have sat down with all of them.

COMMISSIONER CHAVEZ: And actually, Craig, if you could on that point, I'm going to go ahead and disclose that I have no interest nor have I received any compensation or anything from any of the private haulers anywhere in the area. So I want to pretty much put that to rest. Okay? For myself, so it's on the record. Because I think that we've been sort of – I guess it's been suggested that because one of us or all of us are considering this proposal that we have ties to any one of the private haulers and I personally do not. So that's my disclosure.

MR. O'HARE: And so Mr. Chair, I did want to – and Commissioners, I did want to note or emphasize, and I don't believe it's been in writing and maybe that's our fault at the staff level, that we intend in the RFP process in evaluating the proposals to put in a pretty significant scoring criteria for any of the larger haulers that team up with a local smaller hauler. In other words that they would – we scored, they would get higher scoring if they were to engage in a relationship with or an operational contract if you will with the local hauler. And again, there's no guarantees that that scoring process will end up necessarily making that entity that includes the local smaller based hauler in their proposal. We're hoping that indeed will be the reality.

What we're thinking is, as a way to address the very valid concern about the local family-oriented business that's been growing over time is that we basically have two types of solid waste collection environments out there. One is roads and streets and neighborhoods that are conducive to using the large-volume automated container sort of pickup that we see in the city and we also see the private sector use which the smaller hauler does not use, and also a lot of what you've heard tonight is the special needs hauling areas, whether it's the person who's got a 400-foot long driveway that simply is not in a position or frankly doesn't want to bring their recyclables down to the street, to areas that have dirt roads or topography or turning radiuses that aren't conducive to having these large trucks in there. And so we would make sure in this process that anybody who has what we'll call special needs, when you provide service all the way to the home, often that's called drive-back service, there's the notion that a smaller hauler who has the smaller vehicles would be in an ideal position to perform that type of service in conjunction with the larger hauler providing the large truck service.

There's no doubt that this is about change and I understand a lot of skepticism and concern around change from the homeowners' side and the haulers' side. I just wanted to

acknowledge that but say what we do have thinking in the proposal scoring process to accommodate the concern around the small hauler. But that wouldn't necessarily mean that everybody right now who's a customer and has a small hauler or one of the medium-sized haulers would necessarily in this environment end up keeping that particular hauler for their particular service. And so their concerns about I like my hauler and don't touch that would still be relevant even if we were putting together a structure that would allow the small hauler to not only still exist, maybe even possibly grow.

I do want to address the issue around the notion that we, at the staff level or in conjunction with the governing body have somehow structured this with one specific hauler in mind. We have not at all. There was, frankly, a Moveon.org petition that many of you received – I think all of you received, that had 250 signatures on it, and it did in my opinion have a very inaccurate statement that two of the haulers would simply not be in a position to participate in this process and that this was essentially wired for one hauler. That doesn't negate the concerns that people have expressed about they like their existing service, but this is not structured or wired, if you will, for any one specific hauler at all. We are dedicated to making this an open, competitive process during the RFP process.

And then I think I did just address the special service needs. That was the other that was brought up, that people have. It's not like the City of Santa Fe where pretty much you can take a large truck and go up and down the streets with that. We think that – we're going to make sure that those needs are still accommodated. And that's all I had, Mr. Chair, to address kind of some of the general nature of the comments.

COMMISSIONER CHAVEZ: Okay. Thank you, Craig. Are there any other questions to staff? Commissioner Stefanics.

COMMISSIONER STEFANICS: I don't have questions; I have a comment.

COMMISSIONER CHAVEZ: Okay. Go ahead.

COMMISSIONER STEFANICS: Thank you, Mr. Chair. I would first like to just say to the audience, I think to assume that any of us are on the payroll or are receiving gifts from anybody is silly. We have a severe code of ethics here at Santa Fe County and any person can bring a complaint against us for anything that's deemed in appropriate. Our salary is set by state statute, \$29,600, \$29,800, something like that. So that's it. What you see is what you get. Most of us have jobs and work and I wouldn't say that we are receiving gifts or lunches or payments from entities. If so, I believe that somebody would have filed an ethics complaint by now.

I do think that when we set up – we actually have had a citizens task force that has worked on this for a few years and when we received the recommendations from the citizens task force some of us did say perhaps we didn't have a broad enough constituency in the task force. But the task force spent a lot of time, and I thank members of the task force who are here and there are some of you in the audience, and I thank you very much for all the time you gave over those couple of years.

But part of this ordinance has to do with tackling the problem that we have been reading about. There are many individuals in our county that are not using the transfer station and who aren't paying to have their trash hauled. And we don't know exactly where it's going unless we wanted to follow them to the arroyo to see which one they're

picking. So we do have a concern for the environment, for our land, and to protect the public health and safety of the people in our county.

I have heard all the concerns and I would say there are many valid concerns. I wouldn't say every concern is valid. I would say there are many valid concerns that have been presented tonight. We are also as a County wanting to support the local economy, small businesses. I think that we probably, in my opinion – and I don't know if the other Commissioners agree – I think we need to rework this seriously, and the way it might be done – I started wordsmithing and then I realized it was going to be way too much. Because we were allowing commercial and industrial haulers to continue, but we didn't put anything in there for private residential to continue. And if we really wanted to honor contracts that are in place we would allow that as well.

So I also heard from homeowners associations, but perhaps what we didn't do is invite, in a big sense, a representative from every homeowners association in the county or in these three districts to participate in the conversation to plan it. There were meetings to comment or to hear about it but in my mind I think we do need to regroup and perhaps rewrite. Thank you very much.

COMMISSIONER CHAVEZ: Commissioner Roybal, do you have anything you want to add at this time?

COMMISSIONER ROYBAL: Yes. I would also like to let you guys know that I've heard your comments and I am listening. I will actually agree with Commissioner Stefanics on I think we need to step back and rework this. So I do appreciate everybody that's come here today to make comments. You took a lot of time out of your day or evening to be here so I do appreciate that. Thank you.

COMMISSIONER HOLIAN: Mr. Chair.

COMMISSIONER CHAVEZ: Yes, Commissioner Holian.

COMMISSIONER HOLIAN: Thank you, Mr. Chair. Well, I'll make a few comments too. I was actually on the Solid Waste Task Force and I can attest to the fact that the people who were on it really worked hard to study the issue and to try to come up with some suggestions for ways that we could have a better system. And District 1 in fact was represented by actually an individual who thought that we should have mandatory pickup service for all of District 1 which I find kind of interesting.

But in event, I want to make a couple points. One, the County does have the responsibility for solid waste. We have allowed private haulers but still, the County has the ultimate responsibility. And also I want to acknowledge that I did hear your comments and your objections and your concerns, but in the end, we are making decisions not just for a single community but for what's best for the county as a whole. And that is what we as Commissioners have to keep in mind when we are making decisions.

Now, I think that the people of Santa Fe County do, in spite of what we've heard and the sort of negative tone of a lot of this, that I think that we do actually agree on some things in Santa Fe County in general, or at least that's the feeling that I got when I was on the task force. I think that we want safe handling of solid waste. We want to protect our air and water quality, and I have to say that I'm also on the SWMA board, and SWMA goes to a great deal of trouble and effort and expense – it's not free – to make sure that our groundwater is protected at our landfill, that it's not being contaminated, and also that

our air quality is protected. We don't allow emissions to go into the atmosphere that's going to cause smog and a methane cloud in our area.

So I want to assure you that SWMA is doing a very good job of protecting our environment. I think that in general people want the lowest possible rates and in a lot of ways I think that there's sort of a feeling that trash isn't worth anything. So it's hard to understand why we have to pay anything to get rid of it. But we do have to pay something to get rid of it. We have to make sure that our environment is protected. So I just want to make the point that it's not free to deal with solid waste in a responsible way.

I also think that people want convenience and that sort of was brought out here quite effectively and people – there are – one size doesn't fit all in our community. A lot of people live in rural areas where they have long driveways and so on and I can tell you my husband and I really live in a rural area. We live in Glorieta Mesa and our driveway is about six miles or something like that. And there's no way we're going to get a private hauler out there period. None of them are going to do that. So I understand that we have to work out flexibility in the way that trash is picked up. And I think that that is being addressed in the proposal that we are considering right now.

I also think that in general – not everybody agrees with this – but in general I think people want more recycling in our community. But again, recycling is actually not cost-effective. These days it actually costs a fair amount to recycle and it especially costs a lot in Santa Fe County because the markets are all far away so we have large transportation costs. But there are benefits to recycling even here in our community, and that is the lifetime of our landfill. We have one landfill now out at Caja del Rio and my guess is that there will never be another landfill in Santa Fe County. By the time we're ready to have another landfill, there just won't be any available land and nobody is going to want it next to where they live.

So we had better make that landfill last as long as we can. This is an important point. Also, I think that we agree that we want less illegal dumping. So I think that what we have attempted to address. We may have to do some adjusting of this ordinance but I think that the basic concepts are very good, and I want to say, to emphasize that after the ordinance is in place, it's still not a done deal. We have to put out the RFP for the contracts, and then we have to vote on the contracts. And I don't think anybody up here is going to vote for any contract that doesn't achieve the goals that we want to achieve, which I think I have just sort of outlined in what I think people do [Disruptive audience outburst] -- well, I think it's kind of inappropriate for you to heckle me at this point. I am allowed to express my opinion as well, I think, and you did.

COMMISSIONER CHAVEZ: We are listening. We are listening and this is part of the debate and now it's your turn to listen. We all have an opinion. We're not all going to agree. Commissioner Holian, continue.

COMMISSIONER HOLIAN: Thank you. Anyway, I think that we have to recognize that the ordinance is not the end of the process; it's really just the beginning and we will have to be voting on the contract. And again, that will be a public vote and there will be – people can attend the meeting at which we would vote on the contract and express their opinions, but I think that we would try to put in place contracts that really address people's concerns. And again, I just want to emphasize that we are making this decision based on the entire county, not just a single community. We really are. And I

have to say that in my district I've received a lot of positive feedback about this proposal.

So the question is do I represent my district? Do I represent the county as a whole? How do I go forward and make the decision? In any event, again, I appreciate your comments. It's very interesting to hear what people's concerns are and I would actually like to craft something that will address people's concerns and that we can come together on this. I really, really feel that if we talk about what's important to us that there is common ground and we can come up with something that the majority of the people agree with. Thank you, Mr. Chair.

COMMISSIONER CHAVEZ: Thank you. The public hearing portion has been closed. I'm going to go back to that. We've allowed time for everyone to express their opinions. Now we need to decide if we want to vote on this. It doesn't seem that there's support on the Commission at this time to support the ordinance as it's drafted. Most of the comments that I was going to make regarding this issue have already been made so I won't take any more time on that. But I will say that recycling and the way that the County is managing its solid waste is being subsidized by both county and city residents. It does not pay its own way. Property taxes were mentioned earlier, and I think maybe at the next meeting we can show a pie chart of where our property taxes go and the County does not keep all of the property tax that's collected. It goes to the Community College, it goes to the Santa Fe School District. There's a long list of where our taxpayer dollar goes, and unfortunately we do not keep every penny that's collected for property tax.

So where do we go from here? What would the Board like to do at this juncture?

COMMISSIONER STEFANICS: Mr. Chair.

COMMISSIONER CHAVEZ: Yes.

COMMISSIONER STEFANICS: I would request, not move yet, I would request that staff – I think this came out of Mr. Leigland's shop with Mr. O'Hare and others. I would request a rewrite of the ordinance to accommodate some of the concerns and my interest is in widening the contractor path just as we have protected the commercial and industrial contracts in place. I don't know if the other Commissioners are interested in that but that would be my interest or request.

COMMISSIONER CHAVEZ: So this, the public hearing portion is closed then. This is an action item. Do I hear a motion to approve? A motion to postpone? A motion to table? What is the pleasure of the Board?

COMMISSIONER ROYBAL: I'd like to make a motion to table.

COMMISSIONER CHAVEZ: A tabling motion requires a date specific. Is that accurate, Mr. Shaffer?

MR. SHAFFER: Mr. Chair, if you're going to table it with the prospect of taking action on this ordinance at some point in the future then I would say yes. If you're going to table indefinitely, meaning that this version of the ordinance is dead and you want staff to come back with a new redraft of the ordinance, which will start the publishing title and general summary all over again, then I would say no. So I think it depends on what the maker of the motion desires. So, again, if it's to table indefinitely, which for all intents and purposes would kill this version of the ordinance, then I would make the motion to table indefinitely and staff would come back at a future date with a different version of the ordinance and ask the Board to start the process all over again.

If it were to table or postpone consideration of this ordinance to a future date then I would suggest that that be with a date certain. I hope that answers the question, Mr. Chair.

COMMISSIONER CHAVEZ: It does for me, thank you, Gregory. So Commissioner Roybal, what would your preference be? To postpone it indefinitely or postpone with a date specific?

COMMISSIONER ROYBAL: I'd like to temporarily table to redraft.

COMMISSIONER CHAVEZ: Temporarily, but I think you need to give us a date specific.

MR. SHAFFER: I think then if I could, Mr. Chair and Commissioner Roybal, it would be a motion to table indefinitely with a direction to staff to attempt to redraft the ordinance to accommodate some of the concerns that have been expressed in the public hearing tonight.

COMMISSIONER ROYBAL: Yes.

COMMISSIONER CHAVEZ: Okay. There's a motion to table indefinitely with direction to staff to redraft.

COMMISSIONER STEFANICS: I'll second.

COMMISSIONER CHAVEZ: There's a second. Any further discussion? Seeing none.

The motion tied 2-2 voice vote with Commissioners Roybal and Stefanics voting to table indefinitely and Commissioners Chavez and Holian voting against.

COMMISSIONER CHAVEZ: So I'm going to make a motion then to postpone the vote until the November 10th meeting.

COMMISSIONER HOLIAN: I'll second that.

COMMISSIONER CHAVEZ: So there's a motion and there's a second.

The motion passed by majority 3-1 voice vote with Commissioner Stefanics casting the nay vote.

MR. SHAFFER: Mr. Chair, if I could, as I understand we've made a motion to postpone consideration of the ordinance until November, I believe. There's only one meeting in November 10, 2015?

COMMISSIONER CHAVEZ: Yes.

MR. SHAFFER: And would that be with the expectation that the public hearing will continue at that time?

COMMISSIONER CHAVEZ: I think that that would be okay, if the public hearing continued and that would actually allow staff to communicate more with the public and do more outreach in the interim. So I would be open to continuing the public comment portion as long as maybe those that spoke tonight would allow others that have not had a chance to speak at the next meeting, maybe they could go first. It's going to be hard not to repeat what's already been said but we'll deal with that at the next meeting. [Inaudible comment from the audience] We're dealing with the ordinance that's been published with what I would imagine some amendments could be considered

between now and then. It will be. I'm sure we could communicate that to the people that have already spoken. Yes, sir. Craig, do you want to address that? Because I think a lot of this is going to fall on staff.

MR. O'HARE: Mr. Chair, Commissioners, the significance of the November 10th date is that we anticipate by then we will have more specifics to share with you about what this initiative looks like with respect to specific rates, levels of service and things like that. Because as I shared with you earlier, we expect to get the proposals back. We would proceed with the RFP process, recognizing that nothing is a done deal until contracts come back before you in January for your consideration. So we would get the proposals back at the end of September, have some time in October to screen them, evaluate them, possibly have interviews with haulers to get a better feel for it, and hopefully there's a way we can characterize what the proposals say and still be consistent with our procurement standards and procurement requirements, such that you have a lot more to sink your teeth into, if you will, as far as what is being offered by going this route once we've received the proposals back. So that's the significance of November 10th and why September or even early October would be too soon to have some more specific information about what do these look like, and that would be specific to each district.

COMMISSIONER CHAVEZ: Okay. Thank you. So then that concludes this item of business. We're going to take a short break and then we still have to continue with executive session. Thank you all for being here.

[The Commission recessed for 10 minutes.]

VI. MATTERS FROM COUNTY ATTORNEY

A. Executive Session

- 1. Threatened or Pending Litigation in which Santa Fe County is or may Become a Participant, as Allowed by Section 10-15-1(H)(7) NMSA 1978**
 - a. Arbitration and Lawsuits Involving the City of Santa Fe**
 - b. Litigation Concerning County Roads**
 - c. In the Matter of the Application of Public Service Company of New Mexico for Approval to Abandon San Juan Generating Station Units 2 and 3, Issuance of Certificates of Public Convenience and Necessity for Replacement Power Resources, Issuance of Accounting Orders and Determination of Related Ratemaking Principles and Treatment, Public Service Company of New Mexico, Applicant, Public Regulation Commission Case No. 13-00390-UT**
 - d. Potential Litigation Related to the Indigent Hospital and County Health Care Act**
- 2. Discussion of the Purchase, Acquisition of Disposal or Real Property or Water Rights, as allowed by Section 10-15-1(H)(8) NMSA 1978, and Discussion of Competitive Sealed Proposals Solicited Pursuant to the Procurement Code, as Allowed by**

Section 10-15-1(H)(6) NMSA 1978
a. Acquisition of Open Space
b. Acquisition of Rights-of-Way for County Roads
c. Proposal Submitted in Response to RFP # 2015-0031-PW, La Bajada Ranch Development

COMMISSIONER CHAVEZ: So we need to make a motion to go into executive session. There's three of us here.

COMMISSIONER HOLIAN: Mr. Chair, I move that we go into executive session where we will discuss threatened or pending litigation in which Santa Fe County is or may become a participant as allowed by Section 10-15-1(H)(7) NMSA 1978. We will specifically discuss arbitration and lawsuits involving the City of Santa Fe, litigation concerning County roads, and in the matter of the application of Public Service Company of New Mexico for approval to abandon San Juan generating station, units 2 and 3, issuance of certificates of public convenience and necessity for replacement power resources, issuance of accounting orders and determination of related ratemaking principles and treatment, Public Service Company of New Mexico, applicant, PRC Case #13-00390-UT. We will also discuss potential litigation related to the Indigent, Hospital and County Healthcare Act.

We will also discuss the purchase, acquisition or disposal of real property or water rights, as allowed by Section 10-15-1(H)(8) NMSA 1978, and discussion of competitive sealed proposals solicited pursuant to the Procurement Code, as allowed by Section 10-15-1(H)(6) NMSA 1978, specifically, acquisition of open space, b. acquisition of rights-of-way for county roads, c. proposal submitted in response to RFP # 2015-0031-PW, La Bajada Ranch development.

We will finally discuss possible actions with respect to threatened or pending arbitration or litigation against the City of Santa Fe. This will be afterwards we will have possible action.

COMMISSIONER CHAVEZ: Thank you, Commissioner Holian, for making the motion and for reading that into the minutes.

COMMISSIONER ROYBAL: Second.

COMMISSIONER CHAVEZ: There's a motion and a second to go into executive session for the items listed. There's a motion. There's a second.

The motion to go into executive session pursuant to NMSA Section 10-15-1-H (7 and 8) to discuss the matters delineated above passed by unanimous roll call vote as follows:

Commissioner Anaya	Not Present
Commissioner Chavez	Aye
Commissioner Holian	Aye
Commissioner Roybal	Aye
Commissioner Stefanics	Aye

[The Commission met in executive session from 7:50 to 9:40.]

VI. B. Possible Action(s) with Respect to Threatened or Pending Arbitration or Litigation Against the City of Santa Fe

COMMISSIONER HOLIAN: Mr. Chair.

COMMISSIONER CHAVEZ: Yes, Commissioner Holian.

COMMISSIONER HOLIAN: I move that we come out of executive session where we discussed threatened or pending litigation as well as the discussion of the purchase, acquisition or disposal of real property or water rights and no action was taken in executive session, nor are we taking any action now. In executive session were Commissioner Stefanics, Commissioner Roybal, Commissioner Chavez, myself, the County Attorney, the Deputy County Attorney Rachel Brown, County Manager, Deputy County Manager and Mark Hogan.

COMMISSIONER ROYBAL: I'll second.

COMMISSIONER CHAVEZ: So we have a motion and a second to come out of executive session.

The motion passed by unanimous [4-0] voice vote.

VIII. 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 Month Ending 5/31/2015**

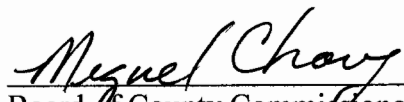
[Information on these items was available in the meeting packet.]

IX. CONCLUDING BUSINESS

- A. Announcements**
- B. Adjournment**

Having completed the agenda and with no further business to come before this body, Vice Chair Chavez declared this meeting adjourned at 9:40 p.m.

Approved by:



Board of County Commissioners
Miguel Chavez, Vice Chair

ATTEST TO:


GERALDINE SALAZAR
SANTA FE COUNTY CLERK

7-28-2015

Respectfully submitted:



Karen Farrell, Wordswork
453 Cerrillos Road
Santa Fe, NM 87501



COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

BCC MINUTES
PAGES: 204

I Hereby Certify That This Instrument Was Filed for
Record On The 31ST Day Of July, 2015 at 09:22:03 AM
And Was Duly Recorded as Instrument # 1770965
Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office
Geraldine Salazar
Deputy  County Clerk, Santa Fe, NM

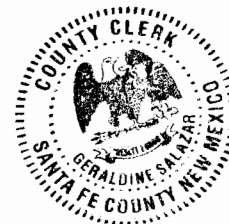


EXHIBIT
1

PERSON COMPLETING
THE FORM: Rufino Ray Romero TELEPHONE NO.: 505-986-2466

NOTE: Possible Reasons for Surplus:	Obsolete; excessive cost to repair; and, working but not currently used by the department
Condition of the Asset:	Damaged; destroyed; working (note the condition-good, fair, or poor)

We hereby certify that the assets noted above have been examined and the information is accurate to the best of our knowledge.

County Manager Katherine T. Khan Date: 6-25-15

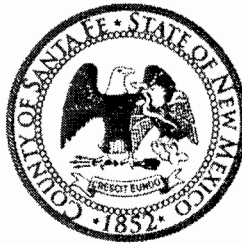
III.



Henry P. Roybal
Commissioner, District 1

Miguel M. Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

Date: June 30, 2015
To: Board of County Commissioners
From: Bill Taylor, Procurement Manager
Subject: Changes to BCC Packet Material Regarding Item III.D.3; Banking Services

RE: BCC Meeting June 30, 2015

Within today's Board packets there are three (3) Agreements that were provided for consideration between Santa Fe County and the First National Bank of Santa Fe for Banking Services for the County. During the negotiations, there were minor changes to these Agreements that are necessary to meet the County's needs. Based upon these changes it was determined that an additional "Side Letter Agreement" was necessary to further clarify roles and responsibilities and I have provide that for you. I want to highlight the changes in the materials as follows:

1. The County's Professional Services Agreement – No Changes to the Agreement provided in the packet.
2. The Cash Management Services Master Agreement – Changes;
 - Page 2, Section 2.2, Changes to or Unavailability of Services. Added "*except for regularly scheduled site maintenance; of which we shall provide you with reasonably prompt prior notice*"
 - Page 3 Section 2.6, Eligibility/Financial Requirements, 3rd paragraph, Added "*and shall provide prompt prior notice to you in advance of any such changes to such limits*"; and removed, "*without prior notice to you*".
 - Page 5, Section 4.1, Admin User., Removed the language, "*If your Admin User designates an Account that requires more than one signature for the withdrawal or transfer of funds, you agree that we may act upon any Communication without regard to such restrictions.*" **NOTE:** The addition of the forth "Side Letter Agreement" was prepared and is now provided to you for approval to address the Admin User.
 - Page 7, Section 5.5, Third Parties., Added the language, "*upon not less than forty five (45) days prior notice to you.*" And removed, "*In such situations, we will have no liability for the unavailability of access.*"

102 Grant Avenue · P.O. Box 276 · Santa Fe, New Mexico 87504-0276 · 505-986-6200 · FAX:
505-995-2740 www.santafecountynm.gov

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. E.D. III

3. NEW: The Side Letter Agreement – This Agreement is an added agreement to the Cash Management Master Services Agreement is presented to the Board for approval. This agreement addresses the Admin User and designates Bank personnel to act as “Senior Administrators for the County on its behalf with respect to the Services.
4. Global Addendum to Cash Management Services Agreement – No Changes to the Addendum that were originally provide in your packet material.



CASH MANAGEMENT SERVICES MASTER AGREEMENT

This CASH MANAGEMENT SERVICES MASTER AGREEMENT ("Agreement") is entered into by and between First National Bank of Santa Fe, N.A. and Santa Fe County, New Mexico ("Customer"), and forms part of the deposit account agreement for the Account(s) of Customer (collectively, the "Deposit Account Agreements"). Pursuant to the terms and conditions of this Agreement, Customer has engaged Bank to perform the Services selected by Customer on the applicable Enrollment Form, signed by one or more Authorized Representatives of Customer. This Agreement controls the general terms and conditions for the use of the Cash Management Services provided by Bank and is supplemented by Service Addenda which govern the use, rights and responsibilities of each of those respective Services. This Agreement and each Service Addendum may include Enrollment Forms, exhibits, appendices, schedules or similar materials, and all other Documentation provided by Bank in connection with use of the Services. Unless otherwise agreed, this Agreement, including the Service Addenda and Documentation, will be deemed accepted by Customer upon acceptance of provision by Bank of a Service to Customer. The terms and conditions of the Agreement will apply to the Services and the Accounts that access the Services, in addition to the Deposit Account Agreements. Unless otherwise provided, to the extent any provision of this Agreement conflicts with a Service Addendum, that provision of the Service Addendum will control. To the extent any term or provision of this Agreement conflicts directly with any term or provision of Customer's Deposit Account Agreements or the Documentation, the provision of this Agreement (including any Service Addendum and Enrollment Form) will control. All transfers to and from an Account will be subject to the terms and conditions applicable to such Account as set forth in the Deposit Account Agreement, including but not limited to transfer limitations, as may be amended by this Agreement.

In this Agreement, "First National Bank of Santa Fe", "Bank", "we", "us" and "our" refer to First National Bank of Santa Fe, N.A. The words "Customer", "you" and "your" refer to you, the Customer.

1. **Definitions.** Except as otherwise provided herein, the capitalized terms set forth below shall have the following meanings when used in this Agreement.

"Account" refers to your First National Bank of Santa Fe deposit account or loan.

"Account Analysis" refers to a form of Account provided by Bank on which a certain percentage of average balances held in the Account will receive a funding credit to offset other fees or charges assessed to the Customer (the "Earnings Credit Rate").

"ACH" refers to the Automated Clearing House which is any organization that processes electronic payments under NACHA Rules.

"Admin User" is the employee or other person whom is authorized to provide us with Communications regarding the Services, Accounts, and Users; whom you will designate on an Enrollment Form signed by an Authorized Representative.

"Authorized Representative" refers to each of the officers of Customer and any authorized signer on the Accounts, acting individually or together, and who are authorized by Customer to give us Communications with respect thereto, including determining the Services available to you, designating company Admin Users, and executing or electronically transmitting the Enrollment Form.

"Business Day" refers to any day that Bank is open for business, during Bank's normal business hours on such day.

"Communication" refers to any instructions and actions from you (or attributable to you under this Agreement or otherwise) received by us through the Services.

"Credentials" refers to all security access requirements provided to the Customer for access to Services.

"Deadline" refers to the time at which any transaction must be completed and delivered to the Bank if it is to be processed on the same Business Day as it is received.

"Designated Address" refers to the address to which all correspondence will be provided.

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“Documentation” means all user manuals, processing descriptions, procedures, forms, online help screens, instructions and other documentation provided to you relating to the Services which Bank may provide to you from time to time in connection with the Services.

“Enrollment Form” means one or more written or electronic forms you sign or electronically transmit that identifies the Services you have selected, the Accounts for which you request us to perform the Services, your Users and Admin User(s) and such other information concerning the Services as we may determine. Enrollment Form includes any amendment or update to an existing Enrollment Form.

“Hardware” means equipment such as personal computers, vendor approved image scanners, printers or other specific equipment referred to in this Agreement or other Service Addenda that may be required by Bank for the Customer’s use of the Services.

“Login ID” refers to a level of security required to access Services provided to each individual using the Services.

“Multi-Factor Authentication” refers to security access that requires more than one type of access method.

“NACHA” refers to the National Automated Clearing House Association, which is a national organization that governs electronic payments processed in the United States.

“Password” refers to a code that may be selected or changed online by an Admin User or User that, in conjunction with the Login ID, provides a level of security required to access Services.

“Security Procedure” refers to any requirement or instructions provided by the Bank addressing access or security of information required by the Services and used by Bank to authenticate Customer Communications.

“Service or Services” individually or collectively, refers to any or all Cash Management or related services that you elect to receive on your Enrollment Form.

“Signature Card” refers to the Business Signature Card as completed at account opening.

“Software” means any software required by Bank in order for the Customer to use Services.

“User” is any individual designated by the Customer to access the Services.

2. Utilization of Services.

2.1. Prerequisites for Services. Prior to requesting a Service, the Customer must open one or more Accounts with Bank. Bank will provide to Customer the Services selected from the Enrollment Form and signed by an Authorized Representative. All requested Services are subject to the Bank’s prior approval. Availability of certain Services or features within a Service can be denied by us at any time for any reason. Commencement and access provided for those services will be contingent upon receipt of all required Agreements, Enrollment Forms and other Documentation or required information as specified by the Bank.

2.2. Changes to or Unavailability of Services. We may add, delete, or change the features or terms of any Service, or add, delete or change the features or functions of any Service, at any time in our sole and absolute discretion. We will notify you of the change in advance if the change adversely affects your usage of the Service. Otherwise, we will notify you of the change as soon as practicable after it is implemented. Such notice may be given electronically on the website or by email to the address provided on the Enrollment Form. We may cause any Service, or all Services, to be temporarily unavailable, without prior notice, for site maintenance (except for regularly scheduled site maintenance; of which we shall provide you with reasonably prompt prior notice), security, or other reasons, and you should be aware that factors beyond our control, such as telecommunications failure, equipment failure, or other events described in this Agreement, may also cause the Services to be unavailable. If a Service is unavailable, you may contact our Customer Support Department as designated on the Bank’s website to determine if the Service can be provided in some other manner on a temporary basis.

2.3. Hardware and Software. Unless otherwise expressly provided in the Agreement or Service Addenda, you must provide and maintain, at your own expense, any and all equipment, Hardware or Software required to use the Services including but not limited to, telephones, terminals, modems, firewalls, virus protection, and computers. You will maintain current versions of the required Software and will immediately notify the Bank of any technology issues, access concerns, security breaches, or changes in User access. Customer agrees to use equipment that is compatible with Bank’s programs, systems, and equipment, which Bank may change from time to time. Bank assumes no responsibility for defects or incompatibility of any Hardware or Software that Customer uses in

connection with the Services, even if Bank has previously approved their use. Customer agrees to notify Bank promptly if any Bank-provided Software or equipment becomes defective. Bank's sole responsibility (if any) in such instances will be to use commercially reasonable efforts to repair or replace defective software or equipment provided by Bank.

