

**SANTA FE COUNTY**  
**BOARD OF COUNTY COMMISSIONERS**  
**REGULAR MEETING**  
**May 14, 2019**

Anna T. Hamilton, Chair - District 4  
Rudy Garcia - District 3  
Anna Hansen, Chair - District 2  
Ed Moreno - District 5

Henry Roybal, Vice Chair - District 1 [Excused]

SFC CLERK RECORDED 06/13/2019

**SANTA FE COUNTY**

**REGULAR MEETING**

**BOARD OF COUNTY COMMISSIONERS**

**May 14, 2019**

1. A. This regular meeting of the Santa Fe Board of County Commissioners was called to order at approximately 2:03 p.m. by Chair Anna Hamilton 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 Anna Hamilton, Chair  
Commissioner Rudy Garcia  
Commissioner Anna Hansen  
Commissioner Ed Moreno

**Members Excused:**

Commissioner Henry Roybal

**C. Pledge of Allegiance**

**D. State Pledge**

**E. Moment of Reflection**

The Pledge of Allegiance was led by Melodie Montoya-Wiuff, the State Pledge by Beverly Leeds, and the Moment of Reflection by Molly Archuleta of the Public Safety Department.

Commissioner Garcia asked for a moment of silence for the recent passing of his grandfather.

1. **F. Approval of Agenda**

1. **Amendments**

2. **Tabled or Withdrawn Items**

KATHERINE MILLER (County Manager): Madam Chair, I have no amendments to the agenda or tabled or withdrawn items. The final agenda was posted May 7<sup>th</sup> at 3:18 pm and unless any of the Commissioners want to move anything around it is as posted.

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CHAIR HAMILTON: Excellent. Are there any requests to move things at this point?

COMMISSIONER HANSEN: I move to approve the agenda.

COMMISSIONER GARCIA: Second.

CHAIR HAMILTON: Thank you.

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

**1. G. Approval of April 9, 2019 Regular Meeting Minutes**

CHAIR HAMILTON: Any corrections to that?

COMMISSIONER HANSEN: Madam Chair, I have corrections to April 9, 2019 regular meeting minutes and I will give them to the stenographer. So I move to approve with changes.

CHAIR HAMILTON: Thank you.

COMMISSIONER MORENO: I second.

CHAIR HAMILTON: Thank you. I have a motion and a second.

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

**1. H. April 9, 2019 Special Budget Session Minutes**

COMMISSIONER HANSEN: I move to approve the April 9, 2019 Board of County Commissioners special budget meeting minutes.

COMMISSIONER MORENO: Second.

CHAIR HAMILTON: Thank you. I have a motion and a second.

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

**1. I. April 23, 2019 Special Budget Session Minutes**

CHAIR HAMILTON: And finally we have the second special budget meeting minutes from April 23<sup>rd</sup>.

COMMISSIONER HANSEN: I move to approve the April 23, 2019 Board of County Commissioners special budget meeting minutes.

COMMISSIONER MORENO: Second.

CHAIR HAMILTON: I have a motion and a second.

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

- 1. J. Retirement Recognition for Santa Fe County Chief Deputy County Clerk Victoria "Vicki" Trujillo for Her Years of Service as Chief Deputy Clerk in the Santa Fe County Clerk's Office**
- K. Request Approval of a Proclamation Honoring Victoria Trujillo for Her Outstanding Service as Chief Deputy Clerk in the Santa Fe**

**County Clerk's Office** *[Exhibit 1: Staff Report and Proclamation Text]*

CHAIR HAMILTON: This is something very nice that we get to do, although there's always mixed feelings when we're losing somebody out of the family. But this is recognition for our Chief Deputy Clerk Vicki Trujillo who has retired. I was trying to think of something that captured everything in just a few words of how long you've worked and how much you've contributed here and finally made the great decision to retire, except that then we're losing you. So with that little introduction I'll go to Commissioner Hansen because she has a proclamation.

COMMISSIONER GARCIA: Madam Chair, maybe before that if we can have Ms. Vicki come up here to the front, as well as her family, to join her in the front row there, as well as her family, that would be great.

CHAIR HAMILTON: Very good. They were in the second row.

COMMISSIONER HANSEN: We want you in the front row.

COMMISSIONER GARCIA: Especially her son, Mr. Jeff Trujillo, here, who actually retired from the County as well. He started many, many years ago. Welcome back, Jeff.

CHAIR HAMILTON: Definitely welcome.

COMMISSIONER HANSEN: Thank you everybody. Thank you to the Trujillo family for being here. We had a wonderful luncheon beforehand where many people shared many wonderful experiences and I hope that you will share some more experiences after I read this. But with the background and summaries, Santa Fe County Chief Deputy Clerk Victoria "Vicki" Trujillo retired from Santa Fe County on Friday, May 3, 2019 after 12 years of service. She was appointed this position under former County Clerk Valerie Espinoza and was retained by Santa Fe County Clerk Geraldine Salazar.

In her 55-year career Ms. Trujillo devoted herself to public service, first working for 26 years for the Catholic Social Service, a local non-profit, where she connected loving families with infants and babies. Then she worked for 14 years for the State of New Mexico's Children, Youth and Families Department as an intake coordinator with the Children's Mental Health Services Division and as a social worker with the Protective Service Division before joining the County in 2007.

Vicki and her husband Jim celebrated their 55<sup>th</sup> wedding anniversary last month. They raised three sons together and she supported him through 17 years of service as a State Representative in District 45. I would like to read the proclamation that we have all created here. I did not create this by myself. I don't think I could manage that but I have had the input of the County Clerk and many other people in the County to help me. So the Board of Santa Fe County Commissioners, a proclamation honoring Victoria L. Trujillo for her outstanding public service as Chief Deputy Clerk for Santa Fe County.

Whereas, Victoria L. "Vicki" Romero Trujillo was born and raised in Santa Fe County's Pojoaque Valley; and

Whereas, she is the first-born daughter of Alfonso and Trinie Romero and has five siblings; and

Whereas, she earned her high school diploma from the former Santa Cruz High School and attended St. Joseph's College in Albuquerque before becoming the first full-

time female graduate of the College of Santa Fe, earning a bachelor's degree in social work and psychology in 1966; and

Whereas, she married Jim Trujillo on April 18, 1964, with whom she shares her love of public service and with whom she raised their three sons, and who she has supported through 17 years of his service as a State House of Representative of District 45; and

Whereas, she has devoted herself to public service within the State of New Mexico, first by working for the Catholic Social Services, a local non-profit, connecting loving families with infants and babies, for 26 years; and

Whereas, she worked for 14 years for the State of New Mexico's Children, Youth and Families Department as an intake coordinator with the Children's Mental Health Services Division and as a social worker with the Protective Services Division; and

Whereas, in 2007, she was appointed Chief Deputy Clerk for Santa Fe County under former County Clerk Valerie Espinoza, and was retained by Santa Fe County Clerk, Geraldine Salazar until her retirement on May 3, 2019; and

Whereas, in her role as Chief Deputy County Clerk she learned the business of running an elected office in the interest of the public, was indispensable in the operations of the Clerk's Office to ensure that staff were readily available to assist customers, worked with the County Clerk to maintain a high standard of accountability and professionalism in the office, and organized the human resources and personnel process of the County Clerk's Office; and

Whereas, her continuing legacy includes providing advice and guidance to staff regarding development, professionalism and accountability, serving as a resource role model and sharing the knowledge she obtained throughout her diverse and lengthy career.

Now, therefore, be it proclaimed that we, the Board of County Commissioners of Santa Fe County, do hereby honor Victoria L. Trujillo for her outstanding contributions as Chief Deputy Clerk for the County Clerk's Office, devoted public servant and her commitment to professionalism. With that, I would like to have a motion to approve this proclamation.

COMMISSIONER MORENO: I would move this proclamation.

COMMISSIONER GARCIA: Madam Chair, second.

CHAIR HAMILTON: Thank you. So do we want to vote on this first or have "discussion" on it? I'm going to call for some discussion even if there aren't volunteers. So let's do the vote.

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

COMMISSIONER HANSEN: So Madam Chair, I have the honor of knowing the Trujillo Family for a long time and I am honored to know them. When I first got elected – I said this earlier – Vicki was incredibly supportive to me in helping me to understand some of the things that I needed to know about how the County was run and I'm always grateful to her and to Jim for their kindness to me over the years, working with them, working with Jim in the legislature and I kind of consider working with Vicki also. Because I would see her at Democratic Party meetings, and I'm always grateful for their service in the community.

One of the first families that I met when I came to New Mexico 45 years ago were the Trujillos. I knew Norma and Arsenio Trujillo. Norma cut my hair. She was my first hairdresser in New Mexico and as Representative Trujillo says, she cut his hair too.

So we're lucky to have the Trujillos as part of our large, extended family in this community. They have committed themselves to public service in many, many ways and I recognize that as a sacrifice and a gift and so I want to thank them very much and sincerely from my heart for their hard work and thanking Vicki for all the work and dedication she's given to the County. Thank you so much.

CHAIR HAMILTON: Other Commissioners? Commissioner Garcia.

COMMISSIONER GARCIA: Madam Chair, Ms. Trujillo, congratulations on your retirement. I've known your family for a long time since – I know Jeff doesn't smile anymore these days I guess. He's still angry he's retired. But Jeff and I started working at the County many, many years ago and your granddaughter there, actually, I've known her since she was a small, little girl. She used to go to our softball games. But I've known Vicki and Chairman Trujillo for many, many years and congratulations. Public service is a challenging thing that we all do here as elected officials and you did an excellent job serving the public and loyalty in raising your family. Very good job. And as the Commissioner mentioned earlier, supporting the Chairman through the legislative process. You're there and you have his back the entire time. Thank you for serving Santa Fe County and the resident of Santa Fe County and good luck with your next endeavors.

CHAIR HAMILTON: I have to say that it's wonderful to hear what everybody has had to say about you and all the incredible achievements but also the heart that you bring to the County. We've always said it is a family. Manager Miller said that earlier, but that means it's so driven by all the individuals that support each other. There hasn't been a morning from the first day I started that you haven't had some really encouraging and nice things to say. When you hardly knew me at all to when you knew me as well as you get to know people who you get to see every day. But I don't work in the Clerk's Office with you. Although my husband and your sister knew each other since they were kids because they trained together in martial arts. So indirectly I feel like I've known your family for a long, long time.

Are there other people here who would – even though we got to do this at lunch time and it was very, very touching. I would love it if some people would feel free to come up and say things. No matter what, I really want to wish you the best and thank you for all the years of service. And Representative Trujillo together, it's an incredible service to this area. Commissioner Moreno.

COMMISSIONER MORENO: Thank you very much for the opportunity to celebrate the career of a dedicated public servant. I can't say that any other career in public service is the people's business and with such longevity, you really have to do a lot of things in your job and maybe take rolls down the road and with one organization. That's a rare thing a person can do that. Congratulations and as I was saying to Jim Trujillo at lunch, you're going to be very happy in your house from here on out. Congratulations both of you.

GERALDINE SALAZAR (County Clerk): Chair Hamilton and Commissioners, Vicki and Jim especially, I just want everyone to know that I miss Vicki tremendously. I knew eventually we'd be retiring but it was a surprise when she

mentioned to me, the latter part of April that she was ready to retire. I miss her. I appreciate all the hard work, and what's amazing to me is her stamina and her dedication to professionalism and always being there to ensure that the policies and procedures and the operations of the Clerk's Office were there and I could do whatever I needed to do to meet my responsibilities and she was a major part of making sure and communicating with me the operations of the office and making sure that staff were there.

As I mentioned earlier today Vicki flunked retirement twice. She's now on her third retirement and as I mentioned earlier, I don't think she'll mind for me to state that she's 76 years old. And I had told her, I don't think I would last that long, but who knows? I might. But her stamina and her appreciation of every day coming to work. She loved coming to work. She was there and readily available. She's a role model to young people. At a time when a lot of individuals do not understand the importance of a job, of earning an income, the struggles of our economy, and the importance of a work ethic. Vicki is a role model in that area, to understand: take your job seriously. And as she and I would tell our staff when we'd do training or communicate, the County's a great place to work. They have incredible benefits. They offer you administrative leave, comp time, sick leave, bereavement, even probationary employees that are hired on. They receive bereavement pay and they receive a retirement. Those are a lot of – those are the things that you should appreciate when you work for Santa Fe County.

When Jeff retired, I think he thought maybe his mother would follow; that didn't happen. We miss Jeff too at Santa Fe County. So I want to thank all of her family for your support so that she could do what she did every day at the Clerk's Office.

And I also want to thank Representative Jim Trujillo, because this year, the legislature was a very trying legislative session, and he did incredible work for the committees that he was in charge of. I don't think he received as much recognition as he should have. He was there, and Representative, I believe you're 80 years old now, and you provided leadership and direction and experience and knowledge, and even had to coach those younger than you to keep going.

So thank you for your service. Thank you for Vicki's service, because you're a couple that encourage each other and support each other. And I'm very fortunate, like the two of you who are also role models, that I have a long marriage. It will be 45 years. And you've had your 55 years. And I know what it takes to have someone who supports you, and you're a team. It's incredible, and your children have been incredible also. Thank you all so much.

CHAIR HAMILTON: I can't resist mentioning, because I was just so impressed and excited to hear this at lunch, that for all her incredible qualities that you can see every day. You know how much Vicki keeps an incredible attitude and is a hard work and brings – I was going to say drags everybody along, but it's not; she leads everybody along. She's also a barrier breaker. Apparently she was the first woman who had the fortitude to go to the College of Santa Fe, and graduate. It was otherwise previously an all-male school. That's incredible.

So the rest of the women, the younger women in your family should be so excited to have you as a role model from that. That really takes something to have done that.

COMMISSIONER GARCIA: Madam Chair, just really quick on that note. I was also going to bring that up as well as a role model. I talked to Deputy Clerk Trujillo

during the lunch hour and for all the – I sit on the school board as well and for all the younger individuals, females out there, this lady here, like you mentioned earlier, was the first graduate from the College of Santa Fe. That says a lot for especially the younger generation to graduate from college. That's tremendous. Good job.

CHAIR HAMILTON: Commissioner Hansen.

COMMISSIONER HANSEN: So I wanted to bring this proclamation forward because I think that not only are you a friend to me but that I recognize how dedicated you have been to all the other people in this County and in this community, and that is one of the reasons I wanted to bring this proclamation forward, not just because you have been a friend to me but because of your help and dedication to everybody else. So it really meant something to me to be able to do this and I hope that we're planning to take some picture and I know there are possibly some other people that want to say things. But thank you very, very much for all your service and your friendship and kindness to me. And to the whole community, really, both of you. I really appreciate it. Thank you.

CHAIR HAMILTON: Manager Miller.

MS. MILLER: Madam Chair, Commissioners, Vicki, I won't repeat everything I said earlier, but one thing that really struck me today was everybody talking about how much energy you have and I remember, probably when I first came back to the County and you were here and I'm walking into the gym at 6:00 am and you and Jim are walking out. And I was like, okay, I am such a slug compared to you. You guys are up so early in the morning, at the gym, working out, and I'm like, if they can do it, I sure as heck can get myself to the gym and get to work. You always beat me into the office. It's very impressive, by the way, how you get up, work out, get to work, and one of the first ones here at the County.

But as I said, the County is a family and you have had not just the family of co-workers but your actual family work here. And I just can't stress enough and reiterate what a professional you are at making sure you honor your family but honor your employer by keeping that professionalism and separation when you're here at work but still so supportive of them as your co-workers and family members. I have thoroughly enjoyed working with you, enjoyed sitting up here every other week, having an opportunity to catch up. And I thought it was cute when Orlando said, yes, sometimes all three of us, Jeff and you and Orlando, being at the same meeting. And yet, if you didn't know it, nobody would know in that meeting that you were all related except for your eyes. You all have beautiful eyes.

I'm going to miss you. I wish you the best of luck in this retirement. Hopefully you will be successful and really get to spend time doing some things for yourself instead of for the County and public service. I hope you take some time to really enjoy your retirement. Best of luck to you and Jim and your family.

CHAIR HAMILTON: So we definitely want to have a photo op with you, but were you wanting to come up and say anything? I know you did that at lunch, so you may not want to again.

VICKI TRUJILLO (Deputy County Clerk): I loved it.

CHAIR HAMILTON: That's all that needs to be said. Thank you so much.

MS. TRUJILLO: And I'm so lucky.

CHAIR HAMILTON: The luckiest part of life is to get to know people like you.

MS. TRUJILLO: Thank you for everything. And Boss, thank you.

[Photographs were taken.]

CHAIR HAMILTON: So thank you very much for that and thank you to Commissioner Hansen for doing the proclamation.

## 2. CONSENT AGENDA

- A. **Final Order: CASE # SCSD 18-5190 Village at Galisteo Basin Preserve (aka "Trenza") Conceptual Plan.** **Commonweal Conservancy, Applicant, Ted Harrison, Agent, Requested Approval for an Amendment of a Conceptual Plan to Allow a 36-Foot Tall Communications Tower (and its Associated Switching Infrastructure) as an Allowed Use within the Galisteo Basin Preserve/Trenza Planned Development District (PD-2). The Proposed Cell Tower Will be on Lot 22 Which Comprises 468.08 Acres. The Site Would Take Access from Astral Valley Road, Via US 84- 285. Lot 22 is Located at 99 Astral Valley Road Within T15N, R10E, Section 31, SDA-2 (Commission District 3) (Approved 5-0) Jose E. Larranaga, Case Manager**
- B. **Request Approval of Amendment No. 4. To Agreement No. 2015-3555-SD/IC and Approval of Amendment No. 4 to Agreement No. 2015-0356-SD/IC between Santa Fe County and Plains Eagle [Exhibit 2: Staff Report and Resolution Text]**
- C. **Request Approval of Amendment No. 1 to Agreement 2018-0151-HA/MM between Santa Fe County and the Boys and Girls Club of Santa Fe/Del Norte, which Extends the Term an Additional Year and Increases Compensation an Additional \$170,0000 for a Total Contract Sum of \$340,000, Inclusive of NMGRT and Authorizing the County Manager to Sign the Purchase Order**
- D. **Request Ratification of the County Manager's Signature Authority Regarding the Purchase of Self-Contained Breathing Apparatus (SCBAS) for the Santa Fe County Fire Department and Removing the "Not to Exceed" Amount of the Purchase and Making the Purchase of the SCBA's an Indefinite Quantity Purchase (Purchasing Division/Bill Taylor)**  
**ISOLATED FOR DISCUSSION**

CHAIR HAMILTON: So we're going to move along to the Consent Agenda. Is there anything on the Consent Agenda any of the Commissioners wanted to take off? Commissioner Hansen.

COMMISSIONER HANSEN: Yes, I have a few questions about 2. D.

CHAIR HAMILTON: Anything else? Any other Commissioners? Okay, so we're going to pull D for discussion. For the remainder of the Consent Agenda, what's

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the pleasure of the Board?

COMMISSIONER MORENO: I move approval.

COMMISSIONER GARCIA: Second.

CHAIR HAMILTON: Thank you. So I have a motion and second to approve the Consent Agenda minus D.

**The motion to approve the Consent Agenda with the exception of 2. D passed by unanimous [4-0] voice vote.**

**2. D. Request Ratification of the County Manager's Signature Authority Regarding the Purchase of Self-Contained Breathing Apparatus (SCBAS) for the Santa Fe County Fire Department and Removing the "Not to Exceed" Amount of the Purchase and Making the Purchase of the SCBA's an Indefinite Quantity Purchase (Purchasing Division/Bill Taylor)**

CHAIR HAMILTON: Commissioner Hansen, do you want to go ahead and ask your question while I get there?

COMMISSIONER HANSEN: So I wanted to know where we're going to get the extra money for the additional amount of money for the breathing apparatuses.

BILL TAYLOR (Purchasing Director): I'm sorry, Madam Chair. I'll have to get that information, Commissioner, and bring it back to the meeting this afternoon. I didn't bring it with me.

COMMISSIONER HANSEN: Oh. Okay.

MS. MILLER: Madam Chair, Commissioners, so the Fire Department has their own funds. We received a grant of \$900,000 and some odd, but to replace everything is slightly over \$2 million. It was always anticipated that the Fire Department would use their district funds and fire funds in order to complete the purchase of all of them. I think when the initial request was made it was just rounded off to \$2 million and through the process of going through the GSA contracts and selecting the specific breathing apparatus that they wanted, and the number that they needed to replace all of the ones that we have, it came out to slightly more. So they're just cleaning up the actual authorization request, because the authorization request was capped at \$2 million. It wasn't that we didn't have available funds. That was just the estimated cost.

So the action that's being requested is just to adjust that authorization up to \$2,058,000 as opposed to the \$2 million.

CHAIR HAMILTON: Great. Does that clarify it for you?

COMMISSIONER HANSEN: Yes, it does.

CHAIR HAMILTON: Any other questions on this one? Yes, Commissioner Garcia.

COMMISSIONER GARCIA: Madam Chair, Commissioner Hansen, that was a very good catch. A couple questions I had for the Fire Chief. I guess our Fire Chief isn't with us. However, with regard to old apparatus, what happens to the old apparatus that the Fire Department has? And I guess where I'm going with this is, is there a possible way that we can actually work something out, some sort of an agreement with

some other country or some other fire department that can utilize it?

BOBBY MONTOYA (Assistant Fire Chief): Basically, the company that we're dealing with, which is Scott Safety, it actually will be something that they will actually come in and swap out that gear. We are able to keep some of it back if needed, but right now we are purchasing the 260 packs that are needed that will be only for our first-out engines, first-out meds, first-out tenders. So we will still have to utilize the current packs that we have until we are able to purchase the additional packs at a future date.

COMMISSIONER GARCIA: And Chief, Madam Chair, those packs, like you said, will go back to the distributor?

MR. MONTOYA: Yes.

COMMISSIONER GARCIA: Okay.

MR. TAYLOR: If I may, Madam Chair, Commissioner, they are going to re-utilize those packs. They have to look them over and certify them and make sure that they're okay to be given to other counties or other organizations that could utilize those packs. So it needs to go through that route. Plus we were able to negotiate a better price with them by turning in the old packs. So we did benefit from that negotiation.

COMMISSIONER GARCIA: Thank you.

CHAIR HAMILTON: And just a note that equipment like that has an expiration date that times out so they can't be utilized in active service after a certain number of years that's pre-defined and Assistant Chief Montoya can explain that if you need more information. So they probably recycle some of those as well. Thank you so much for the information. So what's the pleasure of the Board?

COMMISSIONER HANSEN: I move to approve item 2. D from the Consent Agenda.

COMMISSIONER MORENO: Second.

CHAIR HAMILTON: Thank you. I have a motion and a second.

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

### 3. APPOINTMENTS/REAPPOINTMENTS

#### A. Request Approval of the Appointment of a Member to the DWI Planning Council

LUPE SANCHEZ (DWI Coordinator): Good afternoon, Madam Chair, members of the Commission. Today we come before you seeking the appointment of Nathan A. Barton to the DWI Planning Council. Nathan will be representing the law enforcement community, but the unique thing about Nathan, he's also a lieutenant with the Pojoaque Tribal Police, so it will be bringing the perspective of tribal officers and the challenges they face with filing DWI prosecutions and those types of things. So we're excited to bring him aboard. And with that, I'll stand for questions.

CHAIR HAMILTON: Excellent. Anybody have any questions?

COMMISSIONER GARCIA: Madam Chair, I have a couple questions.

CHAIR HAMILTON: Commissioner Garcia.

COMMISSIONER GARCIA: Mr. Sanchez, could you explain to us in a nutshell what the DWI Council does? What their responsibilities are?

MR. SANCHEZ: Madam Chair, Commissioner Garcia, they're an advisory group to the program, so as you're familiar, the DWI program, we currently fund eight components. We fund law enforcement, prevention, which is school-based prevention and public awareness. We have a probation unit within our program which is a compliance unit and screening. So basically, they are an advisory group to all those different components.

CHAIR HAMILTON: Did you have other questions?

COMMISSIONER GARCIA: So Mr. Sanchez, they're actually an advisory board to the staff. So staff gets recommendation whether we need to do some sort of advertisement for DWI, not drinking and driving, all that stuff?

MR. SANCHEZ: Madam Chair, Commissioner Garcia, we take into consideration their recommendations. It doesn't necessarily mean that we have to go with them but we take their recommendations. We have a real strong planning council and the last seven years that I've been here it's been that way. So we look at their considerations very seriously and they have a lot of valuable input. So a lot of their recommendations are taken and implemented.

COMMISSIONER GARCIA: Madam Chair, thank you, and with that I'd like to move for approval with staff's recommendation.

COMMISSIONER HANSEN: Second.

CHAIR HAMILTON: Okay. I have a motion and a second. Further discussion? Commissioner Hansen, did you have –

COMMISSIONER HANSEN: No. I think this is an excellent appointment. Thank you for bringing it forward. I think that it is a good addition to the DWI group, so thank you for bringing this forward.

MR. SANCHEZ: Thank you.

CHAIR HAMILTON: It certainly is.

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

**4. MISCELLANEOUS**

**A. Request Approval of Acceptance of Grant Award for Arroyo Hondo Trail Segment 2 in the Amount of \$1,437,046**

PAUL OLAFSON (Planning Division): Madam Chair, Commissioners, before you today is a request for approval of a grant award from New Mexico DOT, Department of Transportation for the Arroyo Hondo Trail, Segment 2, and the next item is Segment 3. Both of these grants, or the application for the grant was authorized by the Board in October of 2018 via Resolution 2018-109. We subsequently submitted the grant agreements and have been notified by the Department of Transportation that these awards are forthcoming. This is not the actual grant itself or the award of money. It's just a letter we need to send back to them by May 20<sup>th</sup> that says, yes, we are interested in pursuing this and moving forward.

And just to point out too, these are grants that have a match. So the total grant is \$1.4 million and there's a County match of \$209,234 out of that. So the total is \$1.4 million. \$200,000 of that is County funds, so the state moneys, or the federal monies will

be \$1.2 million. And with that I'd stand for any questions.

CHAIR HAMILTON: So are there any questions?

COMMISSIONER GARCIA: Madam Chair, I have a question.

CHAIR HAMILTON: Go ahead.

COMMISSIONER GARCIA: Madam Chair, Mr. Olafson, just next time in the packet if you could actually get us a clearer map, because I can't see where the trail's at. Next time, FYI. And also, so the \$1.4 million, that segment is actually from Turquoise Trail to the Rancho Viejo Fire Department? So this is just a letter to send to the New Mexico Department of Transportation saying yes, we want to work out a grant agreement with you. I guess what I'm interested in is it going to cost \$1.4 million for that segment of the trail?

MR. OLAFSON: Madam Chair, Commissioner Garcia, yes, that's what the projected estimate is.

COMMISSIONER GARCIA: I guess it just kind of challenges me that we're going to pay – that the trail is going to cost \$1.4 million for the Rancho Viejo Fire Station west to Turquoise Trail. That's not even a mile.

MR. OLAFSON: Madam Chair, Commissioner Garcia, there are also ground conditions and drainages there, and it's a hardened path. It's a concrete path, ten feet wide. So it's a little more than a typical trail you might see in the foothills. It is actually a fairly large facility. And it's part of the regional trail network, so it's multi-modal, so it allows for pedestrians, bicyclists and even equestrians, although there's not that high of a demand for equestrian on there. It also serves as a transportation link within the Community College District. And eventually when the whole Arroyo Hondo system was built out, the ideal is to connect it to the 599 Rail Runner all the way over to the Community College kind of looping the Community College District.

So I understand your question about cost but it is more substantial than a typical trail cross-segment might be.

COMMISSIONER GARCIA: And Madam Chair, also, a couple of months ago, probably in January, the Board of County Commissioners, the subdivision in that area actually went for final approval for Turquoise Trail – I forget what phase of the subdivision that is, which is everything north of the arroyo there. Was the developer required to pay any cost to this trail, or provide any easements that you're aware of?

MR. OLAFSON: Madam Chair, Commissioner Garcia, yes, I believe they did agree to an easement for this trail to go through.

COMMISSIONER GARCIA: So, Madam Chair, just an easement. The developer wasn't required to assist the general public in building this portion of the trail through that subdivision?

MR. OLAFSON: Madam Chair, Commissioner Garcia, no.

COMMISSIONER GARCIA: Thank you.

CHAIR HAMILTON: Commissioner Hansen.

COMMISSIONER HANSEN: I would like to move to approve acceptance of a grant award for Arroyo Hondo Trail, Segment 2, in the amount of \$1,437,046.

COMMISSIONER MORENO: Second.

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

**4. B. Request Approval of Acceptance of Grant Award for Arroyo Hondo Trail Segment 3 in the Amount of \$1,721,870**

MR. OLAFSON: Madam Chair, Commissioners, this is a request for approval of acceptance of grant award for Arroyo Hondo Trail, Segment 3, in the amount of \$1,721,870. This is the same structure as the previous item; it's just a different length of trail or segment of trail. And I wanted to point out to make it clear that out of the \$1.7 million, approximately \$250,000 is County match. So approximately \$1.5 million is federal money and \$250,000 is County money, for a total of \$1.7 million. And with that I would stand for any questions.

CHAIR HAMILTON: Commissioner Garcia.

COMMISSIONER GARCIA: Madam Chair, Mr. Olafson, I'm just interested, and I understand this is in Commissioner Moreno's district. I'm just looking at the larger picture of the whole trail network system, which is great. This is awesome. So whenever we get from Ranch Viejo Fire Station to Richards Avenue, where does it end at, Richards Avenue?

MR. OLAFSON: Madam Chair, Commissioner Garcia, it's approximately where the Spur Trail is, just south of the college boundary. And then there's a connector trail into the Community College. And it connects to the Rail Trail.

COMMISSIONER GARCIA: So this trail segment will actually connect to the Spur Trail, or the Spur Trail actually connects to the Rail Trail, can actually come to downtown Santa Fe?

MR. OLAFSON: Correct.

