

SANTA FE COUNTY

BOARD OF COUNTY COMMISSIONERS

SPECIAL MEETING

January 23, 2018

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

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I. This special meeting of the Santa Fe Board of County Commissioners was called to order at approximately 5:28 p.m. by Chair Henry Roybal in the Santa Fe County Commission Chambers, Santa Fe, New Mexico.

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

Members Present:

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

Members Excused:

None

III. Rights-of-Way for County Roads on Pueblo Lands

A. Discussion of proposed Settlement Agreement among the County, the Pueblo de San Ildefonso, and the United States Department of Interior

TONY FLORES (Deputy County Manager): Thank you, Commissioners, Mr. Chair. I just want to point out that this is an amended agenda. We posted the amended agenda on the 18th of January and that changed the captions for items III. A. through III. D. So those items are for discussion purposes tonight on all four of the settlement agreements, and then we do have a public comment period after the rights-of-way. Then the Board will have the opportunity if so desire to go into executive session. And then we have three items for action besides adjournment under concluding business. So I just wanted to point out that tonight's discussion deals with each of the settlement agreements in a discussion perspective rather than an action perspective.

CHAIR ROYBAL: Yes, that's correct. So they'll all be just for discussion and we'll also have public comment after.

MR. FLORES: So thank you, Mr. Chair. So the first item that's on the agenda is item III. A. which is discussion of the proposed settlement agreement among the County, the Pueblo of San Ildefonso and the United States Department of the Interior. And as we stated back when we did the presentation in December we've gone through

some negotiations with the Pueblo of San Ildefonso and we've had on the agenda, since we originally posted the San I's agreement on January 2nd, what we've considered a final agreement where both parties, the County, the pueblo and the Department of the Interior have agreed to the terms.

So the Pueblo of San Ildefonso, the agreement is the same one that we looked at very early on in the process and we discussed the general terms or settlement terms back in December. So just a quick reminder, the Pueblo of San Ildefonso the County maintains currently approximately 9.68 miles of roadway. The rights-of-way are not complete or comprehensive – and I'm reading off the December 12th information. We have some information on County Road 84, rights-of-way for 84-A, -B, -C, and -D are limited or non-existent, and there are portions of 101-D that we do have right-of-way documents from DOT at different intersections.

For the Pueblo of San Ildefonso there's quite a few what we consider roads or driveways of convenience that cross from a County-maintained road onto their private parcel. The agreement that was discussed in early January, I think it was January 9th, contemplated the placement of roads, the development of two new roads, and the placement of roads that we would convey the County's right-of-way and the pueblo's right-of-way into the BIA inventory. So all the roads that are listed for the Pueblo of San Ildefonso would go into the tribal transportation program, including the two new roads that are contemplated, which would be the construction of Yellow Bird Loop, which is on the north side of the Rio Pojoaque and Blue Dove, which is between 84-B and County Road 84.

So the agreement that we discussed early on with the Pueblo of San Ildefonso has not changed. Santa Fe County is not providing compensation to the Pueblo of San Ildefonso; rather we are developing the roads to accomplish that. In addition, in the Pueblo of San Ildefonso, with the development of the Yellow Bird Loop, the gap issue, or the area between the County-maintained road and the private parcel of that area that would cross someone else's lands, for the Yellow Bird Loop that area would be contemplated in that right-of-way that the County would go out and survey.

For the properties that access off of County Road 84, or 84-B, those roads we've already identified which areas and those are along the 101-D area, south of the Rio to County Road 84. All the other roads have a legal, platted access that we can find to provide ingress and egress from properties on the northern part of 84 down to 84. So with the exception of the areas around 101-D, which is contemplated in the agreement, we have looked at providing ingress and egress or access points to individual parcels.

So, Mr. Chair, that is in essence the San Ildefonso agreement, the Pueblo of San Ildefonso agreement, and again, nothing has changed from the time that we rolled that out in early January. We had the discussion here and it remains the same as we provided to the public at the community meeting on January 3rd.

CHAIR ROYBAL: Okay. Thank you.

III. B. Discussion of proposed Settlement Agreement among the County, the Pueblo of Tesuque and the United States Department of Interior

MR. FLORES: So, Mr. Chair, going on to item III. B. This is the

discussion of the proposed settlement agreement among the County, the Pueblo of Tesuque and the United States Department of the Interior. Similar to the Pueblo of San Ildefonso this agreement is what staff is considering complete. It's not in draft form anymore. The parties have agreed to the terms in there that we've presented to the Board. Again, the principles that we presented in December and again we posted this on January 4th and we had a community meeting.

The Pueblo of Tesuque, we have about two miles of roads, 2.1 miles of roads we maintain in that pueblo. Two of the roads already have right-of-way agreements. The only road that is subject to the settlement agreement is County Road 72-I, which is accessed as the Old Stagecoach Road, which accesses off of 73, and the Pueblo of Tesuque, has, as has the Pueblo of San Ildefonso, agreed to provide the single access point, so when we are required to once again and survey the right-of-way, we will include those access points. I believe there are two access points that are off 72-I in the width of our right-of-way.

So for the Pueblo of Tesuque, the issue with the gap, or that area between the private claim and the right-of-way would be handled with our right-of-way submittal to BIA. Therefore there is no gap issue with the Pueblo of Tesuque. Unlike the Pueblo of San Ildefonso, Santa Fe County is compensating the pueblo for that right-of-way, and that's included in the settlement agreement that was agreed to, an amount of \$185,000 as a settlement amount for that right-of-way and that would include some contributions to the surveying of County Road 73 and 74, because they are currently in the right-of-way system. However, their right-of-way documents are not necessarily perfected so they're contemplating surveying those and get those surveys to be attached to the right-of-way document that's on file.

So that's the Pueblo of Tesuque.

III. C. Discussion of proposed Settlement Agreement among the County, the Pueblo of Nambe and the United States Department of Interior

MR. FLORES: The next item on the agenda, Mr. Chair, is item III. C. which is a discussion of the proposed settlement agreement with the Pueblo of Nambe. We had posted draft agreements with the Pueblo of Nambe on the 9th of January. That was the day before we held the community meeting on the 10th, and at the community meeting or the discussion that we had on the Pueblo of Nambe, there were quite a few to-be-determined within that agreement – areas with what we're calling the gap issue, the interim access, etc.

The agreement that was completed late Friday and we received authorization to public yesterday and we posted that online, the Pueblo of Nambe – and it's in your packet – although it's still listed as a draft agreement of the January 19th date, the pueblo has provided some terms for what I consider that gap issue. There are still a few terms of that agreement that require some final discussions and fine tuning under special funding sources, etc. but for the Pueblo of Nambe, and I'm going to ask Mr. Frederick to jump in if I err on this discussion, but when it deals with the gap issue, Santa Fe County with the two previous settlement agreements is required to survey our rights-of-way, for the County-maintained roads, and submit that application to the Bureau of Indian Affairs

with the consent of the pueblo.

They've also provided that there will be a calculation of that right-of-way from the centerline of the road, approximately 25 feet on either side, so a 50-foot wide right-of-way, and the idea there is that 50 feet would encompass some of the access points to private claims. Therefore that wouldn't be an issue. There's also a provision in here, if the right-of-way cannot meet that 50-foot or 25-foot from centerline, it would be to existing property lines with the goal of also including the driveways or gaps at that point in time as well.

So that's a change from the draft agreement that was published and posted online January 9th. Mr. Frederick.

BRUCE FREDERICK (County Attorney): So I would just add, Mr. Chair, Commissioners, that if we extend that centerline out 25 feet and there's still a gap after that, individuals will be able to obtain rights-of-way under Part 169 for a nominal fee in the Nambe agreement.

CHAIR ROYBAL: Quick question. Is that the remainder of the amount of land after the 25 feet? It would be the remainder, correct?

MR. FREDERICK: Mr. Chair, I think I understand you and I think that's correct. We're talking about the gap of pueblo land that may exist between the end of that 25-foot boundary and private lands. So there's be a right-of-way connecting the two.

MR. FLORES: Thank you, Mr. Frederick. With the Pueblo of Nambe there is a compensation to the Pueblo for the rights-of-way. That's contained on page 4 of 21 on the January 19th discussion draft of the Pueblo of Nambe settlement agreement whereby the County agrees to pay the pueblo a one-time lump sum \$1 million as a settlement amount, if and when the Secretary grants the rights-of-way. And to follow up quickly on Mr. Frederick's comments, on the bottom of page 10 of 21, where it talks about Section 10, the gap and other access issues, the gaps outside that right-of-way would be provided or they could be submitted on a term of up to 35 years for a nominal fee.

So the Pueblo of Nambe's agreement from when we originally published the draft, when we had the community meeting to what was approved to be published yesterday is contained in the packet and also available in the back for the public's viewing.

III. D. Discussion of proposed Settlement Agreement among the County, the Pueblo of Pojoaque and the United States Department of the Interior

MR. FLORES: And the last item, Mr. Chair, on the discussion of the settlement agreements deals with the Pueblo of Pojoaque and similar to the Pueblo of Nambe we posted the draft agreement on January 9th of this year and it also included quite a few to-be-determined within the draft that basically dealt with a similar issue of the interim or the gap considerations. We held a meeting on January 11th. The Pueblo of Pojoaque was in attendance and actually provided most of the information back to the residents for their question and answers. Subsequent to that meeting, on Friday evening, we received what we are deeming our final discussion draft that's included in your packet and also available online and in the back, the Pueblo of Pojoaque's agreement.

The compensation, which was included in the original draft, has the County paying the pueblo \$1.75 million, and then on the 25th and 50th anniversaries, half a million dollars at those two anniversaries. And then there's an adjustment of fair market value for the settlement payments that is included and we've discussed that on page 3 of the January 19th settlement.

And then for the gap issue, for the areas that we would have to look at that are outside the surveyed area that the County has to also do for this particular settlement agreement – I'm trying to find the page. Actually, Bruce, can you jump in on the gap issue with the Pueblo of Pojoaque?

MR. FREDERICK: So Mr. Chair, Commissioners, on the Pueblo of Pojoaque we are still in the process of negotiating the gap issue but it's getting fleshed out pretty well. The pueblo is going to make non-pueblo members eligible for what's called a land assignment. As I understand it currently only pueblo members are eligible for land assignments but the pueblo uses them to give members the right to do home construction and other types of permanent improvements.

