

SANTA FE COUNTY
BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING

July 11, 2017

Henry Roybal, Chair - District 1
Anna Hansen, Vice Chair - District 2
Robert A. Anaya - District 3
Anna Hamilton - District 4
Ed Moreno - District 5

SANTA FE COUNTY
REGULAR MEETING
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July 11, 2017

I. A. This regular meeting of the Santa Fe Board of County Commissioners was called to order at approximately 2:10 p.m. by Vice Chair Anna Hansen in the Santa Fe County Commission Chambers, Santa Fe, New Mexico.

B. Roll Call

Roll was called by Deputy County Clerk Vicki Trujillo and indicated the presence of a quorum as follows:

Members Present:

Commissioner Henry Roybal, Chair [late arrival]
 Commissioner Anna Hansen, Vice Chair
 Commissioner Robert A. Anaya
 Commissioner Anna Hamilton
 Commissioner Ed Moreno

Members Excused:

None

C. Pledge of Allegiance

D. State Pledge

E. Moment of Reflection

The Pledge of Allegiance was led by Daniel Fresquez, the State Pledge by Pat Ortiz and the Moment of Reflection by Elsa Ornelas-Segura of the Administrative Services Department.

Commissioner Anaya asked for a moment of silence for Joe Grill and former Housing Commissioner, Francis "Frankie" Ong.

I. F. Approval of Agenda

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 Tabled or Withdrawn Items**

KATHERINE MILLER (County Manager): Mr. Chair, we have on page 2 of your agenda, under Consent Agenda, items II. A. 2 and II. B. 3, both of those items

were on the agenda but the first one had a corrected caption and the second one, II. B. 3, was in a different area of the agenda. Also under Action Items, III. B. 2, that resolution for general obligation refunding and improving bonds was added. And Action Item III. C. 2, Miscellaneous, an MOU between the Housing Authority, the Association of Realtors and the Housing Trust, that item was added. And then item III. C. 3, a water service agreement was also added.

The items under Matters from the County Attorney, items VI. A 1, 2, 3 and 4, and then also VI. B. 2 was added. Item 1 was already there and that had a caption correction.

Those are the amendments to the agenda. They were posted on July 7th at 2:52 pm.

COMMISSIONER HANSEN: Thank you. With that, is there a motion for approval.

COMMISSIONER HAMILTON: Madam Chair, I move that the agenda be approved as amended.

COMMISSIONER HANSEN: And do I have a second?

COMMISSIONER MORENO: Second.

The motion passed by unanimous [4-0] voice vote. [Commissioner Roybal was not present for this action.]

I. G. Approval of Minutes

1. Approval of June 13, 2017, Special Board of County Commission Meeting Minutes

Commissioner Hamilton moved to approve the minutes as submitted and Commissioner Moreno seconded. The motion passed by unanimous [4-0] voice vote. [Commissioner Roybal was not present for this action.]

2. Approval of June 13, 2017, Regular Board of County Commission Meeting Minutes

Commissioner Hansen offered a correction to page 41 which was incorporated into the minutes.

Commissioner Moreno moved to approve the minutes as amended and Commissioner Hamilton seconded. The motion passed by unanimous [4-0] voice vote. [Commissioner Roybal was not present for this action.]

II. CONSENT AGENDA

B. Resolutions

- 1. Resolution No. 2017-74, a Resolution Authorizing the Disposition of Fixed Assets in Accordance with State Statute (Finance Division/Don Moya)**
- 2. Resolution No. 2017-75, a Resolution Authorizing the County Attorney to Bring Condemnation Actions, if Necessary, to**

Acquire Property Interests for the Mt. Chalchihuitl Open Space (Public Works Department/Mark Hogan)

C. Miscellaneous

- 1. Approval of State of New Mexico Commissioner of Public Lands Right-of-Way Agreement in the Amount of \$21,079 for the TL6S Transmission Line Project (Public Works Department/Terry Lease)**
- 2. Request Approval of Amendment No. 5 to Firestik Studio Agreement No. 2014-0237-HHS/PL to Extend the Term and Increase Compensation in the Amount of \$80,000 Inclusive of New Mexico Gross Receipts Tax for a Total Contract Sum of \$583,000 to Design and Implement DWI Public Awareness Campaigns and Authorize the County Manager to Sign the Purchase Order (Purchasing Division/Bill Taylor)**
- 3. Request Approval of Amendment No. 3 to Collective Bargaining Agreement between Santa Fe County and the Santa Fe County Sheriff's Association, A Subsidiary of the New Mexico Coalition of Public Safety Officers/NMCP SO (Human Resources Division/Bernadette Salazar)**

COMMISSIONER HANSEN: What is the pleasure of the Board?

COMMISSIONER ANAYA: Madam Chair.

COMMISSIONER HANSEN: Yes.

COMMISSIONER ANAYA: I just have a question, if I could, on amendment #5 to Firestik Studio agreement, if someone's here.

COMMISSIONER HANSEN: Under Consent Agenda?

COMMISSIONER ANAYA: Yes, under Consent. Item 2 under Miscellaneous. If you could just – it's a large contract. I'm familiar with the contract, but I wanted to see – it's Miscellaneous #2 for Firestik Studio agreement. If you could just give a summary, Lupe, I'd appreciate it.

LUPE SANCHEZ (DWI Coordinator): Madam Chair, Commissioner Anaya, this is the contract that we have in place that create all our public awareness of the program. So this is the fourth year of the contract. They've created all our artwork, the media campaigns, all those types of things.

COMMISSIONER ANAYA: What kinds of things are they doing out in the community, if you could, Lupe, just to let everybody know what's happening relative to the agreement?

MR. SANCHEZ: Sure. Madam Chair, Commissioner Anaya, they've created the bus wraps that you've seen rolling around town. A lot of radio advertisement, inserts in the papers. We've advertised up in Rio Arriba County in the Sun News there because what we're finding is we have a lot of people coming down from Rio Arriba that are picking up DWIs here. So we're trying to educate them on the forfeiture law and those types of things. We've also had a mass production of coasters, cocktail coasters, cocktail napkins, those types of things that get distributed to our local restaurants and bars throughout the city, and those are passed out during strategic times such as the

Fourth of July, Christmas holidays, those types of things.

COMMISSIONER ANAYA: Thank you, Madam Chair, Lupe. How long is this agreement for and is this – are we concluding on amendments or are we going to have more amendments?

MR. SANCHEZ: This is the last year of the contract. It will conclude at the end of March of this year, at which time we'll issue a new RFP and see about moving forward with public awareness.

COMMISSIONER ANAYA: Madam Chair, Lupe, the DWI Council and yourself and others have been satisfied with the work that's been done thus far associated with the campaign and this contractor?

MR. SANCHEZ: Madam Chair, Commissioner Anaya, that's correct. They've done a good job for us. In my opinion they've gone above and beyond of what they've provided for us. So we've been real satisfied with what they've produced so far.

COMMISSIONER ANAYA: Awesome. Thank you, Lupe. Thank you, Madam Chair. I don't have any other questions.

COMMISSIONER HANSEN: Are there any other questions on the Consent Agenda before we move to approve? Could I have a motion?

COMMISSIONER HAMILTON: I would move to approve the Consent Agenda.

COMMISSIONER HANSEN: A second?

COMMISSIONER MORENO: Second.

The motion passed by unanimous [4-0] voice vote. [Commissioner Roybal was not present for this action.]

III. ACTION ITEMS

B. Resolutions

1. **Resolution No. 2017-76, a Resolution Scheduling a New Water Delivery Pursuant to Resolution No. 2006-57 for the Second Six Months of 2017 and Approving a New Water Allocation Pursuant to Section 5.7.3.3 of the Sustainable Land Development Code (SLDC) [Exhibit 1: Revised Staff Memo]**

JERRY SCHOEPPNER (Public Works): Thank you. Good afternoon, Madam Chair, members of the Commission. I'm here today to request approval of the resolution scheduling a water delivery for the second half of 2017 and approval of a new water allocation pursuant to the SLDC 5.7.3.3. I do have with me a revised memo. The memo that you have in your packet has an error in it. It has St. Francis South listed three times as a rehab center, the multi-family and St. Francis itself. So that's been consolidated, and the resolution does not change but the memo does change and I do have copies of you need them.

TONY FLORES (Deputy County Manager): Madam Chair, those are on your dais already as a revised memo.

MR. SCHOEPPNER: So the current requests are two new requests for

water service for the second six months of 2017, water delivery totaling 8.06 acre-feet per year for the Legacy project, which consists of an 84-bed senior assistance facility, and an allocation of water totaling 45.67 acre-feet per year for the Vegas Verdes or St. Francis South project, which consists of 75 units at a senior assisted facility, which also has leasable office space and a warehouse.

Ten projects have previously been approved under Resolution 2016-80 and that was back in July of last year and it totaled 188.15 acre-feet per year. However, water from the St. Francis South facility, for the multi-family and for the rehab center was included in that and that's been backed out and adjusted for what's known know as the St. Francis/Vegas Verdes project. So with that I'll stand for any questions that you may have.

COMMISSIONER ANAYA: I'll move for approval, Madam Chair.
COMMISSIONER HAMILTON: I second.

The motion passed by unanimous [4-0] voice vote. [Commissioner Roybal was not present for this action.]

III. B. 2. Resolution No. 2017-77, Notice of Sale Resolution for General Obligation Refunding and Improvement Bonds, Series 2017
[Exhibit 2: Revised Staff Memo and Supporting Material]

DON MOYA (Finance Director): Thank you, Madam Chair, members of the Commission, Manager Miller. What you have before you today for approval is a notice of sale resolution and this is the first issuance of the \$35 million that was approved by the voters in November of 2016. It was approved in five separate categories: road improvements, water/wastewater projects, public safety facilities, open space, trails and parks, and community health facilities.

What we are proposing or asking you to approve is a sale of \$22,015,000 for those specific areas, those five specific areas, and in addition, we would also like to take advantage of some market conditions right now and refinance the 2009 Series and use \$6,760,000 for an advanced refunding, which will save about 3.5 percent at present value. The threshold is about three percent so it would be worth our while to refinance the 2009 Series. The total amount of the sale will be \$28,775,000. This will not change the tax rate and the sale is scheduled for August 8th with the ratings presentation coming up later this month.

I have with me today as sort of expert witnesses, if you will, Eric Harrigan from RBC and Mr. Peter Franklin from Modrell, our bond counsel, and we stand for questions. Mr. Harrigan has also provided some information in your packet. I believe it came in this morning. It looks like this and he will just take a few minutes and talk a little bit about some market conditions, the ever mercurial changing market conditions and sort of let you know what we're in for. Thank you.

COMMISSIONER HANSEN: Thank you. Welcome.

ERIC HARRIGAN: Thank you, Madam Chair, members of the Commission, Eric Harrigan with RBC Capital Markets. As Mr. Moya mentioned we have bond ratings scheduled for late July, July 26th with Standard and Poors. The County's

bonds are rated AA+ by Standard and Poors. We don't anticipate that changing. The County has been very good stewards of its money and has managed its finances well, so we do not anticipate that changing. The bonds will be sold subject to approval today on August 8th. We'll take bids in the morning similar to what the County has done in the past for its general obligation bonds and gross receipts tax bonds. And in that process bids are open to investment banking firms all over the country. They will bid on those bonds and during that process, while they can't actually see what other investment banks are bidding, they do have the ability to improve their bid to try to win the business and the County in the past has experienced quite a bit of activity during that bidding process to the benefit of the County. After those bids that morning we'll bring the final sale results to the Commission for final approval.

As Mr. Moya also mentioned, including in the financing of the new money bonds that were approved by voters there's also a refunding of existing 2009 County general obligation debt. Now, in the event that market conditions were to worsen and we can't generate the minimum threshold expectation, we simply wouldn't refund those bonds; we would just continue to leave those outstanding. That will be determined as we get closer to the actual pricing date.

From just a general market condition standpoint after the election in November we saw a significant run-up of interest rates kind of peaking in January and since that point interest rates have come down and sort of bottomed, if you will, in May. They've started to tick back up for a couple of reasons. One, the US economy continues to perform quite well. If you may have seen last week the jobs number came in and they added about 222,000 which was higher than expectations. However, wages, which is something also that the Federal Reserve pays attention to, was pretty flat. The Federal Reserve did raise interest rates in June. They will meet again on July 26th. We do not anticipate that they will raise interest rates at that point in time. So we feel comfortable that August 8th is a good time to go into the market to sell those bonds. And with that I'd be happy to answer any questions that you might have.

COMMISSIONER HANSEN: Any questions?

COMMISSIONER ANAYA: Madam Chair.

COMMISSIONER HANSEN: Commissioner Anaya.

COMMISSIONER ANAYA: Madam Chair, Eric, I appreciate in your remarks that you as well noted as Mr. Moya did that this particular sale deals with some refunding but advances the first phase, if you will, of the bonds approved by the voters and sets in motion the process by which the bonds will be sold, so that we can acquire the resources necessary to invest in the capital projects that the voters endorsed. So I appreciate that. I'm excited that we're getting to this point so that we can advance and move those projects along and so I would move approval of the resolution and hope for a second.

MR. HARRIGAN: One think that I also would just like to clarify, that the projected debt service tax rate, after the issuance of these bonds as was communicated to voters in November is \$2.12, for this upcoming tax issuance sale. One thing I did want to just – Peter Franklin did want to say a couple of words. I will turn it over to him with the Modrell law firm.

[Commissioner Roybal joined the meeting.]

PETER FRANKLIN: Good afternoon, Madam Chair, new Commissioners. I'm Peter Franklin with Modrell Sperling. I've served as the County's bond counsel since about 2003, I believe. The one thing I wanted to make sure you're aware of is that probably – I'm going to say early next week we will be distributing a form of disclosure documents for the BCC's review. It's basically a draft prospectus for the bonds which describes details about the County which would be material to investors. Basically, we'd like to make sure that you have a chance to review that document, ask any questions, raise any concerns you might have about it. It's a big, thick document. We're not going to ask that you review literally every word in it. We'll call out some specific sections that we think the County ought to be aware of and just give you the opportunity to make sure that you're comfortable with it. So with that, thank you very much.

CHAIR ROYBAL: Commissioner Hamilton.

COMMISSIONER HAMILTON: I just had a quick question. Is that sort of a standard document that we'll be getting to review? And is that to provide information to prospective bidders for this upcoming sale?

MR. FRANKLIN: That's exactly right. I should have said both those things. Thank you.

CHAIR ROYBAL: Any other questions from the Board? I believe Commissioner Hansen said we did have a motion.

COMMISSIONER HANSEN: Commissioner Anaya made a motion.

COMMISSIONER HAMILTON: I'll second.

CHAIR ROYBAL: Okay, we have a motion by Commissioner Anaya and a second by Commissioner Hamilton. Any other discussion? Seeing none.

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

III. C. Miscellaneous

1. Request Approval of a County Utility Line Extension and Service Agreement between Vegas Verde, LLC and Santa Fe County [Exhibit 3: Revised Staff Memo]

SANDR ELY (Utilities Department): Good afternoon, Chairman, members of the Commission. I am here to request approval of the County utility line extension service agreement between Vegas Verdes, LLC and Santa Fe County for the St. Francis South development. This agreement would enable the design and construction of the water and wastewater line extensions, provide water service and wastewater discharge for that project. That project includes office and warehouse space and a 75-unit senior assisted living facility and a skilled nursing facility.

The total amount of the water budget, including the 20 percent add-on as required by Resolution 2006-57 is 54.8 acre-feet. This agreement would be contingent upon the Board's approval of the final plat, for phases 1 and 2 of St. Francis South which will be considered this afternoon. I'm available for questions if you have them.

CHAIR ROYBAL: Okay, do we have any questions from the Board? Okay, seeing none –

COMMISSIONER ANAYA: Move for approval, Mr. Chair.

CHAIR ROYBAL: So we have a motion from Commissioner Anaya. Do I hear a second?

COMMISSIONER MORENO: Second.

CHAIR ROYBAL: And a second from Commissioner Moreno. So we have a motion and a second and there's not any more discussion.

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

**III. C. 2. Request Approval of a Memorandum of Understanding
Between the Santa Fe County Housing Authority, the Santa Fe
Association of Realtors, Inc. and the Santa Fe Community
Housing Trust [Exhibit 4: Staff Memo]**

JOSEPH MONTTOYA (Housing Director): Good afternoon, Chairman Roybal and members of the Commission. Thank you very much. This is just a formal signing of a memorandum of understanding that you approved at the May 30th meeting of the Housing Board. So we wanted just to take this opportunity to make sure that the world knew how well the County of Santa Fe, the Santa Fe Community Housing Trust, and the Santa Fe Board of Realtors are working together to be able to assist those in most need.

In this particular instance there's a lot of leadership. I wanted to really point out the Board of Realtors may want to be able to speak on this issue and the Santa Fe Community Housing Trust, on the assistance of our veterans. So this is a specific program that we're working collaboratively on to assist our veterans, those in most need of assistance. And it will concentrate just on a few people to be able to see at the end of the day whether or not we can provide affordable housing opportunities in the area of homeownership.

So with that I'd like to ask if any of the other members want to speak to you formally, and then we can have a formal signing at the table.

CHAIR ROYBAL: Okay, do we have anybody else who would like to speak?

MELISSA PIPPIN CARSON: Hi. Commissioners, thank you. My name is Melissa Pippin Carson. I'm the president of the Santa Fe Board of Realtors and we're very excited to work with the Santa Fe County Housing Trust and the Housing Authority to help our veterans who have served locally in Santa Fe. We believe in homeownership and we look forward to this opportunity. Thank you.

CHAIR ROYBAL: Thank you.

SHARRON WELSH: I'm Sharron Welsh from the Santa Fe Community Housing Trust, and I'm very pleased to be part of this partnership. And I've seen a tremendous increase in the interest by returning veterans. For instance, right now we have a 23-unit subdivision we're building. I think 12 were sold and four are to veterans, three of whom are disabled. So that's out of 12 that are sold. So this is a valuable program and I think the heightened awareness in the community and the activity by veterans organizations is very good for helping our returning veterans. Thank you.

CHAIR ROYBAL: Thank you, Ms. Welsh. Commissioner Anaya.

COMMISSIONER ANAYA: Good seeing you, Ms. Welsh. It's been a while. Great work. Appreciate the comments of the Board of Realtors. Not only has the Community Housing Trust been a valuable asset in the way of providing affordable housing for many, many years to many, many citizens and it's very much appreciated but in addition to the collaboration for veterans on this particular project the Board of Realtors has been one of our primary economic engines in this county and this region for many, many years in the way of economic development daily, jobs and opportunities for families to have homes across every income spectrum. So I want to thank the Community Housing Trust but I want to thank the Board of Realtors, the Association of Realtors, not only for this project but all that the realtors do day in and day out to assist and help keep our economy progressing. So thank you so much.

One thing that I would put to the Board of Realtors that I would like some feedback on specifically relates to our new Sustainable Land Use Code. We understand and know that as we progress through the new code that we're going to have positive aspects associated with it. We also know we're going to have hiccups. And so I would like to ask the Board of Realtors to help us in providing feedback and evaluation of what they feel is working and what they feel may not be working so that we can work collaboratively across not only yourselves but other organizations across the county to make sure that not only do we have a functional, sustainable code but one that's practical and usable and that helps to promote continued economic development as well as providing sustainability.

So I ask that of all of you and very much appreciate the collective efforts of the Trust and others for their work. I also recognize that in addition to yourselves there's a lot of staff behind the scenes that to into doing a lot of work. And so I very much appreciate that work that goes on behind the scenes as well. And thank you, Joseph, as well for your efforts. Thank you, Mr. Chair.

CHAIR ROYBAL: Thank you, Commissioner Anaya. Commissioner Hansen.

COMMISSIONER HANSEN: Also, I want to say thank you to Sharron. It's great to see you. I haven't seen you for a long time. And I think this is a great project. I echo what Commissioner Anaya said to the realtors. We appreciate your feedback on the Sustainable Land Development and any information that you can give us is really valuable. So I just want to also extend that opportunity to you and thank you very much for working on this MOU together and making this move forward because it's an important project.

CHAIR ROYBAL: Thank you, Commissioner Hansen. Did we have any other comments from the Board? I also want to say thank you, Joseph, for all your hard work and to our Realtor's board and Ms. Welsh for your comments. We're proud to be here today to witness this event. So thank you guys and with that being said, do we need to have a motion on this? Yes? Okay, so we'll go ahead and what's the pleasure of the Board?

COMMISSIONER ANAYA: Move for approval.

COMMISSIONER HAMILTON: Second.

CHAIR ROYBAL: Okay, we have a motion and a second. Tony, did you

have something to add?

MR. FLORES: Mr. Chair, after the vote if we can bring the Commission down and have the formal signing here with the three partners, that's what the table is set up for.

CHAIR ROYBAL: Okay. So I have a motion and a second and no other discussion.

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

[A formal signing ceremony took place and photographs were taken.]

III. C. 3. Request Approval of In-Lieu of Fee Agreement Regarding Water Service Between Santa Fe County and PPSL Legacy at Santa Fe, LLC [Exhibit 5: Revised Staff Memo]

MS. ELY: Chairman, Commissioners, I am seeking approval of an in-lieu fee agreement for water service for Legacy at Santa Fe. This agreement would enable PPSL Legacy at Santa Fe to pay a fee in lieu of providing 9.67 acre-feet of water to the County for the senior center that is currently under construction out on 599. Under the agreement, PPSL would pay the County a total fee of \$106,370 based on a price of \$11,000 per acre-foot in 13 installments. Please let me know if you have any questions about the agreement.

CHAIR ROYBAL: Commissioner Hansen.

COMMISSIONER HANSEN: You feel that this is enough water for this development?

MS. ELY: Chairman Roybal, Commissioner Hansen, yes. We reviewed the water budget and believe that it is adequate for this type of project.

COMMISSIONER HANSEN: And I do understand that there is 20 percent additional in there to cover. If for some reason they go over their water budget, what will we do?

MS. ELY: The County ordinance enables the County to do a couple of things. One, to ask them to reduce and two, to ask them to transfer additional water rights to the County to cover the additional use.

COMMISSIONER HANSEN: Okay.

MS. ELY: So we do have a few mechanisms to address those situations.

COMMISSIONER HANSEN: Okay. So I would like to move to approve.

COMMISSIONER ANAYA: Second.

CHAIR ROYBAL: Okay, we have a motion and a second. Under discussion, Commissioner Hamilton.

COMMISSIONER HAMILTON: I just wanted to ask quickly the setting of the per acre-foot fee. Is that a current average? Where does that come from?

MS. ELY: The County Utility has been reviewing the current price. It probably is a little low and I believe we will be coming forward to you with a request to increase that acre-foot price in the future. This is what's currently allowed under County ordinance.

COMMISSIONER HAMILTON: Thank you.

CHAIR ROYBAL: Okay. Any other discussion? We have a motion and a second.

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

IV. MATTERS OF PUBLIC CONCERN

CHAIR ROYBAL: Do we have anybody from the public that would like to address the Commission tonight? Okay, seeing nobody, we'll go ahead and close Public Concern.

V. MATTERS FROM THE COUNTY MANAGER

A. Miscellaneous Updates [*Exhibit 6: Employee Picnic Announcement; Exhibit 7: National Heritage Area Opening Announcement*]

MS. MILLER: Mr. Chair, Commissioners, just a few things. On Friday morning at 10:00 am, this Friday, July 14th in the Aspen Courtroom, second floor of the Federal District Court, which is the Santiago y Campos United States Courthouse, 106 South Federal Place in Santa Fe. The Judge, Judge Johnson intends to sign and enter the final judgment and decree of the water rights of the Nambe, Pojoaque, Tesuque stream system. So I do know that some of the federal individuals from BIA and water rights as well as BOR and the pueblos do intend to be there and we have been invited to attend.

Also on Friday the 14th, the Santa Fe County Employee Appreciation picnic will be held from noon to four at Romero Park in the historic village of Agua Fria.

Then on Saturday, August 5th, the Rio Grande National Heritage Center will be holding a grand opening and rededication. It will take place at the Northern Rio Grande National Heritage Center, which is located at 848 State Road 68 in Alcalde. That was formerly the Oñate Visitors Center and the Rio Arriba County has donated that facility to the Rio Grande National Heritage, so it will be the new National Heritage Center. They are planning a full day of activities, including music, dance, art, education and food celebrating the Northern Rio Grande National Heritage Area, which covers Taos, Santa Fe, and Rio Arriba counties.

And then finally Thornton Ranch site visit. As part of the County's ongoing efforts to collaborate and consult with the tribes and pueblos on Thornton Ranch open space property, on Wednesday, July 12th, from 8:00 to 5:00, staff will be hosting tribe and pueblos to provide an overview and site visit of the property. And that will be out in Galisteo and then over to the Thornton Ranch property.

So I just wanted to let you know about those and if you have any questions for me.

CHAIR ROYBAL: Do we have any questions for Manager Miller? Thank you for that update, Manager.

VII. DISCUSSION/INFORMATION ITEMS/PRESENTATIONS

A. Presentations

1. Presentation of Final Report for the Arts, Culture, Cultural Tourism Committee (ACCT)

PENNY ELLIS-GREEN (Growth Management Director): Thank you, Mr. Chair, Commissioners. I'll go ahead and take this presentation, since Chris is presenting a grant down in Albuquerque. The Board of County Commissioners passed a resolution in 2014 which created the Arts, Culture, Cultural Tourism Committee. This committee has been formed to explore different means of supporting artists and cultural communities around Santa Fe County from the County level.

The resolution called for a seven-member committee to be formed for a period of two years and in 2016 an additional two-year period was given with an end date of 2018. However, the ACCT were able to accomplish their goal early. They were set with tasks. The charge of the committee was to examine three categories subject to arts, culture and cultural tourism, and listed specific tasks to be carried out in each category. They include identifying all existing and potential funding sources, including lodgers tax, grants, one percent for the arts programs, the quality of life gross receipts tax and bonding.

Second task, to explore areas of potential collaboration and partnership with local governments, communities and other related organizations. And thirdly, develop policy options, action items and specific project proposals for the BCC, including roles that the County might play in fostering these new economic activities.

The committee devised various mechanisms to address each of these tasks including subcommittees, which examined inventory, branding and marketing, partnerships and collaboration, issuance of survey of county artists, and working with the Northern Rio Grande Heritage Area in an effort to provide enhanced visibility to county artists and the creation of a inventory of existing arts-related businesses and non-profits.

The committee had four main recommendations and they are that Santa Fe County could consider a one percent for the arts program modeled after the Los Alamos County ordinance. This suggests designing a program that will establish an account that is funded from the requirement of capital projects above a certain dollar amount which will contribute a percentage to purchase art to be placed in public places around the county. This percentage could be set at different rates for different types of projects, for example one percent for construction, five percent for road projects.

The second recommendation is for the County to consider a program for display cases in the County Administration Office Building, and also the new building in the old judicial complex. This program would have personnel maintaining the cases, select the artwork to be displayed and possibly collecting a fee for the purpose of maintenance.

Number three, consider developing an interactive map layer, like the trails app that help guide people to arts and cultural features within the county, and number four, consider reissuing and adequately supporting a survey to the arts, culture and cultural tourism entities of the count to help identify better mechanisms of support and to create

an active inventory of artists and their disciplines.

Staff hasn't analyzed these recommendations yet. After this staff will identify how these programs may be implemented. We would come back to the Board to present later this year for further recommendations, direction and possible implementation. Today this is just a presentation; no action is required. The full report is in your packet and we would like to thank the ACCT members for their hard work and we will be producing certificates of appreciation. And I believe we have a couple of our ACCT members here if they would like to add anything.

CHAIR ROYBAL: Okay. Thank you for your presentation. Is there any questions from the Board? Commissioner Hansen.

COMMISSIONER HANSEN: I'd just like to thank you for all the hard work that you put into this. It's great to see you, Ramona, and I agree with you. I thought what Los Alamos County had done was a really comprehensive package and I read all your recommendations and I think they're really a good direction for the County to start moving in. And I think it's a really exciting project to be involved in and I'm looking forward to formalizing it. So I just wanted to say thank you very much for all your hard work.

CHAIR ROYBAL: I'd like to go ahead and echo those comments. Thanks a lot for all your hard work. Great presentation, Penny. Do we have any other comments from the Board? No? Thank you very much.

VI. MATTERS FROM THE COUNTY ATTORNEY

- A. Executive Session. 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, Discussion of the Purchase, Acquisition or Disposal of Real Property or Water Rights, as allowed by Section 10-15-1(H)(8) NMSA 1978, and Deliberations in Connection with an Administrative Adjudicatory Proceeding, as Allowed by Section 10-15-1(H)(3) NMSA 1978, Including the Following:**
- 1. *State of New Mexico, ex rel. State Engineer v. R. Lee Aamodt et al.*, US District Court, District of New Mexico, No. Civ. 66-06639 WJ/WPL**
 - 2. Rights-of-Ways for County Roads**
 - 3. CASE # 10-5364 St. Francis South Preliminary Plat Approval for Phase 1-4 and Final Plat Approval for Phase 1 & 2**
 - 4. Potential Enforcement Actions for Violations of the Santa Fe County Sustainable Land Development Code and Other County Ordinances**

GREG SHAFFER (County Attorney): Mr. Chair, Commissioners, the basis for the closed or executive session and the specific items to be discussed are as follows: 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, discussion of the purchase, acquisition or disposal of real property or water rights, as allowed by Section 10-15-1(H)(8) NMSA 1978, and deliberations in connection with an administrative

adjudicatory proceeding, as allowed by Section 10-15-1(H)(3) NMSA 1978, including the following: *State of New Mexico, ex rel. State Engineer v. R. Lee Aamodt et al.*, US District Court, District of New Mexico, No. Civil 66-06639 WJ/WPL; rights-of-way for County roads; Case # 10-5364, St. Francis South Preliminary Plat Approval for Phase 1-4 and Final Plat Approval for Phase 1 & 2; potential enforcement actions for violations of the Santa Fe County Sustainable Land Development Code and other County ordinances, and the motion to go into executive session should just incorporate those items and the statutory basis for the closed session.

COMMISSIONER HANSEN: So moved.

CHAIR ROYBAL: We have a motion.

COMMISSIONER MORENO: Second.

CHAIR ROYBAL: And a second by Commissioner Moreno. Can we get a roll call?

The motion to go into executive session pursuant to NMSA Section 10-15-1-H (3, 7 and 8) to discuss the matters delineated above passed by unanimous roll call vote as follows:

Commissioner Anaya	Aye
Commissioner Hamilton	Aye
Commissioner Hansen	Aye
Commissioner Moreno	Aye
Commissioner Roybal	Aye

[The Commission met in closed session from 3:02 to 5:56.]

CHAIR ROYBAL: Good evening everybody. Thank you for being here tonight. We're going to go ahead and I'll entertain a motion to come out of executive session.

COMMISSIONER ANAYA: Mr. Chair.

CHAIR ROYBAL: Commissioner Anaya.

COMMISSIONER ANAYA: I move we come out of executive session.

Only those items reflected on the agenda for executive session were discussed. The members present were the Commissioners, the County Attorney, Deputy County Attorney, Deputy County Manager.

CHAIR ROYBAL: Thank you, Commissioner Anaya.

COMMISSIONER HAMILTON: Second.

MR. SHAFFER: Mr. Chair, if I could ask that the motion and the second statements attendant to it be amended to note that Commissioner Hamilton was not present for the deliberations relative to Case #10-5364.

CHAIR ROYBAL: Okay. Does your motion include that, Commissioner Anaya?

COMMISSIONER ANAYA: It does.

CHAIR ROYBAL: And your second, Commissioner Hamilton?

COMMISSIONER HAMILTON: It does.

CHAIR ROYBAL: Okay, so I have a motion and a second with that amendment.

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

VIII. PUBLIC HEARINGS

A. Miscellaneous

1. Infrastructure and Capital Improvement Plan (ICIP) [First Public Hearing; No Action Required] [*Exhibit 8: Spreadsheet of Projects*]

PAUL OLAFSON (Planning Division): Mr. Chair, Commissioners, before you tonight is the first public hearing. Those no action requested on this. This is the first presentation of the potential list of project for the infrastructure capital improvement plan. This is a plan that is submitted annually to DFA, the Department of Finance and Administration, which is then vetted and then circulated throughout the state, and used as part of the budgeting process with the State legislature.

So projects that are on the list from the County and from other entities – municipalities throughout the state, are then eligible for potential funding through the State appropriations process.

We have had several meetings throughout the community starting in May and we covered the four growth areas – the North, Central, Galisteo and South. We did solicit public input at all of those meetings. We've also had advertisements in the newspaper regarding this. We've had information on the website and access for the public to participate and provide input on potential capital projects. Before you is a large, 11" X 17" list which is the potential list for this year. Again, we're not asking for any action on this list tonight. We will be bringing this back to you. We are now targeting the first meeting in August. The County requests prioritization of five projects as the top five, which is required through DFA and the ICIP process, and then the rest of the list vetted and finalized so that we can submit this list to DFA by August 31st, which is the deadline this year for submission.

And just to note, as you're looking at the spreadsheet I have organized it by alphabetic order of the project type under the category column. So all the community facilities are together. All the fire facilities are together. All the road facilities are together. That's just a tool of organization. There's no prioritization reflected in this. We also anticipate working with your offices and yourselves individually to finalize that prioritization process before the final meeting. And with that, I would stand for any questions.

MR. FLORES: Actually, Mr. Chair, if I can. There are projects that were included in last year's list that the Board authorized and the voters approved as part of the general obligation bond for 2016. Those projects are no longer on the list as we did receive funding to accomplish those projects. So you'll see some of those projects, like the behavioral health center, the East Mountain health facility, some of the road projects, those fell off the list per se because they did receive funding for the voter-approved

general obligation bond.

MR OLAFSON: Anyway, if I could just follow Mr. Flores on that, if you look at the far right side of the list there is a column for community requests for 2017. If there's an X in that column that means it was requested newly this year at one of our community meetings or through the internet, etc. and the second to last is the priorities from last year. There is only one remaining top five priority project from last year and that's the Glorieta phase 3 water project.

CHAIR ROYBAL: Okay. Thank you. Any questions from the Board? Commissioner Hansen.

COMMISSIONER HANSEN: I know this is a preliminary draft, but is this order in which these projects are to be done, or is this just a list of all of the projects?

MR OLAFSON: Mr. Chair, Commissioner, this is just a list of all the projects. There's no prioritization reflected on this list and that's something we need to further discuss, vet that out and base it on some criteria that we will work with you all on. But this is just categorized by the project type. So community facilities, fire, etc. No ranking or prioritization within those ranks.

COMMISSIONER HANSEN: Thank you.

CHAIR ROYBAL: Thank you. This is a public hearing, so I'm going to go ahead and go into the public hearing portion. Is there anybody here from the public that wishes to address the Board on this subject? Okay, once again, this is a public hearing. Is there anybody from the public that would like to address the Board on this subject? Okay, I'm going to go ahead and close the public hearing for that. And I think that's it. There's no action required, so thank you, Mr. Olafson.

MR. FLORES: We'll be bringing the list back at the end of August for the Board's consideration.

CHAIR ROYBAL: Thank you.

MR OLAFSON: Thank you.

CHAIR ROYBAL: Commissioner Anaya.

COMMISSIONER ANAYA: Mr. Chair, I just want to add that the staff on a continuous basis throughout the year is in communications with communities across the county in every district, and constantly in consultation with those communities on projects and priorities. Us five Commissioners are constantly getting feedback from the community members and reflect priorities in our own individual Commission priorities. So I just wanted to say that on the record. Thank you, Mr. Chair.

CHAIR ROYBAL: Thank you, Commissioner Anaya. Any other comments?

VIII. B. Land Use Cases

1. **CASE # 10-5364 St. Francis South Preliminary Plat Approval for Phase 1-4 and Final Plat Approval for Phase 1 & 2.** Vegas Verdes, LLC, Applicant, JenkinsGavin, Inc., Agent, Request Preliminary Plat Approval for Phases 1-4, Which Consists of 22 Lots and Final Plat Approval of Phase 1, Consisting of Four Lots and Phase 2, Consisting of Eight Lots, on 68.94 Acres, of the St. Francis South Mixed-Use Subdivision. The Property is Located at 199 Rabbit Road, Via St. Francis Drive, within Section 11, Township 16 North, Range 9 East (Commission District 4) [*Exhibit 9: JenkinsGavin Letter; Exhibit 10: Applicant's Area Map; Exhibit 11: Hall/Mitchell Letters; Exhibit 12: Alsop Letter*]

COMMISSIONER HAMILTON: Mr. Chair.

CHAIR ROYBAL: Commissioner Hamilton.

COMMISSIONER HAMILTON: I'm going to recuse myself from further participation in this case. After the June 13, 2017 Board of County Commissioners meeting I mistakenly had an email exchange with Kathleen Lee concerning the case, which emails are being made part of the record in this case. I'm recusing myself out of an abundance of caution as I do not want my continued participation in the case to distract from the merits of the application or allow any party to question after the fact the fairness and impartiality of the process.