Customer agrees to comply with the terms of any software license(s) provided to Customer in connection with the Services. Customer may not transfer, distribute, copy, reverse engineer, modify or alter such software. Unless otherwise agreed by Bank in writing, the computer programs, Documentation, Security Procedures, equipment, Software and System provided to Customer in connection with the Services are Bank's property and must be returned to Bank upon request. You accept full responsibility for the security and confidentiality of all matters related to the Hardware and Software. We are not responsible for the installation and setup of any Hardware or Software unless provided otherwise in the Documentation.

- 2.4. Misuse of the Services. You must not use, and you must not allow any Admin User or User to use, the Services for illegal purposes or for the transmission of material that is unlawful, harassing, libelous, invasive of another's privacy, abusive, threatening, obscene, or that infringes the rights of others.
- 2.5. Delayed Processing. In addition to any allowances provided to Bank in any other agreement Bank has with Customer, Customer agrees that Bank may delay posting of an inbound credit to Customer's Account(s), or delay the processing of an outbound transaction, when the delay is due to a suspicion that the transaction may be in violation of applicable law, or is otherwise under review by Bank.
- 2.6. Eligibility/Financial Requirements. You may be asked to designate certain Accounts for specific purposes in connection with the Services. If you fail to designate Account(s) we are under no obligation to provide Services to those accounts, regardless of their affiliation with you or your Authorized Representatives.

You must designate your Accounts as Account Analysis accounts and are subject to the Account Analysis fees which are available upon request.

Customer agrees to maintain sufficient available funds in Customer's Account to cover all transactions requested through the Service and applicable fees, or such other amounts as Bank may specify from time to time. Customer agrees that Customer's funds may be held by Bank for a period of time during the term of a Service Addendum and following termination of the Services, to protect Bank against any possible losses relating to the use by Customer of the Services. If Bank does hold funds, Bank may treat the held funds as not available for other purposes, and reject other transactions (for example, checks or other transfer instructions) in any order that Bank chooses. Bank may, in its sole and absolute discretion, allow overdrafts/over-limits or negative balances, but Bank may also disallow such overdrafts/over-limits or negative balances at any time without prior notice to Customer. Bank may prevent or reverse any payments or other service in any order that Bank chooses as a means of preventing or recovering any overdrafts or other exposures. If Customer does not have sufficient or available funds or credit in Customer's Account for which a particular transaction was requested, Bank may charge any Account of Customer's with Bank to cover the cost of the transaction as well as any corresponding fees. Alternatively, and at Bank's sole and absolute discretion, Bank may overdraw Customer's Accounts and Customer may be charged an overdraft or other fee (such as fees for returned checks or other electronic items), which shall be immediately paid by Customer. Customer's obligation to pay Bank remains immediately due and payable whether or not the rejected, returned or adjusted entry was processed in accordance with any requirement of any applicable laws or rules applicable to any party other than Bank; and notwithstanding any other claims related to such entries. Nothing in the Agreement shall be construed as Bank's commitment or obligation to lend money to Customer.

We may periodically establish transaction limitations for certain Services. If at any time there is an adverse change of a material nature in your financial circumstances, you will immediately provide written notice to us. We may require that you provide further financial information acceptable to us and/or we may establish lower transaction limitations for you. You may be subject to a formal credit underwriting process completed by the Bank prior to the Bank providing certain Service(s) to you. We may, in our sole and absolute discretion, change limits we have established for you at any time; and shall provide prompt prior notice to you in advance of any such changes to such limits. You further authorize us to obtain your credit history or financial situation from third parties as a condition to providing Services to you.

Customer grants Bank a security interest in Customer's Accounts to secure the repayment of any obligation that Customer incurs under the Agreement. The security interest provided under the Agreement is in addition to any other security interest Bank may have in Customer's Accounts or other assets.

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Customer agrees to, if requested to do so by Bank at any time, establish one or more reserve Accounts to be maintained with Bank in type (including time deposits) and amount satisfactory to Bank, to serve as collateral for and to secure Customer's obligations to Bank under the Agreement. Bank may restrict or prohibit Customer's access to any reserve Account(s) and the funds on deposit in them, and may hold such Accounts following termination of the Agreement for a period of time sufficient to protect Bank against loss (including loss due to returned items or ACH entries). Bank may increase or decrease the required reserve Account amount from time to time, upon notice to Customer. Customer agrees to provide immediately available funds to cover a reserve amount requested by Bank. In addition, Bank may transfer funds from another Account of Customer's, or use funds payable to Customer or owed by Bank to Customer under the Agreement or arising from a Service, and credit such funds to a reserve Account if a deficiency exists between the available funds in Customer's reserve Account(s) and the amounts specified by Bank as the required reserve amount.

2.7. **Audit and Inspection.** Bank reserves the right, with prior notice to Customer, to enter upon Customer's premises from time to time during regular business hours to verify that Customer's operations and procedures are in compliance with the terms of the Agreement.

2.7.1. In connection with any such audit, Customer agrees to furnish Bank with any documentation or information reasonably requested by Bank for the purpose of establishing Customer's compliance with the terms of the Agreement. If it is determined by Bank that additional procedures or controls need to be implemented by Customer, Customer agrees to implement such procedures or controls within a period of time to be agreed upon by the parties.

3. **Accessibility.** In connection with Bank's entry on the premises of Customer for the purpose of conducting an on-site audit or inspection, or in connection with providing support to Customer, Customer agrees not to hold Bank liable or responsible to Customer or any third party for any loss, bodily harm, property damage, claims of the introduction of a virus or other malicious code into Customer's system, including any which allegedly delay, alter, or corrupt the data of Customer, whether related to the transmission of check images or other data to Bank, or whether caused by equipment, software, internet service providers, internet browsers, or other parties providing communication services to Bank or to Customer.

3.1. **Reliance on Data.** Our provision of the Services requires us to receive, process, and report information. We are not responsible for determining the accuracy, timeliness, or completeness of any information that you or others provide to us. We will not have a duty to interpret the content of any data transmitted to us, except to the limited extent set forth in this Agreement. Unless otherwise agreed in writing, we will not be required (by means of any Security Procedure or otherwise) to detect errors in the transmission or content of any information we receive from you or from third parties. You acknowledge that it is not possible for the Services to be totally free from operator, programming, or equipment error, and that errors in processing and compiling data may occasionally occur (e.g., due to the failure of others to provide accurate information or telecommunication failures). You agree to review and verify all results and to maintain adequate controls for insuring both the accuracy of data transmissions and the detection of errors. Unless otherwise expressly required by applicable law, our sole responsibility for any reporting errors directly caused by us will be to reprocess the information for the period in question and to provide corrected reports to you at our own expense. You agree to maintain adequate backup files of the data you submit for a reasonable period of time in order to facilitate any necessary reconstruction of your transactions (e.g., due to a telecommunication failure). If we are unable to provide a Service for any reason, we will promptly inform you of the problem and take commercially reasonable measures to resume provision of such Service.

3.2. **Availability and Deadlines.** Our Services are available during the Bank's Business Days. Some Services are subject to Deadlines and these are detailed in each of the Service Addenda or Documentation. Transactions or other information received after the Deadline or on a day other than a Business Day will be deemed received as of the next Business Day. All Deadlines are in Mountain Standard Time.

3.3. **Delays; Refusals.** Bank may delay or refuse to process any requested Service, without cause or notice to Customer. Without limiting the generality of the foregoing, Bank may delay or refuse processing, for example, if: (i) processing would or may exceed the available funds in Customer's affected Account; (ii) the Communication is not authenticated to Bank's satisfaction or Bank believes it may not have been authorized by Customer; (iii) the Communication contains incorrect, inconsistent, ambiguous, or missing information; (iv) processing would or may involve funds which are subject to lien, security interest, claim, hold, dispute, or legal process prohibiting withdrawal; (v) processing would or may cause a violation of any laws or rules applicable to Customer or to Bank; or (vi) for any other reason under this Agreement. Customer agrees that Bank will have no liability to Customer or to any other person for any loss, damage, or other harm caused by or arising out of any such delay or refusal.

4. Security.

- 4.1. Admin User. You agree to comply with the Security Procedures required for the Service requested. If we provide you with User Documentation or Security Procedures, you agree to follow the instructions contained therein. We may provide you with one or more identification numbers, Login IDs and/or Passwords, or other Multi-Factor Authentication methods or processes to access the Services. You agree to designate an Admin User with the authority to determine who will be authorized to use the Services on your behalf. You assume sole responsibility and liability for the actions of your Admin User, the authority he or she gives others to act on your behalf, and the actions of the persons designated by the Admin User to use the Services. You or your Admin User will designate which Accounts will be used for Service payments and transfers.
- 4.2. Credentials/Passwords. Customer and Bank may agree to certain Credentials, which may include procedures, codes, encryptions, passwords and other security devices, systems, and Software designed to verify the authenticity (but not errors in transmission or content, including discrepancies between account names and numbers) of information, instructions, orders and other Communications. If Bank takes any action not provided for in the Security Procedures in connection with any Communication, such additional action shall not be deemed to become a part of the Security Procedures.
- 4.2.1. For any Services requiring security Credentials, each Admin User and User will be given a Login ID and initial Password (which must be changed at initial access of the Service). Each Admin User and/or User will determine what Password will be used and acknowledge that the Password is not to be communicated to the Bank at any time. Thereafter, the Admin User and/or User may change the Password at any time for enhanced security, and shall be required to change it regularly. Bank recommends that you create a password that utilizes various alphabetical and numerical characters. Your password should not be associated with any commonly known personal identification, such as social security numbers, addresses, dates of birth, or names of children and should not be written down. All Credentials are highly confidential, and you must safeguard them at all times. To the fullest extent permitted by applicable law, you must not disclose, and you must institute procedures to prevent your Users and Admin Users from disclosing, any Credential to any person (including but not limited to any other User or employee of yours), firm, corporation, or governmental entity. You must notify us promptly by telephone, confirmed in writing, if any Credential has been compromised.
- 4.3. Account Number Reliance. Bank may act on a Communication by reference to the account number only, even if the name on the account is also provided.
- 4.4. Email Messages. You should be aware that many forms of e-mail are not encrypted and may not be secure. If you wish to transmit electronic messages to us containing any Credential, or any other information you wish to keep confidential, you must use a secure method of transmission.
- 4.5. Security Procedures. Before using a Service and before sending a Communication to Bank, Customer will review the Security Procedures and determine whether they are able to provide a commercially reasonable method for verifying whether a Communication is from the Customer. Customer agrees not to use a Service if Customer is unable to determine that the Security Procedures can provide a commercially reasonable method for verifying that a Communication is Customer's. As part of the review, Customer will consider the size, type, and frequency of Communications Customer will make or anticipates making, along with such other factors as Customer may deem relevant or appropriate.
- 4.5.1. You agree to (i) comply with our instructions and any User Documentation that we provide to you; (ii) take reasonable steps to safeguard the confidentiality and security of the Password, the Equipment, and any of the Bank's property or information provided to you in connection with the Service; (iii) limit access to your Security Procedure, Password, and Equipment to persons who have a need for such access; (iv) initiate control practices to regularly monitor employee access to the Service; (v) notify us immediately if you have any reason to believe the security or confidentiality required by this provision has been or may be compromised; and (vi) immediately change the Password if you know or suspect that the confidentiality of the Password has been compromised in any way. In connection with Customer's safeguarding obligations, Customer will implement and maintain physical, technical, and administrative controls and procedures sufficient to prevent unauthorized access to or use of any Service, Documentation, Credentials, or Security Procedures. Customer assumes all risks associated with disclosure of any part of the Credentials or Security Procedures, including to its employees. Customer agrees to limit disclosures of Credentials to those employees or agents it will authorize to access the Services on Customer's behalf, or who have a specific need to know such Credentials.
- 4.5.2. You acknowledge that the purpose of a Security Procedure is for verification of authenticity and not for the detection of errors (e.g., duplicate instructions or errors in information you provide to us). We are not obligated

to detect errors made by you, even if certain actions are taken from time to time to do so. Each time you perform a transaction or funds transfer using our Security Procedure, you warrant that the Security Procedure is commercially reasonable. If a Service allows you to set transaction limitations and establish internal controls, and you fail to set such limitations or implement adequate controls, you acknowledge that such failure increases your exposure to, and possible liability for, unauthorized transactions. We reserve the right to change any or all of the Security Procedures, codes, or other devices and processes at any time by giving oral, electronic, or written notice to you.

4.5.2.1. *Commercially Reasonable Procedures.* If the size, type or frequency of Communications made by Customer changes such that the Security Procedure in use by Customer no longer provides a commercially reasonable method of providing security against unauthorized Communications, Customer shall immediately notify Bank.

4.5.2.2. *Supplemental Credentials.* Bank may offer to Customer or require Customer to use additional authentication tools or methods from time to time. If Customer chooses not to implement supplemental authentication tools, Customer's access to some or all of the Services may be limited. Customer's continued use of any modified Security Procedures establishes conclusively that any such modified Security Procedures provide for the Customer a commercially reasonable method of providing security against unauthorized Communications.

4.5.2.3. *Customer Responsible for Verified Communications, Even if Unauthorized.* If Bank acts on a Communication in compliance with the Security Procedures, then any such Communication will be deemed as Customer's Communication, whether or not authorized by Customer.

4.5.2.4. *Customer Also Responsible for Communications Authorized by Customer, Sent by Authorized Representative, or Customer Otherwise Legally Bound.* Any Communication received by Bank that is (i) authorized by Customer, (ii) delivered to Bank directly or indirectly by any Authorized Representative, or (iii) otherwise transmitted under the apparent authority or similar designation of Customer will be deemed to be from the Customer regardless of whether the Communication was erroneous in any respect or not actually authorized by Customer.

4.5.3. Bank is not obliged to act on a Communication that is not transmitted in accordance with the Security Procedures. Bank may act on an incomplete Communication in its sole and absolute discretion. Bank has no duty to discover, and shall not be liable for, errors or omissions made by the Customer in any Communication, or the duplication of any Communication by the Customer.

4.5.4. Customer agrees to be responsible for all monitoring and downloading of software patches, maintenance of appropriate firewall settings, and ensuring that the Customer's computers continually use current malware and/or virus detection/elimination software.

5. Services.

5.1. Services. Available Services may be introduced or cancelled at any time. We will inform you of changes to available Services periodically using written or electronic notices, as deemed appropriate by the Bank. You agree to be bound by the terms and conditions of such Services if you continue to use such Services.

5.2. Proprietary Rights. You acknowledge that all computer programs, systems, and software used in providing Services and all information relating to them, including Documentation, is our property and that you shall not disclose information about this property without our prior written consent. You may not decompile, reverse engineer, disassemble, modify, or create derivative works of any computer program provided pursuant to this Agreement. You shall not acquire any rights in the property as a result of your use of the Services. This provision will survive the termination of the Services.

5.3. Notices. Any notice from you to us under this Agreement must be in writing, addressed to the Bank's Customer Service Department as designated on the Bank's website or such other address as Bank may specify in writing. Notices to Customer may be mailed or sent to Customer electronically at the statement, email, or mailing address shown for Customer in Bank's deposit or Service records. In addition, notices to Customer may be posted on Bank's website. Any notice or communication from you to Bank will be effective when Bank has actually received it, and has had a reasonable time to act on it. Any notice or communication to Customer will be effective when sent or made available by Bank, or as otherwise stated in the notice or communication. Customer further acknowledges and agrees that certain notices and communications may be provided to Customer by telephone, facsimile, or electronic transmission at the telephone number, facsimile number, or other location or number as shown on Bank's records. Bank may rely on all notices, instructions, and other communications sent to Bank via facsimile or electronic transmission as though they are originals. You agree that any notice or other type of Communication provided to you

pursuant to the terms of this Agreement and any future disclosures required by law, including electronic fund transfer disclosures, may be made electronically by posting the notice on the Bank website or by email. You agree to notify Bank immediately of any change in your email address.

- 5.4. **Fees.** Customer agrees to pay Bank the fees prescribed in Bank's current fee schedule for each of the Services, as amended from time to time, a copy of which is available upon request. Bank may amend the Service pricing from time to time. Account Analysis fees as well as fees for the Services will be detailed on your Account Analysis statement and provided upon request. An Earnings Credit Rate will be applied to any fees charged for the billing period. Unless other arrangements are made for payment of shortfalls, Bank will automatically debit any Account maintained by Customer with Bank in the amount thereof. Even in the event that the amount owing bears a rate of interest, Customer remains obligated to immediately repay the amount in full to Bank. Bank may amend the Service pricing from time to time. Special or additional Services performed at Customer's request will be subject to additional terms and fees. In addition to the Service fees, Customer agrees to pay all taxes, tariffs, and assessments levied or imposed by any government agency in connection with the Services, the Agreement, and/or the Software or equipment made available to Customer (excluding any income tax payable by Bank). Customer is also responsible for paying the costs of any communication lines and any data processing charges payable to third parties in connection with provision of the Services. If Customer is required by the laws of any relevant jurisdiction to make any deduction or withholding from any fees, interest, or other amounts, on account of tax or other charges, the Customer shall withhold the same and pay it to the relevant authority, and shall pay Bank such additional amount as may be necessary to ensure Bank receives an amount equal to the amount it would have received had no such deduction or withholding been made.
- 5.5. **Third Parties.** Customer acknowledges and agrees that Bank may arrange to provide Software, if required, and/or may arrange for the Service covered by the Agreement to be performed or provided by third parties, including its affiliates. Customer further agrees that any such party is a third party beneficiary of this Agreement and as such is entitled to rely on, and avail itself of, the provisions of the Agreement as if it was Bank, including the limitations on liability and the indemnities described in the Agreement. Bank's ability to provide certain Services may be dependent upon Bank's ability to obtain or provide access to third party networks. In the event that any third party is unavailable or that we determine, in our sole and absolute discretion, that we cannot continue providing any third party Service access, we may discontinue the related Service (upon not less than forty-five (45) days' prior notice to you) or may provide the Service through an alternate third party.
- 5.5.1. To the extent Customer authorizes a third party to access the Services on Customer's behalf, Customer will be solely responsible and liable for all actions or omissions of said third party relating to such third party's access to the Services on Customer's behalf. Customer expressly assumes the risks associated with providing Service access rights to its agents or third party vendors, including the risk of unauthorized or erroneous transactions. Bank will not be responsible, nor have any liability whatsoever for any services Customer receives from Customer's agents, or third party vendors. Bank reserves the right to require Customer to agree to additional terms and conditions as a condition precedent to Customer's use of any agent or third party vendor in connection with Customer's access to the Services. You agree that the Bank has no duty to monitor, detect or report any errors, omissions, or unlawful activities by your agents or third party vendors, and that you will not hold Bank liable in any manner for actions or omissions of your agents or third party vendors.
- 5.6. **Disclosure of Account Information and Transfers.** Bank may disclose information about Customer's Accounts, or the transactions made by Customer when: (i) the disclosure is necessary to complete a transfer or Service; (ii) the disclosure is requested in order to verify the existence and condition of Customer's Account or account for a third party, such as a credit bureau or merchant; (iii) the disclosure is required to comply with government agency or court orders or is otherwise authorized, required, or permitted by law; or (iv) Customer gives Bank Customer's permission. Without limiting the foregoing, Customer authorizes the transfer of any information relating to Customer to and among the branches, subsidiaries, representative offices, affiliates, contractors, vendors and agents of Bank and to any third parties selected by any of them, wherever situated, for confidential use in connection with the provision of products or Services to the Customer (including for data processing purposes), and further acknowledges that any such branch, subsidiary, representative office, affiliate, contractor, vendor or agent or shall be entitled to transfer any such information as required or permitted by any law, court, regulator or legal process.
- 5.7. **Recall, Amendments, and Cancellations.** If the Customer informs Bank that it wishes to recall, cancel, or amend a Communication after it has been received by Bank, Bank may, but will not be required to, use commercially reasonable efforts to assist the Customer to do so, but shall not be liable for any loss, cost, or expense suffered by the Customer if Bank does not, or is unable to, amend, cancel, or recall that Communication. The Customer hereby agrees to indemnify Bank against any loss, liability, claim, or expense (including legal fees) that it may incur in connection with assisting the Customer in recalling, canceling, or amending a Communication.
- 5.8. **Reconciliation.** Customer will inspect all information made available by Bank in connection with the Services. Customer agrees to promptly, by telephone and in writing, notify Bank of any errors in such information or any

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discrepancies between its records and the information, statements, or confirmations of transactions provided by Bank or otherwise made available to Customer. If Customer fails to notify Bank of any such error or discrepancy within thirty (30) days of the date on which such information is received by or otherwise made available to Customer, then Customer agrees that Bank will not be liable for any losses resulting from Customer's failure to give such notice or any resulting loss of interest relating to any funds transfers. If Customer fails to notify Bank of any such error or discrepancy within one year of the date on which such information is received by or otherwise made available to Customer, then Customer agrees that it shall not assert liability for such error or discrepancy against the Bank. Notwithstanding the foregoing, Bank reserves the right to, in its sole and absolute discretion, adjust transaction records as necessary after the expiration of said one year period.

- 5.9. Customer's Records. The Agreement and the Services are not intended to relieve Customer of any obligation imposed by law or contract regarding the maintenance of records or from employing adequate audit, accounting, and review practices. Except as otherwise stated in the Agreement, Customer agrees to retain and provide to Bank, upon request, all information necessary to remake or reconstruct any deposit, transmission, file, or entry until one year following receipt by Bank of the deposit, file, entry, transmission, or other order affecting an account.

6. Miscellaneous.

- 6.1. Compliance with the Law. You shall comply with all laws, rules, and regulations applicable to you, to the operation of your business, and to the Services. You shall have the responsibility to fulfill any compliance requirement or obligation that we and/or you may have with respect to the Service under all applicable U.S. federal and state laws, regulations, rulings, and other requirements relating to anti-money laundering, including but not limited to, the Office of Foreign Assets Control (OFAC) sanctions and implementing regulations, the Currency and Foreign Transactions Reporting Act of 1970, as amended from time to time, and its implementing regulations, otherwise known as the Bank Secrecy Act ("Bank Secrecy Act"), the USA PATRIOT Act and any regulations of the U.S. Treasury Department to implement such regulations, as amended from time to time, The Expedited Funds Availability Act of 1987, as amended from time to time, and as implemented by 12 C.F.R. 229, otherwise known as Regulation CC ("Regulation CC"), the Uniform Commercial Code as applied in the state of New Mexico ("UCC"), and any rules established by an image exchange network through which image exchange items are processed pursuant to this Agreement. You will also comply with NACHA Rules and any other rules as established by other ACH organizations. You agree that you shall not (and you shall have appropriate procedures and monitoring in place to assure that your employees and agents do not) use our Services for any purpose that is unlawful, abusive, harassing, libelous, defamatory, obscene, or threatening.
- 6.2. Assignment; Delegation; Successors and Assigns. Customer may not assign or delegate this Agreement without Bank's prior written consent. Bank may assign this Agreement, including Bank's rights, interests and obligations under this Agreement, in whole or in part, or delegate any Bank's responsibilities under this Agreement to any other person or entity without notice to or consent from Customer. This Agreement is binding upon Customer, Bank, and their respective, officers, directors, representatives, agents, successors and assigns.
- 6.3. Force Majeure. Notwithstanding any other provisions of the Agreement, Bank shall not have any responsibility or liability for any failure, error, malfunction or any delay in carrying out any of its obligations under the Agreement if such failure, error, malfunction or delay results from events beyond its reasonable control. Such events include without limitation, unavailability of any communications system, sabotage, fire, flood, explosion, Acts of God, civil commotion, strikes, stoppages of labor or industrial action of any kind, riots, insurrection, war or acts of government, power or equipment failure (including that of any common carrier, transmission line or software), emergency conditions, adverse weather conditions or any other factor, medium, instrumentality, condition or cause.
- 6.4. Compliance Restrictions. Bank shall be excused delaying the transmission of, any transaction, if such transmittal would result in Bank's having exceeded any limitation upon its intra-day net funds position established pursuant to present or future guidelines of the Board of Governors of the Federal Reserve ("Federal Reserve") or in Bank's otherwise violating any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority. Bank shall not be liable for any failure to perform any of its obligations under the Agreement if such performance would result in it being in breach of any law, regulation, requirement, or provision of any government, government agency, banking or taxation authority in accordance with which it is required to act, as Bank shall determine, in its sole and absolute discretion.
- 6.5. Waiver. No party's failure or delay in exercising any right or remedy under the Agreement will operate as a waiver of such right or remedy, and no single or partial exercise of any right or remedy under the Agreement will preclude any additional or further exercise of such right or remedy or the exercise of any other right. No waiver by either party of any breach of the Agreement will operate as a waiver of any prior, current, or subsequent breach. No waiver, breach, right or remedy will be effective unless made in writing.

- 6.6. Headings. The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions thereunder.
- 6.7. Severability. If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect.
- 6.8. Representations and Warranties. Customer represents and warrants to Bank that:
- (a) It is duly organized and validly existing, and is in good standing in every jurisdiction where required;
 - (b) It has the authority to execute and deliver the Agreement and Enrollment Form(s);
 - (c) The officers executing and delivering the Agreement and the Enrollment Form(s) for and on behalf of Customer, are duly authorized to do so;
 - (d) Any consent, authorization, instruction or Communication required in connection with the Agreement and each Service Addendum has been provided by any relevant third party; Bank may rely upon the authority of each Authorized Representative for all purposes until Bank has received written notice acceptable to it of any change from an Authorized Representative and Bank has had a reasonable time to act thereon (after which time it shall rely upon the changed version);
 - (e) Any act required by any relevant governmental or other authority in connection with the Agreement has been or will be done (and will be renewed if necessary);
 - (f) Its performance of the Agreement and use of the Services will not violate any applicable law, contract, regulation or other requirement; and
 - (g) Unless otherwise agreed to in writing by Bank, the Accounts established by Customer with Bank and the Services Customer establishes or uses in connection with the Accounts will only be used for lawful business purposes and not for personal, family, or household purposes.

Customer expressly acknowledges that the Agreement is a legal, valid, and binding obligation. Customer further acknowledges that Bank, in entering into the Agreement, is acting and relying upon the foregoing representations and warranties, and was induced to do so upon reliance on such representations and warranties. You will be deemed to have restated each of the foregoing representations and warranties as of each day on which a User uses a Service and upon the delivery of any new or amended Enrollment Form(s).

6.9. Limitation on Liability; Indemnification; and Disclaimer of Warranties.

- 6.9.1. Limitation of Liability. Bank's obligations shall be limited to those set forth in the Agreement. In no event shall Customer hold Bank liable for (i) any punitive, indirect, consequential or special damages or lost profits, even if Bank has been advised of the possibility of such damages; (ii) the acts or omissions of a contractor, vendor, processor, third party servicer or vendor used by Customer or Bank, or any loss, cost, damage or expense incurred by any person or entity in connection therewith; (iii) negligence on the part of Customer or breach of any agreement with Bank; (iv) any loss, cost, expense, or damage to Customer in connection with any Communication, Software, or any technical computer service, including Software installation or de-installation performed by Bank, or Customer's or Bank's use thereof; (v) any ambiguity, inaccuracy or omission in any instruction, Communication, or information provided to Bank; (vi) any liability or losses relating to the application of any government or funds-transfer system rule, guideline, policy, or regulation; (vii) the lack of available funds in Customer's Account for completing a transaction; (viii) Bank's inability to confirm to its satisfaction the authority of any person to act on Customer's behalf; (ix) Customer's failure to follow any applicable software manufacturer's recommendations or Bank's Service instructions; (x) any liability or losses arising from internet sites related to the Services or maintained or operated by Bank; (xi) the use or the inability to use such sites by any party; or (xii) in connection with any failure or performance, error, omission, interruption, defect, delaying in operation or transmission, computer virus or line or system failure, even if Bank, or its representatives are advised of the possibility of such damages, losses, or expenses. There may be other exceptions to Bank's liability, as stated in the Deposit Account Agreements. Bank will not be responsible for determining the compatibility of any installed Software with other system components or for any failure of any technical servicing or Software installation to provide access to the particular Service which such installation was intended to make available.

- 6.9.2. Customer agrees that Bank's total liability and Customer's sole and exclusive remedy for actual costs and losses resulting from Bank's actions and/or omissions, whether the claim is in contract or tort, will not exceed the compensation you have actually paid for the Service during the month in question. Any claim, action or proceeding by Customer to enforce the terms of the Agreement or to recover for any Service-related loss must be commenced within one year from the date that the event giving rise to the claim, action, or proceeding first occurs. Customer agrees to cooperate with Bank in any loss recovery efforts Bank undertakes in connection with the Services. Customer acknowledges that Service fees have been established in contemplation of: (i) these limitations on Bank's liability; (ii) Customer's agreement to review statements, confirmations, and notices promptly and to notify Bank immediately of any discrepancies or problems; and (iii) Customer's agreement to assist Bank in any loss recovery effort.

- 6.10. Indemnification. Customer agrees to indemnify and hold Bank, its affiliates, licensors, processors, third party contractors and vendors, and their respective directors, officers, shareholders, employees and agents, harmless from and against any and all claims, loss or damage of any nature whatsoever (including but not limited to attorneys' fees and court costs) arising directly or indirectly out of: (i) the wrongful acts or omissions of Customer, or any person acting on Customer's behalf in connection with Customer's use of the Services, including (a) the breach by Customer of any provision, representation, or warranty of the Agreement, (b) the negligence or willful misconduct (whether by act or omission) of Customer, its customers, or any third party on behalf of Customer, (c) any misuse of the Services by Customer or by any third party within the control of Customer or accessing the Services on Customer's behalf, (d) the failure by Customer to comply with applicable state and federal laws and regulations, or (e) any fine, penalty or sanction imposed on Bank by any clearing house or any governmental entity arising out of or in connection with the Services; (ii) any act or omission of Bank that is in accordance with the Agreement, instructions, or Communication from Customer; (iii) actions by third parties, such as the introduction of a virus that delays, alters, or corrupts the transmission of an image or communication to Bank; (iv) any loss or corruption of data in transit from Customer to Bank; (v) any third party claim in connection with the Service; or (vi) any claims, losses, or damages resulting from Customer's breach of, or failure to perform in accordance with, the terms of the Agreement. This indemnity will survive the termination of the Agreement. Customer agrees that it will not assert any claims against Bank based on theories of negligence, gross negligence, strict liability, misrepresentation, or fraud based on or relating to any Communication, Software or Customer's possession or use thereof or any technical computer service including, but not limited to, Software installation or de-installation performed by Bank.
- 6.11. EXCLUSION OF WARRANTIES. CUSTOMER ACKNOWLEDGES THAT THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. BANK IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS RELATING TO ANY INFORMATION RESULTING FROM CUSTOMER'S USE OF THE SERVICES. BANK MAKES NONE AND EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING CUSTOMER'S USE OF THE SERVICES AND THE EQUIPMENT, INCLUDING THE WARRANTIES OF TITLE AND IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, BANK DISCLAIMS ANY WARRANTIES REGARDING ANY SOFTWARE, ANY COMMUNICATION, THE OPERATION, PERFORMANCE OR FUNCTIONALITY OF THE SERVICE AND THE EQUIPMENT, INCLUDING ANY WARRANTY THAT THE SERVICE AND THE EQUIPMENT WILL OPERATE WITHOUT INTERRUPTION OR BE FREE OF ERRORS. CUSTOMER ACKNOWLEDGES THAT THERE ARE CERTAIN SECURITY, TRANSMISSION ERROR, AND ACCESS AVAILABILITY RISKS ASSOCIATED WITH USING THE SERVICE AND ASSUMES ALL RISKS RELATING TO THE FOREGOING.
- 6.12. Advertising. Neither you nor the Bank may use the other's name or refer to the other directly or indirectly in any advertisement, solicitation, marketing materials, news release, or other release to any publication without receiving the other party's specific prior written approval for each such use. This section does not limit either party's right to make any disclosure required by law.
- 6.13. Other. Except to the extent otherwise expressly provided in this Agreement, this Agreement is not for the benefit of any other person, and no other person has any right under this Agreement against you or us. Nothing contained in this Agreement is intended to create any agency, fiduciary, joint venture, or partnership relationship between the parties.
- 6.14. Governing Law. This Agreement is governed by the laws of the State of New Mexico, without regard to its conflict of law provisions (except to the extent this Agreement can and does vary such laws).
- 6.15. Arbitration.
- (a) Any dispute, controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules.
 - (b) The place of arbitration shall be Albuquerque, New Mexico.
 - (c) Judgment upon the award rendered by the arbitrator(s) may be entered in any court having *in personam* and subject matter jurisdiction.
 - (d) The arbitrator(s) shall give the Parties written notice of the decision, with the reasons therefor set out, and shall have thirty (30) days thereafter to reconsider and modify such decision if any Party so requests within ten (10) days after the decision. Thereafter, the decision of the arbitrator(s) shall be final, binding, and conclusive with respect to all Persons, including Persons who have failed or refused to participate in the arbitration process.