The pueblo proposes to amend its Law and Order Code to include this provision for non-pueblo members to obtain these land assignments. We're trying to flesh out as much of the procedure as we can in the agreement, and like I say we're still in the process of negotiating that. What we have fleshed out so far is that it's going to be transferrable. It's going to be up to a term of 35 years, which is going to cover most mortgages plus five years. It's going to be transferrable to subsequent purchasers if they come in during that term. It will be transferrable if a lender forecloses, so it will be transferrable to the lender.

The fee is going to be – more will be stated about the fee in the Law and Order Code. Right now the agreement simply says it's going to be – I think it says it's going to be uniform and ascertainable, but it doesn't really specify more than that currently. If for any reason a land assignment either doesn't satisfy a lender or the individual wants a different right-of-way they can apply for a right-of-way under Part 1 69 and get one from the BIA. Again, it will be up to a term of 35 years.

MR. FLORES: Thank you, Mr. Frederick. So Mr. Chair, the items that Mr. Frederick is referring to are found on the bottom of page 6 and the top of page 7 in the January 19th draft and for the Pueblo of Pojoaque there are two options for that gap issue, if you will. One is through the land assignment; the other is through the BIA process. So the Pueblo of Pojoaque is a little different in that respect that they'll actually provide two avenues for a private landowner to acquire that point.

I can tell you, Mr. Chair, in general, all four settlement agreements are for a period of 99 and 99. That has remained the same since we talked about the key principles of settlement back on December 12th. We've agreed in a couple of pueblos we're going to assign and the pueblos will assign to the inventory and other areas we're purchasing or acquiring that right-of-way for that term. We will continue to maintain all the rights-of-way. We are required in the settlement agreements to enter into an agreement with the Bureau of Indian Affairs for the actual maintenance program.

Those are covered in this document and all roads will remain open as public roads with the exception, as is the case today, the interim or closures necessary due to cultural events. So all the agreements cover that general premise of 198 years in totality. Roads

remain open to the public. The County – provided we enter into those agreements – we will continue the maintenance on the roads as we are doing today.

So that, Mr. Chair, that covers the overview of all four of the settlement agreements that are included in with today's amended agenda and packet. Mr. Chair, there's also an item, if Bruce or Katherine wanted to dovetail any information they will insert that now and then we'll have the opportunity for public comment.

KATHERINE MILLER (County Manager): Mr. Chair, at the last BCC meeting we had discussed that individuals had passed out some questions. Also at the meetings that we've had up at the Middle School, we've written down a lot of the questions that have been asked and answered or even asked and maybe not answered at those meetings, as well as comments we've received online, through emails or concerns and questions. So I was going to have Bruce go over – what we tried to do is break them down by types of agreement. We'll have a memorandum answering those questions on the website. We'll go through them right now but we'll put it up on the website after tonight's meeting because we'll also try to add anything that might come up this evening relative to questions that would apply to the Nambe and San Ildefonso agreements, another one that would apply to the Pojoaque and Tesuque agreements since they're similar in the way we're handling the rights-of-way. And then another one that has to do with points that were brought forward relative to individual or specific things within the settlement agreements' language in the settlement agreements. So I'm just going to turn it over to Bruce to quickly summarize some of the questions and answers and then as I said we will post that on the website with the agreements and everything that we have currently on the County's website relative to these.

MR. FREDERICK: Mr. Chair, Commissioners, as Katherine said, I've prepared really three memoranda. One of them deals with Nambe and San Ildefonso, one of them deals with Pojoaque and Tesuque, and a third one tries to address most of the comments made that we received on kind of an annotated comments on the San Ildefonso agreement. I believe we received those from Dave Neal. So what we're going to do is I'm going to go over them, kind of paraphrase them tonight and then we'll post them tomorrow on the website and they'll be publicly available.

I want to make clear that the memos – we're not trying to duplicate the FAQs that we've already put out there. We're not trying to regurgitate what's in the settlement agreement. We're trying to answer questions that we've heard at public meetings that people have given us in writing and trying to answer the comments on a specific agreement that we received. We may not hit them all but I think we've hit most of them.

I'll start with the memo concerning Nambe and San Ildefonso, if that's okay, Mr. Chair.

CHAIR ROYBAL: Yes.

MR. FREDERICK: All right. We get lots of questions about prescriptive easements on private lands within the pueblos and the assignment of easements, road rights-of-way to the BIA. And the memo basically, first off, points out that under long-established state law, the County has County Roads throughout the county on prescriptive easements. It's not a unique thing within the pueblo boundaries and the same basic law is going to apply as far as I'm concerned whether you're on private land within the pueblo or private land outside the pueblo. A prescriptive easement is obtained through ten years

of public use of that road as a public road. So those are prescriptive easements.

There seems to be some confusion over – people seem to call these private easements. They're not private easements. Where these roads cross private property the County owns that easement and that's a property interest that's separate from the private property that the easement crosses. The easement is called the dominant estate. The property that it goes across is called the servient estate and they're separate things. If the easement ever comes to be owned by the same entity that owns the private property, the easement goes away under what's called the doctrine of merger. So we're going to transfer our – the County's – interests to the BIA. The County's easements to the BIA. We're not transferring any private interest to the BIA and we couldn't transfer any private interests to the BIA.

That kind of leads into the next discussion. Folks, or at least some folks feel that in assigning the County's easements or road rights-of-way to the BIA – and I use the term right-of-way and easement interchangeably because a right-of-way is just a kind of easement. So some people that in transferring or assigning our easements to the BIA there'll be a taking of property and there won't be any taking of property. We're not – by assigning our interest to the BIA we're not enlarging our rights; we're not going to make the rights-of-way wider than they are. Of course we have to come through because I don't know of any deeded easements out there. People keep mentioning deeded easements. I think we're going to be dealing mostly if not entirely with prescriptive easements. So we have to – since they're not described legally in a deed, we're going to go through and survey those easements. We're going to work with the landowners in doing that. We're going to look in the record if there are any granted easements and somebody asked if there's any restriction on transferring a deeded easement to the BIA, and the answer to that is no, unless the deed itself contains a restriction. And like I say, I haven't seen any deeds involving these County Roads and I would be very surprised if there was any restriction on the County's ability to assign that easement to a third party, to the BIA.

Now, on pueblo lands, wherever these roads cross pueblo lands, that's an entirely different area of law there and in those instances it will be the Secretary who's granting BIA the right-of-way, not the County. So together with the Secretary's grants of rights-of-way on pueblo land and the County's grants of its rights-of-way on private land the BIA would then have a continuous line of rights-of-way on both private and pueblo land and those will be incorporated into the tribal transportation network. And that's done – again, I'm talking about Nambe and San Ildefonso only, where that's the structure that we've created in these agreements.

As I said the agreements don't grant, compromise or encroach on any private property, don't grant the County the right to do that, and they couldn't grant the County the right to do that. Now, that's not to say we won't disagree on where boundaries of easements are; that happens all the time, but like I say, we're going to try and resolve those disputes amicably with the landowners and let them see our draft surveys and figure that out case by case.

Lots of questions about utilities, and the agreements – as I've said at many public meetings, since 2004 the County has not issued road cut permits to utilities unless the pueblos consent. Now, under these agreements we're not even going to issue road cut permits anymore. The pueblos will have jurisdiction to grant easements for utilities on

pueblo land. Nothing in this agreement gives the pueblos the right to grant utility easements on private land. These agreements – the memos that I've done, I should say, I haven't had time to give them to all the federal and pueblo representatives. We're going to do that tomorrow and if they object to anything in here they will come forward and tell us that and if anything I'm saying – if they disagree with anything they have the opportunity to come forward and say, no, we disagree with that. But I suspect they won't disagree, that nothing in this agreement gives the BIA or the pueblo the right to grant easements on private lands.

The agreements will not affect existing utilities. It will affect new utilities. So where utilities have to be installed along pueblo land, as I said, the pueblo and the BIA will have jurisdiction to make those decisions and that's including how much to charge, where to put those easements, etc. But they have had – by us not issuing road cut permits without the pueblos consent they've essentially had that authority and we've recognized that authority since at least 2004. So the agreement's really not going to change the status quo as to utilities.

Criminal jurisdiction isn't going to change under these agreements. Civil jurisdiction, because these are going to be BIA roads now, it's possible the pueblo courts could assert civil jurisdiction over – to resolve disputes involving accidents on BIA roads.

Emergency services won't change. These agreements aren't going to prevent or change in any way the ability of the state or local emergency responders to respond to accidents on these BIA roads. The agreements will not prevent or change in any way the ability or right of emergency responders or non-pueblo law enforcement from responding to incidents on private land located within the pueblos.

On gaps, I think Tony's adequately covered that. We think that the majority of gap issues are going to be resolved by the County constructing Yellow Bird and Blue Dove, according to the alignment that the County and the pueblo have worked out. There are some internal access issues that may arise and there are some outlier properties that aren't within Yellow Bird, that aren't next to a County-maintained road or aren't next to the new Blue Dove. They're basically along, I think it's Tunyo Po, which is a tribal road. There's a few private parcels there. In those cases and in other cases this agreement, we'll have to work with the pueblos to figure out how to resolve those. But the County is willing to act as a liaison, to work with – first off, to work with the private property owners and secondly to act as a liaison between those private property owners and the pueblo to work out unique issues. But I think probably over 90 percent of the access issues should be resolved by these agreements.

In the short term, for the next five years, County Road 84-C, 84-D and Sandy Way are going to remain open. Things won't change over night. Those roads will only be closed after Yellow Bird Loop is opened and there's some discussion that 84-C may stay open longer but that's not resolved in the agreement. If it takes longer to construct than five years then those roads will remain open until Yellow Bird is actually constructed. The pueblo, in this interim period, the pueblo will grant individuals specific access for \$100 for the first five years and if it last longer than five years, \$100 for each year thereafter until permitted access is available.

I think the way Nambe is going to handle the gap issue has already been covered and it's covered again in these agreements.

So on the Pojoaque and Tesuque agreements, the memo duplicates some of the prescriptive easement issues, duplicates some of the jurisdiction issues, duplicates some of the emergency services issues and talks about the way gaps are handled, so I don't think I need to go over those more specifically unless you have questions about Pojoaque's and Tesuque's agreements.

CHAIR ROYBAL: Okay, do we have any questions from the Board?
Commissioner Hansen.