COMMISSIONER GARCIA: So once again, I should have asked this the last question, but the \$1.7 million allows us to receive the grant, hopefully, from the New Mexico Department of Transportation? How long will it take Santa Fe County to receive that grant from the New Mexico Department of Transportation?

MR. OLAFSON: Madam Chair, Commissioner, this one is scheduled to have some preliminary engineering done in 2020, and the construction funding in 2022. The previous one is construction money for federal fiscal year 2021. So the construction years would be 2021 and 2022. And this segment here requires a bit more engineering, and so that's part of the grant application as well.

COMMISSIONER GARCIA: Then also, just once again, the developer for Rancho Viejo wasn't required to do anything but just to approve the easement for this trail?

MR. OLAFSON: Madam Chair, Commissioner Garcia, correct.

COMMISSIONER GARCIA: Thank you.

CHAIR HAMILTON: Are there other questions or discussion? What's the pleasure of the Board?

COMMISSIONER MORENO: I move to approve.

COMMISSIONER GARCIA: Second.

CHAIR HAMILTON: I have a motion and a second.

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

5. **Temporary Adjournment as the Board of County Commissioners of Santa Fe County**
6. **Convene as the Santa Fe County Board of Finance**
  - A. **Call to Order**
  - B. **Roll Call**

Following the call to order at 2:50, roll was called by Clerk Salazar, and a quorum was present with Commissioners Hamilton, Hansen, Moreno and Garcia present. Commissioner Hansen moved to adjourn as the County Commission and Commissioner Garcia seconded. The motion carried unanimously.

Commissioner Hansen moved to reconvene as the Board of Finance. Commissioner Moreno seconded and the motion carried unanimously.

**C. Presentation and Report on the 1<sup>st</sup> Half of 2019**

PATRICK VARELA (County Treasurer): Good afternoon, Madam Chair and Commissioners, Management. A lot has changed since I was here last time. First of all, I want to apologize for last month. I had made a commitment and I had forgot I made it several months ago, and then it came up. So I wasn't here during last month's Board meeting so I had to change it for this time.

But a lot's changed since then. The economy has changed and I also had some administrative changes. This is my new deputy, Jennifer Manzanares. For those of you who don't know her, Jennifer Manzanares came on board about February. So she's been catching up really good over these past months.

So we'll start off with our challenges. First of all and foremost, we have volatile market conditions, domestic and global, and I think it's no hidden truth there that the economy has been fluctuated, especially with these tariff, trade talks. I was just listening to Bloomberg, a while ago before I came up here and that still continues. The president is adamant to keep these tariffs going, so the trade war is going to be a big factor in here and I'll explain later.

Which comes to my next point which is inversion of the yield curve. As you remember last time, the yield curve wasn't the best but at least it was a curve. March 20<sup>th</sup> it changed, it started to invert and I'll go over that. I'll actually have visuals showing how it's been inverted and it's staying in that inversion. They say that two seasons or sessions, basically, which is a total of eight months, equals a recession. So right now it started to invert in March so we're barely two months into this inversion of the yield curve.

And then they've also flattened the yield rates so as you know, last year we had four rate increases. This year their prediction and probabilities through the Bloomberg program there was also four probabilities. It stated to become three, two, and then as of March 20<sup>th</sup>, none at all. And in fact the latest probability is that we might have a yield reduction, so they might cut the rates actually later this year up to 12 basis points. So that has a lot to do with our investment part of my job and of the County's as well.

So I'll go on to our portfolio. Our operations portfolio is \$118,543,530.37. Our CORE portfolio is \$27,450,819.58. Our general obligation, 2011 bond is \$5,339,146.94. Our general obligation bond is \$6,185,502.26. Our Charles Schwab is at \$43,889,054.49, for a total of \$201,408,053.64. And those of you don't know, those general obligation bonds, they depreciate after draw-down, so they're earmarked for certain projects so as they're getting done, usually Sam Montoya or somebody in the Finance will schedule a draw-down with me and I'll draw down that money and it will go back into operations. It's kind of like a payback. So everything right now is debited from operations and the draw-down takes place – for example if it's 2013, say \$2 million, it will be debited from the \$6 million and into the operations to fulfill that draw-down.

CHAIR HAMILTON: Can we pause for a question? Commissioner Garcia.

COMMISSIONER GARCIA: Madam Chair, Mr. Treasurer, in regards to the general obligation bond, 2011, that's \$5.3-odd million, so if the County doesn't draw down on that, do we get penalized?

MR. VARELA: There could be a penalty in there, but it's been getting drawn down. So this was a reflection of March 31<sup>st</sup>, because it was going to be presented in April. There has been thus draw-downs in the general obligation bonds. So as they're coming in we bring them down. And the one that we just got, a 2019, which is reflected in here, which will be drawn down for the new administration building. And those will be drawn down quicker than most of them because as you can see, the construction is getting done quicker and quicker. We just did – we haven't done a draw-down yet but we just did a bond payment for about close to \$3 million. So as soon as that hits, Sam will send a schedule and with the amount that needs to be drawn down and it will get pulled from that particular investment or that general obligation back into operations.

COMMISSIONER GARCIA: So Madam Chair, in reality, so if the County – I don't know Manager Miller can help out or if you know this, Mr. Treasurer – can we actually hold that general obligation ten more years, 15 more years, without being penalized?

MR. VARELA: No. But I haven't seen that happen since I've been in office. This one, I inherited it, and it's been going down. I think it was 16 maybe initially. So it's been getting drawn down quicker and quicker.

COMMISSIONER GARCIA: Thank you.

CHAIR HAMILTON: Thank you, Mr. Treasurer, we can go ahead.

COMMISSIONER GARCIA: Sorry. One other questions on that page, what is the Schwab account?

MR. VARELA: Schwab is another – these are broken down into portfolios, so I have them into different areas. Schwab is also – there's several different, not only excess money but also some other general obligation bonds that are in there. So that's the total of it and we move them around. We were having trouble with our custodial so we moved a lot of them to Schwab because we were getting actually better returns. So we moved a portion of our monies into Schwab and we broke them down. I'll go into it a little bit later but there's a certain area where we got the net estimated income and Schwab includes CDs that we have for different obligation periods and money markets, so we put them in different vessels to get the best that we can out of our money

right now. We were kind of locked into US Bank with their rates right now but Schwab was offering us a little bit better yield so we moved them to Schwab for a better yield. We also have UBS which has some excess general obligation monies who were giving us pretty good yield, rate or returns also. So we have them in several different areas.

COMMISSIONER GARCIA: Thank you.

MR. VARELA: Our account balances, we have LANB Studios, which is the lock box account and that's the one for the studio there on Turquoise Trail area. That's \$5,342,628.15. And those of you that don't know, I draw that one down yearly as they make payments from the studio, I draw that amount back down into operations.

We have various CDs that add up to \$1,250,064.66. We had a balance of \$79,518,529.27 at First National. UBS 2013 bond, we only have \$1,750,214.25, which we have done a draw-down on that account. UBS government money market account, that's my liquidity account, I have \$25,820,428.21. UBS 2016 improvement bond: \$8,453,497.82. UBS 2016 GRT bond: \$2,608,168.99. UBS 2017 – it's part of the 17 bond, we have 3.35 percent CD there and we can only get \$250,000 per FDIC. The interest account that sweeps into it as we incur interest, we have \$7,800.55. And BNY Mellon, we have \$2,773,546.34.

Those of you that have been on the Investment Committee, Commissioner Garcia, we used to have a Portigon. It was called Portigon before. That was money from a bond from 1997. Is that correct, Manager Miller? 1997. We couldn't keep it in Portigon because it was a German company so we had to draw it down. That money right now is being held in BNY Mellon and it's good interest but we have to keep it in there until 2027 in that account and we couldn't draw it down but we are getting interest on that. I think it's five-year Treasury plus 12 basis points on that one as interest.

The other one got put – the remainder of that, the interest, got put into our operations account and now we're segregating that and we put that actually into Schwab so that's some of the money that you see reflected there which is about \$400,000.

So our total account balances were \$127,742,878.24, for a grand total of \$329,150,931.88.

Our current earnings right now are 250 basis points, or 2.5 percent for the CD that we have for the lock box studio account. First National is giving us 20 basis points. Our FICA accounts, our cash accounts, we're getting 170 basis points, or 1.70 percent. UBS, we're getting 231 basis points, or 2.31 percent, and Schwab we're getting between, the different accounts, we're getting between 2.12 percent to 3.2 percent on earnings.

Our Core is getting 397 basis points and our combined ops are getting about 379 combined. That's an average; it's not the total portfolio.

So with that, I started adding this as a request from Commissioner Hamilton, Chair Hamilton. This is what we get, our yield income or our net estimated income. So it's estimated, this is what we get. So we're going to get for the year 2019, we're going to get about \$25 million from Sunflower, from the various accounts. That's also US Bank, that's our custodial right now. We're getting – from Schwab we're getting about \$306,000, and UBS in all accounts we're getting a little bit over \$1 million, for a total income of about \$3856,000.

This is where I had a little question because at our last budget study session, it said that we were going to get about \$2.6 million and last year we got \$2.6 million but

actually we got \$3 million. And this year it was estimated at \$1.7 million, so I'm not sure, I need to go to Finance and see if they're using a GASB – one of the numbers that they use to report income. Because it could be a net value for that one day. So it could be – if it's a bad day we're going to have a net loss but it's not an actual loss. So I need to find out exactly where the difference is, the difference in that. But this is the actual we're getting from each account, from each actual investment we're going to get about \$3.8 million, more or less.

The yield curve, this is what it looked like in October and as you can see from this area here, we were still pretty much getting some kind of return. But at various months you can actually see it dipping. So right here is where it's dipped all the way the furthest. This is 3/20. This is when the Feds actually announced that there was going to be a flattening of the yield curve, and then 4/10, this is what it looked like. I have actually, I generated one today, and this is what it looks like today. You can still see that that curve is still inverted.

**D. Request Approval of Six-Month Investment Strategy**

MR. VARELA: So for one of my six-month strategies, I'm going to invest in short-term Treasury bills and I'm not going to invest in any kind of floaters anymore. I'm going to invest a small percentage in a five-year time factor just in case there is a recession. That way we can get the best out of the five years. In the past I've been doing up to three years, but as you can see from those yield curves, there's nothing between year one and year five at all. So you lose actually some out there.

So I will be investing in bullet agencies. Those of you that don't know, and I invite you, Commissioner Garcia, to join our Investment Committee, a bullet is an investment that you buy and hold for the duration. It won't be called. So if you buy it to mature next year in November it will mature next year in November. So that's a bullet. So I want to be investing in bullets. That way if I invest in callables, they could be called next month and then I will get what the market is showing next month, which you could see it's on a downward trend.

I'll invest in some step-ups, basically in Bermudas and Canaries again. Those are different types of investments. I'll buy them at one point they'll have call protection where they won't be called, and then they'll turn into a bullet. Those are what the terminology is. Then short-term CDs, which are still getting a good amount in the market. Money markets as well, and then cash accounts, because cash accounts are solid. Everything in here is in line with 6-10-10. And I'll maintain that \$25 million liquidity cushion when needed. With that I'll stand for any questions, and also I'll need a vote of approval from the Board.

COMMISSIONER HANSEN: Madam Chair.

CHAIR HAMILTON: Are there questions? Commissioner Hansen.

COMMISSIONER HANSEN: What are you getting, what kind of return are you getting on your short-term CDs?

MR. VARELA: We're still getting, from about the same duration of time for up to three years, we're getting close to three percent. Those haven't changed. And the reason – the bank accounts are paying above because what we're doing now, it's a

reflection of two years ago. So we're still getting – if rates invert, so if rates invert right now and I buy something right now, for three years, so you're going to see the yield, or the earned income that we'll get, it will be lower because of the lower rates for the last two years. We won't see a reduction right now because I've got stuff in the short end – one, two and three years, so we'll maintain that yield return until if this maintains. If these rates stay in the low area. We won't see that reflection for another year or two.

COMMISSIONER HANSEN: And what about in the cash accounts?

MR. VARELA: Cash accounts, they actually went up. They're offering us 180 right now, at First National. We're right now working on a two-year extension with them, but they're going to offer us 180 basis points, so it's actually higher.

COMMISSIONER HANSEN: Okay. Because they seemed really low earlier.

MR. VARELA: And actually too, if you look back at that, they're going to offer us like 40 basis points, just on the earnings, so right now we're getting 20 basis points but that was per contract. Right now they're going to offer us 45, in that area.

COMMISSIONER HANSEN: So it's going up.

MR. VARELA: It will go up. Right.

COMMISSIONER HANSEN: Okay. Great. Because they seemed to be the lowest of anybody on the list.

MR. VARELA: Correct. Yes. It's because we had that four-year contract and actually when we signed the contract four years ago, that was actually a good environment to be in but right now it's not.

COMMISSIONER HANSEN: Right. And so how long is that 20 basis points – right now you're renegotiating it?

MR. VARELA: We're renegotiating. Because we're going to go out for another two years.

COMMISSIONER HANSEN: Okay.

CHAIR HAMILTON: Thank you. Are there other questions, because this piece is an action item. Do you feel like that doing a little bit of five-year investment is a sufficient cushion against recession?

MR. VARELA: I think so. I think just a small amount, and I would like to get with our Investment Committee to find an actual new number to invest in that five-year timeframe. Once I get that comfortable number, then I can invest in that five-year timeframe to see what we can get and keep those yields going at the higher yield, which is pretty much – what are we looking at, five years, about 2.28, 2.5, 2.15, in that area.

CHAIR HAMILTON: Are there other questions? So this was a presentation. Do you have anything else you want to say before we do approval of the investment strategy? Is there any other information that's required?

MR. VARELA: Not really. I just want to go over that – like I said, it's two cycles of this negative curve that equates to a recession, but I was just looking at Bloomberg a while ago and everything is up. The stock market's up. The Dow is up, the NASDAQ is up. The only thing – commodities are up: corn, soy beans, everything is up except gold, was down \$2, and lumber was down I think \$4 or \$11. So everything is up. Our consumer confidence is up. Everything is up, so there's not really rhyme or reason

for them to actually go into a negative cut or recession-wise. So I don't see this going too long. I just think once these –

CHAIR HAMILTON: The recession?

MR. VARELA: Yes, if there is one. There's not one yet. They say that two cycles equate to one. I just don't see it happening right now the way things are. I've been learning and I've said this to many of you, the market's real emotional. So if something happens right now, it will be a dive in the market, but if it happens repetitively it starts to balance back out. It's kind of like when you walk down the street and a dog barks at you, you get scared right away, but after a couple of days walking through there you don't mind it anymore and that's – I've heard that the market's really like that. It's real emotional like that.

So at first when there was trade talks and trade tariff talks the market reflected it. This was about a year ago. And then it kind of balances itself after two months. But now again, it's going on again. I think it's going to go on for a couple of more months and I'm assuming it's going to balance out back again. That's just my assumption. I'm an economist by no means but I just look at the market globally and see what's going on.

CHAIR HAMILTON: Okay. Commissioner Hansen.

COMMISSIONER HANSEN: Yesterday the stock market dropped 600 points. I don't know what's happened today.

MR. VARELA: It rebounded.

COMMISSIONER HANSEN: It rebounded 600 points?

MR. VARELA: Everything was in the green as I came up here. Everything was in the green. So see how emotional it is?

COMMISSIONER HANSEN: We're on a roller coaster.

MR. VARELA: Yes.

COMMISSIONER HANSEN: Okay. So tomorrow it might drop again. We don't know. We can't predict the future.

MR. VARELA: I wish I had a crystal ball to tell you guys but I don't. But I just learned that it's real emotional. When something happens where the president barks something there it changes for a day, a week, and then it rebounds itself again.

COMMISSIONER HANSEN: Okay. Thank you. We need a motion?

CHAIR HAMILTON: We do. We need a motion.

COMMISSIONER HANSEN: I will move to approve the six-month investment strategy.

COMMISSIONER MORENO: Second.

CHAIR HAMILTON: Thank you. Is there any further discussion?

COMMISSIONER GARCIA: Just thank you, Mr. Treasurer, for your report.

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

**7. Adjourn and Reconvene as the Board of County Commissioners of Santa Fe County**

At 3:15 Commissioner Hansen moved to adjourn as the Board of Finance and

reconvene as the Board of County Commissioners. Commissioner Moreno seconded and the motion carried unanimously.

## 8. MATTERS OF PUBLIC CONCERN

CHAIR HAMILTON: Is there anybody here from the public who would like to address the Board of County Commissioners? Once again, is there anybody here from the public who would like to speak? Seeing no one, I'm going to close Matters from the Public.

## 9. MATTERS FROM THE COUNTY MANAGER

### A. Update and Request Direction on the Fiscal Year 2020 Interim Budget *[Exhibit 3: Power Point Presentation]*

MS. MILLER: Madam Chair, the only item that I have today, and actually Gary is going to do, Director Giron is going to do the presentation. But Erika is off today, Erika Thomas. I think today's her birthday, right? So we should wish her a happy birthday. So she's not here. Gary's going to present, but we're not asking for approval of the interim budget today. We will be asking for that on May 28<sup>th</sup>, but we would like some direction because as I said, it's very hard for us to change major components of the budget between the 28<sup>th</sup> and the 31<sup>st</sup>. So what we're looking for today is some direction on items that we have discussed in our two study sessions, and just making sure that we're on the right track. If there's something we've missed, something you would like us to address, or something you'd like us to change, that we need to know today so that we can work on those changes and bring them back on the 28<sup>th</sup>.

CHAIR HAMILTON: Excellent. Thank you. And as far as I know, Commissioners, this is in hard copy on our desk, not on the Board docs.

GARY GIRON (Finance Director): Madam Chair, Commissioners, Manager, the presentation I'm going to be going through now is this one labeled FY 2020 Interim Budget Direction, May 14, 2019. Everyone has a copy, I believe. Today's presentation will brief you on where we are currently in the budget development process, and we'll seek to get direction from the body as the Manager described to prepare the final interim budget.

If you'll go to the next slide on page 2, the interim budget approval is scheduled for May 28<sup>th</sup> and in order for us to meet the DFA deadline of May 31<sup>st</sup> to submit the interim budget, today we are asking you to identify any issues that you may have with what you will see today. The interim budget includes information that has been presented to you previously at the April 9<sup>th</sup> and the April 23<sup>rd</sup> budget presentation and study sessions.

The information includes the revenue estimates, department operating budgets, contingencies, employee compensation, a list of FTE requests, insurance premiums, fixed assets that you have seen, and current projects rollover. If you'll go to the next slide.

The FY 2020 revenue for all funds, operating capital and special revenue, the estimates remain the same as what was presented on the 9<sup>th</sup> and the 23<sup>rd</sup>. The total for all funds is \$169,562,070. By way of information, additional budget information is still

being collected for the grant-funded programs. Those dollar amounts are not significant but as we verify those they will be added.

If you'll go to the next slide. On this slide on the operating budgets, the total of all requests from the departments is \$122,529,612. In the grid you can see the budget requests for each department. We're still working on this one as well to make minor changes. We're updating information on utilities for all departments that may lead to small increases or adjustments. If you have any questions, please just feel free to stop me, and we can go to the next slide on contingencies.

Contingency funds are budgeted based on the existing Resolution 2019-7, which is a resolution repealing and replacing the Santa Fe County fund balance reserve and budget contingencies policies. As you may recall, the policy updated the existing resolution at that time of 2015-84 to include the self-insurance fund. The general fund contingency that is budgeted for FY 2020, \$5 million, is set aside for unexpected economic downturns, and/or catastrophic events, and \$2 million is set aside for the self-insurance fund.

The next two slides you'll receive a briefing from Director Shaffer on employee compensation and the FTE requests.

GREG SHAFFER (HR Director): Madam Chair, Commissioners, there were a variety of FTE requests that were brought forward from various divisions and departments and elected official offices. We have scored those for ease of reference by color coding them green and yellow. The greens are those that are recommended for funding at this time. The yellows are recommended as delayed consideration until the mid-year budget review with regard to those that are being proposed for delayed consideration.

The reason for that recommendation varies and I'd be pleased to go through each individual request, but generally speaking, the rationale for the delay having spoken generally with the departments and the officials involved are either we're going to attempt to meet the need through other means, at least through the first six months of the fiscal year, or we're suggesting that consideration be delayed pending additional analysis of the underlying need, as well as existing bandwidth.

The two positions that are being recommended for funding at this time are the senior planner in the Growth Management Department. This is related to affordable housing and that is because of a consensus assessment that we don't have the appropriate skill set currently on our team to meet that need. In addition, it aligns with the strategic plan for the County, and we're also recommending that one of the voter information specialist positions from the – as requested by the County Clerk be funded, largely based upon her assessment of the needs of her office, whereas we're suggesting that the second position be delayed for consideration until the mid-year budget cycle, pending additional analysis and also seeing how much of the perceived need is met through an additional FTE as a voter information specialist.

So I'll stand for any questions with regards to the FTE requests. Again, I'd be pleased to discuss any of the particular requests that we're suggesting be considered at the mid-year budget review or any other matter.

CHAIR HAMILTON: Thank you, Mr. Shaffer. Are there questions?  
Commissioner Hansen.

COMMISSIONER HANSEN: Madam Chair, Mr. Shaffer, my question is the Sheriff's Office, the IPRA/FOIA codification specialist, are we trying to cover that somewhere else or are we holding off until we expand that area because of lack of space at the Sheriff's Office?

MR. SHAFFER: Madam Chair, Commissioner Hansen, the Sheriff and I met earlier this week and we discussed it so he understands what I'm recommending and the reasons why and he's in agreement with it. We're going to attempt to meet that need through an alternative method and he agreed to see if that might not meet the need through the next eight months or so.

COMMISSIONER HANSEN: Okay. Thank you. I know that was a concern of his when we were meeting, so thank you for meeting with him. That's the only question I have.

CHAIR HAMILTON: Thank you. Are there other questions or comments? Can I assume, the evaluation for these other positions will be an ongoing process, starting early in the fiscal year? I gather that might change by department.

MR. SHAFFER: Madam Chair, Commissioners, the answer is it will vary. So for example, if you look at the youth services administrative program manager, for example, as I understand it, working with Director O'Connor, they're in the midst of doing a strategy plan for the so-called Youth Services Division, so the rationale there was to wait to come to the Board to ask for an FTE until you had a broader picture of what the actual needs of that division look like, both in terms of long-term goals for FTEs but also in the short term what that manager position might entail, before you're asked to fund it. So that will depend upon when the strategic plan is done.

So for example, to take another example, the administrative assistant for IT, working with Daniel Sanchez, I suggested that we might be able to find the available bandwidth to cover that need once we're consolidated through existing FTEs. So again, I think the short answer is I think we will be working appropriately depending upon the circumstances of each individual case.

CHAIR HAMILTON: Fabulous. Thank you. So are there other questions on this segment. Thank you very much, Mr. Shaffer. So I assume we can move along to the next piece you have.

MR. SHAFFER: Actually, I'm going to go back to slide 6. I got ahead of the presentation. This is relative to the employee compensation package. What we're specifically requesting direction on is cost of living adjustments, to be effective the first full pay period that begins after January 2, 2020. The two principal options that were analyzed were for a two percent COLA for employees whose annual salary is less than \$70,000, and one percent for those earning \$70,001 and above. This actually would increase the amount of available budget by \$14,201, versus the figures that you've seen before in terms of total estimated employee compensation for all union and non-union employees. So in other words, that comes in a little bit less than the roll out figure that you've been utilizing.

The second option is for a 2.5 percent cost of living adjustment for employees whose annual salary is less than \$70,000 and 1.5 percent for those earning \$70,000 and above. This would actually be an increase to the budgeted or suggested budgeted figures you've seen previously and would reduce the amount of available budget by \$69,000. On

balance, I believe, and I defer to the County Manager if she wants to add more to this, that we would recommend the second option as it is within available resources and probably is more in line with actual changes to consumer prices over the last 12 months or so. Is there anything you'd like to add, County Manager? So I'd stand for any questions with regard to that recommendation. But again, we are asking for direction with regard to the COLA, as that's a pretty big determinant of what the interim budget that we bring back to you at the end of the month will look like.

CHAIR HAMILTON: Just for clarification or for repetition to be perfectly honest, you're recommending two because it's closer to national figures or real figures and we do have the capacity for that?

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

MS. MILLER: Also, Madam Chair, from our study sessions, there was a recognition by the Board or a request by the Board to look at having a little more of a COLA for the lower income levels, and the way to best do that without a major impact was to reduce that above \$70,000 and increase those below \$70,000. I've had some requests about what about three percent and one percent. One of the things we try to do is also not make too much of a disparity when you're talking cost of living. But it is clearly one percent of \$70,000 is more than one percent of \$30,000 in real dollars home.

So we felt like this was a fairly good compromise in trying to hit that mark of increasing take-home pay at the lower levels and still providing a reasonable cost of living across the Board.

CHAIR HAMILTON: That's great. I really appreciate the further input. Do any other Commissioners have questions or comments on this? Commissioner Hansen.

COMMISSIONER HANSEN: So you are looking on direction on one or two, correct?

CHAIR HAMILTON: Yes.

COMMISSIONER HANSEN: I would go for two. I think that's a good thing for our employees, especially those earning less than \$70,000, so I'm supporting number two.

CHAIR HAMILTON: Commissioner Moreno, do you have –

COMMISSIONER MORENO: Yes. I think this is a good basic plan that satisfies a number of objectives for the next fiscal year and I think it should demonstrate, I guess, that we are making an effort to make sure that we give good raises in the future, at the lower levels especially.

CHAIR HAMILTON: I would also support your recommendation of going with option 2. Commissioner Garcia, are you good with that?

COMMISSIONER GARCIA: Madam Chair, I'd actually like to hear the entire presentation, actually, my personal opinion before we actually go through the entire – before I give a recommendation on item number one and item number two because some of the questions I actually have is depending on what – whether it's item number one or item number two, are we actually going to cover the entire cost of health premiums this year? Or is the employee going to bear that cost? So those are a couple of questions I have. Then also in regards to the FTEs.

MS. MILLER: Madam Chair, we can go through the whole presentation

and then come back and tell you the items we want direction on. That's fine.

CHAIR HAMILTON: That's a great idea. Thank you. So we'll come back to this recommendation.

MR. GIRON: So now we are on, Madam Chair, members of the Commission, we're on slide 8. And Madam Chair, to Commissioner Garcia's question, slide 8 is about insurance premiums and the recommendation. Health insurance premiums will increase by approximately \$600,000 for next year for the full year. The proposal in this presentation is that employees receive a one percent increase to employee premiums, effective January 1, 2020.

The chart that you have in front of you has three sections in it and the first section, the blue section, is the current employee contributions now, per pay period. The second section is the estimated employee contributions with a one percent increase. And in the far right section, which we will call orange, you see the impact or the cost of the estimated change per pay period. As you can see, the changes to the premiums are not overwhelming.

For example, the employee contribution for a person on the Presbyterian HMO plan earning \$30,000 or less will increase 50 cents per pay period. And for the same coverage, for a person earning \$70,000 or more, they will see an increase of 87 cents per pay period.

I believe that when possible, smaller annual adjustment to premiums are preferable to larger increases all at once. So I think this is a good strategy.

COMMISSIONER GARCIA: Madam Chair, questions?

CHAIR HAMILTON: Yes, we have questions.

COMMISSIONER GARCIA: So Madam Chair, Mr. Giron, so the orange column here, is that because the County is putting in a little bit more money per employee? Is that why it's not costing so much per employee for the premiums going up?

MS. MILLER: Madam Chair, Commissioner Garcia, one of the things with healthcare, because now we're self-funded, versus going with the state. So the state, we used to piggyback off of the state's program and they controlled when premiums went up and by how much. We had no control over that. Healthcare costs continue to rise at 10 percent, roughly, per year. Price of services. So our premiums – so now we're self-insured. So we put in premium from the employer side, which is us, and premium from the employee side. And then we pay out the claims.

So if somebody goes to the hospital, has an emergency room visit, it's \$500. I'm just picking a number. That gets submitted to the County and we pay that out of the money that we as the employer put in for the premium and the employee. So as costs of service, cost of healthcare goes up, our payments out to providers increase. So that's one area that increases, but we also purchase what's called stop-loss insurance. So if we have somebody who has a catastrophic accident or health condition, and they end up having medical bills that exceed \$175,000, we have insurance to pay above that. That premium costs us. We pay for that premium based out of that same amount of money that we as the employer and employee pay into the fund. That premium goes up every year because cost of service goes up every year. Cost of healthcare goes up every year.

What we're trying to do is a couple of things. One, build up our reserves in the self-insurance fund. So we create our own fund. We start with nothing, and then we start

putting money in based on every single pay period, employer contribution, employee contribution. So that goes in. And what we try to do is estimate paying out in claims slightly less than what is coming in in premiums, or in claims and administration. We have to pay somebody to administer it, and then we also have to buy our insurance.

So what we're able to do, instead of waiting until premiums go sky high, or before our insurance or claims go sky high, is trying to contribute in, take a look out forward as to what does our advisor or consultant think is going to happen without claims, and the cost of healthcare, and our insurance. That's estimated to be about a \$600,000 increase next year. And we go on calendar year, not fiscal year. So what we're trying to do is all of a sudden not having any reserves because we have more claims that exceed our money coming into the fund is to build up our reserve as well as keep our contributions consist with what's happening to the cost of healthcare.

So we can't say for sure what next year is going to be in the way of claims, but we also don't want to say, okay, let's not increase our contributions into the fund and have not enough to pay and then have to increase not only the County side significantly but also increase the employee side significantly. And that's what happened at the state. S the state left it flat for a while and then hit employees with seven percent all in one year. So you give a cost of living but then you increase their healthcare premiums by seven percent, you don't really even get much of a cost of living.

What we've done is one percent last year, one percent this year, trying to make sure that we gradually increase employee side at the same time that we are increasing employer side so that we don't hit employees with a large increase all in one year. So that's just a different approach. The total that that generates, that one percent, is \$22,000 into the fund. So as you can see it's not a whole lot, but we're trying also not to skew how much is on the back of the employer by trying to keep somewhat of the employee contribution apace to the cost of the services.