- (e) The arbitrator(s) shall have authority to award relief under legal or equitable principles, including interim or preliminary relief, and to allocate responsibility for the costs of the arbitration and to award recovery of attorneys' fees and expenses in such manner as is determined to be appropriate by the arbitrator(s).
- (f) All proceedings under this **Section 6.15**, and all evidence given or discovered pursuant hereto, shall be maintained in confidence by all Parties.
- (g) The fact that the dispute resolution procedures specified in this **Section 6.15** shall have been or may be invoked shall not excuse any Party from performing its obligations under the Agreement and during the pendency of any such procedure all Parties shall continue to perform their respective obligations in good faith, subject to any rights to terminate this Agreement or any Purchase Document that may be available to any Party.
- (h) All applicable statutes of limitation shall be tolled while the procedures specified in this **Section 6.15** are pending. The Parties will take such action, if any, required to effectuate such tolling.

UNLESS SPECIFICALLY PROVIDED OTHERWISE UNDER LAW, THE PARTIES UNDERSTAND THAT THEY ARE WAIVING THEIR RIGHT TO A JURY TRIAL, OR A TRIAL BEFORE A JUDGE IN A PUBLIC COURT.

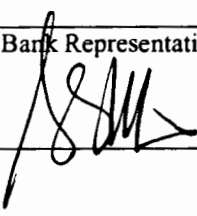
- 6.16. **Final Agreement; Amendment.** The Agreement and its associated Service Addenda constitute the final and complete agreement between Bank and Customer with respect to the Services and any required Software, and supersedes all other oral or written agreements, understandings, and representations. Bank may amend (add, delete, or change) the terms of the Agreement, including the terms of any Service Addendum and any applicable fees. Bank may make such amendments, additions, changes, or deletions at any time and in Bank's sole and absolute discretion. Customer's continued use of the Services will evidence Customer's consent to any amendments, including additions, changes, or deletions.
- 6.17. **Term and Termination.** The term of the Agreement will commence for the Service(s) upon execution of the applicable Enrollment Form(s) and will continue in full force and effect thereafter until terminated as follows:
 - 6.17.1. Customer may terminate any or all of the Services under the Agreement, with or without cause, upon 30 days prior written notice to Bank; and
 - 6.17.2. Bank may terminate, suspend or restrict some or all of Customer's access to the Services under the Agreement, with or without cause, at any time immediately upon notice to Customer. Such termination will not affect any obligations arising under the Agreement prior to termination. Upon termination, Bank may terminate Customer's access to the Services, and Customer will terminate its access to and use of the Services, except to the extent necessary to process transactions that were in process prior to the termination date. Within 30 days after termination of the Agreement, Customer will, at its own expense, promptly uninstall and remove all Software provided from its computers and return to Bank any Software, Hardware, and equipment provided by Bank for the Service, including the Documentation, Security Procedures, and any materials relating to the Service in its possession or under its control, destroy all copies of, and materials relating to, the Documentation that cannot be returned, and upon request from Bank certify in writing to Bank that all copies have been returned or permanently and securely destroyed. Customer will be responsible and liable to Bank for the replacement cost of all lost, stolen, or damaged equipment that was provided by Bank to Customer in connection with the Service. Upon termination of the Agreement, all Services and any Licenses shall automatically terminate.
 - 6.17.3. We may, but are not required to, process any transfer or other transaction that was scheduled through the Services but had not yet been processed at the time of termination. With respect to any such transfer or other transaction we have processed, termination of this Agreement will not affect the rights and obligations of the parties with respect thereto.
- 6.18. **Confidentiality.** Unless otherwise provided in the Service Addendum, all Documentation and Software provided pursuant to this Agreement constitute Bank's, its contractor's or vendor's, or Bank's agents' (as applicable) confidential information ("Confidential Information"). Bank, its contractors or vendors, or Bank's agents (as applicable) will remain the sole owner of all such Confidential Information, and Customer will not acquire any rights in such Confidential Information as a result of Customer's use of any Service except as set forth in any applicable Service Addendum. Customer will maintain the confidentiality of the Confidential Information and will not disclose (or permit its employees or agents to disclose), copy, transfer, sublicense, or otherwise make any of it available to any person or entity, other than its employees who have a need to use the Confidential Information in connection with the applicable Service. Customer shall notify Bank immediately if it knows or suspects that there has been any unauthorized disclosure, possession, or use (each, an "Unauthorized Use") of any Confidential Information, and if it is responsible for the Unauthorized Use, it will, at its own expense, promptly take all actions, including initiating

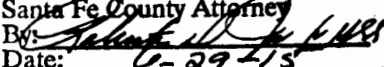
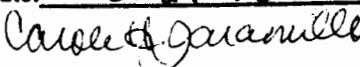
court proceedings to recover possession or prevent further Unauthorized Use of the Confidential Information, and will obtain redress for any injury caused to Bank as a result of such Unauthorized Use.

6.19. Counterparts. The Agreement may be transmitted and/or signed in counterparts and/or by facsimile. If signed in two or more counterparts, each will be deemed an original, but such counterparts, collectively, will constitute one instrument. The effectiveness of the Agreement (or any related document) and signatures transmitted and/or signed in such counterparts shall, to the extent permitted by applicable law, have the same force and effect as manually-signed originals and shall be binding on all parties hereto. Bank may also require that the Agreement (or any related document) be confirmed by a manually-signed original thereof; provided, however, that the failure to request or deliver the same shall not limit the effectiveness of the Agreement.

The undersigned warrants that the Customer has taken all action required by its organizational or constituent documents to authorize the undersigned to execute and deliver on behalf of Customer this Cash Management Services Master Agreement and any other documents First National Bank of Santa Fe, N. A., may require with respect to the Services. The undersigned is authorized to enter into all transactions contemplated by the provision of Services to the Customer. These may include, but are not limited to, giving First National Bank of Santa Fe, N. A., instructions on any Service and designating employees or agents to act in the name and on behalf of the Customer.

Name of Customer/Business/Organization: Santa Fe County		
Authorized Representative Signature	Print Name/ Title	Date

First National Bank of Santa Fe, N. A.		
Authorized Bank Representative Signature	Print Name/ Title	Date
	Vice President Public Funds	6.29.2015

Approved as to form
Santa Fe County Attorney
By: 
Date: 6-29-15
 6/29/15

SIDE LETTER AGREEMENT

This Side Letter Agreement ("Side Letter") to the Cash Management Master Services Agreement entered into by and between First National Bank of Santa Fe, N.A. (the "Bank") and Santa Fe County, New Mexico (the "Customer") (the "Master Agreement") is hereby entered into by and between the Bank and the Customer as of June __, 2015. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Master Agreement.

Whereas, the Customer desires for Bank personnel to act as "Senior Administrators" for the Customer on its behalf with respect to the Services;

Whereas, the Bank wishes to accommodate the Customer's such desire under certain terms and conditions;

Whereas, the parties to this Side Letter wish to memorialize the express terms and conditions of such accommodation by the Bank in a legally binding agreement, while yet preserving intact and in full force all other terms and conditions of the Master Agreement;

Now, therefore, for good and valid consideration, the sufficiency and receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Administrator Services

a. Customer's use of the Services is subject to the terms and provisions of the Master Agreement, which is hereby incorporated by reference into this Side Letter to the extent such terms and provisions are not modified by this Side Letter. In the event of any conflict between this Side Letter and the Master Agreement, the Side Letter shall control.

b. The Bank personnel designated below agree to serve as Senior Administrators for the Customer's Accounts pertaining to the Services, and by entering into this Side Letter, Customer expressly authorizes such individuals (or their successors as designated in writing by the Bank) to exercise such Senior Administrator authority and privileges on behalf of the Customer, as agents of the Customer:

i. _____

ii. _____

c. The parties hereto agree that the Bank, in acting as agent for the Customer, shall act solely upon express instructions of the Customer in taking any actions pertaining to the Services in which the Customer is enrolled. Unless otherwise designated in writing to the Bank prior to such actions being taken, the Bank may rely upon the instructions of any person exercising actual or apparent authority on behalf of the Customer to transmit instructions to the Bank, whether or not such person is authorized, and regardless of whether such instructions are given orally, in writing, with or without proper Credentials, or in compliance with any applicable Security Procedures.

2. Responsibilities of the Customer

a. Security.

Notwithstanding anything in this Side Letter or any other instrument to the contrary, the Customer shall remain solely responsible for the protection of its Credentials and any access items governing its Accounts with respect to the Services. The Customer will remain subject in all respects to the requirements of the Master Agreement pertaining to its responsibility to protect its Credentials and to observe all Security Procedures. The Customer shall retain sole liability for any compromise of its Credentials or any breach of Security Procedures.

The Bank shall be responsible only for exercising commercially reasonable standards of care in protecting the Credentials of the Customer in accordance with its internal policies and procedures and any applicable law. The Customer, by entering into this Side Letter, hereby agrees that such standards of care are commercially reasonable.

b. Accuracy of Information.

The Customer shall bear sole responsibility for:

- i. Ensuring that all instructions transmitted to the Bank are duly authorized;
- ii. Ensuring the accuracy of all instructions transmitted to the Bank; and
- iii. Promptly reporting to the Bank any suspected errors in connection with any transaction relating to the Services, or any suspected compromise of its Credentials.

The Bank shall be responsible for:

- i. Providing any pertinent transaction records to the Customer, upon prior written request given in reasonable fashion, for the purpose of verifying or confirming the instructions received from the Customer; and
- ii. Promptly correcting any transactional errors with respect to the Services that were clearly demonstrated to have been the result of the Bank's failure to comply with a clear and express instruction of the Customer (of which such instruction there is a clear and undisputed record of it having been received by the Bank in timely fashion).

c. Instruction Procedures.

Customer shall be solely responsible for: (i) limiting the manner in which instructions may be given by the Customer, (ii) designating any persons whom have exclusive authority to give instructions to the Bank, (iii) designating procedures for the proper transmission

and confirmation of such instructions to the Bank, and (iv) verification of its instructions to the Bank. Unless otherwise specified in writing to the Bank, the Customer hereby agrees that the Bank may accept any instructions of any variety from the Customer with respect to its administration of the Services on the Customer's behalf (whether oral or written, authorized or not) and that the Bank is entitled to rely upon the veracity and due authorization of any such instructions that the Bank determines in its sole and absolute discretion to have come from the Customer.

The Bank shall also be entitled, in its sole and absolute discretion, to reject any purported instructions of the Customer which the Bank determines in its sole and absolute discretion to be:

- i. Contrary to policies and procedures of the Bank;
- ii. Contrary to applicable law;
- iii. Not duly authorized by the Customer;
- iv. Unclear or impractical, or
- v. Contrary to the terms, provisions, or capabilities associated with the Bank's provision of the Services.

3. Term

This Side Letter shall be in effect for as long as the Master Agreement is in effect, unless terminated by either party in writing upon thirty (30) days' advance notice. The Bank reserves the right to terminate this Side Letter immediately and without notice under the following circumstances:

- i. The Customer breaches its obligations under this Side Letter or the Master Agreement;
- ii. Any of the representations or warranties given in connection with this Side Letter should be untrue or inaccurate either at the time given or at any time in the future;
- iii. Continued administration of the Customer's Accounts with respect to the Services should at any time become contrary to applicable law or the policies and procedures of the Bank.

4. Representations and Warranties of the Customer

The Customer hereby represents and warrants to the Bank the following:

a. It is duly authorized to enter into this Side Letter by all proper organizational action, and that its signatories are duly authorized to execute this Side Letter on its behalf, such signatures being valid specimens.

b. Entering into this Side Letter will not contravene any of the Customer's organizational or charter documents, nor will entering into this Side Letter contravene any

applicable law or order to which the Customer is subject, nor will entering into this Side Letter contravene any contract or instrument to which the Customer is a party.

c. The Customer fully understands and accepts its obligations under this Side Letter and the Master Agreement, and wishes to be bound thereby.

d. All persons that the Customer shall designate in writing as authorized to transmit instructions to the Bank on its behalf are in fact duly authorized to exercise such authority and persons on whom the Bank may place full reliance.

e. The Customer has sufficient insurance coverage in place (according to industry standards) to protect against risk of loss from erroneous transactions or instructions given in connection with its use of the Services.

f. The Customer will comply with all of its obligations under the Master Agreement and applicable law in performing this Side Letter.

5. Disclaimer of Warranty

IN ADDITION TO ANY AND ALL DISCLAIMERS GIVEN UNDER THE AGREEMENTS PERTAINING TO THE SERVICES, THE BANK AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AND AGENTS HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND (WHETHER EXPRESS OR IMPLIED) IN CONNECTION WITH THE SERVICES OR ITS ADMINISTRATION THEREOF ON BEHALF OF THE CUSTOMER.

6. Limitation of Liability

The Customer hereby expressly agrees that the Bank shall in no way be responsible nor liable for any cause of action or loss arising from or in connection with the content of any instruction transmitted to the Bank. Absent gross negligence or willful misconduct on the part of the Bank, the Customer hereby agrees that the Bank shall bear no liability whatsoever for any causes of action or losses accruing to the Customer that result from or arise in connection with the Bank's compliance with instructions of the Customer.

7. Choice of Law

This Side Letter is to be governed by and enforced in accordance with the laws of the State of New Mexico, without regard for its provisions relating to conflict of laws. In the event of any dispute under this Side Letter, the parties hereto irrevocably submit to the jurisdiction of the First Judicial District Court, Santa Fe County, New Mexico. **THE PARTIES HEREBY ACKNOWLEDGE AND AGREE TO A WAIVER OF THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY IN CONNECTION WITH THE JUDICIAL RESOLUTION OF ANY DISPUTES ARISING IN CONNECTION WITH THIS AGREEMENT.**

8. Severability

If any of the terms or provisions of this Side Letter are found to be invalid or unenforceable, this Side Letter shall remain in effect, and such invalid or unenforceable provision shall be replaced with a valid or enforceable one that is negotiated in good faith by the parties to accomplish the same general purpose and intent of this Side Letter to the extent possible. The parties also hereby agree that in the event that a court of competent jurisdiction should find any such provisions of this Side Letter invalid or unenforceable, that such court should endeavor to replace such invalid or unenforceable provision with one that gives effect to the original intent of the parties in forming this Side Letter, to the fullest extent possible.

9. Entire Agreement

The terms and provisions of this Side Letter hereby represent the entire agreement of and supersede any and all prior or contemporaneous agreements or understandings between the parties with respect to the matters addressed herein, regardless of whether they were oral or written.

10. Counterparts

This Side Letter may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

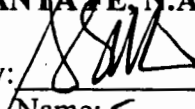
[Signature Page Follows]

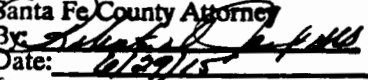
In witness whereof, the parties below hereby execute and enter into this Side Letter as of the date dated hereof.

SANTA FE COUNTY

By: _____
Name:
Title:

FIRST NATIONAL BANK OF
SANTA FE, N.A.

By: 
Name: Samuel E. Collins, Jr.
Title: Vice President Public Funds

Approved as to form
Santa Fe County Attorney
By: 
Date: 6/29/15
Carol A. Gammale
6/29/15

Ortiz Mountains Educational Preserve Transition Plan

SFC CLERK RECORDED 07/31/2015



June 30, 2015



Executive Summary

The Santa Fe Botanical Garden acquired the Ortiz Mountains Educational Preserve ("Preserve") in 1995 as part of a settlement between LAC Minerals USA, Inc. and The Friends of Santa Fe County to address cleanup of the Cunningham Hill gold mine. The Preserve totals 1350 acres and includes the highest peaks in the Ortiz Mountains. The Santa Fe Botanical Garden was chosen as the recipient of the property due to the educational programming offered by the organization and their intent to use the property as a natural history and outdoor educational area. The only access to the Preserve at this time is by a road that crosses LAC Minerals property; LAC Minerals granted the owner of the Preserve an easement through a right-of-way agreement in 2001. In 2007, Santa Fe County purchased the Preserve from the Santa Fe Botanical Gardens for \$380,000. Santa Fe Botanical Garden continued to manage the property as an educational preserve until May 2015.

Currently, access to the Preserve is through an agreement with LAC Minerals. This access is approximately 2.5 miles long. The road is very rough, and limited improvements have been made by the Botanical Garden. The access road is the biggest issue concerning the property. Rough road conditions requiring high clearance 4WD vehicles make accessing the property hazardous. This is the first issue to address before the property can be properly opened to the public and educational programs scheduled.

Management of the Preserve was returned to the County on May 15, 2015. Since that time County staff have been drafting a transition plan with input from the Santa Fe Botanical Garden and volunteer docents. This transition plan will be in place until a management plan for the property can be developed.

The transition plan addresses short term programming of the property. Santa Fe County will sponsor up to three events this season assisted by volunteer docents. The tours will begin on the Preserve.

In order to develop a long term plan for the property funds have been allocated for a management plan process in fiscal year 2016. The management plan will evaluate the existing conditions and resources, establish maintenance priorities and processes, identify needed capital improvements and set the management framework that will allow access by the public while preserving the cultural and archeological resources of the Preserve. The management plan will address the long term vision of the property, including an analysis of alternative access routes to the property.

1. Introduction/ Existing conditions

a. History

The Santa Fe Botanical Garden acquired the Ortiz Mountains Educational Preserve ("Preserve") in 1995 as part of a settlement between LAC Minerals USA, Inc. and The Friends of Santa Fe County to address cleanup of the Cunningham Hill gold mine. The Preserve totals 1350 acres and includes the highest peaks in the Ortiz Mountains. The only access to the Preserve at this time is by a road that crosses LAC Minerals property; LAC Minerals granted the owner of the Preserve an easement through a right-of-way agreement in 2001.

b. Agreements

i. Purchase contract

In 2007, Santa Fe County purchased the Preserve from the Santa Fe Botanical Gardens for \$380,000. As part of the purchase agreement, Santa Fe Botanical Garden agreed to pay the County five percent of the purchase price to go in to the Capital Improvement and Maintenance Fund for use by the County in the ownership and management of the property. Santa Fe Botanical Garden was required to set aside 20% of the net proceeds of the sale (\$76,000) in an endowment account for use in long-term operations and maintenance of the property.

ii. Access agreement

Currently, access to the Preserve is through an agreement with LAC Minerals. This access is approximately 2.5 miles long. The road is very rough, and limited improvements have been made by the Botanical Garden.

The Right-of-Way agreement was signed by LAC Minerals and the Santa Fe Botanical Garden in 2001. This agreement allows for ingress and egress, temporary parking in a designated area and location of portable restroom facilities on a seasonal basis. The agreement specifically excludes overnight parking, camping, hunting, recreational use of motorcycles, ATVs and snow mobiles, as well as equestrian use except for pack animals used for maintenance of the parcel.

LAC Minerals has the right to terminate the agreement for cause, or can relocate the easement. Any improvements to the easement must be submitted to LAC Minerals for approval. If improvements are made, and the agreement is terminated, the improvements must be removed and the easement must be returned and restored to the condition that existed prior to the date of the agreement.

The second amendment to this agreement transfers the agreement to Santa Fe County in 2007.

iii. Conservation easement

Santa Fe Conservation Trust holds the conservation easement on the property. The conservation easement agreement was signed by Santa Fe Botanical Garden and Santa Fe Conservation Trust in 2001. The purpose of the conservation easement is to assure that the property will be retained forever in its natural, scenic, forested and open space condition and prevent any use that will significantly impair or interfere with the conservation values. Some of the prohibited uses include commercial or industrial use, construction of buildings, any activity that causes significant soil erosion, removal of trees and alteration or manipulation of water courses or wetlands. There is also no camping, hunting, igniting of open fires, dumping, or use of automobiles, trucks, vans, ATVs, snowmobiles, or motorcycles on the property.

An amendment to the conservation easement signed in 2007 transfers the conservation easement to the County.

iv. **Management agreement**

The service agreement between Santa Fe County and the Santa Fe Botanical Garden was intended to support management, stewardship and appropriate public use of the county owned Ortiz Mountain Open Space. This agreement allowed Santa Fe Botanical Garden to design and install trails to enhance visitor's educational experiences while at the same time protecting sensitive resources and improving environmental quality at the Preserve. This agreement expired in 2008. However, Santa Fe Botanical Garden continued to manage the property as an educational preserve until May 2015.

c. **Botanical Garden management**

i. **Improvements**

The Santa Fe Botanical Garden installed a covered patio with picnic tables and benches, interpretive signage, and a vault toilet in 2002.

ii. **Docents**

The Santa Fe Botanical Garden relied heavily on docents to manage and staff the educational programs. Docents organized, scheduled and led tours and hikes in the Preserve. Hikes are defined as more strenuous events, and tours are less strenuous, themed events. They would often use participants with high clearance 4WD vehicles as drivers along the access road to the Preserve. There were often no limits on the number of participants of the tours, which were less strenuous themed events using the lower trails (Loop Trail and Skid Trail). Limits to the hikes (more strenuous events) were put in to place as the number of participants grew to a size that singular docents couldn't easily handle. Docents operated tours and hikes during the April – September season.

The Santa Fe Botanical Garden relied on a Preserve Manager to do simple repairs to the road and the structures, clean the toilet, and open and close the property during the season.

d. Access issues

The access road is the biggest issue concerning the property. Rough road conditions requiring high clearance 4WD vehicles make accessing the property hazardous. This is the first issue to address before the property can be properly opened to the public and educational programs scheduled.

e. Other issues

i. Emergency access

The road easement is 30 feet wide, however the road itself is very narrow. It allows for one car travelling in one direction with very few passing or turn around opportunities. This is an emergency access issue. The road is also difficult to navigate, especially for a large emergency vehicle. The remoteness of the Preserve presents logistical difficulties for emergency services.

ii. Budget

Due to the sudden departure of the Botanical Garden we have no budget for maintenance of the Preserve in FY2016.

iii. Docents

Docents organized, scheduled and led tours and hikes in the Preserve. There was very little supervision from the Botanical Garden.

2. Interim objectives

County staff will lead up to three guided hikes between the adoption of the transition plan and September 2015. This is to continue to allow access to the property in accordance with the original purpose as a natural history and outdoor educational area.

3. Implementation.

a. Safety and emergency management

- i. County open space staff will coordinate to discuss options to improve the access road in the short term. Options for improving the road may include minimal grading to improve drainage, resurfacing, and/ or providing turnouts for passing and turn around options.
- ii. County open space staff will coordinate with emergency management to develop an emergency access plan.
- iii. Staff will develop emergency procedures and docent training protocol.
- iv. County open space staff will work with LAC Minerals to designate a helicopter landing area for emergency evacuations.
- v. County staff may decide the road is unpassable for motor vehicles, and future tours may be led as hikes from the bottom gate (an additional 2.5 miles).

b. Access

- i. County staff will begin discussions with LAC Minerals regarding the access road, including maintenance requirements, and acquiring additional right-of-way as necessary.

c. Tours

- i. Santa Fe County will sponsor up to 3 guided hikes per season with the assistance of volunteer docents. Hikes will be limited in size to 6 participants per docent/staff.
- ii. Tour season is April through September.
- iii. Tours will be conducted from the County property until directed otherwise by Risk Management. This requires driving high clearance 4WD vehicles on the LAC Mineral easement. Only county staff and trained docents should be allowed to drive vehicles on the access road. Docent drivers will be required to sign waivers and complete safety training.

d. Maintenance

i. Property Manager

- 1. The county should contract with a property manager to make small repairs to the existing infrastructure (kiosk, toilet, etc.) and prepare the property to be closed at the end of the season.

ii. Road improvements

- 1. Staff should coordinate before and after the tour season in order to evaluate maintenance needs.

e. Docents

- i. Staff will develop guidelines that include a code of conduct, training requirements and responsibilities required of a docent. The training requirements will include wilderness emergency training provided by County Emergency Services.

4. Management Plan

The management plan will evaluate the existing conditions and resources, establish maintenance priorities and processes, identify needed capital improvements and set the management framework that will allow access by the public while preserving the cultural and archeological resources of the Preserve. The management plan will address the long term vision of the property, including an analysis of alternative access routes to the property.

The project will go out to bid in early fall 2015, and is anticipated to be completed in early spring 2016 in order to facilitate planning for fiscal year 2017 and the 2016 operational season at the Preserve.



**THE BOARD OF COUNTY COMMISSIONERS
OF SANTA FE COUNTY**

ORDINANCE No. 2015 - ____.

AN ORDINANCE AMENDING THE LAND DEVELOPMENT CODE TO ADD A NEW ARTICLE XVII, DEVELOPMENTS OF COUNTYWIDE IMPACT TO REGULATE LANDFILLS, JUNKYARDS AND SAND AND GRAVEL MINING OF A CERTAIN SCALE.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF SANTA FE THAT THE SANTA FE COUNTY LAND DEVELOPMENT CODE IS HEREBY AMENDED BY ADDING THE FOLLOWING NEW ARTICLE:

ARTICLE XVII DEVELOPMENTS OF COUNTYWIDE IMPACT (DCIs)

Section 1. Purpose.

Developments of Countywide Impact (DCIs) are those that have potential for far reaching effects on the community. DCIs are developments that would place major demands on public facilities, the County's capital improvement plan and budget, and/or have the potential to affect the environment and public health, safety, and welfare beyond the impacts on immediately neighboring properties. DCIs have the potential to create serious adverse noise, light, odor and vibration; explosive hazards; traffic congestion; and burdens on County emergency response services. Therefore, special regulation of DCIs is necessary:

- 1.1. to protect the health, safety and welfare of the citizens, residents, and businesses of the County from the potentially harmful or hazardous impacts of DCIs;
- 1.2. to ensure short and long-term compatibility (both on-site and off-site) of DCIs and the County at large;
- 1.3. to preserve the quality of life, the economy, infrastructure, environment, natural and cultural resources, and natural landscapes; and
- 1.4. to promote sustainability by protecting against the degradation of air, surface water and groundwater, and soils, and to protect environmentally sensitive lands and visual and scenic qualities.

Section 2. Designation.

Due to their potential impact on the County as a whole, the following activities are designated DCIs subject to the requirements of this chapter:

- 2.1. landfills;

2.2. junkyards; and

2.3. sand and gravel extraction pursuant to Section 10.2.1. of this Ordinance.

Section 3. Definitions.

3.1. Junkyard - A place where scrap materials, including automobile bodies and parts, construction debris or metal, are stored or stockpiled for reuse, parts salvage or destruction, and generally, but not always, associated with a junk or scrap business.

3.2. Landfill - A solid waste facility that receives solid waste for disposal as defined in Environmental Improvement Board's (EIB) regulation 20.9.2 New Mexico Administrative Code (NMAC) and as further regulated by regulations of the EIB.

3.3. Sand and Gravel Mining - Mineral extraction activity for construction materials, including but not limited to, stone, sand, basalt, gravel, aggregate, or similar naturally occurring materials.

Section 4. Procedure and Submittals.

4.1. No DCI is permitted by right in the County. Operation of a DCI shall require the establishment of a DCI Overlay Zoning District, issuance of a DCI Conditional Use Permit and issuance of grading and construction permits.

4.2. Applicability of the Sustainable Land Development Code (SLDC). Although not currently effective, any reference in this Ordinance to the SLDC, Ordinance No. 2013-6, shall neither indicate nor suggest the implementation of the SLDC, but shall merely incorporate by reference into this Ordinance the specific language or provision being referenced.

4.3. Application Procedures. An application for a DCI Overlay or for a DCI Conditional Use Permit shall follow the procedures set forth in Chapter 4 of the SLDC for Overlay Zones and Conditional Use Permits.

4.4. Application for a DCI Overlay Zoning District. An applicant who submits an application for approval of a DCI Overlay Zoning District shall submit a concept plan that includes:

4.4.1. An accurate map of the project area including its relationship to surrounding areas, existing topography and key features.

4.4.2. A detailed description of the proposed DCI activities on the entirety of the owner or applicant's property in the same ownership:

4.4.2.1. the planning objectives and the character of the development to be achieved through the overlay, and the approximate phases in which the DCI activity will occur;

4.4.2.2. the approximate location of all neighboring development areas, subdivisions, residential dwellings, neighborhoods, traditional communities and community centers, and other non-residential facilities and structures within five (5) miles of the concept plan site perimeter;

4.4.2.3. the approximate location, arrangement, size, floor area ratio of any existing and proposed buildings, structures and parking facilities and facilities and activities related to the intended use;

4.4.2.4. the proposed traffic circulation plan, including number of daily and peak hour trips to and from the site and the proposed traffic routes to the nearest intersection with an arterial road or highway;

4.4.2.5. the location of all fire, police, and emergency response service facilities and all roads shown on the capital improvement plan; floodways, floodplains, wetlands or other natural resource areas surrounding the applicant's property; location of historic, cultural and archeological sites and artifacts; steep slopes between 15% and 30% and steep slopes greater than 30%, general wildlife vegetation habitats and habitat corridors within five (5) miles of the concept plan site perimeter;

4.4.2.6. a statement explaining how the proposed overlay complies with the vision, goals, objectives, policies and strategies of the County's Sustainable Growth Management Plan (SGMP) and any Area, District and Community Plan covering the property;

4.4.2.7. a statement or visual presentation of how the overlay will relate to and be compatible with adjacent and neighboring areas, within the five (5) mile radius of the project site perimeter; and

4.4.2.8. all application requirements set out in this Ordinance.

