

SANTA FE COUNTY

BOARD OF COUNTY COMMISSIONERS

REGULAR MEETING

December 13, 2016

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

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I. A. This regular meeting of the Santa Fe Board of County Commissioners was called to order at approximately 2:15 p.m. by Chair Miguel Chavez in the Santa Fe County Commission Chambers, Santa Fe, New Mexico.

B. Roll Call

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

Members Present:

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

Members Excused:

None

C. Pledge of Allegiance

D. State Pledge

E. Moment of Reflection

The Pledge of Allegiance was led by Erin Ortigoza, the State Pledge by Erle Wright and the Moment of Reflection by Lucy Foma of the Growth Management Department.

- I. F. **Approval of Agenda**
1. **Amendments**
 2. **Tabled or Withdrawn Items**

CHAIRMAN CHAVEZ: Manager Miller, will you walk us through the agenda? We have some amendments and some tabled items as well.

KATHERINE MILLER (County Manager): Yes, Mr. Chair. We posted the amended agenda on December 9th at 2:49 p.m. and these amendments and items have

been either tabled or withdrawn. So on the first page of the agenda, item G, approval of minutes, item 2 was amended to – those canvassing board meeting minutes were actually combined into one set of minutes and that is item 2 and therefore, item 3 was withdrawn. Then on page 2 under the consent calendar, miscellaneous items, the presentation of the audit I would like to actually have that moved to the first action item. We do have our auditors here to give you a briefing of the results of our audit. And then on page three, action items – I know on number 6 there is an amendment to that item. It will still be where it is on the agenda but there is a proposed amendment to that item that I believe will be handed out to you to add an additional recital. Then on page 4, item 3.c.3, the approval of the MOU with BLM that has been tabled. We are still working on language on that item. And, then also item 3.c.6 has been tabled. We are verifying some information on that item that was requested. And then on page 5, item 3.c.10 was added; that's approval of the lease. And, also, item 4, matters from the County Attorney, those items in Executive Session to be discussed were added and then potential action on those items B, C, D and E and F were added to the agenda. So all of the items that were added for Executive Session there are potential action items for those. And then on page 6, matters of public concern, I know that Vets for Peace have been invited to attend and speak so I don't know if you want to move that up if they are here. And then also item 7, A.2 there will be an additional item, I'm sorry, it will be under matters from the Commission Tony Mortillaro from NCRTD has been invited to just bring up a couple of items if he is here.

CHAIRMAN CHAVEZ: Well, actually, could we have RTD under the presentation of the agenda; they only need maybe five minutes.

MS. MILLER: That's where I was adding them, yes, they are seen as item 3 or item 2.A under the matters from the Commission. And then, sorry it's a long agenda since it is the last one of the year. I think those are all of the changes to the agenda that I have.

CHAIRMAN CHAVEZ: What I would like, if it is okay with everyone else, if we could have the RTD presentation after the audit presentation.

COMMISSIONER STEFANICS: Mr. Chair.

CHAIRMAN CHAVEZ: Yes.

COMMISSIONER STEFANICS: I also heard a subtle request to move the Vets for Peace up earlier.

CHAIRMAN CHAVEZ: I am trying to coordinate with them and they are anticipating being here for matters of public concern but if they are here earlier we can accommodate them. But I know that that's their target. That's what they're looking for.

COMMISSIONER ANAYA: Mr. Chair, if we could, it is my understanding you were going to take comments on action items and I just wanted to ask, we probably have at least 10 people here that wanted to make some brief comments relative to the Cyclone Center. I know that item is later in the meeting but could we maybe have matters of public concern earlier and then one later so that they could make some brief comments?

CHAIRMAN CHAVEZ: So this is a request for the approval of the Stanley Cyclone Center operational documents; is that what you're referring to?

COMMISSIONER ANAYA: Yeah, we don't have to bring the item up if

you don't want to do that now but if they could – the people that came, if they could speak at the beginning under matters of public concern, that would be appreciated, Mr. Chair.

CHAIRMAN CHAVEZ: That would be fine.

MS. MILLER: Mr. Chair, what I would suggest then is that we do after we do consent and the presentation of the audit, that's when we would do matters of public concern and the RTD item.

CHAIRMAN CHAVEZ: Right, because I would like to allow some public on resolutions, limited comment maybe three minutes because we do have a lengthy agenda. We do have someone here from the League of Women Voters that would like to speak to the Crisis Triage resolution. So I do want to accommodate them and we can do that but we just need to be sensitive with our time.

COMMISSIONER ANAYA: So, Mr. Chairman, with that I would move for approval of the agenda with the amendments as stated having the matters of public concern after the audit presentation; is that what you suggested, Ms. Miller?

MS. MILLER: Yes, please.

COMMISSIONER ANAYA: And then one later at your discretion, Mr. Chairman.

CHAIRMAN CHAVEZ: Yes, and just remember we are going to move RTD after the audit presentation.

COMMISSIONER ANAYA: So you want to do the audit presentation, RTD, and then matters from public concern and the other amendments as stated by the Manager.

CHAIRMAN CHAVEZ: Yes, thank you. Okay, so there's a motion to amend the agenda. Do I hear a second?

COMMISSIONER HOLIAN: Second.

CHAIRMAN CHAVEZ: Motion and a second. All those in favor?

The motion passed by unanimous voice vote.

- I. G. **Approval of Minutes**
 - 1. **Request Approval of November 8, 2016, Regular Board of County Commissioners Meeting Minutes**

CHAIRMAN CHAVEZ: Any changes from staff?

COMMISSIONER STEFANICS: Mr. Chair.

CHAIRMAN CHAVEZ: Yes.

COMMISSIONER STEFANICS: I would approval of the November 8th regular Board of County Commissioners minutes.

COMMISSIONER HOLIAN: Second.

The motion passed by unanimous voice vote.

- 2. **Request Approval of November 10 and 18, 2016, Canvassing Board Meeting Minutes**

CHAIRMAN CHAVEZ: Do I hear a motion for approval?
COMMISSIONER ROYBAL: So moved.
COMMISSIONER ANAYA: Second.

The motion passed by unanimous voice vote.

II. CONSENT AGENDA

CHAIRMAN CHAVEZ: Is there anything that needs to come off the consent agenda for a brief discussion?

COMMISSIONER ANAYA: Mr. Chairman, I would just note that there are several budget adjustments that translate into resources into the community. Resolution for a budget increase for the SWIFT, US Marshals Task Force, \$5,000; resolution for budget increase to adjust disbursements for allotment, \$75,000; EMS resources, \$4,300; a grant awarded from DOT for the DWI clerical position, \$60,000; resolution to increase project funding allocation for Alamo Lane, Los Pinos Road, La Tierra Subdivision and Eldorado Road improvements, \$365,000. So I would just not those on the record, Mr. Chairman, as they do provide direct resources to the community.

CHAIRMAN CHAVEZ: I appreciate you doing that, Commissioners. And often when we approve things on the consent we don't have the opportunity to highlight the significance in what the resolutions bring to the community. But in the resolution that you highlighting increasing the project funding allocation for Alamo Lane, Los Pinos Road and La Tierra Subdivision along with Eldorado Road improvements, these are the basic services, road improvements that we all depend on to get us from place to place and we know that the County staff does a good job at maintaining those roads considering the challenges that they are faced with. But I did want to point out La Tierra Subdivision, I did want to mention them as a special kind of project in the sense that his homeowners association also understands that the County has challenges and has committed to our road fund to help the County in these areas with road improvements. So I just wanted a shout-out to that homeowners association.

Any other discussion on consent; Commissioner Roybal?

COMMISSIONER ROYBAL: On item 6, I wanted to see if Mr. Shaffer could give some highlights of any changes?

CHAIRMAN CHAVEZ: So this is a resolution determining reasonable notice for public meetings during calendar year 2017. Is that the one you were asking about?

COMMISSIONER ROYBAL: Yes.

CHAIRMAN CHAVEZ: Okay, that would be public meetings during the calendar year 2017 for the Board of County Commissioners and committees; do we have staff?

MS. MILLER: Mr. Chair, Commission, I don't think that we made any changes to the meeting resolution other than the dates. So it's the same resolution that we do each year except I believe that if you notice on appendix 1 of that resolution we changed the dates to reflect to the second and last Tuesday of every month in the year

2017 except for December only has the second Tuesday of the month and all of the others would be the schedule like we've had this year except we did not leave a month out like we did this past year. That ended up being a whole lot of stuff the following month. So we are requesting that that resolution have those dates and that's the only thing that was different in the resolution.

COMMISSIONER ROYBAL: Thank you.

CHAIRMAN CHAVEZ: So we need a motion to approve the consent agenda.

COMMISSIONER ANAYA: So moved, Mr. Chairman.

COMMISSIONER HOLIAN: Second.

The motion passed by unanimous voice vote.

A. Final Orders

1. **CDRC CASE #Z/PDP/FDP 15-5130 Ashwin Stables. Don Altshuler, Applicant, James W. Siebert & Associates, Agent, Requested Master Plan Zoning, Preliminary and Final Development Plan Approval to Allow an Equestrian Facility on 2.71 Acres ±. The property is Located at 10 Heartstone Drive, within Section 4, Township 17 North, Range 9 East, (Commission District 2) Jose E. Larrañaga, Case Manager (APPROVED 4-1)**

B. Resolutions

1. **Resolution No. 2016-131, A Resolution Requesting a Budget Increase to the Law Enforcement Operations Fund (246) to Budget One (1) Grant Awarded Through the US Marshals SWIFT Task Force / \$5,000 (Finance Division/Don Moya)**
2. **Resolution No. 2016-132, A Resolution Requesting a Budget Increase to the Fire Fund (209) to Adjust the Budget Allotments to the Actual FY-2017 Disbursement Amount Awarded for an Increase of \$75,211 (Finance Division/Don Moya)**
3. **Resolution No. 2016-133, A Resolution Requesting a Budget Increase to the EMS Fund (206) to Adjust the Budget Allotments to the Actual FY – 2017 Disbursement Amount Awarded for an Increase of \$4,375 (Finance Division/Don Moya)**
4. **Resolution No. 2016-134, A Resolution Requesting a Budget Increase to the Law Enforcement Operations Fund (246) to Budget One (1) Grant Awarded Through the New Mexico Department of Transportation for Highway Safety Projects DWI Clerical Position / \$60,500 (Finance Division/Don Moya)**
5. **Resolution No. 2016-135, A Resolution Requesting an Increase to the Project Funding Allocation for Alamo Lane, Los Pinos Road, La Tierra Subdivision and Eldorado Road**

- Improvements, and Requesting a Budget Increase in the Road Projects Fund (311) to Budget Grants Received for those Projects / \$365,000 (Finance Division/Don Moya)**
6. **Resolution No. 2016-136, A Resolution Determining Reasonable Notice for Public Meetings During Calendar Year 2017 of the Board of County Commissioners of Santa Fe County and for Boards and Committees Appointed By or Acting Under the Authority of the Board of County Commissioners; Establishing Permissible Meeting Locations and a Webcast and Broadcast Policy; and Rescinding Parts of Resolution No. 2015-172 (Legal Department/Gregory S. Shaffer)**
 7. **Resolution No. 2016-137, A Resolution to Authorize the County Fire Marshal and County Fire Protection Specialists To Issue Citations for A Violation of Santa Fe County Ordinance No. 1998-11, the Fire Prevention Code, and Santa Fe County Ordinance No. 2001-11, Santa Fe County Urban Wildland Interface Code (Public Safety/Fire Department/Jaome Blay)**

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

III. ACTION ITEMS

C. Miscellaneous

1. **Presentation of Audited Comprehensive Annual Financial Report for FY**

LYNETTE KENNARD (Finance Department): Mr. Chair, Commissioners, Santa Fe County has completed our fiscal year 2016 comprehensive annual financial report. Included in this report are the results of our annual audit. Santa Fe County engaged in a contract with REWD LLC to conduct the audit of the County's financial statements. They are here today to give a short presentation of the audit results. So with that, I would like to introduce Joshua Trujillo and Rufina Rodriguez from REDW.

JOSHUA TRUJILLO: Thank you, Mr. Chair and Commissioners to present the results of the 2016 fiscal year audit. This was the first year that REWD was contracted to perform the County's audit and really just to give a high level of the results from the 2016 audit and I'll do that in a minute but we did have a separate exit conference with certain members of the County Commissioners as well as members of management before the audit was finished and ultimately the audit was submitted to the State Auditor's Office before the November 1st deadline. So the audit has been completed for about a month and a half now and we'll present the results of the audit with you here today.

Really, I try to break the audit up into three phases and issue a report on each of those three phases of the audit. The first phase is on the financial statements of the

County which are represented in that comprehensive annual financial report and that first phase regards us actually auditing the numbers in the financial statements and issuing a report as to whether we think the numbers in the financial statements are materially correct. And we issued a non-modified or a clean opinion on the financial statements of the County which is the highest level of assurance that we can provide as part of an audit.

The second phase of the audit really is over the internal controls of the County and that is internal control over the financial statements of the County as well as internal controls over compliance with laws and regulations. And as part of that phase of the audit if we identify any weaknesses in internal control we would identify them to you and report them to you. And as part of the internal control phase of the audit we identified one significant deficiency and that significant deficiency was reported related to grants management. There are three levels of deficiencies that we can report. The highest level being a material weakness, the middle level being a significant deficiency and the lowest level being just a control deficiency. So we didn't identify any material weaknesses which is the highest most severe level of deficiency which is positive for the County. The one finding that we did report relates to again grants management and really relates to the fact that as part of our audit of the grants that the County operates we did have some adjustments to certain grant balances or to grant activity as part of the audit and because of that we reported a finding related to the fact that there are a lot of grants administered by the County and the County is starting to centralize the administration of those grants and I think with that, management put a response together that hopefully, you know, that centralization will remedy that finding going forward.

We did identify one lower level control deficiency also and that really relates to compliance with cash receipt requirement under the State Audit rule and basically there was one receipt we tested that was deposited more than 24 hours after it was received. That is just a rule of the State Auditor and we identified one issue of non-compliance with that rule so it is reported as a finding as part of the audit.

And then the third phase of the audit relates to a single audit or a federal awards compliance audit and as part of that audit we select programs to audit from all of the grants that the County administers. And we audit whether the County complied with those rules and regulations. And as part of that phase of the audit we did identify one finding related to the Section 8 housing choice vouchers program and that relates to housing assistance payments. There were housing assistance payments made to a tenant throughout the year at an incorrect amount. The Housing Authority actually identified the error but they overcorrected that error so that resulted in a tenant being paid \$65 more over the year than they should have been and because of that, you know, the calculation of those payments is set in the awards department so we reported that as a finding also.

Otherwise the only other thing that I would like to mention as part of the audit is that this is the first year that we've been contracted to perform the audit and as such there was a lot of learning that occurred on our side and I would just like to say that we appreciate all the help that the accounting and other departments in the County gave to us because we did spend a lot of time and effort learning the County's operations and you have a great staff in place that really worked with us to get the audit done on time and it was very cooperative so we appreciate that.

CHAIRMAN CHAVEZ: Thank you for your presentation.

COMMISSIONER STEFANICS: Mr. Chair.

CHAIRMAN CHAVEZ: Yes, Commissioner Stefanics.

COMMISSIONER STEFANICS: I'd like to clarify and thank you for your presentation, so, on page 253, it says, Significant deficiencies identified, and it says, yes. Now, what section do I go back to refer to that?

MR. TRUJILLO: So the only significant deficiency that we identified is on page 255.

COMMISSIONER STEFANICS: Is that the Housing one?

MR. TRUJILLO: That is the grants reconciliation.

COMMISSIONER STEFANICS: And then at the bottom, any audit findings disclosed that are required to be recorded in accordance with 2 CFR 200.516A, is that the Housing?

MR. TRUJILLO: Yes, that's the one on page 256 related to the Housing Authority.

COMMISSIONER STEFANICS: Right, thank you for the clarification. I think it's a great – I'm at a loss of words, but it really reflects upon our staff for the good work and thank you for being so thorough this year. I understand that in your first year you have to do quite a bit and then 260 pages you did – so thank you very much to the staff and to the auditors.

CHAIRMAN CHAVEZ: Commissioner Holian, comments questions? Commissioner Roybal?

COMMISSIONER ROYBAL: I just want to say thank you for your presentation and wow as well and congratulations to the staff for doing a great job. Thank you.

CHAIRMAN CHAVEZ: This is an action item? No.

COMMISSIONER STEFANICS: Mr. Chair.

CHAIRMAN CHAVEZ: Yes.

COMMISSIONER STEFANICS: Is this action or just presentation, Ms. Miller? It's only down as presentation but it is on our consent.

MS. MILLER: It just needs to be approved that you approved the audit report. So it was on there as approval of the audit report and that's why it was on the consent but they have come, reported to you and you've accepted the audit report.

COMMISSIONER STEFANICS: If you need approval of the audit, I will so move.

COMMISSIONER ROYBAL: Second.

CHAIRMAN CHAVEZ: There's a motion and a second to approve the annual audit.

The motion passed by unanimous voice vote.

2. RTD Update

CHAIRMAN CHAVEZ: I want to thank Stacey for being here this afternoon and you have some exciting news regarding the Blue Bus as we now know it.

STACEY MCGUIRE: I do and thank you for having me. Mr. Chair,

members of the Board, I would like to provide two updates at this time the first one being on the 2060 La Cienega pilot route that the NCRTD began operating March 28, 2016. At our December 9th board meeting the NCRTD board did approve the transition of that route going from a pilot route to a permanent regular route similar to the other routes that we provide. As I mentioned, the service began March 28th and it provides service between La Cienega and La Cieneguilla to Santa Fe and I worked pretty closely with Santa Fe County and Ray Mathew in the coordination in having a public input meeting to provide insight during the planning process as well as to identify bus stop locations for the route itself. Ridership for that route has seen steady increases over the six months that it has operated. We're very happy to see that growth in particular in a pilot route so because of that our board did decide to move forward as a regular route. Ridership for that route for the time period from April to October of 2016, 547 trips were provided during that time and that is access to essential services, to health care, to food, to social services to a variety of opportunity that some of these folks otherwise may not have had the opportunity to engage in.

Additionally, the second thing I want to provide some feedback or some information on is the Freedom Pass and the veterans community living initiative that both the NCRTD, Santa Fe Trails and Rio Metro and the Rail Runner are all a part of and specifically the Rail Runner has come out with a new pass that is called the Freedom Pass. It is a lifetime pass for veterans to ride the Rail Runner for free which I think is something that is pretty amazing. And I think it is something that is a wonderful way to show our thanks for our veterans. It's something that the NCRTD does but it's a little bit different. We don't have a pass per se but if you show your VA card or a veterans designation on your driver's license, you as well are able to ride free on the routes that we do charge a fare for which are Mountain Trail and Taos Express. And at this point I would stand if you had any questions.

CHAIRMAN CHAVEZ: Questions? Commissioner Stefanics.

COMMISSIONER STEFANICS: Thank you, Mr. Chair and thank you for the presentation. I totally agree that our veterans need to be recognized and offered services as appropriate. My question is a little bit different and there is always a demand for more routes so is the NCRTD discussing fees for any new routes?

MS. MCGUIRE: At this time it has not come up. It is typically something that we revisit on an annual or biannual basis and the board does provide that ultimate approval but it is not something that I foresee in the near future.

COMMISSIONER STEFANICS: The reasons I ask, Mr. Chair, is since the economy has not fully rebounded, since the state is sitting on a lot of money since the County has to fill in holes different ways and the City as well, I do think it is something to consider for the future no matter how nominal it might be. Thank you, Mr. Chair.

CHAIRMAN CHAVEZ: Thank you, Commissioner Stefanics.
Commissioner Holian? Okay, thank you, Stacey. Give my regards to all the staff at RTD.

MS. MCGUIRE: I will, thank you.

VI. MATTERS OF PUBLIC CONCERN

CHAIRMAN CHAVEZ: Now we have public comment. There were members of the public that wanted to comment I think on the Stanley Cyclone Center. [*Exhibit 1: Santa Fe County Horse Coalition support*]

JARRATT APPLEWHITE: Mr. Chair, Commissioner Anaya, members of the Commission, my name is Jarratt Applewhite. I am here on behalf of the Santa Fe County Horse Coalition to share with you the results of a survey that we recently took about the Cyclone Center. The Horse Coalition sent out 406 emails to horse owners in Santa Fe and we received 22 responses. I have copies of those responses for you and they relate specifically to fees. In general, I just want to say that some people think that horse owners are rich and it's true that there are wealthy horse owners but there are also a lot of people who own horses that aren't wealthy. And I know, Commissioner Roybal, in your neck of the woods, Pojoaque and the Española corridor and especially in District 3 there are a lot of people who most people keep their horses on their own property. They take care of them themselves and it's – and we're excited about the investment the taxpayers and the Commission have made in this facility. And the southern part of the county may be the windiest and in the spring we may be the most excited to have a place to go and use. I don't think there is an overall hostility to never paying anything. However, the challenge at this point it seems to us is to market this facility, is to get the word out now that it is ready and now that you're about to hire a manager and get people using it. Once people start using a facility they develop a loyalty and we think from a pure marketing standpoint maybe setting a bunch of fees in the beginning could drive down usage at the very time we want to drive it up. Thank you very much.

CHAIRMAN CHAVEZ: Thank you, Mr. Applewhite. And I want remind us that we have somewhat limited time. If you could keep your comments to about 3 minutes or so that would be very appreciated.

UNIDENTIFIED SPEAKER: Hi, thank you for having us. I'm a representative from one of larger horse groups and we're actually the mounted shooters from here in New Mexico. We haven't gotten in there but I do want to add a lot of our input because we use a lot of facilities throughout the state and we just wanted to really make sure that this would be an opportunity for everyone to have it. We have been out in the state with different facilities and knowing the price ranges and stuff it would be really nice because this facility is really nice and it would be very lucrative for everyone to have it running at the best possible prices throughout the state. So a lot of the prices that we go on for our horse activities is around \$300 per day. I don't know – I know I saw some of the prices that were there already, it's a little bit high for the things that we're doing but I do think in order to make it go which we're all so very excited about having it in our area that we should make sure that we have a good idea on the states so that it is not out priced for those groups that can get in there and that's what we have some more people here that want to go ahead and talk on that. But I do know that for us if we could get in there it would be absolutely phenomenal to have this and we are so very excited and we thank everyone that has put the hard work on there in this facility and we're very excited to see it go so with you guys help I really think that we can make this a great thing. So thank you.

AMBER SHELTON: First of all I'd like to thank the Commissioners for making this possible. I really appreciate it. My name is Amber Shelton and I am talking on behalf of 4-H Horse and Rodeo. I'm the 4-H Horse and Rodeo leader for the Stanley Spurs and I was very concerned when I saw the price list being proposed by the Board our 4-H Club would not be able to afford to pay anything even if we were doing money-earning events and so forth. It just cost a lot to be able to put on events and we don't get a whole lot of participation to being with. For instance, we recently had our horse show that we were supposed to do at the Stanley arena, they had it at the Wright's arena down the road and they didn't charge us at all and it was a good thing they didn't charge us because our event didn't end up making any money. In fact, we only had five families show up at the event mainly because of the weather but we ended up spending more on prices and stuff than we actually got back. So we're going to have to do a few more shows till we can get back what we put in.

So the pricing that you're charging us for using the facility wouldn't work at all for us. And like I said, we've used other facilities where they've allowed us to be there for free and if we had to, we would go to those facilities if we were forced to. But we really look forward to using the Stanley Cyclone Center and we have been a big part of pushing and promoting this to happen and we really want to be able to call it our home and if the prices are too high we won't be able to do that. So we really hope that you guys will reconsider the pricing and specifically with organizations such as 4-H and any kind of non-profit organizations that you will consider not charging at all because we really can't afford anything. All of our money that we might make at our events, which, like I said, haven't made any so far, would be going back to the kids for their 4-H projects and we also recently developed a scholarship program so that's where also the money will be going. So I really hope you guys will reconsider that. And that's all I have to say, thank you.

CHAIRMAN CHAVEZ: Thank you.

JACQUELINE BACA: Good afternoon, Chairman and Commissioners, my name is Jacqueline Baca and I am here representing New Mexico State University Cooperative Extension Service. My staff and I are very excited about this new facility. To be able to use it to conduct some of our educational programs in the area of ag and natural resources, family consumer sciences and 4-H and youth development. I really want to thank all of you for your support in building this beautiful arena. Like I said, we are very very excited to be able to take advantage of this wonderful event center and to do some wonderful educational outreach programs for the residents of Santa Fe County.

When the fee schedule came out I did share it with our groups and I was actually amazed at how far actually is. I think everybody forwarded the email and phone has been blowing up with comments. People that weren't able to make the meeting but wanted me to express their concern over the fee schedule. Really the general consensus is that we need to make it affordable. It would really be – they were saddened to see some of the fee schedules and they would really like to see it come down. It would be terrible to have this new beautiful facility there and people not able to be able to afford to use it. And that was the general consensus.

I think rather than go through all the comments that I get I would like to go ahead and put it into an email and send it on to the County Manager and the Commissioners so

you can read through some of the comments that I received for that. I really want to thank you for your support of this event center and we are very excited to be able to use it. Thank you.

LORETTA MONTOYA: Good afternoon. My name is Loretta Montoya and I am too with the 4-H Stanley Spurs. My daughter Mariah has been showing horses for about the last nine years and we have gone to many, many facilities but we are hopeful that the facility you all have built out in Stanley will be one that we can use and just like the other individuals talking today that we will be able to afford to use it. And with the other clubs that we've shown in, for example, Palomino is here today representing our organization, budgets for a lot of these clubs – the fee schedule would be prohibitive for them to even consider. I know that we have utilized the Rocking Horse Area which is five miles south from this one that you have built for us and, you know, the fees are not even anything where you all have proposed. I would like to see them come way, way down so not just down the Palomino, Buckskin or the Pinto Horse Association or the Appalachian Horse Association but everyone in the State of New Mexico would benefit by utilizing your facility.

I would like to see other events posted or utilized in the facility, for example, I know you have a very wonderful kitchen there and perhaps at some point that could turn into a restaurant where there could also offset some of the fees. You know, I've worked with kids for many, many years, I am a former special ed high school teacher, and I know that through the uses of animals and horses or horse therapy a lot of our kiddos would benefit by utilizing the indoor facility. This could also even be utilized as a hypo-therapy type facility and it could be a way of creating jobs for our community. I'd like to see Stanley be put back on the map rather than something that people just keep driving on by. So with your – I'd like for you to consider lowering your fees so that everyone in the State of New Mexico can utilize your facility. Thank you.

ROBERT MARTINEZ: Mr. Chair, Commissioners, Robert Martinez, you all know me. I am here as a resident as opposed to an employee.

I started putting on ropings in the 1980s and I know what the cost of cattle are, the cost to put on ropings, the cost to rent a facilities. My kids grew up in 4-H, high school rodeo, college rodeo. People have been talking about rental fees but I don't think anyone has ever discussed with you about revenues that these organizations make on a typical event somewhat similar to the location of Stanley. A typical team roping, 100 teams at \$50 a team will generate the producer about \$1,600 in revenue. Roughly 2/3s of the entries collected go back to the ropers in prize money, 1/3 goes to the stock contractor. In barrel racing, there again, they may generate anywhere from \$600 to \$900 in revenues. The other thing that is important here is that most of these events are not pre-entry so you don't know who is going to show up until the day of the event. So if somebody is going to shell out \$1,500 and not even know if they're going to breakout even – you probably won't get a lot of people leasing the arena.

The other thing is, even though it is an indoor arena the weather plays a big part in it. People aren't going to travel down the road if there's icy conditions. So even though it is an indoor arena and you're sheltered from the elements, people will not come if the roads are bad.

The other thing is that with the refund fee. I believe I saw that with the refund fee

if you cancel within two weeks of the event you forfeit, I believe, it is 50 percent of the lease fee. That's pretty steep. There again, I've been in this type of environment all my life, my kids, we've been to Colorado, Texas, New Mexico, Arizona – I can't even count how many arenas I've been in and we do have a nice facility. We do need to charge something to cover operations and maintenance but there again, we do need to make it affordable. Just to give you an idea, the Belen arena charges \$200, Albuquerque Expo which is part of the State Fair, 600 bucks. Dairy Barn there is \$300, Rocking Horse Ranch down the road is \$400 and there's some other local arenas that are in that same ballpark. I just wanted to give you that information and just let you know that this is a nice facility and we would like to make sure that it is available at a reasonable cost. Thank you.

CHAIRMAN CHAVEZ: I guess for the record, for those here and those that might be listening, this is service that will be under the Community Services Department so it is not like public housing or other things that we do like maintaining roads and senior centers or libraries or things like that but it is a facility that will serve a population depends on these kinds of facilities. The agenda item is the approval of the Stanley Cyclone Center policies and procedures, fee schedule, lease agreement and event coordinator contract. The department has budgeted \$100,000 specifically for the event coordinator who will help manage the events, handle marketing, advertising for the facility, develop a website, handle general maintenance and keep reports of the event at the center.

So it seems that the County is invested in this. We've committed some dollars. I don't know – what was the total cost on this, Commissioner Anaya?

COMMISSIONER ANAYA: \$5 million, probably the land – probably \$4 million, Commissioner, somewhere around there.

CHAIRMAN CHAVEZ: Somebody thanked us for doing this project and I think we had a small part in it. It's really Community Services and the taxpayers that are really footing the bill on this. Now it is our responsibility as County government to manage it and make sure that we can maintain it so that future generations can also use it. So I guess that's the challenge that we're in currently. But I just wanted to kind of present all of the pieces that we're working with. It is not just the fee structure that we're talking about. I think it is a bigger picture. Yes, we want to make it affordable depending on what that definition is but then we also have to be responsible to our taxpayers for the maintenance, the ongoing maintenance of that facility which doesn't go down. I think the operations and maintenance is only going to increase.

Commissioner Anaya, do you want to make any comments at this point? And, I guess I would ask if there are any others here that would like to speak on this particular topic because I know there are probably people that want to speak on other things. Cyclone Center; please come forward, ma'am.

KAREN RYER: My name is Karen Ryer and I was a 4-H leader in Santa Fe County for 28 years. We have desperately needed a place like this for our kids that are in 4-H because of four-legged beings. Whether it's a rabbit or a horse or raising a steer. Down in the southern part of the county they have had to stretch and stretch and stretch just to get a regular tagging done. There's either too much sun to read the [inaudible], there have been just amazing problems and this gives the County a central use place to

get these things done. And it should also be a club meeting center. I know Jackie and her group would do a lot of nutrition work down there that they haven't been able to do because there's not a place. So it's going to grow but maybe exponentially in a way that people ride horses haven't even thought of yet. It would be a good class for the cattle growers in that area to come and meet. There are just so many possibilities but Mr. Applewhite was correct, we have to sell it. We have to get it out there that it is available so we can use it more than one day a week that would be wonderful. But at that fee price that you've got it's just not going to happen. You've got to bring it down to the zero for the non-profits. 4-H clubs just do not produce money. Thank you.

CHAIRMAN CHAVEZ: Okay, I think that will close the public comment on this item, the Stanley Cyclone Center. Commissioner Anaya.

COMMISSIONER ANAYA: Mr. Chairman, I know that we're going to move on so I just want to keep my comments brief and say at this time I'll explain a little later when we have the item. But I want to thank those members that are listening in and those that came to speak today. I think, Ms. Ryer hit the nail on the head at the end when she spoke of the other uses. I think we're focusing on possible marketing uses and roping and other horse equestrian things and that's part of this facility. But it ultimately has a multi-faceted use possibility and there's much more to 4-H than just the horse piece. There's the livestock piece, there's the economics' piece and many other things. I very much appreciated everybody for coming. And, Mr. Chairman, I appreciate you indulging the public and allowing them to provide that feedback. Thank you.

CHAIRMAN CHAVEZ: Okay, so we have other members of the public that want to comment on this particular item? Okay, please come forward.

JOHN GUTTING: Mr. Chair, Commissioner Anaya, I didn't know that this was on the agenda today, but I think this is wonderful for the kids of the County. I've loved 4-H all of my life and without it I wouldn't be where I am. And I think that it is something that I know that none of the 4-H clubs can afford to pay anything and the people of the County need to get behind that and find a way that we can afford it. Thank you.

UNIDENTIFIED SPEAKER: Appreciate the opportunity to talk cause I represent the New Mexico Paint Horse Club, the New Mexico Palomino Club, the New Mexico Pinto Club and New Mexico Horse Council. And I organize and manage probably six horse shows a year in the state and one of the things we look at as non-profit is the arena facility and what it's going to cost us. In the time that we put on a two-day show and we walk home we're either \$200 in the hole or \$400 ahead. So that's kind of where we're at when we look at these facilities and where we're at and other options as to what they have to offer us – restaurants or parking or location to hotels and etc. as we look into these facilities. We do a lot of 4-H – we work with the 4-H a lot and as much as we can because those are the foundation for all of our horse – thank you.

CHAIRMAN CHAVEZ: Thank you. Next speaker please.

DAVE NEAL: My name is Dave Neal, Commissioners, Chair. I am a resident of District 1. I'm here to share a very personal concern of mine and that is that I do not feel that like I am being represented by this Commission. I don't mean to be negative about it but right now the way things are going, and I think most of you know that in our district we're having a lot of issues with road easements, the water, the JPA,

pick a number. At this point I am feeling that I am being represented by another government not by the Commission and that really bothers me because I elected you guys. I do not have a vote in that other government. I do not have a choice in that other government and they get to choose it seems like, how my environment is going to be where I live. I have a choice to choose: I have the choice to leave – well, not anymore.

So the point I am trying to make here, the concern I have is that we are not being represented, at least I feel that way and there's a lot of people that I can speak for who feel the same way. And part of it comes to this Commission because you are our first government agency that stands up for our constitutional rights in this arena and nobody else can, not even the state at this point. The reason I am coming here today is to share a public concern not about the JPA, not about Aamodt, not about the road easement but all of those guys combined together because there is not just one issue that is being presented to this Commission. It is the community that needs you to support our needs and try to represent what we elected you for because we cannot be represented by the other government and I personally feel at times that I am being represented by them more than you.

I apologize for the harsh words but that is how I feel right now. Thank you for your time.

MR. GUTTING: Mr. Commissioner, other members of the Commission, I am John Gutting and I had to come today to wish Kathy and Michael and Liz farewell and to point out that in Kathy's case for sure and as far as I can think back before any of the people that are in this room today, almost, where we were over 14 years ago out there and it's still as bad as it was then. I don't see it getting any better going forward and I have to put a lot of blame on the Commissions, yours and the ones preceding you because there were many questions asked of county government to fulfill some answers and I think if those questions would have been answered back in the early 2000s you wouldn't be at the point you are today. And I also came this afternoon because I wasn't sure that we might have an opportunity this evening to bring this up and I really think that as far as responsible county government is concerned, you the County need to decide whether this water system is something that you the County can afford, not us that live in the County. We can't afford your mistake. You have to know what it's going to cost, where your customers are going to be and if you have any customers. I've been asking this question since 2005 and we're 11 years into it and nobody can tell me yet where your customers are and how many of them you have and I think you really need to take this into your thoughts between now and the time you need to think about it more seriously later on today.

And with that, to the three of you that this is your last meeting, I wish you well in the future.

BEVERLY DURAN CASH: My name is Beverly Duran Cash. I am here as president of Northern New Mexico Protecting Land, Water and Rights. We represent over 500 members in our community in District 1 to include districts – people in your districts. I also wanted to extend my appreciation to Commissioner Stefanics and Commissioner Holian. Whether we agree or disagree, one thing I can tell you since we started and you met me, I totally respect public service.

Today I am here because of the passion I have more community. My son was ill,

teenager, he had to go to the doctor by himself and I'm taking an afternoon of vacation instead of spending it for Christmas with my children to be here today. So although I knew you have a lot of business, I ask you to be patient with me because I bring a message from my community. Before I start, I wanted to repeat that I am very passionate about this and my intent is not to disrespect anybody. So I do want to begin my making sure that I pass the appreciation to both you ladies, thank you very much and we wish you well and many years of success and many years of health and happiness.

I'm here to comment on the proposed vote for the JPA for the NPT regional water system and the fact that at the 11th hour I understand that [inaudible] for there to be change in the verbiage and that verbiage has not been given to my community to review.

CHAIRMAN CHAVEZ: We're going to be discussing amendments here later this afternoon that have been presented by different directions.

MS. CASH: All right. Then let me continue because this is public comments so I will try to be quick. So one of the things that I do want to bring up and that I'm very concerned about this, Mr. Chavez, the last time that we were here I spoke to you after the BCC and I called to your attention that you had extended an open door policy to the pueblos and their governments but you did not extend that to the taxpayers in front of you and I asked you that a correction was probably needed and we have not heard anything from you. In addition, there is a quote in the recent *Santa Fe Reporter* that stated from you that you are ready to get this done and the pueblo had made concessions. Chairman Chavez, do you know what concessions they are? And do you know the concessions of the property taxpayer before you in this settlement? We have a loss of property values. We have a loss of water rights, a loss of water privileges, a loss of wells, a loss of civil rights, a loss of peace in our community and a loss of our ability to protect our own heritage and our traditions. Mr. Chavez it is our understand that you've allowed the pueblo to go to your residence and give you changes to these amendments. And although it is your right to do that, it is our opinion that it is very highly unethical. We believe that we have tried at every capacity as a community to go forth in the most appropriate and professional way and if we had any suggestions we come to your staff and our Commissioner and we are very transparent. I want you to personally to know the impacts to that in my community and the calls that I have gotten. When we first started there was a lot of distrust and I believe with our new commissioner we have felt that our voice has been heard and there was transparency and I think we have been moving in a good direction, especially with your staff. The impact that it has had on the trust right now is very, very damaging. So what our community would ask is for you to understand that although you made comments the last time almost empathizing to the pueblos for going through grueling negotiations, what this has done to us and our community and the words pueblo and non-pueblo have done to us. I know that you're very sensitive to that in the document but there has to be a balance. There has to be specification; and do you know why? Because in the Aamodt Settlement itself they made sure we knew where we stood. Where we stood was as Non-Native. And because we were Non-Native we did not deserve a priority call which meant if in the case of a drought, the people in my community will not be given water. Water is life. Where else would you hear that anybody would say – that's like telling your child if we ran out of food the younger gets it, the older one you go fend for yourself. We have the loss of

equal protection rights. We have had so many meeting where lawyers have told us, you follow by different rules and regulations and you have different rights because you are Non-Native. So although the sensitivity I understand, I wish you would have considered it both ways early on.

What I am proposing is that tonight the JPA be tabled until we can look at the verbiage at hand and discuss it with the communities. I just want to make sure that you're listening to me. There is a lot riding on this. A lot of people are scared and they want fair representation and the fact that you empathize with one group and not the other is just unacceptable. And, therefore, Northern New Mexico Protects has taken the JPAs along with the concerns of the Pueblo to our legal counsel and ultimately if the Commission passes any of the versions that we have seen to date, one thing is certain, Santa Fe County will be sued in federal court for civil rights violations at 42 USC 1983 action for violating equal protection. Your current course leads to discrimination on the basis of nationality and fares squarely into the taxation without representation. We don't want to have a lawsuit. We were hoping in a fair and transparent negotiation. And I'm sorry but with the actions with the Commissioner that has now gone out the door.

I have one more and then you can go ahead and speak because I know you want me to finish.

We believe that there is a way to view this that satisfies all of the real concerns but we're not there yet, obviously, because when it was changed last time in the amendments you gave courtesy to the Pueblos to review the verbiage and we're asking you for the same. This needs more work and must be delayed until we reach the common ground to take care of all interested parties. And I think all of you sitting on the Board, those that are going to be here and those that are leaving, although I know you believe in this regional water system, you have to believe in the rights for equal protection and civil rights: we do. And we are prepared if we need to, to take it further and we're hoping instead that you will table the JPA and we will move on with a Board that is more unbiased and is willing to work with both parties to make sure that there's a balance for fair representation. Thank you.

CHAIRMAN CHAVEZ: So just for clarification, the letter that I received on Friday afternoon was the same letter that everyone received from the Northern Pueblos Tributary Water Association in response to the two amendments that were presented by Commissioner Roybal. So, that's the letter. That's my response.

MS. CASH: They delivered to your home?

CHAIRMAN CHAVEZ: Yes, I could have been here –

MS. CASH: I have been told several times that the appropriate method is for me to deliver it to your staff and make sure that it is documented appropriately and that everyone is – because we're not talking about a suggestion on the agenda. We're talking about a change to a document that is going to impact people for hundreds of years.

CHAIRMAN CHAVEZ: I understand that. I think that this is public comment and not debate between two members of the community and this letter was presented to all of us. It's in response to Commissioner Roybal's amendments that had already been presented. Everyone had reviewed those so it's nothing that – this information is not information that is not familiar to the staff or the Commissioners

because everyone has this letter.

MS. CASH: But it is unfamiliar to the people who are going to live with it. That's the point. Thank you.

CHAIRMAN CHAVEZ: Okay, point well taken.

Okay, we'll move on now to the rest of our agenda and we have a series of resolutions.

[Chairman Chavez reads each of the resolution titles into the record]

III. ACTION ITEMS

A. Resolutions

1. **Resolution No. 2016-138, A Resolution in Support of the Appropriation of Funds for the "New Mexico Grown Fresh Fruits and Vegetables for School Meals Program" and Maintenance of Funding for the "Double-Up Food Bucks Program" by the New Mexico Legislature**

Ch: Thank you, Mr. Chair. In the past we have, the Board of County Commissioners, has passed resolutions in support of the New Mexico Grown Fresh Fruits and Vegetables Program. The Double-Up Food Bucks program has been around for a while although I don't think it has been the subject of any of our resolutions up until now. Now both of these were brought to my attention by Pam Roy, who is here, of Farm to Table as well as our Santa Fe City/County Food Policy Council. And I just wanted to say a few words, just as background.

For some children in our state the only meals that they get during the school week are the ones that they get at school. There is still much food insecurity in the state and even in Santa Fe County which is a relatively rich county. The Double-Up Food Bucks Program, I love that name, what that does is it allows the dollars of SNAP program recipients to go twice as far when they are spent at the farmers markets. So for every dollar out of their own pocket, they get an extra dollar to spend at the farmers market and that means that they can get healthy food because the farmers market has healthy fruits, vegetables, meats and so on. Both of these programs support local agriculture which I think is something that we all want to see thrive in our state and it gives access to healthy food to people who really need that food, specifically children.

I just want to make one other comment and that is that I don't have any real statistical proof but it's my contention that the healthy diet improves the health of the individual and especially with kids. That means less trips to the doctor and it really actually saves money for everybody in the long run. So if you did an analysis you'd probably find out that if you spent some extra money on making sure that people got healthy food that there would be less money spent on health care. So in any event, I would like to ask Pam Roy to come forward and say a few words if she would like to as well as anybody else who is here who would like to give us some background on this.

PAM ROY: Mr. Chairman and Commissioners, thank you so much Commissioner Holian for bringing this resolution forward and for sponsoring it now for several years but the Double-Up Food Bucks is in addition to it this year.

I just want to thank all of you and I know there are transitions. I really want to thank this body of Commissioners for all the work that you've done to support the Santa Fe Food Policy Advisory Council, the County appointed advisory council and the food plan. These two initiatives, the New Mexico Grown Fresh Fruits and Vegetables for School is part of that food plan is priority and also the Double-Up Food Bucks for farmers markets as well. This resolution really addresses two pieces of state legislation and the Double-Up Food Bucks program right now we hope it will be in the state budget and we know that there are challenges with the state budget, at \$400,000. It leverages right now it is leveraging a USDA grant for \$2.1 million to this state. So when we think about what we can do to invest as a local community and state we can leverage dollars, federal dollars to come home for these kinds of programs that as Commissioner Holian mentioned both people who are nutritionally at risk, have a lack of food access and also are children who are in our schools.

So just a couple of really quick details with the Double-Up Food Bucks it will not be a bill at the state legislature but we hope it is in the appropriations request and we look forward to the County and your staff being there to help us support that for \$400,000. And, here in Santa Fe County just in this last year, \$207,000 have entered into our farmers markets through the Double-Up Food Bucks program and really helping several thousand people in our community that really are at risk. And for the New Mexico Grown Fresh Fruits and Vegetables for School Meals right now there's about \$335,000 in The Public Education Department and the Department of Agriculture who both serve as the public administrators for that program and again that funding actually here in Santa Fe County, 15,000 kids in school, actually \$15,000 worth of produce was purchased this season and our School Food Service Director actually purchased an additional \$50,000 in fresh fruits and vegetables from farmers in our region. It says a lot to building out a program like that and a little bit goes a long way because it actually encourages the kind of growth that we're talking about. And, most important our students are actually getting the freshest and finest produce that is grown right here at home in our own community. And the Moriarty School District, they just received \$4,000 for about 2,500 children there.

We look forward to this program continuing. We just came from our New Mexico Growing Strategic Planning meeting and what we want to do is to build this program out for the next three years and make it a permanent statewide program for all schools including integrating it into education like school gardens and curriculum. So thank you so much for the time to be here today. And I appreciate all your support and the work that you have done for us.

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

CHAIRMAN CHAVEZ: Commissioner Stefanics.

COMMISSIONER STEFANICS: I'm totally supportive, Commissioner Holian and all of our staff and advocates, my question is about school lunches and school breakfast. Is that implemented in every school in the state?

MS. ROY: Yeah, Mr. Chairman and Commissioner Stefanics, in almost all schools. So in all of the public schools, yes, school breakfast, school lunch as the federal program. Some charter schools opt out because they may or may not have a kitchen so they'll offer a different type of program. But we actually have charter schools

who have made New Mexico Grown program really a great program, like the Navajo Prep School, and there are several on the Navajo Nation literally have all signed on to it where they're actually buying locally from their producers in their community.

COMMISSIONER STEFANICS: So right now our state has required or mandated that every school, public school, offer free breakfast and lunch.

MS. ROY: Mr. Chairman and Commissioner, yes, that is my understanding, they're supposed to, yes.

COMMISSIONER STEFANICS: Okay, the most recent thing and I'm bringing this up because of the food and the fresh food, I most recently found out that our senior centers are not allowed to use the food that is grown in their meals. And I have asked Ms. Roy to help me with a piece of legislation and I hope this County Commission will support that once we get it rolling but I think that is horrible. We want farm to table. We want fresh produce. We want to support our local farmers and let's work on it. Thank you very much.

MS. ROY: Thank you very much. We look forward to working with you on that as well.

COMMISSIONER HOLIAN: Thank you, Pam, and with that I'll move for approval and –

COMMISSIONER STEFANICS: Second.

COMMISSIONER HOLIAN: -- ask if any of our other Commissioners would like to make comments.

COMMISSIONER ANAYA: Mr. Chairman.

CHAIRMAN CHAVEZ: Commissioner Anaya.

COMMISSIONER ANAYA: I'm going to go backwards. Commissioner Stefanics, I know that we had the garden that we were growing in Edgewood and I know they got creative and did some use of the produce there, so absolutely I would be all in to support that initiative that you would carry, so thank you for that.

Going backwards to the work of the Food Policy Council and Ms. Roy and Commissioner Holian I was thinking of an analogy and I thought of how – and I've been supportive of the Food Policy Council, but I thought of how I feel about 4-H youth in particular. I'm like a dog on a bone when it comes to that. You know, I want to do everything I can to fight for the youth and do everything I can and I've supported the Food Policy Council and I would say that Commissioner Holian is like a lion protecting her cubs when it comes to this Food Policy Council and that work. So I am thankful to Commissioner Holian for her work on this, you and the entire team so I stand ready to support the continued work. I appreciate the outreach very much to Moriarty and the other outlying areas of the whole county and the region and I know your encompasses not just Santa Fe and the County but statewide the initiative to bring our homegrown crops and products to farm to table just as you say. So thank you so much Commissioner Holian and thank you Ms. Roy. Thank you for protecting your cubs.

COMMISSIONER HOLIAN: Thank you.

COMMISSIONER ANAYA: Thank you, Mr. Chair.

CHAIRMAN CHAVEZ: Commissioner Holian do you have anything you wanted to add on this?

COMMISSIONER ROYBAL: I just wanted to say thank you as well.

Programs like these are very worthwhile and you guys have done a great job so thank you for that.

MS. ROY: Mr. Chairman, Commissioners, I want to thank our team here. Working with your staff at the County and also City staff and our advocates in the community that are part of our Food Policy Council it has been absolutely fantastic. We have a great team and we'll be good cubs, I promise, into the future. Thank you.

CHAIRMAN CHAVEZ: Thank you. We have a motion and a second.

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

III. A. 2. Resolution No. 2016-139 Resolution Directing Santa Fe County to Work with the City of Santa Fe and the Santa Fe Soccer Community to Explore the Possibilities of Establishing a Regional Soccer Authority

CHAIRMAN CHAVEZ: This has been on our agenda a couple of times. I had worked with Commissioner Holian on this and there was just a couple of changes that had been incorporated and Pilar I know you're here to speak to this if you want to approach the podium, that's fine. The language that I think is more significant that was added states that, Be it for the resolved, that if a regional soccer authority is created this authority shall report to the governing bodies during the County's annual budget review hearing. And it's – we suggest that this would be reported to both City and County finance department and budget review. And you've been able to review the resolution in its current form?

PILAR FAULKNER: Commissioner Chavez, Commission, yes, we have. We're fine with everything in it.

CHAIRMAN CHAVEZ: So then you're also assuming that because if this passes the soccer complex would be more engaged in the maintenance and improvements of the soccer valley. Talk about the water demand because you're anticipating that by having four artificial turfs the water budget would be reduced somewhat.

MS. FAULKNER: Commissioner Chavez, in the master plan even if we didn't have four turf fields, well, we were going to have two less than the plan is now, we would be using no more than what is allotted for the facility right now and it's effluent water. Even if it was fully built out it would not exceed the capacity that it is working on now.

CHAIRMAN CHAVEZ: So you're on effluent water and you're hoping to use less water than what you're using now but will you upgrade the existing field as well, the ones that are irrigated now? Will you redo those fields and redo the irrigation system or how will you achieve lower water usage?

MS. FAULKNER: So the water system to my knowledge is not up to par really so the State of New Mexico awarded the project like \$265,00 or \$225,000 that's being used to update the irrigation system in the existing fields in a way that when the renovations, the full scale renovations happen, that irrigation system can still be intact and sound and used.

CHAIRMAN CHAVEZ: So you won't be reducing the size of those

playing fields then.

MS. FAULKNER: They can't reduce the size.

CHAIRMAN CHAVEZ: Okay. All right those are the only questions I had. Commissioner Anaya?

COMMISSIONER ANAYA: Mr. Chairman, I want to thank yourself and Commissioner Holian for putting the resolution on. I had some comments and items that I asked to be considered as we move this forward and I actually want to read into the record, Mr. Chairman, a letter that I received that articulate better than I can some of the things as this resolution when it is successful as it moves forward, because as I understand it, and, Pilar, maybe you could answer this before I read this into the record, the intent of the resolution is to continue the active dialogue about the soccer complex, the coordinated efforts that it is going to entail as far as researching and finding out the details about how the structure would work, how the organization would operate, kind of an exploratory process that's going to be engaged by members of the stakeholders that have been interested in it, the City of Santa Fe and the County. So could you just clarify that I am understanding that correctly; that that's the core of the resolution, that puts us in a process now by which we get into the weeds on the actual complex and continue to work together to even understand what the frameworks might be and how we might deliver an end resolute product of authority at the end of the day, possibly. Could you just, for the record clarify my understanding on that?

MS. FAULKNER: Yes, Commissioner, you're exactly right. That is the intent of the resolution at the City and the resolution at the County. There is no – we're not, we know that there's some significant issues that need to be discussed and in both resolutions those are listed in the "Be it therefore resolved," questions will be asked or these are the concerns depending on the language of the resolution. There's some things in the soccer community that need to be addressed. There are some leagues that operating outside of the rules that most of the leagues abide by in the City of Santa Fe's programs and I know that Cesar Bernal is a member of our board and one of his concerns is that there are other leagues that don't kind of fall in the standards that the City has put forward for use of that facility. And so one of the big things that we'd like to address is just standardizing the program use for the facility so that all of the leagues have equal opportunity and equal access to the facilities.

And you are absolutely right in your assessment that this is just – there's too many things to discuss to kind of say what the authority will look like right now. There's too many important things to discuss so this is just really what is bringing the players to the table and, you know, we would like to see the public schools involved as well because five of the public schools use the MRC. But in talking to the City and the County we kind of got the sense that they're the primary stakeholders and that the foundation for the authority would be best set with those two stakeholders – well, the three really if you include the soccer community, and then invite other stakeholders to the table. So it's really just a probing of how this authority might look. And it may not be an authority. It may be some kind of management agreement or just an MOU. It's hard to say. Authority wasn't meant to be the legal sense of authority; it was just kind of like trying to get the idea across that we wanted a grouping of stakeholders to kind of evaluate how this may work.

COMMISSIONER ANAYA: So, Pilar, thank you, and, Mr. Chairman, if I could, I'm going to read this in. I appreciate that you brought up the schools and that's going to come up in the context of this letter. It says:

"Dear Commissioner Anaya, Soccer is a wonderful played worldwide that brings families and friends together. My children just happen to actively engage in the sport so I am very well aware of its impact in a community. I am well aware that Santa Fe values exercise comradely and soccer serves as means for all people, regardless of their income, race, ethnicity, religion, or politics, to come together for an enjoyable productive time.