COMMISSIONER GARCIA: Well, Madam Chair, Manager Miller, thank you. That's a very good explanation but I just wanted to make sure that the employees know kind of how it's figured out. Because we don't want what happened to the state employees where it just sky rocketed. Thank you.

COMMISSIONER HANSEN: Thank you very much.

MR. GIRON: Madam Chair, Commissioner Garcia, I absolutely agree with that because I believe that when insurance premiums went up at the state at a high clip, it really demoralizes folks and it's very hard for folks to accommodate that in their personal budgets.

On slide 9, if we can move on to fixed asset recommendations. In the April 23<sup>rd</sup> budget study session, the body reviewed the total requested by departments and the total recommended for fixed assets. The chart is broken up again into three sections. Across the top you will see the departments and from top to bottom, the beige section – we'll call that beige – is for vehicles, the lavender section in the middle is IT and software, and the pink section is machinery and equipment. All of these sections show the total requests and the recommended approval levels.

You were given all of the worksheets and the earlier study session and if you need to have copies we have copies of those for you if you have any specific questions. The total recommended for approval is \$6,654,455. If there are no questions, I will go to slide

10, active projects rollover.

CHAIR HAMILTON: I do have a quick, very general question. It's all laid out very clearly, but these represent what was approved of the asks, or is the total ask that each department had?

MR. GIRON: The first section is the total ask. The approval section is after review that was conducted with you all and with the Manager's Office.

CHAIR HAMILTON: Requested and approved.

MR. GIRON: Exactly.

CHAIR HAMILTON: Thank you very much.

MR. GIRON: Moving on to active projects rollover, the County Manager's Office, Public Works and Finance have undertaken a process to review and reconcile all open projects for buildings, roads and utilities. The process began last week and will continue this month and in that process, they are reviewing each project individually. The review process I think has been extremely useful.

These projects will be rolled into the FY 2020 budget with existing funds. Any excess funds from completed projects will be brought forward during the capital projects meeting for repurposing. In FY 19 by way of information, the capital rollover equaled \$87,781,341. New funding and new projects will be discussed at the June 5<sup>th</sup> capital projects meeting.

And now to the last slide. The estimated funding for strategic plan initiatives and ongoing programming, the funds available for this are \$695,704. You have been briefed on FTE requests, the COLA recommendation and the insurance premiums and fixed asset recommendations. In here you will see with the two positions that were described to you earlier, the FTE requests recommended to be funded as of 7/1/2019, that total amount is \$128,128.

For the other requests that are still to be determined, our estimate for those if they're funded as of January 1, 2020 is \$232,202. For the COLA recommendation, with option 2, which is 2.5 percent for \$70,000 or less, and 1.5 percent for \$70,001 or more, that adds a total cost of \$69,000 to the estimates that you saw earlier, and we have in the budget for strategic plan ongoing initiatives for economic development, \$87,000, for affordable housing, \$76,791, and for youth programs, \$102,496. And that spends all of that money. With that I will stand for any questions.

MS. MILLER: I just want to add, because Gary wasn't here last year when we did this. Those numbers are backed into based upon what was available and based upon that through the strategic planning process it was the Board's desire to focus on economic development, sustainability and youth programs. So we had put some into the economic development. We want to look at whether there's something we can do with the City on broadband. We've had some discussions about that. So these are just placeholders with what's available with recurring revenue, but I have met with the City Manager, I have talked to them about having some kind of initiative that we could work on together, but we haven't really developed what that would be.

Also, I've put in a request to the City Manager for us to meet on affordable housing, talk about things that we have going on, but based upon the property that we already acquired and the other one that we're working on, we would need to spend some money on a consultant to get a low income housing tax credit initiative going on the

Jacobo property. So that was why we put some funding in there for affordable housing. And then the youth programs, that one was a placeholder that once we see what comes out of the strategic plan we will look at where that would go.

So these would be how to work with you on what those initiatives would be, but that was taking what was left, basically, if you do the FTE requests, if you do the COLA recommendation, and the healthcare, this is what of recurring funds that would be left after we've covered all the base budgets, all existing staff, union negotiation agreements, COLA, etc. And what we've gone through in the study sessions.

CHAIR HAMILTON: Excellent. Thank you. So are there questions? Does the Board care to go back to the recommendations? I think several people spoke. Commissioner Garcia, do you have a sense for in particular the COLA recommendations?

COMMISSIONER GARCIA: Madam Chair, I'm good with – on page 6, item number 2.

CHAIR HAMILTON: Thank you. And then I don't know if you wanted us to speak to the FTE recommendations but they certainly looked good to me.

COMMISSIONER HANSEN: I'm also good with them for the interim, until we look at them again in six months.

CHAIR HAMILTON: Commissioner Moreno.

COMMISSIONER MORENO: Yes. One question. On page 11, the FTE requests are in a sequestered area. How many people does that amount to?

MS. MILLER: Madam Chair, Commissioner Moreno, how those are broken down on the FTE requests recommended, 7/1/19, those are the two in green for a full year, and then holding till January 1 a placeholder for the other positions to be reviewed, and that's the \$232,000 for a half year.

CHAIR HAMILTON: And I'm glad to see the placeholder but I think it makes a lot of sense, given everything we've talked about, in terms of us moving, and there were some other departmental changes that are going on and potential consolidation to be able to review those, which is why I support that recommendation. Commissioner Garcia, do you have further on that? Are those all the items you were requesting direction on?

MS. MILLER: And then, Madam Chair, was the healthcare premium, the one percent to the employees with the County picking up the other estimated \$600,000, and only \$22,000 being spread across the entire employee contribution.

CHAIR HAMILTON: Right.

MS. MILLER: And the fixed assets, vehicles recommendations, we showed you what they requested. We went through in a study session how we worked with each department and elected official to determine which were their priorities, and then this sheet in here is the totals of that, but you have the individual ones. And so we're looking also for the thumbs up that you're good with that, because we would build that into the interim budget.

CHAIR HAMILTON: Thank you. So Commissioners, page 8. Commissioner Hansen.

COMMISSIONER HANSEN: I am good with it the one percent insurance premium and the fixed assets on page 8 and 9. I think those are both reasonable.

CHAIR HAMILTON: Commissioner Moreno, do you have any thoughts?  
Commissioner Garcia.

COMMISSIONER GARCIA: Madam Chair, so once again, with the one percent for the employee contribution on page 8, for an employee that makes roughly \$30,000 to \$50,000, it's only going to be 62 cents more, right?

MR. GIRON: Correct. Madam Chair, Commissioner Garcia, yes.

COMMISSIONER GARCIA: Thank you.

CHAIR HAMILTON: And I support these recommendations. I think the logic that was presented in some detail of spreading it out incrementally over years is strong. And similarly, we got a lot of information on the fixed assets, so I support this. I really appreciate the cogent presentation.

MR. GIRON: Madam Chair, members of the Commission, Manager, thank you.

CHAIR HAMILTON: Thank you. So Manager Miller, is that the only item we had under Matters from the County Manager?

MS. MILLER: Madam Chair, yes. At the moment, that is all I had. I'm sure I'll think of something tomorrow.

## 10. PRESENTATIONS

CHAIR HAMILTON: So if I'm not mistaken we don't have any presentations, item 10, is that correct, or did I miss the boat there?

MS. MILLER: Madam Chair, that is correct. The only – and would call it somewhat a presentation, but it's a presentation and a resolution. It's under Other Elected Officials for the valuation fund, from the Assessor.

## 11. COMMISSIONER ISSUES AND COMMENTS

### A. Request Approval of a Proclamation Proclaiming Veterans Appreciation Week

CHAIR HAMILTON: The first item, it was actually brought forward by Commissioner Roybal who's not here and I think I was going to enlist – I was going to read this proclamation, approval of a proclamation for Veterans Appreciation Week. Commissioner Garcia, do you know if we have people present?

COMMISSIONER GARCIA: Madam Chair, is there anybody in the audience that's a veteran? So I believe the individuals, Madam Chair, that were going to show up have not yet arrived. Correct, Orlando? So do you want to wait a little bit or proceed forward?

CHAIR HAMILTON: We can contact them after the fact. Okay. So this was something brought forward. I have to admit, I have not researched this; Commissioner Roybal has. Are we recognizing this as a national thing and we're recognizing it specifically for Santa Fe County? Either way we're doing it, this is something of tremendous importance. We hold our veterans in great esteem. We appreciate their service and what not so the County's very honored to go forward with something recognizing this. So the Santa Fe County proclamation proclaiming Veterans

Appreciation Week.

COMMISSIONER GARCIA: Sorry, Madam Chair. Sorry to interrupt.

CHAIR HAMILTON: Commissioner Garcia.

COMMISSIONER GARCIA: The gentleman that's actually filming, he's actually a veteran. I was just told by the Clerk. Matt. So actually, Matt, if you want to come sit over here, that would be great. You're actually a veteran. That's a very important thing throughout this country. Anybody that actually serves in the military for this country should be honored. You're welcome to come sit up here if you'd like. The others haven't shown up yet. It's up to you.

CHAIR HAMILTON: You have to keep the meeting running. Yes, we get that. Thank you so much though.

Whereas, the freedoms we enjoy as Americans have been secured and maintained but at a high price throughout our history; and

Whereas, since the establishment of the original 13 states, Americans have been willing to fight and die to preserve their individual rights guaranteed in the United States Constitution and Bill of Rights; and

Whereas, we owe a great debt to those who have served in defense of this nation; and

Whereas, throughout the generations, their sacrifices have preserved our unique form of government dedicated to human rights and respect for the individual; and

Whereas, for many, that sacrifice has ended in death or permanent injury, yet their spirit remains in the continued preservation of our freedoms and the promise of liberty established as an example for all the oppressed people of the world; and

Whereas, since the birth of our nation, American patriots have stepped forward to serve our country and defend our way of life. With honor and distinction, generations of men and women have taken up arms to win our independence, preserve our union, and secure our freedom; and

Whereas, from the Minutemen to our post 9/11 generation, these heroes have put their lives on the line so that we might live in a world that is safer, freer, and more just, and we owe them a profound debt of gratitude; and

Whereas, during Veterans Appreciation Week, we salute the soldiers, sailors, airmen, coast guardsmen who have rendered the highest service any American can offer, and we rededicate ourselves to fulfilling our commitment to all those who serve in our name.

Now, therefore, be it resolved by the Board of County Commissioners of Santa Fe County that the week of May 20<sup>th</sup> to May 26<sup>th</sup> is Veterans Appreciation Week.

Be it further resolved by the Board of County Commissioners that all citizens are urged to honor our veterans and rededicate themselves to the preservation of our liberties under the Constitution.

Approved, adopted and passed on this 14<sup>th</sup> day of May 2019. Signed by all the Commissioners as well as the County Attorney, the County Clerk and the County Manager.

So thanks to Commissioner Roybal for bringing this forward.

COMMISSIONER HANSEN: I move to approve.

COMMISSIONER MORENO: Second.

COMMISSIONER GARCIA: Madam Chair, must for discussion, to all the veterans out there, my grandfather was a veteran, my uncle is retired Marine Corps. I actually never was in the military but to all of the veterans that are out there, thank you. Thank you very much for what you have done for this country, because without veterans in America and throughout this world we actually probably wouldn't be sitting here right now. And I never really understood – I did understand. I never really realized the respect for that flag there until actually I went, the last year and a half, two years I actually went to a military institute up in New York and just the – for lack of a better term, the attention or the professionalism that you see on one of those military – probably all bases as well as the institute there, it was just amazing.

But anytime anybody – we all do the Pledge of Allegiance, I hope we all take it to heart how important it is to do the Pledge of Allegiance to the United States of America. And once again, thank you to all the veterans out there, all you that are listening. And Matt, since you're the only veteran here in the chambers, congratulations and thank you for what you did for this country.

CHAIR HAMILTON: Thank you. Commissioner Hansen.

COMMISSIONER HANSEN: I want to thank Commissioner Roybal for bringing this forward. My father was an immigrant from Denmark and he came to this country in the 1920s and then when World War II broke out his homeland of Denmark was being invaded and he volunteered in the Army and he built air force runways in Paris and England and served in the Army. He did that because of his dedication to this country and of course his dedication to his own country about to be invaded by Germany during World War II. So I grew up in a home that we always respected the veterans and so I respect all of the veterans that have served in all of the wars from World War II until now. I really wish there were no wars and that we did not have to have this horrible fighting that is going on throughout the planet but at the same time we are lucky to have the veterans that are serving our country and defending our freedom. So thank you very, very much, and thank you Matt for being our symbol today.

CHAIR HAMILTON: Thank you, Commissioner.

COMMISSIONER GARCIA: Just one last thing. I don't know if anybody has ever – one of the neatest sporting events I ever attended was the Army-Navy game. First time Army had actually beaten Navy in 25, 27 years. But it was interesting to hear the announcer. The announcer said right now, today on the playing field they're actually going against each other, Army and Navy, but at the end of the day, they're all one team because they're all in the military. So I thought that was really neat. Thank you, Madam Chair.

CHAIR HAMILTON: Yes. I can only echo everybody's comments, and thank my father who was a World War II vet, and actually my nephew Ben Hamilton, who's serving on the USS Harry Truman. So thank you.

We had a motion and a second and then we had further discussion.

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

**11. Commissioner Issues and Comments, Including but not Limited to**

**Constituent Concerns, Recognitions, and Requests for Updates or Future Presentations**

COMMISSIONER HANSEN: So I wanted to share just a few things that are happening. May 15<sup>th</sup>, tomorrow, is San Ysidro Day, and not only is it San Ysidro Day in my Village of Agua Fria, which I like to claim is part of my district, which it is, and it is also in the Pojoaque Valley. So San Ysidro Day will be celebrated both in the Pojoaque Valley with a tour for the day and then tomorrow evening at 6:15 people will be meeting at the San Ysidro Church and walking and a procession to the river. The river is flowing. It's been flowing for quite some time. It's really a blessing this year to have the kind of water that we have in the Santa Fe River and I don't think it's something we can take for granted, because last year it was incredibly dry and we had no water.

So those of you who wish to attend there will be a mass in Spanish starting at 5:30 at the San Ysidro historic church and then the procession will begin at 6:15, and then there will be a meal at the San Ysidro Parish afterwards.

And then also, speaking of the river, last Friday, the American Rivers came to Santa Fe and they chose our section of the river from Siler to Frenchy's Field to plant more willows and plant more cottonwoods. They made the basins around the cottonwoods larger. They loved working in the river and they had a reception in the evening and talked about how great it was to be able to spend some time in the Santa Fe River and see the incredible work that had been done to restore the Santa Fe River.

So that was a great event from the American Rivers. They were here also to protect the Gila River which is the last wild river in the United States. There was a lot of discussion. Craig Childs and John Fleck were part of a discussion on the rivers. Craig Childs made this great comment about the fact that we always need to think about the downstream users, and I think that is so true with all of our rivers. Both Commissioner Garcia and I are downstream users of the Santa Fe River and the work that's been done on that is really important.

I also had the great opportunity to help on Saturday with Comcast Cares Day at the Food Depot and hopefully all of you got your bags that were stamped, in your mailbox. At least in the city everyone got bags to put food in on their front porch and the Mayor and I stamped bags for about an hour and a half getting them ready. So that was a great opportunity.

And then I would just like to share that I will be speaking at Journey Santa Fe on June 2<sup>nd</sup> at 11:00 am at Collected Works and I'm going to be speaking about what Santa Fe County does for you. So I hope you will join me on that day and those are just a few of the things I wanted to share with everyone out there in the greater Santa Fe area. Thank you.

CHAIR HAMILTON: Thank you. Commissioner Garcia.

COMMISSIONER GARCIA: Just really quick, Madam Chair.

Commissioner Hansen, since you were talking about the Santa Fe River, do you know when the fishing derby is for the City of Santa Fe? I heard it on the radio the other day.

COMMISSIONER HANSEN: Pardon me, Madam Chair. We talked about it at the River Commission. It's in the next few weeks. I think the beginning of June but I

will find out the exact date.

CHAIR HAMILTON: Thank you.

COMMISSIONER MORENO: Madam Chair.

CHAIR HAMILTON: Yes, Commissioner Moreno.

COMMISSIONER MORENO: When we were down in Edgewood, that was a really impressive show of support for the people of the south in Edgewood. And that was a pretty good event. I was happy to be there. Along the way, I decided that I took my liaison to two other places that I had been curious about. One of them is a place called Wildlife West. And this is in operation for many, many years. It's basically a rescue organization for wild animals. So they have eagles and snakes and mountain lions, elk, it's an amazing place to see. There was a move during the session to fund it because its owner/founder is very old and he wants to improve it and have more volunteers and all that. But I don't think – I'm sure we're not in the business of managing a zoo. But maybe some dedicated residents of Edgewood might prevail on their City Council to maybe adopt that. Just a suggestion for you people listening in Edgewood.

And also, having been curious about that, I took a tour of the Cyclone Center and it's pretty nice. Terri Werner told us that there are a lot of people who have horses and are always looking for, when they're traveling from one state to another, they need some respite overnight. That's one of the aspects of this facility. It's a beautiful facility and I really would encourage all horsemen and other like aficionados of horses and livestock, I would like to see a little boost or shout-out so that we can get some rodeos and horsemen to visit this facility because it's really a gem, right there in Stanley. Thank you very much for the time.

CHAIR HAMILTON: Excellent. Commissioner Hansen.

COMMISSIONER HANSEN: So in answer to Commissioner Garcia's question, the fishing derby is on June 1<sup>st</sup>.

CHAIR HAMILTON: Fabulous. Thank you.

COMMISSIONER HANSEN: And I forgot to mention one other thing. I did have a meeting yesterday with the new BLM director for the state and we talked about a number of issues in the county, including the shooting areas that are plaguing Commissioner Garcia's district and mine. And I mentioned the issues of wild horses and we had a long discussion about the shooting areas and possibly working on a shooting range. We talked about patrols and they have a new director in the Taos office. His name is Mark and I'm sure he would love to come down and meet with any of us at any time. I did ask him how long he planned to be there, and he said for a long time. So that was a good sign, since we haven't had a field director in Taos for some time. So I just wanted to share that with the Commission and with the community that BLM is active and reaching out to many of the groups in the Santa Fe area also.

CHAIR HAMILTON: Thank you.

## **12. MATTERS FROM OTHER ELECTED OFFICIALS**

- A. Resolution No. 2019-61, a Resolution Approving the County Assessor's Property Valuation Program in Accordance with State Statute**

CHAIR HAMILTON: Welcome, Gus and Chris. Appreciate your being here.

GUS MARTINEZ (County Assessor): Thank you, Commissioners. Madam Chair, members of the Commission, before we start I just want to let you know that we sent out a survey through our notice of value to ask our constituents how our office was doing in general. We got a lot of those surveys back and we broke them up by zip code and by just basically comments of what they said, if we could improve or how we were doing. We did get some feedback from each of you guys' districts altogether, of just concerns throughout the county, the constituents. So if you guys are interested in what their comments were and that, and just different issues that they brought up I'd be willing to sit with you guys and give you that information if it would be helpful for you guys.

Anyways, this year, around this time every year we are mandated by state statute to present to the County Commission regarding our annual report and our property maintenance program. And so I'm going to go ahead and go over the annual report, and then I will have my deputy, Chris Sanchez and operations manager P.J. Griego go over the property valuation maintenance program.

So this slide here is really a snapshot in time of our valuation. If you look at 2108 tax year, when we were here around this time last year we were at \$7.2 billion of taxable value. This current year in our snapshot in time we are roughly at about \$7.5 billion of assessed taxable value. The bottom net new is about \$83 million that we've brought in through the office, and the top is maintenance, about \$312 million with a 4.32 percent change.

And as you go down, there's residential, it went from 5.5 to 5.8, and non-residential, which is commercial and vacant land went from 1.6 to 1.653 with 1.05 percent.

The second slide is basically a snapshot of building permits, of how the growth passed from 16 through 18 of city, country broken up, and then combined. So you're looking at 2016 at 1,100, almost 1,200 permits that were pulled that we reviewed in our office, and in 2017 it's gone up and actually in 2018 it continues to go up. So it's trending with the growth within the county and the values and property that are being sold.

The next page is the affidavit of sales that are reported or mandated by statute that people report to our office so that we can value property using those affidavits of sale and as you can see, if you go back to 2016, it's broken down from county to city, but the total is 2857 in 2016; 2017 is 3396 sales, and 2018 is 3569. So like I said, it's just trending with what the market is doing.

The next slide is the growth of net taxable value history, so if you go to 2015 all the way to 2019 it just shows the trend of the growth of the net taxable of what we've brought in each year from 15 to 19. Currently in 19 we're at \$312 million of growth, taxable.

The next slide is the net new taxable added. So the new value there, you look at 2014, 2014 was the year when we had Tyler Technology come in and sketch a lot of those homes, bring them in, and they found a lot of omitted assessments and they brought in that \$331 million of taxable. And then there's a trend that pretty much stays the same as you're going up to 2019 at \$83 million.

The next one is the number of sales and then IAAO standards, based off of the sales data. So the mean is 90 to 110, as you see on the standard. The median ratio is the same, coefficient of dispersion is between five and 15 percent and the PRD, price related differential is at 98 to 103. So basically what it's showing is based off of the sales data and how we're valuing, that we're pretty much falling within standards with the value. The coefficient of dispersion is basically showing kind of showing how uniformly we're valuing properties as a whole in the different geographical area so in the whole county, it's running from five to 15 percent and we are actually at nine percent. And the price related differential, we're at about a 100 percent and it falls in with 98 to 103 of market.

And the next page is just what the coefficient of dispersion and price related differential is.

And the last page here is basically a snapshot of what we give to the Property Tax Division of the State when they come in and evaluate us. So they get all this data from us and basically what this is is the parcel counts from 2018 to 2019, which are going up, and then it looks at the taxable value from residential to non-residential, and then business personal property, it breaks down, and then state assessed property, which the state takes care of but it is basically cell towers and that sort of thing that they take care of.

And the bottom portion is the personal exemptions that we do a big push every year of having people try to get those exemptions, which is the head of family, the veterans exemption, 100 percent disabled veterans, and the 65 and older value freeze, and so it just shows you the numbers and basically, it's just a snapshot in time when we give this. A lot of those numbers are a lot higher because of the month of April, when we push all these exemptions. A lot of people are coming in and applying for these exemptions so that number on the 2019 tax year is basically a lot higher and we don't really get those numbers till after May 1<sup>st</sup>.

And then the protests this year are pretty much trending as last year. We got roughly around 1,500 protests this year, and last year we had about the same, so our staff is currently working on all those and trying to get those done by the end of July, so then we can start our reappraisal plan. We start that and it ends December 1<sup>st</sup>. Any questions?

CHAIR HAMILTON: Commissioners, any questions? Guess not yet.

COMMISSIONER GARCIA: I have a question.

CHAIR HAMILTON: Commissioner Garcia.

COMMISSIONER GARCIA: Thank you, Mr. Assessor. On this page here, in 2017, there was roughly \$366 million and then it went down? How come it went down to \$173 million?

MR. MARTINEZ: Because when we're in a reappraisal year, this is the first time that our office has gone through the whole county, parcel by parcel, and our plan is we have to touch each parcel one time every five to six years. And sometimes when we go to reappraisal year the value in some of the areas are not as great as others. And so for instance, when we go to Edgewood, they may not have as much new construction and their values are not as high, and so then that trends with the net taxable in that reappraisal year of what we're doing.

So as you go into the city limits of Santa Fe the value gets higher, and so that \$173 million is part of the city, and then the \$319 is the rest – 2019 is the city limits for last year. 2018 is the northern part of the county, which would be in Commissioner

Roybal's district. The year before that was going to be in Commissioner Moreno's district. And then 2016 is going to be your district, Commissioner Garcia.

COMMISSIONER GARCIA: And then also, Mr. Assessor, regarding "touch every single property", explain to me what you mean by touch every single property. I realize what it is but is it a state statute?

MR. MARTINEZ: Yes. So the standard is that we have to physically or look at each property and make sure that the measurements of each property are correct. Looking at their effective age, looking at everything that we possibly can. We value and we change values every year but we're mandated to go through this reappraisal plan every five to six years and so we use technology to do that, to help us be more efficient to get through this and it looks like as we go forward, as we'll start next year in Edgewood again, I'm thinking with technology we have we'll probably be able to go through the whole county probably instead of five years, probably 3 ½ years probably that we'll be able to go through every property and touch the property physically.

COMMISSIONER MORENO: That's impressive.

COMMISSIONER GARCIA: And then just really quick, in regards to the itemized comparison, 2018 versus 2019, you have real estate, residential land personal property, which is all businesses, and then you have state assessed, so then that's city in and city out, right?

MR. MARTINEZ: On the state assessed? Yes. It's both city in and city out. Yes.

COMMISSIONER GARCIA: Thank you.

CHAIR HAMILTON: Thank you. Yes, Commissioner Hansen.

COMMISSIONER HANSEN: So on the new tax value added, in 2014, that was your first year?

MR. MARTINEZ: In 2015 I took over, but 2014, I mean I was in the office, but 2014 was –

COMMISSIONER HANSEN: When you started the flyovers.

MR. MARTINEZ: Well, the flyover actually started in 2015 but we did hire a company, Tyler Technologies, to go out there and take pictures of homes and sketch homes that we didn't already have in our database.

COMMISSIONER HANSEN: So that's why we had such a large increase in 2014.

MR. MARTINEZ: Correct.

COMMISSIONER HANSEN: You can see the flyovers are actually helpful.

MR. MARTINEZ: Yes, they are. Definitely helpful for our office to keep on schedule.

COMMISSIONER HANSEN: That's an interesting chart.

MR. MARTINEZ: And basically, this trends with the market. So as we look at these every year, it's important to see what the market is doing because what it's going to show you is if there's going to be a downturn, we're going to show it – you'll see a drop-off of everything: building permits, new construction, value, and so it's very important every year as we're going through this to really look at this information

because it's going to tell us what's going to happen going forward. And then looking at the economy and everything that's happening around the country.

CHAIR HAMILTON: Out of curiosity, for those indicators, number of permits and valuation and what not, do you see a lag between other primary economic indicators and how it's reflected in –

MR. MARTINEZ: Yes. So we're always the tail end of a lot of stuff. So it could be booming and then we finally get there. And so that's why it's important to look elsewhere and just see what the markets are doing there because they're going to trend to this in our jurisdiction.

CHAIR HAMILTON: Thank you.

MR. MARTINEZ: And I'll hand it over to Chris.

CHRIS SANCHEZ (Chief Deputy Assessor): Thank you, Chair. I don't want to be redundant in terms of what the Assessor just talked about. He did a great job in terms of talking about the valuation maintenance program. I think you guys have had an opportunity to actually take a look at the report itself. If there's no questions about that I'd like to move forward to press the resolution to be recommended for approval.

CHAIR HAMILTON: Do you have any summary you want to provide for that?

MR. SANCHEZ: So there should be a resolution in front of you, and essentially the information that Assessor Martinez just gave out about the five-year appraisal, how the process works, is exactly what the plan is calling for. If you'd like me to take some time to walk through it I can, I just don't want to be redundant in what Assessor Martinez just spoke about.

CHAIR HAMILTON: Commissioner Garcia.

COMMISSIONER GARCIA: Madam Chair, just really quick. As I met today with Assessor Martinez as well as all of us did meet with him, just this packet and booklet that you put together, you and your team, this is great. And I don't know if you guys are handing this out to the general public or not but this has everything, the breakdown from how many hours your employees spend on GIS, how many hours your employees spend appraising out there. For any other department out there, this is really good. Very good job that you and your team put together and all your staff. This is great. Thank you.

And with that, Madam Chair, thank you for the presentation and I'd make a motion to move forward with the resolution.

CHAIR HAMILTON: That is a motion to approve the resolution.

COMMISSIONER HANSEN: I second it with just one point of discussion.

CHAIR HAMILTON: Go ahead.

COMMISSIONER HANSEN: I just want to thank you, Mr. Assessor, and your entire team. I also had the pleasure to meet with you and I think that we are lucky to have you as an Assessor. Thank you for your hard work and your dedication to your staff and to the County. I really appreciate it. So thank you very much.

CHAIR HAMILTON: Excellent. Other points of discussion? I have a motion and a second.

**The motion passed.**

CHAIR HAMILTON: Thank you very much for coming. Very well done.

**12. B. Presentation by the Santa Fe County Probate Judge**

CORDILIA MONTOYA (Probate Judge): Good afternoon, Madam Chair, Commissioners, County Manager Miller and County Clerk Salazar. Everybody's been up here before; this is my first time up here, and as far as I know, none of the last four probate judges have ever given a report. So for the record, my name is Cordilia Montoya, Probate Judge for Santa Fe County. And like I said, as far as I know, nobody has ever given a report before, so bear with me. This is a first time. I need guidance. Any suggestions. I plan to do this on a quarterly basis and give you an update.

I don't have an assistant, which is okay. I have been assigned before to assist the last four probate judges. In fact, the last probate judge, I trained. He did good. I think I did pretty good. I do my own scheduling and answer my own phone calls and my messages. My schedule: I come in on Wednesdays and Fridays. My schedule is from 11:00 to 3:00. I'm usually here by 10:15, 10:30. Usually don't go home until 4:00 or later. I get in early so that I can answer those calls for my messages and the first calls that I return back is anybody trying to schedule a wedding in case they do want to get married on the days that I'm here. The other ones come in later but I do answer every and each call that comes in.

I do have one concern. I've been very healthy, but let's say that I have an emergency or for some reason get sick and I have appointments, there's no way that I can let them know that I won't be in. That's the only thing I would like a little bit of help, at least to let them know I won't be in or whatever. I do come in on those days and I will come in on emergencies, as long as somebody from the County Clerk calls me and says there's an emergency in probate. Give me half an hour or whatever and I'll be here to assist them. I do come in, let's say Valentine's is a special occasion and I'm hoping – I'm going to try with help from the County Clerk's Office to do something special for the County employees next year for Valentine's. Maybe a little renewal of the vows. I'm working on that.