COMMISSIONER HANSEN: So I have a question about the short-term access. San Ildefonso will grant access for five years for \$100. Will the title companies accept that as a condition of receiving title insurance? And will the lenders accept that as agreement?

JOHN FOX: Good evening, Commissioner Hansen and Mr. Chair. My name's John Fox. I'm the president-elect of the New Mexico Land Title Association, and in response to the question about whether the title insurance companies and lenders will accept the short-term access grant by San Ildefonso, I think is the one we're talking about specifically. I think it's important to understand, in a general sense, that a title insurance policy, either for an owner or a lender has a general coverage for access. It's an affirmative statement that insurance is granted for access.

In the last few years we've run into issues where we've taken – or the title companies have take a strong stance that access is being excepted to, that that access is not covered because of some of the trespass claims that have occurred. Not in every pueblo but primarily see. So as we move towards completing these agreements it's important to understand that the title industry is committed to a course of action that will grant or that will cover those rights that are important, both for buyers, owners and lenders.

So the way this will work is that there will not be any exception taken to access. There will be exceptions made to the terms of the agreements, because we can't control those terms and as a matter of law we're required to disclose that those agreements are outstanding and that they are a part of the access which we are insuring in a general sense. So we have to make exception for the agreements until the agreements have turned into grants of right-of-way, and then the agreements will most likely go away.

So coming back to your specific question about the San Ildefonso five-year permits and lenders, we will take exception to those and at this point it appears that the process will be that we will request approval from the Superintendent of Insurance to give affirmative coverage with respect to those access issues where we have agreements, or permits or other things of that nature which relate to those gap questions.

And so the only thing that we anticipate being a next step is that we go to the Superintendent of Insurance and seek approval for granting that specific affirmative coverage. And that's a lot of words and I hope I addressed your question but if I didn't I'll try again.

COMMISSIONER HANSEN: So what I'm hearing is that you will grant title insurance with an exception.

MR. FOX: We will issue coverage –

COMMISSIONER HANSEN: You will issue coverage –

MR. FOX: Which includes access. We will make specific disclosure by

exception of the terms of agreements or permits which are part of getting access to any particular tract where it's necessary. And where necessary and with approval of the Superintendent of Insurance we will issue affirmative coverage to lenders.

COMMISSIONER HANSEN: And then let's say somebody wants – and maybe this is outside your jurisdiction. But let's say somebody wants to take a home loan, or a line of credit and wants to get that loan through a lender. Will that be also acceptable? Will that be available?

MR. FOX: You mean if a current owner wants to finance or refinance their existing property?

COMMISSIONER HANSEN: Yes.

MR. FOX: That would be an exact situation where the process I just described would apply.

COMMISSIONER HANSEN: Okay. So both things. The new purchase and somebody wants to refinance. Both of these things would be covered.

MR. FOX: Yes. In the way I just described.

COMMISSIONER HANSEN: And going to the Secretary of Insurance, what is his view on these agreements?

MR. FOX: What is their view on these agreements? I think that the Superintendent of Insurance is going to be supportive. The Title Bureau Chief is in attendance tonight and you could ask him. I can't speak for the state but I know that they have participated in these discussions for years and have been supportive of whatever we could come up with and I think this is the first real definitive approach that will allow the underwriters to write the insurance. It's just that under the code they have to approve certain types of coverages.

COMMISSIONER HANSEN: Thank you.

CHAIR ROYBAL: Thank you, Commissioner Hansen. Would you like to approach, sir?

OTIS PHILLIPS: My name is Otis Phillips, Mr. Chair and Commissioners. I'm with the Office of the Superintendent of Insurance in the Title Insurance Bureau and according to what Mr. Fox says, we're in total support of that. All it takes is a change of rules, regulations. It's a matter of emergency hearing and so forth to be taken care of. So that's not a problem with the OSI.

CHAIR ROYBAL: Okay. Thank you, sir.

COMMISSIONER HANSEN: Thank you.

CHAIR ROYBAL: Okay, I want to recognize real quick that we do have the Governor of Tesuque, Governor Vigil is here. We also have the Governor of Pojoaque, Governor Talachy, and also I was going to introduce that we had Otis Phillips from the State Insurance Superintendent and also John Fox and Gary Sandoval from New Mexico Land and Title. And I do want to give them the opportunity to speak if they'd like to make some comments. So if you guys would like to make any additional comments please come forward, and then I'm going to go into public comment.

MR. FOX: Mr. Chair, we appreciate the opportunity to make additional comments. I think our only, our primary comment is that we are grateful for the activities and the efforts of the Commission, of the pueblos, and everyone involved. We have participated in these meetings and they've been productive and we will continue to do

whatever's necessary to make the settlements result in the coverages that people need to get on with their lives and to be able to sell their properties and refinance their properties.

So we're here to support and help in any way that we can and as I said, we're very grateful for the efforts of the whole community.

CHAIR ROYBAL: Thank you, Mr. Fox. I also wanted to recognize that we have Josh Mann from the Solicitors Office, Department of the Interior, and former Governor James Mountain. Okay, so was there anybody else that would like to make any comments?

COMMISSIONER ANAYA: Mr. Chair.

CHAIR ROYBAL: Commissioner Anaya.

COMMISSIONER ANAYA: Mr. Chair, before you go to the public comments, I appreciate the acknowledgements that you've made of all those pertinent people that have assisted with the process, but I want to just make a brief comment to acknowledge all of the individuals including Northern New Mexico Protects as a group but all individuals, whether they came in groups as Northern New Mexico Protects as come or whether they made comments as individuals or online. So I want to acknowledge all those folks, each and every one of them, down to the individuals that have made respective comments and feedbacks to the process. It's been that collective group of people, including all those you mentioned and each and every group and each and every individual that may be impacted by these determinations and decisions that we'll be carefully analyzing. So I just wanted to make that comment. Thank you, Mr. Chair.

CHAIR ROYBAL: Thank you for recognizing that, Commissioner Anaya, and I too wanted to recognize all the individuals that are here tonight from the community and the efforts they've made to facilitate meetings with the community. It's been extremely helpful so I really do appreciate that. I believe Governor Talachy, were you going to say something? I thought you started to stand up. Maybe I'm wrong. Putting you on the spot.

III. E. Public Comment

CHAIR ROYBAL: I'm going to go ahead and go into public comment. How many people in the audience today would like to make public comment? Okay, we just have one. Two? Three? Okay. You guys please come forward and state your name for the record. I'm not going to do a time limit tonight. Just if we could try and not be repetitive. Thank you.

MARTHA TRUJILLO: Good evening, Mr. Chair. Commissioner, it's good to see you back nice and healthy. My name's Martha Trujillo. I'm from the Pojoaque area and I'd like to – initially, I wasn't going to say anything but I always feel a little compelled to speak for the individuals who are not here to speak for themselves, and that would be our elderly, the individuals who maybe do not have information available to them because maybe they don't have the technology. Maybe those that don't have the ability to understand some things.

One thing for sure, I'm not exactly sure what Mr. Fox said about an exception. So I feel a little bit confused about that statement because the way I interpret it is that there is still an exception. We will still have to go through a process and that's I think what we

are trying to avoid. Now, I may have misunderstood that entirely but I would like to get further clarification because I just don't understand and I'd appreciate if we could go a little bit deeper on that subject, particularly since that's what we're trying to avoid entirely.

But I do appreciate your efforts, Commissioner, in working with our community. I do appreciate our neighbors coming to the table and I do appreciate the fact that we did have some representatives from outside of our community come and help educate in the process. I do feel compelled to say that I do feel a little bit that maybe there was a little bit of an overreaching and I just feel compelled to say that. Still, I feel this way, but I am open to making sure that some of these agreements do get worked out in some of the TBDs that are still unanswered. I think that's important to our community. I think the letter from San Ildefonso, to rescind that letter is important, that we do get confirmation that that letter would be rescinded, not contingent on the vote, but that there's an effort that we would continue working towards getting that off the table altogether because I do see our count as a trailblazer for other potential easement issues throughout the state of New Mexico and even further out into other states.

We are the land of mañana. This has happened 25 years out in the East. There's a lot of these things that we're talking about today that have already happened and have already been in effect and the outcome was not as positive as what we're hoping for to be our outcome. So again, I would urge that we do take our time, that we do look at the to-be-determined, we do look at the language, we do answer the questions that our community still does have, and that we do continue to work together in a positive way and hopefully that there is that healing that only we as our small community can do by working through these issues closer together.

So again, I do appreciate all of your efforts and I love living in my community. I love my neighbors. I absolutely respect all the efforts that Governor Talachy has brought forth and his staff in trying to make this one of the better deals. I would just urge that we continue to make it the best deal ever because it will be my great grandchildren who will be dealing with this issue probably in not 198 years but maybe in about 150 years. So I know that seems like a long time away from what all of us can imagine but we know that as we get older time sure does fly. Thank you very much for allowing me to speak.

CHAIR ROYBAL: Thank you, Ms. Trujillo. I also wanted to highlight and recognize that Pojoaque Pueblo has really come to the last two meetings, a community meeting and also the presentation. They did a great job bringing maps and working with the constituents and sharing all that information. Gabe I know has been to quite a few so I really want to thank you for that. Mr. Neal.

DAVE NEAL: Good evening, Commissioners. I'm here again. My goal, and I've said this several times is I really want this agreement to get through because I know it's for the good of the community. We need to restore the vitality in our community. I've still got a litany of questions to ask, and I don't know if they're fair to ask at this forum or sit down with some of the County staff and ask them offline, because I really believe that I just don't understand some of the language and what's being done in this agreement.

And one of the ones, for an example, I think the attorney said that the access points are going to be going across private land. No? They're not?

MR. FREDERICK: Mr. Chair, we are going to be doing – I have done a memo that will be posted tomorrow addressing most of Mr. Neal's comments but I think there's a misunderstanding about access points, first off, by calling them points. These are kind of a distance between two points on a road, on one of the BIA roads, where access is going to be available, or where legal access is going to be available. Not between those points. And like I say, the point is really like a ten-foot distance or something like that. We're going to survey those points. But if there's a gap of pueblo land between the road at that access point and private property we're also going to survey that gap.

And that gap will be part of our right-of-way application to be BIA. And once we have the right-of-way that gap will be then part of that right-of-way and there won't be any gap.