4.4.3. A detailed site plan depicting boundaries, dimensions, acreage, existing and proposed structures, storage, stockpiling, equipment, streets and easements, setbacks and separations and preservation areas.

4.4.4. All Studies, Reports and Assessments (SRAs) required in Chapter 6 of the SLDC. The applicant shall be responsible for the cost of all SRAs as set forth in Section 6.2.2 of the SLDC.

4.4.5. Emergency Response and Preparedness Plan.

4.4.5.1. An application for a DCI Overlay Zoning District shall provide an emergency preparedness and response plan ("ERP Plan"). The ERP Plan shall include a provision for the applicant to reimburse the appropriate emergency response service providers for costs incurred in connection with an emergency. This plan shall be filed with the County at the time of application for the DCI Overlay District and shall be updated on annual basis or as conditions change. The ERP Plan shall be coordinated with and approved by the emergency management officer prior to beginning field operations.

4.4.5.2. The ERP Plan shall consist of the following information, at a minimum:

1. a cash, certified or bank check, or letter of credit, deposit, to cover all of the County's expenses in reviewing the ERP, engaging consultants, and for a Hearing Officer to conduct the first public hearing on the ERP. The County will provide an estimate of the cost of conducting the study, which shall provide the basis for the initial deposit. The applicant shall make additional deposits if the initial deposit is inadequate to reimburse the County for the costs of the study, and the County shall refund any unexpended funds on deposit after the study is completed;
2. name, address and phone number, including a 24 hour emergency number of at least two persons responsible for emergency field operations;
3. a printed map, including GPS coordinates, showing the name, location, and description of all potentially dangerous facilities. The map shall be prepared digitally on the County geographic information system parcel maps;
4. a written response plan for the potential emergencies that may be associated with the operation of the facilities. This may include any or all of the following: explosions, fires, gas or water pipeline leaks or ruptures, hazardous material vehicle spills or vehicle accidents; and
5. a fire prevention, response, and health and safety plan.

4.4.6. Phasing Schedule. A detailed phasing schedule including timing of each phase, boundaries and description of each proposed phase.

4.4.7. Such other information as the Administrator shall require, including any additional information necessary to determine compliance with the standards for

the approval of the DCI Overlay Zoning District.

4.4.8. The applicant shall submit all information at the time of application, required by the County necessary to carry out the above SRAs. In addition to the SRAs to be conducted by the County, listed above, the applicant and any other interested party shall have the opportunity to prepare and furnish to the County its own SRAs, or parts thereof.

4.4.9. Prior to the submission of any application for a DCI Overlay Zoning District, the applicant shall attend a pre-application meeting with all residents, owners/lessees of non-residential structures, within one mile of the perimeter of the project area and with all County groups, Registered Organizations and Community Organizations that have previously registered for notification of applications for DCIs or Overlay Districts. The applicant shall furnish an address list for the one-mile area to the Administrator who shall send out notices to all affected parties at least five business days prior to the meeting. Such meeting shall be conducted at the offices of the County and shall be presided over by a designated County Hearing Officer. The proceedings shall be designed to resolve, to the extent possible, issues and problems between the parties. Such meeting shall not last longer than three (3) hours without the consent of the applicant, and the Hearing Officer shall have the authority to request invitees to consolidate presentations and otherwise cooperate so that effective and cordial discussion of issues and problems takes place.

4.4.10. A report demonstrating consistency of the project with the SGMP, Area, District or Community Plans and any federal, state and local regulations.

4.5. Application for a DCI Conditional Use Permit. An application for a DCI Conditional Use Permit shall include:

4.5.1. Final Order from the Board granting approval of the DCI Overlay Zoning District;

4.5.2. the Conditional Use Permit shall only be submitted for a single phase;

4.5.3. all required state and federal permits approved in conjunction with the proposed DCI;

4.5.4. a cost estimate prepared and sealed by a New Mexico professional engineer for all site improvements and reclamation, if appropriate;

4.5.5. a detailed development plan, meeting the submittal requirements of Article V, Section 7.1.2. of this Code; and

4.5.6. all final SRAs, complying with any comments and conditions imposed through the DCI Overlay Zoning District approval.

4.6. Revocation of a DCI Conditional Use Permit.

4.6.1. A DCI Conditional Use Permit is subject to revocation by the Land Use Administrator for the following reasons:

4.6.1.1. any conduct that constitutes a failure to comply with performance standards or conditions imposed by the Conditional Use Permit;

4.6.1.2. engaging in the activities allowed by the Conditional Use Permit that are outside of the geographic boundaries of the Permit;

4.6.1.3. the revocation or suspension of any federal or state permit required as a condition of approval of the Conditional Use Permit; or

4.6.1.4. any other conduct that damages or commits waste to private or public property that is not within the scope of Conditional Use Permit.

4.6.2. The Land Use Administrator shall serve a written Notice of Violation to the Holder of the DCI Conditional Use Permit either by certified mail at the address provided in the application or by personal delivery to the Holder, either at the Holder's address or at the worksite of the Permit. The Notice of Violation shall provide the following:

4.6.2.1. a statement of the nature of the violation with reference to this Ordinance or the terms of the DCI Conditional Use Permit;

4.6.2.2. a brief description and location of the violation; and

4.6.2.3. a statement that failure to remove and correct the violation, or to cease and desist from further acts of the violation within fifteen (15) days of receipt of Notice of Violation may result in revocation of the DCI Conditional Use Permit.

4.6.3. If the Holder fails or refuses to correct or to cease and desist from further acts of the violation within the fifteen (15) days afforded or to the satisfaction of the Land Use Administrator, or if the Holder disagrees with issuance of the Notice of Violation and so informs the Land Use Administrator in writing:

4.6.3.1. the matter shall be referred for a hearing before a Hearing Officer as soon as is practicable but in no event longer than thirty (30) days after referral;

4.6.3.2. during the hearing, it shall be the burden of the Land Use Administrator to demonstrate by a preponderance of the evidence that a violation of the DCI Conditional Use Permit has occurred as set forth in Subsection 4.6.1 above;

4.6.3.3. the Holder may then provide a defense by calling witnesses or submitting evidence disputing the evidence of the Land Use Administrator;

4.6.3.4. within five (5) working days of the hearing, the Hearing Officer shall make written findings of fact and rulings of law and recommend to the Board to either revoke or not revoke the DCI Conditional Use Permit;

4.6.3.5. the matter shall be referred to the Board for a hearing as soon as practicable, and after hearing, the Board may:

1. affirm the recommendation of the Hearing Officer to either revoke or not revoke the DCI Conditional Use Permit; or
2. issue a decision to not revoke the DCI Conditional Use Permit but impose additional conditions related to curing the effects of the violation and preventing future violations.

4.6.4. Any person aggrieved by a final decision of the Board pursuant to this section may appeal to District Court in accordance with NMSA 1978, § 39-3-1.1 (as amended) and Rule 1-074 NMRA.

4.6.5. If the Holder of the DCI Conditional Use Permit fails or refuses to comply with an order of the Board after its issuance, the Land Use Administrator may seek a court order enjoining further operation by the Holder and may invoke other remedies available pursuant to NMSA 1978, §§ 3.17.1, 3.18.17 and 3.21.1 (as amended).

Section 5. Review Criteria.

5.1. Each application for approval of a DCI Overlay Zoning District shall be reviewed by the CDRC, Hearing Officer and Board of County Commissioners:

5.1.1. for consistency with the SGMP and any applicable Area, District and Community Plan;

5.1.2. to ensure that environmental effects and impacts identified in the Environmental Impact Report (EIR) are avoided or appropriately mitigated;

5.1.3. that adequate public facilities either exist or can be promptly funded as identified in the adequate public facilities assessment;

5.1.4. that improvements identified in the adequate public facilities assessment can be provided as set forth in the capital improvements plan or provided by the applicant and when such facilities will be available;

5.1.5. that water is available for the various phases of the proposed DCI as set forth in the Water Service Availability Report;

5.1.6. the impacts of traffic generated as a result of the activities taking place in the proposed DCI Overlay Zoning District can be mitigated;

5.1.7. to determine whether the proposed location is compatible with adjoining uses given the size, design and operational characteristics of the proposed DCI, and whether the DCI facilities can be made compatible with the surrounding area by using reasonable efforts to mitigate any public nuisance or land use effects or impacts of the DCI operation. Factors to be considered include impacts to property values, public safety, impacts on cultural, historic and archaeological resources, emergency services response, wildlife and vegetation resources, noise, impacts on roads and highways, vibration, odor, glare, fire protection, access, visual impacts and impacts upon air and water quality and quantity, the past performance of the operator's past compliance (or lack thereof), with federal, state and local laws pertaining to the DCI; and

5.1.8. to determine whether the proposed DCI will be detrimental to the safety, health, prosperity, order, comfort and convenience of the County pursuant to NMSA 1978 § 4-37-1.

5.2. Each application for approval of a DCI Conditional Use Permit shall be reviewed by the Hearing officer and the CDRC:

5.2.1. for consistency with the Sustainable Growth Management Plan and any applicable Area, District and Community Plan;

5.2.2. for consistency with the DCI Overlay Zoning District approval; and

5.2.3. the past performance of the operator's past compliance (or lack thereof) with federal, state and local laws pertaining to the DCI during the development of previous phases of the DCI.

Section 6. Findings.

The Board of County Commissioners hereby finds, declares and determines that this Ordinance:

6.1. promotes the health, safety, and welfare of the County, its residents, and its environment by regulating adverse public nuisance and/or land use impacts and effects resulting from DCIs;

6.2. promotes the purposes of planning and land use regulation by assuring that adequate public facilities and services as defined by this Ordinance including roads, fire, police, stormwater detention and emergency and response services will be available at the time

of approval of DCI projects;

6.3. prevents the occurrence of adverse public nuisance and/or land use effects and impacts resulting from the abandonment of DCI activities within the County;

6.4. protects the County's priceless, unique, and fragile ecosystem, the preservation of which is of significant value to the citizens of the County and state;

6.5. protects the County's unique and irreplaceable historic, cultural, archaeological, and eco-tourist sites and scenic vistas, in addition to water and other natural resources;

6.6. ensures the health, safety, and welfare of the County and its residents, and protects the natural and ecological resources of Santa Fe County as follows:

6.6.1. New Mexico has an interest in strengthening protection to historic, archaeological and cultural resources by issuing new rules and new statutes, if necessary, to put into place greater, and in some cases absolute protection, for highly sensitive and significant historical, cultural and archaeological sites and landscapes;

6.6.2. under the Wildlife Conservation Act (NMSA 17-2-37 through 17-2-46), species of wildlife indigenous to the state that may be found to be threatened or endangered by DCIs require such police power regulation over DCIs so as to maintain and, to the extent possible, enhance wildlife population within the carrying capacity of the habitat;

6.6.3. because DCIs may presently or in the future potentially cause irreparable harm to the County's water supply and pollution of water and air, may cause cancer, lung disease, and respiratory diseases, various DCIs must show documentation of community health effects, and these effects must be scrutinized, and thoroughly mitigated before DCI activities occur;

6.6.4. pursuant to the New Mexico Public Health Act, NMSA 24-1-1 (1978), the Department of Health has the authority to "investigate, control, and abate the causes of disease... sources of mortality and other conditions of public health." Environmental hazards resulting from DCI projects may potentially cause adverse health effects;

6.6.5. air, soil, and water contamination may occur during different stages of DCI operations, and such contamination could affect human health;

6.6.6. all New Mexicans have an equal right to live in a safe and healthy environment, and implementation of precautionary principles promotes this premise as well as reduces potential effects on public health resulting from exposure to environmental toxins;

6.6.7. persons and/or organizations, in response to proposed technological innovations, have a duty to take anticipatory action to prevent harm, an obligation to examine alternatives, and the right to stop the implementation of technological innovations in an open democratic process;

6.6.8. the burden of proof of harmlessness for any proposed technological innovation must lie with the proponent of the innovation, not the general public;

6.6.9. DCIs could have a negative effect on tourism, landscapes and communities; and

6.6.10. recognizes that the County of Santa Fe has supplemental authority, in addition to the authority of the state to regulate adverse public nuisance, land use and environmental impacts and effects consistent with state legislation and regulation, stemming from DCI projects in the Galisteo Basin and unincorporated areas of the County and makes no finding that the state has preempted or occupied DCI regulation.

6.7. acknowledges that the Galisteo Basin has been recognized by the United States Congress as a nationally significantly archaeological resource and contains within it a number of areas protected under the auspices of the Galisteo Archaeological Sites Protection Act, Public Law 108-208 (2004), and finds additionally that:

6.7.1. DCIs in the Galisteo Basin will have significant impact on archaeological, historical, cultural and environmental resources and sensitive areas;

6.7.2. water resources in the Galisteo Basin are at risk as DCIs in the Galisteo Basin may negatively diminish or pollute local water supplies and sources of groundwater;

6.7.3. due to the importance of the hydrology of the Galisteo Basin, not only to the citizens of Santa Fe County but to the interstate stream system through its contributions to the Rio Grande, it is extremely important to protect the quantity and quality of the surface and ground water resources in the Galisteo Basin;

6.7.4. the Galisteo Basin is home to a variety of native plant and animal species whose arid habitats will be impacted negatively by DCIs. In addition terrestrial wildlife, aquatic and riparian species and habitats such as those found around the springs, wetlands, and drainages in the Galisteo Basin must be protected;

6.7.5. clean air and water are essential to most resources and activities in the Galisteo Basin and will be degraded by DCI activity; and

6.7.6. sensitive environmental systems and cultural, archaeological and historic sites in the Galisteo Basin require permanent protection from DCI projects.

Section 7. General Regulations for all DCIs.

7.1. Identification, Mapping, and Analysis of Potential Impacts. The Environmental Impact Report (EIR) shall identify whether potential impacts would occur, where a “Yes” is indicated in the column for the proposed use, with respect to the category of potential impacts indicated in the row. The EIR shall include a description and maps of relevant information related to these impacts both on- and off-site, and identify whether factors related to these impacts exist on the property or would be affected either on- or off-site by the proposed use and development of the property, and describe whether and how potential adverse impacts will be avoided or mitigated. The categories of potential impacts that are listed in Table 17-1 below, shall be construed to be part of the environmental setting, environmental effects, and avoidance or mitigation of impacts and effects.

Table 17-1 Categories of Impacts to be Identified, Mapped and Addressed.

CATEGORY OF POTENTIAL IMPACTS TO IDENTIFY, MAP, AND ADDRESS	SAND AND GRAVEL EXTRACTION	LANDFILLS	JUNKYARDS
Federal and State endangered and threatened species and species of concern impacts	Yes	Yes	Yes
Connectivity and protection of significant wildlife habitat areas	Yes	Yes	Yes
Stormwater runoff rates, surface water flows and levels	Yes	Yes	Yes
Surface water contamination, and degradation generally	Yes	Yes	Yes
Wetland and riparian area viability	Yes	Yes	Yes
Groundwater levels and availability, potential groundwater depletion	Yes	Yes	Yes
Groundwater contamination, and degradation generally	Yes	Yes	Yes
Water well contamination potential	Yes	Yes	Yes
Erosion, siltation, and dust potential	Yes	Yes	Yes
Soils bearing strength and stability for development	No	Yes	No
Wildfire hazard	No	No	Yes
Earthquake and landslide hazards	No	Yes	No
Flooding hazards and floodwater contamination	Yes	Yes	Yes

Archaeological and historic resource protection	Yes	Yes	Yes
Impacts to landscape scenic quality	Yes	Yes	Yes
Impacts to conservation and open space areas, scenic roads, and recreation trails, including visual impacts and noise	Yes	Yes	Yes
Viability of agricultural crop lands and improved pasture lands	Yes	Yes	No
Nuisance, hazard, traffic, character, and visual impacts to residential uses	Yes	Yes	Yes
Nuisance, hazard, and visual impacts to commercial and public or institutional uses	Yes	Yes	Yes
Adequacy of roads for intended use	Yes	Yes	Yes
Water system availability and capacity, if water supply from a central system is proposed	No	No	No
Fire protection and emergency medical service availability and response times	Yes	Yes	Yes

Section 8. Regulations for Landfills.

8.1. Purpose; Intent. The purpose of this Section is to establish operational, location, and general standards for landfills and associated activities that are designed to establish reasonable limitations, safeguards, and mitigate negative impacts on the surrounding properties.

8.2. Applicability. This Section 8 applies to the place of business or establishment which is maintained, operated or used for disposal of solid waste located within Santa Fe County.

8.3. Operational Standards and Requirements.

8.3.1 Operating Permit. A Solid Waste permit shall be obtained from the New Mexico Environmental Improvement Board per Title 20, Chapter 9, Part 3 of the New Mexico Statutes. The permit shall be submitted prior to obtaining a Conditional Use Permit.

8.3.2. Access. Adequate and available access is required per Section 7.4 (Access and Easements) of the SLDC.

8.3.3. Visual Screening Measures. Visual screening is required per Section 7.6 (Landscaping and Buffering) of the SLDC plus the following standards.

8.3.3.1 General. The view from all public roads, rivers, and adjoining

residential areas shall be screened.

8.3.3.2. Buildings. All buildings' design, scale, and location shall reduce the visibility from off site.

8.3.3.3. Surrounding Vegetation. Any vegetation on site that can act as screening of the extraction area shall be preserved.

8.3.4. Lighting. All Landfills must comply with Section 7.8 (Lighting) of the SLDC.

8.3.5. Signs. All development must comply with Section 7.9 Signs of the SLDC.

8.3.6. Parking and Loading. All landfills must meet the parking and loading requirements in Section 7.10 (Parking and Loading) of the SLDC.

8.3.7. Hazardous Materials. Any fuel, explosives, or other hazardous materials stored on the site shall be contained within an impoundment structure. The impoundment structure shall be set back a minimum of 300 feet from any property boundary.

8.3.8. Protection of Historic and Archaeological Resources. Any landfill development shall submit an archaeology report conforming to the requirements of Section 7.16 (Protection of Historic and Archaeological Resources) of the SLDC.

8.3.9. Terrain Management. Requirements of Section 7.17 (Terrain Management) of the SLDC shall be met.

8.3.9.1. Grading and Erosion Control. In addition to the Terrain Management requirements of the SLDC, drainage and erosion control shall comply with the following:

1. Removal of Organic Materials. Fill areas shall be properly prepared by removing organic materials, such as vegetation and rubbish, and any other material which is detrimental to the proper compaction of the site or not otherwise conducive to the stability of the site.

2. Site Vegetation Removal and Revegetation. The removal of existing vegetation shall not occur more than 30 days prior to the commencement of grading, and permanent revegetation shall be commenced as soon as practical after the completion of grading. Site specific native seed mixtures shall be used to revegetate all disturbed areas with the exception of landscaped areas if any. Mulching shall be used in order to assure vegetation growth.

3. Topsoil, Stripping, Stockpiling, and Redistribution. The existing topsoil shall be stripped and stockpiled on site for redistribution over the completed final grade.

4. Cut and Fill Slopes. Cut and fill slopes shall be graded to a slope no steeper than 2:1, or 50%, to allow for permanent revegetation or landscaping unless a retaining wall is used or a steeper slope is approved by the County. The County may require the submission of a detailed engineering report and analysis prepared by a professional engineer or landscape architect relative to the safety of such cuts and fills, if necessary considering soil type, soil stability, and any proposed structures.

8.3.9.2. Sediment and erosion control. Practices for sediment and erosion control shall be designed, constructed and maintained to prevent additional contribution of sediment to streams, lakes, ponds, or any land outside the permit area. Where applicable, sediment and erosion control measures to prevent degradation of the environment shall consist of the utilization of proper reclamation methods and sediment control practices including, but not limited to:

1. grading the back-fill material to reduce the rate and volume of run-off;
2. retaining sediment within the pit and disturbed area; and,
3. establishing temporary vegetation, mulch, or other soil stabilization application on areas that will remain subject to erosion for a period of 6 months.

8.3.10. Air Quality and Noise.

8.3.10.1. The requirements of Section 7.21 (Air Quality and Noise) of the SLDC shall be met.

8.3.10.2. Noise Study. A noise study showing the projected noise from the specific equipment to be used is required to be submitted with the application.

8.3.11. Setbacks.

8.3.11.1. The refuse and salvage material shall be at least 300 feet from all property lines and 500 feet from all public road rights-of-way, public recreational easements, and environmentally sensitive lands.

8.3.11.2. The site shall be located at least one-quarter mile from any existing dwelling or land subdivided for residential development.

8.3.11.3. Vegetation within the setbacks from the property boundary shall be preserved and supplemented, as necessary, for mitigation of negative impacts. Existing native vegetation on the entire operation site shall be preserved to the maximum extent possible

8.3.12. Protection From Trespassing. The proposed use shall be fenced in accordance with the standards in Section 7.7. (Fences and walls) of the SLDC for health and safety protection.

8.3.13. Analysis of Landfills in the County. An analysis of the existing capacity, the remaining life, and the need for a new major solid waste disposal site shall be submitted with the application.

Section 9. Regulations for Junkyards.

9.1. Purpose; Intent. The purpose of this Section is to establish operational, location, and general standards for junkyards and associated activities that are designed to establish reasonable limitations, safeguards, and mitigate negative impacts on the surrounding properties.

9.2. Applicability. This Section 9 applies to the place of business or establishment which is maintained, operated or used for storing, keeping, buying or selling junk or scrap, or for the maintenance or operation of a motor vehicle graveyard located within Santa Fe County.

9.3. Operational Standards and Requirements.

9.3.1. Access. Adequate and available access is required per Section 7.4 (Access and Easements) of the SLDC.

9.3.2. Visual Screening Measures. Visual screening is required per Section 7.6 (Landscaping and Buffering) of the SLDC plus the following standards:

9.3.2.1. General. The view from all public roads, rivers, and adjoining residential areas shall be screened.

9.3.2.2. Buildings. All buildings' design, scale, and location shall reduce the visibility from off site.

9.3.2.3. Surrounding Vegetation. Any vegetation on site that can act as screening of the extraction area shall be preserved.

9.3.3. Lighting. All junkyard developments must comply with Section 7.8

(Lighting) of the SLDC.

9.3.4. Signs. All junkyard development must comply with Section 7.9 (Signs) of the SLDC.

9.3.5. Parking and Loading. All junkyards must comply with Section 7.10 (Parking and Loading) of the SLDC.

9.3.6. Hazardous Materials. Any fuel, explosives, or other hazardous materials stored on the site shall be contained within an impoundment structure.

9.3.7. Protection of Historic and Archaeological Resources. Any application for a junkyard development shall submit an archaeological report conforming to the requirements of Section 7.16 (Protection of Historic and Archaeological Resources) of the SLDC.

9.3.8. Terrain Management. Requirements of Section 7.17 (Terrain Management) of the SLDC shall be met.

9.3.9. Air Quality and Noise.

9.3.9.1. The requirements of Section 7.21 (Air Quality and Noise) of the SLDC shall be met.

9.3.9.2. Noise Study. A noise study showing the projected noise from the specific equipment to be used is required to be submitted with the application.

9.3.10. Setbacks.

9.3.10.1. The refuse and salvage material shall be at least 300 feet from all property lines and 500 feet from all public road rights-of-way, public recreational easements, and environmentally sensitive lands.

9.3.10.2. Vegetation within the setbacks from the property boundary shall be preserved and supplemented, as necessary, for mitigation of negative impacts. Existing native vegetation on the entire operation site shall be preserved to the maximum extent possible

9.3.11. Protection From Trespassing. The proposed use shall be fenced in accordance with the standards in Section 7.7. (Fences and walls) of the SLDC for health and safety protection.

Section 10. Regulations for Sand and Gravel Extraction.

10.1. Purpose; Intent. The purpose of this Section 10 is to establish operational, location, reclamation and general standards for gravel processors and associated extraction activities that are designed to establish reasonable limitations, safeguards,

mitigate negative impacts on the surrounding properties, and provide controls for the conservation of natural resources and rehabilitation of land.

10.2. Applicability.

10.2.1. This Section 10 applies to the extraction and processing of any sand and gravel extraction operation that affect 10 acres or more of land and extract more than 20,000 tons of earth materials, or which utilize blasting. Small, incremental increases of an approved extraction operation by the same owner or operator that effectively avoid the application and approval requirements of this ordinance are prohibited. No applicant, operator or owner who has been granted an approval to operate a sand and gravel extraction operation of less than 10 acres of land or less than 20,000 tons of earth material shall be granted approval to operate an expanded or similar extraction operation on the same or contiguous property where the total of any additional operation increases the extraction operation to one in excess of 10 acres of land or to one in excess of 20,000 tons of earth material. Instead, any such additional operation shall require application and processing under this Ordinance.

10.2.2. Sand and gravel extraction and processing includes any rock quarrying or gravel removal, stockpiling, or processing. Any screening, crushing, gravel recycling, washing, or stockpiling of aggregate, in concert or by itself, constitutes gravel processing.

10.2.3. This Section 10 does not apply to:

10.2.3.1. Decorative building materials naturally exposed at the surface of the earth.

10.2.3.2. Basements and footings of a building, or retaining walls .

10.2.3.3. Sand and gravel operations that are less than 10 acres in size and extract less than 20,000 tons of earth materials and which does not utilize blasting, this is regulated by Article XI of the Land Development Code.

10.2.3.4. Mineral Exploration and Extraction regulated by Article III, Section 5 of this Ordinance.

10.3. Operational Standards and Requirements.

10.3.1. State and Federal Permits. All sand and gravel extraction operations shall submit all required state permits, FEMA and or Army Corps of Engineers permits with the Conditional Use Permit.

10.3.2. Hours of Operation. Hours of operation are limited to the period between sunrise or 7:00 a.m. whichever is latest, and sunset or 6:00 p.m., whichever is earliest, Monday through Saturday.

10.3.3. Water Services Availability. A Water Service Availability Report shall be submitted with the application per Section 6.5 (Water Service Availability Report) of the SLDC.

10.3.3.1. No sand and gravel operation may use potable water from a community water system.

10.3.3.2. Extraction and filling of a reservoir shall not infringe on downstream appropriator's water rights.

10.3.4. Project Traffic Impacts and Road Standards.

10.3.4.1. All roads carrying sand and gravel related traffic shall conform to the requirements of Section 7.11 (Road Design Standards) of the SLDC.

10.3.4.2. Transportation Facility Improvements. An analysis of all roads accessing the site shall be submitted to the County with detailed information concerning the ability of the roads to adequately support the projected traffic, including potential weight of vehicles for 20 years, or the life of the sand and gravel extraction operation. Cost of all required improvements, on and off-site, shall be borne entirely by the applicant.

10.3.4.3. The Board of County Commissioners may establish a maximum size and number of truck trips allowed to enter and exit a processing location where needed to:

1. avoid a reduction in the level of service for all access roads and roads within the study area as provided in the Traffic Impact Analysis (TIA) the time of application;
2. to avoid the deterioration of all access roads; and
3. to otherwise comply with Section 6.6 of the SLDC.

10.3.4.4. Traffic Counts. Traffic counts at the entrance of the operation shall be presented at the annual review of the operation's permit.

10.3.4.5. Designation of Construction and Haul Routes. Truck haul and traffic routes shall avoid residential areas, commercial areas, environmentally and visually sensitive areas, schools and other civic buildings, municipalities, and already congested locations where possible. Alternative routes shall also be identified.

1. Timing of truck traffic may be limited by the BCC.

2. Applicant shall submit a fugitive dust plan, and prevent loss of loads and fugitive dust.

10.3.5. Project description. The applicant shall provide a detailed statement describing the project including:

10.3.5.1. The amount and type of materials to be excavated;

10.3.5.2. Duration of the excavation activity and reclamation activity;

10.3.5.3. The proposed method of excavation;

10.3.5.4. The amount of fill to remain on site; and

10.3.5.5. A statement from a New Mexico professional engineer indicating the type of soil to be excavated and their suitability for road and structural fill construction.

10.3.6. Access. Adequate and available access is required per Section 7.4 (Access and Easements) of the SLDC.

10.3.7. Visual Screening Measures. Visual screening is required per Section 7.6 Landscaping and Buffering of the SLDC plus the following standards.

10.3.7.1. General. The view from all public roads, rivers, and adjoining residential areas shall be screened.

10.3.7.2. Buildings. All buildings' design, scale, and location shall reduce the visibility from off site.

10.3.7.3. Surrounding Vegetation. Any vegetation on site that can act as screening of the extraction area shall be preserved.

10.3.7.4. For all proposed extraction areas of greater than 10 acres, the extraction shall be designed in phases in order to minimize the visual impact.

10.3.8. Lighting. All Sand and Gravel developments must comply with Section 7.8 (Lighting) of the SLDC.

10.3.9. Signs. All development must comply with Section 7.9 (Signs) of the SLDC, but are limited to one address/identification sign and directional signs of 4 square feet.

10.3.10. Parking and Loading. All Sand and Gravel extraction must comply with Section 7.10 (Parking and Loading) of the SLDC.

10.3.11. Hazardous Materials. Any fuel, explosives, or other hazardous materials stored on the site shall be contained within an impoundment structure.

10.3.12. Wildlife. Protection is required for critical environmental resources including wetlands, riparian areas, and important wildlife habitats.

10.3.12.1. Any modification of the terrain within a floodplain area shall be environmentally sound and will not result in net loss of wildlife habitat.

10.3.12.2. All gravel processing shall be limited to locations and times of year that ensure no significant negative impacts to federally listed endangered species.

10.3.12.3. No sand and gravel development can interrupt a wildlife corridor.

10.3.13. Protection of Historic and Archaeological Resources. Any application for sand and gravel extraction shall submit an archaeological report conforming to the requirements of Section 7.16 (Protection of Historic and Archaeological Resources) of the SLDC.

10.3.14. Terrain Management. Requirements of Section 7.17 (Terrain Management) of the SLDC shall be met.

10.3.14.1. Grading and Erosion/Sediment Control. In addition to the Terrain Management requirements of the SLDC, drainage and erosion control shall comply with the following:

1. Removal of Organic Materials. Fill areas shall be properly prepared by removing organic materials, such as vegetation and rubbish, and any other material which is detrimental to the proper compaction of the site or not otherwise conducive to the stability of the site.

2. Site Vegetation Removal and Revegetation. The removal of existing vegetation shall not occur more than 30 days prior to the commencement of grading, and permanent revegetation shall be commenced as soon as practical after the completion of grading. Site specific native seed mixtures shall be used to revegetate all disturbed areas with the exception of lawn and landscaped areas if any. Mulching shall be used in order to assure vegetation growth.

3. Topsoil, Stripping, Stockpiling, and Redistribution. The existing topsoil shall be stripped and stockpiled on site for redistribution over the completed final grade.