Like I say, I do stay later than the 3:00. I've stayed up to quarter till five and I'm happy to stay. I will give you a report and I'll start from 2017. This is regarding the new probates. In 2017 there was 99 opened. 2018, it was 69, and now to date I have 89. And these are all up to May 10<sup>th</sup>. Those are the totals. So I'm a little ahead of last year, a little before 2017.

On the weddings, even though I assist them, I think that at the end of the year they were close to 200. I can't give you a count up to the date. So far I've done 84 and I have enjoyed each one of them. I do my probates in the morning; those are the sad ones, so I try and make the happy ones so I can go home happy. That's so far is what I have. If you have any questions, ideas on how to improve this, I'm willing to answer them and get your assistance.

CHAIR HAMILTON: Could we just go to your one concern about not being able to notify people if you were out for an emergency? Are you worried about

people who would be like scheduled for a wedding or a probate hearing that day?

JUDGE MONTOYA: If I have an appointment there is no way I can let them know.

CHAIR HAMILTON: Does the office have like contact information for people who are going to come in?

JUDGE MONTOYA: No, they don't. As far as I know, I'm the only one that has my appointments, my schedule.

CHAIR HAMILTON: I wonder if there is a way to hook up with like Mr. Fresquez in the Manager's Office, or Pauline or something, some formal hookup there, so you could call in and then have them go through your schedule and all people.

COMMISSIONER GARCIA: Madam Chair, just on that. Maybe we could actually ask our County Attorney to look into that and see what happens. Maybe if there's some sort of a state statute or something, if the probate individual, judge can't step aside, how do we handle that? Since another that I'm interested in, since we're going through budget and regarding sometimes FTEs are – the last three or four probate judges actually had somebody assisting them and for you to have twice as many of a case load almost already, I'm just needing to figure out how we can get you some help. Whether we need to talk with Madam Clerk or what not, we need to figure out how we can get you some assistance, as the last two or three or four or five probate judges have had.

JUDGE MONTOYA: Like I say, Madam Chair and County Commissioner Garcia, I was assigned to assist the last three, four probate judges by the County Clerk. Then, like I say, I can do my own scheduling, but the only concern that I have, let's say I have an emergency and all of a sudden I get sick, how do I contact my appointments that I won't be in. So far as I know, nobody else has access to my schedule. I think we can ask County Clerk Salazar about that, just for those two days, or those days that I'm supposed to be in, that I would need some help. Just in case. And hopefully I'll never get sick and I'll be here those days.

CLERK SALAZAR: Madam Chair, Commissioners, the first statement that Judge Cordy Montoya made that she has no one to do her scheduling, that she had concerns about an emergency, and just now she stated she has no problem with scheduling. Now, with regards to an emergency, the County Clerk's Office would work with Judge Montoya. I put together, immediately upon her election and taking office, I put together her packets. I immediately did that. There's no void of administrative assistance. The County Clerk herself will jump in and do whatever's necessary to meet the needs of the responsibilities that I as the County Probate Clerk must do.

In addition to that, I have assigned several staff to work with the judge to handle probates that we must deal with within the County Clerk's Office and to work with the judge. In addition to that, and I've met with Judge Montoya and stated we are two separate offices but yet we're connected. So I also developed a procedure, a policy procedural guide for my staff, how they would work with the judge, what the judge would do, and it's point by point. So there is that administrative assistance. I put together the procedures for the probate court and how they interconnect with the County Clerk's Office, and if there is a concern of emergencies, and if that was brought to my attention, I'm sure that would have been handled immediately.

CHAIR HAMILTON: Great. So I clearly recognize that and I think that

it's clear to me that there's a process that's already in place and actually underway and we're just getting the report out on it. And so I'd like to – is that the report? We really appreciate that you're going to come and give us a report on a regular basis and it's just good to stay in touch with all elected officials.

COMMISSIONER GARCIA: And just really quick, Madam Chair, if you can give me the written administrative policies and procedures you're talking about I would actually like to see those. And also, in regards to if there ever is an emergency out there, I don't think by law you can actually marry an individual because you're elected as the County Clerk, not the probate judge. Those are just questions that I actually have.

CLERK SALAZAR: I don't know about marriage, but I know historically in the past a previous Clerk has been a probate judge and it was assigned by the District Court. In the event there is an emergency, the judge would contact the District Court and ask for someone to be there for her duties in the event she went on vacation or got sick. So there are statutes that remedy that issue. So that has happened in the past. So if a judge goes on vacation, they will contact District Court. The District Court chief judge will appoint someone to do that work.

In addition to that, historically, I know of a County Clerk who was appointed by the court to be the probate judge for a certain period of time. I've never done that; that's fine with me. I would prefer a judge from District Court to do that. I think that would be the most appropriate backup for a judge.

COMMISSIONER GARCIA: Thank you, Madam Chair, Madam Clerk. If you could actually give me a copy of those written policies that you have for that I'd like to see those.

CLERK SALAZAR: Absolutely. Yes. I'll send them all to you so that you're all aware. And to the Manager and to the Attorney. Thank you.

CHAIR HAMILTON: I think this is a process that's actually set and there's no issues going on; it's actually being handled in standard procedures.

JUDGE MONTOYA: Madam Chair, Commissioners, Madam Clerk, she did and I am very thankful for our County Clerk. She had everything in a file. Made it very easy for me or for anybody else to go into the probate packet. The scheduling, I have no problem. The only concern is let's say I have an emergency. Hopefully she has access to my schedule, and I haven't really asked her, that she would contact my appointments that I won't be in, and naturally, if I am out of the office for some reason or go on vacation, it would be a judge from the District Court. And scheduling, I have no problem with it. It's just in case of an emergency that those people do get contacted that I won't be in.

CHAIR HAMILTON: Right.

JUDGE MONTOYA: And I know if she's got access to it, she knows how to get – she's good.

CLERK SALAZAR: Chair Hamilton, Commissioners, the other thing that I'd like you to know that the County Clerk did was that I encourage, highly recommended that the probate judge obtain a County cell phone. No judge has ever had a County cell phone, and I wanted to judge to have immediate access to her email, to her telephone calls and to her scheduling. And so that is an additional tool that the County has provided her already. So that's a plus. In the past we've had probate judges who were

attorneys and wanted to have very limited duties to the work that they did. Judge Montoya has experience because she was appointed previously and I appointed her again, so she has more experience than practically any of the judges in the past. So the resources are there and I want to thank you and the County Manager for approving a County telephone for the judge.

CHAIR HAMILTON: That's great. Thank you very much.

MS. MILLER: Madam Chair, the judge may not have the phone yet but I did say it was appropriate for her to have a phone and we will build that into her budget.

CHAIR HAMILTON: I appreciate it.

JUDGE MONTOYA: That will really help me then. I could actually have my schedule and I could return or tell the clients that I won't be in.

CHAIR HAMILTON: Fantastic. So we do have it covered.

JUDGE MONTOYA: If you have any questions or you can come and visit me in my office. I'm at the third floor at the Bokum Building.

COMMISSIONER GARCIA: Madam Chair, so real quick. Thank you, Judge Montoya for actually coming up and giving us a report and all of us up here, like the Clerk, we're all elected officials, so welcome aboard and whatever you need from this County Commission you're welcome to come to that podium any time you'd like and speak to the County. Thank you.

COMMISSIONER HANSEN: Madam Chair.

CHAIR HAMILTON: Yes, Commissioner Hansen.

COMMISSIONER HANSEN: Thank you, Judge Montoya. Thank you for coming forward and thank you for giving us an update. I look forward to seeing you again.

CHAIR HAMILTON: Thank you very much.

JUDGE MONTOYA: If you need anything else go visit me.

CHAIR HAMILTON: Yes, we definitely will.

CLERK SALAZAR: Excuse me. Just as an elected official, I just wanted to give a quick announcement.

CHAIR HAMILTON: Oh, yes. My apologies.

CLERK SALAZAR: My announcement as an elected official for today would be remind voters that we will be having a local election November 5<sup>th</sup> and prior to that, early voting. So I just want to remind those who are qualified to vote that we will be having an election that the County Clerk will be running for all of the local entities who will be on that ballot. Thank you.

CHAIR HAMILTON: Excellent. Thank you very much. So I think that covers all the elected officials.

### 13. MATTERS FROM THE COUNTY ATTORNEY

- A. **Executive Session: Limited Personnel Matters, as Allowed by Section 10-15-l(H)(2) NMSA 1978; Board Deliberations in Public Hearing(s) on the Agenda, as Allowed by Section 10-15-l(H)(3) NMSA 1978; Discussion of Bargaining Strategy Preliminary to Collective Bargaining Negotiations Between the Board of County Commissioners and Collective Bargaining Units, as Allowed by**

**Section 10-15-1(H)(5); Discussion of Contents of Competitive Sealed Proposals Pursuant to the Procurement Code During Contract Negotiations as Allowed by Section 10-15-1(H)(6); Threatened or Pending Litigation in which Santa Fe County is or May Become a Participant, as Allowed by Section 10-15-1 (H)(7) NMSA 1978; and Discussion of the Purchase, Acquisition or Disposal of Real Property or Water Rights, as Allowed by Section 10-15-1 (H)(8) NMSA 1978, including:**

1. **Regional Water System Related to the Aamodt Settlement**
2. **Revival of judgment in the Matter of *County v. David Montoya, Erminio Montoya and Tom R. Benavides***

MR. FREDERICK: Thank you, Madam Chair. We're requesting to go into executive session to discuss the two matters listed under item 13 pursuant to the authorities listed in the same item.

COMMISSIONER HANSEN: I move that we go into executive session and the items that we will discuss are on the agenda under Section A. 1 and 2.

COMMISSIONER MORENO: Second.

CHAIR HAMILTON: Thank you. I have a motion and a second. Can I have roll call, please?

**The motion to go into executive session pursuant to NMSA Section 10-15-1-H (2, 3, 5, 6, 7, and 8) to discuss the matters delineated above passed by majority roll call vote as follows:**

Commissioner Garcia	No: Unable to attend
Commissioner Hamilton	Aye
Commissioner Hansen	Aye
Commissioner Moreno	Aye
Commissioner Roybal	Not Present

[The Commission met in executive session from 4:48 to 5:56.]

CHAIR HAMILTON: I'll entertain a motion to come out of executive session.

COMMISSIONER HANSEN: I move to come out of executive session and nothing that we spoke about – we only spoke about everything that was on the agenda and nothing else. All those that were present were the County Manager, the three of us and our directors on Aamodt.

CHAIR HAMILTON: Excellent. Do I have a second?

COMMISSIONER MORENO: Second.

CHAIR HAMILTON: Thank you.

**The motion passed by unanimous [3-0] voice vote.**

14. PUBLIC HEARINGS

- A. **CASE #19-5080 Valverde at Las Campanas Preliminary Plat & Final Plat . Las Campanas Holdings, LLC, Applicant, Design Enginuity (Oralynn Guerrerortiz), Agent, Requests Preliminary Plat and Final Plat Approval of the Valverde at Las Campanas, Consisting of an 18-Lot Residential Subdivision on Tract A-2 of the Los Santeros Subdivision [Exhibit 4: Agreement to Construct and Transfer Water and Sanitary Sewer Improvements]**

NATHAN MANZANARES (Case Manager): Madam Chair, The applicant is seeking preliminary and final plat approval for the Valverde at Las Campanas Subdivision which will consist of 18 residential lots within the existing Las Campanas Planned Development District. Valverde at Las Campanas will be constructed in one phase. The project site is on 7.95 acres. The proposed lots will range in size from a quarter acre to a half acre in size. The subdivision will dedicate one lot to open space totaling 0.55 acres. The project will be accessed through Paseo Aragon and will have one single access point via Valverde Drive. The development will be served by the Las Campanas Water and Sewer Cooperative. The developer intends to construct all homes within Valverde at Las Campanas.

The proposed development has been reviewed by staff for compliance with the applicable requirements set forth in the Santa Fe County Sustainable Land Development Code pertaining to Preliminary Plat and Final Plat Approval Standards and Requirements. Staff has also reviewed all applicable studies, reports and assessments set forth in Chapter 6 of the SLDC as provided by the applicant. In addition, staff has reviewed the application in accordance with Chapter 7 pertaining to the Sustainable Design Standards from the SLDC.

Staff has determined that this project is in compliance with the SLDC requirements and find the facts presented support the approval for the request for preliminary and final plat approval for the Valverde at Las Campanas residential subdivision consisting of 18 lots on 7.95 acres.

Lastly, the applicant submitted a signed and executed Water and Sewer Service Agreement on May 5<sup>th</sup> prior to the BCC hearing. Therefore, Staff recommends approval of the project subject to the conditions as stated in the report, with an amendment to condition 6 to be rephrased to state: "Applicant must fence all slopes 30 percent or greater *located within 25 feet of any areas which could be disturbed* prior to construction to ensure no additional disturbance of existing slopes greater than 30%"

[The conditions are as follows:]

1. Applicant shall comply with all previously imposed conditions of the Los Santeros Master Plan, and Master Plat.<sup>[CEVI]</sup> (Exhibit 9 in report)
2. Applicant shall comply with all review agency conditions (as stated in the record under Exhibit 6), which shall be noted on the recorded Final Plats and Development Plan.

3. The Applicant shall enter into a Subdivision Improvement Agreement with the County for completion of all subdivision improvements on-site and off-site, this agreement shall be signed by the Administrator, recorded and referenced on the plat.
4. Applicant shall record the Final Plats and Development Plan with the County Clerk.
5. Applicant shall submit an engineered cost estimate to be approved by Staff and a financial guarantee in an amount sufficient to ensure completion of all required improvements prior to recording the Final Plat.
6. Applicant must fence all slopes in excess of 30% or greater located within 25 feet of any areas which could be disturbed prior and during the start of construction to ensure no additional disturbance of existing slopes greater than 30%. [Modified at staff report.]
7. Applicant shall record Water-Restriction Covenants, restricting annual water consumption to 0.25 acre-feet per year, per lot for all lots within Valverde at Las Campanas.

Madam Chair, I stand for any questions.

CHAIR HAMILTON: Excellent. So just for clarity, what you read was your recommended modification to condition number 6.

MR. MANZANARES: Madam Chair, that's correct. To modify condition 6.

CHAIR HAMILTON: So are there any preliminary questions before I go to public hearing from any of the Commissioners? So I'm going to go ahead and open the public hearing on this matter. Is there anybody here who wants to speak to this? Please.

[Duly sworn, Oralynn Guerrerortiz testified as follows:]

ORALYNN GUERRERORTIZ: Hi. I'm Oralynn Guerrerortiz with Design Enginuity, and here with me today is Rob Gibbs with Arete Homes and he's the developer of this property. We agree to all staff conditions and I'm just here to answer any questions you might have.

CHAIR HAMILTON: Excellent. Commissioner Hansen.

COMMISSIONER HANSEN: Welcome. Nice to see you. I'm not asking this as a requirement. I'm only asking if you're considering this. Will these homes have PV and solar energy on them?

MS. GUERRERORTIZ: I'll leave that up to Mr. Gibbs.

[Duly sworn, Rob Gibbs testified as follows:]

ROB GIBBS: Rob Gibbs, managing member of Arete Cole Development Company. To answer your question, we'll have everything prepared for that and we'll be offering that as an optional purchase to the homeowners, but we prepare all of our homes to be able to take any type of solar panels on the roof, and we just have to be in compliance with Las Campanas Design Review Committee's requirements for that.

COMMISSIONER HANSEN: And where do they stand on that? Where does Las Campanas stand on that? Do they discourage that?

MR. GIBBS: Commissioner, I'm not sure because we have not had that discussion about solar. We've just talked about siting, the site work, and so we have not gotten into that part of it.

COMMISSIONER HANSEN: But all the homes will be conduit ready, so to speak?

MR. GIBBS: Correct.

COMMISSIONER HANSEN: And so they will be available. I'm sure you will explain to them that this is a cheaper alternative than to have, to be regularly hooked up to PNM or whoever.

MR. GIBBS: Yes. We can do that. We work with a subcontractor/supplier that has all the benefits of solar energy – the tax savings and depending on the size of the unit, what kind of energy it can develop for their home.

COMMISSIONER HANSEN: So I know I can't require you to do that but I will ask, since this is my district, to please encourage that. I will also reach out to the master HOA and find out what their status is on that position.

MR. GIBBS: Thank you. We'll follow through on that and also investigate the requirements they have for solar energy.

COMMISSIONER HANSEN: I appreciate that. Thank you so much.

CHAIR HAMILTON: Are there other questions? Are there other people here from the public who want to speak to this? Please come forward.

[Duly sworn, Albert Antonez testified as follows:]

ALBERT ANTONEZ: Albert Antonez. I actually live in Los Santeros as well, and I just wanted to commend this firm for their openness and their willingness to meet with us and address everything on the front. It's been so transparent and I just wish every development went through the same process. It's refreshing. So thank you very much and it looks to be a wonderful little development.

CHAIR HAMILTON: Great. Thank you very much.

MR. ANTONEZ: You're welcome. Thank you.

CHAIR HAMILTON: Is there anybody else here from the public who would like to speak to this issue? So seeing none, I'm going to go ahead and close public comment. Are there further questions from the Board? Any technical questions? I don't actually have any.

COMMISSIONER HANSEN: Madam Chair.

CHAIR HAMILTON: So I do have a few other questions. So the entry monument, will it match all the other entry monuments, basically?

MR. GIBBS: So Commissioner, we put a placeholder there at the entrance to identify the new development of Valverde in Las Campanas, and we'll work with the Las Campanas HOA and the Design Review Committee on complying with the requirements they have for signage.

COMMISSIONER HANSEN: And the landscaping?

MR. GIBBS: Yes. On the landscaping, there's not a whole lot of landscaping in there because there's not much open space, so at the entrance, we'll work again with the HOA on our landscape design and be in compliance with them because when we complete those, those will be turned over to the HOA for maintenance.

COMMISSIONER HANSEN: At the present moment they have a landscaping committee, and so there's a certain style that they've all been working on and so I just want to make sure there's compliance with the HOA.

And then my only other question is I know you're paying a fee in lieu for

affordable housing. How much are you paying?

MR. GIBBS: Actually, that fee has already been paid by the Las Campanas developers so we're not involved in that. That already had been satisfied.

COMMISSIONER HANSEN: So that's been done in the past?

MR. GIBBS: Yes.

COMMISSIONER HANSEN: Okay. That's all the questions I have. I will move to approve.

COMMISSIONER MORENO: Second.

CHAIR HAMILTON: Great. I have a motion and a second.

MR. FREDERICK: Madam Chair. Was that with conditions?

CHAIR HAMILTON: Yes. Let me just clarify that. I made that assumption. I appreciate the question. Commissioner Hansen, I'm assuming – does your motion include as conditioned –

COMMISSIONER HANSEN: All conditions that staff has assigned to this development.

CHAIR HAMILTON: And the second included that as well?

COMMISSIONER MORENO: Yes.

CHAIR HAMILTON: And you guys were clear on that, that it's as recommended by the staff, with those conditions. And you said that, just so we have it for the record.

**The motion passed by unanimous [3-0] voice vote.**

**15. CONCLUDING BUSINESS**

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

Having completed the agenda and with no further business to come before this body, Chair Hamilton declared this meeting adjourned at 6:06 p.m.



ATTEST TO:

*Geraldine Salazar*  
GERALDINE SALAZAR  
SANTA FE COUNTY CLERK

Approved by:

*Anna Hamilton*  
Board of County Commissioners  
Anna Hamilton, Chair

SFC CLERK RECORDED 06/13/2019

SFC CLERK RECORDED 06/13/2019

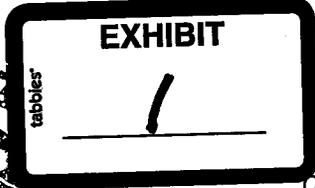


AGENDA ITEM: 1. K

**Henry P. Roybal**  
Commissioner, District 1

**Anna Hansen**  
Commissioner, District 2

**Rudy N. Garcia**  
Commissioner, District 3



**Anna T. Hamilton**  
Commissioner, District 4

**Ed Moreno**  
Commissioner, District 5

**Katherine Miller**  
County Manager

## Memorandum

**Date:** May 14, 2019

**To:** Board of County Commissioners

**Via:** Katherine Miller, County Manager

**From:** Anna C. Hansen, Santa Fe County Commissioner, District 2

**Subject:** A Proclamation Honoring Victoria L. Trujillo for Her Outstanding Public Service as Chief Deputy Clerk for Santa Fe County

### Background and Summary:

Santa Fe County Chief Deputy Clerk Victoria L. "Vicky" Trujillo retired from the Santa Fe County on Friday, May 3, 2019, after 12 years of service. She was appointed to this position under former County Clerk, Valerie Espinoza, and was retrained by Santa Fe County Clerk Geraldine Salazar.

In her 55-year career, Mrs. Trujillo devoted herself to public service first working, for 26 years, for the Catholic Social Services, a local non-profit, where she connected loving families with infants and babies. She then worked for 14 years, for the State of New Mexico's Children, Youth and Families Department (CYFD) as an intake coordinator with the Children's Mental Health Services Division and as a social worker with the Protective Services Division, before joining the County in 2007.

Vicky and her husband Jim celebrated their 55<sup>th</sup> wedding anniversary last month; they raised three sons together and she supported him through 17 years of service as a State Representative of District 45.

### Action Requested:

Chair Hansen respectfully requests the Board of County Commissioners support and approve this proclamation.

SFC CLERK RECORDED 06/13/2019



## THE BOARD OF SANTA FE COUNTY COMMISSIONERS

### *A PROCLAMATION HONORING VICTORIA L. TRUJILLO FOR HER OUTSTANDING PUBLIC SERVICE AS CHIEF DEPUTY CLERK FOR SANTA FE COUNTY*

**WHEREAS**, Victoria L. "Vicky" (Romero) Trujillo was born and raised in Santa Fe County's Pojoaque Valley; and

**WHEREAS**, she is the first-born daughter of Alfonso and Trinie Romero and has five siblings; and

**WHEREAS**, she earned her high school diploma from the former Santa Cruz High School and attended St. Joseph's College in Albuquerque before becoming the first full-time, female graduate of the College of Santa Fe, earning a Bachelor's degree in social work and psychology in 1966; and

**WHEREAS**, she married Jim Trujillo on April 18, 1964, with whom she shares her love of public service and with whom she raised their three sons, and who she has supported through 17 years of his service as a State House Representative of District 45; and

**WHEREAS**, she has devoted herself to public service within the state of New Mexico by working for the Catholic Social Services, a local non-profit, connecting loving families with infants and babies, for 26 years; and

**WHEREAS**, she worked, for 14 years, for the State of New Mexico's Children, Youth and Families Department (CYFD) as an intake coordinator with the Children's Mental Health Services Division and as a social worker with the Protective Services Division; and

**WHEREAS**, in 2007, she was appointed Chief Deputy Clerk for Santa Fe County ("County") under former County Clerk, Valerie Espinoza, and was retained by County Clerk, Geraldine Salazar until her retirement on May 3, 2019; and

**WHEREAS**, in her role as Chief Deputy County Clerk she:

- Learned the business of running an elected office in the interest of the public;
- Was indispensable in the operations of the Clerk's Office to ensure that staff were readily available to assist customers;
- Worked with the County Clerk to maintain a high standard of accountability and professionalism in the office; and
- Organized the Human Resource and Personnel processes of the County Clerk's Office; and

**WHEREAS**, her continuing legacy includes:

- Providing advice and guidance to staff regarding development, professionalism and accountability;
- Serving as a resource, role model and sharing the knowledge she obtained throughout her diverse and lengthy career.



***NOW, THEREFORE, BE IT PROCLAIMED that the Board of Santa Fe County Commissioners hereby honors Victoria L. Trujillo for her outstanding contributions as Chief Deputy Clerk for the County Clerk's Office; devoted public service and her commitment to professionalism.***

**APPROVED, ADOPTED, AND PASSED ON THIS 14<sup>H</sup> DAY OF MAY, 2019.**

\_\_\_\_\_  
Anna T. Hamilton, Chair  
Commissioner District 4

\_\_\_\_\_  
Henry P. Roybal, Vice-Chair  
Commissioner District 1

\_\_\_\_\_  
Anna C. Hansen, Commissioner  
District 2

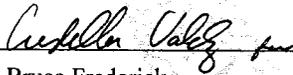
\_\_\_\_\_  
Rudy N. Garcia, Commissioner  
District 3

\_\_\_\_\_  
Ed Moreno, Commissioner  
District 5

\_\_\_\_\_  
Katherine Miller  
County Manager

**APPROVED AS TO FORM:**

**ATTESTATION:**



\_\_\_\_\_  
R. Bruce Frederick  
Santa Fe County Attorney

\_\_\_\_\_  
Geraldine Salazar  
Santa Fe County Clerk

**SFC CLERK RECORDED 06/13/2019**

AGENDA ITEM:

Amendment No. 3 to Lease Agreement No. 2015-



SANTA FE COUNTY  
AMENDMENT NO. 3 TO THE OFFICE PROPERTY  
LEASE AGREEMENT WITH PLAINS EAGLE CORPORATION

THIS AMENDMENT is made and entered into this 16 day of MAY 2018 by and between Plains Eagle Corporation, a New Mexico corporation ("Lessor"), and Santa Fe County, a political subdivision of the State of New Mexico ("Lessee").

WHEREAS, on June 15, 2015, the Lessor and Lessee entered into Lease Agreement No. 2015-0355-SD/IC for office space located at 1204 Mercantile Road, Santa Fe, NM 87507 with appropriate parking spaces ("Premises"); and

WHEREAS, on June 19, 2017 the Lessor and Lessee entered into Amendment No. 2 to extend the term of this Agreement for one year from July 1, 2017 to June 30, 2018; and

WHEREAS, Article 18, "Amendments; Binding Effect" of Lease Agreement No. 2015-0355-SD/IC allows the parties to amend the Agreement by an instrument in writing executed by the parties; and

WHEREAS, the County wishes to extend the term of the Lease Agreement No. 2015-0355-SD/IC to June 30, 2019; and

WHEREAS, both parties desire to enter into this Amendment No. 3.

NOW THEREFORE, both parties agree as follows.

1. ARTICLE 2. "Term" a new subparagraph "A.3" is inserted to read as follows:
  3. By Amendment No. 3, the Lessee notified Lessor and exercised the Lessee's option to extend the term of this Agreement for one year from July 1, 2018 to June 30, 2019.
2. ARTICLE 3 "Compensation" a new subparagraph "3.b" is inserted to read as follows:
  - b. By Amendment No. 3, the Lessee agrees to pay the Lessor rent in the amount of \$3,948.00 per month, due and payable on or before the first day of each month at the offices of Lessor at the address listed above. This monthly rent shall be for the period of July 1, 2018 through June 30, 2019.
3. All other provisions of Lease Agreement No. 2015-0355-SD/IC not specifically amended or modified by Amendment No. 2 and this Amendment No. 3 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed this Amendment to the Lease Agreement No. 2015-0355-SD/IC as of the date of last signature by the parties hereto.

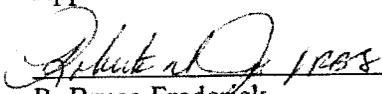
SFC CLERK RECORDED 06/13/2019

**SANTA FE COUNTY - LESSEE:**

  
\_\_\_\_\_  
Katherine Miller, Manager  
Santa Fe County

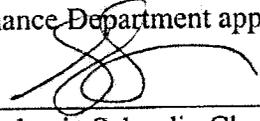
5.10.18  
Date

Approved as to form:

  
\_\_\_\_\_  
R. Bruce Frederick  
Santa Fe County Attorney

5-7-18  
Date

Finance Department approval:

  
\_\_\_\_\_  
Stephanie Schardin Clarke  
Finance Department Director

5/8/18  
Date

**LESSOR:**

  
\_\_\_\_\_  
(Signature)

5/16/18  
Date

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Title)

**SANTA FE COUNTY  
AMENDMENT NO. 2 TO THE OFFICE PROPERTY  
LEASE AGREEMENT WITH PLAINS EAGLE CORPORATION**

**THIS AMENDMENT** is made and entered into this 19<sup>th</sup> day of JUNE 2017 by and between **Plains Eagle Corporation**, a New Mexico corporation (“Lessor”), and **Santa Fe County**, a political subdivision of the State of New Mexico (“Lessee”).

**WHEREAS**, on June 15, 2015 the Lessor and Lessee entered into Lease Agreement No. 2015-0355-SD/IC for the office space located at 1204 Mercantile Road, Santa Fe, NM 87507 with appropriate parking spaces (“Premises”); and

**WHEREAS**, on June 1, 2016 the Lessor and Lessee entered into Amendment No. 1 to extend the term of this Agreement for one year from July 1, 2016 to June 30, 2017; and

**WHEREAS**, Article 18, “Amendments; Binding Effect”; of Lease Agreement No. 2015-0355-SD/IC allows the parties to amend the Agreement by an instrument in writing executed by the parties; and

**WHEREAS**, the County wishes to extend the term of the Agreement to June 30, 2018; and

**WHEREAS**, both parties desire to enter into this Amendment No. 2.

**NOW THEREFORE**, both parties agree as follows.

1. **ARTICLE 2.** “Term” a new subparagraph “A.2” is inserted to read as follows:
  2. By Amendment No. 2, the Lessee notified Lessor and exercised the Lessee’s option to extend the term of this Agreement for one year from July 1, 2017 to June 30, 2018.
2. **ARTICLE 3** “Compensation” a new subparagraph “3.b” is inserted to read as follows:
  - b. By Amendment No. 2, the Lessee agrees to pay the Lessor rent in the amount of \$3,677.00 per month, due and payable on or before the first day of each month at the offices of Lessor at the address listed above. This monthly rent shall be for the period of July 1, 2017 through June 30, 2018.
3. All other provisions of Lease Agreement No. 2015-0355-SD/IC not specifically amended or modified by Amendment No. 1 and this Amendment No. 2 shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have duly executed this Amendment to the Agreement as of the date first written above.