MR. NEAL: Well, the problem is some of the lots have been subdivided until to where there are lots where you'll have to cross private land that already have existing deeded easements. And those deeded easements are going to be changed, and the reason I say that is because the roadway on the north side of the river, on San I at least, is going to be modified and consequently access to the public road off of those deeded easements is going to change. So what's going to happen to those people who've already got easement agreements that they've paid for and done with the pueblo? The road is going to get changed in its location. What about those deeded easements?

MR. FREDERICK: Mr. Chair, I think implementation of this agreement is going to take us working with the landowners and working with all the available documentation, including these platted easements. If there are platted easements out there we need to make sure that those platted easement correspond to the access points along each of the BIA roads. We'll work with the pueblo; we'll work with the landowners, and that's just there's no way to avoid – this is a large area. There's lots of parcels out there. There's going to be lots of unique situations. The agreement, in and of itself doesn't solve every access problem and where somebody lacks an easement across another private lot in order to reach another lot, that's a unique issue that we'll have to work with them to resolve.

But like I said, these agreements are going to resolve 90 percent. They'll get us 90 percent of the way there.

MR. NEAL: Thank you, sir. I appreciate that. So then I come back to this question we had earlier and that was the future of these access points. As these properties get subdivided and they get changed ownership, you're going to have all of these access points are going to need revision. The reason I'm bringing all that up is none of the implementation details are in the agreements and that's what's concerning to at least myself in some degree and maybe others. We really don't know how that's going to all come out. And I understand we have to go through the process. I understand that. But that's where they're not defined now and so we get an uneasy feeling.

MR. FREDERICK: Mr. Chair, if I may respond. So once we have surveyed all the access points there shouldn't be any need for additional access points. Those are going to be fixed in time. I suppose if an additional access point is needed in the future, which it shouldn't be, a new right-of-way would be required or we'd have to amend the existing right-of-way. But if we do this right we shouldn't need any more

access points. We're going to survey – because the place is pretty well developed and pretty well subdivided. Yes, it might subdivide further but in approving further subdivision out there and approving further development out there, because the County still has land use jurisdiction over that private land, we will make sure that the access is through those surveyed access points. That's what the agreement requires.

And so when we survey them we want to make sure that we have all the access points we need and we intend to do that.

MS. MILLER: Mr. Chair – excuse me, Dave. And I think what Bruce is also saying is even currently now when someone subdivides, their access point needs to continue off of an access that's in the property in front of them anyway. And so – and actually since this issue has really been brought to the forefront, our land use even assures that in approving any subdivisions because of that being a problem to have approved one to nowhere in the past. And so there are some of those within the boundaries and those are in reference in the agreement that we're going to work with the pueblo and the property owners to clarify that access, because it doesn't exist today.

MR. NEAL: Right. And I see this fixing the problem we've got right now today. I see the agreements dealing with the problems we've got today. What concerns me a little bit is how are we going to – what are the procedures down the road when El Rancho begins to change in its nature. Of course we can go down the path on that one for a long time, but I had one more question to ask and that was on the jurisdictional issue on the land assignments, that's going to be in the Pojoaque Pueblo. If there is an accident on one of those land assignments involving a non-pueblo member, who has jurisdiction?

MR. FREDERICK: If you're talking about civil jurisdiction?

MR. NEAL: Yes.

MR. FREDERICK: You know, if there's an accident out there it's possible the pueblo would assert jurisdiction over that.

MR. NEAL: And so the question I'm bringing up, how is the land assignment different than these access points?

MR. FREDERICK: Well, a land assignment – an access point is just a line along a road. It's literally – it's not a right-of-way. It's just an access point. And the right-of-way across the gap will extend from that access point to private land.

MR. NEAL: Then I rephrase my question. Who has jurisdiction over that right-of-way?

MR. FREDERICK: So these are going to be – if you're talking San Ildefonso, those are going to be, that's going to be – BIA is going to hold those rights-of-way. So it's possible they may assert jurisdiction over something that happens there. It's possible they won't.

MR. NEAL: Does that involve any change in cross-commissioning?

MR. FREDERICK: Cross-commissioning is a separate issue and we're working on a cross-commissioning agreement with Pojoaque now.

MR. NEAL: Right. And then I had a couple more questions and then I'll be done. Thank you for bearing with me. I'm not quite clear on how the costs are going to shake out on these things. I know on San I at least we're providing \$4 million of which most of that's going to go to the construction of the road, I understand. And so there may not be any compensation. But if there's any money left over from the construction, I

assume that's going to be remitted to the pueblo. Right?

MS. MILLER: Mr. Chair, this questions been asked several times. I can't emphasize it enough. It's not in the agreement. There is no compensation, regardless of what it costs us to construct the roads. San Ildefonso has not requested compensation for the rights-of-way. What that agreement says is that the County will construct Yellow Bird and will construct Blue Dove. And we'll do the surveys of those roads to get them into the BIA inventory.

MR. FREDERICK: Right. Right. I understand. So that \$4 million is for construction only.

MS. MILLER: Mr. Chair, the only costs we have related to the San Ildefonso agreement is the cost to construct the road and the cost to survey them.

MR. NEAL: Okay. All right. Then I have another interesting question. We've discovered recently, at least even I'd say today, actually. That in 1953 I believe it was, 1954, the Santa Fe Board of County Commissioners approved a resolution, and this involved the transfer of State Highway 4 from the state to the County. At that time the County was going to be taking over the maintenance facilities or the maintenance responsibilities of County Road 84. At that time, it was originally State Route 4, they were going to give it to the County and it got renamed County 84. The Commission decided at the time, and we're researching this, that the Commission did not want to take on just the right-of-way agreement. They actually wanted to take on the land. And it's my understanding that they actually – we're trying to find them right now – they actually issued some quitclaim deeds for County Road 84, which changed the ownership of the property, with the agreement of the owner, to the County.

So my question at that point is, if in fact this is true, and I would like for you guys to look at that. If in fact this is true, then the County actually owns 84. Maybe not all of it, but a good portion of it. Then you don't need a right-of-way. You own the land and you decide that you're going to use a right-of-way then at that point I would suggest that we take a look at this because that means you don't have to issue any kind of right-of-way agreements.

MS. MILLER: Mr. Chair, and Dave, this was one of the things we talked about. We – neither the pueblo nor the County in this agreement are stating we own it or they own it. What we're agreeing is that whether they do or whether we do we're agreeing to put it into the BIA inventory. So we're not actually debating the ownership of the road.

MR. NEAL: Understand. So now what – if I'm understanding you correctly, now what you're saying is – and I agree that the north side of the river has got some real problems. There's no argument from me on that. I just have a little problem with the south side because the south side road has been in existence for years but if that's brought into the equation to get to a settlement on the north side, I understand that's needed. I got that part figured out. Well, thank you for your time. I appreciate it, and I will be sending you more email, guys. I'm not quite done with this yet. Thank you very much for your time, Commissioners.

CHAIR ROYBAL: Thank you, Mr. Neal. I know that there's a couple of people that came in after I asked for public comment and I think the two that said they did want to talk have already spoken, so you wanted to address the Board as well, sir.

And I think Ms. Cash, you came in after so you also want to address the Board? And Cristella? Okay. So we still have a few.

FLAVIANO PROSPERINI: Commissioners, my name is Flaviano Prosperini and I live in the Pojoaque Valley. My question is more for the title companies over here and my question is, if the Pojoaque settlement agreement completely satisfies the title companies, especially where a gap is. That's my question. Thank you.

MR. FOX: Mr. Chair, my understanding of the question is whether the Pojoaque agreement is acceptable to the title companies for providing coverage for access, particularly in cases where there is a gap. I go back to my same answer as to all of the pueblos where there is a gap. We have to take exception to the documents which grant access over gap areas. We will seek approval from the Superintendent to afford affirmative coverage in those instances and those are going to be based on the terms of the land agreement or whatever document is used. But back to the bigger picture. We are going to insure those things based on the public rights-of-way and there was a question earlier about taking exception to the agreement and when I spoke previously I indicated that once those agreements are fully performed and there are rights-of-way in place, then there will not be any need to take exception to those agreements, because we will have granted rights-of-way, either through the BIA roads or County Roads.

But the gaps present a specific situation which depends on each parcel that has a gap and we must take exception to the terms of whatever documentation grants access over the gap areas. So I can't say we approve of the agreement but I can say that in those instances we will take what action is necessary to disclose the issues relative to the gap areas. And as I tried to describe earlier, part of the obligation is title insurance writers is to show what issues affect properties. And in these cases there are going to be agreements that require some payments, depending on what the ultimate terms are.

So I'm not changing anything I've said. I'm sort of focusing on the gap areas and indicating we will take exception. We will seek the approval of the Superintendent to offer affirmative coverage to lenders in those instances. And I hope I'm answering the question. I'm trying to do it but I'm not sure I always make my point as well as I can.

CHAIR ROYBAL: Will this be on every single individual property that needs to get this exception done? You'll have to go to the Office of the Superintendent?

MR. FOX: Where there's a gap we must disclose whatever the documentation is which grants access over the gap. In the 90 percent of the properties which don't have gaps we don't have to take exception to those things. We will take exception to the agreements until they are fully performed and we have actual granted Santa Fe County. And then the agreement terms will not matter.

COMMISSIONER ANAYA: Mr. Chair.

CHAIR ROYBAL: Commissioner Anaya.

COMMISSIONER ANAYA: Mr. Chair and Mr. Fox, just a follow-up question. Can you provide feedback to those individuals that are going to have a potential gap issue, what having the exception on their title insurance means?

MR. FOX: What it means, Commissioner Anaya, Mr. Chair, is that we disclose the terms of those gap licenses or land assignments. So we don't insure that all of those terms are performed. We insure access and we raise the issue of whatever's on those gap areas, whatever the document is that's going to grant that access. In the case

where we have lenders, with the Superintendent's approval we will grant affirmative coverage to lenders to avoid issues with them.

MR. FREDERICK: So, Mr. Chair, can I – and Mr. Fox can correct me if I'm wrong, and I'm going to try and summarize what I'm hearing. First off, the issue about title insurance was first mentioned about interim access at San Ildefonso and Nambe. San Ildefonso and Nambe agreements have provisions for interim access before we get these rights-of-way surveyed and the gaps surveyed. That's going to take time. Now, before that is complete, somebody might come and want to sell their property in the interim when these interim provisions are in place. We don't have a permanent right-of-way at that time. The title company is going to be asked to insure access for, say, 30 years. But it's looking at an agreement. Yes, the agreement provides for access in the long term but the title company has no control over the third parties – has no control over the County; had no control over the pueblo or BIA, that they're in fact going to fulfill all these contractual requirements.