4. **Cut and Fill Slopes.** Cut and fill slopes shall be graded to a slope no steeper than 2:1, or 50%, to allow for permanent revegetation or landscaping unless a retaining wall is used or a steeper slope is approved by the County. The County may require the submission of a detailed engineering report and analysis prepared by a professional engineer or landscape architect relative to the safety of such cuts and fills, if necessary considering soil type, soil stability, and any proposed structures.

10.3.14.2. Sediment and Erosion Control. Practices for sediment and erosion control shall be designed, constructed and maintained to prevent additional contribution of sediment to streams, lakes, ponds, or any land outside the permit area. Where applicable, sediment and erosion control measures to prevent degradation of the environment shall consist of the utilization of proper reclamation methods and sediment control practices including, but not limited to:

1. grading the back-fill material to reduce the rate and volume of run-off;
2. retaining sediment within the pit and disturbed area; and,
3. establishing temporary vegetation or mulch on areas that will remain subject to erosion for a period of 6 months.

10.3.15. Air Quality and Noise.

10.3.15.1. The requirements of Section 7.21 (Air Quality and Noise) of the SLDC shall be met, however only a preliminary air quality report is required for submittal with the application. Once approved, a final air quality permit is required prior to commencement of any activity on the site.

10.3.15.2. Noise Study. A noise study showing the projected noise from the specific equipment to be used is required to be submitted with the application.

10.3.15.3. Fugitive Dust Control Permit. A Fugitive Dust Control Plan shall be prepared in compliance with the Fugitive Dust Regulation 20.11.20 NMAC.

10.3.16. Blasting Plan. A blasting plan shall be submitted with the application and for any future blasting after the initial blast.

10.3.16.1. The plan shall be created by a qualified blasting firm who is

knowledgeable with State of New Mexico requirements and National Fire Protection Association (NFPA) 495.

10.3.16.2. Blasting may only be conducted during the hours of operation in Section 10.3.2. above.

10.3.16.3. The blasting plan shall identify the maximum number of holes to be shot each occurrence, the type of explosive agent, maximum pounds per delay, method of packing, type of initiation device to be used for each hole, blasting schedule and establish noise and vibration standards.

10.3.17. Monitoring Report. The applicant shall monitor all blasting and record all noise and vibration levels. The report shall be submitted to the Land Use Administrator within five (5) working days of blasting.

10.3.18. Setbacks.

10.3.18.1. 500 feet from all property lines.

10.3.18.2. 500 feet from all public road rights-of-way, public recreational easements, and environmentally sensitive lands.

10.3.18.3. One quarter mile from residential structures.

10.3.18.4. Vegetation within the setbacks from the property boundary shall be preserved and supplemented, as necessary, for mitigation of negative impacts. Existing native vegetation on the entire operation site shall be preserved to the maximum extent possible

10.3.19. Protection From Trespassing. The proposed use shall be fenced in accordance with the standards in Section 7.7. (Fences and walls) of the SLDC for health and safety protection.

10.3.20. Height. Any equipment used for sand and gravel extraction must meet the height standards for the zoning district in which it is located. Height shall be measured from existing grade prior to commencement of any grading activity on the site, and shall also conform to the height measurement requirements of Section 7.17.9.3 of the SLDC.

10.3.21. Activities in or Near Water Bodies.

10.3.21.1. Prior to Approval of Reclamation Study. In no case shall a location and time of excavation be approved that may have negative impacts on any state or federally designated endangered or threatened species, or critical habitat.

10.3.21.2. Uncontrolled/Natural Watercourses. When working near uncontrolled, or naturally flowing, watercourses, the proposed operation shall be conducted in a manner that improves fisheries and waterfowl habitat.

10.3.21.3. Minimum Buffer. A minimum 100 foot buffer of natural vegetation between the water's edge and any plant site is required.

10.3.21.4. No Negative Impact. No extraction is permitted that is deemed by the County to have a negative impact on the water body.

10.3.22. Phasing. All phases shall be clearly staked prior to commencement of any activity on the property. The applicant must GPS all stakes.

10.3.22.1. Only one phase of the development shall be excavated at a time.

10.3.23. Reclamation Plan and Bond. A reclamation plan shall be provided that is designed and certified by a New Mexico registered engineer or landscape architect, and meets the reclamation standards specified below in Section 10.3.24. The plan shall restrict extraction operations to areas of workable size so that no area is left inactive and unreclaimed for more than 60 days, unless approved by the DCI Permit. The plan shall specify any phasing of reclamation and estimate the cost of the entire reclamation project. A bond shall be posted to implement the reclamation plan at 125% of expected cost of the reclamation. The bond amount shall be reviewed annually, as part of the annual review of the DCI Permit, for the purpose of up-dating the bond amount in accordance with any changing costs of reclamation. The reclamation plan does not replace a landscape plan that may be required for any subsequent development of the gravel processing and extraction site.

10.3.24. Reclamation Standards. The reclamation plan shall comply with the following standards:

10.3.24.1. General. Reclamation shall restore land areas to a condition suitable for new land uses. Wildlife habitat shall be restored in a manner comparable or better, to the habitat conditions that existed prior to the gravel operation. In general, all slopes shall be graded to 3:1 or flatter to promote revegetation.

10.3.24.2. Grading. Disturbed areas shall be re-graded to blend into and conform to the general natural form and contours of the adjacent areas.

10.3.24.3. Revegetation of all disturbed areas is required. The plan shall describe the vegetation prior to any grading of the site and shall demonstrate how the site will be returned to its original, or better vegetated condition.

10.3.23.4. Mining operations shall be allowed to progress so long as the previous phases have been reclaimed within 6 months after the commencement of the new phase. Reclamation shall commence within 30 days of the commencement of a new phase of extraction.

10.3.25. Existing Sand and Gravel Extraction Uses.

Any sand and gravel extraction use existing prior to adoption of the Land Development Code (January 1, 1981) and having been continuously in operation, may continue operations and may expand up to 125% of the area currently and formerly mined on that parcel. Any sand and gravel extraction use approved by the County prior to the adoption of this Ordinance may continue operations in accordance with their final County approvals. Any new phase proposed, but not previously approved, shall comply with this Ordinance.

10.3.25. Annual Operating Plan and Monitoring Report.

10.3.25.1. An annual operating plan and monitoring report, capable of audit, shall be prepared and submitted to the Land Use Administrator by January 31st each year. The report shall summarize the operations of the previous year including number of truck trips and sizes of trucks, area mined, quantities mined, amount of area undergoing reclamation, the success of reclamation, and any violations.

10.3.25.2. For the first three years, the report shall be reviewed at a public hearing with the Board of County Commissioners. After the third year, the Board may allow the report to be reviewed administratively by the Land Use Administrator and brought to the Board when the Land Use Administrator has determined a significant change in operations has occurred, or circumstances have changed warranting reevaluation of the DCI permit.

Section 11. Application Fee.

Each application for a DCI Overlay District shall be accompanied by a nonrefundable application fee in the amount set forth in Appendix A.

Section 12 . Severability.

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

Section 13. Effective Date.

This Ordinance shall become effective thirty (30) days following recordation in the Office of the County Clerk.

**THE BOARD OF COUNTY COMMISSIONERS
OF SANTA FE COUNTY**

By _____
ROBERT A. ANAYA, Chair

ATTEST:

GERALDINE SALAZAR, County Clerk

APPROVED AS TO FORM:

GREGORY S. SHAFFER, County Attorney

APPENDIX A
APPLICATION FEES

Application for a DCI Overlay Zone: \$7,500

Application for a DCI Conditional Use Permit: \$5,000

Inspection Fees:

Initial Inspection:	\$500
Pre-Final inspections:	\$350
Final Inspections:	\$500
Courtesy inspection:	\$300

DRAFT 6.30.2015

THE VOICE OF AMERICA'S COUNTIES

NACo

EXHIBIT

5

State Association Fact Sheet New Mexico

State Association Information

New Mexico Association of Counties
Steve Kopelman
Executive Director
444 Galisteo St.
Santa Fe, NM 87501
Phone: (505)983-2101
Fax: (505)983-4396

Current President

Paula Garcia

Conference Information

79th NMAC Annual Conference
June 17 – 19, 2015
Albuquerque Convention Center
Bernalillo County, N.M.

NACo Board of Directors

Tyler Massey
Treasurer
Hidalgo County

Elizabeth Stefanics
Commissioner
Santa Fe County

NACo Officials/Staff Attending

Riki Hokama
President

Emilia Istrate
Director of Research

NACo Information

Membership Status - 100.00%
33 Counties
33 Members

State Governor

Susana Martinez (R)

Federal Representation

Senate

Martin Heinrich (D - NM)
Tom Udall (D - NM)

House

Michelle Lujan Grisham (D - NM)
Ben Ray Lujan (D - NM)
Stevan Pearce (R - NM)

NACo Program Endorsements

New Mexico Association of Counties

X	1. U.S. Communities
X	2. Deferred Comp (NRS)
X	3. County Reinsurance Limited
	4. NACo Prescription Discount Program
	5. NACo Health Discount Program
	6. NACo Dental Discount Program
	7. eConnectDirect

- 1. U.S. Communities
- 2. The NACo Deferred Compensation (Section 457) Program - A supplemental retirement savings program administered by Nationwide Retirement Solutions (NRS)
- 3. A reinsurance captive for county pooled insurance programs. NACo provides marketing support.

**79th New Mexico Association of Counties
Annual Conference
June 17th – 19th, 2015
Albuquerque, Bernalillo County
Preliminary Schedule**

Monday, June 15, 2015 (Preconference)

8:30 AM – 8:30 PM	NM EDGE	NMSU Campus Albuquerque
8:30 AM – 4:30 PM	Manager's Retreat - <i>CANCELLED</i>	
12:00 PM – 5:00 PM	ROADEO Move-in	<i>Tentative – Embassy Suites</i>

Tuesday, June 16, 2015 (Preconference)

7:30 AM – 1:30 PM	Annual Golf Tournament	UNM Championship Golf Course
8:00 AM – 4:00 PM	Exhibit Move-in	Albuquerque Convention Center
8:30 AM – 4:30 PM	NM EDGE	NMSU Campus Albuquerque
12:00 PM – 5:00 PM	Conference Registration	Albuquerque Convention Center
1:00 PM – 2:00 PM	Joint Pool Membership Meeting	Albuquerque Convention Center
2:15 PM – 5:00 PM	Workers' Comp Pool Membership	Albuquerque Convention Center
5:30 PM – 7:30 PM	Bernalillo County Reception	Isotopes Park (3 rd Base Gate)

Wednesday, June 17, 2015

8:00 AM – 5:00 PM	Conference Registration	Albuquerque Convention Center
8:00 AM – 5:00 PM	Exhibits Open	Albuquerque Convention Center
8:00 AM – 5:00 PM	ROADEO	Embassy Suites
8:30 AM – 11:30 AM	NM EDGE	NMSU Campus Albuquerque
8:30 AM – 10:00 AM	Concurrent Workshop #1 & #2	Albuquerque Convention Center

#1 Having an Allergic Reaction to Taxes? GRT Reform – A Crucial Step Toward Economic Development

#2 Miracle at the Bernalillo County Metropolitan Detention Center! How to Reduce Jail Population and Provide Meaningful Programs to Those in Need

10:30 AM – 11:45 AM	Concurrent Workshop #3 & #4	Albuquerque Convention Center
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#3 To Preempt or Not to Preempt? Why Local Government is Best Positioned to Protect the Health, Safety, and Welfare of its Citizens!

#4 How to Jumpstart Your Local Economy-Who Are You Going to Call? Economic Development Busters!

10:30 AM – 11:45 AM	Joint Affiliate Meeting: <i>Assessors/Treasurers</i>	Albuquerque Convention Center
1:00 PM – 2:15 PM	Opening Session	Albuquerque Convention Center
2:30 PM – 5:30 PM	Affiliate Meetings	Albuquerque Convention Center
2:30 PM – 5:30 PM	Joint Affiliate Meeting: <i>Attorneys/Commissioners/Detention/Managers</i>	Albuquerque Convention Center
6:30 PM – 10:30 PM	Countywide Event	Albuquerque Convention Center

Thursday, June 18, 2015

7:15 AM – 8:15 AM	Breakfast with Exhibitors	Albuquerque Convention Center
7:15 AM – 11:00 AM	Conference Registration	Albuquerque Convention Center
7:15 AM – 11:00 AM	Exhibits Open	Albuquerque Convention Center
8:00 AM – 11:00 AM	Affiliate Meetings	Albuquerque Convention Center
8:00 AM – 9:00 AM	Joint Affiliate Meeting: <i>Commissioners/Land Use/Managers</i>	Albuquerque Convention Center

9:00 AM – 9:30 AM	Joint Affiliate Meeting: <i>Commissioners/Public Works</i>	Albuquerque Convention Center
11:30 AM – 1:00 PM	Recognition Luncheon <i>(including NM EDGE Graduation Ceremony)</i>	Albuquerque Convention Center
1:30 PM – 5:00 PM	Affiliate Meetings	Albuquerque Convention Center
1:30 PM – 2:30 PM	Joint Affiliate Meeting: <i>Commissioners/Managers</i>	Albuquerque Convention Center
5:15 PM – 5:45 PM	Board of Directors Meeting	Albuquerque Convention Center
6:30 PM – 11:00 PM	President’s Awards Banquet	Albuquerque Convention Center

NATIONAL ASSOCIATION OF COUNTIES

NEW MEXICO MEMBER COUNTIES

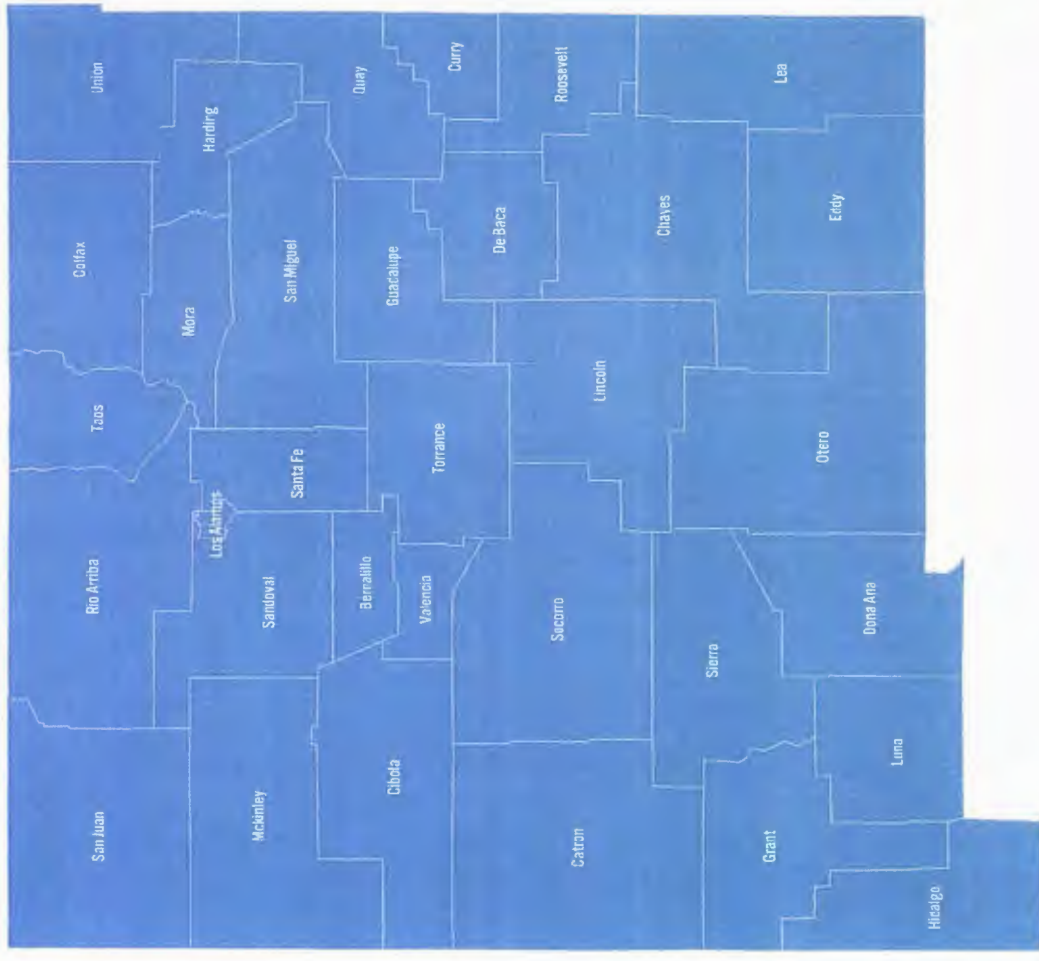


.....

33 of 33 counties are
NACo members • **100%**

.....

- member
- nonmember



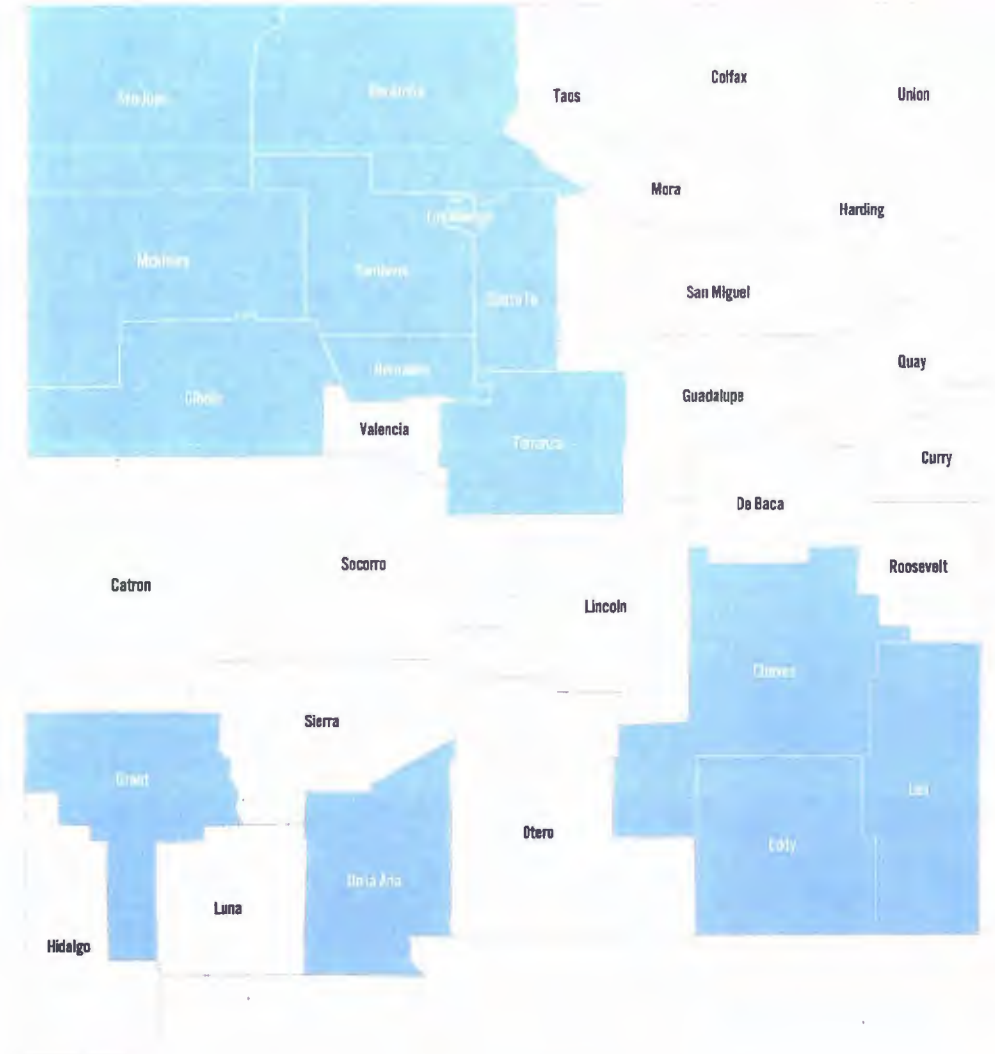
U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE

NEW MEXICO PARTICIPATING COUNTIES

OVER THE LAST
YEAR **NEW MEXICO**
COUNTIES SAVED AN
ESTIMATED **\$62,000**

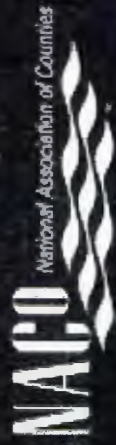
14 of 33 counties are
participating • **42.4%**

- participating
- not participating



NEW MEXICO AND MAP-21

IN NEW MEXICO, LOCAL GOVERNMENTS OWN:



WWW.NACo.ORG

UNDER MAP-21, THE FUNDING AVAILABLE FOR LOCALLY OWNED BRIDGES AND FEDERAL-AID HIGHWAYS

DECREASED BY 30%

FOR NEW MEXICO, THE FUNDING AVAILABLE FOR LOCALLY OWNED BRIDGES AND FEDERAL-AID HIGHWAYS

INCREASED BY 5%

FIX CRACKS IN FUNDING

New Mexico State Summary Report

County	NACo Member	Current Dues	2014 PILT	2014 SCAAP	2014 US Comm Savings	2014 SRS	2014 CDBG	2014 HOME
Bernalillo County	X	\$13,236	\$200,973	\$278,087	\$1,729	\$63,300	\$0	\$0
Catron County	X	\$450	\$636,506		\$0	\$2,089,708	\$0	\$0
Chaves County	X	\$1,313	\$3,067,778	\$5,797	\$2,883	\$46,541	\$0	\$0
Cibola County	X	\$544	\$1,805,780		\$7,856	\$420,551	\$0	\$0
Colfax County	X	\$450	\$158,022		\$0	\$63,086	\$0	\$0
Curry County	X	\$968	\$0	\$5,113	\$0	\$0	\$0	\$0
De Baca County	X	\$450	\$108,141		\$0	\$0	\$0	\$0
Dona Ana County	X	\$3,957	\$3,044,935		\$26,614	\$0	\$0	\$0
Eddy County	X	\$1,077	\$3,403,656		\$777	\$74,042	\$0	\$0
Grant County	X	\$590	\$2,061,555		\$2,671	\$734,034	\$0	\$0
Guadalupe County	X	\$450	\$156,731		\$0	\$0	\$0	\$0
Harding County	X	\$450	\$120,607		\$0	\$0	\$0	\$0
Hidalgo County	X	\$450	\$768,743		\$0	\$51,654	\$0	\$0
Lea County	X	\$1,295	\$1,081,056	\$17,739	\$1,470	\$0	\$0	\$0
Lincoln County	X	\$450	\$1,691,372		\$0	\$337,889	\$0	\$0
Los Alamos County	X	\$450	\$85,962		\$518	\$9,331	\$0	\$0
Luna County	X	\$502	\$1,906,263	\$4,551	\$0	\$0	\$0	\$0
McKinley County	X	\$1,430	\$883,217		\$4,598	\$309,957	\$0	\$0
Mora County	X	\$450	\$222,494		\$0	\$123,955	\$0	\$0
Otero County	X	\$1,276	\$3,121,124	\$9,781	\$0	\$595,597	\$0	\$0
Quay County	X	\$450	\$4,623	\$2,765	\$0	\$0	\$0	\$0
Rio Arriba County	X	\$805	\$2,195,446	\$6,236	\$2,706	\$1,780,503	\$0	\$0
Roosevelt County	X	\$450	\$27,568	\$3,949	\$0	\$0	\$0	\$0
San Juan County	X	\$2,492	\$2,208,656		\$787	\$0	\$0	\$0
San Miguel County	X	\$588	\$810,475		\$0	\$339,724	\$0	\$0
Sandoval County	X	\$1,937	\$2,382,945		\$5,305	\$411,312	\$0	\$0
Santa Fe County	X	\$2,883	\$698,926	\$40,705	\$4,466	\$150,519	\$0	\$0
Sierra County	X	\$450	\$1,203,605	\$1,504	\$0	\$280,102	\$0	\$0
Socorro County	X	\$450	\$1,407,754		\$0	\$663,300	\$0	\$0
Taos County	X	\$656	\$1,654,881		\$0	\$574,548	\$0	\$0
Torrance County	X	\$450	\$328,267		\$236	\$163,192	\$0	\$0
Union County	X	\$450	\$151,090		\$0	\$0	\$0	\$0

County	NACo Member	Current Dues	2014 PILT	2014 SCAAP	2014 US Comm Savings	2014 SRS	2014 CDBG	2014 HOME
Valencia County	X	\$1,403	\$78,754	\$4,020	\$0	\$20,620	\$0	\$0
		\$43,702.00	\$37,677,905	\$380,247	\$62,616	\$9,303,467	\$0	\$0
Total Members: 33								
Member Dues: \$43,702.00								

Payments In Lieu of Taxes(PILT) are Federal payments to local government which have certain Federal lands within their boundaries because the Federal government does not pay local or state property taxes on land its owns. The program is administered by the Department of the Interior through the Bureau of Land Management (BLM). BLM's responsibility is to calculate the payments according to the formulas established by law and distribute the funds appropriated by Congress.

State Criminal Alien Assistance Program (SCAAP) is administered by the Bureau of Justice Assistance (BJA) in conjunction with the Bureau of Immigration and Customs Enforcement (ICE), Department of Homeland Security. SCAAP provides federal payments to States and localities that incurred correctional officer salary costs for incarcerating undocumented criminal aliens with at least one felony or two misdemeanor convictions for violations of State or local law, and incarcerated for at least 4 consecutive days during the reporting period.

Formula Allocations for CDBG Urban Counties and HOME Consortiums led by a County

These two programs serve as the nation's primary vehicles through which local governments address housing and community development needs. Each year, counties receive CDBG and/or HOME funds via either a direct formula allocation or through their state governments. Direct funding from CDBG is distributed to qualified large urban counties with populations of 200,000 persons or more outside of the central city. Counties receive direct funding through HOME as the lead participating member of a consortium. Counties that do not directly receive funds through the CDBG and HOME formula allocations may receive funding through their state governments.

Secure Rural Schools and Community Self-Determination Act (SRS) was enacted to provide transitional assistance to rural counties affected by the decline in revenue from timber harvests on federal lands. In FY 2008, the Forest Service distributed more than \$477 million to 41 states and Puerto Rico for improvements to public schools, county roads and forest stewardship projects. The current authorization provides funding through FY 2011.

NACo Committee Members
New Mexico

county	member	position	end date
Healthy Counties Initiative Advisory Board			
Santa Fe County	Elizabeth Stefanics Commissioner Email: lstefanics@santafecountynm.gov	Member	07/31/2015
Next Generation NACo Network			
Sandoval County	Laura Montoya Treasurer Email: lmontoya@sandovalcountynm.gov	Member	
New Mexico Association of Counties	Joy Esparsen Intergovernmental Relations Director Email: jesparsen@nmcounties.org	Member	
New Mexico Association of Counties	Susan Mayes Executive Services Manager Email: smayes@nmcounties.org	Member	
Luna County	Berenda McWright Chief Deputy Clerk Email: berenda_mcwright@lunacountynm.us	Member	
Veterans and Military Services Committee			
Cibola County	Lloyd Felipe Commissioner Email: lloyd.felipe60@yahoo.com	Member	07/31/2015
RAC Steering Committee			
Cibola County	Lloyd Felipe Commissioner Email: lloyd.felipe60@yahoo.com	Member	
McKinley County	Anthony Dimas Director of Emergency Management Email: oem@co.mckinley.nm.us	Member	
NACo Board of Directors			
Santa Fe County	Elizabeth Stefanics Commissioner Email: lstefanics@santafecountynm.gov	Board Member	07/31/2015
Hidalgo County	Tyler Massey Treasurer Email: hctreasurer@aznexus.net	Board Member	07/31/2015
Membership Committee			
McKinley County	Carol Bowman-Muskett Commissioner, Chair Email: cbmuskett@gmail.com	Member	
Programs and Services Committee			
Sandoval County	Laura Montoya Treasurer Email: lmontoya@sandovalcountynm.gov	Vice Chair	07/31/2015

Programs and Services Committee

Cibola County	Lloyd Felipe Commissioner Email: lloyd.felipe60@yahoo.com	Member	07/31/2015
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Agriculture and Rural Affairs Steering Committee

Taos County	Stephen Archuleta County Manager Email: stephen.archuleta@taoscounty.org	Member	07/31/2015
Cibola County	Lloyd Felipe Commissioner Email: lloyd.felipe60@yahoo.com	Agriculture and Food Safety	07/31/2015
Curry County	Wendell Bostwick Commissioner Email: wendellbostwick@gmail.com	Member	07/31/2015
Taos County	Gabriel Romero Commissioner Email: commgabe@gmail.com	Member	07/31/2015
Valencia County	Jhonathan Aragon Commissioner Email: jhonathanjr@hotmail.com	Member	07/31/2015
Sierra County	Kenneth Lyon Commissioner, Chair Email: klyon@sierraco.org	Member	07/31/2015
Quay County	Janie Hoffman Chief Deputy Assessor Email: janiehoffman63@yahoo.com	Member	07/31/2015
San Miguel County	Leslie Montoya County Manager Email: smcmanager@smcounty.net	Member	07/31/2015

Community, Economic and Workforce Development Steering Committee

Dona Ana County	Julia Brown County Manager Email: juliab@donaanacounty.org	Member	07/31/2015
Sandoval County	Glenn Walters Commissioner Email: gwalters@sandovalcountynm.gov	Member	07/31/2015
Sandoval County	Dianne Maes Director of County Business Development Email: dmaes@sandovalcountynm.gov	Member	07/31/2015

Environment, Energy and Land Use Steering Committee

Lea County	Rebecca Long Commissioner	Member	07/31/2015
Lea County	Michael Gallagher County Manager Email: mgallagher@leacounty.net	Member	07/31/2015
Eddy County	Gemma Ferguson Assessor Email: gemma@co.eddy.nm.us	Member	07/31/2015
Eddy County	Rick Rudometkin County Manager Email: rrudometkin@co.eddy.nm.us	Member	07/31/2015

Finance, Pensions and Intergovernmental Affairs Steering Committee

Santa Fe County	Patrick Varela Treasurer	Member	07/31/2015
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6/10/2015

SFC CLERK RECORDED 07/31/2015

Bernalillo County	Email: pvarela@santafecountynm.gov Tanya Giddings County Assessor Email: tgiddings@bernco.gov	Member	07/31/2015
Curry County	Lance Pyle County Manager Email: lpyle@currycounty.org	Member	07/31/2015
Sandoval County	Laura Montoya Treasurer Email: lmontoya@sandovalcountynm.gov	Fiscal Policy and Pensions	07/31/2015
Health Steering Committee			
Santa Fe County	Elizabeth Stefanics Commissioner Email: lstefanics@santafecountynm.gov	Public Health and Healthy Communities	07/31/2015
Grant County	Elizabeth Allred AVP Finance Email: eallred@grmc.org	Member	07/31/2015
San Juan County	Elizabeth Gomez Indigent Health Care Coordinator Email: lgomez@sjcounty.net	Member	07/31/2015
Taos County	Clara Cordova Chief Deputy Treasurer Email: clara.cordova@taoscounty.org	Member	07/31/2015
Rio Arriba County	Lauren Reichelt Health & Human Services Director Email: lmreichelt@rio-arriba.org	Member	07/31/2015
Human Services and Education Steering Committee			
Chaves County	William Cavin Commissioner Email: wcavin@co.chaves.nm.us	Member	07/31/2015
Justice and Public Safety Steering Committee			
San Juan County	Thomas Havel Adult Detention Center Administrator Email: thavel@sjcounty.net	Member	07/31/2015
Curry County	Chet Spear Commissioner Email: cspear5@msn.com	Member	07/31/2015
New Mexico Association of Counties	Grace Philips Loss Prevention Attorney Email: gphilips@nmcounties.org	Member	07/31/2015
McKinley County	Anthony Dimas Director of Emergency Management Email: adimas@co.mckinley.nm.us	Member	07/31/2015
Los Alamos County	Sharon Stover County Clerk Email: sharon.stover@lacnm.us	Member	07/31/2015
Bernalillo County	Maggie Hart Stebbins Commissioner, Chair Email: MHStebbins@bernco.gov	Member	07/31/2015
New Mexico Association of Counties	Steve Kopelman Executive Director Email: skopelman@nmcounties.org	Member	07/31/2015
Public Lands Steering Committee			

Public Lands Steering Committee

Luna County	Ruben Diaz Commissioner Email: rjavier_diaz@lunacountynm.us	Member	07/31/2015
Luna County	Charles Jackson County Manager Email: charles_jackson@lunacountynm.us	Member	07/31/2015
Otero County	Susan Flores Commissioner Email: sflores@co.otero.nm.us	Member	07/31/2015
Chaves County	Robert Corn Commissioner Email: rcorn@co.chaves.nm.us	Member	07/31/2015

Transportation Steering Committee

Curry County	Tim Ashley Commissioner Email: timlashley@msn.com	Member	07/31/2015
Santa Fe County	Robert Anaya Commissioner, Chair Email: ranaya@santafecountynm.gov	Member	07/31/2015
Bernalillo County	Wayne Johnson Commissioner Email: kbrown@bernco.gov	Member	07/31/2015

Immigration Reform Task Force

Santa Fe County	Elizabeth Stefanics Commissioner Email: lstefanics@santafecountynm.gov	Member	07/31/2015
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STATE SUMMARY OF COUNTY TRANSPORTATION FUNDING AND FINANCE

NEW MEXICO COUNTIES

FUNDING SOURCES FOR COUNTY TRANSPORTATION PROJECTS

From State Funds:

- Counties receive a portion of the revenues from a special fuel excise tax levied by the state, and motor vehicle rental taxes and fees imposed by state, both of which are channeled to counties through the local government's road fund for local road projects and maintenance.
- Each county receives a portion of the proceeds from state taxes and fees on motor vehicles. Some of these proceeds are channeled to counties through the local government's road fund according to its distribution formula, while others are distributed directly to each other according to the number of motor vehicles it registers and the total length of roadways for which it is responsible for maintenance.
- The New Mexico Department of Transportation Local Government Road Fund (LGRF) is a transportation fund that consists of four programs:
 - Cooperative Agreements: 42%
 - School Bus Routes: 16%
 - County Arterial Program: 26%
 - Municipal Arterial Program: 16%
- The LGRF Cooperative Program breakdown of funding:
 - Municipal: 49%
 - County: 33%
 - School District: 14%
 - Others: 4%

From Federal Funds:

- Twenty-two (22) of New Mexico's 33 counties get funding through the Secure Rural and Community Self-Determination (SRS) Act.