**SFC CLERK RECORDED 06/13/2019**

**SANTA FE COUNTY - LESSEE:**

Katherine Miller  
Katherine Miller, Manager  
Santa Fe County

6.9.17  
Date

**Approved as to form**

Gregory S. Shaffer  
Gregory S. Shaffer  
Santa Fe County Attorney

6-9-17  
Date

**Finance Department Approval**

Don D. Moya  
Don D. Moya  
Finance Department Director

6-9-17  
Date

**LESSOR:**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Title)

SANTA FE COUNTY - LESSEE:

Katherine Miller  
Katherine Miller, Manager  
Santa Fe County

6-9-17  
Date

Approved as to form

Gregory S. Shaffer  
Gregory S. Shaffer  
Santa Fe County Attorney

6-9-17  
Date

Finance Department Approval

Don D. Moya  
Don D. Moya  
Finance Department Director

6-9-17  
Date

LESSOR:

James Ellegood  
(Signature)

6-19-17  
Date

James Ellegood  
(Print Name)

President  
(Print Title)

SFC CLERK RECORDED 06/13/2019

**SANTA FE COUNTY**  
**~~AMENDMENT NO. 1~~ TO THE LEASE AGREEMENT**  
**WITH PLAINS EAGLE CORPORATION**

THIS AMENDMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2016 by and between Plains Eagle Corporation, hereafter referred to as the "Lessor", and Santa Fe County, hereinafter referred to as "Lessee", and

WHEREAS, on June 15, 2016 the Lessor and Lessee entered into Lease Agreement No. 2015-0355-SD/IC for the office space located at 1204 Mercantile Road, Santa Fe, NM 87507 with appropriate parking spaces, hereinafter referred to as the 'Premises; and

WHEREAS, Article 18, "Amendments; Binding Effect"; of Lease Agreement No. 2015-0355-SD/IC allows the parties to amend the Agreement by an instrument in writing executed by the parties; and

WHEREAS, the County wishes to extend the term of the Agreement to June 30, 2017; and

WHEREAS, both parties desire to enter into this Amendment No. 1.

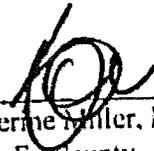
NOW THEREFORE, both parties agree as follows.

1. ARTICLE 2. "Term" a new subparagraph "A.1" is inserted to read as follows:
  - a. By Amendment No. 1, the Lessee notified Lessor and exercised the Lessee's option to extend the term of this Agreement for one (1) year from July 1, 2016 to June 30, 2017.
2. ARTICLE 3 "Compensation" a new subparagraph "3.a" is inserted to read as follows:
  - a. By Amendment No. 1, The Lessee agrees to pay the Lessor rent in the amount of Three Thousand Six Hundred Seventy Seven Dollars (\$3,677.00) per month, due and payable on or before the first day of each month at the offices of Lessor at the address listed above. This monthly rent shall be for the period of July 1, 2016 through June 30, 2017.
3. All other provisions of Lease Agreement No. 2015-0355-SD/IC not specifically amended or modified by this Amendment No. 1 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed this Amendment to the Agreement as of the date first written above.

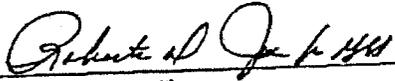
SFC CLERK RECORDED 06/13/2019

SANTA FE COUNTY:

*for*   
Katherine Miller, Manager  
Santa Fe County

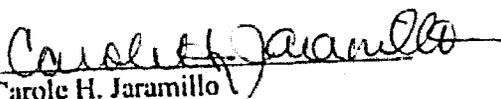
6.10.16  
Date

Approved as to Form

  
Gregory S. Shaffer  
Santa Fe County Attorney

6-7-16  
Date

Finance Department Approval

  
Carole H. Jaramillo  
Finance Department Director

6/10/16  
Date

CONTRACTOR:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Title)

OFFICE PROPERTY LEASE AGREEMENT

WITH

PLAINS EAGLE CORPORATION

6/15/15

This Lease Agreement is made and entered into as the last date entered below on the signature page, by and between **PLAINS EAGLE CORPORATION**, a New Mexico corporation, located at 1221 Mercantile Road, Santa Fe, NM 87507, hereinafter referred to as the "Lessor" and **SANTA FE COUNTY**, hereinafter referred to as the "Lessee".

In consideration of the covenants and agreements of the Lessee as set forth in this Lease, the Lessor does hereby lease, let and demise into the Lessee, under the conditions specified below, administrative office space located at 1204 Mercantile Road, Santa Fe, NM 87507.

1. Premises.

This lease pertains to office space located at 1204 Mercantile Road, Santa Fe, NM 87507 with appropriate parking spaces, hereinafter referred to as the "Premises." 4100 sq.

2. Term.

A. The Lessor agrees to lease the Premises to the Lessee, under the conditions specified in this Lease Agreement, for a period of one (1) year, commencing on July 1, 2015 and terminating on June 30, 2016 unless sooner terminated according to the terms and conditions hereinafter set forth.

B. Lessee shall have an option to renew this Lease for an additional two years on the same terms and conditions. The Lessee may exercise this option by submitting a written notice to Lessor that the Lease will be extended one or two years. The notice must be submitted to Lessor at least sixty calendar days prior to the expiration of the Lease. Tim 6/15/15

3. Compensation.

10.76/SE/YR  
The Lessee agrees to pay the Lessor rent in the amount of Three Thousand Six Hundred Seventy Seven Dollars (\$3,677.00) per month, due and payable on or before the first day of each month at the offices of Lessor at the address listed above. This monthly rent shall be for the period of July 1, 2015 through June 30, 2016. Any payment not received by the fifth day after the due date shall accrue a Twenty Five Dollar (\$25.00) late charge.

4. Maintenance.

A. Lessor's obligation. Lessor shall keep and maintain the Premises in good order, condition and repair, including without limitation, the exterior walls (unless Lessee, it's employees or invitees damage such walls), roof, foundation, concrete slab, parking lot, curbs and sidewalks, building front, sewage facilities within or connected with the Premises including the free flow

SFC CLERK RECORDED 06/13/2019

up to the main sewer line (if a drain line is caused to clog due to Lessee's neglect, Lessee is responsible for any service to remedy the clog), heating and cooling systems, and electrical systems. Lessor shall further be responsible for (i) sweeping, and snow removal on the sidewalk immediately in front of the Premises and (ii), sweeping and snow removal immediately in front of any front and rear doors to the Premises if snow is over two inches.

**B. Lessee's obligations.**

Lessee shall keep in good order and repair the interior of the Premises including but not limited to door hardware, doors, windows, floor coverings, walls, plumbing fixtures, light fixtures, light bulbs, ceilings (unless damage is caused by a roof leak.) Lessee shall keep the interior appearance in a first-class condition. Fire extinguishers will have proper, current inspection tags during occupancy and upon vacating premises, which Lessee shall maintain throughout the Lease term. Lessee is responsible for applying Calcium Chloride type "ice melt" to ice on sidewalks. Lessee is responsible and shall keep in good order and repair the exterior fences (fence at back of facility was installed by Lessee).

**5. Inspection.**

Lessor shall have the right to enter any and all parts of the Premises at all reasonable hours (or, in an emergency, at any hour) to inspect the Premises or clean or make repairs or alterations to the Premises as the Lessor may deem necessary.

**6. Hazardous Materials.**

Lessee shall not knowingly permit any hazardous material to be kept on or about the Premises. This shall include, but not limited to, hydrocarbons, petroleum gasoline and or crude oil or any products, by products, or fractions thereof.

**7. Utilities.**

Lessee shall be responsible for payment of all electric, gas, refuse, water, sewer charges, security and telephone, internet, and other communications utilities attributable to the Premises during the term.

**8. Insurance.**

A. Lessor shall carry and maintain in full force and effect during the term and any extension or renewal thereof fire and extended coverage insurance upon the Premises and all alterations, additions and improvements thereto.

B. Lessee shall carry and maintain in full force and effect during the term and any extension or renewal thereof fire and extended coverage on the contents, furniture, fixtures and equipment and other personal property used in Lessee's business.

C. Lessee shall carry and maintain in full force and effect during the Term and any extension or renewal thereof liability insurance for its activities and personal property on the leased property. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than \$1,000,000.00 per occurrence with an annual aggregate of not less than \$2,000,000.00. Lessee shall maintain insurance and provide a certificate of this policy to Lessor upon demand and Lessor shall be added as additional insured.

**9. Taxes.**

A. Lessor shall pay real property taxes, to include any special and general assessments, on the tax parcel containing the Premises and against any alterations, additions and improvements thereon.

B. Lessee shall be responsible for all these taxes related to the operation of Lessee's business on the Premises to included, but not limited to, employment taxes, income taxes, gross receipts taxes, compensating taxes and state and local property taxes on the inventory, furniture, fixtures and equipment or other personal property used in Lessee's business.

**10. Alterations, Additions, and Improvements.**

A. Lessee shall not make any alterations, additions, or improvements to the Premises without the written consent of Lessor, which consent shall not be unreasonably withheld, and then only upon the terms and conditions as may be reasonably imposed by Lessor along with any grant or approval.

B. Lessee agrees that all alterations, additions, and improvements desired by Lessee shall be made at the expense of Lessee. Lessee shall not permit any mechanic's or material men's liens to be filed against or attach to the Premises as a result of any work done by Lessee on the Premises. If any lien is filed against or attaches to the Premises, Lessee shall immediately notify Lessor in writing and Lessee shall cause such lien to be removed within sixty days of notice thereof or if Lessee, in good faith, desires to contest such lien, Lessee shall be privileged to do so, and shall, in the event of judgment or foreclosure on such lien, caused the same to be discharged and removed prior to the execution of such judgment.

C. Lessee agrees that any and all alterations, additions and improvements except for signs, shelving and moveable furniture, fixtures and equipment shall merge with and become a permanent part of the Premises and any and all interest of Lessee shall vest in Lessor. At the termination of this Lease, Lessee shall be responsible for removing any signs, shelving and moveable furniture and equipment owned by Lessee from the Premises and Lessee shall repair any damage caused by the removal of same. Additionally, Lessor may, at its option, require Lessee to remove any additions, repair and alterations in order to restore the Premises to the condition existing at the time Lessee took possession, with all costs of removal to be borne by Lessee.

**11. Assignment or Sublease.**

Lessee shall not assign, sublease or otherwise transfer their right of occupancy and/or use of the Premises without the prior approval of the Lessor, which right shall not be unreasonably withheld.

**12. Destruction of or Damage to Premises.**

A. Lessee agrees that if at any time during the Term, or any extension or renewal thereof, the Premises shall be totally or partially destroyed due to any cause whatsoever, upon Lessee's notice

to Lessor of such destruction, Lessor shall have the option to rebuild or repair the Premises to such state of condition and repair as existed immediately prior to such destruction or damage, provided that rebuilding or repair shall be completed within one hundred eighty (180) days of Lessee's obtaining appropriate permits to commence repairs or construction. In such case, rental herein shall be abated or adjusted until the Premises have been rebuilt or repaired.

B. If, within thirty days following receipt of Lessee's written notice of destruction or damage, Lessor elects not to rebuild or repair the Premises, Lessor shall so notify Lessee in writing, and thereupon this Lease shall terminate and become null and void. Lessor shall have no duty or obligation to rebuild or repair any furniture, fixtures, equipment or other personal property belonging to Lessee or used in Lessee's business. Notwithstanding the foregoing, if Lessor is unable, or will be unable to complete repairs or construction as required herein, Lessee may terminate this Lease with written notice to Lessor and all further obligations shall cease as of the date of Lessor's receipt of such notice.

### 13. Force Majeure.

Whenever a period of time is herein prescribed for action to be taken by Lessor, Lessor shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, and delays due to strikes, riots, acts of God, war restrictive governmental laws or regulations or any other causes of any kind whatsoever which are beyond the control of the Lessor.

### 14. Notices.

A. Each provision and requirement of this Lease Agreement or of any applicable governmental laws, ordinances, or regulations, for the giving of notice shall be deemed to be complied with when and if the following steps were taken:

B. All rent and other payments required to be made by the Lessee, to the Lessor, hereunder shall be payable to the Lessor at the following address or at such other address as the Lessor may specify from time to time by written notice delivered in accordance herewith:

(Physical Address)  
Plains Eagle Corporation  
1221 Mercantile Road  
Santa Fe, NM 87507

(Mailing Address)  
PO Box 5798  
Santa Fe, NM 87502

C. All notices to the Lessee provided for in this Lease Agreement shall be sent to the Lessee at the following address:

Santa Fe County Attorney  
Santa Fe County  
PO Box 276  
Santa Fe, NM 87504-0276

D. Any notice required to be delivered hereunder shall be deemed to be delivered when deposited in the United States Mail postage prepaid, certified or registered mail (with or without receipt

requested) addressed to the parties hereto at the addresses set forth above or such other address as either of said parties have theretofore specified by written notice delivered in accordance herewith.

**15. Appropriations.**

This Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Board of County Commissioners and/or, if state and/or federal funds are involved, the Legislature of the State of New Mexico and/or the appropriate federal agency(ies). If sufficient appropriations and authorizations are not made in this or future fiscal years, this Agreement shall terminate upon written notice by the Lessee to the Lessor. Such termination shall be without penalty to the Lessee. The Lessee's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Agreement shall be final and not subject to challenge by the Lessor in any way or forum, including a lawsuit. Termination of this Lease for non-appropriations or absence of authorization will not be considered a breach or default by Lessee.

**16. Assigns.**

All covenants, promises, conditions, representations and agreements herein contained shall be binding upon, apply and insure to the parties hereto and their respective heirs, executors, administrators, successors and assigns.

**17. Severability.**

If any clause or provision of this Lease Agreement is illegal, invalid or unenforceable under present or future laws effective during the Lease term, then and in the event, the remainder of this Lease Agreement shall not be affected thereby, and in lieu of each clause or provision of this Lease Agreement that is illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

**18. Amendments; Binding Effect.**

This Lease Agreement may not be altered, changed or amended, except by instrument in writing signed by both parties hereto. No provision of the Lease Agreement shall be deemed to have been waived by the Lessor unless such waiver be in writing signed by the Lessor and addressed to the Lessee, nor shall any custom or practice which might evolve between the parties in the administration of the terms hereof be constructed to waive or lessen the right of the Lessor to insist upon the performance by the Lessee in strict accordance with the terms hereof. The terms and conditions in this Lease Agreement shall apply to, inure to the benefit of, and be binding upon the parties hereto, and upon their respective successors in interest and legal representatives, except as otherwise herein expressly provided.

**19. Choice of Law.**

This Lease Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico. The parties agree that the exclusive forum for any litigation between them arising out of or related to this Agreement shall be federal and state district courts of New

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Mexico, located in Santa Fe County.

**20. Estoppel Certificates.**

Each party (as "responding party") shall within ten days after written notice to the other party (the "requesting party") execute, acknowledge and deliver to the requesting party a statement in writing that is in the form of a standard "estoppel certificate" that the lease is in full force and effect, without modification, except as may be provided by law, and that there is no default under the terms of this lease.

**21. Holdover.**

Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration date or termination of this Lease.

**22. Use.**

Lessee shall use and occupy the Premises only for the use authorized herein, or any other legal use which is reasonably comparable thereto, and for no other purpose. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste, or a nuisance, or that disturbs occupants of or causes damage to neighboring premises or properties.

**23. Breach/default.**

A "default" is defined as a failure by the Lessee to comply with or perform any of the terms, covenants, conditions or terms of this Lease. A "Breach" is defined as the occurrence of one of more of the following: the abandonment of the Premises, the failure of Lessee to make any payment due, or the failure of Lessee to provide requested documentation the Lessor may reasonably require of Lessee under the terms of this Lease.

**24. Remedies.** The rights of the Lessor include:

A. If Lessee fails to perform any of its affirmative duties or obligations, within ten days after a written notice (or in case of an emergency, without notice), Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including, but not limited to, the obtaining of reasonably required bonds, insurance policies, or government licenses, permits, or approvals. The costs and expenses of any such performance by Lessor shall be due and payable by Lessee upon receipt of invoice therefore.

B. If any check given to Lessor by Lessee shall not be honored by the bank upon which it is drawn, Lessor, at its option may require all future payments to be made by Lessee to be by cashier's check.

C. In the event of a breach, Lessor may, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such breach terminate Lessee's right to possession of the Premises by any lawful means, in

which case this Lease shall terminate and Lessee shall immediately surrender possession to Lessor. In such event Lessor shall be entitled to recover from Lessee: (i) the unpaid Rent which would have been earned after termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (iv) any other amount necessary to compensate for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not to the cost of recovering possession of the Premises, expenses of re-letting, including necessary renovation and alteration of the Premises, reasonable attorney's fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease.

The "worth at the time of award" of the amount referred to in provisions (ii) and (iii) above shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent.

D. Efforts by Lessor to mitigate damages caused by Lessee's breach of this Lease shall not waive Lessor's right to recover damages.

E. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such proceeding any unpaid rent and damages as a separate suit. If a notice and grace period required was not previously given, a notice to pay rent or quit, or to perform or quit given to Lessee under the unlawful detainer statute shall also constitute the notice required. In such case the applicable grace period and the unlawful detainer statute shall run concurrently, and the failure of Lessee to cure the default within the greater of the two such grace periods shall constitute both an unlawful detainer and a breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or said statute.

F. Lessor may continue the Lease and Lessee's right to possession and recover the rent as it becomes due, in which event Lessee may sublet or assign, subject only to reasonable limitations. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Lessor's interests, shall not constitute a termination of the Lessee's right to possession.

G. Lessor may pursue any other remedy now or hereafter available under the laws or judicial decision of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any provision of this Lease as to matters occurring or accruing during or by reason of Lessee's occupancy of the Premises.

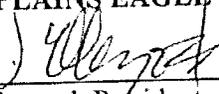
25. Lessee, by signing this Lease, acknowledges that Lessee received a copy of the Covenants and Restriction of Richards Avenue Business Park and agrees to comply with the covenants and restrictions.

IN WITNESS WHEREOF, the parties have duly executed this Lease Agreement as of the last date

SFC CLERK RECORDED 06/13/2019

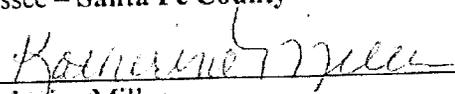
of signature below.

Lessor - PLAINS EAGLE CORPORATION

  
James Ellegood, President

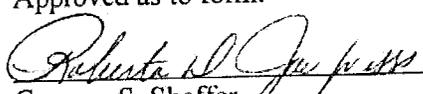
Date 6.4.15

Lessee - Santa Fe County

  
Katherine Miller  
Santa Fe County Manager

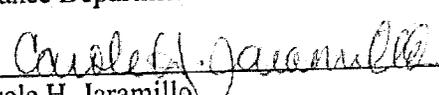
Date 6.15.15

Approved as to form:

  
Gregory S. Shaffer  
Santa Fe County Attorney

Date 6-1-15

Finance Department

  
Carole H. Jaramillo  
Finance Director

Date 6/1/15

**SANTA FE COUNTY  
AMENDMENT NO. 3 TO THE STORAGE PROPERTY  
LEASE AGREEMENT WITH PLAINS EAGLE CORPORATION**

**THIS AMENDMENT** is made and entered into this 16 day of MAY 2018 by and between **Plains Eagle Corporation**, a New Mexico corporation (“Lessor”), and **Santa Fe County**, a political subdivision of the State of New Mexico (“Lessee”).

**WHEREAS**, on June 15, 2015, the Lessor and Lessee entered into Lease Agreement No. 2015-0356-SD/IC for the storage space located at 1213 Mercantile Road, Santa Fe, NM, with appropriate parking spaces (“Premises”); and

**WHEREAS**, on June 19, 2017 the Lessor and Lessee entered into Amendment No. 2 to extend the term of this Agreement for one year from July 1, 2017 to June 30, 2018; and

**WHEREAS**, Article 18, “Amendments; Binding Effect” of Lease Agreement No. 2015-0356-SD/IC allows the parties to amend the Agreement by an instrument in writing executed by the parties; and

**WHEREAS**, the County wishes to extend the term of Lease Agreement No. 2015-0356-SD/IC to June 30, 2019; and

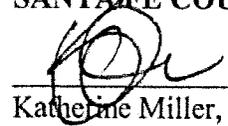
**WHEREAS**, both parties desire to enter into this Amendment No. 3.

**NOW THEREFORE**, both parties agree as follows.

1. ARTICLE 2. “Term” a new subparagraph “A.3” is inserted to read as follows:
  3. By Amendment No. 3, the Lessee notified Lessor and exercised the Lessee’s option to extend the term of this Agreement for one year from July 1, 2018 to June 30, 2019.
2. All other provisions of Lease Agreement No. 2015-0356-SD/IC not specifically amended or modified by Amendment No. 2 and this Amendment No. 3 shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have duly executed this Amendment to Lease Agreement No. 2015-0356-SD/IC as of the date of last signature by the parties hereto.

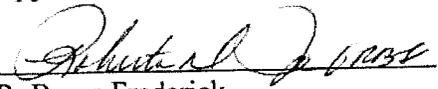
**SANTA FE COUNTY – LESSEE:**

  
\_\_\_\_\_  
& / Katherine Miller, Manager  
Santa Fe County

8.10.18  
Date

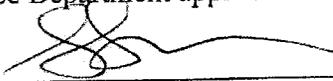
SFC CLERK RECORDED 06/13/2019

Approved as to form:

  
\_\_\_\_\_  
R. Bruce Frederick  
Santa Fe County Attorney

5-7-18  
Date

Finance Department approval

  
\_\_\_\_\_  
Stephanie Schardin Clarke  
Finance Department Director

5/8/18  
Date

**LESSOR:**

  
\_\_\_\_\_  
(Signature)

5/16/18  
Date

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Title)

**SANTA FE COUNTY  
AMENDMENT NO. 2 TO THE STORAGE PROPERTY  
LEASE AGREEMENT WITH PLAINS EAGLE CORPORATION**

**THIS AMENDMENT** is made and entered into this 19<sup>th</sup> day of June 2017 by and between **Plains Eagle Corporation**, a New Mexico corporation (“Lessor”), and **Santa Fe County**, a political subdivision of the State of New Mexico (“Lessee”).

**WHEREAS**, on June 15, 2015 the Lessor and Lessee entered into Lease Agreement No. 2015-0356-SD/IC for the storage space located at 1213 Mercantile Road, Santa Fe, NM 87507 with appropriate parking spaces (“Premises”); and

**WHEREAS**, on June 10, 2016 the Lessor and Lessee entered into Amendment No. 2 to extend the term of this Agreement for one year from July 1, 2016 to June 30, 2017; and

**WHEREAS**, Article 18, “Amendments; Binding Effect”; of Lease Agreement No. 2015-0356-SD/IC allows the parties to amend the Agreement by an instrument in writing executed by the parties; and

**WHEREAS**, the County wishes to extend the term of the Agreement to June 30, 2018; and

**WHEREAS**, both parties desire to enter into this Amendment No. 2.

**NOW THEREFORE**, both parties agree as follows.

1. **ARTICLE 2.** “Term” a new subparagraph “A.2” is inserted to read as follows:
  2. By Amendment No. 2, the Lessee notified Lessor and exercised the Lessee’s option to extend the term of this Agreement for one year from July 1, 2017 to June 30, 2018.
2. **ARTICLE 3** “Compensation” a new subparagraph “3.b” is inserted to read as follows:
  - b. By Amendment No. 2, the Lessee agrees to pay the Lessor rent in the amount of \$900.00 per month, due and payable on or before the first day of each month at the offices of Lessor at the address listed above. This monthly rent shall be for the period of July 1, 2017 through June 30, 2018.
3. All other provisions of Lease Agreement No. 2015-0356-SD/IC not specifically amended or modified by Amendment No. 1 and this Amendment No. 2 shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have duly executed this Amendment to the Agreement as of the date first written above.

**SFC CLERK RECORDED 06/13/2019**

**SANTA FE COUNTY - LESSEE:**

Katherine Miller  
Katherine Miller, Manager  
Santa Fe County

6.9.17  
Date

**Approved as to form**

Gregory S. Shaffer  
Gregory S. Shaffer  
Santa Fe County Attorney

6-9-17  
Date

**Finance Department Approval**

Don D. Moya  
Don D. Moya  
Finance Department Director

6-9-17  
Date

**LESSOR:**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Title)

SANTA FE COUNTY - LESSEE:

Katherine Miller  
Katherine Miller, Manager  
Santa Fe County

6-13-17  
Date

Approved as to form

Gregory S. Shaffer  
Gregory S. Shaffer  
Santa Fe County Attorney

6-13-17  
Date

Finance Department Approval

Don D. Moya  
Don D. Moya  
Finance Department Director

6-9-17  
Date

LESSOR:

James Ellegood  
(Signature)

6-19-17  
Date

James Ellegood  
(Print Name)

President  
(Print Title)

SFC CLERK RECORDED 06/13/2019

SANTA FE COUNTY  
~~AMENDMENT NO. 1~~ TO THE LEASE AGREEMENT  
WITH PLAINS EAGLE CORPORATION

THIS AMENDMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2016 by and between Plains Eagle Corporation, hereafter referred to as the "Lessor", and Santa Fe County, hereinafter referred to as "Lessee", and

WHEREAS, ~~on June 15, 2016~~ the Lessor and Lessee entered into Lease Agreement No. 2015-0356-SD/IC for the storage space located at 1213 Mercantile Road, Santa Fe, NM 87507 with appropriate parking spaces, hereinafter referred to as the "Premises"; and

WHEREAS, Article 18, "Amendments; Binding Effect"; of Lease Agreement No. 2015-0356-SD/IC allows the parties to amend the Agreement by an instrument in writing executed by the parties; and

WHEREAS, the County wishes to extend the term of the Agreement to June 30, 2017; and

WHEREAS, both parties desire to enter into this Amendment No. 1.

NOW THEREFORE, both parties agree as follows.

1. ARTICLE 2. "Term" a new subparagraph "A.1" is inserted to read as follows:
  - a. By Amendment No. 1, the Lessee notified Lessor and exercised the Lessee's option to extend the term of this Agreement for one (1) year from July 1, 2016 to June 30, 2017.
2. ARTICLE 3 "Compensation" a new subparagraph "3.a" is inserted to read as follows:
  - a. By Amendment No. 1, The Lessee agrees to pay the Lessor rent in the amount of Nine Hundred Dollars (\$900.00) per month, due and payable on or before the first day of each month at the offices of Lessor at the address listed above. This monthly rent shall be for the period of July 1, 2016 through June 30, 2017.
3. All other provisions of Lease Agreement No. 2015-0356-SD/IC not specifically amended or modified by this Amendment No. 1 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed this Amendment to the Agreement as of the date first written above.

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**SANTA FE COUNTY:**

*SM*   
\_\_\_\_\_  
Katherine Miller, Manager  
Santa Fe County

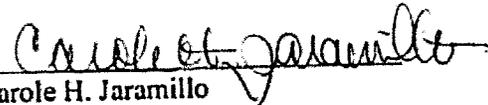
6-10-16  
Date

**Approved as to Form**

  
\_\_\_\_\_  
Gregory S. Shaffer  
Santa Fe County Attorney

6-7-16  
Date

**Finance Department Approval**

  
\_\_\_\_\_  
Carole H. Jaramillo  
Finance Department Director

6/10/16  
Date

**CONTRACTOR:**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Title)

**STORAGE PROPERTY LEASE AGREEMENT**

WITH

PLAINS EAGLE CORPORATION

6/15/15

This Lease Agreement is made and entered into as the last date entered below on the signature page, by and between **PLAINS EAGLE CORPORATION**, a New Mexico corporation, located at 1221 Mercantile Road, Santa Fe, NM 87507, hereinafter referred to as the "Lessor" and **SANTA FE COUNTY**, hereinafter referred to as the "Lessee".

In consideration of the covenants and agreements of the Lessee as set forth in this Lease, the Lessor does hereby lease, let and demise into the Lessee, under the conditions specified below, office storage space located at 1213 Mercantile Road, Santa Fe, NM 87507.

**1. Premises.**

This lease pertains to storage space located at 1213 Mercantile Road, Santa Fe, NM 87507 with appropriate parking spaces, hereinafter referred to as the "Premises."

**2. Term.**

- A. The Lessor agrees to lease the Premises to the Lessee, under the conditions specified in this Lease Agreement, for a period of one (1) year, commencing on July 1, 2015 and terminating on June 30, 2016 unless sooner terminated according to the terms and conditions hereinafter set forth.
- B. Lessee shall have an option to renew this Lease for an additional two years on the same terms and conditions. The Lessee may exercise this option by submitting a written notice to Lessor that the Lease will be extended one or two years. The notice must be submitted to Lessor at least sixty calendar days prior to the expiration of the Lease.

**3. Compensation.**

The Lessee agrees to pay the Lessor rent in the amount of Nine Hundred Dollars (\$900.00) per month, due and payable on or before the first day of each month at the offices of Lessor at the address listed above. This monthly rent shall be for the period of July 1, 2015 through June 30, 2016. Any payment not received by the fifth day after the due date shall accrue a Twenty Five Dollar (\$25.00) late charge.

**4. Maintenance.**

A. Lessor's obligation. Lessor shall keep and maintain the Premises in good order, condition and repair, including without limitation, the exterior walls (unless Lessee, it's employees or invitees damage such walls), roof, foundation, concrete slab, parking lot, curbs and sidewalks, building front, sewage facilities within or connected with the Premises including the free flow up to the main sewer line (if a drain line is caused to clog due to Lessee's neglect. Lessee is

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responsible for any service to remedy the clog), heating and cooling systems, and electrical systems. Lessor shall further be responsible for (i) sweeping, and snow removal on the sidewalk immediately in front of the Premises and (ii), sweeping and snow removal immediately in front of any front and rear doors to the Premises if snow is over two inches.