"Better fields in Santa Fe are necessary and a welcome addition. There are many questions I have reading the resolution; however, I believe some work on the resolution has potential to positively impact many children and adult lives. Please see the breakdown provided line by line. In the heading of the resolution, there is no mention of schools. I am aware as soccer practice is taking place at the MRC schools are playing scheduled games on these fields as well. Eight thousand league players; is there a breakdown of the players by league? If so, how many players are currently playing on the MRC fields. Furthermore, currently the MRC is incapable of hosting 8,000 players in a week or a weekend.

Three, while soccer leagues and facilities also serve other communities, Taos has an Echo Park. Echo Park is a great reference and opportunity. If one were to examine its success, questions may be posed regarding anything they may have potentially done differently. Echo Park is a FIFA accredited soccer venue. Please reference the website at taoscountypark.com -- taosechopark.com all one word. While MRC is the only dedicated soccer facility in Santa Fe, games are being played at Salvador Perez Park and Swan Park. The games include both adults and children. One of the reasons that games are played elsewhere is MRC does not have the capacity to schedule games for those 8,000 players. While it is hard to say that MRC is in desperate need of renovation, it is in need of renovation. The City of Santa Fe has obtained considerable amount of funds for renovation. If this money is spent correctly, the money should repair the existing fields.

"I travel to tournaments with my children and other players and I have noted that there are many things to consider. Every city, state has their own established tournament dates and weekends set aside. Santa Fe may be able to host a tournament but dates are limited due to weather and the length of the season in Santa Fe – there are many variables. Some of the largest tournaments in the region host over 450 teams a weekend. Santa Fe and Albuquerque does not have the capacity to host one of this size. A million dollar economic benefit is a very high dollar amount and this number has to be carefully scrutinized. The Santa Fe Soccer Complex is comprised of four major soccer leagues are all four leagues currently playing at MRC? If so, what are the schedules? If not, how does the soccer complex plan on accommodating all four leagues? What abilities does the Santa Fe Soccer Complex have to manage the facilities? Who can manage and care for the turf? What does the Santa Fe Soccer Complex have to manicure the grounds and what is the plan to obtain equipment? Does the plan include acquiring it from the County or the City to buy it new? What funds does the

Santa Fe Soccer Complex currently have on hand to maintain the facilities? Where does the Santa Fe Soccer Complex plan to obtain fund? If the soccer complex is unable to obtain state, county or city funds can they manage to maintain the facilities? What is the annual cost for maintenance? What is the income of the MRC today? Where is it derived from and what is the future income projections?

“Not much is known about the inner-workings of the Santa Fe Soccer Complex. What is the makeup of the board of directors? What are the number of members on the board? When are the meetings held? Are the public invited to attend the meeting? These are some of the questions that are being raised. One thing that I am putting forward as part of the resolution as a suggestion may be a possible “whereas” to say, Whereas in addition to the Santa Fe Soccer Complex there are other stakeholders whose ideas and input would be an invaluable asset to moving the resolution. Brian Gutierrez”.

So, Mr. Brian Gutierrez provided me this letter and I think what it does is it just puts forward all the work that is ahead of the group and the resolution in place.

Appreciate, Mr. Chairman, that you gave me the opportunity to read it into the record because I think it highlights all the different things that you’ll need to analyze collectively, City and County, and I think the schools do need to be part of that equation and other members of the soccer community that are stakeholders. I don’t think we should leave them out and I think we should make sure that we are methodical in getting that input.

I ask, Mr. Chairman, that we include not only this particular individual as part of the communications and discussion, Mr. Brian Gutierrez, but I also – you mention Cesar who also participants on the board so I think is already part of the process.

MS. FAULKNER: He is. And if I may, Commissioner, Brian has been part of this often with Cesar.

COMMISSIONER ANAYA: Right.

MS. FAULKER: So he’s in the loop too.

COMMISSIONER ANAYA: I appreciate it very much, Mr. Chairman, and I appreciate the work and I’m hopeful that group including the schools and including other stakeholders continue to work through the detail. Thank you so much.

CHAIRMAN CHAVEZ: So I’m just going to read a couple of “whereas” but first I am going to state that the project has received approximately \$500,000 from the New Mexico State Legislature, \$5,000 from the County of Santa Fe with a proposed additional \$500,000 from the 2017 budget cycle if that pans out. So, Commissioner Anaya, we are already committed to the project financial. I think that is separate from the soccer authority because the project has received some state, county and we’re also hoping for another \$500,000 in the 2017 budget cycle.

COMMISSIONER ANAYA: Mr. Chairman, on that point.

CHAIRMAN CHAVEZ: Yes.

COMMISSIONER ANAYA: I just would say on that point, I myself, provided some of the capital money at one time, but the County hasn’t made any long term commitments to fiscally provide dollars to the project and I think one of the things I

want to be clear about, this process we're going to go through, the resolution is going to bring back a lot of detail and information for the governing bodies to absorb including the schools. I am hopeful that we can then figure out, you know, are we in a position to figure out what the financing is going forward. But we haven't provided any capital commitments going forward. I just want to say that on the record that I am aware of.

CHAIRMAN CHAVEZ: I am just reading the memo. It says that the County of Santa Fe with a proposed additional \$500,000 for the 2017 budget cycle, and that's still pending so it's in the memo. I just wanted to point out what we committed to date and what has been suggested to the 2017 cycle. The second whereas in the resolution reads,

"Whereas, the Santa Fe soccer leagues, the Santa Fe area soccer facilities also serve residents of Rio Arriba, Taos, Los Alamos as well as several Santa Fe schools."

So I think the schools are in there. Maybe we can expand on that. I don't see any problem there.

"Whereas, under the auspices of the Regional Soccer Authority, the private soccer leagues, can assume the responsibilities of management and maintenance of grounds, facilities as well as the responsibility to promote and manage tournaments and programs."

So the resolution is suggesting that the authority assume or take on some of these tasks.

"...said collaboration will also consider the following: the identify to assume responsibility for the land patent with the BLM," and that's the patent – that's the BLM land where the soccer valley is – "a facilities grounds and programs management agreement, the role of each member of the authority which will include each members' funding sources, responsibilities with regard to operating costs and capitals cost. Resource management, specifically, including water demand, supply sources and costs."

So I think that the framework is there for us to move forward to answer a lot of the questions that were in that letter. I think those are very good questions and I would assume that the City would still have a role in the future of this soccer authority because this is a collaboration between the City and the County.

So having said that, I would go ahead and move for approval of –

COMMISSIONER HOLIAN: Second.

COMMISSIONER ANAYA: Mr. Chairman.

CHAIRMAN CHAVEZ: Yes, Commissioner Anaya.

COMMISSIONER ANAYA: Just on the point of money. Mr. Flores, did you want to say anything on the money?

TONY FLORES (Deputy County Manager): Thank you, Mr. Chairman. You're correct the County has not provided any long term commitments to any type of authority or that project. When the proposal first came to the County, I want to say it was over the summer, there was \$500,000 that was identified in GRT to go towards this project in addition to the capital funding that you provided as part of your budget. But longer than that, there is no long term commitment for funding from Santa Fe County.

CHAIRMAN CHAVEZ: So explain then the 2017 budget cycle? Is it on that list for consideration?

MR. FLORES: Mr. Chairman, yes. We are in the current fiscal year 17 budget as we speak. The project has not been budgeted, formally bringing forward a BAR or anything to the Board for consideration but it was identified as GRT funding for the 17 cycle,

CHAIRMAN CHAVEZ: Okay, thank you, Deputy Flores. So there's a motion and a second.

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

III. A. 3. Resolution No. 2016-140, A Resolution Confirming the Uses of the Santa Fe County Health Care Assistance Fund to Support the County Health Care Action Plan and to Increase the Provision of Health Care Services for Santa Fe County Residents

PATRICIA BOIES (Community Services): Mr. Chair, Commissioners, the resolution before you in essence memorializes actions taken by the Board regarding the Health Care Assistance Program and expresses commitment to continue support of the Health Care Assistance Program. It delineates the various resolutions passed by the Board following the 2014 legislative amendments to the Indigent Hospital and County Health Care Act including adoption of the Health Action Plan and the authorization of the Health Care Assistance Fund to be used to support the priorities of the Health Action Plan.

During a budget study session in May of this year, the Board recommended a proposed three-year plan for the Health Care Assistance Program committing funding for fiscal years 2017 through 2019 for initiatives aligned with the Health Action Plan. Also, to identify service delivery gaps and to create a system for linking county residents to needed behavioral health, other health and social services. The Board requested the advice of the Health Policy and Planning Commission and the HPPC endorsed the proposed three-year plan. And on June 28th 2016, the Board approved the fiscal year 2017 budget that included the first year of the three-year plan. And in addition to these uses of the fund, the Board by resolution 2016-70 authorized that the fund may be used to pay for health care services for indigent patients at the County Detention facility.

The proposed resolution describes these actions taken by the Board and states its commitment to continue financial support for the three-year plan in fiscal years 2018 and 2019 and expresses the intent that the fund be used primarily for the Health Care Assistance Program for the purposes established and gives the Health Policy and Planning Commission the opportunity to provide advice prior to approval for other uses.

And I would like to say that the chair of our Health Policy and Planning Commission, Reena Szczepanski, is here and would also like to speak in support of this resolution.

CHAIRMAN CHAVEZ: Please come forward.

REENA SZCZEPANSKI: Mr. Chair, members of the Commission, thank you for the opportunity for the Health Policy and Planning Commission to rise in support of this resolution. This resolution represents quite a number of years of planning work

done by the Health Policy and Planning Commission in partnership with the County's Community Services staff. I did want to say that you all have an amazing staff in the Community Services Department. It is not easy to put together a plan that not only meets the needs of residents today but also looks forward to the future and that is what this action plan is really doing, is looking toward how we can be more efficient and also more effective in terms of addressing our priorities.

I think particularly at this time the staff has really stepped up in terms of planning for accountable health care communities and also for the behavioral health crisis triage center. Those are going to be two very important initiatives in community health in this county. And particularly at a time where we don't really know what to expect on the federal level in terms of some of our safety net programs for health care. It's really critical, I think, for the County to continue to support these indigent care programs and it is wonderful that Santa Fe County has set aside part of the GRT to fund programs for indigent health. Thank you.

CHAIRMAN CHAVEZ: Thank you. Questions to staff?

COMMISSIONER STEFANICS: Mr. Chair, I would move approval.

COMMISSIONER HOLIAN: Second.

CHAIRMAN CHAVEZ: Motion and a second. Any further debate?

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

III. A. 4. Resolution 2016-141, a Resolution Establishing the County Development Rights Bank

ROBERT GRIEGO (Planning Manager): Thank you, Mr. Chairman, Commissioners. This item is a resolution establishing a TDR bank for Santa Fe County. This is a progressive initiative which represents a culmination of work with the communities and property owners throughout the County in the interest of preserving critical resources for the long-term public benefit. For this presentation, I will provide a brief background and an overview of the TDR program, identify the purpose of the TDR bank, present the TDR bank recommendations based on the TDR bank benefits analysis and provide staff recommendation for the adoption of this resolution.

The TDR program is part of the County's Sustainable Growth Management Plan Policy framework and the County's Sustainable Land Development Code. This year the Board adopted a resolution directing staff to initiate the TDR program. The purpose of the TDR program is to support the County's goals to support the preservation of agriculture, historic cultural and environmental resources for the long term benefit of Santa Fe County. The TDR bank provides a critical role for the overall functionality of the TDR program. The TDR bank will expedite transactions between property owners and for sending areas and developers in the receiving area. A TDR bank will provide a price for TDRs which will help to stabilize prices and reduce uncertainty in the market. The TDR bank will provide a secure and reliable source of development rights that will be accessible for the public in this process.

The TDR bank recommendations were presented to the Board on November 29th through the County's consultant. The TDR bank benefits analysis is based on best

practices and experience of other TDR banks, stakeholders and County staff interviews and a local economic analysis of the financial feasibility of several different development scenarios. The preliminary recommendations include establishing a TDR committee, establishing a TDR bank acquisition criteria for public benefits, providing outreach and marketing for the TDR bank and providing initial capitalization and supply of TDRs to seed the bank.

The recommendation to establish a TDR committee would be to review and make recommendation on TDR bank procedures and TDR bank acquisition criteria. The TDR bank criteria would target the investment of County resources for acquisition of TDRs from prioritized areas. Outreach and marketing is also a critical element of a successful TDR program. The TDRs have been discussed and incorporated throughout the process at community meetings, community planning processes and working with specific stakeholder and focus groups throughout the County. TDRs are also an important part of the agriculture preservation and implementation plan and the establishment of the TDR bank and the development of the TDR outreach strategies are high priorities in the implementation of the ARI plan.

The initial capitalization and supply of TDRs to seed the bank, the TDR bank will need an initial supply of funding and TRDs in order to jump start the TDR program and effectively protect land and natural resources for long term public benefit. There are potential development rights from County-owned property which can be qualified and utilized for the initial supply of TDR bank and capitalization and initial seeding of the TDR bank will allow for the initial public expenditure to become a perpetual revolving fund for preservation to meet the County's goals.

Adoption of this resolution will establish a TDR bank and provide direction for the County to develop procedures to govern operations and administration of the County TDR bank to ensure efficiency and strict accounting procedures. The establishment of the TDR bank will also allow the County to acquire, hold and sell development rights, account for funds associated with the purchase and sale of County owned development rights and utilize funds for the sale of County owned TDRs to acquire additional development rights to replenish the bank in order to maintain an adequate supply for development in receiving areas.

Staff recommends approval of this resolution and I stand for questions from the Board.

COMMISSIONER HOLIAN: Mr. Chair.

CHAIRMAN CHAVEZ: Commissioner Holian.

COMMISSIONER HOLIAN: Thank you. Thank you, Robert, for your presentation and thank you staff for all the work that you've done in figuring out how to put the TDR bank together. And I think it's really going to be a great tool, as you pointed out, to help the County be able to protect agricultural land as well as land that has high conservation values. So I understand that we had some development rights that we could use to seed the TDR bank that actually belong to the County at this point. But how about funding? Are there any plans to put any funds in there to begin with so as to be able to purchase TDRs if somebody comes forward?

MR. GRIEGO: Mr. Chair and Commissioner Holian, the proposal here today is for the establishment of the bank and in the future we would request to come

back to the Board in regards to identifying funding in order to seed the bank. This is an important piece because it would allow the County to move immediately to purchase development rights for property owners who have a willingness to – who have indicated that they would like to sell the development rights. That would create the revolving perpetual fund.

COMMISSIONER HOLIAN: And do you have any estimates of how long you think it might take to actually establish this bank? Are we talking months or a year?

MR. GRIEGO: Commissioner Holian, this resolution would establish the bank. We would then establish the procedures and policies for administering the bank. But we would be able to move forward with the bank at this point.

COMMISSIONER HOLIAN: And another suggestion I had, you talked a lot about outreach and I think it probably would – I would suggest that you contact some of the land trusts like the Santa Fe Conservation Trust and the New Mexico Land Conservancy because this could be another alternative for people who want to protect their lands other than conservation easements which are currently the only alternative that people have but I see this as sort of a companion program and so now people will have a couple of choices as to how they want to protect their land.

MR. GRIEGO: Yes, thank you, Commissioner. We have met with both the Conservation Trust and New Mexico Land Conservancy and we will continue to work with them in the future.

COMMISSIONER HOLIAN: And I will be on the board of the Santa Fe Conservation Trust so I will probably be contacting you.

MR. GRIEGO: Excellent, we look forward to working with you.

COMMISSIONER HOLIAN: Thank you.

CHAIRMAN CHAVEZ: So this is an action item; do I hear a motion to approve?

COMMISSIONER HOLIAN: Yes, I very heartedly move to approve.

COMMISSIONER STEFANICS: Second.

CHAIRMAN CHAVEZ: Motion and a second. Further discussion?

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

III. A. 5. Resolution No. 2016-142, A Resolution Supporting Legislation in the 2017 Legislative Session that Implements Dental Therapy, Including the Training and Licensure of Dental Therapists

MS. BOIES: Mr. Chairman, the Community Services Department is seeking approval of this resolution seeking 2017 legislation for training and licensing of dental therapists. Dental care is closely linked to overall health and for several reasons it is hard for people to get access to dental care because of the lack of providers who accept Medicaid, the shortage of dentists in rural parts of Santa Fe County and the lack of full dental care coverage even for people who are on Medicaid and also Medicare recipients do not have access to dental care for the most care. The Santa Fe County Health Care

Assistance Program has seen a rise in claims for reimbursement of dental services and this year this Board supported the free dental care event offered by the New Mexico Dental Foundation at the Convention Center which provided free care for over 1,000 County residents.

The dental therapists are mid-level practitioners who offer routine and preventive care, such as cleanings, fillings, and basic restorative care. They are supervised by dentists and they would be able to provide care for more people in the community across the county and the state.

Over the past several years Health Action New Mexico has brought forward legislation for dental therapy and the New Mexico Public Health Association has supported this and for the first time this year the New Mexico Dental Association is supporting such legislation in 2017.

The Health Policy and Planning Commission voted to recommend that the Board be in support of this legislation. This happened at the December 2nd HPPC meeting which is why it is coming to you so late. And, Colin Baillio of the Health Action of New Mexico is here and can provide more specifics about the legislation if the Board desires.

CHAIRMAN CHAVEZ: Any further questions?

COMMISSIONER STEFANICS: Mr. Chair, I believe that this program would actually help move dental services into rural communities and those areas without access to dental offices and dental facilities. So I would move for approval.

COMMISSIONER HOLIAN: Second.

CHAIRMAN CHAVEZ: Motion and a second. .

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

COMMISSIONER ANAYA: Mr. Chair.

CHAIRMAN CHAVEZ: Commissioner Anaya.

COMMISSIONER ANAYA: I just want to thank the efforts of the Health Planning and Policy Commission for the initiative and the efforts that we're embarking on to try and get some more approvals and authority from the legislators. Thank you. Thank you, Mr. Chair.

COMMISSIONER ANAYA: Yes, thank you, Commissioner.

III. A. 6. Resolution No. 2016-143, A Resolution Regarding Santa Fe County's Role in Behavioral Health Services and Funding and Planning for a Crisis Triage Center in Santa Fe County
[Exhibit 2: Resolution 2016-153 Text]

CHAIRMAN CHAVEZ: If I could at this moment in time thank the voters for approving all of the GO bonds but especially the question regarding the crisis triage center and the advisory question to help fund that crisis triage center to be able to provide services especially in the behavioral health area. So I wanted to take that opportunity now. And also to thank Community Services and the HPPC for all of the work that they do to benefit our community. So, Patricia.

MS. BOIES: Thank you, Mr. Chair, Commissioners. We are seeking approval of a resolution that outlines the County's initiatives regarding behavioral health and then direct staff regarding funding and planning for the behavioral health crisis triage center.

The County's Health Action Plan among its six identified high priority goals fully half of them directly relate to behavioral health: reducing alcohol abuse, reducing drug abuse, and reduce suicides. And since the adoption of the Health Action Plan by this Board, the Community Services Department has been working to align existing County programs and develop new ones that reach out toward these three high priority goals for behavioral health and treatment. The resolution outlines these initiatives. I won't go through them all but it includes the implementation of the mobile crisis response team, funding for substance abuse and mental health programs, and providing funds to County corrections for re-entry programs and case management for people with mental health issues transitioning back to the community. In May of this year, the County hosted a behavioral health summit which recommended the development and funding of a crisis triage center to include professional and peer led services and in September the HPPC reaffirmed the need for behavioral health triage services and for a specific physical facility located within the County to provide these services. The Community Services Department has engaged professional services to consult with stakeholders and providers and to develop a business plan for the implementation and operation of a behavioral health crisis triage center. The business plan is underway and following the approval of the voters as the Chairman indicated of the bond question in November this proposed resolution is directing staff to determine where the crisis triage center should be located and to ascertain what funding sources are available or could be implemented to cover the operations and maintenance of the crisis triage center.

CHAIRMAN CHAVEZ: Thank you, Patricia. I will ask my colleagues to focus on the resolution that is on our dais. There has been some added language to the resolution and I'll read the whereas, I asked for additional language and this is in recognition of the work that Commissioner Stefanics has done prior to my being on the Commission and it also focuses on the efforts that the National Association of Counties has engaged in regarding our responsibilities with the jail. So the whereases that have been added read:

"Whereas, the County participated in the National Association of Counties Stepping Up Initiative to reduce the number of people with behavioral health issues in the jail population, and the Board adopted Resolution 2015-66 in support of the initiative; and

"Whereas, The New Mexico counties of Sandoval, Bernalillo, Taos, Dona Ana, Otero, Eddy, Socorro, and Valencia along with Santa Fe County have also participated in the Stepping Up Initiative by adopting similar resolutions."

And you stated that on May 15, 2016 the County hosted a behavioral health summit and that kind of brings us to where we are today. And so the first phase will be a crisis triage center and we're hoping that the second phase will deal with housing and provide respite housing, transitional housing and hopefully at some point permanent housing. I know that there are a couple of members of the public that would like to speak to this, if you'd like to come forward at this time you are welcome. I misspoke earlier, I

know that the League of Women Voters are here to speak on this and not the regional water authority, so I apologize for that. Ms. Williams, if you would want to comment at this time.

JUDITH WILLIAMS: I'd be glad to. Commissioners, Mr. Chair, I cannot speak for the League of Women Voters. The League is actually here to speak on the water issue. But as a member of the HPPC and an attendee of the Behavioral Health Summit last spring and many other meetings on this subject, I think it's about time that we did this and I am proud of the community and the County for enabling us to move forward on actually doing something about a problem that really, really needs addressing. Thank you.

CHAIRMAN CHAVEZ: Thank you. Mr. Sandoval.

FRED SANDOVAL: Mr. Chairman, members of the Commission, before I make my comments which I will keep very brief by the way, I just want to thank you each personally for your years of service on the Commission and I know that you're all going on to bigger and better things I'm sure but I just want to acknowledge that publicly because I think it is that kind of leadership that speaks to why I'm going to make my brief comments about behavioral health. It speaks to the work that you've been doing for years it just isn't something that occurred overnight. It really speaks to what we recognize about our community and it really says very loudly that our residents/our voters felt very comparable to your sentiments about the need to do something about these behavioral health issues. So it went from really speaking to these issues, identifying the needs, and then taking action. Not very many counties in the country can actual say that and I just want to give kudos to the Santa Fe County Board of Commissioners and County leadership for really stepping up to this particular issue because while across the country one in four Americans are suffering from behavioral health conditions, in our community it is actually greater than that. So one in three residents are experiencing this in a much disproportionate higher rate and in light of all of the federal changes that are happening it's the local level that can actually be more effective in addressing these local issues and it is much to your credit and leadership really for stepping up for that. I hope that at some later point that I can help to really help facilitate and acknowledge the County's work in this regard through the knowledge of the National Association of Counties but through other national groups who can actually look to you all for understanding how to address these policy issues at the way that I think will be in fact part of the wave of the future. It really speaks to almost 50 years later now turning to local governments for taking more effective action than has been done by the federal government over those 50 years.

I was asked by NAMI Santa Fe Chapter if I could actually make some comments here?

CHAIRMAN CHAVEZ: Yes.

MR. SANDOVAL: If I could, I'd like to recognize that group because as you know NAMI stands for National Alliance for Mental Illness. These are family members who have adult children and children suffer from mental illness. This is where it all comes together. It is in the lives of families who suffer these consequences of a condition that people didn't ask for. It's a brain disease that affects so many of our families and the strife and struggles that they experience are traumatic. For those of us

who have either lost loved ones, family, friends, neighbors, children – all I can say is that's a pain that no one would ever want. And thank you for taking the leadership to listen to these families because while they are not standing here I can assure you that they are here in spirit because they may actually now be taking care of those family members as a result of those conditions.

My colleague Mary Lou Shaw who is the president of NAMI Santa Fe texted me this message because she was unable to leave work to be here, as an example of what advocates have to struggle with; the realities of real life and the challenges of being in meetings like this. So on her behalf I did want to read this out, it won't take more than 40 seconds. She says that she greatly appreciates what Santa Fe County is doing because it's families just like hers and many other tens of families that are experiencing that it is important that the triage center become a reality. This triage center will assist so many of those struggling with a behavioral health crisis by hopefully providing crisis stabilization and behavioral health, walk-in emergency service. This is so badly needed in our community and everywhere else in the country for that matter. So those are her brief comments. And I want to end with this, I clearly have observed how it is that communities across the country have tried to address this issue and you have now brought hope to the families that are in this County. Many thanks to the Commissioners, the Chairman and the voters for really stepping up to this issue.

I'd like to be able to help to support and advocate for this continued effort and we'll get to see this opportunity at future meetings as things come forward. So, thank you very much for the opportunity to speak.

CHAIRMAN CHAVEZ: Thank you, Mr. Sandoval. Any other comments or questions to staff? Okay, I really want to thank Community Services, again, and the Health Planning Policy Commission for all the work that they're doing and I really – it's really exciting that Santa Fe County can really in a way blaze a trail and we know that we're not alone and we have other counties in the state that are dealing with the responsibility of adult detention facility jail. Those jails now are acting as de facto mental health facilities and this effort now will change that model. And it's going to take time but, you know, I know that the County is invested in this and this is not something that is going to fall through the cracks. Commissioner Stefanics.

COMMISSIONER STEFANICS: Thank you, Mr. Chair. I know that many people in the County and the Commission believe that we need to address the behavioral health crisis in our County. I do think that we need to take into consideration any more tax burdens that we're putting on our residents and that the future Commission needs to take into account the efforts and initiatives to bring in outside money to help support services and a new facility. That the new facility be thoroughly vetted. I know that some people think that it should be a less than 24-hour facility. I do think that we have needs for residential services. So I think that the County needs to be very careful as they take any steps in planning for this. But I thank everyone who did support the initiative and I know that the future County Commission with the remaining County Commission will complete due diligence for the funding.

So, do you want to move it or do you want me too?

CHAIRMAN CHAVEZ: I'll call for a motion.

COMMISSIONER STEFANICS: I'll move for approval.

CHAIRMAN CHAVEZ: Second.
COMMISSIONER HOLIAN: Second.
CHAIRMAN CHAVEZ: Multiple seconds. Motion and a second.

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

COMMISSIONER ANAYA: Mr. Chairman.
CHAIRMAN CHAVEZ: Commissioner Anaya.

COMMISSIONER ANAYA: Mr. Chairman, just briefly, I concur with all the comments, appreciate all those that came to speak, Mr. Sandoval, and just to say that this reality that we continue to face and deal with as a community and utilizing government resources and other mechanisms to try and fund these needed services has been an evolution over decades. And that we have always been front and center at the County in trying to work with the City and non-profits and other players to help it become a reality. And I can remember, and maybe at a later date, Mr. Sandoval, when we start talking about those funding mechanisms how we funnel our funding, not from a county or local government setting but from a state, federal and local government setting and how structured that is has a lot to do with how effective programs like this can be. And I don't know where they sit now but I know that North Carolina, and I know Colorado had some pretty good functional processes that are in place. Colorado just by the way they do all of their health funding. I think we need to look at those initiatives not just as Commissioner Stefanics is saying on a local front but on a national, state and local front to really truly get our hands around where those best tools, resources, policies and practices will get us where we need to go and the nice part about it is there are examples that you're familiar with, all of you, that we can get our hands around in other states and other localities that will prove to be effective in not only providing the facility but making sure that we accurately and carefully allocate the appropriate resources so that they're functional and that we don't fund things for a short period of time and then they fall off the cliff which we know and have experienced that with some of our crisis programs in the past.

So, appreciate all the work, Mr. Chairman, you've been front and center on this initiative so appreciate your efforts and diligence to keep it front and center. Thank you, Mr. Chair.

CHAIRMAN CHAVEZ: Thank you.
COMMISSIONER ROYBAL: Mr. Chair.
CHAIRMAN CHAVEZ: Commissioner Roybal.

COMMISSIONER ROYBAL: Yes, I'd like to also thank you for bringing this forward and all of the support that we've had on it and for the record, I'd like to be on the record as supporting this.

CHAIRMAN CHAVEZ: All right, we have a motion and we still haven't voted. We have a motion and there's a second. All of those in favor signify by saying aye. [This was the second vote and produced the same results.]

Thank you for all of your support. I know that this will be a benefit to the community for many, many years to come. So thank you again to Community Services.

III. B. 7. Resolution No. 2016-144, A Resolution Calling for a Series of Workshops between Santa Fe County, the City of Santa Fe, Other Santa Fe Area Water Utilities, and Other Stakeholders Regarding a Potential Future Joint Regional Water Authority

CLAUDIA BORCHERT (Utilities Director): Mr. Chair, members of the Commission. Mr. Chair, would you like to introduce this resolution?

CHAIRMAN CHAVEZ: No, you go ahead.

MS. BORCHERT: So before you today is a resolution, as the Chair stated, calling for a series of workshops between Santa Fe County, the City of Santa Fe and other Santa Fe area water utilities and other stakeholders regarding a potential for future joint regional water authority. This resolution takes the next step in exploring the feasibility and viability of regional water authority in the Santa Fe area. The endorsing of the concept of the regional – it builds on Resolution 2014-103 that this Commission passed endorsing the concept of regionalization of water and wastewater services for and within Santa Fe County. It proposes a series of workshops with Santa Fe area water utility stakeholders to study various aspects of a regional water authority including responsibilities, governance, organizational structures, financial implications, benefits, legal constraints, management and implementation processes. With that, I'll stand for questions.

CHAIRMAN CHAVEZ: The only thing I would add, Claudia, is that the Jemez y Sangre Regional Water Plan also recognized that a regional water authority would be beneficial to our area. I just wanted to point that out and I think that's the only thing that maybe wasn't mentioned in your presentation that I think is significant. Questions to staff? Commissioner Holian.

COMMISSIONER HOLIAN: I just have a comment, and you know certainly I think that this really is the future of how we need to go as far as you know creating a regional water authority. I think it is also important though to consider not just how we're going to deliver water but also our watersheds. I think that we all need to work together to make healthier watersheds so that we have healthier aquifers because an awful lot of our water does come from the aquifers. I know that's not in the resolution but I wanted to bring that up as an important point.

CHAIRMAN CHAVEZ: Thank you, Commissioner Holian. Claudia, I know that a similar resolution has been introduced at the City Council; do we know the timeline and where that is at this stage?

MS. BORCHERT: My understanding is that that resolution that was introduced by Councilor Ives went to the Finance Committee and passed the Finance Committee. Went to the Public Utilities Committee and was tabled – postponed at the Public Utilities Committee and it is still coming forward to the City Council tomorrow night.

CHAIRMAN CHAVEZ: So I want to ask – oh, thank you, Claudia. I want to ask if there's anyone here to speak on this resolution calling for a series of workshops between Santa Fe County, the City of Santa Fe, other Santa Fe area water utilities, and other stakeholders regarding a potential future joint regional water authority, if you would want to speak to that, please, you are welcome to at this point.

SUZANNE RONNEAU: Thank you, Mr. Chairman and Commissioners. I'm Suzanne Ronneau and I speak on behalf of the League of Women Voters.

The League of Women Voters of Santa Fe County supports regional planning for water with the goal of eliminating competition for water and assuring cost efficient water harvesting and delivery. The League believes that relevant government must conduct its programs, policies and activities in a manner that will promote equity, accessibility and protection for all residents regardless of income or geographic location. The resolution calls for a series of workshops among Santa Fe County, the City of Santa Fe and others regarding a potential future joint regional water authority appears to promote the league's principles and accordingly the League of Women Voters of Santa Fe County supports the resolution. Thank you.

CHAIRMAN CHAVEZ: Thank you, and thank you for being patient. Next speaker please.

JOHN BUCHSER: Mr. Chair, Commissioners, my name is John Buchser, I'm a member of the Rio Grande Chapter of the Sierra Club, I'm here speaking on behalf of the northern group. First of all, I'd like to thank Commissioner Stefanics and Chavez and Holian for their service to the community. It's a tough job and I really appreciate the work that you do and I thank you. The entire Commission has done a great job and I thank you for that.

I'd like to second Commissioner Holian's comment about the aquifer. I think that all of these whereases in this motion that ought to be like the first one. If it wasn't for our watershed and the trees and the fact that we have snow held in the mountains above town and up in the Jemez and all of the surrounding areas, including Colorado we wouldn't have this and potentially to go even further that there are obviously it's the purpose of the Commission to think about the people of the community and equity of the water resource for the community but there's also many other plants and animals and eco systems that depend on that so I would like to see that as part of what's being considered here. And I think most importantly, water is a shared resource and it's difficult if you have different entities trying to control that water in a given region. So I really think that the taxpayer is going to be better served if the management of the water is an appropriate regional authority and I think that this is a wonderful step to take to work proactively with the City and other entities within the county to think further about creating a regional entity. Thank you.

CHAIRMAN CHAVEZ: Thank you for being here.

ANNA HANSEN: I'm Anna Hansen, Santa Fe County Commissioner-elect, District 2. First, I want to acknowledge Miguel Chavez for all the work that he has done for the past sixteen years in our community. I know that he has worked extremely hard and I am honored to be able to take this position and this is one example of something that I believe we all care about, is the water in our region. And I want to say that I support this amendment and I will work very hard in the future to make sure that we have a strong regional water authority and it's something that I really care about. There are many things – I also serve on the Santa Fe River Commission for the City and I feel along with Commissioner Holian that it is an important thing to remember our watershed and that the river does not stop at the end of the city. It goes into the County and goes into the Rio Grande. And so it is part of our watershed and is something that we

will all have to be mindful of.

I remember one time when Commissioner Chavez was on the City Council and we worked to clean up the Acequia Madre and it was a great undertaking to take care of our acequias and they are part of the our original water system and something that we need to work on together also with the New Mexico Acequia Association. So with that, thank you for bringing this forward. Thank you both to all of the three Commissioners who are leaving. I respect all of the work that you have done. Thank you.

CHAIRMAN CHAVEZ: Thank you all. Oh, we have one last speaker. Mr. Nylander. If there's anyone else please come forward and then we can move on in the agenda.

CHARLES NYLANDER: Thank you, Mr. Chairman, members of the Commission. I truly want to thank Commissioners Holian and Chavez and Stefanics for their many years of service. This Commission has really accomplished a lot during your tenure. And I stand before you just to make mention of my former chairmanship of Jemez y Sangre Regional Water Council and until recently I was chairman of your Water Policy Advisory Committee and both of those bodies have always supported the concept of regional water and wastewater authorities and I just want to remind you that in 2014 the Water Policy Advisory Committee did prepare a white paper on behalf of the Commission regarding this subject and in 2014 you did pass a resolution that endorsed pursuing it so I just want to encourage the Commission to continue the path and to solicit help not only from your committees but any of the citizens that have a passion for this kind of work. So thank you very much.

CHAIRMAN CHAVEZ: Thank you, Mr. Nylander. And I'll read the one whereas, we did try and include as much as we could in this resolution recognizing past efforts. So one whereas, the County Resolution 2013-43 established the County's water policy advisory committee and included within their scope to explore the concept of an independent regional water authority or authorities. So, Mr. Nylander, thank you for serving on that committee because I know that was all voluntary effort and some of these issues are not easy but we often depend and rely on our citizen volunteers for their expertise so, again, thank you for all your efforts.

Any other questions for staff?

COMMISSIONER HOLIAN: Mr. Chair.

CHAIRMAN CHAVEZ: Commissioner Holian.

COMMISSIONER HOLIAN: I'll move for approval

CHAIRMAN CHAVEZ: Second. I want to thank staff, especially Claudia for working on this resolution. I know there was a lot going on but we really appreciate it and I think the community will appreciate it as well. So we have a motion and a second.

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

[The Commission recessed from 4:35 to 4:55.]

III. C. Miscellaneous

1. Request Approval of the Collective Bargaining Agreement Between the County of Santa Fe and the American Federation of State, County and Municipal Employees (AFSCME), New Mexico Council 18 (Referring to the Bargaining Unit as Local #1413-M)

BERNADETTE SALAZAR (HR Director): Mr. Chairman, members of the Commission, both the Santa Fe County management team and the AFSCME local 1413M who represent our medical staff at the jail worked together to finalize the complete agreement and we finalized that and I feel like we worked really good together. And some of the items that were revised were Article 22, the wage article which include 1 percent cost of living for this group and we also made some modification to Article 20 the overtime provision to clarify that language. We also included a non-economic reopener no earlier than July of 2018 and another wage reopener for this next fiscal year no earlier than May 2017. And I stand for any questions.

CHAIRMAN CHAVEZ: Thank you, Ms. Salazar. Commissioner Anaya.

COMMISSIONER ANAYA: Thank you, Mr. Chair. Thank you, Ms. Salazar and to the management team and your work as well as the bargaining agreement with AFSCME. It's a process. I've been through it. I've been on your side of the equation and I understand how much time and work it is to get through a collective bargaining agreement. So I just want to let you know that I appreciate your efforts and the efforts of the collective bargaining unit and their negotiating team as well. So thank you for your work in the process.

And I'm ready for a motion when the Commission is ready, Mr. Chair.

CHAIRMAN CHAVEZ: Any other questions of staff? Yes, go ahead, the podium is yours.

DANIEL SOLIS: Mr. Chair, Board of County Commission, on behalf of 1413M I'd like to thank you and the County for acknowledging the collective bargaining agreement. Both sides did a very good job and both sides have their own standpoint and I'd just like to say thank you.

CHAIRMAN CHAVEZ: Thank you for engaging in that process. I know as Commissioner Anaya mentioned, collective bargaining is not always easy. Sometimes it is cumbersome and it takes time. It's complicated but it is done in good faith and both sides then ratify that document and we approve it. So really all of the work has been done. So I want to congratulate you for that. Call for a motion.

COMMISSIONER ANAYA: Mr. Chairman, I'd move for approval.

COMMISSIONER STEFANICS: Second.

COMMISSIONER ANAYA: We have a motion and second.

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

III. C. 2. Request approval of the Collective Bargaining Agreement between Santa Fe County, New Mexico and the American Federation of State, County, and Municipal Employees; New Mexico Council 18, Local 1782, AFL-CIO [Exhibit 3: Staff Memo containing agreement]

MS. SALAZAR: Mr. Chairman, members of the Commission, this is also for the full contract and this local 1782 represents various job classifications throughout the County to include Public Works, the Corrections Department, elected offices and so forth. Some of the items that were agreed to were, again, the cost of living for County union employees under 1782 for a 1 percent cost of living. We enhanced the uniform and footwear article and we also allowed for another economic reopener before this next fiscal year starts. And with that, I stand for any questions.

COMMISSIONER ANAYA: Chairman.

CHAIRMAN CHAVEZ: Commissioner Anaya.

COMMISSIONER ANAYA: I would move for approval.

COMMISSIONER STEFANICS: Second.

CHAIRMAN CHAVEZ: Motion and a second. Any further discussion?

MR. SOLIS: Mr. Chair, Commissioners, sorry I didn't introduce myself. I'm president Daniel Solis of AFSCME 1413 1413M. I'll be speaking on behalf of Lucas Herrera who is the president of 1782. AFSCME blue collar contract covers everything under the blue collar. And fortunately he's stuck fixing a water line so he couldn't make it but he'd like to thank you for your time and thank you for great negotiations.

CHAIRMAN CHAVEZ: Commissioner Anaya.

COMMISSIONER ANAYA: Thank you for being present today and I appreciate that you guys stayed at the table and worked for resolution. Thank you.

CHAIRMAN CHAVEZ: Any further questions? Hearing none, do we have a motion and a second --

COMMISSIONER HOLIAN: Move for approval.

COMMISSIONER ROYBAL: Second.

COMMISSIONER ANAYA: We already have a motion and a second, Mr. Chair.

COMMISSIONER STEFANICS: There was a motion.

CHAIRMAN CHAVEZ: Okay, it's hard keeping track. We have a motion and second.

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

III. C. 3. TABLED: Approval of a Memorandum of Understanding Between the Department of the Interior, Bureau of Land Management, Taos Field State Office and Santa Fe County as a Cooperating Agency For The Preparation of an Environmental Impact Statement for The Verde Transmission

III. A. 4. A Memorandum of Understanding Between the City of Santa Fe and Santa Fe County for Wastewater Service for Turquoise Trail Business Park, End of Trail Condominiums, and Industrial Park at Rancho Viejo

MS. BORCHERT: Mr. Chair, members of the Commission, this is an MOU that has been negotiated between the County and the City and allows the wastewater generated by three business parks in the Bisbee Court Highway 14 area to discharge wastewater to the City's collection and treatment system. We are bringing this request before you on behalf of Turquoise Trail Business Park, End of Trail Condominiums and the Industrial Park at Rancho Viejo who wish to build a wastewater collection line extension, become County wastewater customers and de-commission their failing wastewater treatment facility.

And with that I stand for questions.

CHAIRMAN CHAVEZ: Thank you, Claudia. Questions to staff?

COMMISSIONER ANAYA: I'll move approval, Mr. Chair.

COMMISSIONER ROYBAL: Second.

CHAIRMAN CHAVEZ: We have a motion and a second. Any further discussion? Hearing none, all those in favor.

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

III. A. 5. A Water Line Extension and Water Delivery Agreement Between RCS-Turquoise Trail South I, LLC and Santa Fe County for a County Utility Line Extension and Service Agreement

MS. BORCHERT: Commissioners and Mr. Chair, I am here on behalf of Sandra Ely and so this water line and service agreement – between Turquoise Trail South Phase I, LLC and Santa Fe County, allows for us to provide water and wastewater service to this development. The development, Turquoise Trail South 1 consist of 267 single-family lots, 23 multi-family lots and is on the agenda seeking preliminary plat approval later on the agenda tonight. The water budget for the facility is 71.73 acre-feet. The County assumed responsibility to serve water and wastewater service to this development as a result of the annexation agreement. And this agreement determines the conditions under which the development will extend its water and wastewater lines in order to become a water and wastewater customer of the County. And with that, I stand for questions.

CHAIRMAN CHAVEZ: Questions of staff?

COMMISSIONER STEFANICS: Mr. Chair.

CHAIRMAN CHAVEZ: Commissioner Stefanics.

COMMISSIONER STEFANICS: I'd move for approval.

COMMISSIONER ANAYA: Second.

CHAIRMAN CHAVEZ: We have a motion and second. All those in favor.

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

- III. A. 6. **TABLED:** Request Approval of Addendum No. 2017-0154-CORR/IC to GSA Contract GS-07F-0518N with BI Technologies, Inc. to Provide Electronic Monitoring Services for a Total Contract Amount of \$468,000.00 and the Grant of Signature Authority to the County Manager to Sign the Purchase Order
- III. A. 7. **Request Approval of Amendment No. 5 to Agreement No. 2014-0002-LG/MS with Daniels Insurance, Inc., Increasing the Contract Amount by \$60,000.00 for a Total Contract Sum of \$310,000.00 and Extending the Contract from January 1, 2017, to October 1, 2017, for Insurance Broker and Consulting Services and the Grant of Signature Authority to the County Manager to Sign the Purchase Order**

BILL TAYLOR (Purchasing Director): Thank you, Mr. Chair, Commissioners. We are here before you to ask approval for amendment number 5, this is the final amendment to the contract with Daniels Insurance to provide insurance brokerage and consulting services. It adds \$60,000 to their contract bringing the grand total to \$310,000 through October 1, 2017. With that, Mr. Chair, I will stand for questions.

COMMISSIONER ANAYA: Mr. Chair.

CHAIRMAN CHAVEZ: Questions of staff? Commissioner Anaya.

CHAIRMAN CHAVEZ: Mr. Chair, actually I have a question for Mr. Koch who I see in the audience, if he could come forward.

JAMES KOCH: Yes.

CHAIRMAN CHAVEZ: Mr. Chairman, Mr. Koch, thank you for coming forward. There's been a lot of changes in the market associated with insurance and reinsurance and everything occurring throughout the country. Having spent a fair amount of time with the Workman's Comp pool with the Association of Counties I know it is a challenging market. But I wonder if you could just make some brief comments on your take on what's going on in the market and how that might impact counties like Santa Fe County and even the state relative to the insurance market. What's it like and could you provide some feedback for us on your perspective given your experience and background?

MR. KOCH: Mr. Chairman, well, we negotiated for the insurance this year is what a lot of the companies are doing is going to high SIRs, like 100,000. Now Travelers came in at 100,000 SIRs which is way higher than the Association but I think you're going to see that it's continue to go higher. The Association [inaudible] we sat down with Taylor last week and went over the stuff. But your question is totally correct. We're finding that what companies are doing is raising the SIR which is the deductible which is obviously 100,000 deductible to the County is pretty high – and I look for this next year to be tougher.

COMMISSIONER ANAYA: Thank you, Mr. Chairman. Thank you, Mr. Koch. I don't have any other questions, Mr. Chairman.

CHAIRMAN CHAVEZ: I'll call for a motion on this.

COMMISSIONER ANAYA: Move for approval, Mr. Chairman.

COMMISSIONER HOLIAN: Second.

CHAIRMAN CHAVEZ: Thank you. We have a motion and a second to approve this amendment. Do we have any other discussion. All those in favor.

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

III. A. 8. Request Approval of Engineering Agreement No. 2017-0150-PW/MM between Santa Fe County and Loris & Associates, Inc. in the Amount of \$358,136, Exclusive of NM GRT, to Complete the Design of the Arroyo Hondo Trail and the Grant of Signature Authority to the County Manager to Sign the Purchase Order

MR. TAYLOR: Thank you, Mr. Chair, Commissioners. As stated we are here to ask approval to continue services. This is a new contract with Loris & Associates. We entered into a contract back in November of 2012 and professional services require only a four-year term. So this was a sole source based on the fact that they are at 60 percent design so that engineering firm would be required to accept that design at that point and continue on so this is a new contract in the amount of \$358,136. And I stand for any questions, Mr. Chair.

COMMISSIONER ANAYA: Mr. Chairman.

CHAIRMAN CHAVEZ: Thank – yes, Commissioner Anaya.

COMMISSIONER ANAYA: It's exciting we are getting to this point in this project to design and utilize the trail. Can someone, if it's not you, Bill, I'm not picking on you, but could someone else kind of give us maybe a different perspective on the trail itself and some feedback on it. I think is an exciting endeavor that we're moving towards. Mr. Hogan.

MARK HOGAN (Public Works): Mr. Chairman, Commissioner Anaya, this is a project that connects essentially the Community College area to the 599 and is a critical part of the larger trail program that we are coordinating throughout Santa Fe City and County. This is a continuation of the contract, as Mr. Taylor said, that had a four year limit on it due to problems in getting right of entries and getting other form work, the design process was stopped for awhile and now when we restarted it the contract had expired. This is sort of an administrative procedure that we're doing to keep the thing going again now that we've got some momentum back.

COMMISSIONER ANAYA: If you could, Mr. Chairman, Mr. Hogan, to use an old DOT term, could you give me the termini – give me where the trail will start, where it will kind of meanders through and then where it will ultimately end up. Just for the public that might be here or listening in.

MR. HOGAN: Sure. Mr. Chairman, Commissioner Anaya, it's going to tie into the Spur Trail which is behind the Community College and it will continue along

the Arroyo Hondo. It goes in and out of open space areas and there's some private properties. It essentially goes to the matrix of crossings at the 599 interchange and from there it will be continued – it will allow the flat trail in some of the other trail development in that area to connect too. It will help to complete a trail ring around the southeastern and southwestern part of Santa Fe.

COMMISSIONER ANAYA: So, Mr. Chairman, that will take it through multiple commission districts, district 5, district 3, and then district 2. Those three and then ultimately that connects to the other commission districts so all commission districts ultimately will be touched once the loop is made as I'm understanding it; correct?

MR. HOGAN: Mr. Chairman, Commissioner Anaya, that is correct. The whole trail network will be a countywide network and this is a critical link in that.

COMMISSIONER ANAYA: Thank you, Mr. Hogan. Thank you, Mr. Chair.

CHAIRMAN CHAVEZ: Thank you, Commissioner Anaya. Any other questions to staff? I'll entertain a motion.

COMMISSIONER ANAYA: I'd defer to Commissioner Stefanics. It starts in her district.

COMMISSIONER STEFANICS: Well, also Commissioner Holian. But I will move for approval.

COMMISSIONER HOLIAN: Second.

CHAIRMAN CHAVEZ: Motion and second. Any other discussion?

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

CHAIRMAN CHAVEZ: Thank you, Mr. Hogan, Mr. Taylor.

- III. A. 9. Request Approval of the Stanley Cyclone Center Operational Documents**
- a. Policies and Procedures**
 - b. Fee Schedule [Exhibits 4 & 5 proposed fee schedules]**
 - c. Lease Agreement**
 - d. Event Coordinator Contract with Donald H. Reece in the Amount of \$100,000.00 Inclusive of NM GRT**

MICHAEL SPANIER(Community Services): Mr. Chairman, members of the Commission, I am Michael Spanier with Community Services Department. Thank you for that introduction. We are looking for approval on these documents: the policies and procedures, the fee schedule, the lease agreement and the contract for the event coordinator out at the Stanley Cyclone Center. I wanted to introduce the Commission to Mr. Don Reece who is here. He is the individual who has been selected to coordinate the events based on your approval. With that we will stand for questions.

CHAIRMAN CHAVEZ: Okay, thank you. We had some discussion on this earlier and I think I'm going to defer Commissioner Anaya at this point because I think that maybe the sticking point or the item that we need more discussion would be in the area of the fee schedule.

COMMISSIONER ANAYA: Mr. Chairman.

CHAIRMAN CHAVEZ: Yes.

COMMISSIONER ANAYA: I appreciate that, Mr. Chairman, and I appreciate the feedback that we received earlier and just ongoing through the process. We just were handed out another rate structure from staff. I'm going to request in the interest of advancing forward and also restating some of the things that there were some comments on earlier those events that are sponsored by FFA, 4H and educational related those will be free events. Where there is a fee structure is where there's a revenue generating event and the structure I have in front of me reduces that from \$100 to \$50. I prefer zero on that but in the interest of getting started and advancing forward I want to – I would appreciate if the Commission would consider this new structure that we just got handed out with just one, I would just make one amendment: I would ask, and this is in the interest of public use that on that open riding 8-5 that as opposed to \$10 per horse that that be \$5 per horse. That's the only other adjustment that I would ask on this revised proposed schedule, 12/13/16 that we just received.

And, Mr. Chairman, I'm going to respectfully move that for approval, that amended schedule we just got handed out with that one amendment of instead of \$10, \$5 per horse.

CHAIRMAN CHAVEZ: And I'll second for purposes of discussion. I think that this is a starting point and I would imagine that the project manager and staff of community services would monitor the use and the fees and the activity that generated in this new facility and I think we can adjust these up or down if we need to in the future. So I think that it is a good starting point and it may not please everyone but I think it shows that we are sensitive to the public's concerns but we also have to be responsible for the upkeep of that facility. So I think it covers both bases.

Commissioner Holian.

COMMISSIONER HOLIAN: Thank you, Mr. Chair, and I can support this fee schedule. As I said before, this has been a very expensive facility and we should maintain it professionally but it's also incumbent upon us to make sure that this facility is used and enjoyed by our community in many different groups in our community.

I do have one suggestion however, that I would like for Commissioner Anaya to consider and that is to create a small task force and I don't know if that's quite the right term for it. But a task force or some kind of a committee of people who know about riding arenas and they could get together and talk about things like, how should the facility be maintained so that it is professional and also talk a lot about public outreach so we can bring more people into it. What is the best method to use to make sure the facility really is used in the way that it should be. And, then, also they could consider over time what reasonable rates are for this facility as well. So that's just a suggestion that I have.

COMMISSIONER ANAYA: Mr. Chair.

CHAIRMAN CHAVEZ: Commissioner Anaya.

COMMISSIONER ANAYA: Mr. Chairman, I very much appreciate your comments and he comments of Commissioner Holian and I'm going to ask Chris, I think that's a good suggestion on a task force, let's just call it a committee, task force, whatever, let's do a straight forward resolution for January that sets forth a committee maybe the end of the month meeting in January or just in fairness on time, maybe,

February, Chris, gives us a little more time. But I think that's a good idea and who better to provide input than those people that utilize it of all facets.

I would take that as an excellent suggestion and I would just add on that, I'm going to read these in, but on a sponsored event, NMSU sponsored, 4-H revenue generating it would be \$50 and on that I'm going to go ahead and challenge those FFA groups come see me when they want to do an event like that and I'll help make that happen as far as offsetting that cost myself if I need to. And so I'm serious about that. And then on the commercial full-day, \$400; commercial half-day, \$250; riding with livestock, \$250; riding with livestock half-day, \$150; private riding full-day \$80; private riding half-day \$40; open riding instead of -- \$5 it would be open riding. And so the rest stays the same. On the damage deposit I think we want to make sure that we can keep it professional and that it is kept clean and taken care of. So, that's all I have, Mr. Chairman.

CHAIRMAN CHAVEZ: Commissioner Stefanics. Commissioner Roybal. So, on the committee I think it's a good effort to pursue but I will point out that the Department of Community Services has budgeted \$100,000 to contract with an event coordinator. And so we're really asking the event coordinator to do a lot and I'll read it again, and I know he's up to it because he's already been vetted. The event coordinator will manage events, handle marketing and advertising for the facility, develop a website, handle general maintenance and keep reports of events of the facility. So we've been talking about advertising. We've been talking about getting people to use the facility. Getting the word out. This is going to be a big part of making the business plan work and making sure the facility works for the users and for the County. And I just wanted to point that out there because there's a lot of moving parts to this. So we want to be sure that that doesn't conflict or impede what the director might need to do. So I think that needs to be well placed. So I just want you to think about that a little bit. More for you moving forward, Commissioner Anaya.

COMMISSIONER ANAYA: No, I appreciate that, Mr. Chairman. It's going to have a lot of moving parts and I think that committee coupled with the manager and staff working all collectively are going to be a good team of people and so, Mr. Chairman, if we could I think our potential contractor here in a few minutes, may have something to add.