CHAIR ROYBAL: Thank you, Commissioner Hamilton.

[Commissioner Hamilton left the dais.]

CHAIR ROYBAL: County Attorney Greg Shaffer.

MR. SHAFFER: Mr. Chair, the email exchange that was references by Commissioner Hamilton will be made part of the record in the case so that there is full disclosure of it. In addition, my understanding was that a copy of the email exchange was provided to the applicant and persons for whom we had email addresses yesterday. And so I think at this point in time it would be in order to allow anyone who wants to respond to the email exchange to be given a brief opportunity to do so before the updated information or clarification that the Board had requested relative to road improvements is provided to the Board. So again, to sum up, I think the point in order would be to give anyone who would like an opportunity to respond to the email exchange a brief opportunity to do so before we hear from Mr. Salazar.

CHAIR ROYBAL: Okay, is there anybody that would like to have any comment about the email exchange that took place? Show of hands? There's not anybody? Okay, it appears that there isn't anybody so we're going to go ahead and move on to Mr. Salazar.

JOHN. M. SALAZAR (Case Manager): Thank you, Mr. Chair. On June 13, 2017, the Board of County Commissioners tabled this case in order to allow the applicant more time to gather more information from NMDOT, to research historical traffic counts on Rabbit Road and to address the residential aspect required from the

original master plan approval. Staff has spoken to NMDOT who have agreed that, as the County will ultimately own the road, the County should determine improvements.

The applicant's agent has submitted responses which have been handed out earlier to all the Commission along with the County Attorney, the County Manager and the recorder. Copies were placed in the back for those of the public interested in reading them.

Historical traffic counts have been submitted by the applicant's traffic engineer. Those are referenced in Exhibit 9. The traffic counts show the percentage change between 2010 and 2015 at the Rabbit Road/St. Francis intersection southbound turning left with an 11.8 percent increase and turning right with a 16 percent increase in the am. There are more traffic counts in Exhibit 8. This is just a small portion of those traffic counts that I included in the report. The same intersection in the p.m. shows a 6.3 percent drop in traffic turning left and a 16.8 percent increase turning right. Breaking those numbers down further, the most significant increase occurred between 2010 and 2013 where the left turn increased 5.9 percent and the right turn increased 17.7 percent in the AM. The left turn southbound increased 3.1 percent while the right turn southbound increased 9.2 percent in the pm.

The approved master plan use list includes all housing types permitted including multi-family apartments, senior housing and live-work. The applicant has also resubmitted an updated water budget which proposes an assisted living facility. An assisted living facility is considered a residential use therefore this would satisfy the residential aspect required by the original master plan.

Per a meeting with Staff on June 29, 2017, the applicant is proposing to build out Rabbit Road along the subject properties frontage from St. Francis Drive to the Rail Trail trailhead per the cross section improvements required for the NE connector project. This cross section is provided in Exhibit 8 as well. This cross section requires two 11-foot driving lanes, two six-foot bike lanes, a taper or swales, and a trail on one side of Rabbit Road.

The applicant is proposing a water budget of 45.67 acre-feet per year, a 20 percent line loss is then added to make a total of 54.8 acre-feet per year.

There were questions regarding the applicant's open space. The applicant is proposing open space along the project's perimeter and a 25-foot landscape/open space buffer along the interior loop road and a 10-foot landscape open space buffer along the interior cul-de-sacs. This open space is required to be –

CHAIR ROYBAL: Mr. Salazar.

MR. SALAZAR: Yes.

CHAIR ROYBAL: Commissioner Anaya has a question.

COMMISSIONER ANAYA: Sorry, Mr. Salazar. I just wanted you to back up, slow down a little bit relative to the road expansion. So from St. Francis Drive to the railroad track, an additional lane, including a bike lane? Did I hear that right?

MR. SALAZAR: Mr. Chair, Commissioner Anaya, so the cross section for the northeast connector shows as two 11-foot driving lanes, then two six-foot bike lanes –

COMMISSIONER ANAYA: So in addition to what's existing?

MR. SALAZAR: This will be added to what's existing. Yes, sir.

COMMISSIONER ANAYA: In addition to what's existing, an additional

lane on both sides. No?

MR. SALAZAR: Mr. Chair, Commissioner Anaya, this would make the two driving lanes 11 feet.

COMMISSIONER ANAYA: Okay.

MR. SALAZAR: Then you would have a bike lane on each side, six feet. And then taper or swales and a trail on one side of Rabbit Road. And this – I believe the side the trail would be on would be the side that connects to the Rail Trail trailhead.

COMMISSIONER ANAYA: No additional lanes but a bike lane, a trail, path, all the way to the trailhead.

MR. SALAZAR: Mr. Chair, Commissioner Anaya, that's correct.

COMMISSIONER ANAYA: At the railroad track. Okay. Thanks, Mr. Chair. Thanks, Mr. Salazar.

MR. SALAZAR: So back to open space. So as I mentioned, Mr. Chair, a 20-foot landscaped open space buffer along the interior loop road, a 10-foot landscape open space buffer along the interior cul-de-sacs within the subdivision. This open space is required to be identified on the plat. It is shown on the plat that each of you have and what that is actually showing is a total of 30.5 percent open space.

Moving forward, I'll move to recommendation, Mr. Chair. Building and Development Services staff reviewed this project for compliance with conditions of the preliminary and final plat approval and for compliance with pertinent SLDC requirements, and found that the facts presented support the request for preliminary plat approval for Phases 1-4 and final plat approval for Phases 1 and 2 of the St. Francis South mixed-use subdivision. The water allocation agreement, the water delivery and wastewater collection agreement has been approved by the BCC on this agenda. Therefore staff recommends approval subject to the following 21 conditions in this report. Mr. Chair, may I enter those into the record?

CHAIR ROYBAL: Yes.

[The conditions are as follows:]

1. Compliance with applicable review comments from the following:
 - a. NMDOT
 - b. NMED
 - c. OSE
 - d. SHPO
 - e. Soil and Water
 - f. Santa Fe Public Schools
 - g. County Public Works
 - h. County Fire Marshal
 - i. County Utilities
 - j. County Planning Division
 - k. County Open Space and Trails
 - l. County Affordable Housing
2. Preliminary and Final Plat with appropriate signatures shall be recorded with the County Clerk's office.
3. All Staff redlines and comments shall be addressed prior to plat recordation. The Applicant shall enter into a Subdivision Improvement Agreement with the County

- for completion of all subdivision improvements on-site and off-site, this agreement shall be signed by the Administrator, recorded and referenced on the plat.
4. Water restrictions and conservation covenants shall be filed in the County Clerk's Office and referenced on the plat.
 5. A financial guaranty shall be submitted for all off-site and on-site improvements, prior to Final Plat recordation.
 6. Compliance with conditions of the original master plan.
 7. The two proposed streetlights located at each of the entrances shall not exceed 25 feet in height.
 8. Access permits must be obtained from NMDOT prior to plat recordation
 9. Applicant shall be required to plat 38' internal easements with a 60' radius cul-de-sac turnaround on all internal cul-de-sacs.
 10. Lots 3, 4, 5, 6, 7, 8, 9, 10, 11, 12; 18, 19, 20, and 21 shall be required to gain access through internal cul-de-sacs only, these lots shall not access directly onto the main loop road
 11. Lots 13, 14; Lots 15, 16; Lots 1, 2 shall be required to share driveways.
 12. Access to Lot 22 shall be directly across shared driveway for Lots 1&2.
 13. Lots 15&16 shared driveway shall be directly across Lots 13&14 shared driveway.
 14. Access to Lot 17 shall be directly across internal cul-de-sac road between Lots 7&10.
 15. All Roads/easements being created with the subdivision plat shall be named and rural addresses shall be obtained prior to plat recordation.
 16. If multiple lots are purchased by one owner/developer and lots are consolidated, the Land Use Administrator is authorized to approve the lot consolidation and vacation of easements through an administrative plat approval.
 17. A TIA is required for all lot development and future platting, and shall include existing development and approvals to analyze the cumulative effect within the entire development and analyze all existing traffic on Rabbit Road to determine when intersection improvements are warranted.
 18. The applicant shall be responsible for all design and construction costs associated with the two intersection connections with Rabbit Road. These improvements shall be constructed when warranted, no later than Phase 3 development.
 19. The applicant is responsible for improvements to Rabbit Road from the intersection with St. Francis Drive to the railroad crossing to the west of their property to the design cross section in Exhibit 8 as part of this final plat approval.
 20. The applicant shall identify a total of 30 percent open space on the plat.
 21. The water delivery agreement and wastewater collection agreement shall be complied with prior to recordation of the final plat.

MR. SALAZAR: I'll stand for questions, Mr. Chair.

CHAIR ROYBAL: Questions. Commissioner Hansen.

COMMISSIONER HANSEN: I want you to go over the water budget

again with me. What – the water budget you said is 45.5 acre-feet. Is that for the entire plat of land?

MR. SALAZAR: Mr. Chair, Commissioner Hansen, that is for the entire project. 54.8 with the 20 percent line loss that required by Utilities.

COMMISSIONER HANSEN: So we just approved 96.6 acre-feet for Legacy. Was that correct? I'm going to have to ask somebody in County staff. How much water rights did we approve for the Legacy project? Maybe it was 9.6.

MR. SHAFFER: Mr. Chair, Commissioner, looking at the packet material from earlier today, and I believe Ms. Ely is here if I get this wrong. The total amount reserved for Legacy was 9.67 acre-feet.

COMMISSIONER HANSEN: 9.6. I'm sorry. I couldn't remember the exact numbers. Okay.

CHAIR ROYBAL: So did that answer your question, Commissioner Hansen, or did you have an additional –

COMMISSIONER HANSEN: I think I have more additional questions but I'll wait.

CHAIR ROYBAL: You'll pass for now?

COMMISSIONER HANSEN: I'll go after the presentation.

CHAIR ROYBAL: We do have public comment as well. Do you want to save these comments until after the public comment?

COMMISSIONER HANSEN: Fine.

CHAIR ROYBAL: Okay. I want to by a show of hands see how many people are here today to speak to this case. Okay, so we have a significant amount of people. We're going to go ahead and do a time limit of three minutes per person. And what I'll do is, we don't have – our projector isn't working right now so I'm just going to use my timer on my phone and I'll just raise my hand when you guys have reached that area and just when I raise my hand that means if you can start wrapping up your comments. Okay? All right. If we can all stand and get sworn in.

[Those wishing to speak were placed under oath.]

CHAIR ROYBAL: And if we can go ahead and form two lines or make your way to the front and we'll go ahead and start. We'll go back and forth from left to right. We'll start with this side. Go ahead and come forward first.

MR. SHAFFER: Mr. Chair, if I could, I just want to make sure that we're all clear on the scope of the public comment. I believe it is just to those issues as to which the Board requested additional information – open space, the road improvements and the water budget are the issues as to which additional information was requested by the Board. That should be the extent and focus of comments that are allowed. Is that correct?

CHAIR ROYBAL: That is correct. So just for the record, so everybody understands, the comments that will be made today from the public will be in regards to the additional information that we asked for and that they're providing today. Okay.

[Duly sworn, Jennifer Jenkins testified as follows:]

JENNIFER JENKINS: Thank you, Chair Roybal, Commissioners. I'm Jennifer Jenkins. My address is 130 Grant Avenue, Suite 101 here in Santa Fe, and I am here this evening on behalf of Vegas Verdes, LLC. Following last month's hearing there was specific requests for a little more information and actually I think it was an excellent

idea, an excellent approach because we actually learned some things that we did not know previously. And so I'm going to go ahead and pass out quickly an exhibit for that.

So following last month's BCC meeting we immediately reached out to Diego Gomez in the Santa Fe County Public Works Department who has been spearheading the northeast connector project. And what we learned from Mr. Gomez is that the northeast connector project as it is being designed and funded, and as it was studied in the location study that was conducted by Santa Fe County is limited to the new construction, which is the yellow line in the image that I just passed out. So where Rabbit Road starts to turn south toward Oshara, at that point will be the northeast connector project, the County project to extend the northeast connector to Richards Avenue and Dinosaur Trail.

So the northeast connector project does not include any additional improvements to Rabbit Road. However, as part of the St. Francis South project, on the blue that you see on the right hand side of the page we're constructing over 3,000 linear feet of improvements to match the northeast connector section, the roadway section per the design. So as Mr. Salazar stated, there'll be two 11-foot drive lanes so where those drive lanes may need to be modified to accommodate that there will be two six-foot bike lanes and there will be a trail or a path on one side of the road. So we will be completing that along our frontage.

Now, it is our understanding, we were informed by staff, that the middle bit in the red is the responsibility of the Oshara project to bring that up to the same standard. So what is interesting is the Oshara project is about 469 acres. The St. Francis South project is about 68, 69 acres. So the St. Francis South project is 12.8 percent of the acreage between St. Francis South and Oshara, and yet we're building 22.5 percent of the road. So we are very much constructing a fair share contribution to bring Rabbit Road up to the northeast connector standard.

And with respect, and following up to Commissioners Roybal and Anaya on your question regarding are there going to be any new lanes added to Rabbit Road, along our frontage we will be adding right turn deceleration lanes as they are warranted, and we will also be adding left turn lanes, so it will be a wider section adjacent to the St. Francis South project to accommodate left turns and to accommodate right turns. That will definitely be the most robust section along the Rabbit Road-northeast connector corridor in order to accommodate turning movements and the free flow of traffic.

And also, per the request of Commissioner Moreno, we looked back at the multiple traffic studies that we have conducted on this project since 2010 and looking at how has traffic changed in that time period. So on the second page of the letter that was distributed that I provided to staff on June 30th it shows the percentage change in the overall traffic along Rabbit Road since 2010. And as you can see, in the am there was about a 2.5 percent increase from 2010 to 2013, and then from 2013 to 2015, there was a .9 percent decrease. And then similarly in the pm, there was a .7 percent increase from 2010 to 2013 and then a .8 percent decrease between 2013 and 2015. So in recent years it has been a relatively flat growth in traffic in that corridor.

Also in the discussion at the last hearing, where there were discussions regarding how the traffic functions at the St. Francis Drive and Rabbit Road intersection, and as you can see on page 3 of the materials that were provided, the St. Francis Drive-Rabbit Road intersections functions incredibly well. So currently, for the purpose of traffic

level of service, which is a function of how much delay is experienced at that intersection. Currently, in the am and pm peak hours, in the rush hour, the intersection has levels of service of A, A, A and B. An acceptable level of service is D. In 2023, after there has been development at St. Francis South and a build condition, the am peak hour remains at levels of service for each turning movement three As and a B, and then in the pm peak hour the southbound turning movement drops to a C.

By all engineering standards that intersection functions incredibly well. In the last five years the Department of Transportation accident report showed two accidents at that intersection, in the last five years.

And lastly there as a question – oh, second to last, as Mr. Salazar stated we have adjusted the open space dedication on the subdivision plat to achieve the requisite 30 percent, so that open space will be created and dedicated upon recordation of the plats, and there will also be additional open space areas as part of each lot development to screen parking, to retain stormwater, and so this project will definitely be exceeding the minimum requirement of 30 percent as the project develops.

And then lastly there was a question regarding the residential component. This is a mixed-use project. We are required to have a residential component and that residential component could be satisfied by a senior assisted living facility. It could be satisfied by a live-work project. It could be satisfied by multi-family community. Those are the types of uses per the permissible use list that could satisfy the residential requirement. So with that I'd be happy to stand for any questions. Thank you very much.

CHAIR ROYBAL: Thank you. Any questions from the Board? Okay, we're going to go ahead and go into our first speakers, and I just wanted to make clear that we don't have a time limit for the applicant because we asked for her to bring this information forward so we needed to give her ample time to explain all the questions that we did ask for that were brought to us in the last public comment. So just to let you guys know. Thank you. So we're going to start with the left side here. If you can please state your name and your address for the record when you approach.

[Previously sworn, Karin Hall testified as follows:]

KARIN HALL: Hello. My name is Karin Hall. I live at #8 Calle Jacinta in the Santiago Subdivision. I am going to give my minutes to Mr. Mackey, because he has all the information you will want to hear.

CHAIR ROYBAL: Thank you.

[Previously sworn, Jane Mitchell testified as follows:]

JANE MITCHELL: I'm Jane Mitchell, 14 Calle Jacinta, and I also am giving my minutes to Marlin Mackey. Thank you.

CHAIR ROYBAL: Thank you, Ms. Mitchell.

[Previously sworn, Marlin Mackey testified as follows:]

MARLIN MACKEY: My name is Marline Mackey. I live at 5 Calle Jacinta and I'm the receiver of the minutes and so I'll go from here forward. The main thing we have in Santiago Subdivision where we have 50+ acres there, and the homes there is the traffic. The traffic increase, it's going to be, I think dramatic when you get to this point. When you get these subdivisions open. It's already hard for us to come on to the road because the roads are up and down; they're not flat. So we need to take into consideration the slope of the roads going from St. Francis all the way over to Oshara.

the slope of the roads going from St. Francis all the way over to Oshara. It's not Rodeo Road, it's not Richards, they're up and down.

There are some questions that have come up between the meetings here that came from last time and one of them is are we going to put a roundabout on the entry and exit to this subdivision we're talking about here. I went over to Richards today before the meeting and I looked at the roundabout there at Richards and Oshara to find out how much room do you need to put that roundabout. It's 83 to 84 feet. When I go to Rabbit Road where they're talking about putting the roundabout there, fence to fence is 86 feet. Okay, so you've got about a foot and a half on each side of a roundabout if you put a roundabout in there, until you reach the property of the neighbors that own the property there. One of them is owned by the new development; the other one's owned by people. So it's going to be a little tough to build that there, I think.

Also keep in mind that the improvements that they just said on Rabbit Road that goes down to the railroad tracks, from the railroad tracks forward the road starts to narrow. So you're not going to have that same road even if you have money to pay for it all the way over down through Oshara. In fact, where Santiago comes out from the side of the road to the fence that goes to the freeway is 12 feet. The fence that goes to the neighbor's yard is 12 feet on the other side. So you do not have room to expand the road when you get down to that area.

I think our main concern here too is what types of vehicles are going to come in and out of the storage area. Are you going to have semi-trucks? Are you going to have big trucks with trailers moving stuff in and out of there? That road does not support that unless you do something there, roundabouts and other types of things. When I was coming up to the meeting a couple of weeks ago I came from the south side of Rabbit Road up from a neighbor's house. It's on the slant. It comes up to Rabbit Road from their house, uphill, right to Rabbit Road. Now, you're going to triple the traffic right there on that area. They're not going to be able to get in and out very easy, I do not think.

Also, I want to show there is another subdivision. When we talk about traffic and Rabbit Road and what we're going to do to improve Rabbit Road and can we do this or can we not do that, there's another subdivision. You pass the railroad tracks, go out to about a mile to where our subdivision stops. They have 250 houses. They're going to put in a high density area on Rabbit Road. They're going to close off part of Rabbit Road and extend Rabbit Road over to Dinosaur trail. So the amount of traffic coming up towards St. Francis is going to at least triple from what it is today. So these road studies that we have today of what's happening there kind of in a dormant situation does not reflect what's going to happen whenever they move forward with this plan, plus other plans where they have high density and they're going to put 250, 350, 500 houses over there in a high density condominium type area using Rabbit Road as the access back to St. Francis.

Is Rabbit Road the right access to get to St. Francis, or are we going to have to do something else, go under the freeway or something else? I think you have to look at more than just one subdivision, one development, to [inaudible] what the traffic is coming down that way.

The other last comments I have here is, other than size limit and the roundabouts and multi-point, and the road is not flat, what about the roads coming up from the

subdivision. If you go down there, if you go on Rabbit Road now and look off at the new subdivision, it goes way down towards the freeway. It's not flat to the freeway. It's going to go down four or five stories. So is the road coming up to Rabbit Road going to come up the hill and right there on Rabbit Road it comes into the road? So that they can hardly see when they're coming into there? I think that plan and that plat and how to move the dirt around is going to be something that we all need to consider.

I think we have a car wreck every three months or so at the end of St. Francis, not the two that we heard earlier. But it runs into those barrels that are right at the end of the road. So many times that the people that had their donkey and their mule behind there, they had to move them out because it was tearing down the fences and they put up all those blocks and stuff and tearing down and it takes a week or two from them to come out and build the fences and their animals were getting out on the highway. So I think that people just don't stop when they come down to the end of St. Francis.

When we quadruple the traffic on there we're going to have a bunch of other issues because they're going to run into people back and forth. I think that we need to think about more than just this one development here and what that little piece of road is, is what we're going to do with that whole area there as we go forward. Thank you very much.

CHAIR ROYBAL: Thank you, sir. Can we get our next speaker, this side, sir?

[Previously sworn, Sam Hitt testified as follows:]

SAM HITT: My name is Sam Hitt and I live at 48 Old Galisteo Way. It's about a mile from the proposed development, and I'm president of the Old Galisteo Way Road Association. And our major concern of course is with public safety on Rabbit Road, our primary access. So eight years ago, just to remind you, Rabbit Road was a dead end and when it was extended to Richards Avenue traffic increased from approximately 500 trips per day to today over 5,000 trips per day.

The February 2017 traffic impact analysis, the TIA, prepared for this development did not adequately analyze the impacts of the northeast connector. So guessing that the traffic would increase only two percent until 2023 and then fall to one percent. So there are no estimates of traffic increase beyond 2023. The TIA did not consider at all the traffic impacts of the planned southeast connector. Both will funnel traffic from Richards Avenue onto Rabbit Road but will not add traffic lanes to Rabbit Road to handle the increase use. The St. Francis South development will generate more than 400 additional trips per day onto an already overburdened Rabbit Road. This additional traffic will create unsafe conditions that likely fail to meet the minimum road safety standards set by New Mexico Department of Transportation.

Therefore we request that approval of this development be conditioned on the completion of design studies for the northeast and southeast connectors, and that the TIA be amended to reflect these studies. Thank you.

CHAIR ROYBAL: Thank you, Mr. Hitt. Can we get our next speaker?

[Previously sworn, Lois Alsop testified as follows:]

LOIS ALSOP: My name is Lois Alsop and I live at 38 Old Galisteo Way, and I'm going to give my three minutes to my husband, Ian.

CHAIR ROYBAL: Thank you, Lois.

[Previously sworn, Ian Alsop testified as follows:]

IAN ALSOP: I'm Ian Alsop, 38 Old Galisteo Way. I'm a member of the Old Galisteo Way Road Association. Our concerns with this project are concentrated primarily on two areas. The safety of Rabbit Road and also the permitted use list which I hope you don't mind me addressing. Regarding the safety of Rabbit Road, my neighbors and I are particularly concerned by a lack of focused responsibility for this road, which is presently, as you know, a state road under the control of NMDOT. The packet of this meeting has this statement in the first paragraph, which Mr. Salazar read just before: "Staff has spoken with NMDOT who have agreed that as the County will ultimately own the road the County should determine improvements."

This is a bit short on details. Ultimately is when? What improvements will be determined? We need to know because we live on this road and it's getting increasingly dangerous because of increased traffic and speeding. Regarding speeding, many of us here can testify to the dangers. My wife just today was passed across the double yellow line coming home. One simple improvement would be restoring the 40 mile per hour speed limit sign, missing from the west bound lane just after turning off of St. Francis and heading out to Richards. This is where everybody picks up speed. I wrote an email to NMDOT in February of 2015 asking that this speed limit sign be replaced with a photo of the lonely, signless, stump of the post attached to the email. I received a reply immediately that my request had been forwarded to the traffic engineer but nothing happened. A week and a half ago I again contacted NMDOT about the plans for Rabbit Road and forwarded the messages about the missing sign and received an encouraging reply. The stump is still there now covered by a traffic cone, but I have some hope that we'll get our sign back soon after 2 ½ years.

You can see why some of us might be a bit skeptical about amorphous plans for Rabbit Road, particular when the timely is ultimately. The speed limit signs between the Old Pecos Trail to the top of St. Francis Drive, there are six speed limit signs, between the Old Pecos Trail and the top of St. Francis Drive. Five of them are 40 miles an hour and as you approach the steep turn to approach the head of St. Francis Drive there's one at 30 miles an hour. Between the top of St. Francis, which is where drivers turn right to go to the Community College and go to Richards Avenue, because it's the easiest way to get there now and the easiest way to get back, there is not a single speed limit sign until you pass our entrance to our house in our neighborhood at Old Galisteo Road. People speed up and you're going downhill. This is very dangerous.

Re: the permitted list, which I hope you don't mind me talking about.

COMMISSIONER ANAYA: Mr. Chair.

CHAIR ROYBAL: Commissioner Anaya.

COMMISSIONER ANAYA: I'm going to just encourage the Chair to stay consistent with only allowing additional comments relative to what was set for at the beginning as to be consistent across the board.

CHAIR ROYBAL: So, yes. If we could stay focused on the actual extra questions that we had Ms. Jenkins bring forward and comment just on those.

MR. ALSOP: Well, that's primarily the road. I was going to make a few remarks about the permitted use list, which quite frankly I think you should understand that your constituents who are sitting right in front of you are very concerned about, just

the way the people who have been before your Board or will be before your Board after the Planning Commission gets done with them who are concerned about the Flying J. There are some things on that permitted use list that you, in my opinion, should not allow, and if my understanding is correct, once you pass the master plan, you pass that permitted use list, the developers are not going to develop these lots. They're selling them. They're selling them with the understanding that any use on that permitted use list can be passed, and I think you should think about the concerns of the neighbors of this development, these being not all, by any means. I would only mention one or two.

But I will continue on the road. In Ms. Jenkins' letter she says we met with Diego Gomez. The northeast connector project is limited only to the construction of the new roadway extension connecting to Richards Avenue and Dinosaur Trail and does not include any improvements to the existing segment of Rabbit Road. However, as part of the St. Francis South project, improvements to Rabbit Road will be constructed between the west boundary of St. Francis Drive right-of-way to the Rail Trail. Well, that's very good. I applaud that. So they will build the same type of road as between – as will be built as the northeast connector. But what about the piece in between? Are we going to have bike trails and then all of a sudden it's going to drop back to a two-lane road. The traffic goes all the way.

Ms. Jenkins mentioned Oshara, but is Oshara capable of coming up with funding for any of this? These are questions that we need to have answered that of course I'm sure you're considering because it's your responsibility. I had other comments on the new plat, which I would like to point out. The plat that you have before you with the phase 1 projects is an entirely new animal for me. I've been following this very closely. It doesn't resemble really the plat on the master plan that was first submitted to you in 2010. The open space has all been incorporated into the lots. Previously there was open space outside of the lots that appeared would be community property and would be the shared responsibility of the entire subdivision. Now all of the open space has been incorporated into the lots themselves. This is very different. And there was a small, nice, quite large piece in the northwest corner of the subdivision which was open space and could possibly be a park, a place where people using that subdivision could go to relax, etc. That's now gone. Everything is lots, and the open space is incorporated into the lots themselves. Thank you.

CHAIR ROYBAL: Thank you, Mr. Alsop. Can we have our next speaker from this side?

[Previously sworn, Bonnie Giacchetti testified as follows:]

BONNIE GIACCHETTI: Hi. I'm Bonnie Giacchetti at 74 B Old Galisteo Way. Anyway, I'm here to ask you about a personal aspect, to include a personal aspect in your decision. You all keep some long hours and I really appreciate that and I can identify with that as I am a PA in town and I also spend long hours in the house. And it's a very stressful job, although I love my job and get to make people well every day and sometimes I get to save lives. But to balance that, with the stress that's involved, I need to have a place to call my own and have a peaceful, quiet lifestyle. This proposal is about to change that dramatically. It doesn't – and it's not supported by the area. I don't mind people coming in and having the same kind of lifestyle that I have or similar and having a home in that area, but the proposed area does not support the proposal.

So today I'm asking you to include a personal aspect of this in your decisions. Put yourself and families in our places. Think about how this is going to affect us. And I hope that will help you to make a decent, considerate and just a good, wise decision on all of this. And I appreciate your time and expertise. Thank you.

CHAIR ROYBAL: Thank you.

[Previously sworn, Peggy Fino testified as follows:]

PEGGY FINO: Hello, I'm Peggy Fino and I'm a resident of Campo Conejo Subdivision and I do sit on the architectural control committee there. We are very concerned, as you already know, about this Vegas Verdes project. We're concerned about safety of everyone driving there. Another point is the lot usage is still not defined, even though we've asked repeatedly because they will sell the lots off and then the control will be lost to a large extent. And the commercial part of this Vegas Verdes project should actually be in another commercial node, not in the middle of a rural area and most of us have lived there at least 20 years. And finally, besides safety and enjoyment of life this definitely affects all of the real estate values in the entire area. Thank you for your time.

CHAIR ROYBAL: Thank you, Ms. Fino. Can we have our next speaker from this side?

[Previously sworn, Richard Gilliam testified as follows:]

RICHARD GILLIAM: My name is Richard Gilliam. I'm also a resident of Campo Conejo Subdivision and if it's acceptable to the Commission, I have a few questions I'd like to address to Ms. Jenkins. I don't mind if they're addressed after all the comments are made.

CHAIR ROYBAL: Yes.

MR. GILLIAM: One is on the – it's all stemming from the materials they presented. On the traffic impact statement, I'm wondering if Ms. Jenkins could clarify the different levels of services, A, B, C, D, etc. And in another area, on the conceptual water budget, I'd like to know if the amounts allocated to the different lots, if that's allocated – predicated on square footage or if it has anything to do with the actual usage. For instance, the largest allocation is to a warehouse, 300,000 square feet, and they're allocating 12 acre-feet to that space. That seems like a lot for warehouse usage.

And I guess the last question would be whether or not the developer would commence selling lots to other developers in 2018 and whether or not they have entered into discussions with these other developers and if there's any indication that several of them wish to buy multiple adjacent lots for the purposes of combining their usages. Thank you.

CHAIR ROYBAL: Thank you, Mr. Gilliam. Can we have our next speaker?

[Previously sworn, Dave Wilkeson testified as follows:]

DAVE WILKESON: Nice to be the same height as Richard. I'm Dave Wilkeson and I live in Campo Conejo and am a member of the board for the homeowners association. I know our neighborhood will be affected by the kind of development presently being proposed along St. Francis and Rabbit Road, but our area will not bear nearly the difficulties that our neighbors that live much closer and will have to navigate the hardships and stress that will be put on Rabbit Road and the surrounding neighborhoods as a result of the plat development now being proposed. I'm here to show

my support for these neighbors and to respectfully ask you, the members of the Santa Fe County Board of Commissioners to show your neighborly support by finding the best solution for the use of the St. Francis southland, and finding a reasonable solution to maintaining the safety of driving on Rabbit Road. Thank you.

CHAIR ROYBAL: Thank you, Mr. Wilkeson. Can we have our next speaker please?

[Previously sworn, Candace Frostenson testified as follows:]

CANDACE FROSTENSON: My name is Candace Frostenson and I live at 4 Camino Azulejo – I'm still trying to get used to how to pronounce my street name. I've only lived in Santa Fe for the past six months and this is probably the furthest thing from my mind when I moved down here. I'm a bicyclist and I want to thank the conceptual designers of this subdivision for considering bicycles with the addition of bicycle lanes on Rabbit Road. On the other hand, I'd also like to submit that a bicycle lane in a traffic zone is not the safest solution. Cities all over America have discovered this that you really need a protected lane so your natural space dividing or curbing dividing from traffic.

One of the reasons that I settled in the Campo Conejo Subdivision was I saw it as a potentially accessible area by bicycle for doing grocery shopping down St. Francis or get down the Rail Trail to get down to St. Michael's. I can see St. Vincent's Hospital where I exercise from my house but I can't get there because the city was designed for automobiles and I think what I'd like to suggest is that Rabbit Road is really quite a treasure for recreation. I lived 37 years on the hill and I'd come down here on the weekends just to ride the Rail Trail and to get east and west on Rabbit Road. And I realize things have to change, they have to develop.

I was born in Albuquerque and grew up there before there was ever an interstate. My marriage license is in this building from 47 years ago. I was happy to have an opportunity to move back to Santa Fe. I had no idea who the development has changed to accommodate fast traffic and a lot of traffic, and I just want to say that intersection at St. Francis and Rabbit Road has always scared me, even when I'd come down just for weekend recreational riding. And that road is used a lot by young people. I had hoped I'd be able to go all the way to Santa Fe Community College and I know I'm not the only one. I'm retired. I suppose I could mobilize the bicycling community in town. There's bicycle shops. They'll tell you people come here for tourism and spend a lot of money in Santa Fe and stay in Santa Fe and eat in restaurants. My time's up? I'm sorry. Is the mike cut out? I've probably used my three minutes.

CHAIR ROYBAL: Go ahead and wrap up.

MS. FROSTENSON: I just hope you will consider the safety at that intersection because for a bicyclist or people who are joggers or running, the increased turns are very, very dangerous. So there should be an overpass or some way to separate the pedestrian and bicycle traffic from the automobile traffic. And just one more point I'd like to make about the potential use for residential development in that area. That is if it's going to be for assisted living or rehab facilities, please consider that people want to continue to be as mobile as possible through all their lives. And so you have to think about people crossing the intersection and negotiating turning vehicles if they're using walkers, if there are families who are coming with strollers to visit their elderly parents or

their handicapped residents of those facilities. Myself, as I get older, just to come with a full load of groceries on a bicycle and get across the street, I think we've seen what's happened down the road on St. Francis at the rail station there. There's been fatalities. The fact there hasn't been one yet at Rabbit Road and St. Francis is not an indication of what could happen. Just think of Rabbit Road as a real asset in and of itself with limited development potential. Thank you.

CHAIR ROYBAL: Thank you, Ms. Frostenson. Next speaker please.

[Previously sworn, Bill Wawrychuk testified as follows:]

BILL WAWRYCHUK: I'm Bill Wawrychuk, 17 Camino Azulejo and I'm on the Campo Conejo Homeowners Association board and my main concern with traffic are trucks. When a truck comes in, a semi-truck, you would have to, depending on how it's dispatched a truck could get off on St. Francis, make a delivery within the development, head down Rabbit Road to Richardson Road, turn right, go to Cerrillos and make other deliveries. So there is the possibility of having extra trucks going up and down Rabbit Road there.

One of the things the Commission ought to consider is the density of use of the various lots. We've never really got an answer, but if you look at the permitted uses there, some of them are very high traffic areas for trucks, like gas stations, convenience stores, grocery stores, things like that. And they're not delivered with little trucks. They're delivered with big tractor-trailers, the 65-foot trucks, which runs into now the roundabout. Are the trucks going to be able to get through there? Or is there going to be a stoplight? If there is a stop light at Rabbit Road and St. Francis put in right now and it's a ten-year build-out in three to five years if the traffic increases the developer does not come back in and change the traffic patterns and whatever needs to be done. The taxpayers will have to do it.

I would ask the Commission to really look at a high density use of at least half to 75 percent of the lots available that will be on high density and it would just make more sense than a lot density one. And I'm especially concerned on the right hand turn and trucks going down Rabbit Road. Because I take Rabbit Road all the time to get to town. It's just easier for me. So that's it and I would hope the Commission would take that into consideration.

CHAIR ROYBAL: Thank you, Bill. Can we get our next speaker please?

[Previously sworn, Kathleen Lee testified as follows:]

KATHLEEN LEE: Hi, my name is Kathleen Lee, the now mysteriously and briefly famous name in this case, and I live at 33 Hondo Lane. I live in part of the Arroyo Hondo West Subdivision. I would like to, for the record, Commissioners, just state the mission of the department of the County Growth Management Land Use Department, some phrases from it. The mission of the department is to preserve the character of our existing communities and our unique rural landscapes and preserve resources for future generations, and to address the needs and concerns of our citizens while ensuring their quality of life.

I think that this – it's a beautiful statement of how to approach development, land use and growth management and I hope that you'll keep that in mind as you consider traffic issues and permitted in uses in relationship to this development. Thank you.

CHAIR ROYBAL: Thank you, Ms. Lee.

[Previously sworn, Beth Detwiler testified as follows:]

BETH DETWILER : I'm Beth Detwiler from 11 Craftsman Road in Oshara Village, Santa Fe County. I'm going to take just 60 seconds to say what has always been the policy of Oshara Village for years past and it will be in the future, that we oppose any development that is going to increase traffic on Rabbit Road, especially truck traffic, and we would ask that you not approve this project until the southeast and northeast connectors have been completed in their entirety and shown to be functional, and if it's possible to finish Rabbit Road as it dead-ends in Oshara and to move that through to Richards Avenue, possibly at the Dinosaur Trail stoplight, that would really be a benefit to us. If it is not possible to stop some of this development from further impacting our neighborhood with dangerous and destructive traffic patterns and amounts of traffic that we endure right now, I would ask that you find a way to close Rabbit Road as it goes into Oshara Village or halfway between the old part of Rabbit Road and Oshara Village. There must be a place where a barrier could be erected and keep that barrier in place until the traffic problem is solved, and that would cut down on sideways commuting traffic going from St. Francis and heading for Richards and Cerrillos Road and Walmart. Thank you very much.