Share of County Owned Road Miles Out of Public Roads Statewide	58%
Share of County Owned Bridges Out of Public Bridges Statewide	9%
Share of Structurally Deficient Bridges Out of County Owned Bridges	17%

COUNTY FINANCIAL AUTHORITY

	County Authority	Limitations
Levy Property Taxes	X	Counties have limitations on property tax rates.
Levy Personal Property Taxes	X	Must be at same rate as real property taxes.
Levy Local Option Sales Taxes	X	Counties have authority to impose (by referendum) three types of local option sales taxes
Levy a Local Gas Tax	X	Counties may levy a gas tax at rates of 1 or 2 cents per gallon. Counties may levy an additional 1 or 2 cents per gallon gas tax to pay for care of sick or indigent persons at a county hospital.
Charge a Motor Vehicle License or Registration Fee		
Form Special Districts for Transportation	X	Counties may create an improvement district and establish a road and street fund for tax revenue to finance infrastructure expansion in the district.

From County Funds:

- Counties' main source of revenues are from property taxes.
- Counties can impose three types of local option sales taxes:
 - Many counties impose a 1/8 percent County Gross Infrastructure Gross Receipts Tax, which can be used for repair, replacement, maintenance or operation of any county infrastructure improvements.
 - Many counties also impose a 1/4 percent County Capital Outlay Gross Receipts Tax, which can be used for construction, reconstruction, or improvement of roads, streets, or bridges.
 - Counties can also impose a 1/2 percent County Regional Transit Gross Receipts Tax.

COUNTIES FACE THE FOLLOWING CHALLENGES IN FUNDING AND FINANCING TRANSPORTATION PROJECTS

- Counties' main source of funding for roads and bridges is property tax. The state imposes limitations on increases in the property tax rates and assessment increases, which limit counties' ability generate revenues from increases in property values.
- Counties have too many unfunded mandates with limited revenue sources, and are forced to spread the little funds they have across all governmental functions. There is a high indigent population and over 50 percent of county funds go towards law enforcement and jails. Combined with challenges with the education system, transportation usually drops to the bottom of the ladder in terms of county funding.
- Counties are responsible for many rural roads because of the large size of the state. Additionally, there is virtually no public transportation system so roads are the only way people can get around.

DELIVERING UNCOLLECTED REVENUE



SUPPORT REMOTE SALES TAX LEGISLATION



NEW MEXICO

MFA UNCOLLECTED
REVENUE, 2013:

MFA
UNCOLLECTED REVENUE
2011-2013 GROWTH RATE:

ITFA
GRANDFATHER
PROVISION REVENUE, 2013:

ITFA REVENUE
2011-2013 GROWTH RATE:

STATE

\$274.8 M

9.9%

\$ 45.8 M

22.9%

NATIONAL

\$ 26.1 B

10.2%

\$514.5 M

34.0%

Congress should act now on this critical legislation for counties by enacting legislation similar to the Marketplace Fairness Act (MFA) that passed the Senate in 2013. Action to extend the Internet Tax Freedom Act (ITFA), which expires October 1, 2015, may provide an opportunity to move remote sales tax legislation.

- **MFA is not a new tax.** It would allow state and local governments to collect existing sales and use taxes on remote sales.
- MFA would enable state and local governments to collect sales taxes that are already owed each year that could be dedicated to providing important local services such as infrastructure, public safety, education and economic development.
- The ITFA was originally intended to be a temporary measure to provide a boost to the then-fledgling Internet. A temporary extension of the ITFA would preserve the intent of the original bill.

Source: NACo Analysis of data from U.S. Census Bureau, U.S. Bureau of Economic Analysis, Federal Communications Commission, University of Tennessee



MISSING REVENUE IS CRITICAL FOR SERVICES INCLUDING:



ROAD AND BRIDGE
MAINTENANCE



LAW
ENFORCEMENT



PUBLIC
HEALTH



EDUCATION



ECONOMIC
DEVELOPMENT



SOLID WASTE
DISPOSAL



ENVIRONMENTAL
COMPLIANCE

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25 MASSACHUSETTS AVENUE, NW SUITE 500 | WASHINGTON, DC 20001 | 202.393.6226 | FAX 202.393.2630

THE IMPACT OF CHANGING THE TAX-EXEMPT STATUS OF MUNICIPAL BONDS INTEREST

New Mexico

\$ 9.4 billion
State and local governments and authorities municipal bonds
for 21 infrastructure purposes, Value, 2003-2012

\$ 990.4 million
Estimated cost of a 28 percent cap proposal, 2003-2012

\$ 2.8 billion
Estimated cost of the repeal of the tax-exempt status
of municipal bond interest, 2003-2012

SOURCE: NACo analysis of Thomson Reuters February 2013 data

DATA NOTES

Amounts in excess of 1 million are rounded to the nearest decimal. Amounts in excess of 1 billion are rounded to the nearest decimal.

The cost by state reflects the cost to all municipal bond issuers in a state not only the cost to the state government.

The estimated cost of a 28 percent cap proposal is how much a state and other municipal bond issuers in a state would have had to pay additionally in interest for tax-exempt municipal bonds between 2003 and 2012 if a 28 percent cap were in place over the last 10 years. For more details on the methodology, please see the full report.

The estimated cost of the repeal of the tax-exempt status of muni bonds is how much a state and other municipal bond issuers in a state would have had to pay additionally in interest for tax-exempt municipal bonds between 2003 and 2012 if they were fully taxable over the last 10 years. For more details on the methodology, please see the full report.

The cost estimates are based on a limited set of long-term tax-exempt municipal bonds for 21 infrastructure purposes, not all tax-exempt municipal bonds.

The cost estimates are average effects based on historical market conditions. The cost of a 28 percent cap or a repeal in 2012 would have varied based on the size of an issuer, the credit rating of an issuer and the specific characteristics of each bond issuance.

**\$495.3
BILLION**
Estimated cost of the repeal of
the tax-exempt status of
municipal bond interest for the
21 largest infrastructure purposes,
excluding refunding, 2003-2012

**\$1.65
TRILLION**
Municipal bond issuances for the
21 largest infrastructure
purposes, excluding refunding,
2003-2012

Top 10 U.S. infrastructure purposes for muni bonds, 2003-2012:

SCHOOLS - \$514.1 BILLION

HOSPITALS - \$287.9 BILLION

WATER AND SEWER - \$257.9 BILLION

ROADS - \$178.0 BILLION

POWER UTILITIES - \$147.0 BILLION

FULL REPORT: www.naco.org/muni-bonds

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 [#munibonds](https://twitter.com/munibonds)

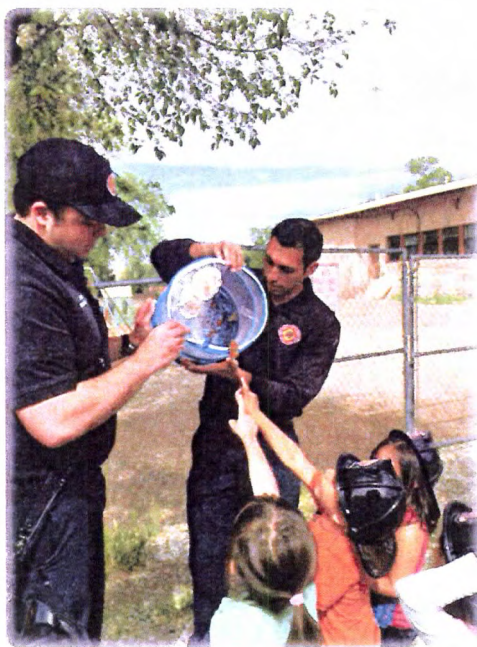






Santa Fe County Firefighters Association - IAFF Local 4366

The members of the Santa Fe County Firefighters Association are dedicated to serving the residents of Santa Fe County not just while on duty, but also by devoting their off-time to improving the lives of Santa Fe County residents through various community service and out reach programs. IAFF Local 4366 strives to reach out monthly, improving our county and indentifying residents in need of assistance. A strong community connection is important to our members, establishing an excellent place to live and work.



FF/EMT Locklin & FF/P Meyer at the Nambe Headstart Butterfly Release.

2015 Highlights

January – Wood Drive

February – Home Access Improvement: Ramp Build – Edgewood

April – Community Clean Up: County Road 62 – Agua Fria

May – Community Wellness Day – Edgewood

Upcoming:

June – Home Access Improvement: Stairs and Ramp Build – Nambe

July – Assisting resident fighting cancer: Yard cleanup & home help – Santa Fe

August – Santa Fe Youth Shelter: TBD



Wood Drive

In a joint effort between Santa Fe County Wildland Division, New Mexico State Trust Lands and the Santa Fe County Firefighters Association Local 4366, six cords of wood were delivered to families in need around the Santa Fe area. The wood was cut by the Santa Fe County Wildland Black Canyon Hand Crew in an effort to reduce fuel and create a healthier forest ecosystem in the San Pedro/Edgewood area. IAFF 4366 members then setup at the Santa Fe Boys and Girls Club splitting and distributing the wood to those in need. With the overwhelming success of this project, Local 4366 is expecting to distribute between 10-15 cords of this coming winter! Great work and thanks to everyone involved!



Ramp Build – Helping A Resident Return Home

Members of the Santa Fe County Firefighters Association IAFF Local 4366 donated their own time and knowledge to help out a community member in need. When an unfortunate medical event left him relying on a wheelchair, he was no longer able to access his home. With the generous donation of some materials from Hunter Building Supply in Edgewood, Local 4366 covered the additional cost of building supplies. 4366 members freely offered their own time, some after working the previous 72 hours, to build a safe and secure ramp to help a Santa Fe County resident return to his home.



Community Clean Up: County Road 62 – Agua Fria

Local 4366 members and family members cleaned up County Road 62 near Station 61. Roughly 20 bags of trash along with large pieces of cardboard and carpet were collected along County Road 62 from Romero Park to the intersection with West Alameda!

Local 4366 taking pride in our community!



Community Wellness Day: Edgewood

The Santa Fe County Firefighters Association was a proud participant in the Edgewood Community Wellness Day. Encouraging healthy habits, members from Local 4366 were present with equipment showcasing the rigors of firefighting. Bunker gear, a self-contained breathing apparatus, the famous steps from the step test as well as a CPR mannequin were all on hand for attendees to feel what it is like to be a firefighter.





Training

In May & June, over 80% of career staff attended non-mandatory trainings in rope rescue & swift water rescue, as well as extrication training. IAFF 4366 members greatly value the opportunity for continual training as well as the opportunity to advance skills in order to better serve Santa Fe County.



Company Officer Leadership: Relevant to the Community!

by Jeffery J. Smith

While my present position as a Chief Officer is in the fire service, that is not necessarily the source I have to admit I got a bit stumped. I was then going in to the major high school district's summer school for community education. The focus of the day was:

Since we were relevant to the community during disasters, structural and wildland fires, car accidents, medical emergencies and so on, but what part of the rest of society? How do we go about our everyday business and what makes what we do relevant to the community? What is our role in society?

So, the question of being relevant to the community for the next emergency situation we may be called to, and that's definitely benefiting the communities we serve. But how do the community know what we do? More importantly, do they think we're relevant part of the community?

It would make sense where we've responded to during an emergency that we're relevant to the community. Well, that's generally true, about 10% of the population.

So what about the other 90%? Do they think we're relevant or just a necessary evil, living off taxpayers and giving little back? And if that's what they think, how do we change their perception and increase relevant coverage of the community we serve?

By now, you've probably noticed I had a lot of questions and very few answers.

I am a big believer in community relevance from wherever I can expect—my own department, IAFF Local 243661.

My department captains see this as an important role, so when I started seeking feedback what the union members had done, a lot of the questions I was asking myself about community relevance were quickly answered. These members had taken their personal time and skill to start teaching out and helping some in the community with things the other union members couldn't do any better than.

For example, they had union members from restaurants, paramedics to firefighters. I had received a call to do a fire safety at a restaurant. This is a location that has a lot of fire risk, which is why the union and the ability to help out from a well-organized department and the union was so great.

When the union they did a lot of things to help out the community. In the past, a union would only go to the community and then go back to work. By the end of the day, the community would be left with a lot of things to do. The union would be the only one of these things to do.

With the union and the union, it's not a lot of things to do, but it was to the community and the union.

With that being said, I am a big believer in community relevance from wherever I can expect—my own department, IAFF Local 243661.

It's a lot of things to do, but it's not a lot of things to do, but it was to the community and the union.

They did a lot of things to help out the community. In the past, a union would only go to the community and then go back to work. By the end of the day, the community would be left with a lot of things to do. The union would be the only one of these things to do.

With the union and the union, it's not a lot of things to do, but it was to the community and the union.

It's a lot of things to do, but it's not a lot of things to do, but it was to the community and the union.

IAFF Local 243661

Good work, IAFF 4366. I'm proud to be associated with each and every one of you!

Mike Jaffe is a captain for the Santa Fe County (N.M.) Fire Department and chair of the IAFF's Corporate Officer Task Force.

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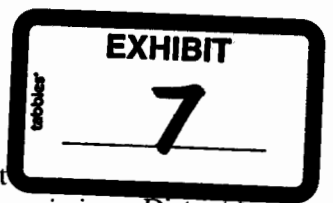
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Reviews

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(1/500 of 1050 characters remaining)



Dear Henry Robal, Commissioner District 1, Miguel M. Chavez, Commissioner District
Commissioner District 3, Kathy Holian, Commissioner District 4, and Liz Stefanics, Commissioner District 5,

We are pleased to present you with this petition affirming this statement:

"If the ordinance passes, residents will lose the ability to select their own waste hauler and will be obliged either to haul waste themselves or use the county-selected provider."

Attached is a list of individuals who have added their names to this petition, as well as additional comments written by the petition signers themselves.

Sincerely,
andrea hathorn

SFC CLERK RECORDED 07/31/2015

County Commissioners should be encouraging local businesses, not driving them out.

Karen Kraemer/Dan Breheny
Santa Fe, NM 87507
Jun 30, 2015

Moving to the county 4 months ago, I was shocked at the price of Waste Mgmt. after only paying \$14 a month in the city, Waste Mgmt was about \$50 + with no green waste collection or recycling. Went to a private hauler and only paying \$20. They will pick up green waste too. Either treat us like the city or leave us alone.

Cheryl Hansen
Santa fe, NM 87506
Jun 30, 2015

Maureen Cox
Santa Fe, NM 87505
Jun 30, 2015

Ryan Darr
Santa Fe, NM 87505
Jun 29, 2015

Sandra Pazanin
Santa Fe, NM 87507
Jun 29, 2015

Alan Natowitz
Santa Fe, NM 87505
Jun 29, 2015

Being a single owner, I go to the dump. BUT people should be able to choose which waste companies to use - WASTE PICKUP IS NOT A MONOPOLY!

Christopher D. Cordes
Santa Fe, NM 87506
Jun 29, 2015

What are you guys thinking. After years of frustration with Waste Management we finally have a small hauler who is reliable AND WILL RECYCLE! I am absolutely against this intrusion into the free market -- and I am a Socialist. This is just crazy.

Craig B Simpson
Santa Fe, NM 87505
Jun 29, 2015

David Tokach
Santa fe, NM 87507
Jun 29, 2015

Adan Cordova
Santa Fe, NM 87507
Jun 29, 2015

Karyn Lujan
Santa Fe, NM 87507
Jun 29, 2015

Karen Childers
Santa Fe, NM 87506
Jun 29, 2015

Vote No! Our current trash hauler – Ibarra - is about half the costly of Waste Management and offers recycling for those savings, whereas Waste Management does not. Moreover, Ibarra is many times more reliable and responsive than was Waste Management. Ibarra never missing a pick up on our hillside home throughout the last two winters. Waste management missed weeks in a row! More competitive locally owned and operated small businesses are the backbone of the Santa Fe economy. Awarding long-term exclusive contracts essentially drives would be competitors out of business and is anticompetitive at its core to the detriment of consumers. Moreover, large vendors, many based outside of Santa Fe, take Santa Fe dollars out of the greater Santa Fe area; further harming the local economy and jobs market.

James G. Knight MD
Santa Fe, NM 87505
Jun 29, 2015

alex garcia
Santa Fe, NM 87508
Jun 29, 2015

David M. Newcomb
Santa Fe, NM 87505
Jun 29, 2015

Lynn M Babcock
Santa Fe, NM 87507
Jun 29, 2015

Allyson Bennett-Martinez
Santa Fe, NM 87506
Jun 29, 2015

Laura Knight
Santa Fe, NM 87505
Jun 29, 2015

it is important to me to not have this ordinance pass.

eva
santa fe, NM 87507
Jun 29, 2015

Mahealani Randol
Santa Fe, NM 87505
Jun 29, 2015

Frances Kipnes
santa Fe, NM 87507
Jun 29, 2015

robert mcMorrow
santa fe, NM 87505
Jun 29, 2015

David Edwards
Santa Fe, NM 87507
Jun 29, 2015

Beverly Terry
Santa Fe, NM 78507
Jun 29, 2015

joan daw
santa fe, NM 87505
Jun 29, 2015

We have a right to choose our own services! This government intervention is becoming more and more annoying! What happened to freedom of choice? Perhaps we can remind you all about it at the next election!

Mary Ellen McMorroW
Santa Fe, NM 87505
Jun 29, 2015

W A Hudson
Santa Fe, NM 87505
Jun 29, 2015

I am very satisfied with the way things are now and with the Waste Hauler that provides us the best service.

Raymond R Garcia
Santa Fe, NM 87507
Jun 29, 2015

Waste Management in the past has been an unreliable contractor in the winter because of our steep roads. As many as four weeks without trash pickup.

Kent Roberts
Santa Fe, NM 87505
Jun 29, 2015

Cheryl Kurk
Santa Fe, NM 87506
Jun 29, 2015

We are very pleased with the private worker who collects our trash from an internal driveway and brings it to the local dump. We do not want large trucks hurting our communities roadways. We do not have the physical capacity to bring a trash barrel to the end of our drive to a road way collection point. We do not approve of any attempt to force us to deal with Waste Management.

Ignacio Villarreal
Santa Fe NM 87506, NM 87506
Jun 29, 2015

We live in a community with extensive dirt roads, the maintenance of which are paid for by the land owners. Trash trucks roar over these roads and create problems and additional expense for us all. Small private collects, you drive peacefully on our roads and driveways are a much more practical option. Besides, isn't it better to give business to numerous small enterprises and not just to large monopolies?

Caroline Villarreal
Santa Fe, NM 87506
Jun 29, 2015

I am very satisfied with the service provided by Ibarra Trash Service. They are efficient and cost effective. Waste Management trucks pose a danger driving through our neighborhood; regularly speed, run stop signs and are noisy. They damaged my trash container with their mechanical collection process and I have to consistently pick up the trash that spills on the ground. Ibarra is 1/2 the cost and offers twice the service. We do not want WMI back in our neighborhood!!

Ray Douglas Pomeroy
Santa Fe, NM 87507
Jun 29, 2015

Richard Warsh
Santa Fe, NM 87507
Jun 29, 2015

Rosa Frey
Santa Fe, NM 87506
Jun 29, 2015

Justin Small

Santa Fe, NM 87501
Jun 28, 2015

william buchanan
santa fe, NM 87506
Jun 28, 2015

Steve and Jessie Lustig
Santa Fe, NM 87506
Jun 28, 2015

There has to be a way to recycle using local, independent trash collectors.

Janice Tucker
Santa Fe, NM 87506
Jun 28, 2015

I vote no to the proposed solid waste changes that the county wants.

Robert Gonzalez
Santa Fe, NM 87507
Jun 28, 2015

Gail Edmonds-Flaherty
Santa Fe, NM 87507
Jun 28, 2015

Leopold Habsburg
Santa Fe, NM 87506
Jun 28, 2015

Samantha Sloan
Santa Fe, NM 87506
Jun 28, 2015

Nick and Marcy Collins
Santa Fe, NM 87507
Jun 28, 2015

Howard Spiegelman
Santa Fe, NM 87505
Jun 28, 2015

I used WM for one (1) week. Their large truck would/could not come down our alley, so I had to drag the large bin to the end of the alley for a very early morning pickup. Horrible. The next week I switched to Ibarra's service. Much better, for less money. They are local, and are willing to help with items too heavy for me to take outside. Our alley has garages on both sides, and an automated truck would require that one side move trash cans to the other for pickup. Not good. And after a snow, moving a heavy trash bin is more than I am physically able to do. Waste Management has a reputation of being "mob run" on the East Coast. We do not want their large noisy truck ruining our streets and dumping bins in a random manner.

Meredith R Speers
Santa Fe, NM 87507
Jun 28, 2015

Deborah Spiegelman
Santa Fe, NM 87507
Jun 28, 2015

C. A. (Joe) Davis
Santa Fe, NM 87507
Jun 28, 2015

Nancy and George Yankura
Santa Fe, NM 87507
Jun 28, 2015

We are happy with MCT. We had Waste Management and their prices were exorbitant.

Jane McGovern
Santa Fe, NM 87506
Jun 28, 2015

Stephen Bernhardt
Santa Fe, NM 87507
Jun 28, 2015

Sally M. Roberts
Santa Fe, NM 87507
Jun 28, 2015

I want to keep my current waste management!!!! No to the ordinance

Denise DuPont
Santa Fe, NM 87507
Jun 28, 2015

Fred Spencer
Santa Fe, NM 87505
Jun 28, 2015

David Sosinski
Santa Fe, NM 87507
Jun 28, 2015

I used Waste Management at my previous residence. The service provided by Ibarra is far superior, and they pick up the recycles, which WM did not. Why is WM being forced on us?

Marguerite J Thomas
Santa Fe, NM 87507
Jun 28, 2015

Something for individual homeowners to self decide. Not something to be imposed.

Terrance Farley
Santa Fe, NM 87506
Jun 28, 2015

No corporations picking up our garbage and recyclables!

Karen Shepherd
Santa Fe, NM 87505
Jun 28, 2015

This ordinance will bankrupt a local business that has been providing service superior to that of Waste Management. Over the past few years Aldea residents have chosen Ibarra over Waste Management because he provides better service and he provides it in a personal way. Why are you considering an ordinance that will destroy a locally owned and operated business and overturn a choice that has already been made by the people living in the affected area? To be very honest, this ordinance feels a lot more like New Jersey than it does New Mexico.

Thomas Woodward
Santa Fe, NM 87507
Jun 27, 2015

Mary gray
Santa Fe, NM 87507
Jun 27, 2015

Ruth Lathrop
Santa Fe, NM 87505
Jun 27, 2015

I strongly disapprove of changing the current garbage pick-up and being forced to accept a new service that will be a significant inconvenience to us. If there are environmental issues that our current service should adhere to, please advise them to make the necessary changes.

fred klinghoffer
Santa Fe, NM 87506

Jun 27, 2015

There is absolutely no reason for this change, other than greed by the county, and manipulation for Waste Management who are the WORST trash providers.

Don Rittgers
Santa Fe, NM 87507-3539
Jun 27, 2015

James Tomarelli
Santa Fe, NM 87501
Jun 27, 2015

No Waste Management! They are horrible!

Shelly Rittgers
Santa Fe, NM 87507
Jun 27, 2015

I would prefer to continue to use our existing waste hauler - Ibarra.

Jeanne Bischoff
Santa Fe, NM 87507
Jun 27, 2015

Tammy Panos
Santa Fe, NM 87506
Jun 27, 2015

I oppose any process which will result in barring my ability to choose my trash service provider. Our economic system depends on the consumer being able to select where to spend his money on goods and services. This proposal would eliminate at least one local independent business from consideration and would result in a tremendous loss of business to him. Ibarra's Trash Services has been our trash hauler since we moved to Aldea, and we're extremely pleased with their service which includes collecting paper, cardboard, glass and plastic for recycling. I'm also concerned about the degradation of our side street and alley which undoubtedly would be caused by large trucks such as those used by Waste Management. I urge the commissioners to vote "No" on this proposal.

Paul Groh
Santa Fe, NM 87507
Jun 27, 2015

Dennis Dauber
SANTA FE, NM 87501
Jun 27, 2015

SFC CLERK RECORDED 07/31/2015

I prefer using Ibarra's trash and recycle material collection service. I do not want the mechanical collection trucks driving through our neighborhood.

Mark Delfs
Santa Fe, NM 87507
Jun 27, 2015

I have lived in Aldea for over ten years. Originally, Waste Management was the only waste collection company available. They use very noisy mechanical trucks driven by a single driver who did not even have the decency to come at a reasonable hour, preferring to wake everyone up at 6:30 a.m. The truck picked up our bin, emptied it and threw it to the ground. They did not offer recycling service. When a local company, Ibarra's, began service in our area, we switched to them and have been very happy. Their price is the same as WM and they pick up recyclables. Unlike the indifferent corporate slobs of WM, they get out of their truck and actually talk to residents. They place our emptied bins back on the curb in a civilized fashion. They are reliable and a pleasure to work with. Santa Fe County now proposes to give a monopoly to the same giant national corporation we were so unsatisfied with, under the weak excuse of improving service to residents. The proposed contract is nothing more than yet another government-sponsored taxpayer-subsidized handout to Corporate America. If you still believe in free market competition, customer choice, and protecting our small local businesses from unfair government-sponsored, corporate giveaways, then you must REJECT the proposed ordinance.

Deborah Sarabia
Santa Fe, NM 87507
Jun 27, 2015

Matthew Koehler
Santa Fe, NM 87507
Jun 27, 2015

I am extremely happy with Ibarra cost and service. Please do not preclude them from bidding.

Edwin A Nordstrom
Santa Fe, NM 87507
Jun 27, 2015

Don Kirby
Santa Fe, NM 87506
Jun 27, 2015

Leonidas Simis
Santa Fe, NM 87505
Jun 27, 2015

Sherri Ratcliffe
Santa Fe, NM 87507
Jun 27, 2015

Alan Eckert

Santa Fe, NM 87506
Jun 27, 2015

Vehemently opposed to changing waste haulers. Ibarra, a small local hauler is superior to the disruptive, expensive Waste Management Co. with their massive noisy collection trucks.

frank kunc
Santa Fe, NM 87507
Jun 27, 2015

Please vote NO! We don't need this kind of change in Santa Fe County. Thank you for considering my point of view.

Tucker Melancon
Santa Fe, NM 87507
Jun 27, 2015

Michael Hayes
Santa Fe, NM 87508
Jun 27, 2015

Mary Ellen Gonzales
Santa Fe, NM 87505
Jun 27, 2015

I am much happier with the Ibarra trash service than I was with Waste Management. I also have back problems and cannot take my own trash to a pick-up site. I resent the large corporations trying a trick like this one to get our business back.

James Baum
Santa Fe, NM 87507
Jun 27, 2015

P.J. Raymond
Santa Fe, NM 87501
Jun 27, 2015

Susan Johnson
Santa Fe, NM 87507
Jun 27, 2015

Frances DAlessio
Santa Fe, NM 87506
Jun 27, 2015

John Darnley
Santa fe, NM 87507
Jun 27, 2015

SFC CLERK RECORDED 07/31/2015

Lynda Koehler
Santa Fe, NM 87507
Jun 27, 2015

Karl Koehler
Santa Fe, NM 87507
Jun 27, 2015

I hope the commissioners will not pass an ordinance that benefits special corporate interests over the right of county residents to hire local waster haulers for solid waste removal. Otherwise this is another form of overreach and burdensome government regulation that kills jobs.