DON REECE: Good evening, y'all, Chairman Commissioner, Chairman Anaya and the rest of the Commissioners. Our market and advertising plan one of the things that we are going to do and we are excited about this whole endeavor, is we are going to incorporate an advisory council of people in the community to lead us in the direction that we wish to go in accordance with what the people in the community want. So that is going to be a priority of us to do. It's addressing the issue that you had brought up, Commissioner Holian, and hopefully we'll take care of what you're asking for.

CHAIRMAN CHAVEZ: So you're calling it an advisory council or committee?

MR. REECE: Yeah, just a bunch of people that are in the horse committee and livestock committee and all of the other people that want to use and we'll get them involved and then they will give us direction and advice.

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

Commissioner Anaya, do you have any other questions or comments or motion?

COMMISSIONER ANAYA: I had a motion and you seconded it, Mr. Chairman.

CHAIRMAN CHAVEZ: I keep losing track – Okay, so there's a motion and a second. Any further discussion?

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

COMMISSIONER ANAYA: Mr. Chairman, Mr. Chairman.

CHAIRMAN CHAVEZ: Yes.

COMMISSIONER ANAYA: Mr. Chairman, it's been a long process and it's been a productive process and many times the steps back we have taken have been steps forward and I see this fee structure as something similar. So I sincerely thank this Commission for their support of the Cyclone Center. I think it is going to be good for the community and the whole county and even the region. And we look forward to engaging in the grand opening and we'll work with the manager, Chris and others to make that happen. But I sincerely, from the bottom of my heart thank each of the Commissioners and the community and all involved who worked on this project to get it to this point. Thank you very much.

CHAIRMAN CHAVEZ: Well, thank you, Commissioner Anaya, and I know that this is something that you have worked on for a couple years and sometimes it takes two or three years to bring a project to completion.

But, again, this is an example of the County, I think going above and beyond just the basis services. We're talking about community services. We're talking about a riding arena. We talked earlier about dental care, mobile health van – the County is really doing so much that we can be proud of and this is another example of what will be a permanent feature in our community for many, many years to come. And the benefit will be there for many years to come as well. So congratulations to all those who have worked on it to get it to this point.

COMMISSIONER ANAYA: Mr. Chairman, if I could.

CHAIRMAN CHAVEZ: Yes.

COMMISSIONER ANAYA: I would be remiss if I didn't mention the manager and all of the staff and former Commissioner Anaya, the Fair Board, the County Extension Service, the Horse Coalition, everybody. It was a unified team effort and it's going to be good for the whole county and the community. So thanks to all, Mr. Chairman.

CHAIRMAN CHAVEZ: Yes, okay, thank you.

III. B. 10. Request Approval of a Lease and Option to Purchase Real Property Agreement for Approximately 318 Acres of Land within the Property Known as the La Bajada Ranch between Santa Fe County and Frank Mancuso Junior [Exhibit 6: Staff Memo containing lease and option to purchase]

MR. FLORES: Thank you, Mr. Chairman. I want to go back to the comment you

just made about it takes a while to get things done. This seems like that is one of those projects.

Before you we have the request approval of a lease and option to purchase real property agreement within La Bajada Ranch. And I want to take you back a few steps to paint a picture of how we came to tonight. As we know, La Bajada Ranch is approximately 471 acres. The Commission back a few years ago when the property was purchased established a committee to look at and discuss proposals and is a key word "proposals" for development of the property. They were guided by certain principles. That committee through the efforts of the Purchasing Division let an RFP for such proposals. The County received one responsive proposal from Mr. Frank Mancuso Jr. for the lease of the entire 471 acres. Subsequent to that and during the negotiations we kept changing the goal line as to what we were doing with the property. For instance, tonight we heard the establishment of the TDR bank. TDRs and the SLDC hadn't been fully implemented at the time of the zoning map when we began this venture with Mr. Mancuso, Jr. That afforded the County to take a look at options like TDRs and potentially reducing the size of the leased area so that the County could maintain a portion of that for community uses. In September, the Board of County Commissioners received a presentation on such a proposal on maintaining concepts for what I would consider the northern part of the property. So although this project is one of those things that in my 20 years of government I didn't really think I would ever get done, we are tonight recommending as staff that the Board of County Commission approve the lease and option to purchase real property that includes the following provisions. The lease is in five year increments and goes through 2021. The annual rate of lease is \$1,800. The lease and option to purchase at the offeror's request that the County has agree to is the establishment of a review committee for the property, for the lower part of the property. And that review committee has the obligation to look at different proposals, the County, Mr. Mancuso, Jr. if it's approved and one other member to be appointed of different things that happen on the property. The property has to maintain its traditional agriculture, livestock and educational components within it and those are things that the review committee would be taking a look at.

With that, Mr. Chairman, I will stand for any questions.

CHAIRMAN CHAVEZ: Well, if I could, Mr. Flores, I want to be sure that we all have the right document in front of us because it was added to the dais, it's not in the packet; is that correct?

MR. FLORES: That's correct. It was on the amended agenda. It's III C. 10.

CHAIRMAN CHAVEZ: Questions of staff. So basically, Mr. Flores, then this is a lease and an option to purchase. It's one document with lease to purchase based on the outcome of the working group.

MR. FLORES: Mr. Chairman, it is actually based upon the outcome of the relationship of Mr. Mancuso, Jr. and the County.

COMMISSIONER STEFANICS: So, Mr. Chair.

CHAIRMAN CHAVEZ: Commissioner Stefanics.

COMMISSIONER STEFANICS: If a government entity sales, it has to be at fair market value; correct?

MR. FLORES: Mr. Chair, Commissioner Stefanics, that's correct. And this requires an appraiser cost be obtained on a five-year increment and also for the sale.

COMMISSIONER STEFANICS: Thank you.

CHAIRMAN CHAVEZ: So explain to me and maybe the public how the lease would convert into a purchase, the option to purchase? Is it a timeline? Is it a dollar amount?

MR. FLORES: Mr. Chairman, there are certain triggers within the lease, time is one of the them. Prior to certain timelines of the lease option the lessee would have to make that request to the County and we would go through the process of initiating the acquisition. So there's two things that go along with that. One, that the lease will allow some time to develop the property in the agricultural educational vein and then see if the lessee actually wants to purchase it. At that time there are certain triggers that would come into play that would include a fair market appraisal and that process that would be for the actual acquisition of the property.

CHAIRMAN CHAVEZ: But at the front end they have to agree to the conditions for the specific uses – the agricultural and educational –

MR. FLORES: Mr. Chairman, the permitted uses are broadly defined. The review committee is set up to vet those types of uses on the property as they move forward through any term of the lease.

CHAIRMAN CHAVEZ: Okay, that helps me.

COMMISSIONER HOLIAN: Mr. Chair.

CHAIRMAN CHAVEZ: Yes, Commissioner Holian.

COMMISSIONER HOLIAN: I just have a question, Tony, who will be on the review committee again, I missed that.

MR. FLORES: Mr. Chairman, Commissioner Holian, the review committee consist of three members: one individual appointed by the County Manager, one appointed by the lessee and one from the community of La Cienega.

COMMISSIONER HOLIAN: Great. And I would just like to say that I am really pleased to see this go forward. You know, long ago when we purchased the land I was hoping that it would be used for agriculture and so I think that that is a really good way to go forward on this property with education related to agriculture. And I understand that they're going to be working with the Community College on this too, correct?

MR. FLORES: Mr. Chairman, Commissioner Holian, I think the lessee would entertain with the review committee any options that were brought forward. I don't know of anything specifically at this time.

COMMISSIONER HOLIAN: But in any event it does sound like it will be used for agricultural education purposes.

MR. FLORES: Mr. Chairman, Commissioner Holian, that's correct. Remember, we're keeping – the County is maintaining a portion of the property for community uses. This only deals with what I consider the southern part of the property.

COMMISSIONER HOLIAN: Correct, yeah, I understand that. Also, I am really pleased to see that the community is going to be involved in making decision about how this part of the property will be used. And, of course, I have to say that I'm glad we'll be able to use some of the development rights to seed our TDR bank. So I

think that this is really a positive outcome for this property, thank you.

CHAIRMAN CHAVEZ: So do I hear a motion?

COMMISSIONER HOLIAN: Yes, I move for approval.

COMMISSIONER ANAYA: Mr. Chairman, I'll second that with a few comments.

CHAIRMAN CHAVEZ: Okay, so there is a motion and a second. Under discussion, Commissioner Anaya.

COMMISSIONER ANAYA: So, Mr. Chairman, this has been an evolution over six years plus after the acquisition. Six years that I've been directly involved in it and it has encompassed discussions and a committee that included people from throughout the County including people in La Cienega about what are those intended uses for a property. So this is just part of it. Mr. Flores, I am glad that you emphasized that this is the southern piece that deals with agriculture and educational uses as well as other potential uses that we would be in the discussions on, what those potential uses are and this Commission would be the body that would authorize or change or modify what those additional uses might be even upon sale as well; correct?

MR. FLORES: Mr. Chairman, Commissioner Anaya, the Board has the authority over this lease and option. The review committee works through the County Manager's Officer on that portion of the way it is set up. For the uses that I would call community uses that we've described on the northern part of the property, the only thing that has been presented to the Board is concepts. They have been presented with the official approval of a plan for the specific type of community uses so that would be under the purview of the Commission.

COMMISSIONER ANAYA: Just so that the community knows what we have been discussing for many years now, is that that those community uses could be fire station expansion, community center, senior center, other educational facility to name a few; correct?

MR. FLORES: That's correct, Mr. Chair and Commissioner Anaya.

COMMISSIONER ANAYA: Are there any other conceptual ones that we've talked about you'd want to put on the record?

MR. FLORES: Mr. Chairman, Commissioner Anaya, we have discussed briefly possibly housing.

COMMISSIONER ANAYA: Possibly some form of housing.

MR. FLORES: So I believe from my perspective the community uses that Mr. Hogan presented back in September covered a myriad of community uses from facilities for community purposes through also housing. As that plan develops that would come before the full Commission.

COMMISSIONER ANAYA: Thank you, Mr. Chairman. Thank you, Mr. Flores.

CHAIRMAN CHAVEZ: I know that Mr. Mancuso is here in attendance; would you want to share any thoughts with us or comments? Now would be the appropriate time.

MR. MANCUSO: I simply would like to thank everybody for the opportunity of engaging with this property. It's an opportunity for my family to do something that we've never done before interacting with the community and the

government agency to try and move a piece of property forward to perhaps use it as a model for use that people can take back home in their private domain and put to use. So with the Community College hopefully being involved I think there is a myriad of opportunities to sort of bring the property forward and to put people in a good place as they relate to how they view the property.

CHAIRMAN CHAVEZ: Good, thank you for being here. Okay, so we have a motion and a second.

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

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 Competitive Sealed Proposals Solicited Pursuant to the Procurement Code, as Allowed by Section 10-15-1(H)(6) NMSA 1978**
- 1. *The Board of County Commissioners of the County of Rio Arriba, et al., v. The Board of County Commissioners of the County of Santa Fe, State of New Mexico, County of Santa Fe, First Judicial District, Cause No. No. D-101-CV-2016-02243***
 - 2. *David Trujillo and Ted L. Peperas v. Board of County Commissioners for the County of Santa Fe, State of New Mexico, County of Santa Fe, First Judicial District, Cause No. D 101-CV-2014-01054***
 - 3. *Disputes (i) Concerning Cost-Sharing for the Buckman Direct Diversion Project; (ii) Arising Under the Water Resources Agreement with the City of Santa Fe; and (iii) Arising Under Annexation Related Agreements with the City of Santa Fe Concerning Water and Wastewater Service Areas***
 - 4. *Proposals for General Liability and Law Enforcement Insurance Coverages for Calendar Year 2017***

GREG SHAFFER (County Attorney): Mr. Chair, Commissioners, the items to be discussed in executive session in a statutory basis to do so are as follows: threatened or pending litigation in which Santa Fe County is or may become a participant, as allowed by Section 10-15-1(H)(7) NMSA 1978, and discussion of competitive sealed proposals solicited pursuant to the Procurement Code, as Allowed by Section 10-15-1(H)(6) NMSA 1978. The four specific items are listed on the amended agenda that was posted last Friday. They are:

- 1. *The Board of County Commissioners of the County of Rio Arriba, et al., v. The Board of County Commissioners of the County of Santa Fe, State of New Mexico, County of Santa Fe, First Judicial District, Cause No. No. D-101-CV-2016-02243***
- 2. *David Trujillo and Ted L. Peperas v. Board of County Commissioners for the County of Santa Fe, State of New Mexico, County of Santa Fe, First Judicial District, Cause No. D 101-CV-2014-01054***

3. Disputes (i) Concerning Cost-Sharing for the Buckman Direct Diversion Project; (ii) Arising Under the Water Resources Agreement with the City of Santa Fe; and (iii) Arising Under Annexation Related Agreements with the City of Santa Fe Concerning Water and Wastewater Service Areas, and then finally,
4. Proposals for General Liability and Law Enforcement Insurance Coverages for Calendar Year 2017

It's not necessary for the maker of the motion to repeat all of that verbatim so long as they recognize that those are the items to be discussed on a statutory basis that justifies discussing them in closed session. Thank you.

CHAIRMAN CHAVEZ: Thank you, Mr. Shaffer. So now I will entertain a motion to go into executive session for the items that were stated by the County Attorney.

COMMISSIONER ANAYA: Mr. Chairman, I move that we go into executive session to review the items as stated by the County Attorney.

COMMISSIONER HOLIAN: Second.

CHAIRMAN CHAVEZ: We have a motion and a second. Roll call, please.

The motion to go into executive session pursuant to NMSA Sections 10-15-1-H (6 and 7) to discuss the matters delineated above passed by unanimous roll call vote as follows:

| | |
|------------------------|-----|
| Commissioner Anaya | Aye |
| Commissioner Chavez | Aye |
| Commissioner Holian | Aye |
| Commissioner Roybal | Aye |
| Commissioner Stefanics | Aye |

[The Commission met in executive session from 5:35 to 7:20.]

CHAIRMAN CHAVEZ: If I could have your attention please. Thank you for being patient.

COMMISSIONER HOLIAN: Mr. Chair.

CHAIRMAN CHAVEZ: Commissioner Anaya, oh I am sorry, Commissioner Holian.

COMMISSIONER HOLIAN: It's a late night. I move that we come out of executive session.

COMMISSIONER ROYBAL: Second.

CHAIRMAN CHAVEZ: Motion and a second to come out of executive session. All those in favor.

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

COMMISSIONER STEFANICS: Mr. Chair, I would like to clarify that we only discussed the items noticed and present were five County Commissioners, the

County Manager, the County Attorney, the Deputy County Attorney.

CHAIRMAN CHAVEZ: And we have one item to take action on as a result of the Executive Session.

COMMISSIONER STEFANICS: I think we have a couple.

MR. SHAFFER: Mr. Chair, there are actually several items: items 4.B through F that would be related to topics discussed in executive session but would need to be approved in an open meeting pursuant to votes of the Board.

CHAIRMAN CHAVEZ: So each of those would need a separate motion?

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

COMMISSIONER STEFANICS: Mr. Chair.

CHAIRMAN CHAVEZ: Commissioner Stefanics.

COMMISSIONER STEFANICS: I'd like to move, get a second and then get an explanation of each one.

CHAIRMAN CHAVEZ: Okay.

IV. B. First Amendment to the Facility Operations and Procedures Agreement for the Buckman Direct Diversion Project

COMMISSIONER STEFANICS: I move the first amendment to the Facility Operations and Procedures Agreement for the Buckman Direct Diversion Project.

COMMISSIONER HOLIAN: Second.

CHAIRMAN CHAVEZ: Motion and a second. Discussion; Commissioner Stefanics?

COMMISSIONER STEFANICS: Could we have an explanation, Mr. Shaffer?

MR. SHAFFER: Yes, Mr. Chair, Commissioner Stefanics. The first amendment to the Facilities Operations and Procedure Agreement for the Buckman Direct Diversion Project does several different things and resolves several different disputes amongst the BDD partners. First and foremost it resolves a dispute that had arisen relative to how so-called project-wide costs were allocated amongst the parties. The first amendment would memorialize the parties existing practice with respect to what project-wide costs are and then would allow those costs to be allocated amongst the parties are based upon actual water delivers as opposed to capacity. So that resolved a dispute raised by the City relative to project-wide costs and whether or not they had been properly approved by all the BDD partners and how they were going to be covered on a go forward basis.

It also resolves the dispute relative to how litigation expenses and costs of the BDD Board would be allocated among the parties and it treats those expenses as project-wide costs. So, again, those project-wide costs would be allocated amongst the parties based upon actual water deliveries as opposed to capacity; however, the County's share of those project-wide costs would be capped at 30 percent with the City agreeing to pick up any excess above that 30 percent cap less any contributions from the Las Campanas Club and the Las Campanas Cooperative.

In addition, the first amendment to the Facility Operations and Procedures

Agreement would have some cleanup changes to the agreement to clarify some percentages and some ambiguities and then also account for the fact that the Las Campanas interest in the Buckman Direct Diversion Project had been assigned to the Club, the Co-op and another entity [inaudible] with the County picking up a portion of their capacity.

So I think that would be the high level summary that I would provide. It was something that was negotiated as part of a mediated effort to resolve some disputes and I would also offer that the Utilities Division Director Claudia Borchert is here if she wants to add anything to my summary or if you have any questions for either of us.

CHAIRMAN CHAVEZ: Commissioner Stefanics.

COMMISSIONER STEFANICS: Mr. Chair, you have a motion and a second. That's all.

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

IV. C. Amendment No. 2 to the Joint Powers Agreement between the City of Santa Fe and County of Santa Fe Governing the Buckman Direct Diversion Project

COMMISSIONER STEFANICS: Mr. Chair.

CHAIRMAN CHAVEZ: Commissioner Stefanics.

COMMISSIONER STEFANICS: I'd like to move approval Amendment No. 2 to the Joint Powers Agreement between the City of Santa Fe and County of Santa Fe governing the Buckman Direct Diversion Project.

CHAIRMAN CHAVEZ: Second. Clarification.

MR. SHAFFER: Mr. Chair, Commissioner Stefanics, by way of general overview of Amendment No. 2 to the Joint Powers Agreement, part of what's in Amendment No. 2 has already been previously approved by the Board earlier this year and those are provisions relative to an alternate citizen member on the BDD Board as well as making automatic resignation only for unexcused absences. So those provisions have already been approved by the Board of County Commissioners earlier this year; however, they had not been ratified in my understanding by the City County as the City of Santa Fe is the other party to the Joint Powers Agreement.

The new item relates to a non-voting member of the BDD Board and an alternate for that non-voting member which would be selected jointly by the Las Campanas Club and the Water Cooperative and that would allow them to have a greater input into the decisions of the board and participation but they would be non-voting members. That was something that also arose out of our mediated discussions and would allow them to participate again and have access to a greater level of information but they would be non-voting members. That seems advisable given that they are part owners – not part owners, excuse me, that they do have an interest in the system and are responsible for ongoing costs related to the BDD project.

With that I would stand for any questions, as well as Ms. Borchert.

CHAIRMAN CHAVEZ: Thank you, Mr. Shaffer. Any questions to the attorney? We have a motion and a second. Any further discussion? Commissioner

Anaya?

COMMISSIONER ANAYA: No.

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

IV. D. Amended and Restated Water Resources Agreement between the City of Santa Fe and Santa Fe County

COMMISSIONER STEFANICS: Mr. Chair.

CHAIRMAN CHAVEZ: Yes, Commissioner Stefanics.

COMMISSIONER STEFANICS: I would move the Amended and Restated Water Resources Agreement between the City of Santa Fe and Santa Fe County.

COMMISSIONER HOLIAN: Second.

CHAIRMAN CHAVEZ: Motion and second. Any discussion; Mr.

Shaffer?

MR. SHAFFER: Mr. Chair, Commissioners, the Amended and Restated Water Resources Agreement would resolve a variety of disputes between the City of Santa Fe and Santa Fe County relative to water deliveries by the City of Santa Fe when the Buckman Direct Diversion Project is not producing water. First and most significantly the amended and restated agreement would make 1,350 acre-feet per year of water available to the County in perpetuity from the City for any reason. So that is water that would be available to the County on demand. That replaces and merges two separate provisions in the existing agreement. One that provided 500 acre-feet per year of wholesale water and another that provided 850 acre-feet per year of back-up water. That provides a greater flexibility to the County Water Utility as it goes about planning its operation. Second important point is that it resolves the cost of that water to the County and provides that on a go-forward basis the cost of the water to the County would be the same as the lowest volume metric tier charged by the City for its residential water users. So instead of being in a class of one as a wholesale customer outside of the City limits we would be treated the same as its retail customers and we would be charged the rate that is charged to the lowest volume users of the City.

In addition, the Amended and Restated Water Resources Agreement resolves disputes related to monies that the City claimed the County owed them for water delivered in the past. The County would agree to make a lump sum payment to the City to resolve those disputes and the City would agree to use that lump sum payment to construct certain master meters that the County would otherwise be obligated to build but for this agreement, the net cost being not much different as between the two.

In addition, the County would agree to pay a one-time \$200,000 fee in lieu of wheeling charge to avoid wheeling charges on BDD water until January 1, 2021. In addition, the rate for wholesale water that I described earlier would be locked in until January 1, 2021. The parties would also agree upon the – as to the need for master meters and certain locations to deliver water to the County and then finally we would resolve the price to be paid for water that was delivered after July 1, 2015 through the date of the agreement.

But in summary, in terms of significant points it is to provide the County with a

larger perpetual supply of water on demand whenever the County wants it, regardless of the reason and it does resolve rate issues through January 1, 2021 and then finally would highlight that in the agreement the County does agree to impose the same water restrictions on its customers as the City imposes upon its customers in the event of a water shortage and that's just to make sure that all of the customers of this regional resource are sharing equally in terms of the restrictions necessary to ensure a supply of water to everyone. And I think with that I would stand for any questions as would Ms. Borchert.

CHAIRMAN CHAVEZ: Hearing no further debate or discussion; there's a motion and a second. All those in favor.

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

IV. E. City of Santa Fe and Santa Fe County Agreement Regarding Water and Wastewater Service for Agua Fria, Hyde Park, High Summit, and Cloudstone

COMMISSIONER STEFANICS: Mr. Chair.

CHAIRMAN CHAVEZ: Yes, Commissioner Stefanics.

COMMISSIONER STEFANICS: I would move approval of the City of Santa Fe and Santa Fe County Agreement Regarding Water and Wastewater Service for Agua Fria, Hyde Park, High Summit, and Cloudstone.

CHAIRMAN CHAVEZ: Second.

MR. SHAFFER: Mr. Chair, Commissioners, this particular agreement would memorialize the parties agreement with respect to how certain areas outside of the presumptive City limits would be served. Specifically with respect to the Agua Fria Traditional and Historic Village what the agreement would do is generally divide the village into the area south of the Santa Fe River and the area north of the Santa Fe River and with respect to the area south of the Santa Fe River generally speaking the City of Santa Fe would provide water and wastewater service to that area in consultation with the Agua Fria Community Water System Association. The rationale behind that general division of service area is that all of the infrastructure – or the majority of the infrastructure that surrounds the area of the Traditional Village south of the Santa Fe River is owned by the City and it would be cost prohibitive for the County to try and serve that area if we had to construct master meters at any given connection and in addition, the wastewater infrastructure that is available there to serve belongs to the City.

The exceptions to that general rule would be that the County would continue to provide backup water to the Agua Fria Community Water System Association so that Association would continue to be a customer of the County's because we do have the existing infrastructure I believe, to serve that association.

In addition, Vista Aurora Subdivision would remain water and wastewater customers of the County until such time as the County replaces the existing lift station that serves that subdivision with a gravity line that is built to City specifications at which time the customers and the infrastructure would be transferred to the City and then I think those are the only exceptions to that rule and when they would expire.

If respect to the portion of the village north of the Santa Fe River, the County would agree to provide new water and wastewater in that area and the rationale is that the existing infrastructure would be built in as those customers come on line and that infrastructure could be the County's infrastructure and there really wasn't the same issues that we encountered in trying to serve the south side of the traditional village. In addition the agreement provides for a streamline process for the County to get permission to tie into the City's wastewater system.

With respect to Hyde Park Estates, the agreement memorializes the City's approval of the existing meter that serves Hyde Park Estates as a point of delivery should the County assume or take over the assets of the Hyde Park Estates Cooperative Domestic Water Association.

The agreement memorializes that the City would continue to serve the High Summit Subdivision given the infrastructure that the City has in that subdivision and other ongoing contractual relationships and disputes relative to the subdivision. And, finally, the agreement would have the City continuing to serve customers in Cloudstone which is a small pocket of customers outside the presumptive City limits the service of which would be cost prohibitive if we needed to install a master meter. So that would be it by way of my summary and again, myself and Ms. Borchert would stand for any questions.

CHAIRMAN CHAVEZ: Thank you, Mr. Shaffer. So we have a motion and second. Any further discussion? Hearing none, all those in favor.

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

IV. F. Resolution No. 2015-145, A Resolution Authorizing the County Manager to Negotiate the Terms of General Liability and Law Enforcement Insurance Coverages for Calendar Year 2017 and to Execute Purchase Orders and Other Documents Necessary to Effectuate Such Coverages [Exhibit 7: Resolution 2015-145]

CHAIRMAN CHAVEZ: Commissioner Stefanics.

COMMISSIONER STEFANICS: I would move approval of –

MR. SHAFFER: Mr. Chair, Commissioners, I'm sorry. If I could, I handed out to the Board and to the court reporter and to the County Clerk a completed version of that resolution that fills in the name of the offer determined to be most advantageous which is the New Mexico Association of Counties Insurance Pools. That was passed out to the Board and it is in front of your individual chairs and again was handed out to the Clerk and the court reporter. And I just wanted to make clear that this is what is being moved.

CHAIRMAN CHAVEZ: Commissioner Anaya.

COMMISSIONER ANAYA: Mr. Chairman, I move a resolution authorizing the County Manager to negotiate the terms of general liability and Law Enforcement insurance coverages for Calendar Year 2017 and to execute purchase orders and other documents necessary to effectuate such coverages.

COMMISSIONER HOLIAN: Second.

CHAIRMAN CHAVEZ: So there's a motion and second. Mr. Shaffer, would there be any reason to read any of the specifics into the record?

MR. SHAFFER: Mr. Chair, I don't believe it would be necessary. It has been made part of the record but I would highlight that under the resolution that is being moved for approval by the Board it does reflect that the Board of County Commissioners has determined that the New Mexico Association of Counties Pools proposal was the most advantageous for calendar year 2017 and that the Board is delegating to the County Manager the authority to negotiate with the NMAC pools and execute necessary agreements to effectuate those coverages. So I think that covers it.

CHAIRMAN CHAVEZ: Yeah, so, I'm going to read the "now therefore be it resolved," that the Board hereby delegates to the County Manager the authority to 1) negotiate with the New Mexico Association of Counties Pools for general liability and law enforcement insurance coverage for calendar year 2017 and execute purchase orders and other documents necessary to effect such coverages regardless of the amount of the premiums.

So there's a motion and a second. All those in favor.

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

V. MATTERS FROM THE COUNTY MANAGER

A. Miscellaneous Updates [See page 80]

CHAIRMAN CHAVEZ: Let's move on and we'll come back to the County Manager a little later. We had some miscellaneous updates we were going to hear from her. But we'll go on.

VI. MATTERS OF PUBLIC CONCERN

CHAIRMAN CHAVEZ: We have the public an opportunity earlier to speak to the Commission on issues of interest to you and I'm asking now if there was anyone here who would like to speak under matters of public concern?

COMMISSIONER STEFANICS: Mr. Chair, weren't we going to hear from the Veterans for Peace?

CHAIRMAN CHAVEZ: If they're here but I don't see them here and this would be a good time that they were hoping to speak to the Commission. Are there any member of the Veterans for Peace here? I'm sure we can accommodate them at another meeting. Again, I'll ask if there is anybody here this evening that would want to speak to matters of public concern?

VII. DISCUSSION/INFORMATION ITEMS/PRESENTATIONS

A. Matters from County Commissioners and Other Elected Officials

CHAIRMAN CHAVEZ: Madam Clerk, do you have anything at this

time?

CLERK SALAZAR: Just that we are completing everything with the election. In the background there is always more to do and to this day, we've sent out our certificates of those that have been elected and also it has been certified by the State and so we move forward and now we are preparing for the election in February, February 7th is an election for School Boards and the Community College. So we are gearing up for that already. Thank you so much.

CHAIRMAN CHAVEZ: Yes, thank you. So I'm going to ask my colleagues, then, do we want to dispense in matters from the County Commissioners and move to the public hearings? Okay.

VIII. PUBLIC HEARINGS

A. Ordinances

Ordinance No. 2016-8, An Ordinance Amending and Restating in its Entirety Exhibit A to the Fee Ordinance of Santa Fe County, Ordinance 2015-10. (SECOND AND FINAL PUBLIC HEARING) (Growth Management Department/Penny Ellis-Green) (Potential Action Item) [*Ordinance on file with Growth Management Department*]

CHAIRMAN CHAVEZ: Ms. Penny Ellis-Green.

Peg: Thank you, Mr. Chair, Commissioners. On November 29th the Board held their first public hearing on this ordinance so this is now the second public hearing. This ordinance includes a reduced fee for residential and non-residential remodels. It includes a new line item for minor amendments for a conceptual site development plan, clarification of the variance fee is per variance and that the third-party review is per review. Again, this is the second and final public hearing and staff recommends approval of this ordinance and I stand for questions.

CHAIRMAN CHAVEZ: Questions of staff? Okay, thank you, Penny. Okay, so we're going to the public hearing. Again, this is the second and final public hearing. Is there anyone here this evening that would like to speak to this ordinance amending and reinstating the exhibit A to the fee ordinance to the Santa Fe Growth Management Plan? No, okay. This is an action item and I'll call for a motion.

COMMISSIONER HOLIAN: Mr. Chair.

CHAIRMAN CHAVEZ: Commissioner Holian.

COMMISSIONER HOLIAN: Yes, I move that we approval an Ordinance Amending and Restating in its Entirety Exhibit A to the Fee Ordinance of Santa Fe County, Ordinance 2015-10.

COMMISSIONER STEFANICS: Second.

CHAIRMAN CHAVEZ: Motion and second. Any further discussion?

COMMISSIONER STEFANICS: I have a comment.

CHAIRMAN CHAVEZ: Under discussion, sure.

COMMISSIONER STEFANICS: I just want to thank the staff. You did reduce the fees. I want that to be clear to the public that we made recommendations for reducing some of the fees for renovations and we did take that into account and I thank

the staff very much for that.

CHAIRMAN CHAVEZ: Motion and a second. Roll call, please.

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

CLERK. SALAZAR: The ordinance passes.

- 2. Ordinance No. 2016-___, An Ordinance Amending and Restating in its Entirety the Santa Fe County Sustainable Land Development Code (SLDC), Ordinance 2015-11.** (SECOND AND FINAL PUBLIC HEARING) [*Exhibit 8: Proposed SLDC Amendment dated 12/13/2016 presented by staff; Exhibit 9: Santa Fe County Ordinance 2003-6; provided by Jim Siebert; Exhibit 10: photos of fatal crash in Madrid, provided by D. Senior; Exhibit 11: correspondence between Ross Lockridge and Jim Kuipers*]

CHAIRMAN CHAVEZ: Ms. Green.

Peg: Thank you, Mr. Chair, Commissioners. Again the BCC held their first public hearing on this ordinance November 29th. The memo in your packet lists major changes. I'd like to enter it into the record but go over a few changes related to water and subdivisions.

Related to subdivision changes we did change the title to reflect that there are other plat reviews. We made an amendment under summary review subdivisions so that it explicitly provides that this applies to subdivision of no more than five lots. We modified Sections 5.7.33 and 5.8.45 so the applicants would know what stage a Board approved water allocation or water delivery agreement is required for a subdivision. In Section 5.7.5 we added language to clarify that the reviewing agencies have 30 days to review. In the adverse opinion section, 5.7.5.3 this section was clarified to better explain the timeframe for the process regarding adverse opinions. The minor amendment section, Section 5.7.9.1 was revised to assure it would be available for subdivisions decreasing the number of lots in their subdivision and the appeal section was amended to refer to Chapter 4. An addition related directly to subdivisions some of the other changes in Chapter 6 clarified that the water study requires a water quality analysis. In Chapter 7 the roads tables, Tables 7.12 and 7.13 changed the road standards for SDA 2 areas from urban standards to rural standards. Table 7.20 required a longer pumping standards for subdivision over five lots in order to obtain accurate testing results and in Section 7.13 the water suppliers will now have the same 99 year water supply requirements.

Again, on Chapter 7 changes regarding the water, Table 7.18 and 7.17 is when you connect to a water system. We made those tables uniform to make it clear that residential connection is only for a dwelling, a new dwelling. The tables were split up for water and sewer as our legal ability to require connection is different for each of these

utilities.

The water restriction section was changed, that's Section 7.13.11.1 to make it clear that the .25 acre-foot limit is for new dwelling units. The water conservation harvesting section was amended, that's Section 7.13.11.7, the requirement of 2,500 square-foot or larger to install a water harvesting cistern was changed to 2,500 square feet of heated area. In Section 7.13.12 was added due to our ability to require hooking up to the County Utility, a county domestic well permit requirement was added in for a service area within the County Utility.

Since the November 29th meeting there have been several changes. They start on page 9 of your memo. At the first public hearing on November 29th several comments were received and staff has addressed these. The first on is Section 7.17.10.2, since writing this memo we actually have reviewed the old MSRDR regs that this requirement was based upon and we've now proposed a new change. Robert just handed that out and that was regarding the disturbed area limitation and would now read that, The disturbance for required primary driveways should not be included in the disturbed area square footage. In addition, we propose removing Section 7.17.11 which was the section that required no visibility from an arterial road for any lot over 7,800 in elevation. We did that because there is already visibility requirements in the other sections.

In addition to that, we did get reviewing comments from both the Office of the State Engineer and the State Historic Preservation Office and on page 10 of your memo I have listed a number of changes including in Chapter 4 the language was changed from 30 days for reviewing agencies to review from the request being received by their office. We added in the language ready, willing and able letter for consistency in Chapter 5, in Section 5.7.33. We changed language to allow reviewing agencies, again, the 30 days from when they received the request in Chapter 5.

In Chapter 6 we added a reference to Section 7.13, the water section into the water quality section of the water study from Chapter 6. And Chapter 7 changes included statute references being changed. We added in a requirement for hydrogeological boundaries as specified in the 99 year for the hydrologic reports in 7.13. We combined two sections that were repetitive; that was Section 7.13.7.2 and 7.13.7.8. We changed a sentence to clarify when an excavation permit is necessary. That was a request from the State Historic Preservation Office and that's in Section 7.16.3.1. We added in statutory administrative code reference in Section 7.16.3.2. We changed grammatical errors, removed the State Historic Preservation Officer language from 7.16.5.12 regarding funding to land owners and in 7.16.10 we proposed in the section to include the State Historic Preservation Office depending on the type of human remains that were found.

So those were the changes that we received and comments that we received from reviewing agencies. Again, this is the second public hearing and staff recommends approval of this ordinance with the one change that was handed out today. And I stand for questions.

CHAIRMAN CHAVEZ: Thank you, Penny. Before we ask questions, I want to ask the public if anyone here this evening would like to speak to this ordinance? Please come forward.

FRANK HERDMAN: Thank you, Mr. Chair, members of the Commission. My name is Frank Herdman. You may recall, Commissioner Stefanics

from the last meeting that I represented property owners – or represent property owners who had concerns about the disturbed area limitation. And I'm here to express my strong support for the amendment that was handed out separately and proposed by staff that now excludes the primary driveway from the 12,000 square-feet of disturbed area.

I want to thank staff for listening to our concerns regarding this section as it is currently drafted and I respectfully request that you adopt that amendment as part of your amendments this evening. Thank you very much.

CHAIRMAN CHAVEZ: Thank you. Next speaker please.

[Duly sworn, Jim Siebert testified as follows]

JIM SIEBERT: My name is Jim Siebert and my address is 718 Juniper Drive. I have one recommended small amendment to the water harvesting and what I'm going to do is refer back to the prior code and I'll read it to you and I'll hand it out as well. That there's an option that says, the size of cistern may be adjusted to provide a month's worth of landscaping water. And what that section of the code allowed, it allowed a more scientific analysis of how to determine what the size of the cistern should be and what this is and it's the methodology that we've been using previously, is a water harvesting methodology prepared in Albuquerque but the data is statewide. And what it does is it takes a look at the landscape, determines what the demand of the landscape is and then it assesses what the supply would be and it does it on a monthly basis so you can determine is there a deficit, is there a supply? And it tracks for the entire year. We use something called a drought standard which is 9.5 inches of water so there's some built-in conservative estimates and can be done in the process but what we've found is that when you use the right type of plants you don't need the amount of storage that is specified in the code.

So I'll hand this out and ask you if you would consider adding that one sentence and there's one for the recorder as well. And you might consider that as an amendment to the water harvesting. Thank you.

CHAIRMAN CHAVEZ: Thank you, Mr. Siebert. Next speaker please.

[Duly sworn, Diane Senior testified as follows]

DIANE SENIOR: My name is Diane Senior. I live at 317 B Camino Cerro Chato in Madrid and I am under oath.

I'm here today to urge you to support several important modifications that have been proposed to improve the sand and gravel extraction section of the SLDC. The proposed modifications I support include an increase in the required setbacks for extraction operations, particularly within rural residential areas, the 200 foot current setback is simply insufficient to protect health, safety and welfare of nearby residents.

A two-year amendment on extraction operations would ensure that the rights of rural residents are fairly balanced with those of mining interests. A five-acre threshold for "small operations" this adjustment would minimize surface disturbance and the resulting public health and safety concerns of the fugitive dust and would minimize the reclamation required to return the area to an acceptable state.

I also support an increase in setbacks for large scale DCI mines to 1,000 feet from all public rights-of-way, recreational easements and environmentally sensitive lands in addition to half-mile from any public park. Further, I support the comments from Madrid Firefighter Steve Shepherd who addressed you at the last meeting. He was one of our

first responders dealing with the aftermath of a fatal truck crash in Madrid this past September. To reiterate his concerns which are shared by many members of the community, he said, the Santa Fe County Sustainable Land Development Code doesn't address a pre-existing sand and gravel operations that put over loaded tandem trucks on our scenic byway. But it can reduce the future growth of these trucks. Specifically, the SLDC Sections 10 and 11 should be modified to exclude any new permits for sand and gravel extraction that will require the use of the Turquoise Trail Scenic Byway.

I urge you to study the pictures from September's accident that were just handed out ????. I urge you to consider the true cost of extraction activities as you make your decisions about what is best for the County. While it is truly tragic that a young man lost his life, we are thankful that the accident was in the early morning before children were out or tourists were wandering the streets. I imagine it is hard as Commissioners to listen to seemingly endless complaints and concerns from your constituents but please resist the temptation to write them off as overblown or unfounded. While accidents don't happen every day, they do happen. And it is local residents and the communities that bear the brunt of the burden when they do. It's our lives that are disrupted. It is the lives of our families and friends that are put at risk. It's our small town economy so heavily reliant on tourism that suffers when these kinds of costs are externalized onto communities.

We're asking for your help to curb the activities that jeopardize the things that we hold dear. The Sustainable Land Development Plan clearly articulates a vision that places high value on preserving those characteristics that make Santa Fe County unique and wonderful. The SLDC has made good progress to recodify those principles but there is still work to be done. I urge you to adopt the proposed changes and look for additional opportunities to continue to align the code with the values articulated in the Sustainable Land Development Plan. Thank you all for your efforts on this matters.

[Duly sworn, Ross Lockridge, testified as follows]

ROSS LOCKRIDGE: Ross Lockridge, PO Box 22, Cerrillos and I'm sworn. Concerning small mines I'd like to also thank you for your vote to support setbacks and encouraging limits to duration for the public welfare at the last hearing. We too feel that the regs of the size of small mines would benefit with some modifications to ensure keeping the area of disturbance to a minimum. It's important to be watchful of such smaller projects as well as large ones. Doing right with the smaller mines which should be easier to accomplish will also benefit the development of regs for the larger mines.

The hand out is a discussion with mining engineer Jim Kuipers on two issues Penny brought up at the first hearing. One concerns mines proposed in irregular terrain and the other has to do with access roads and maneuverability both of which she has been concerned to call for more space than five acres, which we think is sufficient. Concerning access, Jim's response is nuanced having to do with total disturbed area if one does or does not include a road to the ore deposit. And he shows that a smooth turnaround, where you don't have trucks having to backup, can be accomplished within one acre related to the staging area. Mining in irregular terrain has its own set of cautionary concerns, mainly related to possible difficulties in reclamation.

We are pleased that the current staff has pledged to ensure that a mining operation will monitored with sites visits and not only will the entire zone will GPS'd but that the

area within the zone of an expected disturbance will also be GPS'd. We suggested that since staff personnel changes that those items be put into the regs to make clear that the area of disturbance will be monitored and contained to an approved and agreed to mining plan. Thank you.

CHAIRMAN CHAVEZ: Yes, thank you. Okay, I think that closes the public hearing portion of this unless there is someone else who would like to speak to this item. Okay.

What is the pleasure of the Board? Commissioner Anaya.

COMMISSIONER ANAYA: Mr. Chairman, I've had some preliminary discussions with staff related to and it's in context to some of the comments we recently heard relative to mining. But I wanted to say them onto the record so that the public could hear them and so that staff could begin the process of evaluating how the comments fit in and how we might be able to figure out how to deal with them.

But as it relates to mining in particular we don't have anything that I can see unless staff tells me otherwise that delineates between what is mining and what is reclamation. And there are points relative to reclamation that have some of the same impacts when you're talking about trucking and other aspects associated with that reclamation but they are two distinct subsets. Reclamation is not mining or vice-versa but they do have similar impacts. So I think we need to have a discussion and baselines or guidelines as we progress to figure out how to deal with those issues because they are two separate things. Specifically, there are requests to utilize tailings, mine tailings, as a product. There are piles of tailings in different locations throughout the County in two specific areas in District 3, Madrid being one area and San Pedro being another. But there are other areas and so I think we need to ask the question and answer the question and have some reasonable frameworks that we work under to deal with what is reclamation and then how do we monitor it and permit it, I guess, is what it is going to come down to.

So, I wanted to put that on record. There's people here who have raised the item with me. They're sitting in the audience and there's always been this constant concern associated with overall mining in general. So I wanted to, Mr. Chairman, put that on the table. I've already spoken with Ms. Ellis-Green and the next – in the coming year and months we have many issues to deal with but this is going to be one that I put on the table for discussion and deliberation. So I don't need any response right now, Mr. Chairman, but I did want to say that on the record.

CHAIRMAN CHAVEZ: Thank you, Commissioner Anaya. So, Penny, there were two issues that stand out a little bit more in the public's comment. One having to do with setback and the other having to do with water harvesting. Have you thought – have you been able to put any thought into those suggestions?

MS. ELLIS-GREEN: Mr. Chair, Commissioners, related to the water harvesting on page 7-76 of the Ordinance under the residential structure, it does state the administrator may approve a lower amount based upon the applicant's proposed landscaping and under the non-residential structures it states that cisterns should be sized to hold a minimum of 1.5 gallons per square foot of roofed area or the equivalent of one month's supply of captured water as determined by the administrator. So that is actually already allowed in that section.

The one other comment that I saw was regarding the GPSing of small mine areas and that is on page 10-48 under phasing. It states that the applicant must GPS all stakes and make them digitally available to the County upon request in GIS format. So that was included.

Regarding the setbacks for smaller mines. Staff doesn't recommend a change since the Board has already proposed a change in the setback section for small scale mining, again on page 10-48, of 1,000 feet from existing residential structures and we have taken direction from the Board on this issue.

CHAIRMAN CHAVEZ: Okay, I just wanted to give you an opportunity to respond to some of the comments and be sure that we're not ignoring them and if we can incorporate them into the code now to the extent possible that we can do that. Okay, thank you, Penny.

That closes the public hearing portion. Are there any questions of staff at this time? I'll entertain a motion to approve – this is an action item.

COMMISSIONER HOLIAN: Mr. Chair.

CHAIRMAN CHAVEZ: Commissioner Holian.

COMMISSIONER HOLIAN: Do we need to specifically need to reference this proposed amendment that Penny handed out to us?

MS. ELLIS-GREEN: Mr. Chair, Commissioners, if you could include that in your motion, thank you.

COMMISSIONER HOLIAN: Okay. I will make a motion to approve an ordinance amending and restating in its entirety the Santa Fe County Sustainable Land Development Code, Ordinance 2015-11 and including the proposed SLDC amendment for Section 7.17.10.3 disturbed area limitation that was handed out to us by staff.

COMMISSIONER ANAYA: Mr. Chairman.

COMMISSIONER ROYBAL: Second.

CHAIRMAN CHAVEZ: Commissioner Anaya.

COMMISSIONER ANAYA: Mr. Chairman, and I was just consulting with the attorney to make sure that we make a comprehensive motion but in addition, if I could?

CHAIRMAN CHAVEZ: Yes.

COMMISSIONER ANAYA: Mr. Chairman and Commissioners, with regard to the amendment of Chapter 5 subdivisions, land divisions and other plat reviews, I would offer the following short statement to be included in the record as the Board's reasoning and general basis of the Board's decision: The proposed amendments in a re-stated format add clarity and simplification to Chapter 5. For example, the chapter title was amended to reflect that there are plat reviews other than subdivision plats which are governed by Chapter 5. The summary review subdivision section now explicitly provides that it only provides to subdivisions of not more than five lots, Sections 5.7.3.3 and 5.8.4.5 were modified so that applicants will know at what stage a Board approved water allocation or water delivery agreement is required. The revisions establish a timeframe for review entities to comment on an application which proposes connecting to County utilities. The minor amendment section was revised to ensure that it would be available to subdivisions decreasing the number of lots in a subdivision if the overall layout, design and services to conform to the original preliminary plat, Section 5.7.5.3.

Adverse opinions was modified to incorporate statutory language regarding the timeframe for appealing an adverse decision and the appeals processes of the SLDC were consolidated into a single chapter. Revisions to chapters other than 5 which have bearing on subdivision development are also proposed, for example, Chapter 6 Section 6.4.2.3 was amended to clarify that a water service availability report requires water quality analysis. Chapter 7, Table 7-12 and 7-13, road standards were modified for SDA2 areas from urban standards to rural standards. Chapter 7, Table 7-20 was modified to require a longer pumping standard for subdivisions with more than five lots. Chapter 7, Section 7.1.3 provides that all water suppliers must meet the 99 year water supply requirement. A more detailed explanation of each amendment to Chapter 5 related to the proposed SLDC amendments is contained in the record which includes staff memos and recommendations.

COMMISSIONER HOLIAN: Thank you, Commissioner Anaya. And I do accept that statement being read into the record as part of my motion.

CHAIRMAN CHAVEZ: So there's a motion, a second; any further discussion? Roll call, please.

| | |
|------------------------|-----|
| Commissioner Anaya | Aye |
| Commissioner Chavez | Aye |
| Commissioner Holian | Aye |
| Commissioner Roybal | Aye |
| Commissioner Stefanics | Aye |

CLERK. SALAZAR: Five yeses, congratulations. The ordinance that just passed is 2016-9.

MS. ELLIS-GREEN: Thank you.

COMMISSIONER STEFANICS: Mr. Chair.

CHAIRMAN CHAVEZ: Commissioner Stefanics.

COMMISSIONER STEFANICS: Could we ask Ms. Penny Ellis-Green to provide us revised copies of the entire thing. Even though I am outgoing, I would appreciate a completed document.

MS. ELLIS-GREEN: Mr. Chair, Commissioners, we will be recording once we've entered the final changes we'll be recording within the next week and we will then make copies for everyone.

COMMISSIONER STEFANICS: A New Year's present, thank you.

B. Land Use Cases

- BCC CASE # PCPA 16-5240 Colinas del Sol Plat Amendment, High Desert Partnership, Applicant, James Siebert, Agent, Request an Amendment to a Condition Imposed by the Board of County Commissioners on an Approved Plat for Colinas del Sol. The Plat Created Sixteen 12.5 Acre Lots and was Conditioned to 0.20 Acre Feet Per Year Water Restriction Per Lot. The Applicant is Requesting an Amendment to the Plat**

Condition to Allow 0.25 Acre Feet Per Year Water Restriction Per Lot. The Property is Zoned as Rural Residential and is located at Colinas del Sur Road, via Hwy 285, within Section 25, Township 15 North, Range 9 East, (Commission District 5), SDA-2. Jose E. Larrañaga, Case Manager.

JOSE LARRAÑAGA (Case Manager): Thank you, Mr. Chair. High Desert Partnership, Applicant, James Siebert, request an amendment to a condition imposed by the Board of County Commissioners on an Approved Plat for Colinas del Sol. The plat created sixteen 12.5 acre lots and was conditioned to 0.20 acre-feet per year water restriction per lot. The applicant is requesting an amendment to the plat condition to allow 0.25 acre feet per year water restriction per lot. The property is zoned as Rural Residential and is located at Colinas del Sur Road, via Hwy 285, within Section 25, Township 15 North, Range 9 East, Commission District 5, SDA 2.

On April 10, 2007, the Board of County Commissioners approved Preliminary and Final Development Plan and Plat for a 16 lot Residential Subdivision on 202.03 acres. The BCC imposed a number of conditions of approval on the subdivision. The Plat was recorded on October 23, 2007. The developer of the subdivision has complied with the majority of the conditions imposed by the BCC. One of the conditions was to limit the water use to 0.20 acre-feet per lot. The Applicant is now requesting to amend this condition and requests 0.25 acre-feet of water per lot per year.

Condition # 9 of the 15 staff conditions presented to the BCC at the April 10, 2007, hearing, stated, "Water use on this property will be restricted to 0.25 acre-feet per year per lot." The BCC amended this condition to state, "Water use on this property will be restricted to 0.20 acre-feet per year per lot." The Applicant and the Applicants Agent were allowed to speak in regards to the amendment prior to a final vote on the motion. The BCC approved the 16 lot Subdivision with staff conditions and amendments to condition #3 and #9 by a 3-2 voice vote.

At the time of approval the subdivision was subject to the criteria set forth by the Eldorado moratorium. Section C.2 of Ordinance 2001-14 stated: "New subdivision, land division and master plan applications which do not rely on EDU water service will be processed subject to the Santa Fe County Land Development Code, as amended. However, no density adjustments beneath 12.5 acres per dwelling unit, the basic Basin Fringe Hydrologic Zone Minimum Lot Size will be considered, and these approvals will be contingent upon acceptable site specific hydrology reports, water use covenants and proper well drilling and construction techniques which protect and optimize the source of supply".

The lots are being served by three shared wells. A geohydrology report was prepared and submitted with the Preliminary and Final Plat and Development Plan application in 2006 which demonstrated a 100-year water supply for the 16 lot subdivision known as Colinas del Sol. A community water system was not required due to the size and number of lots involved per the Land Development Code. The report supported sufficient water supply of 0.25 acre-feet per year for each lot.

The current County Hydrologist reviewed the 2006 Geohydrology Report and found that the proposed amendment to restrict water use to 0.25 acre-feet per year for the

proposed subdivision is consistent with the Sustainable Land Development Code and is supported by the geohydrologic report.

Staff Recommendation: On April 10, 2007, the Board of County Commissioners approved Preliminary and Final Plan and Plat for a 16 lot Residential Subdivision and enacted a condition to restrict the water use to 0.20 acre-feet of water per lot per year, therefore, Staff cannot support the Applicant's request to increase the water use to 0.25 acre-feet per year.

It is at the discretion of the BCC to consider an amendment to the approved condition. The BCC may consider the information presented by staff and the Applicant to allow the increase of water use to 0.25 acre-feet of water per lot per year. If the BCC approves an amendment to the condition, staff recommends the following conditions be imposed:

1. The Plat for the 16 lot Subdivision, known as Colinas del Sol, shall be re-recorded illustrating all prior conditions, include reference to the existing disclosure statement, and include reference to revised water restrictive covenants.
2. Prior to the re-recording of the Plat, the three existing wells shall be re-tested for water quality, water quality tests shall be submitted to the County Hydrologist and water treatment systems be installed at the well head if water quality is outside acceptable standards.
3. The revised water restrictive covenants shall limit the water use per lot to 0.25 acre-feet of water per year, address the water contaminants and the proposed mitigation of those contaminants, require that a water meter be installed to each lot and annual meter readings be submitted to the County.
4. A note on the re-recorded Plat shall state: only one dwelling is permitted per lot. No accessory dwellings shall be permitted on any lot.

Mr. Chair, I stand for any questions.

CHAIRMAN CHAVEZ: Questions of staff? Commissioner Anaya.

COMMISSIONER ANAYA: So we typically did .25 and maybe you said it and I missed it but what was the circumstance that we went to .20 instead of keeping it at the standard .25 which we've done on most everything else?

MR. LARRAÑAGA: Mr. Chair, Commissioner Anaya, at that time the Board of County Commissioners due to the moratorium and it's in the minutes of that meeting, decided to go with .20. Staff was recommending .25 and the geohydrology report supported the .25.

COMMISSIONER ANAYA: That's all I have right now, Mr. Chairman.

CHAIRMAN CHAVEZ: Thank you, Commissioner Anaya. I'm going to open it up to the public hearing. Is there anyone here that would want to speak to this?