CHAIR ROYBAL: Thank you, Ms. Detwiler. Can we have our next speaker?

[Previously sworn, James Mulchris testified as follows:]

JAMES MULCHRIS: My name is James Mulchris. I live at 27 Old Galisteo Way, and I guess to start, I have a couple of rhetorical questions to Ms. Jenkins, where she got her figures for the increased traffic use on Rabbit Road, and her comments about what they plan to do as far as providing lanes for turning and ingress and egress into their development. It's very vague. I really can't visualize what they're proposing and I would propose that the Commissioners do postpone any decision until a very clear plan can be made available to the residents in that area so they can actually see what they're talking about. You can talk about lane widths and bicycle paths or bicycle lanes and additional paths. I'm more or less a visual person so I would like to see that actually laid out, so I can take it in and live with it if it looks like it's a reasonable solution.

Now, the other thing, we've been harping on the safety issue. I guess all of you have driven Rabbit Road at one time or another if you've lived here for any time at all and when you visualize Rabbit Road, what are you seeing? A black pavement going downhill to the railroad tracks and onward to Oshara Village? That's not always true. There are times when that thing is snow-packed and with the slope it's not like it is when it's dry. So you really have to take into consideration what's going to be the worst case scenario that commuters will be facing throughout the year? Also, Rabbit Road has an east-west orientation. Unlike St. Francis or other roads that run north and south, those times of day during heaviest commuter traffic, depending upon what direction you're traveling, you're looking right into the sun. And it is very difficult to see what's happening. You have the Rail Trail actually crossing Rabbit Road. There is a parking lot there but just today someone went right on across on their bicycle going south to the parking lot. If the sun had been in my eyes I wouldn't have been able to see it. And we are talking about chance, probability, what not in accidents, but with increased traffic the chances go up.

Also, I really challenge Ms. Jenkins' assertion that there have only been two accidents in I don't know what period of time. The County just – it would be either the County or maybe it was the DOT, just repaired the crash barrels which didn't use to be at the end of St. Francis. Cars were sort of free to fly off the end of St. Francis and into the field beyond going through the barbed wire fence. I've been driving that road for 25 years. Every day I drive that road. So I see this happening and somewhere – I can't remember when they decided to install the crash barrels. But just two weeks ago they finished repairing them again, so that's one of [inaudible] if that's what you're talking about accidents. I certainly consider that an accident. It may not be a vehicular accident or a pedestrian accident but if there was a bicyclist at that time, when that car went off, breaking several of those sand barrels that would have definitely been an accident of note.

So the only other thing I have concern about is the idea of commercial buildings being put on this property which are not occupied 24 hours a day, that are vacated at night. And I watch a lot of local news and the incidence of break-ins and graffiti has really risen. So what are we inviting into a rural residential area [inaudible] So maybe it's paranoia but I see it happening and it's something that I see just as complicating a situation that shouldn't be [inaudible] like the ones that's done on the corner of Old Pecos Trail and Old Las Vegas Highway, none of us would be objecting. [inaudible] You have the authority to mandate [inaudible] I think that if you did that [inaudible] and come to some sort of assessment as to what would be in really the best [inaudible]

CHAIR ROYBAL: Thank you, sir. Next speaker. And if we could just keep in mind to stay on the issues that were brought up this evening by Ms. Jenkins that we asked for additional information.

[Previously sworn, Terri Tapia testified as follows:]

TERRI TAPIA: Good evening, Mr. Chair, Commissioners. My name is Terri Tapia. My address is 302 Rabbit Road, and I would just like to open and say I was hopeful that more individuals that actually lived on Rabbit Road could attest to what the situation is. But I would like to address in particular two issues that Ms. Jenkins has brought up in her letter this evening. In particular the paragraph where she makes note that the northeast connector would simply accommodate the same traffic volumes that currently travel through Oshara.

I was present in 2014 when they were presenting the proposal for the northeast connector, and I remember in particular one of the reasons why they were proposing that connector was because the County and the State felt that they needed to have a way to evacuate all of the residents of the Rancho Viejo, Oshara and other subdivisions that have egress onto Rabbit Road in a rapid way. And so currently Richards Avenue could not accommodate that type of an evacuation. So they made the statement that when that connector is made that there will not be an increase in traffic is not true. The reason they wanted to make that connector is because they want to be able to divert traffic off of Richards Avenue which could no longer accommodate the number of cars that travel through there.

I would like to also offer that when we questioned why that information was not made available when phase 1 was being developed at Rancho Viejo there was no way to respond to that. When phase 2 was being developed, phase 3 and so forth, did not the

individuals think about the increased traffic and what Richards Avenue could accommodate. I feel like we're in the same situation right now with Rabbit Road. Yes, the developers have presented that with phase 1 there would be minimal increase in traffic on Rabbit Road. Well, what about the succeeding phases? There's no way to present what the total impact will be on traffic on Rabbit Road, especially, as I've said, I daily have to take my life in my own hands when I'm trying to either exit my driveway or try to turn into my driveway. I shared that with you at the last meeting.

Lastly, I'd like to address her second issue related to the residential component. What I noticed in the new plat is that several of the lots that are proposed are less than two acres. At current – and I mentioned this last time – my mother is not able to subdivide the remainder of my father's inheritance to provide a home and a place to build a home for my brothers because of the lot restrictions. So I question that in this subdivision those lot restrictions are not being adhered to, and yet we are being restricted from that. As a speaker today, we have lived in that area longer than any of the other speakers. Our family has been in that area close to 75 years and yet we are being directly impacted. So again [inaudible]

CHAIR ROYBAL: Thank you, Ms. Tapia. Next speaker.

[Previously sworn, Elizabeth Madrid testified as follows:]

ELIZABETH MADRID: Good evening. My name is Elizabeth Madrid. I live at 45-A Los Tapias Lane and I'd like to give my three minutes to John Tapia. Thank you.

[Previously sworn, Tony Tapia testified as follows:]

TONY TAPIA: My name is Tony Tapia. I reside at 34 Los Tapias Lane, and I'd like to give my three minutes to Johnny Tapia.

[Previously sworn, John Tapia testified as follows:]

JOHN TAPIA: Good evening, Mr. Chair, respected Commissioners. My name's John Tapia and I currently reside at 21-A Los Tapias Lane, and as my cousin Terri mentioned we've been in the area a very long time. In fact my grandfather homesteaded that entire area. So we've seen a lot of change come in and like many of our new neighbors we are very much concerned and we know this is going to have an impact on us. And I think what I'd like to say because I've been there my entire life. The majority of my kids were raised there. They no longer live there because they can't afford to live in the area.

However, I think that before the Commission you have a daunting task on this proposal. I say that – I used to work for the Santa Fe County Sheriff's Department and I worked there for ten years. I had a lot of experience in dealing with traffic accidents and I can tell you that area is ripe for some serious fatalities. I can assure you of that. I exit that roadway every single day, along with my family, and these people that you've heard prior to me, there's no safe way of coming on to that particular section of road that is going to be between the trailhead and this northeast connector. There's just no way. The people who have lived there at best have maybe ten feet from their driveway to the pavement. And although that section that we're concerned with, right now, from what I understand is they're going to add some bike lanes from St. Francis Drive down to the railroad tracks to the trailhead, and then the northeast connector, eastward bound traffic is coming, well, that area between those two points is where we live. How do we address these issues with

these bikers?

If you've traveled that roadway at any given time on the weekends and even during the week now, you will notice that these bikers are really putting their lives in danger. And I'm not talking about the area that goes from the trailhead east to St. Francis intersection, or that area that goes from the end there and I want to say probably where the border line of Oshara Subdivision is. It's that one area where we all live. It's horrendous. There will be an accident there. As it already stands I've seen a lot of the students, and God bless them, they're in a hurry to get to class. Well, I'm going to say this. I know for a fact that the majority of those students travel that road daily. It's an easy way to get to the college.

And I would question Ms. Jenkins on this traffic survey or this data, it says – it reflects the information of 2010 and 2015. Well, we're in 2017. I know for a fact that in the last two years Oshara has added at least 20 new residents in that one phase. There's a couple of phases that will be coming up. And I'm just curious. I attended that particular meeting at the Community College when they were talking about the northeast connector and I asked the County representative at that time, what will you do for the residents who live along Rabbit Road? And I don't know if we have the minutes and I don't expect them to show up now, but the response was we'll deal with it when we get there. Well, it sounds like we're there now.

And I'm just concerned. I'd hate for one of my relatives, trying to get out in the morning and not making it to work. Our kids. I would ask – I say this but you know, I'm not trying to give a history lesson, but as the Commission, we all know that you have a responsibility for the protection of property, of lives. It says so here. I was taken aback when I saw the beautiful mural and I started looking at it and reflecting, I said, my gosh, doesn't that say it all?

So that's why we're here. I understand change is going to happen. But I really think we should take a closer look at how that's going to impact because someone's going to get killed out there in that one little section and I had to say that but there's just no way they're going to run that traffic through there that's been proposed.

In closing, I would just like to say thank you again and I really hope that you guys will spend some time with the applicant and see if there isn't another way, some more modification. I understand they have a subdivision; I get that. We were the only five houses out there in that area 75 years ago. I was raised up. We hunted – the whole nine yards. It can't happen today. So we understand there's change. We respect the fact that we have a lot of good neighbors who have come in with that change. We'd like to see them live out their lives there. And I would ask that you consider the safety of this proposal before it's too late. Thank you very much.

CHAIR ROYBAL: Thank you, Mr. Tapia. Can we have our next speaker?

[Previously sworn, Peter Fant testified as follows:]

PETER FANT: Thank you for the opportunity to speak. My name is Peter Fant, president of Vista and Vereda Serena Homeowner Association. And I think what I'm hearing that's pretty interesting is that it's never quite the time for the topic of the traffic on Rabbit Road, and that is the biggest concern, and so I hear from a lot of the other constituents who are coming forward. Because development will happen. The developments happen. That's what happens. But I also that DOT and the County

looked at in one shot. And that's mostly what we want to express although it's not the topic on the table, we still want the County Commissioners to hear that, that that's what we'd like to have just so the traffic in the whole section is looked at. The speeding that goes on from St. Francis all the way down to Richards Avenue. And I very much sympathize with the other homeowners along the road and that they've had and the traffic that they've had to accept with the growth that's gone on in the area. But again, I appreciate that the County take on that ownership and handle it responsibly. So that's what we wanted to communicate from the homeowner association.

CHAIR ROYBAL: Sir, before you go, can you state your address?

MR. FANT: 50 Vereda Serena.

CHAIR ROYBAL: Thank you, sir. Do we have another speaker?

[Previously sworn, the following testimony was provided:]

DEBRA SIECK: Good evening. My name is Debra Sieck. I reside at 54 Vereda Serena in the Vista Vereda Subdivision. One small comment on the things we're already heard. The assumption is, it seems, that matching the northeast connecting corridor will be adequate to serve the traffic that develops upon Rabbit Road and the intersections of Rabbit and St. Francis, and also the impact it will have on the many people who have spoken here this evening who exit their own property directly on to Rabbit Road. I think that's a false assumption. We have no idea that that will be adequate. If the development proceeds as it theoretically being projected at this moment and as it may proceed once this moment is lost, we have no idea what the traffic might become.

So I would ask you to take that into some consideration as well. The primary thing I wanted to share with the room this evening is the elephant that's in the room. Most of us sitting here are residents of District 4 and as of this evening we have no representation. I'd like to know if there's a protocol for addressing that. It doesn't feel good to have the future of our property values, our quality of life on the line here with no one representing us on the Commission. So if anybody has an answer to that I'd be happy to hear it and I think the rest of us in this room would appreciate knowing how that might go forward from here. Thank you very much. Appreciate your time.

CHAIR ROYBAL: Thank you. Mr. Shaffer, did you have a comment to her question? Or an answer?

MR. SHAFFER: Mr. Chair, Commissioners, in matters such as these the Board of County Commissioners sits as an adjudicatory body, so you're in effect acting as judges and you are finding facts and applying the law as established in the SLDC to those facts so it's not a matter or representation. It's a matter of you discharging your duties as adjudicators, fact finders and finders of the law.

CHAIR ROYBAL: Thank you, Attorney Shaffer. Ms. Jenkins, do you have any closing comments? And I think there were some questions that were asked by the public.

MS. JENKINS: Thank you, Chair Roybal, Commissioners. Chair Roybal, would you like me to address –

CHAIR ROYBAL: Hold on one second. Let me make sure there isn't anybody else from the public that wants to address the Commission. Okay, with that, I'm going to go ahead and close the public comment.

going to go ahead and close the public comment.

MS. JENKINS: So, Chair Roybal, did you want me to address those few questions that were brought up in the testimony? I did write them down so I'm happy to address them if you would like.

CHAIR ROYBAL: Yes, please.

MS. JENKINS: Okay. Great. So as an applicant making a proposal such as this to Santa Fe County, we have significant obligations. We have obligations to demonstrate adequate provision of infrastructure. It's called an adequate public facilities assessment. We have an obligation to prepare an environmental impact assessment, which we did. We had an obligation to prepare a water service assessment, which we did. We had an obligation to prepare a financial impact analysis which we did. We had an obligation to prepare a traffic impact analysis, our third traffic impact analysis. You don't need to take my word for any of it.

The Department of Transportation has reviewed all three of our traffic impact analyses and approved all three of them. The Santa Fe County Public Works Department, we've worked closely with them as well over the years. They have reviewed and approved all of them. I don't make up the numbers. I'm not an engineer. My engineer is here, Mike Gomez with Santa Fe Engineering who I neglected to introduce at the beginning, would be happy to answer any of your questions.

So we have met our obligation. I affectionately referred to my submittal on this project as *War and Peace*. It is significant. And so we ask for your consideration of your staff's review and recommendation for approval of this project. In addition to those obligations for those myriad of studies, we have to make requisite roadway improvements to accommodate this project, which we are doing. And it's also incredibly important as I stated in my supplemental information, 75 percent of the vehicles accessing this project will come from St. Francis Drive and they will go back to St. Francis Drive. That is our main point of access.

Every traffic impact analysis has to address trip distribution, looking at historic traffic patterns to understand where are the cars coming from and where are they going when they leave. It's an important element of any traffic study. Seventy-five percent of the cars come from St. Francis and then get back on St. Francis through an intersection with exceptional levels of service. And segueing to that, there was a question regarding levels of service and what does that mean. So a level of service at an intersection looks at the turning movements and how much delay is there in terms – like for example, there's different metrics whether it's a signalized intersection or whether it's a four-way stop or a two-way stop. It depends on how the intersection is controlled.

So there are different metrics. So for example, at a signalized intersection it would be can you make it through the signal through one red light or are you waiting and you have to wait for an additional – you have to go through more than one cycle of the intersection. So level of service is a function of delay and that is the metric that the Institute of Traffic Engineer nationally uses to determine how intersections function.

So with respect there was a question regarding the water budget. And the water budget is based upon assumptions of specific uses. It is not just so much water per acre. It is based upon the permissible uses and the water budget is going to be updated and modified as the project develops to bring it up to date based on the use of actual – as each lot is

actually developed.

And there was also a question, could multiple parcels be purchased by one developer and consolidated to accommodate a project and the answer is yes. We would expect as the project develops lot lines may get adjusted to accommodate the needs of individual users. A user may buy two or three lots and consolidate them into one lots, which is a very common practice for a project of this nature.

And it is also important to note that we have to update our traffic impact analysis with each phase of development and as every single lot is developed in this project, which there are 22 of them, each of those projects has to prepare their own traffic impact analysis, taking into account what has already developed in St. Francis South prior. What has potentially developed in the vicinity? What are the existing traffic loads on Rabbit Road? Are there any additional improvements that are warranted on Rabbit Road? So this is an ongoing effort to ensure that there is adequate infrastructure and adequate improvements to Rabbit Road.

And I think with that I'd be happy to stand for any questions and again, Mike Gomez, the traffic engineer is here as well should you have any questions for him directly. Thank you very much for your time.

CHAIR ROYBAL: Thank you, Ms. Jenkins. Questions from the Board?
Commissioner Hansen.

COMMISSIONER HANSEN: So Ms. Jenkins and applicant, I'm curious. Are you going to build the roundabout in phase 1?

MS. JENKINS: Chair Roybal, Commissioner Hansen, Commissioners, we are not building the roundabout in phase 1 unless the roundabout would be warranted. If we have a project that comes in in our first phase and their traffic generation warrants that type of intersection control, then yes, we will construct that roundabout at the main entrance, which is the western entrance.

COMMISSIONER HANSEN: Okay, so what will trigger that? What is the mechanism that's going to trigger the roundabout?

MS. JENKINS: It would be triggered by traffic impact analyses. So let's say our first project comes in on Lot 1. Lot 1 comes to the County saying we want to have our development plan approved; here's our traffic impact analysis. Our traffic impact analysis shows that this intersection fails. It does not have an acceptable level of service without a roundabout. So we're going to build that roundabout as part of our project.

COMMISSIONER HANSEN: So what kind of project would trigger that?

MS. JENKINS: The exact trip generation – it would have – we expect it's going to be – there will be a series of projects and then we'll get to a point where it will be warranted. I think one stand-alone project probably would not generate enough traffic to warrant that.

COMMISSIONER HANSEN: Maybe Mr. Gomez needs to answer this question.

MS. JENKINS: Okay. Sure. Absolutely.

COMMISSIONER HANSEN: Because I want to know how many cars are going to trigger that.

MS. JENKINS: No, that's a very valid question. Yes.

[Previously sworn, Michael Gomez testified as follows:]

MICHAEL GOMEZ: I was sworn. My name is Michael Gomez. I'm a professional engineer and a professional traffic operations engineer, and I work at 1599 South St. Francis Drive for Santa Fe Engineering. The specific amount of traffic – I can go ahead and look it up but in our phase 1 and phase 2 we've projected uses. For those uses that we have for phase 1 and phase 2 the roundabout is not warranted. Once we get beyond that point we would probably have enough traffic to go ahead and warrant that type of an intersection at that point.

COMMISSIONER HANSEN: How many cars will it take to generate the roundabout?

MR. GOMEZ: Okay, in the a.m. it would require about 48 cars, in the p.m., about 87 cars to go ahead and warrant.

COMMISSIONER HANSEN: Coming out of your development.

MR. GOMEZ: From our development. The benefit of the roundabout also is that we have great levels of service, which means that we have excess capacity on the roadways and the intersections. But what we see out there is that there is so much capacity that people are speeding, and that was brought up by all of the people time and time again. So one of the reasons that we went with the roundabout was to slow the traffic down.

COMMISSIONER HANSEN: So 48 cars in the p.m. and 87 cars in the a.m.

MR. GOMEZ: It's the reverse. 48 in the a.m and 87 cars in the p.m.

COMMISSIONER HANSEN: Will trigger a roundabout.

MR. GOMEZ: Will trigger a roundabout at –

COMMISSIONER HANSEN: And you don't expect to have that happen until the second phase?

MR. GOMEZ: Till the end of the second phase, if these projections of uses occur the way we think. That is why a new analysis or a comparison analysis will occur with each development that comes in. They can compare the traffic that they're going to generate with what's going to trigger it and once you compare those numbers then you say, yes, we need the roundabout now.

COMMISSIONER HANSEN: And so often will the developer agree to do traffic counts on that road so that we know when the roundabout needs to be triggered?

MR. GOMEZ: It's required by the conditions of approval, so for every phase and every development it's required.

COMMISSIONER HANSEN: So one of the other questions that was brought up was the size of the roundabout. So the roundabout size on Oshara is 84 and a gentleman said that there was only 86 feet. So how are you going to fit that in the space that you have?

MR. GOMEZ: Okay, the actual right-of-way is 100 feet, but we've actually shifted the road over where the roundabout is into our property so that we can get an offset on the design of the roundabout. Roundabouts are designed to slow traffic to a given speed and by offsetting it you're able to do that. And the speed that we're looking at through there varies from about 15 to 18 miles per hour to go around the roundabout. So by putting in that shift in there we can provide a left turn into driveways that are

across the way from our development, so that they can make a safe left turn into their driveways. So it's a two-fold thing, slow the traffic and provide safety refuge.

COMMISSIONER HANSEN: So you're going to put all these improvements in but you're not going to do the roundabout until phase 2, so that seems like that you're going to put the bike lanes in, you're going to do all the other improvements, but you're not going to do the roundabout but you're going to shift the road so it's available for the roundabout? When you're doing these improvements? I'm trying to find out when are you going to do these improvements, because now I'm finding out you're not going to do the roundabout until the end of phase 2, which I know all of these residents are extremely concerned about because that is one of the traffic safety calming aspects that will help slow down traffic on this road, besides the fact that we definitely need speed limit signs, which is really upsetting to me that of course working with DOT is incredibly frustrating from my point of view. If they won't put speed limit signs up I'm hoping that we can do that. I don't know why we can't, unless DOT is prohibiting us from doing it.

MR. GOMEZ: Normally, speed limits signs are set according to the Manual of Uniform Traffic Control, which is a national standard that all governments have to follow. It's the 85th percentile speed, when they do a speed study. So that's why it's incumbent upon us to go ahead and put these traffic calming measures like the roundabout in place to go ahead and slow that traffic down. So that the speed limit out there could be brought down from 40 to 35 miles an hour or lower, if necessary.

COMMISSIONER HANSEN: But at the same time you're not putting the roundabout in till the end of phase 2.

MR. GOMEZ: We're not putting it in until it's warranted and the good reason for that is costs. A roundabout is an extremely expensive piece of construction.

COMMISSIONER HANSEN: Not as expensive as a signal.

MR. GOMEZ: It's probably equally – they are pretty close to equal.

COMMISSIONER HANSEN: I have experience. I helped – I know how much roundabouts cost. I know how much signals cost. So they might be about equal.

MR. GOMEZ: Right. And we could have elected to go with the traffic signal but we went with the roundabout for the two-fold purposes in there.

COMMISSIONER HANSEN: So I want to just say for the audience that St. Francis and Rabbit Road, St. Francis is a state road and will remain a state road, and the end of St. Francis is not within the purview of the County. I want that to be clear because I know that it is a huge concern. It is a huge concern to me, but it is a state road and therefore we as a County cannot do anything about the end of St. Francis and Rabbit Road. But that doesn't mean that we can't insist that the state at the moment do some other things about Rabbit Road.

One of the other concerns was the use of the – on the use list, was a convenience store with a related gas station. Can you remove that from the use list?

MS. JENKINS: I would have to confer with my client regarding that.

COMMISSIONER HANSEN: And then I'm also concerned about the night sky ordinance. Are you following that? Since I am a new Commissioner I know that the City has a night sky ordinance. Does the County have a night sky ordinance? I'm asking Ms. Lucero.

VICKI LUCERO (Building & Development Services): Mr. Chair, Commissioner Hansen, the SLDC have regulations regarding lighting and shielding and spillover onto adjacent properties. So as each property comes in for their individual site development plan, at that point we will analyze the lighting to make sure it complies.

COMMISSIONER HANSEN: So lighting will be shielded and basically it is a night sky ordinance?

MS. LUCERO: It's similar to a night sky ordinance, but yes, there are regulations regarding lighting.

COMMISSIONER HANSEN: I think part of the problem that people are having with your traffic study is that you did it from 2010 to 2015, where traffic had already increased from the opening of the northeast connector through Oshara Village to now. And so I think that that is part of the reason the audience is so shocked, because we know that the traffic has increased maybe more than 100-fold from 2008 or 2006 to now. So using those numbers is kind of disingenuous to me, because I know that the traffic has increased tremendously from 2007 or 2008, whenever we opened up till now. So the numbers you're using are nice and safe because the road has already opened up and the traffic has already increased in 2010 to 2015.

MS. JENKINS: If I may, Chair Roybal, Commissioner Hansen, 2010 was our first traffic counts that we conducted and so Commissioner Moreno had asked us to look at our historic counts. We did not have data in terms of real time traffic counts prior to 2010, because what was requested of us was our traffic counts based on the history of the traffic impact analyses that we had provided, so if I misunderstood the request, my apologies.

COMMISSIONER HANSEN: I know that there are traffic studies and traffic counts from before then, and I know – Mr. Gomez might have even done them in 2008 or 2006.

MR. GOMEZ: Okay, before we start a TIA we have to go by the state access manual, which I have right there in my box. And Jennifer was wrong earlier; she said there was three TIAs that the DOT had approved. There's actually four TIAs for this project that the DOT approved. We go out first and do site specific counts when we do an TIA. There is no numbers earlier that we are aware of. We searched through all the DOT files, through all their yearly reports. There is no data that we know of at Rabbit Road in this area earlier than our earliest traffic county.

COMMISSIONER HANSEN: Which is?

MR. GOMEZ: Which was 2010.

COMMISSIONER HANSEN: So I know there are earlier traffic counts because Oshara had to do them.

MR. GOMEZ: Well, it's not currently available because we looked for it and we couldn't find it.

COMMISSIONER HANSEN: It should be here at the County because we had to turn them in. Oshara Village had to turn them in so I know there are traffic counts here.

MR. GOMEZ: The second thing is when we do a TIA we meet with the DOT and we do what's called a scoping meeting. And at that meeting we go over with the staff of what they want to see done in a TIA. They dictate the intersections that they

want they dictate other issues that they want explored. By the regulations, we can use traffic counts that are one year old. When we went in for our scoping meeting we were well within that with our 2015 counts. We submitted to the County and we had to go through this new SLDC procedure and literally we've been in the mill all this time for that.

So those counts were good counts. They were accepted by the DOT and they looked at the data and they made the decision to go ahead and accept those. Otherwise, we would have to do new counts, which we would have done. But they accepted those. And they did that because there's no basis to say that there's huge, ten-fold, a thousand-fold increases of traffic out there. It is just not correct based upon the data.

COMMISSIONER HANSEN: I'm going to go on to – did you confer with your client about the convenience store and the gas station?

MS. JENKINS: Actually, we are not in agreement to remove that use from the permitted use list.

COMMISSIONER HANSEN: So I'm not clear about the open space. Did you just make the lots smaller or did you –

MS. JENKINS: No, the open space, Chair Roybal, Commissioner Hansen, Commissioners, there is a buffer. The SLDC requires that there be a landscape buffer adjacent to all roadways. So obviously we have a very generous buffer that is four times the requirement along Rabbit Road, which is our 100-foot buffer there, and then on the internal loop road, as well as the little cul-de-sacs, if you have the subdivision plat, the 11" x 17" that was submitted with the supplemental information, we went ahead and took the buffer areas that are required along the internal roadways and we dedicated open space to accommodate that buffer requirement. And so with that we have achieved a 30.5 percent open space dedication project wide. So we have the perimeter open space and then we have the roadway buffer open space that is internal to the projects. And cumulatively, that open space dedication meets the requirement.

COMMISSIONER HANSEN: I want to go back to the water. At the moment you have 45 acre-feet of water, and let's say you exceed that, where are you going to get the next amount of water?

MS. JENKINS: In accordance with our line extension agreement which was approved earlier this afternoon, if we – we have the ability to update our water budget as we proceed through the project to make sure it's current based on actual use, and then if we get to phase 4 and we're exceeding that, then we have to come back to this body for an amendment to our line extension agreement, and we would have to pay additional fees to Santa Fe County for that additional water.

COMMISSIONER HANSEN: And then one of the things that I was also concerned about was residential use, and it seems that you have fulfilled your qualifications for residential use by having a nursing home built there. So basically, there will be no residential in this development. I mean there will be no single-family homes or multi-apartment complexes. Is that correct?

MS. JENKINS: Chair Roybal, Commissioner Hansen, Commissioners, actually that is not correct. I am not prepared to say there will be no single family homes. We are anticipating an assisted living facility, a senior assisted living facility. At this point, based upon the requirements of the SLDC I think a multi-family community is

highly unlikely, although it is a permissible use, but other types of residential, whether it be townhomes or single family or live-work, I think all of those are possibilities. I am absolutely not going to say that those things aren't possibilities, because they are. They are permissible and as we are able to move forward and actively market the property we will be able to attract interest from all types of sectors of the market for different types of use.

COMMISSIONER HANSEN: Then the next issue that a number of people brought up was how many community meetings did you have?

MS. JENKINS: Well, over the years – we had one community meeting on this particular application, but historically, I think we've probably had four over the years.

COMMISSIONER HANSEN: And where have you held those community meetings?

MS. JENKINS: Typically they've been held at the Genoveva Chavez Community Center.

COMMISSIONER HANSEN: And what was the turnout?

MS. JENKINS: At the meeting we had on this particular application I believe there were about 20 or 25 residents in attendance.

COMMISSIONER HANSEN: And were they residents that were here and brought these same concerns that they have brought to this public hearing?

MS. JENKINS: I believe that some of the people that are here were some of the people that also attended that meeting.

COMMISSIONER HANSEN: Have you taken those concerns into consideration?

MS. JENKINS: Yes, and if I may, Chair Roybal and Commissioner Hansen, one of the primary concerns that was raised was relative to what is going to be there, which I think is a very valid question, and I really wish I could stand here and answer that explicitly and honestly. And so there was a fair amount of time at the meeting discussing the permissible uses, discussing how the project would develop moving forward, and the platting process was our first step in order to fulfill the master plan and fulfill the zoning of the project. And so there was quite a bit of discussion like that but I was not in a position – I said that we've had discussions with a skilled nursing facility that we've been in discussions with for some time that is kind of waiting in the wings. We have embarked on discussion with an assisted living facility. We've had enquiries from various types of institutional uses or single use/office/campus type users. But again, we have been precluded from making any deals on any of these types of users until I'm through this particular process. So there was quite a bit of discussion in that regard.

COMMISSIONER HANSEN: Okay. So the other thing I would really like to see is I would like to see the roundabout in the first phase. I feel that these – the citizens here, that is everything – I have not heard one neighbor in that area come out in support of this project. Not one. That concerns me. And their major concern is the traffic. And so if you really want to be a good neighbor and you really want to be a part of this community, then I would think that you would want to do something that would make them feel like you're listening to them. Because at the moment I don't think they think you're listening to them.

I have not talked to any of these people. I am just going off the two public hearings that we've had and what we have heard. And so I'm concerned. You're not willing to make any concessions. That's not true. You did make some concessions toward the open space and you are doing all of that section of road and you are updating it, but I do think that you need to really think about doing a roundabout in phase 1 to help with the alleviation of the traffic on that road and I personally, I know that that traffic has increased 100-fold since the time Rabbit Road has been opened up till now. There is just no doubt about that.

So I would like you to please think about that, since you're planning to build a roundabout, when we had to do Oshara, we had to do the roundabout in the beginning. We had to pay for a traffic signal. We had to do a number of things and it was just the first phase, and there are other phases of Oshara coming in who are going to also contribute to that road so I think it's disingenuous for you to say you're paying 22 percent because Oshara is going to be having to pay a lot more, and they already have paid a tremendous amount on the other side for that road. So I would really like you to consider that, and with that, I'll take a break and allow my fellow Commissioners to ask some questions.

[A speaker from the audience made remarks about the roundabout.]

CHAIR ROYBAL: Commissioner Hansen.

COMMISSIONER HANSEN: Actually, they did answer about the roundabout. They are moving the roundabout on to their road. They're responsible for the entire section from the railroad tracks to the end of St. Francis.

CHAIR ROYBAL: Actually, this was Commissioner Hansen's question and if she feels it was answered correctly, because public comment has already been closed.

MS. JENKINS: If I may, Chair Roybal, Commissioners. I just conferred with my client and we will construct the roundabout in phase 1, subject to the approval of County Public Works Department and the Department of Transportation.

CHAIR ROYBAL: Okay. Thank you, Ms. Jenkins.

COMMISSIONER HANSEN: Thank you.

CHAIR ROYBAL: Commissioner Moreno, did you have comments?

COMMISSIONER MORENO: Just a few questions. You gave us the counts for the east and west. Have you been able to estimate the traffic that will occur when Rabbit Road is connected to Richards?

MS. JENKINS: Thank you, Chair Roybal, Commissioners, Commissioner Moreno, I'm really glad you asked that question. When we met with Mr. Diego Gomez in the County Public Works Department we had a discussion with him specifically relative to the northeast connector. As part – the County conducted a location study, which is a requirement any time there is going to be state participation, DOT participation on the project. You have to do a location study. So one was conducted for the southeast connector as well as for the northeast connector. And as part of that location study the County did their own traffic impact analysis of the northeast connector. And we asked that question directly to Mr. Gomez and he stated that the traffic impact analysis that the County's consultants conducted did not predict or anticipate an increase in traffic strictly be virtue of that connection over to Richards. It is the same vehicles traveling that road

seeking access to Richards Avenue, seeking access to the Community College and seeking access to Rancho Viejo. It's the same cars. It's all about pulling those cars out of Oshara and giving them a direct connection to Richards Avenue.

So the County's own TIA did not anticipate an increase strictly be virtue of the northeast connector.

COMMISSIONER MORENO: Thank you. And have you estimated the potential traffic that would be coming down Richards when, say, the new hospital is completed and development from around it?

MS. JENKINS: So, Chair Roybal, Commissioners, Commissioner Moreno, we were – when we did our scoping meeting that Mr. Gomez described with the Department of Transportation relative to where we needed – what the intersections were and the roadways we needed to analyze, Richards Avenue was not one of them. We were not asked to do any traffic counts or any analysis on Richards Avenue just due to the distance that is there in terms of from Richards Avenue from our particular site, and also relative to the trip distribution that I described previously in terms of the vast majority of our vehicles are utilizing St. Francis Drive to access the site and then to exit the site. So we were not asked to analyze Richards Avenue.

COMMISSIONER MORENO: Do you plan to?

MS. JENKINS: Mr. Gomez actually wants to add to that.

COMMISSIONER MORENO: Thank you.

MR. GOMEZ: I just wanted to point out that even though the County TIA for those connector roads said there would not be an increase, we did take an increase into account, and it was no more background traffic growth. Since the depression of 2008, traffic counts in Santa Fe have been almost zero growth, maybe up to one percent. So we used one percent growth to the year that the northeast connector would be built, and then from there we looked at two percent per year. Now, this is like money in an account. It's compounded every year. So it's not two percent over ten years; it's two percent every year compounded as you go along. So we have – we've been very conservative in taking that into account.

MS. JENKINS: Did you want to speak to Mr. Gomez?

COMMISSIONER MORENO: Well, I'm not so sure who I'm asking. Do you know what the build-out of Oshara is? Maybe my colleague knows.

MS. JENKINS: Chair Roybal, Commissioners, Commissioner Moreno, I cannot speak with authority on the schedule for Oshara. I can tell you that, yes, there's definitely been some recent activity in terms of Homewise developing some additional lots there and acquiring the unsold lots in the first phase, but I do not know – it's really going to be driven by the market in terms of attracting interest from builders and developers there and so I think it would be difficult to predict. I would not expect that to be speedy. Let's just put it that way. There's more competition in terms of production home building in Santa Fe right now in terms of different properties in different sites so I would not expect that to be a quick process, based on my understanding of the market place.

COMMISSIONER MORENO: Will there be any plans – will there be limits on truck traffic?

MS. JENKINS: Right now we do not have any limits on that but what we

are making sure we are accommodating is free flow of traffic in terms of the improvements that we're making to Rabbit Road at our access points. These are really critical to pull turning vehicles out of the travel lanes. This is really what makes a huge difference in terms of how traffic moves and how roadways function. So we have two access points, if I may. Mike, would you come hold this for me, please? So I think this will really help.

So we have two access points here. At this we're showing the roundabout, at this location, and which accommodates vehicles turning without stopping traffic. The roundabout is designed to accommodate truck traffic. It has mountable curb. It is absolutely designed large enough to accommodate that. And then here, this is our secondary access. This is a right turn lane that starts just as soon as you come off of St. Francis. There's a long right turn lane so any cars turning right here or any trucks are immediately out of the travel lane. So they are not impeding traffic flow in that regard.

And then we have a left turn lane here, again, a left turn bay that is generous that is accommodating left turning movements into the site of the secondary entrance. And so we are making the requisite improvements along our frontage to make sure that traffic is moving safely and that is our obligation. And one thing, with respect to – and also there is no left turn out here because of our proximity to St. Francis, so all left turn movements will be utilizing the primary entrance at the roundabout. And with respect to internal truck traffic, the thing that works so well about this project is our proximity to I-25. We have an interstate here that is designed to accommodate trucks and significant vehicle traffic. So trucks are going to be going back. They're going to be using the interstate. Because there are surrounding roadways that do have truck traffic limitations and weight limitations. So they are going to be using a major arterial and an interstate as their way. If they need to head west and get back to Cerrillos Road or Highway 14, the fastest, most direct, safest route is going to be the interstate, and that's where they'll go.

COMMISSIONER MORENO: Okay. Thank you. I have a question for Ms. Lucero. Do the plans comply for the area that they are in? Are there any conditions or irregularities in the location of the facility?