Matthias Graf
SANTA FE, NM 87507
Jun 27, 2015

Forcing the hauling of trash down unpaved driveways, long or short in all kinds of weather, will put rural residents, many of whom are elderly with health issues, at physical risk resulting in probable lawsuits against the county.

Sally Marsh
Santa fe, NM 87506
Jun 27, 2015

the new plan makes it nearly impossible for MANY elderly people with long unpaved driveways to get rid of their trash. Trying to do so is a health and safety hazard

charlie marsh
santa fe, NM 87506
Jun 27, 2015

We are adamantly opposed to being forced to use Waste management a national mega company with no interest or respect for local neighbors -- in many case older people who can not haul their garbage to "the curbside."

charles marsh
santa fe, NM 87506
Jun 27, 2015

Vote against the proposed residential solid waste collection districts. I want the ability to select my own waste hauler.

Teresa Sosinski
Santa Fe, NM 87507
Jun 27, 2015

I am an Aldea resident in Santa Fe. I am happy selecting my own company to pick up my trash. We do not need the government deciding this for us. Of course it will cost more money than we are paying now.

Richard Flaherty
Glastonbury, CT 06033
Jun 27, 2015

We have a perfectly good trash removal service which works very well and wish the County would leave well alone.

DAVID TOMKINS
SANTA FE, United States 87507-5202
Jun 27, 2015

Mary Coffman
Santa Fe, NM 87507
Jun 27, 2015

Elizabeth Henry
Santa Fe, NM 87506
Jun 27, 2015

Everett Groseclose
Santa Fe, NM 87506
Jun 27, 2015

I will only create another monopoly!

Simon Teolis
Santa Fe, NM 87506
Jun 27, 2015

The motive for this is weak at best, and suspicious at worst.

Charles Case
Santa Fe, NM 87507
Jun 27, 2015

Nancy von Huben
Santa Fe, NM 87507
Jun 27, 2015

We like choice; we like local companies; we like small trucks; we like our current hauler.

Kurt Fischer
Santa Fe, NM 87506
Jun 27, 2015

Ray Kersting
Santa Fe, NM 87506
Jun 27, 2015

Michael Goldey
Santa Fe, NM 87506
Jun 27, 2015

Joan Cordingley
Santa Fe, NM 87507
Jun 26, 2015

CLare Watts
Santa Fe, NM 87507
Jun 26, 2015

We want to choose our own trash collector!

Sandra Dransfield
Santa Fe, NM 87507
Jun 26, 2015

Geoffrey Dransfield
Santa Fe, NM 87507
Jun 26, 2015

Jesse Tulchin
Santa Fe, NM 87507
Jun 26, 2015

Unless the county wants to provide free garbage pickup, we should be free to choose our collection company.
NOT FAIR to mandate choice, especially of the most expensive provider,

Gail Goldey
Santa Fe, NM 87506
Jun 26, 2015

I am totally happy with my current, private trash hauler and REALLY DO NOT WANT the county to get involved.

Tom Marks
Santa Fe, NM 87507
Jun 26, 2015

We are very happy with our trash person, and would like to continue using his services. We would not want to see him lose his livelihood.

Raymond Moro
Santa fe, NM 87506
Jun 26, 2015

Have used Ibarra for over 7 years and very very pleased. Do not want to give up this service.

David W Delzel
Santa Fe, NM 87507
Jun 26, 2015

Anna steiner
Santa fe, NM 87506
Jun 26, 2015

Cynthia Cooper
Santa Fe, NM 87507
Jun 26, 2015

Renee Gonyier
Santa Fe, NM 87507
Jun 26, 2015

Louise Lawson
Santa Fe, NM 87507
Jun 26, 2015

jane baxter
santa fe, NM 87506
Jun 26, 2015

Lea Ann Garcia
Santa Fe, NM 87508
Jun 26, 2015

Liz Braun
Santa Fe, NM 87507
Jun 26, 2015

Jamey Braun
Santa Fe, NM 87507
Jun 26, 2015

I oppose any changes to my trash& waste services. The citizens of our community should have the right to Chose Thier provider !

John Wetsel
Santa fe, NM 87507
Jun 26, 2015

Stephen graessle
Santa fe, NM 87507
Jun 26, 2015

Very pleased with Ibarra's & do not want to change

Joanne Wetsel
Santa Fe, NM 87507
Jun 26, 2015

We are completely satisfied with the current provider (Ibarra) and do not wish any changes.

Astrid fieger
Santa fe, NM 87507
Jun 26, 2015

Shame on you.....I get great service from Ibarra's. The guys work their asses off hauling my trash.....and you want to deprive them of their work!?!?! I will remember you come election time.

warren gatto
santa fe, NM 87507
Jun 26, 2015

I prefer to continue to be able to use Ibarra's trash and recycling services. I chose them over Waste Management because they are locally owned and offer more services for a better price. Please allow us to make this choice for ourselves.

Jan Stewart
Santa Fe, NM 87507
Jun 26, 2015

I am very satisfied with Ibarra's Trash Service. I used to have Waste Management and switched because of dissatisfaction with service and cost. The Waste Management trucks drive dangerously through our neighborhood and consistently run stop signs. Why should the county decide who picks up our trash?? This should be a personal choice not a government decision! I urge you not to pass this ordinance.

Peggy K Mallow
Santa Fe, NM 87507
Jun 26, 2015

Shin Huttner

Santa Fe, NM 87507
Jun 26, 2015

Dee Acker
Santa Fe, NM 87507
Jun 26, 2015

Dorothy Hoffman
Santa Fe, NM 87506
Jun 26, 2015

I am very happy with my current provider also.

Beth Barry
SANTA FE, NM 87507
Jun 26, 2015

William I Saunders
Santa Fe, NM 87506
Jun 26, 2015

We are extremely happy with the good local service and do not want to use the huge bins required by some companies.

Bradley Thompson
Santa Fe, NM 87507
Jun 26, 2015

CARLOS DUNO
SANTA FE, NM 87506
Jun 26, 2015

Dana Hamilton
Santa Fe, NM 87506
Jun 26, 2015

Katharine Clark
Santa Fe, NM 87506
Jun 26, 2015

Please allow a resident freedom of choice as to waste and recycle collection at their residence!

Stephen E. Acker, M.D.
Santa Fe, NM 87507
Jun 26, 2015

jeanette lilienthal
santa fe, NM 87507
Jun 26, 2015

J Russell Tyldesley
Santa Fe, NM 87507
Jun 26, 2015

jo Ann Schroeder
Santa Fe, NM 87594
Jun 26, 2015

Yolanda Briscoe
Santa Fe, NM 87507
Jun 26, 2015

Kevin Hansen
Santa Fe, NM 87506
Jun 26, 2015

sheldon weinstein
SANTA FE, NM 87507
Jun 26, 2015

I AM VERY SATISFIED WITH THE CURRENT SERVICE (IBARRAS) I HAVE!!!!!!!

Terre Wood
Santa Fe, NM 87507
Jun 26, 2015

I am satisfied with my service and do not need any government agency telling me who to use. Just leave us alone.

don holifield
santa fe,, NM 87507
Jun 26, 2015

Holly Koehler
Santa Fe, NM 87507
Jun 26, 2015

I am very happy with my current service. My driveway is 1000 feet long and can not be navigated by large trucks. It is also unreasonable to expect one to drag garbage containers this distance.

Robert Lehrer
Santa Fe, NM 87506
Jun 26, 2015

John p Arnold jr
Santa fe, NM 87506
Jun 26, 2015

Lynne Arnold
Santa fe, NM 87506
Jun 26, 2015

John Whittemore
Houston, TX 77025
Jun 26, 2015

John Arnold
Santa fe, NM 87506
Jun 26, 2015

Elise Arena
Santa Fe, NM 87506
Jun 26, 2015

Lynne washburn
Santa Fe, NM 87506
Jun 26, 2015

David Schiltz
Santa Fe, NM 87506-7927
Jun 26, 2015

Since we are responsible for our own roads I don't think the county should have a say so in the type of trash collectors we want to use because they are using our roads and destroying our roads.

Georgann Wright
Santa Fe, NM 87506
Jun 26, 2015

William Miller
Santa Fe, NM 87507
Jun 26, 2015

Stephen silver
Santa fe, NM 87507
Jun 26, 2015

Devra Shapiro
Santa Fe, NM 87507
Jun 26, 2015

we switched from Waste Management to Ibarra because were were dissatisfied with Waste Management. We have found Ibarra to be provide much more satisfactory service. I strongly object to the county dictating which provider I use.

Peggy J. Miller
Santa Fe, NM 87507
Jun 26, 2015

susan sanderson
santa fe, NM 87507
Jun 26, 2015

Cesar Erives
Santa Fe, NM 87507
Jun 26, 2015

DONALD D GEDDES
SANTA FE, NM 87507
Jun 26, 2015

Mindy Teolis
Santa fe, NM 87506
Jun 26, 2015

John W. Wright
Santa Fe, NM 87506
Jun 26, 2015

Freddie Reppond
Santa Fe, NM 87507
Jun 26, 2015

Joshua Gerstner
Santa Fe, NM 87507
Jun 26, 2015

Karen Koury
Santa Fe, NM 87507
Jun 26, 2015

I am joining this petition and had previously written personally of my displeasure of government deciding who will provide services to me that I have to pay for and presently have a choice. I used WM in the past and much prefer Ibarra.

Linda Marcellus
Santa Fe, NM 87507
Jun 26, 2015

Like I need a politician to decide this for me!

Donald G Clark
Santa Fe, NM 87507
Jun 26, 2015

John Anderson
Santa Fe, NM 87507
Jun 26, 2015

I am pleased with my current trash collector.....They not only do a great job, they are user friendly to our roads which the county does not pay for..... No doubt in my mind this will cost us more.....this is one reason we switched to Ibarra's... I currently use Buckman road to recycle but Ibarra offer that option as well. Please do not vote in favor of this ordinance!!!!!!

Clinton V & Dora E Horn
Santa Fe, NM 87506
Jun 26, 2015

Herb Burling
Santa Fe, NM 87507
Jun 26, 2015

Betsy Ackerman
Santa Fe, NM 87507
Jun 26, 2015

Carl Welch
Santa Fe, NM 87507
Jun 26, 2015

I am strongly against this move even though. I am pleased with the present provider, Ibarra.

Eugene Murski
Santa Fe, NM 87507
Jun 26, 2015

Jane Hootkin
Santa Fe, NM 87506
Jun 26, 2015

Completely opposed to the proposed regulation. Free enterprise should prevail. In addition Waste Management provided terrible service when we were forced to use them in the past. Their trucks ruin roads as well.

Larry Hootkin
Santa Fe, NM 87506
Jun 26, 2015

I would like to continue to use Ibarra's. They have provided very good service. I think we need to support local businesses and jobs. I

Anna S. Welch
Santa Fe, NM 87507
Jun 26, 2015

Gail Stratton
Santa Fe, NM 87507
Jun 26, 2015

Margery Burling
Santa Fe, NM 87507
Jun 26, 2015

Linda Gregory
Santa Fe, NM 87507
Jun 26, 2015

Most of us went to other waste haulers as soon as competition became available. We are very happy with our local companies.

Sandra Seehaver
Santa Fe, NM 87506
Jun 26, 2015

No thank you to this ordinance! I prefer the free-market local small business options to WM!

Jason Saslow
SANTA FE, NM 87506
Jun 26, 2015

James Cooper
Santa Fe, NM 87506
Jun 26, 2015

Dolores Kuster
Santa Fe, NM 87507
Jun 26, 2015

We oppose completely creating a monopoly with a singular vendor. We believe private service by Ybarra has been excellent and should not be impacted by this action. Waste Management has has serious service issues in various jurisdictions across the country. Our future support of Commissioners for re-election will be impacted by this decision.

Ron & Nancy Deutsch
Santa Fe, NM 87507
Jun 26, 2015

rick morgan
Santa Fe, NM 87507
Jun 26, 2015

Laura carthy
Santa fe, NM 87507
Jun 26, 2015

Curtis V Canada
Santa Fe, NM 87506
Jun 26, 2015

We want to keep our independent trash pickup service.

Barbara Greene
Santa Fe, NM 87507
Jun 26, 2015

We love our local provider and do not want a national corporation taking over. Penelope Bourdet Aldea of Santa Fe

Penelope Bourdet
Santa Fe, NM 87507
Jun 26, 2015

Deborah Tulchin
Santa Fe, NM 87507
Jun 26, 2015

Jerry Permenter
Santa Fe, NM 87506
Jun 26, 2015

STEVE HAMMANS
SANTA FE, NM 87507
Jun 26, 2015

No good reasons at all for the change except for Waste Management

Robert Hetzler
New Mexico, NM 87507
Jun 26, 2015

I do not want to change from a locally owned provider and am strongly against handing this business to a major corporation

Cathlynn groh
Santa fe, NM 87507

Jun 26, 2015

All working good in Aldea. Stop trying to fix or to help.

Mark Obenzinger
Santa Fe, NM 87507
Jun 26, 2015

Ibarra's is a local family owned business. They have done an amazing job for a long time. Let's support local.

carmen morgan
Santa Fe, NM 87507
Jun 26, 2015

We are very happy with the clean, quiet and personal service provided by Ibarra. We have had Waste Management before and were not happy with the sloppy pickup and noisy trucks.

Jayne Nordstrom
Santa Fe, NM 87507
Jun 26, 2015

Please let us choose our own trash hauler, who picks up everything we put out, including glass. We don't need big, noisy trucks disturbing our quiet neighborhood. Besides, Ibarra's is a local business. Leave them alone. Leave us alone.

Linda Gray
Santa Fe, NM 87507
Jun 26, 2015

Beth A Brown
Santa Fe, NM 87507
Jun 26, 2015

Laurinda Stockwell
Santa Fe, NM 87507-9480
Jun 26, 2015

Corinne Gillick
Santa Fe, NM 87506
Jun 26, 2015

We support our local waste hauler, not a Waste Management monopoly from out of state.

Carol Sonnenschein
Santa Fe, NM 87507
Jun 26, 2015

H Karsch
Santa Fe, NM 87507

Jun 26, 2015

I find it despicable that the county would be party to ruining a local company's business!

Darrelyn Sanders
Santa Fe, NM 87507
Jun 26, 2015

Thomas Seel
Santa Fe, NM 87507
Jun 26, 2015

When residents are satisfied with the service they have and it is creating a new PRIVATE business, then leave us alone.

Janet Davidson
SF, NM 87507
Jun 26, 2015

Jacqueline
Santa Fe, NM 87507
Jun 26, 2015

Andy Lehrman
Santa Fe, TX 87507
Jun 26, 2015

Don Roberts
Santa Fe, NM 87508
Jun 26, 2015

I am very satisfied with my current provider and disturbed by the intrusion of a government-sponsored monopoly into a locally competitive business and by the possibility that our local businesses will be harmed or eliminated.

David
Santa Fe, NM 87507
Jun 26, 2015

Vickie
Santa Fe, NM 87507
Jun 26, 2015

We should have the right to choose our services. I do not want the county to select waste hauler provider. I want Ibarra's Trash service!!!!

Jason
Santa Fe, NM 87507
Jun 26, 2015

I do not want the county to select waste hauler provider. We should have the right to choose our services

Dianne
Santa Fe, NM 87507
Jun 26, 2015

We support local providers only!!!

Kim
Santa Fe, NM 87507
Jun 26, 2015

Please do not take our right to choose away! We want to support local businesses. Waste Management is not what we want.

Edmund
Santa Fe, NM 87507
Jun 26, 2015

Valarie
Santa Fe, NM 87507
Jun 26, 2015

I want the right to choose who hauls my trash. We love Ibarra's trash service!

sonya
Santa Fe, NM 87507
Jun 26, 2015

We want the right to choose our services!!!

Aeowyn
Santa Fe, NM 87507
Jun 26, 2015

Ibarra currently provides this service, including glass pickup. I am very satisfied with my current provider and disturbed by the intrusion of a government-sponsored monopoly into a locally competitive business and by the possibility that our local businesses will be harmed or eliminated. I urge you not to pass this ordinance.

John
Santa Fe, NM 87507
Jun 26, 2015

We have the right to choose who will haul our garbage. We want to work with Ibarra recycle & trash pick up. They recycle when WM refused... We do not want WM EVER!!!!

Dianne McKenzie
Santa Fe, NM 87507

Jun 26, 2015

Alexis Pier
Santa Fe, NM 87507
Jun 26, 2015

Please consider the power of the voter

pam & ken dettelbach
santa fe, NM 87507
Jun 26, 2015

This ordinance would put small local companies at a severe disadvantage. Also, Ibarra's provides very quiet trash pick-up while mechanical collection trucks are bit contributors to noise pollution.

Joseph Ferrin
Santa Fe, NM 87507
Jun 26, 2015

I work for Santa Fe County and am overseeing this initiative. This petition incorrectly states that the proposal will "effectively eliminate local providers Ibarra's and MCT and hand the ...contract over to Waste Mgt.". This is completely untrue. The proposal does not mandate that all collection service will "use mechanical trucks". The County recognizes that road conditions in certain areas of the County will require smaller trucks. Please realize that MCT currently utilizes automated (i.e. mechanical) trucks for most of its collection. The proposal also accommodates those homeowners who wish to have "drive back" to the home collection service. The competitive process will also score proposals higher that team up with a smaller locally-based hauler. I understand and respect that citizens don't support this proposal, but wanted to make sure that accurate information is being provided for those who have signed or are considering signing this petition. If you're interested in more information, see the County's web site at:
http://www.santafecountynm.gov/public_works/solidwaste or e-mail me at: cohare@santafecountynm.gov
Respectfully, Craig O'Hare, SF County Public Works Department

Craig O'Hare
Santa Fe, NM 87504
Jun 26, 2015

I oppose the idea of creating just the one waste management company that does not even recycle glass. This is forcing our local independent service, Ibarra's who have been providing excellent service AND do full recycling at a reasonable price. PLUS, having smaller trucks utilizing our smaller streets is not as imposing as the huge trucks with lifts.

Nancy Geddes
Santa Fe, NM 87507
Jun 26, 2015

I want to choose Ibarra's to pick up my trash.

Carl Maples
Santa Fe, NM 87507
Jun 26, 2015

I am very satisfied with my current provider which is a small business. They provide excellent service including recycling.

mary Miello
NM, NM 87507
Jun 26, 2015

Francis Carney
Santa Fe, NM 87507
Jun 26, 2015

I am very happy with my current provider. I don't want it changed .

Lana Holifield
Santa Fe, NM, NM 87507
Jun 26, 2015

James O. Langley
Santa Fe,, NM 87507
Jun 26, 2015

Melissa Hinson
Santa Fe, NM 87507
Jun 26, 2015

Kay Eccleston
Santa Fe, NM 87507
Jun 26, 2015

Ernest Cofrances
Santa Fe, NM 87507
Jun 26, 2015

Amy Fritz
Santa Fe, NM 87507
Jun 26, 2015

James Wayne Anderson
Santa Fe, NM 87507
Jun 26, 2015

Alicia Peiler
Melbourne, FL 32940
Jun 26, 2015

Carol hamilton
Santa fe, NM 87507
Jun 26, 2015

Ibarra provides a better service at lower cost than Waste Management. If Waste Management can not compete with Ibarra they should not be awarded a sole contract that we are forced to accept.

George Eccleston
Santa Fe, NM 87507
Jun 26, 2015

Mark Zubres
Santa Fe, NM 87507
Jun 25, 2015

Waste of money and very suspicious when it will put a local business out of business. What problem does it address??? Can't think of one! LS

Lyndon Searfoss
Santa Fe, NM 87507
Jun 25, 2015

I fully agree. I attended the neighborhood meeting held at Ls Campanas in May and of roughly 100 in attendance, only one person spoke in favor of the proposal. Everyone else was very much against it. None of the commissioners were in attendance and none of the county reps took any notes.

Susan Howard
Santa Fe, NM 87507
Jun 25, 2015

Karin May
Santa Fe, NM 87507
Jun 25, 2015

Freedom is easily lost and terribly painful to get back. I want to keep my freedom, even that to choose my waste hauler.

Chris
Santa Fe, NM 87507
Jun 25, 2015

I like our service with Ibarra very much. His trucks are quiet and do not make near as much noise, especially in the early morning hour, that the Waste Management trucks do with their mechanical collection trucks. Ibarra does recycle and he accepts glass too. No thanks, I'll keep my non-government trash service.

James Dawson III
Santa Fe, NM 87507
Jun 25, 2015

Jonna Korsen
Santa Fe, NM 87507
Jun 25, 2015

Vote against the proposed residential solid waste collection districts. Ibero recycles and we are VERY happy with his service. DO NOT change my happiness!!!!!!!!!!

Jean a. Dawson
Santa Fe, NM 87507
Jun 25, 2015

Stephanie Feldman
Santa Fe, NM 87507
Jun 25, 2015

Homer Fritz
Santa Fe, NM 87507
Jun 25, 2015

Do not pass this ordinance!

Barbara Bloomberg
Sf, NM 87507
Jun 25, 2015

Sharon Eklund
Santa Fe, NM 87506-8579
Jun 25, 2015

An excellent and local firm has been providing service to Santa Fe County residents too: this is not needed. Having a choice is.

J Viallet
Santa Fe, NM 87506
Jun 24, 2015

Edward Nieves
Santa Fe, NM 87507
Jun 24, 2015

andrea hathorn
santa fe, NM 87507
Jun 24, 2015

Proposed Waste Management Ordinance

Proposed ordinance to change waste management. This will be addressed at the Santa Fe Board of County Commissioners Meeting on Tuesday, June 30, 2015, 5:00 p.m. Commission Chambers, 102 Grant Ave.

The suggested ordinance to provide curbside trash pick-up in rural areas is strongly opposed by the communities of the North Collection District . We believe that this plan, as well as the threatened closure of the Tesuque Transfer Station, will negatively affect the residents in the area for the following reasons:

1. Bears, coyotes, dogs, and bobcats would be attracted to and disrupt trash containers.
2. It will endanger the public health and safety and increase the incidence of rodent born diseases.
3. Litter on roads will cause accidents and degrade the 'curb' appeal of our community -- lowering housing values.
4. Curbside pickup in rural areas is inherently inefficient and will be expensive and unaffordable by many.
5. Some individuals have long gravel, uphill driveways, making transporting of containers very difficult.
6. Long distance drives to alternative transfer stations would be inconvenient and unnecessarily add to the carbon footprint if Tesuque is closed.

Please do not close the Tesuque Village Transfer Station!!!

COMMENTS

- Suzy and David Pines
United States, Rio Rancho 87040-1113

If it works, don't fix it. The transfer station has worked well for many many years. Curb side pick-up would be a disaster for Vista Redonda homeowners.

- Kathleen Magee
United States, Rio Rancho 87040-1113

We use the Tesuque Transfer Station exclusively for our garbage and yard waste disposal. We find it very convenient and hope it will remain available to us.

- christian van schayk
United States, Bosque Farms 87003-1000

Curbside pickup is suitable for urbanized neighborhoods which can organize it on their own. County need force it on rural areas such as ours.

- anna van schayk
United States, Bosque Farms 87003-1000

Don't close our Tesuque Transfer Station! Curbside pickup is for 'urban areas' not rural districts such as ours

- Doug and Lynn Eyberg
United States, Houston 77055-1000

The Transfer Station is truly a positive feature of our part of the County - it works very well for residents, it is cost-effective for residents (who are paying taxes for this type of services already), it is less expensive than any private or truck-based collection service, it has got to a low cost service for the County (since the residents do most of the work by bringing the garbage and recyclables to the site), its prominent position on 592 is a daily reminder of the benefits of recycling and our obligations to do our part, it is good for the environment in that it reduces wildlife and vermin access to garbage and reduces random unauthorized trash dumping in our area, truck-based services have a much higher carbon footprint, truck-based services are extremely inefficient in areas with widely-dispersed homes (the vast majority of which have long dirt or gravel driveways not conducive to twice weekly truck pick-up services. Most of all, the Transfer Station yields the County an intangible benefit worth more than the cost: Rudy is an excellent ambassador for the County. It is difficult to imagine why closure would make sense under the circumstances. We believe the County should not close the Transfer Station.

- Shana Gunn
United States, Albuquerque 87106-1000

The Tesuque Transfer Station works very well. Please do not close it. There is not a good alternative.

- **Clem Gunn**
United States, Albuquerque

My wife and I are both in our seventies with a gravel driveway of over 700 feet.

- **Kestutis Germanas**
United States, Tijeras

I have lived off Co. Rd. 74 for 30 years. This proposal is crazy. Whenever something is working well, the County administration steps in to change it.

- **Brad Burnside**
United States, Santa Fe

Please read the article about illegal dumping in neighboring counties that results from this type of proposed waste management: New Mexican 6/28/15

- **Sue Barnum**
United States, Santa Fe

We NEED the transfer station in Tesuque!

- **Peter & Diana Lucas**
United States, New Castle

In addition to being both less convenient and less efficient, curb-side pickup is environmentally irresponsible compared to the current centralized system. Please keep the system as it is.

- **Helen and Richard Brandt**
United States, Albuquerque

Closing the Tesuque Station would be a serious problem, as stated in the petition.

- **Helen and Richard Brandt**

- **Eric Lynn**
United States, Albuquerque

This proposed ordinance is an extremely retrograde proposal. The bears will soon learn to patrol the truck route a few hours beforehand and disperse all the trash!

- **richard wells**
United States

More truck traffic will wreak havoc on the roads here.

- **gerald hotchkiss**
United States, Albuquerque

This station is ecologically responsible.

- **Gail Reaser**
United States, Port Lavaca

The tax dollars received from the area served by the Tesuque transfer station more than adequately covers any operating expense of the station. The proposed changes are not fiscally responsible.

- **Gail Reaser**
United States, Port Lavaca

The tax dollars received from the area served by the Tesuque transfer station more than adequately covers any operating expense of the station. The proposed changes are not fiscally responsible.

- **Gail Reaser**

United States, Port Lavaca 77655-2207

The tax dollars received from the area served by the Tesuque transfer station more than adequately covers any operating expense of the station. The proposed changes are not fiscally responsible.

- **James Stewart**
United States, Santa Fe 87505-1015

My property taxes go up three percent every year, the cost of a punch card for the transfer station has nearly doubled, and now you want to close it all together.

- **DAVID & JUDY NEUNUEBEL**
United States, Santa Barbara 93106-1000

Closing the Tesuque facility is the opposite of "improving solid waste disposal services." Whereas the facility along State Road 592 is convenient and trips there can be integrated with other errands thereby saving fuel and minimizing pollution, closing that facility will result in increased driving and emissions . . . if we are lucky. When access to a solid waste transfer facility is both inconvenient and costly, expect an increase in illegal dumping that has manifold negative impacts: it is unsightly, unhealthy and uneconomical. The first point is obvious by inspection and will become more so. The linkages between trash, vermin and disease are undeniable. The cost to clean up and remediate spontaneous dumpsites exceeds the cost of hauling away trash from the transfer station. Don't turn our neighborhoods, roadways, and arroyos into dumps.

The idea that solid waste disposal services ought to be self-supporting is wrong-headed. With the exception of the water enterprise fund, the housing enterprise fund, and the regional planning authority, County government services are not expected to 'break even.' We pay taxes to fund those services. When the Indigent Services Fund paid over \$68,000 (old figure) in October to La Familia Medical/Dental Center, our tax money was spent to improve the lives of our neighbors. When the Alcohol Programs Fund paid Capital City Cab over \$13,000 (old number) last month, the cost of cab rides was substantially subsidized in the interest of keeping us all safer. The Tesuque solid waste transfer station is a vital public service deserving the support of our tax dollars. Indeed, for poorer residents, the cost should be lowered, or waived altogether in the public interest.

- **Jerrye Asel**
United States, Santa Fe 87505-1000

Transporting of heavy containers down long driveways. Is not an option for most Senior citizens.

- **Robert Smith**
United States, Santa Fe 87505-1000

The Tesuque Transfer Station is an integral service for our community. Attempting to replace it with a curbside service that, no doubt, will be expensive, unsightly, and totally inefficient makes no sense for this area.

- **Erwin More**
United States, Pacific Palisades 90272-3000

We are a community in need of this transfer station, please don't close it.

- **Jerome Coe**
United States, Houston 77055-1000

I am a resident of Tesuque, and I oppose the closure of the Waste Transfer station.

- **Donna Ballard**
United States, Long Beach 90805-1000

I live at 84 Camino Amor and I have a quarter mile long gravel driveway. This would not work well for me.

- **Stephen schwartz**
United States, Albuquerque 87106-1000

Pls don't change the system

- **Steadman Upham**
United States, Santa Fe 87505-1000

I live at 8 Vista Tesuque, Tesuque, NM 87574 and I strongly oppose closing the Tesuque Solid Waste Transfer Station.

- **Judy Neunuebel**
United States, Santa Barbara

This would be a huge mistake. Please do not close the Tesuque Transfer Station.

- **William K. Scheer**
United States, Albuquerque

Closing the Tesuque facility is the opposite of "improving solid waste disposal services." Whereas the facility along State Road 592 is convenient and trips there can be integrated with other errands thereby saving fuel and minimizing pollution, closing that facility will result in increased driving and emissions . . . if we are lucky. When access to a solid waste transfer facility is both inconvenient and costly, expect an increase in illegal dumping that has manifold negative impacts: it is unsightly, unhealthy and uneconomical. The first point is obvious by inspection and will become more so. The linkages between trash, vermin and disease are undeniable. The cost to clean up and remediate spontaneous dumpsites exceeds the cost of hauling away trash from the transfer station. Don't turn our neighborhoods, roadways, and arroyos into dumps.

- The idea that solid waste disposal services ought to be self-supporting is wrong-headed. With the exception of the water enterprise fund, the housing enterprise fund, and the regional planning authority, County government services are not expected to 'break even.' We pay taxes to fund those services. When the Indigent Services Fund pays 10s of thousands of dollars in a month to La Familia Medical/Dental Center, our tax money was spent to improve the lives of our neighbors. When the Alcohol Programs Fund paid Capital City Cab thousands monthly, the cost of cab rides was substantially subsidized in the interest of keeping us all safer. The Tesuque solid waste transfer station is a vital public service deserving the support of our tax dollars. Indeed, for poorer residents, the cost should be lowered, or waived altogether in the public interest.

- **Richard J. Lindley and Kitty W. Lindley**
United States, Houston

Absolutely no curbside garbage/trash pick up at 41 Vista Hermosa by the county.

- Leave our transfer station "As Is".

- Richard and Kitty Lindley

- **Jeff Moulton**
United States

I strongly oppose any proposed curb side pickup services for the area of Tesuque and Chupadero. I would not sign up or pay for such a service. Listen to your tax paying residents and leave the Tesuque Transfer Station as it is.