MR. SIEBERT: Mr. Chair, Commissioners, my name is Jim Siebert. I was previously sworn. The issue – what we've done in your packet is done an assessment – this project was approved back in 2006, so what we did is we went through and evaluated other projects in 2006 and 2007 that used domestic wells and the amount of water that was allocated to them. And at a minimum it was always .25. What – I think that the interesting thing, you'll note that two of the Commissioners voted against the project, I happen to be the consultant at that time and the reason they voted against the project is that they felt that the imposition of .20 was not consistent with the code and not

consistent with practice. So – one of the difficulties here is that they're large lots. They're on 12.5 acres and larger and the type of person that is looking at these lots to buy the lots is somebody that would like to put a horse or horses on them and you simply can't support horses on .2 acre feet. So it's considerably hurt the marketing of this particular property so we are asking for your consideration in this matter. We agree with all conditions as stated by staff.

COMMISSIONER ANAYA: Mr. Chairman.

CHAIRMAN CHAVEZ: Commissioner Anaya.

COMMISSIONER ANAYA: Yeah, I appreciate the feedback and maybe we might have some additional comments but I'd like to see if there's other feedback, respectfully, if there's other feedback on the case, and, Mr. Chairman, then, I'd be prepared to make a motion depending.

CHAIRMAN CHAVEZ: So I'll ask. Is there anyone here that would like to speak to this land use case? Seeing none. Commissioner Anaya.

COMMISSIONER ANAYA: Mr. Chairman, I would move approval of the .25 with staff conditions.

COMMISSIONER HOLIAN: Second.

COMMISSIONER STEFANICS: Second.

CHAIRMAN CHAVEZ: There's a motion and multiple seconds with staff recommendations. And the applicant does agree to those conditions.

MR. SIEBERT: Yes, he does.

CHAIRMAN CHAVEZ: Thank you.

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

2. **CASE CP/S 16-5090 Turquoise Trail North Conceptual Plan, Preliminary Plat and Final Plat for Phase 1, RCS-Turquoise Trail South I, LLC, Applicant, Sommer Karnes & Associates LLP, Agent, Request Conceptual Plan Approval to Phase the Previously Approved Turquoise Trail North Residential Subdivision (290 dwelling units on 101.49 acres) into 8 phases, to Modify the Approved Housing Types, and to Re-Designate the Commercial Lot Into a Multi-Family Lot (23 Dwelling Units). The Application also Includes a Request for Preliminary Plat Approval for All 8 phases and Final Plat Approval for Phase 1, Which Consists of 30 Residential Lots. The Property is Located in the Community College District, Which is a Planned Development District, East of State Road 14 and North of Vista del Monte, within Sections 24 and 25, Township 16 North, Range 8 East (Commission District 5). Vicente Archuleta, Case Manager.**

CHAIRMAN CHAVEZ: Mr. Archuleta.

VICENTE ARCHULETA (Case Manager): Thank you, Mr. Chair. RCS-Turquoise Trail South I, LLC, Applicant, Sommer Karnes & Associates LLP, Agent,

request Conceptual Plan Approval to phase the previously approved Turquoise Trail North Residential Subdivision into eight phases, to modify the approved housing types, and to re-designate the commercial lot into a multi-family lot. The Application also includes a Request for Preliminary Plat Approval for all eight phases and Final Plat Approval for Phase 1, which consists of 30 residential lots. The property is located in the Community College District, which is a Planned Development District, east of State Road 14 and North of Vista del Monte, within Sections 24 and 25, Township 16 North, Range 8 East, and Commission District 5.

On June 23, 2016, the Hearing Officer recommended approval and on August 18, 2016, the Planning Commission recommended approval of the Conceptual Plan to phase the previously approved Turquoise Trail North residential subdivision into eight phases, to modify the approved housing types, and to re-designate the commercial lot to a multi-family lot with 23 dwelling units on 101.49 acres.

On September 10, 2002, the Board of County Commissioners granted Master Plan approval for a mixed-use development consisting of 294 residential units and 1,480,050 square feet of commercial on 224 acres, known as the Thornburgh Master Plan.

On October 12, 2004, the BCC granted approval of a Master Plan Amendment to the previously approved Thornburgh Master Plan to allow an increase in the number of residential units to 512 and to decrease the amount of commercial square footage from 1,480,050 square feet to 711,150 square feet.

On September 10, 2005, the BCC granted Preliminary Plat, Final Plat, and Development Plan approval for the South Phase of the Turquoise Trail subdivision, which consisted of 222 residential units. The survey plat for the South Phase has been recorded.

On February 14, 2006, the BCC approved the Preliminary Plat, Final Plat, and Development Plan for the Turquoise Trail North subdivision consisting of 178 single family lots, 100 multi-family units, 12 live/work units for a total of 290 residential units and a 1.39 acre commercial tract on 101.49 acres. This is the area that is now being modified. The Applicant now requests Conceptual Plan approval per Chapter 14, Section 14.9.9, of the Santa Fe County Sustainable Land Development Code to phase the Turquoise Trail North residential subdivision into eight phases, with a total of 290 residential units, including 40 affordable units listed in the staff report below.

The Applicant's request for Conceptual Plan approval with the modifications listed above meet the requirements of the SLDC – sorry about that, I have missed my place here.

The Application was reviewed for compliance with the applicable standards as set forth in the SLDC below and staff recommendation Building and Development Services staff reviewed this project for compliance with pertinent SLDC requirements and found that the facts presented support the request for Conceptual Plan approval to phase the Turquoise Trail North subdivision into eight phases, to modify the approved housing types, to re-designate the commercial lot to a multi-family lot, Preliminary Plat approval for all eight phases and Final Plat approval for Phase 1. The facts that support the Application's approval are: the Subdivision was previously approved to be built out in a single phase, but due to the downturn in the economy, the Applicant could not build out the subdivision in one phase; and the previous approval was for 290 residential lots which

is consistent with the current request. Therefore, staff recommends approval of the Conceptual Plan, Preliminary Plat approval for all eight Phases, and Final Plat approval for Phase 3 subject to the following conditions. May I enter those conditions into the record?

CHAIRMAN CHAVEZ: Yes, yes, you may.

Conditions:

1. Compliance with applicable review comments from the following:
 - a. NMDOT
 - b. NMED
 - c. OSE
 - d. SHPO
 - e. County Public Works
 - f. County Fire Marshal
 - g. County Utilities
 - h. County Planning Division
 - i. Soil and Water
 - j. Santa Fe Public Schools
 - k. County Open Space and Trails
 - l. County Affordable Housing
2. Conceptual Plan, Preliminary Plat and Final Plat with appropriate signatures shall be recorded with the County Clerk's office.
3. Drainage swales between lots shall not be impeded in order to allow drainage to the ponds and shall be noted in the Special Notes and Conditions box on the plat of survey.
4. Access permit issued by NMDOT and design for new access points must be submitted prior to any Development Permit issuance.
5. Compliance with the phasing schedule per Chapter 5, Section 5.7.12 (Phased Development) to file a final plat every 36 months.
6. The Applicant shall enter into a Subdivision Improvement Agreement with the County for completion of all subdivision improvements on-site and off-site, this agreement shall be signed by the Administrator, recorded and referenced on the plat.
7. The subdivision signage design must be submitted at the time of permitting Phase 1.
8. Street lamps shall not exceed 16 feet in height.

MR. ARCHULETA: I would stand for questions.

CHAIRMAN CHAVEZ: Yes, Commissioner Stefanics.

COMMISSIONER STEFANICS: Physically, by sight this would be near the playground area?

MR. ARCHULETA: Mr. Chair, Commissioner Stefanics, it would be just north of the arroyo which is just north of the play area, yes.

COMMISSIONER STEFANICS: And so does it butt up to the business park?

MR. ARCHULETA: The property lines are adjacent to the business park.

COMMISSIONER STEFANICS: So we have already approved this once

and it just has languished.

MR. ARCHULETA: That's correct.

COMMISSIONER STEFANICS: Thank you very much.

CHAIRMAN CHAVEZ: I'll now ask for the applicant and anyone else who would like to speak on this land use case.

JOSEPH KARNES: Good evening, Chair Chavez. Joseph Karnes, Sommer Karnes & Associates, 200 West Marcy Street. I'm here tonight on behalf of Real Capital Solutions, Brian Mulqueen came in from Colorado today from Real Capital Solutions, the project applicant. I am also joined by Oralynn Guerrerortiz, the project engineer and the project traffic engineer Morey Walker is on his way.

As Mr. Archuleta pointed out we're dealing with an existing approved project here. The number units is consistent. This project site is consistent and we believe the project is consistent with the original vision for this property. The primary reason for the application as Mr. Archuleta mentioned is to divide the project into eight phases so it can be developed in a coherent manner over time. And we have reviewed the conditions of approval and the applicant agrees with them.

I would like to thank County staff, the hearing officer Nancy Long and the Planning Commission for their consideration of this application. We've worked real hard over the last year or so since the code adoption to get to this point and we would be happy to stand for any questions you may have. Thank you.

CHAIRMAN CHAVEZ: Thank you. Questions to the applicant? Seeing none; anyone else who wants to speak on this case? I'll close the public hearing portion. Do I hear a motion?

COMMISSIONER STEFANICS: I'll move for approval.

COMMISSIONER ANAYA: Second.

COMMISSIONER STEFANICS: With staff conditions.

CHAIRMAN CHAVEZ: There is a motion with staff's conditions for approval. There is a second. All those in favor.

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

CHAIRMAN CHAVEZ: We now have the third and final land use case this evening. We have case number CP –

COMMISSIONER ANAYA: Mr. Chair.

CHAIRMAN CHAVEZ: Commissioner Anaya.

COMMISSIONER ANAYA: And I was going to make this right after the vote but to those – excuse me, gentlemen, on the project that we just approved the one thing I would ask as you're moving forward in build out I have several friends that have moved into that subdivision and it provided them an affordable option to move into that community. What I am seeing though is that there's a lot of parking and a lot of congestion. And so as you scope out the roadways and maybe if we could, Mr. Chairman, because I think it's important that we get some feedback. But I'm concerned for those residents that are there and then the subsequent phases. So I'm just going to ask, I didn't bring it up and I didn't put any additional conditions, but I'm going to ask for some feedback and consideration of expansion of parking area because that's a

challenge there. Every time I go over there, it's tough to find parking.

MR. ARCHULETA: Mr. Chair, Commissioner Anaya, the applicants have – they've worked with the community and they're going to increase the width of the roads for that purpose. So that have gotten it taken care.

COMMISSIONER ANAYA: Awesome. And Oralynn if you want to respond.

ORALYNN GUERRERORTIZ: We were blessed by having an excellent ENN meeting early on and the neighbors who lived in that community expressed that. So we actually -- all the roads were expanded so we can have parking on both sides which the Turquoise Trail South didn't have. And we were also given a few other pointers, like they have some native grasses, grassy fields there with turf that uses a lot of water that was expensive for the HOA and we changed that to more native grasses so we'll get a reduced amount of water use. But we were blessed in that we had our neighbors actually speak to us and we listened. The plans have already been modified and they show a great deal more parking than the original development.

COMMISSIONER ANAYA: Awesome, thank you.

MS. GUERRERORTIZ: Thank you, sir.

2. **CASE # CP/S 16-5250 High Summit III Conceptual Plan, Preliminary Plat for Phases 3, 4, 5, and 6 and Final Plat for Phase 3. White Bear Properties, LLC., Applicant, Sommer Karnes & Associates LLP, Agent, Request Conceptual Plan Approval to Modify the Previously Approved High Summit III Phased Residential Subdivision to Reduce the Amount of Lots from 55 Lots to 12 Lots with No More Than 20 Dwelling Units. The Application Also Includes a Request for Preliminary Plat Approval for Phases 3, 4, 5 and 6 (Consisting of 12 lots on 87.34 acres), and a Request for Final Plat Approval for Phase 3 (Consisting of 3 Lots on 15.96 Acres). The Property is Located Within the Residential Community Zoning District, Off Hyde Park Road (NM 475), Just South of the South Summit, Within Sections 15, 16, 21 and 22, Township 17 North, Range 10 East (Commission District 1). Vicente Archuleta, Case Manager.**

CHAIRMAN CHAVEZ: So we're on the final land use case, CP/S 16-5250 High Summit III Conceptual Plan, Preliminary Plat for Phases 3, 4, 5, and 6 and Final Plat for Phase 3.

MR. ARCHULETA: Thank you, Mr. Chair. White Bear Properties, LLC., Applicant, Sommer Karnes & Associates LLP, Agent, request conceptual plan approval to modify the previously approved High Summit III Phased Residential Subdivision to reduce the amount of lots from 55 Lots to 12 Lots with no more than 20 dwelling units. The application also includes a request for Preliminary Plat Approval for Phases 3, 4, 5 and 6, and a request for Final Plat Approval for Phase. The property is located within the Residential Community Zoning District, off Hyde Park Road just south of the South Summit, within Sections 15, 16, 21 and 22, Township 17 North, Range 10

East, Commission District 1.

On December 4, 2003, the Extraterritorial Zoning Authority granted Master Plan approval for a residential subdivision consisting of 105 lots with 107 dwelling units on 150 acres, and a single tract consisting of 342.3 acres. The project was to be completed in nine phases which included lot line adjustments with the previously approved adjacent subdivisions. The EZA approval also included the following variances of the Extraterritorial Zoning Ordinance: To allow disturbance of slopes of 30 percent or greater for road, driveway, and building construction and to allow more than 50 percent of structures to be on slopes of 20 percent to 30 percent.

On December 9, 2003, the Board of County Commissioners granted Master Plan, Preliminary and Final Plat and Development Plan approval for the High Summit III residential subdivision consisting of 105 lots with 107 dwelling units on 154 acres to be developed in five phases, and a single tract consisting of 342.3 acres. One phase of the development was to be constructed every three years with full build-out over a 15 year period. The BCC approval also included variances of the Extraterritorial Subdivision Regulations to allow two cul-de-sacs with lengths greater than 1,000 feet and to allow the replacement of standard curb and gutter with stone.

The first phase of High Summit III, which consisted of 30 lots, was recorded in 2005. The roads for Phase II were rough graded and the water, sewer, and dry utility mains, and service lines for Phase II were installed to loop the system. This was a requirement of Phase I.

In 2008, the City and County entered into a settlement agreement for the phased annexation of lands within the urban area. With the acceptance of the settlement agreement, the City assumed jurisdiction over the land use review and permitting for Area 18, which included the High Summit development. During the time that this was under the City's jurisdiction, the City granted two one-year time extensions of the Master Plan and Final Plat on the subdivision, which was set to expire in December of 2014. The City and County later amended the settlement agreement in January 2014, Area 18 was removed from the City's future annexations and is now under County Jurisdiction.

On September 9, 2014, the BCC granted a two-year time extension on the expiration date for Phases 2-5 of High Summit III which is set to expire in December 2016. The Applicants intend to record Phase II before the end of 2016.

On October 27, 2016, a request for twelve variances of the Sustainable Land Development Code were presented to the Hearing Officer. The Hearing Officer supported the Application as memorialized in the findings of fact and conclusions of law written recommendation as stated in the staff report.

On November 17, 2016, the twelve variances of the Sustainable Land Development Code were presented to the Planning Commission. The decision of the Planning Commission was to grant the 12 variances subject to the following condition:

1. The Applicant shall install benches along trails and picnic structures in number and design to be agreed upon with staff.

The Applicant now requests Conceptual Plan approval to modify the previously approved High Summit III phased residential subdivision to reduce the amount of lots from 55 lots to 12 lots with no more than 20 dwelling units. The Application also

includes a request for Preliminary Plat approval for Phases 3, 4, 5 and 6 and a request for Final Plat approval for Phase 3.

Recommendation: Building and Development Services staff reviewed this project for compliance with pertinent SLDC requirements and found that the facts presented support the request Conceptual Plan approval to modify the previously approved High Summit III phased residential subdivision to reduce the amount of lots from 55 lots to 12 lots with no more than 20 dwelling units. The Application also includes a request for Preliminary Plat approval for Phases 3, 4, 5 and 6, and a request for Final Plat approval for Phase 3. Therefore, staff recommends approval of the Conceptual Plan, Preliminary Plat approval for all eight phases [correct on page 76 to be Phases 3, 4, 5, and 6] and Final Plat approval for Phase 1 [page 76 corrected to be Phase 3] subject to the following conditions. May I enter those into the record?

CHAIRMAN CHAVEZ: Yes.

Conditions:

1. Compliance with applicable review comments from the following:
 - a. NMDOT
 - b. NMED
 - c. OSE
 - d. SHPO
 - e. County Public Works
 - f. County Fire Marshal
 - g. County Utilities
 - h. County Planning Division
 - i. Soil and Water
 - j. Santa Fe Public Schools
 - k. County Open Space and Trails
 - l. County Affordable Housing
2. Conceptual Plan, Preliminary Plat and Final Plat with appropriate signatures shall be recorded with the County Clerk's office.
3. Access permit issued by NMDOT and design for new access points must be submitted prior to any Development Permit issuance.
4. Compliance with the phasing schedule per Chapter 5, Section 5.7.12 (Phased Development) to file a final plat every 36 months.
5. The Applicant shall enter into a Subdivision Improvement Agreement with the County for completion of all subdivision improvements on-site and off-site, this agreement shall be signed by the Administrator, recorded and referenced on the plat.
6. A treatment plan must be submitted to SHPO if either of the significant archaeological sites cannot be avoided.
7. All homes shall be equipped with an NFPA-approved fire suppression system.
8. Only one dwelling unit is allowed on Lot 56 and Lot 63 and noted on the plat of survey.
9. Two dwelling units are allowed on Lots 53, 54, 55, 57, 58, 59, 60, 61, 62 and 64 and noted on the plat of survey.

10. A Financial Guarantee must be submitted by phase prior to plat recordation.

MR. ARCHULETA: Thank you, Mr. Chair.

COMMISSIONER HOLIAN: Mr. Chair.

CHAIRMAN CHAVEZ: Commissioner Holian.

COMMISSIONER HOLIAN: I have a question, Vicente. South Summit Drive which I think this community is off of South Summit Drive; is that correct?

MR. ARCHULETA: That's correct.

COMMISSIONER HOLIAN: And it's to the south of Hyde Park Road; correct?

MR. ARCHULETA: Mr. Chair, Commissioner Holian, it's the east of Hyde Park Road, directly across from 10,000 Waves.

COMMISSIONER HOLIAN: Oh, so it is next to 10,000 Waves or on the other side of Hyde Park?

MR. ARCHULETA: The other side of the road.

COMMISSIONER HOLIAN: Wouldn't that actually be District 4? When we did the redistricting, I think that Hyde Park Road was the dividing line and District 4 picked up some territory that was in District 1?

MR. ARCHULETA: I'll have to check on that.

COMMISSIONER HOLIAN: Thank you.

CHAIRMAN CHAVEZ: Okay, I'd like to ask the applicant if you have anything that you want to add to staff's presentation.

KARL SOMMER: Mr. Chairman and members of the Commission, my name is Karl Sommer. My mailing address is Post Office Box 2476, Santa Fe, New Mexico 87504. And the only things that I would like to add is to let you know I'm here with Ms. Guerrerortiz, Mr. Jay Grevy who is the principal of the applicant. We don't have anything to add. Just this, I want to say thank you to Vicente Archuleta, Vicki Lucero, Penny Ellis-Green, and that entire land use staff has worked really, really hard and diligently to bring this to you before tonight and they worked very, very, very, very hard over the last several months. Their work has been exemplary. They have been a pleasure to deal with. They've been tough from time to time not in terms of tough to deal with but held our feet to the fire. You have a great staff working for you and though we may not always agree, I can't thank them enough.

We would stand for any questions. I know you have a long meeting ahead of you perhaps, maybe not, but we agree with all the conditions. We think this is a good idea and I think the other thing that is important and is probably in your record, the existing homeowners association up there is in full support, Mr. Fred Sibel is here tonight with his wife who is the president of the board of the association and they are in support of this and they are in support of what this developer is doing. It's been mutually beneficial and at time, as I said, it is never easy but we have come to an agreement and they support this and we appreciate all the work and effort that that homeowners association put into getting this done.

So with that, we'd stand for any questions you have.

CHAIRMAN CHAVEZ: Thank you, Mr. Sommer. I'm going to go ahead and ask if there's anybody else from the public that would like to speak on this land use case? No. Okay, I'll close the public hearing portion and ask for –

COMMISSIONER HOLIAN: Mr. Chair.

CHAIRMAN CHAVEZ: Yes.

COMMISSIONER HOLIAN: First of all I would like to thank you, Mr. Sommer, for your kind comments about our staff. I agree.

I move for approval with staff conditions.

COMMISSIONER ROYBAL: Second.

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

MR. ARCHULETA: Mr. Chair.

CHAIRMAN CHAVEZ: Yes.

MR. ARCHULETA: May I make a clarification on the recommendation. It should be, the last sentence should be, Preliminary plat approval for phases 3, 4, 5, and 6. I had said eight phases and it should be 3, 4, 5, and 6. And final approval for Phase 3 on the recommendation.

COMMISSIONER HOLIAN: Okay, my motion stands with staff recommendations.

CHAIRMAN CHAVEZ: Okay, so that is noted for the record. There's a motion and second with clarification.

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

IX. AAMODT SETTLEMENT AGREEMENT

1. Resolution No. 2016-146, A Resolution Approving the Pojoaque Basin Regional Water Authority Joint Powers Agreement
[Exhibit 12: Resolution and Amended JPA]

CHAIRMAN CHAVEZ: So now we have a resolution approving the Pojoaque Basin Regional Water Authority JPA and I know we've discussed this numerous times. We had some public comment earlier on this item but I'm going to defer to Commissioner Roybal first and then we'll open it up for public comment. Commissioner Roybal.

COMMISSIONER ROYBAL: Thank you, Mr. Chair. First I'd like to say that I want to take action on this item in the second BCC meeting in February but I would like to read the amendment in to the record and the reason for taking action later would give the constituents and the pueblos time to look at this amendment and give us feedback.

“The Board of County Commissioners of the County shall appoint two County Commissioner directors each of whom must either currently be served by the County's Distribution System or could be served by the County Distribution System under the Act, cannot hold another elected or appointed position with or be employed by a Party, a Party's company, or a Party's instrumentality and must be a resident of the Service Area for at least five years immediately prior to appointment to the Board and continuously throughout the County Customer

Director's term as director. Except as provided in the previous three sentences, each Party shall establish its own qualification for directors and alternate directors. No director shall attempt to control or influence the Authority except through the official actions of the Board."

There's a couple of other changes or amendments that were also added. Due to that change and that would be under alternate directors:

"The Board of County Commissioners of the County may appoint one alternate Customer Director meeting the requirements for County Customer Directors established in Paragraph A of this Article."

And the other change is under the Board meetings, there was added,

"...and one Customer Director or alternate Customer Director shall be present at an emergency meeting that is called within 24 hours."

Those I believe were it. And I would open it up for comments from the rest of the Commission.

CHAIRMAN CHAVEZ: Commissioner Stefanics, do you have any comments you want to make?

COMMISSIONER STEFANICS: Mr. Chair, I have a question of clarity from our attorney. I'm sorry I had to leave the last meeting early, so have we already adopted these amendments to the JPA.

MR. SHAFFER: Mr. Chair, Commissioner Stefanics, no, the Board has not. As I understand the proceedings at the Board's last meeting, the Board took action – or tabled action on the Joint Powers Agreement until this meeting so as to allow the pueblo parties to the JPA and the public time to react to two proposals that were introduced by Commissioner Roybal at that meeting. And what I understand where we are in the process is Commissioner Roybal has now outlined the contents of a modified version of his prior proposals. I hope that answers your question.

COMMISSIONER STEFANICS: Thank you, Mr. Shaffer. So, Mr. Chair, through the Chair I'd like to ask if Commissioner Roybal is making a specific motion.

CHAIRMAN CHAVEZ: Well, that was kind of my question but I'll ask Commissioner Roybal if he's ready to make a motion based on his comments earlier?

COMMISSIONER ANAYA: Mr. Chairman, if I could.

CHAIRMAN CHAVEZ: Commissioner Anaya.

COMMISSIONER ANAYA: Just for clarification and then I'll defer to the Commissioner from District 1. Just so I'm on the same page. There was a lot of discussion in connection with the meeting last month. We didn't have the – we don't have the recorded minutes but as I recall there was a lot of discussion on governance and shared governance, if you will, associated with the board composition and when I left the meeting my take on the two recommendations was, one was going to be an appointment of a board member by an outside party by elected official, we talked about senator and state representative. And then the other amendment was for the Board of County Commissioners to make an appointment to the additional representative.

So the amendment that is before us, that you're bringing forward, Mr. Chairman, Commissioner Roybal, is the amendment where the commissioners – the essence of the amendment is that the Commissioners would make that appointment and that would be a member of the service area; if you could just clarify that particular piece. That's the

essence of the amendment; correct?

COMMISSIONER ROYBAL: That is correct.

COMMISSIONER ANAYA: So I think – and I appreciate that, Mr. Chairman, Commissioner Roybal, but I think that amendment cuts to the discussion that was had and the feedback that we received from all parties so I think without objection, I'm going to move that amendment to the JPA being included in the JPA that we're to consider. So I'm just moving the amendment.

COMMISSIONER HOLIAN: I'll second that.

CHAIRMAN CHAVEZ: So there's a motion on the table to include the amendment that was read in by Commissioner Roybal and you're asking that they be incorporated into the Joint Powers Agreement that is in a draft form.

COMMISSIONER ANAYA: Correct, Mr. Chairman.

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

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

COMMISSIONER ANAYA: So, Mr. Chairman, and Commissioners, so what that does is that clarifies and I guess quantifies the discussion that we've had thus far to put in place that the appointment of those parties would occur by the Commission of that last representative. So I just want to clarify that piece. And, Mr. Chairman, I defer the floor at this time and were we going to have discussion tonight also? It depends I guess.

CHAIRMAN CHAVEZ: Do you mean public comment?

COMMISSIONER ANAYA: It depends on whatever comes –

CHAIRMAN CHAVEZ: I think it depends on a motion but I'm going to defer back to Commissioner Roybal and see if he's ready to make a motion or not and –

COMMISSIONER ANAYA: Mr. Chairman, if I could.

CHAIRMAN CHAVEZ: Yes.

COMMISSIONER ANAYA: Respectfully. Mr. Shaffer, Mr. Chairman, Mr. Shaffer, relative to any action associated with the Joint Powers Agreement that the County takes associated with the Joint Powers Agreement; what's the process associated with changing any of the terms associated in the JPA once the JPA has been adopted, if it was to be adopted as amended today what's the prerogative of the Commission to change it or amend it later?

MR. SHAFFER: Mr. Chair, Commissioner Anaya, assuming that the Board of County Commissioners adopts a version of JPA and assuming that that same version is approved by the pueblo parties by the JPA and approved by the Secretary of Finance Administration as required by law, at that point you would have a binding written agreement and could only be amended by agreement of all the parties to the JPA and the Secretary of Finance Administration.

COMMISSIONER ANAYA: Thank you for that, Mr. Shaffer. Mr. Chairman, Mr. Shaffer, relative to the Joint Powers Agreement in the context of the entire agreement, Settlement Agreement, I guess it would be, this is one part of a process of approvals that will need to be attained by the parties to the agreement. It doesn't bind –

does it bind the County financially in doing the governance structure and the JPA? Does the JPA bind the County financially to any fixed dollar amount?

MR. SHAFFER: Mr. Chair, Commissioner Anaya, the short answer to the second part of your question is no it does not. Any funds that would be necessary for the authority to operate are contingent upon future appropriations being made by the Board. In addition, in the draft JPA it is expressed that it doesn't commit the Board to appropriating funds for the plan, design and construction of the regional water system.

A slightly longer answer to the first part of your question which is this but one of a series of steps; the answer to that question is yes. There are several different agreements both among the parties and as between the authority and the County that need to be negotiated yet in order to fully implement the Aamodt Settlement Agreement. I hope that answers your question.

COMMISSIONER ANAYA: It does. Thank you, Mr. Chairman and thank you Mr. Shaffer.

CHAIRMAN CHAVEZ: Any other questions of staff? Commissioner Roybal.

COMMISSIONER ROYBAL: I still would stand to table this for a later decision. But I guess we did make a motion to add it but I think that we still should allot time for the constituents and for the pueblo to review this amendment.

CHAIRMAN CHAVEZ: So you're making a motion to table. Do you want a date specific?

COMMISSIONER ROYBAL: I think the second meeting in February would probably give us enough time.

CHAIRMAN CHAVEZ: Okay, so there's a motion on the table to – on the floor to table this item until the second meeting in January [sic] with the amendment that was read into the minutes earlier.

COMMISSIONER ROYBAL: Correct.

CHAIRMAN CHAVEZ: So there's a motion do I hear a second? So then it seems that the motion would die for a lack of a second.

COMMISSIONER ANAYA: Mr. Chairman.

CHAIRMAN CHAVEZ: Commissioner Anaya.

COMMISSIONER ANAYA: Mr. Chairman, I'm going to move the amended Joint Powers Agreement with the amendment.

COMMISSIONER HOLIAN: Second that.

CHAIRMAN CHAVEZ: So there's a motion and a second. Is that date specific also?

COMMISSIONER ANAYA: No. That's a motion to the JPA as amended with Commissioner Roybal's amendments that we voted on earlier.

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

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

MR. SHAFFER: If I could, Mr. Chair, and it's just a technical matter. The parties had agreed to approve the Joint Powers Agreement by a resolution. So actually

what's in the packet and what was noticed was a resolution approving the JPA. I just would ask that the maker and the seconder of the motion note that the motion was to approve the resolution and the version of the JPA that would be attached to the resolution would be the proposal introduced by Commissioner Roybal at the beginning of this action item.

COMMISSIONER ANAYA: Mr. Chairman, as the maker of the motion, resolution approving the Pojoaque Basin Regional Water Authority Joint Powers Agreement as amended with the amendment presented by Commissioner Roybal, voted and approved.

CHAIRMAN CHAVEZ: Okay, that just clarifies the motion. We don't have to make the motion again?

MR. SHAFFER: For a clean record, it couldn't hurt.

CHAIRMAN CHAVEZ: So there's a motion and –

COMMISSIONER ANAYA: So I move the resolution approving the Pojoaque Basin Regional Water Authority Joint Powers Agreement with the amendments stated voted and approved that Commissioner Roybal brought forward and we voted as a Commission to approve.

COMMISSIONER HOLIAN: And I second that.

CHAIRMAN CHAVEZ: There's a motion and a second. All those in favor.

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

CHAIRMAN CHAVEZ: And now we have a resolution number.

CLERK SALAZAR: Mr. Chair, the resolution you just passed is 2016-146.

CHAIRMAN CHAVEZ: Thank you.

V. MATTERS FROM THE COUNTY MANAGER

A. Miscellaneous Updates

MS. MILLER: Mr. Chair, I only have – actually, I only have one item that I wanted to update you on and then I think Deputy Manager Flores if I can keep him in here to give you an update on the legislative dinner the other night.

On Thursday, December 15th from 10:34 a.m. to 1:15 p.m. the Santa Fe Chamber of Commerce is celebrating the inaugural flight of American Airlines, Flight 3080, from Phoenix to Santa Fe at the Santa Fe Municipal Airport. We put flyers of the event in each of your boxes that gives the specific event information but this is kind of a big celebration on part of the Chamber, the City, and airlines who were putting efforts together including the County and other businesses putting influence to try to help get a consultant to help get federal funding and other funding in order to bring other flights back to the Santa Fe Municipal Airport.

CHAIRMAN CHAVEZ: Thank you, Manager Miller. Mr. Flores.

MR. FLORES: Thank you, Mr. Chairman. I will be extremely brief.

CHAIRMAN CHAVEZ: You don't have to be too brief.

MR. FLORES: Last Thursday night Santa Fe County hosted the 2017 Legislative meeting with delegation members. Although the response and turnout was less than expected I believe that there was a strong dialogue with the delegation members that were in attendance. One of the biggest items that came out of the discussion from Senator Cisneros is there is a push on capital outlay to be reduced this year to a significant number – I think the number is \$60 million and that would be utilized for statewide projects. However, he did commit that they would look smaller projects if available, if funding is available for Santa Fe County.

The delegation was also briefed on various proposed pieces of legislation that the Board of County Commission had not or has not acted upon including tonight's resolution for Pam Roy on the school meals, Double Buck Program.

There was some discussion that evening on a report, although it was a very quiet report, by LFC staff to LFC last week that indicated counties across the state are keeping a lot of their former sole community provider funds in abeyance and keeping them in their coffers. And Mr. Sallie indicated that that was going to be something that they were going to attempt to look at again this year. Now, there wasn't a response from LFC but it did pique the interest of those that actually caught the discussion. I can say that we did provide the delegation all the resolutions that you've passed, sole community provider funds in check, hold harmless in check, the resolution of the capital outlay and making sure that the communities, locals, cities, counties are held harmless, if you will, in capital outlay. But that was an interesting comment that occurred that afternoon prior to the delegation meeting.

There are other pieces of legislation that piqued staff's interest and those can be changes to the Lodgers' Tax State Statute as it is defined for taxable premises. That's a potential working item. There was also a discussion on the potential for the Treasurers Affiliate to once again propose language to include the assessor in any changes to a taxing increment district. Right now the statute only requires that the clerk and the treasurer be notified and there's a change to have the assessor included in that notification which seems a simple process but it didn't make it through last year's session. That will be coming up again.

So good news/bad news: our delegation is committed to working with us on various issues; however, when it relates to capital outlay there's going to be limited funds and we suspected that, the lobbying team suspected that going in.

One other note is tomorrow Rev Stabilization and Tax Interim Committee is meeting and Representative Harper is introducing a slew of discussion points that, in my professional opinion, are going to relate to some kind of pieces of legislation that he'll be bringing forward including reform to New Mexico's tax rates. One discussion point that is of interest to our delegation was the taxing of internet sales.

So from last Thursday, there was some information gleaned that could prepare us for the upcoming session. Pre-filing starts on the 15th so this Thursday the pre-filing period begins so we will get a sense in that 30-day period before the session starts what types of pieces of legislation are going to appear and who is sponsoring it. And, with that, Mr. Chair, I will stand for questions.

CHAIRMAN CHAVEZ: The other thing I would add is that we were able to talk about our top five priorities and that was pretty well received. We had some pretty

lengthy discussion about behavioral health piece and the support that we have from the voters regarding GO Bond and I know that the discussion about behavioral health will be a topic during the legislative session. Maybe not for funding but hopefully that might play out but certainly policy needs to be addressed. So I am looking forward to that.

MR. FLORES: Thank you, Mr. Chairman, for bringing that up.

CHAIRMAN CHAVEZ: Okay, comments from Commissioners;
Commissioner Anaya.

COMMISSIONER ANAYA: Mr. Chairman, I want to turn to you Mr. Chairman, Commissioner Holian, Commissioner Stefanics and say on the record that it's been enjoyable, it's been enjoyable. There's been some disagreement at times but I was just sharing with Commissioner Holian that on every substantial decision that the County had to make whether it was related to land use or water or sustainable energy, those three big ones, the living wage, on all of those issues we've been in agreement and I think we've made good strides as a County. I'll miss all three of you. I say that sincerely with heartfelt sincerity. I have appreciated sitting alongside you and working with and stand ready to help you, however I can, in the remaining time I have on the Commission on out in the community anything that you might need. I extend that offer to all three of you.

Commissioner Stefanics, good luck with your new endeavor on the Senate floor. You've been there and I know you'll serve as well, the County and the State of New Mexico.

Commissioner Chavez you've been and you continue to be a public servant for decades and I thank you sincerely for those many years of public service on the Council and in the community and on the Commission and everywhere else. I know it's not the end: it's a new chapter. But I sincerely appreciate you as Commission and as the Chairman. I want to congratulate you as the chairman this year and your work that you did and you had a great vice chairman as well, but thank you for your leadership and guidance and that goes to Commissioner Stefanics, Commissioner Holian when you had the chair's seat.

So, thank you Commissioner Holian. I wish you best of luck on the mesa. It sounds like you've already got several other jobs that you volunteered for. So, we'll miss you and thank you so much. It's been an honor to learn from you all. Thank you so much.

CHAIRMAN CHAVEZ: Thank you, Commissioner Anaya.
Commissioner Stefanics

COMMISSIONER STEFANICS: Thank you, Mr. Chair. I said earlier and I will put it on the record and I'll send out a little email. When I came to Santa Fe County I was told that I probably wouldn't like being a County Commissioner and it turned out to be a great job. I'm sorry that we have term limits. I learned a great deal and I also know that the public does not fully understand everything that the County does. I think we have a great staff with great skills, good customer service and I would just ask them to put their best face forward to the public.

I have enjoyed working with everyone currently on this Commission and in the past Commission that left. Every unique individual adds to the flavor of getting work done and we all bring a different perspective and we all learn from each other and I certainly have learned from all of you, thank you.

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

COMMISSIONER HOLIAN: Thank you, Mr. Chair. Thank you, Commissioner Anaya, for your very kind words and I have to admit it's with a little bit of sadness that I'm coming to the end of my last meeting as a County Commissioner and I really have enjoyed isn't quite the right word, but I have really gotten a lot out of being County Commissioner. I have learned a tremendous amount and it's been a very very challenging job. But the best part is all of the people that I have gotten to know both on the Commission and our County staff. I'm just very proud of our County staff and very proud of what the County has accomplished during the time I've actually been honored to be in office. So I guess I will miss it a little bit.

I know that all of us are going to remain involved in the community because that's the kind of people we are. I know I will be crossing paths with all of you in the future and I just want to say good luck to everybody else in whatever endeavor you're going into and I guess Happy Holidays.

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

COMMISSIONER ROYBAL: I would also like to ditto everything that Commissioner Anaya said and everybody that spoke extremely highly of all three Commissioners this afternoon and I had the honor to also talk to you guys and honor you guys for the time that you've put in and you know just your dedication. I have to say that just the mentoring, advice, experience, knowledge, support and those are all things that I really feel that you guys gave me and it was a huge learning curve and I'm still learning. And like I said earlier today, I still have your guys' phone numbers so expect calls from me.

Once again, I'd like to say it was an honor to serve with you guys. For the public out there this is our last BCC meeting of the year so I'd like to wish everybody a Merry Christmas and a Happy New Year and safe holidays. Everybody be safe out there. Thank you.

CHAIRMAN CHAVEZ: Well, I want to say thank you to my colleagues. It's been a real pleasure and an honor, really, to serve along side of you. I guess I knew a little bit about what I was coming into and I was fortunate to have some experience in past role as a City Councilor. And a lot of the challenges and the issues that we are facing haven't changed that much. But what the County – what I see in the County is that the breadth of services and what we offer to our residents is really quite amazing because we go from a Stanley Cyclone Center to a community services and senior health facilities and the mobile health van. So we're responsible for the jail. So our responsibilities are pretty broad and we're able to meet almost everything that is presented to county government within reason. You know, we've been able to work as you said Commissioner Anaya, on the living wage. We worked on the Sustainable Land Development Code and that was in process well before I came on the Commission but it was that dedication that moved that forward and finally – we are still discussing that this evening. So I think that's going to be a working document, something that the community and future Commissioners will have to work on. I was really glad to work with Commissioner Stefanics on the behavioral health piece and the stepping up initiative

and now Santa Fe County is in a really good position thanks to the support of the voters to move those facilities forward.

So, again, I just to say that it has been an honor to serve. I want to thank all of the staff in the County Manager's Office, our constituent liaisons who really help us in the day to day work that the residents need and they're able to respond to. I want to thank and recognize the staff at the Buckman Direct Diversion, the Housing Authority Board, the North Central Regional Transit District they were also here this evening presenting some of their updated accomplishments and we made permanent the route for La Cienega/La Cieneguilla so that was – and in real short order, like within six months. That route just gained momentum and picked up steam and I was really surprised that it was that successful. But those are the things that really make us shine. And, also I want to give a shout out to the staff over at the Santa Fe Solid Waste Management Agency because these are all of the agencies that are working with the City and the County and our residents on a regional perspective to provide services to our residents.

So, it's been a really good four years. It went by kind of quick but I do appreciate all of your encouragement and support not only for the work that we've done in the past but for the work that we need to do moving forward. So I hope to stay engaged as a citizen after January and definitely will be calling on probably each and every one of you. So, thank you for your support.

That concludes – oh, I guess what I would do also is to say and wish Happy Holidays to our citizens, to our staff and to all that are part of Santa Fe County. Happy Holidays and a safe and Happy New Year. Madam Clerk.

CLERK SALAZAR: I wish the best to all of you. It's been a pleasure. You've accomplished a lot this year so take care, rest and consider as I mentioned earlier today those of you to join us a poll workers, Commissioner Holian, Commissioner Chavez. Senator elect Stefanics I don't think it would be a good idea but if you want – it would be good to have you.

Thank you all so much for all of your hard work and your public service. Good night.

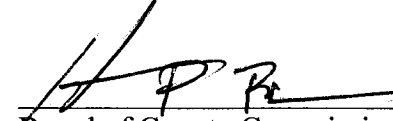
CHAIRMAN CHAVEZ: Thank you.

X. CONCLUDING BUSINESS

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

Having completed the agenda and with no further business to come before this body, Chair Chavez declared this meeting adjourned at 9:15 p.m.

Approved by:



Board of County Commissioners
Henry Roybal

ATTEST TO:

Geraldine Salazar
GERALDINE SALAZAR
SANTA FE COUNTY CLERK



STC CLERK RECORDED 02/01/2017

Respectfully submitted:

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

COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

BCC MINUTES
PAGES: 222

I Hereby Certify That This Instrument Was Filed for
Record On The 1ST Day Of February, 2017 at 08:39:13 AM
and Was Duly Recorded as Instrument # **1816444**
of The Records Of Santa Fe County



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

Please show your support of low usage fees at the new Stanley Cyclone Equestrian Center
Respond to this email by midnight on Monday December 12, 2016



Dear Santa Fe County Horse Coalition Member:

As many of you know, Santa Fe County's brand new 50,000 sq. ft. indoor Cyclone Center Arena in Stanley will be opening soon. The Board of County Commissioners at its November 29 meeting deferred action on adopting a proposed fee schedule for use of the Center at the request of Commissioner Robert Anaya in whose district this facility is located. He and his brother, Mike Anaya, the predecessor commissioner for this district, have been the primary proponents of this project.

At Commissioner Anaya's request action on adoption of the fee schedule be was deferred until the BCC's meeting next Tuesday afternoon. Commissioner Anaya believes the proposed fees are too high and has asked for support from the equestrian community. His position is:

this is a public space for public use. He would like to see rates very minimal to \$0 for entities such as; 4H FFA Moriarty/Edgewood Schools, all schools in the region, non-profit entities, (especially youth), senior groups, veteran support groups, people with disabilities, Special Olympics, etc. \$0 for day riding.

The Santa Fe County Horse Coalition feels that the Cyclone Center Arena can become a valuable resource for horseowners, particularly those in the southern area of the County. We believe that the immediate challenge is to stimulate usage of the facility and to increase its visibility. We also believe that usage fees must be affordable. We support Commission Anaya's position.

SFCHC will be represented at the Tuesday, December 13 meeting. I would be grateful if you would indicate your support by replying positively to this note by midnight of December 12. Feel free to forward your comments as well. This is an opportunity to amplify the voice of local equestrians. I will make sure that the Commissioners know your response.

Thanks for your support,

Piar Marks
President
Santa Fe County Horse Coalition
Santa Fe Horse on Facebook
SantaFeHorse.com

Lucy Nelson
arrmatey81@yahoo.com

Special rates to no charge is great for your local clubs such as FFA, 4H and Veterans. For small Horse Clubs who compete occasionally, \$150.00 a day is reasonable. Charging for Tractor work during the events with horse is paramount. Our club has paid \$100.00 a day at other arenas. To offset the low fee you can request trash pickup clean up manure from all areas of the grounds and pens and clean up shavings and clean bathrooms before you leave - Leave it as you found it! Security Deposit will definitely ensure this. My club has done this at other arenas and it has given us a rate decrease. Commercial Events \$300.00 a day. Your Cowboys who do Heading and Roping of Livestock \$200.00 a day. \$10.00 per horse for Private Riding for flat rate when no events-Do Clean Up here too. Usually \$425.00 Damage Deposit for all Events. Trying to recoup your cost right away is not a good Idea-you will find your arena frequently vacant. If you are a Good LandLord and cater to the Community and its needs you will find us a willing and helpful Partner.

Rosalynn Myers
equine12@msn.com

A wonderful facility for Santa Fe County. I hope it will be available for all equestrians to use. Not necessarily for shows. I taught the 4-H Horse Project here in Edgewood for 24 years. My husband and I built an arena on our property and was used for my 4-H classes as well as our 4-H horse shows. The Edgewood Saddle club also held shows here. How wonderful it would have been to have an indoor arena available to use.

Kathleen Sullivan
katysullivan7@aol.com

Please keep the usage fees for the Stanley Cyclone Equestrian Center low to zero, especially for use by non-profit groups and youth groups and veteran groups.

CindyR
Hi Piar!

My comment is only that I support your position. You can add my name to your list.

Alice Griffin
griffinae100@gmail.com

I support low usage fees at the new Stanley Cyclone Equestrian Center

Kelly Wendorf, CEO, Founder
Kelly@EquusSantaFe.com

Hi Piar,
Myself along with the team at EQUUS are responding to your email positively!

Adele Rosen
arosen11@comcast.net

I highly support having this new center be affordable for all
Like all our community centers do need some financial income, I feel \$3-\$5 per use and a discounted monthly rate would be fair
Children and seniors should pay the lowest
It is an invaluable resource for any town
Horses are huge teachers and healers and I am so happy the center is there

Paula
I'm glad to hear that this might be happening, imagine something that was fun, and didn't include fees!

Eva Schmatz
evaschmatz@mac.com

This will be a valuable resource for Santa Fe County. I support low fees to broaden access, particularly for the children, the disabled and seniors.

CHRISTY HARDING
CHRISTYZOO@msn.com
YES. Keep fees low!

David Marks
david.marks.sf@gmail.com

Thank for bringing this to my attention. I strongly support low usage fee so more Santa Fe horse riders will be able to use the new facility.

Bonnie Bagley
terantiq@yahoo.com

Thank you, Ms. Marks, for publicizing this on behalf of all the area's horse community.

I am not a resident of S.F. County (I'm in Corrales) so my vote probably doesn't count; but I whole-heartedly support the lower fees. If even a smidgen of public monies were used for this facility it should be open to any and all citizens, as is our local TopForm Arena. Exceptions to that are for exclusive events and even at that rental fees are minimal. This results in an appreciation and high use of this facility. Bravo!

I am a member of the NM Horse Council Board, and the Board of Corrales Horse and Mule People CHAMP), the Chair of the Corrales Equestrian Advisory Commission, a member of Back Country Horsemen of N.M., a contributor to the Rio Grande Trail Commission, and a member of the driving community. I will contact those folks I know in these organizations who live in S.F. County with this info.

Thanks again and safe riding

Leah A Mills
leahtorc@gmail.com

I strongly support Commissioner Anaya's views on the Stanley Cyclone Center Arena low usage fees for local public users and local non-profit organizations. I attended a public hearing in Edgewood when Michael Anaya was proposing this and we came away with the impression that it would be free to local riders and Non-Profits such as my riding club "High Desert Riders".

Margaret Mooney
mmooney4061@earthlink.net
I support the low/no usage fee.

Murray, Dianne
dkmurra@sandia.gov

How exciting that the Cyclone Equestrian Center in Arena will be opening soon. I think it will be very popular and get plenty of use, if the fees are reasonably low. Certainly youth and school activities should be free. The more the facility is used the bigger the positive impact will have on Stanley and the surrounding area. I would like to see small businesses related to such increased horse activities in the area grow—I would assume it will certainly attract more horse owning home buyers to the area too. On cold, windy, and dark winter days, access to an indoor facility will be a wonderful thing. And of course the shows, clinics, and other events that can be held there will be awesome to have in our backyard.

Tamara Hallman

I tend to agree that fees should be kept low, but there was no information in the email about the fee amounts.

Howard Gershon

I agree with Commissioner Anaya's position as stated below and strongly encourage all Commissioner's to vote accordingly.

Raymond Moreau
rayinsf14@gmail.com
You have my vote

CindyR
croper56@gmail.com
Piar, can I comment as a non-resident of SFe County?
If so, you have my support.

Patricia Hug
trish_hug@hotmail.com
I'll definitely be at the meeting. You are correct in stating the "immediate challenge"; if the facility doesn't get used due to high usage fees, future horse facility advancements and opportunities will not be considered.

Carol Johnson
I support commissioner's position

Scott Voorhees
svoorhees@warpmail.net
Piar: Please note that I agree that fees should be affordable for everyone.

Eli O'Dowd
eliadowd@gmail.com
I am in favor of affordable usage fees for the Cyclone center arena and so, I support Commission Anaya's position.

**THE BOARD OF COUNTY COMMISSIONERS OF
SANTA FE COUNTY
RESOLUTION NO. 2016 - _____**

**A RESOLUTION REGARDING SANTA FE COUNTY’S ROLE IN
BEHAVIORAL HEALTH SERVICES AND FUNDING AND
PLANNING FOR A CRISIS TRIAGE CENTER IN SANTA FE
COUNTY**

WHEREAS, a healthy community is a key goal for Santa Fe County (“County”); and

WHEREAS, in 2014, the Board of County Commissioners (“Board”) approved the *Santa Fe County Health Action Plan* recommended by the Santa Fe County Health Policy and Planning Commission and the Santa Fe County Community Services Department; and

WHEREAS, the *Santa Fe County Health Action Plan* establishes behavioral health as a priority, including reducing drug abuse, reducing alcohol abuse, and reducing suicides; and

WHEREAS, the Community Services Department has worked to align existing County programs and develop new ones to maximize the County’s contribution to the three high-priority *Health Action Plan* goals that relate to behavioral health and treatment, including:

- creating with Presbyterian Medical Services the Mobile Crisis Response Team, dedicated to assisting first responders with people in behavioral health crisis and providing follow-up case management to connect them with appropriate resources;
- expanding the DWI program’s initiative for Screening, Brief Intervention, and Referral to Treatment and working with Tesuque Pueblo and Pueblo of San Ildefonso to provide compliance monitoring services for DWI offenders sentenced in their Tribal Court;
- providing funding and oversight for Santa Fe Opiate Safe in the delivery of naloxone and the training of physicians in the prescribing of suboxone;
- supporting La Familia Medical Center’s provision of medication-assisted treatment for pregnant women who use opiates;
- reimbursing providers for mental health and substance abuse treatment, including residential treatment with Santa Fe Recovery, as well as wrap-around services with other providers including Casa Milagro, Sangre de Cristo House, and CHRISTUS St. Vincent’s program for high utilizers;

- providing funding for County Corrections to implement re-entry programs and case management for people with mental health issues who will be transitioning back to the community; and

WHEREAS, the County participated in the National Association of Counties “Stepping Up Initiative” to reduce the number of people with behavioral health issues in the jail population, and the Board adopted Resolution 2015-66 in support of the Initiative; and

WHEREAS, the New Mexico Counties of Sandoval, Bernalillo, Taos, Dona Ana, Otero, Eddy, Socorro, and Valencia also participated in the Stepping Up Initiative by adopting similar resolutions; and

WHEREAS, on May 16th, 2016, the County hosted a behavioral health summit, which recommended the development and funding of a crisis triage/drop-in center to include professional and peer-led services; and

WHEREAS, the Community Services Department has engaged professional services to consult with stakeholders and develop a business plan for the implementation and operation of a behavioral health crisis triage center; and

WHEREAS, on September 2, 2016, the Health Policy and Planning Commission reaffirmed the need for behavioral health triage services and for a specific physical facility located within the County to provide these triage services, and supported planning for a behavioral health crisis facility and program that would provide the following services to clients and families: quick triage, assessment, stabilization, transportation, case management, navigation, peer services, information hub and respite services; and

WHEREAS, on November 8, 2016, County voters approved Bond Question 5, authorizing the County to issue up to \$5 million in general obligation bonds to acquire, construct, design, equip and improve community health facilities within the County; and

WHEREAS, the Board has approved two capital projects within the context of Bond Question 5, the First Choice Health Commons in Edgewood (\$3 million) and a facility to serve as a behavioral health crisis triage center (\$2 million); and

WHEREAS, on November 8, 2016, County voters approved a nonbinding advisory question asking whether the County should enact a countywide gross receipts tax for behavioral health services that would increase the aggregate gross receipts tax rate by up to one-eighth of one percent (0.125%).

NOW, THEREFORE, BE IT RESOLVED by the Board that Staff is directed to

1. Determine where in the County a behavioral health crisis triage center should be located; and

- 2. Ascertain what funding sources are available or could be implemented to cover the operations and maintenance of a behavioral health crisis triage center.