MS. LUCERO: Mr. Chair, Commissioner Moreno, the application was reviewed in accordance with the SLDC. They meet all of the requirements in the SLDC. They're zoned as a planned development district on the zoning map and so their use list is established and they are in compliance with all of those requirements as well. Staff does have a list of recommended conditions, follow-up conditions, but meeting those they would meet the requirements in the SLDC.

COMMISSIONER MORENO: Okay. And in that regard, they are following, this application is following the regular routine that you go through when you're evaluating a project?

MS. LUCERO: Mr. Chair, Commissioner Moreno, yes. This is following the same procedures that we would apply to anybody who is asking for plat approval. Also, I did want to mention that this application is located within the Sustainable Development Area 1, so that's the projected growth area in Santa Fe County.

COMMISSIONER MORENO: Okay. That brings me to a question for you. Give us your best guess. What kind of businesses are likely to be located in that area?

MS. JENKINS: Sure. As I shared before, Chair Roybal, Commissioners, Commissioner Moreno, based upon the dialogues that we've had preliminarily and the people that have contacted us and expressed interest in the project include a skilled nursing facility, which is desperately needed in Santa Fe, so we're really looking forward to consummating that transaction. They are interested in Lot 1, which would be great. A senior assisted living community. We have also received – there have been several local businesses who are looking to expand, office space and they have reached out to us about wanting to build. They're maybe renting a facility now and they want to build their own custom facility and so they're interested. And some of those have been interested in larger lots, for like a larger type campus, and then some of the smaller lots have actually been of interest to smaller businesses and we really hope to attract a mix of that.

And then – yes, that's kind of where we are right now in terms of – so I'm thinking we're going to see the skilled nursing, we're going to see office type development in the initial phases and my hope is – I think the assisted living, they're more interested in phase 2, and some of the parcel to do a little consolidation in kind of inside the loop, so to speak. But that's not, obviously cast in stone yet, but those are the discussions that we've been in as of late.

COMMISSIONER MORENO: I think from the first presentation you related that there would be live-work facilities for people. Are there any – would there be any restrictions in the neighborhood like that? For example, auto body.

MS. JENKINS: I would have to refer to the permissible use list in terms of that. We do have some light manufacturing, light industrial type of uses are permissible in the project but I'd have to refer to that. I don't think auto body is specifically mentioned and so again, we've had no enquiries in that regard. I frankly think the lots are going to be probably a little too expensive relative to all the infrastructure improvements and the public services and the water and the sewer and the roundabout that would really attract users in that vein.

COMMISSIONER MORENO: Okay.

MS. JENKINS: And if I may, Chair Roybal, Commissioner Moreno, this is a long-term project, and so nobody is going to be more dedicated and interested to how this develops aesthetically, having a proper mix of uses than my client. Because this needs to work cohesively. We see this as a campus, if you will. A mixed-use campus. So it's going to be important that in order to attract the types of uses that we want that we need to be careful. We need to be selective to make sure that we have something that fits in the area. So we're going to be very, very focused on that. It's financial prudent to be very focused on that, for the long term success of the project.

COMMISSIONER MORENO: Would you compare it with Bisby Court?

MS. JENKINS: I think we're going to be less industrial than that. I wouldn't see us having a lot of metal buildings and things of that nature. I think we're going to have larger single users as opposed to – we could have one lot that would be developed that would have multiple spaces, multiple small office spaces for multiple tenants. We might have some lots develop in a similar vein but project-wide, no. I don't think that would be consistent.

COMMISSIONER MORENO: I think that's it for me. Thank you.

CHAIR ROYBAL: Thank you, Commissioner Moreno. Commissioner

Hansen. Just a quick question?

COMMISSIONER HANSEN: One more question. I don't know if it can be quick. I can't promise that. One of my other concerns is the completion of the northeast connector and the connection to this development. And so I don't want any more traffic going through Oshara Village so I don't want to see this project go on line before we have the northeast connector connected to Richards. So is that part of the conditions? I didn't remember seeing that, but I know that we did that with College Heights Subdivision along the southeast connector and I know you're moving slow but the traffic through Oshara is miserable and those people are completely miserable and to have any more impact on them is just not tolerable. So I want to make sure that as you're developing – I'm assuming – assumption is the wrong word, but that the northeast connector is complete along the same time that you're building your section of the road also, so that we can start to provide some protection and public safety for the people along Rabbit Road.

MS. JENKINS: So Chair Roybal, Commissioner Hansen, what I can share is that is currently not a condition of approval that was imposed by the Public Works Department, and based upon our traffic generation and our traffic distribution, like I mentioned previously, the vast majority of our traffic is using St. Francis Drive. And so I can't speak for the Public Works Department but I can tell you that is not a condition that was imposed on the project. Our conditions relate to building the segment of Rabbit Road along our frontage and extending that further to the Rail Trail, and doing the requisite improvements to ensure that our access is safe and accommodating.

COMMISSIONER HANSEN: And when do you plan to be doing this?

MS. JENKINS: So we would proceed – in order to build the waterline and build the sewer line and build the roundabout we have to record phase 1. And so the goal of – I can't build any of that without a recorded plat. The SLDC precludes me from doing that. So we have a significant amount of infrastructure that has to be built but will take at least a year once the plat is recorded. That will take at least a year to provide all the infrastructure runs into the project, build the first phase of the loop road and the roundabout, and so – and that's before anybody can go vertical. Nobody can open a facility there unless they can hook up to water and sewer and they have proper access. So it is definitely –

COMMISSIONER HANSEN: Then you have to come back to see us for the next – to get your approvals to go vertical, so to speak?

MS. JENKINS: If there are projects that are consistent with the SLDC then most of those development plans are administratively approved and I'm sure Vicki could speak to that further.

CHAIR ROYBAL: Yes, actually, I'd like to go to our Land Use Director, Penny Ellis-Green.

MS. ELLIS-GREEN: Thank you, Mr. Chair, Commissioners. The Elevations project was actually different from this project for two reasons. Number one, without the southeast connector being built it was being built on a dead-end road and our code requires any more than 30 lots cannot be built on a dead-end road, and in addition to that, the traffic study showed that the Richards roundabouts, the roundabouts on Richards were failing already and would fail more with another 220 units. So that is a different

situation. We have the TIA in this situation does not show that those intersections are failing.

CHAIR ROYBAL: Okay. Thank you, Ms. Ellis-Green. Commissioner Anaya. Okay we're going to go with Commissioner Anaya.

COMMISSIONER ANAYA: Thank you, Mr. Chair. I'm going to be somewhat brief. I want to reframe something that our County Attorney provided some comments on earlier in the discussion that I know firsthand as a Commissioner over the last six-plus years I've come to respect more and more each time that we have a land use case to consider, and that is that this is an adjudicatory process. And as part of that adjudicatory legal process, we also have within it, a public comment structure that seeks input as part of that process. That's part of a broader process that we lay out and establish what the criteria are and the requirements are for anybody to access or utilize their private property.

Our driver's license process, a contractor's license process, a process to become a doctor, a teacher, a deputy, a plumber, an electrician, an equipment operator, just about every function that we live with on a daily basis has a process. The NMDOT is part of that process and provided in this particular case approval with conditions. The NMED had no comments. The Office of the State Engineer had no comments, provided approval. SHPO, the State Historic Preservation – no historic properties affected. County Public Works Department, approval with conditions. County Fire Marshal, approval with conditions. County Utilities, approval with conditions. County Planning Division, approval with conditions. Soil & Water, no comment. Santa Fe Public Schools, no comment. County Open Space and Trails, approval with conditions. County affordable housing, no comment.

There's 21 conditions that are attached to this document in front of me that I'm to consider as one of five members, four in this particular case for this adjudicatory process. I have a responsibility as many have pointed out to analyze as our attorney said, the facts associated with the case and the policies and process that's provided to not only this particular individual that's coming forward for this particular proposal, but any individual in any part of the county for a land use case that has to undertaken.

We all are obligated and have responsibilities to go through whatever the process is established. From this case, this particular applicant has done that. That being said, I'm going to back off the case for a couple minutes and say a couple additional things. If there's one thing that I have appreciated as part of that adjudicatory process is that there are people that have that active opportunity and right to provide comment and feedback. And I don't downplay or underestimate or devalue anyone's comment that was provided here today. And respectfully, without disrespect to newcomers to this county, I have a great deal of respect for those comments from newcomers, but I have a special place in my own heart as a long-time resident of Santa Fe County for those long-standing members of the community. When I look at this particular parcel I see to the east the border of St. Francis Drive. When I look to the north, it's the interstate, Interstate 25 and its proximity. Respecting comments made relative to the rural nature of the area, I respectfully disagree but respect each individual has a different set of goggles that we all look through. So I respect that perspective.

But I could also understand coming from the Village of Galisteo that in the

traditional village, over the last four decades in particular, we've seen a number of newcomers to the area. Did I or my family stand up and say, Don't approve those subdivisions? No. That was our own individual choice. Every individual here has their respective choice to make and I respect that. Did those newcomers and those new subdivisions directly adjacent to the traditional village of Galisteo affect my quality of life? They did. But I don't begrudge that particular property or property owner for accessing and utilizing that particular right. Did it affect hunting areas that we had, as Mr. Tapia brought up? Yes, it did. Did it affect areas that we'd ride on our horses and do other things in that community? Yes, it did.

But as is the case in life and society, things evolve and they change. And with that change came new neighbors to that same village of Galisteo that I value and call close friends to this day. That's a framework. But as it relates to the four corners of the decision in front of me I have an obligation and a responsibility to give not only this applicant but every applicant a fair and impartial review of what I have before me and what's been asked of that particular applicant to provide. The other thing I've learned in sitting in this chair is there has been cases where we've digressed from the four corners of the decision in front of us and found ourselves in legal cases by which we had no grounds to substantiate a determination that was made. I'll just leave it at that.

And those decisions sometimes pro or con, were adverse, ultimately, to the taxpayers at the end of the day. So more and more respectfully, I value the four corners of every decision that we have, respecting each of the individual comments. I'm going to back up. I said I was going to back up out of the case for a second. Many of you here I've seen before. You've had concerns not associated with this particular developer or development but you've had concerns associated with the northeast connector that absolutely, without question I don't disagree. This is a growth area. This is an area that you've been told is going to have that connector and have excess traffic outside of this particular case.

We have an obligation as a governing body to analyze and work through, even though it's not our agency and we're not fully responsible; we have to work in collaboration with the DOT. As policy makers, this project aside, we have an obligation to evaluate the safety aspects associated with that connector. I'm saying it very methodically, very carefully, that will be recorded on the record because it's our obligation, aside from this particular project.

And so, Commissioner Hansen, you made some comments earlier that drew a round of applause that I respect but at the same time I think we need to be cautious as policy makers to force or impose additional requirements beyond the four corners of what we're requiring based on the moment of a particular matter when in fact I would say to you and submit that I think we have an obligation regardless of this project to take a careful look and analysis at the safety concerns along with what happens with that northeast connector.

And so I can't sit here in good faith and say to you I'm going to oppose this project, because I can't, because of the recommendations and the four corners that I have in front of me to evaluate based on the set of laws that we – and I was part of – this Commissioner was part of enacting the Sustainable Land Use Development Code along with the permissible uses. I sat here and voted in accordance with numerous public

hearings over close to a decade of communication and coordination between community groups, public groups, governmental entities and the like. In countless public hearings, before we ultimately adopted that very code that our staff is sitting here to my left and making those same recommendations based on that foundational legal document that we're supposed to evaluate within the four corners of that law. It's not a resolution. It's not a policy. It's a law.

That ordinance is a law that we enact that we're obligated and responsible to follow. If we digress from following that law then we're going to be subject to the ramifications of not following that law. And we've already seen that happen.

That said, regardless of the determination that we make, you as community members have the same legal right as anyone does to pursue whatever determination we've made under the foundation of state law within District Court.

And so respectfully, Mr. Chair, respecting – I'm not sure where we're going to end up, but respecting the four corners of the recommendation in front of me, I'm going to make a motion with conditions that are provided in the packet, not additional conditions, the 21 conditions that I have in front of me. Motion for approval.

I'm going to say this as well, Mr. Chair. I'm going to go back to it. I think we have an obligation and a responsibility outside of this case when the northeast connector is going to get constructed, we have an obligation and a responsibility as Commissioners to deal with and work with alongside with our DOT to work through safety matters not as part of this subdivision but as part of what will happen if this subdivision didn't come to exist. So I'm going to move the case, Mr. Chair, with the existing 21 conditions, based on staff's review, based on the collective review of DOT, NMED and the like that I already read out. I'll leave it at that. Thank you.

CHAIR ROYBAL: Thank you, Commissioner Anaya. So we have a motion. Do I hear a second?

COMMISSIONER MORENO: I second the motion.

CHAIR ROYBAL: Commissioner Hansen, you have a comment?

COMMISSIONER HANSEN: I have an amendment to condition #18, which would be: The applicant shall be responsible for all design and construction costs associated with the two intersections connected with Rabbit Road. These improvements shall be constructed when warranted, no later than phase 3 development except – and so this is the part that I'm adding – except that the roundabout for the west entrance shall be constructed as part of phase 1 by the applicant as agreed to by the applicant.

CHAIR ROYBAL: Okay, we have a motion and a second and there is a friendly amendment. Commissioner Anaya.

COMMISSIONER ANAYA: Mr. Chair, I guess I have a question for the applicant on it, if I could, on this amendment, before I would accept it. Relative to the construction of the roundabout – so here's the other piece that I want to add based on the motion. We're constantly as Commissioners being approached relative to opportunities for housing and in particular assisted living and in particular other facets, including multi-family housing throughout the county. Respectfully, everybody's been supportive of affordable housing, assisted housing opportunities, but frankly, most people don't want them in their close proximity. That being said, does the inclusion of the roundabout put the construction of the overall project in a position where you're not going to be able to

even get through phase 1? Or is it going to not afford the project to advance to in turn create those opportunities for assisted living or other business and economic development, that I think are healthy for the community.

MS. JENKINS: Chair Roybal, Commissioner Anaya, we'll tell you that phase 1 is already front end loaded significantly with infrastructure improvements so it's a stretch. I'll be candid. It is a stretch. And I think the key think around traffic improvements is we've all seen the stop sign that doesn't make any sense or the signal that doesn't make any sense because they're built before they're warranted, before the traffic flow warrants that. And so we are sensitive to that and that's why the DOT or the County, depending on the timing, needs to be involved in analyzing a phase 1 roundabout there, prior to the traffic generation from this project warranting that improvement.

But yes, it is definitely a much greater financial burden for the first phase before we've even had an opportunity to sell a piece of property.

COMMISSIONER ANAYA: Well, Commissioner Hansen, I'm going to ask for a compromise, and I'd accept an amendment. Would you accept phase 2 as opposed to phase 3?

COMMISSIONER HANSEN: No. No, because all of these –

COMMISSIONER ANAYA: Well, and the reason I'm suggesting that, and I guess I'm in a position where, because of what I said, based on the four corners of what we have in front of us, and what staff has recommended, I've already seen what happens when we get in a position where we contradict our own process. And I'm trying to alleviate that. But I'm also trying to accommodate a partial movement from phase 3 to phase 2 to afford the process to go forward and the developer having met those requirements to advance to get to the point where they could make it fiscally work as well.

COMMISSIONER HANSEN: If they didn't have all these other road improvements to do at the same time, since they're doing all the road improvements already at the same time, it only makes sense to me that when they're putting the bike lanes in, they're putting all the infrastructure in, that they do the roundabout at the same time. It's not like they're putting in this roundabout all by itself somewhere else on a whole other planet. It is part of the road improvements that they are doing with the bicycle path, improving the road. It's part of the whole thing. So it only seems like it's reasonable to be doing it now in the beginning. And I know that doing a roundabout is less expensive to do it when you're already working on a road than to do it when you come back and do it after the fact.

COMMISSIONER ANAYA: If the applicant is prepared to do it I'll defer to Commissioner Hansen's recommendation and I'll accept it.

COMMISSIONER HANSEN: Okay. Thank you.

CHAIR ROYBAL: And you need the input from the applicant. Is that correct? Ms. Jenkins, he said if you were willing to do that he's willing to accept her amendment.

COMMISSIONER HANSEN: She said they were willing to accept.

MS. JENKINS: We were on record that we are willing to do that.

CHAIR ROYBAL: Okay.

COMMISSIONER MORENO: Mr. Chair.

CHAIR ROYBAL: You have a comment, Commissioner Moreno?

COMMISSIONER MORENO: No, a procedural matter. I seconded.

CHAIR ROYBAL: So your second will also include that amendment?

COMMISSIONER MORENO: Yes. I will repeat the second.

CHAIR ROYBAL: Okay. So we do have a motion with a friendly amendment and the second is including that friendly amendment. Is there any other discussion?

COMMISSIONER HANSEN: I want to make just one more comment. So this is a legal proceeding. And I think that Commissioner Anaya was really trying to explain a lot of that to everyone, that this applicant has met all the conditions and that we have been in situations where this body in the past has voted against something that has met all the legal obligations and then it turns around and we are in a lawsuit. And then it is costing the taxpayers even more money because we have violated our own laws. And so I am just saying that before my vote so people will understand. That's all I want to –

COMMISSIONER ANAYA: Mr. Chair.

CHAIR ROYBAL: Commissioner Anaya.

COMMISSIONER ANAYA: I had one other thing I want to add relative to there was a comment made by someone that was connected to the trail and the bike trail. And here's what I'll say to that particular comment, and I would ask the applicant to work in coordination with our Open Space and Trails group, which coordinates with BTAC, the bicycle trails group from the City of Santa Fe. So I myself worked at the Department of Transportation for several years and there's two philosophies associated with bike lanes. ‘

The bikers overwhelmingly – unless it's changed in the last year – don't want a buffer between the roadway and the trail. The bikers want complete streets, what they call, so that their bike is in concert with the complete street function. My take on it – I'm not an avid biker – would be a buffer would be nice, but the reality is that's not the feedback that the biking community has utilized.

Now it may be different in and around the urban area as part of bicycle trails Committee, but I would ask that as we work through that particular facet that there's coordination with the community but coordination with BTAC as well as Open Space to make sure that whatever we're doing is consistent with standard practices. I appreciate all the comments made but the comments made from Mr. Gomez relative to the process that's followed for TIAs and how that is transpired and translated, but I think that's something that we're all going to have to work through relative to whatever the ultimate decision of the Commission is, but I think it needs to be done in consultation with BTAC, Open Space, the community and so if we could, Mr. Chair, could you just comment on that particular piece? Are you willing to do that?

MS. JENKINS: Chair Roybal, Commissioner Anaya, yes, of course. And I do concur with your assessment. I have deals with road design and bike ways and bike lanes and trails all the time and that is the same feedback. So we would be happy to coordinate, I think through your Public Works staff to make sure that how this is being designed is again, in accordance with best practices.

COMMISSIONER ANAYA: Thank you, Mr. Chair.

COMMISSIONER HANSEN: I have one more comment. And also I

really want to comment on the fact that there is going to be a trail also. There's going to be a bike lane, six feet, and there's also going to be a trail. So that is someone is uncomfortable riding their bike, they will be able to ride their bike on the trail. Is that true?

MS. JENKINS: Yes, that is my understanding.

COMMISSIONER HANSEN: Okay. Thank you.

CHAIR ROYBAL: Okay, so we have a motion with a friendly amendment and a second, and there's no more discussion.

The motion passed by unanimous [4-0] voice vote. [Commissioner Hamilton recused herself from discussion and vote.]

CHAIR ROYBAL: We still have a few more items on our agenda that we need to go through.

[Commissioner Hamilton rejoined the meeting.]

VI. B. *State of New Mexico, ex rel. State Engineer v. R. Lee Aamodt et al*, US District Court, District of New Mexico, No. Civ. 66-06639 WK/WPL
1. Update

MS. ELY: Good evening, Chair, members of the Commission. I will try to make this brief. You've had a long afternoon. But there were a few things I thought it would be important to update you on. The first item is the water master rules. If you all recall, the water master rules is what the Office of the State Engineer will use to administer the Aamodt settlement in the Pojoaque Basin. According to the rules, once somebody elects to connect to the regional water system once it's available they will connect and transfer their water right to the County and they'll have access to something called a connection fee fund which will cover the cost of their connection.

At the February 28th meeting the Board of County Commissioners provided staff with direction on two matters related to the rules and one was rather than have the country residents transfer their full water right to the County water utility upon connection, to allow for a partial transfer which would enable the residents to connect and use part of their water right for outdoor use. The County staff took that to the meeting with the parties in drafting the proposed rules and I'm pleased to say that the proposed rules as published in June include that direction. So according to the proposed rules that were published the residents in the Pojoaque Basin will be able to connect to the County water utility and continue to use their well for outdoor use.

A hearing will be held on those proposed rules on August 16th at the Bataan Building. Public comment will be taken up until that period and then the comment period will close before formally promulgating the rules.

COMMISSIONER HANSEN: How long will the public comment period be?

MS. ELY: It's open now and it will close August 16th.

COMMISSIONER HANSEN: It will close August 16th. Will there be actually a public hearing?

MS. ELY: On August 16th there will be a public hearing at the Bataan Building and after that it will close. In conversations with the staff at the Office of the State Engineer today they've let us know that they plan on having a couple of meetings to let the public know about what is in those rules and we plan to attend and support those meetings.

COMMISSIONER HANSEN: Do you have a schedule for those?

MS. ELY: They have not been set yet.

COMMISSIONER HANSEN: Okay.

CHAIR ROYBAL: And you'll be sending those on our email list?

MS. ELY: Chairman Roybal and Commissioners, yes. We had planned to support the Office of the State Engineer with our email list. They've already provided me with their notification to residents who have asked for such notification. Depending on my schedule I may be able to get notification that the rules are available to review, and in the future to send notice of those meetings when they occur.

One other item I wanted to draw to your attention. The Board at the February meeting also directed us regarding the use of the connection fee fund. There had been conversation amongst the parties about using that connection fee fund in part to cover the cost of meters for people who make the partial transfer. The Board provided direction to us to not support that in the rules but to allow the connection fee fund to go for full connection and that language was not contained in the draft rules.

Are there any other questions regarding water master rules.

The next item I wanted to bring to your attention was the Pojoaque Basin Water Fair. The County, the New Mexico Environment Department and the New Mexico Department of Health held a water fair July 7th and 8th in which residents from the basin had the opportunity to bring water from their wells to the County for free testing. We had approximately 200 samples provided at the water fair. We'll have the results of those in about a month and we'll be coming back to you all with kind of a roll-up of what we found.

We have some available funds –

CHAIR ROYBAL: Excuse me. Did you say it was 200?

MS. ELY: Yes, 200. 199.

CHAIR ROYBAL: We were hoping for 500 to 600.

MS. ELY: I was hoping for double that. And the reason I was hoping for that is because the previous water fair held by the City last year had about 500 people come in in the city and the City and the NMED were a little overwhelmed by it. So I was hoping for a similar turnout but we did not have that.

CHAIR ROYBAL: Okay, and if I have constituents within the NPT Basin that contact me, because I did have a couple that missed it, that were out of town. Can they still do that if they bring samples to the office?

MS. ELY: We are thinking alike, Commissioner. We have some funds we can still use for analysis and I'm trying to figure out how to allow the public to bring their water samples to the Pojoaque office, from 4:00 to 6:00 on Tuesdays. I'll need to coordinate that with Hall. It will have to be very precise days because we need to get the samples to the lab quickly so that they can stabilize it, but that is my intention is maybe for the month of August on those Tuesdays, depending, to be able to accept those

samples and then get them to Hall Environmental. Or maybe – I'm working on the details on that. So that's my intention.

CHAIR ROYBAL: Orlando may be available to help you with that if necessary.

MS. ELY: That would be great. Thank you, Commissioner.

CHAIR ROYBAL: Commissioner Moreno.

COMMISSIONER MORENO: I have a question for Sandra. What's your game plan when you get results and say it's lopsided or even – do you have a plan after that?

MS. ELY: So once the results are in, each resident that provided us with a sample will be mailed with the results. Their contact information is confidential; it will not be released. But we will be able to draw out some maps showing the region of the area that the samples were taken from and indicate which constituents if any met safe drinking water standards, or did not meet safe drinking water standards.

COMMISSIONER MORENO: Like contaminants. Constituents.

MS. ELY: Yes. The things we tested for were uranium, arsenic, magnesium, fluoride, nitrates and iron. There's been issues with those contaminants in the past.

COMMISSIONER MORENO: Okay. That would be an interesting poker game wouldn't it.

CHAIR ROYBAL: Was that it, Commissioner Moreno?

COMMISSIONER MORENO: Yes. That's all for me.

CHAIR ROYBAL: Okay. Commissioner Hamilton.

COMMISSIONER HAMILTON: I have a question about the potential analysis results. You cannot publish – my understanding – publish a map with point results on the map because that would be in effect publishing people's individual results. That's considered inappropriate.

MS. ELY: That's right.

COMMISSIONER HAMILTON: But there are a number of public, free – you could do an analysis that showed interpolated isoplasm results – you could map the results, not point by point, but analyzing the spatial distribution and showing gradients of concentrations for contaminants of concern. The name of the software, it's a USGS. You can plot salinities. I can get that for you. It's actually very simple software to use. It's freeware. But there are lots of ways to approach it. The point is you could potentially analyze and then graph results that way, so the data that was plotted would have nothing to do with specific locations anymore. It would be an interpolated gradient plot.

MS. ELY: Mr. Chair, Commissioner, I'd be interested in seeing that. From the information from previous water fairs in 2004 and 2010, NMED had plotted it out in such a rough matter you could kind of see the area, for example, where the uranium was highest, such as in Nambe and parts of Cuyumungue, or where the magnesium may be a problem in Tesuque, but it was impossible to isolate a particular parcel. But I'd be interested in seeing that.

COMMISSIONER HAMILTON: There are some assumptions you have to make but part of the – we could talk about the technical details offline. But the value of that is to be able to present in a map form, in a simple form, something that shows

whether there's an area of concern or not for these different constituents. And how big an area or how big the concern is. And I think that would be useful for the Commission to see in terms of discussing the results.

MS. ELY: Absolutely. And for the public to understand where there might be issues. And if they didn't bring their sample in, if they know the area they live in has shown some problems, it would be very helpful for them to know that.

COMMISSIONER HAMILTON: Right.

MS. ELY: And whether they connect or not, it would be helpful for them to know that so that if they decide not to connect they can still at least treat their water.

COMMISSIONER HAMILTON: Exactly, and in evaluating the data it makes a difference whether you have one point of concern and a whole bunchy of good results surrounding it or the opposite. It's a very – it's a bit deal.

MS. ELY: So the next item to update you on is the status of the Pojoaque Basin Regional Water Authority, the joint powers agreement. This Board had approved the signing of the joint powers agreement in December of 2016. Since that time the pueblos of Nambe, Pojoaque, San Ildefonso and Tesuque have all signed the agreement and the Department of Interior has signed the agreement and returned it to us on Monday. For the agreement to be in effect, the County must sign it as well as the New Mexico Secretary of Finance and Administration. As you recall, the joint powers agreement forms a regional water authority.

And then I just want to bring your attention to the status of the entry of the final decree. The County Manager notified you all of the signing of the decree that will take place on Friday at 11:00 at the federal courthouse. This is a milestone. This was started on April 20, 1966 when then State Engineer Steve Reynolds filed this lawsuit, the adjudication in the US State District Court for the district of New Mexico. Fifty-one years later they've now adjudicated all the water rights for both pueblo and non-pueblo residents within the basin. The approval of the final decree by the court is one of the conditions that must be met under the Aamodt Litigation Act prior to September 15, 2017, or must be published by September 15, 2017 in the *Federal Register*.

And then lastly – Commissioner.

COMMISSIONER HANSEN: On that point, we were told 10:00. You're saying 11:00?

MS. ELY: No, you're right. It is 10:00.

COMMISSIONER HANSEN: It's 10:00 on Friday morning at the federal courthouse on Federal Place over here.

MS. ELY: That's right.

COMMISSIONER HANSEN: Okay. And then the JPA was signed in December of 2016?

MS. ELY: Yes.

COMMISSIONER HANSEN: That's what you said?

MS. ELY: Yes.

COMMISSIONER HANSEN: Okay. Just want to be clear. Thank you.

MS. ELY: It was the resolution allowing the signing of the JPA was adopted on December 2016.

COMMISSIONER HANSEN: Yes. Okay. Thank you.

MS. ELY: And the last item in your memo is the Certification of Satisfaction of Conditions with the Decree Court and the Settlement Agreement provides that certain conditions must be met in a manner acceptable to each of the certifying parties prior to entry of the final decree. There are 11 conditions in Sections 9.1 through 9.5 and I'm not going to list those. They are in your memo but the County Attorney will be discussing this with you as a separate agenda item.

**VI. 2. Certification of Satisfaction of Conditions with the Decree Court
Required by Section 9.9 of the Settlement Agreement**

MR. SHAFFER: Mr. Chair, Commissioners, moving to that next item of business relative to the Certification of Satisfaction of Conditions, as Ms. Ely alluded to, each of the settling parties is supposed to file a Certification of Satisfaction of Conditions with the Decree Court stating that the conditions described in the specified sections of the Settlement Agreement have been met in a manner acceptable to each of the certifying parties. Some of those conditions, precedents, such as the adoption of the water master rules address certain things required by the Settlement Agreement to be addressed, the approval of the joint powers agreement are works in progress and are in the process of occurring.

In addition, as the Board has been previously briefed on, there are potential risk issues relative to the State contributing funds agreement and the dependency on future legislative appropriation. So what we would respectfully request that the Board authorize be done is that the County Attorney, through our contract counsel, who is the counsel of record, be authorized to submit on behalf of the County a Certification of Satisfaction of Conditions with the Decree Court that one, accurately describes the status of various items, and two, states that the status is acceptable to the County for purposes of entry in the final decree.

And the idea in a nutshell is to again, accurately describe where things are and what certain documents do, and to let the Decree Court know that from the County's perspective we think that it is adequate for purposes of the final decree to be entered. But again, we're recognizing that there are future events that could, depending on how they unfold, cause issues or that there are issues that might not be satisfactory in other contexts. So I'd stand for any questions but again, that's the essence of what we're asking from the Board is that we be authorized to make a submission that's truthful and accurately describes things and allows the court to know that it's acceptable from the County's perspective for purposes of the final decree.

COMMISSIONER HANSEN: I'd like to make a motion to authorize the County Attorney through contract counsel to submit on behalf of the County a Certification of Satisfaction of Conditions with the Decree Court, that one, accurately describes the status of various items, and two, states that the status is acceptable to the County for purposes of entry of the final decree.

CHAIR ROYBAL: Okay, we have a motion.

COMMISSIONER HAMILTON: Second.

CHAIR ROYBAL: And we have a second. Any other discussion?

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

VII. B. Matters from County Commissioners and Other Elected Officials

- 1. Elected Officials Issues and Comments**
- 2. Commissioner Issues and Comments**

CHAIR ROYBAL: I don't believe we have any elected officials here tonight, other than the Commissioners, so I'm going to go ahead and close Matters from Elected Officials and go to B. 2. Commissioner Issues and Comments. These are non-action items by Commissioners from each district. Is there any Commissioners that have any announcements? Commissioner Hamilton.

COMMISSIONER HAMILTON: So it recently came to my attention that earlier this year, particularly in May of this year one of the people sitting up here graduated from Highlands with an advanced degree in political science. This is a true rumor?

COMMISSIONER ANAYA: You're not looking at me, are you?

COMMISSIONER HAMILTON: I am definitely looking at you. And this information came to me because one little birdie, the birdie I'm married to, was sitting next to another little birdie, your sister, who had this information passed along. And I think it's really, really significant. And I think it's significant because first of all, we went through the graduation period and you among other people made some significant comments about how important education is and the effort people go to to improve themselves and to move their lives forward and make better – and it's a big commitment. You did this while you were working and commissioning. I think I made up that word. But it's a good word. And so I can say for myself I'm very impressed and I'm very proud of you and I suspect everybody sitting up here is very proud of you and I think it's just important to mark that level of effort and that level of achievement. So I really just wanted to say that from up here for those reasons.

COMMISSIONER HANSEN: Congratulations.

COMMISSIONER ANAYA: Commissioner Hamilton, thank you for that. I had some unfinished business and two young children that I want to encourage to complete tasks that they start so I felt it was necessary to do that, to demonstrate I wouldn't give up after 20+ years of putting some things off. So I appreciate that. Thank you so much.

COMMISSIONER HANSEN: I think you deserve a round of applause.

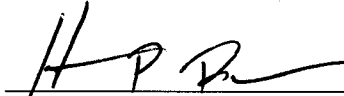
CHAIR ROYBAL: Congratulations, Commissioner. Do we have any other comments from any other Commissioners?

IX. CONCLUDING BUSINESS

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

Upon motion by Commissioner Hansen and second by Commissioner Moreno, and with no further business to come before this body, Chair Roybal declared this meeting adjourned at 9:01 p.m.

Approved by:

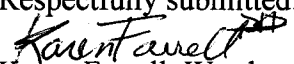

Board of County Commissioners
Henry Roybal, Chair

ATTEST TO:


GERALDINE SALAZAR
SANTA FE COUNTY CLERK



Respectfully submitted:


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

COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

BCC MINUTES
PAGES: 143

I Hereby Certify That This Instrument Was Filed for
Record On The 9TH Day Of August, 2017 at 09:14:44 AM
And Was Duly Recorded as Instrument # **1833233**
Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office
Geraldine Salazar

Deputy  County Clerk, Santa Fe, NM



REVISED

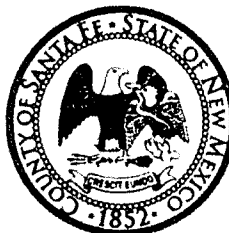
tabbies	EXHIBIT 1
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SFC CLERK RECORDED 08/09/2017

Henry P. Roybal
Commissioner, District 1

Anna Hansen
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Anna T. Hamilton
Commissioner, District 4

Ed Moreno
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

DATE: July 11, 2017

TO: Board of County Commissioners

VIA: Katherine Miller, County Manager

FROM: Michael Kelley, Public Works Department Director MK 7/11/17

ITEM AND ISSUE: BCC Meeting July 11, 2017

Resolution No. 2017-____, A Resolution Scheduling New Water Delivery Pursuant to Resolution No. 2006-57 For The Second Six Months of 2017 and Approving a New Water Allocation Pursuant to Section 5.7.3.3 of the Sustainable Land Development Code (Public Works Department/Jerry Schoeppner)

SUMMARY:

Pursuant to Santa Fe County policy adopted under Resolution No. 2006-57 (County Water Policy), Santa Fe County Utilities (SFCU) requests approval for 53.73 acre-feet of water per year (afy) in new water deliveries to be scheduled for the second half of 2017. This increases the total amount of water obligation to 202.92 afy for specific projects and 10.15 afy (5%) for County purposes. A proposed resolution adopting the delivery schedule is attached to this memorandum and this proposed resolution will reapprove 188.15 afy adopted previously under Resolution 2016-80.

BACKGROUND:

County Water Policy requires developments seeking water from SFCU within one year to apply to SFCU to schedule a new water delivery. The Board of County Commissioners (BCC) adopts a schedule of all new water deliveries every six months by resolution, which remains in effect for one year. In addition, prior to the submitting for development approval, SFCU conditionally issues "ready, willing and able" letters for a project's water demand. Such allocations are subject to various conditions including BCC approval and, in most cases, that the developer provides the County water rights to cover its water demand.

DISCUSSION:

Pursuant to the attached proposed resolution, SFCU requests the BCC to adopt a new water deliveries schedule for twelve projects below, totaling 202.92 afy. Two new projects are included; the Legacy project with a water budget of 8.06 afy and Vegas Verdes (St. Francis South) with a water budget of 45.67 afy.

Project	Project Need (afy)	Total (20% add on)
Legacy	8.06	9.67
Vegas Verdes (St. Francis South)	45.67	54.80
Elevation at Rancho Viejo	32.00	38.40
Senior Campus on Caja del Rio	34.44	41.33
Mi Morada	4.00	4.80
NM Game and Fish	0.30	0.36
Saleh – Phase 1	2.47	2.96
Stacy Property – North	0.60	0.72
Tessera 2	15.60	18.72
Turquoise Trail North	59.78	71.74
Subtotal	202.92	243.50
County set-aside (5%)	10.15	12.18
TOTAL	213.07	255.68

If approved, this schedule for new water deliveries meets the project's development requirement to acquire a "water allocation" before executing a Water Delivery Agreement with Santa Fe County Utilities.

ACTION REQUESTED:

Adoption of subject resolution.

Attachments:

Resolution No. 2017-_____ A Resolution Adopting A Schedule of New Water Deliveries For The Second Six Months of 2017 and Setting Aside Additional Water For Certain Planned Subdivisions And Other County Purposes.