- **Carolyn Stupin**
United States, Albuquerque

Our road is very steep - I don't see how the trash truck will be able to maneuver on it. Also, our driveway is gravel and over .1 mile long. It would be difficult to get all the garbage and recyclables up there, especially in the winter. I think the transfer station is an efficient way to handle it

- **Tim Briggs**
United States

The Tesuque Station is operated efficiently and is cost effective. The location is very convenient for many county residents. Driving to another location (30 minute round trip) makes no sense.

- **John Handelin and Jennifer Barnett**
United States, Albuquerque

We live in lower Chupadero where "curbside" is absurdly inefficient and unmanageable. We have been using the Tesuque transfer station since 1996, and have endured both a cutback in the number of days that the transfer station is open for use and an increase in the annual fees that we pay for the decreased service. All the reasons stated in this petition against closure we strongly agree with, and we are shocked to learn that the County would make such an ill considered move to close the transfer station. Please think this matter through carefully and DO NOT CLOSE the Tesuque Transfer Station!!!

- **chris carlsen**
United States, Tijeras

please do not close the station, curbside pick up is not feasible here, for one thing we don't have curbs.....

- **Jill Bossory**

United States, Albuquerque 87105-1276

- Please do not close the Tesuque Transfer Station!!!! it is very important to the community of Tesuque and surrounding areas.
- **Robert Habbersett**
United States, Rio Rancho 87140-1013

Closing the Tesuque transfer station would be a big mistake. We need convenient recycling and trash disposal since curbside pickup would be impractical and not suitable to this location.

- **Carl Stern and Holly Hayes**
United States, Chantilly 20151-2703

We have been using the Tesuque Village Transfer Stations since 1992. We strongly oppose the proposed closing of SR592 Tesuque waste disposal station.

- **Carl Stern & Holly Hayes**
- 47 Vista Hermosa

- **Lynn and Peter Coneway**
United States, Houston 77055-1715

We began utilizing the Tesuque Transfer Station over 30 years ago when there were far fewer residents in the area. Please do not close it! It is so much more used and needed now. Curbside pick-up is not efficient or environmentally friendly in these sorts of rural communities, i.e. idling trucks, polluting fumes, gravel/dirt road damage, etc.

- **Mary Habeeb**
United States, Chandler 85226-3504

Please do not close the Tesuque Village Transfer Station. This station provides a vital, efficient, convenient service to our residences. A curbside trash pick-up would provide no value to me and I would not sign up for that service. I would be forced to find another much less convenient transfer station for my trash. The Tesuque transfer station is a very visible, good use of our tax dollars.

- Sincerely,
- **Mary Habeeb**
- 61 Three Rock Road

- **R H Sears**
United States, Palm Springs 92262-1704

We oppose the proposed closing of SR592 Tesuque waste disposal station.

- **James Attlesley**
United States, Santa Fe 87505-3204

Please keep the Tesuque Transfer Station open! The benefits of it keeping it open far outweigh the costs.

- **Vicente Roybal**
United States, Santa Fe 87505-3204

Please keep this essential service to the community open!

- **Barbara Seeley**
United States, Las Cruces 88502-2205

limited access and narrow roads will stop traffic on trash days. There is only one way in and one way out on many of our county roads. many roads are private in the county and will not be serviced by county trash pick up. Keeping the Tesuque Transfer Station and other stations in the county is the smart choice.

- **Tom McCarthy**
United States, Rio Rancho 87140-1013

The transfer station is vital to keep trash from being dumped along the

- roads, is the county going to pick that up, they don't do it now!

- **stephen tanner**
United States, Santa Fe 87505-3204

This is an example of government expanding its role without the approval of taxpayers

- **Steve Carson**
United States, Santa Fe

Do not close our trash transfer stations.

- **Kemball Winegeart**
United States, Dallas

Please don't close the Tesuque Village transfer station. Support our community. The transfer station is a vital service.

- **ELEANOR FRANK**
United States, Ventura

Curb side pickup is a terrible idea. It is inefficient in a rural situation, and undesirable for the home owner that must take the trash down long, uneven driveways when it is icy, it damages the dirt roads (which are already in poor condition) is noisy and attracts wild animals. Please do not close the Tesuque Village Transfer Station.

- **Douglas J. Sprague**
United States, Rio Rancho

This possible plan of closing the Tesuque Transfer station is not a wise decision on the part of the county commissioners board. It would cause speculation that the board or members of the board have been lobbied by a for-profit company that will benefit from this move and cost more for community homeowners. And, decrease our confidence in the use of property tax money. It would also indicate that there might be a quid pro quo or kickback for the board or individual members who may be related or remotely related to the company who would eventually be contracted to offer trash pick up services. This issue of who is behind this proposal and the costs and implementation must be addressed in the June 30th meeting.

- **Paul White**
United States, Rio Rancho

The Tesuque transfer station is an essential service. It is amazing that County Commissioners want to claim that it is not. They are raising our taxes and cutting back on services. In our area we get a lot less for our taxes than other parts of the County.

- **Harvey Stone**
United States, Boulder

Additional reason to maintain the Tesuque Transfer station: the use of trucks to haul curbside waste will seriously degrade the quality of dirt roads, which are already subject to erosion, washboarding, etc.

- **Valerie Arnett**
United States, Albuquerque

The trash cans will be a big attractor for wild animals and loose dogs. Right now we keep our trash locked up until we drive it to the recycling center. No mess, no cans on the street, no noisy trucks. It is a good way of doing things in this rural neighborhood. Please keep our local transfer station open and Waste Management out of our neighborhood.

- **Lance Blankenship**
United States, Albuquerque

Send the County Commissioers out to Chupadero and Rio en Medio to see how impractical curbside pick-up would be.

- **Susan Rule**
United States, Houston

Tesuque Transfer station is an essential county service to our residents.

- **JoAnn and Steve Ruppert**
United States

This change is ill thought out and a very bad idea. We have bears and even occasionally feral dogs that will strew trash over the landscape if trash containers on the street are instituted.

- **Nat Sloane**

- United Kingdom
- It would be a real loss and major problem for local residents if the Tesuque station were to be closed. Please keep it open.
- Susan Marineau**
United States, San Francisco

Please do not close the Tesuque Transfer Station. I think it very unwise to suggest curbside trash pickup from a health and safety perspective.
 - Beverly Martin**
United States, Seattle

This plan is false economy. The service of the Tesuque Transfer Station is essential to our community in Vista Redonda. Do not close this important venue.
 - Robert Habbersett**
United States, Rio Rancho

The transfer station has worked very well for a long time - please don't ruin a good thing and make more problems. The recycling and trash disposal convenience is really important in this area, without the transfer station more trash will inevitably be dumped in arroyos.
 - Mary Costello**
United States, Albuquerque

Good work!
 - lynn willscher**
United States, Tilton

24-C Paseo Encantado NE

I also sent a letter of opposition last month.
 - ali macgraw**
United States, Albuquerque

It is absurd to think of leaving trash cans by the side of our roads in Vista Redonda, because we have absolutely got bears and a mountain lion or bob cat (all sighted), who will consistently make a huge trash mess. Our system has worked perfectly for over 25 years now, and it is a terrible, terrible idea to close the transfer Site and to littel our roads with garbage.
 - E frank**
United States, Albuquerque

Do not close Tesuque Transfer Station.
 - Mauri & Betty Katz**
United States, Mashpee

We are sure that there may be a more stupid idea out there but we can't think of one!
 - Steven Britt**
United States, Big Sky

Owner 50 Paseo Encantado NE
- SIGNATURES**
- Irma Smith**
 - Suzy and David Pines**
 - Kathleen Magee**

- SAMUEL BERGER

- christian van schayk

- anna van schayk

- Doug and Lynn Eyberg

- Shana Gunn

- Clem Gunn

- Kestutis Germanas

- Jim and Claire Rhotenberry

- Brad Burnside

- Dennis Clements

- Roger Asel

- patricia hotchkiss

- David Rule

- Sue Barnum

- Peter & Diana Lucas

- Helen and Richard Brandt

- Eric Lynn

- richard wells

- gerald hotchkiss

- Leslie Burnside

- Susan B. Taylor

- Marianne Kah

- Gail Reaser

- Vernon reaser (b)(6) (b)(7)(C)
- James Stewart (b)(6) (b)(7)(C)
- DAVID & JUDY NEUNUEBEL (b)(6) (b)(7)(C)
- Jerrye Asel (b)(6) (b)(7)(C)
- Robert Smith (b)(6) (b)(7)(C)
- Erwin More (b)(6) (b)(7)(C)
- Jerome Coe (b)(6) (b)(7)(C)
- Donna Ballard (b)(6) (b)(7)(C)
- Stephen schwartz (b)(6) (b)(7)(C)
- Steadman Upham (b)(6) (b)(7)(C)
- Judy Neunuebel (b)(6) (b)(7)(C)
- Scott Temple (b)(6) (b)(7)(C)
- William K. Scheer (b)(6) (b)(7)(C)
- Richard J. Lindley and Kitty W. Lindley (b)(6) (b)(7)(C)
- Jeff Moulton (b)(6) (b)(7)(C)
- Gaby Loy (b)(6) (b)(7)(C)
- Carolyn Stupin
- Mike Estes
- Stephen schwartz (b)(6) (b)(7)(C)
- Steadman Upham (b)(6) (b)(7)(C)
- Judy Neunuebel (b)(6) (b)(7)(C)
- Scott Temple (b)(6) (b)(7)(C)

- William K. Scheer
- Richard J. Lindley and Kitty W. Lindley
- Jeff Moulton
- Gaby Loy
- Carolyn Stupin
- Mike Estes
- Marilyn Smith
- john o'connor
- Lynn and Peter Coneway
- Mary Habeeb
- R H Sears
- James Attlesey
- Corey Mundwiler
- Richard Miller
- Vicente Roybal
- Barbara Seeley
- Tom McCarthy
- stephen tanner
- Stephen B. Browne
- Dominique Mazeaud
- Lisa Lashley
- Steve Carson

- Eugenia Houle
- Kemball Winegeart
- John geldersma
- ELEANOR FRANK
- Douglas J. Sprague
- Paul White
- Harvey Stone
- matt waller
- Valerie Arnett
- Carol STRITE
- Lance Blankenship
- Susan Rule
- Edward Nunns
- Deborah Brian
- JoAnn and Steve Ruppert
- Martha and David Winfield
- Nat Sloane
- Susan Marineau
- Beverly Martin
- ROBERT DICK
- Upton Shipley
- Marty Braniff

- Rose-Marie & Duane Wallace
- Deborah Fins
- ugo piccagli
- Robert Habbersett
- Ann Murphy Daily
- Anthony and Emily Moore
- Mary Costello
- lynn willscher
- ali macgraw
- E frank
- Mauri & Betty Katz
- Steven Britt
- Ann Dilworth
- Nirvair Khalsa
- Kevin Gray
- Berin Axelrod
- Janice Roomkin
- Peter frank
- Myron Roomkin
- Spencer Patterson
- Ellen Smith
- Judy Simon

- Harvey Simon
- Tammy Patterson
- Brent Walker

Petition in Support of Curbside Solid Waste and Recycling Collection

EXHIBIT

9

Because it is a major positive step towards improving the county's poor solid waste management, I support passage of the proposed solid waste ordinance that requires curbside recycling and curbside recycling service for one fee from franchised haulers in Santa Fe County.

The ordinance creates three solid waste and recycling collection districts. I understand that my participation in the district in which I reside is purely optional, and that I can use instead my local Convenience Center for the paid disposal of trash and for free recycling. I also understand that if I do subscribe to paid curbside service I will have to use the hauler that has been awarded the contract to provide service in my district.

(Petition sponsored by Eldorado/285 Recycles. Karen Sweeney, Chair, email at: eldorado285recycles@mail.com)

	Name (print)	Address	Signature	Co. Dist.
1	Janet Eigner	6 Verano Drive 08	Janet Eigner	5
2	JOE EIGNER	6 VERANO DRIVE 87508	Joseph Eigner	5
3	Lyan Holm	9 Gaviota Rd 87508	Lyan Holm	5
4	Jim Daniel	1 Lobo Lane 87508	James H Daniel	5
5	Sue Daniel	1 Lobo Lane 87508	Marian C Daniel	5
6	Kathleen Holian	303 Gloria Howard, Florida	Kathleen Holian	4
7	Adam Schlachter	707 B Cortez St SF 87505	Adam Schlachter	1
8	Rosalie Cardenas	815 Fayette St SF 87505	Rosalie Cardenas	1
9	ANGELICA SANCHEZ	75 Canada Del Rancho 87505	Angelica Sanchez	5
10	Sigge Lindell	1479 Gonzales	Sigge Lindell	4
11	Lynette Kennard	112 San Salvador Ln	Lynette Kennard	2
12	Cin. Padilla	26 A West Somborillo Española Nm	Cin. Padilla	4
13	RANDALL KIPPENBROOK	10 SAN ANTONIO	Peak R Kippenbrook	5
14	GEORGE J. HADDO	2 ENCANTADO ROAD SF 87500	George J Haddad	5
15	Mary Flaherty	42 encantado Loop	Mary Flaherty	5
16	Todd Handy	3 CONCHAS CT, NM SF 87508	Todd Handy	5
17	T. Murt Byrne	7 PENSTEMAN CT	T. Murt Byrne	5
18	FRED RAZNICK	7 VISTA GRANDE DR.	Fred Rznick	5
19	Marilyn VonReiter	157 B Camino Arco	Marilyn VonReiter	5
20	Claudia L. Sanchez	98 La Paz Loop	Claudia L Sanchez	

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Petition in Support of Curbside Solid Waste and Recycling Collection Districts

Because it is a major positive step towards improving the county's poor recycling rates I support passage of the proposed solid waste ordinance that requires curbside trash and curbside recycling service for one fee from franchised haulers in Santa Fe County.

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	Name (print)	Address: street+zip only	Signature	Co. Dist.
1	Raquel Llamas	98 La Paz Loop 87508	Raquel Llamas	
2	Pam Roy	41 Arroyo Honda Trail 87508	Pam Roy	
3	Sally Wirt	46 Estacado Rd 87508	Sally Wirt	5
4	BARBARA CARROU	27 CHAPALA ROAD	Barbara Carrou	
5	Gary Hermus	27 Chapala Road 87508	Gary Hermus	
6	Bill Osher	4 Antigua Ct	Bill Osher	5
7	Pierre Thomas	4 Antigua Ct	Pierre Thomas	5
8	Karen Sibley	18 Talicio Rd	Karen Sibley	5
9	MATTHEW MCQUEEN	AVENIDA VIEJA 87540	Matthew McQueen	3
10	STEVE EMM	4 SUTTER DR	Steve Emm	5
11	Destiny Allison	4 Sutter Dr	Destiny Allison	5
12	Pete Wick	1035 Can Can Blvd	Pete Wick	4
13	Kathleen Fallon	33 AZUL LOOP 08	Kathleen Fallon	5
14	HILARY WALKER	56 GOOSE DOWNS RD, 87540	Hilary Walker	5
15	ERIC ROBINSON	80 Overano Loop	Eric Robinson	5
16	TED LITTLE	5 Carriado Ct	Ted Little	5
17	Nick De La O	9 Juego road	Nick De La O	5
18	Janita Cayer	204 Spruce St	Janita Cayer	
19	William Clarke	41 Camino Circle	William Clarke	
20	Dot	9 Mayo Loop	Diana Gutierrez	5

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	Name (print)	Address: street+zip only	Signature	Co. Dist.
1	RONALD ESCO	18 Bosque Loop ⁰⁸	Ronald Escobedo	5
2	Andrew Baron	5 Red Sky Trail ⁸⁷⁵⁰⁵	Andrew Baron	
3	Paula Baron	5 Red Sky Trail	Paula Baron	
4	JANIS Escobedo	PO Box 7464 Santa Fe NM 87502	Janis Escobedo	
5	TRUCK CHAVEZ	#4 FONDA CT ⁰⁸	Truck Chavez	5
6	HAROLD ROWE	32 JACINTO Rd ⁰⁸	Harold Rowe	5
7	Theresa St. Vrain	32 Jacinto Rd	Theresa St. Vrain	5
8	TIM HAGGERTY	22 Pan de Vida	Tim Haggerty	4
9	Bill Hansen	Osage Ave, 87505	Bill Hansen	
10	Joe Durlak	26 Condern Rd	Joe Durlak	5
11	Sue Giffitt	4 Abasco Rd 87508	Sue Giffitt	5
12	JEAN CRAWFORD	10 Eneseo Rd	Jean Crawford	5
13	Shirley Knarr	41 Encantado Loop	Shirley A. Knarr	5
14	Guan Bower	7 Cuesta Road	Guan Bower	5
15	SHEILA SULLIVAN	3 Cerrado Loop	Sheila Sullivan	5
16	JOAN FOX	52 CAMINO POTRILLO	Joan Fox	5
17	DAVID McDONALD	110 VERANO LOOP	David McDonald	5
18	Kymberly Johnson	41 Baha Rd.	Kymberly Johnson	5
19	Lance Ramos	4 Cerrado Drive	Lance Ramos	5
20	Kyrtela Kaled	27 VERANO Loop ⁸⁷⁵⁰⁸	Kyrtela Kaled	5


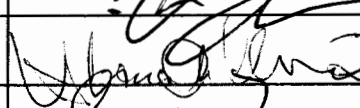
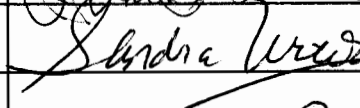

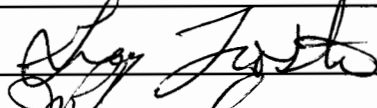
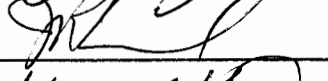
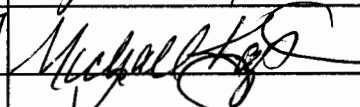

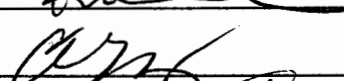
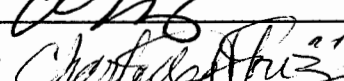
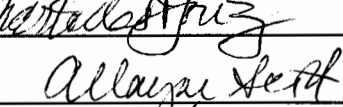
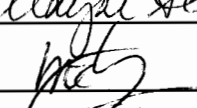
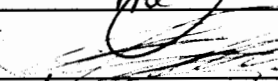
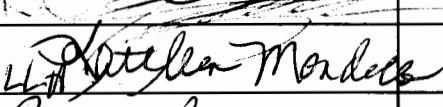
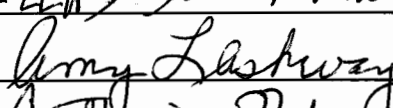
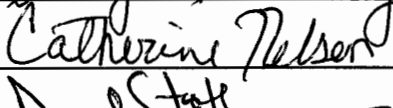
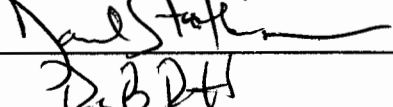
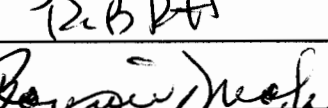
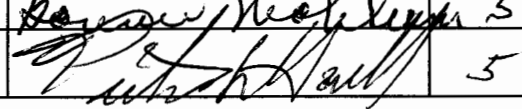
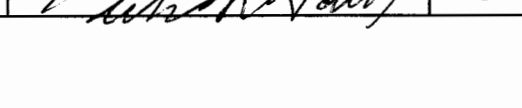
Petition in Support of Curbside Solid Waste and Recycling Collection Districts

Because it is a major positive step towards improving the county's poor recycling rates I support passage of the proposed solid waste ordinance that requires curbside trash and curbside recycling service for one fee from franchised haulers in Santa Fe County.

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	Name (print)	Address: street+zip only	Signature	Co. Dist.
1	SEAN GARRIS	25 CAMINO COSTANO		
2	Gloria Arellanes	11 Via Getruditas		
3	Sandra Urzua	12 Via Getrudita		
4	Hadel Alessa	6 Estacada CT		
5	Greg Frostad	6 Carlito Rd		
6	Jennifer Rowland	6 Cerrado Loop		5
7	Michael Kaplan	3252 Calle de Molina ^{ST 507}		
8	Kevan Saunders	1 Cam San Cristobal ^{Cralesco}		
9	Carlos V. Lopez	2 Montan Rd		
10	Charlotte N. Gonzales	702 Calle De Leon		
11	Allayne Scott	41 Encantado Loop 87508		5
12	Mary Beth Brady	3 ESTACADA RD 87508		5
13	Mark		
14	Kathleen Monde	16 13 N. VISTA ESTEE ^{LAMY}		
15	Amy Lashway	7 Jornada Loop		
16	Catherine Nelson	2 Vista De Gonzales ⁸⁷⁵³⁵		
17	DANIEL STOTZMEYER	8 MONTE ALTO PLACE		5
18	Ru Ritter	8 Mont Alto Pl		5
19	Bonnie Mahlum	3 Birley CT		5
20	Pieter Hall	31 Valencia Loop		5

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	Name (print)	Address: street+zip only	Signature	Co. Dist.
1	DESIREE MAYS	31 Valencia hp	D. MAYS	5
2	GS PATTERSON	33 CUESTA RD	GS Patterson	5
3	Dora Boyes	53 Old Canongita Rd	Dora Boyes	SF
4	Barbara Edelman	137 Ranch Rd 87540	Barbara Edelman	SF
5	Jeff Ryan	137 Ranch 87540	Jeff Ryan	SF
6	Ken Green	7 Eldorado Cir	Ken Green	SF
7	S. Morgan	107 Camino Oeste	S. Morgan	SF
8	KIRK KLINEHART	49 CAMERADA RD 87508	Kirk Klinehart	SF
9	Autrey (Ringo) Stinett	3 Benigna Glorieta, 87535	Autrey M Stinett	Dist 4
10	Andrea Sanchez	6353 M. la Grana Luna SF NM 87507	Andrea Sanchez	
11	Versaue Thorn	20 Avenida Del Monte SF NM 87508	Alto Versaue Thorn	Dist 5
12	Andrea Clover	5 Max Lane SF NM 87508	Andrea Clover	5
13	DANA SIMMONS	9 MONTE ALTO LANE SF NM 87508	Dana Simmons	5
14	Mark Winer	484 Old Canongita Rd SF NM 87508	Mark Winer	
15	Gerald Zollars	186B Arroyo Honda Rd Santa Fe, NM 87503	Gerald Zollars	4
16	CRAWHANSEN	5 FRASCO WAY SF, NM 87508	Craw Hansen	5
17	Dora A. KUEZTHAU	5 FRASCO Way 87508	Dora A. Kueythau	5
18	ROBERTA S. BENNETT	26 Calle Cal 87508	Roberta S. Bennett	
19	EULA L. WEST	26 Calle Cal 87508	Eula L. West	
20	Tracey Mitchell	83 Cam erada Loop	Tracey Mitchell	5

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	Name (print)	Address: street+zip only	Signature	Co. Dist.
1	Mary Rechitz	40 Cerrado Loop ⁸⁷⁵⁰⁸	Mary Rechitz	5
2	Gabon Gerhard	2429 Camino Capitan	GG	
3	Margaret Robbins	7 Monte Alto Court	Margaret Robbins	5
4	LESZEK TETERU	4 MINNA RD	Leszek Teteru	5
5	Pattymchaly	13 Valencia Loop	Pattymchaly	5
6	Lisa Boegel	51 Herrada Rd	Lisa Boegel	5
7	ART BRADT	1 MT ALTO CT	Art Bradt	5
8	Kent Hynes	356 Bishop Lane	Kent Hynes	4
9	Frederick B. Bucca	677 Old Las Vegas Hwy ⁸⁷⁵⁰⁵	Frederick B Bucca	4
10	STEVE WOODWARD	82 HERRADA RD	Steve Woodward	5
11	DEREK SKORON	733 SANTA ANA	Derek Skoron	
12	Rosemarie Ulbarri	20 Encantado Rd	Rosemarie Ulbarri	5
13	Jerry Knapczyk	9 Cosmos Ct	Jerry Knapczyk	5
14	Margaret Brads	13 Herrada Ct	M. Nelson	5
15	Rafael Herrera	2385 Cm. Capitan #3	Rafael Herrera	
16	C. EMERY CUDDY	130 VERANO LOOP	C. Emery Cuddy	5
17	Krasibordco, Edeudo	17 Lucero Rd.	Edeudo Krasibordco	5
18	David Perlmutter	1 Quedo Rd	David Perlmutter	5
19	Noreen Perlmutter	1 Quedo Rd	N Perlmutter	5
20	M. Louise Cavatta	3 Altura Rd	M. Louise Cavatta	5

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	Name (print)	Address	Signature	Co. Dist.
1	Lynn Holm	9 Gaviota Rd, SF 87508	Lynn Holm	5
2	Angela Gulick	6 Gaviota Rd. SF 87508	Angela Gulick	5
3	Ruth Weick	11 Gaviota Rd S.F. 87508	Ruth Weick	5
4	Alfred Claassen	11 Gaviota Rd 87508	Alfred Claassen	5
5	John Obenhausen	4 Duende Rd 87508	John Obenhausen	5
6	Nancy Lehrhapt	4 Duende Rd 87508	Nancy Lehrhapt	5
7	HENRY ELLA WATERS	8 Esquina Rd 87508	Henry Ella Waters	5
8	PETER NISBET	16 CLOUD WAY 87508	Peter Nisbet	3
9	BILL GUCKERT	58 MOYA RD	Bill Guckert	5
10	EMMA CORDOVA	Lamy	Emma Cordova	5
11	GUY WALDOFF	STANLEY	Guy Waldo	3
12	John Ireland	8 HZUL HWY	John Ireland	5
13	BOONE HAMMOND	39 CERRO CIRCLE	Boone Hammond	4
14	PETER E VOGEL	1607 YOUNG SF	Peter E Vogel	
15	MARGE NAVRATIL	7 AVENIDA VISTA	Marge Navratil	4
16	Terry Meacham	11 ENSENADA DRIVE	Terry Meacham	5
17	Randy Gagn	1 CAMINO LARGO	Randy Gagn	2
18	PHILIP	17 Melado -	Philip	5
19	ZACHARY RUBEN	1 MONTE ALTO CIRCLE	Zachary Ruben	5
20	JOE BRAGNA	1 Candelero Ln Sfe	Joe Bragna	5

Petition in Support of Curbside Solid Waste and Recycling Collection Districts

Because it is a major positive step towards improving the county's poor recycling rates I support passage of the proposed solid waste ordinance that requires curbside trash and curbside recycling service for one fee from franchised haulers in Santa Fe County.

The ordinance creates three solid waste and recycling collection districts. I understand that my participation in the district in which I reside is purely optional, and that I can use instead my local Convenience Center for the paid disposal of trash and for free recycling. I also understand that if I do subscribe to paid curbside service I will have to use the hauler that has been awarded the contract to provide service in my district.

(Petition sponsored by Eldorado/285 Recycles. Karen Sweeney, Chair, email at: eldorado285recycles@mail.com)

SFC CLERK RECORDED 07/31/2015

	Name (print)	Address: street+zip only	Signature	Co. Dist.
1	Pat Czeto	14 Altura Rd 87508	Pat Czeto	5
2	Jodie Hovermale	2325 Old Arroyo Camino 87505	Jodie Hovermale	
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Who benefits from successful implementation of the proposed ordinance?



Private Haulers - Huge Economic Incentives

- Exclusive access to a large number (5,000 to 5,700 potentially) of households.
- Homes located in a contiguous area (the collection district) allowing efficient route planning, minimizing fuel use, maximizing the number of households serviced per collection vehicle.
- Long term contract (7 years) allowing long term planning and financing.
- Escalators to cover inflation of labor, equipment, and fuel costs.
- Guaranteed multi-million dollar cash flow over life of the contract (conservatively 7 to 12 million depending on percent of district residents who sign on, monthly fee, escalators, etc.).
- Even small haulers (or a joint venture of several of them) can offer bids since the cash flow should make possible the financing of start-up equipment costs.
- Didn't bid, or lost bid? 15,000 households outside the three collection districts need trash and recycling service, as do all County businesses and institutions. Might partner or subcontract with winning bidder to service homes with long driveways.

County Government

- Assumption of responsibility for contracted trash and recycling curbside service for half of the County's 30,000 households located outside Santa Fe city limits.
- ~~Reception of reports from all haulers of trash and recyclables taken to the Solid Waste Management Agency's (SWMA) facilities or other New Mexico Environment Department approved solid waste facility.~~
- Creation of a collection system almost the same as the one the City of Santa Fe is developing (allowing for a uniform educational program funded and developed by SWMA).
- Prospect of sharp increase in County's abysmal recycling rates, a doubling if Pay As You Throw included in the hauler contracts..
- Possible savings in Citizen Convenience Center operating costs through reduced staffing and/or operating hours.
- Administrative costs to be covered by a 2% fee on gross revenue received by the contracted haulers (with but a small impact on the monthly household collection rate).

Residents of the Solid Waste and Recycling Collection Districts Who Subscribe

- Because of the economic incentives to the contractors the single fee for combined trash and recyclable service should be affordable. Annual increases in the fee limited by the contract.
- County responsible for enforcing all contract provisions.
- Weekly collection of trash at curbside or roadside in a wheeled, covered cart, probably of 64-gallon capacity, that can be stored outside the home..
- If Pay As You Throw included in the hauler contracts, the option of a smaller perhaps 32-gallon cart at a significantly lower monthly rate.
- Bi-weekly collection of "single-stream" recyclables (minus glass) in a covered 96-gallon cart.
- Most likely a wider variety of recyclable items (than currently) will be accepted.
- Can use the County Convenience Centers for glass and other items the centers accept (batteries, cell-phones, fluorescent bulbs, etc.) that are not accepted in the contractor's single-stream recycling cart.

- Homes with long driveways may choose to have "side-door" service, but at extra cost. Low income, disabled, and/or elderly may receive this service at a reduced cost.
- Collection trucks will appear on local roads only once per week for trash pick-up, only once every other week for recyclables.

Residents of the Solid Waste and Recycling Collection Districts Who Do Not Subscribe

- Cannot hire a hauler other than the one who has the contract for the collection district in which they reside.
- Can continue to use any of the County Convenience Centers or the one operated by SWMA at its BuRRT facility.

Non-Residents of the Solid Waste and Recycling Collection Districts

- Can hire any licensed hauler for trash, or for trash and recycling, service.
- Can begin, or continue, to use any of the County's Citizen Convenience Centers or the one operated by the SWMA at its BuRRT facility.

Our Environment!

- We expect a dramatic increase in recycling because of the convenience of the large single-stream carts; the acceptance of more categories of recyclables; and perhaps the strong financial incentive of Pay As You Throw. Where such provisions have been made throughout the country recycling rates have more than doubled.
- The Pay As You Throw incentive often leads households to reduce their purchase of excessively packaged items, to begin backyard composting of food scraps and yard clippings, and to reuse or donate repairable items, all in addition to recycling more.
- The resulting reduction in trash collection and disposal will extend the lifetime of our Caja del Rio landfill.
- The restriction of collection vehicles operating in the districts will result in less traffic, fuel consumption, air pollution, and perhaps road damage.

Joe Eigner