**B. Lessee's obligations.**

Lessee shall keep in good order and repair the interior of the Premises including but not limited to door hardware, doors, windows, floor coverings, walls, plumbing fixtures, light fixtures, light bulbs, ceilings (unless damage is caused by a roof leak.) Lessee shall keep the interior appearance in a first-class condition. Fire extinguishers will have proper, current inspection tags during occupancy and upon vacating premises, which Lessee shall maintain throughout the Lease term. Lessee is responsible for applying Calcium Chloride type "ice melt" to ice on sidewalks. Lessee is responsible and shall keep in good order and repair the exterior fences (fence at back of facility was installed by Lessee).

**5. Inspection.**

Lessor shall have the right to enter any and all parts of the Premises at all reasonable hours (or, in an emergency, at any hour) to inspect the Premises or clean or make repairs or alterations to the Premises as the Lessor may deem necessary.

**6. Hazardous Materials.**

Lessee shall not knowingly permit any hazardous material to be kept on or about the Premises. This shall include, but not limited to, hydrocarbons, petroleum gasoline and or crude oil or any products, by products, or fractions thereof.

**7. Utilities.**

Lessee shall be responsible for payment of all electric, gas, refuse, water, sewer charges, security and telephone, internet, and other communications utilities attributable to the Premises during the term.

**8. Insurance.**

A. Lessor shall carry and maintain in full force and effect during the term and any extension or renewal thereof fire and extended coverage insurance upon the Premises and all alterations, additions and improvements thereto.

B. Lessee shall carry and maintain in full force and effect during the term and any extension or renewal thereof fire and extended coverage on the contents, furniture, fixtures and equipment and other personal property used in Lessee's business.

C. Lessee shall carry and maintain in full force and effect during the Term and any extension or renewal thereof liability insurance for its activities and personal property on the leased property. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than \$1,000,000.00 per occurrence with an annual aggregate of not less than \$2,000,000.00. Lessee shall maintain insurance and provide a certificate of this policy to Lessor upon demand and Lessor shall be added as additional insured.

**9. Taxes.**

A. Lessor shall pay real property taxes, to include any special and general assessments, on the tax parcel containing the Premises and against any alterations, additions and improvements thereon.

B. Lessee shall be responsible for all these taxes related to the operation of Lessee's business on the Premises to included, but not limited to, employment taxes, income taxes, gross receipts taxes, compensating taxes and state and local property taxes on the inventory, furniture, fixtures and equipment or other personal property used in Lessee's business.

**10. Alterations, Additions, and Improvements.**

A. Lessee shall not make any alterations, additions, or improvements to the Premises without the written consent of Lessor, which consent shall not be unreasonably withheld, and then only upon the terms and conditions as may be reasonably imposed by Lessor along with any grant or approval.

B. Lessee agrees that all alterations, additions, and improvements desired by Lessee shall be made at the expense of Lessee. Lessee shall not permit any mechanic's or material men's liens to be filed against or attach to the Premises as a result of any work done by Lessee on the Premises. If any lien is filed against or attaches to the Premises, Lessee shall immediately notify Lessor in writing and Lessee shall cause such lien to be removed within sixty days of notice thereof or if Lessee, in good faith, desires to contest such lien, Lessee shall be privileged to do so, and shall, in the event of judgment or foreclosure on such lien, caused the same to be discharged and removed prior to the execution of such judgment.

C. Lessee agrees that any and all alterations, additions and improvements except for signs, shelving and moveable furniture, fixtures and equipment shall merge with and become a permanent part of the Premises and any and all interest of Lessee shall vest in Lessor. At the termination of this Lease, Lessee shall be responsible for removing any signs, shelving and moveable furniture and equipment owned by Lessee from the Premises and Lessee shall repair any damage caused by the removal of same. Additionally, Lessor may, at its option, require Lessee to remove any additions, repair and alterations in order to restore the Premises to the condition existing at the time Lessee took possession, with all costs of removal to be borne by Lessee.

**11. Assignment or Sublease.**

Lessee shall not assign, sublease or otherwise transfer their right of occupancy and/or use of the Premises without the prior approval of the Lessor, which right shall not be unreasonably withheld.

**12. Destruction of or Damage to Premises.**

A. Lessee agrees that if at any time during the Term, or any extension or renewal thereof, the Premises shall be totally or partially destroyed due to any cause whatsoever, upon Lessee's notice to Lessor of such destruction, Lessor shall have the option to rebuild or repair the Premises to

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such state of condition and repair as existed immediately prior to such destruction or damage, provided that rebuilding or repair shall be completed within one hundred eighty (180) days of Lessee's obtaining appropriate permits to commence repairs or construction. In such case, rental herein shall be abated or adjusted until the Premises have been rebuilt or repaired.

B. If, within thirty days following receipt of Lessee's written notice of destruction or damage, Lessor elects not to rebuild or repair the Premises, Lessor shall so notify Lessee in writing, and thereupon this Lease shall terminate and become null and void. Lessor shall have no duty or obligation to rebuild or repair any furniture, fixtures, equipment or other personal property belonging to Lessee or used in Lessee's business. Notwithstanding the foregoing, if Lessor is unable, or will be unable to complete repairs or construction as required herein, Lessee may terminate this Lease with written notice to Lessor and all further obligations shall cease as of the date of Lessor's receipt of such notice.

### 13. Force Majeure.

Whenever a period of time is herein prescribed for action to be taken by Lessor, Lessor shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, and delays due to strikes, riots, acts of God, war restrictive governmental laws or regulations or any other causes of any kind whatsoever which are beyond the control of the Lessor.

### 14. Notices.

A. Each provision and requirement of this Lease Agreement or of any applicable governmental laws, ordinances, or regulations, for the giving of notice shall be deemed to be complied with when and if the following steps were taken:

B. All rent and other payments required to be made by the Lessee, to the Lessor, hereunder shall be payable to the Lessor at the following address or at such other address as the Lessor may specify from time to time by written notice delivered in accordance herewith:

(Physical Address)  
Plains Eagle Corporation  
1221 Mercantile Road  
Santa Fe, NM 87507

(Mailing Address)  
PO Box 5798  
Santa Fe, NM 87502

C. All notices to the Lessee provided for in this Lease Agreement shall be sent to the Lessee at the following address:

Santa Fe County Attorney  
Santa Fe County  
PO Box 276  
Santa Fe, NM 87504-0276

D. Any notice required to be delivered hereunder shall be deemed to be delivered when deposited in the United States Mail postage prepaid, certified or registered mail (with or without receipt requested) addressed to the parties hereto at the addresses set forth above or such other address as

either of said parties have theretofore specified by written notice delivered in accordance herewith.

**15. Appropriations.**

This Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Board of County Commissioners and/or, if state and/or federal funds are involved, the Legislature of the State of New Mexico and/or the appropriate federal agency(ies). If sufficient appropriations and authorizations are not made in this or future fiscal years, this Agreement shall terminate upon written notice by the Lessee to the Lessor. Such termination shall be without penalty to the Lessee. The Lessee's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Agreement shall be final and not subject to challenge by the Lessor in any way or forum, including a lawsuit. Termination of this Lease for non-appropriations or absence of authorization will not be considered a breach or default by Lessee.

**16. Assigns.**

All covenants, promises, conditions, representations and agreements herein contained shall be binding upon, apply and insure to the parties hereto and their respective heirs, executors, administrators, successors and assigns.

**17. Severability.**

If any clause or provision of this Lease Agreement is illegal, invalid or unenforceable under present or future laws effective during the Lease term, then and in the event, the remainder of this Lease Agreement shall not be affected thereby, and in lieu of each clause or provision of this Lease Agreement that is illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

**18. Amendments; Binding Effect.**

This Lease Agreement may not be altered, changed or amended, except by instrument in writing signed by both parties hereto. No provision of the Lease Agreement shall be deemed to have been waived by the Lessor unless such waiver be in writing signed by the Lessor and addressed to the Lessee, nor shall any custom or practice which might evolve between the parties in the administration of the terms hereof be constructed to waive or lessen the right of the Lessor to insist upon the performance by the Lessee in strict accordance with the terms hereof. The terms and conditions in this Lease Agreement shall apply to, inure to the benefit of, and be binding upon the parties hereto, and upon their respective successors in interest and legal representatives, except as otherwise herein expressly provided.

**19. Choice of Law.**

This Lease Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico. The parties agree that the exclusive forum for any litigation between them arising out of or related to this Agreement shall be federal and state district courts of New Mexico, located in Santa Fe County.

**20. Estoppel Certificates.**

Each party (as "responding party") shall within ten days after written notice to the other party (the "requesting party") execute, acknowledge and deliver to the requesting party a statement in writing that is in the form of a standard "estoppel certificate" that the lease is in full force and effect, without modification, except as may be provided by law, and that there is no default under the terms of this lease.

**21. Holdover.**

Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration date or termination of this Lease.

**22. Use.**

Lessee shall use and occupy the Premises only for the use authorized herein, or any other legal use which is reasonably comparable thereto, and for no other purpose. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste, or a nuisance, or that disturbs occupants of or causes damage to neighboring premises or properties.

**23. Breach/default.**

A "default" is defined as a failure by the Lessee to comply with or perform any of the terms, covenants, conditions or terms of this Lease. A "Breach" is defined as the occurrence of one of more of the following: the abandonment of the Premises, the failure of Lessee to make any payment due, or the failure of Lessee to provide requested documentation the Lessor may reasonably require of Lessee under the terms of this Lease.

**24. Remedies.** The rights of the Lessor include:

A. If Lessee fails to perform any of its affirmative duties or obligations, within ten days after a written notice (or in case of an emergency, without notice), Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including, but not limited to, the obtaining of reasonably required bonds, insurance policies, or government licenses, permits, or approvals. The costs and expenses of any such performance by Lessor shall be due and payable by Lessee upon receipt of invoice therefore.

B. If any check given to Lessor by Lessee shall not be honored by the bank upon which it is drawn, Lessor, at its option may require all future payments to be made by Lessee to be by cashier's check.

C. In the event of a breach, Lessor may, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such breach terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession to

Lessor. In such event Lessor shall be entitled to recover from Lessee: (i) the unpaid Rent which would have been earned after termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (iv) any other amount necessary to compensate for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not to the cost of recovering possession of the Premises, expenses of re-letting, including necessary renovation and alteration of the Premises, reasonable attorney's fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease.

The "worth at the time of award" of the amount referred to in provisions (ii) and (iii) above shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent.

D. Efforts by Lessor to mitigate damages caused by Lessee's breach of this Lease shall not waive Lessor's right to recover damages.

E. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such proceeding any unpaid rent and damages as a separate suit. If a notice and grace period required was not previously given, a notice to pay rent or quit, or to perform or quit given to Lessee under the unlawful detainer statute shall also constitute the notice required. In such case the applicable grace period and the unlawful detainer statute shall run concurrently, and the failure of Lessee to cure the default within the greater of the two such grace periods shall constitute both an unlawful detainer and a breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or said statute.

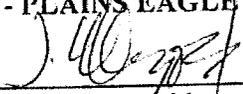
F. Lessor may continue the Lease and Lessee's right to possession and recover the rent as it becomes due, in which event Lessee may sublet or assign, subject only to reasonable limitations. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Lessor's interests, shall not constitute a termination of the Lessee's right to possession.

G. Lessor may pursue any other remedy now or hereafter available under the laws or judicial decision of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any provision of this Lease as to matters occurring or accruing during or by reason of Lessee's occupancy of the Premises.

25. Lessee, by signing this Lease, acknowledges that Lessee received a copy of the Covenants and Restriction of Richards Avenue Business Park and agrees to comply with the covenants and restrictions.

IN WITNESS WHEREOF, the parties have duly executed this Lease Agreement as of the last date of signature below.

Lessor - PLAINS EAGLE CORPORATION

  
James Ellegood, President

Date 6.4.15

Lessee - Santa Fe County

  
Katherine Miller  
Santa Fe County Manager

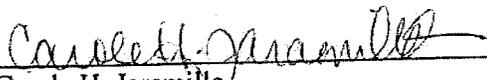
Date ~~6-15-15~~

Approved as to form:

  
Gregory S. Shaffer  
Santa Fe County Attorney

Date 6-1-15

Finance Department

  
Carole H. Jaramillo  
Finance Director

Date 6/1/15

FY 2020  
Interim Budget Direction

May 14, 2019

SFC CLERK RECORDED 06/13/2019



# FY 2020 Interim Budget

- Interim Budget BCC Approval May 28<sup>th</sup> , 2019
- Interim Budget Due to DFA on May 31<sup>st</sup> , 2019
- Interim Budget Recommendations include:
  - Revenue
  - Department Operating Budgets
  - Contingencies
  - Employee Compensation
  - FTE Requests
  - Insurance Premiums
  - Fixed Assets
  - Current Project Roll Over

# FY 2020 Revenue All Funds – Operating, Capital, Special Revenue

Revenue Source	FY 2020 Revenue Estimate
GRT	\$ 59,970,790
Property Tax	\$ 51,556,655
Property Tax Debt Levy	\$ 16,652,207
Self-Insurance Premiums	\$ 9,270,762
Grants	\$ 9,282,856
Care of Prisoners	\$ 5,664,000
Utility Charges	\$ 5,743,456
Other Taxes	\$ 3,482,875
Permits and Fees	\$ 2,583,969
Investment Income	\$ 1,352,500
Ambulance Charges	\$ 1,400,000
Valuation Fund	\$ 1,600,000
JPA'S and Other	\$ 1,002,000
<b>Total All Funds</b>	<b>\$ 169,562,070</b>

\*\* Currently working with grant funded departments to ensure estimates are current. ( Housing, DWI, and Senior Programs)\*\*

# FY 2020 Operating Budgets

DEPARTMENT	FY 2020 BUDGET REQUEST
ASSESSOR	\$ 3,672,272
CLERK	\$ 2,650,827
COMMUNITY SERVICES	\$ 11,067,467
CORRECTIONS	\$ 23,058,376
COUNTY MANAGER (Includes IT, Finance, and HR/Risk)	\$ 13,399,849
FIRE	\$ 15,213,914
GROWTH MGMT	\$ 10,077,740
LEGAL	\$ 1,743,929
PROBATE JUDGE	\$ 63,701
PUBLIC WORKS	\$ 22,495,902
RECC	\$ 4,020,459
SHERIFF	\$ 13,792,140
TREASURER	\$ 1,273,036
<b>TOTAL OF DEPARTMENT REQUESTS</b>	<b>\$ 122,529,612</b>

\*\*Currently evaluating utilities for all departments, this may lead to a small increase in the operating budget\*\*

# Contingencies

- Contingency Funds are budgeted based on Resolution No. 2019-7. This policy updated the existing resolution 2015-84 to include the self insurance fund.
- General Fund Contingency for FY 2020
  - \$5,000,000 Economic Downturn and/or Catastrophic Events
  - \$2,000,000 Self Insurance Fund

# Employee Compensation

- Current estimated employee compensation for all union and non-union employees totals \$ 2.3 Million Dollars
- Direction needed on Cost of Living Adjustment (COLA) increase
- COLA options, to be effective first full pay period that begins after January 1, 2020, include:
  - 1) 2% for employees whose annual salary is less than \$70,000 and 1% for those earning \$70,001 and above.
    - \$330,959 for half year; \$661,918 for full year.
    - Increases available budget by \$14,201.
  - 2) 2.5% for employees whose annual salary is less than 70,000 and 1.5% for those earning \$70,001 and above.
    - \$422,645 for half year; \$845,290 for full year.
    - Reduces available budget by \$69,000.

**FTE Requests**  
 Green – Recommended now.  
 Yellow – Delay potential consideration until mid-year budget review.

Department/ Office	Elected	Position Requested	Strategic Plan Item	Hourly Salary	Annual Salary	Requested Annual Cost plus Benefits	Half Year Cost 1/1/2020
CSD/Senior Services		Satellite Office Specialist		\$13.0000	\$27,040.00	\$37,856.00	\$18,928.00
CSD/Teen Court		Youth Services Admin. Program Manager	Strategic Plan Item Objective 1.4	\$36.0000	\$74,880.00	\$104,832.00	\$52,416.00
Clerk's Office		Bureau of Elections/Voter Information Specialist		\$15.0000	\$31,200.00	\$43,680.00	\$21,840.00
<b>RECOMMENDED</b>							
GMD/GIS		GIS Technician		\$35.9369	\$74,748.75	\$104,648.25	\$52,324.13
Sheriff's Office		IPRA / FOIA Codification Specialist		\$16.5422	\$34,407.78	\$48,170.89	\$24,085.44
Public Safety/Fire		IT Radio Technician Position		\$25.0000	\$52,000.00	\$72,800.00	\$36,400.00
CMO/IT		Administrative Assistant		\$18.0000	\$37,440.00	\$52,416.00	\$26,208.00
<b>Total Annual Estimated Cost including Benefits</b>						<b>\$592,531</b>	<b>\$296,266</b>

# Insurance Premiums

- Medical/Rx funding to increase approximately \$600,000 for a full year.
- Proposal of a 1 percent increase to employee premiums is shown below.

Employee Contributions	Current Employee Contributions		Impact/Change	
	\$30,000 or less	\$30,001 to \$50,000	\$50,000 to \$70,001	Over \$70,000
<b>Presbyterian HMO</b>				
Employee Contributions	\$ 49.69 \$	62.12 \$	74.54 \$	86.96
Employee + Spouse	\$ 111.81 \$	139.77 \$	167.72 \$	195.67
Employee + Child(ren)	\$ 89.45 \$	111.81 \$	134.17 \$	156.53
Employee + Family	\$ 146.60 \$	183.25 \$	219.90 \$	256.55
<b>Presbyterian PPO</b>				
Employee Contributions	\$ 57.80 \$	72.25 \$	86.69 \$	101.14
Employee + Spouse	\$ 130.04 \$	162.56 \$	195.07 \$	227.58
Employee + Child(ren)	\$ 104.03 \$	130.04 \$	156.05 \$	182.06
Employee + Family	\$ 170.50 \$	213.13 \$	255.76 \$	298.38
			<b>\$2,234,693</b>	
				<b>\$22,371</b>

Increase employee share 1% over all categories 1/1/2020



## Active Projects Rollover

- Public Works, the County Manager's Office, and the Finance Division are working concurrently to reconcile all current projects that have been previously approved
- These projects will be rolled over into FY 2020 with existing funding
- New funding and new projects will be discussed during the June 5, 2019, capital projects meeting
- Any excess funds from completed projects will be brought forward during the capital projects meeting for repurposing
- FY 2019 capital rollover equaled \$87,781,341

# Estimated Funding for Strategic Plan Initiatives and Ongoing Programing

- Funds Available equal \$695,704
- Direction on:
  - FTE Requests
  - COLA
  - Insurance Premium Increase
  - Fixed Asset Recommendations

Funds Available for FY 2020	\$	695,704.00
FTE Requests - Recommended – 07/01/19	\$	(128,128.00)
FTE Requests TBD – If approved 01/01/20	\$	(232,202.00)
COLA Recommendation – Added Cost for Option 2 2.5 Percent / 1.5 Percent	\$	(69,000.00)
Strategic Plan Ongoing Initiatives		
Economic Development	\$	(87,087.00)
Affordable Housing	\$	(76,791.00)
Youth Programs	\$	(102,496.00)
FY 2020 Remaining Budget	\$	0

D. A general contractor's Release and Waiver of Claims is executed by the general contractor and submitted to Co-op.

E. A written assignment of Developer's rights under the performance/warranty bond obtained by Developer is provided to Co-op.

F. Co-op has inspected and approved all Improvements according to standards consistent with County design standards and professional engineering standards of the State of New Mexico.

6. Termination. This Agreement shall terminate and the parties' rights and duties hereunder shall cease upon the occurrence of any of the following circumstances:

A. At the option of Developer, when Co-op issues a Certificate of Completion and Acceptance of the project.

B. At the option of the non-breaching party, if a breach of a material term of this Agreement occurs.

C. The appointment of a receiver for any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceedings under any bankruptcy or insolvency laws by or against, Co-op.

D. Co-op ceases, for any reason, to provide water to Co-op's members residing within the Property.

7. Indemnification.

A. Until the Improvements are accepted by Co-op, Developer shall be solely responsible for maintaining the premises upon which the Improvements are being constructed in a safe condition. Until the Improvements are accepted by Co-op, Developer agrees to indemnify, defend and hold harmless Co-op, its members, officials, agents, and employees, from any claims, actions, suits or other proceedings arising from or out of the acts or omissions of Developer, its agents, representatives, contractors or subcontractors with respect to this development and not arising from or out of the negligent acts or omissions of Co-op, its agents, representatives, contractors or subcontractors; provided, however, to the extent, if at all, NMSA 1978, Section 56-7-1 is applicable to this Agreement, this agreement to indemnify will not extend to liability, claims, damages, losses or expenses, including attorney fees, arising out of bodily injury to persons or damage to property caused by or resulting from, in whole or in part, the negligence, act or omission of the indemnitee, its officers, employees or agents. The indemnification required hereunder shall not be limited as a result of the specifications of any applicable insurance coverage.

B. Upon and after the Improvements are accepted by Co-op, Co-op shall be solely responsible for maintaining the premises upon which the Improvements are built in a safe

condition.

8. Performance/Warranty Bond. Developer shall require the contractor to furnish a performance/warranty bond to guarantee any and all work performed pursuant to this Agreement against defective materials and workmanship for one year from acceptance by Developer of such work, materials and workmanship. Upon the issuance of a Certificate of Completion and Acceptance of the Improvements by Co-op to Developer, Developer shall assign its rights under the applicable performance/warranty bond related to Co-op. The Developer shall provide the Co-op with six month updates on the status and the anticipated date of Completion and Assignment of the Improvements.

9. Transfer of Improvements and Necessary Rights-of-Way. After Co-op issues a Certificate of Completion and Acceptance for the Improvements and as consideration to Co-op for agreeing to own, operate and maintain such Improvements, Developer shall transfer, assign, convey and deliver such Improvements and related Easements to Co-op by a validly executed Bill of Sale, grant of Easement and such other documents of transfer as are deemed necessary by Co-op, and Co-op shall accept such Improvements and Easements. All Easements shall be filed of public record. Such Improvements shall then be and remain the property of Co-op and Co-op shall, subject to the terms and conditions of this Agreement, assume full responsibility for future operations and maintenance of such Improvements. consistent with prudent management of a water cooperative.

10. No Third-Party Beneficiary. Nothing in this Agreement, expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person or entities other than the parties to it, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third party or person to any party to this Agreement.

11. Assignment. This Agreement shall not be assigned without the prior written consent of Developer and the express written concurrence of any surety which has undertaken to guarantee the completion of the Improvements. Developer's approval will not be withheld or delayed unreasonably. If so assigned, this Agreement shall extend to and be binding upon the successors and assigns of the parties hereto.

12. Notices. For purposes of giving formal written notice, including notice of change of address, Developer's and Co-op's addresses are:

Arete Cole Development Company, LLC  
1000 Cordova Place, #357  
Santa Fe, NM 87505  
505-395-5981  
rob@aretehomesofsantafe.com  
Robert Gibbs, Managing Member

---

Las Campanas Water and Sewer Cooperative  
General Manager  
366 Las Campanas Drive  
Santa Fe, NM 87506  
Phone: 505 204-7824

With a copy to: Seth R. Fullerton  
Attorney at Law  
Katz, Herdman, MacGilivray & Fullerton, P.C.  
P.O. Box 250  
Santa Fe, NM 87504  
Phone: (505) 946-2823

Notice may be given either in person or by certified U.S. mail, postage paid. Notice will be considered to have been received within three days after the notice is mailed if there is no actual evidence of receipt.

13. Entire Agreement This Agreement contains the entire Agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

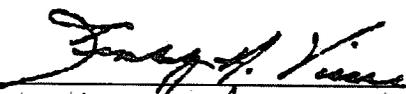
14. Changes to Agreement. Changes to this Agreement are not binding unless made in writing signed by both parties.

15. Construction and Severability. If any part of this Agreement is held to be invalid or unenforceable, the remainder of the Agreement will remain valid and enforceable if the remainder is reasonably capable of completion.

16. Captions. The captions to the sections or paragraphs of this Agreement are not part of this Agreement and will not affect the meaning or construction of any of its provisions.

Dated: 5-6-19  
Las Campanas Water and Sewer Cooperative

Dated: 4/30/19  
Arete Cole Development Company, LLC

By:   
Its: Kim Visser, General Manager

By:   
Robert L Gibbs, Managing Member

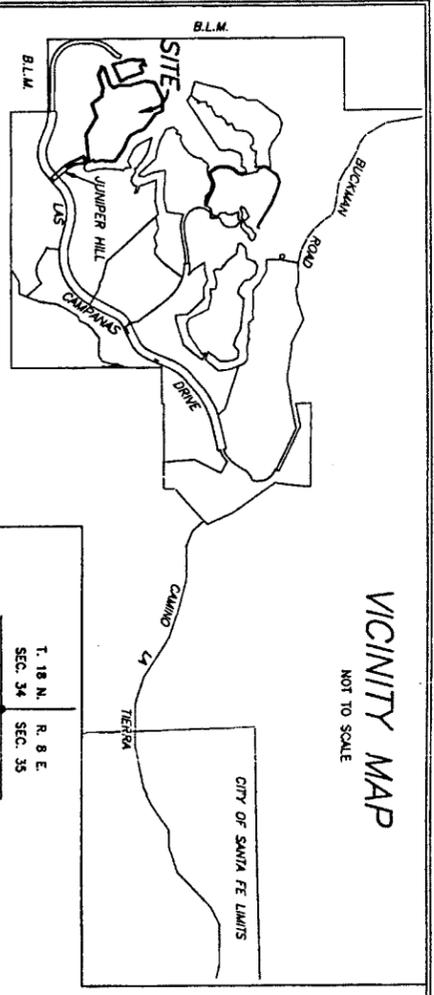
SFC CLERK RECORDED 06/13/2019



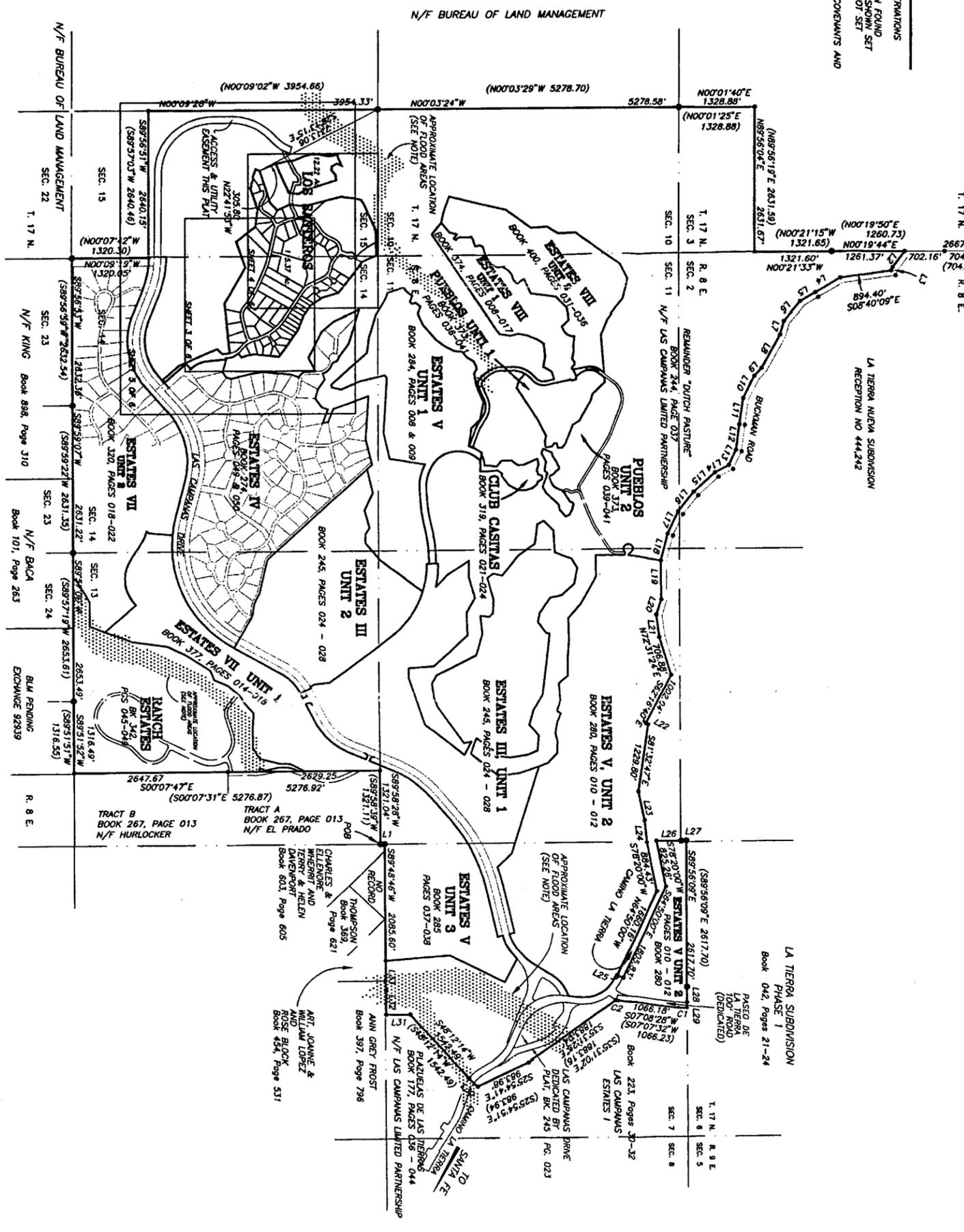




VICINITY MAP  
NOT TO SCALE



**LEGEND:**  
BEARINGS ARE DERIVED FROM SOLAR OBSERVATIONS  
• DENOTES REBAR OR AS SHOWN FOUND  
• DENOTES 1/2" REBAR OR AS SHOWN SET  
• DENOTES CALCULATED POINT NOT SET  
THIS PLAN IS SUBJECT TO RESTRICTIONS, COVENANTS AND EASEMENTS OF RECORD.