REVISED



SFC CLERK RECORDED 08/09/2017

Henry P. Roybal
Commissioner, District 1

Anna Hansen
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3




Commissioner, District 4

Ed Moreno
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

To: Santa Fe County Board of County Commissioners

From: Don Moya, Finance Division Director 

Via: Katherine Miller, County Manager

Date: July 11, 2017

Re: Resolution 2018 ____, A Notice of Sale Resolution for General Obligation Improvement and Refunding Bonds, Series 2017

Issue

Santa Fe County staff is presenting before the Board of County Commissioners (BCC) a Notice of Sale Resolution for the General Obligation Refunding and Improvement Bonds, Series 2017. The proposed 2017 bond series will be issued for the purpose of advance refunding, refinancing, paying and redeeming on July 1, 2019 the County's Series 2009 General Obligation Bonds. The total aggregate principal amount of the proposed 2017 bond series is \$28,775,000 with \$22,015,000 to be used for projects approved by voters and \$6,760,000 to be used for the advance refunding, refinancing, paying and redeeming on July 1, 2019 the County's Series 2009 General Obligation Bonds.

Background

This resolution will enable the County to issue general obligation bonds based on the questions that were submitted and approved by the voters at the November 8, 2016 general election. The bond questions approved by the voters for the issuance of general obligation bonds payable from general taxes (ad valorem) in the amount of \$35 million included road projects (\$13.6M), water and wastewater projects (\$4.8M), public safety facilities (\$7.0M), open space projects (\$4.6M), and community health facilities (\$5.0M). This will be the first portion of the \$35 million authorized by voters in 2016. If approved, \$7,715,000 in proceeds will be used for roads projects, \$1,500,000 for water and water projects, \$5,800,000 for public safety facilities, \$2,000,000 for open space projects and \$5,000,000 for community health facilities.

The resolution will also enable the advance refunding/restructuring of the existing Series 2009 General Obligation Bonds. The proposed debt refunding and restructuring is estimated to result in a savings to the County of approximately \$222,405 (net present value).

As noted above, the County anticipates a bond issuance with an aggregate principal amount of \$28,775,000. However, the actual amount of the issuance will fluctuate depending upon the bids received and any premiums proposed with no expected impact to the estimated debt service mill rate.

If approved, this resolution will call for bids to purchase the bonds and will direct the publication of a "notice of sale." The proposed bond sale date is August 8, 2017.

Recommendation

Staff of the finance division recommends approval of the notice of sale resolution for the General Obligation Refunding and Improvement Bonds, Series 2017.

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

RESOLUTION NO. 2017 – ____

**A NOTICE OF SALE RESOLUTION
FOR
GENERAL OBLIGATION BONDS
SERIES 2017**

WHEREAS, at a general obligation bond election duly called and held for Santa Fe County, State of New Mexico, (the "County") on November 8, 2016, the electors of the County authorized the Board of County Commissioners of Santa Fe County (the "Board") to contract bonded indebtedness on behalf of the County and upon the credit thereof by issuing general obligation bonds of the County to secure funds for the following purposes in the following amounts:

<u>Purpose</u>	<u>Amount Authorized at Election</u>	<u>Amount Previously Issued</u>	<u>Amount to be Issued</u>
Acquire, construct, design, equip and improve roads within the County	\$13,600,000	\$0	\$7,715,000
Acquire, construct, design, equip and improve water and wastewater projects within the County	\$ 4,800,000	\$0	\$1,500,000
Acquire, construct, design, equip and improve fire and other public safety facilities within the County	\$ 7,000,000	\$0	\$5,800,000
Acquire, construct, design, equip, improve and restore open space, trails and parks within the County	\$ 4,600,000	\$0	\$2,000,000
Acquire, construct, design, equip and improve community health facilities within the County	\$ 5,000,000	\$0	\$5,000,000
TOTALS:	\$35,000,000	\$0	\$22,015,000

WHEREAS, the Board has determined, and does hereby determine, that it is necessary and in the best interest of the County and the inhabitants thereof that:

(A) \$22,015,000 in principal amount of the general obligation bonds authorized at the election (the "Series 2017 Improvement Bonds") be issued at this time; and

(B) general obligation refunding bonds be issued in an aggregate principal amount of \$6,760,000 (the "Series 2017 Refunding Bonds" and, together with the Series 2017 Improvement Bonds, the "Series 2017 Bonds") for the purpose of advance refunding, refinancing, paying and redeeming, on July 1, 2019, the County's General Obligation Bonds, Series 2009 maturing on and after July 1, 2020, outstanding in the amount of \$6,250,000;

provided, however, that (1) the issuance of the Series 2017 Refunding Bonds will result in net present value savings in interest costs of at least 3.00% and (2) a satisfactory price for the Series 2017 Bonds be obtained upon a public sale.

NOW, THEREFORE, be it resolved by the Board:

Section 1. The Chairperson of the Board and the County Clerk are authorized and directed to cause to be published a notice of sale of the Series 2017 Bonds in the form set forth below in Section 2, for the purposes and in the amount described above, in the *Albuquerque Journal*, a newspaper of general circulation in the County, at least one week prior to the date of sale, and the County Manager or County Finance Director are hereby authorized and directed to cause such other notice of the bond sale to be given as either of them shall determine, including the publication of the notice in financial papers and periodicals and the distribution among investment bankers and others of a Preliminary Official Statement relating to the Series 2017 Bonds.

Section 2. The notice of sale of the Series 2017 Bonds shall be published in the following form:

(Form of Notice for Publication)

NOTICE OF PUBLIC MEETING AND BOND SALE
SANTA FE COUNTY, NEW MEXICO
\$28,775,000
GENERAL OBLIGATION IMPROVEMENT AND REFUNDING BONDS
SERIES 2017

PUBLIC NOTICE IS HEREBY GIVEN that the Board of County Commissioners (the "Board"), the governing body of Santa Fe County, New Mexico (the "County"), will receive unconditional bids on Tuesday, August 8, 2017, between 9:30 a.m. and 10:00 a.m., prevailing Mountain Time, submitted electronically through the facilities of GRANT STREET GROUP for the purchase of the County's proposed General Obligation Improvement and Refunding Bonds,

Series 2017 (the "2017 Bonds") in an aggregate principal amount of \$28,775,000. The Board will meet in regular session at 2:00 p.m., on August 8, 2017, in the County Commission Chambers, County Administrative Building, 102 Grant Avenue, Santa Fe, New Mexico, being the regular meeting place of the Board, to take action to award the 2017 Bonds. The 2017 Bonds will be issued as fully registered bonds and will mature on July 1 of each year as follows:

\$28,775,000*
SANTA FE COUNTY, NEW MEXICO
GENERAL OBLIGATION IMPROVEMENT AND REFUNDING BONDS
SERIES 2017

Year Maturing (July 1)	Amount Maturing*
2018	\$ 180,000
2019	1,200,000
2020	1,175,000
2021	2,160,000
2022	1,590,000
2023	2,040,000
2024	1,750,000
2025	1,280,000
2026	0
2027	2,490,000
2028	2,490,000
2029	2,490,000
2030	2,490,000
2031	2,480,000
2032	2,480,000
2033	2,480,000

*Preliminary, subject to change.

The 2017 Bonds will be issued as fully registered bonds. The 2017 Bonds will be the general obligation of the County, payable solely out of general (*ad valorem*) taxes which shall be levied against all taxable property in the County without limitation as to rate or amount, as provided in the Property Tax Code, for the property tax years of 2017 through 2032.

The maximum net effective interest rate on the 2017 Bonds shall not exceed ten percent (10%) per annum. Discounts shall not be permitted as part of the sale price of a series of the 2017 Bonds, in whole, although discounts may be offered on any single maturity of a series of 2017 Bonds. Interest on each Bond shall be evidenced until maturity by only one interest rate.

Interest on the 2017 Bonds will be payable on January 1 and July 1 in each year while the 2017 Bonds are outstanding, beginning January 1, 2018. The 2017 Bonds will bear interest until maturity from the most recent date to which interest has been paid or provided for or, if no interest has been paid or provided for, from the date of the 2017 Bonds.

Each bid shall be deemed an irrevocable offer to purchase the 2017 Bonds on the terms provided therein and in the Official Notice of Bond Sale. Each bidder is required to submit an unconditional electronic bid for the 2017 Bonds.

Each bid must be submitted electronically through the facilities of GRANT STREET GROUP. THE COUNTY WILL NOT ACCEPT TELEPHONE, FACSIMILE OR HAND-DELIVERED BIDS. The County shall not be responsible for any malfunction or mistake made by, or as a result of the use of the facilities of, GRANT STREET GROUP, the use of such facilities being at the sole risk of the bidder.

This Notice is not a disclosure document, and it is not the Official Notice of Bond Sale. Prior to submitting a bid to the County for the 2017 Bonds, a full review should be made of the Official Notice of Bond Sale and the entire Preliminary Official Statement ("Preliminary Official Statement") for the 2017 Bonds. The offering of Bonds to potential investors is made only by means of the Preliminary Official Statement.

Copies of the Official Notice of Bond Sale, the Preliminary Official Statement and the Required Bid Form are available for viewing in electronic format at www.grantstreet.com or may be obtained upon request from Erik Harrigan, Director, RBC Capital Markets, 6301 Uptown Blvd., Ste. 110 Albuquerque, NM 87110, Phone: (505) 872-5999.

Further information relating to the County and the 2017 Bonds will be contained in the Preliminary Official Statement, which will be "deemed final" by the County at its date for purposes of Rule 15c2-12 promulgated by the Securities and Exchange Commission, except with respect to offering prices, interest rates, identity of the underwriter, selling compensation, delivery date, or other terms required to be specified in the bids, ratings, and other terms depending on such matters.

The validity and enforceability of the Bonds will be approved by Modrall Sperling Roehl Harris and Sisk, P.A., 500 Fourth Street NW, Suite 1000, Albuquerque, New Mexico 87102.

DATED this 11th day of July, 2017.

BOARD OF COUNTY COMMISSIONERS
SANTA FE COUNTY, NEW MEXICO

By: /s/
Henry Roybal, Chair

ATTEST:

By: /s/
Geraldine Salazar, County Clerk

(End of Form of Notice for Publication)

Section 3. The Official Notice of Bond Sale shall be in substantially the following form with such changes as are not inconsistent therewith and approved by the Chairperson of the Board:

(Form of Official Notice of Bond Sale)

OFFICIAL NOTICE OF BOND SALE

\$28,775,000

SANTA FE COUNTY, NEW MEXICO
General Obligation Improvement and Refunding Bonds
Series 2017

PUBLIC NOTICE IS HEREBY GIVEN that electronic bids will be received by the Board of County Commissioners (the “Board”) of Santa Fe County, New Mexico (the “County”), for the purchase of all of the County’s General Obligation Improvement and Refunding Bonds, Series 2017 (the “2017 Bonds”), more particularly described below. The Board will meet in regular session at 2:00 p.m., prevailing Mountain Time, August 8, 2017, to take official action awarding the 2017 Bonds.

Bids for the purchase of the 2017 Bonds will be accepted through the Grant Street Group electronic bidding web site ("Grant Street Group") at www.grantstreet.com. No other method of submitting bids will be accepted. The date and time for submitting bids will be as follows:

Bid Date: August 8, 2017

**Bid Time: Between 11:30 a.m. and 12:00 p.m. Eastern Time
(Between 9:30 a.m. and 10:00 a.m. Mountain Time)**

Submit Bid to: www.grantstreet.com

Information related to this auction can be obtained from Grant Street Group Auction Support at (412) 391-5555 (x370), attention John Carver.

To bid, bidders must have both (1) completed the registration form on the Grant Street Group website and (2) requested and received admission to the County's auction, as described under "TERMS OF SALE - Submission of Bids" below. The use of Grant Street Group shall be at the bidder's risk and expense, and the County shall have no liability with respect thereto.

None of the County, Grant Street Group, the Financial Advisor, or Bond Counsel shall be responsible for, and each bidder expressly assumes the risk of, any incomplete, inaccurate, or untimely bid submitted by Internet transmission by such bidder, including, without limitation, by reason of garbled transmissions, mechanical failure, engaged telephone or telecommunications lines, or any other cause arising from delivery by Internet transmission. Additionally, the Grant Street Group time stamp will govern the receipt of all bids. The official bid clock does not automatically refresh. Bidders must refresh the auction page periodically to monitor the progression of the bid clock and to ensure that their bid will be submitted prior to the termination of the auction. All bids will be deemed to incorporate the provisions of this Official Notice of Bond Sale.

This Official Notice of Bond Sale, and the information set forth herein, are not to be treated as a complete disclosure of all relevant information with respect to the 2017 Bonds. The information set forth herein is subject, in all respects, to a more complete description of the 2017 Bonds and the security therefore set forth in the Preliminary Official Statement dated August 2, 2017 (the "Preliminary Official Statement").

BOND DETAILS

The 2017 Bonds will be issued in the aggregate principal amount of \$28,775,000. The 2017 Bonds and the interest thereon are general obligations of the County. The County has prepared the Preliminary Official Statement relating to the 2017 Bonds, which is deemed by the County to be final as of its date for purposes of allowing bidders to comply with Rule 15c2-12 of the Securities Exchange Commission ("the Rule"), except for the omission of certain information as permitted by the Rule. Details of the 2017 Bonds, including maturities, redemption provisions, payment dates and security for payment are contained in the Preliminary Official Statement. The Preliminary Official Statement is subject to revision, amendment and completion in a Final Official Statement.

Official Statement. The Preliminary Official Statement may be viewed and downloaded from www.grantstreet.com or a physical copy may be obtained by contacting the County or the Financial Advisor, see "TERMS OF SALE - Information" below.

The County will make available to the winning bidder, within seven business days after the award of the sale of the 2017 Bonds, the Final Official Statement which is to be downloaded from www.grantstreet.com. One physical copy of the Final Official Statement also will be provided to the winning bidder at that time; provided, however, the winning bidder must cooperate in providing the information required to complete the Final Official Statement. Additional copies of the Final Official Statement may be provided at the expense of the winning bidder.

The winning bidder shall comply with the requirements of Rule 15c2-12 and the rules of the Municipal Securities Rulemaking Board.

TERMS OF SALE

Submission of Bids. All bids must be submitted only by electronic bidding on Grant Street Group at www.grantstreet.com. No other provider of bidding services and no other means of delivery (i.e. telephone, telefax or physical delivery) will be accepted. Bidding for the 2017 Bonds will begin at 11:30 a.m., Eastern Time (9:30 a.m. Mountain Time), as indicated above. The receipt of bids will end promptly at 12:00 p.m., Eastern Time (10:00 a.m. Mountain Time), unless extended in accordance with the two-minute rule described herein. If any bid becomes a leading bid two (2) minutes prior to the end of the auction, then the auction will be automatically extended by two (2) minutes from the time such new leading bid was received by Grant Street Group. The auction end time will continue to be extended, indefinitely, until a single leading bid remains the leading bid for at least two (2) minutes.

To bid, bidders must first visit the Grant Street Group website where, if they have not previously registered with Grant Street Group, they can register and then request admission to bid on the 2017 Bonds. Bidders will be notified prior to the scheduled bidding time of their eligibility to bid. Only NASD registered broker-dealers and dealer banks with DTC clearing arrangements will be eligible to bid. Bidders who have previously registered with Grant Street Group may call (412) 391-5555, x 370, attention John Carver, for their ID Number or password.

Rules of Grant Street Group. Bidders must comply with, and all bids must be made in accordance with, the Rules of Grant Street Group in addition to the requirements of this Official Notice of Bond Sale. The Rules of Grant Street Group can be viewed on the Grant Street Group website and are incorporated herein by reference. In the event the Rules of Grant Street Group conflict with this Official Notice of Bond Sale, this Official Notice of Bond Sale shall prevail.

Bidding Parameters. Bidders are required to submit unconditional all-or-none bids specifying the rate of interest at which the bidder will purchase all of the 2017 Bonds. Interest shall be bid in multiples of $1/20^{\text{th}}$ or $1/8^{\text{th}}$ percentum and only one interest rate may be bid for each maturity of the 2017 Bonds. The maximum interest rate may not exceed 5% and the maximum interest rate specified for any maturity of the 2017 Bonds may not exceed the minimum interest rate specified for any maturity of the 2017 Bonds by more than 3 percent (3%). The maximum net effective interest rate of the 2017 Bonds shall not exceed ten percent (10%) per annum.

The 2017 Bonds will not be sold at less than 100% of par.

Term Bonds. A bidder may elect to have all or a portion of the 2017 Bonds scheduled to mature in consecutive years issued as one or more term bonds ("Term Bonds") scheduled to mature in the latest of the consecutive years and subject to mandatory redemption requirements consistent with the schedule of serial maturities set forth in the Preliminary Official Statement; however, not less than all Bonds of the same serial maturity shall be converted to Term Bonds with mandatory redemption requirements.

Adjustment of principal amounts, modification or clarification prior to examination of bids. The County Manager, in consultation with the County's financial and bond advisors, in the County Manager's sole discretion and prior to the examination of bids, may (i) adjust the aggregate principal amount set forth herein or may adjust the principal amount of each series without increasing the aggregate principal amount of Bonds; (ii) adjust individual maturities, and/or (iii) modify or clarify any other term hereof, including the date on which bids for the 2017 Bonds will be received, by issuing a notification of the adjusted series, amounts, modification or clarification via Thomson Municipal News ("TM3") and/or Grant Street Group platform and/or Bloomberg Financial Services no later than 8:00 a.m., Mountain Time, on the Bid Date.

Adjustments to principal amounts after determination of best bid. The aggregate principal amount of the 2017 Bonds is subject to increase or reduction, and each scheduled maturity thereof is subject to increase or reduction, by the County Manager after the determination of the Best Bid (defined below). Such adjustments will be made within no more than two (2) hours after the end of the time of bid examination and will be in the sole discretion of the County. To cooperate with any adjustment in the principal amounts, the Purchaser is required to indicate by e-mail to Don Moya at ddmoya@santafecountynm.gov or such other address as may be indicated by the County Manager within one-half (1/2) hour after the end of the time of bid examination, the amount of any original issue discount or premium on any maturity of the 2017 Bonds, the initial offering price of each maturity, the cost of bond insurance, if any, and the amount received from the sale of the 2017 Bonds to the public that will be retained by the Purchaser as its compensation.

The County Manager, in consultation with the County's financial and bond advisors, may change the dollar amount bid by the Purchaser if the aggregate principal amount of the 2017 Bonds is adjusted as described below, but the interest rates specified by the Purchaser for all maturities will not change. The County Manager, in consultation with the County's financial and bond advisors, will make every effort to ensure that the percentage net compensation to the Purchaser (i.e., the percentage resulting from dividing (i) the aggregate difference between the offering price of the 2017 Bonds to the public and the price to be paid to the County, less any bond insurance premium to be paid by the bidder, by (ii) the principal amount of the 2017 Bonds) does not increase or decrease from the amount of such compensation if no adjustment was made to principal amounts shown in the maturity schedule. The County will notify the Purchaser of the final principal amounts and the resulting adjusted prices no later than 12:00 p.m. Mountain Time on the day of the sale and award of the 2017 Bonds. THE PURCHASER MAY NOT WITHDRAW OR MODIFY ITS BID ONCE SUBMITTED TO THE COUNTY FOR ANY REASON, INCLUDING, WITHOUT LIMITATION, AS A RESULT OF ANY INCREASE OR DECREASE IN THE FINAL PRINCIPAL AMOUNTS AND THE AGGREGATE PURCHASE PRICE OF THE 2017 BONDS.

Information Regarding Bids. Bidders may change and submit bids as many times as they wish during the bidding, provided, however, that each bid submitted subsequent to a bidder's initial bid must result in a lower true interest cost ("TIC") with respect to a bid when compared to the immediately preceding bid of such bidder. During the bidding, no bidder will see any other bidder's bid, but each bidder will be able to see its own ranking (i.e., "Leader," "Cover," "3rd," etc.).

Bids Constitute an Irrevocable Offer. Each bid submitted through Grant Street Group shall be deemed an irrevocable offer to purchase the 2017 Bonds on the terms provided in this Official Notice of Bond Sale and shall be binding upon the bidder.

Basis of Award. The 2017 Bonds will be sold to the bidder or bidders offering to purchase the same at the lowest true interest cost. The actuarial yield on the 2017 Bonds using the true interest cost method will be computed at that yield which, if used to compute the present value of all payments of principal and interest on the 2017 Bonds as of August 8, 2017, produces an amount equal to the aggregate bid price. Such calculation will be made based upon a 360-day year and a semiannual interval for compounding.

The winning bid or bids will be indicated on Grant Street Group and the auction results, as posted on such website, will be subject to verification by the County. The County will verify the auction results immediately following the close of the bidding period and notice of confirmation by the County of the winning bidder or bidders will be made by a posting on Grant Street Group stating "Auction Results Verified and Confirmed."

An award may be made by the County to any bidder in a principal amount less than the principal amount of the 2017 Bonds for which the bid is submitted. Further, in the event of an award by the County for a principal amount less than the principal amount the bidder submitted, any premium bid shall be ratably reduced. If two or more bids have the same true interest cost, the first bid submitted, as determined by reference to the time stamp displayed on Grant Street Group, shall be deemed to be the leading bid.

Sale Reservations. The County reserves the right (a) to reject any and all bids for any Bonds, (b) to reoffer any Bonds for public sale, and (c) to waive any irregularity or informality in any bid.

Good Faith Deposit Not Required to Bid. A good faith deposit will not be required in connection with the submission of any bid for the 2017 Bonds. The winning bidder will be required to submit a Bid Award Deposit (see "Bid Award Deposit" below).

Bid Award Deposit. Not later than 12:00 p.m., Mountain Time on August 8, 2017, the winning bidder is required to submit a Bid Award Deposit of \$580,000.00. All Bid Award Deposits must be made in good funds by wire transfer of the required amount to an account specified by the County Manager and provided to the winning bidder after the sale of the 2017 Bonds.

No interest will be paid by the County on the amount of the Bid Award Deposit. The proceeds of the Bid Award Deposit of the winning bidder will be applied to the purchase price of the 2017 Bonds, or in the event of the failure of a winning bidder to take up and pay for the 2017 Bonds in compliance with the terms of the bid, at the option of the County, its Bid Award Deposit may be retained as liquidated damages, as partial payment of actual damages or as security for any other remedy available to the County.

Manner and Time of Delivery. The 2017 Bonds will be delivered to DTC for the account of the winning bidder or bidders at the expense of the County on September 12, 2017, or such later date as the County and the winning bidder may agree. Payment of the purchase price due at delivery must be made in Federal Reserve funds for immediate and unconditional credit to the County.

Continuing Disclosure Undertaking. The County has covenanted to provide, in a timely manner, on the Electronic Municipal Market Access (EMMA) Website maintained by the Municipal Securities Rulemaking Board notice of the occurrence of specified, material events. The County has not failed to comply with any of its previous undertakings under Rule 15c2-12, except as may be disclosed in the Preliminary Official Statement.

State Securities Laws. The County has taken no action to qualify the offer or sale of the 2017 Bonds under the securities laws of any state. Should any such qualification be necessary, the County agrees to cooperate with the winning bidder in such matters, provided that the County reserves the right not to consent to service of process outside its boundaries and expenses related to any such qualification shall be the responsibility of the winning bidder.

CUSIP Numbers. CUSIP numbers will be issued and printed on the 2017 Bonds at the expense of the County. Any error or omission in printing such numbers on the 2017 Bonds will not constitute cause for any winning bidder to refuse delivery of any Bond.

Legal Opinion, Certificates and Transcript. The validity and enforceability of the 2017 Bonds will be approved by the County's Bond Counsel. A copy of the form of the opinion of Bond Counsel is attached as an exhibit to the Preliminary Official Statement.

The purchaser of the 2017 Bonds will receive a certified transcript of legal proceedings which will include, among other items:

(a) a certificate of the County to the effect that, as of its date, the Preliminary Official Statement was deemed final within the meaning of Rule 15c2-12, except for the omissions permitted under Rule 15c2-12;

(b) a certificate of the County to the effect that there is no litigation pending or, to its knowledge, threatened affecting the validity of the 2017 Bonds as of the date of their delivery; and

(c) a certificate of the County to the effect that, as of the date of the Official Statement and at all times to and including the date of delivery of the 2017 Bonds, the Official Statement did not contain any untrue statement of a material fact or omit any statement of a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

Certification of Issue Price. Any winning bidder will be required to complete, execute, and deliver to the County (on or before the date of delivery of the 2017 Bonds) a certification as to issue price and certain other matters, substantially in the form to be furnished by Bond Counsel. By submitting its bid, each bidder agrees to complete, execute and deliver such

certificate by the date of delivery of the 2017 Bonds if its bid is accepted. It will be the responsibility of the winning bidder to institute such syndicate reporting requirements, to make such investigation, and otherwise to ascertain the facts necessary to enable it to make such certification with reasonable certainty.

Postponement of Sale. The County reserves the right to postpone the date and time established for the receipt of bids. Any such postponement will be announced by posting on Grant Street Group prior to commencement of the bidding. If any date and time fixed for the receipt of bids and the sale of the 2017 Bonds is postponed, an alternative sale date and time will be announced at least one business day prior to such alternative sale date. On any such alternative sale date and time, any bidder may submit bids electronically as described above for the purchase of the 2017 Bonds in conformity in all respects with the provision of this Official Notice of Bond Sale, except for the date and time of sale and except for any changes announced by posting on Grant Street Group at the time the sale date and time are announced, or in accordance with the section of this Official Notice of Bond Sale entitled ***Adjustment of principal amounts, modification or clarification prior to examination of bids.***

Rating. A rating has been applied for to Standard and Poor's Ratings Services.

Information. Copies (in reasonable quantities) of this Official Notice of Bond Sale, the Preliminary Official Statement, and other information concerning the County and the 2017 Bonds may be obtained from:

Erik Harrigan, Director
RBC Capital Markets
6301 Uptown Blvd.,
Ste. 110 Albuquerque,
NM 87110
Phone: (505) 872-5999
Fax: (505) 872-5979

The date of this Official Notice of Bond Sale is July 11, 2017.

SANTA FE COUNTY, NEW MEXICO

SANTA FE COUNTY, NEW MEXICO General Obligation Improvement and Refunding Bonds Series 2017

OFFICIAL BID FORM (August 8, 2017)

Santa Fe County, New Mexico
c/o RBC Capital Markets, LLC
6301 Uptown Boulevard NE, Suite 110
Albuquerque, New Mexico 87110

Attention: County Manager

Members of the Board of County Commissioners:

Pursuant to your "Official Notice of Bond Sale," dated August 2, 2017, relating to the County's General Obligation Improvement and Refunding Bonds, Series 2017 (the "2017 Bonds") in the principal amount of \$28,775,000 which by reference is made a part hereof, we submit the following bid:

For your legally issued Bonds as described in the Official Notice of Bond Sale, we will pay you par, plus accrued interest, if any, from the date of the Bonds to the date of delivery to us, provided the Bonds bear interest per annum as follows:

2017 Bonds

<u>Maturing (July 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>
2018			
2019			
2020			
2021			
2022			
2023			
2024			
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			

If this bid is the best bid for the Bonds, we will send a wire transfer to Santa Fe County, in the amount of \$580,000.00 prior to the acceptance of our bid by the Board of County Commissioners, which wire transfer will be our good faith deposit and submitted in accordance with the terms set forth in the Official Notice of Bond Sale. We will pay the CUSIP Service Bureau charge, if any, for the assignment of CUSIP numbers.

The undersigned agrees to complete, execute, and deliver to the County a Certificate Regarding Issue Price or a similar certificate relating to the "issue price" of the 2017 Bonds, in the form attached hereto as Exhibit A.

We understand and agree that no more than fifty (50) copies of the final Official Statement, including any amendments or supplements thereto will be supplied to us at the

County's expense and that any additional copies requested will be subject to a charge to us. By accepting this bid, you agree to provide such copies of the final Official Statement and of any amendments or supplements thereto in accordance with the Official Notice of Bond Sale, and you undertake your other obligations described therein, as contemplated by Rule 15c2-12 of the Securities and Exchange Commission.

Respectfully submitted,

By: _____
Authorized Representative

* (Strike inapplicable words)

For informational purposes only, our calculation of the True Interest Cost is as follows:

True Interest Cost: (stated as a nominal annual percentage) _____%

Additionally, for informational purposes only, the following is requested:

Gross Interest Cost: \$ _____

Less Premium Bid: \$ _____

Net Interest Cost: \$ _____

[2017 Bonds Bid Form]

ACCEPTANCE CLAUSE

The above bid is hereby accepted by Santa Fe County, New Mexico, this 8th day of August, 2017.

SANTA FE COUNTY, NEW MEXICO

Henry Roybal, Chairperson

Geraldine Salazar, County Clerk

[2017 Bonds Bid Form]

EXHIBIT A
[to 2017 Bonds Bid Form]

CERTIFICATE REGARDING ISSUE PRICE

The undersigned hereby certifies as follows with respect to the \$28,775,000 principal amount of the Santa Fe County, New Mexico General Obligation Improvement and Refunding Bonds, Series 2017 (the "Bonds").

1. The undersigned is the original purchaser which purchased the Bonds from Santa Fe County, New Mexico (the "Issuer").

2. The initial offering prices of the Bonds at which bona fide offers of sale of each maturity were made to the public are as follows:

<u>Maturity Date (July 1)</u>	<u>Principal</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>Dollar Price</u>	<u>Initial Offering Price</u>
2018	\$	%			\$
2019					
2020					
2021					
2022					
2023					
2024					
2025					
2026					
2027					
2028					
2029					
2030					
2031					
2032					

3. All of the Bonds were offered to the public at the initial offering prices set forth above and we reasonably expected to sell 10% of each maturity to the public (other than to bond houses, brokers and other intermediaries) at not more than the initial offering price of each such maturity. The aggregate of the initial offering prices of each maturity of the Bonds is \$_____ (consisting of \$_____ as the par amount of the Bonds, plus a net reoffering premium in the amount of \$_____).

4. The undersigned understands that the statements made herein will be relied upon by the Issuer in its effort to complete the Information Return for Tax-Exempt Governmental Bond Issues (Form 8038-G), required to be filed pursuant to the Internal Revenue Code of 1986, as amended and with regard to establishing facts and circumstances relied on by the Issuer and bond counsel in connection with the issuance of the Bonds and the exclusion of interest on the Bonds from gross income for federal income tax purposes. Such reliance is hereby authorized and approved.

Executed and delivered this ____ day of September, 2017.

By _____
Authorized Representative

(End of Form of Official Notice of Bond Sale)

Section 4. The Chair and officers of the Board, the County's Financial Advisor, the County's Bond Counsel, the County Manager, and the County Finance Director are authorized to prepare, post, and to distribute the Official Notice of Bond Sale and Official Bid Form, in substantially the forms set forth above, and a Preliminary Official Statement to such potential bidders on the Series 2017 Bonds as they may determine and to take all action necessary or appropriate to give effect to the provisions of this Resolution.

Section 5. All prior resolutions and enactments inconsistent with the provisions of this Resolution are hereby repealed, but only as to such inconsistency.

Section 6. This Resolution shall take immediate effect.

PASSED, APPROVED AND ADOPTED this 11th day of July, 2017.

BOARD OF COUNTY COMMISSIONERS
SANTA FE COUNTY, NEW MEXICO

By: _____
Henry Roybal, Chair

ATTEST:

By: _____
Geraldine Salazar, County Clerk

Approved as to Form:

By: _____
Gregory Shaffer, County Attorney

APPROVED AS TO LEGAL FORM AND SUFFICIENCY:

MODRALL, SPERLING, ROEHL, HARRIS & SISK, P.A.,
as Bond Counsel to Santa Fe County

By: _____
Peter Franklin, Shareholder

Santa Fe County, New Mexico

Finance Plan & Refunding Analysis

July 11, 2017

STRICTLY PRIVATE AND CONFIDENTIAL



RBC Capital Markets

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Outstanding GO Debt

Issue	Bond Type	Amount Outstanding	Callable Amount Outstanding	Call Date	Coupons	Final Maturity
Series 2008	GO	\$ 4,500,000	\$ 0	Non-Callable	3.500% - 4.250%	2018
Series 2009	GO	9,250,000	6,250,000	07/01/2019	3.000% - 4.200%	2024
Series 2010A	GO	4,315,000	-	Non-Callable	2.000% - 3.000%	2018
Series 2011	GO	9,930,000	4,750,000	07/01/2021	2.500% - 4.000%	2026
Series 2013	GO	17,725,000	13,125,000	07/01/2022	2.000% - 4.000%	2028
Series 2015	GO	46,525,000	19,575,000	07/01/2024	2.750% - 3.500%	2030
Series 2016	GO	18,375,000	3,185,000	07/01/2025	2.000% - 4.000%	2031
Total GO Bonds		\$ 110,620,000	\$ 46,885,000			

Financial Plan Overview

- Voters authorized \$35 million in General Obligation bonds to be sold over the next 4 years
- Projected debt service tax rate is \$2.12
- County needs are \$22.015 million for the first installment as outlined below

Purpose	Amount to be Issued
Roads	\$ 7,715,000
Wastewater Projects	1,500,000
Fire and Public Safety	5,800,000
Open Space and Trails	2,000,000
Community Health Facilities	5,000,000
<hr/>	
TOTALS:	\$ 22,015,000

- Additionally, given current interest rates the County has the opportunity to refund the 2009 Bonds and generate present value savings which would reduce interest cost

Refunding Analysis*: Series 2009 GO Bonds

Summary of Refunding Results

Dated Date	07/25/2017
Arbitrage yield	1.913%
Escrow yield	1.393%
Value of Negative Arbitrage	\$ 63,333.83
Bond Par Amount	\$ 6,700,000.00
True Interest Cost	2.07%
Net Interest Cost	2.07%
Average Coupon	1.916%
Average Life	4.93
Par amount of refunded bonds	\$ 6,250,000.00
Average coupon of refunded bonds	4.09%
Average life of refunded bonds	5.093
PV of prior debt to 10/15/2017 @ 1.263898%	\$ 6,921,299.61
Net PV Savings	\$ 222,405.77
Percentage savings of refunded bonds	3.56%
Refunding Sufficiency %	77.84%

Savings

Date	Prior Debt Service	Refunding Debt Service	Savings	Present Value
08/01/2018	\$ 253,500	\$ 220,020	\$ 33,480	\$ 33,579
08/01/2019	253,500	221,966	31,535	31,001
08/01/2020	1,253,500	1,220,586	32,915	31,728
08/01/2021	1,465,500	1,433,976	31,525	29,745
08/01/2022	1,415,500	1,381,632	33,869	31,197
08/01/2023	1,364,250	1,327,842	36,409	32,760
08/01/2024	1,563,000	1,527,442	35,559	31,289
	\$ 7,568,750	\$ 7,333,461	\$ 235,289	\$ 221,300
PV of savings from cash flow				\$ 221,299.61
Plus: Refunding funds on hand				1,106.16
Net PV Savings				\$ 222,405.77

Bonding Debt Service

Period Ending	Principal	Coupon	Interest	Debt Service
07/01/2018	\$105,000	1.21%	\$115,020.27	\$220,020.27
07/01/2019	100,000	1.38%	121,965.50	221,965.50
07/01/2020	1,100,000	1.51%	120,585.50	1,220,585.50
07/01/2021	1,330,000	1.68%	103,975.50	1,433,975.50
07/01/2022	1,300,000	1.83%	81,631.50	1,381,631.50
07/01/2023	1,270,000	2.00%	57,841.50	1,327,841.50
07/01/2024	1,495,000	2.17%	32,441.50	1,527,441.50
	\$6,700,000		\$633,461	\$7,333,461

Finance Plan – Refunding + New Money

- Issue \$35 million voter authorized debt; \$20.015 Million in 2017 and \$14.985 Million in 2019
- Refunding of Series 2009 bonds for savings with de minimis impact to tax rate
 - All in Interest Cost = 2.285%
 - (\$) PV Savings = \$222,405
 - (%) PV Savings = 3.558%

Date	Existing Debt Service	Series 2017 Refunding (2009 Bonds)			Series 2017 New Money		Series 2019 New Money		Assessed Valuation	Tax Rate
		Principal	Coupon*	Interest	Total	Total	Total	Total		
2017	13,609,630.21								6,779,951,802	1.98
2018	13,526,188.75	105,000	1.210%	115,020	220,020	788,833			6,970,747,909	2.12
2019	12,764,368.75	100,000	1.380%	121,966	221,966	1,978,400			7,179,870,346	2.12
2020	11,888,118.75	1,100,000	1.510%	120,586	1,220,586	904,400	1,349,250		7,395,266,457	2.12
2021	11,622,888.75	1,330,000	1.680%	103,976	1,433,976	1,656,600	1,114,250		7,617,124,450	2.12
2022	11,928,118.75	1,300,000	1.830%	81,632	1,381,632	1,083,600	739,250		7,845,638,184	1.96
2023	11,474,888.75	1,270,000	2.000%	57,842	1,327,842	1,547,200	981,750		8,081,007,329	1.93
2024	11,929,118.75	1,495,000	2.170%	32,442	1,527,442	1,006,800	561,750		8,323,437,549	1.83
2025	12,188,118.75					2,026,800	961,750		8,573,140,676	1.80
2026	13,724,593.75					695,600	791,750		8,830,334,896	1.75
2027	5,287,093.75					3,185,600	1,704,250		9,095,244,943	1.14
2028	4,199,443.75					3,086,000	1,645,500		9,368,102,291	0.97
2029	1,175,143.75					2,986,400	1,586,750		9,649,145,360	0.61
2030	1,144,893.75					2,876,800	1,528,000		9,938,619,721	0.57
2031	598,893.75					2,777,600	1,469,250		10,236,778,312	0.48
2032						2,678,400	1,410,500		10,543,881,662	0.39
2033						2,579,200	1,351,750		10,860,198,112	0.37
2034							1,293,000		11,186,004,055	0.12
2035							1,244,250		11,521,584,177	0.11
Total	137,061,443	6,700,000		633,461	7,333,461	31,858,233	19,733,000		185,429,037	