So in the interim, which could last one or two years, the title insurance company will insure title but they'll have an exception basically saying we can't control whether or not the parties are going to perform these agreements. They can't do any better than that because obviously they can't control us. Now, that's not saying we're not going to perform the agreements; we are going to perform the agreements. And then once the rights-of-way are issued then you will no longer have that exception, once the rights-of-way are actually issued and they have the proper term and the other conditions that meet your requirements.

And I believe that's the correct summary on the San Ildefonso and Nambe agreements. Pojoaque and Tesuque are a little bit different. There probably are no gap issues in Tesuque and there's no interim process. There's no interim process in Pojoaque so people who are – once these agreements are done people who want to sell their houses should probably start the process to acquire a land assignment in Pojoaque or right-of-way under 169 if that's what they want to do and then once those are in place you would insure access under that. That's how I understand.

MR. FOX: I agree with your statement.

CHAIR ROYBAL: Thank you for that clarity. Commissioner Hansen, you had a question also.

COMMISSIONER HANSEN: So I'm also going to rephrase this so I'm very clear. What it means to have an exception – what it means is that you will still be able to get title insurance. You just have title insurance, with, what I'm understanding, exception is a title insurance term that grants these people – let's say Martha has a piece of property that has a gap issue in San Ildefonso, which I know she doesn't live there but I'm just using that as an example, and she will get title insurance to sell that property but it will have an exception on it, which is your term for the problem that you cannot guarantee. Is that correct?

MR. FOX: I think that's a very fair statement, Commissioner Hansen, and perhaps another way to look at it would be as a disclosure, as in we want you to understand that there is a land assignment upon which your access is dependent. We're not taking exception to access generally, as we do now in San Ildefonso. That is covered as a general policy term in all title policies. What we disclose and take exception to is the

fact that if there's a gap it's dependent upon a land assignment or whatever other documentation is provided, BIA grant of easement.

COMMISSIONER HANSEN: But they still will be able to get title insurance.

MR. FOX: Yes. Without that general access exception but with a specific disclosure about how the gap is covered.

COMMISSIONER HANSEN: I'm just trying to be as clear as possible.

MR. FOX: I appreciate your efforts. I'm trying to be supportive of your clarity.

COMMISSIONER ANAYA: Mr. Chair.

CHAIR ROYBAL: Commissioner Anaya.

COMMISSIONER ANAYA: If I could, just to continue this dialogue, because I think it's that important, is that currently, we have a gap issue where landowners have an exception with no option for mitigation to fix it. And so as we move forward in considering these agreements, what we're trying to put in place is in addition to the exception is a mechanism to rectify that exception.

MR. FOX: Mr. Chair, Commissioner Anaya, I would agree with that statement.

CHAIR ROYBAL: Was that it, Commissioner Anaya?

COMMISSIONER ANAYA: Yes, that's all I have, Mr. Chair.

CHAIR ROYBAL: Okay, thank you, Commissioner Anaya. So I'm going to go to my next public speaker, for public comment. Thank you, Mr. Fox.

CRISTELLA TRUJILLO NEAL: Good evening, Chairman Roybal, Commissioners Hansen, Anaya, Moreno and Hamilton. My name is Cristella Trujillo Neal and I have lived in El Rancho for 69 years so this issue is very important to me. I have more questions, I guess, than comments. The first thing I heard is that the BIA will be responsible for County Road 84 and I can tell you that that is a disaster for the non-Indians living along that road. We have had numerous residents from San Ildefonso Pueblo, one from Pojoaque Pueblo who actually left us her name and her phone number and actually covered the cost for driving into our mailbox. We have an adobe wall. And she paid for the repairs. San Ildefonso Pueblo residents have knocked down our adobe wall twice and they will disappear back into the pueblo. The last time one of our neighbors took pictures of the license plate and our insurance, who is USAA, my husband is an army retired officer, they pursued it and they were able to get the driver's insurance to pay for the cost.

We do not – I do not and most of my neighbors and residents of El Rancho do not walk our dogs. We have two little Bostons. I will not walk them on County Road 84-B for the fear that I will get hit by a driver from San Ildefonso Pueblo. We used to jog along 84-B. I don't do that anymore for fear of that. So for the BIA to have jurisdiction of 84-B or 84, that's the way it is now and what's going to change? Nothing changes for the non-Indians, for the residents of El Rancho who are not residents of the pueblo.

The other thing is that Santa Fe County emergency will also provide services on 84-B and 84. They do that now. So what changes? That's like a non-statement to me. It's already happening. When there's an accident on 84-B, right in front of our house – and that happens frequently – the Santa Fe County Fire Department and the ambulance will

come and take the injured person away. So nothing changes there, so I don't understand what this is. These are non-statements to me.

One of the things – there have been several accidents and there's going to be a serious accident on that road. How is Santa Fe County – what's going to happen to us if I get killed by a San I resident and they hightail it back to the pueblo, what happens? What's going to happen? What is the right of my family? What will happen? I don't know if you all have thought about that. Given it some consideration. I wish you would.

And then I heard someone say that the pueblo – I think it was the attorney – the pueblo and the BIA will not interfere with – and San I will come into our properties and they won't have anything to do with the utilities. Well, they better not, because it's private property. It's my private property. That's again, another non-statement. Why would the BIA and the pueblo come into my property? Now, you're smiling and you're making a face. Maybe I'm not as smart and as educated as you are, sir, but I'm concerned. If the pueblo or the BIA comes into my private property I will file trespass papers against them.

MR. FREDERICK: Mr. Chair, if I may – I'm sorry I was smiling. The reason I'm smiling is because other comments of other commenters have commented that everything is going to change, and we wanted to assure those commenters that not much is going to change. I think things will change for the better under these agreements. Some folks commented that they were confused by the agreement. They thought the agreement gave the pueblos the right to grant easements on private property. So my non-statement was that no, the agreement does not give the pueblos that right.

And somebody in your community had that question. So that's what we were answering. Somebody also had the question about whether emergency responders could get to private land still, even those that were BIA roads. And our answer is yes, they're still going to be able to get to private land within the pueblo just like they do now, because these will remain public roads.

So we're answering – we may not be answering questions you haven't posed yet, but we're answering the questions we have received.

MS. NEAL: So if they're public road, and there's an accident, will Santa Fe County Sheriff attend to the accident? Or it's just BIA?

MR. FREDERICK: Mr. Chair, in emergency response, whoever is closest is going to respond to that emergency. So it's likely going to be County or even City responders responding to that accident.

MS. NEAL: That's not the case now and if it's not really going to change, the BIA shows up, Santa Fe County Sheriff shows up, Santa Fe County Sheriff leaves and the BIA takes over. That's the way it is right now.

MR. FREDERICK: And so during the emergency response, you need to respond to the emergency but if BIA does show up and they can respond, yes, the Sheriff would cede jurisdiction at that point.

MS. NEAL: Santa Fe County will have jurisdiction then?

MR. FREDERICK: On a BIA road, but during the emergency response they'll respond to the emergency and act responsibly.

MS. NEAL: Okay. Thank you. I also heard somebody say – I think, was it you that said that the road does not belong to San I nor to El Rancho? There's no

ownership? Did I hear someone say that?

MS. MILLER: Mr. Chair, that was probably in reference to what I said. What I said is this agreement does not argue out who owns what roads. In other words, this agreement is that the County has certain rights and the pueblo has certain rights, and what we've agree to, instead of arguing and litigating about who owns what portion of what road, we're agreeing, both parties are agreeing to put the roads, all of the roads into BIA inventory so that we can resolve the road issues for all the roads, as opposed to one road does have a right-of-way, one road doesn't have a right-of-way. That doesn't help the constituents if you can only drive down half a road. Or if you can drive to the bridge but can't access the road on the other side of the bridge.

So the agreement, what the County and the pueblo were trying to do is instead of litigate or argue about who owns what road or who has greater rights on a road, as we said, let's agree to make them BIA roads so that we are making them public roads for public use for 99 and 99 years.

MS. NEAL: So even though they are BIA roads, they still can be public roads?

MS. MILLER: Mr. Chair, actually, if they are, Ms. Neal, if they are BIA roads they are most definitely public roads. That's the point of making them BIA roads. They must stay open to the public. They are public roads, just as they have been over the past number of decades and been traveled by the public and used as public roads, they would continue but guaranteed to be so for the term of 99 years and an additional 99 years.

MS. NEAL: So why are we paying – me as a taxpayer – why am I paying San I for these public roads that are going to become public roads?

MS. MILLER: Ms. Neal, we're not paying and you're not paying San I for these roads. As I said just previously to your husband's comments, we are not compensating see Pueblo for these roads. We are agreeing, both parties are agreeing to put all the County roads, County-maintained roads, 84, 84-A, 84-B, 84-C, 84-D into BIA inventory and two new roads are to be constructed. And that is what the County is paying for.

MS. NEAL: Okay. Thank you. Okay. So now I go to lender's title insurance. So, as I mentioned before, my husband is a US Army officer retired, and we applied for a VA loan to put in a solar system. And we were turned down because of this issue, the road easement. So after the agreements are in place – and we put our solar system in at our own expense but after the agreements are in place, will we be able to get a loan to do something else on our property without – will we be able to get a loan?

MR. FREDERICK: The short answer is yes. We are – I don't know what your particular circumstances are but these agreements should take care of 90 percent, probably over 90 percent of the access issues out there. If you didn't get a loan because you couldn't get title insurance, you couldn't get insurance for access, this should solve that problem.

MS. NEAL: Okay. Thank you. Okay, I submitted an email to you all, and it was asking for a little more time for us to review the agreements, the proposals. I haven't heard from anyone, and you all have taken quite a bit of time behind closed doors to negotiate. And now we were given something like at first 19 days for us to study the

agreements, make comments – just study them and understand them. And I'm wondering, what is the rush? Is it the regional water system? Why do we only get 19 days to study them and to really understand them?