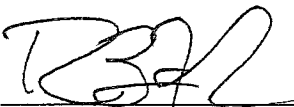
**PASSED, APPROVED, AND ADOPTED THIS 13th DAY OF DECEMBER, 2016.
BOARD OF COUNTY COMMISSIONERS**

By: _____
Miguel M. Chavez, Chair

ATTEST:

_____ Date: _____
Geraldine Salazar, Santa Fe County Clerk

APPROVED AS TO FORM:



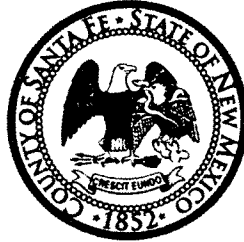
Gregory S. Shaffer, Santa Fe County Attorney

12/12/2016

Henry P. Roybal
Commissioner, District 1

Miguel Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

To: Board of County Commissioners
From: Bernadette Salazar, Human Resources Director
Via: Katherine Miller, County Manager
Date: December 13, 2016
Re: Request approval of the Collective Bargaining Agreement between Santa Fe County, New Mexico and the American Federation of State, County, and Municipal Employees; New Mexico Council 18, Local 1782, AFL-CIO



SFC CLERK RECORDED 02/01/2017

BACKGROUND AND SUMMARY

The Santa Fe County Management Team and the American Federation of State, County, and Municipal Employees began negotiating the collective bargaining agreement November 2015. The parties have worked diligently together to come to a mutual agreement in the best interest of the County and our employees. A few of the highlighted items agreed upon are listed below:

- Added previous amendments
- Added grievance procedure language
- Clarification of language in the arbitration article
- Updated the List of Bargaining Unit Positions
- Adjusted the language in the Uniform, Footwear, and Tool Allowance as well as added a chart of the covered positions and what uniform allowances
- The term is until December 31, 2022 with one (1) economic re-opener and (2) non-economic re-openers

ACTION REQUESTED

The action requested is approval of the Collective Bargaining Agreement between Santa Fe County, New Mexico and the American Federation of State, County, and Municipal Employees; New Mexico Council 18, Local 1782, AFL-CIO

ATTACHEMENT

The Collective Bargaining Agreement between Santa Fe County, New Mexico and the American Federation of State, County, and Municipal Employees; New Mexico Council 18, Local 1782, AFL-CIO

Thank you for your consideration.

**AGREEMENT BETWEEN SANTA FE COUNTY, NEW
MEXICO AND THE AMERICAN FEDERATION OF
STATE, COUNTY, AND MUNICIPAL EMPLOYEES;
NEW MEXICO COUNCIL 18, LOCAL 1782, AFL-CIO**

January 1, 2017-December 31, 2022

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ARTICLE 1. AUTHORITY, RECOGNITION, AND PURPOSE

Section 1. General

- A. This agreement (hereinafter referred to as the “Agreement”) has been made and entered into by and between the County of Santa Fe (hereinafter referred to as the “County” or “Employer”), and Local 1782, County of Santa Fe Employees, of the American Federation of State, County and Municipal Employees, Council 18, AFL-CIO, (hereinafter referred to as the “Union”).
- B. The Union acknowledges the mission, goals and obligations of the County of Santa Fe as a provider of services to the citizens of the County of Santa Fe. Both the Union and the County believe that employees are important to accomplishing goals set forth by the Santa Fe County governing body.

Section 2. Recognition and Purpose

- A. The Employer recognizes the Union as the sole and exclusive representative of employees in the bargaining unit in matters establishing and pertaining to wages, hours, and all other terms and conditions of employment pursuant to the provisions of the Public Employees Bargaining Act (PEBA) NMSA 1978, Section 10-7E-1 et.seq.
- B. The purpose of this Agreement is to establish reasonable terms and conditions of employment for bargaining unit members.

Section 3. Employee Human Resource Policies

- A. The County and the Union agree that all issues not specifically addressed in this Agreement shall be governed by the most recent Santa Fe County Human Resources Handbook (“HR Handbook”). In the event of an irreconcilable conflict between any provision of this Agreement and the HR Handbook, the Agreement shall control with respect to bargaining unit members.

ARTICLE 2. NON- DISCRIMINATION AND FAIR TREATMENT

Section 1. Compliance with Laws

Both the County and the Union agree to comply with all applicable County, state and federal laws.

Section 2. Non-Discrimination

The County shall not practice, nor tolerate, discrimination against employees through employment practices, including but not limited to, recruitment, hiring, training, education, reassignment, and promotion on the basis of any non-relevant factors such as race, color, religion, sex, ancestry, ethnicity, national origin, political affiliation, and/or beliefs, age, mental or physical disability, gender identity, sexual orientation, marital or family status, union activity, medical condition, or use of a second language other than English.

Section 3. Prohibited Practices

Neither party shall engage in any prohibited practices pursuant to the Public Employee Bargaining Act.

The Employer agrees that employees shall be protected from discrimination, intimidation, restraint, coercion or retaliation, including involuntary reassignment or changes in working conditions resulting from the filing of a good faith discrimination complaint, grievance, prohibited practice complaint, complaint alleging the Employer or other employees interfered with the complaining employee's constitutional rights and/or any right granted by this Agreement, County Ordinance, or other law, including any other right regarding union activity.

Section 4. Reporting Improper Activities

The Employer and the Union encourage employees to report waste, fraud, abuse of authority, violation of laws, or other improper government activity in good faith without fear of retaliation. The Employer shall ensure that all employees are aware of their rights under the New Mexico Whistleblower Protection Act, Section 10-16C-1, NMSA 1978, et.seq.

ARTICLE 3. BARGAINING UNIT DEFINITION AND INFORMATION

Section 1. Bargaining Unit Definition and Information

- A. The parties to this Agreement are Santa Fe County ("County") and the American Federation of State, County, and Municipal Employees, Local 1782. The County recognizes the Union as the exclusive representative of all employees in the bargaining unit which consists of all regular, non-probationary, non-temporary employees of Santa Fe County in the classifications set forth on exhibit A, and excludes supervisory, managerial, and confidential employees and all other employees.

- B. The County's exclusive information sharing obligation shall be to provide the Union with a listing of bargaining unit employees when requested but not more frequent than once per month.
 - 1. Name;
 - 2. Department, division;
 - 3. Classification;
 - 4. Hourly rate;
 - 5. Date of hire;
 - 6. The most recent mailing address provided by the bargaining unit employee to the County; and
 - 7. Any public information that would be released in response to an Inspection of Public Records Act request.

- C. The information provided shall be kept confidential by the Union's Executive Board, and shall only be used for the purpose of administering the Agreement.

Section 2. Accretion

- A. For the purposes of Article 3. Bargaining Unit Definition and Information, working days is defined as Monday through Friday, 8:00 a.m. to 5:00 p.m. excluding holidays or any time the County administrative offices are closed.
- B. When the County creates a new job classification or position, HR shall notify the union in writing within seven (7) working days. The notification shall contain details of the job duties of the new position and the County's preliminary determination as to whether the job classification is appropriate for accretion.
- C. The Union shall notify the County within seven (7) working days of receipt of notification pursuant to subsection A. above, whether it agrees with the County's preliminary determination. If both parties agree that the new classification shall be placed in the bargaining unit, the parties shall prepare a joint petition of accretion of the position within fifteen (15) working days. If the parties do not agree that the position is appropriate for accretion, or the parties fail to execute a mutually agreeable petition within the fifteen (15) working days, the Union may pursue accretion in accordance with 11.21.2.38 NMAC. The position shall not be part of the bargaining unit until and unless the PELRB approves an amended certification.

Section 3. Contracting Out

- A. The County will not contract out for services currently performed by bargaining unit employees unless it can be demonstrated that the work to be contracted for cannot be accomplished within a time frame acceptable to the County by the expertise, capacity, and/or capability of existing bargaining unit employees, or it is fiscally responsible to do so.
- B. Upon the written request of the Union, the County shall provide the Union with a list of all contracts for non-professional services entered into by the County during the previous month when the compensation to the Contractor exceeds \$25,000.00 (exclusive of applicable gross receipts tax). If a bargaining unit employee's pay or number of work hours is decreased as a result of the contract, the Union shall have five (5) working days from its receipt of the list to request from the County a written explanation of how a specific contract entered into meets the standards set forth in this section. The County shall provide said explanation within five (5) working days of its receipt of the Union request. Within five (5) working days of its receipt of such explanation, the Union may initiate a complaint challenging the propriety of the Contract, which complaint shall be heard by the County Manager. The parties agree that the resolution of any complaint involving this section cannot result in the invalidation of a legally binding contract.

ARTICLE 4. UNION AND MANAGEMENT RIGHTS

Section 1. Non-Interference

- A. The parties acknowledge that each is free to conduct its affairs and business in the manner which each respectively believes to be in its own best interest subject to the provisions of this Agreement without interfering with the operation of the County. In exercising those rights the following provisions shall apply:

1. The Union shall not use the County's interoffice mail services, mailboxes, or e-mail for the dissemination of Union literature or correspondence and shall not use County time, equipment, property, or materials for Union Business.
2. The County shall make available to the Union upon its request any public information in accordance with applicable law.

Section 2. Employee Rights

- A. The parties agree that all employees in the bargaining unit are entitled to all of the rights and privileges delineated in this Agreement. The Union shall be the exclusive representative for the representation of those rights.
- B. Employees have the right to form, join or assist the Union. Employees also have the right not to form, join or assist the Union. Membership or non-membership in the Union is strictly voluntary and may be terminated by the employee in accordance with this Agreement. The parties recognize that the exercise of these rights shall not interfere with the delivery of services.

Section 3. Management Rights

The County retains and reserves its right of all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and constitution of the State of New Mexico, the Public Employee Bargaining Act, and local Ordinances. The Union recognizes that except as specifically limited, abridged, or relinquished by the terms and provisions of this Agreement, all rights to manage, direct, or supervise the operations of the County and employees are vested solely in the County. The County shall also have the management rights outlined below. The administration of all matters covered by this Agreement shall be governed by applicable constitutional provisions, Federal and state laws, and Ordinances adopted by the County as follows:

- A. To determine the mission of the County and its departments, set standards and take action to carryout function and mission and maintain uninterrupted services to County citizens;
- B. To exercise control and discretion over County organization and its operation;
- C. To direct employees of the County and conduct evaluation and judgment of an employee's skill, ability, efficiency, and general performance;
- D. To hire, promote, transfer, assign, and retain employees in positions with the County, and to suspend, demote, discharge, or take other disciplinary action against employees for just cause in accordance with provisions within this Agreement;
- E. To lay off employees from duties or reduce hours because of lack of work or for other legitimate reasons;
- F. To determine the methods, means, and personnel by which such County operations are to be conducted.

The County shall have the right to make such reasonable rules and regulations respecting the conduct of employees, as it may from time to time deem best for the purpose of maintaining order, safety, and/or efficient operations. There shall be no implied or inferred rights to the Union or any employees.

If this Agreement is silent regarding a particular issue, it shall be considered a retained management right to exercise discretion on such issue.

Section 4. Union Rights

- A. The parties agree that the Union has the right to represent employees during any phase of the formal disciplinary process and at any meeting the employee reasonably believes could result in disciplinary action so long as that representation does not interfere with the operations of the County. In the event that an employee is given less than twenty-four (24) hours advance notice of any phase of the formal disciplinary process or meeting at which the employee reasonably believes could result in disciplinary action, the phase of the disciplinary process or meeting may be delayed for a reasonable time not to exceed the close of the next business day to allow the employee the opportunity to arrange for Union representation.
- B. The parties recognize the Union's right to communicate with bargaining unit members regarding issues of concern and internal Union matters only during non-working hours.
- C. Union representatives may schedule meetings with management to discuss any matters pertaining to the Agreement. Such meetings shall be scheduled at a time and place that will not interfere with the delivery of quality services to the citizens.
- D. The Union may provide input concerning changes in County policies, procedures, rules, and regulations through the LMC.
- E. Space designated by the County for closed and locked bulletin boards, to be furnished by the Union, where the Union may post its announcements will be made available. Union representatives will post any and all Union announcements only on the bulletin board designated for Union announcements. All postings are subject to the mutual approval of the County Manager or designee and the Union president or designee and initialed by both.
- F. Union officials may request to use County conference rooms and meeting facilities for Union meetings during non-business work hours subject to advance scheduling and availability consistent with other non-County organizations requesting the use of County facilities. County vehicles shall not be used for Union business. Use of a County vehicle is permitted only if the Union representative or employee is requested to be present at a meeting by management and Union representative or employee is on duty and is assigned a County vehicle on a regular basis.
- G. Outside mail and/or hand-delivered mail addressed to Union members will not be opened by anyone except the addressee.

Section 5. New Employee Orientation

The Union shall provide copies of this Agreement to the County to be distributed to new employees in bargaining unit positions during regularly scheduled orientation sessions. Upon the written request of the Union, the Employer shall provide the Union with the names and departments/offices of new employees hired to fill bargaining unit positions since the Union's previous request.

Section 6. Union/Management Business

- A. Five (5) Union employees shall be granted administrative leave with pay during their normally scheduled work hours for the purpose of attending collective bargaining sessions unless otherwise mutually agreed upon. This time will not be counted as time worked and will not be counted in calculating overtime or compensatory time and shall be documented on payroll timesheets and on leave request forms as Union administrative leave.
- B. During formal disciplinary or grievance meetings, one Union representative will be granted administrative leave with pay. This time will not be counted as time worked and will not be counted in calculating overtime or compensatory time. This time shall be documented on payroll timesheets and on leave request forms as Union administrative leave.
- C. If the Employer requests that the Union representative participate in any meeting, the Union representative is not required to take personal leave or leave without pay. The employer shall make every effort to schedule such meetings during the normal functions of the County and at a time which will not interfere or jeopardize the services or safety of the residents/visitors of Santa Fe County.
- D. Union representatives shall make a good faith effort to provide a minimum of twenty-four (24) hours' notice of requested leave to their supervisors to attend Union business including but not limited to grievance or disciplinary meetings. The County may deny such requests based upon the needs of the County.
- E. The County shall not unreasonably deny accrued leave for any employee to participate in Union activities, provided however that the Union representative has provided adequate notice for the request, and that the time off will not jeopardize services provided by Santa Fe County.

ARTICLE 5. COUNTY SENIORITY

Section 1. General

Seniority is defined as length of continuous service in County class, department, or division.

Section 2. County Seniority

County seniority is the length of continuous service with the County of Santa Fe. County seniority is broken by separation.

Section 3. Classification Seniority

Classification (Class) seniority is entry date the bargaining unit employee began working in his/her current job classification. Classification Seniority is broken by promotion, reassignment, or a change to a different job classification.

Section 4. Division Seniority

Division seniority is the length of continuous service an employee has in his/her current division. Division seniority is broken by reassignment to another division.

Section 5. Identical Hire Dates

Where two (2) or more employees have the same seniority date for determining job rights, the tie shall be broken with seniority based on the highest number of the last four (4) digits of the social security number (the highest number would be 9999, the lowest 0000). A tie will be settled by the toss of a coin.

Section 6. Military Service

The County will comply with the Federal Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA).

ARTICLE 6. LAYOFF, FURLOUGH, AND RECALL

Section 1. Furlough

In the event the County is in need of a furlough, the County Manager shall submit a plan to the Board of County Commissioners that identifies County positions to be affected by the furlough. At least thirty calendar days prior to submitting a plan to the Board of County Commissioners, the County shall provide a draft plan which identifies bargaining unit positions addressed by the plan, to the Union. The County Manager may order a furlough without submitting a plan to the Board and the Union only if a financial emergency exists and there is insufficient time for the Board of County Commissioners to consider a plan. During the thirty days prior to submission of the plan to the Board of County Commissioners, the Union shall have the opportunity to provide the HR Director with cost-cutting measures, identified in writing, within the bargaining unit for consideration prior to the submittal of the plan to the Board of County Commissioners or implementation of any furlough in non-emergency situations. A furlough is the temporary placement of an employee in a reduced work hour schedule, which can either be partial or full-time, for lack of work or funds. No furlough may exceed twelve (12) months in duration. A furloughed employee shall be given at least fourteen (14) calendar day's written notice of furlough, unless the time limit is waived by the County Manager. Employees shall be returned from furlough when the reasons for the furlough cease to exist. Wherever possible, all affected employees shall be returned at the same time, to the same extent. The grievance or appeal process is not available regarding a furlough.

Section 2. Layoff

The County may lay off an employee only to eliminate positions, as a result of a shortage of work or funds, or for other reasons unrelated to the performance of an employee. The County Manager may identify County positions for purposes of a layoff and shall submit a written lay off plan to the Board of County Commissioners. Such positions may be identified on the basis of geographic area, function, funding source, or other factors. At least thirty calendar days prior to submitting a lay off plan to the Board of County Commissioners, the County shall provide the Union a draft lay off plan which identifies bargaining unit positions addressed by the plan. The Union shall have the opportunity to provide the HR Director with cost-cutting measures or other solutions, in writing, within the bargaining unit for consideration prior to the submittal of the plan to the Board of County Commissioners or implementation of any layoff. Upon approval by the Board of County

Commissioners of a layoff plan, the HR Director shall initiate the right of first refusal among the affected County positions. Employees shall be laid off in order of seniority within job titles.

Section 3. Return to Work from a Layoff

Employees at the time of separation by the layoff shall have reemployment rights for twelve months after the date served with notice of the layoff, under the following provisions:

Employees shall be returned to work in reverse order of seniority within job titles to any position to be filled for which the employee is qualified. The position must contain the same or lower midpoint salary range as that held at the time of the employee's separation; offers of reemployment shall be made in writing. An employee who is offered and accepts reemployment after layoff shall occupy the position within fourteen (14) calendar days of accepting the offer of reemployment, or forfeit the right to reemployment; and an employee who refuses an offer of reemployment or fails to respond to an offer of reemployment within fourteen (14) calendar days shall not be eligible to receive subsequent offers of reemployment, although the employee will be eligible to apply for any position for which the employee is eligible. Employees returned to work shall have that period of time they were laid off counted as time served in the employment of the County, and shall not be required to serve a new probationary period.

ARTICLE 7. DUES DEDUCTION

Section 1. Union Dues

- A. The County agrees to deduct membership dues levied by the Union from the paycheck of bargaining unit employees who have voluntarily executed a dues deduction authorized form. Such dues deduction shall not include any fees, assessment, or fines of any kind. Deductions will commence the first full pay period after receipt of the signed authorization form. The amount of dues deductions will be certified in writing to the Human Resources Office by the President of the Union. Prior to any increases to dues deductions, the Union shall provide written notification to the employer and all bargaining unit members thirty (30) business days before the effective date of the increase. Written notification for this article shall include but is not limited to posting the notice of dues increases for thirty (30) consecutive business days on designated union bulletin boards pursuant to Article 4 Section 4 of this Agreement. The increased deduction will commence the first full pay period following receipt of the thirty (30) business days notification as required above.
- B. If the employee is later assigned outside of the bargaining unit, the County will change the Union status and stop Union dues deductions.
- C. All money deducted from wages under this article shall be remitted to AFSCME promptly after the payday covering the period of deduction.

Section 2. Terminated Dues

- A. Dues deductions may be terminated following written notification from the employee to the Human Resources Office and the Union during the first full work week of January or the first full work week of July. In the event of documented hardship, employees may stop dues deductions at any time by contacting the Union President.

- B. If in the event a reimbursement is owed to an employee by the Union due to a transfer out of the bargaining unit, the employee shall request in writing to the Union Secretary, Treasurer or President at the earliest possible opportunity.
- C. If an employee has insufficient earnings for the pay period or is on non-pay status, no payroll deductions will be made for that employee for that pay period.
- D. The Union will indemnify, pay for the defense of, and hold the County harmless of any claims made and against the County for compliance with issues pertaining to Union dues. The Union agrees to refund any amount paid to it in error on account of the payroll deductions provisions as determined by the County.

ARTICLE 8. SCHEDULING AND STAFFING

Section 1. Work Week

- A. A normal workweek for a full-time employee is defined as a calendar week beginning at 12:01a.m. Saturday and ending 12:00 midnight the following Friday. The normal workweek shall consist of forty (40) work hours, eight (8) hours per day in accordance with Section 3 of this Article, with two (2) consecutive days off.
- B. The County may establish non-standard workweeks at work sites that are required to work six (6) or seven (7) consecutive days. Additionally, the County may establish non-standard work hours, such as four (4) ten (10) hour workdays per workweek, when it deems it in its best interests to do so.
- C. Normal work shifts for FLSA covered employees shall not be split into two or more segments, unless the Union and Employer agree upon such shifts. Lunch periods do not create a split.
- D. Open shifts at a specific work location for a specific position where shifts exist shall be subject to bidding based upon division seniority within the job classification and other bona fide job related considerations.

Section 2. Flex Time

Flextime requests shall be considered on a County seniority basis with consideration given to the employee's needs and the County's public service requirements.

Section 3. Scheduling and Breaks

- A. Full time employees shall take a lunch break to be scheduled by their supervisors. Full time employees will be granted up to two (2) fifteen-minute breaks per work shift or day, except as limited by subsection B. One break is to be taken during the first half of the work shift and one break during the second half of the work shift. Employees working four (4) hours or less per day may be granted up to one (1) fifteen minute break per day to be taken during the work shift period. If a fifteen minute break is provided, the times shall be determined in writing by the supervisor. Any deviation from the scheduled time authorized by the supervisor shall require written approval from the supervisor.

- B. Supervisors may limit or delay breaks or meal periods to: (1) accommodate a call for service, (2) if staffing is compromised, (3) if continuous work is required, or (4) for unusual circumstances. Breaks will not be accumulated. Breaks shall not be taken in conjunction with lunch breaks, at the end, or beginning of a work day or shift. An employee responsible for snow removal, road paving and road construction, or wastewater and water emergencies may be allowed to take a break at a different time than scheduled as approved by the supervisor.

Section 4. Staffing and Workload Standards

- A. Staffing and workloads are determined by the Employer. The Employer shall assign workloads to treat employees as equitably as possible. The Employer shall not adjust an employee's work day or work week to avoid the payment of overtime or accrual of comp time. A work week or work day may be temporarily adjusted to accommodate emergencies, training, budget constraints, or other unforeseen circumstances without the adjustment being interpreted as avoiding paying overtime or accrual of comp time.

Section 5. Changes in Shift, Work Hours and/or Worksite

If the County elects to make a change, or reassignment, to an Employee's normal shift, work hours, or assigned worksite, the County has an obligation to ensure that the Employee is provided adequate time to address alternate transportation needs, child care, health care, or other personal and familial responsibilities. Any non-emergency change or reassignment in an Employee's normal shift, work hours and/or assigned worksite that is mandatory shall require five (5) working days advanced written notice to the Employee. The County shall advise the affected Employee of the anticipated duration of the change. In instances of temporary, emergency reassignments, the County shall make a diligent effort to notify the Employee as far in advance as possible.

ARTICLE 9. TRAINING AND EDUCATION

Section 1. Tuition Assistance

- A. Purpose: To assist employees to better educate, train, and learn new skills, to remain competitive in our society and in turn use those skills to support the County of Santa Fe. Supervisors shall make reasonable efforts to encourage, support, and accommodate employees to pursue for-credit educational opportunities to receive the education needed to facilitate the development of knowledge, skills, and abilities that may assist the employee to achieve professional growth in their job classification. While educational assistance is expected to enhance employees' performance and professional abilities, the County makes no representation herein that gaining additional education will entitle the employee to automatic advancement, a different job assignment, or pay increase.
- B. Depending on the availability of funds and/or sufficient budget appropriation, tuition assistance may include the payment of tuition, registration fees, activity fees and laboratory fees for bargaining unit employees to attend "for credit" courses from an accredited educational institution. Tuition reimbursement will be taxed in accordance with established County policies, Federal/State law, and IRS regulations.

Section 2. Funding

- A. The County will endeavor to provide funding for job or career related courses, and for courses required for upward mobility within the County, or courses related to a desired degree that is job or career related. Only tuition charges, registration fees, activity fees and laboratory fees will be paid unless the course is required by the County. If an applicant is directed to attend class, the County will pay for all associated costs, including texts which will become the property of the County.
- B. If an employee registers late, they will be responsible for any additional costs beyond the regular registration fee.
- C. All tuition charges will be paid directly to the educational institution by the employee. Santa Fe County will reimburse the employee upon successful completion of the course and proof of the course grade of a "C" or better. In the event that a course is only offered on a PASS/FAIL basis, a grade of PASS will be acceptable.
- D. Depending on the availability of funds, and sufficient budget appropriation, Tuition Assistance may be denied, or partial assistance may be considered to allow for more employee participation. In the event that an employee does not have a declared degree and makes application to attend an institution, which is more costly than another school offering the same course, the employee will be directed to attend the latter. Tuition Assistance will be determined by the availability of funds and limited to a maximum of \$5,000.00 per employee for each calendar year.

Section 3. Process to apply for Tuition Assistance

- A. The employee shall present a completed application for tuition assistance, a document from the educational institution of the costs requested for reimbursement, and a schedule from the educational institution to include class days and times to the immediate supervisor and Department Director/Elected Official at least three (3) weeks prior to the first class date.
- B. If the application is approved the Department Director/Elected/Official or designee shall notify the employee within seven (7) working days to continue the process of the application.
- C. Upon such notification, the employee shall then forward the completed application, approved and signed by the supervisor and Department Director/Elected Official, the documentation of costs, and the class schedule to the Human Resources Office for final approval at least two (2) weeks prior to the first class date. All applications for tuition reimbursement are subject to the final approval of the Human Resources Director.

Section 4. Denial of Tuition Assistance

- A. If the application is denied, the Department Director/Elected Official or designee shall respond in writing to the employee within seven (7) working days of the denial of the application. The reasons for the denial shall be cited in the letter to the employee and forwarded to the HR Director with the application attached.
- B. If the application is denied by the Department Director/Elected Official, the employee shall have the right to request in writing reconsideration from the HR Director. The HR Director

shall respond to the employee within seven (7) working days of receipt of the employees request for reconsideration.

- C. In the event that an application is denied by the Human Resources Director, or a requested reimbursement amount is reduced, and partial assistance is offered, the Human Resources Office shall notify the employee in writing, within seven (7) working days, the reason for denial or partial assistance.

Section 5. Approval of Tuition Assistance

- A. If the application is approved by the Human Resources Director, the Human Resources Office will then process the application and prepare a purchase requisition for tuition assistance.
- B. Upon completion of the course, the employee shall provide Human Resources with a copy of the official grade(s) from the educational institution. If the grade is a "C" or better or a "Pass," Human Resources will then coordinate with the Finance Department to get the reimbursement check for the applicant. When the check is complete, HR will notify the employee.

Section 6. Changes Affecting Approved Tuition Assistance Requests

- A. Employees who change their course status or withdraw from the institution must inform the Human Resources office and their immediate supervisor and Department Director or Elected Official in writing within one week of the action and the reimbursement agreement shall be void.
- B. If the employee's employment ends with Santa Fe County before the class is complete, the reimbursement agreement shall be void.
- C. If the employee transfers from one department to another within Santa Fe County, and the course for which reimbursement was committed is not relevant to the employee's new position, the HR Director shall determine whether the reimbursement agreement is void. The employee must request from the HR Director in writing a determination as to whether the agreement will remain in effect after the transfer. The employee request must be submitted to the HR Director within seven (7) working days of the transfer date. In the event that the employee does not request in writing a written determination from the HR Director within seven (7) working days of his/her transfer date the reimbursement agreement will become void. A decision will be made in writing by the HR Director within seven (7) working days of receipt of the written request.

Section 7. Educational Leave

- A. Educational leave under this section may be granted to employees upon the approval of the employee's immediate supervisor, Division Director, Department Director/Elected Official and the Human Resources Director, up to four (4) hours per week may be allowed for class attendance for a course scheduled during the normal business hours of 8:00 a.m. to 5:00 p.m. and that are directly related to the employee's job or for a degree program that is directly related to the employee's job. Educational leave must be requested prior to the intended time of the requested leave. If a bargaining unit employee is on sick leave, they are not eligible for Educational Leave.

- B. If an employee would like to request educational leave for attendance of classes, the employee must complete the educational leave section of the tuition assistance application and have it signed by the immediate supervisor. This form shall be completed when an employee is requesting tuition assistance from the County and also when an employee is paying for the course without tuition assistance from the County. A copy of the class schedule must also be attached to be considered for educational leave. Upon receipt of the employee's application, approvals shall be made on a first come first served basis.
- C. Educational leave is to be used for actual class attendance and travel time to and from the institution during normal working hours. It will not to be used to provide the participant with study or homework time. Scheduled educational leave on any given day may be disapproved because of emergency or other unforeseen incidents.
- D. In the event that leave is denied under this section, written documentation detailing the reasons for denial will be provided to the employee and a copy will be forwarded to the Human Resources office.
- E. Part-time employees will not be granted educational leave.
- F. Human Resources shall post education and training opportunities when they become available.

This Article is contingent upon sufficient budget appropriation.

ARTICLE 10. HUMAN RESOURCES DIVISION RECORDS

- A. The employee's only official file shall be the file located in and maintained by the Human Resources Division. Employees or their designee as authorized in writing shall have the right to inspect and copy any portion of their human resources file at reasonable times and upon the advance notice of the desire to inspect any copy. In no event shall the employee remove the file from the Human Resources Office or remove any item from the official human resources file. A Human Resources representative shall monitor the inspection and copying of the file. An employee's inspection and copying of their file may be documented in the employee's file on Human Resource approved forms.
- B. Employees may submit a written rebuttal to any material placed in their records and may request in writing the removal of any material that, in the opinion of the employee is unwarranted, inaccurate, irrelevant, untimely, or incomplete.
- C. Before a complaint or disciplinary action against an employee becomes part of the official HR file, the employee will be notified.
- D. The employee may request in writing the addition of any documentation he/she deems relevant to his/her Human Resources file.
- E. The Human Resources Division shall respond in writing within ten (10) calendar days from the date of the receipt of any written request by an employee in accordance with this article.

ARTICLE 11. LABOR / MANAGEMENT COMMITTEE/MEETINGS

- A. The parties shall maintain a Labor Management Committee (LMC) which shall be a standing committee for the duration of this Agreement.
- B. The LMC shall meet at least quarterly at mutually agreed upon time and place.
- C. The Union President, or designee and the Human Resources Director, or designee shall be members of the LMC and shall each appoint three (3) additional members of the Committee.
- D. The LMC shall be free to address any topic of mutual interest or concern which affects working conditions of bargaining unit employees or furthers good labor management relations. It is understood and agreed that while the parties shall not be restricted in the topics to be addressed, with respect to clarification of intent of the terms of this Agreement other than set forth herein, neither the discussions nor the outcome thereof shall be considered or treated as constituting a binding agreement between the parties unless reduced to writing, specifically identified in the body thereof as constituting a Memorandum of Understanding as set forth in Agreement.
- E. The LMC is not empowered to negotiate any revisions or amendments to this Agreement.

ARTICLE 12. EMPLOYEE ASSISTANCE PROGRAM

- A. The employer shall continue to provide free of charge, a confidential Employee Assistance referral services to offer professional assessment and short term counseling and referral services. This program is designed to assist employees and their immediate families with personal or work related problems that may affect the employee's well-being and job performance. Employees may self-refer when they recognize a need for assistance.
- B. Employees that meet with the EAP after a supervisor referral will be granted administrative leave up to two (2) hours for each appointment. Employees shall use either sick, annual, or leave without pay when self-referred to the EAP.
- C. No information relating to any matter covered by the EAP shall be disclosed without the employee's voluntary written permission unless otherwise required by law.

ARTICLE 13. CORRECTIVE DISCIPLINARY ACTIONS

Section 1. Just Cause Discipline

Bargaining unit employees may only be disciplined for just cause. Nothing in this Agreement shall prevent the employer from disciplining bargaining unit employees.

Within ten (10) business days of the discovery of the facts upon which the discipline is based or within ten (10) business days of the completion of an investigation the employee shall be presented with the proposed corrective/disciplinary action.

Section 2. Confidentiality and Representation

All disciplinary matters shall be held in strict confidence by the Employer and the Union. Discussions with the employees regarding disciplinary action shall be conducted in private. The employee may elect to have a union representative or attorney representative present at any step of the corrective/disciplinary process. If an employee indicates that they would like to have a Union representative present at any step of the disciplinary process, the disciplinary process may be delayed for a period not to exceed the following business day.

Employees who do not wish Union representation during the disciplinary process shall acknowledge such in writing to the Employer on the Waiver of Union Representation Form.

Section 3. Disciplinary Action

- A. The County subscribes to the concept of progressive discipline and it shall be practiced as a corrective measure whenever possible. However, there are instances when a disciplinary action, including dismissal, is appropriate without first having imposed a less severe form of discipline first. The conduct at issue in a prior discipline need not be similar to the conduct involved in a subsequent discipline to serve as the basis for progressive discipline.

B. Delivery of Correspondence

For the purpose of the disciplinary process, the County will make an effort to hand-deliver correspondence and any documentation related to the disciplinary process including the disciplinary action form and letter of recommended action and will be considered served immediately upon delivery. In cases where hand delivery is not practical, such materials will be delivered by mail or email. If sent by certified mail, it will be post marked by the tenth business day and considered timely served. If received by email, it shall be considered served upon the sending of the email to the employee or the union representative. For the purpose of this Section, days mean workdays to include Monday through Friday and not to include holidays or time when the County Administrative Offices are closed.

C. Forms of Disciplinary Action

1. Oral Warning/Reprimand

An oral warning reprimand is used to allow supervisors and employees the opportunity to discuss and correct minor infractions of performance, conduct or behavior. Employees shall be notified that further instances may require more progressive discipline. An oral warning/reprimand shall not be placed in the employee's official Human Resources file.

2. Written Reprimand

An employee shall receive a written reprimand because the deficiency or infraction is of a greater degree than that for which an oral warning reprimand may be used, or if a

previous oral reprimand was not effective as corrective action. Written reprimands may be appealed to the Department Director or designee within three (3) working days from the date of receipt of the recommendation. Written reprimands for an employee's work performance, conduct or behavior shall be placed in the employee's official Human Resource file after the approval of the Human Resources Director and the County Manager. A bargaining unit employee may also respond with a written rebuttal by delivering it to the Human Resources Director no later than five (5) days of receipt of the Human Resources Director and the County Manager approval, and will be placed in the bargaining unit employee's official Human Resources file. A written reprimand shall not be used for purposes of discipline or merit increases 12 months after the bargaining unit employee received the reprimand, provided the bargaining unit employee has not received another written reprimand or any other disciplinary action during the 12 month period following the written reprimand. If the employee receives another reprimand or other progressive disciplinary action during the 12 month period following the written reprimand, the written reprimand will be used for purposes of progressive discipline or merit increases.

3. Suspension without Pay.

An employee may be suspended without pay for a single serious offense or for continued inadequate job performance or misconduct after previous attempt (s) to correct the conduct have failed. The following specific rules apply to suspensions without pay:

- a) Suspension will not exceed thirty (30) calendar days.
- b) Suspensions are subject to the appeal procedures set forth herein.
- c) Suspensions are a permanent part of the employees file, but cannot be used as a part of the progressive disciplinary process after five (5) years provided that the employee has not received another related or unrelated disciplinary action during the five year time period.

4. Demotions

- a) A demotion is a reassignment from a higher classification to a lower classification with a reduction of at least 5% of pay, but no more than the minimum of a new range.
- b) An employee may be demoted for a single serious offense or for continued inadequate job performance or misconduct after previous attempt(s) to correct the conduct have failed.
- c) Demotions are subject to the appeal procedures set forth herein.

5. Dismissals

An employee may be dismissed for a single serious offense or for continued inadequate job performance or misconduct after previous attempt(s) to correct the conduct have

failed. Dismissals are subject to the appeal procedures set forth herein.

D. Procedures Common to Written Reprimands, Suspensions-without pay, Demotions, and Dismissals.

The following procedures apply to all disciplinary actions other than oral reprimands:

1. The Elected Official/Department Director or designee will present the proposed disciplinary action to the employee.
2. The employee will be asked to acknowledge having received the recommended disciplinary action by signing the Disciplinary Action Report. If the employee refused to sign, a witness will attest in writing that the Disciplinary Action Report was presented to the employee for signature. The witness's signature or employee's signature indicates that the employee received the Disciplinary Action Report but does not necessarily indicate concurrence with its content. The employee will be given a copy of the disciplinary action report along with any accompanying documentation.
3. Where the recommended disciplinary action is a suspension without pay, demotion, or dismissal, the employee will be informed in writing of the pre-disciplinary hearing date upon being served with the recommended disciplinary action.

E. Administration Leave Pending Outcome of the Investigation.

In cases where County property, other employees, or the public are at risk or when there is a pending investigation because of the employee's action, the Elected Official/Department Director, with the approval of the County Manager or designee may put the employee on administrative leave with pay until the investigation is completed and/or the disciplinary proceedings through any appeal to the County Manager are completed. This leave shall not exceed twenty (20) working days, unless a longer leave is approved by the County Manager.

Section 4. Pre-Disciplinary Hearing and Appeal Procedures

A. Applicability.

The pre-disciplinary hearing and appeal procedures set forth in this Article apply to suspensions, demotions, and dismissals.

1. Pre-disciplinary Hearing Process.
2. For the purposes of this section, working days mean 12:00 a.m. through 11:59 p.m., Monday through Friday.
 - a) The Human Resources Director designee and Elected Official/Department Director or designee shall meet with the employee and the employee's representative, if any, at the appointed time, date, and location. At the pre-disciplinary hearing the employee shall have the opportunity to respond to the recommended disciplinary action. The County Attorney or designee may also be present. Pre-disciplinary hearings may be recorded and are not evidentiary hearings.

- b) The Human Resources Director or designee will issue a decision in writing within five (5) working days of the pre-disciplinary hearing. This decision is final. The Human Resources Director's decision shall include the employee's right to appeal his/her decision, to the County Manager, as per this section. The written decision shall be either delivered directly to the employee (obtaining employee's signature of receipt of the decision) be sent to the employee by certified mail, return receipt requested, mail, or by email. Failure to issue a decision by the deadline shall afford the employee six (6) days from the date of the pre-disciplinary hearing to appeal the supervisor's recommended discipline to the County Manager. Failure to timely appeal shall result in the execution of the recommended discipline without the right to appeal.

B. Appeals to County Manager

1. Within five (5) days of a hand delivered notification or ten (10) days of a certified mailing of the Human Resources Director's decision, the employee or previous employee may appeal the decision of the Human Resources Director, to the County Manager, by delivering a notice of appeal to the Human Resources Director; the notice of appeal will then be forwarded by the Human Resources Director to the County Manager.
2. The County Manager or designee will render a written decision, based upon a review of all documentation, within twenty (20) working days of receipt of the employee's appeal request; provided, however, that the County Manager or his or her designee may, but is not required to, schedule a meeting to include the employee, the Union representative or licensed attorney, the supervisor who recommended the disciplinary action or designee, the HR Director or designee, and any other person the County Manager or designee deems appropriate before rendering a decision. The County Manager's or designee's decision will be delivered directly to the employee (obtaining employee's signature of receipt of the decision), be sent to the employee or Union representative by certified mail, return receipt requested or by email and mail. The County Manager's decision shall include the employee's right to appeal his/her decision, to a third party arbitrator.

C. Appeals to Third-Party Arbitrator.

1. Notice of Appeal

Within five (5) working days of their receipt of the County Manager's or designee's written decision, the employee or previous employee may appeal the County Manager's decision to a third- party arbitrator by delivering a written notice of appeal to the Human Resources Director. The notice of appeal will then be forwarded by the Human Resources Director to the County Manager.

2. Appeal Procedures.

Appeals of the County Manager's or designee's disciplinary decision shall be conducted in accordance with the arbitration procedures set forth in Article 15 of this agreement.

ARTICLE 14. GRIEVANCE PROCEDURES**A. Purpose**

The purpose of these grievance procedures is to secure, at the lowest possible administrative level, the resolution and remedying of alleged violations of this Agreement but does not include issues pertaining to disciplinary proceedings. . There shall be no other forum or procedures for remedying violations of this Agreement other than the grievance procedures contained in this article.

B. Definitions

1. "Grievance" is an allegation that a violation, misapplication, or misinterpretation of any provision of the Agreement has occurred other than an issue pertaining to disciplinary proceedings.
2. "Grievant" means the person or entity claiming that this Agreement has been violated and may be a bargaining unit employee, a group of bargaining unit employees, the Union, if bringing a grievance on the bargaining unit employees' behalf, or the County.
3. "Days" mean business days, Monday through Friday, but not including holidays observed by the County.

C. General Procedures

1. The time limits specified at each step of these are maximums, and the parties agree to try and expedite the process when possible.
2. If the County fails to comply with the time limits set forth with respect to any step of these procedures, the grievance shall be considered automatically appealed to the next step in the procedures.
3. If the grievant fails to comply with any time limit applicable to grievant, the grievance shall be considered abandoned.
4. The time limits set forth herein may be extended by mutual written agreement of the parties.
5. A grievance is initiated whenever a written "Notice of Grievance" is delivered to the person to whom it must be delivered under these procedures. A grievant must initiate a grievance within ten (10) days of the date upon which the grievant knew, or reasonably should have known, of the facts upon which the grievance is based.
6. A Notice of Grievance filed by an employee or the union must be signed by the grievant and/or their Union representative, and contain, at a minimum, the following:
 - i. the name(s) of the bargaining unit employee(s) affected by the alleged violation of this Agreement;

ii. the name, address and telephone number of the Union representative, if any, representing the bargaining unit employee(s);

iii. what provision(s) of this Agreement are alleged to have been violated;

iv. the alleged facts constituting the alleged violation;

v. the date of the alleged incident;

vi. the names of individuals with information relevant to the grievance to include what information each individual possesses; and

vii. the relief sought.

D. Steps for Grievances by and on behalf of Bargaining Unit Employees

1. The parties encourage the resolution of disputes between affected bargaining unit employees and their immediate supervisors outside of the formal grievance procedures. To be considered timely, however, the grievant must deliver a written "Notice of Grievance" to the immediate supervisor of the affected bargaining unit employee(s) and the Elected Official/Department Director in charge of the employee's department within the time limits set forth in Article 14.C.4 of this Agreement. Ten (10) days shall be allowed for the grievance to be resolved at the immediate supervisor level. The Elected Official/Department Director may, but is not required to, intervene at the immediate supervisor level to help resolve the grievance.
2. If the grievance is not resolved within ten (10) days of the date the Notice of Grievance is delivered to the immediate supervisor and the grievant desires to proceed to the next step in these procedures, the grievant must file a "Notice of Grievance" with the Human Resources Director within fifteen (15) days of the date when the notice of grievance was delivered to the immediate supervisor and Elected Official/Department Director or designee. No later than ten (10) days following receipt of the Notice of Grievance, the Human Resources Director or designee shall schedule a meeting to consider the grievance. The grievant and the Elected Official/Department Director or designee shall be entitled to bring documents and/or witnesses (at the expense of the party bringing the documents or witnesses) to the meeting in order to present evidence on their behalf. Each party shall have the right to cross-examine witnesses brought by the other party.
3. The Human Resources Director or designee shall render a written decision resolving the grievance within ten (10) days of the meeting.
4. The grievant may appeal the Human Resources Director's Decision to the County Manager by delivering a notice of appeal and all supporting documents to the County Manager, with a copy to the Human Resources Director, within ten (10) days of their receipt of the Human Resources Director's written decision. The County Manager or designee may, but is not required to, schedule a meeting within ten (10) days of their receipt of the notice of appeal, to which each party shall be entitled to bring documents. The County Manager or designee shall, within ten (10) days of the meeting or within ten (10) days of their receipt of the notice of appeal, whichever is later, render a written decision resolving the grievance.

5. The grievant may appeal the County Manager's or designee's decision to an arbitrator by serving a notice of appeal on the County Manager, with a copy to the Human Resources Director, within five days of their receipt of the County Manager's or designee's written decision. Such arbitration shall be in accordance with Article 15 of this Agreement.
6. If the Union initiates the grievance which results in arbitration, the Union shall be responsible for 50% of the arbitration costs.

E. Steps for Grievances by the County

1. The County initiates a grievance by delivering a Notice of Grievance to the Union President. The County and Union shall meet within ten (10) days to try and resolve the grievance.
2. If the grievance is not resolved within ten (10) days of the Union President's receipt of the Notice of Grievance, the County may seek resolution through the Public Employees Labor Relations Board. However, if the Public Employees Labor Relations Board declines or fails to resolve a matter submitted for resolution by the County, or the County chooses to proceed through arbitration instead, the County through the County Manager, may initiate arbitration by serving a demand for arbitration on the Union within twenty (20) days of the date on which the Public Employees Labor Relations Board declines or fails to resolve a matter submitted for resolution by the County. Such arbitration shall be in accordance with Article 15 of this Agreement. As a preliminary step prior to arbitration, the County may, with the consent of the Union, initiate mediation in accordance with section F below. Mediation must be completed within fifteen days after the County and Union meet to try and resolve the grievance. If mediation is attempted and unsuccessful at resolving all issues, the County may commence arbitration within twenty (20) days of the mediation.
3. If the County initiates the grievance which results in arbitration, the County shall be responsible for 70% of the arbitration costs.

F. Miscellaneous

1. No reprisal or retaliation by any party shall be taken against any person who participates or is a witness in a grievance proceeding.
2. A grievant may be accompanied and represented and at any hearing or meeting conducted under these grievance procedures at their own cost.
3. A bargaining unit employee, acting individually, may present a grievance without intervention of the union, provided the grievance must be processed in accordance with this Agreement. An adjustment made shall not be inconsistent with or in violation of this Agreement. The Union must be notified of the resolution of the grievance.
4. If a grievance affects a group of two (2) or more bargaining unit employees or involves an action or a decision by the County or the Department Head that has a County wide or department wide impact, the Union may submit the grievance on behalf of the effected bargaining unit employees.

5. All documents related to a grievance shall be maintained as a separate file from an employee's personnel file.
6. All grievances and grievance responses shall be filed and processed in accordance with this Agreement.
7. The processing of grievances by the Union and/or bargaining unit employees shall be conducted on non-County paid time unless otherwise agreed by the parties.
8. Grievances may be withdrawn or modified by the Union at any step of the grievance procedure.
9. Tape recorders or other electronic devices may be used by any party participating in the grievance, provided notice of the use of the recording device is provided to the other party prior to commencement of the proceeding, and provided a copy of the recording is provided to the other party if requested at the requesting parties' expense.

ARTICLE 15. ARBITRATION

The parties are prohibited from violating written agreements in force, which were negotiated in accordance with the Public Employee Bargaining Act. Any controversy concerning an alleged contract violation or disciplinary action of suspension, demotion, or dismissal may be submitted for binding arbitration.

A. Initiation of Arbitration.

Bargaining unit employees and/or the Union may initiate arbitration by delivering a Notice of Appeal, in accordance with this agreement. The County initiates arbitration by serving a Demand for Arbitration concerning grievances, in accordance with this Agreement.

The County and the Union agree to pursue settlement of issues before proceeding to binding arbitration within five (5) working days of receipt of notice of arbitration.

B. An arbitrator shall be selected in the following manner:

1. Within five (5) days of the date of delivery of the Notice of Appeal or Demand for Arbitration, the parties shall meet to determine whether they can choose a mutually agreeable arbitrator. If at that meeting the parties are unable to settle the matter or agree upon an arbitrator, the party initiating arbitration shall on the sixth day after delivery of the Notice of Appeal or Demand for Arbitration request a list of seven (7) names from the FMCS and will bear the cost for the list. The party initiating arbitration shall request from the Federal Mediation and Conciliation Service ("FMCS") a list of seven (7) arbitrators from the region who are licensed attorneys. Prior to submitting the request to the FMCS, the party initiating arbitration shall make a good faith effort to consult with the other party to determine whether the parties can agree to further limit the universe of acceptable arbitrators by specifying additional special requirements (e.g., specializations, organizational membership and certification requirements, etc.) on the FMCS Request for Arbitration Panel form. The party initiating the arbitration must deliver a copy of the list to

the non-requesting party within twenty-four (24) hours of receipt. An arbitrator shall be selected within five (5) business days of receiving the list.

2. Each party will strike one (1) name alternately until a single name remains and he or she shall be the Arbitrator. The party initiating arbitration shall strike the first name from the FMCS list of arbitrators.
- C. The Arbitrator shall decide issues of arbitrability prior to hearing the merits of the case. If the Arbitrator determines the case is arbitrable, then the Arbitrator shall consider the facts of the grievance in arbitration and following the hearing shall prepare and submit to the parties, in writing, a report and decision within thirty (30) calendar days after the conclusion of the hearing.
 - D. The cost of services of the Arbitrator shall be shared equally by the parties. Each party will be responsible for compensating its own witnesses and representatives.
 - E. As soon as practicable after the arbitrator's appointment, the arbitrator shall schedule a pre-hearing conference. The following issues shall be discussed at the pre-hearing conference:
 1. Deadlines for the exchange of lists of hearing exhibits and witnesses;
 2. A deadline for the filing of pre-hearing motions;
 3. A mutually agreeable hearing date;
 4. Stipulations regarding the issues in dispute and hearing exhibits; and
 5. Such other matters as may facilitate the just, speedy, and inexpensive disposition of the arbitration.

The arbitrator shall issue an order reciting the action taken at the pre-hearing conference.

- F. The pre-hearing conference and all other conferences and hearings except the hearing on the merits shall be conducted telephonically, unless otherwise agreed to by the parties, if the arbitrator does not reside or have a place of business in Santa Fe County.
- G. The grievant – the party alleging the violation of this Agreement – shall have the burden of proof in grievances. The County shall have the burden of proof in appeals of disciplinary actions. The party with the burden of proof shall present their case first and, after presentation of the other side's case, shall be allowed to offer evidence to rebut the other side's evidence. Each party shall be responsible for securing the presence of their own witnesses at the hearing.
- H. The Arbitrator shall have the authority to determine if there was just cause for any disciplinary action. However, in no case shall he/she have the power to add to, nor subtract from, or modify this Agreement, nor shall he/she substitute his/her discretion for that of the employer where such discretion has been retained by the employer, nor shall he/she exercise any responsibility or function of the employer.
- I. The Arbitrator's award in disciplinary cases is limited to back pay and/or reinstatement, or reinstatement to a similar position at the parties' discretion if irreconcilable personality conflicts exist. The award shall be limited to the amount of wages and benefits the employee otherwise would have earned subject to discount based on any earnings or compensation received by the grievant including, but not limited to, unemployment insurance benefits. The

employee has an obligation to mitigate his/her damages. The arbitrator shall not have the authority under any circumstances to:

1. Award punitive damages;
 2. Award attorney's fees, costs and other expenses of arbitration;
 3. Award general compensatory damages;
 4. Make any award that adds to, subtracts from, modifies, amends, or in any way changes the provisions of this Agreement;
 5. Substitute their judgment for that of the County or the Union in any matter where the County or Union is vested with discretion under this Agreement;
- J. The arbitration shall be conducted according to the rules established by FMCS. The Arbitration Award shall be considered an award issued under the provisions of the State's Uniform Arbitration Act.
- K. Failure to meet any of the timelines set forth in this Article shall be deemed abandonment of the arbitration process if the failure to meet the deadline is caused by the party seeking arbitration.
- L. The hearing shall be held within Santa Fe County, New Mexico. Failure to conduct the arbitration within six (6) months of filing the request shall be deemed abandonment of the arbitration process, except as mutually agreed to by the parties in writing.
- M. The hearing on the merits shall be tape recorded. Either party may arrange for a transcription to be made from the recording or to have the hearing on the merits also recorded by stenographic means. Unless the parties otherwise agree, the cost of creating such a transcript or the cost of the stenographer shall be borne by the party making the arrangements, and the other party may pay for a copy of the transcript.

ARTICLE 16. LEAVE OF ABSENCE

Section 1. General

All requests for leaves of absence, with or without pay, shall be made to the immediate supervisor for approval on forms prescribed by the Employer. All requests shall be submitted in advance of the beginning date of the leave as specifically outlined in this article—except for requests of unanticipated sick leave which shall be submitted for approval upon return to work.

Section 2. Sick Leave

- A. Sick leave shall be authorized by the employee's supervisor when an employee is unable to perform normal job duties due to medical considerations, or when a member of the employee's immediate family is ill. The employer shall not ask the employee to provide information as to his/her diagnosis or condition, or the condition of immediate family members, except as permitted by applicable law. For purposes of this section, an "Immediate family member" is defined as a spouse, child, parent, sibling, grandparent, grandchild, step-parent, step-child, step-sibling, foster child, father-in-law, mother-in-law, son—and daughter-in-law, and brother and sister-in-law, domestic partner, domestic partner's child and domestic partner's parent, aunt and uncle and shall include persons living in the employee's household.

- B. Bargaining unit members are eligible for sick leave accrual based on actual hours worked and during paid leave in accordance with the following schedule:
1. Regular employees shall accrue a maximum of 3.08 hours of sick leave per paid period.
 2. Part-time employees shall accrue sick leave on a pro-rated basis.
- C. There is no accrual limitation and there shall be no pay for sick leave upon termination.
- D. If during the term of this agreement, non-bargaining unit employees' accrual rates are increased, bargaining unit employees' accrual rates shall be increased proportionately.
- E. The employee or immediate family member (if the employee is physically unable) shall request sick leave a minimum of thirty (30) minutes prior to the bargaining unit employee's scheduled start time. In the cases of employees assigned to shift work at facilities that maintain a 24-hour operation, sick leave shall be requested a minimum of two (2) hours prior to the scheduled beginning of their work period.

Section 3. Sick Leave Sell Back

An employee may, at the time of retirement, sell back all unused leave over 240 hours at one-half (1/2) the employee's hourly rate, providing the following criteria are met:

1. An employee must state in writing their intention to retire to the Department Director/Elected Official.
2. An employee has submitted an officially executed copy of an approved PERA retirement form.
3. An employee will not receive their sick leave buy back proceeds prior to the effective date of retirement.

Section 4. Medical Certification/Physician's Certificate

- A. A physician's certificate shall be required when the employee is absent from work for three or more consecutive days.
- B. A physician's certificate is also required when sick leave is due to the serious illness of an immediate family member or when the employee is absent from work for three or more consecutive days for this reason.
- C. A physician's certificate may be required by a supervisor when an identified pattern of sick leave usage develops, in order to preclude the possibility of sick leave misuse.

Section 5. Donation of Annual Leave

- A. Employees may donate annual leave to other employees within the County if a catastrophic and unplanned medical situation arises which forces the employee to exhaust all of his or her sick leave, personal leave, compensatory time, and annual leave. The annual leave will be removed

from the employee donating leave, and placed in sick leave balance of the employee receiving the leave.