Assumptions:

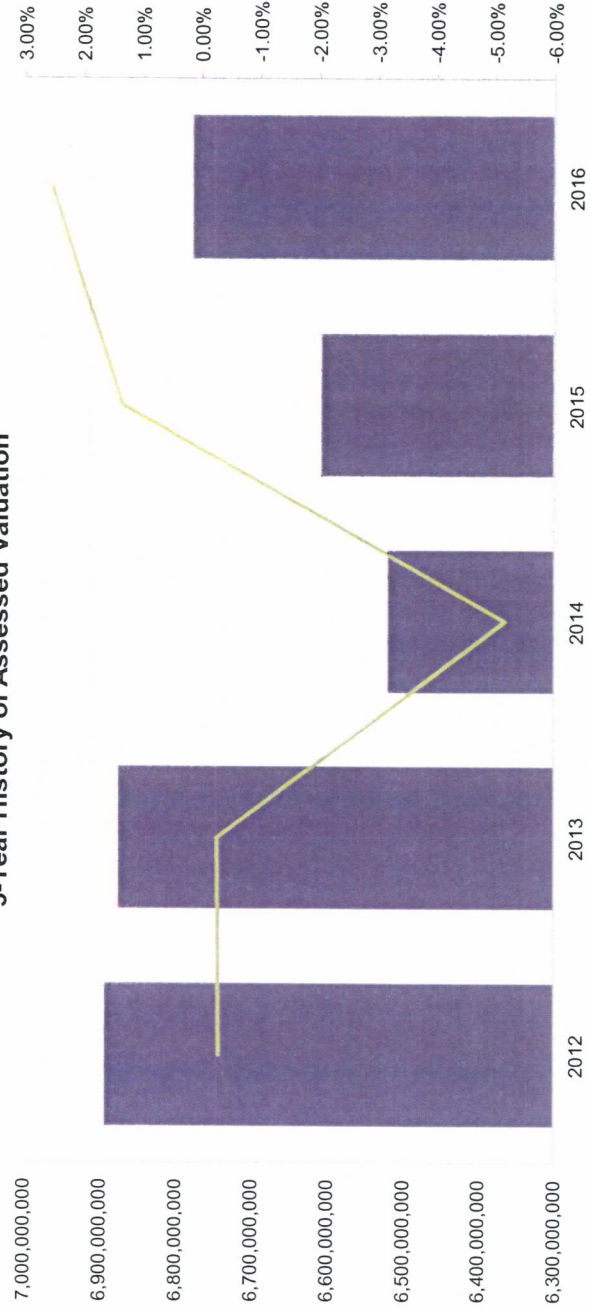
- Assessed valuation growth: 3.00% for FY2017 and thereafter
- Collection rate at 98%
- Series 2017 Refunding Interest Rate: Current Market rates as of 5/8/2017 + 25 bps
- Series 2017 New Money Interest Rate: 4.00%
- Series 2019 New Money Interest Rate: 5.00%

History of Assessed Valuation

	2012	2013	2014	2015	2016
Residential	\$5,275,470,450	\$5,240,480,417	\$4,912,762,670	\$4,907,338,404	\$5,107,997,714
Non-Residential	1,501,278,829	1,517,328,062	1,482,388,452	1,568,070,655	1,529,502,882
Centrally Assessed	119,745,937	120,107,484	127,536,772	135,438,597	142,451,206
Total	\$6,896,495,216	\$6,877,915,963	\$6,522,687,894	\$6,610,847,656	\$6,779,951,802

% Change	-0.3%	-0.3%	-5.2%	1.4%	2.6%
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5-Year History of Assessed Valuation



Analysis of Valuation Changes and Protested Property

	2016	New	Re-Appraisal	2017	Protested Property	Preliminary AV	% Growth	% of Protested Property Back On	Final Value	% Growth
Total Residential	\$ 5,107,997,714	\$ 76,170,773	1.49%	\$ 5,362,817,178	\$ 34,021,754	\$ 5,328,795,424	4.32%	\$ 15,169,785	\$ 5,343,965,209	4.62%
Total Non-Residential	1,529,502,882	13,973,196	0.91%	3,602,926	62,636,400	1,484,442,604	-2.95%	34,700,161	\$ 1,519,142,764	-0.68%
Total Assessor's Valuation	\$ 6,637,500,596	\$ 90,143,969	1.36%	\$ 182,251,617	\$ 96,658,155	\$ 6,813,238,027	2.65%	\$ 49,869,946	\$ 6,863,107,973	3.40%
Total Central Assessment	142,451,206			142,451,206	1,433,335	141,017,871	-1.01%	-	\$ 141,017,871	-1.01%
TOTAL AV	\$ 6,779,951,802	\$ 90,143,969	1.33%	\$ 182,251,617	\$ 98,091,490	\$ 6,954,255,898	2.57%	\$ 49,869,946	\$ 7,004,125,844	3.31%

	2015	New	Re-Appraisal	2016	Protested Property	Final Value	% Growth
Total Residential	\$ 4,907,338,404	\$ 51,946,417	1.06%	\$ 5,088,919,590	\$ 27,475,717	\$ 5,107,997,714	4.09%
Total Non-Residential	1,568,070,655	5,832,329	0.37%	(59,287,545)	43,977,574	1,529,502,882	-2.46%
Total Assessor's Valuation	\$ 6,475,409,059	\$ 57,778,746	0.89%	\$ 70,347,224	\$ 71,453,291	\$ 6,637,500,596	2.50%
Total Central Assessment	135,438,597			142,451,206	2,600,734	142,451,206	5.18%
TOTAL AV	\$ 6,610,847,656	\$ 57,778,746	0.87%	\$ 70,347,224	\$ 74,054,025	\$ 6,779,951,802	2.56%

	2014	New	Re-Appraisal	2015	Protested Property	Final Value	% Growth
Total Residential	\$ 4,912,762,670	\$ 43,864,527	0.89%	\$ (79,789,521)	\$ 37,687,421	\$ 4,907,338,404	-0.11%
Total Non-Residential	\$ 1,482,388,452	\$ 20,293,085	1.37%	\$ 15,892,839	\$ 78,899,042	\$ 1,568,070,655	5.78%
Total Assessor's Valuation	\$ 6,395,151,122	\$ 64,157,612	1.00%	\$ (63,896,682)	\$ 116,586,463	\$ 6,475,409,059	1.25%
Total Central Assessment	\$ 127,536,772			\$ 135,438,597	\$ -	\$ 135,438,597	6.20%
TOTAL AV	\$ 6,522,687,894	\$ 64,157,612	0.98%	\$ (63,896,682)	\$ 116,586,463	\$ 6,610,847,656	1.35%



RBC Capital Markets

Municipal Market Update

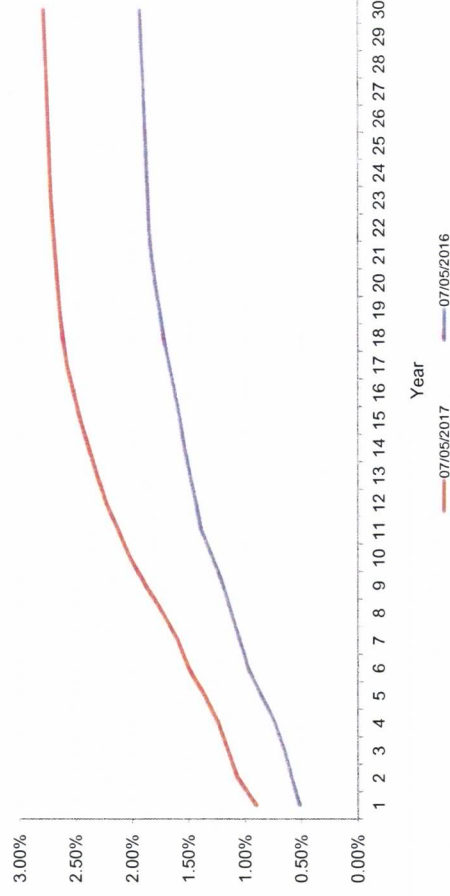
SECTION III

Long-Term Market

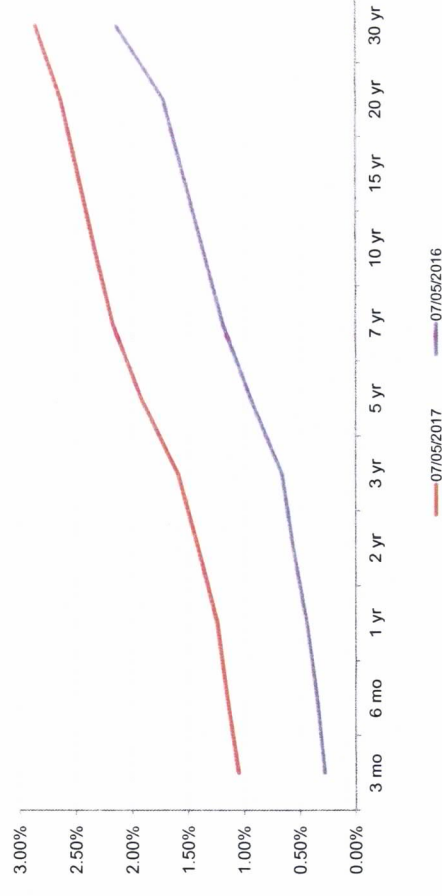
Market Overview

- The strong June payroll number (rise of 222,000) pushed treasuries down last week and lead to strong sentiment in equities and emerging markets. The treasury curve steepened with the 2-year yield 2 bps higher and the 30 year yield 9.4 bps higher. The S&P increased 0.23%, the DJIA jumped 0.60% and the NASDAQ inched 0.14%. Municipals outperformed treasuries, increasing up to 7 bps in the 2041 and 2042 maturities. This week's supply is expected to total about \$11 billion after a holiday week supply of \$275 million. Municipal mutual funds saw outflows of \$458 million for the week of July 5th after inflows of \$496 million the week prior.

Municipal GO "AAA" MMD Yield Curve Changes



U.S. Treasury Yield Curve Changes



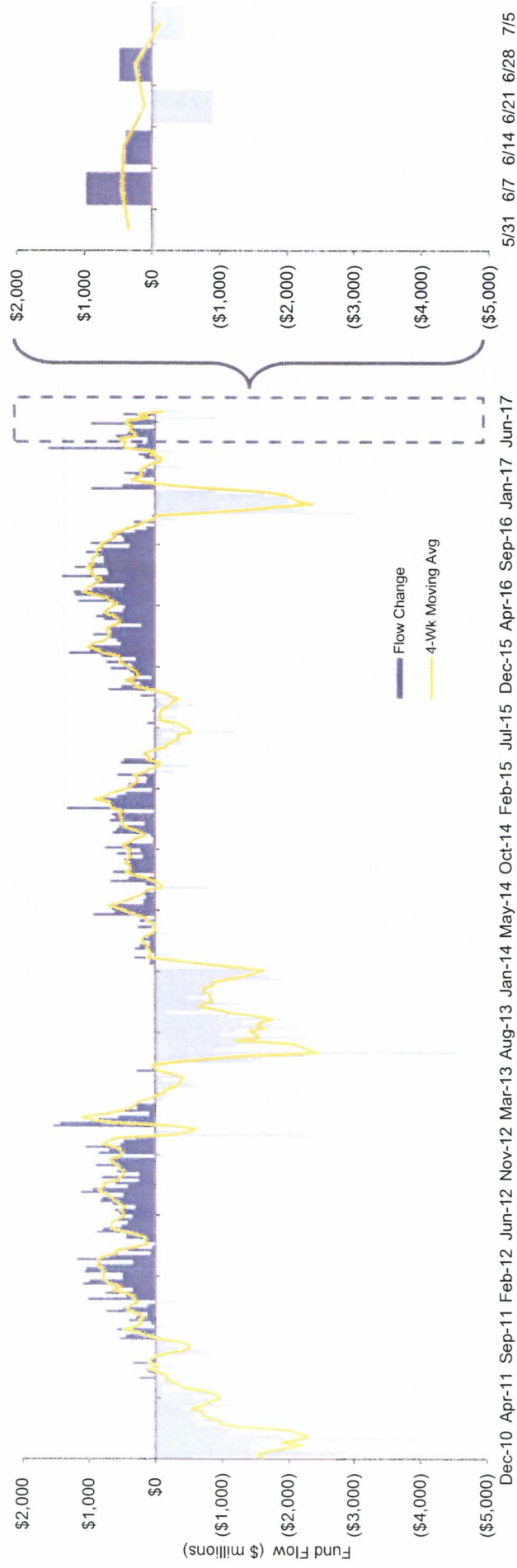
Municipal Market Fund Flows

Municipal bond funds see outflows

According to data from Lipper, for the week ended July 5th, 2017, weekly municipal bond funds reported \$458 million of outflows, down from the previous week's \$496 million of inflows

- Long-term muni bond funds also experienced outflows, losing \$305 million in the latest week, after inflows of \$347 million in the previous week
- Four week moving average is currently negative at \$114 million, down from last week's number of \$246 million

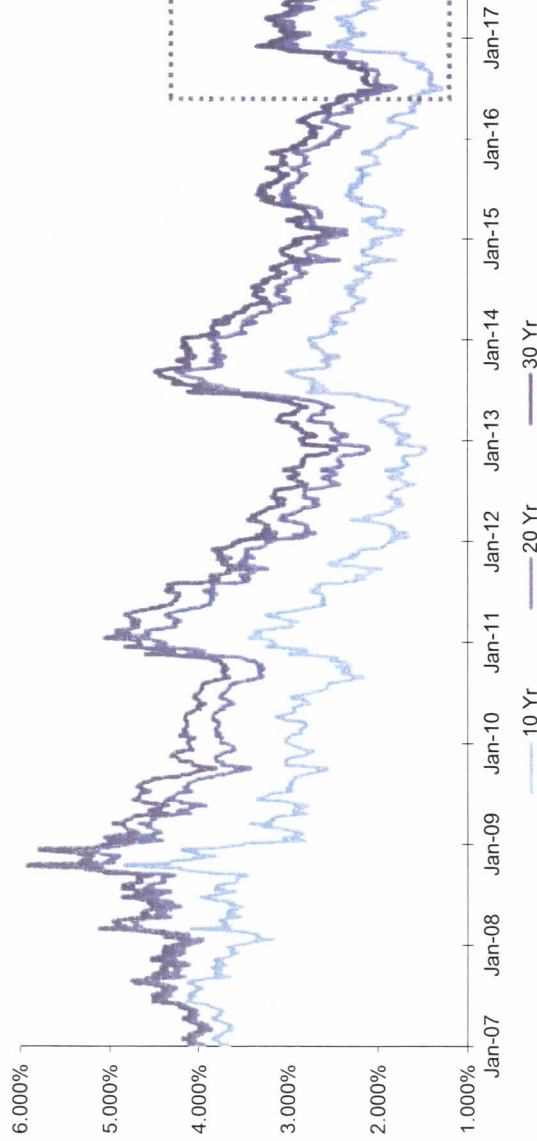
Lipper Municipal Fund Flows



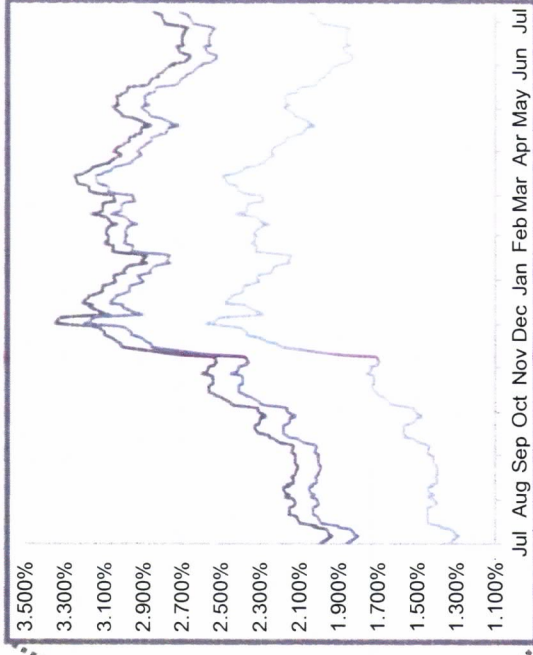
Current Municipal Market Conditions: "AAA" MMD

After closing at 2.79% the previous week, the 30-year "AAA" MMD increased by 6 bps from June 30 – July 7, closing at the current rate of 2.85%

"AAA" MMD January 1, 2007 to Present



Shift in "AAA" MMD Since July 2016



January 1, 2007 to Present

	10 Year	20 Year	30 Year
Maximum	4.860%	5.740%	5.940%
Minimum	1.290%	1.800%	1.930%
Current	2.050%	2.710%	2.850%

Shift in 30-year "AAA" MMD

	2010	2011	2012	2013	2014	2015	2016	2017
Shift	0.520%	-1.130%	-0.740%	1.330%	-1.340%	-0.010%	0.270%	0.270%

July 1, 2016 to Present

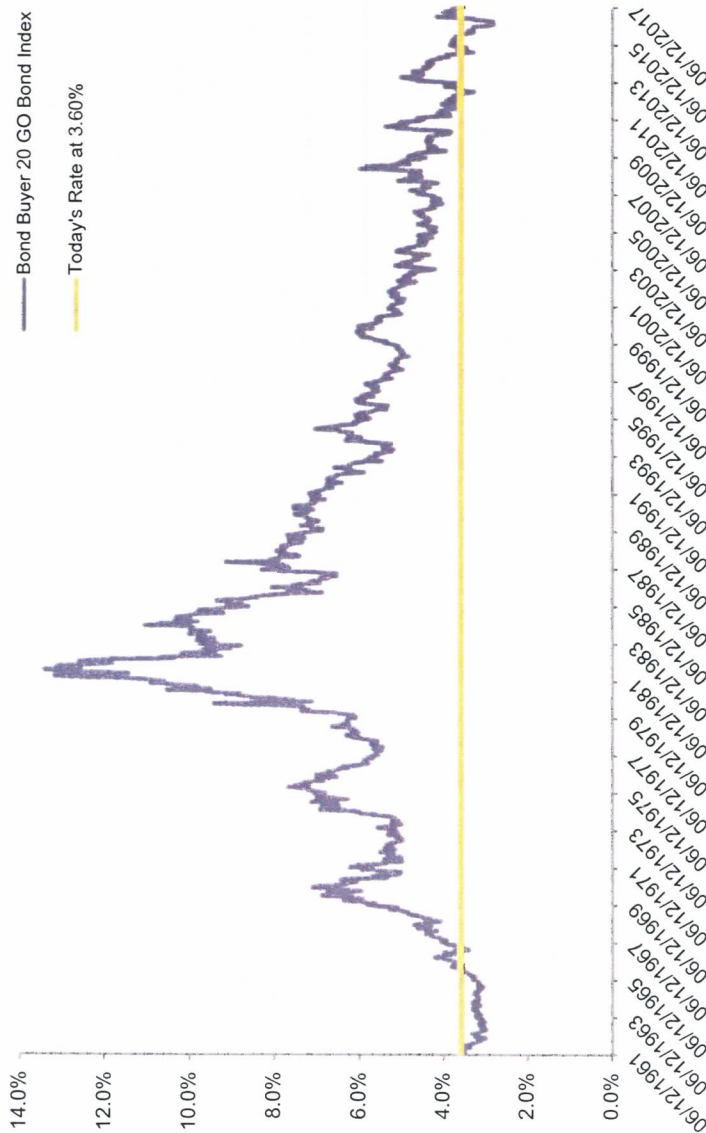
	10 Year	20 Year	30 Year
Maximum	2.580%	3.200%	3.350%
Minimum	1.290%	1.800%	1.930%
Average	1.959%	2.604%	2.734%

Source: TM3, Thomson Reuters
10, 20, and 30 year "AAA" MMD shown to represent different average lives of municipal transactions
Rates as of July 7, 2017

Bond Buyer 20 General Obligation Bond Index

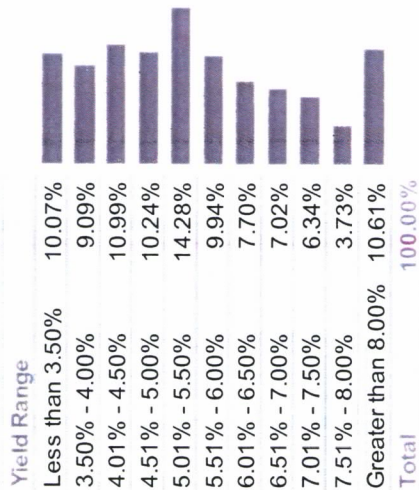
55 Year Historical Perspective

Bond Buyer 20 GO Index since January 1961



Source: Bloomberg as of July 6, 2017
Weekly yields and indexes released by the Bond Buyer. Updated every Thursday at approximately 6:00pm EST. 20 Bond General Obligation Yield with 20 year maturity, rated AA2 by Moody's Arithmetic Average of 20 bonds' yield to maturity.

% of Time in Each Range Since 1961



Today's 3.60% level is lower than 87.89% of historical rates since January 1961

REVISED III . C

EXHIBIT

3

tabbles

Henry P. Roybal
Commissioner, District 1

Anna Hansen
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Anna Hansen
Commissioner, District 4

Ed Moreno
Commissioner, District 5

Katherine Miller
County Manager

SFC CLERK RECORDED 08/09/2017

MEMORANDUM

DATE: *June 28, 2017*

TO: *Board of County Commissioners*

FROM: *Michael Kelley, Public Works Department Director*

VIA: *Katherine Miller, County Manager*

ITEM AND ISSUE: *BCC Meeting July 11, 2017*

County Utility Line Extension and Service Agreement Between Vegas Verde, LLC and Santa Fe County (Utilities Division/Sandra Ely)

SUMMARY:

This proposed Utility Line Extension and Service Agreement (Agreement) between, Vegas Verde, LLC (Developer) and Santa Fe County (County) allows for the design and construction of a water and wastewater line extensions, water service and wastewater discharge for the St. Francis South Development (Development). Upon Board of County Commissioners' acceptance (at a future date), the new water and waste water lines and associated easements will be dedicated to the County.

BACKGROUND:

The Development is a Large Scale Mixed-Use Subdivision, consisting of office and warehouse space, a 75-unit senior assisted living facility, and a skilled nursing facility. The Development will be located on 68.944 acres located in Santa Fe County, New Mexico, and further described on the Boundary Survey of Tract A on Rabbit Road West. The Development will have a total of 22 lots that Developer will build out in four phases.

The total proposed water budget for the development, including the 20% add-on required by Resolution 2006-57, is 54.8 acre-feet/year (AFY). Phases 1 and 2 of the Development will require 29.484 AFY, which also includes the additional 20% required under Resolution 2006-57.

DISCUSSION:

The Developer is proposing to design and construct tie-ins and extensions from the existing water and waste water lines service lines to the point-of-service for each structure in the Development. The proposed infrastructure improvements, including easements, will be at Developers sole expense

and will be designed and constructed to County standards. Upon completion, the Developer will offer to dedicate the water improvements and easements to the County. The dedication will not be effective until it is accepted by the Board of County Commissioners.

The Board of County Commissioners (Board) will consider whether to approve the preliminary plat for all four phases of the Development and the final plat for Phases 1 and 2, on July 11, 2017. Phases 1 and 2 consist of 4 and 8 lots, respectively. This Agreement is contingent upon the Board's approval of the final plat for Phases 1 and 2.

ACTION REQUESTED:

Approve subject County Utility Line Extension and Service Agreement between, Santa Fe County and, Vegas Verde, LLC Inc.

Attachment:

County Utility Line Extension and Service Agreement between Santa Fe County and, Vegas Verdes, LLC, Inc.

COUNTY UTILITY LINE EXTENSION AND SERVICE AGREEMENT

This Utility Line Extension and Service Agreement ("Agreement") is between Santa Fe County ("County"), a political subdivision of the State of New Mexico, Vegas Verdes, LLC ("Vegas Verdes"), a New Mexico limited liability company whose address is 2011 Botulph Rd, Santa Fe, New Mexico 87505, and FFT LLC ("FFT"), a New Mexico limited liability company whose address is P.O. Box 22865, Santa Fe, New Mexico 87502. Vegas Verdes and FFT are collectively referred to in this Agreement as "Developer." The County and Developer are collectively referred to as the "Parties."

Recitals

A. This Agreement governs the terms and conditions under which the County Utility ("Utility") will make water and wastewater service available to the St. Francis South Large Scale Mixed-Use Subdivision ("Development"). The Development will occupy approximately 65.281 acres located in Santa Fe County, New Mexico, and further described on the Boundary Survey of Tract A on Rabbit Road West ("Property"), filed as Instrument No. 1514600 in the property records of the County Clerk. The Development will have a total of 22 lots that Developer will build out in four phases.

B. Vegas Verdes and FFT own the Property as tenants in common and they collectively are the Subdivider of the Property within the meaning of the County Sustainable Land Development Code ("SLDC").

C. Through its February 11, 2014, Order in Case No. Mis 10-5361, the Board of County Commissioners ("Board") authorized Developer to proceed with a master plat of the Development. The Board will consider whether to approve the preliminary plat for all four phases of the Development and the final plats for Phases 1 and 2, on July 11, 2017. The number of lots and approximate acreage occupied by each phase is shown on Exhibit A to this Agreement.

D. The total water budget of the Development is 54.8 acre feet per year ("AFY"), inclusive of the additional 20% required under Resolution 2006-057, and is hereinafter referred to as the "Development Water Budget." The water budget for each phase ("Phase Water Budget"), inclusive of the additional 20% required under Resolution 2006-57, is as follows:

<u>Phase</u>	<u>Water Budget</u>
1	17.247 AFY
2	12.237 AFY
3	15.798 AFY
4	<u>9.518 AFY</u>
TOTAL:	54.80 AFY

E. The Santa Fe County Utility ("Utility") has agreed to provide water and

wastewater service to the Development in accordance with the terms and conditions set out in this Agreement, which shall among other things govern the dedication of any necessary utility easements, improvements, and water rights to the County and the design, construction, and approval of any water and wastewater line extensions.

F. Incorporated into and made a part of this Agreement by reference are all Utility Customer Service Policies ("Utility Policies") adopted by the County, including but not limited to those established by Resolution Nos. 2012-88, 2006-57, 2011-79, and Ordinances 1998-16, 2010-16, and 2014-11, as amended and as the same may be hereafter amended, superseded, or replaced from time to time; *provided*, however, that in the event of a conflict between Sections 1 through 5 of this Agreement and any change in the Utility Policies after execution of this Agreement, this Agreement will prevail; and *provided* further that in the event of a direct and irreconcilable conflict between this Agreement and a requirement of the SLDC in effect on January 15, 2016, and amended on December 13, 2016, the SLDC shall prevail unless this Agreement imposes a more stringent requirement, in which case this Agreement shall prevail.

G. The Utility's provision of water and wastewater service to the Development is subject to the *Memorandum of Understanding No. 2016-0080/UT/BT Between the City of Santa Fe and Santa Fe County For Wastewater and Water Service to the St. Francis South Large Scale Mixed-Use Project* ("MOU"). The MOU is incorporated into and made a part of this Agreement by reference.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the County and Developer agree as follows:

1. Water and Wastewater Line Extensions.

1.1 General. The water and wastewater extensions required under this Agreement shall be designed, engineered, constructed, installed, and tested by Developer in compliance with this Agreement, the construction plans submitted to the Administrator under the SLDC ("Construction Plans"), and the MOU to assure safe and reliable water and wastewater services to all phases of the Development. Developer shall submit Construction Plans in phases for each final plat approved by the Board. Developer shall obtain the Utility Director's ("Director") written approval of the Construction Plans prior to submitting its final Plans to the Administrator for approval. Calculations, certified by a licensed Professional Engineer licensed in the State of New Mexico, shall be required for the water and wastewater line extensions.

1.2 Developer Responsibility and Standards. Developer shall at Developer's sole expense complete all aspects of the water and wastewater line extensions in accordance with the standards and requirements, as applicable, of the American Water Works Association (AWWA), the New Mexico Standard Specifications for Public Works Construction (NMAPWA 2006 Edition or subsequent revisions), the New Mexico Environment Department, and the Utility.

1.3 Professional and Personnel Qualifications. The Developer shall assure that the

water and wastewater line extensions are designed, constructed, installed, and tested by qualified personnel and, where required by law or applicable professional codes, by New Mexico licensed professionals. A New Mexico licensed professional engineer (or engineers) shall serve as Project Engineer and perform, supervise, or oversee all work, as required by the New Mexico Engineering and Surveying Practice Act, including design, fabrication, construction, installation, and testing of the water and wastewater line extensions, and such Project Engineer (or engineers) shall certify and stamp all drawings, plans and specifications. A New Mexico licensed surveyor shall perform or supervise all construction surveying and shall certify all survey plats.

1.4 Oversight and Review. The Project Engineer shall formally submit to the Director for review and approval the designs and project specifications for the water and wastewater line extensions. The Director's approval shall not be unreasonably withheld. The Director will provide written comments to the Project Engineer. After any comments have been addressed to the Director's satisfaction, the Director shall indicate his or her approval by signing the final Construction Plans prepared by the Project Engineer in accordance with this Agreement and the SLDC. To ensure that the Utility is fully informed at all stages of the water and wastewater line extensions, the Project Engineer shall meet and confer with the Utility on a regular basis.

1.5 Cost Estimate and Financial Guaranty. The Project Engineer shall certify the cost estimate submitted to the Administrator under Section 7.22.3 of the SLDC, which shall include an itemized estimate of the cost of constructing, installing, and testing all water and wastewater line extensions, the cost of reclamation, the cost of providing final certified documentation of the as-built conditions of the water and wastewater line extensions, and such other improvement costs as the Administrator reasonably determines should be included in the estimate under the SLDC. The portion of financial guaranty provided to the Administrator that pertains to the water and wastewater line extensions under this Agreement shall be 100% of the cost estimate approved by the Director plus a 20% contingency unless the Administrator requires a 25% contingency. The Director may authorize the Project Engineer to exclude from its cost estimate the cost of constructing any portion of the water and wastewater line extensions that have been constructed, inspected, and approved in accordance with this Agreement and the SLDC before Developer submits its cost estimate to the Administrator.

1.6 Construction.

1.6.1. General. All construction shall be supervised and completed by a bonded professional contractor who possesses a current New Mexico Utility Contractor's license.

1.6.2. Commencement. Construction of the water and wastewater line extensions shall not commence until after: (i) the Administrator and Director have signed off on the final Construction Plans and approved the amount of financial guaranty; (ii) the project review and inspection fees required under Sections 6.4.3 and 6.4.4 of this Agreement have been paid; (iii) Developer has acquired any necessary utility easements and temporary construction easements; and (iv) Developer has received a development permit from the Administrator and complied with all provisions of the SLDC applicable to commencement of construction.

1.6.3. Inspections. In accordance with Section 5.10.2 of the SLDC, no segment of the water and wastewater line extensions shall be buried permanently until they have been inspected and approved by the Utility inspector. The Project Engineer shall provide the construction schedule to the Utility and notify the Director of the commencement of construction at the same time Developer notifies the Administrator under Section 5.10.2 of the SLDC.

1.6.4. Change Orders. Changes to the Construction Plans necessitated during construction by unforeseen conditions or other factors may be proposed to the Administrator by either Developer or the Director for consideration in accordance with Section 5.9.4 of the SLDC. However, no change order shall be implemented until it is reviewed and approved, in writing, by the Project Engineer and the Director.

1.6.5. Supervision. The Project Engineer shall supervise all construction.

1.6.6. Testing.

1.6.6.1. General. After the water and wastewater line extension, or portions therefore, are constructed and operational, Developer shall conduct necessary or appropriate tests using a certified testing laboratory (as applicable) to assure that the extension systems meet the requirements of this Agreement and are functioning as designed. The test results shall be issued under the seal of the Project Engineer. Tests shall be performed and reported in accordance with applicable standards and using forms approved by the Utility, where applicable, and promptly reported to the Utility. All testing results and video must be reviewed and approved by the Utility. The Utility shall have the right, in its discretion, to require additional testing that it deems reasonably necessary or reasonably advisable based on observed conditions before, during, or after construction. Developer shall be responsible for the cost of all testing, including any required additional testing.

1.6.6.2. Specific Tests. Developer shall hydro-pressure test all new water mains installed as part of the water line extension and any existing water mains that Developer modified or disturbed as part of the extension. In addition, Developer shall video inspect any gravity sewer main installed as part of the wastewater line extension.

1.6.6.3. Correction of Defects. Developer shall promptly correct to the Director's satisfaction any defects discovered in testing the water and wastewater line extensions.

1.6.7. As-Built. The Project Engineer shall provide the Director with complete, final, and certified record (as-built) drawings, along with a letter of certification stating that all line extension improvements to the County have been completed in accordance with the approved Construction Plans, specifications, and all pre-approved change orders. In addition, the following documentation shall be submitted for the water and wastewater line extensions (as applicable): disinfection results, hydrostatic pressure test results, bacteriological test result, backfill compaction densities, and concrete strength test results. All as-built data shall be provided in hard copy (24" x 36"), and on digital PDF formats, with index and cover map. The as-built copies provided to the Director are in addition to those provided to the Administrator

under Sections 5.9.5 and 7.22.11 of the SLDC.

1.6.8. Release of Financial Guaranty. After completion of all construction, inspection, testing, correction of any discovered defects, and documentation of the water and wastewater line extensions, or portions thereof, required under this Agreement, Developer may seek complete or partial release of its financial guaranty (as appropriate) from the Administrator in accordance with the SLDC.

1.6.9. Developer shall provide contemporaneous copies to the Director of all of its written communications with the Administrator regarding the water and wastewater line extensions.

2. Offsite Utility Easements; Recordation.

2.1 General. The water and wastewater line extensions shall be constructed within the rights-of-way and utility easements indicated on the final subdivision plat. To the extent that the water and wastewater line extensions must be constructed beyond the platted area, Developer shall acquire at its sole expense such offsite easements, licenses, and permits (collectively, "Offsite Utility Easements") as may be required to complete the water and wastewater line extensions required under this Agreement. The Offsite Utility Easements shall comport with SLDC, the Construction Plans, and Utility Policies, as applicable, and authorize the operation, maintenance, repair, and replacement of the water and wastewater lines extensions (as applicable) in perpetuity; *provided*, however, that the Director may approve finite terms in cases where a governmental entity does not allow perpetual terms.

2.2 Recordation. Developer shall at its expense record all Offsite Utility Easements and such other documents, grants, assignments, plats, and approvals as may be necessary or required under this Agreement or the SLDC.

3. Offers and Acceptance of Dedications; Warranties.

3.1 Dedication and Acceptance. Pursuant to the SLDC, the final subdivision plat shall include Developer's offer to dedicate the rights-of-way and utility easements containing the water and wastewater improvements. If Developer must construct any portion of the water and waste water line extension improvements within an Offsite Utility Easement, Developer shall offer to dedicate/transfer these Easements along with the water and wastewater improvements on instruments approved by the County Attorney. No offer of dedication shall be accepted by the Board unless and until the Administrator and the Director certify to the Board that all improvements comprising the water and wastewater line extensions have been constructed in accordance with the SLDC, the Construction Plans, and this Agreement and that Developer has complied with Sections 3.2 and 3.4 below.

3.2 Post-Acceptance Warranty and Warranty Bond. Commencing at the time the County accepts the offers of dedication required under this Agreement, Developer shall warrant to the County that all public water and wastewater line improvements are and shall remain free from defects in materials and workmanship for a period of one year after the date that the County

accepts the improvements. To financially guaranty the warranty, Developer shall provide a warranty bond or other financial assurance in a form approved by the County Attorney and in an amount equal to 10% of the cost estimate for construction of the water and wastewater line improvements.

3.3 End-of-Warranty Inspections; Release of Warranty Bond. Within 90 days prior to expiration of the one-year warranty under Section 3.2 above, Developer shall perform an end-of-warranty inspection of the public water and wastewater improvements and report the results to the Director. Utility staff must be present during all inspections. The Director may exercise its rights under the warranty bond if Developer fails to correct or repair any discovered defects to the Director's satisfaction within 30 days after discovering the same or within such other time as the parties may mutually agree. The warranty bond shall be released at the end of the warranty period or after the Director provides written notice to Developer stating that all warranty work to cure any discovered defects has been satisfactorily completed, whichever is last.