MS. MILLER: Mr. Chair, when you take action on this is up to the Board, but as I've said, there are certain deadlines that have driven this whole process, including the contributing funds agreement and the legislature funding the water system. They had indicated to us that if we didn't come to some resolution on the road issue that the state is now – they didn't fund it last year, the \$9 million, would likely not fund it again this year.

CHAIR ROYBAL: Does that answer your question, Ms. Neal?

MS. NEAL: It does, but then it brings back questions that I have received from our community saying well, you know, do they know that most of us don't want the regional water system. So they're doing this so they can get the money from the federal government, from the state, and from the County? To me it's kind of bizarre, and like I said, I'm just a homeowner, and I want to understand and I know that you all have worked very hard, but we're working very hard ourselves trying to get our community involved, and we don't have the dollars. We don't have the resources. So when I ask that question or my husband had asked that question or other members of NNM Protects are asked that question, what do we tell them? Why do we only have 19 days? And I always say I think it has to do with the regional water system that we, most of the people in El Rancho, do not want.

MS. MILLER: I can try to answer that, Mr. Chair. The County is a party to the settlement agreement and the County committed to building the water system They committed to that years ago. This Commission continues to carry on what previous Commissions agreed to in the water settlement agreement, but three, four years ago, when the road issue became a significant issue for members of the community, the County Commission in September of 2015 stated that they would not appropriate funds for the construction of the water system until the road issue was resolved and the County is at a point with the federal government and our agreement with the federal government that we need to make the choice of funding the water system and moving forward with the settlement agreements on the road issues.

So it's not truly been a very quick issue. It's actually been something that the County's been trying to resolve for the community for the better part of four years.

MS. NEAL: Okay, thank you. And now I have a question for Mr. Fox. If we don't have a gap issue on our property and we want to sell, then the Superintendent needs to approve it? Or not approve it? No. Thank you. And now I have a comment. Why doesn't Santa Fe County Commissioners, instead of along with posting the upcoming meetings and the comments, also or meetings at least, send mail, not email, to county residents in the Pojoaque Valley. My mother is 91 years old and she has no idea what a computer is all about, and there are a lot of people at 60 and over who don't deal with computers. And we don't have the resources, I don't have the resources. I have tried sending out mailings. It's very expensive for me as an individual to do it, or as an organization to do it.

Instead of just throwing it on the website, why not spend some taxpayer money to send out mailings or put up a notice in the papers? Something.

CHAIR ROYBAL: I think that it would probably come down to costs but

I would let Manager Miller answer that. I think we do post in the paper but maybe not this meeting. So as far as sending out mailings to each individual in the area, the reason for that I would imagine be cost. Is that –

MS. MILLER: Mr. Chair, we couldn't – every time we have an issue in a particular area we couldn't send out –

MS. NEAL: Once a month? Once every two months?

CHAIR ROYBAL: Is it due to cost, Manager Miller?

MS. MILLER: It's incredibly expensive to do mailers.

MS. NEAL: Okay. Well, thank you all. You can see I'm very passionate and I really thank you for your patience and your understanding. Thank you, and for your hard work.

CHAIR ROYBAL: Thank you, Cristella. Can we have our next speaker? I think, Mr. Phillips, did you have a comment? I know you were – I think he had a comment for one of Cristella's questions.

DIANE ROYBAL: Commissioner, and other Santa Fe County Commissioners. My name's Diane Roybal, and after reviewing the settlement with San Ildefonso I just realized that my husband and I are probably not a part of it. After discussing this with Mr. Frederick here that was confirmed by him and the only way that we're involved in this agreement is through that gap that is mentioned within the agreement. And as Mr. Frederick mentioned, yes, I know you worked hard and tried to cover at least 90 percent of the area, my husband and I are part of the ten percent that are not being covered.

I'm a little disappointed with that. We live off of Tunyo Po. Our address is at 89-A Tunyo Po. And so therefore we have some property – we're landlocked, basically landlocked because our front yard belongs to San Ildefonso. We've had to pay a fee in the past to get into our property and I was hoping, I was really hoping and we were hoping that we would be covered in this agreement more so than we're being covered. So I just wanted to say that I am a little disappointed. We've been working on this for, jeez, I can't even begin to tell you how many years we've gone back and forth with this issue and I feel as a US citizen we should be able to have ingress and egress into our property. I think that's a citizen's right.

I understand that we're dealing with a sovereign nation but I feel like we're US citizens and we should have a say. We pay property taxes like everyone else but we are not being covered. Thank you for listening. I appreciate everything you've done and I appreciate you letting me speak.

CHAIR ROYBAL: Thank you, Diane. Okay, was there any other public comment? Otis, did you want to wait till the end? So we'll do all the public comment first and then Mr. Phillips had a statement.

HEATHER NORDQUIST: Good evening, Commissioners. I'm Heather Nordquist. I'm from the El Rancho area. I was in Vegas so I'm just catching up on this and I have a couple of quick questions I think. In Section 11 of the Nambe agreement it has a section, it's part B. And it's talking about road maintenance agreements and there's a sentence that says that the RMA may also permit the County to transfer to the BIA an agreed upon amount of funds to adequately maintain the BIA roads. So are you saying that you haven't decided who will be responsible for the maintenance of the roads in

Nambe?

MR. FREDERICK: Mr. Chair, I can try to answer that question.

CHAIR ROYBAL: Okay, Mr. Frederick.

MR. FREDERICK: So the agreement unequivocally assigns responsibility to maintain those roads, both at San Ildefonso and Nambe. Actually at all four pueblos. But Nambe and San Ildefonso specifically, it assigns the responsibility to maintain those roads to the County. They're going to have to negotiate a road agreement with the BIA to do that. Now, BIA inserted that little sentence that you're reading that says, well, if at the County's option, basically, if we want to pay, if instead of the County performing the maintenance, if the County wanted to work out an arrangement to give BIA some money for BIA to perform the maintenance we could do that, under the agreement. We could do that whether the agreement says it or not.

But the County unequivocally has the obligation to maintain the roads and we have no – I've heard of no plans to pay BIA money in lieu of the County's just maintaining those roads like it has all along.

MS. NORDQUIST: Okay. Second fine point on – this applies to both Nambe and San Ildefonso, there's a stipulation that the pueblo may temporarily close all BIA roads. Actually I don't think it says – it just says BIA roads. In the San I agreement it says all BIA roads for cultural activities. And I think we've commented to San I, and now Nambe's is very similar. When we know there's only a couple of gates – so today was feast day at San I and we're pretty aware of where those gates get closed, and this seems overly broad in both the agreements. If something can be done about that. I just think it makes people a little nervous that they could close any of the roads.

MR. FREDERICK: Mr. Chair, I can address that in a bit. So we have no indication from the pueblo that they're going to do anything differently before or after these agreements are signed or before these agreements are put into place. Federal regulations govern closing of roads. One of those regulations is cited in that specific provision. It refers to other regulations, so if they were closed they would have to be pursuant to those regulations.

MS. NORDQUIST: I'm not presupposing that there's anything funny going on. Just both of them are quite broad. Then on Pojoaque, Nambe that have those gap issues and a fee, I'm wondering if there's any further information on what nominal is. I don't see any definition of a nominal fee, if there could be any clarification on that.

MR. FREDERICK: Mr. Chair, nominal has a – the pueblo is going to determine what that is but nominal has a pretty well known meaning. Like I consider – when somebody comes for a road cut permit we charge them \$25 or \$50. That's what I would consider a nominal fee. It's not related to the value of the land. It's some processing fee or something like that.

MS. NORDQUIST: Okay, so I would encourage in both Nambe and Pojoaque that we just have a bit more of the process fleshed out. I know you're working on this. In our meeting on Thursday we heard from community members. There was some concern as to – especially in Pojoaque's agreement how they come at fair market value for the land assignments. For instance, we had a gentleman that had somewhere on the order of 10,000 square feet of gap. And so it becomes a non-trivial issue for people like that. So I'm to understand that all the costs in all the processes are to be put in the

tribal resolutions. And could we expect these before the meeting next week or should we not expect those before next week?

CHAIR ROYBAL: Governor Talachy.

GOVERNOR JOSEPH TALACHY: Commissioners, Chairman. I apologize. I'm not wearing a tie or anything like that. I'm a little dressed down. I was on my way to my daughter's basketball game and forgot about the meeting so I apologize. The pueblo anticipates that we'll be passing our ordinance on February 1st and as soon as that's passed we will post it online. And I can assure the public that we're being as fair as possible to both parties, making sure that we're treating our neighbors fairly and equitably and making sure that we're not – it does us no good to put any additional burdens on our community members. So we want to have a fair and equitable process. There's a process that we walked through last week, or I'm sorry. The week before, for the public meetings. The meetings were incredibly informative for us so that we can address some of the community's concerns and needs so we've drafted our ordinance to kind of address 99 percent of those needs. As with any other document, in order to continue to be fair and equitable we've got to continue to evolve and amend these agreements as I had mentioned at the public meetings so that it continues to be fair and equitable for everyone. So with that, thank you.

CHAIR ROYBAL: Thank you, Governor Talachy.

MS. NORDQUIST: So I just want to make a quick comment, because I'm sure everybody's sick of hearing me talk, but we do want resolution to this and I had mentioned to our Commissioner and to some others that within the community, we keep harping about all these jurisdiction issues, but we live on these roads. We've lived on these roads for a long time, some of us. This past week, the day of the Santa Fe *New Mexican* story about the rights-of-way and the costs to the County, I was outside and my neighbor came by and my neighbor stopped in the road, which is not uncommon in the country. Sometimes there's tractors. Sometimes there's dogs. But she stopped and was asking a question and a car flew by. And she honked, because the car was going really, really, really fast for that road. I think we're a 25 mile an hour zone. This was easily double that. And the person made a u-turn and came back and then started yelling at the person in the car. I was just in my yard with the dogs. But she basically said, didn't you read the papers? The roads are all ours and you're going to pay us millions of dollars for them. And I can do whatever I want. And drove off.

And she did come back and she apologized, but this is what we're dealing with. This is the amount of emotion and just – it's very raw and at that moment when someone squeals off and makes another u-turn, which she did to apologize, I don't know she's coming back to apologize. It's a very stressful situation for everyone involved and so I really do hope we can get to a resolution. These are my neighbors. I don't want any problem with my neighbors and I hope we get this done right and thank you for all your efforts in trying to do that.

CHAIR ROYBAL: Thank you, Ms. Nordquist.