- B. Any donation of leave is strictly voluntary. Requests by bargaining unit employees who require the donated leave and their reasons for such requirement will be made to the Department Director and the Human Resources Director. The Human Resources Director shall forward the request to the County Manager. Upon approval of the County Manager, the Human Resources Office will send out a County-wide e-mail requesting the donations of leave to include the deadline to donate leave. The Human Resources Offices shall transfer the donated leave to the leave balance of the employee converting the dollar value of the donor's leave based on the donor's hourly rate of pay, to hours of leave based on the recipient's hourly rate of pay using a form approved by the Human Resources Director.
- C. Donated annual leave shall revert to the employees who donated the leave on a prorated basis when the catastrophic medical emergency ends or the employee separates from the County.

Section 6. Sick Leave Incentive Program

- A. Full time employees who use (8) eight hours of sick leave or less from January 1 through June 30, shall receive (8) eight hours of additional annual leave. Employees who work less than (40) forty hours per week and use (4) four hours or less of sick leave shall receive (4) four hours of additional annual leave.
- B. Full time employees who use (8) eight hours of sick leave or less from July 1 through December 31 shall receive (8) eight hours of additional annual leave. Employees who work less than (40) forty hours per week and use (4) four hours or less of sick leave shall receive (4) four hours of additional annual leave.

Section 7. Annual Leave

- A. Bargaining unit employees shall accrue and utilize annual leave pursuant to the following:
- B. Employees shall make requests for annual leave to their immediate supervisor in advance within the time proportionate to the amount of leave requested, i.e., if the employee is requesting two weeks of annual leave, the employee shall request it two weeks in advance, etc. Annual leave will not be granted in advance of accrual.
- C. Requests for annual leave shall be considered on a first come first served basis; however, when more than one employee has requested the same annual leave time off at the same time, the supervisor shall select the requesting employees for approval of annual leave based on County seniority.
- D. Bargaining unit members are eligible for annual leave accrual based on actual hours worked and during paid leave in accordance with the following schedule:
 - 1.62 hours per pay period if more than one year but less than five years of continuous service
 - 6.13 hours per pay period if more than five years but less than ten years of continuous service
 - 6.46 hours per pay period if more than ten years of continuous service

- E. Part-time employees shall receive annual leave on a pro-rated basis, according to the number of hours actually worked.
- F. A maximum of two hundred and forty hours (240) of annual leave may be carried forward to the next calendar year.
- G. Upon separation from employment, an employee shall be entitled to payment of accrued annual leave at their current hourly rate, as of the date of separation. In the event of the death of an employee, the employee's estate shall be entitled to payment of the accrued annual leave as of the last day worked.
- H. If during the term of this agreement, non-bargaining unit employee's accrual rates are increased, bargaining unit employee's accrual rates shall be increased proportionately.

Section 8. Administrative Leave

Any employee may be placed on administrative leave with pay when it is in the best interest of the County to do so. The County Manager or designee must authorize administrative leave.

Section 9. Civic Duty Leave

A. Voting

1. In accordance with the provision of Section 1-12-42 NMSA 1978, employees who are registered voters shall be granted up to two hours for the purpose of voting between the opening and closing times of the polls.
2. The Employer shall specify the hours during this period in which the employee may be absent.
3. If an employee is found to have abused this leave, the employee shall be subject to disciplinary action.

B. Jury Duty

1. When in accordance to a subpoena, an employee appears as a witness before a federal or state grand jury or court, or before a federal or state agency, the employee shall be entitled to leave with pay for the required period. Fees received as a witness, excluding reimbursement for travel and meal shall be remitted to the County of Santa Fe Finance Department. In cases where employees are testifying against the County as the plaintiff or such appearances are for personal reasons, employees use accrued annual, compensatory or personal holiday leave time.
2. A person shall be entitled to leave with pay for serving on a federal or state grand or petit jury. Fees received as a juror excluding reimbursement for travel, shall be remitted to the County of Santa Fe Finance Department.

3. An employee who is released from jury duty shall report to work upon release. Failure to adhere to this provision will be considered unauthorized absence and may result in disciplinary action.

Section 10. Leave for Inclement Weather

- A. The County may close offices and/or send non-essential employees home due to inclement weather and grant administrative leave with pay. Essential employees are employees charged with the responsibility for public health, safety and welfare and are required to report and remain at their posts during work hours.
- B. Essential employees who are not granted administrative leave, and are required to remain on-duty, shall be granted equivalent administrative leave. The employees shall be notified of their right to take equivalent administrative leave the first pay day following the day of inclement weather. The notice to the employees shall be from the Human Resources Office and attached to the employee's paycheck. The employee shall have two full pay periods from notification to take the leave. Leave not used will be forfeited.
- C. Employees shall be responsible for time taken in excess of administratively approved amounts and employees shall be charged with leave for all normal work hours missed.
- D. If an employee leaves work due to inclement weather with a supervisor's approval prior to administrative leave being granted by the County Manager, the employee will only be credited for the administrative leave granted by the County Manager.
- E. Leave requests for public school delay for those employees with school age children are the responsibility of the employees unless notified of official county government weather related delay. Employees are still responsible for notifying their supervisor and securing leave approval for official school delays.

Section 11. Leave Without Pay (LWOP)

- A. An Elected Official/Department Director or designee may approve LWOP for up to ten working days upon receipt of a written request from the employee. A request by an employee for LWOP in excess of ten working days must be approved by the Department Director/Elected Official, Human Resources Director, and the County Manager or designees.
- B. LWOP, when requested, may be granted only when the Elected Officials/Department Director can assure a position of like status, pay, and at the location upon the return of the person from LWOP.
- C. If the Elected Officials/Department Director cannot assure a position in the same location and the employee agrees in writing to waive that requirement, LWOP may be granted.
- D. LWOP may not exceed six (6) months during any twelve (12) month period in the case of a bargaining unit employee.
- E. Employees shall not accrue sick or annual leave while on LWOP.

F. Failure to report to work upon the expiration of approved LWOP shall be considered as a voluntary resignation on the part of the employee.

G. Benefits at Employee's Expense:

1. An employee does not accrue leave while on leave without pay. In order to receive the County's contributions to group health benefits, employees must meet the current threshold for paid status per pay period which is established by Santa Fe County. Employees on leave under the Family Medical Leave Act are an exception to this paid status requirement.
2. An employee on leave without pay wishing to continue receiving group health benefits may do so, at the employee's expense, by submitting the employee's and the County's share of the premium, as required, to the Human Resources office on each regular pay day.

Section 12. Personal Leave Day

- A. Bargaining unit employees shall be entitled each calendar year to receive one (1) personal leave day equivalent to a normal work shift. The leave may be used for any purpose. Employees may not divide the personal leave day.
- B. The personal leave day must be taken by the last full pay period each December, or it will be forfeited
- C. The employees will not be compensated for the personal leave day upon separation if not used.

Section 13. Military Leave

A. Paid Military Leave for Reserves or National Guard Activities

1. Paid military leave is granted for authorized reserve or National Guard activities for a maximum of fifteen (15) workdays per Federal Fiscal year (October-September). Military leave must be requested (20) twenty working days in advance when possible. The employee must furnish proof of duty order or other documentation prior to leave being granted unless the leave is for emergency purposes.
2. The Board may grant members of National Guard paid military leave for emergency/crisis situations in addition to that already given by law. Such additional leave shall not exceed (15) fifteen work days per federal fiscal year unless otherwise approved by the County Manager or designee.

B. Unpaid Military Leave

Employees voluntarily or involuntarily serving on active duty for more than (15) fifteen working days shall be placed on leave without pay. The employee taking military leave will not first be required to exhaust annual and sick leave.

C. Employees Returning from Unpaid Military Leave

1. Any employee who leaves a position held with the County, other than a temporary position, to enter the armed forces of the United States, National Guard or organized reserve, and

who serves on active duty to complete his/her remaining service in reserve component, and who is still qualified to perform the duties of the County position previously held, shall be re-employed in such a position or to a position of like seniority, status, and pay.

2. To be re-employed in such position, the employee must make application for re-employment within (90) ninety calendar days after being relieved from training or duty, or from hospitalization of a service-related injury continuing after discharge for a period of not more than (1) one year.
3. The returning employee will be deemed to have accrued seniority and length of service rights as though employment with the County had been continuous since the date of initial employment.
4. The returning employee shall have all annual and sick leave accrued at the time of departure for military service restored.

Section 14. Family Medical Leave (FMLA)

Employees shall be granted family medical leave pursuant to the Family and Medical Leave Act of 1993 (FMLA) and the Human Resources Handbook.

Section 15. Injury Leave

Injury Leave will be granted in accordance with the provisions of the New Mexico Workers' Compensation Act Section 52-1-1 NMSA 1978 et seq.

Section 16. Bereavement Leave

- A. Each bargaining unit employee shall be eligible to use up to three (3) days of bereavement leave in the event of the death of an immediate family member.
- B. For purposes of this section, an "immediate family member" is defined as a spouse, child, parent, sibling, grandparent, grandchild, step-parent, step-child, step-sibling, foster child, father-in-law, mother-in-law, son-and daughter-in-law, and brother and sister-in-law, domestic partner, domestic partner's child and domestic partner's parent, aunt and uncle and shall include persons living in the employee's household.
- C. Additional leave may be granted at the request of the employee in the event of a death in the employee's immediate family as defined in this article. This additional leave shall be charged to annual leave, personal leave, sick leave, or comp time or be taken as leave without pay.
- D. An additional two days of administrative bereavement leave may be granted by the County Manager if requested by the employee.

Section 17. Mentor Leave

The Employer shall allow bargaining unit employees up to one hour of administrative leave per week to participate in a recognized mentorship program as designated by the Human Resources Division.

ARTICLE 17. FILLING OF VACANCIES

Section 1. Posting of Vacancies

- A. Santa Fe County encourages the professional growth of its employees. Employees will not be discouraged from applying for any vacant position. Bargaining unit employees may accept a temporary position if they choose to do so with the understanding that the employee status will change from classified to temporary, non-Union.
- B. All vacant bargaining unit positions shall be posted simultaneously in-house and publicly for a minimum of five (5) calendar days by the Human Resources Division or its designee unless the County deems it beneficial to advertise internally only or delay filling the position. All vacant bargaining unit positions that are advertised shall be advertised on designated County bulletin boards and on the County website. A copy of the job announcement shall be provided to the designated Local 1782 Union official.
- C. The job announcement shall contain the classification of the position, the minimum qualifications for the position, the FLSA and Union status, the work location of the vacancy, a description of working conditions, a general description of the position, examples of work, the pay range of the position, the location where applications are to be filed, and the closing date for accepting job applications.

Section 2. Selection

- A. The Human Resources Division will compile a certified list of eligible candidates consisting of qualified applicants. The certified list of eligible candidates shall be valid for the specified classification for a period of ninety (90) days unless otherwise approved by the Human Resources Director. All qualified bargaining unit employees shall be interviewed.
- B. Selection of applicants to classified bargaining unit positions shall be made only from a list of eligible candidates. Pre-selection for a bargaining unit position is strictly prohibited.
- C. First consideration for all vacant bargaining unit positions will be given to applicants that are current County employees or former County employees who have been laid off within the previous six (6) months and who meet minimum qualifications; however this does not guarantee that bargaining unit employees or previous bargaining unit employees will be selected for the position.
- D. Within fourteen (14) calendar days of selection from a certified list of eligible candidates, departments shall notify the applicants not selected for the position.
- E. Final recommendations for hire shall be made by the Department Director/Elected Official, Human Resources Division Director, Finance Division Director, to the County Manager or designees for approval.

Section 3. Qualification for Promotion

Promotion is made on the basis of education, experience, training, skills, job performance, and dependability.

Section 4. Promotion

A promotion shall be defined as movement of an employee from his/her position to a position of a higher pay range within the bargaining unit. Promotions may result in a salary increase from five to twenty percent (5% - 20%), but in no event shall the increase be less than the minimum of the new range. However, a promotion shall not result in an hourly pay rate, which exceeds the top of the pay range for the job classification being promoted to.

Section 5. Classification Reduction

- A. Bargaining unit employees may voluntarily request a classification reduction to a classification with a lower salary range than their current classification.
- B. Employees must meet the minimum qualifications for the classification requested.
- C. Bargaining unit employees may voluntarily request a classification reduction without prejudice and may be granted upon approval of the Department Director/Elected Official, Human Resources Director, Finance Division Director, and County Manager. The bargaining unit employee may have their pay reduced.

Section 6. Transfer

- A. At the request of a Department Director/Elected Official and upon approval of the Human Resources Director, Finance Division Director, and County Manager, the Employer may transfer an employee from one position, division, and/or department to another position, division, and/or department within the County, provided the employee meets the minimum qualifications of the job classification. Transfers may not be made for arbitrary or capricious reasons and shall not result in a reduction of salary.
- B. Transfers will be effective at the beginning of a new pay period. Employees will retain all accrued annual, sick, personal leave, and compensatory leave upon a transfer.
- C. Lateral transfers from one pay range to a different bargaining unit position of the same pay range shall not result in a pay increase.
- D. Transfers of employees into currently vacant bargaining unit positions must be mutually agreed upon by the Union and the County.

ARTICLE 18. HEALTH AND SAFETY

Section 1. Health and Safety Measures

Safety is an integral part of the responsibilities of every manager, supervisor, and employee. Safety management exists to assist managers, supervisors and employees in the better performance of their

duties. All employees shall comply with such rules, regulations and practices as may be prescribed in the Santa Fe County Safety Management Manual, other County policies or procedures, and other applicable laws in order to provide safe, sanitary and healthy working conditions. The parties agree to work together to:

- A. Improve health and safety conditions and practices
- B. Improve the health, safety, and cleanliness of work sites and grounds
- C. Maintain County owned motor vehicles, tools, and equipment in safe working conditions
- D. Provide employees with adequate information on communicable diseases and infestations to which they may have routine exposure
- E. Provide a clean and safe area for employee meal and break periods.

Section 2. Personal Protective Equipment

The Employer shall provide to employees all necessary safety equipment to employees needed for the performance of their duties and as outlined below:

- A. Employees required by the Employer to wear safety footwear meeting ANSI or ASTM standards will be provided one pair of safety footwear not to exceed \$125.00 via a boot allowance paid directly to the vendor no later than November. The type and style of safety footwear meeting ANSI or ASTM standards shall be determined by the employee and approved by the supervisor and any cost over the allowance shall be borne by the employee.
- B. Employees who may be exposed to biological, chemical or pathogenic hazards shall be provided safety and protective equipment, i.e. protective gloves, protective boots, and/or other protective garments, as needed for the performance of their duties.
- C. Safety/protective helmets or other protective headgear, eye wear, raingear or insulated/un-insulated work gloves shall be provided as needed for the performance of their duties.
- D. Snow boots shall be issued every two years to bargaining unit employees that hold the title of Custodian, Custodian Lead, Maintenance Technician, Maintenance Technician Senior, and Maintenance Specialist.

Section 3. Safety Committee

- A. Santa Fe County recognizes the need to establish a policy, which promotes the health and safety of County personnel and the public, the conservation of County resources, and the reduction of injuries, property damage, and other losses due to accidents. With this goal in mind, Santa Fe County will seek input from the Safety Committee. The County agrees to maintain a Safety Committee to include at least one member of management and one bargaining unit employee from each department. The objective of this Safety Committee is to eliminate and/or control conditions within reasonable expectations, which can lead to accidents with injuries, property damage and other losses.
- B. In order for the loss control to be effective, Elected Officials, Division and Department Directors, all level of supervisory personnel and all other employees must take a serious

interest in the prevention of accidents involving injury to person or damage to resources as a result of unsafe acts, procedures or conditions. Full participation and cooperation in the loss control effort is expected and required of all bargaining unit employees.

- C. Failure by an employee to comply with the County Safety Policy(s) shall be considered a safety violation and the individual (s) may be subject to disciplinary action, up to and including termination.
- D. The Safety Committee shall be an advisory board that evaluates loss control and safety related concerns and makes recommendations that promote and maintain a healthy and safe working environment. The Safety Committee shall function pursuant to the Resolution adopted by the County Commission that established the Committee. (Incorporated herein by reference).

Section 4. Emergency Transportation

An employee who suffers an on-the-job injury or illness and requires immediate emergency care shall be transported to a treatment facility by an ambulance and certified emergency personnel only and at the Employer's expense.

Section 5. Critical Incident Stress Debriefing

The Employer shall provide employees appropriate and adequate Critical Incident Stress Debriefing (CISD). CISD is to be used for critical job-related incidents including, but not limited to, mass casualty, work peer suicide, serious work injury, and/or other work related death of a co-worker. Such CISD shall include when appropriate, initial debriefing, individual or group therapy/counseling, and/or follow-up. All debriefings and other CISD sessions shall be strictly confidential.

Section 6. Modified Work Assignments

- A. Taking into account budget, administrative restrictions, and work availability, the Employer shall make reasonable efforts to provide employees covered by this Agreement with opportunities for returning to work on a modified work assignment due to temporary medical restrictions while recovering from injury or illness.
- B. An employee requesting an early return to work in a modified duty assignment shall provide medical certification specifying physical limitations not to exceed six (6) months. The Human Resources Office may request additional medical certification certifying that the employee may perform the modified work assignment and such other medical documentation as deemed necessary to evaluate the employee's request. All medical information provided under this section shall be maintained by the Human Resources Office in accordance with the Health Insurance Portability & Accountability Act of 1996, and all requests by the Human Resources Office for additional information shall be made in accordance with the Health Insurance Portability & Accountability Act of 1996. The Human Resources Office shall only disclose to the department/designee, the restrictions set forth for the employee by his/her physician for the purposes of evaluating the employee's ability to perform these functions of his/her job in a modified duty assignment.
- C. An employee who returns to work on modified work assignment shall be paid no less than the employee's last hourly rate of pay. In implementing this provision, the Employer will give preference for modified work assignments to workers injured on the job.

- D. Any modified work assignment will comply with applicable federal, state and local laws and regulations including, but not limited to the Americans with Disabilities Act, the Family Medical Leave Act, and the State of New Mexico Workers' Compensation Act.

ARTICLE 19. WASH UP TIME

The County will provide no more than fifteen (15) minutes prior to the end of their work shift as necessary.

ARTICLE 20. UNIFORMS, FOOTWEAR, AND TOOL ALLOWANCE

Section 1. Uniforms

- A. Uniforms shall be provided to all bargaining unit employees as determined by the following chart:

| Position Title | taxable collared shirt | taxable work shirt | Clothing Allowance | Safety Boots |
|-------------------------------|-----------------------------|--------------------|----------------------|-----------------------|
| ACTIVITY PROGRAM COORDINATOR | 2 annually | 0 | 0 | 0 |
| ADOPT-A-ROAD COORDINATOR | 0 | 5 annually | \$300 annually | 1 pair annually |
| APPRAISER | 2 annually | 0 | \$200 every odd year | 1 pair every odd year |
| APPRAISER SENIOR | 2 annually | 0 | \$200 every odd year | 1 pair every odd year |
| ASSESSMENT SPECIALIST II | 1 annually | 0 | 0 | 0 |
| AUTO DRAFTING TECHNICIAN | 1 annually | 0 | 0 | 0 |
| AUTO PARTS TECHNICIAN | 0 | 5 annually | \$300 annually | 2 pair annually |
| CODE ENFORCEMENT INSPECTOR | as assigned by the director | 0 | \$100 annually | 1 pair annually |
| CODE ENFORCEMENT INSPECTOR SR | as assigned by the director | 0 | \$100 annually | 1 pair annually |
| COLLECTION CENTER CARETAKER | 0 | 5 annually | \$350 annually | 2 pairs annually |
| COOK | 0 | 0 | 0 | 1 pair annually |
| COOK'S ASSISTANT | 0 | 0 | 0 | 1 pair annually |
| CUSTODIAN | 0 | 5 annually | \$300 annually | 1 pair annually |
| CUSTODIAN LEAD | 0 | 5 annually | \$300 annually | 1 pair annually |
| DELINQUENT TAX SPECIALIST | 3 annually | 0 | 0 | 0 |
| DELINQUENT TAX SYSTEM SPEC | 3 annually | 0 | 0 | 0 |

| Position Title | taxable collared shirt | taxable shirt (no collar) | Clothing Allowance | Safety Boots |
|--------------------------------|------------------------|---------------------------|----------------------|-----------------------|
| DRIVER/COOK'S ASSISTANT | 5 annually | 0 | \$100 annually | 1 pair annually |
| ELECTION ADMIN SPECIALIST | 2 annually | 0 | 0 | 1 pair every odd year |
| ELECTION ADMIN SPECIALIST SR | 2 annually | 0 | 0 | 1 pair every odd year |
| ELECTRICIAN | 0 | 5 annually | \$300 annually | 1 pair annually |
| EMERGENCY VEHICLE TECHNICIAN | 0 | 5 annually | \$300 annually | 1 pair annually |
| EQUIPMENT OPERATOR | 0 | 5 annually | \$350 annually | 2 pairs annually |
| FLEET SPECIALIST | 0 | 5 annually | \$300 annually | 1 pair annually |
| G.I.S. TECHNICIAN | 0 | 0 | \$100 every year | 1 pair annually |
| G.P.S. TECHNICIAN | 0 | 5 annually | \$300 annually | 1 pair annually |
| GIS SPECIALIST | 1 annually | 0 | 0 | 0 |
| GRAFFITI PREVENT&REMOVAL SPEC | 0 | 5 annually | \$300 annually | 1 pair annually |
| HEAVY EQUIPMENT MECHANIC SR. | 0 | 5 annually | \$350 annually | 2 pair annually |
| HEAVY EQUIPMENT OPERATOR | 0 | 5 annually | \$350 annually | 2 pairs annually |
| HEAVY EQUIPMENT OPERATOR LEAD | 0 | 5 annually | \$350 annually | 2 pairs annually |
| HOUSING INSPECTOR | 0 | 5 annually | \$300 annually | 1 pair annually |
| HVAC TECHNICIAN LEAD | 0 | 5 annually | \$300 annually | 1 pair annually |
| HYDROGEOLOGIST | 0 | 0 | \$100 every odd year | 1 pair every odd year |
| MAINTENANCE FOREMAN | 0 | 5 annually | \$300 annually | 1 pair annually |
| MAINTENANCE TECHNICIAN | 0 | 5 annually | \$300 annually | 1 pair annually |
| MAINTENANCE TECHNICIAN LEAD | 0 | 5 annually | \$300 annually | 1 pair annually |
| MAINTENANCE TECHNICIAN SENIOR | 0 | 5 annually | \$300 annually | 1 pair annually |
| MANUFACTURED HOUSING AUDITOR | 1 annually | 0 | 0 | 0 |
| NUTRITION INVENTORY SPECIALIST | 0 | 0 | 0 | 1 pair annually |
| PROJECT MANAGER | 0 | 0 | \$100 every odd year | 1 pair every odd year |
| PROJECT MANAGER I | 0 | 0 | \$100 every odd year | 1 pair every odd year |
| PROJECT MANAGER II | 0 | 0 | \$100 every odd year | 1 pair every odd year |

| Position Title | taxable collared shirt | taxable shirt (no collar) | Clothing Allowance | Safety Boots |
|--------------------------------|-----------------------------|---------------------------|--------------------|-----------------------|
| QUALITY CONTROL ASSESS SPECIAL | 1 annually | 0 | 0 | 0 |
| RECORDING CLERK | 1 annually | 0 | 0 | 0 |
| RECORDING CLERK SENIOR | 1 annually | 0 | 0 | 0 |
| ROAD MAINTENANCE FOREMAN | 0 | 5 annually | \$350 annually | 2 pairs annually |
| SIGN TECHNICIAN SENIOR | 0 | 5 annually | \$350 annually | 2 pairs annually |
| SOILS LAB TECHNICIAN | 0 | 5 annually | \$300 annually | 1 pair annually |
| SOLID WASTE COMPLIANCE OFFICER | as assigned by the director | 0 | \$100 annually | 1 pair annually |
| SOLID WASTE MAINTENANCE WORKER | 0 | 5 annually | \$350 annually | 2 pairs annually |
| SPECIAL PROJECTS ADMINISTRATOR | 1 annually | 0 | 0 | 0 |
| TAX ASSESSMENT SPECIALIST | 3 annually | 0 | 0 | 0 |
| TRAFFIC ENGINEER TECHNICIAN | 0 | 5 annually | \$350 annually | 2 pairs annually |
| TRAFFIC MOBILITY TECHNICIAN | 0 | 5 annually | \$350 annually | 2 pairs annually |
| TRUCK DRIVER II | 0 | 5 annually | \$350 annually | 2 pairs annually |
| UTILITIES MAINTENANCE WORKER | 0 | 5 annually | \$350 annually | 2 pairs annually |
| UTILITY SYSTEMS OPERATOR I | 0 | 5 annually | \$350 annually | 2 pairs annually |
| UTILITY SYSTEMS OPERATOR II | 0 | 5 annually | \$350 annually | 2 pairs annually |
| VEHICLE MECHANIC LEAD | 0 | 5 annually | \$350 annually | 2 pairs annually |
| VOTING SYSTEMS ADMINISTRATOR | 2 annually | 0 | 0 | 1 pair every odd year |
| WORKZONE COORDINATOR | 0 | 5 annually | \$350 annually | 2 annually |

B. Bargaining identified on the chart as eligible to receive a clothing allowance will receive the allowance no later than August 31.

C. Bargaining unit employees will be required to wear the uniform while on duty as a condition of employment and will not be allowed to wear any clothing that bears a County logo to include hats with a County logo while off duty. Alternate uniform requirements may exist at work sites with various work conditions. Some employees may only be required to wear uniform shirts on days designated by the supervisor.

D. It is the responsibility of the employees to maintain and clean their uniforms to present a professional image to the public.

- E. Uniforms that bear a County logo or that are adaptable for street wear will be taxable as per IRS regulations.

Section 3. Tool Allowance

For those employees required to provide their own tools, the employer shall provide a tool allowance for reimbursement or replacement of tools that are inoperable as a result of normal job related duties not to exceed \$400 per employee per year. The allowance can be used for the purchase of new tools to keep up with changes in the automotive or equipment industry.

ARTICLE 21. SPECIAL LICENSE AND CERTIFICATION

- A. Employees who acquire certification/licensure, which enable the employee to perform additional job duties and/or duties in another classification, are an asset to the County. The LMC will address these types of situations on a case-by-case basis and make recommendations to the Human Resources Director for a final decision.
- B. The parties recognize that there are certain licenses and/or certifications required in order to be qualified to perform the duties of some classifications in the bargaining unit. It shall be the responsibility of each employee to be qualified for his/her position at all times.
- C. Employees who fail to maintain the required licenses and/or certifications for their position may be removed from their position.
- D. The employer shall reimburse employees the fees for renewal of certifications and licensures required to perform their job as identified in the job classification specification. Should the renewal require travel, the employer will pay associated per diem and mileage. However, the employee shall be responsible for ensuring that he/she meets all requirements of certifications, including pertinent application and training credits.

ARTICLE 22. PRINTING AGREEMENT AND DISTRIBUTION

- A. Each party to this Agreement shall print sufficient copies for its own use.
- B. The Union shall ensure all bargaining unit employees receive a copy of this agreement upon its initial distribution.

ARTICLE 23. DRUG AND ALCOHOL TESTING

Commitment

Santa Fe County is committed to the goal of drug-free work place in compliance with the Drug-Free Work Place Act of 1988.

- A. Illegal Use of Drugs and/or Alcohol
 - 1. The use of controlled substances, drugs or alcohol, prescribed and non-prescribed, is a concern to Santa Fe County when it interferes with job performance, conduct, attendance, safety, or when it is in violation of the law.

2. The unlawful manufacture, distribution, possession or use of a controlled substance by an employee while on County premises or while on County business is strictly prohibited.
3. Conducting County business, which includes driving vehicles or operating County equipment, while under the influence of alcohol or other drugs is also strictly prohibited.
4. Engaging in any of these prohibited activities may result in disciplinary action up to and including termination.

B. Reasonable Suspicion

Any Santa Fe County Employee shall be tested for alcohol and/or drugs if the County has reasonable grounds to suspect that the employee is engaging in the use of drugs or alcohol on the job or is reporting to work under the influence of drugs or alcohol. Reasonable suspicion includes but is not limited to the following:

1. Any job accidents involving loss of life, limb, or extensive damage to property where the employee is a contributing factor to the accident.
2. Evidence of alcohol, drugs, or paraphernalia, discovered at the employee's work place or County vehicle.
3. The employer shall administer drug/alcohol testing per federal guidelines when there is a reasonable suspicion that an employee is in possession of, consuming, or under the influence of drugs and/or alcohol. Failure of an employee to cooperate in such testing shall result in the employee's termination.

C. Random Alcohol and Drug Testing (CDL Employees ONLY)

In compliance with federal mandated Department of Transportation (DOT) through the Federal Highway Administration (FHWA) with the implementation of the Controlled Substance and Alcohol Use and Testing Rule and the Federal Transit Administration (FTA) with the implementation of the Prevention of Alcohol Misuse in the Transit Operations Rules, employers of the drivers who are required to obtain commercial driver's license (CDL), (federally mandated employees) are required to adopt federally mandated Rule 49 CFR Part 40. Random alcohol and/or substance abuse testing is required for Santa Fe County federally mandated employees effective January 1, 1996. Random alcohol and/or substance abuse testing is characterized by randomly selecting federally mandated employees for drug and alcohol testing on an unannounced basis. Random alcohol or substance abuse testing will be conducted in compliance with federal DOT rules. Random alcohol testing shall be administered at a minimum annual rate of 25 percent of the average number of federally mandated employees. Random controlled substances testing shall be administered, at a minimum annual rate of 50 percent of the average number of federally mandated employees. Santa Fe County shall ensure testing site facilities and procedures to be in compliance with federal DOT rules through the approved contractor providing such services.

All applicants or present employees being considered for a job that requires a CDL must be controlled substance tested using a split sample method. Before the first time the driver performs a safety sensitive function, a confirmed negative result is required.

D. Random Alcohol and Drug Testing (Safety Sensitive Positions)

In accordance with the Santa Fe County drug testing process used for testing CDL employees, all employees in safety sensitive positions, as identified by the County Manager shall be randomly tested. An employee who tests positive for drugs or alcohol shall be afforded the administrative process prescribed in Article 23 G.

E. Voluntary Self-Identification by Employees

An employee who self-identifies or requests referral to a drug or alcohol rehabilitation program prior to being randomly selected for drug or alcohol testing shall be referred to such program without reprisal or disciplinary action, provided that self-identification is not made to avoid disciplinary action. An employee shall be afforded the administrative process prescribed in Article 23 G. Employees shall be randomly tested during the rehabilitation period. A positive test result may be grounds for dismissal.

F. Refusal to Submit to Alcohol or Drug Testing

Any employee who refuses or fails, without good cause, to cooperate in the drug or alcohol testing procedure shall be subject to disciplinary action, up to and including dismissal.

G. Positive Results of Alcohol and Drug Testing

1. The guidelines established by the National Institute of Drug Abuse will be used to determine whether an employee tests positive.
2. If an employee tests positive for drugs or alcohol, the employee will be placed on administrative leave with pay (up to ten (10) working days), pending disciplinary action and/or rehabilitation alternatives.
3. If the employee is required to successfully complete an approved drug rehabilitation program as part of the disciplinary action, the employee shall be responsible for paying the cost of the rehabilitation program personally or through insurance coverage for such treatment. Employees shall be randomly tested during the rehabilitation period. A positive test result may be grounds for dismissal.
4. Accrued annual, compensatory and sick leave may be used to attend any rehabilitation program scheduled during normal working hours. If leave is exhausted, the employee shall be placed on leave without pay.
5. Prior to the employee's return to work, the employee shall be required to submit to an alcohol/drug test. If the employee tests positive, the employee shall be subject to disciplinary action, up to and including immediate dismissal.
6. Upon the employee's return to work after completion of the rehabilitation program, the employee shall be required (by work contract) to submit to unannounced, unscheduled tests for drugs/alcohol for a period of twelve (12) months.

7. If the employee tests positive during this twelve (12) month period, the employee shall be subject to disciplinary action, up to and including immediate dismissal.
8. If the employee successfully completes this twelve (12) month testing period, all records of the previous test and related case documentation shall be destroyed after three (3) years of completion of the twelve (12) month contractual testing period.
9. The employee shall be responsible for any costs incurred for random drug alcohol screening as a result of a work contract after a positive drug/alcohol result.

H. Confidentiality

No laboratory reports or test results shall appear in the employment human resource file unless they are a part of a disciplinary action, but shall be placed in a confidential file. It is recognized that the Employer/Union may initiate additional drug/alcohol testing policies and procedures in order to ensure a drug/alcohol free work environment per LMC.

ARTICLE 24. OVERTIME, COMPENSATORY TIME AND INCENTIVE PAY

Section 1. Overtime

Bargaining unit employees covered by the Fair Labor Standards Act (FLSA) shall at the discretion of the employee receive cash overtime pay or compensatory time for time actually worked in excess of forty (40) hours in a work week at the rate of one and one half times the employee's regular rate of pay if budget permits as identified by management. If there is not sufficient budget, employees covered by the Fair Labor Standards Act shall be paid in accordance with section three of this article. All overtime work requires the supervisor's prior authorization. Paid holidays shall be considered as time worked for the purposes of computing overtime compensation. Refusal to work overtime shall constitute just cause for disciplinary action. Leave is not time worked and shall not be counted as time worked for the purpose of computing overtime. Approved time away from work to take job related classes and/or training required for satisfactory job performance shall be counted as time worked for overtime purposes.

Section 2. Overtime Scheduling

- A. Management will assign overtime to employees as necessary to ensure the delivery of quality services to the public. The distribution of overtime assignments shall be made as equitably as possible. A minimum notice of three (3) calendar days will be provided when overtime is prescheduled. Except in the cases of emergencies or unforeseen circumstances, supervisors shall provide employees with as much notice as possible regarding required overtime work.
- B. Each Department/Division/Crew shall maintain and post a seniority list in descending order where the most senior employee is listed first.
- C. Employees shall be offered overtime work on a rotational basis from the seniority list of their specific classification within their crew. The first employee on the list will be offered overtime first. When an employee works the requested overtime, he/she shall be rotated to the bottom of the list. If an employee declines the overtime, the subsequent employee on the list shall be offered the overtime, etc., until all employees on the list have been offered the opportunity to

work overtime. If all employees decline overtime work then the employer shall assign overtime on a rotational basis in inverse order of the seniority list.

Section 3. Compensatory Time

Compensatory time is defined as time off in lieu of overtime pay. Compensatory time is accrued at the rate 1 ½ times the hours worked in excess of 40 hours in a work week for FLSA covered employees. Employees may not accrue more than sixty (60) hours of compensatory time. If employees are required to work and have a compensatory accrual balance of sixty (60) hours, they shall be compensated in accordance with the FLSA. The employer shall not adjust an employee's work day or work week on a temporary basis (i.e. for a period of less than two weeks) to avoid the payment of overtime or accrual of comp time by non-exempt employees. Employees shall be required to use compensatory time off in lieu of annual so long as they have any accrued compensatory leave, unless the employee has exceeded his/her maximum accruable annual leave.

Section 4. County Assessor employees

County Assessor employees who are eligible under state statutes will receive pay increases in accordance with the provisions of Sections 4-39-2, 4-39-3 and 4-39-5 NMSA, 1978 (or as may be amended).

ARTICLE 25. CALL-IN GUARANTEE

- A. An employee called back to work in addition to his/her regular work week will receive two (2) hours straight time pay or actual hours worked at an overtime rate, whichever is greater. Employees released from call in and recalled during the guaranteed straight time shall not receive additional straight time compensation.
- B. Call in time shall commence at the time the employee is contacted and shall include a reasonable amount of time for travel to work.
- C. Employees may receive compensatory leave in lieu of payment for call in, at their discretion. Compensatory leave must be scheduled with supervisory approval.
- D. This benefit shall not apply if the employee's call in immediately precedes or immediately follows his/her regular work assignment.

ARTICLE 26. ON-CALL TIME

- A. On-call time is defined as time that an employee is required by their Department Director/Elected Official, or designee to be ready to report for duty or to respond to a work related call during their time off for a minimum of twenty-four (24) consecutive hours. An employee who is on-call is not required to remain at any particular location, and is free to engage in his or her own chosen activities so long as the below criteria is met. Employees shall be considered to be on-call only when designated in writing and in advance by the employee's Department Director, Elected Official or designee.

1. The employee on-call shall ensure the pager, cell phone or other means of communication between the County and the employee is working properly.
 2. Must call back within ten (10) minutes of receiving a call, and report to work in thirty (30) minutes if needed.
 3. Employees will be considered engaged by the County from the time the employee is in route to the handle call until the work is complete. This time is considered actual worked time.
 4. Arrive in "fit" condition.
 5. On-call employees that do not respond to a call, or are otherwise unable to respond to a call in a timely fashion shall forfeit all on-call pay for that 24-hour period and will be subject to disciplinary action.
 6. On-call pay cannot be paid when an employee is on any type of leave.
 7. Each job classification that is FLSA exempt will not be eligible to receive on-call pay unless otherwise approved in advance by the Department Director or Elected Official and the Human Resources Director.
- B. In addition to other applicable provisions of this agreement, the Employer shall compensate all bargaining unit employees placed on on-call as follows:
1. One (1) hour of compensatory time or paid time as mutually agreed to between the supervisor and employee and contingent upon budget availability for each 24-hour on call duty during the normal workday.
 2. Two (2) hours of compensatory time or paid time as mutually agreed to between the supervisor and employee and contingent upon budget availability for each twenty-four (24) hours on-call duty during weekends.
 3. Two (2) hours of compensatory time or paid time as mutually agreed to between the supervisor and employee and contingent upon budget availability for each twenty-four (24) hours on-call duty during approved County holidays.
 4. The employee shall be compensated in accordance with FLSA for an actual call.

ARTICLE 27. COUNTY VEHICLES, PER DIEM AND MILEAGE

- A. The County shall make a good faith effort to provide a vehicle for all mandatory work related Employee transportation or travel purposes, including from worksite to worksite, from worksite to County required meetings, trainings, or events, from worksite to healthcare appointments scheduled during normal working hours that are necessary due to work related or on-the-job injuries, or from worksite to any other job related activity.
1. In the event a County vehicle is unavailable, the employee may but shall not be required to use their personal vehicle only if the employee has met all County requirements for driving

during working hours. Employees must have prior written approval to use their personal vehicle for County business to be reimbursed mileage.

2. If there is not a county vehicle, the employee does not have a personal vehicle, or there are problems with their personal vehicle, efforts will be made to secure alternate transportation.
 3. Employees who are approved to use their personal vehicles for such work related transportation or travel by the county shall be eligible to receive mileage reimbursement in accordance with established County Policy and the State of New Mexico Mileage and Per Diem Act.
- B. Employees required to work or travel out of town shall receive the appropriate per diem, mileage, and/or actual expenses as provided by State Law.
- C. When requested in writing by the employee at least five (5) calendar days in advance, 80% of per-diem shall be advanced prior to the employee's travel date. All other per-diem reimbursements must be paid to the employee within two weeks of the written request for reimbursement.

ARTICLE 28. CLASSIFICATION AND PAY PLAN

Section 1. Purpose

- A. The Human Resources Classification and Compensation Pay Plan is intended to be employee-based as well as provide for equitable employee compensation and career growth. The plan shall also establish competitive salaries to allow the County to recruit and retain qualified employees. The expressed objectives for the Classification and Pay Plan for the County of Santa Fe are:
1. To assign appropriate range assignments based internal equity;
 2. To establish entry pay rates that respond to the need to be competitive; and
 3. To establish the minimum and maximum compensation values for each job
- B. The Classification and Pay Plan shall define pay ranges that allow consistent salary growth for each job classification. The pay ranges are hereby incorporated as set forth in full in the Santa Fe Classification and Compensation Plan.

Section 2. Wages

- A. Effective the first full pay period of January 2017 or the first full pay period after approval by the Board of County Commission, whichever is later, bargaining unit employees shall receive a 1% cost of living adjustment.

Section 3. Salary Survey

- A. In order to verify the adequacy of the County pay levels with respect to general employment and economic conditions, the Employer shall participate in, not less than once every two years, a salary survey among comparable regional governmental entities per comparable data obtained

in this survey shall include salary ranges (minimum and maximum pay rates) for all bargaining unit classifications within the Classification and Pay Plan.

- B. The employer shall forward a copy of the salary survey to the Union and at the Union's request the parties shall meet to discuss the results of the survey.

Section 4. Right to Job Description

The employer shall provide a written job description to the employee immediately upon hire and upon an employee's request. The Human Resources Department shall provide the Union with a copy of each job description and update when necessary.

Section 5. Temporary Upgrades

- A. Employees shall not be required to perform duties of higher classification as a regular assignment. However, when a bargaining unit employee is assigned to temporarily work in a higher classification, the Employer shall select a bargaining unit employee based on current performance and class seniority.
- B. The Employer shall compensate bargaining unit employees temporarily assigned to work at a higher classification for periods of five (5) consecutive work days or longer an increase of 10% of their wage. Employees who are re-classified to a higher classification shall follow FLSA standards for that classification. The Employer shall not alternate duties between employees to avoid paying salary upgrades.
- C. In cases where the immediate supervisor can plan in advance and assign an employee to work out of class prior to it taking effect, the immediate supervisor shall notify the Department Director/Elected official immediately. The Department Director/Elected Official shall notify the Human Resources Department in writing no less than five working days prior to the effective date of reassignment so that all necessary actions may be processed. Such increases shall commence effective the first workday of a new pay period from the date it was approved by the Director/Elected Official. In cases of emergency, the immediate Department Director/Elected Official shall notify the Human Resources Department the first opportunity possible.

Section 6. Reclassification

- A. Any employee covered by this agreement who believes that his or her actual job position is not assigned to the classification that best represents the duties assigned by the employer, may initiate a request to their immediate supervisor for a position classification review through procedures established by the Human Resources Department. Such procedures may include a desk audit of the employee's job by the Human Resources Department.
- B. If the employee's position is subsequently assigned to a different job classification and the employee meets the minimum qualifications for that position, the employee shall be paid the appropriate salary for the new job classification effective the first workday of a new pay period from the date it was approved by the Director/Elected Official if sufficient budget is available.
- C. Under no circumstance shall a reclassification request result in a downgrade for an employee's pay.

- D. For the purpose of maintaining equity within the Classification and Pay Plan, a reclassification may result in a salary increase from 0 to 20% or the minimum of the new grade, whichever is greater. The percentage of salary increase shall be consistent with the other bargaining unit employees within the new classification, unless the employee is currently earning more than existing bargaining unit employees in the same position classification.
- E. All actions related to a request for a classification review must be completed by the Employer in a period not to exceed 60 calendar days from the date the Position Classification Questionnaire is submitted to the Human Resources Department. The employee requesting the classification review shall be notified in writing by the Human Resources Department after completion of the review to inform the employee of its status-approval or disapproval, and an explanation of the decision.

Section 7. Equity Adjustments

Equity issues shall be addressed on a case-by-case basis by the Human Resources Department and the Union.

Section 8. Merit Increases

- A. A merit increase is defined as a salary increase to an employee's base rate. Merit increases are given in recognition of sustained superior performance related to assigned duties and the current classification during the rating period.
- B. Merit increases shall be recommended by the Department Director or Elected Official. The recommendation will then be submitted to Human Resources. Human Resources will then evaluate the recommendation to ensure the following criteria are met:
 - 1. Merit increases shall not be granted more frequently than annually.
 - 2. The maximum percentage for a merit increase is 7%.
 - 3. To qualify for a merit increase an employee must have had an evaluation within the last six months, and the employee shall have at least two "exceed expectations" on the current evaluation.
 - 4. An employee will not qualify for a merit increase if there are any "needs improvement" ratings on the current evaluation.
 - 5. Employees are not eligible for merit increases for at least six months after receiving a "needs improvement" on an evaluation.
 - 6. An eligible performance evaluation does not guarantee a merit increase.
 - 7. To qualify for a merit increase, an employee cannot have any type of formal discipline taken against them within the twelve (12) months prior to the merit increase.
- C. If the Human Resources Director approves the recommendation, it will be submitted to the Finance Director by Human Resources. The Finance Director has sole discretion to determine whether there is a sufficient budget to support the merit increase. If the Finance Director

approves the recommendation, it will be submitted to the County Manager who has the discretion to approve or deny the recommendation.

- D. When a merit increase is approved for an employee that will take the employee above their designated salary range, the Human Resources Division will do an audit to assure the qualifications and duties are appropriate for the pay range, and that the employee is in the correct classification. If these criteria are found to be accurate, the following will apply:
1. In accordance with the Human Resources Classification and Compensation Plan, the merit increase shall not take an employee above their salary range.
 2. If the proposed merit increase results in a salary above the range, the employee will receive a salary increase up to the maximum of the range and the remainder will be paid as a lump sum.
 3. Employees who are compensated at the maximum of their range may receive a lump sum payment in lieu of a merit increase.

ARTICLE 29. SHIFT DIFFERENTIAL

- A. Employees who are assigned to work a shift outside of the normal day shift for a period of at least 1 full pay period shall be compensated shift differential as stated below, regardless of worksite's hours of operations.
- B. A normal day shift is defined as a shift, which begins between 6 a.m. to 8 a.m. A day shift is not eligible for shift differential.
- C. Employees who do not work a normal day shift shall receive an additional 8% of their hourly rate for each hour of work performed after 5 p.m.
- D. Bargaining unit employees who have requested a temporary modified work schedule outside of their regular work day are ineligible for shift differential compensation.
- E. The employer shall not change the employee's work schedule to avoid paying shift differential.
- F. Animal Control Officers will comply with the most current Sheriff's Office Standard Operating Procedures.

ARTICLE 30. HOLIDAYS

- A. Holidays shall be observed on the days indicated on the Employee Calendar.
- B. Employees who are required to work on an observed holiday shall be compensated at the rate of 2 ½ times their hourly rate including any pay differential for their regular scheduled shift.
- C. Employees whose day off falls on the observed holiday shall be given compensatory time to be taken at a later date. Hours to be taken at a later date will be equivalent to the hours in which the employee would have worked on the day in which the holiday is observed.

D. Holidays that occur during an employee's sick leave will not be charged to sick leave, and will be recorded and paid as a holiday.

ARTICLE 31. BENEFITS

A. The County shall offer to the covered bargaining unit members and their eligible dependents medical, life, dental, and optical insurance in accordance with the following contributions to the cost of the insurance, as defined in NMSA 1978, Section 10-7-4.2(B):

| | County's Contribution | Union Employee's Contribution |
|--|------------------------------|--------------------------------------|
| Union Employees who earn \$30,000 annually or less | 80% | 20% |
| Union Employees who earn \$30,001 to \$50,000 annually | 75% | 25% |
| Union Employees who earn more than \$50,000 annually | 63% | 37% |

B. Percentages may be revised to comply with state law. All medical, life, dental, and optical benefits shall be maintained for the life of this Agreement. Bargaining unit employees will pay 100% of disability insurance offered by the County.

ARTICLE 32. COMPLETE AGREEMENT

Section 1. General

This Agreement is the complete and only agreement between the parties. Each party has negotiated on all issues identified for negotiations and such negotiations have led to this Agreement. There shall be no additional negotiations on any item, whether contained herein or not and whether contemplated by either party at the time of negotiations or not, except by written mutual agreement of the parties. This Agreement replaces any and all previous Agreements between the parties.

Section 2. Memorandum of Understanding

The matters within this Agreement may be interpreted during the term of the Agreement by mutual written agreement in the form of a Memorandum of Understanding approved by the Union, appropriate Elected Official, County Management, the County Manager, and the Board of County Commissioners.

ARTICLE 33. SEVERABILITY

If any portion of this Agreement is determined by a final order of an administrative agency or a court of competent jurisdiction to be contrary to law, the affected provision shall be rendered null and void. All other provisions not affected by the illegal provision shall remain in full force and effect. Should this occur, the parties agree to meet within thirty (30) working days to negotiate a suitable provision to replace the provision held invalid.

ARTICLE 34. TERM OF AGREEMENT

- A. This Agreement will become effective upon ratification by the Union Membership and the Board of County Commissioners and signature by both parties. This Agreement will remain in full force and effect until December 31, 2022.
- B. Each party reserves the right to re-open one (1) financial article no earlier than May 1, 2017 and two (2) non-economic items, the first one no earlier than January 1, 2019 and the second one no earlier than January 1, 2021.
- C. Either party may request the negotiation of a successor agreement by filing a written request with the other party no earlier than six (6) months of its scheduled expiration. If no successor agreement has been ratified and executed by the parties by the term end of this agreement, this agreement shall continue in full force and effect until a successor agreement has been ratified and executed by both parties.

All items in this financial package are contingent upon sufficient budget appropriation.

Exhibit A
Collective Bargaining Agreement between Santa Fe County and the American Federation of State, County and
Municipal Employees Council 18, Local 1782, AFL-CIO

Accountant*
Accountant Senior*
Accounting Technician
Accounting Technician Senior
Activity Program Coordinator
Administrative Assistant (only those positions not identified as confidential)
Adopt-A-Road Coordinator
Affordable Housing Specialist
Animal Control Officer
Appraiser
Appraiser Senior
Assessment Specialist
Assessment Specialist II
Auto Drafting Technician
Auto Part Technician
Automobile Body Repairer
Clerical Assistant
Clerical Specialist (only those positions not identified as confidential)
Code Enforcement Inspector
Code Enforcement Inspector Senior
Collection Center Caretaker
Community Planner
Cook
Cook's Assistant
Custodian
Custodian Lead
Database Administrator
Delinquent Tax Specialist
Delinquent Tax System Specialist
Detention Records Clerk
Development Review Specialist
Development Review Specialist Senior
Development Review Team Leader
Driver Cook Assistant
DWI Compliance Monitor
DWI Prevention Specialist*
Election Administrative Specialist
Election Administrative Specialist Senior

Exhibit A

Collective Bargaining Agreement between Santa Fe County and the American Federation of State, County and Municipal Employees Council 18, Local 1782, AFL-CIO

Electrician
Emergency Vehicle Technician
Equipment Operator
Equipment Service Worker
Fleet Specialist
G.I.S. Analyst
G.I.S. Specialist
G.I.S. Technician
G.P.S. Technician
Graffiti Prevention and Removal Specialist
Health Care Advocate
Heavy Equipment Mechanic
Heavy Equipment Mechanic Senior
Heavy Equipment Operator
Heavy Equipment Operator Lead
Housing and Self-Sufficiency Specialist
Housing Inspector
Housing Specialist
HVAC Technician Lead
Hydro Geologist
Indigent Claims Investigator
IT Desktop Support Specialist
IT Desktop Support Specialist Senior*
Maintenance Foreman
Maintenance Technician Lead
Maintenance Technician
Maintenance Technician Senior
Manufactured Housing Auditor
Medical Billing Clerk
Medical Records Technician
Mobile Health Van Driver/Assistant
Nutrition Inventory Specialist
Procurement Specialist*
Procurement Specialist Senior*
Production Controller
Project Manager I
Project Manager II
Property Control Technician

Exhibit A

Collective Bargaining Agreement between Santa Fe County and the American Federation of State, County and Municipal Employees Council 18, Local 1782, AFL-CIO

Quality Control Assessment Specialist
Recording Clerk
Recording Clerk Senior
Road Maintenance Foreman*
Secretary (only those positions not identified as confidential)
Secretary Senior (only those positions not identified as confidential)
Senior Planner
Sheriff Records Clerk
Sheriff Records Clerk Lead
Sign Technician
Sign Technician Senior
Soils Lab Technician
Solid Waste Compliance Officer
Solid Waste Maintenance Worker
Solid Waste Transportation Foreman
Special Projects Administrator*
Tax Assessment Specialist
Tax Cashier I
Tax Cashier II
Tax Clerk
Transfer Station Maintenance Foreman
Traffic Engineer Technician
Traffic Mobility Technician
Truck Driver I
Truck Driver II
Utilities Engineering Associate
Utilities Maintenance Worker
Utilities Systems Operator I
Utilities Systems Operator II
Vehicle Mechanic
Vehicle Mechanic Lead
Volunteer Coordinator
Voter Information Specialist
Voter Registration Clerk
Voting System Administrator
Work Zone Coordinator

**indicates AFSCME bargaining unit position with 1 or more incumbents who signed declination forms; upon incumbent(s) vacating the position, the new hire will be AFSCME eligible).*

THIS SPACE INTENTIONALLY LEFT BLANK


IN WITNESS WHEREOF, the parties have executed this Agreement this 13th day of December, 2016.