CURVE TABLE

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHD LENGTH	CHD BEARING
C1	07°10'48"	1240.00	135.39	135.29	S03°33'04"W
C2	09°39'04"	297.96	50.19	50.13	S11°40'30"W

LINE TABLE

LINE	BEARING	DISTANCE	(PRIOR PLATS)
L1	S00°08'55"E	71.80	S00°08'55"E 71.80'
L2	S34°10'21"E	348.27	423.78'
L3	S89°27'21"E	508.74	S07°56'42"E 509.80'
L4	S30°57'02"E	308.53	S07°57'31"E 305.88'
L5	S30°57'23"E	430.85	S07°57'20"E 408.78'
L6	S50°51'37"E	235.59	S15°12'20"E 235.32'
L7	S75°12'37"E	663.65	S62°03'42"E 663.17'
L8	S62°03'59"E	193.74	S47°47'40"E 193.95'
L9	S47°50'12"E	443.35	S62°28'11"E 443.94'
L10	S62°50'45"E	472.63	S91°35'14"E 472.86'
L11	S91°32'17"E	462.43	S82°34'22"E 462.52'
L12	S82°43'39"E	302.66	S9°43'51"E 302.70'
L13	S64°43'05"E	274.40	S28°27'46"E 274.30'
L14	S28°30'08"E	502.16	S43°15'33"E 502.28'
L15	S43°16'09"E	447.65	S51°59'01"E 447.71'
L16	S31°59'03"E	441.81	S64°43'22"E 441.80'
L17	S64°42'09"E	469.71	S75°12'10"E 469.76'
L18	S75°13'12"E	684.13	N89°22'29"E 684.55'
L19	N89°20'59"E	283.30	S77°20'58"E 283.30'
L20	S77°23'21"E	283.37	N27°51'24"E 283.00'
L21	N82°52'01"E	48.48	N82°52'07"E 48.00'
L22	N28°10'13"E	332.21	N27°51'24"E 333.15'
L23	N28°13'45"E	393.19	
L24	N84°10'25"E	109.60	
L25	N25°10'00"E	447.98	N00°00'31"E 447.95'
L26	N00°01'59"E	90.27	N00°15'45"W 90.27'
L27	N00°13'14"W	279.81	S89°59'57"E 279.81'
L28	S89°59'57"E	100.00	N89°57'27"E 100.00'
L29	S44°17'34"W	212.54	
L30	S00°04'26"E	442.57	S00°04'26"E 442.50'
L31	S89°55'34"W	442.57	S89°55'34"W 442.57'
L32	S89°48'46"W	328.34	
L33	S89°48'46"W	328.34	

**LAS CAMPANAS SANTA FE**  
**LOS SANTEROS**  
FINAL PLAT AND MASTER PLAY FOR A RESIDENTIAL SUBDIVISION OF 68 LOTS & 8 TRACTS, WITH A TOTAL OF 194 ACRES, 127.6 ACRES BEING A PORTION OF PHASE VI OF THE COUNTY APPROVED MASTER PLAN FOR LAS CAMPANAS SANTA FE "DUTCH PASTURES," PLAT BOOK 244, PAGE 037 WITHIN SECTIONS 14 & 15, T17N, R8E, N.M.P.M. SANTA FE COUNTY, NEW MEXICO. SHEET 2 OF 6  
PURPOSE: TO CREATE 68 RESIDENTIAL LOTS & 8 LOTS FOR 126 RESIDENTIAL HOUSES TO BE DIVIDED FURTHER IN THE FUTURE, 1 RECREATION/PARK LOT, AND 2 ROADWAY LOTS.

GARY E. DAWSON, N.M.P.L.S. 7014  
Professional Surveyor Seal

80b  
SHEET 5B  
DAWSON SURVEYS INC.  
2300 CAMINO ENTRADA  
SANTA FE, N.M.  
REF 4423 DATE 4/14/00



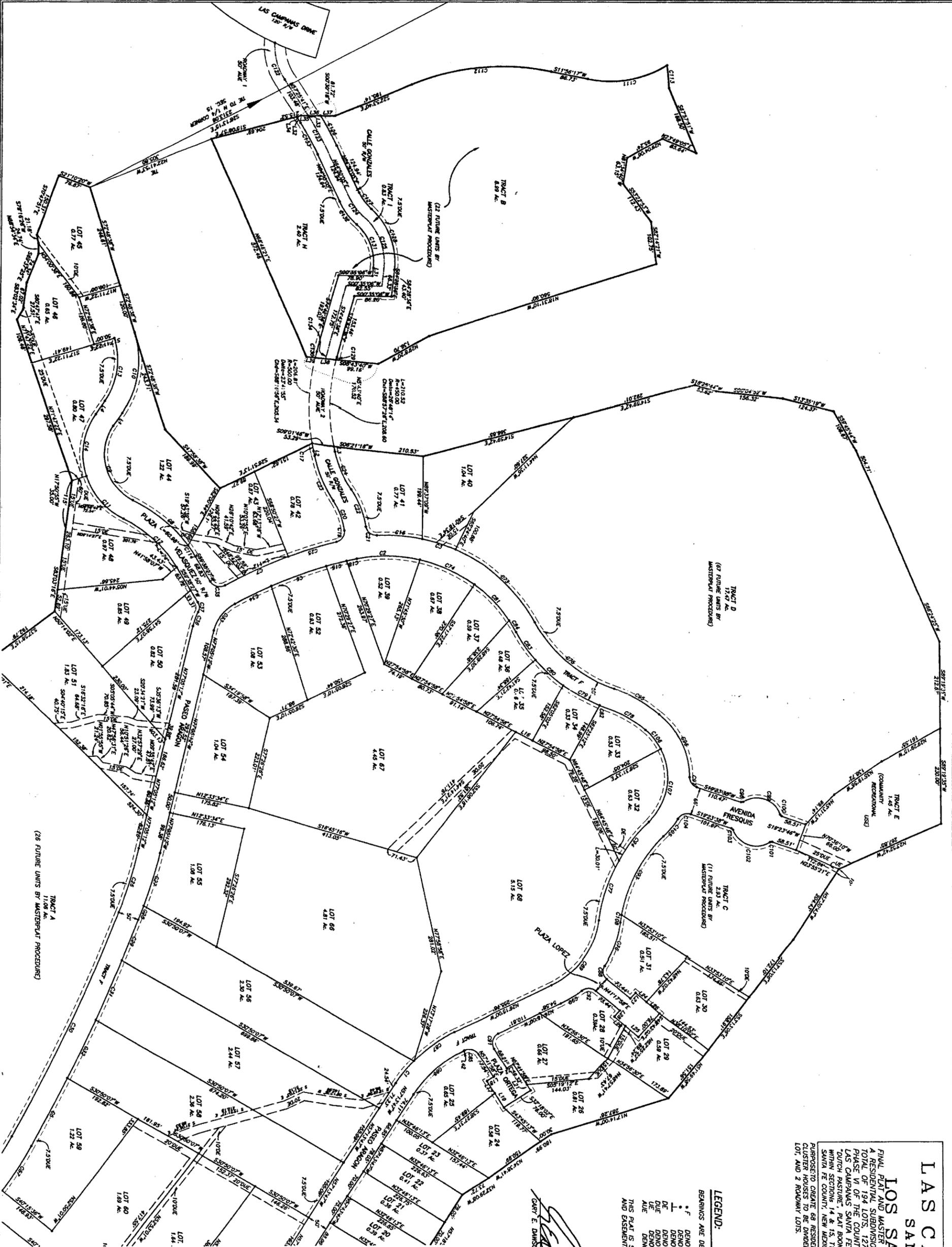
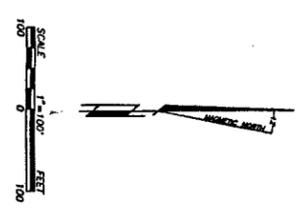
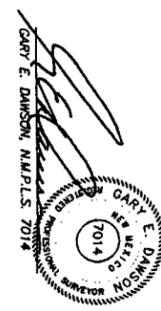
# LAS CAMPANAS SANTA FE LOS SANTEROS

FINAL PLAT AND MASTER PLAN FOR LOTS 1 & 2 TRACTS, WITH A RESIDENTIAL SUBDIVISION OF 68 LOTS, 127.6 ACRES BEING A PORTION OF PHASE VI OF THE COUNTY APPROVED MASTER PLAN FOR LAS CAMPANAS SANTA FE DUTCH PASTURE PLAT BOOK 244, PAGE 037 WITHIN SECTIONS 14 & 15, 17TH, 88E, N.M.P.M. SANTA FE COUNTY, NEW MEXICO. SHEET 4 OF 6

PURPOSE: TO CREATE 68 RESIDENTIAL LOTS, 4 LOTS FOR 126 RESIDENTIAL CLUSTER HOUSES TO BE DIVIDED FURTHER IN THE FUTURE, 1 RECREATION/PARK LOT, AND 2 ROADWAY LOTS.

### LEGEND:

- F DENOTES REAR OR AS SHOWN FOUND
  - L DENOTES REAR OR AS SHOWN FOUND
  - D DENOTES DRAINAGE EASEMENT NOT SET
  - U DENOTES UTILITY EASEMENT
  - A DENOTES ACCESS AND UTILITY EASEMENT
- THIS PLAT IS SUBJECT TO RESTRICTIONS, COVENANTS, AND EASEMENTS OF RECORD.



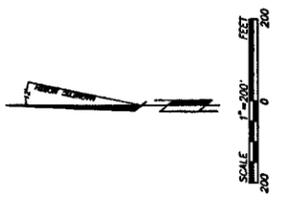
**God**

**SHEET 5D**

DAWSON SURVEYS, INC.  
PROFESSIONAL LAND SURVEYORS  
2300 CAMINO ENTRADA  
SANTA FE, N.M.  
DATE: 4/05/00  
FILE# 4423

**LEGEND:**

- BEARINGS ARE DERIVED FROM SOLAR OBSERVATIONS
  - F DENOTES REBAR OR AS SHOWN FOUND
  - . DENOTES 1/2" REBAR OR AS SHOWN SET
  - . DENOTES CALCULATED POINT NOT SET
  - DE DENOTES DRAINAGE EASEMENT
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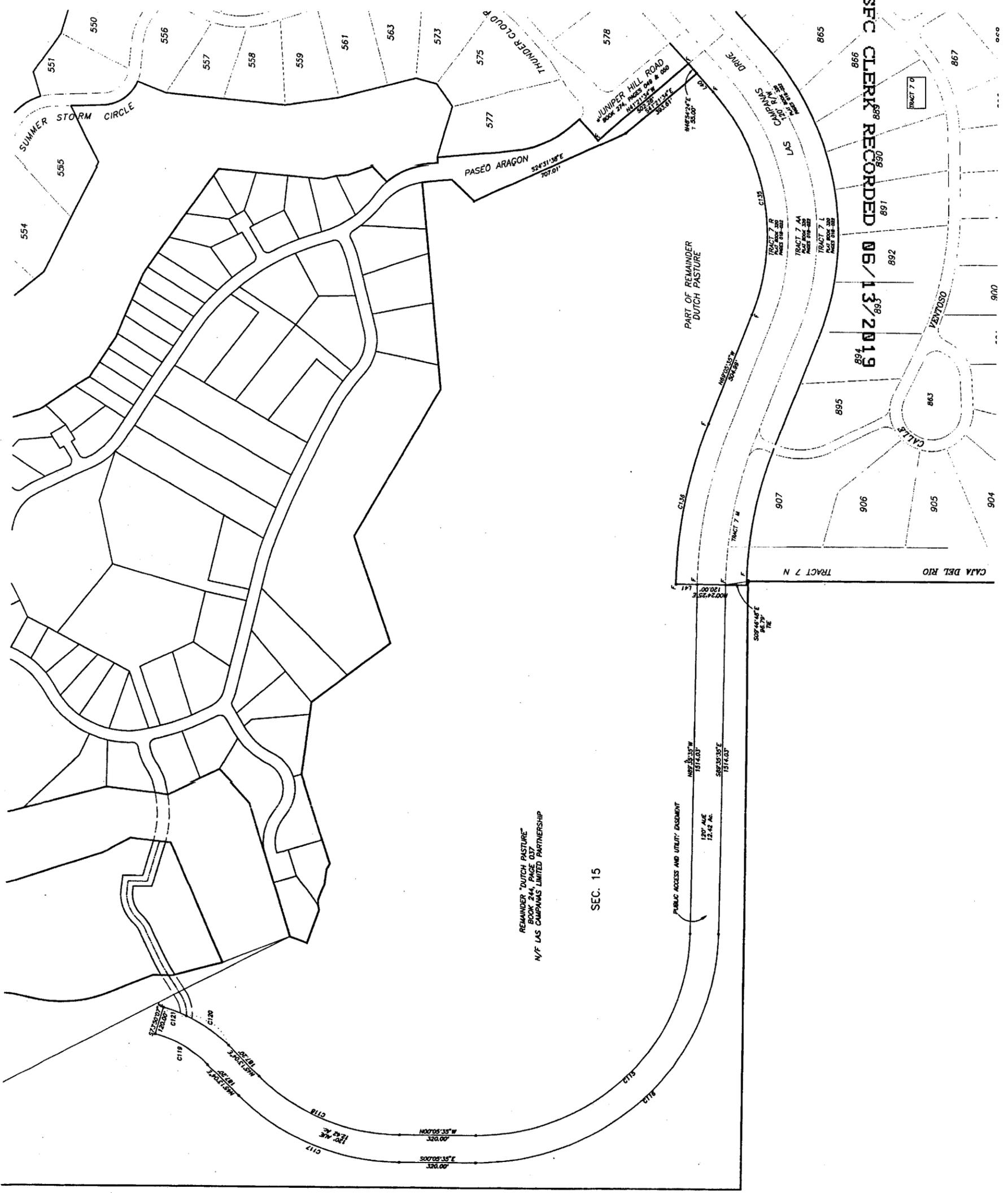
NAME TO BE CHANGED FROM JUNIPER HILL ROAD TO  
 • " PLAZA ARAGON "

**LAS CAMPANAS  
 SANTA FE  
 LOS SANTEROS**

FINAL PLAT AND MASTER PLAT FOR A RESIDENTIAL SUBDIVISION OF 68 LOTS & 8 TRACTS, WITH A TOTAL OF 194 LOTS, 127.6 ACRES BEING A PORTION OF PHASE VI OF THE COUNTY APPROVED MASTER PLAN FOR LAS CAMPANAS SANTA FE "DUTCH PASTURE", PLAT BOOK 244, PAGE 037 WITHIN SECTIONS 14 & 15, T17N, R08E, N.M.P.M., SANTA FE COUNTY, NEW MEXICO. SHEET 5 OF 6

PURPOSE: TO CREATE 68 RESIDENTIAL LOTS & 8 LOTS FOR 126 RESIDENTIAL CUSTOM HOMES TO BE DIVIDED FURTHER IN THE FUTURE, 1 RECREATION/PARK LOT, AND 2 ROBBING LOTS.

see Dawson Surveys Inc.  
 PROFESSIONAL LAND SURVEYORS  
 5300 CAMINO ENTRADA  
 SANTA FE, N.M.  
 FILE #423  
**SHEET 5E**  
 DATE: 4/05/00





**PROJECT DATA**

**GENERAL**  
 GROSS ACREAGE ..... 127.6 AC.±  
 DWELLING UNITS:  
 SINGLE FAMILY LOTS 66 ea, DWELLING UNITS ..... 71 EA  
 CLUSTER HOUSING UNITS ..... 126 EA  
 TOTAL DWELLING UNITS ..... 197 EA  
 GROSS DENSITY ..... 1.5 UNITS/ACRE  
 COMMUNITY RECREATION USE (TRACT E) ..... 1.45 AC.  
 ROAD LENGTH ..... 10,700 LF.  
 UTILITIES: ..... COMMUNITY SEWER & WATER  
 P.N.M. ELECTRIC & GAS  
 U.S. WEST TELEPHONE  
 WATER USAGE: ..... 1/4 ACRE FOOT PER CLUSTER UNIT  
 1/2 ACRE FOOT PER LOT, EXCEPT LOTS 66-68  
 3/4 ACRE FOOT FOR LOTS 66,67, & 68  
 GUEST HOUSES:  
 PROHIBITED FOR CLUSTER UNITS, 1 GUEST HOUSE ALLOWED ON  
 LOTS, EXCEPT LOTS 66, 67, & 68 CAN HAVE 2 RESIDENTIAL  
 HOUSES AND ONE GUEST HOUSE.  
 STORM WATER DETENTION:  
 CENTRALIZED DETENTION FACILITIES FOR ROADS AND CLUSTER  
 UNITS, AND ON-LOT DETENTION FOR LOTS 1 TO 68.

**SINGLE FAMILY LOT DATA**

MINIMUM SIZE: ..... 0.36 AC.  
 MAXIMUM SIZE: ..... 5.16 AC.  
 AVERAGE LOT SIZE: ..... 1.00 AC.

**CLUSTER HOUSING (MASTER PLAT PROCEDURE)**

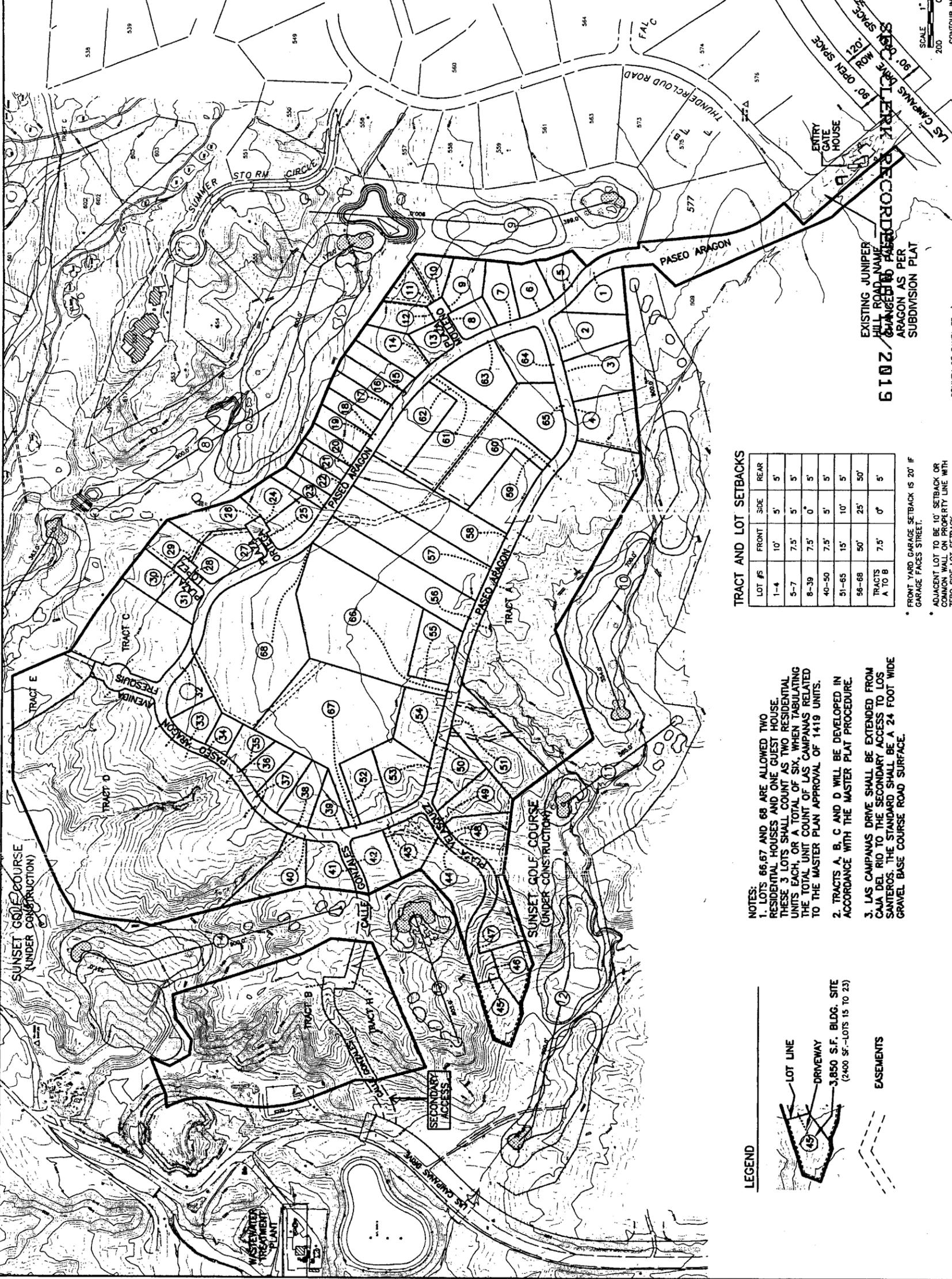
TRACT	ACREAGE	UNITS	DENSITY
TRACT A	11.06 AC.	26	2.4 D.U./AC.
TRACT B, H	12.23 AC.	22	1.8 D.U./AC.
TRACT C	2.93 AC.	11	3.7 D.U./AC.
TRACT D	17.47 AC.	67	3.8 D.U./AC.
<b>TOTALS:</b>	<b>43.69 AC.</b>	<b>126</b>	<b>2.9 D.U./AC.</b>

APPROVED BY THE E.Z.C. MEETING ON 1/13/2000  
 CHAIR Roberto N. Lopez 6:21:00  
 APPROVED BY THE B.C.C. MEETING ON 2/18/2000  
 CHAIR John S. ...  
 CITY REVIEW Cathy Smith 7/26/00 DATE  
 CITY PLANNER John Blaine, PE 5/30/00 DATE  
 CITY SUPERVISOR ENGINEER  
 COUNTY APPROVAL  
 COUNTY DEVELOPMENT PERMIT NO. 99-4700  
 COUNTY LAND/USE ADMINISTRATOR 6-23-00 DATE

APPROVALS

REVIEWED BY	DATE

**FINAL DEVELOPMENT PLAN**  
**LOS SANTEROS AT LAS CAMPANAS SANTA FE**  
 SCALE: 1"=200' DATE: NOVEMBER 08, 1999 DRAWN BY: S  
 C.R. WALBRIDGE & ASSOCIATES, LLC H  
 1421 LUISA STREET SUITE J E  
 SANTA FE, NEW MEXICO T  
 (505) 982-9711

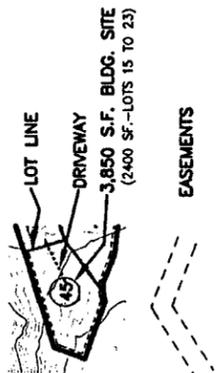


**TRACT AND LOT SETBACKS**

TRACT #	FRONT	SIDE	REAR
1-4	10'	5'	5'
5-7	7.5'	5'	5'
8-39	7.5'	0'	5'
40-50	7.5'	5'	5'
51-65	15'	10'	5'
66-68	50'	25'	50'
TRACTS A TO B	7.5'	0'	5'

\* FRONT YARD GARAGE SETBACK IS 20' IF GARAGE FACES STREET.  
 \* ADJACENT LOT TO BE 10' SETBACK OR OTHERWISE WITH PROPERTY LINE WITH ZERO SIDE LOT SETBACK.

- NOTES:**
1. LOTS 66,67 AND 68 ARE ALLOWED TWO RESIDENTIAL HOUSES AND ONE GUEST HOUSE. THESE 3 LOTS SHALL COUNT AS TWO RESIDENTIAL UNITS EACH, OR A TOTAL OF SIX, WHEN TABULATING THE TOTAL UNIT COUNT OF LAS CAMPANAS RELATED TO THE MASTER PLAN APPROVAL OF 1419 UNITS.
  2. TRACTS A, B, C AND D WILL BE DEVELOPED IN ACCORDANCE WITH THE MASTER PLAT PROCEDURE.
  3. LAS CAMPANAS DRIVE SHALL BE EXTENDED FROM CAJA DEL RIO TO THE SECONDARY ACCESS TO LOS SANTEROS. THE STANDARD SHALL BE A 24 FOOT WIDE GRAVEL BASE COURSE ROAD SURFACE.

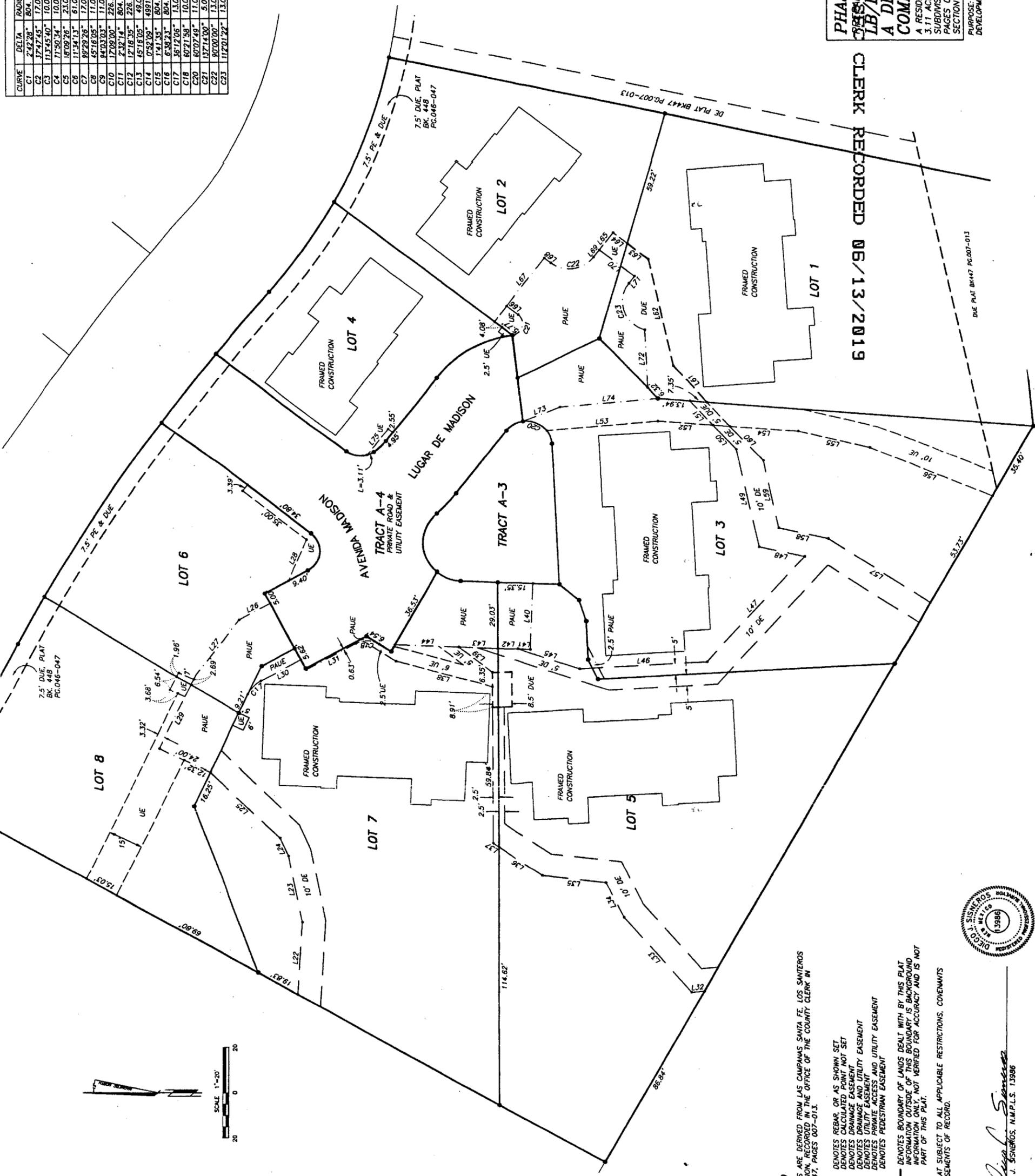


COUNTY OF SANTA FE  
 COUNTY CLERK  
 I hereby certify that this instrument was filed for record on the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 19\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and was duly recorded in Book \_\_\_\_\_, Page \_\_\_\_\_ of the records of Santa Fe County.  
 Witness my hand and Seal of Office  
 REBECCA BUSTAMANTE  
 County Clerk, Santa Fe County, NM  
 Deputy



LINE	LENGTH	BEARING
L1	81.35	N37°45'36"E
L2	27.38	N61°31'16"E
L3	19.00	S81°01'41"W
L4	9.77	N77°06'27"E
L5	9.63	N63°17'13"E
L6	16.83	N87°02'28"E
L7	26.65	S02°02'38"W
L8	15.84	S02°02'38"W
L9	35.30	N52°14'24"W
L10	7.22	S28°28'44"E
L11	9.99	N67°31'16"E
L12	22.97	S64°40'51"E
L13	71.13	S37°45'36"W
L14	10.93	S40°14'26"W
L15	19.00	S81°01'41"W
L16	36.25	S46°28'24"W
L17	39.83	S61°00'34"E
L18	35.30	S52°14'24"E
L19	12.61	N31°53'13"E
L20	29.69	N28°28'44"W
L21	16.31	N28°28'44"W
L22	32.21	S87°01'53"E
L23	30.80	N78°17'01"E
L24	9.03	N68°04'35"E
L25	47.79	N43°34'51"E
L26	15.25	N28°28'44"W
L27	30.13	N52°14'24"W
L28	19.93	S87°15'07"E
L29	31.12	N64°34'20"W
L30	19.73	S28°28'44"E
L31	24.23	N28°28'44"W
L32	5.61	S04°59'57"E
L33	44.11	S48°45'24"W
L34	17.26	S63°08'53"W
L35	27.44	S06°50'53"W
L36	22.60	S06°50'53"W
L37	3.05	S44°29'46"W
L38	42.72	N15°08'03"E
L39	18.06	N37°36'58"E
L40	29.00	S87°57'22"E
L41	5.27	S02°02'38"W
L42	8.84	S02°02'38"W
L43	16.74	S02°02'38"W
L44	27.31	S02°02'38"W
L45	27.69	N18°28'21"E
L46	54.70	N02°55'16"W
L47	62.34	N47°55'16"W
L48	19.06	S12°41'19"W
L49	43.88	S77°25'12"W
L50	14.96	S47°25'12"W
L51	14.71	N47°25'12"E
L52	23.91	S04°34'54"W
L53	47.67	S04°34'54"W
L54	29.30	S04°34'54"W
L55	31.34	S13°51'15"W
L56	55.99	S22°22'50"W
L57	51.70	N33°16'44"E
L58	21.71	N12°41'19"E
L59	30.22	N77°25'12"E
L60	20.91	N47°25'12"E
L61	21.45	S47°25'12"W
L62	46.26	S77°01'22"W
L63	11.90	S37°45'36"W
L64	7.70	S37°45'36"W
L65	9.52	S52°14'24"E
L66	6.45	N37°45'36"E
L67	26.50	S52°14'24"E
L68	3.50	S37°45'36"W
L69	4.00	S52°14'24"E
L70	19.00	S37°45'36"W
L71	4.00	N52°14'24"W
L72	25.41	S87°04'44"W
L73	16.94	N27°23'14"W
L74	41.94	N04°45'43"W
L75	14.87	S52°14'24"E

CURVE	DELTA	RADIUS	ARC	CHORD	CHD BRG
C1	2°42'28"	804.16	38.00	38.00	N52°14'24"W
C2	17°47'45"	17.00	11.21	11.01	S00°56'30"W
C3	11°45'40"	10.00	19.86	16.75	S05°21'34"E
C4	17°50'34"	10.00	12.54	11.73	S01°50'19"W
C5	1°09'26"	23.00	7.29	7.26	S43°08'41"E
C6	17°34'13"	61.00	12.32	12.30	S46°37'18"E
C7	8°29'28"	17.00	29.52	24.95	S89°35'08"W
C8	45°16'05"	11.00	6.69	6.47	N59°36'22"W
C9	44°03'03"	11.00	16.10	16.10	N40°03'12"E
C10	17°09'00"	226.77	67.88	67.83	S89°14'01"E
C11	2°32'14"	804.16	35.61	35.61	N49°37'03"W
C12	12°18'35"	226.77	48.72	48.63	S54°30'13"E
C13	45°16'05"	49.00	38.71	37.71	N69°36'22"W
C14	0°52'09"	4991.71	75.73	75.73	N67°21'41"W
C15	1°41'35"	804.16	23.76	23.76	N61°04'48"W
C16	6°38'23"	804.16	93.19	93.14	N56°54'49"W
C17	16°12'06"	13.00	8.21	8.08	N46°34'48"W
C18	80°21'58"	10.00	10.54	10.06	N01°42'14"E
C19	80°21'58"	10.00	11.54	11.02	N23°05'55"E
C20	80°21'58"	10.00	11.98	9.31	S73°37'24"E
C21	137°14'00"	5.00	11.98	18.38	S07°14'24"E
C22	30°00'00"	13.00	20.42	18.38	S07°14'24"E
C23	117°01'22"	13.00	25.42	21.36	S71°44'55"W



**LEGEND**  
 BEARINGS ARE DERIVED FROM LAS CAMPANAS SANTA FE LOS SANTEROS SUBDIVISION, RECORDED IN THE OFFICE OF THE COUNTY CLERK IN BOOK 447, PAGES 007-013.