BEVERLY DURAN-CASH: I'm just going to add to that real quick, because I know you guys have been very patient and I really appreciate you allowing the people that have made the time to come here to speak without a timer or anything. That means a lot. Beverly Duran-Cash. So I'm actually speaking right now as a resident

because I live right next to Heather and when she told me that happened it just made me sad. It made me sad for both the people in both areas because it did prove that there is a lot of anxiety and mistrust, and I'm really looking forward to that going away. It's going to take time.

And I just wanted to elaborate on the fact that Mr. Frederick, with all due respect, since we've been battling these things, you are like the third lawyer that we've gone through, and so unfortunately, our experience has been as a community that sometimes the simplest terms that a lawyer has told us will stick has not stuck. And so we're just asking – we're not trying to be nit-picky. We're trying to figure out how to take the wording and be more precise, because it's come out on the JMEC utilities, those type of things, it's come back to bite us, where we thought fair market value was within reason or we thought nominal was within reason. It depends on the definition for the people that have the power to grant that number.

And so we have lived it. And so we're just hoping that you would help us. Because right now, there is a lot of mistrust on both sides, unfortunately. And so the more that we have that's defined, within our control, the better that people feel safe and fair. And with that, I'm just going to end by offering something. I know that Commissioner Roybal, you've tried very hard to have meetings and you had meetings for the public in each area. We tried last Thursday as a community organization to have a meeting pretty much just to see if more of the community would come in and just talk. We weren't there to define anything that your staff was doing. They did that throughout the meetings. They spoke most of the time. We just wanted people to come in and feel safe and have the time to give their concerns and so we invited the Commissioners to come. Not to answer questions, even though I'm sorry you had to at times, but mostly for you just to listen to what we hear.

With that being said, we're still getting all kinds of calls. I got two last night where people are freaking out because they heard about the gentleman who has 10,000 square feet in Pojoaque is going to have to pay up front \$20,000. And I don't even know if that's a good number. I know that they said it had to have upfront. The gentleman is in his late 70s. So I had people calling and saying, well, what are they going to charge me? And are they going to block the bridges and so people are hearing about it and they're getting anxiety.

I don't know what else we can do to get the word out. I don't know what else we can do to draw them in. We try. A lot of these questions that you see that our board is giving you is not because they have no other thing to do in their life. We all just came from work and we're tired. But we're trying to get all the questions, all the questions we can and give them to you so that we feel that we're expressing our community's voice.

So I appreciate your being patient. I know we're redundant sometimes, but sometimes they ask us the same thing too. And so our goal is at the end of this, I just want you to know that when the decision is made on these agreements, that's when the real work starts, because that's when we start executing these things. And so we're hoping to be able to go out to the community and at that time when it hits them, they're going to stand up and say what's happening. And so we're hoping to be prepared through all these discussions to be able to give them information. And most of the time I've been sending them to Commissioner Roybal with his number and his email and saying you

have to ask because time is limited.

So I just wanted to say that after this, we do need to come together, try to get the community, those ten percent, try to get them some help or understanding on what's going to happen, if there's anything we can do. Sure would be nice if we could have some caps or something so they're not intimidated about what that's going to be. I don't know if that's possible but anything we can do to kind of get people to come off the edge when this happens would be really probably a smart move on everyone's part. And so NNM Protects hopes that we can help with that in some way and so thank you for answering our questions because that's what we're trying to do. We're trying to get some information out that you all have the answers to.

CHAIR ROYBAL: Thank you, Ms. Cash. Dave, you had something else?

MR. NEAL: Thank you for allowing me to speak again, Commissioners, I appreciate that. I think I realized what was going on here. I think we can issue lender's title insurance at any time we want. The problem is that the banks aren't going to accept the title policy less than the life of the loan because if they have to foreclose on the house they have to be able to get to that house and so the access issue, particularly with this interim, I'm really curious to know how the banks are going to treat a title and lender's policy with an exception on the access to some extent, and in some sense, how are they going to issue it for less than 30 years, which is normally what people get a loan for. So I'd be really curious to hear what the banks got to say about this as well as Frank.

CHAIR ROYBAL: Okay, was there anybody else from the public? No. Okay, Mr. Phillips. Governor Mountain, did you have something?

MR. PHILLIPS: Thank you very much, Commissioner. I'm going to try to explain gap and affirmative coverage and so forth. Hopefully everybody in this room will be able to understand a little bit easier. And I'm going to have to get away from the microphone. I'm Otis Phillips with the OSI, the Office of the Superintendent of Insurance and I'm with the Title Insurance Bureau. And just to say over again, in some of the meetings that I've been in is I'm hoping that we rely and keep on the focus of title insurance. And people out there, there's young families, they can't build, they can't get construction loans, there are older individuals like myself – I don't live out there but like myself but if you need to get your equity out of your house and so forth to meet medical bills and so forth, you can't do it because you can't get title insurance. Okay?

So I'm going to try to explain what the gap and affirmative coverage is, and I'm going to suggest that this space right here, that space is the 25-foot centerline. It's the public road if you want to call it that. And I'm going down the road and that's where I live. To get to that I have to have a right of access. And that's what's called the gap, and until we do the surveys, the County does all the surveys and so forth, until those surveys are done we still have to rely on that is access to where I live and that's called a gap. All right?

So to get affirmative coverage, which we're going to have to go through and change some rules to do that, what we know is we've got a settlement agreement and we know that everybody's agreed to it – the County, the pueblo, the BIA and so forth, and we've got to do all the surveys, and that's not going to happen overnight. Okay? And the County is going to do that survey and they're going to have this area for access because this is how I get to my house. After that survey is done I will have a record that I now

have access, but right now, all I've got to rely on and all the title insurance industry's got to rely on is the settlement agreement. And we're going to agree to that settlement agreement but we're also going to put in there affirmative coverage where we have to tell the lenders that this document is out here and we haven't finished the survey. But as soon as we finish the survey and so forth you'll have total access for coverage.

But until all of that is done, until the road is paved or whatever has to be done, the County does, until that survey is made to show where my access is and everybody agrees to it, then I can go get title insurance without any kind of exception in it and so forth because it's now of record. All right? But until it gets of record, we're going to give affirmative coverage and anybody that needs title insurance can get title insurance.

Now, I hope this helps just a little bit in explaining how we get there and how long it's going to take. It's not going to be overnight; that's a given. It's going to take time and we all have to be patient. And there are people out there right now waiting to be able to get title insurance just so they can build their homes. Any questions?

MR. NEAL: Isn't the decision made by the bank, whether or not they're going to accept that?

MR. PHILLIPS: And they will. We've talked to lenders. The industry has talked to lenders. The lenders have accepted what we're trying to do here. We're not sitting on our butts. We're doing something about it.

MR. NEAL: I did not know that. Thank you.

MR. PHILLIPS: Yes, sir.

MR. ROYBAL: The County has to survey that gap? Right?

MR. PHILLIPS: Well, what I'm saying is if the settlement says that the County does the surveys, then that's who's going to do the surveys.

MR. ROYBAL: What if the road's already been surveyed by a professional land surveyor and not the County?

MR. PHILLIPS: You have to ask them.

MS. MILLER: Mr. Chair, just for everybody's information, that circumstance that Mr. Roybal's talking about is not off of one of the County-maintained roads. So there are other properties within pueblo boundaries that are not off of County-maintained roads. They might be off of tribal roads or they might be off of private roads. And these agreements do not cover those.

MR. PHILLIPS: Thank you. Thank you very much for allowing me to do that.

CHAIR ROYBAL: Thank you, sir. Okay, so I'm going to ask one last time. Governor Mountain did you have – and Governor Talachy.

JAMES MOUNTAIN: Mr. Chair, Commissioner Roybal, Commissioner Hansen, Commissioner Hamilton, Commissioner Moreno and Commissioner Anaya, good evening. I'm James Mountain, former Governor of San Ildefonso. I've been asked to come speak tonight on behalf of Governor Terrence Garcia. He sends his regards. He could not be here. As was mentioned earlier, today is the feast day of San Ildefonso Pueblo. And our entire pueblo has been engaged in those activities and I was asked to leave earlier and come and represent the pueblo. And it's an honor to be here and thank you for the time.

As is proper, as I'm looking at your motto, protection of property, religion and

language, Governor Garcia and our elders had asked me to send the blessings as well before I read the statement prepared by Governor Garcia of what San Ildefonso's feast day on this particular day stands for in regards to the thoughts and prayers and the laughs, thinking about those who have come before us, that go back many, many years, centuries and those that are here now and those that are to come, for all of us, not just as he specifically reminded us in the words that were given to me today, those blessings are not only just for us at San Ildefonso but for all of our people and all of the world and all of the things that are good, bad and ugly, so that we can all get together and have a collective effort in moving our lives forward. So I bring those blessings and offer as what we say in our language, [Tewa] live a long, prosperous life. So with respect I bring those blessings as I was asked to, to all of us and to all of our community members.

As former Governor, in reading Governor Garcia's statement, I was part of the early negotiations with Santa Fe County on the roads that began long before this most recent round of negotiations. This shows the effort of the pueblo and the County to try and find a way to fix the roads problem. This also shows how open and respectful government to government relations between the County and the pueblo can and should work. What wasn't seen or maybe appreciated were the resources that each party committed to this process. There was a leadership participation from all the parties, from the Governor and Council, the Interior Department, the County Commission, from the other stakeholders, such as the insurance companies, from our community members, who met over a period of months.

It was the work and resourcefulness of the staff and other personnel who worked to support the meetings to keep the process moving. There was constant professionalism and respect that everyone maintained, even during difficult times and negotiations. Many people contributed in many different ways to the solution. I hope that we all recognize the good work of the County, the Interior, and San Ildefonso representatives during the negotiations. Finally, there was true give and take and compromise and an exhaustive review of all the important issues and that's what makes this a good and fair agreement.

Again, what was negotiated between the pueblo and the County is a fair and reasonable solution for the roads issue. We hope the settlement now allows the County to sign the contributive funds agreement to fund the County's share of the regional water system. The Pueblo de San Ildefonso fully supports the road settlement agreement and I have already signed, as Governor, the agreement on behalf of the pueblo prior to the end of my term. That was signed on January 2, 2018 by myself.