3.4 Title Warranty. At the time of dedication, Developer shall warrant to the County that the Offsite Utility Easements and improvements are free and clear of any mortgage, lien, or other encumbrance and that Developer is conveying good and marketable title along with sufficient rights, title, and interest to operate, maintain, and replace the dedicated improvements located in perpetuity or for such other term as the approved instrument of dedication provides.

4. Water Budget and Water Rights.

4.1 General. As a condition of water service, Developer is responsible for assuring that the Utility has sufficient water rights, either through a water rights transfer or payment of a fee in lieu of providing water rights ("In-Lieu Fee"), to support the Development Water Budget, defined in the Recitals of this Agreement. The Development Water Budget shall not be exceeded, unless: (a) the Development's increased water use complies with Utility Policies and applicable County ordinances and resolutions; (b) the Director approves the increased maximum water budget, in writing; and (c) the Developer and the County enter into an amendment of this Agreement under which the Developer shall provide either water rights or pay an additional In-Lieu Fee to support the increased use. As used in this Section 4.0, "water rights" may include contractual rights conveying a perpetual right to receive water.

4.2 In-Lieu Fee. Developer shall pay or cause to be paid an In-Lieu Fee to cover the Phase Water Budget, as shown in Recital D and Exhibit A to this Agreement, prior to recordation of the final plat for each phase of the Development. Unless the Board changes the amount of the In-Lieu Fee by adopting a generally applicable resolution or ordinance, the In-Lieu shall be calculated based on \$11,000.00 per AFY. If the Board adopts a generally applicable resolution or ordinance that changes the basis of the In-Lieu Fee prior to recordation of a final plat for a given phase or phases, Developer shall pay (or cause to be paid) the Fee on the new basis established by such resolution or ordinance.

4.3 Re-Allocation of Phase Water Budgets. At any time prior to recordation of the final plat for Phase 4, Developer may request the Director to reallocate the total Development Water Budget among the individual Phase Water Budgets; *provided*, however, that the total

Development Water Budget of 54.8 AFY may not be exceeded except in accordance with an amendment of this Agreement. Upon approval, which shall not be withheld unreasonably, the Director shall issue a letter ("Re-Allocation Letter") to Developer citing this Section of the Agreement and setting out the re-allocation of the Phase Water Budgets. If the re-allocation reduces the Phase Water Budget for a previously recorded phase or phases, thus causing an excess In-Lieu Fee payment for the previously recorded phase(s), Developer shall not be entitled to a refund. However, the excess payment shall be credited toward the amount of the In-Lieu Fee due for the next phase to be recorded. If the re-allocation increases the Phase Water Budget for a previously recorded phase or phases, thus causing an insufficient In-Lieu Fee payment for such previously recorded phase or phases, Developer shall pay the insufficiency within 30 days of the date of the Director's re-allocation letter. The Director shall identify any excess or insufficient In-Lieu Fee payment in the Re-Allocation Letter.

4.4 Failure to Obtain Final Plat Approval; Failure to Record Final Plat; Vacation of Final Plat.

4.4.1 If the Board denies Developer's application for final plat approval of Phases 1 and 2, this Agreement shall be void and of no effect. If the Board denies final plat approval for a subsequent phase, the County shall have no obligation to provide water or wastewater service to the phase denied final plat approval and all subsequent phases, if any, and the Utility Director shall reduce the Development Water Budget accordingly.

4.4.2 If Developer does not record a final plat for Phase 1 of the Development within the time required under the SLDC, including any extensions, this Agreement shall terminate. If Developer does not timely record a final plat for any subsequent phase, the County shall have no obligation to provide water or wastewater service to such vacated subsequent phase.

4.4.3 If the Board approves the vacation of the entire final plat for Phase 1 of the Development pursuant to NMSA 1978, Section 47-6-7 and Section 5.11.2 of the SLDC, this Agreement shall terminate in accordance with Section 6.5 below and the County shall have no obligation to Developer to provide water or wastewater service to the Development. Except to the extent that the Board reasonably determines that vacation should be conditioned on the County providing water service to protect public health, safety, or welfare or to avoid adversely affecting the interests of persons on contiguous land or persons within the subdivision being vacated, the County shall refund the portion of the In-Lieu Fee Developer paid for Phases 1 and 2. If the Board approves a partial vacation of the final plat for a Phase, the County shall retain the In-Lieu Fee as provided in the preceding sentence and, in addition, to the extent necessary to provide water service to the non-vacated portion of the plat. As a condition of approving an entire or partial vacation of the final plat for Phase 1, the Board may (as applicable) accept, retain, or require dedication of any easements and improvements as the Board reasonably deems necessary to avoid adversely affecting the interests of such third parties. The County shall re-convey to Developer, and Developer shall accept, any dedicated easements or improvements that the Board previously accepted but decides not to retain after plat vacation pursuant to this Section.

4.4.4 If the Board approves the vacation of the entire final plat for Phases 2, 3 or 4 of the Development pursuant to NMSA 1978, Section 47-6-7, the County shall have no obligation to Developer to provide water or wastewater service to the vacated Phase. The County shall refund the portion of the In-Lieu Fee Developer paid for the vacated phase, or portion thereof, in accordance with Section 4.4.3. The County shall also acquire, retain, or re-convey the easements and improvements associated with the vacated phase, or portion thereof, as applicable, in accordance with Section 4.4.3.

5. Developer Improvements.

5.1 Definition and Developer Responsibility. “Developer Improvements” mean those improvements and components comprising the water and wastewater line extensions that are not dedicated to the County under this Agreement. Developer shall be responsible for all costs associated with constructing all Developer Improvements to the Utility’s satisfaction in accordance with applicable laws, codes, and Utility Policies, including the service lines, valves, and any other plumbing needed to connect the meter boxes to each building constructed as part of the Development.

5.2 Cross Contamination. The Developer shall assure that there is no cross-connection between any other source of water, such as a water well, and the service lines within the Development, and shall include backflow devices where appropriate.

5.3 Inspection. Developer shall notify the Utility when the Developer Improvements are being constructed and installed. The Utility shall have the right but not the obligation to inspect the Developer Improvements for compliance with this Agreement.

6. Customer Accounts.

6.1 Application. After the County has accepted all offers of dedication required under this Agreement and all required infrastructure has been constructed and approved by the County for a given phase or phases, separate water and wastewater customer accounts shall be established for each lot. Developer or subsequent lot owners may file applications to establish such accounts. The applications shall be on forms acceptable to the Utility and shall conform to Utility Policies. All fees required under Section 6.4 below shall be paid before or at the time the application is filed. Applications shall be submitted at least sixty (60) days prior to the date of the requested service.

6.2 Water Delivery. Within 60 days after receiving a complete application for service for a given lot pursuant to Section 6.1, including all fees due, delivery of water shall commence and no further scheduling of new water deliveries shall be required; *provided*, however, that water service shall not commence until the meter has been installed.

6.3 Account Transfer. The customer account for a given lot shall be transferred to subsequent lot owners and any lessees in accordance with Utility Policies.

6.4 Additional Fees and Charges. For each separate account, the customer under the

account shall pay when due all fees and charges as required under this Agreement and Utility Policies, including the following:

6.4.1 Water Meter Installation Fee. Unless Developer has already installed the meter in accordance with this Agreement, meter installation fees for water service shall be paid in accordance with Utility Policies at the time of application is made under Section 6.1.

6.4.2 Standby Fees and Service Charges. After water service is available to the Development (*i.e.*; once the infrastructure is operational and the County has accepted the required dedications), each lot owner shall pay standby fees and service charges (*e.g.*, fire service line charges), as billed and as applicable, in accordance with Utility Policies.

6.4.3 Project Review Fee. Developer shall pay a project review fee to the County equal to 0.5% of the Project Engineer's cost at the 100% design stage for the water and wastewater line extensions pursuant to Section 1.5 above. The fee shall be paid to the County within 30 days after the Utility's approval of the 100% stage completion drawings.

6.4.4 Project Inspection Fee. The Developer shall pay an inspection fee to the County equal to 1.5% of Project Engineer's cost estimate of the water and wastewater line extensions submitted at the 100% design stage pursuant to Section 1.5 above. The fee shall be paid to the County prior to the Administrator's approval of the Construction Plans. A "true up" fee may be required if the actual final construction cost, including change orders, exceed the Project Engineer's original 100% cost estimate. Prior to acceptance any improvements offered for dedication under this Agreement, the Engineer shall submit documentation, in a form acceptable to the County, setting forth the final construction cost of such improvements.

6.4.5 Wastewater Service Charges. Developer or the individual lot owner, as applicable, shall be responsible for all wastewater service fees imposed on the County by the City that are attributable to their lot(s), including utility expansion, connection, collection, and treatment charges. All such charges shall be timely paid in accordance with Utility Policies upon being invoiced by the County, and the County shall be responsible for paying the City in accordance with the MOU; *provided*, however, that the County may require utility expansion, connection, or other one-time charges to be paid at the time the site development plan is recorded for a given lot. Unless the Board adopts or has adopted an ordinance imposing additional or higher fees, the County shall not impose any fees for wastewater service except as necessary to cover the fees imposed on the County by the City.

6.5 Termination.

6.5.1 Automatic Termination. This Agreement shall terminate automatically if the final plat for Phase 1 is not recorded within the time required under the SLDC, including any extensions, or the entire recorded final plat for Phase 1 is vacated in accordance with law.

6.5.2 Material Breach. This Agreement may be terminated for an uncured material breach. In the event of an alleged material breach, the non-breaching party shall give the other party written notice of breach, and such other party shall have 90 days thereafter to cure the

breach. If the breach is not cured within 90 days, the non-breaching party may terminate this Agreement by providing the other party written notice of termination.

6.5.3 Mutual Agreement. This Agreement may be terminated by a written agreement between the Parties.

7. Miscellaneous Provisions.

7.1 Water Wells. Developer represents that there is one abandoned water well on the Property. Developer shall not use any water well on the Property, including the known existing well, and shall not drill any new water well to serve the Development so long as water service from the Utility is available. Developer shall comply with all requirements of the State Engineer regarding the existing abandoned well on the Property.

7.2 Assignment. This Agreement shall not be assignable except to a subsequent owner or owners of the Development. The Developer shall notify the County in writing within 30 days of any assignment made under this Agreement.

7.3 Amendment. This Agreement may be amended only by a written amendment executed by and between the County and the Developer.

7.4 Indemnity. Developer shall indemnify, defend, and hold the County harmless, including its commissioners, officers, employees, contractors, and agents, from and against any and all loss, attorneys' fees, costs, claims, causes of action, and any and all other liability relating to or arising out of Developer's alleged tortious acts or omissions, including the alleged tortious acts or omissions of Developer's officers, employees, contractors, or agents.

7.5 Insurance. From the commencement of the water and wastewater line extensions until the term of the warranty under Section 3.2 of the Agreement expires, Developer shall maintain a general liability insurance policy that, at a minimum, covers bodily injury and property damage arising out of or relating to the extensions. The policy shall have a liability limit in the amount of not less than \$1,000,000 per occurrence and name the County as an additional insured. The Developer shall provide proof of such general liability insurance acceptable to the County.

7.6 Effective Date. This Agreement shall become effective, if ever, upon the Board's entry of an order approving the final plat for Phase 1 of the Development.

7.7 Survival. The obligations of the Parties under this Agreement that the Parties have expressly agreed shall survive termination of this Agreement, or that, by their nature, would continue beyond termination of this Agreement, shall survive the termination of this Agreement. Without limiting the generality of the foregoing, the Parties intend that the Sections 7.4 and 7.5 shall survive termination of this Agreement.

7.8 Appropriations. The County's obligation to expend money under this Agreement, if any, are contingent upon sufficient appropriations being made by the Board, and the County is

not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure.

7.9 Integration. This Agreement sets out the complete Agreement between the County and Developer regarding the Utility's provision of water and wastewater service to the Development, and all prior agreements and understandings between the County and Developer, whether written or oral, are incorporated into or superseded by this Agreement; *provided*, however, that the Parties do not intend to merge into this Agreement or modify any prior written agreements that may exist between the Parties' predecessors in interest concerning the Development or the Property. Nothing in this Agreement shall be deemed an admission regarding the applicability of any such prior agreements, nor do the Parties waive any defense or interpretation they may have regarding such prior agreements. All such prior agreements speak for themselves.

7.10 Limitation on County Liability. As a political subdivision of the State of New Mexico, any potential liability of the County under this Agreement is limited by state law, including the Bateman Act, NMSA 1978, Section 6-6-11, Article IX, Section 10 [County indebtedness] of the New Mexico Constitution, the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-30, the Anti-Donation Clause of the New Mexico Constitution, N.M. Const. Article IX, Section 14, and NMSA 1978, Section 37-1-23. The County's obligation under this Agreement to make future expenditures of money, if any, shall be absolutely contingent on the Board in its sole discretion appropriating sufficient funds to cover such future expenditures.

7.11 Binding Effect. This Agreement shall be binding on and inure to the benefit of any subsequent owner(s) of the Development and any successor or assignee of the Utility.

7.12 Venue and Applicable Law. In the event of any dispute between the parties regarding this Agreement, the exclusive venue shall be New Mexico State District Court, First Judicial District, Santa Fe County, New Mexico. The laws of the State of New Mexico shall govern this Agreement.

7.13 No Third-Party Beneficiaries. This Agreement may only be relied upon and enforced by the County and the Developer. There are no third-party beneficiaries to this Agreement.

7.14 Incorporation of Recitals. The Recitals set out above are hereby incorporated into and made a part of this Agreement by reference.

7.15 No Waiver. The Utility's or Developer's failure or delay in exercising any right, power or privilege under this Agreement shall not operate as a waiver; nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof.

7.16 Duplicate Originals. This Agreement shall be executed in duplicate originals.

7.17 Compliance with Law. Developer shall assure that it, including its employees,

contractors and agents, complies with all applicable federal, state, and local laws, regulations, and ordinances in performing this Agreement. Nothing in this Agreement relieves Developer of its duty to comply with all such applicable law, including the SLDC.

7.18 Notice. - Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier or by U.S. mail, either first class or certified, return receipt requested, postage prepaid as follow:

To the Utility: Santa Fe County Public Works
Utility Division
Attn: Utility Director
424 NM SR 599 Frontage Rd,
Santa Fe, NM 87507

To the Developer: Vegas Verdes, LLC.
Attn: David Gurule
PO Box 228665
Santa Fe, NM 87505

With a copy to: JenkinsGavin, Inc.
Attn: Jennifer Jenkins
130 Grant Avenue, Suite 101
Santa Fe NM 87501
Jennifer@jenkinsgavin.com

7.19 Counterparts. The Parties may execute this Agreement in counterparts.

SANTA FE COUNTY

By: _____
Henry P. Roybal, Chair
Board of County Commissioners

Date: _____

ATTESTATION:

Geraldine Salazar
County Clerk

Date: _____

Approved as to form:

Gregory S. Shaffer
Santa Fe County Attorney

Date: _____

APPROVED:

Don D. Moya
Santa Fe County Finance Director

Date: _____

VEGAS VERDE, LLC

By: _____
Name:
Title:

Date: _____

FFT LLC

By: _____
Name:
Title:

Date: _____

[Acknowledgments on following page]

STATE OF NEW MEXICO)
)ss
COUNTY OF SANTA FE)

The foregoing County Utility Line Extension and Service Agreement was acknowledged before me on this ___ day of _____ 2017, by _____, as _____ of Vegas Verde, LLC, for and on behalf of said corporation.

Notary Public

My commission expires: _____

STATE OF NEW MEXICO)
)ss
COUNTY OF SANTA FE)

The foregoing County Utility Line Extension and Service Agreement was acknowledged before me on this ___ day of _____ 2017, by _____, as _____ of FFT LLC, for and on behalf of said corporation.

Notary Public

My commission expires: _____



SFC CLERK RECORDED 08/09/2017

Henry P. Roybal
Commissioner, District 1

Anna Hansen
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3

Joe Loewy
Housing Board Member



Joseph R. Montoya
Executive Director

Anna T. Hamilton
Commissioner, District 4

Ed Moreno
Commissioner, District 5

Katherine Miller
County Manager

Cathy Hurtado
Resident Board Member

Date: June 29th 2017

To: Santa Fe County Commission

From: Joseph Montoya, Executive Director Santa Fe County Housing Authority

Via: Katherine Miller, County Manager

Item and Issue: Request the formal signing of the Memorandum of Understanding between the Santa Fe County Housing Authority, The Santa Fe Association of Realtors, Inc. and the Santa Fe Community Housing Trust.

Summary: The Santa Fe County Housing Authority Executive Director is seeking the approval of the Santa Fe County Commission to formally sign into a MOU with the Santa Fe Association of Realtors and the Santa Fe Community Housing Trust to work cooperatively in creating a homeless to home owners veterans program. The Santa Fe County Housing Authority board approved this MOU at their May 30th meeting.

Background: The Santa Fe County Housing Authority is using existing resources such as our HUD-VASH voucher program and our Family self sufficiency program wish to work closely with the Santa Fe Community Housing Trust who operates a Home buyer training program and the Santa Fe Association of Realtors who will provide capital toward such things as closing costs, inspections, appraisals and minor repairs. We believe such a program can act as an inspiration to many who are currently struggling with obtaining housing opportunities. This is extremely cost effective for the County housing Authority in that it does not cost us any more than our current budget allows. Working with other organizations allows us to expand the scope and depth of services to our most needy and deserving of our citizens.

Action Requested: Request the formal signing of the MOU.

Henry P. Roybal
Commissioner, District 1

Anna Hansen
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3

Joe Loewy
Housing Board Member



Joseph R. Montoya
Executive Director

Anna T. Hamilton
Commissioner, District 4

Ed Moreno
Commissioner, District 5

Katherine Miller
County Manager

Cathy Hurtado
Resident Board Member

Date: March 21st, 2017
To: Santa Fe County Housing Authority Board
From: Joseph Montoya, Executive Director Santa Fe County Housing Authority
Via: Katherine Miller, County Manager

Item and Issue: Request approval of the Memorandum of Understanding between the Santa Fe County Housing Authority, The Santa Fe Association of Realtors, Inc. and the Santa Fe Community Housing Trust.

Summary: The Santa Fe County Housing Authority Executive Director is seeking the approval of the Board of the Santa Fe County Housing Authority to enter into a MOU with the Santa Fe Association of Realtors and the Santa Fe Community Housing Trust to work cooperatively in creating a homeless to home owners veterans program.

Background: The Santa Fe County Housing Authority is using existing resources such as our HUD-VASH voucher program and our Family self sufficiency program wish to work closely with the Santa Fe Community Housing Trust who operates a Home buyer training program and the Santa Fe Association of Realtors who will provide capital toward such things as closing costs, inspections, appraisals and minor repairs. We believe such a program can act as an inspiration to many who are currently struggling with obtaining housing opportunities. This is extremely cost effective for the County housing Authority in that it does not cost us any more than our current budget allows. Working with other organizations allows us to expand the scope and depth of services to our most needy and deserving of our citizens.

Action Requested: Request approval of the MOU and arrangement of a signing ceremony.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is between the Santa Fe County Housing Authority ("the Authority"), the Santa Fe Association of Realtors, Inc. ("the Association"), and the Santa Fe Community Housing Trust ("the Housing Trust").

RECITALS

A. The Authority is a public housing agency responsible for administering various programs of the United States Department of Housing and Urban Development ("HUD"), including the program known as Housing and Urban Development—Veteran Administration Supported Housing ("HUD-VASH").

B. HUD-VASH is a collaborative program between HUD and VA that combines HUD housing choice vouchers with VA supportive services to help homeless Veterans and their families find and sustain permanent housing.

C. The Authority also participates in HUD's Housing Choice Voucher Homeownership Program, which allows qualified applicants to apply their voucher entitlement towards the purchase of a home.

D. The Association is a New Mexico nonprofit corporation that seeks to enhance its members' ability to conduct their businesses successfully and with professional competency. To the extent of its available funding, the Association desires to help homeless Veterans pay certain closing costs associated with purchasing a home.

E. The Housing Trust is a New Mexico nonprofit corporation that assists residents of northern New Mexico to gain access to affordable housing.

F. The Authority, the Association, and the Housing Trust (collectively, "Parties") desire to work collaboratively within their respective areas of expertise towards the goal of assisting homeless Veterans in Santa Fe County ("County") purchase affordable housing.

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

A. Goals and Objectives.

The Parties will work cooperatively in assisting eligible homeless Veterans in achieving home ownership. As used in this MOU, "eligible homeless Veterans" means Veterans who qualify for HUD-VASH and Homeownership assistance under applicable federal regulations, as determined by the Authority; "homeless" is defined in accordance with 42 U.S.C. Section 11302.

B. Responsibilities.

The Parties will, to the extent of their funding and other available resources, perform the following duties:

2017-0272-HA/DD

1. The Authority will determine whether Veterans qualify for assistance under the HUD-VASH and Homeownership Programs and provide eligible homeless Veterans and their families with self-sufficiency training and other appropriate education. The Authority will implement the HUD-VASH and Homeownership Program in accordance with its internal policies and applicable federal regulations.

2. The Housing Trust will provide eligible homeless Veterans with homebuyer training and counselling and assist them if obtaining VA certification and qualifying for a VA loan product.

3. Subject to available funding, the Association will provide funding for closing costs, appraisals, inspections, title work, Utility deposits, minor repairs, and appliances to eligible homeless Veterans; *provided*, however, that the total contribution to any individual will not exceed \$4,500.00.

4. In carrying out their respective duties under this MOU, each Party is responsible for complying with applicable law, including federal and state fair housing and anti-discrimination laws.

C. Termination

Any Party may terminate this MOU for any reason by mailing a notice of termination to the other Parties. This MOU shall terminate 15 days after the mailing of such notice. Until terminated earlier, this MOU shall terminate on June 30, 2018.

D. Liability

No Party shall be liable for the acts or omissions of any other Party under this MOU. In addition, as to the Authority and the County, nothing in this MOU waives immunities and limitations provided to governmental entities under state law, including but not limited to the Batement Act, NMSA 1978, Section 6-6-11, the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-30, and the New Mexico Constitution, including article 9, sections 10 and 14.

E. Appropriations

The Authority's performance of this MOU is contingent on sufficient appropriations by the Board of County Commissioners and the continued availability of HUD funding.

F. Third Party Beneficiaries.

Only the Parties may enforce this MOU. In that strict legal sense, there are no third-party beneficiaries to this MOU.

G. Notices

Unless otherwise indicated by the Parties, notices and other submittals required under this MOU shall be mailed by first class mail, as follows:

TO THE AUTHORITY: Joseph R Montoya
Acting Executive Director
52 Camino de Jacobo
Santa Fe, NM 87507

TO THE HOUSING TRUST: Sharron Welsh
Executive Director
1111 Agua Fria St
Santa FE NM 87501

TO THE ASSOCIATION: Paco Anguelo
Chief Executive Director
510 n. Guadalupe Street
Suite E Santa Fe New Mexico

H. Scope.

This MOU incorporates all the agreements, covenants, and understandings between the Parties concerning the subject matter of this MOU.

I. Applicable Law and Venue.

This MOU shall not be governed by the laws of New Mexico. If any litigation arises between the Parties concerning this MOU, the First Judicial District, Santa Fe County, New Mexico, shall be the exclusive venue.

J. Amendments.

This MOU shall not be amended except in accordance with a written amendment executed by the Parties.

SANTA FE COUNTY HOUSING AUTHORITY:

By: _____
Henry P. Roybal, Chair
Santa Fe County Housing Authority Board

Date: _____

2017-0272-HA/DD

Attestation:

Geraldine Salazar, Santa Fe County Clerk

Date: _____

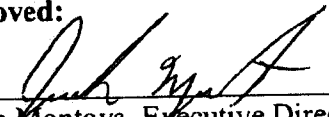
Approved as to form:


Gregory S. Shaffer, Santa Fe County Attorney

Date: 4-12-17

Reviewed and Approved
for SIGNATURE
Don Moye  Date 4-14-17
SFC Finance

Approved:


Joseph Montoya, Executive Director
Santa Fe County Housing Authority

Date: 4-21-17

SANTA FE COMMUNITY HOUSING TRUST

By: _____
Sharron Welsh, Executive Director

Date: _____

NEW MEXICO ASSOCIATION OF REALTORS

By: _____
Paco Anguelo
Chief Executive Director

Date: _____

REVISED

III

EXHIBIT

5

SFC CLERK RECORDED 08/09/2017

Henry P. Roybal
Commissioner, District 1

Anna Hansen
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Anna T. Hamilton
Commissioner, District 4

Ed Moreno
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

DATE: July 6, 2017

TO: Board of County Commissioners

VIA: Katherine Miller, County Manager

FROM: Sandra Ely, Aamodt Project Manager

ITEM AND ISSUE: BCC Meeting July 11, 2017
In-Lieu Fee Agreement Regarding Water Service to Legacy at Santa Fe. (Public Works Department/Sandra Ely)

BACKGROUND:

PPSL Legacy at Santa Fe, LLC (PPSL) owns Lot 237 of Aldea de Santa Fe Subdivision and is constructing an 84-bed senior assisted living facility (Senior Center) on Lot 237 which is projected to open around November 2017. The Senior Center will require water service from the County Utility in the total amount of 9.67 acre-feet per year (AFY), inclusive of the additional 20% required under the Water Service Policy. The Senior Center is connected to the County Utility water delivery system and a water service account has been established.

DISCUSSION:

The In-Lieu Fee Agreement (Agreement) will enable PPSL to pay a fee in lieu of providing 9.67 AFY of water rights to the County for the Senior Center. Pursuant to the County Utility Line Extension and Water Service Policy adopted under Resolution No. 2006-57, water service customers of the County Utility may, at the discretion of the County, pay a fee in lieu of providing water rights in an amount equal to their actual water demand plus 20%. Under the Agreement PPSL would pay the County a total In-Lieu Fee of \$106,370.00 (based on a price of \$11,000.00 per AFY), in 13 installments.

ACTION REQUESTED:

Approve subject In-Lieu Fee Agreement Regarding Water Service to Legacy at Santa Fe between PPSL and Santa Fe County.

Attachment:

In-Lieu Fee Agreement Regarding Water Service to Legacy at Santa Fe

**IN-LIEU FEE AGREEMENT REGARDING
WATER SERVICE BETWEEN SANTA FE COUNTY AND PPSL LEGACY AT SANTA
FE, LLC**

This In-Lieu Fee Agreement Regarding Water Service to Legacy at Santa Fe ("Agreement") is between **PPSL Legacy at Santa Fe, LLC** ("PPSL"), a Texas limited liability company, whose address is 675 Bering Drive, Suite 550, Houston, Texas 77057, and **Santa Fe County** ("County").

RECITALS

A. PPSL owns Lot 237 of Aldea de Santa Fe Subdivision ("Aldea Subdivision" or "Aldea"), Phase 1A, as shown by that certain boundary survey filed on December 23, 2015, as Instrument No. 1782542 in the records of the County Clerk.

B. PPSL is constructing an 84-bed (more or less) senior assisted living facility on Lot 237 ("Project"), which is projected to open in or around November 2017.

C. On July 16, 2015, the County Development Review Committee ("CDRC") entered an Order in Case No. DP 15-5090 ("CDRC Order") conditionally approving the Preliminary and Final Development Plan for the Project. The CDRC Order was filed on July 17, 2015, as Instrument No. 1769772 in the records of the County Clerk. The County Utility will provide water service to the Project.

D. Pursuant to the County Utility Line Extension and Water Service Policy adopted under Resolution No. 2006-57, water service customers of the County Utility must normally provide water rights to the County or, at the discretion of the County, pay a fee in lieu of providing water rights ("In-Lieu Fee") in an amount equal to their actual water demand plus 20%. Under the current policy of the County Utility, the In-Lieu Fee is generally restricted to customers having a water budget of less than or equal to one AFY.

E. On May 19, 2008, the City of Santa Fe ("City") and the County entered into the *Settlement Agreement and Mutual Release of Claims* ("Settlement Agreement") to resolve certain lawsuits and general issues concerning annexation. The Settlement Agreement established the "Presumptive City Limits" for a twenty-year period and the coincident service areas of the City and County Utilities.

F. Under the Settlement Agreement, City Utility customers located outside the Presumptive City Limits were transferred to the County; and County Utility Customers located within the Presumptive City Limits were transferred to the City.

G. The Aldea Subdivision was one of the City Utility customers that the City transferred to the County Utility under the Settlement Agreement.

H. On May 8, 2013, the County and the City entered into the *Agreement Regarding Water, Wastewater and Solid Waste Required by the Settlement Agreement and Mutual Release of*

Claims (“2013 Agreement”). Article V(B) of the 2013 Agreement creates a possible exception to the requirement under County Resolution 2006-57 regarding the provision of water rights. It provides:

If either party [i.e., the City or the County] assumes a water delivery obligation that the party has met with water rights owned by the party as opposed to water rights supplied by a customer or developer, no water rights shall be transferred to the other party and the party making deliveries subsequent to transfer shall be responsible for providing water rights to support the subsequent deliveries.

I. The City Toilet Retrofit Program was in effect at the time Aldea was a City Customer. Under this Program, each inefficient toilet within the City that a developer replaced with a high efficiency toilet was worth one Toilet Retrofit Credit (“TRC”), and each TRC was equivalent to 0.025 AFY in water rights. While the Program existed, Developers could provide TRCs to the City in lieu of providing water rights for all or part of their water budget.

J. Pursuant to Article V(B) of the 2013 Agreement, the County does not require new water customers transferred from the City under the Settlement Agreement to provide water rights to the County if (and to the extent that) they demonstrate that they provided TRCs to the City to meet their water budget.

K. Prior to being transferred to the County Utility, the Aldea developer had acquired but had not yet provided to the City the TRCs to offset its obligation to provide water rights to the City.

L. In a September 21, 2007, letter from Marcos D. Martinez, Assistant City Attorney, to Arthur Fields (“Martinez Letter”), the City approved a “Re-allocation of Water Budget for Aldea de Santa Fe.” The County and PPSL (collectively, “Parties”), both acting in good faith, mutually misinterpreted the Martinez Letter to mean that the developer of the Aldea Subdivision had actually provided the TRCs to the City in an amount sufficient to cover the Project’s water budget.

M. The Parties now understand and agree that the Aldea developer did not provide TRCs or water rights to the City to cover any part of the Project’s water budget, because Aldea as a water customer was transferred to the County in accordance with the Settlement Agreement before the City had issued a building permit for the Project. Accordingly, pursuant to County Resolution No. 2006-57, PPSL must provide water rights to the County or, at the County’s discretion, pay an In-Lieu Fee.

N. Given the unique and complicated background, as well as the mutual mistake of the Parties regarding the meaning of the Martinez Letter, this Agreement allows PPSL to pay an In-Lieu Fee to the County in 13 installments.

NOW, THEREFORE, in consideration of the Recitals above and other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

1. Water Budget. The Project's total water budget is 9.67 AFY, which represents the actual Project water demand of 8.06 AFY plus 20% in accordance with County Resolution 2006-No. 57. The Project's onsite water use shall not exceed 8.06 AFY.

2. In-Lieu Fee. As a condition of water service, PPSL shall pay the County a total In-Lieu Fee of \$106,370.00 (based on a price of \$11,000.00 per AFY for the total water budget of 9.67 afy). PPSL shall pay the In-Lieu Fee in 13 installments, as follows:

- a. PPSL shall pay the County \$10,000.00 upon execution of this Agreement; and
- b. Beginning on November 1, 2017, PPSL shall pay the County a monthly installment equal to \$8,031.00 on the first of each and every month through September 1, 2018; and
- c. PPSL shall pay a final monthly installment to the County of \$8,029.00 on October 1, 2018.

3. Payment Instructions. The County shall mail an invoice for payment by the 20th of each month prior to the payment due date; *provided*, however, that PPSL's payment obligation under this Agreement shall not be contingent on such invoicing. PPSL shall make the payments required under this Agreement by either mailing or hand delivering a check to the Public Works Department at the address provided below. Checks shall be made out to Santa Fe County Utilities.

4. Interest on Late Payments. Payments shall be considered late if not made by the 7th of the month. Late payments shall bear interest of 1.5% per month on the total balance in arrears.

5. Compliance with Other County Requirements. All County ordinances, resolutions, and policies concerning water service from the County Utility shall apply to the Project, including the requirement to pay all fees and charges applicable to the commencement and continuation of County water service. However, in consideration of PPSL's payment of the In-Lieu Fee under this Agreement, the County Utility shall not charge a connection fee as a condition of commencing water service to the Project.

6. Notices. Notices required under this Agreement shall be provided by first class mail as follows:

To the County: Santa Fe County Utility Director
Public Works Department
PO Box 276
424 NM 599 Frontage Road
Santa Fe, New Mexico 87504-276

To PPSL: PPSL Legacy at Santa Fe, LLC
David Toone
675 Bering, Ste. 550
Houston TX 77057

With a copy to:
Kyle Harwood
123 West San Francisco St, 2nd Floor
Santa Fe, NM 87501
With a copy to: kyle@egolflaw.com

A Party may change its address of record under this Agreement by mailing notice of the new address to the other party by first class mail.

7. No Waiver. The failure of the County to enforce any requirement of this Agreement or to exercise any option it has under this Agreement shall not constitute a waiver of the County's right to do so.

8. Integration. This Agreement constitutes the entire agreement and understanding between the County and PPSL concerning the requirement to pay the In-Lieu Fee for the Project. This Agreement supersedes any and all prior agreements and understandings, oral or written, relating to such In-Lieu Fee.

9. Neutral Construction. The Parties fairly and fully negotiated the terms of this Agreement and both were represented by counsel. If a court deems any provision of this Agreement ambiguous, such ambiguity shall not be construed against either Party and shall be construed neutrally so as to carry out the intent of the Parties.

10. Limitation on County Liability. As a political subdivision of the State of New Mexico, any potential liability of the County is limited by state law, including the Batement Act, NMSA 1978, Section 6-6-11, the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-30, the Anti-Debt and Anti-Donation Clauses of the New Mexico Constitution, N.M. Const. article 9, sections 10 and 14, and NMSA 1978, Section 37-1-23.

11. Successors. This Agreement shall bind and inure to the benefit of the Parties' successors, assigns, and heirs.

12. Captions. Section headings in this Agreement are used solely for convenience, and shall be disregarded in the construction of this Agreement.

13. Amendment. This Agreement shall not be altered, changed or amended except by an instrument executed by the County and PPSL.

14. Applicable Law and Venue. This Agreement shall be governed by the laws of the State of New Mexico. If a conflict arises between the Parties concerning this Agreement, the New Mexico State Court, First Judicial District, in Santa Fe County shall be the exclusive venue.

15. Attorney's Fees. If the County prevails in an action to enforce this Agreement, it shall be entitled to its costs and reasonable attorney's fees.

16. Counterparts. This Agreement may be executed in counterparts.

SANTA FE COUNTY

By: _____
Henry P. Roybal, Chair

Date: _____

ATTEST:

Geraldine Salazar, Santa Fe County Clerk

Date: _____

APPROVED AS TO FORM:

Gregory S. Shaffer, Santa Fe County Attorney

Date: _____

[PPSL Legacy at Santa Fe, LLC Signature and Acknowledgement on Next Page]

PPSL LEGACY AT SANTA FE, LLC

By: _____

Date: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

State of New Mexico)

) SS

County of Santa Fe)

The forgoing instrument was acknowledged before me on _____ (date)
_____, as _____ (title) of **PPSL Legacy at Santa Fe, LLC.**

Notarial Officer

(Seal, if any)

My commission expires: _____



Santa Fe County **Employee Picnic**

*At Romero Park (formerly Agua Fria Park)
2100 Caja del Oro Grant Rd., Santa Fe, NM*

Friday July 14th
12pm – 4pm

Catering by Dion's



3 on 3 Basketball
Volleyball
Horseshoes
...and much more!!

Hosted by the Employee Benefits Committee

SAVE THE DATE: AUGUST 5TH, 2017



Grand Opening

Northern Rio Grande National Heritage Area

Join us at the Heritage Center (formerly the Oñate Visitor Center) for a day of events, music, dance, art, education, and food as we celebrate the Northern Rio Grande National Heritage Area covering Taos, Santa Fe, and Rio Arriba counties.