SANTA FE COUNTY

Miguel Chavez, Chairperson
Santa Fe Board of County Commissioners

**AFSCME COUNCIL 18, AFL-CIO
SANTA FE COUNTY, NEW MEXICO**

**AFSCME LOCAL 1782, AFL-CIO,
SANTA FE COUNTY, NEW MEXICO**



Sam Chavez, Staff Representative

Lucas Herrera, President

ATTEST:

Geraldine Salazar
Santa Fe County Clerk

Date

APPROVED AS TO FORM:

Gregory Shaffer
Santa Fe County Attorney

Date



PROPOSED REVISED SCHEDULE 12-13-2016

Santa Fe County Stanley Cyclone Center Rental Fees

All user agreements must be completed a minimum of 21 days prior to the rental date
 Rental Hours are 8:00 a.m. – 10:00 p.m. Monday – Sunday for events; 8-5 Monday –Friday for Open Riding

Rental Fees

| Customer Type | Roping Arena 41,497 ft. Occupancy ____ | Classroom Occupancy ____ |
|--|---|-----------------------------|
| NMSU Sponsored / 4H/FFA Revenue Generating Event | \$100 \$50 | \$0 |
| County/NMSU Sponsored/4H/FFA Event and other Non Revenue Generating Events | \$0 | \$0 |
| Commercial Event – Full Day | \$1250 \$400 | \$75 |
| Commercial Event – Half Day | \$625 \$250 | \$75 |
| Riding w/ Livestock – Full Day | \$500 \$250 | N/A |
| Riding w/ Livestock – Half Day | \$250 \$150 | N/A |
| Private Riding – Full Day | \$100 \$80 | N/A |
| Private Riding – Half Day | \$50 \$40 | N/A |
| Open Riding (M-F, 8-5) Saturdays (If no other events happening) 2 hour Sessions | \$20 \$10 per horse – Limit of 6 horses | |

Cleaning / Damage Deposit

| Customer Type | Roping Arena 41,497 ft. Occupancy ____ | Classroom Occupancy ____ |
|---|--|-----------------------------|
| NMSU Sponsored / 4H/FFA Revenue Generating Event | \$50 | |
| County/NMSU Sponsored/4H/FFA Event | \$0 | \$0 |
| Commercial Event – Full Day | \$750 | \$50 |
| Commercial Event – Half Day | \$750 | \$50 |
| Riding w/Livestock – Full Day | \$500 | N/A |
| Riding w/ Livestock – Half Day | \$250 | N/A |
| Private Riding – Full Day | \$100 | N/A |
| Private Riding – Half Day | \$50 | N/A |

SFC CLERK RECORDED 02/01/2017

III.C.9

SFC CLERK RECORDED 02/01/2017

Santa Fe County Stanley Cyclone Center Rental Fees

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| Commercial Event – Full Day | \$1250 \$600 | \$75 |
| Commercial Event – Half Day | \$625 \$250 | \$75 |
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| Riding w/ Livestock – Half Day | \$250 \$150 | N/A |
| Private Riding – Full Day | \$100 \$80 | N/A |
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|---|--|-----------------------------|
| NMSU Sponsored / 4H/FFA Revenue Generating Event | \$50 | |
| County/NMSU Sponsored/4H/FFA Event | \$0 | \$0 |
| Commercial Event – Full Day | \$750 | \$50 |
| Commercial Event – Half Day | \$750 | \$50 |
| Riding w/Livestock – Full Day | \$500 | N/A |
| Riding w/ Livestock – Half Day | \$250 | N/A |
| Private Riding – Full Day | \$100 | N/A |
| Private Riding – Half Day | \$50 | N/A |

ITEM: III. C. 10

SFC CLERK RECORDED 02/01/2017

Henry P. Roybal
Commissioner, District 1

Miguel M. Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM



DATE: *December 13, 2016*

TO: *Board of County Commissioners*

FROM: *Tony Flores, Deputy County Manager*

VIA: *Katherine Miller, County Manager*

ITEM: Request Approval of a Lease and Option to Purchase Real Property Agreement for Approximately 318 Acres of Land within the Property Know as the La Bajada Ranch with Frank Mancuso Junior.

ISSUE:

Consideration of a lease and option to purchase real property for approximately three hundred eighteen acres (318) acres of land within the La Bajada Ranch property (Property).

BACKGROUND AND SUMMARY:

In November of 2009 Santa Fe County acquired 470.55 acres of land near the traditional community of La Cienega, south of the City of Santa Fe know at the time of purchase as the Santa Fe Canyon Ranch. County staff subsequently changed the name of the property to La Bajada Ranch to recognize the historical name given to the property and to distinguish the current planning effort from previous plans.

Subsequent to the acquisition, the Board of County Commissioners (BCC) directed staff to work with the community at La Cienega and the larger County constituency to plan for the appropriate development of the Property and as a result of this direction, the La Bajada Ranch Steering Committee (Committee) was formed via Resolution 2012-106. The Committee was tasked with evaluating proposed alternatives for the development of the Property.

In order to provide guidance for the Committee's work, the County established the following preliminary goals for development:

1. Land uses and development projects will be compatible with the land, will respect the surrounding communities, local agricultural practices and will be sustainable.
2. Development projects will strive to serve the diverse needs of Santa Fe County residents.
3. Development standards will conform to the goals and strategies in the Sustainable Growth Management Plan (2010).
4. Development projects will strive to maximize Santa Fe County's investment in the property while adhering to a strict set of development criteria.
5. Development will conserve the unique cultural, agricultural, historical, and biological resources of the property.

In January of 2014 representatives of the Committee presented a progress update to the BCC and presented a path forward for soliciting proposals for the development of the Property. Subsequent to the January 2014 meeting, the Committee via a subcommittee, met to formulate language for the scoping statement and evaluation criteria of a Request for Proposals.

Based upon the receipt of one (1) timely and responsive proposal, the Committee completed their written evaluations of the proposal and the County entered into negotiations with the responsive offeror, Mr. Frank Mancuso Junior.

Although the negotiation process has been extremely long due to a number of considerations such as adoption of the zoning map and implementation of the Sustainable Land Development Code (SLDC) and the concept options for the Property presented at the September 13, 2016, BCC meeting, staff and the offeror have completed the negotiations of the agreement.

RECOMMENDED ACTION:

Staff is recommending that the Board of County Commission approve the proposed Lease and Option to Purchase Real Property Agreement with Frank Mancuso Junior for approximately 318 acres of land within the La Bajada Ranch.



2014 Orthophotography

This information is for reference only. Santa Fe County assumes no liability for errors associated with the use of these data.



1:8,400

1 inch = 700 feet



Legend

- Roads
- Parcels
- Proposed Lease 318.77

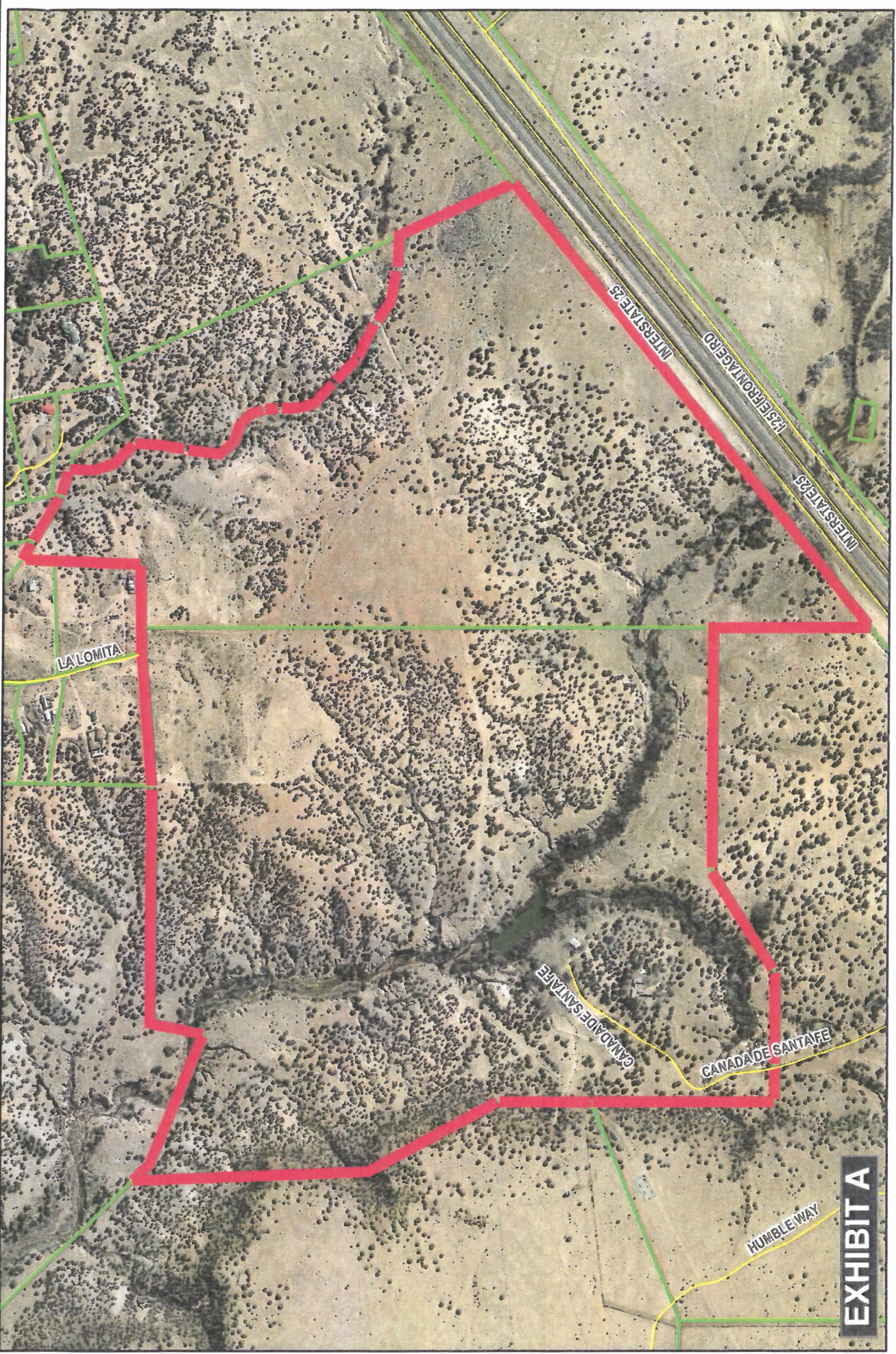


EXHIBIT A

**LEASE
AND
OPTION TO PURCHASE**

This Lease and Option to Purchase (collectively, "Lease"), effective on the date it is approved by the New Mexico State Board of Finance ("Effective Date"), is between SANTA FE COUNTY ("County"), a political subdivision of the State of New Mexico, and Business Name ("Lessee"), a New Mexico corporation whose address is _____.

NOW, THEREFORE, the County and Lessee agree as follows:

1. GRANT OF LEASE. For and in consideration of and subject to the terms, conditions, covenants, and reservations contained in this Lease, the County hereby leases to Lessee the tract of land, including the buildings and other improvements located thereon, described on Exhibit A ("Leased Premises" or "Premises"). Lessee shall have the right of exclusive use and quiet enjoyment of the Leased Premises during the term of this Lease, subject to any approved subleases. Lessee shall bear all cost of operating and maintaining the Leased Premises during the term of this Lease, including the cost of operating and maintaining utilities, buildings, and all other improvements located on the Leased Premises.

2. TERM.

2.1 The term of this Lease shall begin on the Effective Date and end at midnight on December 31, 2021, unless terminated earlier as herein provided.

2.2 The Lessee may request to extend the term of this Lease in five-year increments up to a total of twenty-five (25) years. Lessee shall request an extension, if at all, by submitting a written request to the County not more than one hundred and eighty days (180) and not less than ninety (90) days prior termination of this Lease. The County Manager shall grant the request within sixty (60) days after receiving Lessee's request for extension unless the County Manager determines that Lessee is in default or that granting the request would not be in the County's best interest, in which case the County Manager shall deny the request. If the County Manager grants the request, the Effective Date of the second five-year term shall be January 1, 2022.

3. RENT.

3.1 REQUIREMENT. The annual rent shall be \$1,800.00, due and payable in advance on the Effective Date and on each anniversary of this Lease thereafter; *provided*, however, that the advance rent due on the fourth Lease anniversary shall include, on a *pro rata* basis, the period from the fourth anniversary to December 31, 2021. Time is of the essence in the performance of this Lease. Interest on delinquent rent payments shall accrue from the date the payment becomes due at the rate of one percent a month. If this Lease is terminates prior to its full term for any reason, Lessee shall not be entitled to refund of advance rent.

3.2 PERIODIC APPRAISAL; MINIMUM RENT. Prior to the grant of each five-year extension, Lessee shall at Lessee's sole expense obtain an appraisal of the fair market rent from a disinterested, qualified appraiser mutually agreeable to the Lessor and Lessee. The appraisal shall establish the Rent for the next five-year extended term; *provided* however, that

regardless of the value estimated by the periodic appraisal, the rent shall never be less than \$1,800.00 per year.

4. SECURITY DEPOSIT. To secure payment of rent and restoration of the Leased Premises after termination of this Lease, Lessee shall provide a security deposit of \$5000.00, which shall be payable upon the Effective Date of this Lease. The County shall return the security deposit to Lessee within ninety (90) days after the termination of this Lease, including any tenancy at sufferance, less any unpaid rent and the cost of restoring the Leased Premises to the condition existing on the Effective Date. This Section shall survive termination of this Lease.

5. PERMITTED USES. Lessee shall use the Leased Premises solely for traditional agricultural, livestock, and educational purposes.

6. WATER RIGHTS. This Lease does not include water rights. Lessee may bring water to the Leased Premises, as may be necessary or appropriate to carry out the Permitted Uses, to the extent permitted by law.

7. IMPROVEMENTS.

7.1 DEFINITION OF PERMANENT IMPROVEMENT. As used in this Lease, "permanent improvement" means buildings, structures, fences, roads, irrigation systems, and other substantial changes to the Leased Premises or existing buildings during the term of this Lease that: (a) are related to the Permitted Uses, (b) enhance the value, utility, or aesthetics of the Leased Premises, (c) are not removable from the Leased Premises except at substantial expense or effort, and (d) are approved in a final determination by the County under Section 7.3.

7.2 PERMANENT IMPROVEMENTS TO THE LEASED PREMISES. To carry out the Permitted Uses, Lessee may make such permanent improvements to the Leased Premises as may be approved in a final determination by the County pursuant to Section 7.3.

7.3 REVIEW COMMITTEE. A committee shall be formed consisting of three members: one appointed by the County Manager, one appointed by the Lessee, and one from the Community of La Cienega ("Review Committee") mutually agreed upon by the other two members. The appointees of the County Manager and Lessee shall work in good faith to promptly agree on and appoint the community member. Before Lessee or a sublessee makes any permanent improvement to the Leased Premises, Lessee or the sublessee shall propose the improvement to the Review Committee. The proposal shall be in writing and include a description of the permanent improvement, the cost of making the improvement, and the basis for the cost. Lessee or the sublessee shall submit a copy of the proposal to all committee members. The Review Committee shall meet within ten (10) days of receiving a proposal and determine whether any additional information or a presentation by Lessee is necessary, which Lessee shall provide upon request. The County appointee shall within ten (10) days of receiving a complete proposal submit the Review Committee's recommendation to the County Manager and Lessee, including the reasonable cost of making the permanent improvement, the basis for the recommendation, any dissenting views, and proposed conditions. The recommendations and cost approved by at least two members shall constitute the final determination of the County

unless within ten (10) days the County Manager provides a separate written determination to Lessee, which shall constitute the County's final determination.

7.4 OWNERSHIP OF PERMANENT IMPROVEMENTS. Permanent improvements shall, upon termination of this Lease, revert to the County and become a fixture of the Leased Premises; *provided*, however, that the County Manager may at least sixty (60) days prior to termination of this Lease, including termination of any extended term, provide written notice to Lessee that the County declines the improvement, in which case the improvement shall constitute Lessee's personal property.

7.5 COMPLIANCE WITH SUSTAINABLE LAND DEVELOPMENT CODE. To the extent it applies, Lessee shall comply with the County Sustainable Land Development Code ("SDLC") in making any improvement to the Leased Premises. Nothing in this Lease or any final determination under this Lease shall constitute or imply County approval under the SDLC or other County ordinance, resolution, policy, or regulation.

7.6 REMOVAL OF LESSEE'S PERSONAL PROPERTY. All buildings, structures, roads, fences, equipment, and every other item placed on the Leased Premises by Lessee that is not an approved permanent improvement shall constitute Lessee's personal property. Lessee shall remove Lessee's personal property from the Leased Premises and restore the Leased Premises to the condition existing on the Effective Date prior to termination of this Lease or such longer time as the County Manager may permit. Any of Lessee's personal property that is not timely removed shall constitute a trespass unless, within sixty (60) days after the deadline for removal, the County Manager deems the property abandoned or, alternatively, deems Lessee a tenant at sufferance.

8. ASSIGNMENT AND SUBLETTING. Lessee shall not assign this Lease, in whole or in part, without the County Manager's express written consent, and any attempt to assign this Lease without such consent shall be void. Lessee or the County may propose a sublease to the Review Committee in accordance with the procedures set out in Section 7.3. The Committee shall not approve a sublease if the sublessee's proposed use would clearly interfere or conflict with Lessee's use and the Committee shall require such sublease conditions as may be appropriate to minimize the potential for such interference or conflict. If the Committee approves a sublease, the terms and conditions of the sublease shall promptly be negotiated between Lessee, the County, and the sublessee, and the form of sublease shall be subject to approval by the County Attorney. If the Committee approves a sublease over the Lessee's objection, the parties shall amend this Lease, as appropriate, to allow for a direct lease between the County and the proposed sublessee if the Lessee declines to enter into a sublease. If the parties are unable to agree on an appropriate amendment within 60 days after the County's request to do so, this Lease shall automatically be amended to exclude from the Lease Premises the area subject to the new lease and to permit ingress and egress and utilities to the area so excluded.

9. DEFAULT BY LESSEE; TERMINATION BY LESSOR. Lessee's failure to comply with this Lease shall constitute a default. If Lessee defaults, the County may give Lessee written notice of the default, specifying the nature of the default. If Lessee does not cure the default within fifteen (15) days after the County mails the notice, or such longer period as the County may specify in the notice, the County may terminate this Lease by mailing Lessee a notice of termination. This Lease shall thereafter terminate on the date specified in the termination notice,

and Lessee shall on that date quit and surrender the Leased Premises to the County. The date of termination shall provide Lessee with reasonable time to remove its improvements, if any. The remedies provided to the County under this Lease are supplemental to those available at law or equity. This Section shall survive termination of this Lease.

10. TERMINATION BY LESSEE; CONDEMNATION.

10.1 LESSEE'S RIGHT OF TERMINATION. Lessee may terminate this Lease for any reason by providing written notice to Lessor at least ninety (90) days prior to the date of termination.

10.2 CONDEMNATION. If the Leased Premises are condemned in whole or in part such that Lessee can no longer carry out the Permitted Uses, Lessee shall have the right to terminate this Lease on the date the condemning entity obtains title. The County shall be entitled to all proceeds from any condemnation or sale of the Leased Premises to the condemning entity. The County shall have the right to negotiate a sale of the Leased Premises, in whole or part, with the condemning entity in order to avoid or settle a condemnation action.

10.3 DESTRUCTION OF PREMISES. If the Leased Premises are destroyed in whole or in part through circumstances beyond the control of Lessee and that do not constitute a breach of this Lease, Lessee shall have the right to terminate this Lease upon third (30) days prior notice; provided, however, that the right of termination under this Section shall arise only if the destruction prevents Lessee from carrying out the Permitted Uses.

10.4 ASSIGNMENT OF RISK. Lessee bears the risk that the Leased Premises could be condemned or destroyed, in whole or part, during the term of this Lease.

11. RESTORATION OF PREMISES. Prior to termination of this Lease, Lessee shall remove Lessee's improvements, equipment, and other property from the Leased Premises and restore the Leased Premises to the condition existing on the Effective Date. If Lessee fails to restore the Premises, the County shall have the right to withhold an amount equal to the cost of restoration from the security deposit and, if the security deposit is insufficient, to pursue all remedies available to the County at law or equity. Nothing herein renders Lessee liable for normal wear and tear of the Leased Premises. This Section shall survive termination of this Lease.

12. NO WAIVER. The failure of the County to enforce any requirement of this Lease or to exercise any option it has under this Lease shall not constitute a waiver of the County's right to do so. This Section shall survive termination of this Lease.

13. NO WARRANTIES. Lessee accepts the Leased Premises "as is." The County makes no warranties or representations of any kind, express or implied, concerning the Leased Premises, including but not limited to any condition of the Leased Premises or the County's title. The County specifically disclaims any warranty of merchantability, marketability, or fitness or suitability for a particular purpose, including the Permitted Uses. Lessee acknowledges that Lessee is not relying upon any representation, statement or other assertion with respect to the Leased Premises, but is relying solely upon its examination thereof.

14. COMPLIANCE WITH LAW. Lessee shall comply with all applicable federal, state, and local law regarding Lessee's use and occupancy of the Leased Premises. Lessee shall not cause, maintain, or permit any nuisance on the Leased Premises, or allow them to be used for any unlawful purpose. Lessee shall promptly abate any nuisance, hazardous, or unsafe condition that arises on the Leased Premises.

15. INDEMNIFICATION. Lessee shall hold harmless, indemnify and defend the County and the County's governing body, elected and appointed officials, employees, and agents, in both their official and individual capacities, from any and all liability, claim, cause of action, loss, damage, or expense arising out of or related to the Leased Premises during the term of this Lease. In the event that any action, suit or proceeding is brought against Lessee, Lessee shall as soon as practicable notify the County. Any cause of action of the County to enforce this provision shall not be deemed to accrue until the County's actual discovery of the liability, claim, loss, damage, or expense. This Section shall survive termination of this Lease for five (5) years.

16. INSURANCE.

16.1 COMMERCIAL GENERAL LIABILITY. Lessee shall maintain commercial general liability insurance, including without limitation contractual liability insurance (specifically concerning the indemnity provisions of this Lease with the County), Personal Injury (including bodily injury and death), and Property Damage for liability arising out of Lessee's use and occupation of the Leased Premises. The insurance policy shall contain no exclusion or limitation for independent contractors working on the behalf of the named insureds. At a minimum, the insurance policy shall provide coverage of \$1,000,000 per each occurrence and have a general aggregate limit of no less than \$2,000,000.

16.2 FIRE AND CASUALTY. Lessee shall maintain on the Leased Premises a policy of standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements, to the extent of at least 100% of full replacement value. The insurance policy shall be issued in the names of Lessee with the County named as an additional insured. The insurance policy shall provide that any proceeds shall be made payable to Lessee, and Lessee shall apply all such proceeds to repair and restore the Leased Premises as directed by the County.

16.3 CLAIMS MADE. If any of the insurance coverage required under this Lease is written on a claims-made basis, Lessee, at Lessee's option, shall either (i) maintain said coverage for at least three (3) years following the termination of this Lease with coverage extending back to the Effective Date; (ii) purchase an extended reporting period of not less than three (3) years following the termination of this Lease; or (iii) acquire a full prior acts provision on any renewal or replacement policy.

16.4 CANCELLATION OF INSURANCE. All insurance policies required under this Lease shall be maintained by Lessee until completion of all of Lessee's obligations under this Lease and throughout Lessee's occupation and possession of the Premises. Each insurance policy supplied by Lessee must be endorsed to provide that the coverage shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after ten (10) days written notice in the case of non-payment of premiums, or thirty (30) days written notice in all other cases. This notice requirement does not waive the insurance requirements stated herein. Lessee shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled,

non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.

16.5 COMPANY RATING. All insurance policies required under this Lease shall be issued by a company or companies admitted to do business in New Mexico and listed in the current "Best's Key Rating Guide" publication with a minimum rating of A-.

16.6 PRIMARY INSURANCE. All insurance policies required under this Lease shall be primary to and not contributing to all insurance or self-insurance maintained by County. An endorsement shall be provided on all policies, except professional liability/errors and omissions, which shall waive any right of recovery (waiver of subrogation) against County.

16.7 NO LIMITATION. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Lessee for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage, or to preclude the County from taking such other actions as are available to it under any other provision of this Lease or otherwise under Applicable Laws.

16.8 FAILURE TO MAINTAIN INSURANCE. Failure by Lessee to maintain all such insurance in effect at all times required by this Lease shall be a material breach of this Lease by Lessee. The County, at its sole option, may terminate this Lease and obtain damages from Lessee resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Lessee, County shall deduct from sums due to Lessee any premiums and associated costs advanced or paid by County for such insurance. If the balance of monies obligated to Lessee pursuant to this Lease is insufficient to reimburse County for the premiums and any associated costs, Lessee shall reimburse County for the premiums and pay for all costs associated with the purchase of said insurance within ten (10) days of demand by County. Any failure by County to take this alternative action shall not relieve Lessee of its obligation to obtain and maintain the insurance coverages required by this Lease.

16.9 PROOF. On or before the Effective Date, Lessee shall deliver to the County certificates of insurance indicating that Lessee has complied with the provisions of this Section. Lessee shall provide the County further proof of insurance during this term of this Lease within ten (10) days of the County's request for such proof.

16.10 This Section 16 shall survive termination of this Lease to the extent Section 16.3 applies.

17. LIENS. Lessee shall keep the Leased Premises free from any liens and any other security interests (collectively, "liens") arising out of any work performed, material furnished, or obligations incurred by Lessee, or from any other cause. If a lien is recorded against the Leased Premises, and Lessee fails to remove it or post a bond to remove same within fifteen (15) days after its filing, the County shall give a fifteen (15) day notice to Lessee, requiring Lessee to remove the lien within the fifteen (15) day period. If Lessee fails to do so, the County may cause the lien to be removed, in which case Lessee shall reimburse the County for its costs in doing so. This Section shall survive termination of this Lease.

18. COST RECOVERY. If Lessee fails to take any action required under this Lease, including but not limited to purchasing insurance in the required amounts, taking corrective action in response to a release of regulated substances, removing a lien, or restoring the Leased Premises, the County shall have the right but not the duty to take such action and to recover its costs in doing so from Lessee. This Section shall survive termination of this Lease.

19. THIRD PARTIES.

19.1 Lessee may invite the public and other third parties to participate in or carry out the Permitted Uses. Lessee shall supervise invitees and shall assure that no hazardous or unsafe conditions exist on the Leased Premises that would pose an unreasonable risk to the safety, health, or welfare of Lessee's invitees and all other third parties to may enter the Leased Premises.

19.2 Lessee shall take reasonable precautions to protect the Leased Premises from trespass and to prevent third parties from carrying out any illegal, unsafe, tortious, or unauthorized activity on the Leased Premises.

19.3 Lessee's obligation to restore the Leased Premises as provided in this Lease shall apply regardless of whether the Lessee, an invitee, or a trespasser damages, injures, or otherwise alters the Premises such that restoration is required.

19.4 This Lease is not intended to and does not benefit any person or entity that is not a party to this Lease. Only the County and Lessee may enforce the terms of this Lease, and no person or entity shall be deemed a third-party beneficiary of this Lease.

20. HAZARDOUS MATERIALS.

20.1 Neither Lessee, nor any of Lessee's agents, contractors, employees, licensees or invitees shall at any time handle, use, manufacture, store or dispose of in or about the Leased Premises any flammable substances (meaning any substance that has a flash point of 80 degrees Fahrenheit or lower, as determined by the Tagliabue Open Cup Tester), explosives, radioactive materials, hazardous wastes or materials, toxic wastes or materials, or other similar substances, petroleum products or derivatives or any substance (collectively "Hazardous Materials") subject to regulation by or under any federal, state, or local laws relating to the protection of the environment or the keeping, use, or disposition of environmentally hazardous materials, substances, or wastes, presently in effect or hereafter adopted, all amendments to any of them, and all rules and regulations issued pursuant to any of such laws.

20.2 Notwithstanding the foregoing, and subject to the County's prior consent, Lessee may handle, store, use or dispose of products containing small quantities of Hazardous Materials to the extent customary and necessary to carry out the Permitted Uses; provided that Lessee shall always handle, store, use, and dispose of any such Hazardous Materials in a safe and lawful manner and never allow such Hazardous Materials to contaminate the Premises or the environment.

20.3 If a state or federal regulatory agency or a court having jurisdiction orders the County or Lessee to take any corrective action of any kind during the term of this Lease in

response to the release of hazardous, toxic, or otherwise regulated substances or materials (collectively, "release") on the Leased Premises, Lessee shall promptly take, and bear the cost of taking, the corrective action unless: (a) the release occurred prior to the Effective Date; (b) if Lessee discovered the release, Lessee promptly reported it to the County and the appropriate regulatory agencies; and (c) Lessee did not aggravate the environmental damage caused by the release. Any liability of the County regarding a release that triggers Lessee's duty to take and pay for corrective action under this Section shall be subject to Section 15. In addition, Lessee shall take or pay the cost of taking corrective action in response to any release that occurred during the term of the Lease, even if the release or resulting environmental damage are not discovered until after the termination of this Lease. This Section shall survive termination of this Lease.

20.4 If Lessee receives a notice of violation from a regulatory agency regarding the Leased Premises, Lessee shall immediately provide a copy of the notice to the County.

21. UTILITIES; TAXES; OTHER CHARGES.

21.1 Lessee shall pay the cost of all utilities for the Leased Premises, including but not limited to gas, electricity, water, sewer, telephone service, and trash and refuse disposal services. Upon the County's written consent, Lessee may extend utilities onto and within the Lease Premises at locations approved by the County, and any such utilities shall be separately metered if required by the County. Lessee shall not modify any utilities on the Premises without the prior written consent of the County. Lessee shall within thirty (30) days of the Effective Date place all utilities in Lessee's name unless otherwise agreed by the County Manager in writing. All utilities placed in the Lessee's name shall be transferred back to the County as of the termination of this Lease.

21.2 Lessee shall pay all taxes, fees, assessments, and all other charges that may be levied upon the Leased Premises or arise out of Lessee's use or occupancy of the Leased Premises. This Section shall survive termination of this Lease.

22. HOLDOVER.

22.1 TENANCY AT SUFFERANCE. If Lessee fails to surrender the Premises upon the termination of this Lease, with or without the consent of the County, such tenancy shall be at sufferance only, and shall not constitute a renewal hereof or an extension for any further term.

22.2 RENT. Under a tenancy at sufferance, rent shall be payable at a monthly rate equal to one hundred fifty percent (150%) of the annual rent divided by twelve. The rent applicable during the last rental period during the tenancy at sufferance shall be prorated based on the actual number of holdover days.

22.3 RIGHTS RESERVED. Lessee's tenancy at sufferance shall be subject to all terms in this Lease. Nothing contained in this Article shall be construed as consent by the County to any holding over by Lessee, and the County expressly reserves the right to require Lessee to surrender possession of the Leased Premises to the County as provided in this Lease upon the termination of this Lease. The provisions of this Article shall not be deemed to limit

or constitute a waiver of any other rights or remedies of the County provided in this Lease or at law.

22.4 INDEMNIFICATION. If Lessee fails to surrender the Leased Premises upon the termination of this Lease, in addition to any other liabilities to the County accruing therefrom, Lessee shall protect, defend, indemnify and hold the County harmless from all loss, costs (including reasonable attorney's fees) and liability resulting from such failure, including any claims made by any succeeding Lessee founded upon such failure to surrender and any lost profits to the County resulting therefrom, but only if the holdover continues beyond thirty (30) days and the County has notified Lessee of the existence of the new lease.

22.5 SURVIVAL. This Section 22 shall survive termination of this Lease.

23. OPTION TO PURCHASE.

23.1 OPTION TO PURCHASE. Subject to the annual payment specified in Section 23.4 below, Lessee shall have the option to purchase ("Option") the Leased Premises and all permanent improvements thereon (collectively, "Property") for a price that shall be no less than the Property's appraised fair market value. The Lessee shall pay the cost of the appraisal, which shall be conducted by an appraiser mutually agreed upon by the County and Lessee and which shall separately value the permanent improvements, if any, that are not owned by the County or Lessee. Lessee shall compensate the owner for the value of such permanent improvements unless otherwise agreed by the owner in writing. Subject to Section 23.2, Lessee shall exercise the Option, if at all, prior to termination of this Lease by providing written notice to the County. If Lessee exercises the Option, the County and Lessee shall within ninety (90) days thereafter enter into a negotiated purchase agreement, which shall be subject to approval by the State Board of Finance. Lessee shall bear all transaction costs. If there is a lease or sublease of the Property, it shall remain in effect after the County conveys the Property to Lessee for the remainder of the original term of the lease or sublease. In the case of a sublease, it shall be deemed a direct lease between Lessee and the sublessee upon conveyance of the Property to Lessee. Unless timely exercised, and subject to Sections 23.2 and 23.4, the Option shall terminate upon the termination of this Lease. This Section shall survive termination of this Lease.

23.2 PROSPECTIVE THIRD-PARTY PURCHASER. If the County receives a bona fide offer to purchase the Property, in whole or part, from a prospective third-party purchaser, the County shall notify Lessee of the offer unless the County intends to decline it. Lessee shall have thirty (30) days after such notice to exercise its Option under Section 23.1 to purchase the Property on substantially the same terms as offered by the third party; *provided*, however, that the price to be paid by Lessee shall be the appraised fair market value or the amount offered by the prospective third-party purchaser, whichever is greater. If Lessee does not exercise its Option within the thirty-day period, the Option shall terminate as to the portion of the Property subject to the third-party offer and the County may accept the third-party offer and sell the Property, in part or in whole, subject to this Lease; *provided*, however, that if the third party fails to purchase the Property for any reason, and the County does not seek or is denied specific performance of a third-party purchase agreement, Lessee's Option shall be reinstated to the extent this Lease remains in effect.

23.3 TRANSFERABLE DEVELOPMENT RIGHTS. In the sale of the Property to Lessee or a third party, or at any time during the term of this Lease, the County may in its sole discretion reserve to itself and sever from the Property all Transferrable Development Rights ("TDRs") to the extent permitted under the County's Sustainable Land Development Code. If the County severs and retains the TDRs from the Property, any deed transferring title to Property shall reserve to the County a conservation easement or other appropriate interest that prohibits subdivision and further development except as may be permitted under the development rights, if any, that have not been severed from the Property. Any appraisal in connection with the sale of the Property shall take into account the TDRs, if any, that the County intends to sever, or has severed, from the Property. This Section shall survive termination of this Lease.

23.4 CONSIDERATION AND EARNEST MONEY. As consideration for the Option, upon execution of this Lease and every Lease anniversary thereafter, Lessee shall pay an additional annual rent of \$600.00. If Lessee exercises the Option, the purchase agreement shall include a requirement that Lessee pay the County \$50,000.00 in earnest money on the effective date of the purchase agreement, which sum shall constitute the County's liquidated damages and be non-refundable if Lessee fails to purchase the Property in breach of the purchase agreement. The termination of the purchase agreement for failure of the County to satisfy an express condition precedent to sale shall not constitute a breach of the purchase agreement by Lessee. This Section shall survive termination of this Lease.

24. RESERVATION. Notwithstanding any other provision in this Lease, the County shall have the right to enter the Leased Premises for the purpose of using and maintaining County buildings, structures, and County improvements that are excluded from but within the exterior boundaries of the Leased Premises, as shown on Exhibit A. The County shall not unreasonably interfere with Lessee's use of the Leased Premises.

25. MISCELLANEOUS TERMS:

25.1 NOTICE. Notices required under this Lease shall be provided by first class mail as follows:

To the County: Santa Fe County Manager
102 Grant Avenue
Santa Fe, New Mexico 87501

To the Grantee: Frank Mancuso, Jr.
151 Humble Way
Santa Fe, NM 87508
With a copy to: fmancuso@boss-media.com

With a copy to:
Kyle Harwood
123 West San Francisco St, 2nd Floor
Santa Fe, NM 87501
With a copy to: kyle@egolflaw.com

A party may change its address of record under this Lease by mailing notice of the new address to the other party by first class mail.

25.2 SCOPE OF LEASE. This Lease constitutes the entire lease and understanding between the County and Lessee and supersedes any and all prior leases and understandings, oral or written, relating to the subject matter hereof.

25.3 REMEDIES NOT EXCLUSIVE. The remedies provided in this Lease are not exclusive, and the parties shall have in addition thereto any remedy otherwise available at law or equity.

25.4 SEVERABILITY. If a court of law deems a provision of this Lease invalid, the validity of the remaining provisions shall be deemed severable therefrom and this Lease shall remain in force and effect as to the remaining provisions unless the purposes of this Lease cannot reasonably be carried out without the invalid provisions. If this Lease is deemed invalid, Lessee shall not be entitled to a refund of any rent or other sums paid under this Lease.

25.5 NEUTRAL CONSTRUCTION. Both parties fairly and fully negotiated the terms of this Lease and both were represented by counsel. If a court deems any provision of this Lease ambiguous, such ambiguity shall not be construed against either party and shall be construed neutrally so as to carry out the intent of the parties.

25.6 LIMITATIONS ON COUNTY LIABILITY. As a political subdivision of the State of New Mexico, any potential liability of the County is limited by state law, including the Batement Act, NMSA 1978, Section 6-6-11, the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-30, the Anti-Donation Clause of the New Mexico Constitution, N.M. Const. article 9, section 14, and NMSA 1978, Section 37-1-23.

25.7 RIGHT TO MARKET AND SELL. The County reserves the right to market and sell the Leased Premises, in whole or part, subject to this Lease.

25.8 SUCCESSORS. This Lease shall binding on the parties' successors and heirs; *provided*, however, that Lessee shall not voluntarily assign this Lease or sublet the Leased Premises.

25.9 CAPTIONS. Section headings in this Lease are used solely for convenience, and shall be disregarded in the construction of this Lease.

25.10 EXHIBITS. All exhibits attached to this Lease are incorporated into and made a part of this Lease by reference.

25.11 TIME OF THE ESSENCE. Time is hereby expressly declared to be of the essence in the performance of this Lease, and provision of this Lease is a material, necessary, and essential part of this Lease.

25.12 STATE BOARD OF FINANCE APPROVAL. This Lease shall not be effective until approved by the New Mexico State Board of Finance. Any amendments to this Lease shall also be approved by the State Board of Finance.

25.13 AMENDMENT. This lease shall not be altered, changed or amended except by an instrument executed by the County and Lessee.

25.14 APPLICABLE LAW; VENUE. This Lease shall be governed by the laws of the State of New Mexico. If a conflict arises between the parties concerning this Lease, the First Judicial State Court District, Santa Fe County, shall be the exclusive venue.

25.15 NO PARTNERSHIP. Nothing in this Lease shall be construed as creating a partnership or joint venture between the County and Lessee.

SANTA FE COUNTY

By: _____
Miguel M. Chavez, Chair

Date: _____

ATTEST:

Geraldine Salazar, Santa Fe County Clerk

Date: _____

APPROVED AS TO FORM:

Gregory S. Shaffer, Santa Fe County Attorney

Date: _____

Business Name, Authorized Signator and Title

Date: _____

[SIGNATURES CONTINUE ON NEXT PAGE]

ACKNOWLEDGMENT
Business

State of New Mexico)
) ss
County of Santa Fe)

The forgoing instrument was acknowledged before me on _____ (date) Frank Mancuso, Jr., as _____ (title) of _____ (business name).

Notarial Officer

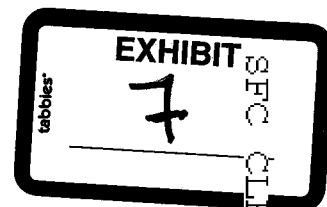
(Seal, if any)

My commission expires: _____

APPROVED BY NEW MEXICO STATE BOARD OF FINANCE:

By: _____ (name)
 _____ (title)
 State Board of Finance

Date: _____



THE BOARD OF COUNTY COMMISSIONERS OF
SANTA FE COUNTY

RESOLUTION NO. 2016-_____

**A RESOLUTION AUTHORIZING THE COUNTY MANAGER TO NEGOTIATE THE
TERMS OF GENERAL LIABILITY AND LAW ENFORCEMENT INSURANCE
COVERAGES FOR CALENDAR YEAR 2017 AND TO EXECUTE PURCHASE
ORDERS AND OTHER DOCUMENTS NECESSARY TO EFFECTUATE SUCH
COVERAGES**

WHEREAS, Santa Fe County (County), through its insurance broker, solicited competitive proposals for general liability and law enforcement insurance coverages for calendar year 2017; and

WHEREAS, the County received proposals from the New Mexico Association of Counties Multi-Line Pool and Law Enforcement Pool (collectively, NMAC Pools) as well as from private insurance companies, Travelers and One Beacon; and

WHEREAS, the Board of County Commissioners (Board) has determined that the NMAC Pools' proposal was the most advantageous proposal for calendar year 2017; and

WHEREAS, the Board desires to authorize the County Manager to negotiate for general liability and law enforcement insurance coverages for calendar year 2017 and to execute purchase orders and other documents necessary to effectuate such coverages.

NOW, THEREFORE, BE IT RESOLVED that the Board hereby delegates to the County Manager the authority to:

1. negotiate with the NMAC Pools for general liability and law enforcement insurance coverages for calendar year 2017; and
2. execute purchase orders and other documents necessary to effectuate such coverages, regardless of the amount of the premiums.

PASSED, APPROVED, AND ADOPTED this 13th day of December, 2016.

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

Miguel M. Chavez, Chair

SFC CLERK RECORDED 02/01/2017

ATTEST:

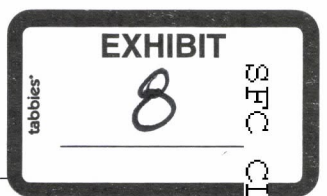
Geraldine Salazar, County Clerk

APPROVED AS TO FORM:

Gregory S. Shaffer, County Attorney

Proposed SLDC Amendment – December 13, 2016

(Please put each proposed change on a separate form)



| | | | | |
|--|--|---|--|---|
| Amendment proposed by: | | | | |
| Commissioner Roybal <input type="checkbox"/> | Commissioner Chavez <input type="checkbox"/> | Commissioner Anaya <input type="checkbox"/> | Commissioner Holian <input type="checkbox"/> | Commissioner Stefanics <input type="checkbox"/> |
| Staff suggesting change: | Staff | | | |
| Section of proposed change: | 7.17.10.3 | | | |

Text to be deleted:

7.17.10.3. Disturbed Area Limitation.

1. The disturbed area on any lot shall not exceed twelve thousand (12,000) square feet. However, if the required driveway and turnaround for the most appropriate buildable area exceeds 50% of the 12,000 square foot disturbed area, the Administrator may approve additional disturbed area for that portion of the driveway and turnaround which cannot be constructed with the 6,000 square feet. The location and calculation of the disturbed area on the lot shall be identified on the site development plan.

Text to be added:

7.17.10.3. Disturbed Area Limitation.

1. The disturbed area on any lot shall not exceed twelve thousand (12,000) square feet, disturbance for the required primary driveway shall not be included in the disturbed area square footage. The location and calculation of the disturbed area on the lot shall be identified on the site development plan.

| | | | |
|------------------------------------|-----------------|--------------------|--|
| Consistent with Code and SGMP? Y N | Staff Initials: | Amendment Number : | |
|------------------------------------|-----------------|--------------------|--|

| | | | | |
|--|--|---|---|---|
| Amendment seconded by: | | | | |
| Commissioner Roybal <input type="checkbox"/> | Commissioner Chavez <input type="checkbox"/> | Commissioner Anaya <input type="checkbox"/> | Commissioner Holian <input type="checkbox"/> | Commissioner Stefanics <input type="checkbox"/> |
| Action on Amendment | Approved <input type="checkbox"/> | Rejected <input type="checkbox"/> | Vote (for / against) <input type="checkbox"/> | <input type="checkbox"/> |

SFC CLERK RECORDED 02/01/2017



SFC CLERK RECORDED 02/01/2017

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SANTA FE COUNTY

Ordinance No. 2003-6

2683661

An Ordinance Amending Ordinance 1996-10, the Santa Fe County Land Development Code, Article III, Section 4.4.1 and Article III, Section 2.4.1 to require rainwater catchment systems for all commercial and residential development.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SANTA FE COUNTY THAT THE SANTA FE COUNTY LAND DEVELOPMENT CODE IS HEREBY AMENDED AS FOLLOWS:

ARTICLE III, SECTION 2.4.1 Construction of One to Four Dwellings

2.4.1a. The following submittals and review shall apply to an application for a development permit involving the construction, alteration or repair of one to four dwellings or the construction, alteration or repair of an accessory structure:

1. Submittals

(a) The applicant shall fill out a development permit application on a form provided by the Code Administrator. The application shall be accompanied by the following:

(vii) A water harvesting plan to capture drainage from a minimum of 85% of the roofed area for use as landscape irrigation shall be submitted.

a. Homes of 2,500 sq. ft. of heated area or greater shall install a cistern that is buried, partially buried or within an insulated structure and is connected to a pump and a drip irrigation system to serve all landscaped areas. Cisterns shall be sized to hold 1.15 gallons per square foot of heated area but this figure may be adjusted based on proposed landscaping. The capacity of the cistern shall be approved by the Land Use Administrator.

b. Homes smaller than 2,500 sq.ft. of heated area shall install rain barrels, cisterns or other water catchment basins to capture drainage from noted areas.

c. The water harvesting plan shall be in accordance with general guidelines prepared by the Land Use Administrator.

2683662

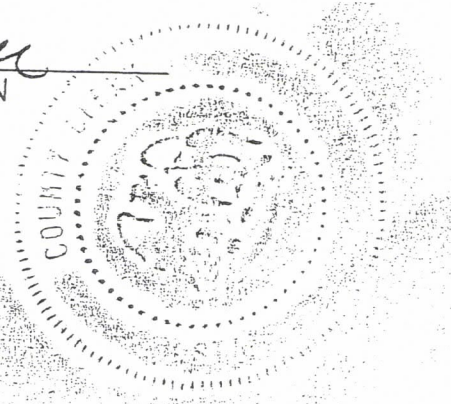
ARTICLE III, SECTION 4.4.1 Submittals

- b. A development plan shall be submitted for individual uses to be permitted within the district, as follows:
 - 6) A water harvesting plan to collect all roof drainage for use as landscape irrigation shall be submitted.
 - a. Cisterns shall be buried, partially buried or within an insulated structure and shall be connected to a pump and a drip irrigation system to serve all landscaped areas. Cisterns shall be sized to hold 1.5 gallons per square foot of roofed area. The size of the cistern may be adjusted to provide a month's worth of landscaping water. The size of the cistern shall be approved by the Land Use Administrator.
 - b. The water harvesting plan shall be in accordance with the general guidelines prepared by the Land Use Administrator.

PASSED, APPROVED, and ADOPTED this 14 day of October, 2003, by the Santa Fe County Board of County Commissioners.

[Signature]
JACK SULLIVAN, CHAIRMAN

ATTEST: [Signature]
REBECCA BUSTAMANTE
SANTA FE COUNTY CLERK



APPROVED AS TO FORM:

[Signature] 10-14-03
COUNTY ATTORNEY

CERTIFICATE OF FILING

I, Rebecca Bustamante, County Clerk, do hereby certify that the foregoing ordinance, designated as Ordinance No. 2003 - 6, was filed in my office on the 15 day of OCT., 2003, in book Number 2683 at Page 661-663

COUNTY OF SANTA FE
STATE OF NEW MEXICO, 1295 SS 832 SANTA FE COUNTY CLERK
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED
FOR RECORD ON THE 15 DAY OF OCT. A.D.
20 03 AT 12:12 O'CLOCK P. M.
AND WAS DULY RECORDED IN BOOK 2683
PAGE 661-663 OF THE RECORDS OF
SANTA FE COUNTY

WITNESS MY HAND AND SEAL OF OFFICE
REBECCA BUSTAMANTE
COUNTY CLERK, SANTA FE COUNTY, N.M.
[Signature]



Fatal concrete materials truck crash, Madrid, NM, September 2016

Photos provided to the Santa Fe Board of County Commissioners by concerned residents of Madrid, NM

tabbies

EXHIBIT 10

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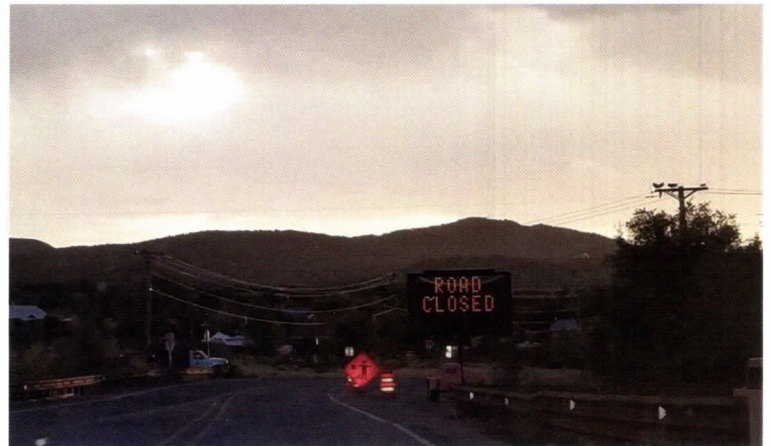
Accident Scene and Extraction of Wreckage

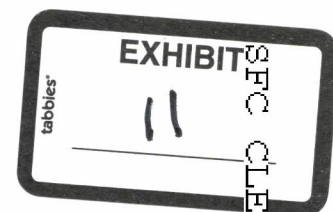


Collateral Damage



Impacts to Traffic and Tourism that Continued for Days





For the Six-Month SLDC Review
Additional Comments on Small Gravel Mines, Sect. 10.19.
Submitted Dec. 7, 2016 by Ross Lockridge for the Rural Conservation
Alliance, POB 245, Cerrillos, NM 87010

Dialogue with Mining Engineer Jim Kuipers, P.E. on the subjects of:

- Mines on irregular terrain;
- Space needed for truck maneuverability.

This is submitted to help the County towards regulating small mines with minimal impact to the environment. Best to read short thread bottom to top.

For reference: [Jim's Memo](#) and [Example Layout](#)

From: "Jim Kuipers" <jkuipers@kuipersassoc.com>
Subject: RE: Jim, a follow-up question...
Date: December 4, 2016 at 11:55:05 AM MST
To: "Ross Lockridge" <murlock@raintreecounty.com>

Ross,

The point I'm trying to make was, for example, a mine that might require a mile of road access to get to the actual mining operation. If the road disturbance was kept to a minimum of 12 ft wide, then the road by itself would cause a disturbance of $5,280\text{ft}/\text{mile} \times 12\text{ft}/43,560\text{ft}^2/\text{acre} = 1.45$ acres. 12 ft would be for a primitive road, so a more typical 24 ft road that would let two semi-trucks pass would be close to 3 acres. So while I'm personally more than happy with keeping folks from building roads, particularly into areas that haven't previously been roaded, typically we look to other means of dealing with that such as through a special use permit. But having said that, I am aware of a lot of financial assurance calculations, in fact most, that include the acres and cost of any roads that will be reclaimed.

A "smooth turn-around" can be accomplished in an area of around one acre. One way to look at it would be the circumference of a round shaped acre. If $\pi r^2 = \text{area of a circle}$ then $r = 118$ ft, which allows for quite a bit of room. Another way would be to look at a square acre with sides of 209 ft. A turnaround could similarly be located within a square acre. As in most cases the turnaround would be connected to other disturbances, such as a staging area or maintenance/office building area, the actual disturbance required is typically about half of what I'm suggesting or less.

To discourage folks from tearing things apart I would include any roads in the 5 acres with the suggestion that significant impacts from roads should

SFC CLERK RECORDED 02/01/2017

require a higher level of analysis than for a small miner.

Jim K

From: Ross Lockridge [mailto:murlock@raintreecounty.com]
Sent: Friday, December 02, 2016 2:31 PM
To: Jim Kuipers <jkuipers@kuipersassoc.com>
Subject: Re: Jim, a follow-up question...

Hi Jim. Here's hoping that you are enjoying the holiday season. I have a follow-up question. . . .

You write "If the road has to be within a 'boundary' of five acres then I would have to side with the 10 acres suggestion." I have a little trouble visualizing this because a road might be a mile or more to a mine zone, in which case a question like "how many more acres might be required over 5 acres?" doesn't make sense.

I'm guessing that a 5 acre zone that can't have both an entrance and a separate exit would require over 5 acres for a smooth turn-around. If this is the case, could you please estimate how much extra space outside of a 5 acre mine zone might be needed to complete a smooth turn-around or roundabout without a truck having to backup?

If more than 5 acres is needed, our suggestions would still lean toward containing the active zone to under 5 acres via a staging plan with GPS staking but acknowledge the possibility of additional land for access within presumably a 10 acre area.

Best,
Ross

On Oct 21, 2016, at 8:51 AM, Jim Kuipers <jkuipers@kuipersassoc.com> wrote:

Ross,

Sorry not to be able to get to you yesterday – on the road. Maybe you can pass the following along if it helps.

If there is irregular terrain and zone shapes it speaks to a need to require a more onerous permit process because the impacts will be greater. The five acre idea includes the concept of it also resulting in minimal impacts by the nature of the ore deposit or operation. If there is irregular terrain, or the deposit is skinny or irregular or not homogenous, then chances are in both

accessing and mining it there will be significantly more disturbance and impact as it equates to the amount of material mined.

So I think 5 acres is practical and it is a commonly used state standard for classifying small mines. That said, from 2 – 20 acres is the range that exists and 10 acres, particularly with the tonnage limits, will likely not result in a significant # of additional mines and may be a way to get the industry folks to not oppose the other requirements. I can also appreciate their comments about access as the picture I provided was of a situation where mining was occurring within a residential development area with square boundaries and existing roads. So if you count road access as part of the five acres, particularly depending on how you calculate it, it can be problematic. If you calculate the 5 acres as “disturbed” acres, which is the norm, then you similarly only calculate the road width multiplied by length to get the “disturbed” acres. If the road has to be within a “boundary” of five acres then I would have to side with the 10 acres suggestion.

Jim K

From: Ross Lockridge [<mailto:murlock@raintreecounty.com>]
Sent: Thursday, October 20, 2016 1:50 PM
To: Jim Kuipers <jkuipers@kuipersassoc.com>
Subject: I've added a question...

Jim, we have a 4 PM hearing and have talked with the county code administrator who favors a 10 acre, 20,000 ton zone.

--Penny's argument is that they need 10 acres for irregular terrain and zone shapes; for something that's not flat & square, in which case they say they need allot more room to adapt to irregularities.

--Also, your drawing has 2 access points and Penny was critical saying that most mines have just one implying that more space would be required within the 5 acres for maneuverability.