Furthermore, the pueblo asks the Santa Fe County Commission to unanimously approve the San Ildefonso roads settlement agreement as a show of its hard work and commitment to the positive resolution. In closing, I want to thank you personally, Commissioners, for your dedicated, your committed, your honest efforts. I know that a lot of time and resources went into this by all of us. I also want to recognize our staff, Ms. Miller and your staff, the pueblo staff. We spent countless and tireless hours and I also want to recognize our predecessors that have come before us. I want to thank you for that commitment again as a partner, not only in this agreement but also in our water settlement. I think that with what has transpired over the last few years and what I have learned is that we as leaders have the ability to move our communities forward when we can sit at the table and be honest in our discussions and we can have frank discussions

where we can make decisions on behalf of the people we represent and it can serve as a basis and a foundation and a model that can help this state and be more specific in the future of our Pojoaque Valley Basin.

And I look forward to the continued efforts, and again, I really appreciate the discussions we've been able to have over the last few months and I appreciate the time tonight. Thank you.

CHAIR ROYBAL: Thank you, Governor Mountain. Governor Talachy.

GOVERNOR TALACHY: Mr. Chair, Commissioners, I too just want to thank you all. There were lengthy and tough conversations that we had to deal with an issue that has been ongoing for generations. So we are hopeful that we can finally close the book in this chapter, or close this chapter of the negotiations between the County and the pueblos and we can move on. I also wanted to thank particularly Ms. Miller. I know she's grinded through and I'm sure we've given her a few more white hairs than she had before, but truly appreciate all the efforts that she put in as well as all the attorneys and staff with the County.

I know that within America we've struggled with trying to find common ground and I think this provides a model with at least the spirit and the idea that if we can't find common ground we can find compromise and we can come together in the end. Land and water are two of the most important resources that we have and so it hasn't been easy. It has not been easy for either party or for any of the parties, whether it's the tribes, the federal government or the County. But I am comfortable with the agreements that we've come up with with the County. I am hopeful that this will be passed and I'm looking forward to the next challenges that we have. I look at our relationship with our community and even the County as that of a family. If we're not fighting outside threats, we're fighting with each other and that's the way it should be. I don't call it fighting but we're working with each other. We're evolving.

And so again, has been mentioned before by other individuals in this room it's time for us to come together. There is a huge issues out there such as drugs, such as crime that are going on out there that we have to address. What we cannot address individually we have to address it collectively and together. And so we're hopeful that we can close this chapter and move on. Obviously, as we've heard, no agreement is going to be perfect, but if we can lay the foundation for the future that's more power to us. So thank you all, particularly to you, Commissioners, Ms. Miller, who's that guy over there? Mr. Flores, I appreciate all your help as well. And to all the other community members, I know it hasn't been easy but I'm very, very proud to be from the Pueblo of Pojoaque Valley. I live in Cuyamungue. I'm a private landowner. I'm a tribal member and I'm hopeful that we get to the solid point, get this out of the way and we move on and we start addressing the other issues coming up in our community. We've come together before and we'll come together again. It just takes a little time. So thank you.

CHAIR ROYBAL: Thank you, Governor Talachy. Is there anyone else that would like to give a comment before I close public comment? Okay. I'm going to go ahead and close public comment and we're going to move on to our next item.

IV. 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, and Discussion of the Purchase, Acquisition or Disposal of Real Property or Water Rights, as Allowed by Section 10-15-1(H)(8) NMSA 1978, Including the Following:

1. Rights-of-Way for County Roads on Pueblo Lands

CHAIR ROYBAL: Can you give us a summary of what we're going into executive session for, Mr. Frederick?

MR. FREDERICK: Yes, Mr. Chair. We're going into executive session to address 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, and discussion of the purchase, acquisition or disposal of real property or water rights, as allowed by Section 10-15-1(H)(8) NMSA 1978, including the following: rights-of-Way for County roads on pueblo lands.

CHAIR ROYBAL: Okay. Thank you, Mr. Frederick. I just want to tell everybody that was here tonight, thank you for being here and taking time out of your evening. I really appreciate it. So we have a summary of what we'll be going into executive session for.

COMMISSIONER HANSEN: So moved.

CHAIR ROYBAL: We have a motion.

COMMISSIONER HAMILTON: Second.

CHAIR ROYBAL: And a second. Can we have roll call, Madam Clerk.

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

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

CHAIR ROYBAL: So we're going to go into executive session. I would imagine it could take up to an hour, maybe less. I couldn't say for sure, but I think that there is still on our agenda when we get back out is Concluding Business, including the election of the Board of County Commission Chair and Vice Chair.

COMMISSIONER ANAYA: Mr. Chair.

CHAIR ROYBAL: Commissioner Anaya.

COMMISSIONER ANAYA: Mr. Chair, I won't be participating in executive session, and on the action items coming out of executive session, I vote with

my colleagues on those matters. Reflect my vote with the majority and the wishes of the Commission as a whole. Thank you, Mr. Chair.

CHAIR ROYBAL: Thank you, Commissioner Anaya.

[The Commission met in executive session from 7:36 to 9:03.]

CHAIR ROYBAL: Okay, good evening. We're going to come out of executive session. Can I get a motion to come out of executive session?

COMMISSIONER HANSEN: I move that we come out of executive session and that the only people that were in the room were County Commissioners Hamilton, Roybal, Hansen and Moreno, County Attorney, Bruce Frederick, County Manager, Katherine Miller, Assistant County Attorney Rachel Brown, Deputy County Manager, Tony Flores, and the thing that we spoke about, discussed, etc. was rights-of-way of County roads on pueblo lands.

COMMISSIONER HAMILTON: Second.

CHAIR ROYBAL: So we have a motion and a second.

The motion passed by unanimous [4-0] voice vote. [Commissioner Anaya was not present for this action and indicated that he would vote with the majority.]

V. CONCLUDING BUSINESS

A. Election of Board of County Commission Chair for 2018

COMMISSIONER HAMILTON: Mr. Chair.

CHAIR ROYBAL: Commissioner Hamilton.

COMMISSIONER HAMILTON: I'd like to start out by thanking you for your past year of service. I think you just did an outstanding job bringing especially all three of us new Commissioners into the fold and that was very much appreciated. So thank you very much for your service and for the example you set. And having said that I would like to nominate Commissioner Hansen for Chair.

CHAIR ROYBAL: Thank you, Commissioner Hamilton. I appreciate the kind words. So we have a motion. Do I hear a second?

COMMISSIONER MORENO: I second the motion.

CHAIR ROYBAL: So we have a motion and a second for the Commission Chair.

The motion passed by unanimous [4-0] voice vote. [Commissioner Anaya was not present and indicated that he would vote with the majority.]

V. B. Election of Board of County Commission Vice-Chair for 2018

CHAIR ROYBAL: Do I hear a nomination?

COMMISSIONER HANSEN: I would like to nominate Commissioner Hamilton as Vice Chair for 2018.

CHAIR ROYBAL: Okay, I'll second that. We have a motion and a

second.

The motion passed by unanimous [4-0] voice vote. [Commissioner Anaya was not present for this action but indicated that he would vote with the majority.]

MS. MILLER: Mr. Chair, I just did want to remind you that Commissioner Anaya did want to be shown as voting in the affirmative, with the majority on both of those actions.

CHAIR ROYBAL: Thank you, Manager Miller. Congratulations to Commissioner Hansen and Commissioner Hamilton for their nominations for Chair and Vice Chair. I look forward to working with you guys and whatever I can do to help you, let me know.

COMMISSIONER HAMILTON: Absolutely. Thank you, sir.

CHAIR ROYBAL: Commissioner Hansen.

COMMISSIONER HANSEN: I also want to thank you, Commissioner Roybal, for being such a great example and such a good chair and I have really enjoyed working with you and getting to know you and I look forward to getting to know you even better in the following years to come.

CHAIR ROYBAL: Thank you, Commissioner Hansen. I appreciate that. Commissioner Moreno.

COMMISSIONER MORENO: In the same vein, you set a good example for a rookie like me. You shepherded our deliberations coolly and competently. I aspire to achieve that myself.

CHAIR ROYBAL: Thank you, Commissioner Moreno. I'll go ahead and close out the meeting.

III. C. Appointment of Santa Fe County Commissioners to the Santa Fe County Investment Committee

MR. FLORES: So Mr. Chair, since we have now an appointment of the Chair and the Vice Chair, what I need from the Board is the appointment of an alternate member to sit on the Santa Fe County Investment Committee.

CHAIR ROYBAL: Commissioner Hansen.

COMMISSIONER HANSEN: I would like to nominate Commissioner Moreno to be on the Investment Committee.

CHAIR ROYBAL: Okay. We have a motion. Do I hear a second?

COMMISSIONER HAMILTON: I'll second.

CHAIR ROYBAL: So we have a motion from Commissioner Hansen and a second from Commissioner Hamilton.

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

D. Adjournment

CHAIR ROYBAL: I'd like to see if there's any other announcements from the

Commissioners. We don't have that on our agenda this evening but if there's any other announcements from Commissioners. Commissioner Hansen.

COMMISSIONER HANSEN: I want to remind everyone it's Santa Fe County Day at the legislature on January 25th. I can't promise that I will be there but I hope that other Commissioners will make it.

CHAIR ROYBAL: Thank you for making that announcement, Commissioner Hansen. Are there any other announcements? Manager Miller? Commissioner Moreno?

MS. MILLER: Mr. Chair, just a reminder that next Tuesday, January 30th is our regular BCC meeting. This was a special BCC meeting, but that is our regularly scheduled BCC meeting. We have five Tuesdays in January and I just wanted to remind everybody that is our regularly scheduled meeting for the last Tuesday of the month. We start with Housing at 1:00 and then our regular Commission starts at 2:00/

CHAIR ROYBAL: Thank you for that, Manager Miller. And in closing I'd like to say thank you to everybody, all the supporting staff for this last year as the Chair. It's been my honor to serve and I look forward to working with each and every one of you, the new Chair and the new Vice Chair. So thank you and have a great evening.

Having completed the agenda and with no further business to come before this body, Chair Roybal declared this meeting adjourned at 9:10 p.m.

Approved by:



Board of County Commissioners
Anna Hansen, Chair

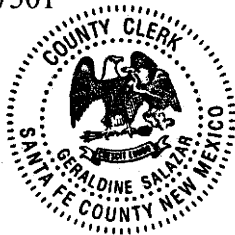
ATTEST TO:


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

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