What: Grand Opening & Rededication

When: August 5th, 2017, All Day

Where: 848 State Road 68, Alcalde, NM

Other: This event is still in its planning stage, call ahead for more info: 505.852.0030

www.RioGrandeNHA.org

https://www.instagram.com/nrg_nha/

Note: Projects are listed in alphabetical order per project type

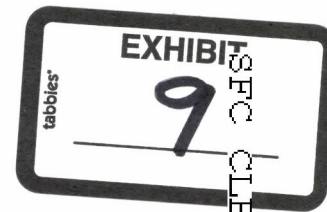
Project Title	Category	2019	2020	2021	2022	2023	Estimated Total Project Cost	2017 Community Request	2016 Priority	Community Dist
Acquire, design, construct and equip Northern Santa Fe County	Community Facilities	\$ 500,000	\$ 1,500,000	\$ 1,500,000		\$ -	\$ 3,500,000			1
Design, construct and equip improvements to the Marcos P. Trujillo Teen Center in Arroyo Seco in Santa Fe County	Community Facilities	\$ 250,000	\$ -	\$ -	\$ -	\$ -	\$ 250,000			1
La Cienega Community Center Land Acquisitions	Community Facilities	\$ -	\$ -	\$ 500,000	\$ -	\$ -	\$ 500,000			3
Acquire, Design and Construct a Public Parking Lot and a Community Center in the Town of Madrid	Community Facilities	\$ -	\$ -	\$ -	\$ 175,000	\$ 2,500,000	\$ 2,675,000			3
Stanley Cyclone Center Future Phase Improvements	Community Facilities	\$ 1,500,000	\$ 500,000	\$ 500,000	\$ -	\$ -	\$ 2,500,000			3
Pojoaque Station 2 Jaccona/El Rancho - New	Fire	\$ 1,200,000	\$ -	\$ -	\$ -	\$ -	\$ 1,200,000			1
La Puebla Station 1 - Addition	Fire	\$ 1,600,000	\$ -	\$ -	\$ -	\$ -	\$ 1,600,000			1
Chimayo Main - Addition	Fire	\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ 300,000			1
Agua Fria - La Tierra - Addition	Fire	\$ 250,000	\$ -	\$ -	\$ -	\$ -	\$ 250,000			2
Turquoise Trail Station 3 Cerrillos - New	Fire	\$ 1,200,000	\$ -	\$ -	\$ -	\$ -	\$ 1,200,000			3
Hondo Fire Station 2 - Addition	Fire	\$ 460,000	\$ -	\$ -	\$ -	\$ -	\$ 460,000			4
Eldorado Main - Addition	Fire	\$ 250,000	\$ -	\$ -	\$ -	\$ -	\$ 250,000			5
Avenida Vista Grande bridge rehabilitation	Highways/Roads/Streets/Bridges	\$ -	\$ 350,000	\$ -	\$ -	\$ -	\$ 350,000	X		5
Plan, design, and construct all weather crossing on CR 106	Highways/Roads/Streets/Bridges	\$ 20,000	\$ 130,000	\$ -	\$ -	\$ -	\$ 150,000	X		1
Plan, design, and construct all weather crossing on CR 57 at Waldo Canyon.	Highways/Roads/Streets/Bridges	\$ -	\$ -	\$ -	\$ 150,000	\$ -	\$ 150,000	X		3
Design, construct and install pre-manufactured bridges and abutments on Rio Arriba County Roads 94, 97, and 99 located in Chimayo, in Rio Arriba and Santa Fe Counties.	Highways/Roads/Streets/Bridges	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ 50,000			1
Improve Richards Avenue Bike Lanes	Highways/Roads/Streets/Bridges	\$ -	\$ -	\$ -	\$ 500,000	\$ -	\$ 500,000			2
All-Weather Crossing at San Isidro for bicyclists and pedestrians	Highways/Roads/Streets/Bridges	\$ -	\$ -	\$ -	\$ 500,000	\$ -	\$ 500,000			2
Sidewalks on Lopez Lane	Highways/Roads/Streets/Bridges	\$ -	\$ -	\$ -	\$ 500,000	\$ -	\$ 500,000			2
Henry Lynch Road Upgrades	Highways/Roads/Streets/Bridges	\$ 150,000	\$ 100,000	\$ 150,000	\$ 100,000	\$ 100,000	\$ 600,000			2
Lopez Lane Upgrades	Highways/Roads/Streets/Bridges	\$ 150,000	\$ 100,000	\$ 250,000	\$ 500,000	\$ 100,000	\$ 1,100,000			2
Calle Debra Bridge	Highways/Roads/Streets/Bridges	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000			3
Conduct a road alignment study, plan, design, acquire land and construct intersection improvements Goldmine Road (CR55)	Highways/Roads/Streets/Bridges	\$ 75,000	\$ -	\$ -	\$ -	\$ -	\$ 75,000			3
CR51 Galisteo River All Weather Crossing	Highways/Roads/Streets/Bridges	\$ -	\$ -	\$ -	\$ 700,000	\$ -	\$ 700,000			3
Road and Trail Improvements in Eldorado	Highways/Roads/Streets/Bridges	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 1,250,000			5
SF County Public Housing Sites Upgrades	Housing-Related Cap Infra	\$ 500,000	\$ 550,000	\$ 550,000	\$ 500,000	\$ 500,000	\$ 2,600,000			CW
Section 16 Playground and soccer fileds in Edgewood	Public Parks (local)	\$ -	\$ -	\$ -	\$ -	\$ 50,000	\$ 50,000	X		3
Acquire Wildlife West Nature Park in Edgewood	Public Parks (local)	\$ -	\$ -	\$ -	\$ -	\$ 500,000	\$ 500,000	X		3
Plan, design and construct Phase 3 at Romero Park	Public Parks (local)	\$ -	\$ -	\$ -	\$ -	\$ 2,250,000	\$ 2,250,000	X		2
Plan, design and construct pedestrian bridge from Agua Fria to north side of Santa Fe River	Public Parks (local)	\$ -	\$ -	\$ 300,000	\$ -	\$ -	\$ 300,000	X		2
Design and construct improvements to the La Puebla Special Recreation Management Area located on BLM property in La SF River Greenway, Siler to San Isidro Crossing	Public Parks (local)	\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ 25,000			1
SF River Greenway, Siler to San Isidro Crossing	Public Parks (local)	\$ 2,000,000	\$ -	\$ -	\$ 4,580,000	\$ -	\$ 6,580,000			2

M.A.1

Project Title	Category	2019	2020	2021	2022	2023	Estimated Total Project Cost	2017 Community Request	2016 Priority	Commission Dist
Santa Fe Soccer Complex Renovations at MRC - Soccer Valley	Public Parks (local)	\$ 1,225,000	\$ 5,270,000	\$ 7,250,000	\$ 250,000	\$ -	\$ 13,995,000			2
La Cienega and La Cieneguilla Park and Trail Master Plan	Public Parks (local)	\$ -	\$ 150,000	\$ -	\$ -	-	\$ 150,000			3
Master Plan, design and construct San Pedro Open Space	Public Parks (local)	\$ -	\$ 50,000	\$ 100,000	\$ -	-	\$ 150,000			3
Madrid Ballpark Improvements - entrance ramp and stairs, install lighting, shade structure	Public Parks (local)	\$ -	\$ -	\$ 200,000	\$ -	-	\$ 200,000			3
Arroyo Hondo Trail Construction	Public Parks (local)	\$ 660,825	\$ -	\$ -	\$ 4,712,000	\$ -	\$ 5,372,825			5
Plan, design and comnstruct multi-generational (Youth and Senior) facility in Edgewood area.	Senior Facilities	\$ -	\$ -	\$ -	\$ 100,000	\$ 1,500,000	\$ 1,600,000	X		3
Pojoaque Basin septic/sewer study	Wastewater	\$ -	\$ -	\$ 1,000,000	\$ -	\$ -	\$ 1,000,000	X		1
La Cienega and La Cieneguilla Wastewater Feasibility Study	Wastewater	\$ -	\$ -	\$ 150,000	\$ -	\$ -	\$ 150,000			3
Plan, design, equip and construct Phase III Improvements to the Greater Glorieta Mutual Domestic Water Authority's	Water Supply	\$ 1,800,000	\$ -	\$ -	\$ -	\$ -	\$ 1,800,000		X	4
Acquire ROW, construction and equip Pojoaque regional water system	Water Supply	\$ 4,800,000	\$ 4,800,000	\$ 4,800,000	\$ 4,800,000	\$ 4,800,000	\$ 24,000,000			1
Cost benefit analysis to implement the La Cienega watershed conditions	Water Supply	\$ -	\$ -	\$ 250,000	\$ -	\$ -	\$ 250,000			3
Bulk Water Facility at OLVH and US285	Water Supply	\$ -	\$ -	\$ -	\$ 300,000	\$ -	\$ 300,000			4
Eldorado connection to TL6S Waterline	Water Supply	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000			5
		\$ 21,215,825	\$ 13,750,000	\$ 17,750,000	\$ 18,617,000	\$ 12,550,000	\$ 83,882,825			



JENKINSGAVIN
LAND USE | PROJECT MANAGEMENT



June 30, 2017

Board of County Commissioners
Santa Fe County
102 Grant Avenue
Santa Fe, NM 87501

**RE: St. Francis South Subdivision Plat
Case #10-5364**

Dear Honorable Chairman & Commissioners:

I am writing to address the questions that were raised at the June 13th BCC hearing for your review and consideration in preparation for the follow-up hearing on July 11th.

Open Space

The SLDC requires that 30% of the land area be dedicated as open space. The plat that was submitted included 20% open space, with the understanding that the additional 10% would be dedicated as each lot is developed. However, we have revised the plat to include the requisite landscape buffers along the roadway in the open space dedication, increasing the percentage to 30.5%. The revised preliminary plat is attached for your reference.

Rabbit Road Improvements/NE Connector

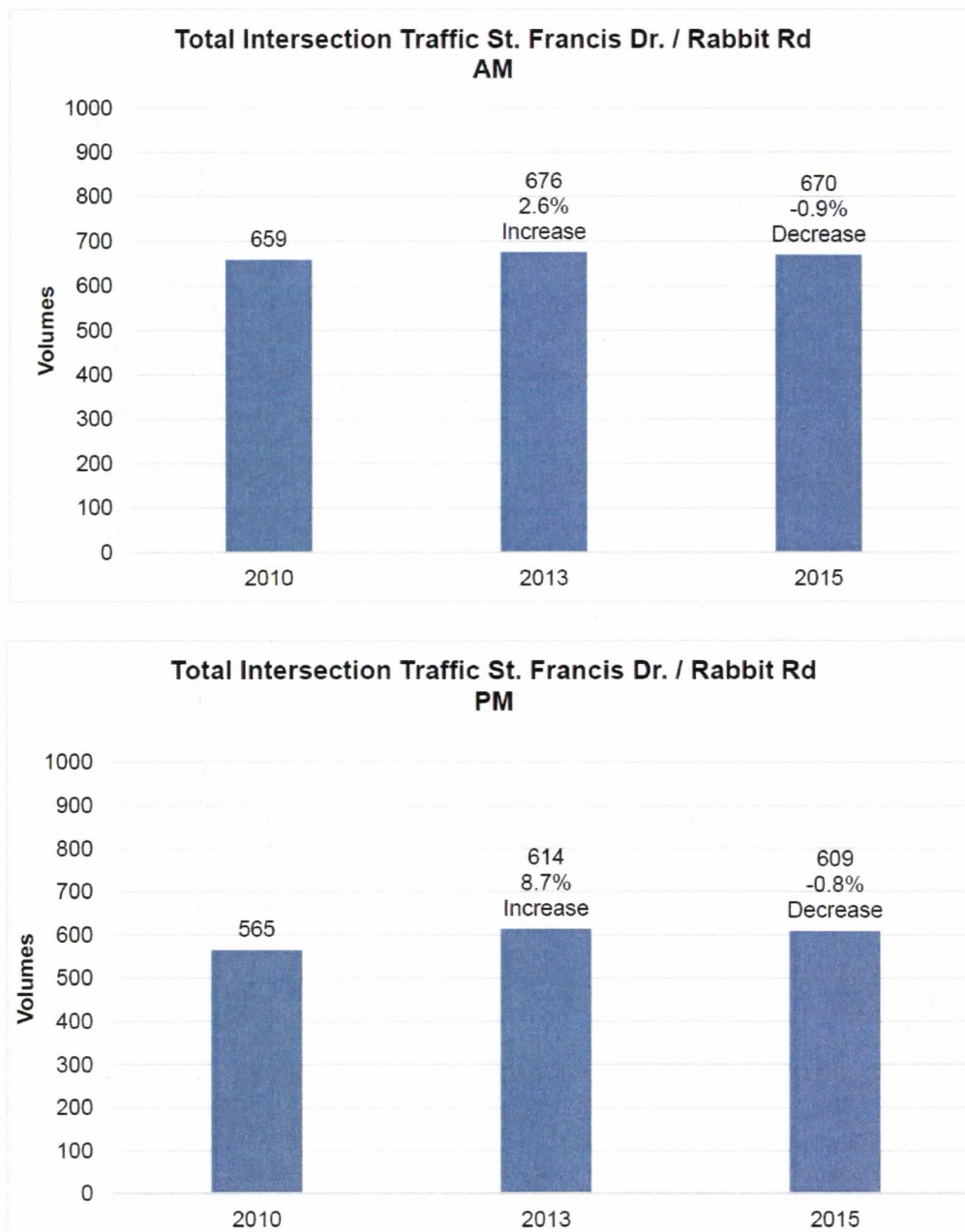
We met with Diego Gomez in the Public Works Department and learned that the NE Connector project is limited to only the construction of the new roadway extension connecting to Richards Avenue at Dinosaur Trail, and does not include any improvements to the existing segment of Rabbit Road. However, as part of the St. Francis South project, improvements to Rabbit Road will be constructed between the west boundary of the St. Francis Drive right-of-way and the Rail Trail. The design for these improvements will match the proposed section for the NE Connector extension, which includes two six-foot bike lanes, a seven-foot landscape buffer and a five-foot trail that will connect to the Rail Trail. Please refer to the attached sections for more details.

It is also important to note that, per Mr. Gomez, the Traffic Impact Analysis prepared by the County as part of the NE Connector Location Study states that no traffic increase is anticipated strictly by virtue of the NE Connector. This new roadway extension will simply accommodate the same traffic volumes that currently travel through Oshara.

In assessing potential traffic impacts to Rabbit Road, it is important to consider the trip distribution, meaning from what direction do vehicles access the site and what direction do they go when exiting. Based on existing traffic patterns and counts, it is estimated that 75% of the vehicles will travel to and from the project via the St. Francis Drive intersection and the remaining 25% will use Rabbit Road.

Traffic Data

Traffic counts were conducted for this project in 2010, 2013, and 2015. As depicted in the attached count data from the St. Francis Drive/Rabbit Road intersection, traffic volume at the intersection decreased 0.8 – 0.9% from 2013 to 2015, as shown below:



As shown below, the St. Francis Drive/Rabbit Road intersection has a high level of functionality with existing Levels of Service (LOS) A and B, indicating that there are minimal delays. In the

2023 Build Condition, there is an additional 3.8 second delay for southbound traffic in the PM Peak Hour, resulting in a LOS C for this movement. The other movements maintain LOS A.

TABLE 2 SUMMARY OF LEVELS OF SERVICE EXISTING CONDITIONS 2015						
Movement	AM Peak Hour		Noon Peak Hour		PM Peak Hour	
	Delay	LOS	Delay	LOS	Delay	LOS
St. Francis Drive / Rabbit Road						
Eastbound	8.2	A	7.5	A	7.7	A
Westbound	7.3	A	7.3	A	7.3	A
Northbound	5.0	A	5.0	A	5.0	A
Southbound	10.8	B	9.4	A	11.5	B

TABLE 16 SUMMARY OF LEVELS OF SERVICE IMPLEMENTATION YEAR 2023 – BUILD				
Movement	AM Peak Hour		PM Peak Hour	
	Delay	LOS	Delay	LOS
St. Francis Drive / Rabbit Road				
Eastbound	8.6	A	8.7	A
Westbound	7.3	A	7.3	A
Northbound	5.0	A	5.0	A
Southbound	13.1	B	16.1	C

Based on this data, the St. Francis Drive/Rabbit Road intersection has plenty of capacity to accommodate vehicle trips generated by the project.

Residential Component

The St. Francis South Master Plan is for a Large Scale Mixed-Use Project, which mandates that there be residential development as part of the project. The following permissible uses per the Master Plan would satisfy the residential requirement: Assisted Living, Multi-Family, and Live/Work.

Thank you for your consideration.

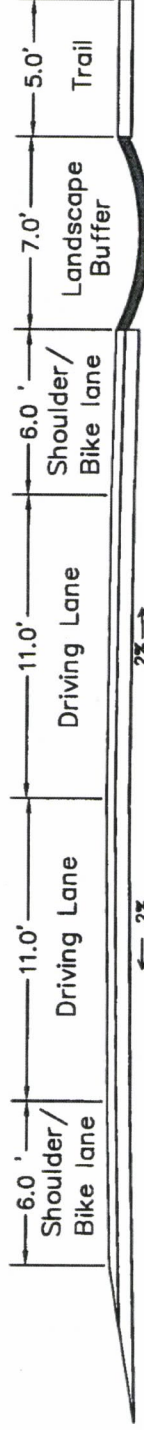
Sincerely,



Jennifer Jenkins

NE Connector

Rabbit Road Typical Section



4" Hot Mix Asphalt

6" Basecourse

2% Crown required in subgrade, basecourse and asphalt

General Notes

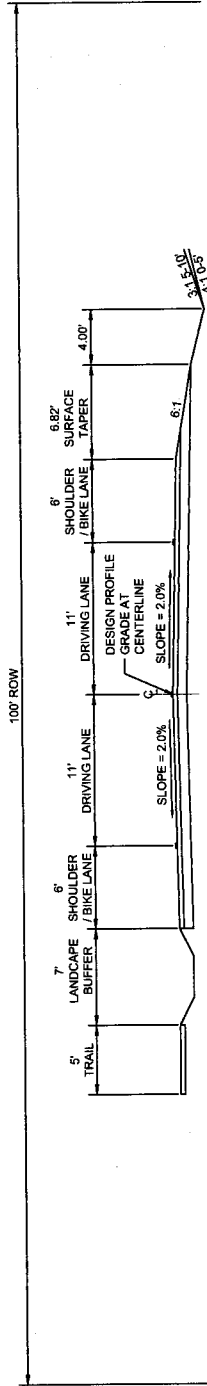


No.	Revisions	Date

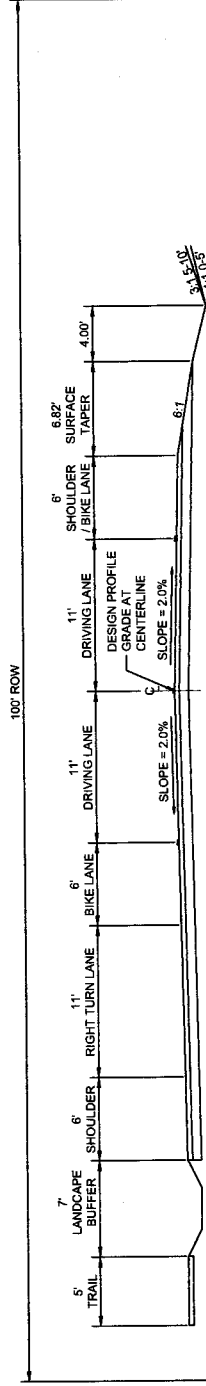
Rabbit Road
Typical Section

Project	Rabbit Road
Date	6/30/17
Sheet	1
Scale	NTS

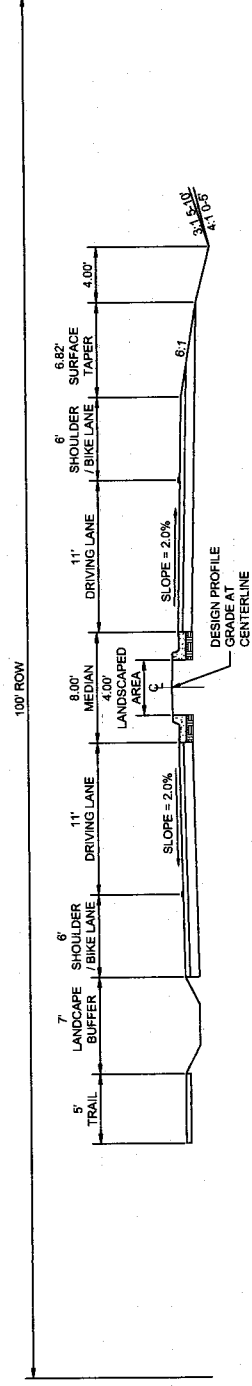
St. Francis South



TYPICAL SECTION - PROPOSED RABBIT ROAD [PHASE 1]



TYPICAL SECTION - PROPOSED RABBIT ROAD [PHASE 1 W/ RIGHT TURN LANE]

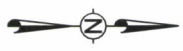


TYPICAL SECTION - PROPOSED RABBIT ROAD [PHASE 2]

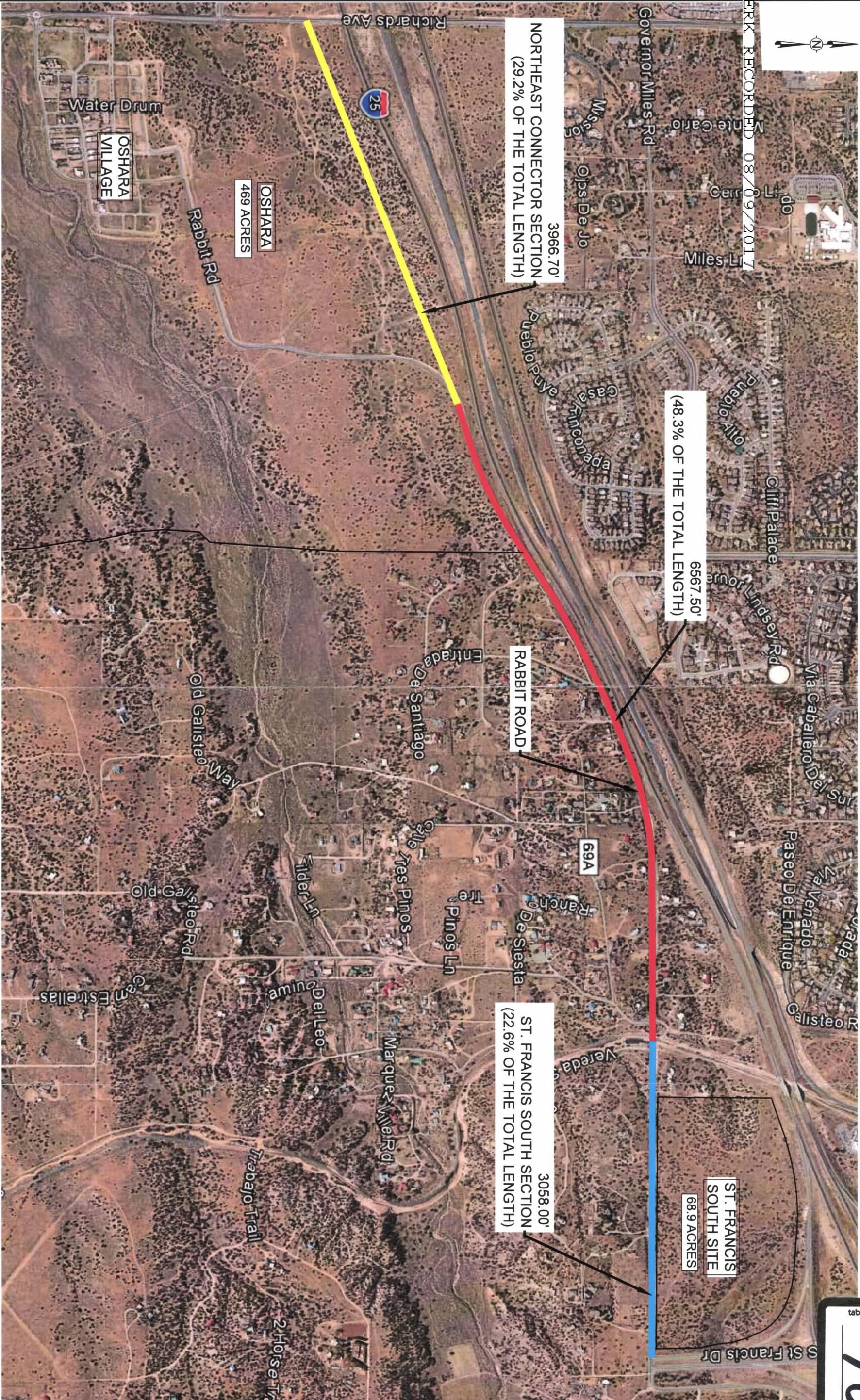
**COMPARISON OF TRAFFIC VOLUMES
INTERSECTION OF ST. FRANCIS DRIVE / RABBIT ROAD**

St. Francis Drive / Rabbit Road - AM Peak Hour												
	Eastbound			Westbound			Northbound			Southbound		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Traffic Count 2010	347	46	0	0	48	26	NC	NC	NC	17	0	175
Traffic Count 2013	349	34	0	0	53	16	NC	NC	NC	18	0	206
Percent Change between 2010 and 2013	0.6%	-26.1%			10.4%	-38.5%				5.9%		17.7%
Traffic Count 2015	342	36	0	0	47	22	0	0	0	19	1	203
Percent Change between 2013 and 2015	-2.0%	5.9%			-11.3%	37.5%				5.6%		-1.5%
Percent Change between 2010 and 2015	-1.4%	-21.7%			-2.1%	-15.4%				11.8%		16.0%

St. Francis Drive / Rabbit Road - PM Peak Hour												
	Eastbound			Westbound			Northbound			Southbound		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Traffic Count 2010	154	32	0	0	35	20	NC	NC	NC	32	0	292
Traffic Count 2013	164	24	0	0	53	21	NC	NC	NC	33	0	319
Percent Change between 2010 and 2013	6.5%	-25.0%			51.4%	5.0%				3.1%		9.2%
Traffic Count 2015	145	18	0	0	54	20	0	0	0	30	1	341
Percent Change between 2013 and 2015	-11.6%	-25.0%			1.9%	-4.8%				-9.1%		6.9%
Percent Change between 2010 and 2015	-5.8%	-43.8%			54.3%	0.0%				-6.3%		16.8%

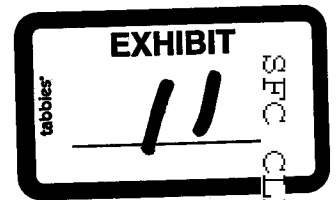


SFC CLERK RECORDED 08/09/2017



0 200 400 800
SCALE: 1" = 400'

REFERENCE:
GOOGLE EARTH PRO
IMAGE DATED 11/1/2015



Attention: John Salazar
Land Use Commission

July 11, 2017

Dear Committee

Please put in place traffic-calming devices before even considering the large-scale, mixed use development of case 10-5364 at St. Francis & Rabbit Rd.

As the gateway to the Community College, Rabbit Rd is already crowded with drivers that exceed the speed limit.

This proposed mix-use development combined with the proposed new housing development next to Oshara would together create an untenable traffic situation.

I would hope that the Commission would inaugurate an independent study of case 10-5364 to assess the impact such a proposed development would have on our community.

Before such a development is begun, the many problems of the traffic on Rabbit Road should be addressed.

Sincerely,

Karin B. Hall

Karin Berg Hall
8 Calle Jacinta
Santa fe NM 87508

Attn: John Salazar
Land use Commission

July 11, 2017

We oppose the proposed development at St. Francis & Rabbit Rd. , case 10-5364, & consider it would be a detriment to our community.

The 2 lanes of Rabbit Rd. could not accommodate the density of traffic that such a huge mix-use development would inevitably bring. While case 10-5364 is being considered, the proposed housing development adjacent to Oshara will also greatly increase traffic. Together these developments would create an unrealistic traffic situation

Rabbit Rd. is already extremely dangerous for us who live in subdivisions adjacent to it. We have just 4 seconds before cars wiz over the hill as we are turning from Entrada De Santiago on to Rabbit Rd. A number of times this year cars have crossed over the double yellow lines to pass us. Then in October the sun blinds drivers traveling west. We have already missed collisions by fractions, & can only imagine what the increased traffic will cause.

We would suggest that solutions to the traffic on Rabbit Rd. be implemented before development Case 10-5364 is acted upon.

Sincerely,

A handwritten signature in cursive script that reads "Chris Mitchell".

Chris & Jane Mitchell
14 Calle Jacinta
Santa Fe NM 87508



RECORDED 08/09/2017

Penny Ellis-Green, Director
Growth Management Department/ Land Use
Santa Fe County
102 Grant Avenue Santa Fe, NM 87501

July 10, 2017

Dear Ms. Ellis-Green,

My wife Lois and daughter Vasundhara and I - 27 year residents of the original Rabbit Road neighborhood - are still very concerned about the proposed high density Large Scale Mixed-Use development at South St. Francis Drive and Rabbit Road (CASE # 10-5364 St. Francis South). We wrote to you earlier (letter of 06-12-2017) outlining several reasons for our opposition.

In researching further the situation of Rabbit Road and the plans proposed by the developers several things have become clear that are particularly troublesome:

- 1) The future of Rabbit Road seems to be entirely undecided, and no one governmental entity has taken full responsibility for its future improvement. It is presently a state road under the aegis of NM DOT, not the county, yet the county is being asked to pass judgment on the most significant development to be constructed on the road. We feel the future improvements of Rabbit Road must be more specifically defined and the source of funding for these improvements more specifically assigned before the final plat approval for the first 2 phases of the St Francis South development is granted.
- 2) The developers have mentioned several specific proposed uses in their master plan: 300,000 sq ft of warehouses; 150,000 sq ft of offices and 50,000 sq ft in a skilled nursing/ rehab facility. The first, warehouses, certainly implies the need for entry and exit for large trucks, such as tractor-trailers (or semi-trailers), and the proposed egress and exits, as well as the present end of St Francis Drive South, seem entirely unsuited to such vehicles. In addition, warehouses are often brightly lit throughout the night, a possibility that our neighbors have strongly objected to at past meetings.
- 3) Beyond these detailed proposals, the developers have submitted a **Permitted Use List**; this list is much harder to find in the online documentation, but it is very important as it details many other potential uses, in fact it allows pretty much anything under the sun. We find one of these in particular highly objectionable, "CONVENIENCE STORE WITH RELATED GASOLINE SALES" We are strongly in opposition to this use and wish to see it stricken from the permitted use list. We also wish to see establishments with 24/7 services and nighttime lighting disallowed in any final plat approval.

Thank you,

Ian Alsop

For Ian, Lois and Vasundhara Alsop
38 Old Galisteo Way
Santa Fe NM 87501

Penny Ellis-Green, Director
Growth Management Department/ Land Use
Santa Fe County
102 Grant Avenue Santa Fe, NM 87501

July 10, 2017

Dear Ms. Ellis-Green,

My wife and I are thirty year residents of Old Galisteo Way and I am President of the Old Galisteo Way Road Association. Our association and other nearby communities oppose preliminary plat approval of phases 1—4 and final approval of phases 1 and 2 of the St. Francis South high density mixed-use development (CASE # 10-5364) before safety improvements are made to Rabbit Road. In addition, we urge the Board of County Commissioners not allow certain inappropriate commercial uses in our rural, entirely residential neighborhood.

In particular, we request the following:

- That planning and construction of the Northeast and Southeast Connectors be completed before preliminary plat approval of phases 1—4 and final approval of phases 1 and 2. It is also critically important that the public be given the right to participate to the fullest extent possible in the planning of the Northeast Connector to ensure that neighborhood safety is prioritized.
- According to the developers' 2017 Traffic Impact Analysis of phases 1 and 2, there will be 98,000 sq. ft. of warehouse space and 98,400 sq. ft. of light industrial space. In addition, significant amounts of general office space, medical/dental space, nursing homes and assisted living centers will be constructed. Rabbit Road in its current condition is entirely unsuited to the entry and exit of large trucks needed to service these commercial enterprises. We request that such uses be scaled back or eliminated.
- Many permitted uses are out of character with our semi-rural neighborhood. Those we find particularly objectionable are a convenience store with related gasoline sales and all 24/7 businesses that emit light pollution. We request that County staff recommend a list of uses suitable to our neighborhood and propose this list to the Board of County Commissioners for approval.

Respectfully submitted,



Sam Hitt, President
Old Galisteo Way Road Association
48 Old Galisteo Way, Santa Fe, NM 87508

Ian and Lois Alsop
38 Old Galisteo Way

Jason and Jennifer Gedmin
119 Old Galisteo Way

David Hering and Lynn Robbie
82 Old Galisteo Way

James Mokres and Holly Beaumont
27 Old Galisteo Way

Elizabeth Katz Sperlich and Norbert Sperlich
72A Old Galisteo Way

9 July, 2017

To: the Director of the Santa Fe County Growth Management/Land Use Department and the Santa Fe Board of County Commissioners

From: Arroyo Hondo West Homeowners Association

Re: Case #10-5364 St. Francis South Mixed-Use Subdivision

Dear Director Ellis-Green, Commissioners Roybal, Hansen, Anaya, Hamilton, and Moreno:

We, as residents of the Arroyo Hondo West Homeowners Association, a neighborhood off of Rabbit Road, would like to register our deep concern about the progress of the proposed mixed-used development at the corner of Rabbit Road and St. Francis Drive. We feel strongly that traffic issues and the permitted uses of the property need to be carefully reconsidered before any further approvals are granted.

In terms of traffic: we believe that it would be irresponsible to move forward on this development while vital questions about how traffic on Rabbit Road will be handled remain unclear and unresolved. As it is, Rabbit Road will be frankly unsafe given the increased traffic flow resulting from the new development. To wait until the development is underway, to wait until the developers perceive a need to make road improvements, will be too late. These issues need to be addressed pre-emptively and proactively. Will the road have to be widened to accommodate the increase in traffic? If so, how will this widening be accomplished and at what cost to existing Rabbit Road property owners? Will the proposed roundabouts be sufficient to manage the flow of traffic and the types of vehicles expected? What measures will be taken to reduce the already dangerous driving conditions on Rabbit Road – taking into consideration the topography and the current absence of traffic calming measures such as speed bumps, speed limit signs, hidden access signs and safety measures at the Rail Trail crossing? Right now, Rabbit Road, having seen an increase from 500 cars a day to 5000 cars a day since the connector to Richards Avenue was put in, is especially dangerous in fall and winter when the sun is directly in your eyes if you're driving west at sunset. Moreover, there are no speed signs from St. Francis Drive until well after Old Galisteo Road and speeding is a real concern. At its present traffic volume during peak hours, getting on and off Rabbit Road is both dangerous and time-consuming. There is the additional question of jurisdiction – will Rabbit Road be managed by the NMDOT, or by the County? Which agency will ensure that the safety and quality of life of residents who live off Rabbit Road is taken into consideration? We strongly urge you to delay granting plat approval for Phases 1 and 2 of the development until these issues are resolved precisely and satisfactorily.

In respect to permitted uses: we ask that you hold in your minds the incalculable value of Santa Fe itself. There are few places like Santa Fe in our country – a modestly-sized city and county with spectacular and well-preserved natural beauty, with excellent air quality, with a long and rich cultural history. We can, for example, still see the stars at night because there is, as yet, minimal light pollution here. These are only a few of the unique features which residents of Santa Fe County love and value, whether we were born and raised here, or chose to move here.

We feel it is our obligation as responsible residents of Santa Fe County to stand up for what is extraordinary and different about our community.

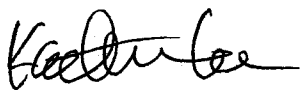
In fact, this exact sentiment is expressed in the mission statement of the County Growth Management/Land Use Department. The mission of the department is: "To preserve the character of our existing communities and our unique rural landscapes...and preserve resources for future generations; and to address the needs and concerns of our citizens while ensuring their quality of life." In the proposed mixed use development at south St. Francis Dr., we see the potential for a serious degradation of both "the character of our existing communities" and "our unique rural landscapes" if some of the proposed permitted uses come to fruition.

We are strongly opposed to allowing the beautiful and expansive piece of land at the corner of Rabbit Road and St. Francis Drive to be filled with the kind of development that is the opposite of unique, that does not preserve our resources and that will not ensure the quality of life for county residents. Some of the uses which we think would grievously detract from the peaceful rural character of the area are: a hotel, a pharmacy, manufacturing and warehouses, a gas station and convenience store, high-density apartment buildings. In short, the list of permitted uses as it now stands is dramatically at odds with the unique rural nature of our neighborhood and will negatively impact the quality of life of existing communities. We implore you to reconsider and be proactively restrictive in what can be built on this piece of land.

Finally, we would like to know the particulars of the perceived economic benefits to the County from this development. What does the County expect to gain? What outlay of costs will the County be responsible for? Also, how many Santa Feans will, in fact, be employed in the contracting and building of the development compared to workers from elsewhere? How will this development enhance the neighborhood and the lives of its current residents?

Thank you for your time.

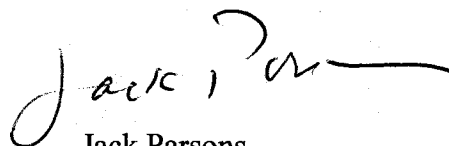
Sincerely,



Kathleen Lee
33 Hondo Ln.
Santa Fe, NM 87508



Eddie Lewis
32 Hondo Ridge Rd.
Santa Fe, NM 87508



Jack Parsons
39 Camino Estrellas
Santa Fe, NM 87508