What do you think? Ross

Item IX.A



SFC CLERK RECORDED 02/01/2017

**December 13, 2016, Draft of Changes Being Considered by Commissioner Roybal --
Board of County Commissioners Appoints One County Commissioner Director and Two
County Customer Directors**

**POJOAQUE BASIN REGIONAL WATER AUTHORITY
JOINT POWERS AGREEMENT**

This Agreement is entered into by, between, and among the Pueblo de San Ildefonso, the Pueblo of Pojoaque, the Pueblo of Nambé, the Pueblo of Tesuque, and Santa Fe County under the New Mexico Joint Powers Agreements Act. The effective date of this Agreement is the date on which it is approved by the New Mexico Secretary of Finance and Administration.

RECITALS

WHEREAS, the County has the authority to own and operate water and wastewater facilities pursuant to NMSA, § 4-36-10(A), § 4-37-1, and Chapter 3, Article 26 and Article 7; and

WHEREAS, the Pueblo Parties have the authority to own and operate water and wastewater facilities pursuant to their inherent sovereignty; and

WHEREAS, the Parties are signatories to the Settlement Agreement; and

WHEREAS, the Parties are signatories to the Cost-Sharing Agreement, which sets forth provisions for funding and implementation of certain provisions of the Settlement Agreement; and

WHEREAS, the Act approved the Settlement Agreement and the Cost-Sharing Agreement; and

WHEREAS, the Act authorizes the United States Secretary of the Interior to construct

the Regional Water System; and

WHEREAS, the Act, the Cost-Sharing Agreement, and the Settlement Agreement call for formation by the Parties of the Authority to supply water for domestic, municipal, industrial, irrigation, commercial, and all other approved uses throughout the areas served by the Regional Water System and as otherwise authorized by the Act; and

WHEREAS, in order to ensure a reliable firm supply of water to all users of the Regional Water System, the powers and duties of the Authority shall be exercised consistent with the terms and conditions of the Act, Settlement Agreement, Cost-Sharing Agreement, and Operating Agreement; and

WHEREAS, the Parties desire that the Authority have the power to carry out the purposes and functions as authorized by the Act and as set forth herein in order to provide service throughout the areas served by the Regional Water System, pursuant to Section 2.5.4 of the Cost-Sharing Agreement.

AGREEMENT

NOW, THEREFORE, as required by the Act and Settlement Agreement, and in consideration of the mutual covenants and obligations set forth here and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 1 – DEFINITIONS

As used herein, the following terms have the following meanings unless the context clearly indicates otherwise:

A. "Aamodt Case" means the federal litigation styled *State of New Mexico, ex rel. State Engineer and United States of America, Pueblo de Nambe, Pueblo de Pojoaque, Pueblo de San Ildefonso, and Pueblo de Tesuque v. R. Lee Aamodt, et al.*, No. 66 CV 6639 MV/LCS (D.N.M.).

B. "Act" means Title VI, Aamodt Litigation Settlement, of the Claims Resolution Act of 2010, Public Law 111-291, 124 Stat. 3064, 3134-3156.

C. "Agreement" means this Joint Powers Agreement.

D. "Authority" means the Pojoaque Basin Regional Water Authority created by this Agreement and defined in Section 1.13 of the Cost-Sharing Agreement.

E. "Board" means the Authority's Board of Directors.

F. "Cost-Sharing Agreement" means that certain Cost-Sharing and System Integration Agreement, signed by the parties on March 14, 2013.

G. "County" means Santa Fe County, a political subdivision of the State of New Mexico.

H. "County Distribution System" has the same meaning as set forth in Section 1.5 of the Cost-Sharing Agreement.

I. "Director", in the context of quorum and voting requirements and limitations, includes alternate directors attending meetings with voting rights.

J. "Operating Agreement" means that agreement required by Section 612 of the Act; the text of Section 612 is attached hereto as Exhibit A.

K. "Parties" means the Pueblo de San Ildefonso, the Pueblo of Pojoaque, the

Pueblo of Nambé, the Pueblo of Tesuque, and County collectively; “Party” means the Pueblo de San Ildefonso, the Pueblo of Pojoaque, the Pueblo of Nambé, the Pueblo of Tesuque, or County individually. In Article 19, unless otherwise stated, “Parties” means the Pueblo Parties, County, and the Authority, collectively; and “Party” means a Pueblo Party, County, or Authority, individually.

L. “Party Director” means the County Commissioner Director appointed by the County and the Director appointed by each Pueblo Party.

M. “Pueblo Water Facility” has the same meaning as set forth in Section 1.13 of the Cost-Sharing Agreement.

N. “Regional Water System” means the system defined in Section 602(18) of the Act.

O. “Service Area” means the area to be served by the Regional Water System, including the County Distribution System and Pueblo Water Facilities.

P. “Settlement Agreement” means that certain Settlement Agreement dated April 19, 2012, and signed by the Parties on March 14, 2013, in the Aamodt Case.

ARTICLE 2 – AUTHORIZATION: FORMATION

Pursuant to the provisions of the Joint Powers Agreements Act (Section 11-1-1 through 11-1-7 NMSA 1978), the Parties hereby create the Authority, a legal entity, separate and distinct from the Parties, organized and empowered as set forth herein.

ARTICLE 3 - PURPOSES

A. The Authority is organized for the purposes of:

1. Providing a firm and reliable water supply for domestic, municipal, industrial, irrigation, commercial and all other approved uses throughout the areas served by the Regional Water System, regardless of jurisdictional boundaries, and as otherwise authorized by the Act;

2. The construction, management, ownership, operation and maintenance of diversion, collection, treatment, storage, and transmission facilities as well as all related real and personal property, facilities and equipment as may be reasonably necessary to achieve the purposes of and discharge the powers of the Authority; and

3. Providing service throughout the areas served by the Regional Water System, pursuant to Section 2.5.4 of the Cost-Sharing Agreement.

B. The purposes of the Authority shall be broadly interpreted to include all things necessary to carry out the intent of, and to implement and utilize the rights of the Parties under this Agreement, the Settlement Agreement, the Cost-Sharing Agreement, the Operating Agreement, and the Act.

ARTICLE 4 – DURATION

This Agreement shall continue in full force and effect unless terminated pursuant to Article 24.

ARTICLE 5 - POWERS

To the extent consistent with and subject to the Settlement Agreement, the Cost-Sharing Agreement, the Act, and the Operating Agreement, the Authority is empowered and authorized:

A. To own, construct, operate, manage, replace, repair, and maintain all facilities, equipment, and infrastructure of the Regional Water System, wherever located; provided, however, that the County Distribution System and Pueblo Water Facilities shall remain the separate property of the County and respective Pueblo;

B. To own, construct, operate, manage, replace, repair, and maintain all facilities, equipment, and infrastructure of wastewater collection and treatment systems, wherever located; provided, however, that each Party must separately authorize the provision of wastewater services within its jurisdiction.

C. To own, acquire, and dispose of real property and interests therein, as is reasonably necessary, desirable, and appropriate for the accomplishment of its purposes and the exercise of its powers;

D. To bill and collect payments from all customers served by the Regional Water System wherever located, or to bill and collect payments from the Parties, or both, as may be provided in the Operating Agreement; provided, however, that any billing of and collection from a water customer served from the County Distribution System must conform to policies of the County and any billing of and collection from a water customer served from a Pueblo Water Facility must conform to policies of the applicable Pueblo;

E. To establish policies and enforcement mechanisms for delivery and use of water, provided that any suspension of service to a water customer served from the County Distribution System must conform to policies of the County and any suspension of service to a water customer served from a Pueblo Water Facility must conform to policies of

the applicable Pueblo;

F. To establish policies and enforcement mechanisms with respect to use by Parties in excess of their allocation;

G. To make expenditures, incur debt and to pledge, assign or lease as security or otherwise grant security interests in any or all of the Authority's assets for the purpose of financing construction, maintenance, replacement, improvements, and expansion of the facilities of the Authority and to otherwise carry out the purposes of the Authority;

H. To provide services to others and lease to others any of the Authority's assets;

I. To open and maintain bank accounts, and to invest the Authority's funds, for its benefit, to the extent and in the manner that County funds may be invested under New Mexico law;

J. To sell any of the Authority's assets deemed by the Board to be unnecessary, excess, obsolete, or scrap;

K. To employ and enter into contracts with others to perform functions consistent with the Authority's purposes and powers as set forth herein;

L. To apply for and to receive grants, appropriations, or other funds;

M. To provide for retirement, insurance, and other benefits for its employees;

N. To sue and be sued in any court of competent jurisdiction in accordance with and to the extent allowed by applicable law, including, without limitation, the New Mexico Tort Claims Act, Sections 41-4-1, *et seq.*, NMSA 1978; and

O. To do any and all other lawful things consistent with its purposes and powers

as set forth herein; provided that none of the revenues of the Authority shall inure to the benefit of any individual or entity, except as compensation for services rendered or payment for goods, property or legal rights, or reimbursement of expenses.

ARTICLE 6 - BOARD OF DIRECTORS

A. Composition and Appointment. The business and affairs of the Authority shall be controlled by the Board, which shall be composed of seven (7) directors. Each Party other than the County shall appoint one director. The County shall appoint three directors, a County Commissioner Director and two County Customer Directors. The County's County Commissioner Director shall be the County Commissioner for District 1; provided, however, that a majority of the Board of County Commissioners of the County may vote to appoint another County Commissioner as the County's County Commissioner Director. The County's alternate County Commissioner Director shall also be a County Commissioner. The Board of County Commissioners of the County shall also appoint two County Customer Directors, each of whom (i) ~~must either currently be served by the County Distribution System or could be served by the County Distribution System under the Act cannot reside on Pueblo Land, as defined in the Act;~~ (ii) ~~cannot hold another elected or appointed position with or be employed by a Party, a Party's company, or a Party's instrumentality;~~ and (iii) ~~must be a resident of the Service Area for at least five (5) years immediately prior to appointment to the Board and continuously throughout the County Customer Director's term as director.~~ Except as provided in the previous three sentences, each Party shall establish its own qualifications for directors and alternate directors.

Comment [SFC1]: To broaden the pool of potential directors to include all potential customers of the County Distribution System and avoid potential failure of appointment due to the potential applicant pool being too small.

Comment [SFC2]: To avoid actual or apparent conflicts of interest. This would apply uniformly to all Parties, such that a County employee could not be appointed as a Customer Director.

Comment [SFC3]: Existing requirement with clarification that residency must be continuous.

No director shall attempt to control or influence the Authority except through the official actions of the Board.

B. Terms of Directors. The term of each Party Director shall be indefinite or as otherwise determined by the Party appointing that director. A Party Director shall continue to serve after expiration of the Party Director's term until a successor has been appointed. Each director shall serve at the pleasure of the Party that appointed the director and may be replaced at any time by formal action of the appointing Party. The two County Customer Directors shall serve two year terms, except initially one director shall serve a one year term. Upon the expiration of the County Customer Directors' terms, either two year or one year, the Board of County Commissioners shall appoint or reappoint a County Customer Director that meets the qualifications established in subsection A. A director shall be deemed to have resigned upon missing three consecutive duly called meetings of the Board. The General Manager shall give written notice of such resignation to the Board and to the Party that appointed such director. The Party shall appoint a replacement director or alternate director within thirty (30) days of such resignation notice. If a County Customer Director has been deemed to have resigned pursuant to this subsection or otherwise resigned or vacated office, the vacancy shall be filled for the unexpired term by appointment by the Board of County Commissioners of the County.

C. Officers. Officers of the Board shall consist of a Chairperson and Vice-Chairperson. Except for the first Chairperson and Vice-Chairperson, the terms of the offices of Chairperson and Vice-Chairperson shall be for one year, from February 1 until January 31

the following year unless otherwise determined by the Board. The terms of the first Chairperson and Vice-Chairperson shall end on January 31 of the year following the year in which their terms begin. The offices of Chairperson and Vice-Chairperson shall rotate every year among the Party Directors. At the first meeting of the Board, one Party Director from each Party shall draw from a hat numbers to determine the order in which the offices of Chairperson and Vice-Chairperson shall rotate among the Party Directors. Should the Chairperson and Vice-Chairperson be absent from a meeting, the directors (or their alternates) in attendance shall elect a director to serve as Chairperson at the meeting. The officers shall perform the following respective functions:

1. **Chairperson.** The Chairperson shall preside over all meetings of the Board, shall execute documents and agreements on behalf of the Authority as authorized by the Board, and shall otherwise represent the Board, as authorized by the Board.

2. **Vice-Chairperson.** The Vice-Chairperson shall act in place of the Chairperson in the event of the Chairperson's absence or disability.

D. Alternate Directors. Each Party may, in addition to appointment of a regular Party Director, appoint one alternate director. The Board of County Commissioners of the County may appoint one (1) alternate Customer Director meeting the requirements for County Customer Directors established in Paragraph A of this Article. Alternate directors shall serve and act in the absence or incapacity of the Parties' ~~regular Party Director~~ director for whom they are an alternate and, when so acting, shall have all the powers, duties and responsibilities of the regular ~~Party Director~~ director; provided, however, that an alternate director shall not

assume the office of Chairperson or Vice-Chairperson. Alternate directors may attend all meetings of the Board and may participate in discussions of the Board but may vote only in the absence or incapacity of the regular Party Director.

E. Compensation and Expenses. The Authority shall not pay directors salaries or other compensation for their service as directors or expenses associated with such service, such as per diem or mileage. Each Party shall develop compensation and expense reimbursement policies for its directors and shall be solely responsible for paying any compensation and reimbursing any expenses due under those policies for its director and alternate.

F. Board Meetings. The Board shall meet monthly or as may be determined by the Board at publically accessible and convenient locations within the Pojoaque Basin, and at times as shall be determined by the Board. Special meetings of the Board may be called by the Chairperson or upon the written request of two or more directors on ten days' notice to the directors. Emergency meetings called to address emergency matters, as defined in the New Mexico Open Meetings Act, Chapter 10, Article 15, may be called upon not less than one day's notice; provided, however, that an emergency meeting may be called on less than one day's notice if at least one Party Director or alternate Party Director appointed by each Party and one Customer Director or alternate Customer Director will be present at the emergency meeting. Directors may attend Board meetings by telephone or video conference, in accordance with policies to be established by the Board. Board meetings shall be in compliance with the New Mexico Open Meetings Act and in accordance with Robert's Rules

of Order. Notice of the meeting, the meeting agenda, and, to the extent available, meeting material in the form of a packet shall be sent before each meeting to every director.

G. Quorum; Special Majority Required. A quorum for the conduct of business at any meeting of the Board shall be four (4) directors, present either in person or by telephone or video conference except that at least one director must be present in person at a meeting place announced to the public. Each director shall have one vote. Voting by proxy is prohibited; provided, however, that an alternate director serving in place of an absent director shall not constitute proxy voting. Except as provided in Section 6.H, the action of a majority of the directors present at a meeting at which a quorum is present shall constitute the official action of the Board, except that affirmative votes by the Party Directors appointed by Pueblo de San Ildefonso and the County shall be required for any of the following actions:

1. to approve the annual budget and any budget amendments of the Authority; provided that in the event that an annual budget is not approved, the prior year's budget shall be implemented without the need for further action by the Board;

2. to hire or terminate or enter into, modify, or terminate the contract for the General Manager of the Authority;

3. to approve delegation of any power of the Authority;

4. to borrow money in an amount in excess of \$125,000 or to convey, pledge, or encumber any of the Authority's assets; and

5. to enter into, terminate or modify the System Operator Agreement, the Fiscal Services Agreement, or any contract for an amount greater than \$125,000, exclusive of

applicable gross receipts tax or governmental gross receipts tax, with an entity that is not a Party or entity controlled by a Party.

The Board may not engage in any activities that practically constitute a single undertaking in two or more segments or phases for the purpose of avoiding the necessity of approval by a special majority under Subsections 4 and 5 above.

H. Contract Party or Affiliated Entity. Notwithstanding Section 6.G, no director may vote to enter into, modify, assign, or terminate a contract between the Authority and the Party that appointed that director. Any action to enter into, terminate, assign, or modify any contract with a Party or an entity controlled by a Party shall require the affirmative vote of Party Directors appointed by the other four (4) Parties.

I. Duties. The Board shall manage and oversee the Authority to assure that the Authority carries out its duties and exercises its powers in accordance with this Agreement, the Settlement Agreement, the Cost-Sharing Agreement, the Operating Agreement, the Act, and all other applicable laws and agreements; adopt, and from time to time amend, the Authority's policies, By-Laws, and Rules and Regulations as it deems necessary to conduct the affairs of the Authority; approve or disapprove any and all acquisitions, dispositions, or the pledging of real property or interests therein by the Authority; approve or disapprove all Authority contracts, including contracts with consultants, engineers, legal counsel, and for other services but excluding employment contracts delegated to the General Manager; and to exercise or delegate the powers of the Authority and duties of the Board in accordance with this Agreement.

J. Committees. The Board may establish such advisory committees of the Board as it deems appropriate. Any action proposed by a committee shall be advisory only unless and until presented to and approved by the Board. Notice and conduct of such advisory committee meetings shall be in compliance with the New Mexico Open Meetings Act.

ARTICLE 7 – GENERAL MANAGER AND OTHER AUTHORITY EMPLOYEES

A. The Authority shall hire and set compensation for a General Manager and such other employees as the Board deems necessary and that are within the Authority’s approved budget. The General Manager shall report solely to the Board and be an at will employee who serves at the pleasure of the Board. The Board shall have supervisory authority over the General Manager and shall have the sole right to make any necessary personnel decisions concerning the General Manager.

B. The General Manager shall have the following duties: oversee and manage the Authority’s day-to-day affairs; hire, supervise, discipline, and fire employees of the Authority consistent with the personnel policies adopted by the Board, and with the employment preferences benefiting members of the San Ildefonso Pueblo and other Party-Pueblos in accordance with Section 3.4 of the Cost-Sharing Agreement; manage and assist in negotiating all Authority contracts (including the Fiscal Services Agreement and System Operator Agreement); and perform such other duties and tasks as the Board may from time to time delegate to the General Manager.

C. All other employees of the Authority shall report to the appropriate supervisory level designated in the organizational chart and have such duties as may be assigned by the supervisor or the General Manager.

ARTICLE 8 – PROCUREMENT; EMPLOYMENT PREFERENCES; TAXES

A. The Authority shall procure goods and services in accordance with the New Mexico Procurement Code, NMSA 1978, Section 13-1-1 et seq.

B. Pursuant to Section 3.4 of the Cost-Sharing Agreement, to the extent authorized by law, the Authority shall provide an employment preference to qualified members of the San Ildefonso Pueblo community, with second priority provided to members of the other Pueblo Parties, for construction, operation and maintenance of facilities located within San Ildefonso Pueblo.

C. **Taxes, Fees, and Special Assessments.** Neither the Authority nor any of the Parties may impose any taxes, fees, or special assessments on water produced or services or activities undertaken by the Authority for delivery to the Parties, unless the tax, fee, or special assessment is specifically authorized in the Operating Agreement.

This section does not prohibit any taxes, fees, or special assessments imposed by a Party in connection with the sale of water by that Party to the Party's customers.

ARTICLE 9 – FINANCIAL ACCOUNTABILITY

A. As provided in NMSA 1978, Section 11-1-4 (as amended), the Authority shall be strictly accountable for all receipts and disbursements, and shall maintain adequate, complete, and correct records and statements pertaining to receipts, disbursements, and all

other financial matters.

B. Each year, the Board shall cause an annual audit of the Authority's finances to be performed in accordance with the New Mexico Audit Act, NMSA 1978, Sections 12-6-1 through 12-6-14, and implementing regulations; the audit shall be provided to each Party and shall be made available to the public.

C. Upon reasonable notice, the records and statements prepared by the Authority shall be open to inspection at any reasonable time by the Parties, their accountants, and agents and Board directors and their alternates.

D. The Authority shall prepare and present such reports as may be required by law, regulation, or contract to any governmental agency, and shall also render to the Parties, at reasonable intervals, such reports and accounting as the Parties may from time to time request.

ARTICLE 10 – FISCAL AGENT

A. The Authority and County shall endeavor to enter into a Fiscal Services Agreement for the County to serve as Fiscal Agent to provide procurement, payroll, financial and accounting, record keeping, and other fiscal and administrative services as determined by the Board and the County. After expiration or termination of the Fiscal Services Agreement with the County or in the event the Authority and County do not enter into a Fiscal Services Agreement, the Authority may affirmatively resolve to be its own Fiscal Agent, in whole or in part, or may enter into a Fiscal Services Agreement with one of the Pueblo Parties or another entity, as determined by the Authority.

B. The Fiscal Services Agreement with the County may be terminated pursuant

to Section 6.H, or pursuant to the terms of the Fiscal Services Agreement; provided, however, that the Fiscal Services Agreement shall provide that the Agreement shall not terminate on less than one (1) year's written notice, except for the material breach thereof; and provided further that, if the Authority terminates the Fiscal Services Agreement with the County for convenience and does not affirmatively resolve to be its own Fiscal Agent, the termination shall not go into effect until a new Fiscal Services Agreement is approved pursuant to Section 6.G.5 and the successor Fiscal Agent is ready, willing, and able to perform its duties under the Agreement. Upon providing or receiving notice of the intent to terminate, the Board shall exercise diligence in identifying and contracting with a new Fiscal Agent. Except as provided above, in the event the Fiscal Services Agreement terminates before a new Agreement is in place, the Board shall act as Fiscal Agent in the interim.

C. The Fiscal Agent shall manage all revenues, maintain all accounts, and receive and disburse all funds on behalf of the Authority, at the direction of the Board. The Fiscal Agent and the Authority may contract for additional services. In performing any procurement services, the Fiscal Agent shall abide by Section 3.4 of the Cost- Sharing Agreement, which requires that, to the extent authorized by law, the Authority provide an employment preference to qualified members of the San Ildefonso Pueblo, with second priority provided to members of the other Pueblo Parties, for construction, operation and maintenance of facilities located within San Ildefonso Pueblo.

D. The Fiscal Agent shall be entitled to reasonable compensation for fulfilling the duties required herein, as provided in the Fiscal Services Agreement.

E. The funds of the Authority shall be held by the Fiscal Agent in one or more separate accounts and shall not be co-mingled with funds of any of the Parties to this Agreement or third parties. All contributions of and other payments by the Parties shall be initially deposited directly into a general fund created by the Fiscal Agent for the Authority.

ARTICLE 11- ANNUAL BUDGET AND FINANCIAL PROVISIONS

A. Each Party shall contribute its share of the amount necessary to meet the Authority's operating expenses and reserve fund requirements. Pursuant to paragraph 2.5.7 of the Cost-Sharing Agreement and Section 612 of the Act, the basis for each Party's contribution shall be set forth in the Operating Agreement to be executed by the Parties.

B. The Authority's operations and expenses shall be in compliance with an annual budget for each fiscal year beginning July 1 and ending June 30. The fiscal year shall be cited by the calendar year in which the fiscal year ends; e.g., the fiscal year beginning on July 1, 2016, and ending on June 30, 2017, shall be Fiscal Year 2017. The annual budget shall include all expenses necessary to operate, manage, and maintain the Regional Water System and to maintain reserve funds at target levels.

C. No later than five months prior to the beginning of the next fiscal year, the Board shall consider and approve the annual budget for the next fiscal year, which shall be sufficient to cover all annual expenses and required reserves of the Authority. At least one month prior to the Board's consideration, the General Manager shall prepare, submit to the Board, and provide a copy to each Party a detailed proposed budget for the Board's consideration, including a calculation of each Party's proportionate contribution in accordance

with the Operating Agreement. The General Manager shall prepare the proposed budget after consulting with the Parties. The Parties may provide written comments on the General Manager's proposed budget to the Board, copies of which shall be provided to the General Manager and the other Parties. The Board shall thereafter approve and adopt a budget after considering the written and oral comments of the General Manager and the Parties, making such changes to the General Manager's proposed budget as the Board deems appropriate. In the event that the annual budget is not approved prior to commencement of the fiscal year, the prior year's budget shall constitute the budget for the fiscal year without further action of the Board until such time as the Board adopts a budget for the fiscal year. By the beginning of each fiscal year, each party shall (i) appropriate adequate funds to meet its financial obligations to the Authority as reflected in the Authority's budget for the fiscal year or (ii) give notice to the Authority and other Parties that it has failed to do so.

D. The Authority may invest its funds only in accordance with any applicable laws of the State of New Mexico governing the investment of public funds.

E. No Party shall have any liability for the debts or other obligations of the Authority or another Party unless there is an express written agreement to incur such liability accompanied by a lawful appropriation and written waiver of sovereign immunity.

F. The Authority shall maintain the following reserve funds:

1. a Repair and Replacement Fund in an amount determined by the Board to be adequate, which shall be utilized to repair and replace obsolete, worn out, or unusable equipment of the Authority;

2. an Emergency Fund in an amount determined by the Board to provide immediate resources for unforeseen infrastructure failures or other emergencies;

3. an Operational Stability Fund, which shall no later than the twentieth anniversary of the first approved annual budget (and thereafter) have on deposit an amount no less than one-year's operating costs or such greater amount as may be established by the Board, to provide funds in the event of a revenue shortfall or significant increase in expenses. However, the existence and use of the Operational Stability Fund shall not relieve a Party of its obligations to provide funding to the Authority or preclude the Authority or other Parties from pursuing available remedies against a Party that breaches its obligation to provide funding. If the Board authorizes use of the Operational Stability Fund such that the balance in the fund is less than the required amount, it shall establish a schedule for restoring the fund to the required amount. As used in this subparagraph, one-year's operating costs means the five year rolling average operating costs of the Authority calculated using costs from its annual audit; and

4. such other reserve funds as may be required under the Operating Agreement to assure that dependable and reliable service is maintained throughout the areas served by the Regional Water System.

G. The Authority or its Fiscal Agent shall, in accordance with generally accepted accounting principles and all laws applicable to public money and accounts, maintain adequate and correct accounts of its funds, properties and business transactions. Upon reasonable notice and in accordance with applicable law, the accounts shall be open to inspection at any reasonable time by directors, alternate directors, and the Parties, their accountants, or their

agents.

ARTICLE 12- REGIONAL WATER SYSTEM OPERATOR

A. The Authority and County shall endeavor to enter into a System Operator Agreement for the County to serve as System Operator and be responsible for the operation, maintenance, replacement, and repair of the Regional Water System. The first System Operator shall cooperate with the U.S. Bureau of Reclamation in training and certification of employees to achieve a smooth transition for operating the Regional Water System. The County as System Operator shall be entitled to compensation from the Authority to cover all of the County's direct and indirect costs of operating the Regional Water System, as provided in the System Operator Agreement and the Authority's approved budget.

B. The System Operator Agreement with the County (and any other System Operator Agreement) shall provide that it cannot be terminated by either the Authority or the System Operator on less than two (2) years' notice except for the material breach thereof; and provided further that, if the Authority terminates the System Operator Agreement with the County for convenience and does not affirmatively resolve to be the System Operator, the termination shall not go into effect until a new System Operator Agreement is approved pursuant to Section G(5) of Article 6 and the successor System Operator is ready, willing, and able to perform its duties under the Agreement. In the event the Authority provides or receives notice of intent to terminate the System Operator Agreement, the Authority shall exercise diligence in identifying and contracting with a new System Operator. Except as provided above, in the event the System Operator Agreement terminates before a

new Agreement is in place, the Authority shall be responsible for operating the Regional Water System.

C. System Operator Agreements shall provide employment preferences in accordance with Section 3.4 of the Cost-Sharing and System Integration Agreement, which requires that, to the extent authorized by law, employment preferences be given to qualified members of the San Ildefonso Pueblo community, with second priority provided to members of the other Pueblo Parties, for construction, operation and maintenance of facilities located within San Ildefonso Pueblo

D. After expiration or termination of the System Operator Agreement with the County, the Authority may affirmatively resolve to be its own System Operator, in whole or in part, or may enter into a System Operator Agreement with one of the Pueblo Parties or another entity, as determined by the Authority.

ARTICLE 13 – PUBLIC RECORDS

A. All documents of the Authority within the definition of “public records” set out in NMSA 1978, Section 14-3-2(G), as such may be amended or recompiled from time to time, shall be retained as public records in accordance with state law and shall be subject to inspection to the extent provided in the New Mexico Inspection of Public Records Act, NMSA 1978, Chapter 14, Article 1, as such may be amended or recompiled from time to time. The services provided by the Fiscal Agent under the Fiscal Services Agreement and the System Operator under the System Operator Agreement shall include compliance with the Inspection of Public Records Act on behalf of the Authority with respect to public records of the

Authority within the Fiscal Agent's or System Operator's custody.

B. For each Board meeting, the meeting agenda, minutes, and meeting material shall be posted on the Authority's website in compliance with the New Mexico Open Meetings Act and for a minimum of two years after the date of the meeting. Until such time as the Authority has a website, the County agrees to create and maintain an Authority webpage on its website, on which it shall post the Authority's meeting materials as provided in the previous sentence.

ARTICLE 14 – COOPERATION, ACCESS, EASEMENTS, COUNTY INTERIM USE

A. The Parties agree to cooperate to assure consistent, reliable and continuous service and operation throughout the areas served by the Regional Water System. To assure such service and operation, the Parties hereby grant the Authority (including its employees, contractors, and agents) the right to enter upon the lands of the Parties within rights-of-way established for the Regional Water System and through reasonable access routes designated by the Pueblo or County for use by the Authority to access such rights-of-way, including lands held in trust by the United States, as may reasonably be necessary or appropriate to operate the Regional Water System, including for purposes of maintaining, repairing, or replacing infrastructure and equipment, operating heavy machinery and maintenance vehicles, reading meters, and commencing or terminating service, provided that prior to entry onto a Party's lands, notice as is reasonable and practicable under the circumstances shall be given to the representative of the Party designated in writing by that Party to the Authority and prior to entry onto that Pueblo's lands in compliance with that Pueblo's access protocols.

B. The Parties agree to cooperate to encourage and facilitate customer connections to the Regional Water System. The Parties shall grant such rights-of-way and easements (collectively, "easements") as may reasonably be necessary for customers to connect to the Regional Water System, both as constructed by the U.S. Bureau of Reclamation and as the System may be extended in the future by the Authority or, with respect to the County Distribution System, the County. In consideration of the Parties' mutual obligations under this Agreement, the Cost-Sharing Agreement, and the Operating Agreement, and the mutual benefits to be derived from expanding the Regional Water System to increase the customer base, the Parties shall grant such easements for so long as needed for the Regional Water System, at no cost and the Pueblos each agree to consent to the grant of such easements by the Secretary of the Interior in compliance with the Act of June 7, 1924 (43 Stat. 636), the Act of February 5, 1948 (61 Stat. 17; 25 U.S.C. §§ 323-328) and 25 C.F.R. Part 169, provided that each Pueblo retains the right to determine the exact location on its land, such location to be a reasonable one, and reasonable mitigation requirements for easements determined to be necessary for the benefit and use of and by the Authority.

C. The Parties shall cooperate in facilitating interim uses by the Parties of any unused capacity in the Regional Water System upon written request and approval of the Party or Parties wishing to provide or take water for interim use. The Authority shall approve such interim uses by the Parties contingent solely on the requirement that such use shall be authorized and carried out in accordance with a permit issued by the New Mexico State Engineer. Pursuant to Sections 612(c)(2)(C) and (D) of the Act, the Parties agree that the

Operating Agreement will require such approval by the Authority.

D. To the extent that additional authorization is required to provide the right of entry to the Authority, grant the easements, or approve of interim uses required under Sections A, B and C of this Article, respectively, the Parties shall cooperate in obtaining such authorizations and shall execute such additional agreements or instruments as may reasonably be necessary or appropriate.

ARTICLE 15 - LIMITED WAIVER OF SOVEREIGN IMMUNITY

A. By entering into this Agreement, no Party waives, relinquishes or limits its sovereign immunity, except as expressly provided in Article 19 of this Agreement. Nothing in this Agreement shall be construed as a waiver, express or implied, of the sovereign immunity of the Pueblo de San Ildefonso, the Pueblo of Pojoaque, the Pueblo of Nambé, or the Pueblo of Tesuque except as expressly provided in Article 19.

B. By entering into this Agreement, none of the Parties shall be responsible for liability incurred as a result of the Authority's or another Party's acts or omissions.

C. Any liability incurred by the Authority is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, *et seq.*, NMSA 1978, as amended.

D. This Agreement does not modify, in any way, the Parties' liabilities or sovereign immunity as to third parties, which is governed by federal and state law, including the New Mexico Tort Claims Act. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

E. All agreements entered into by the Parties to effectuate the Settlement Agreement, Cost-Sharing Agreement, and this Agreement shall contain dispute resolution provisions and limited waivers of sovereign immunity substantially the same as those contained in Article 19 of this Agreement.

ARTICLE 16 – DIRECTOR AND OFFICER LIABILITY; INDEMNITY

A. The officers and directors of the Board shall be immune from any liability to third-parties for their actions as directors or officers and the actions or omissions of the Authority or any director, officer or employee thereof, to the fullest extent permitted by federal and state law, including the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1 *et seq.*, as amended, recompiled, or replaced.

B. To the extent required by NMSA 1978, Section 41-4-4, the Authority shall provide a defense to its public employees, as defined in NMSA 1978, Section 41-4-3(F), and shall pay any award, settlement, or final judgment against its public employees.

C. With respect to claims and other matters for which a defense and payment of awards, settlements, and final judgments are not required by NMSA 1978, Section 41-4-4, the Authority may indemnify its officers and directors for personal liability and for reasonable expenses, costs and attorney's fees incurred in connection with the defense of any action, suit or proceeding, civil or criminal, to which any of them might be made a party by reason of being or having been a director or officer acting in good faith, to the fullest extent permitted by applicable law.

D. The indemnification provided for in Section C of this Article 16 is not self-

executing and does not independently provide officers and directors with the right to indemnification. Indemnification shall only be provided and be available pursuant to policies and procedures adopted by the Board, which shall include notice requirements as well as the right of the Authority (or its insurance carriers) to control the defense and resolution of claims brought against officers and directors.

ARTICLE 17 – INSURANCE

A. The Authority shall obtain and carry public liability insurance coverage consistent with its responsibilities as a public entity under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1 *et seq.* Public liability insurance shall provide occurrence-based coverage of a combined single limit of no less than \$1,000,000 insuring against loss from public liability, including coverage for contractual, crime and automobile liability and other appropriate coverage.

B. The Authority may purchase additional insurance for the directors and officers of the Board and the Authority against any suit which may be brought against them in connection with their duties under this Agreement.

C. The Authority shall carry and maintain fire and extended insurance coverage on all Authority buildings, structures and improvements, and on upon all of the contents and other personal property.

D. The Authority shall also carry and maintain workers' compensation insurance (or create and administer a program of self-insurance approved by the Director of the Workers' Compensation Administration) in accordance with the New Mexico Worker's Compensation

Act, NMSA 1978, Sections 52-1-1 et seq., if applicable.

E. The Authority shall also provide a health insurance plan and other benefits as necessary or appropriate for the General Manager and any other employees of the Authority.

F. The expense of obtaining and maintaining the required insurance, along with the expense of all employee benefits, shall be included in the annual budget of the Authority.

G. The insurance provided for under this Article shall be maintained in full force and effect throughout the duration of this Agreement. Except for workers' compensation insurance, insurance coverage required under this Article shall be obtained from a reliable insurance company or companies. A copy of any insurance policy shall be provided to any Party at the Party's request.

H. The insurance coverage required by this Article may be secured by the Fiscal Agent if authorized by the Fiscal Services Agreement.

ARTICLE 18 – NO THIRD-PARTY BENEFICIARY

This Agreement does not create, and the Parties to this Agreement do not intend to create, in the public, any member thereof, or any person or other entity, any rights whatsoever, such as, but not limited to, the rights of a third-party beneficiary, or to authorize anyone not a party to this Agreement to maintain a suit for any claim whatsoever pursuant to the provisions of this Agreement.

**ARTICLE 19 – ARBITRATION AND OTHER METHODS OF ALTERNATIVE
DISPUTE RESOLUTION**

A. Subject to Paragraph O of this Article 19, the Parties agree to submit any and all

disputes and controversies among the Parties arising under this Agreement to binding arbitration by a panel of three arbitrators in accordance with the provisions below, including, but not limited to, disputes and controversies as to the existence, construction, validity, interpretation or meaning, performance, non-performance, enforcement, operation, breach, continuance, or termination of this Agreement. The panel of arbitrators shall be comprised of licensed New Mexico attorneys with at least fifteen years of experience practicing in New Mexico. The attorneys shall have no past or current relationship to any Party and shall not have represented any client against any Party.

B. After compliance with subsection O, any Party or combination of Parties may commence arbitration by making a written demand and serving it on the other Parties by certified mail, return receipt requested, on the individuals and at the addresses set forth in or established pursuant to Article 23. The demand shall summarize the matter in controversy, describe the remedy sought, and include the name of at least one proposed neutral arbitrator.

C. Within 30 days after receiving a demand for arbitration, the other Parties shall mail by certified mail, return receipt requested, a written answer to the demanding Party, either individually or jointly with other Parties, stating their position on the matter in controversy and naming at least one neutral arbitrator. Any Party that fails to provide a timely written answer shall have conclusively waived its right to participate in the arbitration but shall nevertheless be bound by the final decision of the arbitrators.

D. Within 45 days after the demand for arbitration, the Parties shall confer and attempt to agree on three neutral arbitrators; provided, however, that if the Parties agree only

on two arbitrators, those two arbitrators shall select the third arbitrator in accordance with the requirements of Section A of this Article. If within 60 days after arbitration is demanded the Parties have not agreed on at least two neutral arbitrators, any Party may make application via motion or otherwise request the United States District Court for the District of New Mexico for appointment of a panel of three neutral arbitrators in accordance with NMSA 1978, Section 44-7A-12, 9 U.S.C. Section 5, and this Agreement.

E. The arbitration-related costs and expenses of each Party, including attorney's fees and witness fees, costs, or expenses, shall be borne by that Party and all arbitrators' fees and other expenses shall be borne equally by all the Parties who have determined to participate in the arbitration pursuant to Section (B) of this Article. Neither the arbitrators nor the courts shall have the authority to award reasonable attorney's fees and other reasonable costs or expenses of arbitration or litigation. Nor shall the arbitrators or courts have the authority to award punitive damages or other exemplary relief and any monetary relief awarded against a Party other than the Authority shall be limited to any contribution owed by any Party for its required contribution under Article 11 of this Agreement.

F. The arbitration hearing shall be held at such time and place within the County as designated by the arbitrators on at least 20 days' written notice to the Parties.

G. The award rendered by a majority of the arbitrators appointed pursuant to this Agreement, including an award that quantifies and requires a Party to pay its proportionate contribution under Article 11 of this Agreement pursuant to an approved budget of the Board and lawful appropriations made by the Party, shall be final and binding on all Parties to the

proceeding, and the Parties agree to be bound by such award. The Parties shall comply with such award within thirty (30) days of the date thereof or such other time as the majority of arbitrators may specify.

H. The Parties waive their sovereign immunity only as to suits brought in the United States District Court for the District of New Mexico and only for the limited purposes of: (1) compelling arbitration pursuant to this Agreement; (2) having a panel of three neutral arbitrators appointed pursuant to Section D of this Article; and (3) obtaining judicial declaratory and/or injunctive relief to enforce, confirm, vacate, or modify an award of the arbitrators; provided, however, that if the United State District Court for the District of New Mexico determines that it lacks subject matter jurisdiction or declines to exercise its jurisdiction for any reason, the Parties waive their sovereign immunity so as to allow these same suits to be brought in the First Judicial District Court of New Mexico, Santa Fe County; provided, further, that any reference in this Article 19 to the United States District Court for the District of New Mexico shall be deemed to include the First Judicial District Court of New Mexico, Santa Fe County, in the event the federal court determines that it lacks subject matter jurisdiction or declines to exercise its jurisdiction for any reason. Unless a civil action involving the agreement to arbitrate is already pending, the initial motion to the court for one or more of the purposes specified in this Article shall be served on the other Parties by certified mail, return receipt requested, on the individuals and at the addresses set forth in or established pursuant to Article 23. Attached hereto as Exhibits B through F are Resolutions of the respective governing bodies of the Parties (other than the Authority) approving this Agreement,

including the limited waiver of sovereign immunity provided herein.

I. As to any procedures regarding the conduct of the arbitration that are not specified either in this Agreement or in another written Agreement signed in advance of the hearing, the Parties shall follow the Commercial Arbitration Rules of the American Arbitration Association.

J. Except as provided in Section H of this Article, the Parties expressly waive their right to file suit in federal, state, and tribal court to resolve any dispute or controversy that is subject to arbitration under this Agreement. The Parties stipulate that the arbitration provisions of this Agreement shall be a complete defense to any suit, action, or proceeding instituted in any federal, state, or tribal court or before an administrative tribunal with respect to any dispute or controversy arising during the period of this Agreement and which is arbitrable as set forth in this Agreement.

K. The arbitration provisions of this Agreement shall survive the termination or expiration of this Agreement.

L. Nothing contained in this Agreement shall be deemed to give the arbitrators any authority, power, or right to alter, change, amend, modify, add to, or subtract from any of the provisions of this Agreement.

M. Failure of a Party to arbitrate any dispute pursuant to the procedure set forth herein when a demand to do so has been made by another Party, or the failure of any Party to comply with the arbitration award, shall amount to a material breach of this Agreement.

N. This Agreement shall be subject to the Federal Arbitration Act, 9 U.S.C. Sections 1-16 and the New Mexico Uniform Arbitration Act, N.M.S.A. 1978, Sections 44-7A-1 through 44-7A-22. In the event of a conflict between the two acts, the New Mexico Uniform Arbitration Act shall apply unless the conflict relates to a provision of the New Mexico Uniform Arbitration Act that may be waived or varied by the parties; provided, however, that no Party waives its sovereign immunity from suit in state court except as provided in paragraph H of this Article.

O. Nothing in this Article shall preclude the Parties from resolving any differences that arise through mediation, informal discussion, or other non-binding methods of dispute resolution. As a condition precedent to proceeding to arbitration as set forth above, the parties agree to proceed as follows:

1. The Party or Parties asserting a claim arising under this Agreement shall first serve written notice on the other Parties;

2. The notice shall identify the specific Agreement provision alleged to have been violated or in dispute and shall specify in detail the asserting Party's contention and any factual basis for the claim; and

3. Representatives of the Parties shall meet within thirty (30) days of receipt of notice in an effort to resolve the dispute. If the matter is not resolved to the satisfaction of the Party or Parties asserting a claim within ninety (90) days of the original notice, such Party(ies) may initiate arbitration as provided by this Article 11. The Parties may agree to use a mediator as part of these informal dispute resolution procedures.

P. Nothing contained herein shall be interpreted as constituting a waiver, express or implied, of the sovereign immunity of any Party except as expressly provided in Section H of this Article.

ARTICLE 20 - AMENDMENTS

This Agreement may only be amended by a mutual written agreement of all the Parties. No amendment shall be effective until approved by the New Mexico Secretary of Finance and Administration.

ARTICLE 21 - SEVERABILITY

The provisions of this Agreement shall be interpreted and construed so as to be consistent with all applicable laws. If any part of this Agreement is deemed unlawful, void, voidable, or otherwise unenforceable by a Court of competent jurisdiction, then the remainder of this Agreement shall continue in full force and effect and this Agreement shall thereafter be construed as if such unlawful, voided, or unenforceable provision(s) had never been a part hereof; provided, however, that this Agreement shall terminate if the Agreement, as severed, would violate the requirements of the Act, the Settlement Agreement, or the Cost-Sharing Agreement.

ARTICLE 22 – EFFECTIVE DATE; EFFECT OF AGREEMENT

This Agreement shall be in full force and effect upon execution of this Agreement by all of the Parties and approval by the New Mexico Secretary of Finance and Administration. This Agreement may be executed in counterparts, which shall be effective as if all signatures were affixed to one original document. This Agreement shall be binding upon and

inure to the benefit of the Parties and their respective representatives, successors, and assigns. This Agreement contains the entire agreement between the Parties with regard to the matters set forth herein. In construing or interpreting any ambiguity in this Agreement, no presumption shall be made in favor of, or against, any Party or Parties.

ARTICLE 23 – NOTICES

A. Any notice, demand, request, or information authorized or related to this Agreement shall be deemed to have been given if mailed by certified or registered mail, return receipt requested, hand delivered, or faxed as follows:

To The County: Santa Fe County Utilities Director
Santa Fe County
PO Box 276
Santa Fe, New Mexico 87504
Phone: 505.992.9870
Fax: 505.992.3028

With A Copy To: County Manager
Santa Fe County
P.O. Box 276
Santa Fe, New Mexico 87504
Phone: 505.986.6200
Fax: 505.986.6362

County Attorney
Santa Fe County
P.O. Box 276
Santa Fe, New Mexico 87504
Phone: 505.986.6279
Fax: 505.986.6362

To Pueblo of Nambe : Pueblo Governor
15A NP 102 West
Santa Fe, New Mexico 87506
Phone: 505.455.2036
Fax: 505.455.2038

With A Copy To: McElroy, Meyer, Walker & Condon, P.C.
1007 Pearl Street, Suite 220
Boulder, Colorado 80302
Phone: 303.442.2021
Fax: 303.444.3490

To Pueblo of Pojoaque: Pueblo Governor
78 Cities of Gold Road
Santa Fe, New Mexico 87506
Phone: 505.819.2276
Fax: 505.819.2299

With A Copy To: Chief General Counsel
Pueblo of Pojoaque
Legal Department
58 Cities of Gold Rd., Suite 5
Santa Fe, New Mexico 87506
Phone: 505.819.2254
Fax:

To Pueblo de San Ildefonso: Office of Governor
02 Tunyo Po
Santa Fe, New Mexico 87506
Phone: (505) 455-2273
Fax: (505) 455-7351

With A Copy To: Realty Department
02 Tunyo Po
Santa Fe, New Mexico 87506
Phone: 505.455.4138
Fax: 505.455.4163

Chestnut Law Offices, P.A.
121 Tijeras Ave. NE, Suite 2001
Albuquerque, New Mexico 87102
Phone: 505.842.5864
Fax: 505.843.9249

To Pueblo of Tesuque Pueblo Governor
Route 42, Box 360T
Santa Fe, New Mexico 87506

Phone: 505.955.7732
Fax: 505.955.2331

With A Copy To: _____

Phone:
Fax:

To the Authority: To the person(s) and at the address(es) or fax number(s) established pursuant to subparagraph D of this Article.

B. Notice shall be deemed to have been given based upon the method of delivery, as follows: notices sent by facsimile or hand delivered shall be deemed given on the date of delivery, as evidenced, with respect to facsimile delivery, by a printout showing successful transmission of all pages included in the notice; notices sent by mail shall be deemed given three business days after the notice is mailed with postage prepaid.

C. A Party may change the persons to whom or addresses or fax numbers at which notice shall be given by giving all other Parties and the Authority notice of the change in accordance with this Article.

D. The Authority shall establish, and may change, the persons to whom and addresses or fax numbers at which notice shall be given to it by giving all Parties notice in accordance with this Article.

ARTICLE 24 - TERMINATION

A. The Parties may terminate this Agreement only upon satisfaction of all of the following conditions:

1. written approval by the governing body of each Party; and
2. approval by an Act of Congress or if one or more of the conditions precedent set forth in Section 623 of the Act have not been fulfilled by the applicable deadline set forth therein.

B. If this Agreement is terminated as provided for herein and in accordance with the Operating Agreement, the powers granted under this Agreement shall continue to the extent necessary to wind down the affairs of the Authority, make an effective disposition of property, provide a full accounting, and distribute surplus funds in proportion to the contributions made.

C. Upon termination of this Agreement pursuant to an Act of Congress, the property of the Authority shall be transferred in accordance with the Act of Congress approving the termination.

ARTICLE 25 – ASSIGNMENT PROHIBITED

No Party shall assign this Agreement or any right or obligation under this Agreement, and any attempted assignment is null and void.

ARTICLE 26 – NON-APPROPRIATION CLAUSE

A. So as to comply with NMSA 1978, Section 6-6-11 (1968) and N.M. Const., art. IX, Section 10, the County's obligations arising under this Agreement in future fiscal years are contingent upon sufficient appropriations and authorizations being made by the Board of County Commissioners of the County. The County is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and

approved for expenditure. The County's decision as to whether sufficient appropriations and authorizations have been made shall be conclusive and binding on the other Parties. This subparagraph A shall not apply to money available to the County as a result of payment received from the United States pursuant to the Act; provided, however, that nothing herein obligates the County to appropriate or expend such money for the initial planning, design, and construction of the Regional Water System.

B. Each Pueblo's obligations arising under this Agreement in future fiscal years are contingent upon sufficient appropriations and authorizations being made by its Tribal Council. Each Pueblo is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure. Each Pueblo's decision as to whether sufficient appropriations and authorizations have been made shall be conclusive and binding on the other Parties. This subparagraph B shall not apply to money available to meet a Pueblo's obligations in the Aamodt Settlement Pueblos' Fund or to money withdrawn from that fund by or otherwise made available to a Pueblo pursuant to Section 615 of the Act.

ARTICLE 27 – COMPLIANCE WITH APPLICABLE LAWS

The Authority shall exercise its powers and conduct its operations in accordance with all laws applicable to the Authority, the Fiscal Agent, and the System Operator.

Signatures below show approval of the terms of this Joint Powers Agreement by each government.

PUEBLO OF POJOAQUE

PUEBLO DE SAN ILDEFONSO

Joseph Talachy, Governor

James R. Mountain, Governor

PUEBLO OF NAMBE

PUEBLO OF TESUQUE

Phillip A. Perez, Governor

Fredrick Vigil, Governor

SANTA FE COUNTY

(name) _____
(title) _____, _____

ARTICLE 14 APPROVED BY THE SECRETARY OF THE INTERIOR

(Signature)

Date

(Print Name)

**APPROVED BY THE NEW MEXICO
SECRETARY OF FINANCE AND ADMINISTRATION**

(Signature)

Date

(Print Name)

(Print Title)

Appendix

An Act

This Act may be cited as "The Claims Resettlement Act of 2010."

**TITLE VI—AAMODT LITIGATION
SETTLEMENT**

**Subtitle A—Pojoaque Basin Regional
Water System**

SEC. 612. OPERATING AGREEMENT.

(a) **IN GENERAL.**—The Pueblos and the County shall submit to the Secretary an executed Operating Agreement for the Regional Water System that is consistent with this title, the Settlement Agreement, and the Cost-Sharing and System Integration Agreement not later than 180 days after the later of—

(1) the date of completion of environmental compliance and permitting; or

(2) the date of issuance of a final project design for the Regional Water System under section 611(b).

(b) **APPROVAL.**—The Secretary shall approve or disapprove the Operating Agreement within a reasonable period of time after the Pueblos and the County submit the Operating Agreement described in subsection (a) and upon making a determination that the Operating Agreement is consistent with this title, the Settlement Agreement, and the Cost-Sharing and System Integration Agreement.

(c) **CONTENTS.**—The Operating Agreement shall include—

(1) provisions consistent with the Settlement Agreement and the Cost-Sharing and System Integration Agreement and necessary to implement the intended benefits of the Regional Water System described in those documents;

(2) provisions for—

(A) the distribution of water conveyed through the Regional Water System, including a delineation of—

(i) distribution lines for the County Distribution System;

(ii) distribution lines for the Pueblo Water Facilities; and

(iii) distribution lines that serve both—

(I) the County Distribution System; and

(II) the Pueblo Water Facilities;

(B) the allocation of the Regional Water System capacity;

(C) the terms of use of unused water capacity in the Regional Water System;

(D) terms of interim use of County unused capacity, in accordance with section 614(d);

(E) the construction of additional infrastructure and the acquisition of associated rights-of-way or easements necessary to enable any of the Pueblos or the County to fully use water allocated to the Pueblos or the County from the Regional Water System, including provisions addressing when the construction of such additional infrastructure requires approval by the Authority;

(F) the allocation and payment of annual operation, maintenance, and replacement costs for the Regional Water System, including the portions of the Regional Water System that are used to treat, transmit, and distribute water to both the Pueblo Water Facilities and the County Water Utility;

(G) the operation of wellfields located on Pueblo land;

(H) the transfer of any water rights necessary to provide the Pueblo water supply described in section 613(a);

(I) the operation of the Regional Water System with respect to the water supply, including the allocation of the water supply in accordance with section 3.1.8.4.2 of the Settlement Agreement so that, in the event of a shortage of supply to the Regional Water System, the supply to each of the Pueblos' and to the County's distribution system shall be reduced on a pro rata basis, in proportion to each distribution system's most current annual use; and

(J) dispute resolution; and

(3) provisions for operating and maintaining the Regional Water System facilities before and after conveyance under section 611(h), including provisions to—

(A) ensure that—

(i) the operation of, and the diversion and conveyance of water by, the Regional Water System is in accordance with the Settlement Agreement;

(ii) the wells in the Regional Water System are used in conjunction with the surface water supply of the Regional Water System to ensure a reliable firm supply of water to all users of the Regional Water System, consistent with the intent of the Settlement Agreement that surface supplies will be used to the maximum extent feasible;

(iii) the respective obligations regarding delivery, payment, operation, and management are enforceable; and

(iv) the County has the right to serve any new water users located on non-Pueblo land in the Pojoaque Basin; and

(B) allow for any aquifer storage and recovery projects that are approved by the Office of the New Mexico State Engineer.

Pojoaque

December 15, 2010 Draft of Changes Being Considered by Commissioner Royal - Board of County Commissioners Appoints One County Commissioner Director and Two County Customer Directors

(d) EFFECT.—Nothing in this title precludes the Operating Agreement from authorizing phased or interim operations if the Regional Water System is constructed in phases.