- DENOTES REBAR OR AS SHOWN SET
- DE DENOTES CALCULATED POINT NOT SET
- DE DENOTES DRAINAGE AND UTILITY EASEMENT
- DUE DENOTES DRAINAGE AND UTILITY EASEMENT
- UE DENOTES UTILITY EASEMENT
- PAUE DENOTES PRIVATE ACCESS AND UTILITY EASEMENT
- PE DENOTES PEDESTRIAN EASEMENT

— DENOTES BOUNDARY OF LANDS DEALT WITH BY THIS PLAT  
 INFORMATION OUTSIDE OF THIS BOUNDARY IS BACKGROUND INFORMATION ONLY, NOT VERIFIED FOR ACCURACY AND IS NOT PART OF THIS PLAT.

THIS PLAT SUBJECT TO ALL APPLICABLE RESTRICTIONS, COVENANTS AND EASEMENTS OF RECORD.

**EASEMENT, CURVE, AND LINE TABLE DATA SHEET**

TITLE AND INDEXING INFORMATION FOR COUNTY CLERK\*

**PHASE 1 OF THE TRACT A MASTER PLAT**  
 PREPARED FOR  
**LB/L-LOS SANTEROS PHASE I LLC,**  
**A DELAWARE LIMITED LIABILITY COMPANY**

A RESIDENTIAL SUBDIVISION OF 8 LOTS & 2 TRACTS WITH A TOTAL OF 11 LOTS, 3.11 ACRES, A MASTER PLAT FOR TRACT A AT LOS SANTEROS BEING A SUBDIVISION OF TRACT A-1 OF LOS SANTEROS, RECORDED IN PLAT BOOK 448, PAGES 046-047, AT THE OFFICE OF THE S.F. COUNTY CLERK, ALL WITHIN SECTION 14, T17N, R8E, NMPM, SANTA FE COUNTY, NEW MEXICO

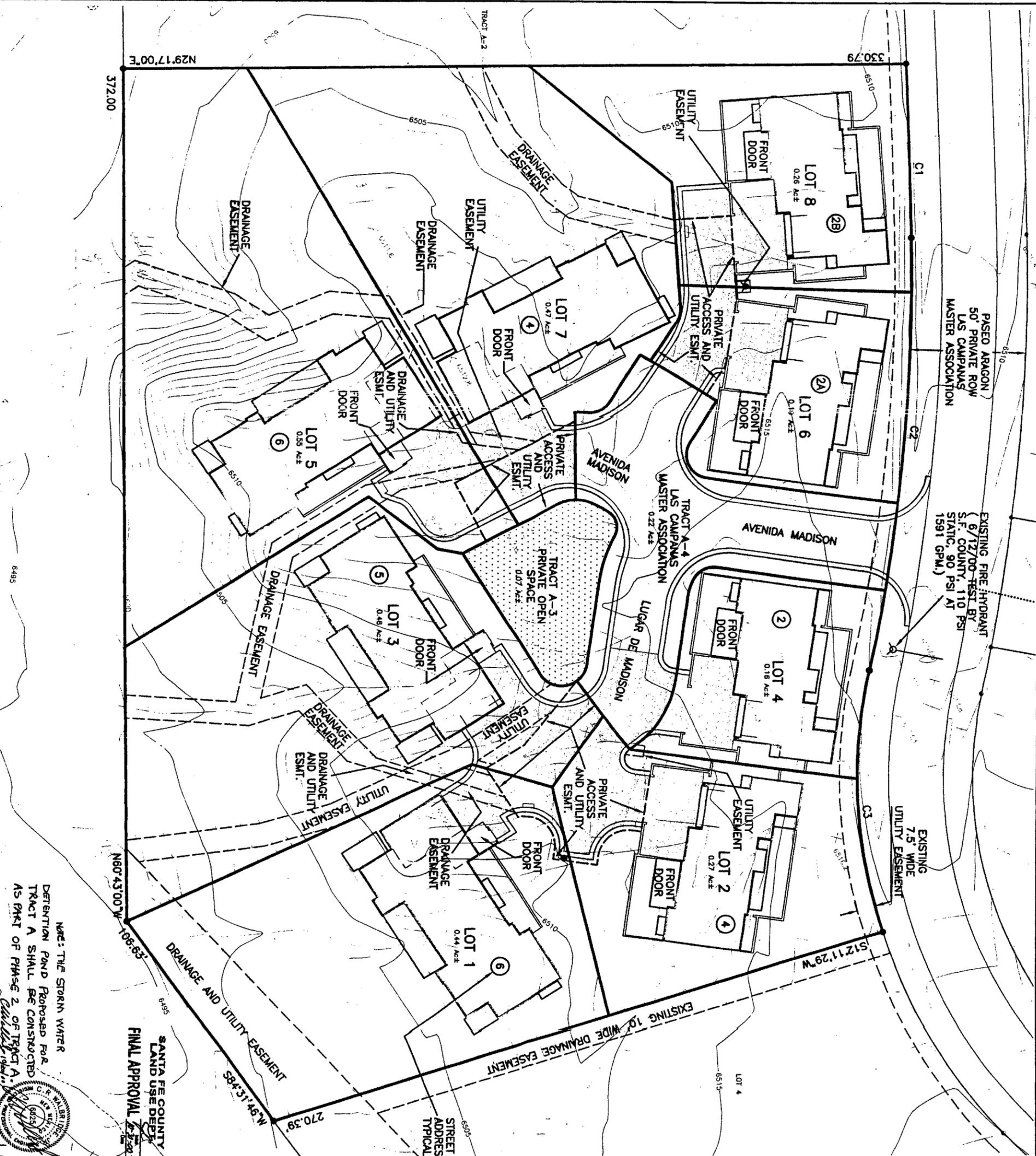
PURPOSE: TO CREATE 8 RESIDENTIAL LOTS, 1 OPEN SPACE TRACT, AND 1 ROAD TRACT FOR DEVELOPMENT

DAWSON SURVEYS, INC.  
 PROFESSIONAL LAND SURVEYORS  
 25028 CAMINO ENTRADA  
 SANTA FE, N.M.  
 FILE# 5042SUB DATE: 06/05/01

CLERK RECORDED 06/13/2019



*Diego J. Sigueros*  
 DIEGO J. SIGUEROS, N.M.P.L.S. 13986



NAME: THE STORIN WATER  
 DETENTION POND PROPOSED FOR  
 TRACT A SHALL BE CONSTRUCTED  
 AS PART OF PHASE 2 OF TRACT A.  
*Camille J. ...*



REVISIONS

DATE	BY	DESCRIPTION
10/17/00	CRW	

SCALE: 1"=20'  
 DATE: 09/13/00

C.R. WALBRIDGE & ASSOCIATES, LLC  
 1421 LUISA STREET SUITE E  
 SANTA FE, NM 87505

COUNTY OF SANTA FE  
 STATE OF NEW MEXICO

I hereby certify that this instrument was filed for record on the \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_ A.D. 19 \_\_\_\_\_.

Book \_\_\_\_\_ Page \_\_\_\_\_ of the records of Santa Fe County.

Witness my hand and Seal of Office  
 REBECCA BUSTAMANTE  
 County Clerk, Santa Fe County, NM

Deputy \_\_\_\_\_

CURVE DATA TABLE

CURVE	DELTA	RADIUS	ARC	CHORD	CHD BRG
C1	0°52'09"	4991.71'	75.73'	75.73'	S82°21'41"E
C2	1°33'40"	804.18'	190.57'	190.12'	S55°08'16"E
C3	28°27'35"	226.77'	116.60'	115.32'	S63°04'43"E

NOTES:

1. IN ACCORDANCE WITH LOS SANTEROS PLAT NOTE #18 "ALL CLUSTER HOUSING AND MULTIPLE STORY DWELLING UNITS CONTAINED WITHIN TRACTS A,B,C,D,H, SHALL HAVE APPROVED AUTOMATIC FIRE SUPPRESSION SPRINKLER SYSTEMS INSTALLED IN COMPLIANCE WITH NFPA 13-R STANDARDS UNLESS ALTERNATIVES ARE APPROVED BY THE OFFICE OF THE SANTA FE COUNTY FIRE MARSHAL."
2. IN ACCORDANCE WITH LOS SANTEROS PLAT NOTE #13, "NO BUILDING PERMITS WILL BE ISSUED UNTIL DRAINAGE, FIRE PROTECTION, AND ALL NEIGHBOR ROADS HAVE BEEN COMPLETED AS APPROVED BY THE OFFICE OF THE SANTA FE COUNTY FIRE MARSHAL."
3. THESE LOTS ARE SUBJECT TO SANTA FE COUNTY FIRE AND RESCUE IMPACT FEES AT THE TIME OF BUILDING PERMIT.

COUNTY REVIEW

COUNTY LAND USE ADMINISTRATOR  
 DEVELOPMENT PERMIT NUMBER (00-3254)

COUNTY FIRE MARSHAL  
*Rebecca ...*  
 DATE 10/27/00

COUNTY RURAL ADDRESSING  
*Mark ...*  
 DATE 10-24-00

COUNTY WATER UTILITY  
*David M. ...*  
 DATE 10/24/00

MASTER PLAT PROCESS APPROVED BY THE EXTRATERRITORIAL ZONING COMMISSION AT THEIR MEETING OF 1-13-2000  
 (AS APPROVED BK 4172 R. 002-013)  
 COUNTY CLERK \_\_\_\_\_

COUNTY APPROVAL

MASTER PLAT PROCESS APPROVED BY THE COMMISSIONERS OF THE SANTA FE COUNTY AT THEIR MEETING OF 2-8-2000  
 (AS APPROVED BK 4172 R. 002-013)  
 COUNTY CLERK \_\_\_\_\_

HOUSING DATA

SIZE: 3,216 SF. TO 3,358 SF. HEATED  
 ALL UNITS  
 2 CAR GARAGE:  
 ONE STORY:  
 TWO STORY:  
 GUEST PARKING: 2 CARS IN FRONT OF GARAGE. ALL UNITS

PROJECT DATA:

GROSS ACREAGE = 3.11 AC.±  
 NUMBER OF UNITS = 8 LOTS  
 DENSITY = 2.57 UNITS PER ACRE  
 OPEN SPACE = 0.07 ACRES±  
 LARGEST LOT = 0.55 ACRES±  
 SMALLEST LOT = 0.16 ACRES±  
 AVERAGE LOT SIZE = 0.35 ACRES±

**SANTA FE COUNTY**

**FIRE CHIEFS ASSOCIATION**

**REGULAR BUSINESS MEETING**

**April 25, 2019**

This regular meeting of the Santa Fe County Fire Chiefs Association was called to order by VCA President Jean Moya on the above-cited date at the Public Safety Complex, 35 Camino Justicia, Santa Fe, New Mexico at approximately 7:00 p.m.

Call to order was followed by the Pledge of Allegiance.

**Fire District Chiefs or Representatives Present:**

Agua Fria	Alan Gonzalez, Ward Freeman
Chimayo	Daniel Martinez, Fabian Torres
Edgewood	J. Madsen
Eldorado	Wendy Servey
Galisteo	Jean Moya
Glorieta Pass	David Hamilton
Hondo	T. Protheroe
La Cienega	Efren Galindo
La Puebla	Joseph Sandoval
Madrid	Carl Hansen
Pojoaque	Mick Montoya
Stanley	Linda Anaya
Tesuque	No Representation
Turquoise Trail	Steve Taylor

**Fire Department Administration Present:**

Dave Sperling, Chief  
Jaome Blay, Fire Marshal  
Steve Moya, Assistant Chief, Administration Division  
Bobby Montoya, Assistant Chief, Operations  
Mike Jaffa, Captain, Recruitment/Retention  
Jeff Carroll, BC  
Jacob Black, BC  
Vanessa Marquez, RECC

**Guest(s):**

Neal Denton, Santa Fe County Sustainability Division

**Introductions**

Those present introduced themselves.

SFC CLERK RECORDED 06/13/2019

**Guest Communications**

Neal Denton from the County's Sustainability Division addressed the Chiefs about recycling. He brought some blue bins for the stations and advised the Chiefs that more bins were available. He identified where the County had mixed recycling bins were located and noted that recycling is free at the solid waste convenient centers. Mr. Denton reviewed what can be recycled. Glass cannot go in the mixed bins. Plastic bags are not recyclable because they get caught in the turning gears at the recycling plant. Glass is transported to Colorado, where it is sorted and processed to specs for the Miller/Coors plant in Denver, and used for new beer bottles.

*convenience?*

**Consideration: March 28, 2019 Minutes**

DC Anaya moved to approve and DC Galindo seconded. The motion carried unanimously.

**Fire Administration Communications**

RECC – Vanessa Marquez reported that the CAD will be offline Monday morning 4/29 for an hour+.

- Staffing wise, the agency is 15 people short
- Two previous dispatchers have expressed an interest in returning
- Director Ken Martinez will be retiring at the end of June and the position is posted

**Volunteer Recruitment/Retention** – Capt. Jaffa offered the following:

- DOT physicals are 52 percent – a list was provided outlining status of members
- After 6/30, DOT physicals will require FY2020 POs
- PHS was selected for the firefighter physicals
- Next new member orientation scheduled for 6/12 @ 6:30 pm
- VFA started with 17 and there are now 13 – DCs with students in the program have received updates
- Joint trainings have had good participation and are going well
- Dates for the five-year plan meetings were discussed
- On-scene decon kits were ordered and came out of the regional budgets

*will come?*

DC Taylor requested airport-related trainings for the western region. Capt. Jaffa said he would contact AC Martin Vigil on that.

**Fire Prevention** – Fire Marshal Blay offered the following:

- Hiring for a senior secretary and fire protection specialist are underway
- Frances Martinez was commended for her assistance since Paulina Lopez left the department
- Fire danger is “moderate”
- Public education is planned for the summer

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DC Martinez said he has Rio Arriba residents applying for burn permits. Marshal Blay said they should not apply in Santa Fe County. DC Martinez said this is complicated since Chimayo is usually the first responder. Marshal Blay said he discussed it with the County's Legal Department <sup>which</sup> ~~that~~ said <sup>that</sup> issuing a permit to a non-resident is acceptable.

DC Martinez said the relationship with Rio Arriba is difficult and requires further discussion.

DC Montoya suggested developing a process whereby the resident outside of the County but within the County's responding area provide notice of an impending burn. DC Martinez said Chimayo continues to be paged out for an illegal burn in Rio Arriba County that has a valid permit.

**Finance** - AC Steve Moya noted the following:

- Remaining 206 EMS funds will be available for Capt. Mestas
- End of fiscal year deadlines were provided

DC Protheroe acknowledged Donna Morris for her assistance.

**Construction:**

- Turquoise Trail – new bathroom and storage at Station 2
- Eldorado -- RFP will be advertised this week
- Chimayo – working on variance
- Madrid and Turquoise Trail Station 3 – lack of funding

Regarding the SCBAs, AC Moya said the bid was awarded to Scott for the X3 Pro and pricing was negotiated. The requisition has been authorized at \$2.53 million. The packs run \$6,784 which includes a bottle and mask, and the cylinders are \$1,110. Additional masks can be purchased next fiscal year.

Chief Sperling said the SCBAs are expected for delivery in October/November and additional masks can be purchased. The extended delivery date is in coordination with NFPA's approval of the 2018 SCBA compliance. The SCBAs will be delivered in one shipment, followed ~~with~~ <sup>by</sup> a train the trainers' and implementation in the field. The negotiations included trading in an equivalent number (260) of MSA packs.

District	Packs#	Cylinders#
Agua Fria	17	15
Chimayo	15	16
Edgewood	21	23
Eldorado	23	21
Galisteo	09	07
Glorieta Pass	13	11
Hondo	17	15
La Cienega	25	25
La Puebla	13	13

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Madrid	09	07
Pojoaque	19	19
Stanley	17	15
Tesuque	19	17
Turquoise Trail	17	15
Air Trucks		14
Admin - Meds	14	
Admin - Staff	12	

Part of the contract requires fit testing which will occur before delivery. Once the contract is signed, AC Moya offered to send it out to the DCs.

AC Moya thanked Carl Hansen and Jacob Black for their assistance in purchasing and developing the packet and specs. He thanked admin and Jean Moya and Efran Galindo for conducting the evaluations.

Capt. Black said the Scott pack runs on AAA batteries which were deemed more advantageous than MSA's expensive rechargeable batteries. Durability and safety wise, Scott was superior.

**Field Operations – AC Montoya reported:**

- There have been 523 calls so far in April: EMS 391 and Fire 132
- The SOP project is going well
- The Pilgrimage went well with very few calls
- Mapping system for the CAD upgrade is being developed in coordination with GIS. Could be implemented by mid-September
- Union negotiations are underway

**Emergency Management – Excused**

**Chief Report – Chief Sperling advised the DCs of the following:**

- All IPRA (Inspection of Public Record Request) requests must be forwarded to Capt. Jaffa who will forward the request to the County Legal Department
- Northern region will hold the five-year plan review at the Pojoaque Main on May 22<sup>nd</sup> at 1900
- New CAD designation is Santa Fe County Health 1, which is the mobile-integrated health specialist, Melissa Moya, who is doing home visits
- May 30<sup>th</sup> BCC: vehicles are being presented for approval and recognition for three retired district chiefs

Chief Sperling announced his retirement. He will be staying through recruitment and hiring of the next fire chief.

**Communications from the District Chiefs**

**Agua Fria:** DC Gonzalez said he was looking for a size large mask. He thanked Capt.

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Jaffa and staff for a valuable recent training.

**Chimayo:** DC Martinez thanked staff for the joint training/live burns.

**Edgewood:** Pass

**Eldorado:** DC Servey suggested that, if and when the radio system design is upgraded, ~~she asked that~~ admin consider designing regional TECs. She said she has been instructed to get off of TEC 6. All of Eldorado's TACs are programmed to 6. The district can adapt, but she suggested considering refining the system.

AC Montoya said that can be reviewed as part of the SOP review. Chief Sperling asked that AC Vigil be included in this discussion.

Eldorado is holding a Fire Wise day on May 4<sup>th</sup> from 9 am to noon.

**Glorieta Pass:** Pass

**Hondo:** DC Protheroe asked about the swift water class that Kevin Burrows was offering. Capt. Black said it may be through technical rescue. The training division will be offering a very, very basic swiftwater awareness class.

President Moya said Kevin Burrows is providing an actual swiftwater class with the tech rescue team, and there are a few vacancies for volunteers. The class is scheduled for June 21-23. Names must be forwarded to Mr. Burrows and there is a cost. Chief Sperling said he understand that, for training purposes, the vendor will supply suits.

**La Cienega:** DC Galindo stated that the district would be participating in a Fire Wise community day in Rancho Viejo on May 4<sup>th</sup> from 10 to 1. President Moya pointed out that May 4<sup>th</sup> is the ICS course with AC Vigil from 8 to 5, and she offered to follow up because it may not be happening.

His members have expressed appreciation for the recent trainings.

**La Puebla:** Pass

**Madrid:** Pass

**Pojoaque:** DC Montoya thanked the Hondo members who showed up for the Sanctuario standby.

**Stanley:** DC Anaya thanked Capt. Jaffa for the regional trainings.

**Tesuque:** No representation

**Turquoise Trail:** Pass

**Galisteo:** President Moya thanked Chief Sperling for his service to Santa Fe County and

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the department for the past 12 years.

Galisteo will have its ISO inspection on May 9<sup>th</sup>. She distributed information about a free workshop regarding how PTSD affects sleep, scheduled for Saturday, May 4<sup>th</sup>.

**Old Business**

Capt. Jaffa offered to email the DFIS insurance policy to the DCs.

**New Business**

None was presented.

**Adjournment**

With no further business and having completed the agenda, President Moya declared the meeting adjourned at 8:30 p.m.

Approved by:

VCA President  
Jean Moya, Chief

Respectfully submitted:

Karen Farrell, Wordswork

SFC CLERK RECORDED 06/13/2019

SANTA FE COUNTY

FIRE CHIEFS ASSOCIATION

REGULAR BUSINESS MEETING

March 28, 2019

This regular meeting of the Santa Fe County Fire Chiefs Association was called to order by VCA President Jean Moya on the above-cited date at the Public Safety Complex, 35 Camino Justicia, Santa Fe, New Mexico at approximately 6:30 p.m.

Call to order was followed by the Pledge of Allegiance.

Fire District Chiefs or Representatives Present:

- |                 |                                    |
|-----------------|------------------------------------|
| Agua Fria       | ✓ Alan Gonzalez, Ward Freeman ✓    |
| Chimayo         | ✓ Daniel Martinez, Fabian Torres ✓ |
| Edgewood        | Sean Glackman                      |
| Eldorado        | Glenn Saams Wendy                  |
| Galisteo        | ✓ Jean Moya                        |
| Glorieta Pass   | ✓ David Hamilton                   |
| Hondo           | John Catef Terry d.                |
| La Cienega      | ✓ Efren Galindo                    |
| La Puebla       | ✓ Joseph Sandoval                  |
| Madrid          | ✓ Carl Hansen                      |
| Pojoaque        | ✓ Mick Montoya                     |
| Stanley         | ✓ Linda Anaya                      |
| Tesuque         | JD Damron                          |
| Turquoise Trail | No Representation Steve Taylor     |
- James Matson*

Fire Department Administration Present:

- ✓ Jaome Blay, Fire Marshal
  - ✓ Steve Moya, Assistant Chief, Administration Division
  - ✓ Bobby Montoya, Assistant Chief, Operations
  - ✓ Mike Jaffa, Captain, Recruitment/Retention
- Sparking*  
*Vinessa Murguy*  
*Block, Cpl*  
*Jaffa*

Introductions

Those present introduced themselves.

Guest Communications

Santa Fe County Public Safety Director Pablo Sedillo addressed the chiefs thanking them for their service. He said he discusses the Fire Department with the County Manager and they both recognize how integral the volunteers are to the success of the department. He recognized their service to the citizens of Santa Fe. Mr. Sedillo said his door is always

SFC CLERK RECORDED 06/13/2019

open.

### **Consideration of the February 28, 2019 Minutes**

DC Anaya moved to approve and DC Sandoval seconded. The motion carried unanimously.

### **Fire Administration Communications**

RECC – Excused

**Volunteer Recruitment/Retention** – Cpt. Jaffa offered the following:

- Evaluations on volunteer physicals quotes will occur April 1<sup>st</sup>
- Member information has been submitted to PERA
- New member orientation is scheduled for April 10<sup>th</sup>
- VFA starts Monday, April 1<sup>st</sup>
- The civil entrance exam was administered and the scores ranged from 41 percent to 93 percent; academy students will be tracked to see how the scores correlate with the program success
- Joint trainings have been going well with 110 volunteers attending
- The recruit and retention certification class was highly recommended and two dates were provided – IAFC will reimburse

The burn training schedule was discussed.

**Fire Prevention** – Fire Marshal Blay offered the following:

- Paulina Lopez has left the department to work in the Manager's office
- The Knox lock inventory and new chief bios will be on hold until a replacement for Paulina is hired

**Finance** - AC Steve Moya noted the following:

- EMS spend down is March 31<sup>st</sup>
- BARs may not post until next week but will be in the system
- Kenny Quintana is working on fixed asset inventory; individual meetings will be held with the DCs
- Asset disposition forms need to be typed – radio, pagers, old appliances, old SCBAs , bottles, etc.
- Helmets and bunker gear cannot be auctioned

Chimayo's Wildland grant will go before the BCC sometime in April. BCC approved the \$2 million SCBA project and that will be encumbered by May 15<sup>th</sup>.

**Field Operations** – AC Bobby Montoya offered the following:

- There have been 597 calls so far in March: EMS 473 and Fire 124
- ER's previous attempt to go paperless has been halted in anticipation of a new

- system
- A meeting for the Pilgrimage occurred today at Buffalo Thunder; ALS (advanced life support) will be present
- The SOP/SOG review project is underway and changes will be forwarded to President Moya
- The SCBA evaluations went well

An issue regarding shift change during a major event came up. AC Montoya said the relief crew should arrive before the shift going off service leaves. DC Sandoval said that was not the way it occurred at a recent incident. He said volunteer staff had gone through five SCBA bottles and were worn out when the paid staff left.

President Moya said career staff leaving created a safety issue and should not have happened.

#### **Emergency Management – Excused**

#### **Chief Report – Excused**

#### **Communications from the District Chiefs**

**Agua Fria:** DC Gonzalez said he was impressed with the northern region's attention to the fire event DC Sandoval mentioned and now well they worked together.

**Chimayo:** DC Martinez thanked those who assisted with the structure fire in Chimayo. AC Moya said he would look for the ER paperwork on the incident.

**Edgewood:** Pass

**Eldorado:** Pass

**Galisteo:** President Moya requested some apparatus information for Galisteo's ISO.

Cpt. Jaffa mentioned that Frances Martinez will be working out of Prevention for a few weeks.

**Glorieta Pass:** DC Hamilton said radio communications continue to deteriorate in the area. The crews on 80 were unable to hear Glorieta's response and paged out to Eldorado. Poor communication not only makes things difficult but more dangerous. DC Hamilton said it has happened in the rescue as well as the command vehicle. Cpt. Jaffa said he would pull tapes and AC Moya said he'd talk with Advance to check on the repeater site.

**Hondo:** AC Calef said things have been going well.

AC Moya said bottles with a black band on them indicate they are out of service and should not be on the trucks or in use.

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**La Cienega:** Pass

**La Puebla:** DC Sandoval said he filled 56 bottles at the Chimayo structure fire and pulled two out of service. The air truck left with the shift change.

**Madrid:** DC Hansen noted they lost an air bottle on the Turquoise Trail Pump and asked the districts to check their bottles.

**Pojoaque:** DC Montoya said his injury has healed and he was cleared for service. He too had some issues with the Chimayo incident regarding a truck. President Moya suggested reviewing the SOGs. DC Martinez said this was the first time he was Incident Command on a shift change and while he didn't have great concern about how it occurred he wanted further clarification of the rules.

President Moya said what particularly concerned her about the incident in Chimayo was the volunteers have a paid job and understand if they arrive for an incident they are staying until the end.

**Stanley:** Pass

**Tesuque:** Pass

**Turquoise Trail:** No representation

### **Old Business**

DC Montoya said he took the civil entrance exam and questioned whether it would be useful for candidates. He offered some feedback on the academy from one of his firefighters. He recommended an exit interview upon leaving the academy.

Cpt. Jaffa said the civil service exam is not geared for fire service but rather civil service jobs. Even though the academy students have either a GED or high school diploma there is a high failure rate which admin is seeking to address. Students are not reading the course books. He asked the DCs to check on their people in the academy and see how they are doing, encourage them to read the materials and participate in study groups. He offered to advise the DCs of any failing students.

### **New Business**

President Moya said Kevin Barrows has asked the DCs whether they are willing to purchase the wetsuits, etc. for the swift water technical rescue team. The wetsuit and class came to \$550+.

It was requested that Admin look into recording tech training on ER. These trainings should be recorded as they are an important component of ISO.

DC/President Moya moved to approve the payment as long as the team member is in